



REDERIJ NASSAU

GENERAL TERMS AND CONDITIONS

Version: February 2025

(PLEASE NOTE! ADDITIONAL TERMS AND CONDITIONS SAIL 2025 FROM PAGE 16)

Rederij Nassau B.V.

Registered at the Commercial Register under number: 62118331.

Located at Hoogte Kadijk 15, 1018 BD Amsterdam.



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ARTICLE 1. DEFINITIONS

In these general terms and conditions, the following terms shall have the following meanings:

- 1.1 **Rederij Nassau:** The lessor, Rederij Nassau B.V., acting under the name Rederij Nassau, or other entities, acting 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 services to be provided by Rederij Nassau under an Agreement concerning: (i) the transport of one or more persons within the framework of a cruise with one or more Vessels and/or (ii) the provision of (catering) services and/or (beverage) refreshments on board one or more Vessels, as described in more detail in the Contract and/or (iii) the mediation between third parties and the Counterparty with regards to one or more cruises to be provided by that third party, and/or (iv) the provision of additional and/or other services and/or goods as described in the Contract.
- 1.6 **Supplier:** The person(s) who directly or indirectly has undertaken or will undertake towards Rederij Nassau to provide services and/or make goods available, all this in the broadest sense of the word, such as (drinks) refreshments, catering, the provision of a Vessel and/or the Captain.
- 1.7 **Agreement:** The agreement established between Rederij Nassau and the other party with regards to one or more Services.
- 1.8 **Other Party:** The contracting party or parties entering into an agreement with Rederij Nassau with regard to Services to be provided by or on behalf of Rederij Nassau.
- 1.9 **Vessel:** The boat with which Rederij Nassau offers its services to the Counterparty. Including the fittings, inventory and propulsion installation forming part thereof, as further described in the Agreement.
- 1.10 **Captain:** The commander of the Boat.
- 1.11 **Manned Vessel:** A vessel with a Captain provided by Rederij Nassau who is responsible for steering the vessel and/or hired 3rd parties during the rental period.
- 1.12 **Insurance:** The liability insurance of Rederij Nassau, as it shall apply from time to time;
- 1.13 **Cruise:** The entirety of the cruise with and stay on board a Vessel during the period stated in the Agreement.



1.14 **Reservation Total:** The total amount of the Services as shown in the confirmed offer with which the Agreement was formed plus any Services ordered and/or purchased subsequently.

ARTIKEL 2. APPLICABILITY OF GENERAL TERMS AND CONDITIONS

- 2.1 These General Conditions apply to every offer, quotation and agreement made by Rederij Nassau to or with the Counterparty.
- 2.2 Anyone who uses the services of Rederij Nassau and/or enters a vessel of Rederij Nassau (or hired 3rd party) is deemed to have taken cognisance of these General Terms and Conditions. The Counterparty warrants that each of the Passengers has read these General Terms and Conditions prior to entering a Vessel.
- 2.3 Deviations from these General Conditions are only possible if Rederij Nassau gives its explicit prior written consent.
- 2.4 The Counterparty is obliged to expressly inform all Passengers of the contents of these General Terms and Conditions. The Counterparty indemnifies Rederij Nassau against all claims that one or more Passengers make or could make against Rederij Nassau in so far as liability would be excluded if the Counterparty were to make such a claim against Rederij Nassau.
- 2.5 The applicability of general terms and conditions of the Counterparty is expressly excluded, unless they have been expressly accepted in advance by Rederij Nassau in writing.
- 2.6 Each Supplier is entitled to rely directly on the contents of these General Terms and Conditions and the limitations of liability contained therein in respect of claims by the Counterparty and/or Passengers, as if the Supplier were a direct contracting party.
- 2.7 If one or more provisions in these General Terms and Conditions are invalid or voidable, the other provisions of these General Terms and Conditions will remain fully applicable. The parties will then consult to agree new provisions to replace the void or voidable provisions, whereby the purpose and meaning of the original provision will be observed as much as possible.
- 2.8 Rederij Nassau reserves the right to amend the provisions laid down in these General Conditions as reasonably required by circumstances. The Counterparty now accepts in advance that the General Conditions which will be amended pursuant to this provision will be binding on the Counterparty in respect of the agreements concluded between the parties, after the Counterparty has been duly notified of such amendment by Rederij Nassau.
- 2.9 Any changes in and/or additional agreements to the agreement and/or these General Conditions are only binding if they have been explicitly confirmed in writing by Rederij Nassau.



