

GENERAL TERMS AND CONDITIONS

Dear Cruise Guest,

We, **Viking River Tours Ltd.**, referred to in the following as Viking, represented by our **sales agency Viking Flusskreuzfahrten GmbH in Germany**, bring all of our experience and capabilities into play to carefully prepare your river cruise and make sure everything goes as smoothly as possible. These efforts are aided by clear agreements on your rights and duties as well as ours, which we make with you in the form of the following General Terms and Conditions. These conditions supplement and execute the provisions of Sections 651 a to m of the German Civil Code (BGB), which govern package tour contracts and the duty of tour operators to provide information to guest. These provisions, insofar as they are effectively integrated here, form the content of the travel contract made between you and Viking, which goes into effect at the time you book a tour with us.

1. CONCLUDING A TRAVEL CONTRACT

1.1. You may make your **booking (travel arrangements)** in writing, by telephone, fax or e-mail or through a travel agency.

1.2. Your booking with us constitutes your offer **to conclude a binding travel contract**. As a rule, you will be informed immediately whether Viking can confirm your booking. Your offer to conclude a contract is in any case binding for **7 days** following our receipt. **The basis of your booking** is formed by our travel advertisement, all supplementary notes in the brochure or on our website (e.g. on the ships and countries on the tour) and these General Terms and Conditions.

1.3. The travel contract results from the **booking confirmation** through Viking or the travel agent entrusted with the booking. The confirmation must not be in any specific form. In the case of an **electronically concluded contract** (e-mail), the confirmation is in text form. For **telephone confirmations**, which are binding, you will receive a written booking confirmation without delay.

1.4. If the content of our booking confirmation differs from your booking, we are making a new offer, to which we are bound for 7 days from the date of confirmation. In this case, the contract is considered concluded when you accept this offer by means of an express declaration, deposit, payment of the balance due or by beginning travel.

1.5. You submit the booking on behalf of all persons included in the reservation and become directly responsible for their contractual obligations as well, provided you have agreed to this in a formal, separate and written statement.

2. PAYMENT

2.1. With your booking confirmation, you will receive the **statutory Payment Security Certificate**. Until this certificate has been issued, you are not obligated to make any payment to us.

2.2. After the contract has been concluded (receipt of booking confirmation), a **deposit in the amount of 15%** of the full cruise price becomes due, which will be offset against the total price.

2.3. Payment of the balance is due, provided the cruise is no longer subject to cancellation under the requirements cited in Number 7.2, in time for Viking or the agent named in the booking confirmation to have it **credited** to our account within **4 weeks** before departure.

2.4. Cancellation fees (withdrawal charges; see Number 5) are payable immediately.

2.5. Should a deposit and/or balance payment **not be received within the time limit**, we will send you a **reminder with a final due date**. If payment is not received by this date, we can declare our **withdrawal from the travel contract** and charge you withdrawal fees in accordance with Number 5 of these Conditions.

2.6. From the 31st day after the due date and receipt of the booking confirmation, we are entitled, without being required to send a reminder, to assess **default interest** at the legally permissible level.

2.7. Insofar as we are prepared and in a position to provide the contracted travel services without impairment, and insofar as you are not entitled to any statutory right of retention, you cannot demand that your travel documents be issued or that you be allowed to avail yourself of our travel services until **full payment** has been made.

3. SERVICES AND CHANGES IN SERVICES

3.1. Our obligation to provide services is derived **exclusively** from the content of our booking confirmation in connection with the brochure valid at the time of the cruise, or the tour advertisement, and all of the information, notes and explanations contained therein.

3.2. Service providers (shipping companies, airlines, hotels, bus companies) and travel agents and their employees are **not authorized** by Viking to issue warranties and information or to enter into agreements that go beyond our travel advertisement or the content of the booking confirmation, or which contradict these or modify the content of the travel contract in any way.

3.3. Modifications or deviations in individual travel services from the agreed content of the travel contract, which may become necessary following the conclusion of the contract and which do not contravene the principles of good faith, are only permitted insofar as such modifications and deviations are not substantial and do not affect the overall caliber of the booking made. Unforeseeable deviations from travel schedules, e.g. resulting from high or low tides and other hindrances to transport, through operational disturbances or interruptions for which we are not responsible, are not grounds for liability to pay compensation, in particular for missed vacation pleasure; therefore, no guarantee is given for the meeting of time limits for travel or program connections. Any claims made by you with regard to a perceived failure in travel services shall remain enforceable without limitation. Viking is obliged to inform you immediately of any substantial changes/deviations in services. In case of a substantial change in a major travel service, you are entitled to withdraw from the travel contract without penalty.

4. PRICE ADJUSTMENT

We reserve the right to change the price agreed in the travel contract in the case of an increase in transport costs or taxes and fees for certain services such as port or airline fees, or a change in the exchange rates applicable to the cruise in question as follows:

4.1. Should transport **costs, especially fuel costs**, pertaining at the time the travel contract is concluded, increase, we are entitled to raise the cruise price accordingly.

