

## **Terms**

### **A. General Terms and Conditions**

#### **A I. General Terms for Booking**

1. The orders placed with us will be carried out only according to our terms and conditions listed below. With the booking request the client (standardised term for customer, guest, buyer, etc.) agrees to our terms and conditions. Deviations require our explicit written confirmation for their validity. Any of the client's terms and conditions will not imply. If the client does not agree with our terms and conditions, he must specifically point this out in writing. In this case, we reserve the right to decline conclusion of the contract, without that hereby any claim whatsoever can be made against us.
2. Our terms and conditions are also in effect for future business, even if no specific reference is made to them, provided that they were made known to the client in connection with a previous business transaction between us and the client.

#### **A II. Offers**

Our offers are subject to confirmation, unless a commitment is explicitly designated. All agreements must be in writing. A contract only then is concluded with our written confirmation.

#### **A III. Guarantee / Liability**

1. Claim for damages due to delay, impossibility of performance, positive breach of obligation, fault at contract finalisation and from illegal actions are excluded, as far as the damages were not caused by intentional or gross negligence or omission. The limitation of liability applies in the same degree for our personnel employed in the performance of their obligations.
2. By justified claims for damages, our liability is limited to a level triple that of the contract's amount for the respective transaction.

#### **A IV. Liability of a third party, compensation, retention**

1. If a third party has ordered for the client, both parties are liable as co-debtors.
2. The client can only counterbalance our claims with other claims which are indisputable or legally binding. The assertion of a right of retention is only admissible with our express approval.

#### **A V. Place of jurisdiction and applicable law**

All contracts concluded with us and their performance are under Dutch law. Legal action is to be entered with the court having jurisdiction for our headquarters, at this time, Leeuwarden, for all disputes arising from the contractual relationship and its performance, if the client is a fully qualified merchant, a public legal entity or public special asset. However, we are also entitled to bring legal action at the headquarters of the client.

### **B. Terms for hotel bookings**

#### **B I. Contracting parties**

We sell hotel rooms in our own name and on our own account, unless otherwise agreed. The client acknowledges that the service to be provided (overnight accommodations) will not be supplied by us, but by the hotel. A contract is made with our confirmation.

#### **B II. Deposit**

We can request a reasonable deposit from the client. If not otherwise agreed upon, 20% of the entire amount is due and payable upon receipt of the confirmation. The remaining 80% is due and payable four months before arrival. Bank charges for the payment transactions will be not accepted by us.

#### **B III. Cancellation / Cancellation charges**

- 3.1. In case payment is not made in time by the client, we have the right to cancel the order (withdrawal) by charging the accrued costs. The cancellation fee (compensation for booking services provided and expenditures ensued) is 15% of the entire amount. Evidence of lower damages must be brought by the client; we must show proof of higher damages.
- 3.2. The payment agreed upon for the reserved room(s) is also then to be paid, even when the client later cancels the booking before start of the trip. We will pass on to the client in the same proportion any refund by the accommodations agency due to saved expenditures or further selling. The cancellation charges are 15% of the total amount, provided that we can return the reserved room cost-free or it can be re-sold on the same terms agreed upon with the client. Unused services can not be refunded, even by premature departure or termination.

#### **B IV. Prices**

When we offer no fixed prices with hotel bookings, the prices should be understood as "Now Rates"; that means, we quote the current prices at the time of the offer. The final prices will be given in the confirmation and are binding for the client.

**B V. Withdrawal due to force majeure**

In case an incidence of force majeure occurs, e.g. natural disasters, wars, civil commotion, flooding, hotel boat accident, as well as other hindrances, which make the use of the booked accommodations impossible, we will do our best to arrange replacement accommodations for our client if possible. Also when Trade Fairs are being cancelled, we reserve the right in case of force majeure to withdraw from the contract or reservation.

In the sense of the preceding provisions, the late arrival of a hotel boat at the booked location is also an incidence of force majeure.

**B VI. Reservation of the Right to Change the Hotel Ship Moorage Location**

The final decision as to where the hotel ship will be moored is made by the city's harbour authority. Consequently, Scheepsarrangementen cannot guarantee that the ship will moor at a specific dock. Scheepsarrangementen will not be liable in the event that high water conditions, low water conditions or any other reason for which Scheepsarrangementen is not responsible make it necessary to moor the hotel ship at a place other than that planned. Scheepsarrangementen will make every effort to obtain the moorage that was contractually agreed to be the best for the client. It will, however, not be liable for any relocation of the moorage and any resulting longer commutes.

**(B) VII. Savings Clause**

In the event that one or more of the provisions of the Terms and Conditions of Business should be void, invalid or voidable, the validity of the remaining provisions will not be affected. The void, invalid or voidable provision will be replaced with the provision that the parties would have agreed had they considered this point at the time of contracting.

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