



GENERAL TERMS AND CONDITIONS Rederij Nassau B.V.

(PLEASE NOTE ADDITIONAL TERMS AND CONDITIONS COVID-19 FROM PAGE 10)

Article 1. Definitions

In these general terms and conditions, the following terms mean the following:

- 1.1 Rederij Nassau: The lessor, Rederij Nassau B.V., trading under the name Rederij Nassau, or other entities, trading under the name Rederij Nassau.
- 1.2 Counterparty: Any natural person or legal entity to whom Rederij Nassau has made an offer or with whom Rederij Nassau has agreed.
- 1.3 Parties: Rederij Nassau and the counterparty jointly.
- 1.4 Passengers: the counterparty and the passengers who sail with or on behalf of the counterparty.
- 1.5 Services: The rental of a crewed Boat by Rederij Nassau.
- 1.6 Boat: The boat with which Rederij Nassau offers its services to the counterparty.
- 1.7 Captain: The commander of the Boat.
- 1.8 Crewed Boat: A boat with a captain provided by Rederij Nassau, who is responsible for steering the boat and/or hired third parties during the rental period.

Article 2. Applicability of General Terms and Conditions

- 2.1 These General Terms and Conditions apply to every offer, quotation and agreement of Rederij Nassau to or with the counterparty.
- 2.2 Anyone who uses the services of Rederij Nassau and/or enters a boat of Rederij Nassau (or hired 3rd party) is deemed to have taken note of these General Terms and Conditions. The counterparty guarantees that each passenger has noted these General Terms and Conditions before entering a Boat.
- 2.3 Deviations from these General Terms and Conditions are only possible if Rederij Nassau has given its explicit prior written consent.
- 2.4 The applicability of general terms and conditions of the counterparty is expressly excluded unless they have been explicitly accepted in writing in advance by Rederij Nassau.



2.5 If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions will remain fully applicable. The parties will then enter into consultation to agree on new provisions to replace the void or voidable provisions, whereby the purpose and intent of the original condition will be taken into account as much as possible.

2.6 Rederij Nassau reserves the right to change the provisions included in these General Terms and Conditions as the circumstances reasonably require. The counterparty now accepts that the General Terms and Conditions that will be amended based on this provision will be binding on the counterparty about the agreements concluded between the parties after the counterparty has been adequately informed of this change by Rederij Nassau.

2.7 Any changes in and/or additional agreements to the agreement and/or these General Terms and Conditions are only binding if they have been explicitly confirmed in writing by Rederij Nassau.

Article 3. Rules of conduct

When entering into an agreement between the Parties, the counterparty will adhere to and guarantees that the passengers will conform to the following rules of conduct;

3.1 The use of materials that can damage the interior and exterior of a boat is not permitted;

3.2 Passengers under the age of eighteen (18) are prohibited from consuming alcohol on board the boat. The captain has the right to disembark drunk/intoxicated persons at all times without being liable for any form of refund.

3.3 It is prohibited for all passengers to take, use and/or trade drugs and/or other banned substances on board. The captain has the right at all times to disembark persons in case of suspicion of use without being liable for any form of restitution.

3.4 Smoking is prohibited on board unless expressly authorized by the captain of the hired boat. Any damage on board as a result of smoking on board is the responsibility of the smoker and/or counterparty. The costs for repair will be added to the invoice by Rederij Nassau, including a photo of the damage.

3.5 Life jackets for adults are always on board of all boats. For children up to the age of 12, the parents are responsible for safety on board and bringing appropriate life-saving equipment.



3.6 It is not allowed to throw anything overboard.

3.7 It is prohibited to take fireworks on board. It is forbidden to light fireworks on board and on the jetty where the boat of Rederij Nassau is moored. The costs for repairs caused by lighting fireworks will be added to the invoice by Rederij Nassau, including a photo of the damage.

3.8 Passengers must at all times be mindful of other boats on the water and those living in the vicinity of the area. Causing any form of (noise) nuisance is not allowed. The captain has the right at all times to disembark people in the event of noise nuisance without being liable for any form of refund. Any fines imposed by a competent authority, caused by noise nuisance by the counterparty and/or his passengers, will be recovered from the counterparty. Rederij Nassau will charge the costs on the invoice or they can be paid directly on board to the captain after consultation with Rederij Nassau.

3.9 Pets/Animals are not allowed on the boats used by Rederij Nassau, except for guide dogs for the blind. Bringing a guide dog with you must always be communicated in advance to Rederij Nassau.

