GlobeTrans International

POLICY & PROCEDURES

MANUAL



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INTRODUCTION

The purpose of this manual is to outline the policies and procedures necessary to operate GlobeTrans International as a Non-Vessel Operating Common Carrier(NVOCC). It will help maintain a professional network of agents, a legal operation and it will answer day-to-day operating questions.

This manual, along with the GlobeTrans International Bylaws as part of the Joint Venture Agreement (JVA) of Global Logistics Associates (GLA) B.V., the Agency Agreement and the Ocean tariff (including Rules), on file with the U.S. Federal Maritime Commission, are important documents which every participant must abide by.

The manual is subject to change. Updates of the manual will be made from time to time in case GlobeTrans International deems it necessary.

The manual applies to cargo moving on a LCL and FCL basis, both export and import, and must be followed to insure uniform procedures and policies among all agents and partners.

We trust that this manual contains all information required, however in case any question remains or occurs, please do not hesitate to contact GlobeTrans International's executive office, as from this point referred to as GLA's HQ: EBC Elektroweg 11, Unit V36, 3051NB Rotterdam, The Netherlands, Tel: +31 (0) 10 4229370; Fax: +31 (0) 10 4229854; E-mail: maureen@glanetwork.com or info@glanetwork.com.

If you have any comments or suggestions for this manual, your input will be appreciated and will be considered by the Board of Directors.

TABLE OF CONTENTS

IMPORTANT INFORMATION……4
AGENT'S BUSINESS AND PERSONNEL INFORMATION…… 5
EXPORT & GENERAL INFORMATION…… 6
BILL OF LADING…… 13
IMPORT & GENERAL INFORMATION…….. 20
ADVERTISING AND PUBLIC RELATIONS…….. 23
JVA ARTICLES ABOUT GLOBETRANS INTERNATIONAL……..24
SERVICE CONTRACTS……25
CLAIMS AND CLAIMS PROCEDURE…… 26
GLOBETRANS INTERNATIONAL LOGO…… 29
BILS RECEIPT AND AGREEMENT LETTER…… 30

IMPORTANT INFORMATION

From the point of view of the Federal Maritime Commission (FMC), GlobeTrans International (GTI) is a non-licensed (foreign) NVOCC. Foreign NVOCC's are not eligible to get a license. But please do not let this confuse you: GTI is fully equipped to move shipments to and from the USA on the GlobeTrans International Bill of Lading.

U.S. Federal Maritime Commission Ocean Transportation Intermediary (OTI) organization number for GlobeTrans International is: 018279.

GlobeTrans International has a US$ 150,000 OTI Bond on file with the Federal Maritime Commission.
The Bond nr is 56925 and a copy has been included in the back of this manual.

GlobeTrans International's SCAC code on file with the National Motor Freight Traffic Association, Inc. is GBNS.

GlobeTrans International agents: All GLA members and the offices which are listed on the GLA website are agents of GlobeTrans International.

The address details of GlobeTrans International's headquarters:

GlobeTrans International
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The Netherlands
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Contact: Maureen Leeuwenburgh

AGENT'S BUSINESS AND PERSONNEL INFORMATION

The GLA website can be accessed through http://www.globallogisticsassociates.com/

Each agent is responsible for keeping the website of Global Logistics Associates (GLA) as updated as possible, with respect to his correct company name, address, telephone number, fax number, multiple contacts, e-mail addresses, Skype ID and website address under the section "Our offices".

Members are encouraged to display multiple contacts and emergency phone numbers on the page which has been reserved for them at the GLA website. In case a member has forgotten its login/password, it is possible to click on a special link in the page which will consequently send the login/password to e-mail addresses which are considered valid by the server.

In addition, GLA/GTI HQ should be informed of the person at each location that is responsible for the conduct of management, sales, operations and accounting. Members are also requested to notify GLA's HQ immediately in case they will relocate an office, change telephone numbers or replace/attract staff.

The GLA website's members only area, has a link under "Downloads" which enables members to download and print an up-to-date contact short list in Excel format, based on the details entered by all GLA members.

EXPORT & GENERAL INFORMATION

The following procedures should be followed for export. These rules should be followed by all agents/partners:

1. ON BOARD DATE

In case the customer is requesting a standard “ONBOARD” bill of lading you may release the said B/L, showing the date the customer requests, as long as you have been in possession of the cargo on or before the date being requested for on board. If the customer is requesting a “CLEAN ON BOARD VESSEL” or “SHIPPED ON BOARD” bill of lading under no circumstances can the date be any other than the actual departure date of the vessel. This also applies to any other kind of clean on board request, i.e.: truck, warehouse, rail, etc. Should the customer request a “RECEIVED FOR SHIPMENT” bill of lading, this can be issued as long as you are in possession of the cargo.

2. DAMAGED CARGO

In case you receive damaged cargo at your warehouse, you must advise the shipper of the damage and that notations will be placed on the bill of lading concerning the damage – unless the shipper decides to have the damaged cargo picked up and replaced.

This will insure that GlobeTrans International or their respective agents/partners will not be held liable for claims received from the consignee for damaged cargo.

3. HAZARDOUS CARGO

In order for an Agent to handle any hazardous cargo, at least one current employee must have recently completed and passed (within the last 3 years) a certified training program on the handling of hazardous materials for ocean transportation.

Customers that book hazardous cargo should be advised that acceptance of any hazardous material is ultimately up to the underlying carrier involved. They should be made aware that their cargo may not be accepted to certain destinations, or, if accepted may not be loaded on the vessel it was booked on, but may be rolled over to the next vessel due to the incompatibility with other cargo booked with the carrier.

It is the shipper’s responsibility to provide your office with a signed Hazardous Goods Declaration as well as a Materials Safety Data Sheet (M.S.D.S.) for all hazardous material being shipped. This is your responsibility and you should hold or refuse any cargo without proper documentation.

4. TRANSPORTATION COST AND PROFIT

To assure that the NVO operation is profitable for each agent, the information contained in the Transaction Sheet below should be calculated for each business transaction (note: the Transaction Sheet is not a required form, but a sample of the costs an Agent should calculate to do business).

Monthly, actual costs should be compared to plan costs to assure that the business remains profitable.

