

RULES FOR CLASSIFICATION

Ships

Edition July 2018

Part 1 General regulations

Chapter 1 General regulations

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FOREWORD

DNV GL rules for classification contain procedural and technical requirements related to obtaining and retaining a class certificate. The rules represent all requirements adopted by the Society as basis for classification.

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In this provision "DNV GL" shall mean DNV GL AS, its direct and indirect owners as well as all its affiliates, subsidiaries, directors, officers, employees, agents and any other acting on behalf of DNV GL.

CHANGES – CURRENT

This document supersedes the January 2018 edition of DNVGL-RU-SHIP Pt.1 Ch.1.

Changes in this document are highlighted in red colour. However, if the changes involve a whole chapter, section or subsection, normally only the title will be in red colour.

Changes July 2018, entering into force 1 January 2019

<i>Topic</i>	<i>Reference</i>	<i>Description</i>
Statements of Compliance - Fuel Oil Consumption Reporting (MARPOL Annex VI)	Sec.1 [4.1.7]	Added paragraph accepting that Statement of Compliance - Fuel Oil Consumption Reporting (MARPOL Annex VI) is being issued by a third party when authorised by the Flag Administration.
Clarification of actions required in case of deficiencies during Port State Control (PSC)	Sec.3 [1.2.3]	Clarification of customer's responsibility in connection with Port State Control (PSC).

Editorial corrections

In addition to the above stated changes, editorial corrections may have been made.

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SECTION 1 CLASSIFICATION PRINCIPLES

1 General

1.1 The Society

1.1.1 DNV GL is an organisation with the objective of safeguarding life, property, and the environment. DNV GL operates through the limited company DNV GL AS, which is registered in Norway and operates through a worldwide network of affiliates and offices.

DNV GL carries out Classification, Certification and other verification services related to ships, facilities, systems, materials and components and performs research in connection with these functions. Moreover, provided its integrity is not impaired, DNV GL may perform assignments which utilize its knowledge or which contribute to develop knowledge that will be required for the performance of these tasks.

1.1.2 The DNV GL General Terms and Conditions – Classification Services (the “T&Cs”) (see [App.A](#)) are an integral part of the Rules in their latest version. In case of any ambiguities or contradictions between the T&Cs and other parts of the Rule, the provisions of the T&Cs shall prevail.

1.2 Definitions

Table 1 Verbal forms

<i>Term</i>	<i>Definition</i>
Shall	Verbal form used to indicate requirements strictly to be followed in order to conform to the document.
Should	Verbal form used to indicate that among several possibilities one is recommended as particularly suitable, without mentioning or excluding others, or that a certain course of action is preferred but not necessarily required.
May	Verbal form used to indicate a course of action permissible within the limits of the document.

Table 2 Definitions

<i>Term</i>	<i>Definition</i>
Alteration	A change that does not affect the basic character or structure of the Vessel it is applied to.
Builder	The party contracted to build a Vessel in compliance with the Society's Rules.
Certificate	A document confirming compliance with the Society's Rules or with other rules and regulations for which the Society has been authorized to act. Compliance is confirmed on the date as given in the Certificate.
Certification	A service that comprises assessment of compliance with applicable requirements and issuance of a Certificate if compliance is confirmed.
Class	Class is assigned to and will be retained for Vessels, which the Society has found to be in compliance with applicable requirements of the Society's Rules.
Class Certificate	A Certificate confirming compliance with the Society's Rules as applicable and at the time of Survey.

Class Entry	Assignment of Class to an existing Vessel.
Class Notation	An abbreviation or keyword expressing a specific feature relating to a Vessel or its machinery, systems and equipment, or service area while referring to specific requirements in the Rules.
Classification	A service which comprises the development and maintenance of Rules, and the verification of compliance with the Rules throughout the Vessels' life. The extent of and methods for verifying compliance will be decided by the Society to establish reasonable assurance that the relevant Rules are complied with.
Condition of Class	A requirement that specific measures, Repairs or Surveys shall be carried out within a specific time limit in order to retain Class.
Condition on behalf of the Flag Administration	A requirement that specific measures, Repairs or Surveys shall be carried out within a specific time limit in order to retain the statutory Certificate. A Condition on behalf of the Flag Administration will be issued only when the Society has been authorised by the Flag Administration, see [4].
Conditions	General term that includes both Condition of Class and Condition on behalf of the Flag Administration.
Contract for Construction	A contract between the prospective Owner and the Builder to build a Vessel, see Sec.2 [1.3.2] .
Convention Vessel	A Vessel which due to its tonnage, usage or dimensions would, if trading in international waters or on international voyages, fall within the requirements of any, or any part, of the IMO and/or ILO Conventions.
Conversion	Change that substantially alters the dimensions, carrying capacity, engine power or the type of the Vessel.
Customer	Any person and/or company which has requested the Society's service and/or has entered into a contract for services directly with the Society.
Deficiency	A failing or shortcoming with respect to applicable requirements.
Designer	A party who created or developed Documentation which is submitted to the Society for approval or information.
Documentation	Drawings, descriptions, calculations, reports, procedures, certificates and similar information describing e.g. the design, installation, testing, operation, maintenance or status of an object.
Flag Administration	The government of the state whose flag the Vessel is entitled to fly.
Guidance Notes	Additional information containing advice which is not required for the assignment or retention of Class, but with which the Society, based on experience, advises compliance.
IACS	The International Association of Classification Societies.
ILO	The International Labour Organization.
IMO	The International Maritime Organization.
ISO	The International Organization for Standardization.
Lay-up	Term used for Vessels that are out of commission. In this state the Vessel may be at anchorage or permanently moored in a safe harbour.

Main Character of Class	Characters showing compliance with a defined set of Classification Rules for hull and/or machinery.
Main Functions	In the context of these Rules for Classification: <ul style="list-style-type: none"> — structural strength — watertight integrity and weathertightness — power generation — propulsion — steering — drainage and bilge pumping — ballasting — anchoring.
Manufacturer	An organization that manufactures the material or product, or carries out part production that determines the quality of a material or product, or does the final assembly of a product.
Memorandum to Owner	Information related to the Vessel, its machinery, system and equipment or applicable requirements. A Memorandum to Owner will be issued in relation to information that does not require any corrective action or Survey.
Newbuilding	A new Vessel under construction at a Builder.
Non-Convention Vessel	A Vessel other than a Convention Vessel.
Owner	The registered owner and/or manager of the Vessel and/or any other organization and/or person who has assumed the responsibility for operation of the Vessel and who on assuming such responsibility has agreed to take over all the duties and responsibilities related to the Vessel.
Patrolling	An independent and unscheduled check that the applicable processes, activities and associated Documentation of the shipbuilding functions continue to comply with the Rules and statutory requirements.
Plan Approval	A systematic and independent assessment of drawings, design documents or records by the Society to verify compliance with the Rules or statutory requirements where authorised by a Flag Administration.
Plan Approval Staff	Personnel authorized to carry out Plan Approval and to conclude whether or not compliance with the Rules or statutory requirements has been met.
Port State Authority	The maritime authority in the country of the Vessel's port of call.
Procedural Requirements	Requirements for the process of assessing compliance with technical requirements. Procedural requirements cover: <ul style="list-style-type: none"> — basis for design assessment, i.e. information or Documentation requirements — requirements for certification of products — requirements for Surveys to assign, maintain and retain class.
Quality System	A quality management system and established procedures for production and control.
Reliability	The ability of a component or a system to perform its required function under given conditions for a given time interval.
Repair	To restore an object that is damaged or broken to a condition that it is in compliance with the Rules. In general, this implies that the original design is restored.

Retroactive Requirement	A requirement in the Rules or a statutory requirement that will enter into force for certain Vessels in operation and under construction at a given date or at an upcoming Survey. The Retroactive Requirement will specify the required actions to be taken in order to retain Class or statutory certification. RR related to statutory certification will be issued only if the Society has been authorised to carry out statutory certification on behalf of the Flag Administration.
Rules	Independent standard that consist of all requirements, technical and procedural, adopted by the Society as the basis for Classification.
Society	DNV GL AS and its affiliates carrying out Classification and Statutory Certification.
Statement of Compliance	A document confirming compliance with specified requirements for which the Society has not been authorized to act. Compliance is confirmed on the date as given in the statement.
Statutory Certification	A service with the intention of confirming compliance with regulatory codes and regulations – in agreement with relevant Flag Administrations.
Survey	A systematic and independent assessment of a Vessel, materials, components or systems in order to verify compliance with the Rules and/or statutory requirements. Surveys will be carried out on the Vessel, at the construction or repair site as well as at sub-suppliers or other locations at the discretion of the Society, which also decides the extent and method of Survey.
Surveyor	Personnel authorized to carry out Surveys and to conclude whether or not compliance has been met.
Technical Requirements	Requirements for design and construction of a Vessel, system or component, and the minimum requirements they shall meet during the operational lifetime.
Tentative Rules	Provisional Rules to which the Society reserves the right to make immediate and/or retroactive adjustments in order to obtain the purpose intended.
Ultimate Owning Company	A company that may be recognized as the factual owner because use and benefit belongs to that company without being the legal, registered owner (e.g. through ownership of shares or company participations), and that thereby has a determining influence on the vessel.
Verification	A service that confirms through the provision of objective evidence (analysis, observation, measurement, test, records or other evidence) that specified requirements have been met.
Vessel	Any object designed for transportation or special operations on water.
Witnessing	Attendance of tests or measurements with the intention of verifying compliance with agreed test or measurement procedures.

2 The Classification concept

2.1 Introduction

2.1.1 The Classification concept consists of the development and application of Rules with regard to design, construction and Survey of Vessels.

2.1.2 In general, the Rules cover requirements for:

- availability of Main Functions and the safety of installations supporting the Main Functions
- the structural strength and integrity of essential parts of the Vessel's hull and its appendages
- the safety of machinery, systems and equipment supporting non- Main Functions that constitute possible hazards to personnel and Vessel
- safety levels and availability beyond that of Main Class (see [\[2.2.2\]](#)).

2.1.3 Class may be assigned to a Vessel when the Society has established reasonable assurance that the Rules are complied with.

2.1.4 The assignment of Class is documented by the issuance of a Class Certificate or an interim Class Certificate and the entry of the Vessel's main particulars and details of Class in the Society's Register of Vessels (see [Sec.2 \[4\]](#)).

2.1.5 Class is maintained during the service period provided applicable requirements are observed and Surveys carried out. The Class will be retained on the condition that the requirements applicable for retention of Class are complied with. Retention of Class is confirmed by annual endorsements and renewal of the Class Certificate at 5-year intervals.

2.2 Main Class and Class Notations

2.2.1 The Class Notations are based on the following structure:

- Main Class Notation.
- Ship type notations
 - mandatory ship type notations
 - optional ship type notations.
- Additional Class Notations
 - mandatory additional notations
 - optional additional notations.
- Service area restriction.

Applicable Class Notations are provided in [Ch.2](#).

2.2.2 Main Class Notation and mandatory Class Notation stipulates requirements for

- availability of Main Functions and the safety of installations supporting the Main Functions
- structural strength and integrity of essential parts of the Vessel's hull and its appendages
- the safety of machinery, systems and equipment supporting non- Main Functions that constitute possible hazards to personnel and Vessel.

