

速客国际物流（上海）有限公司 标准营运条款

1. 在本营运条款中，以下词汇的含义如下：

"本公司"速客国际物流（上海）有限公司 [SEKO Logistics (Shanghai) Company Limited]。

"客户"指并包括付运人、收货人、货物的拥有人和/或本公司应其要求或代表其提供有关服务的任何人。

"货物"包括任何种类的货物、货品、商品和物品；及本公司或其代表不供应的任何货柜、拖车、油箱或托盘(包括用于储存或巩固货物的类似物品)。

"危险品"包括属于危险、爆炸性、易燃、放射性或损害性质的货物。

"海牙规则"指于1924年8月25日在布鲁塞尔签署的《统一提单的若干法律规定的国际公约》。

"货主"指货物的拥有人。

"有关服务"指本公司提供给客户的任何服务，例如承办或安排以航空、海路、内河航道、铁路和/或道路运送货物；及/或承办或安排货物的储存、装卸、包装、解开、巩固、去除巩固、收集、交付及/或其他处理方法。

"SDR"指国际货币基金组织所界定的特别提款权。

2.1. 本公司承办的所有业务均按本营运条款进行，该等条款应视为纳入本公司与客户之间的任何协议内。

2.2. 如在任何时间一项或以上的该等条文变成无效或非法、本营运条款的余下条文的有效性或合法性不应在任何方面受到影响。

2.3. 本公司可自行出具货运单、提单、仓单、货运收据、货物收据、联合运输文件或其他运载文件指定本公司为承运人。出具上述文件后，若其中的条款和条件与本营运条款不符，应以该等上述文件条款和条件为准。

2.4. 如本公司被认定为承运人，本公司应享有任何适用法律或法例赋予承运人的所有权利、豁免权、例外情况及责任限制。

2.5. 本公司并未自行出具提单而且就以海路或内河航道运送货物而言被认定为承运人，本公司的责任应按海牙规则第三和第四条厘定，而上述条款若与本营运条款不符，应以该等海牙规则条款为准。海牙规则第四(5)条的限额被视为100英镑的面值。

2.6. 在本营运条款中，表示单数的词语包括复数，反之亦然；表示某一性别的词语包括每一性别。

2.7. 凡本营运条款规定本公司须向客户发出通知，该通知在下列情况下应被视为已经发出：(i) 本公司并不知悉客户的地址、电邮地址或传真号码或(ii) 该通知不能通过其为本公司最后所知地址、电邮地址或传真号码送达客户。

2.8. 客户在本营运条款下的责任是连带的。

3. 与本公司进行任何业务的客户向本公司保证，客户是货主或其获授权不仅是为自己还为了货主接受本营运条款。

4. 客户进一步保证：

a. 所有货物已适当及充分地包装，而且本公司对于有关不适当或不充分地包装的货物的任何损失、损坏或任何其他索偿并不负责；及

b. 货物适合进行按照客户指示的运载、储存及任何其他处理方式；及

c. 其将完全遵守港口、机场、海关或其他机构的适用法律和法规。

5.1. 客户应就因本公司按照客户指示而行事而引起的或因客户违反保证或失责而引起的或因客户提供不准确资料或指示不足而引起的或因客户犯错、疏忽或故意失责而引起的所有索偿、责任、损失、损害、费用和开支(包括但不限于任何飞机、货柜和/或船只的损失和/或损害)对本公司作出补偿。

5.2. 客户保证，如有任何索偿把与本公司提供的有关服务相关的任何责任强加于本公司的任何雇员、代理或分包商，则不得对他们作出该等索偿。然而，若要作出任何上述索偿，客户应承担一切后果对本公司作出补偿。上述每一名雇员、代理和分包商应受惠于本文中对本公司有利的所有条款，犹如该等条款明文规定是为其利益而设的。就此而言，本公司为其本身以及作为每名上述的雇员、代理和分包商的代理人及受托人订立合约。

5.3. 就由任何人作出或提起的在本公司根据本营运条款的责任范围以外的所有索偿、费用和要求，客户应维护、补偿本公司并使本公司免受伤害，而上述补偿应包括因本公司的雇员、代理或分包商疏忽、犯错、故意犯错或故意失责而因本公司犯错或疏忽而引起的所有索偿、费用和要求。

