TITAN MARINE SURVEYING

MARINE SURVEY SERVICES AGREEMENT

(603) 986-2512 | info@titanmarinesurveying.com | titanmarinesurveying.com

Agreement date: _____ Survey date/time: _____

Client name: _____ Phone: _____

Client email: _____

Vessel make/model: _____ Year: _____ Length: _____ HIN: _____

Vessel location: _____

Services selected: ☐ Pre-purchase ☐ Insurance ☐ Condition & value ☐ Damage ☐ Valuation ☐ Engine inspection ☐ Oil sampling ☐ Other: _____

Agreed survey fee: $_____ Additional agreed services/charges:

_____

1. Scope of Services

Titan Marine Surveying (the “Surveyor”) will perform the services selected above using reasonable professional care, based on conditions accessible and observable at the time of inspection. The survey is a limited, primarily visual inspection and is not a guarantee, warranty, certification of seaworthiness, or assurance that all defects will be discovered. No destructive testing, dismantling, or access to concealed areas is included unless expressly agreed in writing.

2. Client Responsibilities

Client will provide accurate vessel information, lawful access, any required owner or marina permissions, and safe conditions for inspection. Client is responsible for arranging and paying for haul-out, launch, sea trial, operators, travel, yard charges, and third-party testing unless expressly included in the agreed fee. Any required oil laboratory testing or engine diagnostics will be identified in the quote or separately approved.

3. Scheduling and Cancellation — 48-Hour Policy

Client may cancel or reschedule without a cancellation fee by notifying the Surveyor at least 48 hours before the scheduled start time. If Client cancels less than 48 hours before the scheduled start time, Client agrees to pay a cancellation fee equal to 50% of the agreed survey fee. Any deposit already paid will be applied toward that fee, with any balance due invoiced to Client. If a deposit exceeds the cancellation fee, the excess will be refunded, less any separately authorized, nonrefundable third-party costs. Rescheduling within 48 hours is subject to Surveyor approval and may be treated as a cancellation. No cancellation fee applies if Surveyor cancels or if the parties agree to waive it. Notice must be provided by phone or email using the contact information above; email notice is effective when received.

4. Payment and Report Delivery

A deposit equal to 50% of the agreed survey fee is due and must be received before the survey is conducted. The remaining 50% of the agreed survey fee, together with any approved additional charges, must be paid in full before the final written survey report is delivered. The Surveyor may withhold the final report until all payments have cleared. The deposit is credited toward the total survey fee and, in the event of cancellation, will be applied in accordance with Section 3. Client

remains responsible for payment for completed work if a survey is interrupted or terminated for reasons outside the Surveyor's control, subject to applicable law and a reasonable adjustment for work not performed.

5. Findings, Limitations, and Use of Report

Findings reflect the vessel's condition only at the inspection date and time. The report is prepared solely for the named Client and the stated purpose; no other party may rely on it without written permission. Recommendations may call for further evaluation by qualified specialists. Engine inspections and oil sampling, when ordered, are limited to the procedures specifically agreed; oil analysis is a snapshot and cannot establish complete engine condition.

6. Delays and Unsafe Conditions

The Surveyor may pause, reschedule, or stop work if access is unavailable, conditions are unsafe, weather interferes, or the vessel is not ready. The parties will discuss any resulting additional time or charges before work resumes. Neither party is responsible for delays beyond its reasonable control.

7. Amendments, Modifications, and Disputes

Any modification or amendment to this Agreement, including but not limited to changes in the scope of services, survey price, or other terms and conditions, must be mutually agreed upon by both parties in writing to be effective. Written confirmation of mutually agreed-upon changes by email shall satisfy this requirement. This Agreement is governed by South Carolina law, subject to applicable consumer-protection requirements. If any provision is unenforceable, the remaining provisions will continue to apply. This document, together with any written quote or scope attached to it, is the complete agreement for the services described.

By signing below, Client acknowledges receiving and agreeing to the scope of services, the 48-hour cancellation policy, the requirement to pay 50% before the survey, and payment in full before final report delivery.

Client signature: _____ Date: _____

Titan Marine Surveying representative: _____ Date: _____

Draft for attorney review before business use.