

## Allgemeine Reisebedingungen

### A. Beförderungsbedingungen für Fährpassagen

Passagiere mit PKW müssen sich spätestens 90 Minuten, Passagiere ohne PKW spätestens 45 Minuten vor fahrplanmäßiger Abfahrt zum Check-in bzw. zur Ticketkontrolle einfinden. Schließung der Ticketkontrolle 30 Minuten vor Abfahrt. Bei späterem Eintreffen besteht auch bei vorliegender Reservierung kein Anspruch auf Beförderung.

Rücktritt durch den Kunden:

Passagiere mit PKW müssen sich spätestens 90 Minuten, Passagiere ohne PKW spätestens 45 Minuten vor fahrplanmäßiger Abfahrt zum Check-in bzw. zur Ticketkontrolle einfinden. Schließung der Ticketkontrolle 30 Minuten vor Abfahrt. Bei späterem Eintreffen besteht auch bei vorliegender Reservierung kein Anspruch auf Beförderung. Rücktritt durch den Kunden

Wir empfehlen Ihnen, den Rücktritt schriftlich zu erklären. Unser pauschalierter Anspruch auf Rücktrittsgebühren beträgt in der Regel

- bis 42 Tage vor Abfahrt: 25% des Gesamtpreises
- 42-22 Tage vor Abfahrt: 35% des Gesamtpreises
- 21-8 Tage vor Abfahrt: 50% des Gesamtpreises
- 7 Tage bis 1 Tag vor Abfahrt: 75% des Gesamtpreises
- am Abfahrtstag oder bei Nichtantritt: 100% des Gesamtpreises

Bei Umbuchung bis 1 Tag vor Reiseantritt behalten wir uns vor, Umbuchungsgebühren zu berechnen. Für die Berechnung der pauschalierten Entschädigung ist das Eingangsdatum der schriftlichen Rücktrittserklärung maßgeblich. DFDS Seaways hat das Recht, einen im Einzelfall höheren Schadensersatz konkret zu berechnen. Dem Reisenden bleibt seinerseits der Nachweis eines geringeren Schadens unbenommen.

Bei Abweichungen zwischen tatsächlichen und im Ticket angegebenen Maßen Ihres Fahrzeugs (inkl. aller Aufbauten) behält sich DFDS Seaways das Recht vor, eine Beförderung zu verweigern.

Die im Fahrplan genannten Abfahrts- und Ankunftszeiten können sich aus wetterbedingten oder technischen Gründen verschieben. Eine Haftung kann insoweit nicht übernommen werden.

Bezahlung:

Bei Buchung ist der Reisepreis in voller Höhe zu zahlen. Sie können Ihren Reisepreis per Überweisung oder Kreditkarte bezahlen. Bei Kreditkartenzahlung erheben wir eine Gebühr in Höhe von 1,5 % des Gesamtpreises.

Allgemeine Bestimmungen:

Die Unwirksamkeit einzelner Bestimmungen dieser Bedingungen beeinträchtigt die Gültigkeit des Vertrages im Übrigen nicht.

### B. Reisebedingungen für Pauschalreisen und MiniKreuzfahrten

Passagiere mit PKW müssen sich spätestens 90 Minuten, Passagiere ohne PKW spätestens 45 Minuten vor fahrplanmäßiger Abfahrt zum Check-in bzw. zur Ticketkontrolle einfinden. Schließung der Ticketkontrolle 30 Minuten vor Abfahrt. Bei späterem Eintreffen besteht auch bei vorliegender Reservierung kein Anspruch auf Beförderung.

Rücktritt durch den Kunden:

Wir empfehlen Ihnen, den Rücktritt schriftlich zu erklären. Unser pauschalierter Anspruch auf Rücktrittsgebühren beträgt in der Regel - bis 42 Tage vor Abfahrt: 25% des Gesamtpreises- 42-22 Tage

vor Abfahrt: 35% des Gesamtpreises- 21-8 Tage vor Abfahrt: 50% des Gesamtpreises- 7 Tage bis 1 Tag vor Abfahrt: 75% des Gesamtpreises- am Abfahrtstag oder bei Nichtantritt: 100% des GesamtpreisesBei Umbuchung bis 1 Tag vor Reiseantritt behalten wir uns vor, Umbuchungsgebühren zu berechnen. Für die Berechnung der pauschalierten Entschädigung ist das Eingangsdatum der schriftlichen Rücktrittserklärung maßgeblich. DFDS Seaways hat das Recht, einen im Einzelfall höheren Schadensersatz konkret zu berechnen. Dem Reisenden bleibt seinerseits der Nachweis eines geringeren Schadens unbenommen. Bei Abweichungen zwischen tatsächlichen und im Ticket angegebenen Maßen Ihres Fahrzeugs (inkl. aller Aufbauten) behält sich DFDS Seaways das Recht vor, eine Beförderung zu verweigern. Die im Fahrplan genannten Abfahrts- und Ankunftszeiten können sich aus wetterbedingten oder technischen Gründen verschieben. Eine Haftung kann insoweit nicht übernommen werden. Bei Buchung ist der Reisepreis in voller Höhe zu zahlen. Sie können Ihren Reisepreis per Überweisung oder Kreditkarte bezahlen. Bei Kreditkartenzahlung erheben wir eine Gebühr in Höhe von 1,5 % des Gesamtpreises.

#### Allgemeine Bestimmungen:

Die Unwirksamkeit einzelner Bestimmungen dieser Bedingungen beeinträchtigt die Gültigkeit des Vertrages im Übrigen nicht.

#### 1. Abschluß des Reisevertrages über Pauschalreisen und MiniKreuzfahrten

Mit Ihrer Anmeldung bieten Sie DFDS Seaways als Ihrem Reiseveranstalter den Abschluss eines Reisevertrages verbindlich an. Die Anmeldung kann per Telefon, Telefax, E-Mail oder schriftlich per Post vorgenommen werden. Für jede Buchung wird ein Buchungsentgelt von € 14,- erhoben. Darüber hinaus besteht für eine Vielzahl unserer Reisen die Möglichkeit der Onlinebuchung, für die kein Buchungsentgelt erhoben wird. Für uns wird der Reisevertrag verbindlich, wenn wir Ihnen die Buchung – ggf. über Ihr Reisebüro – schriftlich bestätigen. Weicht der Inhalt der Reisebestätigung vom Inhalt der Anmeldung ab, so liegt ein neues Angebot unsererseits vor, an das wir für die Dauer von 10 Tagen gebunden sind. Der Vertrag kommt auf der Grundlage dieses Angebotes zustande, wenn Sie uns innerhalb der Bindungsfrist die Annahme erklären.

#### 2. Bezahlung

##### 2.1 Anzahlung/Restzahlung

Unmittelbar nach Vertragsabschluss wird dem Kunden ein Sicherheitsschein im Sinne von § 651k BGB zusammen mit der Buchungsbestätigung zugesandt. Bei Buchung über ein Reisebüro erfolgt die Zusendung des Sicherheitsscheins an das Reisebüro, in dem der Sicherheitsschein dann zur Abholung hinterlegt wird. Nach Zugang des Sicherheitsscheins beim Kunden bzw. nach Aushändigung des Sicherheitsscheins an den Kunden ist eine Anzahlung in Höhe von 25% des Reisepreises zu leisten. Die Restzahlung ist spätestens 42 Tage vor Reiseantritt zu zahlen, nicht jedoch vor Übergabe des Sicherheitsscheins. Sie können Ihren Reisepreis per Überweisung oder Kreditkarte bezahlen. Bei Kreditkartenzahlung erheben wir eine Gebühr in Höhe von 1,5 % des Gesamtpreises.

##### 2.2 Die Reiseunterlagen

Die Reiseunterlagen werden Ihnen bzw. Ihrem Reisebüro nach Eingang der Restzahlung bei uns zugesandt.

##### 2.3 Bankverbindungen

DFDS (Deutschland) GmbH

Nordea Bank A/S

BLZ 514 303 00, Konto-Nr. 2056900002

SWIFT/BIC NDEADEF

IBAN DE29514303002056900002 Commerzbank AG, BLZ 200 400 00, Konto-Nr. 644136400, SWIFT COBADEHH, IBAN DE23200400000644136400

## 2.4 eTicket

Produkte, die ausschließlich mit einem eTicket bezahlbar sind (z.B. EDEKA), können nicht anderweitig gebucht werden. In diesem Fall werden nur Buchungen mit einem eTicket akzeptiert. Buchungen, die ohne das Edeka eTicket getätigt werden, werden automatisch nach 24 Stunden vom System gelöscht.

## 3. Leistungen

Für die Reiseleistungen ist grundsätzlich der Inhalt unserer Reisebestätigung maßgeblich. Wir behalten uns jedoch ausdrücklich vor, aus sachlich berechtigten, erheblichen und nicht vorhersehbaren Gründen vor Vertragsschluss eine Änderung der Reiseausschreibung zu erklären, über die Sie vor der Buchung selbstverständlich informiert werden.

## 4. Leistungs- und Preisänderungen

Änderungen oder Abweichungen einzelner Reiseleistungen von dem vereinbarten Inhalt des Reisevertrages, die nach Vertragsschluss notwendig werden und die von uns nicht wider Treu und Glauben herbeigeführt wurden, sind nur gestattet, soweit die Änderungen oder Abweichungen nicht erheblich sind und den Gesamtzuschnitt der gebuchten Reise nicht beeinträchtigen. Eventuelle Gewährleistungsansprüche bleiben unberührt, soweit die geänderten Leistungen mit Mängeln behaftet sind. Wir sind verpflichtet, Sie über Leistungsänderungen oder -abweichungen unverzüglich in Kenntnis zu setzen. Gegebenenfalls bieten wir Ihnen eine kostenlose Umbuchung oder einen kostenlosen Rücktritt an. Wir behalten uns vor, die ausgeschriebenen und mit der Buchung bestätigten Preise im Falle der Erhöhung der Beförderungskosten oder der Abgaben für bestimmte Leistungen, wie Hafen- oder Flughafengebühren, oder einer Änderung der für die betreffende Reise geltenden Wechselkurse in dem Umfang zu ändern, wie sich deren Erhöhung pro Person auf den Reisepreis auswirkt, sofern zwischen Vertragsabschluss und dem vereinbarten Reiseternin mehr als 4 Monate liegen. Von einer nachträglichen Änderung des Reisepreises oder einer Änderung einer wesentlichen Reiseleistung setzen wir Sie unverzüglich, spätestens jedoch 21 Tage vor Reiseantritt in Kenntnis. Preiserhöhungen nach diesem Zeitpunkt sind nicht zulässig. Bei Preiserhöhungen um mehr als 5% oder im Fall einer erheblichen Änderung einer wesentlichen Reiseleistung sind Sie berechtigt, ohne Gebühren vom Reisevertrag zurückzutreten oder die Teilnahme an einer mindestens gleichwertigen Reise zu verlangen, wenn wir in der Lage sind, eine solche Reise ohne Mehrpreis für Sie aus unserem Angebot anzubieten. Sie haben diese Rechte unverzüglich nach unserer Erklärung über die Preiserhöhung bzw. Änderung der Reiseleistung uns gegenüber geltend zu machen.

## 5. Rücktritt durch den Kunden, Umbuchungen, Ersatzpersonen

### 5.1 Rücktrittsgebühren

Sie können jederzeit vor Reisebeginn von der Reise zurücktreten. Maßgeblich ist der Eingang der Rücktrittserklärung bei uns. Wir empfehlen, den Rücktritt schriftlich zu erklären. Unser pauschalierter Anspruch auf Rücktrittsgebühren beträgt in der Regel:

- bis 42 Tage vor der Abfahrt: 25% des Reisepreises
- 42 – 22 Tage vor der Abfahrt: 35% des Gesamtpreises
- 21 – 8 Tage vor der Abfahrt: 50% des Gesamtpreises
- 7 - 1 Tag vor der Abfahrt 75% des Gesamtpreises
- am Abreisetag oder bei Nichtantritt: 90% des Gesamtpreises.

Wir empfehlen dringend den Abschluss einer Reiserücktrittskostenversicherung. Wir haben das Recht, einen im Einzelfall entstandenen höheren Schaden konkret zu berechnen, insbesondere Ihnen die durch die Einschaltung von Dritten entstandenen Kosten in Rechnung zu stellen. Der Nachweis eines im Einzelfall geringeren Schadens bleibt Ihnen unbenommen.

### 5.2 Umbuchungen

Auf Ihren Wunsch nehmen wir bis zum 40. Tag vor Reiseantritt gegen eine Gebühr von € 25,- pro Person eine Änderung der Reiseanmeldung (Umbuchung) vor. Ab dem 39. Tag können Umbuchungen, sofern sie

überhaupt durchführbar sind, nur nach Rücktritt vom Reisevertrag gemäß Ziffer 5.1 bei gleichzeitiger Neuanmeldung vorgenommen werden.

5.3 Ersatzpersonen Bis zum Reisebeginn können Sie verlangen, dass ein Dritter in Ihre Rechte und Pflichten aus dem Reisevertrag eintritt. Wir können dem Eintritt eines Dritten widersprechen, wenn dieser den besonderen Reiseerfordernissen nicht genügt oder seiner Teilnahme gesetzliche Vorschriften oder behördliche Anordnungen entgegenstehen. Tritt eine Ersatzperson an die Stelle des angemeldeten Teilnehmers, sind wir berechtigt, die uns durch die Teilnahme der Ersatzperson entstehenden Mehrkosten in Höhe von € 25,- zu berechnen. Für den Reisepreis und die durch den Eintritt der Ersatzperson entstehenden Mehrkosten haften der angemeldete Teilnehmer und die Ersatzperson als Gesamtschuldner.

