

Cordelia Container Shipping Line

Remote Document Printing User Agreement

This agreement is entered into by and between

[Name of Agent/sub-Agent]
as Agents for and on behalf of

Cordelia Container Shipping Line, hereinafter referred to as "**Cordelia**"
and

[Name of the Customer] hereinafter referred to as "**Authorised User**"

1. Use of the Document Remote Printing Facility

- 1.1 Cordelia Remote Document Printing Facility ("the Facility") is a proprietary service, and is extended under the terms below as a sub-set of Cordelia's Registered User Terms, as detailed in Cordelia's Registered User Terms which are available at [website link]. The above-referred terms are in totality and unseverably and expressly incorporated in the following Authorised User Terms by reference and these Terms should be read in conjunction with the Registered User Terms.
- 1.2 Cordelia will exercise all reasonable care and efforts in making available at www.cordelialine.com by email, or otherwise in electronic form, data for printing bills of lading at the Authorised User's printer in consonance with Cordelia's approved procedures from time to time. The Cordelia Remote Document Printing Facility is provided at Cordelia's sole discretion and convenience, and Cordelia is entitled at its discretion to terminate or suspend to any or all Registered Users at any time.
- 1.3 Nothing contained in this Agreement or the Registered User Agreement confers and nor shall be deemed to confer on the Authorised User or its assigns to successors any inalienable right to receive services under Cordelia Remote Document Printing Facility, and Cordelia shall not be liable for any costs or consequences arising out of this Facility not being offered, available, or discontinued for whatever reason.

2. Printing

- 2.1 When data is made available electronically to print a bill of lading, Cordelia will notify the Approved User of the Authorised User who at that time appears in Cordelia's logs and records as the one approved to use Cordelia Remote Document Printing Facility.
- 2.2 The Authorised User shall warrant the following at all times:
 - 2.2.1 Only the Approved User has access to and will use the Credentials required to access Cordelia's Remote Document Printing Facility and all related information will be maintained in strictest confidence.
 - 2.2.2 All the data transferred electronically by Cordelia to the Authorised User is not altered or used except as provided for in this Agreement.
 - 2.2.3 Such data should be printed only on a blank Cordelia Bill of Lading Stationery and only at the Authorised User's private printer as soon as possible and admit of the possibility that delay in printing and having the Bill of Lading issued will prejudice Cordelia's position vis-à-vis other parties.
 - 2.2.4 All bills of lading printed utilising the Remote Document Printing Facility:
 - 2.2.4.1 Is printed on a Laser Printer which can accommodate and print A4 size stationery and the stationery is positioned in such fashion that the orientation, and alignment are as prescribed by Cordelia and the print-out is not impeded in any way.
 - 2.2.4.2 Is printed legibly, shows the complete contents of the document transmitted without distortion or addition and the final print-out has full verisimilitude to the appropriate bill of lading which is available or can be viewed at www.cordelialine.com as a Registered User.
- 2.3 If any document which is printed (whether partially or in its entirety) as provided above and using the Facility does not comply in its entirety or partially with any part of para 2.2.3 above, or if any data transmitted to the Authorised User is in error, the Authorised User shall immediately contact Cordelia and comply with Cordelia's instructions for rectification or restitution.

- 2.4 For avoidance of doubt, if any inconsistency is observed between a bill of lading printed through the Remote Document Printing Facility and the one appearing in electronic form at www.cordelialine.com and viewed by a Registered User, the latter shall prevail.
- 2.5 If Cordelia provides blank bill of lading stationery, the Authorised User shall ensure that:
- 2.5.1 Approved User(s) will use this stationery to print only data received by them electronically from www.cordelialine.com and which they are authorised by this Agreement and other related Agreements and procedures set from time to time by Cordelia for Remote Printing of documents, including Bills of Lading.
- 2.5.2 Since the Bill of Lading Stationery issued by Cordelia has serial numbers, the Stationery shall be used only in sequence as set out below.
- 2.5.2.1 Each sheet of Cordelia's Bill of Lading stationery has a running serial number.
- 2.5.2.2 The printed serial no. can be seen at the right bottom edge of the stationery.
- 2.5.2.3 The Facility will print the First, Second, and Third Originals in that sequence (provided the number of originals is three on the face of the Bill of Lading).
- 2.5.2.4 The stationery should also be used in sequence, and never out of sequence.
- 2.5.2.5 Hence, for the First Original of the first BL to be issued from your location you should insert the sheet of stationery with first available serial no. in the printer. For the Second Original the sheet with the next consecutive serial no. should be inserted into the printed, and so on.
- 2.5.2.6 Care should be taken to ensure that the stationery is used without error since any misuse/wastage of stationery will put a stop to the printing.
- 2.5.2.7 The Facility allows a BL only to be printed three times – ONE Original each.
- 2.5.2.8 If due to any reason the stationery meant for a particular BL becomes unavailable for issue of the BL and the one or more copies of the BL needs to be re-printed, approval for use of additional stationery has to be taken in the attached format.



