

AP Global Logistics (Guangzhou) Co., Ltd Terms and Conditions

广州澳际物流有限责任公司 通用条款

Introduction 引言

These terms and conditions apply to and govern the provision of all Services provided by AP Global Logistics (Guangzhou) Co., Ltd (广州澳际物流有限责任公司) (“AP Global”). Other than where the parties have agreed in writing that the Terms and Conditions will be excluded or amended, they will form part of your Services Agreement with AP Global.

本通用条款适用于AP Global Logistics (Guangzhou) Co., Ltd (广州澳际物流有限责任公司) (“AP Global”) 提供的所有服务。除非双方以书面形式同意排除或修改本通用条款，否则本通用条款将构成您与AP Global 之间服务协议的一部分。

1 Definitions and Interpretation 定义和解释

For the purposes of these terms and conditions, unless the context or subject matter otherwise indicates or requires:

就本通用条款而言，除非上下文或所涉事项另有说明或要求：

- a) **Additional Charges** means the additional charges, surcharges and fees applicable to the Services as outlined in the Pricing Schedule or as published at <https://apglobal-logistics.com/new-updates/fuel-other-surcharges/> from time to time.

“附加费用”是指定价表中列出的或 <https://apglobal-logistics.com/new-updates/fuel-other-surcharges/> 上不时公布的适用于服务的额外费用、附加费和收费。

- b) **AP Global Country Fact Sheet** means the country fact sheet tailored for and provided to the Client as part of the on-boarding process.

“AP Global国家/地区情况说明书”是指为客户量身定制，作为协议订立流程的一部分，并提供给客户的国家/地区情况说明书。

- c) **“China” or “PRC”** means the People’s Republic of China.

“中国”或“PRC”是指中华人民共和国。

- d) **Customer** means the person or entity to whom, or on whose behalf, AP Global provides the Services.

“顾客”是指 AP Global 向其或其代表提供服务的个人或实体。

- e) **Business Day** means a day which is not a Saturday, Sunday or a public holiday in the place where a service is to be supplied, an act performed, or a payment is to be made.

“工作日”是指提供服务、实施行为或支付款项所在地除星期六、星期日或公众假期以外的日子。

- f) **Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at Law, under statute or otherwise.

“索赔”是指任何性质的指控、债务、诉因、责任、索赔、诉讼程序、诉讼或要求，无论其如何产生，也无论其是现有的还是将来的，是固定的还是未确定的，是实际的还是可能发生的，也无论其是根据法律、法规还是其他规定提出的。

- g) **Client** means the person or entity to whom, or on whose behalf, AP Global provides the Services.

“客户”是指 AP Global 向其或其代表提供服务的个人或实体。

- h) **Consequential Loss** means any economic loss, loss of revenue, loss of production, loss of profits, loss of income, loss of markets, loss of reputation, loss or impairment of goodwill, loss of business, loss of customers, loss of an opportunity or chance, loss of value, loss of use, loss of

anticipated savings, increased costs of work or materials, or the cost of defending and settling any claim, demand or proceeding brought against a party by any third party even if the other party had knowledge that such damages or loss might arise, and any other indirect, incidental, special or consequential damages or loss.

“间接损失”是指任何经济损失、收入损失、生产损失、利润损失、收入损失、市场损失、声誉损失、商誉损失或减损、业务损失、客户损失、机会或机遇损失、价值损失、使用损失、预期储蓄损失、工作或材料成本增加，或任何第三方对协议一方提出的任何索赔、要求或诉讼的辩护和解决成本，即使另一方知道可能会发生此类损害或损失，以及任何其他间接、偶然、特殊或间接的损害或损失。

- i) **Excluded Goods** means bullion, coins, cash, negotiable instruments of any kind, precious metals, gemstones, jewellery, wrought or unwrought metals, fragile goods, valuable papers, antiques, pictures, works of art, securities, living creatures or plants, drugs, weapons, human tissue, organs, blood or blood products, perishable items, glass, china, personal effects, household goods, second hand goods, used goods, cigarettes, tobacco and tobacco products, solar panels, large sporting good including kayaks, surf skis, long boards (malibus), windsurfers or similar equipment exceeding 3 meters in length.

“除外货物”是指金银、硬币、现金、任何种类的流通票据、贵金属、宝石、珠宝、锻造或未锻造金属、易碎品、贵重文件、古董、图片、艺术品、证券、生物或植物、毒品、武器、人体组织、器官、血液或血液制品、易腐物品、玻璃、瓷器、个人物品、家居用品、二手货、旧货、香烟、烟草和烟草制品、太阳能电池板、大型体育用品（包括皮划艇、冲浪板、长板（马里布）、帆板或长度超过 3 米的类似设备）。

- j) **Extra Charges** means the charges described clause 4 b).

“额外费用”是指第4条b)款中所述的费用。

- k) **Force Majeure Event** is defined in clause 8 a).

“不可抗力”的定义见第8条a)款。

- l) **Goods** means those goods, products and materials delivered to, stored and distributed by, AP Global for the Client, or on the Client's behalf, including any article, parcel, packaging, container or pallets supplied by or for the Client that do not include Client to Client shipments which AP Global does not accept.

“货物”是指 AP Global 为客户或代表客户交付、储存和分发的货物、产品和材料，包括由客户提供或为客户供应的任何物品、包裹、包装、集装箱或货盘，但不包括 AP Global 不接受的客户对客户的运输。

- m) **Government Agency** means a government or government department or other body, a governmental, semi-governmental or judicial entity or authority. It also includes a self-regulatory organisation established under statute or a stock exchange.

“政府机构”指政府或政府部门或其他机构，政府、半政府性质的机构或司法机关。还包括根据法规成立的自我监管组织或证券交易所。

- n) **Indemnifiable Loss** means Loss incurred by AP Global in connection with any of the following:

“可赔偿损失”是指 AP Global 因以下任何情况造成的损失：

- a) an injury to or death of any person;
人员伤亡；
- b) property damage;
财产损失；
- c) a third-party Claim against AP Global; and
第三针对 AP Global 的索赔；以及
- d) a Claim that AP Global or the Client has contravened any Laws.
AP Global或客户违反任何法律的索赔。

- o) **An entity is “Insolvent” if:**

以下情况下，实体被认定为“破产”：

- a) it is unable to pay its due debts and its assets are insufficient to cover all its debts or it is clearly insolvent, as stipulated by the *Enterprise Bankruptcy Law of the People's Republic of China*;

根据《中华人民共和国企业破产法》的规定，无力偿还到期债务且资产不足以抵偿所有债务或明显资不抵债；

- b) it has entered into bankruptcy proceedings, including bankruptcy liquidation, reorganization, or reconciliation, or a bankruptcy administrator has been appointed;

已进入破产清算、重整、和解等破产程序，或已指定破产管理人；

- c) it has reached a debt restructuring, reconciliation, or transfer agreement with creditors in accordance with legal provisions;

根据法律规定与债权人达成债务重组、和解或转让协议；

- d) it has filed for bankruptcy, or a creditor has filed a bankruptcy petition with the People's Court, and the petition has been accepted;

已申请破产，或债权人已向人民法院提出破产申请，且申请已被受理；

It has failed to fulfill its obligations as required by law and has not been able to pay or provide the corresponding security within the statutory period;

未依法履行义务，且在法定期限内无法偿付或提供相应担保；

- e) it has been petitioned for bankruptcy by creditors due to an inability to pay due debts, or the court has declared bankruptcy;

因无力偿还到期债务，被债权人申请破产，或被法院宣告破产；

- f) the bankruptcy declaration has been made by the court due to an inability to pay due debts and has not been revoked; or

因无力偿还到期债务而被法院宣布破产，且未撤销；或

- g) in any other circumstances, it is deemed unable to pay due debts, and its assets are insufficient to cover all its debts or it is clearly insolvent according to the laws of China.

在任何其他情况下，被视为无力偿还到期债务，且其资产不足以抵偿所有债务，或根据中国法律明显资不抵债。

- p) **Law** means all present and future laws, regulations, codes, ordinances, local laws, by-laws, orders, judgments, licences, rules, permits, agreements and requirements of all Government Agencies applicable in any jurisdiction in which activities contemplated by the Services Agreement may take place.

“法律”是指适用于服务协议中计划开展活动的司法辖区内的所有现行和未来的法律、法规、法典、条例、地方法律、附则、命令、判决、执照、规则、许可证、协议和所有政府机构的要求。

- q) **Loss** means any damage, loss, cost and expense (including legal and other professional advisers' costs and expenses).

“损失”指任何损害、损失、成本和费用（包括法律和其他专业顾问的成本和费用）。

- r) **Prices** means fees and charges payable for the Services calculated in accordance with the Pricing Schedule and these Terms and Conditions, or as otherwise agreed between AP Global and the Client.

“价格”是指根据定价表和本通用条款计算的或AP Global与客户另行商定的服务费用。

- s) **Pricing Schedule** means a schedule or attachment that sets out the Prices, fees or charges applicable to the Services (and includes a quotation accepted within the quotation validity period) as updated from time to time in accordance with the Services Agreement.

“定价表”指列出适用于服务的价格、费用或收费标准的明细表或附件（包括在报价有效期内接受的报价），并根据服务协议不时更新。

- t) **Representatives** means officers, employees, agents, sub-contractors and any servant or agent of its subcontractors.

“代表”指管理人员、雇员、代理人、分包商及其分包商的任何雇员或代理人。

- u) **Related Body Corporate** means a subsidiary or a branch as defined in Article 13 of the *Company Law of the People's Republic of China* (hereinafter referred to as the *Company Law*).

