

ATTESTATION

No. SGP0/ZCH/20240306022930



Issued within the scope of the Bureau Veritas Marine & Offshore General Conditions
Délivrée dans le cadre des Conditions Générales de Bureau Veritas Marine & Offshore

Certification of a Firm engaged in Thickness Measurements of Hull Structures

This is to certify that:

Company: **SHIPSCAN MARINE (S) PTE LTD**

Company address: 48 TOH GUAN ROAD EAST, #05-154 ENTERPRISE HUB, SINGAPORE 608586

is certified by the Society to carry out and report on thickness measurements of structural material of ships or mobile offshore units classed with the Society, within the scope of the Rules, part A, Chapter 2.

This certification remains valid until : 18 February 2027

and may be renewed for a further period of 3 years, subject to satisfactory renewal audit. This certification is given subject to maintenance of original standards and ability of this firm, together with keeping informed the Society of any change in the information originally supplied.

At: SINGAPORE, On: 06 March 2024



**BUREAU VERITAS
MARINE & OFFSHORE**

Terence Ng

By Order of the Secretary

The latest published Rules of the Bureau Veritas Marine & Offshore and the General Conditions therein are applicable.

La dernière édition des Règlements de Bureau Veritas Marine & Offshore ainsi que les conditions Générales qui y figurent sont applicables

Any person not a party to the contract pursuant to which this certificate is delivered may not assert a claim against Bureau Veritas for any liability arising out of errors or omissions which may be contained in said certificate, or for errors of judgement, fault or negligence committed by personnel of the Society or of its Agents in the establishment or issuance of this certificate, and in connection with any activities for which it may provide

Toute personne qui n'est pas partie au contrat aux termes duquel ce document est délivré ne pourra engager la responsabilité du Bureau Veritas pour les inexactitudes ou omissions qui pourraient y être relevées ainsi que pour les erreurs de jugement, fautes ou négligences commises par le personnel de la Société ou par ses agents dans l'établissement de ce document et dans l'exécution des interventions qu'il comporte.



- 2.13 "Services" means the services set out in clauses 2.2 and 2.3 but also other services related to Classification and Certification such as, but not limited to: ship and company safety management certification, ship and port security certification, maritime labour certification, Marine Equipment certification, training activities, all activities and duties incidental thereto such as documentation on any supporting means, software, instrumentation, measurements, tests and trials on board. The Services are carried out by the Society according to the Rules and/or the Applicable Referential and to the Bureau Veritas' Code of Ethics. The Society shall perform the Services according to the applicable national and international standards and Industry Practice and always on the assumption that the Client is aware of such standards and Industry Practice.
- 2.14 "Society" means the classification society 'Bureau Veritas Marine & Offshore SAS', a company organized and existing under the laws of France, registered in Nanterre under number 821 131 844, or any other legal entity of Bureau Veritas Group as may be specified in the relevant contract, and whose main activities are Classification and Certification of ships or offshore units.
- 2.15 "Taxes" means any and all taxes imposed by any taxing authority including, without limitation, income tax on nationals and on foreigners, all corporate taxes, imports, duties, levies, stamp duties, charges and other assessments and payments in the nature of taxes, wherever payable, including withholding taxes and VAT.
- 2.16 "Unit" means any ship or vessel or offshore unit or structure of any type or part of it or system whether linked to shore, river bed or sea bed or not, whether operated or located at sea or in inland waters or partly on land, including submarines, hovercrafts, drilling rigs, offshore installations of any type and of any purpose, their related and ancillary equipment, subsea or not, such as well head and pipelines, mooring legs and mooring points or otherwise as decided by the Society.

3. SCOPE AND PERFORMANCE

- 3.1 Subject to the Services requested and always by reference to the Rules, and/or to the Applicable Referential, the Society shall:
- review the construction arrangements of the Unit as shown on the documents provided by the Client;
 - conduct the Unit surveys at the place of the Unit construction;
 - class the Unit and enter the Unit's class in the Society's Register;
 - survey the Unit periodically in service to note whether the requirements for the maintenance of class are met. The Client shall inform the Society without delay of any circumstances which may cause any changes on the conducted surveys or Services;
 - perform design assessments, surveys and audits related to Marine Equipment;
 - witness tests at manufacturer's premises.
- 3.2 The Society will not:
- declare the acceptance or commissioning of a Unit, nor its construction in conformity with its design, such activities remaining under the exclusive responsibility of the Unit's owner or builder;
 - engage in any work relating to the design, construction, production or repair checks, neither in the operation of the Unit or the Unit's trade, neither in any advisory services, and cannot be held liable on those accounts;
 - be liable for any delay or costs, charges or losses sustained or incurred by the Client in the event where the Society's performance of the Services is prevented or delayed directly or indirectly by any act, omission, missing information, default or negligence of the Client.

4. RESERVATION CLAUSE

- 4.1 The Client shall always: (i) maintain the Unit in good condition after surveys; (ii) present the Unit for surveys; and (iii) inform the Society in due time of any circumstances that may affect the given appraisalment of the Unit or its Marine Equipment or cause to modify the scope of the Services.
- 4.2 Certificates are only valid if issued by the Society.
- 4.3 The Society has entire control over the Certificates issued and may at any time withdraw a Certificate at its entire discretion including, but not limited to, in the following situations: where the Client fails to comply in due time with instructions of the Society or where the Client fails to pay in accordance with clause 6.2 hereunder.
- 4.4 The Society may at times and at its sole discretion give an opinion on a design or any technical element that would 'in principle' be acceptable to the Society. This opinion shall not presume on the final issuance of any Certificate nor on its content in the event of the actual issuance of a Certificate. This opinion shall only be an appraisalment made by the Society which shall not be held liable for it.
- 4.5 The Client shall provide sufficient, timely, accurate, complete and up-to-date information and documents to the Society to enable the Society to perform the Services.

