

世天威物流(连云港)有限公司

C.Steinweg Logistics (Lianyungang) Co., Ltd.

地址:连云港市连云区海棠北路 189 号金海国际 1108 室

Address: Room 1108, Jin Hai International Building,
No.189 Hai Tang Road North, Lianyungang district, Lianyungang, China

电话:86-518-82234345 / 82329820

Main Line no.: 86-518-82234345 / 82329820

传真:86-518-82234346

Fax Line no.: 86-518-82234346

邮箱:lianyungang@cn.steinweg.com

Email address: lianyungang@cn.steinweg.com



世天威物流(连云港)有限公司通用商务条款与条件

**GENERAL TERMS AND CONDITIONS OF C.STEINWEG
LOGISTICS (LIANYUNGANG) CO., LTD.**

第 1.1 版 Version 1.1

最新更新:2015 年 2 月 1 日 Last updated: 1 February 2015

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第一章 序文条款

CHAPTER I – GENERAL

1 适用范围

Applicability

1.1 本通用商务条款与条件(“本条件”)应适用于世天威物流(连云港)有限公司(“公司”)所从事的有偿或其他形式的所有和任何业务,包括提供咨询、信息或服务。本条件应视为公司与任何客户(“客户”)达成之合同的组成部分。为避免歧义,客户包括以下任一人士:

These general terms and conditions (“these Conditions”) shall be applicable to all and any business undertaken, including any advice, information or service provided by C.Steinweg Logistics (Lianyungang) Co., Ltd. (“Company”) for a fee or otherwise. The Conditions shall be deemed to be incorporated in and form part of any contract made between the Company and any customer (“Customer”). For the avoidance of doubt, a Customer may refer to any one of the following:

(a) 与公司签署合同的相对方,包括任何成为公司和客户间所签订合同一方的任何第三方;

a party/parties who sign(s) a contract with the Company, including any third party which becomes a party to the contract between the Company and the Customer;

(b) 根据本条件 36.1 条所签发仓单的持有人;和/或

a holder of a warrant issued in accordance with Article 36.1 hereinbelow; and/or

(c) 对存储于公司的货物拥有所有权和/或其他相关权利的任何一方。

any party who has ownership of and/or other associated rights to the goods stored with the Company.

1.2 本条件第一、二和八章适用于公司与所有客户间关于公司提供运输服务或其他相关工作的法律关系。第一、三和八章适用于公司与所有客户间关于公司提供仓储服务或其他相关工作的法律关系。第一、四和八章适用于公司与所有仓单持有人关于公司签发的仓单的法律关系。第一、五和八章适用于公司与所有客户间关于公司提供航运经纪服务的法律关系。第一、六和八章适用于公司与所有客户间关于公司提供装卸服务的法律关系。第一、七和八章适用于公司与所有客户间关于公司提供托管服务的法律关系。

Chapters I, II, and VIII hereof apply to the legal relationship between the Company and all Customers in respect of the Company's forwarding or related work. Chapters I, III and VIII hereof apply to the legal relationship between the Company and all Customers in respect of the Company's warehousing or related work. Chapters I, IV and VIII hereof apply to the legal relationship between the Company and all warrant holders in respect of warrants issued by the Company. Chapters I, V and VIII hereof apply to the legal relationship between the Company and all Customers in respect of the Company's shipbroking work. Chapters I, VI, and VIII hereof apply to the legal relationship between the Company and all Customers in respect of the Company's stevedoring work. Chapters I, VII, and VIII hereof apply to the legal relationship between the Company and all Customers in respect of the Company's escrow work.

1.3 就公司提供的所有服务(无论何时适用于或提供给客户),除公司与客户签署的任何特定条款或合同(“特定条款”)外,本条件亦应适用于所有该等服务,除非在特定条款中予以明确排除(如有),但前提是:

These Conditions apply to all services (whenever applied for or provided to the Customer) in addition to any specific terms or contract between the Company and the Customer (“Specific Terms”) except to the extent, if any, expressly excluded in the Specific Terms Provided However That:

(a) 如果特定条款的任何规定与本条件有冲突或不一致时,在无明显相反约定的情况下,该等冲突与不一致应以最有利于公司的方式和最有利于公司可行使任何与该等冲突或不一致相关的事项或问题所涉及的权利与选择权的方式解决,但仍应遵守适用法律的相关约束、限制和禁止的规定。

in the event of conflict or inconsistency between any provision of the Specific Terms and these Conditions, such conflict or inconsistency shall, in the absence of any express agreement to the contrary, be resolved in a manner most favorable to the Company and to the exercise of the Company's rights and options with respect to any matter or issue to which the inconsistency or conflict relates subject always to such restrictions, limitations and prohibitions under applicable laws;

(b) 仅在该冲突与不一致不能解决的情况下,特别条款的规定应优先于本条件的规定而适用;和

only to the extent that such conflict or inconsistency cannot be so resolved, the provision of the Specific Terms shall prevail over the provision of these Conditions; and

(c) 根据本条件授予公司的关于任何事项或事件的所有权利,应视为特定条款或公司与客户达成任何其他协议项下有关该等事项或事件公司所享有的权利的补充。

all rights conferred on the Company under these Conditions with respect to any matter or event shall be additional to the rights conferred on the Company under the Specific Terms or any other agreement with the Customer with respect to that matter or event.

1.4 公司为执行客户要求的与货物有关的服务可与第三方服务提供者签订合同,该等第三方服务提供者规定的其他条件可作为本条件的进一步补充。

These Conditions may further be supplemented by other conditions stipulated by third party service providers with whom the Company has made contracts for the purpose of carrying out the services required by the Customer in connection with the goods.

1.5 客户使用其自有格式文本不得认为是对本条件的废除或减损本条件的适用。

The use of the Customer's own forms is no derogation of these Conditions.

1.6 公司不作为普通承运人,仅根据本条件处理货物。

The Company is not a common carrier and only deals with goods subject to these Conditions.

2 公司适用的行业条款与条件

Sectoral Terms and Conditions applied by the Company

2.1 除非另有其他书面具体约定,公司提供的服务为公司作为货运代理人而提供的服务(包括但不限于卡车、驳船、火车和/或船只的租赁服务,即使该等服务系根据运输指令而提供的,作为收货代理人提供的服务,和/或作为海关代理人提供的服务)、作为仓库保管人、航运经纪人、和/或装卸服务提供方、和/或其他物流服务的提供者而提供的服务。

Unless specifically and in writing agreed otherwise, all services rendered by the Company are performed by the Company acting in its capacity of forwarder (including but not limited to services such as chartering of trucks, barges, trains and/or vessels, even if these services are performed pursuant to a transport order, services performed as receiving agent and/or services performed as customs agent), warehouse keeper, shipbroker, and/or stevedore and/or provider of other logistic services.

3 定义与解释

Definitions and Interpretation

3.1 除非上下文另有要求,以下词语应具有如下特定含义:

The following words shall have the meanings assigned to them unless the context otherwise requires:

(a)“托管工作”指从一方接收文件、持有文件以及代表该方向另一方释放文件。

“escrow work” means the receipt of documents from one party, holding the same, and releasing the same on behalf of that party to another.

(b)“运输工作”是指从一地到另一地的货物运输。对银行汇票等货到付款的交付指示应视为运输工作。

“forwarding work” means the transport of goods from one place to another. Instructions for delivery C.O.D. against banker's draft etc. shall be deemed to be forwarding work.

(c)“运输工具”是指指定的运输货物和/或人的方式,无论该等方式是否为机动式的。

“means of transport” means a construction designated for the transport of goods, and/or people regardless of whether such construction is self-propelled or not.

(d)“航运经纪工作”是指公司作为船主、承运人、期租人和/或船长的中间人参与和处置船只和运输事宜,包括但不限于公司协助缔结合同并作为海关代理人、货运代理人或船舶管理人行事。

“shipbroking work” means the attending to and handling of ships and transportation matters by the Company acting as an intermediary for shipowners, carriers, time charterers and/or masters. This includes, but is not limited to the Company assisting in the concluding of contracts, and acting as customs agent, freight forwarder, or ship manager.

(e)“服务”是指公司应客户要求所提供的服务,包括但不限于运输工作、航运经纪工作、装卸工作以及仓储工作。

“services” means all services performed by the Company at the request of the Customer including, but not limited to, forwarding work, shipbroking work, stevedoring work, and warehousing work.

(f)“装卸工作”是指通过运输方式进行装卸,包括但不限于接收、临时储存、转移、称重、重新包装、检查、指^令检查和/或交付货物、进行装运活动以及使用浮吊起重机或其它种类的起重机。

“stevedoring work” means the loading and unloading of means of transports, including but not limited to the acceptance, temporary storage, shifting, weighing, repackaging, checking, ordering the checking, and/or delivery of goods, the execution of shipping activities and the use of floating cranes or other kinds of cranes.

(g)“仓储工作”是指存储、交付、保管无仓单流转的货物,包括签发或同意签发仓库保管人的收据、交货单和/或类似目的的关于该货物的

放货单据。

“warehousing work” means the storage, delivery or holding in custody of goods for which no warrant is in circulation and includes the issuance or the agreement to issue a warehouseman's receipt, delivery order and/or release for similar purposes in respect of such goods.

- (h) “仓库收据”是指由公司签发的不可让与且不可转让的票据,是确认公司从客户或其代理人处收到货物的单据,且在其抬头表明为收据。

“warehouse receipt” means a non-transferrable and non-negotiable instrument issued by the Company, confirming the receipt of the goods by the Company from the Customer or its agents, described in its heading as a receipt.

- (i) “仓单”是指经标号、盖章且依法签署的票据,并在其抬头表明为仓单,证明持有人有权收取特定种类特定数量的货物。

“warrant” means a numbered, stamped and legally signed receipt, described in its heading as a warrant in which it is certified that the holder is entitled to receive a specific quantity of goods of a specific kind;

- (j) “仓单持有人”是指向公司出示仓单并表明身份的人。

“warrant holder” means a person who makes himself known as such to the Company by producing the Warrant; and

- (k) “仓单最后持有人”是指收到已签发仓单的人,且该仓单持有人向公司提出的书面请求所载日期是最近期的,但是公司应有权,但无义务,认为任何其他人是所知的仓单最后持有人,如果公司有理由认为该等其他人是仓单最后持有人。

“last warrant holder” means a person to whom a warrant has been issued and subsequently, the warrant holder whose written request to the Company to be regarded as such bears the most recent date, on the understanding however that the Company shall be entitled, but not obliged, to regard any other person as such if it has reason to assume that such other person is the last warrant holder.

3.2 单数的词语包括了复数的含义,反之亦然。含有任何性别含义的词语(包括中性)应包括了另一性别的含义。条款标题仅为方便参考所设。“人士”和“一方”包括任何公司、组织、社团,无论是否为法人。

Words in the singular include the plural and visa versa and words imparting any gender (including the neutral gender) shall include any other gender. Article headings are for ease of reference only. “Person” and “party” include any company or association or body of persons, corporate or unincorporate.

4 授权的保证

Warranty of Authority

4.1 在与公司签署任何合同之时,客户明确保证,其应是:

In entering into any contract with the Company, the Customer expressly warrants that he is:

- (a) 与合同相关货物的所有权人、或所有权人的授权代理人。如果货物或其任何部分不是客户自己拥有的未设权利负担的财产,为该等合同和本条件之目的,其应被视为货物所有权人或其他利益方的代理人,并保证其获得了拥有或持有货物或货物任何部分权益的所有人士的授权以签订合同,使他们及其自身受本条件的约束。

Either the owner, or authorised agent of the owner, of the goods to which the contract relates. If the consignment or any part thereof is not the Customer's own unencumbered property, he shall be deemed for the purposes of the contract and these Conditions to be the agent of such owner or other interested party and warrants that he has the authority of all persons owning or having an interest in the consignment or any part thereof to enter into this contract and bind them as well as himself to these Conditions;

- (b) 被授权同意接受本条件,不仅代表其自己,同时作为对货物持有或可能持有权益的任何其他人的代理人,代表该对货物持有或可能持有权益的所有其他人。

authorised to accept (and is accepting) these Conditions not only for himself but also as agent for and on behalf of all other persons who are or may thereafter become interested in the goods; and

- (c) 不作为消费者缔结或处理合同,尽管有任何性质的相反的法定或其他定义。

not contracting or dealing as a consumer notwithstanding any statutory or other definition of whatsoever nature to the contrary.

4.2 客户应赔偿公司因其无权代表对货物或其任何部分拥有权益的任何方与公司签署任何合同而使公司遭受的损失、损害或索偿。

The Customer shall indemnify the Company against any loss, damage or claims made upon the Company by virtue of any want of authority of the Customer to enter into any contract with the Company on behalf of any party having an interest in the goods or any part thereof.

4.3 在不减损 4.1(a)条规定的情况下,公司应有权根据本条件不仅针对客户,也可针对发货人和/或收货人和/或货物所有人(如其认为合适),执行本条件下其享有的权利。

Without prejudice to Article 4.1(a), the Company shall have the right to enforce its rights under these Conditions not only against the

Customer but also if it thinks fit, against the sender and/or consignee and/or owner of the goods.

5 报价、价格和关税

Quotes, Rates and Tariffs

5.1 如经要求,公司应向客户提供一份报价。除非另有约定,报价仅作为要约邀请。

If requested, the Company shall provide a quotation to the Customer. Unless otherwise agreed, a quotation constitutes an invitation to treat only.

5.2 公司可在客户接受前撤回或修改其所发出的所有报价。

All quotations given by the Company may be withdrawn or revised by the Company prior to acceptance by the Customer.

5.3 在客户接受报价后,如出现超出公司控制范围的成本上升因素,公司仍可修改报价,无论公司是否给予客户通知。该等因素包括但不限于汇率、运费费率、保险费、通常的港口费用、政府费用、税收以及任何作为报价基础的或提出报价时未考虑在内但与报价相关的其他价格和收费的变动。

After the Customer has accepted a quotation, the Company may still revise the quotation with or without notice to the Customer if there are cost increasing factors beyond the control of the Company. Such factors include but are not limited to changes in currency exchange rates, rates of freight, insurance premiums, general port charges, government charges, taxes, and any other rates or charges on which the quotation was based or which had not been taken into account during the provision of the quotation but which are relevant to it.

5.4 在订单接受日之后,若公司的供应商收取的费用、工资、社会保险金和/或其他费用、运费、和/或进口关税、和/或保险费和其他成本,无论在任何项目下,上涨或另有额外收费,公司有权对正在执行中订单的价格和关税收取该等额外费用,且对客户有约束力。

Where the prices charged by its suppliers or wages, social and/or other charges, freights and/or import duties and/or insurance premiums and other costs, under whatever title, are subject to increases or surcharges after the date on which the order is accepted, the Company shall be entitled to apply such surcharges accordingly to the rates and tariffs of ongoing orders; this shall be binding upon the Customer.

5.4A 若就公司履行合同而提供的服务或提供的任何服务需缴纳额外的费用或税收,公司有权将这些额外的支出转由客户承担。本条款对客户有约束力。

Where additional charges or taxes are imposed on the services provided by the Company through performance of the contract or any services, the Company shall be entitled to pass these additional costs to the Customer. This shall be binding on the Customer.

5.5 除非另有书面具体约定,公司有权每年基于任何成本的上涨,包括但不限于劳动力、设备和燃油成本,调整价格和关税。

Unless specifically in writing agreed otherwise, the Company is entitled to yearly adjustments in rates and tariffs, pursuant to any increase of costs, such as but not limited to costs of labour, equipment and fuel.

5.5A 若公司受雇进行航运经纪工作,且公司认为该等工作具有特殊性、特别费时或费力,公司可选择收取合理的额外报酬,除非公司与客户间另有约定。

Where the Company has been engaged to provide shipbroking work, and where such work is considered by the Company to be special, particularly time consuming, or exhaustive, an equitable extra remuneration may be charged at the discretion of the Company, unless agreed otherwise between the Company and the Customer.

6 合同的成立

Formation of Contract

6.1 客户应以书面形式向公司发出所有与货物相关的指令和指示。客户做出的口头或电话通信或安排仅在随后立即有书面确认的情况下始对公司具有约束力。公司拥有完全的自主权决定是否接受客户的任何指令或指示。公司有权拒绝接受关于任何服务的指令或指示,且无义务提供任何理由。

The Customer is required to issue to the Company all orders and instructions regarding the goods in writing. Verbal or telephone communications or arrangements shall only be binding on the Company if immediately followed by a written confirmation. The Company has absolute discretion whether or not to accept any order or instruction from the Customer. The Company is entitled to refuse to accept any order or instruction for any services without any obligation to provide any reasons.

6.2 客户和公司签订的合同(本条件作为其组成部分)应仅在公司以书面形式接受客户任何指令或指示之日起生效。

A contract between the Customer and the Company shall only come into effect on the date of the Company's written acceptance of any order or instruction from the Customer (incorporating these Conditions).

6.3 受限于第 36.3 条之规定,未经公司事先书面同意,客户不得让与或转让与公司签订的任何合同项下的任何权益和权利。公司做出该等同意可能受制于公司认为必要的其他条款,包括与第三方签订的协议。

Subject to Article 36.3, the Customer may not assign or transfer the benefit of, and rights under, any contract made with Company

without the prior written consent of the Company. Such consent may be subject to such additional terms as the Company deems necessary, including the execution of an agreement with the third party.

7 服务的履行

Performance of Services

7.1 根据任何客户的要求并由该等客户承担成本的情况下,公司可向客户或其指示的其他人签发有关存储于公司或由公司处理的货物的仓单、仓库收据、持货确认、放货确认或其他文件。所有该等文件均应根据本条件以及公司不时制定的其他条款和条件而签发。客户和仓单持有人不得依据或参照与本条件冲突的任何其他条件、规章或规定。

Upon the request of any Customer and at the Customer's cost, the Company may issue warrants, warehouse receipts, holding confirmations, releases and such other documents in respect of the goods stored or handled by the Company to the order of the Customer or such other person as may be instructed by the Customer. All such documents are issued in accordance with, and take subject to, these Conditions and any other terms and conditions imposed by the Company from time to time. Customers and warrant holders shall not refer to any other condition, regulation or stipulation insofar as the same conflicts with these Conditions.

7.2 客户应负责且持续负责办理任何相关法律所要求的有关仓单签发或转让、货物质押或放货的任何批准、审查、注册或登记备案手续。客户应补偿公司因客户未履行上述相关及适用法律所要求的手续而引起的或与此相关的任何性质的损失和损害。

The Customer shall be and remain responsible for any approval, review, registration or filing procedures required by any relevant laws applicable to the issuance or transfer of the Warrant, pledge or release of the goods. The Customer shall indemnify the Company for any losses and damages whatsoever and howsoever arising out of or in connection with the Customer's failure to execute any of the foregoing as required by the relevant and applicable laws.

7.3 在本条件中提及的非运输工作、仓储工作、航运经纪工作或装卸工作中特定部分的服务(包括由承运人、保险经纪人和监管公司执行的工作)可适用特定行业惯常使用的、或经制定而适用的其他条件。若该等其他条件和本条件有任何冲突,应由公司决定所适用的条款。

Services which are not specifically part of forwarding work, warehousing work, shipbroking work, or stevedoring work (including work performed by carriers, insurance agents, and superintending firms) referred to in these Conditions may be governed by other conditions customary to the particular trade or stipulated to be applicable. In the event of any conflict between such other conditions and these Conditions, it shall be for the Company to decide which provisions it claims the benefit of.

7.4 一旦公司已接受指令或指示,客户不得未经公司事先书面同意而变更或终止指令或指示。如客户单方面终止该等指令或指示,公司有权向客户索赔,要求其赔偿在终止前公司已产生的任何费用以及由于该等终止而给公司造成的所有损失和损害。

Once an order or instructions has been accepted by the Company, the Customer may not change or terminate the order or instruction without the Company's prior written consent. If the Customer terminates such order or instruction unilaterally, the Company shall be entitled to claim against the Customer any expenses which it has incurred prior to the termination and all loss and damage arising from such termination.

7.5 公司应以其认为合适的任何方式并根据本条件执行所有指令和指示。除非与客户另有约定,公司保留决定权,以决定在处理、仓储、接收、运送、放货、交付和/或运输属于客户并已交付公司占有的任何货物时的方式、路线和程序。

The Company shall perform all orders and instructions in such manner as it deems fit and in accordance with these Conditions. Unless otherwise agreed with the Customer, the Company reserves the rights to determine the means, route and procedures to be followed in the handling, storage, custody, transportation, release, delivery and/or forwarding of any goods belonging to the Customer which have been delivered into the Company's possession.

7.6 尽管客户有特定的指令或指示,如果公司认为不完全执行或不执行客户的指令或指示对客户的利益而言是必要或必需的,公司可依其判断行事。与此相关的合理发生的所有成本和费用应由客户承担。

Notwithstanding any specific order or instruction from the Customer, if the Company takes the view that it is necessary or desirable in the interests of the Customers to depart from the Customer's order or instruction, the Company shall be at liberty to do so. All costs and expenses reasonably incurred thereby shall be for the Customer's account.

8 时间并非至关重要

Time is not of the Essence

8.1 时间并不是与公司履行服务相关的任何合同至关重要的因素。客户对关于交付所要求的时间的任何说明和陈述应仅作为估计,不应对公司有约束力。

Time shall not be the essence of any contract in relation to the performance of services by the Company under these Conditions. Any statement by the Customer in relation to time for delivery shall be an estimate only and shall not be binding on the Company.

8.2 公司可自行决定安排服务提供的速度。速度应尽可能符合客户的要求,但是如果公司提供服务的速度比客户要求的慢,公司对客户或客户的代理人因此遭受的任何损失、损害或费用不承担责任。

The Company shall arrange, at its sole discretion, the rate of speed at which the services shall be delivered. The rate of speed shall as much as possible commensurate with the Customer's requirements but the Company shall not be liable for any loss, damage or expense incurred for and on behalf of or by the Customer should the rate of speed at which the services are delivered is slower than that required by the Customer.

9 分包商和代理人的指定

Appointment of Subcontractors and Agents

9.1 公司可根据本条件或公司与客户间的任何其它合同聘请代理商和/或分包商履行其同意向客户提供的任何服务。

The Company may engage agents and/or subcontractors to carry out any services which it has agreed to deliver to the Customer whether in accordance with these Conditions or any other contract between the Company and the Customer.

9.2 除本条件另有规定之外,公司根据上述第 9.1 条聘请的所有代理人和/或分包商不对客户或任何依据公司与客户之间的合同或其他理由通过客户而提起索赔的任何人承担任何责任。公司聘请的代理人和/或分包商应有权实施公司在本条件下的所有权利和权益。

All such agents and/or subcontractors engaged by the Company in accordance with Article 9.1 above shall be under no liability to the Customer or any one claiming through the Customer under any contract between the Company and the Customer or otherwise, save to the extent provided for under these Conditions. Such agents and/or subcontractors engaged by the Company shall be entitled to enforce the rights and benefits of the Company under these Conditions.

10 通用支付条款

General Payment Terms

10.0 除非客户和公司间另行约定,客户同意并接受公司有权就其向客户履行的服务根据公司通用费率向客户收费。

Unless agreed otherwise between the Customer and the Company, the Customer agrees and accepts that the Company shall have the discretion to charge the Customer the Company's prevailing rates for performing the services to the Customer.

10.1 客户应根据公司开具的发票或双方约定的其他方式,就与公司履行的任何服务有关的已完成的工作或将要完成的工作,向公司支付所有到期应付款项,且不得适用任何抵销、折价、请求或反请求的情形。

All monies due and owing to the Company by the Customer for work done or to be done in connection with any services performed by the Company shall be payable in accordance with the Company's invoice or as may be agreed otherwise between the parties without any set-off, rebate, claim or counterclaim.

10.1A 客户承认并接受,公司就其提供本条件或公司与客户间任何合同项下的服务而开具的所有付款通知应作为客户应支付给公司款项金额的决定性证据,除非该等付款通知存在明显的错误。

The Customer acknowledges and accepts that all invoices issued by the Company for services rendered by the Company under these Conditions or any contract between the Company and the Customer shall be conclusive evidence of the amount of monies due and owing to the Company, save where there is a patent or manifest error in such invoices.

10.1B 付款应以公司规定的方式进行,且必须由公司或公司指定的接收人收取。向公司的代表付款并不免除客户在本条件或公司与客户间任何合同项下向公司的付款义务。

Payment must be effected in the manner specified by the Company and must be received either by the Company or by the Company's designated recipient as the Company may direct. Payment to a representative of the Company does not release the Customer from its payment obligations to the Company under these Conditions or any contract between the Company and the Customer.

10.2 除非另有相反的约定,公司在报价中向客户提出的合同价格不包括:

Unless the contrary is stipulated, contract prices in any quotation given by the Company to the Customer exclude inter alia:

(a) 邮资、复印费、电报和电话的收费、邮票;

postage, printer, telegram and telephone charges, stamps;

(b) 任何港口或地方政府机构征收的与货物相关的任何种类的关税、税金、税赋、保证金或支出;

duties, taxes, imposts, levies, deposits or outlay of any kind levied by the authorities at any port or place for in connection with the goods;

(c) 领事与公证费、海关手续费;

consular and attestation fees, customs formalities;

(d) 准备货运单据和银行保函的费用;

cost of preparing shipping documents and bankers' guarantees;

(e) 运输费用; cost

of freight;

- (f) 装卸、监管、称重、测量、核点、确定皮重、取样和维修的费用;
cost of stevedoring, superintending, weighing, measuring, tallying, taring, sampling and repairing;
- (g) 捆扎或重新捆扎费用/包装或重新包装费用/ 运费;
bundling or rebundling/packing or repacking/carriage;
- (h) 搬运重物附加费;
additional costs of handling heavy objects;
- (i) 保险费;
insurance premiums;
- (j) 因未赶上联运的仓储货物的仓储费、码头区费或停泊费;
warehousing charges and/or quayside/wharfage charges due to consignments missing a connection;
- (k) 因船舶、货车或其它运输工具的滞留或推迟而发生的滞留费; demurrage
for detention or delay of vessels, trucks or other transport;
- (l) 租用防水布; hire of
tarpaulins;
- (m) 由于在晚上/夜晚/周六/周日/公共假期工资的加班费;
overtime pay/cost due to working in evenings/night/Saturdays/Sundays/public holidays;
- (n) 看管人的雇佣费用;
cost of providing watchmen;
- (o) 经纪费、佣金、津贴和其他酬劳;
brokerages, commissions, allowances and other remunerations;
- (p) 公司所遭受或遭致与此相关的任何付款、罚款、费用、损失或损害;
payments, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith;
- (q) 由于特殊性质工作、要求额外时间和/或付出的特殊工作或作业而产生的额外费用;
additional costs due to work of a special nature, unusual jobs or work requiring additional time and/or effort;
- (r) 公司为保护货物的安全及完整而收取的任何费用;
any fees or costs charged by the Company for all measures taken by the Company to protect the safety and completeness of the goods;
- (s) 任何其他垫付费用
any other out-of-pocket expenses.

