

MOL LOGISTICS (H.K.) LTD. STANDARD TRADING CONDITIONS (2009 EDITION) (based on HAFFA Form of Trading Conditions - December 2008 Template)

1. DEFINITIONS AND GENERAL CLAUSES

1.1 In these Conditions, unless the context otherwise requires, the following definitions apply:
"Company" means the MOL Logistics (H.K.) Ltd. a member of the Hongkong Association of Freight Forwarding and Logistic Limited trading under these Conditions.
"Customs" means the revenue authorities, customs and excise authorities of any country, territory or jurisdiction.
"Customer's Equipment" means any goods, materials, tools, equipment or other property of the Customer provided to or by the Customer.

"Goods" means the goods, materials, tools, equipment or other property of the Customer provided to or by the Customer for the purpose of the Contract.

"Guarantees Convention" means the International Convention for the Unification of Certain Rules Relating to Bills of Lading published at Brussels on 2 August 1924 ("Hague Rules") as amended by the 1962 and 1978 Protocols and the International Convention for the Unification of Certain Rules Relating to Bills of Lading published at Hamburg on 10 October 1978 ("Hamburg Rules").

"Hague-Visby Rules" means the International Convention for the Unification of Certain Rules Relating to Bills of Lading published at Brussels on 2 August 1924 ("Hague Rules") as amended by the 1968 and 1978 Protocols and the International Convention for the Unification of Certain Rules Relating to Bills of Lading published at Hamburg on 10 October 1978 ("Hamburg Rules").

"Institute" means the Institute of Marine and Marine Cargo Insurance, London, as amended from time to time by the Institute of Marine and Marine Cargo Insurance, London.

"Maritime Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air done at Montreal on 25 September 1961 ("Montreal Convention").

"Parties" means the Customer and the Company.

"Perishable goods" means goods which, in the ordinary course of trade, are liable to deteriorate, decay, become damaged, or become unusable, or to lose value, or to become unfit for sale, or to become unfit for use, or to become unfit for consumption, or to become unfit for any other purpose, or to become unfit for any other use, or to become unfit for any other purpose, or to become unfit for any other use.

"Sub-contractor" means any person or entity, including any agent, who is engaged by the Company or its subsidiaries to perform any part of the services provided by the Company under the Contract.

"Warehouse" means the premises used for the storage of goods, materials, tools, equipment or other property of the Customer provided to or by the Customer for the purpose of the Contract.

"Written Confirmation" means a written confirmation signed by the Customer and the Company in relation to the Contract, which may include any amendments or variations to the Contract.

"Bills of Lading" means the bill of lading issued by the Company or its Sub-contractor in relation to the Goods.

"Sea Cargo Transport" means the carriage of goods, materials, tools, equipment or other property of the Customer provided to or by the Customer for the purpose of the Contract by sea.

"Air Cargo Transport" means the carriage of goods, materials, tools, equipment or other property of the Customer provided to or by the Customer for the purpose of the Contract by air.

"Land Cargo Transport" means the carriage of goods, materials, tools, equipment or other property of the Customer provided to or by the Customer for the purpose of the Contract by land.

"Incoterms" means the International Commercial Terms published by the International Chamber of Commerce.

"Force Majeure" means an event which is beyond the control of the parties and which makes the performance of the Contract impossible, impracticable or illegal.

"Assignment" means the assignment of any part of the rights or obligations under the Contract to a third party.

"Waiver" means the intentional or negligent relinquishment of a known right or benefit.

"Entire Agreement" means the Contract, any written confirmations, bills of lading, invoices, packing lists, and any other documents issued by the Company or its Sub-contractors in relation to the Contract.

"Governing Law" means the laws of the Hong Kong Special Administrative Region.

"Jurisdiction" means the jurisdiction of the courts of the Hong Kong Special Administrative Region.

"Dispute Resolution" means the arbitration or litigation process for the resolution of any dispute arising under the Contract.

"Force Majeure Notice" means a notice given by the Company or its Sub-contractor in relation to a force majeure event.

"Assignment Notice" means a notice given by the Company or its Sub-contractor in relation to an assignment.

"Waiver Notice" means a notice given by the Company or its Sub-contractor in relation to a waiver.

"Entire Agreement Notice" means a notice given by the Company or its Sub-contractor in relation to the entire agreement.

"Governing Law Notice" means a notice given by the Company or its Sub-contractor in relation to the governing law.

"Jurisdiction Notice" means a notice given by the Company or its Sub-contractor in relation to the jurisdiction.

