

## INTERNATIONAL NON-EXCLUSIVE AGENTS MASTER AGREEMENT

This agreement is between:

KC Group Shipping Ltd  
South Suite, Foley House,  
5 Seaward Place, Centurion Business Park,  
Kinning Park, Glasgow. G41 1HH  
Scotland, United Kingdom.

Company Number: SC110547

VAT/Tax Registration Number: GB 498816184

BIFA (Forwarders' Association) / Membership Number: 1483

Hereinafter referred to as "AGENT A – KC GROUP SHIPPING"

AND

Agent's Full Name (herein referred to as "AGENT B")	
Agent's Address	
Company Number	
VAT / Tax Registration Number	
National Forwarders' Association / Membership Number	

**AGENT A** and **AGENT B** will herein be referred to as Agents.

This master agreement is bilateral between the agents, the objective of which is to establish responsibility, cost and liability of each party, in the mutual pursuit of developing International Freight Forwarding and Logistics Services.

### TERRITORY

**"AGENT A"** Territory shall mean **(UNITED KINGDOM)**

**"AGENT B"** Territory shall mean \_\_\_\_\_

### 1. GENERAL AGREEMENT

a) **AGENT A** and **AGENT B** hereby appoint each other as their non-exclusive freight forwarding agent (air

freight / ocean freight) for AGENT A in the United Kingdom, for AGENT B in \_\_\_\_\_.

- b) The Agents shall actively co-operate in International Freight Forwarding and Logistics services for shipments moving between their respective territories.
- c) Each agent is a member of their own national association of freight forwarders, hereinafter referred to as BIFA for Agent A and \_\_\_\_\_ for Agent B.
- d) Subject to the standard trading terms and conditions of each agent, normally provided by the respective national association of freight forwarders, each agent will provide or arrange full logistical services necessary for the movement of freight, via air or ocean or any other means, including ancillary support services and timely preparation and transmission of related documentation and/or electronic data, according to the standard trading terms and conditions of each Agent.
- e) Each Agent will be the supplier of services (the vendor or invoicing party) in their respective territories, and the receiver of services (the customer or invoicee) in the territory of the other. Use of the term “Agent” does not preclude either “Agent” as acting as “Cargo Principal” to the other or third parties as the case may be.
- f) Provided a House Bill of Lading (or equivalent air or sea waybill) is issued by an Agent to this agreement each agent will name the other as consignee on this and any Master Air Waybill, Master Sea Waybill, Master House Air Waybill or Master Ocean Bill of Lading.
- g) Otherwise (contrary to 1 f), if no House Bill of Lading (or equivalent) is to be issued, a Master Bill of Lading (or equivalent AWB, SWB) must be issued in the names only of the cargo interests (e.g. the exporter and importer) **and not** in the names of either agent to this agreement.
- h) Each agent and office thereof is an “Enrolled Member” their own national forwarders association at the time of any shipment or transaction. If either agent is or gains “terminated, departed or suspended” status within their own national forwarders association that agent will immediately inform the other.
- i) No Cross Trade / Triangular trade or third country shipments will be offered unless all parties to the transaction and documentation are “Enrolled Members” of their own national forwarders association.
- j) The Agents agree that the granting of credit for any freight charge is at the sole discretion and risk of the Agent extending such credit.
- k) All reasonable requests for information by one agent will be actioned upon receipt by the other agent.

## 2. PROFIT SHARING

- a) Freight will be transported at mutually agreed prefixed rates and the Agents will share freight profit and/or losses equally on a 50:50 basis.

- b) shipments are to be handled with a clear definition on profit share, if any.
- c) Other services not covered by the above agreement are to be negotiated at the time of shipment.

### 3. ACCOUNT SETTLEMENT AND CREDIT TERMS

Currency: To be in GBP £ Sterling, Euro €, US Dollar USD \$ or any type of convertible currency that was used during quotation.

