

PREAMBLE

The following Terms and Conditions govern the relationship between you, the passenger („You“), and us, Amadeus River Cruises, LLC (referred to herein as “Amadeus”) And Arno’s Cruises. By booking a cruise with us, You agree to be bound by these Terms and Conditions („Terms and Conditions “) as we may amend them from time to time. Notwithstanding the foregoing, the transportation of passengers and baggage on a vessel of the Amadeus fleet, all of which are not owned by Amadeus River Cruises, LLC. All services on the ship are provided by Amadeus, not Arno’s Cruises, and is responsible for any and all liability, loss, damages or claims. You hereby agree to hold Arno’s Cruises free of responsibility for any delay, loss, accident, or damages.

You hereby also agree the release and authorization for use of your image, name and voice.

PAYMENT POLICY

10% deposit required to secure a cabin, non-refundable.
30% due July 25, 2024
30% due July 25, 2025
Balance due Jan 1, 2026
Monthly interest free payment plan available on request.

All reservations are subject to cancellation if payments are not received by the due date. Only upon full payment of the amount specified in the invoice, Amadeus agrees to provide the services as specified in the invoice subject to these Terms and Conditions and the Terms and Conditions of the Passenger Ticket Contract. Your payment, starting your cruise, and/or acceptance or receipt of a ticket constitutes agreement to these Terms and Conditions

We accept payments by check, wire transfer, ACH or Visa, Mastercard, Diners Club, or Discover Card.

CANCELLATION POLICY

In cases of cancellation by you, Arno’s Cruises has the right to collect and retain, and you agree to pay the following cancellation charges, calculated either as a flat-rate

amount or as a percentage of the travel price and dependent on the number of days left until the planned departure date:

Days Before Departure

Cancellations must be made in writing via email to arno@arnoscruises.com. Cancellation invoices are due for payment upon receipt. All days shall be calculated pursuant to the time zone of the location where the vessel departs.

Deposit is non-refundable
365 days before sailing 20%
364-240 days before sailing 50%
239 - 180 days before sailing 80%
After Jan 1, 2026, 100%

In case you need to cancel your reservation, you can sell the cabin and we can do a name change. Please ask before doing so.

Returned payment fee: \$50
Wire Transfer receipt fee: \$25
Name change fee: \$150
Monthly payment processing fee: \$50

CANCELLATION, TERMINATION AND RIGHT TO REMOVE PASSENGERS BY AMADEUS RIVER CRUISES, LLC:

Amadeus reserves the right to cancel a cruise at any time, or to have a passenger removed from a vessel in the following instances:

a) Without notice, if the passenger disrupts the execution of the travel or if his/her behavior is dangerous, harassing, abusive, threatening or otherwise disruptive to others or to himself or herself, or is not in accordance with these Terms and Conditions or the Terms and Conditions of the Passenger Ticket Contract, applicable rules or regulations, or the instructions of staff or crew members. In the event of such removal, Amadeus is entitled to recover the full cruise fare and, such passenger may be left at any port or place the vessel calls without any liability of Amadeus or its representatives. Amadeus shall not be required to refund any portion of the cruise fare paid by any passenger who is removed under the terms of this paragraph, nor shall Amadeus be responsible for expenses for lodging, medical care, meals, transportation, or any other expenses incurred by the passenger. Amadeus shall be entitled to recover from the passenger any costs or expenses incurred by Amadeus, its representatives, or the crew members in the removal of the passenger or the exercise or enforcement of this clause.

REDRESS AND DUTIES TO CO-OPERATE

If travel services are not provided as contracted or are disrupted as a result of the fault of Amadeus then the passenger may demand redress in accordance with these Terms and Conditions. Nevertheless, the passenger has a duty to co-operate in that he/she must do whatever he/she can reasonably do to contribute to remedying the disruption and to keep any losses that may arise as low as possible or avoid them completely. He/she has a particular duty to advise Amadeus and the tour operator's representative immediately of any possible complaints.

