



TERMS AND CONDITIONS Dutch Tourism B.V.

The General Delivery and Payment Conditions apply to all of our services. These are filed with the Chamber of Commerce in Amsterdam. Below you will find the most important articles of the General Delivery and Payment Conditions. If desired, the total conditions can be sent upon request.

ARTICLE 1 DEFINITIONS

1.1 In these conditions the following definitions apply:

- a. Outdoor sports or outdoor activities: all sporting or recreational activities or other forms of entertainment in which the participant mainly moves muscle strength, both indoor and outdoor.
- b. Arrangement: by Dutch Tourism B.V. (hereinafter: DT) company or professional organized or offered service or activity or combination of services or activities, as well as offering facilities. These services, activities or facilities can consist of renting or selling material, arranging transport or activities, looking after the (residency) accommodation(s), giving instructions and supervising (parts of) a program of activities. Guided arrangements or guided activities represents: arrangements or activities that are supervised by a DT representative.
- c. One-day arrangement: a service or arrangement (activity) or combination of services or activities offered by DT and which lasts no longer than 24 hours in total and that does not include overnight accommodation and includes at least 1 part of a day.
- d. Multi-day arrangement: a service or arrangement (activity) or combination of services or activities offered by DT and lasting for a total of more than 24 hours and will also include an overnight stay.
- e. Activity: a single active activity offered by DT. These are mostly sporting or active forms of recreation.
- f. In these conditions, activity also means: services or the provision of facilities or materials and other actions performed by DT on behalf of the client. This could be, for example, the rental of equipment or the mediation of meals and accommodation.
- g. DT: the person who, in the course of his business, offers arrangements and / or activities and / or services to individuals or to a group of people.
- h. DT Representative: the person who acts on behalf of DT, for example as a supervisor of an activity (also called: instructor, trainer, game leader, or travel (supervisor) leader).
- i. Agreement: the agreement whereby DT obligates himself to deliver an arrangement and / or activity to a client. The contract must be regarded as a travel contract if DT undertakes to provide a pre-arranged trip offered by him that includes an overnight stay or a period of more than 24 hours and at least two of the following services: 1. Transport, 2. Stay 3. Another tourist service not related to transport or stay, which constitutes a significant part of the package.

j. Client: every natural person or legal entity that enters into an agreement with DT for itself or on behalf of third parties or makes use of arrangements, activities, services or materials from DT.

k. Participant: every natural person who actually participates in or makes use of an arrangement and / or activity.

l. Start:

A. For multi-day packages where transport to the destination is included: the time of departure of this transport as communicated to the participant by DT;

B. In the case of multi-day packages that include accommodation, but the participant himself arranges transport to the destination, the first of the following moments: the time specified on the day of arrival at the (first) accommodation or the time at which the accommodation is required to be available specified in the agreement;

C. For all other arrangements, activities or services: the time is specified on the (first) day of the program.

m. End:

A. In the case of multi-day packages that include transport to the destination: the actual time of arrival of this transport at the place of departure is previously agreed with the participant;

B. For multi-day packages including accommodation, but where the participant takes care of transport from the destination to the following moment; the time at which the participant actually leaves the (last) accommodation;

C. In all other arrangements, activities or services: stopping the designated time on the last day of the program or earlier than the activities.

n. Amount of the agreement: the sum of the price of the arrangement, the activities or services provided by DT, the premium and policy costs for any insurance policies taken out and the contribution to a guarantee fund, insofar as DT is a member thereof.

ARTICLE 2 SCOPE

2.1 These conditions apply to all activities, quotations, offers and agreements made by or on behalf of DT, unless deviating provisions have been included in the agreement.

2.2 The client accepts the applicability of these conditions by entering into an agreement with DT or actually participating in an arrangement or activity by DT or by paying the rate due.

2.3 In the event of conflict between these terms and conditions and the general terms and conditions of the client, the terms and conditions of DT prevail, unless DT and the client expressly agree otherwise in writing.

2.4 DT is only bound by the agreement and / or changes and / or additions, if DT has accepted this in writing.

ARTICLE 3 REALISATION AND CONTENT AGREEMENT

3.1 Every offer from DT is only a free invitation to the client to enter into an agreement with DT. The agreement only comes about because DT accepts the offer of the client to enter into the agreement verbally (or by telephone) or in writing. The agreement can be concluded both directly and through the mediation of a booking office. The client then receives a written confirmation of the agreement accordingly from DT or the booking office.

