

GENERAL TERMS AND CONDITIONS OF NS HISPEED

CHAPTER 1 TRAVEL TERMS AND CONDITIONS

§ 1 Travel terms and conditions for all NS Hispeed trains

ARTICLE 1 Definitions

In these General Terms and Conditions, the following terms shall have the following meanings:

Agent	a natural person or legal entity that has undertaken to a carrier to provide intermediary services in forming agreements and to possibly conclude these in the name of and on behalf of a carrier, without being subservient to this carrier;
General Terms and Conditions	these terms and conditions;
Day	a calendar day, running until 4.00 a.m. the following day;
Timetable	the schedule furnished by NS Hispeed, listing travel possibilities with Vehicles operated by NS Hispeed;
GCC	the general terms and conditions for transport of passengers by train, known in English as 'General Conditions of Carriage' and also referred to as 'GCC-CIV/PRR';
Disputes Committee	the Public Transport Disputes Committee, located in The Hague, the Netherlands;
Checking in	the act by which (i) a Passenger holds a Public Transport Smart Card under a card reader at the start of his journey with NS Hispeed; (ii) the card reader checks whether the Product is valid and/or whether the balance on the Smart Card is sufficient and subsequently (iii) a text, sound and/or light signal is shown or emitted to indicate confirmation;
Hand Luggage	any luggage which a Passenger has with him which can easily be transported or moved, is portable, or can be shifted by hand, and which fits in the storage areas provided for this;
NS Hispeed	HSA Beheer NV, NS Internationaal BV, or Thalys Nederland NV;

Public Transport Companion Pass	a ticket furnished by the competent authority for transport of a companion at no cost;
Public Transport Smart Card	the reloadable and contactless smart card bearing the Public Transport Smart Card logo which may be used as a receipt and/or Ticket for public transport, provided this relates to a valid Product and – in the case of travelling on an e-purse balance – there is a sufficient balance. The Public Transport Smart Card may be used for the products of one or more public transport companies;*
Product	a valid train pass, standing right, other one-off or other travel right, or admission right with NS Hispeed or another carrier;
Passenger	any natural person (male or female) having a Ticket or not who utilises public transport and related services carried out by NS Hispeed;
Fare Terms and Conditions	a specific combination of sales, travel, reservation, reimbursement and rebooking conditions on the one hand, and the Transport Price or manner of calculating the price on the other hand;
Route	a route operated by NS Hispeed which runs from one of NS Hispeed's stations in the Netherlands to, at the farthest, the Dutch border, and vice versa;
Checking out	the act in respect of NS Hispeed by which (i) at the end of his journey a Passenger holds under a card reader the Public Transport Smart Card that was used to check in; (ii) the card reader checks whether the Product is valid and/or whether the balance on the Smart Card is sufficient and subsequently (iii) a text, sound and/or light signal is shown or emitted to indicate confirmation;
Delay	a deviation observed and recorded by traffic control from the specific train's Timetable, which deviation from the Timetable was not announced beforehand by NS Hispeed;

** Solely applicable to:

- Fyra domestic route – supplement required
- ICE domestic route – no supplement required, except for holders of a Student Public Transport Smart Card (general terms and conditions of transport (AVR- NSR) are applicable)
- ICE Berlin domestic route – no supplement required (general terms and conditions of transport (AVR- NSR) are applicable)
- IC Brussels domestic route - no supplement required (general terms and conditions of transport (AVR- NSR) are applicable)

Ticket	the electronic or other receipt for the Passenger, based on which he/she is entitled to use the Vehicle and/or gain access to the station as indicated or electronically recorded on the receipt. This receipt may consist of several portions and include a reserved seat, and may pertain to more than one transport agreement;
Vehicle	a train or other vehicle operated by NS Hispeed or not which is intended for passenger transport;
Transport Price	the amount which the Passenger must pay under a transport agreement for the transport and related services to be furnished by NS Hispeed.

ARTICLE 2 Applicability, availability and scope

1. This chapter shall apply to the transport agreement concluded with NS Hispeed to provide rail transport for Passengers. This chapter shall therefore not apply to transport agreements concluded by NS Hispeed, but on behalf of another carrier, hence, transport agreements between the Passenger and other carriers.

2. Transport agreements concluded with NS Hispeed shall pertain solely to transport by trains operated by NS Hispeed. Transport by other trains shall be subject to separate transport agreements concluded between the Passenger and the carrier operating those other trains, irrespective of whether the Passenger has one or more tickets.

3. The Fare Terms and Conditions shall apply in addition to the General Terms and Conditions.

4. All of NS Hispeed's General Terms and Conditions and Fare Terms and Conditions may be consulted through the Internet at www.nshispeed.nl. They are also available upon request at NS Hispeed's sales outlets. Finally, at the Passenger's request, they may be sent by post at no cost.

5. If a Passenger concludes an agreement through NS Hispeed with another railway company for travel within or outside the territory of the Netherlands following travel with NS Hispeed, NS Hispeed shall act as the Agent for this other railway company. The transport agreement shall be formed then between the Passenger and this other railway company. The general terms and conditions of transport utilised by this railway company shall apply to this.

