

## General conditions

### 1. Definitions:

Surveyor of BYSC surveyor: the person delegated by BYSC who performs the inspection service of the relevant assignment and who prepares the report.

BYSC: 'Belgian Yacht Survey and Consult', the company that supplies the Surveyor and Consultant.

Customer: the person or organization that has made the order..

Inspection, survey: all activities carried out by the surveyor and that are necessary to get a picture of the condition of the ship of the contract.

Full inspection means a thorough inspection of all the major parts of the yacht with the restrictions listed below in point 4, the delimitation of the contract. This inspection is carried out visually and where necessary with measurements. Each of the components will contain observations, comments and recommendations regarding the condition of those components. Finally, an estimate of the ship's value is also made. All this is bundled in a comprehensive report made available to the customer, together with (if desired) a verbal discussion of the report with possible suggestions. Maximum duration of the inspection itself is 3 days (3x8h).

Partial inspection (parts): ditto previous but only certain agreed parts, e.g. for example only osmosis research, rigging, ...

Limited inspection (Quick scan): ditto full inspection of all major parts but less thorough, with the restrictions listed below in point 4, the limitation of the contract. After this a full or partial inspection can eventually follow. Maximum duration is 1 day (8h) inspection. It can be agreed in advance which parts need special attention, if not the surveyor chooses himself. Thickness measurements (steel ships) or moisture measurements (polyester vessels) are only done sporadically here in 'suspicious places', a full examination of moisture or thickness is only done in the 'Full Survey', or if agreed in or in combination with a partial inspection.

Report or inspection report: the full report of the Surveyor's findings. This includes description of the ship and the observations made at the inspection as well as the possible comments and recommendations of the Surveyor. Finally, the a general conclusion is formulated as well as an estimate of the value. The report is delivered in PDF format, but can be delivered on paper if desired at no cost.

Non-destructive method : the examination of elements without causing damage to the item to be examined. Subject to the owner's permission, paint or antifouling layers can be removed locally to obtain the best possible result in measurements. This is especially the case with moisture research in GRP boats, as well as for steel thickness measurements. Measuring the paint is not a good method and usually gives wrong results.

## 2. Validity:

These terms are valid for all our offers and orders and are a full part of them, except where explicitly stated and agreed in writing.

Any terms and conditions of the customer do not apply here

## 3. The inspection :

a. Before : offers are free and valid for 30 days

b. Start: the order shall take effect as soon as the customer's order (written or by e-mail) is accepted and confirmed by BYSC by e-mail and the payment conditions are met.

BYSC can unilaterally cancel an order, in this case the customer will be fully refunded the deposits already made to BYSC. However, the customer cannot claim compensation in this case.

The customer can also unilaterally cancel the contract up to 5 working days before the scheduled start, whereby the customer only has to reimburse the costs already incurred (movements and working hours) to BYSC. Working hours are calculated from departure in Nieuwpoort and until arrival in Nieuwpoort. In addition, if the customer cancels within the 5 working days of the planned contract, BYSC is entitled to charge 50% of the agreed fee.

c. During : changes to the offer and its costs and conditions must be confirmed in writing by customer and BYSC.

d. End : the contract is terminated when a written report has been submitted to the customer or if canceled by either party by letter or mail.

e. After: if the agreed time limit is exceeded or the required time for inspection is extended for technical reasons or by force majeure, the customer will be informed of this instantly. However, BYSC can never be held liable for the consequences of this postponement.

## 4. Limits of the contract:

1. During the inspection, facts shall be collected which lead to the formulation of an opinion on the state of the ship or its components. Not everything can be inspected to the smallest detail, therefore the surveyor decides for himself which parts he or not, or how thoroughly he inspects a part based on experience and knowledge and time, and/or according to prior consultation and agreement with the customer. Only nondestructive methods are used.

The report will contain the final assessment made by the surveyor after inspection.

If the ship is 'on the hard', only the devices that have been put in the ability to function will be tested. Of course, some parts cannot be tested on dry land: pumps, plumbing, depth gauge, engines, etc.

2. The underwater vessel shall be inspected if the owner organizes the lift out. In the case of polyester ships it will be agreed with the surveyor to make the inspection of the underwater vessel if possible the same day .

The underwater vessel must be cleaned up for inspection.

3. Only if a trial cruise has been ordered can the engine, steering system and/or sails be tested.

During trials, the owner will provide qualified crew and set a date in consultation with the surveyor. The owner remains responsible for his ship at all times during the trial and confirms that he is in order with the necessary local legal and insurance requirements. The surveyor may unilaterally refuse a trial if he suspects that safety is not guaranteed for any reason, which may be, among other things, but not limited by, a suspicion of defects, weather conditions or safety. In this case, the trial will be postponed or cancelled. However, travel costs and working hours remain due by the customer.

4. An inspection shall be limited to accessible areas. In other areas that are permanently sealed by any method (fixed panels, walls, etc) this will have to be opened by the owner or his representative before the start date of the inspection.. As a result, tanks (water, fuel, black and grey water)) can only be viewed visually on the outside and are not tested for pressure, nor for contamination, waterproofing, etc. This also applies to parts that are not visible due to growth, dirt, water, oil, etc. Therefore is also asked to dry the bilges of the boat for inspection.

