

General Conditions for Passengers of Scandlines Deutschland GmbH and of Scandlines Rostock – Gedser GmbH

§ 1 Preamble

- (1) These General Conditions (hereinafter referred to as "**General Conditions**") apply to all contracts of carriage concluded between Scandlines Deutschland GmbH or Scandlines Rostock – Gedser GmbH (hereinafter referred to as "**Scandlines**") and individual passengers or groups of passengers. For groups of passengers, including external services booked via Scandlines the General Conditions "Passenger Groups" additionally are applicable and in case of contradictions shall prevail. The General Conditions also apply to all passengers' carriage with vehicles, provided these vehicles belong to one of the classes of vehicles for which Scandlines' carriage rates are valid at the time of conclusion of the contract of carriage, and provided they are officially licensed for international road traffic (hereinafter "**vehicles**"). The General Conditions further apply to all passengers' carriage with domestic animals (pets), baggage and/or other goods. The General Conditions also apply to all contracts of carriages between the passenger and Scandlines for combined ferry tickets, in which Scandlines' services are combined with those of other shipping companies in a package deal.
- (2) With the exception of liability for damages suffered by passengers in connection with the railway operation, the rail-sea carriage of passengers is subject to the provisions of the General Conditions.

The General Conditions are on display at Scandlines' Service Centres and are available at these centres upon request. The General Conditions are further available at travel offices and travel agencies (hereinafter jointly referred to as "**travel operators**") and may be inspected at these places. They may also be inspected at the check-in counter, on the Internet at URL: www.scandlines.de as well as in other information materials of Scandlines.

§ 2 Conclusion of contracts of carriages

- (1) In order to conclude a contract of carriage the passenger may contact Scandlines orally, by telephone, in writing (including fax and e-mail) or via Internet at the URL: www.scandlines.de, or through the agency of a travel operator. Scandlines shall regard the aforementioned contact as a request to offer the conclusion of a contract of carriage to the passenger. Such offers of Scandlines shall always be subject to these General Conditions.
- (2) Scandlines at any time is entitled to ask the passengers for personal data according to § 2 par. 2 of these General Conditions of Carriage.

§ 3 Fares; Payment Dates

- (1) The carriage charge for each crossing is calculated on the basis of the tariff selected on the day of booking or booking alteration at the prices valid on the date of the crossing for the cited routes and journey data. The conditions for the "Economy", "Economy EXTRA" and "FLEX" tariffs (hereafter: "**tariffs**") are published in the latest tariff information. The current fares can be accessed on the internet at www.scandlines.de, or you can ask at the Scandlines Service Centres.
- (2) The prices exclusively apply to tickets bought in Germany. The ferry tickets' prices bought in other countries, which have not joined the EURO-currency, such as Denmark or Sweden, may differ from German prices and are based on the prices valid in those countries. In case of payment in other currencies than the respectively applicable local currency, the exchange rate is calculated based on the exchange rate effective within the Scandlines-system.
- (3) The fare is due and payable immediately after the conclusion of the respective contract of carriage. Should cancellation, termination, change of booking etc. lead to a customer's claim to reimbursement of the fare or a part hereof, Scandlines will reimburse the customer less any and all applicable deductible charges etc. in so far as details of a suitable bank connection for the customer have been supplied. Due to technical reasons, such reimbursement cannot take place sooner than 6 weeks after payment has been made. Costs and bank transfer fees shall be borne by the customer, unless Scandlines, contrary to § 9 of these General Conditions of Carriage, is liable for the reason for reimbursement. Reimbursement amounts of EURO 5.00 or less will not be refunded.
- (4) A Passenger paying in cash may use other selected currencies besides EURO at the check-in counters. The passenger may obtain binding information regarding the acceptance of foreign currencies and the respective conversion rates applicable for Scandlines at the respective check-in counters.

§ 4 Ferry tickets; inspection

- (1) For each contract of carriage, Scandlines issues a travel document to the respective passenger. The travel document is only valid for the date and time printed on it for the (single and, if relevant, return) crossing. On other crossings there is no entitlement to carriage. However, if another crossing is selected the passenger shall be entitled to a change in booking. The consequence of the change in booking shall be determined in accordance with the detailed provisions of these General Conditions of Carriage relating to cancellation by the passenger or to the rules on changes concerning the respective tariffs.

