

GENERAL TERMS AND CONDITIONS OF THE NATIONAL RESCUE MUSEUM DORUS RIJKERS FOUNDATION

Introduction

The National Rescue Museum Dorus Rijkers Foundation (hereinafter referred to as the "Rescue Museum") will, within the bounds of reasonableness, do everything possible to ensure that the visit to the museum complex, both by private and business visitors, as well as the exhibitions, activities, and bookings organized by the Rescue Museum, proceed in accordance with the wishes of the visitor. The Rescue Museum will make every effort to minimize any inconvenience and/or discomfort to the visitor and to ensure the safety of the visitor to the greatest extent possible.

1 General provisions: definitions

Article 1.1

The term "Rescue Museum" refers to the organization that manages and operates the museum complex, including, but not limited to, permanent staff, volunteers, attendants, and other museum officials authorized to act on behalf of this organization.

Article 1.2

The term "museum complex" refers to the entirety of spaces (built and unbuilt) that fall under the legal or managerial authority of the management of the Rescue Museum, including, but not limited to, exhibition halls, coffee corner, outdoor areas, tour boats, piers, shop space, and storage.

Article 1.3

The term "visitor" refers to anyone who, in any way, directly or indirectly enters into an agreement with the Rescue Museum with the purpose of entering the museum complex and/or its boats, visiting an exhibition, or participating in an activity organized by the Rescue Museum, both for business and private visitors.

Article 1.4

These general terms and conditions apply to any agreement between the Rescue Museum and a visitor.

2 Ticket sales, offers, and prices

Article 2.1

All price quotations, announcements, or other information provided by the Rescue Museum are non-binding. The Rescue Museum accepts liability for any mistakes made by the museum itself in the price quotations, announcements, or other information provided to the visitor. This liability only applies to the informational material that is present within the museum at the time of the claim or has been recently distributed by or on behalf of the Rescue Museum. The Rescue Museum is not liable for errors due to intent, fault, or negligence of third parties.

Article 2.2

The visitor is always obliged to present the (electronic) admission ticket and any card or voucher entitling them to a discount on the admission price to recognizable officials, including attendants, as designated.

Article 2.3

The potential visitor is not entitled to a refund of the admission price or any other compensation in the event of loss or theft of the admission ticket before entering the museum complex. If a potential visitor does not use a pre-purchased admission ticket, it is at their own expense and risk; this also applies if the admission ticket is valid only for a specific time and/or date. Once an admission ticket has been obtained, it cannot be exchanged. Likewise, there is no refund of the admission price. However, the paid admission price may be refunded if circumstances beyond the buyer's control make the museum visit impossible, subject to evaluation by the management.

Article 2.4

The potential visitor may be denied access to the museum complex if it is found that the admission ticket, discount card, or voucher has not been obtained from the Rescue Museum or an authorized agency designated by the Rescue Museum.

Article 2.5

The Rescue Museum will refund the actual admission price paid by the visitor only if the visitor must leave the museum complex prematurely due to an unannounced emergency exercise within the framework of occupational safety and health regulations (Article 23 of the Occupational Health and Safety Act) or in the event of an actual calamity resulting in the complete or partial evacuation of the museum complex.

Article 2.4

The potential visitor may be denied access to the museum complex if it is found that the admission ticket, discount card, or voucher has not been obtained from the Museum or an authorized entity declared by the Museum.

Article 2.5

The Museum will refund the actual admission price paid by the visitor only if the visitor has to leave the museum complex prematurely due to an unannounced exercise under the occupational safety and health law (Article 23 Arbo-wet), as well as in the event of an actual calamity resulting in the complete or partial evacuation of the museum complex.

3 Stay in the museum complex

Article 3.1

During the stay in the museum complex, the visitor must behave in accordance with public order, good morals, and the rules of decency applicable to the nature of the visited activity. The visitor is also required to immediately follow the instructions and directives given by recognizable officials of the Museum, including attendants, among others. If, in the reasonable judgment of an authorized official of the Museum, who must be recognizable as such, the visitor acts in violation of these standards, instructions, or directives in any way, the visitor may be denied further access to the museum complex, without the visitor having any right to compensation for the cost of the admission ticket or any other expenses incurred.

Article 3.2

Parents or guardians of children are at all times responsible for and accountable for the behavior of the children they bring with them. Teachers and group leaders are responsible for and accountable for the behavior of the group members they accompany.

