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世天威（宁波保税区）物流有限公司通用商务条款与条件

GENERAL TERMS AND CONDITIONS OF C.STEINWEG (NINGBO FREE TRADE ZONE) LOGISTICS CO., LTD.

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第一章 序文条款

CHAPTER I – GENERAL

第 1 条： 适用范围

Article 1: Applicability

1.1 除特定条款（定义见第 1.3 条）另有明确约定外，本通用商务条款与条件（“本条件”）应适用于世天威（宁波保税区）物流有限公司（“公司”）所从事的有偿或其他形式的所有和任何业务或行为（无论本条件是因订单或其他原因而生效），包括提供咨询、信息或服务。本条件应视为公司与任何客户（“客户”）达成之合同的组成部分。未避免歧义，客户（包括任何银行）是指以下任一人士：

Unless otherwise expressly provided in Specific Terms (as defined under Article 1.3 below), these general terms and conditions (“these Conditions”) shall be applicable to all and any business or activities undertaken, including any advice, information or service provided by C. Steinweg (Ningbo Free Trade Zone) Logistics Co., Ltd. (“Company”) for a fee or otherwise, regardless of whether this is effected pursuant to orders or on other grounds. These 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, which includes any bank, may refer to any one of the following:

(a) 与公司签署合同的相对方；

a party who signs a contract with the Company;

(b) 根据本条件 36.1 条所签发仓单的持有人；

a holder of a Warrant issued in accordance with Article 36.1 hereinbelow;

(c) 任何成为公司和客户间所签订合同一方的任何一方；

any party who becomes party to the contract between the Company and the Customer;

(d) 对存储于公司的货物拥有所有权和/或权利的任何一方；和/或

any party who has ownership of and/or title to the goods stored with the Company; and/or

(e) 对存储于公司的货物拥有担保权益的任何一方。

any party who has security interest over the goods stored with the Company.

如果本条件适用于客户的任一协议，本条件应当无例外地继续适用于公司后续提供的任何及所有的服务，以及客户与公司订立的任何协议。

To the extent that these Conditions apply to any single agreement of the Customer, they shall continue to apply without exception to any and all future Services to be performed by the Company and to future agreements concluded with the Company.

1.2 本条件适用于如下服务：

These Conditions shall apply to the Services as follows:

(a) 本条件第一、二和八章适用于公司与所有客户间关于公司提供运输服务或其他相关工作的法律关系。

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.

(b) 第一、三和八章适用于公司与所有客户间关于公司提供仓储服务或其他相关工作的法律关系。

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.

(c) 第一、四和八章适用于公司与所有仓单持有人之间，以及公司与所有客户之间（如适用）关于公司签发的仓

单的法律关系。

Chapters I, IV and VIII hereof apply to the legal relationship between the Company and all Warrant Holders and between the Company and all Customers (as applicable) in respect of Warrants issued by the Company.

(d) 第一、五和八章适用于公司与所有客户间关于公司提供航运经纪服务的法律关系。

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.

(e) 第一、六和八章适用于公司与所有客户间关于公司提供装卸服务的法律关系。

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.

(f) 第一、七和八章适用于公司与所有客户间关于公司提供托管服务的法律关系。

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.

(g) 第一和八章（统称"通用规定"）适用于公司与所有客户间就公司提供未被第二、三、四、五、六或七章（统称"特定服务规定"）所涵盖的其他服务的法律关系。

Chapters I and VIII (collectively, the "General Terms") hereof apply to the legal relationship between the Company and all Customers in respect of the Company performing other Services which are not covered by Chapter II, III, IV, V, VI or VII (collectively, the "Specific Service Provisions").

1.2A 如果本条件的任何规定之间发生冲突或不一致的情况下，应按照以下优先顺序进行解释：

In the event of conflict or inconsistency between any provision of these Conditions, the provisions shall be interpreted according to the following order of priority:

(a) 就特定服务而言，适用于该等特定服务的特定服务规定（如有）；和

in respect of a specific Service, the Specific Service Provisions applicable to that specific Service, if any; and

(b) 通用规定。

the General Terms.

1.3 受限于第 1.2 条之规定，本条件适用于公司提供的所有服务（无论何时适用于或提供给客户），除公司与客户签署的任何特定条款或合同（"特定条款"）外，本条件亦应适用于所有该等服务，除非在特定条款中予以明确排除（如有），但前提是：

Subject to Article 1.2, 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) 如果特定条款的任何规定与本条件有冲突或不一致时，在无明确相反约定的情况下，该等冲突与不一致应以最有利于公司的方式和最有利于公司可行使任何与该等冲突或不一致相关的事项或问题所涉及的权利与选择权的方式解决，但仍应遵守适用法律的相关约束、限制和禁止的规定；

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) 仅在该冲突与不一致不能解决的情况下，特别条款的规定应优先于本条件的规定而适用；和

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) 根据本条件授予公司的关于任何事项或事件的所有权利，应视为特定条款或公司与客户达成任何其他协议项下有关该等事项或事件公司所享有的权利的补充。

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.

1.3A 世天威数字服务条款与条件以及公司的隐私政策（“隐私政策”）应被视为通过引用纳入本条件，公司可以不时对该等隐私政策分别进行修订、修改、补充或更新。最新版本的世天威数字服务条款与条件的获取地址为 https://www.steinweg.com/uploads/steinweg/conditions/digital_services_terms_and_conditions/singapore_dstc.pdf 。截至本条件发布之日有效的世天威数字服务条款与条件版本作为附件随附于本条件。最新版本隐私政策的获取地址为 https://www.steinweg.com/uploads/steinweg/privacy_policy/singapore_privacy_policy.pdf。

The Steinweg Digital Services Terms and Conditions and the Privacy Policy of the Company (the “Privacy Policy”), each of which may be amended, varied, supplemented or updated from time to time, are deemed incorporated by reference into these Conditions. The latest version of the Steinweg Digital Services Terms and Conditions is made available at https://www.steinweg.com/uploads/steinweg/conditions/digital_services_terms_and_conditions/singapore_dstc.pdf and the version of the Steinweg Digital Services Terms and Conditions in effect as of the date of these Conditions is attached hereto as an Annex. The latest version of the Privacy Policy is made available at https://www.steinweg.com/uploads/steinweg/privacy_policy/singapore_privacy_policy.pdf.

1.4 公司为执行客户要求的与货物有关的服务可与第三方服务提供者（包括分包商）签订合同，该等第三方服务提供者规定的其他条件可作为本条件的进一步补充。如果本条件的任何规定与第三方服务提供方（包括分包商）规定的其他条件发生冲突或不一致，在没有相反的明示协议的情形下，该等冲突或不一致应当以最有利于公司的方式处理。

These Conditions may further be supplemented by other conditions stipulated by third party service providers (including Sub-Contractors) with whom the Company has made contracts for the purpose of carrying out the Services required by the Customer in connection with the goods. In the event of conflict or inconsistency between any provision of these Conditions and other conditions stipulated by third party service providers (including Sub-Contractors), 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.

1.5 客户使用其自有格式文本不得认为是对本条件的废除或减损本条件的适用。

The use of the Customer’s own forms is no derogation of these Conditions.

1.6 在不影响第 1.4 条规定的情况下，公司不作为普通承运人，仅根据本条件处理货物。

The Company is not a common carrier and only deals with goods subject to these Conditions, without prejudice to Article 1.4.

第 2 条：公司适用的行业条款与条件

Article 2: Sectoral Terms and Conditions Applied by the Company

2.1 除非另有其他书面具体约定，公司提供的所有服务均为公司作为货运代理人而提供的服务（包括但不限于卡车、驳船、铁路货车、飞机和/或船只的租赁服务，即使该等服务系根据运输指令而提供的），和/或作为收货代理人和/或海关代理人、和/或仓库保管人和/或航运经纪人和/或装卸服务提供方和/或其他物流服务的提供者而提供的服务。

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

2.2 受限于第 1.2 条之规定，在本条件中提及的非运输工作、仓储工作、航运经纪工作、装卸工作或托管工作中特定部分的服务（包括由承运人、保险公司检测员、审查员和监管公司执行的工作）可适用特定行业惯常使用的或经制定而适用的其他条件。若该等其他条件和本条件有任何冲突，应由公司决定所适用的条款。

Subject to Article 1.2, Services which are not specifically part of Forwarding Work, Warehousing Work,

Shipbroking Work, Stevedoring Work or Escrow Work (including but not limited to work performed by carriers, insurance agents' surveyors, inspectors 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.

第 3 条：定义与解释

Article 3: Definitions and Interpretation

3.1 除非上下文另有要求，本条件中以下词语应具有如下特定含义：

In these Conditions, the following words shall have the meanings assigned to them below unless the context otherwise requires:

(a) "商品交易所仓单"是指经标号、盖章且依法签署的，由公司（包括其关联企业）按照伦敦金属交易所（"LME"）或其他上市商品交易所认可、且符合其适用的规则和规定之形式所签发的票据，并在其抬头表明为仓单，证明持有人有权收取特定种类特定数量的货物。

"Commodities Exchange Warrant" means a numbered, stamped and legally signed receipt issued by the Company (including through its Related Corporation), in a form approved by and in accordance with the applicable rules and regulations of the London Metal Exchange ("LME") or other listed commodities exchanges, 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.

(b) "托管工作"指从一方接收文件、持有文件以及代表该方向另一方释放文件。

"Escrow Work" means the receipt of documents from one party, holding the same, and releasing the same on behalf of that party to another.

(c) "运输工作"是指从一地到另一地的货物运输。对银行汇票等货到付款的交付指示应视为运输工作。

"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.

(d) "仓单最后持有人"是指收到已签发仓单的人，且该仓单持有人向公司提出的书面请求所载日期是最近期的，但是公司应有权，但无义务，认为任何其他人是所知的仓单最后持有人，如果公司有理由认为该等其他人是仓单最后持有人。

"Last 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.

(e) "运输工具"是指指定的运输货物和/或人的工具，无论该等工具是否为机动式的。

"Means of Transport" means a construction designated for the transport of goods and/or people regardless of whether such construction is self-propelled or not.

(f) "关联企业"是指公司指定的、履行任何服务或与服务相关的职能的公司关联方。

"Related Corporation" means an affiliate of the Company designated by the Company to perform any function in respect of or in connection with the Services.

(g) "服务"是指公司应客户要求或为客户利益所提供的或将要提供的所有服务（无论该等服务是因订单或其他原因而生效），包括但不限于运输工作、仓储工作、仓单相关的工作、航运经纪工作、装卸工作、托管工作以及世天威数字服务（定义见本条件第 60 条）。

"Services" means all services performed or to be performed by the Company at the request of or for the benefit of the Customer including but not limited to, Forwarding Work, Warehousing Work, Warrants-related work, Shipbroking Work, Stevedoring Work, Escrow Work and Steinweg Digital Services (as defined in Article 60 of these Conditions), regardless of whether such service is effected pursuant to orders or on other grounds.

(h) "航运经纪工作"是指公司作为船主、承运人、程租人、期租人和/或远洋船船长的中间人参与和处置船只和运输事宜，包括但不限于公司协助缔结租船合同并作为船舶管理人在其职权范围内行事。

"Shipbroking Work" means the attending to and handling of ships and transportation matters by the Company acting as an intermediary for shipowners, carriers, voyage charter party, time charterers and/or masters of seagoing vessels. This includes but is not limited to the Company assisting in the concluding of chartering contracts and acting in its capacity as ship manager.

(i) "装卸工作"是指通过运输工具进行装卸，包括但不限于接收、临时储存、转移、称重、重新包装、目测检查、指令目测检查和/或交付货物、进行装运活动以及使用浮吊起重机、岸吊起重机或其它种类的起重机。

"Stevedoring Work" means the loading and unloading of Means of Transports, including but not limited to the acceptance, temporary storage, shifting, weighing, repackaging, visual checking, ordering the visual checking and/or delivery of goods, the execution of shipping activities and the use of floating cranes, shore cranes or other kinds of cranes.

(j) "分包商"是指公司或关联企业直接任命或聘用提供任何一部分服务的任何下述第三方：(i) 提供在仓储设施工作的叉车司机、临时工及安保人员的人力外包服务公司；和/或 (ii)提供往返仓储设施的货运卡车服务的物流公司。

"Sub-Contractor" means any of the following third parties which the Company or a Related Corporation directly appoints or engages to perform any part of the Services: (i) companies providing the HR outsourcing services of forklift drivers, temporary laborers and security guards working at the Warehouse Facilities; and/or (ii) logistics companies providing trucking services for transferring goods to and from the Warehouse Facilities.

(k) "仓储设施"是指公司或关联企业运营的仓库，或由公司或关联企业不时委托提供服务的第三方所运营的其他仓库。

"Warehouse Facilities" means the warehouses which are operated by the Company or a Related Corporation or such other warehouses operated by third parties whose services the Company or a Related Corporation may engage from time to time.

(l) "仓库收据"是指由公司（包括其关联企业）根据本条件签发的不可让与且不可转让的票据，是确认公司或关联企业从客户或其代理人或代表处收到货物的单据，且在其抬头表明为仓库收据。

"Warehouse Receipt" means a non-transferable and non-negotiable instrument issued by the Company (including through its Related Corporation) in accordance with these Conditions, confirming the receipt of goods by the Company or a Related Corporation from the Customer or its agents or representatives, described in its heading as a warehouse receipt.

(m) "仓储仓单"是指由公司（包括通过其关联企业）就公司提供服务的每一批运送至公司的货物、向客户或客户所指定的任何其他实体或个人签发的、用于证明货物持有人的证书，前述货物是由客户或代表客户交付给公司的。

"Warehouse Warrant" means a certificate of the holder of goods delivered by or on behalf of the Customer to the Company, to be issued by the Company (including through its Related Corporation), in favor of the Customer or any other entity or individual as required by the Customer in respect of each consignment of goods delivered to the Company for the provision of Services.

(n) "仓储工作"是指存储、交付或保管货物，包括签发或同意签发仓库收据、交货单和/或类似目的的放货单据，并扩展至包含针对仓储设施中的货物提供的所有其他增值服务，和/或在仓储设施场地中提供的所有其他增值服务。

"Warehousing Work" means the storage, delivery or holding in custody of goods, including the issuance or the agreement to issue a warehouse receipt, delivery order and/or release for similar purposes and extending to all other value added services respect of such goods in the Warehouse Facilities and/or on the site of the Warehouse Facilities.

(o) "仓单"是指(i)仓储仓单；或(ii)商品交易所仓单；或(iii)仓库收据。

"Warrant" means (i) a Warehouse Warrant; or (ii) a Commodities Exchange Warrant; or (iii) a Warehouse Receipt.

(p) “仓单持有人”是指向公司出示仓单并表明身份的人。

“Warrant Holder” means a person who makes himself known as such to the Company by producing a Warrant.

3.2 除非上下文另有要求，单数的词语包括了复数的含义，反之亦然。含有任何性别含义的词语（包括中性）应包括了另一性别的含义。条款标题仅为方便参考所设。“人士”和“一方”包括任何公司、组织、社团，无论是否为法人。“包含”、“包括”、“例如”或类似表达的词语应当被解释为举例性质，不得用于也无意被解释为穷尽式列举。

Unless the context otherwise requires, words in the singular include the plural and vice 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. The words “include”, “including”, “such as” and similar expressions shall be interpreted to be illustrative only and are not used as, nor are intended to be interpreted as, words of limitation or exclusive enumerations.

第 4 条：授权的保证

Article 4: Warranty of Authority

4.1 在与公司签署任何合同之时，客户明确保证，其应是：

In entering into any contract with the Company, the Customer expressly warrants that it is:

(a) 与合同相关货物的所有权人或所有权人的授权代理人。如果货物或其任何部分不是客户自己拥有的未设权利负担的财产，为该等合同和本条件之目的，其应被视为货物所有权人或其他利益方的代理人，并保证其获得了拥有或持有货物或货物任何部分权益的所有人士的授权以签订合同，使他们及其自身受本条件的约束；

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, the Customer 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 it 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 itself to these Conditions;

(b) 被授权同意接受本条件，不仅代表其自己，同时作为对货物持有或可能持有权益的任何其他人的代理人，代表该对货物持有或可能持有权益的所有其他人；

authorised to accept (and is accepting) these Conditions not only for itself but also as agent for and on behalf of all other persons who are or may thereafter become interested in the goods; and

(c) 不作为消费者缔结或处理合同，尽管有任何性质的相反的法定或其他定义。

not contracting or dealing as a consumer notwithstanding any statutory or other definition of whatsoever nature to the contrary.

4.2 客户应赔偿公司因其无权代表对货物或其任何部分拥有权益的任何方与公司签署任何合同而使公司遭受的损失、损害或索偿。

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 在不减损 4.1(a)条规定的情况下，公司应有权根据本条件不仅针对客户，也可针对发货人和/或收货人和/或货物所有人（如其认为合适），执行本条件下其享有的权利。

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 5 条：报价、价格和关税

Article 5: Quotes, Rates and Tariffs

5.1 如经要求，公司应向客户提供一份报价。除非公司另行以书面形式确认，或通过开始执行订单或指示的方式同意报价，报价仅作为要约邀请。

If requested, the Company shall provide a quotation to the Customer. Unless otherwise agreed by written confirmation of the Company or by the Company starting with the execution of the orders or instructions, a quotation constitutes an invitation to treat only.

5.2 公司可在客户接受前撤回或修改其所发出的所有报价。为免歧义，客户接受报价的行为本身不构成客户和公司间具有约束力的合同。客户和公司之间的合同仅应当根据第 6.2 条生效。

All quotations given by the Company may be withdrawn or revised by the Company prior to acceptance by the Customer. For the avoidance of doubt, the acceptance by the Customer of a quotation shall not in itself constitute a binding contract between the Customer and the Company. A contract between the Customer and the Company shall only come into effect in accordance with Article 6.2.

5.3 在客户接受报价后，如出现超出公司控制范围的、或基于某种情形（该情形在公司与客户签订合同时认为无需将其可能发生的风险考虑在内）所导致的成本上升因素，公司仍可在通知客户后修改报价，并有权要求额外付款。该等因素包括但不限于汇率、运费费率、保险费、劳动力和能源费率、通常的港口费用、政府费用、税收以及任何作为报价基础的或提出报价时未考虑在内但与报价相关的其他价格和收费的变动。

After the Customer has accepted a quotation, the Company may still revise the quotation and be entitled to additional payment, with notice to the Customer, if there are cost-increasing factors beyond the control of the Company or which are based on circumstances of such a nature that when concluding the contract with the Customer, it was not deemed necessary to take into account the risk that they could occur. Such factors include but are not limited to changes in currency exchange rates, rates of freight, insurance premiums, labor or energy rates, 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 在订单接受日之后，若公司的供应商收取的费用、工资、社会保险金和/或其他费用、运费、进口关税、保险费和/或其他成本，无论在任何项目下，上涨或另有额外收费、或政府部门就服务增设其他收费或提高收费的，公司有权对正在执行中订单的价格和关税进行涨价或收取该等额外费用，且对客户有约束力。

Where the prices charged by its suppliers or wages, social and/or other charges, freight, import duties, insurance premiums and/or other costs, under whatever title, are subject to increases or surcharges or incases where the authorities introduce or increase charges imposed on the Services after the date on which the order is accepted, the Company shall be entitled to apply such increases or surcharges accordingly to the rates and tariffs of ongoing orders. This shall be binding upon the Customer.

5.5 若就公司在履行合同过程中而提供的服务或本协议项下任何服务需缴纳额外的费用或税收，公司有权将这些额外的支出转由客户承担。本条款对客户有约束力。

Where additional charges or taxes are imposed on the Services provided by the Company part way through performance of the contract or any Services, the Company shall be entitled to pass these additional costs to the Customer. This shall be binding upon the Customer.

5.6 除非另有书面具体约定，现行约定的仓储费率应是基于相关货物惯常的堆放或倾倒方法而制定。如果公司应客户要求、或由于货物自身条件或政府法规的要求而没有采用惯常的堆放或倾倒方法，则费率应根据前述方法比惯常的堆放或倾倒方法多占用的建筑面积按比例进行增加。

Current and agreed rates for storage shall be based on the customary method of stacking or dumping the relevant goods unless otherwise specifically agreed in writing. If at the Customer's request or due to the condition of the goods or government regulation the customary method of stacking or dumping is not followed, an increase in the rates shall be applied proportional to the additional floor space occupied compared to the customary method of stacking or dumping.

5.7 除非另有具体的书面约定，公司有权每年基于任何成本的上涨，包括但不限于劳动力、设备和燃油成本，调整价格和关税。

Unless otherwise specifically agreed in writing, 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 labor, equipment and fuel.

5.8 若公司受雇进行航运经纪工作，且公司认为该等工作具有特殊性、特别费时或费力，公司可全权自行决定选择收取合理的额外报酬，除非公司与客户间另有约定。

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 sole and absolute discretion of the Company, unless agreed otherwise between the Company and the Customer.

5.9 如果公司已经被委托提供装卸工作，则在协议订立后出现超出公司控制范围的成本增加的因素时，公司有权公平地调整任何已经接受的费率。例如，在与公司建立法律关系时没有考虑到的安全、质量、环境和税收方面的（政府）措施以及劳动力和能源市场的发展变化。如果公司合理地认为，在协议订立后情况发生了变化，致使即便按照根据本条款调整后的价格，要求公司（继续）进行装卸工作也不公平，那么只要装卸工作尚未展开，公司即有权解除协议且无需因此承担赔偿责任。

Where the Company has been engaged to provide Stevedoring Work, it is entitled to adjust any already accepted rates in all fairness if after the conclusion of the agreement cost-increasing factors occur that are beyond the control of the Company. Non-exhaustive examples are (government) measures in the area of safety, quality, the environment and taxation aspects and market developments in the area of labour and energy that had not been taken into account upon entering into the legal relationship with the Company. If in the reasonable opinion of the Company the circumstances have changed after the conclusion of the agreement such that it is unfair to expect that the Company shall (continue to) carry out the Stevedoring Work even against the rates that have been adjusted in accordance with this Article, the Company shall have the right to dissolve the agreement if and insofar as this refers to the Stevedoring Work not yet carried out, without becoming liable to pay damages as a result.

第 6 条：合同的成立

Article 6: Formation of Contract

6.1 客户应以书面形式向公司发出所有与货物相关的订单和指示。除非另有约定，客户做出的口头或电话通信或安排仅在公司随后立即发出书面确认的情况下始视为被公司收悉。公司可全权自行决定是否接受客户的任何订单或指示。公司有权拒绝接受关于任何服务的订单或指示，且无义务提供任何理由。

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 deemed received by the Company if immediately followed by a written confirmation from the Company, unless otherwise agreed. The Company has sole and 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 客户和公司签订的合同应仅在以下较早的日期生效：(a)公司以书面形式接受客户任何订单或指示之日；(b)公司开始履行客户的订单或指示之日；或(c)如果公司未能告知客户其接受或拒绝该等订单或指示的决定，在公司收到客户订单或指示之日起两个工作日后。上述各情形中，本条件均应被视为已纳入或构成已接受或视为已接受的订单或指示的一部分。

A contract between the Customer and the Company shall only come into effect on the earlier of the following: (a) the date of the Company's written acceptance of any order or instruction from the Customer; (b) the date on which the Company starts performing the Customer's order or instruction; or (c) after 2 working days from the Company's receipt of the Customer's order or instruction, if the Company failed to inform the Customer of its decision to accept or reject such order or instruction, and in each case these Conditions are deemed incorporated in and form part of such order or instruction which is accepted or deemed accepted.

6.2A 如果客户在收到合同修订通知后的 14 天内未拒绝该等修订，则公司对合同的任何修订均应视为客户已接受。本规定不适用于公司根据上述第 5 条行使调整费率和关税权利的情形。

Any amendment to the contract by the Company shall be deemed accepted by the Customer if the Customer does not reject such amendment within 14 days after notification of such amendment. This provision shall not apply to the Company's right to adjust rates and tariffs under Article 5 above.

6.3 未经公司事先书面同意，客户不得让与或转让与公司签订的任何合同项下的任何权益和权利。公司做出该等同意可

能受制于公司认为必要的其他条款，包括与第三方签订的三方协议。

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 7 条：服务的履行

Article 7: Performance of Services

7.1 根据客户的书面要求并由该等客户承担成本的情况下，公司可向客户或其指示的其他人签发有关存储于公司或由公司处理的货物的仓单、仓库收据、持货确认、放货确认或其他文件。所有该等文件均应根据本条件以及公司不时制定的其他条款和条件而签发。客户、仓库收据持有人和仓单持有人不得依据或参照与本条件冲突的任何其他条件、规章或规定。

Upon the written request of the 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 taken subject to, these Conditions and any other terms and conditions imposed by the Company from time to time. The Customers, holders of Warehouse Receipts and Warrant Holders shall not refer to any other condition, regulation or stipulation insofar as the same conflicts with these Conditions.

7.2 客户应负责且持续负责办理任何相关法律所要求的有关任何仓单签发或转让、货物质押或放货的任何批准、审查、注册或登记备案手续。客户应补偿公司因客户未履行上述相关及适用法律所要求的手续而引起的或与此相关的任何性质的损失、损害、成本、费用和索赔等。

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 any Warrant, pledge or release of goods. The Customer shall indemnify the Company for any losses, damages, costs, expenses and claims 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 客户（包括成为公司与客户所订立的合同一方的第三方）应确保其已获得适用法律要求的、开展其自身业务、以及为使公司执行其指示所必需的所有许可和/或执照，并确保适用于其自身义务的所有法规已得到遵守。如果客户不确定是否有义务获得特定许可证或遵守特定法规，则应在其向公司发出任何指示之前先寻求公司的澄清。

The Customer (including the third party which becomes a party to the contract between the Company and the Customer) shall see to it that all permits and/or licences necessary for the conduct of the Customer's business and for the Company to carry out the Customer's instructions as per applicable laws are obtained and kept as well as that all the regulations applicable to the obligations of the Customer are complied with. In the event that the Customer is uncertain as to whether the obligation of obtaining a particular permit or compliance with a particular regulation falls on it, it shall seek clarification from the Company before delivering any instruction to the Company.

7.3A 除非另有书面约定，为办理海关手续而合理向公司提供信息的行为，应当默认为一项订单。除非公司明确同意办理海关手续，否则公司永远没有义务接受办理海关手续的订单，客户仍应负责办理所有海关手续，包括获得并向公司交付所有海关清关文件以及与货物有关的其他进出口报关单和程序文件。

The provision of information to the Company, that is reasonably provided to enable customs formalities to be carried out, shall imply an order, unless otherwise agreed in writing. The Company is never obliged to accept an order to carry out customs formalities and unless the Company expressly agrees to carry out customs formalities, the Customer shall be and remain responsible for carrying out all customs formalities, including obtaining and delivering to the Company all customs clearances and other import/export declarations and procedures in respect of the goods.

7.4 为使公司履行服务，客户应及时向公司提供所有相关信息和文件，包括但不限于有关下列事项的信息和文件：

To enable the Company to perform the Services, the Customer shall timely provide the Company with all relevant information and documents such as but not limited to information and documents with regard to:

(a) 货物的性质、种类、质量、数量、构成、温度、重量、体积、来源、产地、物理和/或化学成分；

the nature, type, quality, composition, temperature, weight, volume, source, origin, physical and/or chemical properties of the goods;

(b) 货物或货物内的有害成分和/或物质（无论是否被通常认为或承认）；

hazardous properties and/or substances (whether or not generally known or recognised as such) of or within the goods;

(c) 法律后果（所有权，禁止存储于其他地方，海关手续等）；

legal consequences (ownership, storage banned elsewhere, customs formalities, etc.);

(d) 因货物的性质是否要求需要特殊的存储方式；

whether a special method of storage is required or necessary due to the nature of the goods;

(e) 货物是否受政府规定的约束（包括海关和消费税法规以及税收规则）；

whether the goods are subject to governmental provisions, including customs and excise regulations and tax rules;

(f) 关于装卸货方式的特别指示；和

special directions regarding the method of loading and/or unloading; and

(g) 对于公司重要的所有其他内容。

all other particulars which are of importance to the Company.

7.5 如果船只、卡车、铁路货车、集装箱和/或货物被熏蒸，客户应最晚不迟于该等船只、卡车、铁路货车、集装箱和/或货物抵达中国或任何其他指定港口前七（7）天，事先充分告知公司所使用的熏蒸剂或材料，以及被熏蒸的集装箱、驳船、货舱、卡车、货车和/或包裹。客户应承担对船只、卡车、铁路货车、集装箱和/或货物排气和/或充气以使其达到安全浓度的风险和费用。

If the vessel, truck, railway wagon, container and/or goods have been fumigated, then the Customer is obliged to inform the Company well in advance, at the latest 7 days prior to arrival in PRC or any other designated harbor, of the fumigant used and in which container(s), barge(s), hold(s), truck(s), wagon(s) and/or packing it was applied. Degassing and/or aerating the vessel, truck, railway wagon, container and/or goods to safety concentrations will be at the Customer's risk and expense.

7.6 如果客户未履行本条件第 7.3 条、第 7.3A 条、第 7.4 条和第 7.5 条项下的义务，或者送达的货物损坏或有缺陷，公司有权拒收货物。但是，公司接受货物的行为并不构成公司对客户已履行本条件第 7.3 条、第 7.3A 条、第 7.4 条和第 7.5 条项下义务的确认，或对于送达的货物不存在损坏或有缺陷的确认，也不构成公司对其在这些方面的任何权利的放弃。

The Company has the right to refuse goods in case the Customer does not fulfil its obligations pursuant to Articles 7.3, 7.3A, 7.4 and 7.5 of these Conditions or in case the goods arrive in a damaged or defective condition. However, the Company's acceptance of goods does not constitute the Company's acknowledgement that the Customer has fulfilled its obligations pursuant to Articles 7.3, 7.3A, 7.4 and 7.5 of these Conditions or that the goods did not arrive in a damaged or defective condition, nor does it waive any of the Company's rights in those respects.

7.7 为保存或保护仓储货物、自己或他人的货物和财产或安全，公司可以但无义务采取其认为必要的措施处置和处理货物，并且所有风险和费用由客户承担。

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, properties or safety, all at the Customer's risk and expense.

