

MARITIME CONDITIONS OF CARRIAGE

Updated on 19 December 2024

Important notice: These Maritime Conditions of Carriage govern the relationship between Compagnie du Ponant (or CDP as defined below) in its capacity as Carrier (as defined below), and the Passenger (as defined below) who participates in a Cruise (as defined below) on a Ship (as defined below) operated by CDP.

Please read these conditions carefully.

We would particularly like to draw the Passenger's attention to the Carrier's rights to exclude and limit its liability, as well as to the provisions of article 7 below, which set out the time limits and conditions for submitting a claim and initiating proceedings against the Carrier.

By boarding the Ship, the Passenger irrevocably and unconditionally accepts all these conditions. Where permitted by law, representatives and agents on land and at sea, as well as any person involved in the provision of the service by the Carrier, may enforce and benefit from these terms against the Passenger. If one of the provisions herein is in breach of a mandatory statutory provision, the said provision will be considered null and void, without this nullity affecting the other stipulations.

The maritime carriage provided by the Carrier for the benefit of the Passenger starts when the Passenger embarks on the Ship at the port of departure mentioned on the Travel Schedule (as defined below) and ends when the Passenger has disembarked at the port of arrival mentioned on the Travel Schedule or at any other port deemed to be the port of arrival or when the Cruise ends.

1 – Definition

“Carrier”: Compagnie du Ponant, as defined above.

“Compagnie du Ponant” or “CDP”: Compagnie du Ponant, a simplified joint stock company with a sole shareholder, whose registered office is located at 408 Avenue du Prado 13008, Marseille, France, registered in the Marseille Trade and Companies Register under number 344 497 011.

“Contract”: Written document setting out the respective duties of CDP and the Passenger in the context of the booking of the package.

“Cruise”: The services (or tourist package) provided to the Passenger during maritime transport pursuant to the Contract signed between the Passenger and the Cruise Organiser or the Retailer.

“Cruise Organiser”: CDP, in its capacity as the legal entity which organises the cruise provided to the Passenger, whose full contact details appear on the Contract, and which undertakes to have the Passenger transported by the Carrier and to provide him with the services mentioned on the Travel Schedule.

“Cruise Passenger”: Any person whose name and contact details appear on the Contract, entering into the Contract and/or benefiting from the travel services provided for in the Contract.

“Conditions of Carriage”: The present document which contains the terms and conditions under which the Carrier undertakes to carry the Passenger between the ports mentioned on the Travel Schedule.

“Itinerary”: The itinerary of the Cruise as set out in the Travel Schedule.

“Passage Period”: The period (i) during which the Passenger is on board the Ship during the carriage as that term is defined in the Athens Convention, and (ii) which starts when the Passenger embarks on the Ship at the

port of departure specified in the Travel Schedule and ends at the port of arrival when the Passenger has disembarked at the port of arrival specified in the Travel Schedule.

“Passenger” or “Passengers”: Passenger benefiting from maritime transport services provided by the Carrier.

“Retailer”: The natural or legal person who has sold the services included in the Contract directly to the Passengers.

“Ship” or “Ships”: The ship operated by CDP used for the performance of the carriage, and its annexes.

“Travel Schedule”: Document serving as a voucher required to board the Ship, which details the characteristics of the Cruise and by which the Cruise Organiser undertakes to provide the Passenger with the services specified therein, in particular to ensure the carriage of the Passenger by the Carrier in accordance with these Maritime Conditions of Carriage set out in the Route Map.

2 – Acceptance and application of the maritime conditions of carriage

2.1 By accepting or using the Travel Schedule, and in any event by boarding the Ship, the Passenger accepts these conditions.

2.2 These conditions apply in addition to the provisions of the Contract and the General Terms and Conditions of Sale applicable between the Passenger and the Retailer and may not be modified by the Passenger or the Retailer.

3 – Applicable provisions

The contractual relationship between the Carrier and the Passenger is governed by French Law and more specifically by the provisions of the French Transport Code, in particular Articles L. 5420-1 to L. 5421-12, and by the provisions of (i) the London International Convention of 19 November 1976 as amended by its 1996 Protocol, and (ii) the Athens Convention of 13 December 1974, as amended in 2002 and as ratified by France, including the reservation made by France in accordance with the IMO Directives and, where applicable, by the provisions of Regulation 392/2009 of the European Parliament and of the Council, which form an integral part hereof.

4 – Conditions of embarkation and carriage

4.1 Passengers must present themselves for embarkation on the conditions set out herein, in accordance with the provisions of the Travel Schedule and at least two (2) hours before the Ship's scheduled departure time.

4.2 The Travel Schedule is personal. Passengers may not transfer their ticket to a third party for any reason whatsoever.

