

Translated text from the original Dutch version of:

KBN GENERAL TERMS AND CONDITIONS FOR PASSENGER TRANSPORT AND

KBN CONDITIONS FOR INLAND WATERWAY TRANSPORT.

including conditions with regard to catering services

I. APPLICABILITY etc.

Article 1: Definitions

Rederij is the user of these terms and the contractual counterparty of the customer.

Customer is the contractual counterparty of the Rederij. **Guest and/or Traveler** is any person who, based on an agreement for passenger transport and/or catering services concluded between the customer and the Rederij, enjoys such services.

Agreement for passenger transport is the agreement whereby the Rederij commits, in relation to the customer, to transport one or more persons (traveler) and, if applicable, their luggage over inland waters on board a ship, whether or not according to a timetable.

Agreement for catering services is the agreement concluded between the Rederij and the customer for the provision of catering services on board a ship of the Rederij to the guest and/or traveler against a price to be paid by the customer.

Catering services include the provision of food and/or drinks and/or the provision of (hall) space and/or terrains and/or the organization of activities and events, all with the associated work and services, and all in the broadest sense of the word.

Passenger transport conditions are the Passenger Transport Conditions for inland shipping of Koninklijke Binnenvaart Nederland (KBN) as included in the General Terms and Conditions for Passenger Transport.

Travel price is the agreed price that the customer must pay for the transport and/or journey with and/or use of the ship. The travel price can be fixed or dependent on the duration or length of the journey or transport.

Luggage refers to the items that the Rederij undertakes to transport in connection with the contract for passenger transport, with the exception of items transported under a separate contract for goods. Luggage also includes carry-on luggage.

Carry-on luggage is the luggage, excluding live animals, that the passenger has with them as easily transportable, portable or hand-carried items.

Reservation value (value of the agreement) is the total of the agreed-upon fare and the catering revenue that the Rederij can reasonably expect to realize with respect to the agreement concluded with the customer.

Cancellation is the written notification by the customer to the Rederij, dated, that one or more of the agreed-upon services will not be used.

No-show is the failure of a customer and/or guest to use a service to be provided under the agreement without cancellation.

Article 2: Applicability of terms and conditions

1. These General Terms and Conditions for Passenger Shipping (Passagiersvaart) apply to all services, offers, and agreements of/with the Rederij, including agreements for passenger transport and/or catering services that the Rederij agrees to with the customer or offers for it.
2. The applicability of all other General Terms and Conditions from any third party is expressly excluded and rejected.
3. If the agreements also relate to the carriage of persons on board the ship, the Passenger Transport Conditions are additionally applicable to the transport. In case of contradiction between the Passenger Transport Conditions and these General Terms and Conditions for Passenger Shipping, the provision that is most favorable to the Rederij applies, unless it concerns a provision of mandatory law.
4. The customer shall ensure and guarantee that these General Terms and Conditions for Passenger Shipping and the Passenger Transport Conditions included therein are also applicable between the Rederij and the guest and/or traveler who is not a party to the agreement between the Rederij and the customer. The customer undertakes to provide both sets of conditions to each guest/traveler.
5. These General Terms and Conditions for Passenger Shipping and the Passenger Transport Conditions included therein can only be deviated from by written agreement with the Rederij and on a case-by-case basis.
6. Once these terms have been declared valid and applicable to a particular agreement, the latest version is deemed applicable to all subsequent agreements between the same parties, unless agreed otherwise in writing and explicitly.

Article 3: Offer, revocation, and conclusion of agreement.

1. All offers from the Rederij are without obligation and subject to "as long as stocks or capacity lasts". If the Rederij invokes the aforementioned reservation within fourteen (14) days after acceptance by the customer, the intended agreement is deemed not to have been concluded.
2. The Rederij has the right to revoke the offer within two working days after acceptance by the customer, even in cases where the offer contained a period for acceptance.
3. An agreement is only concluded when agreement has been reached on all parts of the offer, including catering services, by signing the written agreement sent by the Rederij het II to the customer.
4. When the Rederij has granted an option right to the customer (option holder), this right cannot be revoked, if another potential customer invites the Rederij to make an offer or makes an offer to conclude an agreement regarding the total or a part of the outstanding services under the option. The option holder must then be informed by the Rederij of this new offer, after which the option holder must immediately indicate whether or not he wishes to use the option right. If the option holder does not indicate that he wishes to use the option right, the option right lapses.
5. An option right can only be granted in writing.
6. The agreement for passenger transport is entered into on the condition that an agreement for catering services is concluded. If no agreement for catering services has been concluded within fourteen (14) days after the conclusion of the agreement for passenger transport, the Rederij has the right to terminate the agreement without any obligation towards the customer. In such a case, the Rederij is not obliged to continue negotiations or to pay any negotiation costs or damages.
7. Agreements entered into for (a) customer(s) by intermediaries (freight forwarders, travel agencies, etc.), whether or not in the name of their relation(s) and/or customers, are deemed to have been concluded for the account and risk of these intermediaries. The Rederij is not obliged to pay any commission or fee, however named, to intermediaries, unless explicitly agreed otherwise in writing. Full or partial payment of the amount due by the customer and/or guest will release the intermediary to the same extent.

