

RHENUS WAREHOUSING SOLUTIONS HONG KONG LIMITED
STANDARD TRADING CONDITIONS
Effective [29/Nov/2022]

1. In these Conditions, the following words have the following meanings:
 - "Authority" means any duly constituted legal or administrative person or entity acting within its legal powers and exercising its jurisdiction;
 - "Company" means RHENUS WAREHOUSING SOLUTIONS HONG KONG LIMITED;
 - "Customer" means and includes the person, company, firm, the owner of the goods, or other entity for whom the Goods are stored or delivered and/or at whose request and/or on whose behalf the Company provides Services;
 - "Dangerous Goods" includes goods that are of a dangerous, explosive, inflammable, radioactive or damaging nature;
 - "Goods" includes goods, wares, merchandise, stocks, materials and articles of every kind whatever; delivered or tendered to the Company by the Customer for which the Company has agreed to provide Services;
 - "Owner" means the owner of the Goods;
 - "Services" means any services of the Company provided for the Customer, e.g. undertaking or arranging for storage, loading, unloading, packing, unpacking, consolidation, de-consolidation, collection, delivery, transportation and/or other handling of the Goods; and/or undertaking or arranging for carriage of the Goods by air, sea, inland waterway, rail and/or road.
 - "SDR" means Special Drawing Rights as defined by the International Monetary Fund.
- 2.1 All Services provided and/or action taken by the Company (whether a fee is charged or not) are subject to these Conditions, which shall be deemed to be incorporated in any agreement between the Company and the Customer.
- 2.2 It is agreed that these Conditions may be amended by the Company from time to time without notice. In the event of any conflict between these Conditions as printed herein and the amended Conditions as aforesaid, the latest version shall prevail. The Customer shall be deemed to have accepted these Conditions as amended from time to time by continuing to use the Services provided by the Company after the effective date of such amendments.
- 2.3 If at any time one or more of provisions these Conditions becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of these Conditions shall not be affected in any way.
- 2.4 In these Conditions, words importing the singular include the plural and vice versa.
- 2.5 Wherever it is provided in these Conditions that notice shall be dispatched by the Company to the Customer, such notice shall be deemed as having been dispatched if (i) the Company has sent such notice by ordinary post or email or mobile phone SMS or fax to the last known contact details provided by the Customer during the Services or (ii) the Company does not know the address, e-mail address, mobile phone number or fax number of the Customer or (iii) the

notice cannot reach the Customer through its address, e-mail address, mobile phone number or fax number last known to the Company.

- 3.1 The Customer warrants to the Company that it is the lawful owner and/or has lawful possession and/or control of the Goods tendered for storage or carriage or any of the Company's Services or it is authorized to accept these Conditions not only for itself but also for the Owner and give instructions to the Company regarding any Services by the Company including but not limited to the storage, release, carriage or disposition of the Goods.
- 3.2 The Customer agrees to notify all parties acquiring any interest in the Goods of these Conditions and further agrees to indemnify on demand in full and hold harmless the Company from any claim by third parties relating to the ownership, storage, handling or carriage of the Goods, or from any other service provided by the Company in respect of the Goods regardless of whether any litigation has been filed against the Company.
- 3.3 The liability of Customer and/or Owner under these Conditions shall be joint and several.
- 4.1 Pursuant to these Conditions, the Company agrees to perform the Services including but not limited to receive, store, release, deliver and/or otherwise handle the Goods in accordance with the accepted orders.
- 4.2 The Customer shall furnish at or prior to delivery of the Goods to the Company, a manifest showing marks, brands or sizes to be kept and accounted for separately and the class of storage and other services desired, if applicable. The Customer shall give sufficient and executable instructions to the Company on the storage, carriage and and/or other handling/transportation of the Goods.
- 4.3 The Customer warrants to the Company that :-
 - (a) all the goods have been properly and sufficiently marked, packed, labelled and classified for handling and are fit, safe and suitable for storage, carriage and/or other handling/transportation in accordance with the Customer's reasonable instructions and that the Company has no liability for any loss of, damage to or any other claims relating to the goods which are improperly or insufficiently marked, packed, labelled and classified;
 - (b) it shall fully comply with applicable laws and regulations of any authorities including but not limited to customs laws and import and export laws; and
 - (c) all information given to the Company (including but not limited to weight, content, measure, quantity, condition, marks, numbers and value) is complete and correct; and
 - (d) the Company may at its own discretion refuse any instructions from the Customer that the Company deems to be unreasonable.
- 4.4 The Customer undertakes to supply to the Company with any information of the Goods as the Company may reasonably request and authorises the Company to give any information of the Customer and/or the Goods to any enforcement authorities if they so request.

