

The Customer's attention is drawn to these standard trading conditions, which exclude or limit the Company's liability and may require the Customer to indemnify the Company in certain circumstances.

All business undertaken by the Company is subject to these standard trading conditions and the terms and conditions of any Transport Document issued by the Company or a Carrier for Services supplied to the Customer. The use of the Customer's own forms does not affect these standard trading conditions which shall prevail, to the extent of any inconsistency. Use of the Services constitutes an acceptance of these standard trading conditions and any Transport Documents by the Customer.

## 1. Definitions

"Carrier" means the party identified on the Transport Document acting as carrier engaged to carry the Goods and other ancillary services.

"Company" means AMI Asia HK Limited, its servants, agents and subcontractors and includes any or all companies related to any subsidiary of the foregoing.

"Container" means any container, trailer, transportable tank, flat, pallet or other packaging or article used to carry, consolidate, store or package the Goods.

"Customer" means the person acquiring Services from the Company as well as the shipper, consignee, receiver, owner or bailor of the Goods.

"Dangerous Goods" means Goods which are in fact or at law noxious, dangerous, hazardous, explosive, radioactive, inflammable or capable by their nature of causing damage or injury to their Container, other Goods or to any persons or animals, or property.

"Goods" means the whole and any part of the chattels, articles and things tendered under this agreement by the Customer and includes the Container of the Goods.

"Guadalajara Convention" means the Convention supplementary to the Warsaw Convention, for the unification of certain rules relating to international carriage performed by a person other than the contracting carrier signed at Guadalajara on 18 September 1961.

"Hague-Visby Rules" means the International Convention for the Unification of certain rules Relating to Bills of Lading signed at Brussels on 25 August 1924 Rules") as amended by the Protocol signed at Brussels on 23 February 1968 (and, where applicable, the Protocol signed at Brussels December 1979).

"Insolvency Event" means any circumstance in which the Customer is unable to pay any amounts that have become due and payable and includes liquidation, official management, administration, compromise arrangement, merger, amalgamation, reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or a similar procedure or, where applicable, changes in the constitution of any partnership or person, or death.

"Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air done at Montreal on 28 May 1999.

"Person" includes corporation, firm or other entity.

"Services" means all services supplied by the Company to the Customer (whether gratuitously or not) and includes but is not limited to any advice or information, carriage, storage, lifting, packing, warehousing, handling, installation, removal, assembly, consolidation, insurance of the Goods, breakbulk, import and export services, customs clearance and arranging provision of these Services by a third party.

"Warsaw Convention" means The Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw on 12 October 1929 or the Convention as amended at The Hague, 28 September 1955, whichever may be applicable.

"Transport Document" means any house or main air waybill, bill of lading, sea waybill, warehouse receipt, consignment note, contract of carriage, ships delivery order or other document issued by the Company, Carrier or a third party providing Services in respect of the Goods.

## 2. Application of Conditions

- (1) Subject to Clauses 2(2) and 2(3) all and any Services, whether gratuitous or otherwise, are provided subject to these Conditions which are deemed to be incorporated in any agreement between Company and the Customer, to the exclusion of all other terms and conditions furnished by the Customer or any other persons on their behalf.
- (2) If any legislation is compulsorily applicable to any Service, these Conditions shall as regards such Service be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of any of its Rights and Defences or as an increase of any of its liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such Service be void to that extent but no further.
- (3) Where the Company (in its own name) issues its own bill of lading or waybill (air or sea or road) or cargo receipt in pursuance of the Montreal Convention and provides in it that it contracts as a carrier, or otherwise enters into any separate contract in writing on other terms and conditions for any Service, the terms and conditions ("Separate Terms") embodied or incorporated in such bill of lading, waybill, cargo receipt, or separate contract shall be paramount and prevail in respect of the Service contracted for to the extent that these Conditions are in conflict with the Separate Terms; PROVIDED that where:
  - (a) the provisions of these Conditions on any matter are not in conflict with the applicable terms of the Separate Terms; or
  - (b) in respect of any matter about which the Separate Terms are silent

the provisions of these Conditions, unless otherwise expressly stated in the Separate Terms, shall continue to apply and be operative. For the avoidance of doubt, the signing or issue of a bill of lading or waybill or cargo receipt by the Company as agent of a third party is not a document issued by the Company making that document its own bill of lading or waybill or cargo receipt.

## 3. Variation of Contract

The Company shall not be bound by any agreement purporting to vary these standard trading conditions unless the agreement is in writing and signed on behalf of the Company by one of its directors.

