

ROAD WAYBILL TERMS AND CONDITIONS

1. Definitions

- a) Company: the FedEx Logistics entity as shown overleaf.
- b) Waybill: the waybill or any other shipping document issued by the Company.
- c) Shipper: the party listed as such on the Waybill.
- d) Transport: the transport of the Goods and other ancillary services agreed to be undertaken or procured by the Company.
- e) Customer: the party who orders the Transport, including the Shipper and/or the Consignee shown on the Waybill.
- f) Consignee: the party listed as such on the Waybill.
- g) Goods: the goods to which any business under these conditions relates.
- h) Transport Unit: packing case, pallets, container, trailer or any other device used for the carriage of the Goods.
- i) Owner: the owner of the Goods or Transport Unit and any other party who is or may become interested in them.

2. Application

- a) These General Terms and Conditions apply to the Transport of the Goods organized by the Company.
- b) Every booking/order in itself shall constitute proof of the unconditional acceptance by the Customer of these General Terms and Conditions.
- c) The Customer warrants that he is the Owner or the authorized agent of the Owner and he has accepted these General Terms and Conditions not only for himself but also as agent for and on behalf of the Owner.
- d) The Company shall be entitled to procure any or all of the Transport as an agent or to undertake the same as a principal.
- e) The Company has full liberty and authorization to subcontract the whole or any part of the Transport in which case the subcontractors including any successive carriers are entitled to fully rely on these General Terms and Conditions.
- f) The Company has full liberty and freedom of choices as to the means, route and procedure to be employed in the performance of the Transport subject to these General Terms and Conditions.

3. Contents of Waybill

- a) The Customer warrants that the description and particulars of any Goods or information provided to the Company, on the Waybill or otherwise, are full and accurate.
- b) The Customer shall be responsible for all costs, loss or damage sustained by the Company by reason of the entries made in the Waybill being irregular, incorrect, incomplete or made elsewhere than in the allotted space.
- c) If, at the request of the Customer, the Company makes entries on the Waybill, such entries shall be deemed to have been made by the Customer.
- d) With a view to the completion of the formalities required by Customs and other administrative authorities, to be completed before delivery of the Goods, the Customer must attach the necessary documents to the Waybill and furnish the Company with the requisite information.
- e) The Company shall not be obliged to check whether any documents or information provided by the Customer is correct or sufficient. The Customer shall be liable to the Company for any loss or damage resulting from the absence or insufficiency of, or any irregularity in, such documents or information, save in the case of fault by the Company.

4. Payment of charges

- a) The Company's rates are exclusive of any customs duties, taxes, government fees, surcharges and similar levies relating to the Transport and the service rendered. The Customer is responsible to pay the Company the rates, including but not limited to customs duties, taxes, government fees, surcharges and similar levies relating to the Transport and the service rendered, immediately after the Company picks up the Goods from the Shipper, or as otherwise agreed. Payment is required in full without reduction or deferment on account of any claim, counterclaim or set-off.
- b) In the event of failure to pay any invoice in full on its due date and with no need for any notice of default, the amount owed will yield interest as from the due date at the rate of 12% per annum.
- c) Despite the acceptance by the Company of instructions from the Customer to collect freight, Customs duties, taxes, government fees, charges, dues, surcharges, similar levies or other expenses from the Consignee, or any other party, the Customer shall remain fully liable to the Company for such freight, Customs duties, taxes, government fees, charges, dues, surcharges, similar levies or other expenses unless and until they are fully paid.
- d) The Company shall have the right at any time to demand an advance payment or sufficient security or guarantee from the Customer for the performance of its obligations. If the Customer does not immediately make such advance payment upon demand, the Company shall have the right to terminate or to suspend the relevant Transport.