ARTICLE 3 NS Hispeed's obligations

1. On Routes operated by NS Hispeed, NS Hispeed undertakes to transport the Passenger, and – if applicable – his Hand Luggage, and children and/or animals travelling with him/her - , to or in the direction of the destination stated on the Ticket. Such transport shall occur on payment of the Transport Price, in accordance with the Timetable and within the period of validity for the Ticket.

2. If a Passenger is killed or injured as a result of a train accident on the Route, NS Hispeed shall immediately pay, in any event within 15 days after the identity of the natural person entitled to compensation has been determined, an advance which is sufficient to alleviate the immediate financial needs and which is proportionate to the harm suffered. Subject to the foregoing, the advance shall, in the case of death, be at least EUR 21,000 per passenger. An advance shall not imply acknowledgment of liability and may be set off against any amount paid later pursuant to these General Terms and Conditions, but shall not have to be paid back, unless the harm resulted from negligence or wrongful acts on the Passenger's part, or the person receiving the advance was not entitled to compensation.

ARTICLE 4 The Passenger's obligations

1. Upon receiving the Ticket, the Passenger must make sure that the Ticket is consistent with his instructions. A Passenger using a Public Transport Smart Card must ascertain that he has checked in successfully.

2. At the carrier's request, the Passenger must show – by presenting Tickets – that he has a right to the transport service which will be provided immediately, is being provided or has just been provided to him, his luggage and, if relevant, children or animals accompanying him. The Passenger must therefore possess a valid Ticket immediately before and during the trip, as well as up to and including the time he leaves the station.

3. A Passenger who is 14 years of age or older must identify himself at NS Hispeed's request with a document which, under Article 1 of the Compulsory Identification Act, may be used to establish a person's identity, *even if* the Passenger is not travelling with a special ticket.

4. During the entire trip, the Passenger must supervise the children and animals accompanying him and may not place Hand Luggage on or near doors, aisles or seats.

5. The Passenger may only travel in the class indicated on the Ticket or, at his option, a lower class, even if there are no seats in the class indicated.

ARTICLE 5 NS Hispeed's rights

1. In exceptional circumstances of a temporary nature, NS Hispeed may deviate from the Timetable by transporting the Passenger at other times, on other routes and with other Vehicles.

2. NS Hispeed may withhold any services from the Passenger, deny him access and, as appropriate, remove him if the Passenger cannot show through a genuine, undamaged Ticket that he is entitled to the services which he is utilising, has just utilised or will apparently utilise right away.

3. NS Hispeed may deny the Passenger access to the Vehicle or station, give him/her instructions or – as a last resort – force him to leave the Vehicle or station if, in its judgment, the Passenger, the Hand Luggage or the children and/or animals accompanying the Passenger are causing (or threaten to cause) a hazard, contamination or a nuisance.

4. NS Hispeed may inspect unattended, – and, in situations where safety is or threatens to be an issue, attended – Hand Luggage.

5. If the Passenger does not fully comply with the obligations under article 4.2, NS Hispeed may require the agreements not shown to be concluded at once or again, subject to the associated financial obligations.

6. NS Hispeed may exclude transport to Passengers under age 12 who are not accompanied by a person who is at least 18.

ARTICLE 6 The Passenger's rights

1. a. A Passenger may take along animals at no cost, provided they are placed in an easily portable basket, bag or similar object and do not occupy a seat. Dogs may also be transported in another manner, provided a ticket for them has been purchased and they are on a leash.

b. The obligation to have a Ticket for a dog shall not apply to guide dogs trained by the Royal Dutch Guide Dog Foundation or the Assistance Dogs Netherlands Foundation.

2. A Passenger may take along, at no cost, no more than three items of Hand Luggage, provided this Hand Luggage can be transported in its entirety and simultaneously by the Passenger and the largest dimension of the object concerned does not exceed 85 centimetres. The luggage must fit in the designated storage areas. The particular Fare Terms and Conditions may allow larger Hand Luggage on seasonal trains (such as the Ski-Thalys).

3. A Passenger may take along children under age 4 at no cost, provided:

a. the Passenger supervises this child during the entire trip; and

b. this child does not need a seat.

4. A Passenger with an impairment necessitating assistance may bring a companion along at no cost, provided the Passenger furnishes proof of his identity at NS Hispeed's request and displays a Public Transport Companion Pass in his name.

5. A Passenger with an impairment necessitating assistance getting in and off the train may receive assistance in getting in and off from NS Hispeed at no cost, provided the Passenger submits a request to the Disabled Assistance Office for assistance in getting in and off the train, subject to the time periods applied by this Office. The request must indicate the Passenger's name and a description of the assistance he wishes to receive.

6. A Passenger with an impairment necessitating a seat which is suitable for wheelchairs may reserve a wheelchair-suitable seat at the ticket counter of NS Hispeed, an Agent or by calling the NS Hispeed Telesales Department, provided the Passenger has concluded a transport agreement with NS Hispeed and a wheelchair-suitable seat can be reserved and is available.

