DATED

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**SUPPLIER AGREEMENT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Between

 **DP WORLD LOGISTICS FZE trading as SEARATES**

and

**THIS AGREEMENT** is made on

**BETWEEN**:

1. **DP WORLD LOGISTICS FZE** having its registered office at Jebel Ali Free Zone, PO Box 17000, Dubai, United Arab Emirates, trading as SeaRates (“**SeaRates”**); and
2. **insert corporate name** having its registered office at insert address(“**Contractor**”).

(each a **“Party”** and together the **“Parties”**)

**Background**

SeaRates operates the SeaRates online booking platform and freight forwarding service and offers logistics and freight forwarding booking services to Customers both through the online booking platform and the direct sales.

SeaRates intends to appoint Contractor to provide the Services (as defined below) to SeaRates and its Customers, subject to and in accordance with the terms and conditions of this Agreement.

**Agreed Terms**

1. **INTERPRETATION**
	1. In this Agreement, the following definitions are used:

**“Agreement”** means these general terms and any Appendix hereto as may be amended from time to time subject to the mutual consent of both Parties;

**“DPW Group”** means DP WORLD LOGISTICS FZE trading under and as SeaRates trading mark and any other company or entity which is directly or indirectly owned or controlled by DP World FZE, and including any direct or indirect affiliate, subsidiary, joint venture, agent or sub-contractor of DP WORLD LOGISTICS FZE as SeaRates or of any such company or entity;

**“Cargo”** means articles of any kind whatsoever, transported or to be transported in a Container or otherwise;

**“Charges”** means the fees to be charged by Contractor to SeaRates in respect of the Services, as set out in Section 8 and Application.

**“Freight”** means the freight, fees, overcharges and other amounts, incl. penalties, fines and other reimbursements to be charged by SeaRates to customer through Contractor in respect of the Services, as set out in Section 8 and Application.

**“Rates sheet”** means the rates sheet on which Services (Freight and Charges) are determined and agreed by the Parties through the exchange of electronic letters, which have the force of the Application.

**“Container”** means any container, box, pallet or other item used for the consolidation or packing of Cargo;

**“Customer”** means any customer who makes a booking for Services on the SeaRates platform, or enters into relevant forwarding agreements through direct sales, or for which SeaRates otherwise agrees to arrange or provide Services, as well the consignee in favour of which the Cargo is delivered;

**“Holder”** means (according with par. 10 Chapter 1 of The United Nations Convention on Contracts for the international carriage of goods wholly or partly by sea):

(a) a person that is in possession of a negotiable transport document; and

(i) if the document is an order document, is identified in it as the shipper or the consignee, or is the person to which the document is duly endorsed; or

(ii) if the document is a blank endorsed order document or bearer document, is the bearer thereof; or

(b) the person to which a negotiable electronic transport record has been issued or transferred in accordance with referred procedures;

**“Merchant”** includes the Shipper (Consignor) and Consignee that is specified in the relevant Bill of Lading, Holder of this Bill of Lading, the receiver of the Goods and any Person owning, entitled to or claiming the possession of the Goods or of this Bill of Lading or anyone acting on behalf of this person;

**“Day(s)”** means ordinary days of the week including weekends and public holidays;

**“Effective Date”** means the date first written above, or the date the Services are commenced, if earlier;

**“Force Majeure”** means any Act of God and other event according to ICC 2003 (ICC Publication No. 650) beyond the reasonable control of the Party claiming Force Majeure that are described in Section 11 hereof. Force Majeure does not include any strike, labour dispute or industrial action which could reasonably have been prevented by Company;

**“SeaRates Marks”** means all present and future names, logos, trademarks, trade names, platform and service marks of SeaRates and of the DPW Group.

***Note and Disclaimer:*** The use of the SeaRates mark in this Supplier Agreement as a trade name, online booking platform and freight forwarding service, etc. does not in any way imply, indicate and shall not be construed or interpreted by default as meaning that any company that contains the word "searates" in its name, either alone or as part of other words, whether such company is a member of the DPW Group or not, is directly or indirectly related to DP WORLD LOGISTICS FZE trading as SeaRates.

