



FORWARDING AND WAREHOUSING TERMS & CONDITIONS

货代与仓储条款与条件

CWT Commodities Logistics Co., Ltd
鑫运物流（上海）有限公司

CWT Commodities Warehousing Co., Ltd
迅亚物流（上海）有限公司

CWT Commodities Circle (Lianyungang) Co., Ltd
迅亚中环（连云港）国际物流有限公司

Effective as of 1st December 2016
2016年12月1日起施行

Customer acknowledges and agrees that the Company may amend these Forwarding and Warehousing Conditions from time to time and without notice. Customer undertakes to keep itself apprised and updated with the latest Forwarding and Warehousing Conditions available at <http://www.cwtcommodities.com/fwtc.html>
客户知悉并同意公司可在未通知的情况下不时更改此货代与仓储条款。客户承诺其将就公司公布于<http://www.cwtcommodities.com/fwtc.html>的货代与仓储条款最新版本保持了解与更新。

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CHAPTER I GENERAL PROVISIONS

第一章 通用条款

1. Definitions 定义

“Agreement” means any contract formed between the Company and Customer as stipulated in Clause 3 herein;

“协议”指任何根据以下第3条所形成的合同；

“Company” means those companies listed in Attachment 1 of this Forwarding and Warehousing Terms and Conditions herein;

“公司”指本货代与仓储条款与条件附件一所列公司；

“Customer” means:

“客户”指

(a) Any party who entered into an Agreement with the Company; and/or
与公司签署合同的相对方；和/或

(b) Any holder of Warehouse Receipt to whom such Warehouse Receipt is issued to by the Company or any subsequent legitimate holder of such Warehouse Receipt obtained in accordance with Clause 27 herein below; and/or
根据本条款第27条所签发的仓单的持有人或随后的合法仓单持有人；和/或

(c) Any subsequent legitimate party who has the relevant legitimate right to the Goods stored with the Company; and/or
对存储于公司的货物拥有相关合法权利的任何随后一方；和/或

(d) a Person with whom the Company has agreed to provide or provided with Forwarding and/or Warehousing Services as per clause 3 herein “Formation of Contract”; and/or
公司根据此第三条款“合同成立”同意为其提供/已提供了货代/仓储服务；

“Forwarding and Warehousing Conditions” means the forwarding and warehousing terms and conditions of the Company stipulated in Chapter 2 and 3 herein, reading together with Chapter 1 General Provisions;

“货代与仓储条款”指第二章与第三章规定的公司货代与仓储条款，且与第一章“通用条”并读；

“Forwarding Conditions” means the forwarding conditions of the Company stipulated in Chapter 2 herein, reading together with Chapter 1 General Provisions;

“货代条款”指第二章规定的货代条款，且与第一章“通用条”并读；

“Warehousing Conditions” means the warehousing conditions of the Company stipulated in Chapter 3 herein, reading together with Chapter 1 General Provisions;

“仓储条款”指第三章规定的仓储条款，且与第一章“通用条”并读；

“Goods” means the goods in respect of which the Services are provided by the Company or are to be provided by the Company pursuant to the Agreement and/or the goods to which the Warehouse Receipt refers to ;

“货物”指公司根据协议所提供或即将提供的服务所指向的货物及/或仓单所指向的货物；

“Person(s)” means any individual, company, firm, partnership, joint venture, association, sole proprietorship or other business entity;

「人士」一词指任何个人、公司、商号、合伙经营、合资经营、联营公司、独资经营或其他业务机构；

“Fees” means the Fees which shall be chargeable by the Company to the Customer for the provision of the Services as agreed to in the Agreement;

“费用费用”指公司因提供协议中约定的服务而可以向客户收取的费用；

“Services” means any and all services provided or to be provided by the Company to the Customer pursuant to the Agreement or as instructed by Customer in writing, including but not limited to the scope of services as stated in Chapter 2 “Forwarding Conditions” and Chapter 3 “Warehousing Conditions” ;

“服务”指公司根据协议规定根据合同或客户的指示已经或者将要向客户提供的任一或者所有服务，包括但不限于第二章“货代条款”和第三章“仓储条款”所列的服务范围；

“Warehouse Receipt” means a warehouse receipt issued by the Company subject to Clause 27 herein;

“仓单”指根据第27条款公司签发的仓单；

“Working Hours” mean 0830hrs to 1700hrs China time on Mondays to Fridays, except those days designated as public holidays.

“工作时间”指中国时间从星期一至星期五的08:30到17:00，但公共假日除外。

Words in the singular include the plural and words in the plural include the singular, as the context requires.

根据上下文要求，表示单数之词语应包括复数，反之亦然。

2. Application of Forwarding and Warehousing Conditions **货代与仓储条款的适用**

2.1. The Forwarding and Warehousing Conditions shall be applicable to all and any business, including but not limited any advice, information or Services, provided or to be provided by the Company to any Customer, for a fee or otherwise. The Forwarding and Warehousing Conditions shall be deemed to be incorporated in and form as an integral part of any Agreement made between the Company or any Customer as per Clause 3 (‘formation of contract’) herein.

货代与仓储条款应适用于公司为任何客户所从事的有偿或其他形式或其他形式的所有和任何业务，包括但不限于提供咨询、信息或服务。货代与仓储条款应当视为并入如第三条款的协议，构成协议的主要部分。

2.2. Any other terms and conditions (howsoever called) or forms used by the Customer shall not be applicable to or be deemed incorporated into the Agreement.

客户使用的任何其它条款和条件（无论何种名称）或文本皆不适用于协议，也不被视为并入协议。

2.3. Any variation to the Forwarding and Warehousing Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed to in writing by the Company. Forwarding and Warehousing Conditions expressly limit to the Forwarding and Warehousing Conditions stated herein only. Any additional or variation of terms or conditions, whether in a proposal, purchase order, acknowledgement, acceptance or otherwise, are

rejected and shall not apply unless expressly agreed to in writing by an authorized representative of the Company, notwithstanding any contrary language proposed by the Customer that any act or failure to act by the Company, constitutes acceptance of any different or additional terms or conditions.

除非经公司书面同意，否则任何对货代与仓储条款（包括各方之间约定的任何特殊条款和条件）的偏离都不得适用。货代与仓储条款仅限于按此处所示之规定予以接受，任何增加或者变更，无论是建议书、采购订单、确认书、承诺或者其他，除非明确经由公司授权人员书面同意，否则都不予接受且不可适用，不论客户是否在其中采用了任何相反意思的措辞，公司的作为或者不作为都将被解释为构成对该种条款或者条件增加或者变更的接受。

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

公司明确拒绝接受任何客户和/或其分包商的任何基本条款和条件，无论在其文件上注明与否。

- 2.5. The Customer acknowledges that the Company is not a common carrier and the Company handles the Goods subject to these Forwarding and Warehousing Conditions.

客户确认公司不是公共承运人，且公司依照本货代与仓储条款操作货物。

- 2.6. No agent or employee of the Company has the Company's authority to alter or vary these Forwarding and Warehousing Conditions.

公司的任何代理或者雇员都无权变更或者修改本货代与仓储条款。

- 2.7. If any legislation is compulsorily applicable to any business or Services undertaken by the Company, the Forwarding and Warehousing Conditions shall, as regards such business or Services, be read as subject to such legislation and nothing in the Forwarding and Warehousing Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of the Forwarding and Warehousing Conditions shall to any extent be repugnant to such legislation, such part of the Forwarding and Warehousing Conditions shall as regards such business or Services be void to that extent but no further.

如果有任何立法强制性适用于公司所从事的任何业务或者服务，则就此种业务或者服务，本货代与仓储条款应当视为符合其约定，并且本货代与仓储条款中的任何条款都不得被解释为公司放弃此种立法下的任何权利或者豁免，或者增加其任何义务或者责任。如果本货代与仓储条款与此种立法之间有任何冲突，则本货代与仓储条款中有冲突的部分对于相关业务或者服务来说应当视为无效，但不影响其他。

3. Formation of Contract 合同的成立

- 3.1 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. Instruction received by the Company after 3 p.m. on a Business Day shall be considered receiving on the next Business Day.

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开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。营业日下午3点后收到的指示，应被视为收到关于下一个营业日。

- 3.2 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 Forwarding and Warehousing Conditions).

客户和公司签订的合同(本货代与仓储条款作为其组成部分)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。

- 3.3 Customer shall not assign or transfer the benefit of and rights under any Agreement made with the Company without prior written consent of the Company. Such consent may be subject to such additional terms as the Company may deem necessary.

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协议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。

4. Owner of Goods, Title and Claims to Goods 货物所有人，产权和索赔

- 4.1. The Customer expressly warrants that they are either the owners or the authorised agents of the owners of the Goods and further warrants that they are authorised to accept and are accepting these Forwarding and Warehousing Conditions not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the Goods.

客户明确保证他们是货物的所有人，或者货物所有人的授权代理人，并进一步保证他们有权并且接受本货代与仓储条款，无论是为他们自身，或者是作为现在或者将来对货物存在利益的其他任何人的代理。

- 4.2. Without prejudice to Clause 4.1 the Company shall have the right to enforce the Forwarding and Warehousing Conditions not only against the Customer but also against the sender and/or consignee and/or owner of the Goods to the extent permitted by Law.

在无损第4.1条规定的前提下，在法律允许的范围内，公司不仅有权针对客户行使本货代与仓储条款的有关规定，而且有权针对发货人和/或收货人和/或货物的所有人行使。

- 4.3. All rights of ownership and title over the Goods shall be established and verified by the Customer, or between Customer and its client or other third party, and it is acknowledged and understood that Company has no responsibility or liability with respect to any conflicting claims arising out of a dispute contesting rights of ownership or title to the Goods.

货物的所有权应当由客户，或者由客户和他的客户或者其他第三方予以确立和核定，且各方确认并同意公司就因货物所有权或产权而产生的冲突性权利请求不承担任何责任或者义务。

5. Sub-contracting 分包

- 5.1. The Company shall be entitled to sub-contract its obligations to perform the Services, in whole or in part, on such terms and conditions as the Company deems appropriate at its sole discretion.

公司有权仅以自主判断认为适当的条款和条件，将其所应当履行的服务的全部或者任何部分予以分包；

- 5.2. Where the transportation, storage or other Services in respect of the Goods are sub-contracted to third parties by the Company, the Company reserves the right to appoint such sub-contractor to provide the service on behalf of the Company, and the Customer shall bear all risk relating thereto.

若公司将货物的运输、仓储或者其他服务分包给第三方，公司保留其指定分包商代表公司提供服务的权利，与此相关的风险由客户承担。

6. Methods, Procedures and Routes 方式、程序和路线

Subject to the express written instructions by the Customer, the Company shall be entitled at its absolute discretion to decide on the means, route and procedure to be followed in the handling, storing, transporting and/or forwarding of the Goods. Notwithstanding the foregoing, the Company shall be at discretion to depart from the Customer's instructions if, in the opinion of the Company, it is at any stage necessary or desirable in the Customer's interest to do so.

在遵守客户明确的书面指示的情况下，公司有权根据自己绝对自主判断，决定在操作、仓储、运输货物和/或货运代理过程中的方法、路线和程序。尽管有前述规定，但如果公司认为，在任何有必要偏离客户指示的阶段，或者此种偏离有利于客户，则公司仍有权决定偏离客户的指示。

7. Documents to be provided to the Company 须提供给公司的文件

- 7.1. The Customer shall ensure that all instructions, information and documents are provided promptly to the Company to enable the Company to perform its Services. The Customer shall ensure that all such instructions, information and documents provided are true and accurate till the termination of Agreement.

客户应确保及时提供给公司有关的指示、信息和文件，以便公司操作服务。客户应当确保所有货物有关的指示、信息和文件都是真实与准确，直至协议终止为止。

- 7.2. The Customer shall be liable for all consequences arising from the provision of inaccurate, obscure and inadequate instructions, information and/or documents; any failure to furnish any instructions, information and/or documents; or any failure to furnish any instructions, information and/or documents in time.

客户应当对因提供不准确、模糊和不充分的知识、信息和/或文件，或者因未能提供任何指示、信息和/或文件，或者因未能及时提供任何指示、信息和/或文件而造成的所有结果负责。

- 7.3. The Company shall not be obliged to furnish a confirmation for the receipt of such instructions, information and documents provided by the Customer.

公司无义务就接收客户所提供的任何指示、信息和/或文件做任何确认。

8. Accuracy of Descriptions of the Goods and Quality of the Goods 货物描述的准确性和货物品质

8.1. The Customer warrants and is bound by the accuracy of all descriptions, values and other particulars and/or information furnished to the Company in respect of the Goods for the purposes of customs clearance or any other purposes whatsoever.

客户保证所有提供给公司的与海关清关或者其他目的相关的所有货物描述、价值和其他详情都是准确的，并受其约束。

8.2. The Company is not and shall not act as an expert in performing any Services to the Customer, including but not limited to the nature or quality of the Goods. Therefore, the Company shall not be required or be obliged to provide any notification to the Customer or any third party in relation to the state, nature or quality of the Goods.

在向客户提供任何服务时，公司不是也不作为专家，包括但不限于货物性质或者品质方面的专家。因此，公司不应当且无义务提供任何有关货物的状况、性质或者品质的任何通知给客户或任何第三方。

8.3. The Company shall be under no obligation to ensure that the samples of the Goods are identical with or match the Goods as described by the Customer or that the Goods conform with the description of the Goods provided by the Customer.

