

C.Y. CONTAINER LINE (SHANGHAI) CO., LTD. 華創國際貨運代理(上海)有限公司

標準營運條款

2013年2月21日生效

1. 在本營運條款中，以下詞彙的含義如下：

"本公司"指 C.Y. CONTAINER LINE (SHANGHAI) CO., LTD. 華創國際貨運代理(上海)有限公司。
"客戶"指並包括付運人、收貨人、貨物的擁有人和/或本公司應其要求或代表其提供有關服務的任何人。
"貨物"包括任何種類的貨物、貨品、商品和物品；及本公司或其代表不供應的任何貨櫃、拖車、油箱或托盤(包括用於儲存或鞏固貨物的類似物品)。
"危險品"包括屬於危險、爆炸性、易燃、放射性或損害性質的貨物。
"海牙規則"指於 1924 年 8 月 25 日在布魯塞爾簽署的《統一提單的若干法律規定的國際公約》。
"貨主"指貨物的擁有人。
"有關服務"指本公司提供給客戶的任何服務，例如承辦或安排以航空、海路、內河航道、鐵路和/或道路運送貨物；及/或承辦或安排貨物的儲存、裝卸、包裝、解開、鞏固、去除鞏固、收集、交付及/或其他處理方法。
"SDR"指國際貨幣基金組織所界定的特別提款權。

- 2.1. 本公司承辦的所有業務均按本營運條款進行，該等條款應視為納入本公司與客戶之間的任何協議內。
- 2.2. 如在任何時間一項或以上的該等條文變成無效或非法、本營運條款的餘下條文的有效性或合法性不應在任何方面受到影響。
- 2.3. 本公司可自行出具貨運單、提單、倉單、貨運收據、貨物收據、聯合運輸文件或其他運載文件指定本公司為承運人。出具有上述文件後，若其中的條款和條件與本營運條款不符，應以該等上述文件條款和條件為準。
- 2.4. 如本公司被認定為承運人，本公司應享有任何適用法律或法例賦予承運人的所有權利、豁免權、例外情況及責任限制。
- 2.5. 本公司並未自行出具提單而且就以海路或內河航道運送貨物而言被認定為承運人，本公司的責任應按海牙規則第三和第四條釐定，而上述條款若與本營運條款不符，應以該等海牙規則條款為準。海牙規則第四(5)條的限額被視為 100 英鎊的面值。
- 2.6. 在本營運條款中，表示單數的詞語包括複數，反之亦然；表示某一性別的詞語包括每一性別。
- 2.7. 凡本營運條款規定本公司須向客戶發出通知，該通知在下述情況下應被視為已經發出：(i) 本公司並不知悉客戶的地址、電郵地址或傳真號碼或(ii) 該通知不能通過其為本公司最後所知的地址、電郵地址或傳真號碼送達客戶。
- 2.8. 客戶在本營運條款下的責任是共同及各別的。
- 2.9. 與本公司進行任何業務的客戶向本公司保證，客戶是貨主或其獲授權不僅是為了自己還為了貨主接受本營運條款。
4. 客戶進一步保證：
 - a. 所有貨物已適當及充分地包裝，而且本公司對於有關不適當或不充分地包裝的貨物的任何損失、損壞或任何其他索償並不負責；及
 - b. 貨物適合進行按照客戶指示的運載、儲存及任何其他處理方式；及
 - c. 其將完全遵守港口、機場、海關或其他機構的適用法律和法規。