7. A Passenger with an impairment necessitating a seat which is suitable for wheelchairs may, upon request and in concluding the transport agreement with NS Hispeed through NS Hispeed Telesales for a wheelchair-suitable seat, possibly be eligible for a fare which is only available for reservations through the Internet, provided the Passenger has a Public Transport Companion Pass and a pass for an exemption from transaction costs.

8. In the event of an organised, nationwide strike by NS Hispeed's employees, a Passenger may, upon request, receive compensation up to EUR 25 for the reasonable costs of substitute transport for the train if the Passenger shows the costs incurred by him, unless a situation referred to in Article 7.13(d) occurs.

9. If the carrier deviates from the Timetable referred to in Article 5.1, the Passenger may dissolve the relevant transport agreement at no cost, insofar as the rights under this agreement have not been enjoyed yet.

10. A Passenger travelling on a Dutch Route with a NSR subscription during its international journey (with exception of a international journey with Thalys) is in certain cases entitled to discounts. However, different discount periods and discount rates can apply. Check for discount periods and discounts rates our website www.nshispeed.nl. If a Passenger travels on a Dutch Route with ICE, ICB or ICBrussel, NSR conditions apply, please check www.ns.nl.

ARTICLE 7 Delays

1. If a train is cancelled or if, objectively speaking, the carrier's experience shows that the destination indicated in the agreement will be reached with a delay exceeding 60 minutes, the Passenger may, pursuant to paragraph 8 of this article:

- a) seek reimbursement of the costs for the Route for the part of the Route which was not carried out and/or the part which was carried out but no longer serves the purpose, as well as free transport back to the trip's point of departure; or
- b) continue his Route, insofar as NS Hispeed recommends utilising the detour route, if

necessary, via a different route, once this is possible, but nevertheless within 48 hours.

2. If the Passenger's Ticket is also valid for the return trip and he uses this in accordance with his itinerary, only the portion of the total fare corresponding to the outward trip shall be reimbursed.

3. A return to the Route's point of the departure or continuation on the Route shall only be possible through the carriers involved in performing the transport agreement. This must occur subject to conditions comparable to those of the original trip.

4. If the Passenger does not submit a claim under Article 7.1(a) above, the carrier shall provide the following compensation, calculated in accordance with paragraph 8 of this Article, for the delayed train:

- for a Delay of 60 minutes or more, 25% of the ticket price;
- for a Delay of 120 minutes or more, 50% of the ticket price.

Paragraphs 12 and 13 of this Article shall remain applicable.

6. Railway workers on the delayed train or other authorised personnel shall, upon request, confirm the Delay to the Passenger by making a note on the Ticket concerned.

7. The Passenger must submit his claim for compensation within two months after the train trip ends by presenting the original Ticket to the party furnishing it or one of the carriers involved in performing the transport agreement. The claim must be submitted even if the carrier has confirmed the Delay.

8. The compensation shall be calculated based on the Transport Price which may be ascribed to the delayed train. If this part of the Transport Price is not specially mentioned on the Ticket, the part of the Transport Price related to that part of the trip must be assumed.

9. The fare on which the compensation is based shall include additional costs (such as reservation costs or surcharges) but not booking costs.

10. Reimbursement and compensation requests shall be processed by NS Hispeed Customer Service within one month after the request is made. Amounts of less than EUR 4 shall not be paid out. The carrier shall pay the financial transaction costs.

11. Contrary to the preceding paragraphs, a Passenger with a train pass may request appropriate compensation if the Passenger repeatedly experiences Delays or cancellations during the term of the pass.

12. If the Passenger cannot continue his trip on the same day in accordance with the transport agreement because of a cancelled or delayed train or missed connection, or if continuation of the trip on the same day cannot reasonably be expected given the circumstances, the carrier shall reimburse the reasonable costs of informing persons waiting for this Passenger, and the carrier shall:

- a) offer reasonable accommodation, including necessary transport between the train station and the accommodation location; or
- b) reimburse reasonable accommodation costs, including necessary transport between the train station and the accommodation location.

The carrier may offer alternative transport (such as by bus, underground or taxi). If the carrier offers alternative transport, the right to accommodation described in this article shall no longer apply.

13. NS Hispeed shall be exempted from liability for protracted Delays, as well as for non-continuation of the trip on the same day, if the Passenger was notified of the Delay before he purchased his Ticket or if the incident was caused by:

- a) circumstances which were unrelated to the railway activities and which NS Hispeed could not have prevented, despite the fact that it made the necessary efforts in the specific circumstances of the case, and the consequences of which the carrier could not prevent, either;
- b) a mistake by the Passenger;
- c) the actions of a third party which, despite the duty of care required in the circumstances of the case, the carrier could not avoid and the consequences of which it could not prevent; another company using the same railway infrastructure shall not be considered a third party; or
- d) curtailment of transport services as a result of strikes about which Passengers were adequately informed.

14. Subject to these General Terms and Conditions, NS Hispeed shall not be liable for damage caused by Delays which, regardless of the cause, occurred before, during or after the transport.

