



## STOLT TANK CONTAINERS ("STC")

### REGISTERED USER TERMS

26 JULY 2023

#### 1 AGREEMENT

- 1.1 This agreement ("**Agreement**") comprises the terms set out below and any additional instructions or terms appearing on the Website in relation to Protected Services which the Registered User uses, including without limitation the Privacy Policy and Cookies Policy (together, the "**Registered User Terms**").
- 1.2 It is made between:
- (1) STC; and
  - (2) the Registered User (which warrants that it is authorised to agree and does agree on the Company's behalf to the Registered User Terms).
- 1.3 This Agreement shall not affect, or form part of, the terms of any contract of carriage with STC.
- 1.4 STC agrees to permit the Registered User to use the Website, Content and Protected Services as the parties agree, on the terms of this Agreement.
- 1.5 To the extent that there is any conflict between the terms of this Agreement and the terms of any bill of lading issued to a Company, the terms of the bill of lading shall prevail.
- 1.6 STC recommends that the Registered User prints a copy of this Agreement for future reference.

#### 2 DEFINITIONS

- 2.1 For the purposes of this Agreement:

"**Company**" means the company identified in the "Company Name" field of the registered user online application form;

"**Content**" means any information, data, text, images, video or audio or any other materials available from STC via or generated on or posted to the Website or Protected Services;

"**Protected Services**" means any services or facilities requested, made available or received via the Website;

"**Registered User**" means the person identified in the "First Name" and "Last Name" fields authorised to act on behalf of the Company, or more than one Company, provided that such Companies are identified on the registered user application form and are related through the same group of companies;

"**STC**" means the Stolt Tank Containers legal entity identified in the shipping documents, including but not limited to the booking confirmation and any Bill(s) of Lading; and

"**Website**" means the *my.stolttankcontainers.com* website which only a Registered User can access.

### 3 AUTHORISATION TO USE THE WEBSITE

- 3.1 The Registered User shall observe any agreement with STC in connection with the Website and only access and use the Protected Services and the Content in accordance with the restrictions and conditions set out in this Agreement and with any procedures from time to time in force on the Website.
- 3.2 The Registered User shall install and maintain on its communication facilities (or those of the Company) such software and hardware including any software and hardware (meeting the minimum requirements from time to time notified by STC at *my.stolttankcontainers.com*) as may be required to operate any Protected Services required by the Registered User.
- 3.3 The use of the Website shall be restricted to the Registered User. All actions of the Registered User shall be binding on the Company, whether or not a specific reference to the Company is included in these Registered User Terms, and the Company shall be responsible to STC for all acts or omissions of the Registered User in relation to the Website.
- 3.4 If the Registered User has neglected to identify the Company in the booking or has misidentified the Company on the booking or has identified a Company not listed on the registered user online application form, then each Company identified on the Registered User's application form shall be jointly and severally liable for the booking, together with the Company identified.

### 4 COMMUNICATIONS

- 4.1 STC or its agents may treat any valid communication, instruction or notification in the form received by STC from Registered Users ("**Communication**") as properly authorised by and legally binding upon the Registered User and the Company, even if in fact no such authority was given or if any Communication it receives was fraudulent or conflicts or appears to conflict with other instructions of the Registered User. STC and its agents shall be under no further obligation to check the authenticity of the Communication or the authority of the Registered User transmitting it.
- 4.2 Where STC or its agents have reason to believe that a Communication which either of them receives has not been properly authorised or that any breach of security or of this Agreement has occurred, STC and its agents reserve the right at their sole discretion not to act, or to delay acting upon the Communication.
- 4.3 The Registered User is responsible for the accuracy and completeness of Communications received by STC or its agents and for ensuring that they achieve the Registered User's intended purpose and that they are transmitted correctly to STC or its agents. STC and its agents shall not be liable to the Registered User, the Company or to any third party for any delay or loss where the contents of a Communication received by STC or its agents are inaccurate, incomplete or where a Communication is not received by them.
- 4.4 If the Registered User for whatever reason requests the cancellation or modification of a Communication which STC or its agents have received, STC will make reasonable endeavours to comply with the request. However, neither STC nor its agents shall be liable to the Registered User, the Company or to any third party for any failure to cancel or modify such a Communication if such a request is received at a time or under circumstances that render it unreasonable to comply with the request.
- 4.5 Neither STC nor its agents shall be liable to the Registered User, the Company or to any third party for any failure to complete in full a request by the Registered User, the Company or any other agent of the Company, whether or not such a request is affected by any technological fault or otherwise relating to the Website. For the avoidance of doubt, neither STC nor its agents shall be liable to the Registered User, the Company or to any third party if the Website is unavailable for any reason. STC does not guarantee that the Website or any content on it, will always be available or be uninterrupted.

