

# GENERAL TERMS AND CONDITIONS

## SZYMONIDAS SAILING

(Szymonidas Sailing is a trade name of Maronet BV)

### Article 1 - General

1.1 These General Conditions govern the provision of sailing trips and related services by Maronet B.V., operating under the trade name Szymonidas Sailing (hereinafter referred to as the "Entrepreneur"), with its registered office at Kerkstraat 6, 5595 CX Leende, The Netherlands (KvK: 88990508).

1.2 In these General Conditions, the following terms shall have the meanings set out below:

- Entrepreneur: A natural or legal person who enters into an agreement with the Customer for the provision of a sailing trip.
- Customer: A natural or legal person who enters into an Agreement with the Entrepreneur for a Sailing Trip with a captain, including accommodation on board for themselves and/or their Guests.
- Captain: The skipper or captain who holds authority over the ship and is responsible for its operation during the voyage.
- General Conditions: These General Conditions of Szymonidas Sailing.
- Guest: Any person who is on board the ship at the invitation of the Customer and with the consent of the Entrepreneur.
- Ship: The specific vessel named in the Agreement or a comparable alternative vessel provided by the Entrepreneur.
- Agreement: Any contract between the Entrepreneur and the Customer in which the Entrepreneur agrees, in return for payment, to transport the Customer and/or their Guests on a ship.
- Sailing Trip: The complete period of sailing and staying on board the Ship as specified in the agreement.
- Electronic: Communication carried out by email or via the Entrepreneur's website.

### Article 2 - Applicability

2.1 These General Conditions apply to all Agreements entered into between the Entrepreneur and the Customer.

2.2 These General Conditions also apply for the benefit of all natural and legal persons engaged by the Entrepreneur—either directly or indirectly—in the preparation or execution of the Agreement.

2.3 These General Conditions shall apply exclusively and to the express exclusion of any general or specific terms and conditions used by the Customer, unless explicitly agreed otherwise in writing by both parties.

2.4 Articles 14 and 15 of these General Conditions, as well as the provisions of the Standard Package Travel Information Form, do not apply if the Sailing Trip (i) does not include an overnight stay, (ii) lasts less than 24 hours, or (iii) is offered occasionally on a non-profit basis to a limited group of participants.

### **Article 3 - The Offer**

3.1 Any general offer made by the Entrepreneur—whether presented through brochures, advertisements, or on the Entrepreneur's website—is non-binding and should be regarded as an invitation to enter into negotiations.

3.2 A specific offer will be provided to the Customer in writing or electronically. The offer shall include a date and indicate how long it remains valid. If no validity period is stated, the offer is valid for (14) fourteen days from the date of issuance. Unless expressly stated otherwise, the Entrepreneur may amend or withdraw the offer at any time prior to acceptance.

3.3 The offer shall contain, at a minimum, the following details:

- The nature, scope, and content of the services to be provided by the Entrepreneur;
- The total price of the Sailing Trip, specified per person for individual bookings and per group for group bookings, including the percentage required as an advance payment and whether this price includes or excludes VAT;
- The method and payment term for payment;
- The scheduled date and time for embarkation and disembarkation;
- The maximum number of Guests allowed per Ship;
- In the case of individual bookings, a reservation of the right for the Entrepreneur to cancel the trip if the minimum number of participants is not met, along with the applicable cancellation deadline;
- A copy of these General Conditions, if not previously provided.

Where applicable, the offer shall also include:

- The cancellation conditions that apply to the Customer;
- Any mandatory surcharges or local fees (such as port charges, bridge or lock fees, pilotage costs, or tourist taxes);
- Any travel or health requirements (such as identification documents, vaccinations, or health declarations);
- Whether the itinerary or included services may be subject to change due to weather conditions or operational circumstances.

