

# **General Conditions of Carriage (GCC)**

of Scandlines Deutschland GmbH

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## **1. Scope of application**

1.1 The present general conditions of carriage (referred to hereinbelow as the “**GCC**”) apply to the contract concluded by Scandlines Deutschland GmbH (referred to hereinbelow as “**Scandlines**”) and the passenger, as per the Scandlines ferry ticket, for the carriage of **persons** including their **luggage** (cf. Clause 14), **vehicles** (Clause 11), and **pets** (Clause 13). The present GCC also apply to contracts of carriage between the passenger and Scandlines regarding **combination ferry tickets**, in which services provided by Scandlines are combined with services provided by other shipping lines, respectively other services providers, to form a single service.

1.2 The present GCC shall also apply to persons travelling as part of a **group tour**. Every member of the tour group shall be subject to the rights and obligations stipulated in the contract of carriage and in accordance with the present GCC.

1.3 The present GCC shall also apply in the case of passengers availing themselves of a **combined rail/sea carriage**, with the exception that Scandlines shall not be liable for any damages a passenger may suffer in connection with the rail operation; on this, see also Clause 16.3. of the present GCC.

1.4 Should any provisions of the present conditions of carriage contradict the Scandlines fare terms and conditions, or should they be unlawful, then the fare terms and conditions or the laws shall take precedence. Should any provisions of the present GCC be invalid, the remaining provisions shall continue to be valid and shall continue in force.

## **2. Contract of carriage**

2.1 The contract of carriage shall come about on the basis of the present general conditions of carriage in accordance with the Scandlines fare terms and conditions respectively booked. Scandlines will consider a booking inquiry made by a passenger to constitute a request by same to submit an offer to the passenger for the conclusion of a contract of carriage. The conclusion of a contract for **group travel tours** and any amendment thereof must be made in writing.

**2.2** The respectively agreed **Scandlines fare terms and conditions** have concomitant application; where they include special provisions, they shall take precedence before the present GCC.

**2.3** The passenger has no claim to being carried on the **next crossing** unless this was expressly agreed or unless the passenger is using a ferry ticket for the crossing that, according to the fare terms and conditions, expressly establishes a claim to carriage on the next crossing. Claims pursuant to Regulation (EU) No. 1177/2010 for delay or cancellation shall remain unaffected hereby (cf. Clause 17 of the present GCC).

**2.4** There shall be no claim to be carried by a certain ship / type of ship. Scandlines may perform the carriage and all services appurtenant to the carriage itself, using either ships of its own or charter ships, or by involving other shipping lines whose performance will correspond to that rendered by Scandlines itself. Scandlines is **not under obligation to guard** any luggage, special cargo, or vehicles brought on board, neither during the crossing nor while the ship is at harbor. Scandlines recommends that passengers cover their risks by taking out the corresponding insurance.

### 3. Fare

**3.1** The fare for the individual carriage is based on the **fare bracket** selected on the day the booking is made and on the price that applies, under said fare bracket and on the booking date, for the date of carriage selected.

**3.2** The obligation to pay the fare arises upon conclusion of the contract of carriage, so that the fare is **due and payable immediately**.

**3.3** The prices set out under [www.scandlines.de](http://www.scandlines.de), [www.scandlines.com](http://www.scandlines.com), [www.scandlines.pl](http://www.scandlines.pl), respectively [www.scandlines.nl](http://www.scandlines.nl) apply exclusively to ferry tickets purchased in Germany. The prices for ferry tickets purchased in countries that have not adopted the euro as their currency, such as Denmark or Sweden, may differ from these based on circumstances specific to the market and currency and are determined by the price lists of the local provider in the respective country. It is possible in certain currencies to pay for ferry tickets in a different currency than the national currency; the fare will be converted pursuant to the bank buying rate on the date of the booking.

### 4. Ferry ticket; loss; transferability of tickets

**4.1** Under the contract of carriage, Scandlines shall issue to the passenger a carriage document either in German or in English version prior to departure (this may be a ticket or the booking confirmation) (referred to hereinbelow as "**ferry ticket**"). The passenger – and in the case of travel groups the group leader – shall receive the ferry ticket at departure by purchasing it in the harbor, or at check-in by submitting the booking confirmation. In the case of personalized electronic ferry tickets, there will be a claim to carriage only in those cases in which the passenger has provided satisfactory identification and a valid electronic ferry ticket has been issued in the passenger's name. For all other ferry tickets, a claim to carriage will exist only upon a valid ferry ticket being submitted that is not subject to significant damage.

**4.2. Term of validity:** Ferry tickets will be valid for the term set out on the ferry ticket itself or in the fare terms and conditions respectively agreed. Clause 6.1. shall have concomitant application.

