



Certificate Number 23-6125485-A
Effective Date 15-Nov-2023
Expiry Date 25-Nov-2026
ABS Port Office Rotterdam, the Netherlands
Company's Website www.wsmmit.com

CERTIFICATE OF
Recognized Service Supplier

This is to certify that

Duik en Bergingsbedrijf W.Smit B.V.

located at

Drutenstraat 5, Rotterdam 3087CC, the Netherlands

having been audited by ABS and having given a satisfactory practical demonstration of the service listed below, is recognized by ABS as a Service Supplier to provide services which ABS Surveyors may rely on to make decisions affecting classification or statutory surveys.

In-Water Survey

Attached Certificate Appendix provides specific scope of approval, authorized personnel, manufacturer authorizations, and subcontractors.

It is the responsibility of the Service Supplier to employ, train and qualify persons in the service provided. If the service requires approval from manufacturers, the Service Supplier is responsible to maintain contact with the manufacturer and maintain any service manuals up to date. Where required by the category of service, the Service Supplier shall provide valid evidence that it is authorized or licensed by the equipment manufacturer to service the makes and models of equipment for which approval is sought. If approval from the manufacturer is not attained, a surveyor must be present at time of survey to continue work. Alternatively, current written instructions from the flag state are to be obtained to continue work without the surveyor present. Service Suppliers must present photo identification, evidence of qualification and authorizations from manufacturers, as applicable, at the time of service.

The ABS office issuing this certificate is to be kept updated with changes to the management of the company, employees, equipment and models on the authorization list and any changes made.



M. Zalewski, Surveyor



TERMS AND CONDITIONS

The issuance and interpretation of this Certificate of Service Recognition (hereinafter referred to as "certificate") is subject to the following terms and conditions.

1. REPRESENTATIONS AS TO SERVICE RECOGNITION

The Certificate is a representation only that the specified Company has been audited by ABS and has given a satisfactory practical demonstration of the listed services which ABS Surveyors may rely on to make decisions affecting classification or statutory surveys and is issued solely for the use of ABS and its committees. The validity, applicability and interpretation of this certificate are governed by the Rules, Guides, or standards of ABS who shall remain the sole judge thereof.

2. RESPONSIBILITY AND LIABILITY

The Company is not a subcontractor of ABS and is not an agent of ABS for any purpose. The Company remains solely responsible for its equipment, the qualifications and competency of its personnel, the supervision of its personnel, and the safety of its personnel while performing its services. Nothing contained in this certificate or any letter or report issued in contemplation of this certificate shall be deemed to relieve Company or any designer, builder, owner, manufacturer, seller, supplier, repairer, operator or other entity of any warranty express or implied nor to create any interest, right, claim or benefit in any third party. 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 parties hereto, any right, remedy or claim hereunder; all provisions hereof are for the sole and exclusive benefit of the parties hereto.

3. LIMITATION

ABS makes no representations beyond those contained herein regarding its reports, letters, audits, certificates or other services.

4. HOLD HARMLESS

The party to whom this certificate is issued, and his assignee and successor in interest, agree to indemnify and hold harmless ABS from and against any and all claims, demands, lawsuits, or actions for damages, including legal fees, to persons and property, tangible, intangible, or otherwise which may be brought against ABS incidental to, arising out of or in connection with the work done, services performed or material to be furnished under this certificate, except for those claims caused solely and completely by the negligence of ABS, its agents, employees, officers, directors or subcontractors.

Company shall defend, indemnify, and hold harmless ABS and its affiliates from and against any and all third party claims and

liabilities (including, without limitation, reasonable attorneys' fees and costs), regardless of the form of action, arising out of or in connection with a claim that the service(s) offered by Company for which Company has sought recognition from ABS, infringes, violates, or misappropriates a valid third party patent, copyright, or other proprietary right, provided that Company is promptly notified in writing of such claim, and ABS has not reached any compromise or settlement in such action or made any admissions in respect of the same.