**Cordelia Request
for BL stationery re-1**

- 2.5.3 Notwithstanding anything contained hereabove, the Authorised User shall ensure that the number of attempts to print an original bill of lading does not exceed the number of originals shown on the face of the bill as having been issued.
- 2.5.4 If, for any reason whatsoever, the Authorised User does print originals in excess of the number of originals shown on the face of the bill in direct breach of para 2.5.3 above, the Authorised User solemnly agrees and undertakes to indemnify Cordelia against all cost and consequences of so doing, and to hold Cordelia harmless and indemnified against any claims, liabilities, losses, costs, charges, fines, damages and expenses (including any kind of legal expense in any part of the world) arising from or in consequence herewith.

3. Use of Electronic Data

- 3.1 Cordelia Remote Document Printing Facility is for the sole use of the Authorised User and Approved User(s) to whom Authorised User has made it available within their organisation. Any other use of electronic data provided under this Facility including copying and forwarding, whether or not permitted by the terms of this Agreement and/or the procedures announced by Cordelia from time to time, is at the Authorised User's sole risk and responsibility.
- 3.2 On the express written request of the Authorised User, Cordelia may – at its sole discretion and subject to additional indemnities agreed to by the Authorised User and the Nominee – agree to make available to another Authorised user (the "Nominee") some or all of the data which it provides under this Facility.
- 3.3 Such extension of Facility shall be at the Authorised User's sole risk and responsibility, and any bill of lading stationery required by the Nominee should be obtained from Cordelia directly and the Authorised User is prohibited from issuing Cordelia's Bill of Lading stationery to any of its Nominees.
- 3.4 Such sharing of the Bill of Lading stationery – unless expressly approved and permitted in writing by Cordelia and that too only in emergent situations – by the Authorised User will be considered a breach of this Agreement and may lead to summary withdrawal of the Facility by Cordelia.
- 3.5 The Authorised User shall indemnify and hold harmless Cordelia Container Shipping Line and its affiliates, associates and agents against any claims, losses, actions, proceedings, damages or liabilities whatsoever (including damages or compensation paid by them as a compromised settlement of a claim) and all legal costs or other expenses, suffered by them as a result of:

- 3.5.1 The Authorised User and/or an Approved User allowing another entity or person, directly or indirectly, to avail of or use any data provided electronically by Cordelia, or copy thereof; and/or
- 3.5.2 Cordelia providing data electronically to a Nominee pursuant to clauses 3.2, 3.3 above.