## 6. Nicht in Anspruch genommene Leistungen bei Pauschalreisen und MiniKreuzfahrten

Werden einzelne Leistungen aus zwingenden Gründen nicht in Anspruch genommen, werden wir uns bei den Leistungsträgern um Erstattung der ersparten Aufwendungen bemühen. Diese Verpflichtung entfällt, wenn es sich um völlig unerhebliche Leistungen handelt oder wenn einer Erstattung gesetzliche oder behördliche Bestimmungen entgegenstehen. Eine erlangte Erstattung leiten wir an den Kunden nach Abzug einer pauschalen Bearbeitungsgebühr von € 50,- weiter.

Die vereinbarte Beförderungsleistung umfasst die Beförderungsstrecke, die auf der Bestätigung aufgeführt ist, beginnend mit dem ersten und endend mit dem letzten Ort der gesamten auf der Bestätigung eingetragenen Streckenführung. Die Bestätigung verliert ihre Gültigkeit und wird nicht zur Beförderung angenommen, wenn sie nicht vollständig und in der vorgesehenen Reihenfolge genutzt wird. Die Inanspruchnahme der gesamten Beförderungsleistung ist wesentlicher Bestandteil des mit uns geschlossenen Reisevertrags. Die Kündigung und/oder das Nichtantreten einzelner Teilstrecken sind vertraglich ausgeschlossen.

## 7. Rücktritt und Kündigung durch DFDS Seaways

### 7.1 Ohne Einhaltung einer Frist

Wir können den Reisevertrag ohne Einhaltung einer Frist kündigen, wenn die Durchführung der Reise trotz einer entsprechenden Abmahnung vom Reisenden nachhaltig gestört wird. Das gleiche gilt, wenn sich jemand in starkem Maße vertragswidrig verhält. Wir behalten jedoch den Anspruch auf den Reisepreis. Evtl. Mehrkosten für die Rückbeförderung trägt der Störer selbst. Wir lassen uns jedoch den Wert ersparter Aufwendungen sowie diejenigen Vorteile anrechnen, die aus einer anderen Verwendung nicht in Anspruch genommener Leistungen erlangt werden, einschließlich eventueller Erstattungen durch Leistungsträger.

### 7.2 Bis 3 Wochen vor Reiseantritt

Wir können den Reisevertrag bis 3 Wochen vor Reiseantritt kündigen bei Nichterreichen einer in der Reisebeschreibung für die entsprechende Reise ausgeschriebenen Mindestteilnehmerzahl. In jedem Fall sind wir verpflichtet, Sie hierüber unverzüglich zu informieren und Ihnen den eingezahlten Reisepreis unverzüglich zu erstatten.

### 7.3 Bis 4 Wochen vor Reiseantritt

Wir können den Reisevertrag bis 4 Wochen vor Reiseantritt kündigen, wenn die Durchführung der Reise nach Ausschöpfung aller Möglichkeiten für uns deshalb nicht zumutbar ist, weil die uns im Falle der Durchführung entstehenden Kosten die Überschreitung der wirtschaftlichen Opfergrenze, bezogen auf diese Reise, bedeuten würden. Das Rücktrittsrecht besteht jedoch nicht, wenn wir die dazu führenden Umstände zu vertreten haben oder wenn wir diese Umstände nicht nachweisen können. Im Falle des Rücktritts durch uns sind Sie berechtigt, die Teilnahme an einer mindestens gleichwertigen Reise zu verlangen, wenn wir in der Lage sind, eine solche Reise ohne Mehrpreis für Sie aus unserem Angebot anzubieten. Sie haben dieses Recht unmittelbar nach der Rücktrittserklärung durch uns geltend zu machen. Sofern Sie von einem solchen Ersatzangebot keinen Gebrauch machen, erhalten Sie den eingezahlten Reisepreis unverzüglich zurück.

## 8. Aufhebung des Vertrages wegen außergewöhnlicher Umstände

Wird die Reise infolge bei Vertragsabschluss nicht voraussehbarer höherer Gewalt erheblich erschwert, gefährdet oder beeinträchtigt, können sowohl wir als auch Sie den Vertrag kündigen. Wird der Vertrag gekündigt, können wir für die bereits erbrachten oder zur Beendigung der Reise noch zu erbringenden Reiseleistungen eine angemessene Entschädigung verlangen. Wir sind verpflichtet, die notwendigen Maßnahmen zu treffen, insbesondere falls der Vertrag die Verpflichtung umfasst, die Reisenden zurückzubefördern. Die Mehrkosten für die Rückbeförderung sind von den Parteien je zur Hälfte zu tragen. Im übrigen gehen die Mehrkosten zu Ihren Lasten.

## 9. Haftung des Reiseveranstalters

### 9.1 Sorgfaltspflicht

Wir haften im Rahmen der Sorgfaltspflicht des ordentlichen Kaufmanns für:

- a) die gewissenhafte Reisevorbereitung
- b) die sorgfältige Auswahl und die Überwachung der Leistungsträger
- c) die Richtigkeit der Beschreibungen aller im Internet angegebenen Reiseleistungen, sofern wir nicht gemäß Ziffer 3 vor Vertragsschluss eine Änderung der Internetangaben erklärt haben
- d) die ordnungsgemäße Erbringung der vereinbarten Reiseleistungen.

### 9.2 Verschulden

Wir haften für ein Verschulden der mit der Leistungserbringung betrauten Person.

### 9.3 Fremdleistungen

Wird zusätzlich über die ausgeschriebenen Pauschalreiseleistungen hinaus eine Fremdleistung in Form einer Beförderung im Linienverkehr erbracht und dem Reisenden hierfür ein entsprechender Beförderungsausweis ausgestellt, so erbringen wir insoweit Fremdleistungen, als wir in der Reiseausschreibung ausdrücklich darauf hinweisen. Wir haften daher nicht für die Erbringung der Beförderungsleistung selbst. Eine etwaige Haftung richtet sich in diesem Fall nach den Beförderungsbedingungen dieser Unternehmen, die Ihnen auf Wunsch zugänglich gemacht werden.

## 10. Gewährleistung

### 10.1 Abhilfe

Wird die Reise nicht vertragsgemäß erbracht, so können Sie Abhilfe verlangen. Wir können auch in der Weise Abhilfe schaffen, dass wir eine gleichwertige Ersatzleistung erbringen. Wir können die Abhilfe verweigern, wenn sie einen unverhältnismäßigen Aufwand erfordert.

### 10.2 Minderung des Reisepreises

Für die Dauer einer nicht vertragsgemäßen Erbringung der Reise können Sie eine entsprechende Herabsetzung des Reisepreises verlangen (Minderung), sofern Sie es nicht schuldhaft unterlassen, den Mangel anzuzeigen.

### 10.3 Kündigung des Vertrages

Wird eine Reise infolge eines Mangels erheblich beeinträchtigt und leisten wir innerhalb einer angemessenen Frist keine Abhilfe, so können Sie im Rahmen der gesetzlichen Bestimmungen den Reisevertrag – in Ihrem eigenen Interesse und aus Beweissicherungsgründen zweckmäßigerweise durch

schriftliche Erklärung – kündigen. Dasselbe gilt, wenn Ihnen aus wichtigem, uns erkennbarem Grund die Reise wegen eines Mangels nicht zuzumuten ist. Der Bestimmung einer Frist für die Abhilfe bedarf es nur dann nicht, wenn Abhilfe unmöglich ist oder von uns verweigert wird oder wenn die sofortige Kündigung des Vertrages durch ein besonderes Interesse Ihrerseits gerechtfertigt ist. Sie schulden uns den auf die in Anspruch genommenen Leistungen entfallenden Teil des Reisepreises, sofern diese Leistungen für Sie von Interesse waren.

#### 10.4 Schadenersatz

Sie können unbeschadet der Minderung oder der Kündigung Schadenersatz wegen Nichterfüllung verlangen, es sei denn, der Mangel der Reise beruht auf einem Umstand, den wir nicht zu vertreten haben.

### 11. Beschränkung der Haftung

#### 11.1 Vertragliche Haftung für Schäden

Unsere vertragliche Haftung für Schäden, die nicht Körperschäden sind, ist auf den dreifachen Reisepreis beschränkt, soweit a) ein Schaden des Reisenden weder vorsätzlich noch grob fahrlässig herbeigeführt wird oder b) wir für einen Ihnen entstehenden Schaden allein wegen des Verschuldens eines Leistungsträgers verantwortlich sind.

#### 11.2 Schadenersatzansprüche

Für alle Schadenersatzansprüche aus unerlaubter Handlung, die nicht auf Vorsatz oder grober Fahrlässigkeit beruht, besteht eine Haftungsbeschränkung für Sachschäden je Kunde und Reise 4.100,-€. Liegt der Reisepreis über 1.363,-€, ist die Haftung auf die Höhe des dreifachen Reisepreises beschränkt. Wir empfehlen Ihnen in diesem Zusammenhang den Abschluss einer Reiseunfall- und Reisegepäckversicherung.

#### 11.3 Leistungsstörungen

Wir haften nicht für Leistungsstörungen, die als Fremdleistungen lediglich vermittelt werden (z. B. Theaterbesuche, Ausstellungen) und die in der Reiseausschreibung ausdrücklich als Fremdleistungen gekennzeichnet sind.

#### 11.4 Internationale Übereinkommen

Ein Schadenersatzanspruch gegen uns ist insoweit beschränkt oder ausgeschlossen, als aufgrund internationaler Übereinkommen oder auf solchen beruhender gesetzlicher Vorschriften, die auf die von einem Leistungsträger zu erbringenden Leistungen anzuwenden ist, ein Anspruch auf Schadenersatz gegen den Leistungsträger nur unter bestimmten Voraussetzungen oder Beschränkungen geltend gemacht werden kann oder unter bestimmten Voraussetzungen ausgeschlossen ist.

#### 11.5 Luftfahrtgesetz

Kommt uns die Stellung eines vertraglichen Luftfrachtführers zu, so regelt sich die Haftung nach den Bestimmungen des Luftfahrtgesetzes in Verbindung mit den internationalen Abkommen von Warschau, Den Haag und Guadalajara. Diese Abkommen beschränken in der Regel die Haftung des Luftfrachtführers für Tod oder Körperverletzung sowie für Verluste und Beschädigung von Gepäck. Sofern wir in anderen Fällen Leistungsträger sind, haften wir nach den für diese geltenden Bestimmungen.

#### 11.6 Vertraglicher Reeder

Kommt uns die Stellung eines vertraglichen Reeders zu, so regelt sich die Haftung nach den Bestimmungen des Handelsgesetzbuches und des Binnenschiffahrtsgesetzes.

### 12. Mitwirkungspflicht

Sie sind verpflichtet, bei aufgetretenen Leistungsstörungen im Rahmen der gesetzlichen Bestimmungen mitzuwirken, eventuelle Schäden zu vermeiden oder gering zu halten. Sie sind insbesondere verpflichtet, Ihre Beanstandungen unverzüglich der örtlichen Reiseleitung oder in Orten ohne Reiseleitung dem betreffenden Leistungsträger zur Kenntnis zu geben. Diese sind beauftragt, für Abhilfe zu sorgen, sofern dies möglich ist. Unterlassen Sie es schuldhaft, einen Mangel anzuzeigen, so tritt ein Anspruch auf Minderung nicht ein.

### 13. Ausschluss von Ansprüchen und Verjährung

Ansprüche wegen nicht vertragsgemäßer Erbringung der Reise sind innerhalb eines Monats nach vertraglich vorgesehener Beendigung der Reise gegenüber DFDS (Deutschland) GmbH in Hamburg geltend zu machen. Nach Ablauf der Frist können Sie Ansprüche nur geltend machen, wenn Sie ohne Verschulden an der Einhaltung der Frist verhindert worden sind. Ihre vertraglichen Ansprüche verjähren 1 Jahr nach dem vertraglich vereinbarten Ende der Reise. Schweben zwischen dem Reisenden und dem Veranstalter Verhandlungen über den Anspruch oder die den Anspruch begründenden Umstände, so ist die Verjährung gehemmt, bis der Reisende oder Veranstalter die Fortsetzung der Verhandlungen verweigert. Die Verjährung tritt frühestens drei Monate nach dem Ende der Hemmung ein. Ansprüche aus unerlaubter Handlung verjähren nach drei Jahren.

### 14. Pass,- Visa- und Gesundheitsvorschriften

Bürger der Bundesrepublik Deutschland benötigen für die Einreise nach Großbritannien einen gültigen Personalausweis oder Reisepass. Kinder bis zum vollendeten 16. Lebensjahr benötigen einen Kinderausweis. Für Angehörige anderer Staaten gibt das zuständige Konsulat Auskunft. Der Reisende ist für die Einhaltung aller für die Durchführung der Reise wichtigen Vorschriften selbst verantwortlich. Alle Nachteile, insbesondere die Zahlung von Rücktrittskosten, die aus der Nichtbefolgung dieser Vorschriften erwachsen, gehen zu Lasten des Reisenden, ausgenommen, wenn sie durch eine schuldhafte Falsch- oder Nichtinformation des Reiseveranstalters bedingt sind.

### 15. Unwirksamkeit einzelner Bestimmungen

Die Unwirksamkeit einzelner Bestimmungen des Reisevertrages hat nicht die Unwirksamkeit des gesamten Reisevertrages zur Folge. Die Berichtigung aller Angaben im Internet von Irrtümern sowie Tipp- und Rechenfehlern bleibt vorbehalten.

Es gilt Hamburg als Gerichtsstand vereinbart gegenüber Kaufleuten, juristischen Personen des öffentlichen Rechts oder öffentlich-rechtlichem Sondervermögen.

Ausführendes Unternehmen der Fährpassage ist DFDS A/S. DFDS (Deutschland) GmbH ist tätig und stellt die Rechnungen im eigenen Namen und für Rechnungen von DFDS A/S aus.

