

GENERAL TERMS AND CONDITIONS SPIDO B.V.-

1. Definitions

- *General Terms and Conditions*: these general terms and conditions, as deposited with the Chamber of Commerce in Rotterdam dated November 2020 2nd, and as amended from time to time.
- *Spido*: Spido B.V., having its registered office and principal place of business in Rotterdam at Willemsplein 85 (3016 DR), being the user of these general terms and conditions and the contractual partner of the Client.
- *Client*: the natural or legal person who, for itself or for one or more Guests, requests Spido to provide a service or has concluded an agreement.
- *Guest*: the natural or legal person to whom Spido actually provides services or who makes use of services on the basis of a Passenger Transport and/or Catering Services contract between Spido and the Client.
- *Passenger Transport Agreement*: the contract whereby Spido commits itself towards the Client to transport one or more persons (passengers) and their luggage on board a vessel across inland waterways.
- *Catering Services Agreement*: the agreement concluded by Spido with the Client for the provision of Catering Services to Guests on board one of Spido's vessels at a price to be paid by the Client.
- *Catering Services*: providing food and/or drink and/or making (hall) space and/or grounds available and/or organising activities and events, including all the associated work and services, and all in the broadest sense of the word.
- *Agreement*: a Passenger Transport Agreement or a Catering Services Agreement, insofar as applicable in each case.
- *CBRB Passenger Transport Conditions* means the Passenger Transport Conditions for Inland Navigation of the Central Bureau for Rhine and Inland Navigation (2018), as set out below and as amended from time to time.
- *Round trip price*: the agreed price which the Client must pay for the transport and/or the trip on and/or the use of the vessel. The round trip price may be a fixed price but may also depend on the duration or length of the trip or transport.
- *Hand luggage*: luggage, with the exception of live animals, which the passenger carries as easily transportable, portable or manually movable items.
- *Reservation Value* (value of the Agreement): the total of the agreed round trip price and the catering revenue which Spido may reasonably expect to realise from the Agreement concluded with the Client.
- *Cancellation*: the dated, written notice from the Client to Spido, that one or more of the agreed services will not be used.
- *No-show*: the failure of a Client and/or Guest to make use of a service to be provided pursuant to the Agreement without a Cancellation.
- *Force majeure*: the situations as referred to in Article 6:75 of the Dutch Civil Code, as well as:

- such a condition of the waterway or other circumstances concerning the shipping, including weather conditions, which also but not solely in the interest of safety require or justify Spido to change the fulfilment of its obligations, including the sailing schedule, and/or imply that fulfilment of the Agreement according to standards of reasonableness and fairness cannot be expected from Spido.
- any unforeseen circumstance on the part of Spido or on the part of third parties resulting in a situation whereby Spido, according to standards of reasonableness and fairness, can not be required to comply with the contract.

2. Applicability of the conditions

- 2.1. These General Terms and Conditions apply to all services, all offers and all agreements by/with Spido, including the Agreements for passenger transport and/or catering services that Spido concludes with the Client or any offers for these services.
- 2.2. The applicability of any other general terms and conditions of any third party is expressly excluded and rejected.
- 2.3. Except in so far as explicitly stated otherwise below, these General Terms and Conditions apply to the Agreements for Passenger Transport and form part of them:
- a. the special conditions relating to Catering Services, insofar as the Client and/or Guest will purchase Catering Services from Spido and insofar as these are included below.
 - b. the CBRB Conditions of Passenger Transport, as set out below and as amended from time to time.

in the event of contrariety between the Agreement concluded with Spido, these General Terms and Conditions and the CBRB Conditions of Passenger Transport, Spido is entitled to decide which of the conditions or provision(s) it wishes to invoke.

- 2.4. Whenever Client is mentioned in the Agreement, these General Terms and Conditions, the CBRB Passenger Transport Conditions and/or the House Rules of Spido, this is to be understood to include Guest.
- 2.5. The Client ensures and warrants that these General Terms and Conditions and the CBRB Passenger Transport Conditions included are also in force between Spido and the Guest, who is not a party to the agreement between Spido and the Client. The Client shall undertake to make these General Terms and Conditions and the CBRB Conditions of Passenger Transport available to every Guest. The Client indemnifies Spido for all claims which the Guest or any other third party may have against Spido, insofar as liability of Spido would be excluded, if the Guest were to make this claim against Spido. This indemnification obligation shall also apply if the Agreement with the Client and/or Guest is dissolved in whole or in part for any reason whatsoever.

