



Terms and conditions

Article 1: Definitions

In these General Terms and Conditions the following terms are taken to mean:

- a) Amsterdam Boat Company: Amsterdam Boat Company and the trade name ABC.
- b) Client: an individual who is not acting in a commercial capacity or as a company.
- c) Products and Services: lessons in navigating the boat of the Amsterdam Boat Company in practise. And merchandising.

Article 2: Applicability

2.1 These General Terms and Conditions apply to all offers, tenders/options and all purchases of the Amsterdam Boat Company, in as much as these terms and conditions have not been expressly stated otherwise in writing by the Amsterdam Boat Company.

2.2 By purchasing a product/service from the Amsterdam Boat Company, the Client expressly and unconditionally accepts the applicability of these terms and conditions. The terms and conditions appear on the Amsterdam Boat Company's website and can be requested, free of charge, from the Amsterdam Boat Company.

2.3 The applicability of any general or other terms and conditions of the Client are expressly rejected.

2.4 Should one or more of the conditions be nullified or countermanded, the remaining stipulations remain fully applicable. The parties will then enter into discussions to agree upon a replacement for the nullified or countermanded condition, which will, as far as possible, take account of the purpose or intention of the original condition.

2.5 The Amsterdam Boat Company is entitled to amend the conditions laid down in these General Terms and Conditions should circumstances so demand. The Client accepts, now and henceforth, that these general conditions that are amended on the basis of this Article, are binding, with respect to the orders the Client places, after the Client has been properly informed of such changes to the terms and conditions by the Amsterdam



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Boat Company.

2.6 In the case of any conflict in meaning between the Dutch text of the General Terms and Conditions and foreign translations thereof, the Dutch text takes precedence.

Article 3: Offer and tenders

3.1 All offers are without obligation, unless an acceptance period is stated in the offer.

3.2 All offers made by the Amsterdam Boat Company are without obligation. They are valid for a period of fourteen days, unless stated otherwise. The Amsterdam Boat Company is only bound by the tender should the acceptance of the tender be confirmed in writing within fourteen days, unless stated otherwise.

3.3 The agreement first comes into force should the Amsterdam Boat Company confirm an order in writing or else actually commence implementing the order. This also applies should the agreement be arrived at by electronic means.

3.4 All price quotations from the Amsterdam Boat Company and all amounts charged to the Client by the Amsterdam Boat Company are inclusive of VAT and are in Euros, unless expressly stated otherwise or this has been agreed by the parties. The Amsterdam Boat Company retains the right to pass on to the Client reasonable price changes should circumstances so dictate.

3.5 Should an offer be accepted, the Amsterdam Boat Company has the right to withdraw the offer within two days of receiving the acceptance of the offer. The management retains the right to void an agreement entered into by one of their employees within the reasonable period of eight days.

Article 4: Force majeure and resolute condition

4.1 Should the Amsterdam Boat Company not be able to comply with their obligations due to force majeure, there is no entitlement to restitution or compensation.

4.2 In these conditions force majeure is, in addition to the law of jurisprudence, taken to mean all external causes, anticipated or not



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anticipated, over which the Amsterdam Boat Company can exert no control, but due to which the Amsterdam Boat Company is not in a position to meet their obligations. This includes but is not limited to: fires, accidents, illnesses, pandemics, strikes, civil disturbances, war, government measures and transport problems.

4.3 The resolutive conditions that apply to all services include weather conditions (for instance storms) and technical disasters, causing problems with the services or making them impossible, such conditions being assessed by the Amsterdam Boat Company.

Article 5: Rules of behaviour

5.1 In purchasing a service or product from the Amsterdam Boat Company or by entering an area used by the Amsterdam Boat Company, the Client expressly and without reservation accepts the applicability of the rules of behaviour stated in the General Terms and Conditions of the Amsterdam Boat Company.

5.2 The Amsterdam Boat Company is duly entitled to remove Clients who are misbehaving or who appear to be misbehaving, from those locations being used by the Amsterdam Boat Company.

5.3 The Client is to observe all instruction given by the employees of the Amsterdam Boat Company, promptly and without delay.

5.4 Access to vessels, jetties and (sales or other) locations may be denied without a reason being provided, should this be deemed necessary by the Amsterdam Boat Company, for example in connection with capacity, safety, public order, the threat of damage or inconvenience, without the Client being entitled to restitution or compensation.

5.5 Should the instructions not be followed the Amsterdam Boat Company is entitled to halt the sailing. The Client will not be entitled to claim restitution or compensation.



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Article 6: Maximum number of persons

The maximum number of persons on the ship of the Amsterdam Boat Company may never exceed the number of people that the boat is approved to carry.

Article 7: Intellectual property

It is possible that, as a guest, you may have your photograph taken or be filmed. The Amsterdam Boat Company at all times retains the right to make use of such material for publication.