Die im Fahrplan genannten Abfahrts- und Ankunftszeiten können sich aus wetterbedingten oder technischen Gründen verschieben. Eine Haftung kann insoweit nicht übernommen werden. Bei Abweichungen zwischen tatsächlichen und im Ticket/in der Bestätigung angegebenen Maßen Ihres Fahrzeuges (inkl. aller Aufbauten) behält sich DFDS Seaways das Recht vor, eine Beförderung zu verweigern.

Passagiere mit Pkw müssen sich spätestens 90 Minuten, Passagiere ohne Pkw spätestens 45 Minuten vor fahrplanmäßiger Abfahrt zum Check-in/zur Ticketkontrolle einfinden. Schließung der Ticketkontrolle 30 Minuten vor Abfahrt. Bei späterem Eintreffen besteht auch bei vorliegender Reservierung kein Anspruch auf Beförderung.

### 16. Veranstalter

DFDS A/S  
Sundkrogsgade 11  
DK-2100 Kopenhagen Ø

Generalagentur Deutschland:

DFDS (Deutschland) GmbH  
Högerdamm 41  
20097 Hamburg  
Telefon 040/3 89 03-71  
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Handelsregister Hamburg HRB 28225  
Geschäftsführer: Max Foster

## Reisebedingungen nach Litauen

1. Buchung und Vertragspartner: Die Buchung für eine Überfahrt kann bei jedem von der Reederei anerkannten Reisebüro oder direkt bei der Generalagentur der Reederei erfolgen. Die Reederei ist die AB DFDS LISCO, 24, J. Janonio str., LT-92251 Klaipeda, Litauen. Die Generalagentur der Reederei ist die DFDS Seaways Baltic GmbH. In Litauen erfolgt die Buchung bei der Reederei oder bei dem dortigen Agenten. Der Vertrag über die Beförderung kommt zwischen dem Passagier und der Reederei zustande, wenn dem Passagier die Buchungsbestätigung zugeht. Bei Buchung sind der volle Name, die Geburtsdaten sowie die Staatsangehörigkeit sämtlicher gebuchter Passagiere anzugeben. Bei Buchung von Einzelbetten werden Damen und Herren (auch Kinder ab 4 Jahre) in getrennten Kabinen untergebracht. Bei Fahrzeug-Buchungen sind Fahrzeugtyp, Länge, Höhe und Kennzeichen anzugeben. Ein Minibus wird als Personenfahrzeug angesehen, wenn folgende Voraussetzungen erfüllt sind: a) im Fahrgastraum befinden sich Sitze und Fenster, b) im Fahrgastraum befinden sich ausschließlich private Utensilien und keine Transportgüter für Dritte. Der Passagier trägt die Verantwortung für alle Nachteile, die sich aus unzutreffenden Angaben ergeben. Der Passagier ist verpflichtet, die Buchungsbestätigung nach Erhalt zu prüfen und inhaltliche Beanstandungen unverzüglich mit dem Absender der Buchungsbestätigung zu klären.

### 2. Reisepreis:

Es gilt ein flexibles Preissystem, in dem sich alle Preise pro Kabine sowie Fahrzeug und beim Kauf von Einzelbetten und Pullmansitzen pro Person verstehen. Für Individualbuchungen per Fax, eMail, Telefon oder Post wird ein Buchungsentgelt erhoben. Für Individualbuchungen im Online-Buchungssystem unter [www.dfdsseaways.de](http://www.dfdsseaways.de) wird kein Buchungsentgelt berechnet. Die Fahrtickets sind nicht übertragbar und gelten ausschließlich für die namentlich eingetragenen Personen und an den eingetragenen Daten.

### 3. Bezahlung:

Der Reisepreis muss bis spätestens eine Woche nach Buchung bei DFDS Seaways eingegangen sein. Nicht fristgerecht bezahlte Buchungen werden automatisch storniert und müssen bei Bedarf zum tagesaktuellen Preis neu gebucht und bezahlt werden. Ein Ticket in Papierform wird nicht erstellt. Die Buchungsbestätigung wird nach Bezahlung innerhalb der Zahlungsfrist automatisch zum Ticket. Für den Fall, dass der Reisepreis nicht zutreffend ermittelt wurde, oder sich die Transportbedingungen geändert haben, behält sich die Reederei das Recht vor, den zutreffenden Reisepreis spätestens beim Check-In nachzufordern.

### 4. Reiserücktritt:

Der Rücktritt ist schriftlich gegenüber dem Reisebüro oder der Generalagentur zu erklären. Im Falle der Stornierung der Kabine und/oder des Fahrzeugs sind durch den Passagier folgende Stornogebühren an die Reederei zu zahlen: Vom 21.-7. Tag vor dem Abfahrtsdatum 10 % des Reisepreises, vom 6.-2.Tag vor dem Abfahrtsdatum 50 % des Reisepreises. Ab 1 Tag vor der Abfahrt sind 80 % des Reisepreises zu zahlen. Die Stornierung muss spätestens einen Tag nach Reisedatum erfolgen. Das Ticket kann gegen eine Umbuchungsgebühr von 10,- EUR und zum aktuell gültigen Preis für eine Reise in den folgenden vier Wochen genutzt werden. Eine Erstattung/Stornierung ist dann nicht mehr möglich. Für Gruppen gelten gesonderte Bedingungen.

### 5. Umbuchungen/Ersatzpersonen:

Wird vor dem Abfahrtsdatum eine Terminänderung vorgenommen oder soll eine Ersatzperson an die Stelle der gebuchten Person treten, wird hierfür eine Bearbeitungsgebühr in Höhe von EUR 10,- pro Buchung erhoben. Wenn die umgebuchte Reservierung storniert wird, gilt das Umbuchungsdatum als das Stornierungsdatum bezogen auf das ursprüngliche Reisedatum. Eine Erstattung ist bei Umbuchung in eine günstigere Kategorie nicht möglich. Umgebuchte Tickets werden nicht erstattet.

### 6. Abfertigung:

Fahrzeuge müssen 3 Stunden vor Abfahrt verladebereit sein. Später eintreffende Passagiere und Fahrzeuge werden als nicht gebucht angesehen und in der Reihenfolge anderer nicht angemeldeter



Passagiere und Fahrzeuge nach Möglichkeit befördert. Aus Sicherheitsgründen ist das Betreten des Autodecks während der Seereise nicht gestattet.

#### 7. Sicherheitskontrolle:

Aus Sicherheitsgründen muss eine evtl. Durchsuchung/Kontrolle von Personen, Gepäck oder Fahrzeugen zu gelassen werden. Wird diese abgelehnt, hat die Reederei das Recht, den Passagier und/oder das Fahrzeug ohne Rückzahlung des Reisepreises von der Beförderung auszuschließen.

#### 8. Reisegepäck:

Jeder Passagier kann 0,5 cbm Kabinengepäck mit sich führen. Für Übergepäck wird der gültige Frachttarif berechnet. Gegenstände müssen mit Namen und Anschrift des Passagiers und dem Bestimmungsort gekennzeichnet werden.

#### 9. Beförderung von Haustieren:

Haustiere dürfen nur mit schriftlicher Erlaubnis der Reederei und auf eigene Verantwortung des Passagiers in dafür geeigneten Transportboxen an Bord gebracht werden. Die Mitnahme von Haustieren setzt die Buchung einer ganzen Haustierkabine voraus. Haustiere müssen in Käfigen transportiert werden oder an der Leine geführt werden und einen Maulkorb tragen. Haustiere dürfen nicht im Bett schlafen. Für auf der Reise mitgeführte Haustiere sind besondere Zoll und Einreisebestimmungen zu beachten, für deren Einhaltung jeder Passagier selbst die Verantwortung trägt. Informationen hierüber sind bei den diplomatischen Vertretungen des Reiselandes erhältlich.

#### 10. Beförderung:

Die Reederei behält sich das Recht vor, bei zwingenden Gründen Abfahrten zu stornieren oder Kabinenplätze umzutauschen. Ein Anspruch auf Beförderung besteht nicht. Die Reederei wird sich um Ersatzbeförderung bemühen. Für Abfahrts und Ankunftszeiten übernimmt die Reederei keinerlei Gewähr. Radioaktive, ätzende, entflammbare und riechende Materialien und Flüssigkeiten können nur nach Vereinbarung und mit Erlaubnis von der Reederei befördert werden. Es ist untersagt, Waffen, Drogen oder andere im Ankunftsland gesetzlich verbotene Dinge zu befördern.

#### 11. Höhere Gewalt:

Wird die Überfahrt durch höhere Gewalt (Krieg, Eis, Schiffsschaden, Streik, Schwierigkeiten beim Festmachen) behindert oder annulliert, kann der Passagier im Ausschiffungshafen oder in jedem anderen geeigneten Hafen ausgeschifft werden. Der Passagier hat das Recht, eine Erstattung des Passagepreises zu erbitten. Der entsprechende Nichtantritt der Reise muss in schriftlicher Form und vom Passagier rechtsgültig unterschrieben gegen über der Reederei oder dem Generalagenten erklärt werden.

#### 12. Reisepapiere:

Für Reisen nach Litauen genügt für Staatsangehörige eines EU-Landes ein gültiger Personalausweis. Reisende, die nicht die Staatsbürgerschaft eines EU-Landes besitzen, sind gehalten, sich zeitig bei der diplomatischen Vertretung des Reiselandes über die einzuhaltenden Pass und Visabedingungen einschließlich Fristen zur Einholung dieser Dokumente sowie über gesundheitliche Formalitäten zu erkundigen. Die Reedereien haben das Recht, jedoch nicht die Pflicht, die Gültigkeit der erforderlichen Dokumente zu prüfen.

#### 13. Haftung:

(1) Die Haftung der Reederei bestimmt sich nach dem Athener Übereinkommen in seiner jeweils bei Vertragsschluß geltenden Fassung nebst zugehörigen Protokollen. Der gemäß Artikel 8 Absatz 4 des Athener Übereinkommens erlaubte Abzug findet Anwendung. Ein Mitverschulden des Passagiers ist stets zu berücksichtigen. Außerhalb des Anwendungsbereichs des Athener Übereinkommens haftet die Reederei nur im Rahmen der Haftungsbeschränkungen des litauischen Rechts. Für nicht von dem Athener Übereinkommen erfasste etwaige Ansprüche des Passagiers ist die Haftung in jedem Fall auf den Reisepreis beschränkt.

(2) Angestellte, Mitarbeiter, Erfüllungsgehilfen, Vertreter der Reederei oder von der Reederei beauftragte Dritte sind unter keinen Umständen gegenüber dem Passagier für Tod, Verletzungen, Krankheit, Verlust, Schäden, Verspätungen oder sonstwie haftbar, sofern die den Schaden verursachende Person in Erfüllung ihrer Aufgaben gegenüber der Reederei oder im Zusammenhang damit gehandelt hat. Außerdem soll jede Bedingung, Haftungsbeschränkung, Haftungsausschluss und Freiheit, die der Reederei zusteht und jedes Recht, jede Ausnahme von der Haftung, jede Einrede oder Einwendung jeglicher Art, auf die sich die Reederei berufen können, auch jedem Angestellten, Mitarbeiter, Erfüllungsgehilfen und Vertreter sowie jedem von der Reederei beauftragten Dritten, der sich wie oben aus geführt verhält, zustehen und ihn schützen. Für die Zwecke aller vor stehenden Regelungen dieser Klausel kontrahiert die Reederei mit dem Passagier als Vertreter solcher Angestellten, Mitarbeiter, Erfüllungsgehilfen, Vertreter und von der Reederei beauftragten Dritten, die als Vertragsparteien des mit dem Passagier bestehenden Vertrages anzusehen sind. Die Reederei ist berechtigt, von dem Passagier den Betrag oder die Beträge zu verlangen, die der Passagier von einem Mitarbeiter, Angestellten,

Erfüllungsgehilfen, Vertreter oder beauftragten Dritten der Reederei für den Tod, Krankheit, Verletzung, Verlust, Verzögerung, Schaden oder aus anderem Grunde erhalten hat oder verlangen kann.

14. Versicherungen:

Eine Reiserücktrittskostenversicherung ist im Reisepreis nicht eingeschlossen. Zu Ihrer eigenen Sicherheit sollten Sie eine Reisegepäck, Reise Unfall, Reisehaftpflicht, Reisekrankenversicherung sowie eine Reiserücktrittskostenversicherung abschließen.

15. Sonstiges:

Alle personenbezogenen Daten, die Sie zur Abwicklung Ihrer Reise zur Verfügung stellen, sind gemäß Bundesdatenschutzgesetz (BDSG) gegen missbräuchliche Verwendung geschützt. Mündliche Absprachen können nur dann anerkannt werden, wenn sie schriftlich durch die Reederei bestätigt worden sind. Die Korrektur von Druckfehlern oder offensichtlichen Rechenfehlern bleibt vorbehalten.

16. Recht und Gerichtsstand:

Streitigkeiten über das Zustandekommen sowie aus oder im Zusammenhang mit dem zwischen dem Passagier und der Reederei geschlossenen Beförderungsvertrag werden ausschließlich durch die Gerichte am Sitz der Reederei in Litauen entschieden. Auf den Beförderungsvertrag und sein Zustandekommen sowie die außervertraglichen Rechtsbeziehungen zwischen dem Passagier und der Reederei findet ausschließlich litauisches Recht Anwendung.

Stand: Januar 2011

17. Veranstalter:

AB DFDS Seaways  
rekvizitai Šaulių g. 19  
LT-92233 Klaipėda  
Lietuva  
Generalagentur Deutschland:  
DFDS Seaways Baltic GmbH  
Ostuferhafen 15  
24149 Kiel

## Reisebedingungen auf der Fährroute Dünkirchen - Dover

Norfolkline is now part of DFDS Seaways.

