General Terms and Conditions of Travel (4 August 2026)

PREAMBLE:

These travel conditions are issued in the name of the carrier, Lüftner Cruises GmbH / A-6020 Innsbruck, for the travel programs included in this brochure. In the following, this is referred to as "the carrier". The transportation of passengers and baggage on any of the vessels offered is governed solely by the Terms and Conditions of the Passenger Ticket Contract (available on request).

PAYMENT POLICY:

A deposit of 10% per person is required to secure a confirmed reservation. When more than one cruise is booked, deposit and payment policies apply per cruise. The balance is due for payment no later than 20 days prior to departure, despite no further request for payment being made. All reservations are subject to cancellation if payments are not received by the due date, and in such a case the operator is entitled to cancel the reservation/s in accordance with the cancellation fees specified in these terms and conditions. Upon full payment by the participant(s) of the amount specified in the invoice, the operator agrees to arrange for the provision of the services as described in this brochure. Your payment or acceptance of a ticket constitutes your agreement to the terms and conditions of travel.

CANCELLATION POLICY:

In cases of cancellation the operator has the right to demand the following cancellation fees, calculated as a percentage of the travel price and dependent on the number of days left until the planned departure date:

121 days or more	10%
120 – 90 days	15%
89 – 60 days	35%
59 – 30 days	50%
29 – 15 days	80%
14 – 1 day(s)	85%
on the day of departure	90%

Cancellations must be made in writing. Cancellation invoices are due for payment as soon as they are received.

WITHDRAWAL AND TERMINATION BY THE CARRIER:

The carrier may withdraw from the travel contract before the cruise starts or terminate it after the cruise has begun in the following cases, without the carrier being liable for any claims, particularly not for damages:

a) The carrier and its representatives on board have the right to prohibit passengers from remaining on board if, despite prior warning, they do not comply with the rules and regulations in force during the cruise, including, in particular, applicable hygiene and health measures, and orders and instructions by the ship's command, or if their behavior impairs the health and well-being of other passengers or crew, and/or the safety of the ship, or if their behavior harasses other passengers. All consequences arising therefrom shall be borne exclusively by the passenger themselves and they shall not be entitled to a refund of the cruise fare.

b) if, by two (2) weeks prior to the start of the cruise, the advertised minimum number of participants has not been reached, which is 80 passengers per cruise or whatever other minimum number of participants has been indicated in the advertising for the service concerned. This also applies in the event that it becomes apparent at an earlier point in time that the minimum number of participants will not be reached.

c) if, by four (4) weeks prior to the start of the cruise – with the carrier having exhausted all other possibilities – it would be unreasonable for the carrier to execute the cruise because the costs incurred in the execution of the cruise would exceed the economic limit in relation to this cruise; that is, unless the carrier itself is answerable for the main reasons leading to the situation concerned.

GUARANTEE, REDRESS AND DUTIES TO CO-OPERATE:

If travel services are not provided as contracted then the traveler may demand redress, either directly on board or via his/her travel agency. Irrespective of the carrier's overriding duty to provide service, the traveler has a duty to co-operate in that they must do whatever they can reasonably do to contribute to remedying the disruption and to keep any losses that may arise as low as possible or to avoid them completely. The traveler has a particular duty to advise the carrier's representative on board (specifically the hotel manager, cruise director) immediately of any possible complaints. However, these persons are not authorized to deal with any claims.

CHANGES IN SERVICES AND PRICES:

a) Changes and deviations of individual travel services from the agreed tour contract (for example, timetable changes, changes to scheduled sequences, or to hotel reservations) that become necessary after conclusion of the contract, and where there is no evidence of bad faith on the part of the carrier, are permissible, provided they are not significant changes and do not alter the overall tour program.

b) The carrier reserves the right to alter the prices mentioned in the case of transportation price increases (particularly due to rises in fuel costs), docking fees, or due to fluctuating exchange rates, or to any other rises in prices /costs that were not known at the time of the completion of the booking contract.

ACTS OF GOD, STRIKES, OR OTHER CONDITIONS BEYOND CONTROL:

a) Before the cruise starts: If execution of the cruise is made more difficult, jeopardized or impaired as a result of extraordinary circumstances that were unforeseeable at the time of entering into the contract and out of the control of the carrier, such as war, strikes, civil unrest, sovereign directives (such as the requisition of accommodation or of means of transportation), embargoes, natural disasters, accidents, epidemics, pandemics, damage to the vessel (especially to the hull and engines, etc.), or other occurrences that are equivalent in their effect to the examples mentioned above (force majeure), the contracting parties may withdraw from the contract before the start of the trip, without any claims against the carrier arising from this, in particular for damages.

b) After the cruise has begun: If the circumstances specified above come about after the cruise has begun and the cruise is ultimately delayed, then the carrier is authorized to reconstruct the remaining journey such that other routes or means of transport are organized, for example, by avoiding a harbor, or by traveling overland, so that the journey can be ended at approximately the original time specified. In such a case, the tour price will not be reduced and the carrier will not be liable for claims, particularly not claims for damages.

c) Termination of a cruise: Should a cruise have to be terminated due to any of the abovementioned circumstances, the carrier is authorized to transport passengers and their baggage by alternate means of transport (such as by train, bus or plane) to the agreed starting or end point of the cruise, or to an appropriate intermediate point with suitable means of transport. The carrier is not responsible for any claims, particularly not claims for damages.

