

# General Terms & Conditions

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GENERAL TERMS AND CONDITIONS OF:  
PURE BOATS B.V., VAN BOSSESTRAAT 58-1 (1051 KA) AMSTERDAM  
(KvK nr. 67916759)

## Article 1 Definitions

1. In these terms and conditions the hereinafter mentioned expressions will be used in the following meaning, unless explicitly otherwise indicated.

Pure Boats B.V.: the user of these terms and conditions.

Customer: the other party.

## Article 2 General

1. These general terms and conditions apply to all offers, quotations and agreements between Pure Boats B.V. and a Customer to which Pure Boats B.V. has declared these general terms and conditions applicable, as far as from these general terms and conditions hasn't been deviated by parties explicitly and in writing.

2. Any deviations from these general terms and conditions are only applicable if and when they are agreed in writing.

3. No general terms of purchase, nor any other terms or conditions put forward by the Customer are applicable.

4. If any of the conditions in these general terms and conditions of Pure Boats B.V. is null and void or becomes nullified, the remaining conditions will remain in full force. Pure Boats B.V. and Customer will then confer with each other in order to agree upon new conditions in substitution of the null and/or nullified conditions, in which the purpose and intent of the original condition will be complied with as much as possible.

## Article 3 Offers and quotations

All offers are free of engagement, unless the offer mentions a term of acceptance.

2. Quotations made by Pure Boats B.V. are free of engagement; they are valid for 14 days, unless otherwise indicated. Pure Boats B.V. is only bound by the quotations if and when their acceptance by the Customer is confirmed in writing within 14 days, unless otherwise indicated.

3. Offers and quotations don't automatically apply to future orders.

## Article 4 Implementation of the agreement

Weather conditions (hard storm and/or floating ice and/or high water) which obstruct and/or block the round trip apply as resolute condition for all round trips. Whether there are such weather conditions, lies within the discretion of the captain on duty.

2. Pure Boats B.V. is entitled to remove passengers who misbehave or are under the influence of alcohol.

3. Customer shall follow all instructions given by Pure Boats B.V. or its employees strict and without delay. Access to vessels can be refused without reason given if and when this is considered necessary by Pure Boats B.V., for example in connection with capacity, safety, public order, imminent damage or hindrance.

## Article 5 Delay

If the Customer isn't present at the agreed time, additional costs made by Pure Boats B.V. will be charged on to the Customer.

2. In case of exceeding of the departure time the first fifteen minutes are at the expense of Pure Boats B.V.. For any further fifteen minutes delay or part thereof the Customer shall pay additional sailing time and additional costs for attendants, guides and other crew members.

3. Large delays caused by the Customer can result in the cancellation of (parts of) the program, without any right to repayment for the Customer.

## Article 6 Payment

On signing the agreement the Customer shall pay 100% of the total amount due, at a Minimum of € 100,-. The total amount shall be paid preceding one day before the round trip either cash or by bank transfer or by electronic payment to Pure Boats B.V..

2. If the down payment isn't effected in time, Pure Boats B.V. is entitled to annul the agreement without judicial intervention or proof of default, without the Customer being entitled to any compensation on that account. All this without prejudice to the rights of Pure Boats B.V..
3. Any collecting fees shall be made fully at the expense of the Customer.

### **Article 7 Catering**

On board catering will be exclusively taken care of by Pure Boats B.V. itself, unless explicitly otherwise agreed between Pure Boats B.V. and Customer.

2. Customer is obliged to pay the catering costs, as far as they haven't been included in the quotation yet, within 14 days after the date of the invoice to Pure Boats B.V..
3. If the Customer doesn't comply with his payment obligations within 14 days, the Customer is in default without serving notice and that which the Customer is indebted to Pure Boats B.V., will be increased with legal interests and non-legal expenses. These non-legal expenses add up to 15% of the amount of the invoice, at a Minimum of € 115,-.

### **Article 8 Cancellation by the Customer**

In case of cancellation after the final confirmation Customer is at all times obliged to pay € 25,- of administration costs.

2. In case of cancellation 6 weeks before the date of the round trip Customer is obliged to pay 10% of the total amount.
3. In case of cancellation 6 to 2 weeks before the date of the round trip Customer is obliged to pay 25% of the total amount.
4. In case of cancellation 2 to 1 week before the date of the round trip Customer is obliged to pay 50% of the total amount.
5. In case of cancellation 7 to 2 days before the date of the round trip Customer is obliged to pay 75% of the total amount.
6. In case of cancellation within 48 hours before the date of the round trip Customer is obliged to pay 100% of the total amount.
7. Cancellation can only be done in writing.

### **Article 9 Partial cancellation**

1. Diminution of the number of passengers or otherwise alteration of the contents of the agreement has to be done in writing.
2. A diminution of the number of passengers with a maximum margin of 10% of the original number of passengers can be introduced free of charges-48 hours prior to the round trip. After the aforementioned time the last known size of the group applies.
3. In case of diminution of the number of passengers of more than 10% the cancellation conditions of article 8 apply.
4. For additional passengers who aren't introduced 48 hours before the round trip an additional price in fairness will be charged. The captain on duty decides on the admittance of additional passengers when the number of passengers indicated in the quotation is being exceeded.

### **Article 10 Liability of Pure Boats B.V.**

Pure Boats B.V. does not accept liability for loss of and/or damage to belongings of the Customer. The Customer takes aboard all of his or her belongings fully at his or her own risk.

2. Pure Boats B.V. does not accept liability for loss as a result of death or injury of the Customer, except for loss caused by intent or gross negligence on the part of Pure Boats B.V..
3. Pure Boats B.V. does not accept liability for injury of persons or damage to belongings caused when entering the landing stage or the round trip vessel. The Customer enters the landing stage and round trip vessel fully at his or her own risk.
4. Pure Boats B.V. does not accept liability for loss due to delay at departure or delay during the round trip.
5. Pure Boats B.V. does not accept liability for indirect or consequential loss.
6. Notwithstanding the previous sections of this article 10, the liability of Pure Boats B.V. is at all times limited to the amount that is paid out under the insurance policy of Pure Boats B.V..
7. As far as Pure Boats B.V. should happen to be liable for any loss which isn't paid out under the insurance policy of Pure Boats B.V., the liability of Pure Boats B.V. is at all times limited to the amount of the invoice.

**Article 11 Liability of the Customer**

The Customer is liable for damage to the belongings of Pure Boats B.V. or any third-party caused by the Customer.

2. The Customer is liable for loss suffered by Pure Boats B.V. and for injury of the employees of Pure Boats B.V. caused by the Customer or his or her luggage.
3. All activities organised by Pure Boats B.V. occur fully at the Customer's own risk.
4. The Customer indemnifies Pure Boats B.V. against third-party liability.

**Article 12 Complaints**

Any complaints have to be filed in writing at the latest within 2 days after the round trip.

2. Complaints that aren't being filed in writing or aren't being filed within 2 days after the round trip, will not be dealt with.
3. Contrary to the previous sections of this article 12, any complaints about the catering should be mentioned on the evening itself and explicitly to the present attendants.

**Article 13 Applicable law**

1. Dutch law is exclusively applicable to these terms and conditions and to all agreements made under these terms and conditions.
2. Any dispute that may arise from these terms and conditions and/or agreements made under these terms and conditions will be exclusively brought to the competent court in the district of Amsterdam.

**Article 14 Safety**

1. At all times Customer must follow up instructions given by the captain.
2. If instructions are ignored, Pure Boats B.V. has the right to break off the cruise, this all without restitution of payment.