Standard Freight Forwarding Agency Agreement

No.:

This Agreement is entered into by and between:

Principal: (hereinafter referred to as "Party A") **Forwarder**: (hereinafter referred to as "Party B")

Definition:

This Agreement is the framework agreement between Party A and Party B on the basic rights and obligations in relation to the freight forwarding services in all phases of logistics in connection with various international and national modes of transport, and shall be relied upon by the Parties when negotiating and settling any dispute arising from the performance of any specific freight forwarding agency agreement between them.

Principal means the party who entrusts the Forwarder to provide the freight forwarding services. The Principal may entrust the Forwarder with one or more freight forwarding matters, or generally entrust the Forwarder with all freight forwarding matters.

Forwarder means the party who accepts the Principal's entrustment and performs the agreed freight forwarding matters. Acting as an agent in accordance with relevant laws and regulations, the Forwarder shall deal with the freight forwarding matters according to the Principal's instructions within the scope of the freight forwarding services. Unless otherwise stipulated by this Agreement, the Forwarder shall bear no responsibility as carrier.

Freight forwarding services/matters refer to the services that the Forwarder may provide according to law, including:

- 1. Cargo canvassing, space booking (including ship chartering, airplane chartering and cabin chartering), consignment, storage, packaging;
- 2. Supervision on cargo loading/discharge, container packing and unpacking, bulk breaking, transshipment and relevant short-distance transportation services;
- 3. Customs declaration, application for quarantine and inspection, and procurement of cargo insurance;
- 4. Preparation and issuance of relevant documents, freight payment and settlement, and payment of extra charges;
- 5. Transportation agency for international exhibits, personal belongings and transit goods;
- 6. International multimode transportation and freight consolidation (including LCL);
- 7. International express delivery (exclusive of personal letters);

8. Consultation services and other international freight forwarding services.

Dangerous goods refer to the goods that are categorized as dangerous goods by the International Maritime Dangerous Goods Code or other applicable international conventions or national laws and regulations, and those likely to result in personal danger or damage to property or environment due to their inherent nature or properties.

Sub-entrustment means the Forwarder sub-entrusts the freight forwarding matters entrusted by the Principal to a third party.

With the Principal's consent, the Forwarder may sub-entrust the freight forwarding matters. In the case of sub-entrustment with the Principal's consent, the Principal may give direct instructions to the sub-entrusted third party in respect of the entrusted freight forwarding matters, and the Forwarder shall be liable only for the appointment of the third party and its instructions to the third party.

In the case of sub-entrustment without the Principal's consent, the Forwarder shall assume the liabilities to the Principal for the acts of the sub-entrusted third party.

I. Services

- 1. The freight forwarding services Party A entrusts Party B to provide include but are not limited to space booking, customs declaration, application for quarantine and inspection, procurement of cargo insurance, packaging, lashing and securing, supervision on cargo loading/discharge, container haulage/redelivery/packing/unpacking, bulk breaking, transshipment, storage, preparation/hand-over of relevant documents, settlement of relevant expenses, etc.
- 2. The freight forwarding matters entrusted by Party A to Party for each shipment shall be subject to the matters stated on the Letter of Entrustment issued by Party A to Party B.
- 3. When Party A entrusts Party B to provide the specific freight forwarding services, if the nature and content of the entrusted matters stated on the Letter of Entrustment are unclear, Party B may request Party A to clarify them. If Party A fails to clarify them within the time limit required by Party B, the entrusted matters shall be considered as those Party B needs to undertake in performing the freight forwarding services in Party A's interests and for the purpose to accomplish Party A's entrustment.
- 4. Unless otherwise expressly required by Party A, after accepting Party A's general entrustment, Party B shall take the responsibility to deal with the relevant freight

forwarding matters until the relevant freight forwarding matters are completed.

