



SHIP REPAIRERS STANDARD TERMS & CONDITIONS

1) Definitions

Agreement means this document.

Customer means the person, firm, body corporate, association or company who, or on whose behalf, requests the repairer to perform the works.

Repairer means *Rotational Alignment Technologies Ltd* and any of its employees, agents or subcontractors.

Vessel means the boat or watercraft described on any quotation, invoice, job sheet or other document issued by the Repairer to the Customer and it includes the hull, motor(s), controls, equipment, accessories, dinghies, tenders, and their motors.

Works means all works carried out by the Repairer at the request of the Customer, its employees or agents, including without limitation:

All repairs, maintenance, improvements or shipwright work:

The supply of all machinery, parts, materials, equipment, accessories, labour or specialised tools, and/or the removal from the vessel of any machinery, parts, materials, equipment or accessories. Any operational movement or storage of the vessel.

2) Authorisation

The Customer warrants that it is the owner of the vessel or the vessel owner's agent and that it has the authority to request that the repairer performs the works.

3) Quotations

The Customer acknowledges that the quotes for works are valid for the period stated in the quote.

INITIAL & DATE HERE

4) Payment

The Customer agrees to pay the Repairer on the 20th of the month following the date of the invoice. If the Customer owes any amount on any invoice after the expiration of 30 days from the date on the invoice, the Repairer will be entitled to claim interest at the weighted average interest rate on credit outstanding as published by the Reserve Bank of New Zealand from time to time.

The Customer agrees that until all outstanding invoices together with any interest charges or other costs payable have been paid in full the title of any machinery, parts, materials, equipment, and accessories supplied by the Repairer does not pass to the Customer.

5) Liability and Indemnity

To the extent the Consumer Guarantees Act or any similar national legislation apply to this agreement then certain conditions and warranties will be implied into this agreement to the benefit of the Customer. Those conditions and warranties cannot be excluded, restricted or modified by any provision of this agreement.

However where the Customer carries on a business as defined in the Consumer Guarantees Act (or its equivalent) it agrees it is acquiring the services of the Repairer for the purposes of that business and nothing in the Act shall apply.

6) Liability Limitation

Except as provided for in this Agreement the Repairer's liability in respect of supplied product and service shall not exceed the price of such product and service.

7) Liability of employees, agents and sub-contractors.

It is expressly agreed that every exemption from liability, defence, immunity and right under this agreement will extend to and protect every employee, agent and sub-contractor defined as the Repairer in this agreement and in this regard the Repairer who is a party to this agreement will be deemed to be acting as agent or trustee on behalf of all repairers.

8) Sub-contracting and Indemnity.

The Repairer is entitled to sub-contract on any terms the whole or part of the works. Sub-contractors shall fully compliant with the Repairer's and the Customer's Health & Safety and standard operating procedures.

INITIAL & DATE HERE

9) Force Majeure.

If the Repairer by any reason of any matter beyond it's control including without limitation any Act of God; strike ; lock-out or labour disturbance; war or war-like condition; Act of terrorism; civil riot ; sabotage; explosion; lightning; fire; earthquake; landslide; tidal wave; storm; flood; or other extraordinary weather conditions; quarantine; requirements of Government authorities; unavailability or delay in supplies (including electricity , oil, gas) equipment or transport; refusal of or delay in obtaining governmental or quasi-governmental approvals, consents, permits or licences; or otherwise is unable to perform any part of it's obligations under this agreement to the extent and for the period that it is not reasonably able to perform, the Repairer will not be liable to the Customer.

10) Time bar

The repairer will not in any circumstances be liable for any claim for loss, damage, injury (including any economic or consequential loss) arising out of or in any way connected with the performance of the works, whether involving negligence of the Repairer or otherwise, unless such claim is made in writing within six (6) months of the earliest of the following occurring.

- The works being completed or
- The vessel leaving the care, custody or control of the Repairer.

On behalf of the Customer, I acknowledge that I have read and understood Rotational Alignment Technologies Terms and Conditions of Trade. I confirm that I am authorised to act on behalf of the Customer and sign acceptance of these Terms and Conditions of Trade and acknowledge that my signing legally binds the Customer to these Terms and Conditions of Trade.

FULL NAME OF CUSTOMER:

.....

FULL NAME OF CUSTOMER'S SIGNATORY:

.....

SIGNATORY'S POSITION HELD IN CUSTOMER'S COMPANY:

.....

SIGNATURE:

DATE:

.....

Send this completed form to:

info@rat.nz