

服務條款和條文

(請仔細閱讀)

通過向Expeditors請求或從Expeditors接受貨物或服務 (“服務”) ， 客戶同意以下服務條款和條文 (“條款和條文”) 。

1. 定義與解釋規則。

“Expeditors”是指Expeditors International of Washington, Inc.及其子公司和關聯方，包括勁達物流有限公司 (Expeditors Hong Kong Limited) 。

“客戶”是指Expeditors直接或間接向其、為其利益、或應其要求提供服務的任何人士，包括該人士的所有代理人、承包商和/或其他代表，包括托運人、進口商、出口商、通知方、承運人、被擔保方、倉庫管理人、買方和/或賣方、托運人代理、保險公司和核保人、散雜貨代理人、收貨人、運輸單據、儲存文件或其他商業單據的持有人和受讓人，以及其他類似主體。客戶應向所有前述人士提供本條款和條文的副本。

“政府單位”是指任何相關國家、州、省、區、縣、市、公共事業公司、或前述任何一項的任何法院、審判庭、部門、分部、機關或機構。

“法律”是指相關政府單位制定、批准、通過、頒佈或發佈的每項現

行和未來的法律、成文法、法典、規章、法規、條例、法律規則、法律原則、命令、法令、判決、指引或其他同等效力文件，以及美國和/或服務地域批准的、或根據美國和/或服務地域法律另行強制適用的所有國際公約。

“責任”、“義務”和“職責”等在本條款包含支付款項、交付價值、提供服務、實施行為或克制不實施行為的每項義務。

“人士”包括個人、信託、遺產、合夥、社團、商業組織或非盈利組織、政府單位、或其他法律實體。

“儲存文件”是指倉單、儲存協議、或證明收到貨物進行儲存、配送或其他處理的所有文件。

在條款中“第三方”包括以下各項，無論由誰選定或提供報酬：承運人、卡車司機、貨車司機、駁船船員、貨代、海運仲介、海運貨代、無船承運人、報關行、代理、倉庫管理員、以及受託進行貨物運輸、承運、貨車運輸、短駁、搬運、交付、儲存、配送、清關、入境或其他服務或活動的所有其他人士。

“服務地域”是指中華人民共和國香港特別行政區。

“運輸單據”是指提單、貨運單、貨代貨物收據、運輸合同、或Expeditors出具的用於證明收到貨物進行運輸的其他文件。

在條款中“包括”和“包含”不具有限制性。凡提及文件時，均包括紙質或電子格式的文件。標題僅為閱讀方便而設，不構成本條款和條文的一部分。本條款和條文在解釋時不考慮須作不利於文書全部或部分起草方解釋的任何推定或規則。如果本條款和條文與Expeditors出具的運輸單據或儲存文件的條款互相衝突，以運輸單據或儲存文件為依據。如果本條款和條文的任何部分在某一司法轄區內被不可上訴的終局判決判定無效或不可強制執行，該判決不影響本條款和條文其他部分在該司法轄區內的有效性或可強制執行性，也不影響本條款和條文任何部分在其他司法轄區內的有效性或可強制執行性。

2. Expeditors的角色。

除Expeditors作為承運人外，在有關服務的任何情況下，Expeditors均作為客戶的直接代理人。

3. 選擇路線或代理人。

除非Expeditors另行同意，Expeditors可完全自由選擇貨物搬運、運

輸、裝載、卸載、保管、清關、入境、交付、配送或其他處理時遵守的方式、路線和程序，以及選擇履行此等服務的第三方。所有該等第三方應視為客戶的代理人。Expeditors通知客戶選定特定人士提供服務不應理解為該人士一定將提供該等服務。

4.報價不具有約束力。

Expeditors的報價僅供參考，如有更改，恕不另行通知。除非Expeditors同意按特定費率和支付方式搬運或運輸貨物，否則，報價對Expeditors無約束力。

5.客戶的責任。

(a) 客戶必須：(1) 提供和披露貨物搬運、運輸、裝載、卸載、儲存、清關、入境、交付、配送或其他處理所需的所有文件和信息 (包括適當形式和金額的商業發票、準備進口報關時必需或有用的其他文件、以及使Expeditors得以履行服務的其他信息，包括完稅價值、重量、尺寸、件數、包裝件數、紙箱數或集裝箱數、貨物狀況、歸類、原產國、貨物真實性及與之相關的任何標誌或符號、根據法律，客戶出口、進口和/或配送貨物的權利以及貨物是否可以入境，前述全部按原產國或目的國的語言、或者原產國或目的國法律要求的語言提供) ； (2) 立即告知Expeditors任

何文件或其他信息中存在的錯誤、不一致、不準確聲明或遺漏之處；(3) 審查為任何政府單位或任何其他人士編制的、或向任何政府單位或任何其他人士提交的所有文件、聲明、安全申報和其他提交文件；以及(4) 留存適用法律下要求的所有記錄。除非另行約定，Expeditors應只保留適用法律下要求Expeditors留存的記錄，但Expeditors不視為客戶的“記錄保存人”或“第三方記錄保存人”。對於任何政府單位因客戶未能遵守任何適用法律而採取的行動或評定的罰款或罰金，Expeditors概不負責。

(b) 對於增加的關稅、罰金、罰款或費用，Expeditors概不負責，除非乃由Expeditors過失或其他過錯所致，在此情況下，Expeditors的責任應適用下文第7條和第8條規定。

(c) 客戶陳述、保證並承諾，由客戶提供或代客戶提供給Expeditors的所有文件和信息均準確、充分和完整。Expeditors無責任調查任何文件或信息的準確性、充分性或完整性，且任何情況下，Expeditors均不得因客戶沒有書面提供的信息而被指控。Expeditors可信賴提供給Expeditors的全部文件和信息。如果客戶未能履行任一義務，Expeditors可自行做出對有關貨物的判斷。

