

Standard Trading Conditions

标准交易条件

(Version for foreign-related trade)

(涉外版)

**THE CUSTOMER'S ATTENTION IS DRAWN TO SPECIFIC CLAUSES
HEREOF WHICH EXCLUDE OR LIMIT THE COMPANY'S LIABILITY AND
THOSE WHICH REQUIRE THE CUSTOMER TO INDEMNIFY THE
COMPANY IN CERTAIN CIRCUMSTANCES AND THOSE WHICH LIMIT
TIME AND THOSE WHICH DEAL WITH CONDITIONS OF ISSUING
EFFECTIVE GOODS INSURANCE BEING CLAUSES 7, 8, 10, 11(A) and 11(B)
12-14 INCLUSIVE, 18-20 INCLUSIVE, AND 24-27 INCLUSIVE. THE
CUSTOMER'S ATTENTION IS ALSO DRAWN TO CLAUSE 28 WHICH
STIPULATES FOR ARBITRATION IN CERTAIN CIRCUMSTANCES**

提请客户注意本条件中有关排除或限制公司责任的、要求客户在某些情况下对公司进行赔偿的、以及时间限制和办理有效货物保险的特定条款，即第 7 条、第 8 条、第 10 条、第 11 条(A)款 和第 11 条(B)款、第 12 条至第 14 条（含）、第 18 条至第 20 条（含）和 第 24 条至第 27 条（含）。还提请客户注意约定了在某些情形下进行仲裁的第 28 条。

All headings are indicative and do not form part of the Conditions

所有标题均属说明性质，并不构成本条件的一部分。

DEFINITIONS AND APPLICATION

定义及应用

Clause 1

第 1 条

In the Conditions the following words shall have the following meanings:

在本条件中，以下词语应具有以下含义：

“Company” “公司”	Europa Air & Sea (Shanghai) Limited 御隆国际货运代理（上海）有限公司
“Consignee” “收货人”	the Person to whom the goods are consigned 获交付货物的人士

<p>“Customer” “客户”</p>	<p>any Person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services 应其要求或由公司代表其开展任何业务或者提供建议、信息或服务的任何人士</p>
<p>“Direct Customs Agent” “直接海关代理”</p>	<p>The Company acting in the name of and on behalf of the Customer and/or Owner with H.M. Revenue and Customs (“HMRC”) as defined by the Taxation (Cross Border Trade) Act 2018, Clause 21.1(a), or as amended 以其名义及代表客户和/或货主与英国海关税务总署 (“HMRC”) 合作，如《2018 年税收（跨境贸易）法案》第 21.1 (a) 条或经修订的条款定义。</p>
<p>“Goods” “货物”</p>	<p>the cargo to which any business under the Conditions relates 与根据本条件进行的任何业务相关的货物</p>
<p>“Person” “人士”</p>	<p>natural person(s) or any body or bodies corporate 自然人或任何团体或法人团体</p>
<p>“LMAA” “伦敦海事仲裁员协会”</p>	<p>the London Maritime Arbitrators Association 伦敦海事仲裁员协会</p>
<p>“SDR” “特别提款权”</p>	<p>are Special Drawing Rights as defined by the International Monetary Fund 是国际货币基金组织定义的特别提款权</p>
<p>“Transport Unit” “运输单位”</p>	<p>packing case, pallets, container, trailer, tanker, or any other device used whatsoever for and in connection with the carriage of Goods by land, sea or air 供给及涉及以陆运、海运或空运方式运送货物的包装盒、托盘、集装箱、拖车、油轮或任何其他方式的任何其他装置</p>
<p>“Owner” “货主”</p>	<p>the Owner of the Goods or Transport Unit and any other Person who is or may become interested in them 货物或运输单位的所有者以及任何是或可能成为它们的利益相关者的人士</p>

“Conditions” “条件”	This Standard Trading Conditions which shall, unless otherwise agreed, be incorporated into any contract that the Company has entered into with the Customer. 除非另有约定，否则本标准交易条件应当并入公司与客户签署的任何合同当中。
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Clause 2

- (A) Subject to sub-paragraph (B) below, all and any activities of the Company in the course of business, whether gratuitous or not, are undertaken subject to the Conditions.
- (B) If any legislation, to include regulations and directives, is compulsorily applicable to any business undertaken, the Conditions shall, as regards such business, be read as subject to such legislation, and nothing in the Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation, and if any part of the Conditions be repugnant to such legislation to any extent, such part shall as regards such business be overridden to that extent and no further.

