

# GENERAL TERMS AND CONDITIONS FOR CONSUMER CANAL CRUISE ELECTRIC TOURS B.V.

General terms and conditions of Electric Tours B.V. located at (1011 LE) Oudeschans 130, Amsterdam.

## 1. Definitions

The following definitions apply in these General Terms and Conditions:

### 1.1 Services:

The by Electric Tours B.V. Services offered and to be delivered within the framework of these general terms and conditions concern the offering of one or more boat trips for a number of persons as further described in the agreement concluded between the parties.

### 1.2 Buyer:

The party to whom Electric Tours B.V. has made an offer or with whom an agreement has been concluded.

### 1.3 Contractor:

Electric Tours B.V. who carries out work or provides services on behalf of the Purchaser as described above, hereinafter referred to as "Boat Amsterdam".

### 1.4 Assignment or Agreement:

The agreement of assignment on the basis of which the Contractor undertakes to perform work for the Buyer against payment to the Buyer.

## 2. Applicability terms and conditions

2.1 These terms and conditions apply to all offers and agreements from BoatAmsterdam. Unless otherwise agreed in writing, these terms and conditions are deemed to have been fully accepted by the Buyer. These conditions can only be deviated from if BoatAmsterdam confirms so in writing.

2.2 Anyone who participates in the boat trip offered by BoatAmsterdam is deemed to have taken note of the contents of these general terms and conditions and to agree to them. The Buyer is responsible for this.

2.3 These general terms and conditions are deemed to be permanently customary terms and conditions of BoatAmsterdam declared applicable to (future) follow-up and / or additional offers as well as to agreements or the conclusion and / or implementation thereof.

2.4 Any general terms and conditions used by the Buyer do not apply unless they have been explicitly accepted in writing by BoatAmsterdam. Signing by BoatAmsterdam of documents of the Buyer to which such general terms and conditions have been declared applicable, without enclosing those general terms and conditions, does not count as written acceptance thereof by BoatAmsterdam.

## 3. The agreement

3.1 An Agreement between BoatAmsterdam and the Buyer can be concluded both orally and in writing, including an agreement through electronic means.

3.2 BoatAmsterdam is the official organizer responsible for performing the Services in accordance with the Agreement, with due observance of the provisions of these general terms and conditions.

3.3 Apparent mistakes or errors in the offer from BoatAmsterdam and commitments from third parties of which BoatAmsterdam could not have known, are not binding for BoatAmsterdam.

3.4 If the agreement comes about through a non-binding offer made by BoatAmsterdam, the Agreement will only come into effect if BoatAmsterdam has confirmed the Order in writing or has commenced its execution.

3.5 BoatAmsterdam is not responsible for printing errors in catalogs, brochures and the like.

## 4. Offers

4.1 All offers from BoatAmsterdam are without obligation and valid for 14 days, unless stated otherwise.

4.2 BoatAmsterdam reserves the right to refuse an assignment without giving reasons.

4.3 If, at the request of the Buyer, BoatAmsterdam has made a start to the execution of an offer made by BoatAmsterdam to the relevant Buyer, the Buyer will be deemed to have entered into an agreement with BoatAmsterdam from the date of execution in full compliance with the relevant terms and conditions provided by BoatAmsterdam offer made.

4.4 Unless explicitly stated otherwise, all prices and rates are excluding VAT. and any other taxes imposed by the government. All prices are based on the circumstances that apply at the time of the conclusion of the agreement. If these circumstances change after the conclusion of the agreement, BoatAmsterdam is entitled to increase or decrease the agreed prices with the amount by which its costs have been increased or decreased by stating the resulting additional or reduced costs. The aforementioned circumstances include: taxes at home or abroad, wage, price and exchange rate changes.

## 5. Formation and execution of the agreement

5.1 BoatAmsterdam takes bookings online or by telephone up to half an hour before departure, subject to availability. Unspecified ("Open") prepaid tickets with flexible departure times are valid provided that space is available. The booking is valid for BoatAmsterdam and the Buyer from the moment that BoatAmsterdam has confirmed the booking and the Buyer has paid the agreed invoice amount within the stipulated period.

