

# GEODIS China Limited Standard Trading Conditions

## 乔达国际货运（中国）有限公司标准交易条件

### PRELIMINARY ARTICLE: PURPOSE AND SCOPE OF APPLICATION

#### 首章：目的以及适用范围

The purpose of the present STC is to define the terms and conditions under which our Company, as a transportation and logistics service provider, acting in any capacity whatsoever (freight forwarder, carrier, warehousing agent, forwarding agent, customs broker, handling operator, representative) shall perform activities or services connected to the physical movement of the Goods from any origin to all destinations within a domestic and/or international scope. Through entrusting the Company with its Goods, or any service or operation whatsoever, the Merchant hereby accepts, without any reservations whatsoever, the terms and conditions defined hereinafter and appended hereto and shall be considered as the Merchant's express and unequivocal waiver of its own general terms and conditions of purchase, whatever the format. All other terms and conditions are hereby excluded. These STC are deemed to be enforceable against the Merchant both by our Company and its subcontractors. All Services are performed subject only to these STC (and when applicable, to the conditions on any Bill of Lading, Sea Waybill, Multi-modal bill of lading or Air Waybill issued by the Company as Principal). In the event of inconsistency between these STC and/or any other terms and conditions incorporated herein by reference, the following order of precedence shall govern and control : (1) the provisions of these STC as may be amended from time to time; (2) the terms of the applicable bill of lading if any (3) the terms of the China International Freight Forwarder Association Trading Conditions.

本 STC 旨在明确本公司作为运输和物流服务供应商，以各种身份（货运代理、承运人、仓储代理、货运代理、报关代理、装卸操作、代理人）在国内和/或国际范围内开展的货物从任何起运地至所有目的地之运输活动或服务时所依据的条款和条件。通过委托我司运输货物或要求我司提供任何服务或经营活动，客户在此无条件地接受本协议及其附件中规定的条款和条件，并应视为客户对其一般采购条款和条件（无论采用何种形式）的明确放弃。所有其他条款和条件在此不再适用。本 STC 适用于我司及其分包商与客户之间。所有服务的履行应遵循本 STC（也应遵循由我司作为委托人签发的任何提单、海运单、多式联运提单或空运单上的条件，如果适用）。如果这些 STC 条款和条件和/或通过引用而并入本 STC 的任何其他条款和条件出现不一致的情形时，应以下列优先顺序为准：（1）不时修订的 STC 条款和条件；（2）适用的提单条款（如有）（3）中国国际货运代理协会标准交易条件。

#### 1. DEFINITIONS/定义：

“**Company**” means GEODIS China Limited, including its branch offices or Combined Logistics Shanghai Limited as the case may be.

“**公司**”是指乔达国际货运（中国）有限公司，包括其分支机构或乔信国际物流（上海）有限公司（视情况而定）。

“**Disease**” means a highly infectious or contagious disease that is seriously harmful to humans (for example Covid 19).

“**疾病**”是指对人类有严重危害的高度感染性或传染性疾病（例如 Covid-19）。

“**Goods**” means any products, goods, materials, cargo, or any container not supplied by the Company, which may be shipped, transported, handled, packaged by the Company and that are the subject of the Services or in respect of which the Company provides a Service.

“**货物**”系指任何产品、货物、材料、物品或任何集装箱，可由公司提供装运、运输、装卸、包装或由公司就其提供相关服务。

“**Hazardous Materials**” shall include Dangerous Goods, or Hazardous Materials as defined and categorized by any local, statute, ordinance, national or international Laws and Regulation such as current publications or air shipments within International Air Transport Association (IATA) or Ocean/Sea shipments within International Maritime Dangerous Goods Code (IMDG) and Catalog of Hazardous Chemicals (2015 version) promulgated by Ministry of Emergency Management of P.R. China.

“**危险品**”一词包括任何地方法规、条例以及国内或国际法律和法规中所定义并归类的危险品，如国际航空运输协会（IATA）就航空运输出具的现行规定中定义的危险品，适用于远洋/海上运输的《国际海运危险货物规则》（IMDG）中规定的危险品，以及中华人民共和国应急管理部颁布的《危险化学品目录（2015 版）》。

“**Incidental matters**” means anything done or to be done in relation to the Goods or the provision of any services ancillary to the Goods including but not limited to moving, storing or leaving the Goods at any warehouse, terminal, yard, wharf or other place or area, loading or unloading the Goods from any vehicle, vessel or other conveyance, stowing or packing the Goods or fumigating, trans-shipping, inspecting or otherwise handling the Goods or anything done in relation thereto.

“**附带事项**”是指与货物有关的任何已完成或者待完成事项或提供任何与货物有关的辅助服务，包括但不限于在任何仓库、码头、堆场或其他地方或区域运输、仓储或放置货物，从任何车辆、船只或其他运输工具上装卸货物，堆装或包装货物，或熏蒸、转运、检验或以其他方式处理货物，或处理与此有关的任何事宜。

“**Merchant**” includes the shipper, the purchaser named in the transport document (airway bill/ seaway bill, road waybill as applicable), the receiver of the Goods, the holder of these STC, any person owing or lawfully entitled to the possession of the Goods or this STC, any person acting on behalf of any of the above mentioned persons.

“**客户**”包括托运人、运输单证（空运提单 / 海运单、公路运单（如适用））中指定的买方、货物收货人、本 STC 的持有人、任何拥有或对本货物或本 STC 享有合法权利的人、代表上述任何人事的人。

“**Party**” or “**Parties**” shall mean Company or Merchant, solely or cumulatively as the case might be.

“**一方**”或“**各方**”应视情况指公司或客户单独称为一方，合称为各方。

“**Purchase Order**” means the order, call-off order or equivalents thereof, issued in writing, regarding the Services including but not limited to emails from the Merchant and confirmed by Company.

“采购订单”是指订单、取消订单或其他同类文件，该类文件为书面文件，其包括但不限于由客户发出并经公司确认的电子邮件。

“**Rates and Charges**” shall have the meaning set forth in the price list, quotation sheet and/or Purchase Order.

“价格和费用”应视价目表、报价单和/或采购订单中规定的含义确定。

“**Risk Area**” means any place where there is a risk of exposure to any person to the Disease and/or to a risk of quarantine or other restrictions being imposed in connection with the Disease by any government or authority.

“**风险区域**”指任何人有接触该疾病的风险和/或任何政府或当局就该疾病实施检疫或其他限制的风险地域。

“**Services**” means the whole or any part of the operations and services undertaken by the Company from time to time in relation to the Goods including without limitation providing or arranging transportation of Goods from the origins to the destinations designated by Merchant, performing freight forwarding services required for Merchant's outbound and inbound shipments of materials, customs services, logistic and warehousing services.

“**服务**”指公司不时开展的与货物有关的全部或任何部分业务和服务，包括但不限于提供或安排将货物从起点运输至客户指定的目的地，为客户的货物进出境运输提供所需的货运代理服务、清关服务、物流和仓储服务。

“**STC**” means these GEODIS Standard Trading Conditions of Services.

“**STC**”是指本乔达国际货运（中国）有限公司标准交易条件。

“**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.

“**运输装置**”包括任何集装箱、拖车、平板车、储罐、包装箱、托盘和用于货物运输和/或拼箱的任何其他装置及其附属设备。

“**Warehouse**” means the warehouse facility used by Company, where the temporary storage will be performed, under the terms and conditions for the provision of Services.