7.8 客户不得向第三方出售或以其他方式处置（全部或部分）货物，除非客户已使该等第三方以书面形式接受在该等

第三方取得货物上任何权益之时客户与公司间有关货物的所有生效合同的全部条款。客户接受，尽管货物的任何权益可能已从客户转移至第三方，若其未能满足本第 7.8 条项下的任何义务，客户应继续向公司承担其自身与公司间关于货物的所有合同项下的全部义务。

The Customer shall not sell or otherwise dispose of (the whole or part of) the goods to any third parties, unless the Customer procures such third party's acceptance in writing of all the terms of all contracts between the Customer and the Company in respect of the goods that were valid at the time such third party acquires any interest in the goods. The Customer accepts that in the event it fails to satisfy any of its obligations in this Article 7.8, the Customer shall continue to be bound to the Company for all of its obligations owed 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.

7.9 如果客户出售或以其他方式处置货物或其任何部分，客户之前应向公司承担的义务不得解除，直至公司以书面形式向客户确认其已接受了对货物的转让和放货。

If the Customer sells or otherwise disposes of (the whole or 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.

7.10 如发生货物所有权的转移或转让、或提取货物权利的转移或转让（视具体情况），客户应有义务立即书面通知公司。但是，公司收悉该等书面通知的事实，不会影响公司在本条件下对作为通知对象的公司或货物的任何权利，或构成公司对前述权利的放弃。

The Customer is obliged to immediately notify the Company in writing of any 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. However, the Company's receipt of such a notice does not waive or affect any of the Company's rights under these Conditions with respect to the Company or the goods that are the subject of the notice.

7.11 客户有义务至少在运输工具离开公司或关联企业所在场所或其指定的处所前七（7）天，书面通知公司有关客户和/或代表客户的第三方就该客户和/或该等第三方运输工具的损失和/或损害的任何索赔。如果没有给予该通知，将视为放弃对公司索赔的主张。

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 at least 7 days prior to the departure of the Means of Transport from the premises of or premises designated by the Company or its Related Corporation, failing which any such claim against the Company will be barred.

7.12 公司有权决定船只、卡车、驳船或任何其他运输工具装卸货物的顺序，并决定停泊和停放的时间和地点。在水上或路上运输工具抵达时无停泊地或停放地应被视为不在公司可控制范围的情形。

The Company determines the order of sequence in which vessels, trucks, barges or any other Means of Transport will be loaded or unloaded and determines time and place for berthing or parking. 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.

7.13 公司有权采用第三方的人员及设备进行全部或部分服务，且可根据公司的自行选择，免费使用应由客户提供的装卸设备和/或运输工具的驱动电源；

The Company is entitled to have the Services carried out in whole or in part by staff and equipment of third parties as well as, at the discretion of the Company and free of charge, 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.

7.14 一旦公司已接受订单或指示，客户不得未经公司事先书面同意而变更或终止订单或指示。如客户单方面终止该等订单或指示，公司有权向客户索赔，要求其赔偿在终止前公司已产生的任何费用以及由于该等终止而给公司造成的所有损失和损害。

Once an order or instruction 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.

7.15 公司应以其认为合适的任何方式并根据本条件执行所有指令和指示。除非与客户另有约定，公司保留决定权，以

决定在处理、仓储、接收、运送、放货、交付和/或运输属于客户并已交付公司占有的任何货物时的方式、路线和程序。

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 right 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.

7.16 尽管客户有特定的指令或指示，如果公司经全权自行考量认为不完全执行或不执行客户的指令或指示对客户的利益而言是必要或必需的，公司可依其判断行事，且客户应当遵守公司就此情形发出的一般指引和详细的指示。与此相关的合理发生的所有成本和费用应由客户承担。

Notwithstanding any specific order or instruction from the Customer, if the Company takes the view in its sole and absolute discretion that it is necessary or desirable in the interests of the Customer to depart from the Customer's order or instruction, the Company shall be at liberty to do so and the Customer shall comply with all general directives and specific instructions given by the Company in this regard. All costs and expenses reasonably incurred thereby shall be for the Customer's account.

7.17 双方约定的价格和关税适用于正式工作时间，即周一至周五的 09:00 至 16:00（北京时间），不含午餐和茶歇时间以及公共假日。在正式工作时间以外（包括该等工作日之前的晚上和夜班）进行的服务视为加班服务。加班服务须适用特殊费率和关税，并受限于公司劳动力情况。

The agreed rates and tariffs apply during official working hours between 09:00 hours and 16:00 hours (Beijing time) Mondays to Fridays, excluding lunch and coffee break and public holidays. Services performed outside official working days and hours (including the evening and night shifts preceding such days) are considered to be overtime services. The rendering of overtime services is subject to applicable special rates and tariffs and to the availability of the Company's workforce.

7.18 客户同意根据适用的反洗钱、反恐怖分子融资、反贿赂和腐败相关的法律法规，公司必须向有关主管部门报告异常/可疑交易。客户同意公司可能根据适用的法律法规负有识别客户并验证身份的义务。客户必须对该等事宜给予全力合作。公司将记录所需的数据，并按照适用的法律和法规进行储存。客户同意上述披露义务优先于隐私政策。

The Customer agrees that based on applicable laws and regulations to prevent money laundering, terrorist financing, bribery and corruption, the Company is required to report unusual/suspicious transactions to the relevant competent authorities. The Customer agrees that the Company may be obliged by the applicable laws and regulations to identify the Customer and verify the identification. The Customer must afford its full cooperation in this matter. The Company will record the required data and keep them in accordance with applicable laws and regulations. The Customer agrees that the aforementioned disclosure obligation prevails over the Privacy Policy.

第 7A 条：保险

Article 7A: Insurance

7A.1 客户有义务购买并维持足额的保险，包括但不限于货物保险、因货物造成损害的保险以及客户对公司的责任保险。除双方另有书面约定，并受限于第 7A.2 条的规定，公司无义务为交付其保管的货物安排或购买任何保险。经要求，客户应当允许公司获取保单以便核查并复制。

The Customer is obliged to take out and maintain adequate insurance, including but not limited to cargo insurance, insurance covering damage that can be caused by the goods and insurance covering its possible liabilities towards the Company. Unless otherwise agreed in writing with the Customer and subject to Article 7A.2, the Company shall not be obliged to arrange for any insurance in respect of the goods or documents 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.

7A.2 如果公司已和客户书面明示约定由公司购买或安排保险，则：

If the Company has expressly agreed in writing with the Customer that it shall arrange for insurance:

(a) 所有生效的保险应受限于保险公司或承销商签发的保单所规定的通常除外责任和条件，公司不负责与保险公司或承销商进行条件谈判；

all insurance effected shall be subject to the usual exceptions and conditions of the policies of the insurance company or underwriters and the Company shall not be responsible for the condition(s) negotiated with the insurance company or underwriters;

(b) 公司对保险公司的选择和其支付能力、可信度或偿付能力不负责；

the Company shall not be responsible as regards the choice of the insurer and its ability to pay or be responsible for their reliability or their solvency;

(c) 客户应对需要承保的风险予以明确的描述和列举。客户仅概括陈述货物的风险是不充分的；

the risks to be covered shall be clearly described and enumerated by the Customer. A mere general statement of risks by the Customer is not enough;

(d) 投保金额应当为客户陈述的金额，或者在仓单上载明价值时为仓单上注明的价值；

the value to be insured shall be the amount stated by the Customer or, if there is a value mentioned in a Warrant, the value mentioned in the Warrant;

(e) 公司无论在任何情况下，均应当仅被视为不承担任何责任的中介方；

the Company shall in all cases exclusively be regarded as intermediary without any liability;

(f) 公司无义务对每批货物投保单独的保险，但可申报任何不定额保单或通用保单；

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;

(g) 客户应承担以足月计算的所有保险费，不足一个月的按一整月计付，除非公司另行书面同意；

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;

(h) 如果公司以其自身名义购买了保险，则公司可自行决定向客户转让其对保险公司的任何索赔主张。如果保险公司因任何原因对其责任有争议，客户仅可向保险公司追索。公司不承担与此相关的任何责任和义务；以及

if the Company has arranged an insurance policy in its own name, it may, at its sole and absolute 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; and

(i) 如果公司和客户约定，由公司以客户为受益人购买货物保险，则公司应当有权自行决定以客户的名义购买约定的保险或将该等保险纳入公司的保单。

if it has been agreed between the Company and the Customer that the Company is to effect insurance of the goods for account of the Customer, then the Company shall have the right in its sole and absolute discretion to effect the agreed insurance in the name of the Customer, or to include such insurance in a policy of the Company.

7A.3 若客户给予公司购买保险的指示，则客户应被视为已授权公司作为其代理人与保险公司达成所有安排（在不违反第 7A.2 条规定的情况下），包括与保险公司协商约定保险条件以及解决任何损害赔偿索赔事宜。在本条中，作为客户的代理人，公司有权收取保险赔偿额，但仅有义务在扣除客户欠付公司的所有到期应付款项后向客户支付收到的赔偿额。

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 (without prejudice to Article 7A.2), 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.

7A.4 公司对保险公司未全额或部分支付保险赔偿金所造成的任何损失不承担任何责任；如果公司对于某项损害无需承担任何责任，则公司对就该损害存有争议的保险索赔亦不负责，无论公司是通过何种方式购买保险的。

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.

7A.5 如果在公司保管下的货物由于火灾或任何其他原因毁损（无论是否是通过公司的中介机构购买的保险）：

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) 如果公司就货物签发了仓单，公司应尽合理努力通知仓单最后持有人该等毁损，但该等人士无权因公司未予通知而向公司索赔；

if the goods are covered under a Warrant, the Company shall use reasonable endeavours to notify the Last Warrant Holder of such destruction but such person shall have no rights to claim against the Company for failure to give such notification;

(b) 毁损日应被视为交付日，应向公司支付的所有费用（包括已经过月数的且未被记录为已付的保险费，不足一月按一整月计算）应在该交付日到期（包括该日）并应付；以及

the date of destruction of such goods shall count as their date of delivery and all charges (including any insurance premium due for so many months as have elapsed and have not been recorded as already paid, parts of months to count as full months) payable to the Company shall be due up to and including such date; and

(c) 如果公司对毁损评估的协助是需要或必要的，公司可提供该等协助并向客户收取相关成本，以及按公司确定的费率收取公司为之付出努力的所有费用，但前提是应向公司支付的所有到期且应付的款项已全额支付。

if the Company's assistance for assessment of the damage or loss is desirable or necessary, the Company may render such assistance in return for payment by the Customer of all associated costs, plus all fees for the Company's efforts (at a rate fixed by the Company), and provided that all other monies due and owing to the Company have been paid in full.

7A.6 如果公司使用起重机、吊车、叉车和/或其他类似设备提供任何服务，公司有权就其使用该等设备的风险投保，保险费由客户承担。

If the Company uses equipment such as derricks, cranes, forklift trucks and/or 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 7B 条：电子数据交换

Article 7B: Electronic Data Interchange

7B.1 如有书面约定，客户与公司间信息的交换可以通过信息系统间结构化和标准化信息的电子交换（也称"EDI"）进行。

The interchange of messages between the Customer and the Company may take place via electronic interchange of structured and standardised messages between information systems ("EDI") if agreed in writing.

7B.2 若公司与客户约定通过 EDI 进行数据交换，则数据交换应根据国际通用的信息标准和规范进行。

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 8 条：时间并非至关重要

Article 8: Time is Not of the Essence

8.1 时间并不是与公司履行本条件项下服务相关的任何合同至关重要的因素。客户对关于交付或履行所要求的时间的任何说明和陈述应仅作为估计，不应对公司有约束力。

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 or performance shall be an estimate only and shall not be binding on the Company.

8.2 公司应全权自行决定安排服务提供的速度。速度应尽可能符合客户的要求，但是如果公司提供服务的速度比客户要求的慢，公司对客户或客户的代理人因此遭受的任何损失、损害或费用不承担责任。

The Company shall arrange, at its sole and absolute 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 is slower than that required by the Customer.

第 9 条：关联企业和分包商的指定

Article 9: Appointment of Related Corporations and Sub-Contractors

9.1 公司可根据本条件或公司与客户间的任何其它合同聘用关联企业和/或分包商提供的服务，用于履行公司同意向客户提供的任何服务。

The Company is allowed to engage the services of Related Corporations and/or Sub-Contractors to carry out any Services which the Company 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 所有关联企业和/或分包商应有权实施公司在本条件或其他任何法律规定或合同约定下的权利和权益（包括任何责任限制和/或责任免除）。

All Related Corporations and/or Sub-Contractors shall be entitled to enforce the rights and benefits of the Company (including any limitation of and/or exemption from liability) under these Conditions or any other statutory or contractual provision.

9.2A 客户同意，不论在何种情况下，客户均不会向任何关联企业提起任何由于公司与客户间合同的违约而引起、或与之相关的索赔，也不会因关联企业履行与服务有关的职责、或相关联的职责而向其索赔。

The Customer agrees that it shall not institute any claim against any Related Corporation arising out of or in connection with any breach of contract between the Company and the Customer or in the performance of any function related to or in connection with the Services under any circumstances whatsoever.

9.3 除本条件另有规定或公司和客户另有约定之外，非客户和公司间合同一方的任何其他方不具有《中华人民共和国合同法》项下的权利，也无权强制执行该等合同或本条件中的任何规定。

Save as otherwise provided in these Conditions or otherwise agreed by the Company and the Customer, any other person who is not a party to the contract between the Customer and the Company shall have no rights whether under the PRC Contract Law or otherwise to enforce any provision of such contract or these Conditions.

第 10 条：通用支付条款

Article 10: General Payment Terms

10.1 除非客户和公司间另行约定，客户同意并接受公司有权全权自行决定，就其向客户履行的服务根据公司通用费率向客户收费。

Unless agreed otherwise between the Customer and the Company, the Customer agrees and accepts that the Company shall have the sole and absolute discretion to charge the Customer the Company's prevailing rates for performing the Services for the Customer.

10.2 客户应根据公司开具的发票或双方约定的其他方式，就与公司履行的任何服务有关的已完成的工作或将要完成的工作，向公司支付所有到期应付款项，且不得适用任何抵销、折价、请求或反请求（包括任何暂停付款）的情形。

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 (including any suspension of payment).

10.3 客户承认并接受，公司就其提供本条件或公司与客户间任何合同项下的服务而开具的所有付款通知应作为客户应支付给公司款项金额的决定性证据，除非该等付款通知存在明显的错误，且客户在收到付款通知的 14 天内告知公司该等错误。如果客户未能在此期间将该等错误告知公司，则付款通知应当被视为无争议的。

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 and such error is brought to the attention of the Company within 14 days of receipt, failing which the said invoice shall be considered to be undisputed.

10.4 付款应以公司规定的方式进行，且必须由公司或公司指定的关联企业收取。向宣传其为公司代表的个人付款并不免除客户在本条件或公司与客户间任何合同项下向公司的付款义务。

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 Related Corporation as the Company may direct. Payment to an alleged 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.

10.5 除非另有相反的书面约定，公司在报价中向客户提出的合同价格不包括：

Unless the contrary is agreed in writing, contract prices in any quotation given by the Company to the Customer exclude inter alia:

(a) 邮资、复印费、电报和电话的收费、邮票；

postage, printer, telegram and telephone charges, stamps;

(b) 任何港口或地方政府机构征收的与货物相关的任何种类的关税、税金、税赋、保证金或支出；

duties, taxes, imposts, levies, deposits or outlay of any kind levied by the authorities at any port or place in connection with the goods;

(c) 领事与公证费、海关手续费；

consular and attestation fees, customs formalities;

(d) 准备货运单据和银行保函的费用；

cost of preparing shipping documents and bankers' guarantees;

(e) 运输费用；

cost of freight;

(f) 装卸、监管、称重、测量、核点、确定皮重、取样和维修的费用；

cost of stevedoring, superintending, weighing, measuring, tallying, taring, sampling and repairing;

(g) 捆扎或重新捆扎费用/包装或重新包装费用/ 运费；

bundling or rebundling, packing or repacking, carriage;

(h) 搬运重物附加费；

additional costs of handling heavy objects;

(i) 保险费；

insurance premiums;

(j) 因未赶上联运的仓储货物的仓储费、码头区费或停泊费；

warehousing charges and/or quayside/wharfage charges due to consignments missing a connection;

(k) 因船舶、货车或其它运输工具的滞留或推迟而发生的滞留费；

demurrage for detention or delay of vessels, trucks or other transport;

(l) 租用防水布、岸吊或其他设备；

hire of tarpaulins, shore cranes or other equipment;

(m) 由于在公司正式工作时间之外或周六/周日/公共假期工作的加班费；

overtime pay/cost due to working outside the Company's official working hours or on Saturdays/Sundays/public holidays;

(n) 看管人的雇佣费用；

cost of providing watchmen;

(o) 经纪费、佣金、津贴和其他酬劳；

brokerages, commissions, allowances and other remuneration;

(p) 向客户汇款、收款或代客户收汇款而产生的相关费用；

expenses incurred in connection with the remittance of monies from, to or on behalf of the Customer;

(q) 公司所遭受或遭致与此相关的任何付款、罚金、费用、损失或损害；

payments, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith;

(r) 由于特殊性质工作、要求额外时间和/或付出的特殊工作或作业而产生的额外费用；以及

additional costs due to work of a special nature, unusual jobs or work requiring additional time and/or effort; and

(s) 任何其他垫付费用。

any other out-of-pocket expenses.

10.6 上述第 10.5 条所述的所有费用应由客户承担。

All costs in Article 10.5 above are to be borne by the Customer.

10.7 公司、关联企业或分包商若代表客户支付任何款项的（例如但不限于垫付费用、进口关税、海运运费以及与额外服务相关的成本），将另行向客户开具发票，客户应当在收到发票后立即支付。

Payments by the Company, a Related Corporation or a Sub-Contractor made on behalf of the Customer, such as but not limited to disbursements, import duties, ocean freights and costs relating to additional services, will be invoiced separately and have to be paid directly by the Customer upon receipt of the invoice.

10.8 如果任何运输工具的装载或卸载时间不足，客户使用的或代表客户使用的运输工具不可用、或如果该运输工具有缺陷，即便公司已经接受了引起额外费用的海运提单和/或租船合同，客户也应赔偿公司因此遭受的所有损失和/或损害，包括但不限于运输工具的延期停泊费和等待费用、为该等不可用或有缺陷的运输工具提供其他交通工具所支出的费用，以及公司仓库租金的预期收入损失。公司有权中止服务直至从客户处收到该等款项。

In the event of the loading and/or unloading time being inadequate in respect of any Means of Transport, the non-availability of the Means of Transport used by or on behalf of the Customer or 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 demurrage and waiting times for the Means of Transport, 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 even when the Company has accepted the bill of lading and/or the charter party from which such additional costs arise. The Company is entitled to suspend its Services until such payment is received from the Customer by the Company.

10.9 当货物被接受或处理时，根据指示可向收货人或其他人收取运费、关税、收费或其他费用的，如果该等收货人或其他人未在前述款项或费用到期应付时立即支付，客户应仍负有责任予以支付。

When goods are accepted or dealt with upon instructions to collect freight, duties, taxes, 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.

10.10 外汇汇率浮动的风险应由客户承担。

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

10.11 如果客户未能在到期日或根据公司的通知按时支付任何款项，公司可全权自行决定向客户收取滞纳金，滞纳金按未付金额每月 1%的比例征收，自到期日起算直至公司收到该款项之日（包括收到款项之日），和/或公司要求支付的全部管理费用以及因此发生的全部法律费用，前述费用的金额由公司自行决定。

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 and absolute 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 require payment of all administrative charges and all related legal expenses incurred in connection therewith at such sum as determined by the Company.

10.12 如果公司允许延期付款，则公司有权根据与客户约定的任何信用额度条款收取信用额度费。

If the Company allows deferred payment, it shall be entitled to make a credit limit charge pursuant to any term credit limit agreed with the Customer.

10.13 客户应承担、支付并赔偿公司根据中国适用法律或其他管辖地域所适用的法律，就任何服务的提供、任何费用和收费或到期应付公司的任何款项而须缴纳的所有税收（包括货物和服务的税收）、关税、税赋、罚金和其他类似费用（以及任何相关的利息与罚金）（统称"税收"）。如果客户根据任何适用的法律，被要求在向公司支付的任何到期应付款中扣除或预提所征收的税收，客户应根据要求进行相应的扣除或预提，向公司支付的款项应相应增加，以确保公司收到的净收入与无扣除和预提情况下的收入相同。

The Customer shall bear, pay and indemnify the Company for all taxes (including goods and services taxes), duties, levies, fines and other similar charges (and any related interest and penalties) however designated, imposed under any applicable law in PRC and any other jurisdiction outside PRC with respect to the provision of any Services or on any fees and charges or payment due or payable to the Company (collectively, "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.

10.14 当公司认为有必要对在中国或其他地方的任何政府或监管机构征收的税收提起诉讼或采取其他法律措施时，或者如果客户要求公司提起此类诉讼或采取其他法律措施，并且公司遵循了客户的要求，由此产生的工作和成本，包括公司认为必要的法律和/或财务和/或其他建议或协助的费用（包括基于赔偿而计收的所有法律费用）应由客户承担。

When the Company deems it necessary to conduct a legal action or take other legal steps with regard to Taxes imposed by any government or regulatory authority, whether in PRC or elsewhere, or if the Customer requests the Company to conduct such legal action or implement such other legal steps and the Company complies with such a request, the resulting work and costs, including the costs of legal and/or fiscal and/or other advice or assistance deemed necessary by the Company (including all legal costs calculated on an indemnity basis) shall be for the account and risk of the Customer.

10.15 在不减损第 10.13 条的规定的前提下，如果公司担任或已经担任财务代理人，则任何性质的税收或任何赔偿均应由客户承担。客户应在公司第一次要求时即支付该笔款项，或者，公司可以选择要求客户提供银行保函，并且客户应当向公司提供银行保函用于担保客户在上述第 10.13 条和第 10.14 条项下的所有应付款项，担保金额和具体形式以公司可能的指示为准。该等银行保函应由公司选择的一级银行出具。

In the event of the Company acting or having acted as fiscal agent, all Taxes of whatever nature or indemnifications shall be for the account of the Customer, without prejudice to the provisions of Article10.13. The Customer shall pay such amounts at the Company's first demand, or, at the 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 10.13 and 10.14 above in such amount and such form as the Company may direct. Such bank guarantee shall be issued by a first-class bank of the Company's choice.

10.16 因服务而产生的任何支出和费用，客户应在任何时候（不论在履行任何服务之前、过程中还是之后，也不论公司是否占有货物）同意公司从客户处收取预付款的请求。从客户处收取的该等预付款可用于抵扣客户到期应向公司支付的任何款项。若客户在公司要求时拒绝提供该等预付款，或者客户未能履行任何其他应向公司履行的义务，公司有权拒绝、中止、中断或终止约定的服务，而无需提供任何的书面警告、违约通知和/或任何形式的赔偿，和/或不受司法干预，也无需因前述拒绝、中止、中断或终止服务而向客户承担任何责任。直至公司收到要求的预付款前，公司在任何时候均无义务代表客户进行任何付款或履行任何服务。

The Customer shall accede to the Company's request at any time (whether prior to, during or after performance of any Services and whether or not the goods are in the Company's possession) 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 or if the Customer fails to perform any other obligation it owes towards the Company, the Company shall be entitled to refuse, suspend, interrupt or terminate the Services contracted for, without providing any written warning, notice of default and/or any form of compensation and/or without judicial interposition, and without any liability to the Customer due to such refusal, suspension, interruption or termination of the Services. The Company shall at no time be under any obligation to make any payments whatsoever or to perform any Services on behalf of the Customer until it has received the required prepayments.

10.17 对公司付款通知的任何质疑不应中止客户在本条件或客户与公司之间其它合同项下向公司的付款义务。

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.

10.18 在适用法律允许的最大限度内，若发生下列情形，经公司要求，所有本条件或客户与公司之间其它合同项下由客户引发且应支付给公司的款项应立即到期应付：

To the fullest extent permitted by applicable law, 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) 客户撤销其已要求公司履行的服务的全部或任何部分；

the Customer cancels in whole or in part any of the Services it has requested the Company to perform;

(b) 客户全部或部分地停止营业活动；

the Customer ceases its activities in whole or in part;

(c) 客户全部或部分地处置或转移资产；

the Customer disposes of or transfers its assets in whole or in part;

(d) 若公司与客户间的任何合同因任何原因被终止；或

in the event any contract between the Company and the Customer is terminated for any reason; or

(e) 客户破产、进入清算程序（自愿或非自愿地，临时性或以其他方式）、与其债权人达成一般处置或安排、无力偿还债务、其资产由接管人或管理人接管、其或其资产已被指定临时清算人或出现任何对客户进行清算的

行为。

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 manager or has a provisional liquidator appointed over it or its assets, or if any action is taken to wind up the Customer.

10.19 如果发生第 10.18(e)条中任何一项情形，在适用法律允许的最大限度内，公司还应有权在不影响其索赔权利的前提下立即终止其与客户间的法律关系。

Upon the occurrence of any of the events under Article 10.18(e), to the fullest extent permitted by applicable law, 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.

10.20 客户根据本第 10 条应付的所有款项不可被客户用于抵销公司可能应向客户支付的任何款项。

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

10.21 无论客户是否作出任何相反性的指示，客户向公司支付的所有款项均被视为基于一般债务而做出。

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 11 条：担保；质权/抵押权/留置权

Article 11: Security; Pledge/Retention Right/Lien

11.1 在客户承担费用和风险的情况下，公司可以：

The Company may, at the expense and risk of the Customer:

(a) 要求客户就公司根据本条件向其提供的服务，而使客户对公司形成的欠款和可能欠款提供保证金或担保，或要求客户就任何政府部门或监管机构或第三方要求的运费、关税、税收和/或其他费用的付款向公司提供担保（公司无义务用其自己的资源提供担保，但如果公司自己提供担保，公司可(i)立即要求客户支付其提供担保的款项和/或(ii)就公司所提供的任何保证金、保证或担保向客户收取每月 1%的费用，且客户应当赔偿公司因提供该等保证金、保证或担保引起的所有后果）；和/或

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, Taxes and/or other costs as required by any government or regulatory 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 (i) demand from the Customer immediate payment of the amount for which security has been furnished and/or (ii) charge the Customer a fee of 1% per month on any such deposit, guarantee or security furnished by the Company, and the Customer shall indemnify the Company from all consequences of its providing such deposit, guarantee or security); and/or

(b) 无论是基于何种理由或作何种用途，留置公司占有或可能占有的货物、文件和款项作为客户或货物所有权人所欠款项的担保，不论是关于过去、现在或将来的欠款主张（包括所有与该等货物、文件和款项无关的索赔），直至该等款项已全额支付；或若在货物已发运的情况下，直至收到在交付日到期的所有款项；或直至提单（和所附运输单据）已签发。为此目的，公司应将任何交托货物给公司以履行任何服务的人士,视为客户交付货物并创设以公司作为质权和/或抵押权和/或留置权之权利人的代理人。

retain goods, documents and monies that the Company has or may have in its possession regardless of the grounds and its designated use, as security for all monies due and owing by the Customer or owner of the goods to the Company, whether in connection with claims owed previously, at present or in the future (including in respect of all claims which do not relate to those goods, documents or monies), 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. For this purpose, the Company shall regard anyone who entrusts goods to the Company for performing any Service as the Customer's agent for delivering those goods to, and creating a pledge and/or a right of retention and/or a lien in favour of, the Company.

11.2 如果客户未能在公司提出要求后的三十（30）日内提供第 11.1(a)条所述的担保，公司有权不经过书面通知，拒绝或中止履行本条件或公司与客户间任何协议项下的任何服务，或立即终止其与该等客户之间的任何合同而不受任何司法干预，且公司无义务支付任何形式的赔偿。直至公司收到其要求的相关款项的保证金或担保前，公司在任何时候均无义务就履行服务而代表客户进行任何付款。

In the event the Customer fails to provide the security stated in Article 11.1(a) 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 written notice, 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 for or on behalf of the Customer until it has received the required deposit or guarantee for monies.

11.3 如果客户未向公司支付根据任何合同和/或本条件提供服务而产生的任何到期未付款项，或如果货物在经通知后仍未被客户提取，公司应有权对公司存储的相关货物行使其作为质权人的权利和/或抵押权利和/或留置权，无论该等货物在世界上的任何地方。

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/or these Conditions, or if the goods remain uncollected by the Customer, despite notice being given, the Company shall further be entitled to exercise its rights as pledgee and/or right of retention and/or general right of lien over the affected goods in storage by the Company anywhere in this world.

11.4 直至已收悉客户到期未付款项，在质押/抵押/留置期间，公司有权按照行使其作为质权和/或抵押权和/或留置权之前双方约定的同一费率或终止前立即生效的费率收取仓储费。

Until the sums due and owing by the Customer have been received, during the currency of the pledge/retention right/lien, the Company is entitled to be paid storage charges at the same rate agreed prior to the exercise of the Company's rights as pledgee and/or right of retention and/or right of lien, or at the rate in force immediately prior to termination.

11.5 在行使其质权和/或抵押和/或留置权时，公司可通过公司认为合适的任何方式，包括私下协议或公开拍卖、以公司单独决定的价格出售、或以其他方式处置货物。变卖后的收益应先支付逾期款项，而后支付变卖的费用，剩下的余额向客户支付。

In exercising its rights as pledgee and/or right of retention and/or right of lien, the Company may sell or otherwise dispose of the goods in any manner the Company deems fit including by way of a private treaty or auction and at such price determined solely by the Company. The proceeds from such sale shall then be applied towards satisfaction of all the outstanding monies, followed by the costs of conducting such sale, and any balance thereafter shall be paid to the Customer.

11.6 客户同意并承认，质权/抵押权/留置权应优先于任何其他人享有的在被出售或处置货物上设立的其他担保权利。

The Customer agrees and acknowledges that the pledge/retention right/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 12 条：客户的陈述与保证；合规与制裁规则

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

12.1 客户向公司陈述与保证：

The Customer represents and warrants to the Company that:

(a) 客户不得向公司交付包含危险、有虫害、受感染、受污染或废弃品的货物，除非给予公司书面相关细节的陈述，并获得公司关于交付该等货物的书面同意；

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) 除书面指示公司包装货物的情况下，所有向公司交付的货物应已适当、安全且充分地包装和/或准备；

except where the Company is instructed in writing to pack the goods, all goods to be delivered to the Company shall have been properly, safely and sufficiently packed and/or prepared;

(c) 向公司提供的所有货物描述、价值和其他内容是准确和完整的（无论是为海关、领事和/或任何其他目的）；

all descriptions, values and other particulars of the goods furnished to the Company (whether for customs, consular and/or any other purpose) are accurate and complete;

(d) 在交付货物时没有给予公司相反规定的书面通知情况下，所有货物（包括其包装）应适当且安全地存放/包装，并适于运输和仓储；以及

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 properly and safely stowed/packed and fit to be carried and stored; and

(e) 其根据第 7.4 条提供给公司的信息是真实准确的，且直至公司不再就履行服务而要求该等信息前应持续真实准确。

the information it provides to the Company pursuant to Article 7.4 is true and accurate and shall continue to be true and accurate until such time the Company no longer requires such information for the performance of the Services.

