

General Terms and Conditions

The following General Terms and Conditions (“GTC”) are an element of the charter contract (“Contract”) between Southern Ocean Company OY as “Provider” and you as “Participant”.

Weather conditions and unexpected events can cause considerable impairments and may make days in port necessary. Such impairments are part of the Contract for a sailing trip and do not entitle the Participant to claim compensation.

1. Conclusion of Contract

a. With your booking on the booking form, you make a binding offer to *Southern Ocean Company OY* to conclude a charter contract for a sailing trip. The booking is valid for all participants named on the booking form. In this case, the signing Participant is required to inform the remaining named participants about duties and risks.

b. Single Participants must be at least 18 years old. Adolescents and children (age 8 and older) may participate in company of their parent(s) or guardian. Exceptions for younger children can be made according to agreement. Participants must be able to swim in deep water for at least 15 minutes with clothing, and participants must be free of infectious disease and diseases causing seizures. The Participant is requested to judge whether his/her physical constitution meets the requirements expected on a sailing trip. If in doubt, consult the provider in writing. Some trips (transatlantic) trips may have special requirements that are mentioned in the description of the voyage. Any questions are to be sent in writing.

c. Participants are requested to always follow the captain's instructions on board the ship, and to inform the captain about impairments (e.g., hearing or sight impairment) before the beginning of the trip.

d. It is not permitted to bring pets or drugs on board the ship.

e. Prices listed are valid but subject to error or change before conclusion of the Contract. *Southern Ocean Company OY* is required to inform the Participant before conclusion of the Contract whether listed prices were changed. The price agreed upon in the Contract is binding; subsequent changes are void.

f. The Contract becomes effective on the acceptance of the booking by *Southern Ocean Company OY*, and when the reservation fee (30% of the total price) is fully transferred to the charter company.

2. Terms of Payment.

a. A down payment of 30% of the agreed price must be transferred to an account indicated by *Southern Ocean Company OY* and thereby making the contract effective. The remaining amount of 70% of the agreed price must be transferred to the same account no later than 8 weeks before the beginning of the trip, without further request for payment. For the Atlantic Rally for Cruisers campaign the 8 weeks rule does not apply but the specific schedule of payment to the event.

b. If you make a booking with less than 8 weeks before the beginning of the trip, you must transfer the complete amount immediately following receipt of the written confirmation. If you are in default of the payment, *Southern Ocean Company OY* is entitled to withdraw from the Contract. The reservation fee of 30% is non refundable.

3. Participant Withdrawal

a. You can withdraw from the Contract or remove it to another person one month before departure. The withdrawal must be notified to the operator in writing. The reservation fee can be removed on the new participant.

b. Up to the day of the beginning of the trip, you can name a substitute person who shall accede to the contract and take your rights and duties resulting from the Contract. *Southern Ocean Company OY* is entitled to refuse a substitute who does not meet the requirements of the trip. The substitute and you are liable as joint debtors for the price of the trip as well as for additional costs caused by the entry of the substitute.

c. If you terminate a trip prematurely of your own accord, for whatever reason, *Southern Ocean Company OY* remains entitled to the complete contractual price for the trip.

4. Provider Withdrawal

a. If the trip announcement indicates a minimum number of participants, *Southern Ocean Company OY* is entitled to cancel the trip if the minimum number is not met 21 days prior to the beginning of the trip. In this case, any payment you may have already made will be immediately refunded without charge. No further entitlement to claims of compensation arises.

b. *Southern Ocean Company OY* is entitled to withdraw from the Contract before the beginning of the trip if, due to reasons unforeseeable at the time of conclusion of the Contract, the trip is impossible or could not be carried out without severe restrictions. Such reasons of *force majeure* include (but are not restricted to) severe natural events, violent storms, war, civil war or warlike events, pandemics, labour disputes and strikes, legal and official acts by the respective legislature, or damages of the ship which were not foreseeable at the conclusion of the Contract. In this case the Contract shall be cancelled, and any payment already made will be immediately refunded. Further entitlement to claims of compensation is precluded.

c. If due to a reason listed under 4.c or another reason not attributable to *Southern Ocean Company OY* a trip has to be delayed or interrupted, a delay of up to 72 hours per event is considered reasonable and shall not be cause for complaint. Delays exceeding 72 hours will be refunded proportionally to the contractual price. Further claims of compensation are excluded.

d. *Southern Ocean Company OY* reserves the right to terminate the Contract during a trip if, after a formal caution, a Participant continues to endanger his/her own safety or the safety of other participants, or if he/she behaves in such a way that the fulfillment of the Contract is unreasonable. In this case the Participant remains in default of the complete contractual price. Possible additional costs (e.g., travel arrangements) remain in the sole responsibility of the Participant.

