

Amended-Original Requirements Comparison Table (Conditions of Service for Classification of Ships and Registration of Installations)

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<u>TERMS AND CONDITIONS OF SERVICE</u>	<u>CONDITIONS OF SERVICE FOR CLASSIFICATION OF SHIPS AND REGISTRATION OF INSTALLATIONS</u>
<u>Chapter 1</u> <u>GENERAL PROVISIONS</u> <u>1.1</u> <u>Purpose</u> <u>This “Terms and Conditions of Service” sets out the terms and conditions under which Nippon Kaiji Kyokai (hereinafter referred to as “the Society”) provides the services specified in Chapter 2 and any services to which this Terms and Conditions of Service is expressly made applicable under a contract or other arrangement between the Society and the Client. This Terms and Conditions of Service also sets out the obligations that the Client must observe in connection with the provision of such services and the subsequent maintenance of any registration, certification, or approval. Where the Client requests the provision of any service specified in Chapter 2 by submitting an application form prescribed by the Society, making an electronic application (including an application made through the Society’s systems), or using any other method specified by the Society, the Client shall be deemed to have accepted this Terms and Conditions of Service.</u>	
<u>1.2</u> <u>Definitions</u> (1) <u>“Rules” means the body of technical standards, procedures, requirements, and other matters systematically established and applied by the Society in connection with the performance of the services specified in Chapter 2.</u> (2) <u>“Client” means any person or entity that requests the Society to provide any service specified in Chapter 2 in accordance with the Rules applicable to that service by submitting an application form prescribed by the Society, making an electronic application (including an application made through the Society’s systems), or using any other method specified by the Society or that enters into a contract or other arrangement with the Society under which this Terms and Conditions of Service is expressly made applicable.</u> (3) <u>“Related Party” means any person or entity other than the Client that participates in the Society’s services at the direction or request of the Client.</u>	

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<u>1.3</u> Interpretation The validity, applicability, and interpretation of <u>this Terms and Conditions of Service</u>, the Rules, and any <u>documents</u>, information, or advice issued or provided by the Society shall be determined <u>at</u> the sole and absolute discretion <u>of the Society</u>.	<u>2.5</u> Interpretation The validity, applicability and interpretation of <u>these conditions</u>, of the Rules <u>and Regulations</u> of the Society, and <u>of any document</u>, information or advice issued or provided by the Society shall be determined <u>by the Society in its</u> sole and absolute discretion.
<u>Chapter 2</u> SERVICES OF THE SOCIETY <u>2.1</u> The Society <u>1</u> The Society is a <u>classification society</u> established <u>to promote the advancement</u> and development of various <u>activities</u> relating to ships and <u>thereby to contribute, inter alia</u>, to the safety of life and property and the <u>protection of the environment</u>. <u>2</u> In order to achieve the objective specified in <u>1</u> above, the Society performs the services specified in this chapter.	<u>Chapter 1</u> SERVICE OF THE SOCIETY <u>1.1</u> NIPPON KAIJI KYOKAI <u>NIPPON KAIJI KYOKAI</u> is a <u>Classification Society</u> (hereafter referred to as “the Society”), established <u>for the purpose of promoting the improvement</u> and development of various <u>matters</u> relating to ships, <u>floating equipment</u> and <u>fixed or floating structures</u> (hereinafter collectively referred to as “ships”) so as to <u>ensure</u> the safety of life and property <u>at sea</u>, whose main activity is the provision of services relating to classification of ships and the registration of installations.
<u>2.2</u> Classification of Ships <u>1</u> “Classification of a ship” means, <u>for the purpose of enabling a ship to engage</u> in its intended service, <u>that the Society conducts surveys for classification in accordance</u> with the Rules and, <u>where the Society determines that the ship complies with the Rules, the Society assigns a class to the ship and enters it in the Society’s Classification Register</u>. <u>2</u> The compliance with the Rules is <u>indicated</u> by a classification character published in the <i>Register of Ships</i> of the Society. <u>3</u> Ships classed with the Society shall be subject to class maintenance surveys in accordance with the Rules and other applicable requirements. <u>Where, as a result of such surveys, the Society determines that a ship complies with the Rules, the Society will maintain the classification of the ship</u>.	<u>1.2</u> Classification of Ships <u>1</u> Classification of ships is to be regarded as the development and worldwide implementation of published Rules and Regulations of the Society which will provide for: (1) <u>The structural strength and watertight integrity of all essential parts of the hull and its appendages</u> (2) <u>The safety and reliability of the propulsion and steering systems, and those other features and auxiliary systems which have been built into the ship in order to establish and maintain basic conditions on board, thereby enabling the ship to operate</u> in its intended service. <u>2</u> The achievement of these goals is conditional upon continued compliance with the Rules and Regulations and proper care and conduct on the part of the ship owner. The compliance with the Rules <u>and Regulations</u> is <u>evidenced</u> by a classification character published in the Register of Ships of the Society.
<u>2.3</u> Registration of Installations In conjunction with the classification of ships, the Society maintains a registration of installations with the same <u>concepts</u>, procedures, and conditions as those for <u>the classification of ships</u>. The registration of installations applies to installations which are on board ships classed	<u>1.3</u> Registration of Installations <u>Apart from</u> classification of ships, the Society maintains a registration of installations with the same <u>concept</u>, procedures and conditions as those for classification of ships. The registration of installations applies to installations which are on board ships classed with the Society and are

