

## STANDARD TRADING CONDITIONS

by Pacific United Logistics Inc. Ltd. (hereafter called PUL)

### Article 1. DEFINITIONS AND GENERAL ARTICLES

1.1 In these conditions, unless the context otherwise requires:

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

"customer"  
means any person at whose request or on whose behalf PUL provides a service.

"customer's equipment"  
means transport units, equipment and vehicles other than those provided by or for PUL.

"dangerous goods"  
includes any goods, substances, materials or articles: 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;

- a. 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
- b. 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 Article 20.4(a), any Customer's Equipment) in respect of which any service is or is to be provided by PUL.

"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 article 2.4.

"services"  
means all and any business undertaken by PUL 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, labeling, repacking, reorganization, 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 PUL.

"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.

"forwarding agent"

PUL ordinarily acts in its capacity as forwarding agent and organizes the transport of goods. In order to execute the transport on behalf of the shipper all kinds of carriers as well as sub agents can be used.

"storage keeper"

Exceptionally, PUL can act in its capacity as storage keeper and store the goods in its own, leased or rented premises or warehouses.

"carrier"

PUL can also act in its capacity as carrier and execute the transport with its own means of transport, especially vehicles.

- 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 PUL; 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 articles are to articles of these conditions. Article 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 PUL 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 PUL.
- 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 PUL 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 statute or otherwise available in law).
- 1.6 **No Waiver.** No omission or delay on the part of PUL in exercising any of its rights and defences shall operate as a waiver thereof, nor shall any single or partial exercise by PUL 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 PUL.** All notices required to be given to PUL under these conditions shall be in writing delivered to or sent by mail (postage prepaid) to PUL's registered office for the time being in Hong Kong or in such other manner or to such other address as PUL may notify customer in writing.
- 1.8 **Notices by PUL.** Wherever it is provided in these conditions that notice shall be given by PUL 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 PUL shall be construed as an agreement or undertaking to indemnify PUL, 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 PUL, 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 article 2.3, provisions in these conditions which:
  - a. exempt, exclude, relieve or limit the liability of PUL, 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 PUL its officers, servants, agents or sub-contractorsshall apply and take effect notwithstanding (i) any act, omission, negligence, neglect or default of PUL, its officers, servants, agents, sub-contractors or any person for whom PUL 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.

## Article 2. APPLICATION OF CONDITIONS

- 2.1 All services performed by PUL shall be exclusively governed by the present general conditions which shall be deemed accepted at the time of ordering. The customer hereby agrees that these general conditions shall apply to any order placed either verbally or in written, even though no reference to these general conditions has been made. The limitations of liability as defined within the provisions of these general conditions shall also be applicable to compensation claims arising from any unlawful act.
- 2.2 Subject to articles 2.3 and 2.4 all and any services, whether gratuitous or otherwise, are provided subject to these conditions which are deemed to be incorporated in any agreement between PUL and customer, to the exclusion of all other terms and conditions furnished by customer or owner or any other persons on their behalf.
- 2.3 If any legislation is compulsorily applicable to any services, 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 PUL 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 not further.
- 2.4 Where PUL 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 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 silentthe 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 PUL as agent of a third party is not the issue by PUL of its own bill of lading or waybill or cargo receipt.

### Article 3. CUSTOMER AND OWNER

- 3.1 Customer entering into any transaction or business with PUL 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 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 PUL may be enforced or raised by it against customer and owner (and each of them).

### Article 4. STATUS AND ROLE OF PUL

- 4.1 PUL 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 PUL acts as a principal in respect of a service if and to extent that one or more of the following is applicable:
  - a. the service is performed by PUL itself and the goods are in its actual custody and control;
  - b. where PUL 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 PUL contracts as a principal;
  - c. under any compulsorily applicable law PUL is or is deemed to be providing the service as a principal.
- 4.3 PUL 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 PUL of an inclusive price;
  - b. the supply by PUL of its owned or leased equipment and/or facilities;
  - c. the arrangement by PUL for goods to be forwarded, carried, transported, stored or otherwise handled together or in consolidation with other goods.
- 4.4 Save as provided in article 4.2, all services to customer are provided by PUL as agent. Without prejudice to the generality of the foregoing sentence, PUL always acts as an agent:
  - a. where PUL 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 PUL as agent of the third party);
  - b. when PUL provides any service in respect of or relating to customs clearance or other requirements, taxes licenses, consular documents, certificates of origin, inspection, other certification and other services similar or incidental thereto; or
  - c. where article 12 and/or article 13 applies.
- 4.5 Customer consents that PUL 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 PUL acts as such agent or sub-contractor, article 7, without prejudice to PUL's other rights and defences whether under these conditions or otherwise, shall apply.
- 4.6 PUL 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 PUL 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 Articles 5 and 6 respectively set out certain specific provision where PUL 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 PUL 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 PUL gratuitously will be provided without acceptance of any liability of whatever nature and howsoever arising. Services shall be deemed provided gratuitously if provided by PUL free of charge (other than disbursements, out of pocket expenses, and items referred to in article 11.4).

### Article 5. COMPANY ACTING AS AGENT

- 5.1 When PUL acts as agent, PUL shall be entitled, and customer hereby expressly authorized PUL, to:
  - a. enter into (in the name of customer or owner or PUL 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 actson behalf of customer and/or owner in relation to 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 PUL 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 article 5.1, PUL 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 contractual relationship is between customer and/or owner and the third party(ies). PUL 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 PUL from the against any liabilities which PUL 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 PUL in writing, customer waives all rights of enquiry as to the terms, conditions and other particulars of contracts or arrangements entered into by PUL pursuant to article 5.1.
- 5.5 Without prejudice to other methods by which PUL may charge customer, customer expressly agrees that PUL may in its discretion charge customer an inclusive sum and so that the difference between the amount charged by PUL and the amount charged by the third party will represent PUL's remuneration or commission or income.

