



AGREEMENT FOR TONNAGE SERVICES



APPLICATION FOR TONNAGE AGREEMENT

This Agreement is entered into as of the _____ day of _____ between

(Client name)

and American Bureau of Shipping
ABS Plaza
1701 City Plaza Drive
Spring, Texas 77389, U.S.A.

(Client address)

hereinafter referred to as "Client", of the first part

hereinafter referred to as "ABS" of the second part, as follows:

I. AUTHORIZED REPRESENTATIVES who may request services on behalf of the Client:

Company	Representatives Name	Representatives Role	Company Address
_____	_____	_____	_____

II. AGREEMENT DETAILS.

- New Construction Vessel
- Existing Vessel Former Names: _____

Vessel Name: _____ IMO Number: _____

Builder: _____ Hull #: _____ ABS DID: _____

Builder Address: _____ Flag: _____

Port of Registry: _____ Official Number: _____

Length OA: _____ Length (BP): _____ Breadth (mld): _____ Depth (mld): _____

Present Classification: _____ Not Classed

Keel Laying Date: _____ Delivery Date: _____

Construction Material: _____

Former Flag, sister vessels, etc. _____



Vessel Type:

- | | | |
|---|--|---|
| <input type="checkbox"/> Barge | <input type="checkbox"/> Bulk Carrier | <input type="checkbox"/> Container Vessel |
| <input type="checkbox"/> Dredge | <input type="checkbox"/> Fishing / Fish Processor | <input type="checkbox"/> Freight Vessel |
| <input type="checkbox"/> General Cargo | <input type="checkbox"/> Industrial Vessel | <input type="checkbox"/> MOU / MODU |
| <input type="checkbox"/> Offshore Support/Supply Vessel | <input type="checkbox"/> Oceanographic Research Vessel | <input type="checkbox"/> Oil Spill Response |
| <input type="checkbox"/> Passenger Vessel | <input type="checkbox"/> Recreational Vessel | <input type="checkbox"/> Tanker |
| <input type="checkbox"/> Towing \ Tug | <input type="checkbox"/> Training Vessel | <input type="checkbox"/> Warship |
| <input type="checkbox"/> Yacht | <input type="checkbox"/> Other: _____ | |

All Vessels:

Number of seamen and apprentices for whom Accommodation is certified: _____

Passenger Vessels Only:

Number of passengers in cabins with no more than 8 berths: _____

Number of other passengers: _____

Reason for Admeasurement:

- New Building Conversion Modification(s)

Reason for Certificate Re-Issuance (if applicable):

- Change of Name Change of Flag/Port of Registry Lost Original

For Modifications and/or Conversions:

Name and address of Builder: _____

Start year: _____ End Year: _____

Description of modification(s) or conversion: _____

Inspection/Survey Details:

Location of Vessel Awaiting Inspection: _____

Contact Person: _____

Phone/Fax/Email: _____

Date of Inspection Requested: _____

Owner Details:

Name: _____

Address: _____

Contact Person: _____ Phone/Fax/Email: _____



Billing Details – Charges to be billed to:

- Builder Owner Purchase Order #: _____
- Other (Name, address, contact person, phone): _____

Certificate to be sent to:

- Builder Owner
- Other (Name, address, contact person, phone): _____

Requested Tonnage Certificates:

- International
- Panama Canal
- Suez Canal
- US Regulatory (Subchapter _____)
- Other _____

For US Flag Vessels – Please attach a completed copy of the USCG “Application for Formal Measurement Services (08/14) as found in USCG MTN 01-98 CH-13.

I certify that the above statements are true to the best of my knowledge and belief. The vessel will be ready for admeasurement in all respects and a representative of the owner or charterer will be present at the time of the actual inspection.

Representative Name: _____

Company name: _____

Signature: _____

Date: _____



1. DEFINITIONS

- a) Tonnage Admeasurement: Tonnage Certificates are assigned pursuant to the International Tonnage Convention, 1969, Panama Canal Tonnage Regulations, Suez Canal Tonnage Regulations, and/or U.S. Domestic Tonnage Regulations. ABS is authorized to issue Tonnage Certificates on the basis of specific delegations from each Administration.

