

HONG KONG ASSOCIATION OF FREIGHT FORWARDING AND LOGISTICS LIMITED STANDARD TRADING CONDITIONS

HAFFA STANDARD TRADING CONDITIONS - 29 DECEMBER 1997 EDITION

In these Conditions, the foll "Ancillary Services"

"Conditions"

with your day and expressions have the following meanings unless the context otherwise requires: includes services of arranging for the storage, werehousing, collection, delivery, local transportation, insurance, the property of the proposal services. In a present of the handing of pools and other services relating or anotherly to the Principal Services.

In a meaning MOL Legistic (MLX) Ltd.) a member of the Hongkong Association of Freight Forwarding And Logistics Limited loading under leses Conditions.

Limited loading under leses Conditions.

Limited loading the Company's house as way-fill or house bill or lading). The Company is found to the Service of the Company's found of the service of the Shipper's Instructions and or the Company's house as way-fill or house bill or lading). The company is found to the Shipper's Instructions and or the Company's found to the Shipper's Instructions and of the Company's found to the Shipper's Instructions and of the Company's found to the Shipper's Instructions and of the Company's found to the Shipper's Instructions and of the Company's found to the Shipper's Instructions and of the Company's found to the Shipper's Instructions and of the Company's found to the Shipper's Instructions and of the Company's found to the Shipper's Instructions and of the Company's found to the Shipper's Instructions and of the Company's found to the Shipper's Instructions and of the Company's found to the Shipper's Instructions and of the Company's found to the Shipper's Instructions and of the Company's found to the Shipper's Instructions and of the Company's found to the Shipper's Instructions and of the Company's found to the Shipper's Instructions and t "Customer

"FIATA"
"FIATA Air Wavbill"

"FIATA Multimodal Transport Bill of Lading"

"Shippers' Instruction "Hague Rules "Hague-Visby Rules

needs an form or negated as veryous organe for white actuation special power in the capacity of a Contracting) carrier.

Carrier.

means the FLATA form of multimodal transport bill of lading together with the standard conditions government and in disregating such bill of lading (1920) for use by forwarders who choose to salesms failabilities as a Contracting) carrier such bill of lading (1920) for use by forwarders who choose to salesms failabilities as a Contracting) means any of the Company's form or forms of shipping instructions or orders containing the Customer's artistructions to the Company's form for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25th August 1924.

The Company of t "Principal Se "Services"

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

erences to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or as their lication is modified by other provisions from time to time and shall include any provisions of which they are re-enactments (whether with or

Unless the context requires otherwise, words importing the singular include the plural and vice versa, words importing a gender include every gender, references to persons include any body corporate or unincoporated, and references to Clauses are to Clauses of these Conditions, and the plural and vice versa, words importing a gender include every gender, references to persons exclude any body corporate or unincoporated, and references to Clauses are to Clauses of these Conditions, and the plural and vice versa, and the plural and vice versa, and the plural and vice versa, and the presentations, agreements, coverants, obligations, labelities, guarantees and indemnises expressed continues. All representations, warranties, understatings, agreements, coverants, obligations, labelities, guarantees and indemnises expressed continues to the plant of the plan

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18 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 effected or imparted thereof.

APPLICATION OF THE CONDITIONS/LEGISLATION COMPULSORILY APPLICABLE

2. APPLICATION OF THE CONDITIONS/LEGISLATION COMPLISORILY APPLICABLE
1. All and any business understance by the Company is transacted subject to these Conditions and each of these Conditions shall be deemed to be incorporated in and to be a condition of any agreement between the Cumpany and the Customer. All other terms and conditions are hereby excluded. Should any Customer wish to contract with the Company and the Customer. All other terms and conditions are hereby excluded. Should any Customer wish to contract and sixplet of the customer and the Company and subject to such arrangements having been reduced mit owniting and sixplet of by an authorized officer of the Customer and by an authorized officer of the arrangements having been reduced mit owniting and sixplet of by an authorized officer of the further and the company and subject to such registrations are companied to the companied of the customer and by an authorized officer of the subject of such registrations are companied to the companied of the customer and by an authorized officer of the customer and the cu

CONTRACTUAL STATUS OF CUSTOMER

The Custome entering into any transaction or business with the Company heeby supressly warrants to the Company that the Customer is either the Owner or the authorized appent of the Owner and that it is authorized to scope in an accepting these Conditions not only for but also for the Owner Where the Customer acts as the agent of the Owner, the Customer also accepts personal liability to the Company without prejudice but any of the rights or remedies of the Curromany against the Owner and so that in respect of such innearaction or business the Company's entitled to enforce its rights or remedies (including without limitation the right to recover any sum payable to the Company) against the Customer and the Owner jority and severally.