5.4. 就任何对本公司提出的共同海损索偿及海难救助索偿，客户应维护、补偿本公司并使本公司免受伤害，客户应提供本公司所要求的担保。所有货物受制于共同海损及/或海难救助担保的留置权。如果在已将通知发送至最后为本公司所知的客户地址、电邮地址或传真号码后14天内客户仍未提供本公司接受共同海损及/或海难救助担保，则可按本公司的全权酌情决定出售(以公开拍卖或私人条约的形式)或处置货物，费用由客户承担，而所得款项(如有)(扣除与上述出售有关的开支后的净额)应用于清偿共同海损及/或海难救助分摊。如果客户并未收到本公司所发出要求客户提供共同海损及/或海难救助担保的通知，这并不影响本公司上述出售或处置货物的权利。客户负责支付货物因共同海损及/或海难救助担保被留置时产生的所有费用和开支(包括但不限于储存费用和滞期费)。

6. 除在先前书面作出的特别安排下之外，客户保证货物并非危险品，货物不构成类似危险，亦不可能造成损害。然而，如客户以有别于先前书面作出的特别安排的方式将任何该等货物交付至本公司或促使本公司处理任何该等货物，则无论本公司是否知悉该等货物的性质，客户应对因该等货物而造成的或对该等货物造成的或与该等货物有关的以及不论如何招致的所有开支、损失或损害负责，并应就因该等货物而引起的所有惩罚、索偿、损害赔偿、费用、开支及任何其他责任对本公司作出补偿，而该等货物可按本公司的全权酌情决定予以销毁或以其他方式处理，风险和开支由客户或货主承担，本公司无须承担任何责任。但如该等货物由本公司根据先前书面作出的安排处理，则可基于对其他货物、财产、生命或卫生构成的风险按本公司的全权酌情决定予以销毁，风险和开支由客户或货主承担，本公司无须承担任何责任。有可能造成损害的货物包括可能助长鼠患及滋生其他害虫的货物。

7. 除在先前书面作出的特别安排下之外，本公司将不会处理金条、银条、银行钞票、钱币、支票、债券、可转让文件和证券、宝石、贵金属物件、珠宝、贵重物品、古董、珍贵艺术品、牲畜或植物。然而，如客户以有别于先前书面作出的特别安排的方式将任何该等货物交付至本公司或促使本公司处理任何该等货物，则尽管任何该等货物的价值可能在随该等货物发出的任何文件上显示、申报或表示，本公司无须对该等货物承担任何责任(包括不论任何原因造成的任何损失、损害、错误交付、错误运送或延误)。

8.1. 如客户或货主没有在应接收货物的时间和地点接收货物，本公司有权(但无义务)储存货物，风险由客户和货主单独承担，届时本公司就上述储存的货物可能承担的任何责任应完全终止，而上述储存的费用应由客户向本公司支付。

8.2. 本公司有权(但无义务)出售(以公开拍卖或私人条约的形式)或处置因以下原因而本公司认为无法交付的所有货物：收货人的地址不正确或在已将通知发送至最后为

本公司所知的客户地址、电邮地址或传真号码后14天内，客户仍未领取或接收货物。如客户并未收到本公司所发出要求客户接收货物的通知，这并不影响本公司上述出售或处置未领取货物的权利。客户应支付就储存及出售及/或处置货物而产生的所有费用和开支(包括但不限于储存费用和滞期费)。

8.3. 与此有关的所有货物和文件应受制于就该等货物应付的金额的特留置权，或受制于客户应付予本公司的任何特定或一般余额或其他金额的一般留置权。如任何上述应付予本公司的金额在已将通知发送至最后为本公司所知的客户地址、电邮地址或传真号码后14天内仍未支付，则可按本公司的全权酌情决定出售(以公开拍卖或私人条约的形式)或处置货物，费用由客户承担，而所得款项(如有)(扣除与上述出售有关的开支后的净额)应用于清偿该等款项，如对出售货物所收到的价值有所减少，本公司无须对此负责，客户亦不得单纯因货物已经出售或处置而解除对任何未偿还债务的责任。如客户并未收到本公司所发出要求客户支付未偿还金额的通知，这并不影响本公司上述出售或处置货物的权利。客户负责支付货物被留置时产生的所有费用和开支(包括但不限于储存费用和滞期费)。

