

GENERAL TERMS & CONDITIONS

OF ENGAGEMENT — MARINE SURVEY SERVICES



OMNI MARINE SURVEYING | HONOLULU, HAWAII
VERSION 1.0

Effective Date
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1. APPLICATION OF THESE TERMS

- 1.1 Scope.** These General Terms & Conditions of Engagement (the “General Terms”) govern every marine survey, inspection, valuation, attendance, consultancy, and related service (the “Services”) provided by Omni Marine Surveying, 828 Auahi St. Unit 301, Honolulu, Hawaii 96813 (“OMNI”), to any client, wherever the Services are performed.
- 1.2 Incorporation by Reference.** Each engagement is confirmed by a written Assignment Agreement that identifies the Client, the Vessel, the survey type and purpose, the attendance arrangements, and the fee, and that incorporates these General Terms by reference. The Assignment Agreement and these General Terms together form the contract between OMNI and the Client (the “Agreement”). Where OMNI performs Services without a signed Assignment Agreement, these General Terms apply in full to those Services.
- 1.3 Acceptance.** The Client accepts these General Terms by any of the following: (a) signing the Assignment Agreement; (b) confirming an attendance date in writing, including by email or text message; (c) paying a retainer, deposit, or invoice; (d) permitting OMNI to attend the Vessel; or (e) accepting delivery of the Report. The Client is deemed to have read these General Terms before instructing OMNI.
- 1.4 Order of Precedence.** In the event of conflict, the following order governs: (a) a written amendment signed by OMNI and the Client; (b) the Assignment Agreement; (c) these General Terms; (d) the Report. A conflicting term in any Client purchase order, vendor registration, supplier portal, or other form has no effect unless OMNI expressly accepts it in writing.
- 1.5 Versions.** OMNI may revise these General Terms from time to time. The version in force on the date of the Assignment Agreement governs that engagement. The current version is published at <https://omni-marinesurveying.com/terms>; earlier versions are available on request.
- 1.6 Non-Excludable Rights.** Nothing in these General Terms limits any right the Client may have under applicable law that cannot be limited by agreement. Where a provision cannot lawfully apply to a particular Client, it is to be read as applying to the maximum extent permitted.

2. DEFINITIONS AND INTERPRETATION

- 2.1 Definitions.** In these General Terms and in each Assignment Agreement, the following terms have the meanings given below.

Term	Meaning
Agreement	The Assignment Agreement together with these General Terms, as amended in writing.

Term	Meaning
Assignment Agreement	The written engagement confirmation issued by OMNI for a specific Vessel and survey, signed by OMNI and countersigned by the Client, or otherwise accepted under Section 1.3.
Attendance	A visit by OMNI to the Vessel, yard, terminal, or other location to perform the Services, including sea trial or haul-out attendance.
Business Day	Monday through Friday, excluding State of Hawaii and U.S. federal holidays, in Hawaii Standard Time.
Client	The person or entity that engages OMNI, as identified in the Assignment Agreement, including an Instructing Party under Section 3.4 and any party jointly liable under Section 3.3.
Instructing Party	A broker, agent, captain, manager, attorney, insurer, underwriter, adjuster, P&I club, or lender that instructs OMNI on behalf of, or in relation to, another person.
OMNI	Omni Marine Surveying, Honolulu, Hawaii, including its principal, employees, and authorized representatives.
Report	The written survey report, certificate, valuation, calculation worksheet, letter, or other deliverable issued by OMNI for the engagement, including its photographs and enclosures.
Reliance Letter	A letter issued by OMNI under Section 11.3 confirming that a named third party may rely on the Report subject to these General Terms.
Services	The survey type(s) and related services described in the Assignment Agreement and Section 20, and any additional services agreed in writing.
Specialist	A mechanical, electrical, rigging, non-destructive testing, laboratory, diving, or other specialist engaged under Section 4.7.
Standards	The SAMS Recommended Practices and Code of Ethics, the IIMS Code of Conduct, AIMU survey guidance, and the technical references listed in Section 4.2.
Vessel	The vessel, barge, tug, craft, cargo, container, equipment, or other subject matter identified in the Assignment Agreement, including its machinery, systems, and equipment.

2.2 Interpretation. Headings are for convenience only. The singular includes the plural. “Including” means “including without limitation.” References to Sections are to these General Terms unless stated otherwise. “Writing” includes email. Days are calendar days unless Business Days are specified. Times are Hawaii Standard Time. These General Terms are written in US English.

3. ENGAGEMENT, AUTHORITY, AND INSTRUCTIONS

- 3.1 Engagement.** The Client engages OMNI to perform the Services described in the Assignment Agreement and in Section 20 for the Vessel identified in the Assignment Agreement. OMNI's obligation is to exercise the reasonable skill and care of a competent accredited marine surveyor in performing those Services. OMNI does not undertake any obligation as to results.
- 3.2 Authority to Instruct.** The person who signs the Assignment Agreement or otherwise instructs OMNI represents that they are authorized to bind the Client and to grant OMNI access to the Vessel.
- 3.3 Brokers, Agents, Captains, and Attorneys.** Where a broker, agent, captain, manager, or attorney instructs OMNI on behalf of a principal, the instructing party and the principal are jointly and severally liable for OMNI's fees and expenses unless OMNI has agreed in writing to look solely to the principal. The instructing party warrants that it has the principal's authority to engage OMNI and to accept these General Terms.
- 3.4 Insurers, Adjusters, Clubs, and Lenders.** Where OMNI is instructed by an insurer, underwriter, adjuster, P&I club, or lender, that party is the Client for the purposes of the Agreement, and the Report is prepared for and delivered to that party. The owner, assured, or borrower is not a Client and is not entitled to a copy of the Report from OMNI unless the Instructing Party so directs.
- 3.5 Written Instructions.** OMNI acts on written instructions. Instructions given orally are confirmed by OMNI in writing and are binding on the Client unless corrected in writing before OMNI acts on them.
- 3.6 Changes to Instructions.** Any change to the survey type, purpose, scope, location, date, or intended recipients of the Report must be requested in writing and is subject to OMNI's acceptance and to any additional charges under Section 8.
- 3.7 Conflicts of Interest.** OMNI will decline or withdraw from an engagement where it identifies a conflict of interest that cannot be managed by disclosure under Section 16. OMNI may act for different parties in relation to the same vessel at different times, subject to Sections 12 and 16.4.
- 3.8 Right to Decline.** OMNI may decline any engagement at its discretion, including where the Vessel, location, timing, or purpose presents a safety, legal, or professional concern.

