

台灣世天威物流有限公司

C. STEINWEG LOGISTICS (TAIWAN) CO., LTD.

地址: 台北市 110 基隆路一段 200 號六樓

Address: 6F, No.200, Sec. 1, Keelung Rd., Xinyi Dist., Taipei City 110, Taiwan

電話: 886-2-2758-2356

Main Line no.: 886-2-2758-2356

傳真: 886-2-2758-2778

Main Fax no.: 886-2-2758-2778

郵箱: [taipei@tw.steinweg.com](mailto:taipei@tw.steinweg.com)

Email: [taipei@tw.steinweg.com](mailto:taipei@tw.steinweg.com)



## C. Steinweg Logistics (Taiwan) Company Ltd

台灣世天威物流有限公司

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### General Terms And Conditions

通用商務條件

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## TABLE OF CONTENTS

ARTICLES	PAGE
<b>CHAPTER I – GENERAL</b>	
1. Applicability .....	6
2. Sectoral Terms and Conditions applied by the Company.....	7
3. Definitions and Interpretation.....	7
4. Warranty of Authority .....	9
5. Quotes, Rates and Tariffs .....	10
6. Formation of Contract .....	10
7. Performance of Services.....	11
8. Time is not of the Essence.....	12
9. Appointment of Subcontractors and Agents .....	12
10. General Payment Terms.....	13
11. Security; Lien .....	17
12. Customer's Representations and Warranties; Compliance and Sanction Rules.....	18
13. Indemnity.....	20
14. Exclusion of Liability.....	21
15. Limitation of Liability.....	24
<b>CHAPTER II – FORWARDING WORK CONDITIONS</b>	
16. Scope .....	26
17. Documents Relating to Goods .....	26
18. General Provisions regarding Forwarding Work and Description of Goods.....	27
19. Perishable Goods .....	29
20. Non-perishable Goods .....	29
21. Dangerous Goods.....	30
22. Precious Goods .....	31
23. Insurance.....	31
<b>CHAPTER III – WAREHOUSING WORK CONDITIONS</b>	
24. Delivery .....	32
25. General Provisions and Description of Goods.....	33
26. Condition .....	35
27. Weighing/Measuring.....	36
28. Place of Storage & Access.....	36
29. Latest Time for Instructions.....	37
30. Dangerous Goods.....	37
31. Perishable Goods .....	38
32. Precious Goods .....	38
33. Insurance.....	38
34. Removal of Goods .....	40
35. Special Measures.....	41
<b>CHAPTER IV – WARRANT PROVISIONS</b>	
36. Issue.....	42
37. Validity .....	44
38. Mutilations and Any Errors .....	45
39. Loss/Destruction.....	46
40. Storage/Transfer of Goods .....	46
41. Access to Goods.....	47
42. Execution of Work .....	47
43. Special Measures.....	48
44. Removal.....	48
45. Demand/Set-Off.....	49
46. Insurance.....	50
47. Alteration of Insured Value .....	51
<b>CHAPTER V – SHIPBROKING WORK CONDITIONS</b>	
47A. General Provisions .....	52

**CHAPTER VI – STEVEDORING WORK CONDITIONS**

47B.	General Provisions .....	55
47C.	Electronic Data Interchange .....	57
47D.	Dangerous Goods.....	57
47E.	Perishable Goods .....	58
47F.	Precious Goods .....	59
47G.	Insurance.....	59

**CHAPTER VII – ESCROW WORK CONDITIONS**

47H.	General Provisions .....	61
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**CHAPTER VIII – CONCLUDING PROVISIONS**

48.	Extinction of Claims .....	62
49.	Non-applicability of the Customer's Terms and Conditions .....	62
50.	Notices.....	62
51.	Severability.....	63
52.	Assignment .....	63
53.	Entire Agreement.....	63
54.	Variation .....	64
55.	Force Majeure .....	64
56.	Termination .....	65
57.	Confidentiality & Right To Disclose Customer Information.....	66
58.	Waiver .....	66
59.	Governing Law & Dispute Resolution Forum.....	67
60.	Online Services.....	67
61.	Language .....	67

Annex A .....	68
Annex B .....	70

## 目錄

條號	頁碼
第一章 通則	
第1條：適用範圍 .....	6
第2條：本公司適用之行業條款與條件 .....	7
第3條：定義與解釋 .....	8
第4條：權限之擔保 .....	9
第5條：報價、費率、關稅價格 .....	10
第6條：契約之成立 .....	11
第7條：工作之執行 .....	12
第8條：時間並非至關重要 .....	12
第9條：次承攬人與代理人之指定 .....	13
第10條：一般支付條款 .....	15
第11條：擔保；留置權 .....	17
第12條：客戶之聲明與擔保；遵循與制裁 .....	19
第13條：賠償 .....	21
第14條：免責條款 .....	23
第15條：責任之限制 .....	25
第二章 承攬運送條件	
第16條：範圍 .....	26
第17條：貨物相關文件 .....	27
第18條：服務與貨物描述之通用條款 .....	28
第19條：易腐爛貨物 .....	29
第20條：不易腐爛貨物 .....	30
第21條：危險貨物 .....	30
第22條：貴重貨物 .....	31
第23條：保險 .....	32
第三章 儲藏條款	
第24條：交付 .....	33
第25條：服務之一般條款與貨物之描述 .....	34
第26條：狀況 .....	35
第27條：秤重／測量 .....	36
第28條：儲藏之處所及進出 .....	36
第29條：指示之最後時間 .....	37
第30條：危險貨物 .....	37
第31條：易腐爛貨物 .....	38
第32條：貴重貨物 .....	38
第33條：保險 .....	39
第34條：貨物之移出 .....	41
第35條：特別措施 .....	42
第四章 倉單 條款	
第36條：簽發 .....	43
第37條：效力 .....	44
第38條：毀損 .....	45
第39條：滅失／銷毀 .....	46
第40條：貨物之儲藏／移轉 .....	47
第41條：貨物之接近 .....	47
第42條：工作之執行 .....	47
第43條：特殊措施 .....	48
第44條：移出 .....	49
第45條：請求／抵銷 .....	49
第46條：保險 .....	51
第47條：保險金額之變更 .....	51
第五章 船舶經紀工作條款	
第47條A：一般性條款 .....	54

第六章 裝卸工作條款	
第47條B：一般性條款.....	56
第47條C：電子信息之流.....	57
第47條D：危險貨物.....	58
第47條E：易腐敗之貨物.....	59
第47條F：貴重貨物.....	59
第47條G：保險.....	60
第七章 託管工作條款	
第47條H：一般款.....	61
第八章 最終條款	
第48條：請求權之消滅.....	62
第49條：客戶之條款與條件無適用餘地.....	62
第50條：通知 .....	63
第51條：可分割性 .....	63
第52條：轉讓 .....	63
第53條：全部合意 .....	64
第54條：變更 .....	64
第55條：不可抗力 .....	65
第56條：終止 .....	66
第57條：保密與揭露客戶資訊之權利.....	66
第58條：棄權 .....	67
第59條：準據法.....	67
第60條：在線服務 .....	67
第61條：語言 .....	67
附件A.....	68
附件B.....	70

**CHAPTER I – GENERAL****第一章 通則****Article 1: Applicability**

- 1.1 These general terms and conditions (“these Conditions”) shall be applicable to all and any business undertaken, including any advice, information or service provided by C. Steinweg Logistics (Taiwan) Company Ltd (“Company”) for a fee or otherwise. The Conditions shall be deemed to be incorporated in and form part of any contract made between the Company and any customer (“Customer”). For the avoidance of doubt, a Customer may refer to any one of the following:
- (a) a party who signs a contract with the Company;
  - (b) a holder of a warrant issued in accordance with Article 36.1 hereinbelow; and/or
  - (c) any party who has ownership of and/or title to the goods stored with the Company.
- 1.2 Chapters I, II, and VIII hereof apply to the legal relationship between the Company and all Customers in respect of the Company's Forwarding Work or related work. Chapters I, III and VIII hereof apply to the legal relationship between the Company and all Customers in respect of the Company's Warehousing Work or related work. Chapters I, IV and VIII hereof apply to the legal relationship between the Company and all Warrant Holders in respect of Warrants issued by the Company. Chapters I, V and VIII hereof apply to the legal relationship between the Company and all Customers in respect of the Company's Shipbroking Work. Chapters I, VI, and VIII hereof apply to the legal relationship between the Company and all Customers in respect of the Company's Stevedoring Work. Chapters I, VII, and VIII hereof apply to the legal relationship between the Company and all Customers in respect of the Company's Escrow Work.
- 1.3 These Conditions apply to all Services (whenever applied for or provided to the Customer) in addition to any specific terms or contract between the Company and the Customer (“Specific Terms”) except to the extent, if any, expressly excluded in the Specific Terms Provided However That:
- (a) in the event of conflict or inconsistency between any provision of the Specific Terms and these Conditions, such conflict or inconsistency shall, in the absence of any express agreement to the contrary, be resolved in a manner most favorable to the Company and to the exercise of the Company's rights and options with respect to any matter or issue to which the inconsistency or conflict relates subject always to such restrictions, limitations and prohibitions under applicable laws;
  - (b) only to the extent that such conflict or inconsistency cannot be so resolved, the provision of the Specific Terms shall prevail over the provision of these Conditions; and
  - (c) all rights conferred on the Company under these Conditions with respect to any matter or event shall be additional to the rights conferred on the Company under the Specific Terms or any other agreement with the Customer with respect to that matter or event.
- 1.4 These Conditions may further be supplemented by other conditions stipulated by third party service providers with whom the Company has made contracts for the purpose of carrying out the Services required by the Customer in connection with the goods.
- 1.5 The use of the Customer's own forms is no derogation of these Conditions.
- 1.6 The Company is not a common carrier and only deals with goods subject to these Conditions.

**第 1 條：適用範圍**

- 1.1 本通用商務條件（下稱「**本條件**」）對於台灣世天威物流有限公司（下稱「**本公司**」）所承攬之所有和任何業務均應適用，包括**本公司**所提供之任何建議、資訊或服務，不問該等業務有償與否。**本條件**應視為構成本公司與任何客戶（下稱「**客戶**」）所簽訂之任何契約之一部分。為杜爭議，所謂**客戶**包括下列任何一者：
- (a) 與**本公司**簽訂合約之當事人；

- (b) 依據第36.1條簽發之倉單 持有人；及（或）
  - (c) 就寄存於本公司之貨物享有所有權及（或）其他權利之任何人。
- 1.2 第一章、第二章與第八章適用於本公司與所有客戶間關於本公司承攬運送或相關工作之法律關係。第一章、第三章與第八章適用於本公司與所有客戶間關於本公司倉儲或相關工作之法律關係。第一章、第四章與第八章適用於本公司與所有倉單 持有人間關於本公司簽發倉單 之法律關係。第一章、第五章與第八章適用於本公司與客戶間關於本公司船舶經紀工作之法律關係。第一章、第六章與第八章適用於本公司與客戶間關於本公司裝卸工作之法律關係。第一章、第七章與第八章適用於本公司與客戶間關於本公司託管工作之法律關係。
- 1.3 除本公司與客戶間任何特定條款或契約（下稱「**特定條款**」）以外，**本條件** 對一切**服務**（不問何時對客戶適用或提供）亦均有其適用，但**特定條款**明示排除**本條件** 適用者，不在此限；惟：
- (a) **特定條款**與**本條件** 發生衝突或不一致時，除另有明文約定者外，此等衝突或不一致之解決，應以對於本公司最有利、且對於本公司就此等衝突或不一致相關之任何事項或爭議所得行使之權利及選擇最有利之方式為之，惟仍應受相關法律限制、約束及禁止之規範；
  - (b) 僅在此等衝突或不一致無法以此等方式加以解決之情形，**特定條款**之約定始應優先**本條件** 約定之適用；且
  - (c) 本公司就任何事項或事件除依據**特定條款**或與客戶簽訂之任何其他合約享有權利，就同一事項或事件亦享有**本條件** 所賦予本公司之一切權利。
- 1.4 本公司為依據客戶之要求就貨物提供服務，與第三方服務供應商簽訂契約者，該等契約所訂之其他條款得於**本條件** 之外補充適用之。
- 1.5 使用客戶自己之格式文本，仍不得違反**本條件** 。
- 1.6 本公司並非公共運送人，僅依據**本條件** 處理貨物。

## **Article 2: Sectoral Terms and Conditions Applied by the Company**

- 2.1 Unless specifically and in writing agreed otherwise, all Services rendered by the Company (including but not limited to Services such as chartering of trucks, barges, trains and/or vessels, even if these Services are performed pursuant to a transport order, or performed by the Company as a receiving agent and/or a customs agent) are performed by the Company acting in its capacity as a forwarder, a warehouse keeper, a shipbroker, a stevedore, and/or a provider of other logistic services.

### **第 2 條：本公司適用之行業條款與條件**

- 2.1 除另有書面特別約定者外，本公司提供之一切服務（包括但不限於貨車、駁船、火車及（或）船舶之租傭，即使本公司係依據運輸指令而提供服務之情形、以收貨代理人及（或）報關代理人之身份提供服務之情形亦然），均係本公司以承攬運送人、倉儲管理人、船舶經紀人、裝卸人、及（或）其他物流服務提供者之身份所為。

## **Article 3: Definitions and Interpretation**

- 3.1 The following words shall have the meanings assigned to them unless the context otherwise requires:
- (a) “Escrow Work” means the receipt of documents from one party, holding the same, and releasing the same on behalf of that party to another.
  - (b) “Forwarding Work” means the transport of goods from one place to another. Instructions for delivery C.O.D. against banker's draft, etc., shall be deemed to be forwarding work.
  - (c) “Means of Transport” means a facility designated for the transport of goods and/or people regardless of whether such facility is self-propelled or not.
  - (d) “Shipbroking Work” means the attending to and handling of ships and transportation matters by the Company acting as an intermediary for shipowners, carriers, time

charterers and/or masters. This includes, but is not limited to, the Company assisting in the concluding of contracts, and acting as customs agent, freight forwarder, or ship manager.

- (e) **“Services”** means all services performed by the Company at the request of the Customer including, but not limited to, Forwarding Work, Shipbroking Work, Stevedoring Work, and Warehousing Work.
- (f) **“Stevedoring Work”** means the loading and unloading of Means of Transports, including, but not limited to, the acceptance, temporary storage, shifting, weighing, repackaging, checking, ordering the checking, and/or delivery of goods, the execution of shipping activities and the use of floating cranes or other kinds of cranes.
- (g) **“Warehousing Work”** means the storage, delivery, or holding in custody of goods for which no warrant is in circulation and includes the issuance or the agreement to issue a warehouseman's receipt, delivery order, and/or release for similar purposes in respect of such goods.
- (h) **“Warehouse Receipt”** means a non-transferrable and non-negotiable instrument issued by the Company, confirming the receipt of the goods by the Company from the Customer or its agents, described in its heading as a receipt.
- (i) **“Warrant”** means a numbered, stamped and legally signed receipt, which should include all items required by applicable laws, described in its heading as a warrant in which it is certified that the holder is entitled to receive a specific quantity of goods of a specific kind;
- (j) **“Warrant Holder”** means a person who makes himself known as such to the Company by producing the Warrant; and
- (k) **“Last Known Warrant Holder”** means a person to whom a warrant has been issued and subsequently, the warrant holder whose written request to the Company to be regarded as such bears the most recent date, on the understanding however that the Company shall be entitled, but not obliged, to regard any other person as such if it has reason to assume that such other person is the last Warrant Holder.

**3.2** Words in the singular include the plural and visa versa and words imparting any gender (including the neutral gender) shall include any other gender. Article headings are for ease of reference only. “Person” and “party” include any company or association or body of persons, corporate or unincorporate.

### **第 3 條：定義與解釋**

**3.1** 除依前後文應另為解釋者外，相關用語應依下列定義：

- (a) **“託管工作”** 系指代表一方自他方接收文件，持有該文件，並為該他方發送文件予第三方；
- (b) **“承攬運送工作”** 係指將貨物自一地運輸至他地之工作。以銀行匯票等支付工具進行貨到付款之指示交貨，應視為承攬運送工作；
- (c) **“運輸工具”** 系指被指派作為運送貨物之設備，及/或人，不論該設備是否自行運作；
- (d) **“船舶經紀工作”** 系指本公司作為船舶所有權人、運送人、定期租船人，及(或)雇主之中間人參與並處理船舶及運送相關事宜。此等工作包括但不限於本公司協助締結契約及作為報關代理人、承攬運送人或船舶管理人；
- (e) **“服務”** 系指本公司經客戶請求提供之所有服務，包括但不限於承攬運送工作、船舶經紀工作、裝卸工作與倉儲工作；
- (f) **“裝卸工作”** 系指於運輸工具裝載及卸載，包括但不限於接收、暫時存放、搬運、秤重、重新包裝、檢查、提出檢查要求及/或交付貨物，以及執行船務活動和使用浮吊或其他種類起重機；
- (g) **“倉儲工作”** 係指就未有倉單 流通之貨物所為之儲藏、運送或保管工作，並包括倉庫收據、交或單、及/或關於此等貨物之類似目的之放行文件之簽發、或為此等簽發之合意；



- (h) “倉庫收據”係指由**本公司**簽發之不可移轉、不可轉讓之文件，用以確認**本公司**自**客戶**或其代理人收受貨物，且該等文件之標題表明為收據者；
- (i) “倉單”係指具有編碼、蓋印、記載有法律規定之應記載之事項、並經合法簽署之收據，其標題表明為倉單，用以證明持有人有權收受特定種類、特定數量貨物者；
- (j) “倉單持有人”係指向**本公司**提示倉單、藉以向**本公司**表明其係該等倉單持有人者；且
- (k) “最後倉單持有人”係指收受簽發倉單之人，以及其後以書面向**本公司**請求認定其為倉單持有人、且該等書面請求之日期為最後者，惟**本公司**有理由推定任何其他人為最後倉單持有人時，**本公司**應有權（但無義務）認定該他人為最後倉單持有人；

3.2 單數之用語應包含複數，反之亦然；且指涉任何性別（包括中性）之用語，應包括任何其他性別。條文標題僅為方便參考之用。「人」與「當事人」包括任何公司、或任何人之結社或群體，不問其是否為公司實體。

#### **Article 4: Warranty of Authority**

**4.1 In entering into any contract with the Company, the Customer expressly warrants that he is:**

- (a) **either the owner, or authorised agent of the owner, of the goods to which the contract relates. If the consignment or any part thereof is not the Customer's own unencumbered property, he shall be deemed for the purposes of the contract and these Conditions to be the agent of such owner or other interested party and warrants that he has the authority of all persons owning or having an interest in the consignment or any part thereof to enter into this contract and bind them as well as himself to these Conditions;**
- (b) **authorised to accept (and is accepting) these Conditions not only for himself but also as agent for and on behalf of all other persons who are or may thereafter become interested in the goods; and**
- (c) **contracting or dealing for business and commercial purposes and not for a consumer purpose.**

**4.2 The Customer shall indemnify the Company against any loss, damage or claims made upon the Company by virtue of any want of authority of the Customer to enter into any contract with the Company on behalf of any party having an interest in the goods or any part thereof.**

**4.3 Without prejudice to Article 4.1(a), the Company shall have the right to enforce its rights under these Conditions not only against the Customer but also if it thinks fit, against the sender and/or consignee and/or owner of the goods.**

#### **第 4 條：權限之擔保**

**4.1 與本公司簽訂任何契約時，客戶均明示擔保：**

- (a) 其係契約所涉貨物之所有人、或所有人之授權代理人。在委託之貨物之一部或全部並非**客戶**自己所有、且未設定擔保之財產時，於相關契約及**本條件**之範圍內，應視為該**客戶**係該等所有人或其他利害關係人之代理人，且該**客戶**擔保其有權限為就委託貨物之一部或全部享有所有權或其他利益之任何人簽訂契約、且使該等享有所有權或其他利益之任何人與**客戶**自己均受**本條件**拘束；
- (b) 其有權接受（且亦接受）**本條件**，且其接受**本條件**之權限，不僅係為自己接受，亦為就貨物現有、或未來可能發生利害關係之任何其他人士，以該等其他人之代理人身份接受；且
- (c) 係為其企業經營及商業目的進行締約或交易，而非為消費目的進行締約或交易。

**4.2 客戶**欠缺為就貨物之一部或全部享有任何權利之任何人與**本公司**簽訂任何契約之權限，致**本公司**發生任何損失、損害或致有對**本公司**提出任何請求者，**客戶**應就此等損失、損害與請求向**本公司**賠償。

**4.3 在不影響第4.1(a)條之前提下，本公司實施其依本條件所享有之權利時，除應有權向客戶為之，且於本公司認為適當時，亦有權向貨物之寄送人、及（或）受託人、及（或）所有人為之。**

## **Article 5: Quotes, Rates and Tariffs**

- 5.1 If requested, the Company shall provide a quotation to the Customer. Unless otherwise agreed, a quotation constitutes an invitation to treat only.
- 5.2 All quotations given by the Company may be withdrawn or revised by the Company prior to the Customer placing an order based on that quotation.
- 5.3 After the Customer has submitted an order to the Company based on a quotation, the Company may still revise the quotation with or without notice to the Customer if there are cost-increasing factors beyond the control of the Company. Such factors include, but are not limited to, changes in currency exchange rates, rates of freight, insurance premiums, general port charges, government charges, taxes, and any other rates or charges on which the quotation was based or which had not been taken into account during the provision of the quotation but which are relevant to it.
- 5.4 Where the prices charged by its suppliers or wages, social and/or other charges, freights and/or import duties and/or insurance premiums and other costs, under whatever title, are subject to increases or surcharges after the date on which the order is accepted, the Company shall be entitled to apply such surcharges accordingly to the rates and tariffs of ongoing orders; this shall be binding upon the Customer.
- 5.4A Where additional charges or taxes are imposed on the Services provided by the Company in connection with the Company's performance of the contract or any Services, the Company shall be entitled to pass these additional costs to the Customer. This shall be binding on the Customer.
- 5.5 Unless specifically in writing agreed otherwise, the Company is entitled to yearly adjustments in rates and tariffs, pursuant to any increase of costs, such as but not limited to costs of labour, equipment and fuel.
- 5.5A Where the Company has been engaged to provide Shipbroking Work, and where such work is considered by the Company to be special, particularly time-consuming, or exhaustive, an equitable extra remuneration may be charged at the discretion of the Company, unless agreed otherwise between the Company and the Customer.

### **第 5 條：報價、費率、關稅價格**

- 5.1 如經請求，本公司應向客戶提供報價。除另有約定者外，報價僅構成要約之誘引。
- 5.2 本公司提供任何報價後、未經客戶依據該報價做出要約前，本公司均得予以撤回或修改。
- 5.3 客戶依據報價做出要約後，若報價基於本公司無法掌控之因素發生變動，則本公司仍得修改報價，是否有向客戶為通知要非所問。該些因素包括但不限於報價依據之匯率、運費、保險費、一般港口費用、政府機關費用、稅、任何其他費率或費用或未納入報價條款考量但相關之因素。
- 5.4 若本公司供應商所收取之費用、或工資、社會及（或）其他費用、運費、及（或）進口關稅、及（或）保險費及其他任何名義之成本，係在訂單接受日後仍有發生增加或額外課徵者，則本公司應有權依此對進行中訂單之費率及關稅價格適用此等額外課徵；此對客戶應具有拘束力。
- 5.4A 本公司履行契約或提供任服務所增加之附加費用及稅，本公司有權將該些附加費用或稅轉由客戶支付，此對客戶應具有拘束力。
- 5.5 除另有書面約定者外，本公司有權依據任何成本（包括但不限於勞動成本、設備成本、燃料成本）之增加，對本公司之費率及關稅價格進行年度調整。
- 5.5A 本公司提供船舶經紀工作時，當本公司認為從事該些工作花費特別、特定時間或特別耗費精力時，本公司對收取相當之額外費用有裁量權，除與客戶間另有約定。

## **Article 6: Formation of Contract**

- 6.1 The Customer is required to issue to the Company all orders and instructions regarding the goods in writing. Verbal or telephone communications or arrangements shall only be binding on the Company if immediately followed by a written confirmation. The Company has absolute discretion whether or not to accept any order or instruction from the Customer. The Company is

entitled to refuse to accept any order or instruction for any Services without any obligation to provide any reasons.

- 6.2 A contract between the Customer and the Company shall only come into effect on the date of the Company's written acceptance of any order or instruction from the Customer (incorporating these Conditions).
- 6.3 The Customer may not assign or transfer the benefit of, and rights under, any contract made with the Company without the prior written consent of the Company. Such consent may be subject to such additional terms as the Company deems necessary, including the execution of a tripartite agreement with the third party.

#### 第 6 條：契約之成立

- 6.1 客戶對本公司所為之一切關於貨物之訂單及指示，均應以書面為之。口頭或電話溝通或安排，除立即以書面予以確認者外，否則對本公司不生拘束力。對於客戶之任何訂單或指示，本公司均具有絕對之裁量權限決定是否予以接受。本公司有權拒絕接受任何訂單或任何服務之指示，且本公司並無義務就此等拒絕說明任何理由。
- 6.2 客戶與本公司間之契約，僅在本公司以書面接受客戶之任何訂單或指示（並納入本條件）之日，始生效力。
- 6.3 未經本公司事前書面同意前，客戶不得就其與本公司任何契約下之利益或權利予以轉讓或移轉。本公司為同意時，得附加本公司認為必要之附加條款，包括與該第三方共同簽署三方合約。

#### Article 7: Performance of Services

- 7.1 Upon the request of any Customer and at the Customer's cost, the Company may issue Warrants, Warehouse Receipts, holding confirmations, releases and such other documents in respect of the goods stored or handled by the Company to the order of the Customer or such other person as may be instructed by the Customer. All such documents are issued in accordance with, and are subject to, these Conditions and any other terms and conditions imposed by the Company from time to time. Customers and Warrant Holders shall not refer to any other condition, regulation or stipulation insofar as the same conflicts with these Conditions.
- 7.2 The Customer shall be and remain responsible for any approval, review, registration or filing procedures required by any relevant laws applicable to the issuance or transfer of the Warrant, pledge or release of the goods. The Customer shall indemnify the Company for any losses and damages whatsoever and howsoever arising out of or in connection with the Customer's failure to execute any of the foregoing as required by the relevant and applicable laws.
- 7.3 Services which are not specifically part of Forwarding Work, Warehousing Work, Shipbroking Work, or Stevedoring Work (including work performed by carriers, insurance agents, and superintending firms) referred to in these Conditions may be governed by other conditions customary to the particular trade or stipulated to be applicable. In the event of any conflict between such other conditions and these Conditions, it shall be for the Company to decide which provisions it claims the benefit of.
- 7.4 Once an order or instructions has been accepted by the Company, the Customer may not change or terminate the order or instruction without the Company's prior written consent. If the Customer terminates such order or instruction unilaterally, the Company shall be entitled to claim against the Customer any expenses which it has incurred prior to the termination and all loss and damage arising from such termination.
- 7.5 The Company shall perform all orders and instructions in such manner as it deems fit and in accordance with these Conditions. Unless otherwise agreed with the Customer, the Company reserves the rights to determine the means, route and procedures to be followed in the handling, storage, custody, transportation, release, delivery and/or forwarding of any goods belonging to the Customer which have been delivered into the Company's possession.
- 7.6 Notwithstanding any specific order or instruction from the Customer, if the Company takes the view that it is necessary or desirable in the interests of the Customers to depart from the Customer's order or instruction, the Company shall be at liberty to do so. All costs and expenses reasonably incurred thereby shall be for the Customer's account.