12.2 客户作出如下陈述和保证：

The Customer represents and warrants that:

(a) 客户将遵守在其与公司订立合同之时、以及其履行合同期间、所有有效且可适用的制裁和限制，包括美国、联合国、欧盟、中国或其他有关当局的相关制裁或出口管制法规中制定的或据此制定的制裁和限制。

it will comply with all applicable sanctions and restrictions laid down in and ensuing from all relevant US, UN, EU, PRC 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) 客户不会直接或间接地向任何个人或实体支付或提供、向其承诺支付或提供、或者授权任何人向其支付或提供任何金钱或任何有价物，用于非法或不当地影响公司作出决策、或为了其获取业务或者获得客户与公司之间合同相关的任何优势；

it will not directly or indirectly pay, offer, give, promise to pay or give, or authorise 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) 其将遵守与反腐败或反贿赂有关的所有适用的国家法律，包括新加坡《防止腐败法》、英国《反贿赂法案》、美国《海外反腐败法》和经济合作与发展组织（"OECD"）的《国际商务交易活动反对行贿外国公职人员公约》以及为实施 OECD 公约而制定的相关规定。

it will comply with all applicable country laws relating to anti-corruption or anti-bribery, including the Singapore Prevention of 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.

客户将全额赔偿并使公司免受因客户违反本 12.2 条项下的陈述与保证而引起的或与之相关的任何索赔、罚金、罚款或其他损害。

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 在不减损第 56 条的前提下，如果公司有合理理由怀疑下述事项，公司有权立即终止任何其与客户间的合同：

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) 货物拟被直接或间接地交付某国，而该国根据美国、联合国、欧盟、中国或其他相关当局的法规就前述货物受到制裁，且货物没有从有权机关取得豁免或许可；或

the goods are directly or indirectly intended for any country subject to a sanction pursuant to US, UN, EU, PRC or other relevant authorities' regulations for the goods in question, without an exemption or licence having been obtained for this purpose by a competent authority; or

(b) 客户意图违反或者已经违反了第 12.2 条中提及的反腐败或反贿赂义务和/或法律。

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 公司与客户间的合同根据第 12.3 条解除后，公司在该等合同项下的任何或全部义务将随即终止。客户将全额赔偿并使公司免受因该等合同解除而引起的、或与之相关的任何索赔、罚金、罚款或其他损害。

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 13 条：赔偿

Article 13: Indemnity

13.1 客户应赔偿公司及其员工、关联企业、分包商和其他代表，直接或间接地，因如下原因或与如下原因相关而遭受和遭致的所有和任何损失、损害、支出、费用和索赔，无论任何性质，无论其如何产生的（包括以赔偿基础计算的所有法律费用），以使公司免受任何损害：

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, Related Corporations, Sub-Contractors and other representatives (including all legal costs calculated on an indemnity basis) suffered or incurred directly or indirectly from or in connection with:

(a) 提取、运输、仓储和/或交付全部或部分存在危险、有虫害、受感染或受污染的货物、废弃货物或违禁货物；或

the collection, carriage, storage and/or delivery of consignment which wholly or partly consists of dangerous, verminous, infested, contaminated or condemned or contraband goods; or

(b) 在向公司交付时未向公司告知的任何货物和/或包装的缺陷、装载不当、衬板不足、装货安全性不足和/或包装保护不足；或

any defects in the goods and/or packaging, improper stowage, deficient dunnage, inadequate load securing and/or insufficient protection during packing which have not been notified to the Company at the time of delivery to the Company; or

(c) 客户提供的文件、信息和/或指示不正确、不完整、有误导性、不清楚、不充分，或客户迟延向公司提供相关的文件和指示；或

the Customer's instructions or implementation thereof, or inaccurate, incomplete, misleading, 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) 客户或其员工、关联方、代理商、承包商或代表（包括为客户提供服务的第三方和/或代表客户开展工作的第三方）的任何作为或不作为，无论此类损失、损害、支出、费用或索赔是否是由于故意、过失、故意违约或其他原因造成的。

any act or omission of the Customer, its employees, affiliates, agents, contractors or representatives (including third parties whose services the Customer engages and/or third parties that work on behalf of the Customer), whether or not such loss, damage, cost, expense or claim was as a result of deliberate intent, negligence, wilful default or otherwise.

13.2 客户应赔偿和使公司免受所有因仓储货物自身性质或条件、公司履行服务所导致的、已经或应当向第三方（包括公司和客户的员工）支付的任何损害赔偿（包括因客户向公司提供的用于履行服务的货物造成的损害、因处理货物而造成的损害、或客户的货物造成第三方货物的损害），以及所有与前述损害相关的第三方索赔（包括基于赔偿计收的所有法律支出），除非该等损害是直接由于(a)公司自身的重大过失或(b)公司董事会或管理层的作为和不作为所直接导致的，且前述主体明知会产生该损害的情况下，(i)故意或(ii)过失地造成该等损害。尽管有前述规定，在适用法律允许的最大限度内，客户在任何时候及任何情况下应有义务赔偿并使公司免受因同一原因而引发的一项或一系列的且总金额超过十万新加坡元的第三方索赔。

The Customer shall indemnify and hold harmless the Company for all third party claims (including all legal costs calculated on an indemnity basis) relating to any damage caused or damage paid or due to third parties (including employees of both the Company and the Customer) resulting from the nature or condition of the goods stored or as a result of the Services performed by the Company (including damage caused by goods provided by the Customer to the Company for the purpose of performing the Services or as a result of handling those goods or caused by the Customer's goods to goods belonging to third parties), save where such damage is directly caused as a result of (a) gross negligence on the part of the Company or (b) an act or omission on the part of the board or management of the Company, done either (i) with the intent to cause that damage or (ii) recklessly and with the knowledge that such damage would result therefrom. Notwithstanding the foregoing, to the fullest extent permitted by applicable law, 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 S$100,000 for each occurrence or series of occurrences with the same cause.

13.3 如果公司针对第 13.2 条所述的第三方索赔进行法律辩护，或者公司认为有必要针前述索赔提起诉讼或采取任何其他法律措施，或者客户要求公司提起前述诉讼或采取法律措施且公司同意该要求的，则与之相关的一切工作和费用（包括法律和/或税收和/或公司认为必要的其他形式的建议或协助的相关费用）以及相关的风险应由客户承担。但是，客户可以在事先获得公司书面批准的情况下，聘用公司可接受的知名律师、并在支付公司在此之前已发生的法律和/或税收和/或公司认为必要的其他建议和协助的相关费用后（包括以赔偿为基础计算的所有法律费用），接管前述法律措施或法律程序。

In case the Company defends itself legally against claims of third parties as mentioned in Article 13.2, or in case the Company deems it necessary to lodge proceedings or any other legal measures regarding such claims, or in case the Customer requests the Company to lodge such proceedings or take legal measures and the Company agrees to such request, the work and costs, including costs regarding legal and/or tax and/or other forms of advice or assistance deemed necessary by the Company, will be for the risk and account of the Customer. However, the Customer is allowed to take over such legal measures or proceedings with the prior written approval of the Company, using reputable counsel acceptable to the Company and after payment of the costs incurred by the Company up to that moment regarding legal and/or tax and/or other advice and assistance deemed necessary by the Company (including all legal costs calculated on an indemnity basis).

13.4 如果客户应对第三方的损害承担赔偿责任，而客户有意向公司追索前述赔偿责任，则客户应确保公司亲自或委托代表进行有关该等损害之原因和规模的调查。客户还必须证明其在与第三方的法律关系中进行了所有应有的抗辩，以全面拒绝或限制客户的责任。除非公司明确书面同意接受应由客户承担的责任，客户不应就前述事宜与索赔的第三方达成和解。如果客户未履行任何前述义务，则在适用法律允许的最大限度内，公司将免于承担所有责任。

If the Customer is liable towards third parties for damage for which the Customer wishes to have recourse against the Company, the Customer shall enable the Company to be present or represented during the investigation into the cause and scale of such damage. The Customer must also prove that it has conducted all entitled defences in its legal relationship towards such third party in order to turn down or limit liability. Unless the Company has agreed explicitly and in writing to the acceptance of liability by the Customer, the Customer shall not come to a settlement in this respect with such third party. If the Customer fails to fulfil any of the said obligations, then to the fullest extent permitted by applicable law, the Company shall be discharged from all liability.

13.5 客户应在公司要求时向公司支付上述第 13.1 条、第 13.2 条和第 13.3 条规定的所有应付款项。公司可自行决定要求客户就上述第 13.1 条、第 13.2 条和第 13.3 条规定的所有应付款项以公司可能指定的形式和金额提供银行担保。该等银行担保应由公司选择的一级银行签发。

The Customer shall pay to the Company all sums payable under Articles 13.1, 13.2 and 13.3 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, 13.2 and 13.3 above in such amount and such form as the Company may direct. Such bank guarantee shall be issued by a first-class bank of the Company's choice.

13.6 客户应赔偿公司由于公司向仓单持有人放货或向公司表明其对货物享有所有权的任何其他人放货而引起的或与此相关的任何索赔、损失或损害和费用（包括基于赔偿计收的所有法律成本），无论是什么性质，无论是如何产生的，以使公司免受任何损害。

The Customer shall indemnify and hold harmless the Company from any claim, loss, damage and expenses (including all legal costs calculated on an indemnity basis) 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.

13.7 若公司采取针对客户的任何措施（包括启动法律程序或其他措施）以收回客户根据本条件应支付公司的任何款项，客户应赔偿公司因此而产生的全部成本和费用（包括基于赔偿计收的所有法律费用），并使公司免受任何损害。

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 takes 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.

13.8 客户应进一步赔偿公司并使公司免受下列损害：

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

(a) 因客户或其与任何服务有关的雇员、关联方、代理人、承包商或代表（包括客户委托其提供服务的第三方和/或代表客户开展工作的第三方）的任何作为或不作为导致或产生的所有和任何损失、损害、成本、费用和人身损害或死亡或货物受损索赔（包括基于赔偿计收的所有法律费用），无论该等损失、损害、成本、费用或索赔是否是出于故意、疏忽、故意违约或其他原因；和

all and any losses, damages, costs, expenses and claims (including all legal costs calculated on an indemnity basis) on account of any injury to or death of any person or damage to property caused by or resulting from any act or omission of the Customer, its employees, affiliates, agents, contractors or representatives (including third parties whose services the Customer engages and/or third parties that work on behalf of the Customer), whether or not such loss, damage, cost, expense or claim was as a result of deliberate intent, negligence, wilful default or otherwise; and

(b) 因以下任何原因（除其他事项外）所导致公司直接或间接遭受的任何罚款、罚金、没收、利息、损失、损害、成本或费用（包括但不限于实质性和非实质性损害、间接损害、由于不清关或延误清关造成的损害，以及产品侵权和/或知识产权有关的索赔）：(i)公司履行本条件项下的服务；(ii)公司履行公司与客户之间任何合同项下的义务；以及(iii)客户或其员工、关联方、代理商、承包商或代表（包括客户委托其提供服务的第三方和/或代表客户开展工作的第三方）违反其在公司与客户间任何合同项下的任何义务，或根据适用的国家和/或国际法规其应承担的义务，其中包括客户或其雇员、关联方、代理商、承包商或代表（包括客户委托其提供服务的第三方和/或代表客户工作的第三方）违反关于以下方面的法律法规：(1)物质、混合物或化学品的分类、标签、包装，(2)税收和社会保障金，(3)环境或(4)其他法律法规。

any fines, penalties, confiscation, interest, losses, damages, costs or expenses (including but not limited to material and immaterial damage, consequential damage, damage on account of non-clearance or tardy clearance of customs documents and claims due to product liability and/or intellectual property rights) suffered directly or indirectly by the Company as a result of (amongst other things) (i) its performance of the Services; (ii) the Company's performance of its obligations owed under any contract between the Company and the Customer; and (iii) the non-compliance by the Customer, its employees, affiliates, agents, contractors or representatives (including third parties whose services the Customer engages and/or third parties that work on behalf of the Customer) of any obligation it owes under any contract between the Company and the Customer or pursuant to applicable national and/or international legislation, including in connection with the failure of the Customer, its employees, affiliates, agents, contractors or representatives (including third parties whose services the Customer engages and/or third parties that work on behalf of the Customer), to comply with laws or regulations governing (1) the classification, labelling, packaging of substances, mixtures or chemicals, (2) tax and social security contributions, (3) environment or (4) other laws or regulations.

13.9 为本第 13 条之目的，"损害"应被理解包括公司有义务赔偿的对第三方造成的损害，损害还应当被理解为包括因死亡、受伤和/或任何形式的财务损失造成的损害。

For purposes of this Article 13, "damage" shall also be understood to include damage to third parties which the Company is obliged to compensate and damage shall also be understood to include damage caused by death or injury and/or any form of financial loss.

第 14 条：免责条款

Article 14: Exclusion of Liability

14.1 在适用法律允许的最大限度内，公司就任何损失、成本、费用、索赔、损害、人身伤害或死亡，无论是何种性质或如何产生的（包括但不限于货物受到的损害和/或由于货物或因处理货物而造成的损害），不向客户或通过客户提起索赔的任何其他方承担责任，无论是基于合同、或侵权（包括疏忽，或违反法定义务）或其他原因，除非客户能够证明该损害是由于(a)公司的重大疏忽或(b)公司董事会或管理层的作为或不作为所直接导致的，且前述主体(i)故意地造成该损失，或(ii) 明知该损害会产生的情况下过失地造成该等损害。如果造成损失、成本、费用、索赔、损害、人身伤害或死亡的某些因素是由于客户或其员工、关联方、代理商、承包商或代表（包括客户委托为其提供服务的第三方和/或代表客户工作的第三方）所导致或可以归因于前述人员，那么公司仅应基于相对过错承担部分责任。在任何情况下，公司的任何责任均应受限于第 14.4 条和第 15 条的规定。

To the fullest extent permitted by applicable law, 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 losses, costs, expenses, claims, damages, injury or death whatsoever and howsoever caused (including but not limited to damage to the goods and/or damage caused by the goods or the handling thereof), save where the Customer proves that the damage was directly caused as a result of (a) gross negligence on the part of the Company or (b) an act or omission on the part of the board or management of the Company, done either (i) with the intent to cause that damage or (ii) recklessly and with the knowledge that such damage would result therefrom. If some of the factors causing the loss, cost, expense, claim, damage, injury or death are caused or contributed to by the Customer, its employees, affiliates, agents, contractors or representatives (including third parties whose services the Customer engages and/or third parties that work on behalf of the Customer), the Company's liability shall be on a comparative fault basis. Any liability of the Company shall in any event be subject to Articles 14.4 and 15.

14.2 在适用法律允许的最大范围内，制定法或普通法所默示的对于公司的保证、陈述、条件以及其他条款应被排除在公司与客户缔结的任何合同之外。

All warranties, representations, conditions and other terms implied by statute or common law on the part of the Company are, to the fullest extent permitted by applicable law, excluded from any contract entered into between the Company and the Customer.

14.3 在不减损于上述第 14.1 条普遍适用的情况下，公司对以下事项不负责，无论是基于合同、侵权责任（包括疏忽，或违反法定义务）或其他原因：

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) 第三人告知公司的货物运费、关税和费用内容错误，由此产生的错误收费、付款和退款应由客户承担；

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 therefrom shall be borne by the Customer;

(b) 由于偷窃或盗窃造成的损失或损害；

any loss or damage occurring through theft or burglary;

(c) 露天存储或公司通常露天存储的货物发生的任何损失或损害；

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) 承运人拒绝签署或承认关于货物的细节（包括物品数量，测量和重量）所引起的任何后果；

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) 任何仓单、收据、交货单、确认文件或任何其他类似文件上的错误；

on account of errors in any warrants, receipts, delivery orders, confirmations or any other similar

documents;

(f) 由于中国与客户所在地区时差使客户遭受或遭致的无论任何性质和产生原因的损失、损害、支出、索赔或费用；

for any losses, 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 China and in any other part of the world where the Customer may be located;

(g) 由于货物损失、不交付或错误交付、迟延交付、不遵守或错误遵守客户指示等所引起的任何损失或损害；

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;

(h) 客户因货物的损失或损害所遭受的任何损失、损害、支出、索赔和花费，系由于客户（包括客户委托为其提供服务的第三方及该第三方的供应商）对货物的装载不当、衬板不足、装货安全性不足和/或包装保护不足造成的；以及

for any losses, damages, costs, claims and expenses howsoever incurred or sustained by the Customer where the loss or damage to the goods is due to improper stowage, deficient dunnage, inadequate load securing and/or insufficient protection during packing by the Customer, including third parties whose services the Customer engages and/or its suppliers; and

(i) 货物在公司收到之前所发生的任何损失或损害，或货物在公司保管期间由于以下原因（不论何种起因）造成的任何损失或损害：固有性质、质量或特性的变化、腐烂、干涸、化为粉末、高温、加热、溶解、沾污、渗出水分、冷凝、发酵、冻结、生锈、霉菌、发霉、湿气、灰尘、油污、染色、挥发、因与其它货物或燃料、腐败物、水、雨水或喷雾接触而发生臭味或腐坏、腐烂、气候的影响、排水、泄漏、损耗、失重、破损、破裂、弯曲、变为渣滓、收缩、钩损、鼠咬、昆虫和其它虫害、仓储货物的爆炸（无论接收仓储货物时是否附有对其危险性质的说明）、包装或粘合或覆盖物不充分、受污、受伤害、挤压或胀破未能保护仓储货物或标签、编号、地址或货物说明不准确、存在涂抹或有错误或不充分或缺漏。

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, condensation, 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.

14.4 公司不应就下述任何事项承担任何合同、侵权（包括过失或违反法定义务）或其他责任：

The Company shall not be liable whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any:

(a) 任何结果性的、特殊的、间接的、偶然的、惩罚性的或惩戒性的损害、支出、花费或损失；

consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses;

(b) 利润的损失、收入损失、数据或数据使用的损失、利益损失、效用损失、机会成本损失或业务或预期存款的损失；

loss of profits, income, revenue, data or data use, interest, utility, opportunity costs, or business or anticipated savings;

(c) 运输工具（水路或陆路）滞留的损失或速遣费损失；或

loss of demurrage of any Means of Transport (floating or rolling) or dispatch money; or

(d) 市场占有率减少的责任，无论是基于侵权、合同、或根据法律或其他原因产生的，或与根据本条件履行服务相关的责任。

loss of market, whether in tort, contract, under statute or otherwise, by reason of or in connection with any Services performed in accordance with these Conditions.

14.5 尽管有第 14.1 条的约定，在适用法律允许的最大限度内，若合同未约定由公司提供仓储工作，公司对履行任何服务时受托处理或存储的货物的损害或损失不承担任何责任。

Notwithstanding Article 14.1 and to the fullest extent permitted by applicable law, where the Company has not also been contracted to provide Warehousing Work, 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.

14.6 在不减损第 14.3 条和第 55.1 条规定的情况下：

Without prejudice to Articles 14.3 and 55.1:

(a) 因盗窃盗窃而造成损坏和/或损失，如果公司为储存地点提供了适当的围墙设施，则应认为公司已采取了足够的看护措施；以及

in the case of damage and/or loss because of theft by burglary, the Company shall be considered to have applied adequate care if it provided a proper enclosure for the storage place; and

(b) 因老鼠、昆虫或其他害虫造成的损害和/或损失的，如果公司在储存地点提供了正常的害虫控制措施，则应认为公司已采取了足够的看护措施。

in the case of damage and/or loss caused by rats, mice, insects or other vermin, the Company shall be considered to have applied adequate care if it provided the normal pest control in the place of storage.

14.7 不减损上述第 9.2 条的一般性规定，公司的全部管理人员、代表和/或员工，以及公司为履行公司与客户间任何合同之目的聘用其提供服务的关联企业和/或分包商，应有权援引本第 14 条的任何条款，其中所称的公司均被应被视为指代该等公司的管理人员、代表和/或员工，和/或公司的关联企业和/或分包商。

Without derogation to the generality of Article 9.2, all officers, representatives and/or employees of the Company, and all Related Corporations and/or Sub-Contractors of the Company whose services the Company engages 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 Related Corporations and/or Sub-Contractors of the Company.

14.8 尽管有第 9.2 条、第 14.1 条和第 14.7 条的规定，在适用法律允许的最大限度内，(a)对于任何由于分包商的作为和不作为（无论是否由于重大疏忽）而产生的损害，如果前述分包商 (i)故意地造成该损失，或(ii) 明知该损害会产生的情况下过失地造成该等损害，公司不应向客户或通过客户提起索赔的任何其他方承担责任，无论是基于合同、或侵权（包括疏忽或违反法定义务）或其他原因，亦不会承担由此导致的任何政府或监管机构征收的罚款和罚金，以及(b)本条件中的任何条款，均不应被视为要求公司对任何损失、成本、费用、索赔、损害、人身伤害（无论是何性质或如何产生的）承担责任，如果前述损害是由于公司以外的任何方、关联企业或分包商的任何作为和不作为（无论是否由于重大疏忽）所导致，且前述主体(i)故意地造成该损失，或(ii) 明知该损害会产生的情况下过失地造成该等损害。

Notwithstanding Articles 9.2, 14.1 and 14.7, and to the fullest extent permitted by applicable law, (a) 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 in respect of any fines and penalties imposed by any government or regulatory authority as a result of any act or omission whatsoever of any Sub-Contractor, whether due to gross negligence, an act or omission done either (i) with the intent to cause that damage or (ii) recklessly and with the knowledge that such damage would result therefrom, or otherwise and (b) nothing in these Conditions shall be construed as imposing any liability on the Company for any loss, cost, expense, claim, damage or injury whatsoever and howsoever arising which is caused by any act or omission of any person other than the Company, a Related Corporation or a Sub-Contractor, whether due to gross negligence, an act or omission done either (i) with the intent to cause that damage or (ii) recklessly and with the knowledge that such damage would result therefrom, or otherwise.

第 15 条：责任限额

Article 15: Limitation of Liability

15.1 受限于上述第 14 条和下述第 15.2 条，无论是基于合同、侵权（包括疏忽或违反法定义务）或其他原因，就公司在履行其本条件项下的义务和责任时因其任何违反、未履行对客户的义务或违约而导致或产生的任何与全部损失、成本、费用、索赔、损害、人身伤害或死亡（无论是何性质或如何产生的），对于因每一相同原因引起的一项或一系列索赔，公司向客户承担的责任在任何情形下最多不超过十万（100,000）新加坡元。

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 loss, cost, 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 S$100,000 for each occurrence or series of occurrences with the same cause.

15.2 尽管有第 15.1 条之规定，对公司在履行其对客户的责任或义务时违反、未履行对客户的义务或违约而给客户所造成的损失、成本、费用、索赔（包括任何第三方索赔）、损害、人身伤害或死亡（无论是何性质或如何产生的），无论基于合同、侵权（包括疏忽或违反法定义务）或其他原因，公司对客户承担的责任如下:

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 (including any third party 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) 在进行运输工作时，如果全部或部分运输货物遭受损失或损害，则可从公司获得的赔偿总额应按每公斤受损害或损失货物（毛重）最多赔偿七点八（7.80）新加坡元计算，同时受限于公司的最大责任即公司对每批货物的最高赔偿额为七千八百（7,800）新加坡元或公司占有该批货物时的净价值，以较低者为准；

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 S$7.80 per kilogram damaged or lost gross weight, subject always to the maximum liability of the Company in this regard being S$7,800 per consignment or the net value of the consignment at the time the Company took possession of the same, whichever is lower;

(b) 在进行仓储工作和与仓单有关的工作时，如果全部或部分运输货物受损失或损害，则可获得的赔偿总额应限于按每公斤受损害或损失货物（毛重）最多赔偿五（5）新加坡元计算，同时受限于公司的最大责任即公司对每批货物因每一相同原因引起的一项事故或一系列事故的最大赔偿额为十万（100,000）新加坡元或公司占有该批货物时的净价值，以较低者为准；

where in performing Warehousing Work and in relation to Warrants, 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 S$5.00 per kilogram damaged or lost gross weight, subject always to the maximum liability of the Company in this regard being S$100,000 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) 在进行航运经纪工作时，可从公司获得的损失和损害赔偿总额不应超过公司有权因航运经纪活动取得的报酬总额；和

where 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 shipbroking activities; and

(d) 在进行装卸工作时：

where in performing Stevedoring Work:

(i) 如果全部或部分货物受损，则可获得的赔偿总额应限于按每公斤受损害或损失货物（毛重）最多赔偿五点八五（5.85）新加坡元计算，同时受限于公司的最大责任即公司对每批货物因每一相同原因引起的一项事故或一系列事故的最大赔偿额为一千七百（1,700）新加坡元或公司占有该批货物时的净价值，以较低者为准；以及

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 S$5.85 per kilogram damaged or lost gross weight, subject always to the

maximum liability of the Company in this regard being S$1,700 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) 若任何人受伤害或死亡，则可获得的赔偿总额应限于因每一相同原因引起的一项事故或一系列事故五十万（500,000）新加坡元。

injury or the death of any person is caused, the aggregate amount of total damages recoverable shall be limited to a sum S$500,000 per event or series of events resulting from one and the same cause.

15.3 为免生疑义，如客户货物全部或部分受损失或损害，则可获得的赔偿额为分别根据上述第 15.2(a)、15.2(b)、15.2(c)和 15.2(d)条计算的金额乘以一定的比例，该比例值为受损部分货物的实际价值除以整批货物的实际价值。

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 为本第 15 条之目的，公司仅可被要求参照客户提交的库存清单，并且公司已明确承认收悉该清单并确认其内容。公司对未包括在该等清单内的任何财产不承担责任。

For purposes of this Article 15, 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 为本第 15 条之目的，存储在公司的任何货物的数量应根据公司标准的操作以公吨测重。

For purposes of this Article 15, 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.

15.5A 为本第 15 条之目的，"损害"应被理解包括公司有义务赔偿的对第三方造成的损害，损害还应当被理解为包括因死亡、受伤和/或任何形式的财务损失造成的损害。

For purposes of this Article 15, "damage" shall also be understood to include damage to third parties which the Company is obliged to compensate and damage shall also be understood to include damage caused by death or injury and/or any form of financial loss.

15.6 如果构成货物组成部分的一件或多件物品（例如家庭用品）遭受损害，其他部分或未受损害物品的贬值不应考虑在内。

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 公司应有权要求提供遗失、未准确交付或受损的货物或其任何部分价值的证明材料。

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 根据第 15.2 条计算的赔偿是客户就其所遭受的任何损失、损害或费用而针对公司唯一和排他的救济。

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 不减损上述第 9.2 条的一般性规定，公司的全部管理人员、代表和/或员工，和公司为履行公司与客户间任何合同之目的聘用其提供服务的所有关联企业和/或分包商应有权援引本第 15 条的任何条款，其中所称的公司均应被视为指代公司的管理人员、代表和/或员工和/或公司的关联企业和/或分包商。

Without derogation to the generality of Article 9.2, all officers, representatives and/or employees of the Company, and all Related Corporations and/or Sub-Contractors 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 Related Corporations and/or Sub- Contractors of the

Company.

第二章 运输工作条件

CHAPTER II – FORWARDING WORK CONDITIONS

第 16 条：范围

Article 16: Scope

16.1 交付给公司占有的所有货物可在公司全权自行决定的任何地方进行仓储或存储。客户可以遵守仓库所有人或仓库运营方规定的额外条款和条件，以及仓库所在地的任何其他适用的法律和法规。

All goods delivered into the possession of the Company may be warehoused or otherwise held at any place or places at the sole and absolute 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 公司将根据客户的具体指示且在所有相关费用获得补偿的基础上进行所有操作，例如监管、取样、确定皮重、核点、称重、测量和在司法调查下接收货物。

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 如果公司为货物提供运输服务，公司将依据本条件提供该等服务，且公司不作为普通承运人。

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.

16.3A 当且仅当公司在为客户履行运输工作，且公司处理的货物部分或者全部受任何进口或出口法规约束（不论是在中国或者其他地点）时，公司仅在不被视为进出口商的情况下履行该运输工作，同时客户应提供所有必要的协助，使公司能够向主管机关证明其并非货物的进口商或者出口商。

If and to the extent that the Company in the course of performing Forwarding Work for the Customer, deals with goods that are, in whole or in part, subject to any import or export regulations (whether in PRC or elsewhere), the Company will perform such Forwarding Work only on the condition that it shall not be regarded as the importer or exporter thereof, and the Customer shall render all required assistance to enable the Company to substantiate to the authorities that the Company is not the importer or exporter of the goods.

16.4 在向客户提供或执行任何服务时，公司不应被视为专家。公司在任何时候不承担对货物的状态、性质或质量发出任何通知的责任。

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.

16.4A 公司有权以任何理由拒绝向任何目的地交付公司已经获得、或将要获得的另一方与运输工作有关的货物、文件和款项。

The Company has the right to refuse the delivery of goods, documents and monies that the Company has or will obtain in connection with the Forwarding Work, for whatever reason and with whatever destination, in respect of another party.

16.5 客户应承担公司为执行关于货物的所有服务、操作和活动的费用和风险。

All services, operations and activities undertaken by the Company in respect of the goods shall be at the Customer's expense and risk.