Article 3.3

The visitor is prohibited from, among other things, in the museum complex:

- a. offering or providing goods of any kind for sale to third parties, either for a fee or free of charge;
- b. deliberately and for an extended period obstructing the path of other visitors or obstructing the view of exhibited objects;
- c. interfering with other visitors, including, but not limited to, using mobile phones or other sources of noise pollution; the use of such equipment may, however, be explicitly permitted by the Museum in certain areas;
- d. bringing (pet) animals, unless explicitly allowed in certain areas or if they are (guide) dogs accompanying a visitor with an identification card;
- e. smoking in all areas of the museum complex;
- f. consuming food and beverages outside the coffee corner;
- g. bringing dangerous objects or substances, as determined by a recognizable official of the Museum, including, but not limited to, walking sticks, umbrellas, or large bags; these may be left at a location designated by the Museum;

h. using wheelchairs, strollers, and buggies in designated enclosed spaces, other than those provided by the museum;

i. touching exhibited objects and exhibition materials such as display cases, lighting, dividers, and the like, unless explicitly and expressly allowed. Parents or guardians of children must strictly ensure that exhibited objects are not touched by the children they bring with them. Small children must be held by the hand or transported in a stroller; similarly, teachers and group leaders must ensure that the group members they accompany do not touch the exhibited objects.

Article 3.4

In special cases where the general safety of individuals or the collection requires it, a supervising official of the Museum, who must be recognizable as such, may demand inspection of the baggage brought by the visitor.

Article 3.5

The Museum may deny access to the visitor who has deliberately damaged an object during one or more previous visits to the Museum, or who in any other way justifies the fear of damage, access to the museum complex permanently or for a certain period; the Museum may subject this visitor to the measures mentioned in Article 3.4 of these general terms and conditions during all their visits. The decision to deny access must be communicated to this visitor immediately and in writing if possible.

4 Complaints and claims

Article 4.1

The Museum will do everything possible to ensure that the visit to the museum complex or the exhibitions and activities organized by the Museum proceeds in accordance with the published offer; this includes the obligation to inform the public as best as possible about full, partial, or early closure of the museum complex and/or exhibitions organized by the Museum. Furthermore, the Museum informs the potential audience about any obstructive maintenance work, renovations, or (re)arrangement of spaces. The visitor can never derive any rights from notifications, announcements, and the like regarding closure, maintenance, and the like on the Museum's website or other communication channels.

Article 4.2

Complaints, comments, and suggestions from the visitor regarding their experience during the visit to the museum complex or during the exhibitions and activities organized by the Museum must be made known as soon as possible to the recognizable official on duty in the museum complex. This official will make every effort to solve the complaint, comment, or suggestion immediately. If this is not possible, the official will ensure that the complaint, comment, or suggestion is properly recorded, and the visitor will receive a response to their complaint, comment, or suggestion within a reasonable period, but no later than 14 days after receipt. The Museum will handle the complaint, comment, or suggestion in accordance with its internal complaint handling procedure.

Article 4.3

The provisions of Article 4.2 of these general terms and conditions do not affect the right of the visitor to submit the complaint, comment, or suggestion to the competent court. Disputes arising from these general terms and conditions are subject to Dutch law and fall under the jurisdiction of the competent court in the district in which the Museum is established.

Article 4.4

If a visitor wishes to file a claim against the Museum in connection with a shortcoming in the performance of the agreement, this claim must be submitted to the Museum within 30 days after the shortcoming has occurred. Any claim submitted after this period will not be processed.

Article 4.5

Visitors can submit complaints, advertisements, and suggestions for improvement in writing via info@reddingmuseum.nl.

5. Museum's Liability

Article 5.1

The Reddingmuseum is not liable for damages resulting from price quotations, communications, or other forms of information provided to visitors by the Reddingmuseum and/or third parties, except in cases where such damages are a direct result of intentional misconduct or gross negligence on the part of the Reddingmuseum and/or its employees.

Article 5.2

The visitor's stay in the museum complex is at their own expense and risk. The museum is only liable for property and/or consequential damages suffered by the visitor, or for injuries caused to the visitor, which are a direct and exclusive result of intentional misconduct or gross negligence on the part of the museum, only when the mentioned conditions are met. It is important to note that only damages covered by the museum's insurance, or damages that should reasonably and fairly have been covered by insurance, are eligible for compensation.

Article 5.3

Under no circumstances shall the Reddingmuseum be obligated to pay a higher amount in compensation than:

- a. the actual paid admission fee and actual travel expenses, or if that is more;
- b. the amount paid by the insurer of the Reddingmuseum to the Reddingmuseum for the damage, or;
- c. compensation received from another third party for the damage.

Article 5.4

The Reddingmuseum is not liable for damages caused to visitors' vehicles, except in cases where the damage occurred on or within the museum complex and this damage is a direct result of intentional misconduct or gross negligence on the part of the Reddingmuseum and/or its employees.