2. ABS SERVICES

- a) Upon Client's request, ABS shall examine the vessel's plans, perform calculations to determine that applicable tonnage figures, perform a confirmatory survey and issue a tonnage confirmatory survey reports and tonnage certificate(s) as required. Surveyors apply normally accepted examination to those items specified for each tonnage confirmatory survey; construction procedures, safety procedures and construction supervision remain the responsibility of the shipyard, ship repairer, manufacturer, owner, or other Client.

It is understood and agreed that the performance or nonperformance of services shall be at the sole discretion of ABS. Once services are undertaken a decision related to the assignment of tonnage figures may be appealed to the Secretary.

- b) If Client has entered a classification agreement with ABS the terms of that agreement shall govern any services performed with the exception of the standards to be applied and the appeal process. In the absence of a classification agreement the work shall be performed solely under the terms and conditions of this Agreement, and any printed terms or conditions found in other documents used to implement this Agreement shall be void and shall not affect or extend any rights or obligations under this Agreement nor create any new rights or obligations.

3. PAYMENT

- a) Unless otherwise directed by ABS, all fees are to be remitted upon receipt of invoice in U. S. Dollars to American Bureau of Shipping, P.O. Box 201614, Houston, Texas 77216-1614 U.S.A. by check and shall refer to the ABS issued invoice number. Invoices will be sent to Client at the address listed in Section III above according to the agreed upon fee schedule. Client agrees to pay such invoices within 30 days of the invoice date. Wire transfers may be made through JPMorgan Chase Bank, N.A., Houston, Texas 77252-8025 U.S.A., account number 0010-088-8180 ABA/Routing number 021000021, Swift address CHASUS33 and shall refer to the ABS issued invoice number.
- b) For amounts due and not paid within 30 days from any invoice date, interest shall bear from and after such invoice date until paid at a monthly rate equal to the lesser of (i) 1-1/2% or (ii) the maximum interest rate allowed under applicable law.
- c) The Vessel and its Owner, operator, and charterer shall be jointly and severally liable to ABS for the payment of all charges, including but not limited to court costs, expenses and reasonable attorney's fees incurred in collecting sums due to ABS under this Agreement, and ABS may take judgment for the entire amount due.

4. ASSIGNMENT & SALE

- a) Any attempt to subcontract, assign, delegate, sublet or transfer this agreement without prior written notice to ABS shall at ABS's option render this contract void.
- b) If Client shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings, or make an assignment for the benefit of creditors, or should the vessel be arrested or sold at auction or at a Marshall's sale ABS shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract, whereupon ABS shall be relieved of any and all further obligation hereunder and Client shall be liable to ABS for all resulting damages. ABS's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing.

5. ACCESS

- a) ABS and ABS Representatives shall have access to all Vessels, drawings, plans, records, places of manufacture and assembly or other items necessary to complete the requested services. Client shall also grant access to auditors from the IACS or flag administration when requested by ABS and accompanied by ABS Representative.
- b) Notwithstanding the general duty of confidentiality owed by ABS to its clients in accordance with the ABS Rules and its duties of confidentiality under Section 7, as a condition of Classification, all Vessels, Owners, operators and Vessel personnel shall authorize ABS to permit the European Commission and its agents to have access to all Vessels, equipment, activities and records for the purposes of assessing ABS compliance with Regulation (EC) No.391/2009 (as amended) on "Common rules and standards for ship inspection and survey organizations".
- c) Client has a duty to establish and maintain safe working conditions in accordance with applicable safety standards and to provide ABS surveyors with safe access to sites and assistance during onsite surveys. ABS Representatives shall comply with Client's safety procedures to the extent such procedures are communicated to such personnel and such procedures provide a level of safety not less than that prescribed by the ABS Safety Manual. If ABS Representatives feel the proposed safety procedures or working conditions do not meet or exceed the standards set forth in the ABS Safety Manual then they may, at their discretion, refuse to attend the work site until the noncompliant condition has been corrected.

