



Marine Surveyor Consultant Sagl

MARINE SURVEY

Terms and Conditions

Under this contract the surveyor will perform a marine survey for the sole use of the Customer or client listed in the report. The consultant works solely for the customer requesting the survey, who may be the buyer, seller, broker, agent or insurance underwriter. The survey will include a comprehensive visual assessment utilizing the mandatory standards, law, regulations and Recommended Practices. The report may not be re-sold or relied upon by anyone other than the person listed as client or customer in the report. Scope of Survey: The purpose of a Marine Survey is to provide the customer information with which to make an “educated” evaluation about the scope of survey. Consultant’s survey inspection/assessment is to gather facts to provide a professional opinion of the vessel’s structure, systems, cosmetics, levels of compliance with currently applicable mandatory and voluntary standards, and common practices, to the extent possible within limitations of visual and physical accessibility using non-invasive / non-destructive means. The consultant’s report may confirm or reject claims by other parties about the vessel which consultant is informed.

Survey Report:

A written survey report will provide a comprehensive evaluation of the vessel and a list of findings Serious, minor deficiency, Observation and recommendations for corrections and faults. Unless specifically stated, we know of no published standard or requirement governing the deficient item listed; however, we suggest the item be addressed based upon good practice and/or maintenance.

Conditions:

Surveyor must have unimpeded access to the site/vessel for the entire day or agreed time. Customer owning vessel may be present at the survey to open any locks and provide a complete Boarding Agreement. While the customer (and Owner, if different) are welcome to attend survey, please DO NOT invite others to attend. This is necessary to allow consultant to inspect, and to minimize risk of injury. Surveyor is not responsible for moving or unloading items on vessel, so the survey report will reflect that such areas are loaded and could not be inspected.

Statement of Limitations:

The field of marine survey is not an exact science. The survey report represents a statement of consultant’s professional findings and opinions only, in the reasonable exercise of his or her professional judgment based on his or her experience and the totality of information available. Customer is cautioned that this is a limited report



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representing a limited inspection by visual means and soundings. Inspection of areas normally concealed, areas requiring disassembly of the vessel, removal of components or parts, or the operation of equipment is not included unless otherwise agreed upon in writing. Destructive testing, cost estimating, calculations of moisture content, prognosis for osmotic blistering and determining the extent of corrosion or decay are beyond the scope of this survey. Additional investigation by specialized examiners, destructive evaluation, etc., may be required in order to fully evaluate the internal and hidden components that make up the vessel. It is neither practical nor cost effective to locate and list every observable cosmetic deficiency. Certain parts of the hull and structure, equipment, auxiliaries, piping, tanks, systems and machinery that would require access with tools or by removing decking, bulkheads, headliners, tanks or other destructive methods, will not be inspected. If dirt, marine growth, coatings build up, rust or corrosion obscures consultant's ability to inspect, a notation will be made in the report. No mechanical tests are performed nor are fluid samples drawn on propulsion or auxiliary generating machinery unless expressed in writing. Only the installation and external condition of machinery and accessories are visually inspected. If the customer desires a partial or complete mechanical inspection of engine(s) and/or generator(s), this should be expressed in writing in order to arrange for the appropriate mechanical technician to be present if the skill is in excess of the consultant. A vessel's component parts and systems have a limited "useful life" that can vary widely based upon original material specifications, fabrication and manufacturing techniques, atmospheric exposures, history of use, etc. It is not possible, with an external inspection, to guarantee the discovery of hidden flaws. These systems and component parts often give no visually detectible indication of deterioration or impending failure. Thus, consultant does not warranty the vessel, nor any of its internal components. The survey consultant retains the right (but not the obligation) to revise its report if additional information is discovered that may materially affect the findings and opinions. The consultant will include a market analysis and may be considered a fair assessment of a Market Value.

Dispute Resolution Clause:

Disputes arising from this contract shall be adjudicated exclusively in arbitration or mediation, (SWITZERLAND COURT) and all parties waive any rights to jury trial. By accepting/signing the quotation the customer understands the statement of limitations listed above and that the consultant's fees for services represent the monetary extent of liability in any judgment.



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CONSULTANT DISCLAIMS ANY AND ALL PROMISES,

REPRESENTATIONS AND WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, WITH RESPECT TO ANY SERVICES AND REPORTS FURNISHED, INCLUDING WITHOUT LIMITATION THE CONDITION, THE CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION OR PROCEDURAL STANDARDS, AND THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. NEITHER SURVEYOR NOR ANY OF ITS AFFILIATES, PRINCIPLES, EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES,

EXPRESS ANY OPINION AS TO THE SEAWORTHINESS OF ANY VESSEL SURVEYED OR THE OPERATING CONDITION OF THE ENGINE OR ANY ELECTRICAL OR MECHANICAL SYSTEMS PRESENT ON OR ABSENT FROM SAID VESSEL. SURVEYOR OF MARINE SURVEJORS CONSULTANT SAGL SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHETHER FORESEEABLE OR NOT, WHETHER ARISING OUT OF THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY IN TORT OR OTHERWISE OR BASED ON ANY SERVICES PROVIDED, NOR ANY USE OR INABILITY TO USE THE RESULTS REPORTED OR ANY TRANSACTION UNDERTAKEN OR FOREGONE IN RELIANCE UPON SUCH RESULTS, NOTWITHSTANDING THAT WE MAY HAVE BEEN ADVISED OR AWARE OF THE INTENDED USE OF THE SURVEY OR SURVEY RESULTS OR THE POSSIBILITY OF SUCH DAMAGES.

THE AGGREGATE LIABILITY FOR ALL DAMAGES AND CLAIMS ASSERTED BY CUSTOMER, REGARDLESS OF HOW ASSERTED, SHALL IN NO EVENT EXCEED THE TOTAL OF ALL PROFESSIONAL FEES PAID WITH RESPECT TO THE SURVEY AND SERVICES PERFORMED WHICH ARE THE SUBJECT OF SUCH CLAIM. OUR SERVICES AND REPORT, AND THIS LIMITED WARRANTY, ARE OFFERED SOLELY FOR CUSTOMERS BENEFIT AND MAY NOT BE RELIED UPON OR USED BY ANY OTHER PERSON OR ENTITY WITHOUT OUR ADVANCE WRITTEN CONSENT.

FEE:

Consultants fee is agreed with client. A non-refundable retainer and/or payment as quoted is required prior to examination. The fee will not include travel and other expenses. Engine mechanical, electrical, sea trial and oil testing are available for an additional charge.

By accepting / signing quotation for the request service, the customer authorizes Marine Surveyor Consultant Sagl. to perform the services and to issue a written report in accordance with the terms, conditions, limitations, and exclusions set forth in this statement.