3.10 Bringing and consuming drinks brought is not allowed, except with the prior permission of Rederij Nassau. If permitted, the counterparty is obliged to return the boat clean at the end of the rental period, as found on departure. If not delivered clean, Rederij Nassau will charge a minimum of **€75.00** excluding VAT for cleaning costs. Rederij Nassau will charge the fees on the invoice or can be paid directly on board to the captain in consultation with Rederij Nassau. Your belongings and/or food must be taken off the boat immediately after sailing. Rederij Nassau is not responsible for materials and/or other items left behind.

3.11 The use of confetti or other material that can be scattered over the boat is prohibited. Any costs arising from violating this prohibition will be charged by Rederij Nassau on the invoice or, in consultation with Rederij Nassau, can be paid directly on board to the captain.

3.12 It is prohibited to take (hand) weapons on board, in the broadest sense of the word. If this does happen and/or is detected, we are forced to call in the police.

3.13 The counterparty and the passengers are at all times obliged to follow all instructions from Rederij Nassau and its employees (including, but not limited to, the captain) strictly and without delay. If these instructions are not followed, the captain has the right to disembark the passengers. This counterparty, reseller and/or passenger is not entitled to a refund.



Article 4. Quotation and conclusion of the agreement

4.1 All quotations/options and offers made by Rederij Nassau are valid for a period of 14 days unless stated otherwise.

4.2 offers and/or quotations only bind Rederij Nassau if their acceptance is confirmed in writing by the counterparty within the period as mentioned above. The confirmation must be received in writing by Rederij Nassau at least 7 days before the cruise.

4.3 Rederij Nassau cannot be held to its quotation and/or offer if the counterparty can or should reasonably understand that the source and/or offer, or a part thereof, contains an obvious mistake or error.

Article 5. Execution of the agreement

5.1 Rederij Nassau makes every effort to perform the agreed services to the best of its knowledge and ability.

5.2 Rederij Nassau reserves the right to have certain (parts of the) services performed by third parties.

5.3 In the event of force majeure due to technical failures, staff shortages or accidents, Rederij Nassau is at all times entitled to use a boat other than that shown on the photos and/or agreed, provided that such boat is also suitable for the number of persons in the group for which a reservation has been made in time by the counterparty. In such a case, the counterparty is not entitled to any compensation. Insofar as damage is compensated, the amount will never exceed the rent for the boat tour. On the other hand, using another boat will never entail extra costs for the counterparty.

5.4 If the Counterparty is not present at the agreed location at the arranged time, the sailing time will not be extended. The agreed end time is maintained. If the counterparty is not present within 30 minutes after the agreed time, Rederij Nassau has the right to dissolve the agreement. In such cases, no refund is due to the counterparty.

5.5 It is the counterparty's responsibility to provide Rederij Nassau with the correct and complete necessary information or which the counterparty should reasonably understand to be required for the performance of the agreement. Any delay caused by the fact that the counterparty has not provided Rederij Nassau with the necessary information or has not provided it on time will be for the counterparty's account.



5.6 The counterparty and third parties are not permitted to use any intellectual property right of Rederij Nassau, including but not limited to the intellectual property rights concerning the Rederij Nassau website, the name and logo of Rederij Nassau and photos. Use, edit, distribute or delete them without the written permission of Rederij Nassau.

5.7 The counterparty and third parties are not permitted to use any confidential information relating to (the organization of) Rederij Nassau, its boats and/or otherwise personal information in any way.

Article 6. Price and payment conditions

6.1 All quotations from Rederij Nassau and all amounts that Rederij Nassau charges to the counterparty are exclusive of VAT and in euros unless explicitly stated otherwise or agreed by the parties.

6.2 The payment to Rederij Nassau must be made in accordance with the payment conditions stated on the invoice and/or confirmation.

6.3 Rederij Nassau reserves the right to demand advance payment from the counterparty at all times.

6.4 In the event of liquidation, bankruptcy, attachment or suspension of counterparty payment, Rederij Nassau's claims against the counterparty are immediately due and payable.

6.5 If the counterparty is a legal person, the counterparty will never be entitled to set off the amount owed to Rederij Nassau against any debt owed by Rederij Nassau to this legal person.

6.6 In the event of a joint assignment, all counterpartys are jointly and severally liable for the full invoice amount paid.

Article 7. Cancellation of the agreement

7.1 The counterparty can cancel the agreement free of charge up to ten weeks before the start of the rental period. The counterparty must inform Rederij Nassau of this timely by email.. Cancellation is only a fact after written confirmation of the cancellation from Rederij Nassau.