ARTICLE 8 Privacy

1. If the Passenger does not wish to receive information from NS Hispeed, NS companies and/or cooperating partners about relevant services and products, he can indicate this through www.nshispeed.nl or to:

NS Hispeed Customer Service
P.O. Box 2552
3500 GN Utrecht
The Netherlands

2. NS Hispeed reserves the right to carry out camera-assisted monitoring. Such monitoring shall occur in accordance with the provisions of the Personal Data Protection Act.

NS Hispeed processes Passenger data in accordance with the statutory criteria for sound and reliable data processing as well as the additional requirements laid down in internal privacy policy rules and sectoral codes of conduct for the use of Public Transport Smart Cards and direct marketing. Where possible, NS Hispeed anonymises your data in order to protect your privacy.

NS Hispeed uses Passenger data purely for business purposes and does not disclose it to third persons except where required in order to ensure smooth operation of your Ticket in the national Public Transport Smart Card system or in instances in which NS Hispeed is statutorily required to disclose it. The 'responsible party' within the meaning of the Dutch Personal Data Protection Act is NS Groep N.V. If NS Hispeed uses Passenger data for direct marketing purposes, the Passenger in question is entitled to obstruct such use. Passengers are entitled to inspect any data about them that is kept by NS Hispeed and to request NS Hispeed to amend any incorrect data.

ARTICLE 9 Complaints and disputes

1. Complaints and compensation requests may be submitted in writing to:

NS Hispeed Customer Service
P.O. Box 2552
3500 GN Utrecht

2. Complaints and compensation requests relating to Tickets issued by NS Hispeed shall be taken up, provided the complaint was received by NS Hispeed within two calendar months after the fact to which the complaint relates occurred.

3. NS Hispeed shall provide a written response to the written complaints referred to in paragraph 2 within four weeks or notify the Passenger of the reasonable period required for a response. Such notice may also contain a request to furnish additional information and submit additional supporting documents which, in NS Hispeed's judgment, are necessary for the response.

4. Depending on the nature of the complaint, there are four agencies to which the Passenger may turn if the Passenger disagrees with the manner in which NS Hispeed has disposed of his/her complaint referred to in paragraph 2:

- the Public Transport Disputes Committee, see paragraph 5; or
- the Information Services Providers Disputes Committee, see paragraph 6; or
- the Ministry of Transport, Public Works and Water Management's regulatory body, see paragraph 9; or
- the Civil judge.

5. If the Passenger disagrees with the manner in which NS Hispeed has disposed of his complaint referred to in paragraph 2 and this complaint pertains to the formation or performance of the transport agreement concluded with NS Hispeed, or if the complaint is so closely related to the performance of such a transport agreement concluded with NS Hispeed that it may reasonably be understood to pertain to a part of that agreement, the Passenger may submit the complaint in writing or electronically to:

The Public Transport Disputes Committee
P.O. Box 90600
2509 LP The Hague
www.degeschillencommissie.nl.

6. If the Passenger disagrees with the manner in which NS Hispeed has disposed of his complaint referred to in paragraph 2 and this complaint pertains to the formation or performance of the agreement regarding the telesales services provided or to be provided by NS Hispeed, the Passenger may submit the complaint in writing or electronically to:

The Information Services Providers Disputes Committee
P.O. Box 90600
2509 LP The Hague
www.degeschillencommissie.nl.

7. The Disputes Committees shall not in any event have jurisdiction over a complaint if and insofar as this pertains to a Passenger's death, illness or injury, nor over disputes relating to incidents occurring outside the territory of the Netherlands.

8. A complaint may not be filed with one of the Disputes Committees until after the complaint has been submitted in writing to NS Hispeed and disposed of by NS Hispeed. The Passenger must present the dispute to one of the Disputes Committees within three months after receiving NS Hispeed's written decision. Subject to the provisions of the applicable regulations, the particular Disputes Committee shall, through a binding ruling, decide the disputes presented to it.

9. The Ministry of Transport, Public Works and Water Management has designated a regulatory body with respect to enforcement of Regulation No. 1371/2007 of the European Parliament and Council of 23 October 2007 on rail passengers' rights and obligations. This regulatory body handles complaints regarding alleged violations of the aforementioned Regulation, provided the complainant has presented his complaint to the carrier concerned first and, in the complainant's judgment, this carrier was unable to resolve the complaint. The Transport, Public Works and Water Management Inspectorate is the regulatory body in this instance, and may be contacted through:

Website: www.ivw.nl; or
telephone number: (+31) (0)88-4890000.

10. The foregoing shall not affect the civil court's jurisdiction to hear disputes between NS Hispeed and Passengers.

ARTICLE 10 Miscellaneous provisions

1. A Passenger may not take or have the following objects with him at stations or in Vehicles:

- dangerous goods within the meaning of the Regulations concerning international carriage of dangerous goods by rail (RID - Appendix C to the COTIF) or goods which, because of their chemical or other properties, may otherwise pose a risk to health, safety or business operations;
- guns, ammunition, other weapons such as antique guns, swords, knives (except for legal permitted pocketknives), or pointed or striking weapons;
- items which may not be transported under the applicable laws, regulations or rules of a State from which, through which or to which the Passenger is travelling;
- other objects which, in NS Hispeed's reasonable judgment, are not suitable for transport in the manner utilised by NS Hispeed, because of their weight, size, shape, scent or nature.

