



15 October 2015

Aquadiver.  
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File Ref: Q - 11

Attention: Luis Samaniego

Gentlemen:

This is in reference to your letter of 21 September 2015 requesting Renewal of Recognition as an External Specialist.

The review of your Quality Assurance System submittals and an audit of your facilities and a practical demonstration of your services have been satisfactorily completed. We are therefore pleased to advise that ABS recognizes Aquadiver (hereafter referred to as "the Specialist") ability to provide In-water Survey Company which ABS Surveyors may rely on to make decisions affecting classification or statutory surveys.

It is the responsibility of the Service Provider to employ, train and qualify persons in the service provided. If the service requires approval from manufacturers, the service provider is responsible to maintain contact with the manufacturer and maintain any service manuals up to date. The employees who will conduct the servicing are to have photo identification and, if allowed, be listed on the company's web site. The products and models allowed to be serviced are to be listed on the company's web site. The ABS office issuing this certificate to be kept updated with changes to the management of the company, its employees, products and models on the list and any changes made.

Provided the service operation system, as approved, remains substantially unchanged, ABS's approval and the attached Certificate of Recognition will remain valid for a period of three (3) years from the date of this letter. If any alteration to your approved service operation system is made, such alteration is to be immediately informed to ABS. Re-audit may be required when deemed necessary by ABS.

ABS reserves the right to conduct both annual and intermediate audits of your procedures. When ABS has a recent history of satisfactory services performed by your company, these audits may be waived by ABS. At its own discretion, ABS may withdraw its approval and invalidate the Certificate of Approval, for the following reasons:

1. Where the service was improperly carried out or the results were improperly reported,
2. Where a Surveyor finds deficiencies in the approved service operation system of the supplier and appropriate corrective action is not taken,
3. Where the specialist fails to inform ABS of any alteration in procedures,
4. Where intermediate audit, if requested, has not been carried out,
5. Where willful misrepresentations or omissions are ascertained.

**AMERICAS DIVISION**



ABS reserves the right to cancel the approval and to inform the IACS Members accordingly. Should your recognition be canceled, you may re-apply for recognition after corrective actions for the reasons for cancellation have been implemented to the satisfaction of ABS. **This possibility may not be open if the cancellation is based on a grave fault such as a violation of ethics.**

The Specialist is not a sub-contractor of ABS and is not to be considered an agent of ABS for any purpose. ABS recognition does not relieve the vessel's Owner, Operator, or any other party who contracts with the Specialist for its services, from their responsibilities concerning the services. The Specialist remains solely responsible for its equipment; the qualifications and competency of its personnel; their supervision; and their safety while performing its services.

Inclusion in the list of ABS Recognized External Specialists merely reflects the information the Specialist provided to ABS on the qualifications of the Specialist and its personnel. The accuracy of that information is solely the obligation of the Specialist. Your information will be published on the ABS web site [www.eagle.org](http://www.eagle.org). If at anytime you wish to change the contact information of your company, please email ABS Programs direct at [absprgm-recognizedspecialist@eagle.org](mailto:absprgm-recognizedspecialist@eagle.org)

You are also eligible to use the "ABS Recognized Specialist Logo". The art work may be obtained from the ABS Office issuing this certificate.

In order to continue the ABS Certification, please submit a renewal request three (3) months prior to the expiration of the certificate just issued, to the ABS Office that initially approved your firm. ABS will send you an email alert 90 days prior to the expiration of your certificate.

I trust that you agree to the above terms and ABS looks forward to working with you.

Very truly yours,

Daniel J. Rojas P.  
ABS Surveyor – Balboa Port  
CC: ABS Programs

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Certificate Number: 416019-3009046-001

ABS Port Office: Balboa

Date: 15 October 2015

Service Provider's address: Bethania, Villa Caceres, Calle 77 Cartagena, Loc. G-164

Service Provider's Web Site [www.aquadiverpanama.com](http://www.aquadiverpanama.com)

Unless cancelled earlier, this certificate expires on 03 October 2018

For particulars regarding this recognition, see the ABS web site: [www.eagle.org](http://www.eagle.org)

# Certificate of Service Recognition

This is to Certify that

## AQUADIVER

having been audited by ABS and having given a satisfactory practical demonstration of the service listed below, is recognized by ABS as a Service Provider to provide services which ABS Surveyors may rely on to make decisions affecting classification or statutory surveys.