(d) 客戶陳述、保證和承諾：其遵守並持續遵守所有適用法律，包

括但不限於反腐敗法律，如美國《反海外腐敗法》（FCPA）和英國《反賄賂法》（UKBA）、美國商務部工業安全局（BIS）實施的《美國出口管理條例》（EAR）、美國國務院國防貿易控制理事會（DDTC）實施的《國際武器運輸條例》（ITAR）、美國反抵制條例、和美國財政部外國資產控制辦公室（OFAC）實施的各項美國經濟制裁項目，以及香港現行有效的《防止賄賂條例》（香港法例第201章）（“POBO”）、《販毒(追討得益)條例》（香港法例第405章）、《打擊洗黑錢及恐怖分子資金籌集條例》（香港法例第615章）；其就自身對所有該等適用法律的遵守而提供給Expeditors的信息均真實、完整。客戶還應遵守貨物運輸目的地、始發、途經國家或其他司法轄區的所有適用法律，包括有關貨物標記、包裝、運輸、儲存、清關或交付的所有適用法律。客戶陳述、保證和承諾，所有貨物的出口管轄和歸類均正確，且前述信息如有任何變化，其應立即書面通知Expeditors。客戶進一步陳述、保證和承諾，所有貨物均已妥善標記、處理和包裝，可滿足海運、空運和地面運輸的要求。對於因客戶未能遵守本條款和條文而造成的損失、損害、費用或延誤，Expeditors不對客戶承擔任何責任。對於客戶或其任何高管、董事、員工、代理、所有者，或根據本條款和條文為客戶工作或與客戶一起工作的其他人士所作的行為，若該行為構成對客戶在本條款和條文中的義務、陳述、保證和承諾的違反而導致任何及所有的索

賠、損失或損害，客戶應對Expeditors予以賠償，並使之免受此等損害。

(e) 除非另有約定，客戶應通過自動結算所支付所有關稅和其他海關費用。

(f) 除非另有約定，Expeditors無義務採取任何海關放行前或放行後行動，包括獲得有約束力的裁定、通知清算、提交申請和/或異議申請等。

(g) 如果由Expeditors編制和/或出具運輸單據或儲存文件，Expeditors無義務在其上注明件數、包裝件數和/或紙箱數等，或貨物狀況。

6.保險。

除非Expeditors另行同意，Expeditors無義務購買保險。如果Expeditors同意購買保險，Expeditors有權選擇保險公司和核保人。受保人應只對保險公司享有追索權，對Expeditors無追索權。客戶承擔所有保費以及Expeditors安排保險的費用。

7.損失、損害、費用或延誤的責任限制。

(a) 除在本條款和條文或Expeditors出具的任何運輸單據或儲存文件中列明的內容外，Expeditors不承擔任何其他義務。除本條款和條文另

有特別規定或適用法律的強制要求外，Expeditors沒有就其服務作出任何明示或默示保證。

(b) 在適用法律允許的範圍內，如無證據證明Expeditors在貨物處於Expeditors實際保管期間存在過失或其他過錯，Expeditors不對任何直接、間接或後果性的損失、損害、費用或延誤（包括但不限於利潤損失、業務損失）承擔責任。

(c) 受限於 (d) 款和 (e) 款所述的進一步責任限制，Expeditors對於有證據證明的Expeditors所犯過失或其他過錯所引致的任何損失、損害、費用或延誤的責任受到如下限制：(1) 如索賠與Expeditors的報關服務有關，適用每單五十 (50) 美元或每單支付給Expeditors的代理費金額，以較低者為準；(2) 如果索賠與Expeditors出具的運輸單據項下的運輸服務或Expeditors出具的儲存文件項下的儲存、配送或搬運服務有關，適用在運輸單據或儲存文件中規定的Expeditors責任的金錢限額；或(3) 如果第 (1) 項和第 (2) 項不適用，適用每票五十 (50) 美元或該票貨物的商業發票價值，以較低者為準。但是，對於任何部分的損失、損害、費用或延誤的相關金額應按比例相應調整。

(d) 客戶同意，Expeditors和接受貨物委託的第三方根據本第7條限

制自身就損失、損害、費用或延誤的責任。如果Expeditors在其提供任何服務前同意相關請求，且達成協議載明Expeditors的責任限額和對增加的責任金額收到或支付的額外補償，則客戶可獲得超出上文(c)款所述責任限制的Expeditors責任差額。否則，客戶對貨物的任何估值應視為僅用於出口或海關目的。

(e) 客戶同意，作為對Expeditors責任的進一步限制，在適用法律允許的最大範圍內，Expeditors就任何類型的收費、索賠、損害、責任、判決、成本、費用、付款或損失在任何日曆年度內對客戶承擔的責任總額，該等責任未受本第7條其他條款限制，不論是否因Expeditors履行的服務而產生抑或與之相關，至多不得超過以下較低者：(i) 一萬美元(\$10,000)；(ii) 實際、直接的損失；或(iii) 同一時期客戶向Expeditors支付的服務費總額。

(f) 客戶同意，作為對Expeditors責任的進一步限制，在適用法律允許的最大範圍內，任何情況下，Expeditors均不對任何間接性、偶然性、後果性、懲罰性、法定或特殊性損害承擔責任，包括利潤損失、收入損失或機會喪失，即使Expeditors知曉任何該等損害的可能性；Expeditors也不對任何其他人士的作為或不作為負責，不論其因何產生，包括由於違約、

侵權、過失、故意或有意的作為或遺漏。

(g) 即使本第7條中所述的限制和除外情形導致任何另行可得之補償達不到其根本目的，此等限制和除外情形仍應適用且無須考慮Expeditors是否履行、未能履行或遲延履行有關服務。