2.2.3 Class Notations are assigned to a Vessel in order to determine applicable requirements in the Rules for assignment and/or retention of that Class Notation.

2.2.4 Optional Class Notations include requirements to safety levels and availability beyond that of Main Class and mandatory Class Notations.

2.2.5 Upon consideration, Class Notations as found in other Rule books published by the Society may be assigned to a Vessel complying with these Class Notations.

2.3 Conditions and assumptions involving other parties

2.3.1 Classification is performed on the basic assumption that other parties involved fulfil their individual obligations, including ensuring compliance with the Rules. Classification does not substitute the role and/or release the obligations of other parties.

2.3.2 Nothing contained in these Rules or in any Certificate, report or document issued in connection with or pursuant to these Rules, shall relieve any Customer, Designer, engineer, Builder, Manufacturer, shipyard, seller, supplier, Owner, operator, vessel management or any other party from any obligations or consequences of default whatsoever.

2.3.3 Compliance with the Rules does not imply a Vessel is considered seaworthy. The acceptance and commissioning of a Vessel is the exclusive responsibility of the Owner.

2.4 Interaction with Flag Administrations and statutory requirements

2.4.1 The Vessel's arrangement and equipment shall comply with the requirements given by its Flag Administration, as applicable.

Such compliance is a prerequisite for Class. Compliance shall be demonstrated by possession of the applicable convention certificates issued according to [4]. The Society will not verify compliance with these requirements unless authorised by the Flag Administration.

2.4.2 Convention Vessels carrying more than 60 persons, in addition to the crew, may upon special consideration by the Society, be subject to additional requirements.

Guidance note:

Compliance with e.g. the IMO Code of Safety for Special Purpose Ships may be required.

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2.4.3 For Non-Convention Vessels, such as but not limited to:

- cargo ships less than 500 GT
- all Vessels in domestic trade including passenger ships.

possible prerequisites for Class are given in the respective chapters of the Rules for the type of Vessel in question.

2.4.4 For Non-Convention Vessels with more than 12 persons on board, scope of Class may upon special consideration be subject to additional requirements.

2.4.5 If the Society has not been authorised to undertake Statutory Certification on behalf of a Flag Administration, the Society assumes the right to refuse to issue, or withdraw Class for such Vessels. The Society decides the extent of authorization found necessary in order to retain Class.

2.5 The Rules

2.5.1 The Rules lay down Technical and Procedural requirements related to obtaining and retaining a Class Certificate.

2.5.2 The Rules stipulate requirements for the design, construction, Survey and testing of Vessels.

2.5.3 The Rules stipulate requirements for structures, materials, machinery, systems and equipment.

2.5.4 The Rules cover in some areas requirements also stipulated by IMO conventions and codes.

Guidance note:

For issuance of statutory Certificates, compliance with the statutory instruments will prevail where the Rules and IMO conventions and codes differ, see [2.4.1].

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2.5.5 The Rules and amendments to the Rules accepted by the Society will enter into force on a date decided by the Society. Unless stated otherwise, the entry into force date shall be six (6) months after the date of publication.

Guidance note:

The date on which changes to the Rules come into force is shown on page 3 of new/revised chapters of the Rules.

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2.5.6 In the case where service experience and/or theoretical findings show that unacceptable risks may exist in connection with items covered by the existing Rules, the Society may, at any time, decide to lay down supplementary or amended requirements concerning the assignment and retention of Class.

2.5.7 If an amendment to the Rules is made mandatory to Vessels already contracted (see Sec.2 [1.3.3]) or to Vessels that have already been assigned Class, this will be especially stated in Pt.7 Ch.2 *Retroactive Requirements*.

2.5.8 The Society may consider the use of risk based assessments as a means of documenting compliance with requirements in the Rules.

Guidance note:

The assessment may be carried out using the format presented in IMO MSC-MEPC.2/Circ.12 Revised Guidelines for Formal Safety Assessment (FSA) for use in the IMO rule-making process.

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2.5.9 Alternatives to detailed requirements in the Rules may be accepted when the overall safety and Reliability level is found to be equivalent or better than that of the Rules. Approval may be revoked if subsequent information indicates that the chosen alternative is not satisfactory.

2.5.10 If detailed requirements are not prescribed in the Rules, the Society may consider the safety and Reliability level of a proposed solution, or require clarification to resolve the issue.

The Society reserves the right to accept or reject proposed solutions without justification.

2.5.11 The Society reserves the exclusive right to interpret, decide equivalence or make exemptions from the Rules.

2.5.12 The Rules are an integral part of the Society's Classification service. The safety objectives inherent in the Rules are only achieved in conjunction with this Classification service.

Using the Rules without the Society's corresponding Classification services may have the result that safety objectives are not met.

2.5.13 The Rules are under the sole ownership rights and copyrights of the Society. It is prohibited by anyone else than the Society to offer and/or perform Classification or other services including issuance of Certificates and/or declarations of conformity, wholly or partly, on the basis of and/or pursuant to these Rules without the Society's prior written consent. The Society is not responsible for the consequences arising from any use of the Rules by others.

2.6 Documentation and information

2.6.1 All Documentation and information that may influence the judgement, decisions and requirements of the Society for the purpose of Classification, shall be made available to the Society.

It is the Customer's responsibility to document and/or demonstrate compliance with the Rules. Information may be made available by submitting documents to the Society or by permitting Surveys performed by the Society at the Customer's premises, on board the Vessel or at the premises of the Customer's sub-contractors.

2.6.2 Requirements for Documentation in relation to Plan Approval or used for information is stated in each chapter of the Rules and shall be submitted to the Society by the Customer in accordance with [Ch.3 Sec.2](#). If additional Documentation and/or information are required, the Society will ask for this specifically.

2.6.3 The submitted Documentation, which forms the basis for Classification shall, at all times, reflect the true status. In this respect, any revisions of documents required for plan approval shall therefore be submitted to the Society.

2.6.4 The supply of information should take place electronically and on a continuous basis in a format accepted by the Society, e.g. by online access to the Society's data bases, see [Ch.3 Sec.2 \[5.4\]](#).

2.6.5

The Customer warrants that he/she has the necessary rights to disclose relevant documentation and information to the Society.

2.7 Disclosure of information

2.7.1 The Society will not disclose any information received or reports made in connection with Classification to any other party than those entitled thereto (see IACS PR03) or to those having been given the right to receive information by legislation, court decision or written permission from the owner of the information.

2.7.2 The Society will not disclose information that can be considered the property of another party except when permission is given in writing by that party.

2.7.3 Internal communication, notes and calculations produced within the Society in connection with Classification will not be disclosed to other parties.

2.7.4 Notwithstanding [\[2.7.1\]](#) to [\[2.7.3\]](#), the following parties will have access to such information:

- authorised representatives of the Flag Administration
- authorised audit teams performing audits in connection with certification of the Society.

2.7.5 Notwithstanding [\[2.7.1\]](#) and [\[2.7.3\]](#), the Society may disclose information requested by a court order, governmental body (including regional bodies) or other public investigation bodies that are authorised by a decree.

2.7.6

When deficiencies, possibly affecting the implementation of the *International Safety Management (ISM) Code* on board, are identified during any survey, a report will be completed. The Society may, at its discretion, release this report to the organisation responsible for the safety management system audit on board.

See also IACS PR17.

2.7.7 Information recorded in the Society's Register of Vessels, see [Sec.2 \[4\]](#), which encompass the status of Classification and statutory Surveys and Certificates issued by the Society, overdue Conditions, Class

suspensions, withdrawals and reinstatements will be published and/or released to any interested party e.g. through Equasis according to IACS PR16.

2.7.8 The Society may at its discretion release information to other classification societies concerning relevant technical information on serious hull structural, machinery and system failures for the purpose of improving Vessel safety and protection of the marine environment. The Owner will be informed accordingly. See also IACS PR 02A and PR 02B.

2.8 Access

2.8.1 For the purpose of verifying compliance with the Rules, the Customer shall provide the Society's Surveyors with safe access to the Vessel and/or to their premises. The premises and objects to be surveyed shall as agreed be cleaned and prepared for Survey.

2.8.2 The Customer shall provide Flag Administration and authorised audit and/or inspection teams with safe access to the Vessel and/or to their premises in order to audit the Society's compliance with applicable Rules, regulations and quality standards.

2.8.3 The Society reserves the right to decline to perform a requested service when inadequate access is provided or the safety of its Surveyors may be compromised.

2.9 Calibration of equipment

2.9.1 Measuring and test equipment used by Customers, the result of which may form the basis for the Surveyor's decisions, shall have a calibration status to an appropriate accuracy according to the Rules or as accepted by the Surveyor.

2.10 Service suppliers

2.10.1 Suppliers providing services to the Customer, such as measurements, tests and maintenance of safety systems and equipment, the result of which may form the basis for the Surveyor's decisions, shall be approved by the Society, according to criteria established by the Society.

3 Appeals

3.1 Decisions taken by the Society

3.1.1 The Customer may request in writing that a decision made by the Society shall be taken up for reconsideration. The expenses incurred shall be paid by the Customer. However, if the earlier decision is revoked, the Society's expenses will be covered by the Society.

4 Statutory Certification

4.1 General

4.1.1 The Society undertakes Statutory Certification on behalf of Flag Administrations when and to the extent the Society has been authorised to do so by the individual Flag Administration.

Statutory Certification includes inter alia approval, Survey and the issuance of statutory Certificates.

When the Society acts on behalf of a Flag Administration, the Society follows international statutory instruments, IACS Unified Interpretations and DNV GL Statutory Interpretations, and generally follows guidance issued by IMO in Circulars etc. unless the Flag Administration has instructed the Society otherwise.

4.1.2 It is assumed by the Society that required statutory Surveys for Vessels Classed by the Society will be carried out by the Society or by officers of the Flag Administration itself and that statutory Certificates will be issued by the Society or by the Flag Administration with the exceptions mentioned in [4.1.3] to [4.1.8]. The Society assumes the right to withdraw Class if statutory Certificates are not issued as described in this paragraph.

4.1.3 The Society may accept that Safety Management Certificates (ISM Code) are issued by a third party that has been authorised by the Flag Administration and complies with the Code for Recognized Organizations (RO Code), adopted by Resolution MSC.349(92).

4.1.4 The Society may accept that International Ship Security Certificates (ISPS Code) are issued by a third party that has been authorised by the Flag Administration and complies with MSC/Circ.1074.

4.1.5 The Society may accept that Maritime Labour Certificates are issued by a third party that has been authorised by the Flag Administration and complies with MLC, 2006.

4.1.6 The Society may accept that Cargo Ship Safety Radio Certificates (SOLAS) are issued by a third party that has been authorised by the Flag Administration.

4.1.7

The Society may accept that Statements of Compliance - Fuel Oil Consumption Reporting (MARPOL Annex VI) are issued by a third party that has been authorised by the Flag Administration.

4.1.8 For a dually Classed Vessel, where the Society has not been authorised by the Flag Administration to issue statutory Certificates, the Society may accept that such certificates are issued by the other class society as authorised by the Flag Administration.