4. Cordelia's Bill of Lading Stationery

- 4.1 All blank bill of lading forms shall remain the inalienable and uncontested property of Cordelia until printed using the Facility and as provided for in the terms and conditions of this Agreement.
- 4.2 The Authorised User shall:
 - 4.2.1 Acknowledge receipt of all bill of lading stationery, received from Cordelia in writing.
 - 4.2.2 Record and maintain a log of all serially-numbered bill of lading stationery sheets received based on their serial numbers located at the bottom of each sheet of stationery; and
 - 4.2.3 Regularly keep and log inventory of their stock of bill of lading stationery and ensure that:
 - 4.2.3.1 The Bill of Lading stationery is used only for printing Cordelia bills of lading using the Facility;
 - 4.2.3.1.1 They are used only in accordance with all the terms of this Agreement;
 - 4.2.3.1.2 They are not altered, except by an Approved User and only insofar as to imprint the data provided by Cordelia electronically as per terms and conditions of this Agreement;
 - 4.2.3.1.3 They are stored under lock and key and securely to prevent any unauthorised use or abuse, and are available for use strictly in accordance with this Agreement. Any pilferage, loss, breach or suspected breach of security (including but not limited to loss or theft even if temporary) shall be immediately reported to Cordelia;
 - 4.2.3.1.4 They are returned to Cordelia immediately upon the Facility being withdrawn from the Authorised User or the Authorised User requesting for cancellation of this Facility or if the Authorised User is found to be in breach of this Agreement or if otherwise requested by Cordelia for whatsoever reason.
- 4.3 Irrespective of whether not printed at Cordelia's sites or locations, or by Cordelia themselves, the bill of lading printed using the data electronically transmitted by Cordelia is issued by and considered, for all legal and practical purpose, to be issued by Cordelia. Only Cordelia and its authorised representatives have authority to issue, sign, mark, or alter any such document on behalf of Cordelia Container Shipping Line and nothing contained in this Agreement vests such rights on the Authorised User.
- 4.4 These clauses may be read in conjunction with clause 2.5.2 and its sub-clauses.

5. Authorised User's Rights

- 5.1 The Authorised User warrants:
 - 5.1.1 That as an entity it is entitled to receive the original(s) of any bill of lading which it prints;
 - 5.1.2 It agrees and accepts that it is deemed a "Merchant or Shipper" as defined in the Cordelia's Terms for Carriage available at www.cordelialine.com.
 - 5.1.3 In case the Authorised User is not the Shipper under the Transport Document, he has the authority to enter into this Agreement also on behalf of the Shipper.

6. Assignment

- 6.1 The Authorised User shall not 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) without the express, written permission of Cordelia.
- 6.2 Cordelia may assign or reassign this Agreement, including any or all of its rights and/or liabilities hereunder to any other company or entity by giving public notice or in any other way informing the Authorised User.

7. Indemnity

- 7.1 User hereby agrees to indemnify, defend and hold harmless Cordelia and each of its Affiliates from and against any and all claims, losses, demands, liabilities, costs and expenses (including reasonable attorney's fees and costs and expenses related thereto) suffered or incurred by Cordelia or any of its Affiliates as a result of, or in connection with, any third party claims to the extent caused, in whole or in part, by the fraud, negligence or wilful misconduct of the User or any of its Affiliates in performing the Services mentioned in this Agreement regardless of whether any such claim for such damages is based in contract or in tort.

8. Governing Law

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 this contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ('SIAC') in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Singapore and the language shall be English.

For on behalf of
Cordelia Container Shipping Line

For on behalf of Authorised User

Name of Signatory
Designation
Date: _____

Name of Signatory
Designation
Date: _____

Annexure A

Incorporated in Cordelia Remote Document Printing Facility Agreement ____ dated ____

Authorised User Company/Customer Details

Full Names and addresses of all offices or entities that Authorised User Company Document Printing Facility represents.

Main Office

Customer Code		Company Name	
Address			
City		Country	
Telephone		Email	

Other locations/branches

Customer Code		Company Name	
Address			
City		Country	
Telephone (Land line)		Email	
Location ID			

Customer Code		Company Name	
Address			
City		Country	
Telephone (Land line)		Email	
Location ID			

Approved User Details & Access Privileges

As Approved User, Authorised User's ID and access will be used by this person	
Company Name	
Personal Name	
Designation	
Address	
Telephone (Mobile)	
Telephone (Land line)	
Fax No	
E-mail	
Alternate Emergency Contact	
Alternate Emergency Contact – E-mail	

Types of BLs given access to:

Shipper	
Consignee	
Origin	
Destination	
Place of Issue	
Freight Terms	
BL Type	
Any Other Restrictions	

Access Levels for Approved User

View Privileges				Print Privileges		
BL Charges allowed to be viewed (choose one)				BLs that can be printed (choose all applicable)		
Unfreighted (no charges)	Freighted (all charges)	Prepaid charges only	Collect charges only	Final OBL	Final Waybill	Additional Non-negotiable
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For additional Approved Users duplicate this page and fill in details. Individual forms will be required for each Approved User