9.1. 客户应立即向本公司支付所有到期的金额而不得以任何索偿、反索或抵销的理由予以扣减。发票一向客户提供，便应向本公司付款。对于发票日期后起30天内未付的任何金额，本公司有权获得自发票日期起至付款之时按每月2%计算的利息。

9.2. 如货物运送以运费到付的方式进行，但收货人在货物到达交付地点之日起14天内并未接收货物，客户应负责支付所有未付运费，以及直至货物正式交付或根据第8.2条及/或8.3条出售或处置前产生的费用和开支(包括但不限于储存费用和滞期费)。

10.1. 本公司有权将本公司承办的任何有关服务的全部或任何部分以任何条款分割给任何代理或分包商。

10.2. 本公司保留全权酌情决定履行有关服务所遵循的方法、方式、路线和程序，包括货物的运载、储存及其他处理方法。本公司可自由采用任何方法、路线或程序，包括使用任何船只或将货物收藏在甲板之上或之下。按照上述酌情权或自由权所做的任何事不是任何性质或程度上的疏忽。

11. 如因本公司疏忽或犯错、或其雇员、代理或分包商疏忽、犯错、故意犯错或故意失责而导致货物有任何损失、损害、损坏、无法交付、错误交付(第12.1和12.2条所述的情况除外)、未经授权或交付或错误运送、或导致不遵照与货物有关的指示或导致不正确遵照与货物有关的指示，本公司应对与上述事件有关的任何索偿负责。然而，本公司的上述责任不得超过引起索偿的该部分货物的总重量每公升2 SDR的总额。

12.1. 如在没有本公司指示或事先批准而本公司的雇员、代理或分包商疏忽地或故意地在没有收回提单的情况下错误交付货物，本公司应对就上述错误交付货物提出的索偿负责。然而，本公司的上述责任不得超过错误交付的该部分货物的总重量每公升2 SDR的总额。

12.2. 如本公司的雇员、代理或分包商没有得到本公司的指示或事先批准而疏忽地或故意地将货物错误交付予无权收取货物的人，本公司应对就上述错误交付货物提出的任何索偿负责。然而，本公司的上述责任不得超过错误交付的该部分货物的总重量每公升2 SDR的总额。

13. 尽管本营运条款有任何其他相反的条文，但在遵守第2.3和2.5条规定的前提下，本公司对于与以下有关的任何索偿无须负责：

a. 任何延误、货物不能装船或装船后而被卸货、货物之离开或到达时间；或

b. 任何特别、附带、间接、相应或经济的损失(包括但不限于市场、利润、税项、退税、收入、业务或商誉的损失)；或

c. 因火灾、洪水、风暴、台风、爆炸、港口或机场拥塞、绕航、罢工、闭厂、停工或限制劳工而引起的任何损失、损害、开支或费用，

即使上述事件因本公司疏忽或犯错、或其雇员、代理或分包商疏忽、犯错、故意犯错或故意失责亦然。然而，如果尽管有上述规定，但本公司在法律上仍被判须对上述索偿负责，本公司的责任不得超过引起索偿的该部分货物的总重量每公升2 SDR的总额。

14. 如果有任何索偿是本公司在法律上被判须负责的，而本营运条款中没有任何其他条文(限制或免除本公司的责任)对该索偿适用，本公司的上述责任不得超过引起索偿的该部分货物的总重量每公升2 SDR的总额。

15. 本公司可承担超过第11、12.1、12.2、13和14条所列限制的责任，条件是(i) 货物价值已由客户书面申报并获本公司接受及(ii) 客户向本公司支付本公司决定的额外收费。额外收费的细节将应客户的书面要求提供。经接受的申报价值为本公司的责任限制并取代第11、12.1、12.2、13和14条的责任限制。

16. 本公司免费提供的服务和任何有关服务是根据本公司不会承担任何责任的基础提供的。

17. 双方同意，表面生锈、氧化、变色或因潮湿而造成的任何类似状况并非受损的状况而是属于货物的固有性质，而本公司只收看状况良好的货物，并不代表该等生锈、氧化、变色或类似状况在收货时并不存在。

