



General Terms and Conditions B2B of Rederij Clipper Stad Amsterdam 2023

ARTICLE 1. DEFINITIONS

1.1 The terms used in these General Terms and Conditions B2B, as well as in an Agreement, should be interpreted as follows:

- a. **Company:** Rederij Clipper Stad Amsterdam B.V.
- b. **Client:** any legal entity with which the Company enters into an Agreement.
- c. **Agreement:** the agreement that is concluded between the Company and the Client, as well as any changes or additions to such agreement, pursuant to which the Company is under contract with the Client to make a Sailing Trip aboard the Vessel. The Agreement is recorded in a document setting forth the specifications and conditions (including these General Terms and Conditions of Travel B2B) of the Sailing Trip.
- d. **Passenger:** any natural person or legal entity who has been allowed by the Client to make use of services of the Company.
- e. **Sailing Trip:** the entire stay aboard the Vessel throughout the period stipulated in the Agreement. The days of embarkation and disembarkation shall be considered to be one whole day each, irrespective of the times of embarkation or disembarkation. Journey time to and from the port of embarkation and port of disembarkation are not included in the travel time.
- f. **Luggage:** The Luggage that the Passenger carries on or with them in the form of easily transportable items that are either portable or manually wheelable.
- g. **Vessel:** The Vessel as stipulated in the Agreement or the Vessel which is used to carry out the Sailing Trip.
- h. **Price:** the price for the Sailing Trip as agreed between the parties and as stipulated in the Agreement, including taxes and, if applicable, all additional fees, surcharges and other costs, excluding the other (optional) costs which are not necessary for the occurrence of the Sailing Trip in itself, including but not limited to the price for airplane tickets, hotel accommodations, alcoholic consumptions and so on.
- i. **Passenger list:** The list with personal data that complies with applicable legislation and regulations, including but not limited to the International Safety & Port Security Code.

ARTICLE 2. APPLICABILITY

These General Terms and Conditions of Travel B2B are part of the Agreement and apply to all legal relationships between the Company and the Client, by virtue of or in connection with an agreement or other type of agreement. These General Terms and Conditions of Travel B2B are also applicable to all pre-contractual relationships between the Company and the Client.

- 2.1 The Agreement and these General Terms and Conditions of Travel B2B reflect the entire substance of the rights and obligations of the Company and of the Client.
- 2.2 Any offer by the Company shall be without obligation and may be withdrawn by the Company, if necessary. Withdrawal due to a correction of errors in the calculation of the Price or of other errors shall be permitted. In such event, the Client shall be entitled only to reimbursement of any amounts paid.
- 2.3 Manifest errors and manifest mistakes shall not be binding on the Company. Manifest errors and manifest mistakes shall be understood to mean errors and mistakes which - from the perspective of the average Client - are or should be instantly recognisable as such.
- 2.4 Any changes and/or additions to one or more provisions of the Agreement and/or these General Terms and Conditions of Travel B2B shall be valid only if said changes and/or additions have been agreed to by the Company and the Client in writing and such changes and/or additions shall apply to the relevant Agreement only.



- 2.5 The Client and the Passenger cannot derive any rights from general information in photographs, brochures, advertisements, websites and other information about the Sailing Trip. This applies mutatis mutandis to any promises that have been made and/or expectations that have been raised by third parties. The Company is responsible only for the information laid down in the Agreement.
- 2.6 If, for whatever reason, any provision in these General Terms and Conditions of Travel B2B is held to be invalid, this will not affect the validity of the remaining provisions of these General Terms and Conditions of Travel B2B. The invalid provision shall be deemed to have been replaced by a provision whose purport and scope approximates the invalid provision as closely as possible.
- 2.7 The Client shall be the Company's contracting party. The Client warrants to the Company that the Passenger(s) will at all times comply in full with the obligations arising out of the Agreement and these General Terms and Conditions of Travel B2B and with the prohibitions contained therein. The Client shall indemnify the Company for any claims the Passenger may make against the Company for which the Company would not have been liable under the Agreement.
- 2.8 These General Terms and Conditions of Travel B2B shall extend to all natural persons and/or legal entities whose services the Company, in the broadest sense, makes or has made use of in the conclusion and/or execution of the Agreement.
- 2.9 In the event of any conflict between the terms of the Agreement and these General Terms and Conditions of Travel B2B, the provisions of the Agreement will prevail. These General Terms and Conditions of Travel B2B can be consulted on the website of the Company.
- 2.10 The applicability of any general terms and conditions of the Client shall be excluded.

