



SERVICES AGREEMENT

Pacific Safe Harbours Limited trading as Vessel Works

This Agreement records the Client and vessel details, Services requested and project-specific information. It must be read with the General Terms and Conditions, Vessel Works Facility Rules, Minimum Standards and other documents expressly incorporated into it.

1. CLIENT DETAILS

Client / Company Full Legal Name	
NZBN / Company No. (if applicable)	
Postal Address	
Physical Address	
Primary Contact	
Position	
Phone / Mobile	
Email	
Client is the Vessel Owner	☐ Yes ☐ No
If No - capacity in which Client acts	☐ Vessel Manager ☐ Project Manager ☐ Agent ☐ Other:
Vessel Owner Full Legal Name	
Owner Email / Phone	
Authorised Project Manager / Representative	
Project Manager Email / Phone	

Note: If the Client is not the Owner, the Client warrants that it has authority to enter into this Agreement in relation to the Nominated Vessel. See General Terms clause 3.

2. VESSEL WORKS CONTACT DETAILS (OPERATOR)

Operator	Pacific Safe Harbours Limited trading as Vessel Works
Facility	Vessel Works, Sulphur Point, Tauranga, New Zealand
Email	info@vesselworks.co.nz
Phone	0800 4 BOOKINGS
Website	www.vesselworks.co.nz

3. NOMINATED VESSEL & ARRIVAL DECLARATION

Vessel Name	
Vessel Type	☐ Yacht ☐ Launch ☐ Multihull ☐ Fishing Vessel ☐ Workboat ☐ Other:
Make / Model / Design	
Construction Type	
LOA	
Beam	
Draft	
Air Draft / Mast Head Height	
Displacement / Lifting Weight (metric tonnes)	
Primary Use	☐ Recreational ☐ Commercial
Registration No.	
Country of Registration	

International arrival / import declaration

Is the vessel entering Vessel Works directly following an overseas arrival?	☐ No - proceed to Section 4 ☐ Yes ☐ TIE already in place
If Yes - import status	☐ Import ☐ Temporary Import / TIE
POFA / clearance services required through Vessel Works	☐ Yes ☐ No ☐ To be confirmed

Note: If overseas arrival / import services are required, Vessel Works will provide separate facility-specific clearance information and arrange the required POFA/clearance process through the Vessel Works office as applicable.

4. AGREEMENT TYPE / TERM

Select one	☐ A - Project / visit specific ☐ B - Ongoing commercial Facility use
A - Expected commencement / arrival	
A - Expected completion / departure	
B - Commercial use	☐ Loading / unloading wharf ☐ Ice wharf / wharfage ☐ Other recurring Facility use
Separate Annual Berth Licence held	☐ No ☐ Yes

Note: If A is selected, the Agreement applies to the project/visit and may also be invoked for later Services provided to the same Nominated Vessel before a replacement Services Agreement is signed, subject to Vessel Works accepting the booking. If B is selected, the Agreement is ongoing until terminated in accordance with the General Terms. A separate Annual Berth Licence applies only to the allocated annual berth and rights expressly granted under that licence.

Note: Commercial loading/unloading wharf bookings may be charged in advance and for the full period reserved, not only the period of active use, because the reserved space is unavailable to other users.

5. SERVICES / BOOKING DETAILS

Service / booking required	☐ Haul-out & return to water ☐ One-way lift ☐ Lift & hold / RTW ☐ Hardstand ☐ Refit berth ☐ Wharf / loading-unloading ☐ Shed/ Scaf and Wrap ☐ Project Coordination / Management ☐ Other: _____
Services / dates not yet confirmed	☐ TBC
Scheduled haul-out / lift	
Scheduled return to water	
Scheduled departure	
Estimated hardstand / berth / space period	

Note: Travel Lift bookings cancelled, rescheduled or attended late with less than 48 hours' notice remain subject to the full scheduled Travel Lift Charge and any replacement operation. See General Terms clause 7.

Note: Services outside normal operating hours require prior approval and an out-of-hours surcharge may be applied.

6. FACILITY & SITE REQUIREMENTS

Power	☐ None ☐ 32A ☐ 63A ☐ 125A Connections: ☐ One ☐ Two
Water	☐ No ☐ Yes Details: _____
Vessel access	☐ Vessel Works stairs required ☐ Client to provide own access scaffold
Tenting / containment	☐ No ☐ Yes - must comply with Vessel Works Minimum Standards
Crane requirements	☐ No ☐ Yes Details: _____
Storage / container requirements	☐ No ☐ Yes Details: _____
Liveaboard requested	☐ No ☐ Yes - subject to prior Vessel Works approval and applicable charges
Grey water capture / disposal required	☐ No ☐ Yes
Black water pump-out required	☐ No ☐ Yes
Other pump-out / catchment requirements	

Note: All pump-out, catchment and wastewater requirements must be notified to Vessel Works in advance. Nothing may be discharged to the marine environment or hardstand except as expressly permitted by Vessel Works and applicable requirements.

7. CONTRACTOR / PROJECT WORKS

Will works be undertaken on the Nominated Vessel?	☐ No ☐ Yes
Scope of Works provided to Vessel Works	☐ Yes ☐ N/A ☐ To follow
Substantial works / refit involving multiple line items	☐ No ☐ Yes
Excel Schedule of Works required/provided	☐ N/A ☐ Required ☐ Provided
Vessel Works Project Coordination / Management requested	☐ No ☐ Yes ☐ TBC

Note: The Client/Project Manager obtains and approves Contractor quotes/estimates and provides Vessel Works with the Scope of Works, unless Vessel Works is separately engaged for Project Coordination/Management. For substantial refits, the Excel Schedule of Works must line-item the works and assign each item a unique number/code so invoiced items can be tracked.

Note: Only approved Vessel Works Contractors may undertake commercial Contractor Works onsite. High-risk activities must comply with the Vessel Works Minimum Standards.