(h) 在適用法律允許的最大範圍內，客戶特此放棄《卡馬克修正案》(Carmack Amendment) 或任何類似國家法律法規下的所有非強制性權利和補償。

(i) 貨物可能被委託給第三方，且受制于該等人士出具的運輸單據、儲存文件、收據、價目表或其他文件中關於損失、損害、費用或延誤的責任限制的所有條件以及其中所有的規則、規定、要求和條件。對於因第三方作為或遺漏導致的任何損失、損害、費用或延誤，Expeditors不額外承擔任何責任。

8. 訴訟時效。

(a) 對於Expeditors的任何作為或遺漏，客戶必須在Expeditors辦事處向Expeditors提交：(1) 一份初步索賠通知 (在引發索賠的損失或事件後十四 (14) 個曆日內提交) ，和 (2) 一份經宣誓做出的正式書面索賠

證明（在引發索賠的損失或事件後一百八十（180）個曆日內提交）。未能滿足此等要求將構成Expeditors對客戶提起的任何訴訟或起訴的絕對抗辯，只要適用法律沒有其他強制性規定。

（b）儘管有適用於訴訟時效的《時效條例》（香港法例第347章）的規定，向Expeditors提出的任何索賠訴訟必須在貨物交付或放行之日、貨物本應交付或放行之日、或任何其他損失、損害、費用或延誤首次發生之日（以較早者為準）後壹（1）年內啟動。

9.付款和信用條款。

Expeditors的標準支付條款要求在履行服務前收取現金。Expeditors可自行酌情向客戶提供信用額度。信用額度的金額和條文由Expeditors定期審查。Expeditors可隨時因任何原因自行酌情增加、減少、中止或撤銷信用額度，無須事先通知。除非Expeditors另行同意，否則Expeditors無義務為任何理由支付或負責任何費用、擔保或墊付。

10.保障。

對於因下述任一或多個事由而引起的或與之相關的任何類型的所有費用、索賠、損害、責任、判決、成本、支出、付款或損失（包括購買價、

運費、儲存費、滯期費、滯箱費、關稅、稅款、罰款、罰金、附帶的、間接的、後果性的或懲罰性的損失、以及Expeditors的訴訟費用和合理支出，包括律師費），客戶應保障Expeditors，並保障Expeditors免受任何損害，即使不是因客戶的過失或其他過錯所致：（a）客戶違反任何陳述、保證、契諾、約定、承諾、同意或棄權；（b）客戶未能在到期時支付或履行其對Expeditors或任何其他人士（包括任何政府單位、承運人、供應商、任何運輸單據、儲存文件或其他商業文件的持有人或受讓人）的債務或義務；（c）客戶違反任何法律或未能披露、糾正或填寫任何報關、出口、安全或其他資料或文件；（d）任何該等其他人士提出的任何其他索賠。如有針對Expeditors的任何訴訟、索賠、起訴或法律程序，Expeditors應通過郵件書面通知客戶，通知地址以在Expeditors備案的為準。Expeditors可就任何應受賠償的事項聘請自行選擇的律師和其他專業人士，費用由客戶負擔。如果有管轄權法院做出了不可上訴的終局判決，且該判決具體認定的費用、索賠、損害、責任、判決、成本、支出、付款或損失是直接由Expeditors的重大過失或故意不當行為造成，則客戶在本條中的保障義務不適用。

11. 易腐貨物的出售。

對於客戶沒有提供處理指示的易腐貨物或活體動物，Expeditors可在

不通知客戶、所有人或收貨人情況下直接出售或進行其他處置，支付或提供扣除費用後的銷售淨收益等同於交付貨物。如貨物因任何原因被拒收或在任何地方無人認領或被退回，客戶仍必須向Expeditors支付有關貨物的全部收費和費用。Expeditors無義務將貨物轉送、送入境或清關，或安排處置貨物。

12.任何財產的一般留置權（和質押）。

在適用法律允許的最大範圍內（且在不限制Expeditors在適用法律下的任何其他權利或補償的情況下），客戶特此授予Expeditors對當前或此後處於Expeditors佔有、保管或控制之下或在途中的任何及所有財產（及其相關單據）的一般留置權和質押，作為客戶對Expeditors所有現有和未來負債和義務的擔保。本項留置權和質押是作為Expeditors在任何其他協議或適用法律下享有的任何其他權利和補償的補充，並應在任何財產交付或放行後繼續有效。如果客戶違反對Expeditors的任何負債或義務，Expeditors有權拒絕交付或釋放任何財產，即使該項負債或義務與該財產無關。如果任何該等負債或義務未被償付或履行，則除其他協議和/或適用法律下享有的所有其他權利和補償外，Expeditors可行使《美國統一商法典》（Uniform Commercial Code of the United States）和任何類似適用法

律下被擔保方的全部權利和補償。如在計畫的行動前至少提前十（10）個曆日發出任何有關於出售或其他處置的通知，即何構成公平、合理通知。出售或其他處置的收益在扣除欠負Expeditors的所有款項後的任何盈餘應轉給客戶，且如有不足，客戶應承擔差額。客戶同意按照Expeditors的要求實施Expeditors認為屬確保本條款和條文項下創設的留置權可執行、完善（包括（如有必要）登記）和其他生效所需的任何事宜（包括獲得同意、簽署和製作文件、提供收據以及填寫和簽署文件）。

