

**RULES
FOR THE CLASSIFICATION OF
SHIPS**

Part 1 – GENERAL REQUIREMENTS
July 2024

CROATIAN REGISTER OF SHIPPING

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By the decision of the General Committee of Croatian Register of Shipping,

RULES FOR THE CLASSIFICATION OF SHIPS
Part 1 – GENERAL REQUIREMENTS

have been adopted on 21st June 2024 and shall enter into force on 1st July 2024

GENERAL TERMS AND CONDITIONS

(March 2022)

Article 1 GENERAL

1.1 CROATIAN REGISTER OF SHIPPING (hereinafter: the *Register*) shall at all times remain an independent contractor and neither the *Register* nor any of its officers, surveyors, auditors, inspectors, agents, appointers, officers or managers shall act as an employee, servant or agent of any other party in the performance of the Services rendered by the *Register*.

1.2 The *Register* acts as a service provider. The Services provided by the *Register* cannot be construed as a commitment by the *Register* to achieve any result or as a warranty.

1.3 The provision of Services is subject to these General Terms and Conditions. No other terms and conditions shall apply, either expressly or by implication, unless expressly agreed in writing between the Parties.

1.4 These General Terms and Conditions shall be incorporated into, or referred to in any Contract and shall prevail over and exclude any other terms and conditions that the Client may wish to impose.

Any amendments to and/or deviations from these General Terms and Conditions, as well as any additional terms and conditions of the Client, shall be binding or valid only if set forth in writing and duly signed by the authorised representatives of both Parties.

1.5 The invalidity of one or more provisions of these General Terms and Conditions shall not affect the remaining provisions.

1.6 The Client acknowledges that the latest version of these General terms and Conditions and the latest version of applicable Rules apply to the Services provided by the *Register*.

1.7 Definitions in these General Terms and Conditions take precedence over other definitions that may appear in other documents issued by the *Register*.

1.8 The Client should at all times be aware of the provisions of these General Terms and Conditions, as they may be further amended, with their latest up to date version available on the web site of the *Register*.

Article 2 DEFINITIONS

2.1 **Certificate** means either a class certificate or statutory certificate, statement, attestation, statement of compliance, and a report following the Services provided by the *Register*.

2.2 **Certification** means the activity of certification in application of international and national standards and international industry practice provided by the *Register*.

Certification is an appraisal given by the *Register* to the Client and cannot be construed as an implied or express warranty of safety, fitness for purpose, seaworthiness of the vessel or its value for sale, insurance or chartering.

The purpose of Certification is to provide classification and statutory services and assistance to the maritime industry, Flag State Administrations, and regulatory authorities relating to maritime safety and pollution prevention.

2.3 **Classification** includes all activities and Services provided by the *Register* in accordance with the Rules. Classification may or may not be accompanied by the issuance of a Certificate of class with reference to the Rules.

Certificate of class is valid only if issued by the *Register*.

However, Certificate of class should not be construed as a guarantee of the safety, fitness for purpose or seaworthiness of the vessel. It is merely an attestation that the vessel complies with the Rules developed and published by the *Register*.

In addition, the *Register* is not a guarantee of the safety of life or property at sea or the seaworthiness of a vessel because, although the classification of a vessel is based on the assumption that the vessel will be properly loaded, operated, and maintained by competent and qualified personnel, the *Register* has no control over how a vessel is operated and maintained between the periodic surveys it conducts.

2.4 **Statutory certification** means certification made by the *Register* on behalf of the Flag State Administrations when and to the extent that the *Register* has been authorised to do so by the respective Flag State.

Statutory certification and services include the assessment of vessels registered by the Flag State and/or ship management companies to determine whether such ships/companies comply with the applicable requirements of international conventions, codes and national legislation, and the issuance of, or assistance in the issuance of, the appropriate certificates and documents.

Statutory certification includes, but is not limited to, certification, survey, and issuance of statutory certificates on behalf of the Flag State.

In cases where the *Register* acts on behalf of Flag State Administrations, the *Register* shall follow guidance issued by IMO (Resolutions, Circulars, etc.) or by IACS through Unified Interpretations (UI), unless otherwise directed by the Flag State.

2.5 **Client** means the shipowner, company, shipyard and/or party requesting Services or taking ownership of a classed vessel. In cases where shipowners have authorized another party to operate the vessel on their behalf, that party shall be considered as the company.

In addition to the above the Client means the person and/or entity that has requested Services from the *Register* and that has entered into a Contract or an agreement for Services with the *Register*.

2.6 **Parties** means the *Register* and Client together.

2.7 **Party** means the *Register* or the Client.

2.8 **Contract** means the contract in the form of a written agreement between the Client and the *Register* requesting Services, including these General Terms and Conditions and the Rules.

The provisions related to the Contract in these General Terms and Conditions shall apply even if there is no written agreement between the Client and the *Register*.

The Client may request the *Register* in writing to make a change to the contracted Services. However, the *Register* shall not be obligated to accept or execute any such change until a written agreement has been signed with the Client regarding the compensation and the possible impact of the change on the schedule as an addendum to the originally contracted Services.

2.9 **Services** shall mean the services specified in 2.2, 2.3 and 2.4, but also other services related to certification, classification and statutory certification, such as, but not limited to: ISM Code certification, ISPS Code, MLC 2006 certification, fuel oil consumption reporting, IHM certification, approval of manufacturers and service providers, certification of materials and products, training activities, conformity assessment, and any other relevant activities such as third party inspections, testing, shore and shipboard trials.

The Services provided by the *Register* are performed on a random basis and in no case include a full inspection of all items.

The *Register* shall provide the Services in accordance with related Contract(s), the provisions of these General Terms and Conditions, Rules, the international and national standards, the international conventions, the EU Regulations, the Flag State requirements and the industry practices applicable to the particular Service and always assuming that the Client is aware of these standards and the industry practices.

When providing Services, the *Register* does not guarantee the accuracy of the information or advice provided.

In providing Services, the *Register* does not assess compliance with standards other than the Rules, international and national standards, international conventions, EU regulations, Flag State requirements and industry practice, to the extent agreed in writing or specified in the Contract.

2.10 The *Register* means the Croatian Register of Shipping, an entity organized and existing under Croatian law, which, according to the Law on the Croatian Register of Shipping (Official Gazette No. 1996/81, 2013/76 and 2020/62) and the Charter of the *Register*, is an independent, not-for-profit, but public welfare oriented, public foundation that performs tasks:

- classification of sea-going ships,
- statutory certification of sea-going ships on behalf of the Flag State Administrations,
- classification of inland navigation vessels,
- statutory certification of inland navigation vessels,
- statutory certification of recreational crafts,
- certification of materials and products,
- conformity assessment of recreational crafts,
- conformity assessment of marine equipment,
- conformity assessment of pressure vessels,
- certification/registration of quality management systems.

2.11 **Vessel** means a ship, vessel, unit or offshore structure of any kind, whether or not connected to the shore or sea/river bed, located at sea or in inland waters and intended for transportation or special operations on the water, as decided by the *Register*.

2.12 **Rules** means the Rules for the classification, guidelines, instructions, or other documented evidence of the *Register* related to the Services provided.

The competent interpretation of the requirements specified in the Rules or other regulations published by the *Register* shall be the exclusive responsibility of the *Register's* Head Office, notwithstanding any possible different interpretations by other parties.

In cases where the Rules do not contain detailed requirements, the specific approval by the *Register* shall be based on the principles of the Rules and shall ensure a safety standard equivalent to that of the Rules.

Article 3 RESPONSIBILITIES

3.1 It is the Client's responsibility to ensure that all surveys required for vessel's class maintenance are conducted in a timely manner and in accordance with the Rules.

3.2 The *Register* may suspend or withdraw the vessel's existing Certificate of class in the event of serious deficiencies and replace it with a new Certificate of class with a shortened period of validity during which the deficiencies are to be rectified.

In addition, the *Register* shall suspend or withdraw a vessel's Certificate of class if the deficiencies are of such a magnitude as to endanger the class of the vessel, its safety and integrity, the safety of the crew, passengers, or the marine environment, and shall require that the vessel is to be inspected at the first port of call where the necessary repairs are to be carried out.

3.3 The Client should inform the *Register*:

- (i) in the event of a change in the intended use of a vessel, a conversion and alteration of the hull, machinery installations and other equipment affecting the Class of the vessel assigned by the *Register*. Conversions and alterations must be made under the supervision of the *Register* and must comply with the requirements of the Rules and/or additional requirements of the *Register*,
- (ii) in cases where the vessel has been damaged to such an extent that the Class of the vessel is likely to be affected and the safety and integrity of the vessel is likely to be compromised. In such cases, the vessel must be surveyed at the first port of call or as further directed by the *Register*. The survey shall be to the extent deemed necessary by the *Register*, by taking into account the extent of the damage.
- (iii) in cases where class-related deficiencies and/or defects are found as a result of a Flag State inspection or Port State Control. Should the Client fail to notify the *Register* of the detention of the vessel by Port State Authorities due to class related deficiencies, the *Register* reserves the right to suspend or withdraw the Certificate of class.

3.4 The *Register* shall have full control over Certificates issued and may suspend or withdraw a Certificate at any time in its sole discretion if the Client fails to comply with the following requirements set forth in the *Rules for the Classification of Ships, Part 1 - General Requirements, Chapter 1 - General Information*, as applicable:

- (i) para. 5.3 - *Maintenance of the validity of Certificate of Class*,
- (ii) para. 5.4 - *Period of Validity*,
- (iii) para. 5.5 - *Extension of the Period of Validity*,
- (iv) para. 5.6 - *Suspension and Reinstatement of Class in the Case of Overdue Surveys*, and
- (v) para. 5.7 - *Withdrawal of Class*.

3.5 The *Register* may suspend or withdraw a Certificate at any time in its sole discretion if the Client fails to comply with the following requirements set forth in the *Rules for the Classification of Inland Navigation Vessels, Part 1 - Classification and Surveys, Chapter I - Principles of Classification*, as applicable:

- (i) para. 2.8 - *Maintenance of the Validity of the Certificate of Class*,
- (ii) para. 2.9 - *Extension of validity of the Certificate of Class*,
and following requirements set forth in the *Rules for the Classification of Inland Navigation Vessels, Part 1 - Classification and Surveys, Chapter II - Classification*, as applicable:
- (iii) para. 2.1 - *Suspension of Class*,
- (iv) para. 2.2 - *Withdrawal of Class*.

3.6 In addition to clauses 3.2, 3.4 and 3.5 of this Article, the *Register* reserves the right to terminate the Services and related Contract in the event of a breach of the provisions of these General Terms and Conditions.

3.7 If the Client fails to provide the *Register* with the required access or information at the agreed times or fails to prepare for the Service in a timely manner, the *Register* may suspend the provision of the Service until it receives the Client's instructions for access and/or the required information.

The *Register* shall not be liable for the consequences of such suspension, and the Client shall be responsible for the *Register's* additional fees and other unnecessary costs and expenses incurred by the *Register*.

3.8 The Client is obliged to perform timely payments of the invoices for provided Services. However, the *Register* may retain or withhold any Service or Certificate to the Client in the case of outstanding payments, whether mutually related or not, arising out of the entire business relationship with the Client.

Article 4 HEALTH, SAFETY AND ENVIRONMENT

4.1 Both the *Register* and the Client shall apply reasonable standards to promote safety, health, and environmental protection and to provide a safe working environment for their personnel.

4.2 The Client shall provide the *Register* with all access and information necessary for the safe and efficient performance of the requested Services as required by the Rules.

4.3 During the survey, personnel of the *Register* should have secure access to all work that directly or indirectly affects the Service.

4.4 The *Register* has the right to refuse to conduct an activity or visit an area or site if the *Register* in its sole discretion, believes that relevant risks are unacceptable or are not adequately addressed, contained, or otherwise mitigated.

Such a decision shall suspend the obligations of both Parties under the Contract without incurring any liability or penalty until the Parties agree on how to proceed.

Article 5 THIRD PARTIES AND SUBCONTRACTORS

5.1 Each specific Contract, including any Certificates issued, relates specifically to the Client, and no rights, obligations, interests, claims, benefits or Certificates issued shall extend to any third party without the prior written consent of the *Register*.

5.2 The Client shall not be entitled to grant any right to use the Certificates to any third party without the prior written consent of the *Register*.

5.3 The Client shall not without *Register's* consent, cede, assign, transfer, subcontract or deal in any manner with all or any of its rights or obligations under any Service and related Contract.

5.4 With regard to third party rights to access information and Certificates under confidentiality clause reference is to be made to Article 9.

Article 6 TAXES

6.1 Each Party shall be responsible for and shall bear all taxes, duties or similar governmental charges levied or imposed on any activity of that Party.

6.2 Prices, fees, rates, or remuneration are exclusive of any form of sales tax, value added tax, administrative fees and services tax and/or other similar taxes, including any surcharges. If any such indirect tax is or becomes applicable to the Services provided under the Contract, the Client shall be responsible for the payment of such indirect taxes.

Article 7 PAYMENT OF INVOICES

7.1 The provision of Services by the *Register*, whether complete or not, shall include payment of fees thirty (30) days after issuance of the invoice for the portion of the Services performed.

7.2 In the event that the Client fails to meet the requirements for payment in accordance with the instalments and terms of payment contained herein, the *Register* reserves the right to charge the Client with the interest rate in accordance with the applicable laws of the Republic of Croatia.

7.3 If the Client disputes an invoice or part of an invoice, the Client shall notify *Register* thereof in writing without undue delay. If no notification is received by the due date, Client shall be deemed to have accepted the invoice in full. If only part of an invoice is disputed, the undisputed amount must be paid by the due date.

Consequently, no disputes arising between the *Register* and the Client shall interfere with prompt payment of invoices by the Client. Any rights of lien or retention in favour of the Client or otherwise, are hereby excluded.

7.4 In the event of cancellation of all or part of the Services prior to their final completion, the Client shall pay all costs incurred by the *Register* on pro-rata basis for the portion of the Services provided to date. In such event, the *Register* will not claim the Client for loss of profit or reduced income. All reasonable costs directly attributable to the early termination and all amounts due to the *Register* at that time shall become immediately due and payable.

7.5 In the event of termination of the Service and related Contract, the *Register* shall be entitled to retain any payments, deposits or prepayments of fees made by the Client prior to the date of termination up to the amount to which the *Register* is entitled.

Article 8 TERMINATION

8.1 The Parties shall have the right to terminate the Services and the related Contract(s) by written notice to the other Party, and without prejudice to Article 7, in the following cases:

- (i) if the other Party commits a material breach of these General Terms and Conditions and/or the Contract and fails to rectify such breach in accordance with clause 8.4 of this Article,
- (ii) if the other Party becomes insolvent, is unable to pay its debts as they become due, or becomes subject to bankruptcy proceedings, administration, receivership, dissolution, liquidation, winding up or otherwise ceases to carry on its business; or
- (iii) for convenience, after giving the other Party thirty (30) days' prior written notice of termination.

8.2 The Classification issued for the relevant vessel and the Certificates previously issued shall remain valid until the effective date of termination or, in the event of such termination, immediately, subject to compliance with Article 3 and Article 7.

8.3 If, in the reasonable opinion of the *Register*, the Client breaches or is suspected of breaching Article 14 or Article 15, the *Register* shall have the right to terminate the Service and related Contract with immediate effect.

8.4 Notwithstanding the provisions of clause 8.1 of this Article, the Party intending to terminate Services for non-compliance or breach of the provisions of these General Terms and Conditions shall notify the other Party of the non-compliance or violation of the provisions of these General Terms and Conditions and set a reasonable deadline of 15 (fifteen) days for the other Party to remedy the breaches of the provisions of these General Terms and Conditions.

If the Party fails to remedy the breaches of the provisions of these General Terms and Conditions within the aforementioned period, the other Party shall have the right to terminate Services without further notice.

8.5 Termination of the Service and related Contract pursuant to the provisions of these General Terms and Conditions shall not give either Party the right to claim any additional compensation, indemnity or reimbursement from the other Party as a result of such termination, but such termination shall not affect any rights or remedies available to a Party at the time the termination becomes effective or any obligations or liabilities incurred by a Party.

Article 9 CONFIDENTIALITY

9.1 The Parties agree to keep confidential all facts, data, information, etc. related to the other Party's business that they have learned in the course of providing Services. Such information and data shall not be disclosed by the Parties to any third party and shall not be used or misused to the detriment of the other Party.

9.2 The *Register* will keep confidential any data, plans or other technical information received from the Client and will not disclose it to any third party outside the *Register*, unless authorised by the Client. This obligation shall continue to apply after termination of the Services. This obligation shall not apply to any data, plans or other technical information that was in the possession of the *Register* prior to being disclosed to the *Register* by or on behalf of the Client, or that becomes publicly available through no fault of the *Register*, or is otherwise provided to the *Register* by an independent source that is under no obligation of confidentiality to the *Register*.

9.3 Certificates issued by the *Register* to the Client as a result of the Services provided shall not be covered by the confidentiality Article.

Notwithstanding the foregoing, the Client shall be entitled to disclose any data to its affiliates involved in the transactions related to the Services or the Client's core activities.

9.4 Notwithstanding clause 9.1 and clause 9.2 of this Article, the *Register* shall have the right to disclose the Confidential Information to the following parties if required by regulations of:

- (i) authorised representatives of the Flag State Administration,
- (ii) authorised audit teams (i.e., accreditation body or EC auditors),
- (iii) the International Association of Classification Societies (IACS),
- (iv) a court of competent jurisdiction, government agency, or other relevant public authority, in accordance with applicable law, court order, or other public regulation.

9.5 The Client acknowledges that the *Register* is required to provide access to information to the EU Commission or any person acting on its behalf in accordance with applicable EU requirements and that the Client shall give the EU Commission with unrestricted access to the vessels for the purpose of inspection.

9.6 The obligations in this Article shall survive the conclusion of the Service or the termination of related Contract and shall continue for as long as the relevant information remains confidential.

Article 10 INTELLECTUAL PROPERTY

10.1 Each Party shall be the sole owner of all rights to its Intellectual Property created before or after the effective date of these General Terms and Conditions, whether or not associated with any Contract between the Parties.

10.2 The Intellectual Property developed by the *Register* for the provision of the Services, including but not limited to drawings, calculations and reports, shall remain the exclusive property of the *Register*.

