

NSB TRAVEL CONDITIONS

General Travel Conditions for Cargo Ship Trips

Preamble

The trips offered by the NSB Reisebüro GmbH (hereinafter: "NSB") cargo ship tourism department are only performed with large, modern ships, which are subject to the competition of the world-wide container shipping. We thus advise that the passenger transportation must be subordinate to the cargo shipping in our case. The customer is in agreement that the commercial needs and all associated operations take priority over the interests of the passengers with respect to ship route, arrival and departure times, ports of call, anchorage, passenger disembarkation options etc. The customer knows and accepts that he/she is not going on a cruise, but rather has the opportunity to participate as an observer in a cargo trip with all of its special necessities, which essentially shape the character of the trip.

I Trip Contract

• Tour Operator

The operator of cargo ship trips is NSB Reisebüro GmbH, Harburger 47-51, 21614 Buxtehude, Tel.: +49 (0) 4161 645 2600 8020, Fax: +49 (0) 4161 645 2609.

Cargo ship trips by partner shipping companies are only communicated by NSB. The conditions of the respective organizer apply for these trips instead of the following conditions.

• Concluding the Trip Contract, Payment

If a customer is interested in a trip, then he/she will receive from NSB a suggestion for travel itinerary, an application form to be filled out as well as a declaration form to be signed by all fellow travelers (customers).

Through the application, the customer offers to NSB in a binding manner the conclusion of a trip contract for all participants (customers) listed in the suggestion for travel itinerary, inasmuch as all customers listed in the application have signed the "Passenger Declarations."

The trip contract results from the acceptance of this offer by NSB.

The applying customer vouches for the contract obligations of all travelers listed in the application, in as much as he/she has obligated him/herself to this effect in an express and separate declaration.

The trip confirmation will be provided. Hereupon, the customer must make a down payment to be deducted from the trip price in the amount of 20% of the trip price. The remaining amount is due four weeks before the trip begins.

• Contracted Services

The contracted services result from the service descriptions in the brochure, the information in the suggestion for travel itinerary, the passenger declaration and the trip confirmation, including these conditions. NSB reserves the right to change the brochure information before the contract is concluded, but will in this case inform the customer accordingly before the booking.

The customer is responsible for his/her own arrival and departure.

The on-board meals included in the trip price are breakfast, lunch, afternoon coffee and dinner. The food is simple but filling and is tailored toward the needs of the crew. Alcoholic

beverages, mineral water and soft drinks are not included.

The costs for special and extra services, i.e. all other additional services desired by the customer, e.g. all personal services, excursions and gratuities are not included in the trip price. This also applies to general fees, fees for disembarkation and embarkation, fees for hospitals and quarantines, costs for doctor visits and other fees charged to the customer by governments or harbor authorities. These are to be paid separately by the customer. The same applies to costs that are incurred by through the intervention of a local agent for the servicing of the needs of the customer or that were advanced by the agent for the customer. In as much as these costs were advanced by the carrier and/or NSB, the carrier or NSB is authorized to demand direct reimbursement from the customer. NSB calculates a per diem, which is given to the passenger before the booking of the trip, for the disembarkation and embarkation at the port of departure and port of destination.

Cabin luggage up to 1 cbm and up to 100 kg per customer is free of charge. Special agreements need to be made for other luggage. The customer has no right to carry additional luggage, nor in particular to the handling of additional luggage in accordance with the conditions of a bill of lading and/or based on a special freight contract. The passenger is not owed an average premium with respect to his/her cabin luggage. He/she also has no claim to damages in the case of general average.

Animals may not be taken along.

The customer may not take on board weapons and other dangerous objects, narcotics, intoxicants, pornographic images and other objects, the importation of which is legally forbidden in any port of call or in the country of destination. If the customer brings on board prescription medications, he/she must also carry along appropriate documentation from his/her physician, also in the English language.

• Special Conditions of Cargo Ship Travel NSB can at any time and without advance notice replace the ship with an equivalent one without triggering claims from the customer.

