ROYAL WAGENBORG



GENERAL TERMS AND CONDITIONS

Valid from 20 August 2026

Part A (Articles 1-15) applies in all cases, for all Wagenborg Passengers.

Part B (Articles 1-20) applies in addition to Part A for (i) Passengers who are Consumers and for (ii) Passengers who are not Consumers that purchase the Ticket via the Wagenborg website and immediately pay the applicable Fare in full.

Part C (Articles 21-24) applies in addition to Part A for Passengers who are not Consumers and who did not immediately pay the applicable Fare in full when purchasing the Ticket (and are therefore a debtor of Wagenborg).

A. GENERAL

Article 1 Definitions

1.1. The capitalized terms in these Terms and Conditions are defined as follows:

Article	An Article from these Terms and Conditions.
Consumer	A natural person who does not act in the capacity of a professional or a business.
MVT	Multi-crossing credit, i.e. the credit for multiple trips that can be loaded onto a Wagenborg Pass
Agreement	The agreement with regard to the purchase of a Ticket.
Crossing	One crossing by ship (either the regular Ferry or the Fast Ferry) from or to Ameland, Esonstad or Schiermonnikoog with Wagenborg.
Parties	Wagenborg and the Passenger together.
Passenger	A natural person or legal entity that has entered into an Agreement with Wagenborg.
In Writing	Notification by letter, by e-mail or via the website and the Wagenborg digital reservation system.
Fares	All fares charged by Wagenborg, including for the Crossing of persons, animals, goods and Vehicles.
Ticket	A ferry ticket (one way or return) for a Crossing for the Passenger, other persons, animals, goods and/or Vehicles.
Vehicle	A motorised or non-motorised vehicle that is taken along on the Crossing, such as a bicycle, motorbike, moped, motor scooter, car, trailer, caravan or lorry/truck.
Terms and conditions	These general terms and conditions.
Wagenborg	The Private Company Wagenborg Passagiersdiensten B.V., registered in the Trade register of the Dutch Chamber of Commerce under number 02300456.
Wagenborg pass	The Wagenborg pass onto which a multi-crossing credit (MVT) can be loaded for making crossings

Article 2 General

2.1. These Terms and Conditions apply to all Agreements with and (transport) services offered by Wagenborg as well as to all (legal) acts performed in this context. These Terms and Conditions therefore also apply to (the purchase of) Tickets.

2.2. The natural persons and legal entities who are directly or indirectly connected to Wagenborg and who are involved in any way in the execution of the Agreement can also invoke these Terms and Conditions, without prejudice to the mandatory rules of (consumer) law.

2.3. These Terms and Conditions also apply to future Agreements between the Parties (including future Crossings). The applicability of other general terms and conditions, including those of the Passenger, is excluded.

Artcle 3 Tickets

3.1. By purchasing a Ticket (including through the Wagenborg website, a ticket machine at the terminal or the Wagenborg customer service) an Agreement is concluded with Wagenborg.

3.2. When purchasing a Ticket, all information about the Passenger and about any other person who makes the Crossing on the basis of the Ticket, must be filled in correctly and completely. This includes in any case the name, e-mail address and telephone number of the Passenger and other persons, to allow Wagenborg to reach them (for example in the event of a change in or cancellation of the Crossing) and to know who is on board of the vessel at the time of the Crossing.

3.3. The Passenger is responsible for ensuring that the information as described in Article 3.2 is filled in correctly and completely. Wagenborg has no obligation to check the information provided.

3.4. Children up to and including 11 years of age are only allowed to make a Crossing under the supervision of a person of at least 18 years of age.

3.5. When going on board of the vessel for the Crossing, the Passenger must have a valid Ticket for the Passenger and, if applicable, any other persons in the party, any animals and Vehicles. Tickets cannot be purchased after embarkation.

3.6. At Wagenborg's first request, the Passenger must cooperate in the checking of a Ticket, both before, during and after the Crossing.

3.7. The Ticket can only be used for the relevant Crossing, unless the Passenger changes or cancels the Ticket, in accordance with Artikel 18 and Artikel 22. In all other cases, the Ticket will no longer be valid, and there will not be a right to a refund of any money paid if the Passenger — for whatever reason — was not on board of the vessel in time for the Crossing.

3.8. Tickets may not be altered or falsified by the Passenger. If the Passenger has altered the Ticket, Wagenborg can declare the Ticket invalid and does not have to reimburse any money.

