```
DEFINITIONS AND GENERAL CLAUSES
In these Conditions, unless the context other
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 under nese undotons; and 
all and any claims of general average or sahage nature which may be made on Company, and Customer shall provide such security as may be required by Company in this connection on element, 
the same of the company of the c
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         is for the Safe Transport of Dangerous Good,
ingerous Goods Ordinance (Cap. 295, Laws
igation (Hong Kong) Order 1995 (Cap 448 s
Irdinance (Cap 384, Laws of Hong Kong); or
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   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 sail aid by such consignee or other person immediately when due without prejudice to the Company's rights to seek recovery against other persons.

and/or Owner shall indemnify the Company avanited alloes, damage or expense earing out of the Goods being tendered for transpostation or handed or carried by the Company.
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        The Customer and/or Over-article Institute of the Control of the Customer and the Customer 
                                                                                                                                                                                         Inequalities (Cap 265 stab. leg. A Laws of frong Kong). Screening by (1) Golden) (Cap 384, Laws of Hong Kong) or genous Goods) (Resignations) and the Damperous Goods) (Resignations) by (1) Golden) (Cap 384, Laws of Hong Kong); or genous Goods) (Resignations) (R
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                comencion therewife, and
willow plant make the any other person, he destroyed or stored or disposed of or otherwise dealt with at the sole discretion of Company or any other person in whose
which plant make the collapser or any other person, he destroyed or disposed or of the other plant and the collapser or disposed or company or any other person in whose
white the collapse of the collapser of the collapser of the collapser or disposed or disposed or disposed or in writing, they may rewritteness be an estimated for collapser or disposed or in white collapser or disposed and presented in the regional light plant as we accepted for Services pursuant to special amangements previously made in writing, they may rewritteness be an estimated for the collapser of the collapser or disposed or disposed and previously made in writing the previously made in writing the collapser or disposed o
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       atts.

Company agrees to accept for Service any Goods which require temperature control, Customer warrants that if shall not tender any such Goods willout having previously given written notice of their control of the second previous of the second prev
                                                                                                                                                                                                                        colded any container, Trailer, fills, fairk, placking case, pallet and any owner enterior uses for an on commercion was necessary and container. A container and container
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             Couldant County of the Company in a contract of the County of the County
                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     11.2
```

Grector of Company.

Severability. Each of the providegality and enforceability of the

and or agent of Company has automotive to wave or vary any provision of news Contained, unless state, where or various has a design and an advantage of the provisions of these Conditions is senseline and distinct from the others and if any my new or or more of such provisions is not becomes invalid lingual or unemforcastic, the validably lity of the remaining provisions of these Conditions shall not in any way be affected or impanted thereby.

If the provisions of the provisions of these Conditions shall be not addition to any the validation to any or the provisions of these conditions or under state that or of these conditions or under state that or of these conditions or under state that or of these that of the provisions of the part of Company in exercising any of its Rights and Defences shall operate as a valuer through the provision of the provision of the part of Company in exercising any of its Rights and Defences shall operate as a valuer through the provision of the pr

offerwise founded.

Construct (Owner's behands): Any agreement or undertaking by Customer or Owner contained or implied in these Conditions to indemnity Company shall be construed as an agreement or undertaking to construe the contraction (and each of them).

Indemnity Company, is offices, seventis, agreets and sub-contractions (and each of them).

The product he fights and Defences of Company, its officers, sevents, agreets or sub-contractions (and each of the contractions).

The product he fights and Defences of Company, its officers, sevents, agreets or sub-contractions.

The product has produced to the contractions of the contractions (and the contractions).

The product has produced to the contractions of the contractions (and the contractions) and the contractions (and the contractions).

The product has produced to the contractions (and the contractions) and the contractions (and the contractions).