4.2 Service suppliers

4.2.1 Where Surveyors use the services of service suppliers in making decisions affecting statutory requirements, the suppliers shall be approved by either:

- the relevant Flag Administration
- a duly authorised organisation acting on behalf of the Flag Administration
- an equipment supplier when explicitly described by IMO conventions, resolutions or circulars, or
- the Society.

SECTION 2 ASSIGNMENT OF CLASS

1 Assignment of Class - New Vessels

1.1 General

1.1.1 A request for Classification of a new Vessel shall be submitted in writing by the Customer. The Society reserves the right to decline a request for Classification.

1.2 Requirements for Builder or Designer

1.2.1 Builders or Designers unfamiliar to the Society shall provide the Society with evidence of their capability to successfully manage Classification projects.

Guidance note:

Evidence may incorporate successful outcome of Classification projects carried out for another classification society or successful outcome of design projects of similar nature.

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1.2.2 Builders or Designers shall instruct their subcontractors and suppliers of materials, machinery systems and equipment that the Society's Rules apply and that the Society's Certificates shall be provided as and when required by the Rules (see [Sec.4](#)).

1.2.3 Welding of important structures, machinery installations and equipment shall be carried out by approved welders, with approved welding consumables, following approved welding procedures and at welding shops approved by the Society. Requirements for approval of welding shops, welders, manufacturers of welding consumables, welding consumables and welding procedures are given in the Rules and by a series of detailed approval programmes (see [Pt.2 Ch.4](#)).

1.2.4 The following Documentation from the Builder or Designer (workshop and yard) and from subcontractors shall be submitted when requested by the Society:

- information related to the Builder's or Designer's quality control and quality management system
- information related to the Builder's procedures for managing materials that are excluded from use on board by Class and/ or statutory requirements
- an "Asbestos Free Declaration" Confirming that structures, machinery, systems and equipment on board are asbestos free and meets the requirements set forth in SOLAS Ch.II-1/3-5.2.
- list of relevant subcontractors to the Builder
- list of relevant subcontractors to the manufacturer of systems and components to be delivered for the product, if applicable.

1.2.5 To assess compliance with the Rules the Society may require additional Documentation.

1.3 Applicable Rules

1.3.1 The Rules that apply for assignment of Class to a new Vessel are generally those in force at the date of "contract for construction". The Society may upon special consideration and in agreement with the parties involved decide on the Rules to be applied.

1.3.2 The term *date of "contract for construction"* shall be construed as follows:

- 1) The date of "contract for construction" of a vessel is the date on which the contract to build the vessel is signed between the prospective owner and the shipbuilder. This date and the construction numbers (i.e. hull numbers) of all the vessels included in the contract are to be declared to the classification society by the party applying for the assignment of class to a newbuilding.
- 2) The date of "contract for construction" of a series of vessels, including specified optional vessels for which the option is ultimately exercised, is the date on which the contract to build the series is signed between the prospective owner and the shipbuilder.

Vessels built under a single contract for construction are considered a "series of vessels" if they are built to the same approved plans for classification purposes. However, vessels within a series may have design alterations from the original design provided:

- a) such alterations do not affect matters related to classification, or
- b) if the alterations are subject to classification requirements, these alterations are to comply with the classification requirements in effect on the date on which the alterations are contracted between the prospective owner and the shipbuilder or, in the absence of the alteration contract, comply with the classification requirements in effect on the date on which the alterations are submitted to the Society for approval.

The optional vessels will be considered part of the same series of vessels if the option is exercised not later than 1 year after the contract to build the series was signed.

- 3) If a contract for construction is later amended to include additional vessels or additional options, the date of "contract for construction" for such vessels is the date on which the amendment to the contract, is signed between the prospective owner and the shipbuilder. The amendment to the contract is to be considered as a "new contract" to which 1 and 2 above apply.
- 4) If a contract for construction is amended to change the ship type, the date of "contract for construction" of this modified vessel, or vessels, is the date on which revised contract or new contract is signed between the Owner, or Owners, and the shipbuilder.

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1.3.3 For a Vessel in a series of identical Vessels under construction to the Class of, or of a design previously approved by another classification society, the Society may accept the design approved by that classification society. This is provided a review by the Society has demonstrated that the design in principle meets the Society's Rule requirements for Main Class, and mandatory Class Notations as applicable.

1.3.4 For a Vessel where the Flag Administration undertakes approval and surveys of items covered by statutory instruments which are also covered by the Rules, the Society may accept their decisions as basis for assigning Class, provided the Society's remaining requirements for Main Class and mandatory Class Notations are complied with. Necessary Documentation, such as copies of approved plans, reports and other particulars approved by the Flag Administration shall be submitted.

1.3.5 A Vessel trading solely in domestic waters, or between neighbouring states upon agreement between such states, may be assigned Class based on Flag Administration requirements for domestic service instead of relevant requirements in the Rules.

The assigned Class shall in such cases be the Class Notations and service area restrictions having least possible deviation from the requirements in the Rules. The Vessel will be assigned an additional Class Notation comprising the letters of the nation in accordance with ISO 3166.

Deviations from the Rules will only be considered when acceptance by the Flag Administration has been documented.

Deviations from the Rules will not be accepted for requirements given by optional Class Notations.

1.3.6 For a Vessel intended to be permanently moored on location for production and/or storage of hydrocarbons, the Society may accept decisions by the national administration with jurisdiction over the waters in which the Vessel shall operate (the shelf state) as basis for assigning Class.

1.3.7 When Class is assigned on the basis of a design approved by another classification society, the Flag Administration or according to Flag Administration requirements or decisions by national authorities according to [1.3.4] or [1.3.5] or [1.3.6], information to this effect shall be included in the "Appendix to the Class Certificate" (see [3.1.5]).

In case of Class being assigned on the basis of Flag Administration requirements according to [1.3.5] a Memorandum to Owner shall also be issued (see Sec.3 [2.3.7]).

1.4 Plan Approval

1.4.1 The following Documentation shall be submitted as specified in the applicable chapters of the Rules:

- drawings, plans and specifications required for Plan Approval
- technical descriptions, calculations and data, including material specifications.

Any documents submitted for re-approval shall be especially marked to identify revised parts.

1.4.2 Where subcontractors and suppliers are involved, the Customer shall co-ordinate the submission of required Documentation, as well as co-ordinate any approval comments given by the Society.

1.4.3 Documentation subject to Plan Approval will be assessed by and at the discretion of the Society. The results of the assessment will be stated in a letter of approval. Comments, conditions and limitations may be stated in the letter of approval or on the plans returned.

1.4.4 The Plan Approval may be revoked at any time if subsequent information indicates that the solution was contrary to the Rules.

1.5 Survey during construction

1.5.1 When a Vessel is built under the supervision of the Society, the Society will verify:

- that the construction and scantlings comply with the requirements in the Rules and the approved plans, and that the required materials are used
- that the materials, components and systems have been certified in accordance with the Rules
- that the work is carried out in compliance with the applicable Rules and acceptable standards
- that satisfactory tests are carried out to the extent and in the manner prescribed by the Rules.

Guidance note:

IACS Recommendation No. 47 "Shipbuilding and Repair Quality Standard" - Part A: for New Construction - is regarded as an example of an acceptable standard.

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1.5.2 The scope of Survey is decided by the Society. The scope has been established utilising knowledge acquired from, amongst other, operational experience with risk based methods and experience feedback from internal and external sources.

1.5.3 The Society may increase the scope based on observed quality during construction.

1.5.4 The Society may base its Verification methods on the Quality System as implemented in the Builder's fabrication processes and as accepted by the Society. The Surveys at the Builder's premises may consist of a combination of visual inspection, review of records and witnessing of manufacturers' tests and measurements.

1.5.5 The Customer shall submit to the Society Certificates for materials, components and systems installed in the Vessel and as required by the Rules.

1.6 Functional testing

1.6.1 Where specified by the Rules, testing shall be carried out in the presence of a Surveyor, and related requirements for test programmes shall be observed.

1.6.2 A test programme for harbour and sea trials shall be prepared by the Customer and accepted by the Society. The programme shall specify systems and components to be tested, and the testing procedure. The Society may, in order to verify compliance with the Rules, request additional tests and/or data to be recorded.

1.6.3 The tests shall give evidence as to satisfactory operation and performance in accordance with the Rules. When testing control and safety systems, failure modes shall be simulated as realistically as possible.

1.7 Installation of machinery, systems and equipment

1.7.1 All material, machinery, systems and equipment covered by the Rules shall in general be new.

Guidance note:

If second hand equipment complies with applicable Rules for the Newbuilding, it may upon special consideration by the Society be installed, provided the Owner has given a written acceptance.

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2 Assignment of Class - existing Vessels

2.1 General

2.1.1 A request for Class Entry of an existing Vessel shall be submitted in writing by the Customer. The Society reserves the right to accept or decline an application for Class Entry.

2.2 Applicable Rules

2.2.1 Applicable Rules for Vessels at Class Entry are given in [Sec.3 \[2.1\]](#).

2.3 Plan Approval

2.3.1 Before a Vessel, which has not been built under the supervision of the Society, is surveyed for assignment of Class, the information required in [\[1.4.1\]](#) shall, in general, be submitted for Plan Approval. For a Vessel Classed with a recognized classification society, the submitted information may be reduced to plans showing the main scantlings and arrangements of the actual hull and machinery installations.

2.3.2 The extent of Plan Approval for a Vessel, which has not been Classed, or which was previously Classed with a classification society not covered by [\[2.3.1\]](#), will be specified in each case.

2.3.3 For a Vessel that has been built under the supervision of another classification society, the Society may on the basis of an overall consideration and Survey, exempt the Vessel from requirements in the Rules.

2.4 Class entry Survey

2.4.1 Prior to assigning Class to an existing Vessel, that Vessel shall undergo the Surveys pertaining to the age and type of the Vessel as a minimum.

The scope of Survey will in each separate case be decided by the Society.

2.4.2 Before assigning Class, the Flag Administration will be notified about the Class Entry. The Flag Administration may decide that an extended scope of Surveys has to be carried out.

3 The Class Certificate

3.1 General

3.1.1 The Society will issue a Class Certificate as proof of assignment of Class.

3.1.2 Class may be assigned with Conditions of Class (see [Sec.3 \[2.3\]](#)).

3.1.3 The Class Certificate is valid provided conditions for retention of Class (see [Sec.3](#)) are complied with, as follows:

- for a new Vessel: to a date not exceeding 5 years from the date of Class assignment
- for an existing Vessel: to a date not exceeding 5 years from the expiry date of the existing Certificate (see [Sec.3 \[3.2\]](#))
- for an existing Vessel taken into Class: to a date not exceeding 5 years from the date of Class assignment or, if the Society accepts the periodical Surveys credited by the previous classification society, until the expiry date of the Class Certificate of the previous classification society
- for an interim Class Certificate: to a date not exceeding 15 months from assignment of Class.

3.1.4 Upon request, declarations confirming compliance with the Rules may be issued for hull, machinery or specific Class Notations provided the Society's Class has been assigned.

3.1.5 An "Appendix to the Class Certificate" will be issued stating assumptions for the assignment of Class and restrictions regarding the use of the Vessel which were established or assumed at the time of assignment of Class.

3.2 Late commissioning

3.2.1 If the Vessel is not immediately commissioned upon delivery, but is laid up for a period, the Vessel may be accepted for entry into service upon application by the Owner. The Vessel may be subject to a condition Survey before entering into service.