### Article 6. COMPANY ACTING AS PRINCIPAL

- 6.1 If PUL acts as principal in relation to service, then subject to article 2.3 and any contrary provisions of separate terms (if any), this article 6 and (in accordance with article 4.7 and the proviso of article 2.4) the other provisions of these conditions shall apply.
- 6.2 Where PUL acts as a principal in relation to service, PUL shall have full liberty to perform the service its elf, 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. PUL 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 PUL, and the liability of PUL shall be limited to the amount recoverable by PUL from the sub-contractor(s).
  - b. Where PUL sub-contracts any service (or any part thereof) to a third party, customer shall defend, indemnify and hold harmless PUL from and against any liability which PUL 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 PUL.

- 6.3 Where PUL acts as a principal in the carriage of goods, PUL'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, PUL'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 PUL 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 PUL 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 state 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 for virtue of article 6.3(a) to such loss or damage or delay), PUL's liability shall be determined in accordance with these conditions including (without limitation) in particular article 20.
- 6.4 The international conventions which may 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 carrier in certain circumstances.
- 6.5 In respect of carriage by air the following notice is hereby give:
- "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 article 6.2 and PUL'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 PUL'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 Articles published by the Baltic and International Maritime Council and obtainable from PUL or its agent upon request are hereby incorporated in these Conditions.
- Without prejudice to the generality of article 6.2, if PUL incurs any liability under a Both to Blame Collision Article or New Jason Article or any other similar article under any sub-contract entered into for the purpose of any service to customer or owner, customer shall defend, indemnify and hold harmless PUL from and against such liability.

#### Article 7. COMPANY ACTING FOR THIRD PARTY SERVICE PROVIDER

- 7.1 Where (as provided in article 4.5) PUL 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 PUL in the course of acting as such agent or sub-contractor, PUL, as against or related to customer or owner or others claiming under customer or owner or any relevant goods, shall (subject to article 2.3) 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 PUL and made applicable to such act, omission, negligence, neglect or default; and
  - b. (without) prejudice to (a) above) all the rights and defences of PUL under these conditions or otherwise available in law.
- 7.2 Without prejudice to its generality, article 7.1 shall apply where PUL 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.

#### Article 8. CUSTOMER'S WARRANTIES AND OBLIGATION

- 8.1 Customer warrants to PUL as follows:
- a. Instructions given to PUL (or any person on its behalf) are lawful, reasonable, sufficient and executable.
  - b. Goods to presented to PUL (or any person on its behalf shall be presented at PUL's nominated place of presentation within the appointed time and I the quantity, packaging and conditions as previously agreed by PUL.
  - 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 PUL 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 PUL in writing or any special nature of the goods which require special or specific handling, precaution or attention.
  - g. Particulars of goods given to PUL (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, declaration, applications, certificates, licences, confirmations, invoices and packing lists shall be timeously provided to PUL or persons nominate by PUL.
  - j. Goods have been properly, securely and sufficiently packed, and prepared (including proper labeling 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, labeling, marking, description, handling, storage and carriage.
  - m. Customer shall comply with operational procedures from time to time prescribed by PUL or persons on its behalf or its sub-contractors

- n. Where services are to be provided by PUL on a continuing basis, customer shall on a continuing basis provide PUL (and persons nominated by it) with realistic forecasts of cargo throughput and requirements at such intervals and with such details as PUL 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 payment 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 PUL,
    - i. the goods have been properly and competently packed into/onto the transport unit;
    - ii. the 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 PUL:
    - 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 PUL 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 PUL in writing at the time intermediary for owner or other person), and shall keep PUL advised in writing of changes thereof. Customer shall forthwith obtain for the provide PUL with such information and documents about or from such owner or other person as PUL may from time to time require, including (without limitation) information and documents required by PUL for submission to any government or regulatory authorities or agencies.
- 8.2(b) Without prejudice to any of PUL's other rights and defences, if there is (or PUL believes that there is) any breach or non-performance or delay in the performance by customer of any of the provisions contained in article 8.2(a), PUL may (without liability) forthwith refuse to provide or to continue to provide any service to customer and/or owner.

#### Article 9. CUSTOMER'S INDEMNITIES

- 9.1 Customer shall indemnify and save harmless PUL from and against:
- a. Liabilities arising as a result of PUL 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 PUL in excess of or in addition to the liability of PUL under these conditions; and
  - c. all and any claims of a general average or salvage nature which may be made on PUL, and customer shall provide such security as may be required by PUL in this connection on demand; such security, if so required by PUL, shall be made prior to delivery or release of goods.
- 9.2 Advice and information, in whatever form given, is provided by PUL (or person(s) on its behalf) for customer only, customer shall indemnify and save harmless PUL 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 PUL 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 PUL from and against all consequences thereof.
- 9.4 Without prejudice to article 9.3, every officer, servant, agent and sub-contractor of PUL shall have the benefit of PUL'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, PUL, for the foregoing purposes, does so not only for itself but also as agent and trustee for such persons.

#### Article 10. DANGEROUS, VALUABLE, PERISHABLE AND OTHER GOODS

- 10.1 Except pursuant to special arrangements previously agreed in writing by PUL, 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. PUL 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 PUL) customer or owner nevertheless tender or cause to be tendered for services any goods in breach of article 10.1, then, irrespective of whether PUL, 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 PUL, 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 PUL 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 PUL or any other person in whose custody they may be at the relevant time, without any liability for PUL 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 PUL 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 PUL 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 article 10.4 are not complied with, PUL (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 PUL from and any liabilities arising therefrom.

- 10.6 If, by special arrangement accepted by PUL in writing, goods have been packed into a refrigerated or similar transport unit by or on behalf of PUL and a particular temperature range has been requested by customer (and accepted by PUL in writing), PUL will set or cause to be set the thermostatic controls within the requested temperature range at the time of commencement of the relevant service. PUL 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 PUL).