3.9. If the Passenger loses his Ticket or in case of theft of a Ticket, the Passenger must report this to Wagenborg immediately after discovery.

3.10. It is not permitted to purchase a Ticket for the purpose of passing it on or reselling it, unless the Passenger provides Wagenborg with all relevant information about the person or persons who will make the Crossing using the Ticket immediately at the time of purchasing the Ticket. At the very least, the Passenger provides Wagenborg with the information described in Article 3.2, so that Wagenborg can contact the person or persons concerned.

Article 4 Vehicles

4.1. When purchasing a Ticket, the Passenger must provide correct and complete information about the (combination of) Vehicles. This should be based on the actual dimensions of each Vehicle (instead of the dimensions according to the catalogue). For example, if there are protruding parts (such as a step-board or load), the length of the Vehicle plus the length of the protruding part must be specified.

4.2. Wagenborg reserves the right to check whether the (combination of) Vehicles that will make the Crossing corresponds to the Ticket. If Vehicles have not been declared or have not been correctly declared or if the dimensions of a Vehicle in reality exceed those declared, Wagenborg reserves the right to demand that the Passenger pay a surcharge, up to the amount that he should have paid in the event of a correct declaration or, at Wagenborg's option, to refuse access to the Vehicle in question (for example, if there is insufficient space available), all without being obliged to reimburse any costs.

4.3. Vehicles may only make the Crossing if at least one Passenger is travelling at the same time. Vehicles are therefore not transported separately by Wagenborg. The only exception is if Wagenborg has agreed to this service in advance In Writing.

4.4. Vehicles towed by another Vehicle (such as trailers and caravans) may not be transported separately but only in combination with the towing Vehicle (such as a car). The only exception concerns a Crossing to or from Schiermonnikoog or if Wagenborg has agreed to this service in advance In Writing.

4.5. For Vehicles a reservation can be made in advance. In the absence of a (timely) reservation for the relevant (combination of) Vehicles, it may be that there is no place for the Vehicle during the Crossing. In that case, Wagenborg is not liable for any costs or damage.

Article 5 Island residents and holders of a Wagenborg pass

5.1. As long as the Passenger is registered in the Key Register of Persons (BRP) of Ameland or Schiermonnikoog or if he meets the applicable conditions for owning a Wagenborg pass, he can purchase Tickets at a discount.

5.2. At the moment that the Passenger no longer meets the conditions described in Article 5.1, he is no longer eligible to purchase or use discounted Tickets. If he does so, for any reason whatsoever, the provisions of Article 10.2 shall apply.

5.3. Island residents and holders of a Wagenborg pass do not have to make a reservation if they make a Crossing as a pedestrian with the regular ferry service and can present a Wagenborg pass with a valid MVT or separate ticket at ticket inspection. If they make a Crossing on the Fast Ferry service or if they bring an animal or Vehicle, they must make a reservation.

5.4. The MVT is valid for a period of 24 months from the date of purchase of the credit, regardless of the form of the credit. At the end of this period, the MVT expires automatically and Wagenborg is under no obligation to refund any amount.

Article 6 Parking

6.1. Parking Vehicles at the Wagenborg car park at Holwert is based on availability. A parking space cannot be reserved in advance.

6.2. The Passenger can pay for Parking by scanning their debit card when entering and exiting the car park. In addition, the Passenger can prepay via the Wagenborg website or at a payment terminal in the car park, on the basis of a departure date selected by the Passenger. In the latter case, if the chosen departure date is exceeded, an additional payment can be made when exiting the car park by means of a debit card, via the Wagenborg website or via a payment terminal. Wagenborg is not obliged to refund any money paid if the Passenger leaves the car park before the selected departure date.

Article 7 Crossing obligations

7.1. The Passenger must immediately follow all instructions of Wagenborg, including with regard to the parking of Vehicles and the placing of luggage on board of the vessel, and all regulations as they apply to the vessel, the grounds and the buildings of Wagenborg.

7.2. The Passenger is not permitted to charge electric Vehicles during the Crossing.

7.3. The Passenger shall, while waiting for the vessel and during the Crossing itself (including during embarkation and disembarkation), refrain from any conduct that hinders or inconveniences other Passengers, the crew and Wagenborg or may endanger their safety, all of which shall is at the discretion of Wagenborg. This can, among other things, apply to the use of alcohol and drugs.

