



Sales inspection	Boot-Check
Thermography	Waterweegbree 217
Valuation	4823 NE Breda
Moisture inspection	076-5320105
Thickness measurement	06-39506536
Partial inspection	info@boot-check.nl
	www.boot-check.nl

Terms and conditions a total of 4 text pages.

### Article 1 General.

1 These general terms and conditions apply to all agreements between VOF Boot-Check (hereinafter supplier) and the client, which supplier has declared the present terms and conditions applicable and insofar as these conditions are not by parties expressly and in writing.

2 If one or more provisions of these general terms and conditions be void in whole or in part, at any time, or by a court judgment destroyed, the remaining provisions of the general terms and conditions fully applicable.

3 If uncertainty exists regarding the interpretation of one or more provisions of these general terms and conditions, then the explanation ' to the spirit "of these provisions.

4 Under these general terms and conditions also include new versions thereof, as will be brought to the attention to the client.

### Article 2 Definitions.

1 The experience: an examination of the technical and/or constructive State of the vessel and associated parts and appliances.

2 The share expertise: a study of the technical and/or constructive State of specific components in the command of the vessel.

3 the command: the condition inspection, share research, valuation, advice, etc. which boat-Check for client.

4 The client: the natural or legal person.

5 The expert: the natural or legal person, being J. J. Weijermans, acting in the name of Boat-Check, whose work consists of conducting research to the (technical) State in which a vessel or an object during his research.

6 the final report: the written record of the findings of the expert following his, by order of the client, research it has conducted.

### Article 3 Scope of application

1 Boot-Check is a VOF, registered at CHAMBER of COMMERCE in Breda, the Netherlands under number 74474685.

2 to the exclusion of any terms and conditions of client or by a third party to agreements between use and client only the user's general terms and conditions apply.

### Article 4 Inactivating 7:404, 7:407 L2

All assignments are, by setting aside the articles 7:407 7:404 BW and exclusively accepted and carried out by Boat-Check on behalf of the clients. Third parties may provide, to the work performed and the results of any rights.

## **Article 5 Quotations**

- 1 All quotations and offers of user are without obligation, unless in the offer a period for acceptance. If no acceptance term is, on the quotation or offer in no way any right be derived if the product on which the offer or the offer relates in the meantime is no longer available.
- 2 supplier cannot be held to his quotes or offers if the client reasonably should or can understand that the quotations or offers, or any part thereof, an obvious mistake or error.
- 3 in a quotation or offer prices are inclusive of VAT and other Government levies, expenses to be possibly made within the scope of the agreement, including travel and subsistence, shipping and administration costs, unless explicitly something else is stated.

## **Article 6 The agreement**

- 1 Unless otherwise agreed, the expertise is limited to the places and parts of the vessel that is reasonably accessible and to the parts and appliances of the vessel during the experience. For an additional fee can the expertise, if desired, be extended with a destructive testing and/or trial run.
- 2 The command and any supplementary agreements thereto, shall, in writing to be entered into. Oral changes and/or additions need to be confirmed in writing as soon as possible.
- 3 The expert has the right to extra costs arising from changes to the work or the work assignment or arising from interruptions in his work, as far as they are the result of not attributable to the expert causes. This will directly report to the expert his client and confirm this in writing.
- 4 If and in so far as the expert that considers necessary for a proper implementation of the research, he may be assisted by one or more experts.
- 5 By the expert, the experts will only after consultation and with the written permission of the client, are designated. The cost of the expert shall be borne by the client.
- 6 If experts are designated, the expert there to ensure that these experts to observe the obligation of professional secrecy.
- 7 the cost to put the vessel on shore for the client.
- 8 Under principal is in these conditions any (legal) person means those with a Boat-Check agreement.
- 9 inspections of engines and propulsion installations do not include internal inspections.
- 10 engines and propulsion installations are not (partly) dismantled.
- 11 Against an additional fee can optionally be research expanded with a destructive testing.

## **Article 7 Require Boot-Check**

Will the agreement to the best supplier insight and ability and in accordance with the requirements of good workmanship. On the basis of the currently known state of science.

## **Article 8 Data provision**

- 1 The client shall ensure that all data, which supplier has said to be necessary or which the client reasonably understand to be necessary for the performance of the contract in due time supplier are provided. If the data required for the implementation of the agreement did not submit to supplier, supplier has the right to suspend the execution of the agreement and/or according to the additional costs resulting from the delay in that case usual rates to charge to the client. The implementation period shall begin not earlier than after the client has provided the data to the supplier. Supplier shall not be liable for damage of whatever nature caused by the fact that supplier is provided by the client on the basis of incorrect and/or incomplete data.