“**仓库**”是指公司根据服务条款和条件进行临时储存的仓库。

#### 2. PROVISION OF SERVICES/服务提供

2.1 All Services are provided by the Company as agent only, except where the Company acts on its own behalf (as Principal).

公司仅作为代理人提供所有服务，但公司以自己的名义（作为委托方）行事的除外。

2.2 The Company is not a common carrier and will accept no liability as such and it reserves the right to accept or refuse the carriage of any Goods or any other Service at its discretion.

公司不是公共承运人，并不承担作为公共承运人的责任，并保留自行决定接受或拒绝运输任何货物或提供任何其他服务的权利。

2.3 The Company is authorized (but is not obliged) to inspect or arrange for the Goods to be inspected.

公司有权（但无义务）检查或安排检查货物。

2.4 If the Company expressly accepts to provide custom clearance services for and on behalf of the Merchant, Company shall accomplish the customs formalities in the name and on behalf of the Merchant solely under the direct representation mode. In addition to the obligations specified in Article 4, the Merchant commits to provide the Company with written instructions within the required timeframe, in compliance with the applicable customs regulation. The Merchant guarantees the Company against all consequences arising from any incomplete incorrect instructions, irrelevant documents, failure to provide the required information within the deadlines to leading in particular to the payment of any additional taxes and/or duties, fines, delays, additional costs, damages. The Company shall be liable solely for its own proven personal faults within the limits of Article 6.

如果公司明确同意为并代表客户提供清关服务，公司应仅以直接代表的方式以客户的名义代表客户办理海关手续。除第 4 条规定的义务外，客户承诺按照适用的海关条例，在规定的时限内向公司提供书面指示。客户承诺公司免于承担因客户任何不正确的指示、不相关的文件、未能在最后期限内提供所需信息而支付任何额外税款和/或关税、罚款、延误、额外费用、损害赔偿的所有后果。公司应仅对第 6 条规定的范围内的已证实的自身过错承担责任。

2.5 The Purchase Order will be issued by Merchant in writing, by fax, electronically, or otherwise and will be binding to Parties at Company's acceptance in writing, by fax, electronically or otherwise. Any modifications of or comments to the Purchase Order by either party are binding only, if accepted by the other party in writing.

采购订单将由客户以书面、传真、电子或其他方式出具，并在公司以书面、传真、电子或其他方式接受后对各方具有约束力。任何一方对采购订单的任何修改或意见仅在另一方书面接受的情况下才具有约束力。

#### 3. RATES & CHARGES – PAYMENT TERMS

##### 价格和费用——付款条款

3.1 The Rate and Charges as set out in the Company price list and/or in the Purchase Order are incorporated herein and excludes applicable taxes such as VAT, sales taxes, customs duty and other government taxes and / or statutory charges imposed with respect to the provision of Services, which shall be paid by the Merchant. The Merchant agrees to pay and indemnify and hold Company harmless from and against all franchise, duties, VAT and business taxes together with penalties, fines or interest thereon, imposed by any taxing authority with respect to the Goods including but not limited to their transportation and customs declaration. Notwithstanding anything to the contrary, Company shall be entitled to adjust the Rates and Charges in the event of an increase of cost to the Company in providing the Services which arises as a consequence of (i) significant changes in the market rates, change of volumes/destination mix, fuel surcharge, scope of service (ii) any increase in duties, taxes, levies, deposits and outlays whatsoever levied by any government authority (iii) emergency surcharges to recover costs associated with temporary emergency situations beyond the Company's control (iv) changes in Law or regulation (v) and any other costs outside the Company's control. The Rates and Charges shall be revised at the end of their validity period and at least once a year by joint agreement between the Parties due consideration being given to the expected shipment volume of business, shipping profile, inflation indices and any increases in Company's costs. In the event no agreement is reached by the Parties, any Party may terminate

the whole or part of the applicable Purchase Order by serving at least (1) months' notice.

公司价目表和/或采购订单中规定的价格和费用并入于本交易条款和条件，不包括应征的税收，如增值税、销售税金、关税和其他政府税收和/或与提供服务有关的法定费用，这些费用应由客户支付。客户同意支付并保护公司免受任何税务当局就货物(包括但不限于其运输和报关)征收的所有特许经营税、关税、增值税和营业税以及罚金、罚款或利息的影响。即使有任何相反规定，如果由于以下原因导致公司提供服务的成本增加，公司有权调整费用和价格：（i）市场价格的重大变化、数量/目的港清单的变化、燃油附加费、服务范围的重大变化；（ii）任何政府当局征收的关税、税收、征稅、押金和任何支出的任何增加；（iii）用于处置公司控制范围之外的突发紧急情况而加收的紧急附加费；（iv）法律或法规的变化；（v）以及公司控制范围之外的任何其他成本。费用和价格应在其有效期结束之时进行修订，并通过双方达成的联合协议，每年至少修订一次，同时适当考虑预期的业务量、航运概况、通货膨胀指数和公司成本的任何增加情况。如果双方未达成协议，任何一方均可提前至少（1）个月发出通知，终止全部或部分适用的采购订单。

3.2 Unless otherwise expressly agreed, the Rates and Charges are valid for Services during the hours of standard operation designated by Company where the Services are provided and shall exclude public holidays and weekends. Any service not listed in the Purchase Order and quoted for in the price list shall be considered as additional or exceptional and shall be quoted by case and after written approval by the Merchant.

除非另有明确约定，价格和费用在公司提供服务的指定标准营业时间内有效，公共假期和双休日不适用。未在采购订单列明和价格表中报价的服务应视为附加或额外的服务，并根据具体情况在客户书面批准后报价。

3.4 The Merchant shall pay to Company all sums immediately when due and unless otherwise agreed by the parties in written no later than 30 days from the date of issuance of the invoice without any deduction, withholding, counterclaim or set-off or otherwise. When Company is instructed to collect freight, duties, fees, charges, or other expenses from any person other than Merchant, Merchant shall remain responsible for the payment of the same. On all amounts overdue to Company, Company shall be entitled to interest calculated at 0.05% per day.

客户应在到期时立即向公司支付所有款项，除非双方另有书面约定，应在不得迟于发票开具之日起 30 天内支付，并且不得进行任何扣除、预扣、反索赔或抵消或其他类似行为。当公司被指示向客户以外的任何人收取运费、税款、花销、支出或其他费用时，客户仍应对上述费用负责。对于拖欠公司的所有款项，公司有权每天按所拖欠款项 0.05% 的利息收取。

3.5 If the Purchase Order is terminated for any reason, any sums payable for the Services preceding the date of termination shall become immediately due and payable without deduction or deferment on account of any claim, counterclaim or set-off.

如果采购订单因任何原因终止，终止日期之前的服务应付款项将立即到期，不得因任何索赔、反索赔或抵消而扣除或延期支付。

3.6 All amounts due to Company will be invoiced and are payable in Chinese yuan and if any amount is required to be converted such amount shall be converted at a date prior to the date on which the Company invoice is issued. Company is entitled to charge a currency conversion premium when converting receivables into Chinese yuan. If agreed between the Parties in writing, invoices billed in a currency other than Chinese yuan shall be payable by the Merchant to the Company in the currency of the Company's invoice and the Merchant shall bear the cost of any currency exchange expenses and any associated bank or currency charges.

应付给公司的所有金额将开具发票，并以人民币支付，如果需要以其他货币支付，则应在公司发票开具日期之前兑换该金额。公司有权在将应收款换算为人民币时收取货币兑换手续费。如果双方书面同意，以人民币以外的货币开具的发票应由客户以公司发票上记载的货币支付给公司，且客户应承担任何货币兑换费用和任何相关的银行或货币费用。

3.7 Company may appoint any of its branch office to invoice, settle and collect any amount due by the Merchant under these STC and Merchant agrees with the appointment with regards to the said invoicing, settlement, and collection.

公司可指定其任何分支机构开具发票、结算和收取客户根据本 STC 应付的任何款项，且客户同意上述发票、结算和收款有关的安排。

3.8 The provision of the Services shall not create undue hardship over the Company. In such case, the Company may be entitled to (i) ask for a revision of its Rates and Charges in order to restore the equilibrium of the relationship by written notice in a form of registered letter containing the information necessary to prove the existence of the undue hardship; or (ii) terminate part or whole of the Service Order according to the provisions of Article 18 below, provided that the parties were not able to find an agreement on the Rates and Charges during the period of 3 (three) months starting from the day of reception of the registered letter described in the Article 3.8 i) above.

提供的服务不得给公司造成不应有的困难。否则，公司有权（i）以挂号信形式发出书面通知，要求修订其价格和费用，以恢复均衡，挂号信形式的书面通知包含证明存在严重困难所需的信息；或（ii）根据下文第 18 条的规定终止部分或全部服务，前提是双方在收到上述第 3.8 i）条所述的挂号信之日起 3（三）个月内未能就价格和费用达成协议。

4. WARRANTY/保证

4.1 The Merchant entering into any transaction or business with the Company hereby expressly warrants that it is either the owner or the authorized agent of the owner and that it is authorized to accept these STC not only for itself but for the owner.

在与公司进行任何交易或业务时，客户明确保证其系货物的所有者或经货物所有人授权的代理人，不仅有权代表自身也有权代表货物所有人接受本 STC。

4.2 Merchant will provide all shipment documentation and transportation, or any other documentation required for the particular Services, as established by the applicable laws and regulations in force in the relevant territories in which the Services are performed. Merchant further warrants that all such information completed by or on behalf of the Merchant is completed and accurate and that each Good in the shipment is properly described in the transport documents or in any other documents.

客户应当提供服务履行地区现行法律和法规规定的、特殊服务所需的所有装运文件或任何其他文件。客户进一步保证，由客户或客户代表人提供的所有此类信息均是准确、完整的，并且运输单据或其他文件中对装运的每件货物所作的描述都是正确的。

4.3 Merchant will provide accurate information concerning any Party, including any third Party, from whom Company is to pick up any shipment. In relation to such receiver or third Party, Merchant shall be responsible for any costs or losses incurred due to confiscation, refusal to accept, insolvency or refusal to pay.

客户应当提供任何相关方（包括第三方）的准确信息，以便公司从其处收取货物。对于该等收货人或

第三方，客户应对因没收、拒绝接受、破产或拒绝付款而产生的任何费用或损失负责。

4.4 Merchant warrants that it will comply fully with all commodity restrictions, security, information, customs, packaging and labelling requirements for each service, as established by the applicable laws and regulations in force in the relevant territories in which the Services are performed or to be performed.

客户保证将其完全遵守服务履行或即将履行地区现行法律和法规规定的、与各项服务有关的所有商品限制、安全、信息、海关、包装和标签要求。

4.5 Merchant warrants that it will comply fully with all customs, import, export and other laws and regulations applicable. Merchant will provide Company with accuracy customs commodity codes, full Good descriptions, values, origin of all Goods.

客户保证将其完全遵守海关、进口、出口和其他适用法律法规的规定。客户将向公司提供所有货物准确的海关商品代码、完整的货物描述、货物价值以及原产地。

4.6 Merchant shall indemnify and hold Company harmless in respect of Hazardous Materials not declared as such, improperly packaged, missing appropriate accompanying documentation, or mislabeled, or any that are transported under a service which does not permit this. This includes without limitation any penalties or charges or expense incurred or levied by the Company or its subcontractors.

如危险品未进行申报、包装不当、遗失相应附带文件、或贴错标签或其他任何不允许在此服务下运输的货物，客户应向公司进行赔偿并使其免受损害，该赔偿包括但不限于公司或其分包商产生或被征收的任何罚款或其他费用。

4.7 Merchant warrants that Company receives the Goods from Merchant when already stowed in or on a transport unit (in or on a container, trailer, tanker, or any other device specifically constructed for the carriage of Goods by land, sea or air) and that the transport unit is in good condition, and that the transport unit is suitable for the purpose of transportation of Goods loaded therein or thereon and all Goods have been properly and sufficiently prepared, packed and labelled and that the preparation and packing are appropriate for usual logistics operations or transactions as envisaged by these STC.

客户保证，公司从客户处收到货物时，货物已被装载在运输工具之内或之上（如装载在集装箱、拖车、油轮或任何其他专为陆路、海上或空中运输货物而建造的设备之内或之上），并且保证运输工具处于良好状态且装载设备和运输工具适于运输装载在其中或其上的货物。客户同时保证，所有货物已被妥善地准备、包装和贴标，并且货物的准备和包装适于本合同规定的通常的物流操作或交易。

4.7 Merchant warrants that the characteristics of the Goods, are in compliance with any statutory regulations or official or recognized standards and in such condition as not to cause damage or injury or the likelihood of damage or injury to the property of the Company or to any other Goods would or may cause pollution of the environment or harm to human health, whether by spreading of damp, infestation, leakage or the escape of fumes or substances or otherwise howsoever.

客户保证，货物的特性符合所有相关法律规定及官方或公认的标准。并且不会因潮气扩散、虫害、渗漏、烟雾或物质的泄漏或任何其他原因，而对公司的财产或任何其他货物造成损坏，亦不会对环境造成污染或对人类健康造成危害。

4.8 Merchant warrants that before presentation of the Goods for collection, the Merchant will inform the Company in writing of any special precautions necessitated by the nature, weight or condition of the Goods and of any statutory duties specific to the Goods with which the Company may need to comply.

客户保证，在交付货物之前，以书面形式通知物流服务供应商因货物性质、重量或状况所需对货物采取的特别措施，以及公司在为特殊货物提供服务时应履行的法定义务。

4.9 Should the Company in his capacity of charterer or shipper become liable in connection with carriage of Merchant's Goods by sea, to pay general average contribution to the ship-owner or the carrier or become exposed to claims from third Party for reasons stated above, the Merchant shall defend, indemnify and hold harmless the Company in respect of any claims of a general average nature, including any claims or demands for general average security which may be made on the Company, and the Merchant shall on demand from the Company provide such security as may be required by the Company.

如公司作为承租人或托运人因海上运输客户货物而须向船东或承运人承担支付共同海损分摊金额的责任，或由于上述原因而遭受第三方索赔的，客户应抗辩、补偿并使公司免受因共同海损索赔所遭受的一切损害，包括任何公司因此遭受的索赔或需要提供的共同海损担保，在此种情形下，客户应根据公司的要求提供该种担保。

4.10 If at any time the Company reasonably considers that the carriage of the Goods should not be undertaken or continued or only continued after effecting any necessary Incidental Matters or incurring additional expense or risk, the Company shall be entitled to:

如果本公司在任何时候合理地认为货物的运输不应进行或继续进行，或仅在产生任何必要的附带事项或产生额外费用或风险后继续运输，则本公司有权：

a) abandon the carriage of such cargo or to effect such additional incidental matters and incur such additional expense, as may be reasonably necessary in order to enable the carriage to be effected or further effected; and

放弃该等货物的运输，或进行该等额外附带事宜，并由此产生为使该等运输得以进行或进一步进行的合理额外开支；及

b) be reimbursed by the Merchant for the cost of all such additional Incidental Matters and all such additional expense incurred.

