

KBN GENERAL TERMS AND CONDITIONS OF PASSENGER SHIPPING AND KBN PASSENGER TRANSPORT CONDITIONS FOR INLAND SHIPPING



including conditions related to hospitality services

I. APPLICABILITY, etc.

Article 1: Definitions

Shipping company is the user of these terms and conditions and the contractual counterparty of the customer.

Customer is the contractual counterparty of the shipping company.

Guest and/or Traveller is any person who enjoys the passenger transport and/or hospitality services based on an agreement concluded between the customer and the shipping company.

Passenger transport agreement is the agreement whereby the shipping company undertakes to transport one or more persons (travellers), whether or not with their luggage, whether or not according to a timetable, by inland waterways on board a ship.

Hospitality services agreement is the agreement concluded between the shipping company and the customer for providing hospitality services on board a ship of the shipping company to the guest and/or traveller for a price to be paid by the customer.

Hospitality services include providing food and/or beverages and/or making available (hall) space and/or premises and/or organising activities and events, in the broadest sense of the word.

Passenger transport conditions are the Passenger Transport Conditions for Inland Shipping of Koninklijke Binnenvaart Nederland (Netherlands Royal Inland Shipping, KBN) as included below under the General Terms and Conditions of Passenger Shipping.

Fare is the agreed price that the customer must pay for the transport and/or journey with and/or the use of the ship. The fare can be fixed but may also depend on the duration or length of the journey or transport.

Luggage refers to items that the carrier undertakes to transport in connection with the passenger transport agreement it concludes, with the exception of items transported under an agreement concerning the carriage of goods. Luggage also includes hand luggage.

Hand luggage is the luggage, excluding live animals, that the traveller has with them as easily portable, carry-on or hand-rolled items.

Reservation value (value of the agreement) is the total of the agreed fare and the hospitality turnover that the shipping company may reasonably expect to achieve with regard to the agreement concluded with the customer.

Cancellation is the written and dated notification made by the customer to the shipping company that one or more agreed services will not be used.

No-show is the failure by a customer and/or guest to use a service to be provided under the agreement without cancellation.

Article 2: Applicability of the terms and conditions

- These General Terms and Conditions of Passenger Shipping apply to all performances, all offers and all agreements of/with the shipping company, including comprehensive agreements for passenger transport and/or hospitality services that the shipping company concludes with the customer or the offers for them.
- The applicability of any other General Terms and Conditions (originating) from any third party is expressly excluded and rejected.
- If the agreements also involve the transport of persons on board the ship, the Passenger Transport Conditions shall additionally apply to the transport. In the event of conflict between the Passenger Transport Conditions and these General Terms and Conditions of Passenger Shipping, the provision most favourable to the shipping company shall prevail unless it is a provision of mandatory law.
- The customer shall ensure and guarantee that these General Terms and Conditions of Passenger Shipping and the Passenger Transport Conditions included herein are also effective between the shipping company and a guest and/or traveller who is not a party to the agreement between the shipping company and the customer. The customer undertakes to make both sets of conditions available to each guest/traveller.
- Deviations from these General Terms and Conditions of Passenger Shipping and the Passenger Transport Conditions included herein are only possible by written agreement with the shipping company on a case-by-case basis.
- Once these terms and conditions have been declared legally applicable to a certain agreement, the latest applicable version shall be deemed to apply to all subsequent agreements between the same parties unless explicitly agreed otherwise in writing.

Article 3: Offer, revocation and conclusion of the agreement

- All offers from the shipping company are without obligation and subject to the proviso "as long as stock/capacity lasts". If the shipping company invokes said reservation within fourteen (14) days after acceptance by the customer, the intended agreement shall be deemed not to have been concluded.
- The shipping company has the right to revoke the offer within two working days after the customer accepts the offer, even in cases where the offer contained a period for acceptance.
- An agreement is only concluded when agreement has been reached on all parts of the offer, including hospitality services, by the customer signing the written agreement sent to them by the shipping company.
- When the shipping company has granted the customer (option holder) an option right, this right cannot be revoked, except if and insofar as another potential customer invites the shipping company to make an offer or makes an offer to conclude an agreement regarding all or part of the services outstanding in the option. The option holder must then be informed of this offer by the shipping company, after which the option holder must immediately indicate whether or not they wish to make use of the option right. If the option holder does not indicate a desire to make use of the option right, the option right shall expire.
- An option right can only be granted in writing.
- The passenger transport agreement is entered into on the condition that a hospitality services agreement is concluded. If no hospitality services agreement has been concluded within fourteen (14) days after the conclusion of the passenger transport agreement, the shipping company has the right to dissolve the agreement, without this leading to any obligation of the shipping company towards the customer. In this case, the shipping company is then not obliged to continue negotiations or pay negotiation costs or compensation.
- Agreements for (a) customer(s) made by intermediaries (brokers, travel agencies, etc.), whether in the name of their representatives and/or customers, are deemed to have been concluded for the account and risk of these intermediaries. The shipping company does not owe any commission or provision, by whatever name, to intermediaries unless expressly agreed otherwise in writing. Full or partial payment of the amount due by the customer and/or guest shall release the intermediary to the same extent.