4. SCOPE OF SERVICES

- 4.1 Services Defined by the Assignment.** The Services are limited to the survey type(s) and purpose stated in the Assignment Agreement, as described in Section 20. Items not expressly included are excluded.
- 4.2 Standards of Practice.** Surveys are conducted in accordance with the Society of Accredited Marine Surveyors (SAMS) Recommended Practices and Code of Ethics, the International Institute

of Marine Surveying (IIMS) Code of Conduct, and, for insurance-related assignments, American Institute of Marine Underwriters (AIMU) survey guidance. Findings are referenced, where applicable, to ABYC Standards and Technical Information Reports, NFPA 302, U.S. Coast Guard regulations (33 CFR and 46 CFR) and Navigation and Vessel Inspection Circulars, ASTM standards, API Manual of Petroleum Measurement Standards, IMO codes including the CSS Code and CTU Code, MARPOL, and manufacturers' documentation current at the date of survey. Compliance references are advisory unless a regulatory inspection is expressly included in the scope.

- 4.3 Included as Standard.** Unless the Assignment Agreement states otherwise, a survey fee includes: (a) one Attendance of up to eight (8) hours; (b) visual inspection of accessible structure, machinery, systems, and equipment; (c) percussion sounding and moisture-meter readings of accessible laminate, as the Vessel is presented; (d) operation of accessible equipment in its as-presented state; (e) digital photography; (f) review of documents presented at Attendance; and (g) one written Report issued as a PDF to the Client.
- 4.4 Excluded Unless Agreed.** Unless expressly agreed in writing and priced in the Assignment Agreement, the Services exclude: sea trials; haul-out, blocking, pressure washing, launch, and yard charges; destructive testing, removals, or disassembly; engine compression, leak-down, or borescope inspection; mechanical surveys; oil, coolant, or fuel sampling and analysis; ultrasonic thickness gauging; rigging inspections aloft; tank entry or cleaning; underwater or dive inspections; stability, load-line, or lashing calculations, except where part of a Load & Stow or Trip & Tow scope; regulatory, classification, or flag-state inspections; title, lien, or registry searches; repeat Attendances; translation; and expert-witness or litigation support.
- 4.5 Additional Services.** Services listed in Section 4.4 may be added on request where OMNI is able to provide them, at the rates in the Assignment Agreement or OMNI's then-current rate card. Specialist services are provided under Section 4.7.
- 4.6 Changes in Scope and Conditions.** Work beyond the agreed scope — whether requested by the Client or made necessary by the Vessel's condition, access delays, weather, sea conditions, yard scheduling, or additional Attendances — is chargeable at the applicable rates. Where practicable, OMNI will notify the Client before incurring material additional charges; the Client's continued instruction, or failure to object within one Business Day of notice, constitutes approval.
- 4.7 Specialists and Subcontractors.** With the Client's approval, OMNI may engage Specialists. Specialists are engaged either directly by the Client or by OMNI as the Client's agent, in which case their charges are passed through at cost without markup (Section 8.8). Specialist findings are reported as received. OMNI does not warrant Specialist work and is not liable for it beyond coordinating the Specialist's Attendance.

- 4.8 Survey Type Descriptions.** Section 20 describes each survey type offered by OMNI and the principal references applied. Where the Assignment Agreement names a survey type, Section 20 defines its scope unless the Assignment Agreement states otherwise.

5. CONDUCT OF THE SURVEY

- 5.1 Scheduling.** Attendance dates are confirmed on receipt of the retainer and remain subject to weather, sea conditions, access, yard availability, and Vessel readiness. OMNI will give reasonable notice of any change.
- 5.2 Methods.** The survey is conducted by visual examination and non-destructive methods, including percussion sounding, moisture meters, thermal imaging where available, hand tools, and gauging instruments. No destructive testing, removals, or disassembly is performed.
- 5.3 Moisture Readings and Sounding.** Moisture-meter readings are relative, comparative indications and are affected by coatings, metallic content, surface moisture, laminate thickness, core material, and ambient conditions. Percussion sounding identifies audible changes in laminate response. Neither method confirms laminate or core condition without destructive testing, which is excluded.
- 5.4 Operation of Machinery and Equipment.** Where safe and permitted by the owner, machinery and equipment are started and run at the dock to observe starting behavior, idle, visible leaks, and instrumentation. No load, performance, compression, or emissions testing is performed, and no opinion is given on internal condition.
- 5.5 Sea Trials.** A sea trial, where included, is conducted by the owner, captain, or their designee, who remains in command and responsible for navigation, safety, crewing, and regulatory compliance. OMNI attends as an observer, records readings, and may terminate its participation if conditions are unsafe. A sea trial does not test the Vessel to its limits.
- 5.6 Haul-Out.** Out-of-water inspection, where included, is limited to the exposed underwater body after pressure washing. Areas obscured by blocking, cradles, slings, or marine growth are not inspected. OMNI does not direct lifting, blocking, or launching.
- 5.7 Confined Spaces and Hazards.** OMNI will not enter tanks, voids, or confined spaces, or work at height, in unstable positions, or in energized or hazardous environments. OMNI may suspend or terminate Attendance where conditions are unsafe, with time and expenses incurred payable by the Client.
- 5.8 Instruments and Technology.** OMNI may use moisture meters, thermal cameras, laser measuring devices, borescopes through existing openings, and, where lawful and safe, unmanned aerial systems for exterior photography, and may use software-assisted drafting, including AI-assisted tools, in preparing the Report. All findings and opinions are determined and

verified by the surveyor. The Client may restrict the use of specific tools by written notice before Attendance.