3.2 The content of the agreement is partly determined by data in DT's publications for that season. DT will state here which activities are included, the minimum number of participants that are required for the activity in order to continue and which amount or percentage must be paid as an advance. Obvious errors and mistakes in a publication by DT are not binding. DT cannot be held regarding information material issued under the responsibility of third parties.

3.3 The client is obliged, before or at the latest at the conclusion of the agreement, to report all personal circumstances of himself and / or those on behalf of whom he enters the agreement to DT or the representative of DT insofar as they may affect the proper conduct of the agreement. This obligation applies in particular to all relevant medical and conditional details.

3.4 The client can specify preferences if desired. DT will try to take this into account as much as possible.

3.5 The person who enters into an agreement with DT on behalf of another is jointly and severally liable towards DT for all obligations arising from that agreement.

3.6 The client and the participant are obliged to present a valid proof of identity at DT's first request.

ARTICLE 4 PAYMENT

4.1 Down payment: 80% of the amount of the contract must be paid no later than 20 days before the start. The client will receive an invoice accordingly for this.

4.2 If the agreement is concluded within 20 days before commencement, the client is obliged to pay the entire amount in one time within 1 week after the agreement has been concluded, unless expressly agreed otherwise in writing. If the agreement is concluded within 72 hours before commencement, the client must pay the amount immediately by telephone transfer or EMS payment link or at the place of departure. If the agreement is concluded immediately before the start of the execution, payment must be made prior to the start.

4.3 The client who fails to pay on time is legally in default without any further notice of default being required. In this case, DT is entitled to dissolve the agreement or to demand full compliance. DT is entitled to claim additional compensation for all costs already incurred in connection with the agreement.

4.4 The client that does not pay on time owes DT the statutory interest on the amount of the agreement plus costs from the day of default, whereby part of a month is counted for one month. Furthermore, the client is obliged to reimburse all reasonable costs of collection of the claim, both judicial and extrajudicial, with a minimum of 15% of the claimed amount.

4.5 After the end of the arrangement, the client receives a final invoice. The remaining 20% and any changes in the assignment and number of persons will be calculated.

ARTICLE 5 PRICE

5.1 DT that offers standard activities or arrangements to private individuals or groups publishes an overview of the offered packages and activities and the associated rates annually before the start of the season. At the request of the client, DT issues a quotation for an arrangement agreed upon in consultation. DT is free to offer temporary arrangements or activities at a special rate.

5.2 The price in publications applies in principle per person, unless explicitly stated otherwise. This price only includes the services and facilities described in the publication.

5.3 DT reserves the right to increase or decrease the price by up to 15% up to 20 days before commencement due to changes in transport costs including fuel costs, the fees due or applicable exchange rates. DT is obliged to inform the client of this price change as soon as possible.

5.4 If DT decides to increase the price, the client has the right to reject the price change. The client must inform DT as soon as possible of their decision.

5.5 If the client rejects the price change, DT has the authority to cancel the agreement. In that case, the client is entitled to a refund or remission of the travel sum or, if the trip has already been partially enjoyed, a proportionate part thereof.

5.6 If the agreement is concluded for the benefit of a group, DT will charge the costs for the indicated number of participants and / or materials, unless otherwise agreed upon.

5.7 DT may demand a guarantee (sum) from the client at the start of the arrangement or the activity. This will be returned at the end of the agreement, with deduction of all that the client owes to DT under the agreement.

ARTICLE 6 INFORMATION AND TRAVEL DOCUMENTS

6.1 Before the start of the arrangement, DT will provide the client with a telephone number for emergencies and, if applicable, further information about transport and documents that are mandatory in the country of destination or transit countries. The client also receives an information letter and directions. In this information letter DT requests a number of details. These must be communicated in time by the client. No later than 14 days before the start of the arrangement.

6.2 Unless otherwise agreed and as far as applicable, DT will send the participant the required tickets, vouchers no later than 10 days before the start. If the participant has not received these 5 days before the start of the arrangement, they are obliged to report this to DT.

6.3 With a package abroad, the participant must be in possession of all documents required in the country of destination or transit countries, such as a valid passport, visa, proof of vaccination etc. The participant is responsible for checking the information provided by DT about this.

6.4 DT is not liable if the participant cannot participate in (parts of) the arrangement due to not being in possession of a particular required document. All consequences are for the account of the participant.