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with the Society and are deemed by the Society to be appropriate for registration.	deemed by the Society to be appropriate for registration.
<u>2.4 Other Services</u> <u>1</u> In addition to the services specified in <u>2.2</u> and <u>2.3</u>, the Society may provide the following services upon request: (1) <u>Services relating to certification of compliance with statutory requirements under international conventions or the laws and regulations of the relevant Flag State;</u> (2) <u>Services relating to approval or certification, including type approval, under the applicable Rules; and</u> (3) <u>Other services provided upon request.</u> <u>2</u> The services specified in <u>(1)</u> above shall be performed under the authority delegated or instructions given by the Flag Administration.	
Chapter 3 <u>GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES</u> <u>3.1 GENERAL</u> <u>3.1.1</u> The <u>terms and conditions specified below</u> shall apply to the services <u>covered by this Terms and Conditions of Service and to any information or advice provided by the Society in connection with such services</u> and shall be deemed to be <u>part of</u> all contracts or other arrangements entered into by the Society <u>in connection with those services.</u> <u>3.1.2</u> The Society shall exercise due care and skill and act in a professional and workmanlike manner in performing the services. <u>3.1.3</u> <u>Services, information, or advice shall be provided subject to the following conditions, in addition to the applicable Rules or individually applicable statutory requirements under international conventions or the laws and regulations of the Flag State:</u> (1) <u>A shipyard or manufacturer shall bear full responsibility for any ship under construction or any product, system, or installation being manufactured; shall</u>	Chapter 2 <u>CONDITIONS OF SERVICE</u> <u>2.1 General</u> <u>2.1.1</u> The conditions <u>of services specified hereunder</u> shall apply to the <u>provision by the Society of services, information or advice of whatever nature relating to the classification of ships and to the registration of installations</u> and shall be deemed to be, <u>and treated as being, incorporated into all and any contracts and/or other arrangements entered into by the Society with any party.</u> <u>2.1.2</u> The Society shall exercise due care and skill and act in a professional and workmanlike manner in performing the services. <u>2.1.3</u> <u>In addition to the provisions contained in the Rules and Regulations of the Society, such services, information or advice are provided on the strict basis that:</u> (1) <u>The ship and/or the installations shall be properly maintained and operated under the sole responsibility of the ship owner at all times between the surveys generally and conforming with the Rules and Regulations of the Society.</u>

