

# **AGENCY AGREEMENT** **(NON EXCLUSIVE)**

Between

**BLG CARGO LOGISTICS GmbH**

Containerstr. 13

28197 Bremen

Germany

Hereinafter "BLG"

Tel: +49 (0) 421 / 398-2592

And

**SM VIETNAM GLOBAL LOGISTICS JOINT STOCK COMPANY**

Add: NO 36A, GROUP 1, YEN HOA WARD, CAU GIAY DIST, HANOI CITY, VIETNAM.

Tel: +84 4 6292 6134

Mail: [oversea@smglobal.vn](mailto:oversea@smglobal.vn)

Hereinafter "SM GLOBAL"

Both parties are engaged in International Freight Forwarding & Logistics Business and mutually agree to the following:

## **Part 1: Responsibility**

BLG and SM GLOBAL agree to represent the other party as agent in GERMANY and VIETNAM to handle all assignments from or to GERMANY and VIETNAM as following:

- 1.1) The principal shall consign the agent for each shipment business by explicitly written instructions.
  - 1.2) To ensure both freight and documentation in good order upon acceptance at destination, reporting any discrepancies, shortages or damage to the carrier's agent and filling preliminary notice of claim, where appropriate.
  - 1.3) In the events goods are consigned to the order of bank, both parties agree to withhold cargo until appropriate bank issue the original bank guarantee or original House Bill of Lading/Combined Transport Bill of Lading from consignee is received. The consignee or shipper company guarantees letter is not acceptable.
  - 1.4) Routing orders have to be followed up immediately and sales leads have to be paid due attention with prompt reply.
  - 1.5) Both parties agree to provide the other party the applicable net/net ocean freight, airfreight, and any other charges on shipment basis.
  - 1.6) Similarly, sales rates would be communicated to each other shipment to facilitate profit-split working.
  - 1.7) To avoid additional and extra charges and clarify the responsibility, both parties agree to send the shipment details to each other by e-mail or by post if any shipment is not picked up by Consignee or Notify party over 30 days after arrival. BLG and SM GLOBAL must advise to each other within 24 hours.
- If either agent fails to send the shipment details to corresponding agent, then exporting agent has the



right to refuse to pay or share any storage, demurrage THC if the consignee or shipper does not pick up the container or cargo finally.

1.8) Both parties agree to provide the shipping documents to each other on time within 3-7 working days after vessel departure. The shipping documents should include the copy H B/L, O B/L, TLX, Cargo Manifest, Debit Note or Credit Note. The shipping documents should provide on the same day as flight departure for air freight shipment.

1.9) Shipments will be covered by House Bill of Lading/Combined Transport Bill of Lading issued by BLG or SM GLOBAL acting as carrier.

1.10) BLG and SM GLOBAL agree to release cargo to consignee or the notify party against original House Bill of Lading or Combined Transport Bill of Lading or bank guarantee letter. If BLG or SM GLOBAL releases the cargo without the original House Bill of Lading or Combined Transport Bill of Lading or original bank guarantee letter. All the duties, expense, claim or venture incurred by the shipment shall be responsible by the concerned party legally.

1.11) The agent should act/performance the commitment strictly in conformity with the commission instruction by the principal. The agent should give a timely written notice to and confirm with the principal when some extra business services and charges bring, which are beyond the knowledge of the principal.

1.12) All shortages or damages on import cargo must be made known to the other party within 24 hours after discovery and confirmed in writing, providing relevant evidence documents issued by relevant official authority party (such as shipping lines, local inspection bureau and so on) for future claim. Both parties agree to assist each other in the processing of claims with airlines/carriers.

1.13) For both parties' routing order, if customer has the request to issue Anti-dated B/L, BLG or SM GLOBAL need to get the confirmation letter from each other before issue Anti-Dated B/L. If BLG or SM GLOBAL issue Anti-Dated B/L without the confirmation letter of each other, the dealing party will take the full responsibility for all outcome occurred. If BLG or SM GLOBAL already got the confirmation letter from each other, the confirming party will take the full responsibility for all outcome occurred.

## **Part 2: Settlement of Accounts**

2.1) Both parties agree to send the Statement of Account (SOA) by e-mail to each other before 10th of every month. BLG and SM GLOBAL agree to clear the dispute debit note or credit note before 25 of every month and settle the full amount of SOA before the last date of every month.

Example: the shipment ETD between 01-28/FEB/2017, both parties agree to send the SOA to each other before 10/MARCH/2017 and settle the full amount of SOA before 31/MARCH/2017.

BLG and SM GLOBAL agree the credit party has the right to hold the cargo until payment is settled if the debit party not settles the payment within payment settlement agreement. BLG and SM GLOBAL agree the debit party should bear all the consequences, for example the demurrage, storage, and legal claim from shipper or consignee, etc. if any.

2.2) Credit limited and settlement of account for air freight biz:

BLG and SM GLOBAL agree to set a credit limited USD5,000 per month for air freight biz. Both parties agree to send the Statement of Account (SOA) by e-mail to each other before 10th of every month. Both Parties agree to settle the full amount of SOA before the last date of every month. Both parties agree to settle the air freight payment within 15 days after flight departure if the air freight amount is over USD5,000 per shipment or balance air freight invoice amount over the credit limited per month.

BLG and SM GLOBAL agree the credit party has the right to hold the cargo until payment is settled if debit party not settles the payment within payment settlement agreement.



BLG and SM GLOBAL agree the debit party should bear all the consequences, for example the demurrage, storage, and legal claim from shipper or consignee, etc. if any.

