

## **SWiM GDS - RULES**

### **LINERS**

When you Register - You Must Agree to our SWiM GDS Rules, Terms and Conditions

After you have Registered you agree to complete our Application by Setting Password(s) for:

- The Master User
- Authorised Users (if any)

You agree that, after your first login, you will upload a CSV file of all scheduled Voyages - preferably up to 12 months ahead.

You agree to keep your Inventory of Available TEU slots and prices up to date at all times, by either:

- Adding additional or updated CSV files; or
- Using the "Update Inventory" facility on our GDS platform.

You agree to require all Freight Forwarders to place Bookings with you on the SWiM GDS platform and you agree to promote the SWiM GDS platform link on your website.

You agree to accept Bookings for our five standard container types and sizes via our quoting system and honour the Booking Confirmation Number (BCN) slips issued by our platform.

You agree to have a SWiM PAY account and agree to receive Deposit & Balance Payments into your SWiM PAY Account

You agree to upload your Bill of Lading onto our platform - and keep it up to date - so that Buyers can agree to your terms when they book

You agree to accept Bookings for our five standard container types and sizes via our automated quoting system and honouring the Booking Confirmation Number (BCN) bookings and invoices that we send you by email from the SWiM GDS platform

You agree to accept and respond to Quote Requests from the Buyers on the SWiM GDS platform for all "Special Equipment" types outside of our five standard booking container types and sizes.

You agree to exchange all documents pertaining to each BCN through the EDI exchange facility on our platform, including:

#### **- Sellers Documents**

- CRN (Container Release Note)
- BOL (Bill of Lading)
- DO (Delivery Order)
- "No Show Notification"

#### **- Buyers Documents**

- SOC CSC Certification and Identity Form
- SOC Indemnity Form
- Hazardous Goods Declaration

- Forwarding Instructions Form
- Not Uploaded Notification

You agree to advise your buying clients of:

- Discount Vouchers - which you can set up on our platform if you wish to give special clients a discount
- Account Clients - you agree to give clients who have Credit Terms with you a 100% Discount Voucher. That just means that we do not invoice them through our platform, but you can still require those clients to pay you via SWiM PAY

You agree to advise your buying clients of:

- Terms Vouchers - which you set up if to give special clients payment terms of say 10, 15 or 30 days. That means that we invoice them through our platform, but they still must pay you via SWiM PAY

You agree to update any and all Voyage details on the SWiM GDS platform, by either:

- Upload new or updated CSV files for all Voyages and Port-Pairs; or
- Use the "Update Inventory" facility on the SWiM GDS platform

In the event you cancel a voyage or BCN, you agree that:

- You will offer the Buyer an Alternative Voyage if you have any reasonably available; or
- If you cannot offer the Buyer an Alternative Voyage you agree that:
  - The Buyer's pre-paid Deposit is returned to them by SWiM; and
  - Your SWiM REWARDS account will be debited by SWiM with 50% of the Deposit; and
  - The Buyer will receive from SWiM the 50% extra, paid by the above debit, plus the Deposit Amount

You Agree to allow "Balance Shift" Requests from Buyers if they need to reduce the size of their Booking

#### **Cancellations by Buyer - you agree that:**

- If the Buyer cancels BEFORE the Container Release Note is issued then the Buyer receives the full deposit
- If the Buyer cancels AFTER the Container Release Note is issued then the SELLER receives the full deposit
- If the Buyer is a "NO SHOW" AFTER the CRN is issued then the SELLER receives the full deposit

#### **Cancellations by Seller - you agree that if the Cancellation is**

a. Prior to issue of CRN

- then the Buyer receives the full deposit from SWiM - but receives no Bonus SWiM REWARDS points

b. After CRN issued but Prior to empty container collection

- then the Buyer receives the full deposit from SWiM - but receives no Bonus SWiM REWARDS points

c. After CRN issued and containers collected

Liner Offers change to new Voyage?

1. NO

- then the Buyer receives back the full deposit from SWiM, with 50% Bonus SWiM REWARDS points

2.. YES

#### **A. New Voyage offered by the Seller and accepted by the Buyer**

- then the Buyer receives 50% of the full deposit from SWiM - but receives no Bonus points

#### **B. New Voyage offered by the Seller but not accepted by the Buyer**

- then the Buyer receives the full deposit from SWiM, with 50% Bonus SWiM REWARDS points

## FORWARDERS

When you Register - You Must Agree to our SWiM GDS Rules, Terms and Conditions

After you have Registered you agree to complete our Application by Setting Password(s) for:

- The Master User
- Authorised Users (if any)

You agree to place all client Container Cargo Bookings with you on the SWiM GDS platform and you agree to promote the SWiM GDS platform link on your website.

