

Terms & Conditions - NCL (Bahamas) Ltd., Wiesbaden

These Terms & Conditions should be read carefully. They prescribe the basis on which any NCL (Bahamas) Ltd. booking may be accepted and constitute the Contract of Carriage.

1. TRAVEL CONFIRMATION

The confirmation of NCL (Bahamas) Ltd., trading as Norwegian Cruise Line and/or NCL (hereafter NCL), is the acceptance of your booking request. Accepting the booking request results in a travel contract between yourself as well as all other participants who are mentioned on the confirmation and NCL. The travel confirmation contains the significant details of your booked services. Should the services in the travel confirmation differ from those in the booking then a new offer is presented by NCL. In this case you have 7 days in which to accept the new offer. During this period the offer remains legally binding for NCL. Should you accept the new offer in writing within 7 days then the travel contract will be completed on this basis.

2. PAYMENT

2.1 Please observe the dates of payment on our confirmation/invoice. A delayed payment may result in the cancellation of your holiday.

2.2 A security note is included within the confirmation/invoice which shows that NCL is insured against the risk of insolvency with Reise Garant GmbH. This security note certifies the right to claim directly from the insurer in case of insolvency or bankruptcy of NCL.

2.3 Upon delivery of the security note, the following deposit immediately becomes payable per person.

1 – 2-night cruise

75,- EUR each for the 1st and 2nd person, and also for the 3rd to 8th person

20,- EUR for children up to 17 years of age, infants (children under 2 years) pay no deposit

3-night cruise and longer

10 % of the basic cruise price for the 1st and 2nd person, and also for the 3rd to 8th person

10 % for children up to 17 years of age, infants pay no deposit.

2.4 Full payment must be credited on mentioned NCL account no later than 30 days before the date of travel without further prompting by NCL. If a reservation is made within 30 days of the commencement of the holiday, full payment is immediately due after receipt of the confirmation, providing the security note has been delivered. Delivery of the complete and specified travel documents is concurrent with payment in full.

2.5 For Garden Villas (category A1) and upper suite cabins (categories A2, A3, A4 and AA) different payment conditions apply. Booking options will be held for 24 hours, with the following deposit being payable per person:

1 – 2-night cruise

A1, A2 – A4, AA Full price of holiday for 1st and 2nd person, also for the 3rd to 8th person as well as for children and infants

3 or more night cruise

A1 2.500,- EUR each for 1st and 2nd person; 250,- EUR each for 3rd to 8th person, as well as for children and infants

A2 – A4, AA 1.500,- EUR each for 1st and 2nd person; 250,- EUR each for 3rd to 8th person, as well as for children and infants

Bookings made later than 90 days prior to sailing: full payment is due.

2.6 For Specials different payment conditions apply. Specials and their conditions are only valid for new bookings, deposit non refundable. For details of booking options and deposits, please contact your travel agent or NCL at www.ncl.eu.

3. TRAVEL DOCUMENTS

Travel documents will be delivered once payment is complete. If the due balance is not transferred to our account before the date of travel you are not authorised to travel, instead we may charge a cancellation fee as compensation according to point 6.1. NCL is not obliged to accept a guest if the balance payment has not been made before the date of travel, even if the security note has been delivered. Travel documents are made available in form of e-docs. For specially requested paper tickets a service and postage fee of 20,- EUR per person will incur.

4. SERVICES AND PRICES

The scope of contractual services corresponds to the description in the brochure/price insert as well as the stipulated details in the travel confirmation. The same applies to the travel costs to be paid by you. All price information displayed in the brochure/price insert is based on valid rates at time of printing (November 2008) depending on cabin category and travel dates. All Cruise-Only rates can vary on a daily basis depending on the capacity. For the available price of each stateroom and for your travel date at time of your booking please contact your travel agency or the NCL reservations team. All declarations stated in the booking confirmation are binding for NCL. Alterations and subsidiary agreements to the contractual services require specific confirmation by NCL.

