



**MCC TRANSPORT SINGAPORE PTE. LTD.  
ELECTRONIC DOCUMENT PRINTING FACILITY  
TERMS AND CONDITIONS**

This agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 201\_, between MCC Transport Singapore Pte. Ltd (“MCC”) and \_\_\_\_\_,  
a \_\_\_\_\_ corporation having its principal office at \_\_\_\_\_ (“Registered User”).

**1 Use of the Document Printing Facility**

- 1.1 The MCC Electronic Document Printing Facility is a Protected Service, and the terms below are a set of Special Terms, as defined by the MCC Registered User Terms. The terms below should be read in conjunction with the Registered User Terms, which are available at [www.mcc.com.sg](http://www.mcc.com.sg).
- 1.2 MCC will use reasonable efforts to make available to the Registered User, at [www.mcc.com.sg](http://www.mcc.com.sg), 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 MCC.

**2 Printing**

- 2.1 When electronic data is made available to print a waybill or bill of lading, MCC will notify the Individual User who at that time is shown in MCC’s records as being entitled to print it. The Registered User shall ensure that:
- 2.1.1 the electronic data provided by MCC 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, but no later than 21 (twenty one) days after the bill has been issued and you have been notified by us:
- (a) in the case of a waybill, onto good quality plain white paper;
- (b) in the case of a bill of lading, onto a blank MCC bill of lading form.
- Delay in printing may prejudice MCC’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.mcc.com.sg](http://www.mcc.com.sg).
- 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 MCC and comply with MCC’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.mcc.com.sg](http://www.mcc.com.sg), the latter shall prevail.

- 2.3 If MCC 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 MCC 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 MCC must be obtained. This will be at MCC's absolute discretion, which in any event will be conditional on (i) MCC receiving a letter of indemnity, signed by the Registered User, in the terms of Appendix A (letter of indemnity – which can be provided by MCC on request) 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 MCC 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 MCC, is at the Registered User's sole risk and responsibility.
- 3.2 If requested by the Registered User, MCC 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 MCC, not by the Registered User.
- 3.3 The Registered User shall indemnify and hold harmless MCC 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 MCC pursuant to this Agreement, or copy thereof;
  - (ii) MCC making available electronic data to a Nominee pursuant to clause 3.2 above.

### **4 MCC Waybills or Bill of Lading Forms**

- 4.1 All blank bill of lading forms shall remain the property of MCC until printed pursuant to this Agreement. The Registered User shall:
- 4.1.0 sign for receipt of all blank bill of lading forms, as received from MCC; based on their Box Unique Numbers ("**BUN**");

- 4.1.1 record and keep log of all blank bill of lading forms supplied to you based on their BUN or 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 MCC office.

and furthermore the Registered User shall ensure that blank bill of lading forms:

- 4.1.3 are used only in accordance with the terms of this Agreement;
  - 4.1.4 are not altered, except by an Individual User printing electronic data provided by MCC pursuant to this Agreement;
  - 4.1.5 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 MCC immediately;
  - 4.1.6 are returned to MCC immediately following termination of this Agreement.
- 4.2 Although not printed by MCC, the waybill or bill of lading to which the electronic data relates is **issued** by MCC. Only MCC and its authorised representatives have authority to issue, sign, mark or alter any such document on behalf of MCC.

## **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 MCC 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 MCC'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 Indemnity**

- 6.1 The Registered User will indemnify MCC fully against any loss, damage, claim or expense arising as a result of any breach by the Registered User of these Special Terms. In particular, but without limitation, the Registered User agrees to indemnify MCC against any claims (whether by a third party or otherwise) arising out of circumstances where the number of attempts to print an original bill of lading exceeds the number of originals shown on the face of the bill.

## **7 Law and Jurisdiction**

7.1 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.

Signed \_\_\_\_\_

Signed \_\_\_\_\_

For MCC Transport

For

Name (please print) \_\_\_\_\_

By (please print name) \_\_\_\_\_

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 **Customer Service Manager** of your **local MCC agency (details available on [mcc.com.sg](http://mcc.com.sg))**, or the following party:

**E-Commerce Department  
MCC Transport Singapore Pte. Ltd.  
200 Cantonment Rd,  
#07-02 Southpoint,  
Singapore 089763**

A copy will be mailed back to you after MCC 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.

**MCC TRANSPORT INTERNAL USE ONLY**

This agreement covers:

1. Primary Company Name: \_\_\_\_\_

Primary SCV Code: \_\_\_\_\_

Primary Users:

NAME	EMAIL ADDRESS	CITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Additional SCV Codes \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Users:

NAME	EMAIL ADDRESS	CITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SOFTCOPY HQ FILING REFN:  
SCV UPDATES ACTIONED DATE:  
ACTIONING COUNTRY: