

THE FOLLOWING TERMS, CONDITIONS AND LIMITATIONS ARE PROVIDED FOR YOUR INFORMATION AND BENEFIT AND FORM THE BASIS OF A LIMITED LIABILITY CONTRACT. A MARINE SURVEY IS AN OPINION ONLY. IT DOES NOT PROVIDE A WARRANTY OR GUARANTEE OF ANY KIND.

- The intent of a marine survey is to record and report ONLY what is visually found at the time and place of the inspection. The surveyor will exercise "reasonable care" and "due diligence" while conducting a "visual" and "hands on" marine survey of the accessible areas of the vessel. Lockers full of gear will be left untouched. • The surveyor WILL NOT operate the engines, machinery, equipment, switches, or appurtenances without owner/captain/representative present, or giving prior permission at time of survey. There is no guarantee given or implied regarding current compliance, future usefulness or life of these units. No internal inspections are made. • The vessel should be prepared for survey with compartments unlocked, stores and excess equipment removed and maximum access to all areas of the vessel provided. • It is the client's/broker's/seller's responsibility to arrange for the haul out as well as a captain for the sea trial portion of the survey once a scheduled survey date is agreed upon, unless otherwise arranged. • The exterior of the machinery, tanks, belts, hoses, and piping is visually inspected where normally accessible. No disassembly, analysis, sampling, compression, or pressure testing of mechanical systems is undertaken unless otherwise arranged at an extra expense of \$55/hr. No reference or information may be construed to indicate an evaluation, warranty, or opinion of the internal condition of the engines, pumps, generator, or the propulsion system's operating capacity. • This vessel is surveyed without removals of any parts, including fittings, tacked carpet, screwed or nailed boards or trim, anchors and rode, fixed partitions, instruments, clothing, spare parts and miscellaneous materials in the bilges and lockers, or other fixed or semi-fixed items. Due to paneling, ceilings, tanks, installed equipment, foam insulation, and hull liner, only a portion of the inner hull surface will be accessible for inspection. This precludes inspection of the hidden portion of the hull interior surface, as well as any wiring or piping that may have been routed through the voids. • The surveyor will make neither weight calculations nor measurements. All dimensions and weights are from published specifications. SPECIFICALLY NOT INCLUDED IN THIS SURVEY: Electrical load calculations, machinery survey, rigging survey, corrosion survey and the condition of any trailers. • In the event that this surveyor is called upon, after rendering a Marine Survey Report, to explain, modify or supplement the report, or its contents, or should the surveyor be called upon to render expert advice, testimony or to provide survey expertise in any dispute in litigation (or not), the surveyor will be compensated at a rate of **\$125.00/hour**. • A PDF copy of survey report will be issued for the sole use of the requesting party [work order signatory], for an agreed fee based on the express use of the report and the legal liability of this surveyor. Others are not to reprint or use the published report or rely on its contents without payment to this surveyor; for an agreed fee, based upon an appropriate re-evaluation of the same factors in the published report of survey. This signed and sealed report represents the complete findings of the survey and supersedes any and all conversations, statements and representations whether verbal or in writing.

THE SURVEY REPORT IS NOT A FORM OF INSURANCE, GUARANTEE, OR WARRANTY AND IS ISSUED ON THE FOLLOWING TERMS AND CONDITIONS: These Reports or Certificates and performance of services by Marathon Marine Surveyor LLC ("MMS") shall in no way be deemed to be a representation, statement, or warranty of seaworthiness of any vessel, container, cargo, structure, item of material, or equipment. MMS shall not be liable for, and the party to whom the survey report is issued agrees to indemnify and hold MMS harmless from and against any and all claims, demands, actions for damages, including legal fees, to persons and/or property which may be brought against MMS incidental to, arising out of, or in connection with the services to be performed hereunder, except for those claims caused solely by the negligence of MMS. MMS shall be discharged from all liability for negligent performance or non-performance of any services in connection with issuance of this Certificate, unless the same is discovered prior to and is claimed in writing made to MMS within 180 days and litigation is commenced within one year after

performance of survey services. In accepting same, it is understood and agreed that the extent of obligation of this firm, with respect thereto is in furnishing a competent surveyor, and no liability in excess of ten (10) times the charges for services rendered shall attach to this firm, nor to any surveyor or other employee(s), agent(s), or representative(s) thereof, as respects errors, omissions, advice and/or other information whether written, stated, implied or otherwise expressed on behalf of this company. MMS, LLC nor any of its agents warrant the accuracy of any information, advice, or services rendered and shall not be held liable for any loss, damage, or expenses whatsoever sustained by any person in tort or contract due to any act of omission or error of any nature whether negligent or not and however caused by or on behalf of this company. MMS, LLC provides opinions and recommendations totally independent of third-party influences and signing of this agreement shall constitute an agreement on behalf of the person requesting such service(s) to pay the subject fee assigned. All the findings reflect conditions observed at the time of the survey inspection. The surveyor reserves the right to amend or extend this report upon receipt of additional relevant information. The survey report is rendered without prejudice. In no event shall MMS be liable for any consequential damages, including, but not without limitation to, delay, detention, loss of use, or customary port charges to the party whom the survey report is issued to or any other person, corporation, or business entity for whose benefit the report may be issued.

OUR COMPLETE GENERAL TERMS AND CONDITIONS, WHICH ARE KNOWN TO YOU, ARE TO APPLY TO THIS AGREEMENT. A COPY IS AVAILABLE UPON REQUEST.

I AGREE AND CONSENT TO THE ABOVE TERMS AND CONDITIONS AND AUTHORIZE MARATHON MARINE SURVEYOR AND/OR ITS REPRESENTATIVE(S) TO EXECUTE THE REQUESTED SURVEY:

SIGNATURE

DATE