5. SERVICE & FARE CHANGES

5.1 Service Changes

The brochure details are binding for NCL, in so far as they form the basis of the holiday agreement. However, NCL reserves the right, for justifiable reasons, to make changes to the brochure details or the holiday advertisement prior to the agreement being concluded. NCL would, of course, inform you of these changes prior to booking. In the case of cancellation of a scheduled flight by the airline or, for example, in a case of noncompliance with the flight schedule of the airline, a change of airline, aircraft or of the arrival and departure airport may be necessary. NCL reserves the right to make such changes and alterations. According to the EU regulation on informing air transport guests of the identity of the operating air carrier, NCL is bound to inform the customer about the identity of the operating air carrier and all performances of services within the booked holiday immediately at time of booking. Alterations to the cruise itineraries are possible e.g. due to official regulations, particular hiping conditions, medical emergencies, or when, due to adverse weather conditions or in the interest of the safety of the guests, the Captain decides to alter the route. The Captain makes the decisions on necessary itinerary changes and/or travel times alone.

5.2 Individual service changes and deviations from the contractual contents of the travel contract, which become necessary after conclusion of contract and which were brought about contrary to good faith on behalf of NCL are permitted so far as the changes and deviations are not considerable and do not impair the overall form of the holiday. NCL is obliged to inform you of possible changes. The service changes replace the original contractual obligation. Eventual warranty claims will remain unaffected even if the service replacement is inadequate. Should such

service changes make the overall form of the tour unacceptable to you, NCL offers you the right to either change the booking or withdraw from the contract free of charge. You also have the right to request an equivalent alternative NCL tour, provided NCL is able to offer such a tour without additional expenses. You must assert your rights arising from contract changes or cancellations in writing and immediately following NCL's declaration of the changes.

5.3 Fare Changes

5.3.1 Fare changes before conclusion of the contract

The fares listed in the price insert are valid at the time of printing (November 2008). NCL reserves the right to alter fares, in particular for the following reasons:

1. an increase in the costs of transportation, charges for specific services such as harbour dues or airport taxes, or a change in the exchange rates affecting the holidays in question after publication of the brochures;
2. if, after the publication of the NCL brochure, the NCL cruise and/or travel package and/or hotel programme advertised in the relevant NCL brochure and which you wish to book is only available upon the purchase of additional places.

5.3.2 Fare changes following conclusion of the contract

In lawful circumstances and within legal scope, NCL reserves the right to pass on any increases in the costs of transportation, taxes, accommodation and exchange rates, provided the date of travel is more than four months after completion of contract. This is applicable exclusively for fare changes where cost factors were subject to unforeseeable changes after the conclusion of the contract. Significant and unpredictable reasons for a price increase, examples include, but are not limited to, the increase in public dues, the increase in value-added tax, changes in the world oil prices, changes in airport tax or harbour dues, or, in particular cases, a more than 20% increase in the EURO vs. US-Dollar exchange rate. To the same extent an adjustment of the agreed travel fare is permitted should there be a change in the official guest tariffs. As proof of the legitimacy of a price change NCL will provide certification of each cost and rate increase for you to check. In case of alterations of prices or services NCL will contact you immediately but no later than 21 days prior to the scheduled sailing date. Increases after that date are not allowed. In case of any increase in price equivalent to 5% or more of the original holiday price, NCL offers guests the right to either withdraw from the contract free of charge or to request the participation in an alternative cruise, provided NCL is able to offer such travel out of its cruise programme without additional expenses. You have to assert your rights against NCL immediately after NCL has informed you about alterations of price.

6. CANCELLATION, BOOKING CHANGES, REPLACEMENTS AND NAME CHANGES

6.1 Cancellation through the guest

You can cancel your contract at any time before date of travel. As means of proof, cancellations should be made in writing. Your cancellation notice is effective upon receipt by NCL or by your travel agent. Should you cancel your booking or not commence the holiday, NCL reserves the right to levy charges for made travel provisions and expenses incurred. When calculating the charges, NCL takes into account the services saved and the possible other use of the services. NCL may claim cancellation fees expressed as a percentage of the travel fare according to the amount of notice given between cancellation date and departure date, as listed below. You are free to prove to NCL that NCL has suffered no loss or a considerably slighter loss than what they are claiming for.