II. SPECIAL PROVISIONS FOR TRANSPORT AND HOSPITALITY SERVICES

Article 4: Advance payment of the fare

The offers and/or agreements specify, among other things, the number of guests and the fare/reservation value, which must be paid in advance upon entering into the agreement and in any case must be received by the shipping company ten (10) days before the execution of the agreement, hence at all times before the planned departure date.

Article 5: Maximum number of guests allowed

Under no circumstances may the number of guests exceed the maximum specified by the shipping company, as stated, for example, in the quote, the agreement or other statements by the shipping company (such as on the website).

Article 6: Right of suspension of the shipping company

- Non-fulfilment, improper fulfilment or late fulfilment by or on behalf of the customer of the obligations mentioned in Article 4 and other obligations gives the shipping company the right under all circumstances to immediately suspend its obligations under the agreement(s) while maintaining all its other rights and defences towards the customer. Among other rights, the shipping company is entitled to refuse access to the ship to the guests or a number thereof. The shipping company is not liable for any damage that may arise for the customer and/or the guests as a result.
- If the shipping company exercises its right of suspension mentioned in the preceding paragraph, it is entitled to full payment of the reservation value from the customer.

Article 7: Obligation to make an effort

The shipping company is obligated to make an effort to transport the guests, whether or not with the agreed hospitality services.

Article 8: Right of termination

- Failure to follow regulations as referred to in Article 20 of the Passenger Transport Conditions gives the shipping company the right to terminate the hospitality services agreement orally or in writing. The termination does not affect the shipping company's right to payment of the reservation value.
- The shipping company has the right to terminate the hospitality services agreement if the ship designated to provide the transport and/or hospitality services is unable to provide these services due to a technical cause, a nautical incident or another reason. In that case, the customer is entitled to a refund of the reservation value insofar as it has been paid in advance. The shipping company shall not be liable for any damage to the customer and/or guests.

Article 9: Modification of transport

- The shipping company and/or the captain is at all times authorised to determine that:
 - weather conditions, or
 - high or low water, or
 - blocked sailing routes, or
 - similar circumstances, including those related to the ship and the transport or navigation and/or waterway, do not allow sailing or make it necessary to modify the transport, in the broadest sense of the word, or to abort it, or to change the place of departure or arrival.In these cases, the shipping company is not obliged to pay any compensation.
- In all these cases, the shipping company shall attempt to cooperate with an alternative or solution provided that the customer reimburses all additional costs incurred for this and, if requested by the shipping company, provides security for it.
- It is up to the discretion of the shipping company to decide whether an alternative/solution is feasible and can reasonably be performed by the shipping company.
- The provisions of this article also apply in the event that the shipping company and/or the captain has to make one of the decisions mentioned as a result of the actions or omissions of (one of) the guests, in the event of delayed transport for whatever reason, and in the event that the shipping company cannot reach the place of departure or arrival agreed with the customer.
- In the cases mentioned in this article, the shipping company shall retain the right to payment of the fare and, in the event that the transport is curtailed or aborted, is entitled to payment of the reservation value insofar as it cannot be fulfilled as a result.

Article 10: Rights of the shipping company in the case of extended sailing

If the transport or the use of the ship lasts longer than planned through no fault of the shipping company, the shipping company is entitled to payment from the customer of an additional fare/reservation value in proportion to the original fare/reservation value.

III. SPECIAL PROVISIONS FOR HOSPITALITY SERVICES

Article 11: Obligations under the hospitality services agreement (the agreement)

- The shipping company shall provide the hospitality services mentioned in the agreement at the times specified therein. This obligation does not apply if the guest does not appear on time.
- The shipping company is not obliged to receive and/or take custody of any goods from the guest.
- The shipping company is never obliged to admit any (pet) animal of the guest and may impose conditions for admission.
- The shipping company is obliged to make the agreed facilities available to the guest at the agreed time and to provide the agreed food and beverages in a quantity, quality and manner customary for the shipping company. If no food or beverages have been agreed upon in advance, the shipping company shall provide, upon request, whatever food and beverages it can provide at that time.

