

TERMS AND CONDITIONS OF CARRIAGE
of Polish Baltic Shipping Co., Kołobrzeg
(constituting integral part of the Passenger Contract of Carriage)

PASSENGERS ARE BOUND TO READ THE STANDARD TERMS AND CONDITIONS OF CARRIAGE FOR PASSENGERS, THEIR LUGGAGE, AND ACCOMPANIED VEHICLES BY FERRIES. THESE CONDITIONS CONSTITUTE INTEGRAL PART OF THE CONTRACT OF CARRIAGE CONCLUDED BETWEEN THE PASSENGER AND POLISH BALTIC SHIPPING CO. HEREINAFTER CALLED THE CARRIER.

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1.1. The liability of the Carrier to the Passenger and their luggage are set out in the terms of the Athens Convention 1974 governing the carriage of passengers and their luggage by sea (hereinafter called "the Convention").

1.2. The Carrier and their Agents shall be entitled to the benefit of all limitations, rights and immunities conferred by the Convention governing the carriage of passengers and their luggage by sea, limiting the Carrier's liability for death or personal injury (art.7), loss and/or damage to luggage including vehicles (art. 8) and making special provision for valuables (art. 5).

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2.1. It is agreed that all relations between the Carrier and the Passenger shall in every possible contingency be subject to these conditions only.

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3.1. By concluding the Contract of Carriage of passengers, their luggage, and accompanied vehicles the Carrier undertakes to carry the Passenger and their luggage by sea against payment. The services of carriage are sold by Sea Travel Agencies – Polferries, Ferry Terminals and authorised Travel Agencies.

3.2. It is recommended that a reservation of all types of carriage should be made no later than 24 hours before the scheduled departure. Special offers are conditional upon earlier reservation.

3.3. Carriage is sold for a specified date of voyage only.

3.4. The Passenger confirms their choice of carriage by paying passage money.

3.5. The Carrier may entrust the execution of the Contract either in part or in full to another carrier.

3.6. The Carrier shall not be liable for damage resulting from delay in the carriage of the Passenger and their luggage, unless it is caused wilfully on the part of the Carrier.

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4.1. The person making a booking is bound to give the Carrier the names of passengers at the time of booking. The name of the passenger shown on the documents of carriage must be the same as shown on their passport or other identification documents. The Carrier shall refuse carriage to a person who is not registered in the computer sale and booking system. Final personal details must be given no later than 24 hours prior to the scheduled departure.

4.2. A passenger ticket is in a digital (electronic) form in the booking computer system as used by the Carrier. The Carrier or the Carrier's Agent informs the passenger on the ticket number or at the Passenger's request prints the ticket generated by the computer booking system. A passenger ticket constitutes the proof of concluding the contract of carriage and paying passage money.

4.3. The Passenger is bound to remember the ticket number given to them at the time of purchase and to give the number at the check-in at the Ferry Terminal. The Passenger should not disclose the ticket number to parties other than a passenger. The Carrier shall not be held liable for improper disclosure of the ticket number to parties other than a passenger by the person purchasing a ticket.

4.4. The passenger ticket is non-negotiable (entitles to carry only a passenger/passengers) whose personal details are shown on the ticket).

4.5. The Passenger may not transfer the non-negotiable passenger ticket to third parties.

4.6. Carriage of animals is subject to separate regulations and extra passage money.

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5.1. Unless provided otherwise by terms of special offers, the passenger ticket is valid 6 months from the date of issue. The date of voyage may be changed provided, however, such change is registered in the computer sale and booking system no later than 24 hours before the scheduled departure. Failure to do so results cancellation of service and no refund shall be made.

5.2. Each and every alteration in the booking results in a correction of the earlier passage money paid down to zero and a sale of a new service at exchange rate in force and effect on the date of correction.

5.3. In case a whole cabin is booked a passenger shall pay for all berths even in case there are fewer passengers than there are berths.