5. Packaging and stowage etc.

- a) The Customer warrants that any Transport Unit or other equipment supplied by the Customer in relation to the performance of the Transport is fit for purpose.
 - b) The Customer warrants that the Goods have been properly, accurately, and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations (no matter land, air, rail, sea, or inland waters transportation) or transactions affecting the Goods and the characteristics of the Goods.
 - c) The Customer warrants that in case the Company has received the Goods from the Customer already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the Transport.
- ### 6. Loading and unloading
- a) Unless otherwise noted in writing by the Company, the Company is not responsible and takes no risk of or liability for the loading, dunnage, stowage or unloading of the Goods.
 - b) If the Shipper or Consignee has asked the driver or other agent or servants of the Company to carry out loading or unloading activities, such requested party may decline to carry out such loading or unloading activities. In the event that the requested party agrees to the Shipper or Consignee's request, then the requested party shall carry out these activities exclusively under the supervision and responsibility of the Shipper or Consignee. The Company shall assume no liability whatsoever for loss of or damage to the Goods caused in the course of the loading or unloading.
 - c) Where the Transport involves transit through factories, warehouses, yards and other places not owned or controlled by the Company, the route within these premises shall be as directed by the managers of such premises. The Company is not responsible for the route to be followed within these premises.
 - d) The Company reserves the right to reject any Transport that, in the Company's assessment may endanger their staff, vehicles or the Goods.
 - e) The arrival times at the loading/unloading locations as may be indicated by the Company are only for information purposes. The Company shall not be liable to the Customer for any penalties or damages for late loading or unloading unless there is prior written agreement at the time the Transport is ordered.

7. Vehicle standstill

- a) The Customer undertakes to complete loading and unloading within a period of time agreed in writing between the Company and the Customer. In the absence of such written agreement, the Customer shall have 2 hours of loading time, 2 hours of unloading time and 1 hour waiting time to couple the container/reefer/trailer to the tractor if the goods consist of an entire container/reefer/trailer. For any time that exceeds the 2-hour loading time, 2-hour unloading time or the 1-hour waiting time for coupling the container/reefer/trailer to the tractor, or such other periods of time agreed in writing between the Company and the Customer, the Customer shall be charged an immobilization fee.
- b) Unless a different amount is agreed in writing with any specific Customer, the immobilization fee for a container, reefer or trailer owed to the Company shall be US\$25 for each hour for the time that exceeds the above-mentioned loading time, unloading time and/or waiting time for coupling.

8. Delivery

- a) The Company shall deliver the Goods to the Consignee at the place designated for delivery against receipt and payment of all of the amounts due.
- b) Should the Shipper or Consignee fail to take delivery at the appointed time or place stated on the Waybill, the Company shall be entitled to store the Goods, or any part thereof, at the sole risk of the Shipper or Consignee, whereupon the Company's liability in respect of the Goods, or that part thereof, shall wholly cease. The Company's liability, if any, in relation to such storage, shall be governed by these General Terms and Conditions. All costs incurred by the Company as a result of the failure to take delivery shall be deemed as freight earned, and such costs shall, upon demand, be paid by the Customer.

9. Special or dangerous goods

- a) Without prior agreement in writing by the Company, the Company will not accept or deal with goods that require special handling regarding carriage, handling, or security whether owing to their thief attractive nature or otherwise including, but not limited to, bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock, pets, or plants. Should any Customer nevertheless deliver any such goods to the Company, or cause the Company to handle or deal with any such goods, otherwise than under such prior agreement, the Company shall have no liability whatsoever for or in connection with the goods, howsoever arising.
- b) Except pursuant to instructions previously received in writing and accepted in writing by the Company, the Company will not accept or deal with goods of a dangerous or hazardous nature, nor with goods likely to harbour or encourage vermin or other pests, nor with goods liable to taint or affect other goods. If such goods are accepted pursuant to a special arrangement, but, thereafter, and in the opinion of the Company, constitute a risk to other goods, property, life or health, the Company shall, where reasonably practicable, contact the Customer in order to require him to remove, destroy or otherwise deal with the Goods, and shall be at liberty, in any event, to do so at the

expense and risk of the Customer.

- c) With regard to dangerous Goods accepted for carriage by the Company, the Customer has the obligation to inform Company in good time of the nature of the Goods, the precautions to take and as to which procedures and/or rules must be followed in accordance with the applicable laws and regulations.
- d) The Customer shall be liable for all loss or damage arising in connection with the carriage of dangerous Goods which are not declared or are incorrectly declared by the Customer, and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the Goods may be dealt with in such manner as the Company, or any other person in whose custody they may be at any relevant time, shall think fit.