Scandlines Deutschland GmbH
Sitz der Gesellschaft
Hochhaus am Fährhafen
Am Bahnhof 3 a
18119 Rostock
Deutschland

Aufsichtsratsvorsitzender
Søren Poulsen Jensen
Geschäftsführer
Morten Haure-Petersen (Vors.)
Dr. Gernot Tesch
Heiko Kähler

Handelsregister
Rostock, HRB 4472

If Scandlines issues ferry tickets with no specific date of travel, the (single) journey must be made within three months from the date of the conclusion of the contract of carriage. After these periods of validity, the right to carriage expires, and the passenger may only demand a refund of any fare already paid according to § 10 (termination by the passenger).

Regarding ferry tickets for return journeys, which do not indicate the date of the return journey, the return must likewise take place within three months from the date of the conclusion of the contract of carriage. After this time the return right to carriage expires, any fare already paid can be refunded only (if applicable, § 10 par. 7) according to the provisions covering the refund of unused services (§ 10 par. 4). In the case of open return voyages, the highest price in the relevant carriage rate within the period of the validity of the ticket shall always apply for the calculation of the carriage charge. If a booking is altered to a specific departure time up to one calendar day before departure, the difference in the amount will be refunded. If a booking alteration is not made up to one calendar day before departure, no refund will be given.

- (2) The time restrictions under par. 1 of this Section do not apply to travel documents, vouchers etc. which are explicitly designated as "open", the validity of which is determined in accordance with the statutory regulations.
- (3) Meals on board bought online or in Scandlines Service Centre will be included in your Scandlines ferry booking. When you tip in your booking number / booking-ID at the check-in in the port you will automatically receive a food-voucher. This voucher is your means of payment for the prepaid meal and is to be given to the staff in the "Scandlines Buffet" onboard the ferry.

The order confirmation and ticket itself is not accepted as means of payment in the "Scandlines Buffet" on board. Forgotten or lost food-vouchers will not be refunded, and it is not possible to get the reserved table and pre-booked onboard meal without a valid food-voucher.

To get the reserved table, you must present your voucher in the "Scandlines Buffet" at the latest 15 minutes after departure. Should you not meet this deadline you will lose your reserved table and you will be placed in the ordinary queue to get the first table available. The voucher, however, stays valid for your booked crossing.

As long as you fulfill the conditions for rebooking of the ticket, also your pre-booked food will be open for rebooking. Any difference to a higher price between the meal pre-booked and the meal consumed must be paid in the port at the check-in. A rebooking of the pre-booked meal is only possible in the manual lane in the port. To get a refund in result of any changes to departures with lower prices for pre-booked food you have to send a written request to Scandlines Customer Service until 1 month after used departure.

General cancellation and refunding of a pre-booked onboard meal can only take place if you have informed Scandlines Customer Service before the departure time stated on your booking confirmation.

- (4) The ferry ticket may be transferred to a third party until the beginning of the journey (pursuant to § § 793, 807 of the German Civil Code - *Bürgerliches Gesetzbuch*). Transferred tickets may only allow for the transport of vehicles which qualify for the same price category of Scandlines; tickets are also transferable if the registration number of the vehicle appears on the ferry ticket. For special fares (e.g. child or student fares), the ferry ticket may only be transferred to persons meeting the requirements of the special fares.
- (5) Within a group of tourists, each group member is entitled to the rights and obligations arising from the contract of carriage.
- (6) The passenger, or the tourist guide in case of a tourist group, has to display the ferry ticket at the beginning of the journey.
- (7) Ferry tickets that have been lost or mislaid cannot be replaced. However, if the passenger can substantiate within the period of validity of the ticket that the original ferry ticket has been lost or cannot be found, then after expiry of the ticket's validity and subject to the condition that the ticket really has not been used he shall be able to claim a refund of the carriage charge less any and all applicable deductible charges etc. This only applies, however, if the loss of the ticket is notified before the booked departure. If the loss is notified within the cancellation deadlines, only the fees as set out in § 10 par. 2 will be charged if the ticket is not to be used.
- (8) Notwithstanding further claims arising from the conditions of carriage, by concluding the carriage contract the passenger declares his agreement that Scandlines may inspect boarding cards and photographic identification on the premises of the respective ferry port and on the respective Scandlines ship. The passenger also declares his agreement that Scandlines may search the vehicle used and any baggage brought onto the premises of the respective ferry terminal or Scandlines ship, or conduct a body search, if there is concrete evidence of a right to deny carriage (reason for termination of the carriage contract) or if there is an impending occurrence of criminal behaviour or behaviour relevant to security.

Insofar as national and international safety guidelines apply, especially as regards observance of the ISPS (International Ship and Port Facility Security Code), e.g. if there is an increased level of danger, the passenger declares his agreement that Scandlines is obliged to conduct more extensive inspections and measures on the premises of the respective ferry port and the respective Scandlines ship. Scandlines is permitted to select specially commissioned and appropriate third parties to carry out the inspections.