7.4. If the Passenger wishes to bring objects on board during the Crossing that may pose a danger to other Passengers, the crew, Wagenborg or the vessel, at the discretion of Wagenborg, he is required to request permission from Wagenborg in time before the Crossing. There are no exceptions to this obligation. Only if Wagenborg has expressed its agreement In Writing, is the Passenger allowed to bring along the object to which the permission relates. In the event of such prior written permission not being granted, the Passenger cannot be in the possession of such objects during the Crossing. Objects this Article refers to, include:

a. Electric Vehicles that are damaged or have a malfunction that may be a fire hazard;
b. Weapons and ammunition;
c. Fireworks and other explosives;
d. Radioactive and toxic substances; and
e. Contraband.

7.5. Wagenborg reserves the right to remove the

substances and objects referred to in Article 7.3 or 7.4 to store them during the Crossing. Wagenborg may decide to return the relevant substances or objects to the Passenger at the end of the Crossing.

Article 8 Luggage

8.1. There is limited storage for luggage during a Crossing and Wagenborg does not guarantee that (all) luggage can be taken along on board. Luggage storage space cannot be reserved.

8.2. Luggage can be brought free of charge during a Crossing with a regular ferry service and placed in one of the luggage carts if the following conditions are met:

a. A maximum of 30 kgs per person with a valid Ticket;

b. The luggage comprises a suitcase, bag, duffle bag or backpack with the usual dimensions or a folded and packed folding bicycle with wheels of up to 20 inches; and

c. The Passenger is able to carry all their luggage through the access gate at once.

8.3. Luggage can be brought free of charge during a Crossing with a Fast Ferry service and held on one's lap or stored under the seat if the following conditions are met:

a. A maximum of 30 kgs per person with a valid Ticket;

b. The luggage comprises a maximum of two items of hand luggage, with maximum dimensions of 55 x 35 x 25 cm; and

c. The Passenger is able to carry all their luggage through the access gate at once.

8.4. Luggage may not (partly) occupy a seat other than the seat of the person concerned.

8.5. If the Passenger wishes to carry luggage on board that does not comply with the requirements set out in Article 8.2, Article 8.3or 8.4, the Passenger may engage a transport company.

8.6. A ticket for a child also includes the free transport of a pram or buggy for that child.

8.7. Luggage is carried on board at the Passenger's own expense and risk. Wagenborg cannot be held liable in the event of luggage getting damaged or lost.

8.8. The Passenger can contact Wagenborg by telephone or e-mail to inquire after found or lost objects on board a vessel, at Wagenborg premises or in a Wagenborg building. If the Passenger has found an item, they will immediately hand it over to Wagenborg staff. Wagenborg is not obliged to send any found objects to the person concerned.

8.9. Wagenborg becomes the legal owner of found objects that have not been claimed and collected within one year after being handed in. Wagenborg may then dispose of these objects at its own discretion, for example by destroying or donating the objects.

Article 9 Facilities on board

9.1. Wagenborg makes every effort to offer WiFi and coffee and tea during the Crossing. These facilities are considered as an extra service and Wagenborg does not guarantee that these facilities are (continuously) available.

9.2. A (self-service) buffet with breakfast, lunch and snacks may be offered on board of the ferries. This hospitality on board is offered by a third party. If the Passenger makes use of the buffet, they enter into an agreement with that third party. Wagenborg cannot be held liable for (the availability or quality of) the buffet or any acts or omissions of this third party.

Article 10 Fares

10.1. Wagenborg is free to set its own Fares. These may vary per day, time of day or time of year, for example. The Passenger can consult the Fares on the Wagenborg website, on the dedicated page or in our transport plan. No rights can be derived from previously paid Fares or Fares that apply on another date or at another time.

10.2. The Passenger shall be liable for the full Fare as applicable at the time of purchase of the Ticket. If the Passenger has unduly paid a lower amount (for example because he has provided incorrect or incomplete information or has improperly used a discount), he owes Wagenborg the difference.

10.3. Insofar as the Passenger has not already paid the Fares and other amounts due in advance, payment of Wagenborg's invoices must take place within 7 days of the invoice date, unless the invoice states a different payment term or the Parties have made a different payment agreement In Writing.

10.4. Fares communicated by Wagenborg are in Euros

and include VAT and tourist tax. This does not apply if the Passenger is not a Consumer and the list of Fares states differently.

10.5. Payment can only be made via the payment options offered by Wagenborg. For instance, the Passenger cannot pay by cheque or giro card.

