Shipper 托運人			MAWB No.		HAWB No.		
Tel. No. Consignee	Fax. No.		Main Office 辦事			限公司	
收貨人			New Territories 香港新界葵涌, 嘉里貨運中心 Tel: (852) 2408	, Hong Kong. 永基路五十五號 十六數一六零八室 8830	55 Wing Kei Road, K New Territories, Hor 香港新界葵涌永基 嘉里貨運中心二數 Tel: (852) 2408 8830	ng Kong. 路五十五號 二零一室 O	
Tel. No. Fax. No.				Please fax all bookings to (852) 2419 9686			
Notify party 通 知 人			SHIPPER'S LETTER OF INSTRUCTIONS  Type of Service Required 托 運 服 務				
			LIATA Charter Consolidation				
			Additional Service Required 特別服務  Export Others (please specify)				
Tel. No. Fax. No.			Declaration License				
Name of Carrier Departure Airport 出 發 機 場			Payment Terms 運 費 安 排				
口的抽機担		m航空公司加簽	Prepaid 預付 Collect 到付			osurance Others Others	
Special Instruction	Yes	No	Concer >3 13	Local Charges   1	rieight Charges   1	others	
特別指示					G. Will		
Marks and Numbers	Cuantity and Type of Package		Description of Goods		Gross Weight Kilos	Country of Origin	
嘜 頭 及 號 數	件數及包裝		貨物名稱		毛 重	原產地	
Total Number of Packages				'			
總件數 Shipper's Declaration:托運人			_				
Value for Customs (報關			Value for Carri	iage (托運金額)			
Insurance to be arranged by 貨物保險安排  Gateway Global Logistics (HK) Limited  Carrier			Shipper	Sum Insured Currency (please specify) 投保金額 貨幣			
Documents to be accompanied			Packing List	Export License			
附寄文件 Air Waybill / House Air W	Certificate of Orig		Others (please speci	fy)			
REMARKS		Name of Shipper: 托運		`			
and complete. The undersig	eclares that all descriptions, values an ned undertakes to indemnify the Ag ties whatsoever arising from any inacc	jent/Carrier against all los		(Known Consignor Code	. C 和 允 建 八 粣 號	,	
2) The undersigned declares that	t pursuant to Clause 19 of the Trading	Terms and Conditions prin					
is responsible for all charges and expenses relating to the shipment whether or not the charges a be prepaid or collected, whether the shipment is abandoned at destination or returned to the unc request, or for any reason it is impossible to make delivery of the shipment within a reasonabl			indersigned at his/her	Tel. No. Contact Person:			
event, the consignee refuses		Address: the til-					
<ol><li>The undersigned declares that he/she has read the Trading Terms and Conditions printed overleaf as well Conditions of Contract appear on this page (the front page) and agrees on his/her Company's/own's behalf.</li></ol>							
,	es to settle all prepaid charges in ac e shall be levied on the overdue accou		Terms otherwise an				
<ol> <li>The undersigned is liable to p agents or its contractors or the shipper's request, confiscated</li> </ol>	onsignee, returned at						
FOR OFFICE USE ONLY							
Application Checked By	Documents Checked By	Export Licence	Applied				
The Trading Terms and Conditions printed overleaf are an integral part of the				Date:	which is available	non request _ 🏔	
THE TRAUMS TERMS	and Conditions printed over	cai arc an integrai pa	ar or this ietter of	шзи исионь, а сору от	which is available u	pon request. ATA	

"Ancillary Services "Conditions"

includes services of arranging for the storage, warefussing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking and other handling of goods and other services relating or ancillary to the Principal Services.

means Gateway (idobal Logistics (HK) Limited, a member of Hong Kong Association of Freight Forwarding and Logistics
Limited trading under these Conditions
means the critic undertakings, territories, conditions and clauses embodied herein and includes the Company's terms and conditions
printed on the front of the Shippers' Instructions and of the Company's form of transport document (including the Company's
bouse air way-life of nouse hild of dading),
means any person at whose request or on whose behalf the Company undertakes any business, or provides advice, information
or services, and includes the partner amond as "Shinors" or "omsorner" on the front of the Shinoreet Instructions and of the

