



# BabelBridge Exporter Service Application

for Electronic Shipping Instructions (Sea Cargo)

Please write clearly using blue or black ink. For assistance please telephone 1300 909 558  
Return your completed form by FAX to (03) 8678 1731

### Customer Details

New Application       Amendment / Update

Organisation name:

  


ABN Number:

Contact Name:

Phone Number:

Fax Number:

Email:

SIs processed per month:

### Service Details – Electronic Shipping Instructions:

Source Format:       BabelPilot       Custom

Sending Method:       Email       http

Sending Address(es) (for email sending):

  


OPTIONAL – Email address for receipts:

  


OPTIONAL - CC Email Addresses for SIs (PDF):

  


Expected Live Date:

### Shipping Lines Used (Please tick all carriers used):

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> ANL                     | <input type="checkbox"/> Inchcape Shipping | <input type="checkbox"/> PO Shipping     |
| <input type="checkbox"/> APL                     | <input type="checkbox"/> K Line            | <input type="checkbox"/> RCL             |
| <input type="checkbox"/> Carpenters Shipping     | <input type="checkbox"/> Lloyd Triestino   | <input type="checkbox"/> Reef Shipping   |
| <input type="checkbox"/> Chief Container Service | <input type="checkbox"/> Maersk Sealand    | <input type="checkbox"/> Safmarine       |
| <input type="checkbox"/> China Shipping          | <input type="checkbox"/> Marfret           | <input type="checkbox"/> Sino-Trans      |
| <input type="checkbox"/> CMA-CGM                 | <input type="checkbox"/> MISC              | <input type="checkbox"/> Sofrana         |
| <input type="checkbox"/> COSCO / 5 Star          | <input type="checkbox"/> Mitsui OSK Line   | <input type="checkbox"/> Swire           |
| <input type="checkbox"/> Evergreen Marine        | <input type="checkbox"/> MSC               | <input type="checkbox"/> STX             |
| <input type="checkbox"/> Hamburg Süd             | <input type="checkbox"/> Neptune Shipping  | <input type="checkbox"/> TS Lines        |
| <input type="checkbox"/> Hanjin Shipping         | <input type="checkbox"/> NYK Line          | <input type="checkbox"/> Yang Ming       |
| <input type="checkbox"/> Hapag-Lloyd             | <input type="checkbox"/> OOCL              | <input type="checkbox"/> Zim / Globestar |
| <input type="checkbox"/> Hyundai Merchant Marine | <input type="checkbox"/> PIL / PAE         |  |

Other shipping lines used not listed above:

Carrier Name:

Contact Person:

Phone Number:

Carrier Name:

Contact Person:

Phone Number:



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## Cargo Brokers and Freight Forwarders:

Please list any Cargo Brokers / Freight Forwarders used by your organisation to process shipping instructions:

Company Name:

Contact Person:

Phone Number:

Company Name:

Contact Person:

Phone Number:

Company Name:

Contact Person:

Phone Number:

## Account Setup:

Your account will take 1 - 3 days to setup, depending on which shipping lines and brokers / forwarders are used by your organisation.

We will notify you when this process is complete.

Thank you for choosing our BabelBridge service.

## Agreement and Declaration:

I declare that:

- all the information provided is true and correct;
- I have read, understood and agree to abide by the Bryn Systems BabelBridge Exporter Service Agreement;
- I am authorised to make this declaration on behalf of the above named organisation.

Please provide us with the messaging services as described: "Translate and deliver Shipping Instructions to shipping lines and freight forwarders / cargo brokers as nominated in the messages we send to BabelBridge."

Signature:

Name:

Position:

Date:

***Fax your completed Application to (03) 8678 1731 for prompt processing.***



# BabelBridge Exporter Service Agreement

## 1. Definitions

"You" means the organisation so named on the Service Application.  
"We" and "Us" and "Bryn" means Bryn Systems Pty Ltd ABN 59 093 331 401.  
"Services" means a service or services of the type ordered on the Service Application and includes all functions available using the service (including but not limited to data translation and delivery services), and any other services we provide to you which are not subject to a separately executed Service Agreement.  
"Service Application" means the form published by us for the purpose of ordering a Service.  
"Trading Partner" means any cargo broker, freight forwarder, shipping line, container depot, terminal or other entity that uses us to receive translated data sent by you.