**4.3. Loss:** In the case of non-personalized ferry tickets: **Lost** or mislaid **ferry tickets** will not be replaced. In the case of personalized ferry tickets: Lost or mislaid ferry tickets will be replaced, provided the passenger is able to satisfy Scandlines that the ferry ticket originally has been properly issued and has been paid, and that the ferry ticket has not already been used to obtain carriage or a refund, or has not already been replaced, without this being the result of negligence on the part of Scandlines. The pre-requisite for obtaining a replacement for a lost / mislaid ferry ticket is an undertaking by the passenger to pay the fare for the lost / mislaid ferry ticket retroactively if and to the extent the lost / mislaid ferry ticket should be used to obtain carriage or a refund by someone else. Scandlines does not demand refunds for any losses that Scandlines has caused negligently or intentionally.

**4.4 Transferability of tickets:** In the case of non-personalized ferry tickets: The ferry ticket shall be **transferable** until departure (Sections 793, 807 of the *Bürgerliches Gesetzbuch* (BGB), German Civil Code). In the case of ferry tickets providing for the carriage of **vehicles**, they may be transferred only to such vehicles that are allocatable to the same

Scandlines price category. In the case of special fare brackets (e.g. fares for children or students), the ferry ticket may be transferred only subject to the conditions applying under the special fare bracket, and only to such persons meeting the conditions applying to the special fare bracket. Personalized ferry tickets are not transferable.

## 5. Ferry tickets providing for fixed travel dates; change in booking

5.1. Should Scandlines issue to the passenger, under the contract of carriage, a booking confirmation setting out certain defined travel dates, then these travel dates shall be binding. There shall be no claim to be carried on other crossings. Any claims established by Regulation (EU) No. 1177/2010 for the cases of cancellation and delay shall remain unaffected hereby (cf. Clause 17.).

5.2. Contrary to the stipulations of Clause 5.1., it is possible for a passenger to perform a **change in booking only** subject to the pre-requisites expressly determined in the fare bracket that has been booked in accordance with the fare terms and conditions. This also applies to any changes in booking of additional services (e.g. meals).

## 6. Ferry tickets not providing for fixed travel dates and vouchers

6.1 Bookings that do not provide for fixed travel dates have a term of validity as provided for under Clause 4.2., unless agreed otherwise in the provisions applicable to the fare respectively booked.

6.2 In the case of ferry tickets not providing for fixed travel dates, the return trip must be commenced within **three months** of the outward route unless otherwise agreed in the fare bracket respectively booked pursuant to the fare terms and conditions.

6.3 **Vouchers** shall be valid for three years unless expressly provided for otherwise in the voucher. The period shall commence running at the end of the calendar year in which the voucher was acquired. Following expiry of the period, the voucher shall lapse. Vouchers provided in the context of sweepstakes, lotteries, or contests are governed by the terms of validity defined in the rules of the respective game of luck or contest. Unless otherwise provided for, these vouchers as well shall lapse after three years; the period shall commence running beginning in the year in which the voucher was issued.

## 7. Meals

7.1. Meals served on board that the passenger has already booked online or in the Scandlines Service Center along with the carriage will be included as part of the Scandlines ferry booking. Upon presenting the booking number at check-in in the harbor, a **meal ticket** will be issued for these additional bookings. The voucher will serve as the means of payment for the pre-ordered meal on board and is to be submitted to the staff of the respective restaurant on board.

7.2. The booking confirmation or the ferry ticket alone will not be accepted on board as a means of payment. Meal tickets that have been forgotten or lost will not be reimbursed, nor is it possible to receive the table reserved and the pre-booked meal on board without submitting the valid voucher.

7.3. In order to be able to use the reserved table, passengers are kindly asked to redeem their voucher no later than **fifteen minutes following departure**. Once this period has lapsed, passengers will no longer be entitled to the table reservation. However, the meal ticket will continue to be fully valid for the booked crossing.

7.4. In the event pre-booked meals are not consumed, passengers shall nonetheless be obligated to pay the price payable therefor, less any expenditure saved by Scandlines, if any. Passengers are obligated to inform Scandlines of their intention not to consume the meals booked prior to departure.

## 8. Arrival in time for check-in

8.1 Passengers are to allow sufficient time to check in during the check-in period. The check-in period is binding.

8.2 Passengers traveling **without a vehicle** shall cease to be entitled to carriage and shall continue to be obligated to pay the fare if they do not pass through check-in in due time during the check-in period – this being no later than **fifteen minutes prior to the scheduled departure time in the ports of Puttgarden, Rødby or Gedser**, and **thirty minutes prior to the scheduled departure time in the port of Rostock** – or if they fail to arrive in such good time, in cases in which the ferry arrives later or in which Scandlines is responsible for the delay, that it can be assumed that they will board the ship in due time, assuming normal circumstances are given, and that the uninterrupted operation of the ferry would not be jeopardized by a later admittance of the passengers.

**8.3 Important note:** Passengers accompanied by **guide dogs** or comparable **assistance dogs** (cf. Clause 13.3.) must arrive for embarkation **at least sixty minutes prior to the scheduled departure time**. In all other regards, Clause 9 applies here as well.

