

General Conditions of Contract for Bus Operator

§ 1 Content and Scope

- 1.1 The present General Conditions of Contract cover conveyance of ferry services in the market segment defined.
- 1.2 With the conclusion of this agreement, the contractor also declares its consent for Scandlines and companies affiliated with Scandlines to send newsletters to the contractor using their email address stated in this agreement. These newsletters may contain, for example, information on prices, bunker surcharges, timetable changes or offers, which are important for the contractor. The customer can however revoke its consent to the sending of these newsletters at any time by notifying Scandlines to that effect.

§ 2 Registration/Documentation

- 2.1 Scandlines Deutschland GmbH and its subsidiary companies will check in the vehicles (busses) by their ticket or voucher with the customer number of the contractor, which will be used as legitimation for transportation. The ticket/voucher will be issued for the booked route and at the according port.
- 2.2 In case the contract partner has registered the number plate of its vehicle under the booking process in order to use Scandlines' automatic number plate recognition and/or the number plate recognition of Scandlines' cooperation partners, Scandlines will process this information as well and, if necessary, forward it to cooperation partners. In case the number plate constitutes personal data, e.g. because the vehicle is registered for an individual person, the stipulations on processing and transfer of personal data of Scandlines' Data Protection Statement Customer, here Sec. 2 and Sec. 6 (<https://www.scandlines.com/terms/data-protection/data-protection-statement-customer/>), shall apply.
- 2.3 The ticket/voucher referred to shall serve as documentation for the compliance of the present agreement for Bus Operators, and it is a condition for obtaining the potential discount stated.

§ 3 Prices and Invoicing Conditions

- 3.1 Prices are based on the current and published tariffs and exchange rates.
In case of price changes caused by circumstances beyond the control of Scandlines, Scandlines reserve the right to make changes to the tariffs. Such changes will be informed with a 14-days notice period. Prior to any changes in list prices, Scandlines will issue either a price sheet or a newsletter to the contractor. Information of the valid list prices will be available at Scandlines homepage.
- 3.2 The prices include the crossing for the bus of the contractor, all passengers and the driver. Prices are excl. VAT, fuel surcharge and GREEN INVESTMENT RATE (GIR) except from the Öresund ticket which includes VAT for the Öresund Bridge.
- 3.3 The invoicing of Scandlines is based on the current tariffs, less any discount applicable. Potential discount is provided in accordance with the criteria for the market segment in question based on the last calendar year's gross turnover per route at Scandlines, or as for new customers the potential discount will be based on the expected gross turnover per route for the calendar year.
- 3.4 The invoicing shall be made based on the performed bookings of the contractor. Cancellations follow the separate conditions, of article 6 in these Conditions of Carriage.
- 3.5 The invoicing frequency shall be weekly, and the invoice is submitted electronically. In case of submission of paper passed invoices an administration fee of € 10,00 (+ VAT) will be charged to each invoice.
- 3.6 The contractor is obliged to keep Scandlines Deutschland GmbH updated with the correct invoicing email address.

§ 4 Security and Terms of Payment

- 4.1 Scandlines reserve the right to check the credit rating of the contractor if the contractor requests for a credit payment agreement.
- 4.2 The terms of payment shall generally be 10 days net.

§ 5 Bookings/Re-bookings

- 5.1 Bookings for busses must be made in writing by e-mail at gruppen@scandlines.com.
- 5.2 In general, Scandlines will reply to booking requests within 24 hours from receipt of the request received between Mondays to Fridays until 12 a.m., and requests received Fridays after 12 a.m. and during the weekends will be replied the following working day.
- 5.3 Should the Bus Operator wish to alter a pre-booked departure to another departure at the same day or on another day, i.e. cancel the existing pre-booking, the GCC (General Conditions of Carriage), the GCCBO (General Conditions of Contract for Bus Operators), fuel surcharge, the price and the applicable discount, if any, will be re-calculated based on the pricing applicable for the newly booked departure and the discount agreement valid on the day the rebooking is made. No cancellation fee will apply for re-booking a departure for another departure on the same day or another day. Sec. 6 does not apply.
- 5.4 Since the ferries have limited capacity for busses and passengers the Scandlines Servicecenter must be informed about the total length of the bus incl. any trailers, bicycle or ski containers etc. when booking. By the latest one week before departure the total number of persons in the bus incl. drivers and guides must be confirmed by e-mail to Scandlines Servicecenter in case the number deviate from the originally booked number of persons in the bus.
- 5.5 Subsequent orders for additional bus passengers or bus trailers are met provided there is free capacity on the departure concerned. Scandlines reserve the right to decline subsequent orders for additional bus passengers.
- 5.6 The schedules are subject to changes in departure times for Scandlines' ferries.