- 2.6. These General Terms and Conditions also apply to all natural and legal persons used by Spido, in the broadest sense of the word, to conclude and/or execute the Agreement or in operating its business. These terms and conditions also apply to all companies affiliated with Spido, such as parent companies, subsidiaries and sister companies.
- 2.7. Deviations from these General Terms and Conditions and the CBRB Conditions of Passenger Transport are only possible after written agreement from Spido and on a case by case basis.
- 2.8. Once these General Terms and Conditions and the CBRB Conditions of Passenger Transport have been declared legally applicable to a particular agreement, the latest applicable version will be deemed to apply to all subsequent agreements between the same parties, unless expressly agreed otherwise in writing.

3. Offer, withdrawal and conclusion of contract

- 3.1. Regardless of the form in which they are issued, all offers made by Spido are without obligation and subject to the reservation 'as long as stock or capacity lasts'. If Spido makes this reservation within fourteen (14) days of acceptance by the Client, then the intended agreement is deemed not to have been concluded.
- 3.2. Spido has the right to revoke an offer within two (2) working days of the Client's acceptance of the offer, even in cases where the offer contained a term for acceptance.
- 3.3. An Agreement is concluded if:
 - a. The Client and/or Guest indicates at the Spido cash desk that they wish to purchase services, and Spido indicates it wishes to provide these services to the Client and/or Guest.
 - b. The Client indicates on forms, issued electronically or otherwise, the wish to purchase certain services and provides this form to Spido by post, e-mail or via the website and Spido has provided the Client with a confirmation, or an e-ticket, respectively.
 - c. Spido has made an offer in writing to the Client for the supply of certain services and agreement has been reached on all parts of that offer, insofar as applicable including Catering Services, by the Client signing the written Agreement sent by Spido to the Client.
 - d. Notwithstanding the provisions under a., b. and c., at the moment that Spido has started to carry out its services, whether or not contained in an Agreement.
- 3.4. If the Agreement for Passenger Transport is concluded as stated under a., the receipt or ticket issued by Spido to the Client serves as confirmation.
- 3.5. If the Agreement for Passenger Transport is concluded as stated under b., the order confirmation or the e-tickets issued to the Client by Spido shall serve as confirmation. It is not allowed to use e-tickets for commercial purposes without written permission from Spido.

- 3.6. E-tickets cannot be used in combination with other promotions and/or discounts. If the validity date of the e-tickets has expired, they cannot be exchanged and there is no right to refund or compensation.
- 3.7. An Agreement for a Client and/or Guest entered into by intermediaries (shipbrokers, travel agents, etc.), whether or not in the name of their business relations or clients, shall be deemed to have also been entered into for the account and risk of these intermediaries. Spido shall owe no commission or fee, by whatever name, to intermediaries, unless explicitly agreed otherwise in writing. Full or partial payment of the amount due by the Client and/or Guest will discharge the intermediary to the same extent.
- 3.8. When Spido has granted an option right to the Client (option holder), this right cannot be revoked, except if and insofar as another potential Client invites Spido to make an offer or makes an offer to conclude an agreement for all or part of the services outstanding under the option. In this case the option holder must be informed by Spido of this offer, after which the option holder must immediately indicate whether or not he or she wishes to exercise the right of option. If the option holder does not communicate that he or she wishes to exercise the option, the option shall lapse. An option right can only be granted in writing.

4. Advance payment round trip price

- 4.1. The Client is obliged to pay the agreed amounts to Spido. The method of payment and the time of payment depend on the manner in which the Agreement is concluded:
- a. For Agreements as referred to under 3.3 under a., payment must be made immediately and in full at the Spido cash desk.
 - b. For contracts as referred to under 3.3 under b, the Client receives an electronic payment order from Spido. The Client is obliged to pay the entire amount at once and without any right of set-off, at least ten (10) days before execution of the Agreement, and if a shorter period applies, in any case before the anticipated departure date.
 - c. For Agreements as referred to under 3.3(c), the Client receives an electronic payment order or invoice from Spido. The Client is obliged to pay the entire amount at once and without any right of set-off, at least ten (10) days before execution of the Agreement, and if a shorter period applies, in any case before the anticipated departure date.

5. Payment

- 5.1. Payment shall be made in euros. Spido is never obliged to accept cheques, giro payment cards and other such means of payment and may attach conditions to the acceptance of such means of payment. The same applies to other means of payment not mentioned here.
- 5.2. The Client owes the price stipulated in the Agreement or, insofar as the Agreement was concluded more than three (3) months prior to the time at which the services to be provided pursuant to the Agreement must be performed, the prices that apply at the time at which the services must be performed, which also include the standard prices used by Spido. Changes in the VAT rate will at all times be passed on to the Client and/or Guest.

