

TERMS AND CONDITIONS OF CARRIAGE

1. DEFINITIONS

In this Ticket the following terms shall have the meanings shown below:

"Ticket" means the present passage ticket. "Passenger" means the person named in this Ticket.

"Carrier/" means the entity in whose name this Ticket is issued as well as its agents and/or representatives.

"Vessel" means the vessel named in this Ticket as well as any other vessel, whether belonging to the Carrier or not, which is or shall be substituted, in whole or in part, for that vessel.

"Fare" means the price for carrying the Passenger by sea at the Carrier's applicable tariff at the date of departure.

"Carriage" means the carriage of the Passenger by sea and, where appropriate, of the Passenger and his/her luggage and comprises the period during which the Passenger is on board the Vessel or in the course of embarkation or disembarkation, but does not include the period during which the Passenger is not on board the Vessel and/or is in a terminal, or on a quay, or in or on some other port installation.

2. CONTRACT

2.1 By accepting or by using this Ticket or by boarding the Vessel, the Passenger acknowledges that the Carriage covered by this Ticket and all relations between the Passenger and the Carrier shall, in any circumstances, be governed by and subject to the terms and conditions printed on, affixed or referred to in this Ticket as well as the Carrier's applicable tariffs, notices, and regulations, which are deemed to form an integral part of this Ticket and may be consulted on request at the Carrier's offices and/or on board the Vessel. 2.2 The regulations governing conduct on board the Vessel or introduced from time to time by the Master of the Vessel are mandatory for all Passengers.

2.3 No servant of the Carrier has the authority to modify or waive any of the terms of this Ticket unless such modification or waiver has been expressly authorized by the Carrier in writing.

2.4 In the event that any of the provisions of this Ticket shall prove to be ineffective, illegal or unenforceable, the remaining provisions shall nonetheless remain fully applicable and enforceable.

3. TICKET

3.1 The Ticket is personal and valid exclusively for the Passenger named therein. It may not be transferred, assigned, or used by anyone other than the person(s) named therein as Passenger(s), without the Carrier's written authorization.

3.2 The Ticket must at all times be held by the Passenger and produced to the Carrier whenever requested by the Carrier and/or its servants.

3.3 If the Ticket is lost, the Passenger must acquire another one from the Carrier. If the Passenger provides proof of payment for a sea ticket, the Carrier may issue a new sea ticket without collecting the Fare again. However, the Passenger will have to pay a charge of € 20 for any issue of a new sea ticket.

3.4 The Ticket is valid only for the date of departure indicated therein. If no departure date is specified, the Ticket may be used within one year only from its date of issue and only if space is available. Beyond this time, the Ticket shall be void and non-refundable.

3.5 The dates, times, and ports of call shown on the Ticket are indicated for information only and are in no way binding on the Carrier.

3.6 If return tickets are issued, the return section does not ensure a place on board for a specific departure unless requested and guaranteed for that sailing by the Carrier. Return tickets are valid for 12 (twelve) months from the time of boarding on the outward journey.

4. FARE

4.1 The Fare along with the taxes and ancillary charges must be paid to the Carrier in full at the latest 45 days before the date of boarding.

4.2 The Fare is deemed fully earned and is non-returnable in any event whatsoever.

4.3 Any Passenger who, by reason of an illness or for any other reason, requires during the Carriage a special treatment or a specific care which was not initially foreseen, shall pay the full corresponding costs.

4.4 Any service not covered by the Carrier's applicable tariff, including the purchase of beverages or any other supplements, as well as medical treatment, shall be provided to the

Passenger in exchange for payment of the corresponding costs, price, or surcharge. Such payment shall be made in cash before the Passenger leaves the Vessel, in any of the currencies accepted on board at the time of payment.

4.5 As the Carrier is entitled to substitute one of its vessels or any other vessel for the one announced for the voyage, the Fare may be revised in accordance with the applicable fare for the vessel making the voyage. In such case, the Passenger shall pay the corresponding excess or be refunded the difference in fares.