公司无义务确保货物的样品与客户对货物的描述相同或者相符，或者货物与客户对货物的描述一致。

9. General Term for Payment of Fees 费用支付的通用条款

9.1. The Customer shall pay the Fees to the Company within fourteen (14) days from the date of invoice in respect of the Fees by the Company.

客户应当在公司就费用所开的发票，出具日起的14天内支付费用给公司。

9.2. The Company shall be entitled to charge the Customer a reasonable amount in addition to the Fees for any operations of an unusual nature and/or which requires additional time or effort to carry out.

公司有权就任何特殊性质的和/或需要额外时间或者精力执行的操作向客户收取费用以外的一个合理数目。

9.3. All quotations are valid during the time of offer by the Company and are subject to withdrawals or revisions before acceptance by the Customer. Unless otherwise agreed to in writing by the Company, the Company shall be at discretion to revise a quotation after its acceptance by the Customer with or without prior notice to the Customer, in the event of any changes in the currency exchange rates, rates of freight, insurance premiums, general port charges and any other rates or charges on which the quotation to the Customer was based, regardless of the cause of such changes.

所有报价仅于公司出价时有效，并可在客户接受前予以撤销或修改。除非公司以书面方式另行同意，当报价所基于的外汇汇率、运费费率、保险费率、一般港口收费及其它任何费率或收费产生任何变化，则不论该变化的起因，公司有权在客户接受报价后仍修改报价，而不论是否给予

客户事先的通知。

- 9.4. The Company may at any time require pre-payment from the Customer for any costs and expenses which may be incurred in relation to the Services. Refusal of Customer to provide such pre-payment may render the Company to be entitled to refuse, suspend, interrupt, or terminate the Services without providing any written notification. The Company shall at no event be under any obligation to make any payments whatsoever to perform any Services on behalf of the Customer until the Company has received the required pre-payment.

客户可以在任何时间要求客户提前支付有关公司的服务的费用。如客户拒绝支付该等费用，公司有权拒绝、终止、中断或终止服务，无须提供任何书面通知。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，直到公司收到要求的预付费用。

- 9.5. The Customer shall be liable for any duties, taxes, imposts, levies, deposits or outlay of any kind whatsoever which are levied or imposed by the authorities at any port or place in connection with the Goods and for any payments, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith (collectively, "Taxes and Other Payments").

客户应当就任何港口或者地区当局就货物而征收或者收取的任何税款、税项、关税、征费、保证金及任何性质的费用，以及公司因此而产生或者遭受的所有付款、罚金、支出、损失或者损害（统称为“税收和其他支付”）负责。

- 9.6. In the event that the Customer fails to pay any amounts which are due and payable hereunder or upon notification thereof by the Company, interest shall be payable on such amounts at the rate of 2% per month.

如果客户未能支付任何到期或者应付款项，或者未能在公司通知后支付，则其应当就该金额按照每月2%的利率支付利息。

- 9.7. The Customer shall upon demand by the Company furnish a deposit or security for any amount which the Customer is or may be indebted to the Company.

客户应当根据公司的要求，就客户目前所欠或者之后可能拖欠公司款项，向公司提供任何数目的订金或担保。

- 9.8. All monies owed to the Company by the Customer shall be paid to the Company immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off.

客户所欠公司的所有到期款项都应当立即支付给公司，而不做任何扣减，且支付不得因任何权利请求、反请求或者抵消而被扣留或者拖延。

- 9.9. In the event that the Company resorts to any legal proceedings or other means for the recovery of any amounts due and payable by the Customer hereunder (the "Indebtedness"), the Customer shall, in addition to the Indebtedness and interest payable under Clause 9.6, be liable to the Company for a further amount equivalent to 10% of the Indebtedness on account of all clerical and legal expenses which may be incurred by the Company in resorting to such proceedings or other means.

如果公司诉诸法律诉讼或者其他方式，以追索任何客户到期应付款项（“债务”），则客户除应承担第9.6条所规定的债务和应付利息外，还应当负责支付给公司数额相当于10%债务的金额，以弥补公司在诉诸法律诉讼和其他方式时可能产生的所有办公和法律费用。

10. Insurances 保险

10.1. The Company shall not be obliged to take out any insurance on the Goods for any risks whatsoever. In the event that the Customer requires the assistance of the Company to take out any insurance on the Goods for and on behalf of the Customer, the Company may, upon the written request by the Customer and at its sole and absolute discretion, take out insurances on the Goods against such insurable risks as may be notified by the Customer. The Company shall not incur any liability to Customer or to any other Persons in the event it elects not to procure any such insurance. All insurances on the Goods shall be taken out at the Customer's sole expense and risk, and shall be subject to the usual exceptions and conditions of the policies of the relevant insurance company or underwriters. By requesting the Company to take out any insurance, the Customer authorises the Company to make all arrangements with the insurer at the Company's sole discretion, including arrangements regarding the conditions of insurance and settlement of claims in respect of any damage.

公司无义务就任何风险为货物购买任何保险。如果客户要求公司提供协助以为客户或代表客户就货物购买保险的，公司可在客户出具书面要求的情况下，依照自己独立的决断，就客户告知的可保风险为货物购买相应的保险。如果公司决定不购买前述保险的，公司不应为此向客户或第三方承担任何责任。所有货物的保险都应当由客户自担费用和 risk，并且应当适用相关保险公司或者承保人所签发保单中的一般除外条款和条件。通过要求公司购买保险，客户即授权公司基于其独立的判断与承保人达成所有的相关安排，包括关于保险条件和就任何损害求偿进行和解的安排。

10.2. The insured value of the Goods shall be the value stated in writing by the Customer or the Company's estimate of the current value of the Goods, as determined by the Company, at its own discretion. The risks required to be covered shall be clearly stated in writing by the Customer to the Company. A mere statement by the Customer of the value of the Goods is not sufficient and the Company shall not be obliged to take out any insurance on the Goods where it is not sufficiently informed of the risks or the insured value to be covered.

货物保险价值应当是客户以书面方式申报的价值，或者是公司根据自己判断作出的对于货物现有价值的估值。投保针对的风险应当由客户明确以书面方式向公司提出。客户简单的关于货物价值的声明是不够的，如果公司未收到关于所投保风险或者被保险价值的充分信息，则公司无义务就货物购买任何保险。

10.3. The Company shall not be under any obligation to effect a separate insurance on each consignment but may declare any open or general policy to be applicable to the entirety of the Goods.

公司无义务就每一批货物进行分别的保险，但是可以申报将任何敞口或者通用保单适用于货物整体。

In the event that any insurer disputes its liability under any insurance relating to the Goods for any reason, the Company shall not be under any obligation, responsibility or liability whatsoever in relation thereto notwithstanding that the Company may have charged the Customer any arrangement fees in taking out such insurances on behalf of and/or at the request of the Customer.

如果保险人因任何原因就与货物有关的任何保险责任有争议，则即便公司可能就代表客户和/或根据客户的要求购买保险而收取任何安排费，公司就此都不应当承担任何的约束、义务或者责任。

10.4. In the event that the Company arranges insurance on the Goods in its own

name, it shall, if so requested by the Customer, transfer or assign its rights to claim under such insurance to the Customer.

如果公司以自己的名义安排货物保险，其应在客户要求时，将根据此类保险索赔的权利转让或者让与给客户。

- 10.5. The Company shall not be responsible whatsoever as regards the choice of the insurer and/or its ability to pay under the insurances, nor shall the Company be liable for any inability to take out insurances requested by the Customer, by reason of an insurer's requirements which the Company considers, in its sole opinion, to be unreasonable

就保险人的选择和/或保险人保险理赔的能力，公司不承担任何义务；此外，若公司被客户要求购买保险时，如果根据公司的独立判断，保险公司的有关要求是不合理的，则公司也不应当对未能购买保险承担责任。

- 10.6. Where the Company utilises derricks and/or any other such equipment for carrying out the instructions given by the Customer, it shall be entitled to arrange insurance at the Customer's sole expense to cover the Company's risks arising from the use of such equipment.

如果公司利用起重装置和/或其他类似设备以执行客户发出的指示，公司应有权安排保险，以涵盖公司因使用此类设备可能产生的风险，并由客户独自承担费用。

- 10.7. When acting as authorised agent by virtue of Clause 10.1 herein, the Company shall be entitled to collect the amount of any claims paid out by any insurer. The Company shall be entitled to deduct any amounts that are due and payable by the Customer to the Company from any amounts received by the insurer before paying the balance to the Customer.

如依此处第10.1条的规定作为授权代理人，则公司有权收取任何保险人支付的任何赔偿款项。就从保险人处收到的款项，公司应有权先行扣除客户到期应付公司的款项，然后再将余额支付给客户。

- 10.8. The Company shall not be liable for any loss arising from the failure or refusal by any insurer to pay in full or in part any amounts under any insurance as a result of any circumstance for which the Company cannot be held liable regardless of the manner in which the insurance was effected by the Company and notwithstanding that the Company may have charged the Customer any arrangement fees in taking out such insurances on behalf and/or at the request of the Customer.

如果因公司不应当承担责任的原因，保险人未能或者拒绝支付任何保险下的全部或者部分款项，则无论公司以何种方式进行该保险，且无论公司是否已就代表或者根据客户要求进行此类保险而向客户收取任何安排费，公司都不应当对因此而产生的任何损失承担责任。

11. Liability of the Parties 各方责任

- 11.1. All operations and activities relating to the Goods carried out by the Company in the provision of the Services shall be at the Customer's sole expense and risk.

公司在提供服务过程中进行的所有与货物有关的操作和行动都应当由客户独自承担费用和风险。

- 11.2. The Customer shall be liable for all losses, damage and expenses suffered or incurred by the Company as a result of any action or inaction on the part of the Customer, its employees, agents and/or contractors or which may in any way be caused by the Goods entrusted by the Customer to the Company.

客户应当对公司因为客户、客户雇员、代理和/或承包人的作为或者不作为，或者因为客户委托给公司的货物而遭受或者引起的所有损失、损害和费用承担责任。

- 11.3. The Company shall not be liable to the Customer in respect of any damage to the Goods unless such damage is proven to have been caused intentionally by the deliberate act of any employee of the Company.

公司不应当就任何货物损害向客户承担任何责任，除非该损害被证明是公司的雇员故意造成。

- 11.4. The Company shall not be liable for any loss of the Goods or any part thereof, for any non-delivery or mis-delivery of the Goods or any part thereof unless such loss, non-delivery or mis-delivery is proven to have occurred while such Goods, or part thereof, were in the actual custody of the Company and under its actual control and that such loss, non-delivery or mis-delivery was due to the gross negligence or willful misconduct of the Company.

公司不应对货物或其任何部分的灭失以及货物或其任何部分的未交付或者错误交付承担责任，除非该灭失或者未交付或者错误交付的货物当时正处于公司实际看管中，由公司实际控制，且该种该灭失或者未交付或者错误交付是因为公司的重大过失或者有意的不良行为而造成。

- 11.5. The Company shall not be liable for the non-compliance with any instructions given to it unless it is proven that the same was due to gross negligence or willful misconduct of the Company.

公司不应当对任何偏离指示而承担责任，除非可以证明该偏离是因为公司的重大过失或者有意的不良行为而造成。

12. No Warranty; No Consequential Damages; Limitation of Liability; Time Bar

非保证；无附随损害赔偿金；责任限制和时效

12.1. THE COMPANY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE GOODS OR SERVICES.

公司对货物及服务不作任何的陈述或者保证。

12.2. Limitation of Liability. NOTWITHSTANDING ANYTHING SET FORTH HEREIN OR IN ANY OTHER DOCUMENT TO THE CONTRARY, TO THE EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR SPECIAL DAMAGE, COVER DAMAGES OR LOST PROFITS, DIMINUTION IN VALUE, OR ANY OTHER DAMAGES WHATSOEVER RELATING TO OR RESULTING FROM THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT AND/OR THESE FORWARDING AND WAREHOUSING CONDITIONS, REGARDLESS OF WHETHER THE LIABILITY RESULTED FROM ANY GENERAL OR PARTICULAR REQUIREMENT OR NEED WHICH THE COMPANY KNEW OR SHOULD HAVE KNOWN OF AND REGARDLESS OF WHETHER THE CLAIM IN QUESTION IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE. IN THE EVENT THAT ANY TERM OF THE AGREEMENT OR OF THESE FORWARDING AND WAREHOUSING CONDITIONS IS FOUND UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, OR ANY EXCLUSIVE

REMEDY FAILS OF ITS ESSENTIAL PURPOSE, THIS PROVISION OF THIS WAIVER SHALL NEVERTHELESS CONTINUE IN FULL FORCE AND EFFECT.

