

YOUR COUNTRY:
YOUR CITY:
Company name : Address : Phone : Fax :
General Manager 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 : Inland freight : Warehousing : Customs Brokerage : Project cargo : Live animals : Dangerous goods DGR : Perishables : Pharma : Time sensitive : Exhibitions : Relocations : 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 AWS incorporation:
Website:

AIRFREIGHT WORLD SPECIALISTS NETWORK | AWS - GENERAL TERMS & CONDITIONS

1. AWS – AIRFREIGHT WORLD SPECIALIST, launched in Lima – Peru in 2016, present the following GENERAL TERMS & CONDITIONS to all AWS partners globally.

1.1. AWS is a global network of Independent Freight Forwarders specialist in AIRFREIGHT with all logistics sectors.

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

2. Free Trial Membership till 31 December 2016:

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 AWS network on any liabilities or claims.

2.4 Since free membership will expire on 31 MARCH 2017, members listed in AWS will be asked to pay Membership fee and PPP fee from 01.03.2017, and then as per Rules of AWS Network we will be able to cover your shipments transactions within members using PPP, (we need at least 100 active AWS partners in order to start PPP) for all terms & conditions kindly review point 10.

3. AWS Marketing Package:

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

3.2. AWS members will receive optionally an email for example yourcity/country@airfreight-world-specialists.com

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

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

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

4. Shipment Obligation:

4.1. AWS members must comply with minimum of 20 (TWENTY) airfreight shipments per year between all AWS partners in order to secure appropriate return of shipments for all AWS associates.

4.2. Less than 20 (TWENTY) air or ocean shipments per year will exclude from AWS network.

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

5. Operations and sales procedure between AWS 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 AWS 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.

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

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: AWS 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.

6. Benefits and Privileges of AWS members:

6.1 Members will be a part of an international freight forwarding network that provides business opportunities through an integrated alliance, focused in air, ocean and inland freight globally.

6.2 Members will enjoy easy access to contact details of all AWS Members by our Website www.airfreightworldspecialists.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. AWS 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:

- ✓ New business via ocean, air and inland shipments.
- ✓ Access to AWS members area and official AWS partners list.
- ✓ Payment Protection Plan (PPP) between our active AWS members. (Look point 10 below).
- ✓ Marketing Package and use of AWS logo in emails signature, website, business cards, company presentations, trucks and more.
- ✓ Prestige of AWS world membership.
- ✓ Inclusion in World Maps and websites of forwarders & cargo agents.
- ✓ Access to Mailing List for quickly AWS contacts worldwide.
- ✓ WCC Quote Request System.
- ✓ Annual Quality Control & exclusive AWS system that ensure traffic and shipments between our partners.
- ✓ Global coverage for project cargo shipments as a complete network,

7 Admissions as a AWS member:

7.1 AWS welcomes everyone. Members who already have membership(s) with other networks shall still qualify to be a Member of AWS.

7.2 The application form and all AWS 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 AWS and to its Members.

7.4 Potential members shall make all the relevant payments necessary before they are admitted as Members of AWS.

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 AWS admit maximum of 3 members per country (with exception of big countries) like CHINA, INDIA and USA.

8 Obligations of AWS Members:

8.1 AWS Members shall obey and abide by the general terms, conditions, agreements and strict AWS Rules.

8.2 AWS 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 AWS 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 AWS HQ their contact details if there are any changes, all changes must be send to email: aws@airfreight-world-specialists.com

9. Annual Membership Fee:

9.1 Members who joined AWS 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 is just USD 495 per year / per member.

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 AWS existing members.

9.4 A reminder to make payment of the Membership fee and PPP shall be sent by AWS team annually. Members are advised to make prompt payments when due.

10.-PPP – Payment Protection Plan:

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

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

10.3 Members are obliged to contribute to PPP 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 AWS HQ account, that means contribution of 100 AWS partners (USD 300 X 100 = USD 30'000) in 1 one year, or for example 50 AWS 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 AWS account will be constantly informed by AWS team via emails.

10.7 The monies held under AWS 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 AWS for mediation during which their matters will be heard by the AWS team to determine the outcome of the dispute. The AWS team in HQ will act independently and their decision on the outcome of the dispute is final.

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

10.13 Credit terms between AWS members is 30 days. If any invoice exceeds 60 days, please notify AWS 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 AWS 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 AWS team will notify all AWS partners via email.

10.17 AWS 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, AWS can't accept claims from the members, Total funds of all PPP will be always informed via email to all AWS members.

10.18 Members who don't renew the membership will be out of AWS 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 AWS active members who are current on their annual memberships.

10.20 AWS 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 January 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.

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

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 AWS members, exact amount will be informed at right time for the AWS team, so in the future is possible than AWS network can accept more quantity of claims per year, and more cases per member, all will depends of total PPP funds in the AWS bank account.

10.23 AWS 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. AWS will be NOT available to accept any claim in 2016 year, because we must receive the PAYMENT PROTECTION PLAN funds in our account from all AWS 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 WCC partners) that already paid USD 300 as PPP, or for example 50 AWS 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 AWS members, but PPP is not an insurance for goods damage, good lost, cargo damage or others similar damages between AWS members, PPP system only apply to PENDING FREIGHT INVOICES between AWS partners.

11. Termination of Membership.-

11.1 Without limiting the generality of any other clause in these Rules, AWS may terminate a Member from AWS 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 AWS.

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, AWS 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 AWS in writing via letter or electronic mail. The Termination Notice shall be signed and dated.

11.10 An acknowledgement by AWS 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 AWS Members without any delay.

11.12 The Member may be terminated by the AWS 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 AWS shall refrain from using AWS Logo (hereinafter referred to as "Logo").

12. Debts and Liabilities of Members of AWS:

12.1 AWS shall not be liable for any debts and/or any liabilities that Members of AWS incur or accrue in the course of their business transactions with one another agent out of our network.

12.2 AWS 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 AWS be responsible in any form of compensation to Members from any claim or demand, which includes attorneys' fees or proceedings costs, which Members of AWS may seek for whatever reason.

12.4 Members acknowledge that to the extent that AWS has made any representations which may or may not have been otherwise expressly represented by AWS 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 AWS.

13. General Provisions & Notices.

13.1. Any notice required to be given by either AWS or the Member shall be in writing and shall be served by sending, registered post or facsimile to AWS registered address as stated above or to the Member's address as registered with AWS.

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 AWS 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 & AWS conditions at the time of application as a Member of AWS.

13.6 The general terms & conditions are non-exhaustive and are subject to change at regular intervals. AWS 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.airfreight-world-specialists.com to keep track of any changes to the said documents.

14. AWS is not covered by insurance.

14.1. AIRFREIGHT WORLD SPECIALISTS – AWS, 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) AWS 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, AWS team will inform accordingly.

14.3. Number of AWS members that contribute with PPP will be always informed by AWS team.

AWS | AIRFREIGHT WORLD SPECIALISTS TEAM - LIMA – PERU.