

Terms of Transportation of A-ROSA Flussschiff GmbH

Dear passengers,

Please read these transportation conditions carefully before your booking. We inform you that by booking your trip or by boarding the ship you agree to the following transportation conditions to be binding.

The following transportation conditions shall regulate the legal relationship between you and A-ROSA Flussschiff GmbH, Loogerweg 5, D-18055 Rostock as an addition to the statutory provisions.

1. Scope of validity/transferability

The ship shall only be boarded by the person stated in the booking confirmation and indicated on the ticket. The names on the ticket and on the booking confirmation shall be identical to the name in the passport. We therefore advise you to compare the names in time prior to departure and to apply for the ticket or the booking confirmation to be changed prior to departure, if necessary. In case of a transfer of a ticket, a confirmation by the travelling agency shall always be presented additionally.

2. Boarding and leaving the ship

The passengers shall be obliged to appear at the signposted access points to the ship at least one hour prior to the scheduled departure and the continued travels after a stop. The times of departure shall be put on display at the exit to inform the passengers when leaving the ship and can be inquired from the ship staff. A-ROSA Flussschiff GmbH shall not assume any liability if a passenger doesn't appear at the signposted access points to the ship in time prior to departure and the ship leaves without him/her. Passengers shall carry the travel documents and tickets, their passport and other documents required for the journey easily accessible with them when boarding and leaving the ship and they shall present them upon request to the staff of A-ROSA Flussschiff GmbH.

3. Luggage, objects of value and other items

Based on the limited space on the ship and the risk that comes with an excess load, passengers shall only be allowed two items of luggage with a joint maximum weight of 50 kg without a surcharge. Passengers shall have no claim to taking luggage that exceeds the approved amount. Additional luggage shall be registered within 7 days at A-ROSA Flussschiff GmbH and confirmed by the latter in writing. All items of luggage shall be stored away safely and bear the clearly visible name and address of the holder, the name of the ship, the number of the cabin and the period of travel. Under no circumstances shall it be permitted to bring dangerous items on board, such as firearms, explosives or easily inflammable goods. Moreover, it shall not be permitted to bring alcohol, drugs and other banned substances on board. Passengers shall acquire information on the statutory provisions of the respective destinations of the journey prior to the beginning of the journey. The items and substances listed above shall be handed over to the captain or his/her representative, who, at their own discretion, may order the disposal of these items or substances. Passengers shall have no claim for compensation towards A-ROSA Flussschiff GmbH in case of a disposal. Should there

be any unclear issues, passengers shall acquire information on the possibility of bringing such an item/substance from A-ROSA Flussschiff GmbH prior to departure. Animals may not be brought on board, with the exception of seeing-eye dogs.

Objects of value such as jewellery, precious metals or securities shall be transported as carry-on luggage or stored away in the ship safe, if capacities allow.

4. Passport and visa provisions

Passengers shall be obliged to take care of acquiring a valid passport and the possibly required visa on time. Should there be problems related to missing passports or visa when crossing the border, A-ROSA Flussschiff GmbH shall not be considerate of this in order to keep the journey schedule and in the interest of the remaining passengers. Should there be unclear situations, we advise you to contact the respective consulates.

Children's entries in their parents' passport shall not be valid and shall not entitle the child to cross the border. All children shall dispose of their own travelling documents on international travels from the moment of their birth.

5. Carrying out the journey and conduct on board

A-ROSA Flussschiff GmbH shall reserve the right to modify the occupancy of the individual cabins if this becomes necessary for the safety of the ship or the passengers.

The travelling route advertised by the travelling agency shall only be a scheduled travelling route. The travelling route communicated prior to the beginning of the journey shall never be a binding one. The captain or his/her representative may, at their sole discretion, modify the travelling route. For instance, a modification of the travelling route shall always come into play in case of climate-related, war-related or terrorist interferences and in case of strikes or blockades. Based on such external influences, delays or, in the worst case, a complete cancellation of the journey may occur.

The instructions by the captain and the staff of A-ROSA Flussschiff GmbH shall be followed. The captain or his/her representative shall be entitled to, at their sole discretion, ban passengers from the ship who repeatedly refuse to follow the instructions of the captain or the staff of A-ROSA Flussschiff GmbH or who risk the safety of the ship or the guests. Should a passenger who is to be banned from the ship behave in a violent manner and endanger his/her own health or that of the other passengers, he/she may also be put in custody by the captain or his/her representative until the next landing is reached.

