

Article 1. General

1. These conditions apply to every offer, quotation and contract between R.O. Tours, hereafter referred to as: "RO Tours", and a Counterparty for which RO Tours deems these conditions as applicable, unless parties have explicitly agreed in writing to
2. These conditions also apply to contracts with RO Tours, for which RO Tours has to engage services by third parties.
3. These general conditions are also drawn up for RO Tours staff and management
4. Applicability of possible different purchasing or other conditions of the Counterpart are explicitly ruled out.
5. In case one or more terms of these conditions at any time would be declared null or void, all other terms of these conditions will still apply. RO Tours and Counterpart will then negotiate new terms to replace the terms declared null or void taking into account the purpose and significance of the original terms as much as possible.
6. If there is ambiguity surrounding the interpretation of one or more terms of these conditions, interpretations will have to follow the 'spirit' of these terms.
7. If a situation occurs between parties which is not covered by these conditions, this situation will have to be settled in the spirit of the general terms and conditions
8. If RO Tours does not always demand the strict application of these conditions, then this does not infer that the conditions do not apply or RO Tours in any way or to any extent would lose its right to demand strict application of the terms of these conditions
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Article 2 Quotations and offers; changes and cancellations

- 1 All quotations and offers by RO Tours are without engagement, unless a date for its acceptance has been specified in the quotation. A quotation or offer expires if the product or service the quotation refers to is no longer on offer.
- 2 RO Tours cannot be held to its quotations or offers if Counterpart can reasonably understand the quotations or offers, or part of it, contains an apparent (clerical) error.
- 3 Prices mentioned in quotations or offers are inclusive of VAT and other government levies, and possible expensive incurred in the framework of the contract, including expenses for travel, accommodation, postage and parcelling, administration, unless specified otherwise.
- 4 If acceptance deviates (even on minor points) of the services specified in the quotation or offer, RO Tours is not committed to deliver. The contract cannot be enforced in accordance with this deviating acceptance, unless RO Tours agrees otherwise.
- 5 A combined quotation of multiple services does not oblige RO Tours to carry out part of the order according to the quoted price.

- 6 Offers or quotes do not automatically apply to future orders.

Article 3 Duration of contract; execution and changes of contract; price changes

1. Contract between RO Tours and counterpart is agreed for specified time, unless the nature of the contract implies otherwise or if parties explicitly agree differently in writing.
2. For the delivery of services by RO Tours a specific date and time is agreed upon. Changes in time and place are possible if mutual agreed. RO Tours reserves the right to charge extra costs for this.
3. Cancellation of the agreement is possible without costs up and until one month prior to the agreed day of delivery. For cancellations within 1 month, but more than 14 days before the agreed date will incur a cancellation charge of 50% of the agreed price. Cancellations within 14 days before the agreed delivery date incur a cancellation charge of 100% of the agreed price.
4. In case of *force majeure* on the part of the Counterpart, like accidents or death, the contract can be cancelled without any charges.
5. Cancellation must be made in writing mentioning the date of delivery.
6. RO Tours does not accept any liability for any costs already incurred by Counterpart, like insurance premiums, in case of cancellation of a contract
7. RO Tours has the right to involve third parties for certain activities.
8. If RO Tours needs certain data from Counterpart for the execution of the contract, delivery cannot start no sooner than Counterpart has correctly and fully supplied these data to RO Tours.
9. If during the execution it becomes necessary to change or complement the agreement for the benefit of an orderly execution of it – e.g. weather conditions - parties will adapt the contract forthwith in mutual agreement. If the nature, scope or content of the contract is changed at Counterparts request, upon Counterparts directions or otherwise by proper authorities, in such a way that the agreement is changed qualitatively or quantitatively, this can have consequences for the originally matters agreed. Therefore the originally agreed price can be adjusted upward or downward. RO Tours will quote the price change – if possible – prior to the delivery date. A change in the contract can imply a change in the delivery date and time. Counterpart accepts the possibility of a change of the contract, including changes in price and delivery date
10. If a contract is changed – including additions – RO Tours is within its right to execute the changes only after an authorised person with RO Tours has agreed to the changed price and conditions, including new date and time of delivery. Not immediately executing the changed contract does not in any way result in a failure on RO