Note: Contractor invoices are to be provided to the Client/Project Manager by the 5th for the previous month's works (or in accordance with an agreed progress/milestone billing arrangement), approved invoices forwarded to Vessel Works by the 10th, and payment made in accordance with the Vessel Works invoice. A 10% Vessel Works Margin applies to Contractor Works unless otherwise agreed in writing. See General Terms clause 7.

8. INSURANCE

Hull & Machinery certificate provided	☐ Yes ☐ No
P&I - minimum NZD \$5,000,000	☐ Yes ☐ No
P&I includes wreck removal and pollution liability	☐ Yes ☐ No
Public Liability - minimum NZD \$2,000,000	☐ Yes ☐ No
Policy expiry date(s)	

Note: Required insurance must remain current for the applicable period. Vessel Works may require additional cover or higher limits having regard to the vessel, works or risk profile. See General Terms clause 16.

9. BOOKING DEPOSIT / PROJECT SECURITY (VESSEL WORKS OFFICE USE)

15% Facility / Space Booking Deposit required	☐ No ☐ Yes
Booking Deposit Amount	NZD \$
Project Security required	☐ No ☐ Yes
Project Security Amount	NZD \$
Payment / security notes	

Note: The 15% Booking Deposit applies only to applicable Vessel Works Facility/space Charges, not Contractor Works or total project value. If a confirmed Facility/space booking is cancelled within 30 days of commencement and Vessel Works cannot refill the reserved capacity, the Booking Deposit is non-refundable. See General Terms clause 7.

10. CLIENT / GUARANTOR ACKNOWLEDGEMENT & SIGNING

By signing below, the Client confirms that the information provided is true, accurate and current; that it has authority to enter into this Agreement in relation to the Nominated Vessel; and that it has read and agrees to be bound by this Agreement, including the General Terms and Conditions, Facility Rules and Minimum Standards.

Client / Company	
Authorised Signatory	
Position	
Signature	
Date	

Guarantor (VESSEL WORKS OFFICE USE)

Guarantor required	☐ No ☐ Yes
Guarantor type	☐ Individual ☐ Company
Full Legal Name	
Company / NZBN (if applicable)	
Postal / Physical Address	
Email / Phone	
Executed by (name of guarantor)	
Guarantor Signature	
Guarantor Date	
Witness Name	
Witness Signature	
Witness Address	
Witness Occupation	
Witness Date	

Note: The Guarantor guarantees the Client's obligations in accordance with General Terms clause 9.

VESSEL WORKS ACCEPTANCE

Accepted by	
Position	
Signature	
Date	
Approved Estimate	
Project / Agreement Reference	
Insurance verified	☐ Yes
Guarantee completed	☐ Yes ☐ N/A

GENERAL TERMS AND CONDITIONS

For definitions used in this Agreement, refer to the Glossary at the end of these General Terms and Conditions.

1. TERM

- 1.1** This Agreement commences on the Commencement Date and ends on the earlier of: (a) where the Term is ongoing, the date it is terminated by either party giving the other party 10 Business Days' written notice; or (b) the date it is otherwise terminated in accordance with this Agreement.
- 1.2** If Services are provided after the stated or anticipated expiry/completion date, the terms of this Agreement continue to apply to those Services. Where a Client returns or receives further Services before a replacement Services Agreement is signed, Vessel Works may invoke this Agreement for those Services, subject to accepting the relevant booking.

2. EXCLUSIVE LICENCE / FACILITY USE

- 2.1** Subject to Vessel Works' rights under this Agreement, the Client has a non-transferable licence to: (a) occupy the Designated Hardstand Area, Berth or other Facility space allocated or booked for the Nominated Vessel during the relevant agreed period solely in connection with the Services and permitted Contractor Works; and (b) access and use other parts of the Facility only to the extent permitted, booked or approved by Vessel Works from time to time.
- 2.2** The Client has no right of exclusive occupation or use of any other part of the Facility.
- 2.3** The Client and its Representatives must not enter restricted areas or areas allocated to another Facility user except as permitted by Vessel Works.
- 2.4** The licence granted under this Agreement is subject to Vessel Works' rights of access, relocation, safety control and enforcement under this Agreement.
- 2.5** Vessel Works makes no representation or warranty regarding the availability, adequacy, safety or suitability of the Facility or allocated area for any use beyond the Services expressly agreed.
- 2.6** Where the Nominated Vessel is subject to a separate agreement relating to a specific area or right of occupation, that agreement applies to the specific rights and area expressly governed by it. This Agreement otherwise governs Services, Contractor Works and wider Facility use.

3. ENTRY BY CLIENT AS AGENT OR PROJECT MANAGER

- 3.1** If the Client is not the Owner, the Client warrants on a continuing basis that it is authorised by the Owner to enter into and perform this Agreement; all Services and Contractor Works are undertaken with the Owner's knowledge and consent; and this Agreement is binding and enforceable against the Client and, to the extent legally permitted, the Owner.
- 3.2** The Client must, if requested, provide evidence reasonably satisfactory to Vessel Works of that authority. Vessel Works may rely on the Client's warranties unless it has actual knowledge to the contrary.
- 3.3** The Client indemnifies Vessel Works against Loss arising from breach of the warranties or undertakings in this agreement.
- 3.4** The Client must promptly notify Vessel Works if its authority is withdrawn, limited or materially changes. That change does not affect obligations or Charges incurred before Vessel Works receives written notice.

