

Standard Terms & Conditions China

第1条：定义 / Article 1: Definitions

“公司”：指 富迈迅国际货运代理（深圳）有限公司及其中国所有分支机构、子公司和办事处，作为货运代理行事。

"Company" means Fr. Meyer's Sohn Logistics (Shenzhen) Co., Ltd. and all of its branches, subsidiaries, and offices in China, acting as a freight forwarder.

“客户”：指与公司订立任何协议、或向公司发出任何指示、或为公司提供服务提供货物的任何个人或实体。

"Customer" means any individual or entity that enters into any agreement with the Company, issues instructions to the Company, or provides goods for which the Company is to render services.

“货物”：包括任何种类的商品、物品和财产，以及为运输该等物品而提供的集装箱、托盘或类似包装（非由公司提供）。

"Goods" include all kinds of commodities, merchandise, and property, as well as containers, pallets, or similar packaging used for transportation (unless provided by the Company).

“指示”：指客户以书面形式（包括电子邮件、电子数据交换）向公司发出的关于货物运输、仓储、处理或其他物流服务的明确要求。

"Instructions" mean specific written requests (including email or electronic data interchange) issued by the Customer to the Company regarding transportation, warehousing, handling, or other logistics services.

“标准交易条款”：即本文件所列之条款。

"Standard Trading Conditions" mean the provisions set forth in this document.

第2条：适用范围 / Article 2: Scope of Application

本标准交易条款应适用于公司为客户提供的所有服务，包括但不限于运输、仓储、包装、报关、拼箱、分拨及咨询服务。

These Standard Trading Conditions shall apply to all services provided by the Company to the Customer, including but not limited to transportation, warehousing, packaging, customs brokerage, consolidation, distribution, and consultancy.

若公司的报价、确认书、提单或其他文件与本条款存在冲突，应以该等文件的规定为准。除此之外，本条款构成双方之间完整的合同基础。

In the event of any inconsistency between these Conditions and the terms contained in the Company's quotation, confirmation, bill of lading, or other documents, such latter documents shall prevail. In all other respects, these Conditions form the complete contractual basis between the parties.

第3条：客户的责任与保证 / Article 3: Customer's Responsibilities and Warranties

客户保证其提供的货物描述、标记、数量、重量、体积等信息准确无误。

The Customer warrants that all descriptions, marks, quantities, weights, and volumes of the Goods provided are accurate.

客户必须就任何危险品、违禁品或需要特殊处理的货物，在交付前向公司做出充分、准确的书面声明。否则，客户应承担由此产生的一切损失、费用和罚款。

The Customer must declare fully and accurately in writing any dangerous, prohibited, or special-handling Goods prior to delivery to the Company. Failing this, the Customer shall bear all losses, expenses, and penalties arising therefrom.

除非公司另有约定，否则货物应由客户进行适合运输的包装。

Unless otherwise agreed, the Customer shall ensure the Goods are properly packaged for transport.

客户保证其货物、包装及运输符合所有适用的法律、法规，包括出口、进口和过境国的规定。

The Customer warrants that its Goods, packaging, and transport arrangements comply with all applicable laws and regulations, including those of the countries of export, import, and transit.

第4条：公司的责任基础 / Article 4: Basis of Company's Liability

当公司以其自身名义签发运输单据（如提单、运单）或以其自身名义约定运输时，公司作为承运人承担履行运输的责任。

When the Company issues transport documents (such as bills of lading or air waybills) in its own name, or concludes contracts of carriage in its own name, it shall act as the carrier (principal) and assume responsibility for performance of the carriage.

当公司代表客户安排运输、订舱、报关或委托第三方服务提供商时，公司作为代理人行事，并在选择第三方时应尽到合理谨慎之义务。

When the Company arranges transport, booking, customs clearance, or engages third-party service providers on behalf of the Customer, it acts as the Customer's agent. In selecting such third parties, the Company shall exercise reasonable care and diligence.