Article 11 PROFESSIONAL ETHICS

11.1 Each of the Parties warrants that, with respect to the matters contemplated herein, neither it nor its affiliates has made or will make, directly or indirectly, any offer, payment, gift or authorization of money to any government official or employee, political party, public official or candidate for the benefit or advantage thereof.

11.2 In providing the Services, the *Register* shall strictly adhere to the requirements of its Code of Ethics relating to business activities.

Article 12 FORCE MAJEURE

12.1 For the purposes of these General Terms and Conditions, the term "Force Majeure" includes any event that directly or indirectly prevents the Parties from fulfilling their obligations due to events beyond their control, such as: strikes, wars, riots, piracy, civil commotion, malicious damage, pandemic, compliance with laws or government orders, rules, regulations or directives, sanctions and embargoes, accidents, defects of plants or machinery, seizures, fires, floods, storms and the like.

12.2 If either Party is prevented or delayed from performing its obligations by Force Majeure, such Party shall promptly notify the other Party in writing of the circumstances of the Force Majeure and its influence and, after such notification, shall not be liable for performance of any obligations prevented by the influence of the Force Majeure during its duration. Upon termination of the influence of the Force Majeure, the same Party should proceed with the planned activities in order to fulfil its obligations.

12.3 If one of the Parties is prevented by Force Majeure in its activities and fulfilment of its obligations and this event lasts continuously for three (3) months, the other Party shall be entitled to terminate the Service and related Contract without liability.

12.4 Neither of the Parties shall be liable for non-compliance with these General Terms and Conditions due to Force Majeure. If one of the Parties is prevented from fulfilling its obligations under these General Terms and Conditions due to Force Majeure, it shall immediately notify the other Party in writing within a reasonable period of time, stating the reasons for the Force Majeure and providing relevant evidence, if any.

Article 13 INDEMNIFICATIONS

13.1 Each Party shall indemnify the other Party against all claims arising out of the performance of the Services in respect of bodily injury, illness or death of any of its employees or other representatives and in respect of loss of or damage to the Party's property.

This provision shall apply whether or not the damage is caused or contributed to by the negligence of the other Party. Both Parties are obliged to take out separate insurances for these liabilities.

13.2 The Client shall indemnify the *Register* from and against all claims arising from the Client's violation of the provisions of these General Terms and Conditions and from the misuse of the Certificates issued by the *Register*.

13.3 The Client shall indemnify the *Register* against any financial responsibility or amounts arising from non-payment, late payment or payment of withholding taxes to the non-relevant tax authority or any other relevant governmental body.

13.4 Each Party shall notify the other Party without undue delay as soon as it becomes aware of any incident that could give rise to a claim against the other Party in respect of the Service provided and related Contract.

Article 14 ANTI-CORRUPTION

14.1 Each Party agrees that in performing its obligations under any Service, it will ensure that its affiliates, employees and/or agents, subsidiaries, subcontractors, consultants, and any other persons providing Services will:

- (i) comply with all applicable anti-bribery and anti-corruption laws (collectively, Anti-Bribery Laws) and, in particular, do not, directly or indirectly, offer, promise, grant, authorise the payment of, or confer any financial or other benefit on any public or government official:
 - to a public or governmental official to obtain or retain business with the intent to influence such official in his or her capacity as an official, if such official is not permitted or required by written law to be influenced by the offer, promise or gift; or
 - to another person with the intent to induce or reward the improper performance of a function or activity or for any other illegal purpose,
- (ii) maintain adequate systems and procedures designed to prevent activities, practises, or conduct in connection with services that would constitute an offence under an anticorruption law; and
- (iii) take reasonable steps to prevent similar acts by customers, contractors, subcontractors, agents and other third parties, persons under its control or influence.

14.2 Any failure by a Party to comply with or ensure compliance with its obligations under this Article shall, notwithstanding anything to the contrary in these General Terms and Conditions, be deemed a breach of these General Terms and Conditions which shall entitle the other Party to suspend and/or terminate the Services by notice in writing with immediate effect without further liability to the other Party except for any liability which may have arisen prior to the date of termination or suspension (as the case may be).

14.3 If a Party elects to suspend the provision of Services under these General Terms and Conditions pursuant to this Article, it shall have the sole and absolute discretion to determine:

- (i) when it will resume performance (if at all); and
- (ii) extend the period for performance of its obligations under the Services in its sole discretion.

Article 15 SANCTIONS

15.1 Each Party shall conduct all activities in compliance with all laws, statutes, rules, economic and trade sanctions (including, but not limited to, U.S. 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.

15.2 Each Party hereby represents and warrants that it is not or will not be subject to any economic or trade sanctions ("Sanctions") imposed by the United States of America, the European Union, the United Kingdom, any EU Member State, or the United Nations with respect to any country and/or by any sanction giver with respect to any company/individual.

15.3 Each Party represents and warrants that it will strictly comply with all Sanctions.

15.4 Nothing in these General Terms and Conditions shall be construed as causing or obligating either Party to act or refrain from acting in a manner inconsistent with, punishable by, or prohibited by any Sanctions.

15.5 Neither Party shall be obligated to perform any obligation arising under these Terms and Conditions (including, without limitation, the obligation to):

- (i) perform, deliver, accept, sell, purchase, pay or receive any funds to, from or through any person or entity; or
- (ii) engage in any other action whatsoever,
if doing so violates or is inconsistent with sanctions and/or recommendations of international (intergovernmental) organisations to combat the financing of terrorism and other criminal activities and/or money laundering or exposes such Party to investigation or penalties.

15.6 In the event that a Party breaches any Sanctions or the Party's Business and/or Transactions arising out of or in connection with these General Terms and Conditions breach any Sanctions or otherwise violate the recommendations of one or more international (intergovernmental) organisations for combating the financing of terrorism and other criminal activities and/or money laundering, the other Party shall be entitled to terminate these General Terms and Conditions by written notice with immediate effect without incurring any liability to the other Party, except for liabilities (if any) incurred prior to the date of termination.

Article 16 LIABILITY

16.1 The *Register* is not, and cannot be considered as, an underwriter, consulting engineer, naval architect, shipbuilder, shipowner, or ship management company, nor can it assume the obligations and responsibilities associated with such functions, although the *Register's* experience may enable it to respond to inquiries about matters not covered by its Rules, policies, instructions, or other documented evidence.

16.2 The practices and procedures of the *Register* shall be selected by the *Register* in its sole and absolute discretion based on its experience and knowledge and in accordance with generally accepted professional standards in the relevant field of classification societies.

16.3 Nothing herein contained shall release any designer, naval architect or engineer, shipbuilder or manufacturer, shipyard, vendor, supplier, contractor or subcontractor, repairer or owner, from any information, report, certificate or similar document issued in connection with the provision of Services by the *Register*, operator, manager or other person or entity from any express or implied warranty or other contractual obligation or responsibility, or from any negligent act, error or omission of any kind whatsoever, nor shall they create any right, claim or benefit for any third party.

16.4 The *Register* shall exercise due care in the selection or appointment of its surveyors and all other employees whose presence and work is necessary for the provision of the Services.

16.5 If any person or entity using the Services of the *Register* suffers any loss, damage or expense that is or is shown to have been caused by a negligent act, omission or error of the *Register's* officers, surveyors, auditors, inspectors, agents, appointees, officers or managers, or those purporting to act in the name of and on behalf of the *Register*, or a negligent inaccuracy, advice, report or evidence given by or in the name of or/and on behalf of the *Register*, then the liability of the *Register* is limited in respect of any direct or indirect claim shall be limited to an amount not exceeding five times the fee charged or to be charged by the *Register* for the relevant Service.

16.6 Any liability for consequential damages is expressly excluded.

For purposes of this clause, consequential damages include, without limitation:

- (i) indirect or consequential damages,

- (ii) loss and/or delay of production, loss of products, loss of use, loss of bargain, loss of revenue, loss of profit or anticipated profit, loss of business and business interruption, in each case directly or indirectly.

16.7 The Parties are not entitled to assign the performance of obligations under these General Terms and Conditions or parts thereof to third parties without the prior written consent of the other Party.

16.8 If during the term of the Contract, there is a transfer of function due to change of status (merger, acquisition, division, etc.), all obligations and rights under these General Terms and Conditions and associated Contract will be transferred to the legal successor of the Party concerned.

Article 17 GOVERNING LAW AND RESOLVING OF DISPUTES

17.1 These General Terms and Conditions and any dispute or claim between the Parties arising from or in connection with it, or the Services provided hereunder, will be governed and interpreted in accordance with the English law.

17.2 The Parties shall use their reasonable efforts to resolve any claim or dispute arising in relation to rendered Service by negotiations within a reasonable time.

17.3 Should the Parties fail to resolve any claim or dispute by negotiations, the dispute shall be exclusively subject to the jurisdiction of the Permanent Arbitration Court with the Croatian Chamber of Economy in Zagreb, Republic of Croatia.

17.4 The Parties agree to keep the any arbitration proceedings confidential.

17.5 Notwithstanding the above, any claim not presented within three (3) months of the completion of the particular Services, or within three (3) months of the date when the events which are relied on were first discovered by the Client, shall be deemed waived and absolutely time barred.

17.6 Any objections against the line adopted by any of the *Register's* servants in fulfilling their duties or against the conclusions reached are to be raised to the *Register* by the Party as soon as possible.

If the Party is not satisfied with the final conclusions and interpretations by the *Register* the arbitration lays upon the Commission for appeal for Classification and Statutory certification of ships, which is to be formed according to the Regulation 39 of the Charter of the *Register*.

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REVIEW OF AMENDMENTS IN RELATION TO PREVIOUS EDITION OF THE RULES

RULES FOR THE CLASSIFICATION OF SHIPS

Part 1 - GENERAL REQUIREMENTS

Chapter 1 – General information

All major changes in respect to Rules for the Classification of Ships, Part 1 – General requirements, Chapter 1 – General information, edition January 2023, as last amended by Amendments No. 1, edition July 2023 throughout the text are shaded (if any).

Items not being indicated as corrected have not been changed.

The grammar and print errors have been corrected throughout the Rules and are not subject to above indication of changes.

The subject Chapter of this part of the Rules includes the requirements of the following international Organisations:

International Association of Classification Societies (IACS):

Unified Requirements (UR):

L2 (Apr 2013, rev. 2), Z7 (rev. 29, May 2022), Z11 (May 2023, rev. 6)

Procedural Requirements (PR):

PR1B (rev. 6, Nov 2020), PR1C (May 2019, rev. 6), PR11 (Nov 2010, rev. 1), PR29 (July 2009),
PR31 (July 2014, rev. 1)

Unified Interpretations (UI):

HSC9 (corr. 1, Jan 2014), LL78 (corr. 1, Jan 2014), SC256 (June 2012), SC261 (May 2013),
MPC100 (June 2012), MPC104 (corr. 1, Jan 2014)

Chapter 1 **GENERAL INFORMATION**

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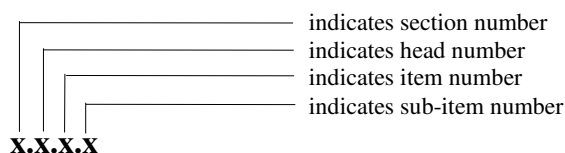
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1 THE RULES

1.1 *Rules for the classification of ships* (hereafter referred to as: the Rules) developed by the **CROATIAN REGISTER OF SHIPPING** (hereafter referred to as: the Register) are prescribing requirements for classification of ships on the basis of internationally adopted maritime standards.

1.2 The Rules are divided into parts, and exceptionally Part 1 is furthermore divided into chapters (see Figure 1.2-1).

Parts of the Rules (or Chapters for Part 1) are divided in sections, heads, items, and sub-items. For this purpose, a maximum of six-digit decimal system has been adopted throughout, e.g.:



Title numbers of Parts of the Rules (and Chapters for Part 1) are given in page headers.

The cross-referencing within the text is as follows:

- .1 If the text is in the same Part and in the same Chapter of the Rules, e.g. *see requirements in 3.4.2.1* (i.e. down to sub-item number).
- .2 If the text is in the same Part, but in different Chapter of the Rules, e.g. *see requirements as stated in the Rules for the classification of ships, Chapter 2 - Survey during construction and initial survey, 4.1* (i.e. down to head number).
- .3 If the text is in the Rules, but in another Part of the Rules, e.g. *see requirements as stated in the Rules for the classification of ships Part 25 – Metallic materials, 2.3* (i.e. down to head number).

The cross-reference for Figures, Tables and Formulas is as follows:

- .1 If the Table (Formula or Figure) is in the same Part and in the same Chapter of the Rules, e.g. *as shown in Table 3.4.2-1* (table number is composed of section number (3), head number (4), item number (2) and table number (1)).
- .2 If the Table (Formula or Figure) is in the same Part, but in different Chapter of the Rules, e.g. *as shown in the Rules for the classification of ships Chapter 1 - General information, Table 4.2.2-1*.
- .3 If the Table (Formula or Figure) is in the Rules, but in another Part of the Rules, e.g. *as shown in the Rules for the classification of ships Chapter 1 - General information, Chapter 1 – General information, 2.21-1*.

Scope of the Rules

1.3 The Rules are applicable, with no consideration of navigation area, to:

- .1 New ships.
- .2 Existing cargo ships, with no consideration of date of built if converted in passenger ships.
- .3 Existing ships, in cases of significant repairs, modifications, reconstruction or alternations of the equipment, as well as, when the purpose of the ship, navigation area or number of the passengers which the ship is allowed to carry has been changed, in extent deemed necessary by the Register considering each case separately.
- .4 Existing ships, except for those stated in 1.3.2 and 1.3.3, solely if it is explicitly specified in the Rules.
- .5 Floating units and technical floating units, in extent as deemed necessary by the Register considering each specific case separately.

1.4 The Rules are prescribing adopted standards for design, construction and maintenance related to:

- .1 Structural strength and where necessary the watertight integrity of all essential parts of hull and its appendages.
- .2 Safety and reliability of the propulsion and steering system and those features and auxiliary systems for establishing and maintaining basic conditions on board.

In addition to the above mentioned the Rules are prescribing requirements related to:

- .3 Stability.
- .4 Subdivision (additional notation).
- .5 Fire protection.
- .6 Refrigerating plant.

1.5 The Rules are not applicable to:

- .1 Mobile offshore drilling units.
- .2 Liquefied gas carriers.
- .3 Tankers for oil comprised with Condition Assessment Scheme (CAS) according to IMO Res. MEPC.94(46), as amended.

1.6 During Initial survey (first classification survey for the purpose of admission to class) of the existing ship, which has not been surveyed during construction by the Register, the following should be applied:

- .1 Requirements of the Rules of the classification society which supervised the ship during construction.
- .2 Requirements of the Rules of the losing classification society.
- .3 Requirements of the Rules of the Register which are related to existing ships.

NOTE: Apart from classification requirements, during the Initial survey of the existing ship, the Register may also verify compliance of the ship with relevant statutory requirements, if so authorized by the Flag State Administration.

1.7 Compliance with the class related requirements as stated in the Rules does not relieve the Owner (Company), or any other interested party from compliance with any statutory requirement demanded by the Flag State Administration.

In the case of fittings, appliances, details or general finish of the ship, not covered by the Rules, but specially demanded by the Owner, the *Register* does not bear any consequences for possible discrepancy of such demands with Flag State Administration statutory requirements.

Adoption of the Rules

1.8 Rules are adopted by the *General Committee* of the *Register* on the basis of the decision of the *Technical Committee*.

1.9 If not explicitly stated otherwise, the new Rules, as well as the amendments to existing Rules, shall enter into force, after they have been adopted by the *General Committee* of the *Register*, on the date indicated on the inside page of the Rules or the in the relevant Chapter of the Rules.

As a general rule, the Rules are printed either in English, or in Croatian. Notwithstanding before stated, in cases of dispute, and when the Rules are exceptionally printed both in English and Croatian, English version should have precedence and should be taken as the relevant one, while the Croatian version should be considered as a translation only.

Application of the Rules

1.10 The applicable Rules for the assignment of class to a newbuilding are those being in force at the date of contract for construction, as specified in the "Request for survey during construction" (for the definition of date of contract for construction see 5.14).

Above stated is also applicable to existing ships when undergoing major conversions, or to the altered part of the ship in the case of partial alterations.

1.11 For ships in service requirements of the Rules related to class assignment, maintenance, and withdrawal of class, are applicable from the date of their entry into force and are determined by the assigned main characters of class.

NOTE: For the purpose of the application of SOLAS and MARPOL regulations for newbuildings and ships in service refer to IMO MSC-MEPC.5/Circ.8 (*Unified interpretation of the application of regulations governed by the building contract date, the keel laying date and the delivery date for the requirements of the SOLAS and MARPOL Conventions*). For the definition date of delivery and keel laying date under SOLAS and MARPOL Conventions see 5.16 and 5.17 respectively.

Interpretation of the requirements specified in the Rules

1.12 **Rules** means the Rules for the classification, guidelines, instructions, or other documented evidence of the *Register* related to the Services provided.

The competent interpretation of the requirements specified in the Rules or other regulations published by the *Register* shall be the exclusive responsibility of the *Register's* Head Office, notwithstanding any possible different interpretations by other parties.

In cases where the Rules do not contain detailed requirements, the specific approval by the *Register* shall be based on the principles of the Rules and shall ensure a safety standard equivalent to that of the Rules.

1.13 In general, criteria of the equivalence is applicable for the requirements of the Rules and according to that, any other mode or method of surveys, examinations, calculations or production processes equivalent to those stated in the Rules may be accepted.