## 第 7 條：服務之提供

- 7.1 經任何**客戶**要求、且由該**客戶**負擔成本時，**本公司**得就其依據**客戶**或**客戶**所指示之其他人之訂單所儲藏或處理之貨物，簽發倉單、倉庫收據、持有確認書、放行文件及其他文件。一切此等文件之簽發，均係依據、且受**本條件**及**本公司**隨時要求之任何其他條款與條件之規範。任何其他條款、規範或約款與**本條件**發生衝突時，**客戶**及倉單持有人均不得予以引用。
- 7.2 **客戶**應有義務依據對貨物之倉單、質押或放行文件之簽發或移轉有其適用之任何相關法律，處理任何核准、審查、登記或申請程序。**客戶**怠於依據任何法律執行前述任何事項，致**本公司**發生任何相關損失或損害者，不問此等損失或損害為何、亦不問其如何發生，**客戶**均應就任何此等損失或損害對**本公司**予以賠償。
- 7.3 服務，並非特定構成**本條件**所稱之承攬運送工作、倉儲工作、船舶經紀工作或裝卸工作（包括運送人、保險代理人、監督公司所進行之工作）者，可能受到特定交易通常適用之其他條款、或依約款應予適用之其他條款之規範。此等其他條款與**本條件**發生任何衝突時，應由**本公司**決定依據何者主張其利益。
- 7.4 訂單或指示經**本公司**接受後，未經**本公司**事前書面同意前，**客戶**不得變更或終止訂單或指示。若**客戶**單方終止此等訂單或指示，則**本公司**應有權向**客戶**請求**本公司**於此等終止前已經發生之任何費用、以及因為此等終止發生之一切損失與損害。
- 7.5 **本公司**就一切訂單與指示之履行，均應以**本公司**認為適當、且符合**本條件**之方式為之。除與**客戶**另有約定者外，**客戶**之貨物經交付予**本公司**持有者，**本公司**就任何此等貨物之處理、儲藏、保管、運輸、放行、交付及（或）承攬運送，保留決定其方式、路徑與程序之權利。
- 7.6 即使**客戶**已有任何特定之訂單或指示，**本公司**認為為**客戶**之利益有必要、或允宜違背**客戶**之訂單或指示時，**本公司**應有權依此判斷違背**客戶**之訂單或指示；因此所生之合理成本及費用，均應由**客戶**負擔之。

## **Article 8: Time is not of the Essence**

- 8.1 **Time shall not be the essence of any contract in relation to the performance of Services by the Company under these Conditions. Any statement by the Customer in relation to time for delivery shall be an estimate only and shall not be binding on the Company.**
- 8.2 **The Company shall arrange, at its sole discretion, the rate of speed at which the Services shall be delivered. The rate of speed shall as much as possible be commensurate with the Customer's requirements but the Company shall not be liable for any loss, damage or expense incurred for and on behalf of or by the Customer should the rate of speed at which the Services are delivered be slower than that required by the Customer.**

## 第 8 條：時間並非至關重要

- 8.1 就**本公司**依據**本條件**履行服務之任何相關契約而言，時間均非至關重要。**客戶**就履行時間之任何說明，均應僅為估算之時間，且均不對**本公司**發生任何拘束力。
- 8.2 **本公司**應有絕對之裁量權限安排各項服務之履行速度。履行服務之速度應盡可能符合**客戶**之要求，惟若履行服務之速度未達**客戶**之要求，致使**客戶**因而發生任何損失、損害或費用者，**本公司**不就任何此等損失、損害或費用負擔責任。

## **Article 9: Appointment of Subcontractors and Agents**

- 9.1 **The Company may engage agents and/or subcontractors to carry out any Services which it has agreed to deliver to the Customer whether in accordance with these Conditions or any other contract between the Company and the Customer.**
- 9.2 **All such agents and/or subcontractors engaged by the Company in accordance with Article 9.1 above shall be under no liability to the Customer or any one claiming through the Customer under any contract between the Company and the Customer or otherwise, save to the extent provided for under these Conditions. Such agents and/or subcontractors engaged by the Company shall be entitled to enforce the rights and benefits of the Company under these Conditions.**

- 9.3 Save as otherwise provided, any other person who is not a party to the contract between the Customer and the Company shall have no rights whether under the Contract (Rights of Third Parties) (Article 269 of Taiwan's Civil Code) or otherwise to enforce any provision of such contract or these Conditions.

**第 9 條：次承攬人與代理人之指定**

- 9.1 本公司不論是依本條件或本公司與客戶間任何契約而向客戶提供之任何服務，均得經由本公司代理人及（或）次承攬人予以提供。
- 9.2 前項代理人及（或）次承攬人，除在本條件另有規定外，對客戶或經由客戶之任何人基於本公司與客戶間任何契約或其他約定所做之要求不負任何責任。本公司之代理人及（或）次承攬人有權執行本公司基於本條件獲得之權利或利益。
- 9.3 除另有約定者外，任何人若非客戶與本公司間契約之當事人，即應無權依據契約（第三人權利）法（即民法第269條）或其他規定執行此等契約之任何條款或本條件之任何條款。

**Article 10: General Payment Terms**

- 10.0 Unless agreed otherwise between the Customer and the Company, the Customer agrees and accepts that the Company shall have the discretion to charge the Customer the Company's prevailing rates for performing the Services to the Customer.
- 10.1 All monies due and owing to the Company by the Customer for work done or to be done in connection with any Services performed by the Company shall be payable in accordance with the Company's invoice or as may be agreed otherwise between the parties without any set-off, rebate, claim or counterclaim.
- 10.1A The Customer acknowledges and accepts that all invoices issued by the Company for Services rendered by the Company under these Conditions or any contract between the Company and the Customer shall be conclusive evidence of the amount of monies due and owing to the Company, save where there is a patent or manifest error in such invoices.
- 10.1B Payment must be effected in the manner specified by the Company and must be received either by the Company or by the Company's designated recipient as the Company may direct. Payment to a representative of the Company does not release the Customer from its payment obligations to the Company under these Conditions or any contract between the Company and the Customer.
- 10.2 Unless the contrary is stipulated, contract prices in any quotation given by the Company to the Customer exclude *inter alia*:
- (a) postage, printer, telegram and telephone charges, stamps;
  - (b) duties, taxes, imposts, levies, deposits or outlay of any kind levied by the authorities at any port or place for or in connection with the goods;
  - (c) consular and attestation fees, customs formalities;
  - (d) cost of preparing shipping documents and bankers' guarantees;
  - (e) cost of freight;
  - (f) cost of stevedoring, superintending, weighing, measuring, tallying, taring, sampling and repairing;
  - (g) bundling or rebundling / packing or repacking / carriage;
  - (h) additional costs of handling heavy objects;
  - (i) insurance premiums;
  - (j) warehousing charges and/or quayside/wharfage charges due to consignments missing a connection;
  - (k) demurrage for detention or delay of vessels, trucks or other transport;

- (l) hire of tarpaulins;
- (m) overtime pay / cost due to working in evenings / nights / Saturdays / Sundays /public holidays;
- (n) cost of providing watchmen;
- (o) brokerages, commissions, allowances and other remunerations;
- (p) payments, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith;
- (q) additional costs due to work of a special nature, unusual jobs or work requiring additional time and/or effort; and
- (r) any other out-of-pocket expenses.

10.3 All costs in Article 10.2 above are to be borne by the Customer.

10.4 In the event of the non-availability of the means of transport used by or on behalf of the Customer or in the event of any defect of such means of transport, the Customer shall indemnify the Company for all costs and/or damages incurred by the Company therefrom, including but not limited to the costs of making provisions for such non-availability or defect of the means of transport and the Company's loss of expectation income from *inter alia* the rental of warehouse space. The Company is entitled to suspend its services until such payment is received from the Customer by the Company.

10.5 When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the Customer shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.

10.6 The risk of fluctuations in foreign currency exchange shall be borne by the Customer.

10.7 If the Customer does not punctually pay any payment on its due date or upon notification by the Company, the Company may at its sole discretion impose late payment interest at the rate of 1% per month from the due date up to and including the date of receipt of payment by the Company, and/or for any administrative charge and all related legal expenses incurred in connection therewith at such sum as determined by the Company.

10.8 The Customer shall bear and pay all taxes (including goods and services taxes), duties, levies, and other similar charges (and any related interest and penalties) however designated, imposed under any applicable law in Taiwan and any other jurisdiction outside Taiwan with respect to the provision of any Services or on any fees and charges or payment due or payable to the Company (with the exception that the Company shall be liable for any payable corporate income tax in Taiwan on fees it receives for its provision of such Services to Customer) ("Taxes"). If the Customer is required under any applicable law to deduct or withhold any sum as Taxes imposed on or in respect of any amount due or payable to the Company, the Customer shall make such deduction or withholding as required and the amount payable to the Company shall be increased by any such amount necessary to ensure that the Company receives a net amount equal to that which it would have received in the absence of such deduction or withholding.

10.9 The Customer shall accede to the Company's request at any time for prepayment from the Customer for any costs and expenses which may be incurred in relation to the Services. Such prepayment received from the Customer may be used to set off any sum payable by the Customer to the Company. If the Customer refuses to provide such prepayment upon request, the Company shall be entitled to refuse, suspend, interrupt, or terminate the services contracted for, without providing any written warning, notice of default, or judicial interposition. The Company shall at no time be under any obligation to make any payments whatsoever to perform any Services on behalf of the Customer until it has received the required prepayments.

10.9A Any challenge to an invoice from the Company shall not suspend the Customer's payment obligations to the Company under these Conditions or any contract between the Company and the Customer.

10.10 All sums incurred by the Customer and payable to the Company under these Conditions or any contract between the Company and the Customer shall become immediately due and payable to

the Company on the Company's demand upon the occurrence of any of the following events:

- (a) the Customer cancels in whole or in part any of the Services it has requested the Company to perform;
- (b) the Customer ceases its activities in whole or in part;
- (c) the Customer disposes or transfers its assets in whole or in part;
- (d) in the event any contract between the Company and the Customer is terminated for any reasons; or
- (e) the Customer becomes insolvent, goes into liquidation (voluntary or involuntary, or provisional or otherwise), enters into any composition or arrangement with its creditors generally, is unable to pay its debts or whose assets are placed in the hands of a receiver or receiver and manager or has a liquidator appointed over it or its assets, or if any action is taken to wind up the Customer.

10.11 In such cases the Company shall also be entitled to terminate its legal relationship with the Customer with immediate effect, without prejudice to the Company's right to claim damages.

10.12 All sums payable by the Customer in accordance with this Article 10 shall not be subject to any offset by the Customer for any sums that may be due from the Company to the Customer.

10.13 All sums paid by the Customer to the Company shall be deemed to have been made on account of non-preferential debts, notwithstanding any instructions to the contrary from the Customer.

#### 第 10 條：一般支付條款

10.0 客戶同意及接受本公司對提供服務收取之費用之現行匯率有裁量權。除本公司與客戶另有約定。

10.1 當本公司提供之相關服務已完成、或即將完成，客戶基於此等服務對本公司積欠且屆期之款項，應依據本公司之發票、或當事人另外達成之合意進行付款，且付款時不得有抵銷、退款、請求或相反請求。

10.1A 客戶認知且接受，本公司依本條件提供服務所開立之發票或本公司與客戶間之任何合約，皆作為客戶對本公司積欠且屆期之一切款項之確實證據，除此等發票存在明顯或顯然之錯誤。

10.1B 支付須以本公司特定之方式對本公司或本公司指定之受款人為之，始得生效。對本公司代表人所為之支付無法免除客戶依本條件對本公司負有之支付義務或本公司與客戶間任何契約義務。

10.2 除另有相反約定者外，本公司對客戶所提報價之契約金額，不包含下列等事項：

- (a) 郵資、複印費、電傳、電話費、郵票；
- (b) 主管機關於任何港埠或處所對貨物相關所課徵之任何種類之關稅、稅、捐、押金或費用；
- (c) 領事及見證費、海關手續費；
- (d) 為製發船務文件及銀行擔保所生成本；
- (e) 貨運費用；
- (f) 裝卸、監督、秤重、測量、記錄、確定皮重、抽樣與維修成本；
- (g) 網裝或再網裝、包裝或再包裝、運送；
- (h) 搬運重物附加費用；
- (i) 保險費；
- (j) 因委託貨物誤失接繼點所致倉儲費用及（或）碼頭使用費或繫船費；
- (k) 船舶、貨車或其他運輸工具之留滯或遲誤費用；

- (l) 防水布之租用；
- (m) 因於晚間、夜間、週六、週日、國定假日工作所生加班費用或成本；
- (n) 看管人僱用費；
- (o) 經紀費、佣金、津貼及其他報酬；
- (p) 本公司因此所發生或負擔之任何款項、罰鍰、費用、損失或損害；
- (q) 因特殊性質工作、非平常工作、或需要額外時間及（或）勞務之工作所生額外成本；
- (r) 任何其他墊付費用。

10.3 前述第10.2條所稱一切費用，均由**客戶**負擔。

10.4 **客戶**自己所使用、或為**客戶**所使用之任何運輸工具發生無法取得或瑕疵之情形者，**客戶**應向**本公司**賠償**本公司**因此發生之一切成本及（或）損失，包括但不限於為補救此等無法取得或瑕疵情形所生成成本、以及**本公司**就倉儲空間之出租等事項所生之預期收入損失。**本公司**自**客戶**收取此等款項前，**本公司**有權中止服務。

10.5 貨物之收受或處理所由依據之指示係向受讓人或任何其他人收取運費、關稅、稅捐或其他費用者，若此等受讓人或其他人怠於在此等費用屆期時立即支付，則**客戶**仍應負責此等費用之支付。

10.6 外匯匯率波動之風險，應由**客戶**負擔。

10.7 **客戶**未於款項屆期時或**本公司**通知時及時付款者，**本公司**得專依其裁量決定收取自屆期日起、至（含）**本公司**收受款項日止以月利率百分之一計算之遲延利息、及（或）**本公司**決定其款項之任何行政費用及因此所支出之相關法律費用。

10.8 與**服務**之提供、或與應向**本公司**支付之任何費用或款項相關之任何稅（包括貨物及服務稅）、捐、課徵及其他類似費用（以及任何相關之利息及處罰），不問其名目為何、亦不問係依據台灣或台灣以外任何法域之任何相關法律所課徵者（下稱「**稅捐**」），除了**本公司**應就其提供予**客戶**之服務所收取之服務費而應課徵之營利事業所得稅負責外，其他均應由**客戶**負擔之。在**客戶**依據任何法律，須就任何應向**本公司**支付之任何款項扣除或保留任何款項作為**稅捐**之情形，**客戶**除應依規定進行此等扣除或保留，並應就應向**本公司**支付之款項予以增加至必要程度，以確保**本公司**收受之淨額等同於無此等扣除或保留時所應收受之淨額。

10.9 **本公司**得隨時要求**客戶**預先支付服務可能衍生之任何成本及費用，**客戶**應同意支付之。**客戶**所支付之此等預付款項，得用以抵銷**客戶**應向**本公司**支付之任何款項。若**客戶**拒絕預先支付此等款項，**本公司**有權在未提出書面警告、不履行通知書或司法干涉之情況下，拒絕、暫停、中斷或終止契約訂定之服務。**本公司**於收受要求之款項前，無義務代表**客戶**就提供服務支出任何費用。

10.9A **客戶**就**本條件**之支付義務及與**本公司**間之契約，不因對**本公司**開立之發票有疑問而中止。

10.10 當以下情況發生時，就**本條件**及**本公司**與**客戶**間之契約，**客戶**所生之所有款項將立即到期，並依**本公司**之請求支付予**本公司**：

- (a) **客戶**取消向**本公司**請求之全部或部分服務；
- (b) **客戶**暫停其部分或全部活動；
- (c) **客戶**處置或移轉其全部或一部資產；
- (d) 當**本公司**與**客戶**間之任何契約基於任何理由終止時；或
- (e) 當**客戶**無能力清償、進入破產清算（不論自願、非自願、暫時或永久）、與債權人達成任何和解協議、或無法償還債務或其資產已移轉於接收者或接收者之經理人手中、或**客戶**或其資產已交由選派之清算人管理、或有任何結束**客戶**營業之行為時。



- 10.11 在前述情況下，**本公司**有權終止與**客戶**間之法律關係並立即生效，且**不影響本公司**請求損害賠償之權利。
- 10.12 **客戶**根據第10條應支付之款項，不得就**本公司**對**客戶**到期之任何款項為任何抵銷。
- 10.13 **客戶**對**本公司**支付之所有款項，應被視為非優惠性債務，即使與**客戶**之指示相違背。

#### **Article 11: Security; Lien**

- 11.1 The Company may, to the extent permitted by applicable laws, and at the expense and risk of the Customer:
- (a) require the Customer to furnish a deposit or guarantee for monies which the Customer is or may be indebted to the Company for Services rendered under these Conditions, or a security for the payment of freight, duties and/or other costs as required by any authority or third party (for which the Company shall not be obliged to furnish out of its own resources but if the Company has furnished security out of its own resources, it may demand from the Customer immediate payment of the amount for which security has been furnished); and/or
  - (b) retain goods, documents and monies that the Company has or may have in its possession as security for all monies due and owing by the Customer or owner of the goods to the Company until all such monies have been paid in full; or if the goods are forwarded on, until after collection of any monies due on delivery; or until a bill (with the shipping documents annexed) is drawn.
- 11.2.1 In the event the Customer fails to provide the security stated in Article 11.1 above within 30 days of such request by the Company, the Company shall be entitled to refuse to perform or suspend the performance of any of the Services under these Conditions or in any agreement between the Company and the Customer or terminate any contract between them with immediate effect without judicial intervention and without any obligation upon the Company to pay any form of compensation. The Company shall at no time be under any obligation to make any payments whatsoever to perform any Services or on behalf of the Customer until it has received the required deposit or guarantee for monies.
- 11.3 If the Company has not been paid any outstanding monies due and owing to it by the Customer for services rendered under any contract and these Conditions, or if the goods remain uncollected by the Customer, the Company should give the Customer a one-month advance notice requesting that the Customer pay the outstanding monies or else collect the goods. If the Customer fails to do so within the one-month period, the Company shall further be entitled to exercise its general right of lien over the affected goods in storage by the Company anywhere in the world.
- 11.4 Until the sums due and owing by the Customer have been received, during the currency of the lien, the Company is entitled to be paid storage charges at the same rate agreed prior to the exercise of the Company's right of lien, or at the rate in force immediately prior to termination.
- 11.5 In exercising its right of lien, the Company may sell or otherwise dispose the goods in any manner the Company deems fit including by way of a private treaty or auction and subject to the restrictions stipulated by applicable laws, at such price determined solely by the Company. The proceeds from such sale shall then be applied towards the costs for conducting such sale, followed by the satisfaction of all the outstanding monies, and any balance thereafter shall paid to the Customer.
- 11.6 The Customer agrees and acknowledges that the lien ranks in priority to any other security right that it may give to any other person in relation to the goods sold or disposed hereunder.

#### **第 11 條：擔保；留置權**

- 11.1 **本公司**在法律允許之範圍下得為下列事項，其費用及風險由**客戶**負擔之：
- (a) **本公司**得要求**客戶**就其因**本公司**依據**本條件** 提供之服務而向**本公司**已經發生或可能發生之任何債務提供押金或擔保，或就任何主管機關或第三方可能要求之運費、稅捐及（或）其他費用提供擔保（**本公司**不應被要求以其自己之資源提供此等擔保，惟若**本公司**已經以自己之資源提供此等擔保，則**本公司**得要求**客戶**於**本公司**提供此等擔保時立即支付此等擔保所擔保之款項）；及（或）

- (b) 客戶或貨物所有人向本公司積欠之一切款項完全償付前、或（在承攬運送貨物之情形）於因運送所生之一切款項收取前、或於開立提單（並附加船務文件）前，本公司得留置其所持有或可能持有之貨物、文件及款項作為擔保。
- 11.2 客戶怠於依據前述第11.1條自本公司提出請求後30天內提供擔保者，本公司應有權拒絕提供或暫停任何依據本條件提供之服務及與客戶間任何契約，或終止本公司與客戶間任何契約。此等終止不待任何司法程序立即生效，且本公司不負任何形式之賠償義務。本公司於收受要求之押金或擔保前，無義務代表客戶就提供服務做任何支付。
- 11.3 本公司因任何契約及本條件所提供之服務應向客戶收取之任何屆期款項未經清償者，或客戶雖經通知但仍未收取貨物者，本公司應於至少於一個月前發書面通知予客戶要求客戶清償已屆期之款項或收取貨物。倘客戶未於一個月期限內清償已屆期之款項或收取貨物，本公司應另有就本公司於全世界任何處所儲藏之相關貨物行使一般留置權之權利。
- 11.4 留置權行使期間，本公司於自客戶收取積欠款項前，本公司有權依據本公司行使留置權前雙方同意之費率、或依據終止前有效之費率，收取倉儲費用。
- 11.5 行使留置權時，本公司得以其認為適合之任何方式私議或拍賣之方式賣出或以其他方式處分貨物，其價格於法律之限制下，應完全由本公司自行決定；其所得應先用以支付此等處分之費用、次用以清償一切屆期款項，若有任何剩餘款項，則應支付客戶。
- 11.6 客戶同意並認知：該等留置權之順位，優於客戶就賣出或處分貨物可能已經賦予任何其他人之任何其他擔保權利。

#### **Article 12: Customer's Representations and Warranties; Compliance and Sanction Rules**

##### **12.1 The Customer warrants to the Company that:**

- (a) the Customer shall not deliver to the Company any consignment containing dangerous, verminous, infested, contaminated or condemned goods unless he has given to the Company in writing full details of the same and obtained the written agreement of the Company to the delivery of such consignment;
- (b) except where the Company is instructed in writing to pack the goods, all goods to be delivered to the Company shall have been properly and sufficiently packed and/or prepared;
- (c) all descriptions, values and other particulars of the goods furnished to the Company (whether for customs, consular and any other purpose) are accurate and complete;
- (d) in the absence of written notice to the contrary given to the Company at the time of delivery of the goods, all goods (including the packaging thereof) shall be fit to be carried and stored;
- (e) the Customer shall not deliver to the Company any goods which the Customer and/or the Company is not permitted under Taiwan laws to possess ("Illegal Goods"); and
- (f) the information it provides to the Company pursuant to Articles 18.2 and 25.2 are true and accurate and shall continue to be true and accurate until such time that the Company no longer requires such information for the performance of the Warehousing Work and Forwarding Work.

##### **12.2 The Customer represents and warrants that:**

- (a) it will comply with all applicable sanctions and restrictions laid down in and ensuing from all relevant US, UN, EU, Taiwan or other relevant authorities' sanctions and export control regulations in force at the conclusion of its contract with the Company and during its performance;
- (b) it will not directly or indirectly pay, offer, give, promise to pay or give, or authorize the payment or giving of, any money or anything of value to any person or entity for the purpose of illegally or improperly including a decision or retaining business or any advantage in connection with its contract with the Company; and

- (c) it will comply with all applicable country laws relating to anti-corruption or anti-bribery, including the Taiwan Anti-Corruption Act, the UK Bribery Act, the US Foreign Corrupt Practices Act and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions as well as legislation implementing this OECD Convention.

The Customer will fully indemnify and hold harmless the Company against any claim, fine, penalty or other damage to the Company arising from or related to any breach by the Customer of its representations and warranties under this Article 12.2.

**12.3 Without prejudice to Article 56, the Company is entitled to immediately terminate any contract it has with the Customer if it reasonably suspects that:**

- (a) the goods are directly or indirectly intended for any country subject to a sanction pursuant to US, UN, EU, Taiwan or other relevant authorities' regulations for the goods in question, without an exemption or license having been obtained for this purpose by a competent authority; or
- (b) the Customer intends to violate or violates the obligations and/or legislation relating to anti-corruption or anti-bribery as mentioned in Article 12.2.

**12.4 Following the termination of the contract between the Company and the Customer under Article 12.3, any and all obligations of the Company under such contract will lapse immediately. The Customer will fully indemnify and hold harmless the Company against any claim, fine, penalty or other damage to the Company arising from or related to such termination.**

## **第 12 條：客戶之聲明與擔保；遵循與制裁**

**12.1 客戶向本公司擔保下列事項：**

- (a) 客戶向本公司交付之任何委託貨物，均不得含有任何危險、受病蟲害侵染、受污染或劣質貨物，但客戶已向本公司以書面完全說明細節、且已取得本公司書面同意運送此等委託貨物者，不在此限；
- (b) 除已書面指示本公司進行包裝者外，向本公司交付之一切貨物，均應予以適當、完整包裝及（或）準備；
- (c) 客戶就貨物向本公司提供之一切描述、價值及其他內容（不問其係為關務、領事或任何其他目的所提供）均屬正確、完整；
- (d) 除於貨物交付本公司時另有書面通知本公司者外，一切貨物（包括其包裝）均應適於運送及倉儲；
- (e) 客戶不得交付本公司任何依台灣法律客戶及(或)本公司不得持有之物(以下簡稱“非法貨物”)；
- (f) 依第18.2條和第25.2條提供給本公司之資訊應持續真實且正確，直到本公司不再需要該些資訊以執行倉儲工作及承攬運送工作為止。

**12.2 客戶向本公司聲明與擔保：**

- (a) 在客戶與本公司契約期間內，客戶將遵守所有美國、聯合國、英國、歐盟、台灣或其他相關政府有效之制裁與出口管制法規所訂定之裁罰與限制；
- (b) 客戶不會基於非法或不正當目的，直接或間接地向任何人或企業支付、提供、給予、承諾支付或給予，或授權支付或給予任何金錢或利益，包含任何涉及與本公司契約有關之決定、維持業務或其他任何利益；和
- (c) 客戶將遵守現行有關反貪腐或反賄賂之國家法律，包含台灣貪汙治罪條例、英國反賄賂法、美國海外反腐敗法以及經濟合作暨發展組織之打擊賄賂外國公職人員公約與實施該公約之國內施行法。

客戶將充分賠償並防止本公司負擔任何賠償、罰款、處罰或其他任何因客戶違反第 12.2 條擔保約定所引起或相關之損害。

12.3 在不影響第56條之情形下，本公司若對以下情形有合理懷疑，得立即終止任何與客戶之契約：

- (a) 貨物直接或間接運往任何依據美國、英國、歐盟、台灣或其他相關政府之貨物相關法規受到制裁之國家，但未取得主管機關對此行為之豁免或許可；或
- (b) 客戶試圖違反或違反第 12.2 條之反貪腐或反賄賂之義務及/或法律。

12.4 本公司與客戶間之契約依第12.3條終止後，本公司於該契約下的任何及所有義務將立即失效。客戶將充分賠償並防止本公司負擔任何賠償、罰款、處罰或其他任何因此終止所引起或相關之損害。

### **Article 13: Indemnity**

**13.1 The Customer shall indemnify and hold harmless the Company from and against all and any losses, damages, costs, expenses and claims of whatsoever nature and howsoever arising suffered or incurred by the Company and its employees, agents and sub-contractors (including all legal costs calculated on an indemnity basis) suffered or incurred directly or indirectly from or in connection with:**

- (a) the collection, carriage, storage and/or delivery of consignment which wholly or partly consists of dangerous, verminous, infested, contaminated, or condemned goods, or Illegal Goods; or
- (b) any defects in the goods and/or packing which have not been notified to the Company at the time of delivery to the Company; or
- (c) the Customer's instructions or implementation thereof, or inaccurate, incomplete, obscure and inadequate documents, information and/or instructions provided by the Customer, or delay on the part of the Customer in furnishing the relevant documents and instructions to the Company; or
- (d) negligent or wilful acts or omissions on the part of the Customer, its employees, agents or subcontractors.

**13.2 The Customer shall indemnify and hold harmless the Company for all third party claims relating to any damage caused as a result of the Services performed by the Company, save where such damage is caused as a result of an act or omission on the part of the Company, done either with the intent to cause that damage or recklessly and with the knowledge that such damage would probably result therefrom. The Customer shall be obliged to indemnify and hold harmless the Company at all times and in all cases against third-party claims exceeding the total sum of NT\$2,400,000 for each occurrence or series of occurrences with the same cause. "Damage" shall also be understood to include damage to third parties which the Company is obliged to compensate and/or damage caused by death or injury and/or any form of financial loss.**

**13.2A The Customer shall pay to the Company all sums payable under Articles 13.1 and 13.2 above on demand by the Company. At the sole option of the Company, the Company may demand, and the Customer shall furnish to the Company, a bank guarantee to secure all sums payable by the Customer under Articles 13.1 and 13.2 above in such amount and such form as the Company may direct. Such bank guarantee shall be issued by a bank of the Company's choice.**

**13.3 The Customer shall indemnify and hold harmless the Company from any claim, loss or damage or expenses whatsoever and howsoever arising out of or in connection with the release of the goods to the Warrant Holder or any other person who appears to the Company to be entitled to the goods.**

**13.4 The Customer shall indemnify and hold harmless the Company from all costs and expenses incurred by the Company (including all legal costs calculated on an indemnity basis) in the event the Company is required to take any steps (including the commencement of legal proceedings or otherwise) against the Customer to recover any monies which are due and owing from the Customer to the Company under these Conditions.**

**13.5 The Customer shall further indemnify and hold harmless the Company from and against:**

- (a) all and any losses, damages, costs, expenses and claims on account of any injury to or death of any person or damage to property caused by or resulting from any acts, whether such acts were negligent or otherwise, on the part of the Customer, its employees, agents or contractors in relation to any of the Services; and

- (b) any fines, loss, damage or expense incurred by the Company in its performance of the Services or resulting from the Company's performance of its obligations owed under any contract between the Company and the Customer.