II. SPECIAL PROVISIONS TRANSPORTATION AND CATERING SERVICES

Article 4: Payment in advance travel price

The offers and/or agreements state, among other things, the number of guests and the voyage price/reservation value, which must be paid in advance upon entering into the agreement and in any case ten (10) days before the execution of the agreement, thus must be received by the Rederij at all times before the scheduled departure date.

Article 5: Maximum number of guests allowed

The number of guests may under no circumstances be higher than the maximum number specified by the Rederij, as stated in, for example, the offer, the agreement, or other statements by the Rederij (such as on the website).

Article 6: Right of suspension Rederij

1. Non-performance, improper performance, or late performance by or on behalf of the customer of the obligations referred to in Article 4 and other obligations gives the Rederij, under all circumstances, the right to immediately suspend its obligations under the agreement(s), while maintaining all its other rights and remedies against the customer. The Rederij has, among other things, the right to refuse guests or some of them the access to the ship. The Rederij is not liable for any damage that may arise for the customer and/or the guests as a result.
2. If the Rederij exercises its right of suspension referred to in the preceding paragraph, it is entitled to full payment of the reservation value from the customer.

Article 7: Obligation of best efforts

The Rederij has an obligation of best efforts to transport the guests, with or without the agreed catering services.

Article 8: Right of Termination

1. Failure to comply with the regulations referred to in Article 20 of the Passenger Transport Conditions gives the Rederij the right to terminate the catering services agreement verbally or in writing. The termination does not affect the Rederij's right to payment of the reservation value.
2. The Rederij has the right to terminate the catering services agreement if the ship designated for the performance of the transport and/or catering services is unable to provide these services due to a technical problem, nautical incident, or otherwise. In this case, the customer is entitled to a refund of the reservation value paid in advance. The Rederij shall not be liable for any damage to the customer and/or guests.

Article 9: Alteration of transportation

1. The Rederij and/or the captain are at all times authorized to decide that:
 - a. weather conditions, or
 - b. high or low water, or
 - c. blocked shipping routes, or
 - d. similar circumstances, also those related to the ship and transportation, the voyage and/or waterway, do not allow sailing or make it necessary to change the transportation, in the broadest sense of the word, or to cancel or change the place of departure or arrival. In these cases, the Rederij is not obliged to pay any damages.
2. In all these cases, the Rederij will try to cooperate in finding an alternative or solution provided that the customer reimburses all extra costs incurred and, if requested by the Rederij, provides security for these costs.
3. It is at the discretion of the Rederij to decide whether an alternative/solution is feasible and can reasonably be executed by the Rederij.
4. The conditions of this Article also apply in the event that the Rederij and/or the captain must make one of the decisions mentioned as a result of the actions or omissions of (one of) the guests, in the event of delayed transportation caused by any reason whatsoever, and in the event that the Rederij cannot reach the place of departure or arrival agreed with the customer.
5. In the cases referred to in this Article, the Rederij retains its right to payment of the fare and, in the event of shortening or cancellation of the transportation, it has the right to payment of the reservation value, to the extent that it cannot be realized as a result.

Article 10: Rights of the Rederij in case of extended sailing

If, through no fault of the Rederij, the transportation or use of the ship takes longer than planned, the Rederij is entitled to payment from the customer of an additional fare/reservation value in proportion to the original fare/reservation value.

III. SPECIAL PROVISIONS CATERING SERVICES

Article 11: Obligations under the catering services agreement (the agreement)

1. The Rederij provides the catering services mentioned in the agreement at the specified times. This obligation does not apply if the guest does not appear punctually.
2. The Rederij is not obliged to accept or store any goods belonging to the guest.
3. The Rederij is never obliged to admit any pets of the guest and can impose conditions for admission.
4. The Rederij is obliged to provide the agreed facilities to the guest at the agreed time and to provide the agreed food and drinks in a quantity, quality, and manner customary for the Rederij. If no food or drinks have been agreed upon in advance, the Rederij will provide, upon request, what food and drinks it can provide at that time.