6. NON-WAIVER AND SEVERABILITY

This Agreement constitutes the entire agreement and understanding of the parties hereto, and supersedes all prior agreements and undertakings, both written and oral, between the parties hereto, with respect to the subject matter hereof. This Agreement may not be amended except by an explicit instrument in writing authorized by both of the parties hereto. Either party hereto may, at any time, (i) extend the time for the performance of any of the obligations or other acts of the other, (ii) waive any inaccuracies in the representation of the other contained herein or in any document delivered pursuant hereto, and (iii) waive compliance by the other with any of the agreements, covenants or conditions contained herein. Any such extension or waiver shall be valid only if explicitly set forth in an instrument in writing signed by the party to be bound thereby. No waiver by either party hereto of any breach of any of the terms of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of any other term hereof.

7. FORCE MAJEURE

- a) Neither party shall be responsible for any loss and/or damage resulting from any delay in performing or failure to perform any provisions of this Agreement (other than Client's obligation to make payment for Services provided under this Agreement), so long as any such failure or delay arises from any circumstances beyond the affected party's reasonable control including Acts of God, fires, explosions, floods, storms, earthquakes, tidal waves, wars, military operations, terrorist acts, national emergencies, civil commotion, strikes or other differences with workers or unions, labor shortages, or from any delay or failure in delivery when the suppliers of either party or the facilities of production, manufacture, transportation or distribution which otherwise would be available to either party are impaired by mechanical breakdowns or other circumstances beyond either party's reasonable control, or by the order, requisition, request or recommendation of any governmental authority or acting governmental authority, or either party's compliance therewith, or from any other delay or failure due to any causes beyond either party's control similar or dissimilar to any such causes. The affected party shall promptly notify the other party of the occurrence of such circumstance, its expected duration, the estimated effect on the affected party's ability to perform its obligations under this Agreement and the time when such circumstance has ceased to affect its ability to perform. If the delay in performance continues for



more than thirty (30) days, then either party may request Termination of this agreement by providing notice to the other party. Cancellation of this Agreement for any such cause may not be made without reimbursement to ABS for expenditures actually incurred for labor and materials upon the authority of this Agreement prior to receipt of such notice.

- b) It is understood that ABS is a United States corporation and must abide by U.S. law. It is also understood that U.S. statutes and the rules, regulations, interpretations or guidelines established thereunder may be amended or changed such that ABS cannot perform some or all of its obligations under this Agreement consistent with U.S. law. Should such an amendment to or change of law occur, or should a Vessel, an Owner or prospective Owner be identified as an entity to which American corporations cannot lawfully provide services, ABS will not be liable to Client or to any third person for any damages, actual or consequential, for failure to perform any of the obligations of ABS under this Agreement.

8. TERM

This Agreement shall remain in force until terminated pursuant to the terms of this Agreement or by either Client or ABS upon thirty days' prior written notice.

9. RESPONSIBILITY AND LIABILITY

It is understood and agreed that any report, statement, notation of plan review or Certificate (hereafter referred to collectively as "Certificate") issued as part of the services rendered under this Agreement is a representation solely to the signatory to this Agreement that the tonnage figures assigned to the Vessel meets the requirements of the respective Tonnage regulations as interpreted and articulated by the Administration. The validity, applicability, and interpretation of a Certificate issued under the terms of or in contemplation of this Agreement is governed by the Administration who shall remain the sole judge thereof. Nothing contained herein or in such a Certificate or in any report issued in contemplation of such a Certificate shall be deemed to relieve any designer, builder, Owner, manufacturer, seller, supplier, repairer, operator, insurer or other entity of any duty to inspect or any other duty or warranty express or implied. If an entity is the Owner, such entity shall be considered a third party beneficiary of this Agreement. Except for such entity, nothing in this Agreement or in any Certificate or report issued under this Agreement shall be deemed to create any interest, right, claim or benefit in any insurer or other 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 signatories hereto and any identified "Owner", any right, remedy or claim hereunder or under any provisions herein contained; all provisions hereof are for the sole and exclusive benefit of the parties hereto.

