



APPENDIX 1

TradeTrust Model Terms

27 March 2025

Model Terms to Support the Use of TradeTrust Electronic Bills of Lading

These Model Terms are subject to the comments and disclaimers contained in the Guidance Notes prepared by Watson Farley & Williams LLP dated 27 March 2025.

PART A – DEFINITIONS

NOTE TO TRADETRUST ADOPTERS: Both the User Terms and Conditions in Part B and the eBL Terms and Conditions in Part C will require definitions for defined terms. All the definitions below are needed for the User Agreement Model Terms. The definitions of Delivery Order, eBL, TradeTrust eBL and TradeTrust Enabled eBL System (shown in italics) are also required for eBL Model Terms.

1. Definitions

- 1.1 **"Carrier"**: A User who is the carrier as described in the bill of lading or its authorised representative.
- 1.2 **"Consignee"**: A User who is the consignee as described in the bill of lading and recipient of the shipped goods.
- 1.3 ***"Delivery Order"***: *A document given by the Carrier in exchange for a bill of lading containing an undertaking by the Carrier to the person identified in the document, to deliver the goods to which the document relates, to that person.*
- 1.4 ***"eBL"***: *An electronic bill of lading.*
- 1.5 **"Harmful Components"**: Technologically harmful programs, phishing, data or code including, but not limited to, viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, or adware.
- 1.6 **"IG"**: The International Group of P&I Clubs.
- 1.7 **"Model eBL Terms"**: The Model Terms at Appendix 1, Part C, together with relevant Definitions in Part A of the Guidance Notes as published by the IMDA on the TradeTrust website.
- 1.8 **"Model User Agreement Terms"**: The Model Terms at Appendix 1, Part B, together with the Definitions in Part A of the Guidance Notes as published by the IMDA on the [TradeTrust website](#).
- 1.9 **"Originating User"**: The Carrier who issues and signs the TradeTrust eBL.
- 1.10 **"Previous TradeTrust eBL System"**: The TradeTrust Enabled eBL System or Systems, if any, used prior to the [●] System to issue, sign or transfer possession of the same TradeTrust eBL.
- 1.11 **"Previous User"**: A User of a Previous TradeTrust Enabled eBL System or this System who was previously the holder of the same TradeTrust eBL regardless of which TradeTrust Enabled eBL System was used.
- 1.12 **"Service Provider"**: [[●] company] being the provider of the [[●] System] pursuant to this agreement.
- 1.13 **"Shipper"**: A User who is the shipper of the goods as described in the bill of lading.
- 1.14 **"Subsequent TradeTrust eBL System"**: The TradeTrust Enabled eBL System or Systems, if any, used after the [●] System to transfer possession of the same TradeTrust eBL.
- 1.15 **"Subsequent User"**: A User of a Subsequent TradeTrust eBL System or this System who becomes the holder of the same TradeTrust eBL, regardless of which TradeTrust Enabled eBL System is used.

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- 1.16 "**TradeTrust Adopter**": Any system provider who has integrated and uses the TradeTrust Software and operates a TradeTrust Enabled eBL System.
- 1.17 "**TradeTrust eBL**": *The electronic bill of lading (subject to and compliant with the laws of [Singapore] which recognises its validity as equivalent to paper bills) and permitted to be issued, signed and transferred within the [●] System, Subsequent TradeTrust eBL Systems or Previous TradeTrust eBL Systems and which incorporates the Model eBL Terms or such equivalent terms as may be approved by the IG.*
- 1.18 "**TradeTrust Enabled eBL System**": *An eBL system which has integrated TradeTrust Software and is interoperable with other TradeTrust Enabled eBL Systems and which incorporates the Model User Agreement Terms and requires all eBLs used on the system to incorporate the Model eBL terms or such equivalent terms as may be approved by the IG.*
- 1.19 "**TradeTrust Software**": Free and open-source software developed and/or amended from time to time and made available by the IMDA to TradeTrust Adopters through the TradeTrust website.
- 1.20 "**User**": Any individual, company, or entity that accesses and uses the [●] System, as the case may be.
- 1.21 "**User Agreement**": An agreement between the Service Provider and the User of the system.
- 1.22 "[●] System" or "**this System**": The TradeTrust Enabled eBL System operated under these Terms and Conditions by the Service Provider.