## 4. The Company's Role

- (1) The Company reserves to itself the discretion to provide any service as a principal or to procure as an agent the provision of the required service by third party(ies).
- (2) The Company acts as a principal in respect of a Service if and to the extent that one or more of the following is applicable:
  - (a) the Service is performed by the Company itself and the Goods are in its actual custody and control;

- (b) where (as described in Clause 2(3)) the Company issues its own bill of lading or waybill or cargo receipt as a carrier or enters into a separate contract and under the Separate Terms the Company contracts as a principal;
  - (c) under any compulsorily applicable law the Company is or is deemed to be providing the Service as a principal.
- (3) The Company shall not be taken to be acting as a principal in respect of any Service by reason only of any one or more of the following:
    - (a) the charge by the Company of an inclusive price;
    - (b) the supply by the Company of its owned or leased equipment and/or facilities;
    - (c) the arrangement by the Company for Goods to be forwarded, carried, transported, stored or otherwise handled together or in consolidation with other goods.
  - (4) Save as provided in Clause 4(2), all Services to the Customer are provided by the Company as agent. Without prejudice to the generality of the foregoing sentence, the Company always acts as an agent:
    - (a) where the Company procures the issue of a third party bill of lading or waybill (air or sea or road) or other transport documents (including but not limited to cargo receipts under the Montreal Convention) containing or evidencing a contract of carriage between a third party and the Customer (whether or not the same is expressly signed/issued by the Company as agent of the third party);
    - (b) when the Company provides any Service in respect of or relating to customs clearance or other requirements, taxes, licences, consular documents, certificates of origin, inspection, other certification and other services similar or incidental thereto; or
    - (c) where the Company assists the Customer in placing insurance
  - (5) The Company is not a common service provider and never a common carrier, and may in its sole discretion refuse to provide any service to any person.

## 5. As Agent

- (1) When the Company acts as agent, the Company shall be entitled, and the Customer hereby expressly authorizes the Company, to:
  - (a) enter into (in the name of the Customer or Owner or the Company or otherwise) all and any contracts with any third party on any terms (including standard trading terms and terms exempting or limiting liability of such third party); and
  - (b) do all and any other acts

on behalf of the Customer in relation to the performance or fulfillment of the Customer's instructions. Matters authorized aforesaid include without limitation selecting, engaging and contracting with any carriers, forwarders, truckmen, receiving agents, delivery agents, warehousemen, packers and other service providers.

- (2) The Company shall be entitled in its sole discretion to delegate on any terms its authority in whole or in part.
- (3) In entering into any contract or doing any act as referred to in Clause 5(1), the Company does not itself make or purport to make any contract with the Customer for provision of the services by itself and acts solely on behalf of the Customer and/or Owner in procuring the required services by third party(ies) so that the contractual relationship is between the Customer and/or Owner and the third party(ies). The Company shall have no liability or responsibility whatsoever in respect of any act, or omission, negligence, neglect or default of the third party(ies) or in respect of the Goods. The Customer agrees to be bound by all and any such contracts and acts, and shall defend, indemnify and hold harmless the Company from and against any Liabilities which the Company may incur or suffer arising from or in connection with such contracts or acts.

## 6. As Principal

- (1) If the Company acts as a principal in relation to a Service, then subject to Clause 2(2) and any contrary provisions of the Separate Terms (if any), this Clause 6 and the other provisions of these Conditions shall apply.
- (2) Where the Company acts as a principal in relation to a Service, the Company shall have full liberty to perform the Service itself, or to sub-contract on any terms whatsoever the whole or any part of the Service. In respect of any Service (or any part thereof) sub-contracted:
  - (a) The Company shall have full benefit of the Rights and Defences available to the sub-contractor(s) (whether in contract or under statute or otherwise in law) as if such Rights and Defences were expressly incorporated herein for the benefit of the Company, and the liability of the Company shall be limited to the amount recoverable by the Company from the sub-contractor(s).
  - (b) Where the Company sub-contracts any Service (or any part thereof) to a third party, the Customer shall defend, indemnify and hold harmless the Company from and against any Liability which the Company may incur or suffer arising from or in connection with such sub-contract or sub-contracting arrangements, unless such Liability is caused by the wilful default or wilful misconduct of the Company.
- (3) Where the Company acts as a principal in the carriage of Goods, the Company's liability (if any) for loss or damage or delay of Goods shall be determined as follows:
  - (a) If the stage of carriage during which the loss or damage or delay occurred is known, the Company's liability shall be determined by the provisions of any international convention or national law the provisions of which:
    - (i) cannot be departed from by private contract to the detriment of the claimant; and
    - (ii) would have applied if the claimant had made a separate and direct contract with the Company in respect of the particular stage of carriage during which the loss or damage or delay occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable

AND the Company shall be entitled to all Rights and Defences under or pursuant to such international convention or national law as well as other Rights and Defences under these Conditions which are not repugnant to such international convention or national law.

- (b) In any other case (including without limitation where (i) the stage of carriage during which the loss or damage or delay occurred is unknown, or (ii) although such stage is known, no international convention or national law would apply by virtue of Clause 6(3)(a) to such loss or damage or delay), the Company's liability shall be

determined in accordance with these Conditions including (without limitation) in particular Clause 18.