II. Party A's Obligations

- 1. For each entrustment of the specific freight forwarding matters, Party A shall tender a Letter of Entrustment to Party B ____ days prior to the date of shipment, so that reasonable period of time may be reserved for Party B to book space with the carrier.
- 2. The Letter of Entrustment issued by Party A shall specify: the shipper, consignee, notify party, price terms under the sales contract, port of loading, port of destination, place of delivery, cargo descriptions in Chinese and English, marks, number of packages, gross weight, volume, required date of shipment, clause about mode of transport, calculation and payment methods of freight and extra charges, principal (with the Principal's special seal for booking or official stamp or other stamp that may manifest Party A's identity), contact person, telephone number and fax number. If Party A has any special requirements on the loading, packaging, stowing and storage of the cargo consigned, an explicit notice in writing shall be given to Party B.
- 3. If the cargo consigned by Party A is for FCL transportation, it shall be clarified on the Letter of Entrustment whether the packing of container(s) will be conducted by Party A or by Party B as entrusted by Party A, whether the container(s) will be delivered by Party A on its own or Party B will be entrusted to haul the container(s), the time of container use, etc., unless it has been clearly prescribed that the container(s) will be prepared by Party A on its own.
- 4. Party A shall provide Party B with the correct and detailed information and documents in relation to the cargo consigned, ensure the descriptions, number of packages, weight, measurements, volume and properties of the cargo consigned and other contents contained in the information and documents are true, legitimate and valid, and ensure the consistency between the documents and the conformity of the cargo consigned with the documents, to the extent of the entrusted matters.
- 5. In case that the cargo consigned is expensive, vulnerable, fragile, chemical, frozen or refrigerated goods, living animals, oversized goods or other special goods, Party A shall make a written declaration to Party B at the time of entrustment, to clearly and explicitly specify the properties of such cargo and any special requirements on the protective measures, loading and discharging, lashing and securing, stowing and storage and other aspects.
- 6. If Party B believes the information and materials provided by Party A are incomplete, Party B shall have the right to require Party A to make complement. If

Party A fails to make complement, unless contrary instruction has been otherwise given by Party A in writing, Party A shall be deemed to have authorized Party B to supplement the absent information according to the information of the cargo actually received, the common operational requirements and the industry practices, and Party A acknowledges Party B's supplements may bind Party A.

- 7. Party A shall deliver the consigned cargo stated on the Letter of Entrustment to Party B or a third party designated by Party B by the agreed means and at the agreed time and location. The cargo delivered shall be properly packaged and lashed, and the packaging and lashing of the cargo shall be so solid and cargo-worthy to withstand normal cargo handling operations and transportation. Party A shall be responsible for any cargo damage and delay in transportation caused by improper packaging and/or lashing, except it is agreed that the packaging, lashing and stowing are under Party B's responsibility.
- 8. When intending to modify or change the entrusted matters and the contents thereof, Party A shall give a written notice to Party B, otherwise Party B will perform the originally entrusted matters. However, if the modification or change fails to be realized under the actual situation after Party A gives the written notice of modification or change, including but not limited to the failure caused by reasons on account of port authorities, airport authorities, customs and carrier, or other emergencies, Party B shall not be liable for any losses, damage, expenses or any other legal consequences arising therefrom.
- 9. Unless otherwise expressly agreed by the Parties, Party B will refuse Party A's consignment of the dangerous goods or other cargo that is not categorized as the dangerous goods but is likely to cause danger. If Party B clearly accepts Party A's consignment of such cargo, Party A shall, at the same time of sending the Letter of Entrustment, present Party B with a written document that clearly and explicitly states the chemical properties and environmental impacts of such cargo, and the special requirements on protective and remedial measures, loading and discharging, lashing and securing, stowing, storage and other aspects, and shall be responsible for the accuracy and completeness of the contents of the document.
- 10. Party A shall not secretly carry any undeclared inflammable, explosive or toxic articles, dangerous goods, cargo with special odor or articles that are prohibited or restricted by the state from import and export in the ordinary cargo consigned for transportation.
- 11. Party A shall confirm and accept the documents presented by Party B in a timely manner, and give its feedbacks to Party B within _____ days in accordance with this Agreement. Any consequences or liabilities caused by Party A's delay in performing this obligation shall be borne by Party A on its own.

