

## TRAVEL CONDITIONS 2016 ZEILEN MET MAE WEST

### 1. Definitions

In these conditions shall be understood under "":

“Provider”: ZEILEN MET MAE WEST, the owner of the ship.

"the Travel Contract" means any contract between the Provider and the Traveller, as well as any amendment or addition to it, where the Provider obliges to the Traveller transport aboard his ship, and to which these terms and conditions apply.

“Traveller ”: a person who participates in all actions on board with whom Provider closes a Travel Contract at a Travel Fee.

“the Vessel”: the vessel on which the sailing trip, as mentioned in the Travel Contract, will take place.

“the Travel Fee”: the Travel Fee as indicated in the contract.

“Cancellation”: dissolution without retroactive effect.

“the Conditions”: these Travel Conditions 2016.

“Those on board”: individuals aboard the vessel, including, but not limited to, members of the crew and the Traveller.

“BW”: the Netherlands Civil Code.

### 2. Applicability

The Conditions are applicable to the legal relationship between Provider and the Traveller arising from, or related to, the Travel contract. The Conditions may only be deviated from in writing. The Dutch text of the Conditions shall prevail over any translations thereof.

### 3. Character of the agreement

Provider is obliged to transport the Traveller and his luggage aboard the Vessel exclusively by sea. Provider shall thereby place the Vessel completely (and with crew) at the disposal of the Traveller.

Transportation by sea and inland waterways aboard the Vessel, which sails both waters, shall be regarded as transportation by sea.

Transportation by sea comprises:

a. with regard to individuals or their luggage the time that the Traveller or his luggage remains aboard the vessel, the time of embarkation or disembarkation, including the time that the Traveller or his luggage shall be transported by water between quay and vessel or between vessel and quay, if the cost hereof is included in the travel fee, or the vessel carrying out this auxiliary transportation shall be placed by Provider at the disposal of the Traveller. Transportation by sea does not, however, comprise the time that the Traveller shall remain in a terminal building, on a quay or any other harbour installation;

b. with regard to luggage moreover, the time that the Traveller shall remain in a terminal building, on a quay or any other harbour installation, if the luggage has been taken into custody by Provider and not yet returned to the Traveller.

Transportation by sea does not comprise residence of the Traveller aboard other

vessels or ashore during self-chosen expeditions of any sort or nature.

At no time should the agreement between Provider and the Traveller be conceived of as a travel agreement in the sense of the Guideline 90/314/EEG of art. 7:500 et seq. BW.

### 3. Duration of the agreement

Provider shall place the vessel at the Traveller's disposal for a voyage beginning at the place and the date as indicated in the agreement, and ending at the place and the date as indicated in the agreement.

### 4. The Vessel

Provider shall take reasonable care to provide the Vessel on the agreed date in clean condition and seaworthy, sufficiently manned, equipped and supplied for the execution of the agreed travel in compliance with the usual standards in the sector.

### 5. The captain

The captain shall sail the vessel. He shall exercise authority over all those on board. During the voyage the captain shall have complete control of the vessel, he shall be in charge of all actions with regard to the vessel. The captain shall have complete freedom to act as he thinks fit, including but not limited to, actions that the captain considers necessary or desirable for the safety of the vessel or to assure the comfort of the Travellers, to comply with local law or with the laws of the flag state, to conserve the environment or to maintain order and decency aboard the vessel. Provider and the captain are entitled, at their own discretion, and without incurring any form of liability, to refuse embarkation or transportation or disembarkation during any part of the voyage or to order any of those on board, whom in their judgement constitute a danger to the vessel or to themselves, who are insufficiently fit to travel, or anyone who endangers the health, the safety or the welfare of the other persons on board.

### 6. Travel fee

The Traveller is obliged to timely payment of the travel fee, which may or may not be payment in instalments to Provider.