The extent and scope of Survey will depend on the time period laid up and conservation measures taken.

A Survey in dry dock may be required.

Provided the hull, machinery, systems and equipment are found in all respects free from deterioration, subsequent periodical Surveys will date from the time of the condition Survey.

4 The Register of Vessels

4.1 General

4.1.1 When a Vessel has been assigned Class, its main particulars and details of the Class assigned will be entered in the Society's "Register of Vessels". In addition to the Class Notations, appropriate data related to identification, flag, ownership and other particulars will also be entered.

4.1.2 The Class assignment date is entered in the "Register of Vessels". For Vessels built under the supervision of the Society, the due date for the periodical Surveys will be calculated from this date. For Vessels built under the supervision of another classification society, the due date for the periodical Surveys will depend upon the existing periodical Survey schedule defined by the previous classification society.

SECTION 3 RETENTION OF CLASS

1 Conditions for retention of Class

1.1 General requirements

1.1.1 The Vessel shall be adequately manned, and the hull, machinery, systems and equipment shall be competently handled at all times.

1.1.2 Operation of the Vessel shall comply with the assumptions and conditions stated in the "Appendix to the Class Certificate" and in applicable operating manuals. This includes, but is not limited to, the distribution and stowage of cargo, the distribution of ballast and bunkers, speed and navigation.

1.1.3 The Vessel, its hull structure, machinery, systems and equipment shall be maintained at a standard complying with the requirements of the Rules (see [\[1.3\]](#)).

1.1.4 Installed machinery, systems and equipment carried on board in excess of the minimum required for Main Class and mandatory Class Notations shall either be maintained to applicable standards, or be removed or disconnected in such a way as to ensure that the installed machinery, system or equipment cannot be used.

1.1.5 The statutory Certificates required by applicable international conventions and/or national legislation shall be valid at all times and shall be issued by the Society, the Flag Administration itself, or by a third party approved by the Flag Administration, within the limitations set out in [Sec.1 \[4\]](#).

1.2 The Customer's obligations

1.2.1 In order to retain a Vessel's Class with the Society, the Customer shall:

- at all times, ensure that the Vessel is maintained to the Rule standard
- submit complete and correct information related to the Vessel and its use, which is of significance to the Society for its assessment of the condition of the Vessel in relation to the Rules
- ensure that the Vessel is competently handled
- subject the Vessel to unscheduled Surveys when deemed necessary by the Society
- rectify Deficiencies and carry out any Conditions of Class or Retroactive Requirement specified by the Society
- subject the Vessel to Surveys as required by the Rules, and provide the necessary facilities for safe execution of Surveys
- submit complete and correct information on the ownership and management of the Vessel, addresses and corresponding administrative information pertinent to the Register of Vessels, see [Sec.2 \[4\]](#)
- submit correct information on the registration of the Vessel
- keep on board and ashore a set of as-built drawings/Documentation including subsequent Alterations/Conversions
- pay all fees and expenses due to the Society. The Owner has, together with managers, charterers and operators, a joint and several liability for any such fees and expenses. If a request for services is made by any other party than the Owner, that party will, in addition to the Owner, be responsible for the payment of the relevant fees
- notify the Society when the Vessel is laid up or otherwise taken out of service for a period of more than 3 months.

The Customer should notify the Society before any dry docking of the Vessel, in addition to the dry docking in connection with the bottom Surveys as stipulated by the Rules.

1.2.2 If the hull structure, machinery, systems or equipment covered by Classification sustain damage to such an extent that it may be presumed to lead to a Condition of Class (see [2.3]), the Society shall immediately be informed. The Vessel shall be surveyed in the first port of call or according to instructions from the Society.

The Survey shall be of an extent considered necessary by the attending Surveyor for ascertaining the extent of the damage.

1.2.3 If inspections by Port State Control (PSC) or Flag Administration reveal deficiencies related to Certificates issued by DNV GL, the Customer shall inform the next attending surveyor of the Society immediately about any deficiencies revealed by PSC or Flag Administration since last survey.

If the Vessel is detained, the Society shall be contacted for immediate attendance.

1.3 Maintenance

1.3.1 The Customer shall ensure that the Vessel, its hull structure, machinery, systems and equipment at all times is properly maintained.

Guidance note:

Maintenance of the hull structure, machinery, systems and equipment is normally to be in accordance with applicable recognised standards in the industry or in accordance with procedures recommended by the manufacturer.

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1.3.2 The Vessel shall have implemented a maintenance system. The maintenance system shall ensure that:

- inspections and maintenance are carried out at defined intervals
- any defect is reported with its possible cause, if known
- appropriate correction or Repair action is taken
- records of these activities are maintained.

1.3.3 Machinery, systems and equipment that are replaced shall be delivered with Certificates and Documentation as required by the Rules for the original machinery, system or equipment.

Certification according to current Rules which are less stringent than those originally enforced, may be accepted by the Society on a case by case basis.

2 The Society's involvement

2.1 Applicable Rules

2.1.1 Vessels built under the supervision of the Society shall in general be maintained and Repaired in compliance with the Rules to which it was constructed, except in cases mentioned in [2.5] and [2.6].

2.1.2 For Vessels built under the supervision of a classification society recognized by the Society, the Rules in force at the same date as those enforced by the other society will be applied. If such date is not known, the Society's Rules in force at the date of "contract for construction" will be applied (see [Sec.2 \[1.3.2\]](#)).

2.1.3 For Vessels other than those covered by [2.1.1] and [2.1.2], the Society's Rules for new Vessels in force at the time of entry into Class will be applied.

2.1.4 Amendments to the Rules may be made retroactive. If so, this will be stated or referred to in [Pt.7 Ch.2](#).

2.1.5 In cases where amendments to the Rules are made applicable to existing Vessels at the first annual, intermediate or renewal Survey after a specified date, or after the Vessel reaches a specified age, the expiry date of the related Survey time window shall determine when the amendments become effective.

2.2 Surveys

2.2.1 The objective of a Survey shall be to establish reasonable assurance that the Vessel, its hull structure, machinery, systems and equipment are in compliance with the Rules and suitable for continued safe and reliable operation.

2.2.2 A Survey may consist of a combination of visual inspections, audits, measurements, functional testing, non-destructive testing and review of maintenance and other relevant records.

2.2.3 The minimum extent of prescribed periodical Surveys is given in [Pt.7 Ch.1](#). The Society may increase the extent of Surveys when deemed necessary in order to ascertain the condition of the Vessel.

2.3 Conditions and Memoranda

2.3.1 A Condition of Class will be imposed for, but not limited to the following:

- Repairs and/or renewals related to damage, defect or breakdown that are considered by the Society to be sufficiently serious to affect the assigned Class (e.g. grounding, structural damages, machinery damages, wastage over the allowable limits etc.)
- supplementary Survey requirements
- temporary repairs.

2.3.2 The Society will issue a Condition of Class when deemed necessary to carry out assessments in order to ascertain whether damage, a defect or a deficiency affecting the assigned Class has been sustained or is imminent.

2.3.3 A Condition of Class may contain the following:

- a description of the deficiency, defect, damage or the assessment required
- required action
- due date for the required action to be completed
- possible temporary requirements imposed until the required action has been completed.

Alternatively the Condition of Class may refer to a Survey statement for above details.

2.3.4 If a Condition of Class is considered by the Society to seriously affect the Vessel's safety and Reliability, immediate action will be required. Otherwise a time limit will be given for the action to be completed.

2.3.5 A Condition of Class will be deleted when the Society, through a Survey or received information, is satisfied that requested action has been satisfactory completed.

2.3.6 When the Society has been authorised to carry out a statutory Survey and identify a finding that exclusively relates to a statutory Certificate, a Condition on behalf of the Flag Administration will be imposed for specific measures, Repairs or Surveys that shall be carried out within a specific time limit in order to retain the statutory Certificate.

2.3.7 For information related to the Vessel, its machinery systems, and equipment or to requirements in the Rules, the Society may issue a Memorandum to Owner. A Memorandum to Owner may supplement information given otherwise, e.g. in the Appendix to the Class Certificate or the Society's "Register of Vessels".

2.3.8 A Memorandum to Owner may be used in, but not limited to, the following cases:

- exemptions from requirements in the Rules
- accepted deviations from applicable requirements
- limitations on the use of the Vessel or its equipment
- defects or deficiencies of no concern to Class
- deleted Class Notations
- equipment in excess of Class requirements disused
- information related to agreed Survey arrangements.

2.3.9 Outstanding findings will be given in writing at completion of Surveys and may be recorded as Condition of Class. Findings may also be communicated verbally during the course of Surveys. Findings that have been corrected before the Survey has been completed will not be recorded as Condition of Class.

2.3.10 The Society may at any time modify a Condition of Class or Memorandum to Owner if considered appropriate. The Owner will be notified accordingly.

2.3.11 Condition of Class or Memorandum to Owner are recorded in the Vessel's Class status from where they will be deleted when no longer valid. The Owner will be notified accordingly.

2.3.12 The Owner will be informed of Retroactive Requirements.

2.4 Survey statement and Survey status

2.4.1 The Surveyor will provide a statement to the Customer on Surveys carried out.

2.4.2 Survey statements may contain the following information, to the extent applicable in each case:

- types of Surveys carried out
- Certificates issued, endorsed or extended
- damage, defects and/or deficiencies observed
- confirmation that Repairs have been completed and accepted by the Surveyor
- Conditions issued or deleted
- Memorandum to Owner issued or deleted
- Retroactive Requirements issued or deleted.

2.4.3 The Society will make Class status reports available to Customers on the Society's Internet website, see [Sec.1 \[2.7\]](#).

It is the Customer's responsibility to obtain this information from the Society's Internet website. Class status reports, on paper, may be distributed upon request.

2.4.4 Any document issued by the Society in relation to Surveys performed reflects the condition of the Vessel at the time of the Survey only.

2.5 Damage and Repairs

2.5.1 Repairs shall in general be carried out in such a way that the original design and scantlings are restored. Possible design modifications or reduced scantlings based on current Rules which are less stringent than those originally enforced, may be accepted by the Society.

2.5.2 Repairs to the hull structure, machinery, systems or equipment covered by the Rules shall be carried out by qualified personnel and in compliance with applicable Rules, with good engineering practice and under the supervision of a Surveyor.

Guidance note:

Guidelines for hull Repairs can be found in [DNVGL-CG-0182](#) Allowable Thickness Diminution for Hull Structure.

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2.5.3 Repairs as stipulated in [\[2.5.2\]](#) may be carried out without the attendance of a Surveyor (e.g. during voyage) provided a Repair plan is accepted by the Society in advance. A Surveyor shall be called for acceptance of such Repairs when completed.

2.5.4 In any emergency circumstance, emergency Repairs are to be effected immediately. The Repairs shall be documented in the Vessel's log and submitted thereafter to the Society for use in determining further Survey requirements.

2.6 Conversions and Alterations

2.6.1 Alterations of Vessels, except for assignment of new Class Notations, shall in general comply with the Rules applied during Newbuilding (see [Sec.2](#)). Upon request, the current Rules may be applied. Conversion of a Vessel shall in general comply with the current Rules. Current Rules will in general be applied when assigning a new Class Notation to a Vessel.

