



**GLOBAL UNITED FORWARDERS - GUF - GENERAL AGREEMENT, RULES AND CONDITIONS.**

1. GUF - GLOBAL UNITED FORWARDERS launched in Lima - Peru in 2015 present the following AGREEMENT, RULES and CONDITIONS to all GUF PARTNERS worldwide.

1.1. GUF is a world network of International Freight Forwarders with standard services via air, ocean, inland and train transport.

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

2. Free Trial Membership till November 2016:

2.1 Free Membership will be given for the first year of network; in this case will be available till NOVEMBER 2016.

2.2 In this period the members don't have to pay anything, Membership Fee and Payment Protection Plan will not apply till 30.11.2015

2.3 Since we have not collected any PPS - Payment Protection System, any business transaction among members will not be protected by GUF on any liabilities or claims.

2.4 Since free membership will expire on 30 NOVEMBER 2015, members listed in GUF will be asked to pay Membership fee and PPP fee from 01.11.2016, and then as per Rules of GUF Network we will be able to cover your shipments transactions within members using PPS, (we need at least 100 active GUF partners in order to start PPS) for all terms & conditions kindly review point 10.

3. Marketing Package:

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

3.2. GUF members will receive optionally an email for example [yourcity/country@globalunitedforwarders.com](mailto:yourcity/country@globalunitedforwarders.com).

3.3. GUF partners will be enlisted in global websites of cargo agents and forwarders industry.

3.4. Our members will be enlisted in our website [www.globalunitedforwarders.com](http://www.globalunitedforwarders.com) with all necessary data per city / country.

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

4. Shipment Obligation:

4.1. GUF members must comply with minimum of 10 (TEN) standard shipments per year between all GUF partners in order to secure appropriate return of shipments for all GUF associates.

4.2. Less than 10 (TEN) standard shipments per year will exclude from GUF - GLOBAL UNITED FORWARDERS.

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

5. Operations and sales procedure between GUF 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 GUF 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) the 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: GUF 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 GUF - GLOBAL UNITED FORWARDERS members:

- 6.1 Members will be a part of an international freight forwarding network 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.globalunitedforwarders.com and also via official list in excel.
6.3 Members will have financial security which leads to peace of mind when doing business with fellow Members. GUF has set up PPS for members to utilize in the event of non-payment of Members invoices by another Member, look point 10 for all terms, rules and conditions.

6.4 Also the following:

- ✓ New business via ocean & air.
✓ Access to Members Area and official GUF partners list.
✓ Payment Protection System between our active GUF members.
✓ Marketing Package and use of GUF logo in emails signature, website, business cards, company presentations, trucks and more.
✓ Prestige of GUF world membership.
✓ Inclusion in World Maps and websites of forwarders & cargo agents.
✓ Access to Mailing List for quickly contacts worldwide.
✓ GUF Quote Request System.
✓ Annual Quality Control & exclusive GUF 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 GUF member:

- 7.1 GUF welcomes everyone. Members who already have membership(s) with other networks shall still qualify to be a Member of GUF.
7.2 The application form and all GUF 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 GUF.
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 GUF and to its Members.
7.4 Potential members shall make all the relevant payments necessary before they are admitted as Members of Global United Forwarders - GUF.
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 GUF only admit 3 partners per city/country with annual cost of USD 650 FEE PER YEAR.

8 Obligations of Members:

- 8.1 GUF Members shall obey and abide by the general terms, conditions, agreements and strict GUF Rules.
8.2 GUF Members shall make payment towards the Membership Fee and PPS 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 GUF HQ their contact details if there are any changes.

9. Annual Membership Fee:

- 9.1 Members who joined GUF - GLOBAL UNITED FORWARDERS now will enjoy FREE Membership fees up to 30 NOVEMBER 2016. For each subsequent year thereafter, the Membership Fees and PPS, however, shall be applicable to each member.
9.2. The annual membership fee is just USD 650 per year.
9.3 However payment of "PPS - Payment Protection System" is USD 300 per year, this fee is compulsory to safeguard the interest and its Liabilities of GUF existing members.
9.4 A reminder to make payment of the Membership fee and PPS shall be sent by GUF team annually. Members are advised to make prompt payments when due.

10.- PPS - Payment Protection System:

10.1 GUF Members will have a financial security plan which guarantees members payment for freight forwarding transaction between Members (hereinafter referred to as "PPS". this is for the exclusive use between GUF Members only. No coverage is provided for transactions which involve non-members of GUF - GLOBAL UNITED FORWARDERS, the cost of PPS is USD 300 per member per year.



