

**Agreement for the recognition of workshops  
under an alternative survey scheme (Mode I)**

**in accordance with Bureau Veritas Rules for the Classification  
of Steel Ships and Rule Note NR 320 as amended**

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**AGREEMENT N° SMS.W.II /A.0**

\*\*\*\*\* *Avs/2130258*



Rue de Clabecq 101  
1460 ITTRE

Between : *Name of Company*

(hereinafter called "the COMPANY"), having its registered office at *Address*

and **Bureau Veritas** (hereinafter called "BUREAU VERITAS"), a company organized and existing under the laws of France, having its registered office at **67/71 Boulevard du Château, 92200 Neuilly-sur-seine (FRANCE)**, including also its subsidiaries and branch offices worldwide,

hereinafter also individually referred to as "Party" and collectively referred to as "Parties",

the following is agreed on :

**Art.1 - Purpose of the agreement**

1.1 - The purpose of this agreement is the definition of the conditions for the recognition of the production sites of the COMPANY listed below under an alternative inspection scheme (Mode I) in accordance with the requirements of BUREAU VERITAS Rules for the Classification of Steel Ships and the BUREAU VERITAS Rule Note NR 320 as amended :

*address of production sites*



Rue de Clabecq 101  
1460 ITTRE

1.2 - This agreement is restricted to the products designated in the attached appendix 1. This appendix may be amended by a written agreement to be signed by the parties.

## **Art.2 - Scope of work of BUREAU VERITAS**

2.1 - BUREAU VERITAS agrees to provide the COMPANY with :

- Assessment of the documentation submitted;
- Preliminary audit of the COMPANY Quality System and production facilities where deemed necessary by BUREAU VERITAS
- Audit of the COMPANY Quality System and production facilities as described in Rule Note NR320 with a view to have sufficient evidences that the the tests and/or examinations required by the relevant Rules for Classification can be performed by the COMPANY without systematic attendance of BUREAU VERITAS surveyors.
- Approval of the Inspection and Testing Plan for each product listed in Appendix 1.
- The issuance of a recognition certificate upon satisfactory completion of the procedure.
- The endorsement of the Certificates of Conformity of Product submitted by the COMPANY where found satisfactory.
- Intermediate assessments according to the planning stated in appendix 3.

## **Art.3 - Obligations and responsibilities of BUREAU VERITAS**

3.1 - It is the BUREAU VERITAS responsibility to perform the services defined in Art.2.

3.2 - BUREAU VERITAS Surveyors and/or Auditors will act within the scope of the BUREAU VERITAS Marine Division General Conditions hereto attached in Appendix 5.

## **Art.4 - Obligations and responsibilities of the COMPANY**

4.1 - The COMPANY is well aware of the BUREAU VERITAS Marine Division General Conditions, here appended, and accepts them subject to the changes made in the present Agreement.

4.2 - The COMPANY shall make available to BUREAU VERITAS the documentation necessary to enable BUREAU VERITAS to ascertain that the requirements of the relevant Rules are complied with.

4.3 - The COMPANY shall provide BUREAU VERITAS with all quality related documentation, information and facilities necessary to allow BUREAU VERITAS to perform its task.

4.4 - The COMPANY undertakes to submit an inspection and testing plan to BUREAU VERITAS for the products listed giving details of all the operations of inspection and testing realized by the COMPANY before, during and after the manufacture in order to control the production in compliance with the applicable requirements.

4.5 - The documents and information specified in sub-articles 4.2, 4.3 and 4.4 above will be written in English or in any language agreed with BUREAU VERITAS.

4.6 - The COMPANY undertakes to strictly follow the approved inspection and testing plan and the requirements of the relevant Rules for Classification for the products to be certified within the scope of the agreement.

4.7 - The COMPANY undertakes to keep a record of all complaints made known to it relating to product's compliance with applicable requirements, to take appropriate actions with respect to such complaints and any deficiencies found that affect compliance with the applicable requirements and to document the actions taken. All the records are to be made available to BUREAU VERITAS when requested.

