General Conditions
Windseeker. (Based on General conditions BBZ/TCN.)

article 1. definitions
In these General Conditions, as well as in the related Agreement, the following terms shall have the following meanings:

a. Supplier: The owner of the Ship
b. Customer: Any person, whether natural or juridical, who enters into an Agreement with an Supplier.
c. Agreement: Any agreement that is entered into between an Supplier and a Customer, including any amendments and additions thereto, whereby the Supplier agrees to conduct a Voyage on board his Ship, and to which these General Conditions apply.
d. Guest: Any person, whether natural or juridical, who is authorized by the Customer to make use of the services of the Supplier.
e. Voyage: The entire trip, including a stay on board the Ship, taking place during the period set forth in the Agreement.
f. Luggage: Any luggage, consisting of easily transported or wheeled items, in the possession of a Guest.
g. Ship: The Ship referred to in the Agreement.
h. Price: The Price of the Voyage, as set forth in the Agreement.

article 2. scope of application
2.1 These Conditions shall form part of every Agreement. These Conditions shall also apply to the pre contractual relationship between the Supplier and the Customer, as of such time as the Supplier has provided them to the Customer and the Customer has not objected to their application within 7 days thereof.
2.2 General conditions that conflict with the provisions hereof shall apply only if expressly accepted by the Supplier in writing and only with respect to the Agreement(s) concerned.
2.3 Amendments or additions to any provision of the Agreement or these Conditions shall be effective only if made in writing.
2.4 The Agreement and these Conditions constitute the entire agreement setting forth the rights and obligations of the Supplier and the Customer.
2.5 In the event of a conflict between the Dutch-language version of these Conditions and any version in another language, the Dutch-language version shall prevail.
2.6 In the event that any provision of these Conditions should be invalid, the remaining provisions shall continue to have effect. The invalid provision shall be replaced by a provision that approximates, to the extent possible, the intent of the invalid provision.
2.7 The contracting parties are the Supplier and the Customer.

These conditions shall also apply between the Supplier and Guests, who are not parties to the Agreement between the Supplier and the Customer, and the Customer shall be responsible for ensuring this. The Customer shall indemnify the Supplier for any and all liability of the Supplier vis-à-vis a Guest that would have been excluded if the Guest had been bound by these Conditions.
2.8 These Conditions shall also inure to the benefit of any legal or natural person upon whom, in the widest possible sense, the Supplier relies or has relied in the execution or performance of the Agreement or in the conduct of his business activities.
2.9 In the event of a conflict between the provisions of the Agreement and the provisions of these Conditions, the provisions of the Agreement shall prevail.

article 3. liability of the supplier
3.1 The liability of the Supplier to pay damages for death
or personal injury pursuant to part 3 of title 10 of Book 8 of the Civil Code, shall be limited to the sum of EU 137.000,- per Guest. In the event that such damages take the form of an annuity, the capital shall not exceed EU 137.000,- per Guest.

3.2 The liability of the Supplier to pay damages for loss of or damage to Luggage shall be limited to EU 1000,-. Damage shall be limited to the current value of the Luggage. The Supplier shall have no liability for any non-pecuniary loss, indirect or consequential damages arising from the loss of or damage to Luggage.

3.3 The Supplier shall not be liable for any loss attributable to delay (irrespective of the cause thereof and whether arising before, during or after transportation), or to any deviation from the agreed upon time for starting and ending.

3.4 The Supplier shall have no liability for damages resulting from a thing, brought on board by a Guest, that the Supplier would not have permitted on board, had he been aware of its nature or character, if the Guest knew or should have known that the Supplier would not have permitted such a thing on board. The Guest shall be liable to the Supplier for any expenses and damages that may arise as a result of his having brought or having had such thing on board.

3.5 Without prejudice to article 6:107 Civil Code, in the event of personal injury suffered by a Guest, only that Guest shall have a cause of action for damages. Without prejudice to article 6:108 Civil Code, only the surviving spouse, children and parents who depended on the Guest for their support shall have a cause of action for damages. The value of the claims provided for in this section shall be based on the relative position and affluence of the claimant.

3.6 In the event that the Supplier proves that damage, loss or injury is attributable to the fault or negligence of the Guest, the Supplier's liability shall accordingly be set off, either completely or in part.

3.7 In the event that persons assisting the Supplier in performing his obligationsrender, at the request of the Customer or Guests, services that the Supplier is not obligated to perform, such persons shall be deemed have acted under the instructions of the Customer and/or the Guests to whom the services were rendered.

3.8 The Customer waives the right to set-off based on comparative negligence.

article 4. liability of Customer and Guests
4.1 The Customer and the Guests shall be jointly and severally liable for any damage, loss or injury to the Supplier caused by the Customer, Guest or their Luggage. This shall apply to damage to the Ship, to injury and damage to any persons or property located on board, as well as to injury and damage caused by the Customer, Guests or their Luggage to persons or property not located on board the Ship, in the event such damages are sought from the Supplier.