We hereby declare that in process of performance of this Supplier Agreement any company that contains the word "searates" in its name is not by default a representative office, agent or otherwise representative of DP WORLD LOGISTICS FZE trading as SeaRates unless another clear and definite identification is provided in an appropriate written agreement between them.

Based on the foregoing DP WORLD LOGISTICS FZE trading as SeaRates does not bear any responsibility and does not accept any claims and suits, both for any tax liabilities and any other contractual or non-contractual liability to/from any government authority and body and/or other commercial or non-commercial company of any country for the actions or inaction of any company that contains the word "searates" in its name;

**“Services”** means the services described in this Agreement, in particular in Application, and such other services to be provided by the Contractor as mutually agreed. Contractor shall arrange the ocean, land and/or air transportation in accordance with this Agreement, and with all reasonable skill and care. As a part of above mentioned service or independently of it SeaRates gives instructions and trusts Contractor and Contractor undertakes to organize at expense of SeaRates the transport, freight forwarding and logistical service, transportation of cargoes within, to or from the territories specified in the Application (including international routes) as well as rendering of other forwarding services to the Customer as may be mutually agreed to in writing by the Parties.

**“Application”** is a document (such as a booking form or shipping instructions) which contains the name and amount of cargo, its properties, route of transportation (place of receipt, port of loading, port of unloading, place of cargo delivery), the planned date when shipper hands over the cargo and approximate period of delivery of cargo to consignee, the desirable type of transport means, the full and exact information about the shipper and consignee and other necessary information (incl. terms of payment, if required) regarding organization of Service, are specified.

