



Unity Broker & Cargo Services Ltd.

一致報關貨運有限公司

The best services in Unity with everyone

UNITY BROKER & CARGO SERVICES LTD

RM 1408 CHEUNG FUNG IND BLDG 23 - 39 PAK TIN PAR STREET TSUEN WAN HONGKONG

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Standard Trading Conditions for Unity Cargo Management Services Shanghai Ltd

(Pages 4-5 inclusive in Chinese)

1. Scope

These Conditions define the contractual status of the international freight forwarding company and the customer with liability warrant, exceptions, liability limitation, charges and time bar.

These conditions apply all the operations of the international freight forwarding company.

2. Definitions

In These Conditions, the following words and expressions have the following meanings unless and except as otherwise specifically defined:

2.1 **"Company"** means Unity Cargo Management Services Shanghai Ltd and their branch offices registered in China and filed in the industry administration agency (i.e. enterprise and business filing) for international freight forwarding, logistic and other services.

2.2 **"Customer"** means any legal entity or natural person concluding contract with the Company, accepting the service provided by the Company and enjoying rights and undertaking obligations according to the contract, or any legal entity or natural person having an interest in the contract, including but not limited to owner, consignee, shipper, consignee of the goods or their agents.

2.3 **"Instructions"** means statements of the Customer's specific requirements and includes the instructions specified on the front of the Shippers' Instructions and/or on the front of the Company's form of transport document (including the Company's house bill of lading).

2.4 **"Owner"** means the owner of the goods (including any containers or equipment other than those provided by the Company or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them and includes the consignee named on the front of the Shippers' Instructions and/or on the front of the Company's form of transport document (including the Company's house bill of lading).

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

2.6 **"Dangerous Goods"** means the goods classified as dangerous goods under international conventions or domestic laws and the goods that are likely to become dangerous, flammable, radioactive, noxious or damaging.

3. Application of these Conditions

3.1 All business undertaken by the Company and Company's transactions are subject to these Conditions which shall be incorporated in and to be an integral part of any agreement between the Company and the Customer. These Standard Trading Conditions may be modified by agreement in writing by the Company prior to inception of this contract. Where the clauses of the agreement between the Company and the Customer or the clauses of the transport documents issued by the Company, which includes but are not limited to airway bill, seaway bill and multi-modal bill of lading issued by the Company listing the Company as the carrier are contrary to these Conditions, the clauses of the agreement or the bills shall prevail.

3.2 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.

3.3 No omission or 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.

3.4 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 impaired thereby.

4. Contractual Status of the Customer and the Company

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 accepting these Conditions. Where the Customer acts as the agent of the Owner, the Customer also accepts such liability to the Company that in respect of such transaction or business the Company is entitled to enforce its rights against the Customer and the Owner jointly and severally

5. Obligations of the Customer

5.1 The Customer warrants that it has taken all the sufficient and effective measures to have a full understanding of the contents of the agreement with the Company and of the documents issued by the Company for the Customer at the time of concluding or accepting such agreement or documents.

5.2 The Customer warrants that each and every of the Instructions given to the Company is lawful, valid and performable.

5.3 The Customer warrants that the presentations it made to the Company concerning the goods are sufficient and correct.

5.4 The Customer warrants that the packing and marks of the Goods met the requirement of carriage. The Customer shall comply with the special requirements demanded by the Company at the time of receiving the goods according to the nature of the goods and the special conditions of the voyage.

5.5 Except under special arrangements previously made in writing, the Customer warrants that the goods are not the dangerous goods as defined under binding documents such as laws, regulations, international conventions, nor are other goods likely to cause damage. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to accept or handle or deal with any such goods otherwise than under special arrangements previously made in writing, the Customer shall be liable for all expenses, losses, damages whatsoever caused, fines and claims in connection with the goods howsoever arising. The Company or other persons in actual control of the goods has the right to decide whether the goods are dangerous goods without notice to the Customer and shall be entitled to destroy or otherwise dispose of the goods at the risk and expenses of the Customer.

5.6 The Customers shall not ask the Company to stop carriage, return the goods, change the place of destination, or deliver the goods to other consignee or dissolve the contract unless, before the Company delivers the goods to the consignee, the Customers return all bills or transport documents previously issued by the Company and shall compensate the Company for all the losses caused to the company.