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<u>construct or manufacture it under appropriate quality control and in compliance with the technical standards prescribed in the applicable Rules or statutory requirements; and shall arrange for the surveys required by the Society to be carried out. Where integration work or the manufacture of any component is subcontracted, the shipyard or manufacturer shall ensure proper coordination among all contractors and suppliers of the relevant components.</u> (2) <u>The shipowner (including, in the case of co-ownership where a ship manager has been appointed, such ship manager, and in the case of chartering, the charterer; the same shall apply to references to the shipowner hereinafter) shall, at all times and under its sole responsibility, properly maintain the ship or installation and properly operate the ship or installation in accordance with generally accepted practices and in compliance with the applicable Rules or statutory requirements.</u> (3) <u>If any doubt arises concerning the quality or other condition of a ship, product, system, or installation, or if any accident or other event occurs that may affect any classification, registration of an installation, certification, or approval, the shipyard or manufacturer during construction or manufacture, or the shipowner after the ship enters service, as applicable, shall promptly notify the Society in writing, take the necessary measures, and arrange for any survey required by the Society to be carried out and provide any documents, information, or items that may be required by the Society.</u> (4) <u>In the performance of services under its contract with the Society, the Client shall ensure that each Related Party participates in the Society's services at the direction of or request of the Client. The Client shall bear full responsibility for all acts and omissions of each Related Party.</u> (5) <u>The Client shall provide the Society in a timely manner and forthwith on request by the Society with the documents, information, or items necessary for the performance of the Society's services. The Client shall be responsible for ensuring that any documents, information, or items provided or otherwise made available to the Society</u>	(2) <u>It is the responsibility of the ship owner to report to the Society any incident or event which may affect the classification of a ship and/or the registration of an installation.</u>

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<u>by the Client or any Related Party have been lawfully obtained and provided and are accurate, complete, current, and appropriate to the extent necessary for the performance of the services. The Society shall perform its services on the basis of such documents, information, or items. Unless it has been expressly agreed in writing as part of the relevant services that the Society will identify any inconsistency, error, conflict, or omission, the Society shall have no obligation to do so.</u>	
3.14 <u>The nature of the services provided by the Society and of any documents, information, or advice issued or provided by the Society in connection therewith shall be as follows:</u> <u>(1) Any document or other material issued by the Society following a survey only reflects the condition of the ship, product, system, installation, or other item concerned at the time when the survey is conducted.</u> <u>(2) Any document, information, or advice issued or provided by the Society indicates compliance with the applicable Rules, including any third-party standards referenced therein, or individually applicable statutory requirements. It shall not, beyond what is stipulated in such Rules or statutory requirements, constitute any certification, representation, or warranty of the seaworthiness, structural strength, watertight integrity, quality, or fitness of the relevant ship, product, system, installation, or other item for any particular purpose or service.</u> <u>(3) The provision of services by the Society and any document, information, or advice issued or provided by the Society shall not relieve or reduce any obligation or liability of the Client or any Related Party under any law, in contract, tort, or otherwise, or transfer any such obligation or liability to the Society.</u> <u>(4) Any document, information, or advice issued or provided by the Society is intended solely for use by the Society, the Client, and any person authorized by the Society, within the scope of the purpose for which it was issued or provided, and is not intended for use or reliance by any other third party. The provision of services by the Society and any document, information, or advice issued or provided by the Society</u>	<u>(3) Any classification and/or registration documents issued pursuant to surveys carried out by the Society's surveyors reflect the condition of the ship and/or the installations as at the time of the survey.</u> <u>(4) The classification of a ship and/or the registration of an installation and/or any document, information or advice issued or provided by the Society relating thereto shall not constitute a representation, statement or warranty of seaworthiness, structural integrity or quality or fitness for a particular purpose or service beyond any representation set forth in the Rules of the Society and shall be for the sole use of the Society and its clients or other duly authorised entities and no other party.</u> 2.14 <u>Nothing contained herein, or in any document, information or advice issued or provided in connection with or pursuant to the performance by the Society of its services, shall be deemed to relieve any designer, naval architect or engineer, builder, manufacturer, shipyard, seller, supplier, contractor or sub-contractor, repairer, or ship owner, operator or other entity from any warranty or any other contractual obligations expressed or implied or from any fault whatsoever, nor to create any right, claim or benefit in any third party.</u> 2.13 <u>(5) As part of its general classification procedures, except for requirements provided as the Rules and Regulations of the Society, the Society does not assess whether or not a ship complies with any applicable national or international regulations. However, it may receive instructions from the relevant flag administration to review and approve a ship's design for the purposes of such assessment and in those circumstances may</u>

