



Amsterdam Boats

Luxury boats and high-end hospitality

General terms and conditions

Version: August 2018

Amsterdam Boats B.V.

having its registered office in Amsterdam (1019 AT) at the Cruquiusweg 40, registered with the Chamber of Commerce under number: 34331505.



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1. Definitions

Agreement: the Agreement concluded by and between Amsterdam Boats and the Counterparty.

Amsterdam Boats: Amsterdam Boats B.V. and/or another group company affiliated with this company at present or in the future within the meaning of section 24b of Book 2 of the Dutch Civil Code.

Article: an article of these general terms and conditions.

Boat: the boat or boats with which the Boat Trip is carried out, including the pieces of equipment, the inventory and propulsion system forming part of the same, as further described in the Agreement.

Boat Trip: the whole of sailing with and the stay on board a Boat during the period specified in the Agreement.

Captain: the commander of the Boat.

Guest: natural person, not acting in the course of a profession or business, who is, on the invitation of the Counterparty and with consent of Amsterdam Boats, on board the Boat, also including possible representatives of the Counterparty who are not personally a contracting party.

Counterparty: the contracting party (parties) who concludes (conclude) an Agreement with Amsterdam Boats regarding Services to be supplied by or on behalf of Amsterdam Boats.

Services: the services to be supplied by Amsterdam Boats on the basis of an Agreement regarding: (i) the transport of one or more persons within the framework of a Boat Trip, and/or (ii) the supply of (catering)services and/or consumptions (beverages) on board of one or more Boats as further outlined in the Agreement, and/or (iii) the intermediation between third parties and the Counterparty regarding one or more boat trips to be organised by the said third party, and/or (iv) the supply of additional and/or other services and/or goods as described in the Agreement.



Supplier: the party (parties) who committed or shall commit, either directly or indirectly, vis-à-vis Amsterdam Boats to supply services and/or to make goods available, all in the broadest sense of the word, including, inter alia, consumptions (beverages), catering, the availability of a Boat and/or the Captain.

Agreement: the agreement that is formed between Amsterdam Boats and the Counterparty relating to one or more services.

Insurance: the liability insurance of Amsterdam Boats as per Article 6, as shall be applicable from time to time.

2. Applicability

- 2.1 These general terms and conditions are applicable to any and all proposals (offers) and any and all Agreements.
- 2.2 The Counterparty can only rely on a right in respect of the company pertaining to Amsterdam Boats that has been included in the Agreement as the contracting party of the Counterparty, unless expressly stipulated otherwise in writing.
- 2.3 To the extent that the Counterparty uses its own (general) terms and conditions they are expressly rejected and they are not applicable other than after express written consent by Amsterdam Boats.
- 2.4 Deviations from these general terms and conditions only have binding effect if and to the extent that Amsterdam Boat expressly declared to agree with the same in writing. A deviation expressly accepted by Amsterdam Boats in writing is only related to the agreement for which Amsterdam Boats accepted the deviation.
- 2.5 The Counterparty commits to expressly point any and all Guests to the content of these general terms and conditions. The Counterparty indemnifies Amsterdam Boats against any and all claims that one or more Guests file or could file against Amsterdam Boats to the extent that liability would be excluded if the Counterparty had filed the said claim against Amsterdam Boats.



- 2.6 Each and every Supplier is entitled to directly rely on the content of these general terms and conditions and the restrictions of liability included in the same where claims of the Counterparty and/or Guests are concerned, as if the Supplier were a direct contracting party.
- 2.7 These general terms and conditions may have been translated into a foreign language from Dutch. In case of differences in the texts, resulting from this translation, the Dutch text shall prevail.

