

**MAERSK LINE ELECTRONIC DOCUMENT PRINTING FACILITY  
TERMS AND CONDITIONS**

This agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, between Maersk New Zealand Ltd as agents for and on behalf of A.P Møller – Mærsk A/S, trading as Maersk Line and hereinafter referred to as “Maersk Line” and \_\_\_\_\_, a \_\_\_\_\_ corporation having its principal office at \_\_\_\_\_ Client”).

**1 Use of the Document Printing Facility**

- 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. The terms below should be read in conjunction with the Registered User Terms, which are available at [www.maerskline.com](http://www.maerskline.com).
- 1.2 Maersk Line will use reasonable efforts to make available to the Registered User, at [www.maerskline.com](http://www.maerskline.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.

**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 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 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 Authentica software, unless Maersk Line has first agreed expressly and in writing that Authentica 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 centred 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](http://www.maerskline.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](http://www.maerskline.com), the latter shall prevail.
- 2.3 If Maersk Line 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 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, signed by the Registered User, in the terms of Appendix A 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 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 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 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 Maersk Line, 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 pursuant to this Agreement, 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**

- 4.1 All blank bill of lading forms shall remain the property of Maersk Line until printed pursuant to this Agreement. The Registered User shall ensure that:
- 4.1.1 they are used only in accordance with the terms of this Agreement;
  - 4.1.2 they are not altered, except by an Individual User printing electronic data provided by Maersk Line pursuant to this Agreement;
  - 4.1.3 they 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 Line immediately;
  - 4.1.4 they are returned to Maersk Line immediately following termination of this Agreement.
- 4.2 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 authorised representatives have authority to issue, sign, mark or alter any such document on behalf of Maersk Line.

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

- 5.1 The Registered User warrants that:
- (i) it is entitled to receive the original(s) of any waybill or bill of lading which it prints under this Agreement; and
  - (ii) 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 Maersk Line 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 Maersk Line's performance or non-performance 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 Maersk New Zealand Ltd

For Client:

As agents for and on behalf of  
A.P. Møller – Mærsk A/S,  
trading as Maersk Line

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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 the following party:

**New Zealand E-Commerce  
Maersk Line  
The CPO  
Level 3, 12 Queen St  
Auckland Central**

A copy can be mailed back to you after Maersk executes the agreement.

### **Hardware and Software Requirements**

WEB B/L only requires:

1. Security Access
2. Min. 4.0 Browser
3. Acrobat Reader 6+
4. Internet Access
5. Printer must be supported by Adobe Acrobat reader and should be 300 – 600 DPI.