

## General Terms and Conditions of Use – NEOLINE Passenger Transport

The transportation of passengers, their luggage, and accompanying vehicles carried out by the Carrier, as defined hereinafter, is governed by the following General Terms and Conditions of Use. By purchasing a ticket, the passenger agrees to these General Terms and Conditions of Use, as well as the General Terms and Conditions of Sale of Sailcoop.

### 1. Definitions

<b>Luggage</b>	Refers to any object or accompanying vehicle transported by the Carrier at the Passenger's request intended for the Passenger's personal use, which is neither Cabin Luggage nor merchandise.
<b>Cabin Luggage</b>	Luggage that the Passenger has in their cabin or in their possession, under their care or control. It also includes luggage that the Passenger has in their accompanying vehicle.
<b>Transport Ticket</b>	Refers to the nominative transport title belonging to a Passenger, granting the right to travel aboard the Vessel. A transport ticket corresponds to one Passenger.
<b>General Terms and Conditions of Use</b>	Refers to these terms and conditions of use entered into between the Passenger and the Carrier for the maritime transport of the Passenger and their luggage.
<b>Vessel Defect</b>	Refers to any malfunction, failure, or non-compliance with applicable safety rules concerning any part of the Vessel or its equipment when used for the embarkation, disembarkation, or evacuation of Passengers; or when used for propulsion, maneuvering, safety of navigation, mooring, anchoring, docking, or departure from a berth or anchorage, or when used for launching life-saving appliances.
<b>Special Drawing Rights (SDRs)</b>	A unit created by the International Monetary Fund, used to calculate compensation in the event of damage. The SDR conversion rate can be consulted at: <a href="https://www.imf.org/external/np/exr/facts/sdr.htm">https://www.imf.org/external/np/exr/facts/sdr.htm</a>
<b>Maritime Event(s)</b>	Refers to the sinking, capsizing, collision, or stranding of the vessel, an explosion, or a fire aboard the Vessel, or a Vessel Defect.
<b>Non-Maritime Event(s)</b>	Refers to events not falling under the definition of "Maritime Events".
<b>Fault or Negligence of the Carrier</b>	Includes the fault or negligence of the Carrier's employees acting in the course of their duties.
<b>Vessel</b>	Refers to the NEOLINER ORIGIN.
<b>Passenger(s)</b>	Refers to the passenger(s) explicitly named on the Transport Ticket.
<b>Transport</b>	Refers to the following periods: <ul style="list-style-type: none"><li>• Regarding the Passenger and/or their Cabin Luggage, the period during which the Passenger and their Cabin Luggage are aboard the Vessel or in the process of embarkation or disembarkation, and the period during which they are transported by water from the quay to the Vessel or vice versa, if the price of this transport is included in the Transport Ticket or if the vessel used for this auxiliary transport has been made</li></ul>

available to the Passenger by the Carrier. However, Transport does not include, regarding the Passenger, the period during which they are in a port terminal or on a quay or other port facility;

- Regarding the Cabin Luggage, also the period during which the Passenger is in a ferry terminal or on a quay or other port facility if these Cabin Luggage have been taken by the Carrier or its agent and have not yet been returned to the Passenger;
- Regarding other Luggage that are not Cabin Luggage, the period between the time they have been taken by the Carrier or its agent, either ashore or aboard, and the time they have been returned by the Carrier or its agent.

<b>Carrier</b>	Refers to NEOLINE Armateur.
<b>Regulation on Passenger Liability</b>	Refers to the European Union regulation on the liability of maritime carriers in the event of accidents, established in Regulation No. 392/2009 of the European Parliament and of the Council of 23 April 2009 integrating the provisions of the 1974 Athens Convention relating to the carriage of passengers and their luggage by sea, as amended by the 2002 Protocol (the Athens Convention), and the reservations and guidelines of the International Maritime Organization (IMO) for the application of the Athens Convention adopted by the IMO Legal Committee on 19 October 2006.
<b>Sailcoop</b>	Refers to the service provider responsible for the commercialization of passenger transport aboard the NEOLINER ORIGIN.
<b>Accompanying Vehicles</b>	Refers to any motorized vehicle not used or designed to carry goods, such as cars, motorcycles, vans, motorhomes, or tourist vans.

Terms expressing the singular should also be understood in the plural, and vice versa when the context so requires.