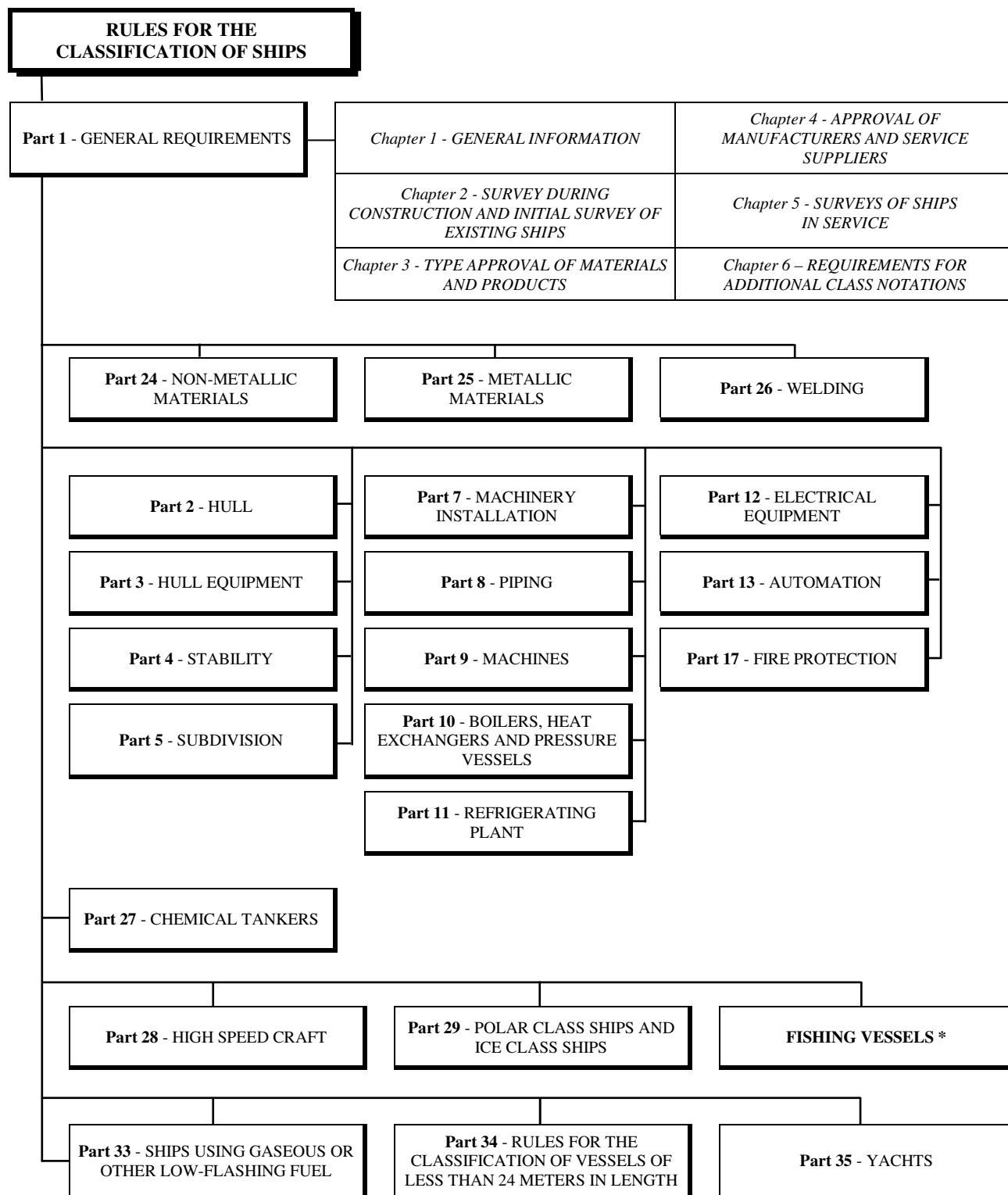
Acceptance of the above-mentioned criteria is exclusively in jurisdiction of the Head Office and its approval in some cases may be subjected to special conditions.

Objections against conclusions and interpretations of the Register

1.14 Any objections against the line adopted by any of the *Register's* servants in fulfilling their duties or against the conclusions reached are to be raised to the *Register* by the interested party as soon as possible.

If interested party is not satisfied with the final conclusions and interpretations by the *Register* the final arbitration lays upon the *Commission for appeal for classification and statutory certification of ships*, which is to be formed according to the regulation 39 of the *Charter* of the *Register*.

Figure 1.2-1
 Graphic layout of the *Rules for the classification of ships*



NOTE:

* Available only in Croatian. Until publication of subject Parts of the Rules as classification rules appropriate Chapters of the Rules for statutory certification of fishing vessels shall apply.

2 DEFINITIONS

2.1 IMO - International Maritime Organisation.

2.2 IACS - International Association of Classification Societies.

2.3 Classification - includes all activities and Services provided by the Register in accordance with the Rules. Classification may or may not be accompanied by the issuance of a Certificate of class with reference to the Rules.

Certificate of class is valid only if issued by the *Register*.

However, Certificate of class should not be construed as a guarantee of the safety, fitness for purpose or seaworthiness of the vessel. It is merely an attestation that the vessel complies with the Rules developed and published by the *Register*.

2.4 Class term - period of validity of the Certificate of class, i.e. time interval between two Renewal surveys (time interval may be up to 5 (five) years and depends upon the navigation area, building material, general condition, age, etc.).

2.5 Certificate of class - certificate which proves compliance with the requirements of the Rules. In the Certificate of class are stated all main and additional characters of class assigned by the *Register*, including descriptive notes and service restrictions, if any.

2.6 Condition of class - a requirement to the effect that specific measures, repairs, surveys, etc., are to be carried out within a specific time limit in order to retain classification.

2.7 Certification - the activity of certification in application of international and national standards and international industry practice provided by the Register.

Certification is an appraisalment given by the Register to the Client and cannot be construed as an implied or express warranty of safety, fitness for purpose, seaworthiness of the vessel or its value for sale, insurance or chartering.

The purpose of Certification is to provide classification and statutory services and assistance to the maritime industry, Flag State Administrations, and regulatory authorities relating to maritime safety and pollution prevention.

2.8 Statutory certification - means certification made by the Register on behalf of the Flag State Administrations when and to the extent that the *Register* has been authorised to do so by the respective Flag State.

Statutory certification and services include the assessment of vessels registered by the Flag State and/or ship management companies to determine whether such ships/companies comply with the applicable requirements of international conventions, codes and national legislation, and the issuance of, or assistance in the issuance of, the appropriate certificates and documents.

Statutory certification includes, but is not limited to, certification, survey, and issuance of statutory certificates on behalf of the Flag State.

In cases where the *Register* acts on behalf of Flag State Administrations, the *Register* shall follow guidance issued by IMO (Resolutions, Circulars, etc.) or by IACS

through Unified Interpretations (UI), unless otherwise directed by the Flag State.

2.9 Maritime Administration or Flag State Administration - the Administration of the Government of the State whose flag the ship is entitled to fly.

To the satisfaction of the Administration - as in various documents such interpretations are vaguely worded, the *Register* shall, when acting on behalf of a Flag State Administration, follow guidance issued by IMO (Resolutions, Circulars, etc.), or by IACS through Unified Interpretations (UI), unless Flag State Administration has instructed otherwise.

2.10 To the satisfaction of the Register - expresses the state that corresponds to the requirements of the Rules or additional requirements imposed by the *Register*.

2.11 At the discretion of the Surveyor - expresses that the opinion of the Surveyor responsible for the survey or testing shall be considered competent.

2.12 Additional requirements - requirements not provided for by the Rules but imposed by the *Register* during the survey.

2.13 Recognized classification society - classification society subject to verification of compliance with IACS QSCS, and in some cases having the agreement of cooperation with the *Register*.

2.14 Recognised organisation (RO) - organisation being authorised to act on behalf of the Flag State Administration of the Government of the State whose flag the ship is entitled to fly.

NOTE: In terms of EU regulations RO denotes the organization being recognized according to EU Regulation 391/2009 and EC Directive 2009/15/EC.

2.15 The Owner - party having requested classification or having assumed ownership of a classed ship. In cases where owners have authorised another party to operate the ship on their behalf, such party is regarded as the Company.

2.16 Product - machinery, arrangement, equipment, devices, outfit, as well as their parts and materials to which the requirements of the Rules are applicable while manufacturing.

2.17 Ship - means a ship, vessel, unit or offshore structure of any kind, whether or not connected to the shore or sea/river bed, located at sea or in inland waters and intended for transportation or special operations on the water, as decided by the *Register*.

2.18 Passenger ship - a self-propelled ship intended to carry more than 12 passengers, specially designed and equipped for that purpose.

2.19 Cargo ship - a ship intended for the transport of cargo, with or without mechanical propulsion.

2.20 Self-propelled ship - a ship with mechanical means of propulsion not requiring assistance from another ship during normal operation.

2.21 Fast ship - a ship capable of achieving maximum speed in knots equal to or exceeding:

$$7.1922 \nabla^{0.1667} \quad (2.21-1)$$

where ∇ is displacement corresponding to the design waterline in [m³], excluding vessel the hull of which is supported completely clear above the water surface in non-displacement mode by aerodynamic forces generated by ground effect.

This comprises the following:

.1 **High-speed craft (HSC)** - a craft complying with the requirements of IMO Res. MSC.36(63) or IMO Res. MSC.97(73), in their up-to-date versions and capable of achieving maximum speed in knots equal or exceeding the value calculated from the formulae 2.21-1. High speed (HSC) crafts can be divided as follows:

- **Category A craft** - a high-speed passenger craft as defined in Chapter 1, item 1.4.12 of the HSC Code,
- **Category B craft** - a high-speed passenger craft as defined in Chapter 1, item 1.4.13 of the HSC Code,
- **Cargo craft** - a high-speed craft other than passenger craft as defined in Chapter 1, item 1.4.10 of the HSC Code.

.2 **Dynamically supported craft (DSC)** - a craft complying with the requirements of IMO Res. A.373(X) as amended, i.e. a craft which is operable on or above water and which has characteristics different from conventional displacement ships. Within the aforementioned generality, a craft that complies with either of the following characteristics would be considered a dynamically supported craft:

- its weight, or significant part thereof, is balanced in one mode of operation by other than hydrostatic forces,
- craft capable of achieving maximum speed in knots equal or exceeding the value calculated from the formulae 2.21-1.

Among others, the aforementioned includes monohull or multi-hull crafts such as:

- **Hydrofoil** – a non-displacement craft which is supported above the water surface by hydrodynamic forces generated by foils.
- **Surface Effect Ship - SES** – an air-cushion vehicle whose air-cushion is partially or completely preserved by permanently immersed hard elements of the hull.

.3 **Fast craft** - a craft not being High-speed craft (HSC) or Dynamically supported craft (DSC) but capable of achieving maximum speed in knots equal or exceeding the value calculated from the formulae 2.21-1.

.4 **Air Cushion Vehicle (ACV)** - a craft such that the whole or a significant part of its weight can be supported, whether at rest or in motion, by a continuous generated cushion of air dependent for its effectiveness on the proximity of the surface over which the craft operates and compliant with the requirements of the *Rules for the classification of ships Part 28 – High-speed craft*.

NOTE: A high speed passenger ship engaged on domestic voyages means a high speed craft as defined in Reg. XI of SOLAS 74, as amended, which carries more than 12 passengers, with the exception of passenger ships engaged on domestic voyages in sea areas of Class B, C or D (according to EU Directive 2009/45/EC, as amended) when:

- their displacement corresponding to the design waterline is less than 500 m³, and
- their maximum speed, as defined in Reg. 1.4.30 of the 1994 High-Speed Craft Code (IMO Res. MSC.36(63)) and Reg. 1.4.38 of the 2000 High-Speed Craft Code (IMO Res. MSC.97(73), as amended), is less than 20 knots.

2.22 Modification or conversion on the existing ship:

- .1 which substantially alters the dimensions of the ship, or
- .2 which substantially alters carrying capacity of the ship; or
- .2 which changes the type of the ship, or which changes engine power or type of propulsion; or
- .3 the intent of which is substantially to prolong life of the ship; or
- .4 which otherwise so alters the ship that it becomes reasonable to apply requirements as if it were a new ship, or
- .6 which changes the navigation area of the ship, or
- .7 which changes the maximum allowable number of passengers on the ship.

Repair or substitution of the elements (components) with the identical elements (components) or restored with original design and scantlings is not to be considered as a modification.

NOTE: For the purpose of application of certain IMO instruments (e.g. SOLAS 74, MARPOL 73/78, ILLC 66) the term "conversion" may be defined differently than above.

2.23 Open type passenger ship - a passenger ship which is:

- .1 Not fitted with a watertight weather deck, or
- .2 Fitted with a watertight deck over the part of its length, or
- .3 Fitted with a watertight deck over the whole of its length, but the freeboard to the deck does not meet the minimum requirement for the freeboard assignment.

The following general restrictions shall apply to open type passenger ship:

- a) Classification services cannot be granted for performing international voyages.
- b) Classification services can be granted for vessels complying with the requirements of the *Rules for the classification of ships, Part 34 - Rules for the classification of vessels of less than 24 meters in length*.

- c) Classification services cannot be granted if its maximum speed is equal to or exceeding 20 knots, as defined in 1.4.38 of the *Rules for the classification of ships, Part 28 – High-speed craft*.

NOTE: Maximum speed, as defined in 1.4.38 of the *Rules for the classification of ships, Part 28 – High-speed craft* (and in Reg. 1.4.30 of the 1994 High Speed Craft Code (IMO Res. MSC.36(63)), as well as in Reg. 1.4.38 of the 2000 High Speed Craft Code (IMO Res. MSC.97(73), as amended), is "the speed achieved at the maximum continuous propulsion power for which the ship is certified at maximum operational weight and in smooth water".

2.24 Ships carrying industrial personnel – in accordance with SOLAS, Chapter XV "Safety measures for ships carrying industrial personnel", a ship which complies with IMO MSC.527(106), "International Code of Safety for Ships Carrying Industrial Personnel (IP Code)" and when carrying more than twelve (12) industrial personnel.

3 CLASSIFICATION SURVEY

Classification survey

3.1 Classification survey is comprising a set of activities during which the ship (or other floating unit) is surveyed during construction on the basis of design approval, tested before being taken into service, and surveyed regularly during its whole operational life, until it is laid-up or scrapped.

Classification covers ship's hull, machinery installations (including electrical installations) and related equipment.

The aim of the classification survey is to verify that the required Rules standards regarding maintenance of the ship, its equipment, electrical and machinery installations are applied, with a special consideration to the navigation area and service of the ship.

3.2 Structural systems and equipment determining the ship type, are subjected to examination within the scope of classification only if the type of the ship is specified in the class notation.

Nevertheless, if structural system and equipment has impact to the safety of ship itself, human life, property at sea or to sea environment, the *Register* reserves the right to extend the scope of classification survey to such items.

Certain installations may be classed separately (e.g. refrigerating installations), and therefore are subjected to classification survey also.

3.3 Activities and requirements concerning classification survey are stated in relevant Parts of the Rules.

3.4 Shipyards, manufacturers, shipowners, etc. are to provide safe access and necessary facilities for the Surveyors while performing classification survey. In addition to that, shipyards, manufacturers, shipowners, etc. are responsible for the organisation of the survey in prescribed time schedules.

3.5 In general, classification survey is performed by the Surveyors of the *Register*.

If deemed necessary and reasonable by the *Register*, performing of classification survey may be entrusted to other recognised organization (RO), in accordance with the agreement on mutual cooperation between the *Register* and that RO.

No certificates, statements, or attestations with regard to compliance of technical facts or products with the Rules of the *Register* shall be given or issued by any entity other than the *Register*.

Statement or attestation given, or certificate issued by the *Register* shall not release the Owner, Company, manufacturer, etc. from his contractual obligations towards third parties.

3.6 After the *Register* has completed the survey during construction, survey during modifications or conversions, or after completing any survey of materials or products, no alteration on the ship construction, machinery installation, equipment or other parts, to which the requirements of the Rules are applicable, is to be carried out without permission of the *Register*.

If certain arrangements or equipment of the ship are out of order, and consequently not being in use, and if they have no major influence on the safety of life, property at sea and protection of the sea environment, i.e. if such equipment not being required by the Rules, they are to be permanently removed from the ship. Exceptionally, the *Register* may not require their removal under condition that on such arrangements or equipment it is clearly posted (locally and in control room) that they are not being in use.

3.7 Classification surveys are not performed as a substitute for the Owner's, Company's or any other party own quality and safety control of the ship, or their obligations to third parties, nor to relieve them of any responsibilities for not maintaining the ship in good and seaworthy manner.

The Owner is to ensure that the condition of the ship and maintenance of its equipment is such that the ship is in any case capable for navigation with no hazards for the ship, personnel, passengers, cargo and the environment, as it is stated by the Rules.

Therefore, the Rules, classification surveys performed, reports, certificates and other documents issued by the *Register*, are in no way intended to replace or alleviate the duties and responsibilities of other parties such as actual or prospective owners or operators, charterers, brokers, cargo-owners, underwriters, Flag State Administrations, Port State Controls, designers, shipbuilders, manufacturers, repair yards or suppliers.

3.8 Classification survey of existing ships is performed on the basis of a request submitted by the Owner or his representative.

3.9 It is the responsibility of the Owner (or the Company) to ascertain the presence of his representative while surveys of existing ships are performed.

3.10 While performing surveys of existing ships, i.e. during surveys of the parts or systems of the ship, the extent of the survey may be enlarged if there are reasonable doubts as to accuracy or reliability of surveyed parts or systems, as well as in the cases of additional requirements imposed by the *Register*.

Obligations of the Owner

3.11 The Owner, Company or the Master of the ship is to notify the *Register* immediately:

- .1 When docking a ship.
- .2 In the event of a change in the intended use of a ship, a conversion and alteration of the hull, machinery installations and other equipment affecting the Class of the vessel assigned by the *Register*. Conversions and alterations must be made under the supervision of the *Register* and must comply with the requirements of the Rules and/or additional requirements of the *Register*.
- .3 In cases when parts of the ship's structure normally difficult to access are exposed, (e.g. when any part of the main or auxiliary machinery, including boilers, insulation cement or wooden ceilings, etc. is removed). These activities are to be in accordance with the requirements of the

Rules and/or additional requirements of the *Register* and under the Surveyor's supervision.

- .4 When the ship is put out of service or when the ship is laid-up.
- .5 In cases of changing the name, changing the port of registry, changing the flag or selling the ship.
- .6 In cases where the ship has been damaged to such an extent that the Class of the vessel is likely to be affected and the safety and integrity of the ship is likely to be compromised. In such cases, the ship must be surveyed at the first port of call or as further directed by the *Register*. The survey shall be to the extent deemed necessary by the *Register*, by taking into account the extent of the damage.
- .7 In cases where class-related deficiencies and/or defects are found as a result of a Flag State inspection or Port State Control. Should the Owner or the Company fail to notify the *Register* of the detention of the ship by Port State Authorities due to class related deficiencies, the *Register* reserves the right to suspend or withdraw the Certificate of class.