- The shipping company is entitled to refrain from providing hospitality services or to stop them at any moment if the guest does not behave in a manner consistent with the status and operation of the ship. The shipping company may, among other things, impose requirements regarding the guest's appearance. The guest must leave the ship upon first request.
- After consulting with the local competent authority, the shipping company is entitled to dissolve the agreement due to a justified fear of a disturbance of public order. If the shipping company makes use of this power, it shall not be held liable for any compensation.
- Where times are mentioned by the shipping company in the agreement or otherwise, this means that the hospitality services are provided around those times.

Article 12: Advance payment by the customer

- Without prejudice to other/further rights, the shipping company may inform the customer of the portion of the price, generally 70% of the agreed or expected turnover, that must be paid in advance, and which must in any case be received by the shipping company at least ten (10) days before the execution of the agreement, hence at all times before the planned departure date. The provisions of Articles 4, 5 and 6 apply correspondingly.
- The prices quoted by the shipping company to the customer apply to the number of guests offered/agreed upon, without the customer being entitled to any settlement or reduction of the total price if fewer guests are actually present.
- The shipping company may also consider the number of fewer guests as a partial cancellation, but shall in any case not decide to do so if the customer has made this known more than four (4) days before the travel date or the commencement of execution of the agreement and/or if it concerns below 10% of the guests.
- The shipping company is not obliged to admit more guests than agreed upon. However, if the shipping company admits more guests, it is entitled to an additional fee in proportion to the reservation value for the original number of guests.

Article 13: Deposit and interim payment

- At any time, the shipping company may require the customer to pay a deposit to the shipping company up to the amount of the reservation value minus any interim payments already made. Deposits received shall be properly administered, serve solely as security for the shipping company and are expressly not considered turnover already realised.
- The shipping company may at any time require interim payment for hospitality services that have already been provided.
- The shipping company may claim the amount deposited pursuant to the previous provisions for anything the customer owes it for whatever reason. The surplus must be repaid to the customer by the shipping company without delay.

Article 14: Turnover guarantee

If a turnover guarantee has been given, the customer is obliged to pay the shipping company at least the amount specified in the turnover guarantee concerning the relevant agreement(s).

Article 15: Refreshments supplied

If the quantity of hospitality services/refreshments is supplied against tokens issued by the shipping company to the guests or on a graduated scale, the basis for the quantity of refreshments supplied shall be the total tokens issued by the shipping company to the guests minus the tokens returned to the shipping company immediately after the provision of the hospitality services or the quantity of refreshments provided as shown on the turnover lists. The tokens are counted by the shipping company, and the customer hereby declares in advance to agree to the accuracy of the count, which is kept in writing; this is all subject to proof to the contrary by/from the customer.

Article 16: Corkage and kitchen fees

- The guest and/or customer is only allowed to consume beverages that have not been provided by the shipping company on board the ship with written permission. In this case, the customer shall owe a corkage fee per bottle consumed.
- If the guest and/or customer consumes food on board the ship that has not been provided by the shipping company, the customer shall owe a kitchen fee for this.
- The amounts referred to in this article are agreed upon in advance or, in the absence of a prior agreement, determined reasonably by the shipping company.

IV. GENERAL PROVISIONS

Article 17: Luggage allowance

- The guest and/or customer is only allowed to carry hand luggage on board the ship. The hand luggage must not take up a seat and must not cause any inconvenience.
- Under no circumstances is it permitted to carry dangerous substances, in the broadest sense of the word.
- The guest and/or customer is not allowed to bring items other than hand luggage on board, unless the shipping company has given prior written permission. The shipping company is never liable for damage to items other than hand luggage. If the guest and/or customer brings or has brought items other than hand luggage on board, this is entirely at their own expense and risk.

Article 18: Lost and found items

- Items that are lost or left behind on the ship and found by the guest must be delivered to the shipping company as soon as possible.
- The shipping company shall acquire ownership of items whose rightful owner does not report to the shipping company within one year after their return.
- If the shipping company sends the guest items the latter left behind, this is entirely at the guest's expense and risk. The shipping company is never obliged to send such items.

Article 19: Set-off

The customer waives the right to invoke set-off.