## 2. Applicable regulations

2.1 In addition to the application of these Terms and Conditions, the carriage of Passengers, Baggage, including accompanying Vehicles and Cabin Baggage is governed by Regulation No 392/2009 of the European Parliament and of the Council of April 23, 2009, incorporating the provisions of the 1974 Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, as amended by the Protocol of 2002 (the Athens Convention), as well as by the General Terms and Conditions of Sale of our Service Provider Sailcoop in connection with its marketing of NEOLINER ORIGIN passenger cabins, as well as by any additional regulations that may be applicable.

2.2 By making a reservation for Carriage on board the Vessel, the Passenger confirms and warrants to Sailcoop and the Carrier that these General Conditions of Use have been notified to all Passengers covered by the said reservation as well as to any person having an interest in the accompanying Vehicle, Cabin Baggage and other Baggage covered by the same reservation, that they have read and accepted them and that they must comply with these General Conditions of Use. The Passenger who has made the reservation guarantees this to the Carrier.

### **3. Passenger rights under Regulation (EC) n°392/2009 of the European Parliament and of the Council of April 23, 2009 - liability of the Maritime Carrier**

3.1 Regulation (EC) No 392/2009 of the European Parliament and of the Council of April 23, 2009 does not affect the right of sea carriers to limit their liability in the event of an accident, in accordance with the International Convention on Limitation of Liability for Maritime Claims, 1976, as amended by the 1996 Protocol in its updated form.

3.2 The Carrier's liability is limited solely to the loss(s) caused by events occurring during the Carriage. Proof that the event giving rise to the loss occurred during the Carriage, as well as proof of the extent of the loss, shall be incumbent upon the claimant.

3.3 Under no circumstances shall the Carrier be liable for immaterial damages, whether direct or indirect, including loss of profits, loss of earnings, loss of enjoyment, loss of opportunity, third-party claims suffered by the Passenger, whatever the cause and legal basis, without this list being limitative.

#### **3.4 Passenger's right to compensation**

##### **3.4.1 Right to compensation in the event of death or bodily injury**

**Maritime Event:** if death or bodily injury results from a Maritime Event and the damage does not exceed 250,000 SDR, the Carrier is liable up to the amount of the damage unless it proves that the event:

- a) results from an act of war, hostilities, civil war, insurrection or natural phenomenon of an exceptional, inevitable and irresistible nature; or
- b) results entirely from the fact that a third party deliberately acted or omitted to act with intent to cause the event. If and insofar as the loss exceeds the aforementioned limit, the Carrier is also liable, unless it can prove that the event giving rise to the loss occurred without Fault or negligence on its part.

If the loss exceeds 250,000 SDRs, the Carrier is liable up to 400,000 SDRs, unless it proves that the event giving rise to the loss occurred without its Fault or negligence.

**Non-Maritime Event:** if the death or bodily injury is not the result of a Maritime Event, the Passenger is entitled to compensation from the Carrier or its insurer up to 400,000 SDR for the same event, if the Passenger proves that the event causing the loss is due to the Carrier's Fault or negligence. Force majeure or the act of a third party shall exonerate the Carrier.

##### **3.4.2 Right to compensation for loss or damage to Cabin Baggage**

**Maritime Event:** if the loss or damage to Cabin Baggage results from a Maritime Event, the Passenger is entitled to compensation from the Carrier up to 2,250 SDRs per Passenger and per Carriage, unless the Carrier proves that the incident occurred through no fault or negligence on its part.

**Non-Maritime Event:** if the loss of or damage to Cabin Baggage does not result from a Maritime Event, the Passenger is entitled to compensation from the Carrier of up to 2,250 SDRs per Passenger and per Carriage, if the Passenger proves that the event giving rise to the loss was due to the Carrier's Fault or negligence.

##### **3.4.3. Right to compensation for loss or damage to Baggage other than Cabin Baggage**

Passengers are entitled to compensation from the Carrier of up to 12,700 SDRs for accompanying Vehicles (including Baggage carried in or on said accompanying Vehicle) per accompanying Vehicle and Carriage or 3,375 SDRs for other Baggage) per Passenger and Carriage, unless the Carrier proves that the event giving rise to the loss occurred without its Fault or negligence.

