

General terms and conditions of Hupac International Logistics (Shanghai) Co.

Version of 30 September 2016

hereinafter called "GTC"

1. Definitions

- 1.1. COMPANY shall mean Hupac International Logistics (Shanghai) Co.
- 1.2. CUSTOMER shall mean any legal entity or natural person concluding contract with the COMPANY, accepting the service provided by the COMPANY and enjoying rights and undertaking obligations according to the contract, or any legal entity or natural person having an interest in the contract, including but not limited to owner, consignor, shipper, consignee of the goods or their agents.
- 1.3. INSTRUCTION shall mean statements of the CUSTOMER's specific requirements and includes the instructions specified in the booking order.
- 1.4. OWNER shall mean the owner of the goods (including any containers or equipment other than those provided by the COMPANY or carriers) to which any business concluded under these GTC relates and any other person who is or may become interested in them and includes the consignee named in the INSTRUCTIONS and/or in the front of any form of transport document.
- 1.5. GOODS shall include live animals and the containers, pallets or similar articles of transport supplied by the shipper for consolidating the goods.
- 1.6. DANGEROUS GOODS shall mean the goods classified as dangerous goods under international conventions or domestic laws and the goods that are likely to become dangerous, flammable, radioactive, noxious or damaging.
- 1.7. FORCE MAJEURE shall mean an objective circumstance that is unforeseeable, unavoidable, and insurmountable.
- 1.8. FRAMEWORK AGREEMENT shall mean the framework agreement entered by the PARTIES having as an object the provision of freight forwarding agency services.
- 1.9. PARTIES shall mean the COMPANY and the CUSTOMER.

2. Non-carrier clause

It is mutually understood and agreed that the COMPANY acts as, and only as, a freight forwarder and that it does not hold itself out as a carrier or an NVOCC in any jurisdiction. The COMPANY does not intend to be bound as a carrier or an NVOCC.

霍派国际物流（上海）有限公司 之 通用条款及条件

2016年9月30日版

以下简称“通用条款”

1. 定义

- 1.1. “本公司”指霍派国际物流（上海）有限公司。
- 1.2. “客户”指与本公司签订合同，接受本公司服务，享受合同项下权利并承担合同项下义务的任何法人或自然人，或与合同有利害关系任何法人或自然人，包括但不限于货物的所有人、托运人、发货人、收货人或其代理。
- 1.3. “指示”指载明客户详细要求的书面陈述，包括在订单中所记载的明确指示。
- 1.4. “货主”指与依据通用条款达成的业务合作相关的货物（包括任何集装箱或设备，但本公司或承运人提供的除外）的所有人，及现时或将来可能对货物享有权益的任何第三方，包括指示中和/或任何形式的运输单证正面所指定的收货人。
- 1.5. “货物”应当包括活动物，以及发货人为加固货物所提供的集装箱、托盘或类似运输物件。
- 1.6. “危险货物”指依据国际公约或国内法划定为危险品的货物，以及可能潜在具有危险性、易燃性、放射性、有毒性或破坏性的货物。
- 1.7. “不可抗力”指不可预见、不可避免并不能克服的客观情况。
- 1.8. “框架协议”指合同各方签订的列明货运代理服务条款的框架协议
- 1.9. “合同各方”指本公司及客户。

2. 非承运人条款

双方理解并同意本公司仅作为货运代理，且在任何法域都不以承运人或无船承运人从事业务。本公司亦无任何意愿承担承运人或无船承运人的义务。

3. Application of the GTC

Any business undertaken or advice, information or services provided by the COMPANY is undertaken or provided on the terms of these GTC. The present GTC shall prevail over those of any CUSTOMER or carrier or any party with whom the COMPANY contracts.

4. Object of company's services

4.1. In General. The COMPANY is free to elect, whether it shall perform all or any part of business undertaken or provide information or services, itself or as principal with respect to another person, subject to the terms and conditions contained herein which shall apply mutatis mutandis to the CUSTOMER and any such person.

