The Customer's attention is drawn to these standard trading conditions, which exclude or limit the Company's liability and may require the Customer to indemnify the Company in certain circumstances.

All business undertaken by the Company is subject to these standard trading conditions and the circumstances. The Customer's attention is drawn to these standard trading conditions, which exclude or limit its directors.

(3) The Customer 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 the Company of an inclusive price;
(b) the supply by the Company of its owned or leased equipment and/or facilities;
(c) the arrangement by the Company for Goods to be forwarded, carried, transported, stored or otherwise handled together in or out of the Company.

(4) Save as provided in Clause 4(2), all Services to the Customer are provided by the Company as agent. Without prejudice to the generality of the foregoing sentence, the Company always acts as an agent:

(a) where the 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 the Customer or the Carrier (whichever is the same or is expressly signed by the Company as agent of the third party);
(b) where the Company provides any Service in respect of or relating to customs clearance or other similar formalities, or license, documentation of origin, inspection, other certification and other services similar or incidental thereto;
(c) where the Company assists the Customer in placing insurance

(5) The Company is not a common service provider and never a common carrier, and may in its sole discretion refuse to provide any service to anyone.

5. As Agent

(1) When the Company acts as agent, the Company shall be entitled, and the Customer hereby expressly authorizes the Company, to:

(a) enter into (in the name of the Customer or Owner or the Company 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 the Customer in relation to the performance or fulfillment of the Customer's instructions. Matters authorized aforesaid include without limitation selecting, engaging and contracting with third parties, forwarding, transport, arranging, obtaining any third party documents, delivery agents, warehousers, packers and other service providers.

(2) The Company shall be entitled in its sole discretion to delegate on any terms its authority in whole or in part.

(3) In entering into any contract or doing any act as referred to in Clause 5(1), the Company does not itself make or purport to make any contract with the Customer for provision of the services by itself and acts solely on behalf of the Customer and/or Owner in procuring the required services by third party(ies) so that the contractual relationship is between the Customer and/or Owner and the third party(ies). The Company shall have no liability or responsibility whatsoever for the performance or non-performance of or default of the third party(ies) or in respect of the Goods. The Customer agrees to be bound by all and any such contracts and acts, and shall defend, indemnify and hold harmless the Company from and against any Liabilities which the Company may incur or suffer arising from or in connection with such contracts or acts.

6. As Principal

(1) If the 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 the other provisions of these Conditions shall apply.

(2) Where the Company acts as a principal in relation to a Service, the Company shall have the right to perform the contract for the benefit of the Customer or the Client whether wholly or in part of the Service. In respect of any Service (or any part thereof) sub-contracted:

(a) The Company shall have full benefit of the Rights and Defences available to the sub-contractors (whether under the contract or under statute or otherwise in law) as if such Rights and Defences were expressly incorporated herein for the benefit of the Company, and the liability of the Company shall be limited to the amount recoverable by the Company from the sub-contractor(s).
(b) Where the Company sub-contracts any Service (or any part thereof) to a third party, the Customer shall defend, indemnify and hold harmless the Company from and against any Liability which the 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 the Company.

(3) Where the Company acts as a principal in the carriage of Goods, the 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, the 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 the 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 otherwise have been issued in order to make such international convention or national law applicable.

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

(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 and the Montreal Convention may be applicable and it is hereby notified 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 at which the place of departure is 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 bankruptcy law of the country of delivery, the carrier shall not be deemed to be accepted by carrier until the waybill has been made out.

Without prejudice to the generality of Clause 6(2), the Customer's Authority or any Person acting or purporting to act on its behalf or on its behalf or on behalf of another authority or corporation shall not be liable for any loss or damage of or in respect to the Goods or any Goods causing it to be entitled to the benefit of any rescue operation performed by or on behalf of the Company or of any person in whose custody the Goods may be in at the relevant time.

The Customer shall comply with the requirements of any applicable law relating to the nature, condition and packaging of the Goods and the expenses and charges of the Company in complying with the provisions of such law or with any order or requirement thereunder or with the requirement of any harbour, dock, airport, railway, shipping, customs, warehouse or other authority or corporation shall be paid by the Customer and the Customer shall provide to the Company all such information, information or records as may be necessary to enable the Company to comply with such laws, orders or requirements.

8. Dangerous, Prohibited and Other Goods

(1) The Customer shall not tender any Dangerous Goods for carriage or storage without presenting to the Company a full description thereof and giving such notice of intention. Ship or bail Dangerous Goods and comply with any applicable laws, regulations or requirements. If any Danger, goods are in the opinion of the Company, liable to become of a dangerous, inflammable or damaging in nature, they may at any time be destroyed or abandoned, or rendered harmless without compensation to the Customer and without prejudice to the Company's right to freedom of carriage.