第 17 条：与货物相关的文件

Article 17: Documents Relating to Goods

17.1 客户应确保将货物收取、派送所要求的文件和指示在相关货物交付给公司之日或之前提供给公司。

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 公司可根据客户的要求签发收据，以确认公司持有关于货物的特定权属文件。但是，该等收据并非是可让与或可转让票据，且不应视作是公司对于持有确认中所指的货物处于公司控制或持有之下的确认。

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 or 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 为公司进行运输工作之目的，客户特此任命并授权公司代表客户进行或从事下列事项：

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) 从事或任命代理人从事为在仓储设施储存或放货而遵守海关手续所需的全部程序；和

undertake, or appoint an agent to undertake, all the procedures required for compliance with customs formalities for the storage and/or release of goods at the Warehouse Facilities; and

(b) 作为办理手续的代理人收取、持有并发放所有与运输工作相关的文件。

act as the handling agent to receive, hold and release all documentation relating to the Forwarding Work.

第 18 条：关于运输工作和货物描述的一般条款

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

18.1 客户保证并陈述(a)其提供给公司的信息和文件真实准确，且直至公司不再就履行运输工作而要求该等信息或文件前持续真实准确，和(b)所有向公司提供的指示和货物符合适用法律。如果公司有理由怀疑客户未遵守本条款，公司有权终止并不执行客户的指示而无需向客户支付任何补偿或损害赔偿，不论该终止是否在某一补充协议和/或授权书中有规定。

The Customer warrants and represents that (a) the information and documents it provides to the Company are true and accurate and shall continue to be true and accurate until such time as the Company no longer requires such information or documents for the performance of the Forwarding Work and (b) all instructions and goods that are provided to the Company comply with applicable law. If the Company has reason to suspect that the Customer has not complied with this Article, the Company is entitled to terminate and not to carry out the Customer's instructions, whether or not such termination is set out in an additional agreement and/or authorisation, without any obligation to pay any compensation or damages to the Customer.

18.2 公司不对停泊地和停放地的可用性和履行运输工作的时间做任何陈述或保证。

The Company makes no representation or warranty as to the availability of berths and parking places and the time of performance of the Forwarding Work.

18.3 客户应确保为办理相关海关、领事手续和其他目的而向公司提供的关于货物的所有描述、价值和其他内容的准确性和完整性。

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 客户有义务将处于良好状态且以适当和安全的包装方式充分包装的货物在约定的地点、约定的时间以约定的方式交付给公司。

The Customer is obliged to deliver the goods to the Company in good condition, adequately packed with suitable and secured packaging to the agreed location, at the agreed time and in the manner agreed.

18.5 除非客户另有特定的书面指示，公司无义务检查所有货物是否与样品一致，或检查其处理的该货物与客户提供的

描述一致；或为任何法律、惯例或合同之目的就货物交付的性质/价值/目的作出任何声明。

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 regard to the nature/value/purpose of delivery of the goods.

18.6 受限于上述第 18.5 条的规定，公司有权但无义务，在货物交付至公司时以及在货物存储于公司期间的任何时候检查货物内容。

Subject always to Article 18.5 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.

18.7 若承运人拒绝承认由公司作为其部分服务所运输的货物的数量或重量，公司不就任何损失或损害对客户承担责任，无论该等损失或损害是如何产生的。

The Company shall not be liable to the Customer for any losses or damages, howsoever arising, in the event the carriers refuse to acknowledge the number or weight of the goods that are forwarded by the Company as part of its Services.

第 19 条：易腐烂货物

Article 19: Perishable Goods

19.1 公司有权全权自行决定且无需向客户发出进一步通知，出售或处置在抵达时未立即提取的、未充分处理或标记的或其他不可辨认的所有易腐烂货物。公司发生或支出的与该等变卖或处理有关的所有花费和费用应由客户承担。

The Company shall be entitled, at its sole and absolute 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 公司可全权自行决定，向客户支付扣除所有逾期费用、收费和开支后该变卖或处理后的净收益（如有），该等支付相当于货物的交付。

Payment or tender, at the Company's sole and absolute 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 条：非易腐烂的货物

Article 20: Non-perishable Goods

20.1 如果非易腐货物因其未充分正确注明地址或因收货人不接收或其它原因，公司认为无法交付，则在向客户发出书面通知的十四（14）天后，且客户未能提供公司可接受的必要指示，则公司有权全权自行决定且无须进一步通知而出售或处置该等非易腐货物。

Upon the expiry of 14 days' notice in writing to the Customer and the Customer failing to provide the necessary instructions acceptable to the Company, the Company shall be entitled, at its sole and absolute 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 公司可全权自行决定，向客户支付扣除所有逾期费用、收费和开支后该变卖或处理后的净收益（如有），该等支付相当于货物的交付。

Payment or tender, at the Company's sole and absolute 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 21 条：危险货物

Article 21: Dangerous Goods

21.1 除事先有书面特殊安排外，公司不接受或处理任何有毒、危险、有害、易燃或易爆货物，或可能产生危险的任何货物（“危险货物”）。“可能产生危险的货物”包括可能寄生或滋养害虫或其它有害物的货物。

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 如果公司事先同意根据本条件接收任何危险货物，客户应确保该危险货物附有一份危险货物性质和内容的详细说明，且客户应按照在相关管辖地内届时有效的可适用的法律和法规适当且安全地包装该危险货物，包括在危险货物的包装上以清晰和耐久的标志标明其内装货物为危险货物。

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 are properly and safely packed and labelled 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 尽管公司可能已根据双方之前同意的书面安排而接收危险货物，客户同意公司可全权自行决定，并以公司认为适合的任何方式销毁或以其他方式处理危险货物，且由此产生的对其他货物、财产、生命或健康产生的风险和费用应由客户承担。

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 and absolute discretion and in any way deemed fit by the Company and at the Customer’s risk and expense, on account of risk to other goods, property, life or health.

21.4 除双方之前书面同意的特殊安排外，如果客户向公司交付任何危险货物，或导致公司处理该等危险货物，公司可全权自行决定，并以公司认为适合的任何方式在任何时间移出、销毁、无害化处理或以其他方式处理该等危险货物，由此产生的风险和费用由客户承担，且由该货物产生的，针对该货物的，与该货物相关的无论任何形式和性质的所有损失或损害应由客户承担，包括给公司负有赔偿义务的第三方造成的损失或损害，因死亡或人身伤害造成的损失或损害，和/或任何形式的经济损失。客户应赔偿公司因此产生或遭受的所有和任何罚金、处罚、责任、索赔、损害、费用（包括以赔偿基础计算的所有法律费用）或支出，无论任何性质，无论其如何产生的，以使公司免受任何损害。

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, such goods may at any time be removed, destroyed, rendered harmless or otherwise dealt with by the Company, at its sole and absolute discretion and in any way deemed fit by the Company and at the Customer’s risk and expense and 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, loss or damage caused by death or injury and/or any form of financial loss. The Customer shall indemnify the Company against all fines, 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 如果在履行运输工作中公司处理的货物根据内河航道、陆运、海运或以其他运输工具运输危险物质的相关法规被认为是危险的，处理货物将受相关管辖地所适用的法律和法规管辖。

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, by sea or by other Means of Transport, such handling of the goods shall be governed in accordance with such laws and regulations applicable in the relevant jurisdiction(s)

21.6 如果要求公司采取安全措施处理危险货物，则公司与客户之间关于存储危险货物的协议应从公司开始采取此类安全措施之日起立即停止适用。但是，如果公司和客户已书面同意将危险品运送到指定的处置地点，则有关存储危险货物的协议应在危险货物被运送至指定的处置地点时终止。

If the Company is required to undertake safety measures to deal with the Dangerous Goods, the agreement between the Company and the Customer for the storage of the Dangerous Goods shall cease to apply with immediate effect from the time the Company commences such safety measures. However, if the Company and the Customer have agreed in writing that the Dangerous Goods are to be delivered to a designated disposal

site, the agreement for the storage of the Dangerous Goods shall terminate upon completion of their delivery to the designated disposal site.

第 22 条：贵重货物

Article 22: Precious Goods

22.1 除双方事先书面同意的特别安排外，公司不接受或处理黄金、货币、宝石、珠宝、贵重物品、古董、字画、动物或植物。

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 除双方之前书面同意的特别安排外，如果客户向公司交付任何贵重货物、或导致公司处理贵重货物，公司对该等贵重货物的任何损失、损害或索赔不承担责任。

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.

第三章：仓储工作条件

CHAPTER III – WAREHOUSING WORK CONDITIONS

第 24 条：交付和接收

Article 24: Delivery and Receipt

24.1 货物的交付和接收应当自货物实际交付至公司事先决定的仓储地点，并在公司以书面方式接受时生效。若客户指令公司接收货物但货物因任何原因未能抵达，客户承诺向公司支付其根据客户的指令采取措施而发生的所有支出和费用作为补偿。

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 in taking steps in accordance with the Customer's instructions.

24.1A 客户向公司保证，所有交付给公司的货物(a)均不是危险货物，(b)处于安全良好状态（包括用于包装这些货物的集装箱），(c)已以适当和安全的包装方式充分包装，且(d)适合运输与储存。

The Customer warrants to the Company that all goods delivered to the Company (a) are not Dangerous Goods, (b) are in safe and good condition (including the containers used to pack those goods), (c) are adequately packed with appropriate and secured packaging and (d) fit to be carried and stored .

24.2 所有货物应在公司正式工作时间内，即周一至周五上午九点至下午四点间（北京时间）向仓储地交付或从仓储地提取，正式工作时间不包含午餐时间、茶歇时间和公共假日。即使客户要求在前述工作时间外执行工作，公司保留全权自行决定是否接受该等指示的权利。如果公司同意接受该指示，客户应承担由此产生的任何额外支出和费用。

All goods shall be delivered to and collected from the place of storage during the Company's official working hours between 09:00 hours and 16:00 hours (Beijing Time) Mondays to Fridays, excluding lunch and coffee break and public holidays. Even if the Customer requires work to be executed outside the stated working hours, the Company retains the sole and absolute discretion whether or not to accept such instruction, and if it does, any extra charges incurred thereby shall be borne by the Customer.

24.3 在收到客户的货物后，公司可根据客户的要求向其签发仓库收据。

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 在签发仓库收据的情况下，公司有权拒绝放行存储在公司的任何货物，除非且直到公司从在仓库收据上署名方处收到原始仓库收据。

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 如果客户指示公司存储特定数量的货物、或在特定时间向公司交付货物、或以特定数量交付货物、或在特定时间提取货物，但客户未能按照特定要求交付或提取货物的，客户应承担由于公司为执行该等特定订单而购买和/或安排的劳动力和设备而产生的所有支出和费用（无论是否已全部投入使用）。

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 are to 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 25 条：一般条款和货物描述

Article 25: General Provisions and Description of Goods

25.1 公司不对停泊地和停放地的可用性和进行本章项下的仓储工作的时间做任何陈述或保证。

The Company makes no representation or warranty as regards the availability of berths and parking places and the time of execution of the Warehousing Work under this Chapter.

25.2 公司有权完全依赖客户提供的关于货物的详细说明（例如：内容、测量方法、性质、质量、重量、数量、序列号、标记和价值），即使在公司任何关联企业或代理人或雇员在场的情况下已对货物进行计数、称重或测量，或即使公司可能已知晓货物的性质、质量或其他内容。公司对其保管下的货物的描述和/或名称与其实际性质、状况、重量、体积和/或任何其他详细信息之间的任何差异不承担责任。

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 Related Corporations or agents or servants and even if the Company may have known the nature, quality or other particulars thereof. The Company shall never be liable for differences between the description and/or designation of the goods taken into custody and their actual nature, condition, weight, volume and/or any other particulars thereof.

25.3 仓库收据、仓单、交货单、交货单和/或放货单据或确认文件上所载明的货物描述和/或规格及其具体细节系基于客户提供的描述说明，公司签发任何该类文件不意味着确认描述是正确的或承认其描述货物或内容的存在、良好状态和条件，除非适用法律另有规定或公司另行作出特定书面确认。

The description and/or specification of the goods and the particulars thereof as stated on a Warehouse Receipt, Warrant, delivery order, delivery note and/or release or confirmation document 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.

25.4 公司签发的任何文件上（包括仓储仓单、仓库收据、交货单和/或任何放货单据或确认文件）记载的有关任何货物描述和/或规格及其内容的"据称包含"条款应指该等货物描述、规格和/或内容系由客户所陈述和提供，且客户进一步同意，公司不对该等货物描述、规格和/或内容之真实性或准确性做出陈述或保证。

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 orders, delivery notes and/or any release or confirmation documents) 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.

第 25A 条：工作的执行

Article 25A: Execution of Work

25A.1 对于客户所要求的工作的执行，例如取样、处理、服务、重新包装、重新堆放、抽样、称重以及交付等，在公司以适当费用保管货物的情形下，应委托公司按照适当条件予以执行。

The execution of the work required by the Customer, such as sampling, handling, servicing, repacking, restacking, lotting, weighing, etc., as well as delivery, shall be entrusted to the Company having the goods in custody at the appropriate fees and on the appropriate conditions.

25A.2 对于任何公司不愿意执行的工作，可在公司同意后由客户或者由其他方代表客户执行该等工作，但前提是前述工作应根据公司制定的条件并在公司的监督下被执行、且相关的费用均应被支付，在此情形下公司不承担任何责任。

Any work the Company does not wish to undertake may, with the Company's consent, be carried out by or on behalf of the Customer, subject to the conditions laid down by the Company, under the supervision of the Company and against payment of the costs involved, however without any liability to the Company.

第 26 条：货物的条件

Article 26: Condition of Goods

26.1 客户应将货物（包括用于包装这些货物的集装箱）在其良好状态下交付给公司，若货物有包装，必须以适当和安全的包装方式充分包装。公司无义务但可以全权自行决定选择履行任何与货物性质和状况有关的检查和核实。

The Customer shall deliver the goods to the Company (including the containers used to pack those goods) in good condition, and if packed, are adequately packed with appropriate and secured packaging. The Company shall not be obliged to, but may in its sole and absolute discretion opt to, perform any check or verification whatsoever relating to the nature and condition of the goods.

26.2 如果任何向公司交付的货物有损坏或缺陷，且在该损坏或缺陷在到货时是显而易见的或公司有任何理由相信任何货物有损坏或缺陷，不论在货物交付至公司时或在货物存储于公司期间，在由客户承担风险和费用的情况下，公司有权但无义务保护客户在货物上的利益免受任何第三人损害，并安排提供证明货物状态的证据。然而，对于公司采取前述行动有关的事宜，客户无任何权力过问。公司应在可行的情况下尽早通知客户已采取的行动，但是，未通知客户并不导致客户获得向公司请求赔偿的权利。

If any goods are delivered to the Company in an outwardly visible damaged or defective condition or if the Company has any reason to believe that any goods are damaged or defective, whether at the time of delivery of the goods to the Company or at the time goods are stored with the Company, the Company shall be entitled, but not obliged to, protect the Customer's interests in the goods against any third party 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, as soon as practicable, 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.

26.3 公司对因为下述事件所导致或引起的货物损害不承担责任：(i) 在货物到达公司同意或选择的地点之前，或在货物于前述地点准备卸货之前发生或开始的事件，前述地点是公司（或代表公司）根据其所签署的合同之条件存储货物的地点，或 (ii) 从公司同意或选择的仓储地点移出货物后发生或开始的事件。对于以集装箱运输货物的情况，“准备卸货”是指集装箱在各个方面完全符合现行安全规定和法律可以被安全进入的时刻。“移出”是指在特定运输工具上或其中开始装载货物的时刻，运输工具包括集装箱。

The Company is not liable for damage to goods caused by or resulting from an event that (i) took place or commenced prior to arrival and readiness for discharge of the goods at the location agreed with or chosen by the Company, at which location they will be stored by or on behalf of the Company pursuant to the conditions of a contract entered into with the Company, or (ii) after removal of these goods from the place of storage agreed with or chosen by the Company. In case of goods carried in containers, "ready for discharge" means the moment at which the container(s), in all aspects and in full compliance with the safety regulations and laws in force, can safely be entered. "Removal" means the moment of commencement of loading of the goods on or in a specific Means of Transport, including containers.

第 27 条：称重/测量

Article 27: Weighing/Measuring

27.1 如果没有关于包装或存储或保管方式的具体指示，公司无义务对收到的货物称重或测量，也无义务履行任何其他关于货物性质和状况的研究，包括其自然含水量的研究，但是如果经任何政府监管部门或第三方要求，公司可自行决定对货物进行称重和测量，如果发现重量或测量结果与客户或为客户和/或代表客户行事的任何方提供的描述不一致，由此产生的称重和/或测量支出应由客户承担。

The Company shall not be obliged to weigh or measure the goods received by it if no specific instructions to that effect are given, in respect of the manner of packing or storage or storing, neither shall the Company be obliged to perform any other research regarding the nature and condition of the goods, including research into their natural moisture content, provided however that the Company shall have the liberty of weighing and measuring the goods if it is so required by any regulatory authority or third party and if the Company then discovers that the weight or measurement differs from the descriptions provided by the Customer or any party acting for and/or on behalf of the Customer, the cost of weighing and/or measuring involved shall be borne by the Customer.

27.2 如果公司根据客户的指示对货物进行了称重和/或测量，公司仅负责对所测得的重量和/或尺寸进行确认。

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 公司仅在客户的要求下打开包装以查验货物内容，但如果公司怀疑货物内容描述错误，公司保留进行相关查验的权利但并无查验义务。经查验，如果货物内容与客户或为客户和/或代表客户行事的任何方提供的描述不一致，由此产生的查验费用应由客户承担。

The Company shall only be obliged to open packages for examination of their contents at the Customer's request, but the Company reserves the right, but shall not be obliged, to make such examination if it suspects that the contents have been wrongly described. If the examination reveals that the contents differ from those stated or given by any party acting for and/or on behalf of the Customer, the cost of the examination shall be borne by the Customer.

第 28 条：仓储地和进入

Article 28: Place of Storage & Access

28.1 除非另有约定，公司可自行决定存储货物的地点，且在任何时候有权将货物转移至其他仓储地点。如果出于维护货物的利益、由于法律或者任何政府或者监管部门的指示，或由于公司不可控制的情形对货物进行转移，因该等转移而发生的支出（包括任何为此支出的保险）和运输风险由客户承担。

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, due to law or instructions of any government or regulatory authority, or due to circumstances beyond the Company's control, the cost of such transfer (including any insurance therefor) and the risk of transport shall be borne by the Customer.

28.2 如果货物被转移到其他存储地点，公司应告知客户，但未告知并不赋予客户向公司主张索赔的权利。

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 公司应当给予客户和/或客户授权的任何人进入货物仓储地点的权利，但应遵守以下规定并办理相关政府机构和部门要求的任何其他手续：

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) 进入仓储地点的所有人应遵守公司、港口政府部门和/或自由区政府部门的规章；

all persons visiting the place of storage must comply with the regulations of the Company, port authority and/or free zone authority;

(b) 仅能在正式工作时间内且须在公司或关联企业的雇员或指定代理的陪同下进入仓储地点；以及

access is only provided during official working hours and with attendance by an employee or designated agent of the Company or a Related Corporation; and

(c) 客户应承担与访问/进入仓储地点相关的公司发生的任何和全部费用，以及对客户或其代表直接或间接所造成的任何损害负责。

the Customer shall be liable for any and all costs of attendance incurred by the Company in relation to such access/visit and for any damage caused directly or indirectly by the Customer or its representatives.

第 29 条：指示的最后时间

Article 29: Latest Time for Instructions

29.1 除非双方另有约定、或除非因特殊情形被阻碍，公司应在不晚于收到指令或必要文件（提单和交货单）后下一个工作日（如果可能）开始执行所接受的存储或交付货物的指令。如果在任何工作日（周一至周五）下午三点（北京时间）以后收到执行指令必要的指示和文件，则该等文件应被视作是下一个工作日才收到。

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 15:00 hours (Beijing time) on any working day (between Mondays to Fridays only), the next working day shall count as the day of receipt.

第 30 条：危险货物

Article 30: Dangerous Goods

30.1 除事先书面作出特殊安排外，公司不接受或处理任何危险货物（定义见第 21.1 条）。

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 如果公司事先同意根据本条件接受任何危险货物，客户应确保该危险货物附有一份危险货物性质和内容的详细说明，且客户应按照在相关管辖地域内届时有效的可适用的法律和法规适当且安全地包装该等危险货物，包括在危险货物的包装上以清晰和耐久的标志标明其内装货物为危险货物。

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 labelled 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 尽管公司可能已根据双方之前同意的书面安排而接收危险货物，客户同意公司可全权自行决定，并以公司认为适合的任何方式销毁或以其他方式处理危险货物，且由此产生的对其他货物、财产、生命或健康产生的风险和费用由客户承担。

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 and absolute discretion and in any way deemed fit by the Company and at the Customer's risk and expense, on account of risk to other goods, property, life or health.

30.4 除双方事先书面同意的特殊安排外，如果客户向公司交付任何危险货物、或导致公司处理危险货物，公司可全权自行决定，并以公司认为适合的任何方式在任何时间移出、销毁、无害化处理或以其他方式处理该等危险货物，由此产生的风险和费用由客户承担，且由该货物产生的、针对该货物的、与该货物相关的无论任何形式和性质的所有损失或损害应由客户承担，包括给公司负有赔偿义务的第三方造成的损失或损害、因死亡、人身伤害造成的损害和/或任何形式的经济损失。客户应赔偿公司因此产生或遭受的所有和任何罚金、处罚、索赔、损害、费用（包括以赔偿基础计算的所有法律费用）或支出，无论任何性质，无论其如何产生的，以使公司免受任何损害。

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, such

goods may at any time be removed, destroyed, rendered harmless or otherwise dealt with by the Company, at its sole and absolute discretion and in any way deemed fit by the Company and at the Customer's risk and expense and 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, loss or damage caused by death, injury and/or any form of financial loss. The Customer shall further indemnify the Company against all fines, penalties, claims, damages, costs (including all legal costs calculated on an indemnity basis) and expenses whatsoever and howsoever arising in connection therewith.

30.5 如果在履行仓储服务工作中公司处理的货物根据内河航道、陆运、海运或以其他运输工具运输危险物质的相关规定被认为是危险的，处理该货物应受相关管辖地所适用的法律和法规管辖。

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, by sea or other Means of Transport, such handling of the goods shall be governed in accordance with such laws and regulations applicable in the relevant jurisdiction(s).

30.6 如果要求公司采取安全措施处理危险货物，则公司与客户之间关于存储危险货物的协议应从公司开始采取此类安全措施之日起立即停止适用。但是，如果公司和客户已书面同意将危险货物运送到指定的处置地点，则关于存储危险货物的协议应在危险货物被运送到指定的处置地点时终止。这些与危险货物有关的条款不得减损本条件第 35 条的规定。

If the Company is required to carry out safety measures to deal with Dangerous Goods, the agreement between the Company and the Customer for the storage of the Dangerous Goods shall cease to apply with immediate effect from the time the Company commences such safety measures. However, if the Company and the Customer have agreed in writing that the Dangerous Goods are to be delivered to a designated disposal site, the agreement for the storage of the Dangerous Goods shall terminate upon completion of their delivery to the designated disposal site. These provisions relating to dangerous goods shall not prejudice Article 35 of these Conditions.

第 31 条：易腐烂货物

Article 31: Perishable Goods

31.1 除事先书面作出特殊安排外，公司不接受或处理任何易腐烂货物。

Except under special arrangements previously made in writing, the Company shall not accept or deal with any perishable goods.

31.2 除双方事先书面做出的安排外，如果客户向公司交付任何易腐烂货物、或导致公司处理该等易腐烂货物，公司有权全权自行决定，且无需向客户发出进一步的通知，出售或处置所有该等易腐烂货物。公司因变卖或处理该等易腐烂货物所发生所有支出和费用应由客户承担。

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 the parties in writing, the Company shall be entitled, at its sole and absolute 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 公司可全权自行决定，向客户支付扣除所有逾期费用、收费和开支后该变卖或处理后的净收益（如有），该等支付相当于货物的交付。

Payment or tender, at the Company's sole and absolute 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 32 条：贵重货物

Article 32: Precious Goods

32.1 除双方事先书面同意的特别安排外，公司不接受或处理黄金、货币、宝石、珠宝、贵重物品、古董、字画、动物或植物。

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 除双方事先书面同意的特别安排外，如果客户向公司交付任何贵重货物、或导致公司处理贵重货物，公司对有关该等贵重货物的任何损失、损害或索赔不承担责任。

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 33 条：保险

Article 33: Insurance

33.1 如果公司明确书面同意以客户为受益人购买保险且公司已交付部分货物，客户必须告知公司其希望对剩余货物投保的价值。在客户未就此进行申报的情况下，公司有权自行依据货物数量、重量、尺寸和/或包装的内容减少而按比例的降低保险价值。

If the Company has expressly agreed in writing to effect insurance for account of the Customer and when partial delivery of the goods has been made by the Company, the Customer must inform the Company of the value for which it wishes the remainder of the goods to be insured. In the absence of such a declaration, the Company shall have the right to reduce the insurance value at its own discretion, in proportion to the decrease in number, weight, measure or contents of the goods.

第 34 条：货物的移出

Article 34: Removal of Goods

34.1 在公司从客户处收到所有到期应付款项后，公司应允许向客户或其代理人放行存储在公司的货物，客户应承担由此产生的相关的费用。

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 公司仅在如下情况下，受客户与任何第三方关于存储在公司任何货物达成的让与或转让的约束：

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 if:

(a) 公司就该等所有权的让与或转让或过渡已事先收到书面通知，且公司已从客户处收取到期应付款项；以及

the Company has received in full all monies due and owing to it and prior written notice of the assignment or transfer or transition of ownership; and

(b) 客户促使第三方与公司签署关于存储在公司货物的新合同，直至根据本条件向该第三方交付货物。在新合同生效时，公司与客户间关于全部或部分已转让的货物的现行合同应立即终止。

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.

34.2A 如果公司认为任何关于货物所有权或货物放行权的转让、转移或让渡的法定权利存在瑕疵，或者新的货主声称未与公司签订新合同或尚未接受本条件（或不受其约束），公司无需对货物所有权的转让、转移或让渡或对放货的权利予以确认，并应有权撤回先前作出的确认，并且公司可以进一步拒绝放货。

The Company is not required to recognise the assignment, transfer or transition of ownership or the right to release the goods, and shall even have the right to revoke a previous recognition made, and may furthermore refuse to release the goods, if in the Company's opinion there are flaws in the legal title regarding any assignment, transfer or transition of ownership of goods, or any assignment, transfer or transition of the right to release; and if the new owner(s) claim(s) not to have entered into a new contract with the

Company, or not to have accepted these Conditions (or not to be bound by them).

34.3 在仓储期到期前，如果公司认为存在有说服力的移出货物的理由，公司可在任何时候移出其收到并提供仓储服务的货物，而无需执行任何通知期限。在不减损前述条款普遍适用的情况下，以下任一情形将被视为存在有说服力的理由可移出货物：

The Company may, at any time, remove the goods received for storage prior to the expiry of the storage period, without observing any period of notice where there is a compelling reason for such removal. Without limiting the generality of the foregoing, a compelling reason for removal shall be deemed to exist:

(a) 如果客户持续不履行本条件的任一或多项条款；

if the Customer has consistently failed to comply with one or more provisions of these Conditions;

(b) 如果公司认为货物会或可能会对其他货物、仓储场所和/或设备造成损失和/或损害、或对任何人造成危险或损害或伤害；或

if the Company is of the opinion that the goods are or are likely to cause loss and/or damage to other goods, storage place and/or equipment, or danger or harm or injury to person(s); or

(c) 如果货物是易腐烂的和/或公司认为由于腐烂其内在的变化会或可能会导致货物价值的减少、和/或客户因疏忽未给予防止或处理该情形的指示。

if the goods are perishable and/or liable to inherent changes which in the Company's opinion is or is likely to cause a decrease in value of the goods due to deterioration, and/or the Customer has neglected to give instructions for preventing or coping with such situation.

34.3A 如果已经商定了固定的仓储期，除本条件中另有相反规定外，公司不能要求客户在约定的期限到期之前移出货物。如果没有约定固定的仓储期或约定的仓储期到期，则公司有权提前一个月通知客户后要求将货物移出。

If a fixed period of storage has been agreed and save for any clauses to the contrary in these Conditions, the Company cannot require the Customer to remove the goods prior to the expiration of the agreed period of time. Where no fixed period of storage has been agreed or where the agreed period of storage has expired, the Company has the right to require the goods to be removed at one month's notice.

34.4 客户仍应承担仓储的租金和全部收费（如果货物通过公司投保，则包括保险费和成本）并应当始终按整月支付租金和其他收费，不足整月的以整月计算，直至公司从仓储地放行或移出货物之日（包括该日）。如果在公司保管下的货物由于火灾或其他原因毁损，货物遭受毁损之日应视为放货之日。

The Customer shall remain liable for payment of the storage rent and all charges (including insurance premium and costs, if the goods were insured through the Company) and shall always pay such rent and charges in full months such that part of a month shall count as a full month, up to and including the date the goods are released or removed from the place of storage by the Company. If goods in the Company's custody are destroyed by fire or other causes, the date of destruction shall count as the date of release of those goods.

34.5 尽管有第 34 条之规定，如果公司全权自行认为向第三方放货可能损害公司的权益，则该公司有权拒绝向第三方放货。

Notwithstanding anything in this Article 34, the Company is entitled to withhold the release of the goods to a third party if the Company at its sole and absolute discretion considers that such release to the third party could prejudice the Company's rights or interests.

第 34A 条：公开销售

Article 34A: Public Sale

34A.1 如果在公司与客户签订的协议规定的仓储期届满时，客户未能将其委托公司仓储的货物移出，或在约定或指定的仓储期后、或于在出现上述第 34.3 条所述有说服力的理由后任何时间内未能将货物移出，在不影响上述第 11 条规定的情形下，公司有权在无须遵守任何程序的情况下以公司认为合适任何地点、方式和条件并由客户承担费用的条件下，以公开或法律允许的任何其他方式出售或委托他人出售货物，而且有权从该等出售的收益中就客户欠付公司所有款项获得补偿。

Should the Customer fail to remove the goods entrusted to the Company for storage, on expiry of the

storage period covered in the agreement between the Company and the Customer; or fail to remove the goods after the agreed or specified time for storage or at any other point of time in the case of a compelling reason as mentioned under Article 34.3 above, the Company shall have the right, without prejudice to the provisions of Article 11 above, to sell the goods entrusted to it, or to have them sold, without observance of any formalities, in the place and in the manner and on the conditions the Company may see fit, publicly or in any other manner the law may permit, at the expense of the Customer, and furthermore shall have the right to recover from such proceeds all amounts the Customer owes the Company.

