

## Contract

**In order for us to provide this service, you will need to obtain permission from the ferry companies and shortsea terminals to notify Customs documents via Portbase's Port Community System (PCS). The ferry companies and terminals have authorised Portbase to act on their behalf in granting you permission to notify your Customs documents via the PCS, so long as you agree to the Terms & Conditions set out below (version dated 16/1/2019). We ask that you read these Terms & Conditions carefully and, if you agree to the content of these Terms & Conditions, to indicate your agreement by clicking the button at the bottom of the page.**

1. A current list of the participating ferry companies and shortsea terminals (hereafter: “Terminals”) which have authorised Portbase B.V. to grant you permission on their behalf for the notification of Customs documents via the PCS in connection with the use of Notification Import Documentation can be found [here](#). From time to time, this list of Terminals may be expanded in the event one or more additional Terminals authorize Portbase to act on their behalf; likewise, one or more Terminals may be removed from this list in the event those Terminals withdraw such authorisation.
2. These Terms & Conditions apply solely to your notifications of Customs forms to the Terminal(s) via the PCS. The Terminals explicitly reject any and all substitution of or deviation on the basis of your own terms & conditions and/or the terms & conditions of third parties. These Terms & Conditions shall not apply to any services and/or transport provided to you by the Terminals. The terms of the contract between you and the Terminal, as well as any Terms & Conditions declared as such, will be applicable to those services and/or transport.
3. You do hereby declare and warrant that any and all information provided to the Terminals by yourself or on your behalf will be accurate and complete. You grant the Terminals permission to use the information provided and to share that information with the relevant authorities. The Terminals cannot be held liable for the loss of information or for any information that is revealed to be inaccurate or incomplete, nor for any claims of any kind whatsoever that may result from this, whether directly or indirectly. You will at all time retain responsibility for compliance with and fulfilment of Customs obligations with regard to your containers and cargoes; you furthermore indemnify the Terminals against claims of any kind whatsoever which may be lodged against the Terminals in connection with the aforementioned, including legal costs incurred by the Terminals in responding to such claims, whether legal or non-legal.
4. The Terminals may not be held liable for any damage in connection with the use of the PCS or their own systems for exchanging documents, unless this damage results from a wilful act or gross negligence on the part of the Terminals. Specifically, and without in any way diminishing the validity of the terms limiting their liability, the Terminals cannot be held liable for damage resulting from (I) any defects, viruses or any other malfunctions caused by any equipment and/or software in connection with access or use of the PCS or their own system, (II) the information provided on or via the PCS or their own system, (III) the interception, modification or misuse of information transmitted to or by Terminals or yourself, (IV) the functioning or non-

availability of the PCS or their own system, (V) the loss of data, (VI) downloading or use of any software made available by Portbase or the Terminals, (VII) claims of third parties in connection with the use of the PCS or their own systems, or (VIII) any other cause whatsoever.

5. The Terminals reserve the right to withdraw their permission for the notification of one, multiple or all Customs documents at any time without any entitlement on your part to restitution of damage and/or costs.
6. The Terminals are entitled to unilaterally adjust these Terms & Conditions as they see fit. The adjusted Terms & Conditions will then replace the current Terms & Conditions from the date on which the former enter into force.
7. The legal system and venue for disputes specified in the contract between yourself and the Terminal shall apply to these Terms & Conditions. If no legal system and/or venue for disputes has been agreed upon by yourself and the Terminal, these Terms & Conditions shall be subject to Dutch law and/or any disputes arising in connection with these Terms & Conditions will be heard in the district court of Rotterdam to the exclusion of all other courts of law.

Yes; I hereby declare that I am aware of the Terms & Conditions established by the Terminals with regard to their permission for notifying Customs forms via the Port Community System and that I agree to the content of these Terms & Conditions.\*

Company name

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Signature duly authorized person

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Date

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