4. PROVISION OF SERVICES

- 4.1** Vessel Works will perform the Services with reasonable care, skill and diligence; use suitably trained personnel holding required licences; and comply with applicable Law and required approvals.
- 4.2** Vessel Works will use reasonable endeavours to perform Services in accordance with agreed or confirmed dates, booking times and anticipated timelines, but is not liable for delay or failure to meet them, subject to this Agreement.
- 4.3** Vessel Works will notify the Client of material changes to Facility Rules, Minimum Standards or Operator Information that materially affect an existing project or approved activity as soon as reasonably practicable.
- 4.4** After Services are performed or this Agreement ends, Vessel Works may deliver or release the Nominated Vessel in accordance with the Client's or authorised representative's instructions, subject to all payment, security and other release requirements. Nothing requires Vessel Works to pilot or manoeuvre the vessel except where expressly agreed.
- 4.5** Where Vessel Works agrees to provide Project Coordination or Project Management Services, the scope and Charges are as agreed. Vessel Works' responsibilities are limited to the expressly agreed scope and do not make Vessel Works responsible for a Contractor's workmanship or performance unless expressly agreed otherwise in writing.

5. OBLIGATIONS OF CLIENT

- 5.1** The Client must: (a) safely deliver and receive the Nominated Vessel for lifting/return to water and ensure adequate competent crew; (b) disclose all vessel features relevant to lifting, strop placement, blocking or movement; (c) provide information reasonably required for safe Services; (d) promptly respond to information requests; (e) comply with reasonable Vessel Works directions; and (f) provide reasonable access and cooperation.
- 5.2** The Client must not sell, transfer or dispose of the Nominated Vessel during the Term without Vessel Works' prior written approval, which will not be unreasonably withheld or delayed, provided all amounts due are paid and an appropriate replacement agreement/undertaking is put in place.
- 5.3** The Client must ensure that the Client, Owner, crew and Representatives comply with this Agreement, Facility Rules, Minimum Standards and applicable health and safety, environmental, consent and regulatory requirements.
- 5.4** The Client and its Representatives must not cause nuisance, disturbance, encroachment or adverse effects on Vessel Works, the Facility, neighbouring property or other Facility users.
- 5.5** The Client must comply with applicable Law and all relevant Vessel Works requirements in connection with Services and Ancillary Services.
- 5.6** Information supplied by the Client must be true, accurate and complete to the best of the Client's knowledge, and the Client must promptly notify Vessel Works of material changes.
- 5.7** Owner or employed vessel crew undertaking works must comply with the Minimum Standards. All high-risk activities must comply with applicable competency, qualification, permit, procedure, plan and safety-documentation requirements.
- 5.8** For substantial works/refits, the Client or Project Manager must provide and maintain the required Scope of Works and, where applicable, an Excel Schedule of Works with a unique item number/code for each work item.

- 5.9** Where the vessel occupies an on-water berth/wharf, the Client must notify Vessel Works before works that are reasonably expected to make it incapable of safe movement for a material period. For hardstand vessels, the Client must notify Vessel Works of works materially affecting safe lifting, movement or return to water.
- 5.10** Vessel Works may immediately stop, restrict or suspend work, activity or Facility use where reasonably necessary for health and safety, environmental, consent/regulatory, insurance, security or operational reasons.

6. CONTRACTOR WORKS

- 6.1** Contractor Works may be undertaken on the Nominated Vessel at the Facility subject to this Agreement and Vessel Works requirements.
- 6.2** Before Contractor Works commence, the Client or Project Manager must provide Vessel Works with the Scope of Works. For substantial works/refits or projects with multiple work items, an Excel Schedule of Works must be provided and maintained, with a unique item number/code for each item.
- 6.3** No Contractor may undertake commercial Contractor Works onsite unless approved by Vessel Works and holding a current Contractor Access and Services Agreement (Licence) applicable to the work.
- 6.4** Contractor Works must be undertaken in accordance with the Facility Rules, Minimum Standards and other applicable site requirements. Contractor Works outside normal operating hours require prior Vessel Works approval and may incur applicable out-of-hours Charges.
- 6.5** Subject to the separate Contractor Licence framework, the Client remains responsible for its own instructions, approvals and obligations in relation to Contractor Works.
- 6.6** The Client must ensure Contractors are informed of project-specific requirements notified by Vessel Works and must not knowingly engage or permit an unapproved Contractor to undertake commercial Contractor Works onsite.
- 6.7** The Client must keep Vessel Works reasonably informed of Contractor Works progress and changes affecting the Services, booking duration, lifting or Facility occupation.
- 6.8** Unless Vessel Works is separately engaged for Project Coordination/Management, the Client or Project Manager is responsible for selecting and engaging Contractors, obtaining and approving quotations/estimates, instructing works, approving variations and reviewing/approving Contractor invoices.
- 6.9** Contractor invoices must be reviewed and approved by the Client or Project Manager before being forwarded to Vessel Works by the fifth business day of each month. Where a Schedule of Works applies, invoices must identify the applicable item number/code.
- 6.10** Vessel Works' approval/licensing of a Contractor, receipt of project documentation, or administration/payment of Contractor invoices does not constitute approval or warranty of the Contractor's pricing, scope, workmanship, performance or suitability. Unless expressly agreed otherwise, the underlying contract for Contractor Works remains between the Client and Contractor.

7. CHARGES, CONTRACTOR INVOICING, PAYMENT AND MARGIN

- 7.1** Charges are calculated using the applicable Rates for Services provided or to be provided. If the Client is late for, cancels or reschedules a scheduled Travel Lift operation without at least 48 hours' prior notice, the Client remains liable for the full Charges for that scheduled operation and any replacement scheduled operation.

