

# GENERAL TERMS AND CONDITIONS 2020:

Dear Guests, please read the following Terms and Conditions of Travel carefully. They shall become, insofar as they are effectively agreed upon, the content of the travel contract to be concluded between the customer and A-ROSA Flussschiff GmbH. They are supplementary to legal provisions of sections 651a - y BGB (German Civil Code) and Articles 250 and 252 of the Introductory Act to the German Civil Code (EGBGB), and fulfil these.

## 1. Conclusion of the travel contract/obligations for fellow travellers

1.1. The following applies to all booking channels (e.g. in a travel agency, direct booking with the operator, by telephone, online, etc.):

a) This offer is based on the trip advertisement and the supplementary information provided by A-ROSA Flussschiff GmbH for the respective trip to the extent it is available to the customer at the time of booking.

b) The customer is responsible for all contractual obligations of the travellers for whom he/she makes the booking as for his/her own obligations to the extent he/she has assumed this obligation by making an express and separate declaration.

c) If the content of the booking confirmation from A-ROSA Flussschiff GmbH differs from the content of the booking, it shall be deemed a new offer from A-ROSA Flussschiff GmbH that shall be binding for a period of ten days. The contract shall be concluded on the basis of this new offer if A-ROSA Flussschiff GmbH has drawn attention to the change regarding the new offer and fulfilled its pre-contractual information obligations and if the customer has accepted the offer within the binding period set by A-ROSA Flussschiff GmbH by making an express declaration or down payment.

d) If an option booking is made, the planned trip shall be reserved for three working days. After this period, the option will automatically become a confirmed booking. Within this period, the customer may choose another travel date or another route free of charge or cancel the trip free of charge.

1.2. Bookings made **orally, by telephone, in writing, by email, text message or by fax** are subject to the following provisions:

a) By making a booking (registering for travel), the customer makes an offer to A-ROSA Flussschiff GmbH to conclude the travel contract with binding effect.

b) The contract shall be formed when the booking confirmation (declaration of acceptance) of A-ROSA Flussschiff GmbH is received. It does not require any particular form. Upon or immediately after the conclusion of the contract, A-ROSA Flussschiff GmbH shall send the customer confirmation of the booking in written or electronic form.

1.3. With regard to **e-commerce bookings (e.g. online, app, telemedia)** the conclusion of contracts is subject to the following provisions:

a) The electronic booking process is explained to the customer in the respective application.

b) The customer will have the option to correct his/her entries or delete or reset the entire booking form, and the use of this option will be explained.

c) The website will list the contractual languages that are offered for making the electronic booking.

d) If the text of the contract is stored by A-ROSA Flussschiff GmbH, the customer will be informed about this and about his/her option to access the text of the contract at a later time.

e) By clicking on "Book" (book with binding obligation to pay), or a similar formulation, the customer makes an offer to A-ROSA Flussschiff GmbH to conclude the travel contract with binding effect.

f) The customer will receive an electronic confirmation stating that his/her registration for travel was received without undue delay (acknowledgement of receipt).

g) The fact that the registration for travel is transmitted by clicking on the button does not give rise to a claim by the customer that a contract will be formed.

h) The contract is only formed upon the customer's receipt of the booking confirmation from A-ROSA Flussschiff GmbH on a durable medium. If the website confirms the booking immediately after the customer clicks on "Book" (book with binding obligation to pay) by displaying the respective immediate booking confirmation on the screen, the travel contract is formed when this booking confirmation is displayed. In this case, an interim notification regarding receipt of the booking in accordance with f) above is not required, insofar as the customer is given the option to save the booking confirmation on a durable medium and to print it out. However, the binding effect of the travel contract does not depend on the customer actually making use of these options to save or print it.

