

STANDARD CONDITIONS OF BUSINESS OF ASIAN EXPRESS (CHINA) LTD.

1. BINDING EFFECT OF CONDITIONS

- 1.1 All business undertaken by AE is transacted subject to the Conditions herein set out each of which shall be deemed to be incorporated in and to be a condition of any agreement between AE and its Customer. AE is not a common Carrier and will only deal with Goods subject to these Conditions.
- 1.2 Unless otherwise agreed in writing by AE these Conditions shall override prior negotiations and any other terms referred to in Customers' documents of any kind whether past present or future.
- 1.3 No agent or employee of AE has the authority to alter or vary these Conditions except with its express prior authority.
- 1.4 These Conditions shall be binding on the Receiving Party, the owner of the Goods, the sender, the shipper, and all and any other persons claiming to have an interest in the Goods as if they were the Customer.

2. DEFINITIONS

"AE"	means ASIAN EXPRESS (CHINA) LTD.;
"Bulky Items"	means items which due to their weight, shape or size cannot be carried or deposited by two grown men using lifts without difficulty, and includes billiard tables, strong boxes and safes, aquariums and cabinets, and any large, cumbersome or heavy pieces;
"Carrier"	means any Carrier by land, sea or air including but not limited to any shipowners or operators, lightermen, road haulers, operators of canals or land or transport of any type, railways or aircrafts or others and (unless the context forbids) includes all contractors appointed to carry out Destination Services, and all servants and agents of the foregoing agents, representatives and sub-contractors of such Carrier or Carriers and the warehousemen and/or forwarding agents engaged by such Carrier or Carriers;
"Commercial Items"	means Goods which are either:- <ol style="list-style-type: none">a) intended for resale;b) of commercial value;c) in such quantity as would be deemed to be for commercial use;
"Consolidated Shipment"	means a shipment of the Goods which takes up less than one steamship container, and would accordingly require such container to be filled with goods of other customers prior to delivery to Carrier;
"Containers"	means the wooden liftvans and steamship containers provided by AE for carrying the Goods under this contract;
"the Customer"	means the party whose name appears as the Customer in the Quotation and includes (unless the context forbids) any or all persons or parties placing the order, accepting the Quotation, and the shipper, sender, consignee, receiver and owner of any Goods making use of or otherwise taking the benefit of any of the service of AE;
"Delicate Items"	means items which may easily break, scratch, damage, tarnish, chip, mar, dent or deteriorate or which may require special care and precautions in handling, transportation and storage such as without limitation, marbles, pianos, antiques, art pieces, electronic items;
"Destination Address"	means the address given by the Customer in the Quotation or in subsequent instructions under the heading of "Destination Address", being the place to which the Goods are required by the Customer to be delivered;
"Destination Services"	means and includes the services specified in the Quotation and agreed to by the parties to be rendered by AE's contractors at the Destination Address;
"FCL Shipment"	means a shipment of a full steamship container load of Goods which requires no consolidation prior to delivery to Carrier;
"Goods"	means the items to be packed, stored or transported under this contract as described and referred to in the Quotation and in the Packing List to be compiled either by AE, or the Customer (as the case may be) and does not include liftvans or containers or other receptacles in which the Goods are transported;
"LCL Shipment"	means a shipment of Goods of the Customer which takes up less than one steamship container, and is delivered by AE to the Carrier to be filled up with goods of other customers of the Carrier prior to shipment;
"Normal Access"	means access to the Origin Address and Destination Address; or where no actual address other than a town or city is given at the time of the Quotation, an address within a 15-mile radius from the city/town hall of the named town or city with parking/berthing facilities for the vehicle/vessel available within 10 metres of the access lift; and excludes access to the Origin Address and Destination Address by staircase, shuttling, hoisting, or special equipment, or through windows or by any opening other than through the front or back door of any premises;
"Normal Course of Handling"	means packing and unpacking, picking up and delivery, loading and unloading of Goods in an ordinary manner capable of being performed by 2 grown men without special precautions, or labour, power, equipment, machinery, ferry required, and excludes without limitation, shuttling, long carry, stairways handling, delivery to second floor or above, hoisting, heavy lifting, assembling, dismantling, re-delivery, carpentry or electronics work, the connection or disconnection of any circuit, water, power supply, and excludes handling of Bulky Items, Delicate Items and other Special Handling;
"Origin Address"	means the address supplied by the Customer as the "Origin Address" in the Quotation or subsequent instructions; and in the absence of such instructions shall be deemed to be the address of the Customer or of the Receiving Party in that order;
"Origin Services"	means those services listed in Clause 6 which AE has undertaken to perform within the territory of Hong Kong under this contract;
"Ordinary Household Effects"	means ordinary property and belongings of individuals as usually found in the home, and without prejudice to the foregoing, excludes:- <ol style="list-style-type: none">a) Commercial Items;b) Bulky Items;c) Delicate Items;d) Goods Requiring Special Handling;
"Receiving Party"	means the party named as the "Receiving Party" in the Quotation or other instructions by the Customer and where none is named, shall mean the Customer;
"Special Handling"	means any method of handling other than "Normal Course of Handling", and shall without prejudice to the generality of this expression, include handling required for Delicate Items, Bulky Items, Goods which are noxious, explosive, dangerous, inflammable, or of a wasting perishable nature, or likely to cause damage, plants or animals and any life forms, chemical, medicine and drugs, coins, cash, bank notes, cheques, money orders, postal orders, national saving certificates, premium bonds, travel tickets, passports, security manuscripts or documents of any description, unset precious and semi-precious stones and bullion of whatever nature, goods the carriage, export, import, transportation of which requires licences, quarantine, or special procedures, or disclosures or manifests under the relevant laws of the Origin, Destination, or any other countries in transit;
"the Quotation"	means the Quotation rendered by AE to the Customer on rates of charges applicable to services requested by the Customer based on information supplied by the Customer prior to the Quotation.

