



Agreement for Marine Survey
or
Independent Superintendency

Independent Surveyor/Superintendent

Capt. Marinov Rosilen

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Professional Logo

A signed agreement between

NAME: _____

Address: _____

Telephone: _____

E-mail: _____

Representative of owner: YES NO

called as a client in this agreement, and Capt. Rosilen Marinov, as independent surveyor/superintendent, agreed to conduct an unbiased survey/superintendency as marked appropriately below:

- ON-OFF Hire Survey
- Non-liquid Cargo Survey
- Draft Survey
- Pre-purchase Survey
- Compass Deviation Calculation
- Stowage and Securing Calculations for Non-Standardized Cargo Units
- Independent Superintendency/ Nautical matter advisory
- Livestock loading/discharge survey

1. The survey report should be completed and presented to the client within five working days after completion of the survey in compliance with term 23. The preferred mode for submitting the survey report with attached photos is pdf format due signed. A hard copy of the report and photos might be sent via post office or courier at the client's request.

2. The report shall remain the exclusive property of the surveyor, and distribution beyond its intention for clients' needs is strictly prohibited without written permission by the surveyor.

3. Agreed date for carrying out the survey/inspection to be done on date: _____, location of survey/inspection _____

Name of vessel _____

Commodity if requested _____

Client representative, if ticked above:

Name: _____

Phones: _____

Mobile: _____

E-mail: _____

Location of Survey/Inspection: _____

4. The report's Conclusions relate solely to the time and place of the survey/inspection accomplished.

TERMS AND CONDITIONS

5. Scope of Survey.

The conducted survey will include visual examination/checking/testing of exposed and readily accessible areas and objects, taking photos, discussion with the responsible personnel onboard, examination of documents/certificates available on-board and attaching copies to the report to confirm the unbiased results. In addition, the ship personnel should render appropriate assistance to facilitate the survey/inspection to suit the client's requirements, but their security and safety duty obligations remain.

The survey/inspection does not contemplate, dismantle, or remove any coverings for access in case this can affect any condition of the ship, cargo, or other objects.

Any testing/dismantle/removal of any objects done by the surveyor/superintendent will be performed solely at present and under the written consent of client representatives, so any consequences of this testing/dismantle/removal will remain the client's responsibility only.

Latent, concealed defects or faulty designs are excluded from the survey/inspection but may be included in the report when disclosed.

6. The client will be kindly invited to arrange safety/security formalities of entrance/egress from the ship/port area and inform the surveyor/superintendent of the date of inspection, name of the ship and full style of the ship's agent. The client or his representatives' signature of this agreement grants permission to board the above vessel by the surveyor/superintendent or his servants.

7. Upon receiving the inquiry, the client will be duly informed about the assumption of the job and fees owed to the surveyor/superintendent work within 24 hours of the request.

8. Having agreed to enter this contract, the client should issue clear written and signed instructions sent by email, post, courier or any other more convenient way for his requirements, the scope of the survey, and to disclose all known details, including any hazards, dangers, actual and potential risks.

Received instructions assume that the Client and his representatives will cooperate in all respects to render assistance and eliminate all obstructions for the proper performance required by survey/inspection.

9. The surveyor/superintendent has a right to request any reasonable job to be done in advance to speed up or facilitate the survey/inspection of the client's instructions and to review any ship's document/certificate related to the client's request. In addition, the client, in written form, can request any additional work, and the client will be reasonably charged separately for the other job done if needed.

10. To suit the client's requirements, The surveyor/superintendent will approach the scope of inspection/survey/task unbiasedly to his best professional knowledge with reasonable care, skill, and diligence. In case of any unforeseen or hidden circumstances not disclosed or raised during the inspection, the surveyor/superintendent must inform the client at once, and if the details are beyond his professional knowledge or should approach in bias manner, any interested party which compromising his reputation, the surveyor/superintendent has a full right to cancel the survey/inspection. It must be compensated until the client's date/hour pro rata.

11. The surveyor/superintendent should follow all established ship's rules for safety and security outlined in Company SMS after a short briefing with the client or his servants.

12. The report and results will be disclosed to the client as mentioned above solely and not disclosed to any third party under any circumstances except with explicit and written request by the client.

Therefore, the surveyor/superintendent has not any obligation to any third party, and the client owes a take of care to keep harmless the surveyor/superintendent, its agent/servants/employees from any third-party rights.

13. The report issued by the surveyor/superintendent cannot be used as a warranty of vessel condition, cargo, faulty design, or anything else. The survey/superintendent report's purpose is to disclose the actual state of the inspected object and the reason for the ascertained situation. Any maintenance and repair matters can be discussed as an act of courtesy to the client, but it is not part of the report, and the client should refer to the manuals.