### **Article 4 - Agreement**

4.1 The Agreement is deemed concluded once the Customer accepts the Entrepreneur's offer in writing or electronically. By accepting the offer, the Customer enters into a binding Agreement. The Entrepreneur retains the right to confirm or decline the booking within (5) five days of acceptance. Upon confirmation, the cancellation terms in Article 6 apply in full.

### **Article 5 - Payment conditions**

5.1 The total price for the Sailing Trip shall be paid by the Client as follows:

- Fifty percent (50%) of the Price shall be payable upon reservation;
- The remaining fifty percent (50%) of the Price shall be payable no later than fourteen (14) days prior to the commencement of the Sailing Trip.

5.2 The Customer is not entitled to participate in the Sailing Trip until full payment has been received. The Entrepreneur may deny boarding in the event of non-payment or incomplete payment, without liability.

5.3 In the event of late payment, the Entrepreneur may charge statutory interest on the outstanding amount and claim reasonable collection costs.

5.4 Any objections to the amount of an invoice must be submitted in writing within seven (7) days of receipt. Objections do not suspend the Customer's obligation to pay the undisputed portion of the invoice.

## **Article 6 - Cancellation**

6.1 If the Customer wishes to cancel the Agreement, they must notify the Entrepreneur as soon as possible, either in writing or electronically.

6.2 In the event of cancellation by the Customer, the following cancellation fees—expressed as a percentage of the total price of the Sailing Trip—shall apply:

- Twenty-five percent (25%) of the Price if cancellation occurs up to three (3) months prior to the scheduled departure date.
- Fifty percent (50%) of the Price if cancellation occurs up to one (1) month prior to the scheduled departure date.
- One hundred percent (100%) of the Price if cancellation occurs within two (2) weeks of the scheduled departure date.

6.3 Up to seven days before departure, the Customer may request that either they or one of their Guests be replaced by another person, provided the substitute meets all applicable conditions under the Agreement. The Customer remains fully responsible for the performance of the Agreement and is jointly and severally liable with the substitute for any outstanding payments, an administrative change fee of €50.00, and any additional costs resulting from the substitution.

6.4 The Customer is required to pay the cancellation fee as set out in Article 6.2, unless they can prove that the actual damage incurred by the Entrepreneur is at least 15% lower than the applicable cancellation fee. Conversely, the Entrepreneur may claim a higher amount if they can prove that the actual damage exceeds the applicable cancellation fee by at least 15%. In all cases, the total compensation shall not exceed the total price of the Sailing Trip. For the purposes of this article, damage includes both direct financial loss and lost profit.

6.5 The Entrepreneur reserves the right to cancel the agreement if, due to unavoidable and extraordinary circumstances, they are unable to fulfill the contractual obligations. In such cases, the Customer shall be informed as soon as reasonably possible and in any case prior to the start of the Sailing Trip.

6.6 The Entrepreneur may also cancel the Agreement within the period specified in the offer if the number of bookings falls short of the minimum number of participants required to operate the Sailing Trip.

6.7 In the cases described in Articles 6.5 and 6.6, the Entrepreneur will refund all amounts already paid by the Customer in full. No additional compensation shall be owed.

## **Article 7 - Entrepreneur's Rights and Obligations**

7.1 The Entrepreneur guarantees that the Ship and its crew comply with all applicable legal requirements and are equipped with appropriate safety equipment. The sailing route shall be determined by the Entrepreneur and/or the Captain. If agreed, these shall be determined in consultation with the Customer. The Entrepreneur and/or the Captain may adjust the planned route, place of departure or arrival, or to delay or cancel departure if nautical, meteorological, technical, or other relevant circumstances make this necessary. Such circumstances may include, but are not limited to, adverse weather conditions, tides, obstructions in waterways, or issues affecting the Ship's condition or availability.