- 5.3. If at the time of settlement there is any conflict concerning the amount due or if the determination of this amount requires a calculation which cannot be made quickly, the Client is obliged to pay directly the part of the amount due on which the parties agree and to provide security for the payment of the part disputed or the part for which the amount has not yet been established.
- 5.4. For special services, such as the use of a cloakroom, garage, rental of sound and visual equipment, etc., if available, Spido may charge an additional fee.
- 5.5. Spido does not accept any liability when, due to technical failures of any kind, payments cannot be processed and/or authorised correctly or on time.
- 5.6. If and insofar as timely payment is not made, the Client shall be in default without any notice of default being required.
- 5.7. From the moment that the Client is in default, the Client shall owe the statutory commercial interest on the unpaid amount per month or part thereof. For the calculation of the interest due, a part of a month shall be considered a whole month.
- 5.8. From the moment the Client is in default, the Client is liable to pay all costs, extrajudicial and judicial, incurred by Spido in order to achieve payment.
- 5.9. Every payment, regardless of any comment made by the Client with this payment, is considered to be deducted from the debt of the Client to Spido in the following order:
 - a. the costs of execution;
 - b. the judicial and extrajudicial collection costs;
 - c. the interest;
 - d. the damage;
 - e. the principal sum or the round trip price/Reservation value.

6. Obligations of Spido

- 6.1. Spido shall make every effort to provide the agreed services to the Client in the manner customary for Spido and to the best of its knowledge and ability.
- 6.2. The number of Guests may under no circumstances exceed the maximum number stated by Spido in the offer, the Agreement or in other statements by Spido (such as on the website).
- 6.3. Spido shall be discharged from its obligations under the Agreement if
 - a. The Client does not or not fully comply with his or her obligations under the law, the Agreement, the General Terms and Conditions, the house rules and/or general and unwritten rules of morality and decency.
 - b. There is a Force Majeure situation.

- 6.4. Non-compliance, inadequate compliance or late compliance by or on behalf of the Client with the obligations referred to in paragraph 3 under a. gives Spido the right in all circumstances to immediately suspend its obligations by virtue of the Agreement(s) while maintaining all its other rights and defences towards the Client. Spido has the right to deny all or some of the Guests access to the ship. Spido is not liable for any damage that this may cause to the Client and/or the Guests.
- 6.5. If one of the parties to the Agreement is unable to perform any of its obligations under the Agreement as a result of Force Majeure, this party is obliged to notify the other party as soon as possible. In the case of Force Majeure, Spido is entitled to immediately suspend its obligations in respect of the Agreement(s) while maintaining all its other rights and defences towards the Client
- 6.6. If Spido exercises its right of suspension as stipulated in the third paragraph, it will be entitled to full payment of the Reservation Value from the Client.

7. Change of transport

- 7.1. Spido and/or the captain is authorized at all times to determine that;
- a. the weather conditions, or
 - b. high or low water, or
 - c. the blocking of shipping lanes, or
 - d. comparable circumstances, also those relating to the vessel and the transport and/or sailing route,

do not allow sailing or make it necessary to modify the transport, in the broadest sense of the word, or to cancel or change the place of departure or arrival. In these cases, Spido is not liable to pay any compensation.

- 7.2. In all these cases Spido will try to cooperate with an alternative or solution on condition that the Client shall reimburse Spido for all costs incurred and, if requested by Spido, provide sufficient security.
- 7.3. At its sole discretion Spido may decide whether an alternative/solution is feasible and can be reasonably executed by Spido.
- 7.4. The provisions of this article also apply in the event that Spido and/or the captain must make one of the aforementioned decisions as a result of the actions or omissions of one or more of the Guests, in the event of delayed transportation for whatever reason, and in the event that Spido is unable to reach the departure or arrival location agreed upon with the Client.
- 7.5. In the cases referred to in this article, Spido shall retain its right to payment of the round trip price and, in the case of shortening or cancellation of the transport, it shall be entitled to payment of the Reservation Value, insofar as this cannot be realised as a result.

7.6. If, through no fault of Spido, the transport or use of the vessel takes longer than planned, Spido is entitled to an additional round trip price/reservation value from the Client in proportion to the original round trip price/reservation value.

8. Luggage allowance

8.1. The Guest and/or Client is only allowed to carry Hand luggage on board the ship. The Hand luggage must not take up a seat and must not cause a nuisance.

8.2. Under no circumstances is it allowed to carry dangerous substances, in the broadest sense of the word.

8.3. The Guest and/or Client is not permitted to take on board anything other than Hand Luggage, unless Spido has given prior written permission. Spido is never liable for damage to items other than Hand luggage. If the Guest and/or Client takes on board or has taken on board items other than Hand luggage, this will be entirely at the expense and risk of the Guest and/or Client.

9. Found objects

9.1. Objects lost on board the vessel or left behind, which are found by the Guest, must be handed in by the Guest to a Spido employee as soon as possible.