ARTICLE 3. OBLIGATIONS OF THE COMPANY

- 3.1 The Company guarantees that the Vessel and its crew comply with all the relevant statutory regulations. The Company furthermore guarantees that the Vessel will be handed over in a clean condition and with a complete inventory at the start of the Sailing Trip.
- 3.2 By entering into the Agreement, the Company merely has taken on a best-efforts obligation to perform the Sailing Trip.
- 3.3 The itinerary of the Sailing Trip shall be determined by the Company in close consultation with the Client.
- 3.4 The Company and/or the captain shall at all times be authorised to determine that the circumstances do not favour the Sailing Trip or necessitate changes to the Sailing Trip, in the broadest sense, or necessitate cancelling it, or changing the location of departure or arrival, as the case may be. Circumstances that may give rise to such changes or cancellation include weather conditions, high or low tide, waterway blockages and similar circumstances, including those relating to the Vessel, any acts or omissions on the part of the Passenger(s) and/or delayed transportation due to any cause other than the wilful recklessness or intent on the part of the Company.
- 3.5 In the events referred to in article 3.4, the Company shall endeavour to provide an alternative, on the understanding that, if applicable, all additional expense incurred by the Company in this respect shall be reimbursed by the Client. It is up to the Company and/or the captain of the Vessel to determine whether any such alternative is feasible and can in all fairness be carried out by the Company.



- 3.6 If the Vessel is inadvertently unavailable, the Company shall exert itself to put into service an equivalent Vessel. If this proves impossible, the Company shall be entitled to terminate the Agreement.

ARTICLE 4. DATA RELATING TO THE PASSENGER; PRIVACY

- 4.1 Before or no later than at the time of conclusion of the Agreement, the Client shall provide to the Company the personal data of each of the Passengers that are relevant for the conclusion and/or the performance of the Agreement, including but not limited to the date of birth, nationality, mobile telephone number and email address of each of the Passengers concerned.
- 4.2 In addition, the Client shall provide for each of the Passengers information about their physical and/or mental condition (including the use of alcohol, drugs and medicines) if this physical and/or mental condition might cause any discomfort, danger or risks to the Passenger concerned or to other Passengers (the crew included) or the personal property of the Company, the Client, other Passengers or third parties. The Client is aware that the Company and/or the captain may refuse the Client the right to (continued) transportation if the information proves incorrect or is not provided at all. Information shall also be provided regarding Passengers with limited mobility, and on the necessity of accompanying minor and disabled Passengers, pregnant women, persons who are ill and other Passengers requiring assistance. The Client is aware that the Company reserves the right to require a medical statement with regard to specific medical conditions and, in the event that no such statement is presented, to refuse the Passenger(s) the right to (continued) transportation.
- 4.3 The Client shall also provide details concerning the capacity or the composition of the group of Passengers for which the Client has made a booking to the extent that such details may be of importance for the proper performance of the trip by the Company.
- 4.4 The Company is obliged to provide a Passenger List, because the Vessel is highly likely to moor at one or multiple passenger terminals. On these locations, rules are in force designed to protect the safety of the port, the vessels and the people present there. The Passenger List is necessary for the port authority and the crew of the Vessel to determine which persons are allowed to enter the passenger terminal and/or board the Vessel. For this reason, Passengers are required to carry proof of identity with a photo, such as a passport or identity card, on them at all times during the Sailing Trip. The Client shall be responsible for the Passengers' compliance with this requirement.
- 4.5 If the Client fails to comply with their obligation to provide information and this results in Passengers being denied (continued) participation in the Sailing Trip by the Company in accordance with this article 4, the costs of cancellation as referred to in article 11 will be charged to the Client.
- 4.6 The processing of personal data within the context of the provision of services shall be in accordance with the applicable laws and regulations for the protection of personal data, including the General Data Protection Regulation (GDPR) (Applicable Privacy Law). For the purpose of the provision of services, the Company shall be understood to be the controller. The Company shall process the personal data of the Passengers in accordance with the Applicable Privacy Law. For information about the processing of personal data under its responsibility the Company refers to the information set forth in its Privacy Policy.

