

**ClassNK**

NIPPON KAIJI KYOKAI

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# Technical Services for Renewables and Environment

**Revision Record**

Revision Number	Revision Date	Revised Parts	Reason for Revision
0	2022.07.01	-	Newly established
1	2022.10.01	Overall	<ul style="list-style-type: none"> <li>■ Document title is changed as Technical Services for Renewables and Environment.</li> <li>■ Targeted work items are modified on following section.                             <ul style="list-style-type: none"> <li>- 1.1</li> <li>- 2.1</li> <li>- 4.1</li> <li>- 7.1</li> </ul> </li> </ul>

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## 1. Application

### 1.1 General

- 1. These procedures specify the Technical Services for Renewables and Environment. (hereinafter, "the Technical Services")
- 2. The technical service work related to renewables and environment performed by ClassNK is specified in Section 7.1.

## 2. Terms and Definitions

### 2.1 General

- 1. The major terms and definitions used in these procedures are as follows:
  - (1) "Requester" refers to a person who applies for the Technical Services.
  - (2) "Appraisal" refers to services that require the technical judgment ClassNK in addition to fact-finding and investigation.
  - (3) "Attestation" means services that confirm, check, and certify facts in accordance with international standards and technical standards established by each country.
  - (4) "Statement of Fact" means a document issued by ClassNK upon completion of appraisal work.
  - (5) "Statement of Compliance" means a document issued by ClassNK upon completion of attestation work.

## 3. General

### 3.1 Language and units

- 1. Japanese shall be used in principle for communication with ClassNK and in the documents to be submitted. English is acceptable if ClassNK determines it appropriate. Other languages shall not be accepted.
- 2. The SI unit system shall be used in principle for communication with ClassNK and in the documents to be submitted.
- 3. In principle, reports issued by ClassNK shall be prepared in Japanese. However, reports may be prepared in English upon request from the Requester.

### 3.2 Provision of information

- 1. The Requester shall provide adequate and accurate information (documents, records, etc.) that are deemed necessary by ClassNK concerning the provision of the Technical Services.

### 3.3 Submission of documents from the Requester

- 1. The documents requested by ClassNK shall be submitted by the methods determined appropriate by ClassNK.

## 4. Terms and Conditions of Providing Services

### 4.1 General

- 1. The terms and conditions set forth in this Article shall apply to all services provided by ClassNK regarding the Technical Services and shall be deemed to form part of all contracts and other agreements concluded by ClassNK in connection with the Services.
- 2. ClassNK shall perform the services with adequate care and in an appropriate manner as an expert.
- 3. The services shall be provided in accordance with these procedures, on the premise of the conditions described in (1) and (2) below:
  - (1) The document related to the Services issued after the work has been performed by ClassNK shall indicate

the state of the subject of the work, which is to be reviewed when the Services have been performed. In addition, the document shall not be intended to certify or report beyond the matters and the scope stated therein.

- (2) The document issued by ClassNK in connection with the Services is intended for use by its Requesters or duly authorized persons, and is not intended for use by any other third party.

-4. Nothing in the conditions of providing services or in any documents issued by ClassNK related to the services shall excuse the Requester or any other parties from any product warranty, other contractual obligations that they are obliged to assume, or negligence, nor shall it grant any claim for reimbursement, compensation, or any other claim against any third party.

-5. Fees and expenses pertaining to the Services shall be paid on the premise of the following conditions:

- (1) The fees, etc. charged by ClassNK for the works it provides shall be in accordance with its separately stipulated provisions. ClassNK shall maintain the right to charge the provisions regarding fees, etc. at will.
- (2) The quotation on works issued by ClassNK is based on the provisions on fees, etc. at the time of issuance of the quotation, and ClassNK may create a new quotation and present it to the client if there is a change of the fees, etc. or a significant increase in workload from the time of initial quotation.
- (3) The fees, etc. charged by ClassNK for the work shall be claimed in accordance with the work stipulated separately by ClassNK after the work is completed and shall be paid by the requester within 60 days from the date of issue of the invoice.
- (4) In case of a delay in payment, we shall charge a delay loss of 5% per year.
- (5) If the Requester withdraws the request for the Technical Services for their convenience, ClassNK shall charge the Requester for the fee related to the portion of the services already performed.