Scandlines Deutschland GmbH

Sitz der Gesellschaft
Hochhaus am Fährhafen
Am Bahnhof 3 a
18119 Rostock
Deutschland

Aufsichtsratsvorsitzender
Søren Poulsen Jensen

Geschäftsführer
Morten Haure-Petersen (Vors.)
Dr. Gernot Tesch
Heiko Kähler

Handelsregister
Rostock, HRB 4472

§ 5 Carriage of passengers with and without vehicles; third-party services

- (1) Scandlines is entitled to provide carriage and all services in connection therewith either with its own or with chartered vessels or through other shipping companies which are described in more detail in Scandlines' timetables.
- (2) The passenger, travelling with or without vehicle, may demand to be carried by a particular ferry only if the passenger has reserved a particular departure for her/himself and, if applicable, the accompanying vehicle, has had the reservation confirmed in writing by Scandlines or been informed of a valid booking number and the information made in the booking concerning type of vehicle and number of passengers correspond with the type of vehicle and number of passengers actually to be carried. Unless the passenger and Scandlines have concluded a separate agreement in writing, the reservation includes no obligation of Scandlines to use the boat or type of boat for carriage scheduled in the timetable. Unless otherwise stated in the timetable, such indication of particular boats or types of boats shall not be binding.
- (3) The passenger's right to be carried without a vehicle on a particular departure expires if the passenger does not go on board the ferry at least 15 minutes before the scheduled departure time, or - if the ferry arrives later or Scandlines is responsible for the delay - does not appear in good time which can generally be considered as appropriate for going on board, and a trouble-free operation of the ferry could be compromised by belated admission of the respective passenger.
- (4) The passenger's right to be carried with a vehicle on a particular departure expires if the vehicle is not made available for loading at the embarkation port within a certain period before the scheduled departure of the ferry determined by Scandlines (hereinafter "**stand-by times**"). Stand-by times can vary by routes; the corresponding stand-by times are indicated in the respective timetables. Making the vehicle available means that check-in, border and customs clearance have been completed, and that there are no other obstacles within the sphere of the passenger's responsibility that may prevent immediate loading.
- (5) In relation to Scandlines, the passenger assumes sole responsibility that s/he, any accompanying minors and her/his baggage fulfils the entry requirements of the country of the port of destination, particularly (but not limited to) that s/he is in possession of the necessary identity papers and/or visa, as well as not infringing the other foreign trade, customs, tax, import, passport or health regulations, including import regulations for pets and fresh food. In relation to the passenger, Scandlines reserves the right (without obligation) to check whether the passenger fulfils the respective entry requirements before the journey commences.
- (6) If, as a consequence of not fulfilling the entry requirements, the passenger is not allowed to enter the country of the port of destination and therefore decides to travel further or to return, Scandlines is entitled to claim the fares for the respective additional distances.
- (7) During transportation, the passenger is to behave as demanded by the safety and order of the ferry operation, her/his own safety and consideration of other passengers. The passenger is to follow the instructions of the ship's officers and other persons instructed by Scandlines (§ 665 of the German Commercial Code - *Handelsgesetzbuch*). By order of the captain or the mate, a passenger may be kept in detention until the next port is reached (including non-scheduled ports), as far as this is required for the passenger's own and/or other passengers' safety and/or insofar as this is appropriate to protect the legitimate interests of other passengers demanding consideration according to the prevailing practise.

§ 6 Carriage of unaccompanied children and young people

- (1) Carriage of unaccompanied children aged under 14 is not permitted. Carriage of unaccompanied young people aged from 14 to 17 may take place if, on demand of Scandlines, the written consent of someone in parental authority has been granted and any documents required for entry into the country of the port of destination have been furnished on demand.
- (2) The ship's officers or other persons instructed by Scandlines are entitled, but not obliged, to check the age, the existence of the written consent of a person in parental authority and of any further documents required for entry into the country of the port of destination before the journey commences. § 5 par. 7 (additional fares after failed entry) applies *mutatis mutandis* concerning the extent of the claim of unjustified enrichment.