ARTICLE 5. OBLIGATIONS OF THE CLIENT AND PASSENGERS

- 5.1 Unless explicitly otherwise agreed in writing, the Client will return the Vessel no later than on the day of disembarkation, in the same state and condition in which the Client received it at the time of embarkation, that is to say, in a clean state and with all its inventory complete.



- 5.2 The Client and the Passengers shall accept the Vessel in the state and condition it is in at the start of the Sailing Trip.
- 5.3 The Client shall comply strictly with the regulations that have been imposed or the instructions that have been issued by the authorities and by or on behalf of the Company and/or the captain of the Vessel. This applies in particular to the instructions issued by the captain and/or the crew of the Vessel in the interest of order and safety throughout the Sailing Trip.
- 5.4 It is not allowed to bring items/goods on board the Vessel other than Luggage, and in particular no hazardous (in the broadest sense) items/goods, drugs, contraband and/or pets or other animals, unless with the prior approval of the Company and/or the captain of the Vessel.
- 5.5 Luggage is not to cause any hindrance or to contain prohibited items/objects.
- 5.6 The Client shall take out adequate cancellation insurance. The Company is entitled to require proof of insurance.
- 5.7 The Client shall take out travel insurance for each of the Passengers (or to ensure that the Passengers do so themselves), such insurance to cover medical expenses, accidents and repatriation. The Client shall guarantee to the Company that all Passengers have taken out adequate travel insurance. Before the start of the Sailing Trip, the Company may require proof of insurance from the Passengers, and if no such proof can be presented, the Company shall be entitled to deny the Passengers the right to participate in the Sailing Trip. The Company shall not assume any liability for damage and/or costs that are caused by or related to the failure to take out adequate travel insurance, including the costs incurred on account of denying the right to participate in the Sailing Trip.
- 5.8 The Client is responsible for the Passengers having all required documents with them, such as a valid passport, or, where this is permitted, an identity card and any visas, proof of immunisation and vaccination, driving licence and green card (certificate of motor vehicle insurance) as may be required. If the Passenger is unable to undertake all or part of the trip as a consequence of not being in the possession of any document (or of any document not being valid), any and all consequences thereof shall be at the expense of the Passenger, unless the Company has undertaken that it would arrange the document in question and the absence thereof can be attributed to the Company. The Company shall inform the Client of any passport and visa requirements.

ARTICLE 6. COMPANY'S RIGHT TO SUSPEND PERFORMANCE

- 6.1 Non-compliance, inadequate compliance or late compliance with any obligation on the part of the Client under the Agreement shall entitle the Company to suspend performance of its obligations under the Agreement with immediate effect while all other rights vis-à-vis the Client 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 refuse the Client and/or the Passenger(s) entry to the Vessel.
- 6.3 The Company's exercise of the right of suspension of performance as referred to in article 6.1 shall not affect the Company's right to demand payment of the Price or any other rights accruing to the Company by virtue of the Agreement.
- 6.4 The Company and/or the captain of the Vessel shall have the right to deny the Client and/or the Passengers entry to the Vessel and to the catering services on board of the Vessel if this is necessary in connection with the capacity, the safety or public order, or to prevent imminent damage and/or nuisance, or in the event of outstanding debts.