10. LIMITATION

ABS MAKES NO REPRESENTATIONS BEYOND THOSE CONTAINED IN SECTIONS 2 AND 13 HEREOF REGARDING ITS REPORTS, STATEMENTS, PLAN REVIEW, SURVEYS, CERTIFICATES OR OTHER SERVICES. EXCEPT AS OTHERWISE SPECIFICALLY SET OUT IN THIS AGREEMENT, NEITHER ABS, NOR ANY OF ITS OFFICERS, COMMITTEES, DIRECTORS, EMPLOYEES, SUBCONTRACTORS OR AGENTS SHALL BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE OF WHATEVER TYPE OR KIND SUSTAINED BY ANY PERSON DUE TO ANY ACT, OMISSION OR ERROR OF ANY NATURE CAUSED BY ABS, ITS OFFICERS, COMMITTEES, DIRECTORS, EMPLOYEES, SUBCONTRACTORS OR AGENTS, OR DUE TO ANY INACCURACY OF ANY NATURE, EVEN IF HELD TO AMOUNT TO A BREACH OF WARRANTY.

11. HOLD HARMLESS

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



Convention on Limitation of Liability for Maritime Claims, 1976, ABS is a person for whose act the ship owner is responsible.

Any other individual, corporation, partnership or other entity who is a party hereto or who in any way participates in, is engaged in connection with or is a beneficiary of, any portion of the services described herein shall also release ABS and all ABS Representatives, and shall indemnify and hold ABS harmless from and against all claims, demands, lawsuits or actions for damages, including legal fees, to persons and/or property, tangible, intangible or otherwise, which may be brought against ABS or ABS Representatives by any person or entity as a result of the services performed pursuant to this agreement, except for those claims caused solely and completely by the negligence of ABS, its agents, employees, officers, directors or subcontractors. Said individual or party shall assert no claims, directly or indirectly against ABS or ABS Representatives.

12. ARBITRATION

Any and all differences and disputes of whatsoever nature arising out of this Agreement 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 Client, 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 differences 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 Client hereby mutually waive any and all claims to punitive damages in any forum.

Client 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's work in connection with this Agreement and shall afford ABS an opportunity, at ABS's sole option, to participate in the arbitration.

13. TIME BAR TO LEGAL ACTION

Any statutes of limitation notwithstanding, Client expressly agrees 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 ninety (90) days after Client 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 (1) year of the date of such notice to ABS.

14. LIMITATION OF LIABILITY

a) **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 Client or any other person, corporation, partnership, business entity, sovereign, country or nation, will 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.**

b) **The limitation of liability may be increased up to an amount twenty-five times that sum paid for services upon receipt of Client's written request at or before the time of performance of services and upon payment by Client of an additional fee of \$10.00 for every \$1,000.00 increase in the limitation.**

c) **Neither ABS nor ABS Representatives shall in any circumstances be liable for indirect or consequential loss or damage (including loss of profit, loss of contract, loss of use) suffered by any person, including Client or**



Owner, resulting from any failure by ABS in the performance of its obligations under this Agreement. Under no circumstances whatsoever shall any individual who may have personally caused the loss, damage or expense be held personally liable.

15. GOVERNING LAW

This Agreement shall be construed (both as to validity and performance), interpreted and enforced in accordance with, and governed by, the Laws of the State of New York, without regard to any conflicts of law provisions thereof that would result in the application of the laws of any other jurisdiction.

16. CONSTRUCTION

Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter and terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless otherwise specified, all references to Sections refer to sections of this Agreement. The word “includes” or “including” means “including, but not limited to,” unless the context otherwise requires. The words “shall” and “will” are used interchangeably and have the same meaning. The words “this Agreement,” “hereof,” “hereby,” “herein,” “hereunder” and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular Section in which such words appear. If a word or phrase is defined, its other grammatical forms have a corresponding meaning. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless business days are specified. The language used in this Agreement shall be deemed to be the language the parties hereto have chosen to express their mutual intent, and no rule of strict construction shall be applied against any party hereto. A defined term has its defined meaning throughout this Agreement, regardless of whether it appears before or after the place where it is defined.

17. RELATIONSHIP OF THE PARTIES

In performance of this Agreement, ABS is and shall remain at all times an independent contractor and neither ABS nor any ABS Representatives shall be or act as the employee or agent of any other party hereto in its performance of any of the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create any joint venture, partnership, agency, fiduciary relationship or other similar relationship between the parties hereto.