18. 如有有关服务受到或有可能受到不论何时及如何导致的任何风险、延误、阻碍、困难或任何种类的不利条件(包括但不限于港口或机场拥塞、罢工、闭厂、停工、限制劳工，及/或客户并无支付已过期两个月或以上的有关服务收费)影响，本公司可终止及/或中止有关服务并将货物放置在任何地点以便客户处置货物，届时本公司就货物承担的责任和职责将终止。如在已将通知发送至最后为本公司所知的客户地址、电邮地址或传真号码后14天内，客户仍未处置货物，本公司有权(但无义务)出售(以公开拍卖或私人条约的形式)或处置货物，费用由客户承担。如客户并未收到本公司所发出要求客户处置货物的通知，这并不影响本公司上述出售或处置货物的权利。

客户负责支付直至货物已处置或出售前产生的所有未付有关服务收费及费用和开支(包括但不限于储存费用和滞期费)。

19. 针对本公司的任何索偿通知必须以书面提出并在货物交付日期或货物原应已交付之日或客户第一次知道可能引起索偿的事件之日(以最早发生者为准)起14天内送达本公司。如果客户未能将上述之书面索偿通知送达本公司而导致损害本公司在索偿案件上之权益，本公司应在任何情况下获解除与任何索偿有关的全部不论如何引起的一切责任。

20. 除非在货物交付日期或货物原应已交付之日或引起索偿的事件发生之日(以最早发生者为准)起九个月内在中国人民共和国法院向本公司提起诉讼，否则本公司应在任何情况下获解除与有关服务有关的全部不论如何引起的一切责任。

21. 在本营运条款中规定的抗辩、责任豁免和责任限制应适用于针对本公司的任何诉讼，不论该诉讼是建基于合约或侵权法。

22. 本营运条款及与本公司订立的任何合约应受中华人民共和国法律管辖。任何索偿或争议须由中华人民共和国的法院独家裁定而非由任何其他法院裁定。

SEKO Logistics (Shanghai) Company Limited

STANDARD TRADING CONDITIONS

1. In these Conditions, the following words have the following meanings:

"Company" means SEKO Logistics (Shanghai) Company Limited 速客国际物流(上海)有限公司.

"Customer" means and includes the shipper, the consignee, the owner of the goods and/or any person at whose request or on whose behalf the Company provides Services.

"goods" includes goods, wares, merchandise and articles of every kind whatever; and any container, trailer, tank or pallet (including similar articles of transport used to store or consolidate goods) not supplied by or on behalf of the Company.

"Dangerous Goods" includes goods that are of a dangerous, explosive, inflammable, radioactive or damaging nature.

"Hague Rules" means the International Convention for the Unification of certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924.

"Owner" means the owner of goods.

"Services" means any services of the Company provided for the Customer e.g. undertaking or arranging for carriage of goods by air, sea, inland waterway, rail and/or road; and/or undertaking or arranging for storage, loading, unloading, packing, unpacking, consolidation, de-consolidation, collection, delivery and/or other handling of goods.

"SDR" means Special Drawing Rights as defined by the International Monetary Fund.

2.1. All business undertaken by the Company is transacted subject to these Conditions, which shall be deemed to be incorporated in any agreement between the Company and the Customer.

2.2. If at any time one or more of such provisions becomes invalid or illegal, the validity or legality of the remaining provisions of these Conditions shall not in any way be affected.

2.3. The Company may issue its own waybill, bill of lading, godown warrant, haulage receipt, forwarder cargo receipt, combined transport document, or other documents of carriage naming the Company as the carrier. Where such a document is issued, the terms and conditions in it shall prevail in so far as they are inconsistent with these Conditions.

2.4. Where the Company is held to be a carrier, the Company shall be entitled to all the rights, immunities, exceptions and limitations conferred on the carrier by any applicable law or legislation.

2.5. Where the Company has not issued its own bill of lading and is held to be a carrier as far as carriage of goods by sea or inland waterway is concerned, the Company's liability shall be determined by Article III and Article IV of the Hague Rules, and the aforesaid Articles shall prevail in so far as they are inconsistent with these Conditions. The limitation amount in Article IV (5) of the Hague Rules is deemed to be the nominal value of 100 pounds sterling.

2.6. In these Conditions, words importing the singular include the plural and vice versa; words importing a gender include every gender.

2.7. Wherever it is provided in these Conditions that notice shall be dispatched by the Company to the Customer, such notice shall be deemed as having been dispatched if (i) the Company does not know the address, e-mail address or fax number of the Customer or (ii) the notice cannot reach the Customer through its address, e-mail address or fax number last known to the Company.

