GEODIS Taiwan Ltd. Standard Trading Conditions

PRELIMINARY ARTICLE: PURPOSE AND SCOPE OF APPLICATION

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, warehouse manager, forwarding agent, custom broker, handling operator, representative) shall perform activities or services connected to the physical movement of the Goods from any origin to all destinations within the territory and/or international. 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 all 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 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;
3. the terms of the Taiwan Freight Forwarder Association Trading Conditions.

1. DEFINITIONS

“Company” means GEODIS Taiwan Ltd., including its subsidiaries or branch offices as the case may be.

“Disease” means a highly infectious or contagious disease that is seriously harmful to humans (for example 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 subject of the Services or in respect of which the Company provides a Service.

“Hazardous Material” 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 (BDG).

“Incidental matters” means anything done or to be done in relation to the Goods or the provision of any Service which is not limited to the Goods but as applicable, to the warehouse, terminal, yard, wharf or other place or area, loading or unloading the Goods from any vehicle, vessel or other conveyance, storing or packing the Goods or fumigating, trans-shipping, inspecting or otherwise handling the Goods or anything done in relation thereto.

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

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

“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.

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

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

“Services” means the whole or any part of the operations and services undertaken by the Company from time to time ensuing the sending of the Goods. Without limiting provision 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.

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

“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.

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

2. PROVISION OF SERVICES

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

2.2 The Company is not a common carrier and will not accept in such a manner and it reserves the right to accept or refuse the carriage of any Goods or any other Service at its discretion.

2.4 If the Company expressly accepts to provide custom clearance services and for on behalf of the Merchant, Company shall accomplish the customs formalities in the name and on behalf of the Merchant solely under the authority of the Merchant and in accordance with the obligations as 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 non-compliance with such written instructions, failure to provide the required documents in time, as well as the deadlines to leading in particular to the payment of any additional taxes and/or duties, fines, delays, adaptations, or other damages. The Company shall be liable solely for its own proven personal faults within the limits of Article 6.

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 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.

3. RATES & CHARGES – PAYMENT TERMS

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 any other 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 thereof, 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, the 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 (as detailed under 3.2), 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 the temporary suspension of or comments to 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 conditions, 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 prevailing fuel surcharges. Company shall pass on to the Merchant one hundred percent (100%) of any fuel surcharge, including but not limited to theunker Adjustment Factor (BAF) and/or Fuel Rate Adjustment imposed by its transportation carriers without keeping any margin. Should the fuel surcharge be imposed pursuant to any law and/or any agreement between Company and its transportation carriers.

With respect to the fuel surcharges imposed by the air carriers, in absence of the relevant calculation schedule in annexure, the Company will apply the applicable Geodis Fuel Surcharge Found at https://geodis.com/en/fuel-surcharge adjusted automatically on 6-monthly basis. Without the fuel surcharges being calculated within the fuel rate on which the fuel surcharge calculation in annexure, Company will apply the applicable Geodis BFA 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 Company where the Services are provided and shall exclude public holidays and/or non-operating hours of Service. The Rate and Charges subject prevailing fuel surcharges.

3.6 All amounts due to Company will be invoiced and payable in TWD 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. Any exchange difference shall be for the account of Merchant. If agreed between the Parties in writing, invoices billed in a currency other than TWD 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 exchange difference 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 1% per day.

3.7 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 deferral on account of any claim, counterclaim or set-off.

3.10 Merchant warrants that it will comply fully with all custom regulations, security, safety, 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. Merchant further warrants that all such information complied 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.

3.12 Merchant will provide accurate information concerning any Party, including any third party, from whom Company receives any charges or expenses from any person other than Merchant, Merchant shall be responsible for any costs or losses incurred due to confiscation, refusal to accept, insolvency or refusal to pay.

4. WARRANTY

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.

4.2 Merchant will provide all shipping 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 complied 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 document.

4.3 Merchant will provide accurate information concerning any Party, including any third party, from whom Company receives any charges or expenses from any person other than Merchant, Merchant shall be responsible for any costs or losses incurred due to confiscation, refusal to accept, insolvency or refusal to pay.

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, tank, railcar, or any other device specifically constructed for the carriage of Goods). The Merchant will ensure 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 logical transport.

4.8 Merchant warrants that before presentation of the Goods for collection, the Merchant will inform the Company of any special precautions needed 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.

4.9 Should the Company in its capacity of charterer or shipper become liable in connection with carriage of Merchant’s Goods by sea or air or in respect of the Goods or the transport unit or carriage or road carriers without being 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 expenses, which may be made by the Company, and the Merchant shall demand from the Company provide such security as may be required by the Company.

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
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 be liable for indirect or consequential losses or damage including, but not limited to, the 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, 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 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 time guarantee. Company will use its best commercial endeavors to enable that the Goods arrive within the stated transit 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, 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 manufacturing 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.

6.4. Company shall be responsible for any and all loss and 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 jointly 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 omission of third parties unless and except to the extent that the loss is caused by the fault or 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 vessel that are arranged by Company, the liability of Company for loss or damage to the 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 25 August 1924 as amended by the Visby Protocol of 23rd February 1968 and the SDR Protocol of 21st December 1979, or in accordance of the bill of lading provisions. The liability of Company shall be limited to 666.67 Special Drafting Rights (SDR) per package or 2 SDR per kilogram, whichever is greater.

b) Transportation by Air: For shipments transported by air carriage that are handled and arranges 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, 28 May 1999, or any applicable local law or ordinance and all lawful orders, rules and regulations issued thereunder and provision of applicable law, representations, or contractual clauses required thereby to be included or incorporated by reference in any contract of sale, lease, or other creation of a possessory interest in the Goods. The liability of the Company shall be determined as 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 28, 1929, as amended and supplemented by applicable protocols and supplements (hereinafter, collectively referred to as the “Warsaw Convention”).