10. Lien

- a) The Company has a general lien on all Goods and documents relating to Goods in its possession, custody or control for any sums due at any time to the Company from the Customer and/or Owner on any account whatsoever, whether relating to the Goods belonging to, or services provided by or on behalf of the Company to the Customer or Owner. Storage charges shall continue to accrue on any Goods detained under lien.
- b) The Company's various claims against the debtors, even if they concern a variety of shipments or Goods that are no longer in their possession, constitute a single and indivisible claim, during the course of which the Company may exercise lien on all or any of the Goods.
- c) The Company is entitled, upon serving a 21-day written notice to the Customer or its agent, to sell or dispose of or deal with such Goods or documents as agent for, and at the expense of, the Customer and to apply the proceeds of such sale or disposal in or towards the payment of such sums.
- d) When the Goods are liable to perish or deteriorate, the Company's right to sell or dispose of or deal with the Goods shall arise immediately upon any sum becoming due to the Company, subject only to the Company taking reasonable steps to bring to the Customer's attention its intention to sell or dispose of the Goods before doing so.
- e) The Company shall be entitled to immediately sell or dispose of or deal with the Goods at the Customer's risk and expenses if the Goods have, for whatever reasons, not been taken delivery of for a period of 60 days from the date of the Company's first attempted delivery at the Place of Delivery indicated overleaf.

11. LIABILITY AND EXEMPTIONS

- A) **THE COMPANY SHALL NOT BE LIABLE FOR LOSS OF OR DAMAGE TO THE GOODS OR ANY DELAY IN DELIVERY OF THE GOODS SAVE WHERE SUCH LOSS OR DAMAGE OR DELAY IS A DIRECT CONSEQUENCE OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF THE COMPANY.**
- B) **THE COMPANY IS NOT LIABLE FOR LOSS, DAMAGE, OR DELAY CAUSED BY OR RESULTING FROM FORCE MAJEURE OR ITS AFTERMATH, INCLUDING BUT NOT LIMITED TO FIRE, HAIL, SNOW, TYPHOONS, TSUNAMI, EARTHQUAKE, FLOOD, GALES, STORMS, INDUSTRIAL OR OTHER DUST PARTICLES, AIR POLLUTION, UNUSUAL TEMPERATURE, EXHAUST FUMES, NORMAL WEAR AND TEAR, DETERIORATION AND DAMAGE INHERENT TO OUTDOOR STORAGE, WAR, TERRORISM, VANDALISM, RIOT AND DISTURBANCES, STRIKES, LOCKOUTS, BLOCKADES OR LABOUR DISPUTES, BREAKDOWN OR INTERRUPTION OF COMMUNICATION MEANS, OR BY ANY OTHER EVENT GROUND OR CIRCUMSTANCE WHATSOEVER WHICH IS BEYOND THE COMPANY'S CONTROL. THE COMPANY IS ALSO NOT LIABLE FOR LOSS, DAMAGE OR DELAY OR LOSS DUE TO GOVERNMENT ACTION OR ACTION BY REGULATORY AUTHORITIES.**
- C) **THE COMPANY IS NOT LIABLE FOR ANY THEFT, SAVE WHERE SUCH THEFT IS DUE TO THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF THE COMPANY.**
- D) **THE COMPANY SHALL NOT IN ANY CIRCUMSTANCES WHATSOEVER BE LIABLE FOR 1) ANY LOSS OF PROFIT, LOSS OF MARKET, DISRUPTION OR INTERRUPTION OF BUSINESS, OR ANY CONSEQUENCES OF DELAY OR DEVIATION, WHATSOEVER OR HOWEVER CAUSED (WHETHER DIRECTLY OR INDIRECTLY); OR 2) ANY INDIRECT OR CONSEQUENTIAL OR SPECIAL LOSSES, DAMAGES, OR EXPENSES WHATSOEVER OR HOWEVER ARISING.**
- E) **THE CUSTOMER UNDERTAKES TO INDEMNIFY THE COMPANY AGAINST ALL LIABILITY, LOSS, DAMAGE AND COSTS, INCLUDING TAXES, CHARGES, DUTIES, LEVIES, AND EXPENDITURES ATTRIBUTABLE TO ACTING UPON THE CUSTOMER'S INSTRUCTIONS.**
- F) **THE CUSTOMER IS LIABLE FOR ANY LOSS OR DAMAGE IT CAUSES ITSELF OR IS CAUSED BY A THIRD PARTY TO VEHICLES, CHASSIS, TRAILERS, CONTAINERS AND/OR OTHER EQUIPMENT THAT ARE MADE AVAILABLE FOR THE TRANSPORT OF THE GOODS.**

