



Terms & Conditions for Marine Survey & Appraisal Services

The estimate to which this document is attached, and this terms & conditions document are both parts of the marine survey or appraisal work order. Electronic signing of the estimate, or an email approval, constitute acceptance of the terms & conditions contained herein and therefore will be considered by Lewis Martin & Associates Ltd. (Marine Surveys Canada) as acknowledgement by the client of the existence of a contract between the client and Lewis Martin & Associates Ltd. (Marine Surveys Canada), according to the limitations of federal & provincial law. Estimates for services are dependent on the accuracy of information provided at the time of inquiry, and are based on anticipated time, travel and related expenses for the type, size and location of the vessel.

Once the terms & conditions have been accepted, work will be booked. For new clients, payment may be required prior to the date of inspection.

The survey will include inspection of all parts of the vessel, where accessible, including the condition and safety of all accessible parts and equipment, to determine the fair market and replacement value of the vessel. Recommendations will include what must be done to ensure safety and whether the boat is sound for its intended service. (Intended service is what the original designer and or manufacturers concept of capabilities and limitations for a specific vessel design.). Only accessible areas will be inspected, and it is understood that the surveyor assumes no responsibility for any defects not found in non-accessible areas and is not responsible for conditions subsequently arising.

Reports will be transmitted only to the person or persons authorizing this survey. Lewis Martin & Associates Ltd. (Marine Surveys Canada) will not, under any circumstances, divulge information to a third party without the written consent of the client. Further, Lewis Martin & Associates Ltd. (Marine Surveys Canada) offers no guarantees or warranties to any third party to this agreement.

A report is typically completed within three (3) business days of the inspection but may take longer in situations where additional visits or research are required. The report may be generated within 24-48 hours on pre-purchase condition & valuation surveys. The report will be attached to electronic mail and presented in PDF format. Requests for alternate formats (including printed copies) will be subject to a document fee.

The report will be prepared after a thorough visual examination of the hull, machinery, rigging, hardware and equipment, or specific parts thereof related to the extent of the services requested. The report will be submitted in good faith, without prejudice and constitutes of a description of the condition of the vessel at the time of survey. The report will not express or imply warranty, nor guarantee the condition of the vessel. PLEASE NOTE THAT A MARINE SURVEY IS NOT A GUARANTEE OF INSURABILITY.

Please note that for condition & valuation surveys, regardless of the purpose of the survey, vessels are surveyed to current Canadian legislative requirements in force (which include construction standards applicable to date of manufacture). Modifications or upgrades made to the vessel since manufacture may be evaluated against current construction standards, unless proof of installation date can be provided. Your insurer may require you to repair some of the deficiencies prior to issuance or renewal of an insurance policy.

By agreeing to the terms & conditions of the contract, you agree to receive periodic newsletters and technical bulletins via email. You may unsubscribe from this mailing list at any time.

Limitation of Liability

Acceptance and use of a marine survey report by the client acknowledges the client's understanding that the report will be composed of information that is believed to be true after reasonable investigation and inquiry but is not warranted to be so. The information will be obtained without drilling, diving, ultrasonics, cleaning or opening up to expose parts or conditions ordinarily concealed. There will be no tests for tightness or soundness conducted other than the conditions noted visually. Acceptance and use of the survey report acknowledges the client's understanding that no determination of stability or structural strength will be made and no opinion expressed. Acceptance and use of the survey report acknowledges the client's understanding that Lewis Martin & Associates Ltd. (Marine Surveys Canada) does not accept any responsibility for damage or deterioration not found or discovered during the course of survey, nor for consequential damage, deterioration or loss due to any error or omission. The Client hereby undertakes to keep the Surveyor/Consultant and its employees, agents and subcontractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them, and against and in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which the Surveyor/Consultant may suffer or incur (either directly or indirectly) in the course of the services under these Conditions. Notwithstanding the above clause, in the event that the Client proves that the loss, damage, delay or expense was caused by the negligence, gross negligence or wilful default of the Surveyor/Consultant aforesaid, then, save where loss, damage, delay or expense has resulted from the Surveyor's/Consultant's personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result, the Surveyor's/Consultant's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a sum equal to the Surveyor's/Consultant's charges.

