



## General Terms and Conditions B2B of Rederij Clipper *Stad Amsterdam*

### ARTICLE 1. DEFINITIONS

The terms used in these General Terms and Conditions, as well as in an Agreement, should be interpreted as follows:

- a. Company: Rederij Clipper *Stad Amsterdam* BV.
- b. Client: Any natural or legal person with whom the Company enters into an Agreement.
- c. Agreement: The Agreement that is concluded between the Company and the Client, including any changes and/or additions to this Agreement, in which the Company is under contract with the Client to make a Sailing trip aboard the Vessel and upon which these General Terms and Conditions are applicable.
- d. Passenger: Any natural or legal person who has agreed to make use of the services of the Company.
- e. Sailing trip: The entire stay on the Vessel throughout the period stipulated in the Agreement. The days of embarkation and disembarkation shall be considered to be one whole day, regardless of the times of embarkation and disembarkation. The journey to and from the port(s) of embarkation and disembarkation are not included in the travel time.
- f. Luggage: The Luggage that the Client and/or the Passenger carries on or with him in the form of easily transportable items that are either portable or can be manually wheeled.
- g. Vessel: The Vessel as stipulated in the Agreement.
- h. Price: The Price for the Sailing trip as stipulated in the Agreement, consisting of the rate for the rent of the Vessel as well as the rate of the arrangement, excluding the other (optional) costs which are not necessary for the Sailing Trip, such as (but not limited to) the price for airplane tickets, hotel accommodations, alcoholic consumptions and so on.
- i. Passenger list: The list with personal details that complies with the relevant legislation, including but does not exclude the International Safety & Port Security Code.

### ARTICLE 2. APPLICABILITY

- 2.1 These General Terms and Conditions are part of the Agreement and apply to all legal relationships between the Company and the Client, based on a travel agreement or other kind of agreement. These Terms and Conditions are also applicable to all pre-contractual relations between the Company and the Client from the moment the legal relationship is entered into.
- 2.2 Any changes in and/or additions to one or more of the provisions in the Agreement and/or these General Terms and Conditions shall only be valid if said changes and/or additions have been agreed to by the Company and the Client in writing and shall only apply to the Agreement in question.
- 2.3 The Agreement and these General Terms and Conditions reflect all rights and obligations of the Company as well as the Client.
- 2.4 The offer of the Company is free of obligation, and can be withdrawn by the Company, if necessary. Withdrawal due to a correction of errors in the calculation of the Travel Sum or of other errors is permitted. In such cases, the Traveler is only entitled to prompt reimbursement of any amounts paid.
- 2.5 Manifest errors and manifest mistakes are not binding on the Company. Such errors and mistakes are errors and mistakes which – from the point of view of the Client – are or should be recognizable as such at first sight.
- 2.6 The Company is not liable or responsible for any information, pictures, brochures, adverts, websites and other information media, about the Sailing Trip as drafted or provided by a third party as well as promises made and expectations created as a result of statements of third parties. The Company is only responsible for the information as determined in the Agreement.
- 2.7 In the event of any provision in these General Terms and Conditions being invalid for whatever reason, all other provisions in the General Terms and Conditions shall remain in force. The invalid provision shall, with respect to its content, be deemed to have been replaced by a provision that will come as close to the invalid provision as possible.
- 2.8 The Client shall be the Company's other party. The Client shall exert itself vis-à-vis the Company to ensure that the Passenger shall at all times comply fully with the obligations on the Client's part resulting from the Agreement and these General Terms and Conditions as well as the prohibitions included in it. The Client indemnifies the Company for all claims the Passenger may make against the Company, except if these claims are based on damage suffered by the Passenger that results directly from deliberate recklessness or intent on the part of the Company.
- 2.9 These General Terms and Conditions also extend to all natural and legal persons whom the Company, in the broadest sense of the word, involves or has involved while concluding and/or executing the Agreement.
- 2.10 In the event of a conflict between the Agreement and these General Terms and Conditions, the provisions in the Agreement shall be decisive.

### ARTICLE 3. OBLIGATIONS ON THE PART OF THE TRAVELER

- 3.1 The Company guarantees that the Vessel and its crew comply with all the relevant statutory legal regulations. Furthermore, the Company guarantees that the Vessel shall be handed over in a clean condition and with a complete inventory at the outset of the Sailing trip.

