



RINA

JOB NO.
Da compilare a cura dell' Ufficio RINA <i>To be filled in by RINA Office</i>	

<input type="checkbox"/> RICHIESTA DI PRESTAZIONE	<input type="checkbox"/> CONFERMA D'ORDINE	TO RINA GROUP – UFFICIO DI
<input checked="" type="checkbox"/> ACTIVITY APPLICATION	<input type="checkbox"/> ORDER CONFIRMATION	TO RINA GROUP – OFFICE

OGGETTO DELLA RICHIESTA/OBJECT OF REQUEST			
Attività richiesta: <i>Requested activity</i>			
Ns. N. Ordine e Commessa: <i>Our Order No. and Job Order:</i>		Vs. Offerta N. <i>Your Quotation No.</i>	
Destinazione/Nave/Imbarcazione/RI <i>Intended for/Ship/RI</i>			
Luogo di visita/Survey Location			
Prezzo/Price	secondo tariffe RINA/ <i>according to RINA fees</i>	Termini di pagamento/Payment terms	30 gg. D.F. / <i>30 days I.D.</i>

INTESTATARIO FATTURA - COD. CLIENTE ACTIVITY APPLICANT – CLIENT CODE		
Ragione Sociale: <i>Name:</i>		
Indirizzo: <i>Address:</i>		
Partita IVA <i>Registration Number</i>	Telefono <i>Telephone</i>	Fax
E-mail		

INDIRIZZO FATTURA (se differente da quanto sopra) / INVOICE ADDRESS (if different from above)		
Ragione Sociale: <i>Name:</i>		
Indirizzo: <i>Address:</i>		
Partita IVA <i>Registration Number</i>	Telefono <i>Telephone</i>	Fax
E-mail		

REGIME IVA APPLICATO/V.A.T. SYSTEM IMPOSED	
(barrare dove applicabile) <i>(tick where applicable)</i>	Note e/o commenti supplementari <i>Notes and/or further comments</i>
20 %	
NI 8 BIS	
Other	

L'intestatario fattura si impegna a:

- rispettare le prescrizioni contenute nelle norme e nelle guide del RINA applicabili;
 - dare la necessaria assistenza ai tecnici del RINA nell'espletamento delle attività necessarie.
- La prestazione sarà eseguita secondo quanto previsto dai Regolamenti tecnici del RINA applicabili al rapporto contrattuale e si applicheranno le condizioni generali contenute del Preambolo ai Regolamenti che il Cliente dichiara di aver ricevuto in allegato unitamente alla presente conferma d'ordine e di accettare.

The Company in charge of invoice settlement shall:

- *comply with the requirements of the applicable RINA Rules and Guidance;*
 - *supply RINA Surveyors with the necessary assistance during their activities.*
- The activity will be carried out in compliance with "Preamble of the Rules", which general conditions are applied to this contract. The undersigned declares to have received attached to the present confirmation order the above-mentioned "Preamble to the Rules: general conditions".*

DATA: _____
DATE:

TIMBRO E FIRMA: _____
STAMP AND SIGNATURE

Ai sensi per gli effetti degli articoli 1341 e 1342 Codice Civile il Cliente accetta espressamente le clausole n. 2.1, 3.2, 3.3, 3.4, 3.5, 4.2, 4.3, 5.1, 5.2, 5.3, 6 e 7.2 del documento "Preambolo ai Regolamenti: condizioni generali" contenute nel Regolamento allegato alla presente.
The undersigned declares to have read, understood and approved the clauses No. 2.1, 3.2, 3.3, 3.4, 3.5, 4.2, 4.3, 5.1, 5.2, 5.3, 6 e 7.2 contained in "Preamble to the Rules: general conditions", which is part of the document herewith attached.

TIMBRO E FIRMA: _____
STAMP AND SIGNATURE

PREAMBLE TO THE RULES: GENERAL CONDITIONS

Definitions:

"Rules" means the Rules for the Classification of Ships whether contained herein or in other documents issued by the Society.

"Society" means RINA S.p.A.

"Surveyor" means technical staff acting on behalf of the Society in the performance of the services described in Article 1 below.

"Interested Party" means a party, other than the Society, having responsibility for the classification of the ship, such as the Owner of the ship and his representatives, or the ship builder, or the engine builder, or the supplier of parts to be tested.