§ 7 Carriage of pets; Liability

- (1) The carriage of pets without an accompanying person (hereinafter "**pet owner**") is not permitted. The carriage of pets not meeting the entry requirements of the destination country (particularly through missing entry permits and vaccination and/or health certificates) is also not permitted. The ship's officers or other persons instructed by Scandlines are entitled, but not obliged, to check whether entry requirements have been fulfilled before the journey commences. § 5 par. 7 (additional fares after failed entry) applies accordingly.
- (2) Living pets are only to be transported in vehicles or in proper special devices brought by the passenger (e.g. trailers). In exceptional cases, small animals may, until revoked by the ship's officers or other persons instructed by Scandlines, be transported in suitable containers, out of which they cannot escape, and/or on a leash. It must be ensured that in any case the pets remain under constant supervision by the pet owner and represent no danger to other passengers.

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Sitz der Gesellschaft
Hochhaus am Fährhafen
Am Bahnhof 3 a
18119 Rostock
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Handelsregister
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- (3) Guide dogs and similar companion dogs (working dogs and dogs with a psycho-therapeutic role) that accompany passengers with disabilities travel on the ship free of charge and without a transport container. The waiving of charges and carriage on the ship is dependent on proof of medical necessity. Passengers wishing to travel with a companion dog must inform Scandlines in advance by telephone; please see our separate "Information on Passenger Rights in accordance with Regulation (EU) 1177/2010". Check-in must be completed at least 60 minutes before the scheduled departure time.
- (4) Pets - with the exception of guide dogs and guide dogs in training - are not allowed in the restaurant without permission of the ship's officers or other persons instructed by Scandlines.
- (5) Should the pet owner repeatedly violate the aforementioned General Conditions for animals on board of the ferry, particularly to keep dogs on a leash and muzzled, the ship's officers or other persons instructed by Scandlines are entitled, but not obliged, to take the animal into custody and only returning the animal to the pet owner on leaving the ferry and/or to take the animal and its owner from board at the next port (also non-scheduled ports). Scandlines charges the pet owner EURO 50.00 for the custody of the animal and for taking it from board at a port (including a non-scheduled port). Scandlines reserves the right to claim significantly (at least 10 percent) higher expenses or significantly higher damages. It is up to the pet owner to furnish prove that Scandlines has sustained no or significantly (at least 10 percent) lower expenses or damages.
- (6) The pet owner shall be liable for pollutions of the ferry of considerable extent and damages to it and its facilities caused by the animal, as well as for damages caused to other passengers according to the applicable legal stipulations. Minor fouling of the ferry can be cleared immediately by the pet owner her/himself; if the owner does not clear the minor fouling immediately and/or properly, Scandlines will charge the pet owner the actual cleaning costs, at least, however, amounting to EURO 30.00. It is up to the pet owner to furnish prove that Scandlines has sustained no or significantly (at least 10 percent) lower expenses or damages.

§ 8 Carriage of baggage and special cargo; Liability

- (1) Hand baggage and usual baggage that the passenger has in or on her/his vehicle, in her/his cabin or otherwise in her/his possession, care or observation, is carried without extra charge (hereinafter "**baggage**").
- (2) Larger baggage units, bulky goods and freight of all kinds are not transported, unless Scandlines has assented to their transport in writing (hereinafter "**special cargo**").
- (3) The transport of baggage and/or special cargo is not permitted without an accompanying person (hereinafter "**owner**").
- (4) Dead bodies are only to be transported in vehicles and only if the legal requirements for the transport of dead bodies of the country of embarkation, the corresponding legal requirements of the port of destination and the regulations of the International Agreement on Body Transport of February 10, 1937 are observed.
- (5) The transport of baggage and/or special cargo contravening criminal law or criminal regulations according to German law or the law of the country of embarkation or of the port of destination (particularly German Narcotics Act - *BtMG*), German Act on Arms (*WaffRNeuRegG*) or foreign trade, customs, tax, import or export regulations or regulations for the transport of hazardous materials (particularly the German Law for the Transport of Hazardous Goods and its issued decrees - *Gefahrgutbeförderungsgesetz*), is not permitted. Accompanying firearms and/or ammunition must be declared by the owner in good time before commencement of the journey to the ship's officers or the staff commissioned by them for this purpose (hereinafter "**duty to declare**"). A right to carry firearms and/or ammunition only exists with regard to the reported objects and only if and insofar as the ship's officers or the staff commissioned by them for this purpose explicitly consent to the carriage of the firearms and/or ammunition before the journey commences. Such consent may be reserved to the precondition that the owner hands over the firearms and/or ammunition to the ship's officers for safekeeping. Scandlines bears any costs arising from such safekeeping. If firearms and/or ammunition are brought on board without fulfilling the duty to declare or without the agreement of the ship's officers or the staff commissioned by them for this purpose, the ship's officers may take them into safekeeping and/or discharge them at any location, destroy them or otherwise make them harmless. For the safekeeping of undeclared firearms and/or ammunition, Scandlines will charge the owner EURO 50.00, insofar as significantly higher costs or damages do not arise. It is up to the owner to furnish prove that Scandlines has sustained no or significantly (at least 10 percent) lower costs or damages. The liability of the passenger (owner) and the other rights of the ship's officers according to §§ 673, 564, 564a, 564b of the German Commercial Code (*Handelsgesetzbuch*) remain unaffected.
- (6) The ship's officers or other employees of Scandlines are entitled, but not obliged, to conduct spot checks and searches of baggage and special cargo.
- (7) The owner is liable to Scandlines and other passengers for any damages arising to Scandlines and/or other passengers from objects brought on board by the owner, according to legal stipulations, particularly § 673, 411 of the German Commercial Code (*Handelsgesetzbuch*).
- (8) Baggage and/or special cargo left on board by the owner and found by Scandlines, is taken into safekeeping by Scandlines for an appropriate charge or for a reimbursement of its expenses and brought to the home port of the respective ferry. Scandlines is entitled to search the baggage and/or special cargo and/or to deposit it with third parties. Scandlines will report the discovery and the safekeeping to the address given on the label of the baggage or special cargo. In regard to the safekeeping of the baggage and special cargo and the rights and responsibilities thereby arising, Scandlines, and/or the third party with whom Scandlines has deposited the baggage or special cargo, assume liability only for damages caused intentionally or by gross negligence of their legal representatives, employees or accomplices.