1. For the purposes of this Agreement, the Application is considered to be any written formalized or non-formalized message (any free form, but containing all the necessary elements of the Application indicated in interpretation of “Application” herein) and sent by the Customer via e-mail or by other means of rapid communication (messengers: Skype, Telegram, WhatsApp, Viber, etc.) that allows SeaRates to identify such message as the Application that contains intention of the Customer or Party who is acting on behalf of Customer`s to move the cargo within one and/or between several countries.
2. An Application, as a rule, is given not less than one (1) weeks prior to readiness of cargo to transportation on desirable date of loading and/or dispatching.
3. Despite of on the above specified SeaRates does not guarantee and is not responsible for
	1. violation of declared of actual carrier (on land, sea, air and railway) dates/terms/period of departure or arrival of cargoes;
	2. adherence to the schedule of traffic of actual carriers;
	3. absence, availability or facility of access on the market of any type of transport means, container and other specific equipment.
	4. The headings in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.
	5. In this Agreement references to the singular shall include the plural and vice versa.
	6. Reference to any English legal term shall, in respect of any jurisdiction other than England, be deemed to include what most nearly approximates in that jurisdiction to the English legal term.
	7. All Services and other activities under this Agreement are subject to first of all the FIATA Model Rules for Freight Forwarding Services (referred as the FIATA Rules). The FIATA Rules are the priority terms and conditions upon which the Parties are prepared to do business. In the event of discrepancies this Agreement shall prevail.
	8. In the event of conflict between these general terms of the Agreement and any Appendix hereto, the last shall prevail unless otherwise expressly and unequivocally excluded appropriated this Agreement.
4. **APPOINTMENT**
	1. Contractor agrees to provide the Services to SeaRates from the Effective Date.
	2. SeaRates may also appoint other persons to provide Services of a same or similar nature to the Services.
	3. SeaRates does not undertake or warrant to tender any minimum quantity of Containers or bookings, or requests or orders for Services, to Contractor during the term of this Agreement or otherwise.
5. **TERM AND TERMINATION**
	1. This Agreement shall take effect from the Effective Date and shall continue to be in force for an initial period of 1 year[s] ("Initial Term”). A new 1-year Term shall commence upon the expiration of the Initial Term. This renewal and termination procedure shall apply for each subsequent 1-year Term after the Initial Term.
	2. Notwithstanding Clause 3.1, this Agreement may be terminated at any time in any of the following ways:
		1. on at least 3 months’ notice by Contractor to SeaRates;
		2. at any time by SeaRates on the expiry of 1 months’ notice to Contractor; or
		3. failure by either Party to remedy a material breach of this Agreement which has not been remedied within 15 Days after notice of the breach has been served by the other party;
		4. immediately by either Party if the other Party enters into any form of insolvency, bankruptcy, receivership, administration, or ceases or threatens to cease to carry on its business, or passes a resolution for winding up, or is unable to pay its debts;
		5. if either Party due to an event of force majeure is prevented from or seriously delayed in performing its obligations for a continuous period exceeding 1 month, the other Party may terminate this Agreement with immediate effect.
	3. ‘Material breach’ of this Agreement includes a breach of the Contractor’s insurance obligations, in accordance with Section 7; a failure by Contractor to pay claims when due, or a failure on the part of the Contractor to fulfil and deliver any of the Services as defined herein on 3 occasions each month for 2 consecutive months and such failure reoccurs in the third consecutive month.
	4. Termination of this Agreement for any reason whatsoever shall be without prejudice to the Parties' rights and obligations under the Agreement which have accrued prior to termination. The clauses and provisions of this Agreement which by their nature survive termination shall remain in full force and effect notwithstanding the termination of this Agreement for whatever reason.
	5. If this Agreement is terminated the Contractor shall immediately return to SeaRates, on receipt of SeaRates’s written instruction, all SeaRates’s lists, operations manuals, technical guidelines, documents and/or property relating and/or belonging to SeaRates in the Contractor’s possession.
	6. Should the Contractor fail to make available the items within 14 (fourteen) Days of receipt of a written instruction as per 3.5 above, the Contractor shall compensate SeaRates the insured value of the items.
6. **CONTRACTOR’S PERFORMANCE**
	1. Contractor shall provide the Services in a workmanlike, professional, timely and proper manner and shall comply with all applicable regulations, laws, ordinances and best industry practices (including those applicable to health, safety, security and environment).
	2. Contractor takes full responsibility for the whole scope of procedures in country(ies) of his operating (is in charge of arranging additional services upon customer consignee’s request), as well as for the consequences of such procedures resulting in additional fees. Contractor have to pay themselves to pay all bills that are associated with additional costs and fines that were not previously agreed.
	3. Contractor shall hold any necessary approvals, certificates or licenses for performing the Services (if required). Contractor shall pay all governmental and municipal charges, or other charges in accordance with any applicable laws, rules and regulations. Such charges are deemed to be included in the Charges.
	4. Contractor shall employ and maintain sufficiently licensed, qualified, trained, directed and supervised staff necessary to properly and safely perform the Services in compliance with this Agreement. Contractor shall have complete control and supervision of Containers and Cargo while in the Contractor’s custody, possession and control; and Contractor shall control the detail of the work of any person transporting, operating or otherwise handling Containers and Cargo during such time.
	5. If any, Contractor shall maintain own equipment of a sufficient standard and quantity, which is necessary to properly and safely perform the Services in compliance with this Agreement. When applicable such equipment shall be ISO-compliant. SeaRates and/or its Customer, including representatives of or other persons designated by the same, may at any time inspect all equipment used by the Contractor, quality of workmanship and standard of performance by the Contractor hereunder. Such right shall be exercised upon reasonable pre-notice to Contractor and may not significantly interfere with Contractor’s performance of its obligations under this Agreement.
	6. Contractor shall not permit any Container or Cargo to leave his custody or control without express written permission from SeaRates, and then only to the extent of such permission.
	7. Contractor warrants that it at all times has sufficient capacity to provide the Services ordered by SeaRates.
	8. To the extent any of the obligations are subcontracted under this agreement, the Contractor remains liable for the subcontractor’s performance and subcontractor’s fulfilment of the Contractor’s obligations under this agreement.

