

# **CARRIER'S CONDITIONS OF CARRIAGE**

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**These conditions of carriage are legally binding between Passenger and Company. Please read these terms carefully as they set out the obligations of the carrier and passengers and applicable limitations of liability.**

**Welcome on board!**

## **A. GENERALITIES**

### **I. INTRODUCTION**

1. Within this document, statements and agreements are made which affect the legal rights and remedies of passengers on board of this vessel and protect the entities, and her personnel, referred to as "Company". These Conditions of Carriage contain multiple kinds of limitations of liability, including limitations regarding claims for injury to or death of any passenger and lost or damaged baggage or property.
2. By booking the travel with your travel agency, regardless of payment has been made in part or in full, you agree to explicitly accept and be bound by all the terms of these Conditions of Carriage which are binding on you even though it does not require you or the Company to sign it.
3. Company accepts and carries you and your baggage only on these terms and conditions, if you disagree with, or are unwilling to be bound by any of these terms, please inform your travel agent and do not participate in the travel on board of a vessel, of this company.
4. Company recommends that you, on behalf of reducing and managing your risks of financial loss and other loss arising from injury, death, loss of or injury to property and other risks, obtain your own vacation protection insurance, travel insurance, accident, life and other forms of insurance.
5. These Conditions of Carriage binds you with the Company, its (hired) nautical crew, its (hired) catering- and hotel crew, its servants and all other (hired) personnel/staff that is on board of a vessel which sails under the flag of this Company. The limits of liability apply to claims against all parties listed in the definition of "Company".
6. Travelling on board of a Vessel is voluntary, which fact the Passenger acknowledges. The Passenger is not obligated to travel on board of this Vessel.
7. These Conditions of Carriage are designed to achieve a delicate balance and exchange of rights, liabilities, limitations, exclusions, remedies and economics between Passenger and Company.
8. By travelling under these Conditions, Passenger agrees to the fact that these terms are legally binding between Company and Passenger. Each provision mentioned is fully applicable on the legal position of both Passenger as Company. The Conditions of Carriage and its provisions supersedes any prior oral, implied or written representations and agreements between Passenger and Company. Any changes made to the Conditions of Carriage are only legally valid when this is in writing and signed by the president of the Company.

## II. DEFINITIONS

1. "Company" means Scylla AG, an entity organized under the laws of Switzerland, which, for own risk and liability, owns, charters and operates the Vessels, her shareholders, members, owners, directors, officers, managers, charterers and employees as well as the hired employees from third companies. For purposes of the defences, limitations of liability and the rights of Company as stated in these conditions only, the term "Company" also includes RSR Schiffahrt AG, a Swiss company limited by shares. Edelweiss Gastro Ltd., a Cypriot private limited company. RSR Nemo Ltd., a Cypriot private limited company, Sea Chefs River Cruises Ltd., a Cypriot private limited company. Sea Chefs River Management Ltd., a Cypriot private limited company. Sea Chefs Cruise Services GMBH, a German company with limited liability, each members, owners, directors, managers, officers, sales representatives and employees, and concessionaires, independent contractors, shipbuilders and manufacturers of all component parts, launches, appurtenances, craft or facilities, whether provided at sea or on shore, belonging to any vessel or owned or operated by Company.
2. "You", "Your", and "Passenger" means every person who is staying, travelling or otherwise occupying a cabin on board of the vessels, including persons in their care, including any minors and also includes their/heirs, successors-in-interest, assigns and personal representatives.
3. "Contract" means the contract between the Passenger and the travel agency or other intermediary, which is the base of the legal access to one of the vessels and to which these terms and conditions are added.
4. "Conditions of Carriage" and "Conditions" refer to this document, which will be available for the Passenger, on board or of board, at any place at any time.
5. "Baggage" means all such Passenger baggage allowed on the Vessel pursuant to the terms of this Contract which is placed in Passenger's cabin, or which has been stored in the Vessel's baggage room, holds or safe against receipt therefore at the request of the Passenger.
1. "Vessel" means any ship owned, chartered, operated or provided by Company, whether owned, chartered, operated or provided by Company or by third parties; on which Passenger stays and/or travels, or any substituted ship, and its tenders or any other similar means of conveyance, including but not limited to the following: MS Alina, MS Amelia, MS Anesha, MS Edelweiss, MS Emily Brontë, MS Esprit, MS Grace, MS Inspire, MS Jane Austen, MS Joy, MS Lord Byron, MS Oscar Wilde, MS NickoVISION, MS Viva Moments, MS Savor, MS Thomas Hardy, MS Thurgau Prestige, MS Viva Voyage, MS Swiss Crown, MS Swiss Crystal, MS Swiss Diamond, MS Swiss Emerald, MS Viva Gloria, MS Swiss Pearl, MS Swiss Ruby, MS Swiss Sapphire, MS VIVA Tiara, MS Treasures, MS Geoffrey Chaucer, MS Andorinha, MS Anna Katharina, MS George Eliot, MS William Wordsworth, MS Leonora, MS Annika, MS Annabelle, MS Viva One.