III. Party B's Obligations

- 1. Party B shall, according to Party A's requirements, provide Party A with the ship schedules, flight schedules, carrier's cut-off time and other information. Such information shall serve only as a reference for Party A's entrustment to Party B with the freight forwarding matters, and shall not constitute any agreement or warranty between Party A and Party B on the specific departure or arrival time of the means of transportation.
- 2. Party B shall, within ____ days as of receipt of the Letter of Entrustment and other relevant documents from Party A, book shipping space with the carrier or its agent, and within ____ days, inform Party A of the booking note number, vessel name / voyage number, flight number and other booking information.
- 3. Within ____ days after the successful booking, Party B shall inform Party A of the matters related to port entry, customs declaration and application for customs quarantine and inspection, and make good arrangements for the exchanges of cargo and documents.
- 4. After receiving the cargo delivered by Party A or the party designated by Party A, Party B or the warehouse, storage yard or depot designated by Party B shall issue a receipt or certificate of receipt of cargo. In case that the cargo delivered by Party A is found stained, moistened, wetted, deformed, damaged, over/short delivered or inconsistent with the cargo information or relevant documents previously provided by Party A, Party B shall give a notice to Party A on the same day, and has the right to make annotations on the receipt or certificate of receipt of cargo.
- 5. Before the carrier issues the original bill of lading or air waybill, Party B shall check the content in the bill of lading or air waybill with Party A in a timely manner, and Party A shall, within ____ days, give reply in writing or by fax or email, otherwise Party B shall have the right to instruct the carrier to issue the bill of lading or air waybill as per the original content. If the quantity, descriptions, place of loading and place of destination of the cargo or other contents in the transport documents are inconsistent with the entrusted matters of Party A due to Party B's fault, and losses are thus incurred to Party A, Party B shall bear the compensation liability as per this Agreement.
- 6. For the same freight shipment, if Party B accepts Party A's entrustment and meanwhile accepts the entrustment of a party designated by Party A/actual shipper to deliver cargo to Party B, Party B's agent or the carrier, and if the actual shipper requests Party B to present the bill of lading, sea waybill or other transportation documents, Party B shall deliver the documents so required to the actual shipper,

and notify Party A on the same day, in which case, Party A shall exempt Party B from the obligation and responsibility to present the transportation documents to Party A.

- 7. Party B shall notify Party A in writing of any change of the shipping and flights schedules and discrepancy in the volume, weight or number of packages of cargo before the cargo is delivered for transportation. Party A shall, within twelve (12) hours as of receipt of the notice, confirm in writing with Party B on the change or request for shutout or back shipment. If Party A entrusts Party B to make any modification to the documents after the cargo is shipped out, Party B shall assist in making written application for modification with the carrier, but shall not bear any liability for the result of the application.
- 8. The Parties agree that the number of packages, volume, weight and chargeable weight of the cargo delivered shall be determined on the basis of the receipt of cargo, weight ticket or tally report issued by the warehouse, terminal, freight department of airport or the container yard operator. Having any disagreement on the said data, Party A may designate a person or a third party to verify the data before the cargo's loading, or accept the data exhibited on the bill of lading, air waybill and other transportation documents as the final data.
- 9. Party B shall present Party A with the original transportation documents or other relevant documents in accordance with the agreement between them, and Party A or a person designated by Party A shall proceed to Party B's premise to take delivery of them. The person who is designated by Party A to take delivery of the documents shall provide necessary document to prove his identity and sign for receipt of the documents. Where Party A requires delivery of the original transportation documents and other relevant documents by means of courier or post, any risks arising after the documents are sent shall be borne by Party A.
- 10. Party B shall bear no liability for any delay in delivery of, loss of or damage to the cargo caused by the act or omission of Party A or any person acting on Party A's behalf, the inherent defects, improper packaging or vague marking of the cargo, or other reasons other than Party B's faults, except the improper packaging or vague marking is caused by reasons on Party B's account.
- 11. As the freight forwarder entrusted by Party A, Party B shall earnestly perform duty of due diligence and care as a freight forwarder. Unless Party B, as NVOCC or contracting carrier, issues the bill of lading, sea waybill, air waybill or other transportation documents in its own name in accordance with the agreement between the Parties, Party B shall not bear any liabilities or risks as a carrier.
- 12. In case that Party B acts as the carrier of the cargo consigned by Party A in