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<u>shall not, in and of itself, confer on any third party any right of recourse, compensation, or other claim.</u> (5) As part of its general classification procedures, except for requirements <u>incorporated into</u> the Rules of the Society, the Society does not assess whether a ship complies with any applicable international or <u>national</u> regulations. However, <u>the Society</u> may receive instructions from the relevant <u>Flag Administration</u> to review and approve a ship's design for the purposes of such assessment and, in those circumstances, may enter into an agreement with the <u>Flag Administration</u> to carry out that review and approval.	enter into an agreement with the <u>flag administration</u> to carry out that review and approval.
<u>3.15</u> <u>The Society may, in its absolute discretion, subcontract all or part of the services requested by the Client to any person or entity designated by the Society (hereinafter referred to as a "Subcontractor"). The Society shall assume the same responsibility for the acts and omissions of the Subcontractor as it would assume if such acts and omissions were performed by the Society itself.</u>	
<u>3.16</u> <u>Unless otherwise provided, all fees and expenses incurred for the services of the Society are due and payable within 30 days after the date of the relevant invoice. In the event of late payment, default interest shall accrue at the rate of 5% per annum. Those fees and expenses are due and payable irrespective of whether any classification or registration has been assigned, maintained, or withdrawn. Even if the Client withdraws its request for services for whatever reason or the services are no longer required, the Society shall be entitled to charge for all or part of such fees and expenses.</u>	<u>2.15</u> <u>All fees and expenses incurred for the services of the Society are due and payable within 30 days of the date of the invoice. Interest shall be charged at the rate of 5% per year on any amount(s) outstanding. Those fees and expenses are due and payable whether or not a classification or a registration has been assigned, maintained or withdrawn.</u>
<u>3.2</u> Independence <u>1</u> The Society and its officers, directors, employees, agents, and Subcontractors perform their <u>services independently and without influence from the Client, any Related Party, or any other third party whatsoever.</u> <u>2</u> The Society <u>shall</u> in its sole and absolute discretion determine the practices and procedures	<u>2.3</u> Independence The Society <u>acts independently in the performance of its services</u> and <u>neither the Society nor any of its officers, directors, employees, agents or sub-contractors shall be considered as an employee, or agent of any other party, including but not limited to a shipyard, ship owner, operator, charterer or insurer.</u>