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As far as the liability of Scandlines or of the third party is excluded or limited, this also applies for the personal liability of the legal representatives of Scandlines and/or the third party and for their respective employees and accomplices. The passenger (owner) may only make her/his return claim in writing, supplying proof of entitlement, and only within an exclusion period of three months after her/his arrival at the port of destination. After this period has expired, Scandlines may deal with the baggage or special cargo at its own discretion.

§ 9 No entitlement to transport with the next crossing; cancelled and delayed crossings; exclusion of liability (does not apply to claims under Regulation (EC) 1177/2010 and Regulation (EC) 392/2009)

- (1) As a matter of principle, the passenger is not entitled to carriage on the next crossing unless this was explicitly booked by the passenger or the passenger is using a ticket which explicitly contains an entitlement to carriage on the next crossing under the charge and tariff conditions, such as "FLEX-Tariffs".
- (2) In case of unfavourable sea and weather conditions, such as high and low water, heavy gales, icing of or the risk of ice for (departure or destination) ports and routes, during a closure of (departure or destination) ports and routes for other reasons, measures of force majeure, danger of epidemic, threat of assassination or breakdown of ships for reasons for which Scandlines is not accountable, Scandlines reserves the right to cancel crossings.
- (3) The departure and arrival times given in Scandlines' timetables are based on experience. They can be missed during extreme weather conditions, a high level of traffic at the arrival or destination port or on the sea lanes or other similar unscheduled events of a high impact in connection with the ferry operation. Unless the scheduled arrival time is exceeded by more than a third of the scheduled crossing time, the passenger has no right of withdrawal or claim for damages in any case. Such performance is deemed to be a proper performance of the contract of carriage. For longer delays (hereinafter "**delays**") the passenger has the right to withdraw from the contract of carriage if s/he has not yet started the journey. The same applies for cancellations.
- (4) Scandlines shall be liable for damages from injury to life, body or health and for damages to vehicles, animals, baggage or other luggage (special cargo), according to the applicable legal stipulations, particularly according to Art. 2 ff. of the appendix to § 664 of the German Commercial Code (*Handelsgesetzbuch*). The passenger shall bear a deductible (*Selbstbehalt*) of EURO 300.00 in case of damages to a vehicle and a deductible of EURO 30.00 in case of loss of or damage to other baggage (Art. 6 par. 4 of the appendix to § 664 of the German Commercial Code). For damages not covered in the appendix to § 664 of the German Commercial Code and not caused intentionally or by gross negligence of Scandlines, its legal representatives, employees or accomplices (especially - without limitation - for damages caused by post-departure delays attributable to Scandlines or damages attributable to Scandlines due to cancellations of crossings), the liability of Scandlines shall be restricted to the agreed fare. As far as the liability of Scandlines is excluded or restricted, this shall also apply to the personal liability of its legal representatives and its respective employees and accomplices. Claims for futilely spent holiday time are excluded.
- (5) Scandlines is not responsible for the guarding of baggage, special cargo or vehicles during the crossing or in port. To cover risks exceeding its liability Scandlines recommends to the passenger to conclude an insurance contract to cover any risks exceeding the liability of Scandlines.
- (6) Deviating from par. 4, the stipulations of the COTIF/CIV agreement exclusively apply for rail-sea transport with respect to liability for injury to persons or property suffered by a passenger through an accident in connection with rail operation while s/he is in the train compartment or climbing into or out of the railway carriage (Art. 33 § 2 CIV).

