1. DEFINITIONS AND GENERAL CLAUSES

1.1 In these Conditions, unless the context otherwise requires:

"Company" means NAF Northern Ocean Freight Limited a member of the Hong Kong Association of Freight Forwarding and Logistics Limited trading under these Conditions.

"Conditions" means the entire undertakings, terms and conditions embodied herein.

"Customer" means any person at whose request or on whose behalf Company provides a Service.

"Customer's Equipment" means Transport Units, equipment and vehicles other than those provided by or for Company.

"Dangerous goods" includes any goods, substances, materials or articles:

(a) which are or may become dangerous, explosive, noxious, hazardous, inflammable, combustible, radioactive, toxic, infectious, poisonous, corrosive or oxidizing; or which are or may become liable to damage any property whatsoever or injure any person whomsoever; or which harbour or encourage or are likely to harbour or encourage vermin or other pests; or which are improperly or dangerously packed; or which for any reason whatsoever are liable to be seized, forfeited or detained or cause any other property or person liable to be seized, forfeited, detained or arrested by any lawful authority;

(b) which are classified as dangerous goods in any applicable national laws or international conventions or regulations from time to time in force, including, without limitation, the International Maritime Dangerous Goods Code published by the International Maritime Organization, the Technical Instructions for the Safe Transport of Dangerous Goods by Air approved and published by decision of the Council of the International Civil Aviation Organization, the IATA Dangerous Goods Regulations, the Dangerous Goods Ordinance (Cap. 295, Laws of Hong Kong), the Dangerous Goods (Application and Exemption) Regulations (Cap 295 sub. leg. A, Laws of Hong Kong), Schedule 16 to the Air Navigation (Hong Kong) Order 1995 (Cap 448 sub. leg. C, Laws of Hong Kong) (cited as the Air Navigation (Dangerous Goods) Regulations), and the Dangerous Goods (Consignment by Air) (Safety) Ordinance (Cap 384, Laws of Hong Kong); or

(c) the properties of which are or may become dangerous when the Services contracted for are rendered to them, and include empty receptacles or other Transport Units which have been used for or in connection with the storage or holding or carriage of any dangerous goods, unless the same shall have been properly cleaned and dried, gas freed or ventilated, or cleaned and adequately closed, or otherwise treated so as to be rendered safe and non-dangerous.

"Goods" means all or any part of the goods (including, except where the term is used in Clause 20.4(a), any Customer's Equipment) in respect of which any Service is or is to be provided by Company.

"Guadalajara Convention" means the Convention supplementary to the Warsaw Convention, for the unification of certain rules relating to international carriage by air performed by a person other than the contracting carrier signed at Guadalajara on 18 September 1961.

"Hague-Visby Rules" means the International Convention for the Unification of certain rules Relating to Bills of Lading signed at Brussels on 25 August 1924 ("Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 (and, where applicable, the Protocol signed at Brussels on 21 December 1979).

"Instructions" means statements of Customer's specific requirements, whether oral or in writing.

"Liabilities" includes all and any claims, demands, losses, damages, liabilities, responsibilities, fines, penalties, costs and expenses (including legal costs and expenses) of whatsoever nature and howsoever arising.

"Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air done at Montreal on 28 May 1999.

"Owner" includes all and any of the following persons: the owner, shipper, consignee of the Goods and any other person who is or may become interested in or otherwise entitled to the possession of the Goods, and anyone acting on behalf of any of the persons aforesaid.

"Perishable goods" means any goods of a perishable nature and includes goods which require temperature control or goods with a short shelf-life.

"Rights and Defences" includes all and any rights, remedies, defences, exemptions of liabilities, limitations of liabilities, liberties, immunities and benefits of whatever nature and howsoever acquired.

"Separate Terms" has the meaning ascribed to it in Clause 2.3.

"Services" means all and any business undertaken by Company including the provision or procuring the provision of any advice, information and services whatsoever (including without limitation any advice, information or services of or relating to any of the following: forwarding, carriage, transportation of goods (in each case whether international, regional, cross border or local and whether by sea or air or land or any combination thereof); storage, loading, unloading, packing, unpacking, stuffing, un-stuffing, consolidation, de-consolidation, warehousing, distribution, collection, delivery, inventory and management control, labelling, repacking, reorganisation, other processing, tracing and tracking and other handling of goods; order handling, documents preparation and customs brokerage; and in each case services ancillary or incidental thereto).

"Sub-contractors" means direct and indirect sub-contractors (of any degree) and their respective officers, servants and agents.

"Transport Unit" includes any container, trailer, flat, tank, packing case, pallet and any other device used for and in connection with the carriage and/or consolidation of goods, and any equipment ancillary thereto.

"Valuable goods" means any goods of a valuable nature including without limitation: bullion, bank notes, cash money, coins, traveller's cheques, drafts, credit cards, documents or papers of value of all kinds, articles or materials containing information or data of value in any form, precious stones, jewellery, antiques, works of art, valuables of all kinds; and including such other goods or materials the value of which exceeds the value limit as may from time to time be specified by Company.

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

1.2 Interpretation. In these Conditions, unless the context otherwise requires: words importing the singular include the plural and vice versa; words importing a gender include every gender; references to persons include any individual, body corporate or unincorporated and any other entity; references to "third party(ies)" also include a party or parties which is or are the parent, subsidiary or associated company(ies) of Company; references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are re-enactments (whether with or without modification); references to Clauses are to clauses of these Conditions. Clause headings and sub-headings are for convenience only and do not affect the construction of these Conditions.

1.3 No Variation. No servant or agent of Company has authority to waive or vary any provision of these Conditions, unless such waiver or variation is in writing and signed by a duly authorized person or director of Company.

1.4 Severability. Each of the provisions of these Conditions is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired thereby.

1.5 Rights Cumulative. Any of the Rights and Defences conferred on Company by these Conditions shall be in addition to and without prejudice to all other Rights and Defences available to it (whether contained in these Conditions or under statue or otherwise available in law).

1.6 No Waiver. No omission or delay on the part of Company in exercising any of its Rights and Defences shall operate as a waiver thereof, nor shall any single or partial exercise by Company of any such Rights and Defences preclude the further or other exercises thereof or the exercise of any other Rights and Defences which it has or may have.

1.7 Notices to Company. All notices required to be given to Company under these Conditions shall be in writing delivered to or sent by mail (postage prepaid) to Company's registered office for the time being in Hong Kong or in such other manner or to such other address as Company may notify Customer in writing.

