

REQUEST FOR MARINE SERVICES –
TYPE APPROVAL

BYD Quote Reference No:	ご記入不要	Issue Date:	ご記入不要
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Client details

LR Account Number	ご記入不要	Telephone No.	ご契約頂く会社の電話番号
Client Company Name	ご契約頂く会社の名称	Client VAT/Tax Number	ご記入不要
Client Registered Address	ご契約頂く会社の住所		
If required, provide invoicing address	ご請求先が異なる場合や気付が本申込書署名者と異なる場合、ご請求先となる会社名及び住所		

Purchase Order (PO) Number	ご記入不要	Other reference number of invoice instructions	特定のご担当者様宛に請求書を送付する必要がある場合、そのメールアドレス
Email for invoice dispatch	請求書送付先メールアドレス		

Request: 申込み内容、その他注記事項 例
Request of xxx. e.g. type approval (New, Renew or Amend), work approval, paint approval etc.
Certificate No.: (If Renew or Amend)

Fees 別途お見積りをご取得の場合にはその参照番号 見積を入手されていない場合は、「As per LR's Invoice(s).」と追記してください。

This contract is between the Client and Lloyd's Register Group Limited (hereinafter referred to as LR) for Type Approval services and is subject to the terms and conditions on this document.
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TERMS AND CONDITIONS

- In these terms and conditions: (i) "Services" means any and all type approval services provided by any entity that is part of the LR Group, as hereinafter defined; (ii) the "Contract" means this agreement for supply of the Services; (iii) the "LR Group" means LR, its affiliates and subsidiaries, and the officers, directors, employees, representatives and agents of any of them, individually or collectively; and (iv) the Product means the product, equipment, component, system or material certified by LR pursuant to this Contract under the LR Type Approval System Procedure TA14 (which can be found at [LR Type Approval System Procedure TA14](#)).
- The Client agrees to pay all Fees for the Services within 30 days of the invoice date (the due date). If the Client disputes an invoice, or part of an invoice, the Client must immediately notify LR in writing. If no notification is received by the due date, the Client will be deemed to have accepted the invoice in full. Where only part of an invoice is disputed, the undisputed amount must be paid by the due date. LR reserves the right to raise interim invoices for Services provided, calculated on a pro rata basis. Fees do not include any tax, including but not limited to Value Added Tax, Goods and Services Tax, withholding taxes, turnover taxes, surcharges or duties as required by law, and if required, any such tax or duty is chargeable to the Client and payable by the Client in addition to the above referenced fees. The Client shall pay the full Fees as invoiced irrespective of whether the Client is required by law to withhold any taxes or duties from the invoiced amount.
- LR reserves the right to charge interest accruing on a daily basis at an annual rate of 2% above the greater of the London Interbank Offered Base Rate (LIBOR) (or the equivalent in the country where the Client maintains its principal office) on any amount remaining unpaid beyond the due date, and may withhold any or all Services until the arrears, including interest, are paid in full. LR may at its sole discretion at any time allocate payment received from the Client to satisfy other earlier invoices that remain unpaid by the Client.
- LR reserves the right to charge for any work that is additional to that originally quoted.
- LR will keep confidential and not use or disclose to any third party outside the LR Group any data, plan or other written technical information (the Information) received from the Client except as may be required by law or as may be authorised by the Client, or as referenced below. This obligation will not apply to any Information that: (i) was in the LR Group's possession before its disclosure by or on behalf of the Client to the LR Group; or, (ii) is disclosed to a third party through no fault of the LR Group; or, (iii) otherwise becomes available to the LR Group from an independent source not under a confidentiality obligation to the Client; or, (iv) is posted on the LR Group 'Class Direct' website or App; or, (v) is provided to an LR contractor or supplier under confidentiality terms and controls; or, (vi) LR