责任限制。即便本货代及仓储条款或者其他文件可能有任何相反规定，在法律允许的范围内，公司对客户或者第三方都不负责任，无论是任何附随性、惩罚性、间接性或者特定的损害，外部损害或者利润损失，价值的稀释，或者与协议针对的交易有关的和/或本货代及仓储条款有关的，或者由其引起的损害相关的责任，而不论该责任是否是公司知道或者应当知道的一般性或者特别性的要求或者需要而造成，并且不论所涉索赔是否是基于保证条款、合同、过失、严格责任、侵权或者其他。即使本货代及仓储条款的任一条款因为任何理由而被视为不合理或者不可执行，或者任何排他性救济未能达到其最终的目的，本免责条款的规定始终继续有效并予以适用。

- 12.3. NOTWITHSTANDING ANYTHING SET FORTH HEREIN OR IN ANY OTHER DOCUMENT TO THE CONTRARY, TO THE EXTENT PERMITTED BY LAW, IN THE EVENT THE COMPANY IS PROVEN TO BE LIABLE TO CUSTOMER FOR ANY AMOUNTS, IN EACH CASE, REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH AMOUNT(S) IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, THE MAXIMUM AGGREGATE LIABILITY OF THE COMPANY ARISING OUT OF OR RELATING TO THE AGREEMENT OR THESE FORWARDING AND WAREHOUSING CONDITIONS OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL NOT EXCEED THE LESSER OF (A) THE ACTUAL VALUE OF THE DAMAGED OR LOST GOODS (AS EVIDENCED BY THE RELEVANT INVOICE(S) RELATING TO THE GOODS), (B) THE AGGREGATE FEES PAID UNDER THE AGREEMENT, OR (C) US\$100,000.**

即便本货代及仓储条款或者其他文件可能有任何相反规定，在法律允许的范围内，如果公司被证明应当对客户承担责任，则在每一该种情况下，无论索赔是否是基于保证条款、合同、过失、严格责任、侵权或者其他，公司因协议或者货代及仓储条款或者其所针对交易所应承担的责任总额都不应当超过：（a）（由货物相关发票等证明的）受损或者灭失货物的实际价值；（b）依据协议所支付的总的费用；或者（c）100,000.00美元，以较低者为准。

- 12.4. The Company may, by a written agreement with the Customer, accept liability in excess of the limits set out in Clause 12.3 above provided that the Customer agrees to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges shall be provided upon request.**

经公司与客户签署书面协议，公司可以承担超过以上第12.3条规定限额的责任，但是客户应同意支付公司因承担此种增加责任而产生的额外费用。有关向客户收取额外费用的详细信息将根据要求予以提供。

- 12.5. Notwithstanding anything set forth herein to the contrary, the Company shall have no liability to Customer or to any other Persons and the Company shall be discharged from any and all such liability whatsoever to the Customer unless:**

即便本条款和条件中可能有不同规定，但除非具有以下情形，否则公司对客户和第三人不承担任何责任，且应当被免除针对客户的所有责任：

- (i) in respect of any damage to the Goods or any part thereof, a notice in writing by the Customer is received by the Company within seven (7)**

days after the Customer takes delivery of the Goods;
就货物或其任何部分的损坏，公司自客户接收货物后7天内收到客户的书面通知；

- (ii) **in respect of any loss or non-delivery of the Goods or any part thereof, a notice in writing by the Customer is received within fourteen (14) days of the date when the Goods or such part thereof should have been delivered.**
就货物或其任何部分的灭失或未交付，公司自该货物或该部分货物预定交付之日后14天内收到客户的书面通知。

12.6. Notwithstanding the provisions of Clause 12.4 above, in no event shall the Company be liable to the Customer or to any other Persons with respect to any Services provided to the Customer whatsoever and howsoever arising, or with respect to any Services which the Company has undertaken to provide, unless written notice thereof is given to the Company and suit is brought against the Company within twelve (12) months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.

即便有以上第12.4条的规定，如果就公司为客户提供的服务，或者公司承诺提供的服务，未能在有关诉讼所涉事件发生之日起12个月内给公司书面通知并向公司提起诉讼，则公司对客户或者任何第三方都不再承担任何责任。

12.7. The defenses and limits for liability set forth in the Forwarding and Warehousing Conditions shall apply in any action against the Company whether such action is based on warranty, contract, negligence, strict liability, tort or otherwise.

本货代及仓储条款中规定的所有抗辩和责任限制应当适用于针对公司的所有诉讼，无论该诉讼是基于保证条款、合同、过失、严格责任、侵权或者其他。

13. Declaration 申报

13.1 The Company shall be under no obligation to make any declaration which may be required under any statute, convention or contract as with regards to the nature or value of the Goods or with regards to any special requirements relating to the delivery of the Goods unless expressly instructed by the Customer in writing and the Company agrees in writing to make such declaration or expresses such agreement by making such declaration.

公司无义务按照法律、公约或者合同的要求，就货物性质、价值，或者任何与货物交付有关的任何特殊要求而做出任何申报，除非客户有明确的书面指示，且公司以书面或者通过进行此种申报的方式对此表示接受。

13.2 The Customer warrants that the Customer shall be responsible for any restriction or penalties which may be imposed by relevant authorities in China or any other jurisdiction outside of China for the Goods, for instance, limit of bonded storage as may be imposed by such authorities or any other applicable rules; and Client shall bear the responsibility for any cost and/or failure to comply with the laws or rules of such authorities which may result in fines, penalties or confiscation.

客户进一步保证其将对中国有关部门或任何中国以外的部门对货物所采取的任何限制或罚款负责，例如中国海关实施的最长保税储存期或任何其他适用的规则；客户需自行承担任何因触犯相关法律法规或海关规则所导致的罚款、滞纳金或货物没收。

14. Force Majeure 不可抗力

14.1 The Company shall not be liable for any loss, damage to, deterioration and/or destruction of the Goods, or for any delay in the performance or non-performance of any of the terms set forth herein that arise in whole or in part to any cause not within the control of the Company, whether now or hereafter existing, including without limitation, the following:

如果（全部或者部分）因公司无法控制的因素而造成货物的灭失、损坏、变质或者毁损，或者迟延履行或不履行，则无论该因素是现存或者之后产生的，包括但不限于以下情况，公司都不应当承担赔偿责任：

(i) terrorism, existing or threatened war (declared or undeclared), hostilities, warlike operations, civil war or civil commotion, revolution or the operations of international law, governmental decree, requisitioning, legislation or expropriation, confiscation orders, court orders, injunctions or third party claims, official action, quarantine, civil disturbance, sabotage or power breakdown, strike, lock-out, interference with communications, lack of transport, labour and/or storage accommodation;

恐怖活动、现存的战争或者战争的威胁（无论是否宣战）、敌对行为、类似战争的行动、内战或者内乱、革命或者国际法的生效、政府性条例、征用、立法或者征收、没收指令、法院命令、禁令或者第三方索赔、政府行动、检疫、内乱、阴谋破坏或者电力故障、动乱、罢工、封闭工厂、通讯干扰、缺乏运输/人力和/或仓储设施

(ii) storm, fire, fog, lightning, flood, high and low tide, frost, freezing, ice, heat, smoke, explosion, water used for extinguishing fires, burst water piping, tempest, earthquake, typhoon or other extraneous calamity or Acts of God;

风暴、火灾、大雾、闪电、洪水、高低潮、结霜、严寒、结冰、受热，烟雾、爆炸、灭火使用的水、水管爆裂、风暴、地震、台风或者任何其他特殊性质的灾害或者天灾；

(iii) subsidence and/or collapse of the ground and/or any storage facility, water leakage or seepage, dampness, odour, stench, worms and rodents, damage through rats, mice, insects and other creatures;

地基和/或任何仓储设施的塌陷和/或倒塌，漏水或者渗漏，臭味，臭气，蠕虫和鼠害，因老鼠、田鼠、害虫和其他生物造成的损害；

(iv) the natural properties of the Goods, inherent changes in quality, spontaneous deterioration, self-generated heat, combustion, explosion, drying, mould, yeasts, leaks, rot and mildew, rust and sweating;

货物的自然天性、品质的内在变化、自然的变质、自热、燃烧、爆炸、脱水、霉变、发酵、泄漏、腐烂和受潮、生锈和渗水；

(v) breakage of glass, wickered bottles and flasks, cast-iron and other brittle articles, inadequate packing;

因包装不充分引起的玻璃、柳条编热水瓶和烧瓶，铸铁和其他易碎物品破裂；

(vi) any hardship or any circumstances making performance unreasonably burdensome or all other causes which are beyond the control of the Company.

任何困难、任何状况导致公司无力履行义务或公司不能控制的所有其他原因。

- 14.2 In the event of force majeure which prevents, hinders or delay the performance of the Company as required under any Agreement, which persist exceeding six (6) months or cannot be permanently removed, the Company may terminate such Agreement with Customer with immediate effect, without any further liability to the Customer, except that the Customer shall immediately become liable for any fees incurred up to and including the date of termination.

任何不可抗力事件阻碍、妨碍或延误公司对协议的履行，持续超过6个月或无法永久性消除，公司有权立即终止与客户的该协议且不对客户承担任何进一步的责任；唯客户需立即对任何截至协议终止日(包括终止日当天)所产生的费用负责。

- 14.3 All additional costs which may be incurred as a result of a force majeure event, including but not limited to transportation and storage charges, warehouse or yard rentals, demurrage for vessels or trucks, insurance premium, charges in respect of delivery from warehouses, bonded or otherwise, shall be borne by the Customer and shall form part of the debt due and owing to the Company by the Customer mentioned in Clause 9 "General Term for Payment of Fees," hereof on which interest shall be chargeable.

所有因为不可抗力事件而产生的额外费用，包括但不限于运费和仓储费用，仓库或者场站租赁费用，船舶、卡车滞期费，保险费、从仓库（保税或非保税）交付货物的收费等，都应当由客户承担，并构成第9条“费用支付通用条款”中客户对公司的到期债务或者应付款项，且可收取利息。

15. Hazardous and other Goods 危险品和其他货物

- 15.1 Except under special arrangements previously agreed to in writing by the Company, the Company shall not accept or handle any noxious, dangerous, hazardous or inflammable or explosive goods or any goods which, in the opinion of the Company, is likely to cause damage to any person or property whatsoever, as determined by the Company in its sole and absolute discretion. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle any such goods otherwise than under special arrangements previously made in writing between the parties, the Customer shall be liable for all losses, damage or expenses whatsoever caused, suffered or incurred by the Company or any losses or damage caused to or in connection with the goods however arising. Such Goods may be destroyed or otherwise dealt with at the Customer's sole risk and expense and at the sole and absolute discretion of the Company or any other Person in whose custody the goods may be at the relevant time. If such goods are accepted under any arrangement previously made in writing, they may nevertheless be destroyed or dealt with in any manner at the sole and absolute discretion of the Company on account of risk to other goods, property, life or health. The expression "goods likely to cause damage" includes goods which are likely to harbour or encourage vermin or other pests.

除非事先有专门约定且经公司书面同意，公司将不接受或者操作，根据公司的独立和绝对的判断，任何有毒的、危险的、有害的或者易燃、易爆的货物，或者任何根据公司看法可能给其他任何人员或者财产造成损害的货物。如果在没有事先专门约定的情况下，客户仍然交付此种货物给公司，或者促使公司操作此种货物，则对公司因此而遭受或产生的任何损失、损害或者支出，或者货物的任何灭失或者损坏，客户应当承担全部责任。根据公司或者在当时掌管货物的人的独立和绝对判断，此种货物可被销毁或者以其他方式进行处置，并由客户承担所有的风险和费用。

即便货物是根据事先的专门约定而被接受，如果其对其他货物、财产、人的生命或者健康造成危险，则公司仍然可以根据自己的独立和绝对判断，将其销毁，或者以任何其他方式予以处置。“货物可能造成损害”的表示包括货物可能含有或者可能诱发寄生虫或者其他害虫。

- 15.2 Except under special arrangements previously made in writing between the parties, the Company shall not accept or handle any bullion, coins, precious stones, jewelry, valuable, antiques, pictures, livestock or plants. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle any such goods otherwise than under special arrangements previously made in writing between the parties and agreed to in writing by the Company, the Company shall be under no liability whatsoever for any loss and/or damage to the goods.

除非各方之间事先有专门约定并经公司书面同意，公司将不会接受或者处理任何金银块、硬币、宝石、珠宝、贵重物品、古董、字画、牲畜或者植物。如果客户未经双方之间事先专门约定而交付了此种货物给公司，或者促使公司操作此种货物，则公司对货物因此而产生的任何后果（灭失和/或损坏）都不承担责任。

16. **Lien and Right of Retention of Goods, Documents, etc. 对货物和文件留置权等**

- 16.1 The Company shall be entitled to retain the Goods, any document relating to the Goods and moneys which the Company may hold on behalf of the Customer at the Customer's sole expense and risk until the Fees and all other charges, costs and expenses which are due and payable to the Company has been paid to the Company or, if the Goods are to be forwarded on to other parties, to collect the sum due on the subsequent delivery or draw a bill therefore with the shipping documents annexed.

公司有权留置货物、任何与货物有关的文件，以及公司代表客户持有的任何款项，并由客户自己承担费用和 risk，直至应当支付给公司的费用和任何到期应付的其他收费、成本和支出被支付给公司；或者，在货物将被转运给其他方的情况下，在后续货物交付时收取到期款项，或随附运输单证开具汇票。

- 16.2 All such Goods, documents and/or moneys received pursuant to Agreement, shall be held by the Company subject to a general lien and right of retention, whether such lien and right are afforded by law, the Forwarding and Warehousing Conditions or otherwise, for money due to the Company whether in respect of the Fees or for other expenses, charges or costs payable to the company by the Customer and/or the owner of the Goods. The lien and right of retention shall also extend to any insurance claims collected on behalf of the Customer by the Company, and as far as necessary, the right shall be deemed to have been transferred to the Company for further security.