### 第 13 條：賠償

- 13.1 本公司及其員工、代理人與次承攬人直接或間接因下列事項所承受或引發之一切損失、損害、成本、費用及請求，不問其本質為何、亦不問其如何發生（包括一切以賠償計算之法律費用），客戶均應賠償本公司、並應使本公司無任何傷害：
- (a) 收取、運送、儲藏及（或）交付之委託貨物一部或全部含有危險、受病蟲害侵染、受污染、劣質貨物或非法貨物；或
  - (b) 貨物及（或）包裝有任何瑕疵，未於交付於本公司時告知本公司者；或
  - (c) 客戶之指示或執行、或客戶提供之文件、資訊及（或）指示有不正確、不完整、模糊、不足等情形、或客戶向本公司提供相關文件及指示有遲誤之情形；或
  - (d) 客戶或其員工、代理人或次承攬人之過失或故意行為或不行為。
- 13.2 任何第三人因本公司提供之服務所致損害向本公司所提之一切請求，客戶均應賠償本公司、並應使本公司無任何傷害；惟此等損害係因本公司之行為或不行為所致，且此等行為或不行為係基於造成此等損失之故意或重大過失、且有可能造成此等損失之認識者，不在此限。在任何情形，任何第三人向本公司所提之一切請求，於同一事件、或因同一原因所致數個事件超過新台幣2400000元者，就超過之部分，客戶均應賠償本公司、並應使本公司無任何傷害。所謂「損害」，應包括本公司應向第三人賠償之損害、及（或）死亡或受傷所致損害、及（或）任何形式之財務損失。
- 13.2A 客戶基於本公司之請求，依13.1條及13.2條支付本公司所有金額。本公司得要求客戶提供銀行擔保，以確保客戶依13.1條及13.2條及本公司指示之金額及方式支付本公司所有應支付之金額。
- 13.3 本公司向倉單持有人、或任何其他本公司認為其有權主張貨物之人放行貨物，所生之任何相關請求、損失、損害或費用，不問其如何發生，客戶均應賠償本公司、並應使本公司無任何傷害。
- 13.4 當本公司需對客戶採取任何措施（包括開啟法律或其他程序）以取得客戶依本條件對本公司屆期未清償之款項，本公司因而致生之所有成本及費用（包括一切依賠償計算之法律費用），客戶應賠償本公司並應使本公司無任何傷害。
- 13.5 客戶就以下情況賠償本公司並應使本公司無任何傷害：
- (a) 在提供服務相關之行為中，客戶、客戶之員工、代理人或締約者之任何行為，引起或造成任何人員傷害或死亡，或財產損失所致生之任何損失、損害、成本、費用及請求，不論此等行為為過失與否；及
  - (b) 本公司提供服務所發生或依任何與客戶間之契約義務所造成之任何罰鍰、損失、損害或費用。

### Article 14: Exclusion of Liability

- 14.1 The Company shall not be liable to the Customer or any other party claiming through the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any loss, cost, expenses, claims, damages, injury or death whatsoever and howsoever caused except as may be caused by deliberate intent, gross negligence or willful default on the part of the Company.
- 14.2 All warranties, representations, conditions and other terms implied by law on the part of the Company are, to the fullest extent permitted by law, excluded from any contract entered into between the Company and the Customer.
- 14.3 Without prejudice to the generality of Article 14.1 above, the Company shall not be liable whether in contract, tort (including negligence or breach of statutory duty) or otherwise:
- (a) on account of errors in particulars of freight charges, duties and expenses notified to the Company by third persons, or wrongly charged and any demands and back demands arising there from shall be borne by the Customer;

- (b) any loss or damage occurring through theft or burglary;
  - (c) any loss or damage in respect of goods which have been stored in the open or which the Company customarily stores in the open;
  - (d) for any consequences that may arise if the carriers refuse to sign or acknowledge details concerning the goods (including number of pieces of items, measurement and weight);
  - (e) on account of errors in any warrants, receipts, delivery orders, confirmations or any other similar documents;
  - (f) for any loss, damages, costs, claims and expenses howsoever incurred or sustained by the Customer as a result of or in any way due to any difference between the time in Taiwan and in any other part of the world where the Customer may be located;
  - (g) for any loss or damage arising from loss of goods, non-delivery or inaccurate delivery, delay in delivery, non-compliance or inaccurate compliance with the Customer's instructions or otherwise unless it is proved that:
    - (i) such loss or damage occurred whilst the goods were in the actual custody and control of the Company and caused by the deliberate intent, gross negligence, or willful default on the part of the Company, its servants or agents. If some of the factors causing the loss, non-delivery, inaccurate delivery, or delay are caused or contributed to by the Customer, the Company's liability shall be on a comparative fault basis; and
    - (ii) there is fraud on the part of the Company;
  - (h) for any loss, damages, costs, claims and expenses howsoever incurred or sustained by the Customer where the loss or damage to the goods is due to improper packing or insufficient protection during packing by the Customer;
  - (i) any loss or damage to the goods occurring before receipt thereof, or while in custody, due to the following causes regardless of their origin: inherent nature, changes in quality or character, decay, drying out, powdering, heat, heating, melting, staining, sweating, fermenting, freezing, rusting, mildew, mould, dampness, dust, oil, colouration, evaporation, smell or taint from or contact with other goods or fuel, putrefaction, water of any kind, rain or spray, effects of climate, drainage, leakage, wastage, loss of weight, breakage, splitting, bending, chaffing, shrinkage, hook holes, rats, mice, insects and other vermin, explosion of the goods whether received with or without disclosure of its hazardous nature, insufficiency, soiling, injury to, distortion, pressing or bursting of packages, adherence or coverings, obliteration or errors in or insufficiency or absence of marks, numbers, address or description; and
  - (j) any consequential, special, indirect, incidental or exemplary damages, costs, expenses or losses (including loss of profits, opportunity costs, business or anticipated savings, loss of demurrage of any means of transport (floating or rolling), dispatch money or loss of market) whether in tort, contract, under statute or otherwise by reason or in connection with any services performed in accordance with these Conditions.
- 14.4 Where the Company has not also been contracted to provide warehousing services, the Company shall never be liable in respect of damage or loss to goods that have been entrusted to it for handling or storage in the performance of any Services.
- 14.5 Without derogation to the generality of Article 9.2, all officers, representatives, and/or employees of the Company, and/or agents and/or subcontractors of the Company whose services the Company employs for the purpose of performing any contract between the Company and the Customer, shall be entitled to invoke any provision in this Article 14 as if all references to the Company refers to all such officers, representatives, and/or employees of the Company, and/or agents and/or subcontractors of the Company.

**第 14 條：免責條款**

- 14.1 除因**本公司**之故意、重大過失或故意違約行為所致者外，**本公司**對客戶及透過客戶主張之第三人不就任何損失、費用、主張、損害、受傷或死亡負擔任何契約、侵權行為(包含過失或違反法定責任)或任何其他責任。
- 14.2 就法律上關於**本公司**之擔保、聲明、條件及其他相關規定，在法律最大限度的允許下，將排除於**本公司**與客戶間之任何契約之中。
- 14.3 在不影響第14.1條之一般性約定之前提下，**本公司**就不就下列事項負擔任何契約、侵權（包或過失或違反法定義務）或任何其他責任：
- (a) 第三人向**本公司**告知之運費、稅捐及費用之細節有誤，或任何運費、稅捐及費用有誤收之情形，以及任何因此發生之請其及再請求，均應由客戶負擔；
  - (b) 因竊盜所致任何損失或損害；
  - (c) 儲藏於開放空間、或**本公司**通常予以儲藏於開放空間之貨物發生之任何損失或損害；
  - (d) 運送人拒絕簽署或認可貨物之細節（包括物件數量、尺寸與重量）所生之任何後果；
  - (e) 任何倉單、收據、交貨單、確認書或任何其他類似文件之錯誤；
  - (f) 因客戶所在於全世界任何一個處所與台灣間之時差所致、或某種程度上因此等時差所致客戶發生或承受之任何損失、損害、成本、請其及費用，不問其如何發生或承受；
  - (g) 因貨物滅失、貨物未送達或誤送、貨物運送遲誤、未遵循或未正確遵循客戶指示、或任何其他情事所致任何損失或損害，但能證明下列事項者，不在此限：
    - (i) 發生此等損失或損害時，貨物係由**本公司**所實際持有與控制，且此等損失或損害係因**本公司**、其使用人或代理人之故意、重大過失或有意違約。若造成貨物滅失、貨物未送達或誤送、貨物運送遲誤之部分原因係可歸責於客戶者，則**本公司**之責任應予以比較計算；以及
    - (ii) **本公司**有欺詐情事者；
  - (h) 因為客戶包裝時有包裝不當或欠缺保護之情形導致貨物有滅失或損害，使客戶因而發生或承受之任何損失、損害、成本、請其與費用，不問其如何發生或承受；
  - (i) 貨物於收受前或保管中，因下列任何原因所生之任何損失或損害，不問該等原因之來源為何：本質、品質或特性變更、腐爛、乾燥、粉末化、熱、加熱、融化、污漬、滲出水氣、發酵、冷凍、生鏽、發霉、黴菌、潮濕、塵土、油、染色、蒸發、與其他貨物或燃油、腐敗物、水、雨水或噴霧接觸所致氣味或污點、腐爛、天氣影響、排水、滲漏、損耗、喪失重量、破損、分裂、曲折、摩擦、縮小、鉤傷、老鼠、昆蟲及其他害蟲、貨物爆炸（不問收受貨物時是否有揭露其危險性）、包裝、銜接或遮蔽不足、髒污、損壞、變形、重壓或破裂、標記、數字、地址或描述之滅失或錯誤或不足或不存在；
  - (j) 且肇因於、或關於依據**本條件**所提供服務之任何衍生性、特別、間接、附隨、或懲罰性損害賠償、成本、費用或損失（包括所失利益、機會成本、業務或預期之節約、喪失任何型態之運送滯留費(水上的或陸上的)、速遣費或喪失市場）之任何契約、法定或其他責任。
- 14.4 當**本公司**未同時訂定契約提供倉儲服務時，**本公司**於提供任何服務時，對處理與儲存受委託貨物所造成之損害或損失不負責任。
- 14.5 在不違反第9.2條規定之情形下，**本公司**所有的主管、代表人、及（或）員工，及（或）**本公司**利用其服務履行**本公司**及客戶間任何契約的代理人及（或）次承攬人，有權援引第14條中關於**本公司**之各項免責條款。

**Article 15: Limitation of Liability**

- 15.1** Subject always to Article 14 above and Article 15.2 below, the Company's liability to the Customer whether in contract, tort (including negligence or breach of statutory duty), or otherwise, for any and all losses, costs, expenses, claims, damages, injury or death whatsoever and howsoever caused or arising from any breach, failure or default of the Company in performing its obligations or duties to the Customer hereunder shall, in any event, not exceed a maximum amount of NT\$2,411,026 for each occurrence or series of occurrences with the same cause.
- 15.2** Notwithstanding Article 15.1, the Company's liability to the Customer whether in contract, tort (including negligence or breach of statutory duty), or otherwise, for any and all losses, costs, expenses, claims, damages, injury or death whatsoever and howsoever caused or arising from any breach, failure or default of the Company in performing its obligations or duties to the Customer shall be as follows:
- (a) where, in performing Forwarding Work, loss or damage sustained is in respect of any consignment, whether in whole or in part, the aggregate amount of total damages recoverable from the Company shall be a sum calculated at the maximum rate of NT\$188 per kilogram of damaged or lost gross weight, subject always to the maximum liability of the Company in this regard being NT\$188,060 per consignment or the net value of the consignment at the time the Company took possession of the same, whichever is lower;
  - (b) where, in performing Warehousing Work in relation to the warrants, and where loss or damage sustained is in respect of the consignment, whether in whole or in part, the aggregate amount of total damages recoverable from the Company shall be limited to a sum calculated at the maximum rate of NT\$120 per kilogram of damaged or lost gross weight, subject always to the maximum liability of the Company in this regard being NT\$2,411,026 per event or series of events resulting from one and the same cause or the net value of the consignment at the time the Company took possession of the same, whichever is lower;
  - (c) where, in performing Shipbroking Work, the aggregate amount of total loss and damages recoverable from the Company shall not exceed the remuneration that the Company would be entitled to for the shipbroker activities; and
  - (d) where, in performing Stevedoring Work:
    - (i) loss or damage sustained is in respect of the consignment, whether in whole or in part, the aggregate amount of total damages recoverable shall be limited to a sum calculated at the maximum rate of NT\$141 per kilogram of damaged or lost gross weight, subject always to the maximum liability of the Company in this regard being NT\$40,987 per event or series of events resulting from one and the same cause or the net value of the consignment at the time the Company took possession of the same, whichever is lower; and
    - (ii) injury or the death of any person is caused, the aggregate amount of total damages recoverable shall be limited to a sum NT\$24,110,264 per event or series of events resulting from one and the same cause.
- 15.3** For the avoidance of doubt, where the loss or damage sustained by the Customer is in respect of part of the consignment, whether in whole or in part, the aggregate amount of total damages recoverable shall be pro-rated based on the proportion which the actual value of that part of the consignment bears to the value of the whole consignment as calculated in accordance with Articles 15.2(a), (b), (c), and (d) above respectively.
- 15.4** For purposes of this Article, the Company is only required to refer to the inventory submitted by the Customer and for which the Company has expressly acknowledged the receipt and verified the contents thereof. The Company shall not be responsible for any property not comprised therein.
- 15.5** For purposes of this Article, the quantity of any goods stored with the Company shall be measured by weight on a metric tonnage basis in accordance with the Company's standard practice.
- 15.6** In case of damage to one or more of several items belonging together (e.g. household effects), any depreciation of other parts or the undamaged items shall not be taken into account.



- 15.7 The Company shall be entitled to require proof of the value of the consignment or any part thereof which is lost, inaccurately delivered or damaged.
- 15.8 Compensation calculated in accordance with Article 15.2 shall be the Customer's sole and exclusive remedy against the Company for any loss, damage or expense suffered by the Customer.
- 15.9 Without derogation to the generality of Article 9.2, all officers, representatives, and/or employees of the Company, and/or agents and/or subcontractors of the Company whose services the Company employs for the purpose of performing any contract between the Company and the Customer, shall be entitled to invoke any provision in this Article 15 as if all references to the Company refers to all such officers, representatives, and/or employees of the Company, and/or agents and/or subcontractors of the Company.

#### 第 15 條：責任限額

- 15.1 在決不影響前述第14條以下及第15.2條之前提下，**本公司**於依據**本條件** 履行其義務或責任時，有任何違反、怠於履行或違約之情形，因此所生之任何，不論如何發生或發生何事之損失、成本、費用、損害賠償、損害、傷害或死亡，**本公司**對**客戶**應負擔之契約、侵權（包或過失或違反法定義務）或任何其他責任，在任何情況下不超過上限新台幣**2,411,026**於同一事件、或因同一原因所致數個事件。
- 15.2 即使存在前條之規定，**本公司**依本條件履行其義務或責任，有任何違反、怠於履行或違約之情形，所生之損失、成本、費用、損害賠償、損害、傷害或死亡，**本公司**對**客戶**應負擔之契約、侵權（包括過失或違反法定義務）或任何其他責任應依下列規定：
- (a) 執行承攬運送工作時，於委託貨物全部或部分發生任何滅失或損害之情形，**本公司**應賠償之一切損害賠償總數，應以滅失或損害之委託貨物總毛重，最高每公斤新台幣**188**元之費率計算**本公司**依**本公司**持有委託物當時情況，對每一委託物或委託物之淨重最高賠償金額為新台幣**188,060**元。以兩者金額較低者計；
  - (b) 執行倉單相關之倉儲工作時，於委託貨物全部或部分發生滅失或損害之情形，**本公司**應賠償一切損害賠償總數，應以滅失或損害之委託貨物總毛重，最高每公斤新台幣**120**元計算。一切損害賠償總數，於同一事件、或數個事件因同一原因所致，應限於新台幣**2,411,026**元；
  - (c) 執行船舶經紀工作時，就滅失或損害之情形，得向**本公司**請求損害賠償之總數，不得超過**本公司**為船舶經紀工作活動之報酬。
  - (d) 執行裝卸工作時：
    - (i) 委託物之一部或部分發生滅失或損害，一切損害賠償總數，應以滅失或損害之委託貨物總毛重，最高每公斤新台幣**141**元之費率計算。**本公司**最高賠償金額為新台幣**40,987**元，於同一事件、或因同一原因所致數個事件或**本公司**持有委託物當時之淨值，以金額較少者計算；且
    - (ii) 造成人員傷害或死亡時，一切損害賠償總數，於同一事件、或數個事件因同一原因所致，應限於新台幣**24,110,264**元。
- 15.3 為避免疑慮，**本公司**對部份委託物造成之一部或全部之損害或滅失，一切損害賠償之總數，應依前述**15.2**條(a)、(b)、(c)和(d)，依發生滅失或損害部分之實際金額所佔全部委託貨物之金額比例計算之。
- 15.4 就本條而言，**本公司**之責任僅限於**客戶**已經提出、且經**本公司**明示認知已經收受、且已經確認其內容之貨物。**本公司**不應就此等貨物以外之任何其他財產負責。
- 15.5 就本條而言，**本公司**所儲藏貨物，其數量之計算應以**本公司**通常之方式，以公噸計算其重量。
- 15.6 同批（如傢俱）之一個或數個物件受損時，其他部分之貶值或未受損之物件，不得予以考量。
- 15.7 **本公司**應有權要求就委託貨物、或委託貨物之滅失、誤送或損害部分之價值提出證明。
- 15.8 依據第15.2條計算之賠償，應為**客戶**就其承受之任何損失、損害或費用所得向**本公司**請求之唯一、排他性救濟。
- 15.9 在不違反第9.2條規定之情形下，**本公司**所有的主管、代表人、及（或）員工，及（或）**本公司**利用其服務履行**本公司**及**客戶**間任何契約的代理人及（或）次承攬人，有權援引第15條中關於**本公司**之責任限額條款。

**CHAPTER II - FORWARDING WORK CONDITIONS****第二章 承攬運送工作條件****Article 16: Scope**

- 16.1 All goods delivered into the possession of the Company may be warehoused or otherwise held at any place or places at the discretion of the Company. The Customer may be subject to additional terms and conditions as may be imposed by the owner or operator of the warehouse, and any other applicable local laws and regulations in the relevant jurisdiction where the warehouse is located.
- 16.2 All operations such as superintending, sampling, taring, tallying, weighing, measuring and receiving goods under judicial survey, shall be performed by the Company in accordance with the Customer's specific instructions and upon reimbursement of all the costs thereof and relating thereto.
- 16.3 If the Company provides transport for the carriage of goods, such Services shall be subject to these Conditions and the Company, in so doing, is not acting as a common carrier.
- 16.4 The Company is not and shall not act as an expert in performing any Services to the Customer. It shall in no way be liable for any notification of the state, nature or quality of the goods.
- 16.5 All services, operations and activities undertaken by the Company in respect of the goods shall be at the Customer's expense and risk.

**第 16 條：範圍**

- 16.1 交付由本公司持有之一切貨物，均得依據本公司裁量決定加以儲藏或以其他方式存放於任何一處或多處處所。客戶可能必須遵守倉庫所有人或管理人之其他條款與條件、以及倉庫所在地所屬法域之其他相關法令規範。
- 16.2 一切運作，例如監督、抽樣、確定皮重、記錄、秤重、測量、與在司法監督下收受貨物，均應依據客戶之特定指示，由本公司於收受一切相關成本之償付時進行。
- 16.3 本公司就貨物運送提供運輸服務者，此等服務應依本條件為之，且於提供此等服務時，本公司並非公共運送人。
- 16.4 本公司向客戶提供任何服務，均非以專家身份為之、且亦不應以專家身份為之。本公司不應就貨物之狀態、本質或品質之任何通知負擔任何形式之責任。
- 16.5 本公司就貨物所提供之一切服務、運作及業務行為，其一切費用與風險均應由客戶負擔之。

**Article 17: Documents Relating to Goods**

- 17.1 The Customer shall ensure that the documents required for receipt, despatch, and instructions, shall be delivered to the Company on or prior to delivery of the goods to the Company.
- 17.2 The Company may, upon the Customer's request, issue receipts intended to confirm the Company's possession of specified documents of title in respect of the goods. Such receipts are however not negotiable/transferable instruments and do not provide any confirmation that the goods specified in the holding confirmations are under the control, or possession, of the Company.
- 17.3 For the purpose of the Company carrying out forwarding work, the Customer hereby appoints and authorises the Company to do and undertake the following for and on behalf of the Customer:
- (a) undertake, or appoint an agent to undertake, all of the procedures required for compliance with customs formalities for the storage and/or release of Goods at the Warehouse Facilities; and
  - (b) act as the handling agent to receive, hold, and release, all documentation related to the Forwarding Work.

**第 17 條：貨物相關文件**

- 17.1 客戶應確保貨物之收受、發送與指示所必要之一切文件，均應於貨物送達本公司以前或同時送達本公司。
- 17.2 經客戶請求時，本公司得簽發收據用以確認本公司持有貨物之特定權利文件。然言，此等收據並非可轉讓／可移轉文件，亦不用以確認持有確認所指涉貨物係在本公司所控制或持有之下。
- 17.3 為本公司提供承攬運送工作之目的，客戶得指定或授權本公司代表客戶執行或承擔以下工作：
- (a) 承擔或指定代理人承擔所有依客戶手續所需之程序，以自倉儲設備儲存或釋出貨物；及
  - (b) 作為代理人處理執行承攬運送工作所需之所有相關文件之接收、保存及發送。

**Article 18: General Provisions regarding Forwarding Work and Description of Goods**

- 18.1 The Customer (including the third party which becomes party to the contract between the Company and the Customer) shall see to it that all necessary permits are obtained and kept as well as that all the regulations falling under the obligations of the Customer are complied with.
- 18.2 To enable the Company to perform Forwarding Work, the Customer shall timely provide the Company with all relevant information such as but not limited to information with regard to:
- (a) the nature, type, quality, composition, temperature, weight, volume, source, origin, physical and/or chemical properties of the goods;
  - (b) hazardous properties and/or substances (whether or not generally known or recognised as such) of or within the goods;
  - (c) legal consequences (ownership, storage banned elsewhere, custom formalities etc.);
  - (d) whether a special method of storage is required or necessary due to the nature of the goods;
  - (e) special directions regarding the method of loading or unloading; and
  - (f) all other particulars which are of importance to the Company.
- 18.2A The Customer warrants and represents that the information it provides to the Company pursuant to Article 18.2 above are true and accurate and shall continue to be true and accurate until such time that the Company no longer requires such information for the performance of the Forwarding Work.
- 18.2B The Company makes no representation or warranty as to the availability of berths and the time of performance of the Forwarding Work.
- 18.3 The Customer shall ensure the accuracy and completeness of all descriptions, values and other particulars of the goods furnished to the Company for customs, consular and other purposes.
- 18.4 Unless otherwise specifically instructed by the Customer in writing, the Company shall not be obliged to check whether samples are identical with the lot or check that the goods it handles correspond to the description provided by the Customer; or make any declaration for the purpose of any statute, convention or contract with regards to the nature/value/purpose of delivery of the goods.
- 18.5 Subject always to Article 18.4 above, the Company is entitled to, but not obliged to, examine the contents of the goods upon the delivery of the goods to the Company and at any time during the storage of the goods by the Company.
- 18.6 Should the vessel, container and/or cargo have been fumigated, then the Customer is obliged to inform the Company well in advance, at the latest 7 days prior to arrival in Taiwan or any other designated harbour, of the fumigant used and in which container(s), barge(s), hold(s) and/or packing it was applied. Degassing and/or aerating the vessel, container and/or cargo to safety concentrations will be at the Customer's risk and expense.

- 18.7 The Company may, without being obliged thereto, take measures for treatment and handling as it may deem necessary for preservation or protection of the stored goods or of its own or other's goods or properties, all at the Customer's risk and expense.
- 18.7A The Customer shall not sell or otherwise dispose of (part of) the goods to any third parties, unless the Customer procures such third party's acceptance in writing for all the terms of all of the contracts between the Customer and the Company in respect of the goods that were valid at the time such third party acquired any interest in the goods. The Customer accepts that, in the event that it fails to satisfy any of its obligations under this Article 18.7A, the Customer shall continue to be bound to the Company and all of its obligations to the Company in all contracts between itself and the Company in respect of the Goods notwithstanding that any interest in the goods may have moved from the Customer to the third party.
- 18.8 If the Customer sells or otherwise disposes of (part of) the goods, this does not release the Customer of its previously assumed obligations to the Company until the Company has confirmed in writing to the Customer that the Company has accepted both such transfer and the release of the goods.
- 18.9 The Customer is obliged to immediately notify the Company in writing of transfer or passing of ownership of goods or transfer or passing of the right to take delivery of the goods, as the case may be.
- 18.10 The Customer shall be obliged to notify the Company in writing of any claim of the Customer and/or of a third party who acted on behalf of the Customer, for damage to and/or loss of the means of transport of the Customer and/or of such third party prior to the departure of the means of transport from the premises of the Company or its subcontractor failing which any such claim against the Company will be barred.
- 18.11 The non-availability of a berthing or parking place upon arrival of floating or rolling means of transport is considered to be a circumstance beyond the Company's control.
- 18.12 The Company shall not be liable to the Customer for any loss or damages, howsoever arising, in the event that the carriers refuse to acknowledge the number or weight of the goods that are forwarded by the Company as part of its Services.

**第 18 條：承攬運送工作與貨物描述之通用條款**

- 18.1 客戶（包括成為本公司與客戶間契約之當事人之第三人）應確保一切必要之許可文件均已取得與保存、且客戶應遵循之一切規範均已遵循。
- 18.2 為使本公司履行其承攬運送工作，客戶應向本公司及時提供一切相關資訊，例如（但不限於）下列事項相關之資訊：
- (a) 貨物之性質、種類、品質、構成、溫度、重量、體積、來源、源頭、物理及（或）化學成分；
  - (b) 貨物或貨物所含之危險特性及（或）物質（不問一般人是否普遍認識或認知其危險）；
  - (c) 法律效果（所有權、他處禁止儲藏、海關手續等）；
  - (d) 是否因為貨物之性質而須有特定之儲藏方式；
  - (e) 負載或卸載之特別指示；及
  - (f) 對本公司具有重要性之一切其他內容。
- 18.2A 客戶聲明且保證，根據上述18.2條提供之資訊將持續真實且正確，直到本公司不再需要該些資訊以執行承攬運送工作為止。
- 18.2B 本公司不聲明及保證可獲得所需之泊位及提供承攬運送工作之時間。
- 18.3 客戶為海關、領事及其他目的，向本公司提供之一切貨物描述、價值及其他細節，客戶均應確保其正確性與完整性。
- 18.4 除客戶另有書面指示者外，本公司無須檢查樣品是否與批號相符、亦無須檢查其所處理之貨物是否符合客戶提供之描述，且本公司亦無須就貨物之運送性質／價值／目的依據任何成文法、條約或契約進行申報。

- 18.5 在不影響前述第18.4條之前提下，**本公司**有權（但無義務）於貨物送達**本公司**時、以及於**本公司**儲藏貨物期間隨時檢驗貨物之內容。
- 18.6 若船舶、貨櫃及（或）船貨已經燻蒸消毒，則**客戶**應提前至少於抵達台灣或任何其他指定港埠七日前，向**本公司**告知所使用之燻蒸劑、以及燻蒸劑係於何一貨櫃、駁船及（或）包裝使用。船舶、貨櫃及（或）船貨之排氣及（或）通風、使濃度降至安全範圍，其相關風險及費用，由**客戶**負擔之。
- 18.7 **本公司**得（但無義務）為保存或保護儲藏貨物或**本公司**自己或他人之貨物或財產，採取其所認為必要之處置與處理措施，且一切措施之風險與費用，均由**客戶**負擔之。
- 18.7A **客戶**不得賣出或處分貨物(或其部分)予任何第三人，除非**客戶**取得第三人之書面承諾其獲得貨物之利益時，**本公司**與**客戶**間貨物訂定之所有契約條款係屬有效成立。**客戶**同意，當其無法履行第18.7條A之義務時，**客戶**需繼續就貨物受**本公司**及與**本公司**間之所有契約義務約束，即使任何貨物利益已自**客戶**移轉予第三人。
- 18.8 **客戶**賣出或以其他方式處分貨物（或其部分）者，於**本公司**以書面向**客戶**確認**本公司**接受貨物此等移轉及放行前，**客戶**仍應受其前已承擔、對**本公司**義務之拘束。
- 18.9 在貨物所有權有移轉或轉讓之情形、或在收取貨物之權利有移轉或轉讓之情形，**客戶**應立即以書面通知**本公司**。
- 18.10 **客戶**及（或）代表**客戶**之第三人，因其運輸工具損害及（或）滅失得向**本公司**提出任何請求者，**客戶**應於此等運輸工具自**本公司**或其次承攬人處所離開前，以書面向**本公司**通知此等請求，否則任何此等對**本公司**之請求即不得加以主張。
- 18.11 懸浮性或滾動性交通工具於抵達時欠缺停泊或停靠處所之情形，非屬**本公司**控制範圍內之事項。
- 18.12 當運送人拒絕認知**本公司**承攬運送貨物之數量或重量時，**本公司**對**客戶**之損失或損害不負任何責任。

#### **Article 19: Perishable Goods**

- 19.1 The Company shall be entitled, at its sole discretion and without any further notice to the Customer, to sell or dispose of all perishable goods which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable. All charges and expenses incurred by the Company in connection with such sale or disposal shall be borne by the Customer.
- 19.2 Payment or tender, at the Company's sole discretion, by the Company to the Customer of the net proceeds (if any) of such sale or disposal after deduction of all outstanding fees and charges and expenses shall be equivalent to delivery.