2.6.2 If the hull structure, machinery, systems or equipment shall be converted or altered, the changes shall be documented and be approved in the same manner as for new Vessels (see [Sec.2 \[1.4\]](#)).

2.6.3 Conversion or Alterations shall take place under the supervision of the Society (see [Sec.2 \[1.5\]](#)).

3 Endorsement and renewal of the Class Certificate

3.1 Endorsement of the Class Certificate

3.1.1 The Class Certificate will be endorsed upon satisfactory completion of annual and intermediate Surveys for Main Class and Class Notations, as applicable. The Certificate will be endorsed for satisfactory completion of renewal Survey if there is a delay in issuance of the new Certificate according to [\[3.2\]](#).

The Class Certificate will not be endorsed unless the following has been dealt with and accepted by the Society:

- overdue periodical Class Surveys
- overdue continuous Survey items
- overdue Conditions of Class
- overdue Retroactive Requirement.

3.1.2 If the Class Certificate is endorsed at completion of renewal Surveys, the Surveyor may extend its validity as necessary, but not more than to a date 5 months after the completion date, or after the expiry date of the Class Certificate, whichever comes first. If the Class Certificate has expired at the time of renewal Survey completion, new Certificate should be issued.

3.1.3 In the case where postponement of the renewal Survey has been granted upon the Customer's written request, the Class Certificate shall be replaced by an interim Class Certificate with a validity not more than 3 months beyond the validity of the Class Certificate.

3.1.4 In the case where the Main Class annual Survey is commenced prior to the defined time window, the Survey must be completed not more than 6 months after the date of commencement. In such cases the Certificate will be endorsed for advancement of anniversary date (due date) for the subsequent annual Surveys.

Expiry date of the Class Certificate may remain unchanged, but additional Surveys may be required so that the prescribed Survey intervals are not exceeded.

3.2 Renewal of the Class Certificate

3.2.1 A new Class Certificate will replace the existing Class Certificate when renewal Survey has been satisfactory completed and the Society has established reasonable assurance that the requirements for retention of Class have been met.

3.2.2 The new Class Certificate will be valid to a date not exceeding 5 years from:

- the expiry date of the existing Certificate when the renewal Survey has been completed within 3 months before the expiry date of the existing Certificate, or
- the expiry date of the existing Certificate when the renewal Survey has been completed after the expiry date of the existing Certificate, or
- the completion date of the renewal Survey when the renewal Survey has been completed more than 3 months before the expiry date of the existing Certificate, or
- the completion date of the renewal Survey when the renewal Survey has been commenced more than 15 months before the expiry date of the existing Certificate.

3.2.3 In cases where postponement of a renewal Survey has been granted, the new Class Certificate will be valid to a date not exceeding 5 years from the expiry date of the existing Certificate before the extension was granted.

3.2.4 In cases where the renewal Survey is carried out concurrently with a Conversion as defined in [2.6], or when the renewal Survey has been completed following Vessel being laid up or being out of service for a considerable period due to a major Repair or modification, the validity of the new Certificate will be 5 years from the date of completion of the renewal Survey. In such cases, the scope of the renewal survey shall be increased to the extent of the next renewal Survey.

3.2.5 For certain Vessels the Certificate validity and Survey intervals may be reduced by the Society, e.g. for Vessels with new or novel design or for systems or items exposed to abnormal rates of wear or failure. Such conditions will be stated in the "Appendix to the Class Certificate" and in Memorandum to Owner.

4 Suspension and withdrawal of Class

4.1 General

4.1.1 Class may be withdrawn at any time if the Society finds it justified.

4.1.2 The Society may suspend or withdraw a Vessel's Class where the conditions for retention of Class, have been violated (see [1]).

4.1.3 The decision to suspend or withdraw a Vessel's Class is made by the Society. However, in cases of automatic suspension (see [4.2.1] and [4.2.2]) no individual evaluation is made.

Suspension or withdrawal of Class may take effect immediately or after a specified period of time. In special cases, the suspension or withdrawal of Class may be made with retroactive effect (see [4.2.5]).

4.1.4 If the violation only affects requirements related to optional Class Notations, the suspension or withdrawal may be limited to these Class Notations only.

4.1.5 When Class is suspended or withdrawn the Society will:

- inform the Owner

- inform the Flag Administration
- make an entry to this effect in the Society's "Register of Vessels"
- make the information publicly available.

In the cases of Class suspension, a time limit will be given for when the Class will be withdrawn. This time limit will in general not exceed 6 months. A longer suspension period may be granted when the Vessel is not trading as in cases of lay-up, awaiting disposition in case of a casualty or attendance for reinstatement.

4.2 Suspension of Class

4.2.1 The Class will automatically be suspended with immediate effect if the renewal Surveys for hull, machinery, systems and equipment related to Main Class and/or mandatory Class Notations are not completed before the expiry date of the Class Certificate, and no postponement has been granted or unless the Vessel is under attendance for completion of the Survey.

4.2.2 If the annual or intermediate Surveys for Main Class and/or mandatory Class Notations are not completed within 3 months from the anniversary date of the Class Certificate, the Class is automatically suspended with immediate effect, unless the Vessel is under attendance for completion of the Survey.

4.2.3 The Society may decide to suspend a Vessel's Class if the Vessel is deemed to be unable to continue safe and reliable operation, e.g. as a result of a major casualty.

4.2.4 If any outstanding debt owed to the Society is not paid within a notified date, the Society may suspend the Vessel's Class with immediate effect.

4.2.5 In addition to the conditions laid down above, a Vessel's Class may be suspended with immediate effect in cases where:

- rectification of Deficiencies has not been carried out or otherwise dealt with in an appropriate manner, or
- rectification of Deficiencies has not been surveyed and accepted by the Surveyor,
- the Rules or other requirements imposed by the Society have been violated.

4.2.6 Class will not be automatically suspended according to [4.2.1] or [4.2.2] whilst a Vessel is laid up, provided the requirements in Pt.7 Ch.1 Sec.1 [1.5] are complied with.

4.2.7 If a Vessel has been detained as a result of port state inspections twice in a two year period and the Deficiencies are found to be serious, the Society may decide to suspend or withdraw Class.

4.3 Reinstatement following Class suspension

4.3.1 If the overdue Surveys leading to Class suspension as given in [4.2.1], [4.2.2] and [4.2.3] or requirement as given in [4.2.4] are carried out within the specified time, the Class will be reinstated provided the following is met:

- The result of the Survey is such that all observed Deficiencies are satisfactorily rectified. The Society may after consideration accept that minor Deficiencies are pending to be carried out.
- No overdue periodical Surveys or overdue Conditions of Class at that time.

4.3.2 The Society reserves the right to decline an application for reinstatement of Class.

4.3.3 If the Class has been suspended due to outstanding debt, the Class will automatically be reinstated when all outstanding debt has been paid, provided that there are no other reasons for suspension as outlined in [4.2].

4.3.4 When the Class is reinstated, the Society will:

- inform the Owner
- inform the Flag Administration
- make an entry to this effect in the Society's "Register of Vessels"
- make the information publicly available.

4.4 Withdrawal of Class

4.4.1 The Owner can request a withdrawal of Class at any time.

4.4.2 If the overdue Surveys specified in [4.2.1], [4.2.2] and [4.2.3] or requirement as given in [4.2.4] are not carried out within the specified time after the Class suspension, the Society will withdraw the Vessel's Class.

4.4.3 When a Vessel proceeds to sea without having rectified a Condition of Class which was required to be dealt with before leaving port, the Class will be withdrawn with immediate effect.

4.4.4 If the Society becomes aware that a Vessel continues operation with serious damage or defects in violation of Class requirements, the Class may be withdrawn with effect from the time this became known to the Society. The Class withdrawal may be made retroactively.

4.4.5 When it is considered that an Owner's failure to comply with Rule requirements is sufficiently serious or fraudulent the withdrawal of Class may, at the discretion of the Society, be extended to include other Vessels controlled or operated by the same Owner.

4.4.6 If any outstanding debt owed to the Society is not paid within a notified date, the Society may withdraw the Vessel's Class with one month's written notice. This also applies when the obligation to pay rests with a Builder or with the Vessel's previous Owner. In special cases a shorter notice may be given.

4.4.7 If the Owner makes a general assignment for the benefit of his creditors or if any proceedings are commenced in court or any order or judgement is given by any court for liquidation, winding up of the Owner, the Society may withdraw the Class with immediate effect.

4.4.8 For Vessels having statutory Certificates issued by third parties, except in those cases defined in [Sec.1 \[4.1.3\]](#) to [Sec.1 \[4.1.8\]](#), the Class may be withdrawn.

4.5 Re-assignment of Class following Class withdrawal

4.5.1 In all other cases than that given in [4.4.1], and if the circumstances leading to withdrawal of Class no longer exist, a Vessel may be re-assigned Class upon written request. The extent of Survey will in such instances be decided by the Society.

4.5.2 The Society reserves the right to decline an application for re-assignment of Class.

4.5.3 A new Class Certificate will be issued when the Survey has been satisfactory completed and the Society is satisfied that the requirements for retention of Class have been met.

4.5.4 When the Vessel is re-assigned Class, the Society will:

- inform the Owner
- inform the Flag Administration
- make an entry to this effect in the Society's "Register of Vessels"
- make the information publicly available.

5 Change of Owner or Manager

5.1 General

5.1.1 A Vessel shall retain Class when transferred to another Owner or manager. The previous Customer shall give the Society immediate notice, in writing, of such transfers. Obligations according to the Rules shall remain with the previous Customer until the Society is in receipt of such notice, in writing. See [\[1.2\]](#).

5.1.2 Class Notations and Survey arrangements based on certification of the management of operations will be deleted automatically when the management of a Vessel is transferred.

6 Force Majeure

6.1 General

6.1.1 If due to force majeure, the Vessel is not in port or is not accessible for Surveys when Surveys become overdue, the Society may allow the Vessel to sail in Class. This is provided that the Vessel proceeds directly to an agreed port and, if necessary, proceeds in ballast to an agreed repair facility at which the Survey can be completed. In this context the "Force Majeure" means damage to the Vessel, unforeseen inability of Surveyors to attend the Vessel due to governmental restrictions on right of access or movement of personnel, unforeseen delays in port or inability to discharge cargo due to unusually lengthy periods of severe weather, strikes, civil strife, acts of war or other force majeure.

SECTION 4 CERTIFICATION OF MATERIALS, COMPONENTS AND SYSTEMS

1 General

1.1 Introduction

1.1.1 The scope of Classification requires that specified materials, components and systems intended for the Vessel are certified according to the Rules. The objective of Certification is to ensure that materials, components and systems used in Vessels to be Classed by the Society comply with the Rule requirements. Certification normally includes both Plan Approval and Survey during production and/or of the final product (see [2.2], [2.3] and [2.4]).

1.1.2 The applicable chapters of the Rules define the extent of the Certification that is required for Class.

1.1.3 When the Society issues a Certificate to document compliance with requirements as described in this section, the Certificate will normally be in an electronic format that will be signed digitally. The electronic version of the digitally signed Certificate represents the original of the Certificate and any paper version is a copy.

