



## Terms and Conditions

### ARTICLE 1 NAME:

The registered legal entity is Quality Cargo Networks Ltd. Priority Cargo Network is a brand of Quality Cargo Networks Ltd.

### ARTICLE 2 OFFICE OF THE COMPANY:

The Directors of the Company shall determine the location of the Executive Office, which may vary from time to time as may be deemed necessary. The Executive Office is currently located in Fuengirola, Spain.

### ARTICLE 3

(a) **CONSTITUTION:** Priority Cargo Network member criteria are based on freight forwarding, transport and cargo handling. Priority Cargo Network members shall consist of bona-fide and locally registered companies or organizations engaged in freight forwarding, transport and cargo handling.

(b) The official language of the Priority Cargo Network shall be English.

(c) Global operating companies and/or affiliates and/or branches of global operating companies not to gain Priority Cargo Network membership.

### ARTICLE 4 OBJECT

Subject to the right of complete autonomy in the activities of Priority Cargo Network members, the object of the Priority Cargo Network shall be to foster, promote and co-ordinate the interests of its members; to encourage and advance the spirit of unity and friendship among its members; and to acquire, preserve and disseminate valuable information consistent with public interest and the interest of the Priority Cargo Network and always within international laws. All members must carry out functions to the best of their knowledge and ability and shall, as much as reasonable, safeguard the other party's interests and those of the Priority Cargo Network.

### ARTICLE 5

(a) **CODE OF ETHICS:** To support fellow Priority Cargo Network member companies to the fullest extent possible.

(b) Operate and do business with unparalleled standards of excellence.

(c) Be prompt and responsive in all communications.

(d) To be active in bona fide sales endeavors for mutual growth of fellow Priority Cargo Network members and the Priority Cargo Network alike.

(e) To respect other Priority Cargo Network members existing client and customer bases and refrain from back-selling and never approach another Priority Cargo Network member's vendor, supplier, third party service provider, client or lead without express permission from the originating company.

(f) Respect all Priority Cargo Network members, their religions, beliefs and/or politics and operate within the global organization with high standards incorporating friendship, loyalty, integrity and trust, regardless of race, color or creed.

### ARTICLE 6

(a) **FULL MEMBERSHIP:** Any corporation, firm, partnership or individually owned company who has secured membership and satisfies the criteria outlined in all Articles contained within.

(b) Quality Cargo Networks Directors establish procedures for handling Applications to become a Priority Cargo Network member.

(c) All Membership Applications must obtain approval from the Quality Cargo Networks Directors.

(d) Membership of the Priority Cargo Network may be cancelled or suspended for good and sufficient cause as deemed appropriate by the Quality Cargo Networks Directors.

(e) Cases deemed as 'severe misconduct' may result in instant dismissal by vote of the Quality Cargo Networks Directors.

(f) Notice of instant dismissal shall be final and binding and any cancellation or suspension will become effective immediately. Any reinstatement to the Priority Cargo Network shall only be by a new application and once a dismissal notice is forwarded no further correspondence will be entered into.

(g) This section does not apply to expulsion for non-payment of membership fees, which is covered in ARTICLE 10(a).

(h) All Priority Cargo Network members agree that immediately upon cancellation of membership to the Priority Cargo Network, they will honor and abide by that decision and immediately remove all reference to such membership status/ Priority Cargo Network membership from their respective Web Sites.

(i) Any Priority Cargo Network members, by giving written notice of such intention while in good standing, may withdraw from membership of the Priority Cargo Network. Annual membership fees are non-refundable in any event whatsoever. Under this event, the company will abide by ARTICLE 10 (b).

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Quality Cargo Networks Ltd.

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**ARTICLE 7 DIRECTORS:**

The Directors comprises the Governing Body of the Quality Cargo Networks which shall set such policies as may be necessary from time to time to achieve the objectives of the Priority Cargo Network.

**ARTICLE 8**

All funds paid to the Quality Cargo Networks shall always and only remain the property of the Quality Cargo Networks and are non-refundable in any event.

**ARTICLE 9**

(a) **FINANCE:** Membership fees are US\$1000,00 Per Annum Per Member and the level of membership fee shall be reconfirmed in every annual conference.

**ARTICLE 10**

(a) **ANNUAL MEMBERSHIP FEES:** Fees shall be payable 15 (fifteen) days after receipt of invoice, with late payments being deemed a breach of these Articles. No fees will be waived or reduced under any circumstances and failure to pay such fees within the required time frame may result in removal of that membership.

(b) Any Priority Cargo Network member resigning or dismissed in accordance with ARTICLE 6 shall not be entitled to any refund of dues in any event.

**ARTICLE 11**

All Priority Cargo Network members are automatically invited to attend annual conferences.

**ARTICLE 12**

(a) **MEETINGS:** The Directors may select the time and place of proposed Annual Meetings of the members.

(b) In the event of any national emergency, at the discretion of the Directors, any call for annual meetings or Directors meetings may be vacated and set aside, postponed or transferred to another safe location and the Directors shall serve until the national emergency has passed, or until a meeting of the Priority Cargo Network members is held at a time consistent with prevailing conditions.

**ARTICLE 13 LOYALTY CLAUSE:**

It is incumbent on each member to at all times enhance the position of their company, the Quality Cargo Networks and its Directors at all times. Any displays or evidence of disloyalty may be cause for removal from the Priority Cargo Network and consequential loss of membership.

**ARTICLE 14 AMENDMENTS:**

Quality Cargo Networks Ltd. is a privately owned company and these Articles, or any part thereof, may be altered, amended or repealed by the Directors.

**ARTICLE 15**

(a) **JURISDICTION:** Quality Cargo Networks bears no legal or financial responsibilities for individual Priority Cargo Network members' actions, but should Quality Cargo Networks ever be named party to litigation involving a Priority Cargo Network member, that company shall be liable for all the legal and defense and/or other costs and/or any assessments and/or other charges placed against or incurred by the Quality Cargo Networks in every event and every respect. Agreement of securing a membership with Priority Cargo Network is also deemed to agree to all Articles specified above. Any disputes whatsoever arising between any parties, if not settled amicably, to be settled by Arbitration in Hong Kong and Hong Kong Law shall apply.

(b) Any trading between Priority Cargo Network members and/or their clients do not place Quality Cargo Networks under any liability whatsoever.

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