

R L MARINE PTY LTD ACN 620 829 790 MARINE ENGINEERS	27 Akuna Court Hemmant Qld 4174 Ph: 07 3399 3433 Fax: 07 3399 3211 Email: justin@rlmarine.com.au
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WORKS ORDER

OWNER: _____ ABN: _____

CUSTOMER DETAILS:

INVOICE TO: _____
(If different from Owner)

VESSEL DETAILS:

SHIP NAME: _____ TYPE: _____

WEIGHT: _____ LENGTH: _____ BEAM: _____ DRAFT: _____

ENGINE: _____ REGISTRATION NO: _____

DETAILED WORKS REQUIRED:

PAYMENT IN FULL IS REQUIRED PRIOR TO THE RELEASE OF THE VESSEL OR RELEASE OF THE GOODS SUPPLIED.

I, am the owner/Director or Agent of the owner of the
name
vessel and I am authorised to enter into this Contract on behalf of Customer. I have read and accept the terms and conditions set out on the reverse hereof (or otherwise attached hereto). This Works Order and the terms and conditions constitutes a Contract between the Customer and the Company. I acknowledge the Customer will pay invoices rendered at weekly or other intervals nominated by the Company upon receipt of same and that payment in full will be made for all accounts outstanding with the Company prior to the Company releasing the vessel and/or the goods.

Where the signature on behalf of the Customer is by an agent for the Customer I, as agent, warrant that I have authority to bind the Customer to this Contract.

Signature of Customer/Owner/Agent

Date:

WORKS ORDER TERMS AND CONDITIONS

1. Definitions

- 1.1 "The Act" means the Personal Property Securities Act 2008 (as amended).
- 1.2 "The Company" means R L Marine Pty Ltd ACN 620 829 790.
- 1.3 "The Contract" means this Contract constituted by the Works Order and these terms and conditions.
- 1.4 "The Customer" means the party described in the Works Order as Customer.
- 1.5 "The Goods" means any goods supplied, repaired or manufactured which are described in this Works Order.
- 1.6 "GST" means the goods and services tax as provided for under the A New Tax System (Goods and Services Tax) Act 1999 as amended or replaced from time to time or any associated or subordinate legislation.
- 1.7 "Interest" means the Company's principal bankers published overdraft rate for loans of greater than \$100,000.00 plus 2% or such other similar indicative rate as the Company may nominate from time to time.
- 1.8 "Security Interest" has the same meaning as contained in Section 12 of the Act.
- 1.9 "The Vessel" means the Ship described in this Works Order.
- 1.10 "The Works" means the repair of the Vessel or the Goods (including Supply of Goods), including the performance of all labour, the supply and fitting of all parts and the provision of materials as provided for in the Works Order or as incorporated pursuant to clause 3 of these terms and conditions.
- 1.11 "Works Order" means that part of the Contract as is referred to as the Works Order and which specifies particulars of the Works.

2. Customer Warranties

The Customer warrants that:

- 2.1 The Customer is the owner of the Vessel including (if applicable) the Goods to be repaired.
- 2.2 The Customer is authorised to order the Works including any ancillary work required pursuant to clause 3 of these terms and conditions.
- 2.3 The Customer has authority to enter into this Contract including the giving of the warranties herein.
- 2.4 The Customer is entitled to grant a lien and hereby grants a lien on the Vessel and the Goods, including all its equipment, accessories and contents to secure the due payment of all costs, fees charges and expenses arising out of or incidental to the Contract including all storage charges.
- 2.5 The Customer is entitled to and does hereby appoint the Company as its agent for all purposes in connection with taking delivery and possession of the Vessel, its docking, mooring and control to the extent necessary for carrying out the Works.

3. Ancillary Work

- 3.1 The Customer requests and authorises the Company to carry out the Works and any further work found by the Company to be reasonably necessary in the course of carrying out the Works. The Customer also requests and authorises the Company to supply all parts and materials necessary in order to carry out such further work and complete the Works. The reasonable costs for such further work will be payable by the Customer.

4. Completion of Works

- 4.1 The Company will complete the Works in a reasonable time, but time is not of the essence in the Contract unless otherwise expressly stated in the Works Order.
- 4.2 Any delivery or completion dates or times stated are estimates only, and the Company accepts no liability for delays caused by events not reasonably within the Company's control.

5. Testing of Vessel

- 5.1 The Company or its employees may test operate or carry out performance or other tests or sea trials on the Vessel as is reasonably required and may if requested by the Customer collect or return the Vessel when nominated by the Customer. The Company will not be liable to the Customer for any damage which occurs to or is caused by the Vessel during such tests, sea trials, collecting or delivery unless it arises from the negligence or willful misconduct of the Company or its employees.

6. Payments

- 6.1 The Customer agrees to make full payment for the Works prior to return of the Vessel or Goods to the Customer unless the Company has previously agreed in writing to an alternative arrangement.
- 6.2 The Customer waives its rights to possession of the Vessel in favour of the Company until the Company has received payment in full for the Works.
- 6.3 To further secure the Company's rights this Works Order constitutes the Customers authority and direction in favour of the Company that the Company may hold and retain possession of the Vessel in priority over the Customer until the Company acknowledges in writing to the Customer (and any third party which may be entitled to possession of the Vessel) that it has received payment in full for the Works.
- 6.4 The Customer acknowledges that all payments to the Company must be by clear fund bank deposit to the Company's nominated bank account unless the Company has previously agreed in writing to a different arrangement.
- 6.5 If the Customer has insurance or other contractual arrangement for the payment of charges due under the Contract, such payments will not affect the Customer's personal liability to pay all charges due under this contract provided that the Customer's liability will be reduced pro rata to the extent that payments are made to the Company from those other sources.
- 6.6 The Customer agrees to pay the Company's reasonable storage and/or hardstand charges if the Customer fails to take delivery of the Vessel or the Goods within two (2) days after notification to the Customer that the Works have been completed or if there are otherwise delays in the return of the Vessel to the Customer which are not caused by the Company (including, for example, delay in payment for the Works).

- 6.7 In addition to any other payments required to be made by the Customer to the Company pursuant to the Contract, the Customer must pay to the Company:
- (a) any Government impost or charge incurred or payable in respect of goods or services provided by the Company; and
 - (b) the costs and expenses incurred by the Company (including legal costs on an indemnity basis) in seeking to recover payment of amounts owing by the Customer to the Company for or incidental to the Works or for otherwise enforcing its rights under this Contract; and
 - (c) Interest on all amounts owing to the Company under the Work Order, if not paid within 14 days of invoicing by the Company.

7. Re-Delivery Prior to Completion

In the event that the Customer resumes possession of the Vessel before completion of the Works then:

- 7.1 The Customer will pay to the Company all charges appropriate for the Works performed to the date of the resumption of possession.
- 7.2 All guarantees and all warranties either expressed or implied in relation to the Works are, to the extent permitted by law, void.

8. Risk

- 8.1 All risk of loss or damage with respect to the Vessel or the Goods passes to the Customer on delivery of the Vessel or the Goods to the Customer, its servants, agents or to any carrier. If delivery is delayed for any reason beyond the reasonable control of the Company for a period of two (2) days after the date on which the Customer is notified that the Vessel and/or the Goods (or any completed items forming part thereof) are ready for delivery, risk forthwith then passes to the Customer.
- 8.2 The Company may at its option arrange for suitable storage of the Vessel or the Goods at its premises or elsewhere and all costs of or incidental to such storage (including hardstand) will be borne by the Customer which must on demand, pay to the Company all costs of storage, insurance, demurrage, handling and other charges incidental to such storage.
- 8.3 The Vessel is at the Customer's sole risk whenever the Vessel is stored at premises which are not wholly controlled by the Company regardless of whether or not the Company is entitled to or has possession and control of the Vessel.

9. Title and Security

- 9.1 The title in the Goods will not pass to the Customer until payment in full has been made to the Company, and the title in the goods remains with the Company until such payment is made.
- 9.2 The Customer grants the Company a Security Interest in the Vessel as Security for the payments of all amounts owing to the Company and the performance of all obligations of the Customer under this Works Order. The Customer authorises the Company to file all financing statements and register or take any such further step or action and do all things otherwise necessary to perfect and continue the Security Interest, to protect and preserve the Vessel and to realise the Security Interest held by the Company. The Security Interest shall become immediately enforceable upon breach of this Contract by the Company and in any such case the Company may:

- (a) take possession of and sell or otherwise dispose of the Vessel; and
- (b) appoint and remove or replace any one or more persons to be a receiver of the Vessel or any part of it, the income and proceeds of the Vessel (or both) and to pay such receiver or such remuneration as the Company considers appropriate.