1.2 Requirements for Manufacturer

1.2.1 Manufacturers of materials, components and systems of categories not covered by [Sec.2 \[1.2\]](#) shall be considered for approval according to criteria established by the Society, as applicable.

1.2.2 Quality control of materials, components and systems, shall be traceable and documented in writing. Further, quality control shall be carried out by qualified personnel at facilities and with equipment suitable for that control.

1.2.3 The following is mandatory and a prerequisite for issuance of Certificates:

- document handling system to ensure the product is free from asbestos. This shall also include control with sub-suppliers and contractors
- an "Asbestos Free Declaration" confirming that the product is free from asbestos and meets the requirements set forth in SOLAS Ch.II-1/3-5.2.

2 The Society's involvement

2.1 General

2.1.1 Compliance with Rules for materials, systems and components will be confirmed by the types of documents as defined in [Ch.3 Sec.5 \[2\]](#).

The applicable chapters and sections of the Rules specify which types of documents are required.

2.1.2 Where the Rules require Works Certificate or Test Report, the Surveyor may at any time require the tests to be carried out in his presence and/or that the Surveyor check elements of the production control.

2.1.3 For identification and traceability, certified products shall be marked in accordance with the description given in the Product Certificate and as specified by the applicable chapters of the Rules.

2.1.4 For certain components and systems the Certification will be based on defined internationally acceptable standards and certification schemes as defined in applicable chapters of the Rules. Compliance with the requirements of the standard shall be documented as required by that standard.

2.2 Plan Approval

2.2.1 The Plan Approval of materials, components and systems shall be on a case by case basis or follow the procedure for type approval (see [\[2.3\]](#)).

2.2.2 When the case by case procedure is used, Documentation of the design shall be submitted for Plan Approval for each application as required in the applicable chapters of the Rules.

2.2.3 A letter of approval or design verification report will be issued by the Society when compliance with the requirements for the design has been confirmed.

2.3 Type approval

2.3.1 Type approval is a procedure for approval of standard designs and/or routinely manufactured, identical components to be used in DNV GL classed objects. Type approval can be applied to:

- products
- groups of products
- systems.

2.3.2 The type approval procedure may consist of the following elements:

- design assessment
- initial Survey
- type testing
- issue of a type approval Certificate.

The type approval procedure used by the Society is described in [DNVGL-CP-0338](#).

2.3.3 When the type approval procedure is used, the following shall be submitted for approval as required in type approval programmes and the applicable chapters of the Rules:

- Documentation of the design
- results of type testing normally witnessed by a Surveyor.

A type approval Certificate will be issued by the Society when compliance with the design requirements is confirmed.

2.3.4 For certain products and systems, as defined in applicable chapters of the Rules, only type approval is required. For these products and systems no Survey is required, i.e. no product Certificate is required.

2.3.5 For certain products and systems as defined in the applicable chapters of the Rules, type approval is a mandatory procedure for Plan Approval.

2.3.6 Products and systems manufactured for stock shall normally be type approved.

2.3.7 For type approved products, where the basis for approval is the Rules, plans and technical descriptions of the product need not be submitted for approval for each Vessel unless otherwise stated as a condition on the type approval Certificate. In such cases only the arrangement or system plans, interface plans and those plans mentioned on the type approval Certificate shall be submitted for approval.

2.4 Survey

2.4.1 The Survey of materials, components and systems shall be on a case by case basis or on the basis of an established Manufacturing Survey Arrangement (MSA) (see [2.5]).

2.4.2 When the case by case procedure is used, the Survey shall be performed on the basis of approved design Documentation for the actual application and as required in the applicable chapters of the Rules. Compliance with the approved design Documentation and applicable requirements will be documented by Certificates as required in the applicable chapters of the Rules.

2.4.3 When the Survey is based on a MSA, the Survey shall be performed on the basis of approved design Documentation, applicable Rule requirements and in accordance with requirements and procedures laid down in the MSA. Compliance with the approved design Documentation and applicable requirements shall be documented by Certificates as specified in the MSA and/or as required in the applicable chapters of the Rules.

2.5 Manufacturing Survey Arrangement

2.5.1 When the procedures and processes of a Manufacturer's Quality System are in compliance with the rules, a Manufacturing Survey Arrangement (MSA) may be established with the Manufacturer as an alternative to the Survey described in the applicable Rule chapters.

2.5.2 The MSA shall be described in a document stating the requirements, scope, acceptance criteria, Documentation and the roles of the Society and the Manufacturer in connection with the Survey.

2.5.3 When it is agreed through an MSA that the majority of the required Surveys and test are completed without the presence of a Surveyor, it required that the Manufacturer has in operation a Quality System certified by an accredited certification body to ISO 9001, or equivalent.

2.5.4 When establishing an MSA, an initial assessment of the Manufacturer's ability to control product quality and to comply with the scope, requirements and criteria laid down in the MSA will be performed.

The extent and frequency of periodical assessments of the Manufacturer will be included in the MSA. The Society reserves the right to conduct further inspections without notice at its sole discretion.

2.5.5 When the MSA is based on a certified Quality System, the MSA automatically becomes invalid if the Quality System Certificate no longer is valid.

3 Suspension and withdrawal of Certificates

3.1 General

3.1.1 A product Certificate, type approval Certificate or approval of Manufacturer Certificate may be suspended or withdrawn at any time if the Society finds it justified.

3.1.2 The decision to suspend or withdraw a Certificate is made by the Society.

Suspension or withdrawal of a Certificate may take effect immediately or after a specified period of time. In special cases, the withdrawal of a Certificate may be made with retroactive effect.

3.1.3 When a Certificate is suspended or withdrawn the Society will:

- inform the Customer
- make the information publicly available.

In the case of suspension, a time limit will be given for when the Certificate will be withdrawn.

APPENDIX A TERMS AND CONDITIONS

1 Definitions and General

"Affiliate" – shall mean any subsidiary, parent, ultimate holding company or a subsidiary of such parent or ultimate holding company. For the purpose of this definition, "subsidiary" and "holding company" shall have the meaning assigned to them under the Companies Act relevant to the applicable law set out in Clause 17 herein;

"Contract" – shall mean the contract entered into between the Customer and DNV GL including these General Terms and Conditions and the DNV GL Rules. The above listed documents shall be interpreted as one agreement and in case of any ambiguities or contradictions between the various documents, the documents shall take precedence in the order they are listed above;

"Claim" or "Claims" – shall mean any and all claims, losses (including pure economical losses), demands, taxes, liens, liabilities, judgments, awards, provisional injunctions, remedies, debts, damages, injuries, costs, legal and other expenses, or causes of action of whatsoever nature, and in whatever jurisdiction the foregoing may arise;

"Consequential Loss" – shall mean loss and/or deferral of production, lost productivity (disruptions), loss of product, loss of use, loss of time to any vessel or loss of hire, loss of business opportunities and contracts, loss of goodwill, loss of data, loss of revenue, profit or anticipated profit (if any), losses arising from liabilities or indemnities under other contracts, in each case whether direct or indirect and whether or not foreseeable at the commencement of the Work;

"Customer" – shall mean the person and/or company which has requested DNV GL's service and has entered into a contract/agreement for services;

"Customer Group" – shall mean (i) the Customer and its Affiliates; (ii) the Customer's other contractors (other than DNV GL), suppliers and subcontractors (of any tier) and their respective Affiliates; and (iii) the respective directors, officers, managers, agents, employees (including agency personnel) and representatives of the persons and entities mentioned under (i) and (ii) above as well as any other person or entity acting on its/their behalf;

"Deliverable" – the deliverable(s) which is(are) to be provided to the Customer by DNV GL according to the Contract;

"DNV GL" – shall mean for the purposes of these General Terms and Conditions, the company with which the Customer has entered into the Contract being DNV GL AS or any of its branches and subsidiaries (as the case may be);

"DNV GL Group" – shall mean (i) DNV GL, all its direct and indirect owners and its Affiliates; (ii) DNV GL's subcontractors (of any tier) and their Affiliates; and (iii) the respective directors, officers, managers, agents, employees (including agency personnel) and representatives of the persons and entities mentioned under (i) and (ii) above as well as any other person or entity acting on its/their behalf;

"DNV GL Rules" – shall mean all provisions and/or requirements adopted by DNV GL as the basis for Classification at any point in time;

"Variation" – additional work to the Work originally agreed in the Contract;

"Work" – the services provided to Customer by DNV GL which are expressly set out in the Contract including any Variation and any Deliverable.

These General Terms and Conditions shall be incorporated in the Contract and shall override and exclude any terms and conditions sought to be imposed by the Customer. No amendment and/or variation to these General Terms and Conditions and no additional terms put forward by the Customer shall be considered binding or valid unless set out in

writing and duly signed by the authorised representatives of both parties.

The respective latest version of the General Terms and Conditions as well as the applicable DNV GL Rules, as made available on www.dnvgl.com shall apply to all work rendered by DNV GL, including those rendered within the scope of DNV GL's statutory functions as recognised organisation or similar, even if no written Contract was concluded.

2 The Work and execution of Work

2.1 The Work shall be carried out in accordance with the Contract, the provisions of these General Terms and Conditions, the DNV GL Rules, the international conventions and/or EU regulations applicable to the relevant Work and/or flag administration requirements. The same shall apply in the absence of a written agreement between the parties. The Work performed by DNV GL is performed under the basic assumption that other parties involved, including but not limited to the Customer's other contractors and suppliers, fulfil their individual obligations and provide correct and complete information. DNV GL shall, upon completion of the relevant certification process and the Work, but subject to any relevant findings from its assessment or inspections, issue the Deliverable, provided always that DNV GL in its sole professional discretion finds that the applicable requirements are fulfilled.

2.2 When providing services DNV GL does not assess compliance with any standard other than the applicable DNV GL Rules, international conventions, EU Regulations and/or flag administration requirements and other standards, to the extent agreed in writing.

2.3 Any terms, conditions, duties or warranties otherwise incorporated or implied by law are hereby expressly excluded in full or to the fullest extent permitted by the applicable law. The remedies set forth in Clause 6 shall therefore be the sole remedies for any discrepancies, errors or omissions whatsoever regarding the Work.

2.4 DNV GL will provide suitably qualified personnel to carry out the Work. Unless otherwise agreed, DNV GL may at any time substitute personnel assigned to the Work, provided that any replacement personnel are suitably qualified.

2.5 A confirmation given or certificate issued by DNV GL shall not substitute the role of and/or release the Customer Group or any other parties involved from its contractual or legal obligations towards any third parties and/or the Customer (as the case may be). Maintenance of the validity of such confirmation or certificate, for example through the process of regular surveys in the case of ship classification, is the responsibility of the Customer.

2.6 DNV GL may, without prejudice to any other rights available to DNV GL, at any time recall, suspend, withhold, withdraw and/or reissue any Deliverable with immediate effect, suspend or withdraw any vessel from class and/or suspend further performance of any services if in DNV GL's sole and unfettered opinion: (i) Customer fails to provide any necessary information or documentation for the purpose of maintaining the Deliverable and/or class; or (ii) Customer fails to comply in due time with conditions or instructions issued by DNV GL; or (iii) Customer fails to pay any fees or other sums due to DNV GL; or (iv) any relevant discrepancies, errors or omissions in the basis for the Deliverable is detected; or (v) Customer misrepresents DNV GL's business name, trademark or Deliverable on which such name or trademark is used.

