

Documentation Agreement

THIS AGREEMENT, made this       day of       , 20       , (the “**Effective Date**”) between        (the “**Customer**”), whose address is        , and Ocean Network Express (“**ONE**”), whose address is 7 Straits View, #16-01 Marina One East Tower, Singapore 018936.

Each of the above shall hereinafter be individually referred to as the “**Party**” and collectively the “**Parties**”.

WHEREAS, as an enhancement to its ocean liner shipping services, ONE has developed an automated system known as Bill of Lading Processing (BLP) system for issuing bills of lading (which term shall include waybills) in which shippers can access shipping data on-line and the resulting bill of lading will be delivered electronically for printing at a remote site;

WHEREAS, the Customer desires to participate in ONE’s BLP, and the Customer’s entering into this Agreement and continued performance of its obligations hereunder is a condition to the Customer’s access to and continued use of BLP;

NOW THEREFORE, the Parties hereto agree as follows:

1. Customer Obligations
   1. Customer agrees to maintain the security of all BLP User ID numbers and/or passwords (hereinafter referred to as **Password**) provided to the Customer by ONE. Customer shall make the Password available only to employees listed and identified in Schedule A of this Agreement. A maximum number of [*Please insert the number*] employees shall be listed in Schedule A, and unless otherwise agreed in writing by ONE this number shall not be increased for any reason whatsoever. Whenever Customer learns or reasonably suspects that its Password has been compromised or made accessible to an unauthorized person, Customer shall immediately notify ONE to change its Password. ONE shall be entitled to rely on the use of Customer’s Password as conclusive evidence of the authority of the person to act on behalf of the Customer until Customer provides ONE with notice that the Password has been or may be compromised.
   2. ONE may provide Customer with a supply of pre-printed blank ONE bill of lading forms. Customer agrees to take the utmost security measures with respect to such forms as will prevent unauthorized access or use thereof. Customer will, upon request of ONE at any time and upon termination of this Agreement, promptly return all unused blank forms to ONE.
   3. ONE shall, at its sole discretion, be entitled to audit the security measures undertaken by the Customer for keeping safe and secure from any unauthorised access the Password and pre-printed ONE bill of ladings forms that is provided to it by ONE. The Customer hereby agrees that it shall allow ONE to audit such security measures.
   4. Customer may obtain access through BLP to bills of lading data in electronic form for the purposes of printing such data. Customer agrees that it shall not use such electronic bills of lading data for any purpose other than printing them on the appropriate ONE pre-printed bill of lading forms or on plain paper in the case of non-negotiable copies. Printing of any and all original bills of lading under this Agreement shall always be done on ONE pre-printed bill of lading form, while copies of non-negotiable bill of lading may be printed on blank A4 paper. Furthermore, Customer will not send, transmit or provide access to such electronic bills of lading to any other person or entity in the electronic form.
   5. Customer shall print bill of lading, which contains precisely the same data as the electronic bill of lading obtained through the BLP. Customer further shall not sign, alter, modify, duplicate or reissue any bills of lading governed by this Agreement.
   6. Customer agrees not to print any greater number of bills of lading than are authorized by ONE, and if any additional bills of lading are inadvertently printed, Customer shall promptly destroy them.
   7. Customer agrees to comply with all BLP instructions, security and procedures as set forth and/or instructed in BLP system.
   8. Customer shall cooperate fully with all reasonable requests in connection with any investigation by ONE or law enforcement agencies concerning any possible or actual misuse of BLP, electronic bills of lading, ONE’s pre-printed forms or bills of lading printed through BLP.
   9. ONE’s standard terms for waybills and bill of lading, which can be found on the website, www.one-line.com, shall apply to all waybills and bills of lading issued pursuant to this Agreement.
   10. Customer shall take utmost precautions to prevent infection of its systems by software viruses.
   11. Customer shall maintain complete, current and accurate records of all transactions using BLP and upon request by ONE, Customer shall provide ONE’s representatives copies of such records.
2. Liability and Indemnity
   1. Each entry in BLP of shipping information with respect to a cargo by Customer shall constitute a separate representation and warranty by Customer to ONE that Customer is the owner of such cargo or has the authority to arrange for its shipment on behalf of the owner of such cargo.
   2. Each download of a bill of lading through BLP by Customer shall constitute a separate representation and warranty by Customer to ONE that Customer is lawfully entitled to such bill of lading.
   3. ONE shall take reasonable steps to protect the security of the System, including reasonable measures against attacks on the System by third parties attempting to obtain unauthorized use of the Customer’s user identifications and Passwords. ONE does not warrant that the System will be uninterrupted or technologically error-free or that a bill of lading will be finalized at any particular time.
   4. Customer shall indemnify and hold ONE harmless from and against any liability, loss, claims, damages and expenses, including attorneys’ fees and costs to the extent caused by or arising out of Customer’s breach of any of the terms of this Agreement, any violation of applicable laws and regulations, any misuse or alteration of issued bills of lading using BLP, any misuse or fraudulent use of BLP and/or ONE’s pre-printed bill of lading forms.
   5. Nothing contained herein shall be deemed to relieve ONE from any of its obligations under the terms of its bills of lading or under the provisions of any applicable law.
   6. ONE shall not be liable for any loss of profit or any indirect, special or consequential loss or damage arising from any breach or failure to perform this Agreement.
3. General Provisions
   1. Relationship. The rights granted to the Customer in this Agreement and the Customer’s use of BLP are limited to the clerical functions described herein, and neither shall be construed to make the Customer an agent, partner or joint venture with ONE or any of its affiliates.
   2. Confidentiality. Customer shall treat this Agreement and all other information about BLP and related processes as exclusive, confidential and proprietary to ONE, and shall not disclose the same to unauthorized parties.
   3. Term & Termination. This Agreement shall continue indefinitely until terminated. Either Party may terminate this Agreement upon written notice to the other, provided, however, that this Agreement shall remain in effect for all shipments entered by Customer in BLP, for bills of lading issued hereunder, and with respect to Passwords, ONE’s bill of lading forms, and access by Customer to BLP.
   4. Law. This Agreement shall be governed and construed under the laws of Singapore.
   5. Jurisdiction. The Parties hereby agree any and all actions against ONE for breach of its obligations under this Agreement shall be brought before the Singapore High Court to the exclusion of the jurisdiction of any other courts, whilst any such actions against the Customer may be brought before the courts of [*please insert country where the Customer has its place of business*]at ONE’s discretion.
   6. Place of Issuance: No bills of lading or waybills, whether in electronic or paper form, may be issued and printed by any person other than those set out in Schedule A, attached hereto, or from any country other than those indicated in Place of Issue field of each bill of lading or waybill. Customer is liable for any kind of loss or damage including but not limited to levy of stamp or other tax or duties upon ONE or its subsidiaries or agents by any authorities arising from the said breach.
   7. This Agreement shall constitute the entire agreement of parties concerning the subject matter herein, and it supersedes all prior agreements, written or oral, on such subject matter.
   8. A Party may execute this Agreement by electronic signature. Electronic signature(s) in this Agreement shall have the same legal validity and enforceability as original signatures. Customer waives any right to dispute the validity and/or enforceability of electronic signatures in this Agreement.

