

YOUR COUNTRY:
YOUR CITY:
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) Airfreight : Ocean freight : OOG Warehousing : Inland freight : Customs Brokerage : Project cargo : Break Bulk : Oversize, Heavy lift, : Trailers, low bed, cranes : OOG, Flat racks, Open top : Ro/Ro - mafi : Lift rigging : Port operations : Isotank : Flexitank : NVOCC : Fiata : Iata : Others Licenses & certifications : if is yes please mention
Year of establishment of your company:
Member of: (mention your local association or others networks if any).
Total annual turnover in USD:
Number of full time employees:
Freight forwarding references: (mention 3 forwarders)
Branch Offices or subsidiaries:
Number of shipments handle by your company per month, without routed cargo or nominations:
Main countries of your business:
Date of BBFA incorporation:
Website:



BBFA | BREAK BULK & FREIGHT ALLIANCE - GENERAL TERMS & CONDITIONS

1. BBFA | BREAK BULK & FREIGHT ALLIANCE, launched in Lima – Peru in 2016 present the following GENERAL TERMS & CONDITIONS to all BBFA partners globally.

1.1. BBFA is a global network of professional & Independent Freight Forwarders specialist in project cargo via air, ocean and inland freight and all logistics sector.

1.2. Our major objective is foment new & constantly worldwide business in a secure atmosphere for all our BBFA members.

2. Free Trial Membership till 31 MARCH 2017:

2.1 Free Membership will be given for the first year of network; in this case will be available till 31 MARCH 2017.

2.2 In this period the members don't have to pay anything, Membership Fee and Payment Protection Plan will not apply till 31.03.2017.

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

2.4 Since free membership will expire on 31 MARCH 2017, members listed in BBFA will be asked to pay Membership fee and PPP fee from 31.03.2017, and then as per Rules of BBFA Network we will be able to cover your shipments transactions within members using PPP, (we need at least 100 active WCC partners in order to start PPP) for all terms & conditions kindly review point 10.

3. BBFA Marketing Package:

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

3.2. BBFA members will receive optionally an email for example yourcity/country@bbfreightalliance.com

3.3. BBFA partners will be enlisted in logistics & cargo global industry websites.

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

3.5. BBFA network will promote all members worldwide, looking for increase of business and shipments traffic as our major objective.

4. Shipment Obligation:

4.1. BBFA members must comply with minimum of 5 (five) project cargo shipments or 10 (ten) air or ocean standard shipments per year between all BBFA partners in order to secure appropriate return of shipments for all associates.

4.2. Less than 5 (five) projects shipments or 10 (TEN) air or ocean shipments per year will exclude from BBFA network.

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

5. Operations and sales procedure between BBFA 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 WCC 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: HPW 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 BBFA members:

- 6.1 Members will be a part of an international freight forwarding network that provides business opportunities through an integrated alliance, focused in project cargo & break bulk via air, ocean and inland freight globally.
- 6.2 Members will enjoy easy access to contact details of all BBFA Members by our Website www.bbfreightalliance.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. BBFA has set up PPP 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:

- I.- New break bulk and project cargo business, also new air & ocean standard shipments, routed cargo, import consignments, export nominations and more from the entire BBFA network to your good company, because you can enjoy EXCLUSIVITY in your country.
- II.- Marketing Package and use of BBFA logo in your emails signature, your website, business cards, company presentations, trucks and more.
- III.- Prestige of BBFA project world membership.
- IV.- Access to mailing list for quickly contacts worldwide.
- V.- Exclusive BBFA system that ensure constant traffic and shipments between our members.
- VI.- Total global coverage for your break bulk & project cargo via airfreight, ocean freight, inland, rail and more.
- VII.- New specialists agents, new professional partners & global friendship.
- VIII.- Access to BBFA AGM with the great advantage of one to one meetings.
- IX.- Our team always ready to support you with impartial recommendations, partner introductions, global cargo member news and more.
- X.- Immediate access to BBFA global partners in 5 continents.
- XI.- Low annual membership cost, in series 3 just USD 499 also 50% of discount, so your annual fee in second year will be just USD 249.50 really low membership fee for SERIES 3 category.
- XII.- Payment Protection Plan cover USD 10'000.00 per year between active BBFA partners with low cost of just USD 300 per year.
- XIII.- Recommendations & sales leads from our extensive others alliances around globe.
- XIV.- More customers, business development and increase of your cargo volume.

7 Admissions as a BBFA member:

- 7.1 BBFA welcomes everyone. Members who already have membership(s) with other networks shall still qualify to be a Member of BBFA.
- 7.2 The application form and all BBFA terms & conditions shall be read, understood and completed by potential members.
- 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 BBFA and to its Members.
- 7.4 Potential members shall make all the relevant payments necessary before they are admitted as Members of BBFA.
- 7.5 Upon successful receipt of the Application form and general terms & conditions and the relevant payments, Members will be bound by these Rules and terms.
- 7.6 BBFA admit maximum of 3 members per country (with exception of big countries) like CHINA, INDIA and USA.