Cancellation fees per person:

1 – 2-night cruise

Up to 22 days before departure date: 75,- EUR; children up to 17 years 20,- EUR, infants 0,- EUR

21 – 15 days before departure date: 50 % of the travel fare for 1st-8th person, children and infants

14 – 8 days before departure: 75 % of the travel fare for 1st-8th person, children and infants

7 days and less before departure: 90 % of the travel fare for 1st-8th person, children and infants.

3-night cruise and longer

Up to 60 days before departure date: 10 % of the travel fare for 1st-8th person and children up to 17 years of age, infants pay no cancellation fees

59 – 30 days before departure date: 20 % of the travel fare for 1st-8th person, children and infants

29 – 22 days before departure date: 30 % of the travel fare for 1st-8th person, children and infants

21 – 15 days before departure date: 50 % of the travel fare for 1st-8th person, children and infants

14 – 8 days before departure: 75 % of the travel fare for 1st-8th person, children and infants

7 days and less before departure: 90 % of the travel fare for 1st-8th person, children and infants.

For Garden Villas (category A1) and upper suite cabins (categories A2, A3, A4 and AA) different cancellation fees per person apply:

1 – 2-night cruise

Until 90 days prior sailing: 500,- EUR for category A1; 250,- EUR for category A2 – A4 and AA; for children 75,- EUR; infants pay no cancellation fees

89 – 60 days before departure date: 50 % of the travel fare for 1st-8th person, children and infants

59 – 30 days before departure date: 75 % of the travel fare for 1st-8th person, children and infants

29 days until day of departure: 95 % of the travel fare for 1st-8th person, children and infants.

3-night cruise and longer

Until 90 days prior sailing: 2.500,- EUR for category A1; 500,- EUR for category A2 – A4 and AA; for children 250,- EUR, infants pay non cancellation fees

89 – 60 days before departure date: 50 % of the travel fare for 1st-8th person, children and infants

59 – 30 days before departure date: 75 % of the travel fare for 1st-8th person, children and infants

29 days until day of departure: 95 % of the travel fare for 1st-8th person, children and infants.

For Specials different cancellation fees per person apply. For details of cancellation fees, please contact your travel agent or NCL at www.ncl.eu. Specials and their conditions are only valid for new bookings, deposit non refundable.

6.2 Booking Changes

Your booking can be changed upon request and subject to availability (rebooking). This can be done until 60 days before date of travel. NCL charges the sum of 50,- EUR rebooking fee per person. Should you wish to make a rebooking less than 60 days before date of travel, then

booking changes can only be made, if at all possible, by cancelling the travel contract under the conditions stated in 6.1 and a rebooking. Any form of alteration made to the date of travel, destination or place of departure, accommodation, the cabin or mode of transport is considered as a change.

6.3 Replacements

Up to the date of travel i.e. taking into consideration a reasonable amount of time for organisational matters, you may demand that a third party takes over all rights and liabilities of your travel contract. NCL reserves the right to decline the third party should he/she not meet the travel requirements or should there be legal restrictions or an official directive against his/her participation. Should a third party enter the contract then he/she and you are liable as codebtors for the travel fare and the additional costs caused by the third party entering.

6.4 Name Changes

At time of booking all guests names need to be submitted to NCL. Names need to be congruent with the valid guest passports. NCL reserves the right to pass on a service fee of 50,- EUR per person for name changes after receipt of booking confirmation through NCL. Name changes for scheduled flight bookings are only possible in exceptional circumstances and on request; once the flight tickets have been issued, NCL will charge a fee of 150,- EUR per person for name changes. Depending on the availability of seats, additional surcharges may incur.