The product has produced to the contractions (and the contractions) and the contractions (and the contractions) are contracted to the contra 1.10

n: rants, agents or sub-contractors (including without limitation pro

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

ANDO OF CONDITIONS

TO CONDITIONS

T

or wayful or cargo recept by Company as agent of a first garly is not the issue by Company of its own bir of larger or wayne or cargo recept.

CUSTOMER AND OWNERSAGES or 10 brokens with Company represents yearrants that Customer is either Owner or authorized agent of Owner, and that it is suffortized to accept and does acceding the company of the co

impany reteries a principal in respect of a Service and reteries the optimization or produced as an algo-many and service participal in respect of a Service and to the Goods are in its actual custody and control, the Service is performed by Compezity liked and the Goods are in its actual custody and control, where (as cescribed in Classe 2.3) Company issues its own bill of fading or waybill or cargo reco

zipat; any compulsorily applicable law Company is or is deemed to be providing the Service as a principal. 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 foll

under any computative applicable sea Company's of in detented to be providing the Service as a principal, the charges by Company of an inclusive price. If the charges of your price is the charges by Company of an inclusive price. If the charges by Company of the crust of eleased equipment and/or facilities.

The supply by Company of the crust of eleased equipment and/or facilities.

The supply by Company of the crust of eleased equipment and/or facilities.

The supply of the crust of the company of the crust of t

4.6

4.8 4.9

npany shall be entitled, and Customer hereby expressly authorizes Company, to: omer or Owner or Company or otherwise) all and any contracts with any third party

such or stds.

scorbasy within instruction is given by Customer and accepted by Company in writing. Customer valves all rights of enquiry as to the terms, conditions and other particulars of contracts or generate effected risk by Company pursuant to Clause 5.1.

superplace to not member by whirtic Campany and pursuant per contracts or committed and the particular of contracts or contracts or superplace to not member by whirtic Campany may gridle by the first approach of the particular or commission or

WANY ACTION OF STRUCKEN.

We have been a serviced by the contraction.

We have been a serviced by the contraction of the Customer or Order is named or We have been as a principal in relation to a Service, then subject to Clause 2 and any contrary provisions of the Separate Terms (if any), this Clause 6 and (in accordance with Clause 4.7 and the contraction of the customer or Order is named or with the contraction of the customer or order in the customer of the customer or order in the customer order in the custom

(ii) would have applied if the claimant had made a separate and oresc connact win Longway in inspects a separate and creek connact win Longway in inspects as a separate and creek connact which is a separate and creek connact which is a separate and creek connact which is a connact window of the connact which is a co

rouns cause zu. eventions 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, from and Montreal Convention. Customer is hereby notified that the applicable international conventions do generally contain provisions limiting or exempting liability of carriers in

to the Goods concerned.
In and New Jason Clauses published by the Baltic and International Maritime Council and obtainable from Company or its agent upon rec

only species to Section or Outputs Contract entered into day species to Section or Outputs or Assessment and Section of Section of Outputs Contract entered into day species to Section or Outputs Contract entered into day species to Section or Outputs or Outputs entered into day species to Section or Outputs or Outputs entered into day species to Section or Outputs or Outputs entered into species or Output entered into species entered

Obstance washed to Company for any section on its behalf) are lawful, reasonable, sufficient and executable.

(b) Cooks to be presented to Company for any person on its behalf) are lawful, reasonable, sufficient and executable.

(c) Cooks presented on the company for any person on its behalf) are lawful, reasonable, sufficient and executable.

(c) Cooks presented on any Service are sufficient part of the company for any person on its behalf and the company for any service are sufficient part of the company for any person on its behalf and the company for

roperty, society and sufficiently packed, and prepared (including proper labelling and marking) in compliance with any statutory regulations or official or recognized is that such packing and repeation are appropriate to all operations affecting the Goods and in particular to withstand the ordinary risks of handling, storage and camage, and examination or checks of the Goods have been conducted and all septs have been taken in compliance with a applicate statutory regulation or official or recognized or recognized and applicate statutory regulations or official or recognized and applications or official or recognized and applications are reported to the complex of the compl

celler dealineation of criticals of line cooles have been conscioused and as special real sealers in companion with an algorithm dealine and implications alterally present the control of the cooles are comply with operational procedures from time to time prescribed by Company or persons on its behalf or its sub-contractors.