1.8 Notices by Company. Wherever it is provided in these Conditions that notice shall be given by Company to Customer or any other person such notice shall be dispensed with if despite reasonable efforts, Customer or such other person cannot reasonably be contacted.

1.9 Action in contract, tort, etc. The Rights and Defences of Company provided in these Conditions shall apply in any action against Company whether founded in contract, tort, bailment, trust or howsoever otherwise founded.

1.10 Customer's/Owner's Indemnity. Any agreement or undertaking by Customer or Owner contained or implied in these Conditions to indemnify Company shall be construed as an agreement or undertaking to indemnify Company, its officers, servants, agents and sub-contractors (and each of them).

1.11 Customer's Declarations etc. Nothing in these Conditions shall be construed to affect or prejudice the Rights and Defences of Company, its officers, servants, agents or sub-contractors in or under any separate declarations, certifications, warranties, undertakings and/or indemnities provided or given by or on behalf of Customer and/or Owner.

1.12 Protective Provisions. Subject to Clause 2.2, provisions in these Conditions which:

(a) exempt, exclude, relieve or limit the liability of Company, its officers, servants, agents or sub-contractors (including without limitation provisions which limit the time for giving notice of claim or commencing proceedings); or

(b) require Customer and/or Owner to indemnify Company its officers, servants, agents or sub-contractors

shall apply and take effect notwithstanding (i) any act, omission, negligence, neglect or default of Company, its officers, servants, agents, sub-contractors or any person for whom Company is responsible, or (ii) the circumstances or cause of any loss or damage (to which such exemption, exclusion, relief, limitation or indemnity relates) be unexplained, or (iii) any other matters or causes whatsoever.

2. APPLICATION OF CONDITIONS

2.1 Subject to Clauses 2.2 and 2.3 all and any Services, whether gratuitous or otherwise, are provided subject to these Conditions which are deemed to be incorporated in any agreement between Company and Customer, to the exclusion of all other terms and conditions furnished by Customer or Owner or any other persons on their behalf.

2.2 If any legislation is compulsorily applicable to any Service, these Conditions shall as regards such Service be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by Company of any of its Rights and Defences or as an increase of any of its liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such Service be void to that extent but no further.

2.3 Where Company (in its own name) issues its own bill of lading or waybill (air or sea or road) or cargo receipt in pursuance of the Montreal Convention and provides in it that it contracts as a carrier, or otherwise enters into any separate contract in writing on other terms and conditions for any Service, the terms and conditions ("Separate Terms") embodied or incorporated in such bill of lading, waybill, cargo receipt, or separate contract shall be paramount and prevail in respect of the Service contracted for to the extent that these Conditions are in conflict with the Separate Terms; PROVIDED that where:

(a) the provisions of these Conditions on any matter are not in conflict with the applicable terms of the Separate Terms; or

(b) in respect of any matter about which the Separate Terms are silent

the provisions of these Conditions, unless otherwise expressly stated in the Separate Terms, shall continue to apply and be operative. For the avoidance of doubt, the signing or issue of a bill of lading or waybill or cargo receipt by Company as agent of a third party is not the issue by Company of its own bill of lading or waybill or cargo receipt.

3. CUSTOMER AND OWNER

3.1 Customer entering into any transaction or business with Company expressly warrants that Customer is either Owner or authorized agent of Owner, and that it is authorized to accept and does accept these Conditions not only for itself but also for and on behalf of Owner.

3.2 Customer agrees and warrants that all and any representations, warranties, undertakings, agreements, obligations (including obligations to pay), liabilities, responsibilities and indemnities expressed or implied to be made, given or assumed by Customer in or under these Conditions are made, given and assumed by Customer jointly and severally with Owner.

3.3 Customer agrees and warrants that all and any Rights and Defences available to Company may be enforced or raised by it against Customer and Owner (and each of them).

4. STATUS AND ROLE OF COMPANY

4.1 Company reserves to itself the discretion to provide any service as a principal or to procure as an agent the provision of the required service by third party(ies).

4.2 Company acts as a principal in respect of a Service if and to the extent that one or more of the following is applicable:

(a) the Service is performed by Company itself and the Goods are in its actual custody and control;

(b) where (as described in Clause 2.3) Company issues its own bill of lading or waybill or cargo receipt as a carrier or enters into a separate contract and under the Separate Terms Company contracts as a principal;

(c) under any compulsorily applicable law Company is or is deemed to be providing the Service as a principal.

4.3 Company shall not be taken to be acting as a principal in respect of any Service by reason only of any one or more of the following:

(a) the charge by Company of an inclusive price;

(b) the supply by Company of its owned or leased equipment and/or facilities;

(c) the arrangement by Company for Goods to be forwarded, carried, transported, stored or otherwise handled together or in consolidation with other goods.

4.4 Save as provided in Clause 4.2, all Services to Customer are provided by Company as agent. Without prejudice to the generality of the foregoing sentence, Company always acts as an agent:

(a) where Company procures the issue of a third party bill of lading or waybill (air or sea or road) or other transport documents (including but not limited to cargo receipts under the Montreal Convention) containing or evidencing a contract of carriage between a third party and Customer (whether or not the same is expressly signed/issued by Company as agent of the third party);

(b) when Company provides any Service in respect of or relating to customs clearance or other requirements, taxes, licences, consular documents, certificates of origin, inspection, other certification and other services similar or incidental thereto; or

(c) where Clause 12 and/or Clause 13 applies.

4.5 Customer consents that Company may act as agent or sub-contractor of any third party in any transaction or service or business which relates to or otherwise affects Customer or Owner or the Goods. Where Company acts as such agent or sub-contractor, Clause 7, without prejudice to Company's other Rights and Defences whether under these Conditions or otherwise, shall apply.

4.6 Company shall be entitled to perform any Service or exercise any power or discretion hereunder by itself or its parent or subsidiary companies. Any contract to which these Conditions apply is made by the Company on its own behalf and also as agent for and on behalf of any such parent or subsidiary company and any such company shall be entitled to the benefits of these Conditions.

4.7 Clauses 5 and 6 respectively set out certain specific provisions where Company acts as an agent or (as the case may be) as a principal. For the avoidance of doubt, the other provisions of these Conditions are, in either case, applicable unless in conflict with or repugnant to the applicable specific provisions.

