



**SCYLLA**

## **CONDITIONS OF CARRIAGE OF THE CARRIER**

These Conditions of Carriage are legally binding between the passenger and the Company.  
Please read these Conditions of Carriage carefully, as they contain the obligations of the carrier and passengers as well as the applicable limitations of liability.

**Welcome aboard!**

## A. GENERAL

### I. INTRODUCTION

1. This document sets out statements and agreements concerning the legal rights and remedies of passengers on board this Ship and protects the entities referred to as "the Company" (see A.II.1) and their personnel. These Conditions of Carriage contain several types of limitations and exclusions of liability, including limitations and exclusions relating to claims for injury or death of passengers and lost or damaged luggage or property of passengers.
2. When you entered into the travel contract with your tour operator, you were advised that these Conditions of Carriage apply to carriage by this Company.
3. The Company will only accept and carry you and your luggage on these Conditions of Carriage. If you do not agree to these Conditions of Carriage or do not wish to be bound by them, please inform your tour operator and do not participate in the journey on board a Ship operated by this Company.
4. The Company recommends that you take out your own holiday protection insurance, travel insurance, accident insurance, life insurance and other forms of insurance in order to reduce your financial loss and other risks of injury, death, loss or damage to property and other risks.
5. These Conditions of Carriage bind you to the Company, its (chartered) nautical crew, its (chartered) catering and hotel crew, its employees and all other (chartered) personnel on board a Ship flying the flag of this Company or operated by this Company. The limitations of liability apply to claims against all parties and persons listed in the definition of "Company".
6. The passenger acknowledges that the cruise on board a Ship is undertaken voluntarily. The passenger is under no obligation to participate in the voyage on this Ship.
7. The purpose of these Conditions of Carriage is to strike a balance between rights, obligations, limitations, exemptions and remedies that is economically reasonable.
8. By embarking on the cruise, the passenger acknowledges that these Conditions of Carriage are legally binding on the relationship between the passengers and the Company. Each and every of the following conditions is fully applicable to the legal situation of the passengers and the Company. These Conditions of Carriage and their provisions take precedence over any previous verbal or written assurances and agreements between the passenger and the Company. Any changes to these Conditions of Carriage are only legally valid if they are made in writing and signed by the managing director of the Company.

## II. DEFINITIONS

1. The term "Company" refers to Scylla AG, a legal entity registered in the commercial register in Switzerland as a public limited company, which owns, charters and operates Ships at its own risk and responsibility, as well as its shareholders, partners, owners, board members, managing directors, employees and charterers, including employees borrowed from third parties. Exclusively for the purposes of the objections, limitations of liability and rights of the Company set out in these Conditions of Carriage, the term "Company" also includes SCYLLA Shipping AG, a Swiss public limited company, and the Cypriot limited liability companies SCYLLA Nautic Ltd. and SCYLLA Gastro Ltd. Their shareholders, owners, managing directors, sales managers and employees, as well as concessionaires, independent contractors, shipbuilders, manufacturers of all accessories or equipment, whether provided on board or ashore, belonging to any Ship or owned or operated by the Company, are also considered part of Scylla AG within the scope of these Conditions of Carriage.
2. "You", "your" and "passenger" means any person who is present on board, travelling or using a cabin on board the Ships, including their legal successors and personal representatives.
3. "Contract" means the agreements between the passenger and the tour operator, which form the basis for permitted access to one of the Ships and which are supplemented by these Conditions of Carriage.
4. The terms "Conditions of Carriage" and "Conditions" refer to this document, which is available to passengers on board or ashore at any time.
5. "Luggage" means all of a passenger's luggage that is permitted on board in accordance with the provisions of these Conditions of Carriage and is either placed in the passenger's cabin or stored in the luggage room, cargo holds or lockers of the Ship.
6. "Ship" means any ship owned, chartered or operated by the Company or otherwise made available by it or third parties, on which the passenger is staying and/or travelling, as well as any replacement ships, ship's boats or similar means of transport.
7. "Special Drawing Right" or "SDR" is the unit of account of the International Monetary Fund. Amounts in international agreements are specified in Special Drawing Rights and converted into the relevant national currency at the relevant time.

