

GENERAL TERMS AND CONDITIONS FOR HOSPITALITY EVENTS 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 to the Client of one or more boat trips with one or more vessels for a number of persons as further described in the agreement concluded between the parties.

1.2 Client:

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

1.3 Contractor:

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

1.4 Assignment or Agreement:

The assignment agreement on the basis of which the Contractor undertakes to perform work for the Client against payment of fees and costs to the Client.

2. Applicability of these 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 accepted by the BoatAmsterdam Client. These conditions can only be deviated from by BoatAmsterdam confirming this 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 Client 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 Client do not apply unless they have been explicitly accepted in writing by BoatAmsterdam. Signing by BoatAmsterdam of Client's documents to which such general terms and conditions have been declared applicable, without enclosing these terms and conditions, does not count as written acceptance thereof by BoatAmsterdam.

3. Offers

3.1 Unless explicitly stated otherwise in the offer, all offers made by BoatAmsterdam are without obligation.

3.2 BoatAmsterdam reserves the right to refuse an order without stating reasons.

3.3 If, at the request of the Client, BoatAmsterdam has made a start to the execution of an offer made by BoatAmsterdam to the Client concerned, the Client 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.

3.4 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.

4. Formation and implementation of the Agreement

4.1 The Agreement is established by written confirmation by BoatAmsterdam to the Client that the order has been accepted or by the Client signing the Agreement. In urgent cases, the Agreement can also be concluded verbally if the general terms and conditions have already been handed over to you: in that case, the formation of the Agreement will be evidenced by the execution of the assignment given by BoatAmsterdam and BoatAmsterdam will write the Agreement within 2 x 24 hours confirm.

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

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

5. Modified execution

5.1 If before or during the execution of the Agreement it appears that this or a part thereof can only be changed due to unforeseen circumstances, the party that first becomes aware of this circumstance will enter into consultation with the other party. BoatAmsterdam hereby informs the Client of the financial consequences.

5.2 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. Cancellation

6.1 The Client has the right to cancel an Agreement concluded between the parties under the following conditions. Cancellation takes place through a written and sent notice of termination from the Client to BoatAmsterdam. The cancellation date is the date on which BoatAmsterdam receives the cancellation notice.

6.2 If the Client cancels the Agreement less than two months before the boat trip, the Agreement between the parties is terminated on the understanding that the Client owes 50% of the total to BoatAmsterdam on the basis of the Agreement.

6.3 If the Client cancels the Agreement less than one month before the boat trip, the Agreement between the parties is terminated on the understanding that the Client owes BoatAmsterdam 60% of the total on the basis of the Agreement.

6.4 If the Client cancels the Agreement less than fourteen days before the boat trip, the Agreement between the parties is terminated on the understanding that the Client owes 70% of the total to BoatAmsterdam on the basis of the Agreement.

6.5 If the Client cancels the Agreement less than seven days before the boat trip, the Agreement between the parties is terminated on the understanding that the Client owes BoatAmsterdam 80% of the total on the basis of the Agreement.

6.6 If the Client cancels the Agreement less than 48 hours before the boat trip, the Agreement between the parties is terminated on the understanding that the Client owes 95% of the total to BoatAmsterdam on the basis of the Agreement.

6.7 If the Client cancels the Agreement more than two months before the cruise, the Agreement between the parties will be terminated on the understanding that the Client must pay €75.00 administration fee to BoatAmsterdam.

6.8 In the unlikely event of extreme weather conditions occurring, the cruise, excluding any catering costs, may be moved to a new date within 60 days from the original sailing date without additional costs. In that case, BoatAmsterdam will contact the Client.

7. Payment

7.1 Payment by the Client to BoatAmsterdam must be made in accordance with the payment conditions stated on the invoice.

7.2 A minimal deposit of 25% needs to be paid to secure the reservation of the booking. Additionally, at least two weeks prior to the event date, the complete invoice needs to be paid. If that is not the case, BoatAmsterdam has the right to cancel the reservation and make the boat available to other parties. This is no ground to have the downpayment(s) refunded.

7.3 In the case of cashless payment, the date of payment is the day of crediting the cashless account of BoatAmsterdam. In the case of cash payment, only the receipt issued by BoatAmsterdam serves as proof and time of payment.