4.6 Any change requested by the Passenger with regard to the Carriage may be freely accepted by the Carrier against payment of the price set by the Carrier for this purpose.

4.7 The Passenger breaking off the voyage without the Carrier's consent shall not be entitled to any refund of the Fare for the part of the Carriage not completed and shall not be entitled to catch the Vessel in another port during the same voyage or any subsequent voyage.

5. CANCELLATION

5.1 If the Passenger decides not to make the voyage, the Passenger must advise the Carrier in writing (mail or fax) before the Vessel's scheduled date of departure. Otherwise, the cancellation of the booking will not be taken into account and the Fare shall remain owed in full to the Carrier.

5.2 Any request for cancellation duly notified by the Passenger to the Carrier shall entail the payment by the Passenger of the following penalties:

cancellation more than 60 days before the scheduled date of departure: 50 Euros cancellation

59-45 days before the scheduled date of departure: 15% of Fare cancellation 44-30 days before

the scheduled date of departure: 25% of Fare cancellation 29-11 days before the scheduled date

of departure: 50% of Fare cancellation 10-6 days before the scheduled date of departure: 75% of Fare.

5.3 No refund shall be given for any cancellation notified less than six days before the scheduled date of departure.

5.4 For any cancellation made as a result of a change of date, it is the initial date that shall be taken into account.

5.5 If the Vessel is unable to sail for any reason whatsoever, the contract of Carriage shall be cancelled and the Carrier shall return the paid Fare to the Passenger, with no indemnity whatsoever on either side.

5.6 If the departure from the initial port of boarding is delayed by more than 7 (seven) days, the Passenger may request the cancellation of the voyage and have the Fare refunded.

6. BOARDING

6.1 The Passenger shall check-in for boarding at least one hour and a half before the time when the Vessel is due to sail. After this time, the embarkment of the Passenger shall not be anymore vouched for.

6.2 The Passenger must be in possession of all travel documents, passport, visas, entry permits, health and/or inoculation certificates and other documents required for boarding the Vessel, undertaking the scheduled voyage and disembarking at the various ports of call or of destination. Otherwise, the Carrier may decline to allow the boarding or disembarking of the Passenger.

6.3 Passengers who for any reason are prevented from disembarking at the port of destination shall pay the Fare for the return voyage to the port of boarding or to any other port of call scheduled by the Carrier on the basis of the Carrier's applicable rates.

6.4 No couchette or cabin may be occupied by a Passenger if it has not been allocated to him/her by the Carrier. A Passenger who occupies alone a cabin of two or more couchettes at the time of departure may not object to the vacant couchette(s) being allocated subsequently to other persons, unless the Passenger has paid a supplement to have their exclusive use.

6.5 The Passenger is invited to take out before the date of boarding an insurance covering any delay or cancellation of the voyage, any personal injury or loss or damage to luggage and any liability toward the Carrier or to third parties. A copy of the corresponding insurance certificate shall be sent immediately to the Carrier at least one week before the scheduled date of departure.

7. LUGGAGE

7.1 Passenger's luggage must contain only Passenger's clothes and other personal effects. It is prohibited to take on board as luggage any items other than those for the Passenger's personal use. If it is determined that the luggage taken on board by the Passenger does not consist of

personal effects, the Carrier may freely decide to stow it in the hold or on deck and the Passenger shall pay the Carrier twice the applicable freight charge for goods for the same voyage according to the Carrier's applicable tariff. In any event, the Carrier shall not be liable for loss of or damage to such items, whatever the cause.

7.2 Passenger's luggage shall be taken on board or disembarked strictly by the Passenger and at the Passenger's sole risk.

7.3 The luggage weight is limited to 100 kg per Passenger on all of the Carrier's lines, except for the West Indies Line on which the limit is set at 150 kg per Passenger. Any excess luggage may be accepted depending on available space and shall be charged for at the Carrier's applicable tariff. Under no circumstances shall payment of this excess confer any additional or special rights on the Passenger.