4.8 Company is not a common service provider and never a common carrier, and may in its sole discretion refuse to provide any service to any person.

4.9 All and any Services provided by Company gratuitously will be provided without acceptance of any liability of whatever nature and howsoever arising. Services shall be deemed provided gratuitously if provided by Company free of charge (other than disbursements, out of pocket expenses, and items referred to in Clause 11.4).

5. COMPANY ACTING AS AGENT

5.1 When Company acts as agent, Company shall be entitled, and Customer hereby expressly authorizes Company, to:

(a) enter into (in the name of Customer or Owner or Company or otherwise) all and any contracts with any third party on any terms (including standard trading terms and terms exempting or limiting liability of such third party); and

(b) do all and any other acts

on behalf of Customer and/or Owner in relation to the performance or fulfillment of Customer's instructions. Matters authorized aforesaid include without limitation selecting, engaging and contracting with any carriers, forwarders, truckmen, receiving agents, delivery agents, warehousemen, packers and other service providers.

5.2 Company shall be entitled in its sole discretion to delegate on any terms its authority in whole or in part.

5.3 In entering into any contract or doing any act as referred to in Clause 5.1, Company does not itself make or purport to make any contract with Customer or Owner for provision of the services by itself and acts solely on behalf of Customer and/or Owner in procuring the required services by third party(ies) so that the contractual relationship is between Customer and/or Owner and the third party(ies). Company shall have no liability or responsibility whatsoever in respect of any act, or omission, negligence, neglect or default of the third party(ies) or in respect of the Goods. Customer agrees to be bound by all and any such contracts and acts, and shall defend, indemnify and hold harmless Company from and against any Liabilities which Company may incur or suffer arising from or in connection with such contracts or acts.

5.4 Unless contrary written instruction is given by Customer and accepted by Company in writing, Customer waives all rights of enquiry as to the terms, conditions and other particulars of contracts or arrangements entered into by Company pursuant to Clause 5.1.

5.5 Without prejudice to other methods by which Company may charge Customer, Customer expressly agrees that Company may in its discretion charge Customer an inclusive sum and so that the difference between the amount charged by Company and the amount charged by the third party will represent Company's remuneration or commission or income.

5.6 Unless otherwise agreed in writing, the Company shall be deemed to be acting as agent in any case where the Company enters into a contract with any other person for the carriage, storage, packing or handling of the Goods or for any other Services in relation thereto and such contract is capable of being enforced by the Customer or Owner as principal whether or not the Customer or Owner is named or disclosed as principal by the Company.

6. COMPANY ACTING AS PRINCIPAL

6.1 If Company acts as a principal in relation to a Service, then subject to Clause 2.2 and any contrary provisions of the Separate Terms (if any), this Clause 6 and (in accordance with Clause 4.7 and the proviso of Clause 2.3) the other provisions of these Conditions shall apply.

6.2 Where Company acts as a principal in relation to a Service, Company shall have full liberty to perform the Service itself, or to sub-contract on any terms whatsoever the whole or any part of the Service. In respect of any Service (or any part thereof) sub-contracted:

(a) Company shall have full benefit of the Rights and Defences available to the sub-contractor(s) (whether in contract or under statute or otherwise in law) as if such Rights and Defences were expressly incorporated herein for the benefit of Company, and the liability of Company shall be limited to the amount recoverable by Company from the sub-contractor(s).

(b) Where Company sub-contracts any Service (or any part thereof) to a third party, Customer shall defend, indemnify and hold harmless Company from and against any Liability which Company may incur or suffer arising from or in connection with such sub-contract or sub-contracting arrangements, unless such Liability is caused by the wilful default or wilful misconduct of Company.

6.3 Where Company acts as a principal in the carriage of Goods, Company's liability (if any) for loss or damage or delay of Goods shall be determined as follows:

(a) If the stage of carriage during which the loss or damage or delay occurred is known, Company's liability shall be determined by the provisions of any international convention or national law the provisions of which:

(i) cannot be departed from by private contract to the detriment of the claimant; and

(ii) would have applied if the claimant had made a separate and direct contract with Company in respect of the particular stage of carriage during which the loss or damage or delay occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable

AND Company shall be entitled to all Rights and Defences under or pursuant to such international convention or national law as well as other Rights and Defences under these Conditions which are not repugnant to such international convention or national law.

(b) In any other case (including without limitation where (i) the stage of carriage during which the loss or damage or delay occurred is unknown, or (ii) although such stage is known, no international convention or national law would apply by virtue of Clause 6.3(a) to such loss or damage or delay), Company's liability shall be determined in accordance with these Conditions including (without limitation) in particular Clause 20.

6.4 The international conventions which may be applicable include (a) in relation to carriage by sea, the Hague Rules and the Hague-Visby Rules and (b) in relation to carriage by air, the Warsaw Convention, Guadalajara Convention and Montreal Convention. Customer is hereby notified that the applicable international conventions do generally contain provisions limiting or exempting liability of carriers in certain circumstances.

6.5 In respect of carriage by air the following notice is hereby given:

"If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and that the Warsaw Convention governs and in most cases limits the liability of carriers in respect of loss of or damage or delay to cargo.

The agreed stopping places (which may be altered by carrier in case of necessity) are those places, except the place of departure and the place of destination, set forth on the face of the air waybill or shown in carrier's timetables as scheduled stopping places for the route."

Further, for the avoidance of doubt it is hereby declared that for the purpose of Article 9 of the (unamended) Warsaw Convention signed on 12 October 1929, cargo shall not be deemed to be accepted by carrier until the waybill has been made out.

6.6 Without prejudice to the generality of Clause 6.2 and Company's other Rights and Defences, where the owner, charterer or operator of the vessel concerned or any other person entitled establishes a limitation fund pursuant to the applicable International Convention on the Limitation of Liability for Maritime Claims or applicable national law, then Company's liability shall be limited to that proportion of the limitation fund as allocated to the Goods concerned.

6.7 The Both to Blame Collision and New Jason Clauses published by the Baltic and International Maritime Council and obtainable from Company or its agent upon request are hereby incorporated in these Conditions.

Without prejudice to the generality of Clause 6.2, if Company incurs any Liability under a Both to Blame Collision Clause or New Jason Clause or any other similar clause under any sub-contract entered into for the purpose of any Service to Customer or Owner, Customer shall defend, indemnify and hold harmless Company from and against such Liability.