1.4 A-ROSA Flussschiff GmbH emphasises that, in accordance with legal provisions of sections 312(7), 312g(2) sentence 1 no. 9 BGB), there is no right of revocation for travel contracts pursuant to Section 651a and 651c BGB concluded by distance selling (letters, catalogues, telephone calls, faxes, emails, text messages, radio, telemedia and online services); instead, the customer has statutory rights of withdrawal and termination, especially the right of withdrawal pursuant to Section 651h BGB (see also 7 in this regard). However, a right of revocation exists if the contract for travel services pursuant to Section 651a BGB was concluded away from business premises, unless the oral negotiations on which the contract conclusion is based were conducted based on the consumer's previous order; there is no right of revocation in the latter case.

## 2. Payment

2.1 A down payment of 25% of the travel price is due for payment following contract

conclusion (receipt of the booking confirmation) and receipt of the risk coverage certificate pursuant to Section 651 r BGB in conjunction with Article 252 EGBGB. When the down payment has been made, the full premium for an insurance policy brokered by A-ROSA Flussschiff GmbH shall also fall due. Payment is made by credit card or transfer directly to A-ROSA Flussschiff GmbH, depending on the payment method chosen by the customer. Unless expressly agreed otherwise with A-ROSA Flussschiff GmbH, payments to intermediary travel agencies do not discharge the obligation to make payment. The outstanding amount shall fall due 30 days before the start of the trip insofar as the risk coverage certificate has been issued and A-ROSA Flussschiff GmbH can no longer exercise its right of revocation for the reasons set out in 5.2. Where bookings are made within 30 days of the start of the trip, the travel price shall be due in full without delay insofar as the risk coverage certificate has been issued.

2.2. If the customer does not make the down payment and/or the outstanding payment by the agreed due dates, even though A-ROSA Flussschiff GmbH is willing and able to duly render the contractual services and has fulfilled its statutory information obligations and the customer does not have a statutory or contractual right of retention, A-ROSA Flussschiff GmbH shall be entitled, after issuing a reminder and setting a final deadline, to cancel the travel contract and charge the customer cancellation costs as set out in 7.2 sentence 2 to 7.5.

2.3. After full payment for the cruise, but no earlier than three weeks before the start of the cruise, the customer will be issued with his travel documents.

## 3. Services and Prices

3.1. The scope of the services, which A-ROSA Flussschiff GmbH is obliged to perform, is set out in the contents of the booking confirmation in association with the catalogue or cruise description valid at the time of the cruise, subject to all the information and explanations contained therein, including any individual agreements.

3.2. Connecting journeys by train/coach/plane must be organised and booked by the customer himself. Upon request, A-ROSA Flussschiff GmbH is prepared to act as an agent for arranging such connecting journeys.

3.3. Any concessions arising from the age of the customer shall be based on the customer's age on the date of the start of the cruise.

## 4. Changes to contractual content before the start of the trip that do not affect the travel price

4.1. Deviations in essential characteristics of the travel services from the agreed content of the travel contract which were not caused by A-ROSA Flussschiff GmbH in bad faith and which become necessary after the conclusion of the contract shall be permitted vis-à-vis A-ROSA Flussschiff GmbH before the start of

travel if the deviations are not of major significance and do not impair the overall nature of the trip booked.

4.2. A-ROSA Flussschiff GmbH is obliged to clearly and comprehensibly inform the customer of changes to services immediately after it becomes aware of the reason for such on a durable medium (e.g. also by email, text message or voice message) in a manner that highlights the change. In the event of a significant change to an essential characteristic of a travel service or a deviation from the customer's particular specifications that have been included in the travel contract, Section 651g BGB applies. If the change affects the content of the travel contract, the customer shall be entitled, within a suitable period set by A-ROSA Flussschiff GmbH, at the same time as communication of the change to either accept the change, cancel the travel contract without charge or request a place on a substitute trip if A-ROSA Flussschiff GmbH has offered such a trip. The customer may choose to respond, or not respond, to the communication from A-ROSA Flussschiff GmbH. If the customer responds to A-ROSA Flussschiff GmbH, he/she may either agree to the change, request a place on a substitute trip if such has been offered or cancel the contract free of charge. If the customer does not respond to A-ROSA Flussschiff GmbH at all or within the period set, the communicated change shall be deemed to have been accepted. A-ROSA Flussschiff GmbH will draw the customer's attention to this fact in the communication regarding the service change in accordance with 4.1. in a clear, comprehensible manner that highlights the change.

