

HURTIGRUTEN

TERMS AND CONDITIONS

This document is issued by Hurtigruten ASA to, and accepted by, the passenger subject to the important terms and conditions which appear below. Please read all the provisions carefully as they contain important limitations on the rights of passengers to assert claims against Hurtigruten ASA, Hurtigruten Inc. (also doing business as "Hurtigruten"), its agents, employees and the vessel.

THE TERMS AND CONDITIONS OF THIS TICKET APPLY TO THE SEA PASSAGE AS WELL AS TO ALL OTHER PRODUCTS OR SERVICES OF ANY KIND WHATSOEVER PROVIDED FOR OR ARRANGED BY HURTIGRUTEN ASA OR BY HURTIGRUTEN INC., THEIR AGENTS OR INDEPENDENT CONTRACTORS. THE TERMS AND CONDITIONS REPRESENT THE ENTIRE AGREEMENT AND A BINDING CONTRACT BETWEEN HURTIGRUTEN ASA (AND HURTIGRUTEN INC.) AND THE PASSENGER. THE PASSENGER'S ACCEPTANCE OF THIS TICKET CONSTITUTES THE PASSENGER'S CONSENT TO THESE PROVISIONS. THESE PROVISIONS SUPERSEDE ANY ORAL OR WRITTEN REPRESENTATIONS. ANY CHANGE IN THESE PROVISIONS MUST BE IN WRITING SIGNED BY THE PRESIDENT OF HURTIGRUTEN ASA OR BY THE PRESIDENT OF HURTIGRUTEN INC.

In consideration of the receipt of full fare, Hurtigruten ASA agrees to transport the passenger on the following terms and conditions:

1. Responsibility of Hurtigruten Inc.

A. Hurtigruten Inc. ("HI") acts only as a sales agent on behalf of its principal, Hurtigruten ASA ("Company"). As a result, HI, although a party to this Ticket Contract, is not responsible nor is it liable for any circumstance whatsoever arising in connection with services rendered to the passenger except for loss or injury that arises out of HI's gross negligence or willful misconduct.

B. The transport of passengers and baggage on the ships is provided solely by the Company under the terms and conditions of this ticket.

2. Fares

The fare set forth in this ticket is stated in U.S. dollars, is per person based on double occupancy and does not include land arrangements or services, unless otherwise expressly agreed in writing by the Company or HI. The fare does not include items of a personal nature, including but not limited to, laundry, liquor, beer or wines. The fare, taxes and surcharges are subject to change without notice up to twenty days prior to the scheduled embarkation date. The Company reserves the right to collect the fare in effect at the time, and as a condition, of embarkation.

3. Cancellations and Refunds Prior to Embarkation

Requests for cancellation must be made in writing to HI. If the request is received more than seventy (70) days prior to the scheduled departure date, a full refund of deposit, less a \$50 per person handling fee, shall be made. Thereafter the following cancellation fees shall apply:

- 69–40 days prior to the scheduled departure date: 25% of the total trip cost
- 39–22 days prior to the scheduled departure date: 50% of the total trip cost

- 21–15 days prior to the scheduled departure date: 75% of the total trip cost

- 14 days or fewer prior to the scheduled departure date: no refund.

The foregoing schedule will apply notwithstanding that the Company or HI is able to rebook the cabin in question. The passenger must submit a claim for refund, in writing, within twenty days of the actual termination date of the voyage in question, failing which the refund claim shall be barred.

4. Baggage and Other Possessions

A. Each passenger may bring aboard the ship a reasonable amount of clothing and personal effects without charge, subject to airline restrictions. Under no circumstances may dangerous or illegal articles such as firearms, knives, explosives, fireworks, liquid oxygen, combustible or corrosive substances or illegally possessed drugs be taken aboard the ship.

B. Pets and other animals, except for service animals as further described in these Terms and Conditions, are not allowed on board the ship.

5. Fitness to Travel

A. The passenger warrants that he and those traveling with him are each physically fit to travel at the time of embarkation. The passenger is required to notify HI in writing prior to the time of booking of any physical disability or medical condition which may require special assistance during the voyage. Such conditions include but are not limited to those primarily confined to wheelchairs or scooters or who use service animals.

B. The Company and HI strongly recommend that those passengers with physical disabilities or medical conditions which may require special assistance before, during or after the voyage be accompanied by someone who is able to assist both ashore and at sea as the Company is unable to offer special assistance. If one or more ports of calls are anchorage ports, physical conditions may prevent those passengers from going ashore. This decision will be made by the Captain of the ship or his designee and shall be in his sole discretion and shall not be open to challenge at the time or afterwards.

C. At the time of embarkation, the passenger is responsible for having received all medical inoculations necessary for the trip and having, in his or her possession, the ticket, valid passport, visas and other documents that are necessary for the scheduled ports of call and disembarkation.

