

YOUR COUNTRY:

YOUR CITY:

SELECT 1 MEMBER CLASS: GOLD, SILVER OR BRONZE :

Company name :

Address :

Phone :

Fax :

Director or C.E.O name :

Phone:

Mobile:

Email:

Email commercial :

Email sales :

Email air operations :

Email ocean operations :

Email accounting :

Airports cover in your country :

Ocean ports cover in your country :

(Indicate yes or not)

Air:

Ocean:

Logistics:

Warehousing:

Inland freight:

Customs Brokerage:

Project cargo:

Break Bulk:

Oversized, Heavy lift:

Trailers, low bed, cranes:

OOG, Flat racks, Open top:

Ro/Ro:

Isotank:

Flexitank:

NVOCC:

Fiata:

Iata:

Others:

Year of establishment of your company:

Member of:

Total annual turnover USD:

Number of employees:

Freight forwarding references: (mention 3 forwarders)

Branch Office 1: -

Branch Office 2: -

Branch Office 3: -

Number of shipments handle by your company per month, without routed cargo or nominations:

Number of project cargo shipments per year:

Main countries of your business:

Date of PCA incorporation:

Website:

COMPANY NAME: _____ DATE: _____ DIRECTOR or CEO signature: _____



PCA - PROJECT CARGO ALLIANCE – GENERAL TERMS, RULES & CONDITIONS

1. PCA – PROJECT CARGO ALLIANCE launched in Lima – Peru in 2015 present the following general terms, rules, conditions and agreement to all PCA partners worldwide.

1.1. PCA is a global network of professional Freight Forwarders specialist in break-bulk, Out Of Gauge, oversize loads, heavy lift, flat racks, special cranes, vessel charters, RO/RO, mafi and all kind of worldwide PROJECT CARGO transport.

1.2. Our major objective is foment new global business in a secure atmosphere for all our PCA members.

2. Free Trial Membership for 2015.

2.1 Free Membership will be given for the first year of network; in this case will be available for all 2015.

2.2 In this period the members don't have to pay anything, Membership Fee and Payment Protection Plan will not apply till 31.12.2015

2.3 Since we have not collected any PPP – Payment Protection Plan, any business transaction among members will not be protected by PCA on any liabilities or claims.

2.4 Since free membership will expire on 31 December 2015, members listed in PCA will be asked to pay Membership fee and PPP fee from 01.01.2016, and then as per Rules of PCA Network we will be able to cover your shipments transactions within members using PPP, (we need at least 100 active PCA partners in order to start PPP) for all terms & conditions kindly review point 11.

3. Marketing Package.

3.1. Use of logo, PCA members can use the logo in their signature emails, business cards, website, company presentation, trucks and others.

3.2. PCA members will receive optionally an email for example yourcity/country@projectcargoalliance.com.

3.3. PCA partners will be enlisted in global websites of project cargo & heavy lift industry.

3.4. Our members will be enlisted in our website www.projectcargoalliance.com with all necessary data per city / country.

3.5. PCA will promote all members worldwide, looking for increase of business and shipments traffic.

4. Shipment Obligation.

4.1. PCA members must comply with minimum of 5 (FIVE) project cargo shipments between all PCA partners or 10 (TEN) standard shipments per year between all PCA partners in order to secure appropriate return of shipments for all PCA associates.

4.2. Less than 5 (FIVE) project cargo shipments or 10 (TEN) standard shipments per year will exclude from PCA – Project Cargo Alliance.

4.3. Shipments range will be observed per year and PCA team HQ will select the best 10 PCA partners worldwide according to the performance into the alliance every year.

5. Operations and sales procedure between PCA members.

5.1. ABOUT PROFIT SHARE: Collect shipments 50/50, Prepaid shipments routed by the destination agent are also 50/50. No profit share for normal prepaid shipments, because in this case the destination PCA partner has the opportunity of profiting from local charges in this case. Partners may make other agreements like free hand, directly invoices to consignee and others depending of specific cases, as a basic rule, any losses are to be borne by the partner who generated the business.

5.2. MAWB & MBL INSTRUCTIONS: The members must update their complete data with all details in order to consign MAWB & MBL and special requirements if data changes (name, address, phone number, contacts) member must immediately notify headquarters in Lima via e-mail. If in this point exist a delay, penalty or problem with the shipment, the company who not advice will be responsible, also, the agent who commits the error or fails to comply with all required data to destination country will assume full responsibility.

5.3. CUSTOMS: Each company will report requirements, deadlines and mandatory documents with customs requirements for DDU and DDP for air, ocean and project cargo shipments, also, likewise always report any changes in the process of country directly or indirectly affecting the shipments.