3. The “Special Drawing Right(s)” or “SDR(s)” mean the unit of account of the International Monetary Fund corresponding in Swiss currency according to the formula used and monthly determined and communicated by the central bank of Switzerland, responsible for the Swiss monetary policy (the “Swiss National Bank”) under <https://data.snb.ch/en/topics/ziredev#!/cube/devkum> that resulted in January 2021 in an exchange rate of 1.2951.
4. The “Swiss Franc” or “CHF” is the unit of the Swiss currency.

## **B. THE CRUISE AND RESPECTIVE DUTIES OF THE PASSENGERS**

### **III. EMBARKATION**

1. Passenger promises to embark the Vessel timely, at all time. If the exact time isn't communicated, then this will always be one hour before the scheduled departure time and before each departure time announced during the cruise or stated in the travel program.
2. At embarkation each Passenger must have already received all medical inoculations necessary for the voyage and must have in his/her possession: a valid access ticket, valid passport, visas, medical card and other documents necessary for scheduled ports-of-call and disembarkations.
3. It is the Passenger's sole responsibility to obtain and have available the appropriate and valid travel documents.
4. Company advises Passenger to check with their travel agent/agency at a local governmental authority to determine which necessary documents are required to travel on board of the Vessel.
5. Company may, at all time, refuse boarding or disembark passengers without liability for any kind of compensation if Passenger does not have the required documentation and timely boards the Vessel prior to departure.

### **IV. ANIMALS AND/OR DANGEROUS AND ILLEGAL ITEMS**

1. It is prohibited for the Passenger to bring on board; any animal (other than a qualified and an accepted service animal of a disabled Passenger), dangerous articles such as (a) firearm(s), explosives, flammable or combustible material or non-medical oxygen, alcohol, illegal drug(s), other controlled or illegal substance, or any other items prohibited by applicable law to, or aboard, the Vessel's route. Passenger further agrees to all the determination concerning the usage on board of the service animal. This obligations concerns all documentary and other requirements.
2. If Passenger violates this rule by mistake, then before entry Passenger shall surrender this item to the captain and consents captain disposing, destroying or hand it over to the authorities, without the captain taking any responsibility for this item.
3. Notwithstanding these statements, the Passenger accepts full responsibility, reimburse and/or indemnify Company for any loss, damage or expense whatsoever related to the presence of any service animal or any dangerous or illegal items brought on board of the Vessel.

## **V. VALUABLES**

1. The following valuables must be hand-carried by Passenger on and off the Vessel, and must not be included with check-in baggage: Jewellery, money, hand or unlocked baggage, breakables, securities, financial instruments, tickets, medications, medical equipment, electronics, cameras, (tablet)computers, cellular phones, and all other personal and valuable items which aren't explicitly mentioned in this enumeration.
2. Company takes no responsibility for the loss of, or damage to, any such item.