All business on the Dover - Dunkirk route is conducted and undertaken pursuant to Norfolkline's General Terms & Conditions, as deposited with the District Court of the Hague.

The General Terms & Conditions are available free of charge upon request in writing to Norfolkline and are also available for inspection to review here below.

The above-mentioned General Terms & Conditions replace all previous General Terms & Conditions.

Before confirming or placing any booking and/or before the commencement of carriage, you and any others included in your booking should consult and familiarise yourselves with these Norfolkline General Terms & Conditions.

Any passenger or party entering into an agreement with Norfolkline shall be deemed to have received, read and accepted these General Terms and Conditions.

### Norfolkline – General Terms & Conditions

#### Preamble

General

All Business is conducted and undertaken pursuant to Norfolkline's General Terms & Conditions, as deposited with the District Court of the Hague. The General Terms & Conditions are available free of charge upon request in writing to Norfolkline and are also available for inspection at any Norfolkline office and at [www.norfolkline.com](http://www.norfolkline.com).

The above-mentioned General Terms & Conditions replace all previous General Terms & Conditions. Before confirming or placing any booking and/or before the commencement of carriage, you and any others included in your booking should consult and familiarise yourselves with these Norfolkline General Terms & Conditions. Any passenger or party entering into an agreement with Norfolkline shall be deemed to have received, read and accepted these General Terms and Conditions.

### **Sections of Terms & Conditions**

Norfolkline offer various transportation services. Therefore and for easier reference we have included in our General Terms and Conditions the following four different sections:

Section 1A: Norfolkline – Ferry Passenger Terms & Conditions

Section 1B: Norfolkline – Operational Passenger Terms & Conditions

Section 2: Norfolkline – Ferry Freight Terms & Conditions

Section 3: Norfolkline – Door-to-Door Terms & Conditions

### **Which section applies to what transportation service?**

Section 1A: Norfolkline – Ferry Passenger Terms & Conditions AND Section 1B: Norfolkline – Operational Passenger Terms & Conditions

These Terms & Conditions in sections 1A and 1B apply to any and all carriage of passengers (including without limitation drivers of commercial vehicles as referred to below) and all bookings, contracts and services relating thereto.

Section 2: Norfolkline – Ferry Freight Terms & Conditions

These Terms & Conditions in section 2 apply to any and all carriage from ferry port to ferry port of Commercial Vehicles, i.e. any vehicle and/or trailer used or intended to be used for and/or concerned primarily with the carriage of goods, including, without limitation, any goods, freight, articles or livestock in or on such a Commercial Vehicle and all bookings, contracts and services relating thereto.

Section 3: Norfolkline – Door-to-Door Terms & Conditions

These Terms & Conditions in section 3 apply to any and all door-to-door transport of cargo, whether multimodal or unimodal, and any and all contracts, bookings and services relating thereto.

All Terms & Conditions in sections 1A, 1B, 2 and 3 include limitations and exclusions in respect of our liability.

### **SECTIONS 1A and 1B**

Section 1A: Norfolkline – Ferry Passenger Terms & Conditions

Section 1B: Norfolkline – Operational Passenger Terms & Conditions

These Terms & Conditions in sections 1A and 1B apply to any and all carriage of passengers (including without limitation drivers of commercial vehicles as referred to below) and all bookings, contracts and services relating thereto.

All Terms & Conditions in these both sections include limitations and exclusions in respect of our liability.

The Norfolkline Operational Passenger Terms & Conditions (section 1B) cover practical issues, including but not limited to check-in procedures, no smoking policies etc. In addition these contain specific provisions for specific passengers, including, without limitation, disabled passengers.

### **Norfolkline – Ferry Passenger Terms & Conditions (Section 1A)**

**IMPORTANT NOTICE** These Ferry Passenger Terms & Conditions replace all previous Ferry Passenger Terms & Conditions.

These Ferry Passenger Terms & Conditions will apply to your booking. Before confirming your booking, you and others included in your booking must consult and familiarise yourselves with these provisions.

These Ferry Passenger Terms & Conditions include limitations and exclusions in respect of our liability for death, personal injury, financial loss and damage to property, even if caused by our negligence.

In addition to these Ferry Passenger Terms & Conditions, Norfolkline's Operational Passenger Terms & Conditions and the Athens Convention 1974 apply.

The Norfolkline Operational Passenger Terms & Conditions cover more practical issues, including but not limited to checking in procedures, our disabled passenger and no smoking policies etc. You and all other persons included within your booking must also consult and familiarise yourselves with the Operational Passenger Terms & Conditions.

The Athens Convention, in most circumstances, limits Norfolkline's liability for the death of or personal injury to a Passenger and/or the loss of or damage to the Passenger's Luggage and makes special provision for Valuables. It also imposes a presumption that your Luggage is delivered to you in an undamaged state unless written notice is given to Norfolkline (a) in the case of apparent damage, before or at the time of disembarkation or redelivery or (b) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery, or from the time when such redelivery should have taken place. A copy of the Athens Convention is available upon request in writing to Norfolkline.

Whilst on board the Ship you must act and behave in a manner appropriate to your surroundings and exercise control over any other person for whom you are responsible, at all times. Please note that you will inevitably encounter obstacles on the Ship, including but not limited to, heavy watertight internal doors, high thresholds, low ceilings and/or entrances, steep staircases and wet surface conditions on deck etc. Accordingly, caution must always be taken when moving around the Ship, particularly in conditions of inclement, rough or heavy weather.

#### 1. Definitions

- "Animals" – means any animal or pet owned or accompanied by a Passenger or in the possession, custody or control of a Passenger, but excluding livestock.
- "Cabin Luggage" – means any Luggage, which the passenger has in his cabin or is otherwise in his possession, custody or control, including but not limited to Luggage which the passenger has in or on his Private Vehicle.
- "Commercial Vehicle" – means any vehicle and trailer used for and/or concerned primarily with the carriage of goods. The term to include any goods, freight, articles or livestock in or on such a Commercial Vehicle.
- "Dangerous Luggage" – means any Luggage that Norfolkline considers, in its absolute discretion, to be of a dangerous nature, including but not limited to Weapons.
- "Luggage" – means any article or Private Vehicle carried by Norfolkline under the contract of carriage, but excluding any Commercial Vehicle; any goods, freight, articles or livestock in or on a Commercial Vehicle; Animals; and Valuables.
- "Norfolkline" – means Norfolk Holdings BV and all holding; group; subsidiary; associated; and affiliated companies and/or their successors and assigns,
- "Package Booking" – means the provision of accommodation and/or carriage by modes of transport other than those provided by the Services, including but not limited to road, rail or air and/or tourist services, including but not limited to organised tours and car hire.
- "Passenger" - means any person who enters into a contract of carriage with Norfolkline or any person (including a minor) travelling on a Ticket (see definition of 'Ticket' below) or any person who requires to travel on a Ticket issued or to be issued by or on behalf of Norfolkline, including, but not limited to, any person in charge of Luggage, Cabin Luggage, Valuables, Animals and/or Commercial Vehicles whether or not a Ticket is issued to that person and any person who is entitled to use the Services without charge whether or not a complimentary Ticket or free pass is issued to such person.
- "Private Vehicle" – means any vehicle owned and/or driven and/or in the custody, power or possession of and/or accompanied by a passenger, other than a commercial vehicle, including but not limited to a car, caravan, motorcycle, trailer, boat, motor home, and van.
- "Services" – means the services offered from time to time by Norfolkline, including but not limited to the carriage by sea of Passengers and their Luggage, Valuables, Animals and other authorised property.
- "Ship" – means any ship, vessel or ferryboat owned by or chartered to or hired or used by Norfolkline in relation to the Services.
- "Ticket" – means any document (electronic or otherwise) evidencing a contract of carriage with Norfolkline and/or a valid booking reference and/or an e-ticket and/or a valid boarding voucher

and/or pass which shows that the holder and/or any other person named therein is entitled to use Norfolkline's Services.

- "Valuables" – means money, negotiable instruments or securities, credit and debit cards, passports, laptop computers, mobile phones, cameras, video cameras, electronic entertainment equipment, gold, silverware, jewellery, jewels, watches, ornaments, works of art, or other valuables.
- "Weapons" – mean any object, instrument or device used or designed for attack or defence, including but not limited to knives, guns, explosives, replica guns, ammunition, swords, and daggers; of any type or nature whatsoever.

## 2. Interpretation

2.1 Any reference to a convention, protocol, statute or statutory provision shall be construed as a reference to the same as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

2.2 Any reference to the masculine shall include the feminine and the neuter, and the singular shall include the plural and vice versa.

2.3 References to persons shall include individuals, firms, companies, corporations and unincorporated associations.

2.4 All headings used in these terms and conditions are for ease of reference only and shall not affect the construction of the terms and conditions.

## 3. Application

3.1 All Services, whether gratuitous or not, are undertaken subject to the provisions set out below at clauses 3.1. 1 to 3.1.3 inclusive and clause 3.4 and such provisions are deemed to be incorporated into the contract between Norfolkline and the Passenger and shall govern any and all liability that Norfolkline may have to any Passenger. These provisions supersede all prior communications, agreements, representations, warranties, terms, indemnities, stipulations, and undertakings of whatsoever nature, whether oral or written, between Norfolkline, its servants and agents and any Passenger, provided that neither party's liability for any statement it may have made fraudulently prior to the date of the booking shall be excluded. Furthermore, these provisions may not be modified or amended without the written consent of Norfolkline.

3.1.1 These Ferry Passenger Terms & Conditions; and

3.1.2 Norfolkline's Operational Passenger Terms & Conditions (current editions); and

3.1.3 The Athens Convention Relating to The Carriage of Passengers and Their Luggage by Sea 1974, as amended by the 1976 Protocol.

3.2 Insofar as there is any discrepancy or conflict between the provisions set out at clauses 3.1.1 to 3.1.3 above, then these Ferry Passenger Terms & Conditions shall prevail.

3.3 These Ferry Passenger Terms & Conditions shall not operate to limit or deprive Norfolkline of any right, liberty, immunity, defence, exemption or limitation of liability provided for by any relevant international convention, statute or other mandatory provision.

3.4 Without prejudice to clauses 3.1 and 3.2 above, Norfolkline is entitled, at its sole discretion, to rely upon any term incorporated into a contract between Norfolkline and its agent, independent contractor or subcontractor in connection with any claim brought against Norfolkline by a Passenger, which in any way relates to or arises out of such a contract, as if such term were set out herein. Copies of such contracts and subcontracts shall be made available to a Passenger upon receipt by Norfolkline of a request in writing.

3.5 The Carriage of Commercial Vehicles is subject to Norfolkline's Ferry Freight Terms & Conditions. However these Ferry Passenger Terms & Conditions do apply to any person or persons accompanying a Commercial Vehicle.

## 4. Servants and Agents

4.1 No employee, servant, agent, independent contractor or sub-contractor of Norfolkline shall in any circumstances whatsoever be under any liability whatsoever to the Passenger for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment but without prejudice to the generality of the foregoing provisions of this clause, every exemption, limitation, condition, and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to Norfolkline or to which Norfolkline is entitled hereunder shall also be available to and shall extend to protect every such servant or agent of Norfolkline acting as aforesaid and for the purpose of all the foregoing provisions of this clause Norfolkline is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be its servants or agents from time to time (including independent contractors and subcontractors as aforesaid).

## 5. Service Conditions

5.1 Norfolkline is not a common carrier and does not contract as such.

5.2 Norfolkline does not provide Package Bookings and does not contract to do so.

5.3 Norfolkline reserves the right to subcontract the performance of the whole or any part of the Services.

5.4 All departure, arrival and journey times and the identity of ships shown on any Ticket and/or advertisement and/or notice are estimates only and cannot be guaranteed. Timetables, routes and ships may be changed by Norfolkline without notice and without incurring any liability whatsoever to any Passenger. version nov-2006 page 8 / 38 5.5 Norfolkline reserves the right to revise its fares at any time, in its absolute discretion, and without prior notice to any Passenger. Passengers are not entitled to any refund in whole or in part in the event that Norfolkline's fares are revised after the date of the Passenger's booking.

5.5 Any typographical, clerical or other error or omission on the website or in any brochure, quotation, fare list, notice, offer, acceptance, invoice or other document or information issued by Norfolkline, its servants or agents, shall be subject to correction without any liability on the part of Norfolkline.

5.6 Norfolkline and/or its servants or agents shall be at liberty to comply with any orders, directions and/or advice, relating (inter alia) to departure, arrival, route, ports of call, loading, unloading, stoppages, trans-shipment or destination by any government or other authority or by any committee or persons having under the terms of any insurance taken out by Norfolkline in respect of the relevant Ship the right to give such orders, directions and/or advice. If by reason of and/or in compliance with any such orders, directions and/or advice an act is undertaken or omitted to be undertaken, such act or omission shall not be deemed a deviation from or of the Services and delivery in accordance with such orders, directions and/or advice shall be a fulfilment of the contract of carriage and the fare shall be payable accordingly (or, if already paid, shall not be refunded).

5.7 Norfolkline reserves the right to refuse to carry any Passenger and/or vehicle and/or Luggage and/or Valuables and/or Animals and to remove any Passenger and/or vehicle and/or Luggage and/or Valuables and/or Animals from the Ship and such right shall be exercised by Norfolkline in its absolute discretion. In the event that Norfolkline exercises this right, it will refund the Passenger's fare, but shall otherwise have no liability whatsoever to any such Passenger.

5.8 If a Passenger fails to disembark at the port of destination, or in the event that a Passenger is refused permission, for any reason whatsoever, to disembark at the port of destination, the Passenger, his Luggage and any other property may be carried, at Norfolkline's absolute discretion, to any other port or place at which the Ship calls. The Passenger will be liable to and shall indemnify Norfolkline and/or its servants or agents for any loss, expense, or damage incurred in connection with or arising out of any such incident.