- 4.5 The Company is under no obligation to verify the information and/or value given by the Customer in relation to the Goods.
- 4.6 The Company, its servants, agents or sub-contractors may, if so required, sign a document acknowledging receipt of the Goods but such document shall not be evidence of the condition or correctness of the declared information (including but not limited to weight, content, measure, quantity, condition, marks, numbers and value) of the Goods at the time it is received by the Company, its servants, agents or sub-contractors.
- 5.1 The Customer shall indemnify on demand in full and hold harmless the Company against all claims, liability, losses, damage, costs and expenses arising out of the Company acting in accordance with the Customer's instructions, or arising from a breach of warranty or obligation on the part of the Customer, or arising from the inaccurate information or the insufficient instructions provided by the Customer, or arising from the mistake, negligence or wilful default of the Customer, or arising from the Company's compliance with the orders or directions given by any Authority in respect of the Goods, or arising from the defective condition of or overweight Goods or in respect of any outlay or disbursements made by the Company on behalf of the Customer, or in respect of any duties, taxes and fines in respect of the Goods howsoever arising.
- 5.2 The Customer undertakes that no claim shall be made against any employee, agent or sub-contractor of the Company if such claim imposes upon them any liability in connection with any Services provided by the Company. If any such claim should nevertheless be made, the Customer shall indemnify on demand in full and hold harmless the Company against all consequences. Every such employee, agent and sub-contractor shall have the benefit of all the terms herein benefiting the Company as if such terms were expressly provided for his or its benefit. For these purposes, the Company contracts for itself and also as agent for each such employee, agent and sub-contractor.
- 5.3 The Customer shall defend, indemnify on demand in full and hold harmless the Company from and against all claims, costs and demands whatsoever and by whomsoever made or preferred in excess of the liability or limitation of liability of the Company under the terms of these Conditions, and such indemnity shall include all claims, costs including the Company's own legal costs on indemnity basis and demands arising from the negligence or mistake of the Company or from the mistake, negligence, wilful default or deliberate wrongdoing of the Company's employee, agent or sub-contractor.
- 6.1 Except under special arrangements previously made in writing and agreed between the Company and the Customer, the Customer warrants that the goods are not Dangerous Goods nor are goods of comparable hazard, nor are goods otherwise likely to cause damage. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle any such goods otherwise than under special arrangements previously made in writing, then whether or not the Company is aware of the nature of such goods, the Customer shall be liable for all expenses, losses or damage whatsoever caused by or to or in connection with such goods and howsoever arising, and shall indemnify on

demand in full and hold harmless the Company against all penalties, claims, damages, costs, expenses and any other liability whatsoever arising in connection with such goods, and such goods may be destroyed or otherwise dealt with at the risk and expenses of the Customer or the Owner in the sole discretion of and without any prior notice to the Customer and/or any liability to the Company. If such goods are handled by the Company under arrangements previously made in writing, they may nevertheless be destroyed at the risk and expenses of the Customer or the Owner in the sole discretion of and without any prior notice to the Customer and/or any liability to the Company on account of risk to other goods, property, life or health. The goods that are likely to cause damage include but not limited to goods that are likely to encourage vermin or other pests.

- 6.2 The Customer in particular undertakes not to contravene or cause the Company to contravene any applicable statutory requirements, regulations and/or laws, including but not limited to the provisions of the Dangerous Goods Ordinance (Cap. 295 of the Laws of Hong Kong) and the amendments thereto. Without limitation to the foregoing provisions, if the Company agrees to accept Goods containing Dangerous Goods for storage or carriage, such Goods must be accompanied by a full declaration of the nature and contents and that the contents must be properly and safely packed or stowed in accordance with applicable local and international requirements.
- 6.3 Except under special arrangements previously made in writing and agreed between the Company and the Customer, the Company will not deal with bullion, bank notes, coins, cheques, bonds, negotiable documents and securities, precious stones, precious metal objects, jewellery, valuables, antiques, valuable works of art, livestock, radioactive cargo, tobacco products, controlled substances, weapons, arms, asbestos or plants. The Company has the sole discretion in rejecting certain cargoes which are not herein specified from the Customer. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle any such goods otherwise than under special arrangements previously made in writing, the Company shall be under no liability whatsoever in connection with such goods (including any loss, damage, misdelivery, misdirection or delay howsoever caused) and notwithstanding that the value of any such goods may be shown, declared or indicated on any documents accompanying such goods.
- 6.4 Except under special arrangements previously made in writing and agreed between the Company and the Customer, the Customer warrants that no Goods requiring temperature control shall be delivered to the Company and that the Company shall not be caused to deal with or handle any such Goods.
- 6.5 The Customer warrants that no stolen goods, counterfeit goods, illegal goods and/or goods subject to any sanctions will be delivered to the Company for storage, carriage or any other handling by the Company. The Customer undertakes to indemnify on demand in full and hold harmless the Company against all consequences as a result of the Customer's breach of this Clause.