除非客户有明确且书面的相反指示，公司有权根据其专业判断，选择运输方式、路线、承运人及履行服务所需的其他程序。

Unless otherwise instructed in writing by the Customer, the Company may, at its sole discretion, determine the means, routes, carriers, and procedures necessary to perform its services.

第5条：责任限制 / Article 5: Limitation of Liability

5.1. 一般责任限制：除非双方另有书面约定，公司在任何情况下的赔偿责任不超过以下两者中的较高者：

- a) 每公斤 2 特别提款权 (SDR)；或
- b) 每件 666.67 SDR (如非按重量计算)。

General Limitation: Unless otherwise agreed in writing, the Company's liability—whether arising from contract, tort, or otherwise—shall in no event exceed which is higher of:

- a) 2 Special Drawing Rights (SDR) per kilogram of gross weight; or
- b) 666.67 SDR per package or unit (for Goods not measured by weight).

5.2. 除外责任： 公司不对以下原因造成的损失或费用承担责任：

- a) 客户或其代理人的行为或疏忽；
- b) 货物固有缺陷或特性；
- c) 战争、恐怖主义、罢工、封锁或公司无法控制的原因；
- d) 客户未提供完整、准确信息或指示。

Exclusions: The Company shall not be liable for any loss, damage, cost, or delay resulting from:

- a) Acts or omissions of the Customer or its agents;
- b) Inherent defects or nature of the Goods;
- c) War, terrorism, strikes, lockouts, or causes beyond the Company's control;
- d) The Customer's failure to provide complete or accurate information or instructions.

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第6条：索赔与诉讼时效/Article 6: Claims and Time Bar

6.1. 货损通知： 可见损坏应在收货时立即书面通知公司；不可见损坏须在交付的次日起连续7日内书面通知，集装箱货物在交付的次日起连续15日内书面通知。

Notice of Damage: The Customer shall notify the Company in writing immediately upon discovering any apparent damage. Where the loss of or damage to the goods is not apparent, notice should be given in writing within seven consecutive days from the next day of the delivery of the goods, or, in the case of containerized goods, within 15 days from the next day of the delivery of the goods.

6.2. 诉讼时效： 除非公司另有书面同意，任何索赔或诉讼须在货物交付或应交付之日起（12）个月内提出。

Time Bar: Unless otherwise agreed in writing, any claim or legal action against the Company must be filed within (12) months from the date of delivery or the date the Goods should have been delivered.

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第7条：费用与付款条款/Article 7: Charges and Payment Terms

7.1. 客户须支付公司产生的所有费用，包括运费、关税及税费，并及时结清发票。

The Customer shall pay all charges incurred by the Company, including freight, duties, and taxes, and shall settle all invoices promptly.

7.2. 公司有权就其服务收取约定费用，并就代垫费用向客户追偿。

The Company is entitled to charge for its services as agreed and to recover all disbursements made on behalf of the Customer.

7.3. 所有报价均不含增值税，该税由客户承担。

All quotations are exclusive of value-added tax (VAT), which shall be borne by the Customer.

7.4. 若客户逾期付款，公司有权收取利息并留置货物直至全额收讫。

If the Customer fails to pay by the due date, the Company may charge interest on overdue amounts and exercise a lien over the Goods until full payment is received.

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第8条：一般规定/Article 8: General Provisions

8.1. 法律适用与争议解决：

本合同及本条款受中华人民共和国法律管辖并据其解释。任何争议应提交中国海事仲裁委员会按照申请仲裁时该会现行有效的仲裁规则进行仲裁。

Governing Law and Jurisdiction:

This Agreement and these Conditions shall be governed by and construed in accordance with the laws of the People's Republic of China. Any dispute arising hereunder shall be submitted to China

Maritime Arbitration Commission (CMAC) for arbitration, which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration.

8.2. 可分割性：若本条款任何部分被认定为无效或不可执行，不影响其余条款的效力。

Severability: If any provision of these Conditions is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8.3. 完整协议：本条款与双方签署的书面协议共同构成完整合同，取代此前所有口头或书面约定。

Entire Agreement: These Conditions, together with any written agreement between the parties, constitute the entire agreement and supersede all prior oral or written arrangements.