5.4. OPERATIONS: The members must operate within air, ocean and inland, in addition to handling all types of project cargo, supporting complete global network for all services related to cargo agents.

5.5. OFFICIAL CARGO AGENT: All members must be official International Freight Forwarders, with legal documents issued by the regulator entity or customs, certifications accepted are IATA, FIATA, local association of agents, VAT registration, port or airport certificate of operations and others.

5.6. SALES: All requirements must be answered with priority among the members according to the following periods: 24 hours to answer air & ocean requirements and 48 hours to answer project cargo inquiries, increasing efficiency, speed and competitiveness in commercial & sales departments.

5.7. NET/NET REAL RATES: PCA partners provide only real net/net rates, each company agrees to send the best and real NET/NET rates of airlines and shipping lines in order to increase the number of sales in shipments by air, ocean and projects with best route, best offer, so it will seek to increase efficiency and speed in quotes to worldwide members.

COMPANY NAME: _____ DATE: _____ DIRECTOR or CEO signature: _____

6. Benefits and Privileges of PCA – PROJECT CARGO ALLIANCE members.

6.1 Members will be a part of an international freight-forwarding network for project cargo specialist that provides business opportunities through an integrated alliance.

6.2 Members will have easy access to the contact details of other Members by our Website www.projectcargoalliance.com and also via official list in pdf.

6.3 Members will have financial security which leads to peace of mind when doing business with fellow Members. PCA has set up PPP for members to utilize in the event of non-payment of Members invoices by another Member, look point 11 for all terms, rules and conditions.

6.4 Also the following:

- ✓ New project cargo business via ocean & air.
- ✓ Access to Members Area and official PCA partners list.
- ✓ Payment Protection Plan between active PCA members.
- ✓ Marketing Package and use of PCA logo in emails signature, website, business cards, company presentations, trucks and more.
- ✓ Access to global project cargo specialists.
- ✓ Prestige of PCA world membership.
- ✓ Inclusion in World Maps and websites of heavy lift, break bulk and all project cargo industry.
- ✓ Access to Mailing List for quickly contacts worldwide.
- ✓ PCA Quote Request System.
- ✓ Annual Quality Control & exclusive PCA system that ensure traffic and shipments between our partners.
- ✓ Global coverage for your standard shipments via airfreight, ocean freight, inland, rail and others.

7 Admissions as a PCA member:

7.1 PCA welcomes everyone. Members who already have membership(s) with other networks shall still qualify to be a Member of PCA.

7.2 The application form and all PCA terms, rules and conditions shall be read, understood and completed by potential members. Members shall be provided with a copy of these Rules and the Code of Business Ethics and Conduct of PCA.

7.3 Members are encouraged to list down the certifications and/or licenses that they hold so as to promote their accreditations and expertise within PCA and to its Members.

7.4 Potential members shall make all the relevant payments necessary before they are admitted as Members of Project Cargo Alliance – PCA.

7.5 Upon successful receipt of the Application form and general terms, rules & conditions and the relevant payments, Members will be bound by these Rules and terms.

7.6 PCA have 3 ranges: GOLD: 1 exclusive partner per country, SILVER: 2 partners per country and BRONZE: 3 partners per country, with exception of big countries where more than 5 partners will be accepted.

8 Obligations of Members

8.1 PCA Members shall obey and abide by the general terms, conditions, agreements and strict PCA Rules.

8.2 PCA Members shall make payment towards the Membership Fee and PPP promptly each calendar year without delay when the member's annual renewal fees are due.

8.3 Members shall treat each Member with respect and dignity always with decent tone in your correspondence.

8.5 Members shall assist other Members with any queries they may have.

8.6 Members shall update to PCA HQ their contact details if there are any changes.

9. Membership ranges:

9.1 GOLD: EXCLUSIVE PCA PARTNER per country. → The annual GOLD membership per year is USD 900.

9.2. SILVER: ONLY 2 (two) PCA members per country. → The annual SILVER membership per year is USD 750.

9.3. BRONZE: 3 (three) PCA members per country with exception of big countries. → The annual BRONZE membership per year is USD 600.

10. Annual Membership Fee:

10.1 Members who joined PCA – PROJECT CARGO ALLIANCE now will enjoy FREE Membership fees up to 31 December 2015. For each subsequent year thereafter, the Membership Fees and PPP, however, shall be applicable to each member.

10.2. The annual membership fee is: GOLD: USD 900, SILVER: USD 750 and BRONZE: USD 600 per year.

10.3 However payment of "PPP - Payment Protection Plan" is USD 300 per year, this fee is compulsory to safeguard the interest and its Liabilities of PCA existing members.