8 Obligations of BBFA Members:

- 8.1 BBFA Members shall obey and abide by the general terms, conditions, agreements and strict BBFA Rules.
- 8.2 BBFA 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 BBFA Members shall assist other Members with any queries they may have in less than 24 hours in case of standard shipment and in case of project cargo request in maximum of 48 hours.
- 8.6 Members shall update to BBFA HQ their contact details if there are any changes, all changes must be send to email: bbfa@bbfreightalliance.com

9. Annual Membership Fee:

- 9.1 Members who joined BBFA now will enjoy FREE Membership fees up to 31 MARCH 2017. For each subsequent year thereafter, the Membership Fees and PPP, however, shall be applicable to each member.
- 9.2. The annual membership fee and categories as following:
 - **SERIES 1: USD 899 per year, EXCLUSIVE BBFA membership in your country.**
 - **SERIES 2: USD 699 per year, just 2 members per country.**
 - **SERIES 3: USD 499 per year, just 3 members per country, except big countries like CHINA, INDIA, USA, BRAZIL and others.**

Also, second year for all new BBFA members apply with 50% of discount.

- 9.3 However payment of "PPP - Payment Protection Plan" is just USD 300 per year, this fee is compulsory to safeguard the interest and its Liabilities of BBFA existing members.
- 9.4 A reminder to make payment of the Membership fee and PPP shall be sent by BBFA team annually. Members are advised to make prompt payments when due.

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10.-PPP – Payment Protection Plan:

10.1 BBFA 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 BBFA Members only. No coverage is provided for transactions which involve non-members of BBFA, the cost of PPP is USD 300 per member per year, covering USD 10’000 for pending invoices between active BBFA members per year.

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

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

10.4 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.

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

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

10.7 The monies held under BBFA 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.

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

10.9 In the event BBFA is not able to resolve the dispute amicably between Members, BBFA 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 BBFA 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, BBFA may require parties to provide documents for review in relation to the mediation.

10.13 Credit terms between BBFA members is 30 days. If any invoice exceeds 60 days, please notify BBFA 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 BBFA if the invoice is less than sixty (60) days old.

10.16 All pay-out from “Payment Protection Plan” PPP, for disputed cases/claims will make known to all members and BBFA team will notify all BBFA partners via email.

10.17 BBFA must have 100 members or equivalent in money: USD 30’000 in PPP funds 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, BBFA can’t accept claims from the members, Total funds of all PPP will be always informed via email to all BBFA members.

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

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

10.20 BBFA team & PPP will accept maximum of 3 claims per year or equivalent of: USD 30’000 so, for example if these 3 claims are for USD 10’000 we only can accept these 3 claims in this year (since April 2017) and for next year 2018 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.

10.21 Only 2 cases will be admitted per member per year or equivalent of USD 10’000 in total, so, for example if your first case is for USD 6’000 your second case per year just can be per USD 4000 forming in total maximum of USD 10’000 per year / per member.

10.22 PAYMENT PROTECTION PLAN funds will increase every year due new BBFA members, exact amount will be informed at right time for the BBFA team, so in the future is possible than BBFA alliance can accept more quantity of claims per year, and more cases per member, all will depends of total PPP funds in the BBFA bank account.

10.23 BBFA Team will analyses all cases minutely in case of fraud we will report to all NETWORK ALLIANCES AROUND THE WORLD and around 30’000 agents worldwide.

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

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

11. Termination of Membership

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

11.2. The Member (including any branch or subsidiary of 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 BBFA.

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- 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;
- 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, BBFA 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 WCC in writing via letter or electronic mail. The Termination Notice shall be signed and dated.
- 11.10 An acknowledgement by BBFA 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 BBFA Members without any delay.
- 11.12 The Member may be terminated by the BBFA team in the event that Membership Fees or PPP contributions remain unsettled after five (5) reminders is sent to the Member.
- 11.13 Members who voluntarily withdraw, automatically terminated and/or terminated by BBFA shall refrain from using BBFA Logo (hereinafter referred to as "Logo").

12. Debts and Liabilities of Members of BBFA:

- 12.1 BBFA shall not be liable for any debts and/or any liabilities that Members of BBFA incur or accrue in the course of their business transactions with one another agent out of our network.
- 12.2 BBFA 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 BBFA be responsible in any form of compensation to Members from any claim or demand, which includes attorneys' fees or proceedings costs, which Members of BBFA may seek for whatever reason.
- 12.4 Members acknowledge that to the extent that BBFA has made any representations which may or may not have been otherwise expressly represented by BBFA 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 BBFA.

13. General Provisions & Notices.

- 13.1. Any notice required to be given by either HPW or the Member shall be in writing and shall be served by sending, registered post or facsimile to BBFA registered address as stated above or to the Member's address as registered with BBFA.
- 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 telecopy 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 BBFA 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 & BBFA conditions at the time of application as a Member of BBFA.
- 13.6 The general terms & conditions are non-exhaustive and are subject to change at regular intervals. BBFA 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 WCC website www.bbfreightalliance.com to keep track of any changes to the said documents.

14. BBFA is not covered by insurance.

- 14.1. BREAK BULK & FREIGHT ALLIANCE, 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 31 March 2017.
- 14.2 Payment Protection Plan – PPP, will be effective once 100 (TEN HUNDRED) BBFA 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 2017 or 2018, BBFA team will inform accordingly.
- 14.3. Number of BBFA members that contribute with PPP will be always informed by BBFA HQ team.

BBFA | BREAK BULK & FREIGHT ALLIANCE TEAM - LIMA – PERU.

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