SHIPPER'S INSTRUCTIONS TO ARRANGE FOR SHIPMENT OF GOODS

Exporter (Shipper) 付貨人

BR. NO. TELEPHONE

Consignee (If "Order" enter notify party in space below) 收貨人

TELEPHONE

Notify Party (Only if not stated above: otherwise leave blank) 並通知

SAME AS CONSIGNEE

TELEPHONE

威騰聯運有限公司
WORLDTRANS
AIR-SEA SERVICE LTD.
®

Room 701-703A, Hing Wah Centre,
84 Tokwawan Road, Kowloon, Hong Kong
Tel: 2764 2118, Fax: 2363 9712
E-mail: airfreight@worldtrans.com.hk

ISO 9001: 2000
Certificate No.: CC 1254

Airfreight Charges: 運費 ☐ To be prepaid 預付 ☐ 到付 To be collected (if service available)

Other Charges 其它費用 ☐ To be prepaid 預付 ☐ 到付 To be collected (if service available)

Type of Service Required
☐ IATA (Direct) ☐ Consolidation ☐ Charter

Export Licence No. 出口証號碼

C.O. No. 來源証號碼

Carrier 航空公司名稱

From (Airport of departure) 起運地

To (Airport of destination) 目的地

Airline Counter-Signature 航空公司加簽 ☐ Yes ☐ No.

Special Instructions: 附註

Country of Origin 來源地	Shipper's C.O.D. 代收金額	Insurance Amount 保險金額	Declared Value for Carriage 運輸金額	Declared Value for Customs 報關金額

Marks, Nos. and Container No.; No. and Kind of Packages; Description of Goods 嘜頭、貨品名稱及數量、貨櫃號數	Gross Weight 毛重	Measurement 呎碼
AIR WAYBILL NO.:		

Documents to accompany airwaybill or house airwaybill 附寄單據文件.....

Packing List 包箱表 ☐ ; Commercial Invoice 發票 ☐ ; Certificate of Origin 來源証 ☐ ; Others 其他 ☐

The Agent acknowledges receipt of the above instructions from the Customer. This acknowledgement does not constitute an acceptance of the instructions by the Agent. Acceptance of the instructions will be made by way of the issue of the Agent's House Air Waybill, House Airbill, Air Consignment Note or the Air Carrier's Air Waybill or other such similar documents.
Where goods or documents are delivered to and accepted by the Agent before the Agent accepts the Customer's instructions, no liability *whatsoever* for such goods or documents will be accepted by the Agent. If, however, the Agent is held to be liable, all the provisions of limitation of liabilities specified in the Conditions of Contract overleaf will apply. The Customer shall reimburse the Agent with all expenses and costs incurred and will indemnify the Agent for all losses and liabilities *howsoever* caused

Signature and stamp

Date: (Month/Day/Year)

SHIPPER'S DECLARATION

1. The Customer declares that all descriptions, values and other particulars furnished herein are accurate and complete. The Customer undertakes to indemnify the Agent against all losses damages expenses fines and any other liabilities *whatsoever* arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence.
2. The Customer declares that pursuant to Condition 15 of the Conditions of Contract overleaf it shall be responsible for all charges and expenses relating to the goods whether or not the charges and expenses are to be prepaid or collected.
3. The undersigned authorized officer of the Customer hereby declares that he has read the Conditions of Contract overleaf and the terms and conditions appearing on this page and that he fully understands them and agrees on behalf of the Customer that they should form part of the contract which, upon acceptance to the above instructions by the Agent, will be concluded between the Customer and the Agent.
4. All business dealings with us are subject to the Hong Kong Association of Freight Forwarding and Logistics Limited Standard Trading Conditions, copies of which are available on request.
5. The packaging and contents of the consignments may be examined.

We hereby guarantee payment of all freight collect charges due to the forwarders or to the carrier if the shipment is abandoned, refused by the consignee, returned at our request, confiscated by the customs or for any other reason cannot be delivered within a reasonable time.