2.7 DNV GL may retain or withhold any service, certificate or other deliverable to the Customer in respect of all outstanding payments (whether related or not) arising out of the entire business relationship with the Customer, regardless of whether one or more vessels owned or managed by the Customer are affected.

3 General Obligations

- 3.1 Customer agrees that DNV GL's performance of the Work requires DNV GL to be granted access to and the right to inspect all relevant sites, equipment, machinery and facilities and all relevant, correct and complete documents and information. For this purpose, Customer shall in a timely manner, without conditions, make all necessary arrangements and provide DNV GL with all reasonably necessary access to the above mentioned information and sites. Unless it is explicitly agreed as part of the Work to identify discrepancies, errors, inconsistencies or omissions in the information provided by the Customer Group, Customer shall be responsible for the correctness of the information it provides and DNV GL is entitled to rely on the accuracy and completeness of such information for the performance of the Work.

All Deliverables provided by DNV GL are based on the information, documentation and/or physical items made available by Customer to DNV GL up to the date of issuance of the Deliverable, and Customer acknowledges and agrees that any statement made by DNV GL in the Deliverable is a statement reflecting the situation at the time of issuance only.

- 3.2 Should the Customer fail to provide DNV GL with the required access or information at the agreed times, DNV GL may suspend the performance of the Work pending receipt of the Customer's instructions for access and/or necessary information. DNV GL shall have no liability as a consequence of any such suspension and the Customer will be responsible for DNV GL's fees and other wasted costs and expenses incurred by DNV GL.
- 3.3 Customer acknowledges and agrees that it has read and understood the requirements in the applicable DNV GL Rules, international conventions, EU Regulations and/or flag administration requirements and other standards applicable to the Contract and agrees to abide by them.
- 3.4 Any failure by Customer in fulfilling the obligations set out in this Section 3 is to be considered a material breach of this Contract.

4 Health, Safety and Environment (HSE)

- 4.1 Both DNV GL and the Customer shall employ reasonable standards for promoting safety, health and environmental protection and for ensuring safe working environments for their personnel.
- 4.2 Customer shall inform DNV GL without undue delay of: (i) any actual or potential HSE risk which Customer is aware of and which is reasonably relevant to the performance of the Work; and (ii) any of Customer's implemented or planned measures against such risks that Customer requires DNV GL's personnel to adhere to.
- 4.3 Whenever DNV GL's performance of the Work involves visits to or work on Customer controlled facilities or sites, Customer is responsible for the adequacy, stability, safety and legal compliance of the working environment, including reasonable measures to mitigate or control relevant risks. DNV GL or its personnel is entitled to refuse to carry out any activity, or visit any area or site, if DNV GL or its personnel in their sole discretion consider that relevant risks are unacceptable or not adequately addressed, contained or otherwise mitigated. Any such decision shall suspend both parties' obligations under the Contract without any liability or penalties until the parties have agreed on how to proceed.

5 Variations to the Work

Customer may in writing request DNV GL to perform a Variation. DNV GL shall not be obliged to execute any Variations until a written agreement with the Customer regarding the remuneration and the potential schedule impact of the Variation has been signed, which shall be an integral part of this Contract.

6 Re-performance

Any documented error or defect in the Work will be rectified by DNV GL within a reasonable period of time at DNV GL's sole cost, provided said error or defect is not attributable to Customer or Customer Group and DNV GL is duly notified of said errors or defects within twelve (12) months after delivery or completion of the Work, whichever occurs first.

7 Taxes and Remuneration

- 7.1 Each party is solely responsible for paying any and all taxes, duties or similar government charges to the competent public authority wherever such charges are levied and/or imposed on the activities of the party.

Any and all prices, fees, rates or remuneration are agreed as stated exclusive of any form of sales taxes, value added tax, goods and services tax and/or any other similar taxes including any surcharges levied thereon which may be applicable.

- 7.2 Customer shall effect payment as agreed in the Contract to DNV GL for the Work, including any Variations, to DNV GL's bank account stated on the invoice within thirty (30) days of the date of the invoice.

Work performed by DNV GL shall be invoiced in accordance with the tariffs of DNV GL or on the basis of the price quoted in the offer or in the Contract. In addition thereto, DNV GL will charge any extra expenses incurred in connection with the services rendered (e.g. travelling or other expenses and, where applicable, any value added/turnover tax).

Customer accepts invoices sent by electronic means.

Additional expenses which are incurred by DNV GL in connection with the performance of the Work, and for which DNV GL is not responsible, for instance, as a result of poor organisation on the part of the Customer or of repetition of tests and extra time spent, will be charged separately at the respective current cost rates.

- 7.3 In case of late payments, DNV GL is, in addition to the remedies set forth in Clause 2.6, entitled to charge a late payment interest according to the applicable law of this Contract, or 8% per annum pro rata, whichever is the higher.

- 7.4 All payments shall, subject to Clause 7.5, be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law.

- 7.5 If and to the extent Customer has to withhold taxes or other government charges according to mandatory laws, Customer shall withhold and deduct such amounts from payments to DNV GL and pay the amount to the competent tax authority or any other relevant governmental body, as the case may be, within the time allowed and in the minimum amount required by law. Customer shall indemnify and hold DNV GL harmless from any and all financial responsibility or sums found to be due arising out of the non-payment, late-payment or payment to the non-competent tax authority or any relevant governmental body.

Customer shall inform DNV GL about such withholding, any change in the rate or the basis of the withholding and the availability of any formal procedure resulting in an authorisation to make a payment without a withholding prior to making the payment. Customer and DNV GL shall cooperate in completing any procedural formalities necessary for the Customer to obtain authorisation to make payment without a withholding.

Within ten days of making either the withholding or any payment required in connection with that withholding, the Customer shall deliver to DNV GL a withholding tax certificate, official receipt or evidence reasonably satisfactory to DNV GL that payment has been made to the competent tax authority or any other competent governmental body. Customer shall cooperate with DNV GL and shall use reasonable efforts, at no cost to DNV GL, in seeking any double tax treaty relief, other exemptions and refunds available following from such withholdings.

- 7.6 Section 7.1 to 7.5 shall apply accordingly in case an Affiliate provides the Work.

- 7.6 No disputes arising between DNV GL and the Customer shall interfere with prompt payment of invoices by the Customer. Any rights of lien or retention in favour of the Customer, statutory or otherwise, are hereby excluded. The Customer shall have no right to set-off any sums including sums in respect of counter-claims, unless such counter-claim is undisputed or has been finally adjudicated upon by the courts.

8 Confidentiality

- 8.1 Each party as recipient agrees to keep confidential any information it receives from the other party as disclosing

party in the course of the Contract which, by denotation or reasonable circumstances, is considered confidential to the disclosing party. The recipient shall treat such received information with reasonable care and diligence, not disseminating or disclosing it to third parties without the disclosing party's prior written consent, provided however that each party may share such information with its officers, employees, affiliates, subsidiaries, subcontractors, suppliers or professional advisors who are subject to confidentiality obligations reflecting the principles herein.

- 8.2 The obligations set forth in Clause 8.1 shall not apply to any information which: (i) is or becomes known to the recipient from a third party without any confidentiality obligation to the disclosing party; (ii) is or becomes generally available in the public domain through no act or failure to act on the part of the recipient; (iii) has demonstrably been developed by the recipient independently from this Contract; (iv) is requested to be disclosed by any competent court, governmental agency, flag state administration, other relevant public authority in accordance with applicable law, court order or other public regulation; (v) is disclosed to the registered owner and/or ultimate owning company of a vessel without changing the general nature of confidentiality of such information if such information is vessel-related or (vi) is required to be disclosed by the applicable stipulations of the International Association of Classification Societies (IACS).
- 8.3 Customer acknowledges that DNV GL is bound by an obligation to give the EU Commission or anyone acting on its behalf, access to information in accordance with applicable EU requirements, and that Customer shall give the EU Commission unrestricted access to ships for the purpose of inspection.
- 8.4 DNV GL Group shall have the right to use for statistical, analytical and internal training purposes, any material, information or know-how generated in the course of the Work.
- 8.5 The obligations in this section shall survive the completion of the Work or termination of this Contract and shall continue for as long as the relevant information remains confidential.

9 Assignment and Subcontracting

- 9.1 This Contract, including any Deliverable issued as a result hereof, is specifically related to the Customer and no rights, obligations, interest, claim, benefit or Deliverable deriving here from shall extend to any other (third) party without the prior written consent of DNV GL. Customer is not entitled to grant to any third party any right of use in respect of any Deliverable without the prior written consent of DNV GL. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.
- 9.2 DNV GL may at its discretion subcontract parts of or the whole of the Work to any other company within the DNV GL Group. The DNV GL Group shall have the benefit of, and shall be entitled to enforce against the Customer the rights, exclusions, limitations of liability and indemnities set out in the Contract.
- 9.3 DNV GL is only responsible for the Work it has performed directly or through its subcontractors.

10 Intellectual Property Rights

- 10.1 For the purpose of this Contract, each party shall remain the sole owner of any of its intellectual property and rights thereto existing prior to the date of this Contract and, except as explicitly set out in this Contract, nothing herein shall imply any transfer or grant of rights to any such intellectual property or rights thereto.
- 10.2 Customer shall hold a restricted, global and royalty free license to use the Deliverables or the results of the Work for their agreed or ordinary purpose, including the right to use any valid certificates or similar documents in accordance with the applicable requirements.
- 10.3 Subject to the confidentiality obligations set out in Clause 8 above, all intellectual property rights in the information and data created in connection with this Contract shall vest in DNV GL. In particular, DNV GL shall hold the copyright to all certificates and similar documents issued under this Contract. Nothing herein shall be deemed to limit DNV GL Group rights according to Clause 8.4.

10.4 The Customer warrants that it holds all necessary rights to material and information submitted for the purpose of the Work. The Customer shall indemnify and hold harmless DNV GL from any Claim DNV GL might suffer or receive as a consequence of any infringement of third party rights.

10.5 DNV GL is continuously improving its services to the industry to safeguard life, property and the environment. The customer acknowledges that DNV GL shall hold a right to use and process any information, data or databases generated or collected throughout the Work in an anonymized form, for its own competence building, research or business purposes.

11 Force Majeure

- 11.1 Neither party shall be in breach of this Contract, nor liable for any failure or delay in performance hereunder if the cause of such failure or delay is attributable to events beyond the reasonable control of the affected party, including but not limited to armed conflict, terrorist attack, civil war, riots, toxic hazards, epidemics, natural disasters, extreme weather, fire, explosion, failure of utility service, labour disputes, breakdown of infrastructure, transport delays, or any public restrictions following any of the incidents above, or any other force majeure occurrence.
- 11.2 In the event of a force majeure occurrence, the affected party shall notify the other party without undue delay of the particulars of the situation and the estimated duration. Either party shall be entitled to terminate the Contract with immediate effect should the force majeure occurrence endure for more than thirty (30) days.

