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SURVEY REPORT

REF: 2021/



At the request of John Dutch (Client) of 4 Idlewoods Cr. Rainbow Flat NSW 2430, RMS carried out an 'out of water' pre purchase condition survey, at Marks Point Marina (Location of vessel) on 10th November 2021 (Date of inspection).

Draft:

Specification of Vessel

Ambassador 1 Name: **Gulf Craft Ambassador 38 Model: Hull material:** GRP **Hull colour:** White **Designer: Gulf Craft Gulf Craft Builder: Launched:** 1995 LOA: 11.6m Beam: 3.7m

.9m

Displacement: Approx 5.5 tonnes
Registration/HIN # AUWWA159144HT8

Waterways # AFG898N

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1. Construction & Scantlings

Item

Isopholic gelcoat GRP hull and deck moulding from combination of chopped strand mat, bi-directional knit fabric and balsa core. Hand laminated with isopholic polyester resin. Hull and deck bolted and bonded. Inspected and in sound condition with no defects found.

Variable deadrise hull which is fine at the bow and runs to 22 degrees at the transom

2. General arrangement - layout

Item

Fwd cabin with island bed and enclosed head & shower to port. L shaped galley to port and dining table with U shaped seating to stbd. Mid state room with double bed under cockpit behind companionway steps and escape hatch. Helm station to stbd with lounges and seating in cockpit. Engines under aft cockpit hatches.

3. Hull & deck – External

Item	Description/Condition
Topsides and deck	The gelcoat and laminates are all in
	satisfactory condition
Hatches and Windows	All appear secure and weathertight
Anodes	5 anodes all to be replaced. Collar
	anodes on legs and on transom
Deck hardware – Winches,	All deck fittings are well secured and
Tracks, Traveller etc	in satisfactory condition
Awnings / Bimini / Covers	Grey covers, clears and zippers all in
	good condition
Toe rails / Grab rails	All secure and in satisfactory condition

4. Hull & deck – Internal

Item	Description/Condition
Structural/Bulkheads/Frames	All GRP bonding to the bulkheads,
	floors, furniture etc has been inspected
	where accessible and found intact and
	free from fracture movement or
	delamination
Interior fit out	F/g moulded furniture with laminated
	timber trim and panelling with carpet
	in cabin. There is slight distortion of
	the timber panelling which could be
	rectified by sanding and revarnishing
	the affected area
Bilge/Sole	Clean and dry
Dampness/Mould	None found
Upholstery	White vinyl cushions in satisfactory
	condition

5. Propulsion machinery etc

Item

Volvo Penta KAD42 Twin diesels 230Hp stern drives S/N 2204210674 (port) and 2204210548 (stbd). Gauges operational. Trim tabs and tilt operational. Hourmeter showing 140 Hrs. Horn & blower not working, wipers operational. Overall condition of the engines appears in reasonable order however this is not a complete mechanical survey and should be used as an indication only. If further information s required a complete survey from a marine mechanical engineer should be obtained. On sea trial the vessel achieved 14.5 knots @ 2300 rpm. Black exhaust smoke and steam showing. Supercharger was 'hunting'. Suggest a full service be performed on the engines. Onan generator operational

6. Electrical system and other equipment

Item	Description/Condition
12v Spotlight	Operational
12v Cabin and Nav lights	Operational
Plastimo Offshore 105 compass	Serviceable
Soniq and Samsung TVs	Not tested
Engel 12/240 fridge	Operational
Princess 2 Burner cooktop	Operational
National microwave	Operational
12v Pressure water (cold only) with	Operational – stern shower needs a
deck wash	tap
Plastimo clock and barometer	Serviceable – clock needs battery
Muir electric anchor winch with remote	Operational
2 Marine Air airconditioners	Operational
3 DC31DT 12v 650cca batteries	Serviceable
Durst battery charger 12v45A	Operational
240V shorepower lead with AC outlets	Operational
S/S Boarding ladder and marlin board with bait table	Serviceable

7. Thru hulls and plumbing etc

Item	Description/Condition
Transducers	Depth operational
Seacocks/operation	Ball valves all replaced and serviceable
Pumps	2 electric with float switch, 1 shower sump and 1 manual bilge pump all operational
Toilet	TMC electric toilet with macerator operational
Tankage	2 Aluminium fuel tanks with shut off valves 800 litres, 270 litre aluminium water tank, 25 litre HW tank

8. Rudder and steering gear etc

Item	Description/Condition
Rudder / Wheel	Sports wheel in good condition
Cables and Sheaves	All appear in serviceable condition
Propeller	Volvo 290 Duoprops (3 and 4 blade props) in satisfactory condition
Struts and Skegs	All appear in satisfactory condition
Bearings	Gimbal bearings appear serviceable
Emergency steering	none

9. Navigation electronics and radio transceivers etc

Item	Make/Model	Description/Condition
GME GX294 27 Mhz	z radio	Has power
Interphase Outlook so	nar	Operational
Furuno FCV 585 Dep	th sounder	Operational

10. Safety equipment and ground tackle

Item	Description/Condition
Approx 10 asstd lifejackets + 2 Infl	Serviceable
2 x 1K dry powder fire extinguisher	Due for replacement
CQR anchor with 8mm chain	Serviceable
Fire blanket	Serviceable
GME MT400 EPIRB s/n 1108230935	Expiry date Feb 2018

Note: RMS is not responsible to report on whether the above safety equipment conforms to the requirements of relevant maritime authority for the areas of operation of the vessel. This is the owners/skipper's responsibility.

IMPORTANT

This report is provided by RMS to the client. Rob Landis provides services to RMS and is NOT personally responsible or liable in any way to the client in respect of this report or otherwise relating to the work performed or advice provided by RMS.

SCOPE OF REPORT

- 1. This report is subject to and based on:
- a) An external visual inspection of those areas of the Vessel which were fully accessible to RMS on the Date of Inspection (any limitations to access are identified in the relevant section of this report). No stripping of antifouling or surface coatings is undertaken and no below surface defects which are not readily apparent from an external visual inspection are identified in this report.
- b) RMS has not inspected woodwork or any parts or areas of the Vessel which are covered, not exposed or inaccessible without removing permanent fixtures or attachments or the use of tools or equipment.
- c) No test borings of the hull or superstructure are made. The engine and accessible mechanical and electrical equipment or machinery are visually inspected but their operation and performance is not checked. No determination of stability and handling characteristics, inherent structural integrity or sea worthiness is made.
- 2. RMS will not be responsible for any defects in the Vessel or omission from the report in respect of a matter described in paragraph 1.
- 3. All fibreglass boats are likely to have some degree of osmosis in the hull consistent with their age (particularly vessels over 10 years old) and the water conditions in which they have been moored. Any visible blisters in the gel coat or defects detectable by percussion testing will be identified in the report, but **no opinion** is given as to the extent of osmosis below the surface. No piercing of blisters will be undertaken except with the consent of the owner.

Where this report identifies any damage or defect to any part of the Vessel or the report recommends any repair, the client should engage a qualified shipwright or repairer to determine the extent of that damage, defect or repair required and provide a quote for repair.

Third Parties

4. This report has been prepared solely for the private and confidential use of the Client. It must not be reproduced in whole or part or relied upon by any other person or be used for any other purpose without written authority of RMS. This report may only be used in its complete form.

- 5. This report may be provided to an insurance company or insurance broker where the report states that its purpose is to support an insurance proposal in respect of the Vessel.
- 6. RMS will not be liable to the Client or to any other person for any personal injury, death, direct or indirect loss or damage in connection with the report including loss of profits or anticipated profits irrespective of whether the loss or damage is caused by or relates to breach of contract, statute, tort (including negligence) or otherwise.

Warranties

- 7. RMS may rely upon (but has not verified) any information in relation to the Vessel provided by the client or others.
- 8. The Client warrants that they have fully disclosed to RMS everything in relation to the Vessel which the Client knew or ought reasonably to know which may reasonably affect this report.

