



Translated text from the original Dutch version of: General Terms and Conditions

Rederij het IJ is a trade name of REDERIJ ROER B.V.
Rietschoot 34, 1511 WK, Oostzaan, T: 0031 (0)20 – 341 73 96, Kvk 62979736

1. General

- 1.1. These terms and conditions apply to all agreements between Rederij het IJ and third parties, hereinafter referred to as "the customer," as well as to all quotations, deliveries, and invoices from Rederij het IJ. Deviations from these terms are only valid if confirmed via email by Rederij het IJ.
- 1.2. If the customer applies any conditions (including general terms and conditions) in the context of an agreement, they will not be considered applicable unless expressly accepted via email by Rederij het IJ.
- 1.3. All offers made by Rederij het IJ and all agreements concluded between Rederij het IJ and the customer to which these general terms and conditions apply, as well as the terms themselves, are governed by Dutch law. In case of disputes concerning the interpretation of the General Terms and Conditions and Personal Transport Conditions, the Dutch text shall prevail.
- 1.4. All disputes arising between Rederij het IJ and the customer concerning an agreement to which these terms apply will initially be settled by the District Court of Amsterdam or the Cantonal Court of Amsterdam.

2. Order Confirmation and Acceptance

- 2.1. Unless explicitly stated otherwise via email, all offers made by Rederij het IJ via email are valid for 14 days from the date of the offer.
- 2.2. All offers from Rederij het IJ are non-binding and subject to availability ("while supplies or capacity last").
- 2.3. An agreement is only established when all parts of the offer have been agreed upon through verbal consent or email consent by the customer.
- 2.4. Rederij het IJ has the right to revoke the offer within two business days after acceptance by the customer, even if the offer contained a deadline for acceptance.
- 2.5. If Rederij het IJ grants an option to the customer (the option holder), this right cannot be revoked unless another potential customer requests an offer for all or part of the services under option. The option holder must be notified by Rederij het IJ, after which they must immediately indicate whether they wish to exercise the option. If the option holder does not respond, the option expires.
- 2.6. Agreements entered into by intermediaries on behalf of clients or customers will also be considered to be at the expense and risk of these intermediaries. Rederij het IJ is not obliged to pay intermediaries any commission or fees unless explicitly agreed otherwise via email. Full or partial payment by the customer and/or guest will release the intermediary to the same extent.

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- 2.7. Once the customer has indicated to accept the offer or agreement presented by Rederij het IJ, and with that confirms the reservation of the ship for the requested rental period, a) the confirmation of the agreement must be sent via email by Rederij het IJ to the customer, and b) payment of the agreed initial deposit must be received by Rederij het IJ within 14 days of acceptance and reservation. If the customer fails to meet point b, Rederij het IJ is entitled to cancel the reservation via email, in which case the customer will owe Rederij het IJ a penalty without formal notice, calculated based on the cancellation cost criteria in 5.2., using the remaining time between the booking confirmation and the intended reservation date.

3. Rates and Payment

- 3.1. All rates used by Rederij het IJ, unless explicitly stated otherwise, are deemed to be expressed in euros and exclusive of VAT.
- 3.2. Rederij het IJ reserves the right, unless otherwise determined by a rate guarantee, to increase the agreed rates up to 30 days before the rental period in case of demonstrable significant cost increases associated with the performance of the agreement. In such a case, Rederij het IJ will propose possible revisions to limit or avoid cost increases. If the customer is unwilling to bear the increased costs or cannot reach an agreement, Rederij het IJ may dissolve the agreement with a refund of any deposits paid by the customer, minus costs already made by Rederij het IJ for the performance of the agreement.
- 3.3. The customer is required to pay deposits with the associated due dates as specified in the agreement. The number and amount of deposits depend on the reservation period. The first deposit upon reservation (see 2.7) is typically at least equal to the cancellation costs due at the time of booking (see 5.2). The final deposit, based on the definitive number of guests (see 4.2) and any adjustments to the agreement, must normally be received by Rederij het IJ 5 days before the rental period starts.
If, after the execution of the agreement, the customer still owes costs to Rederij het IJ, the customer will receive a (final) invoice within a few days after the rental period ends, detailing the remaining costs and a request for payment.
- 3.4. The customer is required to make payments resulting from the agreement within 14 days of the invoice date, unless the agreement specifies a different payment term. Any complaints regarding an invoice must be received by Rederij het IJ within 7 days before the agreed payment term expires. Complaints regarding the execution of the agreement, which may be the basis for any such claim, will generally only be considered if the complaints were made known directly and on-site to the competent personnel (so that, if possible, corrective actions could have been taken on-site).
- 3.5. The agreed amounts shall be paid in Euros, without any deduction of costs, discounts, or offsetting of debts, without suspension due to alleged or actual non-performance, and without the customer being allowed to block his payment obligation by seizing himself or otherwise. The customer hereby expressly waives the right to compensation.
- 3.6. In the event of late payment of any amount owed by the customer to Rederij het IJ, the customer is at fault by the mere fact of late or incomplete payment, without the need for any notice of default, in which case the customer owes a delay interest of 2% for each month or part of a month that payment is overdue.