Departure times and arrival times at ports of destination or at another harbor along the route are only specified as approximate times. The schedules can be changed due to weather conditions, authority decrees, instructions from the ship

owner or its charterer or other factors that cannot be controlled by NSB. NSB can in particular neither guarantee that individual harbors will be arrived at on schedule nor that a certain harbor sequence will be followed. This also applies to the port of departure and port of destination. The location and number and sequence of the ports of call during the trip are not part of the contractual agreement.

NSB in no way liable for such changes, in particular price reduction or damage claims by the customer against NSB due to a port that was not called on, regardless of whether or not it was announced, or due to a deviation from the announced route are expressly excluded.

The customer must confirm the lay periods of the ship with the captain or the 1st officer before shore leaves. The provisions in the passenger declaration with respect to the carrying of a cell

phone also apply.

Shore leave opportunities can be limited or sometimes even excluded by short lay periods and anchorages in the roadstead.

The customer accepts that a cargo ship offers less comfort than a passenger ship in terms of appointments, noise and vibration damping and that the cargo can lead to blockages of the view from the cabin windows.

If the ship does not call at the port of departure or port of destination named in the travel confirmation, NSB is required to transfer the customer from the agreed upon port of departure to the location of the actual departure or from the actual arrival location of the ship to the agreed upon port of destination using the transportation means of its own choosing and - if necessary - to provide lodging at the cost of the NSB. This does not apply if the change was communicated to the customer in advance such that the customer is not yet located at the port of departure named in the travel confirmation and his/her journey to this harbor has not yet begun.

Should the duration of the trip be extended in exceptional cases due to harbor congestion or a strike, war, riot, due to disruptions in public safety and order, due to waiting for anchorage, at the behest of the charterer or for other reasons beyond the control of NSB, NSB has no claim for additional fare compensation against the customer. NSB is not liable for an extension of the trip duration. The customer has no claim to return transportation before actual end of the trip, e.g. with an airplane.

If the customer books lodging at the port of destination, NSB will transfer the customer at its own cost to the port of destination if the booked harbor is not called on. Excluded from this are cases, in which the failure to call at the port is caused by force majeure or the customer or the change was communicated in a timely manner such that he/she can perform the rebooking him/herself.

If the lodging in the port of destination is not reached with a period of no more than 10% of the total trip duration specified as the estimated time - but at least 1 day - after the expiry of the specified estimated time, NSB will take care of the rebooking within the same lodging at its own cost. Should this not be possible, NSB will take care of the rebooking of the lodging at another location in the general vicinity and with a comparable category. If the customer did not book lodging via NSB, NSB cannot rebook itself, but will cover the costs of the rebooking. NSB will not cover the costs for the rebooking if force majeure or the behavior of the customer were the cause of the late arrival at the lodging.

If the customer booked a return flight, NSB will cover the rebooking costs if the flight could not be made because the port of destination was reached late by more than 10% of the total trip duration specified as the estimated time - but at least 1 day - unless the delay was due to force majeure or was caused by the customer.

If the customer is denied the ability to receive paid services from the trip contract due to an unplanned early end to the trip not attributed to force majeure or the fault of the customer, he/she can request reasonable reimbursement. However, if the trip ends earlier than the specified estimated time, there is no claim for compensation if the reduction in the trip duration is at most 10% of the total trip duration specified as the estimated time - but at least 1 day.

• **Contract Change / Contract Termination**

• **Service Changes**

Changes to or deviations in individual trip services from the agreed upon content of the trip contract, which are necessary after contract

conclusion and which are not effectuated by NSB against good faith, are only allowed if they are not significant and do not affect the overall nature of the booked trip.

Changes to the route and/or the port of departure and port of destination in accordance with section I no. 4 are in this respect not "significant" inasmuch as the overall nature of the trip (e.g. trip from Europe to North America, etc.) is not changed by the changes.

Potential warranty claims remain unaffected inasmuch as the changed services are afflicted with deficiencies.

NSB is obligated to immediately inform the customer about service changes or deviations. If the customer undertakes the trip aware of the communicated changes, these do not entitle the customer to the assertion of potential warranty and damage claims.

NSB must immediately inform the customer about a substantial change to a main trip service that impacts the overall nature of the trip.