Confidentiality and disclosure of information

3.12 The *Register* keeps complete files on all ships classed by the *Register*.

The *Register* maintains confidentiality with respect to all documents and other kinds of information received in connection with the classification entrusted to it by the client.

The *Register* is obliged not to dispose documents or any other information concerning ship's classification to third parties without prior consent of the client. However, this shall not apply to:

- .1 the obligations the *Register* has towards the Flag State Administrations and other international organisations,
- .2 the obligations the *Register* has towards legal requirements and international conventions,
- .3 technical data of ships contained in the Register Book;
- .4 status of ship surveys and certificates, in the scope and as defined in IACS PR3 - Transparency of Classification and Statutory Information,
- .5 the obligations of the *Register* has towards the EU Commission regarding access to the information necessary for the purposes of the assessment referred to in Article 8(1) of the Regulation (EC) No. 391/2009 of the European Parliament and of the Council on common rules and standards for ship inspection and survey organisations.

Before mentioned, as far as applicable, applies to files related to approval of manufacturers, products, service suppliers or testing laboratories also.

3.13 The service of the *Register* is available to the Owner at any time when needed, in connection with reports on previously performed surveys, or commencing surveys, as well as with conditions for the classification.

3.14 After every performed survey the *Register* will send to the Owner a Report concerning conditions of class and related time limit for undertaking necessary repairs, improvements or other measures, i.e. time limit for adjusting the ship, equipment, machinery installations or other relevant arrangements and systems with the requirements of the Rules.

Spare parts

3.15 It is the Owner's responsibility to decide whether and which spare parts will be carried on board. As spare parts are outside the scope of classification, they will not be checked during classification surveys, under presumption they are kept on board, maintained in satisfactory condition, or suitably protected and lashed. However, in the case of replacement, the spare parts used are to meet the requirements of the Rules as far as practicable.

4 CLASS NOTATIONS

4.1 GENERAL PROVISIONS

4.1.1 The *Register* will assign appropriate class notation to the ship which meets the requirements of the Rules.

Class notation consists of main and additional characters of class, which are denoting the degree of reliability that ship deserves as well as ship's main particulars.

Apart from class notation the *Register* reserves the right to add special descriptive note(s), as stated but not limited to ones in the following section.

The *Register* can assign class notation related to the following:

- .1 Hull.
- .2 Machinery installation.
- .3 Refrigerating plant.

4.1.2 Class notation for hull comprises:

- .1 Main character of class, comprising:
 - a) character denoting survey during construction,
 - b) character denoting quality of hull.
- .2 Additional character of class, comprising as far as applicable:
 - a) character denoting navigation area,
 - b) character denoting ice strengthening category,
 - c) character denoting ship type,
 - d) character denoting additional characteristics.

If for instance the *Register* assigns the following class notation for hull:

★ 100A1 1 (unrestricted service) 1B Tanker for oil ESP CREST SD, main character of class is: **★ 100A1**, and additional characters of class are: **1 (unrestricted service) 1B Tanker for oil ESP CREST PW-CA SD** (for further explanation see 4.2).

4.1.3 Class notation for machinery installation comprises:

- .1 Main character of class, comprising:
 - a) character denoting survey during construction,
 - b) character denoting quality of machinery installation.
- .2 Additional character of class, comprising as far as applicable:
 - a) character denoting automation level,
 - b) characters **IGS** and **COW**.

If for instance the *Register* assigns the following class notation for machinery installation:

★ M1 AUT 1 IGS COW, main character of class is: **★ M1**, and additional characters of class are: **AUT 1 IGS COW** (for further explanation see 4.4).

NOTE: Class notation **★ 100A1** (for hull), **★ M1** (for machinery installation) and **★ R** (for refrigerating plant) are to be considered the highest class notations that might be assigned by the *Register*.

4.1.4 Class notation for refrigerating plant comprises:

- .1 Main character of class, comprising:
 - a) character denoting survey during construction.
- .2 Additional character of class, comprising as far as applicable:
 - a) character denoting ability of refrigerating plant.

If for instance the *Register* assigns the following class notation for refrigerating plant:

★ R + C, main character of class is: **★ R**, and additional characters of class are: **+ C** (for further explanation see 4.5).

4.1.5 In addition to any class notation, a descriptive note (or notes) may be added in the Certificate of class.

Descriptive note provides information regarding ship type in greater detail, special design assumptions, arrangements, or equipment, which are not covered by main class or additional characters of class.

Descriptive note is not to be considered as a class notation, but as additional information only and, in exceptional cases is subjected to the provisions related to the assignment and the maintenance of such descriptive note.

4.1.6 For the overview of additional characters of class refer to 4.6.

For the overview of the requirements for additional class notations refer to the *Rules for the classification of ships Part 1 – General requirements, Chapter 6 - Requirements for additional class notations*.

4.1.7 For vessels with rule length less than 24 meters, the *Rules for the classification of ships, Part 34 - Rules for the classification of vessels of less than 24 meters in length* should apply.

4.1.8 For yachts with rule length of 24 meters and above, the *Rules for the classification of ships, Part 35 - Yachts* should apply.

4.1.9 For cargo ships and high-speed cargo crafts carrying industrial personnel and for which a descriptive note **Carriage of Industrial Personnel** is to be assigned, refer to the *Rules for the classification of ships Part 1 – General requirements, Chapter 6 - Requirements for additional class notations*.

4.1.10 For ships complying with the requirements for cyber resilience, contracted for construction on or after 1 July 2024, and for which a descriptive note **Cyber Resilience** is to be assigned, refer to the *Rules for the classification of ships Part 1 – General requirements, Chapter 6 - Requirements for additional class notations*.

4.2 HULL

4.2.1 Main character of class for the hull denoting survey during construction and when after construction is maintained in a condition considered satisfactory by the *Register*. One of the following characters:

- ★** - is to be assigned to a ship if:
 - a) the hull has been built under survey and to the satisfaction of the *Register* in accordance with the Rules, or

- b) the hull has been built in accordance with the Rules, but under survey and to the satisfaction of another Recognized classification society,
- ★ - the hull has been built under survey, in compliance with the rules and to the satisfaction of another Recognized classification society.
- [No symbol] - if the hull has been built without survey of the Register or any other Recognized classification society no symbol is assigned.

4.2.2 Main character of class denoting quality of hull. One of the characters of class stated in 4.2.2.1 or 4.2.2.2 is to be assigned. Class term for this character of class is five years.

4.2.2.1 One of the following characters for ship whose hull is made of metallic materials is to be assigned (for other related requirements see Table 4.2.2-1):

- 100A1** - is to be assigned to a ship intended for navigation area notations **1** and **2** if general condition found by survey fully complies with requirements of the Rules.
- 100A2** - is to be assigned to a ship intended for navigation area notations **1** and **2**, but whose construction due to general condition found by survey do not comply, or do not fully comply with requirements of the Rules.
- 90A1** - is to be assigned to a ship intended for navigation area notations **3** and **4** if general condition found by survey fully complies with requirements of the Rules.
- 90A2** - is to be assigned to a ship intended for navigation area notations **3** and **4**, but whose construction due to general condition found by survey do not comply, or do not fully comply with requirements of the Rules.
- 50A1** - is to be assigned to a ship intended for navigation area notations **5**, **6**, **7** and **8** if general condition found by survey fully complies with requirements of the Rules.
- 50A2** - is to be assigned to a ship intended for navigation area notations **5**, **6**, **7** and **8**, but whose construction due to general condition found by survey do not comply, or do not fully comply with requirements of the Rules.

4.2.2.2 One of the following characters for ship having hull made of non-metallic materials (wood, fibre reinforced plastics, ferro-cement, etc.) is to be assigned (for other related requirements see Table 4.2.2-1):

- 90B1** - to a ship intended for navigation area notations **3** and **4** if general condition found by survey fully complies with requirements of the Rules.

NOTE: In some exceptional cases, for ships having **90B1** character of class assigned, navigating area notation **1** or **2** may be affixed, considering each case separately.

- 90B2** - to a ship intended for navigation area notations **3** and **4**, but whose construction due to general condition found by survey do not comply, or do not fully comply with requirements of the Rules.

- 50B1** - to a ship intended for navigation area notations **5**, **6**, **7** and **8** if general condition found by survey fully complies with requirements of the Rules.

- 50B2** - to a ship intended for navigation area notations **5**, **6**, **7** and **8**, but whose construction due to general condition found by survey do not comply, or do not fully comply with requirements of the Rules.

Additional character of class denoting navigation area

4.2.3 Additional character of class denoting navigation area is a number with corresponding textual explanation in brackets which denotes permissible navigation area of the ship.

The Register may assign appropriate character denoting navigation area for the geographical areas different from those stated below, if the Register considers that the sea conditions, distance from the nearest coast, or distance from the nearest port of refuge are equivalent to the geographical areas stated below. In that case a geographical navigation area is added to the character denoting navigation area (e.g. **3 - Red Sea**).

Also, navigation area may be additionally restricted by stating the maximum distance from the nearest harbour or safe anchorage in nautical miles, and/or by the sea state conditions, which is to be indicated in the Certificate of class.

Observance of the navigation area restrictions and sea state conditions restrictions if any, is a prerequisite for maintaining the validity of the Certificate of class.

Characters denoting navigation area are:

- .1 **1 - (unrestricted service)** - international ocean-going service navigation in all seas and waters accessible from the sea.
- .2 **2 - (great coastal service)** - international navigation during which the ship shall navigate at the distance not more than 100 nautical miles from the nearest coast, land, or island.
- .3 **3 - (short coastal service)** - international navigation during which the ship shall navigate at the distance not more than 50 nautical miles from the nearest coast, land, or island.
- .4 **4 - (coastal service)** - international navigation during which the ship shall navigate at the distance not more than 20 nautical miles from the nearest coast, land, or island.
- .5 **5 - (national service)** - navigation in territorial sea and waters accessible from the sea, during which the ship shall navigate at the distance not more than 12 nautical miles from the nearest coast, land, or island.
- .6 **6 - (national coastal service)**

NOTE: This navigation area is exclusively applicable for Croatian flagged ships.

6 - (national coastal service) - navigation in internal sea waters of the Republic of Croatia (and waters accessible from the sea) as pre-

scribed by the Maritime Code of the Republic of Croatia.

Within the time period from 1st April till 31st October this area is extended to:

- navigation within 1.5 nautical miles from the base line in direction of the economic line,
- navigation through Channel of Vis to islands of Vis and Biševo, then close to the said islands navigating at the distance not more than 1.5 nautical miles from their coasts.

- .7 **7 - (national coastal service in sheltered sea areas)** - navigation in sheltered sea area of internal sea waters and waters accessible from the sea.
- .8 **8 - (service in enclosed sea areas)** - navigation in ports, bays, river mouths and lakes.

4.2.4 Additional characters of ice class denoting ice strengthening category. Characters of class stated in 4.2.4.1 and 4.2.4.2 may be assigned.

4.2.4.1 Polar class. This character of class, as defined in 1.3.2 of the *Rules for the classification of ships, Part 29 - Polar Class Ships and Ice Class Ships*, is to be assigned to a vessel intended for independent navigation in polar waters or ice-infested waters complying with the requirements of the *Rules for the classification of ships, Part 29 - Polar Class Ships and Ice Class Ships, Section 1 to Section 7*.

- PC 1** - ships capable of year-round operation in all polar waters.
- PC 2** - ships capable of year-round operation in moderate multi-year ice conditions.
- PC 3** - ships capable of year-round operation in second-year ice which may include multiyear ice inclusions.
- PC 4** - ships capable of year-round operation in thick first-year ice which may include old ice inclusions.
- PC 5** - ships capable of year-round operation in medium first-year ice which may include old ice inclusions.
- PC 6** - ships capable of summer/autumn operation in medium first-year ice which may include old ice inclusions.
- PC 7** - ships capable of summer/autumn operation in thin first-year ice which may include old ice inclusions.

4.2.4.2 Ice class. This character of class, as defined in 1.3.3 of the *Rules for the classification of ships, Part 29 - Polar Class Ships and Ice Class Ships*, is to be assigned to a vessel complying with the requirements of the *Rules, Part 29 - Polar Class Ships and Ice Class Ships, Section 8*.

- 1AS** - ships with such structure, engine output and other properties that they are normally capable of navigating in difficult ice conditions without the assistance of icebreakers.

- 1A** - ships with such structure, engine output and other properties that they are capable of navigating in difficult ice conditions, with the assistance of ice-breakers when necessary.
- 1B** - ships with such structure, engine output and other properties that they are capable of navigating in moderate ice conditions, with the assistance of icebreakers when necessary.
- 1C** - ships with such structure, engine output and other properties that they are capable of navigating in light ice conditions, with the assistance of icebreakers when necessary.
- 1D** - ships that have a steel hull and that are structurally fit for navigation in the open sea and that, despite not being strengthened for navigation in ice, are capable of navigating in very light ice conditions with their own propulsion machinery.

Additional character of class denoting ship's type

4.2.5 One of the characters of class stated in 4.2.5.1 to 4.2.5.22 is to be assigned.

To ships with type notation **Tanker for oil, Product carrier, Chemical tanker, Bulk carrier, Ore carrier, Ore/oil carrier** or **OBO carrier** which are subjected to the requirements of the Enhanced Survey Program, as stated in the *Rules for the classification of ships, Part 1 – General requirements, Chapter 5 - Surveys of ships in service, 3, 5 and 7*, in addition to type notation the notation **ESP** shall be affixed (see also 4.2.5.5, 4.2.5.6 and 4.2.5.9). For all ships engaged in the international voyages type notation of the ship is to be entered in the Certificate of class in English.

Exceptionally, for the ships flying Croatian flag not engaged in international voyages, class notation is to be entered in Croatian (below given in brackets in bold italic).

4.2.5.1 Passenger ships

Passenger ship (*Putnički brod*) - a self-propelled ship intended to carry more than 12 passengers, specially designed and equipped for that purpose.

If a passenger ship complies with the requirements of IMO Res. A.373(X), as amended (i.e. if a ship is considered to be Dynamically supported craft), the following descriptive note is to be entered into the Certificate of class:

" Dynamically supported passenger craft "

For passenger ships complying with International Code of Safety for High-Speed Craft (HSC Code) and the requirements of the *Rules for the classification of ships, Part 28 – High-speed craft* refer to 4.2.5.11.

Ro-Ro passenger ship (*Ro-ro putnički brod*) - a passenger ship provided with additional decks in the hull for the carriage of vehicles, which embarks and disembarks on their own wheels, access to which is by side/stern/bow ramps.

4.2.5.2 General cargo ships

General cargo ship (*Brod za opći teret*) - a ship intended for the carriage of general cargo.

4.2.5.3 Ro-Ro ships

Ro-Ro cargo ship (*Ro-ro teretni brod*) - a ship specifically designed for the carriage of vehicles, which embarks and disembarks on their own wheels, and/or goods on

pallets or in containers which can be loaded or unloaded by means of wheeled vehicles.

4.2.5.4 Multipurpose ships

Multipurpose ship is a ship specifically designed and equipped for carriage of different kinds of cargo such as general cargo, containers, cars, bulk cargo, etc. Assigned character of class depends on combination of ship's purposes (e.g. *Container ship/Ro-Ro cargo ship, Tanker for oil/Chemical tanker, Tug/Supply vessel*).

4.2.5.5 Bulk carriers

Bulk carrier (*Brod za rasuti teret*) – for the description of this ship type notation see 4.3.2.2.1.

For bulk carriers contracted for new construction on or after 1st July 2003, having a length of 150 m or above, and additionally complying with the *Rules for the classification of ships, Part 2 - Hull, 17.4.6* the following additional characters of class may be affixed, depending on the loading conditions, filling ratios of the cargo holds, etc.:

BC-A - for bulk carriers designed to carry dry bulk cargoes of cargo density of 1.0 t/m³ and above with specified holds empty at maximum draught in addition to **BC-B** conditions.

BC-B - for bulk carriers designed to carry dry bulk cargoes of cargo density of 1.0 t/m³ and above with all cargo holds loaded in addition to **BC-C** conditions.

BC-C - for bulk carriers designed to carry dry bulk cargoes of cargo density less than 1.0 t/m³.

Depending on the limitations to be observed during operation, as a consequence of the design loading conditions applied during the design phase, the following additional characters of class may be affixed:

{no MP} - for bulk carrier having additional characters of class **BC-A**, **BC-B** and **BC-C** when the vessel has not been designed for loading and unloading in multiple ports in accordance with the conditions specified in *Rules, Part 2 - Hull, 17.4.6*.

{maximum cargo density ... t/m³} - for bulk carrier having additional characters of class **BC-A** and **BC-B** if the maximum cargo density is less than 3.0 t/m³.

{holds a, b, ... may be empty} - allowed combination of empty holds for bulk carrier having additional character of class **BC-A**.

GRAB [X] - additional character of class for bulk carriers having one of the additional characters of class **BC-A** or **BC-B** and unladen grabs weight **X** equal to or greater than 20 tons. For these ships the requirements for this character of class are specified in *Rules, Part 2 - Hull, 17*. For all other ships this additional character of class is not mandatory.

CSR - additional character of class to be assigned to bulk carrier complying with IACS Common Structural Rules.

SELF-UNLOADERS - additional character of class to be assigned to bulk carrier which are constructed generally with single deck, double bottom, hopper side tanks and topside tanks and with single or double side skin construction in cargo length area and intended to carry and self-unload dry cargoes in bulk (see 4.3.2.2.2).

NOTE: Alternatively, for some existing bulk carriers, already classed by the *Register* and complying with IACS Common Structural Rules,

as an equivalent, and instead of **CSR** character of class, the following descriptive note may be entered into the Certificate of class:

" Ship compliant with IACS Common Structural Rules (CSR) "

Ore carrier (*Brod za rudaču*) - see 4.3.2.3.1.

Self-Unloading Bulk Carrier - a ship intended to carry and self-unload dry cargoes in bulk.

4.2.5.6 Combination carriers

Combination carrier - see 4.3.2.4.1. This term comprises:

Ore/oil carrier (*Brod za rudaču / ulje*) - see 4.3.2.4.2.

OBO carrier (*Brod za ulje / rasuti teret / rudaču*) - see 4.3.2.4.3.