"Customer "FIATA" "FIATA Air Waybill

means any person at whose request or on whose behalf the Company undertakes any business, or provides advice, information or services, and includes the party named as "shipper" or "cousingon" on the front of the Shippers' Instructions and of the Company's form of transport document (including the Company's house air waybill of bouse bill of lading) means the International Federation of Preight Forwarders Associations. means the form of neutral air waybill together with the conditions governing such air waybill (1990) published by FIATA and recommended by FIATA for use forwarders who choose to act in the capacity of a (contracting) carrier.

means the FIATA form of multimodal transport bill Transport Bill of Lading" of Jading together with the standard trading conditions governing such bill of lading (1992) for use by forwarders who choose to assume liabilities as a (contracting) carrier.

means any of the Company's forms or forms of shipping instructions or orders containing the Customer's instructions to the Company's linerational Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25th August 1924.

mean The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25th August 1924.

"Shippers' Instructions" "Hague Rules"

"Hague-Visby Rules" on 25h Auust 1924 as anended by the Provocal signed at Bussels on 22rd February 1968).

machine from the Company's perfect recognition of the Cuments attellines of the Cuments attellines of the Cuments of the Company's form of transport document (including the Company's house air waybill or house bill of "Instructions"

"Britacions" linstructions and of the Company's form of transport document (including the Company's house air waybill of lading).

"Brincipal Services"
"Services"
"Nervices"
"N

1.2

1.3

2 1

2.2

Secondly, and on delay on the part of the Company in exercising its rights shall operate as a waiver thereof, nor shall any single or partial exercise by the Company of any such right preclude the further or other exercises thereof or the exercise of any other right which it has. The rights and remedies of the Company provided in these Conditions shall be cumulative and not exclusive of any rights or remedies otherwise provided by law. Each of the provisions of these Conditions is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of these Conditions shall not in any way be affected or immisred thereby.

impaired thereby.

APPLICATION OF THE CONDITIONS I EGISLATION COMPULSORILY APPLICABLE.

All and any business undertaken by the Company is transacted subject to these Conditions and each of these Conditions are hereby excluded. Should any Customer wish to contract with the Company otherwise than subject to these Conditions, special arrangements can be made subject to review charge and particular to the Company and the Customer. All other terms and conditions are hereby excluded. Should any Customer wish to contract with the Company otherwise than subject to these Conditions, special arrangements can be made subject to review charge entrangements having been agreed and having been agreed and having been agreed and having been agreed on the Company and subject to such arrangements having been agreed and having been or vary any of these Conditions.

All and any advice information or services provided by the Company gratuitously is provided on the basis that the Company will not accept any liability whatsoever therefore, whether in tor thallment or otherwise.

All and any advice information or services provided by the Company gratuitously is provided on the Dasis that the Company will not accept any liability whatsoever therefore, whether into relations to otherwise.

All and any advice information or services provided by the Company of th

2.3

CONTRACTION. STATUSE COSTONERS

The Customer entering into any transaction or business with the Company hereby expressly warrants to the Company that the Customer is either the Owner or the authorized agent of the Owner and that it is authorized to accept and is accepting these Conditions not only for itself but also for the Owner where the Customer acts as the agent of the Owner, the Customer also accept presonal liability to the Company (but without prejudice to any of the rights or remedies of the Company against the Company against the Company (as unfaired to a confidence in the Customer and the Owner is rights or remedies (including without limitation the right to recover any sun payable to the Company) against the Customer and the Owner jointly and severally.

CONTRACTUAL STATUS OF THE COMPANY

Save as provided in Clause 7, Services are provided by the Company as agents on behalf of its Customers, except that, subject to Clause 16.2, the Company itself may provide (instead of arranging to provide) the Ancillary Services.

