

GENERAL TERMS AND CONDITIONS OF BUSINESS

Article 1 Applicability

1. These General Terms and Conditions apply to Great Amsterdam Excursion Company, a trade name of Lovers Transportainment BV, registered at the Amsterdam, Chamber of Commerce no. 34105751
2. Unless explicitly otherwise agreed in writing, all our offers, supplies and agreements shall be governed by the present General Terms and Conditions of Business and shall form an integral part thereof.
3. Anyone allowed on board, or being on board whether or not without permission, shall be deemed to have perused and accept these Terms and Conditions.

Article 2 Compositions of Terms and Conditions.

1. These Terms and Conditions include (and are therefore deemed to copy word for word): The Uniforme Voorwaarden Horeca (UVH)(Uniform Terms and Conditions of Business of the Hotel and Catering Industry) of the Koninklijk Verbond in de Horeca en aanverwante Bedrijven (Royal Association of the Hotel and Catering Industry and Related Businesses), filed with the District Court of The Hague and, under number 606, with the Chamber of Commerce and Industry in that city, as worded now or in the future, or as amended and/or supplemented on details.
2. At least the following terms and conditions of the Uniforme Voorwaarden Horeca referred to above shall not apply: 2.1 last sentence, 5, 7, 9.1.6, 9.2 through 5, 18.3; 17.1, it being understood that the case provided for by that article and/or the case of corkage can arise only if the carrier has previously and explicitly expressed his approval in writing; 9.1.2 in the sense that there will always be a group of persons involved
3. In case of any inconsistency between these General Terms and Conditions of Business on the one side and the Uniforme Voorwaarden Horeca on the other, the text of these General Terms and Conditions shall apply as regards the detail concerned.

Article 3 Conclusion of agreements.

1. All our offers, whatever their form, and quotations shall be cancelled if they are not in our possession, confirmed in writing as correct, within 5 days of sending or delivery.
2. We shall be entitled to refuse any orders without reasons being given or accept them on conditions that security be given by the other party from the fulfillment of his payment obligations.
3. No agreement shall be concluded with us until we have accepted the order in writing.
4. Unless the other party has proved otherwise by registered letter within 48 hours of receipt of the confirmation of order, the confirmation of order shall be deemed to have been transmitted correctly.
5. Where appropriate, an invoice shall be regarded as equivalent to a confirmation of order.
6. Any modifications and/of further supplementary arrangements shall be binding on us only if confirmed by us in writing.

Article 4 Payment.

1. Unless otherwise agreed, payment shall be net cash on execution of the order.
2. If the invoice amount is paid by transfer, payment must be made within at most 14 days if the invoice date. In that case the invoice amount must always be increased by administrative charges amounting to € 8.--
3. The value date specified in our bank or giro statements shall be determinative and therefore be regarded as date of payment.
4. If the invoice has not been paid within the period specified in paragraph 4.2, the other party shall ipso jure be in default and interest at the rate of 1.5 per cent per month shall be due by the same on the outstanding amount as from the date the default arose. Any part of a month shall for the purposes of this provision be deemed to be full month.
5. All legal and non-legal expenses incurred shall be chargeable to the other party. Non-legal expenses shall be at

least 15 per cent of the amount due by the other party, including the above-mentioned interest.

Article 5 Cancellation.

1. If the other party wishes to cancel any agreement, we shall be entitled to charge cancellation expenses amounting to 25 per cent of the amount of the offer or, as the case may be, invoice.
2. In case of a cancellation within 48 hours before sailing, 50 percent of the full amount shall be due by the other party, and in case of cancellation within 24 hours before sailing, the full amount.
3. If part of the agreement relates to providing (hotel and) catering services, particularly catering, and/or making available 2 or more (ship's) room facilities, 50 per cent of the booking value shall be due by the other party in case of cancellation within 14 days before sailing, the full amount.
4. The booking value shall be the agreed invoice (transaction) amount plus the sales from catering services-not included in the invoice amount mentioned in article 4.2 above- which in could reasonably have been realized according to the averages customary in our firm.
5. The carrier shall offer the other party the option of taking out cancellation insurance whose premium shall not exceed 4 per cent of the total booking amount.

Article 6 means of transport.

1. For the purposes of execution of an agreement the other party shall have no claim to a specific type of ship or to any specific ship.

Article 7 Claims.