4.2. Should **fees such as port or airport fees** be increased, the cruise price can be raised in proportion.

4.3. Should the exchange rate change after the travel contract has been concluded, the cruise price can be raised by the extra amount that Viking must pay to offer the cruise.

4.4. An increase is only **permissible** if there are **more than 4 months** between the conclusion of the contract and the agreed departure date and if the conditions leading to the increase did not yet pertain and were not yet foreseeable by Viking at the time the contract was concluded.

4.5. Viking is obliged to inform you immediately of any retrospective change in the travel price. A price increase is only effective up to 20 days before the agreed departure date. If a price goes up by more than 5%, you have the right to cancel the cruise without penalty or to demand participation in another cruise of at least equal value, provided we are able to offer such cruise without additional costs for you.

5. WITHDRAWAL FROM TRAVEL CONTRACT BY TRAVELER, CHANGE IN BOOKING, TRANSFER OF CONTRACT

5.1. You may withdraw from the travel contract at any time before the departure date. The date of withdrawal is considered to be the date your withdrawal notice is received by Viking Flusskreuzfahrten in Germany.

5.2. In the case of withdrawal from the travel contract or failure to depart on the assigned date, the following percentage of the **cruise price per person** is due to us as compensation for our expenses and services that could have been otherwise employed:

- **up to 30 days prior to departure: 25%**
- **29 – 22 days prior to departure: 40%**
- **21 – 15 days prior to departure: 60%**
- **14 days to the last day prior to departure: 80%**
- **Withdrawal on day of departure or failure to appear: 95%**

(applicable for individual travelers, not for groups).

5.3. You are entitled to demonstrate to Viking that the costs we incurred are actually lower than these percentages, or that no costs were incurred. In this case, you are only obliged to pay the actual costs incurred.

5.4. We reserve the right in special cases to claim a higher compensation than the flat rates listed above, calculated according to the actual costs incurred, provided we are able to demonstrate the basis for such costs.

5.5. If, after concluding a travel contract, you wish to change the date of your cruise or your destination, ship, cabin, accommodation, board plan, port of departure or destination or airport of departure to one that falls within the period of validity of our catalogue (change in booking), insofar as this change is possible and can be executed, we charge a **change in booking fee of € 30 per person** for changes made within 50 days before departure. Requests for booking changes made after this period can be made only if feasible, and only upon withdrawal from the original travel contract under the conditions detailed above and simultaneous re-booking. This does not apply to changes that entail only minimal costs.

5.6. You have the right, within the scope of the statutory provisions (Section 651b of the German Civil Code) to transfer your contract to another traveler. In cases where this entails more than minimal costs, Viking will charge an administration fee of **€ 30 per person** plus any additional costs passed on by service providers (e.g. airline charges re-ticketing fees).

6. UNCLAIMED SERVICES

Should you fail to take advantage of any of the travel services in your contract because of premature interruption of the cruise due to illness or other reasons for which Viking is not responsible, you are **not entitled to claim** reimbursement of the cruise price in the amount of

the unclaimed services. Viking will, however, endeavor to obtain reimbursement from the service providers and pay you back for any expenses thus saved, as soon as and to the extent that these are actually reimbursed to us by the service providers.

7. WITHDRAWAL, CANCELLATION OF CRUISE AND TERMINATION BY VIKING

7.1. Viking is entitled to **cancel the travel contract without notice** if you persist in disturbing the execution of the cruise despite our warnings, or behave contrary to the contract to such an extent that the immediate termination of the contract is justified. If we terminate the contract for this reason, we maintain our claim to the cruise price; we must however offset the price by the amount of all expenses saved and the advantages accruing from the application of unclaimed services elsewhere, including any amounts credited to us by our service providers.

7.2. Viking is entitled to cancel a cruise when, after all possibilities have been exhausted, the execution of such cruise would incur costs exceeding reasonable economic sacrifice, measured in terms of **this** cruise only. A cancellation statement will be sent to travelers without delay.

8. PASSPORT, VISA AND HEALTH REGULATIONS

8.1. Every passenger is obligated to obtain his own information on existing passport, visa and health regulations, as well as any changes that may have been made to these before departure. Information can be obtained from each country's consulate.

8.2. Viking is not liable for the timely issuing and receipt of the necessary visas by the respective diplomatic office when you have requested that we obtain these for you, unless we ourselves are responsible for the delay.

8.3. You yourself are responsible for observing all of the important regulations pertaining to the countries included on your cruise. All disadvantages accruing from the non-observance of these regulations, in particular any withdrawal fees, are payable by you, except in cases where Viking can be demonstrated to be at fault for issuing false information or failing to issue information.

9. YOUR DUTIES AS CRUISE GUEST

9.1. If you should wish to lodge a complaint regarding any perceived failure in performance while participating in a Viking cruise, it is your legal duty under this contract **to notify our travel managers or local agency immediately**, thereby giving them the opportunity to remedy the problem. Your travel documents indicate how to reach those in charge.