Inland Transportation by Road: 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.

d) Multimodal transportation: For multi-modal transportation, Company’s liability is limited by the applicable international transportation conventions (such as Warbur, CMR, Hague-Visby). Whether or not the place where the accident occurred or the location where the good was unloaded, if any. The occurrence of damage does not affect the liability of the Company.

6.6. Except as in so far as otherwise provided by mandatory laws and regulations, notwithstanding any other provisions of the STC, the Company’s liability whether arising from negligence, fault or other causes shall always be limited up to 100,000 USD per occurrence and 1,000,000 USD 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 loading, unloading, transhipment, packaging, handling or stowing) shall be treated as having 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 arrange insurance to protect its own and other’s interests. Company can arrange cargo insurance, after written agreement.

7.1 If a Container has not been packed or stuffed by the Company, the Company shall not be liable for loss 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 the Container, unless the Company has approved the suitability.

c) the unsuitability or defective condition of the Container

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.

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 and represents that it is responsible for the fact that a Container is in a clean and cargo worthy condition at 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 occasioned by any event or neglect on the part of the Company which commences the day after the Container is due to be returned to the owner of the Container at the nominated delivery point. If the Company detains the Container for a period of 10 days or more, the Company may sell the Container or abandon the carriage of such cargo or to effect such additional incidental matters and incur such additional costs including, but not limited to, the costs of any additional applicable laws or regulations and for its breach of the warranties and representations and obligations set out at this clause.

5. COMPANY’S RESPONSIBILITY

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

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 its fault or negligence, including, but without limiting: acts of God, or of the public enemy, fire or enemy action, theft, war, action of any governmental authority; public health emergency of international concern, such as, but not limited to, 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 (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 continues beyond 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.

9. LIEN

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.

9.2 For the purposes of these STC, the Company shall be deemed to have custody and possession of the Goods whenever they are in the physical presence of a full truck of the Company, or wherever the Merchant may have the Goods in the care, custody, and control of Company’s employees, agents and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder and provision of applicable law, representations, or contractual clauses required thereby to be included or incorporated by reference in any contract of sale, lease, or other creation of a possessory interest in 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.

10. SUBCONTRACTORS

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 performs the Services in cooperation and collaboration with such other duly appointed subcontractor.

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 subcontracts to perform all or any of the functions required of the Company under such terms and conditions as the Company in its absolute discretion shall determine. Information made available to the Company and the terms and conditions the Company shall be made against any servant, subcontractor or agent of the Company which imposes or attempts to impose upon any of them any liability whatsoever without the prior written consent of the Company. Any documents issued by Merchant shall nevertheless be made, the Merchant undertakes to indemnify the Company against all consequences thereof.

11. COMPLIANCE WITH LAWS

11.1 Either Party agrees to comply with all the applicable provisions of any country, federal, provincial, state and local law or ordinance and all lawful orders, rules and regulations issued thereunder and provision of applicable law, representations, or contractual clauses required thereby to be included or incorporated by reference in any contract of sale, lease, or other creation of a possessory interest in the Goods, including but not limited to, anti-money laundering, anti-bribery Laws and export control laws and regulations in each country and region of operation.

11.2 The Merchant represents and warrants, that he will solely bear the damages/risk resulting from any breach of duties under this Clause and this STC and agrees to indemnify Company (or any of Company’s subcontractors) against any and all damages and risks resulting from any breach, including but not limited to fines or penalties, 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.

12. EXPORT CONTROL

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 to any national or international 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 presence of US components and the total value of the Goods for the calculation. If 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 provide all information requested or needed by Company in order to comply with above laws and regulations.

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 comply with the terms and conditions of any such permit or to obtain any licence from the Parties (persons or legal entity).
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 circumstances, (i) 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) cancelling the offer, and/or (iii) 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 Data Protection Agreement, conditions that can be consulted on https://geodis.com/privacy.

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 Company to the subcontractor, nor the Merchant shall be liable to the other Party.

16. ASSIGNMENT

Neither Party shall assign any of the Purchase Order governed by these STC without the express written consent of the other Party and 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 assigns.

17. INDEPENDENCE OF THE PARTIES

The Company is an independent contractor and Merchant shall not in any manner supervise, direct or control Company’s performance under these STL. 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 policies, polices 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 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 by a third party, (g) material breach by the other Party that has not been remedied within the written notice period when such breach could have been cured.

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. Esquity, 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.

19. INSURANCE

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 the 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.

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) no less than 10 (ten) days before Company of the request with the payment of any additional supplements (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 taken 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 operation are also covered when they are performed by Company and/or its subcontractor.

20. RENOUNCEMENT

Should 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.

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 one year 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 or shall any single or partial exercise by Company of any such Rights and Defences preclude the farther 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 eSignatures included on documents accessed from electronic and/or mobile devices via eSignature 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 Taiwan.

Any dispute arising from or in connection with this Contract shall be submitted to the exclusive jurisdiction of the Taipei District Court.