## **B. THE CRUISE AND THE PASSENGERS' OBLIGATIONS**

### **I. EMBARKATION**

1. The passenger undertakes to board the Ship punctually and at all times. If this exact time is not communicated, embarkation must always take place one hour before the scheduled departure time or before any departure time announced during the cruise or specified in the itinerary.
2. Upon embarkation, all passengers must have received all medical vaccinations necessary for the voyage and be in possession of the following documents: a valid boarding pass, a valid passport, visas, a health insurance card and all other documents required for the planned ports of call, excursions and disembarkations.
3. It is the sole responsibility of the passenger to obtain the appropriate and valid travel documents and to have them ready on board.
4. The Company recommends that passengers check with their tour operator respectively the relevant authorities to find out which documents are required for travel on board the Ship, the ports of call, excursions and disembarkations.
5. The Company may refuse to allow passengers to board or disembark at any time without liability for any compensation if they do not have the necessary documents or do not board the Ship in good time before departure.

### **II. ANIMALS, DANGEROUS AND ILLEGAL ITEMS**

1. Passengers are prohibited from bringing animals (with the exception of qualified and accepted assistance animals for disabled passengers), dangerous or illegal items such as firearms and tasers (as well as replicas and imitations thereof), ammunition, explosives, fireworks, flammable or combustible materials, non-medical oxygen, chemical and toxic substances, alcohol, illegal drugs, other controlled or illegal substances, or other items that are prohibited on board the Ship under applicable law. The passenger also agrees to comply with all regulations governing the use of assistance animals on board. This obligation applies to all documentary (such as pet passport, microchip, vaccinations, etc.) and other requirements.
2. If the passenger violates this rule, they must surrender the prohibited item to the captain before boarding and agree that the captain may dispose of, destroy or hand it over to the authorities without the captain or the Company being held liable.
3. Devices containing lithium batteries (including but not limited to e-scooters, hoverboards, e-bikes, power banks of unusual size or capacity, and similar equipment) are strictly prohibited on board.
4. Notwithstanding these statements, the passenger assumes full responsibility, reimburses and/or compensates the Company for any loss, damage or expenses related to the presence of assistance animals or dangerous or illegal items brought on board the Ship.

### III. VALUABLES AND OTHER PERSONAL ITEMS

1. The following valuables and personal items must be brought on board the Ship by the passenger personally and may not be included in checked Luggage: Jewellery, money, valuables of any kind, hand luggage or unlocked luggage, fragile items, securities, financial instruments, tickets, credit and debit cards, medication, medical devices, electronics, cameras, (tablet) computers, mobile phones and all other personal and valuable items not expressly mentioned in this list.
2. The Company accepts no responsibility for the loss or damage of such items or the misuse of credit and debit cards and other payment instruments.

### IV. CHANGES TO THE ITINERARY

1. Control over the Ship's itinerary always remains with the Company. Navigation routes or features of the voyage may be changed at any time if special circumstances or force majeure so require.
2. These special circumstances include, but are not limited to, war, terrorism, piracy, embargoes, blockades, weather, ice, high or low water levels, labour disputes, breakdowns, traffic jams, lock malfunctions, docking difficulties, epidemics or pandemics, or other causes such as official orders and instructions, or if a government or other organisation issues a recommendation or announcement regarding travel conditions, or if the Company believes that landing or remaining at a place of disembarkation or travelling on a particular route may expose the Ship, its crew or passengers to the risk of injury, loss, damage or delay, or when assisting another ship or attempting to protect or rescue life or property, or for other humanitarian purposes. No itinerary or particular feature of the voyage is guaranteed. The Company or the captain may take other measures as deemed appropriate, including, but not limited to, deviating from the announced or usual itinerary or route of the Ship, delaying, advancing or cancelling a voyage, omitting or altering ports of call, towing or being towed, transferring Luggage and/or passengers to another ship and/or other means of transport, whether owned by the Company or not, and/or the passenger temporarily leaving the Ship. The passenger and/or the passenger's property may be disembarked at the place of embarkation or at any other place determined by the captain in special circumstances. The Company's responsibility ends at this point.

### V. SAFETY, HEALTH AND CONDUCT

1. The passenger declares and guarantees that he/she is free from any complaints, illnesses and ailments that could pose a risk to the passenger himself/herself or other passengers, the crew or the Ship during participation in the cruise, whether physical, mental or in any other respect. The passenger hereby declares that they will comply

with all rules and regulations of the Ship at all times and follow all instructions given by the crew on board the Ship. The passenger will not engage in any behaviour that causes inconvenience or compromises the safety of other passengers, staff or the Ship.