5. The Rederij is authorized to refrain from providing catering services or to discontinue them at any time if the guest does not behave in accordance with the standard and operation of the ship. The Rederij may make demands regarding the appearance of the guest. The guest must leave the ship upon first request.
6. After consultation with the competent authority on site, the Rederij is authorized to terminate the agreement due to well-founded fear of disruption of public order. If the Rederij exercises this right, it will not be obliged to pay any damages.
7. Whenever the Rederij mentions times and schedules in the agreement or otherwise, it concerns the delivery of catering services that will take place around those times and schedules.

Article 12: Payment in advance by customer

1. Without prejudice to other/further rights, the Rederij may inform the customer which part of the price, generally 70% of the agreed or expected turnover, must be paid in advance, which amount must be received by the Rederij at least ten (10) days before the execution of the agreement, at all times before the anticipated departure date. The provisions of Article 4, 5, and 6 shall apply mutatis mutandis.
2. The prices stated by the Rederij to the customer apply to the number of guests offered/agreed upon, without the customer being entitled to set off or reduce the total price if fewer guests are actually present.
3. The Rederij may also consider the number of fewer guests as a partial cancellation, but will not decide to do so in any case if the customer has informed them of this more than four (4) days before the travel date or the start of the execution of the agreement and/or if it concerns less than 10% of the guests.
4. The Rederij is not obliged to admit more guests than agreed upon. However, if the Rederij still admits more guests, it is entitled to an additional fee in proportion to the reservation value for the original number of guests.

Article 13: Deposit and interim payment

1. The Rederij may at any time require the customer to deposit a security deposit with the Rederij up to the amount of the reservation value minus any interim payments already made. Received security deposits shall be properly administered, shall serve solely as security for the Rederij and shall explicitly not be considered as already realized turnover.
2. The Rederij may demand interim payments for the horeca services provided.
3. The Rederij may set off against the amount deposited pursuant to the foregoing provisions any amounts owed to the Rederij by the customer for any reason whatsoever. Any excess must be refunded promptly by the Rederij to the customer.

Article 14: Turnover guarantee

If a turnover guarantee has been issued, the customer is obliged to pay the Rederij at least the amount specified in the turnover guarantee with regard to the relevant agreement(s).

Article 15: Delivered consumptions

If the delivery of catering services / consumptions is based on the issuance of tokens provided by the Rederij to the guests or on a tiered system, the basis for the number of consumptions delivered shall be the total number of tokens issued by the Rederij to the guests minus the tokens immediately returned to the Rederij after the provision of the catering services or the number of consumptions provided as shown on the turnover lists. Counting of the number of tokens is done by the Rederij, and the customer hereby agrees in advance with the accuracy of the count, which is kept in writing; subject to evidence to the contrary by the customer.

Article 16: Corkage and kitchen fee

1. The guest and/or client are only allowed to consume on board the ship beverages that are not provided by the Rederij with prior written permission. In this case, the client owes a corkage fee for each consumed bottle.
2. If the guest and/or client consumes food on board the ship that is not provided by the Rederij, the client owes a kitchen fee.
3. The amounts referred to in this article are agreed upon in advance or, in the absence of prior agreement, reasonably determined by the Rederij.

IV. GENERAL PROVISIONS

Article 17: Allowed luggage

1. The guest and/or customer is only allowed to carry hand luggage on board the ship. The hand luggage may not occupy a seat and may not cause any inconvenience.
2. Under no circumstances is it allowed to carry dangerous substances, in the broadest sense of the word.
3. The guest and/or customer is not allowed to bring anything other than hand luggage on board, unless the Rederij has given prior written permission to do so. The Rederij is never liable for damage to anything other than hand luggage. If the guest and/or customer brings or causes to bring anything other than hand luggage on board, this is done entirely at their own expense and risk.

Article 18: Lost and found

1. Objects lost or left behind on board the ship, found by the guest, must be promptly turned in to the Rederij.
2. The Rederij obtains ownership of objects of which the rightful owner has not reported to the Rederij within a year of their being turned in.
3. If the Rederij sends objects left behind by the guest, it is entirely at the expense and risk of the guest. The Rederij is never obligated to send such objects.

Article 19: Setoff

The customer waives the right to set-off.