The Company shall be entitled to perform any of its Services or exercise any of its powers or discretions hereunder by itself or its parent, subsidiary or associated companies. In the absence of agreement to the contrary any contract to which these Conditions apply is made by the Company on its own behalf and also as agent for and on behalf of any such parent, subsidiary or associated company and any such company shall be entitled to the benefit of these Conditions apply. 42

onditions.
shall not be construed that any Services are provided by the Company other than as an agent of the Customer by reason only of any one or more of the following:

(a) the Company issuing its own transport document including its house air waybill or air consignment note or house bill of lading or freight forwarder 18.3

cargo receipt;
(b) the Company charges an inclusive price:
(c) the Customer's goods are forwarded, carried, transported, stored or otherwise handled together or in consolidation with other goods. COMPANY'S AUTHORITY
The Company

COMPANY'S AUTHORITY
The Company is herbey expressly authorized by the Customer as hereinafter provided.
The Company is authorized to act on behalf of the Customer to select, engage and enter into contract or arrangement (whether in the name of the Customer or otherwise) with any carriers, functionen, forwarders, receiving or delivery agents, warehousemen, packers and other persons (together "3rd Parties", and

to the control of the

5.4

The Company is authorized that is not obliged to depart or devise from the Clashones Instantion to training a functional to the Company is authorized that is not obliged to a depart or devised to the Company is authorized by the Customer or desirable in the Customer's interests or is otherwise expectedien.

The Company is authorized by the Customer to act or to enter into any contract or arrangement without prior consultation with or further authorization from the Customer, AND the Company is not required, unless specifically requested by the Customer in withing, to infort me Lustomer of the terms and conditions or details of the contracts or arrangements or acts entered into or taken by the company.

Without prejudice to the generality of the foregoing, the Company is authorized to agree with any 3rd Party the charges payable by the Company is the Company in the Company is not obliged to inspire or arrange for the Company is not deviated to the Srd Party (i.e.), and the charges payable by the Company is the Company is not obliged to arrange for the Customer's goods to be carried, forwarded, packed, unpacked, stored or handled separately. The Company is authorized to the store obscillated or arrange for the Customer's goods to be carried, forwarded, packed, unpacked, stored or handled separately. The Company is and considered or arrange for the Customer with the goods to be inspired.

The Company is not obliged to arrange for the Customer's goods to be carried, forwarded, packed, unpacked, stored or handled separately. The Company is and consolidated or arrange to be consolidated the goods of the Customer with other goods.

5.6 5.7

ufferestid authorizations.

WHERE THE COMMANY CONTRACTS (ON BEHALF OF THE CUSTOMER) IN ITS OWN NAME

Where the Company enters into a contract on behalf of the Customer in its own name with any 3rd Party for any purposes, the Company is not itself a carrier for the purposes of the Carriage by Air Ordinance or the Carriage of Goods by Sea Ordinance or for any other purposes, nor does the Company make or purport to make any contract as a principal with the Customer for the carriage, storage, packing, unpacking, (local) transportation, transhipment, loading, unloading or other handling of the goods. The Company's sole obligation is to procure contracts for the carriage, storage, local) transportation, transhipment, loading, unloading or other handling of goods by other persons.

In addition and without prejudice to the exceptions and limitations contained in these Conditions, the Company's sole to the exceptions and limitations in harvour of any 3rd Party expressly contained or implied in the Company's sole or and 3rd Party any inhibility greatest han that accepted by such 3rd Party under such exceptions and invalid to the contract of the such as a dark Party any inhibility greatest han that accepted by such 3rd Party under such exceptions.

HERE THE COMPANY CONTRACTS AS PRINCIPAL

WHERE THE COMPANY CONTRACTS AS PINICIPAL

The Company in its absolute discretion may, under certain circumstances notwithstanding the terms and conditions contained herein, issue a FIATA Air Waybill or a FIATA Multimodal Transport Bill of Lading naming the Company as the carrier and the principal. Where such a document is issued, the terms and conditions embodied in it shall be paramount in governing the relationship between the Customer and the Company in so far as those term and conditions embodied in it shall be paramount in governing the relationship between the Customer and the Company in so far as those term and conditions embodied in it shall be paramount in governing the relationship between the Customer and the Company in so far as those term and conditions conformed the company and the company and the company in the company and the conditions are consistent with such relationship and the company and the conditions are consistent with such relationship and the company and the company and the conditions are consistent with such carriers and in most cases limits the liability of carriers in respect of a carriage of goods by air, the following notices are hereby given:—"If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention mays be applicable and that the Convention governs and in most cases limits the liability of carriers in respect of loss of or damage or delay to cargo."