Other arrangements:
In case of any other or special arrangements the undersigned agrees to hold the forwarders exempt from any liability whatsoever arising out of unforeseen circumstances and/or acts.

PAYMENT RECEIVED AFTER 30 DAYS OF INVOICE SUBJECT TO 1.5% INTEREST PER MONTH.

No. of Packages

付貨人簽名及蓋章
Signature and Stamp

Date: (Month/Day/Year)

CONDITIONS OF CONTRACT

1. GENERAL

All and any business undertaken, except all and any advice, information or service provided gratuitously, by Messrs, WORLDTRANS AIR-SEA SERVICE LTD. (hereinafter called "the Agent") is transacted subject to the conditions hereinafter set out (hereinafter called "the Conditions") and each of the Conditions shall be deemed to be incorporated in and to be a condition of any agreement between the Agent and the Customer. All other terms and conditions are hereby excluded. Should the Customer wish to contract with the Agent otherwise than subject to these Conditions special arrangements can be made and revised prices quoted, provided that such arrangements shall only apply if reduced to writing and signed by an authorized officer of the Customer and by a Director for the time being of the Agent. Save as aforesaid no agent or employee of the Agent has the Agent's authority to waive or vary these Conditions. All and any advice, information or service provided by the Agent gratuitously is provided on the basis that the Agent will not accept any liability whatsoever therefor in tort or bailment or otherwise.

2. CONTRACTUAL STATUS OF THE CUSTOMER

The Customer entering into any transaction with the Agent hereby expressly warrants that it is either the owner or the authorized agent of the owner of the goods (including any containers or equipment) to which the transaction relates and further warrants that it is authorized to accept and is accepting these Conditions not only for itself but also as agent for the owner of the goods. Where the Customer accepts these Conditions as agent for the owner of the goods, it also accepts personal liability, but such acceptance shall not prejudice the rights of the Agent against the owner of the goods. For the purpose of these Conditions, the owner of the goods shall include any person in whom the legal or beneficial property of the goods is or may hereafter become vested, or any person entitled to or who may become entitled to the delivery of the goods, and any person who is otherwise interested or may hereafter become interested in the goods. The Customer shall indemnify the Agent against all expenses, losses, damages and other liabilities whatsoever suffered by the Agent arising from or due to a breach or breaches of the above warranties whether or not arising out of the negligence of the Customer.

3. CONTRACTUAL STATUS OF THE AGENT

(i) The Agent is not a carrier (common or private, actual or contracting), and may in its sole and absolute discretion refuse to offer its service to any person. The Agent does not contract hereunder for the carriage of goods.

(ii) The Agent is an air forwarding agent whose principle business is to act as an agent in arranging for the transportation of goods on behalf of Customers from Hong Kong to overseas destinations principally by means of air transportation.

(iii) Related to its principal business the Agent also arranges for the securing of ancillary services on behalf of the Customer including:
- (a) Taking delivery of goods at places designated by the Customer, transporting, and handling over such goods to the air carriers at places designated by such air carriers.
- (b) Warehousing or otherwise storing the goods before handling over the goods to the air carriers.
- (c) Receiving the goods from the air carriers at overseas destinations, transporting the goods to places where the goods will be collected by the consignees or other persons designated by the Customers or consignees and attending to such collections.
- (d) Warehousing or otherwise storing the goods before the goods are collected by the consignees or other persons designated by the Customers or consignees.
- (e) Customs clearance of the goods.
- (f) Placing of insurance in respect of the goods.
- (g) Packing of the goods.
- (h) Otherwise handing of the goods pursuant related or incidental to the instructions of the Customers.

The transportation of goods mentioned in (a) and (c) above will hereinafter be referred to as "local transportation" or "localcarriage".

(iv) Notwithstanding (iii) above the Agent is entitled to perform any or all of the ancillary services specified therein by itself.
The Agent is not a professional haulier, carrier, packer, warehousemen, customs broker or insurance broker.