ARTICLE 7 ADJUSTMENT NUMBER OF PARTICIPANTS BY THE CLIENT

7.1 The client can change the number of participants up to 14 days before the start of the arrangement. If the number of participants is reduced, this can be up to 15%. For the other participants that are not present, you pay the agreed upon price. If there is a minimum number of participants, this change does not apply. If the number of participants increases, you pay the agreed additional price per participant or the standard price per participant.

7.2 The client is obliged to compensate DT for any additional costs resulting from the above changes.

ARTICLE 8 CANCELLATION BY THE CLIENT

8.1 The client is advised to take out cancellation insurance, accident insurance and / or travel insurance.

8.2 The client can only cancel the agreement by means of a registered letter to DT. The date that DT receives the letter counts as the cancellation date.

8.3 In the event of cancellation by the client, they shall in any case owe the following to DT: a. Up to 60 days before commencement: the deposit, being at least 10% of the agreed and confirmed price; b. from 60 to 45 days before the start: 25% of the agreed and confirmed price; c. from 45 to 30 days before the start: 50% of the agreed and confirmed price; d. from 30 to 10 days before the start: 85% of the agreed and confirmed price; e. within 10 days (inclusive) before commencement or later: 100% of the agreed and confirmed price. This also applies if the participant is not present at the start of the arrangement without cancelling.

8.4 In the event of cancellation, the client will also continue to owe the following: a. The policy costs and premium for the cancellation costs insurance, if and insofar he has taken out these with DT.

ARTICLE 9 CHANGES BY DT

9.1 Based on important circumstances to be communicated immediately to the client, DT is entitled to change the arrangement and / or activity offered. If possible DT will offer the client an alternative that leaves the specific character and nature of the arrangement or activity intact and fits within the agreed budget of the client and informs this immediately.

9.2 The client may reject the change as referred to in Article 9.1, if the alternative has a substantially different character than the original agreed upon or the change causes the client to have a more than minor disadvantage. The client who rejects the change must report this to DT as soon as possible. The client in this case is entitled to a full refund of money already paid or the part of the amount that relates to the non-enjoyed parts of the arrangement.

9.3 In principle, the arrangement or the activity also takes place in case of bad weather, unless otherwise agreed in advance in writing. In bad weather DT will make efforts to adjust the program in such a way that the nuisance for the participants is limited. In any case, indoor activities will take place as planned. Outdoor activities can be cancelled free of charge by the client up to 24 hours before the start of the arrangement if, according to DT, the continuation thereof is not useful or cannot be carried out in connection with, among other things, safety.

9.4 The execution of the agreed is dependent on local (weather) conditions. Participants in arrangements or activities that are not accompanied by DT are themselves responsible for a program change if the situation so requires. In case of arrangements or activities under the direction of a representative of DT, they have the right to change the program in consultation with the participants if the situation so requires.

ARTICLE 10 CANCELLATION BY DT

10.1 DT has the right to cancel the agreement up to 14 days before the start if the number of registrations is less than the minimum number of participants published or indicated in advance.

10.2 DT always has the right to cancel the agreement in the event of important circumstances that are unforeseeable and cannot be remedied or avoided, such as (civil) war, terror, political unrest, natural disasters, food shortages, general strikes, et cetera. DT is obliged to inform the client without delay and with reasons for the cancellation.

10.3 In case of cancellation by DT due to the circumstances mentioned in 10.2 prior to the commencement of the arrangement or the activity, the client is entitled to full refund of the funds already paid. DT will endeavour to offer the client an arrangement or activity of comparable quality, if possible in the same period.

10.4 If DT decides to suspend an arrangement or activity already in progress due to the circumstances mentioned in 10.2, they are obliged to make efforts to ensure a safe return of the participant. Any additional costs are for the participant. If DT saves considerable costs due to premature return, the participant is entitled to their share.

10.5 Serious shortcomings in the execution of the agreement by the client or participant (s) such as an improper use of materials made available give DT the right to immediately suspend its obligations, in particular taking back the materials made available by them or striking the activities. In this case, DT can dissolve the agreement by giving an oral statement to the client or participant, provided it is followed by a written statement to the client or participant. DT has the right to full compensation of all costs and damage by the client and / or participant.

ARTICLE 11 OBLIGATIONS OF DT

11.1 DT is obliged to execute according to the expectations that the client may reasonably have on the grounds of the agreement or publications of DT. Depending on the circumstances, DT is obliged to provide help and assistance to the participant if the arrangement or the activity does not go according to the expectations that they could reasonably have. If the cause should be attributed to the client, DT is obliged to provide assistance insofar as this can reasonably be required of him. In that case, the costs for the assistance provided will be borne by the client.