9.2. Spido acquires ownership of objects of which the rightful claimant has not reported to Spido within one (1) year after handing these in.

9.3. If any objects left behind by the Guest are forwarded to the Guest by Spido, this is entirely at the expense and risk of the Guest. Spido is never obliged to send such items.

10. Settlement

10.1. The Client and/or Guest waives the right to invoke set-off.

11. Liability of Client for damages

11.1. The Client, the Guest and those accompanying them are jointly and severally liable for all damages suffered and/or to be suffered by Spido and/or any third party as a direct or indirect result of and/or caused by:

- a. breach of contract;
- b. unlawful act, including a violation of the house rules, committed by the Client and/or the Guest and/or those accompanying them;
- c. Cancellation as referred to in art. 12 of these General Terms and Conditions;
- d. any animal and/or substance and/or object in their possession or under their control;
- e. luggage of the Client and/or Guest.

11.2. This article applies both to damage to the vessel and to the goods and/or persons contained therein.

- 11.3. This article also applies to damage which the Client and/or Guest(s) or their luggage causes to items and/or persons that are not on or in the vessel and if Spido is held liable for compensation for this damage.
- 11.4. The Client can not invoke the Guest's own liability.
- 11.5. Any repair of defects shall take place at the expense and risk of the Client, after the necessity thereof has been notified to the Client by Spido, if possible.
- 11.6. This article applies without prejudice to other/ further rights of Spido, including its rights towards third parties.

12. Cancellation by Client

- 12.1. The Client is not authorised to cancel an Agreement wholly or partly, unless at the same time he or she makes an irrevocable and unconditional offer to pay the amounts specified in paragraphs 3 and 4 respectively. Any Cancellation shall be deemed to include such an offer. Such an offer is deemed to have been accepted if Spido does not immediately reject the offer. Cancellation must be in writing and dated. The Client cannot derive any rights from a verbal Cancellation.
- 12.2. If and insofar as Spido already owes amounts to third parties for the execution of the Agreement at the time of the Client's Cancellation in accordance with paragraph 1 of this article, the Client must fully reimburse Spido for these amounts. These amounts will then be deducted from the Reservation Value for the purposes of applying the Cancellation Fee, as specified in paragraph 3 below.
- 12.3. In case of a full Cancellation, the Client must pay Spido within fourteen (14) days after invoice:
- a. 50% of the Reservation Value in the event of a Cancellation up to eight (8) weeks prior to the day of departure and/or the time at which the services must have been provided under the terms of the Agreement;
 - b. 80% of the Reservation Value in case of Cancellation up to four (4) weeks prior to the day of departure and/or the time at which the services must have been provided under the terms of the Agreement;
 - c. 90% of the Reservation Value in case of Cancellation within four (4) weeks prior to the day of departure and/or the time at which the services must have been provided under the terms of the Agreement;
 - d. In the event of a No-show, the Client will in all cases be required to pay the Reservation Value. If the Guest and/or Client do not show up punctually, this will be regarded as a No-show.
- 12.4. In the case of a partial Cancellation, paragraph 3 applies mutatis mutandis and the amounts determined therein must be compensated pro rata by the Client to Spido.

13. Liability of the shipping company

- 13.1. Without prejudice to articles 3, 4 and 5 of the Passenger Transport Conditions, Spido is never obliged to compensate for any damages or to (re)pay any costs, including costs incurred by the Client or Guest, except in the case of an intentional act or omission, deliberate recklessness or gross negligence on the part of Spido.
- 13.2. In any case, Spido shall never liable for corporate and/or consequential damages.
- 13.3. Without prejudice to the above, Spido shall never liable to the Client for damages that exceed 75% of the Reservation Value.

14. Nullity condition(s)

- 14.1. Should any of the provisions of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. A provision will then be deemed to have been agreed that, within the framework of what is legally possible, comes closest to the intentions and spirit of the article declared invalid and/or nullified to replace the invalid and/or nullified article.

15. Changing the conditions

- 15.1. Spido is entitled to change these Terms and Conditions unilaterally. In that case Spido will inform the Client and/or Guest of the changes in a timely manner. There will be at least one (1) month between this notification and the entry into force of the changed conditions. If the Client and/or Guest is a natural person not acting in the course of a profession or business, and the amendment results in the Client and/or Guest being provided with a performance which differs substantially from the original performance, this Client and/or Guest shall be entitled to terminate the Agreement as of the date on which the amended terms come into effect.

16. Applicable law and competent court

- 16.1. All disputes related to these General Terms and Conditions, the Agreement(s) and other agreements between the Client and Spido, as well as all disputes between the Guest(s) and Spido will be settled by the court of Rotterdam, according to Dutch law.
- 16.2. There is a dispute if one of the parties indicates a dispute.
- 16.3. All claims of the Client and/or Guest will expire after one (1) year from the moment they arose.

