

GENERAL TERMS & CONDITIONS - MARINE SURVEY COMPANY J.D. WIETSMA

These are the general terms and conditions of Marine Survey Company J.D. Wietsma ("JDjachtexpertise"). The address of JDjachtexpertise is Koningin Emmastraat 17, 4205 BK Gorinchem, with the Chamber of Commerce number 70782237.

If you have any questions about these conditions, please contact us at jandouwe@jdjachtexpertise.nl, 0618448889 or by post: Nautisch Expertisebureau J.D. Wietsma, Koningin Emmastraat 17, 4205 BK Gorinchem.

We have the right to change these general terms and conditions. You agree that the latest version of these terms and conditions will always apply to the assignment. Agreements that deviate from these general terms and conditions are only valid if they are recorded in writing.

Article 1 - Provision of services

Our services consist of purchase inspections and partial inspections of used recreational craft, valuations, advice and guidance and sailing instruction.

Article 2 - Application of General Conditions

These general terms and conditions apply to every offer, quotation and assignment between JDjachtexpertise and you (the "Customer"). We will send you these general terms and conditions free of charge upon request. The general terms and conditions are also available at www.JDjachtexpertise.nl.

Article 3 - Realisation of the commission

The commission comes about when the commissioning party shows that it agrees with the commission.

Article 4 - Quotations and offers

All offers and quotations made by JDjachtexpertise are without obligation, unless otherwise agreed. An offer in a quotation only applies to the specific underlying assignment (and not to any future assignments).

If the Customer provides information to JDjachtexpertise, JDjachtexpertise may assume that this information is correct and will base its offer on this information.

Article 5 - Price

JDjachtexpertise may increase the price for the services in the interim if unforeseen and cost-price-increasing circumstances occur after the creation of the assignment.

If JDjachtexpertise is forced to increase the price due to the circumstances mentioned in the previous article, the Customer has the right to cancel the order. Already incurred costs or hours

will be charged. In such cases, the client is not entitled to compensation or damages.

The price does not include any expenses of JDjachtexpertise.

Article 6 - Payment and collection costs

The client must always pay within fourteen days of the invoice date.

If the Client fails to pay the invoice on time, he will be in default by operation of law. The client will then owe the statutory interest (if he is a consumer) or the statutory commercial interest (if he is a business). The interest on the amount due and payable will be calculated from the moment that the Client is in default until the moment of payment of the full amount due.

The full claim of JDjachtexpertise on Customer is immediately due and payable as:

- Client exceeds a payment term;
- Client has been declared bankrupt or is in suspension of payment;
- The client (company) is dissolved or liquidated;
- Client (natural person) is placed under guardianship or dies.

If the client does not pay on time, he is immediately in default. He then owes all extrajudicial collection costs to JDjachtexpertise. For an invoice amount up to €267 these costs will be €40. If the invoice amount is higher, the maximum collection costs are as follows:

- 15% over the first €2500;
- 10% over the remaining part, up to €5000;
- 5% over the part that remains thereafter, up to €10,000;
- 1% over the part that remains thereafter, up to €200,000;
- 0.5% on the remaining part.

Article 7 - Contract duration

JDjachtexpertise and Customer enter into the assignment for an indefinite period of time, unless Parties agree otherwise.

The agreement can be terminated by either party at any time without notice.

The parties may terminate the agreement at any time by mutual agreement.

Article 8 - Implementation period

If Customer owes an advance payment or has to provide information or materials, the period within which JDjachtexpertise has to complete the work only starts when the payment, information or materials have been received by JDjachtexpertise. If a term has been agreed or specified for the execution of the assignment, this is never a deadline. If a term is exceeded, Customer must first give JDjachtexpertise notice of default in writing. Customer cannot dissolve the order by exceeding the term of JDjachtexpertise. This does not apply if the execution is permanently impossible or if JDjachtexpertise also does not execute the order within a period communicated again in writing by JDjachtexpertise.

Article 9 - Third parties

JDjachtexpertise may (partly) have work performed by third parties. Sections 7:404 BW (execution by certain person), 7:407(2) (joint and several liability) and 7:409 BW (death of certain person) are not applicable.

Article 10 - Execution of the assignment

JDjachtexpertise will carry out the assignment to the best of its knowledge and ability and according to the requirements of good workmanship.

JDjachtexpertise may execute the order in several stages and invoice the executed parts separately.

If JDjachtexpertise carries out the assignment in stages, it can suspend the execution of the parts of a subsequent stage until Customer has approved the results of the previous stage in writing.

Customer shall ensure that it provides JDjachtexpertise in a timely manner with all information or materials that are necessary for JDjachtexpertise to carry out the assignment.

If Customer does not provide the necessary information or materials on time, JDjachtexpertise may suspend the execution of the order and invoice the extra costs resulting from the delay.

JDjachtexpertise is not liable for damage that arises

because JDjachtexpertise has assumed incorrect or incomplete information provided by Customer.

Article 11 - Modification of the commission

If during the commission it appears that for a proper execution it is necessary to change or supplement the content of the commission, parties will do so in mutual consultation.

JDjachtexpertise can increase or decrease the agreed price. JDjachtexpertise will (if possible) give a price indication in advance. A change in the commission may also change the specified period of execution. The client accepts the possibility of changing the order, price and execution period. JDjachtexpertise may refuse a request to change the assignment of Customer, if this may have qualitative or quantitative consequences for the activities.

