

**APPENDIX III  
EXPLORIS : CLAUSES  
AND TERMS AND  
CONDITIONS FOR  
PASSENGER AND CRUISE  
TICKETS**

**Important notice:** These clauses are the terms and conditions that apply to your travel and/or cruise contract. Please read them carefully.

Passengers' attention is specifically drawn to the Carrier and Cruise Organiser's rights to exclude and limit their liability, as well as to the provisions in Article 9, which set out the timeframe and conditions for submitting a claim and initiating proceedings.

The purchase or use of these Tickets by the Passenger whose name appears on them, imply their full agreement with all of these general and particular terms and conditions, which must be understood and accepted by them when they register.

Representatives and agents on land and sea, and any person who was involved in the service provided by the Cruise Organiser or the Carrier may assert and benefit from the terms of these Tickets against the Passengers mentioned on these tickets.

If any mention in these Tickets breaches a mandatory legal provision, said mention shall be considered as null and void, however such nullity would not jeopardise the other clauses of these Tickets.

**1. Definitions:**

1.1 "Cruise Ticket": the document that contains the stipulations of the cruise contract, according to which the

Cruise Operator undertakes to have the Passenger transported by the Carrier, and to provide them with the services mentioned on the Cruise Ticket.

1.2 "Passenger Ticket": the document that includes the stipulations of the travel contract, in accordance with which the Carrier undertakes to carry the Passenger between the ports mentioned on that document.

1.3 "Tickets": the Passenger Tickets and Cruise Tickets, as referred to jointly.

1.4 "Ticket": the Passenger Ticket or the Cruise Ticket.

1.5 "EXPLORIS": a French simplified joint-stock company ("*Société par Actions Simplifiée*") , which has its registered office at 60 Boulevard du Maréchal Juin 44100, Nantes, France, and is registered on the Nantes Trade and Companies Register under No. 917 217 191.

1.6 "Cruise Operator": the person who undertakes to have the Passenger transported by the Carrier, and to provide them with the services mentioned on the Cruise Ticket, and whose header appears on the Cruise Ticket.

1.7 "Passenger": any person whose name appears on the Passenger Ticket, and on the Cruise Ticket, where applicable.

1.8 "Carrier": the private individual or the company that operates the ship carrying the Passenger, and whose header appears on the Passenger Ticket.

1.9 "Seller": the private individual or legal entity who has sold all the services included in the cruise directly to the Passenger, potentially including the various, land, sea, and air transportation services.

2. Acceptance and application of the general terms and conditions of the Passenger Ticket and Cruise Ticket

2.1 The Passenger agrees to the following terms and conditions by purchasing or using the Passenger Ticket.

2.2 Where the Cruise Ticket is issued by EXPLORIS, by purchasing or using the Cruise Ticket, the Passenger agrees to its clauses and terms and conditions.

2.3 Where the Cruise Ticket is not issued by EXPLORIS, the terms and conditions of the Cruise Ticket shall not be governed by these terms and conditions, but by those agreed between the Passenger and the Cruise Operator.

3. Law applicable to the Passenger Ticket

3.1 The contractual relations between the Carrier and the Passenger are governed by French law and specifically governed by the provision of the French Transport Code, especially its Articles L. 5420-1 to L. 5421-12 and by the Decree No. 66-1078 of 31 December 1966, as well as by the provisions of the International London Convention on Limitations of Liability for Maritime Claims of 19 November 1976, and, where applicable, by the provisions of Regulation 392/2009 issued by the European Parliament and Council, which form an integral part of the Passenger Ticket.

4. Laws applicable to the Cruise Ticket

4.1 Where EXPLORIS is the Cruise Operator, the contractual relations between the latter and the Passenger regarding the organisation of the cruise are governed by French law and especially by Articles 47 to 49 of Law No. 66-

420 of 18 June 1966 regarding chartering and sea transportation agreements (alinéa 2 of Article 49 referring to the French law rules mentioned in 3.1. above as necessary). and by the provisions of the Application Decree No. 66-1078 of 31 December 1966.