#### **第 19 條：易腐爛貨物**

- 19.1 任何易腐爛貨物於抵達時未經立即收取，或其地址、標示不清或有其他無法立即辨識之情形者，**本公司**應有權完全依其裁量決定賣出或處分此等易腐爛貨物，無須另向**客戶**通知。此等販賣或處分相關之一切費用，均應由**客戶**負擔之。
- 19.2 **本公司**就此等販賣或處分先予扣除一切屆期費用與收費，有任何淨所得者，將其餘額向**客戶**支付或提出者（支付或提出由**本公司**完全依其裁量決定），應等同於貨物之送達。

#### **Article 20: Non-perishable Goods**

- 20.1 Upon the expiry of 14 days' notice in writing to the Customer and the Customer has failed to provide the necessary instructions acceptable to the Company, the Company shall be entitled, at its sole discretion and without any further notice, to sell or dispose of all non-perishable goods which in the opinion of the Company cannot be delivered as they are insufficiently or incorrectly addressed or not collected/accepted by the consignee or for any other reason.
- 20.2 Payment or tender, at the Company's sole discretion, by the Company to the Customer of the net proceeds (if any) of such sale or disposal after deduction of all outstanding fees and charges and expenses shall be equivalent to delivery.

**第 20 條：不易腐爛貨物**

- 20.1 任何不易腐爛貨物因地址不清或有誤、或未經受託人收取／接受、或因任何其他理由，**本公司**因而認為該等貨物無法送達者，且**本公司**以14日書面通知**客戶**、而**客戶**屆期仍未能提出**本公司**可接受之必要指示者，**本公司**應有權依其裁量決定賣出或處分任何此等貨物，無須另向**客戶**通知。
- 20.2 **本公司**就此等販賣或處分先予扣除一切屆期費用與收費有任何淨所得者，將其餘額向**客戶**支付或提出者（支付或提出由**本公司**完全依其裁量決定），應等同於貨物之送達。

**Article 21: Dangerous Goods**

- 21.1 Except under special arrangements previously made in writing, the Company shall not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage ("Dangerous Goods"). The expression "goods likely to cause damage" includes goods likely to harbour or encourage vermin or other pests.
- 21.2 If the Company however agrees in advance to accept any Dangerous Goods under these Conditions, the Customer shall ensure that the Dangerous Goods are accompanied by a full declaration of their nature and contents, and properly and safely packed and labeled in accordance with applicable laws and regulations for the time being in force in the relevant jurisdiction(s) including ensuring that all such packages are clearly and indelibly marked to show the hazardous nature of their contents.
- 21.3 Notwithstanding that the Company may have accepted the Dangerous Goods under arrangement previously agreed between the parties in writing, the Customer agrees that the Dangerous Goods may be so destroyed or otherwise dealt with by the Company at its sole discretion and in any way deemed fit by the Company at the Customer's risk and expense on account of risk to other goods, property, life or health.
- 21.4 If the Customer delivers any Dangerous Goods to the Company or cause the Company to handle or deal with such goods otherwise than under special arrangements previously agreed between the parties in writing, the Customer shall be liable for all loss or damage whatsoever caused by or to or in connection with such goods howsoever arising, including such loss and damage caused to third parties which the Company is obliged to compensate and/or damage caused by injury and/or any form of financial loss. The Customer shall indemnify the Company against all penalties, liabilities, claims, damages, costs (including all legal costs calculated on an indemnity basis) and expenses whatsoever and howsoever arising in connection therewith.
- 21.5 In the event that the goods handled by the Company in the performance of the Forwarding Work are deemed to be dangerous pursuant to the relevant regulations for the carriage of dangerous substances on inland waterways, by road or by sea, such handling of the goods shall be governed in accordance with such laws and regulations applicable in the relevant jurisdiction(s).

**第 21 條：危險貨物**

- 21.1 除另有事前書面特別安排者外，**本公司**不收受或處理任何有毒、危險、有害或易燃、爆炸性貨物、或任何可能造成損害之貨物（下稱「**危險貨物**」）。所謂「可能造成損害之貨物」包括可能庇護或引發害蟲或其他昆蟲之貨物。
- 21.2 然而，若**本公司**事前同意依據**本條件** 接受任何**危險貨物**者，**客戶**應確保該等**危險貨物**附有完全揭示其性質與內容之申報書，且依據相關法域當時有效之相關法令予以適當、安全包裝及標示，包括應確保一切此等包裝均清楚標示其內容物之危險性質，且此等標示應為不可除去之永久性標示。
- 21.3 雖**本公司**已經依據雙方事前以書面同意之安排接受**危險貨物**，惟**客戶**同意：**本公司**得考量**危險貨物**對其他貨物、財產、生命或健康之風險，依其裁量決定以**本公司**認為適當之方式銷毀、或以其他方式處理**危險貨物**，相關風險與費用由**客戶**負擔之。
- 21.4 若**客戶**向**本公司**交付任何**危險貨物**、或使**本公司**處理或處置**危險貨物**，並非依據雙方事前以書面同意之安排者，因此等貨物所致、對此等貨物所生、或與此等貨物相關之一切滅失或損害，不問其如何發生，均應由**客戶**負責，包括：對第三人之損失與損害而**本公司**必須加以賠償者、因受傷所致損害、及（或）任何形式之財務損失。因此所生之一切處罰、責任、請求、損害賠償、成本（包括一切以賠償計算之法律費用）與費用，不問其如何發生，**客戶**均應賠償**本公司**。

- 21.5 依據經由內陸水道、道路或海洋運輸危險物質之相關規範，認定本公司為履行承攬運送工作所處理之貨物具有危險性質者，此等貨物應受相關法域此等相關法令之規範。

#### **Article 22: Precious Goods**

- 22.1 Except under special arrangements previously agreed between the parties in writing, the Company shall not accept or deal with gold, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants.
- 22.2 If any Customer nevertheless delivers such goods to the Company or cause the Company to handle or deal with such goods otherwise than under special arrangements previously agreed between the parties in writing, the Company shall be under no liability whatsoever for any loss, damage or claim however caused in connection with the goods.

#### **第 22 條：貴重貨物**

- 22.1 除依雙方事前以書面同意之特別安排者外，本公司不收受或處理黃金、貨幣、寶石、珠寶、貴重物品、古董、字畫、動物或植物。
- 22.2 若客戶向本公司交付任何此等貨物、或使本公司處理或處置任何此等貨物，並非依據雙方事前以書面同意之安排者，此等貨物發生之任何損失、損害或請求，不問其如何發生，本公司均不應負擔任何責任。

#### **Article 23: Insurance**

- 23.1 The Customer is obliged to take out and maintain adequate insurance, including but not limited to cargo insurance and insurance covering damage that can be caused by the goods. Unless otherwise agreed between the parties and subject to Article 23.2, the Company shall not be obliged to arrange for any insurance in respect of the goods delivered into its custody.
- 23.2 If the Company has agreed with the Customer that it shall arrange for insurance:
- (a) all insurance effected shall be subject to the usual exceptions and conditions of the policies of the insurance company or underwriters;
  - (b) the Company shall not be responsible as regards the choice of the insurer and its ability to pay;
  - (c) the risks to be covered shall be clearly stated by the Customer. A mere statement by the Customer of the value is not enough;
  - (d) 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;
  - (e) the Customer shall be liable for all insurance premiums calculated on the basis of one full calendar month such that part of a month shall count as one full calendar month unless otherwise agreed in writing by the Company; and
  - (f) if the Company has arranged an insurance policy in its own name, it may, at its sole discretion, transfer any claims against the insurer to the Customer. Should the insurers dispute their liability for any reason, the Customer's only recourse shall be against the insurers. The Company shall not be under any responsibility or liability in relation thereto.
- 23.3 If the Company uses derricks and any other such equipment for carrying out any services, it shall be entitled to arrange for insurance at the Customer's expense to cover the risks arising from such use.
- 23.4 By giving instructions for effecting the insurance, the Customer shall be deemed to have authorised the Company as its agent to make all arrangements with the insurer, including those regarding the conditions of insurance and settlement of claims in respect of any damage.
- 23.5 The Company shall not be liable for any loss arising from the failure by the insurer to pay in full or in part or because a claim in respect of damage is being disputed as a result of circumstances

for which the Company cannot be held liable irrespective of the manner in which the Company was concerned in effecting the insurance.

### 第 23 條：保險

- 23.1 客戶應自行適度投保，包括（但不限於）貨物保險、以及以貨物可能引發損害為標的之保險。除當事人另有約定、且於不影響第23.2條之前提下，本公司不就其已收受保管之貨物負擔安排任何保險之責任。
- 23.2 在本公司與客戶約定由本公司安排保險之情形：
- (a) 生效之一切保險，均應受保險公司或保險業者保單所含通常例外與條件之規範；
  - (b) 本公司不就保險人之選擇或保險人之支付能力負擔任何責任；
  - (c) 保險所欲涵蓋之風險，應由客戶清楚說明。客戶僅說明其價值者，並不充分；
  - (d) 本公司並無就每一委託貨物投保單獨保險之義務，且本公司得依據任何開放性或一般性保單投保；
  - (e) 客戶應負擔一切保險金，且除本公司另有書面同意者外，保險金應以完整日曆月加以計算，日曆月之一部分應以一個完整日曆月計算；且
  - (f) 若本公司係以自己名義安排保單，則本公司得自行決定將其對保險人之任何請求移轉予客戶。保險人因任何理由就其責任有所爭執時，客戶僅得向保險人提出請求以資救濟。本公司不就此負擔任何責任或義務。
- 23.3 本公司使用起重機或任何類似設備履行任何服務者，本公司應有權就此所生風險安排保險，其費用由客戶負擔之。
- 23.4 客戶指示本公司投保保險者，應視為客戶已經授權本公司以其代理人之身份與保險人作成一切安排，包括關於保險條件、任何損害所生請求之解決等相關安排。
- 23.5 保險人怠於給付一部或全部金額，或因非應由本公司負責之事由，導致對損害有所爭執者，因此所生之任何損失，本公司均不應負擔任何責任，不問本公司係如何投保保險。

## **CHAPTER III - WAREHOUSING WORK CONDITIONS**

### **第三章 儲藏工作條款**

#### **Article 24: Delivery**

- 24.1 Delivery of the goods to, and receipt thereof by, the Company shall be effected by the goods being handed over to, and accepted in writing, by the Company at the place of storage determined in advance by the Company. In the event the Customer instructs the Company to take delivery of goods but the goods fail to arrive for delivery to the Company due to any reasons, the Customer undertakes to pay to the Company, on an indemnity basis, all costs and expenses incurred by the Company for taking steps in accordance with the Customer's instructions.
- 24.1A The Customer warrants to the Company that all goods delivered to the Company are not Dangerous Goods, are in good condition, and are adequately packed with appropriate and secure packaging.
- 24.1B In the event there are any outwardly visible damages to the goods, or if the Company has any reasons to believe that there is any damage to the goods (whether at the time of delivery of the goods to the Company or at the time goods are stored with the Company), the Customer hereby authorises the Company to take all steps that the Company deems necessary, without prior notice to the Customer, to protect the Customer's interests in the goods at the Customer's costs and the Customer's risk.
- 24.2 All goods shall be delivered to and collected from the place of storage during the Company's ordinary working hours between 0900 hours and 1700 hours (Taiwan Time) Mondays to Fridays. Even if the Customer requires work to be executed outside the stated working hours, the Company retains the sole discretion whether or not to accept such instruction, and if it does, any charges incurred thereby shall be borne by the Customer.



- 24.3** Upon receipt of the goods by the Company, the Company may, upon request from the Customer, issue a Warehouse Receipt to the Customer.
- 24.4** In the event a Warehouse Receipt is issued, the Company is entitled to deny the release of any goods stored with the Company unless and until it has received the duly endorsed original Warehouse Receipt from the named party on the Warehouse Receipt.
- 24.5** If the Customer has instructed the Company to store the goods in a specified quantity, or that the goods shall be delivered to the Company at a specified time, or that the goods shall be delivered in a certain quantity, or that the goods are to be collected at a certain time but the Customer fails to deliver or collect the goods as specified, the Customer shall be liable for all costs and expenses incurred by the Company as a result of any labour and equipment ordered and/or arranged for the execution of the specified order by the Company (whether used in full or otherwise).

**第 24 條：交付**

- 24.1** 貨物向本公司交付、且由本公司收受，應於本公司事前決定之儲藏處所，將貨物移交予本公司、且由本公司予以書面接受時生效。當客戶指示本公司交付貨物但貨物由於任何原因並未送達本公司，客戶應以賠償為基礎支付本公司基於對客戶之指示所為行為致生之支出與費用。
- 24.1A** 客戶向本公司保證，送達本公司之貨物非危險物品且在良好狀況，並以適當且安全之方式包裝。
- 24.1B** 當貨物外表有明顯損害，或當本公司有理由相信其有任何損害（不論於貨物送達本公司，或於本公司儲存時）時，客戶授權本公司不需事前通知客戶，即採取本公司認為必要之措施，以保護客戶對貨物之利益。客戶對此支付費用並負擔風險。
- 24.2** 一切貨物之交付儲藏處所、以及自儲藏處所收取一切貨物，均應於週一至週五本公司通常營業時間上午9時至下午5時（台灣時間）為之。即使客戶要求於前述工作時間以外進行工作，本公司保留自行決定是否接受此等指示之權利；若本公司接受，則任何因此產生之費用均應由客戶負擔之。
- 24.3** 經客戶要求者，本公司得於自本公司收受貨物時簽發倉庫收據予客戶。
- 24.4** 在有簽發倉庫收據之情形，於本公司自倉庫收據上記載之當事人收受經其合法背書之原始倉庫收據前，本公司有權拒絕放行任何本公司儲藏之貨物。
- 24.5** 若客戶向本公司指示應儲藏特定數量貨物、或貨物應於特定時間交付本公司、或應交付特定數量貨物、或應於特定時間收取貨物，而客戶怠於依其特定之方式交付或收取者，本公司為執行客戶特定指示而下訂及（或）安排任何勞力及設備（不問是否有完全使用）、因而產生之一切成本與費用，均應由客戶負擔之。

**Article 25: General Provisions and Description of Goods**

- 25.1** The Customer (including the third party which becomes party to the agreement between the Company and the Customer) shall see to it that all necessary permits are obtained and kept as well as that all the regulations falling under the obligations of the Customer are complied with.
- 25.2** To enable the Company to perform Warehousing Work, the Customer shall timely provide the Company with all relevant information in writing such as but not limited to information with regard to:
- (a) the nature, type, quality, composition, temperature, weight, volume, source, origin, physical and/or chemical properties of the goods;
  - (b) hazardous properties and/or substances (whether or not generally known or recognised as such) of or within the goods;
  - (c) legal consequences (ownership, storage banned elsewhere, custom formalities, etc.);
  - (d) whether a special method of storage is required or necessary due to the nature of the goods;
  - (e) special directions regarding the method of loading or unloading; and

- (f) all other particulars which are of importance to the Company.
- 25.2A The Company makes no representation or warranty with regard to the availability of berths and the time of execution of the Warehousing Work under this Chapter.
- 25.3 The Company shall be entitled to rely upon particulars relating to the goods (e.g. content, measurement, nature, quality, weight, quantity, serial numbers, marks, and value) provided by the Customer even if the goods have been counted, weighed or measured in the presence of any of the Company's agents or servants and even if the Company may have known the nature, quality or other particulars thereof.
- 25.4 The description and/or specification of the goods and the particulars thereof as stated on a Warehouse Receipt, delivery order and/or release shall be based on the description as provided by the Customer, and the Company does not, by the issuance of any such document, confirm that the description is correct, or admit the existence, good order and condition of the goods described therein, or the contents thereof, except as may otherwise be provided by applicable statute or specifically confirmed in writing by the Company.
- 25.4A The expression "said to contain" in relation to any description and/or specification of the goods and the particulars thereof as stated on any document issued by the Company (including Warehouse Warrants, Warehouse Receipts, delivery order, and/or release), shall mean that such description, specification and/or particulars of such goods are as represented and furnished by the Customer and that the Customer further accepts that the Company does not represent or warrant the truth or accuracy of such description, specification and/or particulars of such goods.
- 25.5 Should the vessel, container and/or cargo have been fumigated, then the Customer is obliged to inform the Company well in advance, at the latest 7 days prior to arrival in Taiwan or any other designated harbour, of the fumigant used and in which container(s), barge(s), hold(s) and/or packing it was applied. Degassing and/or aerating the vessel, container and/or cargo to safety concentrations will be at the Customer's risk and expense.
- 25.6 The Company may, without being obliged thereto, take measures for treatment and handling as it may deem necessary for preservation or protection of the stored goods or of its own or other's goods or properties, all at the Customer's risk and expense.
- 25.7 If the Customer sells or otherwise disposes of (part of) the goods, this does not release the Customer of its previously assumed obligations to the Company until the Company has confirmed in writing to the Customer that the Company has accepted both such transfer and the release of the goods.
- 25.8 The Customer is obliged to immediately notify the Company in writing of transfer or passing of ownership of goods or transfer or passing of the right to take delivery of the goods, as the case may be.
- 25.9 The Customer shall be obliged to notify the Company in writing of any claim of the Customer and/or of a third party who acted on behalf of the Customer, for damage to and/or loss of the means of transport of the Customer and/or of such third party prior to the departure of the means of transport from the premises of the Company or its subcontractor failing which any such claim against the Company will be barred.
- 25.10 The non-availability of a berthing or parking place upon arrival of floating or rolling means of transport is considered to be a circumstance beyond the Company's control.

#### 第 25 條：貨物描述之通用條款

- 25.1 客戶（包括成為本公司與客戶間契約之當事人之第三人）應確保一切必要之許可文件均已取得與保存、且客戶應遵循之一切規範均已遵循。
- 25.2 為使本公司履行其倉儲工作，客戶應向本公司及時以書面提供一切相關資訊，例如（但不限於）下列事項相關之資訊：
- (a) 貨物之性質、種類、品質、構成、溫度、重量、體積、來源、源頭、物理及（或）化學特性；
  - (b) 貨物或貨物所含之危險特性及（或）物質（不問一般人是否普遍認識或認知其危險）；

- (c) 法律效果（所有權、他處禁止儲藏、海關手續等）；
- (d) 是否因為貨物之性質而須有特定之儲藏方式；
- (e) 負載或卸載之特別指示；及
- (f) 對本公司具有重要性之一切其他內容。

25.2A 本公司不保證及聲明可獲得所需之泊位及依本章執行倉儲工作之時間。

25.3 本公司應有權仰賴客戶提供之貨物詳細說明（例如內容、尺寸、性質、品質、重量、數量、序號、標示、價值），即使貨物係於本公司任何代理人或使用人在場時計算、秤重或測量，亦然；且即使本公司可能已經知悉其性質、品質或其他內容，亦然。

25.4 倉庫收據、提單及（或）放行文件上所記載之貨物描述及（或）規格及其細節，均應依據客戶提供之說明，且本公司簽發任何此等文件並不表示本公司確認其描述為正確、亦不承認其所描述之貨物存在、良好狀態及狀況、或其內容物；但相關法律另有規定、或本公司另以書面予以特別確認者，不在此限。

25.4A 由本公司所出具之任何文件（包括倉單、倉庫收據、提單及（或）放行文件上）所記載之貨物描述及（或）規格及其細節，如載有「據告稱條款(said to contain)」，其應指此貨物描述及（或）規格及其細節係依據客戶所陳稱或提供而來，且客戶進一步認知且接受本公司並未針對此貨物描述及（或）規格及其細節之真實性或正確性為任何聲明或保證。

25.5 若船舶、貨櫃及（或）船貨已經熏蒸消毒，則客戶應提前至少於抵達新加坡或任何其他指定港埠七日前，向本公司告知所使用之熏蒸劑、以及熏蒸劑係於何一貨櫃、駁船及（或）包裝使用。船舶、貨櫃及（或）船貨之排氣及（或）通風、使濃度降至安全範圍，其相關風險及費用，由客戶負擔之。

25.6 本公司得（但無義務）為保存或保護儲藏貨物或本公司自己或他人之貨物或財產，採取其所認為必要之處置與處理措施，且一切措施之風險與費用，均由客戶負擔之。

25.7 客戶賣出或以其他方式處分貨物（或其部分）者，於本公司以書面向客戶確認本公司接受貨物此等移轉及放行前，客戶仍應受其前已承擔、對本公司義務之拘束。

25.8 在貨物所有權有移轉或轉讓之情形、或在收取貨物之權利有移轉或轉讓之情形，客戶應立即以書面通知本公司。

25.9 客戶及（或）代表客戶之第三人，因其運輸工具損害及（或）滅失得向本公司提出任何請求者，客戶應於此等運輸工具自本公司或其次承攬人處所離開前，以書面向本公司通知此等請求，否則任何此等對本公司之請求即不得加以主張。

25.10 懸浮性或滾動性交通工具於抵達時欠缺停泊或停靠處所之情形，非屬本公司控制範圍內之事項。

#### **Article 26: Condition**

**26.1 The Customer shall deliver the goods to the Company in a good condition, and if packed, properly packed.**

**26.2 If the goods delivered to the Company turn out to be in a damaged or defective condition and which is outwardly visible at the time of arrival, the Company shall be entitled, but not obliged, to protect the Customer's interest against the carrier or others at the Customer's risk and expense, and to arrange for the evidence regarding the condition of the goods, however, without the Customer being entitled to any right of account of the manner in which the Company has performed these duties. The Company shall immediately notify the Customer of the action taken, but failure to notify the Customer shall not give the Customer any right of claim against the Company.**

#### **第 26 條：狀況**

26.1 客戶向本公司交付之貨物，應處於良好狀況、且（若有包裝時）妥善包裝。

26.2 若交付予本公司之貨物係已經損壞或有瑕疵之狀況，且此等狀況於到達時即可自外觀予以辨認，則本公司應有權（但無義務）保護客戶對運送人或其他人之權利、其風險予費用由客戶負擔之，並就貨物之狀況安

排其證據，惟本公司履行此等職務之方式，客戶完全無置喙之餘地。本公司應立即向客戶通知其已採取之行為，惟即使本公司怠於通知客戶，亦不使客戶對本公司產生任何請求權。

#### **Article 27: Weighing/Measuring**

- 27.1** The Company shall not be obliged to weigh or measure the goods received by it if no instructions to that effect are given provided however that the Company shall have the liberty of weighing and measuring the goods if it is so required by any authority or third party and if the Company then discovers that the weight or measurement differs from the descriptions provided by the Customer, the cost of weighing and/or measuring involved shall be borne by the Customer.
- 27.2** The Company shall only be liable for ascertaining weight and/or measurement if the goods have been weighed and/or measured by the Company on the Customer's instructions.
- 27.3** The Company shall only be obliged to open packages for examination of the contents at the Customer's request, but the Company reserves the right to make such examination if it suspects that the contents have been wrongly described. If the examination reveal that the contents differ from those stated, the cost of the examination shall be borne by the Customer.

#### **第 27 條：秤重／測量**

- 27.1** 若無指示，本公司就其收受之貨物並無進行秤重或測量之義務，惟經任何主管機關或第三方要求時，本公司應有就貨物進行秤重及測量之權利，且若本公司發現其重量或尺寸不符合客戶所提供之描述時，秤重及（或）測量之相關成本應由客戶負擔之。
- 27.2** 本公司僅在依據客戶指示就貨物進行秤重及（或）測量時，始就貨物所測之重量及（或）尺寸負確認之責。
- 27.3** 本公司僅在客戶要求時，始有開啟包裝檢驗內容物之義務，惟若本公司懷疑內容物之描述有誤時，本公司保留開啟包裝檢驗內容物之權利。若檢驗發現內容物不符合描述，則檢驗之相關成本應由客戶負擔之。

#### **Article 28: Place of Storage & Access**

- 28.1** Unless otherwise agreed upon, the Company shall be at liberty to decide where the goods are to be stored and shall at any time be entitled to transfer the goods to another storage place. In the event that the transfer has been effected in the interest of the goods or through circumstances beyond the Company's control, the cost of such transfer and the risk of transport shall be borne by the Customer.
- 28.2** If the goods are transferred to another storage place, the Company shall notify the Customer, but failure to notify the Customer shall not give the Customer any right of claim against the Company.
- 28.3** The Company shall give to the Customer and/or any persons authorised by the Customer access to the place of storage of the goods subject to the following conditions and any other formalities prescribed by the relevant authorities being complied with:
- (a) all persons visiting the place of storage must comply with the Company's regulations;
  - (b) access is only provided during ordinary working hours and with attendance by an employee or agent of the Company; and
  - (c) the Customer shall be liable for any cost of attendance incurred in relation to such visit and for any damage caused directly or indirectly by such persons.

#### **第 28 條：儲藏之處所及進出**

- 28.1** 除另有約定者外，本公司應有權決定於何等處所儲藏貨物、且本公司亦應有權隨時將貨物移轉至另一儲藏處所。若貨物之移轉係為貨物之利益、或係因本公司控制範圍以外之事由所致，則移轉之成本以及運輸之風險均應由客戶負擔之。
- 28.2** 貨物移轉至其他儲藏處所時，本公司應向客戶通知，惟即使本公司怠於向客戶通知，亦不使客戶對本公司發生任何請求權。

28.3 在下列條件下、且在符合相關主管機關所要求之任何其他手續之前提下，**本公司應使客戶及（或）客戶授權之任何人**有進出貨物儲藏處所之權限：

- (a) 進入儲藏處所之任何人，均應遵循**本公司**之規章；
- (b) 僅得於通常營業時間內，由**本公司**員工或代理人陪同下，始得進出；且
- (c) 此等進出之陪同所生任何成本、以及任何此等人所直接或間接造成之損害，均應由**客戶**負擔之。

#### **Article 29: Latest Time for Instructions**

29.1 Unless otherwise agreed upon, or unless prevented by special circumstances, the Company shall commence executing accepted orders for storage or delivery of goods, if possible, not later than the next working day after having accepted the order or after receipt by the Company of the necessary documents (e.g. bills of lading and delivery orders) on the understanding that if the necessary instructions and documents for executing orders are received after 1500 hours (Taiwan time) on any working day (between Mondays to Fridays only), the next working day shall count as the day of receipt.

#### **第 29 條：指示之最後時間**

29.1 除另有約定、或因特殊情事而有不能之情形者外，**本公司**應盡可能至遲於接受訂單或收受必要文件（例如提單或交貨單）之下個工作日開始執行訂單、進行貨物之儲藏或運送，惟若係於任何工作日（僅有週一至週五）下午3點（台灣時間）後始收受為執行訂單所必要之指示及文件者，則下個工作日應視為收受日。

#### **Article 30: Dangerous Goods**

30.1 Except under special arrangements previously made in writing, the Company shall not accept or deal with any Dangerous Goods (as defined in Article 21.1).

30.2 If the Company however agrees in advance to accept any Dangerous Goods under these Conditions, the Customer shall ensure that the Dangerous Goods are accompanied by a full declaration of their nature and contents, and properly and safely packed and labeled in accordance with applicable laws and regulations for the time being in force in the relevant jurisdiction(s) including ensuring that all such packages are clearly and indelibly marked to show the hazardous nature of their contents.

30.3 Notwithstanding that the Company may have accepted the Dangerous Goods under arrangement previously agreed between the parties in writing, the Customer agrees that the Dangerous Goods may be so destroyed or otherwise dealt with by the Company at its sole discretion and in any way deemed fit by the Company at the Customer's risk and expense on account of risk to other goods, property, life or health.

30.4 If the Customer delivers any Dangerous Goods to the Company or causes the Company to handle or deal with such goods otherwise than under special arrangements previously agreed between the parties in writing, the Customer shall be liable for all loss or damage whatsoever caused by or to or in connection with such goods howsoever arising, including such loss or damage caused to third parties which the Company is obliged to compensate and/or damage caused by injury and/or any form of financial loss. The Customer shall further indemnify the Company against all penalties, claims, damages, costs (including all legal costs calculated on an indemnity basis) and expenses whatsoever and howsoever arising in connection therewith.

30.5.1 In the event that the goods handled by the Company in the performance of the Warehousing Work are deemed to be dangerous pursuant to the relevant regulations for the carriage of dangerous substances on inland waterways, by road or by sea, such handling of the goods shall be governed in accordance with such laws and regulations applicable in the relevant jurisdiction(s).