## **VI. CHANGE OF ITINERARY**

1. Company is always in control of the itinerary of the Vessel. Navigational routes or aspects of the travel can be altered at any time when special circumstances require this decision.
2. These special circumstances include but are not limited to war, terror, piracy, embargo, blockade, weather, high or low water level ice, labour conflict, breakdown, congestion, lock malfunction, docking difficulty, epidemics or pandemics, or other cause, or if a government or other organization issues an advisory or announcement regarding travel conditions, or if Company considers that for any reason, proceeding to, attempting to enter, entering or remaining at a place of disembarkation, or traveling a particular route, may expose the Vessel or any crew or Passenger(s) to risk of injury, loss or damage or delay, or to assist another vessel or try to protect or save life or property, or for other humanitarian goal. No sailing or aspect of travel is guaranteed. The Company or the vessel's captain may take other action, if this deems appropriate, including but not limited to deviate from the Vessel's advertised or ordinary itinerary or route, delaying, advancing or cancelling any sailing, omitting or changing any port(s) of call, towing or being towed, transferring Passenger and/or Passenger's baggage to any other vessel and/or to other means of transportation whether belonging to Company or not, and/or causing Passenger to disembark temporarily. The Passenger and/or the Passenger's property may be landed at the place of embarkation of any place that the Captain decides in special circumstances. The responsibility of Company ceases at that moment.

## **VII. SECURITY, HEALTH AND DEMEANOUR**

1. The Passenger states and warrants that Passenger is free from any ailments, that create risks to Passenger or others during participation in the cruise, is physically, emotionally and in all other respects fit to travel. Passenger hereby states that Passenger at all times will comply with all rules and regulations of the Vessel and will honour all the orders and directions given by the staff on board of the Vessel. Passenger will conduct no behaviour that causes inconvenience or impairs safety to other Passengers, staff or the Vessel.
2. The Company and her Captain maintain the right to refuse boarding, refuse to transport Passenger, refuse further transport of Passenger, land Passenger at any port or place, confine or restrain Passenger, or transfer Passenger to other transportation, based on health or physical condition, mental disorder, violation of a Vessel rule or regulation, failure to

follow order or direction of Vessel officer or staff, failure to show necessary passport, visa and health or vaccination certificate, disruptive behaviour concern that Passenger may be excluded from land at or entry to a destination by a government's Immigration or other authority, or other cause indicating that Passenger is unfit or raising doubt about Passenger's fitness to travel on the Vessel, or for any other reason in the judgement of the Company or the vessel's captain.

3. If an above mentioned situation and/or action takes place, the Company will have no liability for refund, payment, compensation or credit of any kind.

### **VIII. DISABLED PERSONS**

1. If Passenger suffers a disability or impairment other than reduced mobility, Company will provide all possible helpfulness in avoiding any discrimination on the basis of this disability or impairment. If Passenger has a disability, the Passenger shall inform the designated travel agency before, at the moment or immediately after booking the cruise on board of Company's Vessel. Travel agency and Company will investigate if there is a reasonable opportunity for Passenger to travel on board of the Vessel. Company and travel agency may confer with Passenger, regarding possible accommodations.
2. Company may require that a Passenger who, due to an impairment, is not self-sufficient, needs to travel with a companion who shall take responsibility for any assistance needed during the voyage and in case of emergency and exclude an individual with a disability that would result in a direct threat to the health and safety of others or to that individual.
3. If Company determines that there is a significant risk that cannot be eliminated or reduced to an acceptable level by reasonable modifications to Company policies, practices and/or procedures or by appropriate assistive devices or services or if Passenger fails to timely inform Company of any impairment or condition and it is determined based on information that Passenger should have provided, that Passenger's continued participation poses a safety risk to Passenger or direct health or safety threat to others, Passenger may be excluded from embarking or further participation.
4. Company and staff aboard the Vessel shall have no liability to Passenger relating to any Passenger condition, treatment, failure to inform Company of an impairment, or resulting exclusion.

### **IX. SMOKING/ALCOHOL**

1. Smoking is only allowed in designated areas. Smoking is strictly prohibited in all other areas on board of the Vessel. If Passenger fails to submit to these restrictions, a material breach of these conditions is constituted. Passenger loses all rights from his booking, including the right to stay on board of the ship and/or occupy a cabin. Cleaning fees concerning this violation will be charged to Passenger.