- 4.6 All quotations provided by STC via the Website in relation to the carriage of specific goods shall be capable of being accepted by the Registered User on behalf of the Company provided that the tank(s) which will carry the goods need to be shipped within 30 days of the date on which the quote was provided. Once the booking has been accepted by the Registered User, STC may vary the shipping and arrival dates to the extent necessary to book the transport of the goods on a carrier. Whilst STC shall use its reasonable endeavours to obtain space on a carrier as close to the preferred shipment date as possible, neither STC nor its employees or agents shall have any liability to the Registered User, the Company or any third party to the extent that goods are delayed owing to lack of available space on a carrier.
- 4.7 All draft bills of lading issued by STC via the Website shall be capable of being amended, by the Registered User and STC, up until they are 'approved' by the Registered User on behalf of the Company and confirmed by STC. Once a bill of lading has been approved via the Website by the Registered User and confirmed by STC, the Registered User will be unable to make any further amendments to the bill of lading. If the Registered User requires an amendment once the bill of lading has been approved, it will need to submit a request through the "Request amendment" option on the Website.

## **5 AGENCY**

- 5.1 If any Communication received by STC or its agents requires them to deal for the benefit of the agent of the Company or on its behalf with a third party, the Registered User appoints them to do so as the agent of the Company. The Company shall indemnify and hold harmless STC, its affiliates, associates and agents against any claims, losses, actions, proceedings, damage or other 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, arising out of or otherwise relating to their activities as the Company's agent in accordance with this Agreement unless caused by STC's negligence.
- 5.2 Where STC or its agents pass Communications they receive to a third party or otherwise deals with a third party for the benefit of the Registered User or on its behalf, neither STC nor its agents shall be responsible to the Registered User, the Company or to any third party for any delay or failure by the third party in processing the Communication.

## **6 PAYMENT**

- 6.1 The Company will promptly pay all fees and charges applicable to the Protected Services within the time and in the manner for payment specified on the Website.
- 6.2 All sums specified on this Website are exclusive of any sales and/or any other taxes relating to the supply of the Protected Services which shall be paid by the Company at the applicable rate.

## **7 SECURITY**

- 7.1 The Registered User agrees to comply with any reasonable instructions STC may issue to it regarding the Website's security. The Registered User agrees that it shall implement, maintain and keep current appropriate security arrangements concerning the Registered User's access to and use of the Website, Protected Services, Content and information stored on the Registered User's and/or the Company's computer systems. The Registered User, the Company and STC shall each take all reasonable precautions to ensure that its communications through the Website and its own systems are not affected by computer viruses or other destructive or disruptive components, and to ensure no such components are transmitted to or via STC or the Website. STC does not guarantee that its Website will be secure or free from bugs or computer viruses.

- 7.2 STC shall apply commercially reasonable security measures in relation to the Website. The Registered User confirms that the level of security provided by STC for use of the Website is adequate to protect its interests and those of the Company.
- 7.3 Neither the Registered User nor the Company shall reverse engineer, decompile or otherwise interfere with or publish or make available to any third party any software, tools or facilities made available to them in connection with the Website or the Protected Services.
- 7.4 The Registered User must notify STC as soon as reasonably possible upon becoming aware of any actual or attempted unauthorised access to the Website or any unauthorised transaction or attempt to execute an unauthorised transaction in connection with this Agreement, or any other circumstance that might be reasonably likely to result in any prejudice to the security of the Website.
- 7.5 The Registered User and the Company shall ensure that neither it nor its employees and representatives shall do anything during or after the term of this Agreement which may result in the security of the Website, Protected Services and Content or the systems or security of STC or its affiliates, associates, agents or any other parties, being compromised.