#### **第 30 條：危險貨物**

30.1 除另有事前書面特別安排者外，**本公司**不收受或處理任何**危險貨物**（定義參照第21.1條）。

30.2 然而，若**本公司**事前同意依據**本條件** 接受任何**危險貨物**者，**客戶**應確保該等**危險貨物**附有完全揭示其性質與內容之申報書，且依據相關法域當時有效之相關法令予以適當、安全包裝及標示，包括應確保一切此等包裝均清楚標示其內容物之危險性質，且此等標示應為不可除去之永久性標示。

- 30.3 雖本公司已經依據雙方事前以書面同意之安排接受危險貨物，惟客戶同意：本公司得考量危險貨物對其他貨物、財產、生命或健康之風險，依其裁量決定以本公司認為適當之方式銷毀、或以其他方式處理危險貨物，相關風險與費用由客戶負擔之。
- 30.4 若客戶向本公司交付任何危險貨物、或使本公司處理或處置危險貨物，並非依據雙方事前以書面同意之安排者，因此等貨物所致、對此等貨物所生、或與此等貨物相關之一切滅失或損害，不問其如何發生，均應由客戶負責，包括：對第三人之損失與損害而本公司必須加以賠償者、因受傷所致損害、及（或）任何形式之財務損失。因此所生之一切處罰、請求、損害賠償、成本（包括一切以賠償計算之法律費用）與費用，不問其如何發生，客戶均應賠償本公司。
- 30.5 依據經由內陸水道、道路或海洋運輸危險物質之相關規範，認定本公司為履行倉儲工作所處理之貨物具有危險性質者，此等貨物應受相關法域此等相關法令之規範。

#### **Article 31: Perishable Goods**

- 31.1 Except under special arrangements previously made in writing, the Company shall not accept or deal with any perishable goods.
- 31.2 If the Customer nonetheless delivers any perishable goods to the Company or causes the Company to handle or deal with such goods otherwise than under special arrangements previously agreed between parties in writing, the Company shall be entitled, at its sole discretion and without any further notice to the Customer, to sell or dispose of all such perishable goods. All charges and expenses incurred by the Company in connection with such sale or disposal shall be borne by the Customer.
- 31.3 Payment or tender, at the Company's sole discretion, by the Company to the Customer of the net proceeds (if any) of such sale or disposal after deduction of all outstanding fees and charges and expenses shall be equivalent to delivery.

#### **第 31 條：易腐爛貨物**

- 31.1 除另有事前書面特別安排者外，本公司不收受或處理任何易腐爛貨物。
- 31.2 若客戶仍向本公司交付任何易腐爛貨物、或使本公司處理或處置易腐爛貨物，並非依據雙方事前以書面同意之特別安排者，本公司應有權完全依其裁量決定賣出或處分此等易腐爛貨物，無須另向客戶通知。此等販賣或處分相關之一切費用，均應由客戶負擔之。
- 31.3 本公司就此等販賣或處分先予扣除一切屆期費用與收費，有任何淨所得者，將其餘額向客戶支付或提出者（支付或提出由本公司完全依其裁量決定），應等同於貨物之送達。

#### **Article 32: Precious Goods**

- 32.1 Except under special arrangements previously agreed between the parties in writing, the Company shall not accept or deal with gold, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants.
- 32.2 If any Customer nevertheless delivers such goods to the Company or causes the Company to handle or deal with such goods otherwise than under special arrangements previously agreed between the parties in writing, the Company shall be under no liability whatsoever for any loss, damage or claim however caused in connection with the goods.

#### **第 32 條：貴重貨物**

- 32.1 除依雙方事前以書面同意之特別安排者外，本公司不收受或處理黃金、貨幣、寶石、珠寶、貴重物品、古董、字畫、動物或植物。
- 32.2 若客戶向本公司交付任何此等貨物、或使本公司處理或處置任何此等貨物，並非依據雙方事前以書面同意之安排者，此等貨物發生之任何損失、損害或請求，不問其如何發生，本公司均不應負擔任何責任。

#### **Article 33: Insurance**

- 33.1 The Customer is obliged to take out and maintain adequate insurance, including but not limited to cargo insurance and insurance covering damage that can be caused by the goods. Unless otherwise agreed between the parties and subject to Article 33.2, the Company shall not be

obliged to arrange for any insurance in respect of the goods delivered into its custody. Upon request, the Customer shall give the Company access to the insurance policy concerned for inspection and to make copies of the same.

**33.2 If the Company has agreed with the Customer that it shall arrange for insurance:**

- (a) all insurance effected shall be subject to the usual exceptions and conditions of the policies of the insurance company or underwriters;
- (b) the Company shall not be responsible as regards the choice of the insurer and its ability to pay;
- (c) the risks to be covered shall be clearly stated by the Customer or the Company's estimate of the current value of the goods. A mere statement by the Customer of the value is not enough;
- (d) 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; and
- (e) the Customer shall be liable for all insurance premiums calculated on the basis of one full calendar month such that part of a month shall count as one full calendar month unless otherwise agreed in writing by the Company.

**33.3 By giving instructions for effecting the insurance, the Customer shall be deemed to have appointed the Company as its agent to make all arrangements with the insurer, including those regarding the conditions of insurance and settlement of claims in respect of any damage. When acting as an agent of the Customer by virtue of this Article, the Company shall be entitled to collect the amount of any claims but shall only be obliged to pay the compensation received by it to the Customer after deducting all monies due and owing to the Company.**

**33.4 The Company shall not be liable for any loss arising from the failure by the insurer to pay in full or in part or because a claim in respect of damage is being disputed as a result of circumstances for which the Company cannot be held liable irrespective of the manner in which the Company was concerned in effecting the insurance.**

**33.5 If the goods in the Company's custody are destroyed by fire or any other causes (regardless of whether the insurance was effected through the intermediary of the Company):**

- (a) the date of destruction shall count as the date of delivery and all charges payable to the Company shall be due up to and including such date; and
- (b) if the Company's assistance for assessment of the damage is desirable or necessary, the Company may render such assistance in return for payment by the Customer at a rate fixed by the Company and provided that all other monies due and owing to the Company have been paid in full.

**33.6 If the Company uses derricks and any other such equipment for carrying out any Services, it shall be entitled to arrange for insurance at the Customer's expense to cover the risks arising from such use.**

**第 33 條：保險**

**33.1 客戶應自行適度投保，包括（但不限於）貨物保險、以及以貨物可能引發損害為標的之保險。除當事人另有約定、且於不影響第33.2條之前提下，本公司不就其已收受保管之貨物負擔安排任何保險之責任。基於審查所需，客戶應依本公司之請求，告知保險單內容，並提供保險單影本。**

**33.2 在本公司與客戶約定由本公司安排保險之情形：**

- (a) 生效之一切保險，均應受保險公司或保險業者保單所含通常例外與條件之規範；
- (b) 本公司不就保險人之選擇或保險人之支付能力負擔任何責任；
- (c) 保險所欲涵蓋之風險，應由客戶清楚說明、或依本公司就貨物現在價值之估算。客戶僅說明其價值者，並不充分；

- (d) 本公司並無就每一委託貨物投保單獨保險之義務，且本公司得依據任何開放性或一般性保單投保；且
- (e) 客戶應負擔一切保險金，且除本公司另有書面同意者外，保險金應以完整日曆月加以計算，日曆月之一部分應以一個完整日曆月計算。
- 33.3 客戶指示本公司投保保險者，應視為客戶已經授權本公司以其代理人之身份與保險人作成一切安排，包括關於保險條件、任何損害所生請求之解決等相關安排。本公司因本條約定作為客戶代理人時，本公司應有權收受任何請求之金額，惟本公司僅在將其收受之金額扣除對本公司積欠之一切款項後，始有對客戶付款之義務。
- 33.4 保險人怠於給付一部或全部金額，或因非應由本公司負責之事由，導致對損害有所爭執者，因此所生之任何損失，本公司均不應負擔任何責任，不問本公司係如何投保保險。
- 33.5 若貨物於本公司保管期間因火災或任何其他原因而毀損（不問保險是否係由本公司之中間人所投保）：
- (a) 毀損之日應視為交付之日，一切應付予本公司之款項均應自（含）該日起屆期；且
- (b) 若允宜、或有必要由本公司提供估算之協助，則本公司得提供此等協助，並由客戶依據本公司訂定之費率就此等協助付款，惟積欠本公司之任何其他款項必須已經完全清償。
- 33.6 本公司使用起重機或任何類似設備履行任何服務者，本公司應有權就此所生風險安排保險，其費用由客戶負擔之。

#### **Article 34: Removal of Goods**

- 34.1 The Company shall, after receiving full payment of all monies due and owing to the Company, allow the goods stored with the Company to be released to the Customer or its agent. All costs and expenses in connection therewith shall be borne by the Customer.
- 34.2 The Company shall only be bound to any assignment or transfer made by the Customer with any third party in respect of any goods stored with the Company only if:
- (a) the Company has received in full all monies due and owing to it and prior written notice of the assignment or transfer;
- (b) the Customer procures that the third party enters into a new contract with the Company in respect of the storage of the goods with the Company until the release of the cargo to such third party in accordance with these Conditions. Upon the new contract taking effect, the existing contract between the Company and the Customer in respect of the goods or part thereof so transferred shall automatically terminate; and
- (c) a Warrant is issued by the Company in relation to the said goods, and the Customer has endorsed it and handed it over to the third party, and the Warrant has also been signed by the Company.
- 34.3 The Company may at any time remove the goods received for storage prior to the expiry of the storage period, if in the opinion of the Company, there is a valid and/or urgent reason for such removal, e.g.:
- (a) if the Customer has consistently failed to comply with one or more provisions of these Conditions;
- (b) if the Company is of the opinion that the goods have caused or are likely to cause loss and/or damage to other goods, storage place and equipment, or harm or injury to person(s); or
- (c) if the goods are perishable or liable to inherent changes which in the Company's opinion have caused or are likely to cause a decrease in value of the goods, and/or the Customer has neglected to give instructions for preventing or coping with such situation.



- 34.4** The Customer shall remain liable for payment of the warehouse rent up to and including the date the goods are released from the place of storage by the Company. If the goods in the Company's custody are destroyed by fire or other causes, the date of destruction shall count as the date of release.
- 34.5** After the custody term has expired, if the Customer or the Warrant Holder refuses or is unable to remove the goods deposited, the Company may notify the Customer or the last-known Warrant Holder to remove the goods within a specified period of time provided by the Company. If the goods are not removed within the time given, the Company may sell them by auction, then deduct from the proceeds of the sale all auction expenses and storage charges, and then deliver the balance, if any, to the person entitled thereto.

#### **第 34 條：貨物之移出**

- 34.1** 本公司收受積欠本公司之一切全額款項後，本公司始應允許存放於本公司之貨物向客戶或其代理人放行，一切相關成本與費用均應由客戶負擔之。
- 34.2** 於客戶就存放於本公司之任何貨物讓渡或移轉予任何第三人之情形，本公司僅在下列條件成就時，始受此等讓渡或移轉之拘束：
- (a) 本公司已收受積欠本公司之一切全額款項、以及此等讓渡或移轉之事前書面通知；
  - (b) 客戶使該等第三人與本公司就存放於本公司之貨物簽署一份新契約，至貨物依據本條件 放行予該等第三人為止。該等新契約生效時，關於移轉之貨物（或貨物經移轉之部分），本公司與客戶間既存之契約應自動終止；且
  - (c) 若本公司已就貨物填發倉單，則客戶需已於倉單 背書，並經本公司簽名，並轉讓該倉單 予第三人。
- 34.3** 貨物經本公司收受儲藏期間，若本公司認為有正當理由及（或）急迫理由，本公司得在儲藏期間內隨時將該等貨物移出；此等正當理由及（或）急迫理由包括：
- (a) 若客戶持續怠於遵循本條件 任何一個或多個條款；
  - (b) 若本公司認為貨物有對其他貨物、儲藏處所及設備造成滅失及（或）損害、或造成人身傷害之虞或可能性；
  - (c) 若貨物係易腐爛貨物、或可能發生本質上變化，且本公司認為此等貨物有發生價值減損之虞或可能性、及（或）客戶疏於就此等情形提供防止或處理之指示。
- 34.4** 客戶就倉庫給付租金之義務，直至（包括）貨物自本公司儲藏處所放行之日止。若貨物於本公司保管期間因火災或任何其他原因而毀損，毀損之日應視為放行之日。
- 34.5** 於保管期限屆至時，若客戶或倉單 持有人拒絕或無法移出保管貨物，本公司得通知客戶或最後已知倉單 持有人，要求於本公司所提供之一定時間內移出貨物。若客戶或最後已知倉單 持有人未於所定期間內移出貨物，本公司得以拍賣方式處分保管貨物，並由拍賣所得中扣除拍賣費用及保管費用後，將剩餘所得(若有)交付予應得之人。

#### **Article 35: Special Measures**

- 35.1** Unless otherwise agreed to between the parties, the Company is not obliged to take any measures in respect of the goods stored by the Company or on its behalf or their packing save for such measures which are considered to be customary for the goods. All costs and risks arising out of or in connection with any special measures taken by the Company pursuant to this Article shall be borne by the Customer.
- 35.2** However, the Company shall be entitled, at its sole discretion, to take immediate special measures (including destruction) in respect of the goods stored by the Company or on its behalf if the Company is of the opinion that failure to take any such measures may lead to loss and/or damage to the goods or other goods, storage place, or equipment, or cause harm or injury to persons. All costs and risks arising out of or in connection with any special measures taken by the Company pursuant to this Article shall be borne by the Customer.

- 35.3 The Company shall notify the last known Customer of any special measures taken pursuant to this Article but failure to give notification shall not give the latter any right of claim against the Company.**

**第 35 條：特別措施**

- 35.1** 除非雙方同意，本公司無義務對本公司存放之貨物或其代表採取任何措施，除此等措施被視為貨物之慣例。所有本公司依本條件所為特別措施之相關支出和風險，由客戶承擔。
- 35.2** 然而，本公司有權依其專有裁量，立即對存放於本公司或其代表之貨物採取特別措施(包括銷毀)，當本公司認為，若不採取該措施將會導致貨物、其他貨物、儲存地點或設備損失及(或)損害，或造成人員危害或傷害時。本公司根據本條件採取特別措施之所有費用和風險，由客戶負擔。
- 35.3** 本公司應通知最後客戶關於依本條件採取之任何特別措施，若未通知，則客戶無權對本公司主張任何權利。

**CHAPTER IV - WARRANT PROVISIONS**

**第四章 倉單 條款**

**In the event that a Warehouse Receipt is issued in accordance with Articles 24.3 and 24.4, all Articles under Chapter IV below will similarly apply (save for Articles 36.1(c) and 36.3) and all references to the Warrant Holder will refer to the Customer and all references to the Warrant will refer to the Warehouse Receipt.**

在依據第24.3條及第24.4條簽發有倉庫收據之情形下，第四章以下全部條款（但第36.1(c)條與第36.3條規定除外）均準用於簽發之倉庫收據，準用時第四章所稱倉單 持有人應指持有倉庫收據之客戶、而倉單 則應指倉庫收據。

**Article 36: Issue**

- 36.1 Upon request by the Customer, the Company may (but is not obliged to, unless otherwise provided by applicable laws) issue a Warrant. For purposes of these Conditions, a Warrant includes:**
- (a) a warrant issued by the Company;**
  - (b) a warrant issued by the Company's related corporations; or**
  - (c) a warrant issued by the Company or its related corporations in accordance with the rules of the London Metal Exchange ("LME").**
- 36.2 The Company shall be entitled to refuse to issue a Warrant if the Customer has not paid all monies due and owing to the Company, or there appears to be other grounds for the refusal. If, at any time prior to the Customer's request under Article 36.1, the Company has already issued a Warehouse Receipt covering the same goods in the Customer's request ("Existing Warehouse Receipt"), the Company shall not be obliged to issue any Warrant until the Customer presents such Existing Warehouse Receipt to the Company for the Company's nullification.**
- 36.3 The Customer shall have the right to transfer the title of all of the goods stored with the Company and appearing on a Warrant to any entity/individual by endorsing on the original Warrant, delivering possession of the same to a third party and having the Company sign the Warrant, whereupon all obligations owed by the Company to the Customer in respect of the transferred goods shall immediately cease, and shall be transferred to the Warrant Holder in accordance with these Conditions.**
- 36.4 The Warrant issued by the Company in accordance with these Conditions confers on the Warrant Holder a right to delivery of the goods covered under the Warrant except that such right to delivery is subject to the Company's claim/lien over the goods or all customs and all formalities prescribed by the authorities for delivery being complied with. Notwithstanding anything to the contrary in these Conditions and in any contract entered between the Warrant Holder and the Company, the Company shall not be obliged to deliver any goods covered under any Warrant when such Warrant is presented to the Company unless:**

- (a) the Company is satisfied as to the authenticity of the Warrant covering such goods as a Warrant issued by the Company;
  - (b) and, where applicable, such Warrant is duly endorsed in accordance with these Conditions.
- 36.5 The Customer remains liable for any discrepancy between the goods for which the Warrant has been issued and the description of such goods as stated on the Warrant.
- 36.5A (a) Unless the Customer gives notice in writing to the Company of any errors in the truth or accuracy of the description and/or specification of the goods and the particulars thereof as stated on any Warrant issued by the Company within three days from the date of the issuance of such Warrant, such description, specification and/or particulars of the goods as stated on such Warrant shall be deemed to be true and accurate and the Customer agrees that the Company shall not be liable for any controversy that may arise between such description, specification and/or particulars of the goods as they appear on the Warehouse Warrant and the actual physical quantity and/or quality of such goods.
- (b) Notwithstanding Article 36.5A(a) above, where the Customer receives a Warrant endorsed in accordance with these Conditions, unless the Customer gives notice in writing to the Company of any errors in the truth or accuracy of the description and/or specification of the goods and the particulars thereof as stated on any Warrant issued by the Company within three days from the date of the endorsement of such Warrant, such description, specification and/or particulars of the goods as stated on such endorsed Warrant shall be deemed to be true and accurate and the Customer agrees that the Company shall not be liable for any controversy that may arise between such description, specification and/or particulars of the goods as they appear on the Warehouse Warrant and the actual physical quantity and/or quality of such goods.
- (c) Upon the Company's receipt in writing of any errors in accordance with Articles 36.5A(a) or 36.5A(b) above, the Company shall be entitled to deal with such Warrant in accordance with Article 38 of these Conditions.
- 36.6 In the event a Warrant is issued, the Company is entitled to deny the release of any goods stored with the Company unless and until it has received the duly endorsed original Warrant from the Warrant Holder.

### 第 36 條：簽發

- 36.1 客戶要求時，本公司得（但無義務，但法律另有規定者，從其規定）簽發倉單。於本條件下，所謂倉單包括：
- (a) 本公司簽發之倉單；
  - (b) 本公司相關公司所簽發之倉單；或
  - (c) 本公司或其相關公司依據倫敦金屬交易所（下稱「LME」）之規則所簽發之倉單。
- 36.2 客戶尚未完全清償積欠本公司之一切款項前、或有任何其他理由時，本公司應有權拒絕簽發倉單。若在客戶依36.1條提出請求前，本公司已簽發倉庫收據且此等倉庫收據所載貨物與客戶所請求者一致時（下稱「現存倉單收據」），直至客戶向本公司提出該現存倉庫收據進行註銷為止，本公司無義務簽發任何倉單。
- 36.3 客戶應有權透過在原始倉單背書、移轉該倉單之占有、並經本公司於該倉單上簽署後，將存放於本公司且記載於倉單上之貨物之全部移轉其權利予任何實體／個人，且於此同時，本公司就移轉貨物對客戶所負擔之一切義務應立即終止、且應依據本條件移轉予倉單持有人。
- 36.4 本公司依據本條件所簽發之倉單，對倉單持有人負有交付該倉單所載貨物之權利，惟此等請求交付之權利，應受本公司就貨物之請求／留置權之限制，且應遵循主管機關之一切慣例及手續。即使有違反本條件及本公司與倉單持有人間之任何契約，本公司無義務交付所提出之任何倉單所載之貨物，除非：
- (a) 本公司認可倉單所載貨物之真實性如同本公司所簽發之倉單；
  - (b) 及，於情況適用時，該倉單經合法背書並符合本條件。
- 36.5 簽發倉單所含貨物與倉單上所記載之貨物描述有任何出入者，概由客戶負責。

- 36.5A (a) 除非**客戶**於**本公司**簽發倉單之三日內，以書面通知**本公司**倉單上所記載之貨物描述及（或）規格及其細節有真實性或正確性的錯誤，否則此等貨物描述及（或）規格及其細節應被認為真實且正確，且就倉單上所記載之貨物描述及（或）規格及其細節，與貨物事實上的品質及（或）數量，兩者所產生之爭議，**客戶**同意**本公司**不應負責。
- (b) 即使有第36.5A(a)條之規定，於**客戶**收受依本條件背書之倉單之情形，除非**客戶**於該背書完成之三日內，以書面通知**本公司**倉單上所記載之貨物描述及（或）規格及其細節有真實性或正確性的錯誤，否則此等貨物描述及（或）規格及其細節應被認為真實且正確，且就倉單上所記載之貨物描述及（或）規格及其細節，與貨物事實上的品質及（或）數量，兩者所產生之爭議，**客戶**同意**本公司**不應負責。
- (c) 當**本公司**收受依第36.5A(a)條或第36.5A(b)條之關於倉單記載錯誤之書面，**本公司**應有權依第38條規定處理此倉單。
- 36.6 在有簽發倉單之情形，於**本公司**自倉單持有人收受合法背書之原始倉單前，**本公司**有權拒絕放行任何**本公司**儲藏之貨物。

### **Article 37: Validity**

- 37.1 Unless otherwise specified in the Warrant or stipulated by the applicable laws, the Warrant shall have a validity of 2 years from the date of issue.
- 37.2 On the expiry of the Warrant, the Company may, if requested by the Warrant Holder, either:
- (a) agree to replace the expired Warrant with a new Warrant against payment by the Warrant Holder to the Company of all fees due and payable then and any charges due for the issue of a new Warrant; or
- (b) refuse to issue a new Warrant to replace the expired Warrant and/or stop the goods covered under the expired Warrant from being removed from the stated place of storage unless all monies due and owing to the Company by the Warrant Holder have been settled in full.
- 37.3 If (a) the Warrant was not presented for replacement on the expiry date; or (b) after the Company has refused to replace an expired Warrant, and the goods have not been removed on the expiry date with outstanding unpaid monies due and owing to the Company, then the holder of the said Warrant shall be deemed to have agreed to pay all outstanding monies and the Company shall have the right to sell or dispose off the goods covered under the expired Warrant in accordance with these Conditions.
- 37.4 The Company shall use all reasonable efforts to deliver to the last known holder of the expired Warrant the goods covered under the Warrant within 4 years after the expiry of the Warrant, or (as the case may be) the net proceeds from the sale of the goods (without payment of interest and after deduction of the outstanding monies due and owing to the Company and costs incurred in relation to the sale) if the Company has exercised its right of lien in accordance with these Conditions.
- 37.5 The Company shall no longer be obliged to deliver the goods or account for the proceeds of sale of the goods to the last known holder of the expired Warrant or any other person after the expiry of the said 4 years. Upon the expiry of the said 4 years, the last known holder of the expired Warrant shall cease to have any rights or title to such goods.

### **第 37 條：效力**

- 37.1 除倉單 本身或法律另有規定者外，倉單 之效力應自簽發之日起算2年。
- 37.2 倉單 屆期時，**本公司**得依倉單 持有人之請求為下列處理：
- (a) **本公司**得同意更換倉單，惟須倉單 持有人向**本公司**支付一切當時應付費用以及簽發新倉單 之一切費用；或
- (b) 於倉單 持有人完全清償其對**本公司**積欠之一切款項前，**本公司**得拒絕簽發新倉單 以取代屆期之倉單、及（或）拒絕自儲藏處所取出已屆期倉單 所含貨物。

- 37.3 若 (a) 倉單 未於屆期時提示以供更換；或 (b) 本公司拒絕更換屆期倉單，且貨物並未於倉單 屆期日移出、且尚有對本公司積欠之款項未付清者，則應視為倉單 持有人同意清償一切積欠款項，且本公司應有權依據本條件 就屆期倉單 所含貨物進行賣出或處分。
- 37.4 本公司應盡一切努力，於倉單 屆期4年內將屆期倉單 所載貨物送達最後已知倉單 持有人，或（若適用時）在本公司已經依據本條件 行使其留置權時，將出售貨物之淨所得（扣除積欠本公司款項及販賣相關成本，且不予計息）送達最後已知倉單 持有人。
- 37.5 前述4年期間屆滿後，本公司即不應繼續負有義務將貨物或販賣貨物所得送達屆期倉單 之最後已知持有人或任何其他人。此等4年期間屆滿後，屆期倉單 之最後已知持有人應不再就此等貨物有任何權利或主張。

#### **Article 38: Mutilations and Any Errors**

- 38.1 All modifications or amendments to any parts of the contents of a Warrant (including all erasures, deletions, insertions, mutilations, and any apparent errors on the Warrant) shall render the Warrant invalid. For the purposes of this Article 38, an “apparent error” shall mean any information on the Warrant that the Company has any reason to believe is inaccurate, wrong or false in any respect of the goods covered under the Warrant.
- 38.2 Where the Warrant is rendered invalid by any of the reasons set out in Article 38.1, the Company shall be entitled to demand from the Last Known Warrant Holder of such invalidated Warrant, and such Warrant Holder shall be obliged to surrender to the Company, such invalidated warrant. Upon delivery of such invalidated Warrant, the Company shall be entitled to cancel the same. Upon cancellation of such invalidated Warrant, the invalidated Warrant shall become null and void, and all of the Company’s obligations under such nullified Warrant shall cease.
- 38.3 If the Last Known Warrant Holder fails to deliver the Warrant to the Company as demanded by the Company in accordance with Article 38.2 above within 14 days of such demand, the Company may, at the expense of the Last Known Warrant Holder, make an announcement in any 2 daily newspapers or other periodical publications selected by the Company at its discretion and without reference to the Warrant Holder to unilaterally declare that such Warrant has been invalidated in accordance with these Conditions and the invalidated Warrant shall become null and void, and all of the Company’s obligations under such nullified Warrant shall cease.
- 38.4 The Warrant Holder whose Warrant has been rendered invalid by any of the reasons set out in Article 38.1 may, on surrendering the same, apply to the Company for a new Warrant to be issued by the Company upon payment of the charges involved. Upon receiving such application, the Company may (but is not obliged to) issue a new Warrant. In issuing the new Warrant, the Warrant Holder agrees that the Company shall rely on the description, specification and/or particulars of the goods covered under the new Warrant furnished by the Warrant Holder and such description, specification and/or particulars of such goods shall be deemed to be conclusive evidence of the physical quantity and/or quality of such goods covered under the new Warrant.

#### **第 38 條：毀損**

- 38.1 所有針對倉單上任何內容之增減或修正（包括所有對倉單之塗抹、刪除、插入、毀損或使有任何明顯錯誤者）應失其效力。第38條所稱之明顯錯誤系指，本公司基於任何理由相信，倉單上所載之貨物資訊不正確、錯誤且不實。
- 38.2 倉單根據第38.1條中之任何理由已無效者，本公司有權要求最後倉單持有人繳回該無效倉單，且最後倉單持有人有義務為之。本公司有權於該無效倉單送達時銷毀之。無效倉單銷毀時，該倉單失效，本公司對於該失效倉單上之所有義務隨之中止。
- 38.3 若最後倉單持有人未能於14天內依本公司按第38.2條規定所為之要求交付倉單予本公司，本公司得依其裁量權限且不必知會倉單持有人，於2份日報或本公司選擇之期刊上公告，並於公告中片面宣稱該倉單根據本條件已失效。本公司對於該失效倉單之所有義務隨之中止。
- 38.4 倉單根據第38.1條中之任何理由已無效者，其倉單持有人得繳回該等倉單，並於支付相關費用後向本公司申請簽發新倉單。於接獲上開申請後，本公司得（但無此義務）簽發新倉單。簽發新倉單時，倉單持有人同意本公司應信賴倉單持有人所提供之貨物描述及（或）規格及其細節，且此等貨物描述及（或）規格及其細節，應被視為貨物事實上之品質及（或）數量之確定證據。

**Article 39: Loss/Destruction**

- 39.1 If a Warrant is lost, damaged, or destroyed, the person who claims to be entitled to it ("Applicant") may apply to the court for a public summons for the nullification of such Warrant. Once the court has approved such an application by issuing a ruling for a public summons, the Applicant may initiate the public summons proceedings and the Applicant may apply to the Company for the issue of a new Warrant for the goods. Such application shall include the grounds on which the Applicant proves his title over the goods. The Company may demand a payment of a certain sum in advance as security in connection with such application. In issuing a new Warrant, the Company shall only look to its records as valid evidence in relation to the description and quantity of the goods covered under the Warrant and such information shall, save for manifest error, be deemed to be definitive and conclusive.
- 39.2 Once the public summons proceedings have been initiated, the Applicant shall, at its own cost and expense, publish the court's ruling for a public summons in an official gazette, newspaper, or other similar means of communication. A third party that believes it has title to the goods mentioned in the said Warrant has a period of 2 months, beginning from the day of the said publication ("Publication Period"), to oppose the nullification of the lost, damaged, or destroyed Warrant or issuance of the new Warrant]. If no opposition is raised within the Publication Period, the Applicant may apply to the court for a judgment of abridgment of rights within 3 months after the expiration of the Publication Period. Once the court issues a judgment of abridgment of rights, the Warrant in question would become nullified and void and all of the Company's obligations under such nullified Warrant shall cease. If any opposition is raised by a third party during the Publication Period, the dispute over which party shall have title to the goods shall be determined by the courts, and the Company shall not be in default for any delay in the delivery of the goods under the lost, damaged, or destroyed Warrant.
- 39.3 The person who is the beneficiary of the nullified/new Warrant or the goods covered under the nullified/new Warrant shall indemnify and hold harmless the Company from any claim, cost, expense and loss suffered or incurred by the Company on account of such delivery. The Company may further require security to be given in this respect.
- 39.4 All costs and expenses howsoever incurred by the Company in any legal proceedings or intended legal proceedings effected by or against the Company in connection with the nullification of any Warrant, or issue of a new Warrant, in accordance with this Article shall be borne by the Applicant.