7.4 Each Passenger must mark legibly and indelibly on each item of luggage the Passenger's full name and address, together with the name of the Vessel, the date of departure, the port of destination, and the Passenger's cabin number. These details must be marked not only on the wrapping or packing of the luggage but also on the luggage itself.

7.5 Any luggage left unclaimed upon the Vessel's arrival at its destination shall be handed over to Customs or to any other official authority at the Passenger's risk and expense. The Carrier and the Master shall be exonerated from any liability by such hand over.

7.6 No declaration of valuable goods shall be accepted by the Carrier unless it is preceded by a list of contents and against payment of a 1 % tax on the value of the items declared.

7.7 Passengers shall not be liable to pay, nor be entitled to receive, any general average contribution in respect of their luggage.

7.8 Passengers are not authorized to bring any alcoholic drinks on board the Vessel. The Carrier may confiscate any such items and dispose of them as it deems appropriate.

7.9 It is prohibited to bring on board the Vessel any dangerous or illegal products or goods. Any Passenger bringing on board or placing in luggage any inflammable, explosive, corrosive or dangerous goods such as matches, powder, cartridges, films, firecrackers, etc. or any weapons of any kind (including firearms and knives) or any items or substances that it is prohibited to import or that do not comply with the laws and customs or police regulations, shall be liable to the Carrier and/or to any third parties for damages and expenses that may result from their being taken on board and for any penalty or fine provided for by French and/or foreign applicable laws and regulations.

7.10 The Carrier shall be authorized at any time to destroy, sell, abandon or make harmless any such products or goods, without paying any compensation to the Passenger and without prejudice to the Carrier's right to payment of the Fare and other related expenses.

7.11 Any Passenger taking on board products or goods that prove to be dangerous or illegal, shall, whether aware or not of the dangerous or illegal nature of the products or goods taken on board, compensate the Carrier for any claims, loss, damage or expenses resulting from therefrom.

8. LIVE ANIMALS

8.1 Live animals are not allowed on board the Vessel unless the Carrier decides otherwise in writing. In this case, it is understood that the Carrier shall have no liability whatsoever for any damage that may arise throughout the Carriage because of the animal being taken on board. In particular, the Carrier shall not be liable for death, illness, loss, or injury of the animal nor for any loss, damage, or personal injury caused by the animal to any person or property on board.

8.2 In no event shall animals be allowed into Passengers' cabins or into common areas. Animals shall be housed in kennels or in cages. Dogs shall be muzzled and kept on lead.

8.3 If the Carrier considers that an animal may cause injury to any person or other animal or damage to any property on board, or that it may delay the Vessel or prevent it from continuing the voyage normally, then any such animal may be caged, disembarked, or put down and thrown overboard without any liability being incurred by the Carrier.

8.4 The Passenger shall indemnify the Carrier for all additional costs whatsoever, resulting from the carriage of any live animal.

9. MINORS - AGE LIMITS

9.1 Children under 12 years of age shall at all times be under the supervision of their parents or an accompanying adult responsible for them and must not move around on the Vessel unaccompanied. Under no circumstances shall the Carrier be liable for personal injury to

minors in breach of the foregoing. Children under 5 years of age are not allowed on board the Vessel.

9.2 The upper age limit for allowing Passengers on board the Vessel is set at 70 years.

10. ILLNESS

10.1 Passengers shall provide to the Carrier, at least one month before boarding, a medical certificate complying with the requirements set out by the Carrier, stating any current illness or treatment and attesting that they are in good health and fit to undertake the voyage. If a satisfactory medical certificate cannot be provided to the Carrier, the Carrier may refuse to allow the Passenger on board, without prejudice to the Carrier's right to the Fare.

10.2 Passengers acknowledge having been advised that there is no doctor, nurse, or medical facilities on board the Vessel and that in the event of a medical emergency on board any treatment will be very limited.

10.3 In any event, the Carrier has no duty to provide medical assistance to the Passenger. 10.4 Passengers falling ill during the voyage shall use any medicines that may be on board at their full risk and expense.