7.4 Payment must be made within the specified periods in the absence of which the Client is legally in default.

7.5 From the date of default until the moment of payment of the full amount owed, the Client owes a contractual interest of 5% per month, whereby part of the month is counted as a whole month. Furthermore, BoatAmsterdam is then entitled to suspend the execution of the Agreement and the Client is obliged to reimburse all costs, both in and out of court, that BoatAmsterdam must incur as a result of non-compliance with its obligations.

7.6 In the event of a joint assignment, all Clients are jointly and severally liable for payment of the full invoice amount.

7.7 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, will be borne by the Client. 7.8 The extrajudicial costs amount to at least 15% (excluding VAT) of the claim with a minimum of €250.00 (excluding VAT) per claim. If BoatAmsterdam can demonstrate that it was reasonably necessary to incur higher extrajudicial costs, these will also be borne by the Client. All costs associated with judicial collection are for the account of the Client, 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.

7.9 The Contractor has the right to have the payments made by the Client go first of all to reduce the costs, subsequently to reduce the interest still due and finally to reduce the principal sum and the current interest.

7.10 The Client is never entitled to set off the amount it owes the Contractor. Objections to the amount of an invoice do not suspend the payment obligation.

8. Complaints

8.1 Complaints are understood to mean all complaints from the Client regarding the implementation of the Agreement by BoatAmsterdam.

8.2 Complaints with regard to an invoice must be made, under penalty of forfeiture, in writing and as detailed as possible, within fourteen days of the invoice date.

8.3 Complaints with regard to the services / services provided by BoatAmsterdam must be submitted to the Contractor within 8 (eight) working days after the services / services provided, under penalty of forfeiture.

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

8.5 By submitting a complaint, the Client's payment obligation is not suspended.

8.6 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 10.

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

9. Client's cooperation

9.1 The Client will always provide BoatAmsterdam with all necessary information in a timely manner.

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

9.3 The Client 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.

9.4 It is not possible to deviate from the starting time of the cruise. The boat leaves at the agreed time. The late presence of (a part of) the passengers is at the expense and risk of the Client. The Client's request, which can be confirmed in writing and then confirmed in writing, can be waited until all passengers are present. Deviations from the agreed departure time are entirely at the expense and risk of the Client. 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.

10. Liability for damage

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

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

10.3 BoatAmsterdam is not liable for damage that occurred before or after the departure of the Client 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.

10.4 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.

10.5 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.

10.6 All services organized by BoatAmsterdam take place entirely at the risk of the Client and / or participants. The Client is responsible and liable for the behavior of the passengers brought on board. The Client is responsible for informing the participants about the rules and conditions.

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

10.8 The Client and / or participant is liable for damage caused by the Client / participant for the loss and / or damage of the items, property and possessions of BoatAmsterdam or its employees that are used by BoatAmsterdam and its employees, as well as contracted third parties. Client 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.

10.9 In all cases in which BoatAmsterdam is obliged to pay any compensation, this will under no circumstances exceed the amount of the amounts invoiced and invoiced by BoatAmsterdam to the client pursuant to the relevant Agreement (excluding VAT).

10.10 After the complaint period as referred to in Article 8, BoatAmsterdam is no longer liable for its possible shortcomings.

11. Disclaimer

The Client 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 Client is required to assist the Contractor both outside and in court and immediately do whatever may be expected of him in that case. If the Client fails to take adequate measures, the Contractor is entitled to do so without notice of 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 Client.

12. Force majeure

12.1 Neither of the parties is obliged to fulfill any obligation if it is prevented from doing so as a result of a circumstance that is not due to its fault, nor under the law, legal act or generally accepted beliefs such as storm damage, natural disasters, obstruction by third parties, restrictive measures by any government, war, strike, fire, malfunctions and accidents in the business of third parties, as well as shortcomings or force majeure of suppliers or third parties whose services BoatAmsterdam uses.