accordance with the agreement between the Parties, with regard to any loss of, damage to or delay in delivery of the cargo during the transportation, Party B may be entitled to the exoneration and limitation of liability under relevant contract of carriage in accordance with the legal provisions and this Agreement.

IV. Settlement of Fees

- 1. Party A and Party B agree that the fees under the freight forwarding services during the term of this Agreement shall be settled as per the Quotation attached to this Agreement. Any fee not specified in the Quotation shall be determined by and between the Parties according to the actual situation of the services to be provided for a specific shipment. The fees for a specific shipment may be charged on a lump sum or a collection-and-payment basis or accumulatively on the basis of the fee for each service item, as may be agreed by and between the Parties.
- 2. Any change of any usual fee under the quotation hereunder shall be informed by Party B to Party A in a written notice and then confirmed by Party A. Without written confirmation made by both Parties, the original quotation remains valid. If Party A fails to give its written confirmation or raise its objection within three (3) days after receipt of Party B's quotation or notice of change of price and continues to issue booking instruction to Party B and entrust Party B to undertake the freight forwarding services, Party A shall be deemed to have accepted Party B's quotation or the change of the price. Party B is obligated, but not liable, to inform Party A of any provisional change of freight rate of the actual carrier.
- 3. If Party A has entered into a separate freight agreement or freight confirmation with the shipping company or the airline company, Party A shall provide a copy of such freight agreement or freight confirmation at the time of entrustment, and if Party A fails or rejects to do so, it shall be deemed that there is no such a freight agreement or freight confirmation and Party B is entitled to collect the freight from Party A according to the original agreement between them.
- 4. If any charge other than the fees under the Quotation is incurred in Party A's interest when Party B undertakes the freight forwarding services for the cargo consigned by Party A, Party B shall notify Party A in due time and Party A is entitled to request Party B to provide the payment vouchers for such charges.
- 5. Party B shall provide a breakdown of fees for last month for Party A's checking before the tenth (10th) day of each month, and Party A shall complete the checking and reply to Party B within three (3) working days after receipt of the breakdown of fees. Within two (2) working days after receipt of Party A's confirmation, Party B shall issue an invoice to Party A and Party A, within three (3) working days after receipt of the invoice, shall make payment to Party B, not later than the

twenty-fifth (25th) day of the same month. If Party A, within three (3) working days after receipt of Party B's breakdown of fees, fails to revert to Party B with a written confirmation or raise any objection, Party A shall be deemed to have confirmed Party B's breakdown of fees.