ARTICLE 7. LIABILITY OF THE COMPANY

- 7.1 Save for intent or gross negligence on the part of the Company, the Company's liability shall be, to the extent permitted by law, limited in the manner as set forth in this article.
- 7.2 Liability for damage to Luggage shall be limited to the current value of the Luggage. The Company cannot be held liable for intangible loss or damage, indirect loss or damage or consequential loss or damage ensuing from the loss of or damage to Luggage. Any compensation that the Company may be required to pay in the event of loss of or damage to Luggage shall be limited to EUR 1,000 per Passenger.
- 7.3 Liability for loss of items of value shall be excluded, unless such items have been handed over to the Company for safekeeping and it has been agreed with the Company that such items will be held in custody.
- 7.4 The Company shall not be liable for damage or loss caused by delays (whatever the cause and irrespective of the moment of occurrence of the delay, i.e. before, during or after the Sailing Trip) or by whatever deviation from the agreed starting and end time of the Sailing Trip.
- 7.5 Without prejudice to the provisions set forth in the preceding paragraphs of this article, the Company's liability for damage or loss other than caused by the death of or injury to the Client and/or Passengers is excluded.
- 7.6 The Company shall not be liable for damage or loss caused by acts of the Client and/or Passengers that are in breach of article 5.3, including (but not limited to) climbing onto parts of the Vessel or other reckless or irresponsible conduct on the part of the Client and/or Passengers.
- 7.7 The Company shall not be liable to the Client and/or the Passengers for damage to or loss of items, including Luggage, brought on board by the Client or by the Passenger in respect of which the Client and/or the Passenger knew or should reasonably have known that the Company would not have allowed them on board, if the Company had been familiar with their nature or condition. The Client or the Passenger, as the case may be, shall be liable for any and all costs, damage or loss incurred by the Company as a result of such items being brought on board.
- 7.8 In the event of injury to persons, only the persons concerned, provided they are Client or Passenger, shall have a claim for compensation of damage or loss against the Company. In the event of death, only the surviving spouse, the children or the parents of the Client concerned, or of the Passenger concerned, as the case may be, shall have a claim for compensation of damage or loss against the Company. The Company shall not be liable to the extent that death or injury was caused by a circumstance beyond the control of the Company as a prudent carrier and the consequences of which the Company was unable to prevent.
- 7.9 If the non-availability of the Vessel as referred to in article 3.6 is not attributable to the gross negligence or intent of the Company, the Company shall not be liable to pay any compensation to the Client and/or the Passenger. In all other cases, any liability on the part of the Company shall be limited to the Price paid by the Client under the Agreement.
- 7.10 If the Company can prove that fault or negligence on the part of the Client or the Passenger, as the case may be, caused the damage or contributed to the inception or magnitude thereof, the Company's liability shall consequently be reduced proportionally or waived in its entirety.



- 7.11 The exclusion and/or limitations of the Company's liability included in this article shall extend to employees of the Company, the booking agency and service providers involved, as well as their staff, unless this is ruled out by any Treaty, Convention, Regulation or law.
- 7.12 The claim for compensation on the part of the Client and/or Passengers shall expire after two (2) years following the end date of the Sailing Trip or, if the Sailing Trip was cancelled, after one (1) year following the original start date.
- 7.13 Any and/or all liability of the Company based on the Dutch Data Protection Act (Wet bescherming persoonsgegevens) is hereby excluded in full or to the fullest extent permitted by law.

ARTICLE 8. LIABILITY OF THE CLIENT

- 8.1 If the Client and/or the Passenger or their Luggage cause damage to the Company, the Client shall be liable to compensate the Company for such damage. This shall apply to damage to the Vessel as well as to damage to the objects and/or persons present in and/or on the Vessel, and to damage that the Client and/or the Passenger or their Luggage inflict on the objects and/or persons not being present in or on the Vessel.