d) Ship in distress: Should another vessel be in need of the cruise ship's assistance during a cruise, then the carrier is not liable for any delays caused by the assistance rendered or by any rescue operation. The decisions regarding such possible assistance rest solely with the ship's captain. The carrier will not be liable for claims, particularly not claims for damages.

e) Changes in the water level: Unusually low or high river water levels may cause changes to the itinerary, possible re-embarkation onto another vessel or transfer(s) by coach or rail, or may even lead to a shortening of the journey. The carrier and the ship's captain some-

times have to take such decisions quickly. Such measures do not justify withdrawal from the contract by the person traveling and the carrier is not

UNUSED SERVICES:
If as a result of an early return or for other reasons, passengers do not make use of individual cruise services that were properly offered, there is no entitlement to a pro rata refund of the cruise price. The carrier will, however, make an effort to obtain reimbursement for the expenses saved from relevant service providers. This obligation does not apply if the services in question are insignificant.

PASSPORTS, VISAS, CUSTOMS, CURRENCIES AND HEALTH REGULATIONS:
The traveler is solely responsible for compliance with all matters regarding travel-related regulations and prerequisites. Any interruptions resulting from noncompliance with such regulations will be at the expense of the traveler, unless caused by intentional misinformation by the carrier.

INSURANCE BOND:
Lüftner Cruises GmbH is listed in the carrier directory of the Austrian Ministry for Economics, Family and Youth under number 2004/0052. In accordance with the travel agency insurance ordinance applicable to Austrian carriers (Reisebürosicherungsverordnung – RSV), Lüftner Cruises GmbH insures customer money received. Further information regarding this travel security and on the assertion of rights, deadlines, etc., and on claim exclusions can be obtained from the travel agency handling the reservation.

TRAVEL INSURANCE:
For your own safety, it is advisable to take out an insurance policy in good time, covering, in particular, possible cancellation costs as well as damage and/or loss of your luggage, costs for possible medical treatment, repatriation services, etc.

NAME CHANGES:
Any name change requested for a traveler after a reservation has been confirmed will be subject to a €30 amendment fee charged by the carrier.

CHILDREN/MINORS:
Due to the special nature of the cruise programs, specific provisions apply to bookings involving children and minors:
– For children up to the age of 14 (fourteen), the carrier's prior consent must be obtained before booking. Without such consent, participation in the cruise is not permitted.
– Up to the age of 18 (eighteen), minors must be accompanied by a parent, legal guardian, or another responsible adult over the age of 21; accommodation shall in all cases be in the same cabin as the accompanying person.
– The accompanying person assumes full and unrestricted responsibility for supervision throughout the entire cruise, including during shore excursions, particularly with respect to safety.

PASSENGERS WITH RESTRICTED MOBILITY:
The carrier has considerable respect for people with restricted mobility who choose to travel. In this sense it will not discriminate against persons with a disability in any way. Taking part in a river cruise does, however, place certain demands on passenger mobility. On all ships, passengers must be able to walk up and down the pathway to and from the ship as well as on the stairs and ramps without a walking aid or wheelchair. These are generally not wide enough for these walking aids and the breadth of these stairs and ramps, making it impossible for people to help with movement. Scooters and wheelchairs are not permitted on board and the carrying of other walking aids may also be restricted due to safety reasons. For this reason, persons with special needs must inform the carrier before booking who must grant permission regarding travel. If a passenger is not permitted to travel for this reason or any other medical reason, this cannot lead to a claim against the carrier for damages for whatever reason.

FOOD INTOLERANCES AND DIETARY REQUIREMENTS:
Our chefs and restaurant staff make every effort to accommodate dietary requirements and food intolerances to the best of their ability. However, individual requests can only be considered if service fulfilment for all passengers on board can also be ensured. To ensure dietary requirements are taken into account, the carrier must be notified in writing at least 60 days prior to departure. Without timely notification, passengers cannot expect their dietary requirements to be considered. In all cases, passengers are responsible for checking the served food within their own capabilities. The carrier reserves the right to deny boarding to passengers if fulfilling specific dietary requirements would exceed the operational capacity on board. In such cases, no compensation of any kind can be claimed from the carrier. These restrictions also apply to any additional services, such as shore excursions, transfers, or other arrangements booked through the carrier in connection with the cruise.

LIABILITY/LIMITATION OF LIABILITY/DISCLAIMERS:
a) The carrier is liable for services which are included in the description of the respective cruise.
b) The carrier is not liable for any service disruptions, damages to persons and/or not all the ports, buses, etc. that are used have suitable facilities.
c) The carrier expressly refers to possible liability limitations and exemptions relevant under the Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vehicles (CLNI), including protocols and amendments, together with the further provisions of the International Convention of Limitation of Liability for Maritime Claims, 1976, likewise including amendments and addenda, if and as applicable, as well as all further state laws applicable in this respect.

This is a translation from the original General Terms & Conditions "Geschäftsbedingungen" of Lüftner Cruises GmbH in German. The above translation is provided solely as a courtesy and convenience but in all cases, the meaning and intent of the original General Terms & Conditions in German shall prevail at all times.
The General Terms & Conditions shall be covered exclusively by Austrian law with jurisdiction in Innsbruck, Austria.

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