Article 5.5

The Reddingmuseum is never liable for any (in)direct damages whatsoever, arising as a (direct) result of any deficiency, quality, or circumstance of, in, or on any real property owned, leased, rented, or otherwise made available by the Reddingmuseum, except in cases where the damage is a direct result of intentional misconduct or gross negligence on the part of the Reddingmuseum and/or its employees.

Article 5.6

If the Reddingmuseum accepts goods or if goods are deposited, stored, or left in any way by anyone without any compensation being requested by the Reddingmuseum, the Reddingmuseum is not liable for any damage to or in connection with the goods in any way, unless the Reddingmuseum intentionally caused the damage, or the damage is the result of gross negligence on the part of the Reddingmuseum.

Article 5.7

The total liability of the Reddingmuseum due to attributable failure to fulfill the visitor agreement is limited to compensation for direct damages and will in no case exceed the compensation scheme described in 5.3.

Article 5.8

In case of damages caused by death or bodily injury, the total liability of the Reddingmuseum will never exceed the compensation scheme described in 5.3.

Article 5.9

Liability of the Reddingmuseum for indirect damages, including consequential damages, loss of profit or wages, missed savings, etc., is excluded.

Article 5.10

The maximum amounts mentioned in Article 5.3 are not applicable if and to the extent that the damage is a result of intentional misconduct or gross negligence on the part of the Reddingmuseum or one of its officials.

6. Force Majeure

Article 6.1

As force majeure for the Reddingmuseum, which means that any resulting failure cannot be attributed to the Reddingmuseum, any unforeseeable circumstance that makes the execution of the agreement by the Reddingmuseum so difficult that, temporarily or

permanently, the execution of the agreement becomes impossible or burdensome is considered.

Article 6.2

Such circumstances also include circumstances involving individuals and/or services and/or institutions that the Reddingmuseum uses in the execution of the visitor agreement, as well as anything that applies to the aforementioned as force majeure or as a suspensive or dissolving condition, as well as attributable failure of the aforementioned.

7. Lost and Found

Article 7.1

Found items in the museum complex can be handed in at the counter.

Article 7.2

The Reddingmuseum will make every effort to identify the owner or rightful claimant of the found item and will maintain regular contact with the local police for this purpose. Found items for which no handover has been requested by the owner or rightful claimant after six months of being held by the Reddingmuseum will be transferred to the local police.

Article 7.3

In case the owner or rightful claimant of a found item comes forward, they have the choice to either pick up the items themselves or have them sent by cash-on-delivery. In both cases, the owner or rightful claimant must provide proper identification.

8. Other Conditions

Article 8.1

The applicability of these general conditions does not affect the potential applicability of other (contractual) conditions and/or regulations of the Reddingmuseum.

9. Applicable Law

Article 9.1

Dutch law applies to these general conditions and to the agreement between the visitor and the Reddingmuseum.

Article 9.2

All disputes arising from the agreement between the visitor and the Reddingmuseum are exclusively submitted to the competent court in Den Helder.

10. Photography and Filming in the Museum

Article 10.1

Visitors are allowed to film or photograph using lamps, flash equipment, tripods, and other accessories (including selfie sticks), provided that this does not hinder others.

Article 10.2

Visitors are not allowed to photograph or film other visitors, especially children, as the main subject without the permission of the individual.

Article 10.3

Photos, videos, and/or film recordings of the building and artworks may not be used for commercial purposes.

Article 10.4

If an individual or entity wishes to use photos of the museum for commercial purposes, written permission can be requested via info@reddingmuseum.nl. Costs will be charged for such use.

Article 10.5

The Reddingmuseum occasionally conducts photo and film reports within the building and on boats. This material can be used for publicity purposes and may appear in the museum's media productions. By entering the museum building, the visitor agrees to the publication of this material, even if they are visible in the material. If a visitor objects to the publication of recognizable image material, they can communicate this via info@reddingmuseum.nl. The Reddingmuseum will then make efforts to prevent the publication of the material or to refrain from republishing it.

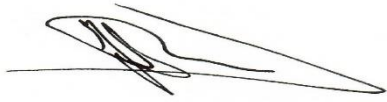
11. Booking Conditions

Article 11.1

If cancellation occurs up to 72 hours prior to the booking, 50% of the costs will be charged. If cancellation occurs up to 48 hours prior to the booking, 100% will be charged. In case of proven force majeure, exceptions can be made.

These General Terms and Conditions of the Reddingmuseum have been established by the director.

Director of the Reddingmuseum,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

J.A.N. de Ruiter