



## **MAERSK ELECTRONIC DOCUMENT PRINTING FACILITY AGREEMENT**

This agreement (the "Agreement") is entered into by and between

**[AGENT]**

as Agents for and on behalf of

**Maersk A/S**

**"Maersk"**

and

**[CUSTOMER]**

**"User"**

### **1 Use of the Document Printing Facility**

- 1.1 The Maersk Electronic Document Printing Facility is a Digital Services as defined in a Digital Services User Terms. The Digital Services User Terms available at <https://terms.maersk.com/digital-services> ("Digital Services User Terms") are hereby expressly incorporated in to this Agreement by reference and this Agreement should be read in conjunction with the Digital Services User Terms.
- 1.2 Maersk will use reasonable efforts to make available to the User, at <https://www.maersk.com/>, by email or otherwise in electronic form, data for printing bills of lading at the User's printer in accordance with the procedures from time to time in use by Maersk. Maersk is entitled at its discretion to terminate or suspend the Maersk Electronic Document Printing Facility to any or all User(s) at any time.

### **2 Printing**

- 2.1 When electronic data is made available to print a bill of lading, Maersk will notify the User who at that time is shown in Maersk's records as being entitled to print it.
- 2.2 The User shall ensure:
  - (i) That the electronic data provided by Maersk is not altered or used except as provided for in this Agreement;
  - (ii) that it is printed onto a blank Maersk bill of lading form at the User's printer as soon as reasonably practicable recognising that delay in printing may prejudice Maersk's position in relation to third parties; and
  - (iii) that any bill of lading once printed:



- (a) is legible, showing the complete contents of the document without distortion or addition in correctly centred portrait orientation, and is appropriately aligned and set out for the relevant paper size; and
  - (b) accurately and fully reflects the relevant bill of lading appearing in electronic form at <https://www.maersk.com/>.
- 2.3 If any document which is printed (whether or not in full) pursuant to the Document Facility does not comply with any part of clause 2.2(iii) above, or if any electronic data is made available to the User in error, the User shall immediately contact Maersk and comply with Maersk's instructions in relation thereto. If there is any inconsistency between a bill of lading that is printed and the one appearing in electronic form at <https://www.maersk.com/>, the latter shall prevail.
- 2.4 If Maersk provides blank bill of lading forms, the User shall ensure that:
  - (i) User only print onto such forms electronic data which it has received at <https://www.maersk.com/> and which it is authorised by the procedures from time to time in use by Maersk to print; and
  - (ii) 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 any reason whatsoever, the User does print originals in excess of the number of originals shown on the face of the bill in direct breach of this clause 2.4(ii), the User agrees and undertakes to indemnify Maersk from all consequences of so doing, and to hold Maersk harmless and indemnified against any claims, liabilities, losses, costs, charges, fines, damages and expenses (including any kind of legal expense) arising from or in consequence herewith.

### **3 Use of Electronic Data**

- 3.1 Maersk provides Electronic Document Printing Facilities for the sole use of the User to whom it is made available. Any other use of electronic data provided via its Electronic Document Printing Facilities 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 Maersk, is at the User's sole risk and responsibility.
- 3.2 If requested by the User, Maersk may at its sole discretion agree to make available to another user (the "Nominee") some or all of the data which it provides via its Electronic Document Printing Facilities. This will be at the User's sole risk and responsibility, and any blank bill of lading forms required by the Nominee should be obtained from Maersk directly, not by the User.
- 3.3 The User shall indemnify and hold harmless Maersk 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:
  - (i) The User making available to another person any electronic data provided by Maersk, or copy thereof; and/or



- (ii) Maersk making available electronic data to a Nominee pursuant to clause 3.2 above.

#### **4 Maersk Bill of Lading Forms**

4.1 All blank bill of lading forms shall remain the property of Maersk until printed pursuant to this Agreement.

4.2 The User shall:

- (i) Provide an acknowledgement of receipt of all blank bill of lading forms, received from Maersk, based on their Box Unique Numbers ("BUN");
- (ii) record and keep a log of all blank bill of lading forms received based on their BUN or the alphanumeric blue tracking numbers (serial numbering) located at the foot of each blank form; and
- (iii) regularly keep and log inventory of their stock of blank bill of lading forms;

and ensure that blank bill of lading forms:

- (iv) are used only in accordance with the terms of this Agreement;
- (v) are not altered, except by the User printing electronic data provided by Maersk pursuant to this Agreement;
- (vi) 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 Maersk immediately; and that they
- (vii) are returned to Maersk immediately following termination of the User's use of the Maersk Electronic Document Printing Facility or this Agreement or if otherwise requested by Maersk.

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

#### **5 User's Authority**

5.1 The User warrants:

- (i) That it is entitled to receive the original(s) of any bill of lading which it prints;
- (ii) that it agrees and accepts that it shall be deemed a "Merchant" as defined in the Maersk's Terms for Carriage available at <https://terms.maersk.com/carriage>; and
- (iii) that should the User not be the Shipper under the Transport Document, it has the authority to enter into this Agreement also on behalf of the Shipper.



**6 Assignment**

6.1 The User may not without prior written consent of Maersk assign, transfer or part with, in whole or in part, any of his rights, benefits or obligations under this Agreement in any manner (including without limitation by operation of law). Maersk may assign or novate this Agreement, including any or all of its rights and/or liabilities hereunder to any other company or entity which is directly or indirectly owned or controlled by A.P. Møller – Mærsk A/S by giving public notice or in any other way informing the User.

**7 Law and Jurisdiction**

7.1 The parties agree that this Agreement shall be governed by and construed in accordance with United States law. Any dispute arising out of or in connection with it shall be subject to the exclusive jurisdiction of the United States Federal Court of the Southern District of New York.

For Maersk

For User

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Instructions for completing the Agreement**

Complete the top of page 1 with your company name and address in the section marked "Customer" and delete the square brackets. Complete the right side of the last page with the full name, role and date of signature (if the User is a corporation a director is to sign; if the User is a sole proprietorship the owner is to sign). Email the completed and signed Agreement to the following:

cenwwwsvcreg@maersk.com

A copy will be emailed back to the User once Maersk has agreed to provide the Electronic Document Printing Facility to the User and has countersigned this Agreement.

**Hardware and Software Requirements**

Electronic Document printing only requires:

- 1. Security Access
  - 1a. Username/Password
  - 1b. Access to print Original Bill of Lading
- 2. PDF reader



3. Printer supporting 300 – 600 DPI printing quality.