IN WITNESS WHEREOF, the undersigned have caused their respective duly authorized representatives to execute this Agreement on the date set forth above.

|  |  |
| --- | --- |
| OCEAN NETWORK EXPRESS PTE.LTD. | [\*COMPANY NAME]\*to be replaced by Actual Name |
| Signed By | Signed By |
| Print Name | Print Name |

# Date: \_\_\_ , \_\_\_ , 20\_\_

# (Revised date, if any)

# **Schedule A**

# Incorporated with Documentation Agreement dated \_\_\_\_\_\_, 20\_\_

#### Contracting Customer’s Names & Addresses

Full Names and addresses of all offices or companies that the Contractor of this Documentation Agreement represents.

|  |  |  |
| --- | --- | --- |
| Company Name: |  | \*Customer Code |
| Address: |  | |
| City, State and Zip: |  | |
| Phone: |  | |

**Other office locations**: (if applicable)

|  |  |  |
| --- | --- | --- |
| Company Name: |  | \*Customer Code |
| Address: |  | |
| City, State and Zip: |  | |
| Phone: |  | |

|  |  |  |
| --- | --- | --- |
| Company Name: |  | \*Customer Code |
| Address: |  | |
| City, State and Zip: |  | |
| Phone: |  | |

*\*Customer Code to be completed by ONE staff.(only for ONE internal use)*

*\*\*If there are additional names and addresses, please copy this page.*

**Authorized Parties & Access Privileges:**

Names and addresses of the party(s) who have authority to view/edit/proof and/or print B/L’s that belong to the Contractor of this Documentation Agreement.

***Authorized Party :(ie: User ID can be issued to this party)***

|  |  |
| --- | --- |
| Company Name: |  |
| Person’s Name: |  |
| Job Title: |  |
| Address: |  |
| Phone: |  |
| Fax: |  |
| Email: |  |

***Accessible OBL or Waybill for Above:***

|  |
| --- |
| Specify in detail which BL this parties have privilege to view/edit/proof and print (ie. Shipper name, Cargo Origin, Place of Issue, etc.), if necessary. |
| Shipper:  Consignee:  Origin:  Destination:  Place of Issue:  Freight Terms:  B/L Type: |

***Access Privileges for Above:***

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **View Privileges** | | | | **Print Privileges** | | |
| What charges on the BL can this Party View on the Internet? (choose one only) | | | | What kinds of B/L’s can this Party Print from the Internet? (choose all that apply) | | |
| Unfreighted  (no charges) | Freighted (all charges) | Prepaid Charges Only | Collect Charges Only | Final  OBL | Final  Waybill | Additional Non-Negotiable (N/N) |
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*\*\*Note: If there are additional Authorized Parties (#1, #2, etc…) please copy this page.*

**Freight Billing Specifications for all B/L’s covered by this Documentation Agreement**

**Will the authorized printing party be printing freighted Non-negotiable copies as part of the Final set of Internet Printed OBLs/Waybills? ❑ Yes or ❑ No** (please check one.)

* ***If Yes***, please note that ONE considers a Freighted Non-negotiable BL copy printed as part of the Final set of Internet OBL/Waybills as the “Due Bill”. Therefore, if the authorized BL Printing party gets a Freighted BL in their set of Internet OBL/Waybills, then no separate billing will be sent.
* ***If No***, (ie: based on the Contracting Customer’s requirement, the authorized BL Printing party *does not* get a freighted Non-negotiable BL in their set of Internet OBL/Waybills), then the following freight billing choices are available. Please select one (if applicable):
* Fax or Email of individual freighted copies of BL at time of BL release by ONE (‘Ready for Print’)
* Weekly pouch of individual freighted ‘Due Bills.’