



**Application for Radio Accounting Service**

<b>Vessel's Details</b>			
Name:	Call Sign:	Previous Name:	
Country of Registry:	MMSI:	IMO:	Gross Tonnage:
Inmarsat Terminal(s) on board: C/MINI-C <input type="checkbox"/> F33/55 <input type="checkbox"/> F77 <input type="checkbox"/> FBB <input type="checkbox"/>			
<b>Applicant Details</b>			
Name:			
Street/Avenue:		Building/Place:	
Town/City:		State/Province:	
Post/Zip code:		Country:	
Telephone:		Fax:	
Cellular:		E-Mail:	
<b>Agent or Company Responsible for the Settlement of Invoices (if different from above)</b>			
Name:			
Street/Avenue:		Building/Place:	
Town/City:		State/Province:	
Post/Zip code:		Country:	
Telephone 1:		Fax:	
Telephone 2:		E-Mail 1:	
Cellular:		E-Mail 2:	
<b>Contact Details in Case of Emergency:</b>			
Name:			
Telephone:		Fax:	
Cellular:		E-Mail:	

<b>Services Required</b>
Radio Accounting Plan: Standard <input type="checkbox"/> Representation <input type="checkbox"/>

<b>Payment Method (check box for desire payment method)</b>	Credit Card - VISA <input type="checkbox"/> Master Card <input type="checkbox"/>
<b>Wire Transfer-Banking Details</b> <input type="checkbox"/>	Company Credit Card <input type="checkbox"/> Personal Credit Card <input type="checkbox"/>
INTERMEDIARY: BANK OF AMERICA	Card Number:
BANK DETAILS: Swift: BOFAUS3M	Expiration Date ___/___ (mm/yy)   Three digits in the back: _____
ABA: 026009593	Name on Card:
NEW YORK, USA	Credit Card for: Billing Purposes Only <input type="checkbox"/>
FOR CREDIT TO: BAC INTERNATIONAL BANK INC	Credit Guarantee Purposes Only <input type="checkbox"/>
Swift Code: BCINPAPA	Billing and Credit Guarantee Purposes (Both) <input type="checkbox"/>
Account with BANK OF AMERICA:1901643303	I hereby authorize the use of my card for the above mentioned purposes: <input type="checkbox"/>
Address: Aquilino de la Guardia Street, Urb. Marbella	Cardholder signature:
PANAMA, REP. OF PANAMA	Credit Card Bank's Name:
BENEFICIARY: SHIPPING RADIO AND MANAGEMENT INT.	
ACCOUNT: Account No.: 612890101	
Address: AVE. SAMUEL LEWIS, EDIFICIO COMOSA PISO 1	

I/We agree to subscribe for Radio Accounting Authority Service – PG06 on the following terms and conditions attached, which terms and conditions shall apply on Shipping Radio & Management's acceptance of this application:

1. Shipping Radio & Management's Term & Conditions of Service; and
2. Shipping Radio & Management's Fees, Guarantee Deposit, Airtime Charges and Billing Terms and Conditions; and,
3. Including any amendments Shipping Radio & Management's may make from time to time to those terms and conditions.

I/We acknowledge that I/W have read and understood the above terms and conditions, and that the terms and conditions were provided by Shipping Radio & Management and/or are available from Shipping Radio & Management on written request.

I/We confirm that all information given by me/us in connection with this application is true and correct.

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| <ul style="list-style-type: none"> <li>• Please complete the form in capital/block letters only duly signed and fax to Shipping Radio Customer Services on <b>Fax Number: +507 265 3510</b> or email to <a href="mailto:info@shippingradio.com">info@shippingradio.com</a> in order to proceed with the commission of the ship.</li> <li>• Also send copy of provisional/statutory radio license.</li> </ul> |
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# TERMS & CONDITIONS

Vessel Name: \_\_\_\_\_

Call Sign: \_\_\_\_\_

## CLAUSE 1: TRAFFIC ACCOUNTING

**SHIPPING RADIO & MANAGEMENT INTERNATIONAL INC. (PG06)** shall undertake all radio traffic accounting services for the ship owner/manager/operator/customer \_\_\_\_\_, such work to include the calculation or verification of charges for messages, allocation of charges to interested parties, adjustments and payment of accounts received from telecommunication entities on an international basis, etc. and incidental correspondence.

## CLAUSE 2: CHARGES

- (a) The ship owner shall pay to the company the selected annual fee service:
  - i. Standard Plan: USD \$600.00
  - ii. Representation Plan: USD \$400.00 (this plan is only for the vessels without Inmarsat terminals)
- (b) The ship owner/manager/operator/customer shall pay to the company a guarantee fee of USD \$1500.00 payable at the beginning of the contract and would be returned 18 months after the termination of the contract and only if the ship does not present pending accounts. The only plan that not has a guarantee deposit is the representation plan.
- (c) An administration fee calculated at the rate of **10%** on all charges relating to radio traffic handled by or on behalf the ship and also a handling fee of USD \$15.00.

