



## General Conditions of BBZ/TCN

(Belangenvereniging Beroeps Zeilschippers, MotorCharterVaartNederland, Traditionele Chartervaart Nederland)

### Article 1. Definitions

In these General Conditions, as well as in the related Agreement, the following terms shall have the following meanings:

- a. Supplier: The owner of the Ship
- b. Customer: Any person, whether natural or juridical, who enters into an Agreement with an Supplier.
- c. Agreement: Any agreement that is entered into between an Supplier and a Customer, including any amendments and additions thereto, whereby the Supplier agrees to conduct a Voyage on board his Ship, and to which these General Conditions apply.
- d. Voyage: The entire trip, including a stay on board the Ship, taking place during the period set forth in the Agreement.
- e. Luggage: Any luggage, consisting of easily transported or wheeled items, in the possession of a Guest.
- f. Ship: The Ship referred to in the Agreement.
- g. Price: The Price of the Voyage, as set forth in the Agreement.

### Article 2. Scope of Application

- 2.1 These Conditions shall form part of every Agreement. These Conditions shall also apply to the precontractual relationship between the Supplier and the Customer, as of such time as the Supplier has provided them to the Customer and the Customer has not objected to their application within 7 days thereof.
- 2.2 General conditions that conflict with the provisions hereof shall apply only if expressly accepted by the Supplier in writing and only with respect to the Agreement(s) concerned.
- 2.3 Amendments or additions to any provision of the Agreement or these Conditions shall be effective only if made in writing.
- 2.4 The Agreement and these Conditions constitute the entire agreement setting forth the rights and obligations of the Supplier and the Customer.
- 2.5 In the event that any provision of these Conditions should be invalid, the remaining provisions shall continue to have effect. The invalid provision shall be replaced by a provision that approximates, to the extent possible, the intent of the invalid provision.
- 2.6 In the event of a conflict between the provisions of the Agreement and the provisions of these Conditions, the provisions of the Agreement shall prevail.

### Article 3. Liability of the Supplier

- 3.1 The Supplier shall not be liable for any loss attributable to delay (irrespective of the cause thereof and whether arising before, during or after transportation), or to any deviation from the agreed upon time for starting and ending.
- 3.2 The Supplier shall have no liability for damages resulting from a thing, brought on board by a Guest, that the Supplier would not have permitted on board, had he been aware of its nature or character, if the Guest knew or should have known that the Supplier would not have permitted such a thing on board. The Guest shall be liable to the Supplier for any expenses and damages that may arise as a result of his having brought or having had such thing on board.
- 3.3 Without prejudice to article 6:107 Civil Code, in the event of personal injury suffered by a Guest, only that Guest shall have a cause of action for damages. Without prejudice to article 6:108 Civil Code, only the surviving spouse, children and parents who depended on the Guest for their support shall have a cause of action for damages. The value of the claims provided for in this section shall be based on the relative position and affluence of the claimant.
- 3.4 In the event that the Supplier proves that damage, loss or injury is attributable to the fault or negligence of the Guest, the Suppliers liability shall accordingly be set off, either completely or in part.

- 3.5 In the event that persons assisting the Supplier in performing his obligations render, at the request of the Customer or Guests, services that the Supplier is not obligated to perform, such persons shall be deemed have acted under the instructions of the Customer and/or the Guests to whom the services were rendered.
- 3.6 The Customer waives the right to set-off based on comparative negligence.

#### Article 4. Liability of Customer and Guests

- 4.1 The Customer shall be jointly and severally liable for any damage, loss or injury to the Supplier caused by the Customer. This shall apply to damage to the Ship, to injury and damage to any persons or property located on board, as well as to injury and damage caused by the Customer or their Luggage to persons or property not located on board the Ship, in the event such damages are sought from the Supplier.
- 4.2 This article shall apply without prejudice to other or additional rights, including rights vis-à-vis third parties, of the Supplier.

#### Article 5. Obligations of Supplier

- 5.1 The Ship and its crew conform to the legal requirements.
- 5.2 Pursuant to the Agreement, the Supplier is obligated to use his best efforts to carry out the Voyage.
- 5.3 The sailing route shall be determined by the Supplier in consultation with the Customer.
- 5.4 The Supplier and/or the Captain shall at all times be entitled to decide that, as a result of weather conditions, high or low water, blocked sailing routes and similar conditions, including those relating to the Ship, the Ship cannot sail, or that it is necessary, in the broadest sense, to modify or cancel the Voyage, or to change the place of departure or arrival.
- 5.5 The Supplier shall, in such case, make every effort to cooperate in finding an alternative or a solution, provided that any additional costs in connection therewith shall be reimbursed by the Customer. It shall be within the discretion of the Supplier to determine whether an alternative or solution is capable of being implemented and whether the Supplier can reasonably do so.
- 5.6 The provisions of this article shall also apply in event that the Supplier or Captain is forced to take one of the decisions referred to herein as a result of the actions or failure to act of one or more Guests, in the case of a delay, howsoever caused, and in the event the Supplier cannot reach the place of departure or arrival agreed to with the Customer.
- 5.7 In the event that the Ship unexpectedly turns out to be unavailable, (technical problems) the Supplier shall use his best efforts to provide a comparable Ship. If this should prove impossible, the Supplier shall be entitled to rescind the Agreement. If the unavailability of the Ship is not attributable to the fault or negligence of the Supplier, the Supplier shall not be liable to pay damages or make restitution to the Customer and/or Guest. In all other cases, the liability of the Supplier shall be limited to sums already paid by the Customer pursuant to the Agreement.