4.8 - The COMPANY undertakes to use the format of certificates of conformity given in appendix 6 unless it has been agreed to use the internet tool "www.veristarm.com" for that purpose and to submit all the certificates processed to BUREAU VERITAS for endorsement.

4.9 - When the internet tool "www.veristarm.com" is used, the COMPANY undertakes to send a written request to BUREAU VERITAS to cancel the access granted to personnel leaving the COMPANY or appointed to different affairs.

4.10 - The COMPANY undertakes to use the markings as per model given in appendix 4 to mark the products certified within the scope of this agreement.

#### **Art.5 - Fees and Expenses**

5.1 - In consideration of the Services provided by BUREAU VERITAS, the COMPANY shall pay the service fees to BUREAU VERITAS. These service fees which represent the net amount due to BUREAU VERITAS are to be increased of any legal taxes applicable at the time the invoice is issued, and are detailed in appendix 3.

5.2 - All the fees are subject to annual revision, according to the variation of the national consumer index, except where otherwise specified, as per the formula  $P=P_0 \times (S/S_0)$  where :



P= Price actualized at the date of invoicing,

P0=Price fixed by this agreement,

S=Latest national consumer index known at the date of invoicing,

S0=Value of the national consumer index corresponding to the reference economic conditions with respect to which the rates are fixed.

5.3 - The COMPANY shall effect payment of each invoice to BUREAU VERITAS account mentioned in the invoice within 30 days from receipt of the invoice.

5.4 - In case the COMPANY disputes an invoice it shall, by the time specified in sub-article 5.3, pay that part which is not in dispute and state the reasons for the dispute.

#### **Art.6 - Validity of agreement - Cancellation**

6.1 – The agreement shall be valid and binding between the COMPANY and BUREAU VERITAS from its date of execution specified in Art.14, and shall continue in effect for a period of four years. It will automatically be renewed for another four years unless terminated in writing by either party 3 months prior to the anniversary date of the agreement.

6.2 - BUREAU VERITAS may suspend or withdraw its recognition certificate without prior notice to the COMPANY, in case of product failure in service, or changes in their design, or in their manufacturing condition or in their conditions of use, or in case of failure resulting from the use of approved processes, not brought to the knowledge of BUREAU VERITAS, or in case of non fulfillment to the conditions stated in Article 4 of this agreement, and especially in sub-articles 4.5 and 4.6.

6.3 - BUREAU VERITAS reserves the right to cancel this agreement in case of non-payment by the COMPANY of the sums mentioned in Art.5, 30 days after unfruitful notification to pay.

#### **Art.7 - Amendment of the agreement**

7.1 - Neither amendment nor modification to this agreement and its Appendices shall be made unless it is in writing and duly signed by the parties hereto.

#### **Art.8 - Partial invalidity**

8.1 - In case one or more of the provisions contained in this agreement shall be held to be invalid or illegal, such a provision shall not affect any other provision or legal validity of the agreement, and this agreement shall be construed as if such provision had never been contained herein.

#### **Art.9 - Confidential information**

9.1 - Confidentiality obligations of Bureau Veritas are those which result from the application of article 9 of the Marine Division general conditions enclosed in appendix 5.

#### **Art.10 - Force majeure**

10.1- The article 10 of the Marine Division general conditions enclosed in appendix 5 is replaced by : No default or improper fulfilment of the agreement is to be considered in case either party is prevented from carrying out its obligations further to the occurrence of circumstances such as strikes, trade disputes, civil disorders, war (whether declared or not), fire, flooding, explosions, disasters, equipment failure, technical incidents, delay or interruption of transportation or any other circumstances beyond its control, making it impossible for this party to carry out its obligations.

#### **Art.11 - Preliminary conciliation**

11.1- The parties will try to resolve, by amicable negotiation, the possible differences of opinion or disputes which may arise from the application of the present agreement.