11.2 The correctness of the execution of the agreement must also be assessed on the basis of the customs and the restrictions of the country and the location where the activities take place, on the basis of the sporting or adventurous nature of the activity and on the basis of the amount of the agreement.

11.3 DT is obliged to take out appropriate liability insurance taking into account the risks associated with the offered arrangements.

ARTICLE 12 OBLIGATIONS OF THE CLIENT AND PARTICIPANT

12.1 The client is obliged to report all personal circumstances of themselves and / or those on behalf of whom they concluded the agreement to DT or the representative of DT to the extent that this may affect the smooth running of the arrangement or the activity. This obligation applies in particular to all relevant medical and conditional details. Every participant in activities in or on the water, not being cruises, must be in possession of a recognized swimming diploma or if they do not have a recognized swimming diploma to inform DT of this in advance accordingly.

12.2 The participant is expected to take out adequate travel and / or accident insurance before the start of the arrangement or the activity. By order of the participant or client, DT can ensure adequate travel, accidents or liability insurance. DT acts exclusively as an intermediary and expressly does not guarantee that the damage will be compensated under this insurance.

12.3 The participant is obliged to comply with all instructions from DT or their representative to promote the proper execution of the agreement.

12.4 The participant is obliged to use the provided material in a manner for which it is intended by virtue of its nature and the agreement. The participant must report and record any defects upon receipt of the material. The participant may not make any changes to the material or give it to third parties without permission from DT. The participant informs DT as soon as possible, but no later than the end of the contract, of any damage or loss of materials. DT requires permission in advance for a repair order. At the end of the agreement, the participant will transfer the provided material to a representative of DT at the agreed place in the same state as in which the participant has received it and as clean as possible. DT is entitled, if necessary, to charge extra costs for cleaning, searching, transport and storage of materials, declarations of loss etc. to the client and / or participant.

12.5 The participant who causes such annoyance or expense that the implementation of the arrangement or the activity is, or can be, made more difficult, which endangers the safety of themselves or others or deals with nature and the environment in an irresponsible manner. May be excluded by DT or its representative from (further) participation in the arrangement or the activity. Any resulting additional costs are for the account of the excluded participant or the client under whose responsibility this participant participates.

12.6 If the participant deviates from the recommended route or the recommended time- or travel schedule and therefore has to incur additional costs, these costs will be borne by the participant.

12.7 In the case of air travel, the participant must, if necessary with the assistance of a DT representative, reconfirm it with the airline's office no later than 72 hours before the stated departure time of the return journey. For all journeys, the participant must check the exact time of departure at the latest 24 hours before the stated time of departure of the return journey with DT or the local representative. The consequences arising from failure to do so are entirely at the expense of the participant.

12.8 DT reserves the right to use photographic or other recordings made during the arrangement or activities for promotional purposes. Objections to this must be submitted in writing within 14 days after admission.

12.9 If the participant has not yet reached the age of 17 and is not accompanied by at least one adult, the participant must provide DT with a declaration of no objection signed by his / her legal guardian, the individual in question must sign the registration form or the contract.

12.10 The participant is and remains responsible for the assessment of whether he / she is in sufficient condition to participate in these activities.

ARTICLE 13 LIABILITY OF DT

13.1 Participation in arrangements and / or activities takes place at the risk of the client and / or participant. Except in case of intent or gross negligence of DT itself, DT is not liable for any form of damage, including consequential damage, which the client and / or participant suffer as a result of accidents occurring during the arrangements and / or activities, unless and insofar as exclusion liability should not be legally allowed.

13.2 DT is only liable for damage resulting from a material defect in the facilities offered by it if this material defect can be attributed to DT, unless this defect is not due to their own fault, nor by virtue of the law, a legal act or in norms applicable in society come at his expense.

13.3 DT is not in any case liable for damage resulting from: a. Circumstances attributable to the participant, such as not having a necessary travel document, inadequate health or fitness, inadequate personal handling, incorrect handling or not acting, overestimating your own abilities or ignoring instructions. b. the deliberate or undeliberate classification of a participant in a wrong category as referred to in Article 3 and / or if the participant does not comply with one or more safety regulations and / or his or her condition, as referred to in Article 3, was not sufficient to practice the activity in question. c. actions and influences of third parties not directly involved in the execution of the agreement; Circumstances that are not attributable to DT's debt and which cannot reasonably be attributed to DT pursuant to Dutch law or the norms applicable in society.

