

Global Logistics Family

GLF Charter & Code of Conduct

1 DEFINITIONS

The name of the organisation is GLOBAL LOGISTICS FAMILY, hereinafter referred to as GLF:

- a) Members – fully paid up members of the group;
- b) Arbitration & Advisory Panel (AAP)
- c) AC – Annual Conference;
- d) Principals – founders and owners (Distinct Services (GS) Ltd);
- e) Charter and code of Conduct-performance rules and behaviour within the GLF, subject to amendment at any time by the principals

2 AIMS AND OBJECTIVES

The objectives of the GLF are as follows:

- a) To recruit and represent international freight companies which satisfy the criteria determined by the GLF Principals;
- b) To promote and develop business opportunities for the mutual benefit of the GLF members;
- c) To provide clients with efficient and effective services;
- d) To build a comprehensive and global multimodal network represented by actual offices in each city operated by the members.

3 MEMBERS COMPLIANCE RULES

- 3.1 The GLF will consist of fully paid up members who satisfy the membership criteria;
- 3.2 Members of the GLF must be privately owned companies, partnerships or corporations, involved in the freight forwarding industry;
- 3.3 No GLF member may be actively associated with any company, group, association or organisation which is deemed by the Executive to be in competition with the members and also operating city by city unless approved by the Principals;
- 3.4 If any of the Owners, Stockholders, Executives, Management or Staff Members of a GLF member company currently hold (a) similar appointment(s) in or work for, either part time or full time, for another company which is associated with or working within a competing group, such member will be expelled at the discretion of the Principals if they consider it will be a conflict;
- 3.5 Membership entitles each member to exclusive representation of the GLF within a city, location, state or an assigned area in which the member is resident and conducts business;
- 3.6 Members may only represent areas where the office is wholly owned or operated by them;
- 3.7 GLF members may not promote an office in any area where a GLF member already exists;
- 3.8 Upon joining, members must commit to adopting the GLF logo onto their stationery and promotional material, within a reasonable time;
- 3.9 All new members must attend the Annual Conference (AC) within the first year of joining. Failure to do so may result in expulsion;

- 3.10 Members may belong to other networks which do not operate on an exclusive representation basis.
- 3.11 The Principals reserve the right to re-define an area represented by an existing member if they consider the realignment to be in the best interest of all the GLF members as a whole. This may relate to a division of capability ie: sea or air only.

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4 FEES

- 4.1 The Annual fees will be set by the Principals:
- 4.2 Annual Fee
An Annual Membership (or subscription) Fee, will cover one full year from month of payment, which is payable by each member on receipt of the respective invoice, unless otherwise agreed;
- 4.3 Non payment or late payment of the fees will result in an immediate cancellation of the membership, at the discretion of the Principals.

5 DISCIPLINARY PROCEDURES

A GLF member shall cease to be a member of the GLF if:

- a) The member gives notice of resignation in writing to the Principals or
- b) The member is expelled due to non compliance with this charter.
- c) The Principal considers that the Member is not able to perform fully all the functions and operations required to satisfy other GLF members, or that they are not demonstrating the commitment required to meet member's needs.
- d) The Principal considers that the member's behaviour and general attitude is not beneficial to the group as a whole. Offensive comments either personal or otherwise will result in instant dismissal without notice.
- e) On expulsion of a member under these rules, all money paid to the GLF by the expelled member remains the property of GLF.

6 ANNUAL CONFERENCE

- 6.1 An Annual Conference of GLF members must be held every year and this meeting is to be called the Annual Conference (AC);
- 6.2 The Principals must decide the date and place as well as the duration of the AC;
- 6.3 The purpose of the Annual Conference will be to:
- a. discuss progress within the GLF towards achieving its objectives;
 - b. receive presentations from new members;
 - c. ensure members meet face to face in a structured meeting environment.
- 6.4 Each member must nominate at least one representative of executive level to attend the AC. Failure to attend an AC without a written explanation for reason of urgent necessity is considered an infringement of this GLF Charter and Code of Conduct and thus a reason for expulsion from the GLF. Failure to attend two consecutive AC's will result in the automatic expulsion of the member concerned (subject to) the discretion of the Principals. Failure to attend the first AC after joining may also result in expulsion;
- 6.5 The AC will be chaired by the Principals.

7 LAW

In case of any legal dispute, the Laws of England will apply.

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8 CODE OF CONDUCT

- 8.1 Members are to communicate efficiently and promptly within a maximum of 24 hours, irrespective whether this concerns operations, sales leads, financial matters, management decisions or any other business;
- 8.2 Members agree to exchange only net net charges and rates to other members if and when they are asked to quote on traffic;
- 8.3 Members must mutually agree the rules for breakbulk fees and profit margins among themselves;
- 8.4 Payment terms must not exceed 30 days from the end of the monthly statement;
- 8.5 The Accounts Department from each member must send monthly statements to include the invoice number, invoice date and amount;
- 8.6 Members must offer all new traffic to other members within a period of twelve months upon becoming a member. Members are permitted to continue to handle "routed" traffic destined to, or originating from and generated by GLF members. The Principals may grant exclusions to this rule;
- 8.7 In case of dispute(s) between GLF members, each party must first make an all-out effort to resolve the dispute(s) among themselves. If no mutually acceptable decision can be reached, the GLF member or Applicant member may request assistance from the Executive;
- 8.8 Special instructions as set out in the Master (or house) Bill of Lading, Airway bill or any other written instructions must be followed strictly;
- 8.9 All members must service both air and sea freight, unless otherwise agreed depending on the level of members;
- 8.10 Airfreight charges should be prepaid on the Master Airway bill, unless the airline prints 'collect' charges at a lower mutually agreed rate;
- 8.11 Sea freight/ocean freight charges will always be prepaid wherever possible, unless mutually agreed in writing between the members;
- 8.12 Neither the GLF nor it's Principals can be held responsible in case commercial and/or financial obligations are not met by GLF members;
- 8.13 GLF members should use the name and/or the logo of the GLF on all printed matter/stationery, on all their buildings and vehicles, used by the member for the purpose of their business, or otherwise;
- 8.14 When a company ceases to be a GLF member, the company is no longer entitled to use the name of the GLF and/or the GLF logo and any reference to the GLF thus has to be removed from printed matter/stationery, buildings/vehicles or otherwise. Failing to adhere to this proviso may result in legal proceedings against the company concerned;
- 8.15 Qualified sales leads should, where possible, be provided on a regular basis between members and contain full contact details and details of traffic in writing;
- 8.16 All members must have professional liability insurance, unless not possible;
- 8.17 When transferring money between companies, each member should keep their own bank charges;
- 8.18 Members will communicate with each other by one of the managed mail groups to be known as group@lists.globallogisticsfamily.com
- 8.19 Members will be given a unique password and username, this is confidential to the member and disclosure to a third party will trigger disciplinary procedures (Section 5)

9 GLF Arbitration & Advisory Panel (AAP)

An AAP will be created among the members and will consist of three of member companies appointed by the Principals of the Global Logistics Family to assist in development of the GLF. The AAP will report to the principals and will be reimbursed for direct expenses incurred.

10 PRINCIPALS

The GLF is wholly owned by Distinct Services (GS) Ltd and operates under UK law.