## CLAUSE 3: BILLING PROCEDURE

- (a) In accordance with the accepted standards of the industry, the invoices generated by SRM will be sent via e-mail or other electronic means, either for annual fee services or other air time used by the vessel; to be followed by such invoice sent by regular mail or courier at ship owner/manager/operator/customer expense; this last as confirmation of issuance.
- (b) It is the ship owner/manager/operator/customer responsibility to communicate any change in electronic or physical address to SRM E-Mail
- (c) The ship owner/manager/operator/customer has 48 hours to communicate by email to SRM any inconformity with said invoice; after said period payment is expected within 30 calendar days.
- (d) If the monitoring of a particular vessel account indicates at the discretion of SRM that the air time consumption for the month in question will exceed the vessels deposit of guarantee, SRM will notify the ship owner/manager/operator/customer and request a transfer of funds to cover the air time expenditure up to such date, giving the ship owner/manager/operator/customer 48 hours to provide full banking details of the transfer so made in order to avoid barring. Such credit will be reflected in the monthly air traffic invoice to be made

## CLAUSE 4: ACCOUNTING PROCEDURE

- (a) All charges as specified herein will be invoiced as above to the ship owner/manager/operator/customer. Failing full settlement by the ship owner/manager/operator/customer within 30 calendar days of invoice date, interest will be charged on all overdue amounts at 12% per annum calculated from date of invoice to date of payment. If the ship owner/manager/operator/customer does not fulfill the payment obligations we would have the right to bar all the communications from the ship and there will be a charge of USD \$100.00 per terminal to unbar the terminals. If ship owner/manager/operator/customer provides full swift bank transfer detail within 48 hours of being requested, barring will not proceed, unless funds are not received within the next 6 working days after being sent.
- (b) Ship owner/manager/operator/customer shall ensure that the radio offer submits full returns to the company at the end of each month during the currency of this agreement if verification is to be done by the company. Failing submission of such returns, which would constitute a breach of this agreement, the company in their discretion may invoice the ship owner in accordance with invoices received from the international entities.
- (c) Rate of exchange for Gold Francs and Special Drawing Rights will be according to the International Monetary Fund.
- (d) The Company (SRM) may decide to provide the services either as an ISP or Radio Accounting Authority and for such purposes it will inform the ship owner the adjustment he needs to undertake in the equipment.
- (e) Based on the STANDARD PLAN, the ship owner/manager/operator/customer is allowed to use any existing Land Earth Station, at the standard rates of airtime in the market and/or based on the Land Earth Station's published rates.

## CLAUSE 5: MAINTENANCE AND CONTROL OF RADIO STATION

- (a) The ship owner/manager/operator/customer shall supply and maintain at their own expenses an adequate a properly manned radio station.
- (b) The ship owner/manager/operator/customer shall ensure that the appointed radio officer shall comply with all requirements of the company and particularly those set out in the company's tariff rate list as is from time to time current and to the extent that such obligation was specifically included in this agreement.

- (c) The ship owner/manager/operator/customer shall not permit any use of the radio station in violation of any law and shall indemnify the company against the consequence of any such violation.
- (d) The ship owner/manager/operator/customer shall not allow to any direct billing agreement with any provider/distributor/anyone.

**CLAUSE 6: TERMINATION OF THE CONTRACT**

- (a) This agreement shall have a validity of 24 months (2 years), beginning the date that was signed or accepted as herein n below, by the ship owner/manager/operator/customer of the ship and sent via electronic means (e-mail) to be followed by original copy signed and sent via air-mail. Failure to sign and sent this present contract, having used SRM services either as Radio Accounting Authority appearing in ships navigational documents and or air-time is a sign of acceptance of the terms hereof, unless able to evidence non receipt of the same.
- (b) In case that the ship owner/manager/operator/customer of the ship decide to cancel the present contract, a notice in writing shall be send to SRM in a term no less than 60 calendar days before the date of expiry of the present contract.
- (c) In the event no notice is given within 60 days before termination of this contract, the same will be automatically renewed for a similar period. Notwithstanding in each anniversary date of the signing or acceptance, SRM may introduce amendments to the same which will be notified to the ship owner/manager/operator/customer for their approval, either by electronic means, mail or by not commenting on the same. If the ship owner/manager/operator/customer refuses to accept said amendments SRM may terminate the contract without recourse or punitive penalties.
- (d) If the ship owner/manager/operator/customer wishes to terminate the contract before expiration of its term, he must notify SRM, informing the reason, the purchaser full details, if it is to change registry and particulars of such or if vessel is to scrapped. In addition a penalty equivalent of three quarters of the representation fees will be payable for the remainder period of the contract, unless the new owner either keeps SRM as accounting authority or Uses SRM as ISP provider, in which case no penalty will be applicable.
- (e) In the event of the ship being lost or sold this agreement will be terminated upon receipt by company of notice of such loss or sale.
- (f) The ship owner/manager/operator/customer in accordance with the provisions of the ITU convention of which Panama is signatory, authorizes SRM to inform of the terms and conditions of this contract in order for the corresponding Panamanian authorities to provide all legal support and assistance in the proper execution of the same.

**CLAUSE 7: BREACH**

Breach of these provisions by the ship owner/manager/operator/customer will entitle the company without prejudice to their other rights arising hereunder to:

- (a) Notify all persons, bodies and authorities concerned that it declines responsibility for the payment of telegraph charges concerning the ship referred to herein and/or:
- (b) Terminate this agreement forthwith without prejudice to their right to claim damages in respect of the breach.

**CLAUSE 8: LIABILITY OF AGENT**

The party signing this agreement on behalf of the ship owner/manager/operator/customer hereby assumes jointly and severally with the ship owner/manager/operator/customer full liability for all the obligations of ship owner/manager/operator/customer arising out of this agreement.

**CLAUSE 9: JURISDICTION AND LAW**

This agreement shall be construed and shall take effect according to the laws of the Republic of Panama. The courts of the Republic of Panama have exclusive jurisdiction to determine any claim or dispute arising hereunder.

<p>_____</p> <p><b>Duly authorized to enter into the agreement for and on behalf of:</b></p> <p>_____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>
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<p><b>Dr. Carlos Raul Moreno</b></p> <p><b>Shipping Radio &amp; Management Int.</b></p> <p><b>Title:</b> <u>General Manager</u></p> <p><b>Date:</b> _____</p>
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