4.2 The Customer shall not be entitled to rely on the Guests? own liability.

4.3 This article shall apply without prejudice to other or additional rights, including rights vis-à-vis third parties, of the Supplier.

article 5. obligations of supplier
5.1 The Ship and its crew conform to the legal requirements.

5.2 Pursuant to the Agreement, the Supplier is obligated to use his best efforts to carry out the Voyage.

5.3 The sailing route shall be determined by the Supplier in consultation with the Customer.

5.4 The Supplier and/or the Captain shall at all times be entitled to decide that, as a result of weather conditions,
high or low water, blocked
sailing routes and similar
conditions, including those
relating to the Ship, the Ship
cannot sail, or that it is
necessary, in the broadest
sense, to modify or cancel the
Voyage, or to change the place
of departure or arrival.
5.5 The Supplier shall, in such
case, make every effort to
cooperate in finding an
alternative or a solution,
provided that any additional
costs in connection therewith
shall be reimbursed by the
Customer. It shall be within the
discretion of the Supplier to
determine whether an
alternative or solution is capable
of being implemented and
whether the Supplier can
reasonably do so.
5.6 The provisions of this article
shall also apply in event that
the Supplier or Captain is forced
to take one of the decisions
referred to herein as a result of
the actions or failure to act of
one or more Guests, in the case
of a delay, howsoever caused,
and in the event the Supplier
cannot reach the place of
departure or arrival agreed to
with the Customer.
5.7 In the event that the Ship
unexpectedly turns out to be
unavailable, the Supplier shall
use his best efforts to provide a
comparable Ship. If this should
prove impossible, the Supplier
shall be entitled to rescind the
Agreement. If the unavailability
of the Ship is not attributable
to the fault or negligence of the
Supplier, the Supplier shall not
be liable to pay damages or
make restitution to the
Customer and/or Guest. In all
other cases, the liability of the
Supplier shall be limited to
sums already paid by the
Customer pursuant to the
Agreement.

article 6. obligations of
Customer and Guests
6.1 The Ship shall be made
available upon the
commencement of the Voyage,
clean and with its complete
inventory. Unless otherwise
agreed, the Customer shall, no
later than the day of
debarkation, leave the ship
behind in the same condition
as he found it upon
embarkation, i.e., clean, and
with its complete inventory.
6.2 The Customer and the
Guests must strictly comply
with all requirements and
instructions, whether
prescribed by law or given by
or at the behest of the Supplier
or the Captain, in particular but
not exclusively those relating to
order and safety. In the event
that such requirements or
instructions are not followed,
the Supplier shall be entitled
to suspend performance or to
rescind the Agreement.
6.3 The Customer and Guests
shall not bring anything on
board other than the Luggage.
6.4 The Luggage belonging to the
Customer and Guests shall not
constitute a nuisance. The
Customer and Guests shall in no
case be permitted to carry with
them dangerous substances (in
the broadest sense of the word),
or to bring on board drugs or
contraband. In addition, no pets
or animals may be brought on
board without prior permission.
6.5 On the day of arrival, the
Customer shall provide the
Supplier with a list of the names
of the Guests.

article 7. suppliers right to
suspend Performance
7.1 In the event of non-
performance, inadequate
performance or late performance
by or on behalf of the Customer,
the Supplier shall in all
circumstances be entitled to
immediately suspend
performance of his obligations
under the Agreement, while
reserving all remaining rights
vis-à-vis the Customer, including
any exclusion of Suppliers
liability for damages.
7.2 The right to suspend
performance shall include the
Suppliers right to deny the
Customer or any of the Guests
access to the Ship.
7.3 In the event of non-
performance, inadequate
performance or late performance
of these obligations by or on behalf of the Customer, followed by recourse by the Supplier to this right to suspend performance, the Supplier shall nevertheless be entitled to receive payment in the amount agreed upon, and shall not operate to the detriment of other or additional rights that the Supplier is entitled to enforce against the Customer pursuant to these Conditions and/or basic contract law.

article 8. Further rights of supplier
Access to the Ship, as well as to the Voyage and the lodging and catering services, may be denied by the Supplier where necessary due to capacity, safety, public order, potential damage or nuisance, as well as in cases of past overdue invoices, all without prejudice to the other provisions of these conditions and reserving all remaining rights against the Customer, including any exclusion of Suppliers liability for damages.