## **8 COPYRIGHT/OTHER RIGHTS**

- 8.1 Ownership of all copyrights, database rights, patents, trade or service marks or design rights (whether registered or unregistered), trade secrets and confidential information and any similar rights existing in any territory now or in the future ("**Intellectual Property Rights**") and similar rights and interests in all domain names, trademarks, logos, branding appearing on the Website and all Content, or otherwise relating to the structure of the Website and the Protected Services shall vest in STC or its licensors.
- 8.2 The Registered User may use this Website, the Content and Protected Services only for the purposes reasonably anticipated on the Website or as otherwise might reasonably be expected in the course of its relationship with STC and in accordance with any procedures from time to time in force on the Website. The Registered User may not (1) use or permit any other party to use all or any part of the Website, Content or Protected Services in connection with activities that breach any relevant laws, infringe any third party's rights, or breach any applicable standards, content requirements or codes; (2) post to or transmit through the Website any information, materials or content that might be or might encourage conduct that might be unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent; (3) use the Website for the purpose of or as a means to send 'flame' or 'spam' emails.
- 8.3 The Registered User shall waive and/or procure the waiver of any moral rights in any information, data or other content or materials posted at any time by the Registered User to the Website ("**User Materials**"). The Registered User hereby irrevocably authorises STC and its licensees to use any User Materials for all reasonable business purposes, including without limitation copying, amending, incorporating in other materials, publishing or otherwise providing to third parties (and permitting such third parties to use and sublicense the User Materials) anywhere in the world any such User Materials. The Registered User agrees to take any steps (including completing any further documentation) that may be required in any jurisdiction to give effect to this clause.
- 8.4 STC does not warrant or represent that the Registered User's or any other party's use of the Website, Content or the Protected Services will not infringe rights of third parties.

## **9 WARRANTIES**

- 9.1 STC will use reasonable endeavours to make the Protected Services available to the Registered User via the Website and to ensure that the Protected Services operate in substantial conformity with their description in this Agreement and any description appearing on the Website.

- 9.2 STC will use reasonable endeavours to ensure that the Content accurately reflects either (1) the relevant part of STC's records held on STC's computer systems or (2) information received from a party other than STC. Certain Content may be labelled as estimated only, in which case STC makes no warranties at all in relation to its quality, accuracy, completeness or timeliness.
- 9.3 The Registered User is responsible for all User Materials being complete, accurate and appropriate. The Registered User shall ensure that the User Materials do not infringe any Intellectual Property Right or other right of any third party and are not defamatory, unlawful, immoral or otherwise likely to breach or infringe any right or requirement or to give rise to any claim for loss or damage by any third party.
- 9.4 The Registered User warrants for itself and the Company that it is authorized to act on behalf of, that they will not order the carriage of cargo from or to a person or entity that appears on the U.S. OFAC list of Specially Designated Nationals and blocked persons with which U.S. persons are prohibited from dealing under U.S. sanctions laws and regulations. In addition, the Registered User will only instruct STC to carry lawful cargo and to trade in lawful trade lanes, and, in particular, that it will not (i) load cargo, (ii) cause STC to trade in places and/or give orders, which would place STC in breach of any applicable law (which shall include but not be limited to, the laws of the USA, the European Union, the United Kingdom, the law governing this Agreement, the place of performance and/or the flag of performing vessel). Notwithstanding anything in this clause to the contrary, the Registered User shall not be required to do anything which constitutes a violation of the laws and regulations of any state to which it is subject.

## **10 HYPERLINKED WEBSITES**

- 10.1 The Website may contain certain links or references to websites operated by third parties. STC makes no warranties or representations whatsoever regarding any third party website which the Registered User may access through this Website or which the Registered User may use or access to enable access to or use of this Website and any of its Content or Protected Services. Any such website is wholly separate and independent from this Website and STC does not have any control over the content or operation of such website. STC does not endorse any third party website, and does not accept any responsibility for the existence, operation, content, or use of such website.
- 10.2 The Registered User may not place hyperlinks to any area of this Website.

