

Terms & conditions:

**PAYMENT TERMS:** Owner and Vessel agree to pay Falcon Services Australia (without deduction or offset) for all labor and materials provided in connection with the ordered work as follows: A deposit of \$\_\_\_\_\_ shall be made upon the signing of this Agreement, thereafter Falcon Services Australia will invoice at periodic intervals of \_\_\_\_\_ (monthly if not filled in) until the work is completed. Unless otherwise agreed, payment shall be due upon receipt of invoice. Time is of the essence. ALL CHARGES MUST BE PAID IN FULL BEFORE VESSEL SHALL BE LAUNCHED OR RETURNED TO OWNER. Should Owner or Vessel fail to make the appropriate payments when due, Falcon Services Australia may immediately cease any and all work on the Vessel until it receives, in its sole discretion, adequate assurances that payment will be made pursuant to these terms and conditions. Any amount more than ten days past due shall be subject to default interest at the lesser of (1) twenty percent or (2) the maximum legal rate. Any grant(s) of extensions of time for payment will not diminish, waive, release or discharge the Vessel's or Owner's obligations under this Agreement. In the event Falcon Services Australia deems it necessary to retain counsel and/or a collection agency to collect any unpaid invoices, Owner and the Vessel agree to pay Falcon Services Australia reasonable costs of collection, including, without limitation, lawyer fees, other collection costs and collection agency fees. Owner acknowledges and agrees the services provided by Falcon Services Australia entitle it to a maritime lien against the Vessel, as well as state liens under Australian and WA law. Owner agrees that the liens shall extend to and secure all amounts due Falcon Services Australia under this

Agreement or at law and that no release of possession shall waive or prejudice such liens.

**2. ESTIMATES ARE NOT GUARANTEES:** When requested by customers, Falcon Services Australia will provide cost and completion date estimates to Owner. Any such estimates will be made in good faith and in good faith based on Falcon Services Australia knowledge and experience, but Falcon Services Australia cannot guarantee their accuracy. Owner acknowledges that repair work cannot always be accurately estimated in advance; that once work begins, unforeseen conditions or problems frequently arise; and other factors can affect estimated cost and completion dates. Owner accepts these realities and agrees any estimates furnished are to be used as guidelines only and are not binding on Falcon Services Australia.

**3. PAYMENT OF UNDISPUTED AMOUNTS:** In the event of a dispute or claim with respect to any item(s) of the agreed work, Owner shall promptly on a timely basis the agreed charges for all other items of the work not in dispute.

**4. FALCON SERVICES AUSTRALIA'S REPRESENTATIONS:** Unless otherwise agreed, Falcon Services Australia agrees to perform on a time and material basis the work described in the agreement and any additional work ordered by Owner in accordance with Owner's instructions and good marine practice. Labor will be charged at the hourly rate set out above. If the hourly rate is insufficient in above, labor will be charged at Falcon Services Australia rates currently in effect. Falcon Services Australia reserves the right to increase rates periodically. In the event Falcon Services Australia increases its rates during the term of this Agreement, Owner agrees to pay the increased rates for all work performed thereafter.

**5. OWNER'S REPRESENTATIONS:** Owner represents he or she (1) is the owner of the Vessel or has been authorised by the Owner of the Vessel to enter into this Agreement, (2) has read and agrees to comply with Falcon Services Australia Yard Policies and Best Management Practices Agreement; (3) will maintain marine liability insurance on the Vessel with coverage limits of not less than \$10,000,000; and (4) will inspect and supervise the progress of the ordered work from time to time and will be fully responsible for ascertaining the suitability of the work performed and materials installed for Owner's intended purposes.

**6. CANCELLATION, REFUND OR MODIFICATION OF ORDERED WORK:** In the event Owner elects to cancel, reduce or modify the work ordered, Owner agrees to pay Falcon Services Australia for all work performed by Falcon Services Australia or its subcontractors, and (2) all materials including any shipping or other related costs ordered by Falcon Services Australia (if any available return credit) prior to the time Falcon Services Australia receives actual notice from Owner of the requested change.