ACTS OF GOD, STRIKE, OR OTHER CONDITIONS BEYOND CONTROL

a) Before the cruise starts: if execution of the cruise is materially made more difficult, jeopardized, prevented or impaired as a result of extraordinary circumstances that were unforeseeable at the time of entering into the contract and for which Amadeus is not responsible, then the tour operator or Amadeus may cancel, delay or alter the cruise prior to the start of the cruise, and Amadeus shall not be liable for such cancellation, delay, alteration, or other inability to perform. Such circumstances include war, strikes, civil unrest, epidemics, and government directives (such as requisition of accommodation or of means of transportation), embargoes; natural disasters, and accidents; and damage to the vessel (especially to the hull and engines, etc.) or other occurrences that are equivalent to the examples mentioned above in their effect (force majeure). The cruise fare, and/or a pro-rated portion thereof, received by Amadeus from a passenger shall be applied as credit for a future cruise only.

b) After the cruise has begun: if the circumstances specified above come about after the cruise has begun then the tour operator or Amadeus may cancel, delay, or alter the remainder of the cruise, and Amadeus shall not be liable for such cancellation, delay, alteration, or other inability to perform. In that case, Amadeus shall, as a consequence of the cancellation, take the necessary measures and see to the return transportation of the passenger insofar as that is agreed in these Terms and Conditions and is not precluded by the force majeure circumstances. If the contract is terminated Amadeus has the right to a claim only for reimbursement of the costs of the services that have been provided. The passenger must bear the additional costs of the return transportation and/or other necessary measures.

c) Changes in the water level: unusually low or high river water levels may cause changes to the itinerary, possible re-embarkation on another vessel or transfer(s) by coach or rail, or even to a shortening of the cruise. Amadeus, the tour operator and the vessel's captain sometimes have to take such decisions quickly. Such measures may not justify cancellation, termination or withdrawal from the contract by the passenger; and passengers may not derive from them any claims on the tour operator or Amadeus, including, without limitation claims for monetary damages.

TRAVEL DOCUMENTATION/VISAS

All passengers must have passports valid for six months following disembarkation and necessary visas when boarding. Passengers are advised to check with their Travel Agent or their Consulate Service to determine which documents they must obtain. If incorrect documents are obtained, passengers will be unable to participate in particular shore excursions and may be denied boarding and/or entry into certain countries. Amadeus River Cruises accepts no responsibility for obtaining required visas nor for advising guests of visa or other immigration requirements.

TRAVEL DOCUMENTATION/VISAS

All passengers must have passports valid for six months following disembarkation and necessary visas when boarding. Passengers are advised to check with their Travel Agent or their Consulate Service to determine which documents they must obtain. If incorrect documents are obtained, passengers will be unable to participate in particular shore excursions and may be denied boarding and/or entry into certain countries. Amadeus River Cruises accepts no responsibility for obtaining required visas nor for advising guests of visa or other immigration requirements.

TRAVEL INSURANCE PROTECTION

Travel Insurance is not included in the listed fares. While travel insurance is not required in order to participate in this program, Amadeus River Cruises strongly recommends that each guest purchase a travel protection plan, covering in particular possible costs of cancellation, as well as damage to and/or loss of baggage, costs of possible medical treatment, repatriation services, etc. as unforeseen circumstances can occur both prior to and during travel. Please discuss with your travel agent if you have any questions.

REVISIONS/CHANGES

After receipt of deposit for a cruise, all changes to the cruise are subject to a \$150 charge per change. See section above under Cancellation Policy for additional details on situations which are classified as cancellations rather than changes.

DISABLED PASSENGERS

We welcome guests with special needs. Guests who have any medical, physical or other special needs must contact their travel agent or Amadeus directly to obtain specific information. All vessels and coaches are equipped to European standards. Vessel operators will, under appropriate circumstances, permit passengers to use motorized scooters and wheelchairs that satisfy criteria confirmed by Amadeus. In all cases passengers must understand and accept that the vessels do not have lifts permitting easy access from deck to deck, and that some decks are multilevel and/or have significant thresholds. Accordingly physically disabled passengers may need the

services of a responsible adult, and should be aware that crew availability to assist them is often severely limited.

