



**APPLICATION TO  
INTERNATIONAL CARGO GEAR BUREAU, INC. (ICGB)  
BY:**

(OWNER/OPERATOR or MANUFACTURER)

re:	(1) IDENTIFICATION OF UNIT:		ICGB REG. NO.:
	(a) LOCATED ON:		
	(b) TYPE of UNIT:		
	(c) MANUFACTURER:		
	(d) MODEL NUMBER:	SERIAL NUMBER:	
	(e) BOOM DATA		
	(g) POWERED BY:		
	(2) SERVICE USE(S)	SWL RATING(S) NO LIST/TRIM	RADIUS DEGREE/TROLLEY TRAVEL
	<b>WIRE ROPE REEVING DATA</b>	<b>WIRE TYPE</b>	<b>DIAMETER</b>
	MAIN FALL		
	WHIP FALL		
	AUX FALL		
	BOOM HOIST		
	BOOM PENDANTS		
	TROLLEY WIRES		
	OTHER:		
NOTE:	(I)	BALLAST TANKS WITHIN THE HULL (BARGE) and/or UNCONTROLLED FREE SURFACE AREAS: ARE or ARE NOT A FACTOR WHEN THE HEREIN RECORDED CRANE/DERRICK IS IN USE.	
	(II)	WHERE THERE ARE SUCH FACTORS, THE NECESSARY INFORMATION ABOUT SUCH FACTORS, ALONG WITH VERIFICATION OF THE INTEGRITY OF ANY INTERNALS CONTRIBUTING TO STABILITY UNDER CONDITIONS OF USE, <u>MUST BE SUBMITTED WITH THIS APPLICATION BEFORE ICGB INSPECTIONS</u> and CERTIFICATION PROCEDURES ARE COMMENCED	
	(III)	THE MEANS OF ATTACHMENT OF THE HEREIN RECORDED CRANE/DERRICK TO THE BARGE WILL <u>NOT</u> BE INCLUDED IN THE CORRESPONDING ICGB CERTIFICATION	
(3)	USDL/OSHA REGULATIONS CFR 29, PART 1915, SUBPART G: PART 1917, SUBPART C; PART 1918, SUBPARTS B, F, G, AND H and PART 1919		
	THIS IS TO CONFIRM OUR APPLICATION TO ICGB TO CERTIFICATE THE HEREIN RECORDED EQUIPMENT, REFERENCED AS ITEM (1) ABOVE IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE USDL/OSHA REGULATIONS HEREIN REFERENCED AS ITEM (3) ABOVE, BASED UPON THE RATINGS IN ITEM (2) ABOVE WHICH WE SPECIFY and WARRANT TO BE CORRECT, AND IN ACCORDANCE WITH THE ATTACHED ICGB SUPPLEMENT "A" AS ACKNOWLEDGED BY THE APPLICANT ON PAGE 4 OF THIS FORM, AND ON THE BASIS OF PARAGRAPH _____ WHICH IS PRINTED ON PAGE 2 OF THIS FORM		
	IT IS UNDERSTOOD THAT FEES WILL BE CHARGED BY ICGB FOR INSPECTION AND FOR TECHNICAL SERVICES RENDERED CONSISTENT WITH THE EXTENT OF SERVICES INVOLVED AND THE ASSOCIATED OPERATING EXPENSES INCURRED BY ICGB.		
	APPLICANT MUST SIGN THIS PAGE 1, MUST COMPLETE AND SIGN PAGE 2 IF OPTION "B" IS SELECTED, AND MUST SIGN PAGE 4 OF THIS FORM IN ANY CASE PRIOR TO INSPECTION		(Signature) (date)
			(Owner/Operator Name)
			(Position of Signatory)

(a)	<p><i>In addition to ICGB certification of expected satisfactory testing and inspection of the equipment identified on page 1 of this Form, it is requested that /CGB complete a detailed technical analysis and evaluation of the construction and design of the equipment to facilitate the issuance of ICGB technical approval of the capacity rating(s) to be certified by the test(s) witnessed and inspections completed by ICGB. Accordingly, we will submit technical data and/or make the equipment available for determination of construction details as needed to facilitate associated ICGB technical evaluations.</i></p>						
	<p style="text-align: center;">-OR-</p>						
(b)	<p><i>It is acknowledged and accepted that ICGB approval of the working capability of the equipment to be certified shall be restricted to the certification of the capability demonstrated and attested to by the specific test(s) of the equipment that we conduct for ICGB to witness and the inspections of the equipment accomplished by an attending ICGB Appointee in accordance with the provisions of the applicable regulations and <u>based upon our herein presented warranty on page 1 of this Form that the current construction, rigging, and capacity rating(s), and other conditions of use for the equipment are strictly in accordance with:</u></i></p> <table border="1" data-bbox="178 1333 1531 1579"> <tr> <td data-bbox="178 1333 259 1417">(1)</td> <td data-bbox="259 1333 1531 1417"><i>The original manufacturer's rating(s)</i></td> </tr> <tr> <td data-bbox="178 1417 259 1501">(2)</td> <td data-bbox="259 1417 1531 1501"><i>Other design specifications by:</i></td> </tr> <tr> <td data-bbox="178 1501 259 1579">(3)</td> <td data-bbox="259 1501 1531 1579"><i>The Applicant's own warranty</i></td> </tr> </table>	(1)	<i>The original manufacturer's rating(s)</i>	(2)	<i>Other design specifications by:</i>	(3)	<i>The Applicant's own warranty</i>
(1)	<i>The original manufacturer's rating(s)</i>						
(2)	<i>Other design specifications by:</i>						
(3)	<i>The Applicant's own warranty</i>						