REVENUE BILLED:		Prepaid	Collect	**Total**
Ocean Revenue				
Origin Wharfage & Handling				
Destination Port Revenue				
CAF				
BAF				
TRC				
Rail				
Truck				
Total Revenue				
LINE HAUL COSTS:				
Ocean Freight				
U.S. Port Charges				
Destination Port Charges				
CAF				
BAF				
TRC				
Origin Rail				
Destination Rail				
Origin Truck				
Destination Truck				
Total Line Haul Costs				
Line Haul Margin				
OPERATING COSTS:				
Consolidation & Cartage				
Courier Costs				
Insurance				
Brokerage				
GlobeTrans International Assessment				
Deconsolidation Charge				
Agency				
Origin Transhipment				
Destination Transhipment				
Other				
Total Operating Costs				
Gross Margin				
Origin Profit Share				
Destination Profit Share				

5. ASSESMENTS & PROFITS

The following fee structure will apply per FCL container and per LCL Bill of Lading:

Fee Structure LCL Bill of Lading/FCL Container	**Euro (€)**
LCL Bill of Lading*	**4,00**
FCL per container	**6,00**
FMC Tariff filing via GLA website	**Free of charge**

This fee covers GTI's NVO Legal Liability Insurance through Roanoke, rate filing and tariff maintenance costs, U.S. Government US$ 150,000 OTI bond requirement and administrative costs. A revenue amount should be established at a level needed to pay overhead, out of pocket expense and produce a sufficient profit. Whatever the profit margin, it must be shared with another partner. Therefore, agreement must be reached , between Agents/partners prior to settling on the final through rate. The division of the profit between Agents is solely between the agents involved in the transaction.

6. FINALIZING TRANSACTION AND SHIPMENT ADVICE

A shipment Advice should be sent to the other partner prior to shipment outlining all details and who is responsible for payment and collection of money. (See sample Shipping Advice under the Document Procedure section). THIS IS IMPORTANT TO PREVENT DISPUTES ABOUT MONEY ON A LATER DATE.

Determining the price level and the profit split is the responsibility of the Agents involved in the transport move. GlobeTrans International is not a party to transaction details.

If underlying costs are too high to meet the known competition and produce a desired profit, then additional negotiation may be necessary with the underlying carriers. **Agents should contact the ocean committee, to see if the desired rate can be negotiated through one of the existing GTI contracts or request for a special bullet rate via the NCBFAA Shippers Association in order to maximize volume.**

7. REPORTING TO GLOBETRANS INTERNATIONAL

The Bill of Lading Internet System (BILS) described in the Bill of Lading section, eliminates the need to send to GLA HQ either GTI or Carrier Bills of Lading. **However, please note that each agent must keep on file all GTI Bills of Lading for a period of five (5) years in case the shipment involves the United States as the origin or destination. This is required in cases of rate investigations by the U.S. Regulatory Agencies.**

8. RATE FILING FOR U.S.A. TRAFFIC

All carriers moving cargo into or out of the United States must have a Tariff published and available for review on the Internet in accordance to the rules established by the U.S.A. Federal Maritime Commission (FMC). GlobeTrans International has filed its Tariff with the FMC. It is the responsibility of each individual Agent or partner to file rates. Important: Non-compliance with the FMC rules can lead to substantial penalties.

The GLA/GTI member which has accepted the order from his customer and determined the selling rate of the ocean freight for the GTI B/L, should be the one to verify that the rate is on file, prior to booking the shipment. Who actually files the rate is not important, but it is the responsibility of the (booking) agent who determined the selling rate to make sure that the rate is filed.

New rates or a decrease in an old rate should be filed a minimum of **two (2) days** prior to the physical receipt of the cargo at the warehouse of the inland agent or the intermodal

inland agent. If a rate is to be increased, it must be filed **at least thirty two (32) days** prior to the receipt of the cargo.

To file rates, go to the Member Services section of http://www.globallogisticsassociates.com/. The ID and Password will be changed from time to time, so please contact GLA HQ to obtain the current password.

Utilizing Internet and browser-based technologies, we have the ability to submit requests for tariff filings electronically. This has been part of Global Logistics Associates' decision years ago to use the Internet as a means of worldwide communication and interface between members. With such features as password security, context sensitive forms and input validation, your authorized employees can better submit and manage your rate filings on cargo into and out of the United States. It should be a paperless transaction.

a. accessibility
Any authorized employee with a PC, Internet access and browser software (HTML level 3.0 or higher) can access the Rate Filing System (RFS). For optimal results, we recommend a minimum configuration of 486/66mhz computer of higher with at least 16 megabytes of RAM, and a modem speed of 28.8 bps or higher. Most, if not all computers will comply with these requirements nowadays.

b. accessing rate request form
The company which has been charged with the responsibility to take care of the publishing and updating of GTI's tariff on file with the FMC is Lalandia Inc. GLA Members can easily submit requests for commodity changes through the website of Lalandia www.lalandia-usa.com by clicking on Tariff Login and then to select Global Logistics Associates from the dropdown list of organizations (then you can also see how many well known NVOCCs and VOCCs Lalandia takes care of).
Another, even easier way of accessing the Lalandia site, is to click on the link "file a rate", on the "members only area" of the GLA website. Members do not need a login and password to access the Lalandia site, but they do have to select their company's name on a special dropdown list once they have entered the site, so Lalandia will know who made the request.

Members who are not familiar with the filing of rates or who have a specific question can always contact GLA's HQ, Lalandia's helpdesk or Peter Soerensen at Lalandia. Contact details can be found on the Lalandia website.

Lalandia will review the RFS forms prior to adding them to the tariff and submitting them to US authorities. If an office sends in information that is not complete or has an error of some sort, Lalandia will contact the GTI contact which submitted the request and seek the correct information.

Since there are drop down boxes offering limited choices and automatic input validation, the chance for errors to occur has been reduced substantially.

c. respond to validation prompts
When a form has been completed and sent, the system will evaluate that appropriate values have been supplied for each of the required fields. When a blank or invalid entry has been encountered, the system will prompt the user to review and complete the appropriate field(s).

d. adding new rules
Please do not add any new rules by yourself. All proposed rule changes should come to GTI HQ who will discuss with GTI's Executive Group and with Lalandia.

Note: the Rate Filing System is only for individual rates and not for service contracts. Contract rates must be set out in legal contract form and signed by the President of GTI. Outstanding

contract rates will be e-mailed to you by the NCBFAASA. You should keep these well organized.

PLEASE ADVISE GTI HQ, IN CASE ANY QUESTIONS OR PROBLEMS APPEAR.

9. DESTINATION AGENT FOR U.S.A. TRAFFIC

As to the GLA foreign unlicensed NVOCC status, the FMC requires the GLA members to utilize a Licensed, U.S. Based, OTI (Ocean Transport Intermediaries) for receiving the goods in the U.S.
The law does not specifically state a NVOCC, wherefore some lawyers interpret the law also to include a licensed Freight Forwarder. **Important:** Whenever a GLA member ships cargo on a GTI Bill of Lading to the USA, they may only consign the shipment to a GLA member in The USA which is a licensed OTI (NVOCC or Freight Forwarder). For USA bound cargo on GTI paper, GLA members are not allowed to consign the cargo to a non-USA member without prior consent from GLA HQ. Almost every GLA member in The USA has the OTI license. You can also check with GLA HQ or the FMC's Website at www.fmc.gov where all legal OTIs are listed

10. BROKERAGE / FREIGHT FORWARDER COMPENSATION

Freight Forwarder Compensation between any point in the world and the U.S. is controlled by the terms of the GlobeTrans International tariff on file with the U.S. Government. Brokerage paid to forwarders on traffic not involving the U.S. can be negotiated in each case, however, it is suggested that it should be in the area of 2.5%.