13. Expeditors的賠償。

對Expeditors的服務和墊付的賠償應包括所有第三方進行貨物搬運、運輸、裝載、卸載、儲存、清關、入境、交付、配送或其他處理的費用和收費，並作為該等費用和收費的補充，且不包括Expeditors從保險公司或其他人士收取的任何經紀費用、佣金、紅利或其他收入。客戶應支付Expeditors就以下事項產生的所有成本、支出和費用（包括合理的律師費）：（a）客戶任何支付負債或履行義務的強制執行（包括通過任何訴訟或加入破產或資不抵債法律程式（如未決）），或（b）Expeditors和客戶或任何其他人士之間的任何爭議。欠負Expeditors的全部金額必須使用Expeditors帳單中規定的法定貨幣，以立即可用的資金支付，不得進行任

何扣減、反索賠、抵銷、扣除，既沒有亦不應進行有關任何稅款、關稅、沒收、扣留或其他事項的扣減或預提。任何到期未付金額應按月利率百分之一點五（1.5%）（年利率19.72%）計息，直至付清。

14.知識產權。

Expeditors就任何服務提供、展示或使用的知識產權，包括資料庫、軟體、網頁、程式、進程和程式、報告、手冊、簡報、專利、商標、著作權、商業秘密、服務標識、技術訣竅、以及適用法律下承認的任何其他類似權利或無形資產（所有前述各項，包括原始程式碼和類似信息，稱為“知識產權”），乃花費巨資開發和維持，對Expeditors而言具有重大價值，屬機密和專屬財產，且在任何時候仍為Expeditors的獨家、排他財產。未經Expeditors事先書面同意，客戶不得直接或間接試圖或實際披露、使用、重新創造、複製、解碼、更改、變更、反彙編、反編譯或反工程任何知識產權。客戶確認並同意，對前述任何一項的違反均會對Expeditors造成無法彌補的損害。

15.數據隱私。

客戶陳述、保證和承諾，對於客戶為Expeditors能夠履行服務而提供給Expeditors 的客戶的聯繫方式或客人，或其他人士的信息（“客戶資

料”），其將遵守所有適用隱私和資料保護法律。對於客戶資料，客戶以適用法律下的“資料控制人”或類似身份行事。客戶進一步陳述、保證和承諾，其已從所有資料主體獲得向Expeditors披露和轉移客戶資料的適當同意。在向客戶提供服務過程中，Expeditors可能被要求與政府單位分享客戶資料，並可能處理客戶資料，從而以該資料在適用法律下的“資料處理人”或類似身份行事，並將根據客戶的合法指示處理客戶資料。Expeditors可使用客戶資料作為其客戶開戶、一般行政管理（如為開展合規、財務檢查、開票或債務追收）及履行其他服務事宜的一部分。在履行服務過程中，信息可發送至Expeditors全球辦事處及處理有關資料以提供所需服務。

16. 不可抗力。

對於全部或部分因Expeditors不可控制的情形造成的損失、損害、費用、延誤或不履行，Expeditors概不負責，Expeditors不可控制的情形包括：（i）天災，包括洪水、地震、風暴、颶風、電力故障或其他自然災害；（ii）戰爭、劫持、搶劫、盜竊或恐怖主義活動；（iii）運輸工具發生事故或狀況惡化；（iv）禁運；（v）民事暴動或內亂；（vi）貨物的瑕疵、性質或固有缺陷；（vii）客戶或可能對貨物享有權益的任何其他人士的作為、違約或遺漏；（viii）任何政府單位的行為，包括拒絕或取消任何進口、出

口或其他必要許可；或 (ix) 罷工、封鎖、怠工或其他勞資衝突。

17. 准據法；同意司法管轄和地點。

本條款和條文應根據香港特別行政區法律解釋，但不包括衝突法原則。客戶不可撤銷地同意接受香港特別行政區有管轄權法院對客戶和Expeditors的糾紛涉及的所有法律程序具有非排他管轄及作為該等法律程序的庭審地。客戶不可撤銷地同意在該等庭審地啟動一切法律程序及將一切法律程序移送該等法院審理。客戶還不可撤銷地同意把任何訴訟的啟動地點以及庭審地轉移到由Expeditors或其他人士提起的、Expeditors作為當事方的訴訟的任何場所。在上述約定庭審地啟動或轉移至上述約定庭審地的所有訴訟中，客戶放棄基於出庭不便享有的所有辯護理由。

18. 其他規定。

儘管有任何交易習慣、行為習慣、履約習慣或商業慣例，(a) 當提及Expeditors的協議、角色、接受、批准或同意時，即使沒有特別說明，如非採用書面形式並經Expeditors正式授權的高管簽署，該等協議、角色、接受、批准或同意均屬無效；(b) Expeditors未能或遲延行使任何權利、保償、權力或特權不視作棄權；(c) Expeditors對任何權利、保償、權力或特權的單次或部分行使不排除對該等權利、保償、權力或特權的任何其

他或後續行使，也不排除對任何其他權利、保償、權力或特權的行使；

(d) 未經Expeditors的具體事先書面批准，對本條款和條文、任何運輸單據或任何儲存文件或其部分的修正、修訂、撤銷、放棄或解除均無效。

Expeditors可不時變更本條款和條文。相關條款和條文可見於Expeditors的網站www.expeditors.com，在公佈後十五 (15) 個曆日生效，並可不同于預印的條款。如果本條款和條文與Expeditors開始服務之日Expeditors網站上有效的最新版本不一致，以最新版本為準。

對於運往美國的貨物的報關，需要根據美國聯邦法規第19章第111.29

(b) (1) 條 (19 CFR part 111.29(b)(1)) 作出下述提示：如您屬於備案進口商，向報關代理支付款項不會免除在報關代理不支付海關費用的情況下您對海關費用的責任。因此，如您通過支票付款，海關費用可通過由報關代理交付給海關的支票抬頭為“ (U.S. Customs Service) ”的單獨支票支付。

TERMS AND CONDITIONS OF SERVICE

(Please Read Carefully)

By requesting or accepting goods or services from Expeditors (“Service”) the Customer agrees to the following terms and conditions of service (“Terms and Conditions”).