### In Water Survey

It is the responsibility of the Service Provider to employ, train and qualify persons in the service provided. If the service requires approval from manufacturers, the service provider is responsible to maintain contact with the manufacturer and maintain any service manuals up to date. The employees who will conduct the servicing are to have photo identification and, if allowed, be listed on the company's web site (noted above). The products and models allowed to be serviced are to be listed on the company's web site. The ABS office issuing this certificate to be kept updated with changes to the management of the company, its employees, products and models on the list and any changes made.

Note: Please refer to the ABS web site; [www.eagle.org](http://www.eagle.org) for any comments regarding the services provided.

Rojas P., Daniel J., Surveyor

# TERMS & CONDITIONS OF ABS COMPANY SERVICE RECOGNITION

## 1. TERMS AND CONDITIONS

The issuance and interpretation of this Certificate of Service Recognition is subject to the following terms and conditions.

## 2. REPRESENTATIONS AS TO SERVICE RECOGNITION

A Certificate of Service Recognition (hereinafter referred to as "certificate") is a representation only that the specified Company has been audited by ABS and has given a satisfactory practical demonstration of the listed services which ABS Surveyors may rely on to make decisions affecting classification or statutory surveys and is issued solely for the use of ABS and its committees. The validity, applicability and interpretation of this certificate are governed by the Rules, Guides, or standards of American Bureau of Shipping who shall remain the sole judge thereof.

## 3. RESPONSIBILITY AND LIABILITY

The Company is not a subcontractor of ABS and is not an agent of ABS for any purpose. The Company remains solely responsible for its equipment, the qualifications and competency of its personnel, the supervision of its personnel, and the safety of its personnel while performing its services. Nothing contained in this certificate or any letter or report issued in contemplation of this certificate shall be deemed to relieve Company or any designer, builder, owner, manufacturer, seller, supplier, repairer, operator or other entity of any warranty express or implied nor to create any interest, right, claim or benefit in any third party. It is understood and agreed that nothing expressed herein is intended or shall be construed to give any person, firm or corporation, other than the parties hereto, any right, remedy or claim hereunder; all provisions hereof are for the sole and exclusive benefit of the parties hereto.

## 4. LIMITATION

ABS makes no representations beyond those contained herein regarding its reports, letters, audits, certificates or other services.

## 5. HOLD HARMLESS

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

## 6. ARBITRATION

Any and all differences and disputes of whatsoever nature arising out of or relating to this certificate shall be put to arbitration in the City of New York pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by ABS, one by Company, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice served on the arbitrators and on an officer of the other party to specify further disputes or difference under this Agreement for hearing and determination. The arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. The arbitrators may grant any relief, other than punitive damages which they, or a majority of them, deem just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance. Awards made in pursuance to this clause may include costs including a reasonable allowance for attorney's fees and judgment may be entered upon any award made hereunder in any court having jurisdiction. ABS and Company hereby mutually waive any and all claims to punitive damages in any forum.

Company shall be required to notify ABS within thirty (30) days of the commencement of any arbitration between it and third parties which may concern ABS' work in connection with this certificate and shall afford ABS an opportunity, at ABS' sole option, to participate in the arbitration.

## 7. TIME BAR TO LEGAL ACTION

Any statutes of limitation notwithstanding, Company expressly agrees for itself and its affiliated companies that its right to bring or to assert against ABS any and all claims, demands or proceedings whether in arbitration or otherwise shall be waived unless (a) notice is received by ABS within thirty (30) days after Company or its affiliates had notice of or should reasonably have been expected to have had notice of the basis for such claims; and (b) arbitration or legal proceedings, if any, based on such claims or demands of whatever nature are commenced within one (1) year of the date of such notice to ABS.

## 8. LIMITATION OF LIABILITY

The combined liability of American Bureau of Shipping, its officers, employees, agents or subcontractors for any loss, claim, or damage arising from negligent performance or non-performance of any services under this Agreement, or from breach of any implied or express warranty of workmanlike performance in connection with the services, or from any other reason, to any person, corporation, partnership, business entity, sovereign, country or nation, shall be limited to the greater of a) \$100,000 or b) an amount equal to ten times the sum actually paid for the services alleged to be deficient.

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