- 5.7 Scandlines is entitled to reroute bus reservations in case of delays or cancellations due to unfavourable sea and weather conditions, which endanger a safe voyage or in case of unusual circumstances, which prevent the execution of the voyage, and which, were not possible to avoid. Under such circumstances, Scandlines is entitled to change bus reservations to alternative ferry departures or ferry routes with short notice. In such situations, the bus operator is not entitled to claim further compensation from Scandlines.
- 5.8 In case of unfavourable sea and weather conditions, such as high and low water, heavy gales, icing of or the risk of ice for (departure or destination) ports and routes, during a closure of (departure or destination) ports and routes for other reasons, measures of force majeure, danger of epidemic, threat of assassination or breakdown of ships for reasons for which Scandlines is not accountable, Scandlines reserves the right to cancel crossings.
- 5.9 The liability conditions of article 16 of the General Conditions of Carriage for Bus Operators of Scandlines Deutschland GmbH are valid. These are available at <https://www.scandlines.com/bus/general-conditions>

§6 Cancellation of Bus Bookings

- 6.1 For single crossing tickets, 2 Day Return tickets, Sweden tickets and Øresund tickets on the route Puttgarden-Rødby, the following cancellation rules below shall apply:
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| Up to 3 calendar days prior departure day: | No cancellation charge |
| From 2 calendar days prior departure day: | 75 % of the valid list price |
| No show / Cancellation after departure: | 100 % of the valid list price |
- 6.2 For single crossing tickets, 2 Day Return ticket, Sweden ticket and Øresund ticket on the route Rostock-Gedser the following cancellation rules below shall apply:
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|--|-------------------------------|
| Up to 8 calendar days prior departure day: | No cancellation charge |
| From 7 calendar days prior departure day: | 75 % of the valid list price |
| No show / Cancellation after departure: | 100 % of the valid list price |
- 6.3 For 1 Day Return tickets on the routes Puttgarden-Rødby and Rostock-Gedser the following cancellation rules below shall apply:
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| Until 12.00 am 2 calendar days prior departure day: | No cancellation charge |
| From 12.00 am 2 calendar days prior departure day: | 75 % of the valid list price |
| No show / Cancellation after departure: | 100 % of the valid list price |
- 6.4. Cancellations of bus bookings must be received by Scandlines Servicecenter before 12.00 am if the cancellation shall be handled the same day. All cancellations must be made in writing to e-mail gruppen@scandlines.com.
- 6.5. Discounts cannot be applied for Cancellation Fee, No Show Fee and other fees.

§ 7 Ordering and Cancellation of Group menus

- 7.1 Scandlines offers group menus at the following ferry crossings: Puttgarden-Rødby and Rostock-Gedser. Group menus must be ordered in writing at Scandlines Servicecenter (gruppen@scandlines.com) minimum 5 days prior to departure. Special menu inquiries must also be sent to Scandlines Servicecenter.
- 7.2 Cancellation of ordered group menus must be done in writing to Scandlines Servicecenter until 4 days prior to departure for free. In case of later cancellation/no show the total price of the ordered menu will be invoiced.

§ 8 Information

- 8.1 Generally Scandlines informs about changes and new initiatives via the website <http://www.scandlines.com> as well by electronic newsletters.
- 8.2 It is the responsibility of the contractor that Scandlines is informed about the valid e-mail address at any time for the receipt of such newsletters.

§ 9 Change(s) of General Conditions of Contract for Bus Operator

- 9.1 The present General Conditions of Contract for Bus Operator shall apply currently, until further notice from Scandlines.
- 9.2 Scandlines reserves the right to make changes in the present Conditions of Carriage for Bus Operator at any point, by way of preceding notice to the contractor.

§10 Termination of Discount Agreement

- 10.1 The present discount agreement shall presuppose that the terms of article 3.3 are met during the entire runtime of this contract
- 10.2 If the terms stated in article 10.1 is no longer met, Scandlines may terminate the present discount agreement with the contractor without further notice and where applicable offer a new discount agreement.
- 10.3 Further, should all or parts of the discount agreement or the General Conditions of Contract for Bus Operator conflict with the law, the discount agreement can be terminated immediately.
- 10.4 In addition, the discount agreement can at any time be terminated by any of the parties by one month`s notice to the 1st in a month.
- 10.5 Any termination of the discount agreement with the contractor must be in writing.
- 10.6 Not later than eight days after the termination of the discount agreement with the contractor, Scandlines will make the final settlement, and will return any bank guarantee put up.

§ 11 Choice of law and legal venue

This agreement shall be governed by German law, place of jurisdiction for any matter arising from this agreement shall be the ordinary courts of Hamburg.

September 2022