4. THE AGENT'S PARENT, SUBSIDIARY OR ASSOCIATED COMPANIES ETC.

The Agent shall be entitled to perform all or any of its obligations or exercise all and any of its discretions hereunder by itself or by its parent, subsidiary or associated companies, or by any other person, firm or company carrying out the functions of a forwarding agent. Any contract to which these Conditions apply is made by the Agent on its own behalf, and also as agent for and on behalf of any such parent, subsidiary or associated company, other person, firm or company and any such parent, subsidiary or associated company, other person or firm or company shall be entitled to the benefit of these Conditions. The Customer will not seek to impose upon any such parent subsidiary or associated company, other person, firm or company a liability greater than that accepted by the Agent under these Conditions.

5. AUTHORITY TO CONTRACT FOR THE CUSTOMER ETC.

(i) Pursuant to Conditions 3 (ii) and (iii), The Agent is authorized to select and engage on behalf of the Customer carriers, truckmen, forwarders, foreign agents, warehousemen, and others. The Agent shall be entitled to enter into any contract on behalf of the Customer, whether in the name of the Customer or not, with any person;
- (a) for the carriage of the Customer's goods to overseas destinations by any route or any carrier;
- (b) for the storage, packing, local transportation or otherwise handing of the goods by any person at any place or places and for any length of time;
- (c) for any other purposes pursuant related to incidental to the Customer's instructions:

AND to do such acts, as the Customer's agent, as may be necessary or incidental thereto in the absolute discretion of the Agent. The Agent may but is not obliged to depart from the Customer's instructions in any respect if in the opinion of the Agent it is necessary or desirable to do so in the Customer's interests or it is otherwise expedient to do so, and subject thereto the Agent may arrange for the goods to be transported to overseas destinations by means of transport other than air transport.

(ii) The Customer expressly authorizes the Agent to do such acts and enter into such contracts as are referred to in (i) above on behalf of the Customer so as to bind the Customer by such acts and contracts in all respects, notwithstanding any departure from the Customer's instructions as aforesaid. The Customer agrees that the Agents, is not obliged to consult the Customer before the Agent enters into any such contracts or does any such acts. The Customer further agrees that the Agent is not obliged to advise the Customer of the terms and conditions of such contracts or details of such acts unless specifically requested to do so by the Customer in writing, provided that the Customer shall have no right to enquire into the actual charges paid by the Agent to any third party, and the Customer acknowledges that any difference between the charges paid by the Customer to the Agent and the charges paid by the Agent to any third party is the Agent's commission or remuneration or profit.

6. WHERE THE AGENT CONTRACTS IN ITS OWN NAME

(i) Pursuant to Condition 5 if the Agent enters into a contract on behalf of the Customer in its own name with any other person for the carriage (overseas or local), storage, packing, or otherwise handling of the goods, the Agent is not itself a carrier for the purpose of the Carriage by Air (Overseas Territories) Order 1967, the Carriage by Air Acts (Application of Provision) (Overseas Territories) Order 1967 the Carriage by Air Act 1961, the Carriage by Air (Supplementary Provisions) Act 1962, or for any other purpose, nor does it make or purport to make any contract for the carriage (overseas or local), storage packing or otherwise handing of the goods with the Customer as a principal. The Agent's sole obligation is to procure contracts for the carriage (overseas or local), storage packing or otherwise handling of goods by other persons.

(ii) In addition and without prejudice to the exceptions and limitations contained in these Conditions, the Agent shall be entitled to the benefit of all exceptions and limitations in favour of the carriers or other persons storing, packing or otherwise handling the goods, expressly or impliedly contained in the Agent's contracts with such carriers or other persons. The Customer will not seek to impose on such carriers or other persons any liability greater than that accepted by them under such contracts. The Customer is hereby put on notice that many air carriers contract for the carriage of goods subject to the IATA Conditions of Contract for the time being, the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw, 12th October 1929, or that Convention as amended by the Hague Protocol 1955 or any modification thereof for the time being. Such Conditions, Convention or amended Convention provide for inter alia limitation of the liability of such carriers.