# POLICIES and MOST FAVOURED TREATMENT

* 1. SeaRates is a member of the DPW Group. The Contractor must observe any of SeaRates or DPW Group’s policies which may from time to time be communicated to the Contractor in writing.
	2. The Contractor shall treat SeaRates and its Customer as a priority client. If the Contractor must decide between some or all of its clients as to which clients’ Services will be performed, then SeaRates’ Services will be among those performed.
1. **CONTRACTOR’S INSURANCE**
	1. Contractor shall provide evidence of, prior to the Effective Date, and maintain, at its own expense, full insurance coverage, viz Transport and Logistics Liability Insurance with a reputable insurer for all Services and its other obligations and liabilities under this Agreement. On demand, Contractor shall provide to SeaRates the policy document and most recent receipt for premium, and shall perform any obligation required of it by such insurance, and do nothing which could invalidate such insurance. Such insurance shall include, as a minimum, cover for (a) third party liabilities; (b) liabilities for loss and damage to Containers and Cargo; and (c) errors and omissions; each cover shall be on terms no less favourable to Contractor than market terms and for an amount per incident acceptable to SeaRates and otherwise meeting any statutory requirements.
	2. Contractor shall ensure that SeaRates is given prompt written notice of any cancellation, termination, suspension, revocation, or material amendment in cover of such insurance.
	3. No insurances or the limits of such insurances shall be construed in any way as a limit of Contractor’s liability.

# FREIGHT AND CHARGES

* 1. SeaRates may set-off from any of the Charges (otherwise due to Contractor) any amount owed or due by Contractor including any outstanding claim amount or liability for loss or damage to Containers or Cargo.
	2. Unless otherwise agreed in Application, by default SeaRates shall pay the Charges within 30 business Days from the date of Contractor’s correct invoice. Contractor shall not be entitled to charge interest on, or set-off any amounts from, any overdue Charges without the prior notice and consent of SeaRates. If the Application contains other payment terms than in clause 7.2 of herein, the terms of the Application shall be prevailing.
	3. SeaRates may require invoicing through its iSupplier platform or self-billing system, subject to separate terms to be agreed.
	4. All payments to SeaRates shall be made to the following account, or such other account as SeaRates may nominate from time to time:

DP WORLD LOGISTICS FZE

5th Floor JAFZA 17, JEBEL ALI FREE ZONE, Dubai UAE 17000

Account Name: DP World Logistics FZE

Bank Name: HSBC Bank

Bank address: HSBC Bank Middle East Limited, PO Box 66, U.A.E

IBAN: AE170200000037112364100

Swift Code: BBMEAEAD

TRN: 100457642500003

***Note:*** *if the payer's country is not connected to the IBAN system, please, use Account Number: 037-112364-100*

* 1. All payments to Contractor shall be made to the following account, or such other account as Contractor may nominate from time to time:

Beneficiary Name:

Bank Name:

Bank Address:

Account Number/ IBAN:

Swift Code:

TRN (or similar):

#### BILLING AND PAYMENT

#### Contractor shall charge SeaRates for its Services rendered as per the agreed rates. Any bank charges connected with payment shall be borne by the Contractor (in the field 71A of the SWIFT message to be stated “BEN”). SeaRates is not liable for any failure or inability by Contractor or its bank to receive such payments.