- 5.9 Photography and Recording.** OMNI takes digital photographs and may record video, audio notes, and measurements during Attendance. Images are unaltered, are retained as part of the survey record, and are reproduced in the Report at the surveyor's discretion. Photographs may incidentally include third parties, other vessels, and premises.
- 5.10 Verbal Findings.** Verbal or email discussion of findings before issue of the Report is for the Client's convenience only, is preliminary, is subject to the Report, and is not to be relied upon.

6. SURVEY LIMITATIONS AND STANDARD DISCLAIMERS

The Client acknowledges and agrees that the Services and the Report are subject to the following limitations, which apply to every survey type in Section 20 and are repeated in the Report.

- 6.1 Nature of the Survey.** A marine survey is a visual, non-destructive examination of the Vessel in its as-found condition, conducted without making removals, without opening up to expose parts ordinarily concealed, without testing for tightness, and without trying out machinery or equipment beyond what is readily accessible and safely operable at the time of survey. The Report is subject to any conditions that would have been revealed had such procedures been performed.
- 6.2 Inaccessible Areas.** Areas obstructed by installed equipment, tankage, liners, ceilings, insulation, stores, or personal effects, and areas not safely reachable, are excluded from the survey. No opinion is expressed on latent or concealed defects.
- 6.3 Condition at Date of Survey.** Findings represent the condition of the Vessel on the date(s) of Attendance only. The Vessel's condition may change after the survey, and OMNI has no obligation to update the Report unless re-engaged.
- 6.4 No Guarantee or Warranty.** The Report is an expression of professional opinion. It is not a guarantee or warranty of the Vessel's condition, seaworthiness, fitness for any purpose, value, or regulatory compliance, and it does not replace the Client's own due diligence, a mechanical survey, or review by the Client's legal, tax, insurance, or financial advisors.
- 6.5 Machinery.** Unless a mechanical survey by a Specialist is included, machinery observations are limited to external visual condition, dockside start-up and running where permitted, and information read from gauges, hour meters, and data plates. No representation is made as to internal condition, remaining service life, or performance. Engine hours are reported as read and are not verified.
- 6.6 Electrical Systems.** Electrical observations are limited to visual examination of accessible wiring, panels, connections, and equipment, and to operation of accessible circuits. No insulation-resistance, load, or fault-current testing is performed unless agreed.

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- 6.7 Tanks and Pressure Vessels.** Fuel, water, holding, lubricating-oil, and hydraulic tanks and pressure vessels are not opened, pressure-tested, or internally inspected. Capacities are as stated by the builder or owner.
- 6.8 Hull Identification and Documentation.** Hull identification numbers, official numbers, documentation, and registration are recorded as sighted. OMNI does not verify title, liens, encumbrances, or registry status, and expresses no opinion on them.
- 6.9 Stability and Loading.** No determination of stability characteristics, intact or damaged, has been made, and no opinion is expressed with respect thereto, unless stability or loading calculations are expressly included in the scope and so stated in the Report.
- 6.10 Valuation.** Where a valuation is provided, Fair Market Value and Replacement Cost are the surveyor's opinions based on the Vessel's condition as found, market data, and comparable sales available at the date of survey. Values are not a guarantee of sale price, insurable value, or lender or underwriter acceptance, and may vary with location, market movement, and the Vessel's subsequent condition.
- 6.11 Information Supplied by Others.** OMNI may rely on information supplied by the Client, owner, builder, broker, yard, or other third parties, and on documents presented, without independent verification. OMNI is not responsible for errors or omissions in such information.
- 6.12 Recommendations and Cost Figures.** Recommendations identify deficiencies observed and the surveyor's suggested remedy. Selection of repair methods and contractors and completion of repairs are the Client's responsibility. Cost figures, where stated, are rough-order-of-magnitude estimates for guidance only unless an Invoice Review or detailed repair estimate is included in the scope.
- 6.13 Regulatory Compliance.** References to standards and regulations are provided to assist the Client. The Report does not certify compliance with any standard or regulation unless a specific compliance review is included in the scope and so stated in the Report.
- 6.14 Suitability for Intended Service.** Where the Report expresses an opinion on suitability for intended service, that opinion is based on the conditions found, the service stated by the Client, and completion of the Priority recommendations, and is given as qualified in the Report.
- 6.15 Reservation.** OMNI reserves the right to amend its findings, opinions, and recommendations if conditions or circumstances not reported are subsequently found.
- 6.16 Without Prejudice.** Survey and Report are without prejudice to the question of liability and are subject to the terms and conditions of all interests as they may apply.

7. CLIENT RESPONSIBILITIES

- 7.1 **Access and Authorization.** The Client will obtain the owner's written authorization (and, where applicable, marina, yard, terminal, or port approval) for OMNI to board the Vessel, open compartments, and operate equipment, and will provide keys, access codes, gate passes, and a representative with authority to make decisions on site.
- 7.2 **Vessel Presentation.** The Client will arrange for the Vessel to be ready for survey: lockers, bilges, and machinery spaces cleared of stores and personal effects; batteries charged; fuel, water, and shore power available; and machinery capable of running. Attendance time lost to poor presentation is billable at the applicable rates.
- 7.3 **Haul-Out, Launch, and Sea Trial.** Haul-out, blocking, pressure washing, yard charges, launch, crew, fuel, and sea-trial operation are arranged and paid for by the Client or owner. OMNI does not operate, move, or take custody of the Vessel at any time.
- 7.4 **Documents and Disclosure.** The Client will furnish copies of registration or documentation, prior surveys, maintenance records, repair invoices, equipment manuals, and details of any known defects, incidents, groundings, floodings, fires, lightning strikes, or insurance claims, and will not withhold information material to the survey.
- 7.5 **Safety.** The Client will ensure a safe working environment, including stable blocking and cradles when hauled, safe ladders and staging, isolation of hazardous systems on request, and removal of hazards.
- 7.6 **Hazardous Materials.** The Client will disclose, before Attendance, any known hazardous materials or conditions, including asbestos, fuel vapors, batteries in unsafe condition, refrigerants, or biological hazards.
- 7.7 **Representative and Decisions.** The Client will make a representative available during Attendance to authorize additional work, provide access, and answer questions, and will respond to OMNI's requests for information or decisions within one Business Day where the survey schedule requires.
- 7.8 **Lawful Operation.** The Client is responsible for the lawful operation of the Vessel during the survey, including licensing, crewing, insurance, and compliance with marina, yard, and port rules.
- 7.9 **Accuracy of Information.** The Client warrants the accuracy of the particulars in the Assignment Agreement and of all information supplied, and will promptly notify OMNI of any error or change.