所有此种货物、文件和/或款项都应当由公司持有，作为应付公司到期款项的一般留置(无论该留置权是基于法律、本货代及仓储条款，或者其他依据而产生)标的，无论其是否是基于客户和/或货物所有人应当支付给公司的费用或者其他支出、收费或者成本。留置权应当也扩展至任何公司代表客户可以收取的保险金请求权，并且在必要时，该权利应当视为已经转让给公司作为进一步担保。

- 16.3 In the event that the Customer fails to make payment of the Fees or any other moneys whatsoever due to the Company within fourteen (14) days after notice has been given to the Customer to make payment, the Company shall be entitled to utilise any and all such moneys held by the Company and/or sell the

Goods by auction, private sale or otherwise at the Company's sole and absolute discretion and at the expense of the Customer and the net proceeds (after deduction of sale expenses, storage charges, etc.) may be applied by the Company in or towards satisfaction of such indebtedness by the Customer to the Company. Provided that in the case of perishable goods, the Company need not await the expiry of the aforesaid fourteen (14) days and may exercise such rights of sale earlier at the Company's sole and absolute discretion. Any balance of the proceeds from the sale of the Goods and/or any balance of the moneys held by the Company after the proceeds of sale and/or the moneys have been applied in or towards the satisfaction of such indebtedness by the Customer to the Company shall be paid to the Customer.

如果客户在收到付款通知后14天内未能支付费用或者任何其他应付给公司的款项，则公司有权用公司持有的款项，和/或用公司根据自己的绝对判断、由客户承担费用、以拍卖、变卖或者其他方式销售货物而取得的该净收益（在扣除销售支出、仓储费用等），清偿客户所欠公司的债务。如果是易腐货物，公司无需等待前述14天期限的到期，可以直接根据公司的独立和绝对判断，在到期前行使出售权。如果出售货物的收益和/或公司持有的款项在偿还所有客户所欠公司债务后仍有余额的，则该余额应当支付给客户。

16.4 The Customer shall still be responsible for storage fees and any other applicable fee for the Goods as per Agreement during detention under the lien. 客户必须对被留置的货物所产生的仓储及任何其他费用依据协议负责。

17. Indemnity 补偿

17.1 **The Customer covenants and agrees to indemnify, defend (with counsel acceptable to the Company), save and hold harmless the Company, its subsidiaries and affiliates, and their respective officers, directors, agents, employees, successors and assigns (collectively, the "Indemnitees"), from and against any and all Losses (as hereinafter defined) of whatsoever kind and nature, whether incurred by the Company or alleged by others, in warranty, contract, negligence, strict liability, tort or otherwise, arising in whole or in part as a result of, or in connection with, any of the following: (i) any breach of any representation or warranty set forth in the Agreement or these Forwarding and Warehousing Conditions by Customer, its directors, officers, employees, agents, subcontractors or parties on whose behalf Customer is acting and entering into the Agreement (collectively, the "Customer Parties"), (ii) negligence of any Customer Party, (iii) any defect of any kind in the Goods, (iv) any act or omission of any Customer Party, (v) violation of any Law by any Customer Party, (vi) an Indemnatee following the instructions of any Customer Party or implementing any such instruction, (vii) any servant, agent or subcontractor or any hauler, carrier, warehousemen, or other Person or party whomsoever who may at any time be involved with the Goods, (viii) any insufficiency of the packing of the Goods, (ix) any one or more of the matters provided for in Clause 24.3 below, (x) the Company's furnishing of a confirmation for the receipt of the Goods pursuant to Clause 7.3, (xi) inaccuracy of any descriptions, particulars and/or information concerning the Goods that is furnished by a Customer Party or on its behalf, even if such inaccuracy is not due (whether in whole or in part) to any negligence or fault on the part of a Customer Party, (xii) any and all Taxes and Other Payments, (xiii) failure any Customer Party to pay any indebtedness, (xiv) any injury to or death of any Person or damage to property caused by or resulting from the Goods and/or the**

action or inaction on the part of any Customer Party, (xv) in connection with Clause 15.1, and (xvi) any general average (voluntary sacrifice) or any claims of general average (claims for extra-ordinary expenditures incurred). As used herein “Losses” means any and all liabilities, obligations, suits, claims, losses, damages, judgments, awards, penalties, injuries, actions, costs, fees and expenses (including attorneys’ fees and disbursements and costs of investigation, litigation, alternative dispute resolution, settlement, judgment, interest and penalties)

客户承诺并同意补偿公司、公司分支机构和关联企业，以及他们各自的高管、董事、代理、雇员、承继人和受让人（合称“被补偿人”），为他们抗辩(以经公司可接受的律师)，并使其免受任何种类和性质的损失，无论该损失是否由公司引起，或者由第三方所宣称，是基于保证条款、合同、过失、严格责任、侵权或者其他，也无论是否全部或者部分由如下原因引起，或与其相关：(i) 客户或者其董事、高管、雇员、代理、分包商，或者客户所代表并为其签署协议的有关方（合称“客户方”）对协议或者货代及仓储条款中任何陈述和保证条款的违反；

(ii) 客户方的任何过失；(iii) 货物存在的任何种类的缺陷；(iv) 客户方的任何作为或者不作为；(v) 客户方违反任何法律；(vi) 任一被补偿人遵从任何客户方的指令，或者执行此种指令；(vii) 任何劳务人员、代理或者分包商，或者任何吊装方、承运人、仓储经营人，或者其他任何时间可能与货物有关的人员；(viii) 货物包装方面的任何不足；

(ix) 以下第24.3条规定事项的一个或者多个；(x) 公司根据第7.3条的规定，就接收货物提供确认函；(xi) 任一客户方或者其代表所提供的与货物有关的描述、相关情况和/或者信息是不准确的，即便该不准确并非（全部或者部分）由于客户方的过失或者过错引起；(xii) 任何和所有的税收和其他付款；(xiii) 任何客户方未能支付任何负债；(xiv) 由于货物和/或者客户方的作为/不作为而引起或者产生的任何人员受伤/死亡，或者财产损失；(xv) 与第15.1条有关的事项；(xvi) 任何共同海损或与其有关的索赔（索要所产生的额外支出）。本条所指的“损失”指任何和所有责任、义务、诉讼、索赔、损失、损害赔偿金、判决、裁决、罚金、伤害、诉讼措施、成本、收费和支出（包括律师费、杂费和调查费用，诉讼、替代争端解决，和解、判决、利息和罚金）。

17.2 The indemnification provided for herein is without prejudice to any other rights or remedies any Indemnitee may have under any Law. Matters covered by the foregoing indemnity including by way of example, but not of limitation: (i) damages for personal injury, disease or death; (ii) damages for injury to personal or real property; (iii) natural resource damages; (iv) any and all costs or recalls of such Goods or products, including by way of example, but not of limitation, costs incurred in transportation, labor, removal, installation, fines, penalties and attorneys’ fees, and (v) all expenses, costs and fees incurred by any Indemnitee as a result of any claim for indemnification hereunder.

本处所规定的补偿不损害任何受补偿人根据任何法律可以享有的其他权利和救济。前述的补偿条款所涉及事项包括但不限于，比如：(i) 人身伤害，疾病或者死亡的损害赔偿金；(ii) 对人身伤害或者财产损害的赔偿金；(iii) 自然资源损害赔偿金；(iv) 与货物或者产品有关的任何和所有费用，或者召回，包括但不限于因交通、人力、搬迁、安装产生的费用，罚金、罚款和律师费；(v) 因本补偿条款下任何索赔而给任何被补偿人造成的任何支出、成本和费用。

17.3. To the extent permitted by Law, if any Customer Party enters upon any premises owned, leased or controlled by any Indemnitee, such Customer Party hereby waives, and hereby agrees to indemnify, defend and hold the Indemnitees harmless from, any and all Losses that any such Customer Party may have or incur as a result of their presence on said premises,

whether or not arising out of any act or omission (whether or not negligent) of any Indemnitee.

在法律允许的范围内，如果客户方进入任一被补偿方所拥有、租赁或者控制的任何场所，该客户方应当放弃索赔，并兹此同意补偿被补偿方、为其抗辩，使其免受因客户方出现在此场所而可能造成的任何和所有的损失，无论该损失是否因为被补偿方的作为或者不作为（无论是否过失）而引起。

17.4 This indemnity shall survive the expiration, termination, or cancellation of the Agreement.

本补偿在协议到期、终止或者撤销后仍然有效。

18. Time bar 时效

18.1 In no event shall the Company be liable to the Customer or to any other Persons with respect to any loss, damage or decrease in quantity of the Goods or in general, on account of failure by the Company to comply with any of its obligations whatsoever or howsoever arising, unless written notice thereof is given to the Company and suit is brought against the Company within twelve (12) months from the date of the event or occurrence alleged to give rise to a cause of action against the Company. In relation to any loss, damage or decrease in quantity of the Goods in so far as the Company has not notified the Customer of such loss, damage or decrease in quantity, the said period of twelve (12) months shall commence on the day after which the Company notifies the Customer of such loss, damage or decrease in quantity.

如果因公司未能履行有关义务（无论何种原因或者如何产生），造成任何货物的灭失、损害、数量减少等，而客户或者任何其他人未能在所涉事件或者所称诉因发生之日起12个月内给予公司书面通知并针对公司提起诉讼的，则公司对客户和该其他人不承担任何责任。如果就任何货物的灭失、损害、数量减少等，公司未在该种事件发生后通知客户的，则12个月的期限应当自公司通知客户该货物灭失、损害、数量减少等事件之日起算。

19. Governing Law and Jurisdiction 适用法律和管辖

19.1 The Agreement shall be governed by and shall be construed in accordance with the laws of **China**, unless the Agreement manifestly provided otherwise. 除非协议另有明确规定，协议应当依据**中国**法律予以管辖和解释。

19.2 Unless otherwise provided in the Agreement, the Customer agrees that any claim, dispute or matter arising out of or in connection with the Agreement or its enforceability, including, without limitation, any contractual claim, dispute or matter shall be discussed and resolved amicably between the parties and if not resolved, the dispute shall be submitted to **Shanghai Arbitration Commission Pudong International Arbitration Centre** for arbitration. The arbitration award shall be final and binding upon both Parties.

除非协议另行规定，客户同意，就因协议产生的包括与协议的存在、有效或终止有关的任何问题引起的或与之有关的任何争议，应由双方友好协商解决。如无法解决，该争议将交由**上海仲裁委员会浦东国际中心仲裁**解决。仲裁裁决将是终局的，对双方当事人都具有约束力。

20. Miscellaneous 其他规定

- 20.1 The Customer is duly authorized to enter into the Agreement and these Forwarding and Warehousing Conditions and to perform its obligations under the Agreement and these Forwarding and Warehousing Conditions and possesses all licenses, permits, consents and approvals required by relevant law to conduct all business which it conducts with respect to the Goods.
客户业经适当授权以签署协议和本货代及仓储条款，并履行相关义务，且拥有相关法律要求的进行与货物有关业务所需的所有证照、许可、同意和批准。
- 20.2 No course of prior dealings and no usage of trade shall be relevant to supplement or explain any terms used in the Agreement or in these Forwarding and Warehousing Conditions. The Agreement and these Forwarding and Warehousing Conditions shall be binding upon Customer and its successors and permitted assigns.
之前的业务情况或者交易惯例与协议或者本货代及仓储条款的任何条款的执行或者解释都无关联。协议和本货代及仓储条款对客户、其承继人和经许可的受让方都具有约束力。
- 20.3 If any provision of the Agreement or these Forwarding and Warehousing Conditions, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, the remainder of the Agreement and Forwarding and Warehousing Conditions shall continue in full force and effect and the application of such provision to other Persons or circumstances shall be interpreted so as reasonably to effect the intent of these Forwarding and Warehousing Conditions.
如果协议或者本货代及仓储条款的任何条款或者其适用，变成或者被有权法院宣告非法、无效或者不可执行，协议和货代及仓储条款的其余部分应继续有效，且该条款在适用于其他人员和情况时，应当适当解释，使其合理实现本货代及仓储条款的意图。
- 20.4 Customer shall comply with all laws pertaining to the Goods.
客户应当遵守与货物有关的所有法律。
- 20.5 The failure by the Company to insist, in any one or more instances, upon the performance of any of the terms or conditions of the Agreement or these Forwarding and Warehousing Conditions, or to exercise any right or remedy hereunder, shall not be construed as a waiver of the future performance of any such terms or conditions or the future exercise of such right or remedy.
公司（一个或者多个情况下）未能坚持执行协议或者本货代及仓储条款和条件的任何条款和规定，或者实施所其内规定的任何权利或者救济，不应当被解释为放弃未来对此条款和条件的执行，或者未来对此权利和救济的放弃。
- 20.6 The Forwarding and Warehousing Conditions shall be deemed to be incorporated in and form part of the Agreement. All transactions between the Company and the Customer shall be governed by this Forwarding and Warehousing Conditions together with the Agreement. In the event of any conflict between the terms of the Agreement and this Forwarding and Warehousing Conditions, the terms of the Agreement shall prevail. In the event of anything not mentioned in the Agreement, the Forwarding and Warehousing Conditions shall govern.
货代和仓储条款将被视为并入协议，是协议的一部分。所有公司与客户之间的生意往来将由货代和仓储条款与协议共同支配。若协议与本标准条款和条件发生冲突，以协议条款为准。协议中未尽事项，应适用货代和仓储条款。