- 6. If Party A was in arrears with previous payment or payments or fails to revert with confirmation on Party B's breakdown of fees, Party B is entitled to request Party A to make payment in advance before it issues an invoice to Party A.
- 7. Any fee that shall be payable by Party A in a foreign currency shall be paid by Party A in the foreign currency. If Party A is unable to make the payment in the foreign currency and Party B agrees with payment in RMB, the fee shall be converted as per the foreign exchange rate agreed upon by and between the Parties. If, without Party B's consent, Party A pays the fee according to the central parity of RMB against the foreign currency published by the People's Bank of China on the date of actual payment, Party A shall indemnify Party B for any exchange loss incurred thereby.
- 8. All the customs duties, fines for delayed declaration and other relevant amounts under the freight forwarding services shall be paid by Party A directly to the customs and other relevant authorities and Party B will not pay such amounts on Party A's behalf unless otherwise agreed by and between Party A and Party B in writing. If Party B has actually paid such amounts on Party A's behalf, Party A, within two (2) working days after Party B's payment, shall pay such amounts to Party B; otherwise Party A shall pay Party B for the possession of funds as per 0.05% of such amounts on a daily basis.
- 9. Whether or not Party B has actually paid to a third party shall not constitute a defense of Party A against the fees payable by Party A. Unless otherwise agreed by and between the Parties in writing, no offset of freight, commission, compensation or any other amount is acceptable under this Agreement, and the settlement of the forwarding agency fees shall not be affected by any other dispute.
- 10. In the event that Party A designates a third party to make payment, but the third party fails to make relevant payment according to this Agreement, including but not limited to refusing to pay, making insufficient payment and delaying in payment, Party A shall, within three (3) days after receipt of Party B's notice, pay to Party B and undertake relevant liability for breach of contract.
- 11. If it is agreed by and between the Parties that the fees are to be settled in the manner of city collection, a city collection agreement shall be signed by and between the Parties and Party B is then entitled to collect the amounts payable by

Party A directly from the bank entrusted by Party A according to the city collection agreement.

V. Liability for Breach of Contract

- 1. In the event that Party A fails to make full payment of the amount agreed herein within the time period agreed hereunder, Party A shall pay to Party B a penalty in the amount equivalent to 0.05% of the amount payable for each delay day, and if Party B thus suffers exchange loss, Party A shall also pay Party B for the actual exchange loss during the period of overdue payment.
- 2. If Party A delays in making payment, Party B is entitled to detain any cargo consigned by Party A and the relevant documents (including but not limited to the bill of lading, sea waybill, air waybill and other transportation documents, as well as the customs declaration sheet, manuals and other documents), and suspend to handle the matters entrusted until Party A pays off the fees. All charges, risks and losses arising from the detention of the cargo and documents shall be undertaken by Party A.
- 3. If Party A fails to make payment within the time period specified in Party B's demand for payment, Party B is entitled to unilaterally cancel this Agreement and pursue Party A's relevant liability for breach of this Agreement.
- 4. If the cargo is confiscated, detained, withheld or auctioned by the customs, CIQ or any other authorities, or the carrier or the custodian or any other third party due to the discrepancy between the cargo provided by Party A and the relevant cargo description and documents, the losses and charges thus arising shall be undertaken by Party A, and Party B is still entitled to request Party A to pay the agency fee that is payable by Party A for such freight forwarding matters.
- 5. If Party A fails to deliver or pick up the cargo within the required time period, as a result of which Party B has to pay to a third party the waiting charge, detention, storage charge, demurrage and other relevant charges, Party A shall indemnify Party B.
- 6. If there exists any discrepancy between the information and documents provided and confirmed by Party A and the cargo actually consigned, whether or not Party A is indicated as or proved to be the contracting or actual shipper or operating entity/consigning entity as indicated on the relevant documents (including but not limited to the bill of lading, air waybill, land waybill and customs declaration sheet), all the losses, damages, penalties, taxes, overdue fines, customs duties, fines for delayed declaration and other legal risks, consequences and costs thus arising shall be undertaken by Party A.

- 7. If Party B is in breach of this Agreement during the performance of this Agreement and the cargo consigned by Party A for transportation is thus lost or damaged, Party B shall undertake the compensation liability subject to its legal position and responsibility area in the course of its performance of the specific freight forwarding services and in accordance with the relevant laws in the responsibility area.
- 8. When Party B acts as the carrier/independent operator, if the cargo consigned by Party A for transportation is delayed in delivery for any reason on account of Party B, Party B's liability for compensation is limited to the amount of the freight for the cargo delayed in delivery.
- 9. When Party B acts as the carrier/independent operator, if no body picks up the cargo or the consignee refuses to pick up the cargo/abandons the cargo at the destination, Party B shall inform Party A of such event within the same day when such event occurs, and Party A shall immediately take all necessary measures to avoid further enlargement of loss and undertake all detention and demurrage and other relevant charges and risks thus arising during this period. If the cargo is disposed of by the customs or any other governmental authority at the destination or the actual carrier in accordance with the local laws and regulations during this period, all the risks, liabilities and charges thus arising shall be undertaken by Party A. If Party A fails to take measures in due time and Party B thus has to pay relevant charges, Party A shall indemnify Party B in full.

