



SCYLLA

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Carrier's Conditions of Carriage

Scylla AG

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!

Introduction

Within this document, statements and agreements are made which affect the legal rights and remedies of passengers on board of this ship 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.

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.

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.

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.

These Conditions of Carriage binds you with the company, her (hired) nautical crew, her (hired) catering- and hotel crew, her 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".



1. DEFINITIONS

"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 this conditions only, the term "Company" also includes **Edelweiss Gastro Ltd.**, a Cypriot private limited company. **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.

"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.

"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.

"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.

"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 Aurelia, MS Edelweiss, MS Esprit, MS Grace, MS Inspire, MS Jane Austen, MS Joy, MS Lord Byron, MS Savor, MS Saxonia, MS Swiss Corona, MS Swiss Crown, MS Swiss Crystal, MS Swiss Diamond, MS Swiss Emerald, MS Swiss Gloria, MS Swiss Jewel, MS Swiss Pearl, MS Swiss Ruby, MS Swiss Sapphire, MS Swiss Tiara, MS Treasures..

2. EMBARKATION

Passenger promises to embark the Vessel timely, at all time. If this exact time isn't communicated, than 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. At embarkation each Passenger must have already received all medical inoculations necessary for the voyage and must have in her possession; a valid access ticket, valid passport, visas, medical card and other documents necessary for scheduled ports-of-call and disembarkations. It is the Passenger's sole responsibility to obtain and have available the appropriate and valid travel documents. 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. 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.



3. ANIMALS AND/OR DANGEROUS ILLEGAL ITEMS

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. 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. 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. Passenger further agrees to all the determination concerning the usage on board of the (service) animal. This obligation concerns all documentary and other requirements.

4. VALUABLES

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. Company takes no responsibility for the loss of, or damage to, any such item.

5. LIABILITY LIMITATIONS FOR LOSS OF AND/OR DAMAGE TO PROPERTY

The Company limits its limitations for loss of and/or damage to property brought on board of the vessel with the following obligations, which Passenger has to comply:

- a) Passenger must consider that baggage and valuables which totally exceeds € 200 must be deposit for safekeeping. Company's liability to Passenger, for loss or damage to personal belongings, is limited to a maximum of € 200.
- b) Company provides safekeeping for valuables on board of the Vessel and strongly recommends Passenger to deposit all kinds of jewellery and other valuables brought aboard of the Vessel. Information regarding this deposit can be collected at the reception on board of the Vessel. Company shall not be liable for loss or damage to valuables, unless these valuables are delivered to a designated officer at the reception and well substantiated with receipt of this deposit. The valuables delivered for safekeeping shall be deemed in all cases not to exceed € 200, unless Company agrees expressly in writing to a higher value for the article at the time of delivery to the reception.
- c) Except for explicit exceptions made in these terms and conditions, Company is not liable for any loss or damage to baggage and other valuables. There is no possibility for reimbursement in the case of loss and/or damage to personal belongings of Passenger in any public area or else on board of the Vessel. Loss due to ordinary wear and tear, peril of the water, terrorist incidents, act-of-god is not reimbursable. If there is a settlement made for a reimbursable claim for lost belonging, this will be valued at the lesser of actual cash value (replacement cost minus depreciation) or cost price. Settlement for a reimbursable claim for a damaged item will be at the lesser of cost of repair, actual cash value or replacement costs. There will be no settlement made when the proof of actual value or repair costs lacks or is insufficient. The proof must be send to and received by the Company. The liability for Company must be proven before any settlement will be made and paid.



6. LIABILITY LIMITATIONS (INCL. NOTICE OF AND TIME LIMITS FOR CLAIMS)

a) Applicable Conventions on limitation of liability.

- I. For cruises on board of a Vessel which sails on the Rhine, Moselle, Saar, Main, Neckar, Danube and Rhine-Main-Danube-Canal, Havel and Oder-Havel-Canal, Oder, Baltic Sea, Vltava (Moldau), Seine, Rhône, Saône, Elbe and Elbe-Havel Canal, Company appeals on her liability limitations, immunities and other rights concerning loss or damage to baggage and valuables, death, illness and/or personal injury under the Strasbourg Convention on the Limitations of Liability of Owners of Inland Navigation Vessels (2012) ("CLNI"), as adopted by Switzerland.
- II. In addition to all the restrictions and exemptions from liability provided in the CLNI, Company benefits of any complementary limitations of/or exoneration from liability under any statute or law of any country of any other applicable law including, without limitation, the Convention on Limitation of Liability for Maritime Claims 1976. Nothing in this contract is intended to, nor shall it operate to limit or deprive Company of any such rights to limitation of or exoneration from liability.
- III. In most cases the Conventions limit Company's liability for death, personal injury and lost or damaged property. The provisions and limitations of these Conventions are deemed to be incorporated by this reference in the travel contract.

b) Notice of claims and time limits to file suite

If passenger maintains a lawsuit against Company, the following deadlines apply: The ultimate date for a written notice from Passenger to Company, concerning a claim for loss of life or bodily injury is two (2) years after the date of death or injury. The lawsuit must be commenced within five (5) years after the date of death or injury and valid service of the lawsuit on Company is made within ninety (90) days after commencement of the lawsuit. For all other claims the Passenger may only maintain a lawsuit against the Company if the Company is provided with a 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 Company, as applicable, is made within thirty (30) days after commencement of the lawsuit. If the lawsuit is filed by or on behalf of a minor or legally incompetent person, the above mentioned time periods will begin to run on the earliest of: (I) date of appointment of a legal representative for the minor or legally incompetent person, or their estate; or (II) five (5) years after the date of death, injury or damage, as applicable.

c) Circumstances and actions beyond Company's control

Company's liability towards Passenger is excluded when death, injury, illness of Passenger or permanent or temporary loss of or damage to Passenger's property, delay or other loss of any kind is caused by acts of God, war or war like operations, terror, civil commotion, labour strike/trouble, interference by authority, political disturbance, peril of the water(level), lurching of a Vessel or other causes that aren't in Company's control as in fire, theft, crime, errors in navigation or management of the Vessel or defect in machinery, equipment, furnishing or supplies of the Vessel, fault or neglect of independent contractors 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.



d) Limitations of liability concerning independent contractors/tours on shore

Company cannot be held liable for any tour, excursion, restaurant, hotel, any kind of transportation or other service which is not owned or operated by Company.

