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Network Agency Agreement

**Terra Global Logistics USA**  
11767 South Dixie Hwy,  
Unit 451  
Pinecrest, FL, 33156 USA.  
Sales@TerraGlobalLogistics.com

and

**Network Agent**



**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**City/Country:** \_\_\_\_\_

**Tel/Fax:** \_\_\_\_\_

**Email / Web Site:** \_\_\_\_\_

**Initials** \_\_\_\_\_

## 1. Scope

This Agent Cooperation agreement is bounded between Terra Global Logistics and

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This agreement will be effective on the date signed by both Network Agents and until further notice. This Network Agency Agreement can be cancelled by either Network Agent, in writing.

## 2. Responsibility

Both Network Agents are to be the representative of each others in their respective Countries or Cities - to provide optimum service levels to customers, shippers & consignees and will not damage the image of the other Network Agent. Each Network Agent will protect the interest of each other.

Services to include:

- Airfreight
- Ocean Freight (FCL & LCL)
- Consolidations
- Customs Clearance
- Domestic Inland Freight
- Warehousing & Distribution
- Import & Export Documentation Requirements

It is agreed that the parties shall use their very best efforts to promote each other's business and both parties shall establish a mutual cooperation system in accordance with this agreement.

Both parties agree to maintain customer relations and services, as the means of obtaining and retaining profitable business for the parties subject to this agreement in accordance with sound business practice while meeting all obligations and legal commitments to customers.

- To provide booking confirmations to other Network Agent, shipper and consignee - with flight or sailing details, prior to freight departure.
- To provide arrival notice to other Network Agent, shipper and consignee
- To provide pre-alerts.
- To provide each other with sales leads and/or routing orders.
- To promote cargo sales for the other party.

Both Network Agents agree to receive cargo and/or documents from carrier upon freight arrival and sign for the receipt of the same. In the event of any shortage or damage incurred, to duly arrange any and all legal claim against carrier and to immediately notify the other Network Agent.

Both Network Agents agree to promptly inform the Notify Party and/or Consignee of freight arrival.

(v) To reply promptly to all tracers and communications either party may receive.

(vi) To hold the ultimate consignee responsible for all charges incurred at the break-bulk and / or at the destination point, related to customs clearance, delivery, storage and re-shipment, unless special written instructions are given by the "Sending Agent" with respect to specific shipments.

Initials \_\_\_\_\_

### 3. Cargo Release

The following will apply for freight release:

- a. Original Bills of Lading or Airway bill
- b. Bank/Wire Transfer
- c. Email or fax release instructions

NO other form can be used to entitle the freight release.

### 4. Commercial Security & Confidentiality

All commercial information, including bill of lading, airway bill, commercial invoice, packing list fax, e-mail - shall be strictly confidential between both Network Agents and will not be disclosed to a third party.

### 5. Profit-Split

For all mutual business between both Network Agents, profit sharing will be 50% - 50% for each Network Agent, on the freight only; the difference between the sell rate and the net/cost freight. Network Agent's local handling and documentation fees will not be considered in profit share.

### 6. Accounting Procedure

Invoices are due upon presentation. Invoices will be issued upon services rendered and due at time of presentation.

All charges must be converted to US Dollar and remittance is to be made in US Dollar.

It is Network Agent's sole discretion and responsibility to offer credit terms to clients. Any unpaid invoice for credit offered to client MUST NOT in any way delay payment to the other Network Agent.

### 7. Liability

Each Network Agent agrees to indemnify and hold each other harmless from any damage, delay or loss to shipments.

### 8. Cargo Claims

All claims shall apply as in accordance to the Warsaw Convention (IATA) and the ocean transport rules. Lost/damaged shipments through carrier's transaction shall be traced and investigated immediately. Submissions of official claim letter to carriers are mandatory.

### 9. Amendments

Amendment and /or changes to this agreement or its addendum(s) shall be in written form and agreed upon by both parties. Any unilateral amendments, and/or changes, and/or changes, and/or revisions will not be binding or considered as a part of this agreement.

**Initials** \_\_\_\_\_

The following Network Agents agree on above terms & conditions:

Terra Global Logistics  
11767 South Dixie Hwy  
Pinecrest, FL 33156

Authorized Signature x\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Network Agent

Company Name \_\_\_\_\_

Authorized Signature x\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

***TerraGlobal***  
***Logistics***