



ASIA-PACIFIC CHARTERING PHIL., INC.

MARINE CONTRACTORS • SHIPBROKERS • CHARTERING • SALES • PURCHASE
18th Floor, BDO Equitable Bank Tower 8751 Paseo de Roxas, Salcedo Village, Makati City 1226, Philippines
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STANDARD AGENCY TERMS & CONDITION – ASIA PACIFIC CHARTERING PHIL., INC.

All transaction entered into by Asia-Pacific Chartering Phil., Inc. (hereinafter referred to as “the Company”) in connection with our arising out of the Company’s business shall be subject to the following terms and conditions (hereinafter referred to as “the Conditions”) unless otherwise agreed or stated by the Company in writing.

1. Definitions

- 1.1 “The Company” means Asia-Pacific Chartering Phil., Inc. trading under these conditions.
- 1.2 “Services” means the services which are provided by the Company to the principal whether or not there is a charge, fee, commission or remuneration of any other kind.
- 1.3 “Supplier” means the company, firm or person who has agreed to provide services to the Principal or the Company on behalf of the Principal.
- 1.4 “The Principal” means the company, firm or person or whose representatives who have instructed the company to complete services on their behalf and who is the owner, charterer, operator, shipper, consignee, agent or manager of the vessel and/or cargo.

2. Role of Asia-Pacific Chartering Phil., Inc.

- 2.1 The business of the company is to provide ship agency and/or customs agency and/or cargo management service, To the principal per usual local industry practice.
- 2.2 The Company may at its sole discretion refuse to provide services to any Principal or for any class of goods.
- 2.3 The Principal authorizes the Company, as their authorized agent to entry into contracts for the carriage and/or handling of goods and/or any other services as may be required, by any route to any contractor or sub-contractor on terms agreed between such parties, and agrees that such terms will bind the Principal.
- 2.4 (a) Where and to the extent that the Company acts as an Agent, the Company acts solely on behalf of the Principal in securing contracts with third parties, so that direct contractual relationships are between the Principal and such third party.
(b) The Company shall not be liable for the acts and omissions of such third parties referred to in sub-clause 2.4 (a) above.
(c) The Company when acting as an agent has the authority of the Principal to enter into such contracts on the Principal’s behalf and to do such acts so as to bind the Principal by such contracts.
- 2.5 These conditions shall also benefit and shall be enforceable by every contractor and subcontractor as engaged by the Company.
- 2.6 The Company shall be deemed to have been authorized to appoint their own nominated sub-agents / sub-contractors to perform services on behalf of the Principal and may, or may not, at its discretion seek pre-approval from the Principal

3. Role of the Principal

- 3.1 The Principal shall be indemnifying the Company in respect of all liabilities incurred by the Company when acting on the Principal’s behalf. This indemnity shall include but not be limited to all third party claims, losses, damages, taxes, duties and other expenses that the Company may incur during performance of the services.
- 3.2 The Principal shall indemnify the Company against all liability, loss, damage, cost and expenses arising from or out of the nature of the goods, unless caused by the Company’s negligence and where the Company acts in accordance with the Principal’s instructions.
- 3.3 The Customer warrants the suitability of all cargo and cargo carrying conveyance when supplied by the Principal where used.
- 3.4 The Principal shall pay forthwith to the Company’s nominated bank account such amounts as the Company has requested as an advance on the port disbursements which the Company incurs, or will incur, on the Principals behalf for the services work that they are undertaking on behalf of the Principal. If advance funds are not required for the transaction, then funds should be paid by the Principal to the Company as per the credit terms agreed between the parties or otherwise are payable immediately upon presentation of the invoice/disbursement account to the Principal.
- 3.5 The company shall be entitled to deduct any sums held by the Company on behalf of the Principal from any amounts owed to the Company by the Principal.



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- 3.6 The Principal must advise the Company in writing if they have any special requirements outside of the functions performed as outlined in their appointment advice. The Company has the right to charge additional fees for such additional work as agreed with the Principal.
- 3.7 The Company may from time to time invoice the Principal additional supplementary charges for any services provided, and where they have been advised at the time of the transaction that such supplementary charges will be incurred.
- 3.8 The Principal shall fully comply with any COVID protocol for local or national guidelines.

3. Liability

- 4.1 The Company shall exercise reasonable care and diligence in providing its services.
- 4.2 The Terms and Conditions are applicable for all work that is completed on behalf of the Principal, unless there are otherwise exceptions agreed in writing with the Principal.
- 4.3 Except as otherwise provided, the Company shall not be liable to the Principal, supplier or any third party for any loss or damage (including but not limited to direct or indirect loss or damage), consequential loss or damage and loss profits (whether under the law of tort, contract or otherwise) arising from any cause which the Company and/or its Agent(s) could not be reasonably prevent. The maximum liability of the Company to the Principal, supplier or any third party arising out of the performance or non-performance of the service(s) including liability arising from any cause, whether under the law of contracts, tort or otherwise shall not exceed the Company's charges in respect of the service provided in an event.
- 4.4 These conditions and any act or contract to which they apply, shall be governed by and interpreted in accordance with Philippine Law.
- 4.5 The Company shall have no liability whatsoever for consequential loss (whether direct or indirect) such as (but not limited to) loss of profit, loss of business or the consequence of delay or deviation howsoever caused.
- 4.6 The Company shall not be liable for any loss or damage to cargo unless it is advised in writing within seven (7) calendar days from the date of the incident or the completion of the services. The initial claim in writing can be received as a Proforma Claim, with follow up within thirty (30) calendar days of a value claim if it is to proceed.

5. Failure to Comply

- 5.1 If the Principal fails to make payment in full of any sums due to the Company on demand or within the agreed period, the Company shall be entitled to recover interest on any sums outstanding at the rate of 12% per annum – effective from the first demand date they received in writing from the Company
- 5.2 The Company shall be under no obligation to incur or pay any expenses unless, where required, the Principal has provided the Company with sufficient funds to meet same.