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to be adopted for <u>all</u> tests, inspections, and surveys <u>required for the performance of its services hereunder</u>.	<u>2.2 Practices and Procedures</u> The Society <u>will</u> in its sole and absolute discretion determine the practices and procedures to be adopted for <u>the</u> tests, inspections and surveys to be carried out by its surveyors.
<u>3.3 Suspension of Services and Withdrawal of Related Registrations, Certificates, and Approvals</u> <u>Where the Society has reasonable grounds to determine that the provision of any services is inappropriate, it may refuse to commence or continue the relevant services; refuse to maintain or renew any related registration, certification, or other approval; or suspend or withdraw any such registration, certification, or approval. Reasonable grounds include, but are not limited to, the following circumstances:</u> <u>(1) Where, as a result of the classification of a ship or the registration of an installation, a supervisory authority or other governmental or public body imposes, pursuant to applicable laws and regulations, any sanction, prohibition, restriction, or other measure that materially affects the Society's business or where the Society determines that such a measure is likely to be imposed;</u> <u>(2) Where there are grounds to doubt that a ship or installation complies with the Rules or that proper maintenance or operation by the shipowner is being carried out, and the Society determines, as a result of a survey, that the ship or installation does not comply with the Rules;</u> <u>(3) Where the Society determines that an improper attempt has been made to evade a survey, including the withdrawal of a survey application after a defect or other matter requiring rectification has been identified during a survey;</u> <u>(4) Where, due to a dispute concerning ownership of the ship or other pending proceedings or any other reason, the shipowner cannot be identified, where the shipowner's whereabouts are unknown and it cannot be confirmed that the shipowner has received a notice from the Society, or where the Society otherwise determines that a circumstance impedes its registration work;</u> <u>(5) Where the Society determines that accurate information considered necessary for the</u>	<u>1.4 Notes for Classification of Ships and Registration of Installations</u> <u>1 A ship built and/or installations manufactured and fixed on board the classed ship in accordance with the Rules and Regulations of the Society will be assigned a class and/or character in the Classification Register and/or in the Installations Register of the Society respectively. For ships in service and/or for installations of ships, the Society maintains the provisions of class and/or of installations by way of periodical visits by its Surveyors to the ship as defined in its Rules in order to ascertain that the ship and/or the installations currently comply (complies) with those Rules. Should significant defects become apparent or damages be sustained between the relevant visits by the Surveyors, the ship owners are required to inform the Society without delay. Similarly, any modification which would affect Class and/or Registration must receive prior approval by the Society.</u> <u>2 A ship and/or installations is (are) said to be in Class and/or in the Register when the Rules and Regulations which pertain to it have, in the opinion of the Society, been complied with.</u> <u>3 Notwithstanding the provisions of paragraph -1 and -2, the Society may refuse or revoke the classification of ships and the registration of installations in cases where in the reasonable judgement of the Society a particular circumstance will expose the Society or ships classed with the Society to loss of social credibility or other adverse effects, or that the classification of such ships or the registration of such installations is considered not appropriate for other reasons. For instance, the following circumstances are included:</u> <u>(1) the Society decides the classification of such ships and the registration of such installations may expose the Society to sanction, prohibition or restriction imposed by a State, Supranational or International Governmental Organization or may conflict with applicable laws or regulations; or</u> <u>(2) the Society suspects the ship or the installations of not being in continued compliance with its Rules and Regulations or not being properly maintained and operated by the</u>

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<u>provision of services has not been provided. This may include any misrepresentation of the ship's Flag State, forgery of documents or other records, falsification of information through the improper manipulation of equipment, or any other similar act;</u> (6) <u>Where the Society's Regulations for the Classification and Registry of Ships apply and, despite a change to any matter recorded in the Register of Ships, the notification required under 2.1.5-5 of the Regulations has not been given to the Society;</u> (7) <u>Where the Client or any Related Party fails to comply with applicable laws and regulations or with fair trading practices;</u> (8) <u>Where the Client or any Related Party fails to pay any fee or expense when due; or</u> (9) <u>Where the Society determines that any circumstance may damage the reputation or credibility of the Society or of any ship classed with the Society or may otherwise adversely affect the Society or such ship.</u>	<u>shipowner, and subsequently verifies its suspicions through surveys conducted to detect any non-compliance with its Rules and Regulations.</u>
<u>Chapter 4 CONFIDENTIAL INFORMATION</u> <u>4.1 Definition of Confidential Information</u> <u>"Confidential Information" means all documents, correspondence, and information in whatever format disclosed by the Client to the Society and vice versa.</u> <u>However, information falling under any of the following categories shall not be deemed Confidential Information:</u> (1) <u>information already possessed by the receiving party at the time of disclosure;</u> (2) <u>information independently obtained or created by the receiving party after disclosure without reference to the disclosed information;</u> (3) <u>information that was already publicly known at the time of disclosure;</u> (4) <u>information that becomes publicly known after disclosure for reasons not attributable to the receiving party;</u> (5) <u>information recorded in the Register of Ships or in any approval lists (including specified dates of periodical surveys);</u> (6) <u>information relating to any change, suspension, or withdrawal of classification or to</u>	<u>2.4 Confidentiality</u> <u>1</u> <u>All documents and information provided to the Society are treated as confidential by the Society and shall not, without the prior consent of the party providing such documents or information, be disclosed for any purpose other than that for which they are provided. The results of surveys conducted by the surveyors of the Society are treated in the same manner as the above documents. The contents and/or copies of the documents, information and/or the survey results may be disclosed as required by applicable legislation, court order, legal proceedings or adherence to the requests of a flag state or port state. Further, the following information is considered public information and available to any interested party.</u> (1) <u>Information published in the Register of Ships of the Society including due dates of periodical surveys</u> (2) <u>Information on transfers, changes, suspensions and withdrawals of class</u> (3) <u>Information related to (2) above, including those on all overdue surveys, overdue Condition of Class, condition of class, operating conditions or operating restrictions</u> <u>2</u> <u>Notwithstanding the general duty of confidentiality stipulated in -1 above, the party</u>