10.4 A reminder to make payment of the Membership fee and PPP shall be sent by PCA team annually. Members are advised to make prompt payments when due.

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11.- PPP – Payment Protection Plan:

11.1 PCA Members will have a financial security plan which guarantees members payment for freight forwarding transaction between Members (hereinafter referred to as "PPP". this is for the exclusive use between PCA Members only. No coverage is provided for transactions which involve non-members of PCA – PROJECT CARGO ALLIANCE, the cost of PPP is USD 300 per member per year.

11.2 Members who find themselves in dispute(s) over non-payment by another Member may apply to PCA HQ for mediation.

11.3 Members are obliged to contribute to PPP annually. This contribution has to be made by all Members, including subsidiaries.

11.4 PPP is set up as a reserve for the Members to utilize in the event members encounter the non-payment with another Member. PPP serves as a form of compensation for the aggrieved party.

11.5 As Members, the minimum sum claimable under PPP shall be USD \$1000 up to a maximum sum of USD \$10,000. Trust Fund has a 'deductible' feature. A 'deductible' is the minimum claimable sum before a member can file a claim under PPP.

11.6. In order to start with this PPP system we need clear total fund of USD 30'000, that means contribution of 100 PCA partners (USD 300 X 100 = USD 30'000) in 1 one year, or for example 50 PCA in 2 two years. With less amount of USD 30'000 will not be possible to start the payment protection plan; exact amount will be constantly informed by PCA team via emails.

11.7 The monies held under PPP are limited to what is available for members to use. In the event, the monies held under PPP are fully utilized, and then there will be no further amount available for members. The ppp being the fund for members is limited to the amount available.

11.8 Members shall apply to PCA for mediation during which their matters will be heard by the PCA team to determine the outcome of the dispute. The PCA team in HQ will act independently and their decision on the outcome of the dispute is final.

11.9 In the event PCA is not able to resolve the dispute amicably between Members, the PCA team will use its discretion to either dispense with the mediation and/or suggest to the parties that they find an alternative method of resolution.

11.10 Members are to note that the intention of the PCA is to facilitate and provide an amicable and effective resolution between Members.

11.11 The resolution of the dispute between parties shall be dealt with in strict confidence and documents or any form of materials used during the course of the resolution shall be treated with strict confidentiality.

11.12 Mediation may be in electronic mails and letters. PCA may require parties to provide documents for review in relation to the mediation.

11.13 Credit terms between members is 30 days. If any invoice exceeds 60 days, please notify PCA immediately for further follow up on your behalf.

11.14 All claims made by Members must be filed within ninety (90) days from the date of invoice.

11.15 No claims shall be accepted by PCA if the invoice is less than sixty (60) days old.

11.16 All pay-out from "Payment Protection Plan" for disputed cases/claims will make known to all members and PCA team will notify all PCA partners via email.

11.17 PCA must have 100 members or equivalent in money: USD 30'000 in PPP system in order to accept the claims, with a less amount or less members inscribed and cooperating with PPP - Payment Protection Plan as USD 300 per year, PCA can't accept claims from the members, Total funds of all PPP will be always informed.

11.18 Members who don't renew the membership will be out of PCA and they cannot claim their pending payments.

11.19 PAYMENT PROTECTION PLAN funds are not repayable; this fund is not redeemable and serves for all PCA active members who are current on their annual memberships.

11.20 PAYMENT PROTECTION PLAN funds will increase every year due new PCA members, exact amount will be informed at right time for PCA team.

11.21 PCA team & PPP system will accept maximum of 5 claims per year or equivalent of: USD 30'000 so, for example if 6 claims are for USD 5'000 we only can accept 6 claims in this year (since 2016) and for next year in case of less amount of USD 30'000 we need to wait for contributions looking for total amount USD 30'000 in order to start again the payment protection plan.

11.22 Only 3 cases will be admitted per member per year or equivalent of USD 10'000 in total, so for example if you have a case per USD 6000 your next 2 cases per year just can be per USD 2000 forming in total USD 10'000 per year.

11.23 PCA Team will analyses all cases minutely in case of fraud we will report to all NETWORK ALLIANCES AROUND THE WORLD and around 25'000 agents.

11.24. PCA will be not available to accept any claim in 2015 year, because we must receive the PAYMENT PROTECTION PLAN funds in our account in order to proceed with PPP system, also in 2016 Payment Protection Plan will be available depending of members number, we need at least 100 (ten hundred PCA partners) that already paid USD 300 as trust fund, or for example 50 PCA members in 2

years, forming the total amount of USD 30'000 as PPP fund in year 2017.