4.2. Company's Contracting. In procuring the forwarding services, the COMPANY shall be entitled to act either as an agent for and on behalf of the CUSTOMER or as a principal, in its absolute discretion. The COMPANY will enter into contracts as an agent for and on behalf of the CUSTOMER, unless otherwise explicitly agreed in writing. To this respect, the offer and acceptance of a fixed price for the accomplishment of any task shall not itself determine that such task is to be arranged by the COMPANY acting as a principal. **The CUSTOMER acknowledges that when the COMPANY concludes, in its own name or otherwise, any contract with a third party, such agreement is concluded between the CUSTOMER and the third party.** Unless otherwise agreed in writing, the COMPANY, when acting as agent for and on behalf of the CUSTOMER, shall be entitled to enter into any contract it reasonably deems necessary for the fulfilment of the INSTRUCTIONS.

4.3. Orders. The CUSTOMER shall transmit the order to the COMPANY either in writing or by e-mail. The COMPANY may also accept orders placed verbally. However, the CUSTOMER shall bear the burden of the proof that an order sent by e-mail has been received by the COMPANY and shall bear the risk of incorrect or incomplete verbal transmission. The order shall contain all information required for a proper execution.

4.4. Examination of Orders. The COMPANY shall examine the orders transmitted by the CUSTOMER and shall have the right, but not the obligation, to examine at any time whether the conditions for shipment have been complied with. The COMPANY is not obliged to control content, weight, dimensions, of packages, container or, in general, shipments under the present GTC. In case of irregularities, the COMPANY shall inform the CUSTOMER as soon as possible.

4.5. Framework Agreement. The PARTIES shall enter a FRAMEWORK AGREEMENT. The signature of the FRAMEWORK AGREEMENT alone does not imply any obligation of the COMPANY to accept and carry forth any order by the CUSTOMER.

5. Company's discretion

5.1. In General. Notwithstanding anything to the contrary herein contained, if at any time, the COMPANY should reasonably consider it to be in the CUSTOMER's interests to depart from any INSTRUCTIONS, then, the COMPANY shall be entitled to do so and shall not incur

3. 通用条款适用范围

本公司承接的所有业务、提供的所有意见、信息或服务，均应依据通用条款进行。通用条款的现行版本如与任何客户、承运人或与本公司定有合同的一方所持有的通用条款规定冲突，应以通用条款的规定为准。

4. 本公司服务内容

4.1. 概述。通用条款所载条款及条件，经必要修正，应当适用于任何客户及相关人士。依据通用条款内容，本公司有权选择由本公司自己履行全部或部分所承接的业务或提供信息或服务，或作为当事人指示第三方履行。

4.2. 本公司订约。为获得货运服务，本公司有绝对裁量权自行选择作为客户的代理人代表客户行事或作为当事人行事。除另有书面明确约定，本公司有权作为客户的代理人代表客户签订合同。就此，为完成某一任务而提出或接受任何固定费用报价的行为并不表示本公司就该项任务作为当事人自行行事。无论本公司是否以本公司自己的名义同第三方签订合同，客户确认，该等合同应当直接约束客户及第三方。除另有书面约定，当作为代理人代表客户行事时，为执行指示，本公司有权在其认为合理及必要时签订任何合同。

4.3. 订单。客户应当通过书面或电子邮件形式向本公司发送订单。本公司也可以接受口头订单。但是，客户应当负责证明本公司已经收悉电子邮件订单，并承担任何由于口头发送订单可能引起的订单信息错误或不完整所导致的风险。订单应当包含为妥善执行事务所必须的一切信息。

4.4. 订单的核查。本公司应当对客户发送的订单进行核查，并有权利（而非义务）在任何时间核查运输条件是否符合。依据通用条款的现行版本，本公司不承担控制包装、集装箱或整体承运货物的内容、重量及体积的义务。如有异常，本公司应当尽快通知客户。