14. The client's obligation is for his employees onboard to conform to all compulsory safety and security international and local rules. Any additional expenses incurred by the surveyor/superintendent due to the client, his agents or employees' failure of safety/security rules will be included later in the invoice.

15. The surveyor/superintendent can cancel the inspection at any time if the compulsory safety and security are compromised by the client/ his agents/employees/jeopardising the safety of the surveyor/superintendent. The client/his agents/employees shall be notified immediately to rectify the problem, and if it is unfeasible or due to reluctance, the fees are owed for the job done up to this date/hour.

16. The surveyor/superintendent must maintain professional indemnity insurance, always valid during the signed agreement with the client.

17. Client can cancel this agreement in writing only using any convenient way. Still, the obligation to pay the fees remains for the job done and expenses until this cancellation, if any. The detailed invoice will be presented in due time for compensation if needed.

LIMITATION OF LIABILITY

18. The surveyor/superintendent will not bear any responsibility for injury, death, damage to any equipment/cargo, grounding and collision or whatsoever else during the ongoing survey/inspection if it is not a breach of a legal duty of care owing to the client or due to any unforeseen circumstances raised of such breach of duty except it is caused by the direct sole negligence of the surveyor/superintendent, which must be affirmatively established.

19. Any complaints from the client must be sent as soon as possible but not later than 30/thirty/ calendar days after receiving the report as the date is assumed to be the date stamped on the recommended letter sent by the post office or date of sending the complaint by e-mail. If the affirmed complaint can be remedied, the client should allow it to be rectified by the surveyor/superintendent as a first option. If the affirmed complaint cannot be reasonably rectified, the customer will be compensated pro rata up to the surveyor/superintendent fees limit. However, this does not relieve the client or his representatives of a payment obligation for the job done according to term 23 in this agreement.

20. Any complaint raised from unforeseen circumstances, latent and concealed defects and deficiencies that cannot be reasonably assumed during the survey/inspection will be excluded. The surveyor/superintendent will not bear liability and will remain the client's responsibility.

21. In any case of an affirmed event of the surveyor/superintendent's direct sole negligence causing direct damage, penalty, and death during the survey/inspection onboard, excluding the criminal acts, the aggregate maximum sum is up to the surveyor/superintendent fees or indemnity insurance.

22. The surveyor/superintendent will not be liable for economic losses such as demurrage, freight, time, tugs, salvage, pilots, charter, crew wages/shares/overtime, bunkering, or similar or substituted expenses. He will endeavour to complete the job in due time to prevent the abovementioned losses for

the client as much as possible the survey/inspection allows. Therefore, the client must ensure timely access onboard, crew preparedness and crew assistance rendered to accomplish the job in due time.

PAYMENTS

23. Signing the agreement, the client or his representatives are agreed and assume the obligation to pay for surveyor/superintendent work the sum of _____ (_____)Euro as the first remittance of 50(fifty) per cent equal to _____ (_____)Euro should be received before the assigned date for survey/inspection otherwise this agreement will become null and void if there is not any additional written consent between the signed parties. The survey report may be delayed until receiving the first payment according to term 1.

The rest 50(fifty) per cent of fees equal to _____ (_____) Euro and all additional disbursements duly described in the invoice with attached vouchers should be remitted within 30 (thirty) calendar days after the date of the survey. The Client owes 4% (four cents) annual interest for any outstanding amounts after the invoice's last date nominated for payment.

24. If the client has not arranged all formalities (access/exit to port/ship/areas or objects are not ready, safety is jeopardised) or for any other reasons and because of that the survey/inspection failed, the client obligation remains to pay all expenses done by surveyor/superintendent until this moment pro rata included in the invoice according to item 23 of this agreement.

25. The client must pay all expenses prorated till day/hour in case the survey/inspection fails due to latent, concealed defects known or unknown, unforeseen, force majeure circumstances or faulty design.

26. The payments for survey/inspection done owe according to item 23 in any case, including the conditions of insolvency, bankruptcy, reorganisation of the client's legal entity or whatsoever government, administration or legal act against the client or his employment or his representatives from the beginning of signing until completion of this agreement.

MISCELLANEOUS

27. This agreement is in force from the date of signing until receiving all due payments. On receiving all costs, this agreement becomes invalid, and the client will be conveniently notified in due course.

28. Neither party can transfer his obligation without the written consent of the other.

29. If this agreement or term of this agreement conflicts with any applicable law/statute/lawful regulation, the same becomes null without effect and force, and parties shall correct irregularity within 24 hours when this became known.

30. All parties, representatives or employees involved with this agreement shall not divulge any facts during this agreement to the third parties without written consent.

