

## UNIFORM TRADING CONDITIONS

1. (a) All and any business undertaken, including any advice, information or service provided whether gratuitously or not by HELU-TRANS (HK) Pte Ltd (hereinafter called "the Company") is transacted subject to the Conditions hereinafter set out and each Condition shall be deemed to be incorporated and to be a condition of any agreement between the Company and the contracting party (hereinafter called the Customer). The Company is a forwarding agent and not a common carrier, and goods are only received by the Company for forwarding subject to these Conditions. No agent or employee of the Company has the Company's authority to alter or vary these Conditions.  
  
(b) If any legislation is compulsorily applicable to any business undertaken, these Conditions shall as regards such business be read as subject to such legislation and nothing in these Conditions shall be constructed 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 these Conditions be repugnant to such legislation to any extent such part shall as regards such business be void to that extent but no further.
2. Customers entering into transactions of any kind with the Company expressly warrant that they are either the owners or the authorised agents of the owners of any goods to which the transaction relates and further warrant that they are authorised to accept and are accepting these Conditions not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the goods.
3. Any instructions or business accepted by the Company may in the absolute discretion of the Company be fulfilled by the Company itself by its own servants performing part or all of the relevant services or by the Company employing or instructing or entrusting the goods to others.
4. Subject to express instructions in writing given by the Customer, the Company reserves to itself absolute discretion as to the means, route and procedure to be followed in the handing, storage and transportation of goods.
5. Pending forwarding or delivery, goods may be warehoused or otherwise held at any place or places at the sole discretion of the Company and the cost thereof shall be for the account of the Customer.
6. Except where the Company has undertaken to pack the goods the Customer warrants that all goods have been properly and sufficiently packed and/or prepared for the services required from the Company.
7. Quotations are subject to withdrawals or revisions and unless otherwise agreed in writing the Company shall after acceptance be at liberty to revise quotations or charges in the event of major changes occurring in currency exchange rates, rate of freight, insurance premiums or any other charges applicable to the goods.
8. The customer shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to the Company for Customs, Consular and other purposes and the Customer undertakes to indemnify the Company against all losses, damages, expenses and fines whatsoever arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence.
9. The Customer shall be liable for any duties, Taxes, imposts, levies, deposits or outlays of any kind levied by the authorities at any port or place for or in connection with the goods and for payments, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith.
10. When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person the Customer shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.
11. **All goods accepted by the Company are considered to be at the entire risk of the Customer and it is the Customer's responsibility to obtain sufficient and appropriate insurance coverage for all damages or loss, arising from or in respect of the goods forwarded under these Conditions, whether caused by the Company or otherwise.**
  - (a) **In the event the Customer obtains its own insurance coverage for the goods the Customer agrees that the Customer and its insurer shall, subject to the circumstances and limitations set out in this Clause 11 and Clause 12 and 13 below, have no claim against the Company, whether directly, indirectly, by way of subrogation or otherwise. Such claim shall be in respect of the goods being forwarded under these Conditions and includes, but is not limited to, damages, including special damages, costs (including legal expenses), expenses, indirect or consequential losses, loss of profit, loss of business opportunity, loss of goodwill, loss of customer and loss of reputation. The Customer waives all such claims against the Company and agrees to indemnify and hold the Company harmless against all losses, damages and costs (including legal fees on a full indemnity basis) the Company may suffer or incur, in the event of any such claim by the Customer's insurer or any other third party.**
  - (b) **Where the Customer agrees to allow the Company to include the goods under its blanket insurance policy, the Company shall include the goods at their full value, as declared by the Customer, on condition that:**
    - (i) **the Company shall be the insured vis-a-vis the insurer;**
    - (ii) **the Customer shall execute a consignment agreement to consign its rights to the goods to the Company;**
    - (iii) **the Customer shall be able to prove and substantiate the value declared; and**
    - (iv) **the Customer shall pay the Company a fee, as determined by the Company, for taking on the additional liability.**

**The goods shall be included in accordance with the terms and conditions of the blanket insurance policy of the Company and the Company shall have full rights and authority to settle any claim in respect of the goods with its insurer. Our liability to you under this Clause 11(b) shall be governed by the following terms. In case of conflict with other terms of these Conditions, the following terms shall prevail and take precedence.**

## **DETERMINATION OF AMOUNT OF OUR LIABILITY FOR LOSS OR DAMAGE**

### **STANDARD LIABILITY**

If you have provided us with a Declared Value of the item(s) consigned to us and accepted our Standard Liability offering (as stated in the Consignment Agreement), subject to the other terms and conditions herein under Clause 11(b), the amount of our liability to you in the event of loss or damage to those items will be determined in accordance with sub-Clause 11.b.1, 11.b.2 and 11.b.3 as set out hereunder:

**11.b.1.** In the event of a total loss or destruction of the consigned item(s), our maximum liability to you will be the value of the item(s) as declared by you in the Consignment Agreement.