In light of a substantial change to a main trip service, the customer has the right to withdraw from the trip contract without penalty or to request a free rebooking - as long as this is possible without additional costs being incurred by NSB - to a trip that is at least of equal value. The customer must exercise these rights immediately after declaration of the change in the trip services from NSB.

• **Withdrawal by the Customer, Rebooking, Replacement Person**

The customer can withdraw from the trip at any time before the trip begins. Material to the validity of the withdrawal is the timing of the receipt of the declaration of withdrawal by NSB. In order to avoid misunderstandings, the declaration of withdrawal must be provided in writing. As a result of the withdrawal, NSB forfeits claim to the trip price. However, NSB has the right to request from the customer a reasonable compensation for made trip arrangements and expenses, which is limited depending on the amount to the agreed upon trip price. The timing of the withdrawal by the customer is material to the amount of the compensation claim. Instead of the specific calculated damage claim, NSB can also impose a lump-sum compensation.

Then upon withdrawal from the booked trip, the following amounts are to be paid:

- up to the 60th day before the trip begins: 10% of the trip price, but at least € 100.00
- between the 59th and 30th day before the trip begins:
 - 25% of the trip price, but at least € 200.00
- between the 29th and 6th day before the trip begins:
 - 50% of the trip price, but at least € 300.00
- from the 5th day before the trip begins: 95% of the trip price.

If the customer does not show up for the agreed up trip begin, NSB's compensation claim is 95% of the trip price. It remains the right of the customer to prove that NSB incurred no or lower damages. The assertion of higher damages is reserved.

If changes (rebooking) with respect to the trip schedule, trip destination, location of travel commencement, lodging or mode of transportation are made at the customer's request after the booking of the trip, NSB can impose a rebooking fee of € 60.00 per traveler up to the 35th day before travel commencement. After this period, no further rebooking will be made. Requests for changes can only be

entertained if the customer declares withdrawal and simultaneously submits a new application. Up until the trip begins, the customer can request that instead of him/herself a third person enter into the rights and duties from the trip contract. NSB can object to the admittance of the third person if he/she does not meet the special trip requirements or does not supply the required health certificates or his/her participation is in conflict with legal regulations or regulatory arrangements. If a third person enters into the contract, then he/she and the customer owe NSB as the co-debtors the trip price and the additional costs incurred by the admittance of the third person, which are calculated as a lump-sum of € 60.00. The customer is free to prove that lower additional costs were incurred.

• **Unused Services**

If the customer does not use part of the trip services as a result of an early return trip or for other urgent reasons, NSB nevertheless receives the full trip price minus potentially saved expenses and minus that which NSB actually acquired through other use of the trip services.

The same applies in the case of sickness and if the captain or a physician forbid further travel.

The obligation to calculate saved expenses is dropped if the unused services are entirely insubstantial services or if legal or regulatory provisions are opposed to a reimbursement.

• **Withdrawal and Cancellation by NSB**

NSB can in the following cases withdraw from the trip contract before the start of the trip or cancel the trip contract after the start of the trip

- without adherence to a time limit if the customer
- is unfit to travel according to the opinion of the captain or a physician due to illness, affliction or for other reasons,
- is required to have a chaperone, but is traveling unchaperoned,
- continues to disrupt the execution of a trip regardless of a warning from the NSB or the ship crew or behaves in a manner that violates the contract such that the immediate cancellation of the contract is justified,
- booked the trip based on false information if such information was of significance to the conclusion of the contract,
- does not arrive on time for the start of the trip;
- represents a considerable risk for other passengers, crew or ship,
- does not comply with the necessary trip requirements or does not have the necessary travel papers - e.g. visa for all ports of call - so that there is a risk that the customer and/or other passengers or crew members may not leave the ship for shore leave, the ship is detained and/or charged with monetary fines or cargo cannot be unloaded,
- did not obtain the required casualty and medical insurance in accordance with section III no. 2 of these conditions.

