

## GENERAL TERMS AND CONDITIONS PURE BOATS

### Article 1 Definitions

1. Pure Boats B.V., having its registered office in Amsterdam, the Netherlands, Chamber of Commerce number 67916759, is referred to in these general terms and conditions as supplier.
2. The other party is referred to in these general terms and conditions as a guest.
3. 3. The agreement is understood to mean the agreement of the assignment on the basis of which the supplier, against payment of fees and costs, carries out work for the guest and whereby the general terms and conditions have been declared applicable.

### Article 2 Applicability of General Terms and Conditions

1. These terms and conditions apply to all offers, invoices, work, agreements and the provision of services by or on behalf of the provider to which it has declared these terms and conditions applicable, insofar as these terms and conditions have not been expressly deviated from in writing.
2. The most recently sent version of these general terms and conditions shall always apply.
3. In the event that one or more provisions of these general terms and conditions are wholly or partially null and void or should be annulled at any time, the remaining provisions of these general terms and conditions shall remain fully applicable.
4. The Supplier shall have the right to amend these Conditions unilaterally if it deems it necessary.

### Article 3 Offers and registrations

1. The Supplier may not be held to its offer if the Guest could reasonably understand that the offer, or any part thereof, contains an obvious mistake or error in writing.
2. Registrations for a cruise may be made on the same day as departure, unless otherwise indicated.
3. Minors can only participate in a trip when accompanied.
4. Private cruises can be booked online or via email. In this case an offer will be sent. From the moment of acceptance of the offer by the guest, the agreement and related payment obligation will be established.
5. Guests will receive a booking confirmation by email as soon as possible after payment.

### Article 4 Prices and payments

1. The agreement is entered into for a definite period of time, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
2. The prices stated are inclusive of VAT, unless explicitly stated otherwise. The stated prices include a standard package in case of shared cruises. Any additional options, such as a host, can be added and paid for separately.
3. Provider is entitled to charge a surcharge for custom pick-up and drop-off locations. It is also entitled to charge a corkage fee when guests wish to bring their own drinks and snacks.
4. If deemed necessary, additional cleaning costs may be charged. These costs will be invoiced according to the time needed to clean the boat with a minimum of 1 hour.
5. The prices agreed upon at the time of entering into the agreement are based on the price level applied at that time. The Supplier shall be entitled to adjust the fees annually as of 1

January, or when circumstances so require. Adjusted rates shall be communicated to the guest as soon as possible.

6. Payment must be made after booking. Only after payment of the total amount will the booking be confirmed.

#### Article 5 Provision of information to the guest

1. Guests shall make all information relevant to the execution of the order available to the Provider in a timely manner.

In case of a private cruise, the number of guests shall be notified to the Provider at least 24 hours in advance so that the cruise can be appropriately arranged. Additional guests after these 24 hours may not be able to be accommodated.

2. Guests are responsible for the correctness, completeness and reliability of the information provided, even if it originates from third parties. Provider will treat the data confidentially.

3. The Guest shall indemnify the Supplier against any damage resulting from non-compliance with the provisions of this Article.

#### Article 6 Modification and cancellation of the agreement

1. In case of cancellation of a cruise by the guest, in case of unforeseen circumstances - these are solely at the discretion of the Provider - an attempt will be made to reschedule the trip.

2. The following cancellation conditions shall apply for a **private cruise**: in the event of written cancellation after receipt of a booking confirmation, the following cancellation costs shall be charged;

in the event of cancellation up to 6 weeks before commencement, 10% of the total costs shall be charged;

cancellation between 6 and 2 weeks before commencement shall result in payment of 25% of the total price;

in the event of cancellation between 2 and 1 week before the trip, 50% of the costs shall be charged;

in the event of cancellation between 7 and 2 calendar days before commencement, 75% of the total price shall be charged

cancellation within 48 hours before commencement shall result in payment of the full amount.

3. The following cancellation conditions shall apply for a **small group tour/ shared cruise**: in the event of written cancellation after receipt of a booking confirmation tickets will be fully refunded up to 48 hrs before the start of the cruise.

