

## GENERAL TERMS AND CONDITIONS GOVERNING THE PROVISION OF SERVICES FOR THE SURVEY OF YACHTS AND THE SUPERVISION OF CONSTRUCTION

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### Article 1. Terms and definitions

Unless otherwise stipulated, the following terms bear the meaning assigned to them for the purposes of these general terms and conditions.

**Service Provider:** the user of these general terms and conditions, hereinafter referred to as the Service Provider.

**Client:** a natural person or legal entity who engages the Service Provider to provide a service.

**Agreement:** an agreement to carry out a full or partial assessment, valuation, building consultancy services, a survey, or to provide any other consultancy services involving pleasure or other craft as set out in a document agreed on by both parties, and any documents which it may declare to be applicable, such as a quotation.

**Work:** the provision of services or advice as referred to above in the broadest sense of the term as set out in a confirmation of contract in the absence of any form of subordinate relationship, employment or contract for the performance of work.

**Building consultancy services:** the provision of assistance and advice for the purposes of building new pleasure craft or refurbishing existing ones, in respect of which an agreement is reached with the Client concerned as to the level at which such services are to be provided.

**Valuation:** the provision of no more than an estimate of the current value of a vessel, explicitly not including a technical and/or structural assessment.

**Survey:** the examination of the technical and/or structural condition of a vessel and its accompanying parts and fittings.

**Loss adjustment:** the determination of the nature, cause and amount of damage suffered by a vessel.

**Partial survey:** the examination of the technical and/or structural condition of those specific parts of a vessel mentioned in the relevant contract.

**Survey agreement:** a contract for professional services by means of which the Service Provider gives a Client an undertaking to carry out a pre-purchase survey in return for consideration of the technical and/or structural condition of a vessel and its accompanying parts and fittings or to conduct a full or partial survey of the technical and/or structural condition of one (1) or more parts and/or fittings of a vessel designated by the parties beforehand, unless the parties explicitly agree otherwise.

**Vessel:** any waterway craft (inland and seagoing) including small craft and ferry boats as well as floating equipment.

**Pleasure vessel:** a vessel which is designed to be used for sports or leisure purposes with a hull whose length is no less than 2.5 metres but does not exceed 24 metres (*Wet Pleziervaartuigen* [Pleasure Craft Act], 23-12-2015).

**Final report:** a written record of the Service Provider's findings based on an examination which he has conducted at a Client's behest.

### Article 2. General

1. These general terms and conditions shall apply in relation to any offer, quotation or agreement entered into by the Service Provider and a Client in respect of which the Service Provider declares that these terms and conditions are applicable in so far as the parties do not explicitly deviate from them in writing. Entering into an agreement with the Service Provider shall entail that the relevant Client is deemed to have consented to the application of these terms and conditions unconditionally.
2. These terms and conditions shall also apply to any agreement entered into with the Service Provider in respect of which the latter is required to engage some other party for the purposes of executing it.
3. In the event that the Service Provider does not always demand strict compliance with these terms and conditions, this shall not mean that these provisions are not applicable or that the Service Provider will forego his right to require strict compliance with the provisions of these terms and conditions in any other circumstances.
4. Any deviation from these general terms and conditions shall only be valid if explicitly agreed to in writing and shall only apply in relation to the specific agreement to which such deviation relates.
5. The application of any procurement or other terms and conditions of a Client is explicitly rejected.

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6. In the event that there is a lack of clarity concerning the interpretation of one (1) or more provisions of these terms and conditions, such interpretation shall occur 'in accordance with the spirit' of these provisions.
7. In the event that a situation involving the parties occurs which is not provided for in these general terms and conditions, the situation shall be assessed in accordance with the spirit of these general terms and conditions.
8. In the event that there is a full or partial conflict between one (1) or more provisions of these terms and conditions, and the law, the remaining terms and conditions shall nevertheless continue to apply in full. With regard to any invalid provision, the parties shall be deemed to have agreed to what the law permits and what most closely approximates the meaning of the provision that has been nullified.