In the case of the existence of one of the aforementioned cases, the captain can disembark the customer at the next port as long as reasonable return travel options are ensured there. In this case, the captain has the right to declare the cancellation of the trip contract on behalf of NSB and/or the carrier. NSB and/or the carrier are freed of their main liabilities, in particular their obligation to provide transportation. NSB and/or the carrier retain the claim to the trip price. Any additional costs for return travel are covered by the customer him/herself; this also applies to costs incurred through the use of a local agent for the organization of medical treatments, return transportation, lodging etc. In this respect,

section I no. 3 of these conditions apply. The customer declares him/herself in express agreement with the use of an agent for administration of his wishes in connection with the disembarkation, any potential medical treatment, return travel etc. at his/her own cost. However, NSB and/or the carrier must credit the value of the saved expenses and those advantages that they obtain from the use of the unused service otherwise, including the amounts to them by the service providers.

If the customer breaches the contract, damage claims are retained.

- up to 4 weeks before the start of the trip, if travel on board the ship must be changed or cancelled in part or in full due to necessary shipyard detention that could not have been foreseen when the contract was concluded or changed instructions from the charterer of the ship material in terms of section II no. 1 of these conditions. In such cases, the trip

price paid by the customer will be returned. Further claims are excluded. Up to three weeks before the start of the trip, the customer has the right to inform NSB that he wants to take advantage of the potentially additionally agreed upon travel services. If the customer declares his wish to do so, the withdrawal provisions in section II no. 2 of these travel conditions apply as of this point in time. If the customer does not declare his wishes, then the entire trip cost will be returned to him/her.

- If the passenger does not provide a current medical certificate stating that there are no concerns preventing a trip on board a ship without a ship doctor 2 weeks before the trip begins, NSB can cancel the contract without notice. NSB is then entitled to damage claims to be calculated in accordance with section II no. 2 of these conditions.

- **Cancellation of this Contract Due to Extraordinary Circumstances**

If the trip is hampered, endangered or impacted as the result of extraordinary circumstances that could not have been foreseen when the contract was concluded, e.g. war, strike outside of NSB and its service providers, internal unrest, epidemics, sovereign orders, natural disasters, accidents or incidents, the effects of which rival the examples listed above, in particular if they are deliberately caused by third parties, then both the customer and NSB can withdraw from the contract before the trip begins. The customer will be reimbursed the price of the trip. Further claims are excluded.

Should the aforementioned conditions arise only after the start of the trip, the contract can be cancelled by the customer or NSB. NSB has a claim to a reasonable amount of compensation for services already provided and for services still to be provided in order to complete the trip. Section I no. 4 of these conditions apply to any extension of the trip duration.

- **Customer's Obligations**

- **General**

The customer must follow the instructions of the captain and the officers during the trip on the cargo ship, in particular to observe special instructions given to the passengers by the captain and/or the officers for their own protection. The customer is obligated to understand and comply with safety regulations applicable for crew members that are visible on board the ship and to participate in the rescue exercises that take place on board. The customer must follow the on-board regime.

- **Health/Insurance**

There is no doctor on board the ship. The customer must therefore be in stable and good health. All customers must submit to NSB an appropriate medical certificate two weeks before start of the trip.

The customer is obligated to obtain valid casualty and medical insurance for the trip with the cargo ship for medical treatment overseas including a return trip to his home country due to illness and/or injury and/or in the case of death and to provide proof of this insurance to NSB before the start of the trip. The trip can only be booked with the simultaneous purchase of deviation insurance, which covers the costs incurred by the carrier or that result in that the ship must call to a port deviating from the sailing list due to an accident, an illness or the death of the customer. The deviation insurance can be purchased from the shipping company and is invoiced to the customer in addition to the price of the trip.

- **Passport, Visa, Customs, Foreign Currency and Health Provisions**

NSB will inform the customer about passport and visa requirements and the deadlines for obtaining these documents provided that the customer is a citizen of Germany. NSB will brief all customers about health-regulation formalities and potential changes before the start of the trip. For customers who are not German citizens, the responsible diplomatic agencies of the countries to be visited will provide information on passport and visa issues. We recommend that such customers contact the responsible diplomatic agencies.

The customer is solely responsible for the procurement of valid documents (such as passports, visas, customs papers, foreign currency, immunization certificate) that are required according to the entry requirements of all potential ports of call along the route. The carrier has the right - but is not required to - check the required documents before the embarkation of the customer. Financial or other consequences resulting from improper (and incomplete) documents are to be covered and paid for by the customer.

