



## ***General terms and conditions Rederij Prinsengracht BV***

### **Article 1: Definitions**

In these general terms and conditions, the following terms are defined as follows:

Rederij Prinsengracht BV: Cruising Company.

- 1.1 Client: the (potential) buyer/client is either a consumer or a professional client;
- 1.2 Consumer: a person not acting in the exercise of a profession or business;
- 1.3 Professional Client: any entity that does not fall under the definition consumer. The 'Distance Selling Act' does not apply to the Professional Client.

### **Article 2: Applicability**

- 2.1 These General Conditions are applicable to all offers, quotations/options and all purchases of (e-)tickets and other products/services through <https://rederijprinsengracht.com> or Rederij Prinsengracht BV's points of sale, unless Rederij Prinsengracht BV has expressly deviated from these conditions in writing.
- 2.2 When purchasing an (e-)ticket or other product/service from Rederij Prinsengracht BV, the Client expressly accepts, without reservation, the applicability of these conditions. The conditions can be found on Salonboot's website and can be requested free of charge from Rederij Prinsengracht BV.
- 2.3 The applicability of any general or other conditions of the Client is expressly rejected.\* If one or more provisions of these terms and conditions are null and void or annulled, the other provisions of these terms and conditions shall remain fully applicable. The parties will then consult to agree new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and meaning of the original provision. Rederij Prinsengracht BV is entitled to amend the provisions of these General Terms and Conditions as circumstances dictate. The Client accepts in advance that general terms and conditions amended pursuant to this article will be binding on the Client in respect of orders placed by the Client after the Client has been duly informed by Rederij Prinsengracht BV of the amended general terms and conditions.
- 2.4 In the event of any conflict between the Dutch text of the General Terms and Conditions and translations thereof, the Dutch text will always prevail.

### **Article 3: Offers and quotations**

- 3.1 All offers are without obligation, unless the offer states a period for acceptance.
- 3.2 All quotations made by Rederij Prinsengracht BV are without obligation. They are valid for 14 days, unless otherwise indicated. Rederij Prinsengracht BV will only be bound by quotations if the Customer confirms acceptance in writing within 14 days, unless stated otherwise.



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- 3.3 An agreement will not be formed until Rederij Prinsengracht BV has confirmed an instruction in writing or has commenced execution thereof. This also applies if the agreement is concluded electronically.
- 3.4 All quotations of Prinsengracht BV to the Client are inclusive of VAT and in euros, unless expressly stated otherwise or agreed between the parties.
- 3.5 Rederij Prinsengracht BV reserves the right vis-à-vis the Client to make reasonable price changes where appropriate.
- 3.6 If an offer is accepted, Rederij Prinsengracht BV has the right to withdraw the offer during two working days
- 3.7 The management reserves the right to annul an agreement entered into by its employee within the reasonable period of 8 days. Offers or quotations do not automatically apply to future assignments.

#### **Article 4: Force majeure and resolute conditions**

- 4.1 If Rederij Prinsengracht BV cannot fulfil its obligations due to force majeure or an appeal to a resolute condition, there will be no entitlement to restitution or compensation.
- 4.2 In these General Terms and Conditions, force majeure includes, in addition to its definition in the law and case law, all external causes, foreseen or unforeseen, over which Rederij Prinsengracht BV has no control, but which prevent Rederij Prinsengracht BV from being able to fulfil its obligations. These include, but are not limited to: fire, accidents, illness, pandemics, strikes, riots, war, government measures and transport impediments.
- 4.3 Weather conditions (heavy storm and/or ice and/or high water), early darkness and technical calamities, which impede or render impossible the (roundtrip) sailing, will be at the discretion of Rederij Prinsengracht BV, as a resolute condition for all sailings.