4.3. Any warranty claims shall remain unaffected insofar as the changed services are deficient. A-ROSA Flussschiff GmbH is obliged to inform the customer about deviations from services without delay. In the event of significant deviations in the travel services from the agreed content of the travel contract before the start of the trip, the customer shall be entitled to cancel the contract. Following the communication from A-ROSA Flussschiff GmbH, the customer shall be obliged to assert this cancellation right without delay.

4.4. If the carriage costs, in particular fuel costs, increase in relation to those which existed at the time of the conclusion of the travel contract, A-ROSA Flussschiff GmbH will increase the price of the cruise in accordance with the following calculation:

a) In the case of an increase relating to an individual seat, A-ROSA Flussschiff GmbH may demand an increased amount from the customer.  
b) In other cases, the additional amount demanded by the transport company per means of transport will be divided by the number of seats on the agreed means of transport. A-ROSA Flussschiff GmbH may demand from the customer the increased amount for an individual seat calculated in this way.

4.5. If charges such as taxes, port or airport fees which existed at the time the contract was concluded are increased to the detriment of A-ROSA Flussschiff GmbH, the travel price may be increased by a corresponding proportional amount.

4.6. Such increases shall only be permissible insofar as the period between the conclusion of the contract and the agreed date of the cruise is longer than four months and the circumstances leading to the increase had not occurred before the contract was concluded and were unforeseeable for A-ROSA Flussschiff GmbH at the time the contract was concluded. In the event of a later change to the travel price, A-ROSA Flussschiff GmbH must inform the customer without delay. Price increases after the 20th day before the start of the cruise shall be invalid. If the price increases by more than 8%, the customer shall have the right to cancel the contract without charge or request a place on a trip of at least the same value, provided that A-ROSA Flussschiff GmbH is in a position to offer the customer such a trip without additional charge from among those it has on offer. After being informed by A-ROSA Flussschiff GmbH about the price increase, the customer shall be obliged to assert this right without delay.

4.7. A-ROSA Flussschiff GmbH is obliged to pass on price reductions to the customer in accordance with the above.

#### **5. Cancellation by A-ROSA Flussschiff GmbH on grounds of conduct and cancellation of the contract owing to the minimum number of participants not being reached**

5.1. A-ROSA Flussschiff GmbH may terminate the travel contract without notice if, despite warnings from A-ROSA Flussschiff GmbH, the customer/traveller continually causes disturbances or behaves in violation of the contract (danger to life and limb) to such a degree that the immediate cancellation of the contract is justified. This does not apply if the conduct in violation of the contract is based on a violation of the tour operator's information obligations. If A-ROSA Flussschiff GmbH cancels the contract, it retains its claim to the travel price; it must, however, take into account the value of any savings in expenses as well as any benefits that may accrue through alternative utilisation of services not utilised by the person concerned, including any amounts refunded by the respective service providers. In these cases, the staff employed by A-ROSA Flussschiff GmbH and the ship's crew are explicitly authorised to protect the interests of A-ROSA Flussschiff GmbH.

5.2. If the minimum number of participants (110 persons) specified in the catalogue or the booking confirmation is not reached, A-ROSA Flussschiff GmbH may cancel the travel contract up to 35 days prior to the start of the trip. A-ROSA Flussschiff GmbH is obliged to inform the traveller that the precondition for the cancellation of the cruise has been met as

soon as this situation arises and to send him the cancellation declaration without delay. If the trip is not undertaken for this reason, A-ROSA Flussschiff GmbH must refund the customer's payments made towards the travel price without delay, and in any case within 14 days after receipt of the cancellation declaration.