#### Article 11. QUOTATIONS AND CHARGES

- 11.1 Customer undertakes to pay to PUL in cash (or in such other mode as PUL 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 PUL (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:
- any loss or damage or delay of goods or any claim whatsoever and howsoever arising or caused; or
  - any refusal or failure for whatsoever reason of the consignee or other designated receiver to take delivery of goods; or
  - any confiscation or other disposal of goods by customs or other authorities for whatsoever reason; or
  - 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 PUL in writing, PUL'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 PUL), and for any payments, fines, expenses, loss or damage whatsoever incurred by PUL, its servants, agents or sub-contractors in connection therewith.
- 11.5 Customer shall, upon request, make immediate (advance) payment to PUL to cover any money for which customer is or may become liable under article 11.4
- 11.6 Unless otherwise agreed by PUL in writing, on all amounts overdue, PUL (without prejudice to its other rights or remedies) shall be entitled to charge interest at the rate of 4% 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. PUL 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 PUL 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 PUL is not paid when due, PUL, 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:
- provision of all or any services, whether or not such services relate to the money overdue; and/or
  - 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 PUL shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to freight forwarders.

#### Article 12. INSURANCE

- 12.1 PUL does not provide insurance cover against loss/damage during carriage, storage or transportation of goods except on express written instructions given by customer and accepted by PUL in writing. Where PUL accepts such instructions, PUL 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 PUL, its officers, employees, agents and sub-contractors) for and on behalf of customer at customer's expenses. PUL does not warrant or undertake any such insurance shall be accepted by the insurance company or underwriters. All insurances effected through the assistance of PUL 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, PUL 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 PUL is not and does not hold itself out as carrying on business as an insurer or insurance broker or insurance agent.

#### Article 13. SPECIAL DELIVERY

- 13.1 Unless written instructions are given by customer and accepted by PUL in writing, PUL 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 PUL engages or appoints third party(ies) to effect such instructions, PUL shall always act as agent of customer. PUL 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 PUL shall not exceed the limit for loss and/or damage to the goods as set out in article 21.

#### Article 14. LIEN

- 14.1 PUL 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 PUL, 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 PUL 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, PUL shall be discharged of any liability whatsoever in respect of such goods or documents. PUL 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.

Article 15. NO DUTY TO DECLARE / PRESERVE RIGHT

- 15.1 Unless express written instructions have previously been given by customer and accepted by PUL in writing, PUL 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 article 15.1, where there is a choice of rates according to the extent or degree of liability assumed by PUL and/or other third party(ies), goods will be carried, forwarded, stored, handled, dealt with etc. at PUL's risk and at such charges, including the lowest charges, as PUL 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 PUL 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 PUL to make any declaration for the purposes of article 15.1 or article 15.2.
- 15.4 PUL 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 PUL shall be under no obligation to exercise any lien for general average contribution due to customer or owner.

Article 16. LIBERTIES AND RIGHTS OF COMPANY

- 16.1 In relation to PUL's responsibility (if any), goods shall not be treated as received by or for PUL until and unless a written receipt therefor has been issued by PUL or its authorized agent. Save for the quantity of the packages or units of goods delivered and received, receipt issued by or for PUL shall not constitute any representation by or for PUL of any condition, contents, order, quantity, quality or other matters of or relating to any of the goods.
- 16.2 PUL 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 PUL 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, PUL 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 PUL 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 PUL 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 PUL at the cost and risk of customer and/or owner.
- 16.6 Customer expressly consents that PUL 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 article 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 article 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 PUL 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 PUL reasonably considers that there is any breach of any of the warranties or obligations contained in article 8 and such breach is not remedied by customer within 14 days (or such shorter time as circumstances may require) after being required so to do by PUL by written notice to customer.
- 16.8 Without prejudice to any of PUL's other rights and defences, upon and at any time after the occurrence of an event, PUL may (in its sole discretion and without liability and without notice (or further notice in the case of article 16.7(a) or article 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 PUL's other rights and defences, upon any storage, sale, disposal or abandonment as referred to in article 16.8, the goods (where article 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 PUL shall have no further liability in respect of the goods (and where article 16.7(a) is applicable, the goods would have been deemed delivered pursuant to article 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 article 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 PUL from and against all and any liabilities incurred or suffered by reason of any action taken in pursuance of article 16.8.
- 16.11 All and any proceeds derived from any sale or other disposal of any goods pursuant to article 16.8 may be applied by PUL in its sole discretion towards payment of any moneys owing by customer and/or owner to PUL whether or not the moneys owing relate to the goods sold or disposed of.

Article 17. HINDRANCES ETC.

- 17.1 If at any time in the opinion of PUL (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, PUL 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 PUL may in its sole discretion deem safe and convenient, whereupon all responsibilities of PUL 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 PUL in proper performance of the services (but without prejudice to any of PUL's other rights and defences). PUL 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.

#### Article 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 PUL 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 PUL 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 PUL's rights of lien and/or sale).
- 18.5 The rights of PUL under this article 17 are in addition and without prejudice to any of its other rights and defences.

#### Article 19. LIABILITY

Subject to article 2.3 and (where applicable) clause 6.3(a) and without prejudice to any other rights and defences of PUL whether under these conditions or otherwise, the following provision shall apply as relates to liability of PUL whether in relation to any services or any goods or any instructions or any other matters whatsoever:

- 19.1 PUL 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 PUL and under its actual contract and that the damage, loss, non-delivery, mis-delivery, delay or deviation was due to the willful neglect or willful default of PUL or its own servants.
- 19.2 PUL 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 willful neglect or willful default of PUL or its own servants.
- 19.3 Save as provided in article 19.1 or article 19.2, PUL 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.
- 19.4 PUL 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, PUL agrees to perform service contracted for with reasonable dispatch.
- 19.5 Without prejudice to any of its other rights and defences, PUL shall not in any event be under any liability whatsoever for:
- any special, incidental, indirect, consequential or economic loss or damage (including without limitation loss of market, profit, revenue, business or goodwill); or
  - any loss, damage or expenses 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 expenses.
- 19.6 PUL shall organize, at its own discretion, unless otherwise instructed by the customer, and shall devote its best attention to the organization of the transport, carriage and storage of the entrusted goods. PUL shall select the most appropriate means and mode of transport, as well as storage locations. PUL's liability shall be defined as follows:
- As forwarding agent: the general conditions for freight forwarding by PUL.
  - As storage keeper: the general conditions for storage of goods by PUL.
  - As carrier: the general conditions for carriage of goods by PUL, with its own vehicles.