7. COMPANY ACTING FOR THIRD PARTY SERVICE PROVIDER

7.1 Where (as provided in Clause 4.5) Company acts as agent or sub-contractor of a third party, it is hereby agreed that in respect of any act, omission, negligence, neglect or default committed by Company in the course of acting as such agent or sub-contractor, Company, as against or relate to Customer or Owner or others claiming under Customer or Owner or any relevant goods, shall (subject to Clause 2.2) be entitled to:

(a) all the Rights and Defences available to such third party (or its agents or sub-contractors), whether in contract or under statute or otherwise available in law, as if such third party Rights and Defences were expressly incorporated in these Conditions for the benefit of Company and made applicable to such act, omission, negligence, neglect or default; and

(b) (without prejudice to (a) above) all the Rights and Defences of Company under these Conditions or otherwise available in law.

7.2 Without prejudice to its generality, Clause 7.1 shall apply where Company acts as agent or sub-contractor of a third party and in connection with any carriage of goods undertaken by such third party delivers (or arranges to deliver) to Customer or Owner or collects (or arranges to collect) from Customer or Owner any goods after their discharge or prior to their loading.

8. CUSTOMER'S WARRANTIES AND OBLIGATIONS

8.1 Customer warrants to Company as follows:

(a) Instructions given to Company (or any person on its behalf) are lawful, reasonable, sufficient and executable.

(b) Goods to be presented to Company (or any person on its behalf) shall be presented at Company's nominated place of presentation within the appointed time and in the quantity, packaging and conditions as previously agreed by Company.

(c) Goods presented for any Services are lawful goods and contain no contraband or prohibited items or any item which infringes or may infringe intellectual property or other rights of any other person.

(d) Goods presented are fit and suitable for the Services and the purposes for which they are made available or presented to Company or any person on its behalf.

(e) When presented, the Goods are in such condition so as not to cause damage or injury or likely to cause damage or injury to any property or person for any reason whatsoever.

(f) Prior to presentation, Customer shall have notified Company in writing of any special nature of the Goods which require special or specific handling, precaution or attention.

(g) Particulars of Goods given to Company (or any person on its behalf) are complete, accurate and include all data and information necessary for all purposes (including without limitation customs, consular and other purposes) to accomplish the relevant instructions and the required Services effectively, lawfully and safely.

(h) Without prejudice to (f) or (g) above, all information relating to the Goods is complete, accurate and true and in all respects in conformity and compliance with cargo declaration requirements under all applicable laws, rules and regulations.

(i) All necessary documents including, without limitation, declarations, applications, certificates, licences, confirmations, invoices and packing lists shall be timeously provided to Company or persons nominated by Company.

(j) Goods have been properly, securely and sufficiently packed, and prepared (including proper labelling and marking) in compliance with any statutory regulations or official or recognized standards or requirements, and that such packing and preparation are appropriate to all operations affecting the Goods and in particular to withstand the ordinary risks of handling, storage and carriage.

(k) Proper and sufficient examinations or checks of the Goods have been conducted and all steps have been taken in compliance with all applicable statutory regulations or official or recognized standards or requirements relating to security or integrity of goods.

(l) Customer has complied with all laws and regulations relating to the Goods as regards inter alia their nature, condition, packing, labelling, marking, description, handling, storage and carriage.

(m) Customer shall comply with operational procedures from time to time prescribed by Company or persons on its behalf or its sub-contractors.

(n) Where Services are to be provided by Company on a continuing basis, Customer shall on a continuing basis provide Company (and persons nominated by it) with realistic forecasts of cargo throughput and requirements at such intervals and with such details as Company may reasonably require for the proper performance of the Services contracted for.

(o) The consignee or other person designated or entitled to take delivery of the Goods shall so take delivery within the time and at the place for taking delivery paying all necessary charges, taxes and duties and complying with all applicable formalities and procedures including without limitation surrendering all relevant documents.

(p) Where Goods are packed in or on a Transport Unit not provided by Company, the:

(i) Goods have been properly and competently packed into/onto the Transport Unit;

(ii) Goods are suitable for handling or carriage in/on the Transport Unit being utilized; and

(iii) Transport Unit is in a suitable condition to carry the Goods packed therein or thereon onto the destination intended.

(q) Where Goods are packed by Customer in a Transport Unit provided by Company:

(i) prior to and at the time of packing, Customer has inspected the Transport Unit and has found the same to be in good repair, order and condition suitable for the packing of the Goods and for the carriage and other handling;

(ii) the Goods have been properly and competently loaded into/onto the Transport Unit; and

(iii) the Goods are suitable for handling or carriage in/on the Transport Unit being utilized.

(r) Customer is knowledgeable about its business and matters relating thereto and is able, prepared and willing to use all reasonable endeavours to co-operate with Company for efficient execution of the Services and instructions.

8.2(a) Where Customer is acting as an agent or other intermediary for Owner or any other person in relation to any instruction or Service or Goods, Customer shall disclose to Company in writing at the time instructions are first given to Company details of such agency or intermediary arrangement (including, without limitation, the identity and details of such Owner or other person), and shall keep Company advised in writing of changes thereof. Customer shall forthwith obtain for and provide Company with such information and documents about or from such Owner or other person as Company may from time to time require, including (without limitation) information and documents required by Company for submission to any government or regulatory authorities or agencies.

8.2(b) Without prejudice to any of Company's other Rights and Defences, if there is (or Company believes that there is) any breach or non-performance or delay in the performance by Customer of any of the provisions contained in Clause 8.2(a), Company may (without liability) forthwith refuse to provide or to continue to provide any Service to Customer and/or Owner.

9. CUSTOMER'S INDEMNITIES

9.1 Customer shall indemnify and save harmless Company from and against:

(a) Liabilities arising as a result of Company acting in accordance with Customer's or Owner's instructions, or arising from any breach by Customer or Owner of any warranty, representation, agreement or undertaking herein contained, or arising from any act or omission or negligence (including the provision of ambiguous or incomplete or inaccurate information or instructions) of Customer or Owner or their respective servants, agents or sub-contractors;

(b) all and any claims, costs and demands whatsoever and by whomsoever and howsoever arising or caused made or preferred against Company in excess of or in addition to the liability of Company under these Conditions; and

(c) all and any claims of a general average or salvage nature which may be made on Company, and Customer shall provide such security as may be required by Company in this connection on demand; such security, if so required by Company, shall be made prior to delivery or release of Goods.