## 2. Agreement

This Agreement constitutes the full and entire understanding and agreement between us (the Provider) and you (the Customer) with regard to the supply of the Services.

## 3. Our Responsibilities

We will use reasonable measures to make the Services available to you 24 hours a day, 7 days a week; however they may be unavailable at times, due to factors including but not limited to system maintenance, peak congestion, equipment or line failure. You acknowledge that we do not guarantee the availability, speed, performance or quality of the Services.

We may assign any of our rights under this Agreement without your prior consent. We must notify you if we exercise this power.

We shall comply with our obligations under the Privacy Act 1988 (Cth) as amended from time to time.

We shall keep all information that you supply to us which is not part of the public domain or already known to us confidential. Please note that such information shall be transmitted in accordance with your instructions notwithstanding this provision.

## 4. Your Responsibilities

You must not interfere with the normal operation of the Services.

You agree not to make representations to any person which are binding on us. You agree not to assign or otherwise transfer this Agreement, or delegate your rights or obligations under it.

## 5. No Partnership or Agent

Nothing in this Agreement may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary between us and you.

The parties acknowledge and agree that:

- nothing contained or implied in this Agreement or the performance of the terms of this Agreement will be construed as creating or giving rise to or affecting any contractual relationship that you may have with your Trading Partner;
- We are not an agent of and assume no responsibility for the acts or omissions of any Trading Partner.

## 6. Limitation of Liability

You use the Services at your own risk. Furthermore, any data stored on our equipment is stored at your risk and you shall keep backup copies of all such data.

To the maximum extent permitted by law all warranties whether express, implied, statutory or otherwise, relating in any way to the subject matter of this agreement or to this agreement generally, are excluded. Where legislation implies in this agreement any condition or warranty and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or the exercise of or liability under such term, such term shall be deemed to be included in this agreement. However, our liability for any breach of such term shall be limited, at our option, to any one or more of the following: if the breach related to goods: the replacement of the goods or the supply of equivalent goods; the repair of such goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; and if the breach relates to services the supplying of the services again; or the payment of the cost of having the services supplied again.

To the maximum extent permitted by law, we shall not be under any liability (contractual, tortious or otherwise) to you in respect of any loss or damage (including, without limitation, consequential loss or damage) howsoever caused, which may be suffered or incurred or which may arise directly or indirectly in respect to the supply of goods or services pursuant to this agreement or our act, failure or omission.

## 7. Indemnity

To the maximum extent permitted by law, you hereby indemnify us against all liability, costs, loss or damage, suffered or incurred by us, our suppliers, employees,

contractors and assignees arising from this Agreement or the use of the Services, including but not limited to a breach of this Agreement.

## 8. Termination

Subject to the provisions of this section, the Agreement shall be ongoing until it is terminated by either party by giving one month's written notice by post or facsimile. If, in our opinion, you have breached this Agreement, we may at our discretion, suspend and/or terminate this Agreement at any time without notice.

We may terminate this Agreement immediately by written notice, with no liability on our part, if you, or one of your directors, enters into bankruptcy, liquidation or any other form of insolvency, administration, management or receivership, or if you cease, or threaten to cease, to carry on business.

## 9. Variation

We may vary the terms of this Agreement by giving one month's notice to you. You may in such circumstances terminate within 14 days of our notice being issued. If you do not so terminate then that variation shall apply to this agreement.

## 10. Notices

All notices shall be in writing and shall be sent by hand delivery, post, facsimile or electronic mail to the parties hereto at their respective addresses. Any change of address must be notified to the other party at least seven days before the change.

## 11. Severance

If a provision of this Agreement is void, illegal or unenforceable, it may be severed without affecting the validity, legality or enforceability of the other provisions of this Agreement.

## 12. General

Sections 4, 6, 7, 8 and 12 survive termination of this Agreement.

The laws in force in the State of Victoria shall govern this Agreement and each party hereto submits to the exclusive jurisdiction of the Courts of that State and the Commonwealth of Australia in respect of all matters or things arising out of this Agreement. Any proceedings issued in a Federal Court shall be issued in the Victorian Registry.

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