You agree to place Bookings for our five standard container types and sizes via our quoting system

You agree to have a SWiM PAY account and agree to pay Deposit & Balance Payments via SWiM PAY

You agree to pay for Bookings on our system via our SWiM PAY platform for:

- Booking Confirmation Number (BCN) slips that we send you from our platform, by paying:
- Deposit Invoices sent by email to you, payable to SWiM WORLDWIDE PTY LTD (Escrow Account); and
- Balance Invoices sent by email to you, payable to the Liners USD account on SWiM PAY.

You agree to place Quote Requests and respond to Quote Request Replies from Sellers on the SWiM GDS platform for all "Special Equipment" types, outside of our five standard booking types and sizes.

If you do not have a SWiM PAY account, you agree to pay BCN invoices from your external Bank Account:

- Deposit Invoices - paid to SWiM WORLDWIDE PTY LTD's USD account on SWiM PAY, within 5 days
- Balance Invoices - paid to the SELLERS' USD account on SWiM PAY, to arrive within 5 after BOLading.

You agree to exchange all documents pertaining to each BCN through our EDI exchange facility , including:

### - Sellers Documents

- CRN (Container Release Note)
- BOL (Bill of Lading)
- DO (Delivery Order)
- "No Show Notification"

### - Buyers Documents

- SOC CSC Certification and Identity Form
- SOC Indemnity Form
- Hazardous Goods Declaration
- Forwarding Instructions Form
- Not Uploaded Notification

You agree to advise your buying clients of:

- Discount Vouchers - which the Seller may issue to you, so that you can apply an approved discount
- Account Clients - clients who have Credit Terms with the Seller will receive a 100% Discount Voucher

That just means that we still require those clients to pay you via SWiM PAY, into your USD account  
You then pay the full BCN amount to the Seller's USD account on SWiM PAY

You agree to advise your buying clients of:

- Terms Vouchers - Seller can set up on our platform to give clients payment terms of say 10, 15 or 30 days  
That just means that we invoice them later through our platform, but the Deposit and Balance Invoices are still required to be paid by you via SWiM PAY

In the event the Seller cancels a voyage or BCN, you agree that:

- You will receive an Alternative Voyage offer from the Seller if they have any reasonably available; or
- If they cannot offer you an Alternative Voyage you agree that:
  - Your-paid Deposit is returned to you by SWiM; and
  - Your SWiM REWARDS account will be credited by SWiM with an amount equal to 50% of the Deposit
  - You will receive from SWiM REWARDS the 50% extra, paid by the above debit, plus the Deposit Amount

You Agree to place "Balance Shift" Requests to Sellers - at least seven (7) days before ETD

- if you need to reduce the size of your original Booking.

#### **Cancellations by Buyer - you agree that:**

- If the Buyer cancels BEFORE the Container Release Note is issued then the Buyer receives the full deposit
- If the Buyer cancels AFTER the Container Release Note is issued then the SELLER receives the full deposit
- If the Buyer is a "NO SHOW" AFTER the Container Release Note is issued then the SELLER receives the full deposit from SWiM. There is no Refund to the Buyer.<sup>3</sup>

#### **Cancellations by Seller - you agree that if the Cancellation is**

a. Prior to issue of CRN

- then the Buyer receives back the full deposit from SWiM - but receives no Bonus REWARDS points

b. After CRN issued but Prior to empty container collection

- then the Buyer receives back the full deposit from SWiM - but receives no Bonus REWARDS points

c. After CRN issued and containers collected

Liner Offers change to new Voyage?

1. NO

- then the Buyer receives back the full deposit from SWiM, with 50% Bonus SWiM REWARDS points

2.. YES

##### **A. New Voyage offered by the Seller and accepted by the Buyer**

- then the Buyer receives back 50% of the full deposit from SWiM - but no Bonus REWARDS points

##### **B. New Voyage offered by the Seller but not accepted by the Buyer**

- then the Buyer receives back the full deposit from SWiM, with 50% Bonus REWARDS points