#### Article 6. Obligations of Customer

- 6.1 The Customer and the Guests must strictly comply with all requirements and instructions, whether prescribed by law or given by or at the behest of the Supplier or the Captain, in particular but not exclusively those relating to order and safety. In the event that such requirements or instructions are not followed, the Supplier shall be entitled to suspend performance or to rescind the Agreement.
- 6.2 The Customer shall not bring anything on board other than the Luggage.
- 6.3 The Luggage belonging to the Customer and Guests shall not constitute a nuisance. The Customer and Guests shall in no case be permitted to carry with them dangerous substances (in the broadest sense of the word), or to bring on board drugs or contraband. In addition, no pets or animals may be brought on board without prior permission.

#### Article 7. Suppliers Right to Suspend Performance

- 7.1 In the event of non-performance, inadequate performance or late performance by or on behalf of the Customer, the Supplier shall in all circumstances be entitled to immediately suspend performance of his obligations under the Agreement, while reserving all remaining rights vis-à-vis the Customer, including any exclusion of Suppliers liability for damages.
- 7.2 The right to suspend performance shall include the Suppliers right to deny the Customer access to the Ship.
- 7.3 In the event of non-performance, inadequate performance or late performance of these obligations by or on behalf of the Customer, followed by recourse by the Supplier to this right to suspend performance, the Supplier shall nevertheless be entitled to receive payment in the amount agreed upon, and shall not operate to the detriment of other

or additional rights that the Supplier is entitled to enforce against the Customer pursuant to these Conditions and/or basic contract law.

#### Article 8. Payment Terms

- 8.1 The Customer shall pay the Supplier the sum due in the currency expressed in the Agreement within the time period provided therefor in the Agreement, without any discount, deduction or set off.  
The Customer shall at no time be entitled to suspend his obligation to make payment. Payment shall be deemed to have made on the credit date indicated on Suppliers bank or giro statement.
- 8.2 Failure by the Customer to fulfill his obligation to make payment to the Supplier within the time period agreed upon therefor, shall automatically constitute default without any notice of default being required. From the time that the Customer is in default until the time of payment in full, interest for late payment shall be due in the amount of 2% of the amount due per month or partial month, without prejudice to the Suppliers legal right to full damages.
- 8.3 All costs connected with the collection of the amount due from the Customer, including court costs, shall be borne by the Customer.

#### Article 9. Complaints

- 9.1 Complaints concerning invoices shall be made within fourteen days of the invoice date.
- 9.2 The Customer and/or Guest shall communicate any complaints concerning the performance of the Agreement to the Supplier and/or the appropriate personnel present immediately (during the trip), in order to give the Supplier the opportunity to take measures aimed at correcting any situation that is the subject of a legitimate complaint.

#### Article 10. Cancellation

- 10.1 In case of cancellation the customer needs to reimburse the carrier a fixed compensation.

Compensation for the ship:

- 15% in case of cancellation up to 6 months before departure;
- 20% in case of cancellation up to 5 months before departure;
- 30% in case of cancellation up to 4 months before departure;
- 40% in case of cancellation up to 3 months before departure;
- 50% in case of cancellation up to 2 months before departure;
- 75% in case of cancellation up to 1 month before departure;
- 90% in case of cancellation up to 1 day before departure;
- 100% in case of cancellation on the day of departure.

- 10.2 Cancellation must be made by e-mail, fax, with receipt to be confirmed by Supplier, or by registered mail. The date of cancellation shall be the date of receipt by the Supplier.

#### Article 11. Force Majeure

In the event that the Supplier is prevented by force majeure of a permanent or temporary nature from performing or continuing to perform his obligations under the Agreement, the Supplier shall be entitled, without giving rise to any liability in damages, by giving notice to that effect and without judicial intervention being required, to rescind the Agreement in whole or in part, without prejudice to the Suppliers right to demand payment from the Customer for performance rendered prior to the commencement of the force majeure, or to suspend in whole or in part the performance or continued performance of the Agreement. The Supplier shall notify the Customer forthwith of any situation involving force majeure. In the event of suspension of performance, the Supplier shall retain the right to subsequently rescind the Agreement in whole or in part.

#### Article 12 Applicable Law

- 12.1 Both the Agreement and these general conditions shall be governed by Dutch law.
- 12.2 Any dispute shall be submitted to the competent court in the district in which the Supplier has his place of business. In the event that the Customer is a Consumer, he shall be entitled, within one month, to designate a different court.

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