- Tours part and is gives no grounds for Counterpart to cancel the agreement.
11. RO Tours can refuse a request for a change of contract, if it can have possible consequences for the quality or quantities of the services involved, without resulting in a failure on RO Tours part.
 12. If Counterpart fails to comply with its obligations towards RO Tours, Counterpart is liable for all damages (including expenses) on the part RO Tours incurred as a direct or indirect result of this failure.
 13. If RO Tours a the time of signing of the contract agrees to a certain price, RO Tours nevertheless has the right to increase the price under the following conditions, even when the original price was quoted unconditionally
 - If the price increase is a result of a change in the contract;
 - If the price increase results from a legal right of RO Tours or a legal obligation RO Tours has to adhere to;
 - In other cases, if Counterpart is not acting in a professional capacity or as a business or a profession, is entitled to rescind the agreement by written statement if a price increase exceeds 10% and takes place within three months after concluding the agreement, unless RO Tours is then still prepared to carry out the agreement on the basis of the originally agreed terms, or if it was agreed that the execution of the agreement would take place more than three months after the conclusion of the agreement.
 14. RO TOURS reserves the right to change or cancel the programme, for reasons of its own business logistics or those of third parties. RO TOURS is obliged to inform the Counterpart immediately is such change is deemed necessary
 15. Cancellation, as implied in article 3.14, results in an obligation on the part of RO TOURS to immediate reimbursement of partial or full payments already made. This applies only if RO is unable to offer a service of equal value or quality.
 16. The contract can be changed by the Counterpart. Reduction of the number of participants within a margin of 10% can only be made until eight working days before delivery date and ultimately until 16.00 hours. For individual activities with prices per person this change can be done without costs. For combined tours with group prices, no reduction of price will be applied
 17. For reduction of the number of participants exceeding 10% terms of articles 3.3 through 3.6 are applicable.
 18. An increase in the number of participants has to be confirmed in writing eight days prior to delivery date. Full additional price is always applied. RO TOURS cannot guarantee that these extra bookings are always available.

Article 4 Execution of activities

1. RO Tours commits itself to the execution of the agreement to the best its abilities.
2. RO Tours commits itself to the execution of the activities within the agreed time span, except in case of force majeure.
3. If Counterpart arrives later than agreed at the agreed meeting point, the agreed end time will be observed, or, in case of availability, the agreed time span will be observed. In the latter case extra costs incurred by RO Tours because of this and the extra time will be charged to counterpart

Article 5 Suspension, rescission and interim cancellation of the agreement

1. RO Tours has the power to suspend execution of its obligations or to rescind the agreement with immediate effect, if:
 - Counterpart fully or partly fails to fulfil its obligations within the agreement;
 - Circumstances come to the attention of RO Tours after signing the agreement give good cause to fear that counterpart will not fulfil his obligations;
 - Counterpart has been asked at the time of agreement to provide security for the fulfilment of its obligations from the agreement and fails to provide this security sufficiently;
 - If delay on the part of the counterpart makes it impossible to demand execution of the agreement at the originally agreed terms, RO Tours has the power to rescind the agreement.
 - If circumstances arise of such a nature that execution of the agreement becomes impossible or upholding the agreement in full cannot reasonably demanded from RO Tours.
2. If counterpart can be held responsible for the rescission of the agreement, RO Tours is entitled to compensation of damages, inclusive of direct or indirect costs incurred because of this.
3. In case of rescission of the agreement claims by RO Tours on counterpart can be called in immediately. If RO Tours suspends execution of these obligations, it retains its Legal and contractual claims.
4. If RO Tours suspends or rescinds on the grounds named in this article, it is no way accountable to compensation of damages or costs that will result in any way, while counterpart, on the grounds of defaulting can be held accountable to compensation of damages.
5. If the agreement is cancelled by RO Tours, RO Tours will – in agreement with counterpart – take care of transfer of its work to third parties. This unless counterpart is responsible for the cancellation. Unless cancellation is the responsibility of RO Tours, costs for the transfer will be charged to counterpart. RO Tours will inform counterpart as much as possible about these costs prior to the transfer. Counterpart is obliged to pay these costs before

the due date specified by RO Tours, unless RO Tours specifies otherwise.