7.2 In such cases, the Entrepreneur and/or Captain will make reasonable efforts to propose an alternative solution in consultation with the Customer. Any additional costs resulting from changes to the route, timing, or destination — including but not limited to fuel, port charges, bridge or lock fees, or pilotage, shall be borne by the Customer. The Entrepreneur and/or Captain shall determine whether the proposed solution is reasonably practicable.

7.3 If the agreed Ship and/or Captain becomes unexpectedly unavailable, the Entrepreneur is entitled to provide a comparable replacement. If no suitable replacement can be arranged and the unavailability is due to circumstances beyond the Entrepreneur's reasonable control, the Entrepreneur may terminate the agreement. In that case the Customer will receive a full refund of any amounts already paid. No further compensation shall be owed.

7.4 The Entrepreneur may cancel or modify specific activities included in the Sailing Trip program—such as island visits, excursions, or water sports—in the event of adverse weather conditions, safety concerns, or other relevant circumstances, including operational or logistical reasons. In such cases, no partial refund shall be issued unless explicitly agreed otherwise in writing.

7.5 The Entrepreneur may increase the agreed price up to (20) twenty days before the start of the Sailing Trip if the increase is the result of changes in: (a) transportation costs, including fuel prices; (b) taxes or levies imposed by third parties, including port charges or tourist taxes; and/or (c) exchange rates relevant to the Sailing Trip. Any such price increase will be communicated in writing, including an explanation of how the adjustment was calculated. If the total increase exceeds 8% of the original price of the Sailing Trip, the

Customer has the right to terminate the Agreement without penalty within ten days of receiving the notice.

7.6 If, after the Agreement has been concluded and before the start of the Sailing Trip, the total price of the Sailing Trip decreases due to changes in transportation costs (including fuel), taxes or levies imposed by third parties, or relevant exchange rates, the Customer is entitled to a corresponding price reduction. The Entrepreneur may deduct reasonable administrative expenses from the amount to be refunded.

7.7 The Entrepreneur shall inform the Customer in advance of any additional costs that are for the Customer's account, such as port charges, bridge and lock fees, pilotage costs, local taxes (including tourist taxes), and fuel surcharges. These costs are not included in the agreed price unless explicitly stated otherwise.

7.8 If unavoidable and extraordinary circumstances prevent the agreed return of the Customer and/or their Guests, the Entrepreneur will cover the cost of necessary accommodation for a maximum of three nights per person.

## **Article 8 – Customer's Rights and Obligations**

8.1 The Customer is required to provide the entrepreneur or their representative with a list of all Guests' names, along with the contact details of at least one responsible person, no later than seven days before the start of the Sailing Trip, unless otherwise agreed. Late changes may only be made with the Entrepreneur's prior approval.

8.2 Upon conclusion of the Sailing Trip, the Customer shall ensure that the Ship is left in the same condition as it was at the start of the Trip, to the extent that this is reasonably within their control. If the Customer fails to do so, the Entrepreneur may restore the Ship to its original condition at the Customer's expense.

8.3 The Customer and all Guests must at all times comply with the instructions of the Entrepreneur, the Captain, and any crew members. This includes, but is not limited to, instructions related to safety, conduct, navigation, the use of onboard equipment, and compliance with legal or port regulations.

8.4 If meals are served on board during the Sailing Trip, the Customer shall ensure that the Captain and any crew members are included in those meals at no additional cost. If no meals are arranged on board, the price of the Sailing Trip includes a catering allowance to cover the crew's meals.

8.5 The luggage brought on board by the Customer and Guests must be appropriately sized and stored so as not to cause obstruction or inconvenience, as determined by the Captain. Permitted luggage should be packed in suitcases, bags, duffel bags, or backpacks, is limited to hand-portable items reasonably required for personal use, and may not include any food or beverages, unless expressly permitted by the Entrepreneur.

8.6 The possession or transportation of dangerous goods, weapons, illegal drugs, or contraband by the Customer or Guests is strictly prohibited.