2. The Company and its captain reserve the right to refuse boarding, refuse to carry passengers, refuse to continue carrying passengers, disembark passengers at any port or location, restrict passengers' freedom of movement or transfer them to other means of transport if their condition, whether due to health or physical complaints or illnesses, psychological disorders, etc. so requires. The Company and its captain have the same right with regard to passengers who are found to have violated a ship rule or regulation, failed to comply with orders or instructions from ship officers or personnel, failed to comply with the required passport, visa and health or vaccination regulations, or otherwise behaved in a disruptive manner, or if there is concern that the passenger may be excluded from disembarking or entering a destination by immigration or other authorities, or if there are other reasons indicating that the passenger is unfit to travel, or if there are doubts about the passenger's fitness to travel on the Ship or for any other reason in the judgement of the Company or the captain.
3. The use of onboard bicycles, where available, is voluntary and at the passenger's own risk. Use is subject to the prior signing of a liability waiver. By using a bicycle, the passenger confirms fitness to ride and compliance with all instructions and applicable traffic regulations.
4. If any of the above situations and/or measures occur, the Company shall not be liable for any payments, compensation or damages of any kind.

## VI. PEOPLE WITH DISABILITIES

1. If a passenger has reduced mobility or another disability or impairment, has notified the tour operator of this prior to booking, and the tour operator has confirmed their participation in the cruise after consulting with the Company, the Company will provide assistance to avoid discrimination on the basis of reduced mobility or this disability or impairment. The Company may attach conditions to its consent (see section 2 below).
2. The Company may require that a passenger who is not self-sufficient due to their reduced mobility, impairment or disability must travel with an accompanying person who will take responsibility for any assistance required during the journey and in an emergency. The Company is entitled to exclude persons with reduced mobility, disabilities or impairments from carriage or travel if they would pose a risk to the health and safety of other passengers, the crew, third parties or themselves.
3. If the Company determines that there is a significant risk that cannot be eliminated or reduced to an acceptable level by appropriate changes to the Company's policies, practices and/or procedures or by appropriate aids or services, or if the passenger has not informed the tour operator of their reduced mobility, impairment or disability and/or the Company has not expressly agreed to participation in the trip, and it is determined that the passenger's continued participation poses a safety risk to the passenger or a danger to the health or safety of others, the passenger may be excluded from boarding or further participation in the cruise or disembarkation may be ordered.

4. The Company and the employees on board the Ship are not liable to the passenger with regard to the passenger's condition, treatment, failure to inform the Company of an impairment or disability, or the resulting exclusion or restrictions imposed on board.

## VII. SMOKING AND ALCOHOL

1. Smoking is only permitted in the designated areas. Smoking is strictly prohibited in all other areas on board the Ship. If a passenger does not comply with these restrictions, this constitutes a material breach of these Conditions of Carriage. The passenger forfeits all rights arising from their booking, including the right to remain on board the Ship and/or occupy a cabin. Cleaning costs associated with this violation shall be borne by the passenger.
2. Alcohol is served and sold exclusively by the Company. This also includes alcohol in the minibar in the cabins. The serving of alcoholic beverages is at the discretion of the Company. The Company reserves the right to stop serving alcoholic beverages to a passenger if this proves necessary due to their behaviour or if this is required to comply with local laws.

## VIII. CHILDREN

Persons under the age of 18 must always be accompanied by an adult over the age of 21 who is the parent or legal guardian of the child or who is in possession of a power of attorney signed by the parent or legal guardian permitting the cruise on board the Ship.

## IX. IMAGE RIGHTS

The passenger grants the Company and its partners the right to use photo, video, audio and image material in all known and future media forms (in particular print and online media, social media and audiovisual media) for the purposes of advertising, public relations or internal documentation without compensation to the passenger. All rights, titles and interests, including worldwide copyrights, are the sole property of the Company, which is free from any claims by the passenger or any person deriving rights or interests from the passenger.

## X. INDEMNIFICATION BY THE PASSENGER

The passenger shall indemnify and hold harmless the Company for all penalties, fines, fees, losses, damages, costs and expenses, etc. incurred or imposed on the Company or the Ship as a result of his actions, omissions or violations of the law.

## XI. AUTHORISATION TO SEARCH AND SEIZE

By agreeing to these Conditions of Carriage, the passenger grants the Company permission to conduct any search of the person, Luggage, other property, inside the cabin, personal safe or at any location with or without prior notice and to remove, confiscate or destroy any items that are prohibited under these Conditions of Carriage or that, in the opinion of the Company or the captain of the Ship, compromise the safety of the Ship, passengers or crew of the Ship and/or cause inconvenience to other passengers or the crew of the Ship.

