

CERTIFICADO DE TRABAJO MARÍTIMO MARITIME LABOUR CERTIFICATE



(Nota: Al presente Certificado deberá adjuntarse una Declaración de Conformidad Laboral Marítima)

(Note: This Certificate shall have a Declaration of Maritime Labour Compliance attached)

Expedido de conformidad con las disposiciones del artículo V y el título 5 del Convenio sobre el trabajo marítimo, 2006 (en adelante, "el Convenio") y en virtud de la autoridad del Gobierno de:

Issued under the provisions of Article V and Title 5 of the Maritime Labour Convention, 2006 (referred to below as "the Convention") under the authority of the Government of:

VANUATU

(Designación completa del Estado cuyo pabellón el buque esté autorizado a enarbolar)

(Full designation of the State whose flag the ship is entitled to fly)

Por/by ISTHMUS BUREAU OF SHIPPING

(Designación completa y dirección de la autoridad competente u organización reconocida debidamente autorizada en virtud de las disposiciones del Convenio)

(Full designation and address of the competent authority or recognized organization duly authorized under the provisions of the Convention)

Certificate No. MLC2006 135

Approval No. 5613420160352

Nombre del Buque Name of ship	Letras o Número distintivo Distinctive number or letters	Puerto de Matrícula Port of registry	Fecha de matriculación Date of registry	Arqueo Bruto Gross tonnage ¹
GYRE	YJTX5	PORT VILA	July 16th, 2014	798
Tipo de Buque Type of ship	Número OMI IMO number:	Nombre y dirección del armador Name and address of the shipowner ²		
OTHER CARGO SHIP	7318999	TDI BROOKS INTERNATIONAL, INC. 14391 SOUTH DOWLING ROAD COLLEGE STATION, TX 77845-USA		

Se certifica que:

This is to certify:

1. Este buque ha sido inspeccionado y se ha verificado su conformidad con los requisitos del Convenio y con las disposiciones de la Declaración de Conformidad Laboral Marítima Adjunta / **That this ship has been inspected and verified to be in compliance with the requirements of the Convention, and the provisions of the attached Declaration of Maritime Labour Compliance.**
2. Se consideró que las condiciones de trabajo y de vida de la gente de mar que se especifican en el Anexo A5-I del Convenio se ajustan a las disposiciones nacionales del país arriba indicado por las que se aplica el Convenio. En la Declaración de Conformidad Laboral Marítima, Parte I, figura un resumen de estas disposiciones nacionales / **That the seafarers' working and living conditions specified in Appendix A5-I of the Convention were found to correspond to the abovementioned country's national requirements implementing the Convention. These national requirements are summarized in the Declaration of Maritime Labour Compliance, Part I.**

El presente certificado es válido hasta

¹ El arqueo bruto para los buques a los que se aplica el sistema provisional de medición de arqueo adoptado por la OMI será el que figura en la columna "OBSERVACIONES" del Certificado Internacional de Arqueo (1969). Véase el artículo II, párrafo 1, c), del Convenio.

¹ For ships covered by the tonnage measurement interim scheme adopted by the IMO, the gross tonnage is that which is included in the REMARKS column of the International Tonnage Certificate (1969). See Article II(1)(c) of the Convention.

² El término armador designa al propietario de un buque u otra entidad o persona, como puede ser el administrador, el agente o el fletador a casco desnudo, que ha asumido la responsabilidad de la explotación del buque por cuenta del propietario y que, al hacerlo, ha aceptado cumplir todos los deberes y responsabilidades que incumben a los armadores en virtud del presente Convenio, independientemente de que otra entidad o persona desempeñe algunos de los deberes o responsabilidades en nombre del armador. Véase el artículo II, párrafo 1 (j), del Convenio.

Shipowner means the owner of the ship or another organization or person, such as the manager, agent or bareboat charterer, who has assumed the responsibility for the operation of the ship from the owner and who, on assuming such responsibility, has agreed to take over the duties and responsibilities imposed on shipowners in accordance with this Convention, regardless of whether any other organizations or persons fulfil certain of the duties or responsibilities on behalf of the shipowner. See Article II(1)(j) of the Convention.

This Certificate is valid until

March 23th, 2021

a reserva de las inspecciones que se efectúen de conformidad con las normas A5.1.3 y A5.1.4 del Convenio / subject to inspections in accordance with Standards A5.1.3 and A5.1.4 of the Convention.

Este certificado sólo es válido cuando se le adjunta la Declaración de Conformidad Laboral Marítima This Certificate is valid only when the Declaration of Maritime Labour Compliance is attached, as

expedida en el
issued at New York, USA on January 20th, 2015

Fecha de finalización de la inspección en la que se basó el presente Certificado
Completion date of the inspection on which this Certificate is based March 24th, 2016

Expedido en el
Issued at Panama on June 13th, 2016



Eng. Keyri Batista
Isthmus Bureau of Shipping

Endosos de la inspección intermedia obligatoria y, si procede, de inspecciones adicionales
Endorsements for mandatory intermediate inspection and, if required, any additional inspection

Se certifica que el buque fue inspeccionado de conformidad con las normas A5.1.3 y A5.1.4 del Convenio y que se determinó que las condiciones de trabajo y de vida de la gente de mar que se especifican en el anexo A5-I del Convenio se ajustan a las disposiciones nacionales del país arriba indicado por las que se aplica el Convenio.