**Article 3. Conclusion of an agreement**

1. An agreement shall consist of these general terms and conditions together with anything else which is agreed to by letter, fax or e-mail.
2. Any offer or quotation presented by the Service Provider shall be free of obligation and revocable, unless a deadline is stipulated in a quotation for its acceptance. Where no deadline is stipulated for acceptance, no right may in any way be derived from the relevant quotation or offer, if the services or product to which that quotation or offer pertains ceases to be available in the meantime.
3. The Service Provider may offer to enter into an agreement for professional services either verbally or in writing. A contract shall only be binding on the Service Provider, once the latter has accepted it and the relevant Client has signed and returned a written confirmation of contract.
4. In the event that a contract is verbally agreed to or the signed confirmation of contract has not yet been returned and received, an agreement shall be deemed to have been concluded subject to these general terms and conditions at such time as the Service Provider starts to execute the contract at the relevant Client's request. In the event that the Client fails to respond to the contents of the confirmation of contract within two (2) working days after his request, it shall be deemed to be accurate and complete, and the Client and Service Provider shall be bound by its contents.
5. The provision by a Client to the Service Provider of any information or materials for the purposes of carrying out the relevant work shall be deemed to constitute a request referred to in Clause 4.
6. Furthermore, all quotations and offers shall be based on information provided by the Client concerned. In the event that a quotation or offer (whether accepted or not) can be shown to be incomplete, the relevant Client may not derive any rights from it. The Service Provider may not be held to his quotation or offer, if a Client can reasonably be expected to understand that it or any part of it contains an apparent mistake or printing error.
7. Unless otherwise stipulated any prices listed in a quotation or offer shall be stated exclusive of VAT, any other government levy, and any costs to be incurred for the purposes of the relevant agreement, which is deemed to include those incurred for the purposes of travel, accommodation, shipping or administration.
8. In the event that a notice of acceptance differs (in relation to minor points or otherwise) from what is offered in the form of a quotation or offer, the Service Provider shall not be bound by it. In this case an agreement shall not be concluded in accordance with such different notice of acceptance, unless the Service Provider stipulates otherwise.
9. A compound quotation shall not impose an obligation on the Service Provider to carry out part of the relevant contract in return for payment of the corresponding part of the fee quoted. An offer or quotation shall not automatically apply to any future order.
10. Any document, drawing, technical description, design or calculation constituting part of an offer which has been produced by the Service Provider or at his behest, shall remain his property. It may not be handed or shown to any other party without his consent. Neither may it be copied or replicated in some other manner without his consent. In the event that the Service Provider is not engaged, any such item must be sent to him free of charge within fourteen (14) days after he requests same.
11. In the event that a Client does not accept an offer, the Service Provider shall be entitled to charge him for the costs involved in preparing the relevant quotation, provided that he notifies

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the Client in writing immediately when or after the latter requests an offer of the existence of this duty and the amount of the costs involved.

**Article 4. Execution of an agreement**

1. The Service Provider provides advice in written form.
2. The Service Provider shall be required to exercise due care when performing the work (or causing this to be done) for which he is engaged. The Service Provider shall provide all of his services based on a duty of care.
3. If and in so far as this is required to ensure that an agreement is properly executed, the Service Provider shall be entitled to cause work to be carried out by assistants and other parties, such as experts. The provisions of Sections 404, 407(2) and 409 of the Civil Code, Vol. 7, shall not apply. The Service Provider shall exercise due care as required when engaging any other party. The relevant Client shall be liable for the costs involved in such engagement.
4. The Service Provider can never be held liable for any loss which is due to any non-compliance occasioned by some other party.
5. A Client shall ensure the timely supply to the Service Provider of any information which the latter indicates is required or which the Client reasonably ought to understand is required. In the event that the information required for the purposes of executing an agreement is not supplied to the Service Provider on time, the latter shall be entitled to suspend the execution of the agreement in question and/or to charge the relevant Client for any additional costs arising pursuant to the delay in accordance with his rates applicable at the time. The relevant period of execution shall not commence until the relevant Client provides the Service Provider with the information concerned. The Service Provider shall not be liable for loss of any nature whatsoever which may occur, because he acted on the basis of inaccurate and/or incomplete information provided by a Client.
6. In the event that a Client fails to ensure proper compliance with his obligations towards the Service Provider, the Client shall be liable for any loss which the Service Provider may directly or indirectly suffer.
7. When carrying out his work the Service Provider shall be required to abide by the rules and/or regulations which generally apply in relation to professional practitioners such as himself at the time when the relevant contract for professional services is concluded, or at any rate in so far as is not explicitly or implicitly agreed otherwise.