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- 3.2 By entering into the Agreement, the Company has only obligated itself to apply itself to effect the Sailing Trip.
- 3.3 The itinerary shall be determined by the Company in consultation with the Client.
- 3.4 The Company and/or the captain is at all times authorized to determine that the weather conditions, high or low tide, waterway blockages and similar circumstances, including those relating to the Vessel, any acts or negligence on the part of the Passenger, delayed transportation due to other than deliberate recklessness or intent on the part of the Company, do not allow sailing or make it necessary to change the itinerary of the Sailing trip, in the broadest sense of the word, to cancel it, or to change the location of departure or arrival respectively.
- 3.5 In the events referred to in article 3.4, the Company shall endeavor to work together on an alternative, on the understanding that all extra expenses on the part of the Company in this respect shall be reimbursed by the Client. It is up to the Company and/or captain of the Vessel to decide if the alternative is feasible and if, in all fairness, the Company is able to carry it out.
- 3.6 In the event of the Vessel being inadvertently unavailable, the Company shall exert itself to put into service an equivalent Vessel. If this proves impossible, the Company is entitled to dissolve the agreement.

#### **ARTICLE 4. INFORMATION ABOUT THE PASSENGERS AND PRIVACY**

- 4.1 Before or no later than at the time the Agreement is concluded, the Client will provide the Company with all information regarding him/herself and the Passengers for which he/she has made a booking which is of importance in the conclusion and/or realization of the Agreement, including (but not limited to) the date of birth, nationality, mobile telephone number and e-mail addresses of the Passengers.
- 4.2 Furthermore, the Client must provide information concerning the physical and/or mental condition of the Passenger(s) (including the use of alcohol, drugs or medicines) if this physical and/or mental condition could result in discomfort, danger or risks to the Passengers or to other Passengers (passengers and/or crew) or the property of third parties. The Client is aware that the Company and/or captain can refuse the right to further transport of Passengers if the information turns out to be incorrect or has not been provided. Information must also be provided on any limited mobility, and on the necessity for accompaniment for minor and disabled Passengers, pregnant women, persons who are ill and other accompanying Passengers. The Client is aware that the Company reserves the right to require a medical declaration with regard to specific medical conditions, and in the event that no such a medical declaration is presented, to refuse the Passenger the right to (further) transport.
- 4.3 The Client must also indicate any details which are of importance to the proper realization of the travel package by the Company in terms of the capacity or composition of the party for which he/she has made a booking.
- 4.4 The Client is responsible for the fulfillment of the obligation of the Passengers to have the necessary travel documents with him/her, such as a valid passport or, where permitted, an identity card and any necessary visas, proofs of immunizations and vaccinations, driving license and international motor insurance certificate of the Passengers. If the Passenger is unable to undertake all or part of the travel package as a result of not being in possession of any document, or of such a document not being valid, any and all consequences of this will be at the Client's expense, unless the Company has undertaken that it would arrange the document in question, and its absence can be imputed to the Company.
- 4.5 The Company is obligated to provide a Passenger List, because the Vessel will most likely be moored at a passenger terminal. In these locations there are measures in force designed to protect the safety of the port, the ships and the people there. These measures are similar to those in force at airports. The Passenger List is needed by the port facility and the Vessel to control who can enter the passenger terminal or the Vessel. The Passenger List must be completed and in the possession of the Company at least 72 hours before the daytrip or in port event. The Client and Passengers are required to meet the requirements of the Company for the Passenger List. The Client is also responsible for the requirement for the Passenger to present a photo ID, such as a passport or an ID-card, to enable security personnel to verify their identity.
- 4.6 If the Client does not comply with these obligations to provide information, and this results in said Passenger(s) being excluded from (further) participation in the travel package in accordance with this Article 4, the costs referred to in Article 11 will be charged to him/her.
- 4.7 The exchange of personal data in the context of the provision of service must take place in accordance with the applicable laws and regulations for the protection of personal data, including the General Data Protection Regulation (prevailing Privacy Law). With regard to the processing of personal data of Passengers in the context of the provision of services, is the Client for the provision of personal data to the Company, and the Company for the further processing thereof, each individually designated as controllers. The Company processes the personal data of the (employees of) the Client and Passengers in accordance with Applicable Privacy Law. Client refers to the information listed in its Privacy Terms for information regarding the processing of personal data under its responsibility.

#### **ARTICLE 5. OBLIGATIONS ON THE PART OF THE CLIENT AND PASSENGERS**

- 5.1 The Client shall hand over the Vessel no later than on the day of disembarkation, in the same condition in which he received it at the time of embarkation, that is to say in a clean condition and with a complete inventory, unless it has been agreed otherwise.
- 5.2 The Client and Passengers shall accept the Vessel in the form and condition it is in at the start of the Sailing Trip.
- 5.3 The Client is obliged to comply strictly with the regulations that have been imposed or instructions that have been issued, in particular, but not exclusively, those pertaining to order and safety, by the authorities and by, or on behalf of, the Company and/or the captain of the Vessel.



- 5.4 It is not permitted to bring items/goods on board other than Luggage, especially hazardous (in the broadest sense of the word) goods, drugs, smuggled goods and/or pets, unless prior approval of the Company and/or the captain of the Vessel has been obtained.
- 5.5 Luggage is not to cause any hindrance.