2. A Passenger who:

- poses or may pose a threat to the safety of other Passengers, employees of NS Hispeed, the rail infrastructure manager or employees of another railway company;
- is a nuisance to or harass other Passengers or employees or servants or agents of NS Hispeed, another railway company or the rail infrastructure manager;
- misuses its Ticket, Vehicles or facilities (such as emergency brakes, emergency buttons or emergency exits), or utilises Vehicles or facilities at a time they are not available for use, uses them in a different manner than that for which they are intended or damages them;
- does not comply with the instructions of the employees or servants or agents of NS Hispeed, another railway company or the rail infrastructure manager;
- otherwise causes or could cause disturbances or threats to safety or business operations; or
- is under age 12 and are travelling without being accompanied by a person who is at least 18,

shall be denied access to the Vehicles and other facilities or may be removed in transit, without being entitled to a refund of the Transport Price and without prejudice to the Passenger's obligation to compensate the full damage which NS Hispeed has suffered as a result.

If an emergency brake or emergency button is misused, the Passenger shall also owe an immediately due and payable penalty of EUR 125.

If a Ticker is misused, the Passenger shall also owe an immediately due and payable penalty of EUR 100, without prejudice to the right to damages.

3. If, during an exit control or upon leaving the station through the entrance points, a Passenger does not have a valid Ticket, the Transport Price owed shall be equivalent to a price of EUR 50. NS Hispeed may also impose a penalty on the Passenger in accordance with paragraph 4 of this Article.

4. A Passenger not displaying a valid Ticket, or interfering with or preventing Ticket controls, shall, as demanded by NS Hispeed, owe a penalty of EUR 35 besides any Transport Price or supplemental Transport Price owed.

5. HSA Beheer NV, NS Internationaal BV and Thalys Nederland NV may act as carriers within the meaning of these General Terms and Conditions for purposes of § 1 and § 2. These carriers are separate companies and are not a joint venture in any way whatsoever. NS Hispeed is not a company, but an umbrella brand name.

ARTICLE 11 Applicable law

Any agreement between the Passenger and NS Hispeed shall be governed by Dutch law, as in effect at the time of the dispute.

§ 2 TRAVEL TERMS AND CONDITIONS FOR SPECIFIC TRAINS

ARTICLE 12 Terms and Conditions for the Fyra Train (in the Netherlands)

1. This Article shall apply to transport agreements concluded with NS Hispeed and relating to the Fyra train, insofar as these transport agreements are performed within the territory of the Netherlands. The 'Fyra train' shall mean: the rail connection between Amsterdam, Rotterdam and Breda, the Netherlands, which is ridden for the most part on high-speed rails.

2. At the Passenger's request, NS Hispeed shall pay the Passenger compensation if there is a Delay attributable to NS Hispeed, provided the Passenger submits the request to NS Hispeed through the designated form within two months of the Delay, stating his name, address, bank or giro account number, and the date and time of the Delay, and provides the Ticket in question and, as appropriate, the supplement. An original copy of the Ticket and, as appropriate, the supplement must be submitted. A copy of a train pass or home-print ticket may be submitted, however.

The amount of this compensation shall be:

- i. for Delays of 15 minutes or more, 50% of the Transport Price relating to the transport to be furnished by NS Hispeed with the Fyra train in the travel direction in which the Delay occurred;

- ii. for Delays of 30 minutes or more, 100% of the Transport Price relating to the transport to be furnished by NS Hispeed with the Fyra train in the travel direction in which the Delay occurred.

3. The respective compensation amounts may not be claimed cumulatively nor in combination with the compensation referred to in Article 7.4 of § 1. Compensation of less than EUR 2.20 shall not be paid out.

4. Upon request, the Passenger must furnish NS Hispeed with additional information or supporting documents regarding his compensation request. If, in NS Hispeed's reasonable judgment, the Passenger is misusing the compensation scheme, NS Hispeed may deprive the Passenger of the rights under this article for a definite or indefinite period of time. The Passenger must return amounts wrongly obtained and must reimburse any costs which NS Hispeed incurs in connection with claiming back such amounts and the deprivation of rights referred to in the previous sentence.

5. As regards the rights and obligations under this article, Delays caused by breaches attributable to the infrastructure manager utilised by NS Hispeed or to other carriers utilising the same infrastructure as NS Hispeed shall be imputed to NS Hispeed.

6. A Passenger may travel with the Fyra train with a normal Ticket relating to a route in which the train stops at the same stations as the Fyra train, provided the Passenger has the related supplement. The class of the normal Ticket is leading. If, however, the Passenger has a fully integrated Fyra Ticket, the Passenger may travel without paying the supplement.