7. WHERE THE AGENT PERFORMS THE ANCILLARY SERVICES

(i) Pursuant to Condition 3 (iv), if the Agent performs any or all of the ancillary services referred to therein by itself, the Agent is entitled;
- (a) to perform any local transportation of the goods by any route or by any means;
- (b) to store, pack or otherwise handle the goods at any place or places and for any length of time;

AND to do all such other acts as may be necessary or incidental thereto in the absolute discretion of the Agent. The Agent may (but is not obliged to) depart from the Customer's Instructions if in the opinion of the Agent is necessary or desirable to do so in the Customer's Interests or it is otherwise expedient to do so.

(ii) The provision relating to the Agent's liability as set out in Condition 24 shall apply.

(iii) Where the Agent is or is deemed to be a carrier or otherwise as a principal under a contract subject to legislation compulsorily applicable thereto the Agent shall be entitled to all the rights, immunities, exceptions and limitation conferred on the carrier or principal by virtue of such legislation, and these Conditions shall be void to the extent that they are inconsistent with such rights, immunities, exceptions and limitations, but no further.

8. WARRANTIES OF DESCRIPTIONS, VALUES ETC.

The Customer warrants that all descriptions, values and other particulars furnished by or on behalf of the Customer to the Agent are accurate and complete and it undertakes to indemnify the Agent against all losses, damages, expenses, fines and any other liabilities whatsoever arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence. Where the Agent makes out any document or supplies any information in respect of the goods, it does so as the agent of the Customer.

9. WARRANTIES OF FITNESS OF GOODS ETC.

Except under special arrangements previously made in writing the Customer warrants that its goods are fit for carriage (overseas or local), storage, packing or otherwise handling pursuant related or incidental to the Customer's instructions, and are not goods (or consist of goods) included in the Dangerous Goods (Classification) Regulations of the Laws of Hong Kong Cap. 295 or any modification thereof and the IATA Dangerous Goods Regulations prevailing at the time the Agent confirms acceptance of the Customer's instructions, nor are goods (or consist of goods) of comparable hazard, nor are goods (or consist of goods) otherwise likely to cause damage. Should the Customer nevertheless deliver any such goods to the Agent or cause the Agent to accept or handle or deal with any such goods otherwise than under special arrangements previously made in writing, then whether or not the Agent is aware of the nature of such goods, the Customer shall be liable for all expenses losses or damages whatsoever caused by or to or in connection with the goods howsoever arising, and shall indemnify the Agent against all penalties claims damages costs expenses and any other liabilities whatsoever arising in connection therewith, and the goods may be destroyed or otherwise dealt with at the risk and expense of and without any liability to the Customer or the owner in the sole discretion of the Agent or any other person in whose custody or control they may be at the relevant time. The Agent or such other person shall have the right to decide whether or when the goods are or become (or consist of goods which are or become) unfit for carriage (overseas or local), storage, packing, handling etc, or are or become goods (or consist of goods which are or become goods) of comparable hazard to the goods included in the IATA Dangerous Goods Regulations or the Dangerous Goods (Classification) Regulations or any modification thereof, or are or become goods (or consist of goods which are or become goods) which are otherwise likely to cause damage. A copy of the prevailing IATA Dangerous Goods Regulations is available for inspection by the Customer upon request. If such goods are accepted under arrangements previously made in writing, they may nevertheless be destroyed or otherwise dealt with at the risk and expense of and without any liability to the Customer or the owner in the sole discretion of the Agent or any other person in whose custody or control they may be at the relevant time on account of risk to other goods, property, life or health. The expression "goods likely to cause damage "includes but is not limited to goods likely to harbour or encourage vermin or other pests.

10. RIGHT TO INSPECT THE GOODS

The Agent is entitled but is not under any duty to inspect the goods or cause the goods to be inspected.

