

## Survey Terms and Conditions

It is to be clearly understood that the conditions/state of the items reported upon are strictly the opinion of the attending surveyor and that opinion reflects the condition/state found on the date of the survey, taking into consideration the vessel's age and that items reported upon are described in comparison with vessels of similar type and age.

The report will be prepared specifically for the client(s), and is for their use only but remains the copyright of TEC Marine Surveying Ltd. Copies in whole or in part should not be released to, or consulted by, other parties without the express prior permission of TEC Marine Surveying Ltd. Whilst all due care and diligence will be exercised in the collection of data and the preparation of the report, TEC Marine Surveying purports to provide an advisory role only, based on the opinion and experience of the individual consultant responsible for its compilation. TEC Marine Surveying issues such advice in good faith and without prejudice or guarantee. Anyone wishing to rely on such opinion should first satisfy themselves as to its accuracy and feasibility.

TEC Marine Surveying shall not be liable for any loss (including indirect and consequential loss), damage, delay, loss of market value, expenses of whatsoever nature of kind and however sustained or occasioned. Notwithstanding the aforementioned, notice of claim or suit must be made to TEC Marine Surveying Ltd. in writing within 90 days of the date of services were first performed or the date the damaged were first discovered. Failing to do so shall constitute an absolute bar to the claim or suit against TEC Marine Surveying Ltd.

The survey will be a factual report on the inspection carried out, and the opinions expressed will be given in good faith as to the condition of the vessel as seen at the time of the survey. It will imply no guarantee, no safeguard against latent defects, subsequent defects, or defects not discovered at the time of the survey in woodworks or in areas of the vessel which are covered, unexposed, or not accessible to the surveyor internally due to the installation of non-removable linings, panels and internal structures, etc. The survey will be visual in nature only. TEC Marine Surveying accepts no responsibility or liability in relation to any part of the vessel which cannot be accessed or viewed. TEC Marine Surveying Ltd. cannot comment in relation to any patent or latent damage, include insect and water ingress, relating to areas not examined.

The engine and machinery will not be inspected and, where applicable, the client would be advised to instruct engineers for this purpose (unless otherwise agreed in the contract). Tanks are inspected where visible, but not internally, and are not pressure tested. Therefore the full condition of the tanks cannot be assessed unless clearly stated in the text of the report. The content of the tanks cannot be tested for contaminants. Windows, hatches and external doors and skin fittings (through hulls) are not withdrawn for inspection. Components not mentioned in the report were not inspected.

For sailing vessels, rigging will be checked at deck level only unless otherwise noted in the survey contract.

The survey report carries no warranty regarding ownership of the vessel or any warranty regarding outstanding mortgage, charge or other debt there may be on the vessel. The survey is personal and confidential to our client and has no extended warranty if disposed to a third party for any purpose without the permission of TEC Marine Surveying Ltd.

The report will not address stability, vessel performance or overall design, and no warranty is conveyed under these headings.

Liability will be limited to five times the surveyor's fees for the inspection of the surveyed vessel.

Fees will be discussed before the survey is booked and full payment is due before the final report is submitted. Please note that our reports are the copyright of TEC Marine Surveying Ltd. If payment for our services is not forthcoming you are advised that copyright is withheld. You may not use, copy, or disseminate or action the advice and recommendations given in the report until payment has been received, at which time a release will be issued.

The standard trading terms, all agreements and disputes relating thereto, shall be governed by and interpreted in accordance with British Columbia law.

I have read the terms and condition of the survey and I agree with these terms and conditions. YES NO