## 5. Payment of the price

5.1 The price of the Passenger Ticket and of the Cruise Ticket must be paid to the Seller in full at least 30 days before the expected departure date mentioned on the Tickets.

5.2 The price of the Tickets is due in full and is not refundable in case of cancellation of the cruise by the Passenger for any reason whatsoever, except in case of (i) the Passenger's own death before the departure date or; (ii) impediment exclusively due to a force majeure event; occurring before the departure date;

(iii) in accordance with the provision of clause 5.3. below. In cases of (i) and (ii) above, clause 8.1 shall apply.

5.3 The price initially proposed may be amended in the event of the following exceptional circumstances: governmental action, a significant fluctuation in the US dollar or euro exchange rates or of special drawing rights, a significant increase in the oil price, or any other factor that significantly alters the cost of transport, and is beyond the Carrier's control. Any increase decided in this way shall be calculated in accordance with the overall surcharge payable by the Cruise Operator and/or the Carrier, divided by the estimated number of Passengers, and shall include the commissions payable to agents. The Passenger or the person who purchased the

Ticket(s) shall be informed of the increase in the price of the Ticket by an increase notice via registered letter with acknowledgement of receipt – or via any other means that enables actual receipt of the correspondence to be proved – with a 30 (thirty) day notice period prior to the departure date. The Passenger and/or the person who purchased the Ticket(s) may cancel their cruise when they receive this notice, and obtain the immediate refund of the amount paid with as sole and exclusive compensation for all damages suffered, by informing the Seller in writing within a period of 7 (seven) days following receipt of the increase notice.

5.4 Save for the exceptions set out in the cruise itinerary, or in the Cruise Ticket, excursions are not included in the Cruise Ticket price. They are exclusively sold and invoiced onboard, and are governed by the general terms and conditions applicable to the contract signed with the local operator providing the services. Excursions fare is due and cannot be refunded in the event that the client cancels them once they have registered.

5.5 Any expenditure incurred onboard by the Passenger, or on their behalf, shall not be included in the Tickets price; such expenditure must be settled in cash and in any event before the Passenger leaves the ship.

## 6. Boarding and transportation terms and conditions

6.1 The Passengers must present themselves for boarding in accordance with the conditions determined by the itinerary, and at least 2 (hours) before the scheduled departure time on the departure date. The Passengers must present

themselves for boarding in accordance with the conditions determined by the Passenger Ticket. In the event that they are late or decide not to travel, the Passengers shall still be liable for the price of the Cruise Ticket and of the Passenger Ticket as per clause 5.2 above.

6.2 Tickets are personal and shall be issued in the name of the Passenger. The Passenger must not transfer his/her Tickets to a third party for any reason whatsoever.

6.3 Each Passenger shall warrant that they are fit to travel by sea, and that their state of health or their behaviour shall not harm the other Passengers or the proper running of the trip. If a Passenger's state of health is likely to restrict their ability to go on the planned sea journey, or to disrupt the proper running of the trip, they shall inform the Carrier and the Travel Organiser, or the Seller, where applicable, and shall produce a medical certificate providing evidence of their fitness to travel on request.

6.4 All Passengers must be in possession of a valid passport, or identity card, where applicable, as well as of the visas and vaccination certificates likely to be required at ports of call, and when the ship reaches its destination. Each Passenger shall be personally responsible for complying with the legal and regulatory specifications required before departure. The Carrier, the Cruise Operator and/or EXPLORIS may refuse the embarkment or the disembarkment to a Passenger who is not in possession of any required document to disembark at destination and at the scheduled ports of call.