5.9 Medical services are not available on the Ship and all Passengers should consult their doctor before travelling. Any Passenger that travels with a pre-diagnosed medical condition does so at his own risk and Norfolkline accepts no responsibility or liability whatsoever arising out of or in connection with that Passenger's medical condition.

5.10 In the event that medical attention or an ambulance of any kind may be necessary and is provided or ordered by Norfolkline, its servants or agents, then the Passenger (or personal representative of the

Passenger) for whom the services were obtained will be liable to and shall indemnify Norfolkline, its servants or agents, in full for all such costs.

5.11 All telephone calls made to Norfolkline are monitored and may be recorded.

## 6. Inspections and Searches

6.1 Norfolkline reserves the right to check and record a Passenger's passport and any other documentation required by the Passenger to comply with the requirements of immigration, customs, health and other relevant regulations. Norfolkline also reserves the right to refuse a Passenger permission to board the Ship if such documentation is not produced. Passengers will be liable to and shall indemnify Norfolkline and/or its servants or agents for any loss and/or damage arising out of any failure on the part of the Passenger to produce such documentation to the relevant authorities, including but not limited to fines, repatriation or other removal costs, detention costs and all related expenses.

6.2 Norfolkline reserves the right to conduct a physical search or inspection of any Passenger, vehicle, Luggage or any other property in the interest of the safety and security of passengers, crew and the Ship. Norfolkline, its servants, agents, or any other authorised person may carry out such search or inspection. Norfolkline reserves the right to refuse to carry the Passenger, and/or his Luggage (including Dangerous Luggage) and/or his vehicle and/or Valuables and/or Animals; or to remove such Passenger, Luggage, vehicle, Valuables or Animals from the Ship, in the event that the Passenger refuses to consent to such a search or inspection and Norfolkline shall incur no liability whatsoever to any such Passenger.

## 7. Passenger Obligations

7.1 Passengers shall at all times follow and carry out all lawful directions, notices or instructions given by Norfolkline and/or its servants or agents, relating but not limited to the personal safety of themselves, crew or other passengers.

7.2 Passengers are required at all times to take all reasonable precautions for their own safety and the safety of any person in their care (particularly children), including but not limited to the use of the hand and guard rails at all times as provided around the vessel; appropriately controlling children and ensuring that children are accompanied by a responsible adult at all times; and paying attention to any safety briefing given by Norfolkline and/or its servants or agents.

7.3 It is the Passenger's responsibility to ensure that it has all documentation needed to comply with the requirements of immigration, customs, health and other relevant regulations.

7.4 It is the Passenger's responsibility to ensure that it has all documentation needed to comply with the requirements of immigration, customs, health and other relevant regulations relating to the carriage of Animals. Animals must remain in the Passenger's vehicle at all times and it is the Passenger's responsibility to properly care for and control animals at all times.

7.6 Unaccompanied Animals are not permitted on the Ship.

## 8. Passenger Warranties and Indemnities

8.1 In the event that a single Ticket is issued in relation to a number of Passengers travelling in a group, the person to whom the Ticket is issued shall be held to have contracted with Norfolkline as agent for and on behalf of all the Passengers in the group travelling on that Ticket, and all such Passengers shall be deemed to have entered into a contract of carriage with Norfolkline subject to these Ferry Passenger Terms & Conditions and the person to whom the ticket is issued shall be deemed to have warranted that he has authority so to contract on behalf of all of the Passengers travelling on such Ticket.

8.2 Passengers warrant that they will comply with and abide by these Ferry Passenger Terms & Conditions; Norfolkline's Operational Passenger Terms & Conditions; and any and all notices and/or rules and/or regulations and/or instructions issued by Norfolkline at any time.

8.3 Passengers are liable to Norfolkline and/or its servants or agents for death or personal injury to any other Passenger and/or servant or agent of Norfolkline and/or any damage occasioned to any Ship and its fittings, furnishings and equipment or any other property of Norfolkline, its servants or agents, or any third party property, including but not limited to the property of other Passengers, arising out of or in connection with or caused by the following:

(i) the Passenger's negligence or wilful act or omission or breach of these Ferry Passenger Terms &

Conditions, or

(ii) any Animal in the possession, custody or control of the Passenger.

Such Passengers shall indemnify Norfolkline, its servants or agents in respect of all and any liability that Norfolkline and/or its servants or agents may incur, including but not limited to personal injury, death, damage and loss to property and/or Luggage, as a result of such negligence, wilful act or omission or breach of these Ferry Passenger Terms & Conditions on the part of the Passenger and/or as a result of the carriage of any Animals.

## 9. Force Majeure

9.1 Norfolkline shall not be deemed to be in breach of contract or incur any liability whatsoever to any Passenger in the event that the non-performance, part performance, deviation, or delay in the performance of the Services is caused by a force majeure event. The following (non exhaustive) list of events shall be regarded as force majeure events:

9.1.1 Acts of God, natural and other disasters, explosion, flood, fire, lightning, bad weather, storms, winds, ice, surf, perils of the seas, rivers and navigation, general average incident or accident, response to a distress signal, man overboard or any other rescue response or activity;

9.1.2 War, hostilities (whether declared or not), invasion, acts of foreign enemies;

9.1.3 Rebellion, revolution, insurrection, terrorist activity, military or usurped power or civil war;

9.1.4 Riot, civil commotion or disorder;

9.1.5 Acts, restrictions, regulations, by-laws, refusals to grant any licences or permissions, prohibitions, or measures of any kind on the part of any governmental authority;

9.1.6 Strikes, lockouts or other industrial actions or trade disputes of whatever nature;

9.1.7 Seizure, arrest or forfeiture under legal process;

9.1.8 Port congestion or closure, docking delays, breakdown of machinery or any Ship, unavailability or breakdown of loading/unloading facilities;

9.1.9 Search, detention or removal of any stowaway and/or illegal immigrant and/or other unauthorised person. 9.2 In the event of a force majeure event, as defined at clause 9.1 above, Norfolkline shall have the right at any time before or after the commencement of the carriage to cancel, abandon or suspend the carriage, alter, vary or depart from the proposed or advertised or agreed or customary route and/or delay or detain any Ship so affected and/or disembark, trans-ship, forward or land any Passenger, Luggage, vehicle, Animal, Valuable or other property, at any port or place.

## 10. Dangerous Luggage

10.1 Norfolkline is not obliged to carry or otherwise handle Dangerous Luggage.

10.2 Passengers must declare all inflammable, explosive or other potentially hazardous substances and/or items that may constitute a health or security threat during check-in.

10.3 Unauthorised Dangerous Luggage may at any time be unloaded, abandoned, discharged, landed, jettisoned, destroyed, rendered innocuous or otherwise disposed of by Norfolkline without compensation, and the Passenger shall be liable for all damages and expenses directly or indirectly arising out of or relating to such Dangerous Luggage. If any Luggage, carried with the knowledge and consent of Norfolkline, shall become a danger, then Norfolkline reserves the right to deal with such Luggage in like manner.

10.4 Weapons are classified as Dangerous Luggage for the purposes of these Ferry Passenger Terms & Conditions.

10.5 The carriage of Weapons is strictly prohibited, unless the Passenger complies with all statutory and legal obligations of the countries of departure, arrival and any other country at which the Ship is due to call and the Passenger obtains Norfolkline's prior written permission and the Passenger complies with Norfolkline's procedures rules and protocols



10.6 All vehicles carrying petrol or fuel oil in their main fuel tank shall be fitted with means whereby the fuel supply shall be shut off either (i) in the case of gravity feed by closing the valve or (ii) in the case of a pump feed by stopping the engine. No fuel tank shall be filled to such a degree as to allow any spillage during loading or unloading or throughout the carriage when the motion of the Ship must be taken into account.

10.7 No fuel cans of any nature whatsoever, whether full or empty are permitted onto the Ship and Norfolkline reserve the right to confiscate and dispose of any fuel cans at any time.

10.8 Passengers intending to travel with gas cylinders should inform the shipping line at the time of booking and not just prior to boarding. Gas cylinders must be adequately secured against the movement of the Ship; the supply must be shut off at the cylinders during the entire carriage; the integrity of the cylinders must be intact, at the commencement of the carriage. The maximum possible amount of Propane/Butane which can be carried is 47Kgs. Oxygen/Acetylene gases may be carried only if carried for maintenance work. One acetylene or propane/butane cylinder up to 35Kg gross mass and one oxygen cylinder up to 40Kg gross mass may be carried but the cylinders should be less than 1m in height and disconnected from any equipment prior to boarding the vessel. No other class 2 or 3 flammable gases or liquids are permitted in the same vehicle.

## 11. Abandoned Luggage

11.1 Norfolkline reserve the right to sell and retain the sale proceeds or otherwise dispose of any Luggage or other property (including but not limited to Valuables, Animals and Dangerous Luggage) left on the Ship or otherwise left in the possession, custody or control of Norfolkline following the disembarkation of the Passenger within 14 days of such disembarkation.

## 12. Liability

12.1 Norfolkline shall in no circumstances be liable to any Passenger for personal injury or death and/or loss of or damage to Cabin Luggage and/or loss of or damage to Private Vehicles and/or loss of or damage to Luggage howsoever arising unless the same is caused by a negligent and/or careless and/or wilful act or omission on the part of Norfolkline during the period between embarkation and disembarkation.

12.2 In any event Norfolkline shall be entitled to limit its liability as follows:

12.2.1 any liability for death or personal injury to a Passenger shall not exceed 46,666 SDR in aggregate per carriage;

12.2.2 any liability for the loss of or damage to Cabin Luggage shall not exceed 833 SDR in aggregate per Passenger, per carriage;

12.2.3 any liability for the loss of or damage to Private Vehicles, including all Luggage carried in or on the vehicle shall not exceed 3,333 SDR in aggregate per vehicle, per carriage;

12.2.4 any liability for the loss of or damage to Luggage, other than that referred to at clauses 12.2.2 and 12.2.3 above shall not exceed 1200 SDR in aggregate per Passenger, per carriage.

12.3 Norfolkline shall be relieved of liability, in whole or in part, in the event that the death or personal injury to a Passenger or the loss of or damage to his Cabin Luggage, Private Vehicle, or Luggage was caused or contributed to by the fault or neglect of the Passenger.

12.4 Subject to clause 12.1 above and save for any liability arising out of death or personal injury caused by Norfolkline's negligence, Norfolkline shall have no liability whatsoever and howsoever arising to any Passenger or third party.

12.5 Without prejudice to the generality of the exclusion at clause 12.4 above, Norfolkline shall not in any circumstances whatsoever be liable for indirect or consequential loss or damage and/or loss, damage, injury or death to any Animal and/or loss or damage to Valuables and/or the consequences of any delay or deviation howsoever caused.

12.6 Norfolkline shall not in any circumstances whatsoever be liable for any direct or indirect loss or damage arising out of the carriage of Dangerous Luggage.

## 13. Notification of Claims

13.1 Any claim by a Passenger against Norfolkline arising out of apparent damage to Luggage or Cabin Luggage must be reported in writing to Norfolkline before or upon disembarkation or re-delivery of such Luggage. All other claims, including non-apparent damage and loss of Luggage, must be made in writing and notified to Norfolkline at its registered office address within 15 days of disembarkation or re-delivery of Luggage or the date upon which such re-delivery should have taken place. In the event that a Passenger fails to notify Norfolkline as aforesaid, then such Passenger shall be presumed, unless the contrary is proved, to have received the Luggage undamaged.

14. Limitation Period 14.1 Notwithstanding clause 13.1 above, Norfolkline shall in any event be discharged of all liability whatsoever and howsoever arising unless suit be brought and written notice thereof be given to Norfolkline within two years from the date of disembarkation or in the case of death within two years from the date when the Passenger should have disembarked.

#### 15. Severability

15.1 If at any time any clause or part of a clause is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect that shall not affect or impair the legality, validity or enforceability of any other clause or the remaining part of that clause.

#### 16. Waiver

16.1 Any failure or delay by Norfolkline in exercising any right, power or remedy under these Ferry Passenger Terms & Conditions shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by Norfolk Line of any right, power or remedy shall not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2 Any waiver by Norfolkline of a breach of, or default under these Ferry Passenger Terms & Conditions shall not be deemed a waiver of any subsequent breach or default.

#### 17. Law and Jurisdiction

17.1 The contract between Norfolkline and the Passenger and any claim or dispute arising between the parties shall be governed by English law and shall be determined by the courts in the following jurisdictions:

17.1.1 the Court of Rotterdam; or

17.1.2 any other jurisdiction nominated by Norfolkline in its absolute discretion.

#### **SECTION 1B Operational Passenger Terms & Conditions (Section 1B)**

IMPORTANT NOTICE These Operational Passenger Terms & Conditions will apply to your booking IN ADDITION to the Norfolkline Ferry Passenger Terms & Conditions and the Athens Convention 1974. These Operational Passenger Terms and Conditions cover more practical issues, including but not limited to checking-in procedures, our disabled Passenger and no smoking policies etc.

Both the Athens Convention 1974 and The Ferry Passenger Terms & Conditions include limitations and exclusions in respect of our liability for death, personal injury, financial loss and damage to property, even if caused by our negligence. You and all others included within your party must consult and familiarise yourselves with these provisions before you confirm your booking.

These Operational Passenger Terms & Conditions shall not operate to limit or deprive Norfolkline of any right, liberty, immunity, defence, exemption or limitation of liability provided for by any relevant international convention, statute or other mandatory provision. The Definitions contained in clause 1 of the Norfolkline Ferry Passenger Terms & Conditions apply to these Operational Terms & Conditions, as applicable.