34A.2 经合理尝试，但如果出售货物的成本高于收益，或无法找到买方，则公司有权移出货物、交由他人移走货物或销毁货物。客户仍应对所有应付款项承担责任，且其应付款项将基于移出和/或销毁的成本而相应增加。

If it is probable that the cost of selling the goods will be higher than the proceeds or if no buyer is found, despite a reasonable attempt to do so, the Company shall have the right to remove the goods, to have them removed or to have them destroyed. The Customer shall remain liable for all amounts due, increased by the cost of removal and/or destruction.

34A.3 在销售货物的情况下，公司应在扣除所有费用和所有客户的欠付款项后，将所得款项的余额保留 4 年供客户处置，该期间后如客户仍未主张前述余额的，该等金额应归公司所有。公司无需支付前述供客户支配的余额之利息。

In the event of sale, the Company shall hold the balance of the proceeds after having deducted all costs and all the Customer's debts, at the Customer's disposal for 4 years, after which period the balance if not claimed, accrues to the Company. The Company is not liable to pay interest over the mentioned balance held at the Customer's disposal.

第 35 条：特殊措施

Article 35: Special Measures

35.1 除非双方另有约定，公司无义务就由公司储存或代表公司储存的货物或其包装（包括集装箱）采取任何措施，除非该等措施被公司认为是储存货物的惯例。因公司根据本条规定采取任何特殊措施而产生或相关的全部费用和风险应由客户承担。

Unless otherwise agreed 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 (including containers) save for such measures which are considered by the Company 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 尽管如此，若公司认为不采取任何特殊措施将导致货物或其他货物、储存地或设备的损失和/或损害、或造成人身损害、或由于其他原因需要或有必要采取该等措施，公司应有权全权自行决定对由公司储存或代表公司储存的货物立即采取特殊措施（包括清除、移出、销毁或任何方式的无害化处理）。因公司根据本条规定采取任何特殊措施而产生或相关的全部费用和风险应由客户承担。

However, the Company shall be entitled at its sole and absolute discretion to take immediate special measures action (including clearance, removal, destruction or rendering harmless in any way) 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, or when such a measure is required or indicated for some other reason. 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 公司应就根据本条规定采取的任何特殊措施通知其最后所知的客户，但未能通知的，不会赋予后者任何向公司索赔的权利。

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.

第四章：仓单条款

CHAPTER IV – WARRANT PROVISIONS

除第 36.3 条不适用于仓库收据外，本第四章项下的所有条款均适用于所有的仓单。

All Articles under this Chapter IV, shall apply to all Warrants, save that Article 36.3 shall not apply to a Warehouse Receipt.

第 36 条：签发

Article 36: Issue

36.1 根据客户的要求，公司可以（但无义务）签发仓单。公司可以签发若干仓单，每份仓单载明客户所陈述的货物数量（“部分仓单”），仓单所载货物应当为客户委托公司保管的相同种类和质量的货物，仓单所载数量数量总和不得超过客户委托公司保管的相同种类和质量货物的数量总和。

Upon request by the Customer, the Company may (but is not obliged to) issue a Warrant. The Company may issue a number of Warrants, each specifying the amount stated by the Customer of the goods given by it in custody to the Company of the same sort and quality("Partial Warrants"), in which case the total of these amounts shall not exceed the total amount of the goods of same sort and quality given in custody by the Customer to the Company .

36.2 公司应有权在客户未向其支付所有到期应付款项或有其他理由的情况下，拒绝签发仓单。若在客户根据第 36.1 条提出要求前的任何时间，公司已根据客户要求就相同货物签发仓库收据，公司无义务签发任何新仓单，直至客户向公司出示原始已有仓单并由公司予以作废，并所有的支付相关费用。

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 Warrant covering the same goods in the Customer's request, the Company shall not be obliged to issue a new Warrant until the Customer presents the original existing Warrant to the Company for the Company's nullification and pays all the costs involved.

36.3 客户应有权：

The Customer shall have the right:

(a) 通过对原始仓单的背书以及向第三方交付该背书的仓单，向任何实体或个人转让存储在公司且记载于仓单的全部货物的所有权或占有；以及

to transfer the title, or to transfer the possession, of all of the goods stored with the Company and appearing on a Warrant to any entity/individual by endorsing on the original Warrant and delivering possession of the same to a third party; and

(b) 根据上市商品交易所适用的规则和规定，转存储在公司且记载于商品交易所仓单的全部货物的所有权或转移占有。

to transfer the title, or to transfer the possession, of all of the goods stored with the Company and appearing on a Commodities Exchange Warrant to any entity/individual in accordance with the applicable rules and regulations of the listed commodities exchange,

转让之后，公司向客户承担的有关被转让货物的所有义务应立即终止，并根据本条件转移至仓单持有人。对于全部被转让的仓储仓单（包括转让给客户或者客户指定的其他人），客户应当完整记录转让日期和受让人完整名称。

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. For all transferred Warehouse Warrants (including transfers to the Customer or any other Person designated by the Customer), the Customer shall keep complete records of the dates of transfer and full names of the endorsees.

36.4 公司根据本条件所签发的仓单持有人拥有要求公司向其交付仓单项下货物的权利，但该等权利受限于公司享有的对该等货物的质权/抵押权/留置权，并应以办理完毕海关以及其他相关政府部门规定的有关交货所需的所有手续为前提。尽管有本条件以及仓单持有人与公司间订立的任何合同中的任何相反性规定，当仓单被出示给公司时，公司无义务交付该仓单项下的任何货物，除非：

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

pledge/retention right/lien over the goods and all customs and other 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) 公司认可涵盖该等货物的仓单的真实性，确系公司签发的仓单；和

the Company is satisfied as to the authenticity of the Warrant covering such goods as a Warrant issued by the Company; and

(b) 如适用，该仓单已根据本条件被适当背书。

where applicable, such Warrant is duly endorsed in accordance with these Conditions.

36.5 即使在仓单签发之后，客户仍应对已签发仓单下的货物与仓单上所记载货物的不一致承担责任。

The Customer shall, even after the issue of the Warrant, remain 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.

36.6 **(a)** 就公司签发的任何仓单上记载的货物描述和/或规格及其内容的真实性或准确性之错误，除非客户于该仓单签发之日起三（3）日内向公司发出书面通知，该仓单上记载的该等货物描述、规格和/或内容应被视为是真实和准确的，且客户同意，公司不应对仓单上记载的该等货物描述、规格和/或内容与该等货物的实际数量和质量之间可能产生的不符或不一致承担责任。

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 3 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 or discrepancy that may arise between such description, specification and/or particulars of the goods as they appear on the Warrant and the actual physical quantity and/or quality of such goods.

(b) 尽管有上述第 36.6(a)条，若客户收到根据本条件背书的仓单，除非客户于收到该已经背书的仓单之日起 7 日内就公司签发的任何仓单上记载的货物描述和/或规格及其内容的真实性或准确性之错误向公司发出书面通知，该仓单上记载的该等货物描述、规格和/或内容应被视为是真实和准确的，且客户同意，公司不应对仓单上记载的该等货物描述、规格和/或内容与该等货物的实际数量和质量之间可能产生的不符或不一致承担责任。

Notwithstanding Article 36.6(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 7 days from the date of receipt of such endorsed 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 or discrepancy that may arise between such description, specification and/or particulars of the goods as they appear on the Warrant and the actual physical quantity and/or quality of such goods.

(c) 公司收到根据上述第 36.6(a)条和第 36.6(b)条做出的关于错误的书面通知后，应有权根据本条件第 38 条之规定处置该仓单。

Upon the Company's receipt in writing of notice of any errors in accordance with Article 36.6(a) or 36.6(b) above, the Company shall be entitled to deal with such Warrant in accordance with Article 38 of these Conditions.

36.7 如果仓单包含如下条款：

If the Warrant contains the clause:

"未知的内容、质量、数量、重量和测量"

"Content, quality, number, weight and measure unknown"

或相似的条款，公司不应受仓单所载有关货物内容、质量和数量、重量或尺寸的陈述之约束。

or a similar clause, the Company shall not be bound by any statement in the Warrant regarding contents, quality and the number, the weight or the dimensions of the goods.

36.8 如果仓单已签发，公司有权拒绝放行存储在公司的任何货物，直至其从仓单持有人处收到适当背书的原始仓单。

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.

36.9 在不减损上述第 13 条的一般性规定的前提下，客户应当赔偿公司并使公司免受以下损害：

Without derogation to the generality of Article 13 above, the Customer indemnifies and will hold the Company harmless from:

(a) 公司将客户交付公司保管而公司相应开具仓单的货物、交付给持有伪造仓单的第三方，仓单持有人因此提出的索赔（除非该伪造仓单被出示时，公司理应合理地发现该等伪造情形）；以及

claims of Warrant Holders in case the Company delivers the goods given in custody by the Customer for which a Warrant was issued in exchange for a forged Warrant, unless such forgery should reasonably have been detected by the Company at the moment of presentation of that document; and

(b) 在向部分仓单持有人或涉及的第三方交付货物时，部分仓单所描述的货物的重量、体积和/或质量和该等货物的实际重量、体积和/或质量相比出现负差（无论该等差异产生的原因），部分仓单持有人或者由此涉及的任何其他方提出的索赔。

claims of holders of Partial Warrants or any other party involved therein, in case a negative difference occurs between the weight, volume and/or quality of the goods described in these Partial Warrant(s) and the actual weight, volume and/or quality at the moment of delivery of these goods to the holder or third party involved in the Partial Warrant(s), irrespective of the cause of such difference.

第 37 条：有效性

Article 37: Validity

37.1 除非仓单另有规定外，仓单的有效期为自签发之日起三（3）年，除非仓单标明更短的有效期。

Unless otherwise specified in the Warrant, the Warrant shall have a validity of 3 years from the date of issue unless a shorter period of validity is indicated on the Warrant.

37.2 在仓单有效期届满时，如果仓单持有人要求，公司可以：

On the expiry of the Warrant, the Company may, if requested by the Warrant Holder, either:

(a) 在仓单持有人已向公司支付所有到期应付款项以及签发新仓单的费用的情况下，同意签发新仓单以替换到期仓单；或

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) 拒绝签发新仓单替换到期仓单，和/或停止将过期仓单下货物从所述的仓储地点移出，除非仓单持有人向公司全额支付所有到期应付款项。

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 如果(a)在到期日，原始仓单未被出示要求替换；或(b)在公司拒绝替换过期仓单后，货物未在到期日移出，且对公司仍有到期未付款项，上述仓单持有人应被视为同意支付所有到期应付款项（包括仓储费以及，若公司已经为货物投保，所有的保险费和支出），并同意公司有权根据本条件出售或处置过期仓单下的货物。

If (a) the original Warrant is 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 (including storage charges and, if the goods have been insured through the Company, all insurance premiums and costs) and the Company shall have the right to sell or dispose of the goods covered under the expired Warrant in accordance with these Conditions.

37.4 在仓单有效期届满后的五（5）年内，公司应尽商业上之合理努力向过期仓单最后所知的持有人交付仓单下的货物，或如果公司根据本条件行使质权和/或抵押权和/或留置权，向过期仓单最后所知的持有人交付（根据具体情况）变卖货物的净收益（无需支付利息，且应扣除须向公司支付的所有到期应付款项以及与变卖相关的支出）。

The Company shall use commercially reasonable endeavours to deliver to the last known holder of the expired Warrant the goods covered under the Warrant within 5 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 rights as pledgee and/or right of retention and/or right of lien in accordance with these Conditions.

37.5 在上述五（5）年期间到期后，公司无义务向过期仓单最后所知的持有人或任何其他人交付货物、或变卖货物的收益。在上述五（5）年期间届满后，到期仓单最后所知的持有人对该货物的任何权利或所有权将终止和消灭。

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 5 years. Upon the expiry of the said 5 years, the last known holder of the expired Warrant shall cease to have any rights or title to such goods.

第 38 条：破损与任何错误

Article 38: Mutilations and Any Errors

38.1 对仓单内容的任何部分的全部修正和修改（包括所有涂改、删除、插入内容、毁损）以及存在任何明显错误的仓单无效。为本第 38 条之目的，“明显错误”是指公司有任何理由认为仓单记载的任何信息就仓单下货物的任何方面存在不准确、错误或虚假。

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 purpose of this Article 38, an “apparent error” shall mean any information on the Warrant that the Company has any reasons to believe is inaccurate, wrong or false in any respect of the goods covered under the Warrant.

38.2 若仓单因第 38.1 条规定的任何原因被宣布无效，公司有权向该等仓单最后持有人索取该等作废仓单，且该等仓单持有人有义务将该等作废仓单交给公司。收到该等作废仓单后，公司有权将其撤销。该等作废仓单撤销后，该作废仓单应归于无效，且公司在该等无效仓单下的所有义务均应终止。

Where the Warrant is rendered invalid by any of the reasons set out in Article 38.1, the Company shall be entitled to demand such invalidated Warrant from its Last Warrant Holder, 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 若仓单最后持有人未能在公司根据上述第 38.2 条索取后的十四（14）天内向公司交付，公司可以自主全权决定在公司选择的任意两（2）家日报或其它期刊且无需告知仓单最后持有人，单方声明该仓单已根据本通用条件被作废且作废仓单应归于无效（由仓单最后持有人承担费用），且公司在该等无效仓单下的所有义务均应终止。

If the Last 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 Warrant Holder, make an announcement in any 2 daily newspapers or other periodical publications selected by the Company at its sole and absolute discretion and without reference to the Last Warrant Holder to unilaterally declare that such Warrant is 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 根据第 38.1 条规定的任何原因被宣告无效的仓单的持有人可在向公司返还破损的仓单后，向公司申请签发新仓单，并支付所有涉及的费用。收到该申请后，公司可以（但无义务）签发新仓单。签发新仓单时，仓单持有人同

意，公司可依赖公司签发的原始仓单项下货物的描述、规格和/或内容，且有关该等货物的该等描述、规格和/或内容应被视为新仓单项下货物的实际数量和/或质量的决定性证据。

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 in the original Warrant issued by the Company 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 39 条：遗失/销毁

Article 39: Loss/Destruction

39.1 如果仓单遗失、被毁损或销毁，对该仓单有权利的人可向公司提出注销仓单或替换仓单的申请。申请书应完整写明遗失、毁损或销毁的原因（如适用，包括随附一份关于遗失的警方报告）、以及申请人证明对货物拥有权利或所有权的证明。公司可要求申请人支付预付款作为对该等申请的担保。

If a Warrant is lost, damaged or destroyed, the person entitled to it may make an application to the Company for either a nullification of the Warrant or issue of a replacement Warrant. The application must set out in full the cause of the loss (including where applicable, enclosing a copy of the police report in relation to such loss) or damage/destruction, and the grounds on which the applicant proves his rights or title over the goods. The Company may demand an advance of money as security in connection with the application.

39.2 如果公司经询问后无理由怀疑申请的真实性，在申请人自负费用的情况下，公司可在其选择的任意两（2）家日报或期刊上刊登公告，使那些认为其对上述仓单下货物拥有权利或所有权的人士在公开刊登后十四（14）日内申请法院令状，以反对注销上述仓单或签发替换仓单的申请。

If enquiries made by the Company give no reason to doubt the truth of the grounds of the application, the Company may, at the expense of the applicant, make an announcement in any 2 daily newspapers or other periodical publications selected by the Company to invite persons who believe they have rights or title to the goods mentioned in the said Warrant to oppose, within 14 days of the publication of the announcement and by means of a writ, the application to nullify the Warrant, or issue a replacement Warrant, for the said goods.

39.3 如公司在上述公告后十四（14）日内未收到任何反对注销上述仓单或签发替换仓单的法院令状，其可在向申请人交付仓单下货物或签发替换仓单前，立即同意注销仓单的申请。

If the Company does not receive a writ in opposition to the nullification of the Warrant or issue of a replacement Warrant within 14 days after the announcement, it may forthwith approve the application to nullify the Warrant before delivering the goods covered under the Warrant, or issuing a replacement Warrant for the goods, to the applicant:

(a) 任何仓单的注销应在第 39.2 条所述在的日报或期刊上公告。仓单一经注销即无效，公司在注销仓单项下的所有义务应立即终止。

The nullification of any Warrant shall be published immediately in the newspaper or periodical publications referred to in Article 39.2. Upon such nullification, the Warrant shall become null and void, and all of the Company's obligations under such nullified Warrant shall cease.

(b) 签发替换仓单时，公司可仅依据其自身记录作为关于仓单下货物描述和数量有效的证据，且该等记录（除非明显错误）应被视为最后和决定性的证据。

In issuing a replacement Warrant, the Company shall only look to its records as valid evidence in relation 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.

39.4 如果公司在公告后十四（14）日内收到任何反对意见，公司可不予同意第 39.1 条项下的申请，直至有最后和终局性的法院决定和裁决表明申请人为货物的所有权人。

If the Company receives any opposition within 14 days after the announcement, the Company shall not approve the application received under Article 39.1 until it shall have been established by a final and conclusive court decision or decree that the applicant is the person entitled to the goods.

39.5 注销仓单/替换仓单的受益人或该等仓单项下货物的受益人应赔偿、并使公司免受因注销仓单或替换仓单而产生或遭致的任何索赔、支出、费用和损失，包括仓单持有人和其他第三方的索赔。公司可进一步要求在此方面提供担保。

The person who is the beneficiary of the nullified/replacement Warrant or the goods covered under the nullified/replacement 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, including claims of Warrant Holders and other third parties. The Company may further require security to be given in this respect.

39.6 公司根据本条注销仓单或签发替换仓单，公司因此发生的所有支出和费用应由申请人承担。公司应有权在执行申请前要求申请人预付款项。

All costs and expenses howsoever incurred by the Company in connection with the nullification of any Warrant, or issue of a replacement Warrant, in accordance with this Article shall be borne by the applicant. The Company shall have the right to require an advance of money to be made before executing the application.

第 40 条：货物的仓储/转移

Article 40: Storage/Transfer of Goods

40.1 公司有权决定仓单下货物的仓储地点以及决定货物是否应被转移到另一仓储地点。如果出于维护货物的利益、或由于公司不可控制的情形对货物进行转移，因该等转移而发生的支出和运输风险由客户承担。如果货物转移至另一仓储地点，公司应通知仓单持有人，但未给予该通知并不赋予仓单持有人对公司主张索赔的任何权利。

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 41 条：接近货物

Article 41: Access to Goods

41.1 仓单持有人和/或经其授权的任何人应当根据本条件获得有关仓单下货物存储地点的信息以及进入该等存储地点，但应遵守以下规定：

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) 遵守公司或其关联企业、分包商和/或任何相关政府部门的有关安全等方面的规定和要求，并办理相关手续；

compliance with security, conditions and other formalities prescribed by the Company, or its Related Corporations, Sub-Contractors and/or any relevant authorities;

(b) 仅能在正式工作时间内且需在公司的授权代表的陪同下进入存储地点；以及

access is provided only during the Company's official working hours and in the presence of an authorised representative of the Company; and

(c) 由于仓单持有人或其代表进入/访问存储地点相关的导致公司直接或间接遭受的任何及全部相关费用，应由仓单持有人全部承担。

the Warrant Holder shall be liable for any and all costs of attendance incurred by the Company in relation to such visit/access and for any damage caused directly or indirectly by the Warrant Holder or its representatives.

第 42 条：工作的执行

Article 42: Execution of Work

42.1 公司可以就其执行和提供的有关仓单下货物的任何服务向仓单持有人收取费用。工作应仅在向公司出示仓单后才开始。公司应有权拒绝归还仓单直至所有应向公司支付的费用已全额支付。

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 with the Company. The Company shall have the right to refuse to return the Warrant until all payments due to the Company have been settled.

42.2 对于公司不愿意执行的工作，仓单持有人或仓单持有人的代理人可在获得公司的批准以及出示仓单后执行该等工作，但前提是已支付相关费用、根据公司制定的条件并在公司的监督下执行该等工作，且公司不承担任何责任。

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 on the Company.

42.3 公司应尽其商业上之合理努力记录由于货物部分交付、取样和处理而导致仓单下货物数量的任何变动、减少、变更。如果仓单上无空间供其记录，仓单应被替换，由仓单持有人承担相关费用。

The Company shall use commercially reasonable endeavours to record any alteration, decrease or change in the number of items of the goods covered under the Warrant caused by partial 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 43 条：特殊措施

Article 43: Special Measures

43.1 除双方另有约定，除公司认为针对货物通常采取的措施外，公司无义务就仓单下货物或其包装采取任何措施。根据本条公司采取的任何特殊措施所涉及的风险应由仓单持有人承担。

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 by the Company 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 尽管如此，若公司认为不采取任何特殊措施将导致仓单项下的货物或其他货物、储存地或存储设备的损失和/或损害，或造成人身伤害，公司应有权全权自行决定对仓单项下的货物立即采取特殊措施（包括销毁）。因公司根据本条规定采取任何特殊措施所涉及的风险应由仓单持有人承担。

However, the Company shall be entitled at its sole and absolute discretion to take immediate special measures (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 公司可根据本条规定向仓单最后持有人通知其采取的特殊措施，但未给予该通知并不赋予仓单持有人对公司提起索赔的任何权利。

The Company shall notify the Last 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 44 条：移出

Article 44: Removal

44.1 如果(a)在仓单到期日及之后或(b)公司与客户间的任何合同根据第 56 条被终止，公司不再愿意保管仓单下货物，公司可通知仓单最后持有人移出货物。仓单持有人应向公司出示适当背书的原始仓单，若未出示仓单，公司有权拒绝货物的移出。如果仓单最后持有人未在通知后的十四（14）天内给予回应，公司有权全权自行选择处置该仓单项下的货物（包括以公司自行决定的价格出售该货物），且客户接受其不得基于法律、衡平规定或以其他理由就该等处置向公司主张任何索赔。

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 any contract between the Company and the Customer is terminated in accordance with Article 56, the Company shall summon the Last 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 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 sole and 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, equity or otherwise.

44.2 在开始进行上述第 44.1 条规定的处置之前，公司应当在两（2）家日报上刊登两（2）次公告且两次公告至少间隔 14 天，其中一份公告应在公司注册地址所在地的日报上刊登。在每一份公告中，公司应表明其处置货物的意图，并单方声明任何涵盖该等将被出售货物的仓单应归于无效，且公司在该等无效仓单下的所有义务将于公告之日后的第十四（14）天终止。如果仓单持有人在第二份公告后的十四（14）天内仍未给予回应，或若给予回应但双方就货物的移出未达成协议的，公司有权通过与其他任何方达成协议或以其他方式处置货物。

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 sold shall become null and void, and all of the Company's obligations under such nullified Warrant shall cease on the 14th 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 即使任何仓单终止，该等过期仓单的持有人应继续有义务向公司支付关于货物的所有到期应付款项，以及公司刊登相关公告和进行变卖而产生的所有费用，且公司有权从货物变卖后的收益中扣除前述所有款项。如果在扣除后仍有余额，可根据第 37.4 条和第 37.5 条的规定处理。

Notwithstanding the expiry of any Warrant, the holder of such 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 45 条：要求支付/抵扣

Article 45: Demand/Set off

45.1 不减损本条件任何其他条款（包括第 10 条）的情况下，在全部或部分交付仓单下货物前，公司有权要求偿付或抵扣（全部或部分）以下费用：

Without prejudice to any other provisions in these Conditions (including Article 10), the Company shall be entitled to demand or set off (in full or in part) the following charges prior to full or partial delivery of the goods covered under the Warrant:

(a) 仓单上显示的已经过月数的仓储费、以及未在仓单上记录但应在货物全部或部分交付前付清的仓储费。该等仓储费用应以月付费用为基础计算并同时考虑任何增加的租金费用，如有的话（不足一月按一个整月计算）；

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 full or partial 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) 仓单上显示的已经过月数的保险费、以及未在仓单上记录但在货物全部或部分交付前应按仓单所载的月度保险费率计算并付清的保险费（不足一个月的按一整月计付）；

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 full or partial delivery at the monthly insurance premium rate stated on the Warrant (parts of months shall count as full months);

(c) 按届时有效的费率计算的有关交付仓单下货物而产生的费用以及公司因此而产生的全部支出，包括为该等货物交付办理海关手续或相关政府部门规定的其他手续而发生的支出；

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, including in respect of customs or any other formalities prescribed by the relevant authorities for the delivery of such goods;

(d) 公司在签发日后为保护仓单下货物、或减少该货物对同一仓库内的设备、人员或其他货物造成的危险而发生的所有费用和支出、以及由于公司因不可控制的情形而对该货物采取任何措施所发生的支出；和

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; and

(e) 因仓单下货物产生的或与之有关的所有罚金、处罚、索赔、损害、支出或费用，以及根据仓单应向公司支付的其他任何费用。

all fines, 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 46 条：[已删除]

Article 46: [DELETED]

第 47 条：保险价值的变更

Article 47: Alteration of Insured Value

47.1 仅在为背书而向公司出示仓单时，可变更保险价值和终止保险。在所有其他情况下，保险在交付仓单下货物时即终止。

Alteration of the insured value and termination of the insurance shall be possible only if the Warrant is lodged with the Company for endorsement thereof. In all other cases the insurance shall terminate upon delivery of the goods covered under the Warrant.

47.2 如果仓单中列明的保险价值是以仓储货物的数量为单位计算的，则当仓储货物部分交付时，保险价值应按已交付数量相应减少。仓储货物部分交付后，如果仓单未显示保险价值是按数量单位计算的，且从仓单上不能得出成比例的降低，则待交付的仓储货物的保险价值应在仓单中单独记录。在无该陈述的情况下，公司有权自行依据货物数量、重量、尺寸和/或包装的内容减少而同比例的降低保险价值。

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.

第五章：航运经纪工作条件

CHAPTER V – SHIPBROKING WORK CONDITIONS

第 47A 条一般条款

Article 47A: General Provisions

47A.1 为使公司能够进行航运经纪工作，客户应：

To enable the Company to carry out the Shipbroking Work, the Customer shall:

(a) 任命公司作为其代理人，代表其进行所有的航运经纪服务工作；和

appoint the Company as its agent to act for and on its behalf to carry out all the Shipbroking Work; and

(b) 在将公司作为客户代理商的任命中，授予公司所有必要的权力、职权和许可以使公司可以履行航运经纪服务工作，包括但不限于代表客户并以客户利益与第三方订立合同，以及履行航运经纪业务惯常的工作和服务的权力。

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 and the power to perform such work and services as are customary in a shipbroker's trade.

47A.2 若租船人与船主之间的任何租船运货合同约定，租船人指定的航运经纪人作为船舶的代理人行事，且公司正是该航运经纪人，租船人与船主应根据本条件设定的条款以公司为相对方承担共同与连带责任。

If in 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 公司有权为客户的利益将航运经纪工作部分转包给第三方。公司还应在履行义务过程中利用第三方的货物/设备，条件是这符合相关第三方的行业惯例或第三方为其业务自行制定的惯例。公司还有权，尽管并无义务，以客户为相对方依赖这些条件的规定，包括其中可能的仲裁、管辖和/或法律适用条款（尽管有第 59.1 条至第 59.3 条的规定）。

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, goods / equipment of third parties on 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 (notwithstanding Articles 59.1 to 59.3 of these Conditions).

47A.4 当且仅当公司在为客户履行航运经纪工作，且公司处理的货物部分或者全部受任何进口或出口法规约束（不论是在中国或者其他地点），公司仅在不被视为进出口商的情况下履行该航运经纪工作，同时客户应提供所有必要的协助，使公司能够向主管机关证明其并非货物的进口商或者出口商。

If and to the extent that the Company, in the course of performing Shipbroking Work for the Customer, deals with goods that are, in whole or in part, subject to any import or export regulations (whether in PRC or elsewhere), the Company will perform such Shipbroking Work only on the condition that it will not be regarded as the importer or exporter thereof, and the Customer shall render all required assistance to enable the Company to substantiate to the authorities that the Company is not the importer or exporter of the goods.

47A.5 在一切情况下，若公司收到用于航运或运输的货物，应视为公司作为客户/托运人/发货人的代理人，保管该批货物并提供相关服务，直至货物被船只/承运人接收或代表其接收之时。本条不适用于接收货物之时公司已明确表示其系代表承运人行事的情形。在前述情形下，货物的风险和费用全部由客户/托运人/发货人承担，且所有成本，例如泊位费、船舶滞期费、车辆滞期费、船舶与车辆卸货费、监管、称重、夜间工作或加班费应由客户/托运人/发货人承担。

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 expense 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 公司不对其从第三方收到并告知客户的信息之准确性或正确性做出陈述或保证。该等信息包括但不限于有关港口设施、货物发送、第三方提出的相关服务的成本与费用、货物装卸工作的状态与进展、船只或货物的抵达和出发状态的信息。

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, costs 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 就公司履行航运经纪服务工作而与第三方订立的全部合同，客户同意就公司在该等合同项下的全部义务亲自向该等第三方负责，包括但不限于全部受载期义务。

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 公司对以下事项始终不承担责任：

The Company is never responsible for:

(a) 在依据货到付款条款运输的货物交付时，公司不负责代表任何人适当收取或持有款项；或

the proper collection or holding of monies for anyone's behalf due on delivery of goods shipped on cash-on-delivery terms; or

(b) 公司代表客户持有、保管或将代表客户收取或支付的款项所导致的汇兑损失。公司代表客户收取或支付的以外币表示的运费或其他款项，公司可按公司指定银行在支付日的市场汇率，以人民币承兑或支付。

any loss on exchange in respect of monies which it has or is keeping on the Customer's behalf or which it is to collect or pay on the Customer's behalf. Freights or other monies expressed in a foreign currency which are to be collected or paid by the Company on the Customer's behalf may be accepted or paid by the Company in RMB at the exchange rate of the Company's designated bank which is prevailing on the date of payment.