- 6.6 If the Customer is in breach of any provisions of Clause [6] herein, the Goods may without notice be refused receipt by the Company, destroyed or otherwise dealt with at the sole discretion of the Company without prior notice to the Customer and at the risk and expense of the Customer.
- 7.1 If the Company determines that the original palletization of Goods must be broken down for storage or carriage purposes, the Company shall be authorized to break down the pallets without further notice to the Customer.
- 7.2 The Company reserves to itself absolute discretion as to the means, the manner, the routes and the procedures to be followed in the performance of the Services including the storage, carriage and/or other handling of the Goods. The Company will store the Goods at its sole discretion at any one or more buildings at the Company's warehouse locations. The identification of any specific location does not guarantee that the Goods shall be stored therein. Anything done in accordance with the aforesaid discretion or liberty shall not be a deviation of whatsoever nature or degree.
- 7.3 The Company shall be entitled to sub-contract on any terms to any agents or sub-contractors the whole or any part of the Services whatsoever undertaken by the Company without notice to and/or approval of the Customer and the Customer agrees that such terms as agreed between the Company and any such agents or sub-contractors shall be binding on the Customer as if the Customer had entered into contract itself as principal on such terms with the agents or sub-contractors. These Conditions shall however prevail insofar as such terms as agreed between the Company and the agents or sub-contractors are inconsistent with these Conditions.
- 8.1 In the event that (a) it is agreed between the Company and the Customer that the Goods shall be stored at the Company's premises for an agreed period, if upon expiry of the agreed period the Goods are not removed from the Company's premises; or (b) delivery of the Goods is not taken by the Customer or the Owner at the time and place when and where delivery should be taken, any liability which the Company may have in respect of the Goods stored or delivered as aforesaid shall wholly cease immediately and the Company shall be entitled (but not obliged) to store (at additional storage charges to be determined by the Company at its sole discretion), remove, sell (by public auction or private treaty and without a Court Order) or dispose of the Goods at the sole discretion of the Company without prior notice to the Customer and at the risk and expense of the Customer. In such events, the Customer undertakes not to make any claims against the Company in respect of the Goods and/or value thereof.
- 8.2 The Company reserves the right to terminate storage at its sole discretion and to require the removal of the Goods, or any portion thereof, by giving the Customer 30 days' advance written notice. The Customer shall be responsible for payment of all charges attributable to the Goods and for removing the Goods from the Company's premises upon payment of all charges within the stated period. If the Goods are not removed from the Company's premises within the stated period, the Company shall be entitled (but not obliged) to remove, sell (by public auction or private treaty and without a Court Order) or dispose of such Goods at the sole

discretion of the Company without prior notice to the Customer and at the risk and expense of the Customer.

- 8.3 If at any time any Goods in the opinion of the Company or any Authority constitute a risk, danger or hazard to other Goods, property, life or health, the Customer shall immediately remove such Goods. In any event, such Goods may immediately without notice be destroyed or otherwise dealt with or disposed of at the sole discretion of the Company and at the risk and expense of the Customer.
- 8.4 All Goods and documents relating thereto shall be subject to a particular and general lien for monies due in respect of such Goods, or for any particular or general balance or other monies due from the Customer to the Company (including but not limited to all costs and charges payable by the Customer). If any such monies due to the Company are not paid within 14 days after notice has been dispatched to the Customer, the Goods may be removed, sold (by public auction or private treaty and without a Court Order) or disposed of at the sole discretion of the Company without further notice to the Customer and at the risk and expense of the Customer, and the proceeds if any (net of the expenses in connection with such sale) shall be applied in satisfaction of such debts, and the Company shall not be liable for any reduction in value received on the sale of the Goods or any loss or damage whatsoever and howsoever caused, nor shall the Customer be relieved from any liability of any outstanding debts merely because the Goods have been sold or disposed of. In such events, the Customer undertakes not to make any claims against the Company in respect of the Goods and/or value thereof. For avoidance of doubt, the Customer remains fully liable for any shortfall of outstanding debts to the Company.
- 8.5 Notwithstanding the above, when the Goods are liable to perish or deteriorate, the Company's right to sell or dispose of the Goods shall arise immediately upon any sum becoming due to the Company. The Company may at its sole discretion sell or dispose of the Goods without prior notice to the Customer.
- 8.6 The Customer shall on demand be responsible for payment of all charges, costs and expenses incurred or to be incurred by the Company in connection with or arising out of the Company exercising any of its aforesaid right to store, remove, sell or dispose of the Goods and when the Goods are being liened.
- 9.1 The Customer shall pay to the Company all sums immediately when due without deduction on account of any claim, counterclaim or set-off. Payment to the Company is due as soon as an invoice is rendered to the Customer. For any amount unpaid within 30 days from the date of the invoice, the Company shall be entitled to interest from the date of the invoice until payment at 2% per month.
- 9.2 The Customer shall be liable for any fees and costs that the Company may incur or sustain for recovery and enforcement, including but not limited to legal fees on indemnity basis and collection agency handling fees, due to the Customer's default of payment of any invoice or any other breach of these Conditions.
10. If there is any loss, damage, deterioration, non-compliance or miscompliance of instructions, non-delivery, misdelivery, unauthorised delivery or misdirection of or