第 2 条

- (A) 受限于本条（B）款，公司在进行业务过程中的所有和任何活动均按照本条件进行，无论是否无偿。
- (B) 如果任何法律（包括法规和政策）强制适用于公司从事的任何业务，就此类业务而言，本条件应该被解读为受此类法律的约束，并且本条件中的任何内容均不得解释为公司放弃它的任何法定权利或豁免权，或增加它在此类法律下的任何责任或义务，如果本条件中的任何部分在任何程度上与此类法律相抵触，则仅仅该部分无效。

Clause 3

The Customer warrants that he is either the Owner, or the authorised agent of the Owner and, also, that he is accepting the Conditions not only for himself, but also as agent for and on behalf of the Owner.

第 3 条

客户保证其是货主或货主的授权代理人，并且其不仅为自己接受本条件，也作为货主的授权代理人代表货主接受本条件。

THE COMPANY

公司

Clause 4

- (A) Subject to clauses 11 and 12 below, the Company shall be entitled to procure any or all of the services as an agent, or, to provide those services as a principal.
- (B) The Company reserves to itself full liberty as to the means, route and procedure to be followed in the performance of any service provided in the course of business undertaken subject to the Conditions.

第 4 条

- (A) 受限于下述第 11 条和第 12 条，公司有权作为代理人获得任何部分或所有的服务，或作为委托人提供这些服务。
- (B) 公司对其在从事受本条件约束的业务过程中所提供的任何服务的方式、路线和程序保留有充分的自由。

Clause 5

When the Company contracts as a principal for any services, it shall have full liberty to perform such services itself, or, to subcontract on any terms whatsoever, the whole or any part of such services.

第 5 条

当公司就任何服务作为委托人签订合同时，公司应有充分的自由自行提供该等服务或根据任何条款分包该服务的部分或全部。

Clause 6

- (A) When the Company acts as an agent on behalf of the Customer, the Company shall be entitled, and the Customer hereby expressly authorises the Company, to enter into all and any contracts on behalf of the Customer as may be necessary or desirable to fulfil the Customer's instructions, and whether such contracts are subject to the trading conditions of the parties with whom such contracts are made, or otherwise.
- (B) The Company shall, within 14 days' notice given by the Customer, provide evidence of any contract entered into as agent for the Customer. Insofar as the Company may be in default of the obligation to provide such evidence, it shall be deemed to have contracted with the Customer as a principal for the performance of the Customer's instructions.

第 6 条

- (A) 当公司作为客户的代理人行事时，公司有权且客户在此明确地授权公司，可于必要或适当时代表客户签订任何或所有合同以履行客户的指示，无论该等合同是否受合同相对方的交易条件的约束。
- (B) 公司应在客户发出通知后的 14 天内提供其作为客户代理人签订的任何合同的证据。就此而言，倘公司未能履行提供该等证据的义务，应被视为其已与客户签订了合同并作为执行客户指示的委托人。

Clause 7

In all and any dealings with HMRC, for and on behalf of the UK established Customer and/or Owner, the Company is deemed to be appointed and duly empowered to act as a Direct Customs Agent only, to make Customs declarations in the name of the Customer (Principal) as their “Direct Agent”.

第 7 条

在为了或代表英国设立的客户和/或货主与英国税务与海关总署进行的所有与任何往来中，公司被视为仅被指定及正式授权为直接海关代理，以客户（委托人）的名义作为其“直接代理”进行海关申报。

Clause 8

(A) Subject to sub-clause (B) below,

the Company:

- (i) has a general lien on all Goods and documents relating to Goods in its possession, custody or control for all sums due at any time to the Company from the Customer and/or Owner on any account whatsoever, whether relating to Goods belonging to, or services provided by or on behalf of the Company to the Customer or Owner. Storage charges shall continue to accrue on any Goods detained under lien;**
- (ii) shall be entitled, on at least 21 days’ notice in writing to the Customer, to sell or dispose of or deal with such Goods or documents as agent for, and at the expense of, the Customer and apply the proceeds in or towards the payment of such sums;**
- (iii) shall, upon accounting to the Customer for any balance remaining after payment of any sum due to the Company, and for the cost of sale and/or disposal and/or dealing, be discharged of any liability whatsoever in respect of the Goods or documents.**

(B) When the Goods are liable to perish or deteriorate, the Company's right to sell or dispose of or deal with the Goods shall arise immediately upon any sum becoming due to the Company, subject only to the Company taking reasonable steps to bring to the Customer's attention its intention to sell or dispose of the Goods before doing so.