PART B – USER AGREEMENT TERMS AND CONDITIONS

NOTE TO TRADETRUST ADOPTERS: These Model Terms ("Terms") are drafted for TradeTrust Adopters' User Agreements. The Terms address specific provisions and issues discussed in the Guidance Notes designed to assist the TradeTrust Adopter in obtaining IG approval of their TradeTrust Enabled eBL Systems. The Terms are not intended to cover all terms which would be included in a software user agreement. The Terms may require adjustment to take into account the other User Agreement terms in use by the TradeTrust Adopter. These may be other terms in a bespoke User Agreement dedicated to TradeTrust eBLs or alternatively where the Service Provider uses General Terms & Conditions to apply for all of its applications but uses Special Conditions for particular applications such as the TradeTrust Enabled eBL System. However, this should be done in a way which preserves the precedence and effectiveness of the Terms. Terms in square brackets indicate that details are to be supplied or alternatives may be used or in some cases options may be deleted (as the context requires) by TradeTrust Adopters.

Preamble/Background Recitals

- (A) The Service Provider has developed platforms and systems integrating TradeTrust Software [●] System, which it makes available for use via the internet by itself or by group companies or to third party subscribers on a subscription and pay-per-use basis for the purpose of, amongst other things, issuing, signing and transferring possession of TradeTrust eBLs and/or interoperating with other TradeTrust eBL Enabled Systems.
- (B) The User wishes to use, and the Service Provider wishes to provide, services for the use of TradeTrust eBLs subject to the Terms and Conditions of this agreement [and the applicable General Terms and Conditions].

2. eBL Clauses

Notwithstanding details provided by the Shipper to the Carrier for issuing the TradeTrust eBL, the Carrier may "clause" the eBL with remarks as to the leading marks, number, quantity, weight and/or apparent good order and condition of the goods ("**Clauing**"). Such Clauing may only take place before issuance of the eBL to the Shipper. The Service Provider accepts no responsibility for any such remarks which the Carrier may choose to make.

3. Rejection of the eBL

Without prejudice to the Previous Users' legal rights and obligations, any User being the lawful holder of the TradeTrust eBL may reject the transfer of the eBL, thereby transferring possession of the eBL back to the Previous User who last had possession of the eBL.

4. Switch to Paper

At any time prior to the delivery of the goods covered by the TradeTrust eBL, the Originating User undertakes, at the request of any Subsequent User, who is then the holder of the TradeTrust eBL, to accept the return by way of transfer of possession of the TradeTrust eBL and issue a paper bill of lading in its place. Upon acceptance of the return of the TradeTrust eBL, the TradeTrust eBL shall be made inoperative and ceases to have any effect or validity and no further transfer of possession of the TradeTrust eBL shall be permitted. The paper bill of lading shall accurately reflect the wording of the TradeTrust eBL together with the terms and conditions contained in and/or incorporated by reference in the TradeTrust eBL. The change of medium in accordance with this paragraph shall not affect the rights and obligations of the parties. The paper bill of lading shall state the date of issue in accordance with the

TradeTrust eBL, the date of conversion to paper and the paper bill of lading shall be accompanied by a printout of the electronic record of holders between the date of issue and the date of conversion to paper.

The paper bill of lading will contain the following statement:

"This is a paper bill of lading issued and signed by the Carrier in compliance with a request from the lawful holder of the TradeTrust eBL on [date] to switch to paper. Pursuant to the governing law of [●], being an MLETR-compliant jurisdiction, the change of medium shall not affect the rights and obligations of the parties. The TradeTrust eBL has been made inoperative and has ceased to have any effect or validity and no further endorsement or transfer of possession of the TradeTrust eBL shall be permitted."

5. Surrender, Delivery and Accomplishment

- 5.1. Before a User who is the holder of the TradeTrust eBL is entitled to physical delivery of cargo, the User must surrender the TradeTrust eBL by transferring possession to the Carrier upon which (subject to any legal exception or impediment to this obligation) the Carrier is obliged to physically deliver the cargo [or provide a Delivery Order] to that User. The Carrier shall be entitled to require reasonable proof of identity from the party taking delivery of the goods. The Service Provider does not warrant the accuracy of such identity information and accepts no liability in respect thereof whatsoever in this regard.
- 5.2. Upon acceptance of the surrender of the TradeTrust eBL and after delivery of the cargo [or provision of a Delivery Order] to the User in clause 5.1, the TradeTrust eBL shall be made inoperative and ceases to have any effect or validity in transferring title to the cargo and no further transfer of possession of the eBL shall be permitted. The Carrier shall then record the status of the eBL as accomplished.