10.3 仓库保管人因提供所有或任何服务而收取的费用和支出以及上述第 10.2 条所述的所有费用应由客户承担。

Any fees or cost charged by the warehouse keeper for any and all the Services provided by the warehouse keeper and all costs in Article 10.2 above are to be borne by the Customer.

10.4 如果客户使用的或代表客户使用的运输工具不可用、或如果该运输工具有缺陷,客户应赔偿公司因此遭受的所有损失和/或损害,包括但不限于为该等不可用或有缺陷的运输工具提供其他交通工具所支出的费用,以及公司仓库租金的预期收入损失。公司有权中止服务直至从客户处收到该等款项。

In the event of the non-availability of the means of transport used by or on behalf of the Customer or in the event of any defect of such means of transport, the Customer shall indemnify the Company for all costs and/or damages incurred by the Company therefrom, including but not limited to the costs of making provisions for such non-availability or defect of the means of transport and the **Company's loss of expectation income from** inter alia the rental of warehouse space. The Company is entitled to suspend its services until such payment is received from the Customer by the Company.

- 10.5 当货物被接受或处理时根据实际情况可向收货人或其他人收取运费、关税、收费或其他费用,如果该等收货人或其他人未在前述款项或费用到期应付时立即支付,客户应仍负有责任予以支付。

When goods are accepted or dealt with to collect freight, duties, charges or other expenses from the consignee or any other person according to actual situation, the Customer shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.

- 10.6 外汇汇率浮动的风险应由客户承担。

The risk of fluctuations in foreign currency exchange shall be borne by the Customer.

- 10.7 如果客户未能在到期日或根据公司的通知按时支付任何款项,公司可自行决定向客户收取滞纳金,滞纳金按未付金额每月 1% 的比例征收,自到期日起算直至公司收到该款项之日(包括收到款项之日),和/或加收公司自行决定的管理费用以及因此发生的全部法律费用。

If the Customer does not punctually pay any payment on its due date or upon notification by the Company, the Company may at its sole discretion impose late payment interest at the rate of 1% per month from due date up to and including date of receipt of payment by the Company, and/or for any an administrative charge and all related legal expenses incurred thereto at such sum as determined by the Company.

- 10.8 客户应承担和支付根据中国适用法律或其他管辖地域所适用的法律,就任何服务的提供、任何费用和收费或到期应付公司的任何款项而须缴纳的所有税收(包括货物和服务的税收)、关税、税赋和其他类似费用(以及任何相关的利息与罚金)(“税收”)。如果客户根据任何适用的法律,被要求在向公司支付的任何到期应付款中扣除或预提所征收的税收,客户应根据要求进行相应的扣除或预提,向公司支付的款项应相应增加,以确保公司收到的净收入与无扣除和预提情况下的收入相同。

The Customer shall bear and pay all taxes (including goods and services taxes), duties, levies, and other similar charges (and any related interest and penalties) however designated, imposed under any applicable law in PRC and any other jurisdiction outside PRC with respect to the provision of any services or on any fees and charges or payment due or payable to the Company (“Taxes”). If the Customer is required under any applicable law to deduct or withhold any sum as Taxes imposed on or in respect of any amount due or payable to the Company, the Customer shall make such deduction or withholding as required and the amount payable to the Company shall be increased by any such amount necessary to ensure that the Company receives a net amount equal to that which it would have received in the absence of such deduction or withholding.

- 10.9 因服务而产生的任何支出和费用,客户应在任何时候同意公司从客户处收取预付款的请求。从客户处收取的该等预付款可用于抵扣客户到期应向公司支付的任何款项。若客户在公司要求时拒绝提供该等预付款,公司有权拒绝、中止、中断或终止约定的服务,而无需提供任何的书面警告、违约通知或不受司法干预。直至公司收到要求的预付款前,公司在任何时候均无义务就履行服务而代表客户进行任何付款。

The Customer shall accede to the Company's request at any time for prepayment from the Customer for any costs and expenses which may be incurred in relation to the services. Such prepayment received from the Customer may be used to set off any sum payable by the Customer to the Company. If the Customer refuses to provide such prepayment upon request, the Company shall be entitled to refuse, suspend, interrupt, or terminate the services contracted for, without providing any written warning, notice of default, or judicial interposition. The Company shall at no time be under any obligation to make any payments whatsoever to perform any services on behalf of the Customer until it has received the required prepayments.

- 10.9A 对公司付款通知的任何质疑不应中止客户在本条件或客户与公司之间其它合同项下向公司的付款义务。

Any challenge to an invoice from the Company shall not suspend the Customer's payment obligations to the Company under these Conditions or any contract between the Company and the Customer.

- 10.10 若发生下列情形,经公司要求,所有本条件或客户与公司之间其它合同项下由客户引发且应支付给公司的款项应立即到期应付:

All sums incurred by the Customer and payable to the Company under these Conditions or any contract between the Company and the Customer shall become immediately due and payable to the Company on the **Company's demand upon the occurrence of any of the following events:**

- (a) 客户撤销其已要求公司履行的服务的全部或任何部分;
the Customer cancels in whole or in part any of the services it has requested the Company to perform;
- (b) 客户全部或部分地停止营业活动;
the Customer ceases its activities in whole or in part;
- (c) 客户全部或部分地处置或转移资产;
the Customer disposes or transfers its assets in whole or in part;
- (d) 若公司与客户间的任何合同因任何原因被终止;或
in the event any contract between the Company and the Customer is terminated for any reasons; or

(e) 客户破产、进入清算程序(自愿或非自愿地,临时性或以其他方式)、与其债权人达成一般处置或安排、无力偿还债务、其资产由接管人或管理人接管、或其资产已被指定临时清算人或出现任何对客户进行清算的行为。

the Customer becomes insolvent, goes into liquidation (voluntary or involuntary, or provisional or otherwise), enters into any composition or arrangement with its creditors generally, is unable to pay its debts or whose assets are placed in the hands of a receiver or manager or has a provisional liquidator appointed over it or its assets, or if any action is taken to wind up the Customer.

10.11 在该等情形下,公司还应有权在不影响其索赔权利的前提下立即终止其与客户间的法律关系。

In such cases the Company shall also be entitled to terminate its legal relationship with the Customer with immediate effect, without **prejudice to the Company's right to claim damages.**

10.12 客户根据本第 10 条应付的所有款项不可被客户用于抵销公司可能应向客户支付的任何款项。

All sums payable by the Customer in accordance with this Article 10 shall not be subject to any set off by the Customer for any sums that may be due from the Company to the Customer.

10.13 无论客户是否作出任何相反性的指示,客户向公司支付的所有款项均被视为基于一般债务而做出。

All sums paid by the Customer to the Company shall be deemed to have been made on account of non-preferential debts, notwithstanding any instructions to the contrary from the Customer.

11 担保:留置

Security; Lien

11.1 在客户承担费用和风险的情况下,公司可以:

The Company may, at the expense and risk of the Customer:

(a) 要求客户就公司根据本条件向其提供的服务,而使客户对公司形成的欠款和可能欠款提供保证金或担保,或要求客户就任何政府部门或机构或第三方要求的运费、关税和/或其他费用的付款向公司提供担保(公司无义务用其自己的资源提供担保,但如果公司自己提供担保,公司可立即要求客户支付其提供担保的款项);和/或

require the Customer to furnish a deposit or guarantee for monies which the Customer is or may be indebted to the Company for services rendered under these Conditions, or a security for the payment of freight, duties and/or other costs as required by any authority or third party (for which the Company shall not be obliged to furnish out of its own resources but if the Company has furnished security out of its own resources, it may demand from the Customer immediate payment of the amount for which security has been furnished); and/or

(b) 留置公司占有或可能占有的货物、文件和款项作为客户或货物所有权人所欠款项的担保,直至该等款项已全额支付;或若在货物已发运的情况下,直至收到在交付日到期的所有款项,或直至提单(和所附运输单据)已签发。

retain goods, documents and moneys that the Company has or may have in its possession as security for all monies due and owing by the Customer or owner of the goods to the Company until all such monies have been paid in full; or if the goods are forwarded on, until after collection of any monies due on delivery; or until a bill (with the shipping documents annexed) is drawn.

11.2 如果客户未能在公司提出要求后的三十(30)日内提供第 11.1 条所述的担保,公司有权拒绝或中止履行本条件或公司与客户间任何合同项下的任何服务,或立即终止其与该等客户之间的任何合同而不受任何司法干预,且公司无义务支付任何形式的赔偿。直至公司收到其要求的相关款项的保证金或担保前,公司在任何时候均无义务就履行服务而代表客户进行任何付款。

In the event the Customer fails to provide the security stated in Article 11.1 above within 30 days of such request by the Company, the Company shall be entitled to refuse to perform or suspend the performance of any of the services under these Conditions or in any contract between the Company and the Customer or terminate any contract between them with immediate effect without judicial intervention and without any obligation upon the Company to pay any form of compensation. The Company shall at no time be under any obligation to make any payments whatsoever to perform any services or on behalf of the Customer until it has received the required deposit or guarantee for monies.

11.3 如果客户未向公司支付根据任何合同和本条件提供服务而产生的任何到期未付款项,或如果货物在经通知后仍未被客户提取,公司应有权对公司存储的相关货物行使留置权,无论该等货物在世界上的任何地方。

If the Company has not been paid any outstanding monies due and owing to it by the Customer for services rendered under any contract and these Conditions, or if the goods remain uncollected by the Customer, despite notice being given, the Company shall further be entitled to exercise its general right of lien over the affected goods in storage by the Company anywhere in this world.

11.4 直至已收悉客户到期未付款项,在留置期间,公司有权按照行使留置权之前约定的同一费率或终止前立即生效的费率收取仓储费。

Until the sums due and owing by the Customer have been received, during the currency of the lien, the Company is entitled to be paid **storage charges at the same rate agreed prior to the exercise of the Company's right of lien**, or at the rate in force immediately prior to termination.

11.5 在行使留置权时,公司可通过公司认为合适的任何方式,包括私下协议或公开拍卖、以公司单独决定的价格出售、或以其他方式处置货物。变卖后的收益应先支付逾期款项,而后支付变卖的费用,剩下的余额向客户支付。

In exercising its right of lien, the Company may sell or otherwise dispose the goods in any manner the Company deems fit including by way of a private treaty or auction and at such price determined solely by the Company. The proceeds from such sale shall then be applied towards satisfaction of all the outstanding monies, followed by the costs of conducting such sale, and any balance thereafter shall be paid to the Customer.

11.6 客户同意并承认,留置权应优先于任何其他人在被出售或处置货物上设立的其他担保权利。

The Customer agrees and acknowledges that the lien ranks in priority to any other security right that it may give to any other person in relation to the goods sold or disposed hereunder.

12 客户的保证

Customer's Warranties

12.1 客户向公司保证:

The Customer warrants to the Company that:

(a) 客户系根据其注册成立地法律合法设立并有效存续的具有独立法人资格的企业法人,具备签署任何合同的资格和能力;

the Customer shall be an enterprise legal person incorporated into and registered pursuant to the laws at the place of its establishment, exist effectively with independent status as a legal person and possess the full power and authority to enter into and to perform its obligations under any contract ;

(b) 客户的任何行为均不违反其章程、其它内部规定或对其有约束力的法律法规或合同(包括类似性质的文件);

all of the Customer's actions will not violate its Articles of Associations, other internal regulations or any binding laws, regulations or contracts (including documents of similar character);

(c) 于其合法向公司交付货物之前,客户为货物的合法所有权人或货物合法所有权人的代理人或代表。在客户为货物合法所有人授权的代理人或代表的情况下,客户具有代表该货物合法所有权人签署和履行任何合同的授权;

before the legal delivery of the Warehoused Goods to the Company, is the legal owner or the agent or representative legally authorized by the legal owner of the goods. In the event that the Customer is the agent or representative legally authorized by the legal owner of the goods, the Customer has the authorization to enter into and to perform its obligations under any Contract;

(d) 客户不得向公司交付包含危险、有虫害、受感染、受污染或废弃品的货物,除非给予公司书面相关细节的陈述,并获得公司关于交付该等货物的书面同意;

the Customer shall not deliver to the Company any consignment containing dangerous, verminous, infested, contaminated or condemned goods unless he has given to the Company in writing full details of the same and obtained the written agreement of the Company to the delivery of such consignment;

(e) 除书面指示公司包装货物的情况下,所有向公司交付的货物应已适当且充分地包装和/或准备;

except where the Company is instructed in writing to pack the goods, all goods to be delivered to the Company shall have been properly and sufficiently packed and/or prepared;

(f) 向公司提供的所有货物描述、价值和其他内容是准确和完整的(无论是为海关,领事,和任何其他目的);

all descriptions, values and other particulars of the goods furnished to the Company (whether for customs, consular and any other purpose) are accurate and complete

(g) 在交付货物时没有给予公司相反规定的书面通知情况下,所有货物(包括其包装)应适于运输和仓储;

in the absence of written notice to the contrary given to the Company at the time of delivery of the goods, all goods (including the packaging thereof) shall be fit to be carried and stored;

(h) 其根据第 25.2 条和第 18.2 条提供给公司的信息是真实准确的,且直至公司不再就履行仓储工作和运输工作而要求该等信息前应持续真实准确和

that the information it provides to the Company pursuant to Article 25.2 and 18.2 are true and accurate and shall continue to be true and accurate until such time the Company no longer requires such information for the performance of the warehousing work and forwarding work; and

(i) 客户应严格按照中国有关货物进出口的法规和规定行事。

the Customer will act strictly in accordance with the regulations of the PRC governing the import and export of the goods.

13 赔偿

第 1.1 版 Version 1.1

最新更新:2015 年 2 月 1 日 Last updated: 1 February 2015

Indemnity

13.1 客户应赔偿公司及其员工、代理人和分包商,直接或间接地,因如下原因或与如下原因相关而遭受和遭致的所有和任何损失、损害、支出、费用和索赔,无论任何性质,无论其如何产生的(包括以赔偿基础计算的所有法律费用),以使公司免受任何损害:

The Customer shall indemnify and hold harmless the Company from and against all and any losses, damages, costs, expenses and claims of whatsoever nature and howsoever arising suffered or incurred by the Company and its employees, agents and sub-contractors (including all legal costs calculated on an indemnity basis) suffered or incurred directly or indirectly from or in connection with:

(a) 客户并非货物合法所有权人或其合法授权的代理人或代表的;或

the Customer is not the legal owner or the legal authorized agent or representative of the goods; or

(b) 提取、运输、仓储和/或交付全部或部分存在危险、有虫害、受感染或受污染的货物或废弃货物;或

the collection, carriage, storage and/or delivery of consignment which wholly or partly consists of dangerous, verminous, infested, contaminated or condemned goods; or

(c) 在向公司交付时未向公司告知的任何货物和/或包装的缺陷;或

any defects in the goods and/or packing which have not been notified to the Company at the time of delivery to the Company; or

(d) 客户提供的文件、信息和/或指示不正确、不完整、不充分,或客户迟延向公司提供相关的文件和指示;或

the Customer's instructions or implementation thereof, or inaccurate, incomplete, obscure and inadequate documents, information and/or instructions provided by the Customer, or delay on the part of the Customer in furnishing the relevant documents and instructions to the Company; or

(e) 客户及其员工、代理人或分包商的疏忽、或恶意作为或不作为;或

negligent or wilful acts or omission on the part of the Customer, its employees, agents or subcontractors;

(f) 货物为中国法律所禁止进口或出口的货物,或货物的进口或出口根据中国法律是受限制的,且未获相关许可或批准的;或

the goods are prohibited from being imported or exported according to PRC laws, or the import or export of these goods is restricted by PRC laws and the relevant approvals or permits have not yet been obtained; or

(g) 客户错误或不准确地向公司发出指示或指令。

the Customer wrongfully or inaccurately gives those instructions or directions to the Company.

13.2 与公司履行服务所导致的损害相关的所有第三方索赔,客户应赔偿和使公司免受该第三方索赔,除非该等损害是由于公司的作为和不作为所导致的,且公司明知该损害可能会产生的情况下,故意或过失地造成该等损害。客户在任何时候及任何情况下应有义务赔偿并使公司免受因同一原因而引发的一项或一系列的且总金额超过十万新加坡元的第三方索赔。“损害”应被理解包括公司有义务赔偿的对第三方造成的损害,和/或因死亡、受伤和/或任何形式的财务损失造成的损害。

The Customer shall indemnify and hold harmless the Company for all third party claims relating to any damage caused as a result of the services performed by the Company, save where such damage is caused as a result of an act or omission on the part of the Company, done either with the intent to cause that damage or recklessly and with the knowledge that such damage would probably result therefrom. The Customer shall be obliged to indemnify and hold harmless the Company at all times and in all cases against third-party claims exceeding the total sum of S\$100,000 for each occurrence or series of occurrences with the same cause. “Damage” shall also be understood to include damage to third parties which the Company is obliged to compensate and/or damage caused by death or injury and/or any form of financial loss.

13.2A 客户应在公司要求时向公司支付上述第 13.1 条和第 13.2 条规定的所有应付款项。公司可自行决定要求客户就上述第 13.1 条和第 13.2 条规定的所有应付款项以公司可能指定的形式和金额提供银行担保。该等银行担保应由公司选择的银行签发。

The Customer shall pay to the Company all sums payable under Articles 13.1 and 13.2 above on demand by the Company. At the sole option of the Company, the Company may demand, and the Customer shall furnish to the Company, a bank guarantee to secure all sums payable by the Customer under Articles 13.1 and 13.2 above in such amount and such form as the Company may direct. Such bank guarantee shall be issued by a bank of the Company's choice.

13.3 客户应赔偿公司由于公司向仓单持有人放货或向公司表明其对货物享有所有权的任何其他人放货而引起的或与此相关的任何索赔、损失或损害或费用,无论是什么性质,无论是如何产生的,以使公司免受任何损害。

The Customer shall indemnify and hold harmless the Company from any claim, loss or damage or expenses whatsoever and howsoever arising out of or in connection with the release of the goods to the warrant holder or any other person who appears to the Company to be entitled to the goods.

13.4 若公司需要采取针对客户的任何措施(包括启动法律程序或其他措施)以弥补客户根据本条件应支付公司的任何款项,客户应赔偿公司因

此而产生的全部成本和费用(包括基于赔偿基础的所有法律费用),并使公司免受任何损害。

The Customer shall indemnify and hold harmless the Company from all costs and expenses incurred by the Company (including all legal costs calculated on an indemnity basis) in the event the Company is required to take any steps (including the commencement of legal proceedings or otherwise) against the Customer to recover any monies which are due and owing from the Customer to the Company under these Conditions.

13.5 客户应进一步赔偿公司并使公司免受下列损害:

The Customer shall further indemnify and hold harmless the Company from and against:

- (a) 因客户或其与任何服务有关的雇员、代理人或承包商的任何行为导致或产生的所有和任何损失、损害、成本、费用和人身损害或死亡或货物受损索赔,无论该等行为是出于疏忽或其他原因;和

all and any losses, damages, costs, expenses and claims on account of any injury to or death of any person or damage to property caused by or resulting from any acts, whether such acts were negligent or otherwise, on the part of the Customer, its employees, agents or contractors in relation to any of the services; and

- (b) 公司因履行服务或因履行其在公司与客户间任何合同项下的义务而产生的任何罚金、损失、损害或费用。

any fines, loss, damage or expense incurred by the Company in its performance of the services or resulting from the Company's performance of its obligations owed under any contract between the Company and the Customer.

14 免责条款

Exclusion of Liability

- 14.1 公司就任何损失、成本、费用、索赔、损害、人身伤害或死亡(无论是何性质或如何产生的)不向客户或通过客户提起索赔的任何其他方承担责任,无论是基于合同、或侵权(包括疏忽,或违反法定义务)或其他原因,除非该损失或损害是由于公司的故意、重大疏忽或恶意不作为所造成的。

The Company shall not be liable to the Customer or any other party claiming through the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any loss, cost, expenses, claims, damages, injury or death whatsoever and howsoever caused except as may be caused by deliberate intent, gross negligence or willful default on the part of the Company.

- 14.2 在法律允许的最大范围内,任何适用法律所默示的对于公司的保证、陈述、条件以及其他条款应被排除在公司与客户缔结的任何合同之外。

All warranties, representations, conditions and other terms implied by any applicable law on the part of the Company are, to the fullest extent permitted by law, excluded from any contract entered into between the Company and the Customer.

- 14.3 在不减损于上述第 14.1 条普遍适用的情况下,公司对以下事项不负责,无论是基于合同、侵权责任(包括疏忽,或违反法定义务)或其他原因:

Without prejudice to the generality of Article 14.1 above, the Company shall not be liable whether in contract, tort (including negligence or breach of statutory duty) or otherwise:

- (a) 第三人告知公司的货物运费、关税和费用内容错误,由此产生的错误收费、付款和退款应由客户承担;

on account of errors in particulars of freight charges, duties and expenses notified to the Company by third persons, or wrongly charged and any demands and back demands arising there from shall be borne by the Customer;

- (b) 由于偷窃或盗窃造成的损失或损害;

any loss or damage occurring through theft or burglary;

- (c) 露天存储或公司通常露天存储的货物发生的任何损失或损害;

any loss or damage in respect of goods which have been stored in the open or which the Company customarily stores in the open;

- (d) 承运人拒绝签署或承认关于货物的细节(包括物品数量,测量和重量)所引起的任何后果;

for any consequences that may arise if the carriers refuse to sign or acknowledge details concerning the goods (including number of pieces of items, measurement and weight);

- (e) 任何仓单、收据、交货单、确认文件或任何其他类似文件上的错误;

on account of errors in any warrants, receipts, delivery orders, confirmations or any other similar documents;

- (f) 由于中国与客户所在地区时差使客户遭受或遭致的无论任何性质和产生原因的损失、损害、支出、索赔或费用; for any loss,

damages, costs, claims and expenses howsoever incurred or sustained by the Customer as a result of or in any way

due to any difference between the time in China and in any other part of the world where the Customer may be located;

(g) 由于货物损失、不交付或错误交付、迟延交付、不遵守或错误遵守客户指示所引起的任何损失或损害,除非有证据证明:

for any loss or damage arising from loss of goods, non-delivery or inaccurate delivery, delay in delivery, non-compliance or **inaccurate compliance with the Customer's instructions or otherwise unless it is proved that:**

(i) 该等损失或损害是在公司实际保管和控制货物时,由于公司、其雇员或代理人故意或恶意的疏忽/不作为所造成的。如果引起的损失、不交付、错误交付或迟延的某些原因可归咎于客户,公司应仅承担与过错相对应的责任;和

such loss or damage occurred whilst the goods were in the actual custody and control of the Company and caused by the deliberate intent or willful neglect/default on the part of the Company, its servants or agents. If some of the factors causing the loss, non-delivery, inaccurate delivery, or delay are caused or contributed to by the Customer, the **Company's liability shall be on a comparative fault basis; and**

(ii) 公司有欺诈行为。

there is fraud on the part of the Company.

(h) 客户因货物的损失或损害所遭受的任何损失、损害、支出、索赔和花费,系由于客户对货物的不当包装或包装保护不够造成的:

for any loss, damages, costs, claims and expenses howsoever incurred or sustained by the Customer where the loss or damage to the goods is due to improper packing or insufficient protection during packing by the Customer;

(i) 货物在公司收到之前所发生的任何损失或损害,或货物在公司保管期间由于以下原因(不论何种起因)造成的任何损失或损害:固有性质、质量或特性的变化、腐烂、干涸、化为粉末、高温、加热、溶解、沾污、渗出水、发酵、冻结、生锈、霉菌、发霉、湿气、灰尘、油污、染色、挥发、因与其它货物或燃料、腐败物、水、雨水或喷雾接触而发生臭味或腐坏、腐烂、气候的影响、排水、泄漏、损耗、失重、破损、破裂、弯曲、变为渣滓、收缩、钩损、鼠咬、昆虫和其它虫害、仓储货物的爆炸(无论接收仓储货物时是否附有对其危险性质的说明)、包装或粘合或覆盖物不充分、受污、受伤害、挤压或胀破未能保护仓储货物或标签、编号、地址或货物说明不准确、存在涂抹或有错误或不充分或缺漏;

any loss or damage to the goods occurring before receipt thereof, or while in custody, due to the following causes regardless of their origin: inherent nature, changes in quality or character, decay, drying out, powdering, heat, heating, melting, staining, sweating, fermenting, freezing, rusting, mildew, mould, dampness, dust, oil, colouration, evaporation, smell or taint from or contact with other goods or fuel, putrefaction, water of any kind, rain or spray, effects of climate, drainage, leakage, wastage, loss of weight, breakage, splitting, bending, chaffing, shrinkage, hook holes, rats, mice, insects and other vermin, explosion of the goods whether received with or without disclosure of its hazardous nature, insufficiency, soiling, injury to, distortion, pressing or bursting of packages, adherence or coverings, obliteration or errors in or insufficiency or absence of marks, numbers, address or description;

(j) 任何结果性的、特殊的、间接的、偶然的或惩罚性的损害、支出、花费或损失(包括利润的损失、机会成本损失、业务或预期存款的损失、运输工具(水路或陆路)滞留的损失、速遣费或市场占有率减少)的责任,无论是基于侵权、合同、或根据法律或其他原因产生的,或与根据本条件履行服务相关的责任;

any consequential, special, indirect, incidental or exemplary damages, costs, expenses or losses (including loss of profits, opportunity costs, business or anticipated savings, loss of demurrage of any means of transport (floating or rolling), dispatch money or loss of market) whether in tort, contract, under statute or otherwise by reason or in connection with any services performed in accordance with these Conditions.

(k) 公司按照客户的任何指示做出的行为;

the Company acting on any instructions of the Customer;

(l) 客户或其指定的代理人的任何作为或不作为;

any action or inaction of the Customer or its appointed agent;

(m) 客户破产、清算、解散或类似的行为;

the bankruptcy, liquidation, winding up or similar act of the Customer;

(n) 因不可抗力所造成货物的任何损失、损坏、毁坏;和

any losses, damages, destruction of the goods arising as a result of any circumstances of force majeure; and

(o) 任何中国法律、法规以及有权机关(包括法院、仲裁机构和政府部门)所强制要求的行为。

any action mandatorily required by the PRC laws and regulations or any competent authority (including courts, arbitration bodies and government agencies).

