



TID: 1519-0729-0503-0625

SAFETY MANAGEMENT CERTIFICATE

Issued under the provisions of the
International Convention for the Safety of Life at sea, 1974, as amended
Under the authority of the Government of
THE REPUBLIC OF VANUATU
by **ISTHMUS BUREAU OF SHIPPING**

SMC 288
Approval No. 6729020190495

NAME OF SHIP: GYRE GROSS TONNAGE: 798
PORT OF REGISTRY: PORT VILA IMO NUMBER:
TYPE OF SHIP¹: OTHER CARGO SHIP KEEL LAID: 1973
Distinctive Number or Letters: YJTX5

Name and address of the Company
(See paragraph 1.1.2 of the ISM Code)

TDI-BROOKS INTERNATIONAL INC.
14391 South Dowling Road,
College Station, TX 77845, USA

Company Identification Number¹

5061819

THIS IS TO CERTIFY THAT the safety management system of the ship has been audited and that it complies with the requirements of the International Management Code for the Safe Operation of Ships and for Pollution Prevention (ISM Code), following verification that the Document of Compliance for the Company is applicable to this type of ship.

This Safety Management Certificate is valid until 12 April 2024, subject to periodical verification and the Document of Compliance remaining valid.

Completion date of the verification on which this certificate is based: 13 April 2019

Issued at Panama Date of issue 26 July 2019



*This document is signed electronically in accordance with IMO FAL 5/Circ.39/Rev.2.
Validation can be obtained from apps.classibs.org by using the TID, QR and URL*

Eng. Alcides Arosemena
Isthmus Bureau of Shipping

1- Insert the type of ship from among the following: Passenger ship; Passenger high-speed craft; Cargo high-speed craft; Bulk carrier; Oil tanker; Chemical tanker ; Gas carrier; Mobile offshore drilling unit; Other cargo ship.

URL: <https://apps.classibs.org:8081/verification.php?imo=7318999&tid=1519072905030625>

Endorsement for Intermediate Verification and Additional Verification (if required).

THIS IS TO CERTIFY THAT, at the periodical verification in accordance with regulation IX/6.1 of the Convention and paragraph 13.8 of the ISM Code, the safety management system was found to comply with the requirements of the ISM Code.

Intermediate Verification (to be completed between the second and the *third* anniversary date)

Place: _____ Date: _____

Surveyor's Name: _____ Approval Survey No.:

Signature ID No.: _____

Additional Verification²

Place: _____ Date: _____

Surveyor's Name: _____ Approval Survey No.:

Signature ID No.: _____

Additional Verification

Place: _____ Date: _____

Surveyor's Name: _____ Approval Survey No.:

Signature ID No.: _____

Additional Verification

Place: _____ Date: _____

Surveyor's Name: _____ Approval Survey No.:

Signature ID No.: _____

² If applicable. Refer to the relevant provisions of Section 4.3, initial verification, of the Revised Guidelines on the implementation of the International Safety Management (ISM) Code by Administrations adopted by the Organization by resolution A.1071 (28).

ENDORSEMENT WHERE THE RENEWAL VERIFICATION HAS BEEN COMPLETED AND PART B 13.13 OF THE ISM CODE APPLIES

The ship complies with the relevant provisions of Part B of the ISM Code, and the Certificate should, in accordance with Part B 13.13 of the ISM Code, be accepted as valid until _____

Place: _____

Date: _____

Surveyor's Name: _____

Approval Survey No.:

Signature

ID No.: _____

ENDORSEMENT TO EXTEND THE VALIDITY OF THE CERTIFICATE UNTIL REACHING THE PORT OF VERIFICATION WHERE PART B 13.12 OF THE ISM CODE APPLIES OR FOR A PERIOD OF GRACE WHERE PART B 13.14 OF THE ISM CODE APPLIES

This Certificate should, in accordance with Part B 13.12 or Part 13.14 of the ISM Code, be accepted as valid until _____

Place: _____

Date: _____

Surveyor's Name: _____

Approval Survey No.:

Signature

ID No.: _____

TERMS AND CONDITIONS

The following terms and conditions apply to all services provided by Isthmus Bureau of Shipping (hereafter referred to as "Class IBS").