8. FEES, CHARGES, AND EXPENSES

- 8.1 **Fee Basis.** Fees are stated in the Assignment Agreement as a fixed price, a rate per foot of length overall, an hourly rate, or a daily rate, together with any minimum charge. Rates are inclusive of OMNI's administrative overhead: OMNI does not add administrative, handling, coordination, or

other percentage-based surcharges to its fees, to reimbursable expenses, or to Specialist charges.

- 8.2 Estimates and Fixed Prices.** Unless stated to be a fixed price, a quoted fee is an estimate based on the particulars supplied and the Vessel's size, type, location, and condition. The final fee is based on actual scope, time, and conditions encountered. A fixed price assumes the scope, location, Attendance count, and Vessel readiness described in the Assignment Agreement; departures from those assumptions are chargeable under Section 4.6.
- 8.3 Hourly and Daily Rates.** Hourly rates are charged in increments of one quarter hour. A day is up to eight (8) hours on site; time beyond eight hours is charged at the hourly rate. Work on Saturdays, Sundays, and State of Hawaii or U.S. federal holidays is charged at the weekend and holiday rate stated in the Assignment Agreement or, if none is stated, at the standard rate.
- 8.4 Minimum Charges.** Each Attendance is subject to the minimum charge stated in the Assignment Agreement or, if none is stated, four (4) hours at the hourly rate.
- 8.5 Standby and Waiting Time.** Time on site awaiting access, haul-out, launch, sea trial, crew, weather, or Vessel readiness for reasons not attributable to OMNI is charged at the hourly rate.
- 8.6 Travel Time.** Travel time within the island of Oahu is included in the fee unless the Assignment Agreement states otherwise. Travel to and from neighbor islands, the mainland United States, and overseas is charged portal to portal at [50]% of the hourly rate, or at the rate stated in the Assignment Agreement.
- 8.7 Reimbursable Expenses.** Expenses are billed at cost, without markup, handling, or administrative fee, and include airfare and ground transportation; lodging; meals and incidentals at the current federal GSA per-diem rate; mileage at the IRS standard business mileage rate in effect on the date of travel — currently 76 cents per mile for travel on or after July 1, 2026 (IRS Announcement 2026-11), reviewed by the IRS each January and subject to mid-year revision; inter-island travel; parking; marina, yard, terminal, and port access charges; laboratory and testing fees; Specialist charges; courier and postage; printing; and permits. Receipts for individual expenses over \$[75] are provided on request.
- 8.8 Specialist Pass-Through.** Specialist and subcontractor charges engaged through OMNI are passed through at cost. OMNI adds no coordination, handling, or administrative percentage.
- 8.9 Expedited Reports.** Delivery earlier than the standard turnaround in Section 11.1 is subject to availability and to the expedited fee, if any, stated in the Assignment Agreement or quoted in writing before the work is undertaken.
- 8.10 Reliance Letters and Re-Issues.** Reliance Letters, re-addressing, and re-issues under Sections 11.3 and 11.10 are charged at the fee in the Assignment Agreement or OMNI's then-current rate card.

- 8.11 Expert Witness and Litigation Support.** Deposition, testimony, and litigation-support services are provided only under a separate written engagement at OMNI's litigation rates, with a retainer.
- 8.12 Rate Validity.** Quoted fees and rates are valid for [90] days from the date of the Assignment Agreement unless stated otherwise.
- 8.13 Taxes.** Fees and expenses are exclusive of Hawaii General Excise Tax (GET), which is added at the applicable rate (currently 4.712% for Oahu) for Services performed in Hawaii, regardless of the Client's location. Where the Client is required by law to withhold tax, the Client will gross up payment so that OMNI receives the full invoiced amount.

9. RETAINERS, INVOICING, AND PAYMENT

- 9.1 Retainer.** A retainer of [50]% of the estimated fee is payable before the Attendance date is confirmed, unless otherwise stated in the assignment agreement. OMNI may require [100]% for first-time, off-island, or out-of-state Clients, or for engagements requiring travel. Retainers are applied to the final invoice.
- 9.2 Invoicing.** OMNI invoices on completion of Attendance or, for extended engagements, at intervals of not more than [14] days. Invoices are delivered by email.
- 9.3 Payment Due.** Invoices are due on receipt unless credit terms have been agreed in writing under Section 9.10.
- 9.4 Release of the Report.** The Report is released on receipt of cleared payment in full of all fees and expenses.
- 9.5 Late Payment.** Balances unpaid [30] days after the invoice date accrue a late charge of 1.5% per month (18% per annum), or the maximum rate permitted by law if less, from the invoice date until paid. The Client will reimburse OMNI's collection costs, including reasonable attorneys' fees and collection-agency charges.
- 9.6 Disputed Invoices.** Invoice disputes must be raised in writing within [10] days of the invoice date, identifying the disputed items and grounds. Undisputed amounts remain payable when due.
- 9.7 Methods and Currency.** All amounts are in United States dollars. Payment may be made by ACH, domestic or international wire, check drawn on a U.S. bank, or card. Card payments are accepted without surcharge. Bank, wire, and currency-conversion charges on the Client's side are for the Client's account.
- 9.8 No Set-Off.** The Client may not withhold or set off payment against any claim against OMNI.
- 9.9 Rights Reserved.** Until payment in full, OMNI retains all rights, title, and interest in the Report and work product, may withhold the Report, and reserves all remedies available at law, including any lien rights.

- 9.10 Credit Accounts.** Credit terms for insurers, adjusters, law firms, and repeat commercial Clients are available by written agreement and may be withdrawn on notice.