9.2. If you fail to do so, liability claims on your part will not be accepted, unless your failure to report your complaint is due to circumstances beyond your control.

9.3. Our travel managers, our service providers and our agents are not authorized to recognize any performance failures or claims in our name.

9.4. Any loss of or damage to luggage must be reported immediately to the carrier. This goes especially for luggage lost by an airline. The carrier is obligated to issue a written confirmation of loss. If you fail to notify the carrier of a loss, you risk **losing your entitlement to a claim.**

9.5. If a cruise is substantially affected by a travel failure, you are entitled to terminate your contract. The same applies when a performance failure prevents you from reasonably being able to undertake the cruise for an important reason acknowledged by Viking. Termination is only permissible when Viking or our representatives (travel managers, local agency) have

been unable to remedy the failure within a **reasonable notice period** you have set. No notice period need be set when it is impossible to remedy the failure, or a remedy is refused by Viking or our representatives, or when the immediate termination of the contract is justified by a **special interest on your part**.

9.6. Your legal duty as customer to assert any claims against a tour operator with regard to the travel contract **within one month** of the contractual end of the trip is handled as follows by Viking: a) You must communicate **all** claims arising from the travel contract or the services provided by Viking, for whatever reason, to Viking only after the completion of the cruise, within one month from the day after the day of return cited in the contract. If the last day of the notice period falls on a Saturday or Sunday, or on a state-recognized holiday at the place of claim, the next workday is deemed as the end of the notice period. b) The assertion of claim can be made within the notice period **only to Viking or our German agency** at the address indicated below. We urge you to make all claims in writing.

10. LIABILITY LIMITATIONS

10.1. Viking's liability to you for damages other than physical injury is limited to three times the cruise price provided that: a) the damage was not willful or attributable to gross negligence or b) the damage is solely due to a performance failure on the part of a service provider.

10.2. We are not liable for performance failures in connection with external services we arrange as a convenience for our travelers (e.g. carrier services that are not part of the cruise as described in the catalogue, optional land excursions, etc.) and which are expressly identified as external services in the travel advertisement.

10.3. In situations in which Viking can be deemed to have the status of a contractual air carrier, our liability is regulated according to the provisions of the Montreal Treaty and, insofar as applicable, to the provisions of the Aviation Act in combination with the international treaties of Warsaw, Den Haag and Guadalajara.

10.4. In situations in which Viking can be deemed to have the status of a contractual shipping company, our liability is regulated according to the provisions of the German Inland Shipping Act and the German Commercial Code (HGB), in particular Section 664 HGB and the Appendix to Section 664 HGB, "Provisions for the carriage of passengers and their luggage by sea". In accordance with these provisions, there are limitations within the regulated scope of our liability for persons, physical injury and damage to property and the loss of luggage.

11. NON-ASSIGNMENT OF CLAIMS AND STATUE OF LIMITATIONS

11.1. All claims in connection with Viking, regardless of their grounds – but with the exception of claims arising from tortious acts – fall under the statute of limitations after one year, calculated according to the day after the contractually agreed date of return from travel (as regulated by Section 651m Number 2 of the German Civil Code). If the last day of the notice period falls on a Saturday or Sunday, or on a state-recognized holiday at the place of claim, the next workday is deemed as the end of the notice period. If negotiations between us regarding claims or the circumstances justifying such claims are still underway at the time this period elapses, the limitation shall be deferred until such time as you or Viking refuses to continue negotiations. The one-year limitation period specified above then goes into effect no earlier than 3 months after the end of the deferral.

11.2. Under no circumstances shall claims arising from your cruise, regardless upon which legal grounds, be assigned to a third party, including spouses. Likewise, legal action arising from any such claims may not be taken on your behalf.

12. CHOICE OF LAW AND PLACE OF JURISDICTION

12.1. If you do not have a general residence or place of business in Germany, all proceedings in relation to the contract between Viking and you shall be under the **exclusive jurisdiction of the German courts**. In the case of foreign jurisdictions, this also applies in accordance with 12.1 to the type and amount of any claims.

12.2. Any legal action against Viking can be brought only at the location of our headquarters or the location of our German agency in Cologne.

12.3. The venue for any legal action brought against you by Viking shall be determined by your place of residence, except where proceedings are brought against registered companies, corporate bodies under public or private law, or persons with a statutory place of residence outside Germany or whose place of residence is unknown at the time proceedings are instituted. **In these cases, the jurisdiction at the location of our agent in Cologne shall apply.**

TOUR OPERATOR: VIKING RIVER TOURS LTD.

Authorized representatives:

Charles Duro, Catherine Lymberry
Clarendon House 2, Church Street,
Hamilton, HM11 Bermuda

SALES AGENCY

**IN ACC. WITH SECTION 21 GERMAN CODES OF CIVIL PROCEDURE
(ZPO) AND TRAVEL AGENT:**

Viking Flusskreuzfahrten GmbH

Managing Directors: Guido Laukamp, Klaus Zimmer
Hohe Strasse 68 – 82, 50667 Cologne, Germany
District Court of Cologne, HRB 28224