

Seabourne Group Ltd
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CREDIT APPLICATION & ACCOUNT REGISTRATION FACILITY

To be completed in BLOCK CAPITALS and black ink.

| | |
|---|--------------------------|
| Company Name | |
| Address | |
| | |
| | |
| Post Code | |
| Contact Name | Tel. No. |
| E-mail Address | Fax No. |
| Accounts Department Contact Details | Tel. No. |
| E-mail Address | Fax No. |
| Company Registration No. | VAT Reg. No. |
| Registered Office Address (if different to above) | |
| | |
| | |
| Expected credit limit per month: £ | 1 st Shipment |

Authorised Signature _____ Date _____

Print Name _____ Position _____

TERMS OF SUPPLY AND CREDIT

1. All business is transacted subject to our Standard Trading Conditions attached. Your signature is your agreement to abide by these Terms & Conditions.
2. Settlement of account is due within 30 days of invoice date.
3. We reserve the right to cancel or revoke any discounts of similar allowances applicable to the service charged on invoices not settled within 30 days of invoice date.

DECLARATION BY APPLICANT SEEKING CREDIT

1. I am duly authorised by the applicant business to enter into this agreement on its behalf. We agree that payment of your invoices will be made strictly in accordance with the credit terms stated thereon. We recognise that if payment of your invoices is not made by the due date for payment, it may result in the matter being referred to the Credit Protection Association for recovery of the invoice debt including CPA's current applicable fees for writing to us, any commission payable by you to CPA, all reasonable incidental costs of recovering the debt and interest as applicable.
2. I understand that you may authorise a search through credit reference agencies, which will keep a record of that search and may share that information with other businesses. It/they may also make enquiries about the directors/partners as applicable.
3. I authorise our bankers to provide an opinion as to our suitability for the requested amount.

FOR OFFICE USE ONLY

Account Number _____ Date Opened _____

Branch _____ Charge Code _____

Credit Check Date _____ Authorised Credit Limit _____

Sales Account Manager _____ (Sign)

Management Authorisation _____ (Sign)