由客户偿付所有该等额外附带事项的费用和发生的其他所有该类额外费用。

4.11 Merchant shall indemnify and hold Company harmless for any expenses, costs, loss or damage arising out of its failure to comply with any applicable laws or regulations and for its breach of the warranties representations and obligations set out at this clause.

对于因未能遵守任何相关法律或法规以及违反本条款规定的保证陈述和义务而产生的任何费用、成本、损失或损害，客户应赔偿并使公司免受损害。

5. COMPANY'S RESPONSIBILITY/公司的责任

Company undertakes that it has, and shall maintain during the term of these STC, all authorities, registrations, and/or licenses necessary to perform the Services described hereunder and shall only engage carriers, and other subcontractors that have all authorities, registrations, licenses required by applicable laws to provide the transportation, consolidation, and related logistics services.

公司承诺，在 STC 条款的期限内，其拥有并应持续拥有履行 STC 中所述服务所需的所有权限、登记

注册和/或许可证，并只能雇佣根据相关法律要求拥有所有权限、登记注册、许可证的承运人和其他分包商来提供运输、拼装及相关的物流服务。

6. **LIABILITY/责任**

6.1. Company shall only be liable to Merchant in respect of the direct physical loss or damage to Goods. The Company shall not be liable for delays and for indirect or consequential loss or damage including but not limited to special damages, costs of procurement of substitute Goods or Services, loss of opportunity or future business, loss of profit, loss of income, loss of goodwill, loss of customers, loss of production, production line stoppage and even if the risk of such loss or damage was brought to the attention of the Company. Company shall have no liability for false or inaccurate indications, a lack of information or specific indications essential to the proper performance of the operation; inherent vice of the Goods; error, omission or fault of Merchant; Force Majeure event or any regulatory constraints, in particular linked to the nature of the Goods and any other cause or event which the Company is unable to avoid by exercise of due diligence.

公司仅就货物的直接有形灭失或损坏向客户承担责任。客户不对迟延、间接性或后果性灭失或损坏承担责任，包括但不限于特殊损害、购买替代货物或服务的费用、丧失未来商业机会、利润损失、收入损失、商誉损失、客户损失、产量损失、生产停工损失，即便已提醒公司注意上述损失或损害的风险。本公司对于客户虚假或错误的指示、客户未对正确履行合同提供至关重要的信息或特定的指示、货物的固有缺陷、客户的错误、遗漏或过失、不可抗力事件或任何监管限制，特别是与货物的性质相关的以及本公司通过尽职调查无法避免的任何其他原因或事件不承担责任。

6.2. Merchant acknowledges and agrees that the transit times stated in The Purchase Order, if any, do not constitute a time guarantee. Company will use it best commercial endeavors to enable that the Goods arrive within reasonable time.

客户承认并同意，采购订单中约定的运输时间（如有）不构成时间保证。公司将尽最大商业努力以使货物在合理时间内到达。

6.3. The Merchant acknowledges that inherent in the nature of storing, handling, and transporting Goods is the possibility of differences between the actual physical quantity of the Goods in Company's possession and the quantity recorded. Such loss could have occurred by undetected short supply, pick error, non-recorded minor damages and other causes. Any such difference can lead to the Merchant suffering loss or "value shrinkage". Merchant agrees to a 0.5% shrink allowance, based on the value of Goods stored for a period of one year for loss due to damage, mysterious disappearance or other inventory shrink. Value of Goods will equal manufactured cost, plus incoming freight charges and applicable taxes. Shrink allowance will be applied against the net results of the physical inventory and cycle count adjustments made during the one-year period.

客户知晓，由于仓储、操作、运输中产品的固有特性，可能存在公司实际所有的货物数量与记录的数量之间存在误差。该种损失可能是由于未发现供货短缺、分拣失误、未被记录的少量货损或其他原因导致。任何此类误差都可能导致商家遭受损失或“价值减缩”。对于因损坏、不明原因失踪或其他库存减少造成的灭失，根据一年内存储产品的价值，甲方同意 0.5% 的缩减额。货物价值等于制造成本，加上收取的运费和适用的税费的总和。缩减限额将应用于一年内实际库存和周期盘查调整的净值。

6.4. Company shall be responsible for any and all loss or damage to the Goods that occurs while the Goods are in the care, custody or control of Company or any subcontractor engaged by Company subject always to the liability limits herein provided.

对于货物在由公司或公司雇用的任何分包商照管、保管或控制期间发生的任何和所有货物损失或损坏，公司应始终在本协议规定的责任限额内承担责任。

6.5. **General/一般条款**

6.5.1 Where the Company acts as agent, the Company shall not be liable for the loss of the Merchant including loss caused by the acts or omission of third parties unless and except to the extent that the loss is caused by the negligence of the Company subject always to the benefits of the exceptions and liability limitations under these STC.

在公司作为代理人的情况下，公司对客户的损失不承担责任，包括由第三方的作为或不作为造成的损失，除非该损失是由公司的疏忽造成的，但始终应受到本 STC 项下的除外责任和责任的限制条款的约束。

6.5.2 Where the Company acts as Principal, subject always to the benefits of the exceptions and liability limitations under these STC, the liability of the Company for loss and damage to the Goods shall be determined as below:

当公司作为委托人的情况下，根据本 STC 规定的除外责任和责任限制条款的相关规定，公司对货物损失和损坏的责任应确定如下

a) For Goods transported by vessels that are arranged by Company, the liability of Company for loss or damage to Goods, and of any subcontractor engaged by Company to perform transportation by vessel, shall be determined by the Hague-Visby Rules, being the International Convention for the Unification of certain rules Relating to Bills of Lading signed at Brussels on 25th August 1924 as amended by the Visby Protocol of 23rd February 1968 and the SDR Protocol of 21st December 1979, or in accordance the bill of lading provisions. The liability of Company shall be limited to 666.67 Special Drawing Rights (SDR) per package or 2 SDR per kilogram, whichever is greater.

对于由公司安排的船舶运输的货物，公司以及受公司委托提供船舶运输服务的分包商对货物灭失或损坏的责任，应根据 1968 年 2 月 23 日、1979 年 12 月 21 日经维斯比议定书及特别提款权议定书分别修订的 1924 年 8 月 25 日在布鲁塞尔颁布的《统一提单若干法律规则的国际公约》（以下统称为“《海牙—维斯比规则》”）或根据提单条款确定。公司的责任限额为每件货物 666.67 个特别提款权（SDR）或每公斤 2 个特别提款权，两者中以较高者为准。

b) Transportation by Air: For shipments transported by air carriage that are handled and arranged by Company, the liability of Company for loss or damage to the Goods shall be determined by the Montreal Convention, being the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed in Montreal in 1999. Company's liability for loss or damage to Goods under the Montreal Convention shall be limited to 22 SDRs per kilogram or for countries for which the Montreal Convention is not applicable, the Warsaw Convention, being the Convention for the International Carriage by Air signed at Warsaw, Poland, on October 12, 1929, as amended and supplemented by applicable protocols and supplements (hereinafter collectively referred to as the "Warsaw Convention").

