

§ 1 The Owners, the Carrier, the Performing Carrier, the Agent

- a) Owners of the RIVER CLOUD II (hereinafter referred to: the Ship) are Schiffahrts-Gesellschaft "River Cloud II" mbH & Co. KG (hereinafter referred to: the Owners).
- b) The Owners are the "carrier", if they by themselves enter into the passage agreement with the single passenger. In all other cases, for example in case of a charterparty for the Ship between the Owners and a carrier, the Owners are only "performing carrier".
- c) Agent of the Owners are RIVER CLOUD CRUISES GmbH, An der Alster 9, 20099 Hamburg, Federal Republic of Germany (hereinafter referred to: River Cloud Cruises).

§ 2 Carriages and Services in Connection with Carriage of the Ship

The Owners are not and do not hold themselves out to be Tour Operators and do not accept any liability or responsibility or care for the arrangement, performance or organisation of any other carriages or services outside the carriage on the Ship such as land programs, excursions, hotels, pre-or on-carriage of passengers, entertainment, sightseings etc. The Owners' responsibility is strictly limited to the carriage on the Ship from embarkation of the passenger until his/her disembarkation and have no responsibility or liability for any other transport, either air transport, land transport or otherwise or other services whatsoever outside of the carriage on the Ship.

§ 3 Extent of Services rendered and Medical Treatment

- a) Unless otherwise determined by these conditions the price of the passage includes transportation and accomodation of the passenger and his/her luggage together also with the provision of catering on board. There will not be included in the price alcoholic beverages except for table wines and beer during lunch and dinner, tips, special services on board and ashore, nor any official fees concerning the passenger (e.g. taxes, landing, quarantine and stamp charges).
- b) The Owners shall carry a doctor on board if so required by any laws or regulations. The Owners shall not be under any liability to the passengers for treatment given to them by such doctor and/or nurse as may be carried or for such drugs as may be prescribed. Passengers shall pay the doctor directly for such treatment and/or drugs.

§ 4 Luggage - Animals

- a) The allowance of cabin luggage per passenger is up to 40 kg. Additional luggage may only be taken on board with the Owners' approval.
- b) The luggage may only contain personal effects. Weapons and any other dangerous objects, drugs and other objects the importation of which is illegal in countries en route, may not be taken on board. Paragraph 5 (c) shall apply accordingly.
- c) The passenger shall label luggage legibly with his/her name and particulars of port of embarkation and port of disembarkation and in the absence of which any responsibility for loss, damage, confusion, and incorrect loading or unloading of the luggage shall be excluded.
- d) It is not allowed to bring animals on board the Ship.

§ 5 Travel Regulations, Papers

- a) The passenger shall observe perform and comply with all laws, decrees, directives or travel conditions (regulations) of the countries and ports at which the Ship may call as well as air rules and orders of the Master, the Owners or their Agents. The passenger is obliged to procure the necessary travel papers himself/herself in good time prior to the commencement of the journey, and shall show these on request.
- b) Passengers who disobey the instructions, rules or orders referred to in fig. a) or whose papers are incomplete, forfeit the right to demand transportation and have no claim for refund of the fare.
- c) Each passenger is liable to the Owners for all consequences and damages, particularly fines, which the Owners may have to pay or to deposit and which arise out of the fact that the passenger has not complied with the rules and regulations, which are applicable with respect to the voyage into or from or through the countries of the voyage or from the fact that the passenger is not in the possession of the correct papers. Each passenger shall be obliged to reimburse the Owners for such outlays immediately on demand.
- d) The Owners shall render assistance and information through their employees or agents in respect of the regulations referred to a).

§ 6 Ability of the Passenger to Travel

Without thereby entering into any obligations or liability the Owners reserve the right to exclude passengers from the journey or to disembark them at any port, if, in the opinion of the Master or the Owners or River Cloud Cruises or any other agent of the Owners a passenger:

- a) is unfit to travel because of illness, bodily weakness or for any other reason;
- b) has to rely on attendance, yet is travelling unaccompanied;
- c) the passenger shall be liable to the Owners for all consequences and damages, especially fines, penalties, outlays, which the Owners must pay or deposit and which arise due to the passengers non-observance, non-performance or failure to comply with the regulations which apply concerning entry, exit and transit travel of the respective country, or failure to present the necessary papers. The passenger is obliged to immediately repay any sums of money which the Owners must pay or deposit;
- d) is or could be detrimental to the security of convenience of the passengers, the crew or the Ship;
- e) has been booked by reason of provision of false details;
- f) gives any other reasonable cause to justify such step.

In such event, the Owners are not obliged to repay the passage price. The fare for the share of the journey not travelled, may upon written application of the passenger, be repaid if the passenger is not responsible for the premature termination of the transportation contract and the Owners are able to re-sell the place made vacant.

Any outlays and expenses of disembarkation and the extraordinary return voyage in such case are payable by the respective passenger.

§ 7 Assistance Clause

The Owners hereby retain the right to render help to other vessels and to tow or to salvage vessels, to proceed by any route and to enter into or depart from any port on one or more occasions and in any sequence whatsoever. The Ship is also entitled to sail with or without pilots to effect repairs or to dock, to make trial journeys, to set the compass, to sail in convoy, as well as to transport freight of all kinds. Any and all such actions, whether anticipated or not, are deemed to be a component part of the contractual voyage.