#### 1. TIMINGS

1.1 Any and all references to times or timings referred to in the Sailing Schedules and/or other notices or literature produced by Norfolkline are expressed in local time, unless otherwise stated.

#### 2. VEHICLE DECK

2.1 Unauthorised access, remaining in vehicles or attendance on the vehicle deck is prohibited during the crossing. You are advised to take any belongings and Luggage that you may need during the crossing with you before the commencement of the voyage.

2.2 During the crossing your vehicle must be left in gear or in the park (P) position in the case of automatic transmission; the handbrake must be applied; the vehicle must be locked; and any vehicle alarm or movement sensor must be disabled.

2.3 Vehicle heaters powered by diesel fuel or LPG must be switched off during the crossing. LPG powered vehicles must be shut off at the fuel cock.

2.4 The driver and/or owner of a motorbike is responsible for securing the motorbike to his own satisfaction, using the materials provided by Norfolkline.

### 3. PAYMENT

3.1 Payment is due at the time of booking. If payment is not received by the due date, Norfolkline is entitled to cancel the booking without notice to you.

3.2 Norfolkline accepts payment by major credit card, debit card or personal cheque (supported by a valid cheque guarantee card when made in person). Payment made by credit or debit card or personal cheque may be subject to a booking fee. For payments by personal cheque, Norfolkline must be in receipt of the cheque no later than 21 days before the date of travel.

3.3 Bookings made on the day of departure may be subject to the payment of a surcharge.

3.4 Norfolkline will charge GBP 10 / EUR 12 per booking when a booking is made by telephone via the Contact Centre or in person at the terminal.

3.5 Booking fee in 3.4 will be subject to change from time to time. Notice of any changes will be communicated to you by Norfolkline at the time of your request for booking.

### 4. FUEL SURCHARGE

4.1 A fuel surcharge may apply and be payable by you at the time of booking and/or at any time between the date of booking and the date of travel.

4.2 Notice of the terms and amount of any fuel surcharge will be communicated to you by Norfolkline at the time of booking and/or at any time prior to the date of travel.

### 5. DISABLED PASSENGERS

5.1 Disabled Passengers that require assistance must notify Norfolkline at the time of booking and during check-in.

### 6. ANIMALS

6.1 Animals other than guide dogs and disability assistance dogs are not permitted in the Passenger areas on board Ship. Foot and vehicle passengers as well as cyclists can travel with dogs, please refer to Policy for Passengers Travelling with Dogs. Four dog kennels are available on each ship and are subject to availability and can be booked in advance via the contact centre.

6.2 From or to Dunkerque, France only Norfolkline are only allowed to carry pets in accordance with The Pet Travel Scheme (PETS). For full information regarding the Pet Travel Scheme, please contact: 44-(0)870 241 1710 (PETS GENERAL HELPLINE) or your veterinary surgeon or visit [www.defra.gov.uk](http://www.defra.gov.uk)

### 7. NO SMOKING

7.1 Smoking is prohibited on board Ship except in designated smoking areas.

### 8. CHECK-IN/TICKETS

8.1 Passengers are advised to obtain the latest sailing information from your local Norfolkline office or agent, prior to commencing your journey to the port of departure.

8.2 Vehicles and Passengers must be checked-in not later than one hour and no more than two hours before the scheduled departure time in the Irish Sea Route and at least 45 minutes prior departure for the cross Channel route.

8.3 Norfolkline DO NOT issue tickets. Upon arrival at the departure terminal, you must proceed directly to check-in with your booking reference.

## 9. WEATHER

9.1 Severe weather or sea conditions may lead to the cancellation or delay of services. We use our best endeavours to advise Passengers of any cancellation, but do not accept any liability whatsoever.

## 10. NO SHOW / LATE ARRIVAL

10.1 Check-in desks will close one hour before the departure of the Ship in the Irish Sea and 45 minutes before departure of the Ship in the cross Channel route. Passengers who arrive after this time may not be permitted to board the Ship and may forfeit their ticket and may not be entitled to any refund or free transfer.

## 11. REFUNDS

11.1 All bookings are non-refundable on our Dover – Dunkirk route.

11.2 Bookings are non-refundable on our Irish Sea and North Sea routes where these are for promotional fares.

11.3 On our Irish Sea route only, passengers may be entitled to a refund in whole or in part in the event that a non-promotional standard fare booking is cancelled by the Passenger prior to the date of departure, subject to the following cancellation charges:

Period of time prior to departure cancellation charge:

Up to 8 weeks – Zero cancellation charge.

8 to 4 weeks - 25% of the total fare

4 to 2 weeks - 50% of the total fare

Less than 2 weeks - 100% of the total fare

Applications for refunds on the Irish Sea should be sent to the Norfolkline office in Belfast or to the agent where the booking was made no later than 2 weeks following the intended date of departure. All claims must be accompanied by the booking reference.

11.4 On our North Sea route only, passengers may be entitled to a refund in whole or in part in the event that a non-promotional fare booking is cancelled by the Passenger prior to the date of departure, subject to the following cancellation charges:

Period of time prior to departure cancellation charge:

Up to 8 weeks – Zero cancellation charge.

8 to 4 weeks - 25% of the total fare

4 to 2 weeks - 50% of the total fare

Less than 2 weeks - 100% of the total fare

Applications for refunds on the North Sea should be sent to the Norfolkline office in Dover or to the agent where the booking was made no later than 2 weeks following the intended date of departure. All claims must be accompanied by the booking reference.

11.5 In the event that a Passenger is unable to confirm his booking reference at check-in on any of our routes, then a new booking must be made and purchased. If the original booking reference is subsequently advised to Norfolkline, then Norfolkline may, in its absolute discretion, agree to refund the original fare.

## 12. AMENDMENT FEES

12.1 Bookings can be amended subject to availability. Please note that an amendment fee will apply unless otherwise stated in the promotional offer.

12.1.1 Dover - Dunkerque route: Amendment fee is GBP 20 / EUR 25.

12.1.2 Irish Sea only: - amendment fee on offers indicated as 'special offers' and excursion fares is GBP 25 / E 31. - amendment fee on standard fares is free for the 1st amendment and GBP 25 / E 31 for each further amendment for the same booking.

12.1.3 From or to Dunkerque combined with Irish Sea (landbridge): - amendment fee on offers indicated as 'special offers' is GBP 25 / EUR 35. - amendment fee on standard fares is free for the 1st amendment and GBP 25 / EUR 35 for each further amendment for the same booking.

12.2 Amendment fees will be subject to change from time to time. Notice of any change will be communicated to you by Norfolkline at the time of your request for amendment.

12.3 Travelling at a different time or date may result in a surcharge, if the fare for the amended journey is higher than the fare of the original journey. If the new departure has a lower price than the original departure, no refunds will be made.

### 13. PRIVATE CAR RESTRICTIONS

13.1 In the event that the total height of your private car, including roof racks etc, exceeds 2.4m then you must advise Norfolkline at the time of booking.

13.2 If not advised, Norfolkline reserves the right to refuse to carry any private car exceeding this height or to impose a surcharge for the carriage of such vehicle.

### 14. EXCURSION FARES for Irish Sea services only

14.1 All Excursion Fares are subject to availability and cannot be used in conjunction with any other offer.

14.2 Any date changes to excursion bookings may result in standard fares being charged instead of Excursion fares.

14.3 All travel must be completed by dates shown on the booking form.

14.4 All Excursion Fares on offer are on a return basis only.

14.5 No refunds will apply to incomplete journeys.

### 15. UNACCOMPANIED CHILDREN

15.1 Children under the age of 16 must be accompanied by a responsible adult, parent or guardian.

15.2 Unaccompanied children between the ages of 16 and 18 may be required to carry a letter of authority from their parents or Guardian. We recommend that you take advice from the appropriate authority prior to making arrangements.

### 16. IDENTIFICATION

16.1 Norfolkline reserves the right to refuse to carry any Passenger that does not have the necessary travel, identification and visa documents.

16.2 From or to Dunkerque, France only Passengers require a valid passport or EU national identity card.

16.3 Irish Sea only All Passengers aged 18 or over must produce to Norfolkline identification in the form of a valid passport or valid photographic EU national identity card or valid photographic driving license or valid police warrant card/badge or Citizen Card or a valid Government-issued identity card at check-in.

### 17. LUGGAGE

17.1 In the interest of safety and comfort, Passengers are advised that a Luggage allowance of one piece of luggage per person plus handbag / laptop is permitted in the designated Passenger accommodations. All other baggage will be stowed in a baggage container.

17.2 Passengers are responsible for carrying and moving their own Luggage on and off the Ship and for its safety on board and any unattended luggage on board may be treated as a security risk and dealt with accordingly.

## 18. WEAPONS

18.1 Passengers must declare their intention to carry Weapons (including replicas) and ammunition at the time of booking and at least 24 hours in advance of departure and must inform Norfolkline during check-in. version nov-2006 page 23 / 38

18.2 The carriage of Weapons is subject to the conditions set out at clause 10.5 of the Norfolkline Ferry Passenger Terms & Conditions.

## 19. INCORRECT INFORMATION

19.1 Incorrect or inaccurate information submitted to Norfolkline at the time of booking relating but not limited to the identification of vehicle type, Passenger details, Passenger numbers and any other information required or requested by Norfolkline during the booking process, may result in the payment of a surcharge.

## 20. FREIGHT

20.1 Commercial Vehicles may attract additional or different fares and/or surcharges.

## 21. CHRISTMAS SAILING SCHEDULE

21.1 During the Christmas Season Norfolkline will amend the timetables. Please check the revised schedule before making a booking.

## SECTIONS 2 and 3

- Section 2: Norfolkline – Ferry Freight Terms & Conditions
- Section 3: Norfolkline – Door-to-Door Terms & Conditions

### Section 2: Norfolkline – Ferry Freight Terms & Conditions

These Terms & Conditions in section 2 apply to any and all carriage from ferry port to ferry port of Commercial Vehicles, i.e. any vehicle and/or trailer used or intended to be used for and/or concerned primarily with the carriage of goods, including, without limitation, any goods, freight, articles or livestock in or on such a Commercial Vehicle and all bookings, contracts and services relating thereto.

Section 3: Norfolkline – Door-to-Door Terms & Conditions These Terms & Conditions in section 3 apply to any and all door-to-door transport of cargo, whether multimodal or unimodal, and any and all contracts, bookings and services relating thereto.

All Terms & Conditions in sections 2 and 3 include limitations and exclusions in respect of our liability. Sections 2 and 3 are merged into one document.

### 1. Definitions

- "Carrier" means any of Norfolk Holdings B.V., Norfolkline B.V., Norfolkline Containers B.V., Norfolk Scheepvaartmaatschappij B.V., Laros Shipping & Forwarding B.V., Laros Transport B.V., Norfolkline Ltd, Dockspeed Ltd, Dockspeed Holdings, Norfolkline GmbH, Norfolkline A/S, Norfolkline A/B, Norfolkline SPA, Norfolkline Terminal Spa, Norfolk Line N.V..
- "Merchant" includes the shipper; holder, consignee or receiver of the Goods; any Person owning or entitled to the possession of the Goods or the Bill of Lading; any Person having a present or future interest in the Goods and anyone acting on behalf of any such Person.
- "Person" includes an individual, group, company or other entity.
- "Sub-Contractor" includes owners and operators of vessels (other than the Carrier), stevedores, terminal and groupage operators, road and rail transport operators and any independent contractor employed directly or indirectly by or on behalf of the Carrier in performance of the Carriage.
- "Goods" means the whole or any part of the cargo received from or through the shipper and includes but is not limited to any equipment or Unit not supplied by or on behalf of the Carrier.

- "Unit" includes any single-unit vehicle, articulated-unit vehicle, container, trailer, semi-trailer, huckepacktrailer, swap body, transportable tank, flat or pallet, or any similar article used to consolidate Goods and any equipment thereof or connected thereto.
- "Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods and/or Persons.
- "Carriage of Goods by Road" means any carriage of Goods undertaken by the Carrier whereby these Goods are solely carried by road.
- "Carriage of Goods by Rail" means any carriage of Goods undertaken by the Carrier whereby these Goods are solely carried by rail. "Combined Transport" means any Carriage of Goods undertaken by the Carrier whereby the Goods are carried by a combination of road, rail or sea (including possible intermediate and/or connected storage of the Goods).
- "Port to Port Shipment" means Carriage from a port of loading, embarkation or departure to a clearly stated port of delivery or arrival.
- "Freight" includes all charges payable to the Carrier in connection with any Carriage undertaken by him.
- "Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, signed at Brussels on 25th August 1924 and includes the amendments to the Protocol signed at Brussels on 23rd February 1968 but only if such amendments are compulsorily applicable. (It is expressly provided that nothing in these GENERAL TERMS AND CONDITIONS shall implement Article X (c) of said Rules as amended by said Protocol).
- "CIM" means the provisions of the Convention concerning the International Carriage of Goods by Rail, dated 25th February 1961.
- "CMR" means the provisions of the Convention concerning the International Carriage of Goods by Road, dated 19th May 1956 as amended by the Protocol amending that Convention, signed in Geneva in 1978.
- "AVC" means the provisions of the latest version of the General Carriage Conditions (in Dutch: "Algemene Vervoerscondities").

## 2. Jurisdiction and applicable law

(1) All contracts of Carriage and relationships between the Carrier and the Merchant or Person are governed by and subject to Dutch law, unless these GENERAL TERMS AND CONDITIONS provide otherwise.