空中运输：对于由公司处理和安排的、通过航空运输的货物，公司对货物灭失或损坏的责任应根据 1999 年在蒙特利尔签署的《统一国际航空运输某些规则的公约》（以下统称为“《蒙特利尔公约》”）进行确定。根据《蒙特利尔公约》的规定，公司对货物灭失或损坏的责任应以每公斤 22 个特别提款权为限。对于《蒙特利尔公约》不适用的国家，公司的责任应根据经适用的议定书和补充协议修订的 1929 年 10 月 12 日在波兰华沙签署的《关于统一国际航空运输某些规则的公约》（以下统称为“《华沙公约》”）进行确定。

c) Inland Transportation by Road: Company is entitled to the protection of the exclusions and limitations of liability provided by the applicable international conventions (such as the Convention for the International Carriage of Goods by Road signed at Geneva, Switzerland, on May 19th, 1956 (hereinafter referred to as the "CMR"). Company is entitled to the protection of the exclusions and limitations of liability provided limits specified in national laws on road transportation shall apply to limit Company's liability for domestic transportation by road.

内陆公路运输：公司有权受到相关国际公约（例如 1956 年 5 月 19 日在瑞士日内瓦签署的《国际公路货物运输合同公约》（以下简称“CMR”））所规定的免责条款和责任限制的保护。公司有权受免责条款和责任限制的保护，但前提是，国内公路运输法律所规定的责任限制应适用于限制公司对国内公路运输的责任。

d) Transportation by Rail: Company's liability shall be limited by the mandatorily applicable international conventions (the Uniform Rules Concerning the Contract for International Carriage of Goods by Rail - CIM article 30 – 17 SDR per gross kilo of lost/ damaged Goods).

铁路运输：公司的责任应以强制适用的国际公约（国际铁路货物运输合同统一规则-CIM 第 30 条 - 17 SDR 每毛公斤损失/损坏货物）为限。

e) Multimodal transportation: For multi-modal transportation, Company's liability is limited by the applicable international conventions (such as Warsaw, CMR, CIM, Hague-Visby). Whether or not the place where the accident occurred or the port of loading, the port of discharge, the country of the Merchant and the Company is a party to the Convention, both parties agree that this clause has binding effects between the Merchant and the Company for any loss/damage to Merchant arising from or in connection with the services.

多式联运：对于多式联运，公司的赔偿责任应适用国际公约（如《华沙公约》、CMR、CIM、《海牙—维斯比规则》）的限制。无论事故发生地或装货港、卸货港、客户所在国家和公司是否为公约的缔约方，双方同意，本条款对客户和公司因服务引起或与服务有关的任何损失/损害具有约束力。

f) Absence of applicable law: In the absence of any applicable international transport conventions, limits specified in applicable national transportation laws shall govern Company's liability. Where such laws do not provide liability limits, Company's liability for loss or damage to the Goods (including during the warehousing services) shall always be governed by the terms of the China International Freight Forwarders Association Trading Conditions and the total liability of the Company for the loss or damage to the Goods under this STC shall not exceed **[1,000,000 RMB]** in yearly aggregate.

无适用法律：在没有任何适用的国际运输公约的情况下，公司的责任应由适用的国家运输法中规定的限额确定。如果此类法律未规定责任限额，公司对货物损失或损坏（包括仓储服务期间）的责任应始终受中国国际货运代理协会标准交易条件的管辖，公司对本 STC 项下提供的服务的总责任每年合计不得超过人民币 1,000,000 元

g) Company's liability for proven fault, if any, for any claim arising from customs broker services shall be limited to CNY 325.00 per entry or the amount of brokerage fees paid by Company on Merchant's behalf, whichever is less not to exceed 75,000 SDR in the annual aggregate.

公司对经过证实的、提供报关服务过程中存在的过错（如有）责任应限于每次报关人民币 325.00 元或公司代表客户支付的代理费，以较低者为准，每年合计不得超过 75,000 特别提款权。

6.6 Except in so far as otherwise provided by mandatory laws and regulations, notwithstanding any other provisions of the STC, the Company's liability for any other loss or damage other than to Goods whether arising from negligence, fault or other causes shall always be limited up to of **[100,000 RMB]** per occurrence and **[1,000,000 RMB]** in the yearly aggregate.

除非强制性法律和法规另有规定，无论 STC 是否有任何其他相反的规定，公司的责任，无论是由疏忽、过失或其他原因引起的，每次事故不得超过人民币**[100,000]**元，每年累计不得超过人民币**[1,000,000]**元。

6.7 Any loss or damage that occurs during the provision of the ancillary services to transport (including but not limited to transit, consolidation, cross docking) but not during transportation shall be deemed to have occurred during the transportation portion of the services and therefore be subject to the liability limits of the relevant transportation service.

在提供运输的辅助性服务（包括但不限于运输、拼箱、越库配送）期间而非运输期间发生的任何灭失或损坏，应视为是在运输服务的期间发生，因此责任应以相关运输服务的责任限额为限。

6.8 In light of the limitations of liability applied by Company, Company recommends that the Merchant arranges cargo insurance to protect its own and other's interests. Company can arrange cargo insurance, after written agreement.

考虑到公司所适用的责任限制条款，公司建议客户购买货物保险以保护其自身和相关利益方的利益。在经客户书面同意后，公司可以代为安排购买货物保险。

7. **CONTAINERS/集装箱**

7.1 If a Container has not been packed or stuffed by the Company, the Company shall not be liable for loss of or damage to the contents if caused by:

- a) the manner in which the Container has been packed or stuffed, 装载、包装集装箱的方式，
- b) the unsuitability of the contents for carriage in Containers, unless the Company has approved the suitability, 货物不适合用集装箱运输，除非公司已批准其适用性
- c) the unsuitability or defective condition of the Container 集装箱不适配或有缺陷
- d) the fact that the Container is not sealed at the commencement of the Carriage, except where the Company has agreed to seal the Container. 集装箱在初始运输时未密封，但公司已同意代为密封集装箱的情况除外。

7.2 Where the Company is instructed to provide a Container, in the absence of a written request to the contrary, the Company is not under an obligation to provide a Container of any particular type or quality. The Merchant

warrants that it will return the empty Container in a clean and cargo worthy condition to the nominated delivery address within the time specified by the owner of the Container, which is usually, but not always, 7 days for general containers and 5 days for other containers. The Merchant agrees and acknowledges that the Merchant will pay any Container detention charges to the Company as agent for the owner. Detention charges will commence the day after the Container is due to be returned to the owner of the Container at the nominated delivery address. Copies of the relevant provisions of the applicable Container owner's tariff can be obtained from the Carrier or its agents upon request.

在公司被指示提供集装箱，且没有相反的书面的要求的情况下，公司没有义务提供任何特定类型或质量的集装箱。客户保证，其将在集装箱所有人指定的时间内将干净且适货的空箱返回到指定的交货地址，普通（但并不非总是如此）集装箱通常为 7 天，对于其他集装箱通常为 5 天。客户同意并承认，客户将向作为集装箱所有人代理的公司支付任何滞箱费。滞箱费将在集装箱按指定交货地址归还给集装箱所有人的期限届满后的第二天开始计算。如有需要，可向承运人或其代理人索要适用的集装箱所有人运价规定的副本。

7.3 The Merchant shall defend, indemnify and hold harmless the Company against all liability, loss, damage, costs and expenses arising from one or more of the matters referred to in Article 7 including but not limited to all charges and liabilities arising in connection with the use of any Container or Containers including repair costs, cleaning costs and/or detention charges. The Merchant's indemnity will include any reasonable costs, either administrative or legal fees, incurred in recovering from the Merchant any amounts owing, pursuant to this indemnity.