# INTERNATIONAL CARGO GEAR BUREAU, INC.



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FAX: (212) 757-2650  
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## SUPPLEMENT "A"

-APPLICABLE TO ICGB CERTIFICATES & DOCUMENTS-

(February 1999)

INTERNATIONALCARGO GEAR BUREAU, INC. (ICGB), is a not-for-profit membership corporation which provides recognized registration, inspection, certification, documentation, design evaluation, and consultation services throughout the world for materials handling devices ashore, offshore, and afloat including shipboard cargo handling gear, cranes, derricks, cargo containers, road vehicles, and related devices, always in accordance with the scope of the specific services agreed to by the ICGB Headquarters Office in each instance and always subject to the "General Terms and Conditions for ICGB Services".

Fees and expenses are charged by ICGB for services rendered consistent with the associated operating costs incurred by ICGB to provide the services and as necessary to ensure the continuation of ICGB activities in a responsible manner; with qualified and reliable field representation; with effective headquarters coordination, processing, and recording of all ICGB certifications, documentations, and design evaluations; and with appropriate support of such certifications, documentation, and evaluations.

Certificates and documents are issued according to testing procedures witnessed and examinations completed by indicated attending ICGB Appointees, *but are not intended to replace or to supersede the necessity for maintenance or other procedures as may have been recommended by others (re: manufacturers, other examining organizations or persons) for the equipment certificated or documented by ICGB.*

With regard to the responsibilities of employers for use, maintenance, and normal operational inspections referral to applicable regulations is important; including the local Dock Regulations of the various countries of expected call for shipboard cargo handling gear, and including the U.S. DEPARTMENT of LABOR, 1917.50 (f). It is particularly important that employers regularly and by means of extraordinary disassembly and/or non-destructive test procedures as might be necessary, arrange to effectively examine parts of the equipment which may not be reasonably accessible for routine examinations including such examinations by ICGB Appointees as recorded by ICGB certificates and documents, so that suitability of the equipment for continued use may be regularly assured by employers. In addition, equipment owners should assure continuous compliance with all manufacturer, regulatory, and other applicable performance specifications (re: full range accuracy of load indicating devices, deceleration standards, temperature range allowances for machinery, etc.) regardless of the extent to which such specifications can be evaluated during routine ICGB examinations.

Other requirements of applicable Federal/State Regulations not specifically considered within the scope or recorded by related ICGB certificates/documents remain for the continuing attention and responsibility of equipment Owners/Users (re: adequate lighting, walkways, ladders, stairways, clearance between moving and fixed structures, electric motor restart lockouts, fire extinguishers in vicinity, etc.)

The "GENERAL TERMS and CONDITIONS FOR ICGB SERVICES" are part of this Supplement "A" and appear on the reverse side of this form.

**GENERAL TERMS and CONDITIONS**  
**FOR ICGB SERVICES**  
*(March 14<sup>th</sup> 2006)*

At the reasonable request of an APPLICANT, INTERNATIONAL CARGO GEAR BUREAU, INC. (i.e., ICGB) will arrange to have an experienced person witness tests to equipment as conducted and/or arranged by such requesting APPLICANT and to complete related inspections in accordance with applicable regulations and standards. Corresponding certificates or other documents or approvals will be processed and provided by the ICGB Headquarters Office at 321 West 44<sup>th</sup> Street, New York, New York. No OTHER terms or conditions regarding ICGB services shall be effective against or binding upon ICGB, unless expressly agreed to in writing by an instrument signed by an authorized officer of the ICGB Headquarters Office. ALL SERVICES RENDERED IN CONNECTION WITH SUCH A REQUEST SHALL BE SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

Unless otherwise specifically provided for by associated ICGB certificates, documents, forms, diagrams, or correspondence, ICGB approval of the working capability of equipment certified or documented is restricted to the certification or documentation of the capability demonstrated and attested to by the specific tests to and inspections of such equipment accomplished in accordance with corresponding standards and requirements for such tests and inspections as established by applicable prevailing Regulations, and consistent with the rated lifting capacity of such equipment as previously documented by other recognized organizations and/or Authorities. ICGB assumes no responsibility for any damages caused by equipment tests nor does ICGB assume responsibility for testing devices and/or weights provided by or with the permission of the APPLICANT. The APPLICANT must maintain a record of, and present to ICGB, verification of the certified accuracy of any testing devices and/or of any weights of test loads utilized in connection with related ICGB certifications and documentations.