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any change in registered particulars; and (7) <u>information</u> related to <u>(6)</u> above, including those on all overdue surveys, overdue conditions of class, conditions of class, operating conditions, or operating restrictions. <u>4.2 Protection of Confidential Information</u> <u>Neither the Client nor the Society shall use Confidential Information for any purpose other than the activities specified in 4.3.</u> <u>4.3 Use of Confidential Information</u> <u>1</u> <u>The Society may use the Client’s Confidential Information for the following activities:</u> (1) <u>the Society’s services under this Terms and Conditions of Service; and</u> (2) <u>activities for the improvement and enhancement of the quality of the Society’s services and any other activities incidental or related thereto.</u> <u>2</u> <u>The Client may use the Society’s Confidential Information for the following activities:</u> (1) <u>The performance of the Client’s activities to the extent necessary to use the services provided by the Society under this Terms and Conditions of Service; and</u> (2) <u>activities incidental to those specified in (1) above for the improvement or increased efficiency of the Client’s activities.</u> <u>4.4 Disclosure of Confidential Information</u> <u>Neither the Client nor the Society shall disclose Confidential Information to any third party without the prior written consent of the other party except in the following cases:</u> (1) <u>where disclosure is requested or required pursuant to any applicable laws or regulations by a court, investigative authority, supervisory authority, or other similar body, including any such body of the ship’s Flag State, a Port State, or any other State;</u> (2) <u>where disclosure is made, to the minimum extent necessary for a purpose specified in 4.3 above, to those officers and employees of the Client or the Society who need to receive the information for the purposes of complying with their obligations under this Terms and Conditions of Service, or to attorneys or other persons legally bound by confidentiality obligations;</u> (3) <u>where disclosure is made to a contractor or Subcontractor that is bound by</u>	<u>concerned hereby accepts that the Society will participate in Early Warning Scheme which requires each IACS Member and other classification society that is involved in the failures described later (hereinafter referred to as “involved Classification Societies”) to provide involved Classification Societies with relevant technical information on serious hull structural and engineering systems failures, as defined in the Early Warning Scheme (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 utilized to facilitate the proper working of Early Warning Scheme. The Society will provide the party concerned with written details of such information upon sending the same to involved Classification Societies.</u>