- 20.7 The headings used herein are for convenience only and do not form a substantive part of these Forwarding and Warehousing Conditions.
有关标题仅为方便目的而使用，不构成本货代及仓储条款的实体部分。
- 20.8 By requesting that the Company perform the Services and/or by executing the booking confirmation and/or other documentation to which these Forwarding and Warehousing Conditions are attached, Customer covenants and agrees to be bound by the terms hereof and represents and warrants the truth and accuracy of the matters set forth herein to be represented and/or warranted by Customer.
通过要求公司执行有关服务和/或签署附有本货代及仓储条款的所有预约书、确认书和/或其他书面文件，客户承诺并同意受本条款和条件有关条款的约束，陈述并保证其内所规定的客户应当陈述和保证事项的真实和准确性。
- 20.9 These Forwarding and Warehousing Conditions are made in both Chinese and English. In case of any discrepancy, English version will prevail.
本货代与仓储条件以中、英文书写。如果出现分歧，以英文文本为准。

21. Termination 协议终止

- 21.1 The Company shall have the right to terminate the Agreement by written notice to the Customer. The Company's obligation under the Agreement shall end and terminate in any event from the last day of service of such termination.
公司有权以书面形式通知客户以终止协议。无论任何情况下，终止协议通知期满后，公司在协议下的责任与义务将结束与终止。
- 21.2 Notwithstanding anything herein to the contrary, the Company may at any time terminate the Agreement by written notice to the Customer, effective immediately if:
无论是否与协议规定相反，公司可在书面通知客户的情况下立即终止协议：
- (a) the Customer commits a material breach of any of the terms of these Forwarding and Warehousing Conditions and such breach is not cured within thirty (30) days after the Customer being notified by the Company; or
客户实质性违反了本货代及仓储条款，且该违约未能在公司通知客户三十天（30）内纠正；或
- (b) the Customer goes into liquidation or is unable to pay its debts or commits an act of bankruptcy under the laws of its relevant jurisdiction of incorporation, or if a receiver is appointed over any of its assets; or
客户进入清算，或无力偿还债务，或根据相关法律规定宣布破产，或已指定财产接受人接管其任何资产；或
- (c) the Customer fails to pay the Fees payable to the Company as per clauses 9 and 41 of these Forwarding and Warehousing Conditions.
客户未能支付本货代及仓储条款的第9及第41条款中的费用。
- 21.3 In the event that the Customer terminates the Agreement unilaterally, the Company shall be entitled to a reasonable compensation for the loss it suffers as a result of the termination of the Agreement.
如果客户单方面终止协议，公司有权就协议终止而遭受的损失获得合理

赔偿。

CHAPTER II
FORWARDING CONDITIONS
第二章 货贷条款

Scope 范围

Scope of Services covered by Forwarding Conditions includes but is not limited to arranging for transportation, delivery, loading, unloading, packing of the Goods, arranging for container, weighing, tallying, customs declaration/clearance or any other disposal of Goods, pursuant to Agreement or as per written instruction of Customers. 货代条款适用于公司根据协议或客户的书面指示提供的服务范围，包括但不限于安排运输、交付、装载、卸载、包装货物、安排集装箱、称重、理货、报关、清关等有关货物处置等。

22. Transportation 运输

22.1 In all instances where the Company receives Goods for shipment or transport, Company shall be deemed to take the Goods as an authorised agent of the Customer and the Goods remain entirely at the risk and expenses of the Customer and all costs shall be at the account of the Customer.

任何时候公司接受船运或运送货物时，公司仅是客户对该货物的授权代理人，客户将承担所有货物的风险及费用，且所有费用该由客户付账。

22.2 The Company is entitled but not obliged to examine or inspect or take any further action to check the Goods which are landed or discharged from any vessel, aircraft, vehicle, or transport unit.

公司有权但无义务，检查或察看或采取任何进一步行动查看，从船舶、飞机、车辆或其他交通工具登陆或放行的货物。

22.3 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.

在其服务期间，若运送者拒绝承认由公司交接货物的数量或重量，公司对客户不承担任何损失或损害（无论如何造成）。

22.4 The non-availability of a berthing or parking place or storage space, upon arrival of transport of the Company or the Customer, is considered to be a circumstance beyond the Company's control and no responsibility shall attach to the Company for failure to secure such place or space.

当公司或客户的运输工具抵达时，若有泊位、停车位或仓储位的不足，此情况皆为公司不能控制的范围之内；公司对未能取得所需的地方或空间无须承担任何责任。

22.5 The Company is not responsible for any collection or holding of monies for the Customer or any third party's behalf in any event, for instance monies due on delivery of Goods shipped on cash-on-delivery terms.

在任何情况下公司不负任何替客户或第三方收取或持有任何款项，例如由于交付的货物发运须货到付款的款项。

23. Delivery / Loading / Unloading 交付/装载/卸载

23.1 Any statement by the Customer as to the time of delivery of the Goods shall

not be binding on the Company and the Company shall not be taken to guarantee the arrival time of the Goods as the Company shall arrange at its sole discretion at rate of speed at which Services shall be delivered.

客户就货物交付时间的任何说明不能约束公司，而公司也不得被认为对货物抵达时间作出担保，公司将自主判断并安排其提供服务的速度。

- 23.2 In the event that the loading and/or unloading time under any bill of lading and/or charter party in respect of the Goods is inadequate regardless of the cause thereof, all costs resulting therefrom, including but not limited to any demurrage charges shall be borne by the Customer, notwithstanding that the Company was the party that accepted or entered into the bill of lading and/or charter party from which such aforesaid costs arise.

如果任何与货物有关的提单和/或租约中规定的装载/卸载时间不够，则不论是何种原因，客户都应当承担由此而产生的所有费用，包括但不限于滞期费等，即便公司是接受或者缔结产生前述费用的提单和/或租约的一方。

- 23.3 Any additional expenses of an exceptional nature, including but not limited to any higher wages arising from the loading and/or unloading of the Goods outside the Working Hours shall not be included in the Fees, unless specifically stipulated in writing and agreed to by the Company, and all such expenses shall be borne by the Customer.

任何特殊性质的额外费用，包括但不限于任何因为在工作时间以外装卸货物而产生的额外工资，都不包括在费用内，并应由客户承担，除非另有明确书面约定及经公司同意。

- 23.4 Unless otherwise stipulated in writing and agreed to by the Company, the following expenses shall be charged to the Customer and shall be payable by the Customer and are not included in the Fees: postage expenses, facsimile, teleprinter, telegram and telephone charges, stamp fees, import duties and excise, statistical duties, consular and attestation fees, customs formalities, costs of preparing shipping documents and obtaining bankers' guarantees (if any), cost of weighing, measuring, tallying, taring, sampling and repairing, bundling or rebundling, packing or repacking, crantage, additional costs of handling heavy objects, insurance premiums, all extra costs such as warehousing charges and quayside charges or wharfage charges for consignments missing a connection, demurrage for detention or delay of vessels, trucks or other transport, hire of tarpaulins, overtime pay, the cost of working outside the Working Hours, cost of providing watchmen and all other out-of-pocket expenses whatsoever. The Company shall issue a separate invoice in respect of such aforesaid expenses, fees, duties whatsoever and the Customer shall pay all such expenses, fees, duties whatsoever to the Company within fourteen (14) days of its receipt of the invoice by the Company.

除非另有书面约定及经公司同意，费用不包括将向客户收取的邮费，电传、电报和电话费用，印花税，进口关税和税费，统计税费，领事和认证费用，海关手续，准备运输单证和取得银行担保（如有）的费用，称重、测量、理货、配载、抽样和修理、捆扎或解捆、包装或拆包、起重等费用，操作重物的额外费用，保险费，任何额外费用（比如仓储费用、因货物遗漏站点的码头费用），因船舶、卡车或者其他运输工具扣押或者延误而产生的滞期费，帆布租赁，加班费用，工作时间以外工作产生的费用，提供警卫费用，以及所有任何性质的实付开支。公司应当就前述支出、费用、税费等开具单独的发票，而客户应当在收到公司开具的此类发票后14天内支付此类支出、费用或税费等给公司。

- 23.5 Unless otherwise agreed to by the Company in writing, the Customer shall pay to the Company immediately all freight, duties, and all other costs and expenses relating to the transportation of the Goods and/or customs requirements upon arrival or dispatch of the Goods which are being received or forwarded by the Company respectively. Any risk of currency exchange fluctuations shall be borne by the Customer.
除非公司以书面方式另行同意，否则客户应当在货物抵达或者发送而公司相应接收或者转运时，立即支付给公司所有与货物和/或海关要求相关的所有运费、税费和其他费用和支出。任何外汇汇率波动风险都应当由客户承担。
- 23.6 Where the Goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee of the Goods or any other persons, the Customer shall remain liable for the same if the relevant charges are not paid by such consignee or other person forthwith on the due date for payment or upon demand by the Company.
如果接收或者操作的货物含有从货物收货人或者任何第三人处收取运费、税费、收费或者其他支出的指示，则当该收货人或者第三人未能在到期付款日或者公司要求时立即付款的，客户仍然应当就此付款承担责任。
- 23.7 The Company shall not be obliged to furnish or advance any deposit or guarantee for monies which the Customer is responsible, including but not limited to, for the payment of any freight, duties and/or other costs and expenses relating to the Goods in the event the same is required by the relevant authority or party. In the event that the Company furnishes security out of its own resources, the Customer shall make payment to the Company of the amount for which security has been furnished immediately upon demand by the Company. Any and all consequences arising from the failure to comply with a demand to furnish such security shall be borne by the Customer.
公司无义务提供客户应当负责的关于任何与货物有关的运费、税费和/或其他费用和支出的担保。如果公司使用自己的资源提供了担保，则客户应当在公司要求时，即刻支付担保所涉的金额给公司。因未能按照要求提供该担保而产生的任何和所有后果都应当由客户承担。
- 23.8 Without prejudice to the generality of the other provisions in the Forwarding Conditions, the Company shall not be liable for:
无损本货代条款和条件其他条款的通用性，公司不应当对以下情况承担责任：
- (i) any errors in the particulars relating to the freight, duties and any other costs and expenses relating to the Goods which are stated to be payable and which are notified to the Company by third parties;
第三方告知公司的所谓应当支付的任何与货物相关的运费、税费和其他费用和支出等方面的任何错误；
 - (ii) any errors in the amount of freight, duties and any other costs and expenses which are charged to the Customer. In this regard, any demand for payment of the shortfall of any such freight, duties and any other costs and expenses shall be charged to and be payable by the Customer;
向客户收取的运费、税费和其他费用和支出数额方面的任何错误。就此方面，任何收取此运费、税费和其他费用和支出差额部分的要求都应当发给客户，并由客户支付。
 - (iii) any consequences arising from the refusal by any carrier to sign for the

number of pieces or items, weight, or any other particulars relating to the Goods;
任何因承运人拒绝签署有关货物件数、重量和其他相关信息而引起的任何结果;

- (iv) any error in the particulars of the Goods as stated in any warrants, receipts, delivery orders, confirmations, release instructions or any other similar documents provided by Customers notwithstanding that such error is due to the want of care or negligence on the part of the Customers's employees;

在任何仓单、收据、交付指令、确认书、放货指令或者其他客户所提供的类似文件中关于货物情况描述的错误，尽管该错误是因为客户雇员缺乏谨慎或者疏忽而产生；

- (v) any loss, damage or expense whatsoever suffered or incurred by the Customer as a result of or in any way due to any difference between the time in China and in any other parts of the world where the Customer is located. The Company shall not be obliged to provide or perform any Services outside the Working Hours.

因中国时间与客户所在地时间的不同而使客户遭受或者引起的任何损失、损害或者费用。公司无义务在工作时间以外提供或者执行任何服务。

- 23.9 Where the Company carries out the transportation of the Goods, its obligations shall be governed by the Forwarding Conditions and not by any other agreements, enactments, legislation, rules or regulations whatsoever as may be applicable to a carrier.

如果公司承担货物运输，其义务应当适用此货代条款和条件，而非任何其他协议或者可能适用于承运人的法令、法律、规则或者规章。

- 23.10 Except as herein provided, the Company shall not be liable for any matters whatsoever and however arising, whether in respect of or in connection with the Goods, the Services, any instructions, business, advice, information or otherwise. Advice and information, in whatever form it may be given, are provided by the Company for the Customer only and the Customer shall defend, indemnify and hold harmless the Company for all liability, loss, damage, costs and expenses arising out of any other Person relying on such advice or information.

除非本条款和条件另有规定，公司不应当对任何与货物、服务、指令、业务、意见、信息或者其他原因而引起或者产生的任何事项负责。意见和信息，无论是以何种方式给予，都是由公司提供给客户，且仅供客户使用。就公司因其他依赖该种意见和信息的第三方而遭受的任何责任、损失、损害、费用和支出，客户应当为公司抗辩，补偿公司，使公司免于受损。

24. Warehousing / Storage / Packing of the Goods / Containers **仓储/存放/货物的包装/集装箱**

- 24.1 The Company may warehouse or store the Goods at any place at the sole discretion of the Company pending the forwarding or delivery of the Goods, and all expenses incurred in the warehousing or storage of the Goods shall be payable by the Customer.