11. CLAIMS

If you have a claim, please go to http://www.globallogisticsassociates.com/. Under Member Services, check Downloads and GTI claims procedure. You can also find this procedure from page 30 of this manual onwards.

12. GTI BILL OF LADING

When your company becomes a GTI Agent (as from 01-01-2005 this means once you have become a GLA member and you have paid your dues), you may download the back and the front of the GTI Bill of Lading from the GLA website (Member Services, Downloads) and print your own supply.

The only Bills of Lading that are considered valid by GTI are those that are registered through the BILS system (where a unique B/L number is assigned). That system is password-protected and restricted to paid-up current members of GTI.

Members are welcome to make any minor changes that they wish, as long as:

(1) the document looks substantially the same as the template; so do not remove the GlobeTrans International logo, and also do not use a Bill of Lading with a GLA logo on it instead of the GlobeTrans International Logo.
(2) there is no change at all to any of the legal clauses; and
(3) GTI HQ gets a copy of whatever gets printed in the end, so that it can be kept on file.

GTI Members are encouraged to fill the "Issuing Agent" box with their own logos and company information. GTI Members will also be supplied with photo ready GTI Logo in various sizes for use on documents and business cards.

On all correspondence dealing with GlobeTrans International, you should display GTI's OTI Number: 018279.

13. FINANCIAL INFORMATION

In Calculating costs, bear in mind the following GTI corporate charges:

1. There is a fee per FCL container and a fee per LCL Bill of Lading to cover administrative costs, US Bond requirements, tariff maintenance, Internet rate filing, certain shipper association expenses, legal liability insurance and other expenses.

It is the policy of GTI that invoices and statements received from steamship lines, truck lines, rail roads, and other vendors are paid within the terms outlined by that supplier's or vendor's tariff, billing document or by other agreement. All billing by GlobeTrans International is due in 30 days from date of billing.

13a. PAYMENTS BETWEEN GTI AGENTS

It is the policy of GTI that all invoices and statements received by an Agent from other GTI Agents be paid 30 days from the end of the month the transaction occurred, or as agreed to between the Agents involved in the transaction.

14. SALES LEADS

When sending a sales lead to your partner, please be sure to include as much information as possible, i.e. perspective customers full name and address, phone and fax numbers (if possible) commodity, the carrier presently used and the current ocean or intermodal rate. The more information you can supply, the better the chances are that your partner company will be able to locate and sell the perspective new customer. A sales lead format is on the following page for your guidance.

Please allow at least five (5) working days for your associate to make contact before you send a second request. If a faster response is needed to get the business, please make sure you so state.

When you receive a sales lead, securing the business should get top priority! If you are not able to contact the perspective new customer within five (5) working days, a message should be sent back to the office that sent the lead advising them that you are "checking and will revert ASAP". Keep the sending office and GlobeTrans International updated on your progress.

SALES LEAD

A. Sample Information That Should Be Included

1. Date of Call_____Visit_____Phone Call_____
2. Consignee_____
3. Contact Person_____
4. Address_____
5. Telephone No._____Fax_____
6. E-mail address_____
7. Shipper_____
8. Contact Person_____Position_____
9. Address_____
10. Telephone No._____Fax._____
11. E-mail address_____
12. Port of Origin_____Port of Loading_____
13. Port of Discharge_____Final Destination_____
14. Commodities_____Est Annual Volume_____
15. Term of Sale: FOB_____CFR/CIP_____Current freight rate____
16. Current carriers/Freight Forwarders_____
17. Remarks:_____
18. Prepared by_____Date___

19.

B. Filled in by Destination Associate

19. Date of call_____Visit_____Phone call_____
20. Actual Person ctc at Consignee_____
21. Countries buying from and Shipper details:_____

Country	Rate Offered	Carrier	Shpr Name Addr/Ph.	Shipper Contact Person

15. ROUTING ORDER

When a customer notifies you that he has a shipment he wishes to have imported, you must send your shipping partner a routing order to insure that the cargo is exported as soon as possible and that it moves via your route. A routing order, to be signed by/or on behalf of the customer, is attached on the following page for your guidance. It is for shipment with GlobeTrans International.

ROUTING ORDER

Date:_____

To:_____ From:_____

The following has been secured, please contact for shipment.

Shipper Name:_____

Address/City:_____

Phone Number:_____Contact: _____

Order Number:_____

Consignee Name:_____

Commodity:_____Rate:_____

Shipping From/To:_____

The following page is reserved for remarks and special instructions.

If you need further information, please do not hesitate to contact us.

Respectfully yours, Customer's Signature,

_____ _____

GlobeTrans International

BILL OF LADING

All shipments on GTI Bills of Lading must be recorded in GTI's Bill of Lading Internet System (BILS). A Bill of Lading number will be supplied by BILS. Any use of GTI Bills of Lading without this assigned Bill of Lading number is not an authorized GTI shipment. GTI will take no responsibility for that shipment and Insurance will not apply to it. All bills of lading, logos, business cards, stationery, etc. are for GTI Agents only. Any unauthorized use of these items will be subject to legal action. When an Agent terminates his relationship with GTI, the outstanding supply of bills of lading must either be returned to GTI or destroyed.

1. PREPARING THE B/L

After your customer has tendered to you instructions for his bill of lading, follow the instructions carefully making sure you include the following on the bill of lading (The letters in front of each item, direct you to their position on the B/L, further on page 17 of this manual.)

A. **SHIPPER** – **This must be on the B/L**, even if co-load cargo.
B. **CONSIGNEE** – **This must be on the B/L**, even if "To Order"
C. **NOTIFY** – This is not required, if not submitted by shipper, show "Same as Above" in the notify box.
D. **CONTAINER NUMBER** - **This must be on the B/L**
E. **BILL OF LADING NUMBER** – **The B/L number must be obtained from GTI's Internet Location**. See Internet Bill of Lading Numbering System (BILS) under point two (2).

This B/L number must be used or the GlobeTrans International Bill of Lading is not valid.