11. DECLARATION OF NATURE VALUE ETC.

(i) The Agent shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery, unless expressly instructed by the Customer in writing.

(ii) Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen, packers or others, the Agent shall arrange for the goods to be carried, forwarded, dealt with, etc, at the Customer's risk or other minimum charges, and no declaration of value (where optional) will be made, unless express instructions in writing to the contrary have been previously given by the Customer.

(iii) A mere statement of value or nature of the goods or a declaration of value or nature by the Customer for insurance or export or customs or any other purposes is not and shall not be construed to be instructions to the Agent to make any declarations for the purposes of (i) and (ii) above.

12. DISPOSAL OF GOODS

(i) The Agent shall be entitled to sell or dispose of or cause to sell or cause to dispose of at the risk and expense of the Customer or the owner;
- (a) except where (b) and (c) below apply, at any time on (28) day's notice in writing to any one of the Customer or the consignee or the owner or the notify party, or without notice after the goods have been discharged by the air carrier at the overseas destination for (60) days, all goods which in the opinion of the Agent or any other person in whose control or custody the goods may be at the relevant time cannot be delivered either because they are insufficiently or incorrectly addressed or marked or because they are not collected or accepted by the consignee for any reason.
- (b) without notice live animals or perishable goods which are not taken up immediately on arrival or which are insufficiently or incorrectly addressed or marked,
- (c) without notice and at any time all or any goods which in the opinion of the Agent or any other person in whose control or custody such goods may be at the relevant time will be likely to perish.

(ii) Payment or tender of the net proceeds of sale, if any, to the Customer or the owner after deduction of all charges and expenses shall be equivalent to delivery of such goods and shall discharge the Agent from all liabilities whatsoever in respect of the goods and any contract relating to the goods. Where the Customer or the owner cannot be traced or payment or tender of the net proceeds is otherwise not possible, the Agent shall hold such proceeds in trust for the Customer or the owner for a period of (one) year. At the expiry of such period, the claim of the Customer or the owner to the proceeds will be extinguished. The Customer or the owner shall not be entitled to claim any interest for any sum held in trust by the Agent but shall reimburse the Agent for all expenses incurred in holding such sum.

13. BULLIONS ETC.

Except under special arrangements previously made in writing the Agent will not accept or deal with bullion, coins, percious stones, jewellery, valuables, antiques, pictures, livestock or plants. Should any Customer nevertheless deliver any such goods to the Agent or cause the Agent handle or deal with any such goods otherwise than under special arrangements previously made in writing the Agent shall be under no liability whatsoever for or in connection with the goods howsoever caused.

14. INSTRUCTIONS TO THE AGENT

Any of the Customer's instructions, in addition to those appearing on the front side hereof, must be given in writing by the Customer and signed by its authorized officer.

15. QUOTATION AND CHARGES

(i) The Agent is entitled to charge the Customer in any manner in its sole and absolute discretion, including but not limited to charging on an inclusive rate basis with or without a breakdown of the items.The Customer acknowledges that the method of quotation or charging adopted by the Agent itself shall not be interpreted that the Agent is contracting hereunder as a carrier or otherwise as a principal.

(ii) Estimates and quotations are given on the basis of immediate acceptance and are subject to withdrawals or revisions.
Further unless otherwise agreed in writing the Agent shall be after acceptance of such quotations by the Customer and/or before or during or after performance by the Agent of its duties hereunder, at liberty to revise quotations or charges with or without notice in the event of changes occurring in currency exchange rates, rates of freight, insurance premiums or any charges applicable to the goods.

(iii) Subject to agreement between the Agent and the Customer, charges may by (i) "to be pre-paid", that is due and payable at the time the Agent confirms acceptance of the Customer's instructions appearing on the front side hereof, or (ii) "to be collected", that is, due and payable at the time the consignee or any other person designated by the Customer or consignee collects the goods at the other end of the transit, or (48) hours after the discharge of the goods by the air carrier and notice of arrival has been communicated to the notify party whichever is earlier. In the case that the charges are to be prepaid the Agent reserves the right to treat payment of the charges as a condition precedent to the performance of its duties hereunder. In the case that the charges are to be collected the Agent reserves the right to cause the goods and documents relating thereto to be withheld until payment is made.