3. Conclusion of Agreements

- 3.1 Any and all offers and confirmations made by Amsterdam Boats, both orally and in writing, are subject to contract and can, as long as an Agreement has not been concluded, at all times be changed or revoked by Amsterdam Boats without Amsterdam Boats being liable to pay any compensation (for damages) to the Counterparty.
- 3.2 The Counterparty is held to forthwith provide Amsterdam Boats with (a) any and all data, information and documents requested by Amsterdam Boats, and (b) any and all other data, information and documents that could be relevant to the preparation and implementation of the Agreement on the basis of which Amsterdam Boats prepares a proposal to the Counterparty in a complete and correct manner.
- 3.3 If the data, information and documents as intended in Article 3.2 appear to not have been provided by the Counterparty in a complete or correct manner then the Counterparty shall, without any further notice of default being required, be in default and Amsterdam Boats shall be authorised to – at its sole discretion – dissolve the Agreement with immediate effect or terminate or suspend the supply of the Services with immediate effect, always without prejudice to the obligation of the Counterparty to pay the stipulated fee to Amsterdam Boats in full.



- 3.4 If an Agreement is not concluded after an offer has been made then the Counterparty is held to pay compensation for the costs within reason incurred by or on behalf of Amsterdam Boats in connection with the offer and/or performed activities.
- 3.5 An Agreement is basically only concluded after (i) both contracting parties have signed the Agreement, and/or (ii) Amsterdam Boats has sent a written order confirmation (also including an email) to the Counterparty.
- 3.6 If a written Agreement or order confirmation was omitted, e.g. on account of urgency, then the Agreement is nonetheless deemed to have been concluded if Amsterdam Boats has started the implementation of the Agreement, to the extent that the start of the implementation originates from arrangements or statements of or on behalf of the Counterparty that Amsterdam Boats could and was allowed to rely on.
- 3.7 Arrangements between Amsterdam Boats and the contact person or representative of the Counterparty shall have binding effect on the Counterparty.
- 3.8 If the Counterparty, after conclusion of the Agreement, wishes to make changes in the Agreement with regard to (the performance of) the Services then it must communicate the said changes to Amsterdam Boats in writing. These changes only take effect if they have been accepted by Amsterdam Boats in writing. The costs that are associated with the changes desired by the Counterparty are at the expense of the Counterparty.
- 3.9 The delivery periods mentioned in the offers, order confirmations and/or Agreements are approximate and are therefore not fatal and shall not have binding effect on Amsterdam Boats, unless expressly stipulated otherwise in writing.



4. Fee and payment

- 4.1 Any and all fees are exclusive of turnover tax and other duties that are or were imposed by the government.
- 4.2 Unless stipulated otherwise in writing, the payment by the Counterparty must take place within fourteen (14) days after the date of the invoice, without prejudice to the right of Amsterdam Boats to at the start of the Agreement stipulate a down payment and/or security. The aforementioned payment term qualifies as a fatal deadline as a result of which the Counterparty shall, if it does pay within this time limit, by operation of law – and hence without any corresponding demand or notice of default being required – be in default and be liable to pay Amsterdam Boats the statutory commercial interest in conformity with section 119a of Book 6 of the Dutch Civil Code on the payable amount.
- 4.3 If payment in instalments has been stipulated, or payment prior to a specific date, then in case of late or incomplete payment of an instalment the stipulated fee shall immediately fall due in full, without a notice of default being required.
- 4.4 If the Counterparty fails to pay the payable amount then Amsterdam Boats shall outsource its claim and any and all associated costs, e.g. extrajudicial costs, judicial costs and lawyer's expenses, shall fully be at the expense of the Counterparty.
- 4.5 If the Counterparty does not comply with its payment obligation or late then Amsterdam Boats is entitled to a right of retention with regard to any and all goods that the Counterparty has made available to the same until the full amount payable by the Counterparty has been paid to Amsterdam Boats.
- 4.6 Costs are always stipulated on the basis of the prices applicable at the time of the Agreement. If price increases occur on the part of Amsterdam Boats between the time of the conclusion of the Agreement with the Counterparty and the time of compliance with the obligation on account of the said Agreement – e.g. with regard to tax duties, excise duties, currency and/or exchange rate changes and/or technique – then Amsterdam Boats shall be authorised to charge this increase to the Counterparty. If the aforementioned changes are not proportional to the level



of the costs then each party shall be entitled to dissolve the Agreement without being liable to pay compensation.