9.2 Advice and information, in whatever form given, is provided by Company (or person(s) on its behalf) for Customer only, Customer shall indemnify and save harmless Company from and against any Liabilities arising out of any other persons relying upon such advice or information.

9.3 Customer undertakes that no claim of whatsoever nature and howsoever arising shall be made against any officer, servant, agent or sub-contractor of Company which imposes or seeks to impose upon such person any liability in connection with any Services and/or Goods and/or instructions. If any such claim is made, Customer shall indemnify and save harmless Company from and against all consequences thereof.

9.4 Without prejudice to Clause 9.3, every officer, servant, agent and sub-contractor of Company shall have the benefit of Company's Rights and Defences under these Conditions as if the same were expressly set out herein for their benefit; and in entering into any contract to which these Conditions relate, Company, for the foregoing purposes, does so not only for itself but also as agent and trustee for such persons.

9.5 When Goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person the Customer shall remain responsible for the same if they are not paid by such consignee or other person immediately when due without prejudice to the Company's rights to seek recovery against other persons.

9.6 The Customer and/or Owner shall indemnify the Company against all loss, damage or expense arising out of the Goods being tendered for transportation or handled or carried by the Company.

10. DANGEROUS, VALUABLE, PERISHABLE AND OTHER GOODS

10.1 Except pursuant to special arrangements previously agreed in writing by Company, Customer warrants that it shall not tender for Services any Dangerous goods, Valuable goods, Perishable goods, live animals, plants or other goods which require any special handling or attention of whatsoever nature. Company shall have the right to determine whether any goods tendered or intended to be tendered for Services belong to or have become any one or more of the aforesaid categories (whether at the time of tender or subsequently).

10.2 Should (in the absence of special arrangements previously agreed in writing by Company) Customer or Owner nevertheless tender or cause to be tendered for Services any Goods in breach of Clause 10.1, then, irrespective of whether Company, its servants, agents or sub-contractors are or ought to be aware of the nature thereof and irrespective of whether any description or declaration of the nature or value of the Goods is contained in any documents relating to or accompanying the Goods, the following shall apply:

(a) no liability whatsoever and howsoever arising will be accepted by Company, its officers, servants, agents or sub-contractors for or in connection with such Goods;

(b) Customer shall be liable for all and any loss and damage of whatsoever nature howsoever caused by or to or in connection with such Goods, and shall indemnify Company from and against all and any Liabilities arising in connection therewith; and

(c) such Goods may, without prior notice to Customer or any other person, be destroyed or stored or disposed of or otherwise dealt with at the sole discretion of Company or any other person in whose custody they may be at the relevant time, without any liability for Company or such person.

10.3 If any Dangerous or Perishable Goods or live animals or plants are accepted for Services pursuant to special arrangements previously made in writing, they may nevertheless be so destroyed or disposed of or otherwise dealt with (without liability) if, in the sole opinion of Company or of any person in whose custody the Goods may be in at the relevant time, they pose a risk to other goods, property, life or health.

10.4 If Company agrees to accept for Service any Goods which require temperature control, Customer warrants that it shall not tender any such Goods without having previously given written notice of their nature and particular temperature range to be maintained and, in the case of a temperature controlled Transport Unit packed by or on behalf of Customer, Customer further warrants that:

(a) the Transport Unit has been properly pre-cooled or pre-heated as required;

(b) the Goods have been properly stuffed and/or packed in the Transport Unit; and

(c) the Transport Unit thermostatic controls have been properly set.

10.5 If the requirements of Clause 10.4 are not complied with, Company (its servants, agents and sub-contractors) shall not be liable for any loss or damage of or in relation to the Goods caused by such non-compliance, and Customer shall indemnify and save harmless Company from and any Liabilities arising therefrom.

10.6 If, by special arrangement accepted by Company in writing, Goods have been packed into a refrigerated or similar Transport Unit by or on behalf of Company and a particular temperature range has been requested by Customer (and accepted by Company in writing), Company will set or cause to be set the thermostatic controls within the requested temperature range at the time of commencement of the relevant Service. Company does not guarantee and accepts no responsibility for the continued maintenance of any temperature inside the Transport Unit (whether packed by or on behalf of Customer or Company).

11. QUOTATIONS AND CHARGES

11.1 Customer undertakes to pay to Company in cash (or in such other mode as Company may otherwise stipulate or agree) all sums immediately when due without deduction or deferment on account of any claim, dispute, counterclaim, set-off (equitable or otherwise), or any other matter whatsoever.

11.2 Charges for Services shall be deemed fully earned on receipt of Goods or commencement of Service by or for Company (whichever is the earlier) and shall be paid immediately when due and shall be non-refundable in any event. Without prejudice to its generality, the preceding sentence shall apply notwithstanding:

(a) any loss or damage or delay of Goods or any claim whatsoever and howsoever arising or caused; or

(b) any refusal or failure for whatsoever reason of the consignee or other designated receiver to take delivery of Goods; or

(c) any confiscation or other disposal of Goods by customs or other authorities for whatsoever reason; or

(d) any abandonment, destruction, sale, storage or otherwise disposal of Goods for whatsoever reason pursuant to the terms of these Conditions.

11.3 Unless otherwise agreed by Company in writing, Company's invoices shall be due for payment immediately upon presentation.

11.4 Customer shall be liable for any duties, taxes, imposts, levies, deposits or outlays of any kind levied by any authorities at any port or place for or in connection with the Goods or Services (other than profit tax of Company), and for any payments, fines, expenses, loss or damage whatsoever incurred by Company, its servants, agents or sub-contractors in connection therewith.

11.5 Customer shall, upon request, make immediate (advance) payment to Company to cover any money for which Customer is or may become liable under Clause 11.4. Company shall not be under any obligation to advance any money to Customer or Owner or any person for the purpose.

11.6 Unless otherwise agreed by Company in writing, on all amounts overdue, Company (without prejudice to its other rights or remedies) shall be entitled to charge interest at the rate of 2% per month during the period that such amounts are overdue.

11.7 Quotations are given for immediate acceptance and are subject to withdrawals or revisions. Company may, notwithstanding any acceptance, revise quotations or charges with or without prior notice in the case of changes (beyond its control) in the costs for providing the Services contracted, including, without limitation, changes in currency exchange rates, fuel costs, rates of freight, insurance premiums or other costs or charges relative to the Goods. Customs duties, imposts, levies, deposits, taxes and other government charges or other outlays are additional to charges quoted.