"Owner" means the Registered Owner or the Disponent Owner or the Manager or any other party with the responsibility to keep the ship seaworthy, having particular regard to the provisions relating to the maintenance of class laid down in Part A, Chapter 2 of the Rules.

"Administration" means the Government of the State whose flag the ship is entitled to fly or the State under whose authority the ship is operating in the specific case.

Article 1

1.1.- RINA S.p.A. is a Society, whose purpose is the classification of vessels, sea and river units, offshore structures and craft of all kinds, collectively referred to hereafter as "ships".

The Society:

sets forth and develops Rules, Guidance Notes and other documents;

publishes the Register of Ships;

issues Certificates, Statements and Reports based on its interventions.

1.2. - RINA S.p.A. also takes part in the implementation of National Regulations as well as International Rules and Standards, by delegation from different Governments.

1.3. - RINA S.p.A. carries out Technical Assistance on request and provides special services outside the scope of classification, subject to specific terms not included in these general conditions.

Article 2

2.1.- The Rules developed by the Society endeavour to meet the state of currently available technology at the time they are published. The Society is not responsible for any inadequacy or failure of these Rules or any other relevant documents as a result of future development of techniques, which could not have been reasonably foreseen at the time of their publication.

2.2.- The Society exercises due care and skill:

- in the selection of its Surveyors

- in the performance of its services, considering the state of currently available technology at the time the services are performed.

2.3.- Surveys conducted by the Society include, but are not limited to, visual inspection and non-destructive testing.

The Society may also commission laboratory testing, under water inspection by divers and other checks carried out by and under the responsibility of qualified service suppliers.

Survey practices and procedures are selected by the Society at its sole and absolute discretion based on its experience and knowledge and according to generally accepted technical standards in the industry.

Article 3

3.1.- The class assigned to a ship reflects the discretionary opinion of the Society that the ship, given the intended use and within the relevant time frame, complies with the Rules applicable at the time the service is rendered. Entry into force and application of new Rules are dealt with in Part A, Chapter 1, Section 1, Article 2 of the Rules.

3.2. - No report, statement, notation on a plan, review, Certificate of Classification or any document or information issued or given as part of the services provided by the Society is to have any legal effect or implication other than a representation that the ship, structure, item of material, equipment or machinery or any other item covered by such document or information meets the Rules. Any such representation is issued solely for the use of the Society, its committees and clients or other duly authorised bodies and for no other purpose. The validity, application, meaning and interpretation of a Certificate of Classification, or any similar document or information issued by the Society in connection with or in furtherance of the performance of its services, is governed by the Rules of the Society, which remains the sole arbiter, at its absolute discretion.

Any disagreement on technical matters between the Interested Party and the Surveyor in the carrying out of his functions is to be raised in writing as soon as possible with the Society, which will settle any divergence of opinion or dispute.

3.3. - The classification of a ship, or the issuance of a certificate in relation to or in furtherance of the classification of a ship or the performance of services by the Society is to have the validity conferred upon it by the Rules of the Society at the time of the assignment of class or issuance of the certificate and in no case is to amount to a representation, statement or warranty of seaworthiness, structural integrity, quality or fitness for a particular purpose or service of any ship, structure, material, equipment or machinery surveyed by the Society.

3.4. - Any document issued by the Society in relation to its interventions reflects the condition of the ship at the time of the survey.

3.5. - The Rules, surveys performed, reports, certificates and other documents issued by the Society are in no way intended to replace the duties and responsibilities of other parties such as Governments, designers, ship builders, manufacturers, repairers, suppliers, contractors or sub-contractors, Owners or operators and underwriters. They do not relieve such parties from any warranty or responsibility or other contractual obligations expressed or implied or from any liability whatsoever, nor do they confer on such other parties any right, claim or cause of action against the Society.

In particular, the above-mentioned activities of the Society do not relieve the Owner of his duty to ensure the proper maintenance of the ship at all times.

In no case, therefore, will the Society assume the obligations incumbent upon the above-mentioned parties, even when it is consulted in connection with inquiries concerning matters not covered by its Rules or other documents.

Insofar as they are not provided for in the Preamble, the duties and responsibilities of the Owner and Interested Parties with respect to the services rendered by the Society are outlined in Part A, Chapter 1, Section 1, Article 3.

