

## **Preface**

a. hartrodt China local office(s) are the licensed freight forwarding service company.

The Company offer one stop shop services including door-to-door deliveries, air and sea import/export consolidation, FCL and LCL container service, haulage, cargo storage as well as multi-model freight management etc.

China imposes tax and duty for both import & export. (other than exempted articles).

These Terms and Conditions of Carriage shall apply to the services provided by a.hartrodt China local offices to the customers.

These Trading Conditions include provisions that entirely change, reduce or exclude rights that you (the Customer) might otherwise have.

## **Definitions**

In these Conditions, the following words have the following meanings:

**Company** - means a.hartrodt China local office(s).

**Customer** - means and includes the shipper, the consignee, the owner of the goods and/or any person at whose request or on whose behalf the Company provides Services.

**Carriage** - means carriage by vehicles and conveyances of all kind including acts in furtherance of an act of carriage by another or a specific means, whether by air, sea or land transport.

**Carrier** - means any party involved in the carriage of Goods whether by airfreight, sea freight or land transport.

**Goods** - mean the chattels, articles or things tendered for carriage or bailment or other services by the Customer and shall include the container or containers, unit load devices or other packaging containing the same and any other pallet or pallets delivered with the same to the Company.

**Parties** - means the Company and the Customer.

**Sub-contractor** - means:

- (a) any third party appointed by the Company to assist in the provision of the Services
- (b) any person, firm or company which is now or hereafter a servant, agent, employee or subcontractor of any other persons or entities referred to in sub-clause (a) of this definition.

**Services** - means any services of the Company provided for the Customer e.g. undertaking or arranging for carriage of goods by air, sea, inland waterway, rail and/or road; and/or undertaking or arranging for storage, loading, unloading, packing, unpacking, consolidation, de-consolidation, collection, delivery and/or other handling of goods.

**Service Agreement** - means:

- (a) these Trading Conditions
- (b) any customer credit application with the Company
- (c) any fee quotation estimate or agreement.

The agreements will be revised in response to the market, regardless of whether the customer receives any notice of modification.

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## **TERMS AND CONDITIONS**

The Company work under the general conditions stipulated in the transport documents. All prices are based on the rates and fees of a.hartrodt China local office and may be modified with or without prior notice, according to the carriers that intervene in the and / or market general situation. The liability of a.hartrodt China local office is limited to the legal clauses of liability limit stipulated by the participating companies in each transport contract (on the back of the document). a.hartrodt China local office runs its business, subject to the "FIATA Regulations for freight forwarding service" that are available by request. The handling of your shipments implies the acceptance of this offer in the terms and conditions established therein.

To determine the limit of liability, a.hartrodt China local office will comply with of all conventions that abide by or apply to international transport in all its forms (such as Warsaw Convention and any other that may apply) and the limits of liability established in the respective ones that account for transportation in each case, and without excluding others, such as; FIATA BL, Arrow Maritime Line BL, House Airway bill, Multimodal transport documents and others.

The Company has the liberty to select the carrier according to the bookings and subject to space availability, unless otherwise is previously stipulated.

The Company is held to be a carrier shall be entitled to all the rights, immunities, exceptions and limitations conferred on the carrier by any applicable law or legislation.

The Company arranges freight movements for a shipper or a consignee. When making transportation arrangements for, or implementing instructions on behalf of a shipper or consignee, the role of the freight forwarder is legally defined as that of a "shipper's-agent". As a matter of law, the freight forwarder is responsible only for its own direct negligence and cannot be held vicariously liable for the errors and omissions of others, to include all custodial carriers.

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## **SERVICES BY THIRD PARTIES**

Unless the Company carries, stores or otherwise physically handles this shipment, and loss, damage, expense or delay occurs during such activity, the Company assumes no liability as a carrier and is not to be held responsible for any loss, damage, expense or delay to the goods to be forwarded or imported subject to the limitations of the company's liability. But undertakes only to use reasonable care in the selection of carriers to whom it may entrust the goods for transportation, cartage, handling and door delivery and/or storage or otherwise.