**2.3) Credit limited and settlement of account for sea freight biz:**

BLG and SM GLOBAL agree to set a credit limited USD5,000 per month for sea freight biz. Both parties agree to send the Statement of Account (SOA) by e-mail to each other before 10th of every month. Both Parties agree to settle the full amount of SOA before the last day of every month. Both parties agree to settle the sea freight payment immediately if the balance SOA amount is over credit limited.

BLG and SM GLOBAL agree the credit party has the right to hold the cargo until payment is settled if debit party not settles the payment within payment settlement agreement.

BLG and SM GLOBAL agree the debit party should bear all the consequences, for example the demurrage, storage and legal claim from shipper or consignee, etc. if any.

2.4) Item 2.1 to 2.3 will be valid only with regular shipment, and each party should always has the effective & valuable shipment in hand. Otherwise, the credit party has the right to hold the cargo until payment.

2.5) BLG and SM GLOBAL agreed that The sender covers all the costs of the bank on the side of the sender and the recipient bank covers all the cost of the recipient.

2.6) The currency of payments hereunder shall be US Dollar.

**Part 3: Co-operation Terms**

BLG and SM GLOBAL agree the below co-operation terms:

3.1) Free Handling for free hand export shipment to each side!

3.2) Profit Share for Routing order:

FCL – 50/50 sharing profit with MIN usd 25/20' & usd 25/40'

LCL&AIR – 50/50 sharing profit with MIN usd 20/bill

Sales lead – 50/50 sharing profit

For some special shipment, we should discuss case by case.

**Part 4: Insurance**

4.1) Both parties warrant they remain valid, current carrier liability coverage for consolidations and FCL, LCL and Air shipments covered by House Bills of Lading or Combined Transport Bills of Lading.

**Part 5: Bill of Lading**

5.1) Shipments will be covered by either House Bill of Lading or Combined Transport Bill of Lading issued by BLG or SM GLOBAL acting either as carrier or as agent of the other party.

5.2) In case of loss and/or damages resulting from risks covered by cargo insurance taken by shipper or consignee, BLG and SM GLOBAL will process claim on behalf of beneficiary of cargo insurance. If shipment is not covered by cargo insurance requested by shipper and/or consignee of goods, BLG and SM GLOBAL will provide the proper support to the shipper or consignee to process such claim against last carrier when loss or damage noted.

**Part 6: Termination**

6.1) This agreement may be terminated by either party 30 days after receipt of written notice sent via registered mail or courier.

Upon termination of this agreement, BLG and SM GLOBAL shall make every effort to settle outstanding accounts as provided in the Settlement of Accounts paragraph of this agreement before the date of termination.

6.2) Both parties agree to inform the other party promptly of any change or modification in the scope of



corporate business, and/or anything related to liquidation, bankruptcy and so on which may have an adverse effect on this agreement.

6.3) Either Party may terminate this Agreement immediately in the event of the other party becoming bankrupt or insolvent, or ceasing to carry on business, or in the event of a fundamental breach of the Agreement by the other party.

### Part 7: Confidentiality

7.1) Both parties agrees that it shall at all times keep confidential for any confidential information from other party, including but not limited to customer information, cooperation partner and service prices and etc, and shall not use, without the other party's prior written consent, disclose to any third party any confidential information.

After terminate this agreement, both parties agrees to that will not keep contact with before customers which belong to the other party within one year.

### Part 8: Conclusion

8.1) This contract is effective from the day when it is signed and stamped by both parties and this agreement should continue to be effective and if both parties do not have any objections on the day when it is terminated.

8.2) This agreement covers all branch offices of SM GLOBAL, and all BLG branch offices in GERMANY

The Agreement shall be governed and construed in accordance with the laws of the location of the party against whom a claim is made. Accordingly, claims against SM GLOBAL are subject to the laws of VIETNAM and the jurisdiction of the courts of VIETNAM. Claims against BLG are subject to laws and the jurisdiction of the GERMANY courts.

8.3) Both parties agree the losing party should bear the both sides lawyer fees, arbitration fees and administration fees and the other expenses which caused by related arbitration case but subject to the official receipt.

8.4) This Agreement contains all the terms in the previous agreements between BLG and SM GLOBAL, in case of any conflicts between this and the previous version, this agreement shall be prevailed.

8.5) Scan or fax agreement is effective through signed by two parties.

SM VIETNAM GLOBAL LOGISTICS JSC., CO

BLG

PHÓ GIÁM ĐỐC

Phạm Mạnh Cường General Director

*Vanesa*

Bank Details:

By T/T:

A/C Name: SM VIETNAM GLOBAL LOGISTICS  
JOINT STOCK COMPANY

Bank Details:

By T/T:

A/C Name:

BANK NAME: TIEN PHONG BANK  
BANK ADDRESS: FPT BUILDING PHAM  
HUNG, CAU GIAY DIST, HA NOI, VIETNAM

BANK NAME:  
BANK ADDRESS:

Swift Code: TPBVNVX

Swift Code:



\$ Account No: 00967600002 - TP BANK  
HAM HUNG, HA NOI.

US \$ Account No:

BLG LOGISTICS GmbH

Address: 13

28197 Bremen

Germany

Hereinafter "BLG"

Tel: +49 (0) 421 / 398-2592

And

SM VIETNAM GLOBAL LOGISTICS JOINT STOCK COMPANY

100 NO 01A, GROUP 1, YEN HOA WARD, CUU QUAY DIST, HANOI CITY, VIETNAM

Tel: +84 4 62 24 134

Email: [smvietnam@smglobal.vn](mailto:smvietnam@smglobal.vn)

Hereinafter "SM GLOBAL"

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- If either agent fails to send the shipment details to the other agent, the other agent has the