6. Rights and Obligations of the Company

(I) General provisions

6.1 Unless otherwise previously agreed in writing, the Company is authorized to enter into contract on its own behalf or on behalf of the Customer for the following matters, without notice to the Customer:

- (1) selecting the carrier, mode and route of transport for the goods;
- (2) selecting whether to containerize the goods or not and whether to carry the goods on deck or not;
- (3) for the storage, packing, unpacking, transshipping or otherwise handling of the goods;
- (4) other arrangements in pursuance to the Instructions of the Customer or as deemed necessary by the Company.

6.2 The Company is authorized (but is not obliged) to depart or deviate from the Customer's Instructions in any respect if in the opinion of the Company such departure or deviation is necessary or desirable in the Customer's interests. The Company shall in any time comply with the instruction or orders of the governmental departments and the Company's responsibility for the Goods shall cease at the time of delivery or otherwise handling of the goods as per the above instructions and orders.

6.3 The Company is authorized by the Customer to act and the Company is not required, unless specifically requested by the Customer in writing, to inform the Customer of details of acts taken by the Company.

All transactions are subject to the company's standard trading conditions (copy is available upon request), Which in certain circumstances limit or exempt the company's liability

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- 6.4 At any time when the Company deems that impediment, risks, delay or disadvantage is or likely to be affecting its performance of the obligations and the Company does not have reasonable methods to avoid the same, the Company may terminate the performance of obligations by giving a written notice to the Customer. The Company may hand over all or part of the goods to the Customer for control at any place the Company deems convenient and the Company's responsibility for the Goods shall cease till then. The Customer shall, upon request, pay the expenses additionally incurred by the Company for carrying, delivering and storing the goods at the above place and other relevant expenses.
- 6.5 If delivery of the goods or any part thereof is not taken by the Customer at the time and place notified by the Company, the Company shall be entitled to store the goods or any part thereof at the sole risk of the Customer, whereupon any liability which the Company may have in respect of the goods or that part thereof stored as aforesaid shall wholly cease.
- 6.6 The Company is entitled (but not obliged) to sell or dispose of all or part of the Goods at the sole risk and expense of the Customer under any of the following circumstances:
- (1) The Company has given a written 21-day notice to the Customer when the Company at its sole discretion deems that all the Goods cannot be delivered as instructed;
 - (2) The Goods have perished or deteriorated or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to other persons or properties.

(II) Where the Company contracts on behalf of the Customer

- 6.7 Where the Company acts as agent, the Company is entitled to enter into a contract on behalf of the Customer in the name of the Customer or in its own name with any third party. The contract thus concluded shall have direct binding effect on the Customer and the third party.
- 6.8 Where the Company acts as agent, the Company shall not be liable for the loss of the Customer unless and except to the extent that the loss is caused by the negligence of the Company.
- 6.9 Where the Company acts as agent, the Company shall not be liable for the loss caused by the acts or omissions of the third party including but not limited to the carriers, warehousemen, stevedores, railway bureau and truckmen, unless the Company has not acted diligently in selecting, instructing and supervising the third party.

(III) Where the Company contracts as principal

- 6.10 The Company acts as principal when undertaking carriage with its own means of transport or concluding agreement and issuing transport document in the name of carrier. The responsibility period of the Company as the multimodal transport operator with respect to the goods under multimodal transport contract covers the period from the time of taking the goods in its charge to the time of their delivery. The responsibility of the Company shall be determined by the principle of "network liability", subject to the laws and regulations governing a specific section of the multimodal transport. Where the Customers accepts the transport document issued by persons other than the Company and fails within a reasonable time to demand the Company to bear the responsibility as the principal, the Company shall no longer bear the responsibility as the principal.
- 6.11 Where the Company contracts as principal it shall be responsible for the acts and omissions of the third party employed by the Company in undertaking the carriage contract or other services as if such acts and omissions are done by the Company itself.
- 6.12 The operation of the 6.11 does not preclude the Company from the benefits of the exceptions and liability limitation under the laws and these Conditions.