2.10 These general terms and conditions may have been translated from Dutch into a foreign language. In case of differences in the texts resulting from such translation, the Dutch text shall prevail.

ARTIKEL 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 may damage the interior and exterior of a Vessel is not permitted;
- 3.2 For Passengers under the age of eighteen (18) it is forbidden to consume alcohol on board the vessel. The Captain has the right at any time to disembark intoxicated/ebriated persons without being liable to pay any refund.
- 3.3 It is prohibited for all Passengers to take, use and/or trade drugs and/or other prohibited substances on board. The Captain has the right at all times, in case of suspected use, to disembark persons, without being liable for any form of refund.
- 3.4 Smoking is prohibited on board, unless expressly authorised by the Captain of the chartered Vessel. Any damage on board as a result of smoking on board will be for the account of the smoker and/or Hirer of the Vessel. The cost of repair will be added by Rederij Nassau on the invoice, including a photograph of the damage.
- 3.5 Life jackets for adults are provided on board as standard. For children up to 12 years, parents are responsible for safety on board and for bringing appropriate life jackets.
- 3.6 It is not allowed to throw anything overboard.
- 3.7 It is forbidden to bring fireworks on board. It is prohibited to set off fireworks on board the vessel and on the dock where the vessel of Rederij Nassau is moored. The cost of repairs caused by setting off fireworks will be added to the invoice by Rederij Nassau, including a photograph of the damage.
- 3.8 Passengers must at all times take account of other vessels on the water and local residents in the area. Causing any form of (noise) nuisance is not allowed and is subject to strict legal regulations. The Captain has the right at all times to disembark persons in case of noise nuisance, without any form of restitution being due. Any fines imposed by a competent authority as a result of noise nuisance caused by the Counterparty and/or his Passengers will be recovered from the Renter. The costs will be charged by Rederij Nassau on the invoice or can, in consultation with Rederij Nassau, be paid directly on board with the Captain.
- 3.9 (Pets) are not allowed on the vessels used by Rederij Nassau, with the exception of guide dogs for the blind. Bringing along a guide dog must always be notified in advance to Rederij Nassau.



- 3.10 Bringing and consuming your own refreshments is not permitted, except with the prior permission of Rederij Nassau. If permitted, the Counterparty is obliged to return the vessel clean at the end of the rental period as found on departure. If not returned clean, Rederij Nassau will charge a minimum of €75.00 excluding VAT for cleaning costs. The costs will be charged by Rederij Nassau on the invoice or can, in consultation with Rederij Nassau, be paid on board directly to the Captain. Items and/or food brought along by yourself must be taken off board again immediately after the cruise. Rederij Nassau is not responsible for materials and/or other items left behind.
- 3.11 The Counterparty is at all times prohibited from taking drinks and/or catering intended for consumption on board, unless with the express permission of the Captain.
- 3.12 The use of confetti or other material which may be spread on or in the vessel is strictly prohibited. Any costs arising from the violation of this prohibition will be charged by Rederij Nassau on the invoice or can, in consultation with Rederij Nassau, be paid directly on board with the Captain.
- 3.13 It is prohibited to bring (hand) weapons, in the broadest sense of the word, on board. If this does happen and/or is detected, we are obliged to call in the police.
- 3.14 The Counterparty and the Passengers are obliged at all times to strictly follow all instructions of Rederij Nassau and its employees (including, but not limited to, the Captain) without delay. If these instructions are not followed, the Captain has the right to disembark the Passengers. Such Counterparty, re-renter and/or Passenger shall not be entitled to a refund.
- 3.15 If the Counterparty fails to comply or properly comply with any obligation as described above, the Counterparty will be in default without any further notice of default and Rederij Nassau will be entitled to dissolve the Agreement with immediate effect and to terminate its Services immediately, or to suspend the provision of the Services, without prejudice to the obligation of the Counterparty to pay the agreed compensation and damages to Rederij Nassau in full.
- 3.16 The Counterparty is not entitled, without the written consent of Rederij Nassau, to resell and/or deliver the delivered goods to third parties or to transfer its obligations and/or rights under the Agreement in full or in part to third parties.