**Article 5. Special conditions governing surveys**

1. The Service Provider shall present a Client with an interim report whenever he deems it necessary to do so or, if the parties have agreed to this.
2. Unless otherwise agreed, by no later than within ten (10) working days after completing his survey the Service Provider shall present the relevant Client with a written account of his findings in the form of a final report. The Service Provider's report shall also mention the purpose of the survey.
3. The Service Provider shall not supply information to any other party except with the explicit consent of the Client concerned.
4. The Service Provider's work shall be completed when he submits his final report.
5. The Service Provider shall carry out a survey in line with the purpose (an inspection of the vessel's condition, a partial examination, a valuation and so forth) stipulated by the relevant Client. The findings of a survey shall not be suitable for any purpose other than that for which that survey has been conducted.
6. An inspection is a 'snapshot': its findings shall be set out in a report. Such an inspection shall take the form of an external, non-destructive, visual examination of the relevant parts that can be safely accessed in normal circumstances and the establishment of the existence of any visible deficiencies. Only those visible defects or deficiencies which are observed shall be cited in a report. The Service Provider undertakes to conduct such an inspection as carefully as possible but can naturally not warrant that the vessel will also remain in the condition it was at the time of the inspection after that 'snapshot'.
7. The Service Provider shall keep a record in a manner that he shall determine of any information which is relevant to the contract concerned and which in his opinion apparently serves its interests, for a period of one (1) year after the date on which the final report is presented to the Client in question.

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8. Unless otherwise agreed a survey (for pre-purchase purposes or otherwise) shall confine itself to those places and parts of a vessel which are reasonably accessible and to all of its parts and fittings that are present during the survey.
9. If required an inspection for the purposes of a survey may be extended to include a destructive examination and/or a trial run in return for an additional fee.
10. In the event that a Client deems the engagement of an expert to be unnecessary for the purposes of a specific part of a survey, this shall be stated in the relevant report and recommendations for a further inspection shall be included in it. For this part the Service Provider can never be held liable.
11. A valuation shall be confined to the current value at the time of the relevant inspection and shall explicitly not include a technical assessment.

### **Article 6. Special conditions governing loss adjustment**

1. An engagement to carry out a loss adjustment inspection may be extended to include determining the:
  - damage sustained by a vessel designated by a Client;
  - cause or causes of such damage in so far as it or they can be traced;
  - amount of the loss together with the other party or the latter's authorised representative.
2. Engaging the Service Provider to perform loss adjustment shall be deemed to entail that the relevant Client authorises the Service Provider to determine the amount of the loss together with the other party in so far as such engagement applies in this respect.

### **Article 7. Client's rights and duties**

1. A Client shall ensure the timely provision to the Service Provider of any information which is required to ensure that the relevant contract is properly executed.
2. A Client shall ensure that the relevant vessel is ready for loss adjustment, inspection and/or a trial run at his own expense.
3. A Client shall be required to ensure that the relevant contract can be executed in the conditions which may reasonably be expected based on its nature.
4. Where a Client is not the owner of the relevant vessel (a pleasure vessel or otherwise), he shall ensure that the approval is obtained for a survey from the person competent to grant same.
5. A Client shall have a duty to insure a vessel which is to be inspected against all of the risks which a Dutch *Beurascapopolis* [bourse hull policy] or a similar policy seeks to cover. The duty referred to in this clause shall only apply where a Client is also the owner at the time when the contract is concluded.
6. A Client shall be liable to compensate the Service Provider for any loss caused due to culpable default on his part and/or anyone for whom he is responsible.