6.5 Passengers with limited mobility, due to a physical disability or to a condition that requires special

treatment and/or assistance, including people who use wheelchairs, must inform the Seller and the Carrier in writing a) at the time when they make the booking request, or b) as soon as the Passenger becomes aware of their disability, if that disability occurs after their booking, but in any event at least 30 (thirty) days prior to the boarding date, primarily in order to ensure that the Carrier is in a position to give the Passenger a confirmation that they will actually be able to take the cruise onboard the ship. The Organiser of the Cruise, the Carrier and/or EXPLORIS reserve the right to refuse access to Passengers who have failed to inform the Carrier and the Seller of such disabilities or need for assistance, if the Passenger's state of health is not compatible with the applicable safety regulations, or if the design of the passenger ship, and the port infrastructure and equipment, including the port terminals, make it impossible for the Passenger in question to board, disembark or be carried under secure conditions, or conditions that are achievable from an operating standpoint.

6.6 Disembarkation at some ports may be hard or even impossible for Passengers with limited mobility, particularly in the case of disembarkation by rowing boat and/or excursions in dinghies. Passengers who use wheelchairs must have their own wheelchair and be accompanied by someone who is able to assist them.

6.7 The Passenger must comply with the onboard rules throughout the trip. The Passenger shall be required to attend all safety demonstrations and explanations that may be organised onboard, and to follow the crew's instructions at all times.

6.8 If they consider it to be necessary, the Carrier, the Cruise Operator and/or EXPLORIS and/or the Captain of the Ship may terminate the contract, and refuse to transport any Passenger who does not meet the conditions for entry into port-of-call countries, or whose presence onboard might jeopardise the comfort, health, and security of the other Passengers, the crew, or violate any laws or regulations of the ports visited by the ship, or who might make the Carrier, the Cruise Operator, and/or EXPLORIS liable for their custody, defence or repatriation. On these grounds, the Cruise Operator, the Carrier and/or EXPLORIS and/or the Captain of the ship may also decide to take the following appropriate measures: - refuse to let the Passenger or Passengers board or disembark in any port in which the ship calls; - Disembark the Passenger or Passengers in any port in which the ship calls; - Transfer the Passenger or Passengers to another ship; - Confine the Passenger or Passengers onboard, to their cabin, or to a cabin attached to the onboard medical team; - have the doctor or their team administer any drugs or medication, or any other permissible substances, and/or confine the Passenger to hospital or any other similar institution in the destination ports of call if the onboard doctor considers it necessary. The Passenger shall bear all medical costs including without limitation, the costs of the treatments and the medication on land or onboard.

6.9 In the event that there is a risk of an epidemic, the Carrier, the Cruise Operator and/or EXPLORIS, and/or the Captain of the ship, and/or any local healthcare authority may require the Passenger to

answer a health questionnaire, as well as to submit to a screen test before or at the time of boarding or disembarking, including at the ports of call.

6.10 Goods, property and items where the content may threaten the health and safety of people and property, damage or pollute the ship, inflammable, explosive, corrosive, hazardous, or odorous materials, materials likely to leak, items where import is prohibited or that are not compliant with customs or police regulations, and generally speaking any property and items other than those intended for the Passenger's personal use are prohibited onboard and in luggage (hereinafter the "Prohibited Items"). The Passenger shall be responsible for any injury, loss or damage suffered as the result of the presence of Prohibited Items in their luggage or in their cabin, and shall hold the Cruise Operator, the Carrier and/or EXPLORIS harmless against any proceedings that may be initiated against them due to the presence onboard, or loading or unloading of these Prohibited Items. These Prohibited Items may be unloaded, destroyed, thrown overboard, or rendered harmless at any time and in any place by the Cruise Operator, the Carrier, the crew and/or EXPLORIS, with no indemnity, and notwithstanding the payment of any potential destruction costs by the Passenger.

6.11 Each Passenger may only bring one piece of luggage onboard, the maximum authorised weight of which is 20 kg.

6.12 The Passenger shall agree, upon request and without delay, to allow free access to their cabin, their luggage and their personal effects to the Cruise Operator, the Carrier, the crew officers and/or

EXPLORIS, as well as to the customs, healthcare and/or administrative authorities in the countries where the ports of call are located, or the country where the ship is registered.

