



C.WEB APPLICATION FORM

Before completing this Application Form, please carefully read the attached C.WEB Terms of Use.

This C.WEB Application Form should be completed in relation to a single VAT number only.
If this C.WEB Application Form for your own VAT number should be combined with other C.WEB Application Forms for other VAT numbers of any of your subsidiaries or affiliated companies - so that a single user name and password are issued for all companies - please tick this box:

The legal entity,

Registered name and legal form

VAT number

Trading name
(if different from above)

Bank account number (IBAN)
BIC code

Registered address

City _____
State / Province / County _____
Postal / Zip Code _____ Country _____

Operational address
(if different from registered address)

City _____
State / Province / County _____
Postal / Zip Code _____ Country _____

Telephone number

After office hours phone number

E-mail

Registration number

Ultimate parent company

here represented by

First name, surname

Position



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- requests the use of the C.WEB application;
- confirms, by executing this C.WEB application form, having received a copy of the C.WEB Terms of Use and accepting the application of those Terms of Use;
- authorises the following person (hereinafter called 'the Super User') to receive the user name and password specific to the VAT number(s) stated in this form and to manage the C.WEB application thereafter:

First name, surname

Position

Direct telephone number

E-mail

- accepts that the user data and password will be delivered by courier or by registered mail with acknowledgement of receipt to:

Correspondence address

City _____

State / Province / County _____

Postal / Zip Code _____ Country _____

- authorises, at its risk and liability, the Super User to pass on the user data and password and/or create a sub-C.WEB-profile for any other party assisting its business operations;
- warrants that all information hereby given is complete, true, accurate and in full force and effect.

If the Customer wants to combine the C.WEB application for this VAT number with other VAT numbers administered through a single Super User please fill in the VAT number(s) concerned (only if you ticked the box on the top of the first page!)

VAT number

VAT number

VAT number

NB: a separate Application Form for each VAT number still needs to be filled in!

Done at _____ , **on** _____

Signature and position of legal representatives

Please return this original, signed Application Form together with a signed copy of the Terms of Use by registered post or courier to CLdN Shipping – C.Web Applications, 3-7 rue Schiller L-2519, Luxembourg. You may send an advance copy of the completed, signed Application Form and Terms of Use in .pdf format by e-mail to admin.roro@cldn.com provided that the originals reach CLdN Shipping immediately thereafter, failing which CLdN Shipping reserves the right to reject your application and terminate services.



C.WEB TERMS OF USE

BY USING C.WEB YOU AGREE TO THE TERMS OF USE SET OUT BELOW.

PLEASE READ THESE TERMS OF USE CAREFULLY.

1. **Application of the Terms and Conditions of Carriage** - By applying for the use of C.WEB, your Company explicitly agrees that any and all carriage of goods or units performed by the CLdN Group will be governed by the Terms and Conditions of Carriage of the CLdN Group (for hyper-links to text, see point 10);
2. **Right of Use** - The CLdN Group hereby grants your Company a non-exclusive, non-transferable and limited right to access and use the C.WEB platform, information and the data available in the C.WEB application that specifically relate to your Company and this solely for your Company's own operational business use provided that your Company complies fully with these Terms of Use at all times;
3. **Availability** - The CLdN Group will use reasonable endeavours to change, in whole or in part, its booking and tracking tools (whether under the name of C.WEB or another name), make the C.WEB application available at all times. The CLdN Group nevertheless reserves the discretionary right to make the C.WEB application unavailable at any time (including the right to discontinue the C.WEB application altogether) and/or to restrict its use whether partially or totally and whether to your Company and/or any other user;
4. **Exclusion of Liability** - The CLdN Group will use reasonable endeavours to display correct and accurate information and data on the C.WEB application but no liability whatsoever is accepted, no representation is made and no warranty is given that the information and data displayed in the C.WEB application are accurate, complete, up-to-date and not-misleading and your Company's or any third party's reliance on this information and these data and/or any use thereof is solely at your Company's risk;
5. **Use of Company information** - Only CLdN Group entities relevant to the processing of your Company C.WEB application(s) and to the services provided to your Company shall use the Company information you provide; such information not to be otherwise shared or distributed within the CLdN Group.
6. **Copyright** - The C.WEB application, the information and data the CLdN Group provides your Company with remain the property of the CLdN Group at all times and in relation thereto your Company undertakes to keep them confidential, not to distribute them (otherwise than as set out below) and to protect them in a manner equal to the safekeeping of your Company's own confidential information and data. Your Company understands that the CLdN Group relies on your Company's undertaking regarding the protection of confidential information and data and your Company hence irrevocably undertakes to indemnify the CLdN Group for any damages suffered as a result of your Company's breach of these Terms of Use;
7. **Transfer of Information** - Your Company is authorised to pass onto or to share your Company's information and data from C.WEB with any third party assisting your Company's business operations but your Company should only do so on terms not less onerous than these Terms of Use and upon doing so your Company irrevocably undertakes to remain solely liable for any breach of these Terms of Use by such third party and/or any other party subsequently in possession of same as well as to indemnify the CLdN Group for any damages therefrom incurred by it;
8. **Revision** - The CLdN Group may from time to time revise these Terms of Use without prior notice to your Company. Your Company's use of the C.WEB application binds you to such revisions and your Company should therefore on a regular basis review the current Terms of Use;
9. **Law and Jurisdiction** - These Terms of Use are governed by and construed in accordance with the laws of Luxembourg, without giving effect to any principles of conflicts of law. Your Company agrees that any dispute arising out of or in relation to C.WEB or these Terms of Use shall be subject to the exclusive jurisdiction of the Luxembourg Courts;
10. **Definitions** - C.WEB is a web-based application developed by the CLdN Group, permitting customers to track cargo units in real time; The CLdN Group refers to CLdN Lignes SA, Rue Schiller 3-7, L-2519 Luxembourg, Grand Duchy of Luxembourg and all associated companies; Company is a customer's company including all its subsidiaries and associated companies that has finalised the application procedure to use C.WEB and has been issued with user data and password; Terms and Conditions of Carriage are the terms and conditions of the CLdN Group as found on http://www.cldn.com/ro-ro_cldn_ro-ro.html or http://www.cldn.com/ro-ro_cobelfret_ferries.html and on <http://www.croports.com/downloads.html>

*It is understood that by signing this document, these conditions have been read and accepted.
It is imperative that these conditions be signed by a person authorised to do so or with a power of attorney from the company.*

Dated ... / ... /.....

Signature.....