Terms and Conditions of Your Survey/Appraisal

Lewis Martin & Associates Ltd. (Marine Surveys Canada) provides marine surveys according to the following terms and conditions. You (the client) and Lewis Martin & Associates Ltd. (Marine Surveys Canada) agree as follows:

- You are requesting the Attending Surveyor for Lewis Martin & Associates Ltd. (Marine Surveys Canada) to undertake the marine survey or appraisal of the vessel designated on the attached estimate
- The Attending Surveyor for Lewis Martin & Associates Ltd. (Marine Surveys Canada) agrees to undertake the assignment and to use due diligence and reasonable care to determine and report the condition of the vessel within the terms and conditions within this agreement and with the report.
- The report comprises full and complete findings; this agreement does not extend to verbal statements, opinions or other representations that may be made in the course of business that are not otherwise found in the body of the written report.
- The report is submitted for the sole and exclusive use of the client. You specifically agree not to release, nor reveal the report, nor any part thereof, to any party aside from an insurer or prospective insurer. Third Parties may not rely upon the report's content for their own purposes. You specifically agree not to reproduce, photocopy, nor quote the report, nor any part thereof.
- You specifically agree to save harmless the Attending Surveyor for Lewis Martin & Associates Ltd. (Marine Surveys Canada), personally and as officers, directors, employees, sub-contractors or employees of sub-contractors, as the case may be, from any loss of claim of any kind whatsoever, arising from the use or reliance of any third party or parties of the report, or its content or findings. The use of, or reliance upon the report as a "seller's survey" by subsequent purchasers or parties in interest including charterers is specifically prohibited.

- Deficiencies identified in the report are based on the knowledge & experience of the Attending Surveyor, along with accessibility at the time of the physical inspection. The survey purchasers acknowledge that conditions, problems and latent defects which are not open to view without the removal of decking, panels, coatings, joinery, sails, gear or personal effects are beyond the scope of work, unless noted otherwise in the report. Lewis Martin & Associates Ltd. (Marine Surveys Canada) shall not, under any circumstances, be held liable for deficiencies not identified due to limited access, as a result of either vessel design or equipment installed on or in the vessel after manufacture.
- You acknowledge that Lewis Martin & Associates Ltd. (Marine Surveys Canada), and the Attending Surveyor, in performing and in reporting the results of vessel inspection, anticipate and rely upon the client to use, and to require all operators to use, competent seamanship and maintenance practices consistent with those of a prudent mariner.
- Should repairs be required to correct deficiencies prior to launch, such repairs are the responsibility of the vessel owner. A compliance inspection may be required to render the boat sound. The cost of a compliance inspection shall be borne by the client.
- Payment of the invoice is due upon receipt of the invoice. Payment for additional services, including additional travel time, mileage, wait time, delays resulting from difficulty accessing the vessel (or a portion of the vessel), oil samples and other services not included on the original invoice, is due prior to release of reports.
- Bookings made with Lewis Martin & Associates Ltd. (Marine Surveys Canada) are binding upon the client, based upon acceptance of the terms outlined in this agreement. Cancellation of a booking must be made 24 hours prior to the date and time of the booking. Should a cancellation be necessary within 24 hours of the scheduled booking, a cancellation fee of 50% of the quoted fees shall apply. Cancellation fees must be paid in full prior to re-booking the Attending Surveyor. Lewis Martin & Associates Ltd. (Marine Surveys Canada) reserves the right, at the discretion of the Attending Surveyor, to postpone or cancel a booking based on weather conditions, scheduling conflicts, or other unforeseen circumstances. Lewis Martin & Associates Ltd. (Marine Surveys Canada) acknowledges, however, that services will not be unreasonably withheld.

Lewis Martin & Associates Ltd. (Marine Surveys Canada) is committed to providing competent and professional services to the marine industry. Should a conflict or dispute arise with any of the services provided by Lewis Martin & Associates Ltd. (Marine Surveys Canada), please contact us by e-mail clientservices@marinesurveyscanada.com

The standard terms and conditions contained in this document are effective as of March 5, 2022.

Signed,



Timothy J.S. Martin
Director, Eastern Operations



Tyler Lewis
Director, Western Operations