

## **General Terms and Conditions Classic Boat Dinners B.V.**

### **1. Definitions**

In these General Terms and Conditions:

A. Services: The Classic Boat Dinners B.V. the services offered and to be provided in the context of these general terms and conditions concern the offering to the other party / client of one or more trips with one or more vessels for a number of persons as specified in the agreements concluded between the parties.

B. Client: The party to whom Classic Boat Dinners B.V. has made an offer or with whom an agreement has been entered into as well as the persons / passengers for whom the other party has entered into the agreement.

C. Contractor: Classic Boat Dinners B.V. who carries out work or provides services as described above, on behalf of the client, hereinafter referred to as "Classic Boat Dinners B.V".

### **2. Applicability of these conditions**

A. These conditions apply to all offers and agreements of Classic Boat Dinners B.V. Unless otherwise agreed in writing, these terms and conditions are deemed to have been accepted by the other party of Classic Boat Dinners. These conditions can only be deviated from because Classic Boat Dinners B.V. confirmed in writing.

B. Anyone who participates in the Classic Boat Dinners B.V. offered sailing trip is deemed to have taken note of the contents of these general terms and conditions and to agree to this.

C. These general terms and conditions will become the usual usual conditions of Classic Boat Dinners B.V. deemed to have been declared applicable to (future) follow-up, and / or additional offers as well as to agreements or the realization and / or implementation thereof.

D. Any general terms and conditions used by the counterparty are not applicable unless they are accepted by Classic Boat Dinners B.V. expressly accepted in writing. Signed by Classic Boat Dinners B.V. of documents of the client to which such conditions have been declared applicable, does not count as written acceptance thereof by Classic Boat Dinners B.V.

### **3. Offers**

A. Unless expressly stated in the offer a period of validity, all offers of Classic Boat Dinners B.V. without obligation.

B. Classic Boat Dinners B.V. reserves the right to refuse an assignment without stating reasons.

C. If by Classic Boat Dinners B.V. at the request of the other party, a start has been made of a performance of a Classic Boat Dinners B.V. the offer made to the relevant counterparty, the counterparty is deemed, from the date of execution with Classic Boat Dinners B.V. to have entered into an agreement in full in accordance with the provisions of the Classic Boat Dinners B.V. made offer.

#### 4. Establishment and execution of the agreement

A. The agreement is concluded by written confirmation by Classic Boat Dinners B.V. to the client that the order has been accepted or by signing the agreement by the other party. In urgent cases the agreement can also be concluded orally. The other party must pay the transfer and any catering directly, unless agreed with Classic Boat Dinners B.V. anders. Payments must be signed by both parties.

B. Client is not entitled to the agreement with Classic Boat Dinners B.V. without prior written permission from Classic Boat Dinners B.V. to be transferred in whole or in part to third parties.

C. Classic Boat Dinners B.V. determines the manner in which the assignment is carried out within the limits of what has been agreed in writing between both parties.

5. Changed execution If it appears before or during the execution of the agreement that this or any part thereof can only be modified due to unforeseen circumstances, the party that first becomes aware of this circumstance will enter into consultation with the other party. Classic Boat Dinners B.V. the other party then points out the financial consequences.

#### 6. Changes

Changes in the agreement and deviations from these terms and conditions will only be valid if they have been agreed in writing between the parties. If changes lead to an increase or decrease of the costs, a resulting change in the price must be agreed in writing between the parties.

#### 7. Cancellation by the other party

A. The other party has the right under the conditions mentioned below to cancel an agreement concluded between the parties. Cancellation takes place by means of a written notice sent by the other party to Classic Boat Dinners. The cancellation date is the date on which Classic Boat Dinners B.V. receives the notice.

B. If the other party cancels the agreement less than two months before the cruise, the agreement between the parties will be terminated on the understanding that the other party will pay 15% of the total of Classic Boat Dinners B.V. owed on the basis of the contract.

C. If the other party cancels the agreement less than one month before the cruise, the agreement between both parties will be terminated on the understanding that the other party will pay 35% of the total of Classic Boat Dinners B.V. owed on the basis of the contract.

D. If the other party cancels the agreement less than fourteen days before the cruise, the agreement between the parties will be terminated on the understanding that the other party will pay 60% of the total of Classic Boat Dinners B.V. owed on the basis of the contract.

E. If the other party cancels the agreement less than seven days before the cruise, the agreement between the parties will be terminated on the understanding that the other party will pay 75% of the total of Classic Boat Dinners B.V. on the foot of the contract.

## 8. Payments

A. Payments by the other party to Classic Boat Dinners B.V. must be made in accordance with the payment terms stated on the invoice without set-off or suspension for whatever reason. In the absence of such conditions, payment must be made within fourteen days of the invoice date. If the payment is not received within the agreed period, the other party is in default.