5. ARBITRATION

Any and all differences and disputes of whatsoever nature arising out of or relating to this certificate shall be put to arbitration in the City of New York pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by ABS, one by Company, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice served on the arbitrators and on an officer of the other party to specify further disputes or difference under this Agreement for hearing and determination. The arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. The arbitrators may grant any relief, other than punitive damages which they, or a majority of them, deem just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance. Awards made in pursuance to this clause may include costs including a reasonable allowance for attorney's fees and judgment may be entered upon any award made hereunder in any court having jurisdiction. ABS and Company hereby mutually waive any and all claims to punitive damages in any forum. Company shall be required to notify ABS within thirty (30) days of the commencement of any arbitration between it and third parties which may concern ABS' work in connection with this certificate and shall afford ABS an opportunity, at ABS' sole option, to participate in the arbitration.

6. TIME BAR TO LEGAL ACTION

Any statutes of limitation notwithstanding, Company expressly agrees for itself and its affiliated companies that its right to bring or to assert against ABS any and all claims, demands or proceedings whether in arbitration or otherwise shall be waived unless (a) notice is received by ABS within thirty (30) days after Company or its affiliates had notice of or should reasonably have been expected to have had notice of the basis for such claims; and (b) arbitration or legal proceedings, if any, based on such claims or

demands of whatever nature are commenced within one year of the date of such notice to ABS.

7. LIMITATION OF LIABILITY

The combined liability of American Bureau of Shipping, its officers, employees, agents or subcontractors for any loss, claim, or damage arising from negligent performance or non-performance of any services under this Agreement, or from breach of any implied or express warranty of workmanlike performance in connection with the services, or from any other reason, to any person, corporation, partnership, business entity, sovereign, country or nation, shall be limited to the greater of a) \$100,000 or b) an amount equal to ten times the sum actually paid for the services alleged to be deficient. The limitation of liability may be increased up to an amount twenty-five times that sum paid for services upon receipt of Company's written request at or before the time of performance of service and upon payment by Company of an additional fee of \$10 for every \$1,000.00 increase in the limitation.

8. ETHICS AND COMPLIANCE

Falsification of this certificate, including any alterations by an entity other than ABS, may result in actions against the culpable entity up to and including legal proceedings for the misrepresentation of this document. Measures may include but are not limited to the immediate and indefinite suspension of the certificate in question, delisting of the entity from ABS online certification database, and immediate restriction of use of the authorized ABS service logos. Upon investigation by ABS, ABS reserves the right to permanently disqualify the implicated entity or its Principals from holding any service certifications from ABS.

This certificate is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.



APPENDIX TO ABS SERVICE SUPPLIER CERTIFICATION NO. 23-6125485-A

Scope of Approval, Limitations or Restrictions

The service recognition is for underwater inspection in lieu of drydocking (UWILD) for vessels and MODUs/MOUs

Authorized Personnel

R. Albert, D. Den Dekker, A. Fernandes, J. Snoek, K. Stip, D. van Schijndel, J. Stockmann, E. Verbeeke, N. Visser, M. Kelder, R. van Weert, F. van Passen, M. Hamel, S. Cloosterman, D. van Es, Y. Grolle, R. van der Meer, S. Louwers, D. Lankhuijzen, J. Reijm, K. Jongbloed, I. Looijschelder, R. Cloosterman, J. van Kleef, R. Noordijk, K. Keuzenkamp, M. Verwayen

Quality Manager

N. Visser

Authorization(s) from Equipment Manufacturers and Flag Administrations*

N/A

Subcontractor and Scope of Subcontracting Work

N/A

NOTE: This certificate evidence compliance with one or more of the Rules, Guides, standards or other criteria of the American Bureau of Shipping and is issued solely for the use of the Bureau. This certificate is a representation only that the Company has been assessed in accordance with ABS procedures and found capable of providing the listed service as limited by the associated recognition letter. This certificate is governed by the Terms and Conditions on the above page hereof and by the Rules, Guides or Standards of the American Bureau of Shipping, who shall remain the sole judge thereof.

