

# VGP Compliance Declaration



## VGP Compliance Declaration for ECOSURE EAF RANGE

**ECOSURE EAF is an Environmentally Acceptable Lubricant (EAL) according to the definitions and requirements of the US EPA 2013 Vessel General Permit, as described below.**

### VGP Section 2.2.9

All vessels must use an EAL in all oil to sea interfaces, unless technically infeasible. “Environmentally acceptable lubricants” means lubricants that are “biodegradable” and “minimally-toxic” and are “not bio-accumulative” as defined in Appendix A of the permit.

### Environmentally Acceptable Lubricant Definition - VGP Appendix A

In order to be classified as an “Environmentally acceptable lubricant” the oil maker must determine that the lubricant is “biodegradable”, “minimally-toxic” and “not bio-accumulative” as defined in Appendix A of the permit. Alternatively, oils that are labelled by any of the following programs also meet the permit’s definitions of being an “Environmentally Acceptable Lubricant: Blue Angel, European Ecolabel, Nordic Swan, the Swedish Standards SS 155434 and 155470, Convention for the Protection of the Marine Environment of the North-East Atlantic (OSPAR) requirements, and EPA’s Design for the Environment (DfE).

The **ECOSURE EAF** range meets the environmental requirements of Swedish Standard SS 15 54 34 and therefore meets the VGP definition of Environmentally Acceptable Lubricant.

### Record Keeping – VGP Section 4.2

Vessel must keep records on the vessel that include the Technical Data Sheets for all EALs used in Oil-to-Sea interfaces on board the vessel in order to prove compliance with the permit.



Peter JF Vickers  
Chairman & Managing Director

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