5. ACCESS AND SAFETY

- 5.1 The Client shall give to the Society all access and information necessary for the efficient performance of the requested Services. The Client shall be the sole responsible for the conditions of presentation of the Unit for tests, trials and surveys and the conditions under which tests and trials are carried out. Any information, drawing, etc. required for the performance of the Services must be made available in due time.
- 5.2 The Client shall notify the Society of any relevant safety issue and shall take all necessary safety-related measures to ensure a safe work environment (including safe transportation to site and accompaniment on site) for the Society or any of its officers, employees, servants, agents or subcontractors and shall comply with all applicable safety regulations.



10. FORCE MAJEURE

- 10.1 Neither Party shall be responsible or liable for any failure to fulfil any term or provision of the Conditions if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence without the fault or negligence of the Party affected and which, by the exercise of reasonable diligence, the said Party is unable to provide against.
- 10.2 For the purpose of this clause, force majeure shall mean any circumstance not being within a Party's reasonable control including, but not limited to: acts of God, natural disasters, epidemics or pandemics, wars, terrorist attacks, riots, sabotages, impositions of sanctions, embargoes, nuclear, chemical or biological contaminations, laws or action taken by a government or public authority, quotas or prohibition, expropriations, destructions of the worksite, explosions, fires, accidents, any labour or trade disputes, strikes or lockouts.

11. CONFIDENTIALITY

- 11.1 The documents and data provided to or prepared by the Society in performing the Services, and the information made available to the Society, will be treated as confidential except where the information:
- is properly and lawfully in the possession of the Society;
 - is already in possession of the public or has entered the public domain, other than through a breach of this obligation;
 - is acquired or received independently from a third party that has the right to disseminate such information;
 - is required to be disclosed under applicable law or by a governmental order, decree, regulation or rule or by a stock exchange authority (provided that the receiving Party shall make all reasonable efforts to give prompt written notice to the disclosing Party prior to such disclosure).
- 11.2 The Parties shall use the confidential information exclusively within the framework of their activity underlying these Conditions.
- 11.3 Confidential information shall only be provided to third parties with the prior written consent of the other Party. However, such prior consent shall not be required when the Society provides the confidential information to a subsidiary.
- 11.4 Without prejudice to sub-clause 11.1, the Society shall have the right to disclose the confidential information if required to do so under regulations of the International Association of Classifications Societies (IACS) or any statutory obligations.
- 11.5 The Client shall not without written approval from the Society make public announcement or press release, press conference, presentation or any public disclosure mentioning the Society, its trademark, trade name or logo, its employees. The Client acknowledges and agrees that damages alone might not be an adequate remedy for any breach of this clause and the Society shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach and no proof of special damage shall be necessary for the enforcement of the present clause and the undertakings under it.

12. INTELLECTUAL PROPERTY

- 12.1 Each Party exclusively owns all rights to its Intellectual Property created before or after the commencement date of the Conditions and whether or not associated with any contract between the Parties.
- 12.2 The Intellectual Property developed by the Society for the performance of the Services including, but not limited to drawings, calculations, and reports shall remain the exclusive property of the Society.

13. ASSIGNMENT

- 13.1 The contract resulting from these Conditions cannot be assigned or transferred by any means by a Party to any third party without the prior written consent of the other Party.
- 13.2 The Society shall however have the right to assign or transfer by any means the said contract to a subsidiary of the Bureau Veritas Group.

14. SEVERABILITY

- 14.1 Invalidation of one or more provisions does not affect the remaining provisions.
- 14.2 Definitions herein take precedence over other definitions which may appear in other documents issued by the Society.
- 14.3 In case of doubt as to the interpretation of the Conditions, the English text shall prevail.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 These Conditions shall be construed in accordance with and governed by the laws of England and Wales.
- 15.2 Any dispute shall be finally settled under the Rules of Arbitration of the Maritime Arbitration Chamber of Paris ("CAMP"), which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three (3). The place of arbitration shall be Paris (France). The Parties agree to keep the arbitration proceedings confidential.
- 15.3 Notwithstanding clause 15.2, disputes relating to the payment of the Society's invoices may be submitted by the Society to the *Tribunal de Commerce de Nanterre*, France, or to any other competent local Court, at the Society's entire discretion.

16. ETHICS

- 16.1 Each Party shall conduct all activities in compliance with all laws, statutes, rules, export control, economic and trade sanctions (including but not limited to US, UK and EU sanctions) and regulations applicable to such Party including but not limited to: child labour, forced labour, collective bargaining, discrimination, abuse, working hours and minimum wages, anti-bribery, anti-corruption, antitrust, copyright and trademark protection, personal data protection (<https://personaldataprotection.bureauveritas.com/privacy-policy>). Each of the Parties warrants that neither it, nor its affiliates, has made or will make, with respect to the matters provided for hereunder, any offer, payment, gift or authorization of the payment of any money directly or indirectly, to or for the use or benefit of any official or employee of the government, political party, official, or candidate.
- 16.2 In addition, the Client shall act consistently with the Bureau Veritas' Code of Ethics and, when applicable, Business Partner Code of Conduct both available at <https://group.bureauveritas.com/group/corporate-social-responsibility/operational-excellence>.