ARTIKEL 4. QUOTATION AND FORMATION OF THE AGREEMENT

- 4.1 All quotations/options and offers made by Rederij Nassau are valid for a period of 14 days, unless otherwise stated.
- 4.2 Rederij Nassau is only bound to offers and/or quotations if the Counterparty confirms acceptance in writing by the Counterparty within the above-mentioned period. 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 quotation and/or offer, or part of such, contains an obvious mistake or slip of the pen.
- 4.4 The Counterparty is obliged to (a) provide Rederij Nassau promptly, fully and correctly with all data, information and documents requested by Rederij Nassau and (b) provide Rederij Nassau with all other data, information and documents that may be relevant to the preparation and execution of the Agreement, on the grounds of which Rederij Nassau will make an offer to the Counterparty.
- 4.5 If the data, information and documents referred to in article 4.4 turn out not to have been provided in their entirety or correctly by the Other Party, the Other Party will be in default without any further notice of default and Rederij Nassau will be entitled - at its discretion - to dissolve the Agreement with immediate effect or to terminate or suspend the provision of the Services immediately, always without prejudice to the Other Party's obligation to pay the agreed fee in full to Rederij Nassau.
- 4.6 An Agreement will in general only come into effect after (i) both contracting parties have signed the Agreement and/or (ii) Rederij Nassau has sent the Counterparty a written order confirmation (including an e-mail).
- 4.7 If a written Agreement or confirmation of instruction has been omitted, for example due to urgency, the Agreement will nevertheless be deemed to have been formed if Rederij Nassau has commenced execution of the Agreement, in so far as such commencement of execution results from agreements or statements by or on behalf of the Counterparty on which Rederij Nassau could and may reasonably rely.
- 4.8 Agreements between Rederij Nassau and the Counterparty's contact person or representative bind the Counterparty.
- 4.9 If, after the formation of the Agreement, the Counterparty wishes to make changes to the Agreement with regards to (the performance of) the Services, he must notify Rederij Nassau of these changes in writing. Such changes are only effective if they have been accepted by Rederij Nassau in writing. The costs associated with the changes desired by the Counterparty will be at the expense of the Counterparty.
- 4.10 Delivery dates stated in quotations, confirmations of orders and/or Agreements are approximate and therefore not final and do not bind Rederij Nassau, unless expressly agreed otherwise in writing.

ARTIKEL 5. EXECUTION OF THE AGREEMENT

- 5.1 Rederij Nassau shall use its best judgement and ability to perform the agreed services.
- 5.2 Rederij Nassau reserves the right to have certain (parts of the) services performed by third parties.



- 5.3 Rederij Nassau is at all times entitled, in the event of force majeure due to technical defects, staff shortages or accidents, to deploy a vessel other than that shown in photographs and/or agreed, provided that such vessel is also suitable for the number of persons in the group for which a reservation was made in good time by the Counterparty. In such a case, the Counterparty is not entitled to any damages. In so far as damages are compensated, the amount will never exceed the Reservation Total. On the other hand, the deployment of another vessel will never entail additional costs for the Counterparty.
- 5.4 If the Counterparty is not present at the agreed location at the agreed time, the sailing time will not be extended. The agreed end time will be maintained. If the Counterparty is not present within 30 minutes after the agreed time, Rederij Nassau is entitled to dissolve the agreement. In that case, no refund will be due to the Counterparty.
- 5.5 It is the Counterparty's responsibility to provide Rederij Nassau with correct and complete information which is necessary or which the Counterparty should reasonably understand is necessary for the execution of the agreement. Any delay caused by the Counterparty's failure to provide Rederij Nassau with the necessary information or to do so in time, will be for the Counterparty's account.
- 5.6 The Counterparty and third parties are not permitted to use, edit, distribute or remove any of Rederij Nassau's intellectual property rights, including but not limited to the intellectual property rights in respect of Rederij Nassau's website, Rederij Nassau's name and logo and photographs, without written permission from Rederij Nassau.
- 5.7 The Counterparty and third parties are not permitted to use any confidential information related to (the organisation of) Rederij Nassau, its vessels and/or otherwise confidential information in any way.

ARTIKEL 6. PRICE AND PAYMENT CONDITIONS

- 6.1 All quotations by Rederij Nassau and all amounts charged by Rederij Nassau to the Counterparty are exclusive of VAT and in euros, unless expressly stated otherwise or agreed by the parties. All quotations by Rederij Nassau are furthermore exclusive of other charges imposed or to be imposed by the government.
- 6.2 Payment by the Counterparty to Rederij Nassau must be made in accordance with the payment conditions stated on the invoice and/or confirmation. Unless otherwise agreed upon in writing, payment by the Counterparty must be made within fourteen (14) days of the invoice date, without prejudice to the right of Rederij Nassau to require a deposit and/or security upon commencement of the agreement. The aforementioned term of payment is a strict deadline, as a result of which the Counterparty will be in default by operation of law - and thus without a demand for payment or notice of default being



required - if it fails to pay within that term, and will owe Rederij Nassau the statutory commercial interest in accordance with section 6:119a of the Dutch Civil Code.

