

General Terms and Conditions of Transport

Passengers

TT-Line GmbH & Co. KG (hereafter referred to as "TT-Line") provides its transportation services regarding the transportation of individuals, individuals with cars, any other kind of vehicles and luggage solely under the following general terms and conditions. These general terms and conditions do not apply to package travel arrangements in the sense of sec. 651 a BGB (German civilcode, e.g. in case a stay at an hotel is included in the arrangement provided by TT-Line). Such arrangements will be marked accordingly. Rates for passengers are not valid for commercial use. These can be booked by customers only. These general terms and conditions do not apply to groups travelling together. Please refer to our special terms and conditions for groups.

1. Entering into an agreement By submitting its enrollment to TT-Line, the passenger offers TT-Line and binds himself to enter into an agreement regarding the transportation of the passenger and any other person and/or object named by him in the enrollment (hereafter referred to as "Enrollment"). An agreement is entered into and becomes effective with TT-Lines' acceptance of the passengers' offer as stated in the Enrollment (hereafter referred to as "Agreement"). This acceptance does not require any form. These general terms and conditions become part of the Agreement. An Enrollment can be placed orally, by phone, e-mail, online reservation system or by mail / in writing. TT-Line kindly asks to carefully check the correct spelling of any named passengers' or other persons' name. Names –including given names – have to match the names and spelling of those found in the passengers' or other persons' passport and/or ID -card. Disabled passengers should inform TT-Line about their handicap within the Enrollment. In case such information is not provided duly, TT-Line is unable to secure a proper transportation.

2. Due date of fare

In absence of any deviating agreement among the parties, fare is due immediately (hereafter referred to as "Due Date"). In case the passenger does not provide full payment of the amount due on the Due Date, TT -Line is authorized to withdraw the Agreement after reminding the passenger without effect. In case of a withdrawal TT-Line is authorized to charge the costs defined in sec. 7 to the passenger.

3. Terms for Travelling

a. General The passenger is responsible for the fulfillment of any law and other legal requirement applicable to his journey, especially for the fulfillment of any customs regulations and tax-requirement as well as immigration laws applicable to him, his luggage and vehicle. All requirements must be met also on the date of his return (if applicable). The passenger has to bear all costs and other disadvantages resulting from any violation of any of the afore named legal requirements. This does not apply if the violation is a direct result of a misinformation by TT-Line. Passengers and passengers with cars have to be checked-in at the times stated in the itinerary and the vehicle has to be ready for loading at that time. In case of a delayed checkin or if the vehicle is not ready timely, the passenger is not entitled for transportation despite of any booking confirmed. During the crossing it is not allowed to enter the decks for the vehicles.

b. Technical rules for vehicles Vehicles must meet the following requirements without exception: maximum length: 14 meters, maximum width: 2,55 meters, maximum weight: vehicles from Germany: 7,500 kilograms, vehicles from Sweden and Poland: 3,500 kilograms.

c. Pets / Animals In case the passenger travels with a pet or animal, he is obliged to inform TT-Line about this within the Enrollment. The passenger has to carry any documentation regarding the pet / animal, which is required by law in any country that is travelled to throughout his journey. Any legal requirements regarding the importing of pets or animals have to be met. In case the passenger is unable to present the documents needed on request or does not meet the legal requirements for importing pets or animals, TT-Line is entitled to deny the transportation of the pet/animal. The passenger is responsible for any damage or pollution caused by the pet/animal.

4. Transportation of unaccompanied children TT-Line will not carry unaccompanied children under the age of 14 years. Unaccompanied children in the age between 14 and 17 years (including both) are required to have a written permission by the parents or legal guardians, which has to be presented to TT-Line on request.