SPECIAL PROVISIONS FOR HOTEL AND CATERING SERVICES

17. Obligations under the Catering Services Agreement (the Agreement)

- 17.1. Spido shall provide the Catering Services mentioned in the Agreement at the times stated therein. This obligation shall not apply if the Guest fails to appear punctually.
- 17.2. Spido is not obliged to take receipt and/or custody of any property of the Guest.
- 17.3. Spido shall never be obliged to admit any (domestic) animal of the Guest and may attach conditions to such admission.
- 17.4. Spido is obliged to make the agreed facilities available to the Guest at the agreed time and to provide the agreed food and drink in a quantity, quality and in a manner customary for Spido. If no food and beverages have been agreed upon in advance, Spido will, on request, provide whatever food and beverages are available at that time.
- 17.5. Spido is entitled to cancel or, at any time, terminate the provision of Catering Services if the Guest does not behave in a way that is in keeping with the position and operation of the vessel. Spido may make requirements including the appearance of the Guest. The Guest must leave the vessel at the first request.
- 17.6. Spido is entitled to dissolve the Agreement, after consultation with the local competent authorities, due to a well-founded fear of public disorder. Should Spido use this authority, then Spido will not be liable to pay any compensation.
- 17.7. Whenever Spido mentions times and dates in the Agreement or otherwise, this means that the Catering Services will be provided around these times and dates.

18. Prepayment by Client

- 18.1. Without prejudice to its other rights, Spido will may communicate to the Client which part of the price, in general 50% of the Reservation Value and the food items, must be paid in advance. This amount must, in any case, be received by Spido ten (10) days prior to the execution of the Agreement, which means at any time prior to the intended departure date.
- 18.2. The prices quoted by Spido to the Client apply to the number of Guests offered/agreed upon, without the Client being entitled to set-off or reduction of the total price, if in reality fewer Guests are present.
- 18.3. Spido may also consider the number of fewer Guests as a partial Cancellation, but shall in any case not decide to do so if the Client has made this known more than four (4) days before the date of the round trip or the commencement of the performance of the Agreement and/or if it concerns less than 10% of the Guests.

- 18.4. Spido is not obliged to admit more Guests than agreed upon. However, if Spido does admit more Guests, it is entitled to an additional payment in proportion to the Reservation Value for the original number of Guests.
- 18.5. In case of a full Cancellation, the Client must pay Spido within fourteen (14) days after invoice:
- a. 50% of the Reservation Value in the event of a Cancellation up to eight (8) weeks prior to the day of departure and/or the time at which the services must have been provided under the terms of the Agreement;
 - b. 80% of the Reservation Value in case of Cancellation up to four (4) weeks prior to the day of departure and/or the time at which the services must have been provided under the terms of the Agreement;
 - c. 90% of the Reservation Value in case of Cancellation within four (4) weeks prior to the day of departure and/or the time at which the services must have been provided under the terms of the Agreement;
 - d. In the event of a No-show, the Client will in all cases be required to pay the Reservation Value. If the Guest and/or Client do not show up punctually, this will be regarded as a No-show.

19. Sales guarantee

- 19.1. If a sales guarantee has been given, the Client is obliged to pay Spido at least the amount specified in the sales guarantee with regard to the relevant Agreement(s).

20. Provided refreshments

- 20.1. If the number of Catering Services/consumption were provided against coins made available to the Guests by Spido or on a graduated scale, the basis for the number of consumptions delivered is the total number of coins issued to the Guests by Spido minus the coins that are returned to Spido immediately after the provision of the Catering Services or the number of consumptions provided as appears from the sales lists. Counting the coins is done by Spido and the Client declares himself in advance to be in agreement with the correctness of the count, which is kept in writing; all this subject to proof to the contrary from/by the Client.

21. Allowance for crockery and cutlery

- 21.1. The Guest and/or Client is only permitted to make use of the kitchen facilities offered by Spido on board the vessel after obtaining written permission. In this case, the Client is liable for an allowance for crockery and cutlery. The allowance for crockery and cutlery shall be agreed upon in advance or, in the absence of a prior Agreement, determined in all fairness by Spido.

22. Power of termination

- 22.1. Failure to comply with regulations as referred to in article 17 of the CBRB Passenger Transport Conditions, gives Spido the right to terminate the Catering Services Agreement verbally or in writing, without Spido being obliged to refund any amounts paid by the Client.

- 22.2. Spido reserves the right to cancel the Catering Services Agreement, if the vessel nominated for the provision of the Transport and/or Catering Services is unable to provide these services, due to a technical cause, a nautical incident or in any other way. In such a case, the Client is entitled to a refund of the Reservation Value if this was paid in advance. Spido shall not be liable for any damage suffered by the Client and/or the Guests.