**7. LIMITED WARRANTY, DISCLAIMERS, AND EXCLUSIVE REMEDY:** All repairs shall be free of defects in materials under normal service conditions for six months from the earlier of (1) the date work was completed; or (2) the date the Vessel was redelivered to Owner. Falcon Services Australia MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF WHATSOEVER NATURE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF SEAWORTHINESS, WORKMANLIKE PERFORMANCE, AND MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OWNER AGREES THE SOLE AND EXCLUSIVE REMEDY FOR ANY FAULTY OR DEFECTIVE REPAIRS, INSTALLATION OF DEFECTIVE MATERIALS, OR ANY OTHER BREACH SHALL BE STRICTLY LIMITED TO, AT Falcon Services Australia's SOLE ELECTION, TO THE REPAIR, REPLACEMENT OR ADJUSTMENT OF THE FAULTY OR DEFECTIVE WORK OR MATERIALS. Such repair, replacement or adjustment shall be performed by Falcon Services Australia at its yard, unless otherwise mutually agreed. Owner shall be responsible for all costs related to getting the Vessel moved from Falcon Services Australia yard.

**8. LIMITATION OF REMEDY:** Falcon Services Australia SHALL NOT BE LIABLE IN CONTRACT OR AT LAW FOR ANY PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR DAMAGES EXCEED THE LESSER OF (1) \$3,000,000.00 OR (2) THE SUM RECEIVED BY Falcon Services Australia UNDER THIS AGREEMENT.

**9. TIME LIMIT FOR NOTICE OF CLAIMS:** NO CLAIM ARISING OUT OF THIS TRANSACTION, INCLUDING BUT NOT LIMITED TO, CONTRACTUAL CLAIMS FOR BREACH OF CONTRACT AND/OR CLAIMS BASED UPON ALLEGED NEGLIGENCE OR OTHERWISE, SHALL BE VALID AS AGAINST Falcon Services Australia, UNLESS SAID CLAIM IS PRESENTED IN WRITING TO Falcon Services Australia WITHIN SIX (6) MONTHS OF THE EARLIER OF (1) THE DATE THE WORK WAS COMPLETED; OR (2) THE DATE THE VESSEL WAS DELIVERED TO OWNER.

**10. MUTUAL HOLD HARMLESS:** Falcon Services Australia shall defend, indemnify and hold harmless Owner against all claims for payment for services submitted by Falcon Services Australia subcontractors or vendors, all claims for this contract, and all claims for damages, including but not limited to, claims for services submitted by subcontractors and agents from any claim, charge, liability, loss or damage, professional malpractice, occupational sickness, disease or death of any person, including without limitation any employee, contractor or agent of Owner, or for any property damage or loss of use thereof, which is in any way caused, in whole or part, by defects in the Vessel or by the negligence, habitual neglect or willful misconduct of Owner, including employees, agents and subcontractors, unless any such loss or damage is caused by Falcon Services Australia. Upon receipt of a written request of Falcon Services Australia, Owner shall, at its own expense, immediately defend Falcon Services Australia in any arbitration, action, or other proceeding which claim covered by the foregoing provisions is alleged.

**11. FORCE MAJEURE:** Falcon Services Australia shall not be responsible for any loss, damage or delay in ordering repairs resulting from any cause or causes beyond the control of Falcon Services Australia, and not limited to acts of God, war, riots, civil disturbances, weather, flood, fire, explosion, failure of suppliers to deliver supplies or materials, failure of subcontractors to complete work, strikes, labor disturbances or demands, and priorities or allocations of the Australian Government.

**12. DEFAULT AND REMEDY:** The occurrence of any of the following events shall constitute a default under this Agreement: (1) breach by either party of this Agreement, including any act or omission by Owner, which causes any of the representations made in paragraph 2 to be false; and (3) any act or omission by Owner or the Vessel which constitutes a tort against Falcon Services Australia or could be deemed a default by Owner or the Vessel. Falcon Services Australia, in addition to other remedies under Australian or state law, in its sole discretion, may (1) suspend its performance of this Agreement, (2) impose a lien against the Vessel, (3) retain possession of the Vessel until full payment for (4) pursue legal remedies, including non-judicial remedies against the Vessel, and/or marine lien laws.