4. In case of the request to change a date of a private cruise this can be rebooked without a fee when the cruising date is a minimum 1 month away from the date the rebooking is requested. If the rebooking is requested within 1 month of the cruising date a rebooking fee of €100 is charged + costs to cover the captain's time.

All bookings are subject to availability, at the discretion of the provider and might additionally incur the fees as mentioned in article 6.2

5. In case of a request to change the date of a **small group tour/ shared cruise** within

48hrs before the start of the cruise, 1 ticket can be rebooked free of charge, other purchased tickets will have to be paid for again.

3. The tour may be transferred if the guest is unable to attend. The guest must report the new information to the Provider in good time, but maximum 48hrs before the start of the cruise.

4. In case of extreme weather conditions that make it unsafe to sail, such as violent storms and thunderstorms, the tour will be cancelled. If it is not possible in consultation to come to another date, the full amount paid will be refunded.

5. Rain and cold are not a valid reason for cancellation by both parties.

6. Provider is entitled to cancel a shared trip when the minimum of 3 guests has not been reached. Guests will be informed of this no later than 4 hours prior to the trip and a suitable solution will be jointly sought.

#### Article 7 Execution of the agreement

1. A boat can only be rented with a Pure Boats approved captain.

2. Participation in the trip is at your own risk. Provider and his captains will protect the safety of the guest as much as possible.

3. The boats are not wheelchair accessible. However, if indicated in good time, space can be kept free for a folded wheelchair or pushchair.

4. Guests are expected to behave calmly during the trip. Undesirable behaviour can result in the end of the trip without refund of the amount already paid. Provider also reserves the right to refuse guests at the start of the trip.

5. The guest is expected to follow the instructions of the captain at all times.

6. Guests shall not be permitted to smoke on board during shared trips. Pets are also not desired on shared trips. Eating food and drinks shall be permitted, provided that this is notified in advance to the Provider and when corkage fees are paid in accordance with Article 4.3.

7. Private trips are only possible with a minimum duration of 1.5 hours.

8. The Provider shall not be responsible for the late appearance of a guest. The agreed duration of the trip shall start from the agreed starting time. In case of a shared cruise a waiting time of maximum 10 minutes at the quay will be applied.

9. A booked boat can be replaced by another boat at any time if the booked boat is unavailable for any reason. In addition, the Provider has the right to change the boarding and disembarkation location if it deems this necessary.

10. The start time of a trip can change by up to 60 minutes if the provider deems necessary. The duration of the trip will not change in such a case.

#### Article 8 Liability for damage

1. The Supplier shall not be liable for any damage arising under this Agreement, unless such damage was caused intentionally or with gross negligence. Participation in the trip is at your own risk.

2. The Provider shall not be liable for damage caused by incorrect or incomplete information provided by or on behalf of the Guest.

3. The Provider cannot be held liable if the Guest has not followed the instructions of the organisation or captain.

4. The Provider shall not be liable for theft, loss or damage to personal property during the trip.
5. Provider is not liable for inability to sail due to force majeure.
6. If a guest damages material of the Provider during a trip, the guest is obliged to compensate the assessed value.
6. In the event that the Supplier is liable to pay compensation to the Guest, the damage shall not exceed the amount paid out under the liability insurance or the amount invoiced by the Supplier.
7. The Guest shall indemnify the Provider against all claims from third parties relating to the services provided by the Provider.

#### Article 9 Complaints

1. The guest is obliged to voice complaints about invoices and/or the work carried out and services provided known to the provider within 48 hours after the complaint has arisen.
2. If a defect is reported later, the guest will no longer have an absolute right to repair, replacement or compensation.
3. Submitting a complaint does not suspend the payment obligation.

#### Article 10 Intellectual property

1. Unless otherwise agreed in writing, the provider retains all intellectual absolute rights, including copyright, to all data, information provided, quotations, routes, etc.
2. The said intellectual rights may not be copied, shown to third parties, made available, resold or otherwise used without the written consent of the provider.

#### Article 11 Dispute resolution

1. These general terms and conditions shall be governed by Dutch law.
2. The parties will only appeal to the court after they have made every effort to settle a dispute in mutual consultation. Disputes will only be settled in the district in which the provider is established.
3. Contrary to the statutory limitation periods, the limitation period for all claims and defences against the Provider and third parties involved is 12 months.