“关联公司”指《中华人民共和国公司法》（以下简称《公司法》）第 13 条定义的子公司或分公司。

- v) **Services** means all services supplied by AP Global in connection with the Goods, including the carriage, storage, transportation, packing and unpacking, and delivery of the Goods.

“服务”指 AP Global 提供的与货物有关的所有服务，包括货物的运输、储存、包装和拆包以及交付。

- w) **Services Agreement** means the Terms and Conditions, Pricing Schedule and AP Global Country Fact Sheet applicable to the Services.

“服务协议”指适用于服务的通用条款、定价表和 AP Global 国家/地区情况说明书。

- x) **Terms and Conditions** means these terms and conditions as updated from time to time in accordance with clause 19 and made available at AP Global's website located at the following link www.apglobal-logistics.com.

“通用条款”是指根据第 19 条不时更新的本通用条款，可在 AP Global 网站 www.apglobal-logistics.com 上查阅。

- y) **A reference to a party includes its Representatives.**

对一方的提及包括其代表。

- z) The words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation, and when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

“包括”、“例如”或“如”等词语不用作、也不得解释为限制性词语，在引入示例时，不将相关词语的含义限制于该示例或类似示例。

2 Services 服务

2.1 Services 服务

In consideration of the Client's compliance with its obligations under the Services Agreement, AP Global will provide the Services to the Client and the Client accepts that should AP Global agree to carry out any services free of charge, these Terms and Conditions will still apply. AP Global may perform some or all of the Services by using contractors, subcontractors or agents in its absolute discretion. AP Global may subcontract on any terms it sees fit and may act as agent or principal. AP Global will provide proof of acting as agent at the written request of the Client within 5 Business Days of receipt of the request failing which AP Global will be deemed to have acted as principal.

基于客户同意遵守服务协议规定的义务，AP Global 将向客户提供服务，客户同意，如果 AP Global 同意免费提供任何服务，本通用条款仍将适用。AP Global 可自行决定使用承包商、分包商或代理商来执行部分或全部服务。AP Global 可按其认为合适的任何条款进行分包，并可作为代理人或委托人。AP Global 将在收到客户书面请求后 5 个工作日内提供代理证明，否则 AP Global 将被视为作为其委托人行事。

2.2 Customs 海关

- a) The Services include customs clearance of the Goods through customs of any country to or from which the Goods may be carried. AP Global will act as a customs broker under Article 9 of the *Customs Law of the People's Republic of China* for the Client in effecting customs clearance. The Client must complete the customs agency form as required by AP Global. If the Client is domiciled outside of China, the Client will pay to AP Global a sum to be agreed between the parties to cover potential customs liabilities, penalties and expenses or in the alternative provide a guarantee backed by a first-class bank for such agreed sum. This sum will be increased to the original sum agreed if used or called upon by AP Global to cover customs liabilities, penalties and expenses. Provided all such sums have been paid by the

Client at the end of dealings with AP Global the agreed sum (or is less the sum) held by AP Global shall be repaid to the Client or the guarantee may be extinguished.

服务包括在货物可能运入或运出的任何国家/地区海关办理货物清关手续。根据《中华人民共和国海关法》第9条, AP Global 将作为报关代理人为客户办理清关手续。客户必须按照 AP Global 的要求完成报关代理表。如果客户的住所在中国境外, 客户需向 AP Global 支付双方约定的金额, 用于支付潜在的海关责任、罚款或费用, 或者提供由一流银行出具的担保, 以支付约定的金额。如果 AP Global 使用或要求客户支付海关责任、罚款或费用, 则该金额将增加至最初约定的金额。如果客户在与 AP Global 的交易结束时已自行支付所有此类款项, AP Global 持有的约定金额(或少于该金额)将退还给客户, 否则担保可能会解除。

- b) The Client appoints and authorises AP Global to act as its agent. The Client authorises AP Global to do all such things, and provide all such instructions, sign all such documents, and incur such disbursements, costs, expenses and charges as are reasonably necessary to enable AP Global to clear the Goods through customs of any country to or from which the Goods may be carried.

客户指定并授权 AP Global 作为其代理人。客户授权 AP Global 采取一切必要行动, 提供一切必要指示, 签署一切必要文件, 并支付一切必要代付费用、成本、开支和收费, 以便 AP Global 能够在货物可能运入或运出的任何国家/地区办理货物清关手续。

- c) Any disbursements, costs, expenses and charges incurred by AP Global in connection with clearing the Goods through customs of any country to or from which the Goods may be carried on behalf of the Client is the responsibility of the Client.

AP Global 在代表客户将货物运往或运出的任何国家/地区办理清关手续时产生的任何代付费用、成本、开支和收费均由客户承担。

3 Prices, Extra Charges and Payment Terms 价格、额外收费和支付条款

- a) The Client agrees to pay AP Global the Prices for the performance of the Services.
客户同意向 AP Global 支付服务费用。

- b) **In addition to the Prices and any Additional Charges, AP Global reserves the right to apply, at a rate which is reasonable in the circumstances, the following Extra Charges - any reasonable wharf storage charges, bond charges or charges for cartage to bond, and if the Goods are subject to any control by customs or quarantine, all customs duty, excise duty, any taxes, government or quarantine charges and costs, surcharges, fines or penalties payable or becoming payable or any other costs or expenses whatsoever or howsoever caused in respect of the Goods and any documentation relating to the Goods pursuant to any applicable laws or regulations, (including any Additional Charges levied from time to time by airlines, the International Air Transport Association, and/or sea freight companies becoming payable for any reason whatsoever in respect of the Goods), and any reasonable costs incurred by AP Global for converting Chinese Yuan to another currency in order to pay its subcontractors, will be paid by the Client, or if paid by AP Global, are to be reimbursed by the Client.**

除价格和任何附加费用外, AP Global 保留根据情况按合理的费率收取以下额外费用的权利 - 任何合理的码头仓储费、保税费或运往保税地的运费; 若货物受海关或检疫局的任何管制, 所有关税、消费税、任何税费、政府或检疫费用和成本、附加费、罚款或应付或将要应付的罚款或任何其他成本或费用, 或根据任何适用法律或法规就货物和任何与货物有关的文件而引起的任何费用或支出(包括航空公司、国际航空运输协会和/或海运公司不时征收的、因任何原因应就货物支付的任何附加费用); 以及 AP Global 为向其分包商付款而将人民币兑换为另一种货币所产生的任何合理费用。前述所有额外费用将由客户支付, 如果 AP Global 已代为支付, 则由客户报销。

- c) In the event that any of the sums due under subclause b) above arise as a result of negligence by AP Global, the sums shall not be payable by the Client.

如果由于 AP Global 的疏忽而产生上述 b) 款下的任何应付款项, 则客户不应支付该款项。

- d) The Client must pay to AP Global the full amount (including any Additional Charges)

invoiced within 14 days from the date of the invoice for freight invoices and within 7 days from the date of the invoice for any Duties & Taxes. The Client may not withhold or reduce or defer any payment of money due to AP Global as a result of any claim, counterclaim or set-off.

客户必须在发票日期起 14 天内向 AP Global 全额支付运费发票金额，并在发票日期起 7 天内支付任何关税和税费。客户不得因任何索赔、反诉或抵销而扣留、减少或延迟向 AP Global 支付任何应付款项。

- e) Words and expressions used in this clause that have a defined meaning in the *Provisional Regulations of People's Republic of China on Value-added Tax (VAT Regulations)* have the same meaning in this clause as in the VAT Regulations. Unless expressly stated otherwise, all consideration to be provided under this contract is expressed as exclusive of VAT. If VAT is payable by a supplier on any supply made under this contract, the recipient will, upon receiving a tax invoice from the supplier, pay to the supplier an amount equal to the VAT payable on the supply without deduction or set off.

本条款中使用的在《中华人民共和国增值税暂行条例》（以下简称《增值税条例》）中有明确含义的词语和表述，在本条款中与《增值税条例》中的含义相同。除非另有明确说明，本协议项下提供的所有对价均不含增值税。如果服务提供方根据本协议提供的任何产品应缴纳增值税，则服务接受方在收到服务提供方开具的税务发票后，应向服务提供方支付与该产品应缴纳的增值税相等的金额，不得扣除或抵消。

- f) **All charges will be raised by AP Global in Chinese Yuan. Any charges specified in a foreign currency appearing in a quote for Prices issued by AP Global are subject to conversion at invoicing in accordance with the Pricing Schedule and will reflect any fluctuations in relevant exchange rates since the date of issue of the quote. The risk of such fluctuations will be borne by the Client, whether included in a Price quote or not.**

AP Global 将以人民币收取所有费用。在 AP Global 发出的报价单中以外币标明的任何费用均须根据定价表在开具发票时进行换算，并将反映自报价单发出之日起相关汇率的任何波动。无论是否包含在报价中，此类波动的风险均由客户承担。

- g) **The Prices and service capability are subject to review and may be changed by AP Global at any time at its sole discretion. The Client will be given notice of the new Prices and service changes in accordance with this clause at least 30 days beforehand, and the Client may terminate the Services Agreement without liability, during that 30 day notice period by providing not less than 7 days' written notice to AP Global.**

AP Global 可随时审查并自行决定更改价格和服务能力。根据本条款，AP Global 将至少提前 30 天向客户发出新价格和服务变更的通知，在 30 天通知期内，客户可至少提前 7 天向 AP Global 发出要求终止服务协议的书面通知，而无需承担任何责任。

- h) AP Global will not provide the Client with cash on delivery services. Should the Client request such services, such request must be made in writing and AP Global may accept the request in writing by an officer of AP Global in its absolute discretion. If acceptance is provided it is provided on the basis that AP Global will only act as agent for the Client in either collecting cash or arranging for a third party to collect the cash for and on the Client's behalf. Any liability of AP Global in relation to cash on delivery services shall be subject to the limits of liability as set out in clause 15.