"The first carrier's name may be abbreviated on the face of the air waybill, the full name and its abbreviation being set forth in such carrier's tariffs, conditions of carriage, regulations and timetables. The first carrier's address is the airport of departure shown on the face of the air waybill. The agreed stopping places (which may be altered by carrier in case of nec

Notwithstanding any other provisions of these Conditions, the Company is never a common carrier and may in its sole discretion refuse to offer its services

CUSTOMER'S FURTHER WARRANTIES
The Customer further warrants and acknowledges that:

of Programs and a subject of any Service provided by the Company, have been properly and sufficiently packed and/or prepared, and that the Company has no labelity for any loss of or damage to goods which are improperly or insufficiently packed or prepared, no matter how such loss or damage is

Caused.

Throughout Init.

Where the goods delivered by or on behalf of the Customer are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter individually referred to as "transport unit") then,

(i) the transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and

(ii) the goods are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.

in transport unit to the control of the Company for customs, consular and other purposes are true, complete and accurate, it being the duty of the Customer to provide such information to the Company and to ensure that such information is true complete and accurate, it being the duty of the Customer to provide such information to the Company and to ensure that such information is true complete and incurate.

In addition and without prejudice to any provisions of Clauses 10 and 11, the goods are fit and suitable for the carriage (international as well as local), storage, packing, unpacking and other handling in accordance with, pursuant or related or incidental to the Customer's instructions.

Delivery of Goods.

of Goods.

ginee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all charges, taxes and duties and shall comply with all necessary formalities and procedures.

INDEMNITES

The Customer shall save harmless and indemnify and keep indemnified the Company from and against all claims, liabilities, losses, damages, costs and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines and outlays of whatoever nature levied by any authority) arising out of the Company acting in accordance with the Customer's instructions, or arising from a breach of warranty or obligation by the Customer, or arising from a Advice and information, in whatever from as may be given by the Company and the Customer with a continuous and indemnify and keep indemnified the Company from and against all claims, liabilities, losses, damages, costs and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice or information which is not related to specific instructions accepted by the Company is provided gratuitously and without liability and Clause 2.2 is applicable.

The Customer undertakes that no claim shall be made against any officer, servant, agent or sub-contractor of the Company which imposes or attempts to impose upon them any liability in connection with any services provided or to be provided by the Company. If any such claim should nevertheless be made the Customer shall indemnify the Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant agent and sub-contractor shall have the benefit of all provisions herein benefiting the Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, the Company contracts for itself as well as agents for all the aforesiad persons.

The Customer shall defend, indemnify and hold harmless the Company from and against all claims, costs and demands whatsoever and by whatsoever made or preferred in excess of the liability of the Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs and demands arising from or in connection with the negligence of the Company, its officers, servants, agents or sub-

made on the Company and the Customer shall provide such security as may be required by the Company in this connection.

DANGEROUS GOODS ETC.

Except under special arrangement previously made in writing, the Customer warrants that the goods are not goods (or consist of goods) included in the Dangerous Goods (Application and Escentption) Regulations of the Laws of Hong Kong Cap. 295 or any modification thereof or the IATA Dangerous. Goods (Application and Escentption) Regulations of the Laws of Hong Kong Cap. 295 or any modification thereof or the IATA Dangerous. Goods Regulations prevailing at the time the Company confirms acceptance of the Customer's instructions, not are goods (or consist of goods) of company for accept or consist of goods) of therwise likely to cause damage. Should the Customer nevertheless deliver any such goods to the Company or cause the Company is accept or consist of goods) of the consist in the property of the Customer and the property of the Customer arising and shall indemnify the Company against all perhaltics claims damages costs expenses and any other liabilities wataseever arising in connection therewith, and the 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 or of any other proson in whose custody or control the goods may be at the relevant time. The Company or ask other person shall have the right to decide or when the goods are or become goods which are or become goods (are consist of goods which are or become; unfor carriage (overseas or local), storage, packing, unpacking, handling etc. or are or become goods (are consist of goods which are or become; goods (Application and Exemption) Regulations or the Diagnerous Goods Regulations or the Diagnerous Goods (Application and Exemption) Regulations or the Diagnerous Goods Regulatio

Except under special arrangements previously made in writing the Company will not accept or deal with bullion, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any assults goods otherwise than under special arrangements previously made in writing, the Company shall be under no liability whatsoever for or in connection with the goods or any part thereof (including without limitation any loss or damage or non-delivery or mis-delivery or delay) howsoever caused and notwithstanding that the value may be shown, declared or includented on any documents accompanying the shipment.