6.5 Service fees and charges for cancellations, booking changes and name changes are payable immediately.

7. CANCELLATION IN EXTREME CIRCUMSTANCES

7.1 Cancellation prior to the date of travel

Should travel be largely hindered, endangered or affected due to a force majeure event (e.g. through war, domestic turbulence, natural disasters, epidemic outbreaks, government authority measures, e.g. accommodation or transport embargos, ship loss or other similar incidents) which were not predictable at the time of conclusion of the contract, then both the guest and NCL may cancel the contract. In the event of NCL cancelling the holiday prior to departure the guests receive a refund of all sums paid to NCL. Otherwise no compensation shall be payable.

7.2 Cancellation after date of travel

Should cancellation be made after the date of travel then NCL is obliged to take necessary action, if possible, for return transportation. The charges for return transporting will be shared by both parties. Other additional costs will be charged to you as traveller.

8. LIABILITY & LIMITATION OF LIABILITY

8.1 NCL's contractual liability is limited to three times the travel fare for damages which are not personal injuries, as far as the damage was not caused by intention or gross negligence, or as far as NCL alone is liable for the damage caused by default of a service provider.

8.2 NCL is liable for personal injuries up to the sum of 163.614,- EUR per client and per tour if the claim is due to an unlawful act and not due to intention or gross negligence. The limitation of liability for damage to property amounts to 4.100,- EUR. If the travel fare exceeds 1.364,- EUR then the liability is limited to three times the travel fare. Damage claims against NCL can be restricted or ruled out according to the statutory regulations of international agreements applying to the service performance of service providers, whereby damage claims against service providers may only be made or ruled out under certain provisions and with certain limitations. Thus NCL may claim e.g. that the service providers are not liable for flight, train, and bus or ship delays so that NCL too does not have to answer for the missed connections. (Amendment to the German Law of the Sea as appendix to Section 664 of the German Commercial Code)

8.3 NCL is not liable for information printed in hotel and local brochures. NCL can neither influence their origin nor control their accuracy. Likewise, NCL is not liable for changes in political circumstances or entry regulations, making an entry to the country or destination difficult or impossible, provided these occur after the printing date of the brochure. In the event that changes are necessary we will always try to advise you in advance, but this cannot be guaranteed.

8.4 Loss or damage to baggage: Loss or damage to baggage during embarkation or disembarkation must be reported. You are obliged to notify NCL or an official agent thereof in writing. Should cabin baggage be noticeably damaged externally then you must submit written notice forthwith; at the latest by the time of disembarkation. Should other baggage, which has been handled or stored by the crew, be noticeably damaged externally then you must report this upon receipt of your baggage. If the damage is

not noticeable externally then the notice must be submitted no later than 15 days after disembarkation, receipt of baggage, or date of foreseen receipt of baggage. In the case of loss or damage of flight baggage please contact the air carrier or its

representative at the airport immediately upon ascertainment of damage. Should you not fulfil these obligations then you are not entitled to make a claim. Guests' own carrying, storing and handling of baggage on board will always be at guests' own risk.

9. SHORE EXCURSION PROGRAMME

NCL has compiled an extensive shore excursion programme for you, which is available exclusively from local event organisers at the relevant destinations (ports). NCL acts as an agent for these shore excursions. They can be reserved either before the commencement of your holiday via the NCL reservations department or the internet, or on board the ship at the shore excursion desk. Please note that the realization of the shore excursions depends on a minimum number of participants. This number is mentioned in the shore excursion programme. Please inform yourself on board whether your shore excursion reached the minimum number of participants and will take place. Payment is made on board. NCL expressly points out that all shore excursions (including sporting events, theatre visits, exhibitions, sightseeing tours, guided tours etc.), whether in English, German or Spanish are optional, and that NCL is not liable for the services or actions of local event organisers. NCL acts as an agent for these third-party services purely as a service for your convenience.