**8.4** Passengers traveling **with a vehicle** shall cease to be entitled to carriage by a certain ferry, and shall continue to be obligated to pay the fare, if the vehicle is not made available for loading in the port of departure in the period stipulated by Scandlines prior to the scheduled departure of the ferry (this period being referred to hereinbelow as “**check-in period**”). The check-in period may vary depending on the ferry crossing; the check-in periods have been set out for each ferry crossing in the respectively **applicable schedule**. The loading of vehicles is subject to the pre-requisites of the check-in as well as the border processing and customs clearance having been completed and of no other impediments given in the passenger’s sphere of responsibility preventing the immediate loading of the vehicle.

## **9. Travel documents / Compliance with entry rules**

**9.1.** Passengers are themselves **responsible for ensuring that**, as their own contractual accessory obligation, they have the necessary (travel) documents for themselves, any minors accompanying them, as well as their luggage / vehicles / animals, such documents including specifically valid entry documents pursuant to the applicable entry rules of the country of the destination port, particularly the necessary identification documents and/or visa, and that they do not violate the other regulations on foreign trade, customs, taxes, import, passports, and health, including the import rules regarding pet animals and fresh foodstuffs. Scandlines is entitled but not obligated to check prior to departure whether passengers are complying with the respective entry rules. Should this not be the case, the passengers have to under their own responsibility, and their own costs, procure for the return journey.

**9.2** Scandlines is entitled to refuse to provide carriage services to a passenger who does not submit a complete set of the necessary documents and/or who does not comply with the relevant entry rules.

**9.3** Where a passenger is unable to enter a country in light of his or her lacking the required travel documents / failing to comply with the entry rules, and therefore continues to travel with Scandlines or returns to the port of departure with Scandlines (without the passenger being entitled vis-à-vis Scandlines to continue traveling or to return), then Scandlines shall have a claim, if Scandlines does carry the passenger notwithstanding, to the fares accruing for these additional crossing segments. Where Scandlines is under obligation, pursuant to stipulations of the law, to bear the costs of a traveler’s continued travel or return upon the traveler having been refused entry, or to itself perform the onward carriage or return carriage, then Scandlines shall be entitled vis-à-vis the passenger to claim reimbursement of these costs. Scandlines shall also have a claim to reimbursement in the event of Scandlines being obligated to pay penalties or fines or to lodge them, or to incur any other expenditures as a consequence of a passenger lacking the required travel documents or failing to comply with other rules in place in the destination country.

## **10. Security screening of passengers and their luggage**

Passengers shall be entitled to carriage only if they have declared their willingness to participate in controls initiated by Scandlines of the ferry tickets and identification papers bearing their photographs, and to have their vehicles and luggage located on the premises of the respective ferry port and on the respective ships searched and if they assist with such controls and searches; this includes body searches in the event of specific indications being given that Scandlines may have the right to refuse to provide carriage services to a passenger, or where conduct by the passenger is imminent that is likely to affect safety or that is liable to punishment under criminal law.

Inasmuch as national or international security regulations, including compliance with the ISPF Code (International Ship and Port Facility Security Code) in the event, for example, of an increased hazard level, obligate Scandlines to perform further-reaching controls and measures on the premises of the respective ferry port and/or on the respective ships, the passenger agrees to such controls and measures. In implementing the controls, Scandlines may also avail itself of suitable third parties whom it has separately commissioned. Where a passenger is not willing to subject himself or herself to such controls, any and all claims to carriage and to compensation shall be precluded.

## **11. Carriage of vehicles**

Passengers shall have a claim to carriage with a vehicle only with the vehicle for which they have concluded a valid contract of carriage, which belongs to one of the categories of vehicles for which the fee brackets for the crossing are in force at the time the contract of carriage was concluded, and inasmuch as such vehicle has been officially admitted to be used in **international road traffic**.

## 12. Carriage of unaccompanied children and of unaccompanied youth

**12.1.** The carriage of **unaccompanied children** under the age of 14 years is precluded. The carriage of **unaccompanied youth** between the ages of 14 and 17 years (including 17 years of age) may be performed if, upon the demand of Scandlines, the written consent to such carriage from a legal guardian is submitted and proof is submitted that all other papers / documents required to enter the country of the destination port are available. Scandlines will **not look after** the unaccompanied children / unaccompanied youth.

**12.2** The ship's command or any other Scandlines agent is entitled to check prior to departure, without being obligated to do so, the age, the availability of written consent of a legal guardian, as well as the availability of all other documents that may be required to enter the country of the destination port.

**12.3.** Express reference is made to the provisions of Clauses 9. and 19., which apply in their full scope also to unaccompanied children / unaccompanied youth.

## 13. Carriage of pets / guide dogs / assistance dogs

**13.1** The carriage of animals that are not pets in the customary sense, and of pets traveling without an accompanying person (referred to hereinbelow as "**animal owner**") is precluded. The carriage of pets that do not comply with the entry rules and statutory requirements of the destination country is likewise precluded. The ship's command or its agent is entitled to check prior to departure, without being obligated to do so, whether or not the entry rules are being complied with. The provisions made in Clause 9.2 regarding failed entries and in Clause 19. regarding refusal to provide carriage shall apply *mutatis mutandis*.