Article 8: Liability

8.1 The Amsterdam Boat Company is not liable for any damage to and/or loss of the Client's property. The Client takes all his/her property on board entirely at their own risk.

8.2 The Amsterdam Boat Company is not liable for damages caused by death or injury to the Client.

8.3 The Amsterdam Boat Company is not liable for damages caused by the delay in sailing or during the cruise.

8.4 The Amsterdam Boat Company is not liable for indirect or consequential damages. This includes (but is not limited to) loss of profits, damages due to interruption of business activities and/or loss of Client's earnings.

In the case of sales to consumers this restriction extends no further than permitted under Article 7:24 section 2 of the Dutch Civil Code.

8.5 The Amsterdam Boat Company will not be held liable for any action or inaction by its members of staff as stated in Article 6:170 of the Dutch Civil Code and other persons as stated in Article 6:171 of the Dutch Civil Code.

8.6 In as much as the Amsterdam Boat Company is liable for any damages, this liability is limited to the maximum amount covered by its insurance.

8.7 In as much as the Amsterdam Boat Company is liable for any damages not covered by its insurance, this liability is limited to the



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maximum invoiced amount.

8.8 The Client is liable for damages caused by the Client to the property/goods used by the Amsterdam Boat Company or to third parties.

8.9 The Client is liable for the damages caused by the Client or their baggage to the Amsterdam Boat Company or its employees. The captain of the vessel is duly empowered to refuse to allow baggage onboard, should he deem this necessary.

8.10 All activities organised by the Amsterdam Boat Company take place entirely at the Client's own risk.

8.11 The Client indemnifies the Amsterdam Boat Company against claims by third parties.

Article 9: Payment

9.1 Payment must in all cases take place within fourteen days of the invoice, by means stipulated by the Amsterdam Boat Company in the currency stated in the invoice and no later than one working day before the agreement between the parties is carried out. The Amsterdam Boat Company is permitted to only commence with proceedings after full payment has been received.

9.2 Should the Client continue not to meet his/her obligations in the timely payment of an invoice, the Client is deemed to be in default without the need for formal notice of default. The Client will then incur interest charges. In the case of consumer sales the interest is equal to the statutory applicable rate. In other cases the Client will be charged 3% per month, unless the statutory applicable commercial interest rate is greater, in which case the statutory applicable commercial interest rate applies.

9.3 The Amsterdam Boat Company is entitled to retain goods and property of the Client until such time that the Client has made full payment.

9.4 At the first request the Client is bound to provide adequate surety to the Amsterdam Boat Company with respect to making payment of the outstanding debts. This also applies should these debts not yet be due for collection. This being on penalty of suspension by the Amsterdam Boat Company of their obligations.



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Article 10: Cancellation and delays

10.1 In the case of cancellation after the agreement has come into force the Client is liable to make payment of the following percentages of the full invoiced amount:

- between 4-2 weeks before the agreed upon date until implementation of the agreement: 25%;
- between 2-1 weeks before the agreed upon date until implementation of the agreement: 50%;
- between 7-2 days before the agreed upon date until implementation of the agreement: 75%;
- within 48 hours before the agreed upon date until implementation of the agreement: 100%.

10.2 When cancelling after having made a definitive confirmation, the Client will in all cases be required to pay € 25.00 administration costs.

10.3 Cancellation by the Client can only be accepted in writing.

10.4 The Client may reduce the number of participants up to 48 hours prior to the agreed upon date of the services being provided without any charge being imposed by submitting a written request, unless agreed upon otherwise.

Article 11: Complaints

Complaints concerning the invoiced amounts and/or the services provided by the Amsterdam Boat Company should be made known to the Amsterdam Boat Company in writing within five days of the service having been provided, and should present a clearly specified account of what the complaints are, in the absence of which the Client will be deemed to have accepted the situation.

Article 12: Dissolution and amendment of the agreement

Notwithstanding the rights of the Amsterdam Boat Company based upon legislation, should the Client not meet one of the obligations with respect to the Amsterdam Boat Company, or the Amsterdam Boat Company has



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reason to fear that the Client will not meet their obligations and/or the Client is not capable of offering adequate surety for meeting their obligations at the first request of the Amsterdam Boat Company, the Amsterdam Boat Company is entitled to suspend the (further) implementation of the agreement(s) made with the Client or to partially or fully dissolve the agreement(s).

Article 13: Applicable law and authorised court

13.1 Dutch law applies exclusively to all legal matters that the Amsterdam Boat Company is party to, even should the party involved in the legal matter be domiciled abroad. The applicability of the Vienna Convention is expressly excluded.

13.2 With regard to all disputes relating to that stated in Article 13.1, the parties will exert all their efforts to solve such disputes by means of mutual discussions. Should no reasonable settlement be reached by the parties, then these disputes will be put before the court of first instance of the duly authorised court in the District of Amsterdam, with the exception of those disputes concerning consumer sales, in which case the disputes will be heard by the competent court duly appointed by law.