**11.b.2** Where the lost or destroyed item is part of a pair or set, our maximum liability to you at your option, is the declared value of the entire pair or set subject to you surrendering the damaged and sound parts of the pair or set to us OR a fair and reasonable proportion of the declared value of the pair or set of items with you retaining ownership of the entire item.

**11.b.3** Where there is partial damage to the item(s), our liability shall be assessed as a sum equivalent to the cost of repair or replacement, whichever is the less, and any diminution in the value of the item(s) or pair or set of items, as determined by an agreed independent expert.

### **LIMITED LIABILITY**

If you do not provide us with a declared value or you do not accept our Standard Liability offer pursuant to sub-Clause 11.b above, then our liability to you shall be subject to Clause 12 and 13 below and limited to HK\$ 5.50 per kilo subject to a maximum of HK\$5,500.00.

### **EXCLUSIONS OF LIABILITY**

**Loss of or damage to accounts, bills, deeds, evidence of debts, letter of credit, passports, tickets, documents, notes, securities, currency, money, bullion.**

**Wear and tear, gradual deterioration, moths, insects, vermin and inherent defect of the Goods and Merchandise.**

**Loss of market, delay, loss of use, or any consequential loss**

**In no case shall our liability include or cover loss damage liability or expense directly or indirectly caused by, contributed to by or arising from:**

**i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.**

**ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.**

**iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.**

**iv) Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.**

**v) Acts of terrorism, unless the Customer has accepted our Standard Liability, declared the full value of the goods and merchandise and has paid the Fee in Clause 11 (b) (iv)**

(c) In the event the Customer makes a claim against the Company in respect of the goods, the Customer shall forfeit its right under Clause 11(b) and the Company's liability shall at all times be restricted and limited as stated in Clause 12 and 13 below.

12.(a) The Company only forwards goods subject to the contracts, terms and conditions agreed with the Customer and these Conditions and subject to the regulations of the relevant authorities.

(b) The Company shall only be responsible for any loss of or damages to goods or any non-delivery or mis-delivery if it is proved that the loss, damage, non-delivery or mis-delivery occurred whilst the goods were in the actual custody of the Company and under its actual control and that such loss, damage, non-delivery or mis-delivery was due to the wilful neglect or default of the Company or its own servants.

(c) When goods have been lost or damaged during a combined transport involving movement by sea and/or air and it cannot be established in whose custody the goods were when the loss or damage occurred, it will be accepted that the loss or damage took place during the sea or air voyage. If the Company has any right of recovery from the sea or air carrier, it shall be made available to the Customer.

(d) Further and without prejudice to the generality of the preceding sub-conditions, the Company shall not in any event be under any liability whatsoever for any special damage, indirect or consequential loss including but not limited to loss of profits, loss of market, loss of business opportunity, loss of goodwill, loss of customer or loss of reputation.

(e) Subject to Clause 18, goods of a fragile nature, such as glass, china, statuary, precious metals or pictures, and goods of a perishable nature, such as plants, foodstuff or provisions and special goods such as live animals, are only forwarded at the owners' risk.