14.4 若合同未约定由公司提供仓储服务,公司对履行任何服务时受托处理或存储的货物的损害或损失不承担任何责任。

Where the Company has not also been contracted to provide warehousing services, the Company shall never be liable in respect of

damage or loss to goods that have been entrusted to it for handling or storage in the performance of any services.

14.5 不减损上述第 9.2 条的一般性规定,公司的全部职员、代表和/或员工和/或公司为履行公司与客户间任何合同之目的聘用提供服务的代理人和/或分包商应有权援引本第 14 条的任何条款,如同其所称的公司均指代公司的职员、代表和/或员工和/或其代理人和/或分包商。

Without derogation to the generality of Article 9.2, all officers, representatives, and/or employees of the Company, and/or agents and/or subcontractors of the Company whose services the Company employs for the purpose of performing any contract between the Company and the Customer, shall be entitled to invoke any provision in this Article 14 as if all references to the Company refers to all such officers, representatives, and/or employees of the Company, and/or agents and/or subcontractors of the Company.

15 责任限额

Limitation of Liability

15.1 受限于上述第 14 条和下述第 15.2 条,无论是基于合同、侵权(包括疏忽、或违反法定义务)或其他原因,就公司在履行其本条件项下的义务和责任时因其任何违反、未履行对客户的义务或违约而导致或产生的任何与全部损失、成本、费用、索赔、损害、人身伤害或死亡(无论是何性质或如何产生的),对于因每一相同原因引起的一项或一系列索赔,公司向客户承担的责任在任何情形下最多不超过十万(100,000)新加坡元。

Subject always to Articles 14 above and Article 15.2 below, the Company's liability to the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all loss, cost, expenses, claims, damages, injury or death whatsoever and howsoever caused or arising from any breach, failure or default of the Company in performing its obligations or duties to the Customer hereunder shall in any event not exceed a maximum amount of S\$100,000 for each occurrence or series of occurrences with the same cause.

15.2 尽管有第 15.1 条之规定,对公司违反、未履行对客户的义务或违约而给客户所造成的损失、成本、费用、索赔、损害、人身伤害或死亡(无论是何性质或如何产生的),无论基于合同、侵权或其他原因,公司承担的责任如下:

Notwithstanding Article 15.1, the Company's liability to the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all loss, costs, expenses, claims, damages, injury or death whatsoever and howsoever caused or arising from any breach, failure or default of the Company in performing its obligations or duties to the Customer shall be as follows:

(a) 在进行运输工作时,如果全部或部分运输货物遭受损失或损害,则可从公司获得的赔偿总额应按每公斤受损害或损失货物(毛重)最多赔偿七点八(7.80)新加坡元计算,同时受限于公司的最大责任即公司对每批货物的最高赔偿额为七千八百(7,800)新加坡元或公司占有该批货物时的净价值,以较低者为准;

where in performing forwarding work, loss or damage sustained is in respect of any consignment, whether in whole or in part, the aggregate amount of total damages recoverable from the Company shall be a sum calculated at the maximum rate of S\$7.80 per kilogram damaged or lost gross weight, subject always to the maximum liability of the Company in this regard being S\$7800 per consignment or the net value of the consignment at the time the Company took possession of the same, whichever is lower;

(b) 在进行仓储工作和与仓单有关的工作时,如果全部或部分运输货物受损失或损害,则可获得赔偿总额应限于按每公斤受损害或损失货物(毛重)最多赔偿五(5)新加坡元计算,同时受限于公司的最大责任即公司对每批货物因每一相同原因引起的一项事故或一系列事故的最大赔偿额为十万(100,000)新加坡元或公司占有该批货物时的净价值,以较低者为准;

where in performing warehousing work and in relation to the warrants, loss or damage sustained is in respect of the consignment, whether in whole or in part, the aggregate amount of total damages recoverable shall be limited to a sum calculated at the maximum rate of S\$5.00 per kilogram damaged or lost gross weight, subject always to the maximum liability of the Company in this regard being S\$100,000 per event or series of events resulting from one and the same cause or the net value of the consignment at the time the Company took possession of the same, whichever is lower ;

(c) 在进行航运经纪工作时,可从公司获得的损失和损害赔偿总额不应超过公司有权因航运经纪活动取得的报酬总额;和

where in performing shipbroker work, the aggregate amount of total loss and damages recoverable from the Company shall not exceed the remuneration that the Company would be entitled to for the shipbroker activities; and

(d) 在进行装卸工作时:

where in performing stevedoring work:

(i) 如果全部或部分货物受损,则可获得赔偿总额应限于按每公斤受损害或损失货物(毛重)最多赔偿五点八五(5.85)新加坡元计算,同时受限于公司的最大责任即公司对每批货物因每一相同原因引起的一项事故或一系列事故的最大赔偿额为一千七百(1,700)新加坡元或公司占有该批货物时的净价值,以较低者为准;

loss or damage sustained is in respect of the consignment, whether in whole or in part, the aggregate amount of total damages recoverable shall be limited to a sum calculated at the maximum rate of S\$5.85 per kilogram damaged or lost gross weight, subject always to the maximum liability of the Company in this regard being S\$1700 per event or series of events resulting from one and the same cause or the net value of the consignment at the time the Company took possession of the same, whichever is lower;

(ii) 若任何人受伤害或死亡,则可获得赔偿总额应限于因每一相同原因引起的一项事故或一系列事故一百万(1,000,000)新加坡元。

injury or the death of any person is caused, the aggregate amount of total damages recoverable shall be limited to a sum S\$1,000,000 per event or series of events resulting from one and the same cause.

- 15.3 为免生疑义,如客户货物全部或部分受损失或损害,则可获得的赔偿额为分别根据上述第 15.2(a)、15.2(b)、15.2(c)和 15.2(d)条计算的金额乘以一定的比例,该比例值为受损部分货物的实际价值除以整批货物的实际价值。

For the avoidance of doubt, where the loss or damage sustained by the Customer is in respect of part of the consignment, whether in whole or in part, the aggregate amount of total damages recoverable shall be pro-rated based on the proportion which the actual value of that part of the consignment bears to the value of the whole consignment as calculated in accordance with Articles 15.2(a), (b), (c) and (d) above respectively.

- 15.4 为本条之目的,公司仅可被要求参照客户提交的库存清单,并且公司已明确承认收悉该清单并确认其内容。公司对未包括在该等清单内的任何财产不承担责任。

For purposes of this Article, the Company is only required to refer to the inventory submitted by the Customer and for which the Company has expressly acknowledged the receipt and verified the contents thereof. The Company shall not be responsible for any property not comprised therein.

- 15.5 为本条之目的,存储在公司的任何货物的数量应根据公司标准的操作以公吨测重。

For purposes of this Article, the quantity of any goods stored with the Company shall be measured by weight on a metric tonnage basis in accordance with the Company's standard practice.

- 15.6 如果构成货物组成部分的一件或多件物品(例如家庭用品)遭受损害,其他部分或未受损害物品的贬值不应考虑在内。

In case of damage to one or more of several items belonging together (e.g. household effects), any depreciation of other parts or the undamaged items shall not be taken into account.

- 15.7 公司应有权要求提供遗失、未准确交付或受损的货物或其任何部分价值的证明材料。

The Company shall be entitled to require proof of the value of the consignment or any part thereof which is lost, inaccurately delivered or damaged.

- 15.8 根据第 15.2 条计算的赔偿是客户就其所遭受的任何损失、损害或费用而针对公司唯一和排他的救济。

Compensation calculated in accordance with Article 15.2 shall be the Customer's sole and exclusive remedy against the Company for any loss, damage or expense suffered by the Customer.

- 15.9 不减损上述第 9.2 条的一般性规定,公司的全部职员、代表和/或员工和/或公司为履行公司与客户间任何合同之目的聘用提供服务的代理人和/或分包商应有权援引本第 15 条的任何条款,如同其所称的公司均指代公司的职员、代表和/或员工和/或其代理人和/或分包商

Without derogation to the generality of Article 9.2, all officers, representatives, and/or employees of the Company, and/or agents and/or subcontractors of the Company whose services the Company employs for the purpose of performing any contract between the Company and the Customer, shall be entitled to invoke any provision in this Article 15 as if all references to the Company refers to all such officers, representatives, and/or employees of the Company, and/or agents and/or subcontractors of the Company.

第二章 运输工作条件

CHAPTER II - FORWARDING WORK CONDITIONS

16 范围

Scope

- 16.1 交付给公司占有的所有货物可在公司自行决定的任何地方进行仓储或存储。客户需要遵守仓库所有人或仓库运营方规定的额外条款和条件,以及仓库所在地的任何其他适用的法律和法规。

All goods delivered into the possession of the Company may be warehoused or otherwise held at any place or places at the discretion of the Company. The Customer shall be subject to additional terms and conditions as may be imposed by the owner or operator of the warehouse, and any other applicable local laws and regulations in the relevant jurisdiction where the warehouse is located.

- 16.2 公司将根据客户的具体指示且在所有相关费用获得补偿的基础上进行所有操作,例如监管、取样、确定皮重、核点、称重、测量和在司法调查下接收货物。

All operations such as superintending, sampling, taring, tallying, weighing, measuring and receiving goods under judicial survey, shall be performed by the Company in accordance with the Customer's specific instructions and upon reimbursement of all the costs thereof and relating thereto.

- 16.3 如果公司为货物提供运输服务,公司将依据本条件提供该等服务,且公司不作为普通承运人。

If the Company provides transport for the carriage of goods, such services shall be subject to these Conditions and the Company, in so doing, is not acting as a common carrier.

16.4 在向客户提供或执行任何服务时,公司不应被视为专家。公司在任何时候不承担对货物的状态、性质或质量发出任何通知的责任。

The Company is not and shall not act as an expert in performing any services to the Customer. It shall in no way be liable for any notification of the state, nature or quality of the goods.

16.5 客户应承担公司为执行关于货物的所有服务、操作和活动的费用和 risk。

All services, operations and activities undertaken by the Company in respect of the goods shall be at the Customer's expense and risk.

17 与货物相关的文件

Documents Relating to Goods

17.1 客户应确保将货物收取、派送所要求的文件和指示在相关货物交付给公司之日或之前提供给公司。

The Customer shall ensure that the documents required for receipt, dispatch, and instructions, shall be delivered to the Company on or prior to delivery of the goods to the Company.

17.2 公司可根据客户的要求签发收据,以确认公司持有关于货物的特定权属文件。但是,该等收据并非是可转让票据,且不应视为是公司对于持有确认中所指的货物处于公司控制或持有之下的确认。

The Company may, upon the Customer's request, issue receipts intended to confirm the Company's possession of specified documents of title in respect of the goods. Such receipts are however not negotiable/transferable instruments and do not provide any confirmation that the goods specified in the holding confirmations are under the control, or possession, of the Company.

17.3 为公司进行运输工作之目的,客户特此任命并授权公司代表客户进行或从事下列事项:

For the purpose of the Company carrying out forwarding work, the Customer hereby appoints and authorizes the Company to do and undertake the following for and on behalf of the Customer:

(a) 从事或任命代理人从事在仓储设施储存或放货而遵守海关手续所需的全部程序;和

undertake, or appoint an agent to undertake, all the procedures required for compliance with customs formalities for the storage and/or release of goods at the warehouse facilities; and

(b) 作为办理手续的代理人收取、持有并发放所有与运输工作相关的文件。

act as the handling agent to receive, hold, and release, all documentation relating to the forwarding work.

18 关于运输服务和货物描述的通用条款

General Provisions regarding Forwarding Services and Description of Goods

18.1 客户应确保其已获得和持有所有必要的许可证,且已遵守与客户义务相关的所有法规。

The Customer shall see to it that all necessary permits are obtained and kept as well as that all the regulations falling under the obligations of the Customer are complied with.

18.2 为使公司履行其运输工作,客户应及时向公司提供所有相关信息,包括但不限于有关下列事项的信息:

To enable the Company to perform its forwarding work, the Customer shall timely provide the Company with all relevant information such as but not limited to information with regard to:

(a) 货物的性质、种类、质量、数量、构成、温度、重量、体积、来源、产地、物理和/或化学成分;

the nature, type, quality, quantity, composition, temperature, weight, volume, source, origin, physical and/or chemical properties of the goods;

(b) 货物或货物内的有害成分和/或物质(无论是否被通常认为或承认);

hazardous properties and/or substances (whether or not generally known or recognized as such) of or within the goods;

(c) 法律后果(所有权,禁止存储于其他地方,海关手续等);

legal consequences (ownership, storage banned elsewhere, custom formalities etc);

(d) 因货物的性质是否要求需要特殊的存储方式;

whether a special method of storage is required or necessary due to the nature of the goods;

(e) 关于装卸货方式的特别指示;和

special directions regarding the method of loading or unloading; and

(f) 对于公司重要的所有其他内容。

all other particulars which are of importance to the Company.

18.2A 客户保证并陈述,其根据上述第 18.2 条提供给公司的信息真实准确,直至公司不再就履行仓储服务而要求该等信息前持续真实准确。

The Customer warrants and represents that the information it provides to the Company pursuant to Article 18.2 above are true and accurate and shall continue to be true and accurate until such time the Company no longer requires such information for the performance of the forwarding services.

18.2B 公司不对停泊地的可用性和履行运输服务的时间做任何陈述或保证。

The Company makes no representation or warranty as to the availability of berths and the time of performance of the forwarding services.

18.3 客户应确保为办理相关海关、领事手续和其他目的而向公司提供的关于货物的所有描述、价值和其他内容的准确性和完整性。

The Customer shall ensure the accuracy and completeness of all descriptions, values and other particulars of the goods furnished to the Company for Customs, consular and other purposes.

18.4 除非客户另有特定的书面指示,公司无义务检查所有货物是否与样品一致,或检查其处理的该货物与客户提供的描述一致;或为任何法律、惯例或合同之目的就货物交付的性质/价值/目的作出任何声明。

Unless otherwise specifically instructed by the Customer in writing, the Company shall not be obliged to check whether samples are identical with the lot or check that the goods it handles correspond to the description provided by the Customer; or make any declaration for the purpose of any statute, convention or contract with regards to the nature/value/purpose of delivery of the goods.

18.5 受限于上述第 18.4 条的规定,公司有权但无义务,在货物交付至公司时以及在货物存储于公司期间的任何时候检查货物内容。

Subject always to Article 18.4 above, the Company is entitled to, but not obliged to, examine the contents of the goods upon the delivery of the goods to the Company and at any time during the storage of the goods by the Company.

18.6 如果船只、集装箱和/或货物已被熏蒸,客户应最晚不迟于该等船只、集装箱和/或货物抵达指定港口前七(7)日,事先充分告知公司所使用的熏蒸剂或材料,以及被熏蒸的集装箱、驳船、货舱和/或包裹。客户应承担对船只、集装箱和/或货物排气和/或充气以使其达到安全浓度的风险和费用。

Should the vessel, container and/or cargo have been fumigated, then the Customer is obliged to inform the Company well in advance, at the latest 7 days prior to arrival in the designated harbour, of the fumigant used and in which container(s), barge(s), hold(s) and/or packing it was applied. Degassing and/or aerating the vessel, container and/or cargo to safety concentrations will be at the Customer's risk and expense.

18.7 为保存或保护仓储货物、或自己或他人的货物和财产,公司可以但无义务采取其认为必要的措施处置和处理货物,并且所有风险和费用由客户承担。

The Company may, without being obliged thereto, take measures for treatment and handling as it may deem necessary for preservation or protection of the stored goods or of its own or other's goods or properties, all at the Customer's risk and expense.

18.7A 客户不得向第三方出售或以其他方式处置(部分)货物,除非客户已使该等第三方以书面形式接受在该等第三方取得货物上任何权益之时客户与公司间有关货物的所有生效合同的全部条款。客户接受,尽管货物的任何权益可能已从客户转移至第三方,若其未能满足本第 18.7A 条款下的任何义务,客户应继续向公司承担其自身与公司间关于货物的所有合同项下的全部义务。

The Customer shall not sell or otherwise dispose of (part of) the goods to any third parties, unless the Customer procures such third party's acceptance in writing of all the terms of all contracts between the Customer and the Company in respect of the goods that were valid at the time such third party acquires any interest in the goods. The Customer accepts that in the event it fails to satisfy any of its obligation in this Article 18.7A, the Customer shall continue to be bound to the Company of all of its obligations owed to the Company in all contracts between itself and the Company in respect of the Goods notwithstanding that any interest in the goods may have moved from the Customer to the third party.

18.8 如果客户出售或以其他方式处置货物或其任何部分,客户之前应向公司承担的义务不得解除,直至公司以书面形式向客户确认其已接受了对货物的转让和放货。

If the Customer sells or otherwise disposes of (part of) the goods, this does not release the Customer of its previously assumed obligations to the Company until the Company has confirmed in writing to the Customer that the Company has accepted both such transfer and the release of the goods.

18.9 如发生货物所有权的转移或转让,或提取货物权利的转移或转让(视具体情况),客户应有义务立即书面通知公司。

The Customer is obliged to immediately notify the Company in writing of transfer or passing of ownership of goods or transfer or passing of the right to take delivery of the goods, as the case may be.

18.10 客户有义务书面通知公司关于客户和/或代表客户的第三方就该客户和/或第三方交通工具的损失与损害的任何索赔,且该损失和损害是在交通工具离开公司或其分包商处前发生的。如果没有给予该通知,将视为放弃对公司索赔的主张。

The Customer shall be obliged to notify the Company in writing of any claim of the Customer and/or of a third party who acted on behalf of the Customer, for damage to and/or loss of the means of transport of the Customer and/or of such third party prior to the departure of the means of transport from the premises of the Company or its subcontractor failing which any such claim against the Company will be barred.

18.11 在交通工具抵达时无停泊地或停放地应被视为不在公司可控制范围的情形。

The non-availability of a berthing or parking place upon arrival of floating or rolling means of transport is considered to be a **circumstance beyond the Company's control.**

18.12 若承运人拒绝承认由公司作为其部分服务所运输的货物的数量或重量,公司不就任何损失或损害对客户承担责任,无论该等损失或损害是如何产生的。

The Company shall not be liable to the Customer for any loss or damages, howsoever arising, in the event the carriers refuse to acknowledge the number or weight of the goods that are forwarded by the Company as part of its services.

19 易腐烂货物

Perishable Goods

19.1 公司有权自行决定且无需向客户发出进一步通知,出售或处置在抵达时未立即提取的、未充分处理或标记的或其他不可辨认的所有易腐烂货物。公司发生或支出的与该等变卖或处理有关的所有花费和费用应由客户承担。

The Company shall be entitled, at its sole discretion and without any further notice to the Customer, to sell or dispose of all perishable goods which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable. All charges and expenses incurred by the Company in connection with such sale or disposal shall be borne by the Customer.

19.2 公司可自行决定,向客户支付扣除所有逾期费用、收费和开支后该变卖或处理后的净收益(如有),该等支付相当于货物的交付。

Payment or tender, at the Company's sole discretion, by the Company to the Customer of the net proceeds (if any) of such sale or disposal after deduction of all outstanding fees and charges and expenses shall be equivalent to delivery.

20 非易腐烂的货物 Non-

perishable Goods

20.1 如果非易腐货物因其未充分正确注明地址或因收货人不接收或其它原因,公司认为无法交付,则在向客户发出书面通知的十四(14)天后,且客户未能提供公司可接受的必要指示,则公司有权自行决定且无须进一步通知而出售或处置该等非易腐货物。

Upon the expiry of 14 days' notice in writing to the Customer and the Customer has failed to provide the necessary instructions acceptable to the Company, the Company shall be entitled, at its sole discretion and without any further notice, to sell or dispose of all non-perishable goods which in the opinion of the Company cannot be delivered as they are insufficiently or incorrectly addressed or not collected/accepted by the consignee or for any other reason.

20.2 公司可自行决定,向客户支付扣除所有逾期费用、收费和开支后该变卖或处理后的净收益(如有),该等支付相当于货物的交付。

Payment or tender, at the Company's sole discretion, by the Company to the Customer of the net proceeds (if any) of such sale or disposal after deduction of all outstanding fees and charges and expenses shall be equivalent to delivery.

21 危险货物

Dangerous Goods

21.1 除事先有书面特殊安排外,公司不接受或处理任何有毒、危险、有害、易燃或易爆货物,或可能产生危险的任何货物(“危险货物”)。“可能产生危险的货物”包括可能寄生或滋养害虫或其它有害物的货物。

Except under special arrangements previously made in writing, the Company shall not accept or deal with any noxious, dangerous, hazardous or inflammable or **explosive goods or any goods likely to cause damage (“Dangerous Goods”)**. The expression **“goods likely to cause damage”** includes goods likely to harbour or encourage vermin or other pests.

21.2 如果公司事先同意根据本条件接收任何危险货物,客户应确保该危险货物附有一份危险货物性质和内容的详细说明,且客户应按照在相关管辖区内届时有效的可适用的法律和法规适当且安全地包装该危险货物,包括在危险货物的包装上以清晰和耐久的标志标明其内装货物为危险货物。

If the Company however agrees in advance to accept any Dangerous Goods under these Conditions, the Customer shall ensure that the Dangerous Goods are accompanied by a full declaration of their nature and contents, and properly and safely packed and labeled in accordance with applicable laws and regulations for the time being in force in the relevant jurisdiction(s) including ensuring that all such packages are clearly and indelibly marked to show the hazardous nature of their contents.

21.3 尽管公司可能已根据双方之前同意的书面安排而接收危险货物,客户同意公司可自行决定,并以公司认为适合的任何方式销毁或以其他方式处理危险货物,由此产生的对其他货物、财产、生命或健康产生的风险和费用应由客户承担。

Notwithstanding that the Company may have accepted the Dangerous Goods under arrangement previously agreed between the parties in writing, the Customer agrees that the Dangerous Goods may be so destroyed or otherwise dealt with by the Company at its sole discretion and in any way deemed fit by the Company at the Customer's risk and expense on account of risk to other goods, property, life or health.

21.4 除双方之前书面同意的特殊安排外,如果客户向公司交付任何危险货物,或导致公司处理该等危险货物,由该货物产生的,针对该货物的,与该货物相关的无论任何形式和性质的所有损失或损害应由客户承担,包括给公司负有赔偿义务的第三方造成的损失和损害,和/或因人身伤害造成的损害,和/或任何形式的经济损失。客户应赔偿公司因此产生或遭受的所有和任何处罚、责任、索赔、损害、费用(包括以赔偿基础计算的所有法律费用)或支出,无论任何性质,无论其如何产生的,以使公司免受任何损害。

If the Customer delivers any Dangerous Goods to the Company or cause the Company to handle or deal with such goods otherwise than under special arrangements previously agreed between the parties in writing, the Customer shall be liable for all loss or damage whatsoever caused by or to or in connection with such goods howsoever arising, including such loss and damage caused to third parties which the Company is obliged to compensate and/or damage caused by injury and/or any form of financial loss. The Customer shall indemnify the Company against all penalties, liabilities, claims, damages, costs (including all legal costs calculated on an indemnity basis) and expenses whatsoever and howsoever arising in connection therewith.

21.5 如果在履行运输工作中公司处理的货物根据内河航道、陆运、海运危险物质的相关法规被认为是危险的,处理货物将受相关管辖地所适用的法律和法规管辖。

In the event that the goods handled by the Company in the performance of the forwarding work are deemed to be dangerous pursuant to the relevant regulations for the carriage of dangerous substances on inland waterways, by road or by sea, such handling of the goods shall be governed in accordance with such laws and regulations applicable in the relevant jurisdiction(s).

22 贵重货物

Precious Goods

22.1 除双方事先书面同意的特别安排外,公司不接受或处理黄金、货币、宝石、珠宝、贵重物品、古董、字画、动物或植物。

Except under special arrangements previously agreed between the parties in writing, the Company shall not accept or deal with gold, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants.

22.2 除双方之前书面同意的特别安排外,如果客户向公司交付任何贵重货物、或导致公司处理贵重货物,公司对该等贵重货物的任何损失、损害或索赔不承担责任。

If any Customer nevertheless delivers such goods to the Company or cause the Company to handle or deal with such goods otherwise than under special arrangements previously agreed between the parties in writing, the Company shall be under no liability whatsoever for any loss, damage or claim however caused in connection with the goods.

23 保险

Insurance

23.1 客户有义务购买并维持足额的保险,包括但不限于货物保险、因货物造成损害的保险。除双方另有规定,并受限于第 23.2 条的规定,公司无义务为交付其保管的货物安排或购买任何保险。

The Customer is obliged to take out and maintain adequate insurance, including but not limited to cargo insurance and insurance covering damage that can be caused by the goods. Unless otherwise agreed between the parties and subject to Article 23.2, the Company shall not be obliged to arrange for any insurance in respect of the goods delivered into its custody.

23.2 如果公司已和客户约定由公司购买或安排保险,则:

If the Company has agreed with the Customer that it shall arrange for insurance:

(a) 所有生效的保险应受限于保险公司或承销商签发的保单所规定的通常除外责任和条件;

all insurance effected shall be subject to the usual exceptions and conditions of the policies of the insurance company or underwriters;

(b) 公司对保险公司的选择和其支付能力不负责;

the Company shall not be responsible as regards the choice of the insurer and its ability to pay;

(c) 客户应对需要承保的风险予以明确的说明和陈述。客户仅说明和陈述货物价值是不充分的;

the risks to be covered shall be clearly stated by the Customer. A mere statement by the Customer of the value is not enough;

(d) 公司无义务对每批货物投保单独的保险,但可申报任何不定额保单或通用保单;

the Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy;

(e) 客户应承担以足月计算的所有保险费,不足一个月的按一整月计付,除非公司另行书面同意;以及

the Customer shall be liable for all insurance premiums calculated on the basis of one full calendar month such that part of a month shall count as one full calendar month unless otherwise agreed in writing by the Company; and

(f) 如果公司以其自身名义购买了保险,则公司可自行决定向客户转让其对保险公司的任何索赔主张。如果保险公司因任何原因对其责任有争议,客户仅可向保险公司追索。公司不承担与此相关的任何责任和义务。

if the Company has arranged an insurance policy in its own name, it may, at its sole discretion, transfer any claims against the insurer to the Customer. Should the insurers dispute their liability for any reason, the Customer's only recourse shall be against the insurers. The Company shall not be under any responsibility or liability in relation thereto.

23.3 如果公司使用起重机和/或其他类似设备提供服务,公司有权就其使用该等设备的风险投保,保险费由客户承担。

If the Company uses derricks and any other such equipment for carrying out any services, it shall be entitled to arrange for insurance at the Customer's expense to cover the risks arising from such use.