7. Special provisions concerning containerized transport

- 7.1 Where containers are not stuffed or sealed by the Company, the Company shall not be liable for the loss of and damage to the content in the containers resulting from one or more of the following circumstances:
1. Mode of stuffing or sealing;
 2. Unfitness of the goods for containerized transport, unless the Company expressly requires the goods to be carried in containers;
 3. Un-cargo-worthiness of the containers unless the containers are supplied by the Company or on its behalf. Even if the containers are supplied by the Company, if the un-cargo-worthiness of the containers is the result of the failure of the Customer to make presentation of the special nature of the goods, the Company shall not be liable.
- 7.2 The Customer shall hold the Company harmless from any circumstance under 7.1 and shall indemnify the Company for any loss caused.
- 7.3 Where the Customer asks the Company to supply containers, the Company is not obliged to supply containers of special type or quality that fit the Goods, except express requirement to the contrary has been given to the Company.

8. Warranties

- 8.1 The Customer shall save harmless and indemnify 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 whatsoever 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 the Customer's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of the Customer or Owner.
- 8.2 Advice and information, in whatever form as may be given by the Company, are provided by the Company for the Customer only and the Customer shall save harmless and indemnify 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.
- 8.3 The Customer undertakes that any officer, servant, agent or sub-contractor of the Company shall have the benefit of all exceptions and liability limitations herein benefiting the Company.
- 8.4 The Customer shall defend, indemnify and hold harmless the Company from and against all claims, costs and demands whatsoever and by whomsoever made or preferred in excess of the liability of the Company under the terms of these Conditions.
- 8.5 The Customer shall defend, indemnify and hold harmless the Company in respect of any general average or any claims of a general average nature that may be made on the Company and the Customer shall provide such security as may be required by the Company in this connection.
- 8.6 After the Company agrees to accept dangerous goods for carriage, if the goods in the opinion of the Company constitute a risk to other goods, property, life or health, or by the restriction of some laws, the carriage or discharge of such goods may cause the arrest of the goods, other property or persons, the Company may destroy or otherwise deal with the goods without notice, at the risk and expenses of the Customer or the Owner and without any liability to the Company.
- 8.7 The Customer shall be liable for any loss, pollution, contamination, delay, demurrage, or loss of and damage to the property (including but not limited to containers) of the Company or others and the ship directly or indirectly caused by the Customer, Owner and their servants, agents and representative before, in the course or after the carriage.

9. Charges

- 9.1 The Company is entitled to charge on gross weight or volume weight. Further details relating to the computation of freight charges will be provided to the Customer upon request.
- 9.2 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.
- 9.3 When the Company is instructed to collect freight, duties, fees, charges or other expenses from any person other than the Customer and encounters difficulty in collecting, the Customer shall unconditionally forthwith pay the same.
- 9.4 On all amounts overdue to the Company, the Company shall be entitled to interest calculated on a daily basis from the date such accounts are overdue until payment thereof at 0.4% per day during the period that such amounts are overdue.
- 9.5 Quotations are given on the basis of immediate acceptance by the Customer. Notwithstanding acceptance of the quotations by the Customer, the Company shall be at liberty to revise quotations or charges in the event of changes of state policies and market in currency exchange, rates of freight, insurance premiums or any charges applicable to the goods.
- 9.6 The Company or its agents are entitled to have a lien on all the goods and documents received for monies due from the Customer to the Company. If any such monies due to the Company are not paid within 28 days after notice has been given to the Customer that such goods or documents are being detained, or if such monies are not paid within a reasonable time when the goods detained are perishable goods, the Company is entitled to dispose of the goods and/or the documents to satisfy such indebtedness and disposal expenses.

10. Exceptions of the Company

All transactions are subject to the company's standard trading conditions (copy is available upon request), Which in certain circumstances limit or exempt the company's liability

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Except under special arrangements previously made, the Company shall be relieved of liability for any loss or damage if and to the extent that such loss or damage is caused by:

- 10.1 Acts of omissions of the Customer or its agents;
- 10.2 In pursuance of the Customer's Instructions;
- 10.3 Improper packing or marking;
- 10.4 Handling, loading, discharging and stowing of the Goods by the Customer or its representatives;
- 10.5 Inherent defect of the Goods;
- 10.6 any loss, damage, expense or claim arising from flood, storm, typhoon, strike, commotion, embargo, war, piracy, ionizing radiation or contamination by radioactivity from nuclear fuel or nuclear waste and radioactive, toxic, explosive or other hazardous properties;
- 10.7 Any other cause or event which the Company is unable to avoid by the exercise of due diligence.