10.6. For groups of 15 and more persons, Wagenborg offers a group rate. If that minimum number is not met for the relevant Crossing, the Passenger must, at the latest at the time of departure, pay the remainder up to the amount he would have had to pay if the group rate had not applied.

10.7. The Passenger is not entitled to any discount or set-off, even if he has paid higher Fares than necessary on the basis of the number of persons, animals and Vehicles actually transported during the Crossing.

10.8. If the Passenger fails to pay the Rates and all other amounts due to Wagenborg (including interest and compensation for costs and damage) on time, Wagenborg may also decide to take possession of and retain any objects and Vehicles brought on board the vessel as stated on the Ticket purchased, until the Passenger has fulfilled all his payment obligations towards Wagenborg. In that case, Wagenborg obtains a lien and a pledge on the objects and Vehicles concerned. If full payment has still not been made after 3 months, Wagenborg may decide to sell the objects or Vehicles and to set off the amounts due against the proceeds, deducting the costs of the sale from the proceeds. The remaining amount will be paid out to the Passenger.

Article 11 Changes and cancellations by Wagenborg

11.1. Wagenborg has a best-efforts obligation in respect of (an Agreement with regard to) a Crossing, also considering the fact that Wagenborg is subject to many external factors. Wagenborg may decide, at its own discretion, to change (the date, time, duration, place of departure or arrival or the route in respect of) a Crossing or to cancel a Crossing, for example due to weather conditions (such as storms or thunderstorms), the tides, the blockage of the route, problems with a vessel or the actions of the Passenger or other Passengers.

11.2. In the event that Wagenborg has to change or cancel a Crossing as described in Article 11.1, the Passenger must reserve a new Crossing himself. Wagenborg may decide to offer an alternative solution to the Passenger but has no obligation to do so.

Article 12 Liability of the Passenger

12.1. If the Passenger purchases a Ticket for other persons or if he resells a Ticket to other persons as defined in Article 3.10, he shall ensure that the other persons concerned receive a copy of these Terms and Conditions and are aware that the Passenger's obligations as defined in these Conditions also apply to them. The Passenger guarantees that these other persons also comply with all obligations. The Passenger is also jointly and severally liable for the costs and damage incurred by Wagenborg and third parties (such as other Passengers) that are caused by these other persons.

12.2. The Passenger is (jointly and severally) liable for all costs and damage incurred by Wagenborg and third parties (such as other Passengers) that are caused by animals, Vehicles and objects brought on board on the basis of the Ticket purchased by him, regardless of whether these belong to himself or to the other persons for whom he has purchased a Ticket or to whom he has resold a Ticket.

12.3. The Passenger indemnifies Wagenborg against all claims that third parties, such as other Passengers, brought against Wagenborg as a result of (actions by) the Passenger or the other persons, animals, Vehicles or objects as described in Article 12.1 and 12.2.

12.4. Wagenborg may, at its own discretion, decide to refuse access to the vessel, its premises and its premises to the Passenger and other persons, animals, Vehicles and objects, including if this is necessary because of capacity restrictions, because of the safety of other Passengers, the crew, Wagenborg or the vessel, because of public order concerns, because of (threat of) nuisance or damage, because of the character or dimensions of objects or because of actions in violation of an obligation under Parts A, B or C of these Terms and Conditions – and in particular with Artikel 3, Artikel 4 and Artikel 7. In that case, Wagenborg is not obliged to compensate any costs or damage incurred.

12.5. If the Passenger or other persons for whom he is responsible under Article 12.1 act in breach of an obligation under Parts A, B or C of these Terms and

Conditions, Wagenborg furthermore reserves the right to terminate the relevant Agreement with immediate effect by means of an oral or written notification to the Passenger or the other person. In that case, Wagenborg is not obliged to compensate any costs or damage incurred.

Article 13 Passengers with a physical or intellectual disability

13.1. Passengers with a physical or intellectual disability may travel free of charge either with a companion – provided that this companion can present a valid public transport companion card at the time of boarding – or with an assistance dog.

13.2. A Ticket must also be purchased for the companion and/or the assistance dog. After the Crossing, Wagenborg will reimburse the relevant Fare.