**13.2.** Live pets will be carried only in vehicles or in suitable special equipment provided by the passenger (e.g. trailers). As an exception and until revoked by the ship's command or its agent, small animals may be transported in corresponding **carry-on containers** from which they cannot escape, and/or **on a leash**. In any event, it must be ensured that the pets brought on board are constantly being supervised by the animal owner and that they do not represent any nuisance and/or hazard for other passengers and their luggage/vehicles, nor for the crew and the vessel. Any instructions issued in this regard by the ship's command and its agent are to be followed.

**13.3 Guide dogs and comparable assistance dogs** (working dogs, dogs deployed in a psycho-therapeutic context) accompanying disabled passengers are carried at no charge and need not be placed in a transport container on the ferry. The carriage on the ferry, and the offer to do so free of charge, are premised on proof being submitted of the dogs being medically required. Passengers wishing to travel with an assistance dog must inform Scandlines in advance by telephone. The provisions of Regulation (EC) 1177/2010 apply. **These passengers must check in at least sixty minutes prior to the scheduled departure time.**

**13.4** Muzzles are obligatory for dogs (except for guide dogs and comparable assistance dogs) on the ferry, unless they are being transported in a vehicle, in a carry-on container or – to the extent available – in dog kennels made available by Scandlines if this is **required** by the applicable stipulations of the law. Should stricter regulations apply in the country of the port of departure or the destination port as concerns the obligation for dogs to wear muzzles, the animal owner is to correspondingly comply with these regulations at departure, respectively in entering that country.

**13.5** Pets are not allowed to be **brought into the restaurant** unless this has been permitted by the ship's command or its agent; this prohibition does not apply to guide dogs or assistance dogs.

**13.6** Where an animal owner repeatedly violates the above conditions of carriage for animals on board the ferry, in spite of being warned, and in particular fails to keep a dog on a leash or to have a dog wear a muzzle, the ship's command or its agent is entitled, without being obligated to do so, to take the animal into its custody and to return it to the animal owner only upon the latter disembarking from the ferry, and/or to have the animal and the animal owner disembark at the next port (also at a port not scheduled as a port of call). Scandlines shall invoice the animal owner for taking custody of the animal and for having the animal and its owner disembark at a port (also at a port not scheduled as a port of call) for a **cost allowance in the amount of EUR 50.00**. Scandlines reserves the right to charge significantly higher expenditures or to assert significantly higher damages. The animal owner is free to prove that Scandlines did not incur any expenditures or suffer any damages at all, or that the expenditures or damages were significantly lower.

**13.7** The animal owner shall be liable for any soiling of the ferry and its installations caused by the animal, for damages caused to the ferry and its installations, and for damage caused to other passengers in accordance with the stipulations of the law. Any soiling of a lesser degree may be removed by the animal owner himself or herself, provided this is done promptly; where the animal owner fails to remove the soiling promptly and/or fails to do so properly, Scandlines shall

invoice the animal owner for the **cleaning costs**, with the minimum charge being **EUR 30.00**. The animal owner is free to prove that Scandlines did not incur any expenditures or suffer any damages at all, or that the expenditures or damages were significantly lower.

#### 14. Carriage of luggage and special cargo

**14.1** Hand luggage and customary luggage that passengers keep in or on a vehicle, or that is otherwise in their possession, their custody, and control will be carried without a separate fee being charged (referred to hereinbelow as "**luggage**"). Scandlines recommends that luggage be marked with passengers' **contact information**. The carriage of luggage and/or special cargo that is not accompanied by an accompanying person (referred to hereinbelow as "**party in possession**") is precluded.

**14.2** The carriage of luggage and/or special cargo, including firearms and ammunition, which **is in violation** of the **laws** or regulations of Germany or of the port of departure or port of destination is precluded.

**14.3** No larger items of luggage, bulky goods, or freight of any kind will be carried unless Scandlines has agreed to so carrying this cargo in writing (referred to hereinbelow as "**special cargo**").

**14.4 Corpses** will be carried only in vehicles and only if both the provisions of the country of the departure port and of the country of the destination port regarding the carriage of corpses, and the provisions of the International Agreement on the Transfer of Corpses of February 10<sup>th</sup>, 1937, are complied with.

**14.5** There will be a claim to the carriage of **firearms and/or ammunition** only if, in due time prior to departure, the ship's command has been notified of them and only if, and insofar as, the ship's command or the staff it has correspondingly instructed as agent **expressly consent** at departure to the carriage of the firearms and/or ammunition. Such consent may be made dependent on the party in possession handing over the firearms and/or ammunition to the ship's command for the latter to keep in custody. Scandlines shall bear the costs resulting as a consequence. Should firearms and/or ammunition be brought on board without the obligation to give notice being complied with, or without the consent of the ship's command or the staff it has instructed as agent for this purpose, the ship's command may take them into custody and/or disembark them at any time and at any location whatsoever, destroy them, or otherwise render them harmless. The further rights enjoyed by the ship's command (cf. Clauses 10 and 19 of the present GCC) and the provisions of the law shall remain unaffected hereby. Scandlines shall invoice the party in possession for costs in the amount of EUR 50.00 for keeping in custody firearms and/or ammunition regarding which no notice has been given, unless the expenditures incurred or the damages arising are higher. The party in possession is free to prove that Scandlines did not incur any expenditures or suffer any damages at all, or that the expenditures or damages were significantly lower.