第 8 条

(A) 受限于本条 (B) 款, 公司:

- (i) 就客户和/或货主因任何原因欠付公司的到期款项, 对其占有、保管或控制的所有货物及与货物有关的文件享有留置权, 无论此等货物是否与公司或代表公司提供给客户或货主的货物或服务有关。被留置货物的仓储费应当持续计算;**
- (ii) 在提前至少 21 天书面通知客户后, 应有权作为客户的代理人出售、处置或处理该等货物或文件, 相应费用由客户承担, 并且将所得收益用以清偿该等款项;**
- (iii) 在向客户结清扣除欠付公司的到期款项以及出售和/或处置和/或处理货物的费用的余额之后, 应被免除所有与货物或文件相关的责任。**

(B) 当货物有可能腐烂或变质时, 公司在应当向公司支付的任何款项到期后立即享有出售、处置或处理货物的权利, 前提是公司应采取合理措施在出售或处置货物之前使客户知悉公司将这样行动。

Clause 9

The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by, or paid to, freight forwarders.

第 9 条

公司有权保留及收取货运代理通常保留或收取的所有代理费、佣金、补贴及其他报酬。

Clause 10

(A) Should the Customer, Consignee or Owner of the Goods fail to take delivery at the appointed time and place when and where the Company is entitled to deliver, the Company shall be entitled to store the Goods, or any part thereof, at the sole risk of the Customer or Consignee or Owner, whereupon the Company's liability in respect of the Goods, or that part thereof, stored as aforesaid, shall wholly cease. The Company's liability, if any, in relation to such storage, shall be governed by

the Conditions. All costs incurred by the Company as a result of the failure to take delivery shall be deemed as freight earned, and such costs shall, upon demand, be paid by the Customer.

- (B) The Company shall be entitled at the expense of the Customer to dispose of or deal with (by sale or otherwise as may be reasonable in all the circumstances):-
- (i) after at least 21 days' notice in writing to the Customer, or (where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the Goods) without notice, any Goods which have been held by the Company for 60 days and which cannot be delivered as instructed; and
 - (ii) without prior notice, any Goods which have perished, deteriorated, or altered, or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to the Company, or third parties, or to contravene any applicable laws or regulations.

第 10 条

- (A) 如果客户、收货人或货主未能在公司有权送达货物的指定的交付时间和地点提货，公司有权将部分或全部货物进行存储，所有风险应由客户、收货人或货主承担，公司对按上述方式存储的部分或全部货物的责任应当完全停止。公司对该等存储的责任（如有）应受本条件的约束。因未能提货而产生的所有费用应被视为公司已获得的运费，且客户应按要求支付该等费用。
- (B) 公司有权（通过出售或在所有情况下的合理方式）作出如下处置或处理，费用概由客户承担：
- (i) 在至少提前 21 天书面通知客户后，或未经通知（无法联系到客户且公司已尽合理努力以尝试联系公司合理认为对货物有任何利益的各方的情况下），公司已经保有无法按指示交付的货物超过 60 天；和
 - (ii) 在没有事先通知的情况下，货物已经开始腐烂、变质、改变或即将发生该种情况，且已经造成或可合理预见地将造成公司和第三方的损失或损害，或违反所适用的法律法规。

Clause 11

- (A) No insurance will be effected except pursuant to and in accordance with clearly stated instructions given in writing by the Customer and accepted in writing by

the Company, and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurers or underwriters taking the risk. Unless otherwise agreed in writing, the Company shall not be under any obligation to effect a separate insurance on the Goods, but may declare it on any open or general policy held by the Company.

- (B) Insofar as the Company agrees to effect insurance, the Company acts solely as agent for the Customer, and the limits of liability under clause 26(A) of the Conditions shall not apply to the Company's obligations under clause 11.

第 11 条

- (A) 除非根据客户以书面形式明确作出的指示且此等指示已由公司书面接受，否则公司将不会安排投保，且公司所投保险均受承担风险的保险人或承保人的保单所载的通常条件及例外情况限制。除非另有书面约定，公司没有为货物单独投保的义务，但可以宣称以公司的任何开口保单或一般保单受保。
- (B) 在公司同意安排投保的范围内，公司仅作为客户的代理人行事，且本条件中第 26 条 (A) 款的责任限制不适用于公司在第 11 条项下的义务。