### **Article 8. Special conditions governing nautical building consultancy services**

1. A contract shall cover all that a Client and the Service Provider have agreed to.
2. The Service Provider shall carry out his work on site or in his own office, this to be determined at his discretion.
3. The Service Provider shall not be responsible for the work carried out on a vessel by the relevant shipyard and/or builder. The services provided by the Service Provider shall explicitly not include the overall management of the project concerned along with the responsibility this entails, non limitative summary such as planning, managing staff, procurement and so forth.
4. The Service Provider shall only play a monitoring and advisory role as part of an overall project and shall report to the Client concerned.
5. Before a contract is concluded the parties shall consult each other about the following in so far as it is possible and relevant to do so at the time:
  - the nature and scope of the work to be carried out by the Service Provider and the level of his building consultancy services;
  - the provision of information by or on behalf of the relevant Client to the Service Provider and, where information is supplied by the Client, the type of information involved and the time when it is to be provided;
  - the timetable in accordance with which the Service Provider will execute the contract (or parts of it);

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- any stages in which the contract is to be executed;
- the possibility of the Service Provider acting as the Client's authorised representative, the period during which this is to occur, and the scope of his representative powers;
- the manner in which quality control may need to be regulated in greater detail;
- the approximate amount of any operational costs which may be involved in the work carried out on the relevant vessel;
- the manner in which and, if necessary, the frequency with which consultations and the exchange of information between the Client and the Service Provider and between the latter and any other service providers or contractors is to occur;
- the type and number of any documents which may be supplied to the Client or any other party, and the conditions subject to which this is to occur.

### **Article 9. Fees**

1. A Client shall have a duty to pay the Service Provider the agreed fee. Such fee and any cost estimates shall be stated in euros exclusive of VAT and any other government levies.
2. Should the Service Provider deem it to be advisable to do so, he shall be entitled to ask a Client to provide a reasonable advance on the fee for the work that is still to be performed. The Service Provider shall be entitled to delay commencement of his work until such advance is paid or adequate security is tendered for same.
3. The Service Provider's fee shall be determined on the basis of an hourly rate or in the form of a fixed sum for a specific contract, or a financial or calendar year. This fee shall in no way depend on the outcome of the relevant contract that has been awarded.
4. In the event that a Client requests this, before commencing his work the Service Provider shall provide a statement of the estimated costs involved in the work that he and/or any other party will be carrying out.
5. In the event that a Client and the Service Provider do not agree on a fixed sum for a specific contract, or a calendar or financial year, the fee shall be determined on the basis of an hourly rate and all of the time spent by the Service Provider.
6. The Service Provider shall at all times be entitled to raise his fee and the Client concerned shall not be entitled to cancel the relevant agreement for this reason in such a case, if the increase in the fee is due to any power or obligation applicable pursuant to the law or regulations, or if it is occasioned by a rise in labour costs, for example, or is based on any other grounds which could not reasonably be foreseen when the agreement was concluded.
7. Furthermore, the Service Provider may increase his fee if it appears while he is performing his work, that the amount of anticipated work involved had been so incorrectly estimated when the relevant agreement was concluded that the Service Provider cannot reasonably be expected to carry out the agreed work for the fee which had originally been agreed on. In the event that the increase referred to in this and the foregoing clause exceeds 10%, the Client concerned shall be entitled to cancel the relevant agreement with immediate effect. If an increase occurs during the first three (3) months after an agreement is concluded, the Client concerned may cancel that agreement irrespective of the proportion of such increase.
8. A Client shall be required to pay any reasonable expenses incurred by the Service Provider for the purposes of executing the contract concerned.
9. The Service Provider's fee plus any claims for expenses or what is owed to any other party who has been engaged, including any valued added tax that is payable, shall be charged to the relevant Client each month or upon completion of the work.

### **Article 10. Payment**

1. Payment shall always be effected in the manner stipulated by the Service Provider within fourteen (14) days of the relevant invoice date.
2. In the event that a Client fails to effect full and/or timely payment of an invoice, he shall be in default by operation of the law. In this case the Client shall be liable for interest at the rate of 1% per month or part of a month, unless the legally stipulated interest rate exceeds this, in which case the latter shall be payable. The interest payable on the amount due shall be calculated as of the time that the Client is in default until such time as the entire amount that is owed is paid in full.