Article 20: Settlement and payment

1. The customer is obliged to pay the price determined in the agreement or, if the agreement was concluded more than three months before the date on which the services are to be provided in accordance with that agreement, the prices applicable at the time when the services are to be provided, including the standard prices charged by the Rederij. Changes in the VAT rate will always be passed on to the customer.
2. For special services such as the use of a cloakroom, garage, safe, laundry, telephone, Wi-Fi, TV rental, etc., the Rederij may charge an additional fee.
3. If an invoice is sent for an amount lower than €150, the Rederij may also charge €15 in administrative costs.
4. The customer and/or guest/traveler are jointly and severally liable for all amounts owed to the Rederij for any reason whatsoever. None of them can invoke any privilege of execution. Unless otherwise agreed, the agreements are deemed to have been concluded on behalf of each guest/traveler. By appearing, the guest indicates that the customer was authorized to represent him in concluding the relevant agreement.
5. As long as the guest and/or customer has not fully complied with all his obligations towards the Rederij, the Rederij is entitled to take and keep all goods brought on board the ship by the guest and/or customer until the guest and/or customer has fulfilled all his obligations towards the Rederij to its satisfaction. In addition to a right of retention, the Rederij is entitled to a lien on the goods in question in the event of default.
6. If a payment method other than cash has been agreed, the customer must pay all invoices, regardless of the amount, to the Rederij within fourteen days of the invoice date. If an invoice is sent, the Rederij is always entitled to charge a credit limitation surcharge of 2% of the invoice amount, which will expire if the customer pays the invoice within fourteen days.
7. If timely payment is not made, the customer is in default without any further notice of default being required.
8. If the customer is in default, he/she shall reimburse the Rederij for all costs incurred in the collection of the debt, both judicial and extrajudicial. The extrajudicial collection costs shall be set at a minimum of 15% of the principal amount due, with a minimum of € 100, - plus the applicable VAT.

9. In addition, if the customer is in default, the customer owes an amount of interest which is 2% above the statutory interest. Part of a month is counted as a whole month when calculating the interest due.
10. If the Rederij is in possession of goods as referred to in Article 20, paragraph 5 and the customer from whom the Rederij has received the goods is in default for three months, the Rederij is entitled to sell these goods publicly or privately and to recover the proceeds. The costs associated with the sale shall also be borne by the customer, and the Rederij may also recover these costs from the proceeds of the sale. Any remaining amount after the Rederij's recovery shall be paid to the customer.
11. Each payment shall be deemed to be applied, regardless of any annotation or remark made by the customer in connection with such payment, in reduction of the customer's debt to the Rederij in the following order of priority:
 1. the costs of execution;
 2. the judicial and extrajudicial collection costs;
 3. the interest;
 4. the damages;
 5. the principal amount.
12. Payment shall be made in Dutch currency. If the Rederij accepts foreign means of payment, the prevailing market rate at the time of payment shall apply. The Rederij may charge an administration fee equal to a maximum of 10% of the amount offered in foreign currency. The Rederij may achieve this by adjusting the prevailing market rate by a maximum of 10%.
13. The Rederij is not obliged to accept checks, debit cards, and other such means of payment, and may impose conditions for acceptance of such means of payment. The same applies to other means of payment not mentioned herein.
14. If a dispute arises during settlement regarding the amount owed, or if a calculation that cannot be promptly performed is necessary to determine the amount owed, the Customer must immediately pay the portion agreed upon by the parties and provide security for payment of the disputed portion or the portion whose amount has not yet been determined.

Article 21: Customer liability for damage

1. The customer and the guest/traveler and those accompanying him/her are jointly and severally liable for all damage caused to the Rederij and/or any third party as a direct or indirect result of and/or caused by:
 - a. nonperformance (attributable failure);
 - b. tort, including but not limited to, violation of the house rules, committed by the customer and/or the guest and/or those accompanying him/her;
 - c. cancellation as referred to in article 22 of these terms and conditions;
 - d. any animal and/or any substance and/or any object of which they are the holder or which is under their supervision;
 - e. luggage of the customer and/or traveler.
2. This article applies to damage to the ship as well as to damage to the property and/or persons present therein.
3. This article also applies to damage caused by the customer and/or guest(s) or their luggage to property and/or persons that are not present on or in the ship, and if the Rederij is held liable for such damage.
4. The customer cannot rely on the guest's own liability.
5. Any repairs are at the expense of the customer, after the necessity of such repairs has been communicated to the customer by the Rederij, if possible.
6. This article is without prejudice to other/further rights, including the rights against third parties, of the Rederij.

Article 22: Cancellation by customer

1. The customer is not authorized to cancel an agreement wholly or partly unless at the same time, they irrevocably and unconditionally offer to pay the amounts specified in section 3 and 4 below. Each cancellation is deemed to include such an offer. Such an offer is deemed to have been accepted if the Rederij does not reject the offer immediately. Cancellation must be done in writing and dated. The customer cannot derive any rights from an oral cancellation.