- (4) The international conventions which may be applicable include (a) in relation to carriage by sea, the Hague Rules and the Hague-Visby Rules and (b) in relation to carriage by air, the Warsaw Convention, Guadalajara Convention and Montreal Convention. The Customer is hereby notified that the applicable international conventions do generally contain provisions limiting or exempting liability of carriers in certain circumstances.
- (5) In respect of carriage by air the following notice is hereby given:

"If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and that the Warsaw Convention governs and in most cases limits the liability of carriers in respect of loss of or damage or delay to cargo.

The agreed stopping places (which may be altered by carrier in case of necessity) are those places, except the place of departure and the place of destination, set forth on the face of the air waybill or shown in carrier's timetables as scheduled stopping places for the route."

Further, for the avoidance of doubt it is hereby declared that for the purpose of Article 9 of the (unamended) Warsaw Convention signed on 12 October 1929, cargo shall not be deemed to be accepted by carrier until the waybill has been made out.

- (6) Without prejudice to the generality of Clause 6(2) and the Company's other Rights and Defences, where the owner, charterer or operator of the vessel concerned or any other person entitled establishes a limitation fund pursuant to the applicable International Convention on the Limitation of Liability for Maritime Claims or applicable national law, then the Company's liability shall be limited to that proportion of the limitation fund as allocated to the Goods concerned.
- (7) The Both to Blame Collision and New Jason Clauses published by the Baltic and International Maritime Council and obtainable from the Company or its agent upon request are hereby incorporated in these Conditions.

Without prejudice to the generality of Clause 6(2), if the Company incurs any Liability under a Both to Blame Collision Clause or New Jason Clause or any other similar clause under any sub-contract entered into for the purpose of any Service to the Customer or Owner, the Customer shall defend, indemnify and hold harmless the Company from and against such Liability.

## 7. Regulations Relating to Goods

The Customer shall comply with the requirements of any applicable law relating to the nature, condition and packaging of the Goods and the expenses and charges of the Company in complying with the provisions of any such law or with any order or requirement thereunder or with the requirement of any harbour, dock, airport, railway, shipping, customs, warehouse or other authority or corporation shall be paid by the Customer and the Customer shall provide to the Company all such assistance, information and documents as may be necessary to enable the Company to comply with such laws, orders or requirements.

## 8. Dangerous, Prohibited and Other Goods

- (1) The Customer shall not tender any Dangerous Goods for carriage or storage without presenting to the Company a full description thereof and giving such notice of intention to ship or bail Dangerous Goods and comply with any applicable laws, regulations or requirements. If any Goods are, in the opinion of the Company, liable to become of a dangerous, inflammable or damaging in nature, they may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Customer and without prejudice to the Company's right to freight and charges.
- (2) Whether or not the Customer was aware of the nature of the Goods, the Customer shall indemnify the Company against all claims, losses, damages or expenses arising in consequence of any breach of the provisions of this clause.
- (3) The Customer shall not tender any Goods for carriage that are prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organisation), ADR (European Road Transport Regulation on dangerous goods), any applicable government department or other relevant organization.
- (4) The Customer shall not tender for carriage any counterfeit goods, plants, animals, fish, birds (live), bullion (or any precious metal), cash (current legal tender, bank notes, currency notes and coins), bandedrols/tax stickers, bearer form negotiable instruments, precious metals and stones, jewellery and watches, antiques and works of art, furs and ivory, china, crystal, marble or enamel goods, perishable or fragile goods and regulated waste dangerous goods, real or imitation firearms or parts thereof, weapons, explosives and ammunition, batteries, human remains or ashes, pornography or illegal narcotics/drugs, cigarettes. Further, the Customer shall communicate to its customers that the above items are prohibited to be transported and shall indemnify the Company for any loss, damage or expense suffered by the Company as a result of the Customer's failure to comply with this clause.
- (5) Should (in the absence of special arrangements previously agreed in writing by the Company) Customer nevertheless tender or cause to be tendered for Services any Goods in breach of Clause 8(1) to (4), then, irrespective of whether the Company, its servants, agents or sub-contractors are or ought to be aware of the nature thereof and irrespective of whether any description or declaration of the nature or value of the Goods is contained in any documents relating to or accompanying the Goods, the following shall apply:
- no liability whatsoever and howsoever arising will be accepted by the Company, its officers, servants, agents or sub-contractors for or in connection with such Goods;
  - the Customer shall be liable for all and any loss and damage of whatsoever nature howsoever caused by or to or in connection with such Goods, and shall indemnify the Company from and against all and any Liabilities arising in connection therewith; and
  - such Goods may, without prior notice to the Customer or any other person, be destroyed or stored or disposed of or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time, without any liability for the Company or such person.
- (6) If any Dangerous or Perishable Goods or live animals or plants are accepted for Services pursuant to special arrangements previously made in writing, they may nevertheless be

so destroyed or disposed of or otherwise dealt with (without liability) if, in the sole opinion of the Company or of any person in whose custody the Goods may be in at the relevant time, they pose a risk to other goods, property, life or health.