- 4.7 If the Agreement is concluded with multiple Other Parties then each of the Other Parties shall jointly and severally be bound vis-à-vis Amsterdam Boats for payment of any and all fees and costs.
- 4.8 The Counterparty must pay the stipulated fee without any discount or settlement.
- 4.9 If, at the discretion of Amsterdam Boats, the financial position or the payment history of the Counterparty gives cause to this then Amsterdam Boats shall be authorized to desire of the Counterparty that the latter immediately provides Amsterdam Boats (additional) security in a form to be determined by Amsterdam Boats and/or pays an (additional) advance on the stipulated fee.

5. Confidentiality

- 5.1 The Counterparty is held to observe confidentiality with regard to any and all confidential data, information and documents that it receives from Amsterdam Boats.

6. Liability and indemnification

- 6.1 Amsterdam Boats accepts, to the extent that it is by law qualified as the transport provider, liability for death or bodily harm inflicted on one or more persons on board the Boat during the Boat Trip in connection with the transport, to the extent that Amsterdam Boats is liable for the same in pursuance of mandatory law.
- 6.2 Amsterdam Boats shall not be liable for damages due to death or bodily harm to the extent caused by a circumstance that could not have been avoided by a diligent transport provider and to the extent that the said transport provider could not have avoided the consequences thereof.
- 6.3 If Amsterdam Boats evidences that culpability or negligence of the Counterparty and/or one or more Guests caused or contributed to damages then the liability of



Amsterdam Boats is fully or partly cancelled. The Counterparty shall be liable for damages to or in the Boat and/or other damages of Amsterdam Boats caused by the Counterparty and/or by one or more Guests who stay on board the Boat, unless the damages can be attributed to an act or omission of Amsterdam Boats and/or of the Captain.

- 6.4 The Counterparty shall be liable for damages to or in the Boat and/or other damages of Amsterdam Boats caused by the Counterparty and/or by one or more Guests who stay on board the Boat, unless the damages can be attributed to an action or omission of Amsterdam Boats and/or the Captain.
- 6.5 The Counterparty commits vis-à-vis Amsterdam Boats to inform any and all Guests not to take or have valuables and/or other goods that are not permitted (including those as intended in Article 7.3, 7.4, 7.6, 7.7 and/or 7.8) on board of the Boat and the Counterparty guarantees vis-à-vis Amsterdam Boats that none of the Guests takes or has these kinds of valuables and/or goods on board of the Boat. Each and every liability of Amsterdam Boats with regard to damage to or loss of these kinds of valuables and/or goods, for any reason whatsoever, is expressly excluded. Amsterdam Boats shall moreover not be liable for damage to or loss of other personal belongings or properties of Guests, unless these damages or losses are the direct result of negligence or imputable unlawful actions of Amsterdam Boats.
- 6.6 Amsterdam Boats shall not be liable for damages caused by subordinates, non-subordinates and/or Suppliers involved, either directly or indirectly, in the implementation of the Agreement by Amsterdam Boats (i) unless the damages are the result of intent or gross negligence of managers of Amsterdam Boats, and (ii) with the exception of (possible) statutory liability as a transport provider as intended in Article 6.1. Insofar as Amsterdam Boats is held liable on any grounds whatsoever, for damages other than those intended in Article 6.1, the liability of Amsterdam Boats shall at all times be limited to compensation for direct damages, with the scope of the damages being limited to the amount that is paid out by the Insurance Company in that particular instance.



- 6.7 To the extent that Amsterdam Boats should, on any account whatsoever, be liable for damages other than those intended in Article 6.1 then the liability of Amsterdam Boats shall at all times be limited to payment of direct damages in the course of which the level of the damages is limited to the amount that is, as the occasion arises, paid out pursuant to the statutory liability insurance of Amsterdam Boats. Should, for any reason whatsoever, payment pursuant to the said insurance not take place then the payment for the aforementioned damages by Amsterdam Boats shall at all times be limited to the invoice value of the performance that gave cause to the damages, without prejudice to the provisions otherwise set forth in Article 6.
- 6.8 “Direct damages” as intended in Article 6.7 is exclusively understood as:
- (a) the reasonable costs that the Counterparty would need to incur to ensure that the performance of Amsterdam Boats complies with the Agreement. These damages are, however, not paid if the Counterparty dissolved the Agreement;
 - (b) reasonable costs incurred to determine the cause and the scope of the damages to the extent that the determination is related to direct damages within the meaning of these terms and conditions;
 - (c) reasonable costs incurred to avoid or limit the damages to the extent that the Counterparty demonstrates that these costs resulted in limitation of the direct damages within the meaning of these terms and conditions.
- 6.9 Liability of Amsterdam Boats as intended in Article 6.7 for indirect damages, including consequential damages, lost profit, lost savings and losses due to business interruptions, is excluded.
- 6.10 Liability of Amsterdam Boats for damages as intended in Article 6.7 only occurs if the Counterparty forthwith and properly gives Amsterdam Boats written notice of default in the course of which a reasonable time limit to remedy the non-compliance or improper compliance is granted and Amsterdam Boats still fails to