CONTRACTUAL STATUS OF THE COMPANY

- CONTRACTUAL STATUS OF THE COMMANY

 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 Anciliary Services.

 The Company falls 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 the or the order of the services or exercise provides to the services or exercise to the contrary any contract to which these Conditions apply is made by the Company of the services or exercise the company and any such contract to the contract of the Customer by reason only of any one or more of the following:

 (a) the Company sauring town transport document including its house air waybill or air consignment note or house bill of lading or freight (b) the Company charges ain inclusive price:

 (c) the Customer's goods are forwarded, carried, transported, stored or otherwise handled together or in consolidation with other goods. 4.2

COMPANY'S AUTHORITY

- The Company is authorized to act on behalf of 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 to select, engage and enter into contract or arrangement (whether in the name of the customer to select, engage and enter into contract or arrangement (whether in the name of the customer to select and the customer's instructions.

- instructions.

 The Company is authorised (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 deviate from the Customer's instructions in any respect if in the opinion of the Company such departure or deviated in successary or desirable in the Customer's interests or is otherwise expedient.

 Example of the Company such departure or deviated in the Customer's interests or is otherwise expedient.

 Example or the customer, AND the Company is not required, unless specifically requested by the Customer in writing, to inflore the Customer of the terms and conditions or details of the contracts or arrangements or acts entered into or taken by the Company is writing to the Customer of the terms and conditions or details of the contracts or arrangements or acts entered into or taken by the Company is obtained to agree with any 30° Party the charges payable to such of Windows or the Company is the Company is only the Company is of the Company is only to the Strategies of the Company is only the Company is only to the Strategies of the Company is only to the Company is only the Company is only to the Company is only the Company is only to the Company is not under any the Company is not unde
- The Company is not obliged to arrange for the Customers' goods to be carried, forwarded, packed, unpacked, stored or handled separately. The Company's authorised (but is not obliged) to consolidate or arrange to be consolidated the goods of the customer with other goods purposed to the company programment of the company programment of the company programment of the company pursuant to the devicead authorizations that by the Company 5.8

WHERE THE COMPANY 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 purpor to make any contract as a principal with the Customer for the carriage, storage, backing, unpacking, (pocal) carriage, storage, backing, unpacking, (pocal) rareportation, transhipment, leading, unloading or other handling of goods by other persons, in addition and without prejudice to the exceptions and imitations contained in these Conditions, the Company shall be entitled to the benefit of all exceptions and limitations in favour of any 3rd Party expressly contained or implied in the Company's contract with such 3rd Party. The Customer shall not seek to impose a now 1nd Party and isability sealer than that accepted by such 3rd Party the such contact.

WHERE THE COMPANY CONTRACTS AS PRINCIPAL

- The Company in its absolute discretion may, under certain circumstances notwithstanding the terms and conditions contained herein, issue a set is used. The terms and conditions contained herein, issue a set issued, the terms and conditions embodied in it shall be paramount in governing the relationship between the Customer and the Company is no fir as those terms and conditions are inconsistent with or repugnant to these Conditions.

 Where, in respect of a transaction, the Company is held by a count of completel jurisdiction to be a carrier, the Company that be entitled to all where, in respect of a transaction, the Company is held by a count of completel jurisdiction to be a carrier, the Company that be entitled to all where, in respect of a transaction, the Company is the second control of the company that the company is also second to the company that the co
- the rights, immunities, exceptions and immitations unless that the rights immunities, exceptions and limitations, but without prejunce to the upen transcription to the extent that they are inconsistent with such rights, immunities, exceptions and limitations, but without prejunce to the upen transcriptions of the company is or is deemed to be a carrier in respect of a carriage of goods by air, the following notices are hereby given:

 "If the carriage involves an ultimate destination or sopin a country offer than the country of departure. He Warriage Convention may 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, in the conventions of carriage, regulations and times established. The first carriers address is the approved to expend the place of departure and the place of destinations, and from the fact or the air wayful of indemine and the place of the conventions of the convention of the con

CUSTOMER'S FURTHER WARRANTIES

- The Customer Futher warrains and achrowledges that :

 (a) Proper picking etc.
 All the goods, his the subject of any Service provided by the Company, have been properly and sufficiently packed and/or prepared, and that
 All the goods, his the subject of any Service provided by the Company, have been properly and sufficiently packed or prepared, and that
 All the goods, his the subject by for any loss of or damage is goods which are improperly or resufficiently packed or prepared, no matter have
 used house of damage is caused.