This is to certify that the ship was inspected in accordance with Standards A5.1.3 and A5.1.4 of the Convention and that the seafarers' working and living conditions specified in Appendix A5-I of the Convention were found to correspond to the abovementioned country's national requirements implementing the Convention.

Inspección Intermedia
Intermediate Inspection

(Se efectuará entre el segundo y tercer año a partir de la fecha de finalización de la inspección en la que se basó el presente Certificado) / **(to be completed between the second and third anniversary dates)**

Firmado
Signed

Firma del Oficial autorizado (*Signature of authorized official*)

Lugar
Place

Fecha
Date

(Sello de la autoridad expedidora, según proceda)
(*Seal or stamp of issuing authority, as appropriate*)

Endosos Adicionales (si procede)
Additional endorsements (if required)

Se certifica que el buque fue objeto de una inspección adicional a fin de comprobar si seguía cumpliendo con las disposiciones nacionales por las que se aplica el Convenio, con arreglo a lo previsto en el párrafo 3 de la norma A3.1 del Convenio (nueva matrícula del buque o modificación del alojamiento) o por otros motivos.

This is to certify that the ship was the subject of an additional inspection for the purpose of verifying that the ship continued to be in compliance with the national requirements implementing the Convention, as required by Standard A3.1, paragraph 3, of the Convention (re-registration or substantial alteration of accommodation) or for other reasons.

Convenio sobre el trabajo marítimo, 2006
Maritime Labour Convention, 2006

Inspección Adicional (si procede)
Additional inspection (if required)

Firmado
Signed

Firma del Oficial autorizado (*Signature of authorized official*)

Lugar
Place

Fecha
Date

(Sello de la autoridad expedidora, según proceda)
(*Seal or stamp of issuing authority, as appropriate*)

Inspección Adicional (si procede)
Additional inspection (if required)

Firmado
Signed

Firma del Oficial autorizado (*Signature of authorized official*)

Lugar
Place

Fecha
Date

(Sello de la autoridad expedidora, según proceda)
(*Seal or stamp of issuing authority, as appropriate*)

Inspección Adicional (si procede)
Additional inspection (if required)

Firmado
Signed

Firma del Oficial autorizado (*Signature of authorized official*)

Lugar
Place

Fecha
Date

(Sello de la autoridad expedidora, según proceda)
(*Seal or stamp of issuing authority, as appropriate*)

TERMS AND CONDITIONS

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

1. IBS's services do not assess compliance with any standard other than the applicable Isthmus Bureau of Shipping criteria, International Conventions, National Regulations, and/or other standards agreed in writing by IBS and the Client.
2. In providing services, information or advice, neither 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 IBS nor any of its officers, employees or agents (on behalf of each of whom 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 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 IBS even if held to amount to a breach of warranty. Nevertheless, if the client uses IBS services or relies on any information or advice given by or on behalf of IBS and suffers loss, damage or expense thereby which is proved to have been due to any negligent act, omission or error of IBS, its officers, employees or agents or any negligent inaccuracy in information or advice given by or on behalf of IBS, then IBS will pay compensation to the client for his proved loss up to but not exceeding the amount of fee (if any) charged by IBS for that particular service information or advice.
3. Neither 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 IBS pursuant to which any certificate, statement, data or report is issued in respect of any information or advice expressly or impliedly given by 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 IBS.
4. No other document purporting to impose additional liability on IBS, or any of its officers, employees or agents for the provision of IBS's services will be effective unless presented to and signed by an authorized IBS Head Office.
5. The client agrees that 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 IBS or any of its officers, employees or agents.
6. Any damage, defect, breakdown or grounding, which could invalidate the conditions for which certification has been assigned, is to be reported to IBS without delay.
7. All repairs to hull, equipment and machinery which may be required in order that a ship may retain its certification are to be carried out to the satisfaction of IBS's surveyors. When repairs are affected at a port, terminal or location where the services of an IBS surveyor are not available, the repairs are to be surveyed by one of IBS's surveyors at the earliest opportunity thereafter.
8. Plans and particulars of any proposed alterations to the approved scantlings and arrangements of hull, equipment, or machinery are to be submitted to IBS for approval, and such alterations are to be carried out to the satisfaction of IBS's surveyors.
9. It is the responsibility of the Owner to ensure that all surveys necessary for the maintenance of certification are carried out at the proper time and in accordance with the instructions of IBS.
10. IBS gives timely notice to an Owner about forthcoming surveys by means of a letter or a quarterly computer print-out. The omission of such notice, however, does not absolve the Owner from responsibility to comply with IBS's survey requirements for maintenance of class.
11. 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 IBS's discretion.
12. 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.
13. Any dispute concerning the provision of IBS's 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.
14. Isthmus Bureau of Shipping (IBS) will recognise validity of only those interim certificates showing an Approval Number granted by HO through its Data Base System. Said certificates shall be issued and delivered to visited ship's representative according to our approved procedures. Prior written authorisation from IBS Head Office is required when using other means than IBS Data Base system to obtain any certificates delivered to vessels.