F. **FORWARDER/ISSUING AGENT** **This is a must if a freight forwarder is involved**.
G. **EXPORT REFERENCE** – Reference number/alfa provided by the Shipper or Forwarder. This is a voluntary box.
H. **PRE-CARRIAGE BY** – Show the name of the inland carrier (rail, water, truck, air)
I. **PLACE OF RECEIPT BY PRE-CARRIER** – The place where the cargo has been physically received. For example, if the cargo has been received in Barcelona, but the cargo will physically leave ex the port of Rotterdam, show Barcelona in this box and Rotterdam in the port of Loading box. If Applicable.
J. **VESSEL** – The actual vessel the cargo will be shipped on. **This must be filled in.**
K. **PORT OF LOADING** – The physical port the cargo will depart from. **This must be filled in**.
L. **FOREIGN PORT OF UNLOADING** – The physical port the cargo will be unloaded from the ship. **This must be filled in**.
M. **PLACE OF DELIVERY BY ON-CARRIER** – The final inland destination (if requested by the customer for on-carriage inland).
N. **DESTINATION AGENT** – This is the box for the GlobeTrans International receiving agent's name, address and phone number for the consignee to contact for pick up of his cargo. **This must be filled in.**

Note: The loading Pier/Terminal, Co-Load With and Containerized (yes/no) sections have been removed since they are no longer required. However, it is required that somewhere on this side of the B/L (in normal sized type) you state the name of the underlying carrier or who you have co-loaded with.

O. **MARKS / NUMBERS** – The customer should provide Marks and numbers to you. If not, you may be able to obtain this information from your receiving station. Try to put as much information as possible in this column. Accurate information will help to identify the cargo on the receiving end. **This is a must column (do not show "As Addressed" – Complete this with the name and address).**
P. **NR. OF PACKAGES** – The actual NUMBER of packages being shipped. **This must be filled in.**
Q. **DESCRIPTION OF PACKAGES & GOODS** –In this column please describe how the cargo is being shipped, i.e., in drums, skids, cartons, etc., the description "Pieces" is **NOT** acceptable. Following the description of the packing must be the term, "said to contain", followed by the actual commodity.
R. **GROSS WEIGHT** – The actual gross weight of the cargo including the packing material. **This is a must, in kilos.**
S. **MEASUREMENT** – The actual measurement of the cargo including the packing material. **This is a must, in cubic meters.**
T. **PLACE/DATE** – To be filled in by the agent/partner releasing the bill of lading. Only the three (3) originals are to be signed. **This is a must**.
U. **FREIGHT AND CHARGES** – All freight charges must be shown in this box, including ocean freight, currency adjustment factors, bunker surcharges, war risk, pre-carriage, on carriage, advance charges, collection fee, (all if applicable), etc. Show all charges in the proper column Prepaid or Collect. If the customer is requesting Non-Freighted bills of lading this can be done (see below for further information). When issuing a GlobeTrans International B/L to Agents, the term "FREIGHT TO BE PREPAID" is to be placed on the B/L.

As a standard guideline each customer should get six (6) non-negotiable and three (3) Original bills of lading along with two (2) invoices for freight (if the freight is Prepaid). All bills of lading should be "Freighted" unless otherwise requested, then only freight the invoice copies. If the customer is requesting Non-Freighted B/L's and the terms are Freight Collect, provide the customer with two (2) freighted copies for their reference.

If the customer requests more or less than six (6) non-negotiable copies, this can be done. If the customer is requesting to have "Express bills of lading" (no originals required), this can also be done. Put on the B/L that it is an "Express Bill" and that there are "No Originals".

Please find the basic format of the GlobeTrans International Bill of Lading on the next page ⇨

GlobeTrans International

BILL OF LADING

FOR COMBINED TRANSPORT AND
PORT TO PORT SHIPMENT
NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"

EXPORTER / SHIPPER
A

CONTAINER NUMBER
D

BILL OF LADIING NUMBER
E

EXPORT REFERENCES

CONSIGNED TO
B

ISSUING AGENT
F

NOTIFY PARTY / INTERMEDIATE CONSIGNEE
C

* PRE-CARRIAGE BY
H

* PLACE OF RECEIPT BY PRE-CARRIER
I

DESTINATION AGENT
N

VESSEL
J

PORT OF LOADING / EXPORT
K

FOREIGN PORT OF UNLOADING
L

* PLACE OF DELIVERY BY ON-CARRIER
M

CARRIER'S RECEIPT

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
O	P	Q	R	S

* APPLICABLE ONLY WHEN DOCUMENT USED AS A COMBINED TRANSPORT BILL OF LADING

DECLARED VALUE (For AD VALOREM purposes only)

Received in apparent good order and condition, unless otherwise indicated herein, from the Shipper named in this Bill of Lading for carriage, inter alia, as the case may be, on board of the ocean vessel named herein or substitute, the goods or packages of merchandise stated to be marked, numbered and described (weight, measure, brand, contents, quantity, quality and value unknown) to be conveyed via any port or ports and as otherwise provided herein and delivered to the order of or the Consignee named herein, at the port of discharge named (or as near thereto as she may safely get).

In accepting this Bill of Lading the Shipper, Consignee and the Owner of the goods, and the holder of this Bill of Lading, agree to be bound by all its conditions, exceptions and provisions, whether printed, stamped or written, or otherwise incorporated either on the front or on the reverse side hereof.

One original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery order.

IN WITNESS whereof _____ Bill(s) of Lading, all of this tenor and date have been signed, one of which being accomplished, the others to stand void.

GlobeTrans International

T
BY _____ _____
AGENT FOR THE CARRIER DATED

FREIGHT AND CHARGES

DESCRIPTION OF CHARGE	RATE	PREPAID	COLLECT
U			
TOTAL PREPAID			
TOTAL COLLECT			

2. B/L NUMBERING SYSTEM (GlobeTrans International Bill of Lading Only)

GTI keeps a record of its business on the Internet. This Internet system serves four purposes:

1. Establish a log of all GTI worldwide business.

2. Assigns a Bill of Lading number for each GTI Bill of Lading. In case this number is not printed on the B/L at the time it is issued, then it is not an authorized GTI shipment.

3. It records the underlying carriers bill of lading number.

4. It records any carrier contract number that applies to the bill of lading shipment.

To use this system, named BILS (Bill of lading Internet Log System), the instructions on the next page should be followed.

Important Notes

BILS is located at the following website: http://www.globallogisticsassociates.com/ under the Members Area.

B/L and/or Registration Number – This assigned twelve-digit number is broken down as follows:
First 4 alpha digits represent the GTI SCAC (Standard Carrier Agent Codes).
Next 3 numeric digits represent your GTI agent code.
Next 4 numeric digits represent the sequential number of B/L's issued worldwide.
Last number digit represents the year. (8 = 2008)

Receipt and Agreement Letter – Every agent must sign and submit to GLA headquarters a Receipt and Agreement Letter stating that you understand and will use BILS for ALL shipments. You can find this letter on page 29 of this manual.