1. Definitions and Rules of Construction.

“Expeditors” means **Expeditors International of Washington, Inc.**, and its subsidiaries and affiliates including **Expeditors Hong Kong Limited**.

“Customer” means any Person for whom, for whose benefit, or at whose request, Expeditors directly or indirectly renders the Service, including all of the Person’s agents, contractors, and/or other representatives, including shippers, importers, exporters, notify parties, carriers, secured parties, warehousemen, buyers and/or sellers, shipper’s agents, insurers and underwriters, break-bulk agents, consignees, holders and assignees of Transport Documents, Storage Documents or other commercial documents, and other similar parties. Customer shall give copies of these Terms and Conditions to all such Persons.

“Governmental Unit” means any applicable nation, state, province, district, county, municipality, public corporation, or any court, tribunal, department, subdivision, agency or instrumentality of any of the foregoing.

“Laws” means each present and future law, statute, code, rule, regulation, ordinance, rule of law, principle of law, order, decree, judgment, guidance, or the equivalent enacted, ratified, adopted, promulgated, or issued by an applicable

Governmental Unit, and all international conventions ratified by the United States of America and/or the Territory or otherwise mandatorily applicable under the laws of the United States of America and/or the Territory.

Terms such as “liability”, “obligation”, and “responsibility” include every duty to pay money, deliver value, provide services, perform an act, or refrain from performing an act.

“Person” includes an individual, trust, estate, partnership, association, business or nonprofit organization, Governmental Unit, or other legal entity.

“Storage Document” means a warehouse receipt, storage agreement, or other document evidencing the receipt of goods for storage, distribution or other handling.

The term “third party” includes each of the following, by whomever chosen or compensated: carrier, truckman, cartman, lighterman, forwarder, ocean transportation intermediary, ocean freight forwarder, non-vessel operating carrier, customs broker, agent, warehouseman, and each other Person to whom goods are entrusted for transportation, carriage, cartage, drayage, handling, delivery, storage, distribution, clearance, entry, or other service or activity.

“Territory” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Transport Document” means a bill of lading, waybill, forwarder’s cargo receipt, contract of carriage, or other document issued by Expeditors evidencing the receipt of goods for carriage.

Terms such as “includes” and “including” are not limiting. All references to

documents include documents in paper or electronic form. The captions are for convenience only and are not part of these Terms and Conditions. These Terms and Conditions shall be construed without regard to any presumption or rule requiring that they be construed against the Person causing all or part of them to be drafted. If these Terms and Conditions conflict with the terms of a Transport Document or Storage Document issued by Expeditors, the Transport Document or Storage Document controls. If any part of these Terms and Conditions is held invalid or unenforceable in a jurisdiction by a final, non-appealable judgment, the judgment does not affect the validity or enforceability of any other part of these Terms and Conditions in that jurisdiction or of any part of these Terms and Conditions in another jurisdiction.

2. Expeditors' Role.

Expeditors acts as the direct agent of Customer in all cases relating to the Service, except to the extent Expeditors acts as a carrier.

3. Choosing Routes or Agents.

Unless Expeditors otherwise agrees, Expeditors has complete freedom in choosing the means, routes, and procedures to be followed in handling, transporting, loading, unloading, storing, clearing, entering, delivering, distributing, or otherwise dealing with the goods, and in choosing the third parties to perform these services. All such third parties shall be considered as the agents of Customer. Advice by Expeditors to Customer that a particular Person has been selected to render services shall not be construed to mean that such Person will render such services.

4. Quotations Not Binding.

Quotations by Expeditors are for informational purposes only and are subject to change without notice. No quotation binds Expeditors unless Expeditors agrees to handle or transport the goods at specific rates and payment terms.

5. Customer's Duties.

(a) Customer must do the following: (1) provide and disclose all documents and information required to handle, transport, load, unload, store, clear, enter, deliver, distribute, and otherwise deal with goods (including commercial invoices in proper form and number, other documents necessary or useful in the preparation of the customs entry, and such further information to enable Expeditors to perform the Service, including the dutiable value, weights, measures, number of pieces, packages, cartons or containers, condition of the goods, classification, country of origin, genuineness of the goods and any mark or symbol associated with them, Customer's right to export, import and/or distribute the goods, and the admissibility of the goods, pursuant to Laws, all in the languages of and as may be required by the Laws of the country of origin or of destination); (2) immediately advise Expeditors of any errors, discrepancies, incorrect statements, or omissions in any document or other information; (3) review all documents, declarations, security filings, and other submissions prepared or filed with any Governmental Unit or any other Person; and (4) maintain all records required under applicable Laws. Unless otherwise agreed, Expeditors shall only keep such records that applicable Laws require Expeditors itself to maintain, but shall not act as a "record-keeper" or "third-party record-keeper" for Customer. Expeditors has no liability for any action taken or fines or penalties assessed by any Governmental Unit because Customer fails to comply with

any applicable Laws.

(b) Expeditors has no liability for increased duty, penalty, fine or expense, unless caused by the negligence or other fault of Expeditors, in which case its liability is governed by the provisions of paragraphs 7 and 8 below.

(c) Customer represents, warrants and covenants the accuracy, sufficiency, and completeness of all documents and information furnished to Expeditors by or for Customer. Expeditors has no duty to inquire into the accuracy, sufficiency, or completeness of any documents or information and in no instance shall be charged with information that Customer fails to give in writing. Expeditors may rely on all documents and information furnished to Expeditors. If Customer fails to perform any obligation, Expeditors may use its judgment in connection with the goods.