OPERATOR

The Amadeus ships described in our brochure and other publications are operated by Danubia Kreuzfahrten GmbH / Vienna-Austria.

AMADEUS

Amadeus acts solely as a Sales Agent/Preferred Supplier for the above-mentioned operators of the vessels described in this brochure. Amadeus neither owns nor operates any of the vessels described herein and thus assumes no responsibility or liability for acts or omissions of the vessel owners or operators or their respective employees, agents or contractors in regard to the cruises described herein.

RESPONSIBILITY

Amadeus accepts no liability or responsibility, whether caused by railroad, boat, aircraft, motor coach or any other conveyance, for any injury, damages, loss, accident, delay or irregularity which may be caused either by reason or defect, through the acts, omissions or defaults of any company or person, or in carrying out the arrangements of the cruise, as a result of any cause beyond the control of Amadeus River Cruises. Guests specifically release Amadeus River Cruises from all claims for loss or damage to baggage or property or from personal injuries or death, or from loss or delay, arising out of the acts, omissions or negligence of any independent contractors, such as air carriers, vessel owners or operators, hotels, shore excursion operators, restaurateurs, transportation providers, medical personnel or other providers of services or facilities. All arrangements made for tour participants with independent contractors, including medical services, are made solely for convenience to participants and are done at the participant's own risk. Medical personnel are independent contractors. Amadeus specifically disclaims all liability for damages for emotional distress, mental suffering or psychological injury of any kind. Tickets, vouchers, and any other travel documents are subject to all terms and conditions of the respective suppliers (some of which may limit supplier's liability). Under no circumstances shall Amadeus be construed as a carrier under a contract for safe carriage of the passenger or his or her belongings. Amadeus and the owners and operators of the vessels identified in this brochure shall be entitled to any and all liability limitations, immunities and rights applicable to them or any of them under the Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vessels (CLNI), with protocols and amendments, together with the further provisions of the International Convention of Limitation of Liability for Maritime Claims, 1976, with revisions and amendments (hereinafter collectively referred to as the "Convention"), if and as applicable, as well as any other applicable laws limiting liability. Amadeus and the owners and operators of the vessels shall be entitled to claim the

benefit of whichever law, regulation, treaty or doctrine provides the greatest legal protections to Amadeus and the owners and operators of the vessels.

REFUSAL OF PASSAGE

Amadeus shall not be required to refund any amount paid by any passenger who must leave the cruise prematurely for any reason, nor shall Amadeus or the owners or operators of the vessels be responsible for the lodging, meals, return transportation or other expenses incurred by such passenger.

Any dispute between You and Amadeus, directly or indirectly relating to the Terms and Conditions or your cruise, shall be first submitted to mediation in Chicago, Illinois, before a mediator mutually agreed to by the parties. The parties shall share equally the cost of the mediator. If mediation is not successful, the dispute shall be exclusively resolved by arbitration which shall be commenced by filing a Notice of Arbitration under the then current Commercial Rules of the CPR International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitrations ("CPR Rules"). The entire dispute and all related disputes that the Parties may have or possess shall be arbitrated in accordance with the CPR Rules then in effect, by a sole arbitrator. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Paragraphs 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having competent jurisdiction. The place of arbitration shall be Chicago, Illinois. The prevailing party shall be entitled to an award of costs and reasonable attorneys' and arbitration fees. Any action to enforce the arbitrator's decision shall be brought in the state or federal courts in the State of Illinois. Our relationship and these Terms and Conditions are governed by the laws of the State of Illinois, U.S.A. Arbitration against Amadeus must be commenced within one year following the date of cruise completion. Neither Amadeus nor any affiliate shall in any case be liable for other than compensatory damages, and You hereby waive any right to punitive damages.

Amadeus River Cruises, LLC