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- is requested to provide the Information to: (a) a Flag State authority (including the EU Commission representatives); or, (b) another IACS member (pursuant to the IACS early warning rules); or, (c) a subsequent owner of the vessel to help explain any LR Group safety recommendation to that subsequent owner. This obligation will survive termination of the Contract.
6. Notwithstanding the general duty of confidentiality owed by LR, LR will participate in the IACS Early Warning System which requires LR to provide its fellow IACS members with relevant technical information on serious hull structural and engineering system failures, as defined in the IACS Early Warning System (but not including any drawings relating to the ship which may be the specific property of another party), to enable such useful information to be shared and utilised to facilitate the proper working of the IACS Early Warning System. LR will provide the Client with written details of such information upon sending the same to IACS Members.
 7. The Client shall indemnify and hold all members of the LR Group harmless from all claims, costs, proceedings, damages and expenses, (including legal and other professional fees and expenses), made against, incurred or paid by any member of the LR Group as a result of or in connection with any breach by the Client of this contract or any alleged or actual infringement, whether or not under English law, of any third party's intellectual property rights (including copyright) or other rights arising out of the use or supply of the information by or on behalf of the Client to any member of the LR Group.
 8. This Contract continues in force until terminated by LR or the Client, after giving the other party 30 days' written notice.
 9. If the Contract is terminated by LR or the Client before the Services under the Contract are completed, LR's fees will be calculated on a pro rata basis up to the date of termination. Any reasonable costs directly attributed to early termination and any amounts then due to LR will immediately become payable.
 10. LR's Services do not assess compliance with any standard other than the LR Type Approval System Procedure TA14 (which can be found at [LR Type Approval System Procedure TA14](#)) and applicable classification rules, international conventions, or any other standards that are expressly agreed in writing by LR and the Client. Without limiting the generality of the foregoing, the issuance of a type approval certificate does not relieve the manufacturer of its duty to construct the Product in accordance with the design and production documentation referencing the Product and submitted to LR and upon which LR has based its type approval certification of the Product pursuant to this Contract.
 11. In providing Services, information, or advice, the LR Group does not warrant the accuracy of any information or advice supplied. Except as set out in these Terms and Conditions, LR will not be liable for any loss, damage, or expense sustained by any person and caused by any act, omission, error, negligence, or strict liability of any of the LR Group or caused by any inaccuracy in any information or advice given in any way by or on behalf of the LR Group even if held to amount to a breach of warranty. Nevertheless, if the Client uses the Services or relies on any information or advice given by or on behalf of the LR Group and as a result suffers loss, damage, or expense that is proved to have been caused by any negligent act, omission, or error of the LR Group or any negligent inaccuracy in information or advice given by or on behalf of the LR Group, then LR will pay compensation to the Client for its proved loss up to but not exceeding the amount of the fee (if any) charged by LR for that particular service, information, or advice.
 12. Notwithstanding the previous clause, the LR Group will not be liable for any loss of profit, loss of contract, loss of use, or any indirect or consequential loss, damage, or expense sustained by any person caused by any act, omission, or error or caused by any inaccuracy in any information or advice given in any way by or on behalf of the LR Group.
 13. No LR Group entity will be liable or responsible in negligence or otherwise to any person not a party to the agreement pursuant to which any certificate, statement, data, or report is issued by an LR Group entity for (i) any information or advice expressly or impliedly given by an LR Group entity, (ii) any omission or inaccuracy in any information or advice given, or (iii) any act or omission that caused or contributed to the issuance of any certificate, statement data, or report containing the information or advice. Nothing in these Terms and Conditions creates rights in favour of any person who is not a party to the Contract with an LR Group entity.
 14. No omission or failure to carry out or observe any stipulation, condition or obligation to be performed under the Contract will give rise to any claim against LR or any other LR Group entity, or be deemed to be a breach of Contract, if the failure or omission arises from causes beyond that entity's reasonable control.
 15. This Contract and any dispute or claim between any member of the LR Group and the Client arising from or in connection with it, or the Services provided hereunder, will be governed by English law. Except as provided below, LR and the Client irrevocably agree that the English courts will have exclusive jurisdiction over any dispute or claim arising from or in connection with this Contract or the Services provided hereunder. Nothing in this clause limits the right of LR to take debt collection proceedings against the Client in any other court of competent jurisdiction.
 16. No addition, alteration or substitution of these Terms and Conditions will bind LR, or form part of this Contract unless it is expressly accepted in writing by an authorised LR representative who expressly states in writing that LR is agreeing to alter these Terms and Conditions. In the event of any conflict between these Terms and Conditions and any document purporting to impose different terms, these Terms and Conditions will prevail.
 17. The Client has a duty to provide a safe place of work for LR's representatives, at the Client's premises, sites or property which can include ships, shipyards, offshore platforms, factories, foundries, refineries and offices.
 18. Any LR type approved Product must be operated only in a manner consistent with the design criteria submitted to LR by the Client and any limits agreed at the time of type approval certification provided under this Contract. If any type approved Product operates outside these limits, such facts must be reported to LR without delay.
 19. LR is to be notified, in writing, of any modification or change to the Product which has been issued with an LR Group type approval certificate in order to maintain a valid LR Group type approval certificate.
 20. It is the responsibility of the Client to ensure that all surveys necessary for the maintenance of the type approval certification are carried out at the proper time and in accordance with LR's instructions.
 21. The parties agree that this Contract constitutes the entire agreement between them, and supersedes all previous drafts, agreements, arrangements and understandings between them, whether oral or written.
 22. Type Approval Certificates are not valid for equipment, the design, ratings, construction or operating parameters of which have been varied from the Product specimen tested or the Product certified. LR is to be notified of any modification or change to the Product which is issued with a type approval certificate in order to maintain a valid LR type approval certificate.
 23. Type Approval certifies that a representative sample of the Product(s) referred to has/have been found to meet the applicable design criteria for the use specified herein. It does not mean or imply approval for any other use, nor approval of any Product(s) designed or manufactured otherwise than in strict conformity with the said representative sample.
 24. Type Approval is based on the understanding that the Client's recommendations and instructions and any relevant requirements of the Rules and Regulations are complied with.
 25. LR reserves the right to cancel or withdraw a Type Approval Certificate if the Client breaches any obligation owed by the Client under this Contract including those obligations found in the LR Type Approval System Procedure TA14 (which can be found at [LR Type Approval System Procedure TA14](#)) or in the event of non-payment of any LR Group fee.
 26. The Client confirms that no application for EU Marine Equipment Directive Type Examination Certification has been made to another Notified Body and that no Notified Body has previously refused EU Marine Equipment Directive Type Examination Certification for the Product.
 27. The Client agrees to supply LR with all information, accommodation and facilities necessary for the proper accomplishment of the work in accordance with this Agreement.
 28. LR reserves the right to make unannounced visits to the premises operated or controlled by the Client or any of the Client's agents or Subcontractors.
 29. The Client will provide LR with access to any part of the Client's premises and with unrestricted opportunity to verify conformance of products connected with the Services provided pursuant to this agreement and shall provide LR with any support tools available to the Client and the Client's personnel will operate such support tools as required by LR.
 30. The Client must inform LR, without delay, of:
 - a) any plan for substantial changes to the product range and/or the approved management system;
 - b) any changes likely to affect the approved management system's continued conformity with the applicable requirements and approval issues pursuant to this Agreement;