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

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

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

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

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

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

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

10.9 In the event GUF is not able to resolve the dispute amicably between Members, GUF 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.

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

10.11 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.

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

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

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

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

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

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

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

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

10.20 PAYMENT PROTECTION SYSTEM funds will increase every year due new GUF members, exact amount will be informed at right time for the GUF team.

10.21 GUF team & PPS 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 these 6 claims in this year and for next year in case of less amount of USD 30'000 we need to wait for contributions looking for total minimum amount of USD 30'000 in order to start again the payment protection plan.

10.22 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 maximum of USD 10'000 per year.

10.23 GUF 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 worldwide.

10.24. GUF will be NOT available to accept any claim in 2016 year, because we must receive the PAYMENT PROTECTION SYSTEM funds in our account from all GUF members, in order to proceed with PPS system, also in 2017 Payment Protection System will be available depending of members number, we need at least 100 (ten hundred GUF partners) that already paid USD 300 as PPS, or for example 50 GUF members in 2 years, forming the total amount of USD 30'000 as PPS fund in year 2018.

10.25. PPS will cover pending payments between active GUF members, but PPS is not an insurance for goods damage, good lost, cargo damage or others similar damages between GUF members, PPS system only apply to PENDING FREIGHT INVOICES between GUF partners.

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11. Termination of Membership

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

11.2. 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 GUF.

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

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

COMPANY NAME: \_\_\_\_\_ DATE: \_\_\_\_\_ DIRECTOR or CEO signature: \_\_\_\_\_



- 11.5 The Member ceases or threatens to cease conducting its business in the normal manner.
- 11.6 If notice is given to the Member pursuant to sub clause 1 above, GUF may, in addition to terminating the agreement;
- 11.7 Retain any moneys paid by the Member;
- 11.8 Be regarded as discharged from any further obligations; and
- 11.9 Any Member may terminate their membership by giving a 4 Weeks' notice (hereinafter referred to as "Termination Notice") to GUF in writing via letter or electronic mail. The Termination Notice shall be signed and dated.
- 11.10 An acknowledgement by GUF 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.
- 11.11 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 GUF Members without any delay.
- 11.12 The Member may be terminated by the GUF team in the event that Membership Fees or PPS contributions remain unsettled after five (5) reminders is sent to the Member.
- 11.13 Members who voluntarily withdraw, automatically terminated and/or terminated by GUF shall refrain from using GUF Logo (hereinafter referred to as "Logo").

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12. Debts and Liabilities of Members of GUF - GLOBAL UNITED FORWARDERS.

- 12.1 GUF - GLOBAL UNITED FORWARDERS shall not be liable for any debts and/or any liabilities that Members of GUF incur or accrue in the course of their business transactions with one another agent out of our network.
- 12.2 GUF 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.
- 12.3 In no event shall GUF be responsible in any form of compensation to Members from any claim or demand, which includes attorneys' fees or proceedings costs, which Members of GUF may seek for whatever reason.
- 12.4 Members acknowledge that to the extent that GUF has made any representations which may or may not have been otherwise expressly represented by GUF 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 GUF.

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13. General Provisions & Notices.

- 13.1. Any notice required to be given by either GUF or the Member shall be in writing and shall be served by sending, registered post or facsimile to GUF registered address as stated above or to the Member's address as registered with GUF.
- 13.2 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 teletcopy number of the addressee for the said address of service.
- 13.3 The Code and these Rules shall be governed by the laws of the Republic of PERU.
- 13.4 In the event that the Code and these Rules contradict one another, these Rules shall prevail between them.
- 13.5 These Rules and Code shall be binding on all Members of GUF 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 & GUF conditions at the time of application as a Member of GUF.
- 13.6 The Rules and Code are non-exhaustive and are subject to change at regular intervals. GUF 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 GLOBAL UNITED FORWARDERS website [www.globalunitedforwarders.com](http://www.globalunitedforwarders.com) to keep track of any changes to the said documents.

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14. GUF is not covered by insurance.

- 14.1. GLOBAL UNITED FORWARDERS - GUF 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 till November 2016.
- 15.2 Payment Protection System will be effective once 100 (TEN HUNDRED) GUF members pay this annual fee, forming: USD 30'000 as minimum PPS total fund (USD 300 x 100 = USD 30'000), this fund can be completed in 2016 or 2017, GUF team will inform accordingly.
- 15.3. Number of GUF members that contribute with PPS will be always informed by GUF team.

**GLOBAL UNITED FORWARDERS - GUF - HEADQUARTERS TEAM - LIMA - PERU - SOUTH AMERICA**

**COMPANY NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **DIRECTOR or CEO signature:** \_\_\_\_\_