#### Article 20. LIMITATION OF LIABILITY

- 20.1 PUL's liability will, in any case, amount to a maximum of:
- property damage
    - US\$1,000 as forwarding agent, when organizing transport
  - loss and/or damage to the goods
    - US\$10,000 as forwarding agent, when organizing transport
    - US\$10,000 as storage keeper, when storing goods in its premises/warehouses
    - US\$10,000 as carrier, when effecting the transport by own means of transport
  - delay
    - in case of delay, if the parties to the contract have stipulated in writing a liability of PUL for delay and the claimant proves that damage has resulted therefrom, PUL shall pay compensation for such damage not exceeding the carriage charges.
    - in case of accumulation of different kinds of damages as property damage with loss or property damage and damage to the goods, PUL remuneration shall not exceed the limits provided for in this article for each liability.

#### Article 21. EXCLUSION

- 21.1 PUL shall not be liable in respect of any consequential loss, damage or expense, such as loss of profit, loss of clients, penalties, claims for losses due to depreciation and conventional fines, exchange rate fluctuations, increased levies or taxes by authorities whatsoever caused. Further the different exclusion articles provided in the three conditions of PUL mentioned below are applicable.
- 21.2 PUL 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:
- any act or omission of customer or owner or any person (other than PUL) acting on behalf of customer or owner;
  - compliance with instructions given by or on behalf of customer or owner;
  - insufficient packing, marking, labeling and/or numbering of the goods (unless caused by the willful neglect or willful default of PUL);
  - handling, loading, stowing, unloading of goods by customer or owner or any person (other than PUL);
  - inherent vice or defects of goods;
  - riots, civil commotions, strikes, lock outs, stoppage or restraint of labour;
  - fire, flood, storm, explosion or theft;
  - any cause or event which PUL was unable to avoid and the consequence whereof PUL was unable to prevent by the exercise of reasonable diligence;
  - any act or omission of PUL the consequences of which it could not reasonably have foreseen;
  - compliance with the instructions of any person entitled to give them;
  - saving or attempts to save life during the performance of service;



- l. nuclear incidents;
  - m. any matter beyond the contract of the PUL, its servants, agents or sub-contractors.
- 21.3 Article 21.2 shall be without prejudice to any of the rights and defences to which PUL is entitled whether under these conditions or otherwise available to it.

#### Article 22. NOTICE OF CLAIM AND TIME BAR

- 22.1 Upon delivery, the consignee shall check the condition of the goods, the quantity, the number and weight of packages and shall immediately report any apparent defects and missing items. Should any irregularity or missing item not be immediately apparent, the consignee shall send due reservations in writing within 48 hours after delivery. Otherwise, any claims directed against PUL shall be forfeited.
- 22.2 Any claim against PUL must be made in writing giving full particulars thereof and notified to PUL immediately. In giving any notice of claim, the claimant must allow PUL a reasonable amount of time to investigate the claim and to reserve its rights against any third parties.
- 22.3 PUL shall be discharged from all liabilities and no action whatsoever shall lie against PUL, if notice of claim in writing as aforesaid is not received by PUL within 14 current days from:
- a. in case of damage to goods; the date of delivery of the goods;
  - b. in case of loss, non-delivery, mis-delivery or delay of goods; the date of 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.
- 22.4 All rights of claim against PUL shall be extinguished and PUL discharged of all liabilities, unless suit is brought in the proper forum and written notice thereof given to PUL within 9 months from the applicable date specified in article 22.3(a) or (b) or (c).

#### Article 23. LIABILITY LIMITATION OF THIRD PARTIES

- 23.1 PUL is authorized to select and engage forwarding agents, carriers, warehouse-operators, customs brokers and others, as required, to transport, store, deal with and deliver goods, all of whom shall be considered independent agents of PUL, and the goods shall be entrusted to such agencies subject to all conditions as to limitations of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions, whether written, printed or stamped, appearing in waybill's, bills of lading, receipts issued by such forwarding agents, carriers, warehouse-operators and others. PUL shall under no circumstances be liable for any loss, damage, expenses or delay to the goods for any reason whatsoever when said goods are in custody, possession or control of such third parties selected by PUL.

#### Article 24. EMPLOYEES LIABILITY

- 24.1 Any direct legal action against PUL's employees, whether regular or temporary, for loss or damage of the goods shall be possible only within the limits provided for in articles 20 and 21 hereabove.
- 24.2 In case of joint legal action against PUL and its employees, whether regular or temporary, the maximum indemnification shall not exceed the limits provided for in article 20 hereabove.

#### Article 25. APPLICABLE LAW AND JURISDICTION

- 25.1 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.
- 25.2 Customer (for itself and for owner) and PUL hereby irrevocably submit to the exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region, provided that PUL may also bring any legal proceedings against customer or owner in any other Courts of competent jurisdiction, and proceedings by PUL in any one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdictions, whether concurrent or not.
- 25.3 Without prejudice to any other rights or remedies which PUL may have, in the event of customer (or owner) bringing any proceedings against PUL in breach of article 25.2, customer and owner shall indemnify PUL from and against all consequences thereof including, without limitation, legal costs and expenses incurred by PUL.

#### Article 26. Severability

- 26.1 The terms of these general conditions shall be severable, and, if any part of term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

#### Article 27. Claims in Tort

- 27.1 The defences and limits of liability provided for in these conditions shall apply in any action against PUL for loss, damage of the goods or delay whether the action be founded in contract or in tort.

## **GENERAL CONDITIONS FOR FREIGHT FORWARDING OF GOODS**

by Pacific United Logistics Inc. Ltd. (hereafter called PUL)

### Article 1. BASIS OF THE CONTRACT

- 1.1 All freight forwarding services performed by PUL shall be governed by the present general conditions for freight forwarding of goods by PUL.
- 1.2 For any special case not provided in the present general conditions, if they exist, the general conditions of the National Freight Forwarding Association of the country where the contract of freight forwarding was concluded shall apply.