#### **6. Baggage and animals on board vessels operated by A-ROSA Flussschiff GmbH**

Baggage must contain only items for passengers' personal use. In particular, travellers are not permitted to bring drugs, weapons, ammunition or explosive/flammable substances onto the riverboats. In accordance with international agreements, any drug offences will be reported to the local authorities. Animals are not permitted to be taken on board A-ROSA riverboats.

#### **7. Cancellation by the customer before the start of the cruise / cancellation costs**

7.1. The customer may cancel the travel contract at any time before the start of the trip. A cancellation declaration must be sent to A-ROSA Flussschiff GmbH. If the trip was booked through a travel agent, the cancellation declaration may also be sent to this agent. The customer is advised to send the cancellation declaration on a durable medium.

7.2. If the customer cancels before the start of the trip or does not begin the trip, A-ROSA Flussschiff GmbH loses its claim to the travel price. A-ROSA Flussschiff GmbH may instead demand suitable compensation for the travel arrangements made prior to the cancellation and its expenses in accordance with the actual travel price, unless it is responsible for the cancellation or extraordinary circumstances arise at or in the immediate vicinity of the destination that have a significantly adverse effect on the execution of the trip or the transport of persons to the destination.

In the event of cancellation by the customer, a percentage rate of compensation for travel arrangements made and expenses incurred shall become payable, the amount of which depends on the date when the cancellation declaration is received and the expected amount of saved expenses. We therefore recommend that any cancellation declaration be made in writing. The percentage rate of compensation is calculated as follows:

- a) Standard rate: A-ROSA Premium all inclusive rates
- up to 31 days before departure 25 %
  - 30 days or less before departure 40 %
  - 24 days or less before departure 50 %
  - 17 days or less before departure 60 %
  - 10 days or less before departure 80 %
  - 3 days before departure until the day of departure or cancellation on the day of arrival or no-show 90 %

In case of partial cancellation of a child up to 15 years travelling free of charge and accompanied by at least one full-paying adult with parental consent in a double cabin,

A-ROSA Flussschiff GmbH will charge a handling fee of € 100.

b) Special rate: A-ROSA Basic rates

- up to 31 days before departure 35 %
- 30 days or less before departure 50 %
- 24 days or less before departure 60 %
- 17 days or less before departure 75 %
- 10 days or less before departure 85 %
- 3 days before departure until the day of departure or no-show 90 %

c) For additional themed packages with a separate booking code, such as wellness packages, and also for arrival and departure arrangements and extended stays in hotels, the standard rate shall apply (7.2.a.).

7.3. Before the trip begins, the traveller may request, in accordance with Section 651e BGB, that a third party assume his/her rights and obligations arising from the travel contract. Such a declaration shall be deemed timely if A-ROSA Flussschiff receives it seven days before the start of the trip. A-ROSA Flussschiff GmbH may refuse to accept substitution by the third party if he or she does not satisfy the specific travel requirements or if statutory provisions or administrative orders stand in the way of his or her participation. If a third party enters into the contract, that person and the customer shall be jointly and severally liable to A-ROSA Flussschiff GmbH in respect of the travel price and any additional costs arising from such substitution. For the substitution of a passenger, A-ROSA Flussschiff GmbH will charge an additional fee of €50 per person for the cruise only. Costs arising from the substitution in respect of any additional services that may have been booked (flights etc.) will be charged in full to the person making the booking.

7.4. A-ROSA Flussschiff GmbH reserves the right to demand higher, individually calculated compensation in place of the above standard rates insofar as A-ROSA Flussschiff GmbH can prove that it has incurred significantly higher expenses than the applicable standard rate. In this case A-ROSA Flussschiff GmbH is obliged to specifically quantify and prove the amount of compensation demanded, taking into account the expenses saved and the possible alternative utilisation of the travel services.