CBRB Passenger Transport Conditions

1. Definitions

- *Agreement of Carriage of Passengers*: the contract by which one party (the carrier) undertakes vis-à-vis the other party to carry one or more persons (passengers) and their luggage by inland waterway on board a ship, whether or not in accordance with a timetable.
- *Agreement of domestic passenger transport*: the contract by which one party (the carrier) undertakes vis-à-vis the other party to carry one or more persons (passengers) and their luggage on board a ship, whether or not according to a timetable, exclusively within the Netherlands by inland waterways.
- *Luggage*: the goods which the carrier takes upon himself to carry in connection with the Agreement of Passenger Carriage he has entered into, with the exception of goods carried under a contract of carriage of goods. Luggage includes cabin luggage, Hand luggage and live animals.
- *Cabin luggage*: the luggage, with the exception of live animals, which the passenger has in his cabin, in his possession, under his supervision or in his power.
- *Hand luggage*: luggage, with the exception of live animals, which the passenger carries as easily transportable, portable or manually movable items.
- *Timetable*: a schedule of travel possibilities known to everyone.
- *Scheduled carrier*: the person who has undertaken in a contract with another party to carry one or more persons (passengers) and their luggage by inland waterway on board a vessel sailing according to a timetable known to all.

2. Article 2: Scope

- 2.1. Without prejudice to the second and third paragraphs of this article, section 3 of title 10 of Book 8 of the Dutch Civil Code shall apply to the Agreement of Passenger Transport insofar as these conditions do not deviate therefrom.
- 2.2. In deviation from section 1 of this article, section 5 of title 2 of Book 8 of the Dutch Civil Code shall apply to the contract of domestic passenger transport in accordance with a timetable, insofar as these terms and conditions do not deviate therefrom.
- 2.3. Regulation (EU) No 1177/2010 applies to the Agreement for the carriage of passengers according to a timetable, irrespective of whether the transport is exclusively within the Netherlands. In the event of any conflict between these passenger transport conditions and Regulation (EU) No 1177/2010, these conditions will prevail, unless they are in conflict with mandatory provisions of the Regulation. In the latter case, the relevant provisions of the Regulation shall prevail.

- 2.4. Regulation (EU) No 1177/2010 shall not apply to any Agreement of carriage of passengers according to a timetable under which the carrier undertakes to carry a passenger:
- a. on board a vessel licensed to carry up to 12 passengers;
 - b. on board a vessel with a crew responsible for the operation of the vessel consisting of not more than three persons;
 - c. on board a vessel that is not mechanically propelled, or an original and individual replica of a historic passenger vessel designed before 1965, built mainly with the original materials and certified to carry up to 36 passengers;
 - d. for a total distance of less than 500 metres one way;
 - e. as part of an excursion or a tourist trip.

3. Liability of the carrier

- 3.1. If there is a Agreement of Passenger Carriage, the following applies with respect to the liability of the carrier:

Liability for death or injury

- 3.2. The carrier shall be liable for loss or damage resulting from the death of or personal injury to a passenger if an incident leading thereto occurred during the transport and in so far as that incident is caused by a circumstance which a diligent carrier could have avoided or by a circumstance the consequences of which a diligent carrier could have prevented.
- 3.3. It is presumed that a diligent carrier could have avoided the circumstance leading to shipwreck, collision, stranding, explosion or fire, and could have prevented that circumstance from leading to such an occurrence.
- 3.4. Defective condition or malfunction of the vessel or of the equipment used for the carriage shall be considered as circumstances which a diligent carrier could have avoided and the consequences of which he could have prevented.
- 3.5. In the application of paragraph 1 of this article, account shall be taken of the behaviour of a third party only if no other circumstance leading to the incident shall be attributable to the carrier.

Liability for cabin or Hand luggage

- 3.6. The carrier is liable for loss or damage resulting from the total or partial loss of, or damage to, cabin or Hand luggage if an incident leading to such loss or damage occurred during the course of the carriage and to the extent that the incident was caused by a circumstance which a diligent carrier could have avoided and the consequences of which he could have prevented.

- 3.7. The second and third paragraphs of this Article also apply with respect to cabin and Hand luggage.
- 3.8. In the application of paragraph 5 of this article, account shall be taken of the behaviour of a third party only if no other circumstance leading to the incident shall be attributable to the carrier.
- 3.9. Paragraphs 5, 6, 7 and 8 of this article are without prejudice to articles 8:545 and 8:1006 of the Dutch Civil Code (about collision damage and fault of two or more vessels).