(iv) All sum shall be paid to the Agent in cash immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counterclaim or set off. Any sum not paid when due shall bear interest at the best lending rate of the Hongkong and Shanghai Banking Corporation prevailing at the relevant time or times.

(v) Where the Customer's instructions are to collect charges including amounts payable by the Agent to the carriers foreign agents or others or any other expenses or parts thereof from the consignee or any other persons, the Customer shall remain responsible and shall forthwith pay for the same or any balance thereof plus any interest if they are not paid or not fully paid by such consignee or other persons immediately when due notwithstanding any claim counterclaim or set off. Without prejudice to the generality of the foregoing this provision shall apply if inter alia the goods are refused by the consignee or confiscated by the Customs or other authorities or for any reason it is in the opinion of the Agent impossible to arrange for the delivery of the goods.

(vi) The Agent is authorized but shall not be obliged to provide any guarantee or incur any expenses, or advance any money for the payment of freight charges, customs duties, taxes or any other charges in respect of the goods.

16. BROKERAGES ETC.

The Agent is authorized and entitled to retain and be paid all brokerages, commissions, allowances and other remunerations from any third party and is not accountable to the Customer or the consignee or the owner therefor.

17. RIGHTS AGAINST THE CONSIGNEE ETC.

The Agent shall have the right to enforce any liability of the Customer under these Conditions or to recover any sums to be paid by the Customer under these Conditions not only against or from the Customer but also if it thinks fit against or from the consignee or the owner.

18. INSURANCE

(i) No insurance against any risk whatsoever will be effected excepted upon express instructions given in writing within a reasonable time by the Customer. A mere statement of value or a mere declaration of value by the Customer for export or customs or carriage or other purposes is not and shall not be constructed to be instructions to insure.

(ii) Where the Customer expressly instructs the Agent to effect any insurance, the Agent will make reasonable efforts to effect the same at the expense of the Customer. However the Agent will not warrant or undertake that such insurance can or will be placed. Any insurance placed shall be governed by the certificate or policy issued and will only be effective when accepted by the insurance companies or other underwriters.

(iii) Subject to the foregoing unless otherwise specifically instructed by the Customer in writing:
- (a) Insurance is to be effected to cover the period from the time the goods are loaded aboard the aircraft at the airport in Hong Kong to the time the aircraft shall arrive at the airport at theoverseas destination, and the goods be there discharged and landed.
- (b) Insurance is to be effected with one or more insurance companies or underwriters to be selected by the Agent and the insurance may be placed in the name of the Agent or the Agent's agent or the Customer in the discretion of the Agent. The Agent shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or floating or general policy, and such policy is available for inspection by the Customer upon request.

(iv) Should an insurer dispute its liability for any reason the Customer shall have recourse against the insurer only and the Agent shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Agent or paid to the Agent by the Customer or that the policy is in the name of the Agent or the Agent's agent. Where the policy is in the name of the Agent or the Agent's agent, the Agent shall subject to the provisions of such policy cause its or its agent's rights against the insurer to be transferred to Customer if so requested by the Customer in writing. The Agent is not responsible or liable to the Customer for making any claim against or notifying the insurer thereof on behalf of the Customer.

19. LIEN

(i) The Agent shall have a particular and general lien on all goods and documents relating to the goods in its possession (control or custody or enroute) for all sums due at any time from either the Customer or the consignee or the owner.
Without prejudice to the Agent's right of sale or disposal under Condition 12 the Agent shall be entitled at any time to sell or otherwise dispose of (or cause to sell or otherwise cause to dispose of) such goods or documents at the risk and expense of the Customer or the consignee or the owner by public auction or private sale or in any other manner and at any place in the discretion of the Agent and apply the proceeds in or towards the payment of such sums including the expenses of the sale or disposal upon [28] days notice in writing to either the Customer or the consignee or the owner.