12. LIMITATION OF LIABILITY

- A) **SUBJECT TO ANY MANDATORY PROVISIONS OF APPLICABLE LAWS AND/OR CONVENTIONS, AND UNLESS OTHERWISE AGREED BETWEEN THE PARTIES, THE COMPANY'S LIABILITY OF WHATEVER NATURE AND HOWSOEVER ARISING SHALL NOT EXCEED THE FREIGHT OR OTHER EXPENSES CHARGED BY THE COMPANY IN RESPECT OF THE GOODS CONCERNED OR A SUM OF US\$2.76 PER KILO OF THE GROSS WEIGHT OF THE GOODS OR PART THEREOF LOST, DAMAGED OR DELAYED, WHICHEVER SHALL BE THE LOWER.**
 - B) **WITHOUT PREJUDICE TO THE FOREGOING, IN ANY EVENT, THE COMPANY'S LIABILITY SHALL NOT EXCEED US\$3,000 FOR ANY ONE TRANSACTION (OR ONE TRANSPORT).**
- ### 13. CLAIMS
- A) **ANY PRELIMINARY NOTICE OF CLAIM AGAINST THE COMPANY SHALL BE MADE IN WRITING TO AND NOTIFIED TO THE COMPANY WITHIN 14 DAYS OF THE DATE FROM WHICH THE CUSTOMER BECOMES, OR OUGHT REASONABLY TO HAVE BECOME AWARE OF ANY EVENT OR OCCURRENCE ALLEGED TO GIVE RISE TO SUCH CLAIM, AND ANY PRELIMINARY NOTICE OF CLAIM NOT MADE AND NOTIFIED AS AFORESAID SHALL BE DEEMED TO BE WAIVED AND ABSOLUTELY BARRED, EXCEPT WHERE THE CUSTOMER CAN SHOW THAT IT WAS IMPOSSIBLE FOR HIM TO COMPLY WITH THIS TIME LIMIT, AND THAT HE HAS MADE THE CLAIM AS SOON AS IT WAS REASONABLY POSSIBLE FOR HIM TO DO SO. A FORMAL CLAIM SHALL BE MADE IN WRITING TO THE COMPANY WITHIN ONE YEAR FROM THE DATE WHEN THE GOODS CONCERNED ARE DELIVERED OR SHOULD HAVE BEEN DELIVERED. NO FORMAL CLAIM CAN BE MADE IF NO PRELIMINARY NOTICE OF CLAIM WAS MADE TO THE COMPANY AS AFORESAID.**

- B) **NOTWITHSTANDING THE PROVISIONS ABOVE, THE COMPANY SHALL IN ANY EVENT BE DISCHARGED OF ALL LIABILITY WHATSOEVER AND HOWSOEVER ARISING IN RESPECT OF ALL CLAIMS RESULTING FROM OR IN CONNECTION WITH THE TRANSPORT UNLESS SUIT IS BROUGHT AGAINST THE COMPANY WITHIN ONE YEAR FROM THE DATE WHEN THE GOODS CONCERNED ARE DELIVERED OR SHOULD HAVE BEEN DELIVERED.**

14. Jurisdiction and Law

- a) These General Terms and Conditions and any act or contract to which they apply shall be governed by and construed in accordance with the laws of the country where the Company is incorporated.
- b) All disputes, controversies or claims arising out of or in connection with this Contract shall be submitted to arbitration at the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the HKIAC Administered Arbitration Rules then in force. The Tribunal shall consist of three (3) arbitrators with each party appointing their own arbitrator and the two (2) arbitrators thus appointed shall appoint the third arbitrator. If a party fails to appoint an arbitrator within fourteen (14) days of receipt of a request to do so, the arbitrator appointed by the requesting party shall be the sole arbitrator and the decision of the sole arbitrator shall be final and binding on parties. Notwithstanding the above, the parties may agree in writing to vary these terms to provide for the appointment of a sole arbitrator. The Arbitration shall be conducted in the English language. The seat of arbitration shall be Hong Kong. The Tribunal's costs shall be borne by the losing party except as otherwise awarded by the Tribunal. The arbitration award shall be final and binding on the parties.

15. Final provision

If for whatever reason, in particular due to conflict with any mandatory laws, one or more provisions of these General Terms and Conditions becomes inapplicable, the remaining provisions will remain valid.