11. Liability Limitation

- 11.1 Except insofar as otherwise provided by law and regulation or other clauses of these Conditions, the Company's liability, whether arising from negligence, fault or other causes, shall not exceed the following, whichever is the least of:
 - (i) USD2 per kilogram of the gross weight of; or
 - (ii) USD500 per package or unit of the goods or any other properties lost, damaged, misdirected, misdelivered or in respect of which a claim arises.
- 11.2 In the case of claims for delay in respect of the transportation or delivery, the Company's liability shall not exceed the amount of the Company's freight for the Goods the delivery of which has been delayed.
- 11.3 Further and without prejudice to the generality of the preceding provisions of this Clause 10, if the Customer declare the value of the Goods at the time the Company takes over the Goods or by mutual arrangement agreed in writing, the Customer may claim in excess of the limits set out above, but the Company's liability shall in no event exceed the declared value or agreed value.

12. Notice

- 12.1 Unless notice of loss or damage is given in writing by the consignee to the Company at the time of delivery of the Goods to the consignee, such delivery shall be deemed to be prima facie evidence of the goods carried and delivered in apparent good order and condition. Where the loss of or damage to the Goods is not apparent, the notice in writing shall be given within 7 days from the next day of the delivery of the Goods. In the absence of such written notice, the delivery shall also be deemed to be prima facie evidence of the goods carried and delivered in apparent good order and condition.
- 12.2 Other claims shall be made within 14 days of the date upon which the Customer became or should have become aware of the loss or damage. And any claim not made shall be deemed to be waived except where the Customer can show that it was impossible for him to comply with the time limit and he has made the claim as soon as it was reasonable possible for him to do so.

13. Insurance

No insurance will be arranged except upon express instructions given in writing by the Customer and accepted by the Company. All insurance arranged by the Company is 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. 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 whatsoever in relation thereto notwithstanding 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 insurance, the Company acts solely as the agent of the Customer using reasonable effects to arrange such insurance. The Company does not warrant or undertake any such insurance will be accepted by the insurance company or underwriters.

14. Time Bar

Unless agreed differently by the Company in writing or suit is brought in the proper forum as specified under clause 14 of these Conditions, all the Company's liabilities shall be relieved within 9 months from the date the goods was delivered or should have been delivered by the Company or from the date the consignee was entitled to deem the Goods to have been lost due to failure of delivery.

15. Jurisdiction and Law

These Conditions and any claim or dispute arising out of or in connection with the services of the Company shall be subject to China law and regulation and exclusive jurisdiction of China courts.

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国际货运代理公司标准交易条件 一致國際貨物運輸代理(上海)有限公司

1. 范围

本标准确立了国际货运代理企业和客户的合约地位,规定了有关责任保证、免责范围、责任限制、费用、时效。
本标准适用于国际货运代理企业所承接的所有业务。

2. 定义

除另有说明外下列定义适用于本标准:

- 2.1 **公司** 指在中国境内依法注册并经行业主管部门备案(企业备案和业务备案)从事国际货运代理、物流等业务的一致國際貨物運輸代理(上海)有限公司国际货运代理公司及其分支机构。
- 2.2 **客户**指与公司签订合同,接受公司提供的服务,依据合同享有权利并承担义务的法人或自然人,或与该合同有利害关系的法人或自然人,包括但不限于货物的所有人、托运人、发货人、收货人或其代理人。
- 2.3 **指示**指记载客户明确要求的书面陈述,包括托运人书面指示及/或公司运输单证(包括公司提单)首页中所阐明的要求。
- 2.4 **货主**指根据本交易条件达成的任何业务中,货物(包括任何集装箱或其他设备,但公司或承运人提供的除外)的所有人,以及现时或将来可能对有关货物享有权益的任何人,包括托运人指示及/或公司运输单证(包括公司提单)页面中所列名的收货人。
- 2.5 **货物**包括各种货物、器皿、商品和物品,及并非由公司提供或拥有的集装箱、拖车、储罐或货盘(包括用于运输目的的任何近似存储或集装的器具)。
- 2.6 **危险货物**指依据国际公约或国内法律确定为危险品的货物,以及那些可能变为有危险的、易燃的、放射性的、有毒的或有破坏力的货物。