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3. Under no circumstances shall a Client be entitled to set off what he owes the Service Provider. Any objection to the amount stipulated in an invoice shall not discharge him from his duty to effect payment. Neither shall a Client who may not rely on Part 6.5.3 (Sections 231 to 247 of the Civil Code, Vol. 6) be entitled to suspend payment of an invoice for any other reason.
4. In the event that a Client fails to comply or is in default of compliance with his obligations (temporarily or otherwise), he shall be liable for all reasonable costs incurred for the purposes of securing payment by extrajudicial means. Such extrajudicial expenses shall be calculated on the basis of what is customary in the Dutch debt collection sector, which is currently the method of calculation based on “*de Wet Normering buitengerechtigde kosten*”. Nevertheless, in the event that the Service Provider incurs more expenses for collection purposes and it was reasonably necessary for him to do so, the costs he actually incurs shall qualify for the purposes of compensation. Any costs incurred for the purposes of judicial intervention and execution may also be recovered from the Client concerned. The Client shall also be liable for interest on any debt collection costs which are payable.
5. The Service Provider shall be entitled to use any payments made by a Client to reduce any expenses first, then to cover any interest that has fallen due, and finally to pay the principal sum and any current interest. The Service Provider may decline an offer to effect payment without defaulting as a result, if a Client designates a different order for the allocation of payment. The Service Provider may decline full repayment of the principal sum in the event that any interest which has fallen due or is current, and any debt collection fees are not paid simultaneously.

**Article 11. Suspension and termination**

1. A contract for professional services shall be entered into for a definite term, unless the nature of the engagement entails that it has been concluded for an indefinite term.
2. Subject to the provisions of Article 7 a Client and the Service Provider shall at all times be entitled to cancel a contract for professional services by giving notice to this effect. No judicial intervention shall be required for this purpose. Such notice of cancellation must be effected by means of a registered letter subject to a term of notice of three (3) months. Where an agreement for professional services has not yet been in effect for six (6) months, the term of notice shall amount to one (1) month.
3. An agreement for professional services for a definite term may not be cancelled, unless there are pressing circumstances as a result of which a Client or the Service Provider can no longer reasonably be expected to allow it to remain in effect any longer. The other party must be notified to this effect in writing along with reasons. This shall be subject to the relevant Client's duty to pay the agreed fee in full.
4. A Client and the Service Provider shall at all times have the power to cancel an agreement for professional services with immediate effect in the event that either:
  - goes bankrupt or an application for his bankruptcy is filed;
  - is granted a moratorium on payments or an application is filed for same;
  - ceases to conduct his business.
5. The Service Provider shall have the power to suspend compliance with his obligations or to cancel the relevant agreement in the event that:
  - the Client concerned fails to comply with his obligations pursuant to that agreement or to do so in full or on time;
  - the Service Provider becomes aware of circumstances after the agreement has been concluded which gives him good grounds to fear that the Client concerned will not fulfil his duties;
  - the relevant Client was asked to tender security when the agreement was concluded to secure compliance with his financial obligations pursuant to it but such security has not been forthcoming or is inadequate;
  - the user can no longer be expected to comply with the agreement in accordance with the terms and conditions to which he originally agreed owing to a delay on the part of the Client.
6. The Service Provider shall also have the power to suspend the issue of documents or other items to a Client or some other party until such time as all amounts payable by that Client are paid in full.
7. In the event that the progress of the work or any supply is delayed due to any failure or *force majeure* on the part of a Client, the Service Provider may charge him for the full amount that

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- has been agreed on, which is deemed to include any expenses that have already been incurred for the purposes of the materials earmarked for the contract concerned subject to his right to seek compensation for any additional costs, loss and interest.
8. In the event that an agreement is terminated, any claim which the Service Provider has against the relevant Client shall fall due immediately. Where the Service Provider suspends compliance with his obligations, he shall retain his entitlements pursuant to the law and the agreement concerned.
  9. In any of the aforementioned cases the Service Provider shall retain entitlement to compensation for his expenses, interest and any loss.