Provider has the right to increase the Travel Fee up to 20 days prior to the date of boarding, in relation to far-reaching changes of the costs of execution of the voyage. The Traveller shall have in that case the right to cancel the Travel contract, however at most within 10 days of receipt of such notification.

After a valid cancellation by the Traveller on these grounds, Provider shall return any (portions of the) Travel Fee already paid by the Traveller.

Provider is not liable for any sort of damage to the Traveller arising as a result of far-reaching changes of the costs of execution of the voyage, unless and insofar as the damage has arisen from an action or negligence of Provider, or intentionally caused damage, or recklessly and with the knowledge that damage would probably result.

7. Without prejudice to the liability of the Provider under par 18 the Traveller takes part in all actions on board for own and accepts the risks arising from sailing on sea, including but not limited to seasickness, slipping, fall over board, physical injuries and injuries, hypothermia, toxic sea-creatures, danger of drowning and being ill out of the reach of immediate specialist assistance and evacuation.

#### 8. Obligations of the Traveller

The Traveller shall respect all applicable laws and regulations with regard to package tours of all countries involved in the voyage, package holidays and circular package tours, including but not limited to, laws and regulation with regard to customs and the exchange of currency.

The Traveller will act decently and will be obliged to promptly follow up the directions and instructions of the crew and the captain, failing this the Traveller is liable for all the resulting consequences.

#### 9. Travel documents and health declaration

The Traveller shall guarantee that every Traveller/he is in possession of a passport (minimum 6 months valid at commencement of the voyage), and when necessary a visa which are valid and necessary for the duration and the route of the agreed voyage and shall be provided with any other necessary document to visit the agreed port(s) of call or to embark or to disembark at the agreed locations of embarkation or disembarkation.

By signing this contract Traveller also confirms that every Traveller/he is in good health, and does not suffer from epileptics, diabetes, heart diseases or any other disease that is only under control thanks to consequent use of medicines.

Traveller also agrees to keep Provider updated on medical details and use of medicines.

#### 10. Luggage and undesirable items

Without the expressly requested and received permission from Provider are not allowed on board: contraband, illicit drugs, (fire)arms, dangerous substances or live animals.

The Traveller shall guarantee that the luggage of the Traveller does not contain the aforementioned items.

Provider is entitled to convince itself of the nature and condition of the luggage, if there is a suspicion, with regard to the nature or condition of the luggage brought aboard by the Traveller, that it would not be allowed on board. Provider shall carry out this search in the presence of the Traveller or, if this is not possible, in the presence of two persons, whose further assistance with the execution of the obligation shall not be utilised.

#### 11. Excursions ashore

Should the Traveller organise excursions or other activities ashore, the Traveller

shall guarantee to Provider that he has made all the necessary preparations, including but not limited to, transportation, equipment and provisions.

#### 12. Availability of Vessel; Substitution

Provider is at all times entitled to replace the vessel by another vessel of comparable size and quality for the Travel itinerary indicated in Box 11.

#### 13. Cancellation by the Traveller before embarkation

The Traveller is entitled to cancel the Travel contract before beginning the embarkation of the Travellers, without giving a reason. Following receipt of the notice of cancellation from the Traveller by Provider there are/remain, however the following percentages of the total Travel Fee due:

After booking 15%

6 months – 5 months 20%

5 months – 4 months 30%

4 months – 3 months 40%

3 months – 2 months 50%

2 months – 1 month 75%

1 month – 1 day 90%

By departure 100%

Provider shall make reasonable efforts to charter the vessel/the berth for the same period or a portion thereof, in which case the costs shall be decreased accordingly. Provider is entitled to deduct from this a fixed amount of EUR 500,-- for administration costs.

#### 14. Cancellation by the Traveller due to unavailability of vessel

The Traveller is entitled to cancel the Travel contract when he is informed by Provider or learns via other sources that the vessel is not, or shall not be put at his disposal at the place indicated the agreement.

After a valid cancellation by the Traveller on these grounds, Provider shall return any (portions of the) Travel Fee already paid by the Traveller.