In company the control of the cooles are considered by Company or persons on its behalf or its sub-contractors.

On the control of the control of the cooles are to the control of the cooles are to the provided by Company or an accommodate global. Control ment and the control of the cooles are to the provided by Company or a control of the cooles are to the provided by Company or an accommodate global commodate global company of the cooles are to the provided by Company or a control of the cooles are to the cooles are to the cooles and to the cooles are ed by it) with realistic forecasts of cargo thr

ror nanouing or carmage in/on the Iransport Unit being ublized; and a suitable condition to carry the Goods packed therein or thereon onto the destination intended. ed by Customer in a Transport Unit provided by Company: ime of packing, Customer has inspected the Transport Unit and has found the same to be in good

diling; properly and competently loaded infolonto the Transport Unit; and for handling or carriage in/on the Transport Unit being utilized. e about its business and matters relating thereto and is able, prepared and willing to use all reasonable endeav

of enhanctions.

It is adding 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 fail given to Company details of such agency or intermediary amagement (including, whould initiation, the identity and details of auxiliary details of a such owner or other person), and shall keep Company in the company of th

shall indemnify and save harmless Company from and against: less 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 skilling breath containing, or arising from any act or crisission or regiligence (including the provision of ambiguous or incomplete or inaccurate information or instructions) of Customer or Owner or

to the money overdue; and/or noneys owing by Customer not otherwise due for payment shall become due and payable immediately sions, allowances and other remunerations customarily retained by or paid to freight forwarders.

Company in of and does not hold bellf out as carrying on business as an insure or insurance brake or insurance agent.

SPECIAL DELIVERY.

Unless written instructions are given by Countere and accepted by Company in writing. Company does not accept structions or any liability for delivery or release of Goods in special circumstances, such references to the control of the counter er caused. ent. liability of Company shall not exceed the limit for mis-delivery of Goods as set out in Clause 20.4(a).

LIEN LEN

Company shall here a perfocult and general fine and cight of destrotion or all Cooks (and documents beating to Cooks) in its posteration, catalogy or control for all suns use at any time from Cauteman Cooks (Company, whether in respected death Cooks or for any perfocult or agree in the lateral to a control the statement of the control that control the control that control the control that control tha

value received on the safe or disposal or other desargo or me louvour a value.

On or derivente dealing I/OPERSENTE GROSSIAN Services and the contract of the 15. 15.1

15.3

modes of contain the source or displacing to sensities any lies for general average communities are a variety or containing the source or displacing to sensities any lies for general average communities are contained and under the sensities of communities or communities or communities and unless a written receipt therefor has been communities or communities or communities or communities and communities or communities are communities or communities and communities are communities or communities and communities are communities or communities and communities are communities or communities are communities and communities are communities are communities and communities are communities are communities are communities are communities and communities are communities are communities are communities and communities are communities are communities and communities are communities are communities and communities are communiti LIBECTIES AND RIGHTS OF COMPLAY

In relation to Company responsibility (if any), Goods shall not be tested as received by or for Company until and urises a written receipt fisherefor has been issued by Company or its authorized agent. Save for the quasting of the packages or units of goods delivered and received, recept issued by or for Company while nor constitute any representations by or for Company of any condition, contents, other conditions of company while any condition of company of any condition, contents, other company while any condition of the condition of the property of any condition, contents and company while and the all their (total in the condition) of the condition of the conditi

contained, to fail projected of the charges for Services contracted for, and any additional charges and costs consequents in to or resulting from the circumstances referred above.

FULL TEXT CONTROL of the control of DELIVERY (Notwithstar 18. 18.1

under these Conditions or otherwise exclusing without Imitation Company's interpret of the Goods shall coase absolutely and Immediately (. 