AP Global 不向客户提供货到付款服务。如果客户要求提供此类服务，则必须以书面形式提出，AP Global 可全权酌情决定由 AP Global 的一名管理人员以书面形式接受客户的要求。如果提供此类服务，则 AP Global 仅作为客户的代理人收取现金或安排第三方代表客户收取现金。AP Global 与货到付款服务有关的任何责任均受本通用条款第 15 条中规定的责任限制的约束。

- i) A fuel surcharge will be levied on all Prices, variable monthly as set out at <https://apglobal-logistics.com/new-updates/fuel-other-surcharges/> from time to time.

所有价格均将征收每月变动的燃油附加费，详情请见 <https://apglobal-logistics.com/new-updates/fuel-other-surcharges/>。

- j) If the Client fails to make payment on time, for each day of delay, the Client shall pay liquidated damages to AP Global at the rate of 0.3% of the unpaid amount due. Additionally, AP Global shall have the right to suspend the provision of services until the Client has settled all outstanding payments. If the delay exceeds 14 days, in addition to paying the overdue fees to AP Global, the Client shall also pay AP Global liquidated damages of 20% of the full amount (including any Additional Charges). If the liquidated damages are not sufficient to compensate AP Global for its losses, the Client shall also bear the liability for compensation.

如果客户未能按时付款，每延迟一天，客户应向 AP Global 支付应付未付金额 0.3% 的违约金。此外，AP Global 有权暂停提供服务，直至客户结清所有未付款项。如果延迟超过 14 天，除向 AP Global 支付逾期费用外，客户还应向 AP Global 支付全部款项（包括任何附加费用）的 20% 的违约金。如果违约金不足以补偿 AP Global 的损失，客户还应承担赔偿责任。

4 Imports 进口

- a) AP Global is not the owner of the Client's Goods that are imported. If AP Global is required to arrange the importation of the Client's Goods, the Client will be the importer and/or enterer for home consumption and must provide AP Global or its third-party sub-contractor with a valid import country registration number (such as Business or GST or other relevant number) for the Client five days prior to the vessel carrying the Goods landing in the home country of import. The place of consignment in the home country of import will be the location identified on the transportation document.

AP Global 并非客户进口货物的所有者。如果要求 AP Global 安排客户货物的进口，则客户将是进口商和/或申报国内消费的报关人，并且必须在运载货物的船只在进口国靠岸前五天前向 AP Global 或其第三方分包商提供客户的有效进口国注册号（如公司注册号或消费税号或其他相关号码）。进口国的托运地点将是运输单据上确定的地点。

- b) The Client has sole liability for any GST, VAT, other import tax and/or customs duty payable in respect of clearing the Goods through customs. On occasion, AP Global may pay this liability on behalf of the Client and be reimbursed accordingly. Any such payment does not form part of the cost of the Services provided by AP Global and is payable additional thereto. If the Client wishes to use the home country's import deferral or deferment scheme it must notify AP Global prior to the Goods arriving in home country of import waters and must also provide all of the necessary information and documentation to facilitate the use of the import deferral or deferment scheme.

客户自行承担货物通关时应支付的任何消费税、增值税、其他进口税和/或关税。在某些情况下，AP Global 可能会代客户支付，并由客户进行报销。任何此类付款均不构成 AP Global 所提供服务的成本的一部分，而是附带支付的费用。如果客户希望使用进口国的进口延期或递延计划，则必须在货物抵达进口国水域之前通知 AP Global，并提供所有必要的信息和文件，以便于使用进口延期计划。

5 Exports 出口

If AP Global is required to arrange for the export of the Client's Goods to another country, it will not be the exporter. As such AP Global will not be or become liable for any VAT or other tax payable in respect of the export of the Client's Goods. The Client shall have sole responsibility for ensuring all export documentation is received by AP Global prior to the Goods being delivered for export.

如果要求 AP Global 安排将客户的货物出口到另一个国家/地区，则 AP Global 不是出口商。AP Global 不承担或无需承担与客户货物出口有关的任何增值税或其他应缴税款。客户应全权负责确保 AP Global 在交付出口货物之前收到所有出口文件。

6 Client's Obligations and AP Global's Rights 客户的义务和 AP Global 的权利

a) The Client must:

客户必须:

- i. provide AP Global with all assistance, particulars, documents and other materials that are necessary to enable AP Global to perform the Services, including a comprehensive manifest by data file with full and accurate details of the Goods including their description, nature, size, weight, dimensions and number of packages using one line per consignee, to ensure that the performance of the Services by AP Global is not impeded, delayed or prevented by the Client which may lead to Additional Charges, penalties and/or fines. The Client will, where possible, be advised of all Additional Charges, penalties and/or fines prior to such charges being incurred;
向 AP Global 提供所有必要的协助、细节、文件和其他材料, 以便 AP Global 提供服务。这些材料包括一份详细准确地描述货物细节的全面电子舱单, 包含货物描述、性质、大小、重量、尺寸和包装数量, 每个收货人单独填写一行, 以确保 AP Global 提供服务时不会受到客户的阻碍、延误或阻止, 从而导致附加费用、处罚和/或罚款。在可能的情况下, AP Global 将在产生附加费用、罚款和/或罚金之前通知客户;
- ii. permit AP Global and its Representatives to enter into any premises that are owned, occupied or leased by the Client for the purposes of performing the Services;
允许 AP Global 及其代表进入客户拥有、占用或租赁的任何场所履行服务;
- iii. comply with all applicable laws and regulations relating to the nature, condition, notification, description, consignment and packaging of the Goods;
遵守与货物性质、状况、通知、描述、托运和包装有关的所有适用法律和法规;
- iv. ensure that AP Global is kept fully informed at all times and in a timely manner of all matters of which the Client is, or should be, aware, and which, if not made known to AP Global, could adversely impact on the safe and efficient performance of the Services, including keeping AP Global fully informed of the nature, type and contents of all Goods, including providing full and adequate descriptions of the Goods in any relevant consignment note, and specific transport, storage, handling, health and safety precautions or other requirements as are necessary or prudent to be followed or complied with in respect of the performance of the Services;
确保 AP Global 在任何时候都能及时全面了解客户知道或应该知道的可能会对安全高效地履行服务产生不利影响所有事项, 包括让 AP Global 全面了解所有货物的性质、类型和内容, 包括在任何相关托运单中提供货物的完整和充分说明, 以及在履行服务时必须或审慎遵循或遵守的具体运输、储存、处理、健康和安全的预防措施或其他要求;
- v. provide AP Global with clear written instructions with respect to the destination of, and care required for, all Goods, and with all necessary documentation, and/or information necessary to prepare the documentation, required to transport each consignment of Goods; and
向 AP Global 提供关于所有货物的目的地和所需保管措施的明确书面指示, 并提供所有必要的文件和/或准备运输每批货物所需文件的相关信息; 以及
- vi. ensure that the Goods are packed in a manner adequate to withstand the ordinary risks of carriage, storage and handling having regard to their nature, are labelled and sorted correctly by destination country, and that all containers, packaging or pallets conform with the requirements of any person entitled to delivery of the Goods and the Client agrees to reimburse AP Global for any reasonable expenses that it may incur arising from any failure to so conform; and ensure that any transport unit used or supplied by them with the Goods therein for collection by AP Global are in good condition and are fit for purpose of intended carriage and that where AP Global supplies the transport unit for the Client to load the Goods that the transport unit is in good condition and fit for purpose on intended carriage.

确保货物的包装足以承受运输、存储和搬运过程中可能遇到的正常风险, 考虑

到其性质，货物应按目的地国家/地区正确贴标签和分类，且所有集装箱、包装或货盘符合任何有权接收货物人员的要求。客户同意补偿 AP Global 因不符合上述要求而产生的任何合理费用；并确保任何用于装载货物的运输单元或由他们提供供 AP Global 提货的运输单位状况良好，适合预期运输目的。如果由 AP Global 提供运输单位供客户装载货物，客户应确保该运输单位状况良好，适合预期运输目的。

- b) Subject to subclause c) below, the provision of the Services is subject to any specific terms and conditions applicable to each particular Service (such as contained in bills of lading, waybills, consignment notes or other transport documents), each of which shall be deemed to be incorporated in and to be a condition of the Services Agreement. In the event of, and to the extent of, any inconsistency between the Services Agreement and the conditions incorporated into the agreement under a bill of lading, waybill, consignment note or other transport document, these Terms and Conditions and the Services Agreement prevail.