- 7.2** Rates may be varied from time to time by Vessel Works by publishing updated Rates at www.vesselworks.co.nz or otherwise advising the Client.
- 7.3** Unless stated otherwise, Rates and Charges are GST exclusive and GST is payable in addition.
- 7.4** Vessel Works may require a Booking Deposit equal to 15% of applicable Facility and/or space Charges to confirm a booking. It does not apply to Contractor Works or total project value. If the Client cancels within 30 days of scheduled commencement, the Booking Deposit is non-refundable where Vessel Works is unable to fill the reserved Facility space/capacity. If Vessel Works fills the booking, it may refund or credit the Booking Deposit less reasonable costs incurred. The Booking Deposit is otherwise credited against applicable Facility/space Charges.
- 7.5** Where Facility space is reserved, including hardstand, berth, wharf, loading/unloading area, shed or other space, the Client may be charged for the full confirmed booking period and not solely the period of active occupation or use.
- 7.6** Services outside normal operating hours may be subject to an out-of-hours surcharge.
- 7.7** All Contractor labour, materials and works invoiced in connection with onsite Contractor Works are subject to a Vessel Works Margin of 10%, unless Vessel Works expressly agrees otherwise in writing. The Margin applies to the full value invoiced by each Contractor to the Client.
- 7.8** Contractors must provide invoices to the Client, authorised representative or Project Manager by the 5th of the month for the previous month's works, or in accordance with an agreed progress, milestone or other billing arrangement. The Client/Project Manager must review, approve and forward approved invoices to Vessel Works by the fifth business day of each month. Where a Schedule of Works applies, the relevant item number/code must be identified.
- 7.9** Following receipt of approved Contractor invoices, Vessel Works will issue the Client an invoice incorporating approved Contractor Works, the Vessel Works Margin and applicable Vessel Works Charges. Payment must be received in cleared funds within seven (7) days of the date of the Vessel Works invoice or by the twentieth (20th) day of the month, as applicable and as stated on the invoice.
- 7.10** Contractors are paid by Vessel Works only after sufficient cleared Client funds have been received for the relevant approved Contractor invoice. Vessel Works does not advance funds or guarantee Contractor payment.
- 7.11** Deposits, progress payments, staged payments, retentions, milestones or other commercial arrangements may be agreed between Client and Contractor, but payments relating to onsite Contractor Works must be administered through Vessel Works and remain subject to the Vessel Works Margin unless Vessel Works approves otherwise in writing.
- 7.12** Vessel Works may approve an alternative payment arrangement, including direct Client-to-Contractor payment, where the standard process would create unnecessary administration. Prior Vessel Works approval is required and the Vessel Works Margin continues to apply unless expressly waived or varied in writing.
- 7.13** A dispute concerning a Contractor invoice remains between the Client and Contractor. The undisputed portion remains payable. Vessel Works may retain a disputed amount from Client funds or Project Security while the parties resolve the dispute.
- 7.14** Regardless of an ordinary invoice due date, before return to water, release or departure Vessel Works may require sufficient cleared funds and/or Project Security to cover all Vessel Works Charges, approved Contractor invoices and known or reasonably anticipated final project costs. Vessel Works may postpone or refuse return to water, release or departure until satisfied that the requirement is met.

- 7.15** The Client/Project Manager must keep Vessel Works informed of completed but uninvoiced work and anticipated final Contractor Charges. Additional or varied Contractor Works instructed within three (3) days before scheduled return to water or departure must be notified as soon as reasonably practicable.
- 7.16** Where a Contractor fails to provide an up-to-date account or anticipated final Charge before release, Vessel Works may rely on information available and is not responsible for a resulting shortfall in Client funds or Project Security available to pay that Contractor.
- 7.17** All Charges must be paid in full, in cleared funds, without deduction, counterclaim, set-off or withholding except where required by Law.
- 7.18** Vessel Works may charge default interest at 2% per month (or part month), compounding, on sums due and unpaid from due date until payment.
- 7.19** Without limiting lien/security or termination rights, Vessel Works may suspend Services not yet provided if amounts are unpaid by the due date.
- 7.20** Ancillary Service Costs are payable on demand or by the due date stated on the relevant Vessel Works invoice.

8. PROJECT SECURITY

- 8.1** Vessel Works may require Project Security before or during the Term in an amount and form reasonably determined having regard to the Services, project value, anticipated Contractor Works, payment history and risk.
- 8.2** Project Security may be applied against unpaid Charges, Contractor Works amounts, Margin, Ancillary Service Costs, damage, clean-up, remediation or other amounts properly payable under this Agreement.
- 8.3** Any unused Project Security will be reconciled and returned or credited after final project close-out once Vessel Works is reasonably satisfied that all known and reasonably anticipated amounts have been accounted for.
- 8.4** Vessel Works may require the Project Security to be increased where the scope, value, duration or risk of the project materially increases.

9. GUARANTEE

- 9.1** In consideration of Vessel Works providing Services, the Guarantor (if any) unconditionally and irrevocably guarantees the due and punctual performance of the Client's obligations and indemnifies Vessel Works against Loss arising from breach of those obligations. Guaranteed Obligations include all Charges, Contractor Works amounts, Vessel Works Margin, Ancillary Service Costs, interest, costs and other amounts payable under or in connection with this Agreement.
- 9.2** The Guarantor's obligations are principal and continuing obligations and are not discharged by indulgence, extension of time, variation, waiver, insolvency or other arrangement with the Client.
- 9.3** Vessel Works' rights under this clause are cumulative and continue until all Client obligations are discharged.
- 9.4** Vessel Works may require a Guarantor at any time during the Term.

10. LIEN AND SECURITY

10.1 To secure payment and performance of the Client's obligations under this Agreement, the Client irrevocably gives Vessel Works a charge in and over the Nominated Vessel and any other collateral owned by the Client on our property and the proceeds of these. The security created by this clause is a continuing security and the Client will not be released from the obligations set out in this agreement until Vessel Works agrees in writing that such obligations have been released. The security created by this clause is independent of any other guarantee or security provided to Vessel Works by the Client or any other person, and this agreement is in addition to and not in substitution for any remedies provided by law or any other document.