#### **ARTICLE 6. RIGHT OF SUSPENSION ON THE PART OF THE COMPANY**

- 6.1 Non-compliance, inadequate or overdue compliance with any obligations on the part of the Client pursuant to the Agreement and/or these General Terms and Conditions, shall give the Company the right to immediately suspend its obligations on account of the Agreement and/or these General Terms and Conditions while all its other rights vis-à-vis the Client shall remain in force.
- 6.2 The right of suspension referred to in article 6.1 includes the right of the Company and/or the captain of the Vessel to deny the Client and/or the Passenger entry to the Vessel.
- 6.3 Non-compliance, inadequate or overdue compliance with any obligations on the part of the Client pursuant to the Agreement and/or these General Terms and Conditions, followed by the use of or appeal to the right of suspension by the Company as referred to in article 6.1 shall give the Company the right to secure payment by the Client of the agreed sum, while leaving any other/further rights that the Company has towards the Client intact.
- 6.4 The Company and/or the captain of the Vessel has the right to deny entry to the Vessel as well as the catering services on board of the Vessel, if this is necessary in connection with the capacity, safety, public order, imminent damage or hinder or in case of outstanding past payments.

#### **ARTICLE 7. LIABILITY ON THE PART OF THE COMPANY**

- 7.1 Any such damages the Company may be due in respect of death or injury of persons pursuant to section 3 of title 10 of book 8 of the Dutch Civil Code shall be limited to an amount of EUR 150.000 (one hundred and fifty thousand euro) per Client or Passenger. In the event of the damages being determined in the form of interest, the capitalized sum shall not exceed the sum of EUR 150.000 (one hundred and fifty thousand euro) per Client or Passenger.
- 7.2 Damage to luggage shall be limited to the current value of the Luggage. The Company shall accept no liability for immaterial damage; indirect or consequential damage resulting from the loss or damage of Luggage. Any compensation the Company may be due in the event of loss or damage of Luggage, shall be limited to EUR 1.000 (one thousand euro) per Passenger.
- 7.3 The Company cannot be held liable for any damage caused by delays (whatever the cause and moment of occurrence i.e. before, during or after the Sailing trip) or by whatever deviation from the agreed commencement and finishing time of the Sailing trip, except if this damage is the immediate result of deliberate recklessness or intent on the part of the Company.
- 7.4 The Company cannot be held liable for any damages on the part of the Client or the Passenger with respect to goods brought on board by the Client or Passenger that the Company would not have allowed on board had it known their nature or condition if the Client or Passenger knew or should in all reasonableness have known that the Company would not have permitted any such goods on board; the Client or Passenger shall in this case be liable for all expenses and damage resulting from the bringing on board of any such goods in question.
- 7.5 In the event of an injury to the Client or Passenger, provided they are natural persons, only the Client or Passenger in question shall have a claim for damages. In the event of death of the Client or the Passenger, provided they are natural persons, only the surviving spouse, children or parents who were financially provided for by the Client or Passenger in question shall have a claim for damages.
- 7.6 If the non-availability of the Vessel as referred to in article 3.6 is not attributable to the deliberate recklessness or intent on the part of the Company, the Company cannot be held liable for any damages to the Client and/or the Passenger. In all other cases any possible liability on the part of the Company shall be limited to the sum paid by the Client pursuant to the Agreement.
- 7.7 If the Company can prove that fault or negligence on the part of the Client or Passenger has caused the damage or has contributed to the source or magnitude of the damage, the liability on the part of the Company shall consequently be reduced proportionally or waived in its entirety.
- 7.7 Any and/or all liability based on the law protection of personal information (*Wet Bescherming Persoonsgegevens*) is hereby excluded to the fullest extent possible by law as well.

#### **ARTICLE 8. LIABILITY ON THE PART OF THE CLIENT**

- 8.1 In the event of the Client and/or his Passenger or their Luggage causing damage to the Company, the Client is held to reimburse the Company for the damage. This shall apply to damage to the Vessel as well as to damage to goods and/or persons present in and/or on the Vessel, as well as for damage caused by the Client and/or his Passenger or their Luggage to goods and/or persons not present in or on the Vessel.
- 8.2 The Client hereby agrees vis-à-vis the Company not to appeal to any possible personal liability of the Passenger.