在不违反下文 c) 款的前提下，服务的提供受限于适用于每项特定服务的具体条款和条件（如提单、运单、托运单或其他运输文件中所包含的条款），这些条款应被视为已被纳入并构成服务协议的条件。如果服务协议与通过提单、运单、托运单或其他运输文件纳入协议的条件之间存在任何不一致，以本通用条款以及服务协议为准。

- c) If any legislation, to include regulations and directives, is applicable to the Services then the Services Agreement shall be read as being subject to such legislation but only so far as the Services Agreement terms and conditions are repugnant to such legislation. 如果任何法律（包括法规和指令）适用于本服务，则服务协议应被视为受此类法律的约束，但仅限于服务协议条款和条件与此类法律相抵触的范围内。

- d) **Pending forwarding and delivery, if necessary and through no fault of AP Global, Goods may be warehoused or otherwise held at any place or places at AP Global's sole discretion at the Client's risk and expense.**
在转运和交付前，如果有必要且非因 AP Global 过失，货物可以由 AP Global 全权决定在任何地点仓储或以其他方式停放，风险和费用由客户承担。

- e) The Client will do all such things, and provide all such instructions, and sign all such documents as are reasonably necessary to enable AP Global to enter the Goods for home consumption on behalf of the Client or otherwise obtain customs clearance of the Goods on the Client's behalf. AP Global may act as the Client's agent to provide any such documents and information as it considers necessary to a third party customs agent authorised in writing by the Client. 客户应采取一切必要行动，提供所有必要的指示，并签署所有必要的文件，以便 AP Global 代表客户将货物以国内消费的形式报关入境或取得货物的海关清关。AP Global 可以作为客户的代理人，向由客户书面授权的第三方海关代理人提供其认为必要的任何文件和信息。

- f) Where the Client has declared the gross weight and/or gross mass and/or dimensions of the Goods and AP Global has relied upon that in making arrangements for transportation, and the actual gross weight and/or gross mass and/or dimensions of the Goods (if measured by AP Global) differs from that declared, then the greater amount will apply and the Client is responsible for all extra costs and liabilities incurred by AP Global resulting from the difference in the declared gross weight and/or gross mass and/or dimensions. AP Global is not obliged to measure or verify the weight, mass or dimension of any Goods and relies on the Client providing accurate shipping information in accordance with this agreement.

如果客户声明了货物的毛重和/或总质量和/或尺寸，且 AP Global 依此安排运输，而实际的毛重和/或总质量和/或尺寸（由 AP Global 测量）与申报的不同，则以较重/大数额为准，客户应承担因此对 AP Global 产生的所有额外费用和责任。AP Global 无义务对任何货物的重量、质量或尺寸进行测量或核实，并依赖客户根据本协议提供准确的运输信息。

- g) In the event of liability for claims arising of a general average nature in connection with

the Goods the Client must promptly provide adequate security in a form accepted by AP Global.

如果因货物的共同海损产生索赔责任，客户须及时以AP Global接受的形式提供足够的担保。

- h) **AP Global is authorised to deviate in any way from the usual manner in which the Services are provided which may in its absolute discretion be deemed reasonable or necessary in the circumstances and has full discretion as to means, route and procedure to be followed in performance of the Services.**
AP Global有权在认为合理或必要的情况下，自主决定以偏离常规服务方式的任何方式提供服务，并对履行服务所应遵循的方式、路线和程序拥有充分完全的自主决定权。
- i) If the Client expressly or impliedly instructs AP Global to use or it is expressly or impliedly agreed that AP Global will use a particular method of providing the Services, AP Global will give priority to that method but its adoption remains at the sole discretion of AP Global and AP Global is authorised to provide the Services by another method.
如果客户通过明示或默示方式指示或同意AP Global使用特定方式提供服务，AP Global将优先考虑该方法，但是否采用该方法仍由AP Global全权自主决定，AP Global有权以另一种方法提供服务。
- j) AP Global is entitled to open any document, wrapping, package or other container in which the Goods are placed or carried to inspect the Goods to determine their nature or condition, or determine the ownership or destination, where any relevant consignment note or identifying document or mark is lost, damaged, destroyed or defaced.
AP Global有权打开任何装有货物的文件、包装、包裹或其他容器，以检查货物的性质或状态，或在相关托运单或识别文件或标记丢失、损坏、销毁或污损的情况下确定所有权或目的地。
- k) The Client must ensure that any container or other packaging of the Goods, and/or pallets which are delivered with the Goods, which are required to be returned to the owner (or its nominee), are returned within the required time. Without limiting any other remedies that may be available to AP Global if a container or pallet provided by AP Global (or its agent) is not returned or misused, damaged, stolen or lost whilst in the possession or control of the Client, the Client is liable to pay, and will reimburse AP Global for the reasonable costs of repair or replacement of the container or pallet.
客户必须确保，任何与货物一起交付的容器或其他包装物，以及/或货盘，若需要归还给所有者（或其指定人员），应在规定时间内归还。如果AP Global（或其代理）提供的容器或货盘在客户占有或控制期间未归还或被滥用、损坏、被盗或丢失，客户有责任支付并补偿AP Global修理或更换该集装箱或货盘的合理费用。
- l) AP Global is not required to inspect the contents of any container sealed by tape, wrapping, shipping container seal or similar device at the time of receipt of such container.
AP Global 无需检查任何在接收时以胶带、包装、集装箱封条或类似装置密封的容器的内容物。
- m) AP Global may retain all and any allowances, commissions or other remuneration customarily paid to them by third party providers.
第三方供应商惯常支付给AP Global的所有和任何津贴、佣金或其他报酬均归AP Global所有。

7 Force Majeure 不可抗力

- a) Neither party shall be liable to the other, or be in default, for any failure to perform or delay in performing its obligations under the Services Agreement (other than an obligation to pay money), if that failure or delay is due to any reason or cause which could not with reasonable diligence be controlled or avoided by the party in question, including strikes, lockouts, acts of God, acts of nature, acts of governments, fires, floods, storms, riots, power shortages or power failure, war, sabotage, epidemic, pandemic or inability to obtain sufficient raw material, fuel, utilities ("**Force Majeure Event**").
如果未能履行或延迟履行其在服务协议下的义务（支付款项的义务除外）是由于任何有关方在合理努力下无法控制或避免的原因或理由造成的，则任何一方均不对另一方承担责任或构成违约、包括罢工、停工、天灾、自然灾害、政府行为、火灾、洪水、风暴、暴乱、电力短缺或停电、战争、破坏、流行病或无法获得足够的原材料、燃料、公共设施原因（“**不可抗力事件**”）。
- b) The party affected by a Force Majeure Event will promptly give to the other party, notice of the relevant event causing the inability to observe or perform the provisions of the Services Agreement and the reasons therefore.
受到不可抗力事件影响的一方应及时向另一方发出通知，说明导致无法遵守或履行服务协议条款的相关事件及其原因。
- c) The duty to act with reasonable diligence to control or prevent a Force Majeure Event shall not oblige a party to settle or compromise any industrial dispute on terms other than it, in its absolute discretion, deems fit.
以合理的努力控制或预防不可抗力事件的责任不应强迫一方以非其完全自主决定认为合适的条件解决或妥协任何劳资纠纷。

8 Client's Warranties 客户保证

The Client warrants each time that it requests that Services be provided by AP Global to it under the Services Agreement that:

客户每次请求 AP Global 根据服务协议向其提供服务时，均保证：

- a) it has full right, power and authority to contract with AP Global and deal with the Goods, and it holds all necessary licences, permits and consents to enable AP Global to provide the Services, and that it either owns the Goods or has the authority of the Owner to bind them to these Terms and Conditions for and on their behalf;
客户拥有与 AP Global 签订合同和处理货物的全部权利、权力和授权，并持有使 AP Global 能够提供服务的所有必要执照、许可证和同意书，且客户拥有货物或拥有货主的授权，可代表货主使货物受本通用条款约束；
- b) all Goods provided to AP Global are fully and adequately described to AP Global including the name, nature, type, contents and value of all Goods, are adequately packaged so as to withstand the ordinary risks of carriage, handling and storage having regard to their nature, and comply with any relevant legislation or regulations relating to the nature, condition and packaging of the Goods and all expenses and charges relating to that compliance have been or will be paid by the Client;
向 AP Global 提供的所有货物已被充分且适当描述，包括所有货物的名称、性质、类型、内容和价值，货物的包装足以承受运输、搬运和存储过程中的正常风险，且符合任何与货物性质、状态和包装相关的法律法规要求，且与这些合规性相关的所有花费和收费已经或将由客户支付；
- c) it has sufficiently informed AP Global about its requirements for the Services (including informing AP Global of any regulatory requirements relevant to the storage, carriage or handling of the Goods) to enable AP Global to perform the Services effectively and cost the Services properly;
已充分告知 AP Global 其对服务的要求（包括告知 AP Global 有关货物存储、运输或搬运的任何监管要求），以使 AP Global 能够有效地提供服务并合理地计算服务成本；
- d) the Goods are not noxious, dangerous, hazardous, inflammable, explosive or likely to cause damage in any manner whatsoever;