##### **3.4.4 Right to compensation for loss or damage to valuables**

The passenger is entitled to compensation from the Carrier of up to 3,375 SDRs for loss of or damage to cash, negotiable securities, gold, silverware, jewelry, works of art, only when these items have been deposited with the Carrier for safekeeping.

#### **3.4.5 Cumulation of liability claims**

In the event of cumulative liability claims, the limits mentioned in articles 3.4.1 to 3.4.4 shall apply to the total amount of compensation that may be obtained under all liability claims brought against the Carrier.

#### **3.4.6 Right to advance payment in the event of a Maritime Event**

In the event of death or personal injury, the Passenger or other person entitled to damages is entitled to an advance payment to cover immediate economic needs. Payment is calculated according to the damage suffered, must be made within fifteen (15) days and must not be less than EUR 21,000 in the event of death.

#### **3.5 Written notification**

In the event of damage to Cabin Baggage or other Baggage, Passengers must notify the Carrier in writing to Neoline Armateur, 8 rue du Calvaire, 44000 NANTES or to [commercial@neoline.eu](mailto:commercial@neoline.eu). within the following deadlines:

- for apparent damage to Cabin Baggage, at the latest upon disembarkation, and for apparent damage to Baggage, at the latest upon delivery to the Passenger. A damage report must be requested and drawn up by an officer on board, without such a report constituting any admission of liability on the part of the Carrier;
- for non-apparent damage to Cabin Baggage and other Baggage, within fifteen (15) days of disembarkation, delivery or the date on which delivery should have taken place, in the case of apparent damage to Cabin Baggage or other Baggage.

Failure to notify in accordance with the aforementioned conditions will result in the loss of your right to compensation.

#### **3.6 Limitation period**

3.6.1 An action for damages arising from the death or bodily injury of a Passenger or the loss of or damage to Baggage is time-barred after a period of two (2) years. The limitation period is calculated as follows:

- a) In the case of bodily injury, from the date of disembarkation of the Passenger;
- b) In the event of death during the Carriage, from the date on which the Passenger should have disembarked;
- c) In the event of bodily injury occurring during the Carriage and resulting in the Passenger's death after disembarkation, from the date of death, it being understood that this period may not exceed three (3) years from the date of disembarkation;
- d) In the event of loss of or damage to Baggage, from the date of disembarkation or the date on which disembarkation should have taken place, whichever is later.

3.6.2 The law of the court hearing the case will govern the grounds for suspension and interruption of limitation periods, but in no case may an action be brought after the expiry of one of the following periods:

- a) a period of five years from the date of disembarkation of the passenger or the date on which disembarkation should have taken place, whichever is later; or, if earlier, the expiration of the following period;
- b) a period of three years from the date on which the claimant knew or ought reasonably to have known of the injury, loss or damage caused by the event.

#### **4. Force majeure**

4.1 In the event of force majeure, as defined by article 1218 of the French Civil Code, preventing the normal performance or causing the non-performance of the Carriage, the Carrier may take the following measures:

- a) Cancel the trip and refund the Passenger's Ticket;
- b) Modify the itinerary;
- c) Disembark Passengers, Cabin Baggage and Baggage (including accompanying Vehicles) at a different port and, if necessary, arrange for their transport to the intended port of destination, in accordance with applicable regulations.

4.2 The Carrier shall not be held liable for indirect or consequential economic losses, delays, or expenses caused by an event of Force Majeure, unless they result from its Fault or gross negligence. The minimum obligations of information, assistance and safety of Passengers provided for by the regulations in force remain applicable.

4.3 For the purposes of this article and notwithstanding the provisions of article 1218 of the French Civil Code, force majeure includes but is not limited to:

- a) Natural disasters, including earthquakes, storms, lightning, thunderstorms, floods or inclement weather;
- b) Strikes, lock-outs, work stoppages, port congestion, restrictions on trade or work, industrial action or labor difficulties, blockages of means of transport or supply, blockages of means of telecommunication, or shortages, however caused, whether partial or general;
- c) Damage to the Vessel beyond the Carrier's control, such as collision or cyber attack, despite the precautions taken by the Carrier.
- d) Epidemics and pandemics;
- e) Civil disturbance, riot, insurrection, war, civil war, government coercion or requisition, political disturbance, rebellion, revolution, insurrection, military or usurped power, invasion, act of foreign enemies, acts of terrorism, sabotage or criminal damage;
- f) Armed conflict, nuclear explosion, radioactive or ionizing radiation;
- g) Any acts, restrictions, regulations, orders, refusals to grant licenses or authorizations, prohibitions or measures of any kind on the part of any government or regulatory authority, or inability to obtain or failure to obtain supplies, including fuel.