12.2 In the event of force majeure or other circumstances of such a nature that (in reasonableness and fairness) further performance of the Agreement cannot be demanded, the performance of the Agreement will be suspended or if such suspension has lasted at least continuously for three months then as soon as it has been established that it will last for more than three months, one party may terminate the Agreement with immediate effect without judicial intervention by means of a registered letter to the other party. This right to terminate expires if, before use is made, the obligation, the fulfillment of which was temporarily prevented by force majeure, will still be fulfilled.

12.3 In the event of termination of the Agreement due to force majeure, the obligations arising from the Agreement will cease, on the understanding that if the Agreement has already been partially fulfilled by BoatAmsterdam, the Client will owe BoatAmsterdam a proportional part of the agreed price.

12.4 In the event of force majeure, the parties cannot claim compensation from each other.

13. Suspension and termination

13.1 If in the opinion of BoatAmsterdam the creditworthiness of the Client gives cause for this, BoatAmsterdam may at any time require further security or advance payment, failing which BoatAmsterdam has the right to suspend the execution of the Agreement.

13.2 In the event that the Client fails to meet one or more of its obligations, or fails to do so on time or properly, requests suspension of payment, is declared bankrupt, its assets are wholly or partially seized and / or the Client wholly or partially makes the decision loses its assets, BoatAmsterdam has the right to suspend the performance of the Agreement or to dissolve a written statement, all this at its option and without prejudice to any right to compensation for damage, costs and interest accruing to it.

13.3 If BoatAmsterdam makes use of its authority to suspend the execution of the Agreement referred to in the previous paragraph, this does not affect the Client's obligation to pay the fee agreed with BoatAmsterdam during the period that BoatAmsterdam has suspended the implementation of its obligations, without prejudice.

13.4 An Agreement can only be dissolved by the Client if BoatAmsterdam, after proper written notice of default giving it a reasonable period of time to fulfill its obligations, continues to attributably fail to meet its obligations under the Agreement and in such a way that Client cannot reasonably be expected to maintain the Agreement.

13.5 In the event that the Agreement is dissolved by BoatAmsterdam due to breach of contract by the Client, BoatAmsterdam reserves the right to payment of the full agreed price.

13.6 The cancellation can only take place by registered letter to the other party; judicial intervention is not required. If, at the time of the dissolution of the Agreement, the Client 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 performed by BoatAmsterdam. Amounts that BoatAmsterdam has invoiced for the dissolution in connection with what it has already implemented in order to implement the Agreement has been performed or delivered, remain indebted and become immediately claimable at the time of termination.

14. Catering

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

14.2 BoatAmsterdam reserves the right for the guests present to request proof of identity to check the age in connection with the provision of alcoholic beverages.

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

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

14.5 If BoatAmsterdam and the Client have agreed that the Client organizes catering itself, the Client must arrange for decoration, place settings, glassware, cooling, beverage bins, waste options and processing. The drink can be brought on board 15 minutes before departure. It cannot be guaranteed that building up / setting up / decorating will take place earlier than 15 minutes before departure. This in connection with possible earlier bookings.

14.6 If the Client itself arranges catering, it must immediately remove all that it has brought back on board and leave the boat in a reasonable state of cleanliness.

14.7 BoatAmsterdam reserves the right to charge additional cleaning costs if the boat is not delivered in a reasonable state of cleanliness by the Client after the trip. These additional costs are for the account of the Client.

15. Confidential information

15.1 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.

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

16. Special clauses

16.1 Without prejudice to the above provisions, the Services included in this article also apply to the Services of BoatAmsterdam.

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

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

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

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

16.6 The client guarantees the swimming skills of its participants.

16.7 The Client must ensure that all participants are aware of the applicable rules.

16.8 The boat remains reserved for the Client up to a maximum of 30 minutes after the agreed starting time. Late departure does not automatically entitle you to a later end time. If the Client is not present on the agreed rental date and time, the Client will owe the full rental amount.

17. Applicable law and disputes

17.1 Dutch law applies to these general terms and conditions and all Agreements entered into by BoatAmsterdam based on them

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

17.3 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.

17.4 All disputes that may arise with regard to the interpretation or implementation of these terms and 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.

18. 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 Client in a timely manner. If no time of entry into force has been notified, changes towards the Client will come into effect as soon as the Client has been notified of the change.