10. CANCELLATION, POSTPONEMENT, STANDBY, AND TERMINATION

- 10.1 Cancellation by the Client.** Cancellation or postponement by the Client is charged according to the notice given, measured to the scheduled Attendance start time:

Notice Given by the Client	Charge
More than [48] hours (or more than [5] Business Days for engagements requiring travel)	Retainer refunded, less non-refundable expenses already incurred
Between [24] and [48] hours	[50]% of the estimated Attendance fee, plus expenses incurred
Less than [24] hours, or on site	[100]% of the estimated Attendance fee, plus expenses incurred

- 10.2 Vessel Not Available.** If the Vessel is not accessible or not ready, or a scheduled haul-out or sea trial does not take place for reasons not attributable to OMNI, the minimum charge under Section 8.4 plus expenses applies, and the balance of the survey is rescheduled at the applicable rates.
- 10.3 Weather and Conditions.** Where OMNI determines that weather or sea conditions make Attendance, haul-out, or sea trial unsafe or unproductive, Attendance is postponed without charge to either party, except that non-refundable travel expenses already incurred remain for the Client's account.
- 10.4 Postponement by OMNI.** OMNI may postpone Attendance for weather or sea conditions, safety, illness, travel disruption, or a conflict of interest identified after engagement, and will reschedule at the earliest mutually available date or refund any retainer for work not performed, without further liability.
- 10.5 Suspension for Non-Payment.** OMNI may suspend the Services, including release of the Report, while any amount is overdue.
- 10.6 Termination for Breach.** Either party may terminate the Agreement by written notice if the other party commits a material breach that is not cured within [7] days of notice.
- 10.7 Termination for Convenience.** The Client may terminate an engagement at any time by written notice, subject to the charges in Section 10.1 and to payment for all work performed and expenses incurred to the date of termination. OMNI may terminate for convenience on written notice, refunding any retainer for work not performed.

- 10.8 Effect of Termination.** Sections 6, 8, 9, 11, 12, 13, 14, 16, 18, and 19 survive termination, together with any other provision that by its nature is intended to survive.

11. THE REPORT: DELIVERY, OWNERSHIP, AND PERMITTED USE

- 11.1 Delivery and Turnaround.** The Report is delivered as a PDF by email to the Client's address in the Assignment Agreement, normally within [10] Business Days after the final Attendance and receipt of payment in full. Casualty, cargo, and multi-vessel engagements may require longer, as stated in the Assignment Agreement.
- 11.2 Addressee and Purpose.** The Report is prepared solely for the Client and for the purpose stated in the Assignment Agreement. OMNI accepts no duty of care or liability to any other person, and no other person may rely on the Report.
- 11.3 Third-Party Reliance and Reliance Letters.** Any distribution of the Report beyond the parties permitted by Section 11.4, and any reliance by a third party — including a subsequent buyer, seller, or broker — requires OMNI's prior written consent, which may be given by a Reliance Letter. A Reliance Letter is issued at OMNI's discretion, for the same Vessel and the same survey date, subject to the fee in Section 8.10, and confirms that the named party may rely on the Report subject to these General Terms. A Reliance Letter does not update the Report.
- 11.4 Insurers, Lenders, and Advisors.** The Client may furnish the Report to the Client's own insurer, underwriter, lender, attorney, or accountant for the stated purpose without a Reliance Letter. Those parties receive the Report subject to these General Terms.
- 11.5 Ownership and License.** The Report, field notes, photographs, templates, calculation worksheets, and all work product are the copyright and property of OMNI. The Client receives a non-exclusive, non-transferable license to use the Report for the stated purpose on payment in full.
- 11.6 No Alteration or Partial Reproduction.** The Report may not be altered, excerpted, summarized, or reproduced in part. Any permitted reproduction must be of the complete Report, including the limitations in Section 6 and the surveyor's qualifications.
- 11.7 No Marketing Use.** Neither the Report nor OMNI's name, credentials, or logo may be used in advertising, listings, brochures, social media, or sales materials without OMNI's prior written consent.
- 11.8 Authentic Report.** The Report is issued as an electronically signed PDF. Only the PDF issued by OMNI, or a copy verified by OMNI, is the authentic Report. OMNI is not responsible for printed, forwarded, or edited copies.

- 11.9 Records Retention.** OMNI retains the Report, photographs, field notes, and file for [7] years from the date of the Report, after which they may be destroyed without notice. Photographs are unaltered digital images and form part of the survey record.
- 11.10 Corrections and Re-Issue.** Clerical errors in the Report will be corrected without charge on written request within [30] days of issue. Re-inspection, re-survey, or re-issue following repairs or changes to the Vessel, a change of Client, or a change of purpose is a new engagement.
- 11.11 Currency of the Report.** Underwriters, lenders, and other recipients apply their own rules on how recent a survey must be. OMNI makes no representation that the Report will be accepted for any purpose or remain acceptable for any period after the survey date.
- 11.12 Electronic Delivery.** The Client accepts the risks inherent in email delivery, including delay, interception, and corruption, and will verify that the Report received is complete. OMNI will re-send the Report on request.

12. CONFIDENTIALITY, PRIVACY, AND DATA

- 12.1 Confidentiality.** OMNI will keep confidential the Client's identity, the Report, and non-public information concerning the Vessel and the transaction, and will not disclose them except as permitted by this Section.
- 12.2 Instructing Party.** Where OMNI is instructed by an Instructing Party under Section 3.4, the Report is delivered to the Instructing Party. The owner, operator, assured, or counterparty is not entitled to a copy from OMNI unless the Instructing Party so directs.
- 12.3 Permitted Disclosures.** OMNI may disclose confidential information (a) as directed by the Client in writing; (b) to Specialists and subcontractors bound by equivalent obligations; (c) to OMNI's insurers, attorneys, and accountants; (d) as required by law, subpoena, court order, or the disciplinary process of a professional society of which the surveyor is a member; or (e) where the information is public or independently obtained.
- 12.4 Professional Use.** OMNI may retain and use anonymized data, photographs, and findings for professional development, training, comparable-sales research, and internal quality purposes, provided the Client, the Vessel's name, and identifying numbers are not disclosed.
- 12.5 Personal Data.** OMNI collects personal data (names, contact details, vessel ownership information, and payment details) to perform the Services, invoice, and maintain records. OMNI does not sell personal data. Data is stored on access-controlled business systems and cloud services, may be processed outside Hawaii, and is retained for the period in Section 11.9 unless a longer period is required by law.
- 12.6 Cloud and AI-Assisted Tools.** OMNI uses cloud-based storage, productivity, and software-assisted drafting tools, including AI-assisted tools, under contractual confidentiality terms. The

surveyor reviews and is responsible for all Report content. The Client may restrict the use of such tools for its engagement by written notice before Attendance.