5.4. A passenger may cancel the service of carriage either in whole or in part retaining their right to a refund of passage money paid in part provided, however, the cancellation is registered in the sale and booking computer system no later than 24 hours before the scheduled departure. Said refund shall be subject to a 25% cancellation fee on passage money net of VAT. Later cancellation or non-arrival for check-in at the time prescribed shall not constitute the ground for refund of the passage money paid.

5.5. In case sale was made against a VAT invoice, the refund shall be made at the place the VAT invoice was issued only, while the remaining sale (receipt) the refund can be made at the place of purchase of the service of carriage, at Sea Travel Agency, at Ferry Terminals or at the Head Office.

5.6. No refunds are made on board.

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6.1. The liability Carrier extends only throughout the duration of the carriage of the Passenger and their luggage on board the vessel operated by the Carrier.

6.2. The Carrier shall not be liable for any services or facilities before the embarkation when on board or ashore, as well as after the disembarkation.

6.3. The Carrier shall not be liable for delayed arrivals / departures of ferries, cancelled voyages or calls at ports other than scheduled due to technical problems or force majeure i.e. adverse weather conditions or other circumstances beyond the Carrier's control.

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7.1. Information on the time of passport clearance as well as embarkation is given next to the timetables and prices for each line. The Passenger is under the obligation to arrive on board prior to departure (leaving the port) otherwise the passage money will be lost and all and any expenses arising thereunder will be on the Passenger's account.

7.2. At the time of embarkation the Passenger is bound to present a valid ticket showing the proper date and voyage as well as valid documents necessary for crossing the border, and in case of a return trip, re-entry.

7.3. The Passenger is bound to comply with the vessel's regulations and to follow all orders, both permanent and emergency, by the Master and authorised crew. The Passenger may be detained in a separate space should they disrupt order or jeopardise the safety of the vessel.

7.4. The Carrier is entitled to refuse to allow the Passenger despite passage money being paid, who by their conduct may disrupt order.

7.5. The Passenger shall cover the costs of damage suffered as a result of their conduct during the voyage by ferry.

7.6. The Carrier is entitled to refuse carriage to the Passenger who has not given a valid number, whose name is not on the ticket or who does not hold the required documents.

7.7. The Carrier has the right to refuse to carry a person should their age, physical or mental condition may raise doubts as to ensure a safe carriage by sea.

7.8. At the Ferry Terminal the Passenger is given a boarding card against identification card and a ticket number. The boarding card should be held throughout the voyage and while using facilities paid for while concluding the contract of carriage (e.g. cabin). A Passenger not holding a valid boarding card shall be refused embarkation and the Carrier shall not be held liable for the results of such refusal.

7.9. Passenger under 17 may only travel while accompanied by an adult. Children up to 7 may share berth in a cabin with their guardian.

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8.1. Charges for services and extra facilities beyond the carriage by vessel operated by the Carrier, as well as other charges imposed by the government or port authorities are borne by the Passenger, and in case same are borne by the Carrier, the Carrier shall be entitled to recover same from the Passenger.

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9.1. The Passenger who by their fault has been detained by authorities at the port of destination is not entitled to claim from the Carrier the refund of the passage money or the costs of maintenance and they shall be liable to the Carrier for all costs incurred by such detention.

9.2. In case immigration authorities issue a decision preventing the passenger from landing in the country of destination (visa considerations or other) the Passenger is bound to cover the costs of return voyage.

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10.1. A driver of a car shall hold, apart from a driving licence and the original of a car registration card, also a car insurance policy, international motor insurance card (the so called Green Card) as well as the marking of the country of car registration. By virtue of the regulations of the EU citizens of the EU countries are exempt from the obligation to hold a Green Card.

10.2. During the voyage passengers are not allowed to stay in their car or on car deck. The car should be left in gear, handbrake pulled up, wheels straight on, and be properly locked to protect it against access by third parties.

10.3. Carriage of petrol in petrol cans or other containers, gas filled cylinders or other goods of dangerous or obnoxious nature to persons or the vessel is strictly prohibited.

10.4. The passenger is fully liable for any consequences arising from the fact of violating the prohibition as described in the preceding clause.