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- 3.7. All costs incurred by Rederij het IJ to collect the amounts owed by the customer, both legal and extrajudicial, are to be borne by the customer. The extrajudicial collection costs amount to at least 15% of the amount claimed, with a minimum of €250,--.
- 3.8 If, through no fault of the shipping company, the transport or use of the ship takes longer than planned, Rederij het IJ is entitled to receive additional payment from the customer for the sailing fee/reservation value in proportion to the original sailing fee/reservation value.
- 3.8. If the customer requests the shipping company to upload the invoice(s) into the customer's own administrative software, such as Coupa, Rederij het IJ will charge €100 excluding VAT per invoice as administrative fees.

4. More and fewer persons

- 4.1. The customer is obligated to pay Rederij het IJ the costs associated with providing services for the number of guests specified by the customer in the agreement, even if the customer's group turns out to consist of fewer persons than indicated, except in the case outlined in 4.2.
- 4.2. The customer is entitled to notify Rederij het IJ of any changes in the number of guests starting from the moment of reservation. Once Rederij het IJ confirms the change in numbers, the agreement is considered to be adjusted. The customer must, no later than 14 days before the start of the rental period, provide Rederij het IJ with the correct number of guests by email if this number differs from what is stated in the (interim adjusted) agreement; this is referred to as the "final guest count." Any additional costs for a higher number of guests will be charged to the customer. If the number of guests is reduced, the corresponding reduction in costs will also be deducted from the amount owed by the customer, with the understanding that this guest count may only be 10% lower than the number of guests in the (interim adjusted) agreement, unless otherwise specified or if a minimum amount of guests has been agreed upon. If the difference between the number of guests in the (interim adjusted) agreement and the final guest count exceeds 10%, a cancellation fee will be charged for the "excess canceled guests," calculated according to the cancellation fee formula for costs provided in section 5.2. Within the 14-day period before the start of the rental period, the number of guests can only be adjusted upward in consultation with Rederij het IJ, provided that the total number of guests does not exceed the maximum allowed capacity of the booked ship.
- 4.3. If the customer's group ultimately consists of more persons during the rental period than indicated, Rederij het IJ is entitled to charge the customer for the provision of these extra guests. In the case of fewer attendees than indicated, the customer cannot claim a reduction in costs or any other form of compensation.

5. Cancellation by customer

- 5.1. Cancellation of the agreement must be done by the customer via email, with the date of receipt by Rederij het IJ considered as the cancellation date. Rederij het IJ must confirm the cancellation by email, stating the cancellation fees owed by the customer. The customer is free to take care for their own cancellation insurance.
- 5.2. The cancellation fees, regardless of the reason for cancellation and without prejudice to Rederij het IJ's right to claim further damages from the customer, consist of: a) The costs owed by Rederij het IJ to third parties for the execution of the agreement, such as booking agents, entertainment, port and hotel reservations, plus an additional 10% administrative fee; b) The costs already incurred by Rederij het IJ at the time of cancellation, such as travel and transportation or contributions to the SAIL event; c) A percentage of the reservation value (i.e., the total agreed sailing price and the catering revenue that Rederij het IJ reasonably expects to realize based on the agreement with the customer). The percentages applied for c) are based on the time remaining between the cancellation date and the start of the rental period, as follows:

Time/period before the day of departure	% of C reservation value
Up to 8 weeks	50
Up to 4 weeks	80
Within 4 weeks	90
No show	100

6. Prohibitions

Without prior permission from Rederij het IJ, the customer is not authorized to:

- a) Sublet the ship in whole or in part or to transfer its use to third parties; b) Place or allow advertisements for themselves or third parties on or around the ship, or use the ship otherwise as an advertising object. (The display of flags can be discussed with the ship's crew on-site); c) Use balloons, confetti, streamers, duct tape, Hawaiian garlands, open flames, fireworks, etc.

In the event of a breach of these prohibitions, the customer will owe Rederij het IJ an immediately payable fine of €500, without the need for formal notice. This is without prejudice to Rederij het IJ's right to claim additional damages from the customer.

7. Obligations and Liability of the Customer

- 7.1. The customer is only permitted to use the ship for purposes for which it is clearly intended, either according to the agreement or as directed by Rederij het IJ.
- 7.2. The customer is required to follow the instructions of authorized personnel on board of the ship. The customer must refrain from any behavior that may cause unsafe situations, inconvenience, or discomfort for Rederij het IJ, the customer, or third parties, both on or off the ship, upon first request from authorized personnel. The customer will indemnify Rederij het IJ if it is held liable by third parties due to the customer's actions or those of their party.
- 7.3. The customer is liable for any damage caused to the rented ship or to the property or persons of Rederij het IJ or third parties, whether intentionally or otherwise, by the customer, their guests or third parties hired by the customer.
- 7.4. Children remain the responsibility of the present parents or other guardians at all times. If guardians wish to have children permanently wear life jackets, the customer is advised to provide suitable life jackets themselves, considering the comfort of the available safety equipment on board.

