

## Internet Sea Waybill Transmission Agreement

between

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"User"

and

**Hapag-Lloyd Aktiengesellschaft, Ballindamm 25, 20095 Hamburg, Germany** "HLAG"

The provisions of this Agreement shall be applicable for the printing of a Sea Waybill ("SWB") via the Internet at the User's premises.

### **§ 1 General Requirements**

- 1.1 In order to print SWBs via the Internet ("Remote Printing"), the User has to first obtain the permission of HLAG. Upon execution of this Agreement and application, HLAG shall assign the User a login ID and password. The login ID and password shall be held strictly confidential.
- 1.2 HLAG bears no obligation to permit the User to participate in Remote Printing.
- 1.3 The User understands that the transmission of SWBs via the Internet and the general use of the Internet medium involves risks and agrees to bear such risks, particularly those caused by interference of unauthorised parties.

### **§ 2 Issuance of HLAG Sea Waybills**

- 2.1 The User agrees to the transmission of SWBs by way of electronic data traffic via the Internet. HLAG shall transmit the relevant data of each SWB to the User for the booked and accepted cargo received for shipment/shipped together with the electronically-prepared SWB form in Adobe Acrobat Portable Document Format (PDF) without any signature. The User shall bear the obligation of printing out onto paper the respective data without undue delay and without making any changes to the data.
- 2.2 The User shall keep the transmitted SWB on file as paper. The User shall not store a copy of the transmitted SWB in his workstation. If it is under technical reasons necessary to store a copy as file the User shall not make any changes to the transmitted data. Once the User has printed the transmitted data the User shall immediately delete the stored copy.
- 2.3 Each transmitted SWB may only be requested and used once by the User. Only the SWB available for download from the HLAG homepage shall be deemed as the final, legally binding version.
- 2.4 The electronic SWB is only available in Adobe Acrobat Portable Document Format (PDF) to the User for transmission. If it is not requested within four weeks of being made available, a transmission will no longer be possible due to technical reasons; a claim for the issuance of an SWB shall expire.
- 2.5 A User request for the issuance of an SWB in a manner other than via the Internet must first have the agreement of HLAG.

### **§ 3 User's Obligations**

- 3.1 The User shall ensure that its Internet terminal equipment and server work properly. The User may not raise claims against HLAG based on a malfunctioning or non-functioning of the User's Internet terminal equipment or server.
- 3.2 The User shall ensure that the login ID and the password are held strictly confidential at all times and that only authorised persons may use them. The User shall notify HLAG immediately upon knowledge or suspicion of the use or disclosure of the login ID and/or of the password to unauthorised parties. The User shall further notify HLAG in the event of suspicion of use by unauthorised parties of the communication facilities for data traffic with HLAG.
- 3.3 The User shall provide or procure at its own expense terminal communication equipment, printers, software, telecommunications and other hardware necessary for electronic data exchange with HLAG on the above mentioned basis.

### **§ 4 HLAGs Obligations**

- 4.1 HLAG shall notify the User immediately if it reasonably and strongly suspects that unauthorised parties are using the User's terminal communications equipment or communicating with HLAG under the User's login ID or password. In such a case, HLAG shall be further entitled to stop transmission of data to the User immediately. The bar shall be removed as soon as the grounds for suspicion have been dispelled.
- 4.2 If the User's terminal communication equipment is disrupted HLAG shall transmit the SWB by different means, i.e. by fax.
- 4.3 HLAG shall ensure that no unauthorised parties can manipulate the HLAG's SWBs through HLAG's terminal communication facilities.

### **§ 5 Time Limitations**

- 5.1 Planned standstill periods affecting the electronic exchange of messages shall be notified to the other contracting party in good time.
- 5.2 Unplanned standstill periods (e.g. owing to interference) shall also be notified, if possible, to the other contracting party immediately.

### **§ 6 Acknowledgement of Receipt**

- 6.1 HLAG is entitled but not obligated to demand a separate confirmation of receipt of the SWB from the User. In such a case, the confirmation shall be sent immediately. HLAG may determine the means of transmission of the User's confirmation of receipt (fax, telex, Internet).

### **§ 7 Legal Validity of Electronically Exchanged Data, Probative Value**

- 7.1 Neither party may assert that the sent data and received documents are legally invalid simply because they were produced and transmitted or called up electronically. This Agreement, however, shall apply only to the transmission of SWB data, including the SWB form.

7.2 The parties agree that the electronic documents which are transmitted under this Agreement shall have the same conclusive value as written documents. Therefore, the parties undertake not to dispute the probative value of the electronic documents under this Agreement before arbitration courts, courts of ordinary jurisdiction or out of court.

## **§ 8 Transmission Risk, Liability**

8.1 The User shall bear the burden of proof for any inaccuracy of the data received by HLAG.

8.2 The User shall bear the risk of any inference by third parties with the data exchange affecting the accuracy of the received data. Both parties shall record all messages electronically in such a manner that they are complete, chronological, identifiable, protected from manipulation and safe from being deleted or overwritten. At the request of the other party, the contents of the recording must be made readable and available within a reasonable period of time.

8.3 HLAG's liability arising out of and in connection with this Agreement is limited to damage to the User's property caused intentionally or by gross negligence. Claims for indirect damages caused by the negligence of HLAG or its employees or agents are hereby excluded.

## **§ 9 HLAG Terms and Conditions of Business**

9.1 Shipments shall be governed by HLAG's respective special terms and conditions of business; in particular the "[Sea Waybill Terms and Conditions](#)" attached which form part of this contract ([see Annex 1](#)).

9.2 Communication via the Internet shall be governed by the "TERMS AND CONDITIONS OF THE USE OF THE WEBSITE OF HAPAG-LLOYD AKTIENGESELLSCHAFT AND ITS GROUP COMPANIES" which can be viewed on [www.hapag-lloyd.com](http://www.hapag-lloyd.com) Legal terms.

## **§ 10 Term, Termination**

10.1 This Agreement shall take effect on the date of its signing.

10.2 The parties herewith acknowledge and agree that the Agreement shall run for an indefinite period of time. Each party shall have the right to terminate the Agreement upon thirty (30) days period of notice to the other party. The notice must be given in writing. The validity of the individual contract shall not be affected by the termination of this Agreement.

## **§ 11 Choice of Law, Place of Jurisdiction**

11.1 This Agreement shall be governed by the laws of Germany.

11.2 If the User is a merchant, the courts of Hamburg shall have exclusive jurisdiction over claims arising from and in connection with this Agreement. In case HLAG intends to sue the User HLAG shall have also the option to file a suit at the Users place of business.

**§ 12 Miscellaneous**

- 12.1 Notices of termination, subsidiary agreements, supplements and amendments of this Agreement shall be made in writing.
- 12.2 Should any provision of this Agreement be or become invalid in whole or in part, the legal validity of the other provisions of this Agreement shall not be affected. The invalid provision shall be replaced by a provision, the economic result of which corresponds or comes as close as possible to the purpose pursued by the invalid provision.

**Hapag-Lloyd****Customer**

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(Place)

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(Place)

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(Date)

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(Date)

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Hapag-Lloyd Aktiengesellschaft

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(Full Name of Customer)

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(Or "For ..... as agent")

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(Signature)

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(Print Name)

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(Print Name)

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(Position / Status)

**Attachment**