



SURVEY APPOINTMENT AGREEMENT

1. Parties

Surveyor: Assoc. Prof. Capt. Oğuz Atik

Client Name: _____

Address: _____

Telephone: _____

Email: _____

2. Vessel Details

Vessel Name: _____

Type: _____

Builder/Model: _____

Year: _____

LOA: _____

Hull Material: _____

Current Location: _____

HIN / Registration: _____

Date of Inspection: _____

3. Type and Scope of Survey

☐ Pre-Purchase Survey

☐ Condition & Valuation Survey

☐ Insurance Renewal Survey

☐ Damage Survey

☐ Limited Structural Inspection

☐ Moisture / Osmosis Inspection

☐ Machinery Visual Inspection Only

☐ Rig Inspection (Visual)

☐ Sea Trial Attendance

The scope is limited to visible and reasonably accessible areas without dismantling or destructive testing unless otherwise agreed in writing.

4. Purpose of Report

- ☐ Purchase Decision ☐ Insurance ☐ Finance ☐ Condition Assessment
☐ Refit Planning ☐ Legal Support ☐ Owner Maintenance Planning

The report shall not be relied upon for any other purpose without written consent.

5. Client Responsibilities

The client shall provide accurate vessel details, arrange access, owner/yard permission, arrange power connection where available, arrange access to machinery spaces, lockers, bilges, and documentation, haul-out if required, and declare any known defects, incidents, or prior repairs. Failure to provide access may materially limit the scope and conclusions of the report. Where access is restricted, denied, unsafe, or impractical, no opinion can be given on that area and no liability shall arise from such limitation.

6. Surveyor Limitations

Excluded unless separately instructed: dismantling machinery, opening sealed linings, removal of joinery, destructive testing, tank internal inspections, ultrasonic thickness gauging, gas/electrical specialist testing, rig unstepping, laboratory analysis, sea trial (unless specifically requested), valuation (unless specifically requested).

7. Specialist Systems and Third-Party Experts

Where specialist subcontractors, marine electricians, engine surveyors, riggers, thermal imaging technicians, ultrasonic inspectors, or other independent experts are instructed or recommended, their findings, conclusions, and opinions remain solely their own responsibility. No liability is accepted for the scope, accuracy, or conclusions of independent third-party reports.

8. Fees and Payment

Survey Fee: € / £ / TRY _____

Additional costs: travel, haul-out attendance, yard waiting time, sea trial attendance, laboratory or specialist subcontractors, expedited reporting, urgent issue/attendance.

Payment Terms:

- ☐ 100% advance payment
☐ 50% booking / 50% on issue
☐ payable on report completion

The report remains confidential and may be withheld from issue until payment is made in full.

9. Delays, Weather, Haul-Out and Sea Trial Attendance

Delays arising from adverse weather, yard scheduling, crane or haul-out availability, launch postponement, sea-trial cancellation, owner non-attendance, or vessel unpreparedness shall not



constitute breach by the surveyor. Any additional attendance, waiting time, repeat visit, or rescheduled sea-trial attendance may be subject to additional fees.

10. Report Issue and Delivery

The completed report shall be issued in digitally secured PDF format, with hard copy available upon request. Digital issue may include password protection, watermarking, and download restrictions in order to preserve document integrity and confidentiality, reflecting best practice in secure report transmission

11. Copyright and Intellectual Property

All intellectual property rights in the report, photographs, thermal or moisture images, diagrams, checklists, and annexes remain vested exclusively in the surveyor.

No part of the report may be copied, circulated, published, or relied upon by any third party without written consent.

12. No Third-Party Reliance

This report is prepared solely for the instructing client. No liability or responsibility is accepted to any third party, purchaser, broker, insurer, financier, marina, or repair contractor who may gain access to the report.

13. Limitation of Liability

The total aggregate liability of the surveyor, whether in contract, tort, negligence, or otherwise, shall not exceed the professional fee paid for the survey service, including any claim for indirect or consequential loss, except in cases of willful misconduct (kast) or gross negligence (ağır kusur), where the applicable provisions of Turkish law shall prevail.

No liability shall arise from latent defects, inaccessible areas, concealed deterioration, or defects developing after the date of survey.

14. Validity Period

The report reflects the condition of the vessel only at the date and time of inspection. No warranty is given regarding future condition, continued serviceability, or defects arising after inspection.

15. Jurisdiction

This agreement shall be governed by the laws of Türkiye, and any disputes shall be subject to the courts of İzmir.

16. Notification of Claims

Any claim arising from this survey, report, or associated services should be notified to the surveyor in writing within six (6) months from the date of report issue, and in any event shall remain subject to the applicable statutory limitation periods under Turkish law.



17. Right to Suspend or Terminate Survey

The surveyor reserves the right to suspend, postpone, or terminate the inspection where conditions are considered unsafe, access is denied, weather is unsuitable, or the vessel is not prepared for survey.

18. Personal Data Protection (KVKK)

The client's personal data, including identity, contact, vessel, and survey-related information, shall be collected, stored, and processed solely for the purposes of contract performance, report issue, invoicing, legal compliance, and professional record keeping in accordance with the Turkish Personal Data Protection Law No. 6698 (KVKK).

19. No Certification or Regulatory Approval

Unless expressly stated, the survey does not constitute certification of compliance with flag, class, CE, insurance, marina, coding, or statutory requirements.

20. Acceptance

By signing below, the client confirms acceptance of: the scope, exclusions, fee basis, limitations, report use restrictions, intellectual property clauses, liability limitations.

Client Signature: _____ **Date:** _____

Surveyor Signature: _____ **Date:** _____