* 1. No charges are payable unless expressly stated or agreed. SeaRates is not liable for any fees charged by the Contractor for any work carried out except where the relevant services have been formally ordered in writing. SeaRates shall only make such payments to the Contractor as have been explicitly agreed in the Agreement and the Contractor is not entitled to any additional remuneration for the performance of the obligations under the Agreement unless it is specifically stated therein that the Contractor is entitled to such "additional payments".
	2. Contractor shall issue invoices to SeaRates on a monthly basis covering Services rendered and disbursements incurred during the preceding month. SeaRates shall pay within 30 business days after receipt of correct invoice. All invoices shall be properly supported by copies of Daily Receiving Reports, Container Load Reports, Official Receipts etc. from any third party to which the Contractor has paid money on behalf of SeaRates, listed as unit number specific, in accordance with this Agreement and such other evidence and documents as SeaRates may require.
	3. All compensation payable under this Agreement is exclusive of Value Added Tax (VAT), duties or taxes. Any applicable VAT or other duties and taxes shall be charged separately.
	4. If the Convention/Agreement for the avoidance of double taxation between countries of residence of SeaRates and Contractor is applicable, in order to pay the Freight and Charges and avoid double taxation, Contractor is obliged on request of SeaRates to provide him with a tax residence certificate (TRC). In case of failure to provide a TRC, Contractor agrees and acknowledges the obligation of SeaRates to withhold any taxes due in accordance with his domestic tax legislation and as well as any other fees that apply.
	5. In the event SeaRates disputes an invoice received from the Contractor, SeaRates shall notify the Contractor in writing and return the disputed invoice for correction. If the erroneous invoice was attributable to an error by the Contractor, the 30 business days’ payment deadline is to commence upon SeaRates’ receipt of new corrected invoice.
	6. In the event SeaRates fails to pay within the above 30 days, the Contractor shall contact SeaRates in writing and advise SeaRates of the failure. SeaRates in turn will arrange payment of the outstanding within 15 working days unless disputed in writing to the Contractor.
	7. Except as herein provided, no payment of any kind shall be payable from SeaRates, any of SeaRates’ customers or their contractors or sub-contractors.
	8. In the event of termination of this Agreement, such termination, irrespective of the reason and the Party serving notice thereof, shall be deemed to automatically suspend the obligation of SeaRates to make any payment to Contractor, until all outstanding accounts and disputes have been settled in full, at which time the Parties shall, as soon as practicable effect a complete settlement.