Provider shall not be liable for any sort of damage to the Traveller which has arisen because the vessel is not at his disposal, unless and insofar as the damage has arisen from the actions or negligence of Provider, occurring either with or without deliberate intent to cause the damage, or recklessly and with the knowledge that the damage would probably result.

#### 15. Cancellation due to damage to the vessel

The Traveller and Provider shall both be entitled to cancel the Travel contract agreement when, during the voyage, the vessel, without sinking, is damaged such that the vessel is not worth the value of the repairs necessary in order to fulfil the agreement, or that this repair is not possible within a reasonable time.

After a valid cancellation by the Traveller on these grounds, Provider shall repay to the Traveller a portion of the Travel Fee commensurate with the portion of the

voyage that has not been completed, less any fixed expenses and costs related to reaching the most appropriate harbour or location, within the bounds of reasonability, for the speediest disembarkation of the Travellers.

Without prejudice to the further determinations in the Conditions, the Traveller on the one hand and Provider on the other, are not mutually liable for any sort of damage arising as a result of damage to the vessel, unless and insofar as the damage has arisen from the actions or negligence of Provider occurring either with or without deliberate intent to cause the damage, or recklessly and with the knowledge that the damage would probably result.

#### 16. Notice of cancellation

Every cancellation shall be notified by telegram or by telex, fax or any other means of urgent message transmission of which receipt is clearly demonstrable and the agreement shall terminate at the moment of receipt.

17. In case of damage due to shortcomings in the implementation of the agreement Provider is liable in the event of gross negligence or wilful misconduct, in all circumstances liability is limited to the Travel Fee paid.

#### 18. Liability for death or injury

Provider is liable for damage caused by death or injury of the Traveller, if an event which shall lead to this has occurred during the transportation and insofar as this event has been caused by a circumstance that a careful carrier could have avoided or a circumstance of which such a carrier could have avoided the consequences thereof.

It is presumed that a careful carrier could have avoided the circumstance that led to shipwreck, collision, running aground, explosion or fire, as well as that such a carrier could have avoided that this circumstance led to such an event.

Defectiveness or poor functioning of the vessel or of the material, which is used for transportation purposes, is considered as a circumstance that a careful carrier could have avoided and of which he could have avoided the consequences.

All this to the extent that there is gross negligence or intent or recklessness on the part of Provider, and with the knowledge that death or injury would probably result.

#### 19. Liability for luggage

Provider is liable for damage caused by partial or complete loss of or damage to luggage, if an event that led to it occurred during the transportation and insofar as this event is caused by a circumstance that a careful carrier could have avoided and of which he could have avoided the consequences.

#### 20. No liability for undesirable items

Provider, in the matter of items brought aboard by the Traveller which, if their nature or condition had been known would not have been allowed on board, is not liable for any compensation whatsoever if the Traveller knew, or should have known, that

Provider would not have allowed the items to be transported; the Traveller shall then be held liable for all costs and damages of Provider resulting from the offer to transport or from the transportation itself.

#### 21. No liability for items of value

Provider is not liable in cases of loss or damage occurring to coins, negotiable documents, gold, silver, gems, jewelry, art objects or other items of value, unless these items are given to Provider for safekeeping and they have agreed to keep them in a secure place.

#### 22. No liability for delay

Provider is not liable for damage caused by delay, whatever the cause, occurring before, during or after transportation.

#### 23. No liability for deviation from course

No type of deviation from the course for the rescue, or attempted rescue, of human lives or property and no type of deviation from the course shall be regarded as a violation of the agreement and Provider shall not be liable for any loss or damage arising from this.

#### 24. Liability of Traveller

Without prejudice to art. 10, the Traveller is obliged to compensate Provider for damage caused by him or his luggage, excepting insofar as this damage is caused by a circumstance that a careful Traveller could not have avoided and insofar as such a Traveller could not have avoided the consequences. The Traveller cannot be excused of liability on the grounds of a fault in his luggage.