VI. Special Agreements

- 1. Party B shall not be liable for any abnormal transportation of the cargo (including but not limited to delay in shipping/flight, cancellation of voyage/flight, wrong loading/discharge at the port of transshipment/the airport of transit, short loading/discharge, having waybill without physical cargo or having cargo without waybill, etc.), any damage to or loss of the cargo, or any delay in delivery of the cargo that is caused for any reason on account of a third party including but not limited to the customs or any other state organ, the shipping company or airline company and any other carrier, the container yard operator, the terminal and the airport, provided that Party B has immediately informed Party A of the relevant information it has acquired after the occurrence of such event and has procured the relevant parties to take remedies, and Party B will actively assist Party A in claiming against the third party.
- 2. If Party A cancels any matter entrusted, Party A shall pay to Party B the forwarding agency fee that has been incurred, and additionally make compensation to Party B if Party B has sustained any other economic losses and

expenses (such as the dead freight, any penalty paid to a third party and any other expense) due to Party A's cancellation, modification or change of the matters entrusted.

- 3. Party A shall purchase relevant insurance for the cargo consigned by it. In the case that Party A entrusts Party B to purchase insurance on its behalf, Party B shall purchase cargo transportation insurance with the beneficiary being Party A or any party designated by Party A in accordance with the insurance requirements and conditions specified by Party A, and the relevant insurance premium shall be undertaken by Party A. In the event of any loss arising from the cargo transportation covered by the insurance purchased by Party A, Party A shall apply with the insurance company for indemnity as a priority.
- 4. After negotiation, Party A and Party B agree that Party A may entrust Party B, by email or by fax, to undertake the freight forwarding services and relevant matters under this Agreement, and that the faxed copy, email and any attachment to or copy of the email will be deemed by both Parties as the original. The respective email address and fax number shall be designated by the Parties in this Agreement and, if no email addresses are designated herein, they shall refer to the email addresses used by the Parties during the business communication between them.
- 5. Party B shall not be liable to compensate for any loss of income, profit, market, reputation, customers, use or opportunity or other indirect, incidental, special or consequential damage or loss incurred to Party A due to Party B's performance of the freight forwarding matters entrusted by Party A.
- 6. During the performance of this Agreement, Party A may, in its own name or in other's name, instruct and entrust, in a written form, Party B to undertake the international freight forwarding services. Where Party A entrusts Party B to undertake the international freight forwarding services in other's name, any relationship between Party A and the third party in respect of agency, representation, entrustment, commission, intermediation, brokerage and any other legal relationship between them as indicated or specified in the business documents submitted by Party A or disclosed by Party A thereafter shall not discharge Party A from its obligations and responsibilities agreed hereunder.
- 7. Party A agrees that Party B may sub-entrust a third party to undertake the international freight forwarding services hereunder, provided that Party B shall be liable for the qualification of the third party and any of its improper instructions to the third party.