Article 14 Force majeure

14.1. Wagenborg is not obliged to fulfil any obligation towards the Passenger nor to compensate any costs or damage in the event of force majeure. Force majeure is understood by Wagenborg to include weather conditions that interfere with the Crossing, actions by the Passenger and other Passengers that interfere with the Crossing, the interference of the Crossing by animals or objects owned by the Passenger or other Passengers, (the threat of) war, riots, capture and seizure, fire, water damage, industrial action, staff shortage, occupation, (measures due to) pandemics or epidemics, computer and software failures, energy, network or internet disruptions and cybercrime (such as hacks and cyber attacks), whether these affect Wagenborg's business operations or third parties that are relevant for the execution of an Agreement. Furthermore, force majeure is invoked for all other causes that cannot be attributed to or that are beyond the control of Wagenborg.

Article 15 Other provisions

15.1. If any provision in these Terms and Conditions or any Agreement is found to be invalid or ineffective, the Parties shall remain bound by the remaining part. The Parties will replace the invalid or non-binding part by provisions which are valid and binding, and whose effects with regard to the content and scope of these Terms and Conditions or the Agreement, as far as possible, are consistent with those of the invalid or non-binding part.

15.2. If these Terms and Conditions appear in more than one language and there is a conflict between language versions, the provisions of the Dutch language version shall prevail.

15.3. Wagenborg at all times reserves the right to change these Terms and Conditions by means of a notice In Writing to the Passenger. The Passenger shall agree to all reasonable changes. The changes will enter into force at the announced date or time of entry into force or, if no date or time has been stated, at the time of the notification In Writing.

15.4. The Passenger cannot transfer an Agreement to a third party without the prior consent in Writing of Wagenborg. This Article paragraph has a property-law effect.

B. ADDITIONAL PROVISIONS FOR (I) CONSUMERS AND FOR (II) PASSENGERS WHO ARE NOT CONSUMERS, WHO PURCHASE THE TICKET THROUGH THE WAGENBORG WEBSITE AND IMMEDIATELY PAY THE APPLICABLE FARE

Article 16 Additional agreements on Fares for Consumers

16.1. Tickets must be paid in full at the time of purchase.

16.2. If the Passenger does not pay the Fares and all other amounts due to Wagenborg (including interest and compensation of costs and damage) on time, Wagenborg will send him a reminder In Writing and give him the opportunity to make payment within 14 days. In the event of late payment, in addition to the invoice amount, the Passenger also owes Wagenborg the collection costs and statutory interest, without prejudice to Wagenborg's right to claim the outstanding amount immediately and in full and without prejudice to any other rights accruing to Wagenborg.

Article 17 Additional provisions regarding rates for non-consumers

17.1. Wagenborg may decide to pass on a fuel surcharge for Vehicles intended for freight transport. Wagenborg may decide to do so up to the time the Crossing commences, regardless of whether a booking has already been made and whether Wagenborg has previously communicated a different Fare.

Article 18 Changes and cancellations by Passenger

18.1. The Passenger may change or cancel his Ticket with regard to the date, time of departure and return, the

number of persons, and the animals, objects and Vehicles declared. This can be done via Wagenborg's website and in certain cases via Wagenborg's customer service.

18.2. Changing a Ticket as described in Article 18.1 is not possible if:

a. this is not done in time: for Vehicles, persons, animals and objects, changes can be made up to 60 minutes before the scheduled departure time of the Crossing;

b. the Ticket has already been (partially) used to check in; or

c. the Crossing is a Crossing from Esonstad to Schiermonnikoog and vice versa.

18.3. Cancellation of a Ticket as described in Article 18.1 is not possible if:

a. this is not done in time: for Vehicles, changes can be made up to 48 hours before, and for persons, animals and objects, changes can be made up to 60 minutes before the scheduled departure time of the Crossing;

b. the Ticket has already been (partially) used to check in; or

c. the Crossing is a Crossing from Esonstad to Schiermonnikoog and vice versa.

18.4. Wagenborg does not charge an administration fee if the request to change a Ticket is received in time. If the Passenger changes the Ticket and the Crossing becomes more expensive, the Passenger must pay the difference immediately at the time of the change. When the Crossing becomes cheaper, Wagenborg will refund the difference to the Passenger.

18.5. If the Passenger cancels the Ticket via Wagenborg's website, Wagenborg will not charge an administration fee. For a cancellation via Wagenborg's customer service (either by telephone, e-mail or chat) Wagenborg charges a €7 administration fee.