(ii) The Agent shall upon accounting to the Customer or the consignee or the owner for the balance remaining, if any, be discharged from all liabilities whatsoever in respect of the goods and any contract relating to the goods, and the Customer or the consignee or the owner shall be liable to the Agent for any deficiency in the sale or disposal.

(iii) The Agent right of particular or general lien will have priority over the Customer's or the owner's right, if any, of stoppage in transits.

(iv) In addition the Agent shall have a particular and general lien on all sums of money or money's worth received by the Agent or its agent on behalf of the Customer or the consignee or the owner and shall be entitled to apply such sums of money or money's worth or parts thereof towards the payment of all sums due at any time from the Customer or the consignee or the owner on [28] days notice in writing to the Customer or the consignee or the owner.

20. OTHER GOODS

The Agent shall not be obliged to arrange for the goods to be carried, packed, stored or handled separately from the goods of other customers. The Agent is authorized to arrange for the Customer's goods to be consolidated with other goods. Such consolidation itself shall not be interpreted that the Agent is contracting hereunder as a carrier or otherwise as a principal.

21. DELIVERY OF GOODS

Except otherwise specifically instructed by the Customer in writing the Agent shall arrange for the goods to be delivered only to the consignee named on the front side hereof, or to a party authorized by such consignee. Notice of arrival of the goods will be sent to the notify party, or the consignee by ordinary methods; the Agent is not liable for non-receipt or delay in the receipt of such notice. Any charges including storages incurring pending collection will be for the account of the Customer or the consignee or the owner.

22. "CASH ON DELIVERY" (C. O. D.)

Instructions to collect payment in cash or otherwise on behalf of the Customer or the owner from any person on delivery of the goods or on other specified terms are accepted by the Agent upon the condition that the Agent in the matters of such collection and the remittance thereof will act as the agent of the Customer or the owner and will be liable only in the event of wilful misconduct on the part of the Agent or its own servants.

23. THE AGENT'S DOCUMENTS

To facilitate the handling of goods during transit the Agent may issue documents such as the Agent's House Air Waybill, House Airbill, Air Consignment Note, or other such documents. The issue of such documents itself shall not be interpreted that the Agent is contracting hereunder as a carrier or otherwise as a principal.

24. THE AGENT'S LIABILITY

(i) The Agent shall not be liable to the Customer or the consignee or the Owner:
- (a) for loss or damage (physical or otherwise), including but not limited to loss or damage resulting from non-delivery of the goods or mis-delivery of the goods to a wrong party, caused by any failure to carry out or negligence in carrying out the Customer's or the consignee's or the owner's instructions, or by any failure to perform or negligence in performing the Agent's obligations (whether such obligations arise by contract or otherwise), unless such loss or damage is due to the wilful misconduct of the Agent or its own servants and to circumstances within its control;
- (b) for consequential loss, or loss or profit, or delay, or deviation, or fire, or theft howsoever caused.

(ii) Notwithstanding any other provisions in these Conditions the Agent's responsibility or liability hereunder shall cease upon the Agent handing the goods to any airline, or other carrier or any other third party. The Agent shall not be responsible in any event for loss or damage (physical or otherwise) to, or in connection with the goods if the nature or value thereof has been mis-stated by or on behalf of the Customer or the owner, whether or not such mis-statement is due to any negligence.

(iii) In no case whatsoever shall any liability of the Agent, howsoever arising, and notwithstanding that the cause of loss or damage (physical or otherwise) be unexplained, exceed:
- (a) the invoice value of the relevant goods calculated on f.o.b. basis, or
- (b) a sum at the rate of [US$20 per kilo]

whichever shall be the lesser.