§ 10 Claims under Regulation (EC) 1177/2010 and Regulation (EC) 392/2009

- (1) The passenger's claims due to delays/cancellations under Regulation (EC) 1177/2010 are not affected by the above-mentioned provisions and the passenger is entitled to them in accordance with the requirements of Regulation (EC) 1177/2010. If a departure is cancelled or delayed and this necessitates a stay of one or more nights or an extension of the stay planned by the passenger within the meaning of Regulation (EC) 1177/2010, the total costs of the accommodation ashore, excluding the costs of transport between the port terminal and the place of accommodation, shall be limited to € 80.00 per passenger per night, for a maximum of three nights (Article 17(2) of Regulation (EC) 1177/2010).
- (2) The passenger's claims due to liability for accidents under Regulation (EC) 392/2009 are not affected by the above-mentioned provisions and the passenger is entitled to them in accordance with the requirements of Regulation (EC) 392/2009. Scandlines shall only be liable for claims under Regulation (EC) 392/2009 subject to a deductible in the amount of 330 units of account in the event of damage to a vehicle or 149 units of account in the event of the loss of or damage to other luggage per passenger. That amount shall be deducted from the amount of compensation.

§ 11 Cancellation and change of reservation by the passenger

- (1) Pursuant to § 4(1) of these General Terms and Conditions of Carriage, the passenger is entitled to cancel the contract of carriage at any time before the ticket's validity expires. Notice of cancellation must be addressed to Scandlines and can in the case of individual passengers be given either verbally or in writing; in the case of bus and/or group tours, it must be submitted in writing. If the contract of carriage was concluded through a travel agent, notice of cancellation should be submitted to the agent in question. Any notice of cancellation addressed to Scandlines will, however, serve to meet the deadline stated in paragraphs 2 and 7 below.

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Hochhaus am Fährhafen
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- (2) In all other cases, the Change in Booking, Cancellation and Fare Conditions as amended in 2013 apply to individual, group or bus tours.
- (3) On expiry of ticket validity pursuant to § 4(1) of these General Terms and Conditions of Carriage, any right of cancellation by the passenger is excluded without prejudice to the right to cancel for cause. If the passenger has not made use of any partial services for which Scandlines sets out a separate charge in its price lists and if he can provide evidence thereof in the form of written confirmation from the on-board personnel or – in the case of a combined ticket – by presenting the unused voucher for the remaining (partial) services associated with the single service package, Scandlines will refund 20 percent of the difference, minus the administration fee as per paragraphs 2 and 3, between the charge set out in the price list for the service booked and the charge set out there for the service actually used.
- (4) If a travel agent has brokered the contract of carriage between Scandlines and the passenger, the latter must if cancelling approach the travel agent to assert his claim for a refund, in which case the latter will then act as intermediary to effect a settlement between the passenger and Scandlines. If to do so should make it unreasonably difficult in an individual case for the passenger to settle his claim, he can also assert his claim directly in writing against Scandlines itself.
- (5) “Special Discount Tickets” can be subject to deviating conditions which will in all cases be published with the special discount offer in the fare information and/or on the Internet. In all other cases, these General Terms and Conditions of Carriage apply.
- (6) In the event of cancellation of the contract of carriage for a group booking (15 or more paying passengers) or bus booking, the enterprise or person responsible will be liable:
 - a) on the Puttgarden-Rødby and Helsingør-Helsingborg lines and in the case of the Sweden ticket via Puttgarden, to pay 50 percent of the agreed transport price in the event of cancellation between the second calendar day before departure and the point of departure and, in the event of cancellation after departure, 80 percent of the agreed transport price.
 - b) on the Rostock-Gedser line and in the case of the Sweden ticket via Rostock, to pay 50 percent of the agreed transport price in the event of cancellation between the 7th and 3rd calendar days before departure; 70 percent in the event of cancellation between the 2nd calendar day before departure and the point of departure and, in the event of cancellation after departure, 80 percent of the agreed transport price.

Any previously paid transport fare in excess of these percentage rates exclusive of administration fee will be refunded to the passenger. In all cases, the passenger will be liable to pay an administration fee of €10 per ferry ticket to be deducted from the amount to be refunded (cf., however, § 3(3)).

The transport fare will be refunded only in exchange for the return of the ferry ticket and/or cabin ticket.