"Dispute Resolution Notice" means a notice given by the Company or its Sub-contractor in relation to dispute resolution.

"Force Majeure Notice" means a notice given by the Company or its Sub-contractor in relation to force majeure.

"Assignment Notice" means a notice given by the Company or its Sub-contractor in relation to assignment.

"Waiver Notice" means a notice given by the Company or its Sub-contractor in relation to waiver.

"Entire Agreement Notice" means a notice given by the Company or its Sub-contractor in relation to the entire agreement.

"Governing Law Notice" means a notice given by the Company or its Sub-contractor in relation to the governing law.

"Jurisdiction Notice" means a notice given by the Company or its Sub-contractor in relation to the jurisdiction.

"Dispute Resolution Notice" means a notice given by the Company or its Sub-contractor in relation to dispute resolution.

"Force Majeure Notice" means a notice given by the Company or its Sub-contractor in relation to force majeure.

"Assignment Notice" means a notice given by the Company or its Sub-contractor in relation to assignment.

"Waiver Notice" means a notice given by the Company or its Sub-contractor in relation to waiver.

2. CUSTOMER'S REPRESENTATIONS

2.1 The Customer represents and warrants to the Company that:
(a) all and any claims, suits and demands whatsoever and whosoever and however arising or caused made or preferred against the Company in respect of the Contract and in relation to the Goods, materials, tools, equipment or other property of the Customer provided to or by the Customer for the purpose of the Contract, shall be made and pursued by the Customer and shall not be made or pursued by the Company or its Sub-contractors.

2.2 The Customer represents and warrants to the Company that it is not a party to any litigation, arbitration or dispute resolution proceedings in relation to the Contract.

2.3 The Customer represents and warrants to the Company that it is not a party to any bankruptcy, insolvency or liquidation proceedings in relation to the Contract.

2.4 The Customer represents and warrants to the Company that it is not a party to any force majeure event in relation to the Contract.

2.5 The Customer represents and warrants to the Company that it is not a party to any assignment in relation to the Contract.

2.6 The Customer represents and warrants to the Company that it is not a party to any waiver in relation to the Contract.

2.7 The Customer represents and warrants to the Company that it is not a party to any dispute resolution proceedings in relation to the Contract.

2.8 The Customer represents and warrants to the Company that it is not a party to any force majeure event in relation to the Contract.

2.9 The Customer represents and warrants to the Company that it is not a party to any assignment in relation to the Contract.

2.10 The Customer represents and warrants to the Company that it is not a party to any waiver in relation to the Contract.

2.11 The Customer represents and warrants to the Company that it is not a party to any dispute resolution proceedings in relation to the Contract.

2.12 The Customer represents and warrants to the Company that it is not a party to any force majeure event in relation to the Contract.

2.13 The Customer represents and warrants to the Company that it is not a party to any assignment in relation to the Contract.

2.14 The Customer represents and warrants to the Company that it is not a party to any waiver in relation to the Contract.

2.15 The Customer represents and warrants to the Company that it is not a party to any dispute resolution proceedings in relation to the Contract.

2.16 The Customer represents and warrants to the Company that it is not a party to any force majeure event in relation to the Contract.

2.17 The Customer represents and warrants to the Company that it is not a party to any assignment in relation to the Contract.

2.18 The Customer represents and warrants to the Company that it is not a party to any waiver in relation to the Contract.

2.19 The Customer represents and warrants to the Company that it is not a party to any dispute resolution proceedings in relation to the Contract.

2.20 The Customer represents and warrants to the Company that it is not a party to any force majeure event in relation to the Contract.

2.21 The Customer represents and warrants to the Company that it is not a party to any assignment in relation to the Contract.

2.22 The Customer represents and warrants to the Company that it is not a party to any waiver in relation to the Contract.

2.23 The Customer represents and warrants to the Company that it is not a party to any dispute resolution proceedings in relation to the Contract.

2.24 The Customer represents and warrants to the Company that it is not a party to any force majeure event in relation to the Contract.

2.25 The Customer represents and warrants to the Company that it is not a party to any assignment in relation to the Contract.

2.26 The Customer represents and warrants to the Company that it is not a party to any waiver in relation to the Contract.

2.27 The Customer represents and warrants to the Company that it is not a party to any dispute resolution proceedings in relation to the Contract.

2.28 The Customer represents and warrants to the Company that it is not a party to any force majeure event in relation to the Contract.