7.2 If the counterparty does not appear at the agreed place at the arranged time, this does not count as a cancellation.



7.3 If the agreement is cancelled within the period of ten weeks, the counterparty owes Rederij Nassau compensation in the amount of:

25% of the rental price (boat rental, in the event of cancellation between 10 weeks and 6 weeks before the start of the rental period

50% of the rental price (boat rental) in the event of cancellation between 6 weeks and 2 weeks before the beginning of the rental period

75% of the rental price (boat rental) in the event of cancellation between 2 weeks and 1 week before the start of the rental period

100% of the rental price (boat rental) in case of cancellation between 1 week before the beginning of the rental period and the start of the rental period

Cancellation of catering and other services is possible up to one week before the start of the rental period free of charge. 7 days up to 48 hours in advance, 50% of the ordered catering and services must be paid. 48 hours until the start of the cruise 100% of the ordered catering and services and 50% of the drinks.

7.4 Rederij Nassau may deviate from the cancellation conditions in these provisions during major (sailing) events. In that case, the adjusted cancellation conditions are clearly stated in the agreement between Rederij Nassau and the counterparty.

7.5 Cancellation of the catering and other services. See provision 7.3.

7.6 If the weather forecasts, circumstances and/or restrictions and/or restrictions imposed by government authorities make it impossible to sail, Rederij Nassau reserves the right to cancel the sailing on the above ground. In this case, the counterparty may rebook the cruise to a new date free of charge, without additional costs (excluding holidays and events on the water).

Article 8. Dissolution and suspension

8.1 Without prejudice to the rights of Rederij Nassau under the law, if the counterparty fails to fulfil one of its obligations towards Rederij Nassau, Rederij Nassau has the right to suspend the (further) performance of the agreement(s) concluded with the counterparty. Or to dissolve the agreement(s) in whole or in part. In this context, Rederij Nassau is free to dissolve an agreement during its implementation in the event of failure by the passengers to fulfil their obligations under the rules of conduct referred to in Article 3.



8.2 If the counterparty does not fulfil one or more of his obligations, does not fulfil them on time or does not correctly fulfil them, applies for a moratorium, is declared bankrupt, his assets are wholly or partly seized and/or the counterparty has utterly or partially lost its assets, Rederij Nassau has the right to suspend the execution of the agreement or to dissolve it through a written statement.

Article 9. Force majeure

9.1 Rederij Nassau is not obliged to fulfil any obligation if it is prevented from doing so as a result of a circumstance that is not due to its fault, nor is it for its account by law, legal act or generally accepted standards.

9.2 The situations referred to in Article 9.1, in any case, including storm damage, natural disasters, impeding measures by any government, war, ice, high water, early darkness, technical calamities, riots, transport obstacles, pandemic, strike, fire, malfunctions and accidents in the company of third parties, as well as shortcomings or force majeure of suppliers or of third parties whose services Rederij Nassau uses in the performance of the agreement.

9.3 In addition to the provisions of Article 9.2, the situations referred to in Article 9.1 also include: (i) Dense fog with a visibility of fewer than 500 metres; (ii) Persistent thunderstorms; and (iii) Wind force 6 or higher determining zone 3 & 4

9.4 In the event of force majeure, the counterparty cannot claim compensation, restitution or compensation from Rederij Nassau. However, the counterparty may rebook the planned cruise to a new date without additional costs (except for holidays and events on the water).

Article 10. Catering

10.1 If the counterparty wishes to rent a boat including catering, this catering will only be provided by third parties engaged by Rederij Nassau unless Rederij Nassau has given express written permission in advance to the counterparty to use its caterer and/or supplier.

10.2 The catering costs will, at the request of the counterparty, be included in the quotation and/or offer by Rederij Nassau.

10.3 Rederij Nassau purchases catering from third parties. Rederij Nassau is never liable for damage and/or injury due to or in connection with catering performed by third parties.



Article 11. Liability of the counterparty

11.1 The counterparty is liable for damage to property of Rederij Nassau or property of third parties if these arise from and/or are related to non-compliance, tort, act reckless, act contrary to the rules of conduct referred to in Article 3 and/or omissions of passengers.

11.2 The counterparty commits to report damage caused by whatever cause during or immediately after it has occurred to the captain on duty, on the boat, or to Rederij Nassau. The captain will draw up a statement of the time, nature and cause of the damage reported by the counterparty. The counterparty signs this damaging statement before leaving the boat. The captain's preparation of this detrimental statement on duty is solely intended as a report of the (extent of) damage.