**Article 12. Liability**

1. The Service Provider shall carry out his work to the best of his ability and, when doing so, shall exercise the level of care that may be expected of him. In the event that an error occurs due to the fact that the relevant Client has failed to provide the Service Provider with correct and complete information, the latter shall not be liable for any loss which occurs as a result.
2. The application and use of findings of studies conducted by the Service Provider and any advice which he provides, depend on many factors which are beyond the Service Provider's control. Although the Service Provider shall execute a contract to the best of his understanding and ability, and in accordance with the requirements of proper professional standards, he will therefore not be able to provide any warranty with regard to the findings or outcome of any study which he conducts or advice that he provides respectively.
3. Any statement made by the Service Provider in connection with expected useful life, or the time when repairs will be carried out or the costs involved shall be estimates. No rights may be derived from them.
4. The Service Provider shall only be liable for any damage inflicted on a vessel, if this is a direct consequence of any failure for which he is culpable.
5. The Service Provider shall at any rate not be liable in the case of:
  - an incorrect cost forecast, quotation and/or valuation in view of the fact that they are estimates;
  - any report or advice which is based on incorrect information sourced from the relevant Client or any other party engaged by the latter;
  - an apparent misprint in any advice and/or report.
6. Any liability on the part of the Service Provider shall be confined to twice the fee which he has received for his work pursuant to the contract concerned, subject to a maximum of EUR 15,000.00. In the case of any contract which has a term in excess of six (6) months, his liability shall be further confined to no more than twice the amount claimed in the preceding six (6) months.
7. Any liability on the part of the Service Provider shall be confined to the amount which is paid out in the relevant case pursuant to his professional liability insurance plus any excess.
8. The aforementioned limitations shall not apply in the event of any loss which is due to a wilful act or omission, or gross negligence on the part of any of the Service Provider's supervisors.
9. The Service Provider may set off his duty to provide compensation for any loss against any unpaid invoice and any interest and expenses arising pursuant to it. The Service Provider shall not be liable in relation to any person who is engaged on a Client's instructions.
10. The Service Provider shall only be liable for direct loss. The Service Provider shall not be liable for any direct, indirect and/or consequential loss (which includes but is not confined to mooring fees, spoilt holidays, loss of earnings, business stagnation costs, a loss of customers due to any delay, amongst other things, a loss of information, failure to meet a delivery deadline and/or any defects discovered) other than any financial loss directly suffered by the Client concerned.
11. In so far as a Client and the Service Provider agree – as part of the relevant agreement for professional services – on a deadline by when the relevant work must be performed or while a contract is being executed, such deadline shall be indicative, unless explicitly agreed otherwise in writing as in the case of an agreement for professional services for a definite term. Under no circumstances shall failure to meet a deadline constitute a failure on the part of the Service Provider to comply with these duties thereby entitling the relevant Client to seek compensation and/or the termination of the relevant agreement.
12. In the event of a failure to meet a deadline the relevant Client shall therefore be required to notify the Service Provider in writing that he is in default. In this respect the Service Provider

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- must be afforded a reasonable period of time within which to comply with the agreement concerned.
13. Within two (2) months after a Client discovers or may reasonably have been expected to discover an error in the execution of a contract and any risk of loss which may have arisen as a result, he shall have a duty to notify the Service Provider of this in writing.
  14. In the event that the notification referred to in the foregoing clause occurs late or not at all, the Service Provider shall not in any way have a duty towards the relevant Client to remedy any harm that has been caused in a manner that is appropriate and corresponds to the substance of the contract and nature of the work in question.
  15. A Client shall indemnify the Service Provider against any claim alleged and made against the latter by any other party for compensation for loss suffered, costs incurred, loss of earnings or any other disbursements which in any way relate to and/or arise pursuant to the Service Provider's execution of the relevant contract.
  16. The Service Provider shall not be liable for any loss which is due to the unlawful use of a survey report.
  17. Any claim against the Service Provider shall lapse one (1) year after the date on which the relevant report is submitted to the client concerned.
  18. Where a Client is a consumer, the provisions of this article shall apply *mutatis mutandis*, unless they may be held to be unreasonably onerous or otherwise contravene consumer or other law.

### Article 13. Force majeure

1. The Service Provider shall not be required to fulfil any duty towards a Client, if he is prevented from doing so as a result of any circumstance which cannot be attributed to culpability, nor for which he is liable under the law, pursuant to a legal act or in accordance with generally accepted principles.
2. For the purposes of these general terms and conditions and over and above what is stipulated in this respect in case and other law, *force majeure* is deemed to refer to any external cause, be it foreseen or not, which is beyond the Service Provider's control but as a result of which the Service Provider is unable to comply with his obligations. This is deemed to include industrial strikes in the Service Provider's business and sickness affecting any person appointed to execute the relevant contract. The Service Provider shall also be entitled to invoke *force majeure* if the circumstances which prevent compliance (or further compliance) with the relevant agreement occur after the Service Provider was required to fulfil his obligations.
3. The Service Provider may suspend his obligations pursuant to the relevant agreement throughout any period during which *force majeure* persists. In the event that this period lasts for more than two (2) months, either party shall be entitled to cancel the agreement in question without having a duty to compensate the other party for any loss.
4. In so far as the Service Provider has partly complied with his obligations pursuant to an agreement or will be able to do so when *force majeure* occurs, and the part that has been or will be complied with represents value in its own right, the Service Provider shall be entitled to issue a separate invoice for that part. The Client concerned shall be required to pay that invoice as though a separate agreement exists.