(2) Without the knowledge of the nature of the Goods, the Customer shall indemnify the Company against all claims, losses, damages or expenses arising in consequence of any breach of the provisions of this clause.

(3) The Customer shall not tender any Goods for carriage that are prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organisation), ADR (European Road Transport Regulation on dangerous goods), any applicable government department or other relevant organization.

(4) The Customer shall not tender for carriage any counterfeited goods, plants, animals, fish, birds, ivory, precious metals and stones, jewellery and watches, antiques and works of art, furs and furry, china, crystal, marble or enamel goods, perishable or fragile goods and regulated waste dangerous goods, real or imitation firearms or parts thereof, weapons, explosives and ammunition, bizarre, human remains or ashes, pornography or illegal narcotics/drugs, cigarettes. Further, the Customer shall indemnify the Company for services are unpaid after 14 days from the date of invoice, the Company may, at its discretion, charge the Customer interest at the rate of 1.5% per month. Where a request are hereby incorporated in these Conditions.

Pending forward and delivery, the Goods may be warehoused or otherwise held at the Company’s disposal and with or without notice to the Customer as agent on any terms.

9. Methods and Route of Transportation

(1) (a) The transport Unit has been properly pre-cooled or pre-heated as required; (b) the Goods have been properly loaded and unloaded; (c) the Transport Unit has been properly secured.

(2) If the requirements of Clause 8(7) are not complied with, the Company (its servants, agents and sub-contractors) shall not be liable for any loss or damage of or in relation to the Goods for any acts or omissions of such third party.

10. Delivery

(1) If delivery of the Goods or parts thereof is not taken by the Customer at the time and place when and where the Company is entitled to call upon the Customer to take delivery thereof or if the Goods are not taken without notice to unclaimed and the Customer will set or cause to be set the thermostatic controls of the Transport Unit into a refrigerated or similar Transport Unit by or on behalf of the Company in writing, the Customer will set or cause to be set the thermostatic controls within the requested temperature range at the time of commencement of the relevant Service. The Company does not guarantee and accepts no responsibility for the continued maintenance of any temperature inside the Transport Unit (whether backed by or on behalf of the Customer or the Company).

11. Declaration of Value

The Company will not declare the value of the Goods in a Transport Document unless instructed to do so in writing by the Customer.

12. Quotations, Freight & Charges

(1) Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision. If any changes occur in the rates of freight or other charges applicable to the Goods, quotations and charges shall be subject to revision accordingly with or without notice.

(2) Freight and storage charges are earned upon receipt of the Goods by the Company or a Carrier and payable upon delivery of the Goods or the date of the Goods which have been delivered, whether or not the Goods are lost or damaged. The Company may charge freight or storage by weight, volume or any other reasonable rate of time. The Company may if the Goods are at any time re-weighted or re-measured, pay any proportional additional freight and, if required by the Company, an additional charge of HK$60 per item or other amount charged by the Company’s subcontractor.

So destroyed or disposed of or otherwise dealt with (without liability) if, in the sole opinion of the Company or of any Person acting or purporting to act on its behalf or on behalf of another authority or corporation, whose custody the Good may be in at the relevant time, they pose a risk to other goods, property, life or health.

If the Company agrees to accept for Service any Goods which require temperature control, the 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 the Customer, the Customer further warrants that:

(a) the Transport Unit has been properly pre-cooled or pre-heated as required;
(b) the Goods have been properly loaded and unloaded;
(c) the Transport Unit thermostatic controls have been properly set.

If, by special arrangement accepted by the Company in writing, Goods have been packed into a refrigerated or similar Transport Unit by or on behalf of the Company and a particular temperature range has been requested by the Customer (and accepted by the Company in writing), the 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. The Company does not guarantee and accepts no responsibility for the continued maintenance of any temperature inside the Transport Unit (whether backed by or on behalf of the Customer or the Company).
indemnify the Company for all such monies and all such costs, charges and expenses in repossessing the Goods.

15. Brokerage and Commissions

The Company is entitled to and may retain and be paid all brokerage, commissions, allowances and other remuneration and returns by or paid to customers, shipping and forwarding agents and insurance brokers, whether declared or otherwise, and no such brokerage, commission, allowance or other remuneration shall be payable to the Customer.

16. Claims Handling

The Customer agrees that the Company is not obliged to advise or assist the Customer or any other party to prepare or make a claim against a Carrier, and accepts no liability for any loss or damage whatever, however caused. The Company may provide advice or assistance in the handling of claims at the request of the Customer and may charge the Customer for doing so.

