

COAST TO COAST MARINE SURVEYORS LIMITED

Standard Terms & Conditions

1. Definitions

- **“Client”** means the person or entity who engages the Surveyor for the provision of Services.
- **“Surveyor”** means Heath Mabbett of Coast to Coast Marine Surveyors Limited including its employees, agents or subcontractors.
- **“Report”** means any written or verbal survey, inspection, advice or documentation provided by the Surveyor.
- **“Vessel”** means the ship, boat or marine craft subject to the Survey.
- **“Services”** means any survey, inspection, consultation, reporting or associated services provided by the Surveyor.
- **“Force Majeure Event”** includes, but is not limited to:
 - Acts of God (e.g. earthquakes, storms, floods)
 - Fire, explosion, or natural disaster
 - Pandemic, epidemic, or quarantine restrictions
 - War, terrorism, or civil unrest
 - Governmental restrictions, regulations, or orders
 - Maritime or port closures
 - Labour strikes or industrial disputes
 - Failure of suppliers, subcontractors, or transport services beyond the party's control

2. Scope of Services

The Surveyor will provide Services as agreed (verbally/in writing) with the Client. Unless otherwise stated, the Services do **not** constitute a guarantee of the Vessel's condition, seaworthiness or value but reflect the Surveyor's opinion at the time of inspection.

3. Fees and Payment

- Quotes for survey services (including travel time if applicable) can be provided prior to engaging and agreeing to survey services.
 - Fees are payable within **14 days** of invoice unless otherwise agreed.
 - Travel time (if applicable) will be charged at an hourly rate (plus GST 15%) unless otherwise agreed.
 - Accommodation and other disbursements (if any) will be charged at cost or as otherwise agreed.
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4. Client Responsibilities

The Client agrees to:

- Provide full access to the Vessel at the agreed time and location.
- Ensure the Vessel is safe and prepared for survey (including haul out if required).
- Disclose all known material facts and relevant documentation.

The Surveyor reserves the right to refuse to proceed with the inspection if conditions are unsafe or access is inadequate.

5. Limitations of the Survey

- The Surveyor will conduct a non-invasive, visual inspection unless otherwise agreed.
 - No dismantling of structures or systems will be undertaken without prior written agreement.
 - The Report is based on conditions observed at the time of the inspection only.
 - The Surveyor does not warrant or guarantee latent defects, stability, performance and design nor future performance of the Vessel or its systems.
 - Sailing rigging is only inspected at deck level.
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6. Use of Report

The Report is issued solely for the Client's use and is not transferable without written consent. Liability for the report is solely to the instructing client and to no other third party unless prior written approval is given by Coast to Coast Marine Surveyors Limited and the instructing client.

7. Liability and Indemnity

- The Surveyor's liability for any claim, whether in contract, tort or otherwise, is limited to the amount paid for the Services.
 - Under no circumstances shall the Surveyor be liable for indirect, consequential, or economic loss, loss of profits, business interruption or loss of use.
 - The Client agrees to indemnify the Surveyor against any claims from third parties arising from the use of the Report.
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8. Insurance

The Surveyor maintains appropriate professional indemnity and public liability insurance. A certificate of currency is available on request.

9. Confidentiality

All information provided by the Client or observed during the Services will be treated as confidential, except as required by law or where disclosure is necessary to protect the safety of persons or property.

10. Termination

Either party may terminate the engagement in writing prior to the commencement of Services. If Services have commenced, the Client is liable for fees incurred up to the date of termination.

11. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this agreement (except for payment obligations) if such delay or failure is due to a Force Majeure Event.

The affected party must:

- a. Notify the other party as soon as reasonably practicable after the Force Majeure Event arises;
- b. Use reasonable efforts to mitigate the effects and resume performance as soon as possible.

If a Force Majeure Event continues for more than **30 days** either party may terminate the engagement for Survey Services by giving written notice to the other. In such case, the Client will be liable only for any services rendered and expenses incurred up to the date of termination.

12. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of New Zealand. Any disputes shall be subject to the exclusive jurisdiction of the New Zealand courts.

13. Acceptance

Engaging the Surveyor for Services constitutes acceptance of these Terms and Conditions.

Heath Mabbett AssocIIMS

Coast to Coast Marine Surveyors Limited

Jessie Street | Parahaki | Whangārei 0112 | New Zealand

(+64) 021 036 9509 | heath@ctcms.co.nz

NZBN: 9429050476107

Member of: International Institute of Marine Surveying (IIMS), M1761