2. Alcohol may only be served from Company's perspective. This includes the alcohol in the mini bar In the cabins. Company reserves the right to stop serving alcoholic beverages to a Passenger, on base of every admissible reason and as may be required to comply with any local law.

#### **X. CHILDREN**

Persons under the age of 18 must always be accompanied by an adult above the age of 21, who is the child's parent, legal guardian or is in the possession of a signed power of attorney from the parent or legal guardian which approves the cruise on board of the Vessel.

#### **XI. IMAGE RIGHTS**

Passenger grants Company and its partners the right to include photographic, video, audio and visual material in any medium whatsoever for the purpose of advertising, promotion, publicity or otherwise, without compensation given to Passenger and all rights, title and interest including worldwide copyrights shall be Company's sole property free from any claims by Passenger or any person deriving any rights or interest from the Passenger.

#### **XII. INDEMNITY BY PASSENGER**

Passenger shall indemnify, defend and hold Company harmless for all penalties, fines, charges, losses, damages, costs and expenses incurred or imposed on Company or the Vessel due to any act, or violation of law by Passenger.

#### **XIII. APPROVAL TO SEARCH AND SEIZURE**

By agreeing to these Conditions, Passenger grants approval to Company to conduct any search of Passenger's person, baggage, other property, within the Passenger's cabin, personal safe or any location, with or without notice, and to the removal, confiscation and destruction of any item which are prohibited by Section III of these Conditions, or in the opinion of Company or the Captain of the Vessel may impair the safety of the Vessel, the Vessel's passengers or staff and/or cause inconvenience for other passengers or the Vessel's staff.

#### **XIV. UNCLAIMED PROPERTY**

1. Any personal property, that has been left or left unattended and comes into custody or control by Company, may be disposed if Passenger does not reclaim this property within 45 days after the final disembarkation from the Vessel.
2. If Company is able to identify the Passenger who embarked the property on board of the Vessel, Company will request the travel agent to collect this property and hand this over to Passenger.



#### **XV. PAYMENT ON BOARD OF THE VESSEL**

Products and services provided on board of the Vessel, which are not included in the booking with the travel agent and must be paid directly from Passenger to Company, will be charged in Euros. Payment must be made in cash or charged to a credit or debit card, which is accepted by Company, and must be done before Passenger's final disembarkation from the Vessel. Interim payment is not possible.

#### **XVI. SOLLICITATION**

It is strictly prohibited for Passenger to solicit other Passengers for any commercial purposes or advertise goods or services on board of the Vessel without Company given prior written permission to such actions.

#### **XVII. TRAVEL AGENCY/AGENT**

Cruises booked by Passenger on board of a Vessel are booked by an independent travel agency which has no connection to Company. Company takes no responsibility or liability for any actions, failure or limitations that concerns the agreement between Passenger and the travel agency. Passenger acknowledges that the travel agent/agency acts solely as Passenger's agent/agency and not as a person connected with the Company.