The customer must follow all laws, regulations, decrees or travel requirements (regulations) of the countries and ports visited during the trip as well as all rules and instructions from NSB or its representatives. This also includes the applicable customs regulations. The customer is responsible for the right declaration of the customs list in the port of departure and ports of destination.

All disadvantages accrued from the failure to comply with these regulations are the responsibility of the customer provided that NSB satisfied its obligations to provide information. If the customer does not comply with the entry requirements of individual countries or if a visa was not obtained in sufficient time by the customer and the customer is prevented from further travel for this reason, NSB can charge the customer the corresponding withdrawal fees. The customer is liable to NSB for all consequences and damages, in particular fines, penances and disbursements, that they, the carrier and/or the charterer of the ship must pay or provide because the customer did not follow the applicable regulations regarding entry, exit or transit travel in the respective country, could not provide required documents or violated customs, security or foreign-currency regulations. The customer is obligated to immediately repay monetary amounts that NSB must pay or provide.

The customer should inform him/herself in a timely manner about infection and vaccination

protection as well as other prophylactic measures; if necessary, medical advice should be sought. Please refer to general information, in particular from health authorities, doctors experienced with travel medicine, doctors specializing in tropical climates, medical travel information services or the German Federal Centre for Health Education.

In some areas (e.g. the Suez Canal), it may be necessary to list the customer as a crew member on the crew list.

4. Refusal of the Landing Permit or Entry, Costs of Further Travel

If shore leave or entry of the customer and/or the importation of his/her luggage is refused in the provided port or country, NSB can transport and then disembark the customer and/or his/her luggage to another port or country to be called upon by the ship. The customer must pay to NSB a fee equal to the cost of the further travel and reimburse all other expenses incurred in this connection. These conditions apply to any such further travel.

- **Liability**

- **1. Liability of NSB, Its Employees and Representatives**

- The contractual liability of NSB for damages that are not bodily damages is limited to three times the price of the trip,
 - As far as damage to the traveler is effectuated neither intentionally nor grossly negligent or
 - As far as NSB is responsible for damages incurred by the traveler solely due to the fault of a service provider.
- For all property damage claims of the customer against NSB from unauthorized handling, which was not intentional or grossly negligent, NSB guarantees in the case of property damage up to € 4,100.00 per customer and trip. If this sum exceeds three times the price of the trip, the liability for property damage is limited to the amount of three times price of the trip, per traveler, per trip. In this connection, the customer is advised in his/her own interest to purchase baggage insurance. The shipping company is not liable for loss of or damage to money, silver, jewels, jewelry or other valuables. In general, a safe for the storing of such valuables is not available on board.
- NSB is not liable for personal or property damage resulting from hostile attacks from third parties.
 - NSB is not liable for service disruptions in connection with services that are only arranged as third-party services (e.g. flights to the port of departure, flights from the port of arrival, lodging, excursions, etc.). This must undoubtedly concern the procurement of third-party services outside of the overall circumstances of NSB, in particular outside of its advertising and the method of invoicing.
 - Should transportation in liner traffic be provided within the framework of a trip or in addition to it and should the customer be provided with corresponding transportation identification for this, NSB will provide third-party services inasmuch as NSB expressly indicates such in the trip announcement and in the trip confirmation and NSB also did not give for other reasons the impression that it would take responsibility for the provision of these services. Thus, NSB itself is not liable for the provision of the transportation service. Any liability in this case is regulated in accordance with the transportation regulations of this company, about which the customer has been informed in detail and that are to be made accessible to him/her upon request.
 -
 - Damage claims against NSB are limited or excluded in this respect, as based on international treaties or legal regulations based on them, which are to be applied to the services to be provided by a service provider, claims for damages can only be brought against the service provider under certain conditions or restrictions or are excluded under certain conditions.
 - Should the tour operator be viewed as a contractual air carrier, liability is regulated according to the provisions of air traffic law in connection with international treaties of Warsaw, the Haag, Guadalajara and the Montreal Convention. As a general rule, these treaties restrict the liability of the air carrier for death and dismemberment as well as for loss and damage to luggage. If the tour operator in other cases is the service provider, it is liable in accordance with the applicable provisions.
 - Should the tour operator be viewed as a contractual carrier for travel on ships, then liability is also regulated according to the provisions of the German Commercial Code, including the appendix to § 664 of the German Commercial Code.
 - If damage claims that were incurred in connection with the transportation are brought against an employee or representative of NSB, then he/she can, inasmuch as he/she acted while performing his/her tasks, also invoke the aforementioned liability restrictions.