Clause 12

- (A) Except under special arrangements previously made in writing by an officer of the Company so authorised, or made pursuant to or under the terms of a printed document signed by the Company, any instructions relating to the delivery or release of the Goods in specified circumstances (such as, but not limited to, against payment or against surrender of a particular document) are accepted by the Company, where the Company has to engage third parties to effect compliance with the instructions, only as agents for the Customer.
- (B) Despite the acceptance by the Company of instructions from the Customer to collect freight, duties, charges, dues, or other expenses from the Consignee, or any other Person, on receipt of evidence of proper demand by the Company, and, in the absence of evidence of payment (for whatever reason) by such Consignee, or other Person, the Customer shall remain responsible for such freight, duties, charges, dues, or other expenses.
- (C) The Company shall not be under any liability in respect of such arrangements as are referred to under sub-clause (A) and (B) hereof save where such arrangements are made in writing, and in any event, the Company's liability in respect of the performance of, or arranging the performance of, such instructions shall not exceed the limits set out in clause 26(A) (ii) of the Conditions.

第 12 条

- (A) 除非根据公司授权的工作人员事先以书面形式作出的特别安排，或是根据公司所签署的固定文本中的条款，任何与货物交付或放行有关的（包括但不限于付款、交出特定文件）的指示应由公司接受，在公司需聘请第三方以遵循指示的情况下，公司仅作为客户的代理人。
- (B) 尽管公司接受客户指示以向收货人或其他人收取运费、关税、手续费、到期费用或其他费用，在收到公司提出适当要求的证据后，且没有该等收货人或其他人的付款证据（无论出于何种原因），客户仍应承担该等运费、关税、手续费、到期费用或其他费用。
- (C) 公司对本条 A 款和 B 款所提及的安排不承担任何责任，除非该等安排以书面形式作出，且在任何情况下公司对执行或安排执行此类指示承担的责任不得超过本条件第 26 条（A）款第（ii）项的责任限制。

Clause 13

Advice and information, in whatever form it may be given, is provided by the Company for the Customer only. The Customer shall indemnify the Company against all loss and damage suffered as a consequence of passing such advice or information on to any third party.

第 13 条

公司提供的所有建议和信息，无论其是何种形式，仅系向客户提供。如因客户将此类建议或信息传递给任何第三方，客户应对公司因此而遭受的所有损失和损害进行赔偿。

Clause 14

Without prior agreement in writing by an officer of the Company so authorised, the Company will not accept or deal with Goods that require special handling regarding carriage, handling, or security whether owing to their thief attractive nature or otherwise including, but not limited to bullion, currency, securities, precious stones, jewellery, valuables, antiques, pictures, human remains, living creatures, plants. Should any Customer nevertheless deliver any such goods to the Company, or cause the Company to handle or deal with any such goods, otherwise than under such prior agreement, the Company shall have no liability whatsoever for or in connection with the goods, howsoever arising.

第 14 条

除非经公司授权的工作人员的事先书面同意，公司不会接受或处理因具有易被盗窃性质或其他原因而需要在运输、处理或安保方面进行特殊处理的货物，包括但不限于金银、货币、证券、宝石、珠宝、贵重物品、古董、画作、人体遗骸、生物、植物。如果任何客户仍然向公司交付该等货物，或导致公司需要处理该等货物，除非事先达成协议，公司对该等货物有关的所有情形均不承担任何责任，无论该等情形因何产生。

Clause 15

Except pursuant to instructions previously received in writing and accepted in writing by the Company, the Company will not accept or deal with Goods of a dangerous or damaging nature, nor with Goods likely to harbour or encourage vermin or other pests, nor with Goods liable to taint or affect other Goods. If such Goods are accepted pursuant to a special arrangement, but, thereafter, and in the opinion of the Company, constitute a risk to other goods, property, life or health, the Company shall, where reasonably practicable, contact the Customer in order to require him to remove or otherwise deal with the goods, but reserves the right, in any event, to do so at the expense of the Customer.

第 15 条

除非根据公司事前接收到的书面指示并以书面形式予以接受的指示，公司将不接受或处理危险的或具有破坏性的货物，也不会处理可能会藏有或滋生害虫的货物，也不会处理可能会污染或影响其他货物的货物。如果该等货物根据特殊安排被接受，但其后公司认为该等货物对其他货物、财产、生命或健康等构成威胁，公司应在合理可行的情况下联系客户以要求客户移除或用其他方式处理该等货物，但保留在任何情况下移除或处理该等货物并由客户承担相应费用的权利。

Clause 16

Where there is a choice of rates according to the extent or degree of the liability assumed by the Company and/or third parties, no declaration of value will be made and/or treated as having been made except under special arrangements previously made in writing by an officer of the Company so authorised as referred to in clause 26(D).