- (7) If the Company agrees to accept for Service any Goods which require temperature control, the Customer warrants that it shall not tender any such Goods without having previously given written notice of their nature and particular temperature range to be maintained and, in the case of a temperature controlled Transport Unit packed by or on behalf of the Customer, the Customer further warrants that:
- the Transport Unit has been properly pre-cooled or pre-heated as required;
  - the Goods have been properly stuffed and/or packed in the Transport Unit; and
  - the Transport Unit thermostatic controls have been properly set.
- (8) If the requirements of Clause 8(7) are not complied with, the Company (its servants, agents and sub-contractors) shall not be liable for any loss or damage of or in relation to the Goods caused by such non-compliance, and the Customer shall indemnify and save harmless the Company from and any Liabilities arising therefrom.
- (9) If, by special arrangement accepted by the Company in writing, Goods have been packed into a refrigerated or similar Transport Unit by or on behalf of the Company and a particular temperature range has been requested by the Customer (and accepted by the Company in writing), the Company will set or cause to be set the thermostatic controls within the requested temperature range at the time of commencement of the relevant Service. The Company does not guarantee and accepts no responsibility for the continued maintenance of any temperature inside the Transport Unit (whether packed by or on behalf of the Customer or the Company).

## 9. Methods and Route of Transportation

- (1) Pending forwarding and delivery, the Goods may be warehoused or otherwise held at any place at the sole discretion of the Company at the Customer's risk and expense.
- (2) The Company may at any time and without notice to the Customer:
- use any means of transport or storage whatsoever;
  - transfer the Goods from one conveyance to another including transshipment;
  - unpack and remove Goods which have been stowed in a container and forward the same in a container or otherwise;
  - proceed by any route in its discretion;
  - load or unload the Goods at any place and store the Goods at any such place;
  - comply with any orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority.
  - enter into storage or warehousing contracts with third parties on behalf of the Customer as agent on any terms.

## 10. Delivery

- (1) If delivery of the Goods or parts thereof is not taken by the Customer at the time and place when and where the Company is entitled to call upon the Customer to take delivery thereof, the Company shall be entitled without notice to unstuff the Goods if stowed in Containers or to store the Goods at the sole risk of the Customer. Such storage shall constitute delivery, and the liability of the Company in respect of the Goods shall wholly cease and the cost of such storage shall be payable by the Customer.
- (2) If the Customer fails to take delivery of the Goods within 30 days of its becoming due under sub-clause 10(1) or if in the opinion of the Company they are likely to deteriorate, decay, become worthless or incur any charges in excess of their value or if the Goods are insufficiently addressed marked or not identifiable, the Company may without prejudice to any rights which it may have against the Customer, without notice and without any responsibility, sell or dispose of the Goods and apply any proceeds in reduction of any sums due to the Company from the Customer.
- (3) Where the Customer requires the Company to deliver consignments shipped by the Customer to a third party, the Customer shall procure that the addressee on the label (or such person's agent) has provided the Company with appropriate authorisation to deliver the consignments to such third party. The Company shall not have any liability in connection with the consignment arising from the acts or omissions of such third party.

## 11. Declaration of Value

The Company will not declare the value of the Goods in a Transport Document unless instructed to do so in writing by the Customer.

## 12. Quotations, Freight & Charges

- (1) Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision. If any changes occur in the rates of freight or other charges applicable to the Goods, quotations and charges shall be subject to revision accordingly with or without notice.
- (2) Freight and storage charges are earned upon receipt of the Goods by the Company or a Carrier and payable upon delivery of the Goods or the date that the Goods ought to have been delivered, whether or not the Goods are lost or damaged. The Company may charge freight or storage by weight, measurement or value, and may at any time reassess the Goods and charge additional freight or storage charges accordingly.
- (3) Where a Customer gives special instructions that the Company's charges are to be paid by a third party it shall be liable to pay those charges if the third party does not pay the Company within 7 days of notification to the third party of delivery, tendered delivery or when the Goods should have been delivered.
- (4) The Customer shall pay the Company for Services in accordance with the Company's tariff and charges in force from time to time or as agreed. If any moneys due to the Company for services are unpaid after 14 days from the date of invoice, the Company may, at its discretion, charge the Customer interest at the rate of 1.5% per month.
- (5) Charges for the Services may, at the absolute discretion of the Company, be quoted in the currency of origin based on the higher of mass, volume or value.
- (6) Collect freight charges may be converted into the currency of destination at exchange rates set by the Company in its absolute discretion.
- (7) The Customer must or, if a Person other than the Customer is nominated on the front, then that Person must:
- unless otherwise agreed, pay the charges to the Company within 7 days of the date of the Company's invoice;
  - pay freight by weight or measurement as the Company selects;
  - if the Goods are at any time re-weighed or re-measured, pay any proportional additional freight and, if required by the Company, an additional charge of HK\$60 per item or other amount charged by the Company's subcontractor;