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- c) any change to the Client's organizational status, registered name, contact address, production site(s) and managerial and technical decision-making process falling within the scope of the LR approval and LR certification provided.
31. The Client undertakes where applicable to comply with the LR Group's requirements governing use of any LR Group Scheme Mark or any Material Accreditation Marks in association with the LR Group's Scheme Mark or any Lloyd's Register Verification B.V. approval mark. The Client undertakes to use the LR Group's notified body number only in respect of the products within the scope of approval. The Client will only make claims regarding LR certification consistent with the scope of the LR certification. The Client will not use LR's certification in such a manner as to bring LR into disrepute and will not make any statement regarding its product certification that LR may consider misleading or unauthorized.
32. Upon suspension, withdrawal, or termination of LR certification, the Client will discontinue its use of all advertising matter that contains any reference to the LR certification.
33. If the Client provides copies of LR certification documents to others, the documents shall be reproduced in their entirety.
34. It is understood and agreed that upon completion of conformity assessment procedures, LR shall forward the result of these procedures to Lloyd's Register Verification B.V. (LRV) the Notified Body, to determine whether to issue certification under the applicable EC Directive.
35. The Client undertakes to comply with all requirements and obligations as defined within the EC Directives, if applicable to this Contract.
36. The parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption and personal data protection.

契約頂く会社の社印、ご署名、ご署名者の名前、参照番号	
Client's Stamp	Client's Signature
	Name in CAPITALS 署名者の名前 (アルファベット表記)
	Date
	Client's reference Quoting Reference

Schedule

1. The client shall at all times fulfil the certification requirements, including implementing appropriate changes as and when they are communicated by the LR to the Client;
2. where the certification applies to ongoing production, the certified product must continue to fulfil the product requirements;
3. the client makes all necessary arrangements for:
 - a) the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors;
 - b) investigation of complaints;
 - c) the participation of observers, if applicable;
4. in making reference to its product certification in communication media such as documents, brochures or advertising, the client complies with the requirements of the certification body or as specified by the certification scheme;
5. the client keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested, and
 - a) takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
 - b) documents the actions taken;
6. the client shall inform the certification body, without delay, of changes that may affect its ability to conform with the certification requirements.