

# MARINE SURVEY SERVICE

## TERMS AND CONDITION

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### **Terms and Conditions**

The consultant will perform a marine survey for the sole use of the Customer or client listed in the report and for the vessel listed in the report, to provide an objective opinion of the vessels general condition & value.

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 evaluation of the vessel 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 condition and value of the vessel. Consultant’s survey inspection 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.,

Be aware that anything the surveyor tells you verbally during the survey is subject to change. 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 and recommendations for corrections and faults.

Recommendations are divided into three categories:

“**A**”. Regulatory Deficiencies – State Statute, or other legal requirement as cited.

“**B**”. Standards Minimum Safety Recommendations

“**C**”. Surveyor’s Notes and Observations – 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:**

Consultant must have unimpeded access to all areas of the vessel for his stay and to be escorted by qualified officer during his ship's tour. This is necessary to allow consultant to inspect, and to minimize risk of injury.

Consultant 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 representing a limited inspection by visual means and equipment / machinery test.

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, and all parties waive any rights to jury trial.

By appointing Marine Surveyor Consultant for his services, 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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## **DISCLAIMER**

"CONSULTANT DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, WITH RESPECT TO ANY VESSELS INSPECTED AND 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 CONSULTANT NOR ANY OF ITS AFFILIATES, PRINCIPLES, EMPLOYEES, OFFICERS, AGENTS OR REPRESENTATIVES, EXPRESS



Marine Surveyor Consultant Sagl

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. CONSULTANT 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. TYPES OF SURVEY “.

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### **FEE:**

Consultant fee are agreed with client. A non-refundable retainer and/or payment as quoted could be require prior to examination. The fee will not include travel and other expenses.

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 contract.