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<u>confidentiality obligations equivalent to those stipulated in this chapter; or</u> (4) <u>where, for the purpose of preventing the recurrence of similar damage under the Early Warning Scheme (EWS), serious hull structural or machinery system damage information (excluding drawings that may constitute the intellectual property of parties other than the Society) is shared among IACS member societies and any classification society involved in the relevant damage (hereinafter collectively referred to as “Relevant Classification Societies”), and the Society discloses technical information related to such damage (excluding drawings that may constitute the intellectual property of parties other than the Society) to the Relevant Classification Societies. In such cases, when the Society discloses technical information to the Relevant Classification Societies, the Society shall notify the Client in writing of the details of such disclosure.</u>	
Chapter 5 LIABILITY 5.1 Liability 1 Neither the Society nor any of its officers, directors, employees, agents, or <u>Subcontractors</u> shall be liable for any loss, damage, or expense of whatever nature sustained by any person due to any act or omission, or error of whatever nature caused in the provision of services, information, or advice given in any way whatsoever by or on behalf of the Society, <u>except where such loss is caused by the intentional misconduct or gross negligence of the Society.</u> In providing services, information, or advice, neither the Society nor any of its officers, directors, employees, agents, or <u>Subcontractors warrants that any information or advice provided is complete, accurate, or free from error.</u> 2 The construction of <u>a ship</u> or the manufacture of <u>an installation</u> in compliance with the Rules may <u>require</u> the use of intellectual property rights held by <u>a third party.</u> In providing services, the Society does not warrant that <u>any ship, machinery, material, equipment, or other item does not infringe any intellectual property right held by a third party.</u> The Society shall not be liable for any loss, damage, or expense sustained by any person <u>arising out of the use of any intellectual property right held by a third party.</u>	Chapter 3 <u>RESPONSIBILITY AND LIABILITY</u> 3.1 Liability 1 Neither the Society nor any of its officers, directors, employees, agents or <u>sub-contractors</u> shall be liable for any loss, damage or expense of whatever nature sustained by any person, <u>in tort or in contract or otherwise,</u> due to any act or omission or error of whatever nature <u>whether or not negligent howsoever</u> caused in the provision of services, information or advice given in any way whatsoever by or on behalf of the Society. In providing services, information or advice, neither the Society nor any of its officers, directors, employees, agents or <u>subcontractors warrant the accuracy of any information or advice provided.</u> 3 The construction of <u>ships</u> or the manufacture of <u>installations</u> in compliance with the Rules and Regulations of the Society may <u>involve</u> the use of <u>patents and other intellectual property rights (hereinafter referred to as “Intellectual Property Rights”)</u> held by third parties. <u>When providing services in relation to the classification, certification, registration, surveying or maintenance of ships, installation, machinery, materials or equipment, the Society does not in any way warrant that said ships, installation, machinery, materials or</u>

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<u>3</u> Even if the Client suffers loss, damage, or expense as a result of unauthorized access by a third party to any system provided by the Society or due to malfunctions or other defects in software or hardware in the development or manufacture of which the Society was not involved, the Society shall not be liable for such loss, damage, or expense except where the Society has engaged in intentional misconduct or gross negligence.	equipment <u>do not infringe upon the Intellectual Property Rights</u> held by third parties. The Society shall not be liable for any loss, damage <u>and expense of whatever nature</u> sustained by any person, <u>in tort, contract or otherwise, due to any use of Intellectual Property Rights</u> held by third parties. <u>2</u> For the avoidance of doubt, the services provided by the Society <u>do not include any surveys and tests whatsoever to ascertain whether any computer hardware, software, embedded microchips, data storage, electronics information equipment or system has the capacity to process changes in date and/or time data or information without loss of performance or functionality.</u> The Society <u>does not in any way warrant when providing services in relation to the classification, certification, registration, surveying or maintenance of ships, installation, machinery, materials or equipment that any computer hardware, software, embedded microchips, data storage, electronics information equipment or system has the capacity to process changes in date and/or time data or information without loss of performance or functionality.</u> The Society <u>hereby expressly excludes any liability of whatsoever nature and however caused in respect of any loss, damage or expense whatever arising out of or in connection with the loss of performance or functionality of any of the aforesaid items in respect of processing changes in date and/or time data or information.</u>
<u>5.2</u> Compensation <u>1</u> Notwithstanding <u>5.1-1</u> above, if any Client suffers loss, damage, or expense arising from the provision by the Society of services, information, or advice which is proved to have been due to any negligent act, omission, or error of the Society or any of its officers, directors, employees, agents, or Subcontractors, or from any inaccuracy in the information or advice given by or on behalf of the Society, the Society will pay compensation for any proved loss, damage, or expense up to but not exceeding the amount of any fee charged and collected by the Society for the particular service, <u>provision of information, or advice.</u> <u>Such compensation shall be limited to the direct and ordinary loss actually incurred, and shall not include special, indirect, or consequential loss, loss of profit, loss of data, or damages based on claims made by any Related Party or third party, or any other similar</u>	<u>3.2</u> Compensation Notwithstanding <u>clause 3.1-1</u>, if any ship owner or any client of the Society suffers loss, damage or expense arising from the provision by the Society of services, information or advice which is proved to have been due to any negligent act, omission or error of the Society or any of its officers, directors, employees, agents or <u>sub-contractors</u>, or from any inaccuracy in the information or advice given by or on behalf of the Society, the Society will pay compensation for any proved loss, damage or expense up to but not exceeding the amount of any fee charged and collected by the Society for the particular service, information or advice.