ICGB does not assume the continuing responsibility of the APPLICANT to comply with the pertinent safety regulations and standards. ICGB services do not interrupt the continuing responsibility of the APPLICANT to have all equipment presented for ICGB inspection rigged and employed in an approved and safe manner consistent with corresponding manufacturer specifications and associated certifications and documentations. ICGB assumes no responsibility for maintenance or proper use or possible misuse of such equipment. *Such equipment is certified or documented by ICGB in accordance with the tests witnessed and the physical inspections reasonably completed by ICGB, and the rules and regulations on which such tests and inspections are based.*

Additionally, it is the responsibility of the APPLICANT to assure proper use of the equipment and to service, repair, or replace the equipment or components of the equipment as necessary, consistent with any associated ICGB recommendations at the time of and subsequent to the effective date(s) of and within the intent of the associated ICGB certificate(s) and documentation(s) issued.

*ICGB is not an insurer or guarantor of equipment integrity or safety. The validity, applicability and interpretation of a certificate issued under the terms of or in contemplation of this agreement is governed by the pertinent rules and regulations under which such certificate is issued. Nothing contained herein or in such a certificate shall be deemed to relieve any designer, builder, owner, manufacturer, seller, supplier, repairer, operator, insurer or other entity of the 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 herein are for the sole and exclusive benefit of ICGB and APPLICANT, and any certificate or documentation issued as part of the services rendered under this agreement is a representation only to the APPLICANT and is issued solely for the use of the APPLICANT*

ICGB certifications and documentations do not include certification, documentation or any other approval for or relating to the stability of, means of attachment to, or structural suitability of working surfaces, platforms, piers, vessels or the like upon which ICGB inspected equipment may be located or to which ICGB inspected equipment may be attached and placed in service, as matters of stability, attachment, and structural suitability are not within the intended or the offered scope of ICGB jurisdiction or services. ICGB extends no warranty of any kind, express or implied, including any implied warranty with respect to services provided by ICGB, and under no circumstances will ICGB be liable to the APPLICANT under or in connection with this Agreement, under any tort, negligence, strict liability, contract or other legal or equitable theory, for incidental or consequential damages, or for the APPLICANT'S cost of effecting cover.

The APPLICANT hereby expressly waives and releases any cause of action or right of recovery which the APPLICANT may have hereafter against ICGB for any loss or damage, except for those claims caused solely by the negligence of ICGB, its agents, employees, officers, directors or subcontractors.

Additionally, any APPLICANT requesting ICGB services agrees to indemnify and hold harmless ICGB from and against any and all claims, including legal fees, which may be brought against ICGB incidental to, arising out of or in connection with the ICGB services and the related procedures. The APPLICANT and ICGB further hereby expressly waive and release any cause of action or right of recovery for indemnification from each other for any loss or damage claimed to have been caused by each party's own strict liability and/or negligence. This agreement of express waiver of right of indemnification for each party's own strict liability and/or negligence shall control regardless of whether this contract for ICGB Services is deemed a maritime contract or a contract existing pursuant to federal, state, or local law.

*The APPLICANT requesting ICGB services further agrees that any and all claims or disputes arising out of or in connection with the ICGB services and related procedures shall be determined solely by the United States District Court for the Southern District of New York and/or the Supreme Court of the State of New York.*

*Any statutes of limitation notwithstanding, the APPLICANT expressly agrees that its right to bring or to assert against ICGB any and all claims, demands and legal proceedings shall be waived unless (a) notice is received by ICGB 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; and (b) legal proceedings based on such claims or demands of whatever nature are commenced within one (1) year of the date of such notice to ICGB.*

ICGB makes no representation beyond those herein contained regarding its certificates, reports, documents, or other services.

On behalf of the APPLICANT, I have carefully read these "General Terms and Conditions for ICGB Services" and the associated Application for ICGB Services and fully understand the terms of these Agreements and the Release of Liability, Indemnity and Hold Harmless provisions.

I represent that I am duly authorized to sign these Agreements and the Release of Liability, Indemnity and Hold Harmless provisions on behalf of the APPLICANT; which Agreements and Release of Liability, and Indemnity and Hold Harmless provisions apply to all ICGB services rendered now or in the future by ICGB until specifically in writing, terminated or superseded by a new agreement between the Applicant and ICGB.

NAME OF APPLICANT (COMPANY)		(PLEASE PRINT)	
BY	SIGNATURE		DATE
BY	NAME (PLEASE PRINT)		TITLE