- 12.7 Security Incidents.** OMNI will notify the Client without undue delay of any confirmed unauthorized access to the Client's confidential information in OMNI's custody.
- 12.8 Duration.** The obligations in this Section survive completion or termination of the engagement for [5] years, and indefinitely for information that remains non-public.

13. LIMITATION OF LIABILITY

- 13.1 Liability Cap.** OMNI's total aggregate liability to the Client, and to any person claiming through the Client, arising out of or in connection with the Agreement, the Services, or the Report — whether in contract, tort (including negligence), breach of statutory duty, or otherwise — is limited to the total fees paid to OMNI for the engagement under which the claim arises.
- 13.2 Excluded Losses.** In no event is OMNI liable for loss of use, loss of profit, loss of charter or hire, loss of a sale or financing, diminution in value, cost of substitute survey, transport, haul-out, or storage, or any indirect, incidental, special, exemplary, or consequential loss, even if advised of the possibility of such loss.
- 13.3 Notice and Time Bar.** Any claim against OMNI must be notified in writing, with particulars, within [30] days after the Client becomes aware of the facts giving rise to the claim, and any action or proceeding must be commenced within one (1) year after the date of the Report, failing which the claim is waived and barred.
- 13.4 Basis of Bargain.** The Client acknowledges that OMNI's fees reflect the limited scope of a visual survey and the limitations in this Section and in Section 6, that the Client could have engaged additional or specialist services at additional cost, and that OMNI would not provide the Services without these limitations. If any cap or exclusion is held unenforceable, OMNI's liability is limited to the fullest extent permitted by law.
- 13.5 Personnel.** No claim may be brought against OMNI's principal, employees, or subcontractors personally. This Section is for the benefit of, and may be enforced by, each of them.
- 13.6 Specialists.** OMNI is not liable for the work, findings, or omissions of Specialists or subcontractors engaged under Section 4.7, whose liability is governed by their own terms.
- 13.7 Third-Party Claims.** The limitations in this Section apply to claims by any person claiming through or under the Client, and to any person who relies on the Report with or without OMNI's consent.
- 13.8 Contributory Causes.** Where a loss is caused in part by the Client, the owner, a Specialist, or any third party, OMNI's liability is reduced to the extent of that contribution.

14. INDEMNIFICATION AND INSURANCE

- 14.1 Indemnity.** The Client will indemnify, defend, and hold harmless OMNI and its principal, employees, and subcontractors from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) arising out of (a) any use of or reliance on the Report by a person other than the Client, or for a purpose other than the stated purpose; (b) the Client's breach of the Agreement; (c) inaccurate or incomplete information supplied by or on behalf of the Client; or (d) operation of the Vessel, haul-out, launch, or sea trial, except to the extent caused by OMNI's gross negligence or willful misconduct.
- 14.2 Vessel Insurance.** The Client will carry, or ensure the owner carries, hull and liability insurance covering the Vessel during survey, haul-out, launch, and sea trial, and will not look to OMNI for damage to the Vessel or injury occurring during such operations, except to the extent caused by OMNI's gross negligence or willful misconduct.

15. INDEPENDENT CONTRACTOR; NO AGENCY OR ADVICE

- 15.1 Status.** OMNI is an independent contractor. Nothing in the Agreement creates a partnership, joint venture, employment, agency, or fiduciary relationship between the parties.
- 15.2 No Brokerage or Adjusting Authority.** OMNI is not a yacht broker, dealer, repairer, insurance agent, or adjuster, has no authority to bind the Client or any insurer, and does not negotiate price, terms, coverage, or settlement on the Client's behalf.
- 15.3 Vessel Operation.** Operation and navigation of the Vessel during sea trial, haul-out, and launch remain at all times with the owner, captain, or yard.
- 15.4 No Legal, Tax, or Financial Advice.** Nothing in the Services or the Report is legal, tax, insurance, or investment advice. The Client should obtain its own advice on purchase, finance, insurance, tax, documentation, and regulatory matters.
- 15.5 Non-Exclusivity.** OMNI is free to provide services to other clients, including parties with interests adverse to the Client, subject to Sections 3.7, 12, and 16.

16. DISCLOSURE STATEMENTS

In accordance with the SAMS Code of Ethics and the IIMS Code of Conduct, OMNI makes the following disclosures, each of which the Client acknowledges by accepting the Agreement.

- 16.1 Independence and Financial Interest.** OMNI and its surveyor have no present or contemplated financial interest in the Vessel or in its sale, purchase, finance, insurance, or repair, and will not acquire such an interest while the engagement is open. Any exception will be disclosed in writing before Attendance.