23.4 若客户给予公司购买保险的指示,则客户应被视为已授权公司作为其代理人与保险公司达成协议或安排,包括与保险公司协商约定保险条件以及解决任何损害索赔事宜。

By giving instructions for effecting the insurance, the Customer shall be deemed to have authorized the Company as its agent to make all arrangements with the insurer, including those regarding the conditions of insurance and settlement of claims in respect of any damage.

23.5 公司对保险公司未全额或部分支付保险赔偿金所造成的任何损失不承担任何责任;如果公司对于某项损害无需承担任何责任,则公司对就该损害存有争议的保险索赔亦不负责,无论公司是通过何种方式购买保险的。

The Company shall not be liable for any loss arising from the failure by the insurer to pay in full or in part or because a claim in respect of damage is being disputed as a result of circumstances for which the Company cannot be held liable irrespective of the manner in which the Company was concerned in effecting the insurance.

第三章:仓储工作条件

CHAPTER III - WAREHOUSING WORK CONDITIONS

24 交付

Delivery

24.1 货物的交付和接收应当自货物实际交付至公司事先决定的仓储地点,并在公司以书面方式接受时生效。若客户指令公司接收货物但货物因任何原因未能抵达,客户承诺向公司支付其根据客户的指令采取措施而发生的支出和费用作为补偿。

Delivery of the goods to, and receipt thereof by, the Company shall be effected by the goods being handed over to, and accepted in writing, by the Company at the place of storage determined in advance by the Company. In the event the Customer instructs the Company to take delivery of goods but the goods fail to arrive for delivery to the Company due to any reasons, the Customer undertakes to pay to the Company, on an indemnity basis, all costs and expenses incurred by the Company in taking steps in accordance with the Customer's instructions.

24.1A 客户向公司保证,所有交付给公司的货物均不是危险货物,处于良好状态且已以适当和安全的包装方式充分包装。

The Customer warrants to the Company that all goods delivered to the Company are not Dangerous Goods, are in good condition, and adequately packed with appropriate and secured packaging.

24.1B 若货物上存在外观上明显可见的损害,或公司有任何理由相信(无论是向公司交付货物之时还是货物存储在公司之时)货物存在损害,客户特此授权公司采取任何公司认为必要的措施以保护客户在货物上的利益,而无需事先通知客户,且由此产生的风险和费用由客户承担。

In the event there are any outwardly visible damage to the goods, or if the Company has any reasons to believe that there is any damage to the goods (whether at the time of delivery of the goods to the Company or at the time goods are stored with the Company), the Customer hereby authorizes the Company to take all steps the Company deems necessary, without prior notice to the Customer, to protect the Customer's interests in the goods at the Customer's costs and the Customer's risk.

24.2 所有货物应在公司正常的工作时间内,即周一至周五上午九点至下午五点间(北京时间)向仓储地交付或从仓储地提取。即使客户要求在前述工作时间外执行工作,公司保留自行决定是否接受该等指示的权利。如果公司同意接受该指示,客户应承担由此产生的任何支出和费用。

All goods shall be delivered to and collected from the place of storage during the Company's ordinary working hours between 0900 hours and 1700 hours (China Time) Mondays to Fridays. Even if the Customer requires work to be executed outside the stated working

hours, the Company retains the sole discretion whether or not it accepts such instruction, and if it does, any charges incurred thereby shall be borne by the Customer.

24.3 在收到客户的货物后,公司可根据客户的要求向其签发仓库收据/仓单,除非(a)客户未向公司清偿到期应付款项;或(b)公司有任何合理的理由不签发仓库收据/仓单。

Upon receipt of the goods by the Company, the Company may, upon request from the Customer, issue a warehouse receipt/warrant to the Customer, unless (a) there is any amount due and owing to the Company; or (b) the Company has any reasonable ground not to issue.

24.4 在签发仓库收据的情况下,公司有权拒绝放行存储在公司的任何货物,除非且直到公司从在仓库收据上署名方处收到原始仓库收据。

In the event a warehouse receipt is issued, the Company is entitled to deny the release of any goods stored with the Company unless and until it has received the duly endorsed original warehouse receipt from the named party on the warehouse receipt.

24.5 如果客户指示公司存储特定数量的货物、或在特定时间向公司交付货物、或以特定数量交付货物、或在特定时间提取货物,但客户未能按照特定要求交付或提取货物的,客户应承担由于公司为执行该等特定订单而购买和/或安排的劳动力和设备而产生的所有支出和费用(无论是否已全部投入使用)。

If the Customer has instructed the Company to store the goods in a specified quantity, or that the goods shall be delivered to the Company at a specified time, or that the goods to be delivered in a certain quantity, or that the goods are to be collected at a certain time but the Customer fails to deliver or collect the goods as specified, the Customer shall be liable for all costs and expenses incurred by the Company as a result of any labour and equipment ordered and/or arranged for the execution of the specified order by the Company (whether used in full or otherwise).

25 关于货物描述的通用条款

General Provisions regarding Description of Goods

25.1 客户应确保其已获得和持有所有必要的许可证,且已遵守与客户义务相关的所有法规。

The Customer shall see to it that all necessary permits are obtained and kept as well as that all the regulations falling under the obligations of the Customer are complied with.

25.2 为使公司履行其仓储工作,客户应及时以书面形式向公司提供所有相关信息,包括但不限于有关下列事项的信息:

To enable the Company to perform its warehousing work, the Customer shall timely provide the Company with all relevant information in writing such as but not limited to information with regard to:

(a) 货物的性质、种类、质量、数量、构成、温度、重量、体积、来源、产地、物理和/或化学成分;

the nature, type, quality, quantity, composition, temperature, weight, volume, source, origin, physical and/or chemical properties of the goods;

(b) 货物的或货物内含有的有害成分和/或物质(无论是否已被通常认为或承认);

hazardous properties and/or substances (whether or not generally known or recognized as such) of or within the goods;

(c) 法律后果(所有权,禁止存储在其他地方,海关手续等);

legal consequences (ownership, storage banned elsewhere, custom formalities etc.);

(d) 因货物的性质是否需要特殊的仓储方式;

whether a special method of storage is required or necessary due to the nature of the goods;

(e) 关于装卸货方式的特别指示;和

special directions regarding the method of loading or unloading; and

(f) 对于公司重要的其他内容。

all other particulars which are of importance to the Company.

25.2A 公司不对停泊地的可用性和进行本章项下的仓储工作的时间做任何陈述或保证。

The Company makes no representation or warranty as regards the availability of berths and the time of execution of the warehousing work under this Chapter.

25.3 公司有权完全依赖客户提供的关于货物的详细说明(例如:内容、测量方法、性质、质量、重量、数量、序列号、标记和价值),即使在公司任何代理人或雇员在场的情况下已对货物进行计数、称重或测量,或即使公司可能已知晓货物的性质、质量或其他内容。

The Company shall be entitled to rely upon particulars relating to the goods (e.g. content, measurement, nature, quality, weight,

quantity, serial numbers, marks, and value) provided by the Customer even if the goods have been counted, weighed or measured in the presence of any of the Company's agents or servants and even if the Company may have known the nature, quality or other particulars thereof.

- 25.4 仓库收据、交货单和/或放货单据上所载明的货物描述和/或规格及其具体细节系基于客户提供的描述说明,公司签发任何该类文件不意味着确认描述是正确的或承认其描述货物或内容的存在、良好状态和条件,除非适用法律另有规定或公司另行作出特定书面确认。

The description and/or specification of the goods and the particulars thereof as stated on a warehouse receipt, delivery order and/or release shall be based on the description as provided by the Customer, and the Company does not, by the issuance of any such document, confirm that the description is correct, or admit the existence, good order and condition of the goods described therein, or the contents thereof, except as may otherwise be provided by applicable statute or specifically confirmed in writing by the Company.

- 25.4A 公司签发的任何文件上(包括仓单、仓单收据、交货单和/或放货单据)记载的有关任何货物描述和/或规格及其内容的“据称包含”条款应指该等货物描述、规格和/或内容系由客户所陈述和提供,且客户进一步同意,公司不对该等货物描述、规格和/或内容之真实性或准确性做出陈述或保证。

The expression “said to contain” in relation to any description and/or specification of the goods and the particulars thereof as stated on any document issued by the Company (including Warehouse Warrants, Warehouse Receipts, delivery order, and/or release), shall mean that such description, specification and/or particulars of such goods are as represented and furnished by the Customer and that the Customer further accepts that the Company does not represent or warrant the truth or accuracy of such description, specification and/or particulars of such goods.

- 25.5 公司将根据客户告知的货物存储条件以及提供的相关说明和指示对客户交付的货物进行保管。如客户未告知货物存储条件或提供相应说明和指示的,公司可自行判断,以其惯常的保管同类货物的方式和方法保管该等货物。

The Company shall take custody of the goods according to the storage conditions informed by the Customer which are needed for the goods delivered by the Customer and relevant directions provided by the Customer. In case of any failure by the Customer to inform such conditions or provide such directions, the Company may, at its sole discretion, take custody of the goods in the manner and means it normally takes custody of goods of the same kind as the goods.

- 25.6 如果船只、集装箱和/或货物被熏蒸,客户应最晚不迟于该等船只、集装箱和/或货物抵达指定港口前七(7)天,事先充分告知公司所使用的熏蒸剂或材料,以及被熏蒸的集装箱、驳船、货舱和/或包裹。客户应承担对船只、集装箱和/或货物排气和/或充气以使其达到安全浓度的风险和费用。

Should the vessel, container and/or cargo have been fumigated, then the Customer is obliged to inform the Company well in advance, at the latest 7 days prior to arrival in the designated harbour, of the fumigant used and in which container(s), barge(s), hold(s) and/or packing it was applied. Degassing and/or aerating the vessel, container and/or cargo to safety concentrations will be at the Customer's risk and expense.

- 25.7 为保存或保护仓储货物、自己或他人的货物和财产,公司可以但无义务采取其认为必要的措施处置和处理货物,并且所有风险和费用由客户承担。

The Company may, without being obliged thereto, take measures for treatment and handling as it may deem necessary for preservation or protection of the stored goods or of its own or other's goods or properties, all at the Customer's risk and expense.

- 25.8 如果客户出售或以其他方式处置货物或其任何部分,客户之前应向公司承担的义务不得解除,直至公司以书面形式向客户确认其已接受了对货物的转让和放货。

If the Customer sells or otherwise disposes of (part of) the goods, this does not release the Customer of its previously assumed obligations to the Company until the Company has confirmed in writing to the Customer that the Company has accepted both such transfer and the release of the goods.

- 25.9 如发生货物所有权的转移或转让、或提取货物权利的转移或转让(视具体情况),客户应有义务立即书面通知公司。

The Customer is obliged to immediately notify the Company in writing of transfer or passing of ownership of goods or transfer or passing of the right to take delivery of the goods, as the case may be.

- 25.10 客户有义务书面通知公司有关客户和/或代表客户的第三方就该客户和/或第三方交通工具的损失与损害的任何索赔,且该损失和损害应是在交通工具离开公司或其分包商处前发生的。如果没有给予该通知,将视为放弃对公司索赔的主张。

The Customer shall be obliged to notify the Company in writing of any claim of the Customer and/or of a third party who acted on behalf of the Customer, for damage to and/or loss of the means of transport of the Customer and/or of such third party prior to the departure of the means of transport from the premises of the Company or its subcontractor failing which any such claim against the Company will be barred.

- 25.11 在交通工具抵达时无停泊地或停放地应被视为不在公司可控制范围的情形。

The non-availability of a berthing or parking place upon arrival of floating or rolling means of transport is considered to be a circumstance beyond the Company's control.

26 条件

第 1.1 版 Version 1.1

最新更新:2015 年 2 月 1 日 Last updated: 1 February 2015

Condition

26.1 客户应将货物在其良好状态下交付给公司,若货物有包装,包装必须适当。

The Customer shall deliver the goods to the Company in a good condition, and if packed, properly packed.

26.2 如果向公司交付的货物有损坏或缺陷,且在该损坏或缺陷在到货时是显而易见的,在由客户承担风险和费用的情况下,公司有权但无义务保护客户的利益免受承运人或其他人损害,并安排提供证明货物状态的证据。然而,对于公司采取前述行动有关的事宜,客户无任何权力过问。公司应立即通知客户已采取的行动,但是,未通知客户并不导致客户获得向公司请求赔偿的权利。

If the goods delivered to the Company turn out to be in a damaged or defective condition and which is outwardly visible at the time of arrival, the Company shall be entitled, but not obliged, to protect the Customer's interest against the carrier or others at the Customer's risk and expense, and to arrange for the evidence regarding the condition of the goods, however, without the Customer being entitled to any right of account of the manner in which the Company has performed these duties. The Company shall immediately notify the Customer of the action taken, but failure to notify the Customer shall not give the Customer any right of claim against the Company.

27 称重/测量

Weighing/Measuring

27.1 如果没有指示,公司无义务对收到的货物称重或测量,但是如果经任何政府部门或第三方要求,公司可自行决定对货物进行称重和测量。如果发现重量或测量结果与客户提供的描述不一致,由此产生的称重和/或测量支出应由客户承担。

The Company shall not be obliged to weigh or measure the goods received by it if no instructions to that effect are given provided however that the Company shall have the liberty of weighing and measuring the goods if it is so required by any authority or third party and if the Company then discovers that the weight or measurement differs from the descriptions provided by the Customer, the cost of weighing and/or measuring involved shall be borne by the Customer.

27.2 如果公司根据客户的指示对货物进行了称重和/或测量,公司仅负责对所测得的重量或尺寸进行确认。

The Company shall only be liable for ascertaining weight and/or measurement if the goods have been weighed and/or measured by the Company on the Customer's instructions.

27.3 公司仅在客户的要求下打开包装以查验货物内容,但如果公司怀疑货物内容描述错误,公司保留进行相关查验的权利。经查验,如果货物内容与客户提供的描述不一致,由此产生的查验费用应由客户承担。

The Company shall only be obliged to open packages for examination of the contents at the Customer's request, but the Company reserves the right to make such examination if it suspects that the contents have been wrongly described. If the examination reveal that the contents differ from those stated, the cost of the examination shall be borne by the Customer.

27.4 在公司接收货物后对货物进行查验的过程中,如果发现货物的物理状况有损,或有其他非正常现象,或货物的数量、重量、内容和其他特性与客户提交的信息不一致,公司有权予以记录并要求客户(亲自或通过其他人士)确认该情形,该等确认将作为关于货物权利和义务的最终证据。若客户不予确认,公司的前述记录将作为关于货物权利和义务的最终证据。

During the examination upon receipt of the goods, if there is any damage to or other abnormal appearance/situation of the physical conditions of the goods, or any inconsistency in the quantity, weight, content and/or other characteristic of the goods between the information provided by the Customer and the findings from the Company's examination, the Company has right to record and require the Customer, by itself or through other person, to confirm such findings, which will be served as final evidence for the rights and obligations in respect of the goods. However, if the Customer withholds such confirmation, either by itself or through other person, the information recorded by the Company will be served as final evidence for the rights and obligations in respect of the goods.

28 仓储地和进入

Place of Storage & Access

28.1 除非另有约定,公司可自行决定存储货物的地点,且在任何时候有权将货物转移至其他仓储地点。如果出于维护货物的利益、或由于公司不可控制的情形对货物进行转移,因该等转移而发生的支出和运输风险由客户承担。

Unless otherwise agreed upon, the Company shall be at liberty to decide where the goods are to be stored and shall at any time be entitled to transfer the goods to another storage place. In the event that the transfer has been effected in the interest of the goods or through circumstances beyond the Company's control, the cost of such transfer and the risk of transport shall be borne by the Customer.

28.2 如果货物被转移到其他存储地点,公司应告知客户,但未告知并不赋予客户向公司主张索赔的权利。

If the goods are transferred to another storage place, the Company shall notify the Customer, but failure to notify the Customer shall not give the Customer any right of claim against the Company.

28.3 公司可给予客户和/或客户授权的任何人进入货物仓储地点的权利,但应遵守以下规定并办理相关政府机构和部门要求的任何其他手续:

The Company may give to the Customer and/or any persons authorised by the Customer access to the place of storage of the goods subject to the following conditions and any other formalities prescribed by the relevant authorities being complied with:

- (a) 进入仓储地点的所有人应遵守公司的规章;

all persons visiting the place of storage must comply with the Company's regulations;

- (b) 仅能在通常的工作时间内且需在公司的雇员或代理的陪同下进入仓储地点;以及

access is only provided during ordinary working hours and with attendance by an employee or agent of the Company; and

- (c) 客户应承担与访问和进入仓储地点相关的费用,以及对该访问人员直接或间接所造成的任何损害负责。

the Customer shall be liable for any cost of attendance incurred in relation to such visit and for any damage caused directly or indirectly by such persons.

29 指示的最后时间

Latest Time for Instructions

- 29.1 除非双方另有约定、或除非因特殊情形被阻碍,公司应在不晚于收到指令或必要文件(提单和交货单)后下一个工作日(如果可能)开始执行所接受的存储或交付货物的指令。如果在任何工作日(周一至周五)下午三点(北京时间)以后收到执行指令必要的指示和文件,则该等文件应被视为是下一个工作日才收到。

Unless otherwise agreed upon, or unless prevented by special circumstances, the Company shall commence executing accepted orders for storage or delivery of goods, if possible, not later than the next working day after having accepted the order or after receipt by the Company of the necessary documents (e.g. bills of lading and delivery orders) on the understanding that if the necessary instructions and documents for executing orders are received after 1500 hours (China time) on any working day (between Mondays to Fridays only), the next working day shall count as the day of receipt.

30 危险货物

Dangerous Goods

- 30.1 除事先书面作出特殊安排外,公司不接受或处理任何危险货物(定义见第 21.1 条)。

Except under special arrangements previously made in writing, the Company shall not accept or deal with any Dangerous Goods (as defined in Article 21.1).

- 30.2 如果公司事先同意根据本条件接受任何危险货物,客户应确保该危险货物附有一份危险货物性质和内容的详细说明,且客户应按照在相关管辖地域内届时有效的可适用的法律和法规适当且安全地包装该等危险货物,包括在危险货物的包装上以清晰和耐久的标志标明其内装货物为危险货物。

If the Company however agrees in advance to accept any Dangerous Goods under these Conditions, the Customer shall ensure that the Dangerous Goods are accompanied by a full declaration of their nature and contents, and properly and safely packed and labeled in accordance with applicable laws and regulations for the time being in force in the relevant jurisdiction(s) including ensuring that all such packages are clearly and indelibly marked to show the hazardous nature of their contents.

- 30.3 尽管公司可能已根据双方之前同意的书面安排而接收危险货物,客户同意公司可自行决定,并以公司认为适合的任何方式销毁或以其他方式处理危险货物,由此产生的对其他货物、财产、生命或健康产生的风险和费用由客户承担。

Notwithstanding that the Company may have accepted the Dangerous Goods under arrangement previously agreed between the parties in writing, the Customer agrees that the Dangerous Goods may be so destroyed or otherwise dealt with by the Company at its sole discretion and in any way deemed fit by the Company at the Customer's risk and expense on account of risk to other goods, property, life or health.

- 30.4 除双方事先书面同意的特殊安排外,如果客户向公司交付任何危险货物、或导致公司处理危险货物,由该货物产生的、针对该货物的、与该货物相关的无论任何形式和性质的所有损失或损害应由客户承担,包括给公司负有赔偿义务的第三方造成的损失和损害、和/或因人身伤害造成的损害、和/或任何形式的经济损失。客户应赔偿公司因此产生或遭受的所有和任何处罚、索赔、损害、费用(包括以赔偿基础计算的所有法律费用)或支出,无论任何性质,无论其如何产生的,以使公司免受任何损害。

If the Customer delivers any Dangerous Goods to the Company or cause the Company to handle or deal with such goods otherwise than under special arrangements previously agreed between the parties in writing, the Customer shall be liable for all loss or damage whatsoever caused by or to or in connection with such goods howsoever arising, including such loss or damage caused to third parties which the Company is obliged to compensate and/or damage caused by injury and/or any form of financial loss. The Customer shall further indemnify the Company against all penalties, claims, damages, costs (including all legal costs calculated on an indemnity basis) and expenses whatsoever and howsoever arising in connection therewith.

- 30.5 如果在履行仓储服务中公司处理的货物根据内河航道、陆运、海运危险物质的相关规定被认为是危险的,处理该货物应受相关管辖地所适用的法律和法规管辖。

In the event that the goods handled by the Company in the performance of the warehousing services are deemed to be dangerous pursuant to the relevant regulations for the carriage of dangerous substances on inland waterways, by road or by sea, such handling of the goods shall be governed in accordance with such laws and regulations applicable in the relevant jurisdiction(s).

31 易腐烂货物

Perishable Goods

31.1 除事先书面作出特殊安排外,公司不接受或处理任何易腐烂货物。

Except under special arrangements previously made in writing, the Company shall not accept or deal with any perishable goods.

31.2 除双方事先书面做出的安排外,如果客户向公司交付任何易腐烂货物、或导致公司处理该等易腐烂货物,公司有权自行决定,且无需向客户发出进一步的通知,出售或处置所有该等易腐烂货物。公司因变卖或处理该等易腐烂货物所发生所有支出和费用应由客户承担。

If the Customer nonetheless delivers any perishable goods to the Company or cause the Company to handle or deal with such goods otherwise than under special arrangements previously agreed between parties in writing, the Company shall be entitled, at its sole discretion and without any further notice to the Customer, to sell or dispose of all such perishable goods. All charges and expenses incurred by the Company in connection with such sale or disposal shall be borne by the Customer.

31.3 公司可自行决定,向客户支付扣除所有逾期费用、收费和开支后该变卖或处理后的净收益(如有),该等支付相当于货物的交付。

Payment or tender, at the Company's sole discretion, by the Company to the Customer of the net proceeds (if any) of such sale or disposal after deduction of all outstanding fees and charges and expenses shall be equivalent to delivery.

32 贵重货物

Precious Goods

32.1 除双方事先书面同意的特别安排外,公司不接受或处理黄金、货币、宝石、珠宝、贵重物品、古董、字画、动物或植物。

Except under special arrangements previously agreed between the parties in writing, the Company shall not accept or deal with gold, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants.

32.2 除双方事先书面同意的特别安排外,如果客户向公司交付任何贵重货物、或导致公司处理贵重货物,公司对有关该等贵重货物的任何损失、损害或索赔不承担责任。

If any Customer nevertheless delivers such goods to the Company or cause the Company to handle or deal with such goods otherwise than under special arrangements previously agreed between the parties in writing, the Company shall be under no liability whatsoever for any loss, damage or claim however caused in connection with the goods.

33 保险

Insurance

33.1 客户有义务购买并维持足额的保险,包括但不限于货物保险、因货物造成损害的保险。除双方另有规定,并受限于第 33.2 条之规定,公司无义务为交付其保管的货物安排或购买任何保险。经要求,客户应当允许公司获取相关保单用以核查并复制。

The Customer is obliged to take out and maintain adequate insurance, including but not limited to cargo insurance and insurance covering damage that can be caused by the goods. Unless otherwise agreed between the parties and subject to Article 33.2, the Company shall not be obliged to arrange for any insurance in respect of the goods delivered into its custody. Upon request, the Customer shall give the Company access to the insurance policy concerned for inspection and to make copies of the same.

33.2 如果公司已和客户约定由公司购买或安排保险,则:

If the Company has agreed with the Customer that it shall arrange for insurance:

(a) 所有生效的保险应受限于保险公司或承销商签发的保单所规定的通常除外责任和条件,

all insurance effected shall be subject to the usual exceptions and conditions of the policies of the insurance company or underwriters;

(b) 公司对保险公司的选择和其支付能力不负责;

the Company shall not be responsible as regards the choice of the insurer and its ability to pay;

(c) 客户应清楚陈述和说明承保的风险或公司就货物现有价值的估计。客户仅对货物价值的陈述和说明是不充分的,

the risks to be covered shall be clearly stated by the Customer or the Company's estimate of the current value of the goods. A mere statement by the Customer of the value is not enough;

(d) 公司无义务对每批货物投保单独的保险,但可申报任何不定额保单或通用保单;和

the Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy; and

(e) 客户应承担以足月计算的所有保险费,不足一个月的按一整月计付,除非公司另有书面约定。

the Customer shall be liable for all insurance premiums calculated on the basis of one full calendar month such that part of a month shall count as one full calendar month unless otherwise agreed in writing by the Company.

- 33.3 若客户给予公司购买保险的指示,则客户应被视为已授权公司作为其代理人,与保险公司达成协议或安排,包括与保险公司协商约定保险条件以及解决任何损害赔偿事宜。在本条中,作为客户的代理人,公司有权收取保险赔偿额,但仅有义务在扣除客户欠付公司的所有到期款项后向客户支付收到的赔偿额。

By giving instructions for effecting the insurance, the Customer shall be deemed to have appointed the Company as its agent to make all arrangements with the insurer, including those regarding the conditions of insurance and settlement of claims in respect of any damage. When acting as an agent of the Customer by virtue of this Article, the Company shall be entitled to collect the amount of any claims but shall only be obliged to pay the compensation received by it to the Customer after deducting all monies due and owing to the Company.

- 33.4 公司对保险公司未全额或部分支付保险赔偿金所造成的任何损失不承担任何责任;如果公司对于某项损害无需承担任何责任,则公司对就该损害存有争议的保险索赔亦不负责,无论公司是通过何种方式购买保险的。

The Company shall not be liable for any loss arising from the failure by the insurer to pay in full or in part or because a claim in respect of damage is being disputed as a result of circumstances for which the Company cannot be held liable irrespective of the manner in which the Company was concerned in effecting the insurance.

- 33.5 如果在公司保管下的货物由于火灾或任何其他原因毁损(无论是否是通过公司的中介机构购买的保险):

If the goods in the Company's custody are destroyed by fire or any other causes (regardless of whether the insurance was effected through the intermediary of the Company):

- (a) 毁损日应被视为交付日,应向公司支付的所有费用应在该交付日(包括该日)成为到期应付款项,和

the date of destruction shall count as the date of delivery and all charges payable to the Company shall be due up to and including such date; and

- (b) 如果公司对毁损评估的协助是需要或必要的,公司可提供该等协助并收取其确定的费用,但前提是应向公司支付的所有到期且应付的款项已全额支付。

if the Company's assistance for assessment of the damage is desirable or necessary, the Company may render such assistance in return for payment by the Customer at a rate fixed by the Company and provided that all other monies due and owing to the Company have been paid in full.

- 33.6 如果公司使用起重机和/或其他类似设备执行服务,公司有权使用该等设备风险投保,保险费由客户承担。

If the Company uses derricks and any other such equipment for carrying out any services, it shall be entitled to arrange for insurance at the Customer's expense to cover the risks arising from such use.