### Article 2. APPLICABLE LAW AND JURISDICTION

- 2.1 All agreements shall be governed and construed in accordance with the applicable national freight forwarding law. The place of performance of the rights and obligations shall be at the domicile of PUL's office which has signed and executed the agreement.

### Article 3. CONCLUSION OF THE FREIGHT FORWARDING CONTRACT

- 3.1 The transport order must be given to PUL in written and contain the following instructions:
  - a. kind of merchandise and description of classification (e.g. dangerous goods);
  - b. value of the goods, if necessary and required;
  - c. type of packing with contents, numbers, quantity and weight (gross/net) of packages;
  - d. addresses of shipper/consignee;
  - e. place of receipt/delivery;
  - f. instructions and conditions in respect of shipment, method of transportation (sea/air/road/express/groupage/breakbulk/containerized cargo, etc.);
  - g. special instructions in respect of customs clearance, issue of documents, etc.
- 3.2 In absence of clear express instructions, PUL is entrusted to organize the transport order by selecting the most appropriate means and mode of transport.
- 3.3 In case of verbally given transport orders, these must be confirmed by letter, telex or fax. It is the responsibility of the shipper to transmit this information correct and complete. It is not the obligation of PUL to check the given information. In the case of discrepancies, PUL will inform the shipper, principal or customer in order to clarify the problem.
- 3.4 PUL shall elect, at its own discretion, to accept the freight forwarding instructions. There is no legal obligation. In case of acceptance, it shall confirm it by letter, telex or fax.

### Article 4. DELIVERY OBSTACLES

- 4.1 In case of refusal by the customer or his representative to accept or to pay for the delivery, or in case PUL is unable to deliver, for reasons not justifiable, it is entitled to either store the goods, at the sender/consignee's costs, or to return them to the sender.

### Article 5. Liability

- 5.1 PUL shall be liable for accurate and conscientious organization of the transport order.
- 5.2 PUL shall be liable for any damage resulting from the non-performance of contract obligations.
- 5.3 PUL is responsible for the choice and instruction of the contracted sub-agents as carriers, forwarding agents, warehouse-operators, etc. but shall be relieved from liability, if the choice has been done carefully and the received transport instructions have been transmitted to the sub-agents in accordance with the transport order. In that case, PUL may relinquish its rights against responsible sub-agents to the customer.
- 5.4 Any direct legal action against PUL's employees, whether regular or temporary, for loss or damage to the goods, shall be possible only within the limits provided for in article 5 and 6 herein.
- 5.5 In case of joint legal action against PUL and its employees, whether regular or temporary, the maximum indemnification shall not exceed the limits provided for in article 6 hereafter.

### Article 6. LIMITATION OF LIABILITY

- 6.1 PUL's liability as forwarding agent, in any case, shall be limited.
- 6.2 The compensation shall not, however, exceed:
  - a. property damages
    - US\$1,000 as forwarding agent, when organizing transport
  - b. loss and/or damage to the goods
    - US\$10,000 as forwarding agent, when organizing transport
    - US\$10,000 as storage keeper, when storing goods in its premises/warehouses
    - US\$10,000 as carrier, when effecting the transport by own means of transport
  - c. delay
    - in case of delay, if the parties to the contract have stipulated in writing a liability of PUL for delay and the claimant proves that damage has resulted therefrom, PUL shall pay compensation for such damage not exceeding the carriage charges.
    - in case of accumulation of different kinds of damages as property damage with loss or property damage and damage to the goods, PUL remuneration shall not exceed the limits provided for in this article for each liability.

### Article 7. EXCLUSIONS

- 7.1 PUL 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 PUL) acting on behalf of customer or owner;
  - b. compliance with instructions given by or on behalf of customer or owner;
  - c. insufficient packing, marking, labeling and/or numbering of the goods (unless caused by the wilful neglect or wilful default of PUL);
  - d. handling, loading, stowing, unloading of goods by customer or owner or any person (other than PUL);
  - 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 PUL was unable to avoid and the consequence whereof PUL was unable to prevent by the exercise of reasonable diligence;
  - i. any act or omission of PUL 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 service;
  - l. nuclear incidents;
  - m. any matter beyond the contract of the PUL, its servants, agents or sub-contactors.

- 7.2 Article 7.1 shall be without prejudice to any of the rights and defences to which PUL is entitled whether under these conditions or otherwise available to it.
- 7.3 PUL shall not be liable for loss or damage to goods, unless such loss or damage occurs whilst the goods are in actual custody and control of PUL.
- 7.4 PUL shall not in any circumstances be responsible for damages which are attributable to delay in delivery.
- 7.5 PUL shall not be liable for any damage caused by rodents and insects unless the customer is able to give evidence that PUL has not complied with the usual protective measures.
- 7.6 PUL can, by no means, be liable if the goods have been carried by the customer or his representative.
- 7.7 PUL shall not be liable for consequences of loading and unloading operations which it has not performed.
- 7.8 PUL shall not be liable under any circumstances for any loss, damage or expense arising from or in any way connected with numbers, contents, weight, marks or description of any goods.
- 7.9 PUL shall not be liable in respect of any consequential loss or damage such as loss of profit, loss of client, depreciation or conventional fines.

#### Article 8. CONDITIONS OF PAYMENT/RESPONSIBILITY OF CUSTOMER

- 8.1 Payment to PUL is due against invoice.
- 8.2 PUL is entitled to collect his dues on the goods at the time of delivery.
- 8.3 PUL is not allowed to advance taxes, customs duties or freights in favour of third parties, unless clear instructions have been given by the customer in favour of third parties as the consignee, etc. If the consignee refuse to pay these taxes, duties, charges or freights, the customer remains liable against PUL. In this case of such instructions from consignee, the customer can be held responsible for these taxes, duties, charges or freights.

