



## WCA MEMBERS (NON-EXCLUSIVE) COLLABORATIONS AGREEMENT

The purpose of this agreement is to enter into a long-term cooperation in order to participate in and develop Land, air and sea markets between the two Collaborators by specifically establishing contacts and contracts with existing and potential clients engaged in foreign trade.

**Delta Novel Srl - Società unipersonale (DN)** Hereby appoints WCA Member...

Messr: \_\_\_\_\_

Member ID Nr.: \_\_\_\_\_

Main address: \_\_\_\_\_

Main Telephone Nr.: \_\_\_\_\_

CEO name: \_\_\_\_\_

Direct Phone: \_\_\_\_\_

Bank Name and Address: \_\_\_\_\_

IBAN No: \_\_\_\_\_

### **= Collaborator =**

to act as its Collaborator in connection with various logistics services to be provided on behalf of **DN's** customer(s) as directed from time to time by **DN**.  
Such Collaborations appointment is on a non-exclusive basis.

### **General Provisions**

Collaborator agrees to abide by and be bound by **DN's** standard Terms and Conditions of Services, as they may be amended from time to time.

For purposes of such Terms and Conditions of Services only, Collaborator is deemed to be the customer. This Collaborations Agreement shall remain in effect until such time as it may be cancelled

by either party. Any such cancellation shall be by confirmed delivery or registered or certified electronic mail and shall provide thirty (30) days notice of any such cancellation. In the event of any such cancellation, any and all monies due and owing from one party to the other shall be paid within five (5) working days. Collaborator hereby submits to the jurisdiction of the Italian Court and specifically waives any and all defenses and objections in regard thereto. In this regard, Collaborator's hereby appoints **DN** as its designated Collaborator for purpose of service of legal process. Simultaneous with the execution here of, Collaborator shall document and provide to **DN** the Evidence Collaborator is properly incorporated and in good standing with all government and Authorities norms as well as Evidence of having Professional Liability Insurance Limits in an amount not less than \$250,000.00 (U.S.) and or members carrying WCA Risk Managed logo and or WCA Member with Gold Medallion Financial Protection Program Profile, Evidence all collaborator's licenses, such as customs brokerage, freight forwarding, etc., are in good standing and Collaborator shall have a continuing duty to keep **DN** advised as to any developments in connection therewith. In the event of a claim, lawsuit, fine, penalty, government or other proceeding involving **DN** as a result of the conduct, action and/or inaction of the collaborator, then in such event, **DN** shall be entitled to be indemnified, held harmless and defended by Collaborator and/or Collaborator's insurer. In the event of possible claims from customers relating to services rendered under this collaborations Agreement or any of the separate Agreements, the contracting parties undertake immediately to inform each other thereof. In case the potential liability of several parties is involved, a party shall not settle such claims without the consent of the other. Such consent shall not be unreasonably withheld. The prevailing party, in any action to enforce this agreement, shall be entitled to recover any and all fees in enforcement, including reasonable attorney fees. No modification shall be binding unless stated in writing and signed by both parties hereto. Each party agrees to work diligently and with its best efforts to promote and solicit additional freight forwarding customers and services. Each party shall maintain sufficient office staff and equipment in order to promote and provide freight forwarding services. Except as otherwise specifically set forth in this agreement the one party shall have no authority to sign on behalf of the other party any contract or other instrument except such as authorized in writing. One party shall have no authority to bind the other party by any promises or representations, unless the same shall have been previously and specifically authorized in writing by the other for a specified transaction. One party shall not be liable for the acts of the other party in the performance of the party's duties, except for acts caused directly by the party. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Each party will handle free-hand import shipments where receiving Collaborator will not be responsible but sending Collaborator will take full responsibility for any demurrage and detention charges from the ocean carrier and destination terminal if ultimate consignee either abandoned the cargo (for e.g.: illegal import, counterfeit, consignee filed bankruptcy, etc.) and/or undergoing local customs random or selected inspection where it's procedure exceeds the allowed free time given by the ocean carrier. It is the responsibility of the collaborator to provide local country requirements (consigning

party in bills of lading, contact person(s), legal transportation requirements etc.) upon agreement to this contract and furthermore to be kept current at all times.

#### Confidentiality

Collaborator shall not correspond or communicate with **DN's** customers directly unless authorized to do so by **DN**.

Collaborator agrees not to solicit, directly or indirectly, any of **DN's** customers and not to do business with any of **DN's** customers unless authorized to do so in writing by **DN**. In the event of a violation of this paragraph, **DN** shall be entitled to the issuance of immediate injunctive relief without the necessity of posting bond. Any such relief obtained by **DN** shall be binding and enforceable where Collaborator is located and any place Collaborator conducts business, and **DN** shall be entitled to enforcement of any such order or judgment in any location where Collaborator conducts business and Vice Versa.

#### **No Modification or Amendment Unless Written.**

These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company;

any attempt to unilaterally modify, alter or amend same shall be null and void.

#### **Governing Law; Consent to Jurisdiction and Venue.**

All disputes relating or however related to this contract, including those relating to its interpretation, validity, effectiveness, execution and resolution will be devolved to a conciliation attempt be accomplished according to the provisions of the regulation of conciliation at Ravenna Chamber of commerce conciliations office, which the parties expressly declare that they know and accept in full. The parties undertake to use the conciliation procedure before starting any judicial arbitration. In case conciliation not bring solution and legal proceedings are inevitable, they will be resolved by a binding arbitration. Arbitration shall be conducted by an arbitrator whose identity shall be agreed between the Parties. In the event the Parties do not agree on the appointment of the arbitrator, such arbitrator will be appointed by the President of the Italian freight forwarders council Association. The Arbitration shall be held in Ravenna, Italy and shall be governed by the Italian law. Any award issued as a result of such arbitration shall be final and binding upon the Parties as from the date it is made and shall be enforceable by any court having jurisdiction over the Party against whom enforcement is sought. The costs of the arbitration shall be borne as determined in the award. All the information mentioned in this agreement are referred to the real situation of the Company at time of signing.

Every noticeable change will be promptly communicated.

#### **Payments and Credit Terms.**

Terms of payment are fixed at the credit deadline 30 days from Invoice date by bank transfer clean from any intermediates bank fees. The undersigned / collaborator explicitly accepts the terms of payment and the consequent conditions of This Credit agreement. The Company / collaborator authorizes **DN** to keep directly in touch with reference people in order to evaluate and checking the named information. **DN** is distinctly authorized to keep as a warranty of the debit all the documents of the shipments in progress. Each day of delay it will be debited Interests as per Italian Central Bank.

Credit Handling Fee: Euro 5 per each Invoice. Missing to observe the granted terms will immediately suspend the credit agreement.

Company: **Delta Novel Srl WCA Member 14772**

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature:

Collaborator:

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature:

printout and send via fax to +390544590301 or email to [i.bandini@deltanovel.com](mailto:i.bandini@deltanovel.com)