Article 19 Liability of Wagenborg

19.1. Wagenborg is not obliged to compensate costs or damage if it changes or cancels the Crossing for the reasons as described in Article 11.1 and/or if it offers or does not offer an alternative solution as described in Article 11.2 if the cause of the change or cancellation is not an act or omission of Wagenborg itself or in case of force majeure as described in Artikel 14.

19.2. In other cases, Wagenborg's liability towards Consumers is regulated on the basis of the applicable consumer contract laws.

19.3. For non-Consumers, the liability provisions in Articles 23.2 up to and including 23.12 applies.

Article 20 Disputes and applicable law

20.1. These Terms and Conditions and all Agreements are exclusively governed by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods 1980 is excluded.

20.2. All disputes will be brought before the competent court in the Northern Netherlands (Noord-Nederland), location Groningen, unless the mandatory jurisdiction rules designate another court, such as the court within whose jurisdiction the Passenger has his place of residence.

C. ADDITIONAL PROVISIONS FOR NON-CONSUMER WHO PURCHASE THE TICKET AND DO NOT IMMEDIATELY PAY THE APPLICABLE FARE (MAKING THEM A DEBTOR OF WAGENBORG)

Article 21 Additional Agreements on Fares for Non-Consumers

21.1. The Passenger is not entitled to suspension of payment or debt set-off.

21.2. The Passenger is deemed to be in default by operation of law by the mere expiry of the payment term, without any summons or notice of default or judicial intervention being required. In the event of late payment, in addition to the invoice amount, the Passenger will also owe Wagenborg all reasonable (legal) costs for obtaining payment in and out of court. These costs amount to at least 15% of the amount payable, to be increased by turnover tax and with a minimum of €650. In that case, the Passenger is also liable for the payment of default interest of 1% of the unpaid invoice amount and the (legal) costs for each month that the Passenger is in default, whereby a part of a month has to be regarded as a whole month, all this without prejudice to Wagenborg's right to claim the outstanding amount immediately and in full and without prejudice to the other rights accruing to Wagenborg.

21.3. Wagenborg reserves the right to first deduct any payments made by the Passenger from the costs,

then to deduct them from the interest due and finally to deduct them rom the principal sum and the accruing interest.

21.4. In the event of (an application for) bankruptcy, suspension of payment, the cessation or suspension of the Passenger's business or a substantial part thereof, the loss of the free disposal of part of his assets (for example due to an attachment), assignment of assets, liquidation or a decision to dissolve the Passenger's business, the Passenger is deemed to be in default by operation of law and all claims of Wagenborg against the Passenger are immediately due and payable.

21.5. In the cases described in Article 21.4, Wagenborg reserves the right to terminate all Agreements with the Passenger with immediate effect, in whole or in part, without prejudice to Wagenborg's right to claim full compensation for outstanding amounts, costs and damages. In that case, Wagenborg has no obligation to compensate any costs or damage due to the termination.

21.6. Wagenborg reserves the right to deny the Passenger and any other persons, animals and Vehicles access to the vessel and to not transport them during the Crossing as long as the Passenger (for whatever reason) has not fulfilled all his payment obligations (including the Fares and other amounts, such as interest and compensation, for the relevant Ticket and the relevant Crossing and for other Tickets and Crossings) or if Wagenborg has reason to believe that the Passenger will not be able to meet his payment obligation.

21.7. If the Passenger fails to pay the Rates and all other amounts due to Wagenborg (including interest and compensation for costs and damage) on time, Wagenborg may also decide to take possession of and retain any objects and Vehicles brought on board the vessel as stated on the Ticket purchased, until the Passenger has fulfilled all his payment obligations towards Wagenborg. In that case, Wagenborg obtains a lien and a pledge on the objects and Vehicles concerned.

Article 22 Changes and cancellations by Passenger

22.1. The Passenger may change or cancel his Ticket with regard to the date, time of departure and return, the number of persons, and the animals and Vehicles declared. This can be done by telephone and by e-mail. The time of sending the e-mail determines whether the reservation has been cancelled in time, even if the processing takes place at a different time.

22.2. Changing or cancelling a Ticket as described in Article 22.1 is not possible if:

a. this is not done in time: for Vehicles, changes can be made up to 3 hours before, and for persons, animals and objects, changes can be made up to 60 minutes before the scheduled departure time of the Crossing;

b. the Ticket has already been (partially) used to check in; or

c. the Crossing is a Crossing from Esonstad to Schiermonnikoog and vice versa.

