



Standard Trading Conditions

Part I: General Conditions

1. Definitions & Interpretations

In these Conditions,

(A) "Company" means Supply Chain Solutions (Asia) Limited or its subsidiaries, branches, representative offices or affiliated companies established in Hong Kong;

(B) "Conditions" means the entire undertakings, terms, conditions and clause embodied herein, which may from time to time be supplemented, amended or varied by the Company;

(C) "Customer" means any person at whose request or on whose behalf the Company provides a service;

(D) "Bottles" includes all bottles of wines, in whatever packaging forms they are in;

(E) "Cases" means any types of containers that are containing Bottles.

(F) "Instructions" means a statement of the Customer's specific requirements;

(G) "Owner" includes all and any of the following persons: the owner, shipper, consignee of the Goods and any other person who is or may become interested in or otherwise entitled to the possession of the Goods, and anyone acting on behalf of any of the persons aforesaid;

(H) "Person" or "person" means any individual or any body of persons corporate or incorporate;

(I) "Service(s)" or "service" means, as the context requires, all and any business undertaken by the Company including the provision or procuring the provision of any advice, information and services whatsoever (including without limitation any advice, information or services of or relating to any of the following: forwarding, carriage, transportation of goods (in each case whether international, regional, cross border or local and whether by sea or air or land or any combination thereof); storage, loading, unloading, packing, unpacking, stuffing, un-stuffing, consolidation, de-consolidation, warehousing, distribution, collection, delivery, inventory and management control, labelling, repacking, reorganisation, other processing, tracing and tracking and other handling of goods; order handling, documents preparation and customs brokerage; and in each case services ancillary or incidental thereto);

(J) "sub-contractors" means direct and indirect sub-contractors (of any degree) and their respective officers, servants and agents. "sub-contract" and "sub-contracting" should be construed accordingly;

2. Customers' Obligations

2.1 The Customer warrants that he is either the Owner or the authorized



agent of the Owner of the Goods and that he is authorized to accept and is accepting these Conditions not only for himself but also as agent for and on behalf of the Owner of the Goods.

2.2 The Customer warrants that he has reasonable knowledge of matters affecting the conduct of his business, including but not limited to be the terms of sales and purchase of the Goods and all other matters relating thereto.

2.3 The Customer warrants that the description and particulars of the Goods are complete and correct and not misleading and the Goods are in all respects in conformity and compliance with all laws and regulations.

2.4 The Customer warrants that the Goods are properly packed and labeled, except where the Company has accepted instructions in respect of such packing or labeling services.

2.5 The Customer warrants that the Goods presented for any Services are lawful goods and contain no contraband or prohibited items or any item which infringes or may infringe intellectual property or other rights of any other person.

2.6 No insurance will be effected by the Company except upon express instructions given in writing by the Customer and all insurance effected by the Company is subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. Unless

otherwise agreed in writing, the Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy.

2.7 Unless otherwise previously agreed in writing by the Company that the Goods shall depart or arrive by a particular date, the Company accepts no responsibility for late or early or any other irregularities in connection with the departure or arrival date of Goods.

3. General Indemnities

3.1 The Customer undertakes that no claim shall be made against any officer, employee, 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 or any services provided or to be provided by the Company. If any such claim should nevertheless be made, the Customer shall indemnify the Company against all consequences (including but not limited to claims, damages, liability, cost and expenses) thereof upon first written demand by the Company.

3.2 The Customer shall be liable for any loss, damage, contamination, soiling, detention or demurrage arising before, during and after the carriage of property (including, but not limited to, Containers) of the Company or any person caused by the Customer or the Owner or any person acting on behalf



of either of them or for which the Customer is otherwise responsible.

4. Fees and Charges

4.1 The Customer shall pay to the Company in cash or as agreed all sums immediately when due without deduction or deferment on account of any claims, counterclaim or set-off.

4.2 On all amounts overdue to the Company, the Company shall be entitled to interest, at 3% above the prevailing Prime Lending Rate of Hong Kong Shanghai Banking Corporation during that period that such amounts are overdue.

4.3 The Customer authorises the Company, but with no obligation on the part of the Company, to advance any duties, taxes, imposts, outlays or charges at any port or place in respect of the Goods (if applicable) and the Customer shall be liable for the reimbursement of such disbursements and for payment of any fine, expense, loss or damage incurred by the Company in connection therewith.

7.5 If any money owing to the Company is not paid when due, the Company, without prejudice to its other rights or remedies, may at any time thereafter by notice in writing to the Customer and without liability whatsoever immediately terminate:

- (a) provision of all or any Services, whether or not such Services

relate to the money overdue; and/or

- (b) all or any credit arrangements granted to the Customer, whereupon all moneys owing by the Customer not otherwise due for payment shall become due
- (c) and payable immediately.

5. Termination

Unless otherwise agreed between both parties, the Services shall continue until one month's notice of termination in writing is given by one party to the other.

6. Limitation and Exclusion of Liabilities

6.1 The Company shall not be liable to the Customer for any claim, liability, loss, damage, costs (including legal costs) and expenses arising from, or connected with any:

- a) loss, damage, mis-delivery or mis-direction of Goods or any other properties; or
- b) delay, failure or other defaults in performing these Conditions.

6.2 Except in so far as otherwise provided by these Conditions, the liability of the Company, howsoever arising, and notwithstanding that the cause of loss or damage be unexplained shall be the lowest of:

- a) the net invoice value of the Goods;
- b) the reasonable cost of repair in the case of physical damage to the Goods;



- c) USD 2.00 per gross kg of the Goods lost, damaged or mis-delivered;
- d) USD 100.00 per cubic metre.