5. Luggage and dangerous goods Luggage of average size and content will be transported without extra charge. Luggage carried within or on top of a vehicles transported together with the passenger is free of charge, as far as any regulations for the transportation of goods regarding the vehicle are met. For the transportation of any other luggage or goods the cargo fares apply. Explosive, dangerous or inflammable goods are excluded from transportation. This does not apply to fuel stored in the transported vehicle's tank. Other goods not suitable for

transportation or goods that have a smell, which could bother other passengers, are excluded from transportation as well. The passenger is liable to TT-Line and other passengers to the extent stated by law for any damages caused by any goods carried by the passenger

6. Change of fare After the Agreement became effective changes to the fare are only permitted, if there is an increase in transportation costs – especially in the costs for fuel – an increase in costs for special services such as harbor dues or an alteration of the exchange rates with effect to the journey. Changes to the fare are calculated as follows: In case of an increase of costs of transportation – in comparison to the time and date the Agreement became effective – TT-Line is entitled to increase the fare based on the following calculation.

a) In case of an increase of costs per passenger or per cabin bed, TT-Line is entitled to charge the passenger with this amount.

b) In case of an increase of costs per vessel, these additional costs are divided by the capacity of passengers of the vessel, which was agreed to for the passenger's journey. TT-Line is entitled to charge the passenger with the resulting amount. If fees – such as harbor dues – are increased, the fare can be increased by the share of these fees allotted to the fare. In case of an alteration of the exchange rates – in comparison to the time and date the Agreement became effective – TT-Line is entitled to charge the passenger with the increase in costs for the journey caused by this alteration. An increase of the fare is permissible only if the Agreement became effective more than 4 months prior to the transportation date. In case of an alteration of fare the passenger is informed immediately. This includes detailed information on the calculation of the new fare. An increase of the fare is admissible until 21 days prior to the transportation date. Past this date an increase of the fare is not admitted. In case of an increase to the fare of more than 10% the passenger is entitled to resign from the Agreement without being charged any fees. Alternatively the passenger may ask for a comparable transportation provided by TT-Line, assumed that TT-Line is capable of offering such transportation. The passenger is obliged to assert his claim without delay immediately post to the reception of the information on the increase of the fare.

7. Rescission by the passenger/rebooking

7.1 Rescission The passenger is entitled to resign from the Agreement at any time prior to the transportation date. For reasons of proof the statement should be made in writing. The date of the rescission is the date on which the statement reaches TT-Line. A no-show is treated as a rescission. In case the passenger resigns from the Agreement or is no-show, TT-Line is entitled to claim compensation for its preparations made regarding the passenger's journey. In calculation of the lump-sum for the costs of passengers rescissions TT-Line considered an average of saved costs and common possibilities of a resale of the transportation, booked by the passenger. The passenger is entitled to proof, that TT-Line suffered no loss or a loss lower than the lump-sum. The lump-sum of the costs of passengers rescission claimed by TT-Line is:

• **conditions for a Flex-Ticket:** The following lump-sums are charged in case of rescission

• between 30 to 15 days prior to transportation date: 10%,

• between 14 and 4 days prior to transportation date: 30%,

• beginning 3 days prior to transportation date: 50%,

• on the transportation date or in case of no-show: 80% of the fare, at least € 15,- /SE K 150:-. If a Flex-Ticket was booked by rebooking a Smart-Ticket in accordance with sec. 7.2, conditions for a Flex-Ticket apply, but at least the amount paid for the Smart-Ticket is claimed as lump-sum for costs of rescission.

• **conditions for any other transportation (without vehicle, bike, motorcycle, trike, etc.):** The following lump-sums are charged in case of rescission:

• between 30 to 15 days prior to transportation date: 10%,

• between 14 and 4 days prior to transportation date: 30%,

• beginning 3 days prior to transportation date: 50%,

• on the transportation date or in case of no-show: 80% of the fare, at least € 15,- /SE K 150:-.

• **conditions for Smart-Ticket:**

In case of a rescission of the passenger – without regard to the date of rescission – no refund will be made. In case TT-Line offers special fares, deviating conditions for lump-sums of costs for rescission may apply. The passenger will be informed accordingly prior to booking.

7.2 Rebooking Flex-Tickets may be rebooked at any time prior to transportation date to another transportation date within 12 month after the originally booked transportation date – provided that transportation is available. Changes in fare are calculated in accordance with the tariff in effect on the date of the rebooking. There are no additional fees for rebooking. Beginning 30 days prior to transportation date rebooking a Flex-Ticket to a Smart-Ticket is no longer admitted. Smart-Tickets may be rebooked at any time prior to transportation date to another transportation date within 12 month after the originally booked transportation date – provided that transportation is available. Changes in fare are calculated in accordance with the tariff in effect on the date of the rebooking. An additional fee of € 40,- / SEK 400:- for the rebooking is charged to the passenger for each rebooking. Rebooking to a package travel is not admitted. In case of rebooking a Smart-Ticket to a Flex-Ticket and a following rescission, lump-sum costs for rescission according to the conditions for Flex-Tickets apply, but not less than the lump-sum costs for rescission of the originally booked Smart-Ticket.