Article 20: Settlement and payment

- The customer owes the price determined in the agreement or, insofar as the agreement was concluded more than three months before the time when the services to be provided under that agreement are to be rendered, the prices applicable at the moment the services are to be provided, which also include the standard prices used by the shipping company. Changes in the VAT rate will be charged to the customer at all times.
- For special services, such as the use of cloakroom, garage, safe, laundry, telephone, wi-fi, TV rental, etc., the shipping company may charge an extra fee.
- When an invoice is sent for an account amounting to less than €150, the shipping company may charge an additional €15 in administrative costs.
- The customer and/or guest/traveller are jointly and severally liable for all amounts owed by one or both of them to the shipping company for whatever reason. None of them can rely on any right to object. The agreements are deemed to have been concluded on behalf of each guest/traveller, unless otherwise stipulated. By appearing, the guest indicates that the customer was authorised to represent them in concluding the relevant agreement.
- As long as the guest and/or customer has not fully met all their obligations towards the shipping company, the shipping company is entitled to take and hold all goods brought on board the ship by the guest and/or customer until the guest and/or customer has satisfactorily met all their obligations towards the shipping company. In addition to a right of retention, the shipping company is also entitled to a right of lien on the relevant goods in the case in question.
- If a non-cash payment has been agreed upon, all invoices, regardless of the amount, must be paid by the customer to the shipping company within fourteen days after the invoice date. If an invoice is sent, the shipping company is at all times entitled to charge a credit restriction surcharge of 2% of the invoice amount, which is waived if the customer pays the invoice within fourteen days.
- If and insofar as timely payment is not made, the customer shall be in default without any notice of default being required.
- If the customer is in default, they must reimburse the shipping company for all costs incurred in collecting the debt, both judicial and extrajudicial. The extrajudicial collection costs are set at a minimum of 15% of the principal sum owed with a minimum of €100, plus the VAT due thereon.

- In addition, if the customer is in default, they shall owe interest 2% above the statutory interest rate. Part of a month is considered a full month when calculating the interest due.
- If the shipping company has goods as referred to in Article 20 paragraph 5 in its possession and the customer from whom the shipping company has obtained the goods has been in default for three months, the shipping company is entitled to sell these goods publicly or privately and to recover the amount from the proceeds. The costs associated with the sale are also borne by the customer and the shipping company can also recover these from the proceeds of the sale. Whatever remains after the shipping company's recovery shall be paid out to the customer.
- Every payment, regardless of any note or comment made by the customer at the time of payment, shall be deemed to be a reduction of the customer's debt to the shipping company in the following order:
 - the costs of execution;
 - the judicial and extrajudicial collection costs;
 - the interest;
 - the damage;
 - the principal sum.
- Payment is made in Dutch currency. If the shipping company accepts foreign currency, the market rate applicable at the time of payment shall apply. The shipping company may charge an administrative fee that corresponds to a maximum of 10% of the amount offered in foreign currency. The shipping company can do this by adjusting the applicable market rate by a maximum of 10%.
- The shipping company is never obliged to accept cheques, giro payment cards and other such means of payment, and may attach conditions to the acceptance of such means of payment. The same applies to other means of payment not mentioned here.
- If a dispute arises about the amount owed at settlement or if a calculation that cannot be performed promptly is required to determine the amount, the customer is obliged to pay the part about which the parties agree immediately and to provide security for the payment of the disputed part or the part whose amount has not yet been determined.

Article 21: Customer liability for damage

- The customer and the guest/traveller and those accompanying them are jointly and severally liable for all damage to the shipping company and/or any third party that arises or will arise as a direct or indirect result of and/or caused by:
 - non-performance (attributable failure);
 - an unlawful act, including but not limited to violation of the house rules by the customer and/or the guest and/or those accompanying them;
 - cancellation as referred to in Article 22 of these terms and conditions;
 - any animal and/or any substance and/or any thing in their possession or under their supervision;
 - luggage of the customer and/or traveller.
- This article applies to damage to the ship as well as to the items and/or persons on board.
- This article also applies to damage caused by the customer and/or guest(s) or their luggage to items and/or persons not located in or on the ship and if the shipping company is held liable for compensation for this damage.
- The customer cannot invoke the guest's own liability.
- Any repairs shall be carried out at the customer's expense, after the shipping company, where possible, has notified the customer of the necessity thereof.
- This article applies without prejudice to other/further rights of the shipping company, including rights vis-à-vis third parties.

Article 22: Cancellation by the customer

- The customer is not authorised to cancel the agreement in whole or in part unless they simultaneously offer irrevocably and unconditionally to pay the amounts determined in paragraph 3 or 4 below. Every cancellation is deemed to include such an offer. Such an offer is deemed to have been accepted if the shipping company does not immediately reject it. Cancellation must be made in writing and dated. The customer cannot derive any rights from a verbal cancellation.