10.2 If any amounts due under this Agreement are not paid when due, Vessel Works may:

- a. Take possession of the Nominated Vessel and any other collateral owned by the Client on our property;
- b. Appoint a receiver to all or any of Nominated Vessel or other collateral;
- c. Sell, dispose of, vary the terms of, part with possession of or otherwise deal with the Nominated Vessel or any other collateral in such manner, by such methods and on such terms and conditions as we determine;
- d. In your name or otherwise, at any time, do anything that you could do in relation to the Nominated Vessel or other collateral;
- e. (Whether or not a receiver has been appointed) exercise any of the powers of a receiver, or any of the powers a person would have if appointed as a receiver under this agreement;
- f. Pay any expenses incurred in the exercise of our powers under this agreement out of the revenue from, or proceeds of realisation of, the collateral;
- g. Complete and present any transfer or change of ownership of the Nominated Vessel to the relevant issuer for registration; and
- h. Exercise any other right given to us by law or under any document.

10.3 Receiver -- We may (whether or not we have exercised any other power) appoint any person or persons (who may then be, or may previously have been, an investigator) to be a receiver of the Nominated Vessel or any of the collateral:

10.4 Powers: In addition to, and without affecting, any other powers and authorities conferred on a receiver, a receiver has the power to do all things in relation to the Nominated Vessel or other collateral.

10.5 Application of payments: All amounts received by us or any receiver, whether in the exercise of that person's powers or otherwise, in relation to the Nominated Vessel or any collateral will be applied (subject to the claims of all secured and unsecured creditors (if any) ranking in priority over that collateral) in the manner and order determined by us or the receiver (at our or the receiver's absolute discretion). If any part of the secured obligations is contingently owing to us, we or the receiver may retain an amount equal to all or part of that contingent indebtedness. This amount is to be placed in an interest-bearing deposit account until that contingent indebtedness becomes actually due and payable or otherwise ceases to be contingently owing.'

10.6 Further assurance: The Client agrees to do all things necessary, or which Vessel Works thinks is desirable, to ensure that Vessel Works receives the full benefit of the security intended to be created by this clause, including: a. Providing serial numbers and other details of any collateral; b. Assisting Vessel Works with

exercising any of our rights or powers under this deed, whether on enforcement (including, but not limited to the sale of any of the collateral) or otherwise.

10.7 Any shortfall remains recoverable from the Client and, where applicable, the Guarantor.

10.8 The Client indemnifies Vessel Works against Loss arising from lawful exercise of rights under this clause, except to the extent caused by Vessel Works' failure to exercise reasonable care where required.

10.9 The Client acknowledges that Vessel Works' rights constitute a security interest for PPSA purposes and will do, and procure the Owner to do, things reasonably requested to perfect that interest.

10.10 Amounts secured include Charges, Ancillary Service Costs, approved Contractor Works amounts invoiced through Vessel Works, Vessel Works Margin, interest, costs and other amounts properly payable. Holding a Booking Deposit, Project Security, guarantee or other security does not waive or limit Vessel Works' lien/security rights unless expressly agreed in writing.

11. HEALTH AND SAFETY

11.1 The Client is responsible, so far as reasonably practicable, for health and safety duties arising from its business or undertaking and activities connected with the Nominated Vessel and Facility.

11.2 The Client must comply with the HSWA, applicable regulations/codes/guidance, Facility Rules, Minimum Standards and Operator Information.

11.3 The Client must, so far as reasonably practicable, consult, cooperate and coordinate with other PCBUS sharing duties in relation to the same matter.

11.4 Vessel Works does not continuously monitor Client or vessel work and may rely on the Client's expertise and reporting. The Client must apply appropriate industry practice and notify Vessel Works of relevant risks and controls.

11.5 Vessel Works may inspect health and safety documentation, monitor activities and carry out safety audits.

11.6 The Client must record/report incidents, accidents and near misses and make any required WorkSafe notifications.

11.7 The Client indemnifies Vessel Works against Loss arising from the Client's breach of HSWA to the extent permitted by Law.

11.8 Vessel Works may access the vessel or relevant Facility area without notice and take reasonable emergency action to minimise/prevent risk to people, property or the environment.

11.9 All high-risk activities must comply with the Minimum Standards. Vessel Works may require evidence of competency, qualifications, permits, plans or safety documentation and may immediately stop, restrict or suspend unsafe work or access.

12. RELOCATION

12.1 For vessels occupying a berth, refit berth, wharf or other on-water Facility space, Vessel Works may reasonably require relocation for operational, safety, maintenance, emergency, development or Facility management purposes. The Client must reasonably cooperate where the vessel is capable of safe movement.

12.2 The Client must notify Vessel Works before works that are reasonably expected to make an on-water vessel incapable of safe movement for a material period and keep Vessel Works informed of the anticipated duration.

- 12.3** For hardstand vessels, Vessel Works acknowledges that a vessel may be incapable of relocation during refit/repair. Any relocation is subject to Vessel Works determining that the vessel can be safely lifted or moved.
- 12.4** Where relocation occurs, this Agreement continues to apply to the alternative allocated area. Vessel Works is not liable to pay compensation for a reasonable relocation under this clause.
- 12.5** Vessel Works may require temporary vacation of an area where reasonably necessary for safety/security, including Travel Lift operations.
- 12.6** Vessel Works may terminate or impose/change conditions of Facility use if an area becomes unsuitable/unsafe or where reasonably necessary for Facility operations. Any prepaid amount will be reconciled reasonably having regard to Services and occupation already provided.

13. HAZARDOUS SUBSTANCES

- 13.1** Except with prior Vessel Works approval, the Client must not use, transfer, handle, move, carry, place or store Hazardous Substances at the Facility.
- 13.2** The Client must comply with applicable Law, Facility Rules, Minimum Standards and industry requirements relating to Hazardous Substances.