(d) Customer represents, warrants and covenants that it is and will remain in compliance with all applicable Laws, including but not limited to anti-corruption Laws such as the U.S. Foreign Corrupt Practices Act (“FCPA”) and the U.K. Bribery Act (“UKBA”); the U.S. Export Administration Regulations (“EAR”) administered by the U.S. Commerce Department’s Bureau of Industry and Security (“BIS”); the International Traffic in Arms Regulations (“ITAR”) administered by the U.S. State Department’s Directorate of Defense Trade Controls (“DDTC”); the U.S. Anti-Boycott regulations, and the various U.S. economic sanctions programs administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”); the Prevention of Bribery Ordinance (Laws of Hong Kong, Cap. 201) (“POBO”); Drug Trafficking (Recovery of Proceeds) Ordinance (Laws of Hong Kong, Cap. 405); Anti-Money Laundering and Counter Terrorist Financing Ordinance (Laws of Hong Kong, Cap. 615) in force in Hong Kong, and that the

information the Customer provides to Expeditors in connection with Customer's compliance with all such applicable Laws is true and complete. Customer shall also comply with all applicable Laws of any country or other jurisdiction to, from, through, over or in which any goods may be carried, including all applicable Laws relating to the marking, packing, carriage, storage, clearance or delivery of the goods. Customer represents, warrants and covenants that the export jurisdiction and classification of all goods is correct and that it shall immediately notify Expeditors in writing of any changes to such information. Customer further represents, warrants and covenants that all goods are properly marked, addressed, and packaged to withstand ocean transport, air transport, and ground transport. Expeditors is not liable to Customer for loss, damage, expense or delay due to the Customer's failure to comply with these Terms and Conditions. Customer shall indemnify and hold Expeditors harmless against any and all claims, losses, or damages arising from the conduct of Customer or any of its officers, directors, employees, agents, owners or other Persons working for or with Customer under these Terms and Conditions that constitutes a violation of the Customer's obligations, representations, warranties and covenants contained herein.

(e) Unless otherwise agreed, Customer shall pay all duties and other Customs charges by automated clearing house.

(f) Unless otherwise agreed, Expeditors has no obligation to take any pre- or post-Customs release action, including obtaining binding rulings, advising of liquidations, filing of petitions and/or protests, etc.

(g) Where Expeditors prepares and/or issues a Transport Document or Storage Document, Expeditors has no obligation to specify thereon the number of pieces,

packages and/or cartons, etc., or the condition of the goods.

6. Insurance.

Unless Expeditors otherwise agrees, Expeditors has no obligation to procure insurance. If Expeditors agrees to procure insurance, Expeditors has the right to select the insurance companies and underwriters. The insured shall have recourse against the insurer only and not against Expeditors. Customer is responsible for all insurance premiums and for Expeditors' charges to arrange for insurance.

7. Limitation of Liability for Loss, Damage, Expense or Delay.

(a) Expeditors has no obligations other than those set forth in these Terms and Conditions or in any Transport Document or Storage Document issued by Expeditors. Except as specifically set forth in these Terms and Conditions or mandatorily required by applicable Laws, Expeditors makes no express or implied warranties in connection with its services.

(b) To the extent permitted by applicable Laws, in the absence of proven negligence or other fault by Expeditors while the goods are in the physical custody of Expeditors, Expeditors has no liability whatsoever for any direct or indirect or consequential loss, damage, expense or delay (without limitation, including loss of profits, loss of business).

(c) Subject to the further limitations of liability in subparagraphs (d) and (e), Expeditors' liability for any loss, damage, expense or delay resulting from the proven negligence or other fault of Expeditors is limited as follows: (1) if the claim arises from Expeditors' Customs brokerage services, the lesser of fifty dollars (US) (\$50) per entry or the amount of brokerage fees paid to Expeditors for the entry; (2)

if the claim relates to transportation services covered by a Transport Document or storage, distribution or handling services covered by a Storage Document issued by Expeditors, the monetary limits on Expeditors' liability provided for in the Transport Document or Storage Document; or (3) if clauses (1) and (2) do not apply, the lesser of fifty dollars (US) (\$50) per shipment or the commercial invoice value of the shipment. However, the applicable amount of any partial loss, damage, expense or delay shall be adjusted pro rata.

(d) Customer acknowledges that Expeditors and third parties to whom goods are entrusted limit their liability for loss, damage, expense, or delay under this paragraph 7. Customer may obtain an increase in the liability of Expeditors above the limits set forth in subparagraph (c) if Expeditors agrees to the request before it renders any services and the agreement sets forth the limit of Expeditors' liability and the additional compensation received or paid for the added liability. Otherwise, any valuation that Customer places on the goods shall be considered for export or customs purposes only.

(e) AS A FURTHER LIMITATION ON EXPEDITORS' LIABILITY, CUSTOMER AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE MAXIMUM AGGREGATE OF EXPEDITORS' LIABILITY TO CUSTOMER FOR ANY CHARGES, CLAIMS, DAMAGES, LIABILITIES, JUDGMENTS, COSTS, EXPENSES, PAYMENTS OR LOSSES OF ANY KIND DURING ANY CALENDAR YEAR THAT ARE NOT ALREADY LIMITED BY OTHER PROVISIONS OF THIS PARAGRAPH 7, WHETHER OR NOT THE SAME ARISE OUT OF OR RELATE TO SERVICES PERFORMED BY EXPEDITORS, SHALL BE NO MORE THAN THE LESSER

OF THE FOLLOWING: (i) TEN THOUSAND DOLLARS (US) (\$10,000); (ii) ACTUAL, DIRECT DAMAGES; OR (iii) THE AGGREGATE SERVICE CHARGES PAID BY CUSTOMER TO EXPEDITORS DURING THE SAME PERIOD.

