

## **TERMS AND CONDITIONS**

*The following terms and conditions apply to all services provided by International Classification Bureau hereby referred as ICB CLASS*

*1. ICB CLASS services do not assess compliance with any standard other than the applicable ICB CLASS criteria, International Conventions, National Regulations, and/or other standards agreed in writing by ICB CLASS and the Client.*

*2. In providing services, information, or advice, neither ICB CLASS nor any of its officers, employees or agents warrant the accuracy of any of the information or advice supplied. Except as set out herein, neither ICB CLASS nor any of its officers, employees or agents (on behalf of each of whom ICB CLASS has agreed this clause) shall be liable for any loss, damage or expense whatever sustained by any person due to any act, omission or error of whatsoever nature and howsoever caused or allegedly caused by ICB CLASS or by any of its officers, employees or agents or due to any inaccuracy of whatsoever nature and howsoever caused in any information or advice given in any way whatsoever by or on behalf of ICB CLASS even if held to amount to a breach of warranty. Nevertheless, if the client uses ICB CLASS services or relies on any information or advice given by or on behalf of ICB CLASS and suffers loss, damage or expense thereby which is proved to have been due to any negligent act, omission or error of ICB CLASS, its officers, employees or agents or any negligent inaccuracy in information or advice given by or on behalf of ICB CLASS, then ICB CLASS would pay compensation to the client for his proved loss up to but not exceeding the amount of fee (if any) charged by ICB CLASS for that particular service information or advice.*

*3. Neither ICB CLASS, nor any of its officers, employees or agents (on behalf of each of whom this notice is given) shall be under liability or responsibility in negligence or otherwise howsoever to any person who is not a party to the agreement with ICB CLASS pursuant to which any certificate, statement, data or report is issued in respect of any information or advice expressly or impliedly given by ICB CLASS or any of its officers, employees or agents or in respect of any omission or inaccuracy therein or in respect of any act or omission which has caused or contributed to any certificate, statement, data or report being issued with the information and advice it contains (if any). Nothing herein will create rights pursuant to the Panamanian Law in favor of any person who is not a party to the contract with ICB CLASS.*

*4. As part of ICB CLASS due diligence program, be notified that any vessel/owner/operator that do not comply with the UN Resolutions from the Security Council regardless of the flag state on which the vessel is registered, ICB CLASS reserves the right to take any actions deemed necessary against the vessel/owner/entity that do act contrary to these resolutions.*

**GENERAL CONDITIONS**



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*1. The owner, manager, or person in charge of the vessel, or in their defect, the Master, shall make all necessary steps for the vessel to be*

*available to perform the services required.*

*2. The object of ICB CLASS is limited to inspecting and establishing the technical conditions of the vessels requesting its services, and that said conditions fulfill the National and International regulations established by the International conventions and the regulations of the vessel's flag.*

*3. Every request of service made to ICB CLASS shall be confirmed in writing by: email or signing the present quotation. That confirms that who requires the services shall accept the general conditions of ICB CLASS herein stated for the performance of the services required.*

*4. The interested party authorizes ICB CLASS to obtain from the classification society, Recognized Organization, agent, administrator, owner or authorities of the vessel's flag, any information that may be required in connection with the vessel to which services are being performed.*

*5. If there are any disputes or differences between ICB CLASS and the company requesting the services, due to technical reasons, ICB CLASS shall authorize the appointment of another inspector to continue with the inspection and the interested company shall cover any additional cost derived there in.*

*6. The solicitor undertakes to pay for the service requested once the application is approved and before the requested service is initiated.*

*7. If ICB CLASS cannot continue performing the services, due to reasons beyond its responsibilities, the interested party will have no right to present any claim. Likewise, the interested party will have no right to any claim if after performing the inspections, its vessel does not comply with the National and International regulations which makes impossible the issue of the respective certificates, and same remain pending of compliance with the recommendation made by ICB CLASS .*

*8. Credit Terms are thirty (30) days from the date invoice is issued. Any pending payment, after thirty (30) days, shall be subject to a monthly interest of 10% for late payment.*

*9. The issuance of the certificates shall be at the absolute discretion and evaluation of ICB CLASS, which reserves the right to issue or not the respective certificates.*

*10. Confidentiality : Each party agrees to keep the client 's information obtained from sources other than the client or during the performance of the inspection activities, which by sense or reasonable circumstances is considered confidential to the disclosing party, in confidentiality. The recipient party shall treat such information with reasonable care and diligence, not*



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*disseminating or disclosing it to third parties without the other party's prior written consent, provided however, that ICB may share such*

*information, for the performance of its activities, with its officers, employees, subsidiaries, affiliates or subcontractors who are subject to confidentiality obligations reflecting the principles herein.*

*The obligations hereinabove shall not apply to and each party shall be free to disclose, any information which: (i) Information that the client makes publicly available, or when agreed between the organization and the client. (ii) Information that is or becomes generally available in the public domain, (iii) Information that is required to be disclosed by any relevant accreditation body, any competent court, governmental agency, or other relevant public authority in accordance with applicable law, court order or other public regulation, ICB CLASS will notify to client or individual concerned, unless prohibited by law, of the information provided. Notwithstanding the above, ICB CLASS shall have the right to (i) use for statistical and analytical purposes any information generated in the course of the Work, provided that such is kept internal or published only in aggregated anonymous forms; (ii) make reference to the Customer in ICB CLASS marketing; and (iii) extend the audit team with third parties as set out in this Agreement. Information about the client obtained from sources other than the client shall be treated as confidential. The obligations in this section shall survive the completion of the Work or termination of this Certification Agreement and remain in effect for as long as the relevant information is confidential*

#### *Clause 11: Intellectual Property*

*The right of ownership in respect to any intellectual property resulting from the performance of the work of the attending Surveyor remains the property of ICB CLASS. The Client shall be entitled to disclose the report or document to a third party for whose benefit the instruction/contract was specifically commissioned. The Surveyor shall promptly notify the client of any matter, including conflict of interest, or lack of suitable qualifications and experience, which would render it undesirable for the Surveyor to continue its involvement with the appointment. The Client shall be responsible for payment of the Surveyors fees/expenses up the date of notification.*

*Clause 12. Information furnished by clients upon giving the assignment, or as soon as possible afterwards, the client shall provide ICB CLASS with all data and information required for the proper execution of the assignment. If so, is required by ICB CLASS, the client shall, in particular, furnish written information to ICB CLASS, in the manner described by ICB CLASS.*