BILS
(Bill of Lading Internet Log-In System)

PROCEDURES FOR INPUT

- **Go to the GLA website http://www.globallogisticsassociates.com/**
- **Enter Members' Login and Password on the GLA website (See Note 1 below)**
- **Go to the section Links & Downloads**
- **Click on LOGIN INTO BILS on the right side of the screen**
- **Enter Members' Login and Password (See Note 1 below)**
- **Click *Add GTI/B/L* for new B/L input**
- **Enter *Master B/L Number***
- **Enter *Master B/L Date***
- **Enter *Originating Agent***
- **Select the appropriate *Load Country***
- **Select the appropriate *Load Port***
- **Select the appropriate *Discharge country***
- **Select appropriate *Discharge Port***
- **FCL: Enter the *Number of 20' Ctrs* and/or *Number of 40' Ctrs* and the total *KGS***
- **LCL: Enter the *KGS* and *Cubic Meters***
- **Click Submit if correct.**
- **In the Overview of your GTI Bills of Lading you are able to view, edit or delete entered shipments.**

Note 1.If you do not know your company's login or password, contact GLA Headquarters.

Note 2. If you are shipping one container on an FCL ocean B/L, for which you have to issue two or more different GlobeTrans Bs/L (because there are two different shippers involved for example), you should choose the LCL option when you create both numbers in BILS and enter kgs and cubic meters for each part load.

3. MANIFEST

After the Bills of Lading have been finalized and released to the customer, the next thing to be done is to fill in a manifest. This manifest is self-explanatory and is to be filled out for each individual container shipment for each individual destination

For GlobeTrans International cargo (on GlobeTrans International Bills of Lading) the manifest must be GlobeTrans International, with the GlobeTrans International name on it.

Under normal circumstances you should be able to fit at least three (3) Bills of Lading on each page of the manifest.

If you have sent cargo to another port for network consolidation export, it is your responsibility to ensure that the port you have sent the cargo to, receives a copy of each bill of lading by the second day after the vessel's departure. Sending the Bill of Lading via fax will suffice.

4. STEAMSHIP LINE DOCUMENTATION

Steamship Line or Co-Load Master Bill of Lading

After all GlobeTrans International (House) Bills of Lading are released and the manifest has been completed you must submit to the steamship line or co-loader a transparent "Master" bill of lading or proper Bill of Lading instructions. Include a copy of the manifest for each destination being shipped to.

The instructions for completing the "Master" Bill of lading that you must present to the steamship carrier is the same as shown in the previous section entitled BILL OF LADING. The difference is that on the steamship line Master B/L, the **Shipper** will be: **(Your Company Name), As Agent For GlobeTrans International.**
You could show as **Consignee** your **Destination Agent's Name**. Do not show the real shipper and consignee that you recorded on the GlobeTrans International "House" bill of Lading. The same procedure should be used when co-loading with another NVOCC.

5. DOCUMENT PROCEDURES

As soon as the ship sails you must send a **Pre-Shipment Advice** (For the proper GlobeTrans International see next page) by Fax to the receiving Agent advising them on the number of containers, container number, vessel name, E.T.S. and E.T.A. If a transhipment or relay is necessary to reach the final destination, provide relay vessel/voyage information, if known. This will insure the destination Agent is notified well in advance of the coming cargo so they can be on the look out for documents.

After you have received your Steamship line/Co-loaders bill of lading back, the distribution to the receiving port can begin.

You must send to the receiving port two (2) Non-negotiable copies of each GlobeTrans International House Bill of Lading along with original and two (2) Non-negotiable copies of the Steamship line or Co-loader's Bill of Lading. **This should be done immediately – via express courier.**

A letter of transmittal should be sent with each set of documents to the receiving destination.

It is imperative that documents be sent to the receiving destination within five (5) days after vessel's departure. This is required so that the receiving destination can send out their notifications of arrival to the consignees. This needs to be done as far in advance of the vessel's arrival as possible.

As a standard rule the receiving station should be in receipt of all necessary documents AT LEAST one (1) week before the vessel's arrival.

If the container contains hazardous cargo it is imperative that you supply the receiving destination proper classification of the hazardous cargo. For further information please refer back to the CLAIMS section.

SAMPLE: GTI Pre-Shipment Advice

Date:_____ Our Reference:_____

To:_____

From:_____

Attached are the following documents:

GlobeTrans International (House) Bill of Lading
Master Ocean Bill of Lading
GlobeTrans International , Manifest
Our Invoice showing all collect charges

ADDITIONAL DOCUMENTS ATTACHED ARE:_____

Master Ocean Bill of Lading #_____ GTI House Bill of Lading #_____

VESSEL/VOYAGE :_____

CONSIGNEE – CONTACT :_____

NOTIFY PARTY :_____

CARGO TO BE CLEARED THROUGH CUSTOMS BY :_____

TOTAL DUE US:_____

PROFIT/COMMISSION DUE YOU:_____

TOTAL OCEAN FREIGHT PAID BY SHIPPER:_____

Instead of sending sample pre-advice with totals due the shipping agent, freight to be paid to the carrier, profit & commission etcetera, GLA members also have the possibility to supply an invoice to the agent (debit or credit note) and a profit & loss statement outlining charges to be collected and/or paid along with the BL copies, noting whether an OHBL be collected or not, after the vessel has sailed and the Steam Ship Line has returned the MBL. Most of the time, commercial invoices & packing lists & other required documentation is included for proper document transfer or early clearance procedures in the POD. If this information is sent prior to the vessel arriving in the POD (and as soon as possible after vessel sails from POL), then the receiving agent knows
1) How much to collect from the consignee, if any. 2) Has all the information required to do an arrival notice and set up payment to the carrier, if necessary, before problem with free time are upon them.

Only providing this information in a pre-advice prior may cause some confusion. Pre-advices are not often sent. Unless agents working together have previously agreed to profit/commissions, most P & L's are done after all charges paid (or to be paid) are known, which is after the vessel sails and the MBL has

been returned. It is important for as much information (this includes documentation), and certainly amounts to be collected, be sent/received at one time.

IMPORT & GENERAL INFORMATION

1. RECEIVING DOCUMENTS

When you receive documents from the sending Agent, you must prepare your documents for Customs presentation, and arrange for the consolidation container to be moved to your (bonded) warehouse for stripping. The documentary rules for clearing Customs will vary in each country. For correct presentation of documents in your country, it is best that you contact the local Customs office so they can advise you in advance about documents and procedures they will require.