#### CONTRACTUAL STATUS AND LIABILITY

* 1. It is agreed that SeaRates is as well a booking platform and arranges Services with Contractor on behalf of its Customers. The Contractor is directly liable to the Customer for performance of the Services in accordance with SeaRates’ instructions and this agreement. The Contractor shall also observe the Customer’s instructions for the Services. The rights of SeaRates as set out in this Agreement shall also be enforceable by the Customer.
	2. Contractor shall be responsible to SeaRates for any losses caused by or arising out of the loss, damage, theft or delay to any Container or Cargo during the period that any such Container or Cargo are in the actual or, by operation of applicable law, constructive possession, custody or control of the Contractor. Contractor’s possession, custody or control shall include the period between the time of acceptance of the Container or Cargo by the Contractor until the time of the delivery of the Container or Cargo in accordance with SeaRates’ written instructions, as evidenced by written receipt thereof by SeaRates or another person authorised by SeaRates. «Delay» is understood as the failure by Contractor to meet the agreed/reasonable terms for issuing and/or handing over shipping documents (bills of lading, telex releases, etc.) for releasing cargoes (containers) to SeaRates (or its customers, agents or other subcontractors), including ignoring or failing to comply within a reasonable time with the requirements and/or reminders from SeaRates, which causes the occurrence of demurrage and detention and bringing appropriate claims on their payment from shipping lines (their agents or other subcontractors) to SeaRates provided that the Freight and Charges was paid in time by SeaRates.
	3. SeaRates shall not make any warranty or representation, either expressly or implied, as to the fitness, weight or condition of any Cargo or Container or the contents thereof and Contractor accepts said Cargo or Containers and the contents thereof entirely at his own risk.
	4. Contractor shall be responsible to SeaRates for any losses caused by or arising out of any breach of any obligation under this Agreement by the Contractor, its employees, agents or sub-contractors.
	5. Contractor shall use best efforts to mitigate the loss in connection with the Services.
	6. Contractor shall assume liability for, defend, indemnify and hold harmless SeaRates and its customer from any liability incurred as a consequence of any action under this Agreement by Contractor, its employees, agents or sub-contractors or employees of such agents or sub-contractors and it shall provide SeaRates and its customer with whatever evidence required in order to bring any claim against Contractor and/or to assess their possible exposure for any liabilities.
	7. Contractor is liable to reimburse to SeaRates the full replacement value of any Cargo or Container which are lost or damaged whilst in its custody or control.
	8. Contractor or if applicable any of its sub-contractors, has no ownership in any Containers or Cargo and shall not exercise (and shall if applicable ensure that none of its subcontractor’s exercise) any lien, encumbrance or charge over any Containers or Cargo.
	9. Contractor or if applicable any of its sub-contractors, has no right to whatsoever withhold, retain, sell or otherwise dispose of SeaRates’ Containers or Cargo or documents without prior written consent. In particular Contractor cannot withhold any documents for non-payment of Freight and Charges. Cargo and Containers shall be promptly released by the Contractor upon SeaRates' written and clear instruction. At the same time, Contractor has no right to release Containers or Cargo to the Consignee, Merchant or anyone else without written and clear SeaRates' approval. In case of breach of this point, the services of Contractor are considered void and not-provided and SeaRates is not responsible to pay Contractor's invoices for the services or shall not anyhow be liable for any financial obligations before Contractor.
	10. SeaRates is not liable for any detention, demurrage or other costs associated with transhipment of Cargo or Containers if such costs were included in the cost of the freight or other Charges to Contractor by booking in advance and this procedures and charges shall be made and paid by Contractor.
	11. If shipping lines, other sea carriers incl. NVOCC, stevedoring and terminal companies, port administrations and/or local authorities, other service providers will add to Base Freight Rates (BAS), storage rates, other services etc. any surcharges, fees and charges, and penalties to any other fees and surcharges, after above-mentioned BAS, other fee and charges, and penalties have been quoted and agreed to SeaRates, Contractor is obliged to notify SeaRates as soon as possible, but no later within three (3) working days after the receipt of the appropriate service provider’s invoice, and provide any accompanying supporting documents. Otherwise, SeaRates is not responsible for paying such fees and surcharges and Contractor assumes full responsibility for their payment.
	12. Contractor shall promptly provide full assistance and documentation to SeaRates in connection with any claim against Contractor by a Customer.
	13. Without prejudice to the above, Parties’ liability is subject to standard terms of appropriate BL that is applicable and the FIATA Rules.
	14. In case of abandonment / non-claim of the cargo by Holder (Merchant) that caused demurrage, storage expenses and other any additional costs, charges and fines actually incurred by Contractor to favour the shipping line or other carriers, customs, port administration and any other engaged third party incl. state authorities, and made in accordance with the shipping line and local rules and any other relevant international convention that are applied, Contractor will bring such claims and/or suits exclusively against appropriate Holder (Merchant) of abandonment / non-claim cargoes.
1. **CLAIMS AND TIME LIMIT**
	1. Contractor shall immediately notify SeaRates and the Customer in writing of any loss of, damage to, theft of, or delay of Cargo or Containers or documents which occurs at any time and shall fully and promptly assist SeaRates in the handling and settlement of any claim.
	2. Save where any mandatory law applies, any claim or action for indemnity by SeaRates or a Customer against Contractor shall, unless an extension of time is first obtained or legal steps have been taken to protect time, be subject to a time bar of 6 months counting from the date of final judgment in a claim or action brought by a customer of SeaRates or any other person against SeaRates, or from the date that SeaRates has settled any such claim or action, whichever later. This provision is without prejudice to claims by SeaRates for loss suffered by SeaRates.

##### **FORCE MAJEURE**

* 1. Neither Party is liable to the extent that it is unable to perform any of its obligations by cause beyond the reasonable control of such Party, such as force majeure circumstances (Force Majeure) specified in ICC Force-majeure clause 2003 and ICC hardship clause 2003 (ICC Publication No.650), also including:
* natural disasters or anti-public actions, fires, explosions, earthquakes, marine risks, floods, typhoons, droughts, declared or non-declared wars, mutinies, sabotages, public unrest, revolutions, accidents, blockades, embargoes, discontinuation or halts in performance of conventional means of freight transportation, global epidemics or pandemics (including COVID 19); as well as
* compliance with any laws, orders, resolutions, decrees, requirements, requisitions or requests of any international/national bodies of power, or any entities or individuals acting in the name of such bodies;
* changes in legislation, any restrictions, orders, prohibitions, other actions of public authorities or management and their structural units that are prohibitive in nature;
* as well as other unforeseen circumstances beyond the control of the Parties, which cannot be overcome by reasonable methods, which directly affected the possibility of implementation of this Contract.

