



**BUREAU
VERITAS**

Marine Branch

Published in NG 363

Cert. No.

1 5 6 0 1 3 A 0 0

H

File No. : ACM 171/0304/002

TYPE APPROVAL CERTIFICATE

Considering the data supplied at the date of this certificate, BUREAU VERITAS declares to accept the use of the item defined hereafter on board ships or offshore installations classed with the Society :

PRODUCT CATEGORY : SURFACE PROTECTION AND COLD REPAIR PRODUCTS

MANUFACTURED BY : CHESTERTON ARC DIVISION (United States of America)

PRODUCT DESCRIPTION - APPLICATION - LIMITATIONS OF USE :

EPOXY RESIN STRUCTURE REINFORCED BY CERAMICS

ARC 855 : Characteristics as per form E77064 - Rev. 11/93.

ARC 858 : Characteristics as per form E77065 - Rev. 01/93.

APPLICATIONS : Repair and surface protection of unstressed metallic parts.

LIMITATIONS :

1. All repairs and coatings are to be carried out in accordance with the Manufacturer's recommendations and instructions.
2. If the repair involves any pressure containing or structural components, details of the proposed repair are to be submitted to BUREAU VERITAS for review.

Approval based on Surveyor's test witnessing or validation by the Society of the test reports submitted, as far as prescribed by the Society Rules. The approval may be withdrawn in case of changes in design or in conditions of use not brought to the knowledge of the Society or failure in service or changes of applicable test methods. The approval implies that the series have been Homologated by the Society with a view to attesting the mass production reproducibility and that the item is installed to the Manufacturer's instructions according to the requirements of the Society Rules and to the satisfaction of the Society Surveyors. Extension of the approval may be required in special cases not stipulated in the present certificate, e.g. for use in hazardous areas, within the scope of certain class notations or when particular regulations are to be satisfied.

THE APPROVAL IS VALID UNTIL : **31st MARCH 1999**

At Paris - La Défense, on 17th MARCH 1995



[Handwritten signature]
For the Secretary

Any person not a party to the contract pursuant to which this document is delivered may not assert a claim against BUREAU VERITAS for any liability arising out of errors or omissions which may be contained in said document, or for errors of judgment, fault or negligence committed by personnel of the Society or of its Agents in the establishment or issuance of this document, and in connection with any activities for which it may provide.

BV Mod. Ad. E 532 d - 02/1992

The latest published Rules of BUREAU VERITAS and the Marine Division General Conditions stated overleaf are applicable.

MARINE BRANCH GENERAL CONDITIONS

ARTICLE 1

1.1. - BUREAU VERITAS is a Society, the purpose of whose Marine Branch is the classification of vessels, sea and river units, offshore structures and craft of all kinds, collectively hereinafter referred to as "ships".

The Society :

- sets forth and develops Rules, Guidance Notes and other documents ;
- publishes Registers ;
- issues Certificates, Attestations and Reports following its interventions.

1.2. - BUREAU VERITAS also participates in the application of National or International Regulations or Standards, in particular, by delegation from different Governments.

1.3. - BUREAU VERITAS can also carry out Technical Assistance missions and provide special services exceeding the scope of classification, to which Particular Conditions will then apply.

1.4. - BUREAU VERITAS is neither, and may not be considered as, an Underwriter, Consulting Engineer, Naval Architect, Shipbuilder or a Shipowner, and cannot assume the obligations incumbent on such functions, even though its experience enables it to answer enquiries concerning matters not covered by its Rules, Guidance Notes or other documents.

ARTICLE 2

2.1. - Classification is the expression of confidence given by the Society to a ship, for a particular use or service and for a certain period of time, by reference to its Rules, Guidance Notes and other documents : this opinion expresses only the strict personal view of the Society. It is represented by a class published in the Register.

2.2. - The documents issued pursuant to surveys carried out by the Society's surveyors according to the methods and modalities mentioned in articles 3 and 4 reflect the condition of the ship at the time of the survey. It is the Owner's or his Agent's responsibility to maintain that condition until the next survey required by the Rules.

ARTICLE 3

BUREAU VERITAS

- appraises specifications and drawings for the construction of ships by reference to its Rules,
- inspects materials, machinery, equipment, fittings and other items used in the construction of ships, by reference to its Rules,
- surveys the construction of ships to ensure that they are built in accordance with approved drawings and the Society's published Rules,
- classes ships in accordance with its Rules and publishes the ships' names in its Register,
- carries out periodic surveys of ships in service in order to ensure that the requirements for the specified class are met. It is the owner's duty to report to the Society any incident or event affecting the condition of the ship or the need for repairs, whatever their nature or extent.

ARTICLE 4

4.1. - The Rules, Guidance Notes and other documents published by the Society endeavour to meet the state of the art and technology at the time they are published.

Committees, consisting of personalities from the International Maritime Industry, contribute to the development of these documents.

The Society is not responsible for any inadequacy or failure of such Rules, Guidance Notes or other documents as a result of future development of techniques which could not reasonably have been foreseen at the time of their publication.

4.2. - BUREAU VERITAS is sole qualified to decide upon the meaning, the interpretation and application of the documents mentioned above. Any reference to them is of no value if it does not involve, accompany or follow a Society's intervention.

