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GENERAL TERMS AND CONDITIONS

General terms and conditions for the rental of vessels from HotTug B.V. (trade name: HotTug)

ARTICLE 1 - DEFINITIONS

In these terms and conditions the following definitions apply:

- a) **lessor:** HotTug B.V., trading under the name HotTug;
- b) **tenant:** (natural or legal) person who concludes the agreement with the lessor on behalf of himself or on behalf of a group;
- c) **rental agreement:** the agreement in which the lessor undertakes to allow the tenant to use a vessel for a certain pre-agreed period against payment;
- d) **vessel:** the vessel of the lessor, including all built-in electronics and other accessories.

ARTICLE 2 - GENERAL

- 1) Lessor rents out boats for a specific time slot. The vessels must in all cases be returned to the rental location before closing time and/or the end of the rental time, unless otherwise agreed in writing in advance.
- 2) A vessel may be manned by a maximum of 8 people at a time.
- 3) The minimum age to rent and/or sail a vessel from the lessor is 18 years.
- 4) It is prohibited to drive the lessor's vessels under the influence of alcohol and/or drugs, whereby the same rules apply as in road traffic.
- 5) In connection with the safety of the tenant, fellow passengers and nuisance for local residents, it is absolutely forbidden to bring your own (alcoholic) drinks. If the tenant does bring drinks, a fine of € 30 per person will be charged.
- 6) The tenant must ensure as little nuisance as possible for others on the water and for local residents. Live music and/or electrically amplified music on board is not permitted.
- 7) At least half an hour before sunset, fog and/or in poor visibility it is mandatory to use the supplied navigation light visibly.
- 8) It is not allowed to leave the vessel unattended.
- 9) No waste may be thrown overboard or left in a different place than at the rental station.
- 10) The use of confetti, fireworks, rice, etc. is not allowed on board.
- 11) In the event of bad weather (very dense fog, strong persistent rain, thunderstorms or storms), the lessor reserves the right to (partially) dissolve the agreement with immediate effect. In that case, the tenant can use the vessel on a different date & time.
- 12) The lessor can immediately dissolve the agreement and immediately take back the vessel, if the tenant does not comply with the general terms and conditions. The tenant is then also obliged to pay the full rent over the pre-agreed period.

ARTICLE 3 - SAILING AREA AND SAILING RULES

- 1) The vessels may be used on the inland ports of Rotterdam as indicated on the sailing map. The use of vessels outside this area (such as the Maas and Boerengat) is not permitted. In connection with the safety of the tenant and fellow passengers, it is absolutely forbidden to sail the vessels outside the indicated sailing area. The sailing ports are indicated on the map supplied at the start of the rental period.
- 2) Tenant should sail on the right side as much as possible.
- 3) The tenant must comply with the Dutch Sailing Regulations.
- 4) Tenant must at all times take good account of fellow users of the water and in particular at bridges, crossings and narrow sections. This also means not taking bends too wide.
- 5) It is forbidden to moor anywhere other than the rental station
- 6) Canal boats, cargo ships, water taxis, other professional vessels and (other) ships larger than 20 meters have right of way at all times.
- 7) The most important sailing rules will be told to the tenant verbally at the start of the rental period.

ARTICLE 4 - OBLIGATIONS OF THE LESSOR

- 1) At the start of the rental period, the lessor hands over the vessel to the tenant.
- 2) The lessor informs the tenant before the start of the rental period of any existing damage to the vessel and records this in writing.



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ARTICLE 5 - TENANT'S OBLIGATIONS

- 1) The tenant must at all times adhere to the instructions of the lessor.
- 2) Tenant is deemed to have sufficient skills for a careful and safe handling of the vessel.
- 3) Tenant will use the vessel as a good skipper and in accordance with the destination and these terms and conditions and will not make any changes to the vessel.
- 4) The tenant will not hand over the vessel for use to another person without written permission from the lessor.
- 5) The vessel and the inventory (such as maps, life jackets, flag, cushions, light, etc.) that the tenant receives from the lessor must be delivered after the rental period in the same condition as they were at the start of the rental. In the event of loss or damage, the lessor will charge the tenant an amount equal to the replacement value/repair value.
- 6) Before sailing, the tenant must check whether the inventory included in the rental agreement is present, complete and proper. If this is not the case, the tenant must inform the lessor before departure.
- 7) Before sailing, the tenant must check the vessel for any damage not recorded by the lessor. If the tenant determines that there is damage not recorded by the lessor, the tenant must notify the lessor of this before departure.
- 8) The tenant may only return the vessel to another location if agreed in advance in writing.
- 9) Should the tenant not meet the agreed return time for whatever reason, the tenant must inform the lessor of this as soon as possible by telephone. If the vessel is handed over to the agreed location more than fifteen minutes later than the agreed time, the lessor will charge an additional EUR 30 per quarter and the lessor will be entitled to compensation for any further (consequential) damage, unless the late return is not can be attributed to the tenant.
- 10) In the event of an emergency, the tenant must contact the lessor as soon as possible.