4.2.5.7 Container ships

Container ship (*Kontejnerski brod*) - a ship specially designed and equipped with the appropriate facilities for the carriage of containers.

4.2.5.8 Cement carriers

Cement carrier (*Brod za cement*) - a ship intended for the carriage of cement in bulk, with no weather deck hatches but pumping and piping arrangements for the loading and unloading of cement.

4.2.5.9 Tankers

4.2.5.9.1 Tanker for non-toxic liquid cargo (*Tanker za neškodljivi tekući teret*) - a ship intended to carry in bulk non dangerous/non-toxic liquids (such as wine, water, vegetable or animal oils, etc.).

4.2.5.9.2 Tanker for oil (*Tanker za ulje*) - see 4.3.2.1.1.

If an oil tanker is intended exclusively for carriage of liquid cargo with flash point above 60 °C (closed cup test), the following descriptive note is to be entered into the Certificate of class:

" Not intended for carriage of liquid cargo having flash point below 60 °C (closed cup test) "

NOTE: For the purpose of classification, an oil tanker is to be considered as a double hull oil tanker when it has been constructed primarily for the carriage of oil in bulk (cargoes declared in MARPOL 73/78, Annex I), having the cargo tanks protected by a double hull which extends for the entire length of the cargo area, consisting of double sides and double bottom spaces for the carriage of water ballast or void spaces.

CSR - additional character of class to be assigned to oil tanker complying with IACS Common Structural Rules.

NOTE: For existing oil tankers, already classed by the *Register* and complying with IACS Common Structural Rules, as an equivalent, and instead of **CSR** character of class, the following descriptive note may be entered into the Certificate of class:

" Ship compliant with IACS Common Structural Rules (CSR) "

4.2.5.9.3 Product carrier (*Tanker za preradevine*) - oil tanker intended for carriage of oil products, excluding crude oil.

4.2.5.9.4 Chemical tanker (*Tanker za kemikalije*) - self-propelled ship constructed generally with integral tanks and intended primarily to carry chemicals in bulk, i.e. carriage of

any liquid product listed in IBC Code (*International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk*), Chapter 17. See 4.3.2.5.1 also.

When a chemical tanker complies with the requirements of IBC Code, Chapter 2, item 2.6.1.1, the following descriptive note is to be entered into the Certificate of class:

" Chemical tanker – Type 1 "

When a chemical tanker complies with the requirements of IBC Code, Chapter 2, item 2.6.1.2, the following descriptive note is to be entered into the Certificate of class:

" Chemical tanker – Type 2 "

When a chemical tanker complies with the requirements of IBC Code, Chapter 2, item 2.6.1.3, the following descriptive note is to be entered into the Certificate of class:

" Chemical tanker – Type 3 "

4.2.5.9.5 Asphalt carrier - a self-propelled tanker for oil intended for carriage of cargo having temperature above 60 [°C], constructed with independent cargo tanks, intended only to carry asphalt (or bitumen), with maximum cargo heating temperature indicated in the Certificate of class.

In exceptional cases for asphalt carrier intended only to carry asphalt (or bitumen) as heated cargo, but in integral cargo tanks and having $GT \geq 500$, type notation **Tanker for oil** is to be affixed with **ESP** additional character of class, which means that the Enhanced Survey Programme should be applied.

Asphalt carrier intended for the carriage of cargo in independent cargo tanks is to be assigned with the additional character of class denoting ship type as **Tanker for oil**, with the following descriptive class note to be entered in the Certificate of class:

" Asphalt carrier intended for the carriage of asphalt in independent tanks (xxx °C) "

Asphalt carrier intended for the carriage of cargo in integral cargo tanks is to be assigned with the additional character of class denoting ship type as **Tanker for oil ESP**, with the following descriptive class note to be entered in the Certificate of class:

" Asphalt carrier intended for the carriage of asphalt in integral tanks (xxx °C) "

4.2.5.10 Refrigerated cargo ships

Refrigerated cargo ship (Brod za rashlađeni teret) - a ship (excluding liquefied gas carriers and fishing vessels) specially intended to carry permanently refrigerated cargoes and having fixed refrigerating installations and insulated holds.

4.2.5.11 High-speed crafts

HSC - high speed passenger or cargo craft meeting the requirements of the International Code of Safety for High-Speed Craft (HSC Code) and the *Rules for the classification of ships, Part 28 – High-speed craft*.

For high speed passenger craft full type notation should be **Passenger ship HSC**.

For high speed cargo craft full type notation should be structured by using the appropriate class notation re-

lated to the type of the cargo ship, supplemented with the **HSC** notation.

For a passenger craft defined as "Category A craft" in respect to the HSC Code, the following descriptive note is to be entered into the Certificate of class:

" High-speed passenger Category A craft "

For a passenger craft defined as "Category B craft" in respect to the HSC Code, the following descriptive note is to be entered into the Certificate of class:

" High-speed passenger Category B craft "

For a ship other than above, the type of service may be specified as a descriptive note and may be entered into the Certificate of class (e.g. **" High-speed cargo ship "**).

4.2.5.12 Tugs

Tug (Tegljač) - a ship intended and specially equipped for towing, and/or rescuing and salvage, and/or manoeuvring assistance to other ships or other floating units.

4.2.5.13 Supply vessels

Supply vessel (Brod za opskrbu) - a ship intended and specially equipped for the carriage of special or offshore personnel, and equipment to offshore installations or vessels, as well as to provide assistance in performing special activities (inspection, maintenance, and repair) to offshore installations or vessels.

For ships complying with IMO MSC.1/Circ.1580 "Guidelines for vessels and units with dynamic positioning (DP) systems", or IMO MSC/Circ.645 "Guidelines for vessels with dynamic positioning system", as applicable, the following descriptive note is to be entered into the Certificate of class:

" Ship equipped with Dynamic positioning system (DPS) "

4.2.5.14 Technical floating units

Technical floating unit is a general term comprising following types of self-propelled or non-self-propelled ships intended for performance of technical activities.

Dredger (Jaruzalo) - a ship provided with fixed arrangements and equipment for dredging the sea floor, rivers, lakes, canals or harbours, whether or not equipped with spaces for receiving dredged material.

Floating crane (Ploveća dizalica) - a ship with pontoon hull and a lifting crane, specifically arranged and equipped for lifting of heavy cargoes. If the weather deck is specially strengthened this may be intended for carrying heavy cargoes.

Self-unloading hopper barge (Samoiskrcavajuća klapeta) - a technical floating unit (usually non-self-propelled) arranged in such a way that the dredged material may be unloaded through special devices fitted on the bottom.

Split hopper barge (Klapeta s uređajem za rastvaranje dna) - a technical floating unit (usually non-self-propelled) arranged such that the dredged material may be unloaded by splitting the hull into two halves.

Dump barge (Prevrtaljaka) - a technical floating unit (usually non-self-propelled) arranged such that the dredged material may be unloaded inclining the hull.

Barge-solid bulk in cargo holds (Teglenicarasuti teret u skladištima) - a technical floating unit (usually

non-self-propelled) intended for carriage of solid bulk cargo in cargo holds.

Barge-cargo on weather deck (*Teglenica-teret na palubi*) - a technical floating unit (usually non-self-propelled) intended for carriage of cargo on weather deck.

Barge-liquid bulk cargo in cargo tanks (*Teglenica-tekući teret u tankovima*) - a technical floating unit (usually non-self-propelled) intended for carriage of liquid bulk cargo in cargo tanks.

Technical floating unit (*Tehnički plovni objekt*) - a technical floating unit (self or non-self-propelled) designed and equipped for specific purposes, found to comply with the relevant requirements of the Rules and not comprised within any of above, generally having specific features described by descriptive note(s).

4.2.5.15 Ships for lifting and handling of heavy cargoes

Crane ship (*Brod dizalica*) - a ship specially designed and equipped with a lifting crane for lifting and carriage of heavy cargoes.

4.2.5.16 Livestock carriers

Livestock carrier (*Brod za stoku*) - a ship designed for carriage of livestock in holds and platforms above the main deck divided in special compartments.

4.2.5.17 Research ships

Research ship (*Istraživački brod*) - a ship intended and specially equipped for scientific research, expeditions and surveys, carrying special personnel (persons carried on board in connection with the special purpose of that ship, or because of special work being carried aboard that ship: scientists, technicians, etc.).

NOTE: Every research ship, having $GT \geq 500$, applied for classification and for which Special Purpose Ship Safety Certificate has been issued, should comply with the provisions either of IMO Res. MSC.534(13), or IMO Res. MSC.266(84).

4.2.5.18 Training ships

Training ship (*Školski brod*) - a ship intended for the training of marine personnel gaining training and practical marine experience to develop seafaring skills suitable for a professional career at sea, and provided with special equipment and arrangements suitable for that purpose (teaching rooms, accommodation spaces for teachers and trainees, etc.).

NOTE: Every training ship, having $GT \geq 500$, applied for classification and for which Special Purpose Ship Safety Certificate has been issued, should comply with the provisions either of IMO Res. MSC.534(13), or IMO Res. MSC.266(84).

4.2.5.19 Fishing vessels

Fishing vessel (*Ribarski brod*) - a ship intended and equipped for fishing and exploiting other living resources of the sea.

4.2.5.20 Floating units

Floating units are units generally engaged in port areas or other enclosed areas, permanently moored, anchored, or based on the seabed, or wholly or partially buried below the sea floor and generally not intended for navigation. This term comprises:

Floating dock (*Plutajući dok*) - a non-self-propelled floating unit, specifically designed, permanently moored and anchored, equipped for lifting and/or launching

ships, floating units and non-self-propelled crafts, while drydocking, repairs or modifications are performed.

Floating storage (*Plutajuće skladište*) - a floating unit specifically designed and equipped, permanently moored and anchored, intended for storage of cargoes in liquid (including FPSOs), or packed form or in bulk.

Floating restaurant (*Plutajući restoran*) - a unit specifically designed and equipped, permanently moored and anchored intended for catering.

4.2.5.21 Ships used by Authorities

Ship used by Authorities (*Javni brod*) - a naval, coast guard, customs, patrol, or police ship, owned by the State or its body, intended for the coastal defence, border protection, patrolling, and immigration law-enforcement.

4.2.5.22 Yachts

Charter yacht (*Jahta za gospodarske namjene*) – recreational craft engaged in commercial use for sport or pleasure, not carrying cargo and not carrying more than 12 passengers.

Pleasure yacht (*Jahta za osobne namjene*) – recreational craft for sport or pleasure for personal non-commercial use.

Yachts intended to operate exclusively within 60 nautical from the nearest coast, land, island, with a port of refuge, or safe sheltered anchorage, the following descriptive class note to be entered in the Certificate of class:

" Short range navigation yacht "

Additional character of class denoting ship's additional characteristics

4.2.6 If applicable, one or several of the following characters are to be assigned:

BAT - **BATTERY SYSTEM**. This character is to be assigned to a ship using battery systems.

CAR - **CARRIAGE OF CARS**. This character is to be assigned to a ship specially equipped for carriage of cars but not specifically designed for this purpose (ships other than those with the assigned type notation **Ro-ro passenger ship** or **Ro-ro cargo ship**).

CON - **CARRIAGE OF CONTAINERS**. This character is to be assigned to a ship equipped for carriage of containers not specifically designed for this purpose (ships other than those with the assigned type notation **Container ship**).

CREST - **CROATIAN REGISTER OF SHIPPING EVALUATION OF STRUCTURE**. This character is to be assigned to a ship the structural condition of which is checked with 3D FEM calculation programme at design stage or after construction, according to the requirements of the *Register*. Detailed technical requirements and conditions for assignment of this character of class are contained in the CREST Guidelines of the *Register*.

ESP - **ENHANCED SURVEY PROGRAMME**. This character is to be assigned to a ship with hull subjected to enhanced survey program (applica-

ble to the following types of ships: bulk carrier, self-unloading bulk carrier, ore carrier, ore/oil carrier, OBO carrier, tanker for oil, chemical tanker and product carrier with $GT \geq 500$). For additional requirements related to this character refer to 4.3.

- EXP** - **EXPERIMENTAL HULL OR HULL EQUIPMENT.** This character is to be assigned to the ship with the hull or hull equipment constructed in accordance with design, for which sufficient experience is not available. The *Register* will decide at what intervals the required surveys will have to be carried out. If the experience over prolonged period of time has proved the efficiency of design the character **EXP** may be cancelled.
- FIR** - **FIRE FIGHTING EQUIPMENT.** This character is to be assigned to a ship equipped with appropriate firefighting equipment, which is to be approved by the *Register*, intended for firefighting operations on other vessels and harbour facilities. For specific requirements related to this character refer to the *Rules for the classification of ships, Part 17 - Fire protection*.
- GRC** - **GRAIN CARRIAGE.** This character is to be assigned to a ship which complies with the requirements of IMO Res. MSC.23(59) (*International Code for the Safe Carriage of Grain in Bulk*).
- HCS** - **HEAVY CARGO STRENGTHENED.** This character is to be assigned to a ship when all, or some cargo holds are strengthened for carriage of heavy cargoes. For additional requirements related to this character refer to the *Rules for the classification of ships, Part 2 - Hull*.
- HME** - **HOLDS MAY BE EMPTY.** This character is to be assigned to a ship when some of the cargo holds may be empty when carrying cargo (example shows the way of indication when holds 1, 3 and 5, or 2 and 4 may be empty: **HME 1,3,5/2,4**).
- IWS** - **IN-WATER SURVEY.** This character is to be assigned to a ship with a hull specially marked and equipped for in-water surveys.
- PW-CA** - **PROTECTION AT WORK AND CREW ACCOMODATION.** This character is to be assigned to a ship complying with the requirements for the protection at work and crew accommodation as stipulated in the *Rules for technical supervision of sea-going ships, Part 20 - Protection at work and crew accommodation*.
- S** - **INTACT STABILITY.** This character is to be assigned to a ship when intact stability file has been examined by the *Register*.
- SD** - **DAMAGE STABILITY.** This character is to be assigned to a ship when damage buoyancy and stability file has been examined by the *Register*.
- TOD** - **TIMBER ON DECK.** This character is to be assigned to a ship specially equipped for carriage

of timber on deck and complying with IMO Res. A.1048(27) (*Code of Safe Practice for ships Carrying Timber Deck Cargoes, 2011 (2011 TDC Code)*).

4.3 MANDATORY SHIP TYPE AND ENHANCED SURVEY PROGRAMME (ESP) NOTATIONS

4.3.1 Preamble

4.3.1.1 The regime of enhanced surveys given in the following IACS Unified Requirements (UR) (see the *Rules for the classification of ships, Part 1 – General requirements, Chapter 5 - Surveys of ships in service*, also):

- .1 UR Z10.1 - Hull surveys of oil tankers which are not double hull oil tankers;
- .2 UR Z10.2 - Hull surveys of single side skin bulk carriers ¹⁾;
- .3 UR Z10.3 - Hull surveys for chemical tankers;
- .4 UR Z10.4 - Hull surveys for double hull oil tankers;
- .5 UR 10.5 - Hull surveys for double side skin bulk carriers ¹⁾;
- .6 UR Z10.2 and/or Z10.5 - Hull surveys for ore carriers, depending on the structural configuration;
- .7 UR Z10.2 and/or Z10.5 and Z10.1 and/or Z10.4 Hull surveys for combination carriers (ore/oil and oil/bulk/ore), depending on the structural configuration;

as appropriate, are applicable to a number of ship types falling within the broad definitions of oil tankers, chemical tankers and bulk carriers contained in above listed URs.

4.3.1.2 To clearly indicate to shipowners and the users of the Register Book of the *Register* those ships which are subject to an enhanced survey programme, the following notations shall be included within the class notation assigned to all such ships, built and/or maintained in accordance with the Rules.

4.3.2 Ship type and enhanced survey programme (ESP) notations

4.3.2.1 Oil Tanker

4.3.2.1.1 The ship type notation **Tanker for oil**, or equivalent, and the notation **ESP** shall be assigned to sea going self-propelled ships ²⁾ which are constructed with **integral cargo** tanks and intended primarily to carry oil in bulk. This type notation shall be assigned to tankers of both single and double

¹⁾ For bulk carriers with hybrid cargo hold arrangements, i.e. with some cargo holds of single side skin and others of double side skin, the requirements of UR Z10.2 are to apply to cargo holds of single side skin and Z10.5 to cargo holds of double side skin.

²⁾ Self-propelled ships are ships with mechanical means of propulsion not requiring assistance from another ship during normal operation.

hull construction, as well as tankers with alternative structural arrangements, e.g. mid-deck designs. Typical midship sections are given in Figure 4.3-1 a).

NOTE: Oil tankers that do not comply with MARPOL, Reg. I/19 may be subject to International and/or National Regulations requiring phase out under MARPOL, Reg. I/20 and/or MARPOL, Reg. I/21.

4.3.2.2 Bulk Carrier

4.3.2.2.1 The ship type notation **Bulk carrier**, or equivalent, and the notation **ESP** shall be assigned to sea going self-propelled ships ²⁾ which are constructed generally with single deck, double bottom, hopper side tanks and topside tanks and with single or double side skin construction in cargo length area and intended primarily to carry dry cargoes in bulk. Typical midship sections are given in Figure 4.3-1 b).

4.3.2.2.2 The ship type notation **SELF-UNLOADERS**, or equivalent, and the notation **ESP** shall be assigned to sea going self-propelled ships ²⁾ which are constructed generally with single deck, double bottom, hopper side tanks and topside tanks and with single or double side skin construction in cargo length area and intended to carry and self-unload dry cargoes in bulk. Typical midship sections are given in Figure 4.3-1 g).

4.3.2.3 Ore Carrier

4.3.2.3.1 The ship type notation **Ore carrier**, or equivalent, and the notation **ESP** shall be assigned to sea going self-propelled ships ²⁾ which are constructed generally with single deck, two longitudinal bulkheads and a double bottom throughout the cargo length area and intended primarily to carry ore cargoes in the centre holds only. Typical midship sections are given in Figure 4.3-1 c).

4.3.2.4 Combination Carrier

4.3.2.4.1 Combination carrier is a general term applied to ships intended for the carriage of both oil and dry cargoes in bulk; these cargoes are not carried simultaneously, with the exception of oily mixture retained in slop tanks. The ship types defined in 4.3.2.4.2 and 4.3.2.4.3 below shall be considered to be combination carriers.