12 Indemnifications

- 12.1 Each party shall indemnify and hold harmless the other party from and against all Claims arising while carrying out the Work in respect of: (i) bodily injury, sickness, disease, or death of any of its employees or other representatives; and (ii) loss of or damage to the party's property. This provision shall apply whether or not the Claim is caused or contributed to by the negligence of the other party. Both parties shall maintain insurances for such liabilities, cf. Clause 14, to make this knock-for-knock provision effective.
- 12.2 The Work including any advice and information provided by DNV GL to the Customer as a part of the Work, shall be for the Customer only. The Customer shall ensure that any other member of the Customer Group and/or any third party is aware that the Work is intended for the Customer only and it is understood and agreed that nothing expressed herein is intended or shall be construed to give any person, firm or corporation, other than the signatories hereto any right, remedy or claim hereunder or under any provisions herein contained. The Customer shall indemnify and hold harmless the DNV GL Group from and against Claims brought by the Customer Group (other than the Customer) in connection with the Work or any advice and information, in whatever form it may be given, which has been provided by DNV GL to the Customer.
- 12.3 The Customer shall be responsible for and shall save, indemnify, defend and hold harmless the DNV GL Group from and against all Claims in respect of pollution or contamination emanating from the assets, equipment, facilities or property of Customer Group whether owned, hired, leased or otherwise provided by the Customer Group and arising from, relating to or in connection with the performance or non-performance of the Work, irrespective of cause and whether or not resulting from or contributed to by any negligence, breach of duty (statutory or otherwise), breach of contract, breach of warranty and/or strict liability of any member of the DNV GL Group.
- 12.4 Customer shall indemnify and hold harmless DNV GL from and against any Claims in respect of: (i) Customer's breach of Section 3 (General Obligations); (ii) any abuse of the Deliverable issued under this Contract.
- 12.5 The Customer's obligations to indemnify DNV GL Group set out above in Clause 12.2, 12.3 and 12.4, shall apply in respect of any Claims regardless whether such Claims against DNV GL Group are based on breach of contract, direct action, breach of duty (statutory or otherwise), tort (including

negligence), "information liability", strict liability or otherwise, except if and to the extent such Claims are caused by DNV GL's (i) act or omission with the intent to cause damage or injury; (ii) act or omission in gross disregard of a known or obvious risk which made it highly probable that harm would follow.

- 12.6 Each party shall notify the other party without undue delay upon becoming aware of any incident likely to give rise to a Claim against the other party in relation to this Contract.
- 12.7 The Customer agrees that any Claim with respect to the Work shall be brought solely against DNV GL, and the Customer shall indemnify and hold harmless DNV GL Group from any Claim brought against DNV GL Group by any other party as a consequence of the Customer's breach of this Clause 12.7.

13 Limitation of Liability

- 13.1 Except for the re-performance of the Work as provided in Clause 6 and DNV GL's indemnification obligations set out in Clause 12.1 above, DNV GL shall not be liable for any Claim incurred by Customer and/or Customer Group arising from, relating to or in connection with the performance or non-performance of the Work by DNV GL, whether or not resulting from or contributed to by any negligence (in whatever form on whatever organisation level), breach of duty (statutory or otherwise), breach of contract, breach of warranty and/or strict liability of any member of the DNV GL Group, except to the extent set out below.

DNV GL's liability for all Claims arising out of or in connection with this Contract shall be limited to an aggregate total of 10 (ten) times the net fees (excluding any expenses and disbursements) payable to DNV GL for the Work, never exceeding a maximum aggregate sum of USD 4 (four) million.

In case the Customer pays the fees periodically, e.g. under a Periodical Service Agreement or similar fee arrangement, DNV GL's liability for all Claims arising out of or in connection with this Contract shall be limited to an aggregate total of 10 (ten) times the annual net fee (excluding any expenses or disbursements), never exceeding a maximum aggregate sum of USD 4 (four) million.

- 13.2 Any limitations and exclusions of DNV GL's liability shall extend to:
- (i) the other members of the DNV GL Group; and
 - (ii) the relevant maritime administration of a vessel's country of registry (the "Flag Administration") for any services provided hereunder on behalf of such Flag Administration, and the Customer accepts that the other members of the DNV GL Group and the Flag Administration shall be entitled to invoke such limitations and exclusions of liability directly towards any Claim from the Customer Group.
- 13.3 Notwithstanding any provision to the contrary elsewhere in these General Terms and Conditions and irrespective of cause and whether or not resulting from or contributed to by any negligence (whatsoever degree and whatsoever organisation level), breach of duty (statutory or otherwise), breach of contract, breach of warranty and/or strict liability, the Customer shall be responsible for and shall save, indemnify, defend and hold harmless the DNV GL Group from the Customer Group's own Consequential Loss and DNV GL shall be responsible for and shall save, indemnify, defend and hold harmless the Customer Group from the DNV GL Group's own Consequential Loss.
- 13.4 Neither party excludes or limits any liability which cannot be excluded or limited by the applicable mandatory law.
- 13.5 Any Claim against DNV GL Group by the Customer shall be deemed to be irrevocably waived and time barred upon the expiry of twelve (12) months from the date of completion of the relevant Work.

A later issuance of class certificate or confirmation of vessel being in class shall not result in the commencement of a new 12 (twelve) months' time bar period, except for services provided in addition to the initial Work.

14 Insurance

- 14.1 Both parties shall maintain adequate insurance coverage for general and professional liabilities and their relevant personnel under the Contract, for such amounts and on such terms as are standard in their respective industries and with

underwriters who are in good standing. Such insurances shall contain a waiver of subrogation.

15 Fair Business Practice, Anti-bribery and Compliance

- 15.1 The parties shall conduct their respective business activities in a fair, ethical, and lawful manner in accordance with all applicable laws and generally accepted codes of conduct (including but not limited to the DNV GL code of conduct), avoiding any unacceptable activities, including but not limited to acceptance of or acquiescence in extortion, bribery, use of child labour, breach of human rights, or the imposition of unreasonable work conditions.
- 15.2 Customer shall indemnify and hold harmless DNV GL from any breach of Clause 15.1.
- 15.3 Both parties may terminate this Contract with immediate effect, without any liability or penalties, if a member of DNV GL Group or Customer Group are or become subject to sanctions or penalties imposed by a national government, the United Nations, the European Union or similar organisations related to the Work which is provided hereunder, or if the Work could be considered to be illegal or in conflict with applicable law for the respective party, its subcontractors and/or its subcontractor's parent companies.

16 Term and Termination

- 16.1 This Contract shall remain in full force and effect until all Deliverables are delivered, or the Work is otherwise completed and paid for in full unless terminated earlier by mutual agreement or in accordance with Clause 15.3 or Clause 16.2 below.
- 16.2 Each party may terminate this Contract by written notice to the other party under the following circumstances:
- (i) if the other party commits a material breach of this Contract and fails to rectify such breach within 10 (ten) working days after receipt of the other party's written notice;
 - (ii) if the other party becomes insolvent, is unable to pay its debts as they fall due, or is subject to bankruptcy proceedings, administration, receivership, dissolution, liquidation, winding-up or otherwise discontinues its business; or
 - (iii) for convenience after serving the other party a written notice 30 (thirty) days prior to termination.
- 16.3 In the event the Contract is terminated by the Customer in accordance with 16.2 (iii) prior to completion of the Work, irrespective of cause, DNV GL shall be entitled to: (i) the agreed remuneration for the Work rendered up to the date of termination; (ii) all costs incurred by DNV GL up to and including the termination date; and (iii) 10% of the remuneration agreed in respect of Work which has not been provided. In the event of termination, DNV GL shall be entitled to retain any payment, deposit or advance of any fees made by the Customer prior to the date of termination up to the amount to which DNV GL is entitled.
- 16.4 In the event of termination of the Contract, the rights and obligations of DNV GL and the Customer included in Clauses 1, 3, 6, 7, 8, 10, 11, 12, 13, 17 and 18 shall remain in full force and effect.

17 Law and Jurisdiction

- 17.1 This Contract shall be governed by and construed exclusively in accordance with the laws of Norway, without regard to principles of conflicts of law.
- 17.2 The parties shall use their reasonable efforts to resolve any claim or dispute arising in relation to this Contract by negotiations within a reasonable time. Should the parties fail to resolve any claim or dispute by negotiations, the dispute shall be exclusively subject to the jurisdiction of the courts of Oslo, Norway.

18 Severability

Should any provision of these General Terms and Conditions be held to be invalid or unenforceable, such shall not affect the validity or enforceability of any other part or provision of these General Terms and Conditions. Such provision shall be amended to the extent necessary to make the provision valid and enforceable, while keeping as strictly and closely as possible to the original wording and purpose of the provision.

CHANGES – HISTORIC

January 2018 edition

Changes January 2018, entering into force 1 July 2018

<i>Topic</i>	<i>Reference</i>	<i>Description</i>
Correction to acceptance of deviations from class rules	Sec.2 [1.3.5]	The limitation to accepting deviations from requirements for structural strength, machinery installations, steering appliances and electrical systems and equipment covered by main class is removed.
Move to electronic certificates	Sec.3 [3.2.1]	Deleted guidance note as we are moving to electronic issuance of certificates.

July 2017 edition

Changes July 2017, entering into force 1 January 2018

<i>Topic</i>	<i>Reference</i>	<i>Description</i>
PR 17 - Reporting on deficiencies possibly affecting the implementation of the ISM Code on board during surveys	Sec.1 [2.7.6]	
Removing a limitation with respect to deviations from the rules	Sec.2 [1.3.5]	

January 2017 edition

Main changes January 2017, entering into force 1 July 2017

- Sec.1 - Classification Principles
 - Sec.1 [1.1.1]: clarification of services offered
 - Sec.1 [1.1.2]: clarifications of relationship between Terms & Conditions and the Rules
 - Sec.1 Table 2: the definition of Classification has been amended to specify extent and method for verification of compliance
 - Sec.1 Table 2: added definition: 'Ultimate Owning Company'
 - Sec.1 [2.3.3]: clarification of Owner's responsibility
 - Sec.1 [2.6.5]: added paragraph: regarding rights to disclose relevant documentation.
- Sec.2 - Assignment of Class

- Sec.2 [3]: clarification of issuance of Class Certificate
- Sec.3 [2.6.2]: deleted Guidance Note considered superfluous
- Sec.3 - Retention of Class
 - Sec.3 [1.3.3] and Sec.3 [2.5.1]: clarification of which certification requirements to apply on an existing vessel
 - Sec.3 [3.1.3]: changed procedural requirement for postponement of the Class Certificate
- Sec.4 - Certification of materials, components and systems
 - Sec.4 [2.3.1]: editorial corrections made

October 2015 edition

Amendments July 2016

- Sec.3 Retention of Class
 - Sec.3 [1.3.3]: Added paragraph.
 - Sec.3 [2.1.1] and Sec.3 [2.5.1]: Editorial corrections made.

Amendments January 2016

- General
 - Only editorial corrections have been made.

About DNV GL

DNV GL is a global quality assurance and risk management company. Driven by our purpose of safeguarding life, property and the environment, we enable our customers to advance the safety and sustainability of their business. We provide classification, technical assurance, software and independent expert advisory services to the maritime, oil & gas, power and renewables industries. We also provide certification, supply chain and data management services to customers across a wide range of industries. Operating in more than 100 countries, our experts are dedicated to helping customers make the world safer, smarter and greener.

SAFER, SMARTER, GREENER