7.5. The customer reserves the right to prove that the reasonable compensation due to A-ROSA Flussschiff GmbH is significantly lower in amount than the standard rate compensation it demands.

7.6 If A-ROSA Flussschiff GmbH is obliged to reimburse the travel price as a result of a cancellation, the payment must be made without delay, and in any case within 14 days after receipt of the cancellation declaration.

## 8. Changes to bookings

After conclusion of the contract, the customer does not have any entitlement to changes in respect of the date of the cruise, the destination, the place of departure, the accommodation or the means of transport (changes to bookings). If any changes to the booking are nevertheless made at the request

of the customer, A-ROSA Flussschiff GmbH is entitled to make a charge per traveller for changes to the bookings within the periods set out below. This charge is as follows:

8.1. Changes to bookings up to 30 days before the start of the cruise

For changes to bookings up to 30 days before the start of the cruise, the following shall apply:

a) Bookings in the price category A-ROSA Premium all inclusive: first change in booking per person free of charge, for each additional change € 25 per person if the change to the booking is made within A-ROSA Premium all inclusive and it is a firm booking. For changes of bookings from A-ROSA Premium all inclusive to A-ROSA Basic, the charge is € 150 per person.

b) Bookings in the price category A-ROSA Basic:

€ 200 per person if the change to the booking is made within A-ROSA Basic and it is a firm booking.

c) Flight-inclusive bookings: For changes to flight-inclusive bookings the charge specified in 8.1. a)–c) will be increased by € 80 per person.

8.2. Changes to bookings less than 30 days before the start of the cruise. Any desired changes to the bookings by the client which are requested 29 or fewer days before departure can be made, to the extent that they are possible at all, only after the customer has withdrawn from the travel contract under the existing conditions and simultaneously made a new booking. This shall not apply to changes to bookings that give rise to only minor costs.

8.3. Standard charges for administration, cancellation and changes to bookings fall due immediately.

## 9. Unused services

If the customer/traveller does not utilise certain travel services that have been offered in the proper way owing to reasons which are his own responsibility (e.g. his leaving the cruise prematurely or other compelling reasons), he shall not be entitled to claim a refund of a proportional amount of the travel price. A-ROSA Flussschiff GmbH will seek to obtain a refund of the expenses saved by the service provider. This obligation shall not apply if the services in question are of negligible significance.

## 10. The traveller's obligation to provide assistance

10.1. Travel documents

The customer must inform A-ROSA Flussschiff GmbH or the travel agent through which he/she booked the trip if he/she does not receive the necessary travel documents (e.g. flight tickets, hotel voucher) within the period of time set by A-ROSA Flussschiff GmbH.

10.2 Report of deficiencies/request for remedy  
If the trip is not executed free of deficiencies, the traveller may demand redress. The traveller is obliged to notify the tour guide at the holiday destination about the deficiencies

without delay. If there is no tour guide at the holiday destination, any deficiencies in the cruise must be reported to A-ROSA Flussschiff GmbH at its headquarters. The information on how the tour guide and/or A-ROSA Flussschiff GmbH can be contacted will be given in the specification of services provided or, at the latest, along with his travel documents. The tour guide is authorised to take steps to remedy the situation, if possible. However, he or she is not authorised to recognise the customer's claims. Insofar as A-ROSA Flussschiff GmbH is unable to provide remedy due to the culpable failure to report deficiencies, the traveller may not assert abatement claims in accordance with Section 651m BGB or claims for compensation in accordance with Section 651n BGB.

10.3. Notification period prior to cancellation  
If a traveller wishes to terminate the travel contract on account of a travel deficiency of the kind described in Section 651i(2) BGB, if it is significant, in accordance with Section 651l BGB, he/she must grant A-ROSA Flussschiff GmbH a reasonable period to remedy the situation in advance. This does not apply if A-ROSA Flussschiff GmbH refuses to remedy the situation or if a remedy is required immediately.