article 9. Payment terms
9.1 Unless otherwise agreed, full pension is included in the price.
9.2 Unless otherwise agreed, the Price is inclusive of costs related to ports, bridges, locks and pilotage, as well as local charges such as tourist tax and fuel charges.
9.3 The Customer shall pay the Supplier the sum due in the currency expressed in the Agreement within the time period provided therefore in the Agreement, without any discount, deduction or set off. The Customer shall at n time be entitled to suspend his obligation to make payment. Payment shall be deemed to have been made on the credit date indicated on Suppliers bank or giro statement.
9.4 The Supplier shall be entitled, at any time up to twenty days prior to the initial date of the Voyage, to increase the Price as a result of extreme changes in the cost of carrying out the Voyage. The Customer shall, in such a case, be entitled to cancel the Agreement, provided he does so within ten days of receipt of notice to this effect.
9.5 Failure by the Customer to fulfil his obligation to make payment to the Supplier within the time period agreed upon therefore, shall automatically constitute default without any notice of default being required. From the time that the Customer is in default until the time of payment in full, interest for late payment shall be due in the amount of 2% of the amount due per month or partial month, without prejudice to the Suppliers legal right to full damages.
9.6 All costs connected with the collection of the amount due from the Customer, including court costs, shall be borne by the Customer.

article 10. Complaints
10.1 Complaints concerning invoices shall be made within fourteen days of the invoice date.
10.2 The Customer and/or Guest shall communicate any complaints concerning the performance of the Agreement to the Supplier and/or the appropriate personnel present immediately (during the trip), in order to give the Supplier the opportunity to take measures aimed at correcting any situation that is the subject of a legitimate complaint.

article 11. Cancellation
11.1 In the event of cancellation by the Customer, the following percentages shall be due:

| Price for Ship: after reservation | 15% |
| 6-5 months prior to sailing | 20% |
| 5-4 months prior to sailing | 30% |
| 4-3 months prior to sailing | 40% |
| 3-2 months prior to sailing | 50% |
| 2-1 months prior to sailing | 75% |
| 1 month - 1 day prior to sailing | 90% |
| 1 on sailing date | 100% |
Catering and other services: after reservation 15%
1 week up to sailing date 100%

11.2 Cancellation must be made by fax, with receipt to be confirmed by Supplier, or by registered mail. The date of cancellation shall be the date of receipt by the Supplier.

article 12. rescission
12.1 In the event the Customer is declared bankrupt, makes assets available to creditors, submits a request for a moratorium on payments, has an attachment levied on all or part of his assets that is not lifted or placed in custodianship within ten days after the date of attachment; or
b. decides to proceed or proceeds with the cessation or transfer of all or a significant part of his business activities, including the contribution of his business activities to an existing or to-be-established company, or changes the objects of his business enterprise; or
c. fails in full or in part to fulfil any legal or contractual obligation vis-à-vis the Supplier, after having received written notice of default; or
d. fails to pay any invoiced amount or portion thereof within the time period provided therefore, the Customer shall by operation of law be deemed to be in default, and any remaining payments shall immediately fall due.
12.2 Under the circumstances set forth in the previous section, the Supplier shall be entitled, without giving rise to any liability in damages and without prejudice to his other rights, such as rights relating to overdue fines, interest, and the right to demand damages, and without giving notice of default or seeking judicial intervention:
a. to rescind the Agreement in whole or in part, by sending written notice to that effect to the Customer; and/or
b. to demand immediate payment of any sums due to the Supplier from the Customer; and/or
c. before performing the Agreement any further, to obtain from the Customer security for the (timely) performance of his payment obligations.
12.3 In the event that the Supplier elects to rescind the Agreement, the Customer shall pay liquidated damages consisting of the Price, or the amount of actual damage, if this exceeds the Price.

article 13. Force Majeure
In the event that the Supplier is prevented by force majeure of a permanent or temporary nature from performing of continuing to perform his obligations under the Agreement, the Supplier shall be entitled, without giving rise to any liability in damages, by giving notice to that effect and without judicial intervention being required, to rescind the Agreement in whole or in part, without prejudice to the Suppliers right to demand payment from the Customer for performance rendered prior to the commencement of the force majeure, or to suspend in whole or in part the performance or continued performance of the Agreement. The Supplier shall notify the Customer forthwith of any situation involving force majeure. In the event of suspension of performance, the Supplier shall retain the right to subsequently rescind the Agreement in whole or in part.

article 14. applicable law
14.1 Both the Agreement and these general conditions shall be governed by Dutch law.
14.2 Any dispute shall be submitted to the competent court in the district in which the Supplier has his place of business. In the event that the Customer is a Consumer, he shall be entitled, within one month, to designate a different court.
article 15. Guided Youngsters Programs

15.1 Mentors on International Exchanges and other Sail Training Programs organized by Windseeker are guiding like good parents would do. Windseeker is not responsible for trainee behaviour whether the trainees are adults or minors. The mentors follow the guidelines listed in this article. Trainees will be instructed on arrival onboard.

15.2 Unsupervised shore leave will always be done in groups of at least three trainees. The captain or the mentors will set hours of shore leave depending on the circumstances. For minor trainees return onboard no later then 24.00 hours (unless supervised by the mentor or crew).

15.3 Drugs is prohibited onboard of all the vessels and during all programs.

15.4 Alcohol while at sea is prohibited and under supervision of the captain and crew. Alcohol use in port and during shore leave according to the local laws and regulations.

15.5 Trainees breaking these rules might be send home on captains decision.

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