第 16 条

如果根据公司和/或第三方承担责任的范围与程度有费率选择，则将不会进行价值申报和/或被视为已申报，除非如第 26 条（D）款所述由公司授权的工作人员事先作出书面的特别安排。

THE CUSTOMER

客户

Clause 17

The Customer warrants:

(A)

- (i)** that the following (furnished by or on behalf of the Customer) are full and accurate: the description and particulars of any Goods; any information furnished (including but not limited to, the nature, gross weight, gross mass (including the verified actual gross mass of any container packed with packages and cargo items), and measurements of any Goods); and the description and particulars of any services required by or on behalf of the Customer are full and accurate, and
- (ii)** that any Transport Unit and/or equipment supplied by the Customer in relation to the performance of any requested service is fit for purpose;

(B) that all Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods.

(C) that where the Company receives the Goods from the Customer already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon;

(D) that where the Company provides the Transport Unit, on loading by the Customer, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon.

第 17 条

(A) 客户保证：

- (i)** 以下（由客户或代表客户提供的）内容是完整和准确的：任何对于商品的描述和商品详情；提供的任何信息[包括但不限于任何货物的性质、毛重（包括任何装有包裹和货物的集装箱的核实实际毛重）和尺寸]；且客户或代表客户要求的服务的描述和细节是完整和准确的。
- (ii)** 客户提供的与执行任何所要求的服务相关运输单位和/或设备均适配。

(B) 所有货物均已被适当和充分地准备、包装、堆存、贴标签和/或标记，并且该等准备、包装、堆存、贴标签和标记的行为应适于影响货物和货物特性的任何操作或交易。

(C) 如果公司从客户处收到已经存放在运输单位中的货物，运输单位应处于良好状

态，并且适合将装载在其中或其上的货物运输到预定目的地；

(D) 在公司提供运输单位的情况下，在客户装载时，运输单位应处于良好状态，适合将装载在其中或其上的货物运输到预定目的地。

Clause 18

Without prejudice to any rights under clause 15, where the Customer delivers to the Company, or causes the Company to deal with or handle Goods of a dangerous or damaging nature, or Goods likely to harbour or encourage vermin or other pests, or Goods liable to taint or affect other goods, whether declared to the Company or not, he shall be liable for all loss or damage arising in connection with such Goods, and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the Goods may be dealt with in such manner as the Company, or any other person in whose custody they may be at any relevant time shall think fit.

第 18 条

在不减损公司在第 15 条项下的任何权利的情况下，如果客户向公司交付或导致公司需要处理危险的或具有破坏性的货物，或可能隐藏或滋生害虫的货物，或可能污染或影响其他货物的货物，无论是否向公司进行申报，客户应对与该等货物有关或该等货物所导致的所有损失和损害负责，并应就公司因与该等货物相关而承担的所有罚款、索赔、损害、成本和费用进行赔偿，且公司或任何其他届时保管该等货物的其他人有权以其认为合适的方式处理该等货物。

Clause 19

The Customer undertakes that no claim shall be made against any director, servant, or employee of the Company which imposes, or attempts to impose, upon them any liability in connection with any services which are the subject of the Conditions, and, if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.

第 19 条

客户承诺将不就受本条件约束的任何服务向公司的任何董事、雇员或员工提出让其承担或试图让其承担责任的索赔，且如果任何该等索赔仍被提出，应使公司免受由此产生的所有后果。

Clause 20

The Customer shall save harmless and keep the Company indemnified from and against

- (A) all liability, loss, damage, costs and expenses whatsoever (including, without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the Goods) arising out of the Company acting in accordance with the Customer's instructions, or arising from any breach by the Customer of any warranty contained in the Conditions, or from the negligence of the Customer;**
- (B) without derogation from sub-clause (A) above, any liability assumed, or incurred by the Company when, by reason of carrying out the Customer's instructions, the Company has become liable to any other party;**
- (C) all claims, costs and demands whatsoever and by whomsoever made or preferred, in excess of the liability of the Company under the terms of the Conditions, regardless of whether such claims, costs, and/or demands arise from, or in connection with, the breach of contract, negligence or breach of duty of the Company, its servants, sub-contractors or agents;**
- (D) any claims of a general average nature which may be made on the Company.**