7. The General Terms and Conditions of NS Hispeed, the Terms and Conditions for the FYRA Train and the Fyra Fare Terms and Conditions shall apply to the situation referred to in paragraph 6. The General Terms and Conditions for the Transport of Passengers and Hand Luggage of the Dutch Railways shall not apply to the Fyra train, not even if the Passenger is travelling with a normal NS Passengers BV Ticket.

8. In deviation from article 10.4, the penalty for a Passenger who, in the situation referred to in Article 4.2, does not have a valid supplement shall be EUR 10. In addition, for sales in the train, NS Hispeed may round up the supplement price to an amount in whole euros.

9. When purchasing a Fyra Supplement on board of Fyra, Passengers shall pay EUR 10,- irrespective of the route and class. Passengers have to travel with a normal Ticket.

10. Upon presentation of an unused, undamaged Fyra supplement, Passengers shall be entitled to receive a voucher valid as a supplement from the NS Hispeed service counter in Amsterdam, at Schiphol Airport or in Rotterdam or from NS Hispeed Customer Service, provided the supplement presented can be shown to have remained unused because the Fyra train which the Passenger planned to use did not ride or was missed on account of a cause which was NS Hispeed's or NS Passengers BV's fault. A Fyra supplement on which a stamp has been placed by a Fyra train manager shall irrefutably be deemed to have been used.

11. If the Passenger can show that the voucher valid as a supplement is useless, he may file a request with NS Hispeed Customer Service to exchange the voucher for cash.

12. If the Passenger exercises his right referred to in the previous paragraph, the Passenger shall lose his right to compensation for a Delay as referred to in paragraph 2.

13. Passengers may reserve a seat through a sales channel offering this service if the Passenger makes the reservation at the same time that he purchases the Ticket or pays the supplement.

14. Passengers may not take along carts, mopeds, bicycles, motorcycles, scooters, scoot-mobiles or similar vehicles.

15. Passengers may take along a collapsible bike, provided it is folded up and packed up.

16. A supplement need not be paid to transport dogs. Nevertheless, Passengers must, in accordance with Article 6.1(a), purchase a Ticket for dogs transported in another manner besides in a portable basket, bag or similar object.

17. Contrary to the preceding paragraphs, a Passenger with a train pass may request appropriate compensation if the Passenger repeatedly experiences Delays or cancellations during the term of the pass.

18. For journeys by the Fyra train, a Passenger may also use the Public Transport Smart Card. If a Product is used as a ticket on the Public Transport Smart Card, the following provisions apply in addition to the other terms of the General Terms and Conditions.

A Public Transport Smart Card has a stipulated term of validity. This term of validity is unrelated to the term of validity of a Passenger's Product. If, for example, a Passenger has a train pass, it is possible that the Public Transport Smart Card to which the Passenger's Product is linked is valid for five years and that the card displays this information. However, the train pass might be valid for 1 year only.

Before boarding a vehicle, Passengers must check in properly and, having disembarked, must check out properly.

In instances in which various Products constitute a valid ticket either alone or in combination with one another, these Products must be loaded onto the same card if use is made of a Public Transport Smart Card.

If any dispute arises about the exercise of a right by a Passenger, NS Hispeed's own electronic records will serve as evidence except where the Passenger is able to provide counterevidence.

In order for NS Hispeed to reimburse any Products loaded onto a Public Transport Smart Card, Passengers must contact an NS Hispeed service outlet or customer service. In order to be reimbursed for the entire or partial amount of the balance on a Public Transport Smart Card, Passengers must contact Reiziger Translink Systems B.V. Information about this is given in their “General terms and conditions relating to the use of the Public Transport Smart Card.”

An undated Ticket that has been loaded onto a Public Transport Smart Card is valid until 31 December of the year following the year in which the Ticket is placed on the Public Transport Smart Card, unless the term of validity is stipulated on the Ticket.

Personal Products may be loaded onto a personal Public Transport Smart Card only.

The following sentences do not form part of these terms and conditions but are rather an explanation by NS Hispeed of Public Transport Smart Cards and the company that issues them, Trans Link Systems B.V. ('TLS'). If you are issued a Public Transport Smart Card, TLS enters into a user agreement with you. The general terms and conditions for (the use of) TLS's Public Transport Smart Card are applicable to this user agreement (see www.ovchipkaart.nl)

ARTICLE 13 Terms and Conditions for the IC Brussels Train

1. This Article shall apply to transport agreements concluded with NS Hispeed and relating to the IC Brussels train, insofar as these transport agreements are performed within the territory of the Netherlands. The 'IC Brussels train' shall mean: the rail connection between Amsterdam and Brussels, Belgium, which is ridden on conventional rails.

2. Passengers may not take along carts, mopeds, motorcycles, scooters, scoot-mobiles or similar vehicles.

3. Passengers may take along at most one bicycle, provided:

a. the Passenger pays the bicycle ticket required by NS Hispeed before the trip starts;

and

b. a space for the bicycle is available in the area designated for bicycles.