客户应保护、赔偿公司并使公司免受因第 7 条所述的一个或多个事项而产生的所有责任、损失、损害、成本和费用，包括但不限于与使用任何一个或多个集装箱有关的所有费用和责任，包括修理费、清洁费和/或滞箱费。客户的赔偿范围将包括根据前述索赔而由公司向客户追偿欠款所产生的任何合理费用，包括行政或法律费用。

8. FORCE MAJEURE/不可抗力

8.1 Neither Party shall be liable for damage to Goods or delays and/or defaults due to causes beyond its control and without its fault or negligence, including, but without limiting: acts of God, or of the public enemy; fire or explosion; flood; actions of the elements; war; total or partial failure of transportation, delivery facilities, or supplies; acts or requests of any governmental authority; public health emergency of international concern, such as contagion, pandemic and epidemic; or any cause beyond its control, including without limitations the acts or omissions of any Parties other than Company or Merchant, whether or not similar to the foregoing provided that the Party whose performance is affected gives written notice of the force majeure to the other Party within ten (10) days of its first occurrence (any such event, a “Force Majeure Event”). In the event of a Force Majeure Event, the Merchant shall compensate Company for all Services provided during the period of the Force Majeure Event. If the Force Majeure Event exceed a thirty (30) days period, either Party shall have the right to terminate the STC by giving the other Party at fifteen (15) days written notice of its intent to terminate the STC.

任何一方均不对其无法控制且非其过错或疏忽的原因造成的货物损坏或延误和/或违约承担责任，包括但不限于：天灾或公敌的行为；火灾或爆炸；洪水；行为要素；战争；运输、配送设施或供料的部分或者全部的故障；任何政府当局的行为或要求；国际关注的公共卫生紧急情况，如传染病、流行病和瘟疫；或任何无法控制的任何因素，包括但不限于公司或客户以外的其他方的作为或不作为，无论是否与上述情况类似，但受到影响的一方应在首次发生此类事件（“不可抗力”）后十（10）天内向另一方发出书面通知。发生不可抗力事件时，客户应赔偿公司在不可抗力事件期间提供的所有服务。如果不可抗力事件发生超过三十（30）天，任何一方均有权提前十五（15）天，通过向另一方发出书面通知的方式终止本 STC。

9. LIEN/留置

9.1 In addition to all other remedies Company shall have the right to impose retention or lien, or other right to encumber, retain, sell, or otherwise dispose of Merchants' Goods, documentation or property in transit, stored or otherwise within the possession or control of Company for satisfaction of any amounts owned by Merchant.

除了所有其他补救措施外，公司有权保留、留置或有权对其设立权利负担、保留、出售或以其他方式处理运输中、存储中或以其他方式被公司占有或控制的客户的货物、文件或财产，以偿付客户应付的款项。

9.2 For the purposes of these STC, the Company shall be deemed to have custody and possession of the Goods whether the Goods are in the actual physical custody and possession of the Company or of any subcontractors, servants or agents, and whether or not the Company is in possession of any documents of title relating to the Goods. The Merchant and the Company agree that the Company has possession of the Goods even if the Goods are in the possession of the Company's subcontractors, servants or agents.

就本 STC 而言，公司应被视为已保管和占有货物，而不论货物是否由公司或任何分包商、雇员或代理人实际保管和占有，也不论公司是否拥有与货物有关的任何所有权文件。客户和公司同意，即使货物由公司的分包商、雇员或代理人占有，公司也对货物享有权利。

10. SUBCONTRACTORS/分包

10.1 Merchant acknowledges that the Services rendered will be part of a global network of the Company including its subcontracted carrier, subcontractor or agents and Company perform the Services in cooperation and collaboration with such other duly appointed subcontractor..

客户确认，公司所提供的服务将为公司（包括其分包商的承运人、分包商或代理人）全球服务网的一部分，且公司将与其他业经授权的分包商合作和协作提供服务。

10.2 The Company has complete freedom to decide upon the means and procedure to be followed in the handling and storage of Goods and is entitled and authorized to engage subcontractors to perform all or any of the functions required of the Company upon such terms and conditions as the Company in its absolute discretion may deem appropriate. The Merchant undertakes that no claim will be made against any servant, sub-contractor or agent of the Company which imposes or attempts to impose upon any of them any liability whatsoever in connection with the Goods. If any such claim should nevertheless be made, the Merchant undertakes to indemnify the Company against all consequences thereof.

公司完全有权决定货物搬运和仓储过程中应遵循的方法和程序，并有权聘用分包商按照公司认为适当的条款和条件履行公司要求的所有或任何职能。客户承诺，其不会以使公司的任何雇员、分包商或代理人承担或意图使其承担与货物有关的任何责任为目的，向他们提出任何索赔，如果提出任何此类索赔，客户承诺将赔偿公司由此产生的一切后果。

11. COMPLIANCE WITH LAWS/合规

11.1 Either Party agrees to comply with the applicable provisions of any country, federal, provincial, state and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder and any provisions, representations or agreements, or contractual clauses required thereby to be included or incorporated by

reference or by operation of law in this STC, including but not limited to anti-money laundering, anti-corruption, anti-bribery Laws and export control laws and regulations in each country and region of operation.

任何一方同意遵守任何国家、联邦、省、州和/或地方法律或法令的相关规定，以及根据该法律或法令发布的所有合法命令、规则和法规，以及由此要求通过引用或通过法律实施纳入或加入本 STC 的任何规定、陈述或协议或合同条款，包括但不限于各个国家和地区的反洗钱、反腐败、反贿赂法和出口管制法律和法规。

11.2 The Merchant represents and warrants, that he will solely bear the damages/risks resulting from any breach of duties under this Clause and this STC and agrees to indemnify Company (or any of Company's sub-contractors) against any and all damages and risks resulting from any breach, including (but not limited to) fines, damages etc. resulting from the Merchant's non-compliance therewith, whether this was intentional or the result of negligence, or resulting from the Merchant's failure to provide all information requested or needed by Company in order to comply with above laws and regulations.

客户声明并保证，其将独自承担因违反本条款和本 STC 项下的任何义务而导致的损害/风险，并同意赔偿公司（或公司的任何分包商）因任何违约而导致的任何和所有损害和风险，包括（但不限于）因客户不遵守本条款而导致的罚款、损害等，无论其为故意或疏忽而导致，或因客户未能提供公司要求或需要的所有信息以遵守上述法律和法规而导致的罚款、损害等。

12. EXPORT CONTROL/出口管制

12.1 Merchant (together with its affiliates) shall comply with all applicable export control laws and regulations in each country and region of operation. Merchant shall inform Company (or any of its affiliates) of any listing of its Goods or components under any applicable national export control regulations, including in any case UN, EU and US export laws. In case its Goods contain components originating in the US, Merchant shall inform Company about the percentage of US material of the total value of the Goods (for this calculation, the sales prices of both the components and the final Goods shall be used) and whether these US components are listed and on which list position of the BIS Commerce Control List or of the US Munitions List. In addition, Merchant shall inform Company about the end-use of the Goods.

