GENERAL TERMS AND CONDITIONS

All services of Admiraal Heijn, established in (1013 HE) Amsterdam at Brouwersgracht 230K, are subject to the General Terms and Conditions. Filed with the Chamber of Commerce in Amsterdam under number 34368029.

1. Definitions

In These general terms and conditions:

1.1 Services: The services offered and to be provided by Admiraal Heijn within the framework of these general terms and conditions concern the offer to the other party/client of one or more cruises with one or more vessels for a number of persons as specified in the agreement concluded between the parties.

1.2 Other Party and/or Client: The party to whom Admiraal Heijn has made an offer or with whom an agreement has been entered into, as well as the persons/passengers for whose benefit the other party has entered into the agreement.

1.3 Contractor: Admiraal Heijn who, on the instructions of the client, carries out work or provides services as described above, hereinafter referred to as "Admiraal Heijn".

2. Applicability of these conditions

2.1 These terms and conditions apply to all offers and agreements of Admiraal Heijn. Unless otherwise agreed in writing, these terms and conditions are deemed to have been accepted by the other party to Admiraal Heijn. Deviation from these terms and conditions shall be subject to written confirmation by Admiraal Heijn.

2.2 Any person taking part in the cruise offered by Admiraal Heijn shall be deemed to have taken cognisance of the contents of these terms and conditions and to have agreed to them.

2.3 These general terms and conditions are deemed to be the continuing terms and conditions of Admiraal Heijn and apply to (future) follow-up and/or additional offers as well as to agreements or the conclusion and/or performance thereof.

2.4 Any general terms and conditions used by the other party are not applicable unless expressly accepted by Admiraal Heijn in writing.

2.5 Signature by Admiraal Heijn of documents of the client to which such general terms and conditions have been declared applicable does not count as written acceptance thereof by Admiraal Heijn.

3. Offers

3.1 Unless the offer explicitly states a period of validity, all offers made by Admiraal Heijn are without obligation.
3.2 Admiraal Heijn reserves the right to refuse an order without giving reasons.
3.3 In case Admiraal Heijn, at the request of the other party, has commenced the execution of an offer made by Admiraal Heijn to the relevant other party, the other party shall be deemed to have entered into an agreement with Admiraal Heijn -from the date of execution- in full accordance with the offer made by Admiraal Heijn for that purpose.

4. Conclusion and execution of the agreement:

4.1 The agreement is established by written confirmation by Admiraal Heijn to the customer that the order has been accepted or by the signing of the agreement by the other party. In urgent cases, the agreement may also be concluded verbally: in that case, the conclusion of the agreement will result from the execution by Admiraal Heijn of the given order and Admiraal Heijn will confirm the agreement in writing within 2 x 24 hours.
4.2 The customer does not have the right to transfer all or part of the agreement with Admiraal Heijn to a third party without the prior written consent of Admiraal Heijn.
4.3 Admiraal Heijn shall determine the manner in which the order is to be carried out within the limits of what has been agreed in writing between the parties.

5. Changed execution:

5.1 If, prior to or during the execution of the agreement, it appears that this or a part thereof can only be changed due to unforeseen circumstances, the party that first becomes aware of this circumstance shall enter into consultation with the other party. Admiraal Heijn will draw the other party's attention to the financial consequences.

6. Modifications:

6.1 Changes to the agreement and deviations from these general terms and conditions will only be effective if they have been agreed in writing between the parties. If changes lead to an increase or decrease in the costs, a resulting change in the price must be agreed in writing between the parties.

7. Cancellation by the other party:

7.1 The other party has the right to cancel an agreement concluded between the parties under the following conditions. Cancellation shall be effected by a written registered letter sent by the other party to Admiraal Heijn. The cancellation date shall be the date on which Admiraal Heijn receives the notice of cancellation.
7.2 If the other party cancels the agreement less than two months prior to the cruise, the agreement between the parties will be terminated on the understanding that the other party owes 15% of the total amount of Admiraal Heijn due under the agreement.
7.3 If the other party cancels the agreement less than one month before the cruise, the agreement between the parties will be terminated on the understanding that the other party owes 50% of the total amount of Admiraal Heijn due under the agreement.
7.4 If the other party cancels the agreement less than fourteen days prior to the cruise, the agreement between the parties will be terminated on the understanding that the other party owes 60% of the total amount of Admiraal Heijn due under the agreement.
7.5 In the event that the other party cancels the agreement less than seven days prior to the cruise, the agreement between the parties will be terminated with the understanding that the other party owes 75% of the total amount of Admiraal Heijn under the agreement.

7.6 If the other party cancels the agreement less than 48 hours before the cruise, the agreement between the parties will be terminated on the understanding that the other party owes 100% of the total amount of Admiraal Heijn under the agreement.