11.8 Charges for Services relative to goods are usually quoted and charged on "chargeable weight" basis. Chargeable weight is the higher of actual gross weight or volume weight. Charges expressed by reference to "per kilogramme" or "per ton" refer to the higher of actual gross weight or volume weight. Details relating to computation of charges will be provided upon request.

11.9 Company shall be entitled to enforce any liability of Customer or to recover any sums payable by Customer against or from Customer as well as Owner. When Goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or other person(s), Customer shall remain responsible for the same if they are not paid by such consignee or other person(s) immediately when due.

11.10 If any money owing to Company is not paid when due, Company, without prejudice to its other rights or remedies, may at any time thereafter by notice in writing to Customer and without liability whatsoever immediately terminate:

(a) provision of all or any Services, whether or not such Services relate to the money overdue; and/or

(b) all or any credit arrangements granted to Customer, whereupon all moneys owing by Customer not otherwise due for payment shall become due and payable immediately.

11.11 Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to freight forwarders.

12. INSURANCE

12.1 No insurance will be arranged except on express written instructions given by Customer and accepted by Company in writing. Where Company accepts such instructions, Company shall act solely as agent of Customer using reasonable efforts to assist Customer in obtaining insurance coverage (incorporating provisions waiving all rights of subrogation and all rights of recourse against Company, its officers, employees, agents and sub-contractors) for and on behalf of Customer at Customer's expenses. Company does not warrant or undertake any such insurance shall be accepted by the insurance company or underwriters. All insurances effected through the assistance of Company are subject to the usual exceptions and conditions of the policy of the insurance company or underwriters taking the risk. Unless otherwise agreed in writing, Company shall not be under any obligation to assist Customer to obtain a separate insurance on the Goods. Where the underwriters dispute their liability for whatsoever reasons, Customer, as the assured, shall have recourse against the underwriters only.

12.2 Company is not and does not hold itself out as carrying on business as an insurer or insurance broker or insurance agent.

13. SPECIAL DELIVERY

13.1 Unless written instructions are given by Customer and accepted by Company in writing, Company does not accept instructions or any liability for delivery or release of Goods in special circumstances, such as, without limitation, delivery or release of Goods against payment or against surrender of particular documents.

13.2 Where Company engages or appoints third party(ies) to effect such instructions, Company shall always act as agent of Customer. Company shall in no circumstances be responsible for any act, omission, default, suspension, insolvency, negligence, or fault of such third party(ies), nor for any delay in remittance, loss in exchange, loss during transmission, loss in the course of collection or any other loss howsoever caused.

13.3 In any event, liability of Company shall not exceed the limit for mis-delivery of Goods as set out in Clause 20.4(a).

14. LIEN

14.1 Company shall have a particular and general lien and right of detention on all Goods (and documents relating to Goods) in its possession, custody or control for all sums due at any time from Customer and/or Owner to Company, whether in respect of such Goods or for any particular or general balance or on any account whatsoever. Storage, demurrage and other applicable charges in respect of Goods under lien or otherwise detained shall continue to accrue on the account of Customer.

14.2 Company shall be entitled on not less than 14 days written notice to Customer to sell, dispose of or otherwise deal with such Goods or documents (by auction or private treaty or otherwise) as agent for and at the risk and expense of Customer and apply the proceeds thereof in or towards payment of such indebtedness. Upon accounting to Customer for any balance remaining after payment of sums due and cost of sale or disposal or other dealing, Company shall be discharged of any liability whatsoever in respect of such Goods or documents. Company shall not be liable for any deficiencies or reduction in value received on the sale or disposal or other dealing of the Goods or documents, nor shall Customer/Owner be relieved from liability merely because the Goods or documents have been sold or disposed of or otherwise dealt with.

15. NO DUTY TO DECLARE / PRESERVE RIGHTS

15.1 Unless express written instructions have previously been given by Customer and accepted by Company in writing, Company shall not be obliged to make any declaration for the purpose of any statute, convention or contract as to the nature or value of any Goods or as to any special interest in delivery or to make any declaration as to specific stowage or storage requirements of any Goods.

15.2 Without prejudice to the generality of Clause 15.1, where there is a choice of rates according to the extent or degree of liability assumed by Company and/or other third party(ies), Goods will be carried, forwarded, stored, handled, dealt with etc. at Customer's risk and at such charges, including the lowest charges, as Company may at its discretion decide, and no declaration of value will be made unless express written instructions to the contrary have previously been given by Customer and accepted by Company in writing.

15.3 To avoid doubt, it is hereby agreed that statement or declaration of the value or nature of Goods by or on behalf of Customer or Owner for insurance, export, import, customs, documentary credit, invoicing or other similar purposes shall not constitute instructions to Company to make any declaration for the purposes of Clause 15.1 or Clause 15.2.

15.4 Company shall have no obligation to give any notice of claim to any third party on behalf of Customer or Owner or any other person, or to notify Customer or Owner or any other person to give any such notice of claim, or otherwise to take any action to preserve or protect any right or potential right which Customer or Owner or any other person may have against any third party.

15.5 Company shall be under no obligation to exercise any lien for general average contribution due to Customer or Owner.

16. LIBERTIES AND RIGHTS OF COMPANY

16.1 In relation to Company's responsibility (if any), Goods shall not be treated as received by or for Company until and unless a written receipt therefor has been issued by Company or its authorized agent. Save for the quantity of the packages or units of goods delivered and received, receipt issued by or for Company shall not constitute any representation by or for Company of any condition, contents, order, quantity, quality or other matters of or relating to any of the Goods.

16.2 Company reserves to itself absolute discretion as to the means, routes, methods, manner and procedures to be followed in the performance of any Services.

16.3 If in the opinion of Company it is at any stage necessary or desirable in the interest of Customer or Owner or Goods to depart from Customer's or Owner's instructions, Company shall be at liberty (but is not obliged) to do so. Any such departure and any action or omission taken or made pursuant thereto are hereby expressly authorized by Customer.

16.4 Company may at any time comply with orders or recommendations given by any Government or other authority or agency. All and any responsibility and liability of Company in respect of the Goods shall cease on delivery or other disposition of the Goods in accordance with such orders and/or recommendations.