#### **Article 5: Rules of conduct**

- 5.1 By purchasing a service or product from Rederij Prinsengracht BV, or by entering the premises used by Rederij Prinsengracht BV, the Client expressly accepts, without reservation, the applicability of Rederij Prinsengracht BV's rules of conduct stated in the General Terms and Conditions.
- 5.2 Rederij Prinsengracht BV is entitled to remove Clients who misbehave or are in an apparent state from the property it uses, including jetties, pedal boats and vessels.
- 5.3 The Client must follow all instructions of Rederij Prinsengracht BV or its employees strictly and without delay.
- 5.4 Animals are not permitted in or on the premises used by Rederij Prinsengracht BV, including jetties, pedal boats and vessels.
- 5.5 Access to vessels, jetties and (sales) locations may be refused without explanation if Rederij Prinsengracht BV considers this necessary, for example for capacity, safety, public order, the threat of damage or nuisance, without the Client being entitled to restitution or compensation.

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- 5.6 If instructions are not followed, Rederij Prinsengracht BV is entitled to terminate the cruise. The Customer will then not be entitled to a refund or compensation.

### **Article 6: Canal Cruise**

Without prejudice to the above provisions, the following specific conditions apply to the Canal Cruises:

- 6.1 The maximum number of persons in Rederij Prinsengracht BV's boats may never exceed the number for which the boat has been approved;
- 6.2 Rederij Prinsengracht BV reserves the right to charge a deposit or cleaning fee in special cases. The amount will be determined by Rederij Prinsengracht BV;
- 6.3 After the cruise, the Client must sign a sailing order confirming the service provided;
- 6.4 The Client cannot claim a particular type of boat or a specific boat for the execution of a programme, unless otherwise agreed.

### **Article 7: Catering**

- 7.1 Catering on board will only be provided by third parties engaged by Rederij Prinsengracht BV, unless explicitly agreed otherwise between the parties.
- 7.2 The Client is obliged to pay catering costs, insofar as these are not included in the offer, quotation/option, to Rederij Prinsengracht BV within the period referred to in article 3.2.
- 7.3 In-house catering (mastic and linen) must be environmentally friendly and reusable.
- 7.4 Rederij Prinsengracht BV charges a surcharge for administration costs on drinks consumed in cafés and restaurants.
- 7.5 Rederij Prinsengracht BV reserves the right to ask attending guests for proof of identity in order to verify age in connection with the serving of alcoholic beverages.
- 7.6 Rederij Prinsengracht BV reserves the right not to serve alcoholic beverages (any more) if its personnel have good reason to do so.

### **Article 8: Intellectual Property**

- 8.1 As a guest, you may be photographed or filmed. Rederij Prinsengracht BV always reserves the right to use this material for publication.

### **Article 9: Liability**

- 9.1 Rederij Prinsengracht BV will never be liable for damage to and/or loss of the Customer's property. The Client takes all his/her property on board at his/her own risk.
- 9.2 Rederij Prinsengracht BV can never be held liable for damage caused by the Client's death or injury, except in the event of intent or gross negligence on the part of Rederij Prinsengracht BV.
- 9.3 Rederij Prinsengracht BV can never be held liable for damage to persons or property of the Client caused by entering the areas used by Rederij Prinsengracht



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- BV, including the jetty, (sales) locations and vessels. The Customer enters these areas entirely at its own risk.
- 9.4 Rederij Prinsengracht BV will never be liable for damage caused by a delay in departure or during the cruise.
  - 9.5 Rederij Prinsengracht BV will never be liable for indirect or consequential loss, including (but not limited to) trading loss, loss due to business interruption and/or loss of profits suffered by the Client. In the case of a consumer purchase, this limitation does not extend beyond that permitted under Article 7:24 paragraph 2 of the Dutch Civil Code.
  - 9.6 Rederij Prinsengracht BV will not be liable for any acts and omissions of its subordinates as referred to in article 6:170 of the Dutch Civil Code and other persons as referred to in article 6:171 of the Dutch Civil Code.
  - 9.7 To the extent that Rederij Prinsengracht BV is liable for any damage, such liability will be limited to a maximum of the amount covered by its insurance.
  - 9.8 Insofar as Rederij Prinsengracht BV is liable for any damage not covered by its insurance, such liability will be limited to a maximum of the invoice amount.
  - 9.9 The Client will be liable for damage caused by the Client to goods or third parties used by Rederij Prinsengracht BV.
  - 9.10 The Client is liable for damage caused by the Client or his luggage to Rederij Prinsengracht BV or its employees. The Master is entitled to refuse baggage on the vessel at his discretion.
  - 9.11 All activities organised by Rederij Prinsengracht BV take place entirely at the Client's own risk.
  - 9.12 The Client indemnifies Rederij Prinsengracht BV against claims for damages by third parties.