Passengers shall not be allowed to assume commercial activities on the ship without prior consent of A-ROSA Flussschiff GmbH.

6. Minors

Minors shall not be allowed to come on board the ship, unless they are accompanied by a parent or a supervisor.

Parents shall be obliged to supervise their minor children for the entire duration of the stay on board. This shall apply accordingly to parents/legal guardians as well as to supervisors regarding the person they are in charge of. Parents, legal guardians, supervisors or other caretakers shall be liable towards A-ROSA Flussschiff GmbH and remunerate it for losses, damages and delays that occur due to an action or lack of action on the part of the minor under the supervision of the parent, legal guardian, supervisor or other caretaker.

7. Pregnancy

Women in the first trimester of their pregnancy are advised to consult a physician prior to the journey. Starting with the 29th week of pregnancy, pregnant travellers shall submit a confirmation of their fitness to travel by a physician. A-ROSA Flussschiff GmbH shall reserve the right to also have pregnant travellers who don't belong to the above-mentioned group submit a confirmation by a physician. Should A-ROSA Flussschiff GmbH be of the opinion that the safety of the respective traveller is not guaranteed, participation in the travel may be refused.

There shall be no ship's physician who is qualified to deliver children or carry out pre- or postnatal treatment on board the ship.

8. Health

By boarding the ship, the passengers shall declare that they, to the best of their knowledge, don't suffer from any illnesses or physical handicaps that might impair carrying out the journey. A-ROSA Flussschiff GmbH notes that no comprehensive health care treatment can be provided on board. Health care treatment on board the ship shall be limited to first aid. In case of an illness, in individual cases it might take a very long time until the assistance of a physician is available. Therefore, particularly passengers suffering from a chronic disease are advised to have a sufficient amount of their required medication with them when boarding the ship. It shall be the passengers' responsibility to have all their necessary protective vaccinations carried out in time prior to departure.

Should A-ROSA Flussschiff GmbH and/or the ship captain consider a passenger to be, for whatever reason, unfit to travel or represent a risk to the health or safety of other passengers or staff on board, A-ROSA Flussschiff GmbH and/or the ship captain shall be entitled to carry out the following measures at any time, if they seem appropriate:

- i. Refusing the passenger to board or leave the ship at a particular harbour.
- ii. Ordering and implementing the leaving of the ship at a harbour.
- iii. Relocating the passenger from one cabin to another.
- iv. Making the passenger stay in a cabin or at another appropriate place on the ship.
- v. Providing first aid and giving drugs or other substances or checking the passenger into a hospital or a comparable institution at any harbour.

Above-mentioned aspects shall also apply if the passenger, in the opinion of A-ROSA Flussschiff GmbH and/or the ship captain, will not be allowed to go ashore at a harbour or if he/she holds or will hold A-ROSA Flussschiff GmbH liable for his/her sustenance, support or repatriation.

If a passenger is not allowed to board the ship or if he/she is ordered or forced to leave the ship, A-ROSA Flussschiff GmbH shall not assume any liability for losses or expenditures of the passenger resulting thereof and the passenger shall not be entitled to any claim for compensation.

Travellers who require particular assistance and/or have special needs or require particular facilities and devices shall inform the tour operator about this when booking. A-ROSA Flussschiff GmbH shall not be obliged to provide special aid or to meet the special needs unless it or the tour operator confirmed the performance of such services to the passenger in writing.

Passengers who require a wheelchair shall be obliged to bring their own wheelchair of a standard size on board and to be accompanied by a tour escort who is capable to assist them.

Passengers whose handicap or illness might affect their fitness to travel shall submit a confirmation of their fitness to travel by a physician prior to departure.

9. Limitation of liability

a. Limitation of the amount of liability in case of:

Personal damage

Liability on the part of A-ROSA Flussschiff GmbH for death or bodily harm of a passenger shall be limited to an amount of 400,000 units of account per passenger and damaging event in any case. This shall also apply to the capital value of a pension to be paid as compensation. Deviating from this, liability on the part of A-ROSA Flussschiff GmbH shall be limited to an amount of 250,000 units of account per passenger and damaging event if the death or the bodily harm is caused by one of the reasons listed in Section 541 (2) of the Commercial Code.