- 6.3 If payment in instalments has been agreed upon, or payment before a certain date, failure to pay an instalment on time or in full shall render the entire agreed fee immediately due and payable, without notice of default being required.
- 6.4 If the Counterparty fails to pay the amount due, Rederij Nassau will pass on its claim and all costs involved, such as extrajudicial costs, judicial costs and attorney's fees, will be payable in full by the Counterparty.
- 6.5 If the Counterparty fails to fulfil its payment obligation or fails to do so on time, Rederij Nassau has a right of retention in respect of all items made available to it by the Counterparty, until all amounts owed by the Counterparty have been paid to Rederij Nassau.
- 6.6 Costs are always agreed upon on the grounds of the prices applicable at the time of the Agreement. If, between the time of entering into the Agreement with the Counterparty fails to fulfil its payment obligation or fails to do so on time, Rederij Nassau has a right of retention in respect of all items made available to it by the Counterparty, until all amounts owed by the Counterparty have been paid to Rederij Nassau. and the time of fulfilling the obligation under this Agreement, price increases - for example in respect of tax levies, excise duties, currency and/or exchange rate changes and/or technology - occur on the part of Rederij Nassau, Rederij Nassau is entitled to charge such increase to the Counterparty. If the above-mentioned increases are not in proportion to the amount of the costs, each of the parties will be entitled to dissolve the agreement, without being liable for damages.
- 6.7 Rederij Nassau reserves the right at all times to demand advance payment from the Counterparty.
- 6.8 In geval van liquidatie, faillissement, beslag of surseance van betaling van de Huurder zijn de vorderingen van Rederij Nassau op de Huurder direct opeisbaar.
- 6.9 In the event that the Counterparty is a legal entity, the Counterparty will never be entitled to set off the amount owed by it to Rederij Nassau against any debt owed by Rederij Nassau to that legal entity.
- 6.10 In the event of a jointly given order, all Counterparties are jointly and severally liable for payment of the full invoice amount.
- 6.11 If, in the opinion of Rederij Nassau, the Counterparty's financial position or payment record gives cause to do so, Rederij Nassau is entitled to require the Other Party to immediately provide Rederij Nassau with (additional) security in a form to be determined by Rederij Nassau and/or to pay an (additional) advance on the agreed payment.
- 6.12



ARTIKEL 7. CANCELLATION OF THE AGREEMENT

- 7.1 The Counterparty shall be entitled to cancel an Agreement concluded between the parties on an interim basis only under the conditions set out below. Cancellation shall be effected by means of a written notice sent by registered mail by the other party to Rederij Nassau. The cancellation date is the date on which Rederij Nassau receives the notice of cancellation.
- 7.2 In the event of cancellation, the Counterparty will owe Rederij Nassau fixed compensation in the amount of €75 in administration costs.
- 7.3 If the Counterparty does not appear at the agreed place at the agreed time, this does not constitute a cancellation.
- 7.4 If the agreement is cancelled within the ten-week period, the Counterparty will owe Rederij Nassau compensation in the amount of:
- | | |
|--|--------------------|
| | 25% of the |
| Reservation Total in the event of cancellation between 10 weeks and 6 weeks before commencement of the lease period | |
| | 50% of the |
| Reservation Total in the event of cancellation between 6 weeks and 2 weeks before commencement of the lease period | |
| | 75% of the |
| Reservation Total in the event of cancellation between 2 weeks and 1 week before commencement of the lease period | |
| | 100% of the |
| Reservation Total in the event of cancellation between 1 week before commencement of the lease period and commencement of the lease period. | |
- 7.5 Cancellation of catering and other services can be done free of charge up to 14 days before the start of the rental period. 14 days to 7 days in advance 50% of the ordered catering and services must be paid. 7 days up to the start of the cruise 100% of the ordered catering and services and 50% of the drinks must be paid.
- 7.6 During big (sailing) events, Rederij Nassau may deviate from the cancellation conditions in these provisions. In that case, the adjusted cancellation conditions are clearly stated in the agreement between Rederij Nassau and the Renter. Other details of the cancellation conditions during SAIL 2025 can be found on page 16.
- 7.7 Cancellation of catering and other services. See clause 7.5.
- 7.8 If the weather forecasts, circumstances, and/or obstacles and or restrictions are imposed from governmental roads, do not allow sailing, Rederij Nassau reserves the right to cancel the sailing on the



above ground. In this case, the Counterparty may rebook the sailing to a new date at no additional cost (excluding holidays and events on the water).