to or in connection with the Goods that arises from the negligence or mistake of the Company or that arises from the negligence, mistake, wilful default or deliberate wrongdoing of the Company's employee, agent or sub-contractor, the Company shall be liable for any claim relating to the aforesaid incident. However, the Company's aforesaid liability shall not exceed a total of [2 SDR per kilogram] of the gross weight of that part of the Goods in respect of which a claim arises.

11. Notwithstanding any other terms in these Conditions to the contrary, the Company shall not be liable for any claim relating to:
 - (a) any delay, Goods shut out or off loaded, Goods' departure or arrival time; or
 - (b) any special, incidental, indirect, consequential or economic loss (including but not limited to loss of market, profit, tax, tax return, revenue, business or goodwill);
 - (c) any loss, damage, expense or cost arising from fire, flood, storm, typhoon, explosion, port or airport congestion, deviation, strike, lock out, stoppage or restraint of labour; or
 - (d) legal costs and expenses incurred by the Customer in respect of any actions against the Company.even if the aforesaid incident arises from the negligence or mistake of the Company or from the negligence, mistake, wilful default or deliberate wrongdoing of the Company's employee, agent or sub-contractor. However, if the Company is still legally held liable for the aforesaid claim despite the aforesaid provision, the Company's liability shall not exceed a total of [2 SDR per kilogram] of the gross weight of that part of the Goods in respect of which the claim arises.
12. If there is any claim that the Company is legally held liable, and no other terms in these Conditions (limiting or excluding the Company's liability) are suited to that claim, the Company's aforesaid liability shall not exceed a total of [2 SDR per kilogram] of the gross weight of that part of the Goods in respect of which the claim arises. For calculation of the weight of the Goods and/or that part of the Goods and in the event of any dispute between the Company and the Customer, the Company's calculation and method of calculation shall prevail.
13. The Company may accept liability in excess of the limits set out in Clauses [10, 11 and 12] provided that (i) the value of the Goods has been declared in writing by the Customer and accepted by the Company in writing and (ii) the Customer pay to the Company additional charges on demand as decided by the Company. Details of the additional charges will be provided upon written request by the Customer. The declared value accepted shall be the Company's limit of liability and shall replace the limits in Clauses [10, 11 and 12].
14. All and any Services provided by the Company gratuitously are provided on the basis that the Company will not accept any liability whatsoever.
15. It is agreed that superficial rust, oxidation, discoloration, or any like condition due to moisture is not a condition of damage but is inherent to the nature of the Goods, and acknowledgement of receipt of the Goods by the Company in apparent good order and condition is not a representation that such conditions of rust, oxidation, discoloration, or the like did not exist on receipt.

16. The Customer acknowledges that it has been recommended to effect and keep in force an insurance policy in respect of the Goods notwithstanding that the Company is under no duty to make such recommendation to the Customer.
17. Any claim against the Company must be in writing and such notice must be delivered to the Company's registered office in Hong Kong within 14 days from the date the Customer first knows about the event that may give rise to the claim. If the Customer fails to deliver the aforesaid written claim notice to the Company and notwithstanding whether there is any prejudice caused to the Company as a result the Company shall in any event be discharged of all liability whatsoever and howsoever arising in respect of the claim.
18. The defences, exemptions and limitations of liability provided for in these Conditions shall apply in any action or any other cause of action under a law against the Company whether such action is founded in contract or in tort.
19. These Conditions and any contract with the Company shall be governed by the laws of the Hong Kong Special Administrative Region. Any claim by the Customer against the Company must be determined exclusively by the courts in the Hong Kong Special Administrative Region and no other court. For any claim by the Company against the Customer, the Company may commence such at any jurisdictions at its sole discretion and the Customer undertakes not to challenge the jurisdiction of the Court as chosen by the Company against the Customer.
20. No person other than the Company and the Customer will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these Conditions.
21. The Customer expressly agrees that the Company shall in any event be discharged of all liability whatsoever and howsoever arising to the Customer in respect of the Services unless suit is brought against the Company in the courts of the Hong Kong Special Administrative Region within nine (9) months from the date of the event giving rise to the claim.