- 5.1. 客戶應因本公司按照客戶指示行事而引起的或因客戶違反保證或失責而引起的或因客戶提供不準確資料或指示不足而引起的或因客戶犯錯、疏忽或故意失責而引起的所有索償、責任、損失、損害、費用和開支(包括但不限於任何飛機、貨櫃和/或船隻的損失和/或損害)對本公司作出補償。
- 5.2. 客戶保證，如有任何索償把與本公司提供的有關服務相關的任何責任強加於本公司的任何僱員、代理或分包商，則不得對他們作出該等索償。然而，若要作出任何上述索償，客戶應就一切後果對本公司作出補償。上述每一名僱員、代理和分包商應受惠於本文中對本公司有利的所有條款，猶如該等條款明文規定是為其利益而設的。就此而言，本公司為其本身以及作為每名上述的僱員、代理和分包商的代理人及受託人訂立合約。
- 5.3. 就任何因作出或提起的在本公司根據本營運條款的責任範圍以外的所有索償、費用和要求，客戶應維護、補償本公司並使本公司免受傷害，而上述補償應包括因本公司的僱員、代理或分包商疏忽、犯錯、故意犯錯或故意失責或因本公司犯錯或疏忽而引起的所有索償、費用和要求。
- 5.4. 就任何對本公司提出的共同海損索償及海難救助索償，客戶應維護、補償本公司並使本公司免受傷害，客戶並應提供本公司所要求的擔保。所有貨物應受制於就共同海損及/或海難救助擔保的留置權。如果在已將通知發送至最後為本公司所知的客戶地址、電郵地址或傳真號碼後 14 天內客戶仍未提供本公司接受的共同海損及/或海難救助擔保，則可按本公司的全權酌情決定出售(以公開拍賣或私人條約的形式)或處置貨物，費用由客戶承擔，而所得款項(如有)(扣除與上述出售有關的開支後的淨額)應用以清償共同海損及/或海難救助分攤。如果客戶並無收到本公司所發出要求客戶提供共同海損及/或海難救助擔保的通知，這並不影響本公司上述出售或處置貨物的權利。客戶負責支付貨物因共同海損及/或海難救助擔保被留置時產生的所有費用和開支(包括但不限於儲存費用和滯留費)。
6. 除在先前書面作出的特別安排下之外，客戶保證貨物並非危險品，貨物不構成類似危險，亦不可能造成損害。然而，如客戶以有別於先前書面作出的特別安排的方式將任何該等貨物交付至本公司或促使本公司處理任何該等貨物，則無論本公司是否知悉該等貨物的性質，客戶應對該等貨物而造成的或對該等貨物造成的或與該等貨物有關的以及不論如何招致的所有開支、損失或損害負責，並應就因該等貨物而引起的所有懲罰、索償、損害賠償、費用、開支及任何其他責任對本公司作出補償，而該等貨物可按本公司的全權酌情決定予以銷毀或以其他方式處理，風險和開支由客戶或貨主承擔，本公司無須承擔任何責任。但如該等貨物由本公司根據先前書面作出的安排處理，則可基於對其他貨物、財產、生命或衛生構成的風險按本公司的全權酌情決定予以銷毀，風險和開支由客戶或貨主承擔，本公司無須承擔任何責任。有可能造成損害的貨物包括有可能助長鼠患及滋生其他害蟲的貨物。
7. 除在先前書面作出的特別安排下之外，本公司將不會處理金條、銀條、銀行鈔票、錢幣、支票、債券、可轉讓文件和證券、寶石、貴金屬物件、珠寶、貴重物品、古董、珍貴藝術品、牲畜或植物。然而，如客戶以有別於先前書面作出的特別安排的方式將任何該等貨物交付至本公司或促使本公司處理任何該等貨物，則儘管任何該等貨物的價值可能在隨該等貨物發出的任何文件上顯示、申報或表示，本公司無須對該等貨物承擔任何責任(包括不論任何原因造成的任何損失、損害、錯誤交付、錯誤運送或延誤)。