4.5. 框架协议。合同各方应当签订框架协议。但仅框架协议的签订并不表示本公司有义务必须接受或承运任何客户所发送的订单。

5. 本公司的裁量权

5.1. 概述。即便通用条款载有任何与此相反的内容，如果本公司有合理理由认为为客户权益应当偏离客户指示，则本公司在任何时候均有权选择该种偏离且不承担任何责任。如果本公司认为有任何事件或情

any liability. If events or circumstances come to the attention of the COMPANY which, in its opinion, make it in whole or in part, impossible or impracticable for the COMPANY to comply with any INSTRUCTIONS, the COMPANY shall take reasonable measures to inform the CUSTOMER and to seek further INSTRUCTIONS. If these are not received by the COMPANY in writing within a reasonable time, the COMPANY shall, at its sole discretion, be entitled to detain, return, store, sell, abandon, or destroy all or part of the GOODS concerned at the risk and expense of the CUSTOMER.

- 5.2. In the Absence of Instructions. In the absence of INSTRUCTIONS given by the CUSTOMER to the COMPANY in good time, (i) it shall be in the discretion of the COMPANY to decide at what time to perform or to procure the performance of any or all of the acts necessary to perform its obligations; (ii) the COMPANY shall have an absolute discretion to determine the means and procedure to be followed in performing all or any of the acts or services it has agreed to perform; and (iii) in all cases where fees, prices, tariff rates or premiums offered by any carrier, warehouse facilities, or other service providers, depend on the value of the GOODS, it shall be in the discretion of the COMPANY as to what declaration, if any, shall be made, and what liability, if any, shall be imposed on the aforementioned service providers.

6. Customer's warranties

6.1. The CUSTOMER warrants that:

- a. it is either the OWNER or the authorised agent of the OWNER, sender, shipper or consignee of any GOODS, in respect of which the CUSTOMER instructs the COMPANY and that each such person is bound by these GTC. In the event that any such person should not, for whatever reason, be bound by these GTC, the CUSTOMER shall indemnify the COMPANY completely against all and any liability that the latter shall incur because of that.
- b. all information, INSTRUCTIONS and documents supplied or to be supplied by it to the COMPANY is and shall be accurate, true and comprehensive. The CUSTOMER warrants that it will not withhold any necessary or pertinent information, and indemnifies the COMPANY against all claims, losses penalties, damages, expenses and fines arising as a result of a breach of the above whether negligently or otherwise.

7. Customer's undertaking

- 7.1. The CUSTOMER is responsible that the GOODS will be properly, adequately and appropriately prepared and packed, stowed, labelled and marked, in compliance with the requirements of all relevant transport authorities and carriers.
- 7.2. The CUSTOMER shall make sure that the GOODS are accompanied by all necessary completed documents, save to the extent that the COMPANY has undertaken to prepare or procure this, failing which the COMPANY shall be entitled to refuse acceptance of the GOODS, or to order the removal of GOODS in storage or to refuse delivery of the GOODS until the correct documents have been provided.
- 7.3. Where GOODS are carried by means of containers, trailers, flats, tilts, railway wagons, tanks or any other

况可能全部或部分的影响到本公司履行客户指示，致使本公司无法或事实上不能符合客户指示，本公司应当采取合理措施通知客户并寻求客户的进一步指示。如本公司未能在合理期间内通过书面方式收悉客户的进一步指示，本公司有权自行决定扣留、退回、变卖、丢弃或销毁全部或部分的相关货物，且费用及风险均由客户自行承担。

- 5.2. 无指示情形。在客户未能在合理期间内给予本公司指示的情况下，(i) 本公司有权自行决定何时履行或何时安排履行为完成本公司义务所必要的全部或一切行为；(ii) 本公司有绝对裁量权自行决定其所同意履行的全部或一切行为或服务的履行方式及流程；以及(iii) 当任何承运人、仓库保管人或其他服务提供方依据货物价值记取费用、价格、关税税率或额外费用时，本公司有权自行决定如何进行申报(如有)以及上述服务提供方应当承担何种责任(如有)。