 (a) Transport Used Selviewed by or on behalf of the Customer are already carried in or on containers, traites, fits, railway wagons,
 the containers of the customer are already carried in or on containers, traited, signos, or any other unit load device (each hereafter individually referred to as "transport unit") the subject of the intended carriage
 (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
- the langoot unit is a good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handlin language and other handlin language and other handlin language and other handling to condition, is suitable to 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.
- loaded in or on the transport unit. Description of Course and other particulars of the goods furnished to the Company for customs, consolar and other purposes are true. All descriptions, values and other particulars of the goods furnished to the Company for customs, consolar and other purposes are true. It is true complete unit is their particular of the Customer to provide such information to the Company and to ensure that such information is true complete and accurate.
- (d) Fitness of Goods and 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 Score, Delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes and duties and shall comply with all necessary formalities and procedures.

INDEMNITIES

- The Customer shall save harmless and indennify and keep indennified 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 ading in accordance with the Customer's instructions, or arising from the action of the Customer's naccurate or incomplete or ambiguous information or instructions, or arising from the registence of the Customer or Owner.
- 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 and keep indemnified the Company from and against all claims, liabilities, losses, damages, costs and expenses arising out of any other person rehipm 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 22 is applicable.
- 9.3 The Customer undertakes that no claim shall be made against any officer, servant, agent or sub-contractor of the Company which imposes attempts to impose upon them any liability in connection with any services provided or to be provided by the Company, It any such claim shot nevertheless be made the Customer shall indemnify the Company against all consequences thereof. Without prejudice to the foregoing ev

- 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 aforesaid persons.
- The Castorner shall defend, indemnify and hold harmless the Company from and against all claims, costs and demands whateover and by whomsower make or preferred in excess of the liability of the Company under the teams 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 offices, severals, agents or sub-contractors.
- 9.5 The Customer shall defend, indemnify and hold harmless the Company in respect of any general average or any claims of a general average nature which may be made on the Company and the Customer shall provide such security as may be required by the Company in this

10. DANGEROUS GOODS ETC.

DANGEROUS GOODS ETC.

Except under special arrangements previously made in writing, the Customer warrants that the goods are not goods (or consist of goods) included in the Dangerous Goods (Application and Exemption) Regulations of the Laws of Hong Kong Cap. 295 of any modification thereof or the IATA Dangerous Goods (Applications prevaling at the time the Company or conforma acceptance of the Customer instructions, nor are goods 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, then whether or not the Company is accept or handle or deal with any such goods otherwise than under special arrangements previously made in writing, then whether or not the Company is observed the nature of such goods, the Customer indemnity the Company against all penalties claims damages costs expenses and any other liabilities whatsower arrange in connection of and without any liability to the Company or of any other person in whose custody or control the goods may be active or however the such acceptance of the Customer or the Owner in the sole discretion of and without any liability to the Company or of any other person in whose custody or control the goods may be at the relevant time. The become jurnifier carrainge (overseas or local), storage, packing, unpacking, handling etc or are or become goods of comparable hazard to the goods included in the IATA Dangerous Goods Regulations as origination of the Customer or the Owner in the sole discretion of which are or these leaks to the prevailing IATA Dangerous Goods Regulations are subject to respect to the Customer or the Owner in the sole discretion of and without any liability to the Company of the person in the sole discretion of any other interests. The province is the prevailing IATA Dangerous Goods Regulations are subject to cause damage. Accord for the prevailing IATA Dangerous Goods Regulations are subject to respect to the Customer or t

BULLION ETC.

Except under special arrangements previously made in writing the Company will not accept or deal with builden, coins, precious stores, eveniency, valuables, antiques, potentes, betweet or or plants Should the Customer rewritheless deliver my such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing, the Company shall be under no labelity whatsbeered for or in connection with the goods or any part thereof (nuclium) without inflation any loss of admage or non-delivery or mis-delivery or delay) however caused and notwithstanding that the value may be shown, declared or microated on any documents accompanying the subjected.