**第 39 條：遺失／銷毀**

- 39.1 若倉單發生遺失、毀損或銷毀者，有權主張之當事人(以下簡稱“申請人”)得向法院申請公示催告。於法院核准公示催告之申請後，申請人可開始進行公示催告程序，申請人得依法向本公司申請簽發新倉單。申請人向公司申請簽發新倉單時，應向公司證明其有貨物所有權之理由。公司得要求申請人就申請簽發新倉單預先支付保證金。公司於簽發新倉單時，就該倉單表彰之貨物描述及數量，除顯然之錯誤外，僅以公司留存之紀錄為最終且決定性之證據。
- 39.2 申請人應將法院准許公示催告之裁定登載於公報、新聞紙或其他相類之傳播工具，並自登載之日起起算二個月以上，作為第三人申報其對系爭倉單權利之期間。倘於權利申報期間未有他人對主張之權利有爭執，自申報權利期間期滿後三個月內，申請人得向法院聲請為除權判決。自除權判決日起，系爭倉單之權利始被廢止。倘於權利申報期間有他人對主張之權利有爭執，將由法院對系爭權利之歸屬做最終判決。
- 39.3 註銷／新倉單之受益人、或註銷／新倉單所載貨物之受益人，就本公司因此等交付所承受或發生之任何請求、成本、費用與損失，均應賠償本公司，並應使本公司無任何傷害。關於此，本公司亦得要求擔保。
- 39.4 因依據本條規範註銷任何倉單或簽發新倉單，任何人已經或有意對本公司提起任何法律程序、或本公司已經或有意提起任何法律程序，因而使本公司發生之一切成本及費用，不問其如何發生，均應由申請人負擔之。

**Article 40: Storage/Transfer of Goods**

- 40.1 The Company shall be entitled to decide the place of storage for the goods covered under the Warrant, or whether the goods should be transferred to another storage place. In the event that the transfer has been effected in the interest of the goods or through circumstances beyond the Company's control, the cost of such transfer and the risk of transport shall be borne by the Customer. If the goods are transferred to another storage place, the Company shall notify the Warrant Holder but failure to notify shall not give the Warrant Holder any right of claim against the Company.

**第 40 條：貨物之儲藏／移轉**

- 40.1 本公司應有權決定於何等處所儲藏倉單 所載貨物、且本公司亦應有權隨時將貨物移轉至另一儲藏處所。若貨物之移轉係為貨物之利益、或係因本公司控制範圍以外之事由所致，則移轉之成本以及運輸之風險均應由客戶負擔之。貨物移轉至其他儲藏處所時，本公司應向倉單 持有人通知，惟即使本公司怠於向倉單 持有人通知，亦不使倉單 持有人對本公司發生任何請求權。

**Article 41: Access to Goods**

- 41.1 The Warrant Holder and/or any persons authorised by him shall be given information and access to the place of storage of the goods covered under the Warrant in accordance with these Conditions. Such access shall be subject to the following:
- (a) compliance with security, conditions and other formalities prescribed by the Company, or its agents/subcontractors or any relevant authorities;
  - (b) access is provided only during the Company's ordinary working hours and in the presence of an authorised representative of the Company; and
  - (c) any cost incurred, and/or any damage caused, directly or indirectly, by the Company as a result of the Warrant Holder's access to the goods shall be borne by the Warrant Holder.

**第 41 條：貨物之接近**

- 41.1 倉單 持有人及（或）倉單 持有人授權之任何人均應就倉單 所載貨物之儲藏處所享有依據本條件 取得資訊與進出之權利。此等進出應受下列規範：
- (a) 應遵循本公司、本公司之代理人／次承攬人或任何相關主管機關之安全、條件及其他手續；
  - (b) 僅得於本公司通常營業時間內，由本公司授權代表陪同下，始得進出；且
  - (c) 本公司因倉單 持有人對貨物之進出存取所導致直接或間接之費用支出、損失，均應由倉單 持有人負擔之。

**Article 42: Execution of Work**

- 42.1 The Company shall charge the Warrant Holder for any services to be carried out in respect of the goods covered under the Warrant. Work shall only commence after the Warrant has been lodged.
- 42.2 Work which the Company does not wish to undertake may, after the Company's approval has been obtained and after the Warrant has been lodged with it, be executed by or on behalf of the Warrant Holder, subject to the conditions to be laid down by the Company, under the supervision of the Company and against payment of the cost involved, but without any liability for the Company.
- 42.3 The Company shall use reasonable endeavours to record any alteration, decrease or change in the number of items of the goods covered under the Warrant caused by part delivery, sampling and handling of the goods. If there is no space left on the Warrant for such recording, the Warrant shall be replaced at the Warrant Holder's expense.

**第 42 條：工作之執行**

- 42.1 本公司就倉單 所載貨物所提供之任何服務，均應向倉單 持有人收費。倉單 出示後，始應開始相關工作。
- 42.2 關於本公司不願執行之工作，得經本公司同意、且於倉單 向本公司出示後，由倉單 持有人或由他人為倉單 持有人進行，惟該等工作之進行須依據本公司之條件、於本公司監督下、且於相關費用均已清償後，始得進行，且本公司不就此等工作之進行負擔任何責任。
- 42.3 倉單 所載貨物因部分交付、抽樣及處理，使其數量有任何變更、減少或變動者，本公司應盡合理努力紀錄之。若倉單 已無空間為此等記錄，則應更換倉單，其費用由倉單 持有人負擔之。

**Article 43: Special Measures**

- 43.1 Unless otherwise agreed between the parties, the Company is not obliged to take any measures in respect of the goods covered under the Warrant or their packing save for such measures which are considered to be customary for the goods. All risks in any special measures taken by the Company pursuant to this Article shall be borne by the Warrant Holder.
- 43.2 However, the Company shall be entitled at its sole discretion to take immediate special measures action (including destruction) in respect of the goods covered under the Warrant if the Company is of the opinion that failure to take any such measures may lead to loss and/or damage to the goods or other goods, storage place or equipment, or cause harm or injury to persons. All risks in any special measures taken by the Company pursuant to this Article shall be borne by the Warrant Holder.
- 43.3 The Company shall notify the Last Known Warrant Holder of any special measures taken pursuant to this Article but failure to give notification shall not give the latter any right of claim against the Company.

**第 43 條：特殊措施**

- 43.1 除當事人另有約定者外，本公司並無義務就倉單 所載貨物或其包裝採取任何措施，但就系爭貨物認為通常均採取之措施，不在此限。本公司依據本條文採取任何特殊措施所生之一切風險，均應由倉單 持有人負擔之。
- 43.2 然而，於本公司認為若不立即就倉單 所含貨物採取特殊措施，將對該貨物或其他貨物、儲藏處所或設備造成滅失及（或）損害、或造成人身傷害或損害，則本公司應有權依其裁量權限決定立即採取特殊措施（包括銷毀）。本公司依據本條文採取任何特殊措施所生之一切風險，均應由倉單 持有人負擔之。
- 43.3 本公司依據本條文採取任何特殊措施者，應向最後已知倉單 持有人通知此等特殊措施，惟即使本公司怠於為此等通知，亦不使此等人對本公司發生任何請求權。

**Article 44: Removal**

- 44.1 If the Company no longer wishes to keep the goods covered under the Warrant (a) on or after the expiry of the Warrant or (b) in the event that any contract between the Company and the Customer is terminated in accordance with Article 56, the Company shall summon the Last Known Warrant Holder to remove the goods. The Warrant Holder is required to present to the Company the duly endorsed original Warrant, failing which the Company is entitled to deny the removal of the goods. If the Last Known Warrant Holder fails to respond to the summons within 14 days, the Company shall be entitled to dispose of the goods covered under such Warrant (including the sale of such goods at such price to be determined absolutely by the Company) at its absolute discretion and the Customer accepts that it shall not have any claims against the Company for any such disposal on the basis of law or equity or otherwise.
- 44.2 Before proceeding with such disposal provided in Article 44.1, the Company shall make 2 announcements at intervals of at least 14 days in 2 daily newspapers, one of which is published in the place where the Company has its registered office. In each announcement, the Company shall state its intention to dispose of the goods and unilaterally declare that any Warrant covering such goods intended to be disposed shall become null and void, and all of the Company's obligations under such nullified Warrant shall cease on the 14<sup>th</sup> day from the date of the announcement. If the Warrant Holder fails to respond within 14 days from the date of the second announcement or if he has come forward and no agreement has been reached as to removal of the goods, the Company shall be at liberty to dispose of the goods, whether by private contract or otherwise.
- 44.3 Notwithstanding the expiry of any Warrant, the holder of the expired Warrant shall continue to be liable to the Company for all charges due and owing to the Company in respect of the goods, and all costs incurred by the Company in making the relevant announcements and conducting the sale, all of which shall be recoverable from the proceeds of the sale. If after such deductions there is a balance, such balance shall be treated in accordance with Articles 37.4 and 37.5.



**第 44 條：移出**

- 44.1 若**本公司**不擬於倉單屆期時或屆期後繼續保存倉單所載貨物，或**本公司**與客戶間之任何契約於根據第56條規定終止時，則**本公司**應請求最後倉單持有人移出貨物。倉單持有人應向**本公司**提示經合法背書之原始倉單，否則**本公司**有權拒絕其移出貨物。若最後倉單持有人未能依請求於14日內答覆，則**本公司**應有權依其裁量權限處置倉單上所載之貨物（包括以**本公司**全權決定之價格出售貨物），且客戶同意其不應對**本公司**上開依法或其他規定所為之處置，提出任何異議對抗之。
- 44.2 於進行第44條規定之處置貨物前，**本公司**應於2份日報刊登二次公告，二次公告間應至少間隔14日，且其中1份日報應係於**本公司**登記所在地發行者。每次公告中，**本公司**應述明處置貨物之意圖，且單方宣告任何載有該等貨物之倉單將屬無效，而**本公司**對該無效倉單之所有義務將自公告後第14日暫停。若倉單持有人未能於第二次公告14日內回應，或雖倉單持有人出面、但無法就貨物之移出達成合意，則**本公司**應有權處置貨物，不問其處置係以私人契約或其他方式。
- 44.3 即使倉單已屆期，對**本公司**積欠之一切款項、以及**本公司**為作成相關公告及出售所發生之一切成本，均應由屆期倉單之持有人負責，且應自出售所得中收取；若扣除此等款項與成本後尚有餘額，則此等餘額應依第37.4條與第37.5條處理之。

**Article 45: Demand/Set-off**

- 45.1 **Without prejudice to any other provisions in these Conditions (including Article 10) and to the extent permitted by laws, the Company shall be entitled to demand or set off (in full or in part) the following charges prior to delivery of the goods covered under the Warrant:**
- (a) **storage charges for so many months as the Warrant shows to have elapsed and which has not been recorded therein as already having been paid prior to delivery, to be calculated on the basis of the monthly charges stated to be payable in the Warrant together with increases of rent, if any (parts of months shall count as full months);**
  - (b) **insurance premium for so many months as the Warrant shows to have elapsed and which has not been recorded therein as already having been paid prior to delivery;**
  - (c) **costs incurred in the delivery of the goods covered under the Warrant to be calculated at the then existing rate and all disbursements incurred by the Company in respect of customs or any other formalities prescribed by the relevant authorities for the delivery of such goods;**
  - (d) **all costs and expenses incurred by the Company after the date of issue in order to preserve the said goods covered under the Warrant or to eliminate any dangers caused by such goods to any equipment, persons or any other goods stored in the same warehouse; and in respect of the costs of any measures taken in respect of such goods which are necessitated by circumstances beyond the Company's control;**
  - (e) **all penalties, claims, damages, costs and expenses whatsoever arising in connection with the goods covered under the Warrant and any other amounts due to the Company as evidenced by the Warrant.**

**第 45 條：請求／抵銷**

- 45.1 於不影響**本條件** 任何其他條款（包括第10條）及法律允許之前提下，**本公司**應有權於交付倉單 所載貨物前，就下列款項提出請其或進行（部分或全部）抵銷：
- (a) 倉單 所載已經經過之月份之儲藏費用、未於倉單 記載已經於交付前清償者，其數額應依倉單 記載之每月費率計算、並應加計租金之調漲（若有）（未滿一個月者，以一個月計算之）；
  - (b) 倉單 所載已經經過之月份之保險費、未於倉單 記載已經於交付前清償者；
  - (c) 倉單 所載貨物之交付所生成本，以當時之費率計算，且應加計**本公司**為此等貨物之交付依據相關主管機關之規定或其他手續所生一切支出；
  - (d) **本公司**於簽發日後為保存倉單 所含貨物、或為免除此等貨物可能對任何設備、人員或存放於同一倉庫之任何其它貨物產生之危險，因而發生之一切成本與費用；以及**本公司**控制範圍外之事由所致必須就此等貨物採取之任何措施所生成本；

- (e) 倉單 所載貨物所生相關處罰、請求、損害賠償、成本與費用，以及依據倉單 可知尚積欠本公司之任何其他款項。

#### **Article 46: Insurance**

- 46.1** The Customer is obliged to take out adequate insurance, including but not limited to cargo insurance and insurance covering damage that can be caused by the goods. Unless otherwise stated in the Warrant that the goods are insured and subject to Article 46.2, the Company shall not be obliged to insure the goods covered under the Warrant.
- 46.2** If the Company has agreed with the Customer that it shall arrange for insurance:
- (a) all insurance effected shall be subject to the usual exceptions and conditions of the policies of the insurance company or underwriters;
  - (b) the Company shall not be responsible as regards the choice of the insurer and its ability to pay;
  - (c) the insured value shall be the value as mentioned in the Warrant or the Company's estimate of the current value of the goods covered under the Warrant;
  - (d) the risks to be covered shall be clearly stated by the Warrant Holder. A mere statement by the Customer is not enough; and
  - (e) the Customer shall be liable for all insurance premiums calculated on the basis of one full calendar month such that part of a month shall count as one full calendar month unless otherwise agreed in writing by the Company.
- 46.3** By giving instructions for effecting the insurance, the Warrant Holder shall be deemed to have appointed the Company as its agent to make all arrangements with the insurer, including those regarding the conditions of insurance and settlement of claims in respect of any damage. When acting as an agent of the Warrant Holder by virtue of this Article, the Company shall be entitled to collect the amount of any claims but shall only be obliged to pay the compensation received by it to the Warrant Holder after deducting all monies due and owing to the Company.
- 46.4** The Company shall not be liable for any loss arising from the failure by the insurer to pay in full or in part or because a claim in respect of damage is being disputed as a result of circumstances for which the Company cannot be held liable irrespective of the manner in which the Company was concerned in effecting the insurance.
- 46.5** If the goods covered under the Warrant and which are in the Company's custody are destroyed by fire or any other causes (regardless of whether the insurance was effected through the intermediary of the Company):
- (a) the Company shall use reasonable endeavours to notify the Last known Warrant Holder of such destruction but such person shall have no rights to claim against the Company for failure to give such notification;
  - (b) the date of destruction shall count as the date of delivery and all charges (including any insurance premium due for so many months as have elapsed and have not been recorded in the Warrant as already paid, parts of months to count as full months) payable by the Customer to the Company shall be due up to and including such date; and
  - (c) if the Company's assistance for assessment of the damage is desirable or necessary, the Company may render such assistance in return for payment by the Customer at a rate fixed by the Company and provided that all other monies due and owing to the Company have been paid in full.
- 46.6** If the Company uses derricks and any other such equipment for carrying out any services, it shall be entitled to arrange for insurance at the Customer's expense to cover the risks arising from such use.

**第 46 條：保險**

- 46.1 **客戶**應自行適度投保，包括（但不限於）貨物保險、以及以貨物可能引發損害為標的之保險。除倉單 另有記載相關貨物已經依據第46.2條投保，**本公司**不應就倉單 所含貨物負擔投保之責任。
- 46.2 在**本公司**與**客戶**約定由**本公司**安排保險之情形：
- (a) 生效之一切保險，均應受保險公司或保險業者保單所含通常例外與條件之規範；
  - (b) **本公司**不應就保險人之選擇或保險人之支付能力負擔任何責任；
  - (c) 保險價值應為倉單 所記載之價值、或**本公司**就倉單 所含貨物之現在價值所為之估算；
  - (d) 保險所欲涵蓋之風險，應由倉單 持有人清楚說明。**客戶**僅說明其價值者，並不充分；且
  - (e) **客戶**應負擔一切保險金，且除**本公司**另有書面同意者外，保險金應以完整日曆月加以計算，日曆月之一部分應以一個完整日曆月計算。
- 46.3 倉單 持有人指示**本公司**投保保險者，應視為倉單 持有人已經授權**本公司**以其代理人之身份與保險人作成一切安排，包括關於保險條件、任何損害所生請求之解決等相關安排。**本公司**因本條約定作為倉單 持有人代理人時，**本公司**應有權收受任何請求之金額，惟**本公司**僅在將其收受之金額扣除對**本公司**積欠之一切款項後，始有對倉單 持有人付款之義務。
- 46.4 保險人怠於給付一部或全部金額，或因非應由**本公司**負責之事由，導致對損害有所爭執者，因此所生之任何損失，**本公司**均不應負擔任何責任，不問**本公司**係如何投保保險。
- 46.5 若倉單 所載貨物於**本公司**保管期間因火災或任何其他原因而毀損（不問保險是否係由**本公司**之中間人所投保）：
- (a) **本公司**應盡合理努力向最後倉單 持有人通知此等毀損情事，惟即使**本公司**怠於為此等通知，亦不使此等人對**本公司**發生任何請求權；
  - (b) 毀損之日應視為交付之日，**客戶**一切應付予**本公司**之款項（包括已經經過月份之保險費未於倉單 上記載已經清償者，且不滿一個月者，以一個月計算）均應自（含）該日起屆期；且
  - (c) 若允宜、或有必要由**本公司**提供估算之協助，則**本公司**得提供此等協助，並由**客戶**依據**本公司**訂定之費率就此等協助付款，惟積欠**本公司**之任何其他款項必須已經完全清償。
- 46.6 **本公司**使用起重機或任何類似設備履行任何服務者，**本公司**應有權就此所生風險安排保險，其費用由**客戶**負擔之。

**Article 47: Alteration of Insured Value**

- 47.1 **Alteration of the insured value and termination of the insurance shall be possible only if the Warrant is lodged for endorsement thereof. In all other cases the insurance shall terminate upon delivery of goods covered under the Warrant.**
- 47.2 **Upon the delivery of part of the goods, the insured value shall be reduced by the corresponding number of units if the insured value per unit is stated in the Warrant. Upon delivery of part of the goods if the Warrant does not show the insured value per unit and a proportionate decrease is not apparent from the Warrant, the insured value of the goods to be delivered shall be stated separately and recorded in the Warrant. In the absence of such a statement, the Company shall be entitled to reduce the insured value at its option in the same proportion as the goods have decreased in number, weight, size and/or contents of packages.**

**第 47 條：保險金額之變更**

- 47.1 變更保險金額、或終止保險，均應於倉單 已經背書出示後，始得為之。於任何一切其他情形下，倉單 所載貨物交付時，保險應即終止。

- 47.2 貨物部分交付者，若倉單有記載每單位之保險金額，則保險金額應依部分交付之單位減少之。貨物部分交付者，若倉單並未記載每單位之保險金額、且若無法依據倉單按比例計算減少數額，則應於倉單上就已經交付之貨物另行記載其保險金額。若無此等記載，則本公司應有權依據減少之包裝數目、重量、尺寸及（或）內容，依其選擇按比例減少保險金額。

## **CHAPTER V - SHIPBROKING WORK CONDITIONS**

### **第五章 船舶經紀工作條款**

#### **Article 47A: General Provisions**

**47A.1 To enable the Company to carry out the Shipbroking Work, the Customer shall:**

- (a) appoint the Company as its agent to act for and on its behalf to carry out all the Shipbroking Work; and
- (b) in such appointment of the Company as the Customer's agent, confer on the Company all necessary power, authority, and license in order that the Company may perform the Shipbroking Work, including but not limited to, the power to enter into contracts with third parties on the Customer's behalf and for the Customer's benefit.

**47A.2 If in the case of any contract of affreightment between charterer and shipowner, it is agreed that the shipbroker appointed by the charterer is to act as the ship's agent, and where the Company is the said shipbroker, the charterer and shipowner shall be jointly and severally liable as principals vis-à-vis the Company according to the terms envisaged by these Conditions.**

**47A.3 The Company shall be at liberty to contract out aspects of its Shipbroking Work to third parties for the benefit of the Customer. The Company shall also make use in the execution of its obligations of goods / equipment of third parties, on the conditions that are customary in the branch of trade of these third parties concerned or that the third parties themselves have laid down for their business. The Company shall then also be entitled though not obliged to, vis-à-vis, the Customer, rely on those conditions, inclusive of conceivable arbitration, jurisdiction and/or choice of law clauses therein.**

**47A.4 The Customer (including the third party which becomes party to the contract between the Company and the Customer) shall see to it that all permits necessary in the performance of the Shipbroking Work are obtained and kept as well as that all the regulations falling under the obligations of the Customer are complied with.**

**47A.5 In all instances where the Company receives cargo for shipment or transport, it shall be deemed to have this cargo in its charge and render its services concerning these goods as authorised agent of the Customer / shipper / sender until such time as when it has been taken over by or on behalf of the ship / the carrier. This does not apply if, at taking over of the goods, the Company has explicitly stated that it is acting on behalf of the carrier. In the aforesaid instances, the cargo remains entirely at the risk and expenses of the Customer / shipper / sender and all costs such as berth dues, demurrage charges in respect of barges, demurrage on wagons, discharging of barges and wagons, superintendence, weighing, expenses for work at night or overtime shall be at the expense of the Customer / shipper / sender.**

**47A.6 The Company does not represent or warrant the accuracy or correctness of the information it receives from third parties and which is communicated to the Customer. Such aforesaid information includes but is not limited to, information concerning port facilities, dispatch of cargo, cost and expenses for related services quoted by third parties, the status and progress of loading and unloading of cargo, the status of arrival and departure of vessels or cargo.**

**47A.7 In all contracts that the Company enters into with third parties in pursuance of the Shipbroking Work, the Customer agrees to be personally liable to such third parties for all of the Company's obligations thereunder, including but not limited to all laycan obligations.**

**47A.8 The Company is never responsible for the proper collection or holding of monies for anyone's behalf due on delivery of goods shipped on cash-on-delivery terms.**

**47A.9 The Company shall be entitled to do all of the following:**

- (a) where the Company holds any cargo or things in its custody on behalf of the Customer:

- (i) withhold delivery of such cargo or things to any third parties without giving any reasons whatsoever;
  - (ii) cease to hold in custody such cargo or things by giving the Customer written notice of its intention to do so;
- (b) in the event the Customer does not take delivery of such cargo or things pursuant to any Company's notice given in accordance with Article 47A.9(a)(ii), for whatsoever reasons, by the deadline stipulated by the Company:
  - (i) the Customer fully, forever, and irrevocably waive any and all rights that it has, whether now or in the future, in such cargo or things;
  - (ii) the Customer fully, forever, and irrevocably releases and discharges the Company from all claims that it may have against the Company, whether now or in the future, in respect of such cargo or things; and
  - (iii) the Customer authorises the Company to dispose of such cargo or things at the Company's sole discretion; and
  - (iv) where the Company disposes of such cargo or things by way of a sale of such cargo or things pursuant to Article 47A.9(b)(iii), the Customer hereby authorises the Company to set off from the proceeds of the sale of such cargo or things against all monies at any time due and owing from the Customer to the Company; and
- (c) where the Customer instructs the Company to deliver such cargo or things to any third party and where such third party does not possess the bills of lading entitling such third parties to such cargo or things, the Company may proceed to deliver up the cargo or things to such third party by taking into possession or acquiring appropriate security from the third party. The appropriateness of any security taken by the Company in this Article 47A.9 (c) shall be at the discretion of the Company.

**47A.10** The Company shall not, under any circumstances, be obliged to do any of the following:

- (a) provide any security in its own name to any third party for the benefit of the Customer, unless agreed otherwise between the Company and the Customer; or
- (b) take out any insurance in its own name for the benefit of the Customer, unless agreed otherwise between the Company and the Customer.

**47A.11** The Company is authorised by the Customer, but is not obliged to, demand payment in the Company's own name of amounts outstanding and to institute proceedings against any third parties for sums due and owing to the Customer.

**47A.12** Where the Company names the Customer or adequately identifies the Customer amongst parties interested in the shipping and transportation industry by the use of abbreviations or otherwise or by giving the name of the ship, the Company shall not on its own account be liable for the payment of orders or instructions which it has placed or given on behalf of the Customer to third parties. Any payment in respect of such order or instruction made by Company shall be considered an advance which at all times can be claimed back as long as the Company has not itself received the amount concerned from the Customer.

**47A.13** The Customer shall be liable to the Company in respect of all obligations entered into vis-à-vis the Company by the Master of the Ship to which the Company renders its services on behalf of the Customer, and in respect of any and all instructions whether emanating from the Master or from the Customer or from their subordinates, or written on their stationery. This is notwithstanding instances where the Master, or the person by whom such instruction has been given on behalf of the Customer, has exceeded his authority, unless the Customer proves that the Company had knowledge of such lack of authority, or that this could reasonably have been established by the Company.

**47A.14** Notwithstanding the generality of Article 13, the Customer shall hold the Company harmless in all cases where the Company is itself liable to third parties (including the authorities and/or departments or services of the authorities) in respect of its actions or omissions carried out on

behalf of the Customer vis-à-vis such third parties which shall include all fines as may be imposed upon the Company, and in particular but not exclusively, where the Company has acted as licensed customs agent, except for instances where there has been wilful misconduct or negligence tantamount thereto on the part of the Company.