6. Non-Liability for Medical Treatment

A. Notwithstanding that a doctor or a nurse may be on board the ship, neither the Company nor HI undertakes to treat or care for the passenger medically. The doctor and the nurse, even if designated officers of the ship, are not agents or employees of the Company or HI but rather are independent contractors. Neither the Company nor HI shall be liable for any aspect of medical treatment provided to the passenger, including, but not limited to, the consequences of any examination, advice, diagnosis, treatment, prognosis or other services which such doctor or nurse may furnish the passenger. It may be necessary for the passenger to obtain shore side medical service during or after the passage in countries other than the United States in which a different standard of medical care applies than to which the passenger may be accustomed.

Neither the Company nor HI makes any warranty as to the quality of any such medical services.

B. The passenger hereby consents to treatment by the ship's doctor or other medical personnel, if any, or by a physician designated by the Company or HI, if after embarkation the passenger is unable to request or authorize such treatment and in the opinion of the ship's medical personnel the passenger needs medical attention.

C. The passenger shall be charged for, and shall pay for, medical services and for medication and supplies used for his or her medical treatment. The passenger shall also be responsible for the payment of any medical expenses incurred ashore.

7. Refusal to Transport

The Captain of the ship, without liability, at any time, may refuse to transport or may land any passenger at any port or place, or transfer the passenger to other means of transportation, because of health or physical conditions, mental disorder, failure to abide by ship's regulations or any other causes of whatsoever nature rendering the passenger unfit to travel. The Captain's decision shall be in his sole discretion and shall not be open to challenge at the time or afterwards.

8. Independent Contractors

A. The passenger acknowledges that all shore excursions, tours, airline flights, ground transportation and hotels are either operated by or are independent contractors. Even though the Company and HI shall be entitled to collect a fee for such services, neither the Company nor HI supervises or controls their actions, or makes any representation either express or implied as to their suitability or competence. The Company and HI, in arranging such services, does so only as a convenience for the passenger and the passengers are free to use or not to use those services. Neither the Company nor HI assumes any responsibility, guarantees performance or shall be liable for any negligent, gross negligent or intentional acts or omissions, loss, damage, injury or delay to the passenger or the passenger's baggage in connection with such services.

B. The fees for or costs of shore excursions, tours, airline flights, ground transportation, hotels or any other services that are ordered by the passenger but are not used by the passenger are neither refundable or exchangeable.

9. Changes in Itinerary

The Company reserves the right, at its sole option and discretion and that of the Captain of the ship to deviate from the ship's scheduled itinerary, to delay, advance or cancel any sailing, to omit or change ports of call, to arrange for substantially equivalent transportation by any vessel, to cause the passenger to disembark from the ship temporarily or permanently, to tow or be towed or assist vessels, or to perform any similar act which, in the Company's or the Captain's sole judgment and discretion, is justified for any reason. If the deviation is minor, of a kind that the passenger should have anticipated occasionally occurring or the occurrence of which is beyond the reasonable control of the Company and HI, then the Company shall have no obligation to pay a refund to the passenger. Otherwise, the Company shall provide a refund commensurate with the portion of the trip that did not take place.

10. Payment by the Passenger and Other Expenses

All charges for services and products provided on board the ship must be settled in cash (in currency acceptable to the Company and HI), travelers checks, or a credit card (acceptable to the Company or HI) before the passenger's final disembarkation from the ship. Any other expenses incurred by the passenger or by the Company, or HI, on behalf of the passenger, shall be payable by the passenger on demand.

11. Force Majeure

A. Neither the Company nor HI shall be liable in any way to the passenger for death, injury, illness, damage, delay or other loss or detriment to the person or property or the Company's (or HI's) failure to perform any of its obligations under this Ticket Contract caused by Act of God, war or warlike operations, terrorist activities, civil commotions, labor difficulties, whether or not the Company (or HI) is a party, interference by authorities, requisitions of the ship, political disturbance, inability to secure or failure of supplies, perils of the sea, collisions, breakdown of machinery, foundering of the ship, fire or any other cause of whatsoever nature beyond the reasonable control of the Company and HI ("force majeure events").

B. If as the result of a force majeure event (as defined in paragraph [A] above) proceeding to, attempting to enter, or entering or remaining at a port may expose the ship to risk or loss or damage or be likely to delay it, the passenger and his or her baggage may be landed at any port or place at which the ship may be or call, at which time the responsibility of the Company and HI shall cease and this contract shall be deemed to have been fully performed. It shall be in the ship's Captain's sole discretion to determine whether such an action is justified. If the passenger has not embarked, the Company may cancel the proposed voyage and refund the sea passage portion of the ticket paid in advance by the passenger.

12. Compliance with Rules

The passenger agrees, during the course of the voyage to follow the directions of the ship's Captain or his authorized representatives. The passenger further agrees not to solicit anyone on board for any commercial, professional or charitable purposes. The passenger agrees that any violation of this provision may subject the passenger to disembarkation.

13. Choice of Law and Jurisdiction

A. Any disputes and matters of whatsoever nature between the passenger and the Company and HI shall be governed by Norwegian law. Such disputes and matters shall be litigated in and before a court of law in the city of Bergen, Norway.