7.9 After confirmation of the cruise, the Counterparty can adjust the number of persons downwards by up to 20% with regard to the purchasing of drinks. For the remaining 80% of the originally confirmed number of persons, the Counterparty remains liable to pay the pre-booked drinks. This applies regardless of the actual number of persons present during the cruise. The Counterparty is free to come with fewer persons. This provision applies without prejudice to the cancellation conditions mentioned in Article 7.5.

ARTIKEL 8. DISSOLUTION AND SUSPENSION

8.1 Without prejudice to Rederij Nassau's rights under the law, if the Counterparty fails to fulfill any of its obligations towards Rederij Nassau, Rederij Nassau is entitled to suspend the (further) execution of the agreement(s) concluded with the Counterparty or to dissolve the agreement(s) in full or in part. In this context, Rederij Nassau is free to dissolve an agreement during its execution in the event of non-compliance by the Passengers with their obligations under the rules of conduct referred to in article 3.

8.2 In the event that the Counterparty fails to comply with one or more of his/her obligations, fails to do so on time or properly, applies for a moratorium, is declared bankrupt, his/her assets are seized in full or in part and/or the Counterparty loses the disposal of his/her assets in full or in part, Rederij Nassau is entitled to suspend the execution of the agreement or to dissolve it by means of a written statement.

ARTIKEL 9. FORCE MAJEURE

9.1 Rederij Nassau is not obliged to comply with any obligation if it is prevented from doing so as a result of a circumstance that cannot be attributed to its fault, nor for its account under the law, legal act or generally accepted practice.

9.2 The situations referred to in article 9.1 include in any case: storm damage, natural disasters, obstructive measures of any government, unannounced closures of waterways, war, floating ice, high water, early falling darkness, technical calamities, riots, transport impediments, pandemic, strike, fire, malfunctions and accidents in the company of third parties, as well as shortcomings or force majeure of suppliers or third parties whose services Rederij Nassau uses for the execution of the agreement.

9.3 In addition to the provisions of Article 9.2, the situations referred to in Article 9.1 are also understood to include:



- (i) Dense fog with a visibility of less than 500 meters;
- (ii) Persistent thunderstorms; and
- (iii) Wind force 6 or higher determining in zone 3 & 4

9.4 In the event of force majeure, the Counterparty may not claim damages, refunds or compensation from Rederij Nassau. However, the Counterparty may rebook the scheduled cruise to a new date at no additional cost (excluding holidays and events on the water).

ARTIKEL 10. CATERING

10.1 If the Counterparty wishes to rent a vessel including catering, such catering will be provided exclusively by third parties engaged by Rederij Nassau, unless Rederij Nassau has given the Counterparty express prior written permission to use its own caterer and/or supplier

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

10.3 Rederij Nassau purchases catering from third parties. Rederij Nassau is never liable for damage and/or injury resulting from or relating to catering provided by third parties.

10.4 If Rederij Nassau is responsible for catering (i.e. the provision of food and/or beverages) as part of the execution of the Agreement, the number of persons specified by the Counterparty to Rederij Nassau in advance upon confirmation to which this relates, will be binding. Until five (5) working days prior to the cruise at the latest, limited changes will be accepted by Rederij Nassau. The limited changes include that up to a maximum of 10% of the confirmed catering number can be reduced. If it appears that the catering company engaged by Rederij Nassau or the catering company engaged by Rederij Nassau is required to supply for more persons than the number specified by the Counterparty, Rederij Nassau is entitled to either refuse delivery to more persons than agreed or to accept delivery to persons as additional work. The number of persons present counted by Rederij Nassau or the catering company engaged by Rederij Nassau, less the number of persons confirmed in advance, is binding as the basis for calculating the additional work.

ARTIKEL 11. LIABILITY OF THE COUNTERPARTY

11.1 The Counterparty is liable for damage to items belonging to Rederij Nassau or items belonging to third parties, if they result from and/or are related to non-compliance, wrongful act, reckless action, acting in violation of the rules of conduct referred to in article 3 and/or negligence on the part of Passengers.



11.2 The Counterparty undertakes to report any damage caused during or immediately after its occurrence to the Captain on duty, on the vessel, or to Rederij Nassau. The Captain will make a statement of the time, the nature and the cause of the damage reported by the Counterparty. This statement will be signed by the Counterparty before leaving the vessel. The drawing up of this damage statement by the Captain on duty is intended exclusively as a report of the (extent of the) damage.