在转运或者交付货物之前，公司可根据自主判断将货物仓储或者存放在任何地点，而客户应当承担该仓储或者存放过程中产生的所有费用。

- 24.2 Except where the Company is instructed in writing to pack the Goods, the Customer warrants that all the Goods have been properly and sufficiently packed and the Company shall not be liable for any loss, damage or expenses incurred or suffered by the Customer as a result of the flawed, faulty and/or insufficient packing of the Goods
除非公司经书面指令被要求而包装货物，否则客户保证所有的货物都已经适当且充分包装，并且公司不应当对客户因货物被瑕疵、错误和/或不充分包装而引起或者产生的任何损失、损害或者费用承担责任。
- 24.3 If a container has not been packed or stuffed by the Company, the Company shall not be liable for loss of or damage to the contents thereof if caused by:
如果集装箱不是由公司包装或者装箱，则公司不应当对货物因以下原因而遭受的灭失或者损坏负责：
- (i) the manner in which the container has been packed or stuffed;
因集装箱包装或者装箱的方式；
 - (ii) the unsuitability of the contents for transportation in containers;
因货物不适合集装箱运输；
 - (iii) the unsuitability or defective condition of the container, or arose as a result of the peculiarity of the Goods; or
因集装箱的不适合或者缺陷，或者因货物的特性而引起；或者
 - (iv) the container not being properly sealed at the commencement of any transportation.
集装箱在开始运输前未适当密封。
- 24.4 Where the Company is instructed to provide a container and such instructions are accepted by the Company, as evidenced in writing or by the Company's shipment of the Goods in a container, the Company is not under an obligation to provide a container of any particular type or quality.
在指示公司提供一个集装箱，而公司也以书面或者通过以集装箱装运货物的方式接受此指示时，公司无义务提供特定类型或者品质的集装箱。
- 24.5 The Customer warrants that it has complied with all laws and regulations relating to the nature, condition, packing, handling, storage and transportation of the Goods.
客户保证其已遵守了与货物性质、状况、包装、操作、存放和运输有关的所有法律和规章。客户进一步保证其将对中国有关部门对货物所采取的任何限制或罚款负责，例如中国海关实施的最长期限为一年的保税储存期或任何其他适用的规则；客户需自行承担任何因触犯相关法律法规或海关规则所导致的罚款、滞纳金或货物没收。

25. Tallying / Weighing / Measuring of the Goods 清点/称重/测量货物

- 25.1 All operations such as superintending, sampling, taring, tallying, weighing, measuring, etc., and receiving the Goods under judicial survey, shall be undertaken only on the Customer's specific written instructions and all costs thereof and relating thereto shall be payable by the Customer and, if first paid by the Company, shall be reimbursed to the Company by the Customer forthwith upon demand.
所有类似于监督、取样、定皮重、理货、称重、测量等操作，以及接收司法调查下的货物，都应当根据客户的专门书面指示方得进行，并且与

之相关的所有费用都应当由客户承担。如果公司先予以支付的，客户应当根据客户要求立即补偿公司。

- 25.2 Notwithstanding Clause 25.1 above, the Company shall be entitled, but not obliged, and the Customer hereby authorizes the Company to take any action with respect to the Goods that the Company considers to be necessary in the Customer's interest, at the Customer's expense and risk.

即便有以上25.1条的规定，如果公司认为符合客户利益，公司有权但无义务，且客户也兹此授权公司，就货物采取任何行动，并由客户承担费用和 risk。

26. Sale or Disposal of Goods 销售或者处置货物

- 26.1 Any Goods which are perishable which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to the Customer and payment or tender of the net proceeds of any sale of such perishable Goods after deduction of any charges and expenses due to the Company shall be equivalent to delivery of such perishable Goods. All charges and expenses arising in connection with the storage, sale or disposal of such perishable Goods shall be borne by the Customer.

任何易腐货物，如果在到达时未被立即接受，或者未写明地址联系人等，或者未充分标注，或者无法轻易辨认，则该货物可以被出售或者以其他方式处置，而无需通知客户。在扣除任何应当支付给公司的收费和支出后，将出售此类易腐货物后的净额部分支付或者交付（给相应权利人）应当等同于交付该易腐货物本身。与该易腐货物的仓储、销售或者处置有关的所有费用和支出都应当由客户承担。

- 26.2 The Company shall be entitled to sell or dispose of all non-perishable Goods which in the opinion of the Company cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the Customer or the consignee of the Goods or for any other reason, upon giving 14 days' notice in writing to the Customer. For the avoidance of doubt, the aforesaid 14 days' notice in writing shall not apply in respect of perishable Goods and the Company shall be entitled to exercise such rights of sale at any time at the Company's sole and absolute discretion. All charges and expenses arising in connection with the storage, sale or disposal of the Goods shall be borne by the Customer.

如果根据公司的看法，因未充分或者未正确写明地址/收货人，或者因客户或者货物收货人未提取或者接受货物，或者因其他原因，而使得非易腐货物无法被交付，则在以书面方式给予客户14天的通知后，公司有权将非易腐货物销售或者处置。为避免争议，前述14天的书面通知不应当适用于易腐货物，且公司可根据自己的独立和绝对判断，在任何时间行使该出售权。任何因仓储、销售或者处置货物而产生的费用和支出应当由客户予以承担。

CHAPTER III WAREHOUSING CONDITIONS 第三章仓储条款与条件

Scope 范围

Scope of services covered by Warehousing Conditions includes but is not limited to issuance of Warehouse Receipt, storage, release of Goods pursuant to Agreement or as per written instruction of Customers

仓储条款适用于公司根据协议或客户的书面指示提供的服务范围包括但不限于出具仓单、仓储货物、放货等。

27. Warehouse Receipt & Release of Goods 仓单及放货

27.1 There shall only be ONE original Warehouse Receipt issued by the Company only. A valid Warehouse Receipt shall be signed by authorised signatory of the Company only. The Company shall not be liable for any and all losses arising out of any unauthorized duplication of original Warehouse Receipt.

公司只出具一张正本仓单；该正本仓单只应由公司的授权签字人签署。公司对任何未被授权而复制的正本仓单所造成的任何及所有损失，不承担任何责任。

27.2 Any copy, photocopy or scanned copy of Warehouse Receipt shall not have any legal force or binding effect with regard to the entitlement of Goods under any Warehouse Receipt. Any amendment, erasure and/ or any form of tempering with any Warehouse Receipt shall render such Warehouse Receipt null and void.

仅在呈上正本仓单给公司的情况下方可进行放货。复印件或经电子邮件发送的扫描件不具法律效力，亦对本仓单项下货物权益无效。任何修改、删除或任何形式的篡改将导致本仓单作废。

27.3 Upon receipt of the Goods by the Company, the Company may issue a Warehouse Receipt to the Customer as per written instruction of the Customer. The Company shall be entitled to refuse such issuance if the Customer has not paid all monies due and owing to the Company, or there appear to be other grounds for the refusal.

当公司收到货物时，公司可以根据客户的书面指示出具仓单给客户。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。

27.4 Transfer of the Goods or any part thereof by the Customer to a third party shall not be recognized by the Company unless all moneys owing by the Customer to the Company and all claims which the Company may have against the Customer shall have been paid and/or settled. Until and unless a new agreement has been made between the Company and such third party otherwise the Agreement with the original Customer in respect of the Goods or part thereof which is transferred shall always remain applicable.

客户转让货物或者其任何部分给予第三方时，除非客户所欠公司款项都已经付清，且公司对客户所具有的索赔权等已处理完毕，否则该转让公司不予承认。除非公司已经以书面方式向受让方作出确认，且公司与该第三方之间已经达成新的协议，否则货物或者其任何部分的转让不对公司具有约束力。

- 27.5 In case of a transferable Warehouse Receipt and in case the Customer wants to transfer, assign or otherwise dispose the Warehouse Receipt and any right or obligation in connection therewith, i) the Customer shall endorse the Warehouse Receipt accordingly and ii) the Customer shall immediately notify in writing the Company of such endorsement; and iii) the Customer shall have fully settled all the Fees and/or any other applicable charges which is due and payable to the Company. Failure to comply with any one of above, the Company shall have the sole discretion to refuse any such transfer or endorsement, and the original Customer shall remain liable to the Company.
在可转让仓单的情况下，如果客户须转让、转移或者以其他方式处置仓单或者任何与之有关的权利或者义务，客户应当 i) 对该仓单相应背书，ii)立即书面通知公司关于该仓单背书，以及 iii) 客户须付清所有费用或任何已到期及该付的款项给公司，若任何以上要求未满足，公司将拥有最后的决定权拒绝该转让或背书，且原来的客户须继续对公司负责。
- 27.6 The Company shall only proceed with any Release as per written instruction of Customer unless and until the **original** Warehouse Receipt is delivered to the Company AND provided the Customer has fully settled all the Fees and/or any other applicable payment which is due and payable to the Company.
仅当公司收回正本仓单，且客户已付清所有费用或任何已到期及该付的款项，公司方会根据客户书面指示进行放货。
- 27.7 Should the Customer wishes to make a partial release, the Warehouse Receipt is no longer valid, transferable or endorsable and the ORIGINAL Warehouse Receipt must be returned to the Company for cancellation and to proceed with the partial release instruction, and a new Warehouse Receipt shall be issued as per written instruction of the Customer, for the remaining Goods.
如客户欲部分放货，该仓单就不再有效、不可转移或背书，且客户必须把**正本仓单**归还给公司，让公司取消该仓单以进行部分放货指令，继而根据客户的书面指令就余下的货物出具新的仓单。
- 27.8 If a Warehouse Receipt is lost, damaged or destroyed, the person entitled to it may apply to the Company for either a nullification of the Warehouse Receipt or issuance of a new Warehouse Receipt; where such application must set out in full cause of the loss (including where applicable, enclosing a copy of the police report in relation to such loss) or damage/destruction, and the ground on which the applicant proves his entitlement over the Goods. The Company may demand a letter of indemnity and/or impose such other requirements at the absolute discretion of the Company, and to decide whether to reissue such Warehouse Receipt.
如果仓单遗失、被毁灭或销毁，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权的证明。公司有决对的判断权要求申请人提供保函及 / 或其他强征需求；且决定是否从新签发该仓单。

28. Instructions, Tenders, etc. 指示、要约等

- 28.1 All agreements, tenders, instructions relating to the Services shall be recorded in writing. Verbal or telephonic communications shall be binding on the Company only if such communication is immediately followed by a written confirmation. Only the Company may plead the absence of a written confirmation.
所有与货物有关的协议、标书、指示都应当以书面方式予以记载。口头

或者电话方式的交流必须在之后立即再以书面方式予以确认对对方公司有约束力。只有公司可以提出有关缺乏书面确认的抗辩。

- 28.2 All tendering of the Goods and instructions regarding storage, custody and handling of the Goods and arrangement related thereto must be accompanied by a statement of the description, value, number of packages and gross weight of the Goods and all other particulars, including such terms, which, if the Company had been aware of, the Company would not or might not have entered into the Agreement or would or might have entered into the Agreement on different terms and conditions. The Customer shall separately state the weight of any package which exceeds 1,000 kilograms.

对货物的要约和任何与货物仓储、监管和操作或者相关安排有关的指示都应当附有一份关于货物描述、价值、包装数量和毛重，以及任何公司知晓后可能就不会签署原协议，或者将会依照其他条款和条件签署协议的说明（包括这些条款和条件）。客户对重量超过1000公斤的包件应当单独描述。

29. Accuracy of Description of the Goods and Quality of the Goods 货物和货物品质描述的准确性

- 29.1 The Customer shall ensure that all instructions, information and documents in relation to the Goods as required to be provided to the Company are accurate and adequate and are promptly provided to the Company as and when required by the Company. The Customer warrants and is bound by the accuracy of all descriptions, particulars and/or information furnished to the Company in respect of the Goods. The Customer shall be liable to the Company and/or any third parties for any injury, loss or damage arising from the incorrect and/or misleading and/or incomplete description, particulars, indication or information in respect of the Goods including but not limited to inaccuracies or omissions in the leading marks, numbers, quantity, weight, gauge, measurement, contents, nature, quality or value of the Goods as well as for any damage arising from defects in the Goods and/or packing, which have not been notified to the Company before the parties enter into Agreement.

客户应当确保所有所有需要提供给公司的必要的与货物有关的指示、信息和文件应当都是准确和充分的,并且在公司需要时迅速及时提供给公司。客户保证所有提供给公司的关于货物的描述、价值和其他详情都是准确的, 并受其约束。对任何因与货物有关的不正确的和/或误导性的和/或不完整的描述、细节、指示或者信息（包括但不限于因货物主要标记、件数、数量、重量、容量、尺寸、内容、特性、品质或者价值等的不准确或者遗漏）而造成的人身伤害、损失或者损害, 以及因在各方签署协议前未告知公司的货物和/或包装缺陷而造成的损害, 客户应当向公司和任何第三方负责。

- 29.2 The description and/or specification and/or particulars of the Goods and/or in respect of the packages as stated on the face of any Warehouse Receipt, delivery order and/or release instructions shall be treated as the description, specifications and/or particulars provided by the Customer. The Company is not liable for the correctness or accuracy of such description, specification and/or particulars or admit the existence, good order and condition of the Goods described therein, or of the contents of any package or other shipping unit. The Company shall be entitled to rely on such particulars provided by the Customers as to the contents, measurements, nature, quality, weight, number, serial numbers, marks, value in respect of the Goods, even if the Goods should have been counted, weighed or measured in the presence of any of the

Company's agents or employees.