6. Liability of Service Provider for Errors, Malfunction and Corrections

- 6.1. The Service Provider has no liability whatsoever to any User for [any loss, damage or delay of whatsoever nature whether direct or indirect, physical or financial due to a cause or combination of causes, any of which is beyond the reasonable control of the Service Provider].
- 6.2. The Service Provider does not represent or warrant that its TradeTrust Enabled eBL System will be [error-free, free of Harmful Components or that defects will be corrected or that the defects will always be accessible to be corrected. However, should any errors or defects occur, or any Harmful Components be discovered, the Service Provider shall be entitled to a reasonable amount of system downtime in order to use all reasonable efforts to correct such errors or defects and/or remove such Harmful Components].
- 6.3. The Service Provider does not warrant or represent that [the information available on or through its TradeTrust Enabled eBL System will be correct, accurate, timely, or otherwise reliable].
- 6.4. Notwithstanding clauses 6.2 and 6.3 above and subject to clauses 6.1 above and 6.5 below, the Service Provider accepts liability, up to, but not exceeding, the limit of liability in clause 7 below, in the event that the User suffers loss, damage or delay solely and directly caused by failure of [●] System, subject to such losses not being reasonably avoidable and/or mitigatable by the User. It is agreed that

such reasonable avoidance and mitigation shall include the User requesting or agreeing to the Carrier switching the TradeTrust eBL to paper pursuant to clause 4.

6.5. Notwithstanding any provision in this agreement, the Service Provider does not accept any liability whatsoever to any User who is not either a Carrier, Shipper, Consignee and/or lawful holder of the TradeTrust eBL.

7. Limit of Liability

7.1. The Service Provider will not be liable under contract, tort or otherwise to any User for more than **[amount to be decided by the Service Provider]** (inclusive of interest and costs) **[per event/per customer/in any one calendar year as decided by the Service Provider]**.

7.2. The Service Provider shall procure and maintain at all times adequate liability insurance for liability for failure of [●] System arising from system fault or failure.

8. Interoperability

[●] System is designed for and will interoperate with other TradeTrust Enabled eBL Systems in so far as the TradeTrust Software allows.

9. Dispute Resolution

9.1. Any dispute arising out of or in connection with these Terms and Conditions, including any question regarding the User Agreement's existence, validity or termination, shall be referred to and finally resolved by arbitration [administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") / [in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration ("**SCMA Rules**")]] current at the commencement of the arbitration, which rules are deemed to be incorporated by reference in this clause.

9.2. The seat of the arbitration shall be [Singapore].

9.3. The Tribunal shall consist of [three] arbitrators.

9.4. The language of the arbitration shall be English.

9.5. The law governing this arbitration agreement shall be [Singapore].

10. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of [Singapore].

PART C – TRADETRUST EBL PROVISIONS

NOTE TO TRADETRUST ADOPTERS: These Model Terms are to be incorporated into every TradeTrust eBL used on the TradeTrust Enabled eBL System. For originating systems which govern and operate the Carrier's issuing of the eBL, the NOTICE should be in a prominent position on the first page of the bill of lading. Also, care should be taken to ensure that if adapting standard form eBL clauses (for example where the eBL is on liner terms¹) or standard terms and incorporated charterparty terms (for example where the Carrier is issuing a bill of lading with the contract of carriage mainly contained in a voyage or time charterparty and then incorporated by reference to the charterparty in the bill of lading²) that the Model eBL Terms are consistent with these clauses. This is particularly the case with dispute resolution provisions which may be different in standard form charterparties or bills of lading on liner terms to the provisions recommended below.³ In the event of a conflict these clauses should prevail.