客户（及其关联公司）应遵守所有相关国家及地区适用的出口管制的法律及规章。客户应根据任何适用的国家出口管制法规（包括联合国、欧盟及美国的出口法律）向公司（及任何其关联公司）通报其货物或零件是否被列入管制清单。如其货物包含源自美国的零件，客户应告知公司该货物中所包含的美国材料在货物总价值中所占的百分比（根据零件和最终货物的销售价格来进行计算），以及这些美国的零件是否已列入管制清单及其在美国商务部商业管制清单或美国军需品清单的具体位置。另外，客户应告知公司货物的最终用途。

12.2 In case that for any of the above-mentioned reasons an export license or permit is required, it is Merchant's responsibility to obtain it and provide a copy to Company.

如因上述原因须提供出口许可证或执照的，由客户负责获取许可或执照并将副本提供给公司。

12.3 Merchant shall screen consignees/end users prior to any shipment to avoid any shipments to denied Parties (persons or legal entities).

客户应在装运前审查收货人/最终用户，避免将货物运送至出口管制黑名单上的实体（自然人或法人）。

12.4 Merchant represent and warrants, that he will solely bear the damages/risks resulting from any breach of duties under these STC and/or applicable export control laws and regulations and agrees to indemnify Company (or any of Company's sub-contractors) against any and all damages and risks resulting from any such breach, including (but not limited to) fines, damages etc. resulting from Merchant's non-compliance therewith, whether this was intentional or the result of negligence, or resulting from Merchant's failure to provide all information requested or needed by Company in order to comply with such laws and regulations.

客户陈述并保证，其独自承担因违反本合同和/或相关出口管控法律及规章制度项下义务而导致的损害/风险，并同意赔偿公司（或其分包商）因上述违约造成的所有损害及风险，包括（但不限于）因客户故意或疏忽未遵守本合同及相关法律法规而产生的罚款、损害赔偿等，或因客户未能提供公司为遵守上述法律法规规定所要求或需要的所有信息而造成的所有损害及风险。

13. COVID-19 RELATED EVENTS/新冠肺炎相关条款

13.1 Notwithstanding anything herein contained in this STC, if at any time the performance of the Service is or is likely to be affected by a Risk Area, Company may at its sole discretion choose to refuse, suspend, amend, cancel and/or terminate the Service whether or not the Service has commenced. Under the above circumstance, (i) at any time before the commencement of the Services, Company may give notice to Merchant proposing to amend the part or all of the Services subject to agreement of the Parties; (ii) or cancelling the offer, and/or this STC; (iii) or cancelling such part of the Services likely to be affected by the Risk Area with no liability whatsoever relating to non-performance of the Services, the cancellation and/or termination of the offer or STC or otherwise being legally responsible for any loss, damage and/or delay arising therefrom.

无论本协议作何规定，只要在任何时候服务的履行受到或可能受到某一风险地区的影响，无论服务是否已开始，乙方可自行决定拒绝、中止、变更、取消和（或）终止该服务。在前述情况下，（i）在服务开始前的任何时间，公司可在合理可能的情况下向客户发出通知，提议在合同双方同意的前提下变更可能受风险区域影响的部分或全部服务；（ii）或取消其报价和/或本 STC；（iii）或取消可能受风险区域影响的部分此类服务，且不承担因不履行上述服务，取消和（或）终止报价或本 STC 等而产生的任何损失、损害和（或）延误的法律责任。

13.2 If Services have commenced, either Party will notify the other Party of the performance of the Service being or likely to be affected by the Risk Area and Company will propose an alternative solution. If within 30 days Parties can agree on a mutually acceptable alternative solution and on costs associated to such solution, in writing, Company will implement such alternative solution. If no alternative solution can be found, or if the Parties cannot agree on the alternative solution and/or its associated costs, either Party may terminate whole or the part of the affected Services or this STC without otherwise being legally responsible for any loss, damage and/or delay arising therefrom.

如果服务已经开始，任何一方将通知另一方服务的履行正在或可能受到风险地区的影响，且公司应当提出替代解决方案。合同双方将就公司提出的替代解决方案以及与该替代解决方案相关的费用进行友好协商。如果在 30 天内，合同双方可以书面形式就双方可接受的替代解决方案和与该解决方案相关的费用达成一致，则公司将实施该替代解决方案。如果无法找到替代解决方案，或合同双方无法就替代解决方案和（或）其相关费用达成一致，合同任何一方均可终止全部或部分受影响的服务、本 STC，且无需对由此产生的任何损失、损害和/或延误承担法律责任。

13.3 In any event, Company shall be entitled to full compensation on the Services or part of the Services performed for the Merchant and unless otherwise agreed by the Parties, Merchant shall pay any additional cost resulting from the above mentioned circumstances.

在任何情况下，乙方有权全额收取为甲方提供的全部服务或部分服务的费用，且除非双方另有约定，

甲方还应支付因上述服务而产生的任何额外费用。

**14. RIGHT TO UNILATERALY AMEND AND SUSPEND THE STANDARD TERMS AND CONDITIONS AND SERVICES/单方修改和暂停标准条款条件及服务**

14.1 Merchant acknowledges and agrees that Company may amend this STC from time to time without necessarily notifying Merchant.

客户承认并同意公司有权在不通知客户的前提下，随时修改本 STC。

14.1 Company may at its sole discretion choose to refuse, suspend, amend, cancel and/or terminate the Services whether or not the Service has been commenced.

无论服务是否已开始，公司可自行决定拒绝、暂停、修改、取消和/或终止服务。

**15. PERSONAL DATA PROTECTION AND IT SECURITY/个人数据保护和信息安全**

15.1 The Merchant undertakes to comply with regulations pertaining to the protection of personal information and hereby expressly agree to comply with the GEODIS Data Protection Agreement, conditions that can be consulted on <https://geodis.com/privacy> The Merchant will be able to exercise all of its rights and obligations regarding the personal data protection in accordance with those conditions.

客户承诺遵守相关保护个人信息的法规，并在此明确同意遵守 GEODIS 数据保护协议，协议条款参见 <https://geodis.com/privacy>。客户可以根据列明的条款行使其关于个人数据保护的所有权利和义务。

15.2 In the event of a cyber-attack or other form of illegal breach of the information systems of the Company or any of its subcontractors (an "Illegal Data Breach") that results in any confidential information, trade secrets or information protected by the law of the other party being accessed or released, notwithstanding any other provision of this STC, neither the Company or its subcontractors will be liable to the Merchant for the use or disclosure of any such information in connection with such Illegal Data Breach, provided that the Merchant or its subcontractors, as the case may be, had commercially reasonable security measures in place to protect its information systems at the time of the Illegal Data Breach.

如果公司或其任何分包商的信息系统受到网络攻击或其他形式的非法破坏（“非法数据破坏”），导致任何机密信息、商业秘密或受另一方法律保护的信息被访问或发布，则不论本 STC 是否有任何其他规定，公司或其分包商不对使用或披露与非法数据泄露有关的任何此类信息承担任何责任，前提是客户或其分包商（视情况而定）在非法数据破坏时采取了商业上合理的安全措施来保护其信息系统。

**16. ASSIGNMENT/转包**

Neither Party shall assign any of the Purchase Order governed by these STC without the express written consent of the other Party provided that nothing will prevent Company from assigning or subcontracting any part of the Services to any affiliates, subsidiaries, third Party duly appointed by Company. The rights and liabilities set forth in these STC will be binding on Company and Merchant and their respective successors and approved assignees.