4.3.2.4.2 The ship type notation **Ore/oil carrier**, or equivalent, and the notation **ESP** shall be assigned to sea going self-propelled ships ²⁾ which are constructed generally with single deck, two longitudinal bulkheads and a double bottom throughout the cargo length area and intended primarily to carry ore cargoes in the centre holds or of oil cargoes in centre holds and wing tanks. Typical midship sections are given in Figure 4.3-1 d).

NOTE: Ore / oil carriers that do not comply with MARPOL, Reg. I/19 may be subject to International and/or National Regulations requiring phase out.

4.3.2.4.3 The ship type notation (Oil / Bulk / Ore) **OBO carrier**, or equivalent, and the notation **ESP** shall be assigned to sea going self-propelled ships ²⁾ which are constructed generally with single deck, double bottom, hopper side tanks and topside tanks, and with single or double side skin construction in the cargo length area, and intended primarily to carry oil or dry cargoes, including ore, in bulk. Typical midship sections are given in Figure 4.3-1 e).

NOTE: Oil / Ore / Bulk carriers that do not comply with MARPOL, Reg. I/19 may be subject to International and/or National Regulations requiring phase out.

4.3.2.5 Chemical tanker

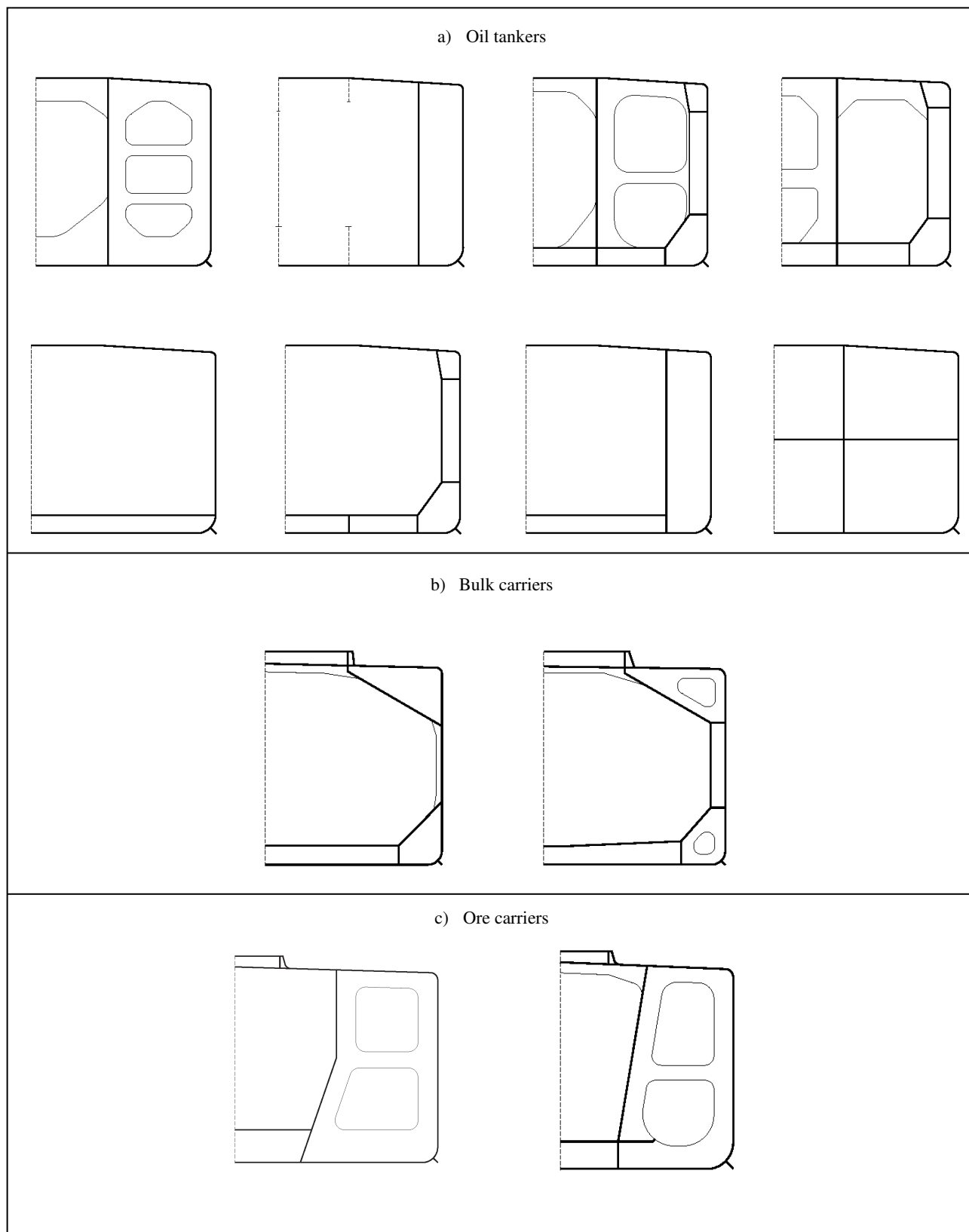
4.3.2.5.1 The ship type notation **Chemical tanker**, or equivalent, and the notation **ESP** shall be assigned to sea going self-propelled ships ²⁾ which are constructed generally with integral tanks and intended primarily to carry chemicals in bulk. This type notation shall be assigned to tankers of both single or double hull construction, as well as tankers with alternative structural arrangements. Typical midship sections are given in Figure 4.3-1 f).

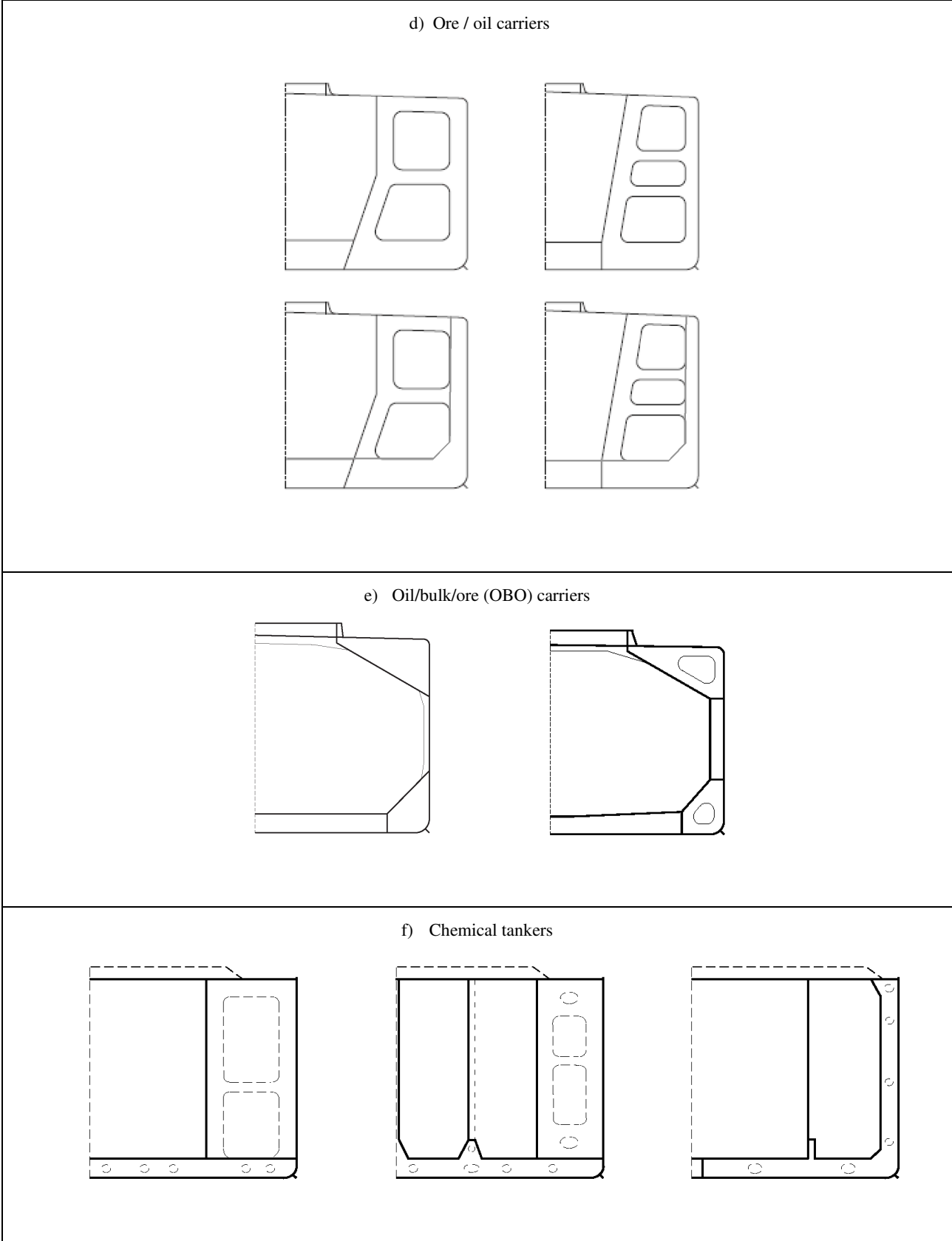
IACS UR Z11

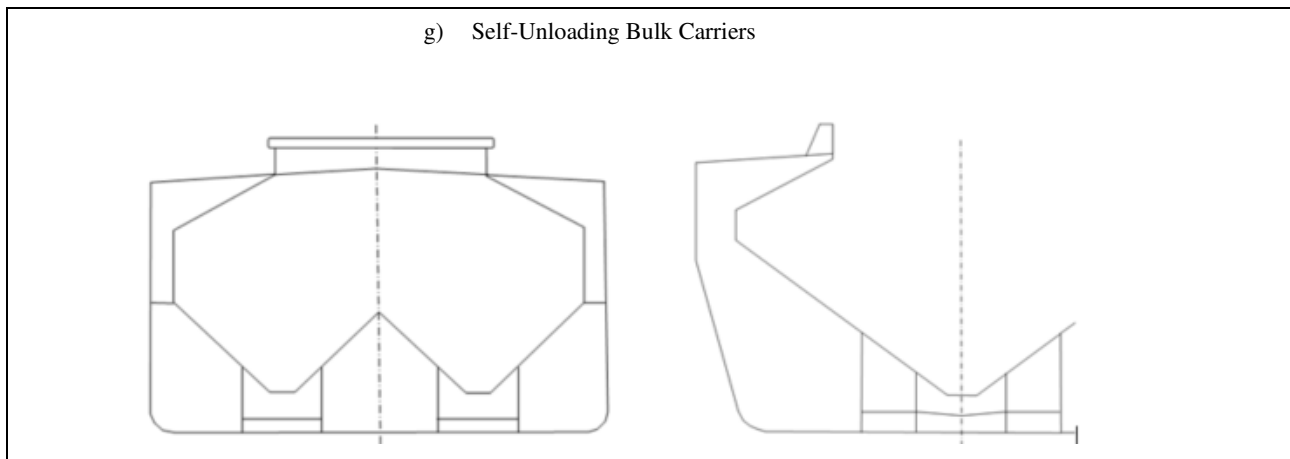
Table 4.2.2-1
Characters denoting quality of hull and relating class term

Building material of hull	Character denoting quality of hull	Class term (years)	Character denoting navigation area	Exemptions related to ship's equipment and navigation area (applicable to all ships excluding fishing vessels)
METALLIC MATERIALS	100A1	5	1 or 2	No exemptions
	100A2	5		
	90A1	5	3 or 4	Mooring and anchoring equipment is to be defined according to equipment number as defined in the <i>Rules for the classification of ships, Part 3 – Hull Equipment</i>
	90A2	5		
	50A1	5	5, (6), 7 or 8	Anchoring equipment for navigation area notations 5, (6), 7 and 8 is to be defined according to equipment number as defined in the <i>Rules for the classification of ships, Part 3 – Hull Equipment</i>
	50A2	5		
NON-METALLIC MATERIALS	90B1	5	1¹⁾, 2¹⁾, 3 or 4	Mooring and anchoring equipment is to be defined according to equipment number as defined in the <i>Rules for the classification of ships, Part 3 – Hull Equipment</i>
	90B2	5		
	50B1	5	5, (6), 7 or 8	Anchoring equipment for navigation area notations 5, (6), 7 and 8 is to be defined according to equipment number as defined in the <i>Rules for the classification of ships, Part 3 – Hull Equipment</i>
	50B2	5		
¹⁾ In some exceptional cases, for ships having 90B1 character of class assigned, navigating area 1 or 2 may be affixed, considering each case separately.				

Figure 4.3-1
Typical transverse sections for ships with ESP notation affixed







4.4 MACHINERY INSTALLATION

4.4.1 Main character of class for the machinery installation denoting survey during construction and when after construction is maintained in a condition considered satisfactory by the *Register*. One of the following characters:

- ★ - is assigned to a ship if:
 - a) the machinery installation has been built under survey and to the satisfaction of the *Register* in accordance with the Rules, or
 - b) the machinery installation has been built in accordance with the Rules, but under survey and to the satisfaction of another Recognized classification society.
- ★ - the machinery installation has been built under survey, in compliance with the rules and to the satisfaction of another Recognized classification society.

[No symbol] - the machinery installation has been built without survey of the *Register* or any other Recognized classification society.

4.4.2 Main character of class denoting quality of machinery installation. Class term for this character of class is five years. One of the following is to be assigned:

- M1** - this character of class is to be assigned to a ship if main propelling and essential auxiliary engines are fully complying with requirements of the Rules.
- M2** - this character of class is to be assigned to a ship if main propelling and essential auxiliary engines are not fully complying with requirements of the Rules.

- [No symbol] - this character of class may be assigned on the case-by-case basis subject to special consideration of the *Register*. In that case assigning of the subject class notation is utilised by accepting the manufacturer's certificates for items of propelling and essential machinery (including gearing with single input/output arrangements) and for electrical power generators, subject to the following requirements:
 - .1 Propulsion engines are to be type approved by the *Register* (or by some other Recognized classification society³⁾).
 - .2 Generators for electrical power are to be type approved by the *Register* (or by some other Recognized classification society³⁾).
 - .3 Machinery and associated systems are designed and manufactured according to the requirements of the Rules.
 - .4 Machinery and equipment is manufactured under the recognized quality system.
 - .5 Propellers, propeller shafts and multiple input/output gearboxes are excluded from above stated, i.e. will not be found acceptable if supplied with the manufacturer's certificate.

Notwithstanding above stated, assignment of [No symbol] **M2** is excluded for the following cases:

- ships intended for navigation in navigation area **1** or navigation area **2**;
- ships having GT > 300;
- passenger ships;
- ships falling under the scope of HSC Code;
- fishing vessels having length more than 24 meters and falling under the scope of EU Directive 97/70/EC, as amended.

In exceptional cases, assignment of subject character of class may be applied even if the procedure for the assignment differs from above, but however deemed acceptable by the *Register*.

³⁾ In this case the term "Recognized classification society" comprises EU RO.

[No symbol] - this character of class may be assigned to existing ship at the occasion of initial class entry in cases other than above and in the following cases:

- .1 when the propelling and essential auxiliary machinery engines have not been manufactured under the supervision of the *Register*;
- .2 when the propelling and essential auxiliary machinery engines have not been manufactured under the supervision of the Recognized classification society;

under presumption that during the survey a thorough examination of existing machinery installation has been carried out with satisfactory results.

EXP - this character of class is to be assigned to a ship whose machinery installation is constructed in accordance with design, for which sufficient experience is not available. The *Register* will decide at what intervals the required surveys will have to be carried out. If the experience over prolonged period of time has proved the efficiency of design the character **EXP** may be cancelled.

4.4.3 Additional character of class denoting automation level. If applicable, one of the following is to be assigned:

AUT 1 - this character of class is to be assigned to a ship having automation level requiring unattended machinery spaces and control room.

AUT 2 - this character of class is to be assigned to a ship having automation level requiring unattended machinery spaces but requiring attended control room.

AUT 3 - this character of class is to be assigned to a ship having total machinery power output not exceeding 1500 [kW] and automation level requiring unattended machinery spaces. Notwithstanding above stated in the case of ships which are not intended for unrestricted navigation this class notation may be assigned even if total machinery power output exceeds 1500 [kW].

4.4.4 Additional characters of class **IGS** and **COW**. If applicable, one of the following is to be assigned:

IGS - this character of class is to be assigned to a ship equipped with inert gas system.
Oil tankers (**Tanker for oil** or **Product carrier**) having 20,000 tons deadweight and above intended for the carriage of liquid cargo with flash point below 60 °C (closed cup test) and all ships with crude oil washing arrangement regardless of their size shall be fitted with permanently installed inert gas system.

COW - this character of class is to be assigned to a ship equipped with crude oil washing system. Additional requirements related to the assignment of this character of class are given in the *Rules for the classification of ships, Part 1 – General requirements, Chapter 6 – Requirements for additional class notations*.

4.4.5 Additional character of class **PMON** (Propeller Shaft Condition Monitoring) is to be assigned to a vessel fitted with propeller shaft specifically arranged either with oil or with water lubricated stern tube bearings, allowing the vessel to be granted with a reduced scope for complete propeller shaft surveys.

The requirements for the assignment of this character of class are given in the *Rules for the classification of ships, Part 7 - Machinery installation*.

The requirements for the maintenance of this character of class are given in the *Rules for the classification of ships, Part 1 – General requirements, Chapter 5 - Surveys of ships in service*.

4.4.6 Additional character of class **GF** (Gas Fuelled) is to be assigned to a vessel which utilize gas or other low flash point fuels as a fuel for propulsion prime mover/auxiliary power generation arrangements and associated systems, other than ships covered by the IGC Code.

For ships with assigned **GF** additional character of class, the following additional descriptive note(s) may be assigned:

- .1 Dual fuelled, or
- .2 Gas only fuelled.

For ships for which **GF** additional character of class has not been assigned, but when parts of the systems are installed with the detailed design in addition to the generic design according to the provisions of the *Rules for the classification of ships, Part 33 – Ships using gases or other low-flashing fuel*, the following additional descriptive note(s) may be assigned:

- .3 Gas fuel ready, or
- .4 Dual fuel ready.

The requirements for the assignment of this character of class are given in the *Rules for the classification of ships, Part 33 – Ships using gases or other low-flashing fuel*.