Article 12 - Suspension, dissolution

JDjachtexpertise may suspend the assignment if he is temporarily unable to fulfil his obligations due to circumstances beyond his control or of which he was not aware.

If performance is permanently impossible, the parties may dissolve the order for the part that has not yet been performed.

JDjachtexpertise may suspend or dissolve performance of the assignment if Customer does not fulfil its obligations, does not fully fulfil them or does not fulfil them on time. Customer must then pay or compensate JDjachtexpertise for damages.

Article 13 - Early termination

If JDjachtexpertise prematurely terminates the assignment, JDjachtexpertise will ensure the transfer of the work still to be performed to third parties, unless the termination is attributable to Customer. If the transfer of the activities entails extra costs for JDjachtexpertise, the costs are for the account of Client.

JDjachtexpertise may cancel the order immediately (and is not obliged to pay any compensation or indemnification) in any of the following cases:

Client exceeds a payment term;

Client is bankrupt or in suspension of payment;

The client (company) is dissolved or liquidated;

Client (natural person) is placed under guardianship or dies;

There is another circumstance which means that the Client can no longer freely dispose of its assets.

Article 14 - Force majeure

JDjachtexpertise does not have to fulfil its obligations in case of force majeure.

JDjachtexpertise can suspend the obligations arising from the assignment during the period that the force majeure continues. If this period exceeds 14 days, both parties may dissolve the contract without being liable to pay compensation.

If JDjachtexpertise has partially fulfilled its obligations and if the fulfilled part has independent value, JDjachtexpertise may invoice the fulfilled part.

Article 15 - Reservation of title

Everything that JDjachtexpertise delivers remains the property of JDjachtexpertise until Customer has fully complied with all its obligations.

Customer must do everything it can reasonably do to secure the property of JDjachtexpertise.

If JDjachtexpertise wishes to exercise its property rights, Customer unconditionally and irrevocably authorizes JDjachtexpertise to enter all places where the properties are located, so that JDjachtexpertise can take them back.

Article 16 - Guarantees

JDjachtexpertise guarantees that what it delivers meets the usual requirements and standards that can be set at the time of delivery.

This guarantee does not apply if the Client misuses the delivered goods.

This guarantee does not apply if a defect arises due to circumstances beyond JDjachtexpertise's control.

Article 17 - Complaints

The client must report any complaints in writing within one month.

If the Client submits a complaint on time, this does not suspend his payment obligation.

If the Client reports a complaint later, he is no longer entitled to repair, replacement or compensation.

If it is established that an item is defective and this is reported on time, JDjachtexpertise will replace, repair or compensate the defective item by Customer within a reasonable period after written notification of the defect.

If it is established that a complaint is unfounded, the costs of JDjachtexpertise that have arisen as a result (such as investigation costs) will be entirely for the account of Client.

Article 18 - Liability

JDjachtexpertise is only liable for direct damage of Customer, which is directly and exclusively the result of a shortcoming of JDjachtexpertise.

JDjachtexpertise is not liable for damage that has arisen because it has relied on incorrect or incomplete information provided by Customer.

The liability of JDjachtexpertise is always limited to the invoice value with a maximum of €2000,00.

The liability of JDjachtexpertise is in any case limited to the amount paid out by its insurer in that case.

The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of JDjachtexpertise.

Article 19 - Limitation period

The limitation period for all claims and defences against JDjachtexpertise is one year.

Article 20 - Safeguarding

Customer indemnifies JDjachtexpertise against any claims of third parties who suffer damage as a result of the execution of the order and whose cause is not attributable to JDjachtexpertise.

If third parties call JDjachtexpertise to account, Customer will assist him both extrajudicially and in court and will do everything that may be expected of it in that case.

If Customer does not take any measures, JDjachtexpertise may do so itself. All costs and damages that arise as a result for JDjachtexpertise are entirely for the account and risk of Client.

Article 21 - Intellectual property

JDjachtexpertise retains all rights to plans, documents, images, drawings, software, creations and related information made by it. This shall also apply where charges have been made for this or where improvements have been made subsequently.

Customer may not copy the items referred to in the previous paragraph (if this is not for internal use by Customer), show them to third parties or make them available for a purpose other than that for which they were provided by JDjachtexpertise.

Article 22 - Confidentiality

Unless there is a legal or professional obligation to disclose, JDjachtexpertise will keep all information of Customer confidential towards third parties. JDjachtexpertise will not use the information provided by Customer for any purpose other than that for which it was obtained, except if



JDjachtexpertise occurs in a procedure in which these documents may be relevant.

Customer shall not disclose the contents of agreements, order confirmations, quotations, reports, advice or other expressions of JDjachtexpertise, whether or not in writing, and shall ensure that third parties do not see the contents thereof.

Article 23 - Invalidity

If any part of these terms and conditions is void or voidable, that shall not affect the validity of the remainder of the Agreement. The void or annulled part shall be replaced by a provision which, as far as possible, follows the content of the invalid provision.

Article 24 - Contradiction clause

In the event that these general terms and conditions and the agreement contain conflicting conditions, the conditions included in the agreement shall apply.

Article 25 - Applicable law

Dutch law.

Article 26 - Competent court

Court of Midden-Nederland.