2. IN-HOUSE PROCEDURES

The first step is to make copies of each freighted Bill of Lading for accounting (if accounting copies have not already been provided by the sending agent) and attach the manifest, separating each container into sets. Accounting copies should be given to your accounting department so they may process the bill and forward to the respective GlobeTrans International Agent or partner as fast as possible.

3. ARRIVAL NOTICES

The second step is to prepare the invoice and arrival notices to the consignee. This should be done by typing an arrival notice showing all charges for import including your local charges, i.e., TRC, wharfage, documentation fee, handling, etc., if applicable. Also show the ETA of the ship, the location of the goods, where to submit payment and when free time is up. Arrival notices must at all times be issued on GlobeTrans International stationary showing the GlobeTrans International logo. On the next page you will find an example of an arrival notice.

4. FREE TIME

Free Time is three (3) working days after stripping of the container. After the 3rd day, the storage charges will start. Storage will vary depending on the size of the shipment and whether or not the shipment is hazardous. Charges for “normal”, non-hazardous cargo should be around Us$ 5.00 w/m per day up to 10 working days. After the 10th day the charges should start to increase to around US$ 7.50 w/m per day up to 10 working days. Then it should go up to US$ 10.00 w/m per day, thereafter. These charges are only a suggestion and should be negotiated between each individual office and their warehouse.

5. STORAGE CHARGES

You cannot charge the consignee storage charges if he has made presentation to Customs to clear his cargo, and the third day has passed. However, it will be up to the consignee or his broker to provide you with a copy of his formal presentation to Customs. If he cannot provide this, then you can charge storage.

GLOBE TRANS	**GlobeTrans International**	**ARRIVAL NOTICE /INVOICE**

EXPORTER / SHIPPER CONSIGNED TO	REFERENCE NUMBER	BILL OF LADIING NUMBER
	AMS BILL OF LADING: MASTER BILL OF LADING:	
NOTIFY PARTY / INTERMEDIATE CONSIGNEE	VESSEL ETD: VESSEL ETA: FINAL DESTINATION ETA LFD DEST: FREIGHT LOCATION: TEI NO: FIRMS CODE:	

* PRE-CARRIAGE BY	* PLACE OF RECEIPT BY PRE-CARRIER	DESTINATION AGENT:
VESSEL	PORT OF LOADING / EXPORT	
FOREIGN PORT OF UNLOADING	* PLACE OF DELIVERY BY ON-CARRIER	EMAIL:

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		☐ ORIGINAL BILL OF LADING REQUIRED ☐ EXPRESS RELEASE ☐ FCL / LCL ☐ CFS/CFS		

1- PLEASE SEND COMPANY CHECK OR CASHIERS CHECK PAYABLE TO:

2-FREIGHT WILL ONLY BE RELEASED UPON RECEIPT OF ALL CHARGES,
PROPERLY ENDORSED ORIGINAL BILL OF LADING AND REQUEST,UNLESS OTHERWISE SPECIFIED.
3-FREIGHT RELEASE AND CUSTOMS CLEARANCE IS REQUIRED 48 HOURS PRIOR TO EXPIRATION OF FREE TIME IN ORDER TO AVOID DEMURRAGE/STORAGE FEES INCURRING.
4-NOTIFY YOUR CISTOMS BROKER FOR CUSTOMS CLEARANCE. IT IS YOUR RESPONSIBILITY TO FILE ENTRY WITH U.S. CUSTOMS AND BORDER PROTECTION.
5-PLEASE CONFIRM AVAILABILITY AND CHARGES WITH THE FREIGHT LOCATION AND ARRANGE TO PICK UP A.S.A.P.
" " ACTS ONLY AS THE AGENT TO ISSUE ARRIVAL NOTICE..

FREIGHT AND CHARGES			
DESCRIPTION OF CHARGE	RATE	PREPAID	COLLECT
TOTAL PREPAID			
TOTAL COLLECT			

6. RELEASING CARGO

Cargo cannot be released until you have received all charges due (including storage charges if applicable), a copy of the Customs clearance and the original Bill of Lading endorsed on the front either by the consignee or by his clearing agent who has power of attorney on his behalf.

As stipulated, the original Bill of Lading should be endorsed either by the consignee or by the clearing agent with power of attorney on his behalf. Normally this will not apply to shipment under “Express Bill of Lading”. However, from what is understood, if the Bill of Lading is made out with named consignee, imperatively it will not be subject to transfer or negotiation, cargo will then be released directly to the named consignee without original Bill of Lading as long as the named consignee is able to prove its identity. However, in some other parts of the world, shipping lines still demand a copy of the original Bill of Lading from the named consignee before cargo release. This is also applicable to the local customs and laws of the country.

7. NO CONTACT FROM CONSIGNEE

Before storage charges start to incur, you must make every effort to make contact with the consignee in case you have not been contacted by him (either verbally or by Fax) to inform him that storage charges will begin if he does not attend to his cargo. If you cannot get in touch with the consignee, you must send a Fax to the sending agent advising them that you have exhausted all efforts on your end to get in contact with the consignee. The majority of times the sending agent can contact the shipper, who in turn will have the consignee get in touch with you.

8. CLOSING THE SHIP FILE

After all the cargo has been properly released, make sure you attach a copy of the Customs clearance, the original Bill of Lading, endorsed, as well as a copy of the check (or any other form of payment) to each corresponding Bill of Lading for your file.

9. CUSTOMS SEIZURE

Rules will vary per country on how long cargo can sit before Customs will take possession of the cargo. Contact your local Customs office for further details.

ADVERTISING AND PUBLIC RELATIONS

Each GlobeTrans International Agent is responsible for the advertising and public relations in its respective areas. However, from time to time, as decided by the Board of Directors of GlobeTrans International, the network management may advertise and/or issue press releases. All agents will be so advised and every effort will be made to coordinate the corporate activity with the local efforts. The Board of Directors will welcome suggestions from Agents.

The internet at http://www.globallogisticsassociates.com/ is GTI's main sales tool. GLA's management may decide to prepare a brochure or flyers that can be used to explain the GlobeTrans International concept and the extent of its worldwide network. Each agent may be billed for a pro-rate share of this cost.

JVA ARTICLES ABOUT GLOBETRANS INTERNATIONAL

Article V: GLA – BV as Non-Vessel Operating Common Carrier

(A) GLA – BV shall, amongst other things, function as Non-Vessel Operating Common Carrier (N.V.O.C.C.) and use the trade name *GlobeTrans International* with regard to the carriage by sea, pre-shipment and on-carriage of goods by any other means of transport upon the instruction of customers of the Participants.

