



CERTIFICATE NUMBER 463895-4730573-003

DATE OF ISSUE 15 April 2021

LOCATION New York and New Jersey, United States

DATE OF EXPIRY 14 April 2026

Marine Health, Safety, Quality & Environmental Management

CERTIFICATE OF


COMPANY COMPLIANCE

This is to Certify that the Management System implemented by

WINDSERVE MARINE, LLC

complies with the Health, Safety, Quality & Environmental requirements of the *ABS Guide for Marine Health, Safety, Quality, Environmental and Energy Management*, as applied to the operation of

High Speed Craft


Electronically Signed By
Kopacz, Alexander P., New York/New Jersey Port

SIGNATURE

This facility has been successfully audited to the requirements outlined in ISO 45001:2018, the ISM Code, ISO 9001:2015 and ISO 14001:2015 taking into consideration any exclusions allowed.

NOTE: This certificate evidences compliance with one or more of the Rules, Guides, standards or other criteria of ABS and is issued solely for the use by ABS, its committees, its clients, or other authorized entities. **This certificate is a representation that the vessel has met one or more of the standards of ABS. This certificate is governed by the terms and conditions on the reverse side hereof, and governed by the Rules and standards of ABS who shall remain the sole judge thereof.**

Endorsement for Annual Verification

This is to certify that, at the time of the annual verification of compliance, the named company's Management System was found to comply with the Health, Safety, Quality & Environmental requirements of the *ABS Guide for Marine Health, Safety, Quality, Environmental and Energy Management*.

1st Annual Verification

2nd Annual Verification

SIGNED _____
SIGNATURE OF AUTHORIZED OFFICIAL

SIGNED _____
SIGNATURE OF AUTHORIZED OFFICIAL

DATE _____

DATE _____

3rd Annual Verification

4th Annual Verification

SIGNED _____
SIGNATURE OF AUTHORIZED OFFICIAL

SIGNED _____
SIGNATURE OF AUTHORIZED OFFICIAL

DATE _____

DATE _____

TERMS & CONDITIONS

- INCORPORATION BY REFERENCE:** The issuance and interpretation of this certificate is subject to the terms and conditions of the "Agreement for Marine Management System Certification" which are hereby incorporated by reference.
- GENERAL:** A client that is assessed by ABS and found to meet the requirements specified by designated standard and/or code is entitled to hold corresponding certificates and notation. ISM Certificates are valid for the term indicated on the certificate. All certificates are subject to periodic and intermediate verifications conducted at each certified location. All certifications are non-transferable. **Assessments are based upon a sampling basis. The absence of recorded nonconformities does not mean that none exist.** Nothing contained herein or in any certificate, notation or report issued in connection with a certificate and/or notation shall be deemed to relieve any designer, builder, owner, manufacturer, seller, supplier, repairer, operator, insurer or other entity of any duty to inspect or any other duty or warranty, express or implied, nor to create any interest, right, claim or benefit in any insurer or other 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 signatories hereto, any right, remedy or claim hereunder or under any provisions herein contained; all provisions hereof are for the sole and exclusive benefit of the signatories hereto. All work performed on behalf of flag Administrations shall be governed by the terms and conditions of this agreement unless the flag Administration specifies otherwise.
- TIME BAR TO LEGAL ACTION:** Any statutes of limitation notwithstanding, applicant expressly agrees that its right to bring or 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 applicant had notice of or should reasonably have been expected to have had notice of the basis for such claims; (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.
- LIMITATION OF LIABILITY:** The combined liability of ABS, its officers, directors, employees, agents or subcontractors for 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 the client or any other person, corporation, partnership, business entity, sovereign, country or nation, will be limited to the greater of (a) \$100,000 or (b) an amount equal to ten (10) 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 (25) times that sum paid for services upon receipt of the client's written request at or before the time of performance of services and upon payment by the client of an additional fee of US \$10.00 for every US \$1,000.00 increase in the limitation.
- HOLD HARMLESS:** The party requesting services hereunder, or his assignee or successor in interest, agrees to release ABS and 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/or property, tangible, intangible or otherwise which may be brought against ABS incidental to, arising out of or in connection with this agreement, the work to be done, services to be performed or material to be furnished hereunder, except for those claims caused solely and completely by the negligence of ABS, its agents, employees, officers, directors or subcontractors. The parties agree that for the purposes of the Convention on Limitation of Liability for Maritime Claims, 1976, ABS is a person for whose act the shipowner is responsible.

Any other individual, corporation, partnership or other entity who is a party hereto or who in any way participates in, is engaged in connection with or is a beneficiary of, any portion of the services described herein shall also release ABS and shall indemnify and hold ABS harmless from and against all claims, demands, lawsuits or actions for damages, including legal fees, to persons and/or property, tangible, intangible or otherwise, which may be brought against ABS by any person or entity as a result of the services performed pursuant to this agreement, except for those claims caused solely and completely by the negligence of ABS, its agents, employees, officers, directors or subcontractors. Said individual or party shall assert no claims, directly or indirectly against ABS.
- ARBITRATION:** If the client is aggrieved by any ruling, determination or action of ABS relating to Management System Certification under the designated standard and/or code, the client shall appeal to the Classification Committee of ABS. If, in either circumstance, resolution is still not achieved, any and all differences and disputes of whatsoever nature arising out of this contract shall be put to arbitration in the City of New York, NY, 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 the client 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 any party shall have the right by written notice served on the arbitrators and on any officer of the other parties to specify further disputes or differences 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 pursuant to this provision 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 the client hereby mutually waive any and all claims to punitive damages in any forum. All parties agree to be bound by the decision of the arbitrators.

The client must notify ABS within thirty (30) days of the commencement of any arbitration between it and third parties which may concern its work in connection with this application and shall afford ABS an opportunity, at its sole option, to participate in the arbitration. All parties agree to be bound by the decision of the arbitrators in any arbitration to which they are parties.