6. 客户的保证

6.2. 客户兹保证：

- a. 就客户指示本公司运输的货物，客户为货主或货主、发送方、发货人或收货人的授权代理，且上述各方均应受通用条款约束。无论何种原因，如通用条款不能约束上述任一方，而本公司由此承担了任何责任，则客户应当全额向本公司进行补偿。
- b. 客户向本公司提供或将提供的所有信息、指示及文件资料均应准确、真实且充分。客户保证其将不会保留任何必要信息或相关信息。无论是否出于疏忽，如违反上述保证，客户均应向本公司承担责任，补偿本公司由此产生的一切索赔、损失、处罚、损害、费用及罚款。

7. 客户的承诺

- 7.1. 客户负责货物将会依据相关运输主管部门和承运人的所有要求进行妥善、充分且适宜的准备、包装、仓储、标签及标识。
- 7.2. 除本公司承诺将会准备或取得的文件以外，客户应当确保随货提供一切必要且完整的单证文件，否则本公司有权拒收货物，或指示将货物从仓库中移出，或拒绝交付货物，直至客户提供正确的单证文件。
- 7.3. 凡货物是通过集装箱、拖车、平板、翘板、铁路车厢、罐体或其他任何运载工具方式承运，客户负责

loading unit, the CUSTOMER is responsible (i) that the transport unit has been properly and competently loaded, in particular, under compliance of all relevant regulations on DANGEROUS GOODS; (ii) that the GOODS involved are suitable for carriage in or on the transport unit; and (iii) that the transport unit itself is in a suitable condition to carry the GOODS loaded therein and complies with the requirements of all relevant transport authorities and carriers.

- 7.4. The CUSTOMER shall be responsible for the completeness, authenticity and validity of the shipping order, customs declaration, licence, contract, certificate of commodity inspection, commercial invoice, packing list, bill of lading, waybill, and another document that is otherwise necessary for the COMPANY to perform its contractual duties.
- 7.5. The CUSTOMER understands applicable Chinese, US, and other applicable jurisdictions' export controls and sanctions law. By any new order, the CUSTOMER confirms that he has obtained the required licences for the import, transfer, export or re-export of the GOODS, or that he has complied with the applicable notification obligations, and that he has not or will not export, re-export, transfer, retransfer, or sell the GOODS to a destination, end-user, or end-use that would be in breach of, or be penalized under Chinese, US, or other applicable jurisdictions' export control and sanctions laws, as the case may be. The CUSTOMER undertakes to submit such licenses or notifications to the COMPANY on its own initiative. The COMPANY shall not transport the GOODS or be liable to pay any damages or provide any benefit to the CUSTOMER to the extent that undertaking such an act, or failing to act or omitting material information related to such an act, would expose HILS to any sanction, restriction, prohibition, or penalty under Chinese, US, or other applicable jurisdictions' export controls and sanctions laws.

8. Company's undertakings

- 8.1. The COMPANY shall be in strict compliance with any and all the procedures of international freight forwarding and shall endeavour to discharge its duty as an international freight forwarder in a swift manner.
- 8.2. The COMPANY undertakes that its activities shall not exceed the scope of its power as an agent, save as it is necessary pursuant to Clause 5 herein.
- 8.3. The COMPANY shall provide the CUSTOMER with advice in respect of matters related to freight forwarding with a view to achieving the CUSTOMER's purpose in a safe, swift and economical manner. At the request of the CUSTOMER, the COMPANY shall provide update of the status of the GOODS in transit from time to time.

9. Company's liability

- 9.1. In general, all forwarding services provided by the COMPANY by or on behalf of or at the request of the CUSTOMER and/or the OWNER, are provided at the sole risk of the CUSTOMER and/or OWNER. The CUSTOMER indemnifies the COMPANY against any claim which might be brought against the latter, whether in contract, tort or otherwise, by any OWNER, subcontractor or any other third party.
- 9.2. Notwithstanding any representations made by the COMPANY regarding any delivery dates, these are

(i) 货物已被妥善且恰当的装入运输工具，该种装载方式特别应当符合所有有关危险货物的规定；
(ii) 待运货物适宜通过该种运输工具进行运输；
以及 (iii) 运输工具自身处于良好状况，适宜装运所载货物，并符合相关运输主管部门和承运人的所有要求。

