STANDARD CONTRACT OF CUSTOMER PRODUCT SALE TO AN INDIVIDUAL PERSON NON-RESIDENT OF RUSSIAN FEDERATION

1. Subject matter

1.1. The Seller (LLC Vodohod) shall provide the Customer and the Customer shall pay and receive Tourist product (tour) for season 2018 in accordance with the terms of the present contract.

1.2. A Tourist product (tour) shall be deemed as a complex of services, such as accommodation, transportation, catering, excursions, as well as other services provided in accordance with website www.bestrussiancruises.com.

1.3. A Customer shall be deemed as a Tourist or another person who purchase the tour on behalf of the Tourist.

2. Rights and obligations of the Parties

2.1. Rights and obligations of the Seller

2.1.1. The Seller shall provide to the Customer the full and correct information about the tour, its itinerary and terms of the tour, accommodation (cabin category), catering, transport services and excursion program. This information is available on the web-site of the Seller at www.bestrussiancruises.com.

2.1.2. For the included excursion program the Seller shall provide to the Customer an English speaking guide and transport services in English speaking group.

2.1.3. In exceptional cases the Seller reserves the right to replace the ship and/or cabins by a ship and/or cabins of the equal or higher category – without additional charges or by a ship and/or cabins of a lower category - with the difference in the price reimbursed to the Customer via Gate 1 Travel. In the event of a ship and/or cabin downgrade, Customer will be given the option to cancel end of the tour without penalty.

2.1.4. The Seller reserves the right to introduce changes in the course of the tour if they are necessitated by unforeseen circumstances. In this case the Seller shall make all possible efforts to maintain the type and quality of the paid services if possible.

2.1.5. The Seller reserves the right to cancel the tour in case the group is not complete (less than 150 pax by tour), in this case the Seller shall inform the Customer via Gate 1 Travel about it not later than 30 days before embarkation. At the same time the Seller effects the change of the cancelled tour to another one or if the Customer refuses this change, the Seller reimburses to the Customer via Gate 1 Travel the amount received from him plus any reduction fees as much as possible.

2.1.6. The Seller reserves the rights not to examine the claims to the quality of the tour if they are received later than 20 days upon the end of the tour.

2.1.7. The Seller reserves the right to establish the system of discounts.

2.1.8. The Seller shall inform the Customer about the contract of insurance of civil responsibility for the non fulfillment or improper fulfillment of the responsibilities according to a contract of a tourist product realization, which he will conclude and shall by means of publishing this information, including the contract number, period of validity, amount of insurance, name and address of the insurance company, on the company web-site at www.bestrussiancruises.com.

2.2. Rights and obligations of the Customer

2.2.1. Section 2.2.1 not applicable when purchasing through Gate 1 Travel.

2.2.2. The Customer shall get to know with all the conditions of the tour. The Customer shall inform the persons attendant him or in case of purchase of the tour for another persons – persons making the tour about the rules and information above as well as inform them about conditions of the present Contract and about all the changes if they arise.

2.2.3. The Customer shall effect the full payment of the tour in due time.

2.2.4. The Customer is informed that in case of late arrival on board at the beginning of the tour or departure before the end of the tour the Seller shall not reimburse any expenses arising out of transportation to the possible place of embarkation or to the place of the Customer’s residence and shall not reimburse the cost of services that are not used by the Customer in connection with the late arrival or early termination of the cruise, as well as the cost of services that are not used by the Customer at his own initiative or through his own fault.

2.2.5. The Customer is informed that persons in need of medical treatment or constant medical assistance are not recommended to travel on board the cruise ship. The dietary cooking is not envisaged in the ship’s restaurant. The construction of the ship, the cabins, the gangways and the quays are not adjusted to allow the transportation of people with mobility disorders. If the condition or...
infectious illness of the Customer endangers the well-being of other tourists or of the ship crew the Seller shall have the right to disembark the Customer in the nearest port without reimbursement of transportation costs and the cost of services that were not used by the client.

2.2.6. The Customer is informed that the ship is a carrier of a high level risk and that it is not allowed to leave children on board without supervision and the Customer shall bear full responsibility for the children conduct and health in the course of the tour.