1. It is the responsibility of the Owner to ensure that all surveys necessary for the maintenance of this certification are carried out at the proper time and in accordance with the instructions of Class IBS. The omission of such responsibility, does not absolve the Owner from complying with Class IBS requirements.
2. Any damage, defect, breakdown or grounding, which could invalidate the conditions for which certification has been assigned, is to be reported to Class IBS without delay.
3. When the Rules and Regulations with regards to surveys on the hull, equipment or machinery have not been complied with and the ship is thereby not entitled to retain certification, relevant certification will be suspended or withdrawn, at Class IBS's discretion.
4. If the ship has not been subjected to periodical surveys in specific terms, certification is automatically suspended if the annual or intermediate surveys are not completed, and the Certificate is not endorsed, within 3 months of the due date of the annual or intermediate surveys.
5. After an accident, the ship shall submit an urgent request for occasional survey at the place where the accident took place, or at the first port of call if the accident took place at sea.
6. Plans and particulars of any proposed alterations to the approved scantlings and arrangements of hull, equipment, or machinery are to be submitted to Class IBS for approval, and such alterations are to be carried out to the satisfaction of Class IBS's surveyors.
7. All repairs to hull, equipment and machinery that may be required in order that a ship may retain its certification, are to be carried out to the satisfaction of Class IBS surveyors. When repairs are affected at a port, terminal or location where the services of a Class IBS surveyor are not available, the repairs are to be surveyed by one of Class IBS surveyors at the earliest opportunity thereafter.
8. When a ship has been taken out of service for more than three (3) months, except when the ship is under repairs or in laid-up condition with previous notification to Class IBS Head Office.
9. Class IBS services do not assess compliance with any standard other than the applicable Isthmus Bureau of Shipping Rules and Regulations, International Conventions, National Regulations, and/or other standards agreed in writing by Class IBS and the Client.
10. In providing services, information or advice, neither Class IBS nor any of its officers, employees or agents warrants the accuracy of any of the information or advice supplied. Except as set out herein, neither Class IBS nor any of its officers, employees or agents (on behalf of each of whom Class IBS has agreed this clause) shall be liable for any loss, damage or expense whatever sustained by any person due to any act, omission or error of whatsoever nature and howsoever caused or allegedly caused by Class IBS or by any of its officers, employees or agents or due to any inaccuracy of whatsoever nature and howsoever caused in any information or advice given in any way whatsoever by or on behalf of Class IBS even if held to amount to a breach of warranty. Nevertheless, if the client uses Class IBS services or relies on any information or advice given by or on behalf of Class IBS and suffers loss, damage or expense thereby which is proved to have been due to any negligent act, omission or error of Class IBS, its officers, employees or agents or any negligent inaccuracy in information or advice given by or on behalf of Class IBS, then Class IBS will pay compensation to the client for his proved loss up to but not exceeding the amount of fee (if any) charged by Class IBS for that particular service information or advice.
11. Neither Class IBS, nor any of its officers, employees or agents (on behalf of each of whom this notice is given) shall be under liability or responsibility in negligence or otherwise howsoever to any person who is not a party to the agreement with Class IBS pursuant to which any certificate, statement, data or report is issued in respect of any information or advice expressly or impliedly given by Class IBS or any of its officers, employees or agents or in respect of any omission or inaccuracy therein or in respect of any act or omission which has caused or contributed to any certificate, statement, data or report being issued with the information and advice it contains (if any). Nothing herein will create rights pursuant to the Panamanian Law in favor of any person who is not a party to the contract with Class IBS.
12. No other document purporting to impose additional liability on Class IBS, or any of its officers, employees or agents for the provision of Class IBS services will be effective unless presented to and signed by an authorized Class IBS Head Office officer.
13. The client agrees that Class IBS and any of its officers, employees or agents will be assureds under client's relevant insurance and that full waiver of rights of subrogation are provided by relevant underwriters to Class IBS or any of its officers, employees or agents.
14. When the Regulations with regards to surveys on the hull, equipment or machinery have not been complied with and the ship is thereby not entitled to retain certification, relevant certification will be suspended or withdrawn, at Class IBS discretion.
15. Class IBS has the power to withhold or, if already granted, to suspend, withdraw any certificate (or to withhold any certificate or report in any other case), in the event of non-payment of any fee.
16. The place for any dispute concerning the provision of Class IBS services and/or the contract under which such services are provided is subject to the exclusive jurisdiction of the Panamanian Courts and will be governed by Panamanian Law.
17. Additional Terms and Conditions can be found in our General Regulations