22.3. If the Passenger does not change or cancel the Ticket in accordance with Article 22.2, he shall be liable for the full cost of the Ticket, on the basis of the Fares applicable to the Crossing at the time of the scheduled departure.

22.4. Wagenborg does not charge an administration fee if the request to change a Ticket is received in time. If the Passenger changes the Ticket and the Crossing becomes more expensive, the Passenger must pay the difference immediately at the time of the change. When the Crossing becomes cheaper, Wagenborg will refund the difference to the Passenger.

Article 23 Liability

23.1. Wagenborg is not obliged to compensate costs or damage if it changes or cancels the Crossing for the reasons as described in Article 11.1 and/or if it offers or does not offer an alternative solution as described in Article 11.2 or in case of force majeure as described in Artikel 14.

23.2. Any obligation on the part of Wagenborg to pay compensation is at all times limited to compensation for direct damage only and up to a maximum of the amount paid out by Wagenborg's insurer in the case in question.

23.3. If Wagenborg's insurer does not pay out, Wagenborg's liability is limited to a maximum of the total amount of the Fares (excluding VAT) that Wagenborg has received from the Passenger during the six months prior to the event giving rise to the damage. In the event that the previous restrictions (for whatever reason) do not hold up, Wagenborg's liability is in any case limited to a maximum amount of €10,000 per calendar year.

23.4. In these Terms and Conditions, direct damage is

exclusively understood to mean: i) The reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these Terms and Conditions; ii) The reasonable costs, if any, incurred to ensure the defective performance of Wagenborg does comply with the Agreement, and iii) The reasonable costs incurred to prevent or limit damage, insofar as the Passenger demonstrates that these costs have led to the limitation of direct damage as referred to in these Terms and Conditions.

23.5. Wagenborg can under no circumstances be held liable for indirect damage. Indirect damage includes (but is not limited to): consequential damage, loss of turnover and profit, missed savings, investments made, damage due to business interruption and downtime, non-material damage and costs incurred to prevent, determine or limit indirect damage or the liability for those costs, and costs incurred to obtain payment of indirect damage in or out of court. Should Wagenborg nevertheless be liable for indirect damage, the limitations of Article 23.2 and 23.3 of these Terms and Conditions apply, whereby the said limitations apply to the amount of the direct, indirect and/or other damage added together.

23.6. Any claim for compensation against Wagenborg shall lapse as a result of the mere lapse of 12 months after the event giving rise to that claim.

23.7. The Passenger must make every effort to limit the damage. Wagenborg is not obliged to compensate damage that could reasonably have been prevented.

23.8. The limitations of liability mentioned in this Artikel 23 will lapse if and insofar as the damage is the result of intent or deliberate recklessness on the part of Wagenborg, with the burden of proof lying with the Passenger, unless the statutory allocation of the burden of proof dictates otherwise.

23.9. Wagenborg reserves the right to engage third parties for the execution of an Agreement, on the understanding that Wagenborg remains responsible towards the Passenger for the acts and omissions of these third parties. Third parties and other natural persons and legal entities who are involved in any way in the execution of an Agreement may also invoke the exclusions and limitations in this Article on liability.

23.10. The exclusions and limitations of liability included in this Article apply to every (legal) obligation of Wagenborg to compensation (damages), such as due to an attributable shortcoming in the fulfilment of or resulting from the agreement, an unlawful action, reversal and/or indemnification.

23.11. The liability of Wagenborg due to an attributable shortcoming in the fulfilment of an Agreement arises in all cases only if the Passenger gives Wagenborg proper notice of default as soon as possible, whereby a reasonable period for rectification of the shortcoming is given, and Wagenborg continues to fail to comply with the Agreement after that reasonable period. A reasonable period of time depends on the circumstances, taking into account factors such as the time reasonably needed to rectify the defect, its severity, etc. The notice of default must contain as complete and detailed a description as possible of the shortcoming, so that Wagenborg is able to respond adequately.

23.12. If multiple limitations apply to Wagenborg's liability, the limitation that leads to the lowest liability amount always applies.

Article 24 Disputes and applicable law

24.1. These Terms and Conditions and all Agreements are exclusively governed by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods 1980 is excluded.

24.2. All disputes will be brought before the competent court in the Northern Netherlands (Noord-Nederland), location Groningen, unless Wagenborg chooses to initiate proceedings before another court.

ROYAL WAGENBORG

Zet- en typefouten voorbehouden