

General Terms and Conditions

B&S Inspect

Grote Twiet 3b, 24539 Neumünster, Germany

Proprietor: Eugen Rosemke (Sole Proprietorship)

Effective Date: 29 September 2025

Valid for all services provided from 29 September 2025

1 General Terms and Conditions of B&S Inspect

1.1 Scope of Application

1. These General Terms and Conditions (GTC) apply to all business relationships between B&S Inspect, Grote Twiet 3b, 24539 Neumünster, Germany, Proprietor: Eugen Rosemke (hereinafter referred to as "B&S Inspect"), and its clients (hereinafter referred to as "Client").
2. The GTC apply to all services provided by B&S Inspect, in particular loading and unloading of sea and inland vessels, cleanliness inspections (e.g., verification of residue-free cargo holds), and damage inspections (e.g., documentation of hull defects).
3. Deviating, conflicting, or supplementary terms and conditions of the Client shall not become part of the contract unless B&S Inspect expressly agrees to their validity in writing.

1.2 Subject Matter of the Contract

1. B&S Inspect provides services in the field of logistics and inspections, including:
 - Loading and unloading of sea and inland vessels according to Client requirements.
 - Cleanliness inspections of cargo holds (e.g., visual and measurable checks per standards like GAFTA).
 - Damage inspections on vessels (e.g., documentation of cracks or corrosion) with reporting.
2. The exact scope of services is defined in the order confirmation or offer.

1.3 Conclusion of Contract

1. Offers by B&S Inspect are non-binding and subject to change unless expressly stated otherwise.
2. A contract is concluded upon the Client's written or verbal acceptance of the offer. B&S Inspect confirms the order in writing (e.g., via email or order form).

1.4 Service Provision

1. B&S Inspect performs services with the care of a prudent businessperson and in compliance with legal requirements (e.g., maritime regulations, occupational safety).
2. Deadlines are binding only if agreed in writing. Delays due to force majeure (e.g., adverse weather) or obstacles caused by the Client release B&S Inspect from adherence to deadlines without liability for damages.
3. Cleanliness and damage inspections are documented (e.g., via photos, reports) and provided to the Client within 24 hours of completion unless otherwise agreed.

1.5 Prices and Payment Terms

1. Prices are based on the offer or order confirmation. All prices are in Euros, exclusive of statutory value-added tax (VAT).
2. Payment is due 14 days after service delivery and invoicing (payment term: 14 days net).
3. Payment shall be made by bank transfer to the account specified in the invoice.
4. In case of payment default, B&S Inspect charges default interest at 9 percentage points above the base interest rate per § 247 BGB (German Civil Code). Further claims remain reserved.

1.6 Obligations of the Client

1. The Client shall provide all necessary information (e.g., ship plans, loading schedules) in a timely manner.
2. The Client ensures safe access to vessels and cargo holds and compliance with safety regulations.

1.7 Liability

1. B&S Inspect is liable for damages caused by gross negligence or intent. For slight negligence, liability is limited to the breach of essential contractual obligations and to typical, foreseeable damages.
2. Liability for indirect or consequential damages is excluded.
3. Damages caused by insufficient cooperation by the Client are the Client's responsibility.

1.8 Complaints and Defects

1. Defects in services must be reported in writing immediately, at the latest within 7 days of service delivery.
2. B&S Inspect remedies justified defects within a reasonable period through rectification. Claims for damages are limited to the order value.

1.9 Confidentiality

1. B&S Inspect treats all Client information (e.g., ship data, reports) confidentially and discloses it only with the Client's consent unless legally required.

1.10 Intellectual Property

1. Reports, photos, and documentation created during service provision remain the property of B&S Inspect until full payment is received. Thereafter, the Client receives a simple right of use.

1.11 Final Provisions

1. Amendments or supplements to these GTC require written form.
2. The place of jurisdiction for all disputes arising from this contract is Neumünster, provided the Client is a merchant.
3. German law applies, excluding the UN Convention on Contracts for the International Sale of Goods.
4. Should any provision of these GTC be invalid, the validity of the remaining provisions remains unaffected.