## **Article 10: Payment**

- 10.1 Payment must always be made within 14 days of the invoice date, in the manner indicated by Rederij Prinsengracht BV and in the currency invoiced, but no later than one working day before the agreement between the parties is executed. Rederij Prinsengracht BV is permitted not to proceed with execution until full payment has been made.
- 10.2 If the Client fails to pay an invoice on time, the Client will be immediately in default without further notice of default being required. The Customer will then owe interest. In case of consumer purchases, the interest rate is equal to the statutory interest rate. In other cases, the Customer will owe interest of 3% per month, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate will be due.
- 10.3 Rederij Prinsengracht BV is entitled to apply payments made by the Client first to reduce the costs, then to reduce the interest falling due and finally to reduce the principal sum and current interest. Rederij Prinsengracht BV may, without thereby being in default, refuse a payment proposal from the Client if the Client indicates a different sequence of allocation of payment. Rederij Prinsengracht BV may also

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- refuse full repayment of the principal sum, if this does not include accrued interest and collection costs.
- 10.4 The Professional Client will never be entitled to set off amounts owed to Rederij Prinsengracht BV.
- 10.5 Objections to the amount of an invoice do not suspend the payment obligation. Nor is the Professional Client entitled to suspend payment of an invoice for any other reason.
- 10.6 In the event of non-timely payment, bankruptcy, suspension of payment or application of the WSNP, all debts owed by the Client to Rederij Prinsengracht BV will become immediately due and payable, and without prejudice to Rederij Prinsengracht BV's other rights and without prior notice of default being required, the Client will owe Rederij Prinsengracht BV interest at the statutory commercial interest rate plus two per cent on the outstanding invoice amount until the time of full payment, on the outstanding amount up to the time of full payment. In that case, Client shall also owe extrajudicial collection costs equal to 20% of the amount not paid on time, with a minimum of Euro 500 (excluding VAT). In the event of late payment, the Client will owe Rederij Prinsengracht BV the full collection/legal costs. The provisions of this paragraph are without prejudice to Rederij Prinsengracht BV's other rights.
- 10.7 If the Client is in default or breach of contract in the timely performance of his obligations, all reasonable costs incurred to obtain satisfaction out of court shall be borne by the Client. The extrajudicial costs will be calculated on the basis of what is customary in Dutch collection practice, currently the calculation method according to Rapport Voorwerk II. However, if Rederij Prinsengracht BV has incurred higher costs for collection which were reasonably necessary, the actual costs incurred will be eligible for reimbursement. Any judicial and execution costs actually incurred will also be borne by the Client. The latter will also owe statutory (commercial) interest on the collection costs due.
- 10.8 Rederij Prinsengracht BV is entitled to retain any of the Client's goods in its possession until its total claim against the Client has been paid.
- 10.9 At Rederij Prinsengracht's first request, the Client is obliged to provide sufficient security for payment of outstanding claims, even if these are not due and payable. This on penalty of Rederij Prinsengracht BV suspending its obligations.

## **Article 11: Cancellations and delays**

- 11.1 After conclusion of the agreement, the Client shall owe the following percentages of the full invoice amount in the event of cancellation:
- more than 8 weeks before the agreed date to perform the execution of the agreement: 10%;
  - between 8-4 weeks before the agreed date of execution of the agreement: 20%;
  - between 4-2 weeks before the agreed date of execution of the agreement 33%;
  - between 2-1 weeks before the agreed date of performance of the 50%;