2.8. The Customer's liability under these Conditions shall be joint and several.

3. The Customer entering into any business with the Company warrants to the Company that the Customer is the Owner or it is authorized to accept these Conditions not only for itself but also for the Owner.

4. The Customer further warrants that:

a. all the goods have been properly and sufficiently packed and that the Company has no liability for any loss of, damage to or any other claims relating to the goods which are improperly or insufficiently packed; and

b. the goods are fit and suitable for the carriage, storage and any other handling in accordance with the Customer's instructions; and

c. it shall fully comply with applicable laws and regulations of ports, airports, Customs or other authorities.

5.1. The Customer shall indemnify the Company against all claims, liability, losses, damage, costs and expenses (including but not limited to loss of and/or damage to any aircraft, container and/or vessel) arising out of the Company acting in accordance with the Customer's instructions, or arising from a breach of warranty or obligation on the part of the Customer, or arising from the inaccurate information or the insufficient instructions provided by the Customer, or arising from the mistake, negligence or wilful default of the Customer.

5.2. The Customer undertakes that no claim shall be made against any employee, agent or sub-contractor of the Company if such claim imposes upon them any liability in connection with any Services provided by the Company. If any such claim should nevertheless be made, the Customer shall indemnify the Company against all consequences. Every such employee, agent and sub-contractor shall have the benefit of all the terms herein benefitting the Company as if such terms were expressly provided for his or its benefit. For these purposes, the Company contracts for itself and also as agent and trustee for each such employee, agent and sub-contractor.

5.3. The Customer shall defend, indemnify and hold harmless the Company from and against all claims, costs and demands whatsoever and by whomsoever made or preferred in excess of the liability of the company under the terms of these Conditions, and such indemnity shall include all claims, costs and demands arising from the negligence or mistake of the Company or from the mistake, negligence, wilful default or deliberate wrongdoing of the Company's employee, agent or sub-contractor.

5.4. The Customer shall defend, indemnify and hold harmless the Company in respect of any General Average claim and any Salvage claim that may be made against the Company, and the Customer shall provide such security as may be required by the Company. All goods shall be subject to a lien for General Average and/or Salvage security. If the Customer fails to provide General Average and/or Salvage security acceptable to the Company within 14 days after notice has been dispatched to the Customer's address, e-mail address or fax number last known to the Company, the goods may be sold by public auction or private treaty or may be disposed of at the sole discretion of the Company at the expense of the Customer, and the proceeds if any (net of the expenses in connection with such sale) shall be applied in satisfaction of General Average and/or Salvage contribution. In case the Customer does not receive the notice dispatched by the Company asking the Customer to provide General Average and/or Salvage security, such shall not affect the Company's aforesaid right to sell or dispose of the goods. The Customer is responsible for payment of all costs and expenses (including but not limited to storage costs and demurrage charges) being incurred when the goods are being liened for General Average and/or Salvage security.

6. Except under special arrangements previously made in writing, the Customer warrants that the goods are not Dangerous Goods, nor are goods of comparable hazard, nor are goods otherwise likely to cause damage. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle any such goods otherwise than under special arrangements previously made in writing, then whether or not the Company is aware of the nature of such goods, the Customer shall be liable for all expenses, losses or damage whatsoever caused by or to or in connection with such goods and howsoever arising, and shall indemnify the Company against all penalties, claims, damages, costs, expenses and any other liability whatsoever arising in connection with such goods, and such goods may be destroyed or otherwise dealt with at the risk and expenses of the Customer or the Owner in the sole discretion of and without any liability to the Company. If such goods are handled by the Company under arrangements previously made in writing, they may nevertheless be destroyed at the risk and expenses of the Customer or the Owner in the sole discretion of and without

any liability to the Company on account of risk to other goods, property, life or health. The goods that are likely to cause damage include goods that are likely to encourage vermin or other pests.

7. Except under special arrangements previously made in writing, the Company will not deal with bullion, bank notes, coins, cheques, bonds, negotiable documents and securities, precious stones, precious metal objects, jewellery, valuables, antiques, valuable works of art, livestock or plants. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle any such goods otherwise than under special arrangements previously made in writing, the Company shall be under no liability whatsoever in connection with such goods (including any loss, damage, misdelivery, misdirection or delay howsoever caused) and notwithstanding that the value of any such goods may be shown, declared or indicated on any documents accompanying such goods.