2.2.7. The Customer is informed about the following: it is forbidden to take on board live animals and birds, throw cigarette stubs and garbage overboard, run along the decks and gangways, sit on the rails and banisters, dive into the water off board, leave children without supervision during the whole course of the tour. Smoking onboard the ship is allowed only in specially designated areas.

2.2.8. The price of the tour does not include transportation by airplane or train to the place of embarkation and from the place of disembarkation, additional drinks and mineral water in ship restaurant, drinks in the bars and other supplementary services on board if other is not stipulated in an additional agreement of the Parties to include the price of additional services into the price of the tour. The Seller doesn’t bear responsibility for transportation of the Buyer’s clients (by airplane or train) till the place of embarkation.

2.2.9. Should the Customer have claims, the Customer shall inform the Seller via Gate 1 Travel about it in writing not later than 20 days upon the end of the tour. The claims are not accepted if received later than 20 days after the end of the cruise and the order of claim is considered to be invalid.

3. Procedure of booking, purchase and cancellation of the tour

Section 3 not applicable when purchasing through Gate 1 Travel.

4. Terms of payment

Section 4 not applicable when purchasing through Gate 1 Travel.

5. Responsibility of the Parties

5.1. In case of full or partial non-fulfilment of the obligations under the present contract the Parties shall bear responsibility in accordance with the current Russian legislation and the present contract.

6. Circumstances discharging from responsibility

6.1. The Parties shall be exempted from liability for partial or full non-performance of their respective obligations under the present contract if the failure occurs through an extenuating circumstances, i.e. circumstances which are extraordinary and unforeseen and arose in spite of the Parties, circumstances that even a conscientious Party could neither avoid nor remove its consequences.

6.2. The Parties shall be exempted from liability for partial or full non-performance of their respective obligations under the present contract if the failure occurs through fire, explosions, fog, storm, ice conditions impending motion of the vessel, traffic accidents, acts of elements, acts of government authorities influencing the fulfillment of the obligations, mechanical damage of the hull or the machinery of the ship through no fault of the Seller.

7. Arbitration

7.1. All the disputes arising out of the present contract or in connection with it shall be settled by mutual negotiations.

7.2. In case of failure to reach an agreement between the Parties the dispute shall be referred to the Arbitrage Court of Moscow in accordance with the current legislation of the Russian Federation.

7.3. All the relations between the Parties under the present contract or in connection with it that are not stipulated in the present contract shall be subject to the norms of the current Russian legislation.

8. Validity of the contract

8.1. Section 8.1 not applicable when purchasing through Gate 1 Travel.

8.2. The present contract shall be valid within one year. In the part of financial obligations the contract shall be considered valid until their complete fulfilment by the Parties.

9. Insurance details

9.1. Compulsory insurance of liability for damage to life, health and property of passengers during the transportation is implemented by the carrier, LLC "Vodohod." Carrier’s location: 125284, Moscow, Skakovaya Alleya, 11. The license for the conveyance of passengers by inland waterway transport and maritime transport Series MP-2 №000040 of 24.04.2012, issued by the Federal Service of Supervision on the Transport Sphere of the Russian Federation Ministry of Transport, valid in perpetuity. At the date of the signing of the present Contract the contract of obligatory insurance of a civil liability of the carrier for causing damage to life, health, property of passengers № IGSX21728688440000 of the 15.03.2017, with the Insurance Public Joint-stock company “Ingosstrakh” (117997, Moscow, Piatnitskaya street, 12, building 2) is valid from the 01st of April 2017 till the 31st of March 2018. Upon the expiration of the contract, it will be prorogated. Upon request of the Buyer, the Seller provides information about new number, validity or amount of the financial securing of the new contract of obligatory insurance of a civil liability of the carrier for causing damage to life, health, property of passengers.

9.2. The contract of insurance of civil responsibility for the non-fulfillment or improper fulfillment of responsibilities according to a contract of a tourist product realization № 433-012123/17 of February “27th” 2017, with the Insurance Public Joint-stock company “Ingosstrakh”. The contract validity is from the “01st” of July 2017 till the “30th” of June 2018. Joint-stock insurance society “Ingosstrakh”, location: 117997, Moscow, Piatnitskaya, 12, str 2. The financial securing amount is 500 000 (five hundred thousand) rubles. Upon the expiration of the contract it will be prorogated.