**14.6.** The passenger shall be liable vis-à-vis Scandlines and other travelers for damages suffered by Scandlines and/or other travelers from the objects brought on board by the passenger, including luggage and special cargo, such liability to be governed by the statutory provisions.

**14.7** Scandlines, the ship's command or other agents of Scandlines have the right to inspect the luggage and the special cargo on a random sample basis.

**14.8** Scandlines may take into custody any luggage and/or special cargo that is left on board and is found by Scandlines, doing so against reimbursement of its expenditures, and may transfer it to the respective ship's port of registry. Scandlines is entitled to search the luggage and/or the special cargo and/or to deposit same with third parties. Scandlines will give notice of its having found the luggage and/or the special cargo and of its keeping it in custody, sending such notice to the address provided on the identification markings of the luggage/special cargo. Scandlines, respectively the third party with whom the special cargo was lodged, shall be liable in this regard only for gross negligence and intent of its legal representatives, employees, or the persons it employs in the performance of its obligations. Passengers may assert their claims regarding the luggage/special cargo they have left behind in writing, submitting proof of their being entitled to so assert claims, and must do so within a preclusive time limit of three months following their arrival in the port of destination. Following expiry of said period, Scandlines may deal with the luggage or the special cargo at its discretion.

#### 15. Conduct on board; authority of command

**15.1.** During the carriage, passengers are to conduct themselves as is required by the safety and good order of the ferry operations, their own safety, and the consideration to be taken of other passengers. The **captain has the highest authority of command** and is responsible for taking decisions on board the ship that concern the nautical safety of ships and serve to avert danger. Passengers are to follow the instructions issued by the ship's command and its agent. Should the obligations regarding conduct be violated, Scandlines shall be entitled to take the measures necessary to prevent such conduct, including the arrest of a passenger on the order of the captain or the captain's agent until the ship reaches the

next port (also a port other than a port of call). This shall also apply inasmuch as this serves the safety or protection of the arrested passengers themselves or of other passengers, taking account of the need to ensure the proper carriage at sea. Scandlines may refuse to continue carrying a passenger and may file charges under criminal law for his or her conduct on board.

**15.2.** Imbibing of alcoholic beverages brought on board the ship is prohibited.

## **16. Liability**

### **16.1. General**

**16.1.1** In no event shall the liability of Scandlines exceed the amount of the damage that has been proven. Should the party suffering damages have contributed to same by his or her fault or neglect, the provisions of applicable law shall apply regarding the preclusion of the obligation to compensate for damages, and the reduction of such compensation, in the event of contributory fault or neglect of the party suffering damages.

**16.1.2** Scandlines shall be liable for indirect or consequential damages only if Scandlines has caused such damages by gross negligence or intent. Claims asserted due to vacation time having been lost are precluded. The provisions of **Regulation (EC) 392/2009** shall remain unaffected hereby.

**16.1.3** None of the present conditions of carriage provides for a waiver by Scandlines or its performing carrier, or by servants or agents acting on their behalf, of applicable exclusions or limitations of liability pursuant to **Regulation (EC) 392/2009** or applicable law, unless expressly provided for otherwise.

**16.1.4** Scandlines shall not be liable for damages resulting from the compliance with state regulations, respectively by passengers' failure to comply with them.

**16.1.5** The preclusion and the limitation of liability on the part of Scandlines shall correspondingly apply to the benefit of Scandlines' servants or agents, as well as Scandlines' legal representatives, employees, or the persons employed in the performance of Scandlines' obligations.

### **16.2. Liability in the event of personal injury and/or property damages; deductible**

**16.2.1** Scandlines shall be liable for damages arising in the context of the carriage at sea resulting from the death of or personal injury to a passenger, as well as from the loss of or damage to luggage, including vehicles of the passenger, in accordance with the provisions of **Regulation (EC) 392/2009**, with its limitations of liability having concomitant application, subject to the following proviso: Should a vehicle be damaged, the liability of Scandlines shall be **subject to a deductible** of 330 units of account, and in the event of loss of or damage to other luggage, the liability of Scandlines shall be subject to a deductible of 149 units of account. These amounts shall be deducted from the loss or damage. The limitations of liability shall not apply should it be proven that the damage resulted from an act or omission of Scandlines done with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result. Any servant or agent acting on behalf of Scandlines or the performing carrier shall lose its claim to having its liability restricted if it is proven that the damage resulted from an act or omission of the corresponding party done with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result.

**16.2.2** In cases of the carriage at sea of travelers that are not covered by the scope of application of Regulation (EC) 392/2009, where such cases do not concern the loss of life, limb, or health, do not concern any essential obligations relevant to the performance of the contract of carriage, and are not based on intention or gross negligence on the part of Scandlines, its legal representatives, employees, or the persons it employs in the performance of its obligations, the liability of Scandlines shall be limited in terms of its amount, to the compensation of the foreseeable damage typical for the contract in question.