### Article 14. Complaints

1. A Client shall be required to report any complaint concerning work performed to the Service Provider within thirty (30) days after discovering a defect but by no later than sixty (60) days after the relevant work has been completed. Such notice of default must contain as detailed a description of the defect as possible, so as to ensure that the Service Provider is able to respond appropriately.
2. In the event that there are grounds for a complaint, the Service Provider shall carry out the agreed work, unless it has since become demonstrably pointless to do so due to the relevant Client. The latter shall be required to give notice of this in writing.
3. In the event that it is impossible or pointless to carry out the work, the Service Provider shall only be liable within the confines stipulated in Article 12.

### Article 15. Non-disclosure

1. The Service Provider shall be required to refrain from disclosing any confidential information which he obtains from a Client to any other party, unless any provision of the law, regulation or



## **GENERAL TERMS AND CONDITIONS GOVERNING THE PROVISION OF SERVICES FOR THE SURVEY OF YACHTS AND THE SUPERVISION OF CONSTRUCTION**

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- other rule imposes a duty on him to do so. A client may exempt him in this respect. Information shall be deemed to be confidential, if either party announces that it is or if this is the case by virtue of the nature of that information.
2. Except with the relevant Client's consent, the Service Provider shall not be entitled to use any confidential information which that Client has provided to him for any purpose other than that for which it has been obtained. Nevertheless, an exception shall be made in this respect in the event that the Service Provider acts on his own behalf in any disciplinary, civil or criminal proceedings for the purposes of which such information could be relevant.
  3. A Client shall not disclose the contents of any report, advice or other written statement made by the Service Provider to some other party, unless any provision of the law, regulation or other rule imposes a duty on him to disclose it or if the Service Provider consents to this beforehand.

### **Article 16. Retention of ownership**

Any item produced or supplied by the Service Provider pursuant to an agreement shall remain the latter's property, until the relevant Client pays all of the amounts which he owes.

### **Article 17. Intellectual property**

1. The Service Provider shall retain all intellectual property rights to any products which he uses or has used for the purposes of executing an agreement.
2. Any account, report, e-mail message or findings concerning a contract executed for a Client set out in some other written form by the Service Provider may only be used by that Client and shall therefore not be transferable. Subject to any exception stipulated in or pursuant to the *Auteurswet* [Copyright Act] 1912 no part of any findings which the Service Provider sets out in writing for a Client may be replicated or publicly disclosed in any manner or form, be it electronic, mechanical, as a photocopy, photograph or in any other way without the Service Provider's prior written consent.
3. A Client shall not be permitted to place such products at the disposal of any other party other than to obtain an expert opinion of the Service Provider's work.
4. The Service Provider shall be entitled to take any information which he acquires pursuant to the execution of an agreement and to use it for any other purpose to the extent that this will not disclose any of a Client's confidential information to some other party.

### **Article 18. Governing law**

1. Any agreement which a Client and the Service Provider enter into with each other shall be solely governed by and construed in accordance with the law of the Netherlands.
2. Any dispute arising in relation or pursuant to the interpretation of and/or compliance with an agreement for professional services shall be adjudicated by a district court which is competent to do so under the law, with the exception of any dispute which a sub-district court enjoys sole jurisdiction to hear.

### **Article 19. Location and amendment of terms and conditions**

1. These terms and conditions have been lodged with the Leeuwarden Chamber of Commerce as Number 01111468, and we shall send them to you on request free of charge.
2. In all cases the version which shall apply is the last that has been lodged or the one which was applicable when the relevant legal relationship with the Service Provider came into effect.
3. The Dutch version of these general terms and conditions shall always prevail for the purposes of interpreting them.