(2) All actions under any contract of Carriage concluded between the Carrier and the Merchant or any action in relation hereto, irrespective whether the action is brought under the contract or in tort, shall be referred for arbitration in Rotterdam in accordance with the TAMARA Arbitration Rules. A sole arbitrator shall decide such action unless the Carrier opts for three arbitrators. Either party may institute appeal proceedings which then will also be conducted in accordance with the TAMARA Arbitration Rules, be it that the arbitrator to be appointed - or arbitrators in case the Carrier opts for three arbitrators - shall not have dealt with the arbitration proceedings in the first instance. No other court shall have jurisdiction over any such action, unless (a) the Carrier, at his sole discretion, decides to bring action in another jurisdiction or (b) the Merchant brings action in another jurisdiction and the Carrier voluntarily submits himself thereto. This also applies in case of connexity, plurality, litispendentia and third party proceedings. The arbitrator(s) shall apply the provisions of the CMR in case of international Carriage of Goods by Road.

## 3. Scope of application, validity and applicability

(1) Subject to Clause 2.1 above, the provisions of these GENERAL TERMS AND CONDITIONS shall at all times govern all responsibilities of the Carrier in connection with or arising out of the supply of a Unit to the Merchant, not only during the Carriage, but also during the periods prior to and/or subsequent to the Carriage.

(2) The rights, defences, limitations and liberties of whatsoever nature provided for in these GENERAL TERMS AND CONDITIONS and as available by law shall apply in any actions against the Carrier for loss, damage or delay, howsoever occurring and whether the action be founded in contract or in tort and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract.

(3) In the event that the Merchant uses his own General Terms and Conditions the present GENERAL TERMS AND CONDITIONS of the Carrier shall prevail in any case of contravention or inconsistency.

(4) On all contracts and in any relationships between the Carrier and the Merchant the following conditions shall be applicable in addition to these GENERAL TERMS AND CONDITIONS:

- CMR in the event of international Carriage of Goods by Road as well as in case of Combined Transport for that stage of the Carriage during which the Goods are transported by road;
- CIM in case of Carriage of Goods by Rail as well as in case of Combined Transport for that stage of the Carriage during which the Goods are transported by rail;
- AVC in the event of Carriage of Goods by Road exclusively within the Netherlands;
- Hague Rules in case of Port to Port Shipment as well as in case of Combined Transport for that stage of the Carriage during which the Goods are transported by sea; - the most recent version of the Conditions of Business of the Cold Storage & Distribution Federation in the event of the Carrier (also) performing cold storage and distribution activities in the United Kingdom;
- the most recent version of the Dutch Forwarding Conditions (in Dutch: "FENEX Conditities") in the event of the Carrier (also) performing forwarding activities; - the most recent version of the Conditions of Contract of the UK Warehousing Association in the event of the Carrier (also) performing warehousing activities in the United Kingdom;
- the Conditions of the North Sea Operators Claims Conference in the event of Port to Port Shipment;
- the Carriage of Passengers and their Luggage by sea as scheduled to the Merchant Shipping Act 1979 (Athens Convention) in the event of Carriage of Persons by sea;
- Convention of the Unification of Certain Rules relating to International Carriage by Air, signed in Warsaw on 12 October 1929, as amended by The Hague Protocol, dated 28 September 1955 in the event of Carriage by air;
- the most recent version of the General Conditions of the Association of Rotterdam Stevedores in the event of the Carrier (also) performing stevedoring activities in the Netherlands;
- the most recent version of the Warehousing Conditions Amsterdam/Rotterdam in the event of the Carrier (also) performing warehousing activities in the Netherlands; - the Conditions of Carriage 1991 of the Road Haulage Association in the event of Carriage of Goods by Road in the United Kingdom;
- the conditions of the "Loi Orientation des Transports Intérieurs" (LOTI) in the event of Carriage of Goods by Road exclusively within France;
- the conditions of the "Règlement Professionnel Type des Entrepôts Frigorifiques Publics et des Magasins Généraux Frigorifiques du 6 août 1945" in the event of the Carrier (also) performing cold storage activities in France.

(5) In the event that anything contained in these GENERAL TERMS AND CONDITIONS contravenes or is inconsistent with any of the conditions meant in Clause 3.4, these GENERAL TERMS AND CONDITIONS shall prevail unless the conditions meant in Clause 3.4 by law are made mandatory.

(6) In the event that anything contained in these GENERAL TERMS AND CONDITIONS contravenes or is inconsistent with any applicable international convention or national or foreign law which by law are made mandatory, these GENERAL TERMS AND CONDITIONS shall, to the extent of such contravention or inconsistency but no further, be void.

(7) Any rights of the Carrier under these GENERAL TERMS AND CONDITIONS are in addition to and shall not in any way limit or reduce any right of the Carrier under any applicable law.

## II PERFORMANCE OF THE CONTRACT

### 4. Sub-contracting

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

(2) The Merchant undertakes and warrants that no claims or allegations shall be made against any servant, agent, or Sub-Contractor of the Carrier which impose or attempt to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with the Goods and, if any such claim or allegation should nevertheless be made, to fully indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent, and Sub-Contractor shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit, and all limitation of and exonerations from liability provided to the Carrier by



law and by the terms hereof shall be available to them, and, in entering into this contract the Carrier, to the extent of those provisions, does so not only on his own behalf, but also as agent and trustee for such servants, agents, and Sub-Contractors.

#### 5. Methods and route of Carriage

- (1) The Carrier may at any time without notice to the Merchant or Person:
  - (a) Use any means of Carriage whatsoever.
  - (b) If necessary unpack and remove the Goods which have been packed into a Unit and forward them in another Unit or otherwise.
  - (c) Proceed by any route at his discretion (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to or stay at any place or port whatsoever, once or more often and in any order.
  - (d) Load or unload the Goods and/or Persons at any place or port (whether or not such port is named overleaf the document evidencing the contract of Carriage as the port of loading or port of discharge) and store the Goods at any such place or port.
  - (e) Comply with any orders or recommendations given by any government or authority, or any Person acting or purporting to act as or on behalf of such government or authority, or having under the terms of any insurance on any conveyance employed by the Carrier the right to give orders or directions.
  - (f) Permit any vessel to proceed with or without pilots, to tow or be towed, to be dry-docked, to undergo repairs and to adjust equipment.
- (2) The discretionary powers set out in Clause 5.1 may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the Carriage of Goods or Persons. Anything done in accordance with Clause 5.1 or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation and shall not give rise to any liability of the Carrier.

#### 6. Matters affecting performance

- (1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind and howsoever arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods or Persons were received for Carriage), the Carrier (whether or not the Carriage is commenced) may either:
  - (a) Without notice to the Merchant or Person, abandon the Carriage or the Goods and/or Persons and place the Goods at the disposal of the Merchant at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods and/or Persons received for Carriage, and the Merchant shall pay any additional costs of the Carriage to and delivery and storage at such place or port, or
  - (b) upon notice to the Merchant or Person suspend the Carriage of the Goods and/or Persons and store the Goods ashore or afloat in accordance with the terms of this document. The Carrier will endeavour to forward the Goods, the Carriage of which has been suspended, as soon as possible after the cause of hindrance, risk, delay, difficulty or disadvantage has been removed, but the Carrier makes no representations as to the maximum period between such removal and the forwarding of the Goods to the port of discharge or place of delivery, whichever is applicable, named in the document evidencing the contract of Carriage. The Carrier shall be entitled to payment of such additional Freight as the Carrier may determine, including but not limited to, charges for storage, handling and any other services to the Goods and/or Persons and for Freight from the place of suspension to the port of discharge or place of delivery, which ever is applicable, crediting the account of the Merchant only to the extent of costs not incurred by the Carrier resulting from such suspension, but without crediting the account of the Merchant for Freight already paid in respect of the Carriage.
- (2) If the Carrier elects to suspend the Carriage under Clause 6.1 (b) this shall not prejudice his right to subsequently abandon the Carriage under Clause 6.1 (a).

#### 7. Delivery and notification

- (1) Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

(2) If the Merchant fails to take delivery of the Goods at the agreed time and place the Carrier shall be entitled, without notice, to unpack the Goods if packed in Units and/or to store the Goods ashore, afloat, in the open or under cover, all at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods stored as aforesaid shall wholly cease, and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

(3) If the Merchant fails to take delivery of the Goods within reasonable time of first presentation of the Goods for delivery by the Carrier to the Merchant, or if in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, without prejudice to any other rights which he may have against the Merchant, without notice and without his incurring any responsibility whatsoever, sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of any sums due by the Merchant to the Carrier.

(4) Refusal by the Merchant to take delivery of the Goods, notwithstanding having been notified of the availability of the Goods for delivery, shall constitute a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof. III CARRIER'S RESPONSIBILITY

#### 8. Port to Port Shipment

(1) In the event of Port to Port Shipment, the liability (if any) of the Carrier for loss of or damage to the Goods occurring from and during loading onto any seagoing vessel up to and during discharge from that vessel or from another seagoing vessel into which the Goods have been transhipped shall be determined in accordance with the Hague Rules, save as follows:

(a) Each vehicle (whether consisting of a single unit, articulated unit or a trailer or semitrailer) together with any containers(s), flat(s), pallet(s), packages(s) or other equipment and together with their respective contents (if any) shall be deemed to be one package or unit for the purposes of Art. IV, para 5 (a) of the Hague Rules.

(b) The Carrier shall be entitled to limit its liability to 666,67 SDRs per package or unit, and Art. IV, para 5 (a) of the Hague Rules shall be read as though the words "2 SDRs per kg of gross weight of the Goods lost or damaged, whichever is the higher," were deleted. An SDR means Special Drawing Right as defined by the International Monetary Fund.

(c) Art. IV, para 5 (c) of the Hague Rules shall be deleted.

(2) Notwithstanding the above, unless and to the extent that any applicable compulsory law provides to the contrary (in which case the Carrier shall have the benefit of every right, defence limitation and liberty in the Hague Rules as applied in this Clause during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea), the Carrier shall be under no liability whatsoever for loss of or damage to the Goods or Persons, howsoever occurring, if such loss or damage arises prior to loading onto or subsequent to discharge from the vessel.

(3) The Carrier shall be deemed to have delivered the Goods or Persons complete and in sound (undamaged) condition unless notice of loss or damage, indicating the general nature of such loss or damage, has been given in writing to the Carrier before or at the time of removal of the Goods into the custody of the Person entitled to delivery thereof or the disembarkation of the Persons, if the loss or damage is not apparent, within three working days thereafter.

(4) In the event of Port to Port Shipment as defined in Clause 1 and elaborated on in this Clause 8 the Carrier shall not be responsible for checking Unit seals or seal numbers and shall not be required by the Merchant to carry out any seal check or to note seal numbers on any document at any time whatsoever. Where seal numbers are noted for whatever reason by the Carrier then no representation whatsoever is made by the Carrier as to the accuracy of the number noted nor to the condition of the seal.

(5) Whenever the Carrier in the event of Port to Port Shipment as defined in Clause 1 and elaborated on in this Clause 8 provides a refrigerating or heating machine or any other temperature controlling device attached to a Unit with fuel, in order to allow it to keep operating during the Carriage, and/or checks the temperature data as they appear from the setting and thermostat of the said refrigerating or heating machine, then this shall be done at the sole responsibility of the Merchant. The Carrier shall thus not be liable for any damage resulting from the fact that the Carrier does not provide such fuel or provides not enough fuel and/or does not check such temperature data or checks them incorrectly and/or does not provide the Merchant with the results of such check.

## 9. Combined Transport

In the event of Combined Transport, the Carrier undertakes to perform and/or to procure in his own name performance of the Carriage from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or the place of delivery, whichever is applicable, and, save as is otherwise provided for in these GENERAL TERMS AND CONDITIONS, the Carrier shall be liable for loss or damage occurring during the Carriage to the extent set out below:

(1) If the stage of the Carriage during which loss or damage occurred is not known:

(a) The Carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by: (i) an act or omission of the Merchant or Person; (ii) insufficiency of or defective condition of packing or marking; (iii) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant; (iv) inherent vice of the Goods; (v) strike, lockout, stoppage or restraint of labour; (vi) nuclear incident; (vii) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence; (viii) compliance with instructions of any Persons entitled to give them.

(b) The burden of proof that the loss or damage was due to one or more of the causes or events specified in Clause 9.1 (a) shall rest upon the Carrier, save that if the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in Clause 9.1 (a) (ii), (iii) or (iv) it shall be presumed that it was so caused. The Merchant or Person shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

(2) If the stage of the Carriage during which loss or damage occurred is known: Notwithstanding anything provided for in Clause 9.1, if it is known during which stage of the Carriage the loss or damage occurred, the liability of the Carrier in respect of such loss or damage shall be determined:

(a) by the provisions contained in any international convention or national law which provisions: version nov-2006 page 32 / 38 (i) cannot be departed from by private contract to the detriment of the Merchant or Person and (ii) would have applied if the Merchant or Person had made a separate and direct contract with the Carrier in respect of the particular stage of the Carriage during which the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable, except that under no circumstances the liability of the Carrier shall extend to live animals and/or Goods that are stated to be carried on deck and are so carried, or

(b) if international convention or national law would not apply by virtue of Clause 9.2 (a) by the Hague Rules if the loss or damage is known to have occurred during waterborne Carriage, or

(c) by the provisions of Clause 9.1 if the provisions of Clause 9.2 (a) and (b) do not apply.

(3) The Carrier shall be deemed to have delivered the Goods or Persons unless notice of loss or damage indicating the general nature of such loss or damage has been given in writing to the Carrier before or at the time of removal of the Goods into the custody of the Person entitled to delivery thereof or the disembarkation of the Persons, if the loss or damage is not apparent, within three working days thereafter.

(4) The Carrier shall be discharged of all liability unless suit is brought and notice thereof is given to the Carrier within twelve months of delivery of the Goods or Persons or the date when the Goods or Persons should have been delivered.