**16.3** In the context of **combined rail/sea transport**, exclusively the provisions of the Convention concerning International Carriage by Rail / International Convention for the Transportation of Passengers (COTIF/CIV) shall apply as regards the liability vis-à-vis passengers for personal injury and/or property damages that a passenger may suffer by accident in connection with the rail operation while being in the rail car, while boarding the rail car, or while leaving the rail car (Article 33 Section 2 of the CIV).

## **17. Claims in the event of delays and in the event of cancellations of passages**

**17.1** In the event of unfavorable sea conditions and inclement weather such as extremely high or low water levels; storms; build-up of ice, or risk of ice building up, in (departure or destination) ports and on sea crossings; unavailability of (departure or destination) ports and sea crossings for any other reasons, sovereign measures, risks of disease, threatened terrorist attacks, or the cancellation of ships for reasons for which Scandlines is not responsible, Scandlines shall be entitled to **cancel crossings**.

**17.2** The arrival times and departure times set out in the timetable published by Scandlines are experience-based and, in light of the imponderabilities given in shipping, cannot be guaranteed; they do not form part of the contract of carriage. Scandlines is pursuing its best efforts to avoid delays or cancellations; nonetheless, arrival times and departure times may be subject to change without notice, e.g. in the event of unfavorable sea conditions or inclement weather. Passengers will not be entitled to demand compensation of any damages in the event of changes to such arrival times and departure times for which Scandlines is not responsible.

**17.3** Passengers shall be entitled to **passenger claims** for delay / cancellation in accordance with the pre-requisites set out in Regulation (EU) 1177/2010. In the event of a departure being cancelled or delayed and this necessitating a stay of one or several nights or a stay additional to that intended by the passenger, within the meaning of Regulation (EU) 1177/2010, the total costs of accommodating a passenger ashore – not including the costs of transport to and from the port terminal and place of accommodation – shall be **limited to EUR 80.00** per passenger and night, and shall be borne for a **maximum of three nights** (Article 17 paragraph 2 of Regulation (EU) 1177/2010).

**17.4** In the case of claims pursuant to Article 19 of Regulation (EU) 1177/2010, Scandlines shall not make any payments of compensation of **less than EUR 6.00** (Article 19 paragraph 6, second sentence, of Regulation (EU) 1177/2010).

## **18. Cancellation by passengers / refund**

**18.1** Should a passenger cancel a carriage or fail to appear, Scandlines shall be entitled to demand payment of the fare – less the expenditures saved or / and less what Scandlines will acquire by pursuing its efforts otherwise. Deviating provisions may be set out in individual fare brackets in accordance with the respective product and fare terms and conditions. Inasmuch as they set out particular provisions, they shall take precedence before this Clause 18.1.

**18.2** Where a **travel agent** has brokered the contract of carriage between Scandlines and the passenger, then in the event of a passenger cancelling the carriage, the passenger is to assert his or her **claim to repayment** vis-à-vis the travel agent, who will then settle such claim with Scandlines. Should this result, in an individual case, in the settlement becoming unreasonably difficult for the passenger, then the passenger may assert his or her claim directly and **in writing** vis-à-vis Scandlines.

**18.3.** Reimbursements of ferry tickets acquired using “points” under a Scandlines customer bonus program will be made only subject to the pre-requisites of the membership terms of such customer bonus program.

**18.4.** Reimbursements of ferry tickets paid for by credit card will be effected only by crediting an amount to the credit card account specified in making payment, and in the currency in which such payment was made. The amount credited to the credit card account may deviate from the amount reimbursed as a consequence of currency conversions and of the fees charged by the credit card company. These deviations do not give rise to any claim to refund vis-à-vis Scandlines.

**18.5.** In all other cases, reimbursements shall be transferred by wire transfer to a bank account. A disbursement in cash at check-in or in the Service Center is precluded.

**18.6.** Scandlines may refuse to refund passengers whose application is filed later than six months following expiry of the ticket's term of validity.

**18.7.** Scandlines reserves the right to refuse to refund a ferry ticket that a passenger has presented to the authorities of a country by way of proving his or her intention to leave the country again, unless the passenger proves to Scandlines that he or she is entitled to remain in the country, or that he or she will leave the country with a different transport enterprise.

## **19. No carriage by Scandlines**

**19.1** Scandlines **may refuse** to carry a passenger or to continue carrying a passenger who

**19.1.1** Does not comply with the **provisions** and regulations applicable for **entry** of the destination country (including the entry rules for **animals** accompanying the passenger), see Clauses 12 and 15 of the present GCC;

**19.1.2** Is not fit to travel due to a general or contagious illness, infirmity, or for other reasons, and/or who jeopardizes the **health or safety of the other passengers** to a greater than negligible degree;



**19.1.3** Is dependent on being **accompanied** but is traveling without a companion, see Clause 14 of the present GCC;

**19.1.4** Has not yet paid the **fare** for the respective crossing at the time of departure, or has not made full payment, and who fails to immediately pay the remaining amount still outstanding; the rights under Section 323 of the *Bürgerliches Gesetzbuch* (BGB, German Civil Code) shall remain unaffected hereby; on the provisions for payments becoming due, see Clause 3.2. of the present GCC;

