3.2. scope of service (i) any increase in duties, taxes, levies, delinquencies whatsoever levied by any governmentality (ii) any increases in the rates of exchange in respect of payments due to, or by Company arising from or in connection with changes in situations beyond the Company’s control (iv) changes in Law or regulation (v) and any other costs outside the control of the Company. The foregoing provisions shall apply 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.

3.2 Fuel surcharges. To the maximum extent provided by the applicable laws, the Parties agree that the Rates and Charges are subject to prevailing fuel surcharges.

Company shall pass on to the Parties in the event of a fuel surcharge event (100% of any fuel surcharge, including but not limited to the Bunker Adjustment Factor (BAF) and/or Fuel Rate Adjustment imposed by its transportation carrier (shipping carrier, air carrier, motor carrier, broker, or freightforwarder) when such surcharge is imposed by any law or pursuant to any agreement between Company and its transportation carrier. With respect to the fuel surcharge applied by the air carrier or road carrier without the relevant calculation schedule and agreement, the Company will apply the applicable Goods Fuel Surcharge available upon request. With respect to the fuel surcharge applied by the shipping carriers without the relevant calculation schedule, Company will apply the applicable Goods BAF adjusted quarterly and available upon request.

3.3 Unless otherwise expressly agreed, the Rates and Charges are valid for Services during the hours of standard operation designated by where Company the Services are provided and shall exclude public holidays and/or Special Trade Days. Any charges listed in the “Terms and Conditions” 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.

3.4 The Merchant shall pay to Company all sums immediately when due and unless otherwise agreed by the parties in written notice no later than 30 days from the date of issuance of the invoice without any deduction, whatsoever, counterclaim or set-off. 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 performance of the same. On all amounts overdue to Company, Company shall be entitled to interest calculated at 1% per day.

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

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 also for the owner.

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 complete and accurate and that each Good in the shipment is properly described in the transport documents or in any other documents.

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 confession, refusal to accept, insolvency or refusal to pay.

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.

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.

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 or Company or its subcontractors.

4.7 Merchant warrants that Company receives the Goods from Merchant when already stored in or on a transport unit (or in a container, trailer, tank, 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 the carriage, and if there is any risk of damage to the Goods, the transport unit is 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.

4.8 Merchant warrants that the characteristics of the Goods are, in compliance with any statutory regulations or other documented standards to which the Goods are submitted, and that the Goods shall not cause any risk 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 damps, infestation, leakage or the escape of fumes or substances or otherwise howsoever.

4.9 Merchant warrants that before presentation of the Goods for collection, the Merchant will inform the Company of the presentation of any Goods in the event of receipt of invoices associated with temporary importation of the Goods and of any statutory duties specific to the Goods with which the Company may need to comply.

4.10 Should the Company in its 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 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 demand from the third Party or its subrogation the whole or part of the sum required to meet the said claim or demands or otherwise.
4.10 If at any time the Company reasonably considers that the carriage of the Goods should not be undertaken or continued, it may, after giving Notice in the manner and time as may be hereinafter determined, and without incurring additional expense or risk, the Company shall be entitled to:

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

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

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

5. COMPANY’S RESPONSIBILITY

Company undertakes that it has, and shall maintain during the term of these STC, all necessary authorizations, registrations, licenses and other similar documents to perform the Service, and that it and its servants, agents and hireld and shall only engage carriers, and other subcarriers that have all authorities, registrations, licenses required by applicable laws to provide the transportation, consolidation, and related logistics services.

6. LIABILITY

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 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.

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

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, normal wear and tear, and losses. 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 from the time it is delivered; the value of each Goods will equal manufactured cost price, 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.

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.

6.5 General

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 omissions 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.

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:

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 governed by the Hague-Visby Rules, being the International Convention for the Unification of Certain Rules Relating to International Carriage by Air, as 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 to 835,000 Special Drawing Rights (SDR) per package or 2 SDRs per kilogram, whichever is greater.

b) By 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, as 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 to 835,000 Special Drawing Rights (SDR) per package or 2 SDRs per kilogram, whichever is greater.

6.6.1 Except in so far as otherwise provided by mandatory laws and regulations, notwithstanding any other provision of this STC, the liability of Company, its servants, agents, and subcontractors for any liability, loss or damage caused or suffered shall be limited to an amount not to exceed $100,000 per occurrence and $1,000,000 in the aggregate.

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.

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.

7. CONTAINERS

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,

b) the unsuitability of the contents for carriage in Containers, unless the Company has approved the suitability,

c) the unsuitability or defective condition of the Container.

7.2 For the purpose of these STC, the container shall be understood to mean the “Merchant’s Container” which is the container in which Goods are delivered to Company's premises, the container in which the Goods are loaded or the container appearing on the air waybill that is applied to the Goods and that is deemed to contain all Goods being delivered to Company. The container shall be understood to mean the container in which Goods are shipped, transported, and/or stored or otherwise within the possession or control of Company for satisfaction of any amounts owned by Merchant.