47A.9 公司有权从事下列行为：

The Company shall be entitled to do all of the following:

(a) 若公司代表客户持有并保管任何货物或物品：

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

(i) 无需给出任何理由而不向任何第三方交付该等货物或物品；或

withhold delivery of such cargo or things to any third parties without giving any reasons whatsoever; or

(ii) 经给予客户书面通知而终止保管该等货物或物品；和

cease to hold in custody such cargo or things by giving the Customer written notice of its intention to do so; and

(b) 若客户不按照公司根据第 47A.9(a)(ii)条发出的通知接收该等货物或物品，无论其是基于何种原因，截至公司规定的最后期限：

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) 客户应全部、永久且不可撤销地放弃其在该等货物或物品上的现有或将有的任何及全部权利；

the Customer fully, forever, and irrevocably waives any and all rights that it has, whether now or in the future, in such cargo or things;

(ii) 客户全部、永久且不可撤销地使公司豁免于客户可能针对公司提出的关于该等货物或物品的现有或将有的全部索赔；

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;

(iii) 客户授权公司全权自行选择处置该等货物或物品；和

the Customer authorises the Company to dispose of such cargo or things at the Company's sole and absolute discretion; and

(iv) 若公司采取根据第 47A.9(b)(iii)条出售的方式处置该等货物或物品，客户在此授权公司从销售该等货物或物品所得中抵销客户任何时候应支付给公司的全部款项；和
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) 若客户指示公司将该等货物或物品交付给任何第三方，而该等第三方并未持有将货物或物品授权该等第三方的提单，公司可在获得或从第三方处取得适当担保后向其交付货物或物品。公司根据本第 47A.9 (c)取得的任何担保的适当性应由公司全权自行决定。

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 sole and absolute discretion of the Company.

47A.10 在任何情形下，公司无义务从事任何下列行为：

The Company shall not, under any circumstances, be obliged to do any of the following:

(a) 为了客户向第三方提供预付款，或为客户之利益以其自己名义向任何第三方提供任何担保，除非公司与客户间另有书面约定；或

provide advance payment for the Customer or provide any security in its own name to any third party for the benefit of the Customer, unless otherwise agreed in writing between the Company and the Customer; or

(b) 为客户之利益以其自己名义购买任何保险，除非公司与客户间另有书面约定。

take out any insurance in its own name for the benefit of the Customer, unless otherwise agreed in writing between the Company and the Customer.

47A.11 公司经客户授权，但无义务，以公司自己名义向任何第三方就其到期应付给客户的款项追索未支付的金额或启动法律程序。客户应承担与之相关的全部成本和费用。

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. The Customer shall bear all costs and expenses in connection therewith.

47A.12 若公司使用客户名义或通过使用缩写或其他或提供船只名称，使客户在航运或运输行业利益相关方中可被充分识别，公司自身对其代表客户发送或提供给第三方的指令或指示的付款不负责。只要公司还未从客户处收到相关款项，有关客户做出的该等指令或指示的任何付款，应被视为始终可索回的预付款。

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 the 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 客户应就公司代表客户提供服务而由船长以公司为相对方所约定的任何义务，或就无论是来自船长、客户或他们下级、或由其作出的任何及全部指令，向公司承担责任。即使船长或代表客户发出指令的人已超越其职权，本条依然适用，除非客户证明公司已经知晓或可合理推知该等越权情况。

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 尽管有第 13 条之一般规定，若公司自身因其代表客户以第三方作为相对方而进行的任何行为或疏忽而需向第三方（包括主管机关和/或主管机关的部门或机构）承担责任（包括可能对公司处以的全部罚金和/或处罚），尤其是（但不限于）在公司作为许可的海关代理人行事时，在所有该等情形下客户应当使公司免受损害，除非该罚金和/或处罚是直接由于：(a)公司一方的重大过失或(b)公司董事会或管理层的作为和不作为所直接导致的，且前述主体(i)故意地造成该损失，或(ii) 明知该损害会产生的情况下过失地造成该等损害。

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 and/or penalties as may be imposed upon the Company, and in particular but not exclusively, where the Company has acted as licensed customs agent, except where such fines and/or penalties are directly caused as a result of (a) gross negligence on the part of the Company or (b) an act or omission on the part of the board or management of the Company, done either (i) with the intent to cause that damage or (ii) recklessly and with the knowledge that such damage would result therefrom.

47A.15 公司不对停泊地的可用性和履行航运经纪工作的时间做任何陈述或保证。公司有权变更履行的日期和/或时间，包括由于不可预见的情况和/或航运、运输时间表的变更。

The Company makes no representation or warranty as to the availability of berths and the time of performance of the Shipbroking Work. The Company may change the date and/or time of performance, including due to unforeseen circumstances and/or changes in the sailing or transportation schedule.

47A.16 在履行航运经纪工作时公司有权信赖其根据第 47A.6 条收到的信息。公司无义务保证该等信息的正确性。

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.

第六章：装卸工作条件

CHAPTER VI – STEVEDORING WORK CONDITIONS

第 47B 条 一般条款

Article 47B: General Provisions

47B.1 进行装卸工作时，公司有权：依赖相关港口的惯例、规则和规定（如适用）。公司就其根据该等港口的惯例、规则和规定（如适用）而进行的活动不对客户负责。

In carrying out its Stevedoring Work, the Company is entitled to 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 客户应做一切必要的工作以允许公司根据本章以安全和负责的方式且不迟延地进行服务，包括但不限于，货物和/或托运物的装卸。

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 公司在为客户提供任何服务时都不是专家也不应被视为是专家。公司对于货物的状态、性质或质量的任何通知都不承担责任。

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.

47B.4 公司不对其向客户提供的信息做出任何陈述或保证，包括本章项下与停泊地和停放地的可用性和与执行本章项下服务的时间有关的信息。

The Company makes no representation or warranty as to the information it supplies to the Customer, including in relation to the availability of berths and parking places and the time of execution of the services under this Chapter.

47B.5 客户必须自行承担费用和风险准备运输工具以及需装卸的货物，以使公司能够安全且、负责且不迟延地进行工作。

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.5A 公司有权以任何理由拒绝向任何目的地进行货物装卸，或交付公司已经获得、或将要获得的关于装卸工作的文件和款项。

The Company has the right to refuse loading or unloading of goods, delivery of documents and monies that the Company has or will obtain in connection with the Stevedoring Work, for whatever reason and with whatever destination, in respect of another party.

47B.6 若装卸工作被拒绝、中止、中断或终止，客户必须保证运输工具和相应的物品应在公司首次要求后即被转移。若未能转移，公司有权采取适当措施，费用和风险由客户承担。

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 thereof 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 装卸工作并不必然包括对货物的检验或保险，除非另有书面明文规定。在此情形下，检验和保险的费用应由客户承担。

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 客户保证所有装卸工作标的货物的包装防海水、状况良好、安全且适于客户选择的运输方式（包括但不限于存放货物的集装箱），并适当且充分地予以标签。客户进一步保证前述该等货物的标签符合所有适用的法律与法规（包括但不限于安全及环境领域的法律与法规，和/或在没有前述法律与法规的条件下应遵守的现行市场惯例和惯常行为的适用标准）。

The Customer warrants that all packaging of the goods forming the subject of the Stevedoring Work 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 labelled. The Customer further warrants that such aforesaid labelling of the goods comply with all applicable laws and regulations (including but not limited to safety and environment and/or in the absence thereof, comply with applicable standards under prevailing market practices and behavior).

47B.8A 客户保证在装卸工作执行期间由客户提供给公司的材料供装卸工作之用途、以及实现装卸工作之目的而言是安全且适用的，包括但不限于装载操作。

The Customer warrants the material made available by it to the Company during the execution of the Stevedoring Work is safe and fit for use in connection with and for the purposes of facilitating Stevedoring Work including but not limited to loading operations.

47B.9 客户应在装卸工作开始前至少十四（14）个工作日书面通知公司，告知货物可能的特殊性或危险性、规模和处理措施，并且向公司提供所有客户已知或应知的、公司所需要的以安全、负责且不迟延地进行装卸工作的基本指示和信息。与未满足此义务相关的任何额外工作，均应由客户承担费用。

The Customer shall notify the Company in writing, at least 14 business days 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 obligation shall be at the expense of the Customer.

47B.10 客户保证进入公司进行装卸工作港区地点的所有人员严格遵守该港区地点适用的所有安全规定和规则（无论是由法律或其他方式规定的）。公司始终保留从该地点驱逐不遵守或威胁将违反该港区地点适用的该等安全规定和规则或其他公司自主全权决定不受欢迎的所有人员的权利。

The Customer warrants that all persons entering the port premises where the Company carries out the Stevedoring Work shall strictly comply with all safety rules and regulations applicable to such port premises (whether imposed by law or otherwise). The Company at all times reserves the right to remove from such port premises all persons who do not comply with, or threaten to act in breach of, such safety rules and regulations applicable to such port premises or who are unwelcome otherwise in the sole and absolute opinion of the Company.

47B.10A 公司应努力采取必要的措施，以控制偷渡者或其他不受欢迎的人员进入客户的运输工具的风险。但是，如果在客户的运输工具中发现偷渡者或其他不受欢迎的人员，公司将不对任何可能造成的损坏，费用和罚金承担责任。

The Company shall make an effort to take the necessary measures in order to limit the risk of stowaways or access of other unwanted people to the Means of Transport of the Customer. If nevertheless stowaways or other unwanted people are discovered in the Means of Transport of the Customer, the Company shall not be liable for any possibly resulting damage, expenses and fines.

47B.11 客户应确保其与所有第三方订立的任何与本章项下公司提供的服务相关的全部合同（“第三方合同”）包含一项使公司有权依赖第三方合同中有利于客户的全部权利和利益的条款，包括但不限于排除或限制客户对第三方责任的条款，且该条款针对前述第三方应为可执行的（“喜马拉雅条款”）。

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 尽管有第 13 条之一般规定，若公司因其代表客户以第三方作为相对方而进行的任何行为或疏忽而需向第三方（包括主管机关和/或主管机关的部门或机构）承担责任，包括可能对公司处以的全部罚金和/或处罚，在所有该等情形下，客户应当使公司免受损害，除非该罚金和/或处罚是直接由于：(a)公司一方的重大过失或(b)公司董事会或管理层的作为和不作为所直接导致的，且前述主体(i)故意地造成该损失，或(ii) 明知该损害会产生的情况下过失地造成该等损害。

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 and/or penalties as may be imposed upon the Company, except where such fines and/or penalties are directly caused as a result of (a) gross negligence on the part of the Company or (b) an act or omission on the part of the board or management of the Company, done either (i) with the intent to cause that damage or (ii) recklessly and with the knowledge that such damage would result therefrom.

第 47C 条：[已删除]

Article 47C: [DELETED]

第 47D 条：危险货物

Article 47D: Dangerous Goods

47D.1 除预先以书面形式作出特别安排外，公司不接受或处理任何危险货物（如第 21.1 条之定义）。

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 如果公司事先同意根据本条件接收任何危险货物，客户应确保该危险货物附有一份危险货物性质和内容的详细说明，且客户应按照在相关管辖地内届时有效的可适用的法律和法规适当且安全地包装该危险货物，包括在危险货物的包装上以清晰和耐久的标志标明其内装货物为危险货物。

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 labelled 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 尽管公司可能已根据双方之前同意的书面安排而接收危险货物，客户同意公司可自行决定，并以公司认为适合的任何方式销毁或以其他方式处理危险货物，由此产生的对其他货物、财产、生命或健康产生的风险和费用应由客户承担。

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 and absolute 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 除双方之前书面同意的特殊安排外，如果客户向公司交付任何危险货物、或导致公司处理该等危险货物，公司可全权自行决定，并以公司认为适合的任何方式在任何时间移出、销毁、无害化处理或以其他方式处理该等危险货物，由此产生的风险和费用由客户承担，且由该货物产生的、针对该货物的、与该货物相关的无论任何形式和性质的所有损失或损害应由客户承担，包括给公司负有赔偿义务的第三方造成的损失和损害、因人身伤害造成的损害、和/或任何形式的经济损失。客户应赔偿公司因此产生或遭受的所有和任何罚金、处罚、索赔、损害、费用（包括基于赔偿的所有法律费用）或支出，无论任何性质，无论其如何产生的，以使公司免受任何损害。

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, such goods may at any time be removed, destroyed, rendered harmless or otherwise dealt with by the Company, at its sole and absolute discretion and in any way deemed fit by the Company and at the Customer's risk and expense and 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, loss or damage caused by injury and/or any form of financial loss. The Customer shall further indemnify the Company against all fines, penalties, claims, damages, costs (including all legal costs calculated on an indemnity basis) and expenses whatsoever and howsoever arising in connection therewith.

47D.5 若履行装卸工作过程中公司处理的货物根据内河航道、陆运、海运或以其他运输工具运输危险物质的相关法规被认为是危险的，处理货物将受相关管辖地所适用的法律和法规管辖。

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

47D.6 如果要求公司采取安全措施处理危险货物，则公司与客户之间关于存储危险货物的协议应从公司开始采取此类安全措施之日起立即停止适用。但是，如果公司和客户已书面同意将危险品运送到指定的处置地点，则有关存储危险货物的协议应在危险品被运送到指定的处置地点时终止。

If the Company is required to undertake safety measures to deal with the Dangerous Goods, the agreement between the Company and the Customer for the storage of the Dangerous Goods shall cease to apply with immediate effect from the time the Company commences such safety measures. However, if the Company and the Customer have agreed in writing that the Dangerous Goods are to be delivered to a designated disposal site, the agreement for the storage of Dangerous Goods shall terminate upon completion of their delivery to the designated disposal site.

第 47E 条：易腐烂货物

Article 47E: Perishable Goods

47E.1 除预先以书面形式作出特别安排外，公司不接受或处理任何易腐烂货物。

Except under special arrangements previously made in writing, the Company shall not accept or deal with any perishable goods.

47E.2 除双方事先书面同意的特别安排外，如果客户向公司交付任何易腐烂货物使公司处理或处置该等货物，公司有权全

权自行选择且不经进一步通知客户，出售或处置全部该等易腐烂货物。公司就该等出售或处置而发生的所有成本和费用由客户承担。

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 the parties in writing, the Company shall be entitled, at its sole and absolute 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 公司可全权自行决定，向客户支付扣除所有逾期费用、收费和开支后该变卖或处理后所得的净收益（如有），该等支付相当于对货物的交付。

Payment or tender, at the Company's sole and absolute 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 47F 条：贵重货物

Article 47F: Precious Goods

47F.1 除双方事先书面同意的特别安排外，公司不接受或处理黄金、货币、宝石、珠宝、贵重物品、古董、字画、动物或植物。

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 除双方事先书面同意的特别安排外，如果客户向公司交付任何贵重货物、或导致公司处理贵重货物，公司对该等贵重货物的任何损失、损害或索赔不承担责任。

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 47G 条：[已删除]

Article 47G: [DELETED]

第七章：托管工作条件

CHAPTER VII – ESCROW WORK PROVISIONS

第 47H 条：一般条款

Article 47H: General Provisions

47H.1 应客户之要求，公司可能同意进行托管工作，客户和公司应在公司进行托管工作前就托管费达成一致。

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 若公司和客户同意公司进行托管工作，公司有义务进行托管工作的前置条件是客户应将需由公司托管的文件（"文件"）转送至公司。

Where the Company and the Customer have agreed that the Company shall carry out the Escrow Work, it shall be a condition precedent that 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 客户承认并接受，公司在履行托管工作中不对客户或任何其他人负有托管代理人、利害关系人或其他人的法定义务，包括任何忠实义务或其他义务（无论是现在或将来）。

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 公司持有以及发送文件的授权（“授权”）以客户规定且公司同意的特定事件（“事件”）之发生为条件。

The Company's authority to hold and to release the Documents ("Authority") is conditioned upon the occurrence of certain events that shall be specified by the Customer and agreed by the Company ("Events").

47H.5 若直到客户规定的截止日（“截止日”）事件仍未发生且已书面通知公司，则从截止日起授权应立即被完全且最终撤回。根据本条被撤回后，该等授权应不再拥有任何效力。

In the event the Events do not occur by the deadline specified by the Customer ("Deadline") and notified to the Company in writing, 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 客户向公司保证并承诺，在截止日前客户不得单方撤回授权。

The Customer warrants and undertakes to the Company that it shall not unilaterally revoke the Authority prior to the Deadline.

47H.7 若授权根据本条被撤回，公司无义务在截止日后继续持有文件超过三十（30）天。在此情形下，在截止日后的第三十一（31）天，公司应有权以其认为合适的任何方式处置文件，且客户无权就此主张任何追索权。在截止日后三十（30）天期限终止前，客户可以指令公司向其归还文件，费用和风险由客户承担。

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 31st day after the Deadline, the Company shall be entitled to dispose of 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 客户同意：

The Customer agrees that:

(a) 不减损上述第 14 条和第 15 条的一般性规定，公司对客户要求其根据托管工作接收并持有的任何文件的真实性、有效性、内容和/或任何缺陷不负责；

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) 不减损上述第 13 条的一般性规定，对公司承担或发生的因其应客户之要求和指令进行托管工作而产生或与之相关的全部损失、损害、费用和索赔（包括基于赔偿的所有法律费用），无论其是何性质或如何产生，客户应给予公司充分赔偿。

without derogation to the generality of Article 13 above, the Customer shall fully indemnify the Company against all losses, 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 尽管有第 13 条之一般性规定，若公司自身因其代表客户以第三方作为相对方而进行的任何行为或疏忽而需向第三方（包括主管机关和/或主管机关的部门或机构）承担责任，包括可能对公司处以的全部罚金和/或处罚，在所有该等情形下，客户应当使公司免受损害，除非该罚金和/或处罚是直接由于：(a) 公司董事会或管理层的重大过失，或(b)公司的作为和不作为所直接导致的，且公司(i)故意地造成该损失，或(ii) 明知该损害会产生的情况下过失地造成该等损害。

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 and/or penalties as may be imposed upon the Company, except where such fines and/or penalties are directly caused as a result of (a) gross negligence on the part of the board or management of

the Company or (b) an act or omission on the part of the Company, done either (i) with the intent to cause that damage or (ii) recklessly and with the knowledge that such damage would result therefrom.

第八章：结束条款

CHAPTER VIII – CONCLUDING PROVISIONS

第 48 条：索赔终止

Article 48: Extinction of Claims

48.1 除非公司在将货物移交给客户或有权提取货物的人士之日或之前，收到有关任何包裹、包装、集装箱、托运货物（无论是否已包装）或其任何部分的损失、损害或不正确交付的书面通知，并且公司被告知关于该等损失、损害或不正确的通常性质，该等移交和交付应视为公司已完全按照客户的相关指示或与公司签订的合同履行了交付义务的初步证据。如果损失、损害或不正确并不明显，相关通知必须在货物交付后的七（7）天内送达至公司。

Unless a written notice of loss, damage or inaccurate delivery in respect of any parcel, package, container, consignment (packed or otherwise) or any part thereof and the general nature of such loss, damage or inaccuracy is given to the Company on or before the removal of the goods into the custody of the Customer or the person entitled to delivery thereof, such removal shall be prima facie evidence of the delivery by the Company of the goods as described in the relevant instruction to, or under the contract with the Company. If the loss, damage or inaccuracy is not apparent, the notice must be given within 7 days of the delivery.

48.2 受限于第 48.1 条的规定，如果客户在知道任何损害或损失后四（4）周内，或所涉及的运输工具或货物离开公司场所之日起三（3）个月内（以较早者为准），未通过法院传票形式向公司索赔，公司就任何损害或损失的责任、或任何针对其提出的一般索赔的一切责任均应被解除。任何及全部向公司提出针对任何服务的索赔均应受时效限制，自索赔的情形发生之日起起三（3）个月即时效届满。

Subject to Article 48.1, the Company shall be discharged from all liability in respect of any damage or loss or in respect of any general claim against the Company if a claim by way of a Writ of Summons is not instituted either within 4 weeks after the Customer has become aware of such damage or loss or within 3 months from the date the Means of Transport or the goods involved depart from the premises of the Company, whichever term is earlier. All and any claims against the Company shall become time barred for any Services, by the mere expiry of 3 months since the claim has arisen.

48.3 为第 48.2 条之目的：

For purposes of Article 48.2:

(a) 如货物损毁或减少的，而公司未将货物毁损或减少通知客户，上述三（3）个月期间应自交付日之次日起算；
in the case of damage to or decrease in the goods, where the Company has not informed the Customer of the damage or decrease, the period shall commence on the day immediately following the day the goods are delivered;

(b) 若货物全损且公司已发出有关损毁或减少之通知，则上述三（3）个期间自公司向客户发出通知之次日开始计算；和

in the case of total loss and where notice of damage or decrease has been given, the period shall commence on the day immediately following the day the Company notified the Customer; and

(c) 如仓单项下的货物发生全损的，上述三（3）个月期间自公司向其仓单最后持有人通知该等损失之日之次日起算。如果仓单最后持有人不再持有仓单，或者没有后续的仓单持有人向公司表明其持有仓单，上述三（3）个月期间应自公告损失七（7）日届满之日之次日起算，该损失公告应至少在两（2）家由公司指定的日报上刊登，其中一份公告应在公司注册地址所在地的日报上刊登。

in the case of total loss of goods under a Warrant, the period shall commence on the day immediately following the day on which the Company informs the Last Warrant Holder of such loss, or where he no longer has the Warrant in his possession and no subsequent Warrant Holder has presented himself to the Company, such period shall commence on the day immediately following the expiry of 7 days from the date of announcement of the loss in at least 2 daily newspapers, one of which

is published in the place where the Company has its registered office.

第 49 条：客户条款和条件的不适用

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

49.1 任何客户和/或其分包商和/或代表客户工作的第三方的通用条款和条件，无论是否已在任何文件中显示，均被明确地排除适用。

The applicability of any of the general terms and conditions of the Customer and/or its subcontractor(s) and/or third parties that work on behalf of the Customer, whether or not printed on any documents, is expressly precluded.

第 50 条：通知

Article 50: Notices

50.1 根据本条件要求发出的任何通知应以中文作出，且(a)以预付挂号信或亲自递送的方式，递送至向接收通知一方在合同或协议中所载明的地址、或该方已知的最新地址，或(b)以电子邮件从发送方的公司电子邮件地址发送至向收件方的已知最新的公司电子邮件地址，将被视为通知有效的发出，并且该通知在以下情形应被视为已有效送达收件方：若(i)以亲自递送的形式送至收信方，在投递之日应视为已经有效送达，(ii)若通过预付挂号信的方式，则在投递后四十八（48）小时后应视为有效送达，或(iii)若通过电子邮件送达，则在成功传递之日的后一个工作日应视为已经有效送达。无论客户是否明确确认收到该通知，只要公司可证明通知已通过普通送信、传真、电子邮件或挂号信的形式进行了发送，则该等通知根据前述的规定即视为已被有效送达。

Any notice required to be given pursuant to these Conditions shall be in Chinese and deemed to have been validly given if addressed to the party to whom the notice is given and (a) sent by prepaid registered post or delivered by hand to the address of such party given in the contract or agreement, or to its last known address, or (b) sent by electronic mail from the sender's corporate electronic mail address to the recipient's last known corporate electronic mail address, and such notice shall be deemed to have been served on the recipient: (i) on the date of service, if delivered by hand; (ii) upon the expiry of 48 hours after the date of posting, if sent by prepaid registered post; or (iii) on the next business day immediately following the date of successful transmission, if sent by electronic mail. Whether or not the Customer expressly acknowledges receipt, the Customer shall be bound thereby so long as the Company can show that same has been forwarded by ordinary dispatch, facsimile, electronic mail, or post.

50.2 客户应承担以任何方式（无论是否以书面形式）传输错误、中断或通信中断的风险。对于因使用中文以外的其他语言而产生的或与之相关的任何误解，公司不承担任何责任。

The risk of errors in, interruption in transmission or loss of communications by any means (whether or not in writing) shall be borne by the Customer. The Company shall not be liable for any misunderstanding arising from or in connection with the use of a language other than Chinese.

第 51 条：可分割性

Article 51: Severability

51.1 如果本条件的任何部分根据相关法律法规或法律原则或被有管辖权的法院或仲裁机构认定为无效、不合法或不可执行，该部分应在无效、不合法或不可执行的范围内无效，且不应导致本条件其他条款无效或影响其他条款。本条件应被解释为从一开始就不包含该等无效、不合法或不可执行的部分。

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 and these Conditions shall be construed as if such invalid, illegal or unenforceable part had never been contained herein.

51.2 本条件的每一条款在任何情况下应被解释为彼此单独适用和存在的条款，即使任何一或多项条款因任何原因被判定为不适用或不合理。

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 52 条：转让

Article 52: Assignment

52.1 受限于第 36.3 条之规定，在未获得公司事先书面同意的情况下，客户不得转让与公司签署的任何合同项下或本条件项下的任何权利和义务。

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 公司可在未经客户事先书面同意的情况下，向其关联企业转让依据或连同本条件与客户签署的任何合同项下的权利或义务。

The Company may assign its rights or transfer its obligations under any contract made with the Customer pursuant to these Conditions or any contract made with the Customer incorporating these Conditions to its related corporations without the Customer's prior written consent.

第 53 条：完整协议

Article 53: Entire Agreement

53.1 公司与客户之间签订的包含本条件的任何合同应构成他们之间的完整协议，取代双方之间关于本条件项下事宜先前所达成的所有口头或书面的协议。

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 如果任何法律强制性地适用于和/或任何上市商品交易所的规则和规章适用于公司根据本条件所提供的服务，则本条件的适用应受限于该等强制性适用的法律和/或适用的上市商品交易所的规则和规定。本条件的任何条款不得解释为公司放弃其根据该等法律所享有的任何权利或豁免，或增加公司在该等法律下的责任或义务。如果本条件的任何条款与该强制性适用的法律或适用的上市商品交易所的规则和规定有冲突，仅受影响的条款无效而不涉及其余任何条款。

If any legislation is compulsorily applicable and/or any rules and regulations of listed commodities exchanges are 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 and/or applicable rules and regulations of listed commodities exchanges. 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 conflict with such compulsory legislation or applicable rules and regulations of listed commodities exchanges, the affected provision of these Conditions shall be void to that extent but no further.

第 54 条：变更

Article 54: Variation

54.1 公司可在任何时候不时修改、变更或补充本条件。公司应将包含根据本第 54 条做出的对本条件的全部修改、变更和/或补充的本条件的最新版本公布于 http://www.steinweg.com/conditions/ningbo/。包含全部该等修改、变更和/或补充的本条件的最新版本应于公司决定的日期起生效。

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/ningbo/. 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 在公司将包含全部该等修改、变更和/或补充的本条件最新版本公布于 http://www.steinweg.com/conditions/ningbo/ 之日，应视为客户已知晓对本条件所做的全部修改、变更和/或补充。客户承诺其将就公布于 http://www.steinweg.com/conditions/ningbo/或应客户要求免费向客户发送的本条件最新版本中的全部修改、变更和/或补充保持了解与更新。

The Customer shall be deemed to have taken notice of all amendments, variations and/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/ningbo/. The Customer undertakes to keep itself apprised and updated on all such amendments, variations and/or supplements in the latest version of these Conditions made available at http://www.steinweg.com/conditions/ningbo/ or at request, will be sent to the Customer free of charge.

第 55 条：不可抗力

Article 55: Force Majeure

55.1 任何一方对由于其不能合理控制的情形或原因而造成的迟延履行或不履行不承担责任，例如下列事件应被视为不可抗力：

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) 战争、战争威胁、官方行动、隔离、大范围流行病/传染病/疾病的爆发、民间骚乱、阴谋破坏、罢工、工厂关闭、通讯干扰、缺乏交通、人力和/或仓储设施；

war, threat of war, official action, quarantine, pandemic/epidemic/disease outbreak, civil disturbance, sabotage, strike, lock-out, interference with communications, lack of transport, labour and/or storage accommodation;

(b) 极端气候环境/水文情况、自然灾害、暴风雨、雾、闪电、洪水、高潮和低潮、霜冻、严寒、结冰、高温和/或天灾；

extreme weather conditions/water circumstances, natural disasters, storm, fog, lightning, flood, high and low tide, frost, freezing, ice, heat and/or acts of God;

(c) 火灾、爆炸、辐射、核反应、消防用水、烟熏、盗窃、偷窃、遗失、下沉、倒塌、水灾、渗漏、潮湿、臭气、恶臭、蠕虫和啮齿类动物和/或耗子、老鼠、昆虫和其他动物造成的损害；

fire, explosions, radiation, nuclear response, water used against fires, smoke, burglary, theft, loss, subsidence, collapse, water, seepage, damp odour, stench, worms and rodents and/or damage through rats, mice, insects and other creatures;

(d) 政府措施；

government measures;

(e) 计算机故障和停电/电路中断；

computer breakdown and power outage/interruption;

(f) 货物的自然性质、质量的变化，自发性的恶化，自己产生的热量、燃烧、爆炸、干燥、发霉、霉菌、渗漏、腐烂发霉、生锈和/或汗渍；

the natural properties of goods, changes in quality, spontaneous deterioration, self-generated heat, combustion, explosion, drying, mould, yeasts, leaks, rot and mildew, rust and/or sweating;

(g) 玻璃制品、柳条瓶和长颈瓶、铸铁和其它易碎物品的破碎，和/或未充分适当的包装；

breakage of glass, wickered bottles and flasks, cast-iron and other brittle articles, and/or inadequate packing;

(h) 公司所用设备的潜在瑕疵；和

latent defects in the equipment used by the Company; and

(i) 公司不能合理预防的所有其他事件。

all other things which the Company could not reasonably prevent.

55.2 如果任何不可抗力事件阻碍、妨碍或延误公司履行任何服务超过连续四十八（48）小时，不管本条件任何条款是否有相反的规定，公司可自行决定终止有关提供服务的任何协议，且该等终止应立即生效，且公司不对客户、仓单持有人或货物的任何其他权利人承担任何进一步的责任。

If any force majeure event prevents, hinders or delays the Company's performance of any service for a period exceeding 48 consecutive 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 尽管有本第 55 条之任何相反规定，客户应当继续就本条件项下应向公司支付的全部收费和费用，以及公司全权自行判断是因任何不可抗力事件产生或与之相关的全部收费和费用向公司负责，而不论该等收费和费用是否系由于客户的指令或其他指示引起，直到公司终止向客户提供任何服务之时。

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

第 56 条：终止

Article 56: Termination

56.1 在适用法律允许的最大范围内，如果一方破产，为其债权人的利益做出转让，与债权人达成任何安排或协议，或进入清算程序，另一方可立即终止与该方的任何合同。

To the fullest extent permitted by applicable law, either party may forthwith terminate any contract made between them if the other party shall be bankrupt, make an assignment for the benefit of its creditors, enter into any arrangement or composition with its creditors, or goes into liquidation.