2. If and to the extent that, at the time of cancellation by the customer in accordance with paragraph 1 of this Article, the Rederij is already obligated to pay amounts to third parties to perform the agreement, the customer must fully reimburse these amounts to the Rederij. These amounts will be deducted from the reservation value for the purpose of calculating the cancellation fee, as determined in paragraph 3 below.
3. In the case of complete cancellation, the customer must pay the following amounts to the Rederij within fourteen (14) days of invoicing:
 - a. 50% of the reservation value for cancellation up to 8 weeks before the departure date and/or the time at which services should be provided under the agreement;
 - b. 80% of the reservation value for cancellation up to 4 weeks before the departure date and/or the time at which services should be provided under the agreement;
 - c. 90% of the reservation value for cancellation within 4 weeks before the departure date and/or the time at which services should be provided under the agreement.
 - d. In the event of a no-show, the customer will in all cases be obliged to pay the reservation value. If the guest and/or customer does not appear promptly, this will be considered a no-show.
4. In the case of partial cancellation, paragraph 3 applies accordingly and the amounts determined therein must be reimbursed by the customer to the Rederij proportionally.

Article 23: Liability Rederij

1. Without prejudice to article 8 paragraph 2 above and articles 3, 4, 5 and 6 of the Passenger Transport Conditions, the Rederij is never obliged to compensate for any damages or to (re)pay any costs, including costs incurred by the customer or guest, except in cases of intent, deliberate recklessness, or gross negligence on the part of the Rederij itself.
2. In any case, the Rederij is never liable for consequential damages and/or losses.
3. Notwithstanding the foregoing, the Rederij shall never be liable to the customer for damages exceeding 75% of the reservation value.

Article 24: Force majeure

1. "Force majeure" for the Rederij, which makes it so that any resulting failure cannot be attributed to the Rederij, shall mean any foreseen or unforeseen, foreseeable or unforeseeable circumstance that makes it difficult for the Rederij to execute the agreement in such a way that execution becomes impossible or burdensome.
2. Such circumstances shall also include circumstances related to persons and/or services and/or institutions that the Rederij wishes to use when performing the agreement, as well as everything that applies to the aforementioned as force majeure or as a suspensive or dissolving condition, as well as non-performance by the aforementioned.
3. If one of the parties to the agreement is unable to comply with any obligation under the agreement, they shall notify the other party as soon as possible..

Article 25: Disclaimer

1. The customer fully indemnifies the Rederij against all claims, however named, that the guest, traveler and/or any other third party may make against the Rederij.
2. This indemnification obligation also applies if the agreement with the customer and/or guest has been terminated, in whole or in part, for any reason.

Article 26: Liability of assistants, subordinates etc.

1. These conditions also apply to all natural and legal persons that the Rederij, in the broadest sense of the word, uses or has used in concluding and/or executing the agreements or in operating its business.
2. These conditions apply in particular to all affiliated companies of the Rederij, such as parent, subsidiary, and sister companies.

Article 27: Applicable law and competent court

1. All disputes relating to these conditions, the agreement(s), and other agreements between the customer and the Rederij, as well as all disputes between the guest(s) and the Rederij, shall be decided under Dutch law by the court in Rotterdam.
2. In case of disputes concerning the interpretation of the General Terms and Conditions and Personal Transport Conditions, the Dutch text shall prevail.
3. A dispute also exists if one of the parties claims it.
4. All claims of the customer and/or guest expire after one (1) year from the moment they arise.

Article 28: Invalidity condition(s)

If one of the provisions of these terms and conditions is or becomes invalid and/or is declared null and void, the validity of the other provisions shall not be affected. In place of the invalid and/or nullified provision, a provision shall be deemed to have been agreed which, within the scope of what is legally possible, most closely approximates the intentions and spirit of the invalid and/or nullified provision.

KBN PASSENGER TRANSPORT CONDITIONS FOR INLAND SHIPPING

Article 1: Definitions

Agreement of passenger transport: the agreement in which one party (the carrier) undertakes to transport one or more persons (passengers) and their luggage, whether or not according to a timetable, on board a ship over inland waterways to another party.

Agreement of domestic passenger transport: the agreement in which one party (the carrier) undertakes to transport one or more persons (passengers) and their luggage, whether or not according to a timetable, on board a ship exclusively within the Netherlands over inland waterways to another party.

Luggage: the items that the carrier undertakes to transport in connection with the agreement of passenger transport, excluding items transported under a contract of goods transport. Luggage also includes cabin luggage, hand luggage, and live animals.

Cabin luggage: the luggage, excluding live animals, that the passenger has in their cabin, in their possession, under their supervision, or within their power.

Hand luggage: the luggage, excluding live animals, that the passenger has on or with them, which is easy to carry, portable, or hand-pulled.

Timetable: a publicly available schedule of travel options.

Carrier according to the timetable: the person who has undertaken, under an agreement with another party, to transport one or more persons (passengers) and their luggage, whether or not according to a publicly available schedule of travel options, on board a ship over inland waterways.

