

GENERAL CONDITIONS

Of: Classic Boat Tours at Enkhuizen hereinafter referred to as CBT,
filed with the Chamber of Commerce dated 24 February 2011

1. These general conditions are with the exclusion of and while explicitly rejecting all other conditions from whomsoever (originating) and except for in so far as hereinafter expressly stated otherwise applicable to all agreements, including offers related to the effecting of these agreements that CBT concludes related to transport and/or catering services and all that is connected thereto in the broadest sense.
 2. The client is contracting party with CBT. The guest/passenger is any third party, who is transported or will be transported in the broadest sense by CBT, on the basis of the transport service agreement entered into by the client. In these conditions 'guest' is also taken to mean passenger within the meaning of Part 8.10.3 of the Dutch Civil Code. These conditions are also binding between CBT and the guest who is not party to the agreement between CBT and the client. The Client warrants performance hereof. The client indemnifies CBT for all claims made by the guest and/or any other third party against CBT, in so far as liability of CBT would be excluded, in case the guest would make this claim against CBT. These conditions apply also in favour of all natural and legal persons whereof CBT, in the broadest sense made use at the entering into and/or performance of the agreements or in the running of its business. The client is aware of the prohibition on leaving the saloon of one of the vessels in any manner whatsoever during the duration of the agreement including any extension. The client is obliged to inform the guests of this. CBT is not responsible for injury, to the client and the guest who is not party to the agreement between CBT and the client, which is caused by any body part or any body parts of the client or guest going outside the saloon of one of the vessels.
 3. Derogation from these conditions is only possible in writing and per subject and/or case.
All offers by CBT are without obligation. CBT can in any event promptly after acceptance of the offer withdraw the offer even if the offer of the shipping company contains a term for acceptance and acceptance occurs within this term. CBT has this option in any event during two working days after the acceptance.
 4. The agreement of CBT states the sailing price which must be paid in advance together with the number of guests which must not be exceeded in any circumstance and in any event is no more than 12 guests for "Prix d'eau", 22 guests for "La Reine" and 35 guests for "Libelle". No, no proper or too late performance by or by reason of the client of these and other obligations gives CBT under all circumstances the right to immediately suspend its obligations under this agreement with preservation of all its rights towards the client, including exclusion of liability of CBT of (the) damage. In this right of suspension is included the right of CBT to refuse the guests entrance to the vessel.
 5. CBT has an obligation to use best endeavours to transport the guests. The skipper or CBT is at all times authorised to determine, due to weather conditions, high or low tide, blocked routes and similar circumstances, not to sail or to alter the transport, in the broadest sense, or break off or as the case may be change the place of departure or arrival, without liability to any compensation on the part of CBT. In all instances CBT will endeavour to cooperate toward an alternative or solution.
 6. If sailing is for longer on the request of the client, or by reason of guests unconnected to the client, CBT has the right to charge extra sailing fares. The current applicable rates apply hereto. In sailing longer is also included the longer use of the vessel-at-the-quay.
 7. The following conditions apply to cancellation of the transport and the catering services which must be done in writing and dated by fax.
Upon cancellation:
 - a. until 8 weeks prior to the day of departure 15% of the total sum;
 - b. until 4 weeks prior to the day of departure 30% of the total sum;
 - c. within 4 weeks prior to the day of departure 75% of the total sum and
 - d. within 1 week prior to the day of departure 100% of the total sum.
 8. Deposit:
CBT has the right to demand a deposit of the total sailing costs as set out in the confirmation. The remainder, consisting of possible catering costs and possible extra sailing costs due to extension, follows after the sailing trip by means of a final invoice.
The deposit (100% of the sailing costs) must be transferred to the account of CBT prior to sailing; if that is not the case then CBT has the right not to carry out the sailing trip. The client must in this case pay to CBT the costs of the sailing trip owed including the catering costs.
 9. The guest is permitted to, at no charge, in agreement with CBT; take care of the catering on board under the following conditions: the catering can be brought on board no more than 15 minutes prior to sailing at the place of departure. All catering things including waste will be taken away by the client directly on disembarking.
- General provisions:
10. The client waives the option of relying on set off.
 11. If the client or the guest or their luggage cause damage to the carrier, the client and the guest will be jointly and severally liable to compensate CBT for this damage.
 12. Except when intent is present, recklessness or gross negligence on the part of CBT, CBT is never liable for loss of profit and consequential damage or damage to luggage of third parties. In any event CBT is never liable for damage exceeding the amount of the total travel costs.