56.2 在适用法律允许的最大范围内，若客户破产、为债权人的利益做出转让、与债权人达成任何安排或协议，或进入清算程序，客户根据公司与客户之间任何合同有义务向公司支付的全部款项应立即到期且应立刻支付给公司。

To the fullest extent permitted by applicable law, 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, make an assignment for the benefit of its creditors, enter into any arrangement or composition with its creditors, or goes into liquidation.

56.3 尽管公司在本条件以及公司与客户签署的合同项下享有其他权利，包括向客户主张损害赔偿的权利，如果客户未准时履行和执行合同任何条款之规定（包括与支付任何到期款项相关的条款），且该违约行为在公司发出要求其立即改正的书面通知后十四（14）日内仍未令公司满意地予以纠正，公司在提前七（7）日书面通知后，可终止任何与客户间的合同。对于该等终止，客户不得向公司索赔任何损害或支出。

Notwithstanding the Company's other rights under these Conditions and its contracts with the Customer, including the right to claim damages from the Customer, 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 无论本条件是否存在相反之规定，公司保留在任何时候终止任何合同的权利，但需提前至少三十（30）日向客户发出书面通知。对于该等经通知的终止，客户不得向公司索赔任何损害或支出。

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.

56.5 如果存储货物所用的仓储设施全部或部分被司法程序限制或禁止使用，或被任何政府或管理部门终止使用（包括由于政府征收或仓库所有权人的行为），或被因为仓库所有权人或上市商品交易所终止使用，仓库保管人应立即通知客户该情况（"限制通知"）。在此情况下，公司根据其自己的判断，可向另一仓库或客户同意的地点转移，或公司可在限制通知发出之日终止本合同。

If the use of all or part of the Warehouse Facilities in which the goods are stored shall be restrained or enjoined by judicial process, terminated by any government or regulatory authority (including by right of eminent domain) or terminated by the owner of the warehouse or a listed commodities exchange, the Company shall immediately notify the Customer of the same ("Restraint Notice"), whereupon the Company may transfer the goods to another Warehouse Facility or location agreed by the Customer; or the Company may terminate its contract with the Customer on the date of the Restraint Notice.

56.6 当公司与客户间的任何合同因为任何原因而到期或解除，公司提供服务的义务应立即终止，并且客户应立即向公司支付截至协议到期日或解除日（包括解除当日）发生的所有到期应付款项（包括任何逾期利息）。公司与客户间的任何协议的到期或解除不应影响任何一方的累计的权利或责任，也不应影响任何协议和本条件的任何明示或默示意图在到期或解除之后继续存续的条款的效力。该等协议和本条件项下提供的救济不应为排他性的而应是累积性的，在其他成文法或衡平法救济之外仍可继续行使。

Upon expiration or termination of any contract between the Company and the Customer for any reason, the Company's obligation to provide the Services shall immediately cease and the Customer shall immediately become liable to pay all amounts due and payable to the Company (including any late payment interest) incurred up to and including the date of expiration or termination. The expiration or termination of any contract between the Company and the Customer shall not affect any accrued rights or liabilities of any party nor shall it affect the continuance in force of any provision thereof and of these Conditions which is expressly or by implication intended to continue after such expiration or termination. The remedies provided under such contract and these Conditions shall not be exclusive but are cumulative and in addition to all other remedies, at law or in equity.

第 57 条：保密和披露客户信息的权利

Article 57: Confidentiality & Right to Disclose Customer Information

57.1 客户不得且应确保其雇员、关联方、代理人、承包商和代表不得使用（除为使用服务之目的）或向任何人披露公司提供的，或与公司或其关联企业、分包商或其他代表根据本条件提供之服务有关的任何信息（"公司信息"），但非因客户的过错或违约而已为公众所知的信息除外。

The Customer shall not, and shall ensure that its employees, affiliates, agents, contractors and representatives 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 Related Corporations or Sub-Contractors or other representatives 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 客户在此同意，公司有权以任何方式或为任何目的，依据隐私政策和/或适用法律使用或向任何与公司履行本条件项下义务相关的其他方披露客户或其雇员、关联方、代理人、承包商和代表提供的，或与客户或与其雇员、关联方、代理人、承包商和代表有关的任何信息或数据。

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 or its employees, affiliates, agents, contractors or representatives to any other person in connection with the Company's performance of obligations under these Conditions, in accordance with the Privacy Policy and/or in compliance with applicable laws.

57.3 在公司与客户间任何合同终止时，和/或在公司要求的情况下，客户应立即向公司归还或销毁所有属于公司信息以及所有复印件（包括纸张和电子文本）。

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 客户应当、并应当确保其雇员、关联方、代理人、承包商和代表采取所有必要的行动保护和保持公司信息的机密性。

The Customer shall, and shall ensure that its employees, affiliates, agents, contractors and representatives shall, take all steps necessary to protect and preserve the confidentiality of the Company's Information.

57.5 客户应当、并应当确保其雇员、关联方、代理人、承包商或代表保密并且不得披露任何及全部客户与公司签订的合同所收集的、与公司雇员、关联方、代理人、承包商或代表有关的任何和所有信息或数据，除非事先获得了公司对

此类披露的书面许可，或者根据法律规定公司有义务进行披露。

The Customer shall, and shall ensure that its employees, affiliates, agents, contractors and representatives shall, keep confidential and shall not disclose any and all information or data relating to the Company's employees, affiliates, agents, contractors or representatives collected in connection with its contract with the Company, unless the Company has given prior written permission for such disclosure or when a statutory regulation obliges the Company to do so.

第 58 条：弃权

Article 58: Waiver

58.1 在本条件下公司未行使或迟延行使任何权利、救济、权力或特权，不得视为对该权利、救济、权力或特权的弃权。公司任何单独或部分地行使此等权利、救济、权力和特权，亦不排除将来对该项权利、权力或特权的任何行使或进一步行使。

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.

58.2 公司的任何豁免、弃权或妥协均应以书面形式明确作出。

Any release, waiver or compromise by the Company shall be expressly stated and in writing.

第 59 条：适用法律和争议解决机构

Article 59: Governing Law & Dispute Resolution Forum

59.1 本条件的有效性、解释、解读和执行（包括世天威数字服务条款与条件以及隐私政策）以及其项下的一切权利、救济、权力、义务和责任均应由中国法管辖并依据中国法解释。

The validity, construction, interpretation and enforcement of these Conditions (including the Steinweg Digital Services Terms and Conditions and the Privacy Policy) and all rights, remedies, powers, obligations and liabilities hereunder shall be governed by, and construed in accordance with, the laws of Chinese.

59.2 凡因执行本条件所发生的或与本条件有关的一切争议、纠纷或索赔，应首先通过友好协商解决。该等争议、纠纷或者索赔应排他性地提交宁波国际仲裁中心并按届时有效的仲裁规则在宁波进行仲裁。仲裁员均应具备良好的英语能力。仲裁的裁决是终局的且有约束力的。除仲裁裁决另有指示外，败诉方应承担胜诉方的法律费用，包括但不限于律师费。

Any dispute, controversy or claim arising in connection with the performance of these Conditions shall be resolved through friendly consultation. If the dispute, controversy or claim cannot be resolved though consultation within thirty (30) days after occurrence, such dispute, controversy or claims shall be exclusively submitted to the Ningbo International Arbitration Center for arbitration in Ningbo in accordance with the arbitration rules then in force. The arbitral award shall be final and binding. The arbitrators shall be good at English. Unless otherwise instructed by the arbitration award, the losing party shall bear the legal costs suffered by the prevailing party, including without limitation, the attorney's fees.

59.3 任何一方不得因任何仲裁程序的开始而免予履行其在本协议项下的义务。当事人应对与仲裁程序有关的所有事项保密。该等保密义务也适用于任何仲裁裁决，但出于履行和强制执行该裁决之目的或法律规定需要披露的情形除外。

None of the parties shall be released from performing its obligations hereunder by reason of any arbitration proceedings being instituted. The parties shall keep confidential all matters relating to the arbitral proceedings. Such confidentiality extends also to any award, except where disclosure is necessary for the purposes of implementation and enforcement or where disclosure is imposed by the law.

第 60 条：世天威数字服务

Article 60: Steinweg Digital Services

60.1 对于 C. Steinweg Warehousing (F.E.) Pte. Ltd.在其服务过程中提供的任何形式的数字服务，例如我们的移动应用程序（即 Steinweg Online）、Steinweg Online 的网站 www.online.steinweg.com、电子数据交换（"EDI"）和/或

其他数字服务（统称“世天威数字服务”）的使用（包括访问、浏览或为使用而注册）均应适用世天威数字服务条款与条件。

The use which includes accessing, browsing or registering to use any form of digital services employed by C. Steinweg Warehousing (F.E.) Pte. Ltd in the course of its services such as our mobile application (i.e., Steinweg Online), the Steinweg Online website at www.online.steinweg.com, electronic data interchange (“EDI”) and/or other digital services (collectively, the “Steinweg Digital Services”) is subject to the applicability of the Steinweg Digital Services Terms and Conditions.

60.2 世天威数字服务条款与条件或客户与世天威数字服务运营方之间的任何其他安排的变更、放弃、违约或终止，不应影响客户在本条件项下的义务，任何与货物有关的其他条款均应继续完全有效。

No variation, waiver, breach or termination under the Steinweg Digital Services Terms and Conditions or any other arrangement made between the Customer and the operator of the Steinweg Digital Services 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.

附件
世天威数字服务条款与条件

Annex
STEINWEG DIGITAL SERVICES TERMS AND CONDITIONS

1. 简介

Introduction

1.1 本条款与条件（“世天威数字服务条款与条件”）应适用于 C. Steinweg Warehousing (F.E.) Pte. Ltd.（“世天威”、“公司”、“我们”）在服务过程中提供的任何形式的数字服务，例如（但不限于）我们的移动应用程序 Steinweg Online、我们的网页 www.online.steinweg.com 或其他任何我们可能用以提供数字服务、电子数据交换（“EDI”）和/或其他数字服务（合称“世天威数字服务”）的网站。您使用我们的世天威数字服务将视为您（不论是作为客户还是作为注册使用者）确认接受本世天威数字服务条款与条件。

These terms and conditions (“Steinweg Digital Services Terms and Conditions”) shall apply to any form of digital services employed by C. Steinweg Warehousing (F.E.) Pte. Ltd. (“Steinweg”, “Company”, “we”) in the course of its services such as but not limited to our mobile application Steinweg Online, our website www.online.steinweg.com or any other websites we might use to offer digital services, electronic data interchange (“EDI”) and/or other digital services (collectively, the “Steinweg Digital Services”). By making use of our Steinweg Digital Services, you, whether as a guest or a registered owner, confirm that you accept these Steinweg Digital Services Terms and Conditions.

1.2 C. Steinweg Warehousing (F.E.) Pte. Ltd.（“世天威新加坡”）之通用条款和条件应适用于任何本世天威数字服务条款与条件尚未处理的事项，例如（但不限于）适用法律和管辖法院、费率和税率和/或支付条件。如果世天威新加坡的子公司在特定国家的条款和条件适用于您和世天威新加坡的子公司，则该等特定国家的条款和条件（不论在何种情况下）亦应当应适用于前述的任何事项。

The General Terms and Conditions of C. Steinweg Warehousing (F.E.) Pte. Ltd. (“Steinweg Singapore”) or, if the specific country terms and conditions of the subsidiary of Steinweg Singapore are applicable between you and that Steinweg Singapore subsidiary, those specific country terms and conditions, whichever the case may be, shall also apply to any issue which has not been dealt with by these Steinweg Digital Services Terms and Conditions, such as, but not limited to, applicable law and competent court, rates and tariffs, and/or payment conditions.

2. 条款的变更及世天威数字服务

Changes to terms and Steinweg Digital Services

2.1 我们可以修订本世天威数字服务条款与条件。我们将根据第 2.1 条在 https://www.steinweg.com/uploads/steinweg/conditions/digital_services_terms_and_conditions/singapor%20e_dstc.pdf 提供最新版的世天威数字服务条款与条件，包括其所有的修订、变更和/或补充。最新版的世天威数字服务条款与条件（包含所有该等修订、变更和/或补充）应当在我们确定的日期生效。自我们于 https://www.steinweg.com/uploads/steinweg/conditions/digital_services_terms_and_conditions/singapor%20e_dstc.pdf 提供最新版的世天威数字服务条款与条件（包含所有该等修订、变更和/或补充）之日起，您将被视为已知悉世天威数字服务条款与条件的全部修订、变更和/或补充。您承诺将了解 https://www.steinweg.com/uploads/steinweg/conditions/digital_services_terms_and_conditions/singapor%20e_dstc.pdf 所提供的最新版本的世天威数字服务条款与条件中包含的所有修订、变更和/或补充并关注前述事宜的更新，或如您要求，我们向您免费发送最新版本的世天威数字服务条款与条件。

We may revise these Steinweg Digital Services Terms and Conditions. We shall make available the latest version of these Steinweg Digital Services Terms and Conditions containing all amendments, variations and/or supplements to the same made in accordance with this paragraph 2.1 at https://www.steinweg.com/uploads/steinweg/conditions/digital_services_terms_and_conditions/singapore_dstc.pdf. The latest version of these Steinweg Digital Services Terms and Conditions containing all such amendments, variations and/or supplements shall take effect on such date determined by us. You shall be deemed to have taken notice of all amendments, variations and/or supplements to these Steinweg Digital Services Terms and Conditions on the date we make available the latest version of these Steinweg Digital Services Terms and Conditions containing all such amendments, variations and/or supplements made available at

https://www.steinweg.com/uploads/steinweg/conditions/digital_services_terms_and_conditions/singapore_dstc.pdf. You undertake to keep itself apprised and updated on all such amendments, variations and/or supplements in the latest version of these Steinweg Digital Services Terms and Conditions made available at https://www.steinweg.com/uploads/steinweg/conditions/digital_services_terms_and_conditions/singapore_dstc.pdf or at request, will be sent to you free of charge.

2.2 我们可不时更新世天威数字服务，并可随时对其内容进行变更。我们将尽合理努力确保世天威数字服务保持最新，但是我们不保证世天威数字服务或其所含的任何内容将始终是最新的或不含错误或遗漏的。

We may update the Steinweg Digital Services from time to time, and may change the content at any time. While we will use reasonable endeavours to ensure that the Steinweg Digital Services remain up to date, we do not guarantee that the Steinweg Digital Services, or any content on it, will be up to date at all times or free from errors or omissions.

2.3 除本世天威数字服务条款与条件之外，其他的条款和条件视具体情况也可依据相应文件、额外的业务函件之规定适用于世天威数字服务。若世天威数字服务条款与条件中的任何条款与其他条款和条件有任何冲突，应以其他条款和条件为准。

In addition to these Steinweg Digital Services Terms and Conditions, other terms and conditions may apply to a Steinweg Digital Service, as set out in the respective document or additional correspondence, as the case may be. In the event of a conflict between any provision of these Steinweg Digital Services Terms and Conditions and these other terms and conditions, the other terms and conditions shall prevail.

3. 访问世天威数字服务

Accessing the Steinweg Digital Services

3.1 我们不保证世天威数字服务或其上所含的任何内容将始终可用或不中断。

We do not guarantee that the Steinweg Digital Services, or any content on it, will always be available or be uninterrupted.

3.2 如果世天威数字服务因为任何原因在任何时间或任何期间不可用，或您因在任何时间或任何期间不能访问世天威数字服务而遭受任何索赔、损失、损害、费用或成本，我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）均不向您承担责任。

We (including our officers, directors, agents, employees, affiliates and related corporations) will not be liable to you if for any reason the Steinweg Digital Services are unavailable at any time or for any period, or if any claim, loss, damage, expense or cost is suffered by you by reason of your inability to access the Steinweg Digital Services at any time or for any period.

3.3 如在服务中断期间您已经为使用世天威数字服务全部或部分支付了任何费用，您将无权获得已支付的费用的退款。

You will not be entitled to any refund of any fees (or any portions thereof) paid by you for the use of the Steinweg Digital Services during such period of interruption.

4. 您的账号和密码

Your account and password

4.1 如果您选择或已收到用户识别码、密码或任何其他信息作为我们安全程序的一部分，您必须将该等信息视为保密信息，并不得将该等信息透露给任何第三方。

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

4.2 如果我们有合理理由认为您未能遵守本世天威数字服务条款与条件或者其他我们与您签署的有关世天威数字服务的书面协议，我们有权在任何时候禁用任何用户的识别码或密码，不论该等识别码或密码是您选择的还是我们分配的。

We have the right to disable any user identification code or password, whether chosen by you or allocated by

us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Steinweg Digital Services Terms and Conditions or any other written agreement entered into with us relating to the use of the Steinweg Digital Services.

4.3 您同意对您的世天威数字服务用户账号下发生的任何的活动承担责任。您同意对所有由于发生在您的用户账号下的活动而导致的诉讼、索赔、法律程序、成本和损害，以及所有法律费用或者其他任何费用承担全部责任并向我们全额赔偿。

You agree to accept responsibility for all activities on the Steinweg Digital Services that occur under your user account. You agree to bear all liability and fully indemnify us against all actions, claims, proceedings, costs and damages and all legal costs or other expenses arising out of any activity that occurs under your user account.

5. 知识产权

Intellectual property rights

5.1 我们是世天威数字服务以及任何发行载体所包含的一切知识产权的所有权人或被许可人，该等作品受世界各地著作权法律和条约的保护。所有与此相关的权利均被保留。

We are the owner or the licensee of all intellectual property rights in the Steinweg Digital Services, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

5.2 您同意未经我们书面明确许可，不得对世天威数字服务的任何内容进行复制、翻印、修改、制作衍生作品、发行、或公开陈列。如果您被授予前述许可，我们作为世天威数字服务内容的作者之地位必须始终被承认。

You agree not to copy, reproduce, modify, create derivative works from, distribute, or publicly display any content from the Steinweg Digital Services without our expressed written permission. In the event that such permission is given, our status as the author of the content on the Steinweg Digital Services must always be acknowledged.

6. 禁止使用

Prohibited uses

6.1 您仅可为了合法目的使用世天威数字服务。在使用世天威数字服务时，您不得：
You may use the Steinweg Digital Services only for lawful purposes. In using the Steinweg Digital Services, you will not:

- **(a)** 违反任何适用的地方性、国家性或国际法律或法规；
  breach any applicable local, national or international law or regulation;
- **(b)** 从事非法或欺诈性的，或具有非法或欺诈性目的或效果的活动；
  engage in activity that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- **(c)** 以通过任何方式伤害或意图伤害未成年人为目的而使用世天威数字服务；
  use them for the purpose of harming or attempting to harm minors in any way;
- **(d)** 发送、故意接收、上传、下载、使用或再使用任何不符合第 13 条设定的内容标准的任何材料；
  send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in paragraph 13;
- **(e)** 干涉任何其他用户使用世天威数字服务；
  interfere with any other user's use of the Steinweg Digital Services;
- **(f)** 实施任何可能破坏世天威数字服务系统反馈或评分系统的行为；
  take any action that may undermine the Steinweg Digital Services's feedback or ratings systems;
- **(g)** 未经其他用户同意，收集或以其他方式获取任何其他用户的信息，包括电子邮件地址；
  harvest or otherwise collect information about any other users, including email addresses, without their consent;
- **(h)** 利用世天威数字服务传输，或促使任何未经同意或未经授权的广告、促销材料或其他任何形式的类似的招揽性材料的发送；或
  use them to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation; or
- **(i)** 故意传输，发送或上传任何含有病毒、木马程序、蠕虫病毒、按键记录软件、间谍软件、广告软件的数据或材料，或含有其他任何被设计成旨在对计算机软件或系统的运行造成不利影响的有害程序的数据或材料。
  knowingly transmit any data, send or upload any material that contains viruses, Trojan horses,

worms, keystroke loggers, spyware, adware or any other harmful programmes designed to adversely affect the operation of any computer software or hardware.

6.2 您同意不会无授权访问、干涉、损害或扰乱：
You agree not to access without authority, interfere with, damage or disrupt:

(a) 世天威数字服务的任何部分；
any part of the Steinweg Digital Services;

(b) 任何储存世天威数字服务的设备或网络；
any equipment or network on which the Steinweg Digital Services is stored;

(c) 任何为提供世天威数字服务使用的软件；或
any software used in the provision of the Steinweg Digital Services; or

(d) 由任何第三方拥有或使用的设备、网络或软件。
any equipment or network or software owned or used by any third party.

7. 服务

Services

7.1 我们将尽合理努力使世天威数字服务一天 24 小时、一周 7 天可用，但是第 7.2 条提及的计划停机维护时间以及不可预见的情况除外。

We will use reasonable efforts to make the Steinweg Digital Services available 24 hours a day, 7 days a week, except for planned downtime for maintenance and unforeseen circumstances as mentioned in paragraph 7.2.

7.2 您理解并同意，在世天威认为有必要且实施定期维护程序或维修时，世天威数字服务可能在正常营业时间内不时发生不可用或无法操作的情形。

You understand and agree that from time to time the Steinweg Digital Services may be inaccessible or inoperable during normal business hours in the event of periodic maintenance procedures or repairs which Steinweg deems necessary and may undertake.

7.3 如果发现任何实质性缺陷，您同意向世天威提供充分的细节使我们核实并再现该等错误，且我们应当尽商业上合理的勤勉努力纠正该等缺陷。

In the event of discovery of any material defect, you agree to provide Steinweg with sufficient detail to allow us to verify and reproduce the error and we shall use commercially reasonable diligence to endeavor to correct such defect.

7.4 如果软件系统出现故障，我们将保证原本通过世天威数字服务提供的服务将由运营团队来执行，而不论这样做可能存在任何限制。由于使用世天威数字服务并非履行我们的物流义务的强制条件，因此我们所提供服务的连续性将得到保障。

In the event of a software system failure we will ensure that the services offered by means of the Steinweg Digital Services will be executed by the operational team regardless of any limitations this may entail. Continuity of the services provided by us will be safeguarded as usage of the Steinweg Digital Services is not mandatory to fulfill our logistical obligations.

8. 非保证

No warranties

8.1 虽然我们将尽合理努力以更新世天威数字服务的信息和内容，我们不对世天威数字服务内容的准确性、完整性和时效性作出任何明示或默示的陈述、保证或担保。我们也不会以明示或默示方式进行陈述、保证或担保世天威数字服务将符合您的特定要求，或世天威数字服务能够不中断、保持及时、安全或无错误。

Although we make reasonable efforts to update the information and content on the Steinweg Digital Services, we make no representations, warranties or guarantees, whether express or implied, that the content on the Steinweg Digital Services is accurate, complete or up-to-date. Nor do we make representations, warranties or guarantees, whether express or implied, that the Steinweg Digital Services will meet your specific requirements or that the Steinweg Digital Services will be uninterrupted, timely, secure or error-free.

8.2 我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）不对由您依赖通过世天威数字服务获取的信息而导致的任何索赔、损失、损害、费用、成本承担责任。您有责任在基于世天威数字服务获取的任何内容采取或不采取任何行动之前对世天威数字服务提供信息的准确性、完整性和实用性进行评估。

We (including our officers, directors, agents, employees, affiliates and related corporations) will not be liable for any claim, loss, damage, expense or cost caused by your reliance on information obtained through the Steinweg Digital Services. It is your responsibility to evaluate the accuracy, completeness and usefulness of any content provided before taking, or refraining from, any action on the basis of any content on the Steinweg Digital Services.

9. 指示

Instructions

9.1 您或您的授权用户可以在访问世天威数字服务的过程中不时向我们提供特定的电子指示。

You or your Authorised Users may from time to time, and in the course of accessing the Steinweg Digital Services, provide certain Electronic Instructions to us.

9.2 如果对于世天威数字服务的任何使用或访问可以追溯至您或您授权用户的安全码，您同意受该等访问或使用行为的约束（不论该等访问或使用是否经您授权）。您同意并承认，任何可溯至您或您授权用户的安全码的、对世天威数字服务的访问或使用，均应（视具体情况）被视为：
You agree to be bound by any access or use of the Steinweg Digital Services (whether such access or use is authorised by you or not) which are referable to your Security Codes or those of your Authorised Users. You agree and acknowledge that any use of or access to the Steinweg Digital Services referable to your Security Codes or those of your Authorised Users and any Electronic Instructions shall be deemed to be, as the case may be:

(a) 您或您的授权用户使用或访问世天威数字服务；或
use of or access to the Steinweg Digital Services by you or your Authorised Users; or

(b) 由您或您的授权用户传输或有效签发的电子指示。为免生疑义，任何该等已签发的电子指示应视为已由具有签发该等电子指示的权限和能力的人有效签发。
Electronic Instructions transmitted or validly issued by you or your Authorised Users. For the avoidance of doubt, any such Electronic Instructions issued shall be deemed to have been validly issued by persons who have the authority and capacity to issue such Electronic Instructions.

您进一步同意我们（包括管理人员、董事、代理人、员工、关联方和关联企业）以及提供者应有权（但无义务）基于上述判断而采取行动、合理信赖前述行为，并仅向您追责，就如同前述访问和使用行为是由您或您的授权用户实施或传输的，并且您放弃就由此引起的任何索赔、损失、损害、成本或费用而向我们（包括管理人员、董事、代理人、员工、关联方和关联企业）和提供者主张任何权利和救济。您将对电子指示负责并应当对其承担责任。

You further agree that we (including our officers, directors, agents, employees, affiliates and related corporations) and the Providers shall be entitled (but not obliged) to act upon, rely on or hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you or your Authorised Users and you waive all rights and remedies against us (including our officers, directors, agents, employees, affiliates and related corporations) and the Providers in respect of any claim, loss, damage, expense or cost thereby arising. You will be responsible and shall be liable for all Electronic Instructions.

9.3 我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）以及提供者没有任何义务调查电子指示发送者的真实性或权限，或者确认电子指示的准确性和完整性。相应地，我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）以及提供者可以(a)将电子指示视为有效且对您有约束力；(b)向电子指示签发人披露您的信息，即使前述人员对世天威数字服务（包括您的用户账号）实施了未经授权的访问，或电子指示存在错误、欺诈、伪造、不清楚或使人误解之处。任何您或您的授权用户因使用世天威数字服务而产生的任何索赔、损失、损害、费用或成本均由您自行承担风险，且我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）对此不承担任何责任。

We (including our officers, directors, agents, employees, affiliates and related corporations) and the Providers are under no obligation to investigate the authenticity or authority of persons effecting the Electronic Instructions or to verify the accuracy and completeness of the Electronic Instructions. Accordingly,

we (including our officers, directors, agents, employees, affiliates and related corporations) and the Providers may (a) treat the Electronic Instructions as valid and binding on you; and/or (b) reveal your information to such persons notwithstanding any unauthorised access to the Steinweg Digital Services (including your user account), error, fraud, forgery, lack of clarity or misunderstanding in the terms of the Electronic Instructions. Any claim, loss, damage, expense or cost resulting from the use of the Steinweg Digital Services by you or your Authorised Users is entirely at your own risk and we (including our officers, directors, agents, employees, affiliates and related corporations) shall not be liable therefor.

9.4 所有的电子指示一经世天威数字服务传输则都将被视为不可撤销的和无条件的，且我们应有权（但无义务）在没有您的进一步同意且没有向您进一步确认或通知的情况下使电子指示生效、履行或处理该等电子指示。尽管如此，在特定情形下您可以要求撤销或修改电子指示，为此我们将尽商业上之合理努力赋予该等撤销和修改相应的效力。然而，尽管有前述条款，我们并无义务对任何关于撤销或修改任何电子指示的请求赋予效力。

All Electronic Instructions will be deemed to be irrevocable and unconditional upon transmission through the Steinweg Digital Services and we shall be entitled (but not obliged) to effect, perform or process such Electronic Instruction(s) without your further consent and without any further reference or notice to you. Nevertheless, in certain circumstances you may request to cancel or amend the Electronic Instructions which we will endeavour to give effect to on a commercially reasonable efforts basis. However, notwithstanding the foregoing, we are not obliged to give effect to any request to cancel or amend any Electronic Instruction.

9.5 通过世天威数字服务发送的电子指示可能因未被我们收到而未得到执行或处理，由此产生的任何索赔、损失、损害、费用或成本，或因世天威数字服务系统内任何失灵、故障或错误所导致的索赔、损失、损害、费用或成本，我们均不承担责任。因此，建议您通过世天威数字服务或其他方式检查此类电子指示的状态。除我们另行声明或经我们全权另行决定的情形外，我们在工作日下午 3 时之后（在接收仓库的当地时间）或非工作日收到的任何电子指示，将被视为在下一个工作日收到的电子指示。

Electronic Instructions sent through the Steinweg Digital Services may not have been received by us and accordingly, may not be carried out or processed, and we are not liable for any claim, loss, damage, expense or cost which thereby arises or which otherwise arises as a result of any glitch, malfunction or fault within the Steinweg Digital Services. You are therefore advised to check on the status of such Electronic Instructions via the Steinweg Digital Services or otherwise. Unless otherwise stated or determined in our sole and absolute discretion any Electronic Instruction received by us after 3.00 p.m. (local time at the receiving warehouse) on a business day or on a non-business day will be treated as an Electronic Instruction received on the next business day.

9.6 您承认并同意我们在任何时候、可自行全权决定且无需陈述理由：

You acknowledge and agree that we may at any time at our sole and absolute discretion and without stating reasons:

(a) 要求您通过替代性方式表明您自己的身份；

require that you identify yourself by alternative means;

(b) 要求通过替代性方式（以书面形式亲自在分支机构、通过传真等）确认任何电子指示；

require any Electronic Instructions to be confirmed through alternative means (in writing given in person at a branch, by fax, etc.);

(c) 避免对任何电子指示立即采取行动，以便能够先验证任何电子指示的真实性或您的身份；和/或

refrain from acting promptly upon any Electronic Instructions in order to verify the authenticity of any Electronic Instructions or your identity; and/or

(d) 如出现以下情形下，在任何时间均拒绝对任何电子指示采取行动且无需事先通知或给与任何理由：

decline to act on any Electronic Instructions at any time without prior notice or giving any reason, where:

(i) 该电子指示和您的其他电子指示或指示、信息和/或数据相比含糊不清、不完整或不一致；

the Electronic Instructions are ambiguous, incomplete or inconsistent with your other Electronic Instructions or instructions, information and/or data;

(ii) 该电子指示因以下原因已失效、已经被宣告无效或被撤销：（1）由于不符合适用的条件；（2）由于未能从政府监管部门或政府机构处取得适用的许可；（3）被任何相关的政府监管部门或政府机构宣告无效或撤销；（4）根据任何有管辖权的法院、其他政府机构或仲裁庭的命令被宣告无效或撤销，不论前述每种情形下相关机构位于何处；

the Electronic Instructions have lapsed or have been rendered or declared invalid or cancelled (1) due to failure to comply with applicable conditions; (2) due to failure to obtain the applicable approvals from any relevant regulatory authority or governmental body; (3) by any relevant regulatory authority or governmental body; or (4) pursuant to any order of any competent court or other authority or tribunal, in each case, wherever situated;

(iii) 由于任何超出我们合理控制范围的干扰，该电子指示无法被处理；或

the Electronic Instructions cannot be processed due to any disruptions that are beyond our reasonable control; or

(iv) 我们认为还有其他理由拒绝根据电子指示采取行动或立即采取行动，且该等拒绝的行为不会给我们招致任何由此产生的损失、责任或费用。

in our sole opinion, there are any other grounds to decline to act or to act promptly on the Electronic Instructions, without incurring any responsibility for loss, liability or expense arising out of so declining to act.