The requirements for periodical surveys and the maintenance of this character of class are given in the *Rules for the classification of ships, Part 33 – Ships using gases or other low-flashing fuel, Annex 3*.

4.5 REFRIGERATING PLANT

4.5.1 Main character of class for the refrigerating plant denoting survey during construction and when after construction is maintained in a condition considered satisfactory by the *Register*. One of the following characters:

- ★R** - is assigned to a ship if:
 - a) the refrigerating plant has been built under survey and to the satisfaction of the *Register* in accordance with the Rules, or
 - b) the refrigerating plant has been built in accordance with the Rules, but under survey and to the satisfaction of another Recognized classification society.

★R - the refrigerating plant has been built under survey, in compliance with the rules and to the satisfaction of another Recognized classification society.

[No symbol] - the refrigerating plant has been built without survey of the *Register* or any other Recognized classification society.

4.5.2 Additional characters of class denoting ability of refrigerating plant. If applicable, one or both characters are to be assigned:

+ - this character of class is assigned to a ship having the refrigerating plant with a cooling capacity sufficient to reduce on board the temperature of non-pre-cooled cargo during a period of time, providing preservation of the cargo.

C - this character of class is assigned to a ship having the refrigerating plant with a cooling capacity sufficient to deliver pre-cooled air of the required temperature to refrigerated cargo containers during a period of time, providing preservation of the cargo.

4.5.3 For refrigerating plant a five-year class term is required.

4.6 OVERVIEW OF ADDITIONAL CHARACTERS OF CLASS

Additional class notation	Reference to the requirements of the Rules	Applicable type of the ship / Corresponding IMO Resolution / Code
BAT - <u>B</u>ATTERY SYSTEM	<i>Rules for the classification of ships, Part 1 – General requirements, Chapter 6 – Requirements for additional class notations, 2</i>	-
CAR - <u>C</u>ARRIAGE OF CARS	-	Cargo ship (SOLAS, Reg I/2(g))
CON - <u>C</u>ARRIAGE OF <u>C</u>ONTAINERS	-	Cargo ship (SOLAS, Reg I/2(g))
COW – <u>C</u>RUDE <u>O</u>IL <u>W</u>ASHING SYSTEM	<i>Rules for the classification of ships, Part 1 – General requirements, Chapter 6 – Requirements for additional class notations, 4</i>	IMO Res. A.446(XI), as amended by A.497(XII) and as further amended by A.897(21) (Revised Specifications for the Design, Operation and Control of Crude Oil Washing Systems)
CREST - <u>C</u>ROATIAN <u>R</u>EGISTER OF SHIPPING <u>E</u>VALUATION OF <u>S</u>TRUCTURE	-	Passenger ship Cargo ship
ESP - <u>E</u>NHANCED <u>S</u>URVEY <u>P</u>ROGRAMME	<i>Rules for the classification of ships, Part 1 – General requirements, Chapter 1 – General information, 4.3.2</i>	Cargo ship (SOLAS, Reg I/2(g)) Combination carrier (SOLAS, Reg. II-2/3.14) Bulk carrier (SOLAS, Reg. XII/1) Tanker (SOLAS, Reg. I/2(h)) Oil tanker (MARPOL, Annex I, Reg. I/1.5) Oil tanker - Combination carrier (MARPOL Annex I, Reg. I/1.8) Chemical tanker (SOLAS, Reg. II-2/3.11, Reg. VII /8.2) Chemical tanker (MARPOL Annex II, Reg. 1/16.1) when noxious liquid substances are loaded ESP Code (SOLAS, Reg. XI-1/2), as amended by MSC.325(90), MSC.371(93), MSC.381(94), MSC.405(96), MSC.483(103) and MSC.525(106) , and as aligned with the IACS URs Z10 (Hull surveys)
EXP - <u>E</u>XPERIMENTAL HULL OR HULL EQUIPMENT	-	-
FIR - <u>F</u>IRE FIGHTING EQUIPMENT	<i>Rules for the classification of ships, Part 17 – Fire protection, 9.11</i>	Cargo ship (SOLAS, Reg. I/2(g))
GF - <u>G</u>AS <u>F</u>UELLED SHIP	<i>Rules for the classification of ships, Part 33 – Ships using gases or other low-flashing fuel</i>	Ships using gaseous or other low-flashing fuel IMO Res. MSC.391(95), as amended by MSC.422(98), MSC.458(101) and MSC.475(102) (International Code of Safety for Ships Using Gases or Other Low-Flashpoint Fuels (IGF Code))
GRC - <u>G</u>RAIN <u>C</u>ARRIAGE	-	IMO Res. MSC.23(59) (International Code for the Safe Carriage of Grain in Bulk)
HCS - <u>H</u>EAVY <u>C</u>ARGO <u>S</u>TRENGTHENED	<i>Rules for the classification of ships, Part 2 - Hull, 17.1.1.2</i>	Cargo ship (SOLAS, Reg. I/2(g)) Bulk carrier (SOLAS, Reg. XII/1)
HME - <u>H</u>OLDS <u>M</u>AY BE <u>E</u>MPTY	<i>Rules for the classification of ships, Part 2 - Hull, 17.2.1.1</i>	Cargo ship (SOLAS, Reg. I/2(g)) Bulk carrier (SOLAS, Reg. XII/1)
IGS – <u>I</u>NERT <u>G</u>AS <u>S</u>YSTEM	<i>Rules for the classification of ships, Part 17 – Fire protection, 24.15</i>	SOLAS, Chapter II-2, Part B, Reg. 5.5

Additional class notation	Reference to the requirements of the Rules	Applicable type of the ship / Corresponding IMO Resolution / Code
IWS - <u>I</u>N-<u>W</u>ATER <u>S</u>URVEY	<i>Rules for the classification of ships, Part 1 – General requirements, Chapter 6 – Requirements for additional class notations, 4</i>	Cargo ship (SOLAS, Reg I/2(g)) Passenger ship (SOLAS, Reg. I/2(f)) IMO Res. A.1186(33) (Survey guidelines under the harmonized systems of survey and certification (HSSC), 2023)
PMON - <u>P</u>ROPELLER SHAFT CONDITION <u>M</u>ONITORING	<i>Rules for the classification of ships, Part 7 - Machinery installation</i>	Passenger ship Cargo ship
PW-CA - <u>P</u>ROTECTION AT <u>W</u>ORK AND <u>C</u>REW <u>A</u>CCOMODATION	<i>Rules for technical supervision of sea-going ships, Part 20 – Protection at work and crew accommodation</i>	Cargo ship Passenger ship
S - <u>I</u>NTACT <u>S</u>TABILITY	<i>Rules for the classification of ships, Part 4 - Stability</i>	Cargo ship (SOLAS, Chapter II-1, Part B-1) Passenger ship (SOLAS, Chapter II-1, Part B-1) IMO Res. MSC.267(85), as amended by MSC.413(97), MSC.414(97), MSC.443(99) and MSC.444(99) (Code on intact stability, 2008 (2008 IS Code))
SD - <u>D</u>AMAGE <u>S</u>TABILITY	<i>Rules for the classification of ships, Part 5 - Subdivision</i>	Cargo ship (SOLAS, Chapter II-1, Part B) Passenger ship (SOLAS, Chapter II-1, Part B) Oil tanker (MARPOL, Annex I, Reg. 28(1)) Chemical tanker (IBC Code, Chapter 2)
TOD - <u>T</u>IMBER <u>O</u>N <u>D</u>ECK	-	IMO Res. A.1048(27) (Code of Safe Practice for ships Carrying Timber Deck Cargoes, 2011 (2011 TDC Code))

5 CLASSIFICATION PROCEDURE

5.1 GENERAL CONDITIONS

5.1.1 Request for classification services is to be submitted to the *Register* by the Owner (or by the Company) in writing.

5.1.2 Assigning class to ships having GT < 100 is subjected to special consideration of the *Register*.

5.1.3 Either the Owner (or the Company), or the *Register* can terminate as of right the requested service after giving the other party thirty days written notice, for convenience, and without prejudice to the provisions in 5.6.2.3.

5.1.4 The class granted to the concerned ship and previously issued certificates remain valid until the date of effect of the notice issued according to 5.1.3, subject to compliance with 5.3 and 5.6.2.3.

5.1.5 Apart from other contracts governing individual performance and unless otherwise agreed by the *Register* and the Owner (the Company), request for classification services is open-ended.

However, request for classification services, including the class granted to the concerned ship, can neither be transferred, nor assigned to other party.

5.2 ISSUE OF THE CERTIFICATE OF CLASS

5.2.1 After completion of the **survey during construction**, and when the *Register* is of the opinion that all the requirements for the class assignment have been met, an Interim certificate of class shall be issued.

5.2.2 After completion of the **initial survey of an existing ship** which has not been built under survey of the *Register*, or in the case of re-classification of an existing ship, and when the *Register* is of the opinion that all the requirements for the class assignment have been met, an Interim certificate of class will be issued.

5.2.3 Survey during construction may be considered to be completed with some minor items unverified, provided that such items are stated as the conditions of class, including related time limits for their rectification.

With regard to dealing with conditions of class at the initial survey, refer to Section 2 of the *Rules for the classification of ships, Part 1 – General requirements, Chapter 2 – Survey during construction and initial survey*.

5.2.4 Interim certificate of class has five months validity, until ship's class is verified by the Head Office of the *Register* by issuing of full-term Certificate of class.

5.2.5 The class will be finally granted, with full term Certificate of class issued to a ship, after examination of survey reports and records, and verification that the requirements of the Rules corresponding to the class have been met.

The Head Office may not issue the Certificate of class if it is presumed that all requirements of the Rules have not been fulfilled, even if the Interim certificate of class has been previously issued.

5.2.6 All new ships (ships contracted for construction on or after 1 July 2014) with a length of 24 meters and above will be assigned class only after it has been demonstrated that their intact stability is adequate for the intended service.

Adequate intact stability means compliance with standards laid down by the relevant Flag State Administration or those of the *Register* taking into account the ship's size and type. The level of intact stability for ships with length of 24 meters and above in any case should not be less than that provided by Part A of IMO Res. MSC.267(85), as may be amended and as applicable to the type of ship being considered.

Where other criteria are accepted by the Flag State Administration concerned, these criteria may be used for the purpose of classification.

Evidence of approval by the Flag State Administration concerned may be accepted for the purpose of classification.

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5.2.7 The *Register* reserves the right to add special description notes on the Certificate of class, as well as any other information or restrictions having influence on the ship operation relevant for the classification.

5.3 MAINTAINING THE VALIDITY OF CERTIFICATE OF CLASS

5.3.1 It is the responsibility of the Owner (or the Company) to ensure that all surveys necessary for the maintenance of class are carried out in a timely manner and in accordance with the Rules.

5.3.2 Validity of the Certificate of class is determined with class term with a condition of surveys (Annual, Intermediate, Renewal, Docking, etc.) to be carried out in specified intervals, as prescribed in the *Rules for the classification of ships, Part 1 – General requirements, Chapter 5 - Surveys of ships in service*, and to be completed to the satisfaction of the *Register*.

After completion of Initial or Renewal survey to the satisfaction of the *Register*, the *Register* will issue the Certificate of class.

After completion of Annual and Intermediate surveys, to the satisfaction of the *Register*, the *Register* will endorse the Certificate of class.

5.3.3 The ship, machinery installations and related essential arrangements and systems are to be adequately manned and competently handled and maintained at a standard complying with the requirements of the Rules.

The ship is to be loaded and operated taking into respect distribution of cargo and ballast, if necessary to the securing of cargo, as well as to the operation of ship in heavy weather, including any limitation or restriction imposed by the *Register*.

5.3.4 Any damage or excessive wastage of the ship's structure (i.e. shell frames and their end attachments, shell

plating, deck structure, deck plating, bottom structure, bottom plating, watertight bulkheads, oiltight bulkheads, hatch coamings and hatch covers) beyond allowable limits affecting ship's class are to be immediately and permanently repaired after the survey.

For locations where adequate repair facilities are not available, consideration may be given to allow the ship to proceed directly to repair yard. For such intended voyage discharging of the cargo and/or immediate temporary repairs may be required.

If concluded by the *Register* that such damage or wastage is not immediately affecting ship's class, it's safety and integrity, safety of the crew, passengers, or sea environment, the ship may be allowed to be temporarily repaired for a period to be defined, which as a result may have issuing of a new Certificate of class with a reduced period of validity, and/or imposing of appropriate conditions of class.

5.3.5 After the survey has been completed, the *Register* will provide the Owner (or to the Company) reports concerning performed survey. Each condition of class will be assigned with a due date for completion.

For ships subjected to Enhanced Survey Programme an Executive Hull Summary of the survey and results is to be issued to the Owner (or to the Company) and placed on board the ship for reference at future surveys. The Executive Hull Summary is to be endorsed by the *Register*.

5.3.6 The *Register* may suspend or withdraw the ship's existing Certificate of class in the event of serious deficiencies and replace it with a new Certificate of class with a shortened period of validity during which the deficiencies are to be rectified.

In addition, the *Register* shall suspend or withdraw a vessel's Certificate of class if the deficiencies are of such a magnitude as to endanger the class of the ship, its safety and integrity, the safety of the crew, passengers, or the marine environment, and shall require that the ship is to be inspected at the first port of call where the necessary repairs are to be carried out.

5.3.7 Certificate of class, as well as other documents issued by the *Register* (such as reports on surveys performed) to the ship are to be kept on board and should be readily available for the Surveyor.

5.4 PERIOD OF VALIDITY

5.4.1 Period of validity of the Certificate of class (class term) is normally not longer than five years.

5.4.2 When the Renewal survey is completed:

- .1 Within 3 (three) months before the expiry date of the existing Certificate of class: the new Certificate of class shall be valid from the date of completion of the Renewal survey to a date not exceeding allowable period of validity of the Certificate of class counting from the date of expiry of the existing certificate.
2. After the expiry date of the existing Certificate of class: the new Certificate of class shall be valid from the date of completion of the Renewal survey to a date not ex-

ceeding allowable period of validity of the Certificate of class, counting from the date of expiry of the existing Certificate of class.

- .3 More than 3 (three) months before the expiry date of the existing Certificate of class: the new Certificate of class shall be valid from the date of completion of the Renewal survey to a date not exceeding allowable period of validity of the Certificate of class counting from the date of completion of the Renewal survey.

5.5 EXTENSION OF THE PERIOD OF VALIDITY

5.5.1 Under "exceptional circumstances" ⁴⁾ the *Register* may grant an extension not exceeding 3 (three) months to allow for completion of the Renewal survey provided that the vessel is attended and that attending Surveyor(s) of the *Register* (refer to the *Rules for the classification of ships, Part 1 – General requirements, Chapter 5 - Surveys of ships in service, 3.2.9*, also) so recommends after the following has been carried out:

- .1 Annual survey.
- .2 Re-examination of conditions of class.
- .3 Progression of the Renewal survey as far as practicable.
- .4 In the case where dry docking is due prior to the end of the class extension, an underwater examination is to be carried out by an approved diving company. An underwater examination by an approved company may be dispensed with in the case of extension of dry-docking survey not exceeding 36-months interval provided the ship is without outstanding condition of class regarding underwater parts.

IACS PRIC A.1.1.1

5.5.2 In the case that the Certificate of class will expire when the ship is expected to be at sea, an extension to allow for completion of the Renewal survey may be granted, provided there is documented agreement to such an extension prior to the expiry date of the Certificate of class, and provided that positive arrangements have been made for attendance of the Surveyor of the *Register* at the first port of call, and provided that the *Register* is satisfied that there is technical justification for such an extension. Such an extension shall be granted only until arrival at the first port of call after the expiry date of the Certificate of class.

However, if owing to "exceptional circumstances" the Renewal survey cannot be completed at the first port of call, the requirements stated in 5.5.1 may be applied, but the total period of extension shall in no case be longer than 3 (three) months after the original due date of the Renewal survey.

IACS PRIC A.1.1.2

⁴⁾ "Exceptional circumstances" means unavailability of dry-docking facilities; unavailability of repair facilities; unavailability of essential materials, equipment, or spare parts; or delays incurred by action taken to avoid severe weather conditions.

5.5.3 The period between inspections of the outside of the ship's bottom may be extended for a period not exceeding 3 (three) months when a Certificate of class is extended under provisions stated in 5.5.1.

5.5.4 However, no extension should be permitted of 36 (thirty-six) months between any two such inspections. If the first ship's bottom inspection is carried out between 24 (twenty-four) and 27 (twenty-seven) months, then the 36-month limitation may prevent the Certificate of class being extended by the periods permitted in 5.5.3.

5.5.5 When extending the period of validity of the statutory certificates under the provisions of subsection 5.9 of IMO Res. A.1186(33) ("Survey guidelines under the harmonized system, 2023"), the Register shall consider the validity of the Certificate of class in accordance with IMO MSC-MEPC.5/Circ.1 ("Recommended conditions for extending the period of validity of a certificate") requiring that: "the extension period of the relevant statutory certificate(s) should not exceed the period of validity of the certificate which may be issued to document compliance with the structural, mechanical and electrical requirements of the recognized classification society".

5.6 SUSPENSION AND REINSTATEMENT OF CLASS IN THE CASE OF OVERDUE SURVEYS

Suspension of class

5.6.1 The decision to suspend a ship's class is made by the Head Office of the Register.

The Register will notify the Owner (or the Company) that the Certificate of class becomes invalid, and that classification is automatically suspended if the following is not complied with:

- .1 When the Renewal survey has not been completed or is not under attendance for completion prior to resuming trading, by the due date.
IACS PRIC A.1.1
- .2 When the Annual survey has not been completed within 3 (three) months of the due date of the Annual survey, unless the vessel is under attendance for completion of the Annual survey.
IACS PRIC A.1.2
- .3 When the Intermediate survey has not been completed within 3 (three) months of the due date of the third annual survey in each periodic survey cycle, unless the vessel is under attendance for completion of the Intermediate survey.
IACS PRIC A.1.3

Additionally, classification is automatically suspended, and Certificate of class shall become invalid in the following cases also:

- .4 When modifications or conversions are carried out without the approval of the Register (as stated in 3.6).

- .5 If the Register has not been informed when the ship sustains damage or defect, as stated in 3.11.6.
- .6 If the ship is not loaded and operated to the conditions or limitations stated in the Certificate of class and other pertinent documents (e.g. draught, area of navigation, sea state condition, type of cargo, main engine power output).