comply with its obligations after the aforementioned time limit. The notice of default must contain a description of the non-compliance or improper compliance as detailed as possible in order that Amsterdam Boats is able to react adequately to the same.

- 6.11 The Counterparty shall indemnify Amsterdam Boats against any and all claims of third parties, including one or more Guests, regarding damages for which the Counterparty is liable by law or pursuant to the Agreement. The Counterparty shall compensate Amsterdam Boats for any and all damages, also including legal expenses incurred by Amsterdam Boats, that may derive from any claim of third parties.
- 6.12 The Counterparty commits to report damages to the Captain on duty during or immediately after the occurrence thereof, however at the latest prior to completion of the Boat Trip. The Captain prepares a (claim) report of the time, the nature and the cause of the damages reported by the Counterparty. The Counterparty must sign this report before leaving the Boat. The preparation of the aforementioned claim report by the Captain does by no means imply that Amsterdam Boats acknowledges to, in any way whatsoever, be or can be held responsible for the occurrence of the reported damages or the financial consequences or otherwise deriving from the same. The report is exclusively prepared for reporting purposes.
- 6.13 If Amsterdam Boats offers its intermediation on the basis of an Agreement in connection with any agreement by and between the Counterparty and a third party, including an agreement on the basis of which the said third party commits vis-à-vis the Counterparty as a contracting party to transport one or more persons, then each and every liability of Amsterdam Boats in connection with any act or omission of the said third party on any account whatsoever is expressly excluded.



7. Obligations of the Counterparty in relation to a Trip

- 7.1 Prior to the start of the Boat Trip the Counterparty is held to provide Amsterdam Boats with a list of the number and the names of the Guests. The Counterparty guarantees that this list is complete and correct. Amsterdam Boats shall handle these data confidentially. The Counterparty is expressly not allowed to admit persons other than those on the list on board the Boat, unless Amsterdam Boats gave its express prior consent to this. At all times Amsterdam Boats reserves the right to remove persons who are not mentioned on the list from the Boat and the Counterparty shall fully indemnify Amsterdam Boats against any and all claims of these persons on any account whatsoever.
- 7.2 The Counterparty and all Guests present must at all times follow the instructions of Amsterdam Boats and the Captain, This particularly applies to rules and instructions that are important to the order or safety or have otherwise been prescribed (by law).
- 7.3 The Counterparty shall not bring along or use personal consumptions or audio equipment or installations during the Boat Trip and it shall monitor that the Guests neither bring along nor use personal consumptions or audio installations during the Boat Trip, unless expressly stipulated otherwise in the Agreement.
- 7.4 The Counterparty and/or its Guests are expressly not allowed to bring dangerous substances, weapons and/or (soft) drugs or other illegal substances and/or items along on board the Boat. Smoking on board the Boat is not allowed.
- 7.5 It is not allowed to (during the Boat Trip, e.g. when mooring) to move from the Boat to the shore (and vice versa) with consumptions and/or (personal) belongings and the Counterparty is held to inform the Guests accordingly.
- 7.6 Without the express prior written consent of Amsterdam Boats it is not allowed to bring along or have animals (pets) on board the Boat.
- 7.7 Amsterdam Boats reserves the right not to permit bringing personal belongings or properties on board to the extent that this, at the discretion of the Captain and for



any reason whatsoever, results in a risk or hazard and/or Amsterdam Boats is (otherwise) hindered and/or obstructed in the supply of the Services.