**Payment terms:** Subject to approval of a credit application, remittances must be effected no later than 30 calendar days from the invoice date of the invoicing agent. Any dispute must be advised to the invoicing agent within three (3) calendar days of invoice receipt and solved within the first seven (7) calendar days and not affecting the payment date and credit terms. Agent A, KC Group Shipping Ltd.

**Credit:** Credit approval is subject to review and successful completion of each agents' credit application process. Either Agent can apply for thirty (30) calendar days of credit up to a maximum amount of **USD five thousand (5,000.00)**. If the credit limit or period is exceeded, the agent agrees to arrange the payment in the next three (3) working days. If, for any overdue debts incurred by Agent B, payment is not arranged within three (3) working days the provisions of Agent A's standard trading terms and conditions (BIFA Scotland) including **clause 21 (sub-clauses 21A to 21D)** thereof may be invoked by Agent A at any time thereafter. This will accelerate all *non-overdue debts to overdue status* and suspend, amend or cancel credit for Agent B at Agent A's sole discretion. Agent B will be entitled to operate a reciprocal arrangement for amending, suspending or cancelling credit terms for any of its overdue debts incurred by Agent A.

- a) AGENT A: KC Group Shipping Ltd, Finance Department  
South Suite, Foley House,  
5 Seaward Place, Centurion Business Park,  
Kinning Park, Glasgow G41 1HH  
Scotland, United Kingdom
- b) AGENT A: BANK DETAILS FULL ADDRESS ACCOUNT DETAILS:  
Bank of Scotland,  
54-62 Sauchiehall Street,  
Glasgow, G2 3AH, Scotland, United Kingdom

**GBP Sterling £ account:**

Sort code: 80-07-14;  
Account No 00501892;  
IBAN GB73 BOFS 80071400501892  
SWIFT Code BOFSGB2S



**USD \$ account:**

Account No 12197170

IBAN GB09BOFS80071412197170

SWIFT Code LOYDGB2L

**Euro € account**

Account No 59192138

IBAN GB51BOFS80071459192138

SWIFT Code LOYDGB2L

Except as otherwise provided, sender's bank charges are for the account of the sender and beneficiary bank charges are for the account of the beneficiary.

c) AGENT B Head Office Finance /Accounts Department details:

Contact Person (if any)	
Company Full Name and Address	
Bank Name	
Bank Address	
Currency (1)	
Account Number	
Sort Code	
IBAN code	
SWIFT code	
Currency (2)	
Account Number	
Sort Code	
IBAN code	
SWIFT code	
Partnerpay Details (if enrolled)	

#### 4. DISPUTES

If a dispute, controversy or claim arises out of or relates to this contract, or breach, termination or invalidity thereof, or involves disputed invoices and payment thereof, and if such dispute, controversy or claim cannot be settled and resolved through negotiation, then the parties agree in good faith to settle such dispute, controversy or claim through mediation and/or arbitration as provided under the standard trading terms and conditions of either party to this agreement at the option of the claimant.

## 5. OPERATIONAL RESPONSIBILITIES

- a) The Agents will provide total multimodal freight services, either independently or utilising the services of Third Parties. Each Agent assumes full responsibility for all Third Parties as selected by them.
- b) The Agents are to actively pursue, investigate and negotiate the best possible net freight rates for each service and to notify and offer these net rates to the other.
- c) The Agents agree to receive/accept cargo from each other ensuring cargo is received clean and in good order. In the event of shortages and/or damages or delays, notation will be made on the appropriate documentation and actioned immediately by carrier liability notifications upon receipt to all concerned parties.
- d) The Agents may draw up and agree between themselves other written operational procedures as may be required in the course of this agreement.

## 6. SALES AND PUBLIC RELATIONS

- a) The Agents agree to provide continuous sales, including sales leads and reports and actively engage in mutual promotion of joint services within their respective territory.
- b) Sales information, sales leads and /or Routing Orders obtained by either Agent will be freely exchanged.
- c) Agents agree to perform joint sales in each other's territory as required.
- d) Routed cargo will be considered as cargo solely of the routing Agent. Each agrees to refrain from soliciting such routed cargo from the other, directly or indirectly.

## 7. INSURANCE

Both parties agree that Cargo Insurance will not be included in the cost and profit share scheme and that it may be sold separately to the customer at each agent's entire discretion only. Both parties agree that they will insure their third party liabilities, with appropriate first class insurance cover, including but not limited to contractual liabilities under their respective terms and conditions of trading. A copy of each Agent's insurance certificate(s) will be provided to the other Agent on request of either Agent.

## 8. COMPLIANCE WITH APPLICABLE LAWS

- a) The Agents mutually agree that each will comply with all applicable laws in their respective territory including those laws compulsorily applicable to the domestic and international movement of goods by land, sea and air.
- b) This agreement shall be governed by and construed in accordance with the laws of each agent's respective territory. In case of conflict or doubt the laws of the country where the agent who is providing, arranging and invoicing the service is established shall take precedence.

## 9. SERVICE STANDARDS

- a) Agents agree, to the best of their ability, to adhere to international quality standards including, but not limited to, Quality Management System ISO 9001:2015; Hague Visby Rules (or equivalent treaty and Carriage of Goods by Sea Act in their respective jurisdictions), Authorised Economic Operator (AEO,EU/UK).
- b) Both Agents will refrain from any practices deemed illegal, unethical or subject to international trade sanctions in their respective countries and third party countries where goods will transit.

## 10. DEFAULT

- a) In case either party shall be in fault as to performing any of its essential obligations per this agreement for a period exceeding 30 days, the other party may terminate this agreement by reason of such default after having given written notice to the opposite party regarding such default, provided that the opposite party neglects to remedy such default within 30 days upon receipt of such notice.
- b) Both parties have entered this contract for a specific length of time. Notice of termination must be given in writing by registered mail, while a period of three months must be observed. Agreement is automatically liquidated when all debit notes are cleared, and no side has any claim within 1 month.

## 11. ASSIGNMENTS

The Agents may not, without the prior written consent of the other, assign this Master Agreement in whole or part to any other party.

## 12. AMENDMENTS

It is understood that this Agreement may from time to time be subject to amendment as circumstances warrant. Such amendments must be notified in writing to the other party and can only form a change if mutually agreed. A numbered and dated Appendix will be created to this Agreement noting any such amendment as mutually agreed.

### 13. DURATION AND TERMINATION

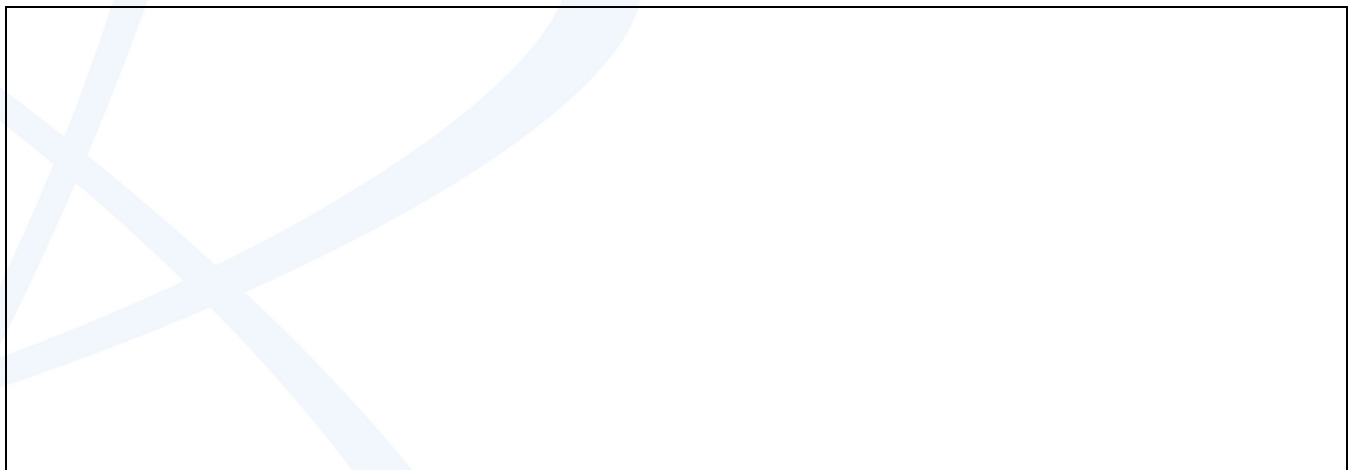
This Agreement will last six (6) months from the date of signing being automatically renewed unless terminated under conditions outlined herein or by notification of one to the other in writing via e-mail 30 days prior to the intended termination date.

### 14. INCORPORATION OF AGREEMENT –

subject to each agent’s standard terms and conditions of trading

- a) Where KC Group Shipping is the supplier of services (the invoicing party) to Agent B, and Agent B is the receiver of services (the invoicee) from KC Group Shipping, this Agreement will be subject to the current standard trading terms of the British International Freight Association (BIFA). These terms and conditions are available on the BIFA website: <https://bifa.org/information-guidance/trading-conditions/> and the current edition is: [https://bifa.org/wp-content/uploads/2025/09/113754\\_BIFA-STCs\\_2025\\_larger\\_text\\_v3.pdf](https://bifa.org/wp-content/uploads/2025/09/113754_BIFA-STCs_2025_larger_text_v3.pdf) For the avoidance of doubt, PDF copies of each Agent’s current standard terms and conditions of trading are appended to and form part of this Agreement.
- b) Such terms and conditions as specified hereinabove and below are hereby incorporated into this Agreement and take precedence over the terms of this agreement, in the event of any conflict of terms.
- c) Where Agent B is the supplier of services (the invoicing party) to KC Group Shipping and KC Group Shipping is the receiver of services (the invoicee) from Agent B this Agreement constitutes the entire agreement between the Parties to this agreement unless Agent B cites their own standard terms and conditions of trading hereunder and appends a PDF copy off their own standard terms and conditions of trading to this Agreement.

Insert Hyperlink to Agent B’s Standard Trading Terms and Conditions



## 15. COMPANY DIRECTORY AND AUTHORISED PERSONS FOR SIGNATURE

NAME	POSITION	E-MAIL
Chris McGowan	Operations Supervisor	chris.mcgowan@kcshipping.co.uk
Export CSU Department	Export Customer Service	exports@kcshipping.co.uk
Import CSU Department	Import Customer Service	imports@kcshipping.co.uk
Sarahjane Low	Head of Sales	Sarahjane.low@kcshipping.co.uk
Sales Department	Internal Sales Team	ist@kcshipping.co.uk
European Haulage Department	European Team	european@kcshipping.co.uk
Finance	Invoices	invoices@kcshipping.co.uk
Lisa McCormack	Financial Controller	lisa.mccormack@kcshipping.co.uk
David Milne	Managing Director	david.milne@kcshipping.co.uk

### AUTHORISED COMPANY SIGNATORIES

David Milne, Lisa McCormack, SarahJane Low, Christopher McGowan.



AGENT B DETAILS

NAME	POSITION	E-MAIL

AUTHORISED COMPANY SIGNATORIES

THIS AGREEMENT IS ENTERED INTO BY THE DULY AUTHORISED PERSONNEL OF:

**AGENT 'A'**

Company	KC Group Shipping Ltd
Name	
Position	
Signature	
Witness Name	
Witness Signature	
Date	

**AGENT 'B'**

Company	
Name	
Position	
Signature	
Witness Name	
Witness Signature	
Date	