

APPLICATION TO TRADE

Name of Company:

Address:

Telephone: Facsimile: Contact:

Certificate of Incorporation No:

Financial Structure:

Authorised Capital: Paid up Capital:

Name of Directors/Authorised Officers of the Company:

Name	Position	Authorised Signature
1.
2.
3.

Trade References: (Monthly Accounts)

1.
2.
3.

Bankers:

Accountant:

Solicitors:

Monthly Trade Estimate: \$

I/We certify as or on behalf of the applicant that the above information is true and correct and I/We declare that I/We have read and understood the provisions overleaf in this Application.

Signature of Applicant(s): Dated

Name(s) Printed:

Position(s):

FOR OFFICE USE ONLY

Credit Check:

Reviewed by:

Approved by: Date:

TRADE AGREEMENT

1. GENERAL

- The terms and conditions below shall apply to all services supplied by the Company,
- M.S.Intemational Customs & Forwarding Limited, shall supersede all oral and written proposals, negotiations, commitments and other communications between M.S.Intemational Customs & Forwarding Limited and the Customer.
- No officer, servant, employee, or agent of M.S. International Customs & Forwarding Limited has or deemed to have authority to make representation, warranty, or agreement contrary to these terms and conditions of credit that maybe granted..
- These credit terms and conditions shall not be deemed or construed to be modified in whole or in part, except by written amendment of the parties.

2. PAYMENTS AND INTEREST TERMS

- Unless otherwise specified in writing or in this document, the customer shall pay the company all amounts invoiced for services relating to transport and delivery of goods, cash against invoice.
- The customer shall not be entitled to withhold payment or to make any deductions from the price without the prior written consent of the company.
- M.S.Intemational Customs & Forwarding Limited reserves the right to charge an interest at the rate of 13.5% per annum calculated on a daily basis on any amount which the customer fails to pay when due. Such interest-will apply from the date the customer is required to pay in accordance to the term specified in this document, until the date payment is received by M.S.Intemational Customs & Forwarding Limited, but without prejudice to the Company's other rights or remedies.
- The customer shall pay to the company upon demand all recovery costs incurred by M.S.Intemational Customs & Forwarding Limited arising out of the customer's failure to pay any amount when due, including full legal costs, disbursements and collection costs such as but not limited to fees of external debt collection agencies.
- Notwithstanding anything contained in this agreement. The total purchase/service price shall become immediately due and payable and M.S.Intemational Customs & Forwarding Limited shall have the right to forthwith cancel this agreement, without prejudice to any of it's other rights, upon the occurrence of any of the following events.
 - (a) The customer is unable to pay debts as they fall due.
 - (b) The customer commits an act of bankruptcy or proceedings are taken for liquidation of the customers.
 - (c) The customer being a company goes into liquidation or receivership.
 - (d) The customer breaches any of the terms contained in this agreement.

3. M S INTERNATIONAL-RIGHTOF FREIGHT& CHARGES RECOVERY

The customer understands that M.S.Intemational Customs & Forwarding Limited as the Agent ,in accordance with the Carriage of Goods Act,

- (a) Has the right to sue for the recovery of freight and all recoverable expenses payable under a contract of carriage as well as to other actions for recovery of freight.
- (b) An action for the recovery of freight and expenses may, if the property in the goods has passed to the consignee and he is not the customer contracting party, be brought against, without exempting the contracting party's liabilities.
- (c) is entitled to an active and particular lien over the goods, giving notice of this claim to the customer or owner of the goods.
- (d) That if, within two months after the date on which the carrier services notice of this claim on the customer or owner of the goods, payment in full of all freight owing and recoverable expenses so far incurred has not been tendered to M.S.Intemational Customs & Forwarding Ltd, he shall be entitled to sell the goods by public auction.