6.13 The Passenger must oversee their luggage and personal effects during their stay onboard, as well as during boarding, transshipment, and disembarkation operations. The Cruise Operator, the Carrier and/or EXPLORIS shall decline any liability for any luggage left unsupervised by the Passenger, and for which the latter has not taken all the necessary precautions to avoid theft, loss, or damage. The Cruise Operator, the Carrier and/or EXPLORIS shall not be liable for the loss or theft of money, cash, marketable securities, jewellery and other valuables that the Passenger has not declared as valuables, entrusted to the onboard staff with a descriptive inventory including estimates, and for which they have not paid the corresponding proportional custody duties.

6.14 The Cruise Operator, the Carrier and/or EXPLORIS shall not be liable for the damage caused to cameras, telephones, electronic devices, and video cameras that are lost or damaged onboard the ship and in its ancillary tenders/shore facilities, or during boarding and disembarkation operations, or for the damage caused to items that have fallen overboard.

6.15 Pets are prohibited onboard the ships and shall not be allowed to board.

6.16 The Passenger shall be civilly and criminally liable for any direct or indirect damage that they cause to the Cruise Operator, the Carrier and/or EXPLORIS, and to other Passengers or to third parties. They shall be solely liable for any fine or penalty imposed by

the relevant authorities due to their actions.

## 7. Pregnancy and children

7.1 Children under three and Children not accompanied with their parents or guardians shall not be allowed to board. Children aged between three and eight can only board on presentation of a boarding authorisation, which shall preferably be requested as soon as the child is registered as a Passenger, and must be shown at the time of boarding under all circumstances, otherwise the Cruise Operator, the Carrier and/or EXPLORIS shall not be able to allow the child onboard.

7.2 Children shall remain under the full and entire responsibility of their parents or guardians when they are onboard and/or on an excursion.

7.3 As the ships do not have any facilities for giving birth onboard, women who are over six months' pregnant shall not be allowed to board. In any event, pregnant women travelling onboard the ship are advised to see a doctor before boarding in order to ensure that their state of health is appropriate for the cruise that they are planning.

## 8. Cancellation, Interruption or alteration of the trip

8.1 In the event of an impediment caused by a force majeure event, or the death of the Passenger, the contract shall be terminated via the notice given by the Passenger or their beneficiaries before boarding. One quarter of the price of the Tickets shall then be payable by the Passenger as sole and exclusive compensation for all damages suffered. The same conditions apply to the members of the family of the Passenger who is prevented for

the same reasons, from travelling or has died, and who were due to travel with them.

8.2 Unless EXPLORIS agrees more favourable conditions in a separate agreement or in its general terms and conditions of sale, the Passenger shall remain liable for the price of the Tickets, even if they do not board due to a delay, or a no-show for the boarding.

8.3 Once the trip has begun, the Passenger shall be required to pay the full price of the Tickets, regardless of the reason that might lead them to abandon the cruise.

8.4 In the event of external events beyond the control of the Cruise Operator, the Carrier and/or EXPLORIS, or for any reason relating to the safety of the Passengers, the travellers or the ship, or as a result of the lack of sufficient participants, as provided for in the general terms and conditions of the travel itinerary, EXPLORIS may cancel the cruise, and must inform the Passengers and/or the Cruise Operator, where applicable, via registered letter with acknowledgement of receipt, or via a press release. Where EXPLORIS is the Cruise Operator, and regardless of the cause of the cancellation, including the lack of a sufficient number of passengers (less than 50% of the ship's capacity for the planned trip), no compensation shall be payable to the Passenger, who shall have a choice between the following solutions: (i) full repayment of the price of the Tickets; (ii) another cruise at an identical price, (iii) a cruise at a lower price with repayment of the difference in price between both cruises on the basis of published prices. Passengers must inform EXPLORIS of their choice as soon as possible.