- 16.2 Fee Not Contingent.** OMNI's compensation is not contingent on the findings, condition ratings, valuation, or any conclusion in the Report, nor on the completion of any sale, financing, insurance placement, or claim.
- 16.3 Referral Fees and Gratuities.** OMNI neither pays nor accepts referral fees, commissions, gratuities, or other consideration from brokers, dealers, yards, repairers, lenders, or insurers in connection with any engagement.
- 16.4 Prior Involvement.** OMNI will disclose, before Attendance, any prior survey, valuation, or other professional involvement with the Vessel, the owner, or the counterparty known to OMNI. Where OMNI has previously surveyed a vessel for a different client, OMNI does not disclose that client's identity or report. Prior involvement does not of itself disqualify OMNI, but is disclosed so that the Client may decide whether to proceed.
- 16.5 Credentials and Standards.** OMNI's principal surveyor is Harry Guiang, Accredited Marine Surveyor of the Society of Accredited Marine Surveyors (SAMS-AMS) and Member of the International Institute of Marine Surveying (MIIMS). Surveys are performed in accordance with those organizations' codes and recommended practices and, where applicable, AIMU survey standards. Credentials are available for verification on request.
- 16.6 Non-Regulatory Status.** OMNI is a private surveying firm. The Report is not a U.S. Coast Guard inspection, classification society survey, flag-state certificate, or governmental approval, and does not certify regulatory compliance unless a specific compliance review is included in the scope and so stated in the Report.
- 16.7 Valuation and Appraisal Status.** Where a valuation is included, it is an opinion of value prepared by a marine surveyor from market data and the Vessel's condition as found. It is not a certified appraisal under the Uniform Standards of Professional Appraisal Practice (USPAP) unless expressly stated. Where a valuation is intended for a charitable donation, estate, or other tax purpose, the Client must state that purpose in the Assignment Agreement before Attendance and is responsible for confirming with its tax advisor that the Report meets the applicable "qualified appraisal" requirements.
- 16.8 Photography and Recording.** OMNI takes digital photographs and may record video and measurements during Attendance, as described in Section 5.9. Images are unaltered and are retained under Section 11.9.
- 16.9 Instruments and Technology.** OMNI uses the instruments and tools described in Section 5.8, including software-assisted drafting, and handles Client information under Section 12. The Client may restrict the use of specific tools by written notice before Attendance.
- 16.10 Relationships in the Marine Community.** OMNI knows, and may have professional relationships with, brokers, yards, repairers, and suppliers in Hawaii's marine community. OMNI does not accept consideration from them in connection with any engagement and does not recommend specific contractors unless asked, and then without warranty.

16.11 Business Registration and Tax. OMNI is a limited liability company registered to do business in the State of Hawaii, Hawaii General Excise Tax License No. GE-123-762-8416-01. GET is passed through at the applicable rate as stated in Section 8.13.

16.12 Complaints. Concerns regarding the conduct of a survey may be raised under Section 17.

17. COMPLAINTS AND PROFESSIONAL CONDUCT

17.1 Raising a Concern. Concerns regarding the conduct of the Services or the content of the Report should be raised in writing to harryg@omni-marinesurveying.com. OMNI will acknowledge a written complaint within [5] Business Days and respond substantively within [20] Business Days.

17.2 Professional Societies. If a professional-conduct complaint is not resolved, the Client may refer it to the Society of Accredited Marine Surveyors (marinesurvey.org) or the International Institute of Marine Surveying (iims.org.uk) under their published procedures.

17.3 No Suspension of Obligations. Raising a complaint does not suspend the Client's payment obligations or extend the time limits in Section 13.3.

18. DISPUTE RESOLUTION AND GOVERNING LAW

18.1 Governing Law. The Agreement is governed by the general maritime law of the United States and, to the extent that law does not apply, by the laws of the State of Hawaii, without regard to conflict-of-laws principles.

18.2 Negotiation and Mediation. The parties will first attempt in good faith to resolve any dispute by direct negotiation between principals within [30] days of written notice. Failing resolution, either party may require non-binding mediation in Honolulu, Hawaii, before a mutually acceptable mediator, with the mediator's fees shared equally.

18.3 Forum. Subject to Section 18.2, any action arising out of or relating to the Agreement shall be brought exclusively in the state or federal courts located in Honolulu, Hawaii, and each party submits to the personal jurisdiction of those courts. [Alternative: binding arbitration in Honolulu, Hawaii, administered by Dispute Prevention & Resolution, Inc. (DPR) under its commercial arbitration rules, with judgment on the award enforceable in any court of competent jurisdiction.]

18.4 Attorneys' Fees. The prevailing party in any action or proceeding is entitled to recover its reasonable attorneys' fees and costs.

18.5 Jury Waiver. To the extent permitted by law, each party waives trial by jury in any action arising out of the Agreement.

- 18.6 Injunctive Relief.** Nothing in this Section prevents OMNI from seeking injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property or confidential information.

19. GENERAL PROVISIONS

- 19.1 Notices.** Notices must be in writing and delivered by hand, courier, or email to the addresses in the Assignment Agreement (for the Client) and to 828 Auahi St. Unit 301, Honolulu, Hawaii 96813 or harryg@omni-marinesurveying.com (for OMNI). Email notice is effective on confirmation of receipt.
- 19.2 Assignment.** The Client may not assign the Agreement or the benefit of the Report without OMNI's prior written consent. OMNI may use subcontractors in accordance with Section 4.7.
- 19.3 Force Majeure.** Neither party is liable for delay or failure caused by events beyond its reasonable control, including weather and sea conditions, natural disaster, port, yard, or marina closure, illness, travel disruption, labor action, or government action. Time for performance is extended accordingly.
- 19.4 Severability.** If any provision is held invalid or unenforceable, the remainder continues in effect and the provision is enforced to the fullest extent permitted.
- 19.5 Waiver.** No waiver is effective unless in writing, and no waiver of one breach is a waiver of any other.
- 19.6 Amendment.** The Agreement may be amended only in writing signed by both parties; an exchange of emails expressly confirming an amendment by both parties satisfies this requirement.
- 19.7 Survival.** Sections 6, 8, 9, 11, 12, 13, 14, 16, 18, and 19 survive completion or termination of the engagement.
- 19.8 Electronic Signature and Counterparts.** The Assignment Agreement may be executed electronically and in counterparts, each of which is an original and all of which together constitute one instrument. Signatures delivered by PDF or an electronic-signature platform are binding.
- 19.9 Third-Party Beneficiaries.** Except for the persons protected by Section 13.5, no third party has any right to enforce the Agreement.
- 19.10 Entire Agreement.** The Agreement is the entire agreement between the parties for the engagement and supersedes all prior proposals, quotations, and communications relating to it.

20. SURVEY TYPES AND SCOPE DESCRIPTIONS

The survey types offered by OMNI are described below. Each is subject to the Survey Limitations in Section 6. Items not listed under a scope are excluded unless added in writing and priced in the Assignment Agreement.