#### **5. Insurance**

5.1 Carrier insurance. The Carrier is insured by its P&I Club only in respect of its civil liability towards third parties.

5.2 Insurance to be taken out by the Passenger. Passengers must take out, at their own expense and prior to the embarkation date, insurance covering any bodily injury and/or loss or damage to their Baggage, any liability towards the Carrier and third parties, as well as any medical expenses incurred in order to assist the Passenger, in particular the costs related to an emergency evacuation involving a diversion of the Vessel (Assistance/Repatriation/Medical/Sea Search Insurance) valid for the entire duration of the Carriage.

A declaration of insurance conforming to the model provided by the Carrier must be provided to the Carrier at the time of booking the Carriage and no later than thirty (30) days prior to the scheduled departure date. Passengers are also strongly advised to take out insurance at their own expense before the embarkation date, to cover any delay or cancellation of the crossing.

## **6. Entry Exit System (EES)**

6.1 The Entry-Exit system (hereinafter "EES") is a mechanism set up by the European Union in accordance with Regulation (EU) 2017/2226 for the electronic recording of data relating to the entry and exit of third-country nationals at the EU's external borders, as well as their refusal of entry.

6.2 This system applies to all Passengers who are third-country nationals bound for the European Union.

6.3 Passengers must provide the information required for their registration in the EES system, including biometric data (fingerprints, facial image) and data from the required travel documents. Passengers are responsible for ensuring that their travel documents and visas, where applicable, comply with EES requirements. Any refusal to provide the required data may result in a ban on entry into the European Union, for which the Carrier may not be held responsible.

6.4 All data collected as part of the EES is processed in accordance with Regulation (EU) 2016/679 (RGPD) and Data Protection Regulation (EU) 2018/1725.

6.5 The Carrier does not collect, store or process the biometric data collected, which is processed exclusively by the competent authorities.

## **7. Migration record, travel documents**

Passengers are, under their sole responsibility and at their own expense, required to hold all travel documents, valid passports (including six (6) months after the date of performance of the services), visas, exit permits for minors, entry permits, health and/or vaccination certificates and other documents enabling them to embark on the Vessel, undertake the planned Carriage and disembark at the various ports of call or disembarkation. Failing this, the Carrier may refuse the Passenger embarkation or disembarkation. The Carrier may not be held responsible for the Passenger's failure to obtain any visas, for whatever reason, and obtaining such visas is the sole responsibility of the Passenger. It is the Passenger's duty to check that his/her passport, visa or other travel documents are accepted at the various ports of call or disembarkation, and the Carrier is not required to check that the Passenger has met these requirements.

## **8. Medical condition**

8.1 The Passenger must provide the Carrier with an original medical certificate complying with the standards and format communicated by the Carrier, via its service provider Sailcoop, at the end of the booking, mentioning any illness and treatment in progress and certifying that his/her state of health allows him/her to make the crossing. It is up to the doctor to decide whether the Passenger is fit to make the crossing.

8.2 This certificate, issued by an authorized physician, must be dated less than thirty (30) days prior to the scheduled embarkation date. The medical certificate must be sent to the Carrier no later than ten (10) days prior to the scheduled embarkation date, in accordance with the procedure communicated to the Passenger.

8.3 The Carrier reserves the right to refuse boarding if the medical certificate or the information provided does not guarantee the safety of the Passenger or the other occupants of the Vessel, or if the medical resources available on board are deemed insufficient to meet the declared needs, without the Carrier being held liable for such refusal.

8.4 Passengers confirm that they have been informed that there are no doctors, nurses, trained medical personnel or medical facilities on board the Vessel and that in the event of a medical emergency on board, treatment will be very limited. As the crew only has a limited number of medicines on board, any Passenger needing to travel with medication must present a valid prescription to the captain on boarding, together with the corresponding medicines, in a quantity more



than sufficient for the duration of the crossing. Under the Captain's responsibility, the crew will be able to contact the Centre de Consultation Médicale Maritime (CCMM) of the Toulouse University Hospital, available at all times to provide medical advice adapted to the situation, depending on the medical equipment available on board.