Article 2: Scope

1. Without prejudice to the second and third paragraphs of this article, Section 3 of Title 10 of Book 8 of the Dutch Civil Code applies to the agreement of carriage of passengers to the extent that these conditions do not deviate from it.
2. Notwithstanding paragraph 1 of this article, Section 5 of Title 2 of Book 8 of the Dutch Civil Code applies to the agreement of domestic passenger transport according to a timetable, to the extent that these conditions do not deviate from it.
3. The Regulation (EU) No 1177/2010 applies to the agreement of passenger transport according to a timetable, regardless of whether the transport takes place exclusively within the Netherlands. In the event of any conflict between these passenger transport conditions and Regulation (EU) No 1177/2010, these conditions prevail unless they conflict with mandatory provisions of the Regulation. In the latter case, the relevant provisions of the Regulation prevail.
4. Regulation (EU) No 1177/2010 does not apply to the agreement of passenger transport according to a timetable in which the carrier undertakes to carry a passenger on board a ship with a permit to carry up to 12 passengers;

- a. aboard a ship whose crew responsible for the ship's operations consists of no more than three members;
- b. aboard a ship that is not mechanically propelled, as well as an original and individual replica of a historic passenger ship designed before 1965, primarily built with original materials, and certified for the carriage of up to 36 passengers;
- c. for a total distance of less than 500 meters one way;
- d. as part of an excursion or tourist trip;

Article 3: Liability of the carrier

Onverminderd Without prejudice to Articles 4, 5, 6, 7, 8, and 9 of these terms and conditions, in the case of a passenger transport agreement, the liability of the carrier is as follows: **Liability for death or injury**

1. The carrier is liable for damages caused by death or injury to the passenger if an event that led to it occurred during transportation and to the extent that this event was caused by a circumstance that a careful carrier could have avoided or by a circumstance of which such a carrier could have prevented the consequences.
2. It is presumed that a careful carrier could have avoided the circumstance that led to shipwreck, collision, stranding, explosion, or fire, and that such a carrier could have prevented this circumstance from leading to such an event.
3. Defects or malfunctioning of the ship or of the equipment that he uses for transportation are considered to be circumstances that a careful carrier could have avoided and of which he could have prevented the consequences.
4. In applying the first paragraph of this article, account is only taken of the conduct of a third party if no other circumstance that also contributed to the event is attributable to the carrier.

Liability for cabin or hand luggage

1. The carrier is liable for damage caused by total or partial loss or damage to cabin or hand luggage, if an incident that led to this occurred during the transport and to the extent that this incident was caused by a circumstance that a careful carrier could have avoided or the consequences of which such a carrier could have prevented.
2. The second and third paragraphs of this article also apply to cabin and hand luggage.
3. When applying the fifth paragraph of this article, only the conduct of a third party is taken into account if no other circumstance that contributed to the incident is attributable to the carrier.
4. The provisions of paragraphs 5, 6, 7, and 8 of this article do not affect Articles 8:545 and 8:1006 of the Dutch Civil Code (concerning collision damage and fault of two or more ships).

Liability for luggage, other than cabin or hand luggage

1. Subject to paragraphs 5, 6, 7 and 8 of this article, the carrier is liable for damage caused by the total or partial loss or damage to baggage if an event which caused the damage occurred during carriage and to the extent that such event was caused by a circumstance which a careful carrier could not have avoided and the consequences of which he could not have prevented.

Navigation errors

2. Except as provided in paragraphs 1 through 9 of this article and article 6 of these conditions, the carrier is not liable for damage resulting from any act, omission or negligence of the master or pilot, any other member of the crew, any harbor pilot, or any other servant or agent of the carrier in the navigation or in the management of the ship.

Attempt at salvage

1. Except as provided in paragraphs 1 through 9 of this article and article 6 of these conditions, any deviation in saving or attempting to save life or property at sea, or any reasonable deviation, shall not be deemed to be an infringement or breach of these conditions or of the contract of carriage and the carrier shall not be liable for any loss or damage resulting therefrom.

Article 4: Liability of the domestic carrier according to the timetable

In deviation from article 3 of these terms and conditions, but without prejudice to articles 5, 6, 7, 8 and 9 of these terms and conditions, in case of a domestic passenger transport agreement according to a timetable, the liability of the carrier is as follows: **Liability for death or injury**

1. The carrier is liable for damage caused by the death or injury of the passenger as a result of an accident that occurred in connection with and during transport of the passenger.
2. In deviation from the first paragraph of this article, the carrier is not liable to the extent that the accident was caused by circumstances that a careful carrier could not have avoided and the consequences of which such a carrier could not have prevented.
3. Defects or malfunctions of the ship or the equipment used for the transport are considered circumstances that a careful carrier could have avoided and the consequences of which such a carrier could have prevented.
4. When applying the second paragraph of this article, only the behavior of a third party is taken into account if no other circumstance that contributed to the accident is attributable to the carrier.