The passenger is at liberty to provide evidence that Scandlines has made – or should have made, had it acted in good faith – a saving significantly (at least ten percent) in excess of the flat-rate expenses taken as a basis by it in pursuance of the preceding paragraphs 2 and 3.

§ 12 Termination by Scandlines

- (1) Scandlines may terminate the contract of carriage before commencement of and during the journey for good cause. A good cause for termination may arise in particular, if the passenger
 - a) does not fulfil the relevant entry regulations of the country of destination, in particular cannot produce the necessary identity papers and/or visa,
 - b) is incapable of travelling and/or significantly puts other passengers at risk because of general or infectious illness, infirmity or for other reasons,
 - c) is travelling unaccompanied though dependent on an escort,
 - d) does not fulfil the entry requirements of the country of destination for accompanying animals,
 - e) has not yet paid the fare for the respective crossing, or not paid in full, at the time of commencement of the journey and does not immediately pay the outstanding amount; the rights arising from § 323 of the German Civil Code (*Bürgerliches Gesetzbuch*) remain unaffected,
 - f) has made false or incomplete statements on the class and type of the accompanying vehicle, leading to the vehicle having been classified incorrectly in a lower price category according to Scandlines' price list,
 - g) has made false or incomplete statements on the measurements, weight and size of special cargo thereby circumventing the consent of Scandlines to carry it under the agreed conditions,

Scandlines Deutschland GmbH
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Deutschland

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- h) has more than inconsiderably endangered the safety of other passengers through persistent disregard of the regulations for the carriage of animals, baggage and/or special cargo and/or through repeated disregard of the instructions of the ship's officers or other persons instructed by Scandlines or
- i) cannot be expected to be carried by Scandlines for other reasons due to the person or behaviour of the passenger (e.g. severe drunkenness, hooliganism) or with her/his accompanying baggage, particularly as further transport would put trouble-free operation of the ferry at risk.

Scandlines may further terminate the contract of carriage before commencement of the journey for good cause if false information has been given in the application to conclude the contracts of carriage, particularly on the age of an unaccompanied child or young person (§ 6), thereby affecting the decision of Scandlines to transport the passenger under the agreed conditions.

- (2) Should Scandlines terminate the contract of carriage during the journey for good cause, the ship's officers or another person instructed by Scandlines can take the passenger off board at the next (including unscheduled) port at the latter's expense.
- (3) Should Scandlines terminate the contract of carriage for good cause in connection with the person or behaviour of the passenger before commencement of the journey, the passenger is refunded 40 percent of the fare for the booked crossing (hereinafter "**refund**") minus the processing fee that is to be deducted from this refund (§ 10 par. 2 and 3). It is up to the passenger to furnish prove that Scandlines has saved or should have saved in good faith significantly greater (at least 10 percent) expenses. Any other damage and expense claims of Scandlines from § 5 par. 6), 7 par. 5) and 6), 8 par. 5) and 7) remain unaffected. Scandlines terminate the contract of carriage after commencement of the journey, for good cause based on the person or behaviour of the passenger, the passenger is not entitled to a refund.

§ 13 Limitation of claims

- (1) Passenger's claims based on cancellations or delays of crossing shall expire six months from the planned date of arrival.
- (2) All other passenger's claims against Scandlines, in particular claims for compensation for death or bodily injury of a passenger and/or loss of or damage to baggage and/or special cargo as per the regulations of Art. 13 of the appendix of § 664 of the German Commercial Code (*Handelsgesetzbuch*) and all service rights arising from ferry tickets shall expire two years from the date of the purchase of the respective ferry tickets.

§ 14 Applicable law; court of jurisdiction

- (1) The contract of carriage is governed by the law of the Federal Republic of Germany with the exception of its conflicts of law provisions.
- (2) If the passenger is a businessperson (*Kaufmann*) as defined in the German Commercial Code (*Handelsgesetzbuch*), a public-law separate estate or a legal entity of public law, any disputes arising under and in connection with this contract of carriage shall be settled exclusively before a competent Rostock court of law.

Rostock, 8th April, 2013

Scandlines Deutschland GmbH

This is a courtesy translation of the General Conditions stipulated in German.

Therefore in any and all cases of a different interpretation of the German and the English text, the German text shall prevail.