8.5 Where EXPLORIS is not the Cruise Operator, the conditions for cancelling the cruise that apply to Passengers shall be governed by the agreement that they have entered into with the Cruise Operator.

8.6 The ship's departure and arrival times are provided on an indicative and non-definitive basis, and neither the Cruise Operator, nor the Carrier, nor EXPLORIS can guarantee that they coincide with (airplane and train) connection times. Subject to mandatory provisions of Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010, neither the Cruise Operator, nor the Carrier, nor EXPLORIS shall be responsible for the consequences of any delay, regardless of their nature. In any event, the port-of-call arrival dates and times, or the dates when the ship calls at certain places are not contractual, and can be amended at any time at no notice, and with no compensation.

8.7 In the event of adverse weather conditions, or as the result of the political and social situation in a port-of-call country, or of any other reason that may jeopardise the security and safety of the Passengers or the ship, or in the event of orders issued by government authorities, the Cruise Operator and/or the Carrier shall have the option to change the itinerary or the ports of call or destination in agreement with EXPLORIS, to delay the trip or to terminate it, to divert the ship, to tow another ship or be towed, or to transfer the Passengers and their luggage to any other form of transport even if this results in extending or shortening the length of the itinerary. In any event, the Passenger shall be

informed of any cancellation or amendment as soon as possible.

8.8 Where EXPLORIS or the Carrier is required to alter the cruise for reasons beyond its control once the Passengers have boarded, the latter cannot claim any other compensation from EXPLORIS or the Carrier than the reimbursement of the services that were not provided and were not replaced, or of the unused portion of the Cruise Ticket less any expenses incurred. Conversely, EXPLORIS or the Carrier may demand that the Passengers pay a surcharge corresponding to the additional services provided to them due to the lengthening of the trip.

8.9 The Cruise Operator, the Carrier and/or EXPLORIS may assign different cabins to the Passengers than those shown on their Ticket.

8.10 The ship may provide assistance to any person or property at sea, or be diverted due to a medical emergency involving a Passenger or a member of the crew, and cannot be held liable for the consequences of any alternation to the cruise itinerary for this reason.

## 9. Liability of the Cruise Operator and of the Carrier

9.1 The Carrier shall be liable for any damage caused to the Passengers in accordance with the provisions and compensation limits specified in the following laws, in accordance with their respective application areas, namely Articles L. 5421-1 to L. 5421-8 of the French Transport Code, and (EC) Regulation No. 392/2009 issued by the European Parliament and Council on 23 April 2009. Where this Regulation applies, the limits on the compensation available to the Carrier for death or injury shall be 400,000

special drawing rights per Passenger and per event.

9.2 The Carrier shall be liable for any damage caused to luggage in accordance with the provisions and compensation limits specified in the following laws, in accordance with their respective application areas, namely Articles L. 5421-9 to L. 5421-12 of the French Transport Code, Decree No. 67-268 of 23 March 1967, as amended by Decree 86-1065 of 24 September 1986, and (EC) Regulation No. 392/2009 issued by the European Parliament and Council on 23 April 2009. Where this Regulation applies, the maximum compensation payable by the Carrier for damage to luggage shall be 2,250 special drawing rights per Passenger and per trip. An excess of 149 special drawing rights per Passenger shall apply in any event. Where (EC) Regulation No. 392/2009 does not apply, the maximum compensation payable by the Carrier for loss or damage to luggage shall be €1,520 per Passenger and per trip.

9.3 In any event, the Carrier shall benefit from the compensation limits set out in the London International Agreement dated 19 November 1976, as amended by the 1996 Protocol; said limits shall prevail over any other limit determined by a law where the application is not mandatory.

9.4 In the case of any injury or damage that occurs onboard the ship or its ancillary tenders/shore facilities or craft at the time of boarding or disembarking, or that occurs during carriage at sea, the Cruise Operator shall be responsible within the same limits and under the same conditions as the Carrier. In the case of any other type of damage, the compensation potentially payable to the

Passenger by the Cruise Operator and/or EXPLORIS shall be capped at 50% of the price of the cruise.