ARTICLE 9. CONDITIONS OF PAYMENT

- 9.1 Unless agreed otherwise, the food consumed by the captain and crew of the Vessel shall be paid for by the Company.
- 9.2 Unless agreed otherwise, the Price shall include costs relating to the crew but exclude any port, bridge, lock and pilotage fees, 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 at the following moments:
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|----|---|-----|
| a. | at the conclusion of the Agreement | 10% |
| b. | 365 days before the Sailing Trip starts | 30% |
| c. | 210 days before the Sailing Trip starts | 45% |
| d. | 14 days before the Sailing Trip starts | 15% |
- 9.4 The Client shall settle each invoice submitted by the Company within thirty (30) calendar days of the invoice date without any rebate, deductions or settlement. The date of payment shall be the date on which the amount payable by the Client is actually received by the Company.
- 9.5 If on settlement of the invoice a dispute arises over the amount payable by the Client, or the determination of which requires computation that cannot be performed with speed, the Client shall pay, without delay, that part of the sum due on which the Company and the Client are agreed and provide adequate security for the payment of that part of the sum due that is disputed by the Client or that has not yet been determined.
- 9.6 The Company is entitled to increase the Price up to twenty (20) days before the commencement of the Sailing Trip in connection with major changes to the costs of performing the Sailing Trip. In that event, the Client shall have the right to give notice of termination of the Agreement within ten (10) days of receipt of the Company's announcement of the Price increase, without in that event the cancellation fee referred to in article 11 being payable.
- 9.7 If the Client fails to meet its obligations to effect payment to the Company within the period specified in paragraph 3 of this article, the Client will be in default by operation of law, without any notice of default being required. From the date on which the Client is in default



until the date on which full payment is made, the Client will be required to pay commercial interest at the statutory rate to the Company.

- 9.8 Any judicial and extrajudicial costs of collection of the sum payable by the Client shall be charged to the Client.

ARTICLE 10. COMPLAINTS

- 10.1 Complaints about invoices are to be submitted to the Company no later than fourteen (14) days after the invoice date.
- 10.2 The Client shall notify the Company and/or the captain of the Vessel (of any) complaints about the performance of the Agreement immediately during the Sailing Trip, to enable the Company and/or the captain of the Vessel, if the complaints are justified, to remedy the defect and perform the Agreement in the correct manner after all.

ARTICLE 11. CANCELLATION

- 11.1 Unless stipulated otherwise in the Agreement, in the event of the Client cancelling the Sailing Trip, the Client shall pay to the Company the following percentages of the Price:
- a. Cancellation up to 365 days before the start date of the Sailing Trip: 10%
 - b. Cancellation 364 up to 210 days before the start date of the Sailing Trip: 40%
 - c. Cancellation 209 up to 14 days before the start date of the Sailing Trip: 85%
 - d. Cancellation 13 days or fewer before the start date of the Sailing Trip: 100%
- 11.2 Cancellation must be effected in writing at all times. The date of receipt of the notice of cancellation by the Client shall be considered the date of termination of the Agreement.

ARTICLE 12. TERMINATION BY THE COMPANY

- 12.1 If the Client fails in the performance of any obligation under the Agreement, including but not limited to the payment of the Price in accordance with article 9, the Company will be authorised to give notice of termination of the Agreement, without prejudice to the Company's right to claim full compensation of costs, damage, interest, lost profits and all other rights by law.
- 12.2 The authority to give notice of termination shall also accrue to the Company if the Company is of the opinion that the Client's creditworthiness has declined, or if the Client has applied for a temporary suspension of payments, is declared bankrupt or if the Client ceases or winds up its enterprise.
- 12.3 Unless the actual loss suffered by the Company is higher, the amount of any loss suffered and to be suffered, as referred to in paragraph 1 of this article, will be the amount of the Price, without the Company being required to demonstrate that the loss has actually been suffered or will be suffered.

ARTICLE 13. FORCE MAJEURE

- 13.1 If the Company is prevented by a temporary or permanent event of force majeure to perform (or continue to perform) the Agreement, the Company will be entitled, without being obliged to pay compensation, to give notice of full or partial termination of the Agreement, without judicial intervention being necessary, by giving notice to such effect, and without prejudice to the Company's right to demand payment by the Client of services rendered by the Company before the occurrence of the event of force majeure.
- 13.2 The Company shall notify the Client of an event of force majeure as soon as possible.



ARTICLE 14. APPLICABLE LAW

- 14.1 The Agreement and these General Terms and Conditions of Travel B2B shall be governed by the laws of the Netherlands.
- 14.2 Any and all disputes arising from the Agreement and/or these General Terms and Conditions of Travel B2B shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, unless rules of mandatory law confer jurisdiction upon another court.