



Agreed Standard Terms & Conditions | Waiver & Disclaimer

Pre-Purchase Vessel Inspections

By electronically accepting these terms and conditions when booking a Pre-Purchase inspection on a vessel I intend to purchase, I/We (the Buyer/Purchaser referred to in the Booking Form) hereby acknowledge and agree that any vessel pre-purchase inspection carried out by SOS Marine Services, its agents and/or employees on my behalf is done by visual inspection only, there is no destructive testing, x-rays or dismantling of any assemblies, so the condition or worthiness of internal components cannot be verified unless the units operation is abnormal and apparent during the vessel inspection.

In undertaking this visual inspection SOS Marine Services, its agents and/or employees do not warrant or guarantee the condition of the vessel or its components whatsoever and whilst the utmost care is taken to advise on the general condition of the vessel and its components, no responsibility can be taken for the future failing of any component. All parties agree that any claim for damages whatsoever made against SOS Marine Services arising from any pre-purchase inspection shall be limited in compensation only to the full price paid by the buyer to SOS Marine Services for the cost of the of the pre-purchase inspection.

The type of inspection to be carried out must first be negotiated between the seller and the buyer. Some sellers will not agree to a lift/haul out or a sea trial of their vessel unless a deposit is first paid on the vessel by the buyer. It is usual for the buyer to pay all expenses for sea trials and the marina fees for lifts or haul outs and this should be first negotiated between the buyer and seller with one party agreeing to book and pay for the lift or haul out with the agreed marina to be used. All sea trials must be conducted with the seller or his agent present and on board the vessel. SOS Marine Services we will not be responsible for the operation of the vessel without the owner (or his agent) being on board the vessel during any sea trial.

There are two types of vessel inspections that can be undertaken :

Dry Boat Inspection - is where the vessel is inspected either on a boat trailer or hardstand area. The engine/s is/are run up on water earmuffs only, (no sea testing is undertaken so the vessels performance including the operation of engines or drives cannot be verified under loaded conditions). A water tap or hose connection must be made available within 20m of the boat. This inspection usually takes approximately 1-2 hrs depending if extras like compression tests and computer diagnostic reports have been ordered by the buyer. If a sea trial is also to be carried out then this should be done after the Dry Boat Inspection and be pre-arranged between the buyer and the seller. If the boat is not launched and ready to sea trial within 2 hrs of the commencing the Dry Boat Inspection then waiting time may be charged to the buyer by SOS Marine Services at the rate of \$80 per hour inclusive of GST.

Wet Boat Inspection - is where the vessel is inspected in the water either at the dock or jetty. If a lift or haul out is not arranged between the seller and buyer then it is acknowledged by the buyer that the hull bottom, drives, running gear, skin fittings, grates, anodes or other components bellow the waterline cannot be inspected. It is the sole responsibility of the buyer to negotiate any lift or haul out with the seller prior to booking the inspection with SOS Marine Services.

Inspection Extras – Sea Trials, Compression Tests and Computer Diagnostic Reports are extras which may be ordered by the buyer at the time of booking the Pre-Purchase Inspection.

- **Sea Trials** charged out at the rate of \$80 per hour from time boat leaves dock until the boat returns to the dock.
- **Compression Tests** are sometime difficult due to restricted access to the engine/s in tight spaces and are therefore usually charged out at the hourly rate of \$80 per hour.
- **Computer Diagnostic Reports** can be carried out on some CPU engines and if required done at \$80 per engine.

Standard Authority To Commence Repairs & Service Work

By electronically accepting these terms and conditions I/We authorise as owner/agent of the vessel, the agreed repairs to be carried out by SOS Marine Services and for parts and/or materials to be ordered on my/our behalf. An express mechanics lien is hereby acknowledged on the vessel to secure the amount of repairs thereto. I/We acknowledge that interest and legal costs may be incurred in the collection of any amount outstanding together with interest in relation to my/our account.

I/We hereby grant permission to SOS Marine Services its employees and/or agents to operate the vessel as necessary for the purpose of testing, trialling or inspection and agree not to hold SOS Marine Services responsible for any loss or damage to the vessel or its contents whilst in their care. All parties agree that it is the responsibility of the boat owner to keep the vessel insured against any loss or damage whatsoever.

The owner or agent authorising these repairs does further acknowledge that title of ownership to all parts & equipment fitted to the vessel by SOS Marine Services remains with SOS Marine Services until their account is paid in full and all funds are cleared. Unless otherwise arranged in writing the terms of payment is STRICTLY PAYMENT ON COMPLETION OF WORK, and that progress deposit/s may be required to secure parts prior to any work being commenced or during the repairs.

All insurance work must be authorised prior to commencement by the vessel owner and paid for by the vessel owner at the completion of works. SOS Marine Services will not accept direct payments from insurers, it is the owners responsibility to claim reimbursement from his insurer. In regard to any warranty repairs undertaken, all travelling costs, labour and parts not covered under any manufacturer's warranty will be chargeable to the customer.