- 7.8 The properties or personal belongings on board the Boat must be of such dimensions and be placed in such manner that it does not cause any hindrance, such at the discretion of the Captain.
- 7.9 If the Counterparty does not comply with any obligation as outlined above or improperly then the Counterparty shall, without any further notice of default being required, be in default and Amsterdam Boats shall be authorised to dissolve the Agreement with immediate effect and terminate its Services with immediate effect or suspend the supply of the Services, without prejudice to the obligation of the Counterparty to pay Amsterdam Boats the stipulated fee and the damages of Amsterdam Boats in full.
- 7.10 The Counterparty is not authorised to, without the written consent of Amsterdam Boats, resell and/or redeliver the delivered goods to third parties or to transfer, either in full or in part, its obligations and/or rights on account of the Agreement to third parties.

8. Rights and obligations of Amsterdam Boats

- 8.1 Amsterdam Boats shall make every effort to perform (have performed) the Boat Trip properly and in accordance with the rules of good craftsmanship and to also supply (have supplied) the other Services properly.
- 8.2 Amsterdam Boats shall at all times be authorised to, on the basis of (expected) nautical and/or meteorological grounds and/or officially imposed bans on navigation and/or changes of routes and/or detours, (i) change the Boat Trip, (ii) move the Boat Trip to a different date, and/or (iii) cancel the Boat Trip. Nautical and/or meteorological grounds is understood as, inter alia, the weather conditions, the tide, a blockage of waterways, and the state of the Boat.



- 8.3 If the agreed Boat and/or the Captain is or are unexpectedly unavailable then Amsterdam Boats shall be authorised to deploy a similar different Boat and/or Captain. Should this not be possible and should the unavailability be the result of a cause that could not have been avoided by a diligent transport provider then Amsterdam Boats shall be authorised to dissolve the Agreement.
- 8.4 Amsterdam Boats is authorised to outsource the Services, either in whole or in part, to one or more third parties with the understanding that this cannot result in a situation where the Counterparty receives an essentially different performance than the stipulated performance.
- 8.5 If, at the discretion of Amsterdam Boats, this is required for a proper supply of the Services by Amsterdam Boats then Amsterdam Boats shall be authorised to change and/or supplement the stipulated services in consultation with the Counterparty.
- 8.6 The ownership of rights (of use) granted and/or goods made available to the Counterparty shall at all times remain vested in Amsterdam Boats.

9. Catering

- 9.1 If, within the framework of the implementation of the Agreement, Amsterdam Boats is responsible for catering (i.e. the supply of snacks and/or beverages) then the number of persons communicated in advance to Amsterdam Boats by the Counterparty that this relates to shall be binding. This number of persons must be communicated to Amsterdam Boats by the Counterparty at the latest five (5) working days prior to the Boat Trip. Up to at the latest three (3) days prior to the Boat Trip limited changes are still accepted by Amsterdam Boats. Should it become apparent that Amsterdam Boats or the catering company relied on by Amsterdam Boats needs to supply for more persons than indicated by the Counterparty then Amsterdam Boats shall be authorised to reject the supply to more persons than stipulated or to accept the supply to the said persons as contract extras. The



number of persons present counted by Amsterdam Boats or by the catering company relied on by Amsterdam Boats, minus the number of persons communicated in advance, shall be binding as the basis for the calculation of the contract extras.

10. Complaints and guarantees

- 10.1 The Counterparty is bound to notify Amsterdam Boats in writing concerning each and every complaint about the provision of the contractual Services immediately after the relevant shortcoming is detected, but always within eight (8) days after such Services have been provided.
- 10.2 If the Counterparty was within reason unable to discover a potential defect or a potential shortcoming within the time limit as intended in Article 10.1 then the Counterparty is held to report the defect or the shortcoming to Amsterdam Boats in writing immediately however at the latest within eight (8) days to be calculated as from the moment that the Counterparty should within reason have discovered the defect or shortcoming, failing which the Counterparty can no longer rely on any defect or shortcoming in a legally valid manner.
- 10.3 Complaints about the level of the invoice amount must be submitted directly to Amsterdam Boats in writing within fourteen (14) days after the day of despatch of the invoice, failing which the Counterparty forfeits its right to object to the level of the invoice amount.
- 10.4 The payment obligation of the Counterparty is not suspended following the submission of a complaint.