货物不具有有害、危险、易燃、易爆或以可能任何方式造成损害的性质；

- e) the person delivering or assigning any Goods to AP Global, or authorising any work, is properly authorised to do so;
将任何货物交付或分配给 AP Global 的人，或授权从事任何工作的人员，均有适当的授权；
- f) all descriptions, values and other particulars of Goods including gross weight, gross mass and dimensions provided to AP Global by the Client or the Client's Representatives under this agreement (including descriptions, values and other particulars of Goods provided for customs, consular and other purposes) is complete, accurate and up to date in all respects;
客户或客户代表根据本协议向 AP Global 提供的所有货物的描述、价值及其他详细信息（包括为海关、领事及其他目的提供的货物描述、价值及其他详细信息）均完整、准确且完全符合实际情况；
- g) any transport equipment used by the Client to deliver the Goods into the hands of AP Global is fit for purpose;
客户用于向 AP Global 交付货物的任何运输设备适合于货物运输用途；
- h) it has complied with all applicable laws and regulations relating to import, export and re-export controls and sanctions, including that:
其已遵守所有适用的与进口、出口和再出口管制及制裁相关的法律法规，包括：
- i. the Client, the Goods, and any technologies provided are not subject to any applicable sanctions list issued by any government or international authority (such as the United Nations Security Council, the European Union, the Australian Government, or the Government of China), and are not sourced from, destined for, transiting or otherwise connected to any person, entity, or country listed in or subject to any related sanctions, embargoes or restriction lists; and
客户、货物及所提供的任何技术均不属于任何政府或国际机构（如联合国安全理事会、欧盟、澳大利亚政府或中国政府）发布的制裁名单，并且不来源于、目的地不为、未经由任何被列入或受任何相关制裁、禁运或限制名单的人员、实体或国家/地区或与其有任何联系；以及
 - ii. the Goods do not contain items or technology (and are not sourced from, based upon or comingled with items or technology) that are controlled under any import, export or re-export control laws and regulations of any applicable jurisdiction;
货物不包含任何受任何适用司法辖区的管控进口、出口或再出口法律法规控制的物品或技术（且不来源于、基于或与这些物品或技术混合）；
- i) they accept that any advice given by AP Global is for them alone and that they will not pass any advice given to them by AP Global onto any third parties and in the event that they do so that they shall indemnify AP Global for all and any loss and expense arising from such action;
客户同意 AP Global 提供的任何建议仅供客户自身使用，且客户不会将 AP Global 向其提供的任何建议传达给任何第三方，若客户这样做，应赔偿 AP Global 因此产生的所有损失和费用；
- j) the Goods will be delivered to the AP Global destination hub in the country of origin unless otherwise agreed in writing by authorised officers of the Client and AP Global; and
货物将被交付至 AP Global 位于始发地国家/地区的目的地枢纽，除非客户的授权人员和 AP Global 另行书面同意；以及
- k) the Goods will not exceed the dimensions stated in the relevant AP Global Country Fact Sheet and in the event that the maximum dimensions are exceeded the Client shall be liable for any additional costs.
货物的尺寸不应超过 AP Global 国家/地区情况说明书中规定的尺寸，如果超出最大尺寸，客户应承担任何额外费用。

9 Title and Risk 所有权和风险

- a) All right, title and risk in the Goods will, at all times, remain with the Client or the Client's customer (as the case may be) as the legal owner. Subject to subclause b) below, AP Global acknowledges that it does not have ownership of, or property, right, title or interest in, any of the Goods while they are in AP Global's possession or control.
货物的所有权、产权和风险在任何时候都将由客户或客户的顾客（视具体情况而定）作为合法所有者持有。在下列 b)款的限制下，AP Global 确认其在货物处于 AP Global 的控制或管理下时，并不拥有任何所有权、产权或财产权益。
- b) AP Global shall have a particular and general lien for all and any sums due and owing to it on the Goods and any other goods and any related documents owned by the Client that are in the possession, custody or control of AP Global, and any related documents ("**Liened Goods**") are subject to a particular and general lien for all amounts payable by the Client to AP Global. On provision of 30 day's written notice AP Global has the right to sell some or all Liened Goods if those sums due are not paid within the periods specified in the Services Agreement and to apply the proceeds of such sale, less the costs of sale and any accrued storage which continues in favour of AP Global whilst the Liened Goods held under lien and any other expenses arising from exercising the lien in reduction of monies owing to AP Global. If the sums due are not covered by the proceeds of sale the Client shall remain liable for any balance due. If the sale proceeds exceed the sums due AP Global shall account to the Client for the balance.
AP Global 对于客户欠付的所有应付款项，在货物和任何其他货物及相关文件上享有特别和一般留置权。这些货物和文件（“留置货物”）将受到留置权的约束，以保证客户支付应付给AP Global的所有款项。AP Global提前 30 天书面通知客户后，出售部分或全部留置货物，若客户在服务协议中规定的期限内未支付欠款，AP Global可将出售所得在扣除出售成本、任何应计仓储费用（在留置货物处于留置状态期间继续累积的仓储费用以 AP Global 为收款人）以及因行使留置权而产生的其他费用后，用于抵扣欠款。如果出售所得不足以偿还欠款，客户仍需对剩余的欠款负责。如果出售所得超过应付金额，AP Global 应将剩余部分退还给客户。
- c) Nothing in the Services Agreement restricts any rights conferred on AP Global by any law, legislation or regulations relating to warehousemen's or carrier freight liens.
服务协议中的任何内容都不会限制 AP Global 根据任何关于仓储或承运人货运留置权的法律、法规或条例所享有的权利。
- d) Without limitation to other rights of the AP Global, from the time the Goods are in possession of the AP Global or a subcontractor, the Goods are subject to a continuing security interest in favour of the AP Global for payment of all amounts due and owing by the Client under this Services Agreement. The Client will not grant a security interest to another person, or allow any encumbrance to arise, in respect of the Goods.
在不限制 AP Global 其他权利的情况下，自货物由 AP Global 或其分包商接收之时起，货物将持续作为 AP Global 的担保物，以确保客户根据本服务协议应支付的所有款项。客户不得向他人授予货物的担保权益，也不得允许任何货物产生任何负担。

10 Relationship of the Parties 双方关系

The parties acknowledge that AP Global is an independent contractor and is not an employee of the Client (except where specifically provided in these Terms and Conditions).

双方承认，AP Global 是独立签约方，不是客户的雇员（通用条款中明确规定的除外）。

11 Confidentiality and Personal Information 保密和个人信息

- a) The parties will treat as confidential, and will not disclose other than internally to its own employees, consultants, contractors and advisers (and only where it is reasonably necessary for those employees, consultants, contractors and advisers to receive and be aware of the information for either the purposes of providing the Services, or for internal management purposes) any information that comes into their possession pursuant to, as a result of entering into, or from the performance of, the Services

except as required for performing their obligations and enforcing their rights under these terms and conditions. This obligation of confidentiality will not apply to information which comes lawfully into the public domain, is known to either party prior to the entry into an Agreement for the provision of the Services, is required to be disclosed by law, or relates to the affairs of a person and that person gives permission in writing for the disclosure of that information.

双方将把因签订服务协议或履行服务而掌握的任何信息视为保密信息，除在内部向自己的员工、顾问、承包商和法律顾问披露外（仅在这些员工、顾问、承包商和法律顾问因提供服务或内部管理的目的而有合理必要接收和了解该信息的情况下披露），不得向外披露，但因履行通用条款规定的义务和权利而需要披露的信息除外。本保密义务不适用于合法进入公共领域的信息、签订提供服务协议之前任何一方已知的信息、法律要求披露的信息或与某自然人的事务有关且该自然人书面允许披露的信息。

- b) AP Global (its affiliates and suppliers and their related parties) need to collect, use, process and access personal data (including personal data relating to senders, shippers, receivers, addressees, employees and officers and other customers of those parties) to fulfil their contractual obligations to the Client. Where personal data is collected or processed by AP Global (its affiliates and suppliers and their related parties) it will be held, used and protected for the purposes of the law in accordance with AP Global's Privacy Policy, and Cyber and Security Policy. The Client agrees to the use, transmission, and storage of personal information by AP Global in the manner described above and ensures that it has obtained the consent of the relevant parties (including consent for the Client to provide AP Global with their personal information). AP Global（及其关联公司和供应商及其相关方）需要收集、使用、处理和访问个人数据（包括与寄件人、发货人、收货人、收件人、雇员和管理人员以及前述各方的其他顾客有关的个人数据），以履行其对客户的合同义务。AP Global（及其关联公司和供应商及其相关方）在收集或处理个人数据时，将根据 AP Global 的隐私政策以及网络和安全政策依法持有、使用和保护这些数据。客户同意 AP Global 以上述方式使用、传输和存储个人信息，并确保已获得相关方的同意（包括同意客户向 AP Global 提供其个人信息）。

12 Intellectual Property 知识产权

Any system, process, or any other property, or intellectual property, developed by or on behalf of AP Global in connection with the provision of the Services to the Client shall be the sole and unencumbered property of AP Global.

由 AP Global 或代表 AP Global 开发的与向客户提供服务有关的任何系统、流程或任何其他财产或知识产权，均应是 AP Global 的独占和无权利负担的财产。

13 Dangerous Goods and Limitations on Certain Other Goods 危险品和对特定其他货物的限制

13.1 Acceptance of Dangerous Goods 接受危险品

- a) Except with the express written consent of AP Global, AP Global will not accept or deal with any noxious, dangerous, hazardous, inflammable or explosive goods, goods likely to harbour or encourage vermin or other pests or any goods likely to otherwise cause damage in any manner whatsoever (**Dangerous Goods**). The Client is liable for all and any loss or damage or expense to the Goods and to AP Global arising in connection with Dangerous Goods that have been delivered to AP Global by or on behalf of the Client without express written consent or knowledge of AP Global and for all and any loss and expense arising from the inherent nature of the Dangerous Goods.

除非获得 AP Global 的明确书面同意，否则 AP Global 将不接受或处理任何有毒、危险、有害、易燃或易爆物品、可能藏匿或助长害虫或其他虫害的物品或可能以任何方式造成损害的任何物品（以下统称为“危险品”）。对于客户或其代表在未获得 AP Global 明确书面同意或在 AP Global 不知情的情况下交付给 AP Global 的危险品，以及因危险品的固有性质而造成的所有损失和费用，客户应对货物和 AP Global 因此遭受的所有和任何损失、损害或费用负责。

- b) If the Goods are or include Dangerous Goods, the Client must comply with all applicable

laws and regulations in relation to the Goods, including keeping AP Global fully informed of the nature, type and contents of all such Goods in respect of which Services may be performed, and providing full and adequate descriptions of the relevant Goods in any relevant consignment note. The Client is liable for all and any loss or damage or expense to the Goods and to AP Global resulting from the Client's failure to fulfill the aforementioned obligations, and AP Global shall be held liable only if such loss or damage is caused by AP Global's willful negligence.

