

STANDARD TRADING CONDITIONS

THE AIRFREIGHT FORWARDER'S ASSOCIATION OF R.O.C

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1.	(i)	Any and all business undertaken, including any advice information or service provided whether gratuitously or not, by the members of The Air Freight Forwarders' Association of This Republic of China (hereinafter called "the Forwarder") is transacted, subject to the Conditions hereinafter set out and each Condition shall be deemed to be incorporated in and to be a Condition of any agreement between the Forwarder and its Customer, The Forwarder is not a common carrier and only deals with goods subject to these Conditions. No agent or employee of the Forwarder has the Forwarder's authority to alter or vary these Conditions.
	(ii)	If any legislation is compulsorily applicable to any business undertaken, these Conditions shall regard such business as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Forwarder 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 regard such business as void to that extent but no further.
2.		Customers entering into transaction of any kind with the Forwarder expressly warrant that they are either the owner or the authorized agents of the owners of any goods to which transaction relates and further warrant that they are authorized 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 Forwarder may in the absolute discretion of the Forwarder be fulfilled by the Forwarder itself by its own servants performing part or all of the relevant services or by the Forwarder employing or instructing or entrusting the goods to others on such conditions as such others may stipulate to perform part or all of the services.
4.		Subject to express instructions in writing given by the Customer, the Forwarder reserves to itself absolute discretion as the means, route and procedure to be followed in the handling storage and transportation of goods. Further, if in the opinion of the Forwarder it is at any stage necessary or desirable in the Customer's interests to depart from those instructions, the Forwarder shall be at liberty to do so.
5.		Pending, forwarding or delivery, goods may be warehoused or otherwise held at any place or places at the sole discretion of the Forwarder and the cost thereof shall be for the account of the Customer.
6.		Except where the Forwarder is instructed in writing to pack the goods, the Customer warrants that all goods have been properly and sufficiently packed and/or prepared.
7.		The Forwarder is entitled to retain and be paid all brokerages, commissions, allowances and other remunerations.
8.		Quotations are given on the basis of immediate acceptance and are subject to withdrawals or revisions. Further, unless otherwise agreed in writing, the Forwarder shall be at liberty to revise quotations or charges with or without notice in the event of changes occurring in currency exchange rates, rates of freight, insurance premiums or any charges applicable to the goods after acceptance.
9.		The customer shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to the Forwarders for Customs Consular and other purposes and he undertakes to indemnify the Forwarder 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.

10.	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 any payments, fines, expenses, loss, or damage whatsoever incurred or sustained by the Forwarder in connection therewith.
11.	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. The shipper has no right to reject subject expenses even the Forwarder nominated either through routine order, purchase order, letter of credit or other documents such as letter of instruction...etc.
12.	No insurance will be effected except upon express instructions given in writing by the Customer and all insurances effected by the Forwarder are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. The Forwarder shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason, the insured shall have recourse against the insurer only and the Forwarder shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Forwarder or paid to the Forwarder by its Customer.
13	(i) The Forwarder shall only be responsible for any loss or damage to goods or for any non-delivery or miss delivery if it is proved that the loss damage non-delivery or miss delivery occurred whilst the goods were in the actual custody of the forwarder and under its actual control and that such loss damage non-delivery or miss delivery was due to the willful neglect or default of the forwarder or its own servants.
	(ii) The Forwarder shall be liable for any non-compliance or miss-compliance with instructions given to it if it is proved that the same was caused by the willful neglect or default of the Forwarder or its own servants.
	(iii) Save the aforesaid, the Forwarder shall be under no liability whatsoever, however instructions given to it if it is proved that the same was caused by the willful neglect or default of the Forwarder or its own servants. arising and whether in respect of or in connection with any goods or any instructions, business advice, information or service or otherwise.
	(iv) Further and without prejudice to the generality of the preceding sub-conditions, the Forwarder shall not in any event, whether under sub-conditions (i) or (ii) or otherwise, be under any liability whatsoever for any consequential loss of market or fire or consequence of fire of delay or deviation however caused.
14.	In no case whatsoever shall any liability of the Forwarder howsoever arising and notwithstanding any lack of explanation exceed the value of the relevant goods or a sum at the rate of NT\$1000.00 per kilo on the gross weight of the goods whichever is less.
15.	In any event, the Forwarder shall be discharged from all liabilities...
	(a) For loss from a package or an unpacked consignment or for damage or miss-delivery (however caused) unless notice be received in writing within seven days after the end of the transit where the transit ends in the Taiwan Area, The Republic of China or within fourteen days after the end of the transit where the transit ends at any place outside Taiwan Area, The Republic of China.

	(b)	For loss or non-delivery of the whole of a consignment or any separate package forming part of the consignment (however caused) unless notice be received in writing within twenty-eight days of the date when the goods should have been delivered.
16.	(a)	The Forwarder shall not be obliged to make any declaration for the purpose 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 instructions in writing to the contrary have previously been given by the Customer.
17.		Perishable goods which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to the Customer and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of the goods shall be paid by the Customer.
18.		The Forwarder shall be entitled to sell or dispose of all non-perishable goods which in the opinion of the Forwarder 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.
19.		Except under special arrangements previously made in writing the Forwarder 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 Forwarder or cause the Forwarder 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 damages, costs and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Forwarder 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 harbor or encourage vermin or other pests.
20.		Except under special arrangements previously made in writing the Forwarder will not accept or deal with bullion, coins, precious stones, jewelry, valuables, antiques, pictures, livestock, or plants. Should any Customer nevertheless deliver any such goods otherwise than under special arrangements previously made in writing, the Forwarder shall be under no liability whatsoever for or in connection with the goods however caused.
21.		Without prejudice to Condition 2, the Forwarder 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. All sums shall be paid to the Forwarder in cash immediately when due without deduction and payment shall not be withheld or deferred on account of any claim counter claim or set-off.
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 Forwarder. If any monies due to the Forwarder are not paid within one calendar month after notice has been given to the person from whom the monies are due that such goods are being detained, they may be sold by auction or otherwise at the sole discretion of the Forwarder and at the expense of such persons and the net proceeds applied in or towards satisfaction of such indebtedness.

23. In addition to and without prejudice to the foregoing Conditions, the Customer undertakes that he shall in any event indemnify the Forwarder against all liabilities 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 Forwarder in respect of any liability what's or ever it may be under to any servant agent or subcontractor or any hauler, carrier warehouseman or other person whatsoever at any time involved with the good arising out of any claim made directly or indirectly against any such party by the customers 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. All agreements between the Forwarder and its customers shall be governed by Republic of China Law and be within the exclusive jurisdiction of the Taiwan Courts.