10.5 The Carrier shall be entitled to reimbursement of any hospital or medical expenses incurred for the ailing Passenger whether on board or ashore and for any other expenses for disembarking or repatriating the Passenger.

10.6 The Carrier may ask any Passenger to disembark at any port of call if the Passenger's state of health is such that the Passenger is unable to make the voyage or is likely to endanger the life of the Passenger or the health or life of any other person on board the Vessel.

10.7 Passengers acknowledge having been advised by the Carrier that the Vessel has no facilities for disabled people.

11. PASSENGER'S LIABILITY

The Passenger shall be liable for any injury or damage caused, directly or indirectly, by the Passenger or by any person or animal in his/her custody, to the Vessel, its installations and equipment, to property, to other passengers, to its crew, and to any third parties; and for any sanction, fine or penalty or other that may be imposed on the Carrier by any authority or State, because of the Passenger.

12. CARRIER'S RIGHTS

12.1 Whereas the primary purpose of the Vessel's voyage is the carriage of commercial goods and containers, the Carrier may, at any time, advance or postpone the Vessel's departure or arrival, substitute another vessel for it, deviate, reroute or follow what the Carrier considers the most appropriate course, depending on the conditions and requirements that correspond to the commercial priorities for the carriage of the goods, with the Passenger having no right to any refund of the Fare or to any compensation whatsoever.

12.2 The Carrier reserves the right to cancel calls at any scheduled ports or to call at ports other than those scheduled at the time the Passenger boarded, without the Passenger being entitled to any refund of the Fare or to the payment of any compensation.

12.3 If, for any reason, the Vessel is unduly delayed or cannot leave, call at a port, make the voyage, proceed or complete the voyage normally, the Carrier may, at its option, either have the Passenger disembark and refund the proportion of the Fare which, according to the Carrier's tariff, corresponds to the value of the uncompleted part of the voyage, or have the Passenger and his/her baggage carried by another vessel or another carrier to the port of destination. From the time such refund is paid or transshipment made, the Carrier shall have no liability and the Passenger may not claim any compensation.

12.4 In the event that the duration of the voyage exceeds the time scheduled for the normal route, because of circumstances partly or entirely beyond the control of the Carrier or the Master (particularly in case of damage, bad weather, acts of war, strikes, lock-outs, blockades, stoppages, constraints, etc.), the Carrier reserves the right to levy, for the carriage, food, maintenance, and accommodation expenses on board, a supplement to the Fare. The same will apply should the Vessel be on quarantine with the Passengers being detained, in which case each Passenger shall personally bear the resulting risks and expenses including health care expenses.

12.5 The Carrier reserves its right to refuse access on board to any Passenger or to require any Passenger to disembark at any port, or to transfer a Passenger from one cabin to another, if the Carrier reasonably considers that the presence of the said Passenger could endanger the health or safety or impair the reasonable comfort of any other passenger or crew or be detrimental to

good order on board. In any of these events, the Passenger shall not be refunded any of the Fare and the Carrier shall not be liable for any loss or expense incurred by the Passenger by reason thereof.

12.6 The Vessel shall be free to tow and assist other vessels under any circumstances, even by deviating from its route, and to comply with the orders and commands concerning the ports and routes of arrival and departure, transshipment, disembarkation, or destination given by any government or public authority or by any insurer of the Vessel.

13. LIEN

The Carrier has a lien on the luggage and has the right to sell the luggage either by private sale or by public auction for monies owed by the Passenger to the Carrier under this contract of Carriage and for any costs and expenses incurred as a result of the lien and the sale and for any debt of whatever nature owed by the Passenger to the Carrier.

14. CARRIER'S LIABILITY

14.1 The Carrier shall not be liable for any damage or loss suffered as a result of the death of or personal injury to a Passenger, unless the event causing the damage or loss occurred in the course of the Carriage and was directly due to the proven fault or neglect of the Carrier or any of its servants acting within the scope of their employment.