## **11 LIABILITY**

- 11.1 The total liability of STC, its affiliates, associates and agents to the Registered User and any person acting on their behalf, howsoever arising out of or in connection with this Agreement and/or the Website, Protected Services or Content (including in relation to negligence) shall be set out in the bill of lading issued by STC, or if no bill of lading is issued, in the terms and conditions attached to the booking confirmation issued by STC.
- 11.2 The Registered User and the Company shall ensure that no claims for more than the aggregate limit of liability set out in clause 11.1 are brought against STC, its affiliates, associates or agents.
- 11.3 The Company and/or Companies (see subclause 3.4) shall jointly and severally indemnify and hold harmless STC, its affiliates, associates and agents against any claims, losses, actions, proceedings, damage or other liabilities whatsoever (including damages or compensation paid by them to compromise or settle a claim), and all legal costs or other expenses, suffered by STC, its affiliates, associates and agents arising out of any actual or potential breach by the Registered User and/or the Company of any duties or obligations (including negligence) owed by the Registered User and/or the Company to STC or its affiliates, associates or agents relating to this Agreement, the Website, the Protected Services or Content.

- 11.4 Nothing in this Agreement shall exclude or limit liability for death, personal injury or fraud or otherwise where it would be unlawful to exclude or limit such liability.
- 11.5 Except as set out in this Agreement STC, its affiliates, associates and agents shall have no liability whatsoever to the Registered User, the Company or to any third party in respect of Protected Services, Content or the Website howsoever arising (including, without limitation, under any implied term of this Agreement).
- 12 TERMINATION AND SUSPENSION**
- 12.1 STC may (in its discretion) terminate all or part of any Registered User's access to or use of the Website, Protected Services, Content or all or part of this Agreement:
- 12.1.1 immediately on giving written notice if:
- (a) the Company fails within 7 days of written notice from STC to make any payment due pursuant to this Agreement;
  - (b) the Registered User and/or the Company is in material or persistent breach of any provision of any part of this Agreement and, in the case of breaches that may be remedied, fails to remedy that breach within 7 days of request; or
  - (c) in relation to the Company, an order is made or a resolution is passed for its winding up or if an order is made for the appointment of an administrator to manage its affairs, business and property or if a receiver is appointed of any of its assets or undertakings or if circumstances arise which entitle a court or a creditor to appoint a receiver or manager or provisional liquidator or which entitle a court to make a winding-up order in relation to it or if it enters into any other formal or informal insolvency process in any relevant jurisdiction; or
- 12.1.2 on giving 15 days written notice.
- 12.2 The Registered User may terminate this Agreement:
- 12.2.1 immediately on giving notice if:
- (a) STC is in material or persistent breach of any provision of these this Agreement and, in the case of breaches that may be remedied, fails to remedy that breach within 7 days of request; or
  - (b) in relation to STC, an order is made or a resolution is passed for its winding up or if an order is made for the appointment of an administrator to manage its affairs, business and property or if a receiver is appointed of any of its assets or undertakings or if circumstances arise which entitle a court or a creditor to appoint a receiver or manager or provisional liquidator or which entitle a court to make a winding-up order in relation to it or if it enters into any other formal or informal insolvency process in any relevant jurisdiction; or
- 12.2.2 on giving 15 days written notice.
- 12.3 From time to time STC may suspend some or all access to or use of the Website, Content or Protected Services for scheduled or unscheduled routine, non-routine or emergency maintenance or for any other reason where STC reasonably considers it necessary to do so. In the event of such a suspension, STC will where reasonably practicable use reasonable efforts to give notice of the suspension via the Website beforehand.

12.4 Termination of these Registered User Terms (or any other part of this Agreement) will not affect the rights and remedies of the parties accrued prior to termination, nor affect any provision intended to continue after termination. Termination of these Registered User Terms will not affect any booking made by the Registered User except to the extent that a breach by the Registered User of these Registered User Terms relates to a particular booking, in which case that booking may also be terminated by STC on notice to the Registered User.