在仓单、交付指令和/或放货指示上所显示的货物或者包件的描述和/或规格和/或详情，应当视为是客户提供的有关描述、规格和详情。公司不对该描述、规格和详情的正确或者准确负责，亦或承认其所描述货物或者任何包件或者装运单元内物品的存在、良好秩序和状况。公司有权就客户提供的有关货物内容、尺寸、特性、品质、重量、数目、编号、唛头、价值等依赖相关描述，即便货物在计数、称量或者测量时有公司代理或者雇员在场。

30. Weighing / Measuring of the Goods 货物的称重/测量

30.1 The Company shall not be obliged to weigh or measure the Goods in storage if no instructions to carry out weighing or measurement of the Goods are given to, and accepted by, the Company, as evidenced in writing or by performance. Notwithstanding the foregoing, the Company shall be at discretion to effect weighing and/or measurement of the Goods in order to ascertain whether the weight and/or measurement of the Goods comply with the specifications of the Goods received from the Customer. In the event that the weight and/or measurement of the Goods determined by the Company differ from those specified by the Customer, the cost of carrying out the weighing and/or measurement of the Goods by the Company shall be borne by the Customer.

如果没有关于对货物进行称重和测量的指示，并经公司接受（通过书面或者通过实施），则公司无义务对仓储中的货物进行类似操作。尽管有前述规定，如果为确定货物的重量和/或尺寸是否与从客户处获得的货物规格相同，公司可以自主确定进行任何有关的货物称重/测量。如果公司确定的货物重量和/或尺寸与客户描述的不同，则进行此类货物称重和/或测量的费用应由客户承担。

30.2 Packages may be opened for examination of the contents thereof at the Customer's request only, but the Company shall at all times be entitled, but not obliged, to do so if it suspects that the contents have been wrongly described by the Customer. Should the examination reveal that the contents differ from those described, the cost of the examination shall be borne by the Customer.

仅在客户要求的情况下，包件才将被打开以检查其所装物品，但如果公司怀疑客户错误描述了包件所装物品，则公司有权（但无义务）在任何时候采取此种措施。如果检查发现包件物品与客户描述的不同，则检查费用应当由客户承担。

31. Delivery of the Goods to Company 交付货物给公司

31.1 Delivery to and receipt by the Company of the Goods shall be effected by the Customer handing over the Goods to the Company and the Company taking over the Goods at the place of storage.

交付货物给公司以及公司接收货物应当通过在货物仓储地，由客户将货物交给公司，以及由公司接收货物的方式实现。

31.2 Unless otherwise stated by the Customer or its agents, the Customer warrants that the Goods shall be in good condition, and if packed, be properly packed when delivered to the Company. If the Goods appear to be in a damaged or defective condition upon delivery to the Company, the Company shall be entitled but not obliged to take such steps as may be necessary to protect the

Customer's interest against the carrier or any other party at the Customer's sole risk and expense. The Customer shall not be entitled to question the manner in which the Company has carried out such steps as aforesaid to protect the Customer's interest. The Company shall immediately notify the Customer of any action taken, but failure to notify the Customer shall not give the Customer any right of claim against the Company.

除非客户或者其代理另有说明，客户承诺，在交付给公司时，货物应处于良好状态，且如果是包装的，应当妥善包装。如果在交付给公司时，货物表面似有破损或者有缺陷情况，则公司有权（但无义务）采取必要的措施，以保护客户针对承运人或者任何第三人的权益，并由客户独自承担风险和费用。客户无权质疑公司为保护客户权益所采取的前述措施的方式方法。公司应当在采取此种措施后立即通知客户，但是公司未能通知客户并不能使得客户对公司具有任何索赔权。

32. Commencement of Services and Speed of carrying out the Services 服务的开始以及开展服务的速度

32.1 Unless otherwise agreed upon or unless prevented by special circumstances, the Company shall commence executing accepted orders for storage or delivery of the Goods, if possible, not later than the Business Day following the day on which it has accepted the order or on which it has received the necessary documents (including but not limited to bills of lading, delivery orders, official documents), whichever is later. If the necessary orders are accepted and/or the necessary documents are received after 3.00p.m. hours China time, the next Business Day shall count as the day of acceptance of such orders and/or receipt of such documents. As used herein, "Business Day" means any day on which banks in China are not authorized to close.

除非另有约定，或者被特殊情况所阻止，如果可能，公司应在不迟于其接受订单或者收到必要的文件（以较晚者为准）之日后的工作日立即开始执行所接受的与货物仓储和交付有关的订单。如果所接受的必要的订单和 / 或必要文件是在中国时间下午3:00之后被收到，则其后一个工作日应当作为收到该种订单或者必要文件的时间。在此处中，“工作日”指中华人民共和国内银行正常开门营业的日期。

32.2 The Company shall determine the rate of speed at which orders for storage or delivery of Goods shall be executed. The Company shall as much as possible pay regard to the instructions of the Customer in this respect, but shall not be liable for any expenses, loss or damage incurred or suffered for and on behalf of or by the Customer should the rate of speed at which the order is executed be slower than that requested by the Customer.

公司应当确定有关仓储和交付货物订单的执行速率。公司应尽可能关注客户就此方面的指示，但不应当就有关仓储和交付货物订单执行时速率低于客户要求而引起或者给客户造成的任何费用、损失或者损害承担责任。

33. Time for Delivery and Collections of the Goods 货物交付和提取的时间

33.1 Goods shall be delivered to and collected from the place of storage during the Working Hours and the Company shall not be obliged to provide or perform any Services outside the Working Hours. If the Customer requires any Services to be executed outside the Working Hours, the Company shall have the discretion to decide whether to accept or not. The Customer shall bear any extra charges which may be incurred as may be notified by the Company for

any Services provided outside the Working Hours.

将货物交付至仓储场所以及从仓储场所提取货物的，都应当在工作时间内进行，公司无义务在工作时间以外提供或者进行任何服务。如果客户要求在工作时间以外进行任何服务，公司有权决定是否接受。客户应当承担公司就在工作时间以外提供服务而可能要求收取的任何额外费用。

- 33.2 In the event that the Customer instructs the Company that Goods for storage in a certain quantity shall be delivered to the Company at a certain time, or that Goods for re-delivery in a certain quantity shall be collected at a certain time and the Company arranges for labour and equipment to carry out such instructions of the Customer, the Customer shall reimburse the Company for any and all costs and expenses incurred by the Company if the Customer fails to deliver or collect the Goods or any part thereof or fails to deliver or collect the Goods or part thereof at the time stipulated by the Customer.

如果客户指示公司说某数量的需仓储的货物将在特定时间被交付给公司，或者某数量的需发出的货物将在特定时间被提取，而公司安排了劳力和设备以执行客户的指示，则当客户未能交付或者提取任何货物或其部分，或者未能按照其所规定时间提取货物或其任何部分的，客户应当弥补公司因此而遭受的所有费用和支出。

34. Place of Storage of the Goods 货物的仓储场所

- 34.1 Unless otherwise agreed upon in writing by the Company, the Company shall be at discretion to decide where the Goods are to be stored. In the event the Company would transfer the Goods to another storage place, the cost of any transfer and the risk of such transfer shall be borne by the Company, unless the transfer has been effected by the Company in its sole discretion in the interest of protecting the Goods, or by reason of circumstances beyond the Company's control in which case such transfer shall be effected at the sole and absolute discretion of the Company and at the sole risk and expenses of the Customer. The Company shall notify the Customer of any transfer of the Goods to any other storage place, but failure to notify the Customer shall not give the latter any right of claim against the Company.

除非与公司另有书面约定，公司有权自主决定在何处仓储货物。如果公司将货物转移至其他仓储场所，转移货物的费用和风险应当由公司承担，除非该转移根据公司自行判断是出于保护货物利益考虑，或者是由于公司无法控制的情况，此种情况下转移应当根据公司的独立和绝对判断进行，则由客户承担所有风险和费用。公司将通知客户有关货物被转移至其他仓储场所的情况，但是公司未能通知客户并不使得后者因而具有任何针对公司的索赔权。

35. Liability for Loss of or Damage to the Goods 货物灭失或者损坏的责任

- 35.1 The Company shall not be liable for any loss, damage and/or deterioration of the Goods unless such loss, damage or deterioration is proven to have been caused by the deliberate intent on the part of any employee of the Company. In any event, the Company shall not be liable for any loss, damage and/or deterioration of the Goods in the following cases:-

除非可以证明公司的任何雇员故意造成货物的灭失、损坏和 / 或变质，否则公司不应当对货物的灭失、损坏和 / 或变质承担责任。在任何情况下，对于以下所列的货物灭失、损坏和 / 或变质的情况，公司都不承担任何责任：

- (i) any damage and/or loss through theft or burglary;
因为偷窃或者盗窃而造成的任何损害和 / 或灭失;
- (ii) any loss, damage and/or deterioration of any Goods stored in the open, or which can only be stored in the open, or which the Company customarily stores in the open;
因被存储于、只能被存储于或者通常被公司存储于开放区域的货物的任何灭失、损害和 / 或变质;
- (iii) any loss, damage and/or deterioration occurring while the Goods are in the custody of the Company or occurring before receipt by the Company of the Goods and due to the following causes, regardless of their origin: -
货物处于公司监管之下时或者在公司接受货物之前因以下原因而产生的任何灭失、损坏和/或变质, 无论其起源如何: -

the natural quality of the Goods, changes in quality or character, inherent vice, decay, drying out, powdering, heat, heating, melting, staining, sweating, fermenting, freezing, rusting, mildew, mould, dampness, dust, oil, discolouration, evaporation, smells or stains 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 any of the Goods whether received with or without disclosure of its nature, insufficiency, soiling, injury to, distortion, pressing or bursting of packages, adherence or coverings, failure to protect the Goods or inaccuracy, obliteration or errors in or insufficiency or absence of marks, numbers, address or description of the Goods;

货物的自然属性、品质或者特性的变化、固有缺陷、腐烂、干燥、粉末化、发热、融化、染色、渗水、发酵、冷冻、生锈、发霉、霉菌、受潮、灰尘、油污、褪色、挥发、从其他货物或者燃油发出的味道或者染有其色泽、腐败、任何种类的水、雨水或者喷雾、气候影响、污水、泄漏、废物、重量损失、破损、开裂、弯曲、收缩、手钩破洞、老鼠、田鼠、昆虫和其他害虫、货物的爆炸（无论在收受货物时是否已披露其性质）、机能不足、受污、包装受损或者扭曲或者挤压或者破裂、粘附和覆盖、未能保护货物、货物唛头/编号/地址/描述方面的不准确/痕迹磨灭/错误/不充分或者缺失。

- (v) all other causes which are beyond the control of the Company.
及任何其它不在公司控制范围内的原因引起的。

36. Admittance to place of storage 进入仓储场所的许可

- 36.1 Provided prior written notice is given to the Company, the Company shall admit the Customer and/or any Person authorised by the Customer to the place of storage of the Goods, subject to the compliance by the Customer or by such Person(s) authorised by the Customer with all formalities prescribed by the relevant authorities and subject to all conditions as stated in Clause 36.2 below.
受限于客户事前书面通知, 公司将允许客户和 / 或任何客户授权的人进入货物仓储场所, 前提是客户或者客户授权的人应当遵守相关部门的所

有规定以及以下第 36.2 条所规定条件。

36.2 The following conditions shall be applicable to Persons granted admittance to the place of storage by the Company:-

以下条件应当适用于被公司允许进入仓储场所的人员：

- (i) all persons visiting the place of storage including the Personnel of vessels and vehicles reporting to the warehouse, shall observe and fully comply with the Company's regulations;
所有访问仓储场所的人员，包括向仓库报告的船舶和机车的员工，都应当全面遵守公司的相关规定；
- (ii) admittance shall be granted only during the Working Hours and with the attendance of the Company's employees;
进入的许可仅仅针对工作时间，且应当由公司员工陪同；
- (iii) all expenses incurred in relation to the visit shall be paid to the Company by the Customer;
客户应当向公司支付参观所产生的所有费用；
- (iv) in any events of Force Majeure as provided in Clause 15 above, the duty of the Company under Clause 36.1 shall be suspended;
在以上第 15 条的规定所述任何不可抗力情况下，公司在以上第 36.1 条规定的职责将中止；
- (v) the Customer shall be liable for any damage caused directly or indirectly by any Persons who are granted admittance to the place of storage including but not limited to any damage caused to the place of storage, the Goods and/or other goods stored at the place of storage.
对于被允许进入仓储场所人员所直接或者间接造成的损害，包括但不限于对仓储场所、货物和/或仓储场所所存的其他货物造成的损害，客户应当承担责任。

37. Services 服务

37.1 The Company shall carry out such Services in respect of the Goods as may be required by the Customer that are accepted by the Company, as evidenced in writing or by performance, such as sampling, handling, servicing, packing, re-packing, bundling, re-bundling, piling, re-piling, lotting, weighing, etc., as well as re-delivery of the Goods at the Fees and arranging of the aforementioned as agreed to and based on the Warehousing Conditions. Any other work which the Company does not wish to undertake may, after the prior approval of the Company, be executed by or on behalf of the Customer, subject to any conditions which may be laid down by the Company, under the supervision of the Company and Customer shall pay any and all costs and expenses incurred by the Company. The Company shall not be liable for any loss, damage or expenses incurred or suffered by the Customer in carrying out such work.

公司应当根据约定和仓储条件，按照费用，执行客户要求并经公司书面同意接受或者实际履行接收的各种服务，比如抽样、操作、维修、包装、拆包、捆扎、解捆、堆垒、分堆、分组、称重等，以及货物的再交付，或者任何类似的安排等。公司不希望进行的任何其他工作，如经公司事先批准，可以由客户或者客户的代表进行，但应当遵守公司可能因此而制定的任何条件，并接受公司的监督，并支付公司由此产生的所有

相关费用和支出。公司无义务对客户执行此类工作中引起或者遭受的任何损失、损害或者费用承担责任。

- 37.2 Notwithstanding any other provisions of the Warehousing Conditions, the Company shall be entitled, without providing any reasons whatsoever, to refuse to accept any instructions which may be given by the Customer in relation to the provision of the Services.