13. **In no case whatsoever shall any liability of the Company howsoever arising and not withstanding any lack of explanation exceed the value of the relevant goods or a sum at the rate of HK\$5.50 per kilo on the gross weight of the goods, subject to a maximum of HK\$5,500.00. The Company may, if it wishes, pay for repairing or replacing the damaged items instead.**
14. In any event the Company shall be discharged from all liability :-
- (a) for loss from a package or unpacked consignment or for damage or mis-delivery (however caused) unless notice be received in writing within seven days after the end of the transit where the transit ends in the Hong Kong SAR or within fourteen days after the end of the transit where the transit ends at any place outside of the Hong Kong SAR.
- (b) for loss or non-delivery of a whole consignment or any separate package forming part of the consignment (however caused) unless notice be received in writing within thirty (30) days of the date when the goods should have been delivered.
15. (a) The Company shall not be obliged to make any declaration for the purposes 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.
- (b) Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, goods will be forwarded, dealt with etc. at Customer's risk or other minimum charges and no declaration of value (where optional) will be made, unless express instruction in writing to the contrary has previously been given by the Customer.
16. The company shall be entitled to sell or dispose of all non-perishable goods which in the opinion of the company cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the Consignee or any other reason, upon giving 21 days notice in writing to the Customer. All charges and expenses arising in connection with the storage and sale or disposal of the goods shall be paid by the Customer. If such goods are sold the proceeds shall be used to pay the expenses incurred by such sale and any balance towards all monies due to the Company.
17. Except under special arrangements previously made in writing the Company will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. 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 special arrangements previously made in writing, he shall be liable for all loss or damage whatsoever caused by or to or in connection with the goods however arising and shall indemnify the Company against all penalties, claims, costs and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with the sole discretion of the Company or any other person in whose custody they may be at the relevant time. If such goods are accepted under arrangement previously made in writing, they may nevertheless be so destroyed or otherwise dealt with on account of risk to other goods, property, life or health. The expression "goods likely to cause damage" includes goods likely to harbour or encourage vermin or other pests.
18. Except under special arrangements previously made in writing, the Company will not accept or deal with currencies, coins precious stones, jewellery, valuables and certificates. 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 special arrangements previously made in writing the Company shall be under no liability whatsoever for or in connection with the goods however caused.
19. Without prejudice to condition 2 the Company 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 sender and/ or consignee and/ or owner of the goods.
20. **Payment terms: Except where an agreement to the contrary has been made in writing, the payment terms for the services rendered by the Company shall be as follows:**
- (a) **for removal services whose charges are borne by a company incorporated in Hong Kong SAR, the charges are payable within 30 days of the first day of services performed for the Customer.**
- (b) **for fine arts or removal services whose charges are not borne by a company incorporated in Hong Kong SAR:**
- (i) **where the final destination is in Hong Kong SAR, the full charges are payable before the goods are delivered to the customer's place. Should full payment not be made, the Company reserves the right to remove all the goods that it has brought to the Customer's premise and to store them until such times when a new delivery could be made. The Customer shall bear the full cost of all additional expenses incurred.**
- (ii) **where the final destination is a foreign country, the full charges are payable when the goods are removed from the Customer's premises.**
- (c) **for storage services, the monthly or quarterly charges as the case may be are payable in advance and in any case before delivery of any stored items.**
21. All sums shall be paid to the Company in cash or cheque immediately when due without deduction and the Customer agrees not to withhold or defer any payment on account of any claims, counterclaim or set-off. The Customer accepts to pay an administration fee of 2% per month from the due date on any overdue charges or fees subject to a minimum charge of \$20 per month of arrears.
22. All goods (and documents relating to goods) shall be subject to a particular and general lien and right of detention for monies due either in respect of such goods, or for any particular or general balance or other monies due from the Customer or the Sender, consignee or owner to the Company. If any monies due to the Company are not paid within one calendar month after notice has been given to the person from whom the monies are due (whether an invoice has earlier been issued or not) the goods may be sold or disposed of at the sole discretion of the Company and at the expense of such persons, and in the case where the goods are sold the net proceeds applied in or towards satisfaction of such expenses and indebtedness.

23. In addition to and without prejudice to the foregoing Conditions the Customer undertakes that he shall in any event indemnify the Company against all liability whatsoever suffered or incurred by the Company arising directly or indirectly from or in connection with the Customer's instructions or their implementation or the goods, and in particular the Customer shall indemnify the Company in respect of any liability whatsoever it may be under to any servant, agent or sub-contractor or any haulier, carrier, warehousemen or other person whatsoever at any time involved with the goods arising out of any claim made directly or indirectly against any such party by the Customer or by any sender, consignee or owner of the goods or by any person interested in the goods or by any other person whatsoever.
24. Any notice to be given to the Customer, including invoices and the service of all legal documents and court process (if applicable), whether required by personal service or otherwise, shall be deemed sufficiently and effectively given if sent by AR Registered mail to the Customer's address which the Customer has given to the Company (if permitted by such applicable laws for the time being in force). Such notice shall take effect from the second day of posting, if posted to anywhere in Hong Kong SAR; and seventh day of posting, if posted to anywhere outside of Hong Kong SAR.
25. In the case where no address is given by the Customer, the Company is entitled to proceed with any action provided for above without the need to give any written notice.
26. Any dispute arising out of or in connection with this contract including any question regarding its existence, validity or termination, shall be referred to and finally resolved as follows:
- (a) where the Customer is resident outside of Hong Kong SAR: Only by arbitration in Hong Kong SAR in accordance with the Arbitration Rules of Hong Kong International Arbitration Centre (HKIAC) for the time being in force which rules are deemed to be incorporated by reference into this clause. The number of arbitrator(s) and their appointment shall be determined by the Chairman of HKIAC and the language of arbitration shall be English.
- (b) where the Customer is resident locally: Only in the exclusive jurisdiction of the courts in Hong Kong SAR.
- In both the above cases, the governing law of this contract shall be the laws of Hong Kong SAR.
27. A person who is not a party to the contract between the Company and the Customer has no right under the Contracts (Rights of Third Parties) Act Ordinance (Cap. 623) to enforce or enjoy the benefit of any term of the contract.