

APPLICATION/AGREEMENT FOR CLASSIFICATION OF VESSEL

This request for services is made on the basis that we accept the relevant Rules and Regulations for the Classification of Ships, and the terms and conditions on this form. We request that the following ship/vessel be surveyed for classification.

Ship/Vessel name (or former name if recent change)		IMO Number
Current classification society	Class notation	
<input type="checkbox"/> Yes-with		
<input type="checkbox"/> No		
Is Ship/vessel to be dual class?	Class notation requested	
<input type="checkbox"/> Yes		
<input type="checkbox"/> No		
Current Flag	Proposed Flag	Sister ships/standard series
Office Undertaking Survey		Coordinating Office
IF SHIP/VESSEL DOES NOT APPEAR IN THE CURRENT REGISTER OF SHIPS PLEASE PROVIDE THE INFORMATION REQUESTED ON PAGE 3 OF THIS FORM		

CLIENT'S INTEREST IN THE ABOVE SHIP/VESSEL		
<input type="checkbox"/> CURRENT OWNER	<input type="checkbox"/> PROSPECTIVE OWNER	<input type="checkbox"/> OTHER
<input type="checkbox"/> MANAGER	<input type="checkbox"/> CHARTERER	
Client's name and address		Client's Stamp
I have read and agree for and on behalf of the client, to the terms and conditions. Signature		
Name in BLOCK CAPITALS		Date
Position in Client organization		Client's Reference

1. In these terms and conditions: (i) "Services" means any and all services provided to the Client by any entity that is part of the International Maritime Inspection Group, as hereinafter defined, including any classification of the Client's vessel, equipment or machinery; (ii) the "Contract" means this agreement for supply of the Services and (iii) the "IMI Group" means IMI/HMI, its affiliates and subsidiaries and the officers, directors, employees, representatives and agents of any of them, individually or collectively.
2. The Client will pay all invoices for the Services within 30 days of the invoice date.
3. IMI/HMI reserves to charge for any work that is additional to that originally quoted.