8. Rescission and Termination by TT-Line TT-Line is entitled to resign from the Agreement or to terminate the Agreement prior to as well as while the transportation for the following reasons:

1. in case the passenger – according to the duly executed discretion of the captain –

- is or becomes unable to complete the journey because of illness, age or any other reason,
- could threaten the safety or health of any other passenger,
- provided wrong, unclear or incomplete information in the Enrollment (e.g. regarding the number and age of the persons to be transported; regarding the pets or animals to be transported; regarding the goods to be transported) which are substantial to the Agreement and its conditions and on which TT-Line's decision to enter into the Agreement with the passenger is based,
- disturbs the execution of the transportation – although he was requested to stop his disturbing behavior,
- or violates the Agreement to an extent that justifies an immediate termination of the Agreement. In such cases the passenger is not entitled to claim reimbursement of the fare. The amount resulting from saved costs and the amount gained other reuse of the services booked but not used by the passenger will be reimbursed. In case of a termination for good reason, TT-Line is entitled to de-board the passenger within the next harbor and claim compensation for the resulting costs.

2. in case the execution of the journey is threatened, compromised or made difficult / impossible by any unforeseeable und extraordinary reason (e.g. fire, failure of docks, bad weather or sea conditions, radioactive contaminations, acts of authorities, uproar, strike, epidemics or general average). The same applies in case that measures have to be taken to save human lives. In these cases, the fare paid is reimbursed to the passenger. Claims obligatory by law beyond the named reimbursement are not affected.

9. Changes to routing and services Deviations from the transportation Agreement regarding essential services and essential changes to such services, that become necessary post to the effectiveness of the Agreement and which are not caused by TT-Line against good faith are admitted, as long as the changes are not substantial and there is no substantial effect on the journey. TT-Line will inform the passenger about any substantial change to its services as soon as TT-Line is aware of the reasons for the change. In case of a substantial change to a substantial service, the passenger is entitled to resign from the Agreement immediately without being charged any fees. A definite route for the journey is not warranted. The captain of the ship is solely entitled to decide about any change in route or travelling time required by e.g. security reasons, weather conditions, administrative act.

10. Obligations to co-operate and duty of disclosure The passenger is obliged to co-operate to the extent required by law to avoid or reduce possible damages as far as possible in case of default. The passenger is obliged to inform TT-Line in writing about any damage to and/or loss of his clothing, luggage or vehicle without delay – at least at the time of disembarkation or handing over. A written notice is obsolete if the damage to the clothing, luggage or vehicle is determined by both parties at the time of the hand-over of the good. If the damage is not determinable by outer inspection, it is sufficient to give notice to TT-Line, Zum Hafenplatz 1, D-23570 Lübeck-Travemünde or to TT-Line AB, Box 94, SE -231 22 Trelleborg within 15 days from disembarkation. In case notice is not given timely, it is assumed that the luggage, clothing and vehicle of the passenger was complete and without damage at the time of disembarkation. The passenger agrees to the performance of security checks including personal search and search of his luggage by TT-Line or third parties put in charge by TT-Line in case and as far as TT-Line or the third party put in charge are obliged to perform such searches by national or international laws, especially the ISPS Code. Any further claims are reserved.

11. Liability of TT-Line

11.1 Limitations of liability by law The liability of TT-Line as a carrier for damages in case of death or damage to persons, their life and health and for damages to vehicles, pets/animals, luggage or other goods is governed by the Regulation EG 392/2009 and the consolidated version of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974 and the Protocol of 2002 to the Convention. In case of damages to vehicles TT-Line is liable to the extent of the claims deducted by 330 calculation units (Special Drawing Right as defined by the International Monetary Fund). In case of loss of or damage to other luggage or goods, TT-Line is liable to the extent of the claim deducted by 149 calculation units (Special Drawing Right as defined by the International Monetary Fund) for each passenger (see art. 8 para. 4 of Regulation EG 392/2009).

