

General terms and conditions Van Wijk Jachtexpertise

Article 1: General

1. These general terms and conditions apply to all our offers and orders, unless explicitly and agreed otherwise in writing.
2. In these terms and conditions, "the client" means any person or legal entity who wishes to conclude, conclude or has concluded an agreement with us, as well as his representative (s), authorized representative (s), successor (s) and heir(n).
3. If and insofar as the client uses general terms and conditions, these are explicitly not applicable.
4. We will not provide any information to third parties, unless with the consent of the client.
5. We are free, in consultation with our client, to consult external experts in cases we deem necessary.
6. The client provides us, prior to the execution of the assignment, with all possible information that is required for the correct execution of this assignment.

Article 2: The assignment

1. The assignment is established if we confirm the assignment in an order confirmation to the client, or at the moment that we have actually commenced work.
2. Additional agreements, changes or promises, whether or not made or made after the conclusion of the assignment, only bind us if they have been made by authorized persons and confirmed in writing by us.
3. The assignment is concluded, unless otherwise agreed, with an (oral) advice or report (depending on the nature of the assignment).
4. Any advice or report issued by us may not be used by the client for a purpose other than that for which it was issued.
5. Exceeding the agreed time at which the assignment is carried out will never lead to liability of Van Wijk Jachtexpertise for direct and / or indirect consequences of the non-timely performance.

Article 3: Payment

1. Payment must be made within 10 working days after receipt of the invoice by transfer to bank account NL70ABNA 0843 9832 05, or in cash at the location of the inspection or valuation.
2. If payment has not been made within the agreed period (or within 14 days of being notified by us), the client will be in default by operation of law. In that case we are entitled, from the due date, to charge the statutory interest plus 3% on an annual basis on the amount due to the client.
3. If the client has still not paid after sending the payment reminder and the client cannot invoke force majeure, we have the right to increase the amount due with collection costs. These collection costs include both judicial and extrajudicial costs.
4. We have the right to charge extra costs that arise from changes in the situation or in the assignment, insofar as these cannot be attributed to us. We will inform the client of these cases as soon as possible.
5. Complaints about the invoice must be submitted in writing and thoroughly explained, within 14 days after receipt of the invoice concerned. If this is not the case, these complaints will not be dealt with.
6. If the assignment is cancelled, we are entitled to charge 50% of the amount stated in the order confirmation.
7. We are entitled, upon or after entering into the order, before (further) performance, to demand security from the client that both payment and other obligations will be met.
8. The report of the inspection or valuation will only be sent after the invoice amount has been paid, unless agreed otherwise.

Article 4: Exclusions

1. Unless otherwise agreed, our work is expressly limited to those places and parts of the vessel that are reasonably accessible at the time of the assignment and to all parts and equipment that are present during the inspection. Destructive testing is explicitly not part of our standard work. Excluded from our inspections and liability are, for example:
 - a) the internal condition of the (sandwich) deck, hull, cockpit and superstructure;
 - b) problems in and under the entire paint system;
 - c) the condition of the bilge / ship's hull on the inside at the location of, for example, ballast, keel, solid panels, inner shells, etc.;
 - d) the condition of the interior of tanks, standpipes, rudder trunks, propeller shaft sleeves, skegs, keels, etc.;
 - e) piping and cable work behind fixed panels or parts, inner shells etc.
2. Unless otherwise agreed, any sails are only visually assessed and not checked for cut and / or dimensions.
3. Unless otherwise agreed, the standing and running rigging is only visually assessed by us and not checked for correct dimensioning and strength.
4. Unless otherwise agreed, the standing mast, the rigging and mast are only inspected up to eye level.
5. Unless otherwise agreed, the gas installation will only be assessed for functioning at the time of the inspection.
6. Unless otherwise agreed, the electrical installation will only be assessed for functioning at the time of the inspection. The dimensions of the cabling used, fuses, the type of cabling, the condition of the batteries, etc. are not included in our standard inspections.
7. Unless otherwise agreed, the inspection of the inside of the engine / gearbox etc. falls outside of our inspections. These installations are only assessed globally for their performance at the time of the inspection.

Article 5: Liability

1. All our activities (including inspections, appraisals and construction supervision) are carried out to the best of our knowledge and ability. However, they do not guarantee hidden defects that were not discovered during the inspection. Van Wijk Jachtexpertise is therefore not liable for undiscovered hidden defects. Also budgets etc. do not guarantee that the work can actually be carried out for the budgeted amount.
2. The inspection is a momentary recording. We are therefore not liable for defects, nor for the consequences thereof, which are revealed at a later date.
3. We are not liable for damage caused as a result of incorrect and / or incomplete data provided by the client, seller or broker.
4. We are insured for business liability. Our liability, if any, is limited to the amount paid out by this insurance in the case in question, plus our deductible excess. If this is desired by the client, he can inspect the insurance policy.
5. The client will indemnify us against all claims from third parties for compensation for damages or otherwise, which are directly or indirectly related to the execution of the assignment.
6. Every claim for compensation expires 3 months after the date of submission of the (final) report or advice to the client.

Article 6: Applicable law; disputes

1. Dutch law applies to all agreements.
2. Only a Dutch court of law is authorized to take cognizance of any disputes arising from an assignment granted or from advice or reports drawn up by us.
3. All judicial and extrajudicial costs to be incurred will be borne by the client.