14.2 The Carrier shall be liable for the damage suffered as a result of the death of or personal injury to a Passenger, caused by shipwreck, collision, running aground, explosion, fire, or any other major accident unless it can prove that the accident was not caused by negligence of the Carrier or any of its servants acting within the course of their employment. 14.3 In each of the circumstances referred to in paragraphs 14.1 and 14.2 above, the liability of the Carrier shall in no case exceed the limitations specified in Article 7 of the International Convention on the Limitation of Liability for Marine Claims signed in London on 19 November 1976, the limit applicable per Passenger being equal to the amount which is indicated as the basis for the calculation in point 1 of the said Article.

14.4 The Carrier shall not be liable for the loss of or damage to the Passenger's luggage, unless it is proven that the event that caused the loss or damage occurred during the Carriage and is directly attributable to the fault or negligence the Carrier or any of its servants acting within the course of their employment.

14.5 The liability of the Carrier for the loss of or damage to the Passenger's luggage shall not exceed the limitation provided by article 4 of the Decree of 23 March 1967, as amended by article 2 of the Decree of 24 September 1986.

14.6 The Carrier shall not be liable for any loss of or damage to monies, gold, securities, manuscripts, or other valuables, except where such valuables have been deposited with the Carrier who has agreed in writing to safekeeping them, in which case the Carrier shall be liable up to the limit provided for in the preceding paragraph.

14.7 The Carrier shall not be responsible for any rerouting, breakdowns of services or delays, whatever their cause, occurring at the departure or arrival of the Vessel as well as during the voyage, subject to article 36 of the Law of 18 June 1966. In particular, the Carrier shall not be responsible for the consequences that may result from civil or foreign wars, acts of piracy, riots, strikes, lock-outs, and generally for any case of "force majeure" and labor disputes whatever the causes and whoever the instigators.

14.8 The liability of the Carrier under this contract of Carriage is, in all instances, strictly limited to the period of Carriage.

14.9 The Limitations, exclusions, defences and immunities of whatsoever nature as well as all stipulations of this contract concerning the Carrier's liability shall also apply, where appropriate, to the liability of its agents, vessels, servants and other representatives as well as to the liability, where entailed, of the owners, agents, employees and other representatives of any substituting vessel.

15. TIME BAR

15.1 Any action for damage arising out of loss of life or personal injury to the Passenger shall be time-barred after a period of two (2) years. The said period of two (2) years shall run: (a) in the case of personal injury, from the date of the disembarkation of the Passenger; (b) in the case of death occurring during Carriage, from the date when the Passenger should have disembarked or, in the case of personal injury occurring during carriage and resulting in the Passenger's death after disembarkation, from the date of death, provided that this period does not exceed three years from the date of disembarkation of the Passenger.

15.2 Actions involving the carriage of luggage must be brought within one (1) year. The time limit runs from the date of disembarkation of the Passenger or from the date when disembarkation should have taken place, whichever is later.

16. CLAIMS

16.1 Any claim or complaint by the Passenger concerning the conditions of Carriage shall be immediately notified in writing to the Carrier.

16.2 In the case of personal injury to the Passenger, the Passenger must give notice in writing to the Carrier at most three (3) days after disembarking, failing which, it shall be presumed that the Passenger disembarked safe and well.

16.3 In the case of apparent damage to luggage, the Passenger shall notify a detailed written claim to the Carrier before or at the time of the disembarkation of the Passenger. In the event of loss or damage that is not apparent, such claims shall be notified within three days from the date of disembarkation. Should the Passenger fail to comply with these requirements, it shall be presumed that the Passenger received the luggage in good condition.

16.4 Written claims or complaints shall be ineffective if the state of the luggage was jointly surveyed by the parties at the disembarkation of the Passenger.

17. GOVERNING LAW - JURISDICTION

17.1 This Ticket is governed by French law, in particular the Law of 18 June 1966 and its implementing decrees, within the limit of their mandatory provisions.

17.2 Any disputes concerning the making and/or construction and/or performance of this contract of Carriage shall be brought before the Tribunal de Commerce of Marseilles, unless the defendant is not a commercial entity in which case any dispute shall be brought before the Tribunal d'instance of Marseille.