#### **Art.12 - Arbitration**

12.1- In case no amicable settlement can be reached by the parties, the disputes over the services carried out by BUREAU VERITAS shall be resolved according to Article 12 of the Marine Division General Conditions enclosed in appendix 5.

**Art.13 - Date of execution**

13.1- This agreement enters into force on

Issued at \_\_\_\_\_ in duplicate.

for and on behalf of

The COMPANY

  
SIGNATURE

VERDEULEN

PRINTED NAME

QSE Manager

TITLE

21/05/2012  
DATE

for and on behalf of

BUREAU VERITAS

  
SIGNATURE

N. APPELS

PRINTED NAME

MARINE SURVEYOR

TITLE

21/05/12  
DATE

List of appendices

1	LIST OF PRODUCTS CONCERNED
2	PLANNING FOR INTERMEDIATE ASSESSMENTS
3	FEES
4	MODEL OF MARKINGS
5	BUREAU VERITAS MARINE DIVISION GENERAL CONDITIONS
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## APPENDIX 1 TO AGREEMENT N° SMS.W.II /

Product (model, type, brand etc.)	Bureau Veritas Approval Certificate No.
Normal strength Hot steel rolled products	11705/cø BV
Ferritic steel rolled products for low temperature applications	12736/cø BV
Higher strength Hot steel rolled products	08551/cø BV

As stated in Art.1 of the Agreement, this list may be amended by a written agreement to be signed by both parties.

**APPENDIX 2 TO AGREEMENT N° SMS.W.II /**

**PLANNING FOR INTERMEDIATE ASSESSMENTS :**

Q2 - 2013

Q2 - 2014

Q2 - 2015



APPENDIX 3 TO AGREEMENT N° SMS.W.II /

FEEES FOR ASSESSMENT : 6'164 Euro incl. VAT. for cycle of 4 years.

FEEES FOR THE CERTIFICATES OF CONFORMITY OF PRODUCTS : As per price list 2012.

**APPENDIX 4 TO AGREEMENT N° SMS.W.I/ /**

MODEL OF MARKINGS TO BE USED BY THE COMPANY ON THE PRODUCTS CERTIFIED WITHIN THE SCOPE OF THIS AGREEMENT :





**BUREAU  
VERITAS**

## ARTICLE 1

1.1. - BUREAU VERITAS is a Society the purpose of whose Marine Division (the "Society") is the classification (« Classification ») of any ship or vessel or structure of any type or part of it or system therein collectively hereinafter referred to as a "Unit" whether linked to shore, river bed or sea bed or not, whether operated or located at sea or in inland waters or partly on land, including submarines, hovercrafts, drilling rigs, offshore installations of any type and of any purpose, their related and ancillary equipment, subsea or not, such as well head and pipelines, mooring legs and mooring points or otherwise as decided by the Society.

The Society:

- prepares and publishes Rules for classification, Guidance Notes and other documents (« Rules »);
- issues Certificates, Attestations and Reports following its interventions (« Certificates »);
- publishes Registers.

1.2. - The Society also participates in the application of National and International Regulations or Standards, in particular by delegation from different Governments. Those activities are hereafter collectively referred to as « Certification ».

1.3. - The Society can also provide services related to Classification and Certification such as ship and company safety management certification; ship and port security certification, training activities; all activities and duties incidental thereto such as documentation on any supporting means, software, instrumentation, measurements, tests and trials on board.

1.4. - The interventions mentioned in 1.1., 1.2. and 1.3. are referred to as « Services ». The party and/or its representative requesting the services is hereinafter referred to as the « Client ». The Services are prepared and carried out on the assumption that the Clients are aware of the International Maritime and/or Offshore Industry (the "Industry") practices.

1.5. - The Society is neither and may not be considered as an Underwriter, Broker in ship's sale or chartering, Expert in Unit's valuation, Consulting Engineer, Controller, Naval Architect, Manufacturer, Shipbuilder, Repair yard, Charterer or Shipowner who are not relieved of any of their expressed or implied obligations by the interventions of the Society.

