

Article 1 – General

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

If one or more provisions of these general terms and conditions are at any time wholly or partially void or annulled by a court ruling, the remaining provisions shall remain fully applicable.

If any ambiguity arises regarding the interpretation of one or more provisions of these general terms and conditions, the interpretation shall take place “in the spirit” of these provisions.

These general terms and conditions also include new versions thereof, as will be communicated to the client.

Article 2 – Definitions

The expertise: an investigation into the technical and/or structural condition of the vessel and its associated components and equipment.

The partial expertise: an investigation into the technical and/or structural condition of specific components of the vessel named in the assignment.

The assignment: the condition survey, partial inspection, valuation, advice, etc., performed by Boot-Check VOF for the client.

The client: the natural or legal person.

The expert: the natural or legal person, being J.J. Weijermans, acting on behalf of Boot-Check VOF, whose work consists of investigating the (technical) condition of a vessel or object at the time of inspection.

The final report: the written record of the expert’s findings following the investigation carried out on behalf of the client.

Article 3 – Applicability

Boot-Check is a general partnership (VOF), registered with the Chamber of Commerce in Breda under number 74474685.

With the exclusion of any general terms and conditions of the client or third parties, only the general terms and conditions of the user (Boot-Check) apply to agreements between the user and the client.

Article 4 – Exclusion of Articles 7:404 and 7:407(2) of the Dutch Civil Code

All assignments are accepted and carried out exclusively by Boot-Check VOF for the benefit of the clients, with the exclusion of Articles 7:404 and 7:407(2) of the Dutch Civil Code. Third parties cannot derive any rights from the work performed or its results.

Article 5 – Quotations

All quotations and offers from the user are without obligation, unless a period for acceptance is stated. If no acceptance period is stated, no rights can be derived from the quotation or offer if the product is no longer available in the meantime.

The supplier cannot be held to quotations or offers if the client should reasonably understand that they contain an obvious mistake or clerical error.

Prices stated in a quotation or offer include VAT and other government levies, as well as any costs incurred in the context of the agreement, including travel, accommodation, shipping, and administrative costs, unless explicitly stated otherwise.

Article 6 – The Agreement

Unless otherwise agreed, the expertise is limited to areas of the vessel that are reasonably accessible and to components and equipment present during the inspection. For an additional fee, the expertise may be expanded with destructive testing and/or a sea trial.

The assignment and any amendments must be made in writing. Oral changes must be confirmed in writing as soon as possible.

The expert may charge additional costs resulting from changes in the work or interruptions not attributable to the expert. These costs will be reported immediately and confirmed in writing.

If deemed necessary for proper execution, the expert may engage one or more specialists.

Specialists will only be appointed after consultation and with written consent from the client. Their costs are borne by the client.

The expert must ensure that any appointed specialists observe confidentiality.

Costs for hauling the vessel out of the water are for the client.

“Client” refers to any (legal) person who has entered into an agreement with Boot-Check VOF.

Inspections of engines and propulsion systems do not include internal inspections.

Engines, generators, and propulsion systems are not (partially) dismantled.

For an additional fee, destructive testing can be performed if desired.

An inspection is a snapshot and provides an indication of the vessel’s condition at the time of inspection. Boot-Check VOF strives to detect all defects but cannot guarantee that every (hidden) defect will be found, nor that no defects will arise shortly after the inspection, except those that should reasonably have been detected.

The inspector only examines areas that are reasonably accessible and do not require destructive work or dismantling.

Article 7 – Obligations of Boot-Check

The expert will perform the agreement to the best of his knowledge and ability and in accordance with professional standards, based on the current state of science.

The expert has a best-efforts obligation, not a results obligation.

Article 8 – Provision of Information

The client must ensure that all information necessary for the execution of the agreement is provided in time. If not provided in time, the supplier may suspend the work and charge additional costs. The execution period does not begin until the information is provided. The supplier is not liable for damage resulting from incorrect or incomplete information provided by the client.

Article 9 – The Final Report

The written report is the formally binding document and takes precedence over any verbal explanation given at the end of the inspection.

The expert will carry out the assignment accurately, honestly, and professionally.

The expert will provide the client with a digital final report within 10 working days after completion of the expertise. The report also states the purpose of the expertise. No information will be provided to third parties without explicit consent from the client.

The expert will store the data related to the assignment for one year from the date the final report is provided.

Article 10 – Suspension & Termination

The client may cancel the agreement up to 48 hours before the inspection, subject to reimbursement of costs incurred by the expert. If cancelled within 48 hours, Boot-Check may charge 50% of the fee.

If either party fails to meet its obligations, the other party may suspend its own obligations, insofar as justified by the breach.

If either party fails to meet its obligations, the other party may terminate the agreement, unless the breach is of minor significance.

Article 11 – Commercial Use

Boot-Check may, with explicit consent from the client, use photos and videos taken during the expertise for commercial purposes. The client's identity will always remain unrecognizable.

Paragraph 1 does not apply to the use of photos for general informational or commercial purposes where the client or object is not identifiable.

Article 12 – Force Majeure

If Boot-Check cannot fulfill its obligations due to force majeure, it may terminate the agreement without liability. Force majeure includes: fire, water damage, extreme weather, traffic delays, equipment failure, illness or accident of the expert, or inaccessibility of the vessel.

Article 13 – Liability

Boot-Check cannot be held liable for damage resulting from:

- a. events beyond its control;
- b. acts or omissions of the client or persons engaged by the client.

Boot-Check is not liable for damage resulting from incorrect or incomplete information provided by the client, unless the inaccuracy should reasonably have been known.

Boot-Check accepts no liability if the client insists on work contrary to the expert's advice.

If Boot-Check is liable, liability is limited to the invoice value of the assignment, or the relevant part thereof.

Liability is in any case limited to the amount paid out by its insurer.

These limitations do not apply in cases of intent or gross negligence by Boot-Check or its subordinates.

Ultrasonic measurements provide an indication of material thickness but do not guarantee uniform thickness elsewhere.

Problems beneath paint, filler layers, or laminate can only be detected through destructive testing, which is not included in the standard inspection.

It cannot be ruled out that repairs may later prove necessary.

The condition of keel bolts and keel attachments can only be assessed through destructive testing, not included in the standard inspection.

All liability regarding the above is excluded.

Boot-Check is not liable for damage occurring during execution of the assignment.

The vessel must be adequately insured on the day of inspection.

Boot-Check is not liable for damage caused by third parties during lifting, blocking, or transport.

Fluids of engines, gearboxes, lubrication systems, and generators are checked for levels; their condition is assessed via field tests. The owner is advised to check and top up fluids before and during operation. Boot-Check is not liable for operating errors by the owner.

Any claim against the company expires 6 months after the final report is delivered.

Article 14 – Payment

All payments must be made within 7 days (or the date stated on the invoice), without any right to deduction or set-off.

If payment is not made on time, Boot-Check will send a reminder. If this is not paid on time, statutory interest may be charged from the due date until full payment.

For assignments above €1,000 and foreign inspections, one-third of the invoice must be paid in advance.

Article 15 – Applicable Law & Disputes

Dutch law applies to all agreements between the user and the client.

All reasonable judicial and extrajudicial costs resulting from non-compliance by the client are borne by the client.