4.3 Each Passenger certifies that he is fit to travel at sea and that his state of health or behaviour will not cause harm to other Passengers or to the proper operation of the Ship on its Itinerary. If the Passenger's medical condition is such as to limit his fitness for the planned sea trip or to disrupt the smooth running of the voyage, they must inform the Carrier.

4.4 All Passengers must be in possession of a valid passport or, where applicable, an identity card, as well as any visas and vaccination certificates that may be required in the ports of call and arrival of the Ship. Each Passenger is personally responsible for complying with all legal and regulatory requirements prior to departure. The Carrier may refuse boarding or disembarkation to Passengers who do not present a document authorising them to disembark at the point of arrival and at the scheduled stopovers.

4.5 Passengers whose mobility is impaired due to a physical disability or a condition requiring special treatment and/or assistance, on a temporary or permanent basis, including persons using wheelchairs, must

notify the Retailer and the Carrier, in writing (i) at the time of the reservation request or (ii) as soon as the Passengers become aware of their disability if this occurs after the reservation, if possible thirty (30) days before the embarkation date, in order in particular for the Carrier to be able to confirm to the Passengers that they will be physically able to take the cruise on board the Ship. The Carrier reserves the right to refuse access to Passengers who have failed to inform the Carrier of such disabilities or need for assistance if such Passenger's medical condition is not compatible with the applicable safety rules or if the design of the Ship, the port infrastructures and equipment, including the port terminals, make it impossible for the Passenger in question to embark, disembark or be transported under safe or operationally feasible conditions. The catamaran "SPIRIT OF PONANT" and the sailing yacht "LE PONANT" are not accessible to people with reduced mobility or in wheelchairs.

4.6 Disembarkation at certain ports may be difficult or even impossible for Passengers with reduced mobility, particularly when disembarking in a rowboat and/or leaving in an inflatable boat. Passengers using a wheelchair must be equipped with their own wheelchair and must be accompanied by a person capable of assisting them.

4.7 While on board the Ship and throughout the Passage Period, Passengers must comply with the on-board rules and regulations set by the Carrier. The Passenger is required to attend all safety demonstrations and explanations that may be organised on board, and to follow the crew's instructions at all times.

4.8 The Carrier and/or the Captain may, if they consider it necessary, refuse to embark any Passenger who does not comply with the conditions of entry into the country of the ports of destination or whose presence on board could cause harm to the comfort, health or safety of the other Passengers, the crew, the laws and regulations of the ports visited by the Ship, or who could make the Carrier responsible for their maintenance, defence or repatriation. For these reasons, the Carrier and/or the Captain may also decide to take the following appropriate measures: 1) refuse to embark the Passenger(s) in any port visited by the Ship, 2) disembark the Passenger(s) in any port visited by the Ship, 3) transfer the Passenger(s) to another Ship, 4) confine the Passengers on board, in their cabin or in a cabin of the on-board medical service, and/or 5) impose medical treatment by the on-board doctor.

4.9 As part of the control of an epidemic risk, the Carrier and/or the Captain, and/or any local health authority, require the Passenger to complete a health questionnaire, as well as, where applicable, a screening test before or at the time of embarkation or disembarkation, including during stopovers. The cost of screening tests is borne by the Passenger.

4.10 The safety of Passengers and crew is an absolute priority for the Carrier. The items listed below are prohibited on board Ships (hereinafter the "**Prohibited Item(s)**"): prohibited narcotics/drugs (including marijuana prescribed for medical purposes and any other accessory associated with drug use; this also applies to hookahs); all firearms, including replicas, imitations, neutralised firearms, starter pistols and their components; BB or pellet guns or rifles; other projectile weapons or objects resembling or similar to firearms (e.g. paintball guns); all types of ammunition or replicas for the above items; all types of explosives, components (e.g. detonators) including replicas of explosives or devices; fireworks, flares and pyrotechnic products; martial arts weapons (e.g. shuriken stars, nunchaku); knives longer than 3 cm/1.2 inches; cutlass razors; swords, Sgian Dubh or kirpans; harpoons or harpoon guns; crossbows, crossbow bolts and arrows; blunt weapons such as brass knuckles, maces, telescopic batons, flails or nunchakus; items containing incapacitating substances (e.g. gas pistols, tear gas canisters, tear gas, phosphorus, acid and other chemical substances that can mutilate or incapacitate); restraining devices (e.g. handcuffs, leg or head restraints); flammable substances or dangerous chemicals (e.g. petrol, methylated spirits, paint thinner, lighter fluid, etc.); any other item manufactured, diverted or used as an offensive weapon; stun devices (Tazers and stun guns); large batteries with a capacity of more than 100Wh (e.g. spare batteries and external back-up batteries); items carried on board the Ship and not supplied by the company, containing any heating element (e.g. immersion

heaters, electric blankets, irons, kettles, coffee machines with hot plates, rice cookers, etc.); any autonomous or remote-controlled flying object, toy or drone; hoverboards, scooters, electric scooters or Segways; compressed air cylinders/tanks, including diving cylinders, propane cylinders and large aerosol canisters; emergency position-indicating radio beacons (EPIRBs), amateur radios, satellite telephones, transformers, lasers and laser pointers; all types of radio or telephone jamming equipment; Samsung Note 7; candles.

