

Terms of Registration and Use of the relevant systems of, and connected to APM Terminals Rotterdam B.V.

APM Terminals Rotterdam B.V. ('APMTR') will offer the possibility to use relevant (online) systems, such as but not limited to APMTR's web portal, for uploading required information/documentation to it's containers, stored in the Temporary Storage facility of same.

You are applying for a registration to use relevant (online) systems (hereafter to be named as the systems) on behalf of your company. Please note that the use of the systems is strictly granted subject to your company's full acceptance of all of the following provisions.

In order to apply for the use of the systems we require a completed registration form which is to be signed by the person duly authorized to represent your company. We furthermore require a copy of same person's proof of identity (e.g. passport) and an extract of the latest (not older than 3 months) registration of your company in the relevant National Companies Register (NCR).

Following completion and submission of the registration form, your company's application shall be assessed by APMTR. If the application is accepted by APMTR, which shall be at APMTR's sole discretion, APMTR shall provide you with a Login ID and Password granting you access to the systems.

It is your company's responsibility to limit distribution of and keep confidential the Login ID and Password. Any use of same Login ID and Password shall be attributed to and consequently bind your company. APMTR may always, at its sole discretion, amend the terms of use or terminate the access to and the use of the systems.

The information made available by APMTR through the systems in respect of *inter alia* containers and cargo is provided strictly on a without prejudice basis as APMTR relies on third parties as far as accuracy and completeness is concerned. APMTR shall under no circumstances be liable in respect of the accuracy and/ or completeness of the information provided by it through the systems, nor shall it be liable in respect of the performance, uptime, availability, confidentiality, service windows and security policy of the systems.

Any data gathered through the systems shall be the property of APMTR.

Use of the systems implies that information is to be submitted by your company through the systems which may affect the status of the relevant container(s) and/ or cargo in respect of applicable regulatory provisions such as – but not limited to – customs, tax, health, veterinary and phytosanitary provisions.

Your company warrants that any information submitted by you through the systems is true, accurate, complete and legally connected to the subject container(s) and/ or cargo and your company shall fully indemnify APMTR in respect of the proper fulfillment of such regulatory provisions and shall furthermore furnish financial security in favour of APMTR upon first request in respect of any claims, levies or penalties directed against APMTR. As per APMTR's first written request your company shall furnish documentary evidence in support of the information submitted and the corresponding status of the relevant container(s) and/ or cargo in respect of applicable regulatory provisions.

These Terms of Registration and Use of the systems shall exclusively be subject to the laws of the Netherlands. The Rotterdam Court shall have exclusive jurisdiction.

I AGREE

I DO NOT AGREE

Signature duly authorized person:

Registration Form

To be signed for acceptance by the director of the applicant and to be returned to APMTR, with a copy of the passport and an extract (not older than 3 months) of relevant National Companies Register (NCR).

Company name

NCR no.

Name

Function

Address

ZIP code / city

Tel. no

E-mail

Company stamp

Signature duly authorized person

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