

SCOPE

These terms and conditions (T&Cs) apply to all contractual arrangements between Steve Mabbett (2014) Ltd (SML) and the Client. These T&Cs cover all work and services provided and constitute the complete agreement between the parties unless another document has been agreed in writing for any work and which specifically references and extends these T&Cs.

DEFINITIONS

"SML" refers to the company Steve Mabbett (2014) Ltd, including its employees, contractors, and agents acting on its behalf. "Client" refers to any individuals or entity that requests SML to provide services, including boat owners or agents acting on behalf of a boat owner. "Vessel" refers to any marine vehicle or parts thereof whether attached or not, that is the subject of work being performed by SML.

SERVICES PROVIDED

SML will provide services to the Client using reasonable care and skill and in accordance with the standard procedures and techniques used by SML, or relevant industry standards and accepted professional practices. Reports of surveys, inspections, tests, approvals or certification carried out by SML will reflect the conditions as observed at the time of inspection. Reports do not cover items that are inaccessible, hidden, or outside the defined scope of engagement. All documents issued by SML are provided solely for the Client's benefit, and SML accepts no responsibility for any use by third parties.

DUTIES OF CLIENTS

The Client must provide clear instructions defining the required services, along with all relevant information, documentation, and access necessary for SML to perform its work. SML accepts no liability for errors or omissions resulting from the Client's failure to supply complete and accurate information. By engaging SML, the Client is deemed to have accepted these T&Cs in full.

ESTIMATES & QUOTES

Written estimates or quotes issued by an authorised officer of SML are valid only for the period stated and cover only the specified work. Any additional or unforeseen work or costs arising during performance shall be charged as variations. All prices exclude GST unless stated otherwise.

TERMS OF PAYMENT

Payment is due within ten (10) working days of the invoice date unless otherwise agreed in writing. Interest may be charged at 2.5% per month on overdue balances. SML reserves the right to suspend or withhold services where any payment is outstanding. The Client shall pay all debt collection or legal costs (on a solicitor/client basis) incurred by SML in any enforcement or attempted enforcement of its right to be paid under these T&Cs.

No Set-Off: The Client shall not be entitled to withhold, deduct, or set off any amount against payments due to SML for any reason whatsoever, including without limitation, any alleged counterclaims or disputes.

LIMITATION OF LIABILITY AND NO LIABILITY TO THIRD PARTIES

SML does not provide any insurance in relation to the condition, performance, or value of any vessel. The Client must obtain their own insurance. To the fullest extent permitted by law, SML's total aggregate liability, whether in contract, tort (including negligence), or otherwise, shall be limited to the lesser of:

- (a) the fee paid by the Client for the specific report or service giving rise to the claim; or
- (b) NZD \$7,000.

SML shall not be liable for any indirect, consequential, or special loss, including loss of profit, business, or reputation. Any claim must be made in writing within thirty (30) days of the Client becoming aware of the issue. SML accepts no liability to any third party under any circumstances.

Covenant Not to Sue: The Client covenants and agrees not to bring or pursue any claim, demand, or proceeding of any kind against any director, officer, employee, agent, or contractor of SML in respect of any loss, damage, or liability arising out of or in connection with the services provided. Any such claim may only be brought against SML itself to the extent permitted under these T&Cs.

HEALTH & SAFETY

SML and the Client will comply with the requirements of the Health & Safety at Work Act 2015 and will supply each other with copies of their Health and Safety policies and procedures. Both SML and the Client will undertake all necessary consultation and take necessary actions to maintain a safe and healthy working environment with respect to both sites and vessels where work is to be undertaken. Clients are responsible for providing all available information concerning hazards known by the Client, or any related third parties, in relation to any vessel or site where SML will be present and/or during the course of the work.

FORCE MAJEURE

If SML is unable to perform any part of its obligations under these T&C, due to any causes beyond its reasonable control, including but not limited to natural disasters, accidents, strikes, or equipment failure then SML will not be liable to the Client to the extent and for the period that it is not reasonably able to perform the work.

COPYRIGHT

All documents produced and provided as part of any service are copyright © to Steve Mabbett (2014) Ltd and may not be reproduced or used for any purpose other than that for which they were supplied.

DISPUTES AND JURISDICTION

If any dispute arises between SML and the Client, the parties shall meet and attempt to resolve it through good faith negotiation within 10 working days of the dispute first arising. Failing resolution, either party may then refer the dispute to arbitration under the Arbitration Act 1996 appointed by agreement between the parties or, if they cannot agree, appointed upon application by the President for the time being of the New Zealand Law Society. These T & C's are governed by the laws of New Zealand.