#### Article 9. NOTICE OF CLAIM AND TIME BAR

- 9.1 Upon delivery, the consignee shall check the condition of the goods, the quantity, the number and weight of packages and shall immediately report any apparent defects and missing items. Should any irregularity or missing item not be immediately apparent, the consignee shall send due reservations in writing within 48 hours after delivery. Otherwise, any claims directed against PUL shall be forfeited.
- 9.2 Any claim against PUL must be made in writing giving full particulars thereof and notified to PUL immediately. In giving any notice of claim, the claimant must allow PUL a reasonable amount of time to investigate the claim and to reserve its rights against any third parties.
- 9.3 PUL shall be discharged from all liabilities and no action whatsoever shall lie against PUL, if notice of claim in writing as aforesaid is not received by PUL within 14 current days from:
  - a. in case of damage to goods; the date of delivery of the goods;
  - b. in case of loss, non-delivery, mis-delivery or delay of goods; the date of 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.
- 9.4 All rights of claim against PUL shall be extinguished and PUL discharged of all liabilities, unless suit is brought in the proper forum and written notice thereof given to PUL within 9 months from the applicable date specified in article 9.3(a) or (b) or (c).

## **GENERAL CONDITIONS FOR STORAGE OF GOODS**

by Pacific United Logistics Inc. Ltd. (hereafter called PUL)

### Article 1. BASIS OF THE CONTRACT

- 1.1 All storage services performed by PUL shall be governed by the present general conditions of the storage of goods by PUL.
- 1.2 For any special case not provided in the present general conditions, if they exist, the general conditions of the National Freight Forwarding Association of the country where the contract of storage has been concluded or where the goods stored shall apply.
- 1.3 The customer is defined as follows: the owner of the goods, the sender, the consignee, the person entitled to dispose of the goods as well as their respective successors. Should there persons be different, PUL shall be jointly liable for the performance of all storage contract obligations.

### Article 2. APPLICABLE LAW AND JURISDICTION

- 2.1 All agreements shall be governed and construed in accordance with the applicable national law. The place of performance of the rights and obligations shall be at the domicile of PUL's office which has signed and executed the agreement.

### Article 3. CONCLUSION OF THE STORAGE CONTRACT

- 3.1 The storage instructions must be given to PUL in written.
- 3.2 PUL shall elect, at its own discretion, to accept the storage instructions. There is no legal obligation. In case of acceptance, it shall confirm it by letter, telex or fax.

### Article 4. CONTENTS OF THE STORAGE INSTRUCTIONS

- 4.1 The instructions must indicate the following:
  - a. the place and time chosen for delivery to PUL's storage premises;
  - b. the name of the owner and/or the authorized third party;
  - c. the name of the carrier, the forwarding agent, etc., if not identical to PUL
  - d. an accurate and detailed description of the goods, including but not limited to:
    - the kind and nature of goods;
    - the number of packages, pallets, cartons, drums, etc.;
    - the technical data;
    - the measurements, weight.
  - e. any particular or extraordinary nature of the goods and their susceptibility to damage requiring special handling, and any specific instructions;
  - f. duration of storage.

### Article 5. RECEIPT OF THE GOODS

- 5.1 Upon taking over the goods, PUL shall have only to check their apparent condition and eventually their packaging. In particular, PUL shall not have to verify either the contents or the declared value.
- 5.2 Only if the handed-over goods or its packaging appear to be defective or in bad condition. PUL shall have to advise the depositor accordingly. In this case, PUL shall list due reservations in the carriage or storage documents and shall make a written report.
- 5.3 PUL shall be entitled to rely upon information provided by the customer who shall be liable to PUL for any prejudice and damage caused by the inadequacy or irregularity in the description and/or false or incomplete declaration of the goods.
- 5.4 PUL shall not be obliged to accept goods, which are pledged or encumbered with costs and expenses, such as collection on deliver, freight, customs duties, taxes, etc., except if the depositor has previously provided sufficient advance on expenses. PUL shall not be obliged, but may be authorized, to pay, on behalf of the customer, freight costs, custom duties, etc. The customer shall have to reimburse PUL for any disbursements plus usual interest rates charged by banks.
- 5.5 PUL is entitled to request the immediate withdrawal of the goods, which have been subject to a false or incomplete declaration or are not proper for storage, or to withdraw from the storage contract.
- 5.6 The customer shall be liable for any prejudice and damage caused by his negligence to PUL or any third party in connection with the storage of the goods.

### Article 6. STORAGE RECEIPT

- 6.1 For any stored goods, a storage receipt shall be issued to customer.
- 6.2 The storage receipt is not negotiable; therefore, it may not be either assigned or pledged.
- 6.3 PUL is authorized to deliver the stored goods to the person entitled to dispose of the goods without producing or returning the storage receipt, and to comply with his instructions.
- 6.4 The storage receipt shall not constitute evidence that the goods are still stored on behalf of the original customer. Outgoing goods shall not be recorded on the storage receipt.
- 6.5 The particulars contained in the storage receipt in respect of the quantity, weight, nature, characteristics, condition, contents, value, quality, etc. of the goods shall not be legally binding upon PUL.
- 6.6 The customer shall have to notify PUL immediately of any change of address and shall be responsible for any consequences sustained through oversight.

### Article 7. RIGHT OF DISPOSAL

- 7.1 The person on whose behalf the goods have been stored shall be defined as the person who has the right of disposal, or his lawful successors.
- 7.2 PUL is not obliged to verify the genuineness or authority of the signatories to any communications, instructions or documents affecting the disposal of the goods unless agreed in writing with the customer. Where there is such agreement customer has to submit to PUL in writing sample signatures of the person or persons authorized to dispose off the goods and receipt of such sample signature has to be acknowledged in writing by PUL.
- 7.3 The customer may, upon written instructions to PUL, assign the stored goods together with the right of disposal thereof, to a third party.
- 7.4 Upon receipt of the assignment notification, PUL shall be authorized to comply with the instructions of the original depositor. The latter, however, shall be liable for the performance of his contract obligations and PUL shall be liable, as before, for the stored goods within the provisions under article 13.

