

SAFMARINE ELECTRONIC DOCUMENT PRINTING FACILITY TERMS AND CONDITIONS

This agreement is entered into as of the ____ day of _____, 20__, between Maersk South Africa (Pty) Ltd, Registration No. 1992/005770/07 acting as agents on behalf of Mærsk Line A/S, (Incorporated in Denmark) SA Reg. No: 2015/028124/10, trading as Safmarine, and hereinafter referred to as "Safmarine" and,

_____, a
_____ corporation having its principal office at
_____ ("Registered User").

1. Use of the Document Printing Facility

- 1.1.** The Safmarine Electronic Document Printing Facility is a Protected Service, and the terms below are a set of Special Terms, as defined by the Safmarine Registered User Terms. The terms below should be read in conjunction with the Registered User Terms, which are available at terms.safmarine.com/webuser.
- 1.2.** Safmarine will use reasonable efforts to make available to the Registered User, at terms.safmarine.com/webuser, by email or otherwise in electronic form, data for printing waybills and / or bills of lading at the Registered User's printer (**Document Printing Facility**) in accordance with the procedures from time to time in use by Safmarine.

2. Printing

- 2.1.** When electronic data is made available to print a waybill or bill of lading, Safmarine will notify the Individual User who at that time is shown in Safmarine's records as being entitled to print it. The Registered User shall ensure that:
- 2.1.1.** the electronic data provided by Safmarine is not altered or used except as provided for in this Agreement.
- 2.1.2.** it is printed at the Registered User's printer as soon as reasonably practicable:
- (a) in the case of a waybill, onto a blank Safmarine waybill form or good quality plain white paper;
- (b) in the case of a bill of lading:

- using only the print functionality of IRM Client for Adobe Reader software, unless Safmarine has first agreed expressly and in writing that the IRM Client for Adobe Reader is not required; and
- onto a blank Safmarine bill of lading form.

Delay in printing may prejudice Safmarine's position in relation to third parties.

2.1.3. any waybill or bill of lading once printed:

- (a) is legible, showing the complete contents of the document without distortion or addition in correctly centered portrait orientation, and is appropriately aligned and set out for the relevant paper size;
- (b) accurately and fully reflects the relevant waybill or bill of lading appearing in electronic form at www.safmarine.com.

2.2. If any document which is printed (whether or not in full) pursuant to the Document Facility does not comply with any part of clause 2.1.3 above, or if any electronic data is made available to the Registered User in error, the Registered User shall immediately contact Safmarine and comply with Safmarine's instructions in relation thereto. If there is any inconsistency between a waybill or bill of lading that is printed and the one appearing in electronic form at www.safmarine.com, the latter shall prevail.

2.3. If Safmarine provides blank bill of lading forms pursuant to this Agreement, the Registered User shall ensure that:

2.3.1. Individual Users only print onto such forms electronic data which they have received pursuant to this Agreement and which they are authorised by the procedures from time to time in use by Safmarine to print;

2.3.2. the number of attempts to print an original does not exceed the number of originals shown on the face of the bill as having been issued. If for technical reasons (for example, difficulties in printing) more attempts to print are required, the express prior written authority of Safmarine must be obtained. This will be at Safmarine's absolute discretion, which in any event will be conditional on

- (i) Safmarine receiving a letter of indemnity, signed by the Registered User, and
- (ii) any paper document which is to be replaced pursuant to such authority having first been destroyed.

3. Use of Electronic Data

- 3.1.** Safmarine provides electronic data pursuant to this Agreement for the sole use of the Registered User and Individual User(s) to whom it is made available. Any other use including copying and forwarding, whether or not permitted by the terms of this Agreement and / or the procedures from time to time in use by Safmarine, is at the Registered User's sole risk and responsibility.
- 3.2.** If requested by the Registered User, Safmarine may at its sole discretion agree to make available to another registered user ("the Nominee") some or all of the data which it provides pursuant to this Agreement. This will be at the Registered User's sole risk and responsibility, and any blank waybill or bill of lading forms required by the Nominee will be provided by Safmarine, not by the Registered User.
- 3.3.** The Registered User shall indemnify and hold harmless Safmarine and its affiliates, associates and agents against any claims, losses, actions, proceedings, damage or liabilities whatsoever (including damages or compensation paid by them to compromise or settle a claim) and all legal costs or other expenses, suffered by them as a result of:
- (a) the Registered User and / or an Individual User making available to another person any electronic data provided by Safmarine pursuant to this Agreement, or copy thereof;
 - (b) Safmarine making available electronic data to a Nominee pursuant to clause 3.2 above.

4. Safmarine Waybills or Bill of Lading Forms

- 4.1.** All blank bill of lading forms shall remain the property of Safmarine until printed pursuant to this Agreement. The Registered User shall:
- 4.1.1.** sign for receipt of all blank bill of lading forms, as received from Safmarine, based on their Box Unique Numbers ("BUN");
 - 4.1.2.** record and keep log of all blank bill of lading forms received based their BUN or the alphanumeric blue tracking numbers (serial numbering) located at the foot of each blank form.
 - 4.1.3.** regularly keep and log inventory of their stock of blank bill of lading forms

Further instructions in this regard may be provided by the local Safmarine office.

and furthermore the Registered User shall ensure that blank bill of lading forms:

4.1.4. are used only in accordance with the terms of this Agreement;

4.1.5. are not altered, except by an Individual User printing electronic data provided by Safmarine pursuant to this Agreement;

4.1.6. are kept securely to provide appropriate protection against use otherwise than in accordance with this Agreement, and any breach or suspected breach of security (including but not limited to loss or theft even if temporary) shall be reported to Safmarine immediately;

4.1.7. are returned to Safmarine immediately following termination of this Agreement.

4.2. Although not printed by Safmarine, the waybill or bill of lading to which the electronic data relates is **issued** by Safmarine. Only Safmarine and its authorised representatives have authority to issue, sign, mark or alter any such document on behalf of Safmarine.

5. Registered User's Authority

5.1. The Registered User warrants that:

(a) it is entitled to receive the original(s) of any waybill or bill of lading which it prints under this Agreement; and

(b) so far as it is not a party to the contract of carriage contained in or evidenced by such a waybill or bill of lading, or is not the owner of the goods to which it relates, it is authorised on behalf of such person(s) to agree that in consideration of Safmarine providing electronic data to the Registered User on the terms of this Agreement, any claims which such person(s) may have arising out of or in connection with Safmarine's performance or nonperformance of its obligations to the Registered User under this Agreement shall be subject to the exclusions and limitations hereunder as if such person(s) were a party to it and references to the Registered User shall be construed accordingly.

6. Law and Jurisdiction

- 6.1.** The parties agree that this Agreement shall be governed by and construed in accordance with English law. Any dispute arising out of or in connection with it shall be subject to the exclusive jurisdiction of the High Court of Justice in London.

For Safmarine

For Client

As agents for and on behalf of
Mærsk Line A/S,
trading as Safmarine

By _____

By _____

Date: _____

Date _____

Instructions for completing the Agreement

If practical, have your legal department review this agreement. Complete the top of page 1 with your company information. Complete the right side of the last page with the appropriate signatures (VP level & above for corporations; owner for sole proprietorship). Mail the completed agreement to your relevant local Safmarine office:

A copy will be mailed back to you after Safmarine has executed the agreement.