



**POINT LISAS INDUSTRIAL PORT DEVELOPMENT CORPORATION LIMITED ("PLIPDECO")
CREDIT FACILITY APPLICATION FORM**

INSTRUCTIONS:

Port Customers of the Port of Point Lisas who are interested in obtaining a Credit Facility from PLIPDECO must complete and sign this Credit Facility Application Form and deliver one (1) signed original together with all supporting documents listed under Section 2 herein to the address indicated below. The signed Credit Facility Application Form and all supporting documents listed under Section 2 herein must also be submitted *electronically* to the e-mail address indicated below.

Name of Addressee:	Point Lisas Industrial Port Development Corporation Limited
Address:	PLIPDECO House, Orinoco Drive, Point Lisas Industrial Estate, Couva
<u>Attention:</u>	Shelly Balkissoon, Manager – Marketing and Business Development
Telephone:	1-868-636-2201 extension 3516 or 3511
Facsimile:	1-868-636-4008
E-Mail:	creditapplication@plipdeco.com

PLIPDECO shall contact the Port Customer within **ten (10) business days** of receipt of the original signed Credit Facility Application Form with all requested documents to indicate whether the Credit Facility Application has been approved or not. PLIPDECO reserves the right to accept or reject any Credit Facility Application and does not bind itself to give reason(s) for its decision.

NOTE: Port Customers completing this Credit Facility Application Form are specifically advised that all services rendered by PLIPDECO under this Credit Facility are subject to the Standard Terms and Conditions outlined herein ("Credit Facility Standard Terms") and by signing and submitting this Credit Facility Application Form the Port Customer shall agree to be bound by the Credit Facility Standard Terms from the date of PLIPDECO's notification of Credit Facility approval.

Please complete all sections below and provide the required documentation:

SECTION 1 – TYPE OF CREDIT FACILITY

Please select the Services which will be subject to the Credit Facility (hereinafter referred to as "the Credit Facility"):

- Port Storage Rent
- Electricity Charges for Refrigerated Containers
- Container Not Loaded/Rolled Over to New Vessel
- Late Gate Request for Export Containers
- Container Seal Verification
- Other, please specify: _____

SECTION 2 – COMPANY INFORMATION

Company Name:			
Company Representative:			Position:
Registered Address:			
Business Address (if different to Registered Address)			
Mailing Address (if different to Registered Address)			
E-mail Address:			
Telephone Contact:	Office:	Ext.:	Fax: Mobile:

SUPPORTING DOCUMENTS:

Company Documents to be submitted with this Form:

- (1) Certificate of Incorporation/Continuance/Amendment (where applicable);
- (2) Notice of Registered Address;
- (3) Notice of Directors;
- (4) Latest filed Annual Return;
- (5) Notice of Secretary;
- (6) VAT Clearance Certificate dated not more than six (6) months prior to the date of submission; and
- (7) BIR Tax Clearance Certificate dated not more than six (6) months prior to the date of submission.

SECTION 3 – COMPANY INFORMATION FOR BILLING PURPOSES

The Port Customer shall complete the following and identify the specific Company Representative(s) responsible for receiving PLIPDECO's invoices via e-mail and processing payments to PLIPDECO. Port Customers are advised that multiple Representative(s) may be stated and Port Customers are to advise PLIPDECO of any changes to this information in a timely manner:

Billing Address (if different to Registered and Mailing Address)			
Name of Company Representative(s):		Position:	
Billing E-mail Address(es):			
Telephone Contacts:	Office:	Ext.	Fax: Mobile:

SECTION 4 - FINANCIAL INFORMATION

- (1) Name of Banker: _____
- (2) Address of Banker: _____
- (3) Name of Banking Officer: _____
- (4) Banker's Contact Information:

Telephone Contact:	Office:	Ext.	Fax:
E-mail Address:			

- (5) Other Financial Documents to be submitted with this form:
 - (i) Bank Referral Letter (to be dated no more than one [1] month prior to the date of submission);
 - (ii) Latest Audited Financial Statements; or
 - (iii) Management Accounts for the twelve (12) months period prior to the date of submission.

SECTION 5 – CREDIT REFERENCES

Please provide three (3) Credit References (who can be contacted by PLIPDECO) with contact details as follows:

Company Name (1):			
Name of Company Representative:		Position:	
Address:			
E-mail Address:			
Telephone Contact:	Office:	Ext.	Fax: Mobile:

Company Name (2):			
Name of Company Representative:		Position:	
Address:			
E-mail Address:			
Telephone Contact:	Office:	Ext.	Fax: Mobile:

Company Name (3):			
Name of Company Representative:		Position:	
Address:			
E-mail Address:			
Telephone Contact:	Office:	Ext.	Fax: Mobile:

I, _____, the undersigned, a duly authorized Representative of
Full Name of Representative
_____, the Company named in
Full Name of Company

Section 2 herein ("the said Company") by virtue of the Company's Bye-laws with due authority to bind the said Company, hereby confirm that:

- (i) I have read and understood the conditions and requirements contained in this Credit Facility Application Form;
- (ii) The information submitted in this Credit Facility Application Form is true and accurate; and
- (iii) I have read and understood the Credit Facility Standard Terms which shall apply to the Credit Facility Application Form attached hereto and agree to be bound by the terms and conditions outlined therein from the date of PLIPDECO's notification of Credit Facility approval.

