

**AS TALLINK GRUPP
TALLINK SILJA OY**

**STANDARD CONDITIONS OF CARRIAGE FOR PASSENGERS AND THEIR
LUGGAGE 2008**

1 Carrier

The contract of carriage evidenced by the ticket or other document referring to these standard conditions of carriage is between the Carrier and the passenger.

AS Tallink Grupp is the Carrier in respect of each contract of carriage concerning the following routes:

Tallinn-Helsinki (v.v.)
Tallinn-Mariehamn-Stockholm (v.v.)
Paldiski-Kapellskär (v.v.)
Riga-Stockholm (v.v.)
Tallinn-Helsinki-Rostock (v.v.)

and all other routes than those below.

Tallink Silja Oy is the Carrier in respect of each contract of carriage concerning the following routes:

Helsinki-Mariehamn-Stockholm (v.v.)
Turku-Mariehamn-Stockholm/Kapellskär (v.v.)

2 Applicable Law

The contract of carriage is governed by the provisions of either the Estonian Merchant Shipping Act, the Finnish Maritime Code, the Swedish Maritime Code, the Commercial Code of the Federal Republic of Germany or the Latvian Maritime Code, depending upon whichever is mandatorily applicable at the place of the competent court under these standard conditions of carriage. If none of these provisions of law is mandatorily applicable at the place of the competent court under these standard conditions of carriage, then provisions of law mandatorily applicable at such place upon carriage of passengers and their luggage (which includes here and hereinafter accompanied vehicles and cabin luggage) shall apply.

If no provisions of law are mandatorily applicable to carriage of passengers and their luggage at the place of the competent court under these standard conditions or at the place of any other court granting jurisdiction, then the provisions of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea 1974 as amended by protocol 29.3.1990 shall govern the contract of carriage.

3 Jurisdiction

Disputes under the contract of carriage shall be determined by the competent court at the option of the Plaintiff at:

- a) the place of permanent residence or principal place of business of the Defendant, or
- b) the place of departure or the place of destination as stipulated in the contract of carriage.

If according to clause 2 above the provisions of the Swedish Maritime Code are to be applied to the contract of carriage the dispute can also be determined at the option of the Plaintiff by the competent court defined in the provisions of chapter 21 section 4 subsection 1 items 3 and 4 in the Swedish Maritime Code.

If according to clause 2 above the provisions of the Athens Convention are to be applied to the contract of carriage the dispute can also be determined at the option of the Plaintiff by competent court defined in Article 17 subsection 1 (c) and (d).

4 Scope of Application

The contract of carriage and the provisions of law applicable according to clause 2 above shall govern the carriage by sea of the passenger and luggage. The carriage by sea shall not cover the time prior to embarkation or the time after disembarkation of the passenger and luggage. Carriage by sea does not include the period during which the passenger is in a terminal or on a quay.

The contract of carriage and the provisions of law applicable according to clause 2 above shall not be applied to other services and/or contracts entered into between the passenger and the Carrier outside the scope of carriage by sea as defined above. Such services and/or contracts are governed by the General terms for package tours. In addition, Good to know – conditions, Terms for payment and cancellation, as well as applicable regulations concerning order and security are applied to all contracts between the Carrier and the passenger.

All terms and conditions mentioned above are included in the Carrier's brochures, which are available on board the vessels, at the offices of the Carrier and other travel agencies selling other services provided by the Carrier and on the internet (www.tallink.ee, www.tallinksilja.com).

In a case of inconsistency between these standard conditions of carriage and the General terms for package tours, Good to know – conditions, Terms for payment and cancellation as well as any applicable regulation concerning order and security, these standard conditions of carriage shall prevail.

5 Tickets and Vessel

The ticket or other document evidencing the contract of carriage must be presented when checking in at the Carrier's terminal at the place of departure. The passenger is not entitled to transfer the rights granted in the ticket or other document to any other person. Anyone who has obtained a ticket or other document on behalf of another person shall be considered empowered to do so and to accept these standard conditions of carriage on behalf of this person.

The Carrier is not liable to pay any refund on stolen, lost or destroyed ticket or other document, in other cases the Terms for payment and cancellation shall be applied.

Both the passenger's and the Carrier's right to cancel the contract of carriage is defined in the provisions of the law applicable according to clause 2 above.

The Carrier is entitled to perform the carriage by another vessel than that announced or stated in the ticket or other document.

6 Restrictions Concerning Luggage

The passenger is not allowed to bring to a terminal or on board any luggage that may cause danger or considerable inconvenience for the terminal, the vessel, human beings or other luggage or cargo. The Carrier shall have the right to carry ashore, to render innocuous or to destroy such luggage at the cost of the passenger and without any responsibility on the part of the Carrier. No unidentified/unclaimed luggage is allowed on board until the passenger to whom it belongs has recognized it.

The passenger is not allowed to bring to the terminal or on board any live animals without express and separate agreement with the Carrier.

The Carrier is entitled for safety reasons to check the passenger's identity and luggage both in terminals and onboard.

7 Carrier's Liability

The Carrier's liability is determined in accordance with applicable law under clause 2 above, and is always limited as defined and to the amount available in the provisions of the applicable law or the Athens Convention as amended by protocol 29.3.1990.

The Carrier's liability is also limited under the provisions of law or international conventions concerning the limitation of liability on maritime claims as applicable at the place of the competent court under clause 3 above.

The Carrier is not liable for damages, losses or expenses in respect of delay howsoever caused and arising before commencement or after the end of the carriage by sea.

The Carrier shall not be liable for loss of moneys or bonds or loss of or damage to jewellery, pieces of art, electronic equipment or other valuables unless he has received the property for safe custody.

It is required that the passenger notifies the Carrier in writing of loss or damage to luggage (including vehicles):

- (a) in the case of apparent damage to luggage:
 - (i) for cabin luggage, before or at the time of disembarkation of the passenger;
 - (ii) for all other luggage, before or at the time of its re-delivery;
- (b) in the case of damage to luggage which is not apparent, or loss of luggage, within fifteen days from the date of disembarkation or re-delivery or from the time when such re-delivery should have taken place.

If the passenger fails to comply to notify the Carrier as stipulated above, he shall be presumed, unless the contrary is proved, to have received the luggage/vehicle undamaged. The notice need not be given if the condition of the luggage/vehicle has at the time of its receipt been the subject of joint survey or inspection.

8 Liability of Carrier's Servants, Agent and Independent Contractors

If any action is brought directly against the owner of the vessel, her master or her crew or any servant, agent or independent contractor, or against anyone having an interest in the vessel, such person shall be entitled to avail himself of defences and limits of liability, which the Carrier is entitled to invoke under the contract of carriage and the provisions of law applicable in accordance with clause 2 above, as if they were expressly made for his benefit. In entering into any contract of carriage the Carrier does so not only on his own behalf but also as agent and trustee for such persons, who shall to this extent be or be deemed to be parties to the contract of carriage.

The aggregate amounts recoverable from the Carrier and such other persons shall in no case exceed the limits provided under the contract of carriage and the provisions of law applicable in accordance with clause 2 above.