TRADING TERMS AND CONDITIONS

1. Any business undertaken, including any advice, information or service provided, whether or not for payment by Seabourne Group Limited (SGL) is transacted subject to these conditions each of which shall be deemed to be incorporated in and to be a condition of any agreement, whether written, oral or implied by SGL and the shipper, SGL shall not be bound by any agreement purporting to vary these conditions unless such agreement is in writing and signed by a director of SGL.
2. SGL is not a common Carrier and reserves the right to refuse the transportation of any goods, or documents for any person, firm or company at its discretion.
3. If any legislation is compulsorily applicable to any business undertaken by SGL, these conditions shall as regards such business be read as subject to such legislation and nothing in these conditions shall be construed as a surrender by SGL of any rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these conditions be repugnant to such legislation to any extent such part shall as regards such business be void to that extent but no further.
4. SGL will only enter into a transaction with a shipper who is the owner or authorised agent of the owner of any goods or documents to which the transaction relates. The shipper warrants that it is authorised to accept and is accepting these conditions not only on behalf of itself but also as agents for and on behalf of all other persons who are or may thereafter become interested in the goods or documents.
5. SGL undertakes, subject to payment of SGL's charges in accordance with rates notified to the customer from time to time, to transport the shipper's goods and/or documents between destinations agreed between SGL and the shipper. Any business accepted by SGL may in its absolute discretion be performed in whole or in part by its agents or sub-contractors on such terms and conditions as such agents of sub-contractors may stipulate. SGL reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage and transportation of the shipper's goods or documents, including the right to transport shippers goods or documents on owner's risk terms.
6. Prior to transportation the shipper shall complete and sign SGL's standard form, the forwarding airbill ("Airbill") in respect of each shipment of goods or documents accepted or picked up by SGL from one location for shipment to one address.
7. The shipper warrants that all goods or documents consigned with SGL are to be transported in the condition in which they are handed to SGL.
8. The shipper shall be responsible for packing and addressing goods or documents and warrants that they have been properly and sufficiently packed and addressed. Without prejudice to the generality of the foregoing, SGL reserves the right to refuse to transport goods or documents which in its sole opinion, are insufficiently or improperly packed or addressed.
- 8a. SGL reserves the right to check weigh any consignment and if necessary, apply volumetric calculations.
9. SGL reserves the right to inspect goods or documents accepted for transportation to ensure that all such goods or documents are capable of transportation to the country of destination within the standard operating procedures, customs declarations and handling methods of SGL. In making this reservation SGL does not warrant that any particular item to be transported is capable of transportation without infringing the law of any country or state from, to or through which the item may be carried.
10. The shipper shall be liable for any duties, taxes, imports, levies, deposits or outlays of any kind levied by the authority at any port in any place for, or in connection with the goods or documents and for any payments, fines, expenses, loss or damage whatsoever incurred or sustained by SGL in connection therewith.
11. The shipper shall be bound by and warrants the accuracy of all descriptions values and particulars furnished to SGL for customs, consular and other purposes and it undertakes to indemnify SGL against all losses, damages, expenses and fines whatsoever arising from any inaccuracy or omission in relation thereto, even if such inaccuracy or omission is not due to any negligence on the part of the shipper, its servants or agents.
12. When goods or documents are accepted or dealt with upon instructions to collect freight duties charged or other expenses from the consignee or any other person, the shipper shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.
13. SGL can arrange to insure the shipment at extra cost against specified risks if it receives a specific request in writing a reasonable time before transportation commences.
14. SGL will not make any declaration for the purposes of any statute, convention or contract as to the nature or value of any goods as to any special interest in delivery.
15. If in the opinion of SGL any goods or documents cannot be delivered because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee on the agreed delivery date or for any other reason than
 - (a) in the case of perishable goods SGL may forthwith sell or dispose of them without notice to the shipper
 - (b) in the case of non-perishable goods and documents SGL may after giving 21 days written notice to the shipper of intention to do so, sell or dispose of them and all charges and expenses arising in connection with the storage, sale or disposal of such goods or documents shall be paid by the shipper and any proceeds of sale after deduction of all such charge and expense shall be paid to the shipper.
16. SGL will not transport and noxious, dangerous, hazardous, inflammable or explosive goods or any likely to cause damage (including goods likely to harbour or encourage vermin or other pests), bullion coins, currency, stamps, negotiable instruments, securities in bearer form, precious stones, metals, jewellery, antiques, works of art, livestock, plants or other valuables. Should any shipper nevertheless deliver any such goods to SGL or cause SGL to handle or deal with such goods, SGL shall be under no liability to the shipper in respect of such goods and the shipper shall be liable for and indemnify SGL against all penalties, claims, damages and expenses whatsoever arising in connection therewith and SGL may deal with them as in its sole discretion sees fit.
17. Payments of all sums due to SGL shall be made within 30 days of delivery of an invoice to the shipper and in default of payment SGL reserves the right to charge interest on the amount outstanding at the rate of 2% per month. All sums shall be paid to SGL in cash when due without deduction and payment shall not be withheld or deferred on account of any claim, counter claim or set off.
18. Any goods or documents accepted by SGL for transportation shall be subject to a particular lien for monies due to it for the carriage of and other proper charges or expenses in connection with such goods or documents and to a general lien for any monies due from the shipper or owner to SGL. If any lien is not satisfied within one calendar month after notice of the exercise of the lien has been given to the person from whom the monies are due the goods or documents sold by auction or otherwise at the sole discretion of SGL or at the expense of such person. The net proceeds of such sale shall be applied in or towards the satisfaction of such lien and payments of all proper charges and expenses arising in connection with such sale, any surplus proceeds of such sale shall be paid to the shipper.
19.
 - (i) Subject to these conditions SGL shall only be liable for any loss of, or damage to goods or documents or for any non-delivery or mis-delivery thereof (hereinafter in the sub-conditions called "Loss") whilst such goods or documents were in the actual custody or control of SGL and provided such Loss was due to the negligence of SGL its servants or agents. If such Loss is not due to the negligence of SGL its servants or agents SGL shall be liable for such Loss to the extent of any sum recovered by SGL from any third party in respect of such Loss subject to deduction of any costs unrecovered in the proceedings, but SGL shall be under no obligation to take any action against any third party.
 - (ii) Whilst SGL will endeavour to deliver goods or documents in accordance with any agreed transportation of any shipment regardless of the cause of such delay.
 - (iii) Save as aforesaid SGL shall be under no liability however arising in respect of or in connection with any goods, documents, instructions, business, advice, information, service or otherwise and in particular shall not be liable for consequential Loss or any other Loss whatsoever however the same shall arise whether or not SGL had knowledge that such damages might be incurred including but not limited to Loss of income, profits, interest, utility or Loss of any particular market.
20. Subject to the limitation of liability set out in Condition 19, the liability of SGL for any one shipment in respect of which a claim is made shall not exceed the lesser of
 - (a) AN AMOUNT OF US \$100 (ONE HUNDRED US DOLLARS) OR
 - (b) The amount of any Loss or damage to the shipment actually sustained
 - (c) In the case of documents, the actual value as ascertained by reference to its cost of preparation, replacement, recommission or reconstruction value at the time or place of shipment or
 - (d) In the case of goods, the declared value on the airbill.
21. (i) Any claim bought by a shipper against SGL in respect of any liability under these conditions must be notified by the shipper to SGL in writing within 28 days of the date when the goods or documents should have reached their destination. No claims may be made against SGL outside this time limit. (ii) Notwithstanding any of the foregoing, no claim for Loss or damage will be entertained on any shipment until all transportation charges thereon have been paid. The amount of a claim may not be deducted from any charges owed SGL and the shipper hereby waives any and all rights including any statutory or common law rights to set off the amount of any such claim against transportation charges owed to SGL.
22. The shipper shall be liable for all losses, damages, expenses and fines arising as a result of its failure to comply with its obligation under these conditions or as a result of its negligence and shall indemnify SGL against all Losses, damages, expense and fines whatsoever whether direct or consequential arising from such failure or negligence. If SGL agrees in writing to carry out specific instruction relating to goods or documents, the shipper shall indemnify SGL against all losses, damages expenses and fines whatsoever whether direct or consequential and however arising from or in connection with such instructions.
23. All agreements between SGL and its shippers shall be governed by English Law and the shipper hereby irrevocable submits to the jurisdiction of the High Court Justice in England.