EXCLUSION)

Company shall not be inable to shall coase absolutely and Immediately (. 

EXCLUSION)

Company shall not be leads for any loss or damage or any matter virbancemer if any loss the Rights and Defences.

Company shall not be leads for any loss or damage or any matter virbancemer if any to the elegith energy or other orders.

Company shall not be leads for any loss or damage or any matter virbancemer if any to the electric flex was accused by any of the followin by compliance with institutional going by or or behalf of Counterner Counter.

(i) insufficient packing, marking, labeling and/or numbering of the Goods (inferes caused by the willful registed or willid default of Company); (e) interest loss or defence of Goods.

(i) riods, officient packing, including labeling and/or numbering of the Goods (inferes caused by the willful registed or willid default of Company); (e) interest loss or defence of Goods.

(ii) riods, officient packing, marking, labeling and/or numbering of the Goods (inferes caused by the willful registed or will default of Company); (e) interest loss or defence of Goods.

(ii) riods, officient packing, marking, labeling and/or numbering of the Goods (inferes caused by the willful registed or will registed or wil

d the control of the Company, its servants, agents or sub-contr vithout prejudice to any of the Rights and Defences to which C

LIBBILITY AND LIMITATION

IN Claims 2 Jan (Miche explicable) Clause 6.3(ii) and without prejudice to any other Rights and Defences of Company whether under these Conditions or otherwise, the following provisions shall apply as to failing to Campany whether in election to any Services or any Cooks or any instructions or any other matters whitescere.

In claim 1, or company whether in election to any Services or any Cooks or any instructions or any other matters whitescere.

In claim 2, or control of the control

servants.
Servants are provided in Clause 20.1 or Clause 20.2, Company that be under no liability whatocever and howsovere arising in relation to any Services or any Goods or any instructions or any other matters Subject to Clause 20.7, in no case whatocever shall be liability (if any) of the Company howsovere arising exceed.

(ii) In the case of any dain for loss of, along pin, to deep, mise designed, to deep, mise designed, and the control of the liability (if any) of the Condents, the least of.

(iii) The measurable cost of regain in the case of physical damage.
(iv) In the measurable cost of regain in the case of physical damages.
(iv) In the measurable cost of regain in the case of physical damages.
(iv) In the measurable cost of regain in the case of physical damages.
(iv) In the measurable cost of regain in the case of physical damages.
(iv) In the measurable cost of regain in the case of physical damages.
(iv) In the case of any claim for the loss of or damage to Customer's Experiment; the lesses of the foliotiving:
(iv) In the case of any claim for the loss of or damages to Customer's Experiment; the lesses of the foliotiving:
(iv) In the case of any other claim cost of physical damages, out of customer's cost of the cost of physical damages.
(iv) In the case of any other claim cost of physical damages.
(iv) In the case of any other claim cost of physical damages.
(iv) In the case of any other claim cost of physical damages.
(iv) In the case of any other claim cost of physical damages.
(iv) In the case of any other claim cost of physical damages.
(iv) In the case of any other claim cost of physical damages.
(iv) In the case of any other claim cost of physical damages.
(iv) In the case of any other claim cost of the physical damages.
(iii) In the case of any other claim cost of the physical damages.
(iv) In the case of any other claim cost of the physical damages.
(iii) In the case of any other claim cost of the physical damages.
(iii) In the case of any other claim cost of the physical damages.
(iii) I

is that be such value as a fine place and time they see eviewed to Customer or person monitorate posts of company excludes and time they see eviewed as the customer of posts of minimal posts of the purpose of Customer 204(c) above. "Changes excludy gain for the purpose of Customer 204(c) above." Changes excludy gain for the customer and the cus

All rights of counts games, and the property of the property o jurisdictions, whether concurrent or not.

sice to arry 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, Custon demnify Company from and against all consequences thereof including, without limitation, legal costs and expenses incurred by Company.