Liability for luggage, not being cabin or Hand luggage

- 3.10. Subject to paragraphs 5, 6, 7 and 8 of this Article, the carrier shall be liable for damage caused by full or partial loss of or damage to luggage if an incident giving rise thereto occurred during the course of the carriage and if that incident was caused by a circumstance which a diligent carrier could have avoided and the consequences of which he could have prevented.

Navigation errors

- 3.11. Subject to sections 1 to 9 of this article and article 5 of these conditions, the carrier shall not be liable for damage resulting from an act, omission or negligence of the master or skipper, any other member of the crew, the pilot or the carrier's servants or agents, committed during the navigation of the vessel.

Attempt at rescue

- 3.12. Subject to paragraphs 1 to 9 of this Article and Article 5 of these Conditions, any deviation from the course to save or attempt to save human life or property and reasonable deviation from the course shall not be considered a breach of any contract of carriage and the carrier shall not be liable for any loss or damage resulting therefrom.

4. Liability for mobility equipment or other special equipment

- 4.1. A scheduled carrier, other than a carrier referred to in paragraph 4 of Article 2, shall be liable for loss or damage resulting from loss of or damage to mobility equipment or other specific equipment used by a disabled person or person with reduced mobility, if the incident which caused the loss was due to the fault or neglect of the carrier. Guilt or negligence of the carrier shall be assumed in the event of loss caused by a navigation incident.

5. No liability for coins, gold, jewellery, etc.

- 5.1. The carrier is not liable in the event of loss of or damage to currency notes, negotiable documents, gold, silver, jewels, jewellery or other valuable items, unless these valuable items have been handed over to the carrier for safekeeping and the carrier has agreed to place them in safekeeping.

6. Limitation of liability

- 6.1. The compensation which the carrier may be obliged to pay on the basis of articles 3 and 4 of these conditions respectively, is limited to the amount which is due on the basis of art. 8:983 of the Dutch Civil Code or art. 8:110 of the Dutch Civil Code (domestic transport in accordance with timetable).
- 6.2. If the compensation is in the form of interest, the capitalised amount shall not exceed the amount referred to in paragraph 1.
- 6.3. Without prejudice to paragraph 1 of this Article and paragraph 4 of Article 12 of these Conditions, in the event that the carrier is liable for damage to or loss of luggage, such liability shall be limited to the value of such luggage; the carrier shall in no event be liable for non-material damage, indirect damage or consequential damage in the event of damage to or loss of such luggage.
- 6.4. Notwithstanding paragraphs 1 and 3 of this Article, the compensation which may be payable by the carrier under Article 4 of these conditions shall correspond to the replacement value of the equipment concerned or, as the case may be, to the cost of repairs.

7. Intent and gross negligence

- 7.1. An act or an omission by whomsoever, except the carrier, done either with intent to cause damage, or recklessly and with knowledge that damage would probably result, does not deprive the carrier of the right to invoke any exclusion or limitation of his liability.

8. Delay

- 8.1. The carrier shall not be liable for damage caused by delay, whatever the cause, occurring before, during or after the carriage, or caused by any deviation from the timetable.

9. Unfamiliarity with items brought on board

- 9.1. With regard to goods brought on board by the passenger which, if the carrier had known their nature or condition would not have been admitted on board and for which the carrier has not issued a receipt, the carrier shall not be liable for any compensation if the passenger knew or ought to have known that the carrier would not have admitted the goods for carriage; the passenger shall then be liable for all costs and damage to the carrier arising from the presentation for carriage or from the carriage itself.

10. Liability of the passenger

10.1. Without prejudice to Article 9 of these conditions, the passenger shall be obliged to compensate the carrier for damage which they or their luggage have caused to the carrier, except to the extent that this damage is caused by a circumstance which a diligent passenger could not have avoided and to the extent that such a passenger could not have prevented the consequences thereof. The passenger may not enter a plea of the quality or a defect of his luggage in order to avoid liability.

11. Liability of subordinates and assistants

11.1. The exclusions or limitations of the carrier's liability resulting from these conditions and the rights granted to the carrier are also valid for and accrue to its servants and any other persons used by the carrier for the execution of the Agreement of Passenger Carriage.

12. Right of action of the passenger

12.1. Without prejudice to section 6:107 of the Dutch Civil Code, the passenger themselves shall only be entitled to claim compensation in the event of injury to the passenger.

12.2. Without prejudice to Article 6:108 of the Civil Code, only the surviving spouse, children or parents of the passenger who the passenger supported by his/her work shall have claims of compensation.

12.3. The claims referred to in the preceding paragraphs of this article are valued according to the mutual position and fortune of the persons and according to the circumstances.

12.4. In case of loss of or damage to luggage, the claim for compensation shall be assessed on the basis of the circumstances.