B. Complaints regarding invoices must be submitted in writing to Classic Boat Dinners B.V. within 8 days of the invoice date. submitted.

C. Classic Boat Dinners B.V. reserves the right to demand prepayment.

D. In the case of cashless payment, the date of payment will count as the day of crediting the cashless account of Classic Boat Dinners B.V. In case of cash payment only the Classic Boat Dinners B.V. issued receipt as proof and time of payment,

E. Payment must be made within the specified periods in the absence of which the other party is legally in default.

## 9. Costs in case of non-payment or late payment

A. From the date of default, the other party owes a contractual interest of 2% per month, whereby part of the month is counted as an entire month. Furthermore, Classic Boat Dinners B.V. in that case entitled to suspend the execution of the agreement and the other party is obliged to pay all costs, both in and out of court, which Classic Boat Dinners B.V. must make as a result of non-compliance with its obligations.

B. All costs incurred by Classic Boat Dinners B.V. are made to enforce its rights, including all extrajudicial costs in the event of the involvement of an authorized representative, lawyer or bailiff, for the account of the client.

C. The extrajudicial costs amount to at least 15% (excluding VAT) of the amount to be claimed with a minimum of € 235 (excluding VAT) per claim. If Classic Boat Dinners B.V. can show that it was reasonable to have been obliged to incur higher extrajudicial costs, these will also be for the account of the other party. All costs related to judicial collection are at the expense of the other party that includes the judicial execution.

D. Classic Boat Dinners B.V. has vis-à-vis the other party, which has not paid on time, without prejudice to its other rights under the conditions and / or the law: Immediate payment in respect of the counterparty and / or demand for payment for all current agreements;

To suspend its performance (s), including from other agreements with the other party, without prejudice to its right to claim security for the payment simultaneously or later.  
To dissolve the relevant agreement in whole or as far as not executed by one of Classic Boat Dinners B.V. originating written statement;

One, more or all current agreements, in respect of which the other party is not in default, to be dissolved in whole or in part by one of Classic Boat Dinners B.V. originating written statement;

Sudden payment of the full amount if payment in installments has been agreed.

E. Except in case use has been made of the right of dissolution, Classic Boat Dinners B.V. at any time to change his / her choice of the rights mentioned in this article

#### 10. Price

All prices include VAT and any other taxes imposed by the government. All prices are based on the circumstances that apply at the time of the conclusion of the agreement. If these circumstances change after the conclusion of the agreement Classic Boat Dinners B.V. entitled to increase or decrease the agreed prices with the amount by which the costs have been increased or reduced, stating the resulting additional or lesser costs. Under such circumstances include: taxes at home or abroad, wages, price and exchange rate changes

11. Confidential information. The parties commit themselves to confidentiality of confidential information of the other party. Each party will take all reasonable precautions to be taken in order to fulfill this obligation as well as possible.

#### 12. Cooperation with the other party

A. Client will Classic Boat Dinners B.V. always provide all necessary information in a timely manner.

B. If information required for the execution of the agreement is not available, not timely or not in accordance with the agreements at the disposal of Classic Boat Dinners B.V. or the other party does not fulfill its obligations towards Classic Boat Dinners B.V. satisfies, this may lead to the suspension of compliance with the obligations of Classic Boat Dinners B.V. and additional costs may be charged to the other party.

C. The other party must provide the instructions of the (the employees of) Classic Boat Dinners B.V. immediately follow up. Access to the boat and the jetty can be done by Classic Boat Dinners B.V. without refusal of reasons, if this is deemed necessary in connection with, among other things, safety and public order.

D. It is not possible to deviate from the starting time of the sailing trips. The boat leaves at the agreed time. The presence of (a part of) the passengers in time is at the risk and expense of the other party. A request from the other party can be waited for expressly and then in writing until all passengers are present. Deviations from the agreed departure time are entirely for the account and risk of the other party. The duration of the cruise will then be shortened as much as the delay has lasted. In the event of a possible extension of the trip, the price will be automatically and proportionally higher and will then be calculated on the basis of subsequent calculation.

### 13. Complaints

A. Complaints are understood to mean all grievances of the other party with regard to the execution of the agreement by Classic Boat Dinners B.V.

B. Complaints can only be valid if they are submitted in writing and with motivation within 8 working days after the Classic Boat Dinners B.V. services rendered / services performed, without prejudice to the provisions in the following articles.

C. Minor deviations deemed to be permissible in daily traffic during or in the execution of the agreement can not constitute grounds for complaints.

D. By submitting complaints the payment obligation of the other party will not be suspended.

E. If the client has not complained within the aforementioned terms, the client is deemed to have approved the services provided and / or the invoices. In the absence of such notification, all claims of the other party lapse.

### 14. Liability for damage

A. Classic Boat Dinners B.V. is not liable for damage resulting from a defective or late performance of the agreement, nor is it liable for any other direct and / or indirect damage, including injury, of the other party, unless such damage is to be blamed for gross negligence, recklessness or intent.