## ARTICLE 2

2.1. - Classification is the appraisalment given by the Society for its Client, at a certain date, following surveys by its Surveyors along the lines specified in Articles 3 and 4 hereafter on the level of compliance of a Unit to its Rules or part of them. This appraisalment is represented by a class entered on the Certificates and periodically transcribed in the Society's Register.

2.2. - Certification is carried out by the Society along the same lines as set out in Articles 3 and 4 hereafter and with reference to the applicable National and International Regulations or Standards.

2.3. - It is incumbent upon the Client to maintain the condition of the Unit after surveys, to present the Unit for surveys and to inform the Society without delay of circumstances which may affect the given appraisalment or cause to modify its scope.

2.4. - The Client is to give to the Society all access and information necessary for the safe and efficient performance of the requested Services. The Client is the sole responsible for the conditions of presentation of the Unit for tests, trials and surveys and the conditions under which tests and trials are carried out.

## ARTICLE 3

3.1. - The Rules, procedures and instructions of the Society take into account at the date of their preparation the state of currently available and proven technical knowledge of the Industry. They are not a standard or a code of construction neither a guide for maintenance, a safety handbook or a guide of professional practices, all of which are assumed to be known in detail and carefully followed at all times by the Client.

Committees consisting of personalities from the Industry contribute to the development of those documents.

3.2. - The Society only is qualified to apply its Rules and to interpret them. Any reference to them has no effect unless it involves the Society's intervention.

3.3. - The Services of the Society are carried out by professional Surveyors according to the applicable Rules and to the Code of Ethics of the Society. Surveyors have authority to decide locally on matters related to classification and certification of the Units, unless the Rules provide otherwise.

3.4. - The operations of the Society in providing its Services are exclusively conducted by way of random inspections and do not in any circumstances involve monitoring or exhaustive verification.

## ARTICLE 4

4.1. - The Society, acting by reference to its Rules:

- reviews the construction arrangements of the Units as shown on the documents presented by the Client;
- conducts surveys at the place of their construction;
- classes Units and enters their class in its Register;
- surveys periodically the Units in service to note that the requirements for the maintenance of class are met.

The Client is to inform the Society without delay of circumstances which may cause the date or the extent of the surveys to be changed.

## ARTICLE 5

5.1. - The Society acts as a provider of services. This cannot be construed as an obligation bearing on the Society to obtain a result or as a warranty.

5.2. - The certificates issued by the Society pursuant to 5.1. here above are a statement on the level of compliance of the Unit to its Rules or to the documents of reference for the Services provided for.

In particular, the Society does not engage in any work relating to the design, building, production or repair checks, neither in the operation of the Units or in their trade, neither in any advisory services, and cannot be held liable on those accounts. Its certificates cannot be construed as an implied or express warranty of safety, fitness for the purpose, seaworthiness of the Unit or of its value for sale, insurance or chartering.

5.3. - The Society does not declare the acceptance or commissioning of a Unit, nor of its construction in conformity with its design, that being the exclusive responsibility of its owner or builder, respectively.

5.4. - The Services of the Society cannot create any obligation bearing on the Society or constitute any warranty of proper operation, beyond any representation set forth in the Rules, of any Unit, equipment or machinery, computer software of any sort or other comparable concepts that has been subject to any survey by the Society.

# MARINE DIVISION GENERAL CONDITIONS

## ARTICLE 6

6.1. - The Society accepts no responsibility for the use of information related to its Services which was not provided for the purpose by the Society or with its assistance.

6.2. - If the Services of the Society cause to the Client a damage which is proved to be the direct and reasonably foreseeable consequence of an error or omission of the Society, its liability towards the Client is limited to ten times the amount of fee paid for the Service having caused the damage, provided however that this limit shall be subject to a minimum of eight thousand (8,000) Euro, and to a maximum which is the greater of eight hundred thousand (800,000) Euro and one and a half times the above mentioned fee.