**47A.15 The Company makes no representation or warranty as to the availability of berths and the time of performance of the Shipbroking Work.**

**47A.16 The Company is entitled to rely on the information it receives as set out in Article 47A.6 in the performance of the Shipbroking Work. The Company is not obliged to ensure the correctness of such information.**

#### **第 47 條 A：一般性條款**

**47A.1 為使本公司執行船舶經紀工作，客戶應同意：**

- (a) 選任本公司為其代理人並代理其執行一切船舶經紀工作。
- (b) 於選任本公司為其代理人時，授與本公司一切必要之權力、授權、及許可，包括但不限於代理其與第三人訂立契約之權力，以便本公司得執行相關船舶經紀工作。

**47A.2 船舶所有權人與租船人於簽訂之包運租船合約中，約定由租船人選任本公司為船舶經紀人時，船舶所有權人與租船人需依本條件對本公司負連帶履約責任。**

**47A.3 本公司有權為客戶之利益，將部分船舶經紀工作外包予第三人。於有符合該第三人所在當地習慣之條件之情形下，或於該第三人有制訂相關內部條件之情形下，本公司應使用該第三人之物品或設備以履行義務。本公司得使用（惟無使用義務）上開條件，包括可料想之仲裁、管轄及/或選法規則條款。**

**47A.4 客戶（包括本公司與客戶簽訂之契約中，作為當事人之第三人）應取得執行船舶經紀工作之相關許可，並遵守關於執行船舶經紀工作之所有規定。**

**47A.5 本公司收到需輸送或運送之貨物後，至該貨物被托運人/運送人或其代理人取走前，本公司應視為客戶/托運人/寄件人之授權代理人，並掌管該貨物或提供與貨物相關服務。但當本公司於收到貨物時已明示是運送人之代理人者，不在此限。於前開情形，該貨物所生費用及風險由客戶/托運人/寄件人負擔，且所有花費，包括停泊費用、關於大型平底船、推車之滯留、卸貨、管理、秤重所生費用、晚間工作費用、或加班費，亦均由客戶/托運人/寄件人負擔。**

**47A.6 就自第三人處取得並傳述予客戶之資訊，包括但不限於關於港口設備、貨物發送、第三人就相關服務之報價、裝載或卸載貨物之狀況與進度、貨物或船舶抵達或出發之狀況等訊息，本公司均不保證其正確性。**

**47A.7 就本公司為執行船舶經紀工作而與第三人訂立之所有契約，客戶同意對該第三人負本公司應負之責任，包括但不限於遵守受載期與合同解除日期義務。**

**47A.8 本公司不為他人收取或保管因貨物運達而需支付之費用。**

**47A.9 本公司有權為下列事項：**

- (a) 當本公司為客戶保管任何貨物或物品時：
  - (i) 本公司得不具理由不交付該貨物或物品予第三人。
  - (ii) 本公司得以書面通知客戶後，停止保管該貨物或物品。
- (b) 當本公司依據第47A.9(a)(ii)規定通知客戶，然客戶（無論基於何理由）不依本公司規定之期限內取回其貨物或物品時：
  - (i) 客戶完全地、永遠地、且不可撤回地放棄其於該貨物或物品上（不論是現在或未來）所擁有之一切權利。
  - (ii) 客戶完全地、永遠地、且不可撤回地放棄及免除其基於該貨物或物品（不論是現在或未來）對本公司所得主張之一切請求。

- (iii) 就該貨物或物品之處理，**客戶授權本公司**自由裁量決定之。
  - (iv) 當**本公司**依第47A.9(b)(iii)規定賣出該貨物或物品時，**客戶**於茲授權**本公司**得自賣得之價金，抵銷**客戶**所積欠且到期之費用。
  - (c) 當**客戶**指示**本公司**交付該貨物或物品予第三人，惟該第三人未持有該貨物或物品之提單時，**本公司**得自其取得適當之擔保後，交付該貨物或物品予該第三人。**本公司**有充分權限決定第三人提供之擔保是否適當。
- 47A.10 **本公司**於任何情形下均不得為下列行為：
- (a) 以自己名義為**客戶**提供任何擔保予第三人，惟**本公司**與**客戶**間另有約定者，不在此限。
  - (b) 以自己名義為**客戶**投保任何保險，惟**本公司**與**客戶**間另有約定者，不在此限。
- 47A.11 **本公司**有權（但無義務）以自己名義，向積欠**客戶**費用之第三人要求償還或進行相關程序使其償還。
- 47A.12 **本公司**以提供縮寫或姓名等方式，向**客戶**告知或確認對運輸產業有興趣之人，並為**客戶**向第三人下訂單時，該訂單所生費用，**本公司**概不負責。倘**本公司**預先為**客戶**墊付該費用完畢，**本公司**可隨時請求**客戶**償還之。
- 47A.13 於**本公司**代**客戶**提供服務而與船長協議而產生義務時，**客戶**應就**本公司**因此產生之義務負責；另就船長、**客戶**本身、或渠等部屬所為之任何及所有指示，或就註明於渠等信函之任何及所有指示，**客戶**亦應對**本公司**負責。但船長或代**客戶**收受指示之人超出其權限範圍者，不在此限，除非**客戶**證明**本公司**明知其缺乏授權，或證明**本公司**得合理知悉此情形。
- 47A.14 即使有第13條之規定，當**本公司**代**客戶**對外為行為（尤其但不限於是具有執照之海關代理人之身分為之），因**本公司**之行為或不行為，致**本公司**對第三人（包括政府機關或其相關部門）產生包括罰款等責任時，**客戶**應使**本公司**免於任何傷害。但因**本公司**之故意或過失所致者，不在此限。
- 47A.15 **本公司**未以**本條件**表示或保證停泊處之可用性及執行船舶經紀工作之時間。
- 47A.16 **本公司**得信賴依第47A.6規定於執行船舶經紀工作時所取得之資訊。**本公司**並無確認該等資訊之正確性之義務。

## **CHAPTER VI - STEVEDORING WORK CONDITIONS**

### **第六章 裝卸工作條款**

#### **Article 47B: General Provisions**

- 47B.1 In carrying out its Stevedoring Work, the Company is entitled to:
- (a) have its Stevedoring Work carried out in whole or in part by staff and equipment of third parties as well as, at the discretion of the Company, with the help of the loading and unloading equipment and/or drive power of the Means of Transport to be made available by the Customer free of charge; and
  - (b) rely on the custom, rules and regulations of the relevant port or ports (where applicable). The Company shall not be liable to the Customer for anything done by the Company in accordance with the custom, rules and regulations of such port or ports (where applicable).
- 47B.2 The Customer shall do all things necessary to allow the Company to carry out the services under this Chapter in a safe and responsible manner and without delay, including but not limited to, the loading and unloading of the goods and/or consignment
- 47B.3 The Customer (including the third party which becomes party to the agreement between the Company and the Customer) shall see to it that all necessary permits are obtained and kept as well as that all the regulations falling under the obligations of the Customer are complied with. In

the event that the Customer is uncertain as to whether the obtaining of a particular permit or compliance with a particular regulation falls on it, it is to seek clarification from the Company within a reasonable period of time.

- 47B.4 The Company makes no representation or warranty as to the availability of berths and the time of execution of the services under this Chapter.
- 47B.5 The Customer must prepare the Means of Transport and the goods to be loaded or unloaded from it at its own expense and risk such that the Company is able to carry out the work safely, in a responsible manner and without delay.
- 47B.6 In case of refusal, suspension, interruption or termination of the Stevedoring Work, the Customer must ensure that the Means of Transport and corresponding items shall be removed at the first request thereto by the Company. If this is not done, the Company shall be entitled to take appropriate measures at the expense and risk of the Customer.
- 47B.7 The stevedoring work does not entail inspection or insurance of the goods unless this has been explicitly agreed in writing, in which case, the cost of inspection and insurance shall be borne by the Customer.
- 47B.8 The Customer warrants that all packaging of the goods forming the subject of the Stevedoring Services is sea-proof, in good order, secure and appropriate for the mode of transportation chosen by the Customer (including but not limited to containers in which the goods are stowed) and is appropriately and adequately labeled. The Customer further warrants that such aforesaid labeling of the goods comply with all applicable laws and regulations.
- 47B.9 The Customer shall notify the Company in writing, at least 14 business days in prior to the commencement of Stevedoring Work, of the possibly special or dangerous nature, scale and treatment of the goods as well as, in general, provide the Company with all instructions and information of which the Customer is aware of, or ought to be aware of, that the Company will need to carry out the Stevedoring Work safely, in a responsible manner, and without any delay. Any additional work in connection with the non-fulfilment of this shall be at the expense of the Customer.
- 47B.10 The Customer warrants that all persons entering onto the premises where the Company carries out the Stevedoring Work shall comply with all safety rules and regulations applicable to such premises (whether imposed by law or otherwise). The Company at all times reserves the right to remove from such premises all persons who do not comply with such safety rules and regulations applicable to such premises
- 47B.11 The Customer shall ensure that all contracts it enters into with all third parties in connection with the services to be provided by the Company under this Chapter ("Third Party Contracts") shall contain a clause to the effect that the Company will be entitled to rely on all rights and benefits made in favour of the Customer in the Third Party Contracts, including but not limited to provisions excluding and/or limiting the Customer's liability to the third party, and which are enforceable against such aforesaid third parties ("Himalaya Clause").
- 47B.12 Notwithstanding the generality of Article 13, the Customer shall hold the Company harmless in all cases where the Company is itself liable to third parties (including the authorities and/or departments or services of the authorities) in respect of its actions or omissions carried out on behalf of the Customer vis-à-vis such third parties which shall include all fines as may be imposed upon the Company, except for instances where there has been wilful misconduct or negligence tantamount thereto on the part of the Company.

#### 第 47 條 B：一般性條款

47B.1 於執行裝卸工作時，本公司得：

- (a) 專依其決定，利用第三人之員工或設備，或利用對客戶而言免費的裝卸設備及/或運輸工具，以執行全部或部分之裝卸工作。
- (b) 信賴相關港埠之習慣、規定、及法規。本公司就其依港埠之習慣、規定及法規所為之行為，不對客戶負任何責任。



- 47B.2 客戶應盡一切努力使本公司於安全的、負責的、且無遲延（包括但不限於裝卸貨物及/或托運物）的情形下，完成本章規定之裝卸工作。
- 47B.3 客戶（包括本公司與客戶簽訂之契約中，作為當事人之第三人）應取得所有必要之許可及遵守相關法規。當客戶無法確認其是否應取得特定之許可或是否應遵守特定之法規，客戶應於合理之期間內，向本公司尋求釋明。
- 47B.4 本公司不保證及聲明可獲得所需之泊位及依本章執行裝卸工作之時間。
- 47B.5 為此本公司得於安全的、負責的、且無遲延的情形下完成裝卸工作，客戶應自行負擔相關費用及風險，準備運輸工具及將裝卸之貨物。
- 47B.6 當本公司提供之裝卸工作有被拒絕、暫停、中止、或終止之情形，客戶應依本公司要求，移除運輸工具及其相關設備。否則本公司得以客戶之費用與負擔，對之採取適當之措施。
- 47B.7 裝卸工作未包括針對貨物提供檢測或保險，除非另有書面協議並由客戶負擔前開檢測或保險之成本費用。
- 47B.8 客戶保證裝卸之任何貨物之包裝皆屬防水且排列整齊，並適合以客戶選擇之運輸方式（包含但不限於貨櫃）安全運送，且均被適當地標記。客戶另保證前述貨物之標記方式，均依相關法律規定辦理。。
- 47B.9 客戶必須在開始裝卸工作的十四個工作天以前，以書面通知本公司關於貨物之特殊性質或可能產生之危險、貨物之級別暨處理之方式、及關於前揭事項客戶已知或應知之所有說明及資訊，俾利本公司為安全地、負責地、且無拖延地執行裝卸工作。因客戶未盡告知義務致本公司產生之額外工作，其相關費用應由客戶負擔。
- 47B.10 客戶保證進入本公司裝卸工作區域之人員，均會遵守關於該裝卸工作區域之所有適用之安全守則及規定（無論係法律或其他規範）。本公司有權請不遵守前述安全守則及規定之任何人員離開。
- 47B.11 客戶須確保其與第三人就關於本公司於本章提供之服務所訂立之契約（下稱「**第三人契約**」），應明訂本公司將可信賴該第三人契約中所訂關於客戶之權利及利益，包括但不限於具執行力之排除或限制客戶對於第三人之責任之條款（下稱「**喜馬拉雅契約**」）。
- 47B.12 即使有第13條之規定，當本公司代客戶對外為行為，因本公司之行為或不行為，致本公司對第三人（包括政府機關或其相關部門）產生包括罰款等責任時，客戶應使本公司免於任何傷害。但因本公司之故意或過失所致者，不在此限。

#### **Article 47C: Electronic Data Interchange**

- 47C.1 The interchange of messages between the Customer and the Company may take place via electronic interchange of structured and standardised messages between information systems (also known as “EDI”) if agreed in writing.
- 47C.2 If data interchange via EDI has been agreed between the Company and the Customer, this must be effected in accordance with internationally applicable messaging standards and recommendations.

#### **第 47 條 C：電子信息之交流**

- 47C.1 客戶與本公司得以書面約定，由結構化及標準化之電子信息交流方式（又稱為「EDI」）取代原本信息交流之方式。
- 47C.2 若客戶與本公司書面約定以EDI作為信息交流之方式，其必須符合國際上相關之標準及優點。

#### **Article 47D: Dangerous Goods**

- 47D.1 Except under special arrangements previously made in writing, the Company shall not accept or deal with any Dangerous Goods (as defined in Article 21.1).
- 47D.2 If the Company however agrees in advance to accept any Dangerous Goods under these Conditions, the Customer shall ensure that the Dangerous Goods are accompanied by a full declaration of their nature and contents, and properly and safely packed and labeled in

accordance with applicable laws and regulations for the time being in force in the relevant jurisdiction(s) including ensuring that all such packages are clearly and indelibly marked to show the hazardous nature of their contents.

- 47D.3** Notwithstanding that the Company may have accepted the Dangerous Goods under arrangement previously agreed between the parties in writing, the Customer agrees that the Dangerous Goods may be so destroyed or otherwise dealt with by the Company at its sole discretion and in any way deemed fit by the Company at the Customer's risk and expense on account of risk to other goods, property, life or health.
- 47D.4** If the Customer delivers any Dangerous Goods to the Company or cause the Company to handle or deal with such goods otherwise than under special arrangements previously agreed between the parties in writing, the Customer shall be liable for all loss or damage whatsoever caused by or to or in connection with such goods howsoever arising, including such loss or damage caused to third parties which the Company is obliged to compensate and/or damage caused by injury and/or any form of financial loss. The Customer shall further indemnify the Company against all penalties, claims, damages, costs (including all legal costs calculated on an indemnity basis) and expenses whatsoever and howsoever arising in connection therewith.
- 47D.5** In the event that the goods handled by the Company in the performance of the Warehousing Work are deemed to be dangerous pursuant to the relevant regulations for the carriage of dangerous substances on inland waterways, by road or by sea, such handling of the goods shall be governed in accordance with such laws and regulations applicable in the relevant jurisdiction(s).

#### **第 47 條 D：危險貨物**

- 47D.1** 除事先以書面作特殊安排，本公司不接受或處理任何危險貨物（定義詳第21.1條）。
- 47D.2** 然而，若本公司事前同意依據本條件 接受任何危險貨物者，客戶應確保該等危險貨物附有完全揭示其性質與內容之申報書，且依據相關法域當時有效之相關法令予以適當、安全包裝及標示，包括應確保一切此等包裝均清楚標示其內容物之危險性質，且此等標示應為不可除去之永久性標示。
- 47D.3** 雖本公司已經依據雙方事前以書面同意之安排接受危險貨物，惟客戶同意：本公司得考量危險貨物對其他貨物、財產、生命或健康之風險，依其裁量決定以本公司認為適當之方式銷毀、或以其他方式處理危險貨物，相關風險與費用由客戶負擔之。
- 47D.4** 若客戶向本公司交付任何危險貨物、或使本公司處理或處置危險貨物，並非依據雙方事前以書面同意之安排者，因此等貨物所致、對此等貨物所生、或與此等貨物相關之一切滅失或損害，不問其如何發生，均應由客戶負責，包括：對第三人之損失與損害而本公司必須加以賠償者、因受傷所致損害、及（或）任何形式之財務損失。因此所生之一切處罰、請求、損害賠償、成本（包括一切以賠償計算之法律費用）與費用，不問其如何發生，客戶均應賠償本公司。
- 47D.5** 依據經由內陸水道、道路或海洋運輸危險物質之相關規範，認定本公司為履行倉儲工作所處理之貨物具有危險性質者，此等貨物應受相關法域此等相關法令之規範。

#### **Article 47E: Perishable Goods**

- 47E.1** Except under special arrangements previously made in writing, the Company shall not accept or deal with any perishable goods.
- 47E.2** If the Customer nonetheless delivers any perishable goods to the Company or cause the Company to handle or deal with such goods otherwise than under special arrangements previously agreed between parties in writing, the Company shall be entitled, at its sole discretion and without any further notice to the Customer, to sell or dispose of all such perishable goods. All charges and expenses incurred by the Company in connection with such sale or disposal shall be borne by the Customer.
- 47E.3** Payment or tender, at the Company's sole discretion, by the Company to the Customer of the net proceeds (if any) of such sale or disposal after deduction of all outstanding fees and charges and expenses shall be equivalent to delivery.

**第 47 條 E：易腐敗之貨物**

- 47E.1** 除事先書面約定，**本公司**不接受或處理任何易腐敗之貨物。
- 47E.2** 於未事先書面約定之情況下，若**客戶**交付任何易腐敗貨物予**本公司**，或使**本公司**處理該易腐敗貨物，則**本公司**得在不通知客戶，自行決定出售或處分該易腐敗之貨物。此等販賣或處分相關之一切費用，均應由**客戶**負擔之。
- 47E.3** **本公司**就此等販賣或處分先予扣除一切屆期費用與收費，有任何淨所得者，將其餘額向**客戶**支付或提出者（支付或提出由**本公司**完全依其裁量決定），應等同於貨物之送達。

**Article 47F: Precious Goods**

- 47F.1** Except under special arrangements previously agreed between the parties in writing, the Company shall not accept or deal with gold, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants.
- 47F.2** If any Customer nevertheless delivers such goods to the Company or cause the Company to handle or deal with such goods otherwise than under special arrangements previously agreed between the parties in writing, the Company shall be under no liability whatsoever for any loss, damage or claim however caused in connection with the goods.

**第 47 條 F：貴重貨物**

- 47F.1** 除依雙方事前以書面同意之特別安排者外，**本公司**不收受或處理黃金、貨幣、寶石、珠寶、貴重物品、古董、字畫、動物或植物。
- 47F.2** 若**客戶**向**本公司**交付任何此等貨物、或使**本公司**處理或處置任何此等貨物，並非依據雙方事前以書面同意之安排者，此等貨物發生之任何損失、損害或請求，不問其如何發生，**本公司**均不應負擔任何責任。

**Article 47G: Insurance**

- 47G.1** The Customer is obliged to take out and maintain adequate insurance, including but not limited to cargo insurance and insurance covering damage that can be caused by the goods. Unless otherwise agreed between the parties and subject to Article 33.2, the Company shall not be obliged to arrange for any insurance in respect of the goods delivered into its custody. Upon request, the Customer shall give the Company access to the insurance policy concerned for inspection and to make copies of the same.
- 47G.2** If the Company has agreed with the Customer that it shall arrange for insurance:
- (a) all insurance effected shall be subject to the usual exceptions and conditions of the policies of the insurance company or underwriters;
  - (b) the Company shall not be responsible as regards the choice of the insurer and its ability to pay;
  - (c) the risks to be covered shall be clearly stated by the Customer or the Company's estimate of the current value of the goods. A mere statement by the Customer of the value is not enough;
  - (d) 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; and
  - (e) the Customer shall be liable for all insurance premiums calculated on the basis of one full calendar month such that part of a month shall count as one full calendar month unless otherwise agreed in writing by the Company.
- 47G.3** By giving instructions for effecting the insurance, the Customer shall be deemed to have appointed the Company as its agent to make all arrangements with the insurer, including those regarding the conditions of insurance and settlement of claims in respect of any damage. When acting as an agent of the Customer by virtue of this Article, the Company shall be entitled to collect the amount of any claims but shall only be obliged to pay the compensation received by it to the Customer after deducting all monies due and owing to the Company.

- 47G.4** The Company shall not be liable for any loss arising from the failure by the insurer to pay in full or in part or because a claim in respect of damage is being disputed as a result of circumstances for which the Company cannot be held liable irrespective of the manner in which the Company was concerned in effecting the insurance.
- 47G.5** If the goods in the Company's custody are destroyed by fire or any other causes (regardless of whether the insurance was effected through the intermediary of the Company):
- (a) the date of destruction shall count as the date of delivery and all charges payable to the Company shall be due up to and including such date; and
  - (b) if the Company's assistance for assessment of the damage is desirable or necessary, the Company may render such assistance in return for payment by the Customer at a rate fixed by the Company and provided that all other monies due and owing to the Company have been paid in full.
- 47G.6** If the Company uses derricks and any other such equipment for carrying out any Services, it shall be entitled to arrange for insurance at the Customer's expense to cover the risks arising from such use.

#### 第 47 條 G：保險

- 47G.1** 客戶應自行適度投保或維持適度保險，包括（但不限於）貨物保險、以及以貨物可能引發損害為標的之保險。除當事人另有約定、且於不影響第33.2條之前提下，本公司不就其已收受保管之貨物負擔安排任何保險之責任。另經本公司要求，客戶應提供本公司相關保單，以便本公司檢查或複印。
- 47G.2** 在本公司與客戶約定由本公司安排保險之情形：
- (a) 生效之一切保險，均應受保險公司或保險業者保單所含通常例外與條件之規範；
  - (b) 本公司不就保險人之選擇或保險人之支付能力負擔任何責任；
  - (c) 保險所欲涵蓋之風險，應由客戶清楚說明、或依本公司就貨物現在價值之估算。客戶僅說明其價值者，並不充分；
  - (d) 本公司並無就每一委託貨物投保單獨保險之義務，且本公司得依據任何開放性或一般性保單投保；且
  - (e) 客戶應負擔一切保險金，且除本公司另有書面同意者外，保險金應以完整日曆月加以計算，日曆月之一部分應以一個完整日曆月計算。
- 47G.3** 客戶指示本公司投保保險者，應視為客戶已經授權本公司以其代理人之身份與保險人作成一切安排，包括關於保險條件、任何損害所生請求之解決等相關安排。本公司因本條約定作為客戶代理人時，本公司應有權收受任何請求之金額，惟本公司僅在將其收受之金額扣除對本公司積欠之一切款項後，始有對客戶付款之義務。
- 47G.4** 保險人怠於給付一部或全部金額，或因非應由本公司負責之事由，導致對損害有所爭執者，因此所生之任何損失，本公司均不應負擔任何責任，不問本公司係如何投保保險。
- 47G.5** 若貨物於本公司保管期間因火災或任何其他原因而毀損（不問保險是否係由本公司之中間人所投保）：
- (a) 毀損之日應視為交付之日，一切應付予本公司之款項均應自（含）該日起屆期；且
  - (b) 若允宜、或有必要由本公司提供估算之協助，則本公司得提供此等協助，並由客戶依據本公司訂定之費率就此等協助付款，惟積欠本公司之任何其他款項必須已經完全清償。
- 47G.6** 本公司使用起重機或任何類似設備履行任何服務者，本公司應有權就此所生風險安排保險，其費用由客戶負擔之。

**CHAPTER VII - ESCROW WORK PROVISIONS**  
**第七章 託管工作條款**

**Article 47H: General Provisions**

- 47H.1 Upon the request of the Customer, the Company may agree to carry out Escrow Work for a fee that shall be agreed between the Customer and the Company prior to the Company carrying out the Escrow Work.
- 47H.2 Where the Company and the Customer have agreed that the Company shall carry out the Escrow Work, it shall be a condition precedent the Customer shall forward to the Company the documents that are to be held in escrow by the Company ("Documents") before the Company is obliged to carry out the Escrow Work.
- 47H.3 The Customer acknowledges and accepts that in performing the Escrow Work, the Company does not now or in the future owe the Customer or any other persons any duties at law in respect of an escrow agent or a stakeholder or otherwise, including any fiduciary duties or otherwise.
- 47H.4 The Customer authorises the Company to hold and to release the Documents ("Authority") conditioned upon the occurrence of certain events that shall be specified by the Customer and agreed by the Company ("Events").
- 47H.5 In the event the Events do not occur by the deadline specified by the Customer ("Deadline"), the Authority shall be fully and finally revoked with immediate effect from the Deadline. Upon revocation in accordance with this Article, such Authority shall cease to have any further force or effect.
- 47H.6 The Customer warrants and undertakes to the Company that it shall not unilaterally revoke the Authority prior to the Deadline.
- 47H.7 In the event the Authority is revoked in accordance with this Article, the Company shall not be obliged to hold the Documents for more than 30 days after the Deadline. In such event, on the 31<sup>st</sup> day after the Deadline, the Company shall be entitled to dispose off the Documents in any manner it deems fit without any recourse against it by the Customer. Provided always that prior to the expiry of 30 days after the Deadline, the Customer may instruct the Company to return the Documents to it at the Customer's costs and risk.
- 47H.8 The Customer agrees that:
- (a) without derogation to the generality of Articles 14 and 15 above, the Company shall not be liable for the authenticity, validity, contents and/or any defects in any of the documents the Company is requested by the Customer to receive and to hold in accordance with the Escrow Work; and
  - (b) without derogation to the generality of Article 13 above, the Customer shall fully indemnify the Company against all loss, damages, expenses and claims of whatsoever nature and howsoever arising suffered or incurred by the Company (including all legal costs calculated on an indemnity basis) in connection with or arising out of the Company carrying out the Escrow Work at the Customer's request and instructions.
- 47H.9 Notwithstanding the generality of Article 13, the Customer shall hold the Company harmless in all cases where the Company is itself liable to third parties (including the authorities and/or departments or services of the authorities) in respect of its actions or omissions carried out on behalf of the Customer vis-à-vis such third parties which shall include all fines as may be imposed upon the Company, except for instances where there has been wilful misconduct or negligence tantamount thereto on the part of the Company.

**第 47 條 H：一般條款**

- 47H.1 經客戶要求，本公司得同意執行託管工作，至於託管工作之費用，應由雙方約定之。
- 47H.2 在本公司與客戶約定執行託管工作後，於本公司執行託管工作之前，客戶應先提供需託管之文件（下稱「文件」）予本公司。

- 47H.3** 客戶認知並同意：本公司於執行託管工作期間，對於客戶或第三人，不論現在或未來，均不負託管代理人或股東之責任，亦不負其他任何責任（包括受託人等責任）。
- 47H.4** 於客戶特定且本公司同意之某特定事件（下稱「事件」）發生時，客戶授權本公司持有並發送文件（下稱「授權」）。
- 47H.5** 若事件未於客戶指定之期限（下稱「期限」）內發生，則自期限到期時，授權也應被視為完整地且終局地撤回。當授權被撤回時，該授權應不再具有任何拘束力或效力。
- 47H.6** 客戶保證且同意其不會於期限到期前單方撤回授權。
- 47H.7** 於授權依本條之規定撤回，且於期限到期後超過30日起，本公司即無義務繼續保存文件。於此情形，本公司自期限到期後第31天起，即得自行決定如何處理文件，客戶不得異議。然期限到期後30日內，客戶得負擔相關費用及風險，指示本公司返還其文件。
- 47H.8** 客戶同意下列事項：
- (a) 在不違反第14條及第15條規定之情形下，針對本公司因客戶要求而收受且持有之任何關於執行託管工作之文件，本公司不對其真實性、有效性、內容、及/或瑕疵負任何責任。
  - (b) 在不違反第13條規定之情形下，當本公司依客戶要求或指示執行託管工作，因而受有或發生損失、損害、花費及他人請求（包括一切以賠償計算之法律費用）時，客戶應使本公司免於一切該等損失、損害、花費及請求。
- 47H.9** 即使有第13條之規定，當本公司代客戶對外為行為，因本公司之行為或不行為，致本公司對第三人（包括政府機關或其相關部門）產生包括罰款等責任時，客戶應使本公司免於任何傷害。但因本公司之故意或過失所致者，不在此限。

## **CHAPTER VIII - CONCLUDING PROVISIONS**

### **第八章 最終條款**

#### **Article 48: Extinction of Claims**

- 48.1** The extinction of claims under the Conditions shall be in accordance with applicable laws.

#### **第 48 條：請求權之消滅**

- 48.1 請求權消滅依各該可適用法律之規定。

#### **Article 49: Non-applicability of the Customer's Terms and Conditions**

- 49.1** The applicability of any of the general terms and conditions of the Customer and/or its subcontractor(s), whether or not printed on any documents, is explicitly rejected by the Company.

#### **第 49 條：客戶之條款與條件無適用餘地**

- 49.1 客戶及（或）其次承攬人之任何一般性條款與條件，不問是否印製於任何文件上，本公司均此明示拒絕其適用。

#### **Article 50: Notices**

- 50.1** Any notice required to be given pursuant to these Conditions shall be deemed to have been validly given if addressed to the party to whom the notice is given and sent by prepaid registered post or delivered by hand to the address of such party above given, or to its last known address, and such notice shall be deemed to have been served on the recipient on the date of service if delivered by hand, or upon the expiry of 48 hours after the date of posting if sent by prepaid registered post. Whether or not the Customer expressly acknowledges receipt, the Customer shall be bound thereby so long as the Company can show that the same has been forwarded by ordinary despatch, facsimile, electronic mail, or post.

**第 50 條：通知**

- 50.1 **本條件** 要求之任何通知，以受通知人為收件人，並以預付郵資之掛號郵件寄出、或親送至受通知人地址、或其最後已知地址時，應視為已發出通知；於親送之情形，此等通知應於送至收件人時視為送達，而於以預付郵資之掛號郵件寄出之情形，此等通知應於寄出後48小時期間屆滿時視為送達。不問**客戶**明示認知其收件與否，若**本公司**能證明其已透過一般派送、傳真、電子郵件或郵寄等方式寄出，即應對**客戶**具有拘束力。

**Article 51: Severability**

- 51.1 If any part of these Conditions is found to be invalid, illegal or unenforceable under any enactment or rule of law or by a competent court or tribunal in any jurisdiction, such part shall be held ineffective to the extent of such invalidity, illegality or unenforceability without invalidating or otherwise affecting the other provisions.
- 51.2 If any part of these Conditions is found to be invalid, illegal, or unenforceable, under any enactment or rule of law or by a competent court or tribunal in any jurisdiction, such invalid, illegal, or unenforceable, part should be considered as having been amended by mutual agreement of the parties to the maximum extent permitted by applicable laws.
- 51.3 Each provision hereof is to be construed as a separate limitation applying and surviving even if for any reason, one or more of the said provisions is held inapplicable or unreasonable in any circumstances.

**第 51 條：可分割性**

- 51.1 **本條件** 任何部分經依任何成文法或法律原則認定無效、違法或無法執行、或經任何法域之有權管轄法院或法庭認定無效、違法或無法執行時，此等部分之無效、違法或無法執行，均不使**本條件** 其他條款因此無效或受到其他影響。
- 51.2 **本條件** 任何部分經依任何成文法或法律原則認定無效、違法或無法執行、或經任何法域之有權管轄法院或法庭認定無效、違法或無法執行時，此等部分應認為已經雙方同意修改至法律所允許之最大有效範圍。
- 51.3 **本條件** 每一條款均應解釋為獨立之限制，且於**本條件** 任何一個或多個條款於任何情形因任何理由被認定為不當或不合理時，一切其他條款均仍應有適用、不受影響。

**Article 52: Assignment**

- 52.1 Subject to Article 36.3, the Customer shall not assign or transfer any rights and obligations under any contract made with the Company or pursuant to these Conditions to any third party without the Company's prior written consent.
- 52.2 The Company may assign its rights or transfer its obligations under any Contract made with the Customer pursuant to or any Contract made with the Customer incorporating these Conditions to its related corporations (as defined in Article 369-1 of the Company Law) without the Customer's prior written consent.