## **C. THE CARRIER'S LIABILITY AND RELATED MATTERS**

### **XVIII. LIABILITY AND LIMITATION OF LIABILITY IN GENERAL**

1. In conformity with Swiss law, which shall be applicable to these Conditions and which has adopted the Athens Convention relating to the Carriage of Passengers and Their Luggage by Sea of 1974 (the "Athens Convention" or "PAL") as well as the Protocol to the said Convention of 1976 and declared such instruments as applicable in inland navigation, and as set forth below in Clauses XVIII and XIX in detail, Company shall be entitled to limit its liability for loss of or damages to luggage and property, death, illness and/or personal injury to Passengers.
2. The provisions and limitations of each of the aforementioned Conventions are deemed to be incorporated by this reference into these Conditions. Such Conventions in most cases limit Company's liability for death, personal injury and lost or damaged property. A copy of the Athens Convention will be provided by Company upon request.
3. In addition to all restrictions and exemptions from liability provided in PAL, Company shall have the benefit of any limitation of or exoneration from liability under any statute or law of Switzerland or of any other laws, which may be applicable. Nothing in these Conditions is intended to or shall operate to limit or deprive Company of any of such rights to limitation of or exoneration from liability.
4. Independent Contractor/Shore Tours/Limit of Liability: Company makes no representation or warranty concerning, and shall have no responsibility for, any tour, shore excursion, hotel, restaurant, transportation (whether a vessel, air, rail, land or other means) or other service not owned or operated by Company. Company shall have no obligation or liability to Passenger for any act or omission in connection with or arising out of arrangements by Passenger or Company with independent contractors. Arrangements with independent contractors include, but are not limited to: (1) airline and surface transportation; (2) services or products of others, available for Passenger's convenience aboard the Vessel; (3) services, products or transportation off the Vessel furnished by others, including without limitation, sight-seeing tours, pre-cruise and post-cruise tours, excursions, shore trips and tender service, whether arranged or organized by a tour operator, travel agent or by Company. In providing or selling reservations or tickets in connection with any such optional activities, or by accompanying You during such activities, Company does so as a convenience to Passengers and shall be entitled to impose a charge and earn a profit from the sale of such excursions, services or transportation, but does not undertake to supervise or control such independent contractors or their employees, conveyances or facilities, and accepts no liability for any loss, delay, damage, injury, death, misrepresentation or disappointment whatsoever resulting therefrom. Company makes no warranty, either express or implied, regarding the suitability, safety, insurance or other aspects of any such independent contractors, transportation, tours, services, products or facilities, and Company's liability for non-performance of any independent contractor providing such facilities or services shall be limited to a refund of the amounts received by Company on the Passenger's behalf, if any.

5. Acts Beyond Company's Control: Company shall not be liable to Passenger or any other person or entity for injury to or illness or death of Passenger or permanent or temporary loss of or damage to Passenger's property, delay or other loss of any kind caused by act of god, war or warlike operation, terror, civil commotion, labor trouble, interference by authority, political disturbance, peril of the sea, lurching of Vessel, or other cause beyond Company's control, fire, theft, crime, error in navigation or management of Vessel or defect in or unseaworthiness of hull, machinery, equipment, furnishing or supplies of the Vessel, fault or neglect of pilot, agent or independent contractor or any other cause of any nature except and unless the injury, illness, death, damage, delay or loss resulted from Company's negligent act or omission.
6. Company shall not be liable in any way to Passenger for death, bodily injury, illness, damage, delay or other loss or detriment to person or property or for Company's failure to commence, perform and/or complete any duty owed to Passenger if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war-like operations, terrorist activities, civil commotions, labour difficulties, whether or not Company is a party thereto, interference by authorities, requisitioning of the Vessel, political disturbance, inability to secure or failure of supplies, perils of the sea, collision, foundering of the Vessel, explosion, breakdown or failure of or damage to the Vessel or its hull, machineries or fittings, weather conditions, high or low water levels, lock malfunction, that may arise or be caused by, riots, insurrection and government restraint, fire, or any other cause whatsoever beyond the reasonable control of Company.
7. All the rights, exemptions from and exclusions of liability, defences and immunities mentioned in these conditions for the benefit of the Company, also apply on third parties acting in the course of, or in connection with Company, including their employees. Passenger agrees that in no circumstance any third party can be held liable in excess of or of a different nature than that of Company.
8. Under no circumstance Company can be held liable for any indirect, special or consequential damages arising out of any occasion. Warranties, including warranties of fitness for use and merchantability, are expressly excluded from these Conditions. Company is excluded from liability for exemplary or punitive damages.

**XIX. LIABILITY AND LIMITATIONS OF LIABILITY FOR LOSS AND/OR DAMAGE TO BAGGAGE AND PROPERTY**

1. The total value of the Baggage, Valuables and other personal belongings of a Passenger aboard the Vessel who does not deposit Valuables for safekeeping, as described in this Contract, shall be deemed not to exceed the amount of 1,800 (one thousand eight hundred) Special Drawing Rights ("SDRs") (corresponding in December 2021 to approximately CHF 2'332) per Passenger and Company's liability, if any, for loss of or damage to such belongings is limited to a maximum of one thousand eight hundred 1,800 SDRs per Passenger. Company provides safekeeping for Valuables aboard the Vessel and encourages Passengers to deposit any Valuables brought aboard the Vessel with the designated officer who will issue a receipt for such Valuables. Company shall not be liable for any loss of or

damage to Valuables unless they have been delivered to the designated officer and a receipt issued.