14. ENVIRONMENTAL OBLIGATIONS

- 14.1** The Client must not cause or permit Contamination of the Facility or surrounding environment and must ensure activities connected with the Nominated Vessel do not result in contaminants, paint, blasting media, chemicals, fuel, oil or other prohibited substances entering the marine environment or stormwater system.
- 14.2** On becoming aware of Contamination, the Client must immediately notify Vessel Works, provide requested information, clean up/rectify at its cost where lawfully required, and comply with lawful directions.
- 14.3** Tenting, encapsulation, screening or containment must be installed, maintained and used in accordance with the Minimum Standards before relevant work commences.
- 14.4** Pump-out, wastewater collection, catchment and disposal requirements must be notified in advance. Grey water must be captured and disposed of through an arrangement approved by Vessel Works. Black water must be removed using an approved pump-out/pump-truck arrangement. Applicable Charges are payable by the Client.
- 14.5** Vessel Works may restrict, postpone or immediately stop work where weather/environmental conditions or the activity itself prevents compliance with Minimum Standards, consent conditions, Law or Facility requirements.
- 14.6** The Client acknowledges that lawful marine industrial activities may create noise, visual and other effects expected within the Facility environment.

15. OPERATOR'S RIGHT OF ACCESS

- 15.1** Vessel Works may at reasonable times enter and remain in allocated Facility areas to inspect condition, carry out repairs/maintenance/alterations, comply with legal requirements, undertake works to adjoining areas/services, exercise rights under this Agreement and verify compliance. Emergency access rights are not limited by this clause.

16. RISK AND INSURANCE

- 16.1** This Agreement does not create a bailment. The Nominated Vessel and its contents remain at the Client's risk and are not in Vessel Works' possession or custody unless Vessel Works lawfully exercises seizure/security rights.
- 16.2** The Client must provide, or procure the Owner to provide, certificates of currency for: (a) suitable Hull & Machinery insurance of appropriate value; (b) P&I insurance of at least NZD \$5,000,000 including wreck removal and pollution liability and other customary P&I liabilities applicable to the vessel; and (c) Public Liability insurance of at least NZD \$2,000,000 covering the Nominated Vessel, Owner and crew.
- 16.3** Only Contractors holding a current Vessel Works Contractor Access and Services Agreement (Licence) and approved for relevant activities may undertake commercial Contractor Works onsite. Vessel Works administers Contractor insurance requirements under that Licence. The Client must not knowingly permit an unapproved Contractor to undertake Contractor Works.
- 16.4** Required insurance must be appropriate for Facility activities, including where applicable haul-out, lifting, hardstand, berthage, return to water and vessel movement. Certificates of currency are a pre-condition to Services where required by Vessel Works.
- 16.5** The Client must immediately notify Vessel Works if required insurance is cancelled, suspended, expires or is materially altered, and provide updated evidence upon renewal or request.
- 16.6** Vessel Works may require additional insurance or higher limits where reasonably appropriate to the vessel, value, works, activities or risk profile, and may suspend/refuse Services, Contractor Works, access, lifting or release until requirements are met.
- 16.7** Vessel Works will maintain marine operator and ship repairer's liability insurance at levels it considers appropriate for its operations.

17. LIABILITY OF OPERATOR

- 17.1** Subject to this clause, Vessel Works is liable for loss/damage to the Nominated Vessel caused by negligent or reckless use of the Travel Lift, malfunction of the Travel Lift, or failure to comply with clause 4.1 in using the Travel Lift or placing the vessel on hardstand, and is not otherwise liable except to the extent required by Law or expressly provided in this Agreement.
- 17.2** Vessel Works' maximum liability in connection with Services or this Agreement is the greater of: (a) the amount available under relevant Vessel Works insurance up to NZD \$5,000,000; or (b) three times the Charges payable for the relevant Services under the applicable booking, quotation, estimate or written agreement, excluding Contractor Works, disbursements and GST.
- 17.3** Vessel Works is not liable for remote, consequential or indirect Loss, including loss of hire, profit, use or opportunity, replacement vessel/service-provider costs, or for Loss arising from delay, except to the extent such exclusion is prohibited by Law.
- 17.4** Vessel Works' liability is reduced to the extent the Client contributed to the circumstances giving rise to liability.
- 17.5** Where the Client or its Representatives use the Facility for the purposes of a business, the parties agree that the Consumer Guarantees Act 1993 and sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 will not apply to the extent legally permitted. Nothing in this Agreement limits any rights of a Client or Client Representative that cannot lawfully be excluded or contracted out of.

- 17.6** Vessel Works is not liable for Contractor acts, omissions, workmanship, performance, delay, defect or failure except to the extent directly caused by Vessel Works' own breach/negligence. Contractor approval/licensing and invoice administration do not constitute a warranty or make Vessel Works a party to the underlying Contractor contract.
- 17.7** Where Vessel Works provides Project Coordination/Management, it remains responsible for its expressly agreed Services under clause 4.1 but does not assume responsibility for Contractor workmanship/performance unless expressly agreed.
- 17.8** The Client acknowledges Vessel Works cannot prevent third-party photography. Unless the Client expressly requests otherwise in writing, Vessel Works may take/use video or photographs of the Nominated Vessel for advertising and marketing.

18. LIABILITY OF CLIENT

- 18.1** The Client uses the Facility at its own risk except as expressly provided in clause 17.
- 18.2** The Client is responsible for acts/omissions of the Owner, crew, Representatives, Project Manager, guests and other persons attending or using the Facility in connection with the Nominated Vessel to the extent provided by this Agreement.
- 18.3** The Client indemnifies Vessel Works against Loss caused by acts, omissions or conduct of the Client or persons for whom it is responsible, including property damage, personal injury/death claims, interruption/delay claims, defence/investigation costs and Hazardous Substance/Contamination Loss, except to the extent caused by Vessel Works or another person for whom the Client is not responsible.
- 18.4** The Client is liable for reasonable repair/make-good costs for damage to the Facility, Vessel Works property or other property caused by the vessel or persons for whom the Client is responsible.
- 18.5** The Client is responsible for reasonable clean-up, containment, remediation and disposal costs arising from spills/discharges/contamination caused by the vessel or persons for whom the Client is responsible.
- 18.6** The Client is responsible for reasonable costs directly incurred by Vessel Works because of the Client's material failure to comply with Facility Rules, Minimum Standards or applicable safety/environmental/consent requirements.