31. The client or his representatives and surveyor/superintendent acknowledge that they understand and accept all terms and conditions of this agreement before signing it and voluntarily entering the contract.

32. All disputes not covered by this contract should be referred to the commercial law of the place of survey/inspection or as additional agreed between the parties signed this agreement. Under Jurisdiction of _____.

33. Any unapplicable text can be deleted under common consent.

34. Each party to this agreement confirms that they have received the signed copy.

35. The Code of Ethics is an inseparable part of this agreement, attached below after signatures.

Signatures :

For Client or his Representatives: _____ Date _____ Place _____

Client or his Representatives Stamp: _____

For Surveyor/Superintendent: _____ Date _____ Place _____

Surveyor/Superintendent Stamp: _____

This signed agreement contains 6 (six) pages, and the parties have received a signed copy accordingly.

CODE of ETHICS

THIS CODE OF ETHICS AIMS TO PROVIDE WITH CLEAR UNDERSTANDING TO ALL CUSTOMERS OF WHICH PRINCIPLES WILL BE PARAMOUNT FOR THE SURVEYOR/INDEPENDENT SUPERINTENDENT AND HIS SERVANTS

1. APPLICABLE LOCAL AND INTERNATIONAL LAWS WILL DETERMINE ALL ACTIVITIES OF THE SURVEYOR/INDEPENDENT SUPERINTENDENT.
2. ANY SURVEYS, TASKS, AND INSPECTIONS WILL BE CARRIED OUT IMPARTIAL AND UNBIASED SOLELY.
3. SURVEYOR/INDEPENDENT SUPERINTENDENT ALWAYS WILL APPLY DUTY OF CARE AND THE BEST PROFESSIONAL KNOWLEDGE IN THE IMPLEMENTATION OF CLIENT ORDERS.
4. SURVEYOR/INDEPENDENT SUPERINTENDENT WILL NOT ACCEPT ANY ILLEGAL ACTIVITIES REQUESTED BY CLIENTS AS WELL AS THEIR SERVANTS OR PARTNERS.
5. SAFETY AND SECURITY REQUESTS PROVIDED BY CLIENTS OR THEIR SERVANTS WILL BE FOLLOWED AS INSTRUCTED, COMPLYING WITH THE LOCAL, INTERNATIONAL, AND IMO REGULATIONS.
6. THE SURVEYOR/INDEPENDENT SUPERINTENDENT WILL COMPLY STRICTLY WITH CLIENT REGULATIONS, WHICH IS NOT CONTRADICT WITH LOCAL AND INTERNATIONAL LAWS.
7. SURVEYOR/INDEPENDENT SUPERINTENDENT DECLARE THAT ANY ACTIVITIES WILL BE PERFORMED AVOIDING ANY CONFLICTS OF INTEREST, AND IN CASE THIS ARISES, CLIENTS/ITS SERVANTS WILL BE IMMEDIATELY NOTIFIED.
8. CLIENTS/ITS SERVANTS TAKE FULL RESPONSIBILITY FOR THEIR CONFLICT OF INTERESTS, AND THE OTHER PARTY WILL BE NOTIFIED.
9. SURVEYOR/INDEPENDENT SUPERINTENDENT AND ITS SERVANTS NOTIFY THE CLIENTS/ITS SERVANTS THAT THE INFORMATION OBTAINED DURING THE SURVEYS/TASKS/INSPECTIONS AS WELL AS THE REPORT OR WHATSOEVER INFORMATION, WILL NEVER BE DISCLOSED TO THE THIRD PARTY WITHOUT THE CLIENTS/ITS SERVANT'S PERMISSION. THE SAME OBLIGATION WILL BE PERCEIVED BY CLIENTS/ITS SERVANTS REGARDING THE SURVEYOR/INDEPENDENT SUPERINTENDENT/ITS SERVANTS.
10. CONFIDENTIAL INFORMATION OBTAINED DURING THE CONTRACT COULD BE DISCLOSED ONLY IN CASE OF A LEGAL REQUEST BY THE GOVERNMENT AUTHORITIES TO PREVENT, STOP OR INVESTIGATE THE CRIME OR ILLEGAL ACTION WHATSOEVER. THE PARTIES HAVE AN OBLIGATION TO NOTIFY EACH OTHER IMMEDIATELY WHEN THIS CASE ARISES.
11. HIGH ETHICAL PROFESSIONAL STANDARDS ARE MAINTAINED ALWAYS, AND THE SAME IS EXPECTED FROM ANY PARTY WITHIN THE CONTRACT'S DURATION.
12. THIS CODE OF ETHICS IS INSEPARABLE PART OF THE CONTRACT, AND THE CUSTOMER HAS ACCEPTED IT.