34 货物的移出

Removal of Goods

- 34.1 在公司从客户处收到所有到期应付款项后,公司应允许向客户或其代理人放行存储在公司的货物,客户应承担由此产生的相关的费用。

The Company shall, after receiving full payment of all monies due and owing to the Company, allow the goods stored with the Company to be released to the Customer or its agent. All costs and expenses in connection therewith shall be borne by the Customer.

- 34.2 公司仅在如下情况下,受客户与任何第三方关于存储在公司任何货物达成的让与或转让的约束:

The Company shall only be bound to any assignment or transfer made by the Customer with any third party in respect of any goods stored with the Company only if:

- (a) 公司就该等让与或转让已事先收到书面通知,且公司已从客户处收取到期应付款项;以及

the Company has received in full all monies due and owing to it and prior written notice of the assignment or transfer; and

- (b) 客户应促使第三方与公司签署关于存储在公司货物的新合同,直至根据本条件向该第三方交付货物。在新合同生效时,公司与客户间关于全部或部分已转让的货物的现行合同应立即终止。

the Customer procures that the third party enters into a new contract with the Company in respect of the storage of the goods with the Company until the release of the cargo to such third party in accordance with these Conditions. Upon the new contract taking effect, the existing contract between the Company and the Customer in respect of the goods or part thereof so transferred shall automatically terminate.

- 34.3 在仓储期到期前,如果公司认为存在有效和/或紧急的移动货物的理由,公司可在任何时候移动货物,例如:

The Company may at any time remove the goods received for storage prior to the expiry of the storage period, if in the opinion of the Company, there is a valid and/or urgent reason for such removal, e.g.:

(c) 如果客户持续不履行本条件的任一或更多条款;

if the Customer has consistently failed to comply with one or more provisions of these Conditions;

(d) 如果公司认为货物会或可能会对其他货物、仓储场所和设备造成损失和/或损害、或对任何人造成损害或伤害;或

if the Company is of the opinion that the goods are or are likely to cause loss and/or damage to other goods, storage place and equipment, or harm or injury to person(s); or

(e) 如果货物是易腐烂的、或公司认为其内在的变化会或可能会导致货物价值的减少、和/或客户因疏忽未给予防止或处理该情形的指示。

if the goods are perishable or liable to inherent changes which in the Company's opinion is or is likely to cause a decrease in value of the goods, and/or the Customer has neglected to give instructions for preventing or coping with such situation.

34.4 客户仍应承担仓库的租金,直至公司从仓储地放行货物之日(包括该日)。如果在公司保管下的货物由于火灾或其他原因毁损,货物遭受毁损之日应视为放货之日。

The Customer shall remain liable for payment of the warehouse rent up to and including the date the goods are released from the place of storage by the Company. If the goods in the Company's custody are destroyed by fire or other causes, the date of destruction shall count as the date of release.

35 特殊措施

Special Measures

35.1 除非双方另有约定,公司无义务就由公司储存或代表公司储存的货物或其包装采取任何措施,除非该等措施被认为是储存货物的惯例。因公司根据本条规定采取任何特殊措施而产生或相关的全部费用和 risk 应由客户承担。

Unless otherwise agreed between the parties, the Company is not obliged to take any measures in respect of the goods stored by the Company or on its behalf or their packing save for such measures which are considered to be customary for the goods. All costs and risks arising out of or in connection with any special measures taken by the Company pursuant to this Article shall be borne by the Customer.

35.2 尽管如此,若公司认为不采取任何特殊措施将导致货物或其他货物、储存地或设备的损失和/或损害、或造成人身损害,公司应有权自行决定对公司储存或代表公司储存的货物立即采取特殊措施(包括销毁)。因公司根据本条规定采取任何特殊措施而产生或相关的全部费用和 risk 应由客户承担。

However, the Company shall be entitled at its sole discretion to take immediate special measures action (including destruction) in respect of the goods stored by the Company or on its behalf if the Company is of the opinion that failure to take any such measures may lead to loss and/or damage to the goods or other goods, storage place or equipment, or cause harm or injury to persons. All costs and risks arising out of or in connection with any special measures taken by the Company pursuant to this Article shall be borne by the Customer.

35.3 公司应就根据本条规定采取的任何特殊措施通知其最后所知的客户,但未能通知的,不会赋予后者任何向公司索赔的权利。

The Company shall notify the last known Customer of any special measures taken pursuant to this Article but failure to give notification shall not give the latter any right of claim against the Company.

第四章:仓单条款

CHAPTER IV - WARRANT PROVISIONS

如果根据第 24.3 条和第 24.4 条的规定签发了仓库收据,以下第四章的所有条款(除第 36.1(c)条与第 36.3 条外)应适用于签发仓库收据的情形,且在适用时该等条款提及的仓单持有人指客户,提及的仓单指仓库收据。

In the event that a warehouse receipt is issued in accordance with Articles 24.3 and 24.4, all Articles under Chapter IV hereinbelow will similarly apply (save for Articles 36.1(c) and 36.3) and all references to the warrant holder will refer to the Customer and all references to the warrant will refer to the warehouse receipt.

36 签发

Issue

36.1 根据客户的要求,公司可以(但无义务)签发仓单。为本条件之目的,仓单包括:

Upon request by the Customer, the Company may (but is not obliged to) issue a warrant. For purposes of these Conditions, a warrant includes:

(a) 公司签发的仓单;

a warrant issued by the Company;

(b) 公司的关联公司签发的仓单;或

a warrant issued by the Company's related corporations; or

(c) 公司或其关联公司根据伦敦金属交易所规则签发的仓单。

a warrant issued by the Company or its related corporations in accordance with the rules of the London Metal Exchange ("LME").

36.2 公司应有权在客户未向其支付所有到期应付款项或有其他理由的情况下,拒绝签发仓单。若是客户根据第 36.1 条提出要求前的任何时间,公司已根据客户要求就相同货物签发仓库收据("已有仓库收据"),公司无义务签发任何仓单,直至客户向公司出示该等已有仓库收据并由公司予以作废。

The Company shall be entitled to refuse to issue a warrant if the Customer has not paid all monies due and owing to the Company, or there appears to be other grounds for the refusal. If at any time prior to the Customer's request under Article 36.1, the Company has already issued a warehouse receipt covering the same goods in the Customer's request ("Existing Warehouse Receipt"), the Company shall not be obliged to issue any warrant until the Customer presents such Existing Warehouse Receipt to the Company for the Company's nullification.

36.3 通过对原始仓单的背书以及向第三方交付该背书的仓单,客户有权向任何实体或个人转让存储在公司且记载于仓单的全部货物的所有权。转让之后,公司向客户承担的有关被转让货物的所有义务应立即终止,但并不减轻客户在本条件下对公司负有的任何义务。在此情形下,客户有义务保证经背书的仓单持有人已被告知本条件的全部条款并同意受其约束。

The Customer shall have the right to transfer the title of all of the goods stored with the Company and appearing on a warrant to any entity/individual by endorsing on the original warrant and delivering possession of the same to a third party, whereupon all obligations owed by the Company to the Customer in respect of the transferred goods shall immediately cease without prejudice to any obligations that the Customer owes the Company under these Conditions. In such circumstances, the Customer is obligated to ensure that the holder of the endorsed warrant has been informed of and accepts to be bound by all provisions of these Conditions.

36.4 公司根据本条件所签发的仓单持有人拥有要求公司向其交付仓单项下货物的权利,但该等权利受限于公司享有的对该等货物的索赔权/留置权,并应以办理完毕海关以及相关政府部门规定的有关交货所需的所有手续为前提。尽管有本条件以及仓单持有人与公司间订立的任何合同中的任何相反性规定,当仓单被出示给公司时,公司无义务交付该仓单项下的任何货物,除非:

The warrant issued by the Company in accordance with these Conditions confers on the warrant holder a right to delivery of the goods covered under the warrant except that such right to delivery is subject to the Company's claim/lien over the goods or all customs and all formalities prescribed by the authorities for delivery being complied with. Notwithstanding anything to the contrary in these Conditions and in any contract entered between the warrant holder and the Company, the Company shall not be obliged to deliver any goods covered under any warrant when such warrant is presented to the Company unless:

(a) 公司认可涵盖该等货物的仓单的真实性,确系公司签发的仓单;

the Company is satisfied as to the authenticity of the warrant covering such goods as a warrant issued by the Company;

(b) 以及,如适用,该仓单已根据本条件被适当背书。

and, where applicable, such warrant is duly endorsed in accordance with these Conditions.

36.5 尽管有前述条款,客户仍应对已签发仓单下的货物与仓单上所记载货物的不一致承担责任。

Notwithstanding the foregoing, the Customer remains liable for any discrepancy between the goods for which the warrant has been issued and the description of such goods as stated on the warrant.

36.5A(a) 就公司签发的任何仓单上记载的货物描述和/或规格及其内容的真实性或准确性之错误,除非客户于该仓单签发之日起三(3)日内向公司发出书面通知,该仓单上记载的该等货物描述、规格和/或内容应被视为是真实和准确的,且客户同意,公司不应应对仓单上记载的该等货物描述、规格和/或内容与该等货物的实际数量和质量之间可能产生的不一致承担责任。

Unless the Customer gives notice in writing to the Company of any errors in the truth or accuracy of the description and/or specification of the goods and the particulars thereof as stated on any warrant issued by the Company within three days from the date of the issuance of such warrant, such description, specification and/or particulars of the goods as stated on such warrant shall be deemed to be true and accurate and the Customer agrees that the Company shall not be liable for any controversy that may arise between such description, specification and/or particulars of the goods as they appear on the Warrant and the actual physical quantity and/or quality of such goods.

36.5A(b) 尽管有上述第 36.5A(a)条,若客户收到根据本条件背书的仓单,除非客户于该仓单背书之日起三(3)日内就公司签发的任何仓单上记载的货物描述和/或规格及其内容的真实性或准确性之错误向公司发出书面通知,该仓单上记载的该等货物描述、规格和/或内容应被视为是真实和准确的,且客户同意,公司不应应对仓单上记载的该等货物描述、规格和/或内容与该等货物的实际数量和质量之间可能产生的不一致承担责任。

Notwithstanding Article 36.5A(a) above, where the Customer receives a warrant endorsed in accordance with these Conditions,

unless the Customer gives notice in writing to the Company of any errors in the truth or accuracy of the description and/or specification of the goods and the particulars thereof as stated on any warrant issued by the Company within three days from the date of the endorsement of such warrant, such description, specification and/or particulars of the goods as stated on such endorsed warrant shall be deemed to be true and accurate and the Customer agrees that the Company shall not be liable for any controversy that may arise between such description, specification and/or particulars of the goods as they appear on the Warrant and the actual physical quantity and/or quality of such goods.

36.5A(c) 公司收到根据上述第 36.5A(a)条和第 36.5A(b)条做出的关于错误的书面通知后,应有权根据本条件第 38 条之规定处置该仓单。

Upon the Company's receipt in writing of any errors in accordance with Articles 36.5A(a) or 36.5A(b) above, the Company shall be entitled to deal with such warrant in accordance with Article 38 of these Conditions.

36.6 如果仓单已签发,公司有权拒绝放行存储在公司的任何货物,直至其从仓单持有人处收到适当背书的原始仓单。

In the event a warrant is issued, the Company is entitled to deny the release of any goods stored with the Company unless and until it has received the duly endorsed original warrant from the warrant holder.

37 有效性

Validity

37.1 除非仓单另有规定外,仓单的有效期为自签发之日起三(3)年。

Unless otherwise specified in the warrant, the warrant shall have a validity of 3 years from the date of issue.

37.2 在仓单有效期届满时,如果仓单持有人要求,公司可以:

On the expiry of the warrant, the Company may, if requested by the warrant holder, either:

(a) 在仓单持有人已向公司支付所有到期应付款项以及签发新仓单的费用,的情况下,同意签发新仓单以替换到期仓单,或

agree to replace the expired warrant with a new warrant against payment by the warrant holder to the Company of all fees due and payable then and any charges due for the issue of a new warrant; or

(b) 拒绝签发新仓单替换到期仓单,和/或停止将过期仓单下货物从所述的仓储地点移出,除非仓单持有人向公司全额支付所有到期应付款项。

refuse to issue a new warrant to replace the expired warrant and/or stop the goods covered under the expired warrant from being removed from the stated place of storage unless all monies due and owing to the Company by the warrant holder have been settled in full.

37.3 如果(a)在到期日,仓单未被出示要求替换;或(b)在公司拒绝替换过期仓单后,货物未在到期日移出,且对公司仍有到期未付款项,上述仓单持有人应被视为同意支付所有到期应付款项,并同意公司有权根据本条件出售或处置过期仓单下的货物。

If (a) the warrant was not presented for replacement on the expiry date; or (b) after the Company has refused to replace an expired warrant, and the goods have not been removed on the expiry date with outstanding unpaid monies due and owing to the Company, then the holder of the said warrant shall be deemed to have agreed to pay all outstanding monies and the Company shall have the right to sell or dispose off the goods covered under the expired warrant in accordance with these Conditions.

37.4 在仓单有效期届满后的一(1)年内,公司可向过期仓单最后所知的持有人交付仓单下的货物,或如果公司根据本条件行使留置权,向过期仓单最后所知的持有人交付(根据具体情况)变卖货物的净收益(无需支付利息,且应扣除须向公司支付的所有到期应付款项以及与变卖相关的支出)。

The Company may deliver to the last known holder of the expired warrant the goods covered under the warrant within 1 year after the expiry of the warrant, or (as the case may be) the net proceeds from the sale of the goods (without payment of interest and after deduction of the outstanding monies due and owing to the Company and costs incurred in relation to the sale) if the Company has exercised its right of lien in accordance with these Conditions.

37.5 在上述一(1)年期间到期后,公司无义务向过期仓单最后所知的持有人或任何其他人士交付货物、或变卖货物的收益。在上述一(1)年期间届满后,到期仓单最后所知的持有人对该货物的任何权利或所有权将终止和消灭。

The Company shall no longer be obliged to deliver the goods or account for the proceeds of sale of the goods to the last known holder of the expired warrant or any other person after the expiry of the said 1 year. Upon the expiry of the said 1 year, the last known holder of the expired warrant shall cease to have any rights or title to such goods.

38 破损与任何错误

Mutilations and Any Errors

38.1 对仓单内容的任何部分的全部修正和修改(包括所有涂改、删除、插入内容、毁损)以及存在任何明显错误的仓单无效。为本第 38 条之目的,"明显错误"是指公司有任何理由认为仓单记载的任何信息就仓单下货物的任何方面存在不准确、错误或虚假。

All modifications or amendments to any parts of the contents of a warrant (including all erasures, deletions, insertions, mutilations), and

any apparent errors on the warrant shall render the warrant invalid. For purpose of this Article 38, an “apparent error” shall mean any information on the warrant that the Company has any reasons to believe is inaccurate, wrong or false in any respect of the goods covered under the warrant.

- 38.2 若仓单因第 38.1 条规定的任何原因被宣布无效,公司有权向该等作废仓单的最后所知的持有人索取,且该等仓单持有人有义务将该等作废仓单交给公司。收到该等作废仓单后,公司有权将其撤销。该等作废仓单撤销后,该作废仓单应归于无效,且公司在该等无效仓单下的所有义务均应终止。

Where the warrant is rendered invalid by any of the reasons set out in Article 38.1, the Company shall be entitled to demand from the last known warrant holder of such invalidated warrant, and such warrant holder shall be obliged to surrender to the Company such invalidated warrant. Upon delivery of such invalidated warrant, the Company shall be entitled to cancel the same. Upon cancellation of such invalidated warrant, the invalidated warrant shall become null and void, and all of the Company's obligations under such nullified warrant shall cease.

- 38.3 若最后所知的仓单持有人未能在公司根据上述第 38.2 条索取后的十四(14)天内向公司交付,公司可以自主决定在公司选择的任何日报或其它期刊且无需告知仓单持有人,单方声明该仓单已根据本通用条件被作废且作废仓单应归于无效(由最后所知的仓单持有人承担费用),且公司在该等无效仓单下的所有义务均应终止。

If the last known warrant holder fails to deliver the warrant to the Company as demanded by the Company in accordance with Article 38.2 above within 14 days of such demand, the Company may, at the expense of the last known warrant holder, make an announcement in any daily newspaper or other periodical publications selected by the Company at its discretion and without reference to the Warrant Holder to unilaterally declare that such warrant is invalidated in accordance with these Conditions and the invalidated warrant shall become null and void, and all of the Company's obligations under such nullified warrant shall cease.

- 38.4 根据第 38.1 条规定的任何原因被宣告无效的仓单的持有人可在向公司返还破损的仓单后,向公司申请签发新仓单,并支付所有涉及的费用。收到该申请后,公司可以(但无义务)签发新仓单。签发新仓单时,仓单持有人同意,公司可依赖仓单持有人提供的新仓单项下货物的描述、规格和/或内容,且该等描述、规格和/或内容应被视为新仓单项下货物的实际数量和/或质量的决定性证据。

The Warrant Holder whose warrant has been rendered invalid by any of the reasons set out in Article 38.1 may, on surrendering the same, apply to the Company for a new warrant to be issued by the Company upon payment of the charges involved. Upon receiving such application, the Company may (but is not obliged to) issue a new warrant. In issuing the new warrant, the Warrant Holder agrees that the Company shall rely on the description, specification and/or particulars of the goods to be covered under the new warrant furnished by the Warrant Holder and such description, specification and/or particulars shall be deemed to be conclusive evidence of the physical quantity and/or quality of such goods covered under the new warrant.

39 遗失/销毁

Loss/Destruction

- 39.1 如果仓单遗失、被毁损或销毁,对该仓单有权利的人可向公司提出注销仓单或签发新仓单的申请。申请书应完整写明遗失、毁损或销毁的原因(如适用,包括随附一份关于遗失的警方报告)、以及申请人证明对货物拥有所有权的证明。公司可要求申请人支付预付款作为对该等申请的担保。

If a warrant is lost, damaged or destroyed, the person entitled to it may make an application to the Company for either a nullification of the warrant or issue of a new copy of the warrant. The application must set out in full the cause of the loss (including where applicable, enclosing a copy of the police report in relation to such loss) or damage/destruction, and the grounds on which the applicant proves his title over the goods. The Company may demand an advance of money as security in connection with the application.

- 39.2 如果公司经询问后无理由怀疑申请的真实性,在申请人自负费用的情况下,公司可在其选择的任何日报或期刊或网站(包括但不限于公司网站)上刊登公告,使那些认为其对上述仓单下货物拥有所有权的人士在公开刊登后十四(14)日内申请法院令状,以反对注销上述仓单或签发新仓单的申请。

If enquiries made by the Company give no reason to doubt the truth of the grounds of the application, the Company may, at the expense of the applicant, make an announcement in any daily newspaper or other periodical publication or website (including without limitation, the Company's website) selected by the Company to invite persons who believe they have title to the goods mentioned in the said warrant to oppose, within 14 days of the publication of the announcement and by means of a writ, the application to nullify the warrant, or issue a new warrant, for the said goods.

- 39.3 如公司在上述公告后十四(14)日内未收到任何反对,其可在向申请人交付仓单下货物或签发新仓单前,立即同意注销仓单的申请。

If the Company does not receive any opposition within 14 days after the announcement, it may forthwith approve the application to nullify the warrant before delivering the goods covered under the warrant, or issuing a new warrant for the goods, to the applicant:

- (a) 任何仓单的注销应在第 39.2 条所述的日报或期刊或网站上公告。仓单一经注销即无效,公司在注销仓单项下的所有义务应立即终止。

The nullification of any warrant shall be published immediately in the newspaper or periodical publication or website referred to in Article 39.2. Upon such nullification, the warrant shall become null and void, and all of the Company's obligations under such nullified warrant shall cease.

- (b) 签发新仓单时,公司可仅依据其自身记录作为关于仓单下货物描述和数量有效的证据,且该等记录(除非明显错误)应被视为最后和决定性的证据。

In issuing a new warrant, the Company shall only look to its records as valid evidence in relation the description and quantity of the goods covered under the warrant and such information shall, save for manifest error, be deemed to be definitive and conclusive.

39.4 如果公司在公告后十四(14)日内收到任何反对意见,公司可不同意第 39.1 条项下的申请,直至有最后和终局性的法院决定和裁决表明申请人为货物的所有权人。

If the Company receives any opposition within 14 days after the announcement, the Company shall not approve the application received under Article 39.1 until it shall have been established by a final and conclusive decision or decree that the applicant is the person entitled to the goods.

39.5 注销仓单/新签发仓单的受益人或该等仓单项下货物的受益人应赔偿、并使公司免受因注销仓单或签发新仓单而产生或遭致的任何索赔、支出、费用和损失。公司可进一步要求在此方面提供担保。

The person who is the beneficiary of the nullified/new warrant or the goods covered under the nullified/new warrant shall indemnify and hold harmless the Company from any claim, cost, expense and loss suffered or incurred by the Company on account of such delivery. The Company may further require security to be given in this respect.

39.6 就公司提起的或针对公司而提起的任何与根据本条注销仓单或签发新仓单相关的法律程序或预期的法律程序,公司因此发生的所有支出和费用应由申请人承担。

All costs and expenses howsoever incurred by the Company in any legal proceedings or intended legal proceedings effected by or against the Company in connection with the nullification of any warrant, or issue of a new warrant, in accordance with this Article shall be borne by the applicant.

40 货物的仓储/转移

Storage/Transfer of Goods

40.1 公司有权决定仓单下货物的仓储地点以及决定货物是否应被转移到另一仓储地点。如果出于维护货物的利益、或由于公司不可控制的情形对货物进行转移,因该等转移而发生的支出和运输风险由客户承担。如果货物转移至另一仓储地点,公司应通知仓单持有人,但未给予该通知并不赋予仓单持有人对公司主张索赔的任何权利。

The Company shall be entitled to decide the place of storage for the goods covered under the warrant, or whether the goods should be transferred to another storage place. In the event that the transfer has been effected in the interest of the goods or through **circumstances beyond the Company's control, the cost of such transfer and the risk of transport shall be borne by the Customer.** If the goods are transferred to another storage place, the Company shall notify the warrant holder but failure to notify shall not give the warrant holder any right of claim against the Company.

41 接近货物

Access to Goods

41.1 仓单持有人和/或经其授权的任何人可根据本条件获得有关仓单下货物存储地点的信息以及进入该等存储地点,但应遵守以下规定:

The warrant holder and/or any persons authorised by him may be given information and access to the place of storage of the goods covered under the warrant in accordance with these Conditions. Such access shall be subject to the following:

(a) 遵守公司或其代理人/分包商或任何相关政府部门的有关安全等方面的规定和要求,并办理相关手续;

compliance with security, conditions and other formalities prescribed by the Company, or its agents/subcontractors or any relevant authorities;

(b) 仅能在通常的工作时间内且需在公司的雇员或代理的陪同下进入存储地点;以及

access is provided only during the Company's ordinary working hours and in the presence of an authorised representative of the Company; and

(c) 由于仓单持有人进入存储地点、接近货物而导致公司直接或间接发生或遭受的任何支出和/或损害,应由仓单持有人全部承担。

any cost incurred, and/or any damage caused, directly or indirectly, by the Company as a result of the warrant holder's access to the goods shall be borne by the warrant holder.

42 工作的执行

Execution of Work

42.1 公司可以就其执行和提供的有关仓单下货物的任何服务向仓单持有人收取费用。工作应仅在出示仓单后才开始。

The Company shall charge the warrant holder for any services to be carried out in respect of the goods covered under the warrant. Work shall only commence after the warrant has been lodged.

42.2 对于公司不愿意执行的工作,仓单持有人或仓单持有人的代理人可在获得公司的批准以及出示仓单后执行该等工作,但前提是已支付相关费用、根据公司制定的条件并在公司的监督下执行该等工作,且公司不承担任何责任。

Work which the Company does not wish to undertake may, after the Company's approval has been obtained and after the warrant has been lodged with it, be executed by or on behalf of the warrant holder, subject to the conditions to be laid down by the Company, under the supervision of the Company and against payment of the cost involved, but without any liability for the Company.

42.3 公司应尽其努力记录由于货物部分交付、取样和处理而导致仓单下货物数量的任何变动、减少、变更。如果仓单上无空间供其记录,仓单应被替换,由仓单持有人承担相关费用。

The Company shall use reasonable endeavour to record any alteration, decrease or change in the number of items of the goods covered under the warrant caused by part delivery, sampling and handling of the goods. If there is no space left on the warrant for such recording, the warrant shall be replaced at the warrant holder's expense.

43 特殊措施

Special Measures

43.1 除双方另有约定,除针对货物通常采取的措施外,公司无义务就仓单下货物或其包装采取任何措施。根据本条公司采取的任何特殊措施所涉及的风险应由仓单持有人承担。

Unless otherwise agreed between the parties, the Company is not obliged to take any measures in respect of the goods covered under the warrant or their packing save for such measures which are considered to be customary for the goods. All risks in any special measures taken by the Company pursuant to this Article shall be borne by the warrant holder.

43.2 如果公司认为不采取特殊措施将会对仓单下货物或其他货物、仓储场所或设备造成损失和/或损害、或造成人身伤害,则公司有权自行决定立即采取针对仓单下货物的任何特殊措施(包括销毁)。公司根据本条所采取的特殊措施所涉及或有关的所有风险应由仓单持有人承担。

However, the Company shall be entitled at its sole discretion to take immediate special measures action (including destruction) in respect of the goods covered under the warrant if the Company is of the opinion that failure to take any such measures may lead to loss and/or damage to the goods or other goods, storage place or equipment, or cause harm or injury to persons. All risks in any special measures taken by the Company pursuant to this Article shall be borne by the warrant holder.

43.3 公司可根据本条规定向最后所知的仓单持有人通知其采取的特殊措施,但未给予该通知并不赋予仓单持有人对公司提起索赔的任何权利。

The Company shall notify the last known warrant holder of any special measures taken pursuant to this Article but failure to give notification shall not give the latter any right of claim against the Company.

44 移出

Removal

44.1 如果(a)在仓单到期日及之后或(b)公司与客户间的任何合同根据第 56 条被终止,公司不再愿意保管仓单下货物,公司可通知最后所知的仓单持有人移出货物。仓单持有人应向公司出示适当背书的原始仓单,若未出示仓单,公司有权拒绝货物的移出。如果最后所知的仓单持有人未在通知后的十四(14)天内给予回应,公司有权自行选择处置该仓单项下的货物(包括以公司自行决定的价格出售该货物),且客户接受其不得基于法律规定或以其他理由就该等处置向公司主张任何索赔。

If the Company no longer wishes to keep the goods covered under the warrant (a) on or after the expiry of the warrant or (b) in the event any contract between the Company and the Customer is terminated in accordance with Article 56, the Company shall summon the last known warrant holder to remove the goods. The warrant holder is required to present to the Company the duly endorsed original warrant, failing which the Company is entitled to deny the removal of the goods. If the last known warrant holder fails to respond to the summons within 14 days, the Company shall be entitled to dispose of the goods covered under such warrant (including the sale of such goods at such price to be determined absolutely by the Company) at its absolute discretion and the Customer accepts that it shall not have any claims against the Company for any such disposal on the basis of law or otherwise.