Notice

- 1 This is a TradeTrust eBL governed by the law of [Singapore] which has adopted⁴ the UNCITRAL Model Law on Electronic Transferable Records ("MLETR"). This TradeTrust eBL meets the requirements of the MLETR as implemented under [Singapore law] which gives legal recognition to it as equivalent to a paper bill of lading.

Carrier's Right to Receive Back

- 2 This TradeTrust eBL has been issued, signed by the Carrier using a TradeTrust Enabled eBL System. The Carrier has the right to receive this TradeTrust eBL back on the same TradeTrust Enabled eBL System from which it issued, signed the eBL when the TradeTrust eBL is surrendered in return for discharge of the cargo as further set out below.

Switch to Paper

- 3 At any time prior to the delivery of the goods covered by the TradeTrust eBL, the Carrier undertakes, at the request of any lawful holder of the TradeTrust eBL, to accept the return by way of transfer of possession of the TradeTrust eBL and issue a paper bill of lading in its place. Upon acceptance of the return of the TradeTrust eBL, the TradeTrust eBL shall be made inoperative and ceases to have any effect or validity and no further transfer of possession of the TradeTrust eBL shall be permitted. The paper bill of lading shall accurately reflect the wording of the TradeTrust eBL together with the terms and conditions contained in and/or incorporated by reference in the TradeTrust eBL. The change of medium in accordance with this paragraph shall not affect the rights and obligations of the parties. The paper bill of lading shall state the date of issue in accordance with the TradeTrust eBL, the date of conversion to paper and the paper bill of lading shall be accompanied by a printout of the electronic record of holders between the date of issue and the date of conversion to paper.

¹ For example, BIMCO CONLINE 2016 Bill of Lading.

² For example, BIMCO GENCON 2022 Charterparty and CONGEN Bill of Lading.

³ For example, box 32 in the GENCON 2022 form offers a wide range of choice of law and dispute resolution clauses which are then incorporated into the CONGEN Bill of Lading (see clause 7 on page 2). These clauses may be used, or the Model clauses used in their place, provided the choices of law and courts/tribunals are MLETR jurisdictions. In relation to the CONLINE 2016 form, clause 4 (*Law and Jurisdiction*) provides that "disputes arising out of this bill of lading shall be exclusively determined by the courts and in accordance with the law of the place of the Carrier's principal place of business ... except as provided elsewhere herein". The Carrier's place of business might not be an MLETR aligned jurisdiction and therefore there should be an express clause to ensure this clause has no effect.

⁴ Depending on the jurisdiction, this phrase may need to be changed to instead read "aligned with" or "equivalent to" etc.

The paper bill of lading will contain the following statement:

"This is a paper bill of lading issued and signed by the Carrier in compliance with a request from the lawful holder of the TradeTrust eBL on [date] to switch to paper. Pursuant to the governing law of [●], being an MLETR-compliant jurisdiction, the change of medium shall not affect the rights and obligations of the parties. The TradeTrust eBL has been made inoperative and has ceased to have any effect or validity and no further endorsement or transfer of possession of the eBL shall be permitted."

Surrender, Delivery and Accomplishment

- 4 Upon acceptance of the surrender of the TradeTrust eBL, the Carrier shall be entitled to require reasonable proof of identity from the party taking delivery of the goods [or receiving the Delivery Order] and thereafter (subject to any legal exception or impediment to its obligation) to deliver the cargo to the party entitled to take delivery. Upon making delivery of the goods in this clause 4, the eBL shall be made inoperative and ceases to have any effect or validity in transferring title and no further transfer of possession of the eBL shall be permitted. The Carrier shall then record the status of the eBL as accomplished.

Dispute Resolution

- 5 Any dispute arising out of or in connection with these Terms and Conditions, including any question regarding the TradeTrust eBL's existence, validity or termination, shall be referred to and finally resolved by arbitration [administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") / [in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration ("**SCMA Rules**")]] current at the commencement of the arbitration, which rules are deemed to be incorporated by reference in this clause.
- i. The seat of the arbitration shall be [Singapore].
 - ii. The Tribunal shall consist of [three] arbitrators.
 - iii. The language of the arbitration shall be English.
 - iv. The law governing this arbitration agreement shall be [Singapore].

Governing Law

- 6 These Terms and Conditions shall be governed by and construed in accordance with the laws of [Singapore].

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