## **Article 9 The final report**

- 1 The expert will command to the best of its ability, accurate, honest and according to the rules of good workmanship.
- 2 the expert does not later than 10 working days after completion of its expertise to the client report of its findings in the form of a digital final report. The report of the expert also mentions the purpose of the experience. Unless with the express permission of the client will the expert no data to third parties.
- 3 the expert saves the information on the contract have, in his opinion, in a manner determined by him, during a period of one year from the day the (final) report is provided to the client.

#### **Article 10 Suspension & dissolution**

- 1 The client is up to 48 hours for the expertise at all times authorised to cancel the contract under reimbursement of the costs that the expert has made so far. Notice within 48 hours to provide expertise for the 50 percent of the Boat-Check is entitled to charge fee payable.
- 2 If one of the parties fails to comply with its obligations, the other party shall be entitled to suspend performance of its opposite obligation there. In case of partial or non-proper performance shall only be allowed in so far the shortcoming justifies that suspension.
- 3 If one of the parties fails to comply with its obligations under the agreement, the other party shall be entitled to dissolve the agreement, unless the shortcoming given its particular nature or minor importance does not justify the dissolution.

#### **Article 11 commercial purposes**

- 1 Boot-Check can, in consultation with and with the express consent of the client, use the expert made pictures and videos from the experience for commercial purposes. The identity of the client at any time remains beyond recognition.
- 2 paragraph 1 shall not apply to the use of the photos made during the mission for informational and commercial purposes, of a general nature, in which the identity of the principal or the object is not recognizable.

#### **Article 12 force majeure**

- 1 if and to the extent that Boat-Check her obligations under the agreement do not, not fully or not timely or at the agreed place to meet as a result of force majeure, it shall be entitled to dissolve the agreement, without liable for damages to are. Force majeure is understood among others: fire, water damage, special weather conditions, traffic congestion, damage to machinery, equipment or installations, illness or accident of the enabled expert or the inaccessibility of the pleasure craft.

#### **Article 13 be liable**

- 1 Boot-Check can not be held to reimburse any damages, which have a direct or indirect result of:
  - 2 a. an event, which in fact beyond its power and thus not to let her do and/or can be attributed;
  - 3 b. any act or omission of the client, its servants or other persons, who by or on behalf of the client.
- 4 Boat-Check shall not be liable for damage of any kind, because they is assumed to be provided by the client incorrect and/or incomplete information, unless user should have been aware of said incorrectness or incompleteness.
- 5 Boat-Check accept any liability whatsoever in the case against the opinion of user, the client requires that certain activities have to find passage.

- 6 If Boat-Check should be liable for any damage, then the liability of its limited to a maximum of the invoice value of the contract, at least to that proportion of the contract which the liability

7. The liability of Boat-Check is always limited to the amount of the benefit of its insurer as appropriate.

8 Contained in this agreement is limitations of liability do not apply if the damage is due to wilful misconduct or gross negligence of boat-Check or her subordinates.

9 The outcome of skin thickness measurements is an indication of the material thickness, but does not guarantee that other places no deviating material thickness can be present. For example, on site of (concrete) ballast, rafters on the inside, standpipes, Stern tubes, tubes, pipes, scheggen and hennegats (box) keels.

10 Problems in and/or under the applied paint system and filler layers of the underwater hull, rudder Blade (s) and skeg (gen), as well as problems in and/or under the laminate flooring, can only be determined after destructive testing. This destructive testing is not covered by this standard.

11 There can never be excluded that at a later stage shows that repairs to the skin must be implemented.

12 The condition of keelbolts and keelsuspension can only determined by destructive testing, these activities are not included by the standard inspection.

13 All liability on above is hereby excluded.

14 Boat-Check is not liable for damage caused during the execution of the command.

15 The vessel or object is on the day of the inspection to adequately insured are.

16 Also for damage caused by third parties, such as when lifting, opbok and or transport is Boat-Check not liable.

17 The fluids of the engine(s), gearbox(es), grease lubrication system(s), generator(s) are checked for levels, the condition of the fluids are determined by means of a so-called field test.

We advise the owner to check again before and during the trip and to top up if necessary. Boot-Check VOF is not liable for operating errors made by the owner of the technical installations, propulsion, etc.

#### **Article 14 Payment**

1 All payments must take place within 14 days after the invoice date, without any right to discount or set-off.

2 If the principal does not pay within the prescribed period, send a notice of default in Boat-Check the meaning of a reminder note. If not this reminder note on time is paid, has Boat-Check the right the

3 Legal to charge interest from the due date until the date of full payment.

4 In the case of contracts above €1000, and foreign inspection tasks there should be prior to the inspectiedag one third of the paid invoice to us.

#### **Article 15 applicable law & disputes**

1 To all agreements between user and principals is governed by Dutch law.

2 All made reasonable judicial and extrajudicial costs, which result from non-compliance by client of obligations arising from the agreement shall be borne by the customer.

J.J. Weijermans.

Breda, 15 september 2018.