### Article 8. HANDLING AND INSPECTION OF THE GOODS DURING STORAGE

- 8.1 During storage, PUL shall not be obliged to regularly verify the apparent condition of the goods or its packaging. In addition, there is no legal obligation to take care, inspect or maintain the stored goods or its contents, unless otherwise instructed in writing by the customer. In this case, the customer shall be liable for the payment of any additional costs.

- 8.2 Should during storage, any negative changes in the apparent condition of the goods or its packaging become noticeable to PUL, as well as any changes susceptible to jeopardize the other stored goods, PUL shall be entitled, without consulting the depositor and at the expense of the latter, to take all necessary steps in order to alleviate the danger becoming liable for any consequential damage or reducing the damage.
- 8.3 The customer shall have the right to inspect and verify the goods during regular business hours. He shall have to comply with the instructions of the storage employees.
- 8.4 The customer and his representatives entitled to inspect and verify goods shall have to show their credentials. PUL may request that the inspection and verification shall be performed only in the presence of a PUL's representative.
- 8.5 Any handling of the goods may be performed only with PUL's written consent.
- 8.6 During inspection, verification or handling of the goods by the client or his representatives in PUL's storage premises, PUL shall be liable for loss or damage to the goods, only to the extent that the negligence caused by the company or its employees can be demonstrated.
- 8.7 Upon termination, verification and handling, PUL may request a joint checking of the condition and the quantity of the goods and a written acknowledgment from the client.

#### Article 9. STORAGE CHARGES, COSTS AND DUTIES

- 9.1 The customer shall have to pay the agreed-upon storage charges and to reimburse any costs and duties incurred in connection with the storage.
- 9.2 In case of adjustment in the usual rates and local trade practices after execution of the storage contract, the agreed-upon storage fees will be adjusted accordingly.
- 9.3 In case of denunciation or termination of the storage contract, the storage charges shall be due for the current month, regardless of the date of termination.
- 9.4 Should a customer client not meet his contract obligations, PUL shall be entitled to proceed to a private sale or to cause the goods to be auctioned, 30 days after having sent a demand letter by registered mail. The proceeds of sale exceeding the amount due shall be returned to the debtor.

#### Article 10. DELAY IN THE WITHDRAWAL OF THE GOODS.

PUL shall be relieved from any liability for the stored goods, if the person entitled to dispose of the goods does not withdraw or accept the goods to be taken out for delivery, more particularly in case of denunciation or resignation of the storage contract. PUL is entitled, without further normal notice, to proceed to the sale of the goods or cause them to be auctioned, for the account and the risk of the customer, without in this case, being liable for damages.

#### Article 11. LIABILITY

- 11.1 PUL shall be liable for accurate and conscientious execution of the order. PUL shall be liable for any damage resulting from the non-performance of contract obligations.
- 11.2 Its liability shall commence upon the transfer of the goods to PUL's employees and shall terminate upon delivery of the goods to the consignee or his authorized representative.
- 11.3 Any direct legal action against PUL's employees, whether regular or temporary, for loss or damage to the goods, shall be possible only within the limits provided for in articles 12 and 13 hereafter.

In case of a joint legal action against PUL and its employees, whether regular or temporary, the maximum indemnification shall not exceed the limits provided for in article 12 hereafter.

#### Article 12. LIMITATIONS OF LIABILITY

- 12.1 PUL's liability as storage keeper, in any case, shall be limited.
- 12.2 The compensation shall not, however, exceed:
  - a. US\$0.50 per kilogram of gross weight;
  - b. US\$50 per package or unit;
  - c. with a maximum of US\$10,000 with respect to any order including several packages.

#### Article 13. EXCLUSIONS

- 13.1 PUL 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 PUL) acting on behalf of customer or owner;
  - b. compliance with instructions given by or on behalf of customer or owner;
  - c. insufficient packing, marking, labeling and/or numbering of the goods (unless caused by the wilful neglect or wilful default of PUL);
  - d. handling, loading, stowing, unloading of goods by customer or owner or any person (other than PUL);
  - 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 PUL was unable to avoid and the consequence whereof PUL was unable to prevent by the exercise of reasonable diligence;
  - i. any act or omission of PUL 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 service;
  - l. nuclear incidents;
  - m. any matter beyond the contract of the PUL, its servants, agents or sub-contactors.

Article 13.1 shall be without prejudice to any of the rights and defences to which PUL is entitled whether under these conditions or otherwise available to it. PUL shall not be liable for any damage caused by rodents and insects unless the customer is able to give evidence that PUL has not complied with the usual protective measures.

PUL can, by no means, be liable if the goods have been carried by the customer or his representative.

PUL shall not be liable for consequences of loading and unloading operations which it has not performed.

PUL shall not be liable in respect of any consequential loss or damage such as loss of profit, loss of client, depreciation or conventional fines.

#### Article 14. NOTICE OF CLAIM AND TIME BAR

- 14.1 Upon delivery, the consignee shall check the condition of the goods, the quantity, the number and weight of packages and shall immediately report any apparent defects and missing items. Should any irregularity or missing item not be immediately apparent, the consignee shall send due reservations in writing within 48 hours after delivery. Otherwise, any claims directed against PUL shall be forfeited.

- 14.2 Any claim against PUL must be made in writing giving full particulars thereof and notified to PUL immediately. In giving any notice of claim, the claimant must allow PUL a reasonable amount of time to investigate the claim and to reserve its rights against any third parties.
- 14.3 PUL shall be discharged from all liabilities and no action whatsoever shall lie against PUL, if notice of claim in writing as aforesaid is not received by PUL within 14 current days from:
- a. in case of damage to goods; the date of delivery of the goods;
  - b. in case of loss, non-delivery, mis-delivery or delay of goods; the date of 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.
- 14.4 All rights of claim against PUL shall be extinguished and PUL discharged of all liabilities, unless suit is brought in the proper forum and written notice thereof given to PUL within 9 months from the applicable date specified in article 14.3(a) or (b) or (c).