11.2 Contractual limitation of liability The liability for claims not governed by the Regulation EG 392/2009 and/or the consolidated version of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974 and the Protocol of 2002 to the Convention and not being bodily injury and not regarding damages being caused grossly negligent or willingly by TT-Line or its legal representatives, employees or servants are limited to 300% of the fare agreed. In case of damages to vehicles, TT-Line is not liable for damages, which result from the extraordinary design of the vehicle. The total amount of costs for accommodation in case of cancellation or delay of a departure is limited to accommodation for 3 nights and €80,- per passenger and night. TT-Line bears the costs for transportation from and to the dock and the accommodation. TT-Line is not liable for damages arising from obeying to legal rules or resulting from any violation of such rules by the passenger.

12. Limitation of time Any possible claims of the passenger under the Regulation EG 392/2009 in connection with the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974 and the Protocol of 2002 to the Convention regarding compensation for death, bodily injury or loss of or damage to luggage lapse within 2 years. The limitation period starts

a) in case of bodily injury on the day of disembarkation of the passenger;

b) in case of death while transportation on the day, the passenger should have been disembarked; in case of bodily injury while transportation if this results in death of the passenger post to disembarkation on the day of the passengers death at least 3 years post to disembarkation;

c) in case of loss of or damage to luggage on the day of disembarkation or on the day, disembarkation was planned – depending on which date is last. In case of negotiations between the passenger and TT-Line on the claim or the circumstances on which the claim is based, limitation period is inhibited until TT-Line or the passenger refuses to continue negotiations. Claims lapse at the earliest 3 month post to an inhabitation of the limitation period. Claims of the passenger under the Regulation EG 392/2009 in connection with the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974 and the Protocol of 2002 to the Convention lapse after 5 years period, starting on the day of the disembarkation of the passenger or on the day the disembarkation was planned – depending on which date is last. In case the passenger became aware of the bodily injury, the loss of or damage to the luggage or good or the passenger ought to have known of the bodily injury, the loss of or damage to the luggage or good, claims lapse 3 years post to that date.

13. Liability of auxiliary persons All rights, reliefs and limitations granted to TT-Line within these general terms and conditions – no matter for what reason – are granted to the captains, crew members, agents and other servants of TT-Line as well and to the same extent.

14. Insurance The passenger is advised to enter into sufficient insurance contracts to avoid any risk that might occur under these general terms and conditions.

15. General average The passenger is not obliged to contribute to the general average for any goods he brings aboard the vessel. The passenger is not entitled to any compensation from the general average.

16. Data protection Personal data provided by the passenger is electronically stored, processed and used by TT-Line for reasons of the execution of the Agreement.

17. Place of jurisdiction, governing law and severability clause

17.1 The passenger may bring action against TT-Line to court at Lübeck, Germany.

17.2 For actions by TT-Line against the passenger, the place of residence of the passenger is decisive. For actions against passengers or contractual partners acting as a businessman or being a corporate body under private or public law or against persons without residence in Germany or whose residence is unknown at the time of taking the action, place of jurisdiction is Lübeck, Germany.

17.3 The Agreement and any other legal relationship between the parties are governed by the laws of Germany. In case of actions against TT-Line abroad German law will be applied at least regarding type and amount of the possible claims of the passenger, as far as permitted by law.

17.4 These general terms and conditions are not applicable as long and as far unalienable right set out in international conventions or in the law of the member state of the EU, which the passenger is citizen of and which are applicable to the Agreement, provide otherwise. For actions by TT-Line against the passenger who is a consumer in the sense of Swedish law and has his residence in Sweden, Swedish law is applicable and for actions by TT-Line against the passenger who is a consumer in the sense of Polish law and has his residence in Poland, Polish law is applicable.

17.5 In case any of the regulations in these general terms and conditions is or becomes prior or post to effectiveness of the Agreement legally void or inexecutable, the remaining regulations and the Agreement itself remain effective. Any legally void or inexecutable regulation shall be replaced by a regulation, that is effective and executable and that keeps the economic objective followed by the parties of the regulation being legally void or inexecutable. In case the Agreement is found incomplete, such regulation shall be found to fill up the gap.

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