8. FORCE MAJEURE

8.1 Neither Party shall be liable for damage to Goods or delays and/or defaults due to causes beyond its control and without fault or negligence, including, but without limiting: acts of God, or of the public enemy; fire or explosion; floods; actions of the elements; war, total or partial failure of transportation, delivery, storage or supply of any kind or any other cause or event regardless of negligence, default or failure to perform on the part of the Party and/or its subcontractors or agents, or any other cause or event, taking into account the force majeure event, or any factor beyond the control of the Party arising from either or both Parties.

8.2 For the purposes of these STC, the Party shall be deemed to have custody and possession of the Goods while the Goods are in the actual physical custody and possession of the Company or any of the following representatives: its servants, agents, and subcontractors, or any other party to which the Company transfers possession of the Goods.

9. LIENS

9.1 In addition to all other remedies Company shall have the right to impose retention or lien, or other right to encumber on: goods sold, or otherwise disposed of by Merchant; Goods, documentation or property transported, stored or otherwise within the possession or control of Company for satisfaction of any amounts owed by Merchant.

9.2 For the purposes of these STC, the Company shall be deemed to have custody and possession of the Goods while the Goods are in the actual physical custody and possession of the Company or any of the following representatives: its servants, agents, or any other party to which the Company transfers possession of the Goods.

10. SUBCONTRACTORS

10.1 Company shall inform (and/or 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 the case it contains Goods components originating in the United States, the Company warrants that it has obtained all necessary export authorizations and has performed all necessary actions required to comply with all United States export laws and regulations.

12. EXPORT CONTROL

12.1 Export controls (whether imposed on the Company (whether alone or with its affiliates) or on any of its subsidiaries) shall not apply to any country which is not on any list of countries on which export licenses are required, or to any country which is on any list of countries that imposes, or otherwise imposes, sanctions against the Company (or any of its affiliates) or any of its subsidiaries. The Company has the right to redirect any shipment to any country or to any country and to replace any country that is on any list of countries that imposes, or otherwise imposes, sanctions against the Company (or any of its affiliates) or any of its subsidiaries. The Company has the right to redirect any shipment to any country or to any country and to replace any country that is on any list of countries that imposes, or otherwise imposes, sanctions against the Company (or any of its affiliates) or any of its subsidiaries.
19. Termination. The receiver of the Bankruptcy could appoint STC to become the Assignor of one or more Subcontractors against any and all damages and risks resulting from any such breach, including (but not limited to) fines, damages etc arising 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 required or needed by Company in order to comply with such laws and regulations.

13. COVID-19 RELATED EVENTS

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) in 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 of 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.

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.

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.

14. RIGHT TO UNILATERALLY AMEND AND SUSPEND THE STANDARD TERMS AND CONDITIONS AND SERVICES

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

14.2. 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.

15. PERSONAL DATA PROTECTION AND IT SECURITY

15.1. The Merchant undertakes to comply with regulations pertaining to the protection of personal information and hereby expressly agree to comply with the GDPR (General Data Protection Regulation, conditions that can be consulted on https://gdpr.comprivacy). The Merchant is able to exercise all of its rights and obligations regarding the personal data protection in accordance with those conditions.

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.

16. ASSIGNMENT

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.

17. INDEPENDENCE OF THE PARTIES

The Company is an independent contractor and Merchant shall not in any manner supervise, direct or control the 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 to 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 other's management practices, financial administration or personnel practices, policies or procedures of the other Party.

18. TERMINATION AND SURVIVAL

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 assignments of the benefit of creditors, provided that such petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such event. In the event of any non-disputed invoices, (f) change of control of the other Party (g) no payment of 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, confidential obligations, intellectual property rights and accrued rights.

19. INSURANCE

Merchant, at its cost and expense, shall provide and keep in effect during the provision by Company of the Services, an All Risk 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, water damage, flood, explosion, storm, earthquake, theft by breaking or similar risks arising to the Goods in the Warehouse.

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.

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.

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.

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

20. RENONCMENT

Should the Goods be failed 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.

21. TIME BAR

Unless otherwise agreed differently by the Company in writing or in the applicable Bill of Lading, all the Company’s liabilities shall be relieved within 9 months from the date the Goods were delivered or should have been delivered by the Company or from the date the consignee was entitled to deem the Goods to have been lost due to the failure of the delivery.

22. MISCELLANEOUS

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

No omission or delay on the part of Company in exercising any of its Rights and Defences shall operate as a waiver thereof, nor shall any single or partial exercise of Company any of 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.

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

23. ELECTRONIC SIGNATURES

Each Party hereto is entitled to rely upon and accept as an original, this Agreement, any document or communication delivered by facsimile, pdf, email or other electronic transmission (each, a “Communication”) which it in good faith believes has been signed via original or electronic signature by the other Party and such Communication shall have the same force and effect as an original signature. Electronic signature shall include versions or an original signature on a document electronically signed transmitted versions (e.g., via pdf) of an original signature and electronic signatures included on documents accessed from electronic and/or mobile devices via electronic signatures Services such as DocuSign and AdobeSign. Notwithstanding the foregoing, either Party may at any time require that an original document to be submitted to that Party in lieu of, or in addition to, any such Communication.

24. GOVERNING LAW AND JURISDICTIONS

These STC will be governed by and interpreted according to the laws of the People's Republic of Korea. Any dispute arising from or in connection with this Contract shall be submitted to the exclusive jurisdiction of the competent court of Seoul.