8.5 If a Passenger becomes ill during the Carriage, he/she shall use, at his/her own expense and risk, any medication that may be on board.

8.6 The Carrier shall be entitled to be reimbursed for any health or medical expenses incurred on behalf of a Passenger who is ill on board or on land during a stopover, as well as any other expenses incurred for the disembarkation or repatriation of the Passenger.

8.7 The Carrier may disembark at any port of call any Passenger whose state of health it considers to be such that the Passenger is unable to withstand the crossing, or that continuation of the crossing is likely to endanger the life of the Passenger or the health or life of any other person on board the Vessel, without the Passenger being entitled to any refund of the price of the crossing or to any compensation.

8.8 Passengers with specific medical needs or conditions requiring special attention (Cf. Article 14 concerning pregnant women) must inform the Carrier thereof at the time of booking and provide any additional medical documents required by the Carrier where applicable.

8.9 Medical certificates sent to the Carrier will be processed in accordance with current regulations on the protection of personal data, in particular Regulation (EU) 2016/679 (RGPD). The data will be used exclusively to verify Passengers' fitness to travel and will only be kept for the time required for administrative processing.

## **9. Circulation in the port area**

9.1 Passenger traffic in the port area is strictly supervised by the shipping agent appointed by the Carrier. The purpose of this supervision is to ensure the safety of Passengers and the smooth progress of embarkation and disembarkation operations.

9.2 Passengers are directed by the ship's agent to a designated holding area. Passengers must comply with the ship's agent's precise instructions and wait for permission to embark or disembark. Embarkation can only begin once the ship's agent has given the green light.

9.3 Traffic regulations :

a) Pedestrian Passengers, travelling without an accompanying Vehicle, are shuttled between the waiting area and the Vessel, under the supervision of the Shipping Agent.

b) Passengers using their own accompanying Vehicle to access the Vessel must follow the shipping agent's instructions concerning the route and manoeuvres within the port area. The shipping agent controls the access and circulation of vehicles in the port area until embarkation.

9.4 Passengers must strictly comply with the safety instructions and itineraries defined by the ship's agent. Any infringement or imprudent behaviour will engage the exclusive responsibility of the Passenger, including in the event of accident or damage occurring in the port area.

9.5 The Carrier may not be held liable for incidents occurring in the port area, except in situations where they are directly attributable to a Fault or negligence on the part of its shipping agent or its personnel.

9.6 The Carrier and its shipping agent cooperate with the port authorities to ensure the smooth flow of traffic and compliance with the rules applicable in the port area.

## **10. Boarding**

10.1 For any journey, the Passenger, with or without his/her accompanying Vehicle, must present him/herself at the guard station, with his/her identification document, at the time indicated by the Carrier, its shipping agent or the crew of the NEOLINER ORIGIN.

10.2 In the event of non-compliance with boarding instructions or delay attributable to the Passenger, the Carrier declines all responsibility for any consequences, including penalties or additional charges imposed by the port authorities. If the Passenger does not appear within the aforementioned time limit, they will also lose the right to board, even if they are in possession of a Ticket.

10.3 As mentioned in article 9 of these Conditions, Passengers are required to comply with the instructions given by the Carrier's agent as soon as they have passed through the guard post in the port area, whether they are pedestrians or on board their accompanying Vehicle.

10.4 Passengers, their Cabin Baggage and/or Baggage (including accompanying vehicles) may be subject to security checks, in accordance with the ISPS Code and local or national regulations in force in the ports concerned, including :

- a) A body search, carried out by a member of the crew or an authorized person, respecting the fundamental rights of the Passenger. When a body search is necessary, it will be carried out by a person of the same gender as the Passenger, unless this is impossible for justified reasons;
- b) Visual inspection or inspection using specific equipment (e.g. scanners) of Cabin Baggage and/or Baggage (including accompanying Vehicles).

10.5 Any Passenger refusing to submit to a search or inspection of personal effects may be refused access to the Vessel or be disembarked. In this case, no refund or compensation will be granted, except in the event of a proven breach by the crew or the Carrier. Any objection or claim may be reported to an official designated by the Carrier.

10.6 The Carrier reserves the right to refuse boarding to Passengers who do not comply with these General Conditions of Use or the general conditions of sale agreed with Sailcoop, or whose behaviour may disrupt the Carriage. If the Captain refuses to embark the Passenger for a justifiable reason, the Carrier is only obliged to reimburse the cost of the Ticket.