- 7.4. 客户应当对文件的完整性、真实性以及有效性负责，包括订舱单、报关单、许可证、合同、商检证书、商业发票、装箱单、提单、运单以及其他任何本公司为履行合同职责所需文件。
- 7.5. 客户确理解中国法、美国法以及其他相关适用法下出口管制和经济制裁相关法律。客户下达任何新订单，就等于其确认其已取得进口、转运、出口或再出口货物所需的许可，或其已经履行相关通知义务，不会且将来亦不会违反中国法、美国法或其他适用法下出口管制和经济制裁相关法律，将货物出口、再出口、转运、再转运或销售至该种法律所禁止的目的地、最终用户或最终用途。客户承诺主动向本公司递交前述提及的许可或通知。如由于本公司从事或不从事上述事宜，或由于客户遗漏告知与上述事宜相关的重要信息，本公司可能面临中国法、美国法或其他适用法下出口管制和经济制裁相关法律所规定的制裁、限制、禁止或处罚，本公司有权拒绝承运货物，并不向客户承担任何赔偿或补偿责任。

8. 本公司的承诺

- 8.1. 本公司应当严格遵守全部及一切国际货物运输代理流程，及时恪尽国际货物运输代理人义务。
- 8.2. 本公司承诺，除非依据通用条款第5条确有必要，本公司所有行为不应超过其作为代理人所得授权范围。
- 8.3. 为达成客户意愿，本公司应当就货物运输代理相关事宜向客户提供意见。意见的给出应遵循安全、迅速且经济的原则。应客户要求，本公司应随时向客户更新在途货物的状态。

9. 本公司的责任

- 9.1. 通常而言，本公司向客户和/或货主，或应客户和/或货主要求提供的一切货运服务可能产生的风险，应当由客户和/或货主自行承担。如本公司由此遭受自货主、分包商或任何其它第三方的任何违约或侵权索赔等，客户均应向本公司承担赔偿责任。
- 9.2. 如果本公司就交付日期有过任何表示，该种表示仅

estimates only and non-binding upon the COMPANY. It is agreed that, insofar as COMPANY's obligations are concerned, time shall not be of the essence and any delay will not entitle the CUSTOMER to cancel any contract or claim damages.

- 9.3. If a carrier, a warehousing facility or any other service provider occasions any damage to the CUSTOMER or the OWNER, the CUSTOMER shall lodge its claim for damages directly against them and is not entitled to lodge any claim for damages against the COMPANY. If so required by the CUSTOMER, the COMPANY may assist it in the claim and shall provide the CUSTOMER with relevant information that it possesses related to the claim.
- 9.4. If the COMPANY is prevented or restricted, whether directly or indirectly, from carrying out all or any of its obligations by FORCE MAJEURE or by any other reason beyond its control, the COMPANY shall be relieved of performing its obligations for the period that such event continues and no liability whatsoever shall attach to the COMPANY for any inability to perform. FORCE MAJEURE may include, but is not limited to, any strike (unless the strike involves only PARTY B's staff), lock-out, terminal or port closure, derailment, industrial dispute, fire, explosion, earthquake, storms, hail, flood, landslide, riot, unrest, war, legislation, regulation or ordinance, act or omission of any port, rail or other authority, and insolvency, bankruptcy, rehabilitation, or restructuring proceedings of any third party (including, but is not limited to, carriers, NVOCCs, warehouse operators, or the like) in any jurisdiction.
- 9.5. In the event that the COMPANY is found liable to the CUSTOMER and/or the OWNER, despite the dispositions of the previous paragraphs, the COMPANY's liability shall not exceed 8.33 Special Drawing Rights per kilo gross weight of the part of the GOODS involved. However, the total amount of liability per occurrence shall not exceed 20'000 Special Drawing Rights.
- 9.6. Notwithstanding the preceding paragraph, the COMPANY's liability towards any CUSTOMER shall not exceed ¥ 300'000 in aggregate during each calendar year, pro rata. With regard to any CUSTOMER, should its total claims to the COMPANY, if duly justified and lawfully established, fall short of the aggregate amount of the limit of liability for any given calendar year, the balance shall not be carried forward to the following calendar year.