## ARTICLE 9. CONDITIONS OF PAYMENT

- 9.1 Unless agreed otherwise, the food consumed by the Captain and the crew shall be for account of the Company.
- 9.2 Unless agreed otherwise, the Price shall include costs relating to the crew, but exclude any port, bridge, lock and pilotage charges as well as any local and tourist taxes and fuel and security costs.
- 9.3 The following percentages of the Price shall be paid by the Client to the Company on the following moments:
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|---|-----|
| at the signing of the Agreement               | 10% |
| 365 days before the start of the Sailing Trip | 30% |
| 210 days before the start of the Sailing Trip | 45% |
| 14 days before the start of the Sailing Trip  | 15% |
- 9.4 The Client shall effect payment of the sum due to the Company in the currency stated in the Agreement and within such terms as stated in the Agreement, without making any reductions, deductions or settlements. The date of payment shall be considered to be the date on which the sum due by the Client has actually been received by the Company.
- 9.5 If a dispute arises concerning the sum due on settlement of the payment, the Client is held to pay directly that part of the sum due on which the Client and the Customer have reached agreement and to offer adequate security for that part that is disputed by the Client or that has not yet been determined.
- 9.6 The Company is entitled to raise the Price up to twenty (20) days before the commencement of the Sailing trip if there are any major changes in the costs in carrying out the Sailing trip. In this case, the Client shall have the right to dissolve the Agreement within ten (10) days of receipt of the Company's notice to raise the Price, without being under an obligation to pay the cancellation charges as referred to in article 11.
- 9.7 In the event of the Client not meeting its obligations towards the Company within the agreed term of payment, the Client shall legally be in default, without proof of default being necessary. From the date on which the Client is in default to the date of full payment, the Client is to pay an interest for the overdue payment of two percent (2%) of the sum due per month of part thereof.
- 9.8 Any legal and/or non-legal collection charges for the sum due by the Client shall be for account of the Client.

## ARTICLE 10. COMPLAINTS

- 10.1 Complaints about invoices should be submitted to the Company no later than fourteen (14) days after the invoice date.
- 10.2 The Client is held to notify the Company and/or captain of the Vessel of any complaints concerning the execution of the Agreement immediately (during the sailing trip) in order to enable the Company and/or the captain of the Vessel to take correction action with respect to any such justified complaints.

## ARTICLE 11. CANCELLATION

- 11.1 In the event of the Client cancelling the Agreement, the following percentages of the price shall apply:
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|---|-----|------|
| Cancellation 365 days before commencement of the Sailing Trip:        | 10% |      |
| Cancellation 364 – 210 days before commencement of the Sailing Trip:  |     | 40%  |
| Cancellation 209 - 14 days before commencement of the Sailing Trip:   | 85% |      |
| Cancellation 13 days or less before commencement of the Sailing Trip: |     | 100% |
- 11.2 Cancellation of the Agreement must be effected in writing. The date of receipt of the notice of cancellation by the Client shall be regarded as the date of cancellation.

## ARTICLE 12. DISSOLUTION

- 12.1 If the Client:
- A. files its own petition for bankruptcy, is declared bankrupt, applies for a (temporary) moratorium, requests the application of debt restructuring pursuant to title III of the Dutch Bankruptcy Act, is under legal restraint; or
- B. is in default towards the Company as referred to in article 9.7, the Company shall be entitled, without any obligation to pay damages, without prejudice to its other rights and without any proof of default or legal intervention being required, to: (i) demand that the Client provide adequate security for the (timely) compliance with its obligation to effect payment before proceeding with the execution of the Agreement; (ii) demand instant payment in full of any such amounts due by the Client; and/or (iii) dissolve the Agreement in whole or in part by means of a written notice to this effect to the Client.
- 12.2 In the event of the Company dissolving the Agreement based on what is stipulated in article 12.1, the Client shall owe either the Price as fixed damages or the amount of the real damage in case this amount is higher.



#### **ARTICLE 13. FORCE MAJEURE**

In the event of the Company being prevented from (further) execution of the Agreement due to force majeure of a permanent or temporary nature, the Company is entitled to dissolve the Agreement in whole or in part by means of a notice to this effect without legal intervention, without any obligation to pay damages and without prejudice to the right of the Company to receive payment by the Client for activities that have already been carried out by the Company, before the situation of force majeure arose. The Company shall notify the Client of force majeure as soon as feasible.

#### **ARTICLE 14. APPLICABLE LAW**

- 14.1 Dutch law shall apply to the Agreement and these General Terms and Conditions.
- 14.2 Any disputes arising from the Agreement and/or these General Terms and Conditions shall be exclusively referred to the competent court at Amsterdam. The Client/natural person, not acting in a professional capacity or as a company, shall, for the duration of at least one (1) month after the Company has appealed in writing against the settlement by the court referred to in the preceding sentence, be entitled to choose the statutorily competent court for the settlement.

#### **ARTICLE 15. APPLICABLE VERSION**

- 15.1 These General Terms and Conditions have been filed with the court of law in Amsterdam, The Netherlands, under deposit number 90/2018.
- 15.2 The latest version as filed or the version which was attached or referred to in the Agreement applies to the Agreement with the Company.
- 15.3 The Dutch text of the general terms and conditions determines the interpretation of the translated version.