



MAERSK LINE ELECTRONIC DOCUMENT PRINTING FACILITY TERMS AND CONDITIONS

This agreement is entered into as of the ____ day of _____, 20__, between Maersk Agency U.S.A., Inc. as agents for and on behalf of Maersk Line A/S, Esplanaden 50, 1098 Copenhagen K, Denmark trading as Maersk Line, Safmarine and/or SeaLand ("Maersk Line") and _____, a _____ corporation having its principal office at _____ ("Registered User").

1. Use of the Document Printing Facility

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1.1 The Maersk Line Electronic Document Printing Facility is a Protected Service, and the terms below are a set of Special Terms, as defined by the Maersk Line Registered User Terms which are available at <http://terms.maerskline.com/reguser>, <http://terms.safmarine.com/reguser>, or <http://terms.sealand.com/reguser>. The Registered User Terms are hereby expressly incorporated in to these Terms by reference and these Terms should be read in conjunction with the Registered User Terms.

1.2 Maersk Line will use reasonable efforts to make available to the Registered User, at www.maerskline.com, www.safmarine.com or www.sealand.com 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 Maersk Line. Maersk Line is entitled at its discretion to terminate or suspend the Maersk Line Electronic Document Printing Facility to any or all Registered Users at any time.

2. Printing

2.1 When electronic data is made available to print a waybill or bill of lading, Maersk Line will notify the Individual User who at that time is shown in Maersk Line's records as being entitled to print it. The Registered User shall ensure that:

2.1.1 the electronic data provided by Maersk Line is not altered or used except as provided for in these Terms.

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 Maersk Line 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 Maersk Line has first agreed expressly and in writing that the IRM Client for Adobe Reader is not required; and

- onto a blank Maersk Line bill of lading form.

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

2.1.3 any waybill or bill of lading once printed:

(i) 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;

(ii) accurately and fully reflects the relevant waybill or bill of lading appearing in electronic form at www.maerskline.com, www.safmarine.com or www.sealand.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 Maersk Line and comply with Maersk Line'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.maerskline.com , www.safmarine.com or www.sealand.com the latter shall prevail.

2.3 If Maersk Line provides blank bill of lading forms, the Registered User shall ensure that:

2.3.1 Individual Users only print onto such forms electronic data which they have received at www.maerskline.com , www.safmarine.com or www.sealand.com and which they are authorized by the procedures from time to time in use by Maersk Line 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 Maersk Line must be obtained. This will be at Maersk Line's absolute discretion, which in any event will be conditional on (i) Maersk Line receiving a letter of indemnity in the form required by Maersk Line, 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 Maersk Line provides Electronic Document Printing Facilities for the sole use of the Registered User and Individual User(s) 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 these Terms and / or the procedures from time to time in use by Maersk Line, is at the Registered User's sole risk and responsibility.

3.2 If requested by the Registered User, Maersk Line may at its sole discretion agree to make available to another registered user ("the Nominee") some or all of the data which it provides via its Electronic Document Printing Facilities. 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 should be obtained from Maersk Line direct, not by the Registered User.

3.3 The Registered User shall indemnify and hold harmless Maersk Line 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 Registered User and / or an Individual User making available to another person any electronic data provided by Maersk Line, or copy thereof;
- (ii) Maersk Line making available electronic data to a Nominee pursuant to clause 3.2 above.

4. Maersk Line Waybills or Bill of Lading Forms

All blank bill of lading forms shall remain the property of Maersk Line until printed pursuant to these Terms. The Registered User shall:

4.1.0. provide an acknowledgement of receipt of all blank bill of lading forms, received from Maersk Line, based on their Box Unique Numbers ("BUN");

4.1.1 record and keep a 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.



4.1.2 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 Maersk Line office. Furthermore the Registered User shall ensure that blank bill of lading forms:

4.2.0 are used only in accordance with these Terms;

4.2.1 are not altered, except by an Individual User printing electronic data provided by Maersk Line pursuant to these Terms;

4.2.2 are kept securely to provide appropriate protection against use otherwise than in accordance with these Terms, and any breach or suspected breach of security (including but not limited to loss or theft even if temporary) shall be reported to Maersk Line immediately;

4.2.3 are returned to Maersk Line immediately following termination of the Registered User's use of the Maersk Line Electronic Document Printing Facility.

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

5. Registered User's Authority

The Registered User warrants that:

- 5.1 he is entitled to receive the original(s) of any waybill or bill of lading which he prints;
- 5.2 he agrees and accepts that it shall be deemed a "Merchant" as defined in the Maersk Line's Terms for Carriage available at <http://terms.maerskline.com/carriage>, <http://terms.safmarine.com/carriage> or <http://terms.sealand.com/carriage>
- 5.3 should the Registered User not be the Shipper under the Transport Document, he has the authority to accept these Terms on behalf of the Shipper.

6. Law and Jurisdiction

6.1 The parties agree that these Terms shall be governed by and construed in accordance with the General Maritime Law of the United States and, to the extent not inconsistent therewith, the laws of the State of New York, except the choice of law rules of either. Any dispute arising out of or in connection with it shall be subject to the exclusive jurisdiction of United States District Court for the Southern District of New York.

For Maersk Line, Safmarine and SeaLand

For Client

As agents for and on behalf of
Mærsk Line A/S

By _____

By _____

Date: _____

Date _____



Instructions for completing the Documentation 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 bottom of page 4 with the appropriate signatures (VP level & above for corporations; owner for sole proprietorship).

Kindly email the completed agreement to the Customer Resource Center appropriate to your region:

Maersk Line and Safmarine Customers in the Western US and Gulf Coast of the US
Houston Customer Resource Center
8686 New Trails Rd.
Woodlands, TX 77381

Attn: Peter Hendrix – Maersk - Peter.C.Hendrix@Maersk.com

Attn: Deborah Borchers – Safmarine - Deborah.Borchers@Safmarine.com

Maersk Line Customers in the Eastern US
Charlotte Customer Resource Center
9300 Arrowpoint Blvd.
Charlotte, NC 28273

Attn: Frank Defranco - Frank.Defranco@Maersk.com

SeaLand Customers
Miami Customer Resource Center 2801 S.W. 149th Avenue
Miramar, FL 33027

Attn: Santiago Jiron- Santiago.Jiron@SeaLand.com

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

Hardware and Software Requirements

Electronic Document printing only requires:

1. Security Access
2. Min. 5.0 Internet Explorer or 1.00 Mozilla browser
3. Adobe Reader 6.0 or 7.0 (version 7.0 is recommended)
4. Internet Access
5. Printer must be supported by Adobe Reader and should be 300 – 600 DPI for good quality.