1. Any claims of whatever nature must be lodged with us by the other party within 2 hours at the most of the end of the trip of within 2 hours of the first practical chance of doing so following the end of the trip. After the expiration of this period no claims shall be accepted by us for consideration and the agreement shall be deemed to have been properly executed by us.
2. At no time shall lodging any claims release the other party from its payment obligation to us.

Article 8 Liability Towards the other party.

1. The carrier shall be liable for any loss caused by death or injury of the other party or caused by all or any part of any (cabin and hand) luggage getting lost or damaged if the event causing either by any circumstance whose consequences could have been averted by the same.
2. No Compensation shall ever be due by the carrier for any luggage or things put on board by the other party which the carrier would not have allowed on board if he had known its/their nature or condition and if the other party knew or should have known that the carrier would not have allowed such luggage or things on board.
3. Nor shall the carrier be liable in case of loss or theft of or damage to any coins, property, jewelry, personal ornaments, works of art, valuable documents or other valuables.
4. The carrier's liability, as far it extends, shall be limited to an amount or to amounts determined by Order in Council (Law Gazette 108. Order of March 11, 1991 pursuant to Section 983 of Volume 8 of the New Civil Code).
5. The compensation which may be due by the carrier for a loss caused by death or injury of the other party shall be limited to an amount, or capitalized amount, of € 136.000.-- per other party.
6. The compensation which may be due by the carrier in case of damage to luggage shall be limited to an amount of € 900.--
7. If the carrier proves that any fault or negligence of the other party has caused or contributed to a loss, the carrier may be released from his liability for such loss, either fully or partially.
8. The carrier's liability for a loss, as far as it extends, shall be limited to direct loss, to the exclusions of any indirect loss.
9. None but the other party itself shall be entitled to the right to claim compensation.
10. The carrier shall never be liable for any loss of any nature whatsoever if it was caused by any delay in sailing or delay during the trip.

Towards the carrier.

1. No such valuables as are referred to above shall be taken into custody except exclusively at the risk of the other party.
2. The other party shall be liable to compensate the carrier for any loss caused to the latter by the former or his luggage.
3. Where the other party is not the carrier's contractual other party, the contractual other party shall be liable to make good as the loss incurred by the carrier through the failure by the other party to fulfill the obligations such party is under as arising from these Terms and Conditions and the Law.

Article 9 Non-performance and force majeure.

1. The carrier shall at any time be entitled to decide there will be no sailing. This he may do on the basis of the weather conditions, high or low tide, waterways being blocked and similar circumstances relating to the ship and the carriage, or to the navigation and course of navigation. In such cases the carrier shall also be entitled to break off any trip already begun, or change the place of departure or arrival, and the carrier will be under no obligation to refund the cost of the trip to the other party and/or otherwise indemnify the same.
2. However, in all cases referred to in the previous paragraph the carrier shall give his cooperation to an alternative. If this entails extra expenses to the other party. The carrier shall be the one that determines whether there is an alternative solution.

Article 10 Supplementary provisions concerning residence

1. Access to the ship, traveler waiting rooms, entrance facilities and the like, and the carriage with capacity, safety public order, impending damage/loss, nuisance and the like.
2. The other party shall strictly observe the regulations laid down by the authorities and the carrier, especially but not exclusively those prescribed in the interest of safety and order.
3. The other party shall further, in general, refrain from any such actions as will put himself and/or any other travelers in any dangerous situation.
4. If the other party deliberately offends against the provision of the previous paragraph, the carrier shall in the interest of order and safety be entitled to refuse to let the offender (s) continue on the trip, and to remove him/them or cause him/them to be removed from the ship.
5. The above does not prejudice the other party's payment obligation and his obligation to pay the loss incidental to his removal.
6. The exclusions or limitations of the carrier's liability resulting from these Terms and Conditions and of the rights granted to the same shall likewise apply and belong to his subordinates and all persons employed in his firm.

Article 11 Actions by third parties.

1. If, at the other party's request, any services which the carrier is not required to render are rendered by any persons whose assistance is used by the carrier in the performance of the commitment arising from the carriage agreement, such persons shall be deemed to act by order of the other party to whom they render the same.

Article 12 Disputes; governing law.

1. All carriage under these Terms and Conditions, and the liability arising there from, shall exclusively be governed by the law of the Netherlands and any and all disputes relating to such carriage and these Terms and Conditions must be submitted to the District Court of Amsterdam.