3. 适用范围

- 3.1 公司所承接的所有业务,均可根据本交易条件进行。本交易条件将成为公司与客户交易协议中不可分割的组成部分。经双方书面协议,可对本标准交易条款进行变更。当双方协议或公司签发的表明公司为承运人的各种运输单证、包括但不只限于空运单、海运单及多式联运提单等单证中的内容有与本交易条件规定冲突的,应以协议或单证的规定为准。
- 3.2 公司对公司免费提供的所有意见、资料或服务,均不承担任何责任。
- 3.3 公司未行使或迟延履行使公司的权利,均不可视为放弃有关权利,而公司单项或局部行使任何有关权利,并不排除进一步或以其他方式行使有关权利,或行使公司享有的任何其他权利。本交易条件中规定的公司权利,并不排除公司依法享有的其他权利。
- 3.4 本交易条件的各项规定具有可分割性。任何一项或多项交易条件的无效、违法或不可执行,均不影响本交易条件其他规定的有效性、合法性和可强制执行性。

4. 客户和公司的合约地位

与公司订立任何交易或业务的客户,特此向公司明确保证:其作为货主或货主的代理人,完全接受或代表货主完全接受本交易条件。当客户为货主的代理人时,客户与货主对公司承担连带责任,即公司有权对货主和客户共同或分别行使公司权利。

5. 客户义务

- 5.1 客户保证,对其与公司签定的协议以及公司为其签发的各种单证内容,在签定或接受时已经采取各种充分、有效的方式对相关内容有了充分了解。
- 5.2 客户保证其对公司的指示是合法、有效和可行的。
- 5.3 客户保证其对公司有关货物的说明是充分、准确的。
- 5.4 客户保证货物的包装和标识符合运输要求。客户应完成公司针对货物性质和运输线路的特殊情况而在接受货物时对包装和标识提出的特殊要求。
- 5.5 除非双方有特别的书面约定,客户应当保证交运货物不属于法律、法规、国际公约等具有约束力的文件中所规定的危险品,也不属于其他可能造成危险的货物。在双方事前没有特别书面约定的情况下,因上述具有危险性的货物给公司造成的一切支出、损失、损害(不论其产生方式)、罚款、索赔,客户应负赔偿责任。公司或者其他控制货物的人可以不经通知客户有权认定货物是否具有危险性的货物,并有权决定销毁或以其他方式处置该货物,由此产生的风险和支出由客户承担。
- 5.6 在公司将货物交付给收货人之前,除非客户退还公司已签发的全套运输单证及承诺负责赔偿由于要求修改运输合同而给公司造成的一切损失,客户不可以要求公司中止运输、返还货物、变更到达地或将货物交付给其他收货人或解除合同。

6. 公司的权利和义务

(I) 通用条款

- 6.1 除非另有相反书面约定,公司有权就下列事项自己或代表客户签订合同,无须通知客户:
 - (1) 选择货物运输的承运人、方式和路线;
 - (2) 选择货物是否装集装箱、是否装载在甲板上;
 - (3) 进行货物储存、装卸、拆包、转运或其他方式处理货物;
 - (4) 根据客户指示或公司认为必须作出的其他安排。
- 6.2 尽管某种作为或不作为背离或偏离客户的指示,当公司认为该种作为或不作为符合客户的利益,公司有权选择进行,但不因此而给客户增加额外的责任。公司在任何时候都应遵守政府有关部门的指示或命令,公司对货物的责任终止于其按照前述指示或命令进行交付或对货物进行其他方式处理之时。
- 6.3 公司依客户授权行事。公司无须将公司行事的详情通知客户,除非客户明确书面要求。
- 6.4 无论何时,如果公司认为其履行义务受到或可能受到妨碍、风险、迟延或不利益,而且公司无法以合理的方式避免,则公司可以向客户发出书面通知,终止履行义务。公司可以在其认为安全方便的任何地方,将货物的全部或部分交给客户掌管,至此,公司对货物的责任终止。客户应当根据要求,支付公司为货物运输、交付、储存到上述地点的额外支出和相关费用。
- 6.5 如客户没有在公司通知的时间和地点接收货物,公司有权将货物的全部或部分储存起来,全部风险和费用由客户承担,至此,公司对货物的责任终止。
- 6.6 在下列情况下,公司有权利(但没有义务)销售或处置全部或部分货物,一切风险和费用由客户承担:
 - (1) 公司单方面认为全部货物无法按照指示交付时,提前21天向客户发出书面通知;
 - (2) 货物已经腐烂变质,或即将腐烂变质;或已经造成或将要造成他人或财产损失