DEVIATION

13

DEVIATION

Subject to express instructions in writing given by the Customer and the acceptance of those instructions in writing by the Company, the Company reserves to itself absolute discretion as to the means, routes and procedures to be followed in the carriage, transportation, storage and other handling of goods. Further, if in the opinion of the Company it is at any stage necessary or desirable in the Customer's interests to depart from those instructions, the Company is bereby irreveably authorized and shall be at liberty to do so, and any departure from the terms and conditions, or in the handling other than pursuant to the normal custom of handling the goods is done at the sole risk of the Customer or the Owner.

WAREHOUSING

gor delivery, goods may be warehoused or otherwise held at the risk of the Customer or the Owner at any place at the sole discretion of the cost therefor shall be for the account of the Customer.

Company and the cost therefore shall be for the account of the Customer.

DECLARATION DV YALLE ETC.

The Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery, unless express instructions in writing were previously given to and accepted by the Company.

Without prejudice to the generality of Clause 14.1 where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, goods will be forwarded, dealt with, etc., at the Customer's or the Owner's risk and at such charges (including the lowest charges) as the Company may at its discretion decide, and no declaration of value (where optional) will be made, unless express instructions in writing to the contrary have previously been given by the Customer and accepted by the Company.

The Company to the Company to make any declaration for the purposes of Clause 14.1 and/or Clause 14.2 above.

The Customer shall be liable for any duties, taxes, levies, deposits or outlays of any kind levied by the authorities at any port or place for or in connection with the goods and for any payments, storage, demurrage, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith.

16.2

193

goods and for any payments, somage, somanies and the management of the Customer and accepted by the Company. All insurances arranged by the Company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. The Company shall not be under any obligation to arrange a separate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability whatever in relation thereto notivitishanding that the premium upon the policy may not be at the same rate as that Charged by the Company or paid to the Company by its Customer. In so far as the Company agrees to arrange insurances, the Company acts solely as the agent of the Customer using reasonable effects to arrange such insurance. The Company does not available the company of the Customer using reasonable effects to arrange such insurance. The Company does not available the customer and the customer of the Customer using reasonable effects to arrange such insurance. The Company does not available that the present the customer of the Customer using reasonable effects to arrange such insurance. The Company does not available that the present the customer of the Customer using reasonable effects to arrange such insurance. The Company does not available that the customer of the Customer using reasonable effects to arrange such insurance.

The Company shall not be under any duty or obligation to the Customer or the Owner to give any notice or otherwise take any action to preserve or protect the right of the Customer or the Owner in relation to any claim or remedy which the Customer or Owner may have against any third parties.

of the Customer or the Owner in retainon to any cannot in Kansay mines use a consensus of the Customer.

BINDSOAL OF GOODSLIEN ETC.

Notice of arrival of the goods will be sent to the notify party or the consignee by ordinary methods. The Company is not liable for the non-receipt or delay in the receipt of such notices. Any charges including storage incurred pending collection will be for the account of the Customer.

Without prejudice to any other rights or remedies which the Company may have (including without limitation those under the other sub-Clauses of this Clause 18), if delivery of the goods or any part thereof is not taken by the consignee or other person entitled to the delivery of the goods or any part thereof is not taken by the consignee or other person entitled to the delivery of the same at the time and place when and where delivery should be taken, the Company shall be entitled (but is not obliged)to store or cause to be stored the goods or any part thereof at the sole risk of the Customer to the Owner, whereign on any liability which the Company may have in respect of the goods or that part thereof's otten das a forestaid shall wholly cease and the cost of such storage shall upon demand be paid by the Customer to the Company.