44.2 在进行上述第 44.1 条规定的处置之前,公司可在任何日报上刊登一(1)次公告。在该等公告中,公司应表明其处置货物的意图,并单方声明任何涵盖该等将被出售货物的仓单应归于无效,且公司在该等无效仓单下的所有义务将于公告之日后的第十四(14)天终止。如果仓单持有人在公告后的十四(14)天内仍未给予回应,或若给予回应但双方就货物的移出未达成协议的,公司有权通过与其他任何方达成协议或以其他方式处置货物。

Before proceeding with such disposal provided in Article 44.1, the Company shall make an announcement in any daily newspaper. In such announcement, the Company shall state its intention to dispose of the goods and unilaterally declare that any warrant covering such goods intended to be sold shall become null and void, and all of the Company's obligations under such nullified warrant shall cease on the 14th day from the date of the announcement. If the warrant holder fails to respond within 14 days from the date of the announcement or if he has come forward and no agreement has been reached as to removal of the goods, the Company shall be at liberty to dispose of the goods, whether by private contract or otherwise.

44.3 即使任何仓单终止,该等过期仓单的持有人应继续有义务向公司支付关于货物的所有到期应付款项,以及公司刊登相关公告和进行变卖而产生的所有费用,且公司有权从货物变卖后的收益中扣除前述所有款项。如果在扣除后仍有余额,可根据第 37.4 条和第 37.5 条的规定处理。

Notwithstanding the expiry of any warrant, the holder of such expired warrant shall continue to be liable to the Company for all charges

due and owing to the Company in respect of the goods, and all costs incurred by the Company in making the relevant announcements and conducting the sale, all of which shall be recoverable from the proceeds of the sale. If after such deductions there is a balance, such balance shall be treated in accordance with Articles 37.4 and 37.5.

45 要求支付/抵扣

Demand/Set off

45.1 不减损本条件任何其他条款(包括第 10 条)的情况下,在交付仓单下货物前,公司有权要求偿付或抵扣(全部或部分)以下费用:

Without prejudice to any other provisions in these Conditions (including Article 10), the Company shall be entitled to demand or set off (in full or in part) the following charges prior to delivery of the goods covered under the warrant:

- (a) 仓单上显示的已经过月数的仓储费、以及未在仓单上记录但应在货物交付前付清的仓储费。该等仓储费用应以月付费用为基础计算并同时考虑任何增加的租金费用,如有的话(不足一月按一个整月计算);

storage charges for so many months as the warrant shows to have elapsed and which has not been recorded therein as already having been paid prior to delivery, to be calculated on the basis of the monthly charges stated to be payable in the warrant together with increases of rent, if any, (parts of months shall count as full months);

- (b) 仓单上显示的已经过月数的保险费、以及未在仓单上记录但在货物交付前应付清的保险费;

insurance premium for so many months as the warrant shows to have elapsed and which has not been recorded therein as already having been paid prior to delivery;

- (c) 按届时有效的费率计算的有关交付仓单下货物而产生的费用以及公司为货物交付办理海关手续或相关政府部门规定的其他手续而发生的支出;

costs incurred in the delivery of the goods covered under the warrant to be calculated at the then existing rate and all disbursements incurred by the Company in respect of customs or any other formalities prescribed by the relevant authorities for the delivery of such goods;

- (d) 公司在签发日后为保护仓单下货物、或减少该货物对同一仓库内的设备、人员或其他货物造成的危险而发生的所有费用和支出、以及由于公司因不可控制的情形而对该货物采取任何措施所发生的支出;

all costs and expenses incurred by the Company after the date of issue in order to preserve the said goods covered under the warrant or to eliminate any dangers caused by such goods to any equipment, persons or any other goods stored in the same warehouse; and in respect of the costs of any measures taken in respect of such goods which are necessitated by circumstances beyond the Company's control;

- (e) 因仓单下货物产生的或与之有关的所有处罚、索赔、损害、支出或费用,以及根据仓单应向公司支付的其他任何费用。

all penalties, claims, damages, costs and expenses whatsoever arising in connection with the goods covered under the warrant and any other amounts due to the Company as evidenced by the warrant.

46 保险

Insurance

46.1 仓单持有人有义务购买足额的保险,包括但不限于货物保险和因货物造成损害的保险。除仓单就投保货物另有规定并受限于第 46.2 条的规定之外,公司无义务为仓单下货物投保。

The warrant holder is obliged to take out adequate insurance, including but not limited to cargo insurance and insurance covering damage that can be caused by the goods. Unless otherwise stated in the warrant that the goods are insured and subject to Article 46.2, the Company shall not be obliged to insure the goods covered under the warrant.

46.2 如果公司已和仓单持有人约定由公司购买或安排保险,则

If the Company has agreed with the warrant holder that it shall arrange for insurance:

- (a) 所有生效的保险应受限于保险公司或承销商签发的保单所规定的通常除外责任和条件;

all insurance effected shall be subject to the usual exceptions and conditions of the policies of the insurance company or underwriters;

- (b) 公司对保险公司的选择和其支付能力不负责;

the Company shall not be responsible as regards the choice of the insurer and its ability to pay;

- (c) 保险价值应为仓单上所述的价值、或公司对仓单下货物现有价值的估值;

the insured value shall be the value as mentioned in the warrant or the Company's estimate of the current value of the goods covered under the warrant;

(d) 仓单持有人应清楚陈述并说明承保的保险。仓单持有人仅对价值的陈述是不充分的;和

the risks to be covered shall be clearly stated by the warrant holder. A mere statement by the warrant holder is not enough; and

(e) 仓单持有人应承担以足月计算的所有保险费,不足一个月的按一整月计付,除非公司另行书面同意。

the warrant holder shall be liable for all insurance premiums calculated on the basis of one full calendar month such that part of a month shall count as one full calendar month unless otherwise agreed in writing by the Company.

46.3 若仓单持有人给予公司购买保险的指示,仓单持有人应被视为已授权公司作为其代理人与保险公司达成协议或安排,包括协商约定保险的条件以及解决任何损害赔偿事宜。在本条中,作为仓单持有人的代理人,公司有权收取保险赔偿额,但仅有义务在扣除欠付公司的所有到期款项后向仓单持有人支付收到的赔偿额。

By giving instructions for effecting the insurance, the warrant holder shall be deemed to have appointed the Company as its agent to make all arrangements with the insurer, including those regarding the conditions of insurance and settlement of claims in respect of any damage. When acting as an agent of the warrant holder by virtue of this Article, the Company shall be entitled to collect the amount of any claims but shall only be obliged to pay the compensation received by it to the warrant holder after deducting all monies due and owing to the Company.

46.4 公司对保险公司未全额或部分支付保险赔偿金所造成的任何损失不承担任何责任,如果公司对于某项损害无需承担任何责任,则公司对就该损害存有争议的保险索赔亦不负责,无论公司是通过何种方式购买保险的。

The Company shall not be liable for any loss arising from the failure by the insurer to pay in full or in part or because a claim in respect of damage is being disputed as a result of circumstances for which the Company cannot be held liable irrespective of the manner in which the Company was concerned in effecting the insurance.

46.5 如果仓单下货物和在公司保管下的货物由于火灾或任何其他原因毁损(无论是否是通过公司的中介机构购买的保险):

If the goods covered under the warrant and which are in the Company's custody are destroyed by fire or any other causes (regardless of whether the insurance was effected through the intermediary of the Company):

(a) 公司应努力通知仓单最后持有人该等毁损,但该等人士无权因公司未予通知而向公司索赔。

the Company shall use reasonable endeavours to notify the last known warrant holder of such destruction but such person shall have no rights to claim against the Company for failure to give such notification;

(b) 毁损日应被视为交付日,应向公司支付的所有费用(包括仓单上显示已经过月数的保险费、以及未在仓单上记录但应支付的保险费,不足一月按一整月计算)应在该交付日到期(包括该日)并应付;以及

the date of destruction shall count as the date of delivery and all charges (including any insurance premium due for so many months as have elapsed and have not been recorded in the warrant as already paid, parts of months to count as full months) payable by the Customer to the Company shall be due up to and including such date; and

(c) 如果公司对毁损评估的协助是需要或必要的,公司可提供该等协助并按其确定的费率收取费用,但前提是应向公司支付的所有到期且应付的款项已全额支付。

if the Company's assistance for assessment of the damage is desirable or necessary, the Company may render such assistance in return for payment by the Customer at a rate fixed by the Company and provided that all other monies due and owing to the Company have been paid in full.

46.6 如果公司使用起重机和/或其他类似设备提供服务,公司有权就其使用该等设备的风险投保,保险费由仓单持有人承担。

If the Company uses derricks and any other such equipment for carrying out any services, it shall be entitled to arrange for insurance at the warrant holder's expense to cover the risks arising from such use.

47 保险价值的变更

Alteration of Insured Value

47.1 仅在为背书出示仓单时,可变更保险价值和终止保险。在所有其他情况下,保险在交付仓单下货物时即终止。

Alteration of the insured value and termination of the insurance shall be possible only if the warrant is lodged for endorsement thereof. In all other cases the insurance shall terminate upon delivery of goods covered under the warrant.

47.2 如果仓单中列明的保险价值是以仓储货物的数量为单位计算的,则当仓储货物部分交付时,保险价值应按已交付数量相应减少。仓储货物部分交付后,如果仓单未显示保险价值是按数量单位计算的,且从仓单上不能得出成比例的降低,则待交付的仓储货物的保险价值应在仓单中单独记录。在无该陈述的情况下,公司有权自行依据货物数量、重量、尺寸和/或包装的内容减少而同比例的降低保险价值。

Upon the delivery of part of the goods, the insured value shall be reduced by the corresponding number of units if the insured value per unit is stated in the warrant. Upon delivery of part of the goods if the warrant does not show the insured value per unit and a proportionate decrease is not apparent from the warrant, the insured value of the goods to be delivered shall be stated separately and recorded in the warrant. In the absence of such a statement, the Company shall be entitled to reduce the insured value at its option in

the same proportion as the goods have decreased in number, weight, size and/or contents of packages. 第五章:航运经纪工作条件

CHAPTER V – SHIPBROKING WORK CONDITIONS

47A 一般条款

General Provisions

47A.1 为使公司能够进行航运经纪服务,客户应:

To enable the Company to carry out the shipbroking service, the Customer shall:

(a) 任命公司作为其代理人,代表其进行所有的航运经纪服务;和

appoint the Company as its agent to act for and on its behalf to carry out all the shipbroking services; and

(b) 在将公司作为客户代理商的任命中,授予公司所有必要的权力、职权和许可,以使公司可以履行航运经纪服务,包括但不限于代表客户并以客户利益与第三方订立合同的权力。

in such appointment of the Company as the Customer's agent, confer on the Company all necessary power, authority, and license in order that the Company may perform the shipbroking services, including but not limited to, the power to enter into contracts with third parties on the Customer's behalf and for the Customer's benefit.

47A.2 若租船人与船主之间的任何租船运货合同约定,租船人指定的航运经纪人作为船舶的代理人行事,且公司正是该航运经纪人,租船人与船主应根据本条件设定的条款以公司为相对方承担共同与连带责任。

If in the case of any contract of affreightment between charterer and shipowner, it is agreed that the shipbroker appointed by the charterer is to act as the ship's agent, and where the Company is the said shipbroker, the charterer and shipowner shall be jointly and severally liable as principals vis-à-vis the Company according to the terms envisaged by these Conditions.

47A.3 公司有权为客户的利益将航运经纪工作部分转包给第三方。公司还应在履行义务过程中利用第三方的货物/设备,条件是这符合相关第三方的行业惯例或第三方为其业务自行制定的惯例。公司还有权,尽管并无义务,以客户为相对方依赖这些条件的规定,包括其中可能的仲裁、管辖和/或法律适用条款。

The Company shall be at liberty to contract out aspects of its shipbroking work to third parties for the benefit of the Customer. The Company shall also make use in the execution of its obligations of goods / equipment of third parties, on the conditions that are customary in the branch of trade of these third parties concerned or that the third parties themselves have laid down for their business. The Company shall then also be entitled though not obliged to, vis-à-vis, the Customer, rely on those conditions, inclusive of conceivable arbitration, jurisdiction and/or choice of law clauses therein.

47A.4 客户应务必确保已获得履行航运经纪服务所必需的所有许可,并持续遵守与客户义务相关的所有规定。

The Customer shall see to it that all permits necessary in the performance of the shipbroker services are obtained and kept as well as that all the regulations falling under the obligations of the Customer are complied with.

47A.5 在一切情况下,若公司收到用于航运或运输的货物,应视为公司作为客户/托运人/发货人的代理人,保管该批货物并提供相关服务,直至货物被船只/承运人接收或代表其接收之时。本条不适用于接收货物之时公司已明确表示其系代表承运人行事的情形。在所述情形下,货物的风险和费用全部由客户/托运人/发货人承担,且所有成本,例如泊位费、船舶滞期费、车辆滞期费、船舶与车辆卸货费、监管、称重、夜间工作或加班费应由客户/托运人/发货人承担。

In all instances where the Company receives cargo for shipment or transport, it shall be deemed to have this cargo in its charge and render its services concerning these goods as authorised agent of the Customer / shipper / sender until such time as when it has been taken over by or on behalf of the ship / the carrier. This does not apply if, at taking over of the goods, the Company has explicitly stated that it is acting on behalf of the carrier. In the aforesaid instances, the cargo remains entirely at the risk and expenses of the Customer / shipper / sender and all costs such as berth dues, demurrage charges in respect of barges, demurrage on wagons, discharging of barges and wagons, superintendence, weighing, expenses for work at night or overtime shall be at the expense of the Customer / shipper / sender.

47A.6 公司不对其从第三方收到并告知客户的信息之准确性或正确性做出陈述或保证。该等信息包括但不限于有关港口设施、货物发送、第三方提出的相关服务的成本与费用、货物装卸工作的状态与进展、船只或货物的抵达和出发状态的信息。

The Company does not represent or warrant the accuracy or correctness of the information it receives from third parties and which is communicated to the Customer. Such aforesaid information includes but is not limited to, information concerning port facilities, dispatch of cargo, cost and expenses for related services quoted by third parties, the status and progress of loading and unloading of cargo, the status of arrival and departure of vessels or cargo.

47A.7 就公司履行航运经纪服务而与第三方订立的全部合同,客户同意就公司在该等合同项下的全部义务亲自向该等第三方负责,包括但不限于全部受载期义务。

In all contracts that the Company enters into with third parties in pursuance of the shipbroking services, the Customer agrees to be personally liable to such third parties for all of the Company's obligations thereunder, including but not limited to all laycan obligations.

47A.8 在依据货到付款条款运输的货物交付时,公司不负责代表任何人适当收取或持有款项。

The Company is never responsible for the proper collection or holding of monies for anyone's behalf due on delivery of goods shipped on cash-on-delivery terms.

47A.9 公司有权从事下列行为:

The Company shall be entitled to do all of the following:

(a) 若公司代表客户持有并保管任何货物或物品:

where the Company holds any cargo or things in its custody on behalf of the Customer:

(i) 无需给出任何理由而不向任何第三方交付该等货物或物品;

withhold delivery of such cargo or things to any third parties without giving any reasons whatsoever;

(ii) 经给予客户书面通知而终止保管该等货物或物品,和

cease to hold in custody such cargo or things by giving the Customer written notice of its intention to do so; and

(b) 若客户不按照公司根据第 47A.9(a)(ii)条发出的通知接收该等货物或物品,无论是基于何种原因,截至公司规定的最后期限:

in the event the Customer does not take delivery of such cargo or things pursuant to any Company's notice given in accordance with Article 47A.9(a)(ii), for whatsoever reasons, by the deadline stipulated by the Company:

(i) 客户应全部、永久且不可撤销地放弃其在该等货物或物品上的现有或将有的任何及全部权利,

the Customer fully, forever, and irrevocably waive any and all rights that it has, whether now or in the future, in such cargo or things;

(ii) 客户全部、永久且不可撤销地使公司豁免于客户可能针对公司提出的关于该等货物或物品的现有或将有的全部索赔;

the Customer fully, forever, and irrevocably releases and discharges the Company from all claims that it may have against the Company, whether now or in the future, in respect of such cargo or things; and

(iii) 客户授权公司自行选择处置该等货物或物品,和

the Customer authorizes the Company to dispose of such cargo or things at the Company's sole discretion; and

(iv) 若公司采取根据第 47A.9(b)(iii)条出售的方式处置该等货物或物品,客户在此授权公司从销售该等货物或物品所得中抵销客户任何时候应支付给公司的全部款项。

where the Company disposes of such cargo or things by way of a sale of such cargo or things pursuant to Article 47A.9(b)(iii), the Customer hereby authorizes the Company to set off from the proceeds of the sale of such cargo or things against all monies at any time due and owing from the Customer to the Company.

(c) 若客户指示公司将该等货物或物品交付给任何第三方,而该等第三方并无未持有将货物或物品授权该等第三方的提单,公司可在获得或从第三方处取得适当担保后向其交付货物或物品。公司根据本第 47A.9 (c)取得的任何担保的适当性应由公司自行决定。

where the Customer instructs the Company to deliver such cargo or things to any third party and where such third party does not possess the bills of lading entitling such third parties to such cargo or things, the Company may proceed to deliver up the cargo or things to such third party by taking into possession or acquiring appropriate security from the third party. The appropriateness of any security taken by the Company in this Article 47A.9 (c) shall be at the discretion of the Company.

47A.10 在任何情形下,公司无义务从事任何下列行为:

The Company shall not, under any circumstances, be obliged to do any of the following:

(a) 为客户之利益以其自己名义向任何第三方提供任何担保,除非公司与客户间另有约定,

provide any security in its own name to any third party for the benefit of the Customer, unless agreed otherwise between the Company and the Customer;

(b) 为客户之利益以其自己名义购买任何保险,除非公司与客户间另有约定。

take out any insurance in its own name for the benefit of the Customer, unless agreed otherwise between the Company and the Customer.

47A.11 公司经客户授权,但无义务,以公司自己名义向任何第三方就其到期应付给客户的款项追索未支付的金额或启动法律程序。

第 1.1 版 Version 1.1

最新更新:2015 年 2 月 1 日 Last updated: 1 February 2015

The Company is authorised by the Customer, but is not obliged to, demand payment in the Company's own name of amounts outstanding and to institute proceedings against any third parties for sums due and owing to the Customer.

47A.12 若公司使用客户名义或通过使用缩写或其他或提供船只名称,使客户在航运或运输行业利益相关方中可被充分识别,公司自身对其代表客户发送或提供给第三方的指令或指示的付款不负责。只要公司还未从客户处收到相关款项,有关客户做出的该等指令或指示的任何付款,应被视为始终可索回的预付款。

Where the Company names the Customer or adequately identifies the Customer amongst parties interested in the shipping and transportation industry by the use of abbreviations or otherwise or by giving the name of the ship, the Company shall not on its own account be liable for the payment of orders or instructions which it has placed or given on behalf of the Customer to third parties. Any payment in respect of such order or instruction made by Company shall be considered an advance which at all times can be claimed back as long as the Company has not itself received the amount concerned from the Customer.

47A.13 客户应就公司代表客户提供服务而由船长以公司为相对方所约定的任何义务,或就无论是来自船长、客户或他们下级、或由其作出的任何及全部指令,向公司承担责任。即使船长或代表客户发出指令的人已超越其职权,本条依然适用,除非客户证明公司已经知晓或可合理推知该等越权情况。

The Customer shall be liable to the Company in respect of all obligations entered into vis-à-vis the Company by the Master of the Ship to which the Company renders its services on behalf of the Customer, and in respect of any and all instructions whether emanating from the Master or from the Customer or from their subordinates, or written on their stationery. This is notwithstanding instances where the Master, or the person by whom such instruction has been given on behalf of the Customer, has exceeded his authority, unless the Customer proves that the Company had knowledge of such lack of authority, or that this could reasonably have been established by the Company.

47A.14 尽管有第 13 条之一般规定,若公司自身因其代表客户以第三方作为相对方而进行的任何行为或疏忽而需向第三方(包括主管机关和/或主管机关的部门或机构)承担责任(包括可能对公司处以的全部罚金),尤其是(但不限于)在公司作为许可的海关代理人行事时,在所有该等情形下客户应当使公司免受损害,除非公司存在故意不当行为或玩忽职守行为。

Notwithstanding the generality of Article 13, the Customer shall hold the Company harmless in all cases where the Company is itself liable to third parties (including the authorities and/or departments or services of the authorities) in respect of its actions or omissions carried out on behalf of the Customer vis-à-vis such third parties which shall include all fines as may be imposed upon the Company, and in particular but not exclusively, where the Company has acted as licensed customs agent, except for instances where there has been wilful misconduct or negligence tantamount thereto on the part of the Company.

47A.15 公司不对停泊地的可用性和履行航运经纪服务的时间做任何陈述或保证。

The Company makes no representation or warranty as to the availability of berths and the time of performance of the shipbroking services.

47A.16 在履行航运经纪服务时公司有权信赖其根据第 47A.6 条收到的信息。公司无义务保证该等信息的正确性。

The Company is entitled to rely on the information it receives as set out in Article 47A.6 in the performance of the shipbroking services. The Company is not obliged to ensure the correctness of such information.

第六章:装卸工作条件

CHAPTER VI - STEVEDORING WORK CONDITIONS

47B 一般条款

General Provisions

47B.1 进行装卸工作时,公司有权:

In carrying out its stevedoring work, the Company is entitled to:

- (a) 采用第三方人员及设备进行全部或部分装卸工作,且可根据公司的自行选择,免费使用应由客户提供的装卸设备和/或驱动电源,

have its stevedoring work carried out in whole or in part by staff and equipment of third parties as well as, at the discretion of the Company, with the help of the loading and unloading equipment and/or drive power of the means of transport to be made available by the Customer free of charge;

- (b) 依赖相关港口的惯例、规则 and 规定(如适用)。公司就其根据该等港口的惯例、规则 and 规定(如适用)而进行的活动不对客户负责。

rely on the custom, rules and regulations of the relevant port or ports (where applicable). The Company shall not be liable to the Customer for anything done by the Company in accordance with the custom, rules and regulations of such port or ports (where applicable).

47B.2 客户应做一切必要的工作以允许公司根据本章以安全和负责的方式且不延迟地进行服务,包括但不限于,货物和/或托运物的装卸。

The Customer shall do all things necessary to allow the Company to carry out the services under this Chapter in a safe and responsible manner and without delay, including but not limited to, the loading and unloading of the goods and/or consignment.

47B.3 客户应确保已获得需要的所有许可,并持续遵守与客户义务相关的所有规定。若客户不确定是否取得某项特别许可或遵守某项相关的特别法规是否归属于客户义务的范畴,其应在合理期限内向公司寻求说明。

The Customer shall see to it that all necessary permits are obtained and kept as well as that all the regulations falling under the obligations of the Customer are complied with. In the event that the Customer is uncertain as to whether the obtaining of a particular permit or compliance with a particular regulation falls on it, it is to seek clarification from the Company within a reasonable period of time.

47B.4 公司不对停泊地的可用性和履行本章项下服务的时间做出任何陈述或保证。

The Company makes no representation or warranty as to the availability of berths and the time of execution of the services under this Chapter.

47B.5 客户必须自行承担费用和 risk 准备运输工具以及需装卸的货物,以使公司能够安全且、负责且不延迟地进行工作。

The Customer must prepare the means of transport and the goods to be loaded or unloaded from it at its own expense and risk such that the Company is able to carry out the work safely, in a responsible manner and without delay.

47B.6 若装卸工作被拒绝、中止、中断或终止,客户必须保证运输工具和相应的物品应在公司首次要求后即被转移。若未能转移,公司有权采取适当措施,费用和 risk 由客户承担。

In case of refusal, suspension, interruption or termination of the stevedoring work, the Customer must ensure that the means of transport and corresponding items shall be removed at the first request thereto by the Company. If this is not done, the Company shall be entitled to take appropriate measures at the expense and risk of the Customer.

47B.7 装卸工作并不必然包括对货物的检验或保险,除非另有书面明文规定。在此情形下,检验和保险的费用应由客户承担。

The stevedoring work does not entail inspection or insurance of the goods unless this has been explicitly agreed in writing, in which case, the cost of inspection and insurance shall be borne by the Customer.

47B.8 客户保证所有装卸服务标的货物的包装防海水、状况良好、安全且适于客户选择的运输方式(包括但不限于存放货物的集装箱),并适当且充分地予以标签。客户进一步保证前述该等货物的标签符合所有适用的法律与法规。

The Customer warrants that all packaging of the goods forming the subject of the stevedoring services is sea-proof, in good order, secure and appropriate for the mode of transportation chosen by the Customer (including but not limited to containers in which the goods are stowed) and is appropriately and adequately labeled. The Customer further warrants that such aforesaid labeling of the goods comply with all applicable laws and regulations.

47B.9 客户应在装卸工作开始前至少十四(14)个工作日书面通知公司,告知货物可能的特殊性或危险性、规模和处理措施,并且向公司提供所有客户已知或应知的、公司所需要的以安全、负责且不延迟地进行装卸工作的基本指示和信息。与未满足此条件相关的任何额外工作,均应由客户承担费用。

The Customer shall notify the Company in writing, at least 14 business days in prior to the commencement of stevedoring work, of the possibly special or dangerous nature, scale and treatment of the goods as well as, in general, provide the Company with all instructions and information of which the Customer is aware of, or ought to be aware of, that the Company will need to carry out the stevedoring work safely, in a responsible manner, and without any delay. Any additional work in connection with the non-fulfilment of this shall be at the expense of the Customer.

47B.10 客户保证进入公司进行装卸工作地点的所有人员遵守该地点适用的所有安全规定和规则(无论是由法律或其他方式规定的)。公司始终保留从该地点驱逐不遵守该地点适用的该等安全规定和规则的所有人员的权利。

The Customer warrants that all persons entering onto the premises where the Company carries out the stevedoring work shall comply with all safety rules and regulations applicable to such premises (whether imposed by law or otherwise). The Company at all times reserves the right to remove from such premises all persons who do not comply with such safety rules and regulations applicable to such premises.