#### 4.2 Confidentiality

-1. All documents and information provided to ClassNK are confidential and shall not be disclosed to any third party for purposes other than those offered, unless the person who provided the document or information agrees in advance. The results of the services performed by ClassNK shall be treated as confidential in the same way. However, the details or copies of documents, or information or results of the services performed shall be disclosed only if duly requested under the law by a court order, legal proceedings, or by official authorities such as a national government.

-2. Notwithstanding the provisions of the preceding above -1, ClassNK may conclude a non-disclosure agreement upon request of the Requester. The details of such agreement shall be determined upon separate deliberation.

#### 4.3 Interpretation

-1. The conditions and rules of providing services, and the effect, application, and interpretation of the documents issued by ClassNK shall be determined by ClassNK.

### 5. Responsibilities

#### 5.1 Responsibilities

-1. ClassNK or its officers, employees, agents, or subcontractors shall not be liable in any way for any losses, damages, or expenses incurred by any person as a result of any act, omission, or negligence during the provision of the services.

#### 5.2 Compensation

-1. Despite the provisions defined in 5.1-1., if it is demonstrated that a loss, damage, or expense incurred by the

Requester is attributed to any action or omission resulting from the negligence of any officer, employee, agent, or subcontractor of ClassNK, ClassNK shall compensate for the loss, damage, or expense so demonstrated up to the amount of the fee requested and received by ClassNK for the services performed.

### 5.3 Claim for compensation

-1. Any claim for the compensation for loss, damage or expense as stipulated in 5.2-1. shall be made in writing to ClassNK within six months from the date on which the service was first performed. If no claim for compensation is made within this period, any claim for the compensation shall be deemed waived.

## 6. Governing Law and Agreed Jurisdiction, etc.

### 6.1 Governing Law and Agreed Jurisdiction, etc.

-1. The interpretation of the procedures shall be in compliance with the laws of Japan, and the Tokyo District Court shall be the exclusive agreement jurisdictional court of the first instance for all disputes related to the procedures.

## 7. Implementation of the Technical Service

### 7.1 General

- 1. ClassNK shall perform the following target works.
  - (1) Acting for inspections on behalf of the Requester, etc.
  - (2) Third-party attestation or appraisal for testing and inspection of materials, structures, equipment, etc.
  - (3) Technical investigation of manufacturing factory / sites, and technical evaluation of manufacturing processes, etc.
  - (4) Evaluation of construction plans for offshore wind farm construction work.
  - (5) Third-party attestation or appraisal of the damage or current condition of structures and equipment, etc.
  - (6) Third-party attestation (including issuance of an Approval in Principle (AIP)) for design, etc.
  - (7) Other technical services deemed appropriate by ClassNK.

### 7.2 Application to the Technical Services

- 1. The Requester shall make an application by presenting the details of the request, including the type, scope, and duration of the work. The Requester shall be the owner of the subject of the work or a person who has obtained the owner's consent. The Requester shall be deemed to have agreed to the contents of these procedures by submitting the above application.
- 2 Upon receipt of the application form from the client, ClassNK shall confirm that the information on the form is complete, accept the form, and send it to the client with an acceptance stamp affixed.
- 3 ClassNK shall present the fee for the services to the Requester in a quotation prepared in accordance with 4.1-5, depending on the contents of the application.
- 4 ClassNK may conclude a service agreement upon request from the Requester. If both the Requester and ClassNK agree, the application may be substituted for the service agreement.

### 7.3 Implementation of the Technical Service

- 1. ClassNK shall perform the work in accordance with the details of the request described in the service agreement or the application form.
- 2. ClassNK may outsource a part of the work with the consent by Requester when ClassNK deems it necessary to do so.

#### 7.4 Deliverables, etc.

-1. ClassNK shall prepare a report summarizing the progress and results of the work, or a deliverable such as the Statement of Fact, the Statement of Compliance, etc., based on the details of the request described in the service agreement or the application.

End

SERVICE PROCEDURE

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**ClassNK**

Technical Services for Renewables and Environment

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 **RENEWABLE ENERGY**