**19.1.5.** Has provided **false or incomplete information** on the characteristics of the vehicle category and type of vehicle that the passenger is bringing on board, meaning that the vehicle has been inaccurately classified in a lower fare bracket according to the underlying Scandlines price list, see Clause 13 of the present GCC;

**19.1.6.** Has provided **false or incomplete information** on the dimensions, weight, and scope of **special cargo**, on which information, *inter alia*, Scandlines had based its consent to carry such special cargo, see Clause 16 of the present GCC;

**19.1.7.** Jeopardizes, to a greater than negligible degree, the safety of other passengers by persistently **failing to comply with the rules** governing the carriage of animals, luggage, and/or special cargo and/or by repeatedly failing to comply with the instructions issued by the ship's command or any other agent of Scandlines, see Clause 11 of the present GCC;

**19.1.8.** Refuses to allow the implementation of security measures / search measures / **controls** required by the law or by the authorities, be this on the premises of the respective ferry port or on the respective ship.

**19.1.9.** Scandlines may refuse to carry a passenger for other reasons given in the person of the **passenger** or in his or her **conduct** (e.g. considerable inebriation, riotous behavior) or in the luggage he or she is bringing on board, in particular if the carriage would jeopardize the undisrupted operation of the ferry (cf. Clause 10 of the present GCC), or if

**19.1.10.** False information was provided in applying for the conclusion of a contract of carriage, particularly concerning the age of an **unaccompanied child or unaccompanied youth** and the decision taken by Scandlines to carry the passenger at the terms and conditions agreed was based, *inter alia*, on this information (cf. Clause 12 of the present GCC), or if the passenger

**19.1.11.** Was previously notified by Scandlines prior to booking the carriage, according to the due assessment by Scandlines of the circumstances and in its discretion, that from this time onwards, Scandlines will no longer carry the passenger because, in **earlier cases of carriage**, the passenger has already **violated** the stipulations of the Clauses cited, in particular Clause 19.1.9, and that Scandlines therefore **cannot reasonably be expected** to provide carriage services to this passenger.

**19.2.** Where Scandlines refuses to **carry** a passenger, or to **continue carrying** a passenger, for the reasons cited above, the ship's command or any other Scandlines agent may **disembark** the passenger, at the latter's costs, in the **next port** (which need not be a port of call) (Clause 18.1 shall apply *mutatis mutandis*).

**19.3.** Any other statutory claims to compensation of expenditures given on the part of Scandlines – in particular, without limitation, the claims under Clauses 9 (entry rules), 13 (pets), and 14 (luggage) of the present GCC – shall remain unaffected hereby.

## **20. Prescription**

**20.1.** The entirety of all claims of a passenger vis-à-vis Scandlines for death or physical injury of a passenger, or for the loss of or damage to luggage, pursuant to Regulation (EC) No. 392/2009 shall become statute-barred pursuant to Article 16 of said Regulation.

**20.2.** All other claims to compensation a passenger may have, to the exception of claims arising from the loss of life, limb or health or resulting from the intentional or grossly negligent dereliction by Scandlines of its duties, shall become statute-barred **after one year**, beginning on the last day of the year in which the claim arose and in which the passenger became aware of the circumstances giving rise to the claim and the person of the debtor, or should have become aware without gross negligence being involved.

## **21. Applicable law; place of jurisdiction; miscellaneous**

**21.1.** Exclusively **German law** shall apply to the contractual relationship in place between the passenger and Scandlines.

**21.2.** For all actions brought by or against merchants within the meaning of the *Handelsgesetzbuch* (HGB, German Commercial Code) or by legal entities under public or private law or by persons who do **not** have their residence or their

usual place of abode in Germany or in some other Member State of the European Union, or whose residence or usual place of abode is unknown at the time the action is brought, the proper courts of law at the registered seat of Scandlines in Hamburg are agreed as the courts of decision in the first instance.

### **21.3. Information regarding complaints**

Should you have cause to criticize us, or should you not be satisfied with a Scandlines product, respectively the services provided by Scandlines, please contact us in writing via email under the following address: [customerservice.germany@scandlines.com](mailto:customerservice.germany@scandlines.com). In your correspondence, please provide the exact reason for why you are dissatisfied, along with information as to the place and time, and also include the booking number (if any).

The European Commission provides a platform for the online resolution of disputes (ODR), which is available at <http://ec.europa.eu/consumers/odr/>.

Scandlines is not obligated, nor is Scandlines willing, to participate in dispute resolution proceedings before a consumer conciliation body.

**21.4.** The headings in the present GCC have been included exclusively for ease of reference and are not relevant for their interpretation.

Hamburg, 01/04/2020

## **Information provided to passengers regarding their rights at sea pursuant to Regulation (EC) No. 392/2009**

**Important note:** Scandlines is under obligation pursuant to Article 7 of Regulation (EC) No. 392/2009 to provide passengers with the following information on departure. Said Regulation provides for the carrier's liability for passengers, their luggage, and their vehicles.