11.3 The Captain is authorized at all times to refuse baggage of the Passengers at his discretion.

11.4 The Counterparty declares and guarantees that each of the Passengers is aware that the Vessel is entered at their own risk, is familiar with the risks of entering and sailing a Vessel and indemnifies Rederij Nassau against all claims of third parties in connection with damage incurred on board the Vessel, with the exception of damage caused by acts or omissions of Rederij Nassau and/or of a Captain on a Manned Vessel.

11.5 Rederij Nassau is not liable for loss caused by subordinates, non-subordinates and/or Suppliers that Rederij Nassau has engaged directly or indirectly in the execution of the Agreement (i) unless the loss is the result of intent or gross negligence on the part of managers of Rederij Nassau and (ii) with the exception of any statutory liability as a carrier.

11.6 The Counterparty will indemnify Rederij Nassau against all claims by third parties, including one or more Passengers, in respect of damage for which the Counterparty is liable under the law or the Agreement. The Counterparty will compensate Rederij Nassau for any loss, including all legal costs incurred by Rederij Nassau, which may be the result of any third-party claim.

11.7 The Counterparty undertakes to report damage during or immediately after its occurrence, but at the latest before the end of the Voyage, to the Captain on duty. The Captain will draw up a statement of the time, the nature and the cause of the damage reported by the Counterparty.

11.8 If on the basis of an Agreement, Rederij Nassau provides its mediation in relation to any agreement between the Counterparty and a third party, including an agreement under which that third party undertakes independently to transport one or more persons as a contracting party in relation to the Counterparty, any liability of Rederij Nassau in relation to any acts or omissions of that third party for whatever reason is expressly excluded.

ARTIKEL 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 Passengers, prior to, during or as a result of renting a vessel of 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 occurring before, during or after the cruise, except for damage caused by demonstrable intent or gross negligence of Rederij Nassau or one of its employees.

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

12.4 In so far as Rederij Nassau is liable for any loss or damage not covered by its insurance, Rederij Nassau will in no event be liable for an amount higher than the amount invoiced by Rederij Nassau to the Counterparty under the agreement, excluding VAT.

12.5 The Counterparty's legal claim for compensation on account of the loss suffered by it will lapse if it is brought after the expiry of three months after execution of the relevant agreement.

ARTIKEL 13. APPLICABLE LAW AND JURISDICTION

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

13.2 Any disputes which may arise in respect of the interpretation or performance of the agreement and/or these General Terms and Conditions will be submitted exclusively to the jurisdiction in Amsterdam.

13.3 If the Counterparty is a natural person resident in the Netherlands, any disputes that may arise in respect of the interpretation or performance of the agreement and/or these General Terms and Conditions will - contrary to the provisions of Article 13.2 - be exclusively submitted to the jurisdiction of the court in the district of the Counterparty's place of residence.

ARTIKEL 14. CONFIDENTIALITY

14.1 The Counterparty is obliged to observe confidentiality with regard to all confidential

14.2 data, information and documents that it has received from Rederij Nassau.



ADDITION GENERAL TERMS AND CONDITIONS RELATING TO SAIL 2025

REPLACEMENT ARTICLE 7. CANCELLATION OF AGREEMENT SAIL 2025

The following cancellation conditions will apply during SAIL 2025 (Wednesday, August 20 to Sunday, August 24, 2025). These conditions replace during this period Article 7. Cancellation of Agreement.

- 7.1 The Counterparty has the right to cancel an Agreement concluded between the parties prematurely only under the conditions stated below. Cancellation is effected by means of a written notice sent by registered mail by the other party to Rederij Nassau. The cancellation date is the date on which Rederij Nassau receives the notice of cancellation.
- 7.2 In the event of cancellation, the Counterparty will owe Rederij Nassau fixed compensation in the amount of **25% of the Reservation total**.
- 7.3 If the Counterparty does not appear at the agreed place at the agreed time, this does not constitute a cancellation.
- 7.4 In case of cancellation up to 7 months before the start of the rental period:

25% of the Reservation Total

In case of cancellation between 7 months and 5 months before the start of the rental period:

50% of the Reservation Total

In case of cancellation between 5 months and 3 months before the start of the rental period:

75% of the Reservation Total

In case of cancellation between 3 months before the start of the rental period and the start of the rental period:

100% of the Reservation Total