Passengers will in any event be liable for any injury, loss or damage suffered as a result of the presence of Prohibited Items in their luggage or cabin, and will hold the Carrier harmless against any actions that may be brought against them as a result of the presence on board or during embarkation or disembarkation of the Prohibited Items. The Prohibited Items may at any time and in any place be confiscated, unloaded, destroyed or rendered harmless by the Carrier and/or the Captain, without compensation and notwithstanding the payment by the Passenger of any destruction costs. In case that a Prohibited Item is deemed to be illegal, the relevant authorities will be notified.

On board, it is also recommended that Passengers avoid charging their battery-operated devices overnight. 4.11 Each Passenger may bring on board the Ship a reasonable quantity of clothing and personal effects free of charge. Passengers must, however, take into account any limitations on the number, size and weight of luggage that may be imposed by CDP, the airlines and other means of transport used by Passengers. All luggage must be securely packed and clearly labelled with the Passenger's full name, the name of the Ship, the Passenger's cabin number and the Ship's departure date.

4.12 Passengers undertake, on simple request and without delay, to give free access to their cabin, luggage and personal effects to the Carrier, to the crew officers, as well as to the customs, health and/or administrative authorities of the countries of call or of the country of registration of the Ship.

4.13 Passengers must supervise their luggage and personal effects during their stay on board and during embarkation, transshipment and disembarkation operations. The Carrier declines any liability for luggage left unattended by Passengers and for which they have not taken all necessary precautions to prevent theft, loss or damage. The Carrier will only be liable within the limits of Article 1953 of the Civil Code and the provisions of the necessary deposit. The Passenger can declare the value of fragile items, jewellery, watches, money, cash, computers and other electronic equipment, mobile phones or any other precious item and entrusting them on board or depositing them in the safe provided in the cabin, together with a descriptive and estimated inventory, for which the Passenger may be required to pay a corresponding custody fee.

4.14 The Carrier will not be liable for damage caused to photographic, telephone, electronic and camera equipment lost or damaged on board the Ship and its ancillary or during embarkation and disembarkation operations, nor for damage caused to objects that have fallen into the water.

4.15 Animals, with the exception of service or medical assistance animals subject to the conditions of access on board by their owners, are not allowed on board Ships and are not allowed to embark.

4.16 Passengers are civilly and criminally liable for any damage that they cause directly or indirectly to the Carrier, to other Passengers or to third parties. They will be solely liable for any fine or penalty imposed on them by the competent authorities.

4.17 The Ships are entirely non-smoking, with the exception of specifically designated areas on the outside decks (this also applies to electronic cigarettes). The cabins and their private balconies, as well as the suite terraces, are non-smoking areas.

5 – Children and pregnancy

5.1 Unaccompanied minors are not allowed on board. The Carrier authorises minors, accompanied by both or one parent, a person with parental authority, or a person temporarily or permanently delegated to the custody of the minor, with the appropriate documentation, to board the Ship from a certain age:

- From 1 year old on yachting cruises (all cruises, including those on the catamaran “SPIRIT OF POANANT” and the sailing yacht “LE PONANT”, except expedition cruises and cruises on board of LE COMMANDANT CHARCOT)
- From 6 years old on expedition cruises
- From 8 years old on cruises on board of LE COMMANDANT CHARCOT

5.2 For all expedition cruises, including those on board of LE COMMANDANT CHARCOT, children must be able to be completely autonomous during organised outdoor activities and when disembarking in inflatable boats. They must be tall enough to sit on the inflatable boats and understand and respond immediately to orders given by those in charge. Consequently, children's participation in any inflatable boat activity is subject to the agreement of the Captain and Expedition Manager, depending on sea conditions and the difficulty of disembarking at each site visited.

5.3 Minors remain under the full responsibility of their parents, the person with parental authority, or the person delegated to the custody of the minor when on board and/or on excursions. For safety reasons, it is not recommended to leave a minor alone and unsupervised in a cabin, whether during the day or at night. It is recommended that the parent, the person with parental authority, or the person delegated to the custody of the minor share the cabin with a minor child.

5.4 On expedition cruises, a maximum of 5 children aged between 6 (8 for COMMANDANT CHARCOT) and 18 years old are allowed on board. The Carrier reserves the right to limit the number of children less than 8 years old on board its Ships.