B. The transport of passengers, baggage and vehicles is subject to the provisions of the Act. no. 39 of 24 June 1994 Norwegian Maritime Code, as amended, ("Norwegian Maritime Code") and package tours are subject to the provisions of the Act no. 57 of 25 August 1995 Relating to Package Tours ("The Package Tours Act"). Copies of the Norwegian Maritime Code and The Package Tours Act, in the Norwegian and in the English language, are on file with the Company and with HI. Copies are available upon written request. In case of conflict between the Terms and Conditions of this Ticket Contract and the Norwegian Maritime Code

or the Package Tours Act, these Terms and Conditions shall take precedence.

14. Liability for Passengers and Luggage

A. Liability for Passengers and Luggage—The Company agrees to indemnify a passenger against loss suffered due to death or personal injury or loss of or damage to a passenger's luggage occurring during the carriage and occasioned by the fault or negligence of the Company or its agents. The same applies to loss suffered due to delay in the carriage of passengers and to delay in the carriage or delivery of luggage.

Neither the Company nor HI shall be liable for money, securities and other valuables such as gold, silver, jewels, watches, ornaments, securities, financial instruments and works of art, unless the Company has received them for safekeeping. The burden of proof lies on the claimant as to the extent of the loss and as to the event having occurred during the carriage.

In the case of loss due to personal injury or to damage to cabin luggage the burden of proof also lies on the claimant that there was clearly fault or negligence for which the Company is liable.

B. Exceptions—The Company is not liable under the provisions of paragraph (A) in the following eventualities:

1) For personal injury suffered before the passenger embarks or after the passenger has landed, unless it occurs during a sea passage between ship and land which is included in the price of the ticket or in connection with transportation provided by the Company.

2) For cabin luggage before it is brought on board or after it is taken ashore, except during a sea passage as in (1) above or during the time the Company has possession of the luggage while the passenger is on the quay or at the terminal or at another installation in the port.

3) If it is agreed or clearly understood that a certain part of the carriage shall be undertaken by a named sub-carrier, the Company will not be liable for loss occasioned by an event occurring while the goods are in the care of the sub-carrier. The above also applies to claims against the Company which are not based on the contract of carriage.

C. Limitation of the Company's Liability—Liability for personal injury or loss of life shall not exceed SDR 400,000 per passenger. Liability for delay to a passenger's journey shall not exceed SDR 4,150. Liability for losses suffered as a result of loss of, or damage or delay to, luggage shall not exceed:

1) SDR 1,800 per passenger for losses relating to cabin luggage.

2) SDR 6,750 per passenger for losses relating to valuables received for safekeeping.

3) SDR 2,700 per passenger for losses relating to any other luggage.

The sums stated above apply to each voyage. Higher limits of liability may be agreed in writing between passenger and the Company. The exceptions to and limitations of the Company's liability apply even when the claim is not based on the contract of carriage. These exceptions and limitations apply similarly if the claim is made against one of the Company's agents and those concerned prove that they acted in that capacity or in fulfillment of the contract.

The term "SDR" is an acronym that stands for "Special Drawing Rights" which are defined by The International Monetary Fund. The value of one SDR is given in daily listings of currency exchange rates.

D. Excess—The Company has the right to deduct not more than the following sums from any loss arising:

1) SDR 20 per passenger in the event of loss of or damage to luggage.

2) SDR 20 per passenger in the event of loss occasioned by delay.

3) SDR 150 per passenger in the case of damage to a vehicle.

Deduction shall be made before limitation of liability takes place pursuant to paragraph (C) above.

15. Time Bars

A. Any incident or accident resulting in personal injury or loss of life must be reported immediately to a ship's officer. If legal proceedings have not been filed by the passenger or his estate for personal injury or loss of life within two years from the date on which the passenger disembarked or should have been disembarked, the claim against the Company (and HI) shall be time-barred. If the passenger's death occurs after disembarkation, legal proceedings must be filed within two years from the date of death but, in any event, shall be filed no more than three years from the date of disembarkation, failing which the claim against the Company (and HI) shall be time-barred.

B. Any damage to or loss of luggage must be reported immediately to a ship's officer or other Company representative. If legal proceedings have not been filed by the passenger for damage to or loss of luggage within two years from the date on which the passenger disembarked or should have disembarked, the claim against the Company (and HI) shall be time-barred.

C. For all claims for which time bars are not expressly stated in the Norwegian Maritime Code (see Section 13[B] above), if legal proceedings have not been filed as to such claims within one year from the date on which the passenger disembarked or should have disembarked, the claim against the Company (and HI) shall be time-barred.

16. Travel Protection

Hurtigruten ASA is bonded by the Reisesgarantifondet.

17. Interpretation

A. Should any provision of the Terms and Conditions be invalid by virtue of the law of any jurisdiction including but not limited to the Norwegian Maritime Code and The Package Tours Act (see Section 13 B above) or so held by a court of competent jurisdiction, such provision shall be deemed to have been severed from the Terms and Conditions and of no force and effect and all remaining provisions in the Terms and Conditions shall continue to be in full force and effect.

B. The headings of the sections in the Terms and Conditions are for convenience of reference only and shall not define or limit any of the Terms and Conditions.

C. Whenever the context so requires, references to the male gender shall include references to the female and references to the single shall include the plural and vice versa.