Survey Type	Scope Summary	Primary References
Condition & Valuation (C&V) / Pre-Purchase	Hull, deck, and structure (percussion sounding and moisture readings of accessible laminate); machinery (external condition and dockside run); fuel, electrical, plumbing, steering, and sanitation systems; ground tackle; safety, firefighting, and lifesaving equipment; navigation and communication equipment; cosmetic condition. Condition ratings, PRIORITY / ADVISORY / OBSERVATIONS recommendations, suitability for intended service, and Fair Market Value and Replacement Cost with comparables. Sea trial and haul-out attendance as arranged.	SAMS / IIMS practice; ABYC Standards; NFPA 302; 33 CFR and 46 CFR; builder documentation
Insurance Survey	As for C&V, scoped to the underwriter's requirements; suitability for the intended service and navigation limits; Recommended Insured Value where requested.	AIMU survey guidance; ABYC; NFPA 302
Valuation Only (attended or desktop)	Opinion of Fair Market Value and Replacement Cost from a limited attendance or from documents and photographs supplied, with comparables; no condition survey or recommendations.	Market data; brokerage and sales records
Damage / Hull & Machinery (H&M)	Post-casualty attendance; nature, cause, and extent of damage; reconstruction of the loss sequence from statements, logs, and correspondence; repair scope and cost (rough-order-of-magnitude estimate or Invoice Review); separation of salvage and repair costs; loss summary and recommendation subject to policy terms.	AIMU; builder / OEM data; ABYC; 46 CFR Part 4
Invoice / Repair-Cost Review	Line-by-line review of submitted invoices and estimates against prevailing Hawaii marine rates; each line classified Approved Fair & Reasonable, At Cost Only, or Not Approved; summary reference table and reconciliation workbook.	AIMU; prevailing market rates

Survey Type	Scope Summary	Primary References
Bunker Survey	Tank soundings and calibration tables with trim and list corrections; temperature and VCF; volume at 15°C and metric tons; Bunker Delivery Note reconciliation; Letter of Protest where the discrepancy exceeds $\pm 0.50\%$; Certificate of Bunker Quantity.	ASTM D1250 (Table 54B); API MPMS 17.1 / 17.2; MARPOL Annex VI
Draft Survey	Six-point draft readings; quarter-mean draft; trim, heel, and density corrections; deductibles; cargo quantity by displacement difference.	UN ECE Draft Survey Code; ship's hydrostatic tables
Cargo Survey (damage, outturn, shortage, container)	Condition of goods and packaging; container and seal condition; cause and extent of loss; segregation and mitigation; devanning attendance and tally; field tests where applicable; AIMU-aligned Certificate of Survey.	AIMU Certificate of Survey; IMO CTU Code
Load & Stow / Lashing & Securing	Attendance during loading or discharge; stowage, lashing, and securing against the Cargo Securing Manual; lashing-calculation review; pre-loading condition and tally; photo record with timeline.	IMO CSS Code (Annex 13); Cargo Securing Manual; CTU Code
Trip & Tow / Tow Suitability	Tug, barge, and towed-vessel condition; towing gear (wire, chain, bridle, emergency tow line) and bollard pull; dead-ship readiness; tow plan review; towing and voyage recommendations.	USCG CGTTP 3-71.4; MSIB 16-002; industry towing guidelines
On-Hire / Off-Hire Condition	Condition of the vessel at delivery or redelivery; damage schedule with photographs; bunkers remaining on board; equipment inventory.	Charter-party terms; BIMCO practice
P&I Attendance	Condition and claims attendance on behalf of P&I interests, including damage, pollution, and injury incidents; evidence preservation and reporting.	Club instructions; AIMU
Regulatory Readiness Review (Subchapter M towing vessels; commercial fishing vessels)	Gap review of the vessel and documentation against the applicable regulatory requirements; findings and corrective-action list. Not a U.S. Coast Guard inspection and not a certificate of compliance.	46 CFR Subchapter M; 46 CFR Part 28; applicable NVICs
Consultancy / Owner's Representation	Repair monitoring, acceptance attendance, project oversight, and technical advice under a defined written scope; reports as agreed.	As stated in the Assignment Agreement

21. CLIENT PRE-SURVEY CHECKLIST

To be completed by the Client before the scheduled Attendance. Items not in place on the day may result in standby charges or rescheduling under Section 10.

Item	Responsible	Done
Owner's written authorization to board, open compartments, and operate equipment; marina, yard, or port access approved	Client / Broker	[]
Keys, access codes, gate passes, and a representative with decision-making authority on site	Client	[]
Vessel documentation: USCG Certificate of Documentation or state registration; HIN legible; prior surveys	Client / Owner	[]
Maintenance logs, repair invoices, equipment manuals, and known defects or incidents disclosed	Client / Owner	[]
Haul-out booked (date and time); pressure wash; blocking; yard safety rules provided	Client / Yard	[]
Sea trial arranged: captain, crew, fuel, [1–2] hours, weather window	Client / Owner	[]
Batteries charged; shore power connected; fuel and water aboard; machinery able to run	Owner	[]
Lockers, bilges, and engine spaces cleared of stores and personal effects	Owner	[]
Hazardous materials or conditions disclosed (Section 7.6)	Client / Owner	[]
Hull and liability insurance in force for the Vessel during haul-out and sea trial (Section 14.2)	Owner	[]
Purpose of survey and intended Report recipients confirmed in the Assignment Agreement	Client	[]
Retainer paid; Attendance date confirmed in writing	Client	[]

DOCUMENT CONTROL

Document	OMNI Marine Surveying — General Terms & Conditions of Engagement
Version	1.0
Effective Date	January 1, 2026
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Issued By	Harry Guiang, SAMS-AMS, MIIMS — Principal Marine Surveyor Hawaii.
Questions	harryg@omni-marinesurveying.com +1 808.778.9545

These General Terms are incorporated by reference into every OMNI Assignment Agreement. A signed Assignment Agreement, or any act of acceptance described in Section 1.3, constitutes acceptance of the version of these General Terms in force on its date.