5.5 As the Ships do not have facilities to allow childbirth on board, women who are more than 14 weeks of amenorrhoea, i.e., 3 months pregnant, are not allowed to embark on the Ships. In any case, pregnant women under 14 weeks of amenorrhoea, i.e., 3 months of pregnancy, travelling on board a Ship are advised to consult a doctor before boarding to ensure that their state of health is compatible with the scheduled cruise. Pregnant women will not be allowed to embark on the “Expedition Cruise” programmes and LE COMMANDANT CHARCOT.

6 – Cancellation, interruption or change of the Itinerary

6.1 Any cancellation or interruption of the cruise by the Passenger must be handled with by the Retailer in accordance with the provisions of the contract between the Passenger and the Retailer.

6.2 The Carrier may allocate Passengers cabins other than those originally planned.

6.3 The Carrier reserves the right to interrupt a cruise, or to change its Itinerary, due to a constraint affecting the progress of the Carriage.

6.4 In the event of exceptional and unavoidable circumstances affecting the performance of the carriage and representing, in particular, a risk to the safety of the Passengers, property or the Ship, the Carrier has the right to change the Itinerary or the ports of call or destination, to delay or terminate the journey, to divert the Ship, to take or be taken in tow, to tranship the Passengers and their luggage onto any other means of carriage even if this results in extending or shortening the duration of the Itinerary.

6.5 The Ship may provide assistance to any person or property at sea and cannot be held liable for the consequences of a change to the Cruise programme due to this exceptional and unavoidable circumstance.

7 – Carrier's liability

7.1 The Carrier is liable for damage caused to Passengers as a result of carriage in accordance with the provisions and limitations of compensation of the following texts, according to their respective areas of application, namely Articles L5421-1 to L5421-8 of the Transport Code, and Regulation (EC) n°392/2009 of the European Parliament and of the Council of 23 April 2009. In case this regulation is applicable, the limits on compensation available to the Carrier for death or bodily injury are 400,000 Special Drawing Rights per Passenger and per event.

7.2 The Carrier is liable for damage caused to luggage in accordance with the provisions and compensation limitations of the following texts, according to their respective areas of application, namely articles L. 5421-9 to L5421-12 of the French Transport Code, decree no. 67-268 of 23 March 1967 amended by decree no. 86-1065 of 24 September 1986, and regulation (EC) no. 392/2009 of the European Parliament and of the Council of 23 April 2009. Where this regulation is applicable, the maximum compensation due by the Carrier for loss of or damage to luggage is 2,250 Special Drawing Rights per Passenger and per carriage, with an excess of 149 Special Drawing Rights per Passenger being applied in any event. Where Regulation (EC) no. 392/2009 is not applicable, the maximum compensation payable by the Carrier for loss of or damage to luggage is EUR 1,520 per Passenger and per carriage.

7.3 The Carrier will in any event benefit from the limitations on compensation provided for in the London International Convention dated 19 November 1976 and amended by the 1996 Protocol, which limitations will take precedence over any other limitation laid down by a text which is not of imperative application.

7.4 If a Passenger is refused boarding on board the Ship, including after or during a stopover, on the conditions specified in articles 6 and 7, neither the Carrier, nor the Captain of the Ship or the crew will be held liable in any way whatsoever.

7.5 The Carrier will under no circumstances be liable for (i) personal injury, property damage or consequential loss and/or (ii) damage arising from the interruption and/or change of the voyage caused by war, blockade, riots, strikes, industrial disputes, acts of piracy or terrorism, epidemics or quarantines, natural disasters and catastrophes, nuclear meltdown, fission or pollution or explosion or its consequences, closure of the port of departure, call or destination; detention, requisition or seizure of the Ship for any reason whatsoever, use of the Ship for the special needs of the State, or by the mere threat of the above events. Nor is the Carrier liable for damage caused by the Passenger's voluntary participation in a brawl or caused by a dangerous activity/action not made necessary by the need to safeguard human life.

7.6 Luggage not claimed on arrival of the Ship will remain in port at the Passenger's expense and risk.

7.7 Any delay in the delivery of the luggage that is prejudicial to the Passenger, and for which the Carrier is liable, may only give rise to the payment of compensation that may not exceed 20% of the amount that would be due in the event of loss of the luggage.

7.8 Any action by the Passenger against the Carrier will be subject to limitation after one (1) year for property damage and two (2) years for personal injury, as from the date on which the Passenger disembarked or should have disembarked.

8 – Applicable law and jurisdiction

These Maritime Conditions of Carriage are governed by French law. In the event of any dispute relating to the interpretation or performance of these Maritime Conditions of Carriage, it shall be referred to the competent French courts under French law.