8. Payment:

8.1 Payment by the other party to Admiraal Heijn shall be made in accordance with the terms of payment stated on the invoice and/or confirmation, without any set-off or suspension for whatever reason. In the absence of such conditions, payment must be made within fourteen days of the invoice date. Payment shall be made without the client being allowed to block his payment obligation by means of seizure under his own control or otherwise. If payment is not received within the agreed period, the other party is in default.
8.2 Complaints regarding invoices must be submitted in writing to Admiraal Heijn within 8 days after the invoice date.
8.3 Admiraal Heijn reserves the right to demand payment in advance.
8.4 In case of bank payment, the date of payment shall be the day on which the payment is credited to the account of Admiraal Heijn; in case of cash payment, only the receipt issued by Admiraal Heijn shall serve as proof and time of payment.
8.5 Payment must be made within the indicated periods, failing which the other party will be in default by operation of law. From the date of default, the other party shall owe contractual interest of 6% per month, whereby part of the month shall be counted as a whole month. Furthermore, Admiraal Heijn shall be entitled to suspend the performance of the agreement and the customer shall be obliged to reimburse Admiraal Heijn for all costs, both judicial and extrajudicial, which Admiraal Heijn has to incur as a result of the non-fulfilment of its obligations.

9. Costs in case of non-payment or late payment:

9.1 All costs incurred by Admiraal Heijn to enforce its rights, including all extrajudicial and judicial costs in case an agent, lawyer or bailiff is engaged, shall be for the account of the client.
9.2 The extrajudicial costs amount to at least 15% (excluding VAT) of the amount to be claimed with a minimum of € 500 (excluding VAT) per claim. If Admiraal Heijn can demonstrate that it was reasonably forced to incur higher extrajudicial costs, these will also be for the account of the other party.
9.3 All costs related to judicial collection shall be for the account of the other party, including the costs of judicial execution.
9.4 Admiraal Heijn has the right vis-à-vis the other party, who has not paid on time, without prejudice to his other rights under the terms and conditions and/or the law:

9.4.1 demand immediate payment in respect of the other party and/or security for payment for all current agreements;
9.4.2 to suspend its performance(s), also from other agreements with the other party, without prejudice to its right to simultaneously or later claim security for payment;
9.4.3 to dissolve the agreement in question in whole or in so far as it has not been performed by a written statement from Admiraal Heijn;
9.4.4 dissolve one, more or all of the current agreements, in respect of which the other party is not in default, in whole or in so far as not executed, by a written statement from Admiraal Heijn.
9.4.5 To demand payment in one lump sum of the full amount if payment in installments has been agreed.
9.4.6 Except in case the right of dissolution has been exercised, Admiraal Heijn may at any time change its choice from the rights mentioned in this article.

10. Price:

10.1 All prices and rates are inclusive of VAT but exclusive of entertainment fee and any other levies imposed by the government. All prices are based on the circumstances prevailing at the time of the conclusion of the agreement. If these circumstances change after the conclusion of the agreement, Admiraal Heijn is entitled to increase or decrease the agreed prices by the amount by which its costs have been increased or decreased. These circumstances include: taxes at home or abroad, changes in wages, prices and exchange rates.

11. Confidential information:

11.1 Parties mutually undertake to maintain the confidentiality of confidential information of the other party. Each party shall take all reasonable precautions to comply with this obligation to the best of its ability.

12. Cooperation from the other party:

12.1 The client will always provide Admiraal Heijn with all necessary information in a timely manner.
12.2 If information necessary for the performance of the agreement is not available to Admiraal Heijn or is not made available to Admiraal Heijn in time or in accordance with the arrangements, or if the other party fails to fulfil his obligations towards Admiraal Heijn in any other way, this may lead to suspension of the performance of the obligations of Admiraal Heijn and additional costs may be charged to the other party. 12.3 The other party must immediately follow the instructions of (the employees of) Admiraal Heijn. Access to the boat and jetties can be refused by Admiraal Heijn without giving reasons, if this is deemed necessary in connection with, among other things, safety and public order.
12.4 It is not possible to deviate from the starting time of the cruise. The boat departs at the agreed time. The late arrival of (part of) the passengers is at the expense and risk of the other party. At the explicit request of the other party, to be confirmed in writing at that time, it is possible to wait until all passengers are present. Deviations from the agreed departure time are entirely at the expense and risk of the other party. The duration of the cruise will then be shortened as much as the delay has lasted. Other parts of the cruise can be changed / shortened as a result of this delay or be completely cancelled.

13. Complaints:

13.1 Complaints are understood to mean all grievances of the other party with regard to the execution of the agreement by Admiraal Heijn.
13.2 Complaints can only be asserted if they are submitted in writing and substantiated within 5 working days after the services/performances provided by Admiraal Heijn, without prejudice to the provisions of the following articles.
13.3 Minor deviations in or in the execution of the agreement deemed permissible in daily traffic cannot constitute grounds for complaints. Submitting a complaint does not suspend the other party's payment obligation.
13.4 If the client has not filed a complaint within the aforementioned periods, the client will be deemed to have approved the services provided and/or the invoices. In the absence of such notification, all claims of the other party will lapse.