13. Passenger's own fault

13.1. If the carrier proves that the loss or damage was caused by the fault or neglect of the passenger, the liability of the carrier for this loss or damage may be waived wholly or partly.

14. Auxiliary persons

14.1. If the carrier makes use of persons for the performance of his obligations and these persons render services at the request of a passenger, without being obliged to do so by the carrier, they shall be regarded as acting on behalf of the passenger to whom they render such services.

15. Obligation of the other party to guarantee that passenger arrives on time

15.1. The other party to the carrier shall be obliged to compensate the latter for any damage arising from the fact that the passenger, for whatever reason, does not arrive on time for transport.

16. Obligation of the other party to guarantee that documents are available in a proper manner

16.1. The other party to the carrier shall be obliged to compensate the latter for any damage suffered as a result of the fact that the documents relating to the passenger which are required for the carriage are not available in a proper manner owing to any cause whatsoever.

17. Passengers late back on board

17.1. If the passenger does not return in time after leaving the vessel, the carrier may consider the Agreement terminated as from that moment.

17.2. The other party to the carrier shall remain liable for the passage fees and other expenses incurred by the passenger for the entire agreed transport. In addition, the other party to the carrier is obliged to compensate the carrier for the damage which the latter suffers as a result of the termination.

18. Refusal of access

18.1. Access to the vessel, the waiting rooms for passengers, the access facilities and/or the transport of persons and luggage may be denied by the carrier without giving reasons, if this proves necessary in relation to capacity, safety, public order, the threat of damage, nuisance and suchlike, and because of violation of these conditions. In the event of a claim by the carrier against its contractual other party which has fallen due, the carrier shall also be entitled to do so.

19. Compliance with regulations

19.1. The passenger, who is in the waiting-room, the entrance building or on board the ship, must strictly follow the regulations or instructions of the authorities and the carrier, especially in but not limited to the interest of order and safety.

19.2. In the event of non-compliance with the regulations and instructions as referred to in section 1 of this article, the carrier shall be entitled to terminate the Passenger Transport Agreement. Termination shall be effected by an oral or written notification to the other party to the carriage or to the passenger and the Agreement shall terminate at the time of the first notification received, without prejudice to the right of the carrier to compensation.

20. Change of sailing schedule etc.

20.1. The carrier shall be entitled at any time, without being obliged to pay any compensation, to make alterations in sailing schedules, itineraries or programmes if demanded or justified by the condition of the waterway or other circumstances affecting the voyage including but not limited to the interest of safety.

21. Prevention of commencement or performance of transport

21.1. The carrier shall not be liable for damage to the passenger if the carriage as agreed is not commenced or completed. In that case the passenger is entitled to a refund of the passage fees.

22. The contractual partner must vouch for the passenger

22.1. If the passenger is not the contractual partner of the carrier, the contractual partner shall be obliged to compensate any damage which the carrier suffers as a result of the fact that the passenger has not fulfilled their obligations under these conditions and the law.

23. Lapse

23.1. Without prejudice to section 8:1753 of the Dutch Civil Code a legal claim against the carrier in case of death or injury to the traveller or in case of cabin and Hand luggage or in case of a live animal shall lapse if the person entitled does not notify the carrier within a period of three months of the incident or accident affecting the passenger.

23.2. The period referred to in the first paragraph of this article starts with the commencement of the day following the day of the incident or accident.

24. Limitation of action

24.1. A legal action against the carrier in respect of injury to a traveller shall lapse by the expiry of three years, this period commencing on the day of the occurrence of the incident or accident to the passenger.

24.2. An action against the carrier in respect of the death of a traveller is time-barred by the expiry of three years, which period shall commence on the day following that of the death of the traveller, but not exceeding five years from the commencement of the day following the day of the occurrence of the incident or accident to the passenger.

24.3. Without prejudice to section 8:1750 of the Dutch Civil Code a legal claim against the carrier with regard to the carriage of cabin or Hand luggage or a live animal shall lapse by the expiry of one year, which period shall commence on the day following that on which the passenger left the vessel or should have left the vessel.

24.4. Without prejudice to section 8:1750 of the Dutch Civil Code a legal action against the carrier in respect of the carriage of luggage, not being cabin or Hand luggage or a live animal, shall lapse after one year, which period shall commence on the day following the day on which such luggage has been delivered or should have been delivered.

25. Applicable law and competent court

25.1. Dutch law applies to the Agreement of Passenger Transport, to which these conditions apply, and the actions relating to it.

- 25.2. All disputes, in so far as they belong to the jurisdiction of a court, arising from or relating to the execution of the Agreement for Passenger Transport to which these conditions apply, shall in the first instance be exclusively settled by the court in Rotterdam.