4. Passengers may take along a collapsible bike, provided it is folded up.

ARTICLE 14 Terms and Conditions for the ICE Train

1. This Article shall apply to transport agreements concluded with NS Hispeed and relating to the ICE train, insofar as these transport agreements are performed within the territory of the Netherlands. The 'ICE train' shall mean: the rail connection between Amsterdam and Frankfurt, Germany/Basel, Switzerland, which is partly ridden on high-speed rails.

2. A Passenger may reserve a seat before the scheduled start of the cross-border transport to be carried out by NS Hispeed, provided the Passenger has concluded a transport agreement for the transport concerned prior to the reservation (or concludes this simultaneously with the reservation) and can present the accompanying Ticket or, in the case of remote reservations, indicates the Ticket number.

3. A Passenger may not take along carts, mopeds, bicycles, motorcycles, scooters, scoot-mobiles or similar vehicles.

4. A Passenger may take along a collapsible bike, provided it is folded up and packed up.

5. A Passenger that travels with the ICE train on a Dutch Route and has a NSR ticket, has to be in the possession of valid supplement. A supplement is not required for Passengers with a Public Transport Smart Card for this Route or with a NS- yearly Public Transport Smart Card or with a yearly subscription for that specific Route (with exception for the student card).

ARTICLE 15 Terms and Conditions for the IC Berlin Train

1. This Article shall apply to transport agreements concluded with NS Hispeed and relating to the IC Berlin train, insofar as these transport agreements are performed within the territory of the Netherlands. The 'IC Berlin train' shall mean: the rail connection between Schiphol Airport and Berlin, Germany, which is ridden on conventional rails.

2. Passengers may reserve a seat before the scheduled start of the cross-border transport to be carried out by NS Hispeed, provided the Passenger has concluded a transport agreement for the transport concerned prior to the reservation (or concludes this simultaneously with the reservation) and can present the accompanying Ticket or, in the case of remote reservations, indicates the Ticket number.

3. Passengers may not take along carts, mopeds, motorcycles, scooters or similar vehicles.

4. Passengers may take along at most one bicycle, provided:

a. the Passenger makes a reservation for the bicycle at least one hour before the trip starts and a space is available for the bicycle at the time of the reservation; and

b. the Passenger pays the bicycle ticket required by NS Hispeed and the reservation costs before the lapse of the time period indicated by NS Hispeed.

5. Passengers may take along a collapsible bike, provided it is folded up and packed up.

ARTICLE 16 Terms and Conditions for the Thalys Train

1. This Article shall apply to transport agreements concluded with NS Hispeed and relating to the Thalys train, insofar as these transport agreements are performed within the territory

of the Netherlands as part of an international trip. The 'Thalys train' shall mean: the rail connection between Amsterdam and Paris, France, which is partly ridden on high-speed rails.

2. At the Passenger's request, NS Hispeed shall pay the Passenger compensation if there is a Delay attributable to NS Hispeed, provided the Passenger submits the request to NS Hispeed through the designated form within two months of the Delay, stating his name, address, bank or giro account number, and the date and time of the Delay, and provides the Ticket in question.

If the Passenger chooses to receive vouchers, the amount of this compensation shall be:

- i. for Delays of 30 minutes or more, 20% of the Transport Price relating to the transport to be furnished by NS Hispeed in the travel direction in which the Delay occurred;
- ii. for Delays of 60 minutes or more, 50% of the Transport Price relating to the transport to be furnished by NS Hispeed in the travel direction in which the Delay occurred;
- iii. for Delays of 120 minutes or more, 100% of the Transport Price relating to the transport to be furnished by NS Hispeed in the travel direction in which the Delay occurred.

If the Passenger chooses to receive cash, the amount of this compensation shall be:

- i. for Delays of 60 minutes or more, 25% of the Transport Price relating to the transport to be furnished by NS Hispeed in the travel direction in which the Delay occurred;
- ii. for Delays of 120 minutes or more, 50% of the Transport Price relating to the transport to be furnished by NS Hispeed in the travel direction in which the Delay occurred.

3. The respective compensation amounts may not be claimed cumulatively nor in combination with the compensation referred to in Article 7.4 of § 1. Compensation of less than EUR 4 shall not be paid out.

4. In deviation from the foregoing, the following compensation scheme shall apply to Thalys travel within the Netherlands:

At the Passenger's request, NS Hispeed shall pay the Passenger compensation if there is a Delay attributable to NS Hispeed, provided the Passenger submits the request to NS Hispeed through the designated form within two months of the Delay, stating his name, address, and the date and time of the Delay, and provides the Ticket in question and, as appropriate, the surcharge receipt. An original copy of the Ticket and, as appropriate, the surcharge receipt must be submitted. A copy of a home-print ticket may be submitted, however.

The amount of this compensation in vouchers shall be:

- iii. for Delays of 15 minutes or more, 50% of the Transport Price relating to the transport to be furnished by NS Hispeed in the travel direction in which the Delay occurred;
- iv. for Delays of 30 minutes or more, 100% of the Transport Price relating to the transport to be furnished by NS Hispeed in the travel direction in which the Delay occurred.

The respective compensation amounts may not be claimed cumulatively nor in combination with the compensation referred to in Article 7.4 of § 1.