§ 8 Delay of the Voyage, Alteration of the Voyage, Interruption of the Voyage, Cancellation of the Voyage

- a) The Owners shall be at any time entitled to cancel any of the agreed services or obligations to alter or to postpone such in the event that an important reason during the performance of the voyage shall make this necessary. In the event of such cancellation the Owners may be obliged to perform other services instead of the agreed services. In particular such an important reason would be if the commencement of the voyage was so much delayed that the voyage could not any longer be sensibly performed, also under consideration of the subsequent employment agreements of the Owners.
- b) If the voyage after the departure of the Ship is interrupted due to a reason beyond the control of the Owners and such interruption brings the contract to an end on the basis that the interruption would be presumed to be of such a period that would frustrate a sensible performance of the voyage. In such event, the passage price shall be reimbursed pro rata. Whether or not any such interruption does frustrate the voyage, shall also be determined under due consideration of the subsequent employment agreements of the Owners.
- c) The Owners are entitled to terminate and cancel this agreement before commencement of the voyage or to terminate the carriage after commencement of the voyage or to change the scheduled route of the voyage or to change the ports of call of the voyage or to undertake other measures and steps, if and so far as maybe necessary due to an important reason. In such event the Owners shall use their best endeavours to keep the voyage as far as possible to its original schedules. In this context an important reason may be construed in particular as circumstances which make it particularly dangerous, risky or difficult to perform the voyage as scheduled. If the voyage is terminated due to such a reason, the passenger shall be repaid the passage price entirely or pro rata. The passenger, however, shall have no further claims of whatever nature against the Owners. If the contract is terminated before commencement of the voyage due to such an important reason, the entire passage price shall be repaid to the passenger. In such an event the passenger shall have no further claims against the Owners whatsoever.

§ 9 Refusal of Landing Permission/ Costs of Further Transportation

If the landing or entry of the passenger and/or the importation of his/her luggage is refused at any port of landing or destination, the Owners retain the right to transport the passenger and/or luggage to another port at which the Ship will call and to land him/her there. For this service the passenger shall pay to the Owners the fare according to the current tariff for such additional transportation and reimburse all other expenditure arising therefrom. The general conditions of this agreement shall also apply to any such additional transportation.

§ 10 General Average

Passengers are not obliged to contribute to general average with respect to their private belongings, which they brought with them on board the Ship. They have no right to receive any monies from general average.

§ 11 Liability for Death or Injury of a Passenger and for Loss of/or Damage to the Luggage

The Owners are liable for damages, which arise during the performance of the voyage on the Ship through death of/or injury to a passenger or loss of/or damage to the luggage of a passenger either as carrier (Beförderer), if the Owners themselves concluded the passage contract with the passenger or - in all other cases - as performing carrier (ausführender Beförderer) according to § 77 of the Binnenschiffahrtsgesetz (BinSchG) - (Inland Waterways Act) in further connection with § 664 Handelsgesetzbuch (HGB) - (Comm. Code).

§ 12 General Liability of Owners

a) Notwithstanding their liability under the provision of paragraph 11 hereinbefore the Owners shall be liable to the Charterers and/or the passengers only if and so far as they are by themselves or by their Managers negligent in making the Ship seaworthy or the proper organisation of the voyage or the failure of any other activity to be performed by the Owners themselves. The Owners, however, shall not be liable for any default or neglect of the Ship's crew, their employees other than managing employees, agents, employees of yards and repair shops or other third parties. They shall not be liable for the consequences of circumstances which constitute force majeure or of circumstances which are not under the control of themselves or the managing employees. In particular this shall apply to the consequences of a delayed delivery of the Ship, of delays during the performance of the

voyage and for any other damages or disadvantages which the passengers may suffer before, during or after the voyage or in connection therewith from any reason whatsoever. This limitation of liability shall also apply in the event that the Ship shall deviate from the scheduled route of the voyage or is subject to any other disturbance of the voyage or in the event that the performance of the voyage shall become impossible.

b) If the Owners contrary to the provision of § 2 hereinbefore in a certain case are considered as tour operator (Reiseveranstalter), the restrictions of liability as agreed under lit. a) hereinbefore, do not apply for claims of a passenger against the Owners as tour operator arising out of the provisions of §§ 651 c ff. Bürgerliches Gesetzbuch (BGB)-(Civil Code). In such case of liability, only the following limitations of liability apply: The Owners as tour operators are only liable up to a maximum sum, equal to the triplicate of the voyage price paid by the passenger, if any damage of the passenger was neither created by wilful act nor by gross negligence of the Owners or if and in so far as the Owners as tour operators are only liable for any damage of a passenger due to negligence contractor to render services under the voyage contract (Leistungsträger) in further connection with the enclosure to this provision ("Bestimmungen über die Beförderung von Reisenden und ihrem Gepäck auf See - Anlage zu § 664 HGB) - Provisions for the carriage of passengers and their luggage on sea - Enclosure to § 664 Comm. Code.

§ 13 Applicable Law, Court of Jurisdiction

a) The relations between the passenger and the Owners as either carrier or performing carrier (see § 1 lit. b) above) and all rights and obligations arising therefrom, shall be subject to and construed in accordance with the laws of the Federal Republic of Germany.

b) The Courts of the Free and Hanseatic City of Hamburg shall have exclusive jurisdiction for all disputes between the passenger/and the Owners in addition to the other places of jurisdiction, which applies according to Art. 14 of the enclosure to § 664 HGB.

§ 14 Final Terms

If any of the foregoing terms and conditions shall become invalid or inapplicable or are not acknowledged by a court, the validity and applicability of the other terms and conditions shall continue.