

REQUEST FOR MARINE SERVICES

赤枠内に、英文でのご記入をお願い致します。

ByD Quote Reference No.		Issue Date	
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Client details			
LR Account Number	(ご記入は不要です)	Telephone No.	078-261-0000 ご契約頂く会社・事業所の電話番号
Client Company Name	ABC Company Limited., Kobe Works ご契約頂く会社名・事業所名	Client VAT / Tax number	(ご記入は不要です)
Client Registered Address	9th Floor, Urban Ace Sannomiya Building, 4-1-22, Onoe-dori, Chuo-ku, Kobe 651-0088 ご契約頂く会社・事業所の住所および郵便番号		
If required, provide invoicing address	Queen's Tower A, 2-3-1, Minatomirai, Nishi-ku, Yokohama 220-6000 ご請求先が異なる場合や気付が本契約書署名者と異なる場合、ご請求先会社名ならびに住所をご記入ください。		

Purchase Order (PO) Number		Other reference number or invoice instructions	Invoice to be sent to S. Abe 特定のご担当者宛に請求書を送付する必要がある場合は、その旨をご記入下さい。
Email for invoice dispatch	qa-dept@ABC.co.jp 請求書送付先メールアドレスを明記してください。		

Request: Date of Inspection: 25 July 2019 Survey Item: Turbine Shaft Quantity: 4 pcs @ 350kg Intended for: XYZ Heavy Industries Co., Ltd. - Ship No.5250 (Purchaser: PQR Machinery - Stock) Type of Inspection: Mechanical Test & Final Inspection ----- See attached survey application No.19-0123LR 同様の申請内容が記載された別紙を添付する場合、その書類への参照のみで可	検査実施日、検査対象品、数量・重量、造船所・船番（向け先）、検査内容等を記してください。 造船所・船番の特定が不可の場合は、Purchaser名を記し"Stock"としてください。
Fees As per LR's invoice(s).	別途お見積りを取得されている場合は、その見積りの参照番号 (Ref. No) および日付を記入
Marine Services at (location / site) ABC Company Limited., Niigata Works - TEL: 0243-21-0111, FAX: 0243-21-0112, Contact Person: Y. Oda, Q.A. Section, Email: y_oda@ABC.co.jp 検査実施の場所（会社名・事業所名）、電話番号/FAX番号、ご担当者名、Email Address 等を記入	

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

TERMS AND CONDITIONS

- In these terms and conditions: (i) "Services" means any and all services provided by any entity that is part of the LR Group, as hereinafter defined, including any classification of the Client's vessel, equipment or machinery; (ii) the "Contract" means this agreement for supply of the Services; (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.
- 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.

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3. 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.
4. LR reserves the right to charge for any work that is additional to that originally quoted.
5. 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 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. 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.
9. LR's Services do not assess compliance with any standard other than the applicable classification rules, international conventions, or any other standards that are expressly agreed in writing by LR and the Client. Without limiting the generality of the foregoing, the issuance of a class certificate does not relieve the owner or operator of the vessel of its non-delegable duty to maintain the vessel in a seaworthy condition.
10. If the Client requires classification Services relating to vessels, machinery, or equipment in a jurisdiction in which LR itself does not do business the Client hereby acknowledges and agrees that these Services will be performed by a subsidiary or affiliate of LR that is part of the LR Group and that is authorised to conduct classification surveys and issue certificates on the vessel, machinery, or equipment.
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 surveyors. This duty relates to places of work which are under the control of the Client which can include ships, shipyards and offices.
18. Any classed vessel, machinery or equipment must be operated only in a manner consistent with the proposed design criteria and any limits agreed at the time of classification. If any vessel or equipment operates outside these limits, such facts must be reported to LR without delay.

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19. Any damage, defect, breakdown, or grounding that could invalidate the conditions for which a class has been assigned, must be reported to LR without delay.
20. All repairs to hull, equipment and machinery that may be required for a ship to retain class are to be carried out to the satisfaction of LR. When repairs are effected at a port, terminal, or location where the services of an LR surveyor are not available, the repairs are to be surveyed by one of the LR Group's surveyors at the earliest opportunity thereafter.
21. Plans and particulars of any proposed alterations to the approved scantlings and arrangements of hull, equipment, or machinery are to be submitted to LR for approval, and the alterations are to be carried out to the satisfaction of the LR Group's surveyors.
22. It is the responsibility of the Client to ensure that all surveys necessary for the maintenance of class are carried out at the proper time and in accordance with LR's instructions.
23. LR may give timely notice to the Client about forthcoming surveys. The omission of notice, however, does not absolve the Client from responsibility to comply with requirements for maintenance of class.
24. When the Regulations with regard to surveys on the hull, equipment, or machinery have not been complied with and the ship is thereby not entitled to retain class, the class may be suspended or withdrawn.
25. When reported defects in the hull, equipment, or machinery are found and the Client fails to repair these defects in accordance with LR's requirements, the class may be suspended or withdrawn.
26. LR in its discretion may withhold or, if already granted, may suspend or withdraw any class (or withhold any certificate or report in any other case) if a Client fails to comply with the conditions set forth in Paragraphs 17 through 24 or in the event of non-payment of any fee including fees of the LR Group incurred by the previous owner(s) of the vessel, if applicable
27. 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.
28. The parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption and personal data protection.
29. Client confirms that invoices can be issued to the address set out herein above (in the Address section above) and agrees that, if the invoicing details are required to be amended, LR shall be notified within 7 days of any change. If there is any change of invoicing details the LR point of contact Japan Billing Team (Email: 645Billing@lr.org) will be notified in writing. Invoices issued for services provided prior to notification of any change to invoicing details, will remain payable in accordance with clause 2 herein.

<p>Client's Stamp</p> <p style="text-align: center;">ご契約頂く会社の社印捺印欄</p>	<p>Client's Signature</p> <p style="text-align: center;">ご署名欄</p> <p>Name in CAPITALS:</p> <p style="text-align: center;">署名者のフルネームをアルファベット表記で記入</p> <p>Date:</p> <p style="text-align: center;">ご署名日</p> <p>Client's Reference: 参照番号 (任意でご使用下さい)</p>
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