**第 52 條：轉讓**

- 52.1 於不影響第36.3條之前提下，未經**本公司**事前書面同意前，**客戶**不得將其依據與**本公司**簽署之任何契約、或依據**本條件** 所生任何權利義務轉讓或移轉予任何第三人。
- 52.2 **本公司**得不經**客戶**之事前書面同意，逕行轉讓依據**本條件** 所生任何權利義務或將任何與**客戶**簽定包含**本條件**之契約轉讓或移轉予其關係企業 (參照公司法第369-1條之定義)。

**Article 53: Entire Agreement**

- 53.1 The contract made between the Company and the Customer which incorporates these Conditions shall constitute the entire agreement between them, and supersedes all previous oral and written agreements between them, in relation to the subject matter hereof.

- 53.2 If any legislation is compulsorily applicable to any services performed by the Company pursuant to these Conditions, then the applicable provisions of these Conditions shall be read subject to such compulsory legislation. Nothing in these Conditions shall be construed as a surrender by the Company of any rights or immunities or as an increase of any responsibilities or liabilities under such legislation. If any provision hereof shall be repugnant to such legislation, the affected provision of these Conditions shall be void to that extent but no further.

**第 53 條：全部合意**

- 53.1 本公司與客戶間簽訂之任何契約包含**本條件**者，應構成當事人間之全部合意，取代當事人間就**本條件**相關事項先前達成之一切言詞及書面合意。
- 53.2 若有任何強行法律對本公司依據**本條件**所提供之任何服務有其適用者，則**本條件**相關約定應解釋為不影響此等強行法律規定。**本條件**任何約定均不得解釋為使本公司放棄任何權利或豁免、亦不得解釋為於此等強行法律規定之外增加本公司之義務或責任。**本條件**任何約定違反此等強行法律者，除該等約定於此程度內無效外，不生任何其它效果。

**Article 54: Variation**

- 54.1 The Company may amend, vary or supplement these Conditions at any time and from time to time. The Company shall make available the latest version of these Conditions containing all amendments, variations, and/or supplements to the same made in accordance with this Article 54 at <http://www.steinweg.com/conditions/fareast/>. The latest version of these Conditions containing all such amendments, variations, and/or supplements shall take effect on such date determined by the Company.
- 54.2 The Customer shall be deemed to have taken notice of all amendments, variations or supplements to these Conditions on the date the Company makes available the latest version of these Conditions containing all such amendments, variations, and/or supplements made available at <http://www.steinweg.com/conditions/fareast/>. The Customer undertakes to keep itself apprised and updated on all such amendments, variations or supplements in the latest version of these Conditions made available at <http://www.steinweg.com/conditions/fareast/>.

**第 54 條：變更**

- 54.1 本公司得隨時修改、變更或增補**本條件**。本公司應於<http://www.steinweg.com/conditions/fareast/>之網址，提供最新版本且包含所有按第54條規定所作之修改、變更及（或）增補之**本條件**。最新版本且包含所有修改、變更及（或）增補之**本條件**應於本公司決定之日開始生效。
- 54.2 當本公司於<http://www.steinweg.com/conditions/fareast/>之網址，提供最新版本且包含所有修改、變更及（或）增補之**本條件**時，客戶應被視為已被通知該等修改、變更或增補。客戶同意透過前開網址，自行獲取及更新最新版本之**本條件**之所有修改、變更或增補。

**Article 55: Force Majeure**

- 55.1 No party shall be liable for any delay or other non-performance resulting from circumstances or causes beyond its reasonable control, including the following events which shall, *inter-alia*, be regarded as *force majeure* events:
- (a) war, threat of war, official action, quarantine, civil disturbance, sabotage, strike, lock-out, interference with communications, lack of transport, labour and/or storage accommodation;
  - (b) storm, fog, lightning, flood, high and low tide, frost, freezing, ice, heat;
  - (c) fire, explosions, water used against fires, smoke, burglary, theft, loss, subsidence, collapse, water, seepage, damp odour, stench, worms and rodents, damage through rats, mice, insects and other creatures;
  - (d) the natural properties of goods, changes in quality, spontaneous deterioration, self-generated heat, combustion, explosion, drying, mould, yeasts, leaks, rot and mildew, rust and sweating;



- (e) breakage of glass, wickered bottles and flasks, cast-iron and other brittle articles, inadequate packing; and
- (f) all other things which the Company could not reasonably prevent.

**55.2** If any *force majeure* event prevents, hinders, or delays the Company's performance of any service for a period exceeding 48 hours, the Company may, notwithstanding any provisions herein and at its sole option, terminate any agreement for the provision of any service with immediate effect and without any further liability to the Customer, the Warrant Holder or any other person entitled to the goods.

**55.3** Notwithstanding anything to the contrary in this Article 55, the Customer shall continue to be liable to the Company for all charges and expenses incurred by the Company at its discretion arising out of or in connection with any force majeure event, whether under the Customer's instructions or otherwise, until such time that the Company ceases to provide any of the services to the Customer.

#### 第 55 條：不可抗力

**55.1** 任何一方當事人因超越其合理控制範圍之情事或事由（包括下列事件；下列事件應視為不可抗力事件），導致任何遲延或其他不履行之情形，不就此等遲延或其他不履行之情形負責：

- (a) 戰爭、戰爭之威脅、政府行為、檢疫、國內動亂、破壞行動、罷工、工廠關閉、通訊干擾、欠缺運輸、勞力及（或）儲藏設施；
- (b) 風暴、霧、閃電、洪水、高潮與低潮、霜凍、嚴寒、結冰、高溫；
- (c) 火災、爆炸、用以撲滅火災之用水、煙、偷竊、竊盜、損失、土壤下線、崩塌、水災、滲漏、濕味、惡臭、蟲與嚙齒動物、老鼠、昆蟲或其他生物所造成之損害；
- (d) 貨物之天然特性、品質變更、自體變質、自行產生之熱、燃燒、爆炸、乾燥、黴菌、酵母、洩漏、腐爛與發霉、生鏽與滲水；
- (e) 玻璃、編織瓶與燒瓶、鑄鐵與其他易碎物品之破裂、不當包裝；及
- (f) 本公司無法合理避免之任何其他事項。

**55.2** 任何不可抗力事件使本公司不能、難以或遲延履行任何服務超過48小時者，則不問本條件任何其他約定，本公司得依其裁量決定終止任何服務提供之合約，該等終止立即生效、且本公司不對客戶、倉單持有人或任何對貨物有所主張之人負擔任何其他責任。

**55.3** 即便有與第55條相反之情事，針對本公司因不可抗力因素而產生或與其相關連之費用與花費，客戶仍應依本公司決定繼續對其負責，直到本公司停止提供任何服務予客戶。

#### Article 56: Termination

**56.1** Either party may forthwith terminate any contract made between them if the other party shall be bankrupt, apply for a bankruptcy or resolve to proceed with dissolution, make an assignment for the benefit of its creditors, enter into any arrangement or composition with its creditors, or go into liquidation.

**56.2** All payments that the Customer is obliged to pay to the Company under any contract between the Company and the Customer shall become immediately due and owing and shall become immediately payable to the Company in the event that the Customer becomes bankrupt, makes an assignment for the benefit of its creditors, enters into any arrangement or composition with its creditors, or goes into liquidation.

**56.3** Without prejudice to Articles 56.1 and 56.4, the Company may terminate any contract between the Company and the Customer upon giving the Customer 7 days' prior written notice if the Customer defaults in the prompt performance and observance of any of the terms of such contract (including those terms relating to the payment of any sums due thereunder) and such default shall continue unremedied to the satisfaction of the Company for 14 days from the date of a written notice by the Company requiring an immediate rectification of such breach. In the event of

such termination, the Customer shall not be entitled to claim for any damages or costs from the Company.

- 56.4 Notwithstanding any provision herein, the Company reserves the right to terminate any contract at any time by serving prior written notice of at least 30 days on the Customer. In the event of such termination with notice, the Customer shall not be entitled to claim for any damages or costs from the Company.**

**第 56 條：終止**

- 56.1 當事人一方破產、申請破產或決議解散、為其債權人之利益進行轉讓、與其債權人達成任何安排或構想、進入清算程序者，他方得立即終止與該當事人之任何契約。
- 56.2 當客戶破產、為其債權人之利益進行轉讓、與其債權人達成任何安排或構想、或進入清算程序者，其依約而應給付本公司之費用，應立即到期且支付予本公司。
- 56.3 於不影響第56.1條與第56.4條之前提下，客戶怠於立即履行與遵循其與本公司任何契約之任何條款（包括與依據本條件應付任何款項之付款相關之條款）、且其違約情形自本公司以書面要求立即改善之日起持續14日仍未有使本公司滿意之改善，則本公司得以對客戶之7日事前書面通知，終止本公司與客戶間之該契約。契約因此終止時，客戶不得向本公司請求任何損害賠償或成本。
- 56.4 不問本條件其他任何約定，本公司保留隨時以對客戶之30日以上事前書面通知終止任何契約之權利。於此等經通知之終止情形，客戶不得向本公司請求任何損害賠償或成本。

**Article 57: Confidentiality & Right to Disclose Customer Information**

- 57.1 The Customer shall not use (other than for the purpose of utilising the Service) or disclose to any person any information relating to the Company or any Services provided by the Company or its agents/sub-contractors pursuant to these Conditions (the "Company's Information") other than information which is or has become publicly available otherwise than through a breach of any obligation of the Customer.
- 57.2 The Customer hereby consents that the Company shall be entitled to use in any manner and for any purpose whatsoever or to disclose information or data provided by or relating to the Customer to any other person in connection with the Company's performance of obligations under these Conditions and/or compliance with applicable laws.
- 57.3 Upon the termination of any contract between the Company and the Customer and/or at the Company's request, the Customer shall promptly return to the Company or destroy all such Company's Information and all copies thereof (including both physical and electronic copies).
- 57.4 The Customer shall take all steps necessary to protect and preserve the confidentiality of the Company's Information.

**第 57 條：保密與揭露客戶資訊之權利**

- 57.1 客戶不得（除為利用服務之目的）使用或向任何人揭露與本公司相關、或與本公司或其代理人／次承攬人依據本條件所提供之服務相關之任何資訊（下稱「本公司資訊」），但非因客戶違反其義務所致於過去或現在公開之資訊，不在此限。
- 57.2 客戶於茲同意：本公司為依據本條件履行義務、及（或）為遵循相關法律，應有權以任何方式、為任何目的的使用由客戶提供、或與客戶相關之資訊或資料、或將此等資訊或資料揭露予任何第三人。
- 57.3 本公司與客戶間任何契約終止時、及（或）經本公司請求時，客戶應立即向本公司交回或銷毀一切本公司資訊及其所有副本（包括實體與電子副本）。
- 57.4 客戶應採取一切必要措施，保護及保障本公司資訊之機密性。

**Article 58: Waiver**

- 58.1 No failure on the part of the Company to exercise, and no delay on its part in exercising, any right, remedy, power or privilege under these Conditions will operate as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege preclude the Company from any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**第 58 條：棄權**

- 58.1 即使本公司怠於行使或遲延行使**本條件**下任何權利、救濟、權力或特權，此等怠於行使或遲延行使均不構成棄權，且任何權利、救濟、權力或特權之單次或部分行使，均不妨礙本公司就該等權利、救濟、權力或特權另為行使或更為行使，亦不妨礙本公司行使任何其他權利、救濟、權力或特權。

**Article 59: Governing Law & Dispute Resolution Forum**

- 59.1 These Conditions shall be governed by, and construed in accordance with the laws of Taiwan.

- 59.2 Parties hereto submit to the exclusive jurisdiction of the Taipei district court.

**第 59 條：準據法& 紛爭解決**

- 59.1 **本條件**之解釋與適用，應依台灣法律為之。

- 59.2 **本條件**當事人接受台北地方法院為專屬管轄法院。

**Article 60: Online Services**

- 60.1 The Customer shall be bound by such terms and conditions ("Online T&Cs") including but not limited to the Company's General Terms and Conditions of Use of the Company's Website [www.steinwegonline.com](http://www.steinwegonline.com) ("Website") annexed hereto as Annex A and the Company's Privacy Policy annexed hereto as Annex B, or any other terms or conditions as may be imposed by C. Steinweg Warehousing (F.E.) Pte. Ltd. (or such other person as may be designated by the Company) ("Website Operator") in connection with the Customer's use of any online services provided via the Website. In using the Website, the Customer hereby agrees with the Company that the Company may provide access to all data collected from, or in relation to, the Customer to be processed, transferred, stored and used by the Company and the Website Operator.

- 60.2 No variation, waiver, breach or termination under the Online T&Cs or any other arrangement made between the Customer and the Website Operator shall affect the obligations of the Customer under these Conditions or any other applicable conditions in relation to the goods which shall continue in full force and effect.

**第 60 條：在線服務**

- 60.1 客戶就其於 [www.steinwegonline.com](http://www.steinwegonline.com)（下稱「網站」，詳附件A）使用任何在線服務，應受 **C. Steinweg Warehousing (F.E.) Pte. Ltd.**（或本公司指定之任何其他人士）（下稱「網站管理人」）所要求之條款與條件（下稱「**Online T&Cs**」）所拘束（包括但不限於本公司使用網站之基本條款、隱私權保密政策（詳附件B）及其它條款）。關於客戶就網站之使用，客戶於茲與本公司同意：本公司得將自客戶蒐集、或與客戶相關之一切資料提供本公司及網站管理人進行處理、移轉、儲存及使用。

- 60.2 **Online T&Cs**或客戶與網站管理人間任何其他安排縱有變更、棄權、違反或終止，亦均不得影響客戶依據**本條件**或與貨物相關任何其他條件所負義務，此等義務應繼續有完全效力與效果。

**Article 61: Language**

- 61.1 These Conditions are prepared in both English and Chinese languages. In the event that there is any inconsistency or conflict between the English and Chinese versions, the Company and the Customer agree that the English version will prevail.

**第六十一條：語言**

- 61.1 **本條件**為中英對照之雙語版本。倘英文與中文文義有不一致或衝突時，本公司及客戶同意以英文版本為準。

**Annex A**  
**附件A**

**GENERAL TERMS AND CONDITIONS OF USE OF COMPANY'S WEBSITE [www.steinwegonline.com](http://www.steinwegonline.com)**  
**使用公司網站之一般條款和條件**

C.Steinweg Warehousing (F.E.) Pte. Ltd. ("The Company") maintains all information, communications, compilations, images, software, text, graphics and other materials offered on [www.steinwegonline.com](http://www.steinwegonline.com) ("Website") from time to time for use by its Customers or the general public and only for the lawful purposes described therein.

世天威倉儲（遠東）私人有限公司（以下簡稱「本公司」）維護所有資訊、通訊、編輯、圖像、軟體、文字、圖片和其他 [www.steinwegonline.com](http://www.steinwegonline.com) (以下簡稱「網站」) 上之資料，供其客戶或一般公眾限於合法用途之使用。

The Company reserves all rights to revise, amend, and/or withdraw these terms and conditions and the Website, whether in whole or in part, at any time and without notice. In consideration of the right to access the Website, view the contents in the Website, and to utilise online services provided via the Website ("Online Services"), the Customer agrees to be bound by these terms and conditions and any other terms, policies, rules and regulations from time to time required by or issued by the Company in respect of any specific Online Services provided via the Website. The Customer further agrees that it shall regularly visit the Website to keep itself up to date and understand all prevailing terms, rules, regulations or policies relating to the use of the Website.

本公司保留所有權利修改，調整，和/或撤銷這些條款、條件及網站之權，不論是全部或部分，在任何時間，且不需先行通知。考慮到訪問網站的權利，請查看本網站之內容，並利用網站提供之線上服務（以下簡稱「在線服務」），客戶同意遵守這些，公司所發布針對提供特別線上服務之相關條款和條件，以及任何其他條款、政策、規定之約束。客戶進一步同意，應定期到訪該網站，以了解最新現行條款、規則，法規或有關使用本網站之政策。

1. **Copyright and Trademark Notice:** The Customer acknowledges and accepts that all content located on the Website is copyrighted and protected by international copyright and trademark laws. The Customer may download materials displayed on the Website for his/her own personal and non-commercial use only provided the Customer retains in its possession at all times all copyright and proprietary notices on downloaded and/or copied material. Save as specifically permitted in these terms and conditions, no material contained within the website may be reproduced, modified, distributed, published, displayed, posted or hyperlinked in any form or by any means without the prior written permission of the Company.

智慧財產權和商標公告：客戶認知並接受位於本網站所有內容皆受智慧財產權保護，且受國際智慧財產權和商標法的保護。客戶得下載網站上之資訊，為自己個人和非商業用途使用，只要客戶保留智慧財產權和商標公告於其擁有之下載物上。除這些條款和條件特別允許，不得透過任何方式或形式，對網站上之資料進行複製，修改，發送，出版，展示，張貼或超連結，除經本公司事先書面許可。

2. **Privacy:** The Customer agrees to be bound by the terms of the Company's Privacy Policy which may from time to time be revised, amended, and/or withdrawn without notice to the Customer.

隱私：客戶同意受本公司隱私政策條款約束。這些條款將不時進行修改、調整、和/或撤回，且不需事先通知客戶。

3. **Security:** Certain data transmissions between the Customer and the Website are conducted through secure servers and protected by Secure Socket Layer (SSL) technology. Certain Online Services provided via the Website may require the Customer to use passwords and digital signatures. While the Company will use reasonable endeavours to provide reasonable precautions to protect confidential information received from the Customer, the Company shall not be liable to the Customer for any loss or damage arising out of or in connection with the transmission of information over the Internet. The Company does not represent, warrant, or undertake that any transmission of information over the Internet is secure or that such transmissions will be free from any delays, interruptions, interceptions or errors.

安全性：客戶與網站之間的某些數據傳輸都通過安全服務器進行，並通過 Secure Socket Layer (SSL) 技術的保護。網站提供之某些線上服務可能會要求客戶使用密碼和數字簽名。同時本公司將盡合理努力，以提供合理的預防措施，以保護客戶的機密資料，本公司對網路資料傳輸造成之損失或損害不負責任。本公司不聲明、保證或承諾透過網路傳輸資訊為安全，或該等傳輸將無任何延誤，干擾，攔截或錯誤。

4. **Disclaimer of Warranty:** The Company provides the Online Services on an "as is where is" basis. THE COMPANY, ITS EMPLOYEES, SUBSIDIARIES, AFFILIATES, ASSOCIATES AND RELATED CORPORATIONS MAKE NO WARRANTY AND HEREBY DISCLAIM ALL AND ANY WARRANTY,

EXPRESS OR IMPLIED, (TO THE FULLEST EXTENT PERMITTED BY LAW) (1) IN RESPECT OF THE USE, SECURITY, ACCURACY, RELIABILITY, TIMELINESS, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE CONTENT OR OF THE USE OF THE SITE; (2) IN RESPECT OF HARM ARISING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE SITE, INCLUDING WITHOUT LIMITATION, HARM CAUSED BY VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES; AND (3) THAT THE CONTENT AND ANY FUNCTIONS ASSOCIATED THEREWITH WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SITE AND ITS SERVER WILL BE FREE OF ALL VIRUSES AND/OR OTHER HARMFUL ELEMENTS.

免責聲明：本公司按現狀之基礎，提供的線上服務。本公司、其員工，子公司，關聯公司，聯營公司及關聯公司不作任何保證，並免除所有和任何明示或暗示的保證（在法律允許的最大範圍內）（ 1 ）就特定目的內容或網站利用之使用，安全性，準確性，可靠性，及時性，非侵權性，品質滿意或適用性（ 2 ）由下載或取得任何資訊或透過網站取得資料引起之損害，包括但不限於病毒或類似污染或破壞性元件造成之所害；和（ 3 ）與之相關的內容和任何功能不會中斷或沒有錯誤，也不保證本網站及其伺服器沒有病毒和/或其他對人體有害元素。

5. **Exclusion of Liability:** IN NO EVENT SHALL THE COMPANY, ITS EMPLOYEES, SUBSIDIARIES, AFFILIATES, ASSOCIATES AND RELATED CORPORATIONS BE LIABLE TO ANY PARTY FOR ANY DAMAGES, EXPENSES, CLAIMS, COSTS OR LOSSES OF ANY KIND (OTHER THAN FOR DEATH OR PERSONAL INJURY RESULTING DIRECTLY FROM THE USE OF THE SITE CAUSED IN WHOLE OR IN PART BY THE COMPANY'S NEGLIGENCE) ARISING OUT OF ANY LEGAL CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE), CUSTOMER USE OF OR INABILITY TO USE THE WEBSITE, THE CONTENT OR THE HYPERLINKS, INCLUDING BUT WITHOUT LIMITATIONS, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

免除責任：任何情況下，公司、員工、子公司、關係企業、被投資公司及其他相關公司均不對任何損害、費用、索賠，支出或任何種類（除於直接使用網站所造成之死亡或人身傷害，且本公司有過失）所產生的任何法律賠償（無論在合約，侵權或其他），以及客戶使用或無法使用本網站之損害，包括但不限於特殊的、偶然的、間接的之衍生性損害。

6. **Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of Singapore and all disputes arising out of or in connection with the use of this Website shall be deemed to have taken place in Singapore. Where any dispute arising out of or in connection with the use of this Website cannot be resolved by discussion and mutual accord between the Parties, such dispute shall be submitted to the exclusive jurisdiction of the Courts of Singapore.

管轄法律及司法管轄權：本協議應受新加坡法且 使用本網站引起之爭議應被視為已在新加坡發生。當使用本網站引起之糾紛無法經雙方討論或簽訂協議解決，該爭議應提交新加坡法院為專屬管轄權。

## Annex B 附件B

### Privacy Policy 隱私政策

1. **C.Steinweg Warehousing (F.E.) Pte. Ltd. ("The Company") is committed to safeguard the Customer's privacy. The terms of this Privacy Policy shall govern the treatment of the Customer's personal information on [www.steinwegonline.com](http://www.steinwegonline.com) ("Website") when the Customer utilises the online services provided via the Website ("Online Services").**

世天威倉儲（遠東）私人有限公司（以下簡稱「本公司」）致力於保障客戶的隱私。本隱私政策之條款應規範[www.steinwegonline.com](http://www.steinwegonline.com)（以下簡稱「網站」）上因客戶使用在線服務而留下之個人資料之處理（以下簡稱「在線服務」）。

2. **During the Customer's registration for use of the Online Services, the Company will ask for the name, and email address of the Customer. Upon successful completion of the registration process, the Customer shall become a registered user of the Website and shall be given access to the Online Services. Whenever the Company seeks and obtains to obtain personal information from the Customer, it will make an effort to bring to the Customer's attention this Privacy Policy on that page.**

在客戶登記使用在線服務，本公司將要求其輸入姓名及電子郵件地址。成功完成註冊過程後，客戶將成為網站的註冊用戶，並得使用在線服務。每當本公司尋求及獲得客戶個人資料時，本公司會提醒客戶注意網頁上的隱私政策。

3. **The purpose of collecting personal information about the Customer is to provide the Customer, with a customised experience while utilising the Online Services. Such customised experience includes, but is not limited to personalised services, interactive communications and many other services. By having the personal information about the Customer, the Company believes it would be able to deliver more relevant content, and hence provide improved services, to the Customer.**

收集客戶個人資料之目的，是提供客戶於使用在線服務時有個人化之體驗。這樣個人化之體驗包括但不限於個性化之服務、互動交流等多項服務。通過取得客戶之個人訊息，本公司相信此舉能夠提供客戶更多的相關服務內容，從而提供更好的服務。

4. **By transmitting any personal information about itself to the Company, the Customer consents the Company to disclose such personal information to the Company's associated corporations ("Steinweg Group of Companies") without the Customer's prior consent. The Customer further accepts and agrees that:**

通過傳送有關客戶自身的任何個人資料予本公司，客戶同意本公司未經其事先同意，即得揭露這些個人資料給本公司之關係企業（以下簡稱「世天威集團」）。客戶進一步接受並同意：

- a. **the Company and the Steinweg Group of Companies may disclose such personal information about the Customer to any third party without the Customer's prior consent :**

本公司及世天威集團可未經客戶事先同意揭露客戶個人資料予任何第三人：

- (i) **where to the extent necessary to facilitate any negotiations between the Company and any third party relating to transactions to buy or sell cargo through the Online Services;**

當有必要去促進本公司與第三人間透過在線服務之貨物交易時；

- (ii) **where required by law, any regulatory body or any recognised stock exchange; and**

當法律、主管機關或證券交易所要求時；

- (iii) **where the Company has reasons to believe that disclosure of such information is necessary to identify, contact or bring legal action against a person who may be violating the Company's General Terms and Conditions of Use of the Website or may cause (either intentionally or unintentionally) injury to and/or interfere with the Company's rights and/or property and/or the rights of other users of the Online Service.**



當本公司有理由相信，披露這些信息，對識別、聯繫或對違反本公司使用網站之規則（無論故意地或過失地）致生所害及/或影響公司權利及/或財產及/或在線服務使用者之權利之人有其必要時。

- b. the Company and the Steinweg Group of Companies may utilise any personal information about the Customer that is transmitted to the Company in any manner and for any purpose at its discretion to the extent allowed at law.**

本公司及世天威集團可在法律允許之範圍，基於任何目的，利用以任何方式傳送至本公司之客戶個人資訊。

- 5. Access to the Customer's user account shall be subject to a password. Such password shall be held by the Customer and shall be the Customer's sole duty to keep such password secure. The Customer shall not divulge its password to anyone. The Customer shall remember to sign out of its user account and close its browser window when it wishes to disengage the Online Services and if the Customer is using a shared computer or a publicly accessible computer, the Customer acknowledges that it has been advised by the Company to ensure that the cache memory on such computer is emptied when it closes the browser on which the Online Services were accessed in order that the contents of the HTML screens may not be viewed by subsequent users of such computer.**

進入客戶之帳號前，須輸入密碼。這種密碼應由客戶持有，且客戶有責任妥善保存此密碼。客戶不得洩露其密碼給任何人。若客戶欲離開使用之在線服務，或客戶使用的事共享電腦或公共電腦，客戶應記得登出其帳戶，並關閉瀏覽器。客戶承認，其已受本公司告知，當其關閉有在線服務之瀏覽器時，應確保其電腦之快取記憶體是否已被清空，以免 HTML 視窗被接續之電腦使用者看到。

- 6. If the Customer is registered as a user of the Website, the Company may provide the Customer with information related to the Online Services (e.g. the availability of specific commodities which Customer has indicated an interest in receiving notices concerning specific types of cargo in any auctions, spotsells or other trading services offered on the Website) via email or short message system (SMS) technology. The Customer may opt out of this information service by sending an email to notify the Company accordingly.**

如果客戶被註冊為網站用戶，本公司可透過電子郵件或簡訊為客戶提供在線服務之相關訊息（例如，客戶有興趣收到關於特定貨物之關於拍賣、spotsells、或其他網站提供之交易服務訊息）。客戶可以發送電子郵件通知本公司退出該信息服務。

- 7. All information relating to the Customer is channeled through a secure internet server using encryption technology that seeks to ensure that Customer's information is protected when being sent over the Internet. Notwithstanding anything to the contrary in this Privacy Policy and the General Terms and Conditions of Use of the Website, the Company does not represent or warrant that data transmission over the internet is 100% secure. While the Company strives to protect the Customer's personal information, the Customer acknowledges and accepts that it cannot ensure or warrant that the security of any information that the Customer transmits to the Company over the Internet. The Customer accepts and agrees that it transmits any information over the internet whether in relation to or in connection with the Website or the Online Services shall be at the Customer's own risk. Upon the Company's receipt of any information from the Customer, the Company endeavours to take all reasonable efforts to ensure that, but shall not be liable for, the information from the Customer is secure on and over the Company's systems.**

所有與客戶有關的資訊是通過使用加密技術，旨在確保客戶資訊於網路上受到保護。本公司不聲明或保證數據於網路上之傳輸是 100 %安全的。雖然本公司致力於保護客戶的個人資訊，客戶承認並接受，此仍不能確保或保證客戶傳送到本公司之資訊之安全性。客戶接受並同意負擔其於網路上傳輸之涉及與本網站或在線服務相關之訊息之風險。本公司於收到來自客戶的任何資料，將致力採取一切合理努力，以確保（但不承擔任何責任）客戶之訊息在公司的系統內是安全的。

- 8. If there are any queries about the Company's Privacy Policy or any Online Services, please send such queries via email to the administrator at [administrator@steinwegonline.com](mailto:administrator@steinwegonline.com).**

如果有關於本公司的隱私政策或針對在線服務有任何疑問，請通過下列電子郵件聯絡管理員 [administrator@steinwegonline.com](mailto:administrator@steinwegonline.com)