Liability for hand luggage and living animals

5. The carrier is liable for damage caused by total or partial loss or damage to hand luggage, including living animals, to the extent that such loss or damage occurred during transport and was caused:
 - a. by an accident suffered by the passenger for which the carrier is responsible, or
 - b. by a circumstance that a careful carrier could have avoided or the consequences of which such a carrier could have prevented.
6. Defects or malfunctions of the ship or equipment used for transport are considered circumstances that a careful carrier could have avoided and the consequences of which such a carrier could have prevented.
7. In applying the fifth paragraph of this article, account shall only be taken of the conduct of a third party if no other circumstance that contributed to the incident is attributable to the carrier.
8. Paragraphs 5, 6 and 7 of this article do not affect articles 8:545 and 8:1006 of the Dutch Civil Code (on collision damage and the liability of two or more ships).

Liability for baggage, other than hand baggage or living animals

9. Clause 9 of article 3 of these conditions applies to the liability of the carrier for baggage, other than hand baggage and living animals.

Article 5: Liability for mobility aids or other special assistance equipment

The carrier according to the timetable, not being a carrier referred to in paragraph 4 of article 2, is liable for damage resulting from the loss of or damage to mobility aids or other special equipment used by a disabled person or a person with reduced mobility, if the event that led to the loss was due to the fault or negligence of the carrier. Fault or negligence of the carrier is assumed in case of loss caused by a maritime incident.

Article 6: No liability for coins, gold, jewelry etc.

The carrier shall not be liable in the event of loss or damage to coins, negotiable documents, gold, silver, jewelry, ornaments, works of art, or other valuable items, unless such valuable items have been entrusted to the carrier for safekeeping and the carrier has agreed to keep them secure.

Article 7: Limitation of Liability

1. The compensation for damages that the carrier may be liable for under articles 3 and 4 of these terms and conditions is limited to the amount that applies under Article 8:983 of the Dutch Civil Code or Article 8:110 of the Dutch Civil Code (for domestic scheduled transport).
2. In the event that the compensation is determined in the form of interest, the capitalized amount shall not exceed the amount referred to in paragraph 1.
3. Notwithstanding paragraph 1 of this article and paragraph 4 of article 13 of these conditions, in the event that the carrier is liable for damage or loss of luggage, such liability is limited to the value of that luggage; in the event of damage or loss of such luggage, the carrier is never liable for immaterial damage, indirect damage or consequential damage.
4. Notwithstanding paragraphs 1 and 3 of this article, the compensation that the carrier may be liable for under article 5 of these conditions shall correspond to the replacement value of the related aids or, where appropriate, the repair costs.

Article 8: Intentional act and gross negligence

An act or omission of anyone, except for the carrier itself, whether done with the intention of causing damage or recklessly and with knowledge that damage would likely result, shall not deprive the carrier of the right to rely on any exclusion or limitation of its liability.

Article 9: Delay

The carrier shall not be liable for any damage caused by delay, regardless of the cause, occurring before, during or after carriage, or by any deviation from the timetable.

Article 10: Unfamiliarity with carried items

The carrier shall not be liable for any compensation with respect to goods brought on board by the passenger which the carrier, if it had known their nature or condition, would not have allowed on board and for which it has not issued a receipt, if the passenger knew or ought to have known that the carrier would not have allowed the goods to be carried; in such a case, the passenger shall be liable for all costs and damages incurred by the carrier as a result of the presentation of the goods for carriage or their carriage.

Article 11: Liability of the passenger

Without prejudice to article 10 of these conditions, the passenger is obliged to compensate the carrier for any damage caused by him or his luggage, except to the extent that such damage is caused by a circumstance that a careful passenger could not have avoided and to the extent that such a passenger could not have prevented the consequences thereof. The passenger cannot invoke the quality or a defect of his luggage to exempt himself from his liability.

Article 12: Liability of subordinates and assistants

The exclusions or limitations of liability of the carrier and the rights granted to him under these conditions also apply to and are granted to his subordinates and all other persons used by the carrier to perform the passenger transport agreement.

Article 13: Right of claim of the passenger

1. Notwithstanding article 6:107 of the Dutch Civil Code, only the passenger himself has a right of claim for compensation in case of personal injury suffered by the passenger.
2. Notwithstanding article 6:108 of the Dutch Civil Code, only the surviving spouse, children or parents of the passenger who were accustomed to being maintained by his work have a right of claim for compensation.
3. The claims referred to in the preceding paragraphs of this article shall be valued according to the respective status and fortunes of the persons involved and the circumstances.
4. In case of loss of or damage to luggage, the claim for compensation shall be valued according to the circumstances.