## **11. Disembarkation**

11.1 When disembarking, Passengers, whether pedestrians or vehicles, must follow the instructions given by the Captain, crew members or Carrier's agent.

11.2 Passengers are only authorised to access port facilities after express authorisation from the Carrier's agent. Passengers must proceed directly to the designated check-in or waiting points, under the supervision of the port authorities and/or the Carrier's agent.

11.3 Cabin Baggage, Luggage (including Passenger Vehicles) may be subject to security, safety or customs checks, in accordance with local regulations. Passengers must comply with the requirements of port authorities and customs agents.

11.4 In the event of non-compliance with disembarkation instructions or delay attributable to the Passenger, the Carrier declines all responsibility for any consequences, including penalties or additional charges imposed by the port authorities.

## **12. Delay or Cancellation of the Journey by the Carrier**

12.1 In the event of a delay or cancellation of the journey attributable to the Carrier, the Carrier undertakes to inform the Passengers as soon as possible, specifying the nature of the issue, the estimated duration of the delay, or any alternative solutions that may have been put in place.

12.2 In the event of a significant delay or cancellation of the journey, Sailcoop, the Carrier's service provider for the commercialization of Passenger cabins, is responsible for offering various options to the Passengers, without the Carrier being held liable in this regard.



12.3 The Carrier reserves the right to modify the departure and arrival times or reroute the Vessel to another destination in the event of exceptional circumstances, notably due to weather or nautical conditions, or due to non-compliance by Passengers with the provisions of these General Terms and Conditions of Use.

### **13. Minor Passengers and Passengers with Reduced Mobility (PRM)**

13.1 For safety reasons and in accordance with the commercial nature of our maritime crossings, the boarding of minor Passengers is not permitted.

However, minor Passengers aged 7 to 18 years old (measuring at least 100 cm in height and weighing more than 20 kg) will be accepted on board, provided they are under the supervision and responsibility of their legal guardian (who must have the necessary documentation), who will be accountable to the Carrier for all obligations set out in the Transport Ticket on their behalf.

13.2 The age limit for the admission of Passengers aboard is set at 75 years. This limit may be exceeded with the presentation of a medical certificate confirming the Passenger's good health (physical, mental, etc.) (see Clause 8).

13.3 The Carrier is unable to accommodate Passengers with Reduced Mobility (PRM), as the Vessel does not have the specific facilities necessary to ensure their comfort and safety.

### **14. Pregnant Women**

14.1 For safety reasons and considering the absence of a doctor aboard, pregnant women are required to inform the Carrier of their condition at the time of booking and specify the number of weeks of pregnancy on the day of embarkation. The length of the crossings presents particular risks, notably due to the impossibility of quickly accessing emergency care.

14.2 As a result, pregnant women must be in possession of a medical certificate, dated no more than seven (7) days before departure, authorizing travel, regardless of the stage of pregnancy.

14.3 Furthermore, pregnant women who are or will be in their 24th week of pregnancy, before or during sea transport, are not allowed to embark, due to safety considerations and the absence of a doctor on board.

14.4 The Carrier reserves the right to refuse embarkation if it believes that the safety of the Passenger or other Passengers could be compromised.

### **15. Animals**

No animals of any kind are permitted aboard.

### **16. Discipline Aboard**

16.1 Passengers are required to strictly observe discipline aboard and comply with applicable maritime transport regulations, particularly regarding the safety of navigation.

16.2 Smoking is prohibited aboard in all enclosed spaces. For the well-being of all Passengers and the crew, designated smoking areas are provided: on the Passenger cabins' balconies, the sundeck, and the port and starboard access doors. Access to these areas is managed by the crew of the NEOLINER ORIGIN.

16.3 Areas freely accessible to Passengers include: the Passenger cabins, the Passenger lounge, the officers' dining room, the sundeck (except when prohibited by the captain in bad weather), and the port and starboard access doors (except when prohibited by the captain in bad weather). Additionally, the bridge is accessible only with the Quartermaster's permission. Visits to the Vessel may be arranged upon request (engine room, maneuvering areas, garages, etc.), subject to the captain's approval of the visits.

