



**General conditions Crane Inspection Services B.V.  
(08-12-2020 Rev.03E)**

**I. Agreement.**

1. All offers of Crane Inspection Services B.V. are without engagement.
2. An agreement comes about by a written task affirmative of Crane Inspection Services B.V. or because Crane Inspection Services B.V. with the implementation of the task takes a commencement.
3. Constituent has the right the agreement at the latest four dissolve working days for the planned implementation of the activities free of charge. At later dissolution must constituent compensate for the amount to Crane Inspection Services B.V. for which Crane Inspection Services B.V. will have carried out the activities.

**II. Prices.**

1. All prices are excluding VAT.
2. The activities of Crane inspection Services B.V. are invoiced against the applying tariffs.
3. When previously a fixed price for the task has corresponded, modification of the price is only possible in case of modification of the task, subject to the provisions in Article II, paragraph 4.
4. Crane inspection Services B.V. has the right to adapt once per year tariffs or the agreed fixed price. Tariffs are announced by means of our tariff list.

**III. Data.**

1. The data that constituent within the framework of the task to Crane inspection Services B.V. supplied, must be entirely and correct.
2. The written engagements of the testing, researches, audits, recommendations, recommendations and other activities become property of constituent. Crane Inspection Services preserves of it a copy which will not be supplied to third parties without explicit written authorisation of the constituent or without a legal obligation to this end.
3. At CIS the copyright continues rely on the general standards, methods developed by her, plans and models. It has not been permitted use the constituent outside this task of those records or which in an only manner to multiply or to make public.

**IV. Supremacy.**

If Crane Inspection Services is suspend its perform activities as a result of circumstances on which she has no influence, not able in accordance with the agreement, Crane Inspection Services B.V. can, entirely or partially dissolve or to modify the agreement.

**V. Liability.**

1. The scope of the liability of Crane Inspection Services B.V. for its activities (testing, researches, audits, recommendations and other performances) is in all cases, except when talk of set-up or grove debt, restricted to the invoiced value of the activities on which damage is related with maximum of Euro: 50,000.--. Crane Inspection Services B.V. is never responsible for damage to other matter then the matter on which its activity is related or other indirect or consequence damage, such as stagnation damage, production loss, etc.
2. When constituent thinks that there is talk of a shortcoming in the implementation of the activities of Crane Inspection Services B.V. he must inform Crane Inspection Services B.V. of it, under penalty of decline of its liability, in writing immediately.
3. Constituent protects Crane Inspection Services B.V. of all liability of third parties link concerning with the activities of Crane Inspection Services B.V.
4. After course of a year after implementation of the activities Crane Inspection Services B.V. every liability expires of Crane Inspection Services B.V.



#### **VI. Payment.**

Payment must take place within 30 days after invoice date. Failing on time and fully payment constituent concerning the being open amount the legal interest is chargeable. When Crane Inspection Services B.V. proceeds after expiring the term of payment to incasso, the constituent has been kept the complete judicial and extrajudicial compensate for incasso cost.

#### **VII. Dissolve.**

In case of compliance constituent or of bankruptcy, (provisional) suspension of payment, stopping, liquidation or whole or partial transfer or pledging of assets of constituent, Crane Inspection Services B.V. is entitled to suspend the implementation of the agreement, without preceding lack proposition, entirely or partially.

#### **VIII. Disputes.**

To the proportion between constituent and Crane Inspection Services B.V. applies exclusively Dutch laws. For legal testing activities the General Act on Administrative Law applies.

**Note:** In case of a disputation the Dutch version of the General Conditions is valid.