The Society bears no liability for indirect or consequential loss such as e.g. loss of revenue, loss of profit, loss of production, loss relative to other contracts and indemnities for termination of other agreements.

6.3. - All claims are to be presented to the Society in writing within three months of the date when the Services were supplied or (if later) the date when the events which are relied on were first known to the Client, and any claim which is not so presented shall be deemed waived and absolutely barred. Time is to be interrupted thereafter with the same periodicity.

## ARTICLE 7

7.1. - Requests for Services are to be in writing.

7.2. - Either the Client or the Society can terminate as of right the requested Services after giving the other party thirty days' written notice, for convenience, and without prejudice to the provisions in Article 8 hereunder.

7.3. - The class granted to the concerned Units and the previously issued certificates remain valid until the date of effect of the notice issued according to 7.2. here above subject to compliance with 2.3. here above and Article 8 hereunder.

7.4. - The contract for classification and/or certification of a Unit cannot be transferred neither assigned.

## ARTICLE 8

8.1. - The Services of the Society, whether completed or not, involve, for the part carried out, the payment of fee upon receipt of the invoice and the reimbursement of the expenses incurred.

8.2. - Overdue amounts are increased as of right by interest in accordance with the applicable legislation.

8.3. - The class of a Unit may be suspended in the event of non-payment of fee after a first unfruitful notification to pay.

## ARTICLE 9

9.1. - The documents and data provided to or prepared by the Society for its Services, and the information available to the Society, are treated as confidential. However:

- Clients have access to the data they have provided to the Society and, during the period of classification of the Unit for them, to the classification file consisting of survey reports and certificates which have been prepared at any time by the Society for the classification of the Unit;
- copy of the documents made available for the classification of the Unit and of available survey reports can be handed over to another Classification Society, where appropriate, in case of the Unit's transfer of class;
- the data relative to the evolution of the Register, to the class suspension and to the survey status of the Units, as well as general technical information related to hull and equipment damages, are passed on to IACS (International Association of Classification Societies) according to the association working rules;
- the certificates, documents and information relative to the Units classed with the Society may be reviewed during certifying bodies audits and are disclosed upon order of the concerned governmental or inter-governmental authorities or of a Court having jurisdiction.

The documents and data are subject to a file management plan.

## ARTICLE 10

10.1. - Any delay or shortcoming in the performance of its Services by the Society arising from an event not reasonably foreseeable by or beyond the control of the Society shall be deemed not to be a breach of contract.

## ARTICLE 11

11.1. - In case of diverging opinions during surveys between the Client and the Society's surveyor, the Society may designate another of its surveyors at the request of the Client.

11.2. - Disagreements of a technical nature between the Client and the Society can be submitted by the Society to the advice of its Marine Advisory Committee.

## ARTICLE 12

12.1. - Disputes over the Services carried out by delegation of Governments are assessed within the framework of the applicable agreements with the States, international Conventions and national rules.

12.2. - Disputes arising out of the payment of the Society's invoices by the Client are submitted to the Court of Nanterre, France.

12.3. - Other disputes over the present General Conditions or over the Services of the Society are exclusively submitted to arbitration, by three arbitrators, in London according to the Arbitration Act 1996 or any statutory modification or re-enactment thereof. The contract between the Society and the Client shall be governed by English law.

## ARTICLE 13

13.1. - These General Conditions constitute the sole contractual obligations binding together the Society and the Client, to the exclusion of all other representation, statements, terms, conditions whether express or implied. They may be varied in writing by mutual agreement.

13.2. - The invalidity of one or more stipulations of the present General Conditions does not affect the validity of the remaining provisions.

13.3. - The definitions herein take precedence over any definitions serving the same purpose which may appear in other documents issued by the Society.

**APPENDIX 6 TO AGREEMENT N° SMS.W.I/ /**

**FORMAT OF CERTIFICATE OF CONFORMITY (unless it has been agreed to use the internet tool  
“[www.veristarpm.com](http://www.veristarpm.com)” for that purpose)**