MANUFACTURING SURVEY ARRANGEMENT

Between "Manufacturer"
SSAB Europe Oy
Raahe, Finland

and

"DNV GL"
DNV GL Finland Oy Ab
Turku

Ref. Recognition Certificate: MSARC0000AWF

This Manufacturing Survey Arrangement (MSA) is applicable to
Steel material - Steel plates and strips of approved VL grades of SSAB Europe Oy Raahe steel works
subject to testing and inspection for conformance with the requirements of DNV GL Rules, as stated herein.

The MSA implies that the manufacturer is authorised to perform the testing and inspection without the attendance of DNV GL and to prepare the certificates which will be validated by DNV GL.

The MSA is valid until 2022-12-31

The MSA will, however, be invalid if the Recognition Certificate is invalid, or if the manufacturer's Quality System Certificate No. 91659-2011-AQ-FIN-FINAS is invalid.

The MSA is governed by DNV GL's general terms and conditions. These may be provided upon request.

Issued at Turku on 2019-02-08

for SSAB EUROPE OY

Antero Tamminen
Quality Manager

for DNV GL FINLAND OY AB

Repo, Aki
Station Manager
1. Scope of Work

For the above mentioned product(s) to be certified for conformance with DNV GL Rules, the following conditions will come into force:

1.1 Reference Documents
IV. Approval of Manufacturer Certificate No. AMMM00000HK
V. Quality System Certificate (QSC) No. 91659-2011-AQ-FIN-FINAS issued by DNV GL.
VI. MPQA Level 3 Report No. MPQA-TOMI-21

1.2 Approvals
This MSA does not exempt the manufacturer from obtaining approval of new material grades or re-approval when a new manufacturing process or heat treatment process is introduced.

Semi-finished materials for steel rolling mill may be subcontracted. When raw materials for steel rolling mill (slabs/ingots/etc.) are not produced at the rolling mill, the semi-finished steel products shall be procured from DNV GL approved steelmaker.

The thickness reduction ratio shall be according to DNV GL Rules or at least as per samples manufactured for approval testing for DNV GL Approval of Manufacturer process.

1.3 Testing and Inspection

The verification of correct sampling of test specimen, mechanical testing and inspection are entrusted to the manufacturer on the basis of documented and accepted procedures and the use of qualified personnel familiar with the DNV GL Rules.

1.4 Assessments performed by DNV GL

Compliance with the conditions agreed in this MSA is subject to control and review by assessing as follows:

a) Periodical assessments of the MSA function are to be made at 6 months intervals, based on a mutually agreed schedule.

b) Project-specific assessments or unscheduled spot checks may be made to ensure compliance of the products with Rule requirements.

For this purpose DNV GL shall at all reasonable times be given access to the manufacturing plant and to the relevant manufacturing documents and records.

1.4.1 Agenda for the MSA assessments

The agenda for the assessments will be proposed by DNV GL in the notification of the meeting.

The agenda may typically contain:

a) Organisation, responsibilities and qualifications of relevant personnel.
b) The efficiency of the implementation of the MSA.
c) Operational procedures and instructions related to the MSA agreement.
d) Manufacturing processes, inspection and testing.
e) Test records.
f) Castings and forgings materials, properties and applications.
g) Product marking and traceability and control of non-conforming product.
h) Claims, question from clients and others.
i) Review of possible problem areas raised from previous MSA assessments.
j) Review of reports from Quality System Audits.
k) Information to be updated.
l) Statistical results from testing.
m) Review of the Quality System Audit reports in connection with ISO QSC.
n) News from DNV GL.

Any problems found should be handled as non-conformities in the QSC implemented corrective action system. Corrective actions will be re-assessed by DNV GL.

2. Reporting by manufacturer

2.1 Manufacturing Records
Records shall be made of the relevant manufacturing data and the results of all specified testing and inspection necessary for conformance to the Rules. This includes also reports from repair welding, if any, and re-inspection after repair welding.

2.2 Works certificate
Material certificates are to be prepared by the Manufacturer and the following text is to be printed or stamped on the certificate:

"This is to certify that the material described above has been made by an approved process and has been satisfactorily tested in accordance with DNV GL Rules. This certificate is issued in accordance with the survey arrangement authorised by DNV GL in Recognition Certificate: MSARC0000AWF, which is controlled by regular auditing."

The material certificate is to contain all relevant information as required by the Rules. They are to be forwarded to the DNV GL surveyor for validation.

A copy of the material certificate is to be retained by the manufacturer as quality records and the retention period is to be as stated in the Quality System Manual.

By including the reference to this MSA agreement in the material certificate, the manufacturer is declaring full compliance with this MSA agreement.

Each certificate is to be given a VL Certificate number.