10. Fees and payments

- 10.1. Any fee, price or tariff provided by the COMPANY to the CUSTOMER is exclusive of any governmental duties or taxes, unless otherwise agreed.
- 10.2. The COMPANY shall invoice the CUSTOMER for its services in accordance with the rates, charges and provisions that are mutually agreed upon by and between the PARTIES in writing or by e-mail.
- 10.3. The CUSTOMER agrees to pay COMPANY's invoice within fifteen (15) calendar days of invoice date without deduction or set off to the bank account as designated by the COMPANY in the FRAMEWORK AGREEMENT. The COMPANY shall apply payment to the amount due for the specified invoice, regardless whether there are

为预估，对本公司并无约束力。合同各方同意，就本公司的义务而言，时间并非至关重要的因素，客户无权就任何迟延解除合同或索赔损失。

- 9.3. 如果由于承运人、仓库保管人或其他任何服务提供方原因造成了客户或货主的任何损失，客户应当向其直接索赔，且无权向本公司进行索赔。应客户要求，本公司可以协助其索赔，并向客户提供本公司持有的索赔相关信息。
- 9.4. 如由于不可抗力或任何其他本公司不能控制的原因，直接或间接导致本公司未能履行或受限不能履行合同项下全部或部分义务，本公司在该种原因存续期间可以不予履行合同义务，且本公司就该种履行不能不应承担任何责任。不可抗力包括但不限于任何罢工（仅乙方员工进行的罢工除外），封港，货运站或港区关闭，火车越轨，劳资纠纷，火灾，爆炸，地震，风暴，冰雹，洪水，山体滑坡，暴动，骚乱，战争，法律、法规或条例，港区、铁路或其他主管部门的行为或过失，以及任何第三方（包括但不限于承运人、无船承运人、仓库经营人等）在任何法域内的清算、破产、再生或重组程序。
- 9.5. 如依据上述约定，本公司仍应对客户和/或货主负有赔偿责任，该项赔偿责任应当不超过每公斤8.33个特别提款权的责任限制，重量以涉案货物毛重计算。但本公司针对每一事故的总赔偿责任不应超过20,000个特别提款权。
- 9.6. 即便有前款约定，本公司针对每一客户的每日历年总赔偿责任不应超过人民币300,000元，不足的按比例折算。如果客户有合理证明并向本公司合法提出了索赔主张，但索赔总额未达每日历年该客户的总责任限额，其余部分不应转入下一日历年度的责任限额。

10. 费用及支付方式

- 10.1. 除另有约定，本公司向客户提供的任何费用、价格或关税不包括政府关税或征税。
- 10.2. 本公司应当依照合同各方书面或通过电子邮件形式协商一致的费率、收费方式及约定就本公司所提供的服务开具发票。
- 10.3. 客户同意在开票日期后十五（15）个日历日内向框架协议项下本公司指定银行账户支付款项，支付时不得进行扣减或抵销。无论此前是否已有未付发票，本公司应当将款项用于抵扣指定发票的到期款项。

earlier unpaid invoices.

- 10.4. In the case that any fee should be due in advance, the CUSTOMER shall pay before the shipment, according to the specific provisions as agreed in the FRAMEWORK AGREEMENT or elsewhere among the PARTIES, and the COMPANY has the right to refuse to have the GOODS shipped until such a fee is settled.
- 10.5. Payment of the freight charges to the COMPANY shall relieve the CUSTOMER or other responsible party of any liability to the carrier for non-payment of its freight charges; the COMPANY hereby covenants and agrees to indemnify the CUSTOMER or other responsible party against such liability.
- 10.6. Should the CUSTOMER fail to effect any payment on time,
- interest at 5% p.a., pro rata, should start to accrue from the date on which such payment is due;
 - the COMPANY shall be entitled to exercise its right of lien on the GOODS, whether such GOODS are related to the payment or not. However, the value of the GOODS to be subject to the lien shall be commensurate to the amount of the overdue payment, with the expenses, costs and interests taken into due

