



TERMS & CONDITIONS RELATING TO THE SCOPE, LIMITATIONS AND LIABILITY

By engaging ONWARD Marine Pty Ltd, the Client acknowledges and agrees to the following terms and conditions:

1. SCOPE OF INSPECTION

The inspection is a visual, non-destructive assessment of the vessel, its accessible structure, systems, equipment and safety items at the time of inspection. The inspection is limited to reasonably accessible areas and does not include dismantling, disassembly, removal of linings, coverings, equipment, furnishings, stored items or fixed components.

The inspection is not intended to identify every defect that may exist and should not be relied upon as confirmation that the vessel is free from defects.

2. NON-DESTRUCTIVE INSPECTION

The inspection is non-invasive and non-destructive. Latent, concealed, inaccessible or subsequently developing defects may exist and may not be detectable during the inspection.

No inspection can determine the condition of components concealed behind linings, encapsulation, insulation, coatings, fuel tanks, machinery, structural members or inaccessible spaces unless specifically exposed for inspection.

3. STRUCTURAL, ENGINEERING AND SPECIALIST ASSESSMENTS

The inspection is not a structural engineering assessment, naval architectural review, mechanical engineering analysis or compliance certification.

Where concerns are identified regarding structure, machinery, electrical systems, gas systems, rigging, corrosion, timber deterioration, osmosis, moisture ingress or any specialised area, the Client is advised to obtain further assessment from an appropriately qualified specialist.

4. REPORT LIMITATIONS

The report represents the Surveyor's professional opinion based upon observations made during the inspection and information reasonably available at that time.

The report is not exhaustive and should not be interpreted as a guarantee, warranty or certification that the vessel is free from defects.

The report reflects the condition of the vessel only on the date of inspection.

5. VERBAL COMMENTS AND PRELIMINARY OPINIONS

Any verbal comments, discussions, preliminary findings, emails, text messages or observations communicated before issue of the final written report are provisional only.

The final written report supersedes all prior verbal or written communications and represents the Surveyor's final opinion.

6. NO WARRANTY

The report does not constitute a warranty, guarantee or certification of:

- Seaworthiness;
- Future condition;
- Fitness for purpose;
- Merchantability;
- Compliance with statutory requirements;
- Compliance with insurance requirements;
- Compliance with manufacturer specifications; or
- Future reliability or performance of any equipment or system.

7. THIRD-PARTY RELIANCE

The report is prepared solely for the Client identified in this Agreement.

The report may not be reproduced, distributed, relied upon, assigned or transferred to any third party without the prior written consent of ONWARD Marine Pty Ltd.

No duty of care is owed to any third party and no third party may rely upon the report for any purpose whatsoever.

Any person relying upon the report without written consent does so entirely at their own risk.

8. COPYRIGHT

Copyright in all reports, photographs, notes, drawings and supporting documents remains the property of ONWARD Marine Pty Ltd unless otherwise agreed in writing.

9. LIABILITY LIMITATION

To the maximum extent permitted by law, ONWARD Marine Pty Ltd, its directors, employees, contractors and agents shall not be liable for any indirect, consequential, incidental, special or economic loss arising from or connected with the inspection, survey or report.

This includes but is not limited to:

- Loss of profit;
- Loss of opportunity;
- Loss of charter income;
- Loss of use;
- Travel expenses;
- Accommodation expenses;
- Financing costs;
- Diminution in value; and
- Business interruption losses.

10. MAXIMUM LIABILITY

To the maximum extent permitted by law, the aggregate liability of ONWARD Marine Pty Ltd arising from or in connection with the inspection, survey, report or services provided under this Agreement, whether arising in contract, tort (including negligence), statute or otherwise, shall not exceed the fees paid by the Client for the services giving rise to the claim.

Nothing in this Agreement shall be construed as creating any entitlement to indemnity under any insurance policy maintained by ONWARD Marine Pty Ltd.

Nothing in this Agreement excludes, restricts or modifies any rights, guarantees or remedies which cannot lawfully be excluded, restricted or modified under applicable legislation.

11. NOTICE OF CLAIM

The Client must notify ONWARD Marine Pty Ltd in writing of any alleged error, omission or claim within thirty (30) days of becoming aware of the matter.

The notice must include reasonable particulars of the alleged error, omission or claim.

12. CLAIM LIMITATION PERIOD

No action, proceeding or claim arising from the inspection, survey or report may be commenced more than twelve (12) months after the date of the report.

13. SUBCONTRACTORS, SPECIALISTS AND THIRD-PARTY ADVICE

ONWARD Marine Pty Ltd may engage subcontractors, consultants, surveyors, technicians or other suitably qualified specialists where considered necessary for the performance of the services.

Any advice, opinion, testing, inspection or information provided by such persons may be relied upon by ONWARD Marine Pty Ltd in good faith and may be incorporated into the report or services provided under this Agreement.