9.5 The Carrier, the Cruise Operator and/or EXPLORIS shall expressly not be held liable for any non-material damage, the loss of enjoyment, and so-called punitive or similar damages.

9.6 Where a Passenger is not allowed to board the ship – including after or during a stop-over – under the conditions specified in Articles 5, 6, and 7, neither the Carrier, nor the Cruise Operator, nor EXPLORIS, nor the Captain of the ship nor the crew shall be liable in any way.

9.7 The Cruise Operator, the Carrier, and/or EXPLORIS shall not be responsible for personal injury, or material or immaterial damage, direct or consequential damage of any kind, caused by wars, blockades, riots, strikes, social conflicts, acts of piracy or terrorism, epidemics or quarantines, disasters and natural disasters, nuclear fusion, fission, contamination or explosion, or its consequences, the closure of the port of departure, of the port of call or destination, the holding, requisition or arrest of the ship for any reason, the use of the ship for any government purpose, or merely as a result of the threat of the events listed above. Moreover, they shall not be responsible for the damage caused by the Passenger's voluntary involvement in a fight or by a recklessness or dangerous activity and/or action that was not required to safeguard human life.

9.8 The Cruise Operator, the Carrier, and/or EXPLORIS shall not be responsible for the interruption of and/or any alteration to the trip as a result of a force majeure event of any

nature whatsoever such as (without limitation), wars, blockades, riots, strikes, social conflicts, acts of piracy or terrorism, epidemics or quarantines, disasters and natural disasters, nuclear fusion, fission, explosion or contamination, or its consequences, the closure of the port of departure, of the port of call or destination, the holding, requisition or arrest of the ship for any reason, the use of the ship for any government purpose, or any other event beyond the control of the Cruise Operator or the Carrier and/or EXPLORIS or merely as a result of the threat of the events listed above.

9.9 In the event that the Cruise Operator and/or EXPLORIS are responsible for transporting the luggage during a period prior to boarding or after disembarkation, they shall act as agents on the Passenger's behalf, and their liability shall not be substituted for that of the carriers actually responsible for transporting this luggage.

9.10 Any luggage that is not claimed at the port of destination shall remain at the port at the Passenger's own risk and expense.

9.11 Any delay in delivering the luggage that is detrimental to the Passenger, and which engages the liability of the Cruise Operator, the Carrier and/or EXPLORIS, may only give rise to the payment of a compensation amount that cannot exceed 20% of the amount that would be payable in the event of loss of the luggage.

9.12 Unless there is a specific written contractual agreement, transportation to the port of departure, water sports and scuba diving from onboard the ship, and land excursions, including hotel and restaurant reservations and guided

tours, where applicable, even when they are booked from the ship, shall be supplied by independent service providers that are neither representatives nor employees of the Cruise Operator, the Carrier and/or EXPLORIS. Passengers shall make use of these services at their own risk. The Cruise Operator, the Carrier and/or EXPLORIS shall only be involved in the capacity of an intermediary, and shall not assume, or engage any liability for these services.

9.13 Any claim or complaint by the Passenger must be sent to EXPLORIS via a registered letter with acknowledgement of receipt describing the incident and the alleged damage in an accurate manner, within 15 business days as from the end of the cruise or the disembarkation of the Passenger, subject to foreclosure.

9.14 Any proceedings initiated by the Passenger against the Cruise Operator, the Carrier and/or EXPLORIS must be initiated within a period of 1 (one) year for material damage and of 2 (two) years for personal injury, as from the date when the Passenger disembarked or should have disembarked.

10. Applicable law and competent jurisdiction

10.1 The Passenger Ticket and the Cruise Ticket are governed by French law.

10.2 Only the Courts attached to the District Court in Nantes, France, shall be competent to hear any proceedings based on the Passenger Ticket or the Cruise Ticket against EXPLORIS, its employees, subsidiaries, or sub-contractors, even in the event of third party proceedings.