## XII. UNATTENDED OR LOST ITEMS AND LUGGAGE

1. If items are left unattended or abandoned and come into the care or control of the Company, they may be disposed of without compensation if the passenger does not reclaim them within 45 days.
2. If the Company is able to identify the passenger who brought the items on board, the Company will request the passenger or the tour operator to collect these items or hand them over to the passenger. Any costs incurred shall be borne by the passenger.

## XIII. PAYMENTS ON BOARD THE SHIP

Services provided on board the Ship that are not included in the booking with the tour operator and must be paid for directly by the passenger to the Company will be charged in euros. Payment must be made in cash or charged to a credit or debit card accepted by the Company. Payment must be made before the passenger finally leaves the Ship.

## XIV. ADVERTISING, SALE OF GOODS AND SERVICES

Passengers are strictly prohibited from soliciting other passengers for business or offering them goods or services on board the Ship without the Company's prior written consent.

## XV. BOOKING OF TRAVEL ON BOARD

Trips booked by passengers on board a Ship are always booked with the tour operator. The Company is not a party to such Contracts. The Company accepts no responsibility or liability for any actions, failures or restrictions, etc. relating to the agreement between the passenger and the tour operator.

## C. THE CARRIER'S LIABILITY AND RELATED ISSUES

### I. LIABILITY, LIMITATION OF LIABILITY AND EXCLUSIONS OF LIABILITY OF THE CARRIER IN GENERAL

1. In accordance with Swiss law, which is applicable to these Conditions of Carriage pursuant to **Section F** and which has declared the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea to be applicable to inland waterway transport on certain waterways, the Company limits its liability for loss of or damage to Luggage and for the death, illness and physical injury of its passengers as specified in clauses C.II and C.III below, or excludes liability in accordance with the Convention.
2. In addition, as specified in more detail in Clause C.IV, the Company may, where applicable, rely on the provisions of the 1988 Strasbourg Conventions ("CLNI" or "CLNI 1988") respectively 2012 ("CLNI 2012") on the Limitation of Liability in Inland Navigation and the limitation of liability provided for therein with regard to the totality of claims of all passengers arising from the same incident. Furthermore, the Company may invoke the rights, limitations of liability and exemptions from liability set out in the Convention on Limitation of Liability for Maritime Claims, 1976 ("LLMC").
3. The provisions and limitations of all the above-mentioned conventions are deemed to be an integral part of these Conditions of Carriage by virtue of this reference and, in most cases, limit the Company's liability for death, personal injury and loss of or damage to Luggage or exclude the Company's liability. The Company will provide copies of these conventions on request. Insofar as the Company is entitled, in the event of a claim under the above-mentioned conventions, to a more extensive limitation of liability or exclusion of liability than that set out in clauses C.II to C.IV, the Company reserves the right to limit or exclude liability accordingly.
4. In addition to all limitations and exemptions from liability provided for in these conventions, the Company may invoke all limitations or exemptions from liability provided for in international agreements, laws and regulations of Switzerland other laws or further international agreements that may be applicable in each case. Nothing in these Conditions of Carriage shall be construed or have the effect of causing the Company to forfeit any such right to limit or exclude its liability.
5. The Company makes no warranty and assumes no responsibility for **third-party** services on tours, shore excursions, in hotels, restaurants or transport (whether by ship, aeroplane, railway or other means of land transport) that **are merely arranged** by the Company (third-party services).

The Company shall not be liable for any agreements entered into by the passenger with third-party companies. Such agreements with third-party companies may include, for example: (1) Land or air transport; (2) services or products from third parties that are available for the comfort of passengers on board the Ship; (3) services, products or transport outside the Ship from or by third parties, such as sightseeing tours, tours before or after the cruise, excursions, shore excursions and tender services.

If the Company **arranges** bookings or tickets for you in connection with such additional activities beyond carriage on the Ship, or accompanies passengers on such

activities, **the Company shall not be liable for the performance by or acts and omissions of such third-party companies, regardless of whether or not a fee is payable to the Company for such additional activities.** In particular, the Company shall not be obliged to monitor or control such third-party companies or their performance.

The Company shall not be liable in connection with such additional services provided by third-party companies for loss, delays, damage, injury, death, misrepresentation or deception, faulty performance or failure to perform by third-party companies and makes no warranty, express or implied, as to the suitability, safety, insurance or contractual performance of such additional agreements by third-party companies.