Name [block letters]: _____

Signature: _____

Position [block letters]: _____

Date: _____ / _____ / _____
DATE MONTH YEAR



CREDIT FACILITY STANDARD TERMS AND CONDITIONS

WHEREAS the Port Customer named in Section 2 of the attached Credit Facility Application Form is desirous of PLIPDECO extending to it a Credit Facility for the Services selected in Section 1 of the attached Credit Facility Application Form (**hereinafter referred to as "the Credit Facility"**) and PLIPDECO now agrees to provide the Credit Facility to the Port Customer in accordance with the Standard Terms and Conditions hereinafter appearing (**hereinafter referred to as "these STC"**):

PLIPDECO and the Port Customer may sometimes hereinafter be referred to individually as "party" and collectively as "parties".

1. COMMENCEMENT DATE:

These STC shall commence from the date of PLIPDECO's notification to the Port Customer of its Credit Facility approval and shall continue unless terminated in accordance with the terms stated herein.

2. CREDIT FACILITY:

The Port Customer shall settle all outstanding invoices for the Services selected in Section 1 of the attached Credit Facility Application Form no later than **Thirty (30) calendar days from the date of PLIPDECO's invoice, which shall be forwarded to the Port Customer via electronic mail in accordance with the information stated in Section 3 of the attached Credit Facility Application Form.** In the event that the invoices for the Services selected in Section 1 of the attached Credit Facility Application Form are not settled by the Port Customer within Thirty (30) calendar days from the date of the invoice, the Port Customer shall pay PLIPDECO interest for late payment at a rate of two percent (2%) per day, such sum to be calculated by PLIPDECO Invoicing Department; and no further Credit Facility shall be extended pending settlement of all outstanding invoices together with any applicable interest charges.

3. PROCEDURE:

PLIPDECO and the Port Customer agree that the Port Customer shall be bound by the procedures that govern transactions at the Port of Point Lisas for the time being in force for services rendered relating to this Credit facility.

4. PORT CUSTOMER OBLIGATIONS:

In consideration of PLIPDECO extending the Credit Facility to the Port Customer, the Port Customer hereby agrees that:

- (i) All information provided in the attached Credit Facility Application Form and the accompanying documents (**hereinafter collectively referred to as "the Credit Facility Application"**) are true and accurate and should there be any material change in any of the information therein (in particular under Section 3 of the attached Credit Facility Application) the Port Customer shall immediately notify PLIPDECO of same;
- (ii) PLIPDECO shall be authorized to make such inquiries to verify the Port Customer's credit worthiness as PLIPDECO deems necessary, including contacting all references stated in the Credit Facility Application Form; and
- (iii) The Port Customer has obtained all necessary approvals to enter into these STC and that the person whose signature appears on the attached Credit Facility Application Form has the authority to enter into and agree to these STC on behalf of the Port Customer.

5. TERMINATION OF CREDIT FACILITY:

A Party may terminate the Credit Facility and these STC by giving to the other Party not less than one (1) month's prior written notice; or PLIPDECO may with immediate effect, in its absolute discretion, and without prejudice to any other remedy for breach, terminate these STC and discontinue the provision of the Credit Facility to the Port Customer. In the event of any breach of the terms of these STC by the Port Customer, particularly if the Port Customer fails to pay invoice(s) within Thirty (30) calendar days from the date of the invoice(s), PLIPDECO shall be entitled to terminate the Credit Facility with immediate effect and demand immediate payment of all outstanding invoices. Further, PLIPDECO reserves the right to permanently revoke this Credit Facility in respect of Port Customers that are found to be in breach of the STC for more than two (2) occasions in the same year.

6. NOTICES:

Any notice or other communication to be given or made hereunder shall be in writing and shall be deemed to have been given if delivered (by hand or by courier) or sent by first class pre-paid letter or by facsimile transmission

NOTICES (CONTINUED):

addressed in the case for PLIPDECO as stated in the Instructions section of the attached Credit Facility Application Form and addressed in the case of the Port Customer as stated in Section 2 of the attached Credit Facility Application Form.

7. VARIATION:

These STC shall not be varied except by an express agreement in writing signed by the parties.

8. NON-WAIVER:

No relaxation, forbearance, delay or indulgence by PLIPDECO in enforcing any of these STC or the granting of time by PLIPDECO to the Port Customer shall prejudice, affect or restrict the rights of PLIPDECO under these STC, neither shall any waiver of any breach of these STC operate as a waiver of any subsequent or continuing breach of these STC.

9. ENTIRE AGREEMENT:

These STC supersede all prior agreements, arrangements and understandings between PLIPDECO and the Port Customer and constitutes the entire agreement between PLIPDECO and the Port Customer relating to this Credit Facility. No addition to or modification of any provision of these STC shall be binding upon PLIPDECO or the Port Customer unless made by a written instrument signed by a duly authorised representative of each of the parties.

10. SEVERABILITY:

If any provision or condition of these STC is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of these STC.

11. RESOLUTION OF DISPUTES:

PLIPDECO and the Port Customer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with these STC.

12. GOVERNING LAW:

These STC shall be construed, governed by and interpreted in accordance with the Laws of the Republic of Trinidad and Tobago.

13. DISCLAIMER

PLIPDECO does not hold itself responsible for any loss that may be suffered by a Port Customer as a result of any suspension or revocation of this Credit Facility with or without notice.

14. REVISIONS

These STC may be revised from time to time in the absolute discretion of PLIPDECO.