(II) 公司作为代理人时的特殊约定

- 6.7 当公司作为代理人时,公司有权代表客户以客户的名义或以自己的名义与第三人订立合同,该合同直接约束客户与第三人。
- 6.8 除非公司在履行代理职责时由于本身疏忽造成客户损失,否则公司不承担赔偿责任。
- 6.9 公司作为代理人时,对第三人的行为和疏忽所造成的损失不承担责任,包括但不限于承运人、仓库保管员、港口装卸公司、铁路局、卡车公司等等,除非公司在选择、指示及监督第三人时未恪尽职守。

(III) 公司作为当事人时的特殊约定

All transactions are subject to the company's standard trading conditions (copy is available upon request), Which in certain circumstances limit or exempt the company's liability

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- 6.10 公司在使用自己的运输工具进行运输或在签订协议和以承运人身份签发运输单证时，应承担当事人责任。在公司作为多式联运经营人时，责任期间自接收货物时起，至交付货物时止。公司责任的判定，应依据“网状责任制”原则，具体适用调整该运输区段运输方式的法律法规。如果客户接受了公司以外的其他人签发的运输单证，并且在合理的时间里没有主张公司承担当事人责任，则公司不再承担当事人责任。
- 6.11 公司作为当事人，将对其所雇佣的第三人在完成运输合同或其他服务时的行为和疏忽承担责任，如同该行为是其自己作出的一样。
- 6.12 前款有关公司作为当事人的特别约定并不排除公司依照法律和本交易条件享有免责条款及限制责任条款的权利。

7. 集装箱运输的特殊规定

- 7.1 如果集装箱不是由公司装箱或封箱，公司对于下列箱内货物损失情况不承担任何责任：
- i. 装箱或封箱的方式；
 - ii. 货物不适合集装箱运输，除非公司明示要求货物以集装箱运输；
 - iii. 集装箱不适货或其他缺陷，除非集装箱是由公司或代表公司的人提供的。即使集装箱是由公司提供的，但客户没有对货物的特殊性予以说明而导致的集装箱不适货，公司也不承担责任。
- 7.2 客户应保证公司不因 7.1 情况遭受损失。如有损失，应予以赔偿。
- 7.3 如客户要求公司提供集装箱，除非有相反的明示要求，公司没有义务提供特殊类型或特殊质量的集装箱。

8. 责任保证

- 8.1 在公司按照客户指示行事时，如因客户违反义务、或客户提供的资料或其指示不准确、不详尽或模糊不清、或客户与货主的疏忽而产生的一切损失（包括但不限于任何机构所征收任何性质的所有税款、罚款及开支），客户必须保证公司免受追索并向公司作出赔偿，直到公司免受损失。
- 8.2 公司向客户发出的任何意见和资料，只对客户负责。如任何其他他人依赖此文件而给公司造成的一切索赔、责任，客户有义务保证公司免受追索并赔偿因此而给公司造成的损失。
- 8.3 客户承诺，根据法律和本交易条件对公司适用的任何例外责任、责任限制等规定，同样适用于公司的雇员、代理人、分代理人等。
- 8.4 对于超越本交易条件规定的公司所需承担责任的一切索赔、费用，客户应向公司作出赔偿并使得公司免受损失。
- 8.5 针对公司作出的任何有关共同海损性质的索赔，客户应向公司作出赔偿以使公司免受损失，并提供因此索赔公司所要求的担保。
- 8.6 在公司同意接受危险品运输后，公司单方面认为该危险品对其他货物、财产、生命或健康构成危险时，或者由于某些法律规定的限制，载运或卸下该货物可能导致其自身或其他财产或他人被扣留时，公司可以不经通知将货物销毁或以其他方式处理，一切费用由客户或货主承担，公司不负任何责任。
- 8.7 由客户、货主及其雇员、代理人、代表人直接或间接造成的运输开始前、运输过程中或运输完成后的损失、污染、玷污、延误或滞期，或公司或他人的财产（包括但不限于集装箱）、船舶的损失，客户均应负责赔偿。