10.5. The order of loading cars as well as their distribution on board is at the sole discretion of the cargo officer.

10.6. Smoking on board is prohibited except for assigned spaces.

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11.1 The Carrier shall be liable for the damage suffered as a result of the death or of personal injury to the Passenger, and the loss of or damage to luggage if the incident which caused the damage so suffered occurred in the course of the carriage and was due to the fault or negligence of the Carrier, his Servants or Agents acting within the scope of their employment. The burden of evidence that the incident which caused the damage occurred in the course of carriage, the fault of the Carrier as well as the damage and its amount shall be on the injured.

11.2 The liability of the Carrier for death or personal injury to a Passenger shall in no case exceed 46,666 SDR's per carriage. When in accordance with the law of the court sized of the case damages are awarded in the form of periodical income payments, the equivalent capital value of those payments shall not exceed said limit.

11.3. The liability of the Carrier for loss of or damage to cabin luggage shall in no case exceed 833 SDR's per passenger, per carriage.

11.4. The liability of the Carrier for the loss of or damage to vehicles including all luggage carried in the vehicle shall in no case exceed 3,333 SDR's per vehicle, per carriage.

11.5. The liability of the Carrier for the loss of or damage to luggage other than that mentioned under 11.3 and 11.4 shall not exceed 1,200 SDR's per Passenger, per carriage.

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12.1 The Carrier shall not be liable for the loss of or damage to money, securities, works of art or other valuables, except where such valuables have been deposited with the Carrier for the agreed purpose of safe-keeping in which case the Carrier shall be liable up to 1,200 SDR's unless a higher limit was agreed.

12.2. Passenger pays 1 per cent charge on the declared value.

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13.1. In case of personal injury the Passenger shall notify the Carrier without undue delay as soon as possible on the incident which caused same. Moreover the Passenger shall be under the obligation to make a claim against the Carrier in writing latest within 15 days from disembarkation. It is assumed that the Passenger who did not meet the obligations as above completed the voyage in good state of health.

13.2. No action for damages for the death of or personal injury to the Passenger shall be brought against the Carrier otherwise than in accordance with the Athens Convention.

13.3. Any action for damages arising out of the death of or personal injury to the passenger or for the loss or damage to luggage shall be time barred after a period of two years.

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14.1. A passenger is entitled to carry a hand luggage up to 50 kg without excess charge. Luggage in excess of 50 kg shall be considered cargo and carried subject to a document of carriage upon the payment of freight calculated according to freight tariff in force and effect for respective line. The passenger is liable to inform the Carrier about luggage / personal effects exceeding the above

limit. The Carrier reserves the right to refuse or to consider cargo subject to freight all luggage carried in breach of these conditions. The Carrier shall not be held liable for damage suffered as a result of breach of these conditions by a passenger.

14.2. The Carrier, their representative offices and the crew shall not be held liable for luggage lost or damaged.

14.3. The Carrier shall have the right of lien on luggage until it is released to the Passenger to secure claims arising out of the Contract of Carriage. The Carrier may withhold the luggage until their claims have been satisfied or secured to the satisfaction of the Carrier.

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15.1. Provisions of respective time table in force are incorporated in the Passenger Contract of Carriage. In case of conflict the provisions of these Conditions shall prevail.

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16.1 Any action arising under the Athens Convention shall, at the option of the claimant, be brought before one of the courts listed below, provided that the court is located in a State Party to this Convention:

- Sąd Rejonowy (District Court) in Kołobrzeg or Sąd Okręgowy (Regional Court) in Koszalin
- the court of the place of departure or destination named in the Passenger Contract of Carriage
- the court of the State of the domicile or permanent residence of the claimant, if the defendant has a place of business in that State and is subject to jurisdiction in that State
- the court of the State where the Passenger Contract of Carriage was made, if the defendant has a place of business in that State and is subject to the jurisdiction of that State.

SDR: the Unit of Account – Special Drawing Right as defined by the International Monetary Fund.

Kołobrzeg, April 2007