



ATTESTATION

No. ITB0/OZE/20221226135252

Issued within the scope of the Bureau Veritas Marine & Offshore General Conditions
Délivrée dans le cadre des Conditions Générales de Bureau Veritas Marine & Offshore

Agreement of Diving Team for In-Water Surveys

This is to certify that:

Company: **ALESTA DALGICLIK VE SUALTI HIZ. SAN. TIC. LTD. STI.**

Company address: **KAVACIK MAH. EKINCILER CAD.
ULUER PLAZA NO:2 KAT:5-6
BEYKOZ ISTANBUL
Türkiye**

☒ . are agreed by the Society to perform in-water surveys, in lieu of periodical docking surveys on ships and mobile offshore units by diver , in presence of surveyors of the Society, within the scope of the Rules, Part A, Chapter 2 and Chapter 3 section 4.

☐ . are agreed by the Society to perform internal hull survey of compartments filled with water on ships and mobile offshore units by , in presence of surveyors of the Society, within the scope of the Rules, Part A, Chapter 2 and Chapter 3 section 4.

☐ . are agreed by the Society to perform in-water surveys, in lieu of periodical docking surveys on non-propelled units and offshore units by , in presence of surveyors of the Society, within the scope of the Rules, Part A, Chapter 2 and Chapter 3 Section 4 of NR 467 or Part A, Chapter 2, Section 8 of NR 445 as applicable.

This attestation remains valid until : 22 December 2025**

and may be renewed for a further period of 3 years, subject to satisfactory renewal audit. This agreement is given subject to maintenance of original standards and ability of this firm, together with keeping informed the Society of any change in the information originally supplied.

At: ISTANBUL on 26 December 2022

**BUREAU VERITAS
MARINE & OFFSHORE
O.CALIK**

By Order of the Secretary

** Not later than 3 years after the date of evaluation

The latest published Rules of the Bureau Veritas Marine & Offshore and the General Conditions therein are applicable.

La dernière édition des Règlements de Bureau Veritas Marine & Offshore ainsi que les conditions Générales qui y figurent sont applicables

Any person not a party to the contract pursuant to which this certificate is delivered may not assert a claim against Bureau Veritas for any liability arising out of errors or omissions which may be contained in said certificate, or for errors of judgement, fault or negligence committed by personnel of the Society or of its Agents in the establishment or issuance of this certificate, and in connection with any activities for which it may provide.

Toute personne qui n'est pas partie au contrat aux termes duquel ce document est délivré ne pourra engager la responsabilité du Bureau Veritas pour les inexactitudes ou omissions qui pourraient y être relevées ainsi que pour les erreurs de jugement, fautes ou négligences commises par le personnel de la Société ou par ses agents dans l'établissement de ce document et dans l'exécution des interventions qu'il comporte.



- 2.8 **"Parties"** means the Society and Client together.
- 2.9 **"Party"** means the Society or the Client.
- 2.10 **"Register"** means the public electronic register of ships updated regularly by the Society.
- 2.11 **"Rules"** means the Society's classification rules (available online on veristar.com), guidance notes and other documents. The Society's Rules take into account at the date of their preparation the state of currently available and proven technical minimum requirements but are not a standard or a code of construction neither a guide for maintenance, a safety handbook or a guide of professional practices, all of which are assumed to be known in detail and carefully followed at all times by the Client.
- 2.12 **"Services"** means the services set out in clauses 2.2 and 2.3 but also other services related to Classification and Certification such as, but not limited to: ship and company safety management certification, ship and port security certification, maritime labour certification, training activities, all activities and duties incidental thereto such as documentation on any supporting means, software, instrumentation, measurements, tests and trials on board. The Services are carried out by the Society according to the Rules and/or the Applicable Referential and to the Bureau Veritas' Code of Ethics. The Society shall perform the Services according to the applicable national and international standards and Industry Practice and always on the assumption that the Client is aware of such standards and Industry Practice.
- 2.13 **"Society"** means the classification society **'Bureau Veritas Marine & Offshore SAS'**, a company organized and existing under the laws of France, registered in Nanterre under number 821 131 844, or any other legal entity of Bureau Veritas Group as may be specified in the relevant contract, and whose main activities are Classification and Certification of ships or offshore units.
- 2.14 **"Services"** means the services set out in clauses 2.2 and 2.3 but also other services related to Classification and Certification such as, but not limited to: ship and company safety management certification, ship and port security certification, maritime labour certification, training activities, all activities and duties incidental thereto such as documentation on any supporting means, software, instrumentation, measurements, tests and trials on board. The Services are carried out by the Society according to the Rules and/or the Applicable Referential and to the Bureau Veritas' Code of Ethics. The Society shall perform the Services according to the applicable national and international standards and Industry Practice and always on the assumption that the Client is aware of such standards and Industry Practice.
- 2.15 **"Society"** means the classification society **'Bureau Veritas Marine & Offshore SAS'**, a company organized and existing under the laws of France, registered in Nanterre under number 821 131 844, or any other legal entity of Bureau Veritas Group as may be specified in the relevant contract, and whose main activities are Classification and Certification of ships or offshore units.
- 2.16 **"Unit"** means any ship or vessel or offshore unit or structure of any type or part of it or system whether linked to shore, river bed or sea bed or not, whether operated or located at sea or in inland waters or partly on land, including submarines, hovercrafts, drilling rigs, offshore installations of any type and of any purpose, their related and ancillary equipment, subsea or not, such as well head and pipelines, mooring legs and mooring points or otherwise as decided by the Society.
- 3. SCOPE AND PERFORMANCE**
- 3.1 Subject to the Services requested and always by reference to the Rules, and/or to the Applicable Referential, the Society shall:
- Review the construction arrangements of the Unit as shown on the documents provided by the Client;
 - conduct the Unit surveys at the place of the Unit construction;
 - class the Unit and enter the Unit's class in the Society's Register;
 - survey the Unit periodically in service to note whether the requirements for the maintenance of class are met. The Client shall inform the Society without delay of any circumstances which may cause any changes on the conducted surveys or Services.
- 3.2 The Society will not:
- declare the acceptance or commissioning of a Unit, nor its construction in conformity with its design, such activities remaining under the exclusive responsibility of the Unit's owner or builder;
 - engage in any work relating to the design, construction, production or repair checks, neither in the operation of the Unit or the Unit's trade, neither in any advisory services, and cannot be held liable on those accounts.