10. LANGUAGE ON BOARD/GUEST SERVICE

Please note that the official language on board is English, and that all announcements and safety measures (emergency drills) will therefore be carried out in English. A basic knowledge of the English language is therefore necessary. A more advanced knowledge of English is to be recommended.

10.1 NCL makes every effort to have a multi-lingual international hostess on all ships. This guest service is intended to help you overcome any language barriers and assist you with any language-related problems you may have. The international hostesses do not take on the function of tour guide. In other words, they do not look after the organisational aspects of your holiday, nor do they act as a personal travel representative. If NCL is exceptionally unable to provide this language service on a particular cruise, please understand that this does not constitute grounds for complaint.

11. WARRANTY

11.1 Remedy

Should you, contrary to expectation, have reasons for complaint you can seek remedy. According to the law of warranty and the right of notice, you are obliged to report the deficiency forthwith on-site to the ship's reception or an international hostess and then present NCL with a time limit to provide a remedy, unless remedy is impossible or is refused by NCL. NCL can offer remedy by providing an equivalent replacement service as long as this is reasonable. Should NCL offer you a reasonable remedy then you are obliged to accept it. Should you refuse a reasonable offer you are no longer entitled to make warranty claims for inconveniences. Alternatively address your remedy claims directly to:

**NCL (Bahamas) Ltd., Wiesbaden Office
Continental Europe Branch
Kreuzberger Ring 68
65205 Wiesbaden, Germany
Tel.: 0049-(0)611-36 07-0**

If NCL, contrary to obligation, does not succeed in providing a remedy within a given fair time limit then you may seek your own remedy. Hostesses or responsible travel staff are not authorised to recognise any claims, they may only confirm the registration of your complaints. Should you not fulfil this duty to cooperate by actual fault, then you will not be entitled to make a claim.

11.2 Price Reduction

In the unlikely event that a defect according to § 651c BGB arises during the journey which could not be remedied, then you may ask for a price reduction. This is, however, on condition that you have not defaulted on reporting this defect. In addition, according to § 651 e, f BGB you may cancel the holiday completely or you may claim damages for non-performance.

11.3 Claims and Time Limits

Notice of any claim must be made to NCL within a month following the travel termination as per contract. We recommend you make the claim in writing. Limitation of Claim: All travel claims (§§ 651 c-f BGB) submitted to NCL expire after one year. Thereof are excluded contractual damage claims due to death, personal injury or damage to baggage or caused to someone's health. These are limited to 2 years. The limitation begins with the travel termination date as per contract (§651 clause II together with article 2 BGB). Damage claims for unlawful acts are limited to 3 years provided they are not subject to the German Commercial Code (HGB), Shipping Law.

11.4 Should you not make use of a service due to early return or for other urgent reasons, then NCL will try for reimbursement of these services from the service providers, unless the services are irrelevant or reimbursement is opposed by legal or official regulations. Your right to cancel due to default will remain unaffected.

12. PASSPORT, VISA, COSTUM, CURRENCY AND HEALTH REQUIREMENTS

NCL is responsible for making sure that citizens of those countries where the tour is offered are informed of passport, visa and health requirements and possible changes thereof prior to starting the journey. NCL may delegate this instruction to the travel agent. Citizens of other countries, please check passport, visa and any other entry requirements with your own country's embassy. In doing so NCL assumes that there are no peculiarities in the customer itself and potential fellow travellers (e.g. dual citizenship, statelessness). European citizens have to carry along a machine-readable passport, which must be valid for a minimum of six months beyond their return. This also applies to children and to holidays within Europe. The customer is responsible for obtaining and entrainment of required documents, potential mandatory vaccination as well as compliance of

customs and exchange control regulations. Inconveniences that might accrue from non-compliance of these regulations e.g. payment of cancellation fees are for your account. It is important that you familiarise yourself with the applicable customs and immigration regulations, which are listed in the "Questions & Answers" section (p. 24-27) of our price insert.