- 8.1. 如客戶或貨主沒有在應接收貨物的時間和地點接收貨物，本公司有權(但無義務)儲存貨物，風險由客戶和貨主單獨承擔，屆時本公司就上述儲存的貨物可能承擔的任何責任應完全終止，而上述儲存的費用應由客戶向本公司支付。
- 8.2. 本公司有權(但無義務)出售(以公開拍賣或私人條約的形式)或處置因以下原因而本公司認為無法交付的所有貨物：收貨人的地址不正確或在已將通知發送至最後為本公司所知的客戶地址、電郵地址或傳真號碼後 14 天內，客戶仍未領取或接收貨物。如客戶並未收到本公司所發出要求客戶接收貨物的通知，這並不影響本公司上述出售或處置未領取貨物的權利。客戶應支付就儲存及出售及/或處置貨物而產生的所有費用和開支(包括但不限於儲存費和滯期費)。
- 8.3. 與此有關的所有貨物應受制於就該等貨物應付的金額的特定留置權，或受制於客戶應予本公司的任何特定或一般餘額或其他金額的一般留置權。如任何上述應予本公司的金額在已將通知發送至最後為本公司所知的客戶地址、電郵地址或傳真號碼後 14 天內仍未支付，則可按本公司的全權酌情決定出售(以公開拍賣或私人條約的形式)或處置貨物，費用由客戶承擔，而所得款項(如有)(扣除與上述出售有關的開支後的淨額)應用以清償該等債項，如對出售貨物所收到的價值有所減少，本公司無須對此負責，客戶亦不得純因貨物已經出售或處置而解除對任何未償還債項的責任。如客戶並無收到本公司所發出要求客戶支付未償還金額的通知，這並不影響本公司上述出售或處置貨物的權利。客戶負責支付貨物被留置時產生的所有費用和開支(包括但不限於儲存費和滯期費)。
- 9.1. 客戶應即時向本公司支付所有到期的金額而不得以任何索償、反申索或抵銷的理由予以扣減。發票一向客戶提供，便應向本公司付款。對於發票日期後起 30 天內未付的任何金額，本公司有權獲得自發票日期起至付款之時按每月 2% 計算的利息。
- 9.2. 如貨物運送以運費到付的方式進行，但收貨人在貨物到達交付地點之日起 14 天內並無接收貨物，客戶應負責支付所有未付運費，以及直至貨物正式交付或根據第 8.2 條及/或 8.3 條出售或處置前產生的費用和開支(包括但不限於儲存費和滯期費)。
- 10.1. 本公司有權將本公司承辦的任何有關服務的全部或任何部分以任何條款分判給任何代理或分包商。
- 10.2. 本公司保留全權酌情決定履行有關服務所遵循的方法、方式、路線和程序，包括貨物的運載、儲存及其他處理方法。本公司可自由採用任何方法、路線或程序，包括使用任何船隻或將貨物收藏在甲板之上或之下。按照上述酌情權或自由權所做的任何事不是任何性質或程度上的繞航。
11. 如因本公司疏忽或犯錯、或其僱員、代理或分包商疏忽、犯錯、故意犯錯或故意失責而導致貨物有任何損失、損害、變壞、無法交付、錯誤交付(第 12.1 和 12.2 條所述的情況除外)、未經授權的交付或錯誤運送、或導致不遵照與貨物有關的指示或導致不正確遵照與貨物有關的指示，本公司應對與上述事件有關的任何索償負責。然而，本公司的上述責任不得超過引起索償的該部分貨物的總重量每公升 2 SDR 的總額。
- 12.1. 如在沒有本公司指示或事先批准而本公司的僱員、代理或分包商疏忽或故意地在沒有收回提單的情況下錯誤交付貨物，本公司應對就上述錯誤交付貨物提出的索償負責。然而，本公司的上述責任不得超過錯誤交付的該部分貨物的總重量每公升 2 SDR 的總額。
- 12.2. 如本公司的僱員、代理或分包商沒有得到本公司的指示或事先批准而疏忽地或故意地將貨物錯誤交付予無權收取貨物的人，本公司應對就上述錯誤交付貨物提出的任何索償負責。然而，本公司的上述責任不得超過錯誤交付的該部分貨物的總重量每公升 2 SDR 的總額。
13. 儘管本營運條款有任何其他相反的條文，但在遵守第 2.3 和 2.5 條規定的前提下，本公司對於與以下有關的任何索償無須負責：
 - a. 任何延誤、貨物不能裝船或裝船後而再被卸貨、貨物之離開或到達時間；或
 - b. 任何特別、附帶、間接、相應或經濟的損失(包括但不限於市場、利潤、稅項、退稅、收入、業務或商譽的損失)；或
 - c. 因火災、洪水、風暴、颱風、爆炸、港口或機場擁塞、繞航、罷工、閉廠、停工或限制勞工而引起的任何損失、損害、開支或費用，即使上述事件因本公司疏忽或犯錯、或其僱員、代理或分包商疏忽、犯錯、故意犯錯或故意失責亦然。然而，如果儘管有上述規定，但本公司在法律上仍被判定對上述索償負責，本公司的責任不得超過引起索償的該部分貨物的總重量每公升 2 SDR 的總額。