2. The value of articles delivered for safekeeping shall be deemed not to exceed 2,700 (two thousand seven hundred) SDRs (corresponding in December 2021 to approximately CHF 3'500), unless company agrees in writing to a higher value for the articles at the time of delivery to the designated officer.
3. Unless specifically provided elsewhere in this Contract, Company shall have no liability for loss or damage to Baggage or personal effects. Personal belongings lost while unattended in public lounges or other public areas, whether on board the Vessel or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, perils of the sea, and other acts-of-God are not reimbursable.
4. Settlements of reimbursable claims for lost belongings will be made on the basis of actual cash value (replacement cost less depreciation). Settlements of reimbursable claims for damaged items will be on the basis of cost of repair or actual cash value, whichever is less. No amount shall be paid in settlement of any claim without proof of the actual cash value or repair cost as appropriate arising from the loss or damage. Such proof must be sent to Company. Company liability must be proven before any settlement will be paid.

## **XX. LIABILITY AND LIMITATIONS OF LIABILITY FOR DEATH, ILLNESS AND/OR PERSONAL INJURY**

1. In accordance with the provisions of the Athens Convention and the 1990 Protocol, Company's contractual liability for damage due to a Passenger's death, illness and/or personal injury shall be limited to the amount of 175,000.00 (one hundred seventy five thousand) SDRs (corresponding in December 2021 to approximately CHF 226'643).
2. Claims for Emotional Distress: Company shall not be liable to Passenger under any circumstance for infliction of emotional distress, mental suffering or psychological injury which was not: (a) the result of physical injury to Passenger; (b) the result of Passenger having been at actual risk of physical injury; or (c) intentionally inflicted by an officer or agent of Company.

## **XXI. THE GENERAL LIMITS OF LIABILITY FOR PASSENGER CLAIMS**

In particular, and for cruises on the Rhine, the Moselle, the Main and the Danube, Company may avail itself of any and all liability limitations, immunities and rights applicable to it for loss of or damage to luggage and property, death, illness and/or personal injury as provided under the Strasbourg Conventions on the Limitation of Liability in Inland Navigation of 1988 ("CLNI" or "CLNI 1988") or, as the case may be, of 2012 ("CLNI 2012"). Such conventions entitle Company to limit its liability for death and/or personal injury of the Passengers, (A) if CLNI 1988 is to apply, to (i) 60,000 (sixty thousand) Special Drawing Rights (corresponding in December 2021 to approximately CHF 77'706) multiplied by the number of Passengers the individual Vessel on which the Passenger sailed is allowed, according to its certificate, to accommodate, but not to be less than 976'000 (nine hundred seventy six thousand) SDRs (corresponding in December 2021

to approximately CHF 1'264'018) to apply to the aggregate of all claims, which arise on any distinct occasion against the aggregate of all claims which arise on any distinct occasion against Company, or more than (i) 3,000,000 (three million) SDRs (corresponding in December 2021 to approximately CHF 3'885'300) for vessels with an authorized passenger transport capacity of not more than 100, or (ii) 6,000,000 (six million) SDRs (corresponding in December 2021 to approximately CHF 7'770'600) for vessels with an authorized passenger transport capacity of not more than 180, or (iii) 12,000,000 (twelve million) SDRs (corresponding in December 2021 to approximately CHF 15'541'200) for vessels with an authorized passenger transport capacity of more than 180; or (B), if CLNI 2012 is to apply, to 100,000 (one hundred thousand) SDRs (corresponding in December 2021 to approximately CHF 129'510) multiplied by the number of Passengers of the individual vessel, on which, according to its certificate, the Passenger sailed is allowed to accommodate, but not to be less than 2,000,000 (two million) SDRs (corresponding in December 2021 to approximately CHF 2'590'200). A copy of the applicable CLNI will be provided by Company upon request.