第 20 条

客户应保护公司不受或免受：

- (A) 所有由于公司按照客户的指示从事，或由于客户违反本条件或由于客户的过失而遭受的责任、损失、损害、成本和费用等（包括但不限于上述一般情形、所有的关税、税款、进口税、征收款、押金和/或由当局就货物征收的任何性质的费用）；**
- (B) 在不减损上述（A）款的权益情况下，公司因执行客户的指示而招致的或对任何其他方承担的任何责任；**
- (C) 无论由何人提出或享有优先权的、超过公司在本条件下责任限额的所有索赔、费用和要求，无论该等索赔、费用和要求是否与公司、公司的雇员、分包商或代理人违反合同、过失、违反义务有关或是由之引起的；**
- (D) 任何可能向公司提出的具有共同海损性质的索赔。**

Clause 21

- (A) The punctual receipt in full of sums falling due from the Customer to the Company is critical to the operation of the Company's business and its performance of its obligations to the Customer. Accordingly, the Customer shall pay to the Company in**

cash, or as otherwise agreed, all sums when due, immediately and without reduction or deferment on account of any claim, counterclaim or set-off. Time is of the essence of payment of all and any sums payable by the Customer to the Company.

- (B)** In the event of any failure by the Customer to make full and punctual payment of any sum payable to the Company (in accordance with clause 21(A) above):
- (i)** Any and all other sums properly earned by and/or otherwise due to the Company (but which, but for this clause 21(B), would otherwise not yet be payable by the Customer, whether by virtue of an agreed credit period or otherwise) shall become immediately payable in full; and
 - (ii)** Any sum thereby becoming immediately payable shall be paid to the Company in cash, or as otherwise agreed, and without reduction or deferment on account of any claim, counterclaim or set-off.
- (C)** No omission to seek compensation for breach of 21(A) and (B) above by the Company shall constitute a waiver or release to the Customer from any liability under 21(A) and (B) above during the application of these terms unless agreed in writing by authorised officers of the Company and Customer.
- (D)** The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.

第 21 条

- (A)** 按时收到客户应向公司支付的款项对公司的业务运营及其对客户履行义务至关重要。因此，客户应在款项到期时立即以现金或其他约定的方式向公司进行支付，且不得因任何的索赔、反索赔或抵销而减损或延期。就客户支付给公司的任何款项而言，按时支付是至关重要的。
- (B)** 如果客户未能按时全额向公司支付任何其他应付款项(根据上述第 21 条(A)款):
- (i)** 由公司适当赚取和/或以其他方式应得的任何所有款项(但是，如果没有本第 21 条(B)款，客户本来基于约定的信用期或其他原因还无需支付的除外)应被立即全额支付。
 - (ii)** 任何因此应立即支付的款项应被以现金或约定的其他方式支付给公司，且不得因任何的索赔、反索赔或抵销而减损或延期。
- (C)** 除非公司授权工作人员与客户书面同意，公司未对违反上述第 21 条(A)款和(B)款的行为寻求索赔不得被视为公司在这些本条件适用期间放弃或免除客户在上述第 21 条(A)款和(B)款项下的责任。
- (D)** 经修订的 1998 年《商业债务逾期付款(利息)法》适用于客户应付的所有款项。

Clause 22

Where liability arises in respect of claims of a general average nature in connection with the Goods, the Customer shall promptly provide security to the Company, or to any other party designated by the Company, in a form acceptable to the Company.

第 22 条

如果与货物有关的共同海损性质的索赔导致了责任，客户应及时以公司可以接受的形式向公司或任何公司指定的其他方提供担保。

LIABILITY AND LIMITATION

责任和限制

Clause 23

The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgment.

第 23 条

公司应以合理程度的谨慎、注意、技能和判断履行其职责。

Clause 24

The Company shall be relieved of liability for any loss or damage if, and to the extent that, such loss or damage is caused by:-

- (A) strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence; or**
- (B) any cause or event which the Company is unable to avoid, and the consequences of which the company is unable to prevent by the exercise of reasonable diligence.**

第 24 条

如果损失或损害是由以下原因造成的，公司在该等范围内将免除对该等损失或损害的责任：

- (A) 罢工、封锁、停工或限制劳动的情况，公司尽合理努力无法避免其后果；或**
- (B) 公司无法避免的任何原因或事件，且公司无法通过合理努力避免其后果。**

Clause 25

Except under special arrangements previously made in writing by an officer of the Company so authorised, the Company accepts no responsibility with regard to any failure to adhere to agreed departure or arrival dates of Goods.

