



# LMS

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With this order form the applicant gives Limdal Marine Services (LMS) the order to survey and issue the certificates or the statements for the vessel described below.

Only when under point 9, the checkmarks are filled in, this form will be taken in consideration. The issuing of the documents mentioned above is strictly taken by the management of LMS, for this the vessel has to meet all the requirements. Please send the filled in order form to [mail@lmsclass.eu](mailto:mail@lmsclass.eu)

1. Name applicant:
2. Name vessel:
3. If known the LMS Class nr.:

4.  States that the questions under 5 to 9 are the same as the last submitted and signed order form (*please continue with question 11*).

5. Other ships id numbers:

- a. If known the IMO nr.:

6. Owner vessel:

- a. (Company name) Owner:
- b. Address:
- c. Zip code and City:
- d. Country:
- e. Phone number:
- f. e-mail:

g.  Above mentioned address of the Owner, is also the invoice address

7.  If the Owner does not personally maintain correspondence regarding certification and surveys, but has outsourced this to another Company, please report the Company details below.

- a. Name Company:
- b. Contact:
- c. Address:
- d. Zip code and City:
- e. Country:
- f. Phone number:
- g. e-mail:

h.  Above mentioned address is the invoice address



8.  When neither of above mentioned addresses is the invoice address, please mention the invoice address:

a. Name Company:	<input type="text"/>
b. Contact:	<input type="text"/>
c. Address:	<input type="text"/>
d. Zip code and City:	<input type="text"/>
e. Country:	<input type="text"/>
g. e-mail:	<input type="text"/>

9. The desired result providing this order:

- a.  Annual endorsement existing certificates
- b.  Intermediate endorsement existing certificates
- c.  Renewal class certificate LMS
- d.  Passenger ship safety
- e.  Cargo ship safety construction
- f.  Cargo ship safety equipment
- g.  Radio
- h.  ISM Code
- i.  ISM Code-DOC
- j.  ISM Code-SMC
- k.  Load line
- l.  MARPOL Annex I
- m.  MARPOL Annex II
- n.  MARPOL Annex III
- o.  MARPOL Annex IV
- p.  MARPOL Annex V
- q.  MARPOL Annex VI
- r.  Tonnage measurement
- s.  MLC
- t.  ASI voor Vanuatu door RHC
- u.  Other than above:

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>



10. If the vessel is unknown to the LMS database (the vessel does not have an LMS number), please enter the following information:

Name vessel:	<input type="text"/>
Motor or sailing vessel:	<input type="text"/>
Type of vessel:	<input type="text"/>
Flag:	Vanuatu
Home Port:	Port Vila

11. If there are changes with regard to previously issued documents, please indicate these below:

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

12. Signature

- The undersigned declares to be authorized on behalf of the Owner of the vessel and declares to have completed this form truthfully.
- By signing this order form the undersigned accepts that the attached general terms and conditions of LMS apply to this agreement.**
- With this form the undersigned gives, after issued certificate(s) or statement(s), the order to additionally surveys and/or survey drawings if during surveys of LMS if there is a need for this purpose.
- The undersigned declares that in case of endorsement or renewal of certificates, the vessel complies to all regulations and class requirements of LMS. Deviations will be reported to LMS instantly.
- When a ship wants to be under classification of LMS, or the first registration of the Flag Vanuatu, the owner will do everything possible to adjust changes of the vessel before the first certificates are issued.

13. Name Signatory:

14. Place and date:

15. Signature:



## General Conditions for the survey and certification of vessels and objects

Additional conditions on this agreement are described in the articles below:

In these Terms and Conditions, this is what the following terms mean:

- A. Customer: the natural person or legal person, his (legal) representative or an authorized third party acting as such who in his name, from now on named "customer" closes an agreement with Limdal Marine Services b.v., from now on named "Limdal" or intends to do so;
- B. Task confirmation: a confirmation in writing from Limdal to Customer about the existence of the agreement;
- C. Task: the work that is described in the task confirmation;
- D. Work: organizing training, executing technical trade work, project management and interim management, performing technical inspections, safety inspections, assessment of movables and quality system checks, in the broadest meaning of the word;
- E. Hour money: the price per hour for executing the assignment;
- F. Additional work: the work outside the scope of the assignment;
- G. Reduction of work: the work within the scope of the assignment that Customer doesn't want to be executed anymore after the realization of the agreement.
- H. Customer and Limdal will hereafter also be named - together/individually - parties/party.

Where these Terms and Conditions speak about announcements in writing, this is including announcements via telefax or e-mail or "registered" mail.

### Article 1. Applicability

- 1. These arrangements apply to this project "task conformation" and to any other agreements resulting from them, and apply to all legal relationships, therefore also to relations outside the contract between the private limited company Limdal and "Customer".
- 2. Customer can only appeal to conditions different from these additional conditions if and insofar as these are explicitly accepted in writing by Limdal. The applicability of additional conditions from Customer is explicitly declined.
- 3. The Customer who once has been contracted on the basis of the present additional conditions, agrees with the application of these Additional Conditions even if later found agreements are in conflict with this agreement.
- 4. Limdal can change these additional conditions. This change or these changes will then only apply to (a) new arrangement(s) following this agreement.
- 5. Limdal does not accept additional conditions of the customer, unless it is agreed in writing.

### Article 2. Creation of agreements

- 1. Every offer, quote, bid or other indication by Limdal is without engagement.
- 2. An agreement will only be created if and insofar Limdal accepts an assignment from customer in writing or Limdal gives permission for the execution of an assignment.