5.2 The buyer is not entitled to transfer the Agreement with BoatAmsterdam in whole or in part to third parties without prior written permission from BoatAmsterdam.

5.3 BoatAmsterdam determines the way in which the Assignment is carried out within the limits of what has been agreed in writing between the parties.

## 6. Modified execution

6.1 If it appears that before or during the performance of the agreement that this or a part thereof can only be changed due to unforeseen circumstances, the party that first becomes aware of this circumstance will consult with the other party. BoatAmsterdam hereby informs the Buyer of the financial consequences.

6.2 Changes to the Agreement and deviations from these general terms and conditions will only be effective if they have been agreed in writing between the parties. If changes lead to an increase or decrease in costs, a possible resulting change in the price must be agreed in writing between the parties.

6.3 The risk of booking an open boat lies entirely with the Buyer. There is no guarantee that a covered boat will be available as a reserve. If this is available, then always under the condition of availability of the skipper and additional price for the Buyer.

## 7. Cancellation by the Buyer

7.1 The Buyer has the right to cancel an agreement concluded between the parties under the following conditions. The cancellation date is the date on which BoatAmsterdam receives the request. A cancellation request will only be processed if it meets the following conditions.

7.2 The cancellation request must be received on working days (Monday to Friday from 9 a.m. to 5 p.m.). In any case, applications will not be processed on weekend and public holidays.

7.3 The request must be made in writing by sending an e-mail to [cruise@boatamsterdam.com](mailto:cruise@boatamsterdam.com).

7.4 The request will only be processed if the original sailing time is at least 24 hours later than the time when the e-mail with the request was received by BoatAmsterdam.

7.5 The application will only be processed if the applicant states the booking number, the ticket details and the booking name in the application.

7.6 Upon approval of the cancellation request, the money will be refunded using the same method as when purchasing the tickets. The following things apply to the refund process: only the amount of the tickets given in euros is refunded. Additional booking costs incurred (e.g. surcharges, exchange rate changes, etc.) are not refundable by BoatAmsterdam. Processing the refund can take up to 10 business days.

7.7 The buyer and his / her guests are responsible at all times for being present on time for departure. Arriving late (also due to force majeure) never entitles you to a refund of tickets for the Buyer.

7.8 If the Buyer decides not to sail because of the weather conditions, this in no way provides a basis for a refund or relocation of the tickets when BoatAmsterdam does offer the tour.

7.9 BoatAmsterdam reserves the right not to approve a cancellation of tickets without giving a reason.

## 8. Buyer Cooperation

8.1 The buyer will always provide BoatAmsterdam with all necessary information in a timely manner. The buyer is at all times responsible for providing correct current personal and contact details.

8.2 The Buyer himself takes the risk of missing (current) information or tickets if the information is incorrect. If the cruise is missed as a result of this, BoatAmsterdam is in no way liable for this. No compensation will be paid for damages incurred as a result of incorrect contact and personal information provided by the Buyer.

8.3 If information necessary for the implementation of the agreement is not available to BoatAmsterdam, not in time or in accordance with the agreements, or if the Buyer does not otherwise fulfill his obligations towards BoatAmsterdam, this may suspend the fulfillment of BoatAmsterdam, and the resulting additional costs may be charged to the Buyer.

8.4 The Buyer and his guests are responsible for being on time (at least 10 minutes in advance) at the boarding location.

8.5 The Buyer must immediately follow the instructions of (the employees of) BoatAmsterdam. BoatAmsterdam may refuse access to the boat and jetties without stating reasons, if this is deemed necessary in connection with, among other things, safety and public order.

8.6 It is not possible to deviate from the starting time of the cruise. The boat leaves at the agreed time. The failure of all or part of the passengers to be on time is for the account and risk of the Buyer. At the Purchaser's request, which needs to be confirmed in writing and then confirmed in writing, departure can be postponed until all passengers are present. Deviations from the agreed departure time are entirely for the account and risk of the Buyer. The duration of the cruise will then be shortened

as much as the delay has lasted. Other parts of the tour can be changed / shortened or canceled completely as a result of this delay.