19. TERMINATION

- 19.1** Vessel Works may terminate by written notice if the Client becomes insolvent; where serious non-compliance exists in relation to health and safety, environmental requirements, insurance, Facility Rules or Minimum Standards; where conduct creates a serious/immediate risk; where required insurance is not maintained; or where the Client repeatedly/materially fails to comply with Facility requirements or reasonable directions.
- 19.2** Vessel Works may terminate on five Business Days' written notice where the Client commits a remediable breach and fails to remedy within that period after notice, or commits a breach not capable of remedy.
- 19.3** Vessel Works may terminate for any reason by giving the Client 10 Business Days' written notice.
- 19.4** On termination, all Charges and other amounts payable or reasonably ascertainable as payable, including Ancillary Service Costs, approved Contractor Works amounts, Vessel Works Margin, interest and applicable

costs, become immediately due. The Client must facilitate prompt removal of the vessel, subject to Vessel Works' lien/security rights.

19.5 Termination does not relieve the Client from liability for Contractor Works performed, instructed or approved before termination but invoiced or identified afterwards.

20. MANAGEMENT OF FACILITY

20.1 Vessel Works may appoint a manager to manage/oversee the Facility. Rights and discretions may be exercised by Vessel Works or the appointed manager; Client obligations and indemnities extend to the manager where applicable; and each may enforce the relevant provisions.

21. DISPUTE RESOLUTION

21.1 Either party may give written notice of a dispute relating to this Agreement.

21.2 Within 10 Business Days of receipt, senior managers will meet and endeavour to resolve it.

21.3 If unresolved within 20 Business Days, either party may refer the dispute to mediation in Tauranga under the Resolution Institute standard mediation agreement, with mediator/fees determined by agreement or appointment by the Resolution Institute if necessary.

21.4 A dispute concerning a Contractor's quotation, estimate, scope, variation, workmanship, performance or invoice is between the Client and Contractor and is not a dispute with Vessel Works unless it directly concerns a Vessel Works obligation. Vessel Works may facilitate communication but need not adjudicate.

21.5 Undisputed amounts remain payable. A dispute concerning one Contractor/invoice does not entitle the Client to withhold unrelated undisputed amounts.

21.6 Nothing in this clause prevents immediate exercise of rights relating to safety, environment, insurance, suspension, non-payment, Project Security, lien/security or protection of persons/property.

22. FORCE MAJEURE

22.1 Vessel Works is not liable for delay/failure caused wholly or partly by Force Majeure. Vessel Works will use reasonable endeavours to notify the Client and minimise delay/failure.

22.2 Force Majeure does not relieve the Client from amounts properly incurred before the event or Facility/space Charges continuing while the Nominated Vessel remains at or occupies the Facility.

23. NOTICES

23.1 Formal notices under this Agreement must be in writing and delivered personally, by post or email to the latest notified contact details. Personal delivery is received when delivered; post is received three Business Days after posting (seven for international post); email is received when it enters the addressee's information system, provided no automated failure/out-of-office response indicates non-receipt. Notices after 5:00pm or on a non-Business Day are deemed received next Business Day.

23.2 Operational communications may be sent to the Client's nominated authorised representative or Project Manager. Formal termination, lien/security or other formal legal notices must be sent to the Client unless that representative is also the Client or expressly authorised to receive them.

23.3 The Client must promptly notify Vessel Works of changes to contact details. Vessel Works may rely on the most recently provided details.

24. OTHER AGREEMENTS / PREVAILING TERMS

24.1 Where the Client or Nominated Vessel is subject to another agreement relating to use or occupation of part of the Facility, that agreement applies to the specific rights, area or service expressly governed by it.

24.2 If there is conflict or inconsistency, the other agreement prevails only to the extent the conflict specifically relates to the rights, area or service governed by that agreement. In all other respects this Agreement continues to apply.

25. GENERAL

25.1 All indemnities and limitations of liability have full force subject to applicable Law.

25.2 Vessel Works may update Facility Rules, Minimum Standards, Operator Information and operational requirements from time to time for health and safety, environmental, regulatory, insurance or operational purposes. Material changes affecting an existing project/approved activity will be notified as soon as reasonably practicable. Such updates do not of themselves amend agreed commercial terms except where changes to Rates, Charges or Services are otherwise permitted.

25.3 The Client may not assign/transfer this Agreement without Vessel Works' written consent. Vessel Works may assign, transfer or novate its rights/obligations where reasonably required, including to a successor Facility operator.

25.4 This Agreement and documents expressly incorporated into it constitute the entire agreement between the parties concerning its subject matter and supersede prior representations/understandings, subject to clause 24.

25.5 Each party will promptly sign documents and do things reasonably required to give effect to this Agreement.

25.6 The parties are independent contractors. This Agreement does not create partnership, agency, employment, landlord/tenant or bailment relationships except as expressly stated.

25.7 Rights and remedies are cumulative.

25.8 If a provision is illegal, invalid or unenforceable it is read down to the extent necessary, unless that materially changes the intended effect.

25.9 Payment obligations, Contractor Works amounts, Vessel Works Margin, guarantee, lien/security rights, indemnities, liability limitations, dispute provisions and provisions intended by their nature to survive continue after expiry/termination.

25.10 A waiver is ineffective unless in writing.

25.11 This Agreement may be signed in counterparts, including electronic/scanned counterparts.

25.12 This Agreement is governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of New Zealand courts.

GLOSSARY

"Agreement" means this Services Agreement, including Client/vessel details, Services/project information, declarations, General Terms and Conditions, Facility Rules, Minimum Standards and other documents expressly incorporated or referred to as forming part of it.