Amended-Original Requirements Comparison Table (Conditions of Service for Classification of Ships and Registration of Installations)

Amended	Original
<u>loss.</u> <u>2 Where the Society is required, in connection with or arising out of this Terms and Conditions of Service, to respond to any litigation, investigation, claim, demand, or other legal proceedings brought or initiated by a third party, including any national government, and where the relevant matter arises from any act or omission of the Client or a Related Party, the Client shall bear all reasonable attorneys' fees, court costs, and other related expenses incurred by the Society. This applies regardless of whether any of the above matters are legally binding and includes any case in which the Society is made a party to any legal proceedings. This shall not apply where the relevant matter is caused by the intentional misconduct or gross negligence of the Society.</u> <u>3 The Society shall not be liable for any loss, damage, or expense sustained by the Client, any Related Party, or any third party arising out of or related to any advice, information, presentation, or other service provided free of charge by the Society (including, without limitation, advice or information provided by telephone or email).</u>	
<u>5.3 Claim for Loss, Damage, or Expense</u> Any claim for loss, damage, or expense as referred to in <u>5.2 above</u> shall be made in writing to the Society within 6 months of the date when the service, information, or advice was first provided, failing which any such claim shall be deemed to have been waived and time-barred.	<u>3.3 Claim for Loss, Damage or Expense</u> Any claim for loss, damage or expense as referred to in <u>clause 3.2</u> shall be made in writing to the Society within 6 months of the date when the service, information or advice was first provided, failing which any such claim shall be deemed to have been waived and <u>shall be</u> time-barred <u>absolutely</u>.
<u>Chapter 6 GOVERNING LAW AND JURISDICTION</u> <u>6.1 Governing Law and Jurisdiction</u> <u>This Terms and Conditions of Service</u> shall be governed by and construed in accordance with Japanese law. <u>All</u> and any disputes of whatever nature <u>arising out in connection with this Terms and Conditions of Service</u> shall be submitted to the exclusive jurisdiction of the Tokyo District Court.	<u>Chapter 4 PROPER LAW AND JURISDICTION</u> <u>These</u> Conditions shall be governed by and construed in accordance with Japanese law <u>and</u> <u>all</u> and any disputes of whatever nature shall be submitted to the exclusive jurisdiction of the Tokyo District Court <u>and Japanese law shall apply</u>.
<u>Chapter 7 MISCELLANEOUS</u> <u>7.1 Audits</u> <u>The Society's quality system may be audited on a ship, at a shipyard, or at a manufacturing</u>	<u>Chapter 5 MISCELLANEOUS</u> <u>5.1 Audits of the Quality System of the Society</u> <u>Implementation of the Quality System of the Society is sometimes audited at ships and</u>

Amended-Original Requirements Comparison Table (Conditions of Service for Classification of Ships and Registration of Installations)

Amended	Original
<u>facility in relation to which a survey has been requested. Where an auditor enters such a ship, shipyard, or manufacturing facility for this purpose, the Society shall contact the Client in advance and obtain the Client's consent.</u>	<u>premises of shipbuilders or manufacturers. In such cases, the shipowners, shipbuilders or manufacturers will be advised of an auditor's visit to their premises so that their permission may be obtained.</u>
EFFECTIVE DATE OF THIS AMENDMENT	
1. Effective date of this amendment is 1 January 2027.	