如果货物为危险品或包括危险品，则客户必须遵守与货物有关的所有适用法律和法规，包括让 AP Global 充分了解可能提供服务的所有此类货物的性质、类型和内容，并在任何相关托运单中提供相关货物的完整和充分说明。客户应对因其未能履行上述义务而对货物和 AP Global 造成的全部和任何损失、损害或费用负责，AP Global 仅在因自身重大过失而造成此类损失或损害的情况下承担责任。

- c) If, in AP Global's reasonable opinion, the Goods, either by themselves or in combination with other Goods, are likely for any reason (including fire, explosion, seepage or any form of contamination) to cause injury to persons or damage to the environment, other goods or property, the Goods may be retained, destroyed, disposed of, abandoned, removed or rendered harmless by AP Global without prior notice or compensation to the Client.

如果 AP Global 合理地认为，货物本身或与其他货物的组合可能因任何原因（包括火灾、爆炸、渗漏或任何形式的污染）对人员造成伤害或对环境、其他货物或财产造成损害，AP Global 可以留置、销毁、处置、抛弃、移走货物或使其无害化，而无需事先通知客户或向客户提供赔偿。

13.2 Excluded Goods 除外货物

Except with the express written consent of AP Global, AP Global will not accept Excluded Goods. If the Client delivers such Excluded Goods to AP Global without the knowledge of AP Global, the Client will be responsible for all loss and damage to the Excluded Goods and expense to AP Global arising in connection with the Excluded Goods.

除非获得 AP Global 的明确书面同意，否则 AP Global 将不接受除外货物。如果客户在 AP Global 不知情的情况下将此类除外货物交付给 AP Global，客户将对除外货物的所有损失和损坏以及 AP Global 因除外货物而产生的费用负责。

13.3 Non-deliverable Goods 无法交付货物

- a) Any Goods that cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the Client or the addressee within a reasonable time may be returned at AP Global's option, and AP Global will provide notice in writing to the Client of such non-delivery and the reason for such non-delivery within a reasonable time.

由于地址不全或不正确或由于客户或收件人未在合理时间内收取或接受而无法交付的任何货物，可由 AP Global 选择退回，AP Global 将在合理时间内以书面形式通知客户货物无法交付及其原因。

- b) If the Client instructs to abandon the Goods, AP Global will obtain the right to dispose of or sell the Goods. The Client agrees that AP Global will open, dispose of, or sell the Goods at its sole discretion and that the Client will not claim any rights against AP Global in respect of the Goods.

如果客户指示放弃货物，AP Global 将获得处置或出售货物的权利。客户同意 AP Global 将有权自行决定打开、处置或出售货物，且客户不得就货物向 AP Global 主张任何权利。

- c) If AP Global does not receive further instructions from the Client in respect of the non-delivered Goods before the expiration of 28 Business Days from the provision of the notice referred to in 13.3 a) above, AP Global will return the Goods to the Client in accordance with the *Regulations on the Management of Undeliverable and Unreturnable Express Items* and other laws and regulations, and the Client shall bear all the costs incurred therefrom. If the Goods cannot be delivered and cannot be returned, AP Global has the right to handle the Goods in accordance with the

Regulations on the Management of Undeliverable and Unreturnable Express Items and other laws and regulations.

如果 AP Global 在第 13.3 条 a) 款所述通知发出后 28 个工作日内未收到客户关于无法交付货物的进一步指示, AP Global 将根据《无法投递又无法退回快件管理规定》及其他法律法规将货物退回给客户, 由此产生的所有费用由客户承担。如果货物无法投递且无法退回, AP Global 有权根据《无法投递又无法退回快件管理规定》及其他法律法规处理货物。

- d) All reasonable charges and expenses arising in connection with the disposal or sale and/or return of those Goods shall be paid by the Client or sender.
- 处置或销售和/或退回上述货物相关的所有合理费用和开支应由客户或寄件人承担。
- e) AP Global may apply the proceeds of Goods sold under clause 13.3b), less the costs of the sale and/or return of the Goods, in reduction of monies owing by the Client to AP Global. After payment of the costs of the sale and/or return of the Goods and any monies owing by the Client to AP Global, any surplus remaining shall be paid in accordance with applicable laws and regulations.

AP Global 根据第 13.3 条 b) 款出售货物, 并减去出售和/或退回货物的费用后, 可将所得收益用于抵扣客户欠付 AP Global 的款项。在 AP Global 支付货物销售和/或退货费用以及抵扣客户欠付 AP Global 的任何款项后, 所剩款项应由 AP Global 根据适用法律和法规向客户支付。

- f) A communication from any Representatives of AP Global to the effect that the Goods cannot be delivered for any reason shall be conclusive evidence of the fact.

AP Global 的任何代表发出的因任何原因无法交付货物的通知应视为货物无法交付的确凿事实证据。

14 Liability 责任

14.1 Client enters AP Global's premises at own risk 客户进入 AP Global 的场所风险自负

If Representatives of the Client enter on to any of AP Global's premises, they do so at their own risk. It is the Client's responsibility to make its Representatives aware that they enter on to any of AP Global's premises at their own risk.

如果客户代表进入 AP Global 的任何场所, 其风险自负。客户有责任让其代表意识到, 他们进入 AP Global 的任何场所, 风险自负。

14.2 Limited liability of AP Global AP Global 的有限责任

- a) Subject to clauses 14.2 b) and 20.4, to the maximum extent permitted by Law, AP Global will not be liable in contract, tort (including negligence), bailment or otherwise in law to the Client, or any third party for any Loss, including any Consequential Loss, arising out of or in connection with the Services Agreement or the provision of (or any failure to provide) the Services.

除第 14.2 条 b) 款和第 20.4 条的规定外, 在法律允许的最大范围内, AP Global 不对客户或任何第三方因服务协议或提供 (或未能提供) 服务而造成或与之相关的任何损失 (包括任何间接损失) 承担合同、侵权 (包括过失)、担保或其他法律责任。

- b) Clause 14.2 a) will not apply to any Loss suffered by the Client:

第 14.2 条 a) 款不适用于客户遭受的以下任何损失:

- i. as a result of any Claim arising out of an injury to or the death of any person, to the extent that such Loss was caused by the negligent act or omission of AP Global; or
因 AP Global 的疏忽行为或不作为造成的任何人受伤或死亡引起的索赔; 或
- ii. to the extent that the Loss was a direct result of the fraud, gross negligence or wilful misconduct of AP Global.

损失是由 AP Global 的欺诈、重大过失或故意不当行为直接造成的。

- c) AP Global agrees to provide the Services using a reasonable degree of skill and care.

AP Global 同意运用合理的技能和谨慎的态度开展服务。

- d) Subject to clause 14.2a), AP Global will not be liable to the Client for or in respect of any loss or damage of any kind whatsoever, including Consequential Loss, arising from any act or omission on the part of AP Global in connection with, arising out of or otherwise relating to, the provision of the Services, or the Services Agreement, including (without limitation) any delay in the collection of, or loss or damage to, or deterioration of, the Goods, mistaken delivery or failure to deliver or delay in delivery of the Goods either in transit or in storage, or any loss or damage arising out of or in connection with any quotation, advice, statement, representation or information given or made by or on behalf of AP Global to the Client or others as to the classification of or any matter material to the valuation of or the liability for or the amount, scale or rate of customs and/or excise duty or other impost, tax or rate charged in respect of the Goods or any cargo whatsoever above the value of such loss or CNY240 per consignment of Goods, whichever is the lower. For all and any other claims the limitation of AP Global's liability shall be the value of such claim or series of related claims or CNY4800 whichever is the lower. If a series of related claims is made the said limit of liability shall apply to such claims in the aggregate in any one trading year commencing from the date the first claim arose.

在不违反第 14.2条a)款规定的情况下，AP Global 将不就与提供服务或服务协议有关、由其引起或以其他方式与之相关的任何行为或疏忽所导致的任何种类的损失或损害（包括间接损失）中高于损失价值或每批货物高于240元（以较低者为准）的部分向客户承担任何责任，包括（但不限于）任何延迟收取货物或货物的损失或损坏或变质、错误交付或未能交付或延迟交付运输途中或储存中的货物，由 AP Global 或代表 AP Global 向客户或其他方提供或作出的任何报价、建议、声明、陈述或信息引起的或与之相关的任何损失或损害，对货物的估价或责任或对货物征收的关税和/或消费税或其他税费、税率的金额、规模或税率有重要影响的任何事项。对于所有和任何其他索赔，AP Global 的责任限制应为此类索赔的金额或一系列相关索赔的总金额或人民币 4800 元，以较低者为准。如果提出一系列相关索赔，上述责任限额应适用于自第一项索赔发生之日起任何一个营业年度内的索赔总额。

- e) At AP Global's sole discretion, instead of providing compensation under clause 14.2b) above it may either resupply the Services or pay the cost of the supply of the Services.

AP Global可自行决定不提供上述第14.2条b)款规定的赔偿，而是重新提供服务或支付提供服务的费用。

- f) AP Global reserves the right to accept liability in excess of the limits set out above in clause 14.2b) and 14.2d) provided they receive from an authorised representative of the Client express instructions in writing including a declaration of the Goods concerned and their value and agree to pay AP Global's Additional Charges for accepting such increased level of liability and AP Global agrees to the same in writing through an Officer of AP Global.

AP Global 保留接受超出上述第14.2条b)款和第14.2条d)款所列限额的责任的权利，条件是其收到客户授权代表的明确书面指示，包括有关货物及其价值的声明，并同意支付 AP Global 因接受此增加的责任而产生的额外费用，且 AP Global 通过一名管理人员以书面形式对此表示同意。

- g) AP Global is not liable for any failure to adhere to agreed departure and arrival dates of Goods unless agreed in writing between an Officer of AP Global and the Client.