11.25. PPP will cover pending payments between active PCA members, but PPP is not an insurance for goods damage, good lost, cargo damage or others similar damages between PCA members.

12. Termination of Membership

12.1 Without limiting the generality of any other clause in these Rules, PCA may terminate a Member from PCA or an Order, in whole or in part, immediately by notice in writing if.

12.2. The Member (including any branch or subsidiary of the Member) is in breach of any term of these rules, terms and conditions and such breach is not remedied within thirty (30) days of notification by PCA.

12.3 The Member becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration:

12.4 The Member, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;

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- 12.5 The Member ceases or threatens to cease conducting its business in the normal manner.
- 12.6 If notice is given to the Member pursuant to sub clause 1 above, PCA may, in addition to terminating the agreement;
- 12.7 Retain any moneys paid by the Member;
- 12.8 Be regarded as discharged from any further obligations; and
- 12.9 Any Member may terminate their membership by giving a 4 Weeks' notice (hereinafter referred to as "Termination Notice") to PCA in writing via letter or electronic mail. The Termination Notice shall be signed and dated.
- 12.10 An acknowledgement by PCA shall be issued to the Member within 4 week weeks of receipt of the Termination Notice. The name of the Member shall then be removed from the Register.
- 12.11 Resigning member will have to settle all outstanding Invoices owed to our existing Members, similarly any outstanding amount owed to the Resigning member have to be settled by PCA Members without any delay.
- 12.12 The Member may be terminated by the PCA team in the event that Membership Fees or Trust Fund contributions remain unsettled after five (5) reminders is sent to the Member.
- 12.13 Members who voluntarily withdraw, automatically terminated and/or terminated by PCA shall refrain from using PCA Logo (hereinafter referred to as "Logo").

13. Debts and Liabilities of Members of PCA - PROJECT CARGO ALLIANCE.

- 13.1 PCA – PROJECT CARGO ALLIANE shall not be liable for any debts and/or any liabilities that Members of PCA incur or accrue in the course of their business transactions with one another agent out of our network.
- 13.2 PCA – PROJECT CARGO ALLIANCE shall not be liable for any loss of profits that Members suffer or any special, incidental or consequential damages arising out of or in connection with or as a result of any business transaction with one another.
- 13.3 In no event shall PCA – PROJECT CARGO ALLIANCE be responsible in any form of compensation to Members from any claim or demand, which includes attorneys' fees or proceedings costs, which Members of PCA may seek for whatever reason.
- 13.4 Members acknowledge that to the extent that PCA has made any representations which may or may not have been otherwise expressly represented by PCA and/or as stated in these Rules and/or the Code, Members have been provided with an opportunity to verify the accuracy of these representations that Members obtained and/or utilized through PCA.

14. General Provisions & Notices

- 14.1. Any notice required to be given by either PCA or the Member shall be in writing and shall be served by sending, registered post or facsimile to PCA registered address as stated above or to the Member's address as registered with PCA
- 14.2 Any notice shall be deemed to have been served if sent through the post within 1 week after the time of dispatch and if sent by facsimile at the time of transmission and in proving service it shall be sufficient to prove that such facsimile was duly dispatched to a current telecopy number of the addressee for the said address of service.
- 14.3 The Code and these Rules shall be governed by the laws of the Republic of PERU.
- 14.4 In the event that the Code and these Rules contradict one another, these Rules shall prevail between them.
- 14.5 These Rules and Code shall be binding on all Members of PCA who have attested and declared their acknowledgement to abide by these Rules and Code at all times by signing on the Application Form as well as the general terms, rules & PCA conditions at the time of application as a Member of PCA.
- 14.6 The Rules and Code are non-exhaustive and are subject to change at regular intervals. PCA will serve notice of any change to the Rules and/or Code on Members via letters and/or electronic mails and/or bulletins on its website. Members are advised to regularly visit Project Cargo Alliance website www.projectcargoalliance.com to keep track of any changes to the said documents.

15. PCA is not covered by insurance.

- 15.1. Project Cargo Alliance – PCA is not covered by international insurance funds for the shipments, goods lost, and damage or for payment protection between members of our network for the first year of membership 2015.
- 15.2 Payment Protection Plan will be effective once 100 (TEN HUNDRED) PCA members pay this annual fee, forming: USD 30'000 as minimum PPP total fund (USD 300 x 100 = USD 30'000), this fund can be completed in 2016 or 2017, PCA team will inform accordingly.
- 15.3. Number of PCA members that contribute with PPP will be always informed by PCA team.

PROJECT CARGO ALLIANCE – HEADQUARTERS TEAM - LIMA - PERU

COMPANY NAME: _____ DATE: _____ DIRECTOR or CEO signature: _____