

(non-binding translation; only the original Dutch text applies)

General conditions of carriage of the Stichting (Foundation) EMA (trade register Amsterdam), as filed with the Chamber of Commerce in Amsterdam on 13-03-2020.

Article 1: General, Definitions

In the present General Conditions of Carriage the following meanings apply:

- a. General Conditions of Carriage: the general terms and conditions that apply to the carriage of passengers by or under the responsibility of EMA with museum (tram) equipment, not being public transport within the meaning of the Passenger Transport Act 2000.
- b. Agreement: the agreement according to which EMA provides the client with a ride with museum (tram) equipment or rides according to the timetable published by the EMA.
- c. Client: the natural person or the legal person who has entered into an agreement with EMA, whereby EMA makes a ride available to the client with museum (tram) equipment.
- d. EMA: Stichting Elektrische Museumtramlijn Amsterdam, with its registered office at Amstelveenseweg 264 in 1075 XV Amsterdam
- e. Ride: one or more transport movements within a certain period with museum (tram) equipment that cannot be considered as public transport within the meaning of the Passenger Transport Act 2000.
- f. Route: the route that has been agreed within the framework of the agreement between EMA and the client and that is recorded in a driving table.
- g. Museum (tram) equipment: historic trams that have been used in the past for public transport and / or historical means of transport that in the past were used for public transport but that are now only used for special transport, not public transport, and which as such also stand out from the regular means of transport for public transport.
- h. Operator of local public transport: the legal entity that provides and operates local public transport
- i. Timetable: the transport takes place according to the timetable published by EMA. The timetable shall at least include the days on which the journeys take place and the departure times, the passing times and the intervals of the passing times. These are indicated by approximation. The departure times of the means of transport from the starting point are determined by the service clocks of the carrier or, failing that, by the timepieces of the personnel. If the circumstances make it necessary, EMA is entitled to ride at other times and / or according to an alternative route and / or to use alternative means of transport.

Article 2: Applicability/Cancellation

Paragraph 1:

These General Conditions of Carriage apply to all agreements concluded by EMA with the client, orally or in writing, by means of a quotation or reservation, in which museum (tram) equipment is made available to the client for a ride / rides. Contract assignments must be provided to the Rental Department at least 30 days prior to execution because of the scheduling of the equipment and of the available volunteers, such as driver(s) and conductor(s).

Paragraph 2:

Agreements, which are intended for transport and / or other services, are equated with the agreements referred to in the previous paragraph for the applicability of these General Terms and Conditions.

Paragraph 3:

Reservations for one or more rides can be made until at least 30 days before the planned ride date. In the case of cancellation after 30/22/15/8 days before the agreed ride date, EMA will charge 25/50/75/100 % respectively of the reservation amount. It is not possible to deviate from this provision in Article 2, Paragraph 3 by separate written or oral agreement.

Paragraph 4:

EMA explicitly rejects the applicability of client conditions.

Article 3: Special terms

Special stipulations, which deviate from these General Conditions of Carriage, only apply insofar as they have been expressly agreed in writing between EMA and the client. They only apply to the agreement for which they were entered into.

Article 4: Object

Paragraph 1:

These General Conditions of Carriage relate to one or more vehicle(s) specified in the agreement.

Paragraph 2:

Use of one or more vehicle(s) as referred to in paragraph 1 of this article in accordance with the agreement presupposes that the client has found the vehicle(s) in question to be suitable for the intended use.

Paragraph 3:

Use of one or more vehicle(s) as referred to in paragraph 1 of this article in the context of the agreement is only possible by also making use of the services provided by EMA employees.

Article 5: Insurance

EMA keeps the vehicle(s) provided legally insured at all times.

Article 6: Condition historical and / or special equipment; competence employees

Paragraph 1:

EMA ensures an optimal maintenance condition of the provided museum (tram) equipment.

Paragraph 2:

EMA is responsible for the professional competence of the employees made available.

Article 7: Liability

EMA only accepts liability for the amount for which it is insured.