B. In all cases where Classic Boat Dinners B.V. is in any case not more than the amount of the amounts invoiced and invoiced to the client by the Classic Boat Dinners on the basis of the relevant agreement (excluding VAT)

C. Following the advertising period referred to in Article 12, Classic Boat Dinners B.V. no longer liable for its shortcomings unless a written agreed guarantee applies.

D. Classic Boat Dinners B.V. expressly excludes any liability with regard to all persons for whom Classic Boat Dinners B.V. with the renewal of services.

E. The legal claim of the counterparty for compensation of its damage expires and is therefore inadmissible if it is instituted after the expiration of one year after the execution of the relevant agreement. The other party indemnifies Classic Boat Dinners B.V. for damage that third parties may suffer in the execution of the agreement between the parties.

F. The other party is responsible and liable for the behavior of the passengers brought on board. The other party must take out the necessary insurance policies at his own risk.

G. The other party is liable for damage due to loss and / or damage to property and possessions of Classic Boat Dinners B.V. which is caused by the counterparty or persons for which the counterparty is liable.

## 15. Force majeure

A. None of the parties is obliged to fulfill any obligation if prevented from doing so as a result of a circumstance that can not be blamed for his fault, nor does it fall under his / her law, legal act or generally accepted standards such as storm damage, natural disasters, obstruction by third parties, restrictive measures by any government, war, strike, fire, malfunction and accidents in the company of third parties, as well as shortcomings or force majeure of suppliers or third parties whose services Classic Boat Dinners BV used.

B. In case of force majeure or other circumstances of such a nature that in reasonableness and fairness (further) fulfillment of the agreement can not be required, the execution of the agreement will be suspended or, if such a suspension has lasted at least continuously for three months or as soon as it is certain that it will last longer than three months, the other party can terminate the agreement with immediate effect without judicial intervention by means of a registered letter to one party in whole or in part. This right to terminate lapses if, prior to use, the obligation, of which the fulfillment was temporarily prevented by force majeure, is still complied with.

C. In the event of termination of the agreement due to force majeure, the obligations under the agreement will come to an end, on the understanding that when the agreement is concluded by Classic Boat Dinners B.V. already partially fulfilled, the other party a proportionate part of the agreed price to Classic Boat Dinners B.V. already partially fulfilled, the other party a proportional part of the agreed price to Classic Boat Dinners B.V. is due.

D. Parties can not claim compensation from each other in the event of force majeure.

## 16. Suspension and termination

A. If in the opinion of Classic Boat Dinners B.V. the creditworthiness of the other party gives rise to this, Classic Boat Dinners B.V. demand further security or advance payment at any time, failing which Classic Boat Dinners B.V. has the right to suspend the execution of the agreement.

B. In the event that the other party fails to fulfill one or more of its obligations, fails to do so on time or properly, applies for suspension of payment, is declared bankrupt, or loses all or part of its assets, Classic Boat Dinners B.V. the right to suspend the performance of the agreement or to dissolve it by means of a written statement, all this choice and without prejudice to any right to compensation for damage, costs and interest.

C. If Classic Boat Dinners B.V. makes use of its authority referred to in the previous paragraph to suspend the execution of the agreement, this leaves the obligation of the other party to pay the Classic Boat Dinners B.V. agreed compensation during the period that Classic Boat Dinners B.V. suspended the execution of its obligations.

D. By the other party an agreement can only be dissolved in case Classic Boat Dinners B.V. after proper written notice of default giving her a reasonable term to still fulfill her obligations, attributable failure to fulfill her obligations under the agreement and such that the other party cannot reasonably be required to maintain the agreement to let.

E. In case the agreement by Classic Boat Dinners B.V. is dissolved because of default of the counterparty Classic Boat Dinners B.V. right to payment of the full agreed price.

F. The dissolution can only take place by registered letter to the other party; judicial intervention is not required. If the other party had already received services to execute the agreement at the time of dissolution of the agreement, he can only partially dissolve the agreement and only for that part that Classic Boat Dinners B.V. has not yet been implemented. Amounts that Classic Boat Dinners B.V. has invoiced for the dissolution in connection with what it has already performed or delivered to execute the agreement, remain due and will become immediately due and payable at the moment of dissolution.

#### 17. Proof

Barring evidence to the contrary, the administrative data of Classic Boat Dinners B.V. are applicable to agreements to which these conditions apply and the resulting agreements decisive.

#### 18. Applicable law and disputes

On these terms and conditions and on all those based on it by Classic Boat Dinners B.V. agreements entered into are subject to Dutch law. All disputes that may arise with regard to the interpretation or the execution of these conditions or agreements will exclusively be submitted to the competent court in Amsterdam.

Amsterdam, July 2017.

Shipping company Classic Boat Dinners B.V. - Amsterdam