8. Liability (limitation) of Rederij het IJ

- 8.1. Rederij het IJ is not liable for loss, theft, disappearance, or damage to the customer's and/or their party's property during their stay on board. To claim any compensation for damage attributed to the culpable actions of employees, the customer must immediately hold Rederij het IJ liable on site.
- 8.2. The total liability of Rederij het IJ, under any agreement it has entered into, shall in no event exceed the amount for which Rederij het IJ was required to insure itself against liability according to prevailing opinions, considering all circumstances of the case, including particularly the amount of the total agreed price and any deductible stated by Rederij het IJ in relation to the insurance it carries.
- 8.3. If, in Rederij het IJ's judgment, the voyage cannot be undertaken due to weather conditions or (safety) measures imposed by third parties, or if the agreed route cannot be followed, Rederij het IJ has the right to not proceed with the voyage or to adjust the route to avoid danger or inconvenience for the boat, crew, customer, and the party on board. In all such cases, Rederij het IJ will attempt to cooperate in finding an alternative or solution, provided that the customer reimburses all additional costs incurred and, if requested by Rederij het IJ, provides security for these costs. The customer cannot derive any rights from the use of the rented ship without sailing or from changes to the route.

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- 8.4. Rederij het IJ is not liable for damage caused by delays (from any cause occurring before, during, or after the transport) or any deviation from the agreed start and end times.
- 8.5. The rented ship and its crew comply with legal regulations. Rederij het IJ will provide the ship to the customer in good condition for the agreed period. However, Rederij het IJ is not liable to the customer or third parties if the ship cannot be used at the agreed time, or if the ship becomes entirely or partially unusable during the rental period due to causes beyond Rederij het IJ's control. If the ship cannot (on its own) sail during the agreed rental period but can be (and is) used by the customer, the customer remains liable for the full agreed rental price and the costs of any services provided, including entertainment, etc. If using (or sailing with) the ship only becomes possible with additional costs for Rederij het IJ and/or the customer (e.g., for transport to/from another embarkation/disembarkation location, or hiring a tugboat), the parties are expected to consult beforehand regarding the measures to be taken and the allocation of these additional costs. Costs incurred and/or measures taken without prior consultation are deemed to be the responsibility of the party who made the arrangements.
- 8.6. Rederij het IJ is not liable for any consequential damage to the customer or third parties if and to the extent that it cannot (fully) meet its obligations due to force majeure. This includes: sudden illness, accidents, death, and special personal circumstances of irreplaceable Rederij het IJ employees in critical positions (such as the captain), provided that Rederij het IJ cannot reasonably be expected to find substitutes. If the ship cannot be used by the customer during the agreed rental period due to these reasons, the customer will not incur any costs.
- 8.7. If services provided by third parties, such as catering and entertainment, cannot be fully or partially carried out and the shipping company is not to blame, Rederij het IJ is not liable for any consequential damage towards the customer or third parties.
- 8.8. If the rented ship unexpectedly becomes unavailable, Rederij het IJ will make efforts to provide a comparable alternative ship at similar costs. If this proves impossible, Rederij het IJ has the right to terminate the agreement, and any deposits paid by the customer will be refunded. If the unavailability of the intended ship is not due to intent or fault on the part of Rederij het IJ, no compensation can be claimed. If Rederij het IJ is not at fault and a suitable replacement ship for the customer can only be provided at additional cost, it will be determined in consultation which portion of the additional costs will be borne by the customer. If the customer cannot agree with the proposal or the additional costs, the customer may terminate the agreement free of charge.
- 8.9. Sail event. In the event of cancellation or modification of the Sail event by the Sail organization or due to (safety) measures imposed by third parties during the rental period, Article 8.3 applies. If the cancellation or modification occurs before the rental period, Rederij het IJ is not liable for any consequential damage towards the customer or third parties. If the Sail organization does not refund the already paid Sail contribution, as stated in the agreement with the customer, Rederij het IJ reserves the right to recover these costs from the customer.

9. Special Rights of Rederij het IJ and General Provisions

- 9.1. The customer agrees to the use of their name and details about the event provided in publications by Rederij het IJ, as well as the use of (video) recordings of the event in (advertising) materials by Rederij het IJ. From the moment the customer informs Rederij het IJ by email of any objection to this, Rederij het IJ will refrain from such use or cease it as soon as possible.
- 9.2. Access to the ship, as well as the boat trip, catering services, etc., may be denied by Rederij het IJ if necessary due to capacity, safety, public order, or risk of damage or nuisance. This is without prejudice to other provisions in these terms and conditions and does not affect Rederij het IJ's other rights against the customer, including its exclusion from liability for damage.
- 9.3. If the customer fails to meet, or does not timely or properly fulfill, the obligations arising from the agreement with Rederij het IJ, the customer is deemed to be in default by operation of law without the need for a formal notice of default by email.
- 9.4. In the event of the customer's default, Rederij het IJ is entitled to terminate the agreement without judicial intervention, without prejudice to Rederij het IJ's right to demand compliance from the customer and to require immediate payment of contractual fees, damages, costs, and interest, including lost profits for Rederij het IJ.