第 25 条

除非事先由公司授权的工作人员以书面形式作出特别安排，公司对任何未能遵守约定货物出发或到达日期的事件不承担责任。

Clause 26

(A) Subject to clause 2(B) and 11(B) above and sub-clause (D) below, the Company's liability howsoever arising and, notwithstanding that the cause of loss or damage be unexplained, shall not exceed:

(i) in the case of claims for loss or damage to Goods:

(a) the value of any loss or damage; or

(b) a sum at the rate of 2 SDR per kilo of the gross weight of any Goods lost or damaged

whichever shall be the lesser.

(ii) subject to (iii) below, in the case of all other claims:

(a) the value of the subject Goods of the relevant transaction between the Company and its Customer; or

(b) where the weight can be defined, a sum calculated at the rate of 2 SDR per kilo of the gross weight of the subject Goods of the said transaction; or

(c) 75,000 SDR in respect of any one transaction, whichever shall be the lesser.

(iii) in the case of an error and/or omission, or a series of errors and/or omissions which are repetitions of or represent the continuation of an original error and/or omission:

(a) the loss incurred; or

(b) 75,000 SDR in the aggregate of any one trading year commencing from the time of the making of the original error and/or omission,

whichever shall be the lesser.

For the purposes of clause 26(A), the value of the Goods shall be their value when they were, or should have been, shipped. The value of SDR shall be calculated as at the date when the claim is received by the Company in writing.

(B) Subject to clause 2(B) above and sub-clause (D) below, the Company's liability for loss or damage as a result of failure to deliver, or arrange delivery of goods, in a reasonable time, or (where there is a special arrangement under Clause 25) to adhere to agreed departure or arrival dates, shall not in any circumstances

whatever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant contract.

- (C) Save in respect of such loss or damage as is referred to at sub-clause (B), and subject to clause 2(B) above and sub-clause (D) below, the Company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profit, loss of market, or the consequences of delay or deviation, however caused.
- (D) On clearly stated instructions in writing declaring the commodity and its value, received from the Customer and accepted by the Company, the Company may accept liability in excess of the limits set out in sub-clauses (A) to (C) above upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.

第 26 条

- (A) 受限于上述第 2 条 (B) 款和第 11 条 (B) 款以及下述本条 (D) 款, 公司无论因何而产生的责任, 尽管损失和损害的原因无法解释, 在任何情况下不应超过:
- (i) 在对于货物的损失或损坏的索赔的情况下:
- (a) 任何损失或损坏的价值; 或
- (b) 对任何损失或损坏的货物按毛重每千克 2 个特别提款权的费率计算的金额,
- 以二者较小者为限。
- (ii) 受限于下述 (iii) 的情况, 对于所有其他索赔:
- (a) 公司与客户之间有关交易的标的货物的价值; 或
- (b) 在重量可以被确定的情况下, 对前述交易的标的货物按毛重每千克 2 个特别提款权的费率计算的金额; 或
- (c) 每一笔单独交易以 75,000 个特别提款权计算,
- 以三者较小者为限。
- (iii) 在出现错误和/或遗漏, 或因最初错误和/或遗漏的重复或继续而导致了一系列的错误和/或遗漏的情况下:
- (a) 所导致的损失; 或
- (b) 任何一个从最初的错误和/或遗漏发生之日起的一个交易年度内, 累计为 75,000 个特别提款权,
- 以二者较小者为限。

为第 26 条 A 款之目的，货物的价值应当为其装运时或应当被装运时的价值。特别提款权的价值应当按照公司收到书面索赔之日的价值计算。

- (B) 受限于上述第 2 条 (B) 款和下述本条 (D) 款，公司对因未能在合理时间内交付或安排交付货物造成的损失和损害，或因未能遵守约定的出发或到达日期(第 25 条对此有特殊安排) 而承担的责任，在任何情况下均不得超过公司就相关合同所收取费用的两倍。
- (C) 除本条 (B) 款所提及的该等损失或损害，并且受限于上述第 2 条 (B) 款和下述本条 (D) 款，公司在任何情况下均不对间接损失或后果性损失负责，例如(但不限于) 利润损失、市场损失、延误和偏差的后果，无论该等损失是如何造成的。
- (D) 根据从客户处收到的，且经公司书面确认的客户明确声明商品及其价值的书面指示，在客户同意支付因公司接受提高责任限额而增加的额外费用时，公司可以接受超过上述本条 (A) 至 (C) 款规定的限额的责任。经请求公司将提供额外费用的详细信息。