2. If and insofar as the shipping company is already indebted to third parties at the time of the customer's cancellation in accordance with paragraph 1 of this article in execution of the agreement, the customer shall fully reimburse these amounts to the shipping company. These amounts shall then be deducted from the reservation value for the application of the cancellation fee as determined in paragraph 3.
3. In the case of full cancellation, the customer must pay the shipping company, within fourteen (14) days after invoicing:
 - a. 50% of the reservation value if the cancellation occurs up to 8 weeks before the day of departure and/or the time at which the services were to be provided according to the agreement;
 - b. 80% of the reservation value if the cancellation occurs up to 4 weeks before the day of departure and/or the time at which the services were to be provided according to the agreement;
 - c. 90% of the reservation value if the cancellation occurs within 4 weeks before the day of departure and/or the time at which the services were to be provided according to the agreement.
 - d. In the event of a no-show, the customer shall in all cases be obliged to pay the reservation value. If the guest and/or customer does not appear on time, this shall be considered a no-show.
4. In the case of partial cancellation, paragraph 3 shall apply correspondingly and the amounts determined therein shall be reimbursed to the shipping company by the customer on a pro rata basis.

Article 23: Liability of the shipping company

1. Without prejudice to Article 8, paragraph 2 above, and Articles 3, 4, 5 and 6 of the Passenger Transport Conditions, the shipping company is never obliged to compensate for any damage or to (re)pay any costs, including those incurred by the customer or guest, except in cases of intent, deliberate recklessness or gross negligence on the part of the shipping company itself.
2. In any event, the shipping company is never liable for business damage and/or consequential damage.
3. Without prejudice to the foregoing, the shipping company is never liable to the customer for damage that exceeds 75% of the reservation value.

Article 24: Force majeure

1. Force majeure for the shipping company, which means that a resulting failure cannot be attributed to the shipping company, shall be any foreseen or unforeseen, foreseeable or unforeseeable circumstance that makes it so difficult for the shipping company to execute the agreement that this becomes impossible or burdensome.
2. Such circumstances also include those circumstances concerning persons and/or services and/or institutions that the shipping company wishes to make use of in executing the agreement, as well as anything that applies to the aforementioned as force majeure or as suspensive or resolutive conditions, as well as non-performance by the aforementioned.
3. If a party to the agreement is unable to fulfil any obligation under the agreement, it is obliged to inform the other party as soon as possible.

Article 25: Indemnification

1. The customer fully indemnifies the shipping company against all claims, by any name, that the guest, traveller and/or any other third party may make against the shipping company.
2. This indemnity obligation also applies if the agreement with the customer and/or guest is wholly or partially dissolved for any reason.

Article 26: Liability of servants and agents, subordinates, etc.

1. These terms and conditions also apply to all natural and legal persons that the shipping company, in the broadest sense of the word, uses or has used in concluding and/or executing the agreements or in operating its business.
2. These terms and conditions also apply in particular to all companies affiliated with the shipping company, such as parent, subsidiary and sister companies.

Article 27: Applicable law and competent court

1. All disputes relating to these terms and conditions, the agreement(s) and other agreements between the customer and the shipping company, as well as all disputes between the guest(s) and the shipping company, shall be decided in accordance with Dutch law by the court in Rotterdam.
2. A dispute also exists if one of the parties declares it to.
3. All claims of the customer and/or guest expire one (1) year after the moment they arose.

Article 28: Nullity of term(s) and condition(s)

Should any of the provisions of these terms and conditions be or become invalid and/or be declared null and void, this shall not affect the validity of the remaining provisions. In place of the invalid and/or nullified provision, a provision shall then be deemed to have been agreed upon that most closely approximates the intentions and spirit of the invalid and/or nullified provision within the framework of what is legally possible.

KBN PASSENGER TRANSPORT CONDITIONS FOR INLAND SHIPPING

Article 1: Definitions

Passenger transport agreement: the agreement whereby one party (the carrier) undertakes vis-à-vis the other party to transport one or more persons (travellers) on board a ship, whether or not with their luggage, whether or not according to a timetable, by inland waterways.

Domestic passenger transport agreement: the agreement whereby one party (the carrier) undertakes vis-à-vis the other party to transport one or more persons (travellers) on board a ship, whether or not with their luggage, whether or not according to a timetable, exclusively within the Netherlands by inland waterways.

Luggage: the items that the carrier undertakes to transport in connection with the passenger transport agreement it has concluded, excluding items transported under an agreement concerning the transport of goods. Luggage also includes cabin luggage, hand luggage and live animals.

Cabin luggage: the luggage, excluding live animals, that the traveller has in their cabin, in their possession, under their supervision or in their power.

Hand luggage: the luggage, excluding live animals, that the traveller has with them as easily portable, carry-on or hand-rolled items.

Timetable: a publicly known schedule of travel options.

Scheduled carrier: the party who has committed by agreement to transport one or more persons (travellers) and their luggage, if any, on board a ship that sails according to a publicly known schedule of travel options, by inland waterways.

Article 2: Scope

1. Without prejudice to the second and third paragraphs of this article, Section 3 of Title 10 of Book 8 of the Dutch Civil Code is applicable to the passenger transport agreement insofar as these terms and conditions do not deviate therefrom.
2. By way of derogation from paragraph 1 of this article, Section 5 of Title 2 of Book 8 of the Dutch Civil Code applies to the agreement on domestic passenger transport according to a timetable, insofar as these terms and conditions do not deviate therefrom.
3. Regardless of whether the transport takes place exclusively within the Netherlands, Regulation (EU) No 1177/2010 applies to the agreement on passenger transport according to a timetable. In the event of a conflict between these passenger transport conditions and Regulation (EU) No 1177/2010, these conditions shall prevail, unless there is a conflict with the provisions of mandatory law in the Regulation. In the latter case, the relevant provisions of the Regulation shall prevail.
4. Regulation (EU) No 1177/2010 is not applicable to that agreement on passenger transport according to a timetable in which the carrier undertakes to transport a traveller:
 - a. on board a ship licensed to carry up to 12 passengers;

- b. on board a ship whose operating crew consists of no more than three members;
- c. on board a ship that is not mechanically propelled, as well as an original and individual replica of a historic passenger ship designed before 1965, mainly built with the original materials and certified to carry up to 36 passengers;
- d. for a total distance of less than 500 metres one way;
- e. as part of an excursion or a tourist trip.

Article 3: Liability of the carrier

Without prejudice to Articles 4, 5, 6, 7, 8 and 9 of these terms and conditions, in the case of a passenger transport agreement, the liability of the carrier is as follows:

Liability for death or injury

1. The carrier is liable for damage caused by the death or injury of a traveller if an incident leading to this occurred during transport and insofar as this incident was caused by a circumstance that a careful carrier could have avoided or by a circumstance whose consequences such a carrier could have prevented.
2. It is presumed that a careful carrier could have avoided the circumstance leading to shipwreck, collision, stranding, explosion or fire, and could have prevented such a circumstance from leading to such an incident.
3. Defectiveness or malfunctioning of the ship or of the equipment used for transport is considered a circumstance that a careful carrier could have avoided and whose consequences it could have prevented.
4. In the application of the first paragraph of this article, the conduct of a third party shall only be taken into account if no other circumstance that also led to the incident is for the account of the carrier.

Liability for cabin or hand luggage

5. The carrier is liable for damage caused by the total or partial loss of or damage to cabin or hand luggage if an incident leading to this occurred during transport and insofar as this incident was caused by a circumstance that a careful carrier could have avoided or whose consequences such a carrier could have prevented.
6. The second and third paragraphs of this article also apply with respect to cabin and hand luggage.
7. In the application of the fifth paragraph of this article, the conduct of a third party shall only be taken into account if no other circumstance that also led to the incident is for the account of the carrier.
8. Paragraphs 5, 6, 7 and 8 of this article are without prejudice to Articles 8:545 and 8:1006 of the Dutch Civil Code (concerning collision damage and the fault of two or more ships).

Liability for luggage other than cabin or hand luggage

9. Subject to paragraphs 5, 6, 7 and 8 of this article, the carrier is liable for damage caused by the total or partial loss of or damage to luggage if an incident leading to this occurred during the transport and insofar as this incident was caused by a circumstance that a careful carrier could have avoided or whose consequences such a carrier could have prevented.

Navigation errors

10. Subject to paragraphs 1 to 9 of this article and Article 6 of these terms and conditions, the carrier is not liable for damage resulting from an act, carelessness or negligence of the captain or the skipper, another member of the crew, the pilot or the subordinates of the carrier, committed during the navigation of the ship.

Attempted rescue

11. Subject to paragraphs 1 to 9 of this article and Article 6 of these terms and conditions, no deviation from the course to save or attempt to save human lives or goods and no reasonable deviation from the course shall be considered a breach of any transport agreement, and the carrier is not liable for any loss or damage resulting therefrom.

Article 4: Liability of the domestic carrier operating according to a timetable

By way of derogation from Article 3 but without prejudice to Articles 5, 6, 7, 8 and 9 of these terms and conditions, in the case of an agreement on domestic passenger transport according to a timetable, the liability of the carrier is as follows:

Liability for death or injury

1. The carrier is liable for damage caused by the death or injury of a traveller due to an accident that occurred to the traveller in connection with and during the transport.
2. By way of derogation from the first paragraph of this article, the carrier is not liable insofar as the accident was caused by a circumstance that a careful carrier could not have avoided and whose consequences such a carrier could not have prevented.
3. Defectiveness or malfunctioning of the ship or of the equipment used for the transport is considered a circumstance that a careful carrier could have avoided and whose consequences such a carrier could have prevented.
4. In the application of the second paragraph of this article, the conduct of a third party shall only be taken into account if no other circumstance that also led to the accident is for the account of the carrier.