## **LIABILITY LIMITATIONS OF THIRD PARTIES**

- a. The Company is authorized to select and engage carriers as required to transport, store, deal with and deliver the goods, all whom shall be considered as the agents of the customer, and the goods may be entrusted to such agencies subject to all conditions as to limitation of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions, whether printed, written or stamped appearing in bills of lading, receipts or tariffs issued by such carriers. The Company shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when such goods are in the custody, possession or control of third party selected by the Company to forward, enter and clear, transport or render other services with respect to such goods."
  
- b. These above cited provisions make clear the agent-forwarder is not responsible for any alleged errors or omissions on the part of the responsible ocean carriers.

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## **LIABILITY OF COMPANY**

- a. Customer agreed that any claim or demand for loss, damage, expense or delay shall be only against the carriers, or others in whose actual custody the goods may be at the time of such loss, damage, expense or delay and that the Company shall not be liable or responsible for any claim or demand from any cause whatsoever, unless in each case the goods were in actual custody of the Company and the damages alleged to have been suffered to be proven to be caused by the negligence or other fault of the Company, its employees, in which event the limitation of liability is limited under the Bill of Lading Special Drawing Rights per lost kilogram.
- b. Customer agrees that the Company shall, in no event, be liable for consequential, punitive, statutory or special damages in excess.
- c. Any general terms and conditions used by the Customer will not be accepted and shall therefore not be deemed to have been agreed upon, even to the extent such do not contradict to these Conditions. Verbal collateral agreements are ineffective.
- d. Any claim against the Company must be in writing and delivered to the Company within 7 days from the date of delivery of the goods or the date the goods should have been delivered or the date the Customer first knows about the event that may give rise to the claim, whichever is the earliest. If the Customer fails to deliver the aforesaid written claim notice to the Company and thereby prejudices the Company's position in the claim, the Company shall in any event be discharged of all liability whatsoever and howsoever arising in respect of the claim.
- e. All claims arising from contracts entered into by the parties, whether it is for primary or ancillary services, shall be time barred after one year running from the performance of the disputed service. The time limitation also applies to claims relating to duties and taxes collected afterwards, running as from the notice of adjustment.

- f. The Company shall not be liable for any claim relating to:
1. any delay, goods shut out or off loaded, goods' departure or arrival time; or
  2. any special, incidental, indirect, consequential or economic loss (including but not limited to loss of market, profit, tax, tax return, revenue, business or goodwill); or
  3. any loss, damage, expense or cost arising from fire, flood, storm, typhoon, explosion, port or airport congestion, deviation, strike, lock out, stoppage or restraint of labour.





## **LIABILITY OF CUSTOMER**

- a. The Customer entering into any business with the Company warrants to the Company that the Customer is the Owner or it is authorized to accept these Conditions not only for itself but also for the Owner.
- b. All the goods have been properly and sufficiently packed and that the Company has no liability for any loss of, damage to or
- c. Any other claims relating to the goods which are improperly or insufficiently packed; and
- d. The goods are fit and suitable for the carriage, storage and any other handling in accordance with the Customer's instructions; and it shall fully comply with applicable laws and regulations of ports, airports, Customs or other authorities.
- e. The Customer shall perform the obligation to provide the details of goods (SI) before the deadline according to the Shipping Line or Airline or the Import and Export Rules of the relevant country.
- f. The Customer failure to submit the relevant information and documents on time, the fine is borne by the customer.
- g. The Customer shall indemnify the Company against all claims, liability, losses, damage, costs and expenses (including but not limited to loss of and/or damage to any aircraft, container and/or vessel) arising out of the Company acting in accordance with the Customer's instructions, or arising from a breach of warranty or obligation on the part of the Customer, or arising from the inaccurate information or the insufficient instructions provided by the Customer, or arising from the mistake, negligence or willful default of the Customer.