#### 25. Liability limit

The liability of Provider in case of death or injury of the Traveller is, pursuant to art. 8:518 BW, limited to the sum of EUR 137,000,--.

The liability of Provider in case of loss of or damage to the luggage of the Traveller is, pursuant to art. 8:518 BW, limited to the sum of EUR 1,000,--

All this leaves uncurtailed the right of Provider to invoke the general liability limitation of titles 7 and 12 of Book 8, BW.

#### 26. Legal provisions and Insurance

The Vessel and the crew meet the legal requirements.

Provider has valid business liability-, third party liability- and hull insurance. Now that any eventual liability of Provider, pursuant to legal determinations, can be excluded or limited to certain maximal amounts, it is possible that damage suffered by the Traveller shall be wholly or partially at his own expense. The Traveller should therefore arrange for sufficient insurance against this risk including, but not limited to, cancellation insurance.

## 27. Indemnification

The Traveller shall indemnify Provider against all claims made by the Traveller or by third parties arising from or related to the Travel contract if, and insofar as, Provider, with respect to the Traveller or with respect to the third parties, is held to be liable for more, with due regard for all statutory and contractual means of averting and limiting liability with respect to the Traveller, than Provider should be liable.

## 28. Stipulation for auxiliary persons

Provider stipulates that all statutory and contractual means of averting, limiting or indemnifying its own liability with respect to the Traveller may be deployed for board members, subordinates and auxiliary persons for whose actions, according to the law, Provider should be liable.

## 29. Payment and settlement

The Traveller shall be bound to timely payment to Provider of all sums owed to Provider. When an agreed term of payment has elapsed without the Traveller fulfilling the obligation to pay, the Traveller shall be in default, without a notice of default being necessary. From the moment at which the Traveller is in default, to the day payment in full, the Traveller is entitled to an interest for overdue payment of 2% of the amount owed per month, or portion thereof.

The Traveller relinquishes any right to settlement, discount or suspension.

## 30. Right of suspension, right of retention and right of pledge

Provider is entitled to suspend the execution of her obligations with respect to the Traveller, in particular when items and documents which Provider for any reason is in possession of or shall be, to retain them until everything the Traveller owes to Provider has been paid in full. Provider has a right to compensation by the Traveller with regard to expenses incurred by the retention of items or documents.

All items belonging to the Traveller that Provider has in its possession will be held by Provider by way of pledge for all that the Traveller owes to Provider.

## 31. Take-over of contracts and sub-chartering

The Traveller is not entitled to transfer his legal relationship to Provider to a third party other than with the express permission of Provider.

## 32. Force majeure

If the Provider is prevented by force majeure from permanent or temporary nature from (further) implementation the agreement, the Provider is entitled without any obligation to compensate to dissolve the agreement by a notice to this effect in whole or in part, without recourse to the courts. This, without prejudice to the right of the Provider on payment by the Traveller for services provided by the Provider already, before the existence of the force majeure, or the (further) implementation of the agreement to suspend in whole or in part. The Provider will inform the Traveller as soon as possible of a force majeure situation. In the event of suspension the

Provider will still be entitled to declare dissolved the agreement in whole or in part.

### 33. Privacy

Provider is extremely careful with provided personal information and never will exchange, sell or rent this information to third parties, unless expressly authorized. Exception to this is only made if the law requires this or being forced by competent judicial authority.

### 34. Picture rights

All footage created during the trip may be published by Provider in its sole discretion free of license or fees and whether or not under attribution, Provider reserves the right to exercise copyright in those cases.

### 35. Applicable law

Dutch law is applicable to all legal relationships between Provider and the Traveller.

### 36. Court which has jurisdiction

All disputes between Provider and the Traveller shall, by exclusion, be heard in the court which has jurisdiction, in Rotterdam, excepting when Provider B.V., as complainant or applying party, shall opt for the court which has jurisdiction in the place of residence or place of business of the Traveller.