47B.11 客户应确保其与所有第三方订立的任何与本章项下公司提供的服务相关的全部合同(“第三方合同”)包含一项使公司有权依赖第三方合同中有利于客户的全部权利和利益的条款,包括但不限于排除或限制客户对第三方责任的条款,且该条款针对前述第三方应为可执行的(“喜马拉雅条款”)。

The Customer shall ensure that all contracts it enters into with all third parties in connection with the services to be provided by the Company under this Chapter (“Third Party Contracts”) shall contain a clause to the effect that the Company will be entitled to rely on all rights and benefits made in favour of the Customer in the Third Party Contracts, including but not limited to provisions excluding and/or limiting the Customer’s liability to the third party, and which are enforceable against such aforesaid third parties (“Himalaya Clause”).

47B.12 尽管有第 13 条之一般规定,若公司自身因其代表客户以第三方作为相对方而进行的任何行为或疏忽而需向第三方(包括主管机关和/或主管机关的部门或机构)承担责任(包括可能对公司处以的全部罚金),在所有该等情形下,客户应当使公司免受损害,除非公司者存在故意不当行为或玩忽职守行为。

Notwithstanding the generality of Article 13, the Customer shall hold the Company harmless in all cases where the Company is itself liable to third parties (including the authorities and/or departments or services of the authorities) in respect of its actions or omissions carried out on behalf of the Customer vis-à-vis such third parties which shall include all fines as may be imposed upon the Company, except for instances where there has been wilful misconduct or negligence tantamount thereto on the part of the Company.

47C 电子数据交换

Electronic data interchange

47C.1 如有书面约定,客户与公司间信息的交换可以通过信息系统间结构化和标准化信息的电子交换(也称“EDI”)进行。

The interchange of messages between the Customer and the Company may take place via electronic interchange of structured and standardized messages between information systems (also known as “EDI”) if agreed in writing.

47C.2 若公司与客户约定通过 EDI 进行数据交换,则数据交换应根据国际通用的信息标准和规范进行。

If data interchange via EDI has been agreed between the Company and the Customer, this must be effected in accordance with internationally applicable messaging standards and recommendations.

47D 危险货物

Dangerous Goods

47D.1 除预先以书面形式作出特别安排外,公司不接受或处理任何危险货物(如第 21.1 条之定义)。

Except under special arrangements previously made in writing, the Company shall not accept or deal with any Dangerous Goods (as defined in Article 21.1).

47D.2 如果公司事先同意根据本条件接收任何危险货物,客户应确保该危险货物附有一份危险货物性质和内容的详细说明,且客户应按照在相关管辖地内届时有效的可适用的法律和法规适当且安全地包装该危险货物,包括在危险货物的包装上以清晰和耐久的标志标明其内装货物为危险货物。

If the Company however agrees in advance to accept any Dangerous Goods under these Conditions, the Customer shall ensure that the Dangerous Goods are accompanied by a full declaration of their nature and contents, and properly and safely packed and labeled in accordance with applicable laws and regulations for the time being in force in the relevant jurisdiction(s) including ensuring that all such packages are clearly and indelibly marked to show the hazardous nature of their contents.

47D.3 尽管公司可能已根据双方之前同意的书面安排而接收危险货物,客户同意公司可自行决定,并以公司认为适合的任何方式销毁或以其他方式处理危险货物,由此产生的对其他货物、财产、生命或健康产生的风险和费用应由客户承担。

Notwithstanding that the Company may have accepted the Dangerous Goods under arrangement previously agreed between the parties in writing, the Customer agrees that the Dangerous Goods may be so destroyed or otherwise dealt with by the Company at its sole discretion and in any way deemed fit by the Company at the Customer's risk and expense on account of risk to other goods, property, life or health.

47D.4 除双方之前书面同意的特殊安排外,如果客户向公司交付任何危险货物、或导致公司处理该等危险货物,由该货物产生的、针对该货物的、与该货物相关的无论任何形式和性质的所有损失或损害应由客户承担,包括给公司负有赔偿义务的第三方造成的损失和损害、和/或因人身伤害造成的损害、和/或任何形式的经济损失。客户应赔偿公司因此产生或遭受的所有和任何处罚、索赔、损害、费用(包括基于赔偿的所有法律费用)或支出,无论任何性质,无论其如何产生的,以使公司免受任何损害。

If the Customer delivers any Dangerous Goods to the Company or cause the Company to handle or deal with such goods otherwise than under special arrangements previously agreed between the parties in writing, the Customer shall be liable for all loss or damage whatsoever caused by or to or in connection with such goods howsoever arising, including such loss or damage caused to third parties which the Company is obliged to compensate and/or damage caused by injury and/or any form of financial loss. The Customer shall further indemnify the Company against all penalties, claims, damages, costs (including all legal costs calculated on an indemnity basis) and expenses whatsoever and howsoever arising in connection therewith.

47D.5 若履行仓储服务过程中公司处理的货物根据内河航道、陆运、海运危险物质的相关法规被认为是危险的,处理货物将受相关管辖地所适用的法律和法规管辖。

In the event that the goods handled by the Company in the performance of the warehousing services are deemed to be dangerous pursuant to the relevant regulations for the carriage of dangerous substances on inland waterways, by road or by sea, such handling of the goods shall be governed in accordance with such laws and regulations applicable in the relevant jurisdiction(s).

47E 易腐烂货物

Perishable Goods

47E.1 除预先以书面形式作出特别安排外,公司不接受或处理任何易腐烂货物。

Except under special arrangements previously made in writing, the Company shall not accept or deal with any perishable goods.

47E.2 除双方事先书面同意的特别安排外,如果客户向公司交付任何易腐烂货物使公司处理或处置该等货物,公司有权自行选择且不经进一步通知客户,出售或处置全部该等易腐烂货物。公司就该等出售或处置而发生的所有成本和费用由客户承担。

If the Customer nonetheless delivers any perishable goods to the Company or cause the Company to handle or deal with such goods

otherwise than under special arrangements previously agreed between parties in writing, the Company shall be entitled, at its sole discretion and without any further notice to the Customer, to sell or dispose of all such perishable goods. All charges and expenses incurred by the Company in connection with such sale or disposal shall be borne by the Customer.

47E.3 公司可自行决定,向客户支付扣除所有逾期费用、收费和开支后该变卖或处理后所得的净收益(如有),该等支付相当于对货物的交付。

Payment or tender, at the Company's sole discretion, by the Company to the Customer of the net proceeds (if any) of such sale or disposal after deduction of all outstanding fees and charges and expenses shall be equivalent to delivery.

47F 贵重货物

Precious Goods

47F.1 除双方事先书面同意的特别安排外,公司不接受或处理黄金、货币、宝石、珠宝、贵重物品、古董、字画、动物或植物。

Except under special arrangements previously agreed between the parties in writing, the Company shall not accept or deal with gold, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants.

47F.2 除双方事先书面同意的特别安排外,如果客户向公司交付任何贵重货物、或导致公司处理贵重货物,公司对该等贵重货物的任何损失、损害或索赔不承担责任。

If any Customer nevertheless delivers such goods to the Company or cause the Company to handle or deal with such goods otherwise than under special arrangements previously agreed between the parties in writing, the Company shall be under no liability whatsoever for any loss, damage or claim however caused in connection with the goods.

47G 保险

Insurance

47G.1 客户有义务购买并维持足额的保险,包括但不限于货物保险、因货物造成损害的保险。除双方另有规定,并受限于第 47G.2 条的规定,公司无义务为交付其保管的货物安排或购买任何保险。经要求,客户应当允许公司获取保单用以核查并复制。

The Customer is obliged to take out and maintain adequate insurance, including but not limited to cargo insurance and insurance covering damage that can be caused by the goods. Unless otherwise agreed between the parties and subject to Article 47G.2, the Company shall not be obliged to arrange for any insurance in respect of the goods delivered into its custody. Upon request, the Customer shall give the Company access to the insurance policy concerned for inspection and to make copies of the same.

47G.2 如果公司已和客户约定由公司购买或安排保险,则:

If the Company has agreed with the Customer that it shall arrange for insurance:

(a) 所有生效的保险应受限于保险公司或承销商签发的保单所规定的通常除外责任和条件;

all insurance effected shall be subject to the usual exceptions and conditions of the policies of the insurance company or underwriters;

(b) 公司对保险公司的选择和其支付能力不负责;

the Company shall not be responsible as regards the choice of the insurer and its ability to pay;

(c) 客户应对需要承保的风险予以明确的说明和陈述。客户仅说明和陈述货物价值是不充分的;

the risks to be covered shall be clearly stated by the Customer or the Company's estimate of the current value of the goods. A mere statement by the Customer of the value is not enough;

(d) 公司无义务对每批货物投保单独的保险,但可申报任何不定额保单或通用保单;和

the Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy; and

(e) 客户应承担以足月计算的所有保险费,不足一个月的按一整月计付,除非公司另行书面同意。

the Customer shall be liable for all insurance premiums calculated on the basis of one full calendar month such that part of a month shall count as one full calendar month unless otherwise agreed in writing by the Company.

47G.3 若客户给予公司购买保险的指示,则客户应被视为已授权公司作为其代理人,与保险公司达成协议或安排,包括与保险公司协商约定保险条件以及解决任何损害赔偿索赔事宜。在本条中,作为客户的代理人,公司有权收取保险赔偿额,但仅有义务在扣除客户欠付公司的所有到期款项后向客户支付收到的赔偿额。

By giving instructions for effecting the insurance, the Customer shall be deemed to have appointed the Company as its agent to make all

arrangements with the insurer, including those regarding the conditions of insurance and settlement of claims in respect of any damage. When acting as an agent of the Customer by virtue of this Article, the Company shall be entitled to collect the amount of any claims but shall only be obliged to pay the compensation received by it to the Customer after deducting all monies due and owing to the Company.

47G.4 公司对保险公司未全额或部分支付保险赔偿金所造成的任何损失不承担任何责任。如果公司对于某项损害无需承担任何责任,则公司对就该损害存有争议的保险索赔亦不负责,无论公司是通过何种方式购买保险。

The Company shall not be liable for any loss arising from the failure by the insurer to pay in full or in part or because a claim in respect of damage is being disputed as a result of circumstances for which the Company cannot be held liable irrespective of the manner in which the Company was concerned in effecting the insurance.

47G.5 如果在公司保管下的货物由于火灾或任何其他原因毁损(无论是否是通过公司的中介机构购买的保险):

If the goods in the Company's custody are destroyed by fire or any other causes (regardless of whether the insurance was effected through the intermediary of the Company):

(a) 毁损日应被视为交付日,应向公司支付的所有费用应在该交付日(包括该日)成为到期应付款项;和

the date of destruction shall count as the date of delivery and all charges payable to the Company shall be due up to and including such date; and

(b) 如果公司对损毁评估的协助是需要或必要的,公司可提供该等协助并收取其确定的费用,但前提是应向公司支付的所有到期应付款项已全额支付。

if the Company's assistance for assessment of the damage is desirable or necessary, the Company may render such assistance in return for payment by the Customer at a rate fixed by the Company and provided that all other monies due and owing to the Company have been paid in full.

47G.6 如果公司使用起重机和/或其他类似设备提供服务,公司有权就其使用该等设备的风险投保,保险费由客户承担。

If the Company uses derricks and any other such equipment for carrying out any services, it shall be entitled to arrange for insurance at the Customer's expense to cover the risks arising from such use.

第七章:托管工作条件

CHAPTER VII - ESCROW WORK CONDITIONS

47H 一般条款

General Provisions

47H.1 应客户之要求,公司可能同意进行托管工作,客户和公司应在公司进行托管工作前就托管费达成一致。

Upon the request of the Customer, the Company may agree to carry out escrow work for a fee that shall be agreed between the Customer and the Company prior to the Company carrying out the escrow work.

47H.2 若公司和客户同意公司进行托管工作,公司有义务进行托管工作的前置条件是客户应将需由公司托管的文件(“文件”)转送至公司。

Where the Company and the Customer have agreed that the Company shall carry out the escrow work, it shall be a condition precedent the Customer shall forward to the Company the documents that are to be held in escrow by the Company (“Documents”) before the Company is obliged to carry out the escrow work.

47H.3 客户承认并接受,公司在履行托管工作中不对客户或任何其他他人负有托管代理人、利害关系人或其他人的法定义务,包括任何忠实义务或其他义务(无论是现在或将来)。

The Customer acknowledges and accepts that in performing the escrow work, the Company does not now or in the future owe the Customer or any other persons any duties at law in respect of an escrow agent or a stakeholder or otherwise, including any fiduciary duties or otherwise.

47H.4 公司持有以及发送文件的授权(“授权”)以客户规定且公司同意的特定事件(“事件”)之发生为条件。

The authorize the Company holds and to release the Documents (“Authority”) conditioned upon the occurrence of certain events that shall be specified by the Customer and agreed by the Company (“Events”).

47H.5 若直到客户规定的截止日(“截止日”)事件仍未发生,则从截止日起授权应立即被完全且最终撤回。根据本条被撤回后,该等授权应不再拥有任何效力。

In the event the Events do not occur by the deadline specified by the Customer (“Deadline”), the Authority shall be fully and finally revoked with immediate effect from the Deadline. Upon revocation in accordance with this Article, such Authority shall cease to have any further force or effect.

47H.6 客户向公司保证并承诺,在截止日前客户不得单方撤回授权。

The Customer warrants and undertakes to the Company that it shall not unilaterally revoke the Authority prior to the Deadline.

47H.7 若授权根据本条被撤回,公司无义务在截止日后继续持有文件超过三十(30)天。在此情形下,在截止日后的第三十一(31)天,公司应有权以其认为合适的任何方式处置文件,且客户无权就此主张任何追索权。在截止日后三十(30)天期限终止前,客户可以指令公司向其归还文件,费用和风险由客户承担。

In the event the Authority is revoked in accordance with this Article, the Company shall not be obliged to hold the Documents for more than 30 days after the Deadline. In such event, on the 31st day after the Deadline, the Company shall be entitled to dispose off the Documents in any manner it deems fit without any recourse against it by the Customer. Provided always that prior to the expiry of 30 days after the Deadline, the Customer may instruct the Company to return the Documents to it at the Customer's costs and risk.

47H.8 客户同意:

The Customer agrees that:

- (a) 不减损上述第 14 条和第 15 条的一般性规定,公司对客户要求其根据托管工作接收并持有的任何文件的真实性、有效性、内容和/或任何缺陷不负责。

without derogation to the generality of Articles 14 and 15 above, the Company shall not be liable for the authenticity, validity, contents and/or any defects in any of the documents the Company is requested by the Customer to receive and to hold in accordance with the escrow work.

- (b) 不减损上述第 13 条的一般性规定,对公司承担或发生的因其应客户之要求和指令进行托管工作而产生或与之相关的全部损失、损害、费用和索赔(包括基于赔偿的所有法律费用),无论其是何性质或如何产生,客户应给予公司充分赔偿。

without derogation to the generality of Article 13 above, the Customer shall fully indemnify the Company against all loss, damages, expenses and claims of whatsoever nature and howsoever arising suffered or incurred by the Company (including all legal costs calculated on an indemnity basis) in connection with or arising out of the Company carrying out the escrow work at the Customer's request and instructions.

47H.9 尽管有第 13 条的一般性规定,若公司自身因其代表客户以第三方作为相对方而进行的任何行为或疏忽而需向第三方(包括主管机关和/或主管机关的部门或机构)承担责任,包括可能对公司处以的全部罚金,在所有该等情形下,客户应当使公司免受损害,除非公司存在故意不当行为或玩忽职守行为。

Notwithstanding the generality of Article 13, the Customer shall hold the Company harmless in all cases where the Company is itself liable to third parties (including the authorities and/or departments or services of the authorities) in respect of its actions or omissions carried out on behalf of the Customer vis-à-vis such third parties which shall include all fines as may be imposed upon the Company, except for instances where there has been wilful misconduct or negligence tantamount thereto on the part of the Company.

第八章:结束条款

CHAPTER VIII - CONCLUDING

PROVISIONS 48 索赔终止

Extinction of Claims

48.1 除非公司在将货物移交给客户或有权提取货物的人士之日或之前收到有关任何包裹、包装、集装箱、托运货物(无论是否已包装)或其任何部分的损失、损害或不正确交付以及关于该等损失、损害或不正确的通常性质的书面通知,该等移交和交付应视为公司已完全按照客户的相关指示或与公司签订的合同履行了交付义务。如果损失、损害或不正确并不明显,相关通知必须在货物交付后的七(7)天内送达至公司。

Unless a written notice of loss, damage or inaccurate delivery in respect of any parcel, package, container, consignment (packed or otherwise) or any part thereof and the general nature of such loss, damage or inaccuracy is given to the Company on or before the removal of the goods into the custody of the Customer or the person entitled to delivery thereof, such removal shall be prima facie evidence of the delivery by the Company of the goods as described in the relevant instruction to, or under the contract with, the Company. If the loss, damage or inaccuracy is not apparent, the notice must be given within 7 days of the delivery.

48.2 受限于第 48.1 条的规定,如果客户在知道损失、损害、不正确交付、错误交付或对合同或合同条款的违约(无论是何性质或如何产生的) 后四(4)周内或货物离开公司的场所之日起三(3)个月内,以较早者为准,未通过法院传票形式向公司索赔,公司关于任何损失、损害或不正确交付、错误交付或对合同或任何条款的违约的所有责任均已解除。

Subject to Article 48.1, the Company shall be discharged from all liability in respect of loss, damage, inaccurate delivery, misdelivery or in respect of any other breach of contract or of any terms hereof whatsoever and howsoever incurred if a claim by way of a Writ of Summons is not instituted either within four weeks after the Customer has become aware of such loss, damage, inaccurate delivery, misdelivery or in respect of any other breach of contract or of any terms hereof whatsoever and howsoever incurred, or within 3 months from the date the goods departs from the premises of the Company, whichever term is earlier.

48.3 为第 48.2 条之目的:

For purposes of Article 48.2:

第 1.1 版 Version 1.1

最新更新:2015 年 2 月 1 日 Last updated: 1 February 2015

(a) 如货物损害或不准确交付的,上述三(3)个月期间应自交付日之次日起算;及

in the case of damage or inaccurate delivery, the said period of 3 months shall commence on the day immediately following the date of delivery; and

(b) 如货物发生全损的,上述三(3)个月期间自公司向客户或其最后所知的仓单持有人通知该等损失之日之次日起算。如果客户或最后所知的仓单持有人不再持有仓单,或者没有新的仓单持有人告知公司其持有仓单,上述三(3)个月期间应自公告损失七(7)日届满之日之次日起算,该损失公告应至少在一(1)家由公司指定的日报上刊登。

in the case of total loss of the goods, the said 3 months period shall commence on the day immediately following the date of notification of such loss by the Company to the Customer or the last known warrant holder of the goods, or where he no longer have the warrant in his possession and no new holder has notified the Company of his possession of the warrant, such period shall commence on the day immediately following the expiry of 7 days from the date of announcement of the loss in at least 1 daily newspaper designated by the Company.

49 客户条款和条件的不适用

Non-applicability of the Customer's Terms and Conditions

49.1 公司明确拒绝适用任何客户和/或其分包商的通用条款和条件,无论是否已在任何文件中显示。

The applicability of any of the general terms and conditions of the Customer and/or its subcontractor(s), whether or not printed on any documents, is explicitly rejected by the Company.

50 通知

Notices

50.1 根据本条件要求发出的任何通知应在,以预付挂号信或亲自递送或传真或电子邮件的形式,向接收通知一方的注册地址或营业地址或其任一分支机构或代理人或代表人的地址或最后所知的地址递送视为有效发出。该通知若以亲自递送的形式送至收信人,在投递之日视为有效送达;若通过预付挂号信的方式,则在投递后四十八(48)小时后视为有效送达。无论客户是否明确确认收到该通知,只要公司可证明通知已通过普通送信、传真、电子邮件或挂号信的形式进行了发送,则该等通知根据前述的规定即视为已被有效送达。

Any notice required to be given pursuant to these Conditions shall be deemed to have been validly given if addressed to the party to whom the notice is given and sent by prepaid registered post or delivered by hand or by facsimile or electronic mail to the registered or business address of such party above given or the address of any branch or agent or representative thereof, or to its last known address, and such notice shall be deemed to have been served on the recipient on date of service if delivered by hand, or upon the expiry of 48 hours after the date of posting if sent by prepaid registered post. Whether or not the Customer expressly acknowledges receipt, the Customer shall be bound thereby so long as the Company can show that same has been forwarded by ordinary dispatch, facsimile, electronic mail, or post.

51 可分割性

Severability

51.1 如果本条件的任何部分根据相关法律法规或被有管辖权的法院或仲裁机构认定为无效、不合法或不可执行,该部分应在无效、不合法或不可执行的范围内无效,且不应导致本条件其他条款无效或影响其他条款。本条件应被解释为从一开始就不包含该等无效、不合法或不可执行的部分。

If any part of these Conditions is found to be invalid, illegal or unenforceable under any enactment or rule of law or by a competent court or tribunal in any jurisdiction, such part shall be held ineffective to the extent of such invalidity, illegality or unenforceability without invalidating or otherwise affecting the other provisions and these Conditions shall be construed as if such invalid, illegal or unenforceable part had never been contained herein.

51.2 本条件的每一条款在任何情况下应被解释为彼此单独适用和存在的条款,即使任何一或多项条款因任何原因被判定为不适用或不合理。

Each provision hereof is to be construed as a separate limitation applying and surviving even if for any reason, one or more of the said provisions is held inapplicable or unreasonable in any circumstances.

52 转让

Assignment

52.1 受限于第 36.3 条之规定,在未获得公司事先书面同意的情况下,客户不得转让与公司签署的任何合同项下或本条件项下的任何权利和义务。

Subject to Article 36.3, the Customer shall not assign or transfer any rights and obligations under any contract made with the Company or pursuant to these Conditions to any third party without the Company's prior written consent.

52.2 公司可在未经客户事先书面同意的情况下,向其关联公司转让本条件项下,依据或连同本条件与客户签署的任何合同项下或本条件项下的权利或义务。

The Company may assign its rights or transfer its obligations under these Conditions or any Contract made with the Customer pursuant to or any Contract made with Customer incorporating these Conditions to its related Affiliates without the Customer's prior written

consent.

53 完整协议

Entire Agreement

53.1 公司与客户之间签订的包含本条件或将本条件作为附件的任何合同应构成他们之间的完整协议,取代双方之间关于本条件下事宜先前所达成的所有口头或书面的协议。

The contract made between the Company and the Customer which incorporates or attaches these Conditions shall constitute the entire agreement between them, and supersedes all previous oral and written agreements between them, in relation to the subject matter hereof.

53.2 如果任何法律强制性地适用于公司根据本条件所提供的服务,则本条件的适用应受限于该等强制性适用的法律。本条件的任何条款不得解释为公司放弃其根据该等法律所享有的任何权利或豁免,或增加公司在该等法律下的责任或义务。如果本条件的任何条款与该法律有矛盾,仅受影响的条款无效而不涉及其余任何条款。

If any legislation is compulsorily applicable to any services performed by the Company pursuant to these Conditions, then the applicable provisions of these Conditions shall be read subject to such compulsory legislation. Nothing in these Conditions shall be construed as a surrender by the Company of any rights or immunities or as an increase of any responsibilities or liabilities under such legislation. If any provision hereof shall be repugnant to such legislation, the affected provision of these Conditions shall be void to that extent but no further.

54 变更

Variation

54.1 公司可在任何时候不时修改、变更或补充本条件。公司应将包含根据本第 54 条做出的对本条件的全部修改、变更和/或补充的本条件的最新版本公布于 <http://www.steinweg.com/conditions/lianyungang/>。包含全部该等修改、变更和/或补充的本条件的最新版本应于公司决定的日期起生效。

The Company may amend, vary or supplement these Conditions at any time and from time to time. The Company shall make available the latest version of these Conditions containing all amendments, variations, and/or supplements to the same made in accordance with this Article 54 at <http://www.steinweg.com/conditions/lianyungang/>. The latest version of these Conditions containing all such amendments, variations, and/or supplements shall take effect on such date determined by the Company.

54.2 在公司将包含全部该等修改、变更和/或补充的本条件最新版本公布于 <http://www.steinweg.com/conditions/lianyungang/> 之日,应视为客户已知晓对本条件所做的全部修改、变更和/或补充。客户承诺其将就公布于 <http://www.steinweg.com/conditions/lianyungang/> 的本条件最新版本中的全部修改、变更或补充保持了解与更新。

The Customer shall be deemed to have taken notice of all amendments, variations or supplements to these Conditions on the date the Company makes available the latest version of these Conditions containing all such amendments, variations, and/or supplements made available at <http://www.steinweg.com/conditions/lianyungang/>. The Customer undertakes to keep itself apprised and updated on all such amendments, variations or supplements in the latest version of these Conditions made available at <http://www.steinweg.com/conditions/lianyungang/>.

55 不可抗力

Force Majeure

55.1 不可抗力是指一方无法控制、无法预见或虽能遇见但对其发生和后果不能防止、避免或克服的,导致该方不能履行其在本协议项下义务的事件。任何一方对由于其不能合理控制的情形或原因而造成的迟延履行或不履行不承担责任,例如下列事件应被视为不可抗力:

Force Majeure refers to the event which is uncontrollable, unforeseen or even foreseeable but the occurrence and consequences of which are unpreventable, unavoidable or unconquerable for either Party, rendering it impossible for such Party to perform its obligations under this Contract. No party shall be liable for any delay or other non-performance resulting from circumstances or causes beyond its reasonable control, including the following events which shall, inter-alia, be regarded as force majeure events:

(a) 战争、战争威胁、官方行动、隔离、民间骚乱、阴谋破坏、罢工、工厂关闭、通讯干扰、缺乏交通、人力和/或仓储设施;

war, threat of war, official action, quarantine, civil disturbance, sabotage, strike, lock-out, interference with communications, lack of transport, labour and/or storage accommodation;

(b) 暴风雨、雾、闪电、洪水、高潮和低潮、霜冻、严寒、结冰、高温; storm,

fog, lightning, flood, high and low tide, frost, freezing, ice, heat;

(c) 火灾、爆炸、消防用水、烟熏、盗窃、偷窃、下沉、倒塌、水灾、渗漏、潮湿、臭气、恶臭、蠕虫和锯齿类动物、耗子、老鼠、昆虫和其他动物造成的损害;

fire, explosions, water used against fires, smoke, burglary, theft, subsidence, collapse, water, seepage, damp odour, stench, worms and rodents, damage through rats, mice, insects and other creatures;

- (d) 货物的自然性质、质量的变化,自发性的恶化,自己产生的热量、燃烧、爆炸、干燥、发霉、霉菌、渗漏、腐烂发霉、生锈和汗渍;
the natural properties of goods, changes in quality, spontaneous deterioration, self-generated heat, combustion, explosion, drying, mould, yeasts, leaks, rot and mildew, rust and sweating;
- (e) 玻璃制品、柳条瓶和长颈瓶、铸铁和其它易碎物品的破碎,未充分适当的包装;以及 breakage of glass, wickered
bottles and flasks, cast-iron and other brittle articles, inadequate packing; and
- (f) 公司不能合理预防的所有其他事件。
all other things which the Company could not reasonably prevent.