16.5 Pending forwarding or delivery, Goods may be warehoused or otherwise held at any place(s) at the sole discretion of Company at the cost and risk of Customer and/or Owner.

16.6 Customer expressly consents that Company may (but is not obliged to) at any time open any Goods, packages and Transport Units tendered by or on behalf of Customer or Owner without notice to Customer or other persons to verify, inspect, examine, weigh or measure the contents thereof. Any expense resulting therefrom shall be borne by Customer.

16.7 In this Clause 16, an "Event" means any of the following events or circumstances:

(a) delivery of the Goods is not taken within the time and at the place as provided in Clause 18.1, and not less than 14 days written notice (of such failure to take delivery) has been given to Customer;

(b) (in the opinion of Company or person in whose custody the Goods are at the relevant time) the Goods are insufficiently addressed or marked; or are likely to deteriorate, decay, become worthless or incur charges in excess of their value; or may cause loss or damage or delay to other goods or injury to persons; or the condition of the Goods are or will likely become such that they cannot safely or properly be serviced, carried, stored or otherwise handled;

(c) there is or Company reasonably considers that there is any breach of any of the warranties or obligations contained in Clause 8 and such breach is not remedied by Customer within 14 days (or such shorter time as circumstances may require) after being required to so do by Company by written notice to Customer.

16.8 Without prejudice to any of Company's other Rights and Defences, upon and at any time after the occurrence of an Event, Company may (in its sole discretion and without liability and without notice (or further notice in the case of Clause 16.7(a) or Clause 16.7(c)) to Customer or any other person) do or arrange to be done any one or more of the following (at the risk of Customer and/or Owner):

(a) store the Goods or any part thereof ashore or afloat, under cover or in the open, at any place;

(b) sell, dispose of or abandon the Goods or any part thereof (whether or not any action has been taken pursuant to (a) above).

16.9 Without prejudice to any of Company's other Rights and Defences, upon any storage, sale, disposal or abandonment as referred to in Clause 16.8, the Goods (where Clause 16.7(b) or 16.7(c) is applicable) shall be deemed to be duly delivered in proper performance of the Services contracted for and Company shall have no further liability in respect of the Goods (and where Clause 16.7(a) is applicable, the Goods would have been deemed delivered pursuant to Clause 18.1).

16.10 All charges and expenses arising in connection with any storage, dealing, handling, sale, disposal or abandonment of the Goods in pursuance of Clause 16.8 or in connection with any effort undertaken to preserve or save the Goods shall be paid by Customer on demand; and Customer shall indemnify Company from and against all and any Liabilities incurred or suffered by reason of any action taken in pursuance of Clause 16.8.

16.11 All and any proceeds derived from any sale or other disposal of any Goods pursuant to Clause 16.8 may be applied by Company in its sole discretion towards payment of any moneys owing by Customer and/or Owner to Company whether or not the moneys owing relate to the Goods sold or disposed of.

17. HINDRANCES ETC.

If at any time in the opinion of Company (or any person in whose custody the Goods are at the relevant time) performance of the Services contracted for is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (whatsoever and howsoever arising) occurring before or after commencement of the Service or conclusion of the contract for the Service, Company may, without prior notice to Customer or any other person, and at its sole discretion, treat performance of the contract for Services terminated and place the Goods at Customer's disposal at any place which Company may in its sole discretion deem safe and convenient, whereupon all responsibilities of Company for performance of the contract and all responsibilities in respect of the Goods shall cease absolutely and the Goods shall be deemed to have been duly delivered by Company in proper performance of the Services (but without prejudice to any of Company's other Rights and Defences). Company shall be entitled, notwithstanding any other provisions herein contained, to full payment of the charges for Services contracted for, and any additional charges and costs consequential to or resulting from the circumstances referred above.

18. DELIVERY

18.1 (Notwithstanding any claim or potential claim which it may have or any other matter whatsoever) the Owner entitled to delivery of the Goods (i) shall take delivery of the Goods within the time and at the place when and where Company is entitled to require delivery of the Goods to be taken, and (ii) at the time of taking such delivery shall have paid all moneys for the release of the Goods including without limitation charges taxes and duties and shall have complied with all applicable procedures and formalities including without limitation surrender of all relevant documents. If delivery is not so taken, then upon expiration of the time for taking delivery, the Goods shall be deemed to have been duly delivered in proper performance of the Services contracted for.

18.2 If in accordance with applicable custom, practices, laws, regulations, Goods are handed over into the custody of any customs, port or other authority or any other person having authority at the port or place for delivery, such hand-over shall be deemed to be due delivery of the Goods in proper performance of the Services contracted for.

18.3 Delivery or disposal of Goods to or at the instructions of any person ("such person") presenting any forged or fraudulent document purporting to be an original part of a bill of lading, air or other waybill or other original document entitling such person to take delivery or possession or otherwise give instructions of disposal of the Goods shall be deemed due delivery of the Goods in proper performance of the Services contracted for, provided that the person releasing the Goods to or disposing of the Goods as instructed by such person did not actually know that: (i) such document was forged or fraudulent and (ii) such person in fact had no right or authority of possession or disposal of the Goods.

18.4 Upon delivery or deemed delivery of the Goods, all liabilities of Company in respect of the Goods shall cease absolutely and immediately (but without prejudice to any of its Rights and Defences whether under these Conditions or otherwise including without limitation Company's rights of lien and/or sale).

18.5 The rights of Company under this Clause 18 are in addition and without prejudice to any of its other Rights and Defences.

19. EXCLUSION

19.1 Company shall not be liable for any loss or damage or any matter whatsoever if and to the extent the same was caused by any of the following:

(a) any act or omission of Customer or Owner or any person (other than Company) acting on behalf of Customer or Owner;

(b) compliance with instructions given by or on behalf of Customer or Owner;

(c) insufficient packing, marking, labelling and/or numbering of the Goods (unless caused by the wilful neglect or wilful default of Company);

(d) handling, loading, stowing, unloading of Goods by Customer or Owner or any person (other than Company);

(e) inherent vice or defects of Goods;

(f) riots, civil commotions, strikes, lock outs, stoppage or restraint of labour;

(g) fire, flood, storm, explosion or theft;

(h) any cause or event which Company was unable to avoid and the consequences whereof Company was unable to prevent by the exercise of reasonable diligence;

(i) any act or omission of Company the consequences of which it could not reasonably have foreseen;

(j) compliance with the instructions of any person entitled to give them;

(k) saving or attempts to save life during the performance of Services;

(l) nuclear incidents;

(m) any matter beyond the control of the Company, its servants, agents or sub-contractors.

19.2 Clause 19.1 shall be without prejudice to any of the Rights and Defences to which Company is entitled whether under these Conditions or otherwise available to it.

20. LIABILITY AND LIMITATION

Subject to Clause 2.2 and (where applicable) Clause 6.3(a) and without prejudice to any other Rights and Defences of Company whether under these Conditions or otherwise, the following provisions shall apply as relates to liability of Company whether in relation to any Services or any Goods or any instructions or any other matters whatsoever:

20.1 Company shall not be responsible or liable for any damage, loss, non-delivery or mis-delivery of Goods or for any delay or deviation howsoever arising or caused unless it is proved that such damage, loss, non-delivery, mis-delivery, delay or deviation occurred whilst the Goods were in the actual custody of Company and under its actual control and that the damage, loss, non-delivery, mis-delivery, delay or deviation was due to the wilful neglect or wilful default of Company or its own servants.

20.2 Company shall not be liable for any non-compliance or mis-compliance (howsoever arising or caused) of instructions given to it or other non-performance or mis-performance (howsoever arising or caused) of Services undertaken by it, unless it is proved that such non-compliance, mis-compliance, non-performance or mis-performance was caused by the wilful neglect or wilful default of Company or its own servants.

20.3 Save as provided in Clause 20.1 or Clause 20.2, Company shall be under no liability whatsoever and howsoever arising in relation to any Services or any Goods or any instructions or any other matters whatsoever.

20.4 Subject to Clause 20.7, in no case whatsoever shall the liability (if any) of the Company howsoever arising exceed:

(a) In the case of any claim for loss of, damage to, delay, mis-delivery or non-delivery of Goods; the least of:

(i) the value of the Goods which is actually lost, damaged, delayed, mis-delivered, or not delivered;

(ii) the reasonable cost of repair in the case of physical damage;

(iii) a sum at the rate of HK$10 per kilogramme of the weight of the Goods which is actually lost, damaged, delayed, mis-delivered, or not delivered; or

(iv) a sum at the rate of HK$10 per cubic meter of the Goods which is actually lost, damaged, delayed, mis-delivered or not delivered.

(b) In the case of any claim for the loss of or damage to Customer's Equipment; the lesser of the following:

(i) the depreciated value of the Customer's Equipment (actually) lost or damaged; or

(ii) the reasonable cost of repair in the case of physical damage.

(c) In the case of any other claim (not falling within Clauses 20.4(a) or 20.4(b)); an amount equal to the charges actually paid to Company by Customer for the Service (or part of the Service, as the care may be), the subject matter of the claim or in relation to which the claim arises.

Provided that in no event shall the total liability of Company under any one or more or all (as the case may be) of Clause 20.4(a) through Clause 20.4(c) exceed HK$10,000 per event or series of events arising from or attributable to one common cause.

(For the purposes of Clause 20.4(a) above, the value of the Goods shall be the bona fide FOB invoice value plus (if paid) freight and insurance. If there is no bona fide invoice value of the Goods, the value of the Goods shall be such value as at the place and time they are delivered to Customer or person nominated by Customer, or at the place and time they should have been delivered, calculated by reference to the market value of goods of the same kind and quality. For the purposes of Clause 20.4(c) above, "charges actually paid to Company" excludes disbursements, out of pocket expenses and items referred to in Clause 11.4.)

20.5 Company does not undertake that Services will be completed or the Goods (or documents relating thereto) will be delivered or made available within a particular time. Subject to the foregoing sentence, Company agrees to perform Services contracted for with reasonable despatch.

20.6 Without prejudice to any of its other Rights and Defences, Company shall not in any event be under any liability whatsoever for:

(a) any special, incidental, indirect, consequential or economic loss or damage (including without limitation loss of market, profit, revenue, business or goodwill); or

(b) any loss, damage or expense arising from or in any way connected with fire or theft or a consequence of fire or theft

in each case, irrespective of the cause of such loss or damage or expense.

20.7 By special arrangement agreed by Company in writing, Company may accept alternative limits of liability in excess of the limits set out in these Conditions if Customer agrees to pay and has paid Company's additional charges for accepting such increased liability limits. In that case, such alternative limits as agreed shall be substituted for the limits laid down in Clause 20.4 of these Conditions. Details of Company's additional charges will be provided upon request.

21. NOTICE OF CLAIM AND TIME BAR

Subject to Clause 2.2 and (where applicable) Clause 6.3(a), the following provisions shall apply in respect of any claim (of whatsoever nature and howsoever arising) against Company:

21.1 Any claim against Company must be made in writing giving full particulars thereof and notified to Company immediately. In giving any notice of claim, the claimant must allow Company a reasonable amount of time to investigate the claim and to reserve its rights against any third parties.

21.2 Company shall be discharged from all liabilities and no action whatsoever shall lie against Company, if notice of claim in writing as aforesaid is not received by Company within 14 current days from:

(a) in the case of damage to Goods; the date of delivery of the Goods;

(b) in the case of loss, non-delivery, mis-delivery or delay of Goods; the date the Goods should have been delivered; and

(c) in any other case; the date of the occurrence of the event giving rise to the claim.

Provided that if compulsorily applicable law or international convention provides for a shorter time limit for giving notice of claim, then such shorter time limit shall apply.

21.3 All rights of claim against Company shall be extinguished and Company discharged of all liabilities, unless suit is brought in the proper forum and written notice thereof given to Company within 9 months from the applicable date specified in Clause 21.2(a) or (b) or (c).

22. APPLICABLE LAW AND JURISDICTION

22.1 These Conditions and any contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region.

22.2 Customer (for itself and for Owner) and Company hereby irrevocably submit to the exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region, Provided that Company may also bring any legal proceedings against Customer or Owner in any other Courts of competent jurisdiction, and proceedings by Company in any one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdictions, whether concurrent or not.

22.3 Without prejudice to any other rights or remedies which Company may have, in the event of Customer (or Owner) bringing any proceedings against Company in breach of Clause 22.2, Customer and Owner shall indemnify Company from and against all consequences thereof including, without limitation, legal costs and expenses incurred by Company.