11.3 The captain is at all times entitled to refuse passengers' baggage at his own discretion.

11.4 The Counterparty declares and guarantees that each of the passengers is aware that they are entering the boat at their own risk, is familiar with the dangers of entering and sailing with a boat and indemnifies Rederij Nassau against all third-party claims related to damage that has been incurred on board of the boat, except for damage caused by acts or omissions on the part of Rederij Nassau and/or a captain on a Crewed Boat.

Article 12. Liability of Rederij Nassau

12.1 Rederij Nassau is never liable for damage caused by or related to injury or death of passengers and/or damage to and/or loss of property of the passengers, before, during or as a result of renting a boat from Rederij Nassau, except for damage caused by demonstrable intent or gross negligence on the part of Rederij Nassau or one of its employees.

12.2 Rederij Nassau is never liable for economic damage caused by delay for whatever reason and that occurred before, during or after the cruise, except for damage caused by demonstrable intent or gross negligence on the part of Rederij Nassau or one of its employees.

12.3 If and insofar as Rederij Nassau is liable for any damage, this liability is limited to the maximum amount covered by its insurance.

12.4 Insofar as Rederij Nassau is liable for any damage not covered by its insurance, Rederij Nassau will under no circumstances be responsible for an amount higher than the amount invoiced by Rederij Nassau to the counterparty based on the agreement, excluding VAT.



12.5 The counterparty's legal claim for compensation on account of the damage suffered by it lapses if it is instituted one year after the execution of the relevant agreement.

Article 13. Applicable law and competent court

13.1 All agreements and these General Terms and Conditions are exclusively governed by Dutch law.

13.2 Disputes that may arise concerning the interpretation or implementation of the agreement and/or these General Terms and Conditions will be submitted exclusively to the competent court in Amsterdam.

13.3 If the counterparty is a natural person residing in the Netherlands, then – contrary to the provisions of Article 13.2 – any disputes that may arise concerning the interpretation or implementation of the agreement and/or these General Terms and Conditions will be submitted exclusively to the competent court in the district where the counterparty is domiciled.



ADDITION TO GENERAL CONDITIONS COVID-19

Rederij Nassau B.V.

In addition to the regular general terms and conditions, these terms and conditions apply temporarily as a supplement. Rederij Nassau reserves the right to delete this supplement if it is no longer considered current.

1. If the agreement is canceled with a reason for travel limitation due to the prevailing Coronavirus, we expect a (travel) document or statement with which you can demonstrate that your guests cannot or cannot travel to the Netherlands / Amsterdam or if this is not recommended by government authorities. is going to be. If you can demonstrate this, you are eligible for the following temporary cancellation terms:

1.1 € 50.00 excluding 21% VAT per booked boat in case of cancellation between 10 weeks and 2 weeks **before** the start of the cruise, provided you book a new sailing date within 8 months from the canceled date. In this case, the deposit will be deducted at the next booking and you pay a one-time € 50.00 excluding 21% VAT cancellation fee.

This will be deducted from the payment of the new booking. Your deposit will remain as a guarantee and advance on the new booking.

You are only eligible for the above arrangement when Rederij Nassau has received your deposit.

1.2 € 150.00 excluding 21% VAT per booked boat in case of cancellation between 10 weeks and 1 week before the start of the rental period if you do not want to plan a new sailing date. In this case we will refund the down payment, minus € 150.00 excluding 21% VAT, to the indicated account.

1.3 25% of the rent (boat rental) in case of cancellation 2 weeks until the start of the cruise, when you book a new date, based on the arrangement described in Article 1.1.

1.4 50% of the rental price (boat rental) in case of cancellation 2 weeks to 1 week before the start of the cruise.

1.5 100% of the rent (boat rental) in case of cancellation 1 week until the start of the cruise.

1.6 Catering and other services can be canceled free of charge up to 1 week before the start of the cruise. 1 week to 48 hours in advance, 50% of the catering must be paid. 48 hours until the start of the cruise 100% of the catering and 50% of the drinks.



Based on a new booking, as described in the regulation in Article 1.1, the drinks will not be charged, even if canceled within 48 hours.

During major sailing events (such as Kings Day, Gaypride and Sail), Rederij Nassau can deviate from the cancellation conditions in these provisions. Ask for these modified conditions if you have not received them yet.