55.2 如果任何不可抗力事件阻碍、妨碍或延误公司履行任何服务超过四十八(48)小时,不管本条件任何条款是否有相反的规定,公司可自行决定终止有关提供服务的任何协议,且该等终止应立即生效,且公司不对客户承担任何进一步的责任。

If any force majeure event prevents, hinders, or delays the Company's performance of any service for a period exceeding 48 hours, the Company may, notwithstanding any provisions herein and at its sole option, terminate any agreement for the provision of any service with immediate effect and without any further liability to the Customer, the warrant holder or any other person entitled to the goods.

55.3 受不可抗力事件影响的一方应在不可抗力事件发生后立即书面通知另一方。

The affected party shall, after the occurrence of the event of force majeure, immediately notify the other party of such event.

55.4 在发生不可抗力事件的情况下,公司和客户仍有义务采取合理可行的措施履行合同或准备履行合同项下的义务。受不可抗力事件影响的一方亦应采取有效措施最大程度地减少合同另一方因其迟延履行合同义务而遭受的任何损失。

Upon the occurrence of an event of force majeure, the Company and the Customer shall still have the obligation to take reasonable and practical measures to perform the contract or to make preparations for the performance of its obligations thereunder. The affected party shall also take effective measures to minimize the loss suffered by the other party due to the delay of performance of its obligation under the contract of the affected party.

55.5 因不可抗力发生的所有额外费用如:运费和仓储费、仓库或车场租金、船舶或货车的滞期费、保险费、从保税仓库或其它处交付货物等费用由客户承担并成为客户对公司的到期应付债务,公司可收取该债务的利息和管理费用。

All extra costs and expenses occurred due to the force majeure events, such as transportation fees and warehouse rental, warehousing and parking fees, shipping, logistics or trucks detention charges, insurance premiums, delivery costs of the goods from bonded warehouse or other warehouses, shall be borne by the Customer and become its liabilities in which the sum total should be payable to the Company. The Company may impose interest and administrative fees on such outstanding dues.

55.6 尽管有本第 55 条之任何相反规定,公司可选择要求客户继续就因任何不可抗力事件产生或相关的全部收费和费用负责,而不论该等收费和费用是否系由于客户的指令或其他指示引起,直到公司终止向客户提供任何服务之时。

Notwithstanding anything to the contrary in this Article 55, the Customer shall continue to be liable to the Company for all charges and expenses incurred by the Company at its discretion arising out of or in connection with any force majeure event, and whether under the Customer's instructions or otherwise, until such time the Company ceases to provide any of the services to the Customer,

56 终止

Termination

56.1 如果一方破产,为其债权人的利益做出转让,与债权人达成任何安排或协议,或进入清算程序,另一方可立即终止与该方的任何合同。

Either party may forthwith terminate any contract made between them if the other party shall be bankrupt, make an assignment for the benefit of its creditors, enter into any arrangement or composition with its creditors, or goes into liquidation.

56.2 若客户破产、为债权人的利益做出转让、与债权人达成任何安排或协议,或进入清算程序,客户根据公司与客户之间任何合同有义务向公司支付的全部款项应立即到期且应立刻支付给公司。

All payments that the Customer is obliged to pay to the Company under any contract between the Company and the Customer shall become immediately due and owing and shall become immediately payable to the Company in the event that the Customer becomes bankrupt, make an assignment for the benefit of its creditors, enter into any arrangement or composition with its creditors, or goes into liquidation.

56.3 不减损于第 56.1 条和 56.4 条之规定,如果客户未准时履行和执行合同任何条款之规定(包括与支付任何到期款项相关的条款),且该违约行为在公司发出要求其立即改正通知后十四(14)日内仍未令公司满意地予以纠正,公司在提前七(7)日书面通知后,可终止任何与客户间的合同。对于该等终止,客户不得向公司索赔任何损害或支出。

Without prejudice to Articles 56.1 and 56.4, the Company may terminate any contract between the Company and the Customer upon giving the Customer 7 days' prior written notice if the Customer defaults in the prompt performance and observance of any of the terms of such contract (including those terms relating to the payment of any sums due thereunder) and such default shall continue unremedied to the satisfaction of the Company for 14 days from the date of a written notice by the Company requiring an immediate rectification of such breach. In the event of such termination, the Customer shall not be entitled to claim for any damages or costs from

the Company.

56.4 无论本条件是否存在相反之规定,公司保留在任何时候终止任何合同的权利,但需提前至少三十(30)日向客户发出书面通知。对于该等经通知的终止,客户不得向公司索赔任何损害或支出。

Notwithstanding any provision herein, the Company reserves the right to terminate any contract at any time by serving prior written notice of at least 30 days on the Customer. In the event of such termination with notice, the Customer shall not be entitled to claim for any damages or costs from the Company.

56.5 任何合同的终止不影响客户向公司支付其根据该等合同的规定于终止时应付但未付款项的义务。

The termination of any contract shall not affect the Customer's obligation to pay the Company the amounts which are payable and have not been paid to the Company upon the termination in accordance with the provisions of such contract.

56.6 一旦任何合同根据上述规定终止的,客户应在公司指定的期限内提取尚存于仓库内的货物。如客户未履行,则公司有权按照合同的约定和相关适用法律法规处置该等货物。

In case any contract is terminated according to the provisions as specified above, the Customer shall take delivery of the goods which are still in the warehouse. If the Customer fails to do so, the Company shall be entitled to dispose such goods according to the provisions of the Contract or relevant PRC laws and regulations.

57 保密和披露客户信息的权利

Confidentiality & Right to Disclose Customer Information

57.1 客户不得使用(除为使用服务之目的)或向任何人披露公司提供的,或与公司或其代理人/分包商根据本条件提供之服务有关的任何信息(“公司信息”),但非因客户的过错或违约而已为公众所知的信息除外。

The Customer shall not use (other than for the purpose of utilising the service) or disclose to any person any information relating to the Company or any services provided by the Company or its agents/sub-contractors pursuant to these Conditions (the “Company's Information”) other than information which is or has become publicly available otherwise than through a breach of any obligation of the Customer.

57.2 客户在此同意,公司有权以任何方式或为任何目的,使用或向任何第三方披露客户提供的,或与客户有关的任何信息或数据。

The Customer hereby consents that the Company shall be entitled, to use in any manner and for any purpose whatsoever or to disclose information or data provided by or relating to the Customer to any other person in connection with the Company's performance of obligations under these Conditions and/or compliance with applicable laws.

57.3 在公司与客户间任何合同终止时,和/或在公司要求的情况下,客户应立即向公司归还或销毁所有属于公司信息以及所有复印件(包括纸张和电子文本)。

Upon the termination of any contract between the Company and the Customer and/or at the Company's request, the Customer shall promptly return to the Company or destroy all such Company's Information and all copies thereof (including both physical and electronic copies).

57.4 客户应采取所有必要地行动保护和保持公司信息的机密性。

The Customer shall take all steps necessary to protect and preserve the confidentiality of the Company's Information.

57.5 客户应促使其向之披露保密信息的人士严格遵守本条的相关规定。

The Customer hereto shall procure any person to which the Confidential Information is disclosed to fully comply with this clause of these Conditions.

58 弃权

Waiver

58.1 在本条件下公司未行使或迟延履行任何权利、救济、权力或特权,不得视为对该权利、救济、权力或特权的弃权。公司任何单独或部分地行使此等权利、救济、权力和特权,亦不排除将来对该项权利、权力或特权的任何行使或进一步行使。

No failure on the part of the Company to exercise, and no delay on its part in exercising, any right, remedy, power or privilege under these Conditions will operate as a waiver thereof, nor will any single or partial exercise of any right, remedy power or privilege preclude the Company from any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

59 继承

Succession

59.1 本条件对客户和公司及其各自的继承人具有约束力并保证其利益。

These Conditions will be binding on and enure to the benefit of the Customer and the Company and their respective successors.

60 适用法律和争议解决机构

Governing Law & Dispute Resolution Forum

60.1 本条件受中华人民共和国(为本条件之目的,不包括香港、澳门和台湾)法律管辖。本条件的订立、解释、履行、效力以及有关本条件的任何争议的解决均适用中华人民共和国法律。

These Conditions shall be governed by the laws of the People's Republic of China (for purpose of these Conditions, excluding Hong Kong, Macau and Taiwan). The execution, interpretation, performance, validity and the resolution of any dispute in connection with these Conditions shall be governed by the laws of PRC.

60.2 凡因执行本条件所发生的或与本条件有关的一切争议、纠纷或索赔,应首先通过友好协商解决。如争议、纠纷或索赔发生后三十(30)日内无法协商解决,该等争议、纠纷或者索赔应排他性地提交上海国际仲裁中心并按届时有效的仲裁规则在上海进行仲裁。仲裁员均应具备良好的英语能力。仲裁的裁决是终局的且有约束力的。除仲裁裁决另有指示外,败诉方应承担胜诉方的法律费用,包括但不限于律师费。

Any dispute, controversy or claim arising in connection with the performance of these Conditions shall be resolved through friendly consultation. If the dispute, controversy or claim cannot be resolved through consultation within thirty (30) days after occurrence, such dispute, controversy or claims shall be exclusively submitted to the Shanghai International Arbitration Center for arbitration in Shanghai in accordance with the arbitration rules then in force. The arbitral award shall be final and binding. The arbitrators shall be good at English. Unless otherwise instructed by the arbitration award, the losing party shall bear the legal costs suffered by the prevailing party, including without limitation, the attorney's fees.

61 在线服务

Online Services

61.1 如客户使用 www.steinwegonline.com 网站(“网站”)所提供的服务,客户应遵守相关条款和条件(“在线条款和条件”),包括但不限于使用世天威仓储(远东)有限公司网站的通用条款和条件(附件 A)和世天威仓储(远东)有限公司的隐私政策(附件 B)或世天威仓储(远东)有限公司或其指定人士(“网站运营方”)所规定的任何其它条款和条件。在使用网站时,客户在此同意,世天威仓储(远东)有限公司可将从客户处取得的或与客户相关的全部数据用于世天威仓储(远东)有限公司和网站运营方处理、转让、存储和使用之目的。

The Customer shall be bound by such terms and conditions (“Online T&Cs”), including but not limited to C.Steinweg Warehousing (F.E.) Pte. Ltd's General Terms and Conditions of Use of C.Steinweg Warehousing (F.E.) Pte. Ltd's website at www.steinwegonline.com (“Website”) annexed hereto as Annex A, and C.Steinweg Warehousing (F.E.) Pte. Ltd's Privacy Policy annexed hereto as Annex B, or any other terms or conditions as may be imposed by C.Steinweg Warehousing (F.E.) Pte. Ltd (or such other person as may be designated by it) (“Website operator”) in connection with the Customer's use of any online services provided the Website. In using the Website, the Customer hereby agrees with C.Steinweg Warehousing (F.E.) Pte. Ltd that C.Steinweg Warehousing (F.E.) Pte. Ltd may provide access to all data collected from, or in relation to, the Customer to be processed, transferred, stored and used by C.Steinweg Warehousing (F.E.) Pte. Ltd and the Website Operator.

61.2 在线条款和条件或客户与网站运营方之间的任何安排的变更、放弃、违约或终止,不应影响客户在本条件项下的义务,任何与货物有关的其他条款均应继续有效。

No variation, waiver, breach or termination under the Online T&Cs or any other arrangement made between the Customer and the website operator shall affect the obligations of the Customer under these Conditions or any other applicable conditions in relation to the goods which shall continue in full force and effect.

62 语言

Language

62.1 本条件以中、英文书写。如果出现分歧,以中文文本为准。

These Conditions are made in both Chinese and English. In case of any discrepancy, the Chinese version will prevail.

附件 A

Annex A

使用公司网站 www.steinwegonline.com 的通用条款与条件

GENERAL TERMS AND CONDITIONS OF USE OF COMPANY'S WEBSITE www.steinwegonline.com

世天威仓储(远东)有限公司(为附件 A 之目的,简称“公司”)仅为其网站所述之合法目的于 www.steinwegonline.com(“网站”)持有并不时提供以供其客户或一般公众使用的全部信息、通讯、汇编、图像、软件、文字、图标以及其他材料。

C.Steinweg Warehousing (F.E.) Pte Ltd (“The Company” for purpose of this Annex A) maintains all information, communications, compilations, images, software, text, graphics and other materials offered on www.steinwegonline.com (“Website”) from time to time for use by its Customers or the general public and only for the lawful purposes described therein.

公司保留其于任何时间不经通知修改、修订和/或撤回本条款与条件以及网站(无论整体或部分)的全部权利。作为登陆网站、浏览网站内容以及使用网站提供的在线服务(“在线服务”)的对价,客户同意受本条款与条件以及公司不时要求或颁布的有关网站提供的任何特定在线服务的任何其他条款、政策、规定和规则之约束。客户进一步同意其应当定期访问网站以使其自身及时更新并了解所有关于使用网站的生效条款、规定、规则或政策。

The Company reserves all rights to revise, amend, and/or withdraw these terms and conditions and the Website, whether in whole or in part, at any time and without notice. In consideration of the right to access the Website, view the contents in the Website, and to utilize online services provided via the Website (“Online Services”), the Customer agrees to be bound by these terms and conditions and any other terms, policies, rules and regulations from time to time required by or issued by the Company in respect of any specific Online Services provided via the Website. The Customer further agrees that it shall regularly visit the Website to keep itself up to date and understand all prevailing terms, rules, regulations or policies relating to the use of the Website.

1. 版权和商标通知:客户承认并接受,网站上的全部内容享有版权且受国际版权和商标法律保护。客户可以下载网站上展示的材料用于他/她个人的非商业用途,前提是客户始终在下载和/或复制的材料上保留所有版权及专有性通知。除非本条款与条件特别允许,未经公司事先书面允许,网站包含的任何材料不得以任何形式或通过任何方式被复制、修改、分发、出版、展览、公布或超链接。

Copyright and Trademark Notice: The Customer acknowledges and accepts that all content located on the Website is copyrighted and protected by international copyright and trademark laws. The Customer may download materials displayed on the Website for his/her own personal and noncommercial use only provided the Customer retains in its possession at all times all copyright and proprietary notices on downloaded and/or copied material. Save as specifically permitted in these terms and conditions, no material contained within the website may be reproduced, modified, distributed, published, displayed, posted or hyperlinked in any form or by any means without the prior written permission of the Company.

2. 隐私:客户同意受公司的隐私政策条款之约束,该等隐私政策条款可以不经通知客户而不时修改、修订和/或撤回。

Privacy: The Customer agrees to be bound by the terms of the Company's Privacy Policy which may from time to time be revised, amended, and/or withdrawn without notice to the Customer.

3. 安全:客户与网站间的数据传递通过安全服务器进行,受安全套接层(“SSL”)技术保护。网站提供的特定在线服务可能要求客户使用密码或数字签名。尽管公司会尽合理努力以提供合理防范措施从而保护从客户处接收的保密信息,公司对因网络信息传递产生或相关的任何损失或损害不负责。公司不陈述、保证或承诺任何网络信息传递是安全的或该等传递不会发生迟延、中断、被截取或错误。

Security: Certain data transmissions between the Customer and the Website are conducted through secure servers and protected by Secure Socket Layer (SSL) technology. Certain Online Services provided via the Website may require the Customer to use passwords and digital signatures. While the Company will use reasonable endeavours to provide reasonable precautions to protect confidential information received from the Customer, the Company shall not be liable to the Customer for any loss or damage arising out of or in connection with the transmission of information over the internet. The Company does not represent, warrant, or undertake that any transmission of information over the internet is secure or that such transmissions will be free from any delays, interruptions, interceptions or errors.

4. 免责声明:公司以“按照现有状况”的基础提供在线服务。公司、公司的雇员、子公司、关联方、合作方以及关联公司不做任何保证,并在此声明就以下内容免于全部及任何保证,无论明示或暗示(在法律允许的最大限度内):(1)关于网站使用或其内容的用途、安全、准确、可靠、及时、不侵权、满足质量要求或特殊目的的适用性,(2)关于因通过网站下载或接触任何信息或材料而产生的损害,包括但不限于病毒或类似污染物或破坏性物质引起的损害,(3)与网站相关的任何内容或任何功能不会中断或出错,或网站及其服务器将免于所有病毒和/或其它有害因素。

Disclaimer of Warranty: The Company provides the Online Services on an “as is where is” basis. THE COMPANY, ITS EMPLOYEES, SUBSIDIARIES, AFFILIATES, ASSOCIATES AND RELATED CORPORATIONS MAKE NO WARRANTY AND HEREBY DISCLAIM ALL AND ANY WARRANTY, EXPRESS OR IMPLIED, (TO THE FULLEST EXTENT PERMITTED BY LAW) (1) IN RESPECT OF THE USE, SECURITY, ACCURACY, RELIABILITY, TIMELINESS, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE CONTENT OR OF THE USE OF THE SITE; (2) IN RESPECT OF HARM ARISING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE SITE, INCLUDING WITHOUT LIMITATION, HARM CAUSED BY VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES; AND (3) THAT THE CONTENT AND ANY FUNCTIONS ASSOCIATED THEREWITH WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SITE AND ITS SERVER WILL BE FREE OF ALL VIRUSES AND/OR OTHER HARMFUL ELEMENTS.

5. 责任免除:公司、公司的雇员、子公司、关联方、合作方以及关联公司任何情形下均不对任何人就任何法律索赔(无论是基于合同、侵权或其他原因)、客户使用或无法使用网站、网站的内容或其超链接而产生的任何形式的损害、费用、索赔、成本或损失(包括但不限于特别、附带、间接

第 1.1 版 Version 1.1

最新更新:2015 年 2 月 1 日 Last updated: 1 February 2015

或从属损害)负责(除非是因公司的疏忽造成的、全部或部分因使用网站而直接导致的死亡或人身损害)。

Exclusion of Liability: IN NO EVENT SHALL THE COMPANY, ITS EMPLOYEES, SUBSIDIARIES, AFFILIATES, ASSOCIATES AND RELATED CORPORATIONS BE LIABLE TO ANY PARTY FOR ANY DAMAGES, EXPENSES, CLAIMS, COSTS OR LOSSES OF ANY KIND (OTHER THAN FOR DEATH OR PERSONAL INJURY RESULTING DIRECTLY FROM THE USE OF THE SITE CAUSED IN WHOLE OR IN PART BY THE COMPANY'S NEGLIGENCE) ARISING OUT OF ANY LEGAL CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE), CUSTOMER USE OF OR INABILITY TO USE THE WEBSITE, THE CONTENT OR THE HYPERLINKS, INCLUDING BUT WITHOUT LIMITATIONS, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

6. 适用法律和管辖:本协议(即附件 A)应受新加坡法律管辖,因使用网站而产生或相关的所有争议应视为发生于新加坡。若任何因使用网站而产生或相关的争议无法通过双方协商解决,该等争议应被提交至拥有排他性管辖权的新加坡法院。

Governing Law and Jurisdiction: This Agreement (Annex A) shall be governed by the laws of Singapore and all disputes arising out of or in connection with the use of this Website shall be deemed to have taken place in Singapore. Where any dispute arising out of or in connection with the use of this Website cannot be resolved by discussion and mutual accord between the Parties, such dispute shall be submitted to the exclusive jurisdiction of the Courts of Singapore.

附件 B

Annex B

隐私政策

Privacy Policy

1. 世天威仓储(远东)有限公司(为附件 B 之目的,简称“公司”)承诺保障客户的隐私。本隐私政策的条款管辖客户在使用 www.steinwegonline.com (“网站”)提供的在线服务(“在线服务”)时存于网站的个人信息的处理。

C.Steinweg Warehousing (F.E.) Pte. Ltd. (for purpose of Annex B, “The Company”) is committed to safeguard the Customer's privacy. The terms of this Privacy Policy shall govern the treatment of the Customer's personal information on www.steinwegonline.com (“Website”) when the Customer utilizes the online services provided via the Website (“Online Services”).

2. 客户为使用在线服务而注册时,公司将要求客户提供姓名与电子邮件地址。成功完成注册程序后,客户即成为网站的注册用户,有权使用在线服务。任何时候当公司寻求获取客户的个人信息时,公司将努力使客户留意网页上的本隐私政策。

During the Customer's registration for use of the Online Services, the Company will ask for the name, and email address of the Customer. Upon successful completion of the registration process, the Customer shall become a registered user of the Website and shall be given access to the Online Services. Whenever the Company seeks and obtains personal information from the Customer, it will make an effort to bring to the Customer's attention this Privacy Policy on that page.

3. 收集客户个人信息的目的是为了在客户使用在线服务时向其提供定制化的用户体验。该等定制化的用户体验包括但不限于个人化服务、交互式通信以及许多其他服务。公司相信拥有客户的个人信息能使其向客户提供更多相关的内容,从而提升服务质量。

The purpose of collecting personal information about the Customer is to provide the Customer, with a customized experience while utilizing the Online Services. Such customized experience includes, but is not limited to personalized services, interactive communications and many other services. By having the personal information about the Customer, the Company believes it would be able to deliver more relevant content, and hence provide improved services, to the Customer.

4. 通过向公司递交其个人信息,客户同意公司向公司的关联公司(“世天威集团内的公司”)提供该等个人信息,而无需客户的事先同意。客户进一步接受并同意:

By transmitting any personal information about itself to the Company, the Customer consents the Company to disclose such personal information to the Company's associated corporations (“Steinweg Group of Companies”) without the Customer's prior consent. The Customer further accepts and agrees that:

- a. 在下列情形,公司与世天威集团内的公司可以向任何第三方披露客户的该等个人信息,而无需客户的事先同意:

the Company and the Steinweg Group of Companies may disclose such personal information about the Customer to any third party without the Customer's prior consent :

- (i) 在为便于公司与任何交易第三方就通过在线服务购买或销售货物而进行洽谈所必需的范围内,和

where to the extent necessary to facilitate any negotiations between the Company and any third party relating to transactions to buy or sell cargo through the Online Services; and

- (ii) 若任何法律、任何管理机关或任何认可的证券交易所要求;

where required by law, any regulatory body or any recognised stock exchange;

- (iii) 若公司有理由相信,为识别、联系可能违反了公司使用网站的通用条款与条件或可能导致(无论是故意或无意)损害或干涉公司权利和/或财产和/或其它在线服务用户的权利的人或对其采取法律行动,披露该等信息是必需的。

where the Company has reasons to believe that disclosure of such information is necessary to identify, contact or bring legal action against a person who may be violating the Company's General Terms and Conditions of Use of the Website or may cause (either intentionally or unintentionally) injury to and/or interfere with the Company's rights and/or property and/or the rights of other users of the Online Service.

- b. 在法律允许的范围内,公司和世天威集团内的公司可能以任何方式、为任何目的利用递交给公司的任何客户个人信息。

the Company and the Steinweg Group of Companies may utilize any personal information about the Customer that is transmitted to the Company in any manner and for any purpose at its discretion to the extent allowed at law.

5. 登陆客户的用户账户需使用密码。该等密码由客户持有并由客户自行负责保障密码的安全性。客户不应向任何人泄露其密码。若客户使用共用或公用电脑,当其离开在线服务时应牢记退出其用户账户并关闭浏览器窗口。客户承认,公司已建议其在关闭使用在线服务的浏览器时确保清空该电脑的缓存,以使 HTML 页面上的内容不会被该电脑此后的使用者浏览。

Access to the Customer's user account shall be subject to a password. Such password shall be held by the Customer and shall be the Customer's sole duty to keep such password secure. The Customer shall not divulge its password to anyone. The Customer shall remember to sign out of its user account and close its browser window when it wishes to disengage the Online Services and if the Customer is using a shared computer or a publicly accessible computer, the Customer acknowledges that it has been advised by the Company to ensure that the cache memory on such computer is emptied when it closes the browser on which the Online Services were accessed in order that the contents of the HTML screens may not be viewed by subsequent users of such computer.

6. 若客户注册为网站的用户,公司可通过电子邮件或短信系统(SMS)技术向客户提供与在线服务相关的信息(例如,客户在网站提供的任何拍卖、点对点销售或其它交易服务中收到有关特定类型货物的通知后已表现出兴趣的特定商品的可获得性)。客户可选择发送电子邮件通知公司取消该等信息服务。

If the Customer is registered as a user of the Website, the Company may provide the Customer with information related to the Online Services (e.g. the availability of specific commodities which Customer has indicated an interest in receiving notices concerning specific types of cargo in any auctions, spotsells or other trading services offered on the Website) via email or short message system (SMS) technology. The Customer may opt out of this information service by sending an email to notify the Company accordingly.

7. 与客户相关的所有信息系通过采用加密技术的安全网络服务器传递,以确保客户信息在网络间传递时受到保护。尽管本隐私政策和网站使用通用条款与条件中有任何相反规定,公司并未陈述或保证网络数据传递是百分百安全的。尽管公司努力保护客户的个人信息,客户承认并接受,公司不能确保或保证客户通过网络向公司递交的任何信息的安全性。客户接受并同意,其与网站或在线服务有关的网络信息传递风险应由客户自行承担。公司从客户处收到任何信息后,应尽合理努力以保证客户信息在公司系统的安全性,但公司不应就此承担责任。

All information relating to the Customer is channeled through a secure internet server using encryption technology that seeks to ensure that Customer's information is protected when being sent over the Internet. Notwithstanding anything to the contrary in this Privacy Policy and the General Terms and Conditions of Use of the Website, the Company does not represent or warrant that data transmission over the internet is 100% secure. While the Company strives to protect the Customer's personal information, the Customer acknowledges and accepts that it cannot ensure or warrant that the security of any information that the Customer transmits to the Company over the Internet. The Customer accepts and agrees that it transmits any information over the internet whether in relation to or in connection with the Website or the Online Services shall be at the Customer's own risk. Upon the Company's receipt of any information from the Customer, the Company endeavours to take all reasonable efforts to ensure that, but shall not be liable for, the information from the Customer is secure on and over the Company's systems.

8. 如对公司的隐私政策或任何在线服务有任何问题,请将该等问题通过电子邮件发送至管理员邮箱 administrator@steinwegonline.com。

If there are any queries about the Company's Privacy Policy or any Online Services, please send such queries via email to the administrator at administrator@steinwegonline.com.