"Ancillary Services" means services, utilities and amenities supplied to or used by the Client in connection with Facility use or the Nominated Vessel, including power, water, wastewater/sewerage, quarantine, equipment, waste disposal, rubbish collection and pump-out services.

"Ancillary Service Costs" means the costs of Ancillary Services at rates advised by Vessel Works, plus GST.

"Berth" means a berth designated by Vessel Works for the Nominated Vessel during some or all of the Term.

"Booking Deposit" means the deposit equal to 15% of applicable Vessel Works Facility and/or space Charges required to confirm a booking, where applicable.

"Business Day" means a day other than Saturday, Sunday or public holiday in Tauranga, New Zealand.

"Charges" means all amounts payable by the Client to Vessel Works under or in connection with this Agreement, including Services, Facility/space use, Ancillary Service Costs, Contractor Works amounts administered through Vessel Works, Vessel Works Margin, applicable levies, fees and surcharges.

"Client" means the person or entity identified as Client in Section 1 and signing this Agreement, whether as Owner, vessel manager, Project Manager, agent or other authorised representative.

"Commencement Date" means the date signed by the Client or any earlier date Vessel Works commences providing Services.

"Contamination" means a discharge into air, land or water of any substance or energy that is or may be hazardous, damaging, offensive, polluting or in breach of Law or Facility requirements.

"Contractor" means a person/entity engaged by or on behalf of the Client to undertake Contractor Works and approved by Vessel Works under the applicable Contractor Access and Services Agreement (Licence).

"Contractor Works" means works/services undertaken by a Contractor on or in connection with the Nominated Vessel while at the Facility, excluding Services performed directly by Vessel Works.

"Designated Hardstand Area" means the hardstand area designated by Vessel Works for the Nominated Vessel.

"Facility Rules" means rules established by Vessel Works from time to time governing access to, use of and activities at the Facility.

"Force Majeure" means an event beyond Vessel Works' reasonable control including industrial action, machinery/infrastructure breakdown, utility interruption, earthquake, flood, adverse sea/weather conditions, fire, natural disaster, government restriction, pandemic, act of God, terrorism or piracy.

"GST" means goods and services tax under the Goods and Services Tax Act 1985.

"Guarantor" means a person/entity agreeing to guarantee the Client's obligations under clause 9.

"Hazardous Substance" means any hazardous, dangerous, flammable, explosive, noxious, toxic, radioactive, oxidising, poisonous or infectious substance, including under applicable hazardous substances legislation.

"HSWA" means Health and Safety at Work Act 2015.

"Law" means applicable common law, equity, statute, regulation, by-law, order and subordinate legislation in force from time to time.

"Loss" means damage, loss, liability, penalty, fine, cost or expense, consequential loss, including reasonable legal costs.

"Minimum Standards" means Vessel Works minimum standards, procedures and requirements applicable to works/activities at the Facility, as updated in accordance with this Agreement.

"Nominated Vessel" means the vessel identified in Section 3.

"Operator / Vessel Works" means Pacific Safe Harbours Limited trading as Vessel Works and, where context permits, its permitted successors, assigns and authorised delegates.

"Operator Information" means information, policies, procedures, requirements and documents published or issued by Vessel Works relating to the Facility, including information at www.vesselworks.co.nz.

"Owner" means the person(s) holding legal title to and right of exclusive possession of the Nominated Vessel.

"Project Manager" means the person identified/authorised by the Client to manage or coordinate works and, where authorised, approve Contractor invoices, variations and project matters.

"Project Security" means an amount required by Vessel Works as security for Charges, Contractor Works amounts or other amounts payable or reasonably anticipated in connection with the vessel/project.

"Rates" means Vessel Works rates for Services, Facility use and other Charges in force from time to time, including rates published at www.vesselworks.co.nz or otherwise advised.

"Representatives" means a person's employees, agents, authorised representatives, invitees and other persons under its direction/control, excluding a separately engaged Contractor unless expressly stated.

"Services" means services agreed to be provided by Vessel Works, including as applicable Travel Lift operations, hardstand, berthage, wharfage, loading/unloading Facility use, utilities, equipment, Project Coordination/Management and other agreed services.

"Structures" means seawalls, piers, jetties, walkways, wharves, pontoons, piles, fingers, gangways, ramps and other Facility structures, improvements, fixtures and fittings.

"Term" means the duration of this Agreement under clause 1.

"Travel Lift" means the travel lift machine at the Facility and any other lifting/handling equipment used by Vessel Works in providing Services.

"Vessel Works Facility / Facility" means the Vessel Works marine facility operated by Pacific Safe Harbours Limited at Sulphur Point, Tauranga, including hardstand, Travel Lift/lifting areas, berths, refit berths, wharves, loading/unloading areas, sheds and associated operational areas, structures and facilities.

"Vessel Works Margin" means the 10% margin applied by Vessel Works to Contractor Works under clause 7 unless otherwise agreed in writing.

INTERPRETATION

- (a) headings are for convenience only and do not affect interpretation;
- (b) including and similar words do not imply limitation;
- (c) a person includes a company or body of persons, incorporated or not;
- (d) singular includes plural and vice versa;
- (e) references to parties are references to parties to this Agreement;
- (f) an obligation not to do something includes not permitting or causing it to be done;
- (g) a reference to legislation includes amendments, replacements and subordinate legislation;

- (h)** a Client obligation includes an obligation to ensure its Representatives comply where applicable. Contractors are subject to their own Contractor Access and Services Agreement (Licence), without relieving the Client of obligations expressly imposed on it in relation to Contractor Works;
- (i)** references to Facility Rules, Minimum Standards, Operator Information or Vessel Works policies/procedures mean those documents as amended or replaced from time to time in accordance with this Agreement;
- (j)** written/in writing includes email or other retainable electronic written communication unless a signed document is expressly required; and
- (k)** where an obligation falls on a specified calendar date that is not a Business Day, it is due on the next Business Day unless expressly stated otherwise.