10.4. Damage to and late arrival of baggage in the case of air travel; specific rules and deadlines

(a) The traveller is advised that any loss of, damage to or late arrival of baggage in connection with air travel must be reported, in accordance with provisions under aviation law, by the traveller at the airport without delay using a property irregularity report ("PIR") provided by the competent airline. Airlines and tour operators may refuse to reimburse customers on the basis of international agreements if the PIR has not been completed. Where baggage has been damaged, the PIR must be submitted within seven days after receipt of the baggage and in the case of late arrival within 21 days.

(b) In addition, the loss, damage or misdirection of baggage must be reported to the tour guide or the local representative of A-ROSA Flussschiff GmbH without delay. This does not release the traveller from the obligation to file a PIR with the airline within the above periods in accordance with a).

## 11. Limitation of liability

11.1 The contractual liability of A-ROSA Flussschiff GmbH for damage – excluding physical injury and culpably caused damage – is limited to three times the travel price. Any potential further claims pursuant to international agreements or legal provisions based on such remain unaffected by the limitation.

11.2 A-ROSA Flussschiff GmbH is not liable for impairments of performance, personal injury or property damage in connection with services for which it has merely acted as an agent (e.g. brokered excursions, sports events, theatre visits, exhibitions) if these services are explicitly specified in the trip advertisement

and the booking confirmation as external services, citing the name and address of the contractual partner providing the service, in such a way that the traveller has been clearly informed that these services are not within the scope of the travel services and have been selected separately. Sections 651b, 651c, 651w and 641y BGB remain unaffected by this. However, A-ROSA Flussschiff GmbH is liable, if and to the extent that the loss or damage incurred by the customer is attributable to A-ROSA Flussschiff GmbH's violation of its obligations in respect of information, explanation or organisation.

11.3. Insofar as A-ROSA Flussschiff GmbH is the contractual or performing carrier as regards the trip, or is deemed to be such in accordance with statutory provisions, A-ROSA Flussschiff GmbH is also liable in the case of compensation claims for personal injury or damage to baggage under specific statutory regulations (in particular Sections 538 et seqq. of the German Commercial Code [HGB]).

### **12. Assertion of claims: Addressee, information on consumer dispute resolution**

#### **12.1. Reporting deficiencies**

a) The customer/traveller must assert claims pursuant to Section 651i(3) no. 2, 4 - 7 BGB against the tour operator. Claims can also be asserted through the travel agent if the package holiday was booked through said travel agent. It is advisable to assert claims on a durable medium.

12.2. The period resulting from 12.1. also applies to the notification of damage to baggage or delays in delivering baggage in connection with flights as set out in 10.4. if warranty rights (Sections 651c(3), 651d, 651e(3,4) BGB) are asserted. Claims for damages must be reported within 7 days in case of damaged baggage. Claims for damages due to late arrival of the baggage must be made within 21 days after delivery.

12.3. Abatement claims and claims for compensation should only be asserted against A-ROSA Flussschiff GmbH at the following address: A-ROSA Flussschiff GmbH, Loggerweg 5, 18055 Rostock, Germany. The customer is strongly encouraged to assert claims in writing.

12.4 A-ROSA Flussschiff GmbH emphasises in relation to the Act on consumer dispute resolution that it does not participate in voluntary consumer dispute resolution. If consumer dispute resolution becomes mandatory for tour operators after these Terms and Conditions of Travel are printed, A-ROSA Flussschiff GmbH shall inform the customer of this in a suitable form. For all travel contracts concluded in electronic business transactions, A-ROSA Flussschiff GmbH refers to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/>.

### **13. Passport, Visa and Health regulations**

13.1 Every traveller on A-ROSA river cruise liners must carry a valid identity card or passport. All children (from the time of their birth) must have their own travel document for travel abroad (see Entry Regulations on page 54).