US law and health regulations apply on board NCL ships. Due to the heightened level of security, the US government has enacted the Border Security Act, under which all Guests must provide key personal information in advance of sailing, even if they are not actually entering the United States. Guests should visit www.ncl.eu, complete the Advance Guest Registration-form and submit the relevant information online to NCL at least 14 days prior to sailing. For Advance Guest Registration-forms that are not completed online NCL charges a service fee of 10,- EUR per person. For any further questions, please contact your travel agent.

13. RESTRICTIONS AND EXCLUSIONS OF CONVEYANCE

13.1 US laws and health regulations apply on our entire fleet. Please note that according to US law any individual is only considered an adult with 21 years of age. Thus, a guest under 21 years of age must be accompanied by a guest 21 years or older. On board it is not allowed to sell alcohol to guests under 18years. Guests aged 18 to 20 years have to carry along a written approval from the parent to be allowed to buy or consume wine and beer on board (except for sailings around Hawaii and Alaska).

13.2 For safety reasons infants under the age of 6 months are not allowed on board.

13.3 NCL will not accept guests who will have entered their 24th week of pregnancy by the time of their travel. A medical certificate establishing due date and fitness to travel must accompany an expectant mother's application for passage. NCL will not be responsible or liable for any complications of pregnancy which arise or occur during the cruise.

13.4 Any physical challenge or medical condition that requires special treatment or attention must be reported to NCL at the time of reservation. For certain conditions we ask for affirmation and liability forms. NCL has the right to refuse or revoke passage to anyone who, in our judgment, is in physical or mental condition unfit for cruise travel or who may require care beyond what NCL can provide. All physically impaired guests must be self-sufficient and should travel with a guest who will provide any assistance needed during the cruise or in the event of an emergency. Guests who use a wheelchair must provide their own small, collapsible type.

13.5 Wearing diapers in the swimming pools or whirlpools is not allowed. People and children dependent on diapers are not allowed in the pools.

13.6 If holidaymakers contract an infectious virus or bacterial illness while on board, the ship's doctor is permitted to confine them to their cabins for health and safety reasons.

14. MISCELLANEOUS

Please keep in mind that you need to have completed check-in on the day of embarkation at the latest two hours ahead of the departure time stated in your cruise documents. It is in the guest's responsibility to keep this embarkation time in the port of embarkation. All costs incurred as a result of not boarding the ship on time at the embarkation port shall be borne by the guest.



In all ports of call you must return to the ship no less than one hour before the scheduled departure time. Please consider that shipboard and shoreside clocks may have different times, but it is the guest's responsibility to return to the ship on time so as not to miss the ship's departure. Any costs associated with transporting the guest to rejoin the ship including, but not limited to, government fees, visa fees, subsistence, lodging, air fare, launch fare, car hire or agency fees shall be borne by the guest. For your information we kindly ask you to read our "Welcome On Board" leaflet, which you will find online or receive with your travel documents. For further questions please contact your travel agent or our reservation office.

15. PLACE OF JURISDICTION

Place of jurisdiction for lawsuits against NCL will be Wiesbaden, Germany. Solely German law will be applicable regarding the contractual relationship between you and NCL. The same applies to the entire legal relationship. As far as German law is not applicable to lawsuits against NCL abroad, concerning the tour operator's liability on the merits, solely German law applies particularly for legal consequences with regards to type, extent and the amount of the customers' claims.

Tour Operator:

NCL (Bahamas) Ltd., Wiesbaden Branch Office

Continental Europe Branch

Kreuzberger Ring 68

65205 Wiesbaden, Germany

Tel.: 0049-(0)611-36 07-0

Domicile of the Branch Office is Wiesbaden (Local Court (Amtsgericht) Wiesbaden HRB 217772)

Permanent Branch Manager: Michael Zengerle

Legal structure of the foreign company: Exempted Company according to the law of Bermuda

Register of the foreign company: registered in the Commonwealth of Bermuda, registration no. 34680

Domicile of the foreign company: Hamilton/Bermuda

Directors: Dan Farkas, Kevin Sheehan

Status: November 2008 (subject to changes and misprints)