



# MANUFACTURING SURVEY ARRANGEMENT

MSA No:  
**MSA0000BN0**

Between "Manufacturer"  
**INDUSTEEL FRANCE SAS**  
Chateauneuf, France

and

"DNV"  
DNV legal entity  
France CMC

Ref. Recognition Certificate: MSARC0000BN0

This Manufacturing Survey Arrangement (MSA) is applicable to

- Steel material - High strength steel**
- Steel material - Extra high strength steel**
- Steel material - Rolled steels for boiler and pressure vessels**
- Steel material - Steel for low temperature service**

subject to testing and inspection for conformance with the requirements of DNV Rules, as stated herein.

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

The MSA is valid until **2025-09-14**

The MSA will, however, be invalid if the Recognition Certificate is invalid, or if the manufacturer's Quality System Certificate No. 2020/86839.3 is invalid.

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

Issued at **France CMC** on **2021-09-15**

for **INDUSTEEL FRANCE SAS**

Digitally signed by Yohann MENIER -  
INDUSTEEL Loire - Quality System  
Manager  
Date: 2021.09.15 19:29:43 +02'00'

.....  
**(Name)**

**(Title)**

for **DNV LEGAL ENTITY**

**DNV GL France**

**69, rue du Chevaleret**

**Berchroux, Jean-Marc**

**NB/CMC Area Manager**

**RCS 309 610 061**



## 1. Scope of Work

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

### 1.1 Reference Documents

- I. DNV Rules for classification – Ships  
DNV Offshore Standard(s) – DNV-OS-B101-Metallic Materials
- II. Approval of Manufacturer Certificate No(s). AMMM00000XW rev 5
- III. Quality System Certificate (QSC) No. 2020/86839.3 issued by AFAQ-AFNOR Certification
- IV. The Manufacturer's documented and accepted procedures for inspection and testing  
- Quality System Manual Industeel France ASME B&PV Code Section III - NCA 3800 Ref: IND-MAQ-00 Ed 15  
- Procedure IL/SMQ/019 Management of orders under DNV inspection - MSA application.
- V. MPQA audit report ref. MPQA-JMB-22

### 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.

### 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 Rules.

#### 1.3.1 Qualification of Personnel

Persons appointed by ArcelorMittal Industeel Chateaufort as the manufacturer's responsible for correct verification shall be trained as follows:

- Knowledge of valid DNV Rules for the products
- Implementation of the procedures related with this MSA.

A statement from ArcelorMittal Industeel Chateaufort that inspection personnel is qualified and experienced shall be in place.

Qualifications shall be followed and updated.

ArcelorMittal Industeel Chateaufort shall maintain an up-to-date list of qualified personnel and holder of DNV stamps. Copy of the list as well as revisions shall be forwarded to DNV France when modified and will be reviewed during periodical audits.

### 1.4 Assessments performed by DNV

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 12 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 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 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) Steel 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.

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

## 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.

### 2.2 Works certificate

For each product to be certified under this agreement, the manufacturer shall prepare a works certificate. The certificate shall:

- Reference to the applicable DNV Rules.
- Reference the MSA agreement no.
- Fulfil the requirements to a works certificate as per DNV Rules.
- Contain all relevant information as required by the DNV Rules.
- Under marking of the product state the DNV certificate no.

A copy of the works 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 works certificate, the manufacturer is declaring full compliance with this MSA agreement.

### 2.3 Non-conformances

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

### 2.4 Information to DNV

The manufacturer is to report any purchaser requirement, which may extend the scope defined in the DNV Rules. Any additional requirements outside of the DNV Rules are not covered by this MSA.

All customer complaints to products delivered under this MSA agreement shall be reported to the DNV local office. A procedure for reporting of customer complaints has to be established by the manufacturer and approved by DNV. It is up to DNV to decide if further involvement is necessary or not at that time. However, closing of customer complaints reported to DNV and corrective actions implemented by the manufacturer will be discussed under the MSA assessment.

### **3. Reporting by DNV**

#### **3.1 Issuance of DNV certificates**

DNV will create a product certificate based on the manufacturer's works certificate. The digitally signed certificate will be sent to the manufacturer.

#### **3.2 Information to manufacturer**

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

Reserved certificate numbers to be used for 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 and distributed to the involved parties.

### **4. Marking for Identification**

#### **4.1 Marking**

Products which have been satisfactorily tested and inspected shall be marked as required by the DNV Rules. The product is further to be marked with the DNV certificate number and a NV-stamp furnished by DNV. Only those products covered by this arrangement are permitted to be marked with this stamp.

#### **4.2 Handling of the NV-stamp(s)**

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

The NV-stamp(s) must not be transferred to subsidiary companies belonging to the same group or any other third party.

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

The NV-stamp(s) shall be returned to DNV when the MSA agreement is invalid.

### **5. Monitoring and Administration of the MSA**

The DNV NB/CMC France Service Line is responsible for:

- 1) Follow up of the MSA through the periodical MSA assessments.
- 2) The regular contact with the manufacturer.
- 3) Review of works certificates.
- 4) Issuing DNV certificates.
- 5) Invoicing.

### **6. Fees and Payment Terms**

Certification fees will be charged in accordance with DNV'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 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 for evaluation.

The MSA will be invalid if:

- a) The Recognition Certificate is invalid.
- b) The DNV Approval of Manufacturer Certificate(s) / Type Approval Certificate(s) 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 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 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.