



GENERAL TERMS AND CONDITIONS Wagenborg Passagiersdiensten B.V.

1. Definitions

In these terms and conditions, the following terms are to be understood as follows:

- 1.1 Rederij Wagenborg: the private company with limited liability [*besloten vennootschap*] Wagenborg Passagiersdiensten B.V. with registered office in Delfzijl.
- 1.2 Passenger: a natural or legal person with whom Wagenborg Passagiersdiensten B.V. has entered into an agreement.
- 1.3 Agreement: the agreement, which is concluded between Wagenborg Passagiersdiensten B.V. and the Passenger, regarding the purchase of a ticket.
- 1.4 Ticket: a ticket (return or one-way ticket) for the sailing by boat (Ferry or Fast Ferry) from and/or to Ameland or Schiermonnikoog, for the transportation of persons, vehicles and/or goods.

2. General

- 2.1 These terms and conditions apply to any agreement between Rederij Wagenborg and the Passenger to which Rederij Wagenborg has declared these Terms and Conditions applicable.
- 2.2 Any deviations from these terms and conditions are only valid if explicitly agreed in writing.
- 2.3 The KBN General Terms and Conditions for Passenger Shipping and KBN Passenger Transport Conditions for Inland Shipping, the latest version filed at the registry of the Rotterdam District Court, also apply to all agreements between Rederij Wagenborg and the Passenger. In the event of a conflict between these general terms and conditions and the KBN General Terms and Conditions for Passenger Shipping and KBN Passenger Transport Conditions for Inland Shipping, these general terms and conditions of Rederij Wagenborg will prevail.
- 2.4 These terms and conditions have been filed at the office of the Chamber of Commerce [*Kamer van Koophandel*] in Groningen under file number 02300456. The most recently filed version shall always be applicable. These terms and conditions are also available on the website of Rederij Wagenborg (www.wpd.nl).

3. Realisation of the Agreement

- 3.1 The agreement is established by the Passenger's acceptance of the offer made by Rederij Wagenborg. After the conclusion of the agreement, the Passenger will receive a confirmation thereof in writing or by e-mail as soon as possible, possibly in the form of an invoice or payment specification.
- 3.2 The offer made by Rederij Wagenborg is without obligation and may be revoked by it if necessary. Revocation for reason of correction of errors in the calculation of the fare or other obvious errors is permitted. This should be done as soon as possible, but no later than two working days after acceptance, stating reasons for the revocation.
- 3.3 Before or no later than on the conclusion of the agreement, the Passenger provides Rederij Wagenborg with all information regarding himself and the Passengers he has registered, which may be of importance for the conclusion or execution of the agreement. If he fails to provide this information and this results in Rederij Wagenborg excluding this/these Passenger(s) from (further) participation in the journey, in accordance with the provisions of Article 10 of these terms and conditions, the costs referred to in that Article will be charged to him.



- 3.4 The person who enters into an agreement in the name of or on behalf of another person (the principal) is jointly and severally liable for all obligations under the agreement. All traffic (including payment traffic) between the Passenger and fellow passenger(s) on the one hand and Rederij Wagenborg on the other hand, take place exclusively through the principal. The fellow passenger(s) is/are liable for their own share.
- 3.5 Rederij Wagenborg bears no responsibility for general information in photographs, leaflets, advertisements, websites and other information carriers, insofar as prepared or published under the responsibility of third parties.

4. Fares

- 4.1 The fares published by Rederij Wagenborg are inclusive of VAT and inclusive of tourist tax. The amounts of the fares are given in euros.
- 4.2 The fares are not guaranteed until the ticket reservation is confirmed in writing or by e-mail by Rederij Wagenborg.