17. Warrants

(1) The Customer expressly warrants that it is the owner or the authorised agent of the Person owning or having in interest in the Goods and accepts these standard trading conditions on its own behalf and also as agent for the Person owning or having in interest in the Goods, provided always that the Customer will only be entitled to have entered into this contract as agent if the identity of the Customer's principal is disclosed to the Company in writing prior to the Customer and the Company entering into this contract. The Customer indemnifies and shall keep the Company indemnified against all claims by any other Person for any loss or damage whatsoever arising out of or incidental to or in connection with the Services provided by the Company.

18. Exclusion and Limitation of Liability

(1) When the Company acts as Agent the Goods shall at all times be at the risk of the Customer and the Company shall not be liable in tort (including negligence), contract (including a fundamental breach of contract), bailment, contravention of any statute or breach of statutory duty or otherwise for any loss of or damage to or failure to deliver or delay in delivery or misdelivery of the Goods or documentation whatsoever or for any other loss or damage whatsoever or however caused.

3. For the purpose of these trading conditions the Company shall be deemed to have custody and possession of the Goods whether the Goods are in the actual physical custody and possession of the Company or any subcontractors, servants or agents or other parties with whom the Company has contracted, and whether or not the Company is in possession of any documents of title relating to the Goods.

4. The Customer will immediately inform the Company if an Insolvency Event occurs with respect to the Customer. The Customer shall not change its name or other details without first notifying the Company in writing with at least 14 days' notice before such change takes effect.

5. The Customer will not:

(a) permit to subsist any other security interest in relation to the Goods which would rank ahead of the Company's interests or

(b) except in the normal course of business, sell, lease, licence, deposit or, permit the sale, lease or disposal of, or permit the rental of any of the Goods.

5. (c) The Company shall have the right, as the Customer's agent, at any time while any amount owing by the Customer to the Company under the Contract remains outstanding, to enter into the premises where the Goods are stored and remove them without being responsible for any damage caused in exercising this right. The Customer shall
(e) any other losses whatsoever that do not arise directly from physical damage to or loss of the Goods and are consequential in nature.

(3) In no circumstances is the Company whether acting as Agent of Principal liable for any loss suffered by the Customer in connection with the Goods or the Services which is caused by:

(a) any act or omission of the Customer or Owner or any person (other than the Company) acting on behalf of the Customer or Owner;
(b) compliance with instructions given by or on behalf of the Customer or Owner;
(c) the losing, pilfering or numbering of the Goods (unless caused by the wilful neglect or wilful default of the Company);
(d) handling, loading, stowing, unloading of Goods by the Company or Owner or any sub-contractor (other than the Company);
(e) inherent vice or defects of Goods;
(f) losses, strikes, lockouts, stoppage or restraint of labour;
(g) fire, flood, storm, explosion or theft;
(h) any cause or event which the Company was unable to avoid and the consequences thereof the Company was unable to prevent by the exercise of reasonable diligence;
(i) any act or omission of the 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 attempting 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.

(4) The exclusion of liability in Clauses 18(1) to 18(3) inclusive extends to include not only loss or of damage to the Goods themselves, but loss damage or injury to any person, property or thing damaged arising from the Company providing the Services under this contract as Principal or Agent and to any indirect or consequential loss arising from such loss, damage or injury or from failure to deliver, delay in delivery or misdelivery of Goods or documentation.

(5) In all cases where liability has not been effectively excluded, whether by this agreement or by a statute, the Company's liability for lost or damaged or delayed Goods or documentation will be limited to the lesser of:

(a) the replacement of the Goods or the supply of equivalent Goods;
(b) the repair of the Goods;
(c) the payment of the cost of replacing the Goods or of acquiring equivalent Goods;
(d) the supplying of the Services again;
(e) the payment of the cost of having the Services supplied again;
(f) HK$300 per shipping package or unit or HK$10 per kilogram of gross weight of the Goods damaged or lost whichever is less, but shall not exceed the invoice value of the Goods however such loss or damage occurs; and
(g) a maximum of HK$15,000 per consignment.

(7) For air carriage to and from the United States, the Company's liability is limited to 19 Special Drawing Rights per kilogram of Goods lost, damaged or delayed.

19. Indemnity

(1) The Customer will indemnify the Company from all claims for loss or damage, injury or death, custom duties, duty, costs, fines or penalties which the Company is or becomes liable to pay for any reason whatsoever in respect of the Goods or Services whether or not such liability is due to the negligence or wilful default of the Company.

(2) If a third party makes any claims for costs, loss or damage arising from the Services against the Company, its agents or sub-contractors, the Customer shall indemnify the Company from liability and/or damage to it or delay of the goods however arising including but not limited to non-delivery, misdelivery, theft whether by the Company's employees or sub-contractors as agents, is limited to the lesser of:

(a) the replacement of the Goods or the supply of equivalent Goods;
(b) the repair of the Goods;
(c) the payment of the cost of replacing the Goods or of acquiring equivalent Goods;
(d) the supplying of the Services again;
(e) the payment of the cost of having the Services supplied again;
(f) HK$300 per shipping package or unit or HK$10 per kilogram of gross weight of the Goods damaged or lost whichever is less, but shall not exceed the invoice value of the Goods however such loss or damage occurs; and
(g) a maximum of HK$15,000 per consignment.