Liability for hand luggage and live animals

5. The carrier is liable for damage caused by the total or partial loss of or damage to hand luggage including live animals, insofar as this loss or damage occurred during transport and was caused:
 - a. by an accident that occurred to the traveller for which the carrier is accountable, or
 - b. by a circumstance that a careful carrier could have avoided or whose consequences such a carrier could have prevented
6. Defectiveness or malfunctioning of the ship or of the equipment used for the transport is considered a circumstance that a careful carrier could have avoided and whose consequences such a carrier could have prevented.
7. In the application of the fifth paragraph of this article, the conduct of a third party shall only be taken into account if no other circumstance that also led to the incident is for the account of the carrier.
8. Paragraphs 5, 6 and 7 of this article are without prejudice to Articles 8:545 and 8:1006 of the Dutch Civil Code (concerning collision damage and the fault of two or more ships).

Liability for luggage other than hand luggage or live animals

9. Paragraph 9 of Article 3 of these terms and conditions applies with respect to the liability of the carrier for luggage other than hand luggage and live animals.

Article 5: Liability for mobility aids or other special aids

The carrier operating according to a timetable, other than a carrier as referred to in paragraph 4 of Article 2, is liable for damage due to the loss of or damage to mobility aids or other special aids used by a disabled person or a person with reduced mobility, if the event that led to the loss was due to the fault or negligence of the carrier. The fault or negligence of the carrier shall be presumed in the event of loss caused by a maritime incident.

Article 6: No liability for coins, gold, jewellery, etc.

The carrier is not liable in the event of loss of or damage to coins, negotiable documents, gold, silver, jewellery, ornaments, art objects or other valuables, unless these valuables have been given into the carrier's custody and it has agreed to keep them safe.

Article 7: Limitation of liability

1. The compensation that the carrier may be liable to pay under Articles 3 and 4 of these terms and conditions is limited to the amount applicable respectively under Article 8:983 or Article 8:110 of the Dutch Civil Code (domestic transport according to a timetable).

2. In the event that the compensation is determined in the form of an annuity, the capitalised amount may not exceed the amount referred to in paragraph 1.
3. Without prejudice to paragraph 1 of this article and paragraph 4 of Article 13 of these terms and conditions, in the event that the carrier is liable for damage to or loss of luggage, this liability is limited to the value of that luggage; the carrier is never liable for non-material damage, indirect damage or consequential damage in the event of damage to or loss of such luggage.
4. By way of derogation from paragraphs 1 and 3 of this article, the compensation that the carrier may be liable to pay under Article 5 of these terms and conditions shall correspond to the replacement value of the aids concerned or, where applicable, the repair costs.

Article 8: Intent and gross negligence

An act or omission by anyone other than the carrier itself, whether done with the intent to cause damage or recklessly and with the knowledge that damage would likely result, does not deprive the carrier of the right to invoke any exclusion or limitation of its liability.

Article 9: Delay

The carrier is not liable for damage caused by delay, for whatever cause before, during or after transport, or caused by any deviation from the timetable.

Article 10: Unawareness of items brought on board

The carrier is not liable for any compensation concerning items brought on board by the traveller that it would not have allowed on board if it had known their nature or condition and for which it has not issued a receipt, if the traveller knew or should have known that the carrier would not have allowed the goods to be transported; the traveller is then liable for all costs and damages for the carrier resulting from the offer for transport or from the transport itself.

Article 11: Liability of the traveller Without prejudice to Article 10 of these terms and conditions, the traveller is obliged to compensate the carrier for the damage the traveller or their luggage have caused to the carrier, except insofar as this damage was caused by a circumstance that a careful traveller could not have avoided and the consequences of which such a traveller could not have prevented. The traveller cannot invoke the quality or a defect of their luggage to relieve themselves of their liability.

Article 12: Liability of subordinates, servants and agents

The exclusions or limitations of the carrier's liability arising from these terms and conditions and the rights granted to the carrier also apply to and accrue to its subordinates and all other persons used by the carrier in the execution of the passenger transport agreement.

Article 13: Traveller's right of claim

1. Without prejudice to Article 6:107 of the Dutch Civil Code, in the event of injury occurring to the traveller, only the traveller themselves has a claim for compensation.
2. Without prejudice to Article 6:108 of the Dutch Civil Code, only the surviving spouse, children or parents of the traveller who were accustomed to being supported by the traveller's work have a claim for compensation.
3. The claims referred to in the previous sections of this article shall be valued according to the mutual status and fortune of the persons and the circumstances.
4. In the event of loss of or damage to luggage, the claim for compensation shall be valued according to the circumstances.