11. Force majeure

- 11.1 In case of force majeure Amsterdam Boats shall be released from its obligation to comply with the Agreement as long as the relevant hindrance continues. Force majeure is understood as each and every circumstance regardless of the will of



Amsterdam Boats as a result of which compliance with the obligations of Amsterdam Boats vis-à-vis the Counterparty is fully or partly hindered or as a result of which compliance with the obligations can within reason not be expected of Amsterdam Boats.

11.2 Force majeure within the meaning of Article 11.1 is also understood as:

- (a) a non-imputable shortcoming of Amsterdam Boats or other persons that Amsterdam Boats relies on for the implementation of the Agreement, e.g. auxiliary persons and Suppliers of Amsterdam Boats;
- (b) industrial action, lockout, import, export and/or transit bans, transport difficulties, machinery breakdown, power failures, changed regulations, official measures, (threat of) terrorism, death of a member of the Royal Family, disruptions in the regular supply of goods by Suppliers or third parties and water and power supplies and/or incapacity for work as a result of sickness or an accident of the Captain on the day of the Boat Trip, failures in the production, extreme weather conditions, frost, natural disasters, war and/or threat of war; as well as
- (c) average of the (agreed) Boat as a result of which the Boat can no longer be deployed for the stipulated objective and the average cannot be blamed on conditions that Amsterdam Boats should have foreseen or prevented.

11.3 Each party to the Agreement is authorised to dissolve the same when Amsterdam Boats relies on force majeure as intended in Article 11.1. In that case neither party shall be liable to pay compensation or to indemnify the Counterparty with the understanding that Amsterdam Boats is entitled to compensation for the costs incurred by the same to the extent that they were incurred before it was expected that the situation of force majeure would result in dissolution of the Agreement and to the extent that the Counterparty benefited from the same.



12. Cancellation by the Counterparty

12.1 Only on the basis of the following conditions shall the Counterparty be authorised to cancel an Agreement concluded between the parties early. Cancellation takes place by means of a written notice of the Counterparty sent to Amsterdam Boats by registered post. The date when Amsterdam Boats receives the notice is qualified as the date of cancellation.

12.2 In case of cancellation the Counterparty shall be liable to pay Amsterdam Boats a fixed compensation of € 75.00 on account of administration costs in case of cancellation more than two months before the Boat Trip; 15% of the stipulated invoice amount in case of cancellation up to one month before the Boat Trip; 60% of the stipulated invoice amount in case of cancellation up to two weeks before the Boat Trip; 75% of the stipulated invoice amount in case of cancellation up to seven days before the Boat Trip; 100% of the stipulated invoice amount in case of cancellation up to forty-eight hours before the Boat Trip.

13. Dissolution and suspension

13.1 Amsterdam Boats is authorised to dissolve the Agreement or – at its sole discretion – suspend the further implementation of the Agreement with the Counterparty, either in whole or in part, without a further notice of default or judicial intervention being required, if:

- a. the Counterparty fails to comply with an obligation by virtue of the Agreement;
- b. the Counterparty is declared bankrupt and/or a relevant petition is filed;
- c. the Counterparty applies for suspension of payment;
- d. the Counterparty is placed under administration or passes away;



- e. the legal person of the Counterparty is dissolved or the business of the Counterparty is liquidated.

14. Invalidity and the like

- 14.1 The invalidity of any provision of the Agreement between the parties (and therefore also of the general terms and conditions) shall not affect the validity of the other provisions of the Agreement. In case of the invalidity of a provision the parties shall in connection with the subject of the relevant provision conclude a further agreement that best approaches the intention of the parties.

15. Applicable law and competent court

- 15.1 Dutch law is applicable to the Agreement.
- 15.2 Any and all disputes between the parties in connection with the Agreement shall with the exclusion of any other court be settled by the competent court in Amsterdam.

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