ONWARD Marine Pty Ltd does not warrant the accuracy or completeness of information provided by third-party specialists and shall not be liable for any act, error or omission of such persons except to the extent required by law.

14. ELECTRICAL AND LPG SYSTEMS

The inspection does not constitute an electrical compliance inspection or gas compliance inspection.

Only appropriately licensed and qualified tradespersons are authorised to certify LPG installations and AC electrical systems.

General observations may be included in the report but no certification is provided.

15. LITHIUM BATTERY SYSTEMS

The inspection does not constitute a compliance assessment of any lithium battery installation.

ONWARD Marine Pty Ltd strongly recommends that all lithium battery installations be assessed by a qualified marine electrician and that owners advise their insurer of any lithium battery installation aboard the vessel.

16. VESSEL STRUCTURE, CONSTRUCTION AND CONCEALED DEFECTS

The inspection of vessel structures and construction is limited to visible and reasonably accessible areas and is based upon a visual, non-destructive examination conducted at the time of inspection.

The inspection may utilise selected non-destructive inspection techniques at the Surveyor's discretion. The use or non-use of any particular inspection method shall not be interpreted as a representation that all defects capable of detection by that method have been identified.

Concealed defects may exist within inaccessible or hidden areas of the vessel's structure and may not be detectable during a visual non-destructive inspection, including timber deterioration, wood rot, moisture ingress, osmosis, delamination, core degradation, corrosion, electrolysis damage, weld defects, hidden repairs and other structural defects.

No warranty, representation or guarantee is provided regarding the absence or extent of concealed defects within the vessel's structure.

17. CORROSION PROTECTION AND ELECTROLYSIS

The inspection does not constitute an electrical fault-finding investigation or an assessment of corrosion protection systems.

The presence or absence of galvanic corrosion, stray current corrosion, electrolysis, bonding defects, cathodic protection defects, anode performance or other corrosion-related conditions cannot be conclusively determined during a visual non-destructive inspection.

Further specialist investigation may be required where corrosion-related concerns exist.

18. MACHINERY, ELECTRONICS AND EQUIPMENT

Machinery, electronics, navigation equipment, radios, safety equipment and ancillary systems are inspected only to the extent reasonably observable during the inspection and demonstration by the owner or owner's representative.

No guarantee is provided regarding future operation, serviceability or reliability.

19. FUEL, WATER AND HOLDING TANKS

The inspection of fuel, water, grey water and holding tanks is limited to those portions that are visible and reasonably accessible at the time of inspection.

Unless specifically agreed in writing, the inspection does not include internal examination, pressure testing, leak testing, thickness testing, laboratory analysis or any other invasive investigation.

Corrosion, leakage, contamination, deterioration, structural defects, previous repairs and other defects may exist within concealed or inaccessible areas and may not be detectable during a visual non-destructive inspection.

Particular attention is drawn to encapsulated, partially concealed or inaccessible tanks where the ability to inspect the tank and surrounding structure may be significantly restricted.

No warranty, representation or guarantee is provided regarding the condition, remaining service life, integrity, suitability for service or future performance of any fuel, water, grey water or holding tank, associated pipework or related fittings.

Where the vessel exceeds twenty (20) years of age, or where the age of any tank cannot be verified, specialist inspection, testing or replacement planning should be considered as part of the vessel's ongoing maintenance program. No representation is made regarding the remaining service life of any tank or associated piping system.

20. SAILING VESSELS

Standing rigging, spars and associated equipment are visually inspected from deck level only unless otherwise agreed.

Bagged sails are inventoried only and sail condition is assessed only if sails are deployed during a sea trial.

Where standing rigging exceeds seven (7) years of age, inspection by a qualified rigger is recommended.

21. FORCE MAJEURE

ONWARD Marine Pty Ltd shall not be liable for delays, rescheduling or inability to complete services resulting from weather conditions, vessel availability, haul-out scheduling, travel disruption, illness, government action or any circumstance beyond its reasonable control.

22. CLIENT ACKNOWLEDGEMENT

The Client acknowledges that they have read, understood and accepted these terms and conditions before commencement of the inspection.

Where the Client fails to sign and return this Agreement but proceeds with the inspection or instructs ONWARD Marine Pty Ltd to undertake services, the Client shall be deemed to have accepted these terms and conditions in full.

23. GOVERNING LAW

This Agreement shall be governed by the laws of Queensland, Australia.

The parties submit exclusively to the jurisdiction of the Courts of Queensland.

24. PAYMENT

Payment in full is required prior to commencement of the inspection, survey or associated services unless otherwise agreed in writing.

25. RETURN VISITS

Where any component of the inspection, sea trial or haul-out is conducted on a separate day from the primary inspection, a return attendance minimum fee of \$500.00 may be charged. Any such fee shall be advised prior to attendance and must be paid before commencement of the additional attendance.