9. 费用

- 9.1 公司有权选择以价值或重量或体积来计算收费。公司可应客户的要求提供有关运费计算方法的详细情况。
- 9.2 客户应按期以现金或其他约定的方式向公司及时、足额支付各种公司收费，不得以任何理由扣减或延付。
- 9.3 当公司按指示向客户以外的第三人收取费用时，如果收取遇到困难，客户应立即无条件支付该笔费用。
- 9.4 公司有权对拖欠款项按照每天万分之四收取利息，自应付之日起，到实际支付款项时止。
- 9.5 公司报价一经客户接受即生效。如遇外汇、运费、保险等国家政策和市场费率发生重大变化，公司可与客户协商修改报价或收费。
- 9.6 客户未付清公司的收费情况下，公司或其代理人有权对收到的货物和单证行使留置权。如客户在得到货物或单证留置通知 28 天内仍不付款。或当货物为易腐烂物品时，公司向客户发出书面通知后合理时间内仍不付款，公司有权对货物和单证进行处置，以补偿欠费和处置费用。

10. 公司免责条款

除非另有规定，公司对下列原因造成的任何损失不承担任何责任：

- 10.1 客户或其代理的行为或疏忽；
- 10.2 遵循客户的指示；
- 10.3 货物包装或标识不良；
- 10.4 客户或其代表对货物所进行的搬运、装卸、积载；
- 10.5 货物固有的缺陷；
- 10.6 由洪水、暴雨、台风、罢工、动乱、禁运、战争、海盗、致电离辐射或者由核燃料、废物和放射物质、中毒、爆炸或其他危险物质所造成的污染、损害、费用或索赔；
- 10.7 公司通过谨慎处理可以避免的其他原因。

11. 责任限制

- 11.1 除法律法规和本交易条件另有规定外，在任何情况下，无论是由于过失或过错或其他原因，公司的赔偿责任如下并以较低者为准：
- (i) 以毛重量每千克 2 美元；或者
 - (ii) 以每包或件 500 美元计算
- 货物灭失、损坏、错运、错交或因此产生索赔的货物的价值
- 11.2 因货物延迟引起的索赔，如根据本交易条件无法免责，则赔偿限额为公司对延迟货物所收取的运费。
- 11.3 在不违背 10 款中所列内容的前提下，公司接收货物时客户有价值声明或双方另有明确约定的，可向公司索赔更高的赔偿，但应不超过货物声明价值或约定价值。

12. 通知

- 12.1 对于货物的灭失或损坏，被指定的收货人应于接受货物时以书面形式通知公司，并声明此种损失的基本情况，否则此种交付是表明货物在良好状态下运送、表面完好的初步证据。如果损失不明显，也应于货物交付给指定的收货人的次日起连续 7 日内书面通知公司，如未提交书面通知，此种交付同样具有初步证据的效力，即说明运输货物的完好。
- 12.2 其他非货物灭失或损坏的索赔应自客户知道或应当知道产生损失之日起连续 14 天内提出，否则，将被视为对客户对权利的放弃。除非客户能证明在规定的时间内无法提出并在阻碍消失后立即提出了索赔。

13. 保险

除非公司接受了客户的明确指示，公司不会安排投保。所有经公司安排的保险，均须受承保的保险公司或承保人的保险单所载的免责条款和通常的限制。公司并无任何责任为每项运输安排独立投保。倘若有关承保人基于任何原因对其责任产生争议，则投保人只可向承保人作出追偿，而公司对此概不承担任何法律责任，即使有关保险的保费与公司收取的保费或客户付给公司的保费并不相同。在公司同意安排保险的情况下，公司纯粹以客户代理人身份努力安排有关投保，但公司并不保证或承诺任何有关保险将被有关保险公司或承保人接受。

14. 时效

除非另有明确的书面约定或客户已经向公司按本交易条件第 14 条提起诉讼，否则公司在货物交付、或应当交付，或因未交付而收货人有权视为货物已灭失之日起 9 个月，免除所有责任。

15. 法律适用和争议解决

本交易条件的解释和因公司服务或与公司服务有关的任何索赔和争议应适用中华人民共和国法律、法规，并由中国法院排他管辖。

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