8.7 Pets are not permitted on board unless expressly authorized in advance by the Entrepreneur.

8.8 The Customer is responsible for informing their Guests of all applicable rules, safety instructions, and other obligations under the Agreement, and for ensuring that these are observed.

8.9 The Customer is responsible for ensuring that all Guests behave appropriately during the Sailing Trip. Misconduct — such as excessive intoxication, disruptive or aggressive behaviour, or refusal to follow instructions related to safety or order on board — is not allowed. In the event of such behaviour, the Entrepreneur and/or Captain may remove the individual(s) from the ship without prior warning. In such cases, the Customer shall not be entitled to any refund or other compensation.

8.10 Minors (persons under 18 years of age) must be supervised by a responsible adult at all times. The Entrepreneur reserves the right to deny boarding to unsupervised minors or to restrict their participation in certain activities, unless alternative arrangements have been explicitly agreed in writing. If, during the cruise, it becomes apparent that a minor is unsupervised in breach of this clause, the Entrepreneur may take appropriate measures, insofar as reasonably possible, in consultation with the Customer or responsible adult.

8.11 The Customer is strongly advised to obtain comprehensive travel insurance covering, at a minimum, cancellation, personal injury, personal liability, and medical expenses. The Entrepreneur is not responsible for any costs or losses that arise due to the absence of such insurance.

8.12 The Customer and Guests must comply with all applicable public health regulations in effect at the time of the Sailing Trip. This may include, but is not limited to, providing health information or complying with screening or preventive measures. Failure to comply may result in denied boarding or other restrictions, without entitlement to a refund.

8.13 The customer is responsible for ensuring that they and their Guests use any recreational equipment provided by the Entrepreneur—such as dinghies, paddleboards, or surfboards—in a careful and lawful manner. Any injury or damage caused to third parties during such use shall be the responsibility of the Customer, unless the incident results from a defect or negligence attributable to the entrepreneur or their crew.

## **Article 9 - Non-Conformity**

9.1 If one or more services are not performed in accordance with the Agreement, the Entrepreneur shall take appropriate steps to remedy the non-conformity, unless:

- Remedy the issue is impossible; or
- It would result in disproportionately high costs, taking into account the nature and extent of the non-conformity and the value of the affected services.

9.2 The Customer must notify the Entrepreneur of any non-conformity without delay in order to allow timely resolution.

## **Article 10 - Dissolution and Suspension**

10.1 If either party fails to meet its obligations under the Agreement, the other party has the right to suspend its own obligations or to terminate (dissolve) the Agreement, unless the failure is of such minor importance or special nature that it does not justify suspension or termination.

10.2 Termination of the Agreement is permitted by either party in any case under the following circumstances:

- a) The other party is declared bankrupt, is granted a suspension of payments, undergoes debt restructuring, or is placed under guardianship.
- b) The other party fails to fulfill its contractual obligations within 14 days after having been notified in writing of the default.

10.3 The Entrepreneur may also dissolve the Agreement if:

- a) The Customer or their Guests breach one or more obligations under Article 8;
- b) The agreed Ship becomes unavailable due to unforeseen circumstances and a comparable replacement Ship cannot be provided despite reasonable efforts;
- c) The number of bookings does not meet the minimum required participation level within the period stated in the offer.

10.3 Cancellation or dissolution must be communicated in writing, including a clear statement of the reasons. The Agreement shall be considered dissolved without court intervention upon receipt of the cancellation notice, or in any case five days after the notice has been sent.

10.4 If the reason for cancellation or dissolution is attributable to the Customer or their Guests, the Customer shall be liable for damages that are direct, reasonably foreseeable, and proportionate to the breach.

10.5 If the Entrepreneur terminates the agreement for reasons not attributable to the customer, the customer is entitled to compensation for demonstrable, direct damages suffered, up to a maximum of the total price of the Sailing Trip. No additional compensation shall be due, unless mandatory consumer protection laws provide otherwise. This provision does not apply if the termination results from unavoidable and extraordinary circumstances.