Article 4

4.1. - Any request for any service of the Society is to be submitted in writing and signed by or on behalf of the Interested Party. Such request will be considered irrevocable as soon as it is received by the Society and will entail acceptance by the applicant of all relevant requirements of the Rules, including the Preamble.

Upon acceptance of the written request by the Society, a contract between the Society and the Interested Party is stipulated.

4.2. - Any service of the Society, of whatever nature, even if not concluded for any cause whatsoever, will imply the obligation of the Interested Party, jointly with the person applying for the service, to pay fees upon receipt of the invoice and to reimburse the expenses incurred. Interests may be demanded in the event of late payment.

4.3.- The contract may be terminated at the request of either party subject to 30 days' notice to be given in writing. Failure to pay the fees required for services carried out by the Society which fall within the scope of the above-mentioned contract will entitle the Society to terminate the contract.

Unless decided otherwise by the Society, termination of the contract implies that the assignment of class to a ship is withheld or, if already assigned, that it is suspended or withdrawn.

Article 5

5.1.- In providing the services mentioned in Article 1 above, as well as other information or advice, neither the Society nor any of its servants or agents warrants the accuracy of any information or advice supplied. Furthermore, all express and implied warranties are specifically disclaimed.

Except as provided for in paragraph 5.2 below, and also in the case of surveys carried out by delegation of Governments, neither the Society nor any of its servants or agents will be liable for any loss, damage or expense of whatever nature sustained by any person, in tort or in contract, due to any act or omission of whatever nature, whether or not negligent, and howsoever caused.

5.2. - Notwithstanding the provisions in paragraph 5.1 above, should any user of the Society's services prove that he has suffered a loss or damage due to any negligent act or omission of the Society, its servants or agents, then the Society will pay compensation to such person for his proved loss, up to, but not exceeding, five times the amount of the fee - if any - charged by the Society for the specific service, information or advice or, if no fee is charged, a maximum of 10 thousand Euro.

Where the fees are related to a number of services, the amount of fees will be apportioned for the purpose of the calculation of the maximum compensation, by reference to the estimated time involved in the performance of each service.

Any liability for consequential damages is specifically excluded.

In any case, irrespective of the amount of the fees, the maximum damages payable by the Society will be not more than 1 million Euro.

Payment of compensation under this paragraph will not entail any admission of responsibility and/or liability by the Society and will be made without prejudice to the disclaimer clause contained in paragraph 5.1 above.

5.3. - Any claim for loss or damages of whatever nature by virtue of the provisions set forth herein is to be made in writing, and notice is to be provided to the Society within THREE MONTHS of the date on which the services were first supplied or the damages first discovered. Failure to provide such notice within the time set forth herein will constitute an absolute bar to the pursuit of such claim against the Society.

Article 6

6.1.- Any dispute arising from or in connection with the Rules or with the services of the Society, including any issues concerning responsibility, liability or limitations of liability, will be determined in accordance with Italian Law and proceedings will be instituted in or transferred to the Court of Genoa, Italy, which will have exclusive jurisdiction to hear and settle any such dispute.

Article 7

7.1.- All plans, specifications, documents and information provided to, issued by, or made known to the Society, in connection with the performance of its services, will be treated as confidential and will not be made available to any other party without authorisation of the Interested Party, except as provided for or required by any applicable international, European or domestic legislation, IACS Code of Ethics, Charter or other IACS rules, enforceable Court order or injunction.

Information about the classification and statutory certification status, including transfer, changes, suspensions, with drawals of class, recommendations/conditions of class, operating conditions or restrictions issued against classed ships and other related information, as may be required, may be published on the website or released by other means, without the prior consent of the Interested Party.

7.2. - In the event of transfer of class and addition of a second class or withdrawal from a double/dual class, the Interested Party undertakes to provide or to permit the Society to provide the other Classification Society with all building plans and drawings, certificates, documents and information relevant to the classed unit, including its history file, as the other Classification Society may require for the purpose of classification in compliance with IACS Procedure PR 1A, as amended, and applicable legislation.

It is the Owner's duty to ensure that, whenever required, the consent of the builder is obtained with regard to the provision of plans and drawings to the new Society, either by way of appropriate stipulation in the building contract or by other agreement.

Article 8

8.1. - Should any part of this Preamble be declared invalid, this will not affect the validity of the remaining provisions.

8.2. - In the event of doubts concerning the interpretation of this Preamble, the Italian text will prevail.