Article 14: The traveller's own fault

If the carrier proves that the fault or negligence of the traveller caused or contributed to the damage, the liability of the carrier for this can be fully or partially lifted.

Article 15: Servants and agents

If persons whose assistance the carrier makes use of to execute its obligation provide services at the traveller's request, to which the carrier is not obliged, they shall be deemed to act on behalf of the traveller to whom they provide these services.

Article 16: Counterparty's guarantee obligation that the traveller is present on time

The counterparty of the carrier is obliged to compensate the carrier for the damage it suffers because the traveller, for whatever reason, is not present for transport on time.

Article 17: Counterparty's guarantee obligation that documents are duly present

The counterparty of the carrier is obliged to compensate the carrier for the damage it suffers because the documents relating to the traveller, which are required on their part for transport, are not duly present for whatever reason.

Article 18: Traveller returns late on board

1. If the traveller does not return to the ship on time after leaving it, the carrier may consider the agreement terminated at that time.
2. The counterparty of the carrier remains liable to pay the passage fees and other costs borne by the traveller for the entire agreed transport. In addition, the counterparty of the carrier is obliged to compensate the carrier for the damage the latter suffers as a result of the termination.

Article 19: Refusal of entry

The carrier may refuse entry to the ship, the waiting areas for travellers, the access facilities and/or the transport of persons and luggage without giving reasons if this is necessary in connection with capacity, safety, public order, the imminent occurrence of damage, nuisance and the like, and due to actions in violation of these terms and conditions. In the event of a claim due from the carrier to its contractual counterparty, the carrier is also authorised to do so.

Article 20: Compliance with regulations

1. When in the waiting area, the access facility or on board the ship, the traveller must strictly follow the regulations or instructions given by the Government and by the carrier, which are given particularly but not exclusively in the interest of order and safety.
2. If the regulations and instructions referred to in the first section of this article are not followed, the carrier is entitled to terminate the passenger transport agreement. The termination takes place by an oral or written notification to the counterparty of the carrier or to the traveller and the agreement ends at the moment of the first notification received, without prejudice to the carrier's right to compensation.

Article 21: Change of sailing schedules, etc.

The carrier has the right at any time to make changes to sailing schedules, routes or programmes without being liable for any compensation, if the condition of the waterway or other circumstances affecting navigation require or justify this, including but not exclusively in the interest of safety.

Article 22: Inability to commence or provide transport

The carrier is not liable for damage to the traveller if the agreed transport is not commenced or completed. In that case, the traveller is entitled to a refund of the passage fees.

Article 23: The contractual counterparty must be responsible for the traveller

To the extent that the traveller is not the contractual counterparty of the carrier, the contractual counterparty is obliged to compensate the carrier for the damage the latter suffers because the traveller has not fulfilled the obligations incumbent upon them under these terms and conditions and the law.

Article 24: Expiry

1. Without prejudice to Article 8:1753 of the Dutch Civil Code, a legal claim against the carrier concerning the death or injury of the traveller or concerning cabin and hand luggage or concerning a live animal expires if the entitled party has not notified the carrier of the incident or accident suffered by the traveller within a period of three months.
2. The period mentioned in the first section of this article begins with the start of the day following the day of the incident or accident.

Article 25: Statute of limitations

1. A legal claim against the carrier concerning injury suffered by a traveller expires after three years, beginning from the start of the day following the day of the incident or accident.
2. A legal claim against the carrier concerning the death of a traveller expires after three years, beginning from the start of the day following the day of the traveller's death, but not running longer than five years beginning from the start of the day following the day of the incident or accident that occurred to the traveller.
3. Without prejudice to Article 8:1750 of the Dutch Civil Code, a legal claim against the carrier concerning the transport of cabin or hand luggage or a live animal expires after one year, beginning from the start of the day following that on which the traveller left or should have left the ship.
4. Without prejudice to Article 8:1750 of the Dutch Civil Code, a legal claim against the carrier concerning the transport of luggage, other than cabin or hand luggage or a live animal, expires after one year, beginning from the start of the day following that on which the luggage was delivered or should have been delivered.

Article 26: Applicable law and competent court

1. The passenger transport agreement to which these terms and conditions apply and the related actions are governed by Dutch law.
2. All disputes arising from or in connection with the performance of the passenger transport agreement to which these terms and conditions apply shall, insofar as they fall under the jurisdiction of a court, initially be exclusively adjudicated by the court in Rotterdam.

In case of disputes on the interpretation of the general terms and conditions, the Dutch text shall prevail.