## **Article 11 - Liability**

11.1 The Entrepreneur's liability for any damage is limited to a maximum of (2) two times the total price of the Sailing Trip, unless the damage results in death or personal injury or is caused by the Entrepreneur's willful misconduct or gross negligence.

11.2 If a specific treaty convention, or statutory regulation applies to a service provided under the Agreement, the Entrepreneur may invoke any liability exclusions or limitations provided therein.

11.3 Any claim for compensation must be submitted within (2) two years from the date on which the damage occurred. After this period, the right to claim compensation shall lapse.

11.4 The Entrepreneur is not liable for damages if the Customer or Guest has recovered, or could have recovered, under an insurance policy.

11.5 If the Entrepreneur can demonstrate that the damage was caused or worsened by the negligence or fault of the Customer or their Guest(s), the Entrepreneur's liability shall be reduced or eliminated accordingly.

11.6 The Entrepreneur is not liable for the loss of or damage to luggage or personal belongings (including but not limited to cash, jewelry, electronics, or other valuables) if such loss or damage results from insufficient care by the Customer or Guest, including leaving valuables unattended onboard.

11.7 The Customer is liable for any damage caused by themselves or by Guests or visitors invited by them, unless the damage is attributable to an act or omission by the Entrepreneur or the Captain.

11.8 The Entrepreneur is not liable for damages resulting from:

- a) Delays in departure or return,
- b) Deviations from the agreed itinerary, and/or
- c) The unavailability of the originally agreed Ship due to unforeseen circumstances requiring a replacement vessel.
- d) Voluntary participation in water sports or similar recreational activities during the Sailing Trip, unless the damage is caused by willful misconduct or gross negligence on the part of the Entrepreneur or their crew;
- e) Damage or injury caused by the Customer or their Guests to third parties while using water sports equipment made available by the entrepreneur, such as dinghies, paddleboards, surfboards, or similar gear.

11.9 Participation in water sports or similar recreational activities during the Sailing Trip is entirely voluntary and at the Customer's and guests' own risk. The Entrepreneur is not liable for any injury, loss, or damage arising from such participation, unless caused by willful misconduct or gross negligence on the part of the entrepreneur or their crew. Participants must ensure they possess the necessary swimming ability and physical condition and must follow all safety instructions provided by the entrepreneur or crew.

11.10 The Customer is responsible for informing their Guests of all applicable terms, rules, and safety obligations. The Customer shall indemnify the Entrepreneur against any claims made by Guests, to the extent that the Entrepreneur would not be liable if the same claim were brought directly by the Customer.

## **Article 12 - Force Majeure**

12.1 Force majeure refers to any unforeseeable event or circumstance beyond the reasonable control of the Entrepreneur that delays or prevents the performance of the Agreement, and which cannot be attributed to the Entrepreneur under applicable law, the terms of the Agreement, or generally accepted standards of reasonableness and fairness.

12.2 Force majeure includes, but is not limited to, substantial damage to the Ship, serious technical malfunctions, unavailability of key crew members, government restrictions, port closures, strikes, pandemics, or the failure of essential third-party services, provided that such events could not reasonably have been foreseen or prevented by the Entrepreneur. A decision by the Captain that proceeding with the voyage would be irresponsible due to weather conditions—whether considered independently or in light of the Ship's characteristics or the composition of the passenger group—shall also constitute force majeure.

12.3 If a force majeure event makes performance of the Agreement permanently impossible, or causes a delay of more than (7) seven days, either party may terminate the Agreement in writing without liability for damages.

12.4 In the event of termination due to force majeure, the Entrepreneur is entitled to reimbursement of reasonable costs incurred prior to termination, to the extent those costs directly benefit the Customer. Any remaining payments made by the Customer shall be refunded without undue delay.