**13. ADDITIONAL WORK:** If Owner makes an oral or written request to Falcon Services Australia to modify or add to the work requested, the modified or additional work shall be on a time and materials basis. Rates then currently in effect and shall be subject to all other Terms and Conditions of this Agreement.

**14. WORKING CONDITIONS:** Owner or its employees, representatives or subcontractors working on Owner's vessel shall follow Falcon Services Australia facilities, subject to the following restrictions: (1) Owner shall give prior notice to Falcon Services Australia of the work to be performed and by whom; (2) no work shall be performed on any job covered by an order or contract between Owner and Falcon Services Australia until the BOM has been received by Falcon Services Australia and Falcon Services Australia shall have no liability for warranty to owner for any work so performed. Owner assumes all risks for quality and performance of work so performed, and assumes all liability for any damage, loss, delay, claim for death, personal injury or property damage, or other cause of action arising in connection with work so performed and agrees to defend, indemnify and hold Falcon Services Australia harmless from any such damage, loss or claims. Any such work shall at all times be governed by Falcon Services Australia's Yard Policies and Best Management Practices agreement and such other restrictions as Falcon Services Australia deems necessary. Failure to abide by such rules and restrictions shall be a basis for excluding such personnel from Falcon Services Australia's facilities.

**15. POLLUTION:** The Vessel and Owner shall defend, indemnify and hold harmless Falcon Services Australia from all liability and expense, including without limitation cleanup costs, fines, penalties, civil damages, Resource Damage Assessments, costs, and reasonable attorneys' fees, arising out of any environmental pollution attributable to vessel, unless such pollution is affirmatively proved to have been caused by the sole negligence of Falcon Services Australia or its employees.

**16. DISPUTES:** Judgment on the Award may be entered in any court having jurisdiction. This paragraph shall not preclude parties from seeking provisional or enforcement remedies in aid of arbitration or preclude Falcon Services Australia from exercising any lien rights from any court having jurisdiction. The laws of the Western Australia shall govern, except general maritime law will govern any assertion by Falcon Services Australia of its maritime lien rights. Falcon Services Australia shall be entitled to an award of costs, including all legal fees associated with judgment interest, and all associated attorneys' fees.

**17. MISCELLANEOUS:** This contract is the final, exclusive and complete agreement of the parties. Except as provided in paragraph 13 above, this contract may not be changed, modified or altered in any way except by a written instrument signed by the parties. Should any provision of this Agreement be deemed unenforceable, the parties agree that the remaining terms shall remain in full force and effect. any and all old and broken parts will be disposed of by Falcon Services Australia unless written agreement is entered into prior to any works being commenced. It is understood that all agreements entered into via web telephone or text agree to the above terms and conditions signed or unsigned. All web bookings agree to the above terms and conditions via digital signature of completing the booking form.



# Falcon Services Australia

## Service report

Name			Date
Address			Phone
Hour Reading	Engine Make		
Make and Model	License #	Motor #	
Spark plugs:			Replace / Inspect
Fuel line:			Replace / Inspect
PCV system:			Replace / Inspect
Engine oil:			Replace / Inspect
Gear oil:			Replace / Inspect
Grease points:			Replace / Inspect
Anodes:			Replace / Inspect
Battery:			Replace / Inspect
Computer diagnostic:			Saved / Reported (\$50)
Engine oil filter:			Replace / Inspect
Engine fuel filter:			Replace / Inspect
Inboard fuel filter:			Replace / Inspect
Ignition timing:			Inspection
Idle speed:			Set
Water pump seals:			Replace / Inspect
Impeller:			Replace / Inspect
Propeller:			Grease inspection
Hydraulic system:			Inspect
Qty	Part #	Name of Part	
Total cost including GST:		Payment received:	

I hereby authorize the above service work to be done along with the necessary materials and accept terms and condition of Falcon Services Australia and hereby grant you and your employees permission to operate the vehicle herein described for the purpose of testing and/or inspection. An express mechanics lein is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

Work Authorized by \_\_\_\_\_ Date Promised \_\_\_\_\_

Delivered to \_\_\_\_\_ Date Delivered \_\_\_\_\_