- (d) pay any charge for demurrage at the rate charged to the Company directly or indirectly by any railway, shipping authority, shipping line, airline, other Person or third parties in relation to the Goods;
  - (e) pay the Company's expenses and charges to comply with any law or regulation or any order or requirement made under them or with the requirement of any market, harbour, dock, railway, airline, shipping, customs, excise, or warehouse authority or other Person;
  - (f) if any of the Goods are under Customs control, pay all Customs duty, excise duty and costs (including any fine or penalty) which the Company becomes liable to pay or pays;
  - (g) supply or pay for labour or machinery or both to load, unload, maintain or protect the Goods;
  - (h) if the Company requires, pay an additional charge at industry rates if the receiver of the Goods is not present during normal trading hours or the time specified, or if there is any delay outside the Company's control in loading or unloading greater than 30 minutes;
  - (i) pay the cost, expense or loss to the Company of destruction or disposal under 5(2), storage and return under 7(2), of opening or inspecting of Goods and of sale of Goods under 12;
  - (j) compensate the Company for any cost, expense or loss to the Company's property or any Person caused by the Goods, the Customer, the receiver of the Goods or any Person acting for the Customer or the receiver;
  - (k) if a copy of a contract or any part is required, pay the Company a charge of HK\$30 or other amount charged by the Company's subcontractor; and
  - (l) if a Person other than the Customer is nominated to pay the Charges and does not pay within 7 days of the date for payment, the Customer must pay the Charges and a transfer charge of HK\$60 immediately upon the Company's demand.
- (8) The Company reserves the right to make surcharges to recover costs associated with temporary or industry-wide or operational situations which could not be reasonably anticipated by the Company, including but not limited to: fuel price increases whether or not arising out of any force majeure event (i.e. acts or events beyond the reasonable control of the Company including but not limited to natural disasters, terrorist attack, war, riots, or rebellions or embargo), and increases in Government or any other authority's fiscal or statutory charges payable by the Company including variations in vehicle excise duty and any additional costs associated with providing the Services in the event of a sub-contractor ceasing to supply relevant services whilst the Goods are in transit.
- (9) The Company may issue an invoice for all Services provided in any transaction despite the fact that the Company's role is merely an agent. The issuing of an invoice for Services provided by a third party as principal to the Customer shall not be deemed to mean the Company is acting as principal in any transaction.

### 13. Advances of Duties and Expenses and Customs Entry

The Customer authorises the Company to advance on behalf of the Customer, any duties, taxes, charges or other disbursements in respect of the Goods. The Company has no obligation to advance any such amounts on behalf of the Customer and will only do so in its absolute discretion. If it is necessary to make customs entry of Goods at any place, the Goods shall be deemed to be consigned at that place to the Customer, the Carrier or any person the Carrier designates as customs consignee. Should such sums be advanced by the Company the Customer shall indemnify the Company for the same.

### 14. Lien

- (1) The Company, its servants and agents shall have a particular and general lien on any Goods and any documents relating to any Goods, and a right to sell any Goods and documents whether by public or private sale or auction without notice, for all sums payable by the Customer to the Company including but not limited to freight, demurrage, container detention charges, container repair costs, container cleaning costs, duty, fines, penalties, salvage, average of any kind whatsoever and without limitation and for any and all debts, charges, expenses or other sums due and owing by the Customer or its servants or agents. Such lien shall extend to overdue accounts relating to previous shipments / transactions in respect of which the Company has not been paid and shall not be limited only to charges that relate to any particular shipment. In addition, the lien shall cover the costs and expenses of exercising the lien and of such a sale including legal fees on an indemnity basis. The lien and rights granted by this clause shall survive delivery of the Goods and the Company shall be entitled to retain the proceeds of sale of the Goods in respect of any outstanding amounts referred to in this clause. Where the proceeds of sale are not sufficient to cover all amounts payable to the Company, the Company is entitled to recover any deficit from the Customer. The Company sells or otherwise disposes of such Goods and any other documents as principal and not as agent and is not the trustee of the power of sale.
- (2) From the time the Company, or its servants or agents, receive the Goods into its custody, the Goods and all of the Customer's present and future rights in relation to the Goods and any documents relating to those Goods, are subject to a continuing security interest in favour of the Company for the payment of all the amounts owed for freight, demurrage, container detention charges, duty, fines, penalties, salvage, average of any kind whatsoever and without limitation and for any at all debts, charges, expenses or any other sums due and owing by the Customer or the Customer's principals, servants or agents. Further, the continuing security interest shall cover all the costs and expenses of exercising the lien, including the costs of a public or private sale or auction, including legal and administration costs.
- (3) For the purpose of these trading conditions the Company shall be deemed to have custody and possession of the Goods whether the Goods are in the actual physical custody and possession of the Company or any subcontractors, servants or agents or other parties with whom the Company has contracted, and whether or not the Company is in possession of any documents of title relating to the Goods.
- (4) The Customer will immediately inform the Company if an Insolvency Event occurs with respect to the Customer. The Customer shall not change its name or other details without first notifying the Company in writing with at least 14 days' notice before such change takes effect.
- (5) The Customer will not:
  - (a) permit to subsist any other security interest in relation to the Goods which would rank ahead of the Company's interests or;
  - (b) except in the normal course of business, sell, lease or dispose of, or permit the sale, lease or disposal of the Goods.
- (6) The Company shall have the right, as the Customer's agent, at any time while any amount owing by the Customer to the Company under the Contract remains outstanding, to enter into the premises where the Goods are stored and remove them without being responsible for any damage caused in exercising this right. The Customer shall

indemnify the Company for all such monies and all such costs, charges and expenses in repossessing the Goods.