(f) AS A FURTHER LIMITATION ON EXPEDITORS' LIABILITY, CUSTOMER AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, EXPEDITORS SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, INCOME OR OPPORTUNITY, EVEN IF EXPEDITORS IS ON NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES OR FOR THE ACTS OR OMISSIONS OF ANY OTHER PERSON AND HOWEVER ARISING, INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, WILLFUL OR INTENTIONAL ACTS OR OMISSIONS.

(g) THE LIMITATIONS AND EXCLUSIONS IN THIS PARAGRAPH 7 APPLY EVEN IF THEY CAUSE ANY REMEDY OTHERWISE AVAILABLE TO FAIL OF ITS ESSENTIAL PURPOSE AND WITHOUT REGARD TO EXPEDITORS' PERFORMANCE OF FAILURE OR DELAY OF PERFORMANCE.

(h) To the maximum extent permitted by applicable Laws, Customer hereby waives all non-mandatory rights and remedies under the Carmack Amendment or any similar national laws or regulations.

(i) Goods may be entrusted to third parties subject to all conditions as to

limitations of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions appearing in Transport Documents, Storage Documents, receipts, tariffs, or other documents issued by such Persons. Expeditors has no additional liability for any loss, damage, expense, or delay caused by the acts or omissions of third parties.

8. Limitation of Actions.

(a) With respect to any act or omission by Expeditors, Customer must present to Expeditors at Expeditors office (1) a preliminary notice of claim within fourteen (14) calendar days after the loss or incident giving rise to the claim and (2) a formal written sworn proof of claim within one hundred eighty (180) calendar days from the date of loss or incident giving rise to the claim. Failure to satisfy these requirements is a complete defense to any suit or action by Customer, to the extent applicable Law does not mandatorily provide otherwise.

(b) Notwithstanding the Limitation Ordinance (Laws of Hong Kong, Cap. 347) governing limitation of actions, any suit to recover on a claim against Expeditors must be commenced within one (1) year after the date of delivery or release of the goods, the date when the goods should have been delivered or released, or the date when any other loss, damage, expense, or delay first arose, whichever earlier.

9. Payment and Credit Terms.

Expeditors' standard payment terms require receipt of cash before performance of the Service. Expeditors may in its sole discretion extend credit to Customer. The amount and terms of credit are subject to Expeditors' periodic

review. Expeditors may in its sole discretion increase, decrease, suspend or revoke credit at any time for any reason and without advance notice. Except to the extent Expeditors otherwise agrees, Expeditors has no obligation to make or incur any expense, guarantee or advance for any purpose.

10. Indemnification.

Customer shall indemnify Expeditors and hold Expeditors harmless from and against all charges, claims, damages, liabilities, judgments, costs, expenses, payments or losses of any kind (including for purchase price, freight, storage, demurrage, detention, duties, taxes, fines, penalties, incidental, indirect, consequential or exemplary damages, and Expeditors' litigation expenses and reasonable expenses, including attorneys' fees) arising from or related to any one or more of the following: (a) any breach of any representation, warranty, covenant, agreement, undertaking, consent, or waiver by Customer; (b) any failure of Customer to pay or perform when due its obligations to Expeditors or to any other Person (including any Governmental Unit, carrier, vendor, holder or assignee of any Transport Document, Storage Document, or other commercial document); (c) Customer's violation of any Laws or failure to disclose, correct, or complete any entry, export, security or other data or documents; (d) any other claim by any such other Person, in each case, even if not due to any negligence or other fault of Customer. If any action, claim, suit or proceeding is brought against Expeditors, Expeditors shall give notice in writing to the Customer by mail to the address on file with Expeditors. At Customer's expense, Expeditors may employ attorneys and other professionals of its own choice in connection with any indemnified matter. Customer's indemnity obligation in this paragraph shall not apply to the extent a court of competent jurisdiction enters a final, non-appealable judgment, specifically

finding that the charge, claim, damage, liability, judgment, cost, expense, payment or loss was directly and proximately caused by Expeditors' gross negligence or willful misconduct.

11. Sale of Perishable Goods.

Perishable goods or live animals for which Customer gives no instructions for disposition may be sold or otherwise disposed of without any notice to the Customer, owner, or consignee, and payment or tender of the net proceeds of any sale after deduction of charges is equivalent to delivery of the goods. If for any reason a shipment is refused or remains unclaimed at any place or is returned, the Customer must still pay Expeditors for all charges and expenses in connection with the goods. Nothing obligates Expeditors to forward, enter or clear the goods or arrange for their disposal.

12. General Lien (and Pledge) on any Property.

To the maximum extent permitted by applicable Laws (and without limitation to any other rights or remedies available to Expeditors under applicable Laws), Customer hereby provides to Expeditors a general lien and pledge on any and all property (and documents relating thereto) now or hereafter in Expeditors' possession, custody or control or en route as security for all existing and future indebtedness and obligations of Customer to Expeditors. This lien and pledge are in addition to any other rights and remedies Expeditors may have under other agreements or applicable Law, and shall survive delivery or release of any property. Expeditors has the right to withhold delivery or release of any property if Customer is in breach of any indebtedness or obligation to Expeditors, even if not related to such property. If any such indebtedness or obligation is unsatisfied, Expeditors may,

in addition to all other rights and remedies under other agreements and/or applicable Law, exercise all of the rights and remedies of a secured party under the Uniform Commercial Code of the United States and any similar applicable Laws. Any notice required to be given of a sale or other disposition made at least ten (10) calendar days before a proposed action constitutes fair and reasonable notice. Any surplus from the sale or other disposition, after deduction for all sums owed to Expeditors, shall be transmitted to Customer, and Customer shall be liable for any deficiency. Customer agrees to do anything (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) which Expeditors asks and considers necessary for the purposes of ensuring that the lien created hereunder is enforceable, perfected (including registered if necessary) and otherwise effective.