Liability and limitations

- 9. This report is provided for the Clients' use only. No liability of whatever nature is assumed towards any other party and nothing in these terms, or the relationship between RMS and the Client, shall confer or purport to confer on any third party a benefit or the right to enforce any provision of these terms.
- 10. Notwithstanding any other provision of these terms:
- 10.1 RMS liability expires 6 months after delivery of the report and RMS thereafter has no liability in respect of the report or any alleged default in connection with the provision thereof;
- 10.2 RMS is not liable for any loss, damage, delay or expense of whatever nature whether direct or indirect (including but not limited to loss of profit and loss of use) and howsoever arising or resulting whether directly or indirectly in the course of or as a result of the provision of this report, (a) unless written notice is given within 14 days of the date on which the Client knew or ought reasonably to have become aware of the existence of such breach, or (b) resulting from unforeseeable causes beyond RMS's reasonable control;
- 10.3 The Client covenants with RMS that no servant or agent of RMS (including Rob Landis) shall in any circumstances whatsoever be under any liability for any loss arising or resulting directly or indirectly from any act, neglect or default on their part while acting in the course of or in connection with their employment or engagement and, without prejudice to the generality of the foregoing, every exemption, limitation and condition herein contained and every right, exemption

and limitation of liability applicable to RMS or to which RMS is entitled hereunder shall also be available to protect every such servant or agent;

Notwithstanding anything to the contrary these terms are subject to the Australian Consumer Law . If and to the extent consumer guarantees apply to these terms and prevent the exclusion, restriction or modification of any such consumer guarantee, RMS liability, if any, for breach of any consumer guarantee shall be limited at RMS option to the supply of the services again or the cost of having the services supplied again.

Fees

11. Fees and expenses for the provision of this report are due and payable prior to the delivery of the report unless otherwise agreed. GST is payable in addition to all fees and expenses.

Default

- 12.1 Client default: RMS may terminate its appointment forthwith if the Client fails for more than 7 days to pay any sum due when demanded, or if the Client fails consistently to respond promptly to requests for information and/or instruction.
- 12.2 Other defaults: Either party may terminate RMS appointment forthwith by notice if the other party: has a petition presented for its winding up or administration which is not discharged within 14 days of presentation or any other action is taken with a view to its winding up (otherwise than for the purpose of reorganisation or amalgamation without insolvency), or become bankrupt or commit an act of bankruptcy, or make any arrangement or composition for the benefit of creditors, or have a receiver or manager or administrative receiver or administrator or liquidator appointed in respect of any of its assets, or have anything analogous to any of the foregoing occur to it, or cease or threaten to cease to carry on business; without prejudice to the accrued rights of the other party.

Surveys

13. All survey work is undertaken on the basis that no representation or guarantee is given against faulty design, latent defects or suitability of the vessel or any of its fittings or equipment for any particular purpose or compliance with any local or national law requirement or code.

Law and disputes

14. These terms are governed by and construed in accordance with the law in New South Wales and any dispute or difference arising, or claim made, between or by the parties out of or in relation to or in connection with the report which cannot be

resolved by the parties must be submitted to the non-exclusive jurisdiction of the courts of New South Wales.

Miscellaneous

- 15. No exercise or failure to exercise or delay in exercising any right, power or remedy vested in either party is deemed to be a waiver by that party of that or any other right, power or remedy.
- 16. Neither party can transfer or assign its rights or obligations under these terms without the prior written consent of the other.
- 17. In the event any provision of these terms is held to be a violation of any applicable law, statute or regulation it will be deleted and be of no force or effect and these terms remain in full force and effect as if such provision had not been included.
- 18. These terms form the entire agreement between the parties and supersede all previous agreements and understandings between them, and no warranty, condition, description, term or representation is given or to be implied by anything said or written in negotiations between the parties or their representatives prior to the communication of these terms.
- 19. Any communication required to be given under these terms by either party must be in writing and be sufficiently given either by letter, fax or electronic mail (provided the same is capable of being recorded by the recipient in durable form) sent to the other at the contact details previously notified and any such notice is deemed given at the time it would in the ordinary course of transmission have been received.
- 20. Both parties undertake to maintain the confidentiality of all information supplied by each other and not to divulge such information to third parties without the prior written authority of the other.

Signed

Rob Landis Marine Surveyor

On behalf of Thara Pty Ltd

PHOTOGR APHS