- **2) Customer's Duty of Disclosure/Guarantee** Should service disruptions occur, then the customer is obligated to cooperate to avoid the emergence of damage.

The customer must report any deficiencies immediately upon detection to the captain or NSB at the address/telephone and fax number listed in section I no. 1.

If the trip service is inadequate, the customer can demand corrective action. However, NSB has the right to decline corrective action if it requires a disproportionate level of effort or the inadequacy cannot be remedied in an objective manner. If NSB does not correct the problem within a reasonable period of time to be determined by the customer although NSB is required to provide corrective action, the customer can find a remedy him/herself. The customer can only decline assistance offered by NSB if it is unreasonable for him/her to do so.

The customer's right to a reduced trip price due to inadequate trip service (§ 651 d of the German Civil Code) is dropped if the customer culpably neglected to report the problem.

If a trip is seriously impacted as the result of an inadequacy and if NSB provides no assistance within a reasonable period of time, the customer has the right to cancel the trip contract - in the interest of the customer and for reasons of preservation of evidence advantageously through written declaration - within the framework of the legal provisions. The same applies if the customer cannot be expected to make the trip as a result of an inadequacy for important reasons noticeable to NSB. The determination of a deadline for the remedy is only not required when remedy is impossible or is declined by NSB or if the immediate cancellation of the contract is justifiable for a particular interest of the customer.

Irrespective of the impairment or cancellation, the customer can demand damages due to failure to fulfill the contract unless the trip inadequacy was due to a condition for which NSB is not responsible. The amount complies with section IV no. 1 of the NSB travel conditions.

- **Other**

- **Assignment**

The assignment of claims of the traveler is not permitted.

- **Exclusion of Claims**

The customer must make all claims, i.e. those due to non-contractual provision of trip services or for illegal acts (delict), against NSB at its headquarters within one month of the contractual end of the trip. After this period has expired, the customer can only make claims if he was prevented from complying with the deadline due to no fault of his own unless it concerns claims for illegal acts, which go beyond contractual claims from the same facts. It should be noted that NSB

can appoint shorter exclusions deadlines via § 651 h para. 2 of the German Civil Code if such restrictions exist legally through international treaties for a travel service to be provided by a service provider.

- **Statue of Limitations**

Contractual claims of the customer are limited to one year inasmuch as they do not concern claims due to bodily injury. The statute of limitations begins on the day when the trip was scheduled to end according to the contract. If the customer makes such claims, then the statute of limitations is blocked up to the day when the tour operator rejects the claims in writing. Claims from illegal acts are limited to three years.

- **Written Form**

All agreements are to be put down in writing in order to purposes of ensuring burden of proof. This also applies to supplementary agreements and warranties, also by the travel agency as well as to subsequent contractual changes.

- **Invalidity of Individual Provisions**

The invalidity of individual provisions of the trip contract does not result in the invalidity of the entire trip contract. The invalid provisions should be reinterpreted in the sense of a permissible regulation or, if necessary, be replaced in a court of law with one that comes closest to the original intent of the invalid regulation.

- **Applicable Law**

All disputes concerning the relationship between the customer and NSB are subject to German law.

- **Jurisdiction**

Bremen has exclusive jurisdiction for suits against NSB or the executing carrier as well as against the captain, crew members or other vicarious agents of the carrier. For NSB law suits against the customer, the residence of the customer is applicable unless the law suit is directed at full business people or persons who have no general jurisdiction in the Federal Republic of Germany or at persons who have moved their residence or usual place of location overseas since conclusion of the contract or their residence or usual place of location is not known at the time that the law suit is filed. In such cases, legal venue is Bremen.