Also on material of the hull such as plastic, steel, aluminum, wood, measurements can only be made in the accessible places.

5. Measurements are only indicative and limited to a number of places chosen by the surveyor based on experience, suspicions, accessibility, etc. The inspection can never provide the assurance that no other values can be measured in certain other places. Measurements are just one indicator that, in order to be sure,, need to be confirmed at the point of measurement later by destructive research.

Measurements can also differ due to the circumstances in which they happen. Therefore, these measurements can only be used for further research and cannot be considered absolute values. Conversely, 'good' values are also no guarantee that the underlying material does not show any defects. This further investigation must be carried out by a specialist person.

No research is therefore carried out on the internal state of 'sandwich' parts (deck, hull,..), in and under paint, rigging,..

6. No statement can be given about design and structural elements made during the construction by the shipyard and carried out according to construction specifications.

7. The engine and its parts are inspected visually and not disassembled and therefore not evaluated internally, idem for parts that are not visible. No compression tests or internal endoscopy are done. Only on request will an oil analysis be done. For more thorough mechanical or mechanical tests, a specialized company must be called upon. Subcontracting may be organized by BYSC for such cases and only after written agreement.

8. Rigging : only visual inspection up to 2m above the deck, except if the mast is lifted out.

9. Gas installation: only performance and assessment of safety.

10. Electrical installation: only the operation shall be assessed at the time of inspection. The correctness of the electrical installation (e.g. fuses, diameter of cabling,..) is not assessed.

11. Sailing is only briefly visually inspected.

12. The survey is a snapshot of a number of parts of the ship and made with limited resources. There can never be a certain prognosis or warranty, nor a complete picture of deterioration (osmosis, electrolysis, corrosion,..), only suspicions subject to change.

There can never be guarantees of the ship or its parts because of the possibility of hidden or unseen defects, which can always be present due to fabrication errors, wear and tear, aging,.. and others. As a result, the surveyor can never be held responsible for any detected or non-detected faults, or defects and their consequential damage.

**BYSC's surveyor can never give guarantees, predictions, forecasts or promises, only personally established facts and non-binding presumptions based on experience and knowledge. These can never be used for the declaration of seaworthiness of the ship or its parts. As a result, the surveyor can never be held liable for special, incidental and/or follow-up damage, or any other damage which, for any reason, directly or indirectly, happens and wherever originated.**

13. Any information necessary for the inspection and available to the customer at the time of the order shall be made available to BYSC.

14. BYSC is not responsible for damage caused by incorrect information provided by the customer.

15. All organization and costs for the preparation of the inspection (drying, demasting, cleaning, etc), are borne and under the responsibility of the customer..

16. BYSC's liability is limited in all cases to the amount of the fee of the inspection.

17. The customer will fully reimburse BYSC for all claims and costs of claims incurred by third parties for damages or others that are directly or indirectly the result of BYSC's execution of the contract.
18. No information is given to third parties subject to customer consent
19. Each complaint must be made in writing to BYSC and shall expire 1 month after the date of delivery of the report to the customer.
20. The report shall continue to be the intellectual property of BYSC and may not be made public or multiplied without BYSC's written consent.

## 5. Payment conditions

- a. By order : will be paid 25% in advance, except if otherwise agreed. In addition, in the case of foreign contracts, a pre agreed transport and residence allowance will be agreed and confirmed in writing. This expenses fee for foreign countries must be paid in full by order. The order may be postponed or cancelled by BYSC as long as these amounts have not been received.
- b. Payment of all invoices is done by the customer after receipt of the invoice and before the date of expiry mentioned on it, by transfer to bank account number **BE22 7310 4810 9547**.
- c. In the event of non-payment of the invoice by the expiry date set, a negligence interest is due of 15% per year from the date of expiry on.
- d. Without prejudice to previous provision, in the case of non-payment against the expiry date the invoice amount will be increased without prejudice with 15% with a minimum of EUR 125.00, in title of compensation
- e. If the order is cancelled by the customer, he will have to reimburse all costs and hours already incurred. Conversely, the customer will get the payments back if BYSC cancels the order. The customer cannot claim compensation for this.
- f. Het report will only be transferred after full payment of the total amount due.

## 6. Execution of the contract

The surveyor will carry out the assignment as best he can, experience and knowledge. However, if defects are hidden or not seen by the surveyor, he cannot be held responsible. Opinions are not binding and we reserve the right to change them at all times, for example when obtaining new information.

If the contract cannot be executed or partially due to force majeure, we will suggest that the contract be executed at a later date. However, the customer cannot claim compensation.

If the contract has not been carried out by facts of any kind and which are not due to BYSC (e.g. no permission to access, ship not accessible,...), the customer will be liable for compensation to BYSC in addition to the travel expenses, as well as the hourly wage of the hours performed during the transfer to and from BYSC (Nieuwpoort, Belgium).

In case of dispute, only the text in the Dutch language is valid.

Any dispute is dealt with under Belgian law and before the court in Veurne.