(iv) Any claim by the Customer or the consignee or the owner or any person against the Agent hereunder shall be made in writing and notified to the Agent at its address in Hong Kong as indicated on the front side hereof:
- (a) in the case of physical damage to the goods within [7] days after the end of the transit,
- (b) in the case or non delivery (including loss or mis-delivery to a wrong party) within [14] days of the date when the goods should have been delivered, and
- (c) In any other case within [5] days of the event giving rise to the claim.

Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred. Any right of action shall be extinguished and the Agent discharged from all liability if judicial proceedings are not instituted within [90 days] of the date of the notice given to the Agent.

(v) No claim of any kind shall be made against any servant or agent of the Agent on any ground whatsoever. No claim of any kind shall be made against any parent, subsidiary or associated company of the Agent, or against any other parties employed by the Company in pursuance of Condition 4, or against any of their respective servants or agents on any ground whatsoever.

(vi) The provisions contained in (i) to (v) above shall apply whatever the nature of the proceedings (whether or not in contract or tort of bailment or otherwise) by which liability may be enforced.

25. COMPLIANCE WITH LAW

The Customer, the consignee and the owner shall comply with all applicable laws, customs and other government regulations of any country to, from, through or over which the goods may be carried, including those relating to the packing, storing, carriage, delivery or otherwise handling of the goods pursuant, related or incidental to the Customer's instruction and shall furnish such information and such documents to the Agent as may be necessary to comply with such laws and regulations.
The Agent is not liable to the Customer or the owner or the consignee or any other person for losses expenses or damages due to the Customer's or the owner's or the consignee's failure to comply with this provision.

26. INDEMNITY

The Customer and the owner shall be liable to pay or indemnify the Agent against all duties, taxes, payments, fines, expenses, losses, damages (including physical damage) and liabilities, whether or not arising out of the negligence of the Agent, their servants or agents, suffered or incurred by the Agent towards any third party (including but not limited to the Agent's servants and agents), arising directly or indirectly from or in connection with the Customer's instructions or their implementation or the goods or in the performance of the Agent's obligations under any contract to which these Conditions apply, including any liability to indemnify any other person against claims made against such other person by the Customer or by the owner.

27. INTERPRETATION OF THE CONDITIONS

These Conditions are numbered, paragraphed, sub-paragraphed and sub-titled for the sake of convenience only. Such numbering, paragraphing and sub-titling shall not limit or extend the interpretation of the Conditions. All sub-titles are not parts of the Conditions. Where used herein, the words importing the singular number shall include the plural and vice versa and words importing the neuter gender shall include the masculine gender or feminine gender as the case may be.

28. WAIVER

The waiver by the Agent of any default or right under these Conditions shall not be deemed to be a waiver by the Agent of any prior, subsequent or continuing default or right of a like or similar nature.

29. SEVERABILITY

If any provision of these Conditions be declared void invalid or unenforceable by any court of law, the remaining provisions of these Conditions shall to the extent permitted by such declaration remain in full force and effect as though the void invalid or unenforceable provisions were never a provision of these Conditions.

30. GOVERNING LAW

These Conditions and any act or contract to which they apply shall be governed by Hong Kong law, and any dispute arising out of the Conditions or any such act or contract shall be within exclusive jurisdiction of the Hong Kong courts.

WORLDTRANS AIR-SEA SERVICE LTD. will not be reponsible for

a. Any property not set forth and described herein.
b. Jewelers, plate trinkets, money and other valuables.
c. Loss or damage by fire or burglary.
d. Loss or damage during and or from, or while in the warehouse in the store and or office arising from civil commotion, axplosion, invasion war or the act of God.
e. Loss or damage arising form insufficient packing, wet, rot, rust damp, sweating, vermin moth or inherent vice or deterioration.
f. Loss or damage arising from the fragile, perishable, inflammable explosive, danagerous, damaging or objectionable nature of the said or any other property.
g. Loss or damage ascertained after removal from their store and/or office unless the claim be made within three (3) days after such removal and unless the loss or damage be proven to have taken while the property was in their store and or office.