除非 AP Global 管理人员与客户之间达成书面协议，否则 AP Global 不对任何未遵守商定货物发出和到达日期的情况负责。

14.3 Liability of Client 客户责任

- a) To the maximum extent permitted by Law, the Client will be liable for and indemnify AP

Global and its Representatives, and keep AP Global and its Representative indemnified from and against, any Claim (including a third party Claim) for any Indemnifiable Loss, including Consequential Loss, arising out of or in connection with:

在法律允许的最大范围内，客户将对AP Global 及其代表承担责任，并使 AP Global 及其代表免受因以下原因或与以下原因有关的任何可赔偿损失（包括间接损失）而引起的任何索赔（包括第三方索赔）的影响的责任：

- i) any breach by the Client of its obligations under, or a representation or warranty made by it in the Services Agreement;

客户违反其在服务协议中所承担的义务或作出的陈述或保证；

- ii) any claim by any person in respect of or arising out of or in connection with:

任何人就以下方面提出的或由以下方面引起的或与以下方面有关的任何索赔：

- i. loss of or damage to, or deterioration, mistaken delivery, failure or delay in delivery of, the Goods unless arising from the negligence of AP Global;

货物的丢失、损坏或变质、错误交付、未能交付或延迟交付，除非因 AP Global 的疏忽引起；

- ii. AP Global acting as agent under the Services Agreement unless AP Global acts in contravention of the Client's instructions; and

AP Global根据服务协议作为代理人行事，除非AP Global的行为违反了客户的指示；以及

- iii) any claim or demand by, or liability to, any person who has, may have or claims to have an interest in the Goods which exceeds the liability of AP Global to the Client as provided for in clause 14.2b) above.

任何拥有、可能拥有或声称拥有货物权益的人提出的索赔或要求，或AP Global承担的责任超过上述第 14.2条b)款规定对客户承担的责任。

- b) The Client's liability to AP Global under clause 14.3 a) is reduced proportionally to the extent that Loss was caused or contributed by AP Global.

客户根据第14.3条a)款对 AP Global 承担的责任将根据 AP Global 造成或促成损失的程度按比例减少。

14.4 Benefit 权益

Every exemption, limitation, defence, immunity or other benefit contained in the Services Agreement to which AP Global is entitled will also be held by AP Global for the benefit of, and will extend to protect, each of AP Global's Representatives.

AP Global有权享有的服务协议中包含的每项免责、限制、抗辩、豁免权或其他权益，相关权益也将由AP Global为其每名代表的利益而持有，并将适用范围扩展至保护AP Global的每名代表。

14.5 Not a common carrier 非公共承运人

AP Global is not a common carrier and accepts no liability as a common carrier and reserves the right to refuse to carry any goods.

AP Global 不是公共承运人，不承担公共承运人的任何责任，并保留拒绝承运任何货物的权利。

14.6 Notice of claims 索赔通知

This clause 14.6 is subject to clause 20.4. The Client must as soon as practicable notify AP Global in writing of all Claims (by it or a third party) under or in relation to or arising out of the Services Agreement, however, if a Claim relates to a Loss of the Goods it must be brought within 6 months from the date of consignment of the Goods. The Client must comply with AP Global's claim investigation process which includes providing AP Global with all relevant information or evidence and complying with any reasonable requests it makes.

本条款受第 20.4条约束。客户必须在可行的情况下尽快书面通知 AP Global 根据服务协议提出的或与服务

协议有关的或由服务协议引起的所有索赔（无论由客户还是第三方提出），但是，如果索赔与货物损失有关，则必须在货物托运之日起 6 个月内提出。客户必须遵守 AP Global 的索赔调查程序，包括向 AP Global 提供所有相关信息或证据，并遵守AP Global提出的任何合理要求。

15 Insurance 保险

- a) Subject to subclause b), the Client is solely responsible (at the Client's cost) for taking out, and keeping current, all such insurances as are reasonable and prudent in light of the nature and form of the Services being provided to the Client by AP Global and the Client's obligations under the Services Agreement.

在不违反本条b)款规定的情况下，客户应根据与AP Global向客户提供的服务性质和形式以及客户在服务协议项下的义务自行负责（即由客户承担费用）投保相适应的合理和审慎的保险，并使其保持有效。

- b) Nothing in the Services Agreement requires either AP Global or the Client to take out or keep current any insurance policies in connection with the Goods or the Services.

服务协议中没有任何条款要求AP Global或客户就货物或服务购买任何保险或使保险保持有效。

16 Conditions of Carriage 运输条件

- a) Any written instructions published by AP Global and provided to the Client thirty (30) days before they intend to take effect shall apply to the carriage of any Goods under the Services Agreement. Subject to clause 16 b), if the instructions referred to in this clause are inconsistent with a provision of the Services Agreement, the provisions of the Services Agreement prevail to the extent of the inconsistency.

由 AP Global 发布并在生效前三十（30）天提供给客户的任何书面指示应适用于服务协议项下的任何货物运输。在不违反第16条 b) 款的前提下，如果本条所述指示与服务协议的规定不一致，则在不一致的范围内以服务协议的规定为准。

- b) For any Goods carried by post, if the provisions referred to clause 16 a) are inconsistent with any provision of the Services Agreement, the provisions referred in clause 14.2 a) prevail.

对于任何邮寄货物，如果第16条a)款所述规定与服务协议的任何规定不一致，则以第14.2条a)款所述规定为准。

17 Termination 合同终止

17.1 AP Global's rights to terminate the Services Agreement AP Global终止服务协议的权利

AP Global may terminate this Services Agreement:

在下列情况下，AP Global可终止服务协议：

- a) For any reason by giving not less than ninety (90) days' written notice to the Client;
无论出于何种原因，提前九十（90）天向客户发出书面终止协议通知；
- b) Immediately by giving written notice to the Client if:
若发生以下情况，AP Global可向客户发出书面通知立即终止协议：
- i. the Client becomes Insolvent or ceases or threatens to cease business;
客户破产或停止营业或存在停止营业的风险；
 - ii. the Client fails to make payment under the Services Agreement, and that failure continues for 14 days after receipt of notice from AP Global of its intention to terminate the Services Agreement by reason of such failure;
客户未能支付服务协议项下的款项，且在收到 AP Global 因客户未能支付款项而有意向终止服务协议的通知后 14 天内仍未支付款项；
 - iii. the Client commits a breach of a material term of the Services Agreement and the breach is not remedied within 14 days after receipt of notice from AP Global specifying the breach and its intention to terminate the Services Agreement by reason of such breach;

客户违反了服务协议的重要条款，且在收到 AP Global 明确指出违约行为及有意向因其违约行为而终止服务协议的通知后 14 天内仍未纠正违约行为；

- iv. the Client commits a material breach of the Services Agreement which is not capable of remedy;

客户严重违反服务协议，且无法补救；

- v. the supply or use of a Service is or is to become unlawful;
- 服务的提供或使用属于或将属于非法行为；

- vi. in the reasonable opinion of AP Global, the provision of a Service is liable to cause death or personal injury or damage to property; or

根据 AP Global 的合理意见，提供服务可能导致死亡或人身伤害或财产损失；或

- vii. a Force Majeure Event affecting the Service being provided under the Services Agreement persists for 30 days or more.

不可抗力事件影响服务协议项下提供的服务，且该不可抗力事件持续 30 天或以上。

17.2 Client's rights to terminate the Services Agreement 客户终止服务协议的权利

The Client may terminate the Services Agreement:

在下列情况下，客户可终止服务协议：

- a) For any reason by giving not less than ninety (90) days' written notice to AP Global; 无论出于何种原因，提前九十（90）天向AP Global发出书面终止协议通知；
- b) Immediately by giving written notice to AP Global if: 若发生以下情况，客户可向AP Global发出书面通知立即终止协议：
 - i. AP Global becomes Insolvent or ceases or threatens to cease business; AP Global破产或停止营业或存在停止营业的风险；
 - ii. AP Global commits a breach of a material term of the Services Agreement and the breach is not remedied within 14 days after receipt of notice from the Client specifying the breach and its intention to terminate the Services Agreement by reason of such breach; AP Global违反了服务协议的重要条款，且在收到客户明确指出违约行为及有意向因其违约行为而终止服务协议的通知后 14 天内仍未纠正违约行为；
 - iii. AP Global commits a material breach of the Services Agreement which is not capable of remedy; or AP Global严重违反服务协议，且无法补救；或
 - iv. a Force Majeure Event affecting the Service being provided under the Services Agreement persists for 30 days or more. 不可抗力事件影响服务协议项下提供的服务，且该不可抗力事件持续 30 天或以上。

18 Consequences of termination 合同终止的后果

18.1 Survive termination 终止后的条款效力

The termination of the Services Agreement for any reason will not extinguish or otherwise affect: 无论因何种原因终止服务协议，以下内容均不被消除或影响：

- a) any rights of either party against the other which accrued before the termination and which remain unsatisfied; or the provisions of clauses 3 (Prices, Extra Charges and Payment Terms), 11 (Confidentiality and Personal Information), 12 (Intellectual Property), 14 (Liability), 17 (Termination), 18 (Consequences of termination), 20.5 (Governing Law and Jurisdiction); or 任何一方在服务协议终止前对另一方享有的、尚未实现的任何权利；或第 3 条（价格、额外收费和支付条款）、第 11 条（保密和个人信息）、第 12 条（知识产权）、第 14 条（责任）、第 17 条（合同终止）、第 18 条（合同终止的后果）、第 20.5 条（适用法律和管辖权）的规定；或
- b) or any other provision of the Services Agreement which is expressly stated to, or which by

their nature, survive termination of the Services Agreement.