5. Services

a. The contractual price includes the following services: the use of a berth on board, the command of the ship by a qualified captain, and the use of all facilities on board.

b. The costs of travel to the point of departure and from the point of destination are not included in the contractual price (and you are responsible for the organization). Included in the contractual price are ancillary costs of the ship (e.g., diesel fuel, gas, water, electricity), fees for marina berths or sea areas subject to access fees. The cost for provision is specified in the sailing itinerary for each trip.

c. Changes in the scope of services that become necessary after conclusion of the Contract shall be permitted only if they are not major changes and do not impair the general character of the trip. A necessary change of the port of departure and/or destination due to *force majeure* and changes in the ship's equipment are explicitly not considered to be major changes. In case of a major change in a central service, the Participant shall be entitled to a cancellation of the Contract free of charge, provided that the Participant exercises this right in writing immediately after being informed of the change.

d. *Southern Ocean Company OY* reserves the right to change ports of departure or destination and of the route if this becomes necessary due to an important cause. If, due to *force majeure*, the ship does not reach an indicated port or does not reach it according to schedule, resulting costs including possible transfer costs shall be in the sole responsibility of the Participant.

6. Responsibilities of the Participant

a. As Participant, you are required to inform the captain immediately of occurring deficiencies. The deficiency will then be recorded in the ship's log. If you neglect to inform the captain of a deficiency, any claim of refund is excluded. Claims regarding deficiencies have to be made in written form to *Southern Ocean Company OY* not later than 4 weeks after the end of the trip. Claims made after expiry of this period are hereby expressly excluded. In any case you are required by law to help to avoid or minimize damages.

b. If a service agreed upon in the Contract is not provided by *Southern Ocean Company OY*, the Participant is entitled to request remedy within a reasonable period of grace. *Southern Ocean Company OY* is entitled to offer remedy in form of an alternative service of at least the same value, or to refuse remedy if such would cause an unreasonable amount of expense.

c. If a trip is considerably impaired by a deficiency and if the Participant has reported this deficiency and *Southern Ocean Company OY* has not offered remedy within a reasonable amount of time, the Participant is entitled within the limitations of the law to terminate the Contract. It is unnecessary to define a period of grace if a remedy is impossible or if *Southern Ocean Company OY* has refused a remedy or if a specific interest of the Participant justifies an immediate termination. Claims for compensation resulting from the Contract must be made in written form within one month after the contractually agreed end of the trip, unless the Participant has been prevented from adhering to this period for reasons not attributable to himself.

d. It is the sole responsibility of the Participant to obtain necessary legal documents (e.g., passport, visa, proof of vaccination). Disadvantages resulting from a negligence of laws and regulations are in the sole responsibility of the Participant.

7. Liabilities and Insurance

a. Even with the utmost care in safety precautions, not every risk can be completely excluded. As a Participant, you participate in the sailing trip at your own risk, you remain fully responsible for yourself and are required to take the necessary safety precautions (or those ordered by the captain) independently. Your responsibility as Participant includes persons in your care.

b. With the exception of bodily damage, the liability of *Southern Ocean Company OY* for damages is restricted to the compensation of immediate damages caused by willful or grossly negligent behavior of service-providing persons appointed by *Southern Ocean Company OY*. If a damage is not caused by intentional or grossly negligent conduct of service-providing persons appointed by *Southern Ocean Company OY*, liability for damage is restricted to the double amount of the contractual price.

c. *Southern Ocean Company OY* is not liable for damages arising to objects brought by the Participant that are due to theft or environmental factors (e.g., fire, water). No liability is accepted with regard to valuables and luggage, and *Southern Ocean Company OY* does not provide insurance cover in this respect. *Southern Ocean Company OY* recommends the Participant to take out a corresponding travel insurance.

d. *Southern Ocean Company OY* is not liable for the conduct of other participants. If a Participant causes damages to *Southern Ocean Company OY*, to the ship, to the crew, or to other participants by intentional or grossly negligent behavior, liability lies exclusively with the Participant.

e. The ship is covered by a comprehensive and third-party liability insurance. However, the Participant shall remain liable for damage due to his or her willful action or gross negligence, and such damages shall be due for immediate payment and settled during the trip.

f. Participants are recommended to take out a travel insurance covering cancellation, as well as medical insurance and accident insurance covering a sailing trip as a sporting event.

g. The vessel is insured by *Southern Ocean Company OY* against accident damages.

8. Concluding Provisions

a. If a particular part of the Contract is void or becomes invalid, this shall not affect the effectiveness of the remaining provisions of the Contract. The law of the Republic of Finland shall exclusively apply to the Contract. The legal venue is Helsinki.

b. Verbal agreements shall only be effective if they are confirmed in written form.

c. The Participant permits *Southern Ocean Company OY* to store electronically, to process and to use personal data insofar it is necessary for the conclusion, fulfillment, and termination of the Contract as a legally binding contract as well as for customer service, following the Finnish law governing data security.

d. The transfer to a third person of claims against *Southern Ocean Company OY* is explicitly excluded. This does not apply to transfers of claims to members of the own family.

e. If the German version of the GTC (AGB) should differ in connotation in a particular point, the English version shall be the text version applied.

Southern Ocean Company OY, 10/2022