To the extent permitted by law, for the purposes of Sections 115(1) and 115(7) of the Act, the Company need not comply with Sections 95, 118, 121(4), 125, 130, 132(3)(d) or Section 132(4) of the Act, and Sections 142 and 143 are excluded. For the purposes of Section 115(7) of the Act, the Company need not comply with Sections 132 and 137(3).

9.3 In the event of default by the Customer under this Contract or if any event occurs by which the Company may be entitled to determine the contract then without prejudice to any rights which the Company have at law or hereunder:

- (a) the Company or its agents may without notice to the Customer enter its premises, for the purposes of recovering the Goods;
- (b) the Company may recover and resell the Goods and apply the proceeds in reduction of any indebtedness the Customer may owe to the Company;
- (c) if the Goods are used in the manufacture of other Goods or are mixed or affixed to the Vessel or other Goods or products or become a constituent of the Vessel or other Goods or products the Company will be given possession of and have a lien over the Vessel and such other Goods and products as security for full payment of the Goods by the Customer.

10. Liability of the Company

- 10.1 The Company shall not be liable for any loss or damage to the Vessel or the Goods or any other services or goods provided under these terms and conditions howsoever caused and irrespective of the circumstances in which such loss or damage may have occurred and notwithstanding that same may have been due to or as a result of any breach of the Contract or by the negligence or wilful act or omission or misconduct on the part of the Company or any of its servants or agents or any other person.
- 10.2 This exclusion of liability extends to include damage to any person, property or thing damaged during or in the course of undertaking the Work Order and to any indirect or other consequential loss arising from such loss, damage or injury.
- 10.3 All the rights, exclusions and limitations of liability in this Contract shall continue to have full force and effect notwithstanding any breach of the Contract by the Company or any person entitled to the benefit of such provisions.
- 10.4 Notwithstanding the foregoing, where legislation or other law implies in this Contract any warranty, and that legislation prohibits provisions in a contract modifying or excluding the application of or exercise of or liability under such condition or warranty, the condition or warranty shall be deemed to be included in the Contract. However, the liability of the Company for breach of any such condition or warranty shall be limited to one or more of the following in the sole and absolute discretion of the Company:
 - (a) supplying the relevant goods or services again; or
 - (b) paying of the costs of having such goods or services supplied again.

11. Company Warranty

- 11.1 The Company warrants the performance of the Work against defective workmanship for a period of twelve (12) months after the Vessel's return to the Customer. Any claim under this clause must be in writing and received by the Company within the nominated period and must be accompanied by sufficient detail (including photographic detail) for the Company to be able to assess the basis of the warranty claim.
- 11.2 The warranty under clause 11.1 also expressly excludes:
- (a) the cost (if any) of further lifting of the Vessel and any loss of profits or other consequential loss claim of whatever nature; and
 - (b) loss or damage arising from collision, grounding or other similar accident or incident which was not caused by the Company.
- 11.3 All Goods or parts supplied in the performance of this Work Order will be covered by the appropriate manufacturer's warranty but warranty claims to the Company under this clause do not include labour costs for removal and refitting of faulty parts.

12. Force Majeure

- 12.1 The Company shall not be liable to the Customer for any breach of its obligations under this Contract arising from causes beyond its reasonable control including but not limited to fires, floods, earthquakes, terrorism, pandemics, delay caused by transport or infrastructure disputes, Government edict, regulation or acts of God.

13. GST

- 13.1 To the extent that a supply of goods or services provided by the Company, or any other supply made under or pursuant to this Contract is a taxable supply as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cwth), the Company will be entitled to increase its price in respect of such supply by the amount of GST payable on the supply.

14. Payment

- 14.1 Payment for all money owing to the Company under these terms will be made to the bank account nominated from time to time by the Company to the Customer.