The Regulation applies to any case of international carriage (i.e. any carriage in which, according to the contract of carriage, the place of departure and the place of destination are situated in two different States, or in a single State if, according to the contract of carriage or the scheduled itinerary, there is an intermediate port of call in another State) and to any carriage at sea within a single Member State, if

- The ship is flying the flag of or is registered in a Member State;
- The contract of carriage has been made in a Member State; or
- The place of departure or destination, according to the contract of carriage, is in a Member State.

### **Claims of passengers in the event of death or personal injury**

For the loss suffered as a result of the death of or personal injury to a passenger caused by a shipping incident, the carrier shall be liable to the extent that such loss in respect of that passenger does not exceed 250,000 units of account, unless the carrier proves that the incident resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character, or was wholly caused by an act or omission done with the intent to cause the incident by a third party. If and to the extent that the loss exceeds the above limit, the carrier shall be further liable unless the carrier proves that the incident which caused the loss occurred without the fault or neglect of the carrier.

For the loss suffered as a result of the death of or personal injury to a passenger not caused by a shipping incident, the carrier shall be liable if the incident which caused the loss was due to the fault or neglect of the carrier. The burden of proving fault or neglect shall lie with the claimant.

The liability of the carrier for the death of or personal injury to a passenger shall in no case exceed 400,000 units of account per passenger and incident.

### **Advance payments**

Where the death of, or personal injury to, a passenger is caused by a shipping incident, the carrier shall make an advance payment sufficient to cover immediate economic needs on a basis proportionate to the damage suffered within fifteen days of the identification of the person entitled to damages. In the event of the death, the payment shall not be less than EUR 21,000. The advance payment shall not constitute recognition of liability.

Should the person who received the advance payment not be entitled to damages, or should the incident causing the damage have occurred as the consequence of an act of war or of a natural disaster, or should it have been caused by radioactive contamination, chemical, biological, bio-chemical, or electromagnetic weapons or by a cyber attack, the carrier shall be refunded for the advance payment. Should the death of or personal injury to a passenger have been caused or contributed to by the fault or neglect of the passenger, the carrier shall be refunded for the advance payment as a whole or in part.

### **Delays in the carriage of luggage / loss or damage of luggage or vehicles: hand luggage**

For the loss suffered as a result of the loss of or damage to hand luggage, the carrier shall be liable only if the incident which caused the loss was due to the fault or neglect of the carrier; the fault or neglect of the carrier shall be presumed for loss caused by a shipping incident. This presumption may be disproved by the carrier. The liability of the carrier for the loss of or damage to hand luggage shall in no case exceed 2,250 units of account per passenger, per carriage.

For the loss suffered as a result of the loss of or damage to luggage other than hand luggage, the carrier shall be liable unless the carrier proves that the incident which caused the loss occurred without the fault or neglect of the carrier. The liability of the carrier for the loss of or damage to luggage other than hand luggage shall in no case exceed 3,375 units of account per passenger, per carriage.

The liability of the carrier for the loss of or damage to vehicles including all luggage carried in or on the vehicle shall in no case exceed 12,700 units of account per vehicle, per carriage.

The carrier shall not be liable for the loss of or damage to monies, negotiable securities, gold, silverware, jewellery, ornaments, works of art, or other valuables, except where such valuables have been deposited with the carrier for the agreed purpose of safe-keeping.

The carrier and the passenger may agree that the liability of the carrier shall be subject to a deductible not exceeding 330 units of account in the case of damage to a vehicle and not exceeding 149 units of account per passenger in the case of loss of or damage to other luggage, such sum to be deducted from the loss or damage.

### **Notices regarding luggage**

In the case of damages to luggage, its loss or destruction or its delayed delivery, the passenger is to notify the carrier in writing. In the case of apparent damage to hand luggage, such notice must be given before or at the time of disembarkation of the passenger; in the case of all other luggage, such notice must be given before or at the time of its re-delivery. In the case of damage to luggage which is not apparent, or loss of luggage, notice must be given within fifteen days from the date of disembarkation or re-delivery or from the time when such re-delivery should have taken place. The notice in writing need not be given if the condition of the luggage has at the time of its receipt been the subject of joint survey or inspection.

If the passenger fails to comply with these deadlines, he or she shall be presumed to have received the luggage undamaged.

### **Contributory fault**

If the carrier proves that the death of or personal injury to a passenger or the loss of or damage to his or her luggage was caused or contributed to by the fault or neglect of the passenger, the court seized of the case may exonerate the carrier wholly or partly from its liability in accordance with the provisions of the law of that court.

### **Assertion of claims vis-à-vis insurers**

Any claim for compensation covered by insurance or other financial security may be brought directly against the insurer or other person providing other financial security, up to a maximum amount of 250,000 units of account in respect of each passenger on each distinct occasion.

### **Limitation period**

Any action for damages arising out of the death of or personal injury to a passenger or for the loss of or damage to luggage shall be time-barred after a period of two years. In this context, the commencement of the limitation period may vary depending on the nature of the claim involved.