### **13 MISCELLANEOUS**

13.1 Use of the Website, the Protected Services or the Content may be subject to certain legal or regulatory requirements in particular jurisdictions. The Registered User may only access or use the Website, Protected Services or Content to the extent such access or use is permitted in the jurisdiction in which they access or use the Website, Protected Services or Content.

13.2 STC may make modifications to this Agreement (including the addition of new Content or Protected Services or changes in fees, rates or charges for their use) by giving the Registered User not less than 20 days' notice. Subject to the right to terminate this Agreement under clauses 12.1 and 12.2, the change shall take effect on the date of expiry of the notice. Notice shall be deemed given to the Registered User through publication on the website. Exceptionally, STC may give a shorter notice period (other than in the case of any variation to fees, rates or charges) as it deems reasonably necessary for the effective operation of the Website or Protected Services (in which case the Registered User or Individual User shall be entitled to terminate this Agreement with immediate effect by giving written notice at any time during such notice period).

13.3 STC may update and change the Website from time to time.

13.4 STC may give notice under this Agreement in writing to the address (or the email address) specified by the Registered User in the registered user application form (or a subsequent address notified to STC from time to time). Proof of posting or transmission of any notice shall be deemed to be proof of receipt of the notice at the time when the notice would in the ordinary course be delivered or received. Any notice sent via the Website shall be deemed to have been received when the notice is first available through the Website for access by the Registered User.

13.5 STC and its affiliates, associates and agents will not be liable for any loss (including loss of profit), damage, delay or failure in performing any of its duties relating to this Agreement caused in whole or in part by the action of any government or governmental agency, natural occurrence, law or regulation (or any change in the interpretation thereof), injunction, currency restriction, sanction, exchange control, industrial action (whether involving its staff or not), war, terrorist action, equipment failure, or interruption to power supplies or anything else beyond its reasonable control.

13.6 This Agreement supersedes all previous agreements, communications, representations and discussions between the parties relating to the Website. Save as expressly stated, no party will have a right of action against STC or its affiliates, associates or agents arising from any previous agreement, communication, representation and discussion in respect of the Website (except in the case of fraudulent misrepresentation), and it is acknowledged by the Registered User that it has not relied on any terms, warranties, representations or conditions other than those expressly stated in this Agreement. No modification or waiver of this Agreement shall be binding on STC unless it is in writing and agreed by an authorised representative of STC.

13.7 References in this Agreement to 'in writing' or 'written' include communication by email or other electronic form.

13.8 Each of the provisions of this Agreement is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way.

- 13.9 The rights of STC, its affiliates, associates and agents under this Agreement may be exercised as often as necessary and are cumulative and not exclusive of their rights under any applicable law. Any delay in the exercise or non-exercise of any such right is not a waiver of that right.
- 13.10 Neither the Registered User nor the Company may assign, part with or otherwise transfer any right or benefit under any provision of this Agreement without STC's prior written consent.
- 13.11 STC may assign, part with, or otherwise transfer any right or benefit under any provisions of this Agreement.
- 13.12 STC may assist or co-operate with authorities in any jurisdictions(s) in relation to any direction or request to disclose personal or other information regarding any Registered User or the use of the Website, Content or Protected Services.
- 13.13 STC's affiliates, associates and agents ("**Relevant Third Parties**") shall have the benefit of all provisions of this Agreement which are expressed to be for their benefit, as well as the law and jurisdiction clause. In entering into this contract, STC does so (to the extent of such provisions) not only on its own behalf but also as agent and trustee for such persons.
- 13.14 To the extent that clause 13.13 is not effective to give such benefit to any Relevant Third Party, it may enforce such provisions in its own name pursuant to the Contracts (Rights of Third Parties) Act 1999. This Agreement may be varied or rescinded, by agreement or in accordance with its terms, without the consent of any Relevant Third Party.
- 13.15 STC may process, for the purpose of providing the Website and Protected Services, any personal information it receives from the Registered User in connection with this Agreement. Such processing may take place in countries outside the European Economic Area. The Registered User warrants that processing of such information by STC in accordance with this Agreement will not put STC in breach of any applicable law, including without limitation the Data Protection Act 1998, or of this Agreement.

#### **14 LAW AND JURISDICTION**

The parties agree that this Agreement shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.