13.4 The client and / or participant are expected to take out appropriate accidents, travel and cancellation insurance. In any case, DT will never accept liability for damage for which there is entitlement to compensation, or on the basis of the previous sentence is deemed to exist on the basis of a number of travel, accident and / or cancellation insurance.

13.5 If DT imputably fails to comply with the agreement concerning an arrangement that falls under the law on the travel agreement, DT is liable for compensation of the damage that is the direct result of the performance that has been neglected up to a maximum of three times the travel sum, unless the law dictates otherwise. DT's liability for loss of travel enjoyment is limited to no more than the initial amount of the travel sum.

13.6 The exclusions and / or limitations of liability included in this article also apply to employees and other representatives of DT, the booking office and relevant service providers, as well as their personnel, unless the law excludes this.

13.7 In the unlikely event that an event occurs during the arrangement in question, leading to DT's liability, this liability will be limited to the amount or amounts to which the liability insurance taken out by DT entitles it, plus the deductible that is under DT's liability insurance.

13.8 DT is not liable for loss or misplacement of personal property. Found property can be sent to the relevant participant, however on the responsibility and on behalf of the participant or their representative company.

ARTICLE 14 LIABILITY OF THE CLIENT AND PARTICIPANT

14.1 The participant and / or the client is liable to DT for damage or any other disadvantage caused by the act or omission of himself, or third parties 'admitted' by him.

ARTICLE 15 COMPLAINTS

15.1 If the participant finds a shortcoming in the performance of the agreement, they must report this as soon as possible to the service provider concerned, so that they can find a suitable solution. If the shortcoming is not resolved within a reasonable period and detracts from the quality or the activity, it must be reported to DT or the representative on site as soon as possible. The communication costs will be reimbursed by DT, unless it appears that these should not reasonably have been incurred.

15.2 If the complaint is not dealt with satisfactorily on the spot, it can be submitted in writing to DT with no later than 14 days after the end of the arrangement or the activity. If the arrangement or activity has not taken place, a term of one month after the original starting date applies.

15.3 Every appointment for whatever reason, as well as any right to dissolve the agreement, will lapse in the event of late notification at least 1 year after the end of the arrangement or the activity or if the arrangement or activity has not taken place, 1 year after the original start date.



ARTICLE 16 APPLICABLE CONDITION; APPLICABLE LAW; QUALIFIED JUDGE

16.1 Unless explicitly agreed otherwise, the general terms and conditions of the client do not apply, not even in addition to these general terms and conditions of DT. The latter conditions cannot be deviated from by written agreement.

16.2 Dutch law applies to agreements and any other legal relationships between DT and the client.

16.3 Disputes that cannot be resolved by mutual agreement between DT and client will be submitted to the competent court in Amsterdam.

APPENDIX ELECTRONIC DATA TRAFFIC

This appendix is an integral part of the applicable DT General Terms and Conditions. In addition to the definitions used in the General Terms and Conditions, this appendix includes "Electronic data traffic": sending or receiving information and statements via all electronic means of communication, such as e-mail, FTP (File Transfer Protocol) or interactive internet pages.

ARTICLE 1 DEVELOPMENT OF AGREEMENT

1.1 The parties agree that agreements concluded by electronic data traffic are binding between parties and that information sent via electronic data traffic has, in any legal proceedings, compelling evidence regarding the agreements existing between the parties, to the contrary by the party, which argues that the evidence is not reliable.

1.2 In the event of a conflict concerning the content, form or transmission / reception time of electronic messages sent by the parties, or of the information entered or left by them via a website and the content, form or transmission / reception time of the message received by DT or information received via the site, relevant information as laid down in DT's records and / or electronic databases will be regarded as compelling evidence in any legal proceedings, on the basis of evidence from the party, relying on the fact that the evidence is not reliable is.

ARTICLE 2 E-MAIL MESSAGES

2.1 An agreement per e-mail message can be equated with a written agreement in the context of the general delivery conditions.

2.2 In the event of a dispute about whether or not e-mail messages have been received or sent, DT's log data will be able to provide compelling evidence.

2.3 E-mail messages are deemed to have been received if they are accessible to the other party, including the moment that the message in question reaches the mailbox of the receiving party.