无论本仓储条件其他条款如何规定，公司应有权在不给予任何理由的情况下，拒绝接收客户可能发出的与所提供服务有关的任何指示。

38. Hazardous and other Goods 危险品和其它货物

- 38.1 The Customer shall notify the Company in writing before delivery to the Company of any Goods of an explosive, flammable, corrosive, noxious or dangerous nature or any Goods which may possibly cause damage or be detrimental to the warehouse or to other goods stored in the warehouse, or which are classified as dangerous or hazardous goods by any laws or regulations. The packages containing such Goods shall be clearly and indelibly marked to show the hazardous nature of their contents and the Customer shall indemnify the Company from and against any and all fines, penalties, expenses, loss or damages suffered or incurred by the Company by reason of the Customer's failure to so declare and mark the nature of such Goods. The attention of the Customer is directed to the laws and regulations imposing criminal or civil penalties for failure to properly declare, mark and package such Goods.

在将任何具有爆炸、易燃、腐蚀、有毒或者危险特性的货物，或者任何可能给仓库或者仓库内其他货物造成损害或者危险的货物，或者任何被法律或者法规规定为危险或者有害性质的货物，交付给公司之前，客户应当以书面方式通知公司。此类货物的包装应当清楚且不可磨灭地标注所含货物的危险特性，且客户应当补偿公司因为客户未能申报和标注货物此种特性而使公司遭受或者产生的所有罚款、罚金、支出、损失或者损害赔偿金。客户应当关注法律和法规对于未能妥善申报、标注和包装此类货物可能给予的刑事或者民事惩罚。如果在没有事先专门约定的情况下，客户仍然交付此种货物给公司，或者促使公司操作此种货物，则客户应当对公司因此而遭受或产生的任何损失、损害或者支出，或者货物的任何灭失或者损坏承担责任。

- 38.2 Should any Customer nevertheless deliver any such Goods to the Company or cause the Company to handle or deal with any such Goods otherwise than under special arrangements previously made in writing, the Customer shall be liable for all expenses, loss or damage whatsoever caused by or to or in connection with the Goods however arising and the Customer shall indemnify the Company from and against all penalties, claims, damages, costs (including all legal costs on a full indemnity basis) and expenses whatsoever arising in connection therewith, and the Goods may be destroyed or otherwise dealt with at the Customer's risk and expense at the sole discretion of the Company or any other Persons in whose custody they may be at the relevant time if it is feared that failure to take such action might cause loss and/or damage to the Goods themselves, to other goods, to the warehouse or equipment or may cause harm or injury to any Persons. If such Goods are accepted under arrangement previously made in writing between the parties, they may nevertheless be destroyed or otherwise dealt with on account of risk to other goods, property, life or health.

客户应当补偿公司因此而遭受的所有罚款、索赔要求、损害赔偿金、费用（包括完全补偿基础上的法律费用）和支出，而公司或者在当时保管货物的任何其他人都可以根据自己的绝对判断，由客户自己承担风险和费用的前提下，销毁或以其他方式处置货物。如果货物是根据事先的专门约定而被接受，如果其对其他货物、财产、人的生命或者健康造成危险，则公司仍然可以根据自己的绝对判断，将其销毁，或者以任何其他方式予以处置。

- 38.3 The expression “goods likely to cause damage” includes goods likely to harbour or encourage vermin or other pests. The Company shall immediately notify the Customer of the measures taken, but failure to notify the Customer shall not give the latter any right of claim against the Company. Without prejudice to the provisions of the preceding paragraph, the Customer shall indemnify the Company from and against any claims of third parties on account of damage.

“货物可能造成损害”的表述包括货物可能含有或者可能诱发寄生虫或者其他害虫。公司应将所采取的措施立即告知客户，但是公司未能告知客户并不使得后者可以据此有权向公司索赔。无损前款规定的适用，客户应对补偿公司因为任何受损第三方提起索赔而遭受的损失。

- 38.4 The Company shall not be liable to Customer or any other Person, or have any obligation to reimburse Customer or any other Persons, for any loss or damage to the Goods occurring at any time by reason or by means of fire.
公司不应当因任何时间中发生的火灾而给货物造成的灭失或者损害而向客户或者任何第三方承担责任，或者就此赔偿。

39. Damage or Destruction of the Goods 货物的损坏或者灭失

- 39.1 If in the event of damage to the Goods while the Goods are in the custody of the Company, whether resulting from any of the causes set forth in Clause 35.1 hereof or other causes which are covered by insurance, regardless of whether the insurance was effected through the Company or not, and the assistance of the Company for assessment of the damage is desirable or necessary, such assistance shall be rendered by the Company at its sole and absolute discretion and Customer shall pay the Company any and all costs and expenses incurred by the Company and such remuneration to be fixed by the Company for its assistance and services. The Company may make such assistance conditional upon payment of all amounts that are due to the Company by the Customer.

如在公司监管期间，因第35.1条规定之任何情况，或者以经投保的其他原因，而造成货物发生损害的，则无论保险是否通过公司投保，如果公司提供有关损害评估的帮助是值得的或者必要的，则公司将根据自己的独立和绝对判断，予以提供，而客户应当支付给公司所有由此产生的费用和支出，以及公司所确定的协助和服务的报酬。公司也可以将客户支付所欠公司的所有到期应付款项作为提供此种协助的条件。

- 39.2 In the event that the Goods are destroyed while the Goods are in the custody of the Company whether resulting from any of the causes set forth in Clause 35.1 hereof or otherwise, the date of destruction of the Goods shall count as the date of delivery to the Customer and the Fees, including warehouse rent plus any increases therein and any other applicable costs, charged in full months, together with insurance premium and cost (if the Goods are insured

through the Company), plus any increases therein, shall be calculated up to and including the date of destruction and shall be due and payable forthwith by the Customer.

如果在公司监管期间，货物因第35.1条规定之任何情况或者任何其他原因而被毁损，则货物毁损之日应作为货物交付给客户之日起算，而费用（包括仓库租金及其任何增额）、任何其他应付的费用（按照足月收费），以及货物保险费和费用（如果货物通过公司予以投保）以及其任何增额，都应当计算至毁损当日（包括当日），并且立即到期，而客户应当立即予以支付。

40. Removal of Goods 移出货物

40.1 Upon payment of all sums whatsoever owing to the Company and subject to the provisions of the Forwarding and Warehousing Conditions, the Customer may at any time remove the Goods from the custody of the Company. The Fees, including warehouse rent plus any increases therein and any other applicable costs, and, if the Goods have been insured through the Company, the insurance premium and cost plus any increases therein shall always be charged on the basis of full months and part of a month shall count for a full month.

在支付所有欠公司的款项，并遵守本货贷及仓储条款规定的前提下，客户可以在任何时间将货物移出，脱离公司的监管。费用（包括仓库租金及其任何增额）、任何其他应付的费用，以及货物保险费（如果货物通过公司予以投保）和费用以及其任何增额，都应当以足月计算为基础，并作为收费依据，不足一个月的应当以一个月计算。

40.2 Notwithstanding the aforesaid, the Company shall have the right, at any time, to require the removal of the Goods received for storage prior to the expiration of the storage period as agreed, without having to provide the Customer any period of notice, if in the discretion of the Company there is an urgent reason to do so. An urgent reason shall, inter alia, be deemed to exist if:

尽管有前述规定，如果根据公司的判断，有紧急的情况出现，使得在约定的仓储期间届满前，有必要将货物移出仓库，则公司有权在任何时间要求客户移出货物，而不必给予客户任何期限的通知。以下事项可以被视为紧急情况的一些例子：

(i) the Customer fails to comply with one or more provisions of the Warehousing Conditions;

客户未能遵守本仓储条件的一个或者多个条款的规定；

(ii) it appears due to the presence of the Goods, loss and/or damage to other goods, to the storage place or to equipment or harm or injury to person(s) is to be feared;

似乎因货物的存在，有可能给其他货物、仓储场所或者设备造成损失和/或损害，或者给人员造成伤害；

(iii) if the Goods are perishable or liable to inherent changes which in the Company's opinion would result in a decrease in value of the Goods and the Customer has failed to provide instructions for the prevention of such events.

货物为易腐货物，或者根据公司的判断，因货物的内在变化，货物价值将会减少，而客户未能就预防此类事件给予指示。

40.3 The Customer shall remain liable for payment of the Fees, including

warehouse rent plus any increases therein up to and including the date of the removal of the Goods.

客户仍然应当负责货物截至移出之日（包括当日）所有费用的支付，包括仓库租金以及任何增额部分。

41. Fees, Rates and Payment Terms 费用、费率和支付条款

41.1 The Fees including warehouse rent plus increases therein, if any, and all other amounts due and owing to the Company by the Customer on any account whatsoever, including but not limited to insurance premium and cost plus increases therein if any (if the Goods have been insured through the Company), rent, disbursements, remunerations for storage and delivery, outlays and charges for work done or to be done, the cost of any clearance work and the like during or after a fire and all extra-ordinary expenses, extra wages whatsoever shall be payable by the Customer within fourteen (14) days from the date of invoice for such amounts by the Customer or upon demand by the Company.

费用（包括仓库租金及其任何增额，如有），客户任何其他到期应付公司的费用，包括但不限于货物保险费和费用以及其任何增额（如果货物通过公司予以投保），租金，实付费用，仓储和交付的报酬，对已完成或将进行的工作的开支和收费，火灾中或者之后清扫或者类似工作的费用，以及所有非正常开支，额外工资等，都应当由客户在发票开票日起14天内或者在公司要求后，予以支付。

41.2 The Fees and all other applicable costs and all verbal or written agreements between the Company and the Customer regarding rates and remunerations for work shall be based on the wages and charges imposed by the relevant authorities (where applicable) on the services rendered by the Company in force at the time the Agreement was concluded. In the event that there is an increase in the said wages and charges imposed by such authorities, the rates and remunerations which have been agreed upon shall be adjusted accordingly and become effective immediately.

费用和所有其他适用的费用，以及公司和客户间就服务费率和报酬的所有口头或者书面的协议，都是以协议签署当时，相关部门（如适用）就公司所提供服务而收取的工资和报酬为基础。如果之后该种部门增加了前述的工资和报酬，则双方已经约定的服务费率和报酬应当相应予以调整，并立即生效。

41.3 Unless otherwise expressly agreed upon, the agreed rates for storage shall be based on the customary method of stacking the Goods. If, at the Customer's request, or owing to the condition of the Goods, the customary method is departed from, the rates shall be increased in proportion to the additional floor space occupied as compared with that for the normal stacking of the Goods.

除非另有明确约定，否则双方约定的仓储费率仅针对按照通常方式堆垛货物。如果根据客户的指示，或者由于货物情况，而需偏离通常方式，则应当按照所增加的仓储空间与货物依照通常堆垛方式所占空间的比例增加费率。

41.4 All payments by the Customer shall be made without any deduction, set-off, counterclaim or rebate whatsoever and shall be deemed in the first place, to the extent permitted by law, to have been made on account of non-preferential debts, regardless of any instructions which may be given by the Customer to the Company at the time of payment.

客户支付的所有款项都不得进行任何扣减、抵消、反请求或者折扣，且

在法律允许的范围内，支付的任何款项都应当视为先偿还无优先权的债务，而无论客户在付款时是否给予公司任何指示。

42. Sale or Disposal of the Goods 货物的销售和处置

42.1 Without prejudice to the provisions of Clause 40 “Removal of the Goods ” of the Warehousing Conditions hereof, the Company shall be entitled to sell the Goods:

无损本仓储条件第40条“货物移出”中有关条款的规定，公司在以下情况应有权出售货物：

- (i) if the Customer fails to remove the Goods given to the Company for storage when requested by the Company to do so;
如果客户未能在公司要求时，将交付给公司仓储的货物移出；
- (ii) if the Customer fails to pay any amount owed by it to the Company, without prejudice to the Company’s right to satisfy its lien.
如果公司未能支付任何应付给公司的款项，且不得损害公司行使留置权的权利。

42.2 The Company shall be entitled to sell or dispose of all non-perishable Goods upon giving 14 days’ notice in writing to the Customer. The aforesaid 14 days’ notice in writing shall not apply in respect of perishable Goods and the Company shall be entitled to exercise such rights of sale at any time at the Company’s sole and absolute discretion. The sale shall be effected by auction or private contract or otherwise at the sole and absolute discretion of the Company.

公司有权以提前14天书面通知客户的方式销售或者处置任何非易腐货物。前述的14天书面通知的规定不应当适用于易腐货物，且公司可根据自己的独立和绝对判断，在任何时间行使该出售权。出售权可通过拍卖或者变卖或者根据公司自主和绝对判断确定的其他方式予以实现。

42.3 All expenses connected with the sale and any other amounts owed by the Customer to the Company shall be recoverable from the proceeds of sale of the Goods.

出售的有关开支和客户所欠公司的任何其他款项都应当可以从货物出售收益中予以清偿。

ATTACHMENT 1 附件1

CWT Commodities Circle (Lianyungang) Co., Ltd
迅亚中环（连云港）国际物流有限公司

CWT Commodities Warehousing Co., Ltd
迅亚物流（上海）有限公司

CWT Commodities Logistics Co., Ltd
鑫运物流（上海）有限公司