9.7 您同意并承认电子指示可能不会被立即、全天候或及时处理，且我们不会对由于我们或任何处理您的电子指示的提供者的迟延而导致您遭受的任何索赔、损失、损害、费用或成本承担任何责任。

You agree and acknowledge that Electronic Instructions may not be processed immediately, around the clock or in a timely manner, and that we will not thereby be liable for any claim, loss, damage, expense or cost suffered by you as a result of any delay by us or by any Provider through whom your Electronic Instruction is transacted.

9.8 您应当对保证电子指示的准确性、充分性和完整性自行负责，且我们无义务确认该等指示的准确性、充分性和完整性。您同意我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）对您由于任何电子指示在任何方面的不准确、不充分或不完整而遭受的索赔、损失、损害、费用或成本不承担任何责任。

You shall be solely responsible for ensuring the accuracy, adequacy and completeness of the Electronic Instructions and that we shall not be obliged to verify the accuracy, adequacy and completeness of such instructions. You agree that we (including our officers, directors, agents, employees, affiliates and related corporations) shall not be liable for any claim, loss, damage, expense or cost suffered by you as a result of any Electronic Instructions being inaccurate, inadequate or incomplete in any way.

9.9 当我们选择按照电子指示采取行动时，我们系基于商业上之合理努力而采取行动，且我们不对以合理方式履行电子指示期间的任何作为或不作为承担责任。

Where we choose to act on Electronic Instructions, we act on a commercially reasonable efforts basis and are not responsible for any acts and omissions while acting in a reasonable manner in discharging the Electronic Instructions.

9.10 您同意并承认，在双方发生冲突时，您不得对您的电子指示和我们的电子数据作为证据的可用性提出异议。您的电子指示和我们的电子数据作为书证具有同等的证据效力。

You agree and acknowledge that you shall not dispute the admissibility of your Electronic Instructions and of our electronic data as evidence in the event of a mutual conflict. Your Electronic Instructions and our electronic data have the same evidential value as written documents.

9.11 为了本世天威服务条款与条件之目的：

For the purposes of these Steinweg Digital Services Terms and Conditions:

(a) “授权用户”指任何您授权（或视为被您授权）访问和/或使用与您用户账号相关的世天威数字服务的人士；

“Authorised User” means any person that you have authorised or are deemed to have authorised to

access and/or use the Steinweg Digital Services in relation to your user account;

(b) “电子指示”指我们通过世天威数字服务获得的，可溯至您或您授权用户的安全码的（包括任何人使用您或您授权用户的安全码的情形，不论该等使用是否经过您或您授权用户的授权），您或您授权用户发出的或声称来自于您或您授权用户的任何通讯、指示、命令、消息、数据、信息或其他材料；

"Electronic Instructions" means any communication, instruction, order, message, data, information or other materials received by us via the Steinweg Digital Services and referable to your Security Codes or those of your Authorised Users (including use of your Security Codes or those of your Authorised Users by any person, whether authorised or unauthorised by you or your Authorised Users), from you or purporting to come from you or from your Authorised Users or purporting to come from your Authorised Users;

(c) “提供者”指：

"Provider" means:

(i) 任何不时地、直接或间接通过世天威数字服务参与或涉及服务提供或产品提供的人、事务所、经纪人、公司或组织（包括任何第三方）；

any person, firm, broker, company or organization, including any third party, which, from time to time, participates or is involved, directly or indirectly, in providing services or products through the Steinweg Digital Services;

(ii) 任何我们外包特定功能或服务，或提供与我们运营业务有关的行政、电信、计算机、支付、催收、安全、结算、信用咨询、支票或其他服务或设施的个人或组织；

any person or organization to whom we outsource certain functions or activities or who provide administrative, telecommunication, computer, payment, collection, security, clearing, credit reference or checking, or other services or facilities to us relating to the operation of our business;

(iii) 任何数字认证机构、政府监管部门、电子、计算机、电信、金融或卡务机构、数据中心、设备管理或托管服务提供者、呼叫中心、外包服务提供者、互联网服务提供者、设备和软件提供者以及涉及世天威数字服务运营或不时提供任何其他辅助或支持服务的其他服务提供者和/或网络提供者；和

any digital certification authority, regulatory authority, electronic, computer, telecommunication, financial or card institution, data centre, facilities management or hosting service provider, call centre, outsourced service provider, Internet service provider, equipment and software providers and other service provider and/or network provider involved in operating the Steinweg Digital Services or providing any other ancillary or supporting service from time to time; and

(iv) 我们为了制作、打印、邮寄、存储和/或归档任何出现您姓名和/或其他内容的文件或物品，或任何数据、记录或文件的代理人、存储或归档服务提供者（包括但不限于任何电子存储、档案或记录设备的提供者）；和

our agents or storage or archival service providers (including but not limited to any provider of any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storage, and/or filing any documents or items on which your name and/or other particulars appear, or any data or records or any documents whatsoever; and

(d) “安全码”指我们不时签发的、为了访问和使用世天威数字服务之用途的（或与此相关的）个人或登录身份识别码、生物数据、其他代码和访问程序。

"Security Codes" means personal or log-on identification numbers, biometric data and other codes and access procedures for use in connection with access to and use of the Steinweg Digital Services issued by us from time to time.

10. **授权用户**

Authorised Users

10.1 您承认并确认任何授权用户均受限于任何我们可能施加的限制，每个授权用户均已经分别得到您的授权，能够通

过世天威数字服务代表您发送指令或指示，并在其访问和/或使用世天威数字服务时应作为您的代理人的身份做出与您的用户账号相关的行为，且前述行为不会影响其交易时任何其他行为能力。

You acknowledge and confirm that any Authorised Users are, subject to any restrictions that we may impose, severally empowered and authorised to give orders or instructions through the Steinweg Digital Services on your behalf and shall act, without prejudice to any other capacity which such person may be transacting under, as your agent when accessing and/or using the Steinweg Digital Services, in relation to your user account.

10.2 您承认并同意所有授权用户的使用和/或访问世天威数字服务应被视为您的使用。本条款与条件中所有提及您使用世天威数字服务的条款和条件应被相应视为包括授权用户的使用和/或访问。您应促使并保证您的每一位授权用户均知晓并遵守本世天威数字服务条款与条件以及与您的用户账号有关的公司的隐私政策（该政策可能被不时修订、修改、补充或更新，最新版本可于 https://www.steinweg.com/uploads/steinweg/privacy_policy/singapore_privacy_policy.pdf 获取）（"隐私政策"）。

You acknowledge and agree that all use and/or access of the Steinweg Digital Services by the Authorised Users shall be deemed your use. All references to your use of the Steinweg Digital Services shall be deemed to include the Authorised User's use and/or access where applicable. You shall procure and ensure that each of your Authorised Users is aware of and complies with these Steinweg Digital Services Terms and Conditions and the Privacy Policy of the Company (which may be amended, varied, supplemented or updated from time to time and is made available at https://www.steinweg.com/uploads/steinweg/privacy_policy/singapore_privacy_policy.pdf) (the "Privacy Policy") in relation to your user account.

10.3 如果授权用户访问和/或使用与您的用户账号有关的世天威数字服务的授权已经被撤回，您有义务立即通知我们，并对由于该等人士未经授权访问和/或使用世天威数字服务而产生的任何损失、损害、费用或成本自行承担责任。您应当充分赔偿我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）并使我们免受因前述用户未经授权访问和/或使用世天威数字服务而引起或遭受的任何索赔、损失、损害、费用或成本。

If the authorisation of the Authorised User to access and/or use the Steinweg Digital Services in relation to your user account has been withdrawn, you are obliged to inform us immediately and you shall be liable for any loss, damage, expense or costs resulting from the unauthorised access and/or use of the Steinweg Digital Services by such user. You will fully indemnify and hold us (and our officers, directors, agents, employees, affiliates and related corporations) harmless from any claim, loss, damage, expense or costs suffered due to or arising out of the unauthorised access and/or use of the Steinweg Digital Services by such user.

10.4 若您以授权用户的身份使用或访问世天威数字服务，您同意：

Where you are using or accessing the Steinweg Digital Services as an Authorised User, you agree that:

(a) 世天威数字服务条款与条件及隐私政策应适用于任何该等使用；以及

these Steinweg Digital Services Terms and Conditions and the Privacy Policy shall apply to any such use; and

(b) 您应受任何与该等使用相关且适用于您的所有其他条款和条件之约束并遵守之。

you shall be bound by and shall comply with all other terms and conditions or restrictions applicable to you in connection with such use.

11. 向世天威数字服务上传内容

Uploading content to the Steinweg Digital Services

11.1 您保证您向世天威数字服务上传的任何内容（包括描述、评论、意见和照片）均符合我们于以下第 13 条设定的内容标准。您将对我们承担责任并向我们赔偿所有由您违反本条保证引起的诉讼、索赔、法律程序、成本和损害以及所有的法律费用或者其他的任何费用。

You warrant that any content you upload to the Steinweg Digital Services (including descriptions, reviews, comments and photos) complies with our content standards as set out in paragraph 13 below. You will be liable to us and indemnify us against all actions, claims, proceedings, costs and damages and all legal costs or other expenses arising out of your breach of this warranty.

11.2 如果您确实上传了内容，您将被视为授予我们非排他性、免版权费、永久、不可撤销且可转授权的权利，通过各种媒体在世界各地使用、翻印、修正、改编、出版、翻译、由该内容制作衍生作品、发行以及显示该等内容的权利。

If you do upload content, you are deemed to have granted us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media.

11.3 我们有权向任何声称您发布或上传至世天威数字服务的内容对其知识产权或其他任何合法权利构成侵权的第三方披露您的身份。

We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Steinweg Digital Services constitutes a violation of their intellectual property rights, or any other legal rights.

11.4 您陈述并保证您享有或控制您所发布内容的所有权利，且该内容准确，对您所提供内容的使用不会违反本世天威数字服务条款与条件且不会对任何人或实体造成伤害。我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）不对您在世天威数字服务发布的任何内容的内容或准确性负责或承担责任，且您同意承担全部责任并向我们全额赔偿所有由您违反本保证引起的诉讼、索赔、法律程序、成本和损害，以及所有的法律费用或者其他任何费用。

You represent and warrant that you own or otherwise control all of the rights to the content that you post, that the content is accurate, that use of the content you supply does not violate these Steinweg Digital Services Terms and Conditions and will not cause injury to any person or entity. We (including our officers, directors, agents, employees, affiliates and related corporations) will not be responsible or liable for the content or accuracy of any content posted by you on the Steinweg Digital Services and you agree to bear all liability and fully indemnify us against all actions, claims, proceedings, costs and damages and all legal costs or other expenses arising out of your breach of this warranty.

11.5 如果我们认为相关内容不符合我们在第 13 条设定的内容标准，我们有权移除任何您向世天威数字服务上传的内容。

We have the right to remove any content that you upload to the Steinweg Digital Services if, in our opinion, the content does not comply with our content standards as set out in paragraph 13.

12. 链接至世天威数字服务

Linking to the Steinweg Digital Services

12.1 您可以链接至世天威数字服务，前提是您的链接方式应当公平、合法且不损害或利用我们的声誉。链接至世天威数字服务时，世天威数字服务不得被用于损害其他任何站点。

You may link to the Steinweg Digital Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. When linking to the Steinweg Digital Services, the Steinweg Digital Services must not be framed on any other site.

12.2 如无相应事实，您不得以建立链接的形式，暗示您与我方有任何形式的合作关联或者获得我方批准或背书。

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

13. 内容标准

Content standards

13.1 您向世天威数字服务上传的所有内容必须符合以下要求：
All content that you upload on the Steinweg Digital Services must:

(a) 如果相关内容陈述事实，该事实应准确；
be accurate (where they state facts);

(b) 如果相关内容表达观点，该观点应真诚；

be genuinely held (where they state opinions); and

(c) 符合相关内容发布国家的适用法律。
comply with applicable law in any country from which they are posted.

13.2 您向世天威数字服务上传的所有内容不得：
All content that you upload on the Steinweg Digital Services must not:

(a) 包含对任何人士的任何诽谤的材料；
contain any material which is defamatory of any person;

(b) 包含任何淫秽、冒犯性、憎恨性质或具有煽动性的材料；
contain any material which is obscene, offensive, hateful or inflammatory;

(c) 宣传具有性明示的材料；
promote sexually explicit material;

(d) 宣传暴力；
promote violence;

(e) 宣传基于种族、性别、宗教、国籍、残疾、性取向或年龄的歧视；
promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

(f) 侵犯任何其他人士的著作权、数据库权或商标；
infringe any copyright, database right or trade mark of any other person;

(g) 有可能欺骗任何人士；
be likely to deceive any person;

(h) 内容的制作违反您对任何第三方的法律义务，例如合同义务或保密义务；
be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

(i) 宣传任何非法活动；
promote any illegal activity;

(j) 威胁、滥用或侵犯其他人的隐私，或造成困扰、不便或不必要的焦虑；
be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

(k) 可能会使任何其他人士被骚扰、沮丧、尴尬、惊恐或恼怒；
be likely to harass, upset, embarrass, alarm or annoy any other person;

(l) 用于冒充任何人，或歪曲您的身份或您与任何人的关联关系；
be used to impersonate any person, or to misrepresent your identity or affiliation with any person;

(m) 让人觉得是来源于我们（如果材料并非来自于我们）；
give the impression that they emanate from us, if this is not the case; or

(n) 提倡、宣传或协助任何非法行为，例如著作权侵权或计算机滥用。
advocate, promote or assist any unlawful act such as copyright infringement or computer misuse.

14. 中止和终止

Suspension and termination

14.1 我们将自行全权判定您在使用世天威数字服务的过程中是否违反本世天威数字服务条款与条件。

We will determine, in our sole and absolute discretion, whether there has been a breach of these Steinweg Digital Services Terms and Conditions through your use of the Steinweg Digital Services.

14.2 若出现违反本世天威数字服务条款与条件的情况，我们可以采取我们认为适当的行动，包括：

When a breach of these Steinweg Digital Services Terms and Conditions has occurred, we may take such action as we deem appropriate, including:

(a) 即时、临时或永久撤销您使用世天威数字服务的权利；
the immediate, temporary or permanent withdrawal of your right to use the Steinweg Digital Services;

(b) 即时、临时或永久移除任何您向世天威数字服务上传的发布内容或材料；
the immediate, temporary or permanent removal of any posting or material uploaded by you to the Steinweg Digital Services;

(c) 向您发出警告；
the issue of a warning to you;

(d) 针对您提起法律诉讼；
legal action against you; and

(e) 向执法部门披露我们合理地认为确有必要的信息。
the disclosure of such information to law enforcement authorities as we reasonably deem necessary.

14.3 如果出现任何根据第 14 条的终止或中止，您将无权得到为使用世天威数字服务而预付费用的全部或任何部分的退款。

In the event of any termination or suspension pursuant to this paragraph 14, you will not be entitled to any refund of any fees (or any portions thereof) paid by you in advance for the use of the Steinweg Digital Services.

15. 责任限额

Limitation of our liability

15.1 在适用法律允许的最大范围内，且在不减损本世天威数字服务条款与条件的任何其他限制的前提下，我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）不对您、向您索赔或通过您提出索赔的任何其他方就下列损害承担责任，无论索赔是基于合同、侵权（包括过失或违反法定义务）还是在其他方面，除非是由于(a)我们一方的重大过失，或(b)我们董事会或管理层的作为和不作为所直接导致的，且前述主体明知会产生该损害的情况下，(i)故意或(ii)过失地造成该等损害：
To the fullest extent permitted by applicable law and without prejudice to any other limitations in these Steinweg Digital Services Terms and Conditions and unless otherwise directly caused by (a) gross negligence on our part or (b) an act or omission on the part of our board or management, done either (i) with the intent to cause that damage or (ii) recklessly and with the knowledge that such damage would result therefrom, we (including our officers, directors, agents, employees, affiliates and related corporations) will not be liable to you or anyone claiming under or through you whether in contract, tort (including negligence or breach of statutory duty) or otherwise for:

(a) 因通过世天威数字服务发送或接收、或者未发送或未接收的任何资料或数据，或者因通过世天威数字服务达成的任何交易所产生的任何权利主张、损失、损害、费用或支出；
any claim, loss, damage, expense or cost arising from any material or data sent or received or not sent or received or any transactions entered into through the Steinweg Digital Services;

(b) 任何其他方的威胁、诽谤、淫秽、攻击性或非法内容或行为，或任何对其他方权利（包括知识产权）的侵犯；
any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another party's rights, including intellectual property rights;

(c) 任何由于使用或无法使用世天威数字服务而产生的或与此相关的(i)结果性的、特殊的、间接的、偶然的、惩罚性的或惩戒性的损害、支出、花费或损失，(ii)利润损失、收入损失、收益损失、数据或数据使用损失、利息损失、公共设施损失、机会成本损失、业务或预期存款的损失，(iii)任何运输工具（水路或陆路）滞留的损失或速遣费或（iv）市场占有率减少的损失，无论其产生是基于侵权、合同、或根据法律或其他原因；
any (i) consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses, (ii) loss of profits, income, revenue, data or data use, interest, utility, opportunity costs, or business or anticipated savings (iii) loss of demurrage of any means of transport (floating or rolling) or dispatch money or (iv) loss of market, whether in tort, contract, under statute or otherwise, by reason of

or in connection with the use of, or inability to use the Steinweg Digital Services;

(d) 因您使用世天威数字服务、下载世天威数字服务或可链接到的网站的任何内容，可能感染您的计算机设备、计算机程序、数据或其他专有资料的病毒、分布式阻断服务攻击或其他技术上有害的材料所导致的任何索赔、损失、损害、费用或成本；
any claim, loss, damage, expense or cost caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of the Steinweg Digital Services or to your downloading of any content on it, or on any website linked to it;

(e) 由于使用或无法使用世天威数字服务而产生的任何索赔、损失、损害、费用或成本；
any claim, loss, damage, expense or cost arising from the use of, or inability to use, the Steinweg Digital Services;

(f) 由于使用或依赖世天威数字服务上显示的任何内容而产生的任何索赔、损失、损害、费用或成本；
any claim, loss, damage, expense or cost arising from the use of or reliance on any content displayed on the Steinweg Digital Services;

(g) 由世天威数字服务上链接到的网站内容引起的任何索赔、损失、损害、费用或成本；
any claim, loss, damage, expense or cost arising from the content of websites linked on the Steinweg Digital Services;

(h) 因我们依赖您或您的授权用户的电子指示，或我们未能或延迟根据您或您的授权用户的任何电子指示行事而产生的或与之相关的任何索赔、损失、损害、费用或成本；或
any claim, loss, damage, expense or cost arising out of or in connection with our reliance on your or your Authorised Users' Electronic Instructions or our failure to act or delay in acting on any of your or your Authorised Users' Electronic Instructions for reasons set out herein; or

(i) 由于第三方服务提供者在世天威数字服务上提供的任何服务、应用程序的系统故障或失灵而产生的任何索赔、损失、损害、费用或成本。
any claim, loss, damage, expense or cost arising from the failure or malfunction of any of the services, applications or systems provided on the Steinweg Digital Services by a third party service provider.

15.2 受限于上述第 15.1 条，无论是基于合同、侵权（包括疏忽、或违反法定义务）或其他原因，就我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）在履行我们在本条款与条件项下对您承担的义务和责任时、因其任何违反、未履行对您的义务或违约而导致或产生的任何与全部损失、成本、费用、索赔或损害（无论是何性质或如何产生的），对于因每一相同原因引起的一项或一系列索赔，我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）向您承担的责任在任何情形下最多不超过十万（100,000）新加坡元。

Subject always to paragraph 15.1 above, our (including our officers, directors, agents, employees, affiliates and related corporations) liability to you whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, costs, expenses, claims or damages whatsoever and howsoever caused or arising from any breach, failure or default by us (including our officers, directors, agents, employees, affiliates and related corporations) in performing our obligations or duties to you hereunder shall in any event not exceed a maximum amount of S$100,000 for each occurrence or series of occurrences with the same cause.

16. 赔偿及喜马拉雅条款

Indemnity and Himalaya

16.1 您应当全额赔偿并使我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）免受由于您违反本世天威数字服务条款与条件、违反任何法律或侵犯任何第三方权利所导致或引起的任何索赔、损失、损害、费用或成本。我们保留自费对任何事项进行排他性辩护和控制的权利（否则将由您负责赔偿所有费用），在这种情况下您应当配合我们主张任何可用的辩护。

You will fully indemnify and hold us (and our officers, directors, agents, employees, affiliates and related corporations) harmless from any claim, loss, damage, expense or cost suffered due to or arising out of your breach of these Steinweg Digital Services Terms and Conditions, or your violation of any law or the rights of any third party. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

16.2 在适用法律允许的最大范围内，您承诺并保证您不会针对我们（或我们的管理人员、董事、代理人、员工、关联方和关联企业）提起、或允许其他方提起与您使用世天威数字服务或违反本世天威数字服务条款与条件相关的任何直接或间接法律索赔。

To the fullest extent permitted by applicable law, you undertake and warrant that you will not bring or allow to be brought any legal claim whether directly or indirectly arising in connection with your use of the Steinweg Digital Services or a breach of these Steinweg Digital Services Terms and Conditions, against us (or our officers, directors, agents, employees, affiliates and related corporations).

16.3 如果我们的雇员和/或受我们的委托为使用和访问世天威数字服务提供服务的分包商被追责的，该等主体有权援引本世天威数字服务条款与条件、或任何其他法律规定或合同规定中包含的任何责任限制和/或免责条款。

Should our employees and/or subcontractors whose services we employ for the use of and the access to the Steinweg Digital Services be held liable, such persons shall be entitled to invoke any limitation of and/or exemption from liability included in these Steinweg Digital Services Terms and Conditions or any other statutory provision or contractual provision.

17. 病毒

Viruses

17.1 我们将尽最大努力保持世天威数字服务的安全，但我们不保证世天威数字服务在任何时候都是安全的或不存在任何漏洞或病毒。对于由于世天威数字服务的任何漏洞或病毒所导致的任何索赔、损失、损害、成本或费用，我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）不对您或任何其他方承担任何责任。

We will exercise best endeavours to keep the Steinweg Digital Services secure, we do not guarantee that the Steinweg Digital Services will be secure or free from bugs or viruses at all times. We (including our officers, directors, agents, employees, affiliates and related corporations) will not be liable to you or any other party for any claim, loss, damage, expense or cost arising out of any bugs or viruses originating from the Steinweg Digital Services.

17.2 您有责任配置您的信息技术、计算机程序和平台，以便访问世天威数字服务。您应当使用自己的病毒防护软件。

You are responsible for configuring your information technology, computer programmes and platform in order to access the Steinweg Digital Services. You should use your own virus protection software.

17.3 您不得针对世天威数字服务从事下列活动：
You must not carry out the following activities against the Steinweg Digital Services:

(a) 滥用世天威数字服务，用于故意引入恶意或对技术有害的病毒、木马、蠕虫或其他材料；
misuse the Steinweg Digital Services by knowingly introducing viruses, Trojans, worms or other material which is malicious or technologically harmful;

(b) 获得或试图获得对世天威数字服务、存储世天威数字服务的服务器或与世天威数字服务连接的任何服务器、计算机或数据库的未经授权的访问；或
gain, or attempt to gain, unauthorised access to the Steinweg Digital Services, the server(s) on which the Steinweg Digital Services is/are stored or any server, computer or database connected to the Steinweg Digital Services; or

(c) 通过阻断服务攻击或分布式阻断服务攻击来攻击世天威数字服务。
attack the Steinweg Digital Services via a denial-of-service attack or a distributed denial-of service attack.

18. 安全

Security

18.1 您和世天威数字服务之间的某些数据传输通过安全服务器进行，并受安全套接层（SSL）技术保护。通过世天威数字服务提供的某些服务可能要求您使用密码和数字签名。尽管我们将尽合理努力提供合理的预防措施以保护从您处收到的保密信息，但我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）无须就通过互联网传输信息所产生的或与之相关的任何索赔、损失、损害、费用或成本向您承担责任。我们不陈述、保证或承诺，通过互联网进行的任何信息传输是安全的，或该等传输不存在任何延迟、中断、拦截或错误。

Certain data transmissions between you and the Steinweg Digital Services are conducted through secure servers and protected by Secure Socket Layer (SSL) technology. Certain services provided via the Steinweg Digital Services may require you to use passwords and digital signatures. While we will use reasonable endeavours to provide reasonable precautions to protect confidential information received from you, we (including our officers, directors, agents, employees, affiliates and related corporations) shall not be liable to you for any claim, loss, damage, expense or cost arising out of or in connection with the transmission of information over the Internet. We do 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.

18.2 您承认下列与互联网相关的风险：
You acknowledge the following Internet-related risks:

(a) 技术知识不足和缺乏安全预防措施会使未经授权的第三方更容易进入您的系统或设备（例如，硬盘上的数据存储保护不足、文件传输和排放监控），您有责任采取必要的安全预防措施。
Insufficient technical knowledge and lack of safety precautions can make it easier for unauthorised third parties to access your systems or devices (for example, insufficiently protected storage of data on the hard disk, file transfers and monitor emissions), and it is your responsibility to take the necessary security precautions.

(b) 您的使用模式可能被第三方监控。
Your usage patterns may be monitored by third parties.

(c) 第三方可能在不被注意的情况下访问您的计算机系统，并侦查您对世天威数字服务的访问以及与我们的通信。
Third parties could gain unnoticed access to your computer system and detect your access to the Steinweg Digital Services and your communications with us.

(d) 病毒和其他恶意代码可能干扰您使用或访问世天威数字服务、互联网浏览器或任何相关的电信设备和计算机系统。
Viruses and other malicious code may interfere with your use or access to the Steinweg Digital Services, the web browser or any relevant telecommunication device or computer systems.

19. 世天威数字服务中的第三方链接和资源

Third party links and resources in the Steinweg Digital Services

如世天威数字服务中含有对其他第三方网站和资源的链接，这些链接仅供您参考。我们不能控制这些网站或资源的内容，我们也不对这些网站或资源的内容准确性、完整性或时效性进行任何陈述、保证或担保。我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）不对您依赖该等第三方内容所导致的任何索赔、损失、损害、费用或成本承担责任。

Where the Steinweg Digital Services contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and we make no representations, warranties or guarantees that the content contained therein is accurate, complete or up-to-date. We (including our officers, directors, agents, employees, affiliates and related corporations) will not be liable for any claim, loss, damage, expense or cost caused by your reliance on such third party content.

20. 数据保护

Data protection

每一方应遵守相关司法辖区关于隐私或个人数据的使用或处理的任何法律法规。为提供世天威数字服务或与您约定的其他服务之目的，个人数据将根据特定服务的相关隐私政策进行处理。

Each party shall comply with any laws and regulations in the relevant jurisdiction relating to privacy or the use or processing of personal data. For the purpose of providing the Steinweg Digital Services or other services agreed upon with you, personal data will be processed as described in the relevant privacy policy of the particular services.

如果我们已遵守可适用的法律法规项下数据保护的义务，则对有关您个人数据的收集、使用、披露或任何其他类

型的处理而导致的索赔、损失、损害、费用、成本，我们（包括我们的管理人员、董事、代理人、员工、关联方和关联企业）不承担任何责任。

We (including our officers, directors, agents, employees, affiliates and related corporations) will not be liable for any claim, loss, damage, expense or cost arising out of the collection, use, disclosure or any other kind of processing in relation to your personal data, if we have complied with our data protection obligations under applicable laws and regulations.

21. 非代理

No agency

我们和您或使用世天威数字服务的任何其他方之间不意图构成、不存在且不创设任何代理关系、合伙关系、合资关系、雇主雇员关系或特许经营关系。

No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended, exists or is created between us and you or any other party using the Steinweg Digital Services.

22. 分割

Severance

如果本世天威数字服务条款与条件的任何部分根据适用法律被认定为无效或不可强制执行，该等无效或不可强制执行的条款将被视为以最接近原始条款意图的有效且可强制执行的条款取代，本世天威数字服务条款与条件的其余部分将持续有效。

If any part of these Steinweg Digital Services Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Steinweg Digital Services Terms and Conditions will continue in effect.

23. 弃权/权利和救济

Waivers/rights and remedies

我们未能或延迟行使在本世天威数字服务条款与条件项下依法规定的任何权利或救济不应减损该等权利或救济，或被解释为我们对该等权利或救济的放弃或变更，或排除我们在任何后续时间对该等权利或救济的行使，并且我们对任何该等权利或救济的任何单独或部分行使，不应排除我们对该等权利或救济或其他部分的行使或进一步的行使。我们在本世天威数字服务条款和条件项下的权利和救济不会因任何事件或事项而受到影响，您在本世天威数字服务条款与条件项下的责任也不会因任何事件或事项而被豁免、解除或减轻，但因我们作出的具体且经有效授权的书面弃权或豁免的情形除外。

No failure or delay by us in exercising any right or remedy provided by law under or pursuant to these Steinweg Digital Services Terms and Conditions will impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy will preclude any other or further exercise of it or the exercise of any other right or remedy. Our rights and remedies under these Steinweg Digital Services Terms and Conditions will not be affected, and your liabilities under these Steinweg Digital Services Terms and Conditions will not be released, discharged or impaired by any event or matter whatsoever, other than a specific and duly authorised written waiver or release given by us.