

GENERAL CONDITIONS

INTERNATIONAL NAUTICAL

SERVICES NEDERLAND

1. All underneath conditions are integrally part of this contract and exemptions have to be made in written.
2. All tenders are made without engagement. Unless otherwise specified they are valid for maximum 30 days.
3. When ordering our services, a prepayment is to be made by our client. For services outside of The Netherlands this prepayment is minimum 1/3 of the expected amount. We reserve the right to delay the order till the payment arrived on our bank account.
4. All invoices are immediately due and paid cash unless otherwise specified in written.
5. All unpaid invoices give immediately from the due date and without reminder an interest of 12% yearly. For only private clients from EU the legal interest is applicable.
6. When an invoice is still unpaid 10 days after a certified mail/ reminder, the invoice amount will be surcharged with 10% with a minimum of 200 EUR. This is considered as a compensation for other costs than interest and juridical costs.
7. If the principal does NOT fill full his duties /payments, automatically all contracts are put on hold till these duties / payment are made by the principal .All extra costs due to this are charged to the principal.
8. When the seller of the services can not fulfil his duties, the consumer, this is every natural person, juridical entity who uses, owns or consumes the products, services, for non professional use, is allowed a demand for compensation according to the common right.
9. Claims regarding our services, products our others can not be accepted unless they are received by us in written maximum seven days after the delivery.
10. All our agreements are made under the Belgian legislation, irrespective the place of delivery.
11. In cases of disputes, the court of the juridical district of INS Netherlands Hertogenbosch are competent.
12. However all inspections and services are made to the best of our knowledge and possibilities, we can not accept the responsibility for defects (hidden or not).
13. All our findings refer only to the place and time of inspection. We do not take any responsibility for any changes on object due to personal, natural or other influences and these can never dismiss the customer from his duties.
14. All inspections are carried out under the risk of the customer. Damages occurred during our services are for the customer account.
15. It is the duty of our customer that our services can be carried out on the agreed time and place.
16. We reserve the right to carry out our services on another date when we are due to any unexpected circumstances not able to carry out our services on the agreed time and place without refund or annulations rights for the customer.
17. When we are not in the possibilities to carry out our services or the object is not our not enough accessible for any reason (including, strikes, war, etc..) the customer is a compensation due for the transport and residential cost increased with the labour cost from the time of our departure till the time of our return to our main office.
18. All inspections are only visual unless otherwise specified.
19. Test of engines, auxiliaries, working equipment, etc are always visual carried out and can never be used against us in case of lather failures.
20. When a ship (every floating object) is relocated or nautical assistance is given, the customer remains responsible for all legal requirements regarding the ship and the navigation. The customer confirms to have all required insurances.
21. The customer remains responsible for damage on the object or third parties occurred during our services, unless voluntary purpose can be proved.
22. It is the duty of our customer to make sure that our surveyors/ experts, etc can start immediately with the inspection of all compartments. All dismantling is to be carried by and on the risk of the customer.
23. No reduction of our fee can be given when compartments can not or only partly be inspected; neither can this lead to the cancelling of our order.
24. All transport costs are calculated from our main offices according to our specified costs.
25. The customer gives his agreement to INS Nederland to use the most safe and quickest way of transport when this is required to carry out or order. These additional charges are for the account of the customer.
26. Residential costs are unless otherwise specified always on the customers account.
27. For services calculated with a time unit (example 1/4/12 hours), every commenced unit shall be charged as 1 unit.
28. All recommendation, advice, etc are only given to the best of our knowledge and are not stringent with the right to revert. This is especially valid for repair advice, valuations, analyses and audits.
29. In the case of translations of our general conditions, contracts, reports or other documents the original version has always priority is cases of disputes.
30. It is the duty of our customer that all information and instructions are available in time. We reserve the right in the cases of missing documents, instructions, etc. to refuse, cancel or interrupt orders with the right that all made costs are immediately due by the customer.