### **9. Cancellation by BoatAmsterdam**

If a boat trip is not carried out for safety reasons (e.g. stormy weather), BoatAmsterdam will contact the Buyer. As compensation, a refund or relocation of tickets will be offered.

### **10. Costs in case of no or late payment**

10.1 All costs incurred by BoatAmsterdam for the implementation of its rights, including all extrajudicial and judicial costs in the event of the engagement of an authorized representative, lawyer or bailiff, are for the account of the Buyer.

10.2 The extrajudicial costs amount to at least 15% (excluding VAT) of the claim with a minimum of 250 euros (excluding VAT) per claim. If BoatAmsterdam can demonstrate that it was reasonably necessary to invoice higher extrajudicial costs, these will also be borne by the Buyer. All costs related to judicial collection are for the account of the Buyer, including those of the judicial execution. With regard to natural persons who do not act in the exercise of a profession or business, the legal provisions regarding the amount of the extrajudicial costs apply.

### **11. Complaints**

11.1 Complaints are understood to mean all complaints from the Buyer with regard to the execution of the agreement by BoatAmsterdam

11.2 Complaints with regard to the services / services provided and invoices provided by BoatAmsterdam must, under penalty of forfeiture, be described in writing and as detailed as possible, within 8 (eight) working days after the services / services provided, or the invoice date, submitted to the Contractor.

11.3 Minor deviations that are deemed permissible in daily traffic in or in the performance of the Agreement cannot constitute grounds for complaints.

11.4 By submitting a complaint, the Purchaser's payment obligation is not suspended.

11.5 If the complaint is justified and the performance of the agreed work is no longer possible or useful, the Contractor is liable within the limits of Article 13.

11.6 If the Buyer has not complained within the aforementioned period, the Buyer is deemed to have approved the services provided and / or the invoices. In the absence of such a report, all (possibilities for) claims of the Buyer will expire.

### **12. Liability for damage**

12.1 BoatAmsterdam is not liable for indirect or consequential damage, injury (including damage) of the Buyer and / or participants, unless that damage is due to gross negligence, recklessness or intent.

12.2 BoatAmsterdam is not liable for theft or loss of, or damage to, property of the Buyer and / or participants. Taking property is entirely at your own risk.

12.3 BoatAmsterdam is not liable for damage that occurred before or after the departure of the Buyer and / or participants upon entering, or being present on, the grounds and goods used by BoatAmsterdam, including but not limited to the scaffolding, (sale) locations and vessels.

12.4 BoatAmsterdam is never liable for damage caused by a delay in departure or during the performance of the service, or the cancellation of a trip due to weather conditions.

12.5 BoatAmsterdam explicitly excludes any liability with regard to all persons for whom BoatAmsterdam is responsible in any way, including its employees and third parties that BoatAmsterdam has engaged in the provision of services.

12.6 All Services organized by BoatAmsterdam take place entirely at the Buyer's and / or participants' own risk. The Buyer is responsible and liable for the behavior of the passengers brought on board. The Buyer is responsible for informing participants about the rules and conditions.

12.7 Entering or being on grounds and objects in use by BoatAmsterdam, such as scaffolding, (sales) locations and vessels is at your own risk.

12.8 The buyer and / or participant is liable for damage caused by the buyer / participant for the loss and / or damage to the items, property and possessions of BoatAmsterdam or its employees that are used by BoatAmsterdam and its employees, as well as the goods it uses, third parties. The buyer and / or participant is also liable for damage he / she causes to BoatAmsterdam, its employees, passengers and third parties engaged by it, for whatever cause.

12.9 In all cases where BoatAmsterdam is obliged to pay any compensation, this will under no circumstances exceed the total amount invoiced by BoatAmsterdam to the Buyer under the relevant Agreement (excluding VAT).

