



# CARIBBEAN

## ADJUSTERS AND MARINE SURVEYORS LTD.

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### CONTRACT TO SURVEY

I / We, (the owners) (the buyers, having obtained permission from the owners) (acting for, or on behalf of the owners) hereby request that you carry out a:

(Purchase / Insurance / Valuation / Damage / MCA - SCV / Tonnage / Phase out of Fleet/ Stability Test) Survey, subject to the terms and conditions listed below, which I have read and understood, and to any special instructions listed below, on the vessel:

VESSEL NAME

TYPE

LENGTH

BEAM

LOCATION

Contact details of key holder

DATE OF SURVEY

AGREED FEE & EXPENSES

Payment can be made by BVI Cheque, US Cheque, travelers' cheque, bank wire transfer, or cash. We also accept all major credit and debit cards including Visa, MasterCard & American Express etc. We also accept credit card payments through a secure section of our website - <http://www.caribsurveyors.com/payments.html> Please note that a 5% charge will be added to your bill if paying by credit card.

1. In this survey contract, the term "Surveyors" shall mean Caribbean Adjusters and Marine Surveyors' Limited ("CAMS") and any surveyor employed by or acting under an agreement to render services on CAMS's behalf and any servant or agent of CAMS, and shall include persons, firms and companies appointed or engaged by CAMS as agents for carrying out any work or services under this survey contract; all persons, firms and companies to whom performance of any work or services under this survey contract is sub-contracted or delegated by CAMS, and all agents and employees of such persons, firms and companies.

2. I / We hereby agree to pay any fees and expenses reasonably incurred and charged by the Surveyors and understand that I / We are responsible for all charges for boat movements, slipping, docking, hauling, removals, replacement and reinstatement work arising in preparation for and in the process of the survey. All fees and expenses are due immediately upon presentation of any invoice or statement of charges and interest at the rate of 15 % will be added to any invoice or statement of charges that remains unpaid after the expiration of 30 days.

3. It is understood and agreed that the Surveyor's report will be a factual statement of the examination carried out within the stated limitations and with opinions given in good faith as far as seen and accessible at the time of the survey. It carries with it no guarantee against faulty design or latent defect or suitability of the vessel for any particular purpose, nor any guarantee of compliance with any particular national, international or local rule, requirement, regulation, law, standard or code unless specifically requested as a special instruction on this form and confirmed in the text of the report.

4. Liability for the report is solely to the instructing client and to no other third party unless otherwise specified and agreed. No liability of whatever nature is assumed towards any other party and nothing in this survey contract, or the relationship between the Surveyors and their instructing client shall confer or purport to confer on any third party a benefit or the right to enforce any provision of survey contract.

5. The Surveyors shall undertake the services to which this survey contract relates with reasonable care, skill and diligence, but the Surveyors shall have no responsibility or liability whatsoever except insofar as the instructing client suffers loss or damage in consequence of the Surveyors' negligence, gross negligence or willful default. The Surveyors' liability shall expire thirty (30) days after completion of the services to which this survey contract relates. Under no circumstances shall our liability exceed a total of GBP350,000.00. We shall not be liable in respect of any breach of our obligations resulting from unforeseeable causes beyond our reasonable control. The Surveyors shall have no liability for any loss, damage, delay or expense of whatever nature whether direct or indirect (including but not limited to any consequential or economic loss, business interruption, loss of profit or loss of use) and howsoever arising or resulting whether directly or indirectly in the course of or as a result of the provision of services, under this survey contract or otherwise.

6. This survey contract shall be governed by and construed in accordance with the laws of the British Virgin Islands and the courts of the British Virgin Islands shall have exclusive jurisdiction to resolve any dispute arising from this survey contract or the services rendered pursuant to this survey contract.

7. This survey contract is the entire agreement between the parties and supersedes all previous agreements and understandings between the parties, and no warranty, condition, description, term or representation is given or to be implied by anything said or written in negotiations between the parties or their representatives prior to the execution of this agreement.

Name:

Signature:

Date:

Address:

Phone number: Work

Phone number: Home

Email:

**SPECIAL INSTRUCTIONS:**