6.3 In no event shall the Company's liability under one or more clauses of 6.3 through 8.2 exceed USD 20,000 per event arising from a common cause.

6.4 Except where specifically prohibited by applicable laws, the Company shall in no circumstances be liable for indirect, incidental, special, punitive, consequential of any kind or nature (including without any limitation any loss of profits, loss of goodwill, loss of opportunity, loss of business or interruption of business or claim by any third party, whether such liability is predicated on contract, strict liability or any other theory without regard to whether such party has been advised of or can foresee the possibility of such damages.

6.5 By special agreement in writing and on payment of additional charges, higher compensation may be claimed from the Company not exceeding the value of the Goods or the agreed value, whichever is the lesser.

6.6 Notwithstanding anything else herein contained, the Company shall not be liable for any loss or damage or any matter whatsoever if and to the extent the same was caused by any of the following:

- (a) any act or omission of the Customer or the Owner or any person (other

than the Company) acting on behalf of the Customer or the Owner;

- (b) compliance with instructions given by or on behalf of the Customer or the Owner;
 - (c) insufficient packing, marking, labelling and/or numbering of the Goods (unless caused by the wilful neglect or wilful default of the Company);
 - (d) handling, loading, stowing, unloading of Goods by the Customer or the Owner or any person (other than the Company);
 - (e) inherent vice or defects of Goods;
 - (f) riots, civil commotions, strikes, lock outs, stoppage or restraint of labour;
 - (g) fire, flood, storm, explosion or theft;
 - (h) any cause or event which the Company was unable to avoid and the consequences whereof the Company was unable to prevent by the exercise of reasonable diligence (including but not limited to the failure or malfunction or loss of data of the computer system or database);
 - (i) any act or omission of the Company the consequences of which it could not reasonably have foreseen;
 - (j) compliance with the instructions of any person entitled to give them;
 - (k) saving or attempts to save life during the performance of Services;
 - (l) nuclear incidents;
- any matter beyond the control of the Company, its servants, agents or sub-contractors.

7. Notice of Loss, Time Bar and other miscellaneous provisions



7.1 The Company shall be or deemed to be discharged of all liability unless notice of any claim is received in writing by the Company or its agent within 14 days after the date specified in 6.2 below, or within a reasonable time after such date if the Customer proves to the absolute satisfaction of the Company that it was impossible to notify.

- 7.2
- a) in the case of loss or damage to Goods, the date of delivery of the Goods.
 - b) in the case of delay or non-delivery, of the Goods, the date that the Goods should have been delivered.
 - c) in any other case, the event giving rise to the claim.

7.3 Governing Law

These Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the Customer hereby submits to the non exclusive jurisdiction of the courts of Hong Kong.

7.4 Amendment

The Company reserves the right (which the Customer hereby acknowledges) to amend, vary or supplement these Conditions from time to time and at any time without further notice to the Customer.

7.5 Lien

The Company shall have a particular and general lien on the Goods or cargo

of the Customer and any documents relating thereto and on any other goods or cargo of the Customer in the possession of the Company or any documents relating thereto and on any other goods or cargo of the Customer which may come into the possession of the Company or any documents relating thereto for all sums payable by the Customer to the Company and for that purpose the Company shall have the right to sell any such goods by public auction or private treaty without further notice to the Customer.

7.6 Delivery

(a) (Notwithstanding any claim or potential claim which it may have or any other matter whatsoever) the Owner or any other person entitled to delivery of the Goods (i) shall take delivery of the Goods within the time and at the place when and where the Company is entitled to require delivery of the Goods to be taken, and (ii) at the time of taking such delivery shall have paid all moneys for the release of the Goods including, without limitation, charges taxes and duties and shall have complied with all applicable procedures and formalities including without limitation surrender of all relevant documents. If delivery is not so taken, then upon expiration of the time for taking delivery, the Goods shall be deemed to have been duly delivered in proper performance of the Services contracted for.



(b) If, in accordance with applicable custom, practices, laws, regulations, Goods are handed over into the custody of any customs, port or other authority or any other person having authority at the port or place for delivery, such hand-over shall be deemed to be due delivery of the Goods in proper performance of the Services contracted for.

(c) Delivery or disposal of Goods to or at the instructions of any person ("such person") presenting any forged or fraudulent document purporting to be an original part of a bill of lading, air or other waybill, or other original document entitling such person to take delivery or possession or otherwise give instructions of disposal of the Goods, shall be deemed due delivery of the Goods in proper performance of the Services contracted for, provided that the person releasing the Goods to or disposing of the Goods as instructed by such person did not actually know that:

(i) such document was forged or fraudulent; and (ii) such person, in fact, had no right or authority of possession or disposal of the Goods.

(d) Upon delivery, or deemed delivery of the Goods, all liabilities of the Company in respect of the Goods shall cease absolutely and immediately (but without prejudice to any of its rights remedies and defences whether under these Conditions or otherwise including without limitation the Company's rights of lien and/or sale).

8. Air Carriage

If the Company acts as a principal in respect of a carriage of Goods by air, the following notice is hereby given and its receipt is acknowledged by the Customer:

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers in respect of loss of or damage to cargo. Agreed stopping places are those places (other than the places of departure and destination) shown under requested routing and/or those places shown in carrier's timetables as scheduled stopping places for the route. The address of the first carrier is the airport of departure.

9. Both to Blame Collision Clause

The current Both-to-Blame Collision Clause and New Jason Clause as adopted by Baltic and International Maritime Council is incorporated in these conditions.