14. 如果有任何索償是本公司在法律上被判須負責的，而本營運條款中沒有任何其他條文(限制或免除本公司的責任)對該索償適用，本公司的上述責任不得超過引起索償的該部分貨物的總重量每公升 2 SDR 的總額。
15. 本公司可承擔超過第 11、12.1、12.2、13 和 14 條所列限制的責任，條件是(i) 貨物價值已由客戶書面申報並獲本公司接受及(ii) 客戶向本公司支付本公司決定的額外收費。額外收費的詳情將應客戶的書面要求提供。經接受的申報價值為本公司的責任限制並取代第 11、12.1、12.2、13 和 14 條的責任限制。
16. 本公司免費提供的所有和任何有關服務是根據本公司不會承擔任何責任的基礎提供的。
17. 雙方同意，表面生鏽、氧化、變色或因潮濕而造成的任何類似狀況並非受損的狀況而是屬於貨物的固有性質，而本公司認收看來狀況良好的貨物，並不代表該等生鏽、氧化、變色或類似狀況在收貨時並不存在。
18. 如有關服務受到或有可能受到不論何時及如何導致的任何風險、延誤、阻礙、困難或任何種類的不利條件(包括但不限於港口或機場擁塞、罷工、閉廠、停工、限制勞工，及/或客戶並無支付已過期兩個月或以上的有關服務收費)影響，本公司可終止及/或中止有關服務並將貨物放置在任何地點以便客戶處置貨物，屆時本公司就貨物承擔的責任和職責將終止。如在已將通知發送至最後為本公司所知的客戶地址、電郵地址或傳真號碼後 14 天內，客戶仍未處置貨物，本公司有權(但無義務)出售(以公開拍賣或私人條約的形式)或處置貨物，費用由客戶承擔。如客戶並未收到本公司所發出要求客戶處置貨物的通知，這並不影響本公司上述出售或處置貨物的權利。客戶負責支付直至貨物已處置或出售前產生的所有未付有關服務收費及費用和開支(包括但不限於儲存費和滯期費)。
19. 針對本公司的任何索償通知必須以書面提出並在貨物交付日期或貨物原應已交付之日或客戶第一次知道可能引起索償的事件之日(以最早發生者為準)起 14 天內送達本公司。如果客戶未能將上述之書面索償通知送達本公司而導致損害本公司在索償案件上之權益，本公司應在任何情況下獲解除與任何索償有關的全部不論如何引起的一切責任。
20. 除非在貨物交付日期或貨物原應已交付之日或引起索償的事件發生之日(以最早發生者為準)起九個月內在中華人民共和國法院向本公司提起訴訟，否則本公司應在任何情況下獲解除與有關服務有關的全部不論如何引起的一切責任。
21. 在本營運條款中規定的抗辯、責任豁免和責任限制應適用於針對本公司的任何訴訟，不論該訴訟是否建基於合約或侵權法。
22. 本營運條款及與本公司訂立的任何合約應受中華人民共和國法律管轄。任何索償或爭議須由中華人民共和國的法院獨家裁定而非由任何其他法院裁定。

C.Y. CONTAINER LINE (SHANGHAI) CO., LTD. 華創國際貨運代理(上海)有限公司
STANDARD TRADING CONDITIONS
Effective 21/2/2013

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

"Company" means C.Y. CONTAINER LINE (SHANGHAI) CO., LTD. 華創國際貨運代理(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, goods 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:

- 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
- the goods are fit and suitable for the carriage, storage and any other handling in accordance with the Customer's instructions; and
- 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 benefiting 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), unauthorised 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:

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