8.1. If delivery of the goods is not taken by the Customer or the Owner at the time and place when and where delivery should be taken, the Company shall be entitled (but is not obliged) to store the goods at the sole risk of the Customer and the Owner, whereupon any liability which the Company may have in respect of the goods stored as aforesaid shall wholly cease and the cost of such storage shall be paid by the Customer to the Company.

8.2. The Company is entitled (but not obliged) to sell by public auction or private treaty or to dispose of all goods which in the opinion of the Company cannot be delivered either because the consignee's address is incorrect or because the goods are not collected or accepted by the Customer within 14 days after notice has been dispatched to the Customer's address, e-mail address or fax number last known to the Company. In case the Customer does not receive the notice dispatched by the Company asking the Customer to take delivery of the goods, such shall not affect the Company's aforesaid right to sell or dispose of the uncollected goods. The Customer shall pay all costs and expenses (including but not limited to storage costs and demurrage charges) incurred in connection with the storage and the sale and/or disposal of the goods.

8.3. All goods and documents relating thereto shall be subject to a particular and general lien for monies due in respect of such goods, or for any particular or general balance or other monies due from the Customer to the Company. If any such monies due to the Company are not paid within 14 days after notice has been dispatched to the Customer's address, e-mail address or fax number last known to the Company, the goods may be sold by public auction or private treaty or may be disposed of at the sole discretion of the Company at the expense of the Customer, and the proceeds if any (net of the expenses in connection with such sale) shall be applied in satisfaction of such debts, and the Company shall not be liable for any reduction in value received on the sale of the goods, nor shall the Customer be relieved from the liability of any outstanding debts merely because the goods have been sold or disposed of. In case the Customer does not receive the notice dispatched by the Company asking the Customer to pay the outstanding monies, such shall not affect the Company's aforesaid right to sell or dispose of the goods. The Customer is responsible for payment of all costs and expenses (including but not limited to storage costs and demurrage charges) being incurred when the goods are being liened.

9.1. The Customer shall pay to the Company all sums immediately when due without deduction on account of any claim, counterclaim or set-off. Payment to the Company is due as soon as an invoice is rendered to the Customer. For any amount unpaid within 30 days from the date of the invoice, the Company shall be entitled to interest from the date of the invoice until payment at 2% per month.

9.2. If the shipment is on the freight collect basis but the consignee does not take delivery of the goods within 14 days from the date of the goods' arrival at the place of delivery, the Customer shall be responsible for payment of all the outstanding freight charges, and costs and expenses (including but not limited to storage costs and demurrage charges) incurred until the goods are duly delivered or are sold or disposed of as per Clauses 8.2 and/or 8.3.

10.1. The Company shall be entitled to sub-contract on any terms to any agents or sub-contractors the whole or any part of the Services whatsoever undertaken by the Company.

10.2. The Company reserves to itself absolute discretion as to the means, the manner, the routes and the procedures to be followed in the performance of the Services including the carriage, the storage and the other handling of the goods. The Company has liberty to use any means, routes or procedures, including using any vessel or stowing the goods on or under deck. Anything done in accordance with the aforesaid discretion or liberty shall not be a deviation of whatsoever nature or degree.

11. If there is any loss, damage, deterioration, non-compliance or miscompliance of instructions, non-delivery, misdelivery (other than the ones described in Clauses 12.1 and 12.2), unauthorized delivery or misdirection of or to or in connection with the goods that arises from the negligence or mistake of the Company or that arises from the negligence, mistake, wilful default or deliberate wrongdoing of the Company's employee, agent or sub-contractor, the Company shall be liable for any claim relating to the aforesaid incident. However, the Company's aforesaid liability shall not exceed a total of 2 SDR per kilogram of the gross weight of that part of the goods in respect of which a claim arises.

12.1. If there is any misdelivery of goods without production of Bill of Lading negligently or deliberately done by the Company's employee, agent or sub-contractor that has no instruction or prior approval of the Company, the Company shall be liable for any claim relating to the aforesaid misdelivery of goods. However, the Company's aforesaid liability shall not exceed a total of 2 SDR per kilogram of the gross weight of that part of the goods misdelivered.

