

Disclaimer:

Focal Shipping Services L.L.C. OR it's branches/ offices (FSS) provides ship agency services as "agent only". acts on behalf of shipping principals in an agent-only capacity. The shipping principal remains fully liable for the acts undertaken by "FSS" during the course of the agency work. "FSS" provides logistics services in accordance with its "Standard Terms and Conditions of the Freight Forwarders Association" in respective country.

This message (including any attachment) is intended solely for the addressee and is strictly confidential. If you are not the addressee, please do not read, print, retransmit, store or rely on its content. Please immediately and permanently delete this message after informing the sender of your erroneous receipt.

In the event that Focal Shipping Services LLC OR it's branches / offices ("the Company") agrees to extend credit, then the Customer agrees to be bound to the following terms and conditions governing payment:

1. Credit is extended to the Customer with respect to all goods and services provided, whether supplied at the request of the Customer or for and on behalf of the Customer at the discretion of the Company and with respect to all disbursements incurred by the Company in the performance of its mandate and shall include, without limitation of the generality of the meaning of disbursements, customs clearance (duties and taxes), provincial and federal goods and services taxes, freight and all transport charges, warehousing and storage charges, supply and construction of packing materials, fines incurred, administrative and commission charges paid, legal fees, port and terminal charges, and handling charges, including such charges and disbursements paid to corresponding freight forwarders. The amount of credit extended shall include all interest that may become due by the Customer.
2. All invoices issued by the Company shall be payable within the delay as agreed from the date of the invoice. Interest, calculated daily, is charged and payable on all overdue invoices, reckoned from the due date of each invoice, at an annual rate of 24% per year, up to the date of payment. The Company is under no obligation to forward statements of account following issuance of invoices
3. Payments made shall be applied by the Company in the following order: on all interest charges, if any, and then, invoices beginning with the earliest in date up to the most recent. The Company has a contractual lien on the Customer's property for any indebtedness related to the property under the Company's control and the Customer agrees that possession and custody of its property by a third party under contract to the Company shall constitute possession by the Company. Failure or omission by the Company to enforce performance of the obligations of the Customer shall not constitute a waiver or renunciation by the Company of any of its rights, including its right to publish its rights in accordance with the law.
4. i) Under no circumstances whatsoever shall the Company be under any obligation to extend any credit beyond the limit as agreed and the Customer agrees that any refusal by the Company to extend or reduce credit shall not constitute an act of bad faith.
ii) The Customer shall be responsible not to exceed the credit limit agreed to by the Company. In the event that the charges to the Customer for any service or disbursement for which the Company has committed itself to be performed for the Customer, causes or shall cause the credit limit to be exceeded, at any time, then in such event, these charges shall become due and be immediately payable by the Customer without further notice or delay.
iii) The Company shall be entitled at any time to revoke or to reduce the credit limit or to refuse to extend further credit, and in the event of any default to pay invoices within their due date, such failure by itself shall constitute a default under this agreement entitling the Company to demand payment in full of all outstanding indebtedness, including interest, and to refuse to extend further credit or to perform further services on a credit basis, the whole without any notice to the Customer.
iv) In the event that the Customer is not in default, the Customer agrees that the Company may revoke or amend the terms of credit by a notice of seven (7) days.
5. All business, if accepted by the Company from the Customer, shall be subject to the "Standard Terms and Conditions of the Freight Forwarders Association" in respective country and "Standard BIMCO Agency Agreement".
6. The Customer by acting on this Agreement, understands it and agrees to be bound by its terms and conditions. Further, the Customer agrees that it is the complete and exclusive statement of the Agreement between the Parties which supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of this Agreement. The Customer also agrees that no amendment can be made to this Agreement unless it is in writing signed by the Company.
7. Terms of this agreement and any ensuing or related agreements, shall be governed by and construed in accordance with English law, and shall be conducted in the English language