5. Changes and cancellations

- 5.1 Changing a ticket is possible up to 60 minutes before the time of departure, provided the reservation has not been checked in.
- 5.2 A ticket can be changed regarding the date of travel, time of the outward and/or return journey, the number of people travelling and reserved items such as a bike rack, for example. Making such a change is free of charge. If a ticket is changed into a journey with a different fare, the difference will be settled.
- 5.3 The Passenger, whoever replaces him and his fellow passengers (in case of multiple passengers on one registration) are jointly and severally liable to Rederij Wagenborg for the payment of the outstanding portion of the amount due and any additional costs resulting from the change.
- 5.4 A reservation can be changed online, by telephone or at the counter.
- 5.5 Cancellation of a ticket is possible up to 60 minutes before the time of departure. If you cancel a paid reservation made online, no administration costs will be charged. For a paid reservation made by customer service (by telephone, e-mail or chat), the prepaid amount minus a €7.00 administration fee will be refunded.
- 5.6 The group discount applies only to a party consisting of at least 15 persons. If it turns out on departure that this is not the case, the difference between the reduced rate and the regular fare must be paid at departure.
- 5.7 Changes/cancellations can be made by telephone via telephone number +31 (0)900-9238 (local rate) or by e-mail via info@wpd.nl. Online changes/cancellations can be made via the internet via the website: www.wpd.nl.

Tickets Esonstad – Schiermonnikoog

- 5.8 It is not possible to change or cancel a ticket for the crossing from Esonstad to Schiermonnikoog.
- 5.9 A refund of the ticket Esonstad-Schiermonnikoog v.v. will only take place if the Esonstad-Schiermonnikoog v.v. trip is cancelled by Rederij Wagenborg.

6. Payment

- 6.1 Payment must be made immediately upon purchase or reservation of the ticket.



6.2 Payment must be made by means of legal tender in the Netherlands at the then current (exchange) rate, or using any other accepted method of payment as specified by Rederij Wagenborg.

6.3 Objections against the price of the ticket (the fare) do not suspend the payment obligation.

6.4 After the expiration of the term referred to under Article 6, Paragraph 1, the Passenger is legally in default; the Passenger is then not entitled to the issuance of the ticket.

7. Collection costs

7.1 If the Passenger is in default with regard to the fulfilment of one or more of his obligations, all reasonable extrajudicial costs incurred to secure payment are for the account of the Passenger. In any case, in the case of a monetary claim, the Passenger shall owe collection costs. The collection costs are calculated in accordance with the collection rate, as advised in the NVVR report "Voorwerk II".

7.2 If Rederij Wagenborg demonstrates that it has incurred higher costs, which were reasonably necessary, these are also eligible for reimbursement.

8. Termination/dissolution

8.1 Rederij Wagenborg has the right to terminate or dissolve the agreement with immediate effect due to serious circumstances.

8.2 Serious circumstances are understood to mean circumstances of such a nature that Rederij Wagenborg cannot reasonably be expected to perform the agreement, which in any case includes the actions and situations as referred to in Article 10 of these terms and conditions.

8.3 If the cause of the termination or dissolution is attributable to the Passenger, the resulting damages shall be borne by the Passenger.

8.4 a. If the termination or dissolution is attributable to Rederij Wagenborg, the resulting damages shall be borne by Rederij Wagenborg.

8.4 b. If the termination or dissolution is attributable neither to the Passenger nor to Rederij Wagenborg, the parties each bear their own damages.

8.4 c. If Rederij Wagenborg saves money due to the termination or dissolution, the Passenger is entitled to his share of the amount of the money saved.

8.5 The preceding paragraphs of this article do not affect the legal provisions regarding dissolution of the agreement by Rederij Wagenborg.

9. Liability

9.1 The KBN General Terms and Conditions for Passenger Shipping and KBN Passenger Transport Conditions for Inland Shipping, applicable to all agreements with Rederij Wagenborg, contain detailed provisions regarding the liability of the Passenger and of a carrier such as Rederij Wagenborg. These provisions are considered to be repeated and included here.

9.2 The liability of Rederij Wagenborg, the KBN General Terms and Conditions for Passenger Shipping and KBN Passenger Transport Conditions for Inland Shipping, are limited to the execution of the agreement by Rederij Wagenborg. Rederij Wagenborg is not liable for damage resulting from the execution of the agreement by third parties.

