

Advanced Marine Logistics 365 Charter & Code of Conduct

1 DEFINITIONS

The name of the organisation is Advanced Marine Logistics 365 Network, hereinafter referred to as AML-365:

- a) Members – fully paid-up members of the group;
- b) AC – Annual Conference;
- c) Principals – founders and owners (Distinct Services (GS) Ltd)

2 AIMS AND OBJECTIVES

The objectives of the AML-365 are as follows:

- a) To recruit and represent international freight companies which satisfy the criteria determined by the AML-365 principals are outlined on the website, in particular with reference to capability to handle time sensitive shipments.
- b) To promote and develop business opportunities for the mutual benefit of the AML-365 members;
- c) To provide clients with efficient and effective services;
- d) To build a comprehensive and global multimodal network represented by actual offices in each city operated by the members.
- e) The Principals reserve the right to redefine agreed territories any time should they consider the member lacks commitment, or in the opinion of the Principals the network will be better served by having another member who have an operational office in that location.

3 MEMBERS COMPLIANCE RULES

- 3.1 The AML-365 will consist of fully paid up members who satisfy the membership criteria;
- 3.2 Members of the AML-365 must be privately owned companies, partnerships or corporations, involved in the freight forwarding industry;
- 3.3 Membership entitles each member to exclusive representation of the AML-365 within a city, location, state or an assigned area in which the member is resident and conducts business;
- 3.4 Members may only represent areas where the office is wholly owned or operated by them;
- 3.5 AML-365 members may not promote an office in any area where an AML-365 member already exists;
- 3.6 Upon joining, members must commit to adopting the AML-365 logo onto their stationery and promotional material, within a reasonable time;
- 3.7 All new members must attend the Annual Conference (AC) within the first year of joining. Failure to do so may result in expulsion;
- 3.8 Members may belong to other networks which do not operate on an exclusive representation basis, unless they are already members at the date of joining the AML-365.
- 3.9 A Members area of representation may be redefined at any time if considered beneficial by the Principals to the Group as a whole but primarily on the basis that they do not have an operational office already in the specific location in question (see also 2.e)

Advanced Marine Logistics 365 Charter & Code of Conduct

4 FEES

- 4.1 Annual and joining fees will be set by the Principals:
- 4.2 Annual Fee
An Annual Membership (or subscription) Fee, will cover one full year from month of payment, which is payable by each member on receipt of the respective invoice, unless otherwise agreed;
- 4.3 Non payment or late payment of the fees will result in an immediate cancellation of the membership, at the discretion of the Principals.

5 DISCIPLINARY PROCEDURES

An AML-365 member shall cease to be a member of the AML-365 if:

- a) The member gives notice of resignation in writing to the Principals or
- b) The member is expelled due to non-compliance with this charter or
- c) The Principals consider that the Member is not able to perform fully all the functions and operations required to satisfy other AML-365 members, or that they are not demonstrating the commitment required to meet members' needs;
- d) The Principals will advise the member of the decision in writing via mail, facsimile or email of a decision to expel. There will be no right of appeal;
- e) On expulsion of a member under these rules, all money paid to the AML-365 by the expelled member remains the property of AML-365.

6 ANNUAL CONFERENCE

- 6.1 An Annual Conference of AML-365 members must be held every year and this meeting is to be called the Annual Conference or Annual Meeting (AC/AM);
- 6.2 The Principals must decide the date and place as well as the duration of the AC;
- 6.3 The purpose of the Annual Conference will be to:
- a. discuss progress within the AML-365 towards achieving its objectives;
 - b. receive presentations from new members;
 - c. ensure members meet face to face in a structured meeting environment.
- 6.4 Each member must nominate at least one representative of executive level to attend the AC. Failure to attend an AC without a written explanation for reason of urgent necessity is considered an infringement of this AML-365 Charter and Code of Conduct and thus may be a reason for expulsion from the AML-365. Failure to attend two consecutive AC's may result in the automatic expulsion of the member concerned (subject to the discretion of the Principals). Failure to attend the first AC after joining may also result in expulsion;
- 6.5 The AC will be chaired by a member of the Principals.

7 LAW

In case of any legal dispute, the Laws of England will apply.

- 7.1 The Advanced Marine Logistics 365 Network is wholly owned by Distinct Services (GS) Ltd.

Advanced Marine Logistics 365 Charter & Code of Conduct

8 CODE OF CONDUCT

- 8.1 Members are to communicate efficiently and promptly within a maximum of 24 hours, irrespective whether this concerns operations, sales leads, financial matters, management decisions or any other business;
- 8.2 Members agree to exchange only net charges and rates to other members if and when they are asked to quote on traffic;
- 8.3 Members must mutually agree the rules for breakbulk fees and profit margins among themselves;
- 8.4 Payment terms must not exceed 30 days from the end of the monthly statement;
- 8.5 The Accounts Department from each member must send monthly statements to include the invoice number, invoice date and amount;
- 8.6 Members must offer all new traffic to other members within a period of twelve months upon becoming a member. Members are permitted to continue to handle "routed" traffic destined to, or originating from and generated by AML-365 members. The Executive may grant exclusions to this rule;
- 8.7 In case of dispute(s) between AML-365 members, each party must first make an all-out effort to resolve the dispute(s) among themselves. If no mutually acceptable decision can be reached, the AML-365 member or Applicant member may request assistance from the Executive;
- 8.8 Special instructions as set out in the Master (or house) Bill of Lading, Airway bill or any other written instructions must be followed strictly;
- 8.9 All members must service both air and sea freight, unless otherwise agreed depending on the level of members;
- 8.10 Airfreight charges should be prepaid on the Master Airway bill, unless the airline prints 'collect' charges at a lower mutually agreed rate;
- 8.11 Sea freight/ocean freight charges will always be prepaid wherever possible, unless mutually agreed in writing between the members;
- 8.12 Neither the AML-365 nor its Principals can be held responsible in case commercial and/or financial obligations are not met by AVL members;
- 8.13 AVL members should use the name and/or the logo of AML-365 on all printed matter/stationery, on all their buildings and vehicles, used by the member for the purpose of their business, or otherwise;
- 8.14 When a company ceases to be an AML-365 member, the company is no longer entitled to use the name of the AML-365 and/or the AML-365 logo and any reference to AML-365 thus has to be removed from printed matter/stationery, buildings/vehicles or otherwise. Failing to adhere to this proviso may result in legal proceedings against the company concerned;
- 8.15 Qualified sales leads should, where possible, be provided on a regular basis between members and contain full contact details and details of traffic in writing;
- 8.16 All members must have professional liability insurance, unless not possible;
- 8.17 When transferring money between companies, each member should keep their own bank charges;
- 8.18 Members will communicate with each other by one of the managed mail groups within the framework of Advanced Marine Logistics 365
- 8.19 Members will be given a unique password and username, this is confidential to the member and disclosure to a third party will trigger disciplinary procedures (Section 5)

9 PRINCIPALS

The AVL is wholly owned by Distinct Services (GS) Ltd and operates under UK law.