或服务协议中明确规定或因其性质在服务协议终止后继续有效的任何其他条款。

18.2 Outstanding monies 未付款项

Upon termination of the Services Agreement, the Client must immediately pay to AP Global all amounts due and payable under this agreement for Services provided up to the date of termination.

服务协议终止后，客户必须就AP Global所提供的服务立即向AP Global支付本协议项下截至终止日的所有到期应付款项。

19 Variation and Amendment 合同变更和修订

19.1 Material amendment by AP Global AP Global的实质性修订

- a) AP Global may amend or vary the Services Agreement including these Terms and Conditions by giving the Client prior written notice ("**Amendment Notice**") of at least 30 days' ("**Amendment Notice Period**").

AP Global可通过至少提前30天（以下简称“修订通知期”）向客户发出书面通知（以下简称“修订通知”）的方式修订或变更包括通用条款在内的服务协议内容。

- b) If the Client does not accept the Amendment Notice it may terminate the Services Agreement or cease the relevant Service by providing AP Global written notice at least ten (10) Business Days before the end of the Amendment Notice Period. The termination of the Services Agreement or cessation of the Service will be effective at the end of the Amendment Notice Period.

若客户不接受修订通知，可在修订通知期结束前至少十（10）个工作日向 AP Global 发出终止服务协议或停止相关服务的书面通知。服务协议的终止或服务的停止将在修订通知期结束时生效。

- c) The Client will be deemed to have accepted the Amendment Notice if AP Global does not receive its written notice of termination at least 10 Business Days before the end of the Amendment Notice Period.

若AP Global在修订通知期结束前至少 10 个工作日未收到客户的书面终止通知，将视为客户接受修订通知。

19.2 Amendment by agreement 协议修订

The parties may amend or vary any part of the Services Agreement by agreement in writing, signed and sealed by both parties.

双方可通过签字盖章的书面协议修改并变更服务协议的任何内容。

20 General 一般条款

20.1 Notice 通知

Notices served pursuant to the Services Agreement including these Terms and Conditions must be made in writing and may be delivered by hand, by registered or signed for post or by email to the address of each party notified from time to time. For notices delivered by hand delivery, the notice is deemed given when it arrives at the Client's specified address; for notices sent by registered post, the notice is deemed delivered within 5 Business Days after the date of dispatch; for notices sent by email, the notice is deemed to be delivered upon its arrival at the Client's email system (unless the sender receives an automated message that the email has not been delivered); but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the notice is taken to be received at 9.00am on the next Business Day.

根据服务协议（包括通用条款）送达的通知必须以书面形式发出，可以通过专人递送、挂号或签收邮寄或电子邮件的方式送达不时通知的各方地址。对于通过专人递送的通知，通知在到达客户指定地址时被视为已送达；对于通过挂号信邮寄的通知，通知在寄出日期后5个工作日内被视为已送达；对于通过电子邮件

发送的通知，通知在到达客户电子邮件系统时被视为已送达（除非发件人收到电子邮件未送达的自动信息）；但如果送达、收到或发送时间不是工作日或在工作日下午5:00之后，则视为在下一个工作日上午9.00am送达通知。

20.2 Assignment 转让

- a) A party may not assign, novate or otherwise deal with the Services Agreement except with the prior written consent of the other party. A party is not required to give consent or to justify the withholding of consent.

未获得另一方书面同意的情况下，一方不得转让、更替或以其他方式处理服务协议。另一方无义务给予同意，亦无需说明不予同意的理由。

- b) Notwithstanding subclause (a) above, AP Global may assign or novate the Services Agreement (or any of its rights and obligations under the Services Agreement) without the other party's consent to any Related Body Corporate.

尽管有上文(a)款的规定，AP Global 仍可在未经另一方同意的情况下，将服务协议（或其在服务协议下的任何权利和义务）转让或更替给任何关联公司。

20.3 Enforceability, severance, copies and counterparts 可执行性、分割性、副本

- a) All provisions of the Services Agreement including these Terms and Conditions are severable. No provision hereof will be affected by the invalidity of any other provision except to the extent that such invalidity also renders such other provisions invalid and in the event of the invalidity of any provision, the Services Agreement will be interpreted and enforced as if such invalid provisions were not contained in the agreement.

服务协议的所有条款（包括通用条款）均可分割。本协议的任何条款均不会因任何其他条款的无效而受到影响，除非该无效条款同时导致其他条款无效；在任何条款无效的情况下，服务协议的解释和执行将视同该无效条款未包含在协议中。

- b) All the rights, immunities and limitations of liability in the Services Agreement will continue to have their full force and effect in all circumstances and notwithstanding any reach of the Services Agreement by AP Global or any other person entitled to the benefit of such provisions.

服务协议中的所有权利、豁免和责任限制在任何情况下都将继续具有完全的效力和作用，即使 AP Global 或任何其他有权受益于此类条款的主体终止了服务协议。

- c) This Services Agreement may be written and executed in English and Chinese if required by the parties. In the event of any inconsistency between the English and Chinese versions of the Services Agreement (including these Terms and Conditions), the English version shall prevail.

若双方需要，本服务协议可以中英文书写和签署。如服务协议（包括通用条款）的中英文版本有任何不一致之处，应以英文版本为准。

- d) Both parties agree that this Services Agreement may be executed in the following manner:

双方同意以下列方式签署本服务协议：

- i. this agreement may be executed in any number of copies, each signed by both parties to the agreement and each copy having the same legal effect; and/or
本协议一式多份，每份均由协议双方签署，并具有同等法律效力；和/或
- ii. this agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument and have the same effect as if the signatures on the counterparts were on a single copy of the agreement.

本协议可以分成任意多份副本签署。所有副本合在一起构成完整的协议，具有与所有签名都在同一份协议上签署相同的效力。

20.4 Exclusion of terms, conditions, representations, warranties and undertakings 条款、条件、陈述、保证和承诺的排除

- a) **Except as expressly set out in the Services Agreement, AP Global disclaims all warranties, guarantees and conditions with respect to the Services, to the maximum extent permitted by Law.**

除《服务协议》中明确规定的情况外，AP Global 在法律允许的最大范围内拒绝就服务提供任何保证、担保和条件。

- b) Nothing in the Services Agreement (including clause 20.4 a) of these Terms and Conditions) excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any Law that cannot lawfully be excluded or limited (a "Non-Excludable Condition").

服务协议（包括第 20.4 条 a) 款）中的任何内容均不排除、限制或修改任何权利或补救措施，或任何法律默示或规定的、不能合法排除或限制的任何保证、担保或其他条款或条件（以下简称“不可排除条件”）。

- c) Where permitted by Law, and providing it is reasonable to do so, AP Global limits its liability for breach of Non-Excludable Condition to either the resupply of the Service, or paying the cost of resupplying the Service, in respect of which the breach occurred.

在法律允许且合理的情况下，AP Global 对违反“不可排除条件”的责任仅限于就违约行为重新提供服务，或支付重新提供服务的费用。

20.5 Governing law and jurisdiction 适用法律和管辖权

- a) These Terms and Conditions, the Services Agreement and any dispute thereunder are exclusively governed by and will be construed in accordance with the law in force in the PRC. Subject to subclause (b) below, any dispute arising from or in connection with the Services Agreement shall be submitted to Guangzhou Arbitration Commission. The arbitral award shall be final and binding upon both parties.

通用条款、服务协议以及任何相关争议均适用中国现行有效的法律，并将根据中国现行法律进行解释。根据下文(b)款的规定，因服务协议引起的或与服务协议有关的任何争议应提交广州仲裁委员会仲裁。仲裁裁决为终局裁决，对双方均具有约束力。

- b) The arbitration shall be conducted under the Arbitration Rules of Guangzhou Arbitration Commission (the "GZAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause, for final resolution by commencing arbitration or writing to the Client to require them to commence any claim by arbitration. For the avoidance of doubt, such discretion shall include the right to stay, removal, or dismissal of court proceedings (if any) in favour of arbitration. The arbitration shall be administered by the Guangzhou Arbitration Commission (the "GZAC"). The seat of arbitration shall be Guangzhou. The arbitration shall be conducted in English. The number of arbitrators shall be three, except that any claim under the amount of CNY 3 million (excluding interest) in value shall be resolved in accordance with the Summary Proceedings under the GZAC Rules and be heard by a sole arbitrator. Save as provided, the Summary Proceedings shall not otherwise apply.

仲裁应根据当时有效的《广州仲裁委员会仲裁规则》进行，该规则被视为以提及方式纳入本条款，以通过启动仲裁或致函客户要求其通过仲裁启动任何索赔来最终解决。

为避免疑义，该自由裁量权应包括中止、撤销或驳回法院诉讼（如有）以利于仲裁进行的权利。仲裁应由广州仲裁委员会管理。仲裁地为广州。仲裁应以英语进行。仲裁员人数为三人，但价值人民币 300 万元（不包括利息）以下的任何索赔均应按照《广州仲裁委员会规则》规定的简易程序解决，并由一名独任仲裁员审理。除上述规定外，简易程序不适用其他情况。

The Parties have caused this Services Agreement to be duly executed by their legal representative or duly authorized officer and sealed with the common seal by the Parties.

双方已委托其法定代表人或经正式授权的管理人员正式签署本服务协议，并由双方加盖公章。

Signed签名: _____

For and on behalf of 广州澳际物流有限责任公司 AP Global Logistics (Guangzhou) Co., Ltd

代表广州澳际物流有限责任公司

[NAME姓名]

[POSITION职位]

(DATE日期)

Signed签名: _____

For and on behalf of _____ **[Insert Chinese entity name (and English entity name if applicable)]**

代表_____ **[填写公司中文名（及英文名，如有）]**

[NAME姓名]

[POSITION职位]

(DATE日期)