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4. IMI/HMI will keep confidential and not use or disclose to any third party any technical information or operating data derived from the Client in connection with the Services except as may be required by law or as may be requested by the Client. This obligation will survive termination of the Contract. This obligation will not apply to any technical information or operating data that was in the IMI Group's possession before its disclosure in connection with the Services, that is or becomes part of the public domain through no fault of IMI/HMI or that otherwise becomes available to the IMI Group from an independent source not under a confidentiality obligation.
5. This Contract continues in force until terminated by IMI/HMI or the Client, after giving the other party 30 days' written notice.
6. If the Contract is terminated by IMI/HMI or the Client before the Services under the Contract are completed, HIM's fees will be calculated on a pro rata basis up to the date of termination. Any reasonable costs directly attributed to early termination and any amounts then due to IMI/HMI will immediately become payable.
7. IMI/HMI's services do not assess compliance with any standard other than the applicable classification rules, international conventions, or any other standards that are expressly agreed in writing by HMI and the Client. Without limiting the generality of the foregoing, the issuance of a class certificate does not in itself constitute a guarantee that the vessel is seaworthy and does not relieve the owner or operator of the vessel of its non-delegable duty to maintain the vessel in a seaworthy condition.
8. If the Client requires classification Services relating to vessels machinery, or equipment in a jurisdiction in which IMI/HMI itself does not do business, the Client hereby acknowledges and agrees that these services will be performed by a subsidiary or affiliate of IMI/HMI that is part of the IMI Group and that is authorized to conduct classification surveys and issue certificates on the vessel machinery, or equipment.
9. In providing Services, information, or advice, the IMI Group does not warrant the accuracy of any information or advice supplied. Except as set out in these Terms and Conditions, IMI/HMI will not be liable for any loss, damage, or expense sustained by any person and caused by any act, omission, error, negligence, or strict liability of any of the IMI Group or caused by any inaccuracy in any information or advice given in any way by or on behalf of the IMI/HMI Group even if held to amount to a breach of warranty. Nevertheless, if the Client uses the Services or relies on any information or advice given by or on behalf of the IMI Group and as a result suffers loss, damage, or expense that is proved to have been caused by any negligent act, omission, or error of the IMI Group or any negligent inaccuracy in information or advice given by or on behalf of the IMI Group, then IMI/HMI will pay compensation to the Client for its proved loss up to but not exceeding the amount of the fee (if any) charged by IMI/HMI for that particular service, information, or advice.
10. Notwithstanding the previous clause, the IMI Group will not be liable for any loss of profit, loss of contract, loss of user, or any indirect or consequential loss, damage, or expense sustained by any person caused by any act, omission, or error or caused by any inaccuracy in any information or advice given in any way by or on behalf of the IMI Group.
11. No IMI Group entity will be liable or responsible in negligence or otherwise to any person not a party to the agreement pursuant to which any certificate, statement, data, or report is issued by an IMI Group entity for (i) any information or advice expressly or impliedly given by an IMI Group entity (ii) any omission or inaccuracy in any information or advice given, or (iii) any act or omission that caused or contributed to the issuance of any certificate, statement, data, or report containing the information or advice. Nothing in these Terms and Conditions creates rights in favour of any person who is not a party to the Contract with an IMI Group entity.
12. No omission or failure to carry out or observe any stipulation, condition or obligation to be performed under the Contract will give rise to any claim against that entity or any other IMI Group entity, or be deemed to be a breach of contract, if the failure or omission arises from causes beyond the entity's reasonable control.
13. Any dispute, claim, or litigation between IMI/HMI and the Client arising from or in connection with the Services provided by HMI shall be subject to the exclusive jurisdiction of the English courts and will be governed by English law.
14. No addition, alteration or substitution of these Terms and Conditions will bind IMI/HMI, or form part of this Contract, unless it is expressly accepted in writing by an authorized IMI/HMI representative who expressly states in writing that IMI/HMI is agreeing to alter these Terms and Conditions. In the event of any conflict between these Terms and Conditions and any document purporting to impose different terms, these Terms and Conditions will prevail.
15. Any classed vessel, machinery or equipment must be operated only in a manner consistent with the proposed design criteria and any limits agreed at the time of classification. If any vessel or equipment operates outside these limits, such facts must be reported to IMI/HMI without delay.
16. Any damage, defect, breakdown, or grounding that could invalidate the conditions for which a class has been assigned, must be reported to an IMI Group entity without delay.

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17. All repairs to hull, equipment and machinery that may be required for a ship to retain class are to be carried out to the satisfaction of IMI/HMI. When repairs are effected at a port, terminal, or location where the services of an IMI/HMI surveyor are not available, the repairs are to be surveyed by one of the IMI Group's surveyors at the earliest opportunity thereafter.
18. Plans and particulars of any proposed alterations to the approved scantlings and arrangements of hull, equipment, or machinery are to be submitted for approval, and the alterations are to be carried out to the satisfaction of the IMI Group's surveyors.
19. It is the responsibility of the Client to ensure that all surveys necessary for the maintenance of class are carried out at the proper time and in accordance with IMI/HMI's instructions.
20. IMI/HMI may give timely notice to the Client about forthcoming surveys. The omission of notice, however, does not absolve the Client from responsibility to comply with requirements for maintenance of class.
21. When the Regulations with regard to surveys on the hull, equipment, or machinery have not been complied with and the ship is thereby not entitled to retain class, the class may be suspended or withdrawn.
22. When reported defects in the hull, equipment, or machinery are found and the Client fails to repair these defects in accordance with IMI/HMI's requirements, the class may be suspended or withdrawn.
23. Class may be withheld or, if already granted, may be suspended or withdrawn (or certificate or report may be withheld) if a Client fails to comply with the conditions set forth in Paragraphs 15 through 22 or in the event of non-payment of any fee.

INFORMATION REQUIRED IF SHIP/VESSEL DOES NOT APPEAR IN THE CURRENT REGISTER OF SHIPS

Ship/Vessel Type		Builder and yard number		Date of built
Description of main propulsion arrangement			Gross Tonnage	Deadweight
Material of hull	Length OA or BP (m)	Breadth extreme or moulded (m)	Draught maximum (m)	Installed propulsive power (kW)