Scandlines Deutschland GmbH

Sitz der Gesellschaft
Hochhaus am Fährhafen
Am Bahnhof 3 a
18119 Rostock
Deutschland

Aufsichtsratsvorsitzender
Søren Poulsen Jensen

Geschäftsführer
Morten Haure-Petersen (Vors.)
Dr. Gernot Tesch
Heiko Kähler

Handelsregister
Rostock, HRB 4472

Notice

Under Regulation (EC) 392/2009 – Liability for accidents of carriers of passengers by sea

NB: This notice is required under Regulation (EC) No 392/2009. However, it does not constitute a basis for claims for compensation and it is not a part of the transport contract between the carrier and the passenger.

Compensation in the event of death or personal injury

The carrier shall be liable for losses due to death or personal injury resulting from a shipping incident up to the amount of 250,000 units of account per passenger, unless the carrier proves that the incident occurred as a result of an act of war or natural phenomenon or was caused intentionally by a third party. If the losses exceed the above-mentioned maximum amount, the carrier shall be further liable unless it proves that the incident that caused the losses occurred without any fault or neglect on its part. The carrier shall be liable for losses that arose due to the death or personal injury of a passenger resulting from an incident other than a shipping incident, if the incident that caused the losses is attributable to fault or neglect on its part. The burden of proof for such fault or neglect shall lie with the claimant. The carrier's liability in the event of death or personal injury shall in any event be limited to 400,000 units of account per passenger per incident.

Advance payments

If a passenger is killed or injured as a result of a shipping incident, the carrier shall be obliged to make an advance payment sufficient to cover immediate economic needs within 15 days after the identification of the person entitled to compensation. In the event of a death, that advance payment shall amount to at least €21,000. The advance payment shall not constitute any acknowledgement of liability.

If the recipient of the advance payment was not entitled to compensation, or if the incident that caused the damage resulted from an act of war or natural phenomenon or was caused intentionally by a third party or by radioactive contamination, chemical, biological, biochemical or electromagnetic weapons or a cyber attack, the advance payment shall be repaid to the carrier. If the death or personal injury of the passenger was caused or contributed to by the fault or neglect of the passenger, the advance payment shall be repaid to the carrier in part or in whole.

Delays in the transportation of luggage/loss of or damage to luggage or vehicles

The carrier shall only be liable for losses resulting from the loss of or damage to cabin luggage, if it occurred due to its fault or neglect. The carrier's fault or neglect shall be presumed in the event of losses caused by a shipping incident. That presumption can be refuted by the carrier. The carrier's liability in the event of the loss of or damage to cabin luggage shall in any event be limited to 2,250 units of account per passenger per carriage.

The carrier shall be liable for losses resulting from the loss of or damage to luggage other than cabin luggage, unless it proves that there was no fault or neglect on its part. The carrier's liability in the event of the loss of or damage to luggage other than cabin luggage shall in any event be limited to 3,375 units of account per passenger per carriage.

The carrier's liability for the loss of or damage to vehicles, including the luggage transported in or on the vehicle, shall in any event be limited to 12,700 units of account per vehicle per carriage.

The carrier shall not be liable for the loss of or damage to money, negotiable securities, gold, silverware, jewellery, ornaments, works of art or other valuables, unless such valuables were deposited with the carrier for safekeeping.

The carrier and the passenger can agree that the carrier shall only be liable subject to a deductible, which in the event of damage to a vehicle cannot exceed 330 units of account and in the event of the loss of or damage to other luggage 149 units of account per passenger. That amount shall be deducted from the amount of compensation.

Complaints concerning luggage

In the event of damage to, delay, loss or destruction of luggage, the passenger shall submit a complaint to the carrier in writing. For externally discernible damage to cabin luggage, the complaint must be submitted before or at the time when the passenger disembarks, and for other luggage before or at the time when the luggage is handed over. With regard to damage to luggage, which is not externally discernible, or loss of the luggage, the complaint must be submitted within fifteen days after the date of disembarkation or hand-over of the luggage or after the time when the luggage should have been handed over. A written complaint shall not be required if the condition of the luggage was jointly established or inspected by the parties at the moment of receipt.

If these time limits are not complied with, it shall be assumed that the passenger has received his/her luggage without any damage.

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Contributory fault

If the carrier proves that the death or personal injury of a passenger or the loss of or damage to his/her luggage was caused or contributed to by fault or neglect on the part of the passenger, the court seized of the case shall be able to exonerate the carrier wholly or partly from its liability in accordance with the provisions of the law of that court.

The assertion of claims against the insurer

A claim for compensation covered under this article by insurance or other financial security can be asserted directly against the insurer or the person providing other financial security up to a maximum amount of 250,000 units of account per passenger per incident.

Time limitation for claims

Claims for compensation due to the death or personal injury of a passenger or due to the loss of or damage to luggage shall be time-barred after a period of two years.

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