16.4 Failure to comply with legislative provisions, onboard regulations, orders, or safety regulations from authorities is punishable under civil and criminal law. In accordance with the prevailing counterterrorism regulations (ISPS), Passengers may at any time be subjected to inspection of their Cabin Luggage, Luggage (including their Accompanying Vehicle), and/or identity checks by the crew of the Vessel during the journey.

## **17. Captain's Powers**

17.1 The captain of the Vessel has full authority to proceed without a pilot, to tow and assist other vessels under all circumstances, to deviate from the course, to make calls at any port (whether or not on the Vessel's itinerary), and to transfer a Passenger and their Luggage and Cabin Luggage to another vessel for the continuation of the journey.

17.2 Furthermore, the Carrier and, in its name, the captain of the Vessel, has the right to disembark during the voyage, in any intermediate port, any Passenger whose health condition does not allow the continuation of the journey or who poses a danger or problem to other Passengers or the crew.

17.4 The Passenger is subject to the disciplinary powers of the captain of the Vessel concerning the safety of the Vessel and navigation. The Carrier and the captain of the Vessel have the right to execute any order or directive issued by governments and authorities of any State or entities acting or claiming to act on behalf of those governments or authorities, or with their agreement, or any other entity which, according to the Vessel's war risk insurance conditions, has the right to issue such orders or directives. All actions and omissions of the Carrier or the captain, in execution or as a consequence of such orders or directives, shall not be considered as violations of these General Terms and Conditions of Use.

17.5 The disembarkation of Passengers, Cabin Luggage, and Luggage (including Accompanying Vehicles) in accordance with these orders or directives relieves the Carrier of any responsibility regarding the continuation of the journey or the repatriation of the Passengers.

## **18. Luggage**

18.1 The Passenger's luggage must only contain their clothing and other personal effects related to the Passenger's personal use. It is prohibited to board with items that are not intended for the Passenger's personal use. In any case, and regardless of the circumstances, the Carrier cannot be held responsible for the loss or damage incurred by these items, whatever the cause.

18.2 The Passenger's luggage must be loaded or unloaded by the Passenger, under their sole responsibility.

18.3 The weight of the luggage is limited to 40 kg per Passenger on all routes of the Carrier. Any excess weight may be accepted depending on available space and will be charged according to the applicable rate. Under no circumstances does the payment of this excess grant the Passenger additional or special rights.

18.4 Each Passenger must clearly and indelibly mark their full name and address on each piece of luggage, as well as the name of the Vessel, the departure date, the destination port, and their cabin number. These details must be applied not only on the luggage packaging or envelope but also on the luggage itself.

18.5 Unclaimed luggage at the destination upon the Vessel's arrival will be handed over to customs or another organization at the Passenger's expense and risk. The Carrier and the captain will be discharged from any liability by this handover.

18.6 The Passenger is neither required to pay nor entitled to receive a contribution to general average relating to the luggage.

18.7 The Passenger is not allowed to bring alcoholic beverages aboard the Vessel. If they do so, the Carrier may confiscate and dispose of them at its discretion.

18.8 It is forbidden to bring dangerous or illegal products and goods aboard the Vessel. Any Passenger who has brought or placed in their luggage flammable, explosive, corrosive, or dangerous materials such as matches, powder, cartridges, films, firecrackers, etc., or weapons of any kind

(including firearms and knives), or objects or substances whose import is prohibited, or that do not comply with customs or police regulations, will be responsible to the Carrier and/or any third party for damages and expenses resulting from their boarding, as well as any penalties, fines, or charges imposed by French or foreign laws. The captain of the Vessel may confiscate these items.

18.9 The Carrier is authorized at any time to destroy, sell, abandon, or neutralize these products or goods, without paying any compensation to the Passenger and without prejudice to the Carrier's rights to payment of the Transport Ticket price and other related fees.

18.10 Whether or not the Carrier is aware of the dangerous or illegal nature of the products or goods boarded, the Passenger must indemnify the Carrier for all claims, losses, damages, or expenses arising from their boarding aboard the Vessel.

## **19. Accompanying Vehicles**

19.1 The Passenger may board with an Accompanying Vehicle, excluding any other vehicle, particularly for commercial use. However, the transport of the Accompanying Vehicle is not included in the Transport Ticket purchased by the Passenger. To this end, a separate Freight Transport contract must be concluded between the Passenger and the Carrier. If this is not done, the Carrier has the right to refuse the embarkation of the Accompanying Vehicle, without being held responsible. The Passenger is invited to contact the relevant parties, such as freight forwarders or the Carrier's agents, to organize and formalize this transport.