SSAB will digitally stamp the material certificates with valid DNV GL seal stamp given by the administrative DNV GL office.

The completed material certificate will be distributed directly from SSAB to the Purchaser and to DNV GL.

2.3 Non-conformances
The manufacturer is to report any deviation from the DNV GL Rules and this MSA and obtain DNV GL's written approval prior to dispatch of the product.

2.4 Information to DNV GL
The manufacturer is to report any purchaser requirement, which may extend the scope defined in the DNV GL Rules. Any additional requirements outside of the DNV GL Rules are not covered by this MSA.
All customer complaints to products delivered under this MSA agreement shall be reported to the DNV GL local office. A procedure for reporting of customer complaints has to be established by the manufacturer and approved by DNV GL. It is up to DNV GL to decide if further involvement is necessary or not at that time. However, closing of customer complaints reported to DNV GL and corrective actions implemented by the manufacturer will be discussed under the MSA assessment.

3. Reporting by DNV GL

3.1 Validation of material certificates
The material certificates prepared by the Manufacturer will be reviewed and validated by the administrative DNV GL office. If nonconformities are detected this will be reported to the Manufacturer at once. It is the Manufacturers responsibility to withdraw the rejected material certificates.

3.2 Information to manufacturer
DNV GL will inform the manufacturer of new or amended rules and regulations which would affect the arrangements authorised.

Reserved certificate numbers to be used for material certification based on this MSA agreement will be communicated to the manufacturer.

3.3 MSA assessments
After each assessment a report will be prepared by DNV GL, and distributed to the involved parties.

4. Marking for Identification

4.1 Marking
Materials which have been satisfactorily tested and inspected shall be marked as required by the DNV GL Rules. The product is further to be marked with the DNV GL VL-stamp furnished by DNV GL or with automatic dot peen marking systems integrated into production line assessed and accepted by DNV GL.

Only those materials covered by this arrangement are permitted to be marked with this stamp.

In the event of any material bearing the Society's brand failing to comply with the test requirements, the brand shall be unmistakably defaced by the manufacturer.

4.2 Handling of the VL-stamp(s)
The manufacturer's signer of the MSA agreement is kept responsible for the VL-stamps provided to them as part of this agreement, and the stamps shall only be used by authorised personnel.

The VL-stamps must not be transferred to subsidiary companies belonging to the same group or any other third party.

A worn out or damaged VL-stamp is to be returned to DNV GL who will supply a new stamp.

The VL-stamps shall be returned to DNV GL when the MSA agreement is invalid.

5. Monitoring and Administration of the MSA

The DNV GL Turku Office is responsible for:
1) Follow up of the MSA through the periodical MSA assessments.
2) The regular contact with the manufacturer.
3) Review of material certificates.
4) Validation of material certificates.
5) Review of statistical reports.
6) Uploading of material certificates to Nauticus Certification production system
7) Invoicing.

6. Fees and Payment Terms

Certification fees will be charged in accordance with DNV GL’s standard fees for manufacturers holding a certified QSC and having implemented a MSA or in accordance with special written agreements, to be updated annually.

7. Regulation for the Certification Services

Regulations with respect to obligations, publications, suspension, withdrawal/cancellation and appeal are given in DNV GL CLASS PROGRAMME No. DNVGL-CP-0337 “General description of services for certification of materials and components”, Section 2 [7].

8. Validity

Any changes in production process, procedures or other matters that may influence the validity of the Recognition Certificate, the MSA agreement or the conditions stated therein are to be submitted to DNV GL for evaluation.

The MSA will be invalid if:

a) The Recognition Certificate is invalid.
b) The DNV GL Approval of Manufacturer Certificate is invalid.
c) The QSC is invalid.
d) The possible non-conformities from the MSA assessments are not responded to and/or corrective actions are not implemented within the agreed time.
e) The manufacturer does not comply with the obligations of the MSA agreement.
e) The certification fees are not paid in due time.

Either party shall have the right to terminate this MSA subject to three months written notice.

9. Liability and Indemnity

If any person suffers loss or damage which is proven to have been caused by any negligent act or omission of the Society, the Society shall pay compensation to such person for his proven direct loss or damage. However, the compensation shall not exceed an amount equal to ten times the fee charged for the service in question. The maximum compensation shall never exceed USD 2 million.

In this provision the “Society” shall mean DNV GL AS as well as its direct and indirect owners, affiliates, subsidiaries, directors, officers, employees, agents and any other person or entity acting on behalf of DNV GL AS.
10. Law and Jurisdiction

This MSA shall be governed and construed in accordance with the laws of Norway.

Any dispute arising in relation to or as a consequence of this MSA, which cannot be settled amicably through negotiations between the parties, shall be subject to the courts of Oslo, Norway.