(B) GLA – BV shall be making use of a standard House Bill of Lading for port-to-port shipments and combined transports, strictly in accordance with the format attached to this Agreement as Exhibit 3**.**

(C) GLA – BV shall take care of a proper insurance in order to cover its exposure to liabilities as N.V.O.C.C. with a P & I Club of good standard during the duration of this Agreement.

Article VI: N.V.O.C.C. Agency functions of the Participants

(A) The Participants under this Joint-Venture Agreement will act as Agents for GLA – BV in its role as N.V.O.C.C., hereinafter: *"the N.V.O.C.C.",* and have agreed to the functions as set forth in the following sub-articles.

(B) The Participants, in this article to be further named: *"Agents",* will only quote port-to-port and intermodal rates on behalf of the N.V.O.C.C., which rates are duly filed with governmental authority agencies as required by the respective countries to and from cargo is accepted for carriage.

(C) The Agents shall be entitled to sign B/Ls or other shipping documents as either Origin or Destination Agent for and on behalf GLA – BV acting as N.V.O.C.C. in the format as used by GLA – BV and in accordance with the N.V.O.C.C.´s operational manual. Agents will only issue Bills of Lading in the format as provided in Exhibit 3 of this Agreement.

(D) For cargoes to be carried to/from any place in the United States of America, Agents will file the rates through the internet services of a Tariff Broker with the Federal Maritime Commission (FMC). Failure of an Agent to adhere to the terms and conditions of FMC are for Agents risk, account and responsibility.

(E) Agents will register any shipment of the N.V.O.C.C. through the Bill of Lading System of the N.V.O.C.C.

(F) Transactions concluded under this Agreement between the N.V.O.C.C. and the Agents will be performed entirely at Agents´ risk and Agents accepts all responsibilities for their performance hereunder.

(G) Agents undertake with respect to its performance under this agreement, to protect, defend and indemnify the N.V.O.C.C. for any and all liability or loss including fines, assessments, penalties, compromise settlements and legal fees, which may have to be paid by the N.V.O.C.C. arising in any way out of Agent's performance under this Agreement.

(H) All direct costs for transactions / shipments as well as all revenues are for the Agents.

(I) Agents declare that they are aware of the N.V.O.C.C.´s policy against the payment or receipt of any rebate by the Agent and the N.V.O.C.C. or by any officer, employee or Agent thereof, which payment would be unlawful under the United States Shipping Acts of 1916 and 1984 or any successor legislation which would prohibit rebates.

(J) Agents will be bound to the operational manual of the N.V.O.C.C., which is in preparation, as well as to future amendments to this manual.

(K) Agents are authorised to print their individual company logo on the Bill of Lading used by the N.V.O.C.C., with the understanding that the Agents must make it clear to the cargo interested parties and/ or others that GlobeTrans International formally acts as N.V.O.C.C.

(L) By way of security, either in full or in part, for the true and proper discharge by the Agents of whatever the Agents may be indebted to GLA – BV under this Agreement, Agents will issue, on first demand of GLA – BV, a bank guarantee in favour of GLA – BV, amounting to US$ 25,000 (say: twenty five thousand United States dollars) in the format as attached to this Agreement as Exhibit 4**, or in the form of a cash deposit to be held by GLA – BV, under the same terms and conditions as set forth in Exhibit 4.**

SERVICE CONTRACTS

GLA has a range of competitive service contracts in place.

First there are the service contracts which have been initiated and negotiated by individual GLA members, on behalf of our group. The use of these contracts is free of charge and in case you would like to use the contract and to make sure that you have the most recent version of the contract we advise you to either contact the main GLA contact of the member who has negotiated the contract, or to contact GLA's headquarters. We also encourage you to contact us in case you see an opportunity to add rates for your commodities and port pairs to an existing contract.

Procedure if you would like to initiate/negotiate a new GTI service contract

In 2012, GLA's headquarters and the ocean committee will continue its efforts to get workable service contracts in place for our group. But we can very well imagine that there are members who, feel the need to initiate and negotiate their own service contract with a carrier of their choice. Those members are required to do the following.

First communicate with a carrier of your choice about the volumes, commodities and rates you intend to reach an agreement on. Please also inform GLA/GTI's executive office at this stage. Once you have finalized that and you have agreed on a safe MQC for which you are confident that you will easily fill it, you should provide GLA's executive office with a draft of the contract for review by the ocean committee and by GLA's executive office. GLA's executive office will request you to confirm that you will be responsible for filling the MQC and as soon as possible and provided that you have been able to provide that confirmation about the MQC in writing, GLA's executive office will provide you with a signed copy of the draft or will request for the original to sign, whatever order the carrier desires. Important: GLA's executive office is the only one to sign the contract unless there are special circumstances for which GLA's executive office has clearly advised that it is ok for the member to sign.

Often, carriers who have been approached by GLA members to negotiate a service contract (we will address this subject further on in this message), will request for an FMC license and the front page of GTI's published tariff (see next paragraph about rate filing) and other proof that GTI is allowed to move shipments to and from the USA. We then provide the members with a copy of the OTI Bond, our FMC organization number and the copy of the front page of the tariff. That usually satisfies the carrier. But there are also representatives of shipping lines who only want to cooperate on the condition that a copy of the license is submitted to them. In those cases we advise member to contact us and provide details of such a contact person and GLA's executive office and/or a representative of the ocean committee will communicate with the shipping line in question.

CLAIMS AND CLAIMS PROCEDURE

Important!

1. Do not take on any financial obligation, guarantee any payment or pay out any money without the written authorization of Roanoke Trade Services. In addition, do not make any statement or take any action admitting responsibility for a claim. If you do any of the above, it will result in denial of your claim even though the claim may otherwise be covered by the policy.

2. Never grant an extension of suit time without specific written consent of Roanoke Trade Services.

3. Write a letter immediately (the same day you are aware of the claim) placing the master carrier on notice (see sample letter A). There may be a presumption of good delivery if the carrier is not put on notice within **three days of delivery**.

4. Write a denial letter to the claimant (see sample letter B).

5. Send the following documents to Roanoke Trade Services as well as a copy to GlobeTrans International Headquarters:

- Copy of the Master Bill of Lading of Lading (front and back)
- Copy of the House Bill of Lading of Lading (front and back)
- Copy of letter to the carrier (sample letter A)
- Copy of letter to the claimant (sample letter B)
- Reply from the carrier (if any)
- Exception report/delivery receipt issued by the carrier, warehouse or consignee detailing missing or damaged cargo.
- Report from the surveyor (if applicable)

Send to:

Roanoke Trade Services, Inc.
Attn: Karen Rzeszutko
Karen.Rzeszutko@roanoketrade.com
One Poston Road,
Suite 100 Charleston SC 29407-3469
T +1 (843) 723-5880
F +1 (843) 556 0975

and to:

GlobeTrans International
Attn: Maureen Leeuwenburgh maureen@glanetwork.com
Executive Office
EBC Elektroweg 11, Unit V36,
3051 NB, Rotterdam,
The Netherlands
T +31 10 4229370
F +31 10 4229854

NOTE: **All information must be provided in English. Any translation is at your expense. All claim amounts are in U.S. Dollars.**

Sample Letter A

Letter to the Carrier

Type this letter on your company's letterhead

Date

Name of the master carrier
Address
City, St /Pr Postal Code
Country

Bill of Lading / Air Waybill Number: Dated:

From: Via: To:
Description of shipment:
Amount of loss / damage US$:

Dear Sir of Madam:

This is a notice of claim against your company for loss and / or damage sustained by the above referenced shipment. The following is a brief description of the loss / damage:

Brief description of the damage i.e.: loss, theft, crushed , wet, scratched, etc.

