

Pilot boat
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Scheduled date:
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From:
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To:
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Person (First name and last name/date of birth) or piece(s) of cargo, as applicable:

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The **Terms and Conditions of Carriage** of Lotsbetrieb GmbH Mecklenburg-Vorpommern (hereinafter "Operator") below apply to the carriage of persons as well as luggage and pieces of cargo with pilot boats. Upon embarking or handing over the luggage and pieces of cargo, the customer expressly acknowledges these Terms and Conditions of Carriage as an integral part of the contract of carriage, and agrees to be bound thereby.

Art. 1 Any entitlement to the carriage of persons and the pieces of cargo applies only to the specified trip and only to the extent that in the Operator's or the master's discretion there is space available taking general safety regulations into account. The service will be charged according to latest conditions-

Art. 2 The Operator expressly reserves the right to make changes to the scheduled trip, to cancel trips, to switch boats, and to make any other changes to the planned trip due to inclement weather, for technical reasons, due to pilot transfers, or any other reasons beyond the Operator's control.

Art. 3 Excluded from carriage are persons who, in the judgement of the master or any of the Operator's officers are incapable of traveling due to illness, affliction, drunkenness or for any other reason, or are unable to disembark or board the boat on their own and without help, including with the use of pilot ladders.

Art. 4 Passengers must ensure on their own that they are in compliance with all laws and regulations in connection with the trip (such as customs regulations).

Art. 5 The Operator's liability for loss of, or damage to, pieces of cargo and luggage, the late delivery of luggage or the death of a passenger is solely governed by the provisions of the German Commercial Code [*Handelsgesetzbuch*; "HGB"]. This may result in considerable exclusions and limitations of liability.

Art. 6 The Operator's right to limit its overall liability in accordance with Sec. 611 HGB for any and all claims arising from the same event shall remain unaffected.

Art. 7. If any of the assistants or agents of the Operator are held liable for damages, they may invoke the objections and limitations of liability applicable to the Operator if they acted in the performance of their duties.

Art. 8 Passengers must notify the Operator or any of the Operator's agents in writing, in full detail, of any externally recognizable damage to the pieces of cargo and the luggage, without delay but no later than upon disembarkation or receipt, as the case may be. In case of damage not externally recognizable or any loss of luggage, such notice must be received by the Operator no later than on the 15<sup>th</sup> day after disembarkation.

Art. 9.1 Rostock is the place of jurisdiction for all claims related to the carriage and the contract of carriage, including any claims resulting from tort, regardless of whether asserted against the Operator or its servants or vicarious agents [*Erfüllungs- / Verrichtungsgehilfen*].

Art. 9.2 Should any of the provisions of these Terms and conditions of Carriage have become invalid or have not become an integral part of the contract of carriage, the remainder hereof shall not be affected thereby. In all other respects, the statutory provisions apply.

Place, date:

Signature

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