

APPLICATION AND MODIFICATION

This “General Terms on Sales – Freight Forwarding Service” (hereinafter referred to as “GTS”) applies to the cases where Client entrusts us to provide freight forwarding services, including space booking and customs declaration and inspection. In case only part of the services is entrusted, the rest part herein will not be binding. Where Client accepts our quotation by any means, the version of the GTS at the time of acceptance will be binding automatically, unless the parties expressly agreed that the GTS does not apply. **The parties may sign agreement with this GTS attached, to modify the terms herein.**

LEGAL RELATIONSHIP

We will provide services to Client as agent and only as agent. **In case Client entrusts us to provide customs declaration and inspection services, we will sub-entrust a qualified third party to provide such service. Client authorises us to sub-entrust a third party.**

TERM AND TERMINATION

This GTS will be effective on the date of Client seals or signs on our quotation or the date of Client’s email or other written document stating Client’s acceptance of our quotation, and will expire on the date the service thereunder is completed. A party may terminate this GTS if the parties mutually agree or in case of any statue situation.

PAYMENT

The fees mutually agreed will prevail, including the fees on the accepted quotations. Client shall pay in the currencies quoted, especially when items are quoted in different currencies. In case Client wishes to pay in a different currency as (respectively) quoted, such exchanged rate will be adopted as no losses due to exchange difference will be caused to us. The amount in our quotation is the net amount receivable; any bank charges and withholding tax imposed on the net amount will be borne by Client. Unless otherwise agreed (including granting a different payment term in the quotation), we will only handle the documents to Client when the fees are fully received. We will not make any advanced payment on behalf of Client or bear any cost for Client; we will pay third parties only when the relevant fees are fully received. Delay in payment may cause cargo delivery delay and lien; in case of any damage hence caused to us, we will claim compensation from Client.

RESPONSIBILITY

We will perform our agent responsibility timely, royally, diligently and prudently. We will notify all service-related information to Client timely. For any sub-entrust, we will be responsible for selection and service of the third party. In case of carrier dispute, where Client bear the cost, we will provide Client with assistance. **We will not be liable for any damage caused by insufficient or incorrect information provided by Client or Client’s designated persons / entities / factories / shippers, dangerous goods (“DG”), or inappropriate packing and stuffing.**

For freight forwarding service, Client and its aforesaid designated shall provide: shipper, consignee, notify party, port of loading, port of destination, place of delivery, name in English and local language (if

applicable), mark, price, number of packages or pieces, weight and volume of the goods, required date of shipment, transportation terms, contact person, telephone and fax.

For customs declaration and inspection service, Client and its aforesaid designated shall provide: goods material and certificate (name, specification, purpose, place of origin, and trade methods, etc.), commercial documents (import and export contract, invoices, transportation documents, packing lists, etc.), permits and attached documents required for import and export, processing trade manual. Client shall pack and stuff appropriately in accordance with the mode of transportation and nature of goods, and **Client shall not deliver any DG unless we explicitly accept such DG.**

LIABILITY LIMITATION

To the extent allowed by the applicable law, the compensation by one party to the other shall be limited to the lower of: 1) 10 times the agency (handling) fee of the batch of the goods involved, 2) the limitation in the applicable convention, with the exception as any damage caused due to a party’s willful misconduct or due to DG.

FORCE MAJEURE

In case of failure in performance due to any event of Force Majeure, the party shall not be held liable, but shall notify the other timely. The parties may mutually terminate or postpone the performance.

CONFIDENTIALITY

The parties shall keep confidential all information of the other obtained during cooperation, and such obligation shall survive the expiry and/or termination of this GTS for another 2 years.

NOTICE

Unless otherwise notified by a party, the personnel contacting each other will be deemed as the designated contact of the respective party. All notices reaching the contact will be deemed as delivered.

INSURANCE

We have purchased appropriate and sufficient agent insurance for compensation to Client in case of omission and negligence. Client shall, per necessity, purchase on Client’s own, insurances on cargo and transportation to mitigate the relevant risks.

APPLICABLE LAW AND JURISDICTION

The GTS is governed by the laws of Hong Kong, and the relevant international conventions: Hague-Visby Rules (Ocean), CMR Convention (with SDR Protocol) (Road), Montreal Convention (Air), CIM Convention (Rail). The parties will amicably solve any dispute; in case of failure in solving within 30 days, the dispute will be brought to CIETAC in Shanghai, by one sole arbitrator, in English. All reasonable arbitration expenses of the prevailing party will be borne by the other.

MISCELLANEOUS

This GTS has both Chinese and English versions; acceptance of our quotation will be deemed as signing both versions, equally effective, unless otherwise agreed. This GTS applies to freight forwarding service (including customs declaration and inspection) as of **July 01st, 2024**.