7.3 All claims shall be presented to the Society in writing within three (3) months of the completion of Services' performance or (if later) the date when the events which are relied on were first discovered by the Client. Any claim not so presented as defined above shall be deemed waived and absolutely time barred.

8. INDEMNITY CLAUSE

8.1 The Client shall defend, release, save, indemnify and hold harmless the Society from and against any and all claims, demands, lawsuits or actions for damages, including legal fees, for harm or loss to persons and/or property tangible, intangible or otherwise which may be brought against the Society, incidental to, arising out of or in connection with the performance of the Services (including for damages arising out of or in connection with opinions delivered according to clause 4.4 above) except for those claims caused solely and completely by the gross negligence of the Society, its officers, employees, servants, agents or subcontractors.

9. TERMINATION

9.1 The Parties shall have the right to terminate the Services (and the relevant contract) for convenience after giving the other Party thirty (30) days' written notice, and without prejudice to clause 6 above.

9.2 The Services shall be automatically and immediately terminated in the event the Client can no longer establish any form of interest in the Unit (e.g. sale, scrapping...).

9.3 The Classification granted to the concerned Unit and the previously issued Certificates shall remain valid until the date of effect of the termination notice issued, or immediately in the event of termination under clause 9.2, subject to compliance with clause 4.1 and 6 above.

9.4 In the event where, in the reasonable opinion of the Society, the Client is in breach, or is suspected to be in breach of clause 16 of the Conditions, the Society shall have the right to terminate the Services (and the relevant contracts associated) with immediate effect.

10. FORCE MAJEURE

10.1 Neither Party shall be responsible or liable for any failure to fulfil any term or provision of the Conditions if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence without the fault or negligence of the Party affected and which, by the exercise of reasonable diligence, the said Party is unable to provide against.

10.2 For the purpose of this clause, force majeure shall mean any circumstance not being within a Party's reasonable control including, but not limited to: acts of God, natural disasters, epidemics or pandemics, wars, terrorist attacks, riots, sabotages, impositions of sanctions, embargoes, nuclear, chemical or biological contaminations, laws or action taken by a government or public authority, quotas or prohibition, expropriations, destructions of the worksite, explosions, fires, accidents, any labour or trade disputes, strikes or lockouts.



16. PROFESSIONAL ETHICS

- 16.1** Each Party shall conduct all activities in compliance with all laws, statutes, rules, economic and trade sanctions (including but not limited to US sanctions and EU sanctions) and regulations applicable to such Party including but not limited to: child labour, forced labour, collective bargaining, discrimination, abuse, working hours and minimum wages, anti-bribery, anti-corruption, copyright and trademark protection, personal data protection (<https://personaldataprotection.bureauveritas.com/privacypolicy>). Each of the Parties warrants that neither it, nor its affiliates, has made or will make, with respect to the matters provided for hereunder, any offer, payment, gift or authorization of the payment of any money directly or indirectly, to or for the use or benefit of any official or employee of the government, political party, official, or candidate.
- 16.2** In addition, the Client shall act consistently with the Bureau Veritas' Code of Ethics and, when applicable, Business Partner Code of Conduct. both available at <https://group.bureauveritas.com/group/corporate-social-responsibility/operational-excellence>.