## **20. Nullity**

If any provision of these General Terms and Conditions of Use is found to be invalid or deemed unenforceable under any applicable law, such invalidation shall not affect the other provisions, which shall continue to be effective.

## **21. Personal Data**

21.1 The personal data provided by the Passenger and/or Sailcoop to the Carrier in connection with the organization, booking, and/or execution of the Transport is processed by the Carrier in accordance with applicable regulations, notably Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, regarding the protection of individuals with regard to the processing of personal data and the free movement of such data.

21.2 The personal data provided by the Passenger relates to their identity (name, surname, date of birth, nationality), contact details (postal address, email address, phone numbers, bank details), as well as information contained in their official identification documents and/or documents permitting the Passenger's stay in the departure and arrival countries of the Vessel, and is communicated to the Carrier under the Transport contract, these General Terms and Conditions of Use, and based on the Passenger's consent.

21.3 The processing applied by the Carrier to the personal data provided includes the following: collection, recording, organization, storage, data reconciliation, transmission to the Carrier's IT service providers, as well as to Sailcoop and the mediator appointed by the Passenger.

21.4 The processing of personal data is carried out for the following purposes: booking the Transport, execution of the Transport, transmission to relevant national authorities, ensuring the safety of the Passengers, crew, and goods aboard the Vessel, handling Passenger complaints, managing legal disputes, preventing fraud, improving the quality of Transport, promoting the Carrier's services, and legitimate interests of the Carrier. Beyond these operations, the Carrier commits to not selling, renting, assigning, or granting access to third parties to the data without the prior consent of the Passengers, unless required due to legitimate reasons (legal obligation, combating fraud or abuse, exercise of defense rights, etc.).

21.5 The Carrier processes the Passenger's personal data in France and only retains them for the duration necessary for the operations for which they were collected and processed. In any case, the data is kept from the time of booking until the expiration of the contractual and legal prescription periods as specified in these General Terms and Conditions of Use.

21.6 The Carrier guarantees that access to personal data is strictly limited to its employees and agents authorized to process them in the performance of their duties, as well as to Sailcoop. Beyond this, the personal data of Passengers is only communicated to third parties when necessary to fulfill the above-mentioned purposes, without requiring the Passengers' authorization.

21.7 The Passenger is informed of their right to access their personal data at any time, request its correction, oppose its processing, request the limitation of such processing, seek its erasure, and obtain its portability by submitting a request to the Carrier by postal mail or email to the addresses provided in these General Terms and Conditions of Use.

21.8 In any case, the Passenger has the right to file a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL) at the following postal address: CNIL - Service des Plaintes - 3 Place de Fontenoy - TSA 80715 - 75334 Paris Cedex 07.

## **22. Tolerance**

The fact that the Carrier fails to apply any provision of these General Terms and Conditions of Use shall not, under any circumstances, constitute a waiver of that provision, nor affect the Carrier's right to apply any other provision of these terms.

## **23. Severability**

If any provision of these General Terms and Conditions of Use is declared invalid or deemed unenforceable under any applicable law, all other provisions shall remain in effect.

## **24. Modification**

These General Terms and Conditions of Use come into effect as of February 10, 2025. These General Terms and Conditions of Use may be subject to subsequent modifications, and the version applicable to the Passenger's purchase is the one in effect at the time of booking. The Carrier will inform the Passenger of any modifications to the General Terms and Conditions of Use.

## **25. Language**

These General Terms and Conditions of Use were drafted in French.

They may be translated into English. However, in such cases, the French version prevails over the English version. Similarly, in case of ambiguity in any of the provisions of these General Terms and Conditions of Use, the interpretation of that provision will be made based solely on the French version.

## **26. Applicable Law and Competent Jurisdiction**

In the event of a dispute relating to these terms, as well as the Transport they govern, French courts will have exclusive jurisdiction, and only French law will apply.

## **27. Legal Information**

The company NEOLINE ARMATEUR is a French simplified joint-stock company with a capital of €14,023,000, headquartered at 8, rue du Calvaire – 44000 Nantes, registered in the Nantes Trade and Companies Register under the number 901 612 713.

Email: [commercial@neoline.eu](mailto:commercial@neoline.eu).