11. Miscellaneous provisions

- 11.1. Notification. Unless otherwise set forth by these GTC (for instance, as for the communication of orders and confirmations), notifications under this GTC shall be made in writing and by registered letter or courier to the address set forth in the FRAMEWORK AGREEMENT and anticipated via e-mail as specified therein.
- 11.2. Transports to and from Countries under COTIF and/or SMGS Regime. As regards international railway transportation, the CUSTOMER acknowledges that COTIF and/or SMGS may apply, depending on the route.
- 11.3. Severability. If any section, term, provision, or clause thereof in these GTC is found or held to be invalid or unenforceable in any jurisdiction in which these GTC is being performed, the remainder of these GTC shall be valid and enforceable and the PARTIES shall negotiate in good faith, a substitute, valid and enforceable provision which most nearly effects the economical aim of the invalid provision. The same applies in case of loopholes in these GTC.
- 11.4. Waiver. Except where expressly provided for under these GTC, the failure or inability of a PARTY to complain of the violation either of its right or of the contractual terms does not imply the general waiver to assert this or any other legal right.
- 11.5. Language. These GTC are made in English and Chinese, with each version having equal force. In case of discrepancy, if any, the English version shall prevail.

- 10.4. 如依据框架协议或合同各方之间另有明确约定有任何费用应于货物出运前到期，则客户应当在出运前缴清该款项，且本公司在该项费用结清前有权拒绝出运货物。
- 10.5. 本公司收悉货运费用后，客户或其他责任方将不再向承运人承担欠付运费责任。如客户或其他责任方由此产生任何责任，本公司特此确认同意承担赔偿责任。
- 10.6. 如客户未能准时支付任何款项，
- 应当从该款项到期之日起按照5%的年利率计算利息；
 - 本公司有权针对货物行使留置权，无论该等货物是否同欠付款项存在关联。但是，所留置的货物价值应当同逾期款项一致，相关支出、费用及利率均应考虑在内。

11. 其他事项

- 11.1. 通知。除通用条款另有约定（例如，订单及确认的沟通传达），通用条款项下通知均应以书面方式作出，通过挂号信或快递方式邮寄至框架协议所列地址并通过电子邮件形式发送至该协议所列邮箱地址。
- 11.2. 起运地或目的地为《国际铁路运输公约》和/或《国际铁路货物联运协定》缔约国的运输。就国际铁路运输，客户确认知晓依据运输路径的不同，《国际铁路运输公约》和/或《国际铁路货物联运协定》可能适用于运输。
- 11.3. 可分割性。如通用条款的任何章节、术语、约定或条款在通用条款实际履行的法域内被认定为无效，通用条款其余内容仍应有效。合同各方应当遵守诚信原则，共同协商拟定有效的替代条款，该替代条款应最大化反应原无效条款的经济性目标。如通用条款有任何遗漏之处，亦适用上述规则。
- 11.4. 弃权。除通用条款下明确约定，一方就另一方违约行为或侵犯其合法权益行为的沉默不构成其向另一方索赔任何合法权益的放弃。
- 11.5. 语言。通用条款采用英文和中文双语，每一版本均具有相同效力。如有任何歧义，应以英文版本为准。

11.6. Governing Law and Jurisdiction. These GTC are subject to Chinese Law (with the exception of the Chinese law with respect to the private international law). The PARTIES irrevocably consent to submit any dispute, controversy or claim arising out of, or in relation to, these GTC including the ones concerning validity, invalidity, breach or termination of the GTC, to China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Sub-Commission (Arbitration Centre) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The language of arbitration shall be English. The arbitral award is final and binding upon both PARTIES.

11.6. 适用法律及管辖。通用条款适用中国法（中国法有关国际私法的部分除外）。合同各方在此不可撤销的同意将通用条款项下产生的、或与通用条款相关的一切争议、纠纷或索赔提交中国国际经济贸易仲裁委员会（贸仲）上海分会（仲裁中心）进行仲裁，包括通用条款的效力、违约及终止相关的纠纷。仲裁应当依据申请仲裁时贸仲现时有效的仲裁规则进行。仲裁程序应以英语进行。以此作出的仲裁裁决为最终裁决并对合同各方具有约束力。