## **Article 13 - Help and Assistance**

13.1 The Entrepreneur shall provide reasonable help and assistance to the Customer and their Guests in the event of emergencies or issues that materially affect the continuation or enjoyment of the Sailing Trip.

13.2 If the difficulties result from intent, negligence, or any actions attributable to the Customer or their Guests, the Entrepreneur is entitled to recover any costs reasonably incurred in providing such assistance. This includes, but is not limited to, communication costs, transport expenses, and additional crew support.

## **Article 14 - Insolvency**

14.1 The Entrepreneur shall maintain adequate security to ensure that, in the event of insolvency or financial failure, the Customer is entitled to a full refund of any payments made under the Agreement. If the Sailing Trip includes transport and the trip has already commenced, the Entrepreneur shall also ensure repatriation where applicable.

14.2 In the event of the Entrepreneur's insolvency or inability to fulfil contractual obligations, the Customer shall be entitled to one of the following remedies:

- a) Transfer of the Agreement to a competent third party who assumes all contractual obligations;
- b) Full refund of all amounts paid if the trip has not commenced;
- c) A proportionate refund for the unused portion of the trip if the trip has already begun.

14.3 Where relevant, the Entrepreneur shall also cover and arrange for the repatriation of the Customer and their Guests, in accordance with applicable insolvency protection schemes.

## **Article 15 - Complaints**

15.1 Complaints regarding the performance of the Agreement must be reported to the Entrepreneur or their representative without undue delay and on site, so that a timely and appropriate solution can be sought.

15.2 If the complaint cannot be resolved during the Sailing Trip, or if it is only discovered afterward, the Customer must notify the Entrepreneur in writing or by email within a reasonable period not exceeding (14) fourteen days after the issue is discovered. The complaint must be clearly described and properly substantiated.

15.3 If the Customer fails to submit a complaint as meant in 15.2 within (14) fourteen days, the Entrepreneur is entitled to reject the complaint. This does not apply if the Customer can reasonably justify the late submission, such as due to unforeseen or unavoidable circumstances.

15.4 If it becomes clear that a complaint cannot be resolved through consultation between the Customer and the Entrepreneur, the matter shall be deemed a dispute as referred to in Article 18 of these General Conditions.

## **Article 16 - Data Privacy**

16.1 The Entrepreneur shall process all personal data provided by the Customer in accordance with applicable privacy and data protection laws, including the General Data Protection Regulation (GDPR) and the provisions set out in the applicable Privacy Statement.

16.2 Personal data is collected and processed solely for the purpose of fulfilling the Agreement, handling administrative procedures, and maintaining necessary communication with the Customer.

16.3 The Customer has the right to request access to their personal data, as well as to request correction or deletion of inaccurate or outdated information. Such requests must be submitted in writing or electronically.

16.4 The Entrepreneur shall implement appropriate technical and organizational measures to protect personal data against loss, unauthorized access, or unlawful processing.

16.5 The Entrepreneur may share personal data with third parties where this is necessary for the performance of the Agreement, to comply with legal obligations, or to pursue legitimate interests that do not override the rights and freedoms of the data subjects. Personal data will not be shared with third parties for marketing or other unrelated purposes without the Customer's prior consent.

16.6 Photos and videos may be taken during the sailing trip for promotional use by the entrepreneur. The Customer must inform Guests of this. Anyone who does not wish to appear recognizably must inform the Entrepreneur before the Sailing Trip.

#### **Article 17 - Disputes and Choice of Forum**

17.1 This Agreement, including its formation, interpretation, and performance, shall be governed exclusively by Dutch law, unless otherwise required by mandatory legal provisions.

17.2 In the event of a dispute arising from or related to this Agreement, the parties shall first make reasonable efforts to resolve the matter amicably through mutual consultation.

17.3 If an amicable resolution cannot be reached, the dispute shall be submitted to the competent court in the Netherlands, unless mandatory legal provisions prescribe a different jurisdiction.