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- between 7-2 days before the agreed date of performance of the agreement: 75%;
  - within 48 hours before the agreed date to perform the agreement: 100%.
- 11.2 In the event of cancellation after the final confirmation, the Client is at all times obliged to pay a € 25 administration fee.
- 11.3 Cancellations requested by the Client can only be made in writing.
- 11.4 Reductions in the number of participants within a margin of 10% can be notified in writing by the Client free of charge up to 48 hours before the agreed date for performance of the agreement, unless otherwise agreed. If the number of participants is reduced by more than 10%, the cancellation provisions mentioned under Article 11.1 shall apply.
- 11.5 Additional passengers not reported 48 hours prior to the (roundtrip) cruise will be charged a reasonable additional fee. Rederij Prinsengracht BV will decide on the possible admission of extra passengers if the number stated in the offer is exceeded.
- 11.6 If the Client or any persons invited by the Client are not present at the time agreed with Rederij Prinsengracht BV, the additional costs incurred by Rederij Prinsengracht BV as a result will be charged to the Client. This is without prejudice to Rederij Prinsengracht's right to cancel the activity in such a case, whereby the percentages referred to in Article 11.1 will apply accordingly.

## **Article 12: Complaints**

- 12.1 Complaints regarding invoices and/or services provided by Rederij Prinsengracht BV must be submitted to Rederij Prinsengracht BV in writing within five days of the invoice date or within five days of the day on which the service was provided, clearly specifying the nature of the complaint.
- 12.2 Notwithstanding article 12.1, any complaints about the catering must be reported immediately on the evening itself and explicitly to the serving staff.

## **Article 13: Waiver of rights and prescription**

- 13.1 A waiver of one or more rights by Rederij Prinsengracht BV in respect of a violation of any provision of these General Conditions does not constitute a waiver of one or more rights in respect of a violation of other provisions, nor in respect of a subsequent violation of the same provision.
- 13.2 Any legal claim the Buyer may have under an agreement concluded with Rederij Prinsengracht BV will lapse one year after it arose. In the case of a consumer purchase, paragraph 1 does not apply to legal claims and defences based on facts that would justify the assertion that the delivered goods or services do not comply with the agreement. In that case, such claims or defences will lapse two years after the Client has notified Rederij Prinsengracht BV of the non-conformity.

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#### **Article 14: Dissolution and amendment of the agreement**

- 14.1 Without prejudice to Rederij Prinsengracht BV's rights under the law, if the Client fails to fulfil any of his obligations towards Rederij Prinsengracht BV, or Rederij Prinsengracht BV fears that the Client will fail to fulfil his obligations and/or the Client is unable to provide adequate security for the fulfilment of his obligations at Rederij Prinsengracht BV's first request, Rederij Prinsengracht BV is entitled to suspend (further) execution of the agreement(s) concluded with the Client, or to dissolve the agreement(s) in whole or in part.
- 14.2 In any event, the rights and powers referred to in article 15.1 will also accrue to Rederij Prinsengracht BV in one or more of the following cases:
- a. the Client changes its corporate form;
  - b. control within the Client's company changes;
  - c. the Client's products are seized;
  - d. the Client applies for a moratorium, is declared bankrupt or otherwise loses the free disposal of its assets;
  - e. the Client goes into liquidation; f. the Client dies or, if the Client is a company, is dissolved.
- 14.3 If the condition of the fairway or other circumstances demand or justify the sailing and/or activity, this (also but not exclusively) in the interest of safety, Rederij Prinsengracht BV has the right at all times to change or cancel (part of) its sailing schedules, routes or activities, without this leading to any refund or compensation for the Client.

#### **Article 15: Applicable law and competent court**

- 15.1 All legal relationships to which Rederij Prinsengracht BV is a party are exclusively governed by Dutch law, even if the party involved in the legal relationship is domiciled abroad. The applicability of the Vienna Sales Convention is excluded.
- 15.2 In respect of all disputes relating to the matters referred to in article 17.1, the parties shall make every effort to resolve such disputes in proper consultation. If, however, no reasonable solution can be reached between the parties, these disputes will be submitted in first instance exclusively to the competent court in the district of Amsterdam, except with regard to disputes concerning consumer purchases, in which case the disputes will be settled by the relatively competent court designated by law.

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