12.2. If the Company's employee, agent or sub-contractor negligently or deliberately misdelivers the goods to a person (not entitled to receive the goods) without the Company's instruction or prior approval, the Company shall be liable for any claim relating to the aforesaid misdelivery of goods. However, the Company's aforesaid liability shall not exceed a total of 2 SDR per kilogram of the gross weight of that part of the goods misdelivered.

13. Notwithstanding any other terms in these Conditions to the contrary but subject to Clauses 2.3 and 2.5, the Company shall not be liable for any claim relating to:

a. any delay, goods shut out or off loaded, goods' departure or arrival time; or

b. any special, incidental, indirect, consequential or economic loss (including but not limited to loss of market, profit, tax, tax return, revenue, business or goodwill); or

c. any loss, damage, expense or cost arising from fire, flood, storm, typhoon, explosion, port or airport congestion, deviation, strike, lock out, stoppage or restraint of labour even if the aforesaid incident arises from the negligence or mistake of the Company or from the negligence, mistake, wilful default or deliberate wrongdoing of the Company's employee, agent or sub-contractor. However, if the Company is still legally held liable for the aforesaid claim despite the aforesaid provision, the Company's liability shall not exceed a total of 2 SDR per kilogram of the gross weight of that part of the goods in respect of which the claim arises.

14. If there is any claim that the Company is legally held liable, and no other terms in these Conditions (limiting or excluding the Company's liability) are suited to that claim, the Company's aforesaid liability shall not exceed a total of 2 SDR per kilogram of the gross weight of that part of the goods in respect of which the claim arises.

15. The Company may accept liability in excess of the limits set out in Clauses 11, 12.1, 12.2, 13 and 14 provided that (i) the value of the goods has been declared in writing by the Customer and accepted by the Company and (ii) the Customer pay to the Company additional charges as decided by the Company. Details of the additional charges will be provided upon written request by the Customer. The declared value accepted shall be the Company's limit of liability and shall replace the limits in Clauses 11, 12.1, 12.2, 13 and 14.

16. All and any Services provided by the Company gratuitously are provided on the basis that the Company will not accept any liability whatsoever.

17. It is agreed that superficial rust, oxidation, discoloration, or any like condition due to moisture is not a condition of damage but is inherent to the nature of the goods, and acknowledgement of receipt of the goods by the Company in apparent good order and condition is not a representation that such conditions of rust, oxidation, discoloration, or the like did not exist on receipt.

18. If the Services are or are likely to be affected by any risk, delay, hindrance, difficulty or disadvantage of any kind whatsoever and howsoever arising (including but not limited to port or airport congestion, strike, lock out, stoppage, restraint of labour, and/or the Customer's failure to pay the Services charges that have been outstanding for 2 months or more), the Company may terminate and/or abandon the Services and place the goods at any place for the Customer to

dispose of the goods, whereupon the Company's liability and responsibility in respect of the goods shall cease. If the Customer does not dispose of the goods within 14 days after notice has been dispatched to the Customer's address, e-mail address or fax number last known to the Company, the Company is entitled (but not obliged) to sell by public auction or private treaty or to dispose of the goods at the expense of the Customer. In case the Customer does not receive the notice dispatched by the Company asking the Customer to dispose of the goods, such shall not affect the Company's aforesaid right to sell or dispose of the goods. The Customer is responsible for payment of all the outstanding Services charges, and costs and expenses (including but not limited to storage costs and demurrage charges) incurred until the goods are disposed of or sold.

19. Any claim against the Company must be in writing and delivered to the Company within 14 days from the date of delivery of the goods or the date the goods should have been delivered or the date the Customer first knows about the event that may give rise to the claim, whichever is the earliest. If the Customer fails to deliver the aforesaid written claim notice to the Company and thereby prejudices the Company's position in the claim, the Company shall in any event be discharged of all liability whatsoever and howsoever arising in respect of the claim.

20. The Company shall in any event be discharged of all liability whatsoever and howsoever arising in respect of the Services unless suit is brought against the Company in the courts of the People's Republic of China within nine months from the date of delivery of the goods or the date the goods should have been delivered or the date of the event giving rise to the claim, whichever is the earliest.

21. The defences, exemptions and limitations of liability provided for in these Conditions shall apply in any action against the Company whether such action is founded in contract or in tort.

22. These Conditions and any contract with the Company shall be governed by the laws of the People's Republic of China. Any claim or dispute must be determined exclusively by the courts in the People's Republic of China and no other court.