- h. The Customer shall defend, indemnify and hold harmless the Company from and against all claims, costs and demands whatsoever and by whomsoever made or preferred in excess of the liability of the Company under the terms of these Conditions, and such indemnity shall include all claims, costs and demands arising from the negligence or mistake of the Company or from the mistake, negligence, willful default or deliberate wrongdoing of the Company's employee, agent or sub-contractor.
- i. The Customer acknowledges that where terms of Carriage are limited pursuant to Convention, statute, Law, bill of lading or airway bill, and the transport of the goods extends or requires transport outside and beyond the terms provided for in that Convention, statute, Law, bill of lading or airway bill then the Customer may be required to enter into a further contractual agreement with the forwarder or carrier regarding that portion of transport in order to limit liability on behalf of the forwarder or carrier, or where the transport was unforeseen, the limitation of liability provisions in place for the foreseen transport will extend to the unforeseen transport, even where that liability provision does not envision transport of that kind.
- j. If the shipment is on the freight collect basis but the consignee does not take delivery of the goods within the free detention/demurrage days from the date of the goods' arrival at the place of delivery, the Customer shall be responsible for payment of all the outstanding freight charges, and costs and expenses (including but not limited to storage costs and demurrage charges) incurred until the goods are duly delivered or are sold.
- k. Wherever it is provided in these Conditions that notice shall be dispatched by the Company to the Customer, such notice shall be deemed as having been dispatched if (i) the Company does not know the address, e-mail address or fax number of the Customer or (ii) the notice cannot reach the Customer through its address, e-mail address or fax number last known to the Company. The Customer's liability under these Conditions shall be joint and several.
- l. a.hartrodt China local office retains the right to refuse to organize or complete a delivery if it puts in danger its staff.

- m. In case of General Average all shippers are liable even if your cargo is not affected by any damage.



## **DOCUMENTS**

- a. The Company may issue its own bill of lading, haulage receipt, forwarder cargo receipt, combined transport document naming the company as agent of carrier, or other documents of carriage naming the Company as the carrier.
- b. The Company issue an air HAWB within airfreight, the conditions would always be IATA conform to Montreal Convention or Warsaw Convention.
- c. The Company issues Sea Bill of Lading the liability conditions would always be Hague Visby, Hague Rules and/or any other applicable condition for the particular voyage. It would also be or any other condition, depending on what the related country has agreed upon.
- d. Shipment releasing in destination country will be proceeded upon original house bills of lading presentation (if any), unless the shipper will amend original b/l's into telex released bills of lading.
- e. The Company reserves the right to alter any aspect of the bill of lading issued. (including but not limited to these Terms and Conditions) at any time without prior notice.
- f. The Company works under general conditions stipulated in transport documents. Also, the liability of the company is limited to the legal clauses of liability limit stipulated by the participating companies in each transport contract (B/L, AWB, FB/L).
- g. These services are provided pursuant to the forwarders "Terms & Conditions of Service", were formulated in keeping with the statutory scheme of such laws and treaties as IATA / FIATA MODEL RULES.



## **SCHEDULE**

- a. The sailing schedule and ports of call are subject to alterations. Carriage is covered by the terms and conditions of the issued Bill of Lading. Transshipment Ports and Out ports are in accordance with the Official Lines' Schedules and are subject to change with/without prior notification, and may/or may not be shown in the schedule.
  
- b. Transit time is only a not binding indication which might be subject to change and it is intended port to port (airport to airport)



## **QUOTATION**

- a. The Company offers only apply for harmless goods that will be shipped with Carrier of our choice. In case of dangerous goods our offer depends on the acceptance by the Carrier.
- b. The Company offers the rates exclude Dangerous Cargo (DGR), Perishable, Extra Dimensional, Extra Heavy, Live Animals and Appliances, subject to Port Inventory, and valuable good (Value Rated), unless it is clearly established in our quotation.
- c. The Company offers the rates exclude fumigation charge, import tax and duty, demurrage, detention and other storage charges unless specify.
- d. The Company offers the rates exclude will be carried out without any temperature control. We will not cover any temperature damages on the cargo. Please let us know the temperature range as well as any further adjustments on the reefer container that need to take place prior to the transport in case your cargo needs to be transported temperature controlled, available quotes upon request.
- e. The demurrage/ detention charges depend on the shipping line policy, available upon request.
- f. For FCL shipments incoterms EXW, our quotation is based on "shipper's load and stow " conditions, therefore do not include any costs for loading and stowing as well as possible required crane and equipment provision which would be charged additionally. The Company can provide you with a quotation for these costs upon request and if required.
- g. The quotation for LCL / airfreight shipment is based on the weight and dimension you provide. If these details are different from the actual weight and size, the quotes will be adjusted.
- h. The quotation is valid only for stackable cargo, if no specified declared.