14. Liability for damages:

14.1 Admiraal Heijn is not liable for damages resulting from a defective or untimely execution of the agreement, nor is it liable for any other, direct and/or indirect damages, including injuries (damage), of the other party, unless such damages are due to gross negligence, recklessness or intent.
14.2 In all cases where Admiraal Heijn is obliged to pay any damages, these will in no case exceed the amount of the amounts invoiced and billable by Admiraal Heijn to the client under the relevant agreement (excluding VAT).
14.3 After the complaint period as referred to in Article 13, Admiraal Heijn will no longer be liable for its shortcomings, unless there is a guarantee agreed upon in writing.
14.4 Admiraal Heijn expressly excludes any liability to any person for whom Admiraal Heijn is responsible or liable in any way, including third parties engaged by Admiraal Heijn in the provision of services.
14.5 The other party's legal claim for compensation of its loss shall lapse and shall therefore not be admissible if it is brought after the expiry of one year after the performance of the agreement in question.
14.6 The other party indemnifies Admiraal Heijn for damages that third parties may suffer in the performance of the agreement between the parties.
14.7 The other party is responsible and liable for the behaviour of the passengers it brings on board. The other party shall take out the necessary insurances at its own risk.
14.8 The other party is liable for the loss and/or damage of property and possessions of Admiraal Heijn for whatever reason. The other party is also liable for damage caused by the passengers to the personnel or property and possessions of the personnel of Admiraal Heijn as well as the third parties engaged by it, unless there is gross negligence on the part of the persons concerned.

15. Force majeure:

15.1 None of the parties is obliged to comply with any obligation if it is prevented from doing so as a result of a circumstance that is not due to his fault, nor is it for his account by virtue of law, legal act or generally accepted views, such as storm damage, natural disasters, obstruction by third parties, obstructive measures by any government, war, strike, fire, malfunctions and accidents in the business of third parties, as well as shortcomings or force majeure of suppliers or third parties whose services Admiraal Heijn uses.
15.2 In the event of force majeure or other circumstances of such a nature that in all reasonableness and fairness (further) performance of the agreement cannot be demanded, the performance of the agreement will be suspended or, if such a suspension has lasted at least continuously for three months or as soon as it has been established that it will last longer than three months, the other party may terminate the agreement in whole or in part with immediate effect without judicial intervention by means of a registered letter sent to one of the parties. This right of termination shall lapse if, before this right has been exercised, the obligation, compliance with which was temporarily prevented by force majeure, is still fulfilled.
15.3 In case of termination of the agreement due to force majeure, the obligations under the agreement shall terminate, provided that if Admiraal Heijn has already partially fulfilled the agreement, the other party shall owe Admiraal Heijn a proportional part of the agreed price.
15.4 In the event of force majeure, the parties cannot claim compensation from each other.

16. Suspension and termination:

16.1 If, in the opinion of Admiraal Heijn, the creditworthiness of the other party so warrants, Admiraal Heijn may at any time require further security or prepayment, failing which Admiraal Heijn will be entitled to suspend the performance of the agreement.

16.2 In the event that the other party fails to meet one or more of his obligations, fails to meet them on time or properly, applies for suspension of payment, is declared bankrupt, his assets are seized in whole or in part and/or the other party loses all or part of his assets, Admiraal Heijn has the right to suspend the execution of the agreement or to dissolve the agreement by means of a written statement, all this at its discretion and without prejudice to any right it may have to compensation for damages, costs and interest.

16.3 In the event that Admiraal Heijn makes use of its power to suspend the performance of the agreement as mentioned in the preceding paragraph, this shall not affect the obligation of the other party to pay the fee agreed upon with Admiraal Heijn during the period that Admiraal Heijn has suspended the performance of its obligations.

16.4 An agreement can only be dissolved by the other party in the event that Admiraal Heijn, after proper written notice of default giving it a reasonable period of time to meet its obligations, continues to fail imputably to meet its obligations under the agreement in such a way that the other party cannot reasonably be required to maintain the agreement.

16.5 In case the agreement is terminated by Admiraal Heijn due to breach of contract by the other party, Admiraal Heijn retains the right to payment of the full agreed price.

16.6 Dissolution can only take place by registered letter to the other party; judicial intervention is not required.

16.7 If, at the time of termination of the agreement, the other party had already received performances for the performance of the agreement, he can only partially terminate the agreement and only for that part that has not yet been performed by Admiraal Heijn. Amounts invoiced by Admiraal Heijn prior to dissolution in connection with what it has already carried out or delivered in performance of the agreement will remain due and payable immediately at the time of dissolution.

17. Evidence:

17.1 Subject to evidence to the contrary, the administrative data of Admiraal Heijn are decisive with regard to agreements to which these terms and conditions apply and the resulting agreements.

18. Applicable law and disputes:

18.1 These general terms and conditions and all agreements entered into by Admiraal Heijn based thereon are governed by Dutch law. All disputes that may arise in relation to the interpretation or execution of these terms and conditions or agreements will exclusively be submitted to the competent court in Amsterdam, the Netherlands.

Amsterdam, October 2026
Admiraal Heijn