

GENERAL TERMS AND CONDITIONS OF BURGER FERRY AGENCIES

1. GENERAL

These general terms and conditions are used by Burger Ferry Agencies B.V., with registered office at Hofhoek 11, 3176 PD Poortugaal, the Netherlands, hereinafter referred to as "Burger", and form part of agreements entered into with the customer.

2. AGREEMENT

- 2.1. The agreement with the customer is concluded once Burger confirms it or because Burger commences with its performance.
- 2.2. Unless explicitly agreed otherwise, the agreement between Burger and the customer is an instruction to Burger to enter into agreements on behalf of the customer. These agreements may be entered into with providers of transport and/or crossings and/or passages (toll), hereinafter referred to as the carrier, regardless of whether Burger also acts as the agent of the carriers.
- 2.3. Burger is authorised on behalf of the customer to accept the applicability of the carrier's terms and conditions, including exoneration clauses. Burger is also authorised to do so even if it acts as the carrier's agent.
- 2.4. Unless explicitly agreed otherwise in writing, Burger does not guarantee arrival or departure times.

3. BOOKING PORTAL

- 3.1. The login details for the booking portal that Burger provides to the customer are personal and confidential. The customer may not disclose or show the password to others.
- 3.2. If a third party has possibly gained access to the login details, the customer must notify Burger of this without delay.
- 3.3. Until notice as referred to in the previous paragraph is given, instructions provided via the booking portal with the supplied login details will be presumed to have been provided by the customer.

4. PRICES

- 4.1. All prices are in euros and exclude VAT.
- 4.2. Burger is entitled to pass on factors that increase the cost price, such as levies, taxes and surcharges, to the customer.
- 4.3. If no price has been agreed, the price that Burger usually charges for a similar instruction will apply as reasonable.

5. PAYMENT

- 5.1. Burger must receive payment no later than 30 days after the invoice date.
- 5.2. If an invoice is not paid within 30 days, the customer will be in default without the need for any demand or notice of default. All of Burger's outstanding invoices will then become immediately due and payable in full.
- 5.3. If payment is late, the customer will be liable to pay default interest of 1.5% per month.

- 5.4. If Burger feels compelled to send payment reminders or demands to the customer, it will be entitled to charge €40.00 in administration fees for this purpose. If Burger feels compelled because of the customer's default to hand over its claim for collection, the associated costs, such as judicial and extrajudicial costs and costs for any bankruptcy petition, will be payable by the customer. The extrajudicial costs amount to 15% of the unpaid amount, subject to an absolute minimum of €250.00.
- 5.5. In case of default, the customer is obliged to provide security for payment to Burger immediately on request.
- 5.6. Burger may for reasons of its own require prepayment from the customer or introduce or reduce a credit limit for the total amount owing by the customer.

6. FORCE MAJEURE

- 6.1. Force majeure is force majeure within the meaning of Section 75, Book 6 of the Dutch Civil Code.
- 6.2. If the agreement cannot be fulfilled within a reasonable period due to force majeure, both the customer and Burger will be entitled to terminate the agreement. Burger will not be liable for any damage in that case.

7. LIABILITY

- 7.1. Burger is not liable for damage suffered by the customer, except and insofar as the customer can prove wilful misconduct or gross negligence by Burger.
- 7.2. Burger is not liable in any case for consequential damage, lost profits or immaterial damage of the customer.
- 7.3. Liability for damage is expressly limited to the amount that the insurance pays out in the given case. If no payment is made under the insurance for any reason, liability for damage for each event or series of events with the same cause of damage will be expressly limited to the amount that Burger has invoiced for the instruction that gave rise to the damage.

8. CANCELLATION

- 8.1. The customer may cancel the agreement without costs until ... hours before the booked departure.
- 8.2. A cancellation is valid only if Burger has confirmed it in writing.

9. TERMINATION

- 9.1. In addition to the statutory grounds for termination, Burger will be entitled to terminate the agreement without judicial intervention if the customer is declared bankrupt or liquidated, petitions for a moratorium on the payment of debts, is admitted to the statutory debt management scheme or otherwise loses the power to dispose of all or part of his assets.
- 9.2. The customer may not terminate the agreement.

10. DISPUTES AND APPLICABLE LAW

- 10.1. Dutch law applies to agreements between the parties.
- 10.2. All disputes will be settled by the Rotterdam District Court, unless Burger brings the dispute before another competent court according to international or other rules on jurisdiction.