(5) It is expressly agreed that every Carriage undertaken by Norfolkline Containers B.V. from a place of departure on the European Continent to a port in Ireland or onwards or from an inland place of departure in Ireland to a Dutch port or onwards shall be considered Combined Transport as defined in Clause 1 and as elaborated on in this Clause 9. The part of this Carriage, during which the Goods are carried by sea and/or inland waterways, is subject to the provisions of the Hague Rules notwithstanding that the Goods may be carried on deck and/or that no Bill of Lading or similar document will be issued by the Carrier. In respect of every Carriage undertaken by Norfolkline Containers B.V. it is furthermore expressly agreed that the Carrier will not issue any CT document as mentioned in Article 8:44 of the Dutch Civil Code.

10. Carriage of Goods by Road In the event of international Carriage of Goods by Road the liability of the Carrier (if any) for loss of or damage to the Goods shall be determined in accordance with the CMR provisions. In the event of Carriage of Goods by Road exclusively within the Netherlands the liability of the Carrier shall be determined in accordance with the AVC.

11. Carriage of Goods by Rail In the event of Carriage of Goods by Rail the liability of the Carrier (if any) for loss of or damage to the Goods shall be determined in accordance with the CIM provisions.

#### 12. Amount of compensation version

(1) Compensation shall be calculated by reference to the value of the Goods at the place and time they have been delivered to the Merchant, or at the place and time they should have been delivered. For the purpose of determining the extent of the liability of the Carrier for loss or damage to the Goods the sound value of the Goods is agreed to be the invoice value plus Freight and insurance if paid.

(2) In the event of Combined Transport, where the stage of Carriage where loss or damage occurred is not known, or is known, but no international convention or national law is applicable by virtue of Clause 9, compensation shall not exceed 666,67 SDRs per package or unit.

(3) The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and that higher compensation than that provided above may not be claimed unless, with the prior written consent of the Carrier, the value of the Goods declared by the shipper prior to the commencement of the Carriage is stated on the document evidencing the contract of Carriage and extra Freight paid, if required. In that case, the amount of the declared value shall be substituted for the limits laid down herein. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

#### 13. Miscellaneous

(1) The Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct, indirect or consequential loss or damage caused by delay or wrong delivery. Save as is otherwise provided herein, the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct and indirect or consequential loss or damage.

(2) If by order of the authorities at any place, a Unit has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection or recapping. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and repackaging from the Merchant.

(3) The Merchant shall safeguard and keep the Carrier indemnified against all claims and demands whatsoever by whomsoever made in excess of the liability of the Carrier as per these GENERAL TERMS AND CONDITIONS in respect of any loss, damage or delay whatsoever, howsoever arising.

(4) Whenever the Merchant requests the assistance of any of the drivers of the Carrier or the Sub-Contractor and this assistance in all reasonableness does not fall within the scope of the contractual obligations of the Carrier or the Sub-Contractor, then this assistance shall be given at the sole responsibility of the Merchant. The Carrier and/or the Sub-Contractor shall thus not be liable for any damage resulting from such assistance.

(5) The Merchant:

(a) shall be liable for any damage which may be suffered by the Carrier, his Sub-Contractors, his employees, his servants, his agents and/or any other third party caused by the Goods (including hazardous substances and waste) during their loading, handling, custody, stowage, care, Carriage and/or unloading;

(b) shall, without prejudice to the generality of Clause 13.3, safeguard and keep the Carrier indemnified against all claims and demands whatsoever by whomsoever made in respect of any damage caused by the Goods during their loading, handling, custody, stowage, care, Carriage and/or unloading.

For the purpose of this Clause 13.5 "damage" includes loss of life, personal injury, loss of and/or damage to Goods and/or other property, real or personal, loss of and/or damage to the environment, the costs of preventive measures and/or further loss and/or damage caused by preventive measures.

#### IV DESCRIPTION OF THE GOODS

##### 14. Responsibility of the Carrier

The document evidencing the contract of Carriage shall be prima facie evidence of the receipt by the Carrier of the Goods as therein described in respect of the particulars which the Carrier had reasonable means of checking.

## 15. Responsibility of the shipper

The shipper shall be deemed to have guaranteed to the Carrier the accuracy, at the time the Goods were taken in charge by the Carrier, of the description of the Goods, marks numbers, quantity and weight, as furnished by the shipper and he shall fully indemnify the Carrier against any loss, damage and expense arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability hereunder to any person other than the shipper.

## 16. Shipper-packed Units

(1) If a Unit has not been packed by or on behalf of the Carrier the Carrier shall not be liable for loss of or damage to the Goods caused by:

- (a) the manner in which the Unit has been packed, loaded and/or stowed, or
- (b) the unsuitability of the Goods for Carriage in the Unit supplied, or
- (c) the unsuitability or defective condition of the Unit, provided that, if the Unit has been supplied by or on behalf of the Carrier, this unsuitability or defective condition could have been apparent upon inspection by the Merchant at or prior to the time when the Unit was packed.

(2) If a shipper-packed Unit is delivered by the Carrier with its original seal intact, as it was affixed during or following loading of the Unit, irrespective of whether the Carrier or the shipper applied the seal to the Unit, such delivery shall constitute full and complete performance of the Carrier's obligations hereunder and the Carrier shall not be liable for any shortage and/or discrepancy of or to Goods ascertained at delivery.

(3) The Merchant shall fully indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in Clause 16.1 (c). The Merchant shall not be liable to indemnify the Carrier in respect thereof unless the provision referred to in that Clause applies.

## 17. Inspection of Goods

The Carrier or any Person to whom the Carrier has subcontracted the Carriage or any Person authorised by the Carrier shall be entitled, but under no obligation, to open any Unit or package at any time and to inspect the Goods. The right of the Carrier to rely on Clause 16.2 shall not be prejudiced in any way in case the Carrier is obliged to open the Unit pursuant to an order of the (customs) authorities.

## V FREIGHT, PAYMENT AND LIEN

### 18. Freight and payment

(1) Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.

(2) The attention of the Merchant is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies relative to Freight.

(3) Freight is calculated on the basis of particulars furnished by or on behalf of the shipper. The Carrier may at any time open any Unit or other package or unit in order to identify, weigh, measure or value the contents, and, if the particulars furnished by or on behalf of the shipper are incorrect, it is agreed that a sum equal to double the correct Freight less the Freight charged, shall be payable as liquidated damages to the Carrier.

(4) All Freight shall be paid without any set-off, counter claim, deduction or stay of execution before delivery of the Goods or Persons, failing which the Carrier shall be entitled to withhold delivery until payment in full has been received. The Carrier shall be further entitled to 1% interest or a higher interest rate as notified by the Carrier to the Merchant with reasonable notice per month as from the original date of delivery and to full compensation of all costs and damages incurred by non-payment or late-payment of the Freight including but not limited to legal fees.

(5) The shipper shall undertake and warrant that the Persons and/or entities falling within the definition of Merchant in Clause 1. shall be jointly and severally liable for the payment of Freight and liquidated damages as provided in this Clause.

(6) Any Person engaged by the Merchant to perform forwarding services with respect to the Goods, shall be considered to be the exclusive agent of the Merchant for all purposes and any payment of Freight to such Person shall not be considered payment to the Carrier in any event. Failure of such Person to pay the Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight.

(7) The Carrier may at all times, even after a Freight has been agreed between parties, revise the agreed Freight with reasonable notice.

(8) Payment shall be made in the currency in which the Freight has been agreed and/or invoiced, unless it has been otherwise agreed. In the latter case any exchange losses suffered by the Carrier shall be for the account of the Merchant.

(9) If the amount due to the Carrier from the Merchant according to any invoice has not been promptly and fully paid to the Carrier by or on behalf of the Merchant within 15 days of the invoice date or, if a different period for payment has been agreed in writing, within that different period, the Merchant shall owe interest on the invoice amount or the unpaid balance thereof, as the case may be, from the invoice date at the rate of 1% per month or a higher interest rate as notified by the Carrier to the Merchant with reasonable notice, in which part of a month shall be taken as a full month, all the above without any demand, summons or notice of default from the Carrier to the Merchant being required.

(10) The Merchant shall at no time whatsoever be entitled to any set-off against claims or charges of or made by the Carrier.

(11) The Merchant shall be deemed to have approved the invoice as correct and to have acknowledged the debt if the invoice has not been protested in writing within 14 days of its date.

(12) All costs arising from or in connection with the exercise by the Carrier of his rights arising from or in connection to the contract of Carriage or for the rendering of other services that has been concluded with the Merchant, including all costs arising from or in connection with the judicial and/or extra-judicial collection of any invoice amount which has not been paid in time or not been paid in full or arising on any other account, shall be for the account of the Merchant without any demand, summons or notice of default being required; and also the costs of any demand, summons or notice of default not awarded against the unsuccessful party in the event of any court proceeding, all the above with a minimum of NLG 1,000.00 (one thousand Dutch Guilders) per amount to be collected. The amounts entered in the books of the Carrier with respect to the aforesaid costs shall constitute full proof as to the total amount of the aforesaid costs, unless the contrary is proven by the Merchant.

#### 19. Lien

The Carrier shall have a lien on the Goods and the right to sell the same by public auction or otherwise at his discretion for all Freight, charges and expenses of whatever kind and nature due to the Carrier under the contract of Carriage and under these GENERAL TERMS AND CONDITIONS and also in respect of any previously unsatisfied amounts of the same nature and for the costs and expenses of exercising such lien and such sale. Such lien and liability shall remain valid notwithstanding that the Goods have been landed, stored or otherwise dealt with. If on the sale of the Goods the proceeds fail to realise the amount due, the Carrier shall be entitled to recover the difference from any of the parties included in the term Merchant in Clause 1.

#### VI MISCELLANEOUS

#### 20. General average

(1) In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible, by statute, contract or otherwise, the Merchant shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods. All expenses in connection with a general average act to avoid damage to the environment shall always be deemed general average expenses.

(2) General average shall be adjusted according to the latest version of the York/Antwerp Rules at any port or place in any currency at the option of the Carrier. The Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery when the Carrier requires this, or, if the Carrier does not so require, within

three months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for a general average contribution due to the Merchant.

(3) Conversion into the currency of the adjustment shall be calculated at the rate prevailing on the date of payment for disbursements and on the date of completion of discharge of the vessel for allowances, contributory values etc.

(4) In the event of any general average credit balance due to Merchants still being unclaimed 5 years after the date of issue of the adjustment, these shall be paid to the Carrier, who will hold such credit balances pending application by the Merchants entitled thereto.

(5) If a salvage vessel is owned or operated by the Carrier, salvage shall be paid to the same extent as should the salvage vessel or vessels belong to other parties.

#### 21. Both-to-Blame Collision Clause

The Both-to-Blame Collision Clause as adopted by Bimco is to be considered incorporated in these GENERAL TERMS AND CONDITIONS.

#### 22. Optional stowage and deck cargo

(1) The Goods may be packed by the Carrier in Units and consolidated with other Goods in Units. The Carrier shall not be liable for damage to or loss of the Goods therein and the Merchant shall indemnify the Carrier for any loss, damage or expense incurred by the Carrier if this is attributable to:

- (a) The Goods being unsuitable for Carriage in the Unit actually used;
- (b) the unsuitability of or defective condition of the Unit, unless the Unit has been supplied by the Carrier and the unsuitability and/or defective condition would have been apparent by reasonable means of checking at the time when the Carrier accepted the Unit for conveyance.

(2) Goods, whether or not packed in Units, may be carried on deck or under deck without notice to the Merchant. All such Goods, whether carried on deck or under deck, shall participate in general average and shall be deemed to be within the definition of Goods for the purpose of the Hague Rules and shall be carried subject to these Rules.

(3) Notwithstanding Clause 22.2 in the case of Carriage of Goods which are stated on the Bill of Lading as being carried on deck and which are so carried, the Hague Rules shall not apply and the Carrier shall be under no liability whatsoever for loss, damage or delay, howsoever arising.

#### 23. Dangerous Goods

(1) No Goods which are or may become dangerous, combustible, inflammable or damaging (including radio-active materials), or which are or may become liable to damage any property whatsoever, shall be tendered to the Carrier or Carriage without his express consent in writing, and without the Unit in which the Goods are to be carried as well as the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such written consent and/or marking, or if in the opinion of the Carrier the Goods are liable to become of a dangerous, combustible, inflammable or damaging nature, they may at any time be destroyed, disposed of, abandoned, or rendered harmless without any compensation to the Merchant and without prejudice to the right to Freight of the Carrier.

(2) The Merchant undertakes that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws or regulations, which may be applicable during the Carriage.

(3) Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall fully indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of the Carriage of such Goods.

(4) Nothing contained in this Clause shall deprive the Carrier of any of his rights provided for elsewhere.

#### 24. Reefer heating machines

(1) The Carrier does not accept liability for the consequences of malfunctioning of the refrigerating or heating machines attached to or fit in any Unit used for Carriage.

(2) The Merchant releases and indemnifies the Carrier, his employees and every servant or agent of the Carrier including every Sub-Contractor from and against all claims, losses and expenses whatsoever in respect of any loss, deterioration or damage to the Unit, its refrigeration plant or the Goods which arises from or as a consequence of:

(a) Failure to provide or delay in providing a suitable electricity supply to operate the Unit's refrigeration plant or failure to provide suitable electrical or other equipment to enable the electricity supply of the vessel or train to be connected to the Unit's refrigeration plant, or

(b) refusal to connect the vessel's or train's electricity supply to the Unit's refrigeration plant and the Carrier shall in this respect have an absolute right to refuse to permit such a connection if the Carrier considers that the Unit or its refrigeration plant is unsuitable for connection with the electricity supply of the vessel or train or would be unsafe if so connected.

25. Variation of the contract No servant or agent of the Carrier shall have the power to waive or vary any of the terms of these GENERAL TERMS AND CONDITIONS, unless such waiver or variation is in writing and is specifically authorised or ratified in writing by an officer of the Carrier.