



CSR MARINE, INC. TERMS AND CONDITIONS

ALL ESTIMATES DO NOT INCLUDE HIDDEN OR UNDISCOVERED DAMAGE.

CSR MARINE RESERVES THE RIGHT TO REQUEST A DEPOSIT PRIOR TO WORK COMMENCING.

CSR MARINE IMPOSES A SURCHARGE OF 2% ON ALL VISA AND MASTERCARD CREDIT CARD TRANSACTIONS. THIS FEE DOES NOT APPLY TO DEBIT CARD TRANSACTIONS.

TERMS OF SERVICE AND SALE / CONTROLLING PROVISIONS. The terms and conditions of this Marine Service Order shall apply and govern the Customer's vessel Owner's order hereunder. No different of additional terms proposed by the Customer in its offer or in its acceptance shall be accepted by CSR Marine, Inc., and a contract for services and sales hereunder shall result only under the terms and conditions stated herein, unless otherwise agreed in writing signed by CSR Marine, Inc.

COMPLETION DATE. Unless CSR Marine, Inc. specifically declares in writing to complete the vessel on a specific date, there is no warranty of any kind that the vessel will be completed by the estimated completion date noted on Marine Service Order.

PAYMENT AND REDELIVERY. Customer shall pay CSR Marine, Inc., without deduction or offset, for all the labor, materials, and services provided in connection with the referenced work at time of redelivery of the vessel to Customer or within fifteen (15) days of invoice, whichever should occur earlier. Customer shall take redelivery of the vessel within three (3) business days of notice of completion of the work. Failure to timely take redelivery of the vessel shall result in storage charges at the usual and customary rates of CSR Marine for such storage. Interest shall accrue on all overdue invoices at the rate of twelve percent (12%) per annum.

PRICE. Prices are F.O.B. CSR Marine, Inc., and have been established based upon the terms and conditions herein, including limited warranty and limitation of damages and remedies. If Customer desires work and materials provided on different terms and conditions, CSR Marine, Inc. may, but shall not be required to, provide pricing based upon such different terms and conditions. Price estimates or quotations do not include applicable taxes, which shall be payable by Customer, absent applicable tax exemption.

INSURANCE / LOSS/ DAMAGE. CSR Marine, Inc. is not responsible for loss or damage to vessel or articles left on vessel in case of fire, theft or any other cause beyond the control of CSR Marine, Inc. Customer shall keep and maintain good and sufficient marine hull and machinery insurance upon the vessel during the period of the work, with full waiver of subrogation as against CSR Marine, Inc.

TIME LIMIT FOR FILING CLAIMS. It is agreed that no claim arising from this transaction, including, but not limited to, contractual claims for breach of contract and tort claims based upon alleged negligent repair or on the theories of strict liability or otherwise, shall be valid as against CSR Marine, Inc. unless said claim is presented in writing to CSR Marine, Inc. within two weeks of the end of the warranty period, and suit filed within 180 days thereafter.

LIMITED WARRANTY / LIMITATION OF REMEDIES. All workmanship and materials provided by CSR Marine, Inc. are warranted to be free of defects for six (6) months from the date work under this Contract is completed, except as otherwise provided herein. CSR Marine, Inc. further warrants good and clear title to all goods, equipment and materials supplied for the repair of the vessel. CSR Marine's warranty with respect to all customer-furnished equipment installed aboard the vessel by CSR Marine shall be strictly limited to workmanlike installation in accordance with the manufacturer's specifications and good marine practice. CSR Marine, Inc. makes no warranty of any kind, express or implied (including, but not limited to warranties of fitness for particular purpose and warranties of merchantability) with respect to any machinery, equipment, part or accessory not manufactured by CSR Marine, Inc. All such machinery, parts, equipment and accessories shall be covered only by the warranties, if any, of the manufacturer. Upon request, CSR Marine, Inc. will furnish to customer copies of warranties provided by vendors and third-party suppliers of machinery, equipment, parts and accessories. CSR Marine, Inc. will use reasonable effort to arrange all warranties of such manufacturers or suppliers to be for the benefit of the Customer and subject to direct action by the Customer. To the extent the foregoing is not reasonably feasible, CSR Marine, Inc. will upon request, execute and deliver to Customer an assignment of such warranties. All warranties of CSR Marine, Inc. are voided if goods or workmanship, or parts thereof, have been (1) improperly installed, used or maintained, (2) installed, used or serviced in any way other than in conformity with manufacturer's specifications, manuals, or instructions, or (3) have been modified by other than CSR Marine, Inc.