ARTICLE 6 - LIABILITY DAMAGE

- 1) Lessor ensures that the vessel is insured on behalf of tenant for legal liability and hull damage for navigation in the sailing area agreed between lessor and tenant. For each vessel, the tenant has a non-purchasable deductible of € 500 per case at W.A. and hull damage.
- 2) Tenant is liable for all damage to the vessel as well as for damage caused by him and/or fellow passengers to third parties, insofar as not covered by the insurance, arising during the time that he has the vessel in his possession, with due observance of and possibly with exception of the following.
- 3) In the event of loss or theft of the vessel, the tenant is in all cases fully liable for the damage suffered by the lessor.
- 4) In the event of serious ignorance, negligence, recklessness and/or failure to comply with instructions from the lessor and/or its staff, the lessor will not invoke the insurance, but the tenant is fully liable for all (consequential) damage suffered for tenants and/or third parties.
- 5) The tenant is in default if it appears that he does not fulfill obligations under these general terms and conditions. In the event of non-compliance with this and/or reports of nuisance as a result, the tenant is fully liable for all (consequential) damage and costs that the lessor must incur and (consequences of) any claims from third parties to the lessor. The entire guarantee / deposit of €500 can be taken by the lessor if it appears that the tenant does not comply with the rules of good behaviour & obligations under these general terms and conditions.
- 6) Lessor cannot be held liable for personal injury or damage of any kind, regardless of the cause, prior to, during or as a result of renting a vessel from lessor. Damage also includes consequential damage. An exception to this is the legal obligation to pay compensation due to demonstrable intent or gross negligence on the part of the lessor. This statutory compensation by the lessor to the tenant will not exceed the amount that the lessor will be reimbursed under its third-party liability insurance for the incident in question.
- 7) Lessor explicitly points out the danger of limbs getting caught between the vessel and other objects and the fact that the wood stove can become very hot above water. The lessor cannot be held liable for this either.
- 8) Children (up to 18 years) are the responsibility of the parents.
- 9) Lessor is not liable for theft and/or damage to property that tenant takes on the vessel.
- 10) The tenant must inform the lessor as soon as possible of damage of any kind, or facts and/or circumstances that can reasonably lead to damage. Damage that has not been reported (both to the vessel and to third parties) will be fully recovered from the tenant.



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- 11) The tenant is in all cases fully liable for the (consequential) damage caused by him if he uses the vessel outside the sailing areas specified in these general terms and conditions as stated in ARTICLE 3.
- 12) If the vessel is not handed over by the tenant in the same condition in which he received it, the lessor is entitled to restore the vessel to the condition in which it was at the start of the rental period at the expense of the tenant. The latter does not apply if the said costs are covered by the insurance. Then the tenant only owes the guarantee/deposit of € 500,-
- 13) The insurance conditions of the lessor will be made available for inspection at the request of the tenant.

ARTICLE 7 - RESERVATIONS

- 1) Making reservations for one or more vessels is possible via the Internet or by telephone. Reservations are only valid after payment of the deposit and confirmation by the lessor, via the internet or in writing.
- 2) Advance payment / deposit is made, when making the reservation, by means of Ideal (internet banking) or cash at the rental location.
- 3) In the event of cancellation less than 48 hours in advance of a confirmed reservation or in the absence of the tenant on the reserved date and time, the tenant owes the entire rental amount and the tenant is not entitled to an alternative.
- 4) If the tenant is more than 0.5 hour later than the agreed starting time without prior telephone notification, the tenant owes the entire rental amount and the lessor has the right to rent the vessel to someone else. In that case, the tenant is not entitled to an alternative.
- 5) In the event of a change in the reservation by the tenant, he can request the lessor to substitute a third party.
- 6) If a reserved vessel is not available at the agreed location 1 hour after the start of the reserved rental period and the lessor cannot offer the tenant a reasonable alternative, the tenant is entitled to reimbursement of the advance payment / deposit, unless the lessor is at least two hours before the agreed time informed of the unavailability of the reserved vessel. Under no circumstances is the tenant entitled to any additional (damage) compensation.
- 7) If the tenant returns the vessel to the rental location earlier than the agreed rental period, there is no right to a refund of the rent paid or part thereof.
- 8) On-site rental without reservation. In some cases it is also possible to rent a vessel without a reservation. Payment is then made on the spot before the start of the rental agreement, by means of cash payment.

ARTICLE 8 - GUARANTEE

Before the rental agreement can take effect, the tenant must pay a guarantee/ deposit of € 500 on site and a valid proof of identity (ID), unless otherwise agreed in writing in advance. The proof of identity must belong to the tenant. The deposit paid by the tenant in combination with a copy of the proof of identity serves as security. If the agreement has ended in accordance with the agreed terms and conditions, rules of use & conduct and no damage has been found, the deposit will be returned.

ARTICLE 9 - COMPLAINTS AND DISPUTES

- 1) In the event of complaints, the tenant must notify the lessor in writing within one week of the rental date, with proper explanation and substantiation of the complaint.
- 2) Dutch law applies to the rental agreement. Only the competent court in Amsterdam is authorized to take cognizance of disputes. If the tenant has received a version of these terms and conditions translated from Dutch and this leads to differences in the texts as a result of the translation, the Dutch text will prevail.