9.3 Rederij Wagenborg cannot be held liable for damages caused by a delay or cancellation of sailings.

10. Obligations of the Passenger



- 10.1 The Passenger is prohibited from being transported by Rederij Wagenborg without a valid ticket. The Passenger is also prohibited from using an unauthorised, altered or otherwise manipulated the proof of a ticket, misusing the proof of a ticket or hindering or preventing its inspection.
- 10.2 The Passenger must handle the proof of a ticket with care. The Passenger must immediately report the theft of the proof of a ticket to Rederij Wagenborg. In the event of fraud or theft of this proof, the Passenger is liable for any resulting damages, unless the damages are attributable to the acts or omissions of Rederij Wagenborg.
- 10.3 The Passenger is required to comply with all instructions issued by Rederij Wagenborg to promote the proper execution of the sailing and is liable for damages caused by any improper conduct on his part, to be judged by the standards of proper conduct of a Passenger.
- 10.4 The Passenger who causes or is threatening to cause such hindrance or inconvenience that a proper execution of a sailing is or may be greatly impaired as a result, such as due to being drunk or due to illness, or who behaves in such an undesirable manner that this may harm the well-being and/or safety of other passengers and crew, Rederij Wagenborg may deny access to the embarkation area and/or the vessel if it cannot reasonably be expected to comply with the agreement.
- 10.5 Rederij Wagenborg may deny a Passenger access to the embarkation area and/or the vessel who is in possession of items which Rederij Wagenborg deems undesirable, which in any case includes dangerous, explosive, radioactive and/or toxic substances, contraband, firearms (without a firearms permit), ammunition or other materials or objects which may endanger the health, well-being and/or safety of other passengers and crew.
- 10.6 If the Passenger is in possession of any of the goods referred to in Paragraph 5 of this Article, and Rederij Wagenborg first becomes aware of this during the sailing, then it is entitled to confiscate this (these) object(s) from the Passenger and retain them during the sailing. Upon arrival at the destination, the goods will be returned to the Passenger. Even if the Passenger has a firearms permit, Rederij Wagenborg is entitled to take custody of the weapon.
- 10.7 Rederij Wagenborg may refuse to transport goods (including animals), the bringing and shipping of which is reasonably undesirable because of safety on board, their weight, shape, size or character.
- 10.8 For safety reasons, passengers are not allowed to transfer damaged (electric) vehicles (in the broadest sense of the word) with a possible increased fire risk. Nor is it permitted to transfer (electric) vehicles (in the broadest sense of the word) with malfunctions that pose an increased fire risk. It is also prohibited to charge electric vehicles during the sailing.
- 10.9 If access to the embarkation area and/or the vessel is denied in one of the cases referred to above, the Passenger is not entitled to a refund of any amounts already paid. All costs resulting from the conduct mentioned in Article 10 will be borne by the Passenger. The Passenger is required to avoid or minimise any damage.
- 10.9 Rederij Wagenborg cannot be held liable for damage suffered by the Passenger and/or damage to his/her goods as a result of the denial of access to the embarkation area and/or the vessel, or the confiscation of goods pursuant to any of the paragraphs in this article.

11. Passengers with a mobility impairment

- 11.1 If a Passenger with a physical and/or intellectual impairment is travelling with a travel companion, this companion may travel free of charge upon presentation of an public transport companion pass.
- 11.2 If a Passenger with a physical and/or intellectual impairment is travelling with a guide and/or service dog, this dog is considered a companion and may travel free of charge, in accordance with





public transportation rules. For more information, see <https://wetten.overheid.nl/BWBR0035366/2014-08-01>.

12. Children

12.1 Children younger than 12 years of age may not travel unaccompanied by a parent or companion who is 18 years or older on any of the vessels of Rederij Wagenborg.

13. Disputes and applicable law

13.1 Dutch law applies to all agreements within the meaning of these terms and conditions, regardless of where the activities referred to are to be performed.

13.2 All disputes between Rederij Wagenborg and the Passenger shall be brought before the competent Court in Groningen.

Nes, Ameland
14 December 2023