5. As regards the rights and obligations under paragraph 4, Delays caused in the Netherlands by breaches attributable either to the infrastructure manager utilised by NS Hispeed or to other carriers utilising the same infrastructure as NS Hispeed shall be imputed to NS Hispeed.

6. Upon request, the Passenger must furnish additional information or supporting documents regarding his/her compensation request. If, in NS Hispeed's reasonable judgment, the Passenger is misusing the compensation scheme, NS Hispeed may deprive the Passenger of the rights under this Article for a definite or indefinite period of time. The Passenger must also provide reimbursement for any goods/services wrongly received which cannot be cancelled.

7. Passengers may not take along carts, mopeds, motorcycles, scooters, scoot-mobiles or similar vehicles.

8. Passengers may take along a collapsible bike, provided it is folded up and packed up.

9. Passengers may take along a bicycle, provided it is packed up in an appropriate bag measuring at most 90 centimetres by 120 centimetres.

10. If the Passenger takes along a dog, the dog must wear a muzzle.

11. The General Terms and Conditions of Thalys shall also apply. The following order of priority shall apply on the Dutch route:

- 1) the Fare Terms and Conditions of Thalys;
- 2) the General Terms and Conditions of NS Hispeed;
- 3) the General Terms and Conditions of Thalys.

CHAPTER 2 SALES TERMS AND CONDITIONS

ARTICLE 17 Scope

Chapter 2 shall apply to all transport agreements concluded between Passengers and NS Hispeed, as well as all transport agreements concluded by NS Hispeed, but on behalf of another carrier, hence, transport agreements between the Passenger and other carriers.

ARTICLE 18 Furnishing Tickets

1. After a transport agreement is concluded between the Passenger and the carrier, NS Hispeed shall furnish the Passenger a Ticket.

2. If the transport agreement referred to in the first paragraph is concluded at a ticket counter or a ticket machine, the Ticket shall be furnished to the Passenger or, as appropriate, the Product shall be recorded on the Public Transport Smart Card.

3. If the transport agreement referred to in the first paragraph is concluded remotely and electronically, the Ticket for specific Products shall be furnished to the Passenger by enabling the Passenger to print the Ticket out through the Internet or to collect it at a ticket collection machine, or the Ticket shall be furnished by sending the Ticket to the Passenger by post within three business days after the agreement is concluded.

4. Transport agreements shall be subject to Fare Terms and Conditions which include special and different conditions relating to, for example, validity, third-party use, rebooking and cancellation. Passengers must be aware of these special and different conditions, which can be consulted in the same manner as the General Terms and Conditions.

5. If the transport agreement referred to in the first paragraph is concluded by telephone through NS Hispeed Telesales, the Ticket shall be sent by post to the Passenger 10 days before departure, or earlier, if the Passenger explicitly states and NS Hispeed can arrange this, provided the Transport Price has been paid in full no later than 11 days before departure.

6. The right to transport under a transport agreement may only be enjoyed on the day on which the Passenger has commenced his/her transport in the Netherlands. This right shall be extinguished after this day. In the event of return transport agreements, the outward and return trips shall be considered separate transport with regard to the extinguishment of rights referred to in the previous sentence.

7. The time restriction referred to in the previous paragraph shall not apply to Passengers who show with a reservation receipt that, the day after or prior to the day on which their transport commences in the Netherlands, they shall be continuing the trip with Thalys, TGV, Eurostar, IC Berlin or ICE.

8. The right to transport under a transport agreement shall also be extinguished one month after this agreement starts to be valid, unless:

- a. applicable Fare Terms and Conditions state otherwise; or
- b. the Passenger has made a reservation; or

c. the Passenger has a train pass.

9. If the Passenger concludes a transport agreement with NS Hispeed or another carrier, the Passenger must pay the Transport Price, *even if*, because of circumstances not imputable to NS Hispeed, the Passenger does not collect or receive the Ticket. As appropriate, the Passenger must therefore pay the cancellation invoice sent by NS Hispeed.

10. Tickets issued in the Passenger's name shall not be transferable. Tickets not issued in the Passenger's name shall be transferable. Tickets may not be resold at a profit by the Passenger or any natural person or legal entity.

11. A complaint, refund request for a Delay, compensation request, or damages request relating to other carriers besides NS Hispeed and ensuing from a transport agreement concluded through NS Hispeed may be submitted to NS Hispeed. Depending on the carrier against which the claim is directed, NS Hispeed shall handle the claim itself or forward it to the carrier concerned.

12. If a Passenger concludes an agreement through NS Hispeed with another railway company for travel within or outside the territory of the Netherlands following travel with NS Hispeed, NS Hispeed shall act as the Agent for this other railway company. The transport agreement shall be formed then between the Passenger and this other railway company. The general terms and conditions of transport and fare terms and conditions utilised by this railway company shall apply to this. See www.nshispeed.nl in this regard.

13. Passengers must pay the Transport Price beforehand and check whether Tickets have been completed in accordance with their instructions.

14. Lost or stolen Tickets shall not be replaced or refunded. Passengers shall therefore lose the right to transport in that case.