This does not affect the liability of either Party to pay any amounts due under this Agreement unless such payment is unavailable because of Force-majeure self.

* 1. The Party affected by Force Majeure circumstances, shall within 3 working days from occurrence of Force Majeure circumstances or from the moment when such Party could have reasonably known of their occurrence, notify the other Party providing the necessary description of emerging circumstances and, where possible, evaluating the extent to which these circumstances may affect performance of its obligations and possible duration of these circumstances and shall similarly notify the other Party within 3 working Days following the end of the Force Majeure event.

Circumstances shall be evidenced by the competent body of the country where the Force Majeure events take place.

* 1. The affected Party is not required to perform any of its obligations which are prevented or seriously delayed by the event of Force Majeure for as long as such event continue and unable the affected Party, using all reasonable efforts, to recommence its affected performance.
	2. Should the Party fail to notify the other Party as provided by this clause it shall be deprived from the protection of this clause.

# THIRD PARTY LIABILITIES

Each party (the “Indemnifying party”) shall be responsible for and indemnify the other party (the “Indemnified party”) from and against any claim by any third party caused by or arising out of or in connection with the Services and/or involving the indemnified party’s liability for death or personal injury or property damage which the Indemnified party incurs or suffers as a result of the negligence, default or breach of statutory duty or this Agreement by the Indemnifying party.

# IT Provisions

* 1. The parties shall co-operate with each other as to integration of their systems and the use of EDI (electronic data interchange). Each party shall bear its own costs of any such integration.
	2. If either Party transfers, or causes the transfer of, data to any of the other’s systems from time to time, it shall be responsible for the quality and timeliness of such data and its transfer.

##### **DOCUMENTATION**

* 1. All documents must be in a form agreed by both Parties. Contractor shall not issue any documents on behalf of, as agent for or otherwise naming SeaRates or Customer without express written permission from SeaRates.
	2. Contractor shall maintain true and complete records and systems in accordance with good business practices and prepare documents, papers and reports in respect of the Services provided hereunder, including as may be reasonably required by SeaRates or Customers or by any competent authority or body.
	3. SeaRates on consent of Contractor may conduct an audit of Contractor’s or his sub-contractor(s) records, books, documents, systems and/or accounts at any time during the course of this Agreement, during business hours only. Contractor shall comply in full with any such audit and render all reasonable assistance to SeaRates. Each Party shall bear its own costs of any such audit. Contractor shall not, however, be required to give access to any data, information or record in regard to the activity of any of its other clients.
1. **Confidentiality**
	1. SeaRates shall give Contractor and Customer such information as is required to properly perform the Services and otherwise as may be reasonably required for the efficient planning and conduct of the Services.
	2. The Parties agree that all documents, records, correspondence, information and transactions in any form, concerning the operation or business of either Party (including the contents of this Agreement and, in the case of SeaRates, including the documents, records, correspondence, information and transactions of or concerning SeaRates’ customers or their business) shall be kept strictly confidential. In no circumstances shall any such confidential information be disclosed to any third party, or used for any purpose other than performance of this Agreement, unless:

- such matter is at that time in the public domain or;

- a Party is compelled by any governmental or judicial authority or;

- compelled by applicable law or regulation;

- required for the performance of this Agreement.

Where either party discloses information to a third party for the performance of the Agreement, it shall only disclose information to the extent so required, and ensure that the third party is bound to maintain confidentiality in terms no less than provided for in this Clause.

* 1. Neither Party shall make any public announcement concerning this Agreement without the prior written consent of the other Party.
1. **MODIFICATIONS AND WAIVERS**

Any additions or modifications to this Agreement shall be made in writing and signed by both Parties. Failure by a Party at any time to insist upon strict performance by the other Party of any provision of this Agreement shall not constitute a waiver of any right of such Party to insist upon strict performance at all times.

# SEVERABILITY

# Should any provision of this Agreement be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

# PREVAILING TERMS

# In the event of conflict between these general terms and any Appendix, these general terms shall prevail unless otherwise expressly and unequivocally excluded in an appropriated Appendix.