(3) The Customer hereby fully indemnifies and holds the Company harmless for any costs, loss or damage arising out of its failure to comply with any applicable laws or statutory obligations.

(4) The Customer will indemnify the Company for all liabilities arising as a result of the Company acting in accordance with the Customer's or Owner's instructions, or arising from any breach by the 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 instructions) of the Customer or Owner or their respective servants, agents or sub-contractors.

(5) The Customer will indemnify the Company for all and any claims, costs and demands whatsoever and howsoever arising or caused made or preferred against the Company in excess of or in addition to the liability of the Company under these Conditions, and all and any claims of a general average or salvage nature which may be made on the Company, and the Customer shall provide such security as may be required by the Company in this connection on demand; such security, if so required by the Company, shall be made prior to delivery or release of Goods.

21. Insurance

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

(2) The Company is not and does not hold itself out as carrying on business as an insurer or insurance broker or insurance agent.

22. Notice of Loss

Any claim for loss or damage must be notified in writing to the Company within 14 days of delivery of the Goods or the date upon which the Goods should have been delivered, failing which the Company shall be discharged of all liability whatsoever hereover arising.

23. Time Bar

The Company shall be discharged from all liability unless suit is filed and served on the Company within 9 months after completion of the Services or anticipated date of completion of the Services, delivery of the Goods or the date when the Goods should have been delivered, whichever is the earlier unless it is deemed that domestic or international legislation or the provisions of an international convention are compulsorily applicable such that the Company cannot contract out of the same in which case the time bar in such compulsorily applicable domestic or international legislation or international convention should apply with regards to time limitation.

24. Contrary Legislation

These standard trading conditions are to be read subject to relevant statutory provisions having effect in Hong Kong which by law cannot be excluded, restricted or modified. Any such term or condition of these standard trading conditions which is inconsistent with or repugnant to that legislation shall be null and void to the extent (but no further) of such inconsistency or repugnancy.

25. Severability

Each term or condition of these standard trading conditions is severable from the other, and if for any reason a term or condition is found or unenforceable it shall not prejudice or affect the validity or enforceability of any other term or condition.

26. No Waiver

No omission or delay on the part of the Company in exercising any of its Rights and Defences shall operate as a waiver of the Company's rights or extinguish or otherwise, the total liability of the Company shall be determined by the provisions contained in any international convention or national law that is compulsorily applicable to the Services rendered.

27. Notices to Company

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

28. Notices by Company

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

29. Action in Contract, Tort, etc

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

30. Law and Jurisdiction

These standard trading conditions are governed by and shall be construed in accordance with the laws of Hong Kong, and the parties agree to submit to the non-exclusive jurisdiction of the High Court of Hong Kong.

31. Privacy Disclosure and Consent

(1) The Company will comply with the Data Protection Principles set out in Schedule 1 of the Personal Data (Privacy) Ordinance (Cap 486).

(2) The Company may need to collect personal information about the Customer, including but not limited to, full name and address, drivers licence details, credit card details, date of birth, and credit or business history. The Customer consents to the Company using the Customer's personal information, and without limitation that information provided in this application, in order to:

(a) full functions associated with the Goods;
(b) provide the Services;
(c) enter into contracts with the Customer or third parties;
(d) assessing the Customer's credit worthiness, assessing the Customer's application for commercial credit account, reviewing the Customer's account from time to time after it is approved and (if required) for the purposes of exercising any right, and;
(e) to market to the Customer and maintain a client relationship with the Customer.

(3) The Customer consents and authorises the Company to:

(a) obtain credit information about its personal, consumer and commercial credit worthiness from any bank or trade referee disclosed to the Company and from any other credit reference or consumer report supplier for the purposes of assessing any application for credit, or in connection with any guarantee given by the Customer;
(b) use, disclose or exchange with other credit providers and DHL entities information about the Customer's credit arrangements in order to assess any application for credit, to monitor the Customer's credit worthiness and collect overdue amounts;
(c) use, disclose or exchange with any credit provider or credit reporting agency for the purposes of obtaining information about the Customer or commercial credit or business history or Customer's activities or credit worthiness;
(d) disclose the contents of any credit report on the Customer to the Company and other related bodies corporate of the Company, and any of their solicitors and mercantile agents; and

(e) to the Company’s service providers, contractors and affiliated company from time to time to help improve and market services to the Customer.

(4) Subject to certain exceptions allowed by law, the Customer has the right to access the personal information the Company holds about it.

Standard Trading Conditions received by:

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