12.10 After the complaint period as referred to in Article 12, BoatAmsterdam is no longer liable for any shortcomings.

### **13. Disclaimer**

The buyer indemnifies the Contractor against any claims from third parties who suffer damage in connection with the performance of the Agreement and whose cause is attributable to someone other than the Contractor. If the Contractor may be approached by third parties on that basis, the Buyer is required to assist the Contractor both outside and in court and immediately do everything that may be expected or him in that

case. If the Buyer fails to take adequate measures, the Contractor is entitled to do so without notice or default. All costs and damage on the part of the Contractor and third parties that arise as a result, are entirely for the account and risk of the Buyer.

### **14. Suspension and termination**

14.1 In the event that the agreement is dissolved by BoatAmsterdam due to breach of contract by the Buyer, BoatAmsterdam reserves the right to payment or the full agreed price.

14.2 The dissolution can only be effected by written message (which also includes electronic means) to the other party; judicial intervention is not required. If the Buyer at the time of the dissolution of the agreement had already received services to implement the agreement, he can only partially dissolve the agreement and only for that part that has not yet been carried out by BoatAmsterdam. Amounts that BoatAmsterdam has imported before the dissolution in connection with what it has already carried out or delivered in the performance of the agreement, remain indebted and remain immediately due and payable at the time of dissolution.

### **15. Catering**

15.1 Catering on board is provided by BoatAmsterdam or third parties engaged by BoatAmsterdam, unless the parties explicitly agreed otherwise.

15.2 BoatAmsterdam reserves the right to ask guests present to provide proof of identity to check the age in connection with the provision of alcoholic beverages.

15.3 BoatAmsterdam reserves the right to not provide alcoholic beverages (anymore) if the staff have good reasons for this.

15.4 The inclusive drink packages offered offers unlimited drinks on the basis of a fair use policy: including, but not limited to, the non-throwing away of drinks, a drink must be empty before a new one is issued and may not (un)opened be taken off board.

### **16. Confidential information**

16.1 Parties commit themselves to confidentiality of the other parties' information or the other party. Each party will take all precautionary measures that can reasonably be done in order to fulfill this obligation as well as possible.

16.2 BoatAmsterdam has drawn up a privacy statement for the processing of personal data. This is displayed on its website.

### **17. Special clauses**

17.1 Without prejudice to the above conditions, the following conditions in this article also apply to the Services of BoatAmsterdam.

17.2 The maximum number of people on BoatAmsterdam's ships may never exceed the number for which the boat has been approved.

17.3 BoatAmsterdam reserves the right to charge a deposit or cleaning fee in certain cases. The amount of this is determined by BoatAmsterdam.

17.4 It is prohibited at all times to use board (decorative) means (including, but not limited to, confetti (cannons), crêpe paper, and / or glue and binding agents) that may damage the paint / coating of the boat.

17.5 The buyer cannot claim a specific boat for the implementation of a program, unless explicitly agreed otherwise.

17.6 The buyer is responsible for the swimming skills of its passengers.

17.7 The buyer must ensure that all participants are aware of the applicable rules.

### **18. Applicable law and disputes**

18.1 Dutch law applies to these general terms and conditions and all Agreements entered into by BoatAmsterdam.

18.2 The Buyer must immediately inform BoatAmsterdam of any problem that arises during the performance of the Service, so that BoatAmsterdam will have the opportunity to solve the problem. If the Buyer does not immediately communicate this problem, the right to submit a complaint will lapse. If the Buyer and BoatAmsterdam cannot come to a solution of the problem together, then disputes can be submitted to the court.

18.3 Subject to proof to the contrary, with regard to Agreements to which these conditions apply and the Agreements ensuing therefrom, the administrative data of BoatAmsterdam are decisive.

18.4 All disputes that may arise with regard to the interpretation or implementation of these conditions or Agreements will be submitted exclusively to the competent court in the Amsterdam district, except in cases where another competent court is required by law.

### **19. Modification of the conditions**

The contractor is authorized to make changes to these general terms and conditions. These changes take effect at the announced time of entry into force. The Contractor will send the amended conditions to the Buyer in a timely manner. If no time of entry into force has been notified, changes to the Buyer will take effect as soon as the Buyer has been notified of the change.