In cases specified in 5.6.1 to 5.6.3 classification will be reinstated upon satisfactory completion of the surveys due. The surveys to be carried out are to be based upon the survey requirements at the original date due and not on the age of the vessel when the survey is carried out. Such surveys are to be credited from the date originally due. However, the ship is disclassified from the date of suspension until the date class is reinstated.

5.6.2 The ship's class will be subject to a suspension procedure in following cases:

- .1 When Continuous survey items due or overdue at time of Annual or Intermediate survey, have not been dealt with or postponed by agreement.
IACS PRIC A.1.4
- .2 When conditions of class have not been dealt with or postponed by agreement.
IACS PRIC A.2
- .3 When non-payment of fees occurs.
- .4 When the Owner (Company) fails to notify the Register on the voyage repairs and maintenance duly in advance.

The Register reserves the right to suspend or withdraw the Certificate of class when the Owner (Company) fails to notify the Register in cases specified in 3.11.

Vessels laid-up

5.6.3 Vessels laid-up in accordance with the Rules prior to surveys becoming overdue need not to be suspended when surveys addressed above become overdue.

However, vessels which are laid-up after being suspended as result of surveys going overdue, remain suspended until the overdue surveys are completed.
IACS PRIC A.1.5

When a vessel is intended for a single voyage from laid-up position to repair yard with any periodical survey overdue, the vessel's class suspension may be held in abeyance and consideration may be given to allow the vessel to proceed on a single direct ballast voyage from the site of lay-up to the repair yard, upon agreement with the Flag State Administration, provided the Register finds the vessel in satisfactory condition after surveys, the extent of which are to be based on surveys overdue and duration of lay-up. A short-term Certificate of class with conditions for the intended voyage may be issued. This is not applicable to vessels whose class was already suspended prior to being laid-up.
IACS PRIC A.1.8

In cases where the vessel has been laid up or has been out of service for a considerable period of time because of a major repair or modification, and the Owner (the Company) elects to carry out only overdue surveys, the next period of class will start from the expiry date of the Renewal survey. If the Owner (the Company) elects to carry out the next due Renewal survey, the period of class will start from the survey completion date.

IACS URZ7 2.1.3

Force Majeure

5.6.4 If due to Force Majeure⁵⁾, i.e. if due to circumstances reasonably beyond the Owner (the Company) or the control of the *Register*, the ship is not in a port where the overdue surveys can be completed at the expiry of the periods allowed above, the *Register* may allow the ship to sail in class, directly to an agreed discharge port and, if necessary, hence, in ballast, to an agreed port at which the survey will be completed, provided that the *Register*:

- .1 exams the ship's records;
- .2 carries out the due and/or overdue surveys and examination of conditions of class at the first port of call when there is an unforeseen inability of the *Register* to attend the vessel in the present port; and
- .3 has satisfied itself that the vessel is in condition to sail for one trip to a discharge port and subsequent ballast voyage to a repair facility if necessary. (Where there is unforeseen inability of the *Register* to attend the vessel in the present port, the master is to confirm that his ship is in condition to sail to the nearest port of call).

The surveys to be carried out are to be based upon the survey requirements at the original date due and not on the age of the vessel when the survey is carried out. Such surveys are to be credited from the date originally due.

If class has already been automatically suspended in such cases, it may be reinstated subject to the previously prescribed conditions.

IACS PRIC A.1.7

Demolition voyage

5.6.5 When a vessel is intended for a demolition voyage with any periodical survey overdue, the vessel's class suspension may be held in abeyance and consideration may be given to allow the vessel to proceed on a single direct ballast voyage from the lay-up or final discharge port to the demolition yard. In such cases a short-term Certificate of class with conditions for the voyage noted may be issued provided the attending surveyor finds the vessel in satisfactory condition to proceed for the intended voyage.

IACS PRIC A.1.6

5.7 WITHDRAWAL OF CLASS

5.7.1 The decision to withdraw a ship's class is made by the Head Office of the *Register*.

5.7.2 When the class of ship has been suspended for a period of 6 (six) months due to overdue surveys and/or conditions of class, the class shall be withdrawn. A longer suspension period may be granted when the ship is not trading, as in cases of lay-up, awaiting disposition in case of casualty or attendance for reinstatement.

IACS PRIC A.4

5.7.3 Class may be also withdrawn at the Owner's (or the Company's) written request.

5.7.4 Upon the decision of the Head Office of the *Register* the class of the ship may be suspended or withdrawn if the Owner (or the Company) does not fulfil or fails to comply with the requirements stated in 5.3.6.

5.8 NOTIFICATION TO THE OWNERS AND FLAG STATES

5.8.1 The *Register* shall give timely notice to an Owner (or to a Company) about forthcoming surveys.

The omission of such notice however does not absolve the Owner (or the Company) from his responsibility to comply with *Register's* survey requirements for maintenance of class.

5.8.2 The *Register* shall confirm in writing the suspension of class and reinstating the ship's class to the Owner (Company) and to the Flag State Administration.

5.8.3 The *Register* shall confirm in writing the withdrawal of class to the Owner (Company) and to the Flag State Administration.

5.8.4 For ships constructed on or after 1st July 1998 under SOLAS, Reg. II-1/3.1, confirmations according to 5.8.2 and 5.8.3 are to state that certain statutory certificates are implicitly invalidated by suspension / withdrawal of class.

IACS PRIC B.1

5.9 SUSPENSION AND REINSTATEMENT OF CLASS IN THE CASE OF OVERDUE CONDITIONS OF CLASS

5.9.1 Each condition of class will be assigned a due date for completion. The *Register* will notify the Owner of these dates and that the ship's class will be subject to a suspension procedure if the item is not dealt with, or postponement by agreement, by the due date.

Classification will be reinstated upon verification that the overdue conditions of class or other outstanding items have been satisfactorily dealt with, as stipulated for each particular case in 5.6.1.

5.9.2 However, the ship shall be disclassified from the date of suspension until the date when the validity of the Certificate of class has been reinstated.

IACS PRIC A.2

⁵⁾ Force Majeure: damage to the ship, unforeseen inability of the *Register* to attend the ship due to the governmental restrictions on right of access or movement of personnel, unforeseeable delays in port or inability to discharge cargo due to unusually lengthy periods of severe weather, strikes, civil strife, acts of war, or other cases of Force Majeure

5.10 ASSIGNING AND MAINTAINING CLASS IN A DOUBLE OR DUAL CLASS ARRANGEMENT

5.10.1 **Double class vessel** is a vessel which is classed by two class societies, where each one works as if it is the only society classing the ship and does all surveys in accordance with its own requirements and schedule.

For double class vessels each society acts independently while an existing vessel or a vessel under construction is in double class.

5.10.2 **Dual class vessel** is a vessel which is classed by two Societies between which there is a written agreement regarding sharing of work.

In the case of existing vessel in dual class:

- .1 Each society (the *Register* and the other Recognized classification society - classification society subject to verification of compliance with IACS QSCS) acts on behalf of the other society in accordance with the bilateral agreement adopted by the two societies. This agreement shall clearly define the scope of work of each society.
- .2 Each society is to review whether the work undertaken by other society on its behalf has been completed as agreed.

IACS PRIB Section C

5.11 SUSPENSION AND REINSTATEMENT OF CLASS IN THE CASE OF DUAL CLASSED VESSELS

5.11.1 A dually classed vessel is one which is simultaneously classed by the *Register* and some other Recognised classification society, and between which there is a written agreement regarding sharing of work.

5.11.2 When a vessel is dual classed and in the event that one of the societies involved takes action to suspend the class of the vessel for technical reasons, the society concerned will advise the other society of the reasons for such action and the full circumstances within (5) five working days.

5.11.3 The other society will, upon receipt of this advice, also suspend class of the vessel, unless it can otherwise document that such suspension is incorrect.

5.11.4 When either society decides to reinstate class, it is to inform the other society.

IACS PRIC A.3

5.12 REGISTER BOOK

5.12.1 When the class has been assigned to a ship, its main particulars and class notation will be entered in the Register Book of the *Register*. Other than the main and additional characters of class, details related to the ship's hull, machinery installation and refrigerating plant are entered, indicating ship's particulars, its deadweight, construction material, main and auxiliary machinery power output, etc.

Register Book is published periodically by the *Register*.

However, data contained in the Register Book are regularly updated and are available on-line for public at large on the official web site of the *Register* also.

5.13 ASSIGNING THE DATE OF BUILD

5.13.1 The Certificate of class and the Register Book shall indicate the "Date of Build" as defined below:

- .1 **For New Construction** - the year, month and day at which the new construction survey process is completed shall be specified as the "Date of Build".
Where there is substantial delay between completion of construction survey process and the ship commencing active service, the date of commissioning may be also specified.
- .2 **After Modifications** - after modifications are completed, the "Date of Build" shall remain assigned to the ship.
Where a complete replacement, or addition of a major portion of the ship ⁶⁾ is involved, the following shall apply:
 - a) the "Date of Build" associated with each major portion of the ship shall be indicated, where it has been agreed that the newer structure shall be on a different survey cycle;
 - b) survey requirements shall be based on the "Date of Build" associated with each major portion of the ship;
 - c) survey due dates may be aligned at the discretion of the *Register*.

IACS PR11

5.14 DATE OF CONTRACT FOR CONSTRUCTION

The Rules that will be applied for class assignment to newconstruction are generally those being at force at the date of "contract for construction". For the purpose of defining the date of "contract of construction", the following shall apply:

5.14.1 The date of "contract for construction" of a vessel is the date on which the contract to build the vessel is signed between the prospective owner and the shipbuilder. This date and the construction numbers (i.e. yard or hull numbers) of all the vessels included in the contract are to be declared to the classification society by the party applying for the assignment of class to a newbuilding.

5.14.2 The date of "contract for construction" of a series of vessels, including specified optional vessels for which the option is ultimately exercised, is the date on which the contract to build the series is signed between the prospective owner and the shipbuilder.

⁶⁾ For example, a major portion of the ship may include a complete forward or after section, a complete main cargo section (which may include a complete hold / tank of a cargo ship), a complete block of deck structure of a passenger ship or a structural modification of a single hull to a double hull ship

For the purpose of the Rules, vessels built under a single "contract for construction" are considered a "series of vessels" if they are built to the same approved plans for classification purposes. However, vessels within a series may have design alterations from the original design provided:

- .1 such alterations do not affect matters related to classification, or
- .2 if the alterations are subject to classification requirements, these alterations are to comply with the classification requirements in effect on the date on which the alterations are contracted between the prospective owner and the shipbuilder or, in the absence of the alteration contract, comply with the classification requirements in effect on the date on which the alterations are submitted to the *Register* for approval.

The optional vessels will be considered part of the same series of vessels if the option is exercised not later than 1 (one) year after the contract to build the series was signed.

5.14.3 If a "contract for construction" is later amended to include additional vessels or additional options, the date of "contract for construction" for such vessels is the date on which the amendment to the contract, is signed between the prospective owner and the shipbuilder. The amendment to the contract is to be considered as a "new contract" to which 5.14.1 and 5.14.2 above apply.

5.14.4 If a "contract for construction" is amended to change the ship type, the date of "contract for construction" of this modified vessel, or vessels, is the date on which revised contract or new contract is signed between the Owner, or Owners, and the shipbuilder.

IACS PR29

5.15 DATE OF INITIAL CLASSIFICATION

5.15.1 As a general rule, for newbuildings the date of initial classification coincides with date of build.

5.15.2 For the definition of the date of initial classification for existing ships see the *Rules for the classification of ships, Part 1 – General requirements, Chapter 2 - Survey during construction and initial survey, 2.5.*

5.16 DATE OF DELIVERY UNDER SOLAS AND MARPOL CONVENTIONS

Interpretation

Under certain provisions of the SOLAS and MARPOL Conventions, the application of regulations to a new ship is governed by the dates:

- .1 For which the building contract is placed on or after dd/mm/yyyy, or
- .2 In the absence of a building contract, the keel of which is laid, or which is at a similar stage of construction on or after dd/mm/yyyy, or
- .3 the delivery of which is on or after dd/mm/yyyy.

For the purpose of determining the application of mandatory requirements of the SOLAS and MARPOL Conventions to

a new ship, the date of "delivery" means the completion date (day, month and year) of the survey on which the certificate is based (i.e. the initial survey before the ship is put into service and certificate issued for the first time) as entered on the relevant statutory certificates.⁷⁾

IACS UI SC256, IACS UI MPC100

NOTE: For the sake of interpretation of performance standards for Voyage Data Recorders (VDRs) under IMO Res. MSC.333(90) regarding the term "installed on or after 1 July 2014" provisions of IACS UI SC261 should be followed. However, and notwithstanding above stated the *Register* will, before applying IACS UI SC261, require a specific written instruction of this interpretation from the Flag State Administration.

IACS UI SC261

5.17 KEEL LAYING DATE

Interpretation

For the purpose of the application of the IMO Conventions and Codes (Performance Standards, Technical Standards, Resolutions and Circulars) for:

- .1 Steel ships the term "*the keel of which is laid, or which is at a similar stage of construction*" should be interpreted under provisions of MSC-MEPC.5/Circ.8. The term "*under similar stage of construction*" means the stage at which:
 - a) construction identifiable with a specific ship begins; and
 - b) assembly of that ship has commenced comprising at least 50 tonnes or one per cent of the estimated mass of all structural material, whichever is less.
- .2 Fibre-Reinforced Plastic (FRP) Craft, the term "*the keel of which is laid or which is at a similar stage of construction*" should be interpreted as the date that the first structural reinforcement of the complete thickness of the approved hull laminate schedule is laid either in or on the mould.

IACS UI HSC9, IACS UI LL78, IACS UI MPC104

⁷⁾ If applicable, provisions of IMO Circular Letter No.4204/Add.7 (Coronavirus (COVID-19) – Guidance concerning unforeseen delays in the delivery of ships) and IMO MSC.1/Circ.1637 (Unified interpretation of SOLAS Regulation II-1/3-10 concerning the term "unforeseen delay in delivery of ships" during the coronavirus (COVID-19) pandemic), are to be taken into account also

6 APPLICATION OF STATUTORY REQUIREMENTS

6.1 When authorized by the Flag State Administration concerned, the *Register* will act on its behalf within the limits of such authorization. In this regard, the *Register* will take into the account relevant national requirements, survey the ship and to issue or contribute to the issue of the corresponding certificates.

6.2 The above surveys do not fall within the scope of the classification of ships, although their scope may partly overlap and they may be carried out concurrently with surveys for assignment or maintenance of class.

6.3 In the case of a discrepancy between the provisions of the applicable international and national regulations and those of the Rules, the former shall take precedence.

6.4 In statutory matters, in course of statutory certification on behalf of Flag State Administrations, the *Register* applies available IACS Unified Interpretations (IACS UI).

Notwithstanding above stated, the IACS UIs shall only be applied to ships whose Flag State Administrations have not issued different and/or definite instructions on the interpretations of IMO regulations concerned, i.e. when the Flag State Administration has not provided written instruction to apply different interpretation.

NOTE: The IACS UIs referred to in the Rules are usually given without indicating the revision, since the applicable revision is indicated in the introductory part of the respective part of the Rules containing table of rule inputs.

The *Register* ensures the application of IACS UIs:

- .1 with direct inclusion of IACS UIs in the Rules, or
- .2 with appropriate provision in the contracts for statutory certification services with the Flag State Administrations, or
- .3 with inclusion of a requirement, in the Rules mandating compliance with a particular IACS UI.

This does not require the application of IACS UIs to ships retroactively, except for those UIs which explicitly require retroactive application.

IACS PR31

6.5 For ships, the arrangement and equipment of which are required to comply with the requirements of:

- .1 *International Convention on Load Lines, 1966, (ILLC 66),*
- .2 *International Convention for the Safety of Life at Sea, 1974 (SOLAS 74),*
- .3 *International Convention on Tonnage Measurement of Ships (TMC 69),*
- .4 *International Convention for the Prevention of Pollution from Ships, 1973, as modified by the Protocol of 1978 relating thereto (MARPOL 73/78),*
- .5 *International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk (IBC Code),*

- .6 *International Safety Management Code (ISM Code),*
- .7 *International Ship and Port Facility Security Code (ISPS Code),*
- .8 *International Code of Safety for Ships Using Gases or Other Low-Flashpoint Fuels (IGF Code),*
- .9 *Applicable conventions of the International Labour Organization (ILO),*
- .10 *International Convention on the Control of Harmful Anti-Fouling Systems on Ships (AFS),*
- .11 *Maritime Labour Convention, 2006 (MLC 2006),*
- .12 *Convention for the Control and Management of Ships' Ballast Water and Sediments (BWM Convention),*
- .13 *International Code for Ships Operating in Polar Waters (Polar Code),*
- .14 *The Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships (Hong Kong Convention), which is to enter into force on 26 June 2025,*

and applicable amendments thereto, the *Register* requires that the applicable statutory certificates are to be issued by the *Register*, Flag State Administration, or by some other recognised organisation if so authorised by the Flag State Administration.

6.6 In the case of dually or double classed ships, statutory certificates may be issued by the other classification society with which the ship is classed, provided that this is recognized in a formal dual or double class agreement with the *Register*, and provided that the other classification society is authorized by the relevant Flag State Administration.

7 EXTERNAL AUDITS / INSPECTIONS

7.1 In cases of external audits or inspections of processes of the *Register*, for the certification of the *Register* and in order to verify compliance of such processes against applicable rules, regulations and quality standards, and in addition to the provisions stated in 3.12, the following parties have for access to the information:

- .1 Authorised representatives of the Flag State Administration.
- .2 authorised audit teams (i.e. Accreditation Body or EC auditors).

NOTE: According to the Regulation (EC) No. 391/2009 of the European Parliament and of the Council on common rules and standards for ship inspection and survey organisations, the issue of statutory certificates or class certificates to a ship is conditional on the parties not opposing the access of the Commission inspectors on board ships for the purposes of Article 8(1) of said Regulation.

7.2 For that purpose representatives / auditors may accompany Surveyors of the *Register* at any stage of their classification and/or statutory work, which may necessitate the representatives / auditors having free access to the ship, or to the premises of the manufacturer / shipbuilder. Shipowners, Companies, Shipyards, or manufacturers shall provide representatives / auditors with the safe access to the premises / ship.