VII. Other Agreements

- 1. Each Party warrants that the other Party's Confidential Information may be acquired, kept and used only for the purpose to perform this Agreement. Without the other Party's express written consent, neither Party may, intentionally or due to negligence or for any other reason, disclose to a third party the other Party's Confidential Information or use the other Party's Confidential Information for any purpose other than performing this Agreement. The Confidential Information refers to any information in a written, graphic, machine-readable or any other form that is disclosed by either Party to the other Party at any time, including but not limited to the name, price and supplier of the cargo, the customer list, the delivery situation and other commercial information. Either Party who breaches this Clause shall be liable for the relevant losses sustained by the other Party and make compensation to the other Party for such losses. The confidentiality obligation under this Clause shall continue to bind both Parties within three (3) years after the validity period of this Agreement expires or this Agreement is prematurely terminated.
- 2. Each Party warrants that it will not directly or indirectly give any commission, bonus, brokerage fee, rebate, gift or other improper benefit to the relevant managers, employees, agents or representatives of the other Party to solicit the latter to commit any infringement of the other Party's legal rights and interests so as to obtain such improper benefits. Otherwise, the innocent Party shall have the right to terminate this agreement unilaterally and claim the liable Party for its legal liability.
- 3. During the performance of this Agreement, if all or part of the obligations hereunder are unable to be performed due to any unforeseeable, unpreventable or unavoidable objective condition, including but not limited to natural disasters, government acts, war, warlike situation, hostilities, sanctions, riots, explosion, robbery, strikes, lockouts, pestilence, epidemic diseases, fire, earthquake, flood, etc., the affected Party may be discharged from the legal liability for its default of or delay in performing its obligations hereunder due to any of such force majeure events, provided that the Party affected by such force majeure event has informed the other Party of such event within twenty-four (24) hours after occurrence of such event so as to mitigate the losses and clarify the situation.
- 4. Party A shall provide a stamp image of its special shipment booking stamp and a sample of the Letter of Entrustment confirmed by Party B as attached to this Agreement.
- 5. Each Party agrees to provide the other Party with a copy of its Business License, Tax Registration Certificate, Organization Code Certificate and Certificate of General VAT Taxpayer which shall be affixed with its company seal and attached to this Agreement.

VIII. Applicable Law and Dispute Resolution

- 1. The law of the People's Republic of China and the international conventions and treaties to which the People's Republic of China is a signatory shall apply to this Agreement.

IX. Effectiveness, Amendment and Termination

- 1. This Agreement as well as its attachments comes into effect as of the date on which this Agreement is signed and stamped by both Parties.
- 2. The validity period of this Agreement is one (1) year and will be automatically extended for another one (1) year when the validity period expires if neither Party raises any objection.
- 3. Any outstanding matters that are not discussed between the Parties during the performance of this Agreement, or any adjustment or change of relevant terms or content of this Agreement that are required according to the business need, may be negotiated and agreed on between the Parties by making amendments or supplements, and the amended or supplemental agreement is an integral part of this Agreement and has equivalent effectiveness with this Agreement.
- 4. This Agreement shall be implemented according to the original terms before the amended or supplemental agreement is confirmed by both Parties in a written form.
- 5. The invalidity or unenforceability of any of the terms or part of any term of this Agreement shall not affect the effectiveness and implementation of any other term and content of this Agreement.
- 6. Either Party shall have the right to prematurely terminate this Agreement by giving the other Party a thirty (30) days prior notice.
- 7. The responsibilities and obligations that shall be performed under this Agreement

but yet to be fulfilled shall survive the termination of this Agreement.

- 8. This Agreement is made in duplicate with each party holding one original and the two originals have equal effectiveness.
- 9. If this Agreement and any of its attachments and supplemental agreements are made in both the Chinese language and the English language, the Chinese version shall prevail.

In witness whereof, the undersigned have signed the Agreement.

Party A (stamp):
Authorized signature:
Address:
Tel:
Fax:
Email:
Date:
Party B (stamp):
Authorized signature:
Address:
Tel:
Fax:
Email:
Date:

Attachments to this Agreement:

- 1. Copy of Business License, Tax Registration Certificate, Organization Code Certificate and Certificate of General VAT Taxpayer of both Parties;
- 2. Opening bank and account;
- 3. The respective contact person, telephone No., Fax No., address and email address of both Parties
- 4. Records of shipment booking seal and business seal;
- 5. Sample of Letter of Entrustment;
- 6. Quotation