

OUR CHARGES

Our standard hourly rate is \$135 EX GST(subject to change without notice) **per technician** plus travel to and from the work site. Where appropriate or necessary (WHS Laws) we will use 2 technicians to complete the job and in most instances this results in a more efficient turn around time.

Estimates are provided on a best endeavours basis only, as once work commences additional issues may become apparent, work will be charged based upon the price of parts provided by The Company plus labour which will be charged by the hour or part thereof and may include time taken to research, source and purchase any materials provided.

DEPOSITS / PROGRESS PAYMENTS

Non stock parts are ordered once payment has been received prior to commencement of work. Labour and stock parts or miscellaneous items will be charged on completion. Progressive Labour payments made be requested on large jobs at our discretion.

PAYMENTS

Payment will be due in full upon completion of the work (invoice provided).

To Proceed please provide the following information, sign and date and return to accounts@techmarine.com.au

Name:

Address:

Email:

Mobile: **Vessel Name:**

VesselReg / Vin No: **BOAT LOCATION:**

Signature: **Date:**

TERMS AND CONDITIONS

Please note by signing this agreement you are agreeing to our terms & conditions for this and all future work including verbal orders from the date of this agreement until the agreement is terminated by either party in writing. This document sets out the entire terms and conditions relating to the provision of Works by the Repairer for or on behalf of the Customer.

1. Interpretation

In these terms and conditions: "Customer" includes the person, firm, body corporate, association or unincorporated association (or any agent of any such entity) who enters into the contract with the Repairer to carry out Works. "Prescribed Terms" means the terms, conditions and warranties implied by law into contracts for the supply of goods and services which cannot be excluded, restricted or modified by agreement. "Repairer" means Securecall t/a Techmarine ABN 95 501 157 290 - 60 Seaworld Drive Main Beach QLD

"Vessel" means the vessel upon which the Repairer has agreed to undertake Works. "Works" means all services performed by and all works carried out by the Repairer for and on behalf of the Customer including, without limitation, all parts, units, components, ullage, attachments, accessories, movements of vessels, storage of vessels, shipwright work, repairs, maintenance, improvements, supply of labour and specialised tools.

2. Works Authorisation

2.1 By requesting the Repairer to carry out the Works, the Customer authorises the Repairer to do all acts and things that are in the opinion of the Repairer necessary or desirable to carry out and complete the Works including, without limitation:

- (a) to operate the Vessel or any machinery, part or device on or about the Vessel;
- (b) to remove from the Vessel and/or replace any machinery, part or device; and
- (c) to slip the Vessel.

2.2 The Customer authorises the Repairer to carry out the Works and warrants to the Repairer that it has the authority to request the Repairer to carry out the Works.

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2.3 Where the Customer is acting as an agent in requesting the Works, then the Customer is jointly and severally liable with its principal for all amounts payable to the Repairer arising out of the Works.

2.4 Estimates for Works by the Repairer are valid for the period stated in that Estimate unless otherwise advised by the Repairer in writing.

2.5 Prices or rates charged are in Australian dollars and exclusive of all taxes, duties or charges and GST imposed by any government, statutory authority or agency.

3. Dockyard Works

Unless the Repairer otherwise agrees in writing where Works are to be carried out to a Vessel or any machinery, part or device on or about the Vessel at a dockyard, slipway, wharf, jetty or any other place, the Customer authorises the Repairer to move the Vessel and any machinery, part or device on or about the Vessel by whatever means and in whatever circumstances that the Repairer considers appropriate.

4. Reports

While all reasonable care is taken when carrying out inspections for reports and in producing the information in the reports, the inspection will not and the report does not consider the condition of every part of your vessel and in particular the report will relate only to those parts of the vessel which we will be able to inspect without us undertaking major works.

5. Payment

5.1 The Vessel or other goods upon which the Works have been carried out will be retained by the Repairer until the Repairer's tax invoice for the Works, plus all other amounts payable by the Customer to the Repairer, have been paid.

5.2 Unless otherwise agreed in writing by the Repairer, if the Customer fails to pay any amounts due to and invoiced by the Repairer (including any interim or progress payments within the period stated on the Repairer's invoice, the Customer shall be liable to pay interest on that amount at a rate of 13% per annum calculated from its due date for payment until the amount outstanding (plus interest) has been paid in full.

5.3 Before collecting the Vessel or other goods upon which the Works have been carried out, the Customer must inspect the Works and satisfy itself that the Works have been carried out in a proper and satisfactory manner. By collecting the Vessel or other goods, the Customer acknowledges that the Works have been carried out in a proper and satisfactory manner.

5.4 The Vessel or other goods upon which the Works have been carried out must be collected from the Repairer's worksite within 7 days after notification by the Repairer to the Customer.

5.5 If the Vessel or goods are not collected within 7 days after notification by the Repairer to the Customer, then storage charges shall be payable by the Customer.

5.6 Any Works completion date indicated by the Repairer is an estimate only and the Repairer shall not be liable for any failure to complete the works by that date.

6. Lien

6.1 In addition to any workman's or repairer's lien which the Repairer may have over the Vessel or other goods on which the Works have been carried out, the Repairer shall have a general lien over that Vessel or other goods and all other property of the Customer that comes into the possession of the Repairer for any reason until all amounts owing by the Customer have been paid to the Repairer.

6.2 If payment is overdue in whole or in part, or if the Customer suffers any Insolvency Event. The Customer must whenever requested by Techmarine sign all documents and do all acts and things requested by Techmarine to register the interest of Techmarine on the Personal Property Securities Register and such other register as the Company requires under the Personal Property Securities Act ("PPSA").

7. Limitation of Liability

7.1 Where the Customer is a "consumer" as defined by any relevant law such as the The Competition and Consumer Act 2010 (as amended) or similar State laws, then certain terms and rights (the Prescribed Terms) will be implied into these terms and conditions for the benefit of the consumer, which terms and rights and any liability of the Repairer flowing from them cannot be excluded, rescinded or modified by any provision of these terms and conditions.

7.2 Except for the Prescribed Terms, any terms, conditions or warranties not expressly stated in these terms and conditions do not form part of any contract between the Repairer and the Customer. No warranty on existing equipment. No warranty to seaworthiness is given or implied, this is the owner/operators responsibility.

7.3 Subject to the Prescribed Terms, the liability of the Repairer for any breach of any Prescribed Term shall be limited to, at the option of the repairer:

- (a) the replacement of the goods or the supply of equivalent goods;
- (b) the repair of the goods,
- (c) the payment of the cost of replacing the goods or of acquiring equivalent goods;
- (d) the payment of the cost of having the goods repaired;
- (e) the supply of the services again;