### Article 3. Service by Limdal

- 1. Limdal will to best abilities and knowledge carry out the tasks assigned to it, accurately and, if applicable, in accordance with the arrangements and procedures agreed in writing with customer.
- 2. Customer will give all needed assistance for the execution of the tasks dedicated to Limdal and will provide data and facilities when requested by Limdal, in order to be able to execute the tasks resulting from the agreement that was made between the parties.
- 3. Limdal is entitled to have (a part of) the dedicated tasks be executed by third parties chosen by Limdal.

### Article 4. Confidentiality

- 1. Each party will take any reasonable precautions to keep the personal information from the other party confidential.
- 2. Limdal will to its best knowledge look after customer's interests and not in any way disclose information about operational management or received documents from customer, in reservation of Limdal being able to execute similar tasks for other customers.

### Article 5. Instructions and Obligation to Provide Information

- 1. Limdal will execute the tasks independently and at its own judgement, but will follow instructions given by Customer, if these instructions have been given in a timely manner and in Limdal's judgement can lead to a correct execution of the agreed upon tasks and will fit within the agreed upon tasks.
- 2. Limdal will only be bound by the instructions given by the for that purpose by Customer designated individuals. Customer guarantees that these individuals are competent and/or adequately authorized to make decisions and arrangements with Limdal on behalf of Customer.

### Article 6. Terms and Conditions of Delivery

- 1. All by Limdal named terms (of delivery) are stated to the best knowledge on the basis of the facts and information that were known to Limdal at the moment of providing those terms and they will be observed as much as possible. The by Limdal named terms are never seen as deadlines, unless explicitly otherwise agreed in writing.
- 2. The terms (of delivery) apply on creation of the agreement, when Limdal has the information, documents, technical and/or functional requirements and/or work areas to be provided by customer.

- 3. Limdal will not be bound to terms (of delivery) that cannot be met any more due to circumstances, happening before or after expiration of those terms, and/or when these circumstances cause the terms to be advanced. If a term threatens to be exceeded, Limdal and customer will contact each other as soon as possible.

### Article 7. Changes and additions to the agreement

- 1. Changes and additions to any conditions in an agreement can only be agreed upon in writing.
- 2. If any condition in an agreement and/or these additional conditions will be nullified or destroyed, the remaining conditions of the agreement and the additional conditions respectively will remain valid completely and parties will contact each other to agree on new conditions to replace the nullified and/or the destroyed condition(s), in which the purpose and meaning of the nullified and/or destroyed conditions will be observed as much as possible.

### Article 8. Termination of the agreement

- 1. The agreement will be terminated only when the tasks are completed by Limdal and payment by customer to Limdal has occurred.
- 2. Parties are not authorized to terminate the agreement in the meantime, unless otherwise agreed in writing.
- 3. Limdal can terminate part of the agreement or the whole agreement immediately by notifying customer in writing if customer is in a state of bankruptcy, if he will be granted - either temporarily or not - suspension of payment, if he is otherwise not able to comply with his obligations to pay or if his company is liquidated or terminated, different from for the purpose of reconstruction or merge of companies. Limdal will never because of this termination be liable for any compensation.
- 4. Limdal will issue ship reports and (full term) certificates after full payment is dealt with.

### Article 9. Liability

- 1. Limdal is indemnified from any liability as a result of responsible fault if customer shows that the damage is solely the result of that responsible fault by Limdal. Limdal is not liable for replacement of damage, i.e. compensation for the value of the omitted performance.
- 2. The compensation due by Limdal through an oversight of Limdal in case of a responsible fault in complying with the agreement will not be claimed by customer.
- 3. Apart from the cases mentioned in paragraph 1 and 2 in this article, Limdal, as well as its subordinates and third parties called in by Limdal for the execution of assigned tasks, will not be liable for any loss or damage occurred to customer, caused by or as a result of tasks executed by Limdal or by third parties in behalf of Limdal, regardless of the reason on which the act of compensation is based.
- 4. Customer indemnifies Limdal from any third party liability, including subordinates of customer, caused by or resulting from tasks executed by Limdal or by third parties on behalf of Limdal.
- 5. In case Limdal in the circumstance of an event causing damage would not by standards of reasonableness and fairness be entitled to an appeal to an exclusion of liability by means of these additional conditions or otherwise agreed, the amount for compensation will be nil 0,00 euro.
- 6. Reasonable costs made to reduce the damage, as well as reasonable costs made to ascertain the level and cause of the damage, belong to the concept of damage that, in compliance with the specifics in this article, will be applicable for compensation, all this if it is confirmed that Limdal is responsible.

### Article 10. Obligations to pay

- 1. Customer is obligated to pay Limdal in 14 (fourteen) days from the date of invoice the invoice amount, where in default of payment, customer will be held accountable immediately. From the moment of default, customer will have to pay statutory interest on the amount due.
- 2. If payment has not occurred after 30 (thirty) days from the day when the payment should have been made, customer will have to pay an additional fine of 3% per month on the amount due, on top of the statutory interest.
- 3. Customer is not authorized to balance the invoice amount due with any other amount or to postpone payment.
- 4. The actual non-legal expenses made, which will be a minimum of 15% of the claim, in connection with late payments of invoices will be payable by customer.
- 5. Reports and (full term) certificates of the inspected objects will be issued and shipped after full payment is dealt with.

### Article 11. Applicable law and disputes

- 1. Dutch law will apply to the agreement made between customer and Limdal and any possible disputes resulting from it.
- 2. All disputes between customer and Limdal resulting from the agreement or with a direct connection to the agreement, will be brought before the competent court of Haarlem the Netherlands, which also include disputes that are considered to be disputes only by one party.