* For statutory related activities, unless specially directed by the Administration, this approval is not to be construed as a substitute or a Flag Administration's approval for the purpose of SOLAS (2020 Consolidated Edition), as amended.



14 November 2023

Duik en Bergingsbedrijf W.Smit B.V.

Drutenstraat 5
Rotterdam 3087CC
The Netherlands
(31) (010) 4291233
n.visser@wsmit.nl

<http://www.wsmit.com>

Attention: NIELS VISSER

This is in reference to your request of Service Supplier Recognition on 13 November 2023.

The review of your Quality Assurance System submittals, an audit of your facility and a practical demonstration of your services have been satisfactorily completed. We are therefore pleased to advise that ABS recognizes **Duik en Bergingsbedrijf W.Smit B.V. Duik en Bergingsbedrijf W.Smit B.V.** as a Recognized Service Supplier in **In-Water Survey** which ABS surveyors may rely on to make decisions affecting classification and/or statutory surveys.

Provided the service operation system, as approved, remain unchanged, ABS' approval and the Certificate of Recognition will remain valid until **25 November 2028**, subject to surveillance audits. If there is any change to your approved quality system, company name, address, qualified technicians, manufacturer's authorizations, subcontractors, please immediately inform the ABS Survey Office that issued this certificate. A re-audit may be required at the discretion of ABS.

Your company will be listed in the ABS Recognized Service Supplier database, searchable by worldwide vessel owners and operators. If at any time you wish to change the contact information of your company listed in the ABS website, please email Corporate ABS Programs at servicesupplier@eagle.org

Your company is eligible to use the "ABS Recognized Service Supplier" logo for marketing purpose in association with the recognized service types during the certificate validity. The artwork can be obtained by emailing servicesupplier@eagle.org

It is your responsibility to employ, train and qualify persons in the service(s) provided. If the service requires approval from manufacturers, you shall be responsible for receiving proper training and maintaining the most current service manuals of the equipment and models. Company representatives must present evidence of qualifications when carrying out the service.

ABS reserves the right to conduct surveillance audits of your procedures. When ABS has a recent history of satisfactory services performed by your company, these audits may be waived by ABS.

ABS may withdraw the Certification of Recognition for the following reasons:

- Where the service is improperly carried out or the results are improperly reported
- Where a Surveyor finds deficiencies in the approved service operation system of the Service Supplier and appropriate corrective actions are not taken
- Where the Service Supplier fails to inform ABS of any change or alteration in Quality Assurance System upon which the recognition is based
- Where intermediate audit, if requested, is not carried out
- Where willful acts or omissions are ascertained
- Where any deliberate misrepresentation is made by the Service Supplier
- Where ABS fee is not paid
- Where access to the Service Supplier's facility is denied

Should your recognition be canceled, you may re-apply for recognition after corrective actions are implemented to the satisfaction of ABS. **The possibility may not be open if the cancellation is based on a grave fault such as a violation of ethics.**

The Service Supplier is neither a sub-contractor nor an agent of ABS for any purpose. ABS recognition does not relieve the Vessel Owner, Operator, or any other party who contracts with the Service Supplier for its services, from their responsibilities concerning the services. The Service Supplier remains solely responsible for its equipment, qualifications and competency of its personnel, their supervision and the safety while performing its services.

When service category has annual audits, you may submit an annual request to the ABS Survey Office that initially audited your firm within 2 months prior to the expiration of the certificate issued.

When the certification is close to renewal, you may submit a renewal request to the ABS Survey Office that initially audited your firm within 3 months prior to the expiration of the certificate issued. ABS will send you an email alert 30 days prior to the expiration of the certificate.

I trust that you agree to the above terms and ABS look forward to working with you.

Very truly yours,

M. Zalewski
Rotterdam Port