### 15. Brokerage and Commissions

The Company is entitled to and may retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to customs, shipping and forwarding agents and insurance brokers, whether declared or otherwise, and no such brokerage, commission, allowance of other remunerations shall be payable to the Customer.

### 16. Claims Handling

The Customer agrees that the Company is not obliged to advise or assist the Customer or any other party to prepare or make a claim against a Carrier, and accepts no liability for any loss or damage whatsoever, however caused. The Company may provide advice or assistance in the handling of claims at the request of the Customer and may charge the Customer for doing so.

### 17. Warranties

- (1) The Customer expressly warrants that it is the owner or the authorised agent of the Person owning or having an interest in the Goods and accepts these standard trading conditions on its own behalf and also as agent for the Person owning or having an interest in the Goods, provided always that the Customer will only be deemed to have entered into this contract as agent if the identity of the Customer's principal is disclosed to the Company in writing prior to the Customer and the Company entering into this contract. The Customer indemnifies and shall keep the Company indemnified against all claims by any other Person for any loss or damage whatsoever arising out of or incidental to or in connection with the Services provided by the Company.
- (2) The Customer warrants that no claim or allegation will be made against the Company by any Person (other than the Customer or the Customer's disclosed principal) who is or may subsequently be interested in the Goods or part of them or the Services and the Customer undertakes to indemnify the Company in respect of any liability whatsoever and howsoever arising including but not limited to liability arising from negligence or breach of contract, whether fundamental or otherwise, or wilful act or default of the company or others) in respect of any such claim or allegation.
- (3) The Customer warrants that all information provided by it to the Company in connection with the Goods is accurate and adequate and indemnifies the Company against all loss, damage, fees and expenses arising or resulting from any inaccuracies or inadequacy in that information.
- (4) The Customer warrants that it has complied with all applicable customs, import, export, data protection laws, sanctions, embargos and other laws and regulations.
- (5) The Customer warrants that it shall comply with and agrees to bound by, and warrants that its own customers comply with and agree to be bound by the terms of these standard trading conditions, and shall on demand provide copies of its agreements with its own sub-customers.
- (6) The Customer warrants that all Goods are properly packed, taking into account the content of the consignment, failing which the Company's liability shall be reduced accordingly. The Customer warrants that all Goods are correctly labelled taking into account the destination of the consignment and type of consignee.
- (7) The Customer warrants that it has obtained all necessary consents in relation to personal data provided to the Company including receiver's data as may be required for transport, customs clearance and delivery, such as email and mobile phone number.
- (8) The Customer warrants that it shall, at its own cost ensure that its customers undertake to do the following:
  - (a) Obtain from the sender/consignor any required waiver of liability or payment for insurance;
  - (b) Collect all required information relating to each shipment;
  - (c) Complete the Air Waybills provided by the Company accurately with all relevant information filled in, vis-a-vis, accurate sender / consignee addresses, commodity description, to clearly mark service requirements visibly on the space provided on the Air Waybill. Number of pieces, dimensions, weight of shipment, description of the shipment, signature of the person handing over the shipment(s), time of handing over the shipment and date;
  - (d) Attach the labels or Air Waybill produced by the Company to the relevant consignments;
  - (e) Attach identifying stickers/tapes/labels for multiple piece shipments;
  - (f) Forward the consignments to the Company locations as agreed between the parties pursuant to the terms of these standard trading conditions;
  - (g) Provide accurate dimensions and weight of all consignments and provide all required transit documentation (certificate of origin / phytosanitary certificates / legal paperwork and licences) etc.; and
  - (h) Prepare shipments ready for collection by the courier arriving for pick up at pre-scheduled intervals (where applicable and as agreed between the parties).
  - (i) Ensure that all consignments are properly packaged taking into account the content of the consignment. The packaging must be secure and tamper proof for aviation security purposes.
- (9) For security reasons, the Customer shall inform to the Company of any shipment with a value exceeding HK\$250,000 prior to dispatch.