12. 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 fine Customer's interests to depart from those instructions, the Company is netrely irrecolarly authorised and shall be at littlery 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.

Pending forwarding or 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 Company and the cost therefor shall be for the account of the Customer.

14. DECLARATION OF VALUE ETC.

- 14.1 The Company shall not be obliged to make any declaration for the purpose of any statute or convertion 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 and the contract of th

15. DUTIES 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 therewise.

- 16. No insurance will be arranged except upon express instructions given in writing by 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 laided from a company or underwriters laided the company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters laided the Company shall not be under any responsibility or laided likely for any reason the insured shall have recourse against the insurence on the Company shall not be under any responsibility or laided likely for any reason the insured shall have recourse against the insurence on the Company shall not be underwriters. The company of part of the Company o

17. NO DUTY TO PRESERVE RIGHTS

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 oragine.

- 11. Notice of arms 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 design in the receipt of such in rotices. Any ordinary methods are receipted in the constant of the constant of the constant of the constant of the constant or the constant of the constant or the person entitled to the delivery of the man at the time and place when and where delivery should be taken, the Company shall be settled but in not obliged to store or cause to be stored or the good or or that part thereof short darks all volley cases and the constant or the person entitled to the delivery of the constant or the person entitled to the delivery of the constant or the person entitled to the delivery of the constant or the person entitled to the delivery of the constant or the person entitled to the delivery of the constant or the person entitled to the delivery of the constant or the person entitled to the delivery of the delivery of the person entitled to the person entitled to the delivery of the delivery of the person entitled to the person entitled to the person entitled to the person entitled to the person entitled the person entitled to the person entitled the person entitled to t

- of the goods or that part threed stored as aforesaid shall wholly cease and the cost of such storage shall upon demand be paid by the Customer to the Cost of the

19. QUOTATIONS AND CHARGES

- 19. 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 per-paid or to be collected.

 19.2 The Customer shall pay to the Company all sums immediately when due without deduction or deferment on account of any claim, counterctains or set-off. Payment to the Company is due as soon as an invoice is rendered. Payment shall be made in catal unless otherwise agreed by the Company with the company is due as soon as an invoice is rendered. Payment shall be made in catal unless otherwise agreed by the Company with side scretch may request being made, the Customer shall make such advance to the Company of the Company with the Company and t

20. 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 undertaker by the Company.

- 21.1 Notwithstanding any negligence of the Company, its servants or agents or sub-contractors or other persons for whom the Company is responsible. The Company shall not be responsible or label for any damage to or to see or non-delivery or ma-delivery or goods or for any damage to delivery delivery

- 21.4 Further and without prejudice to the generality of the proceding provisions of this Clause 21, the Company is responsible.

 21.4 Further and without prejudice to the generality of the proceding 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 labelity whatevere for.

 (a) The clause 21.2 or Clause 21.2 or Company is a service of the company is responsible.

 (b) any loss or damage or expense arising from or in any way commended with five or consequence of fire or substances or goodward or company is responsible.

 21.5 Save where Clause 21.6 or Clause 21.7 is applicable, in no Case whatevere very labelity which is company to the company or its servants or agents or sub-contractors or other persons for whom the Company is responsible.

 21.5 Save where Clause 21.6 or Clause 21.7 is applicable, in no Case whatevere shall the liability of the Company howsever arising and notwithstancing any lack of explanation exceed the value of the relevant poods or a sum of HS200.00 per shipping package or unit or 21.6 if any one or more of the Hague Rides, the Hague-Valby Pulles, the lague Valby Pulles, the file files where the file in the company is additional charges will be provided upon reagainst in writing. He company and additional charges will be provided upon request.

22. NOTICE OF CLAIM

- 22.1 Any dain against the Company must be in writing and delivered to the Company at its registered office or its principal place of but 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-fedewey or mis-delivery of delay in delivery of goods, the date that the goods should have been (c) in any other case, the date of the event giving rise to the claim.

 22.2 No action shaff is egainst the Company of the claim is not made within the times and in the manner specified in Clause 22.1.

23. 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).

24. COLLECT ON DELIVERY (C.O.D.) SHIPMENTS Goods received with Customer's or other person's instruction to Collect on Delivery (C.O.D.) by bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise, are accepted by the Company only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, careir or agent to whom it will send such limb 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, careir or agent, nor for any feeling in rentiliance of oil neckanage, or druing transmission, or while in the course of oilcetion.

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.