Article 14: Fault of the passenger

If the carrier proves that fault or negligence of the passenger caused or contributed to the damage, the carrier's liability may be wholly or partly lifted.

Article 15: Assistants

If persons whose assistance the carrier uses in the performance of his obligation to provide services at the request of the passenger, which the carrier is not obliged to provide, they are considered to be acting on behalf of the passenger to whom they provide these services.

Article 16: Obligation of counterparty to ensure passenger is present on times

The counterparty of the carrier is obliged to compensate the carrier for any damage suffered as a result of the passenger not being present for transportation on time, for whatever reason.

Article 17: Obligation of counterparty to ensure documents are present and in order

The counterparty of the carrier is obliged to compensate the carrier for any damage suffered as a result of the documents related to the passenger, which are required for transportation from its side, not being present and in order, for whatever reason.

Article 18: Late return of passenger to the ship

1. If the passenger does not return on time after leaving the ship, the carrier can consider the agreement terminated at that time.
2. The counterparty of the carrier remains liable for the passage fees and other costs incurred by the passenger for the entire agreed transportation. In addition, the counterparty of the carrier is obliged to compensate the carrier for any damage suffered as a result of the termination.

Article 19: Refusal of access

The carrier may refuse access to the ship, waiting areas for passengers, access facilities, and/or transportation of persons and luggage without stating reasons if it is necessary in connection with capacity, safety, public order, impending damage, inconvenience, and the like, and in case of non-compliance with these conditions. In the event of a due and payable claim by the carrier against its contractual counterparty, the carrier is also entitled to refuse access.

Article 20: Compliance with regulations

1. The passenger who is in the waiting room, access facilities or on board the ship must strictly comply with the regulations and instructions issued by the government and the carrier, which are given, in particular but not exclusively, in the interests of order and safety.
2. If the regulations and instructions referred to in the first paragraph of this article are not complied with, the carrier is entitled to terminate the passenger transport agreement. Termination shall be effected by means of an oral or written notification to the carrier's counterparty or to the passenger, and the contract shall terminate at the time of the first received notification, without prejudice to the carrier's right to compensation for damages.

Article 21: Alteration of sailing schedules etc.

The carrier has the right to make changes to sailing schedules, routes, or programs at any time, without being liable for any damages, if the condition of the waterway or other circumstances related to navigation demand or justify this, particularly but not exclusively in the interest of safety.

Article 22: Prevention of commencement or execution of transport

The carrier is not liable for damages suffered by the passenger if the agreed transport is not commenced or completed. In this case, the passenger is entitled to a refund of the passage fares.

Article 23: Contractual counterparty must be responsible for passenger

To the extent that the passenger is not the contractual counterparty of the carrier, the contractual counterparty is obliged to compensate the carrier for any damages suffered by the carrier due to the passenger's failure to comply with the obligations imposed on him under these terms and conditions and the law.

Article 24: Expiry

1. Without prejudice to article 8:1753 of the Dutch Civil Code, any legal action against the carrier concerning death or injury of the passenger, or concerning cabin and hand luggage, or concerning a living animal, shall expire if the entitled party has not notified the carrier of the incident within a period of three months.
2. The period referred to in the first paragraph of this article shall begin on the day following the day of the incident or accident.

Article 25: Limitation period

1. A legal action against the carrier in respect of injury suffered by a passenger shall be time-barred after the expiry of three years, which period shall commence from the day following the date of the incident causing the injury to the passenger.
2. A legal action against the carrier in respect of the death of a passenger shall be time-barred after the expiry of three years, which period shall commence from the day following the date of the passenger's death, but not exceeding five years from the day following the date of the incident causing the injury to the passenger.
3. Without prejudice to Article 8:1750 of the Dutch Civil Code, a legal action against the carrier in respect of the carriage of cabin or hand luggage or a live animal shall be time-barred after the expiry of one year, which period shall commence from the day following the date on which the passenger left or should have left the ship.
4. Without prejudice to Article 8:1750 of the Dutch Civil Code, a legal action against the carrier in respect of the carriage of luggage, other than cabin or hand luggage or a live animal, shall be time-barred after the expiry of one year, which period shall commence from the day following the date on which such luggage was delivered or should have been delivered.

Article 26: Applicable law and competent court

1. Dutch law applies to the passenger transport agreement to which these terms and conditions apply, as well as any actions related to it.
2. All disputes arising from or related to the execution of the passenger transport agreement to which these terms and conditions apply will, to the extent that they fall within the jurisdiction of a court, be exclusively judged by the court in Rotterdam.
3. In case of disputes concerning the interpretation of the General Terms and Conditions and Personal Transport Conditions, the Dutch text shall prevail.