\*\*Demandation of the Customer to the Company.\*\*

\*\*Demandation of the Customer to the Company.\*\*

\*\*Demandation of the Customer to the Customer to the Company.\*\*

\*\*Demandation of the Customer to the Customer to the Company.\*\*

\*\*Demandation of the Customer to the Customer to the Company.\*\*

\*\*Demandation of the Customer to the Cus

so where, where open any unatury which the Company may have in respect of the goods or that part thereof stored as aforesaid shall wholly cease and the cost of such storage shall upon demands be paid by the Customer to the Company.

Perishable goods which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise inspires of which are not marked to the net processed of available and or otherwise displaced of without any notice to the Customer or the Owner and payment or tender of the net processed of any sale and expenses and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of the goods shall be paid by the Customer.

The Company is entitled (but not obligged) to sell or dispose of (or cause to be sold or disposed) all non-perishable goods which in the opinion of the Company cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee or any other reason, upon giving 14 days' notice in writing to the Customer. All charges and expenses arising in connection with the storage and sale or disposal of the goods shall be paid by the Customer.

All goods (and documents relating to goods) shall be subject to a particular and general lien and right of detention for monies due either in respect of such goods, or for any particular or general balance or other monies due from the Customer or the Covner to the Company. If any such monies due to the Company are not paid within 14 days after notice has been given to the Customer that such goods are being detained, the goods and/or the documents may be sold by auction or otherwise at the sole discretion of the Company at the expense of the Customer, and the proceeds (net of the expenses in connection with sale applied in or towards satisfaction of such indefendences, and the Company shall not be failed for any deficiencies or reduction in value received on the sale of the goods, nor s

<u>DUOTATIONS AND CHARGES</u>
The Customer is primarily liable for the payment of all freight, fees, duties, charges and other expenses whether the same (or any of them) are to be pre-paid or to be 19 19.1 19.2

ine customer is primarily liable for the payment of all freight, fees, duties, charges and other expenses whether the same (or any of them) are to be pre-paid or to be collected. The Customer shall pay to the Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim or set-off. Payment to the Company is due as soon as an invoice is rendered. Payment shall be made in eash unless otherwise agreed by the Company's invoice is rendered. The Company is this discriction may request an advance to cover fees, duties, changes, taxes and or other expenses payable before the Company's invoice is rendered. Without perjudice to the foregoing provisions, when the Company is instructed to collect freight, duties, fees, charges or other expenses from any person other than the Customer, the Customer shall remain responsible for the payment of the same. The Customer shall formain responsible for the payment of the same. The Customer shall remain responsible for the payment of the same. The Customer shall remain responsible for the payment of the same. The Customer shall remain responsible for the payment of the same. The Customer shall remain responsible for the payment of the same. The Customer shall remain responsible for the payment of the same. The Customer shall remain responsible for made to such other payment of the same. The Customer shall remain responsible for any paymay such freight, duties, fees, charges and other expenses or any balance thereof together with interest (if applicable) without deduction or deferment on account of any claim, counterclaim or set off (Whether or not demand as made to such other person).

Without prejudice to the generality of the foregoing, this provision shall apply if (inter alia) the goods are refused by the consignee or other person entitled to delivery or confiscated by the customs or other authorities or for any reason it is in the opinion of the Company not practicable or impossible to arrange for the delivery of the goods.

universely on the goods.

On all amounts overdue to the Company, the Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.

Quotations are given on the basis of immediate acceptance by the Customer and are subject to withdrawals or revisions by the Company. Further, unless otherwise agreed in writing by the Company, the Company, notwithstanding acceptance of the quotations by the Customer, shall be at liberty to revise quotations or charges with or without prior notice in the event of changes occurring in currency exchange risks, rates of freight, insurance premiums or any charges applicable to the goods.

Freight charges are usually quoted and charged on "chargeable weight" basis. Chargeable weight is the actual gross weight or volume weight, whichever is the higher. Volume weight is calculated by reference to the volume of the consignment (including packaging) divided by a certain factor. References to "per kilogramme" or "per ton" or "per pound" refer to the higher of the actual gross weight and the volume weight. Further details relating to the computation of freight charges will be provided to the Customer upon request. Customers are advised to obtain such details.