任何一方均不得在未经另一方明确书面同意的情况下转让本 STC 项下的采购订单，但是不能阻止本公司将服务的任何部分适当地转让或分包给任何关联公司，子公司，由公司适当任命的第三方。本 STC 中规定的权利和义务将对公司和客户及其各自的继承人和批准的受让人具有约束力。

**17. INDEPENDANCE OF THE PARTIES/订约方的独立性**

The Company is an independent contractor and Merchant shall not in any manner supervise, direct or control Company's performance under these STC. Company shall not in any manner supervise, direct or control Merchant's employees. No person employed by either Party to these STC shall be held or construed to be an employee of the other Party for any purpose. Nothing in these STC shall be construed as giving either Party control over the managerial practices, financial administration or personnel practices, policies or procedures of the other Party.

公司是独立合同方，客户不得以任何方式监督、指导或控制公司在本 STC 下的履行情况。公司亦不得以任何方式监督、指导或控制客户的员工。本合同中任何一方雇用的任何人不得因任何目的而被视为或被解释为另一方的员工。本 STC 中任何条款均不得解释为允许任何一方控制另一方的管理方式、财务管理或人员、方针或流程。

**18. TERMINATION AND SURVIVAL/终止与保留**

18.1 Either Party may immediately terminate the whole or any part of the Purchase Order, without liability to the other Party, in any of the following events: (a) filing of a voluntary petition in bankruptcy or business reorganization; (b) filing of an involuntary petition in bankruptcy or business reorganization; (c) appointment of a receiver or trustee; or (d) execution of an assignment for the benefit of creditors, provided that such petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such event or (e) failure to pay non disputed invoices, (f) change of control of the other Party (g) material breach on the part of the other Party that has not been remedied within the written notice period when such breach could have been cured. For the purpose of this clause, "control" means the ability to direct the business affairs whether by virtue of contract, ownership of shares or otherwise howsoever

出现下列情形或其他类似情形之一的，任何一方可立即终止本合同，无须向另一方承担任何责任：（a）自愿申请破产或企业重组；（b）强制申请破产或企业重组；（c）指定管理人或托管人；或（d）为了债权人利益进行转让，只要该申请、管理人或托管人的指定或转让未在该类情形发生后十五（15）日内作废或失效；或（e）未能支付无争议账单的费用。（f）另一方的控制权发生变化，（g）另一方的重大违约行为未在发出的书面通知期限届满前得到纠正。在本条款中，“控制”是指通过合同、股份所有权或其他方式指导商业事务的能力。

18.2 Upon termination of the Purchase Order, the Company shall notify Merchant of all outstanding invoices and the Merchant agrees to immediately pay those invoices in full without deduction. Expiry, termination or cancellation of the Services under any Purchase Order shall not affect any right and/or obligation, which expressly or by its nature survives such expiry, termination or cancellation, including but not limited to representations, warranties, confidentiality obligations, intellectual property rights and accrued rights.

终止本采购订单时，公司应告知客户所有未结算的账单，客户同意立即支付该等账单全部费用而不进行任何扣减。任何采购订单项下服务的到期、终止或取消均不得影响任何权利和/或义务，该等权利和/或义务在服务到期、终止或取消后仍可通过明示或按其性质存续，包括但不限于陈述、保证、保密义务、知识产权和既有权利。

**19. INSURANCE/保险**

Merchant, at its cost and expense, shall provide and keep in effect during the provision by Company of the Services, an all Risks Property insurance (or equivalent coverage) covering the full replacement cost of all

Goods placed in the Warehouse with a waiver of recourse of the Merchant and its insurer against Company and its insurer for the risk of fire, water damage, flood, explosion, storm, earthquake, theft by breaking or similar risks arising to the Goods in the Warehouse.

客户应自担费用在服务有效期内投保货物一切险（或同等保险），该保险承保在仓库中的所有货物的全部重置成本，并放弃客户及其保险公司对公司及其保险公司在履行服务期间产生的火灾、水损、洪水、爆炸、风暴、地震、盗窃等风险的追索权。

Subject to Merchant's prior request and in respect with local or international rules governing the insurance services, Company will take out on behalf of Merchant a cargo insurance covering the damages occurring during the Services.

在客户事先提出要求的情况下，公司将根据当地或国际保险服务的规则代表客户购买货物保险以承保服务期间所发生的损害。

The purchase of such insurance is subject to 1) provision by Merchant of any proof of the value of the shipment to the Company no later than 5 (five) working days before the Goods are handed over to Company; 2) to the confirmation by Company of the request with the payment of any eventual supplemental sum if the case so requires 3) the declaration by the Merchant that it does not already have a cargo insurance for the concerned Goods, and 4) in the event of loss of, or damage to such shipment during domestic or international transport services by road, Company will pay a sum not exceeding the declared sum, unless it proves that the sum is greater than Merchant's actual interest in delivery at destination.

公司代为购买该等保险的前提是：1）客户在货物交付至公司前 5（五）个工作日内向公司提供货物的任何价值证明；2）公司确认客户的该等请求，并在需要时支付任何最终的补充款项；3）客户提供关于尚未为相关货物投保的声明，以及 4）如果在国内或国际公路运输服务中该货物发生灭失或损坏，公司将支付的金额不超过申报金额，除非证明该金额大于客户在目的地交货时的实际利益。

This insurance will apply as a full risks insurance. It comes into effect as the Goods are taken in charge by Company or its Subcontractor and takes end when they are put at the disposal of the Merchant at the delivery place. Company has the right to refuse such additional coverage if the Merchant already has a cargo insurance.

该等保险将作为一份全面风险保险投保。该保险于货物由公司或其分包商接管时生效，于货物在交货地交付客户时终止。如果客户已投保货物保险，公司有权拒绝投保此类额外保险。

Damages occurring during loading and unloading operation are also covered when they are performed by Company and/or its subcontractor.

公司和/或其分包商在装卸作业过程中发生的损坏也在承保范围之内。

**20. RENOUNCEMENT/弃权**

Should of the Goods fail to be delivered to the Merchant, for whatever reason, or have been compensated for by the Company, or have been recovered while it was deemed to be lost, the Company shall seek instructions from the Merchant on the concerned Goods by any means. Without any response from the Merchant within 15 days, the Goods shall be considered as abandoned by the Merchant to the Company, without any notice being required, which entitles the latter to freely dispose of it, in accordance with the applicable laws on disposal of abandoned property in China.

如果货物因任何原因未能交付给客户，或已由公司赔偿，或在被视为丢失时已被追回，公司应以任何方式寻求客户对相关货物的指示。如果客户未在 15 天内发出指示，则在无需任何通知的情况下，应视为客户放弃该货物。公司有权根据中国关于弃置财产的相关法律自由处置该货物。

**21. TIME BAR/诉讼时效**

Either party shall comply with time bar of relevant Chinese laws and regulations when one party seek recovery from the other party.

任何一方向另一方追偿时，应遵守中国法律法规有关时效的限制。

**21. GOVERNING LAW AND JURISIDICTIONS/管辖权和适用法律**

These STC will be governed by and interpreted according to the laws of China. Any dispute arising from or in connection with this Contract shall be submitted to the exclusive jurisdiction of the competent court of Shanghai.

本 STC 将受中国法律管辖并根据中国法律进行解释。由本合同引起的或与本合同有关的任何争议应提交上海有管辖权的法院管辖。