6. In case of liquidation, (application for) suspension of payments, attachment of property – in as far as the attachment has not been relieved within three months – counterpart's expense, settlement of debts or any other circumstance preventing counterpart to dispose freely over his assets, RO Tours is free to rescind the agreement forthwith or to cancel the agreement without any obligation on its part for any compensation of damages. Claims by RO Tours on counterpart can be called in immediately

Article 6 Force Majeure

1. RO Tours cannot be held to fulfilling any obligation towards counterpart if it is prevented to do so as a consequence of circumstances outside its control, and cannot be held accountable for either by law, Legal act or common practice
2. Under these terms and conditions Force Majeure is understood, in addition to what the law and jurisprudence understand it to be, as all external causes, foreseen or not foreseen, over which RO Tours has no control, but which prevent RO Tours to fulfil its obligations. RO Tours is entitled to call in Force Majeure if such a circumstance preventing (further) execution of the agreement, occurs after RO Tours should have completed its obligations.
3. RO Tours can during the period of Force Majeure prevailing suspend the obligations of the agreement. If this situation persists for more than two months, either party is entitled to rescission of the agreement, without obligation to compensation of damages to the other party.
4. If RO Tours has already fulfilled or will be able to fulfil part of its obligation when Force Majeure occurs and the fulfilled part or the part to be fulfilled has a value in its own right, RO Tours is entitled to invoice counterpart separately for this already fulfilled part. Counterpart should pay on this invoice as had there been a separate agreement.

Article 7 Payment and debt collection costs

1. Payment is due within 14 days after the date of invoicing by a means of payment specified by RO Tours in the currency of the invoice, unless RO Tours specifies otherwise in writing. Payment should be received by RO Tours ultimately 14 days prior to the agreed delivery date, unless specified otherwise.
2. If counterpart fails to pay on invoice in time, counterpart is legally in default. Counterpart then owes interest. In case of a consumer the interest equals the Legal interest. In all other cases an interest of 1% per month is due, unless the Legal interest is higher, in which case the Legal interest should be paid. Interest over the amount due is calculated from the moment counterpart is in default until the moment payment in full of the Total amount due.

3. RO Tours is entitled to use counterpart's payments for first covering costs, secondly covering the interest incurred and finally to cover the principle amount and running interest.
4. RO Tours can, without therefore coming into default, refuse an offer to pay, if counterpart specifies a different order of assigning his payments. RO Tours can refuse payment of the principle amount if this does not include payment of incurred and current interests or costs of debt collection.
5. Complaints about the amounts on an invoice do not suspend the obligation to pay.
6. If counterpart fails or is in default to fulfil his obligations (in time), all reasonable costs made to extra judicially secure payment will be charged to counterpart. All extrajudicial costs will be calculated on the basis of what is common practice in the Dutch debt collecting industry, currently the calculation method according to *Rapport Voorwerk II*. If RO Tours has made higher expenses for debt collection which were reasonably necessary, the real costs are liable to be paid. Possible judicial and execution costs will also be claimed on counterpart. Counterpart owes also interests on the debt collection costs

Article 8 Ownership retention

1. All articles provided by RO Tours within the framework of the agreement remain property of RO Tours or its suppliers.
2. Articles provided by RO Tours, which under section 1 fall under ownership retention, may not be sold on or used as means of payment. Counterpart is has no power to pawn or pledge the articles falling under ownership retention in any way.
3. Counterpart should undertake everything that can be reasonably expected of him to secure the ownership rights of RO Tours.
4. If third parties attach articles provided under ownership retention or want to exercise rights or have rights exercised on these items, counterpart is under obligation to inform RO Tours immediately.
5. In case RO Tours wants to exercise its ownership rights mentioned in this article, Counterpart gives his unconditional and irrevocable consent to RO Tours and third parties assigned by RO Tours to enter all those places where properties of RO Tours are placed in order to recover these items.