1. **GROUP PROVISIONS**
	1. Neither Party may sub-contract or assign or otherwise transfer its rights, title, interest or obligations under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except that SeaRates may assign this Agreement to any company or other entity within the DPW Group by giving public notice or in other way informing the Contractor.
	2. Contractor shall upon request of any company in the DPW Group provide the Services to such company on the same terms and rates as those contained in this Agreement.
2. **No Partnership**
	1. Nothing in this Agreement shall be construed as creating a corporation, partnership or joint venture between the Parties, and neither Party shall so represent or hold out to any third party.
	2. Contractor is not an agent for SeaRates in the meaning of representation, office, agency, mission, residence, etc., and has no authority whatsoever to incur any liabilities, make contractual commitments or otherwise bind or commit SeaRates, its Customer or the owner of any Container, or Cargo in respect of any matter whatsoever. Contractor may not use or refer to any SeaRates Marks or any marks or names of any SeaRates Customer in any way.
	3. Contractor shall under no circumstances appear in court, arbitration or mediation on behalf of SeaRates or accept service of summons, writs or any other notice of legal proceedings (“proceedings”) on behalf of SeaRates, but must instead immediately inform SeaRates, should Contractor receive any such proceedings.
3. **Entire Agreement**

This Agreement contains the entire understanding between the Parties and supersedes and replaces any written or verbal prior agreement, representation, understanding, quotation or response to tender, or any standard terms or conditions of the Contractor, including any terms or conditions printed on the documents of the Contractor. The Parties agree that neither Party has entered into this Agreement in reliance upon any representation, warranty or statement made by the other Party which is not set out or referred to in this Agreement.

# NOTICES

# Any notices to be served to either Party under this Agreement shall be made in writing (including by email, messenger or fax), and addressed to the relevant contact persons and addresses identified below:

1. If to Contractor:

Address:

Attention: , Email:

TEL: Mob. , Office:

1. If to SeaRates: DP WORLD LOGISTICS FZE

Address: 5th Floor JAFZA 17, Jebel Ali Free Zone, Dubai, UAE 17000

Attention: , Email:

TEL: Mob. , Office:

1. **Governing Law AND Dispute Resolution**
	1. Without prejudice to the provisions of paragraph 1.5 therein this Agreement shall be governed by the laws of England and Wales, excluding its choice of law provisions.
	2. The Parties shall use all reasonable efforts to resolve any disputes amicably.
	3. The Party that receives claim shall respond on the point within one month from the moment of claim’s receipt. The timelines in present clauses and cl. 23.4 do not apply to claims for loss, damage or delay in respect of Cargoes, which are subject to the timelines and notification requirement set out in appropriate international Conventions and Rules, etc.
	4. In case no settlement can be reached through the exchange of claims and negotiations, the case shall be settled by arbitration in London in accordance with the London Maritime Arbitrators Association (LMAA) Terms then in force in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause and by one arbitrator appointed in accordance with said Rules.
	5. Language of the arbitration proceedings shall be English.
	6. The seat of the arbitration shall be London, England, even where the hearing takes place outside England.
	7. In cases where neither the claim nor any counterclaim exceeds the sum of US$100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.
	8. In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor the counterclaim exceeds the sum of US$400,000 (or such other sum as the parties may agree) the parties may further agree that the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure current at the time when the arbitration proceedings and commenced.
	9. Notwithstanding the above provisions, SeaRates reserves the right to bring a claim against the Contractor in any court of the place where the Contractor has its registered office or place of business.
	10. Cases concerning the recovery of pending by the Contractor amounts of Freight and Fees in favour of SeaRates, at SeaRates' discretion may be referred for arbitration, consideration, final decision and recovery with the participation of the Freight Recovery & Arbitration Chamber (FR&AC), located at Corso di Porta Vittoria n. 28, 20122 Milan, Italy.

**ACCEPTED AND AGREED BY:**

SeaRates Contractor

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 *Signature and corporate seal/stamp Signature and corporate seal/stamp*

Name: Michael Mahesh Bhaskaran Name: insert name of authority person

Title: Director Title: insert title or position of authority person

Date: insert date Date: insert date