13.2. A-ROSA Flussschiff GmbH will inform nationals of Member States of the European Community in which the cruise is offered about the relevant passport, visa and health regulations before the contract is concluded and about any changes to these regulations before departure. For nationals of other states the appropriate consulate will provide information. In providing this information, it is assumed that there are no peculiarities relating to the person of the customer and any fellow travellers (e.g. dual citizenship, statelessness).

13.3. A-ROSA Flussschiff GmbH will inform the customer about any changes to the regulations set out in the cruise description before the contract is concluded.

13.4. The customer is responsible for obtaining and carrying the officially required travel documents, for any necessary vaccinations and for adherence to customs and foreign currency regulations. Any disadvantages which arise as a result of non-adherence to these regulations, e.g. the payment of cancellation costs, will be charged to the customer. This does not apply if A-ROSA Flussschiff GmbH failed to provide information or the information provided was insufficient or incorrect.

13.5. The customer must provide A-ROSA Flussschiff GmbH all personal data (manifest data) required for the cruise six weeks before the start of the cruise at the latest and must ensure that the manifest data conform to the data in the travel documents. When booking from six weeks before the start of the cruise, the manifest data must be provided immediately.

13.6. A-ROSA Flussschiff GmbH is not liable for the timely issue and delivery of any necessary visas by the respective diplomatic mission if the customer has requested the tour operator to obtain such visas unless it has culpably violated its own obligations.

### **14. Assignment, validity of terms and conditions**

14.1. Without the consent of A-ROSA Flussschiff GmbH, the customer cannot transfer (assign) claims against A-ROSA Flussschiff GmbH to third parties in part or in whole. This does not apply between the customer and relatives travelling with him/her or people for whom the customer has assumed an obligation in accordance with 1.6.

14.2. These Terms and Conditions of Travel and all information in the A-ROSA catalogue 2020 are correct and up to date as of March 2019. They apply to all trips in the A-ROSA catalogue 2020 with A-ROSA Flussschiff GmbH and replace any previous versions or editions relating to A-ROSA trips.

### **15. Applicable law and jurisdiction**

15.1 German law applies exclusively to the contractual relationship between the customer and A-ROSA Flussschiff GmbH. Insofar as German law is fundamentally not applicable to actions brought by the customer against A-ROSA Flussschiff GmbH abroad for the liability of A-ROSA Flussschiff GmbH, German law shall apply exclusively with regard to the legal consequences, especially in relation to the nature, scope and amount of the customer's claims.

15.2 Customers may only bring action against A-ROSA Flussschiff GmbH at its registered office in Rostock. For action brought by A-ROSA Flussschiff GmbH against customers, the customer's place of residence is decisive. Rostock is agreed as the place of jurisdiction for action brought against customers who are merchants, legal entities under public or private law or persons whose place of residence or usual abode is abroad or whose place of residence or usual abode is unknown at the time the action is filed.

15.3 The above provisions do not apply

a) if and insofar as the contractually mandatory provisions of international agreements applicable to this contractual relationship provide otherwise in favour of the customer, or

b) if and insofar as mandatory provisions of an EU Member State where the customer is a citizen that are applicable to the travel contract are more favourable for the customer than these provisions or the corresponding provisions under German law.

### **16. Duty to provide information about the identity of the performing airline**

The EU directive concerning the information of flight passengers about the identity of the performing airline obliges A-ROSA Flussschiff GmbH to inform the customer at the time of booking about the identity of the performing airlines with regard to all flight services in connection with the cruise booked. If the performing airline has not been decided upon at the time of booking, A-ROSA Flussschiff GmbH is obliged to inform the customer about the airline or airlines which will probably perform the flight. As soon as A-ROSA Flussschiff GmbH knows which airline will perform the flight, it must inform the customer. If the airline that the customer has been told will perform the flight changes, A-ROSA Flussschiff GmbH must inform the customer about this change. It must immediately take all reasonable steps to ensure that the customer is informed as quickly as possible about the change. The list of airlines banned within the EU ("Black List") can be viewed at the following internet page: [http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_de.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_de.htm).