## **XXII. NOTICE OF CLAIMS AND TIME LIMITS TO FILE SUIT**

1. Passenger, or it's relatives, may not maintain a lawsuit against Company or the Vessel, nor will Company or the Vessel be liable, for loss of life or bodily injury unless written notice of the claim is delivered to Company not later than six (6) months after the date of death or injury, the lawsuit is commenced not later than one (1) year after the date of death or injury, and valid service of the lawsuit on Company or the Vessel, as applicable, is made within ninety (90) days after commencement of the lawsuit.
2. For all other claims, including but not limited to claims for loss or damage to Baggage, breach of contract, violations of civil rights, discrimination, consumer or privacy laws, or other statutory, constitutional or legal rights, or other claim, Passenger may not maintain a lawsuit against Company or the Vessel, unless Company is provided written notice of the claim within thirty (30) days after the date of disembarkation, the lawsuit is commenced not later than six (6) months after the date of disembarkation, and valid service of the lawsuit on the Vessel or Company, as applicable, is made within thirty (30) days after commencement of the lawsuit.
3. In the case of a claim by or on behalf of a minor or legally incompetent person, the above time periods shall begin to run on the earlier of: (i) date of appointment of a legal representative for the minor or legally incompetent person, or their estate; or (ii) three (3) years after the date of death, injury or damage, as applicable.

### **XXIII. INTERPRETATION OF THESE CONDITIONS**

If a court or competent jurisdiction states that one of the provisions in these Conditions are invalid or unenforceable, this provision will be eliminated and replaced by a lawful provision or reduced to a lawful scope. Invalidity of one of the provisions has no effect and force on the other parts of the Conditions, which shall remain in full force and effect. Headings are only for convenient reference and shall not be used to interpret, construe, define or limit any of the provisions hereof. Context may require that reference to the male gender also applies to the female gender and neuters, and references to the singular shall include the plural, and vice-versa.

### **XXIV. CHOICE OF LAW**

The Contract evidences by or contained in these conditions is considered to be issued at Baar, Switzerland and shall be governed by the laws of Switzerland, with any and all references which these terms and conditions and the laws of Switzerland make.

### **XXV. CHOICE OF FORUM**

1. Any claim or dispute arising out of or in connection with the booking, the contract (including these terms and conditions), the ownership and/or the operation of the vessel, whether against company in person or the vessel, shall be determined exclusively by the Civil Court in Basel ("Zivilgericht Basel-Stadt"), Switzerland, to the jurisdiction of which Company and Passenger and all persons in Passenger's party hereby submit themselves.
2. If any action is initiated in any court other than the court of Basel, Switzerland, Company and Passenger and all in Passenger's party agree to the immediate transfer of said action to the court of Basel, Switzerland Any attorney's fees and/or costs incurred in successfully transferring an action brought in any venue other than Basel, Switzerland, shall be awarded to the party procuring the transfer and shall become due and payable at the time of the transfer.

### **XXVI. WAIVERS**

1. Neither party to this Contract shall have the right to a jury trial or to engage in pre-trial discovery or otherwise to litigate the claim in any court other than the Civil Court in Basel.
2. This Contract provides for the exclusive resolution of disputes through individual legal actions and supersedes any law entitling the Passenger to participate in class action. This class action waives precludes the Passenger from participating in or being represented in any class or representative action regarding any claim brought under this Contract or in connection with Passenger's cruise. Even if applicable law provides otherwise, the Passenger agrees that any suit against Company shall be litigated by Passenger individually and not as a member of any claims or as part of a claims action.

**XXVII. WRITTEN NOTICES**

Except as otherwise expressly provided in the Contract, all written notices required by this Contract must be mailed, postage prepaid to: Bachweid 20, CH-6340 Baar, Switzerland.

**XXVIII. ENTIRE AGREEMENT**

This Contract (including these Conditions) together with the Booking confirmation represent the entire agreement and a binding contract between Passenger and Company. Passenger's acceptance of the Booking constitutes Passenger's consent to the provisions of the Contract (including these Conditions). These Conditions supersede any oral or written representations. Any change in these Conditions must be in writing and signed by the President of Company and may require a commensurate increase in fare.

Baar, in March 2022

SCYLLA AG