6. The Company accepts no liability to the passenger or any other person for damage due to death, bodily injury or illness of the passenger, nor for the permanent or temporary loss or damage of Luggage and other property of the passenger, delay or other losses of any kind caused by force majeure, war or militant or war-like events, terrorism, civil unrest, labour disputes, government intervention or omissions, official orders and decrees, adverse weather conditions, high or low water levels, lock closures or lock defects, epidemics and pandemics, political disputes, dangers or accidents on navigable waters, rolling or sinking or failure of the Ship due to lack of seaworthiness or damage to the Ship or its hull or machinery, equipment, fittings, furnishings and accessories, as well as all other events beyond the control of the Company, such as fire, explosion, theft, other criminal acts, negligence or omission on the part of the Ship's crew or pilots, agents or other independent third parties in the management or operation of the Ship for any reason whatsoever, unless the injury, illness, death, damage, delay or loss was the result of culpable negligence or omission on the part of the Company.
7. All rights, defences, exemptions and disclaimers agreed in these Conditions of Carriage in favour of the Company shall also apply in favour of the Company's employees, third parties acting for or in connection with the Company, including its personnel. The passenger agrees that under no circumstances shall such third parties be held liable to any greater extent than the Company.
8. Under no circumstances shall the Company be liable for any indirect or special damages, consequential damages, loss of holiday enjoyment, wasted holiday time, etc., arising out of or in connection with any event. No guarantees of any kind, in particular no assurances regarding fitness for use, marketability and suitability for the purposes of the trip, can be derived from these Conditions of Carriage. The Company's liability for punitive or exemplary damages is also hereby excluded.

## II. LIABILITY, LIMITATION OF LIABILITY AND EXCLUSIONS OF LIABILITY FOR LOSS OR DAMAGE TO PASSENGER LUGGAGE

1. In accordance with the provisions of the Athens Convention, the Company's liability for loss or damage to passenger Luggage and other personal items (for valuables, see section 2 below) shall in any case be limited to an amount of 833 (eight hundred and thirty-three) Special Drawing Rights ("SDR") per passenger and per journey.

2. The Company offers the safekeeping of valuables on board the Ship and strongly recommends that passengers hand in all types of valuables brought on board the Ship to the Ship's reception, which will issue a receipt for the valuables handed in. The Company is not liable for the loss or damage of valuables that have not been handed in at the Ship's reception and for which no receipt has been issued.
3. The Company's liability for valuables in its custody is limited to an amount of 1,200 (one thousand two hundred) Special Drawing Rights, unless the Company has expressly agreed to a higher value in writing at the time of handing over the valuables to the Ship's reception desk.
4. Except as expressly provided in these Conditions of Carriage, the Company shall not be liable for loss of or damage to Luggage and personal items, including valuables. Items left unattended in public lounges or other public areas, whether on board the Ship or elsewhere, will not be replaced. Damage caused by normal wear and tear, water exposure and common hazards on board a Ship, terrorist incidents, unrest, force majeure or official orders, etc. is not refundable.
5. Subject to the above provisions, the following shall also apply: If compensation is payable for lost items, this shall be calculated at current cash value (replacement cost less depreciation). If compensation is payable for damaged items, this shall be limited to the repair costs or, if lower, the current cash value. The Company is not obliged to pay compensation if proof of the current cash value or repair costs is missing or insufficient. The proof must be sent to the Company and received there. The Company's liability must be proven before any reimbursement is made and paid.

### III. LIABILITY AND LIMITATION OF LIABILITY IN THE EVENT OF DEATH OR BODILY INJURY TO THE PASSENGER

1. In accordance with the provisions of the Athens Convention, the Company's liability in the event of death or personal injury or illness of the passenger shall in any case be limited to an amount of 46,666 (forty six thousand six hundred sixty six) Special Drawing Rights.
2. In no case shall the Company be liable for claims for mental distress, mental suffering or psychological injury which are not
  - a) the result of bodily injury to the passenger;
  - b) the result of the passenger being exposed to an actual risk of bodily injury; nor
  - c) were intentionally inflicted on the passenger by a member of the crew or a representative of the Company.

### IV. GENERAL LIMITATION OF LIABILITY FOR PASSENGER CLAIMS

1. The Company may also invoke the general global limitation of liability and its other rights granted to it by the Strasbourg Conventions on the Limitation of Liability in

Inland Navigation of 1988 ("CLNI" or "CLNI 1988") and 2012 ("CLNI 2012") respectively. The conventions apply as enacted and applicable by Switzerland.