### 18. Exclusion and Limitation of Liability

- (1) When the Company acts as Agent the Goods shall at all times be at the risk of the Customer and the Company shall not be liable in tort (including negligence), contract (including a fundamental breach of contract), bailment, contravention of any statute or breach of statutory duty or otherwise for any loss of or damage to or failure to deliver or delay in delivery or misdelivery of the Goods or documentation whatsoever or howsoever caused.
- (2) In no circumstance is the Company whether acting as Agent of Principal liable for any loss suffered by the Customer in connection with the Goods or the Services that is a consequential or indirect loss including:
  - (a) losses that are purely financial or economic losses;
  - (b) loss of opportunity;
  - (c) losses in connection with contracts, agreements or understandings the Customer has with third parties;
  - (d) loss of market;

- (e) any other losses whatsoever that do not arise directly from physical damage to or loss of the Goods and are consequential in nature.
- (3) In no circumstance is the Company whether acting as Agent of Principal liable for any loss suffered by the Customer in connection with the Goods or the Services which is caused by:
- any act or omission of the Customer or Owner or any person (other than the Company) acting on behalf of the Customer or Owner;
  - compliance with instructions given by or on behalf of the Customer or Owner;
  - insufficient packing, marking, labelling and/or numbering of the Goods (unless caused by the wilful neglect or wilful default of the Company);
  - handling, loading, stowing, unloading of Goods by the Customer or Owner or any person (other than the Company);
  - inherent vice or defects of Goods;
  - riots, civil commotions, strikes, lock outs, stoppage or restraint of labour;
  - fire, flood, storm, explosion or theft;
  - any cause or event which the Company was unable to avoid and the consequences whereof the Company was unable to prevent by the exercise of reasonable diligence;
  - any act or omission of the Company the consequences of which it could not reasonably have foreseen;
  - compliance with the instructions of any person entitled to give them;
  - saving or attempts to save life during the performance of Services;
  - nuclear incidents;
  - any matter beyond the control of the Company, its servants, agents or sub-contractors
- (4) The exclusion of liability in Clauses 18(1) to 18(3) inclusive extends to include not only loss of or damage to the Goods themselves, but loss damage or injury to any person, property or thing damaged arising from the Company providing the Services under this contract as Principal or Agent and to any indirect or consequential loss arising from such loss, damage or injury or from failure to deliver, delay in delivery or misdelivery of Goods or documentation.
- (5) In all cases where liability has not been effectively excluded, whether by this agreement or by statute, convention or otherwise, the total liability of the Company shall be determined by the provisions contained in any international convention or national law that is compulsorily applicable to the Services rendered.
- (6) If no such international convention or national law is compulsorily applicable the Company's liability, if any, the Company's liability for loss and/or damage to or delay of the goods howsoever arising including but not limited to non-delivery, misdelivery, theft whether by the Company's employees or sub-contractor as agents, is limited to the lesser of:
- the replacement of the Goods or the supply of equivalent Goods;
  - the repair of the Goods;
  - the payment of the cost of replacing the Goods or of acquiring equivalent Goods;
  - the supplying of the Services again;
  - the payment of the cost of having the Services supplied again;
  - HK\$300 per shipping package or unit or HK\$10 per kilogram of gross weight of the Goods damaged or lost whichever is less, but shall not exceed the invoice value of the Goods howsoever such loss or damage occurs; and
  - a maximum of HK\$15,000 per consignment
- (7) For air carriage to and from the United States, the Company's liability is limited to 19 Special Drawing Rights per kilogram of Goods lost, damaged or delayed.

## 19. Indemnity

- The Customer shall indemnify the Company from all claims for loss or damage, injury or death, customs duty, excise duty, costs, fines or penalties which the Company is or becomes liable to pay for any reason whatsoever in respect of the Goods or Services whether or not such liability is due to the negligence or wilful default of the Company.
- If a third party makes any claims for costs, loss or damage arising from the Services against the Company, its agents or sub-contractors, then the Customer shall indemnify the Company, its agents and sub-contractors against any such claim.
- The Customer hereby fully indemnifies and holds the Company harmless for any costs, loss or damage arising out of its failure to comply with any applicable laws or statutory obligations.
- The Customer will indemnify the Company for all liabilities arising as a result of the Company acting in accordance with the Customer's or Owner's instructions, or arising from any breach by the Customer or Owner of any warranty, representation, agreement or undertaking herein contained, or arising from any act or omission or negligence (including the provision of ambiguous or incomplete or inaccurate information or instructions) of the Customer or Owner or their respective servants, agents or sub-contractors;
- The Customer will indemnify the Company for all and any claims, costs and demands whatsoever and by whomsoever and howsoever arising or caused made or preferred against the Company in excess of or in addition to the liability of the Company under these Conditions; and all and any claims of a general average or salvage nature which may be made on the Company, and the Customer shall provide such security as may be required by the Company in this connection on demand; such security, if so required by the Company, shall be made prior to delivery or release of Goods.