## **GENERAL CONDITIONS FOR CARRIAGE OF GOODS WITH OWN VEHICLES**

by Pacific United Logistics Inc. Ltd. (hereafter called PUL)

### Article 1. BASIS OF THE CONTRACT

- 1.1 All services in connection with carriage of goods, performed by PUL in its own vehicles, shall be governed by the present General Conditions for carriage of goods with own vehicles.
- 1.1 In case of border crossing carriage, the provisions of the Convention on the contract for the international carriage of goods by road shall be applicable.
- 1.2 If the carriage or across the border has been awarded to another carrier, PUL, as forwarding agent, would be liable only for selecting and instructing the carrier.

### Article 2. APPLICABLE LAW AND JURISDICTION

- 2.1 All agreements shall be governed and construed in accordance with the applicable national law. The place of performance of the rights and obligations shall be at the domicile of PUL's office which has signed and executed the agreement.

### Article 3. SENDERS OBLIGATIONS

- 3.1 The sender shall be responsible for proper packing.
- 3.2 The sender shall precisely inform PUL about the address of the sender, the place designated for delivery, the number and type of packages, the gross weight, the contents, the value, the agreed time-limit for delivery and the mode of transport.
- 3.3 The sender shall have to specify to PUL, the nature of the goods, their weight, and distribution and whether the goods are susceptible to damage. The sender shall be responsible for sufficient marking, and, if necessary, numbering of the packages.
- 3.4 The sender shall be responsible for all expenses, loss or damage sustained through omission or inadequacy.
- 3.5 Customer shall also be responsible for any standing charges on trucks delayed or held-up due to any of the above-mentioned circumstances.

### Article 4. CUSTOMS HANDLING

- 4.1 PUL shall clear customer's goods on receipt of the required documents and specific instructions to effect the clearance. Customer warrants the accuracy of documents submitted for clearance purposes and shall be responsible for any consequences resulting from false declarations, including any customs duties, taxes, fines, delays demurrage costs and penalties arising thereof.
- 4.2 PUL does not accept responsibility and shall not be held liable under any circumstances for any variations of exchange rates, tariffs, taxes or levies by any authority.

### Article 5. DELIVERY OBSTACLES

- 5.1 In case of refusal by the customer or his representative to accept or to pay for the delivery, or in case PUL is unable to deliver, for reasons not justifiable, it is entitled to either store the goods, at the sender/consignee's costs, or to return them to the sender.

### Article 6. LIABILITY

- 6.1 PUL shall be liable for accurate and conscientious execution of the order.
- 6.2 PUL shall be liable for any damage resulting from the non-performance of contract obligations.
- 6.3 PUL's liability shall commence upon the transfer of the authorized employees and shall terminate upon delivery of the goods to the consignee or his representative.
- 6.4 Any direct legal action against PUL's employees, whether regular or temporary, for loss or damage to the goods, shall be possible only within the limits provided for in article 6 and 7 herein.
- 6.5 In case of joint legal action against PUL and its employees, whether regular or temporary, the maximum indemnification shall not exceed the limits provided for in article 6 hereafter.

### Article 7. LIMITATIONS OF LIABILITY

- 7.1 PUL's liability as carrier, in any case, shall be limited.
- 7.2 The compensation shall not, however, exceed:
  - a. US\$0.5 per kilogram of gross weight;
  - b. US\$50 per package or unit;
  - c. with a maximum of US\$10,000 with respect to any order including several packages.

### Article 8. EXCLUSIONS

- 8.1 PUL 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 PUL) acting on behalf of customer or owner;
  - b. compliance with instructions given by or on behalf of customer or owner;
  - c. insufficient packing, marking, labeling and/or numbering of the goods (unless caused by the wilful neglect or wilful default of PUL);
  - d. handling, loading, stowing, unloading of goods by customer or owner or any person (other than PUL);
  - e. inherent vice or defects of goods; riots, civil commotions, strikes, lock outs, stoppage or restraint of labour;
  - f. fire, flood, storm, explosion or theft;
  - g. any cause or event which PUL was unable to avoid and the consequence whereof PUL was unable to prevent by the exercise of reasonable diligence;
  - h. any act or omission of PUL the consequences of which it could not reasonably have foreseen;
  - i. compliance with the instructions of any person entitled to give them;
  - j. saving or attempts to save life during the performance of service;
  - k. nuclear incidents;
  - l. any matter beyond the contract of the PUL, its servants, agents or sub-contractors.
- 8.2 Article 8.1 shall be without prejudice to any of the rights and defences to which PUL is entitled whether under these conditions or otherwise available to it.
- 8.3 PUL can, by no means, be liable if the goods have been handled by the customer or his representative.
- 8.4 PUL shall not be liable for consequences of loading and unloading operations which it has not performed.
- 8.5 PUL shall not be liable for appreciation of lost or damaged goods.

8.6 PUL shall not be liable in respect of any consequential loss or damage such as loss of profit, loss of client, depreciation or conventional fines.

Article 9. LIABILITY IN CASE OF DELAY

9.1 Damage due to a delay in delivery shall not be indemnified except to the degree that PUL's liability in this respect has been duly agreed upon in writing by each party. In addition, the provisions under article 7 "Limitations" and article 8 "Exclusions", remain expressly reserved. In case of indemnification as a result of damage due to delay, the maximum compensation shall not exceed the carriage charges.

Article 10. NOTICE OF CLAIM AND TIME BAR

10.1 Upon delivery, the consignee shall check the condition of the goods, the quantity, the number and weight of packages and shall immediately report any apparent defects and missing items. Should any irregularity or missing item not be immediately apparent, the consignee shall send due reservations in writing within 48 hours after delivery. Otherwise, any claims directed against PUL shall be forfeited.

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

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

- a. in case of damage to goods; the date of delivery of the goods;
- b. in case of loss, non-delivery, mis-delivery or delay of goods; the date of 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.

10.4 All rights of claim against PUL shall be extinguished and PUL discharged of all liabilities, unless suit is brought in the proper forum and written notice thereof given to PUL within 9 months from the applicable date specified in article 10.3(a) or (b) or (c).