4.3. - The Society exercises due care and skill and acts in a professional and workmanlike manner :

- in the selection of its surveyors,
- in the performance of its services, considering the state of the art and technology in existence at the time the services are being performed.

4.4. - Surveys conducted by the Society include, but are not limited to, visual inspection, non-destructive testing, laboratory testing and underwater inspection by divers. Survey practices and procedures are selected by the Society in its sole and absolute discretion based on its experience and knowledge and according to generally accepted professional standards in the Industry.

ARTICLE 5

5.1. - **No report, statement, notation on a plan, review, certificate of class or any document or information issued or given as part of the services provided by the Society shall be given any legal effect or implication other than a representation that the ship, structure, item of material, equipment or machinery or any other item covered by such document or information has met one or more of the Society's Rules. Any such representation is issued solely for the use of the Society, its committees and clients or other duly authorized entities and for no other purpose.**

5.2. - The classing of a ship, or the issuance of certificate with relation to, or in furtherance of the classification of a ship or the performance of services by the Society, is not a representation, statement or warranty of seaworthiness, structural integrity, quality or fitness for a particular purpose or

service of any ship, structure, material, equipment or machinery surveyed by the Society, beyond any representation set forth in the Rules of the Society.

5.3. - **Nothing contained herein, or in any information, report, certificate or like document issued in connection with or pursuant to the performance by the Society of its services, shall be deemed to relieve any designer, naval architect or engineer, builder, manufacturer, shipyard, seller, supplier, contractor or subcontractor, repairer, or owner, operator or other entity from any warranty or other contractual obligations express or implied or from any fault whatsoever, nor to create any right, claim or benefit in any third party.**

In particular, the Society does not declare the acceptance or commissioning of a ship, that being the exclusive responsibility of the owner.

The validity, application, meaning and interpretation of a Classification Certificate or any similar document or information issued by the Society in connection with, or in furtherance of the performance of its services, is governed by the Rules of the Society which shall be the sole judge thereon, in its absolute discretion.

ARTICLE 6

6.1. - **In providing services, information or advice, neither the Society nor any of its servants or agents warrants the accuracy of any information or advice supplied. Furthermore, all express and implied warranties are specifically disclaimed. Except as set out herein, and also in the case of the surveys mentioned in Article 1.2., neither the Society, nor any of its servants or agents, shall be liable for any loss, damage or expense of whatever nature sustained by any person, in tort or in contract, due to any act or omission or error of whatever nature, whether or not negligent, and however caused in any information or advice given in any way whatsoever by or on behalf of the Society.**

6.2. - **Nevertheless, if any person uses the Society's services, and suffers loss, damage or expense thereby, which is proved to have been due to any negligent act, omission or error of the Society, its servants or agents, or any negligent inaccuracy in information or advice given by or on behalf of the Society, then the Society will pay compensation to such person for his proved loss, up to, but not exceeding, five times the amount of the fee - if any - charged by the Society for the particular service, information or advice and, if no fee is charged, FRF 50,000.**

Where the fees are related to a number of services, the amount of fees shall be apportioned for the purpose of the calculation of the maximum compensation, by reference to the estimated time involved in the performance of each service.

Any liability for consequential damages is specifically excluded.

In any case, whatever the amount of the fees, the maximum damages payable by the Society shall be not more than FRF 5,000,000.

6.3. - **Any claim for damages of whatever nature by virtue of the provisions set forth herein must be made in writing, and notice must be provided to the Society within six months of the date the services were first supplied or the damages first discovered. Failure to provide such notice within the time set forth herein will constitute an absolute bar to the pursuit of such claim against the Society.**

ARTICLE 7

Requests for interventions shall, in principle, be submitted in writing. They entail the acceptance without reservation, of the present General Conditions and of Particular Conditions which may be attached thereto.

ARTICLE 8

8.1. - Any intervention of BUREAU VERITAS, whatever its nature, whether completed or interrupted for any cause whatsoever, shall involve the payment of fees upon receipt of the invoice and the reimbursement of the expenses incurred. Interests may be demanded in case of late payment.

8.2. - The class of a ship may be withheld or, if granted, suspended or withdrawn, in the event of non-payment of fees.

ARTICLE 9

9.1. - All plans, drawings, specifications and information provided to the Society, or of which the Society may become reasonably aware in connection with the performance of its services, shall be treated as confidential by the Society and shall not, without the prior consent of the party furnishing such document, be used for any purpose other than that for which they are furnished.

9.2. - Records and other documents whatsoever relating to ships classed with the Society shall not be disclosed or communicated by the Society to any third party but with the prior approval of the owner, unless it is in pursuance of an order of the flag authorities or an injunction of a Court having jurisdiction.

ARTICLE 10

Should a technical disagreement arise between the requesting party and the BUREAU VERITAS surveyor, the Society may, at the request of that party, designate another of its surveyors.

ARTICLE 11

Any dispute over the interpretation, or the enforcement of these General Conditions of services, or the performance of BUREAU VERITAS's services, shall be submitted to arbitration in London. Arbitration proceedings will be conducted according to the English law on arbitration. The arbitrator shall be selected by the parties and, in case they could not reach an agreement, he would then be nominated by the President of the Law Society of England and Wales upon request of any party.