- i. The quotation is based on Carrier's tariffs and as such is subject to change depending on Carrier tariff fluctuations with or without prior notice.
- j. The quotation does not include congestion and warehousing fees and other surcharges incur that beyond the company control.
- k. The volume weight ratio for air transport: 1 m<sup>3</sup> = 167 kgs. (Ratio 1: 6) / Maritime: 1m<sup>3</sup> = 1,000 kgs. The Chargeable weight will be rounded up to 0.5 kg.
- l. The fuel- and security surcharges will be adjusted depending on the increase or decrease provided by the airline.
- m. Additional charges might occur in case of extra tasks request like – but not limited to – packing, labeling, palletizing, tagging, assembling, wrapping, disposal, dismantling and in case of overtime service. All equipment has to be returned clean after the unloading. Failure to do so, might involve additional cleaning fees.
- n. The validity of our offer refers to the actual date of shipment / Bill of Lading date.
- o. The Company offers are subject to space and equipment availability and reserve the right to amend our quotation at any time within the stated validity.
- p. Delivery charges are based on pick up between 8 AM and 4 PM Monday to Friday. Additional charges are applicable if specific pick up times are required.
- q. Cancellation fee may be applicable if cargo delivery is cancelled at short notice but the truck have reserved.
- r. The Carrier can charge the booking cancellation fee according to its terms. The fee is borne by the customer/owner.



## **CARGO INSURANCE**

The activity of the shipper in case of loss is limited according to the rules established and indicated above. In order to cover any risk for your Company, we suggest the customer insure each shipment of merchandise through an appropriate Cargo Insurance. The Company will not take any cargo insurance except upon written request declaring the value to be insured.

The company has no obligation but can provide cargo insurance quotes according to customer needs.





## **PAYMENT TERMS**

- a. Payment conditions or according to payment terms previously authorized and as agreed.
- b. The Customer shall pay to the Company all sums immediately when due without deduction on account of any claim, counterclaim or set-off. Payment to the Company is due as soon as an invoice is rendered to the Customer. For any amount unpaid within 30 days from the date of the invoice, the Company shall enjoy the relevant interest rights from the date of the invoice to the full payment.
- c. The International freight rates and overseas local activities are quoted in foreign currency, the invoicing will be made in Renminbi equivalent calculated at the time of invoicing based on the exchange rate on the day. Customers need to pay invoices as the equivalent of Renminbi.
- d. The Company may hold cargo unless all due payments will be covered if needed.



## **APPLICABLE LAW AND JURISDICTION**

- a. a.hartrodt China local office is taking charge of your business, subject to the "IATA/FIATA Regulations for freight forwarding services" that are available upon request.
- b. The "General Terms" of this Commercial Proposal are an integral part of it.
- c. The defenses, exemptions and limitations of liability provided for in these Conditions shall apply in any action against the Company whether such action is founded in contract or in tort.
- d. These Conditions and any contract with the Company shall be governed by the laws in China Region. Any claim or dispute must be determined exclusively by the courts in China Region and no other court.
- e. Customer (for itself and for Owner) and Company hereby irrevocably submit to the exclusive jurisdiction of the Courts of China Region, Provided that Company may also bring any legal proceedings against customer or Owner in any other Courts of competent jurisdiction, and proceedings by Company in any one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdictions, whether concurrent or not.
- f. Without prejudice to any other rights or remedies which Company may have, in the event of Customer (or Owner) bringing any proceedings against Company in breach of Clause (d), Customer and Owner shall indemnify Company from and against all consequences thereof including, without limitation, legal costs and expenses incurred by Company.

**~ END ~**