Please sign on the space provided below acknowledging your receipt of this notice and return a copy to our firm at the following address:

Your Address

Signature of the Carrier: _____

Please advise if you would like us to send you additional documentation. Thank you for your cooperation.

Sincerely,

Your Name
Title

Sample Letter B

Letter to the Claimant

Type this letter on your company's letterhead

Date

Name of Claimant
Address of Claimant
City, St / Pr Postal Code
Country

Dear Sir or Madam:

We have received your claim on the shipment listed below.

Bill of Lading / Air Waybill Number: _____

Date: _____

Without prejudice and pending further investigation we deny and all liability for loss, damage, or non-delivery of the above referenced shipment. We advise you to submit your claim with all supporting documents to us and your cargo insurance underwriter. Payment should be requested from your cargo insurance underwriter in accordance with the terms and conditions of that coverage.

Sincerely,

Your name
Title

GLOBETRANS INTERNATIONAL LOGO

This official GlobeTrans International logo may be used to reproduce via stationary, brochures, flyers, websites, business cards and other promotional purposes.

The logo can be downloaded from the GLA website
http://www.globallogisticsassociates.com/ section Links & Downloads.



BILS RECEIPT AND AGREEMENT LETTER

This is to certify that _____** has received the BILS '*Procedure for Input'* and the cover letter giving the background, purpose, requirements, etc. Furthermore, we certify that we have reviewed and understand all procedures and requirements outlined on the fore mentioned documents.

We also certify that we have instructed all of our GlobeTrans International personnel of these procedures and requirements and understand that these are mandatory for issuing a GlobeTrans International B/L.

We understand that failure to utilize the BILS B/L Registration will result in our shipments not being recognized by GlobeTrans International and will not be covered in any legal litigations and will not be covered by GlobeTrans International's legal liability insurance should any claims be made.

Filing rates for these shipments in GlobeTrans International's tariff to comply with Federal Maritime Commission regulations remains the responsibility of _____**.

_____
(Company)

_____
(Name)

_____
(Title)

_____
(Date)

** Insert your Company Name

RECEIVED
JAN 1 - 2003

Bond No. 56925

Form FMC-48
FEDERAL MARITIME COMMISSION

Roanoke Trade Services

Ocean Transportation Intermediary (OTI) Bond
(Section 19, Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998 and the Coast Guard Authorization Act of 1998)

- GLOBETRANS INTERNATIONAL, a NVOCC as Principal
Principal Name *Indicate either NVOCC or Freight Forwarder*
(hereinafter "Principal"), and Washington International Insurance Company, as Surety (hereinafter "Surety") are held

and firmly bound unto the United States of America in the sum of $150,000.00 for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

Whereas, Principal operates as an OTI in the waterborne foreign commerce of the United States in accordance with the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998 and the Coast Guard Authorization Act of 1998 ("1984 Act"), 46 U.S.C. app 1702, and, if necessary, has a valid tariff published pursuant to 46 CFR part 515 and 520, and pursuant to section 19 of the 1984 Act, files this bond with the Commission;

Now, Therefore, The condition of this obligation is that the penalty amount of this bond shall be available to pay any judgment or any settlement made pursuant to a claim under 46 CFR § 515.23(b) for damages against the Principal arising from the Principal's transportation-related activities or order for reparations issued pursuant to section 11 of the 1984 Act, 46 U.S.C. app. 1710, or any penalty assessed against the Principal pursuant to section 13 of the 1984 Act, 46 U.S.C. app. 1712.

This bond shall inure to the benefit of any and all persons who have obtained a judgment or a settlement made pursuant to a claim under 46 CFR § 515.23(b) for damages against the Principal arising from its transportation-related activities or order of reparation issued pursuant to section 11 of the 1984 Act, and to the benefit of the Federal Maritime Commission for any penalty assessed against the Principal pursuant to section 13 of the 1984 Act. However, the bond shall not apply to shipments of used household goods and personal effects for the account of the Department of Defense or the account of federal civilian executive agencies shipping under the International Household Goods Program administered by the General Services Administration.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall aggregate the penalty of this bond, and in no event shall the Surety's total obligation hereunder exceed said penalty regardless of the number of claims or claimants.

This bond is effective the 1ST day of JANUARY, 2003, and shall continue in effect until discharged or terminated as herein provided. The Principal or the Surety may at any time terminate this bond by written notice to the Federal Maritime Commission at its office in Washington, DC. Such termination shall become effective thirty (30) days after receipt of said notice by the Commission. The Surety shall not be liable for any transportation-related activities of the Principal after the expiration of the 30-day period but such termination shall not affect the liability of the Principal and Surety for any event occurring prior to the date when said termination becomes effective.

The Surety consents to be sued directly in respect of any bona fide claim owed by Principal for damages, reparations or penalties arising from the transportation-related activities under the 1984 Act of Principal in the event that such legal liability has not been discharged by the Principal or Surety after a claimant has obtained a final judgment (after appeal, if any) against the Principal from a United States Federal or State Court of competent jurisdiction and has complied with the procedures for collecting on such a judgment pursuant to 46 CFR § 515.23(b), the Federal Maritime Commission, or where all parties and claimants otherwise mutually consent, from a foreign court, or where such claimant has become entitled to payment of a specified sum by virtue of a compromise settlement agreement made with the Principal and/or Surety pursuant to 46 CFR § 515.23(b), whereby, upon payment of the agreed sum, the Surety is to be fully, irrevocably and unconditionally discharged from all further liability to such claimant; provided, however, that Surety's total obligation hereunder shall not exceed the amount set forth in 46 CFR § 515.21, as applicable.

The underwriting Surety will promptly notify the Director, Bureau of Tariffs, Certification and Licensing, Federal Maritime Commission, Washington, DC 20573, of any claim(s) against this bond.

Orig. Confirmation
Copy to Mia/LB
1-22-03
Kg

4