



CERTIFICATE NUMBER SC1693747-X
PLANT LOCATION 4033 Ruffin Road
San Diego, CA 92123 USA
ABS OFFICE San Diego Station



CERTIFICATE OF Manufacturing Assessment

This is to Certify that a representative of this Bureau did, at the request of
DEEP SEA POWER AND LIGHT

Attend their facilities at the location noted above, in order to carry out an audit of their facilities and associated quality assurance and quality control procedures. The facility is considered capable of consistently manufacturing;

SEA BATTERY

in compliance with their ABS Product Design Assessment Certificates and the designated standards defined therein. The product listed on their current Product Design Assessment Certificates are eligible to be placed on this Bureau's *List of Type Approved Products*, subject to annual facility audits by a representative of this Bureau, and renewal of this Certificate after five (5) years.

ISSUE DATE	25-Jun-09	EXPIRATION DATE	9-Jun-14
SURVEYOR'S SIGNATURE	 LOUIS C. O'DONNELL		
FIRST ANNUAL ENDORSEMENT	_____	Date:	_____
SECOND ANNUAL ENDORSEMENT	_____	Date:	_____
THIRD ANNUAL ENDORSEMENT	_____	Date:	_____
FOURTH ANNUAL ENDORSEMENT	_____	Date:	_____

AB257 (03-04)

Note: This certificate evidences compliance with one or more of the Rules, Guides, standards, or other criteria of American Bureau of Shipping; or a statutory, industrial, or manufacturer's standard, and is issued solely for the use of the Bureau, its committees, its clients, or other authorized entities. This certificate is governed by the terms and conditions on the reverse side hereof.

Terms & Conditions of ABS Manufacturing Assessment

1. AGREEMENT

Unless otherwise agreed in writing, all services rendered and certificates issued are governed by the terms and conditions of the "Request for Product Type Approval and Agreement" (the "Agreement") which are hereby incorporated by reference.

2. REPRESENTATIONS AS TO MANUFACTURING ASSESSMENT

A certificate of manufacturing assessment represents that the product design meets the ABS, statutory, industrial, or manufacturer's standard described on the reverse hereof, and that the manufacturer has established a systematic quality monitoring system sufficient to show its capacity to consistently manufacture a product which meets the designated standards. ABS is not a substitute for the independent judgment of professional designers or engineers, nor a substitute for the quality control procedures of constructors, steel makers, suppliers, manufacturers and vendors of marine structures, materials, machinery or equipment. ABS represents solely to the manufacturer or other client of ABS that it will use due diligence in developing Rules, Guides and standards and in surveying the plant as called for by ABS criteria for type approval.

3. SUSPENSION OF CERTIFICATION

Any of the following events will cause immediate suspension of the certificate of manufacturing assessment unless the change is submitted to ABS for a new review and audit.

- a) Redesign of the product or products covered by this certificate;
- b) Change in production methods;
- c) Substantial change in management organization;
- d) Substantial change in frequency or curriculum for personnel training;
- e) Refusing access to ABS personnel for periodic or annual audits;
- f) Failure to correct a non-compliance identified during an audit or in service;
- g) Failure to pay ABS fees.

4. VALIDITY

The validity, applicability and interpretation of a certificate issued under the terms of or in contemplation of ABS Type Approval are governed by the Rules, Guides and standards of American Bureau of Shipping which shall remain the sole judge thereof. Nothing contained in this certificate or in any report issued in contemplation of this certificate shall be deemed to relieve any designer, builder, owner, manufacturer, seller, supplier, repairer, operator or other entity of any warranty express or implied, nor create any interest, right, claim or

benefit in any 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 parties hereto, any right, remedy, or claim hereunder or under any of the provisions herein contained; all of the provisions hereof are for the sole and exclusive benefit of the parties hereto.

5. LIMITATION

ABS makes no representations beyond those contained herein and in the provisions of the Agreement regarding its reports, statements, plan review, surveys, certificates or other services.

6. HOLD HARMLESS

The party to whom this certificate is issued, and his assignee and successor in interest, agree to indemnify and hold harmless ABS from and against any and all claims, demands, lawsuits, or actions for damages, including legal fees, to persons or other legal entities and property, tangible, intangible, or otherwise which may be brought against ABS incidental to, arising out of or in connection with the work done, services performed or material to be furnished under this certificate, except for those claims caused solely and completely by the negligence of ABS, its agents, employees, officers, directors or subcontractors.

7. ARBITRATION

Any and all differences and disputes of whatsoever nature arising out of this agreement shall be put to arbitration in the City of New York pursuant to the laws relating to the arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by ABS, one by Client, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice served on the arbitrators and on an officer of the other party to specify further disputes or difference under this Agreement for hearing and determination. The arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. The arbitrators may grant any relief, other than punitive damages, which they, or a majority of them, deem just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance. Awards made in pursuance to this clause may include costs including a reasonable allowance for attorney's fees and judgment may be entered upon any award made hereunder in any court having jurisdiction. ABS and client hereby mutually waive any and all claims to punitive damages in any forum.

Client shall be required to notify ABS within thirty (30) days of the commencement of any arbitration between it and third parties which may concern ABS's work in connection with this Agreement and shall

afford ABS an opportunity, at ABS's sole option, to participate in the arbitration.

8. TIME BAR TO LEGAL ACTION

Any statutes of limitation notwithstanding, Client expressly agrees for itself and its affiliated companies that its right to bring or to assert against ABS any and all claims, demands or proceedings whether in arbitration or otherwise shall be waived unless (a) notice is received by ABS within thirty (30) days after Client or its affiliates had notice of or should reasonably have been expected to have had notice of the basis for such claims; and (b) arbitration or legal proceedings, if any, based on such claims or demands of whatever nature are commenced within one (1) year of the date of such notice to ABS.

9. LIMITATION OF LIABILITY

The combined liability of American Bureau of Shipping, its officers, employees, agents or subcontractors for any loss, claim, or damage arising from negligent performance or nonperformance of any services under this Agreement, of from breach of any implied or express warranty of workmanlike performance in connection with the services, or from any other reason, to any person, corporation, partnership, business entity, sovereign, country or nation, shall be limited to the greater of a) \$100,000 or b) an amount equal to ten times the sum actually paid for the services alleged to be deficient.

The limitation of liability may be increased up to an amount twenty-five times that sum paid for services upon receipt of Client's written request at or before the time of performance of service and upon payment by Client of an additional fee of \$10.00 for every \$1,000.00 increase in the limitation.