Article 8: Exclusion of liability

Paragraph 1:

Without prejudice to the provisions of article 6, the EMA is never liable

- a. for damage, of whatever nature, that the other party suffers because one or more of the vehicle(s) made available does not prove to be usable and / or sound;
- b. for damage, of whatever nature, as a result of own errors or errors of persons, working to execute the agreement with client, including employees of EMA.
- c. for damage, of whatever nature, caused by the client, or by persons in any relationship caused to him, when using one or more vehicles made available pursuant to the agreement between EMA and client.
- d. for damage, of whatever nature, which is the result of a delay during one or more journeys, or caused by any deviation from the timetable, or by failure to execute the timetable due to circumstances that cannot be attributed, but not limited to:
 - 1) the weather conditions;
 - 2) the traffic situation at a certain point at a certain moment;
 - 3) designation, roadblocking and route modification to employees of EMA imposed by authorized employees of, but not limited to, police, fire brigade and the operator of the local public transport;
 - 4) total or partial power failure of the network, from which the energy for the propulsion is withdrawn;
 - 5) defects in the rail infrastructure in the broadest sense of the word;
 - 6) work stoppages, wild and organized strikes at the operator(s) of the local public transport;
 - 7) molest / sabotage;
 - 8) (civil) war, in which the Netherlands, insofar as it concerns the Kingdom in Europe, is involved;
 - 9) (threatening) terrorist attacks in the Netherlands, insofar as this concerns the State in Europe;
 - 10) accidents - in the broadest sense of the word - and / or derailments involving one or more vehicle(s) from EMA;
 - 11) changes in the route(s) requested by the client from EMA during the journey(s).

Paragraph 2:

The provisions of paragraph 1 under d apply mutatis mutandis to the situation where due to one or more of the causes mentioned therein a ride cannot start or that an started ride must be terminated prematurely.

Paragraph 3:

If the client or third parties, as a result of damage of whatever nature overcome to the client or third parties, related to the execution of an agreement between EMA and client, hold(s) liable for the infliction of that damage the employers engaged by EMA in the performance of that agreement, these employees can also rely on these conditions to exclude liability.

Article 9: Force majeure

In the event of force majeure, including at least, but not only, the situations referred to in Article 8 paragraph 1 sub d and paragraph 2 of these General Conditions of Carriage, EMA is entitled to suspend the performance of

the agreement or to dissolve all or part of the agreement, without the client being entitled to claim any form of compensation.

Article 10: Rates

Paragraph 1:

Between EMA and the client the rates of EMA apply as known to the client at the moment that the offer of EMA has been accepted by the client.

Paragraph 2:

EMA is entitled to adjust the rate / rates if increased prices make this necessary.

Article 11: Payment conditions

Paragraph 1:

Client receives a specified invoice, in which the agreed journey is described with date, times, number of vehicles and possibly which vehicles and the amount to be paid.

Paragraph 2:

The accuracy of the invoice is deemed to be fixed if the client has not informed EMA of alleged inaccuracies in writing within 30 days of the date.

Paragraph 3:

The invoice must be paid before the execution of the agreement, unless otherwise agreed, on the account number stated on the invoice, without deduction, discount or setoff.

Paragraph 4:

In order to guarantee the payment of the invoice, EMA can, at the conclusion of the client's agreement, demand payment of an advance of up to 100% of the amount that it owes to EMA.

Paragraph 5:

If, in contravention of the provisions under paragraph 3, no payment or a partial or late payment has been made, the entire claim, or the remaining part thereof, will be immediately due and payable to the client. A notice of default is then no longer required; on top of the amount due, default interest of 1.5% per month may be charged until full draw has been received. A part of the month is calculated as a whole month.

Paragraph 6:

All costs falling under the collection of the amount due, including default interest, both judicial and extrajudicial collection costs amount to 15% of the total amount to be claimed with a minimum of € 125.00.

Article 12: Applicable law; competent judge

Paragraph 1:

Dutch law applies to all agreements. All disputes between parties regarding the interpretation or application of these general terms and conditions will be submitted to the competent Dutch court for settlement.

Article 13: Final provisions

Paragraph 1:

If any provision in these General Conditions of Carriage is annulled by court order or declared otherwise non-binding, the other provisions shall remain in full force.

Paragraph 2:

EMA is entitled at all times to modify or amend these General Conditions of Carriage. Such changes or modifications do not affect the legal relationship existing at that time between EMA and the client.