Article 9 Guaranties, investigation and claims

1. RO Tours applies utter care to its programmes. Nevertheless it is possible that counterpart thinks he has a justified complaint. This complaint should be made directly and immediately to the person(s) executing the service, and if possible on the same day to RO Tours.
2. If immediate lodging of a complaint is not possible or if the complaint is not solved satisfactorily, it should be

- addressed in writing within one month after the incident to the management of RO Tours. Counterpart should allow RO Tours the opportunity to investigate a complaint or have it investigated.
3. If Counterpart lodges his claim in time, it does not suspend his obligation of payment. Counterpart is even then held to acceptance and payment of the ordered services, unless they have no value in their own right.
 4. If a complaint is lodged later, counterpart is not entitled to reparation, replacement or compensation, unless the nature of the case or other circumstances of the case imply a longer term.
 5. If a claim is established as justified and it has been lodged in time, RO Tours will – if applicable – within reason and fairness compensate counterpart, but never for more than the amount invoiced. .
 6. If it established that a complaint is unjustified, all cost incurred as a result, including cost for investigation, on the part of RO Tours, will be charged to Counterpart. .

Article 10 Liability

1. If RO Tours would be liable, then this liability is limited to what is specified in these terms and conditions. .
2. RO Tours is not liable for damage, of any kind, occurring because RO Tours has based itself on incorrect and/or incomplete data supplied by Counterpart or on his behalf.
3. RO Tours is only liable for direct damages.
4. Damage or injuries to persons are excluded from RO Tours liability.
5.
 - a. All participants to a walking or bicycle tour organised RO Tours must be in good physical condition and or have a physical condition at the time of participation in the walking or bicycle tour that justifies the reasonable expectation that participation can take place without physical damage or injury, either temporary or permanent as a consequence of it.
6. This rule of thumb formulated under item a. does not exclude, but emphasizes, each participant's own responsibility to ascertain whether he/she is physically capable of completing the walking or bicycle tour without problems.
7. Fines incurred because of traffic violations are the full responsibility of the offender
8. Counterpart is obliged to take reasonable precautions while handling bicycles or other items provided. This means that if at the conclusion of the activity, damage is inflicted on bicycles or other items provided, this fall under the liability of Counterpart and that costs of repair and other possible related costs will be charged to counterpart.
9. RO Tours is never liable to indirect damage, including ensuing damages, deprived profits, missed savings and damage by business or other stagnation. In case of consumer buy this limitation does not extend further than

what is allowed according to Dutch Civil Code article 7:24 clause 2.

10. If RO Tours might be liable for any damage, its liability is limited to a maximum of three times the value of the invoice to which liability is related.
11. RO Tours' liability is in any case always limited to the amount its insurer is paying out.
8. Limitations of liability in this article do not apply if damage is caused by gross guilt or negligence on the part RO Tours or its executives.

Article 11 Term of prescription

1. In deviation of legal terms of prescription, the term of prescription of all claims and complaints against RO Tours and third parties involved on behalf of RO Tours, is one year.

Article 12 Transfer of Risk

1. The risk of loss, damage or depreciation transfers to Counterpart at the moment on which items are transferred into the control of Counterpart.

Article 13 Safeguards

1. Counterpart will protect RO Tours for possible claims by third parties, who in connection to the execution of this agreement will suffer damages and the cause for which liability must be assigned to others than RO Tours
2. If RO Tours for this reason would be held accountable by third parties, then Counterpart must without any delay do anything that should be expected. Should Counterpart fail to take adequate measures, then RO Tours is entitled, without declaring default, to take these measures. All costs and damages on the part of RO Tours and third parties as a consequence, are integrally at Counterpart's expense and risk.

Article 14 Intellectual property

1. RO Tours reserves the rights and powers awarded to it based on copyright acts and other intellectual ownership legislation and statutes. RO Tours has the right to use knowledge gained during the execution of the agreement for other purposes, in as far no confidential information is brought to the knowledge of third parties.

Article 15 Applicable law and conflicts

1. On all legal relations RO Tours is party to, only the Law of the Netherlands is applicable, even if an agreement is carried out partly or fully in another country or if party or parties to the agreement have residence there. The applicability of provisions in the *Vienna United Nations Convention on Contracts for the International Sale of Goods* is excluded.
2. Parties will only resort court action after they have done their utmost to settle a conflict out of court.

Article 16 Record and change of conditions

1. A Dutch version of these terms and conditions has been registered at www.voorwaarden.net.
2. Applicable is always the latest registered version or the version valid at the time of concluding a legal relation with RO Tours.
3. The Dutch text of the general conditions is always leading in the interpretation of it.