2. These conventions entitle the Company to limit its liability for claims arising from the death and personal injury of passengers on the Ship to the following maximum amounts, in each case in relation to the totality of claims by all passengers arising from the same incident against the Company:
  - a) Where CLNI 1988 applies, to 60,000 (sixty thousand) Special Drawing Rights ("SDRs") multiplied by the number of passengers the Ship is certified to carry according to its ship certificate. The maximum amount shall in no case be less than 720,000 (seven hundred and twenty thousand) SDRs and shall not exceed the following amounts: (i) 3,000,000 (three million) SDRs for ships with a certified passenger capacity of up to 100 persons; and (ii) 6,000,000 (six million) SDRs for ships with a certified passenger capacity of up to 180 persons, and (iii) 12,000,000 (twelve million) SDRs for ships with a certified passenger capacity of more than 180 persons; or
  - b) If CLNI 2012 applies, to 112,600 (one hundred and twelve thousand six hundred) SDRs, multiplied by the number of passengers that the Ship is authorised to carry according to the ship's certificate. However, the maximum liability limit may not in any case be less than 2,252,000 (two million two hundred and fifty-two thousand) SDRs.

## D. NOTIFICATION AND TIME LIMITS FOR ASSERTING CLAIMS

1. Unless the applicable laws and international agreements contain mandatory procedures or deadlines for asserting claims or legal actions, the following provisions shall apply:
2. The passenger, or their relatives, may only bring legal action against the Company or the Ship for death or personal injury if they have previously notified the Company of their claims in writing within 6 (six) months of the death or personal injury occurring. The action must be brought before the court within one year of the death or personal injury occurring.
3. All other claims, including but not limited to those for loss or damage to Luggage, breach of contract, violation of human rights, discrimination, violation of consumer protection or privacy laws, and other rights, in particular statutory or constitutional rights, may only be brought before a court if they have been notified to the Company in writing within 30 (thirty) days of disembarkation. The legal action must be brought within 6 (six) months of disembarkation.

## E. INTERPRETATION OF THESE CONDITIONS OF CARRIAGE

If a competent court finds that any provision of these Conditions of Carriage is invalid or unenforceable, that provision shall be deleted and replaced by a subsidiary applicable provision or reduced to a lawful extent. The invalidity of any provision shall not affect the validity and enforceability of the other provisions of these Conditions of Carriage, which shall remain in full force and effect. Headings are for convenience only and shall not be used to interpret, define or limit any provision of these Conditions.

## F. APPLICABLE LAW

The Company is **based in Baar, Switzerland**. These Conditions of Carriage and all claims arising from these Conditions of Carriage or in any way related to them are governed exclusively by **the law of Switzerland** and the relevant international conventions enacted by Switzerland, to the exclusion of the UN Sales Convention.

## G. JURISDICTION

**The exclusive place of jurisdiction** for all claims, actions and disputes arising from or in connection with the carriage, these Conditions of Carriage or in any way related thereto, as well as the ownership and/or operation of the Ship, whether directed against the Company as a person or the Ship, shall be **Baar (Switzerland)**.

## H. WAIVERS

1. Neither the Company nor the passenger shall have the right to a trial by jury or to discovery prior to the main hearing or to proceedings in any court other than the Baar, (Switzerland).
2. These Conditions of Carriage provide for the settlement of disputes exclusively through individual lawsuits and proceedings and take precedence over any laws that give passengers the right to participate in a class action lawsuit. This waiver of class action excludes the passenger from participating in any proceedings in which all claims of passengers under these Conditions of Carriage in connection with their travel are assessed, and does not give them the right to be represented in such proceedings or in a group of plaintiffs formed for this purpose. Even if the applicable law provides otherwise, the passenger agrees to bring their claim against the Company individually and not collectively as a member of a group of plaintiffs or as part of a class action.

## I. WRITTEN NOTICE

Unless otherwise specified in these Conditions of Carriage, all written notifications required by these Conditions of Carriage must be sent by prepaid post to Scylla AG, Bachweid 20, CH-6340 Baar, Switzerland.

## J. FINAL PROVISION

These Conditions of Carriage conclusively govern the legal relationship between the Company and the passenger and replace any previous written or oral statements. Any amendment to these Conditions of Carriage must be made in writing and signed by the Company's managing director.

Baar, February 2026

SCYLLA AG