## 21. Insurance

- No insurance will be arranged except on express written instructions given by the Customer and accepted by the Company in writing. Where the Company accepts such instructions, the Company shall act solely as agent of the Customer using reasonable efforts to assist the Customer in obtaining insurance coverage (incorporating provisions waiving all rights of subrogation and all rights of recourse against the Company, its officers, employees, agents and sub-contractors) for and on behalf of the Customer at the Customer's expenses. The Company does not warrant or undertake any such insurance shall be accepted by the insurance company or underwriters. All insurances effected through the assistance of the Company are subject to the usual exceptions and conditions of the policy of the insurance company or underwriters taking the risk. Unless otherwise agreed in writing, the Company shall not be under any obligation to assist the Customer to obtain a separate insurance on the Goods. Where the underwriters dispute their liability for whatsoever reasons, the Customer, as the assured, shall have recourse against the underwriters only.

- The Company is not and does not hold itself out as carrying on business as an insurer or insurance broker or insurance agent.

## 22. Notice of Loss

Any claim for loss or damage must be notified in writing to the Company within 14 days of delivery of the Goods or the date upon which the Goods should have been delivered, failing which the Company shall be discharged of all liability whatsoever howsoever arising.

## 23. Time Bar

The Company shall be discharged from all liability unless suit is filed and served on the Company within 9 months after completion of the Services or anticipated date of completion of the Services, delivery of the Goods or the date when the Goods should have been delivered, whichever is the earlier unless it is deemed that domestic or international legislation or the provisions of an international convention are compulsorily applicable such that the Company cannot contract out of the same in which case the time bar in such compulsorily applicable domestic or international legislation or international convention should apply with regards to time limitation.

## 24. Contrary Legislation

These standard trading conditions are to be read subject to relevant statutory provisions having effect in Hong Kong which by law cannot be excluded, restricted or modified. Any such term or condition of these standard trading conditions which is inconsistent with or repugnant to that legislation shall be null and void to the extent (but no further) of such inconsistency or repugnance.

## 25. Severability

Each term or condition of these standard trading conditions is severable from the other, and if for any reason a term or condition is invalid or unenforceable it shall not prejudice or affect the validity or enforceability of any other term or condition.

## 26. No Waiver

No omission or delay on the part of the Company in exercising any of its Rights and Defences shall operate as a waiver thereof, nor shall any single or partial exercise by the Company of any such Rights and Defences preclude the further or other exercises thereof or the exercise of any other Rights and Defences which it has or may have.

## 27. Notices to Company

All notices required to be given to the Company under these Conditions shall be in writing delivered to or sent by mail (postage prepaid) to the Company's registered office for the time being in Hong Kong or in such other manner or to such other address as the Company may notify the Customer in writing.

## 28. Notices by Company

Wherever it is provided in these Conditions that notice shall be given by the Company to the Customer or any other person such notice shall be dispensed with if despite reasonable efforts, the Customer or such other person cannot reasonably be contacted.

## 29. Action in Contract, Tort, etc

The Rights and Defences of the Company provided in these Conditions shall apply in any action against the Company whether founded in contract, tort, bailment, trust or howsoever otherwise founded.

## 30. Law and Jurisdiction

These standard trading conditions are governed by and shall be construed in accordance with the laws of Hong Kong, and the parties agree to submit to the non-exclusive jurisdiction of the High Court of Hong Kong.

## 31. Privacy Disclosure and Consent

- The Company will comply with the Data Protection Principles set out in Schedule 1 of the Personal Data (Privacy) Ordinance (Cap 486).
- The Company may need to collect personal information about the Customer, including but not limited to, full name and address, drivers licence details, credit card details, date of birth, and credit or business history. The Customer consents to the Company using the Customer's personal information, and without limitation that information provided in this application, in order to:
  - fulfil functions associated with the Goods;
  - provide the Services;
  - enter into contracts with the Customer or third parties;
  - assessing the Customer's credit worthiness, assessing the Customer's application for commercial credit account, reviewing the Customer's account from time to time after it is approved and (if required) for the purposes of exercising any right; and
  - to market to the Customer and maintain a client relationship with the Customer.
- The Customer consents and authorises the Company to:
  - obtain credit information about its personal, consumer and commercial credit worthiness from any bank or trade referee disclosed to the Company and from any other credit provider or credit reporting agency for the purpose of assessing any application for credit, or in connection with any guarantee given by the Customer;
  - use, disclose or exchange with other credit providers and DHL entities information about the Customer's credit arrangements in order to assess any application for credit, monitor credit worthiness and collect overdue amounts;
  - use, disclose or exchange with any credit provider or credit reporting agency for the purposes of obtaining information about the Customer or commercial credit or business history or Customer's activities or credit worthiness;

- (d) disclose the contents of any credit report on the Customer to the Company and other related bodies corporate of the Company, and any of their solicitors and mercantile agents; and
  - (e) to the Company's service providers, contractors and affiliated company from time to time to help improve and market services to the Customer.
- (4) Subject to certain exceptions allowed by law, the Customer has the right to access the personal information the Company holds about it.

**Standard Trading Conditions received by:**

(Name Printed)	(Signature)
(Company Name)	(Date received)