13. Compensation of Expeditors.

The compensation of Expeditors for its services and advances shall be included with and is in addition to the rates and charges of all third parties to handle, transport, load, unload, store, clear, enter, deliver, distribute or otherwise deal with the goods, and shall be exclusive of any brokerage, commissions, dividends or other revenue received by Expeditors from insurers or other Persons. Customer shall pay all costs, expenses and fees (including reasonable attorneys' fees) incurred by Expeditors in connection with (a) the enforcement of payment or performance of any indebtedness or obligation of Customer (including by any action or participation in, or in connection with, a bankruptcy or insolvency proceeding, wherever pending) or (b) any dispute between Expeditors and Customer or any other Person. All amounts owed to Expeditors must be paid in the lawful currency specified in Expeditors' invoices in immediately available funds, without abatement,

counterclaim, set-off, recoupment, and free and clear of, and without any deduction or withholding for, any taxes, duties, confiscation, detention, or other matters. If any amount is not paid when due, it shall accrue interest until paid at one and one-half percent (1.5%) per month (19.72% per annum).

14. Intellectual Property.

Expeditors' intellectual property provided, demonstrated or used in connection with any services, including databases, software, web pages, programs, processes and procedures, reports, manuals, presentations, patents, trademarks, copyrights, trade secrets, service marks, know-how and any other similar rights or intangible assets recognized under applicable Law (all of the foregoing, including source codes and similar information, "Intellectual Property"), was developed and maintained at great expense, is of great value to Expeditors, is confidential and proprietary, and shall remain the sole and exclusive property of Expeditors at all times. Without Expeditors' prior written consent, Customer shall neither directly nor indirectly attempt to or actually disclose, use, re-create, duplicate, decode, alter, change, disassemble, decompile, or reverse engineer any Intellectual Property. Customer acknowledges and agrees that a violation of any of the foregoing shall cause irreparable harm to Expeditors.

15. Data Privacy.

Customer represents, warrants and covenants that it complies with all applicable privacy and data protection Laws with respect to information ("Customer Data") about contacts or clients of Customer or about other Persons that Customer provides to Expeditors to enable Expeditors to perform the Service. With respect to Customer Data, Customer acts as a "data controller" or similar term under applicable

Law. Customer further represents, warrants and covenants that it has obtained the proper consent from all data subjects to the disclosure and transfer of Customer Data to Expeditors. In providing the Service to Customer, Expeditors may be required to share Customer Data with Governmental Units and may process Customer Data and thus act as a “data processor” or similar term under applicable Law with respect to such data and will process Customer Data in accordance with lawful instructions from Customer. Expeditors may use Customer Data as part of its Customer account opening, general administration process (e.g., in order to carry out compliance, financial checks, invoicing, or debt recovery), and otherwise in performing the Service. The information may be transferred to or accessible from Expeditors’ offices around the world in performing the Service.

16. Force Majeure.

Expeditors is not liable for loss, damage, expense, delay, or nonperformance resulting in whole or in part from circumstances beyond the control of Expeditors, including: (i) acts of God, including flood, earthquake, storm, hurricane, power failure or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation; (iv) embargoes; (v) civil commotions or riots; (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract, or omissions by Customer or any other Person who may have an interest in the goods; (viii) acts by any Governmental Unit, including denial or cancellation of any import, export or other necessary license; or (ix) strikes, lockouts, slowdowns or other labor conflicts.

17. Governing Law; Consent to Jurisdiction and Venue.

These Terms and Conditions shall be construed according to the Laws of

Hong Kong Special Administrative Region, without regard to conflict of law principles. Customer irrevocably consents to non-exclusive jurisdiction and venue for all proceedings related to disputes involving Customer and Expeditors in the courts of competent jurisdiction in Hong Kong Special Administrative Region. Customer irrevocably consents to the commencement and transfer of all proceedings to such venue. Customer also irrevocably consents to the commencement and to the transfer of venue in any action to any other venue in which Expeditors is party to an action brought by itself or another Person. Customer waives all defenses based on inconvenience of forum in all actions commenced in or transferred to the venues agreed to above.

18. Miscellaneous.

Notwithstanding any course of dealing, course of conduct, course of performance, or usage of trade, (a) whenever reference is made to the Expeditors' agreement, role, acceptance, approval or consent, even if not specifically so stated such agreement, acceptance, role, approval or consent is not effective unless in writing and signed by a duly authorized officer of Expeditors, (b) neither failure nor delay by Expeditors to exercise any right, remedy, power, or privilege operates as a waiver, (c) no single or partial exercise of any right, remedy, power, or privilege by Expeditors precludes any other or further exercise thereof or the exercise of that or any other right, remedy, power, or privilege, (d) no amendment, modification, rescission, waiver or release of all or part of these Terms and Conditions, any Transport Document, or any Storage Document is effective without the Expeditors' specific prior written approval. Expeditors may from time to time change these Terms and Conditions. The applicable Terms and Conditions can be found on Expeditors' website, www.expeditors.com, are effective fifteen (15) calendar days

after such publication, and may differ from the pre-printed terms. In the event of a conflict between these Terms and Conditions and the updated version on Expeditors' website in effect on the date that Expeditors commences services, the updated version controls.

For customs brokerage on shipments to the United States of America, the following notice required is to be given pursuant to 19 CFR part 111.29(b)(1): If you are the importer of record, payments to the broker will not relieve you of liability for customs charge in the event the charges are not paid by the broker. Therefore, if you pay by check, customs charges may be paid with a separate check payable to the "U.S. Customs Service" which shall be delivered to Customs by the broker.