SUB-CONTRACTING

The Company shall be entitled to sub-contract on any terms the whole or any part of the Services and any and all duties whatsoever undertaken by the Company

The Company shall be entitled to sub-contract on any terms the whole or any part of the Services and any and all duties whatsoever undertaken by the Company.

LABILITY AND LIMITATION

Notwithstanding any negligence of the Company, its servants or agents or subcontractors or other persons for whom the Company is responsible, the Company shall not be responsible or liable for any damages to or loss or non-delivery or goods or for any delay or deviation in respect of the intemportation or delivery or different handling of goods, unless it is proved that such damage, loss, non-delivery, mis-delivery, delay or deviation couraged whilst the goods were in the actual custody of the Company and under its actual control and that the damage, loss, non-delivery, mis-delivery, delay or deviation was due to the wildlin neglect or will adefault of the Company is the Company is servantial or the company is responsible, the Company shall not be liable for any non-compliance or mis-compliance with instructions given to it unless it is proved that such non-compliance or mis-compliance was caused by some provided in Clause 21.1 or Clause 21.2, the Company shall be under no liability whatsoever and howsoever arising and whether in respect of or in connection with any goods or any instructions, business, advice, information or service or otherwise, and whether or not there is negligence on the part of Company, its servants or agents or sub-contractors or other persons for whom the Company is responsible.

Further and without prejudice to the generality of the preceding provisions of this Clause 21 the Company shall not in any event, whether under Clause 21.1 or Clause 21.2 or otherwise, be under any liability whatsoever for:

(a) any special, incidental, indirect, consequential or Company is responsible.

(b) any special, incidental, indirect, consequential or Company is servanting from any act or claused and whether or not never to make the consequence of the company or its servants or agents or sub-contractors or other persons for

or not resulting from any act or default or neglect of the Company or its servants or agents or sub-contractors or other persons for whom the Company is responsible.

Save where Clause 21.6 or Clause 21.7 is applicable, in no case whatsoever shall the liability of the Company however arising and notwithstanding any lack of explanation exceed the value of the relevant goods or as un of HKS2000 op er shipping package or unit or HKS1000 oper (weight) kilosure, whichever is the lexplanation exceed the value of the relevant goods or as un of HKS2000 oper shipping package or unit or HKS1000 oper (weight) kilosure, whichever is the lexplanation or or more of the Hague Rules, the Hague-Visby Rules, the Hague-Visby Rules (as amended by the Protocol signed at Brussels on 21.e December 1979), the Warsaw Convention and the Guadalajane Convention are compulsorily applicable, the relevant limitation amounts set out therein as applied by the applicable legislation will apply. In all other cases the limitation amounts detailed in Clause 21.5 will apply a Special arrangement agreed in writing, the Company may accept liability in excess of the limit set out in Clause 21.5 if the Customer agrees to pay and has paid the Company's additional charges will be provided upon request.

NOTICE OF CLAIM
Any claim against the Company must be in writing and delivered to the Company at its registered office or its principal place of business in Hong Kong within 14 days of:
(a) in the case of damage to goods, the date of delivery of the goods, (b) in the case of loss or non-delivery or mis-delivery or delay in delivery of goods, the date that the goods should have been delivered, and (c) in any other case, the date of the event giving rise to the claim.

No action shall be against the Company if the claim is not made within the times and in the manner specified in Clause 22.1.

TIME BAR
Any right of action against the Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by the Company within 9 months from the date the goods arrived at the destination or the date the goods should have arrived at the destination (whichever date is the earlier).

includes not the date the goods arrived at the estimation to the date the goods should never arrived at the destination (winderect date is the carrier).

Goods received with Customer's or other person's instruction to Collect on Delivery (C.O.D) by bank drafts or otherwise, or a coepied by the Company only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, carrier or agent to whom it will send such item for collection, and the Company will not be responsible for any act, omission, default, suspension, insolvency or want of care, negligence, or fault of such bank, correspondent, carrier or agent, nor for any delay in remittance lost in exchange, or during transmission, or while in the course of collection.

GOVERNING LAW

These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.