CSR Marine, Inc. and customer agree that the sole and exclusive remedy with respect to liability for any alleged negligent repair of the vessel, installation of defective materials or any breach of this contract or other obligation by CSR Marine, Inc. shall be strictly limited to, at CSR Marine's sole election, repair, replacement or adjustment of the alleged defect or negligent workmanship as the case may be. Any such repair, replacement or adjustment shall be done at the facilities of CSR Marine, Inc., where practicable, with transportation of the vessel to such facility being for Customer's account. Where such repair, replacement or adjustment at the facilities of CSR Marine, Inc. are not practicable, CSR Marine, Inc. may elect to approve the use of third party(ies) to perform the warranty work, but in such event, CSR Marine, Inc. will reimburse the customer only the amount which such work should have cost CSR Marine, Inc., had the work been performed by CSR Marine, Inc. at its facilities.

DISCLAIMER OF WARRANTIES AND LIABILITY LIMITATIONS. EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, CSR MARINE, INC. DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE WORK AND MATERIALS SUPPLIED, INCLUDING ANY WARRANTIES FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR WORKMANSHIP. UNDER NO CIRCUMSTANCES SHALL CSR MARINE, INC., ITS OFFICERS OR EMPLOYEES BE LIABLE FOR ANY LOSS OF USE, LOST PROFITS OR ANY INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES TO CUSTOMER OR ANY THIRD PARTY, WHETHER CAUSED BY BREACH OF ANY OBLIGATION OR CONDITION OR WARRANTY (EXPRESS OR IMPLIED) OR ANY NEGLIGENCE OR OTHER TORT ON THE PART OF CSR MARINE, INC., ITS OFFICERS OR EMPLOYEES.

ADDITIONAL WORK. Upon the written or oral instructions of Customer, CSR Marine, Inc. may perform work different from and /or in addition to the work described in this Contract. Such different and additional work shall be on the basis of time and materials at rates currently in effect and shall be subject to the terms and conditions, including the warranties and limitations, set forth herein.

POLLUTION CONTROL. The vessel and Customer shall indemnify and save CSR Marine, Inc. harmless from all liability and expense, including reasonable attorney's fees, arising out of any environmental attributable to the vessel, except to the extent occurring while the vessel is at CSR Marine's facilities and which is affirmatively proved to have been caused by the negligence of CSR Marine, Inc. or its employees.

BEST MANAGEMENT PRACTICES (BMP). The Customer is required to comply with the posted Best Management Practices. Specifically, Customers are reminded that the discharge of sewage and gray water is strictly prohibited. A list of contractors providing tank pump-outs is available in the office. Customers are required to report spills of any kind immediately to the office.

FORCE MAJEURE. CSR Marine, Inc. agrees to effect the work with reasonable diligence and shall not be liable for any delay in effecting repairs resulting from any cause or causes beyond the control of CSR Marine, Inc. including, but not limited to, acts of god, war, riots, civil disturbances, weather, flood, fire, explosion, failure of suppliers to deliver supplies or materials, delays in transportation of supplies or materials, strikes, labor disturbances or demands, and priorities or allocations of the United States Government.

STATUTORY RIGHTS AND LIENS / POSSESSION. CSR Marine, Inc. reserves all rights, liens and remedies granted by law and shall be entitled to retain possession of the vessel until paid in full for all work provided hereunder. Without limiting the foregoing, it is agreed that CSR Marine, Inc. shall have (1) chattel and vessel repairer's liens under RCW Chapters 61.08 and 61.36 for all work, material and moorage supplied to the vessel, which liens may be foreclosed upon by summary foreclosure procedures provided for under RCW Chapter 61.10, and (2) a storage lien against the vessel and its equipment under RCW Chapter 60.60 for all storage or moorage provided to customer and/or the vessel, and (3) those rights provided for private moorage facilities under RCW Chapter 88.26.

DISPUTE RESOLUTION. The agreement of the parties shall be governed and construed under Washington law. Any and all disputes arising hereunder shall be subject to mandatory arbitration before the King County Superior Court, and the arbitrator shall be an attorney experienced in marine affairs. The parties agree to the exclusive jurisdiction of such court and to the application of such rules regardless of the amount in controversy or the nature of relief sought, and to waive any jurisdictional limitations otherwise imposed by such rules.

SAVINGS PROVISION / COMPLETE AGREEMENT. Should any provision of these Terms and Conditions not be enforceable, such provision and the remaining provisions of these Terms and Conditions shall be enforced to the fullest extent allowed by law. This is the complete agreement of the parties as to the terms provided herein, and may not be altered, modified or supplemented except in a subsequent writing signed by both parties.

I have read, understand, and agree to the above terms and conditions and authorize work to be completed by CSR Marine, Inc.

Customer _____ Date _____

Print Name _____ Phone Number _____

Address _____ City _____ State _____ Zip _____

Vessel _____ Vessel Name _____