Company cannot be held responsible/liable for any deficiencies in compliance which is accountable to arrangements with other independent contractors. These arrangements with independent contractors include, but are not limited to; airline and surface transportation, services or products of other parties, available for Passenger's convenience aboard or of board the Vessel, all the of board services, products and transportation which is executed by independent parties, including but not limited to; excursions, shore trips, tender services, pre-cruise and post-cruise tours. If the Company provides in the intermediation with an independent contractor, this must be seen as an additional service to the Passenger and Company is entitled to impose a charge to this service without taking any supervise or control such independent contractors or their employees, conveyances or facilities, and Company accepts no liability for any loss, delay, damage, injury, death or any failure to perform, which occurs on these events, Any consequential damage resulting from any failure to perform from independent contractors, which results in delay or missing the embarkation, cannot be objected to Company.

e) Claims concerning emotional distress

Company holds no liability for any emotional distress, caused under any circumstance, mental suffering or psychological injury which isn't a physical injury caused by an intentionally inflicted act or imputable gross negligence by (an employee of) the Company.

f) Passenger's medical condition and treatment

Passenger is obligated to report any irregularities in their medical condition to Company, before and during the cruise. On board of the Vessel there is no possibility to consult an internal doctor or nurse. Any medical attention required must be sought at local facilities, where the Vessel is contained at that particular moment. Passenger shall be responsible for all costs and expenses of medical services, treatment, medications and assistive devices. Company has no liability for any cost of, or incurred in connection with, medical services, or for the quality of outcome of the treatment Passenger receives. Passenger consents to receiving treatment by medical professionals designated by Company, and agrees to bear the costs of such treatment, in any circumstance in which Passenger is, or appears to be, unable to request or authorize medical treatment and the Vessel's officer believes medical attention is necessary, even though (afterwards) this belief is founded incorrect.

g) If a written claim is not made within the time provided in this section or the lawsuit is not commenced within the time provided then Passenger hereby formally agrees to the fact that Passenger shall be deemed to have waived and released any right to make a claim against Company, for death, any (bodily) injury or emotional distress or the loss of or damage to any property.



7. CHANGE OF ITINERARY

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. 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, 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 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.

8. THIRD PARTY BENEFICIARIES

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.

9. SECURITY, HEALTH AND Demeanour

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. 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 Captain. 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.



10. DISABLED PERSONS

If Passenger suffers a disability or impairment, 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. Company may require that a Passenger who, due to 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. If Company determines 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. 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.

11. SMOKING/ALCOHOL

a) Smoking

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.

b) Alcohol

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.

12. 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.

13. 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.



14. 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.

15. 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 3 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.

16. UNCLAIMED PROPERTY

If any personal property has been left or left unattended and comes into custody or control by Company, this may be disposed if Passenger does not reclaim this property within 45 days. If Company is able to find identification towards the property, Company will request the travel agent to collect this property and hand this over to Passenger.

17. PAYMENT ON BOARD OF THE VESSEL

Products and services provided on board of the ship, which aren't included in the booking with the travel agent and must be paid directly from Passenger to Company, will be charged in EUR. Payment must be complied 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/possible on demand of the Passenger.

18. 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 these actions.

19. TRAVEL AGENCY/AGENT

Travels booked by Passenger on board of a Vessel are always booked with 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 any connected person from Company.



20. 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 provisions hereof. Context may require that reference to the male gender also applies to the female gender and neuter, and references to the singular shall include the plural, and vice-versa. Travelling on board of a Vessel is voluntary, passenger acknowledges this fact. Passenger is not obligated to participate on board of this Vessel. The Conditions of Carriage are designed to achieve a delicate balance and exchange of rights, liabilities, limitations, exclusions, remedies and economics between Passenger and Company.

21. CONSEQUENTIAL DAMAGE

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.

22. APPLICABLE LAW / JURISDICTION

Scylla AG is based in Basel, Switzerland. Regardless the jurisdiction of the (travel) agency, where the actual booking with the Passenger took place, the agreement between Company and Passenger for the rules of staying on board of the Vessel is deemed to be made in Basel, Switzerland. On this agreement the Swiss Law applies, any claims relating to or in any way arising out of or connected with these conditions shall be governed exclusively by the laws of Switzerland. The Passenger hereby agrees to the fact that this replaces, supersedes and pre-empts any provision of law of any state or country to the contrary and shall be litigated before the "Civil Court" in Basel, Switzerland, to the exclusion of the jurisdiction of courts of any other country. Passenger consents to this exclusively applicable jurisdiction and waives any venue or other objection to venue or personal jurisdiction that may be available to any such action or proceeding being brought in said court.

23. SUMMARY OF LEGAL EFFECTS OF THE CONDITIONS OF CARRIAGE

By approving 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.