In case of death or bodily harm of several passengers, in application of a limitation of liability based on the reasons listed in Section 541 (2) of the Commercial Code, instead of an amount of 250,000 units of account per passenger and damaging event, an amount of 340 million units of account per ship and damaging event shall apply, if this amount is lower and if it can be distributed among the aggrieved parties in the relation of the amount of their claims and in the shape of a one-time payment or in the shape of partial payments.

Luggage and delay damages

Liability on the part of A-ROSA Flussschiff GmbH for loss of, damage to or belated handing-out of cabin luggage shall be limited to an amount of 2,250 units of account, unless the luggage in question was transported in or on vehicles. For such luggage and for vehicles a limitation of liability to an amount of 12,700 units of account per vehicle and per transportation shall apply.

Liability on the part of A-ROSA Flussschiff GmbH for loss of, damage to or belated handing-out of all items of luggage other than those mentioned above shall be limited to an amount of 3,375 units of account per passenger and per transportation.

Unless objects of value are concerned that are deposited with A-ROSA Flussschiff GmbH for safe storage, A-ROSA Flussschiff GmbH and the passenger may agree that A-ROSA Flussschiff GmbH doesn't have to reimburse a part of the damage. However, in case of damage to a vehicle, this part may not exceed the amount of 330 units of account and in case of loss of, damage to or belated handing-over of other luggage, it may not exceed the amount of 149 units of account.

Deviating from the provisions of this paragraph, in case of loss of or damage to mobility equipment or other special equipment used by a passenger of reduced mobility, A-ROSA Flussschiff GmbH shall compensate the replacement value of the equipment in question or, if applicable, the costs of repair.

Unless objects of value that are deposited with A-ROSA Flussschiff GmbH for safe storage are concerned, a retained amount at the detriment of the passenger shall apply. In case of damage to a vehicle, a retained amount of 330 units of account and in case of loss of, damage to or belated handing-over of other luggage, an amount of 149 units of account shall apply.

As for the determination of the amount of one unit of account within the meaning of this cipher, the calculation model by the International Monetary Fund mentioned in Section 544 of the Commercial Code shall apply.

b. Limitation of liability in case of other damages

Liability on the part of A-ROSA Flussschiff GmbH shall be limited to premeditation and gross negligence. This limitation of liability shall not apply in case of a damage to body or health or the loss of, damage to or the belated handing-out of luggage items. The limitation of liability regarding damages that don't concern the body or health shall also apply to the agents of A-ROSA Flussschiff GmbH. The assertion of a claim for compensation in form of the lost profit shall be excluded.

c. Moreover, A-ROSA Flussschiff GmbH shall be entitled to refer to the respective nationally or internationally applicable limitations of liability, particularly to the Strasbourg Convention on the Limitation of Liability in Inland Navigation (CLNI).

10. Offers and conduct of third parties

If no particular note is present, A-ROSA Flussschiff GmbH has no direct influence on the conduct of third parties who are not working for A-ROSA Flussschiff GmbH, such as distributors or independent service providers.

If third parties that are independent of A-ROSA Flussschiff GmbH enter into a contractual relationship with passengers or if statutory obligations between these parties are created, claims arising from this shall be asserted directly towards the respective third party.

There shall be no liability on the part of A-ROSA Flussschiff GmbH.

11. Notice of damage

If a passenger entrusts A-ROSA Flussschiff GmbH with luggage for storage, he/she shall notify A-ROSA Flussschiff GmbH on the damage in time so that the damaged luggage may be returned. Pursuant to Section 549 Commercial Code (HGB), the notice shall be deemed in time if it takes place at the following moment in time at the latest:

- in case of externally visible damage of cabin luggage at the time of debarkation of the passenger,
- in case of externally visible damage of such luggage that is not cabin luggage at the moment of it being handed over, and
- in case of damage of luggage not externally visible or in case of it being lost 15 days upon debarkation or handing-out or after the moment when it was supposed to be handed out.

The notice of damage shall be given in writing.

12. Place of jurisdiction

For all conflicts arising out of or in connection to the legal relation of A-ROSA Flussschiff GmbH and the passenger as consumer, the courts of the judicial district Rostock at first instance shall have exclusive jurisdiction.

13. Applicable law

The law of the Federal Republic of Germany shall be exclusively applicable.