Clause 27

- (A) **Any claim by the Customer against the Company arising in respect of any service provided for the Customer, or which the Company has undertaken to provide, shall be made in writing and notified to the Company within 14 days of the date upon which the Customer became, or ought reasonably to have become, aware of any event or occurrence alleged to give rise to such claim, and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred, except where the Customer can show that it was impossible for him to comply with this time limit, and that he has made the claim as soon as it was reasonably possible for him to do so.**
- (B) **Notwithstanding the provisions of sub-paragraph (A) above, the Company shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any service provided for the Customer, or which the Company has undertaken to provide, unless suit be brought and written notice thereof given to the Company within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.**

第 27 条

- (A) 客户就任何向客户提供的服务或公司向客户承诺提供的服务而向公司提出的任何索赔，应以书面形式提出，并应在客户知道或合理地应当知道据称会引起该

等索赔的事件或情况之日起的 14 天内通知公司。任何未按前述提起的索赔或通知应被视为彻底的放弃并完全取消，除非客户能够证明其不可能遵守这个时限，且其已经在合理可行的情况下尽快提出了索赔。

- (B) 尽管有前述 (A) 款的约定，公司在任何情况下均应免除由于为客户提供的服务或承诺为客户提供的服务而导致的任何责任，除非在据称导致对公司提起诉讼的事件发生之日起九个月内向公司提起诉讼并书面通知公司。

JURISDICTION AND LAW

管辖与适用法

Clause 28

(A) The Conditions and any act or contract to which they apply shall be governed by English law.

(B) Any dispute arising out of any act or contract to which the Conditions apply shall be submitted to arbitration in London under LMAA terms which shall be conducted as follows:

- (i) Where the amount claimed by the claimant is less than £400,000, excluding interest, (or such other sum as the Company and Customer may agree, and subject to (iii) below), the reference shall be to a tribunal of three arbitrators and the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure applicable at the date of the commencement of the arbitration proceedings;
- (ii) Where the amount claimed by the claimant is less than £100,000, excluding interest, (or such other sum as the Company and Customer may agree, and subject to (iii) below), the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure applicable at the date of the commencement of the arbitration proceedings;
- (iii) In any case where neither of the LMAA Procedures referred to in (i) and/or (ii) above applies, the reference shall be to three arbitrators in accordance with the LMAA Terms applicable at the date of the commencement of the arbitration proceedings.

第 28 条

(A) 本条件及其适用于的任何行为或合同均适用英国法。

(B) 凡因适用本条件的任何行为或合同而引起的相关争议，均应根据伦敦海事仲裁

员协会条款于伦敦提交仲裁，仲裁应按以下方式进行：

- (i) 若申请人的索赔金额低于 400,000 英镑（不含利息）（或公司与客户可能商定的其他金额，并受下文（iii）款的限制），则应提交于三人仲裁庭，仲裁应按照仲裁程序开始之日伦敦海事仲裁员协会届时有效的中等金额索赔程序进行；
- (ii) 若申请人的索赔金额低于 100,000 英镑（不含利息）（或公司与客户可能商定的其他金额，并受下文（iii）款的限制），则应提交于独任仲裁庭，仲裁应按照仲裁程序开始之日伦敦海事仲裁员协会届时有效的小额索赔程序进行；
- (iii) 在上述（i）款和/或（ii）款提及的伦敦海事仲裁员协会程序均不适用的情况下，应按照仲裁程序开始之日伦敦海事仲裁员协会届时有效的条款提交三人仲裁庭仲裁。

Clause 29

The Conditions are written in both English and Chinese. In the event of any discrepancy, the English version shall prevail.

第 29 条

本条件以英文和中文书写，如有任何差异，以英文版为准。

The Company has explained the Conditions to the Customer in detail, and the Customer has also read the Conditions in detail. The Customer hereby confirms that it fully understands and agrees with the Conditions, especially the conditions that require special attention from the Customer which are listed in the very beginning and in bolder fonts.

公司已经向客户详细解释本条件，客户也已经详细阅读本条件。特此确认其完全理解并同意本条件，尤其需要客户特别注意的条件已经以粗体列在最前面。

THE COMPANY:

公司：

Europa Air & Sea (Shanghai) Limited
御隆国际货运代理（上海）有限公司

(Signature and/or Stamp)

（签名和/或盖章）

THE CUSTOMER:

客户：

[NAME OF THE CUSTOMER]

【客户名称】

(Signature and/or Stamp)

（签名和/或盖章）

Date:
日期:

Date:
日期: