

## Terms and Conditions

### ARTICLE 1

NAME: The registered legal entity is Cargo Equipment Experts Ltd., hereafter named CEE.

### ARTICLE 2

OFFICE OF THE CEE: The Directors of the CEE 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: CEE member criteria are based predominantly on ownership and operation of cargo equipment for movement and handling of heavy and abnormal loads. CEE members shall consist of bona-fide companies engaged in heavy haulage transportation and cargo handling, and/or other related activities within their respective areas/cities, deemed as appropriate by the Directors of CEE. Carriers and Manufacturers are listed as supporting industry.

(b) All CEE members must display the official CEE Logo in a prominent position on their respective Web Sites and this must be linked to the official CEE Web Site <http://www.cargoequipmentexperts.com>.

(c) The official language of the CEE shall be English.

### ARTICLE 4

OBJECT- Subject to the right of complete autonomy in the activities of CEE members, the object of the CEE 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 CEE 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 CEE.

### ARTICLE 5

(a) CODE OF ETHICS: To support fellow CEE 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. It is generally acknowledged that enquiries may take a reasonable time to finalize, but every effort should be made to forward acknowledgements and updates within 48 hours of receipt.

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

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

(f) Respect all CEE 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) CEE Directors establish procedures for handling Applications to become a CEE member.

(c) All Membership Applications must obtain approval from the CEE Directors.

(d) Membership of the CEE may be cancelled or suspended for good and sufficient cause as deemed appropriate by the CEE Directors.

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

(f) Notice of instant dismissal shall be final and binding and any cancellation or suspension will become effective immediately. Any reinstatement to the CEE 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 CEE members agree that immediately upon cancellation of membership to the CEE, they will honor and abide by that decision and immediately remove all reference to such membership status/CEE membership from their respective Web Sites.

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

#### ARTICLE 7

**DIRECTORS:** The Directors comprises the Governing Body of the CEE which shall set such policies as may be necessary from time to time to achieve the objectives of the CEE.

#### ARTICLE 8

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

#### ARTICLE 9

(a) **FINANCE:** Membership fees are US\$3,000-00 per annum / per member / per listing and shall be reconfirmed in every annual conference.

(b) The Directors can appoint full time employees and/or Contractors (i.e. General Manager, Treasurer, Secretarial, sales, marketing, operational, contractors etc), provided such overhead expenses are adequately covered within existing annual membership fee structure.

#### 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. The CEE Financial Year commences January 1st and concludes December 31st each year and new members are invoiced on a pro-rata basis to bring them in line with all other members. 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 CEE member resigning or dismissed in accordance with ARTICLE 6 shall not be entitled to any refund of dues in any event.

#### ARTICLE 11

All CEE members and listed supporting industry are automatically invited to attend annual conferences. The CEE expects all CEE members to fully support its activities and endeavor not to miss two conferences in succession.

#### 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 CEE 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 CEE and its Directors at all times. Any displays or evidence of disloyalty may be cause for removal from the CEE and consequential loss of membership.



## Cargo Equipment Experts Ltd.

### ARTICLE 14

AMENDMENTS: The CEE 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: The CEE bears no legal or financial responsibilities for individual CEE members' actions, but should the CEE ever be named party to litigation involving a CEE 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 CEE in every event and every respect. Agreement of securing a membership with CEE 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 CEE members and/or their clients do not place the CEE under any liability whatsoever.

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