

CUSTOMER CREDIT APPLICATION FORM AND AGREEMENT

SECTION A : CUSTOMER CREDIT APPLICATION FORM

FORM # : FORM A

Title:			
Company name:			
Phone:	Fax:	E-mail:	
Registered company address:			
City:	Country:	Postal Code:	
Date business registered:	Place of Incorporation:		
Sole proprietorship:	Partnership: <input type="checkbox"/>	Corporation: <input type="checkbox"/>	Legal Type:
Trade Name (if any):	Corporate Identification No./TL No.:		
GST#:	PAN#:		

Contact Person Details:

Phone:	Fax:	E-mail:
Address:		
City:	Country:	Postal Code:

Person(s) who will sign the Agreement (Please attach a Board Resolution authorizing the Signatory)			
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Person(s) who will sign the cheque(s) (Please attach a Board Resolution authorizing the Signatory)			
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Company Director / Share Holder / Ultimate Beneficiary Details	Director's Name		
	Share Holder's Details		
	Percentage of Shares Held		
	Ultimate Beneficiary Details		

Parent / Holding Company Details	Name of Parent / Holding Company		
	Share Holder Details		
	Percentage of Shares Held		

Does Parent Company Guarantee Obligation? If not, explain why not	Financial Statement/Annual Report: Attached <input type="checkbox"/> Sent by courier/mail <input type="checkbox"/>	Business Volume:
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Credit Amount Requested	Credit Period Requested	Credit Amount Approved:
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Credit Period Approved	Sales Person Name	Credit Approved By
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Trade Reference 1	Trade Reference 2	Bank Relationship Manager Details
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BANK INFORMATION

Bank name:	Account Number:		
Bank Branch	Address	City	
State	Country	Postal Code	
Telephone	Fax	E-mail	

SECTION B : CUSTOMER CREDIT TERMS AGREEMENT

This Credit and Security Agreement (the "Agreement") is between _____ ("Customer") and CORDELIA CONTAINER SHIPPING LINE PVT. LTD. ("Carrier")

This Agreement serves as the Credit Agreement between Carrier and Customer for contracts of carriage of goods under Carrier's Bill of Lading, Waybill or other document, stipulated between Carrier and Customer.

It is agreed as follows:

Carrier grants Credit Facility to [name of the Customer], hereinafter named as "Customer", and its Subsidiaries and Affiliates, to cover Customer's shipments with CORDELIA CONTAINER SHIPPING LINE PVT. LTD. and its Group jointly referred to as the "Carrier".

Agreement Conditions:

- 1) **Customer** shall remain fully responsible and unconditionally liable for all payments due from **Customer** to **Carrier** pursuant to this Agreement, and guarantees payment of all such amounts if **Customer's** forwarder, broker, shipper, consignee or other agents fails for any reason to make such payments to **Carrier**.
- 2) The credit facility granted to the **Customer** ("Credit"), as set forth in the Credit Application, which is forms part of this Agreement, may consist of an extension of time in which to pay invoices, or a credit limit, or both; which will be determined by **Carrier** and confirmed in writing. **Customer** guarantees payment of all charges when due pursuant to the Credit terms as mentioned in the Credit Application Form.
- 3) Credit privileges may be suspended by **Carrier** ex parte in the event of any failure to comply with this Agreement. If **Customer** fails to perform any obligation under this Agreement or any tariff or Bill of Lading or contract with Carrier, **Carrier** may immediately terminate this Agreement without demand or notice; require that all amounts owed become immediately due and payable; refuse to issue or release Bills of Lading marked "prepaid" or "freight prepaid" even though cargo has been booked; foreclose its lien(s) and security interest on any and all cargo **Carrier** possesses; and exercise any other right or remedy available under law. **Customer** acknowledges that it has read and understood **Carrier's** Bill of Lading terms and conditions, a copy of which has been provided to **Customer**.
- 4) Nothing herein contained shall preclude **Carrier** from exercising absolute discretion to refuse to extend credit or the right, where credit has been extended, to demand and collect payment of all charges prior to a shipment's arrival at a port of arrival or departure or Container Yard, or Depot. Non-compliance with any provision of this Agreement may, in **Carrier's** sole discretion, result in immediate cancellation of all credit privileges extended under the Credit Application and this Agreement.
- 5) Any disputes or claims under this Credit and Security Agreement must be notified to the **Carrier** in writing, at the address noted herein or by E-Mail no later than Ten (10) calendar days before the due date. **Customer** agrees to not dispute any invoice in particular for the purpose of delaying, offsetting, or deducting any amount of any particular invoice due under this Agreement.
- 6) Except as may be necessary to comply with applicable laws, regulations, court orders, arbitral awards or for the benefit of a Party's legal advisors or accountants, or in the framework of judicial or arbitration proceedings opposing the Parties, this Agreement must be kept strictly confidential between the **Carrier** and the **Customer** and its Subsidiaries and Affiliates. Disclosure of any of the provisions of this Agreement by **Customer** may result in **Carrier** terminating this Agreement with immediate effect
- 7) This Credit Agreement shall commence on the day of its signature (the Effective Date) and shall terminate one year later (the Expiration Date).
- 8) This agreement is governed by UK Laws. While all claims and actions arising between the **Carrier** and the Shipper/Merchant in relation to the Contract of Carriage evidenced by the relevant Bill of Lading shall be exclusively referred to arbitration as per terms and conditions of carriage, any disputes arising out of execution or interpretation of this Agreement shall be referred to arbitration at Mumbai, as per rules and regulations of [Indian Council of Arbitration](#) and the location of the arbitration shall be Mumbai.

I, the undersigned _____ of _____ hereby declare the above information to be true and correct for the purposes of obtaining credit with CORDELIA CONTAINER SHIPPING LINE LLC and I also undertake and agree to all terms and conditions set forth above.

For the Customer

For CORDELIA CONTAINER SHIPPING LINE PVT. LTD

Name and Signature of Authorised Signatory

Name and Signature of Authorised Signatory

Company Seal:

Company Seal: