

- a breach of warranty. Nevertheless, if the Client uses the Services or relies on any information or advice given by or on behalf of the LR Group and as a result suffers loss, damage, or expense that is proved to have been caused by any negligent act, omission, or error of the LR Group or any negligent inaccuracy in information or advice given by or on behalf of the LR Group, then LR will pay compensation to the Client for its proved loss up to but not exceeding the amount of the fee (if any) charged by LR for that particular service, information, or advice.
11. Notwithstanding the previous clause, the LR Group will not be liable for any loss of profit, loss of contract, loss of user, or any indirect or consequential loss, damage, or expense sustained by any person caused by any act, omission, or error or caused by any inaccuracy in any information or advice given in any way by or on behalf of the LR Group.
 12. No LR Group entity will be liable or responsible in negligence or otherwise to any person not a party to the agreement pursuant to which any certificate, statement, data, or report is issued by an LR Group entity for (i) any information or advice expressly or impliedly given by an LR Group entity, (ii) any omission or inaccuracy in any information or advice given, or (iii) any act or omission that caused or contributed to the issuance of any certificate, statement data, or report containing the information or advice. Nothing in these Terms and Conditions creates rights in favour of any person who is not a party to the Contract with an LR Group entity.
 13. No omission or failure to carry out or observe any stipulation, condition or obligation to be performed under the Contract will give rise to any claim against LR or any other LR Group entity, or be deemed to be a breach of contract, if the failure or omission arises from causes beyond that entity's reasonable control.
 14. This Contract and any dispute or claim between any member of the LR Group and the Client arising from or in connection with it, or the Services provided hereunder, will be governed by English law. Except as provided below, LR and the Client irrevocably agree that the English courts will have exclusive jurisdiction over any dispute or claim arising from or in connection with this Contract or the Services provided hereunder. Nothing in this clause limits the right of LR to take debt collection proceedings against the Client in any other court of competent jurisdiction.
 15. No addition, alteration or substitution of these Terms and Conditions will bind LR, or form part of this Contract unless it is expressly accepted in writing by an authorised LR representative who expressly states in writing that LR is agreeing to alter these Terms and Conditions. In the event of any conflict between these Terms and Conditions and any document purporting to impose different terms, these Terms and Conditions will prevail.
 16. The Client has a duty to provide a safe place of work for LR's surveyors. This duty relates to places of work which are under the control of the Client which can include ships, shipyards, offshore platforms, factories, foundries, refineries and offices.
 17. Any classed vessel, machinery or equipment must be operated only in a manner consistent with the proposed design criteria and any limits agreed at the time of classification. If any vessel or equipment operates outside these limits, such facts must be reported to LR without delay.
 18. Any damage, defect, breakdown, or grounding that could invalidate the conditions for which a class has been assigned, must be reported to LR without delay.
 19. All repairs to hull, equipment and machinery that may be required for a ship to retain class are to be carried out to the satisfaction of LR. When repairs are effected at a port, terminal, or location where the services of an LR surveyor are not available, the repairs are to be surveyed by one of the LR Group's surveyors at the earliest opportunity thereafter.
 20. Plans and particulars of any proposed alterations to the approved scantlings and arrangements of hull, equipment, or machinery are to be submitted to LR for approval, and the alterations are to be carried out to the satisfaction of the LR Group's surveyors.
 21. It is the responsibility of the Client to ensure that all surveys necessary for the maintenance of class are carried out at the proper time and in accordance with LR's instructions.
 22. LR may give timely notice to the Client about forthcoming surveys. The omission of notice, however, does not absolve the Client from responsibility to comply with requirements for maintenance of class.
 23. When the Regulations with regard to surveys on the hull, equipment, or machinery have not been complied with and the ship is thereby not entitled to retain class, the class may be suspended or withdrawn.
 24. When reported defects in the hull, equipment, or machinery are found and the Client fails to repair these defects in accordance with LR's requirements, the class may be suspended or withdrawn.
 25. LR in its discretion may withhold or, if already granted, may suspend or withdraw any class (or withhold any certificate or report in any other case) if a Client fails to comply with the conditions set forth in Paragraphs 17 through 24 or in the event of non-payment of any fee including fees of the LR Group incurred by the previous owner(s) of the vessel, if applicable.
 26. The parties agree that this Agreement constitutes the entire agreement between them and supersedes all previous drafts, contracts, arrangements and understandings between them, whether oral or written.

Client's Stamp 御社印ご捺印スペース	Client's Signature ご署名	
	Name in CAPITALS ご署名された方のお名前をアルファベット大文字でご記入下さい。	
	Date ご記入日	
	Client's reference 御社参照番号等 (あれば)	Quoting Reference