- 2.1 The headings to the clauses are for convenience only and have no legal effect.
- 2.2 In these Conditions, if not inconsistent with the subject or text, words importing the singular only shall include the plural number and vice versa, and words importing any gender shall include all genders and vice versa and words importing persons shall include corporations. Clause headings are for convenience only and do not form part of the Conditions.

3. BASIS OF CONTRACT

- 3.1 AE contracts as a principal only in so far as rendering Origin Services.
- 3.2 For all Destination Services, AE is acting in the capacity of agents for the Customer, and it shall in no way incur liability in respect of such part of the contract or such services. The Customer hereby appoints AE as his sole agent with authority to issue instructions and enter binding contracts on his behalf, and undertakes to ratify and indemnify AE for all acts by AE in relation to execution of this contract.

- 3.3 The acceptance by the Customer of the Quotation by signing, payment of deposit, agreeing with AE on a packing date, or any other act referable to the contents of the Quotation shall form a binding contract between the Customer and AE subject to the terms of these conditions for the services as set out in the Quotation based on the rates of charges quoted therein.
- 3.4 As the Quotation is rendered based on information supplied by the Customer immediately prior thereto, the rates quoted necessarily excludes contingency charges and expenses arising from additional services required subsequently, or necessitated by circumstances. The Customer undertakes to pay all such damages and expenses.
4. **CUSTOMERS' WARRANTY**
The Customer entering into transactions of any kind with AE expressly warrants that:-
- he is the owner or the authorized agent of the owner of the Goods to which this contract relates;
 - he is authorized to accept and are accepting these Conditions not only for himself but also as agents for and on behalf of all other persons who are or may thereafter become interested in the Goods;
 - all information given by the Customer to AE and/or to relevant bodies in relation to this contract are full and accurate in all material respects and he undertakes to notify AE of any changes in circumstances, which may affect the performance of this contract by AE;
 - the Customer expressly authorizes AE to enter contracts with Carriers on his behalf for performance of the Destination Services, and authorizes AE to render Quotations and bills to the Customer to be inclusive of disbursements and AE charges.
5. **QUOTATION**
- 5.1 Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision, and in any event, shall be valid for only 30 days from the date of our Quotation.
- 5.2 Quotations and charges shall be subject to revision with or without notice whenever any changes occur in the rates of freight, insurance premia or other charges applicable to the Goods.
- 5.3 Unless otherwise specified, the rates given in the Quotation shall cover to one journey from one Origin Address to one Destination Address with Normal Access for the handling of Ordinary Household Effects in Normal Course of Handling. Unless otherwise agreed, all taxes, duties, port charges, insurance premium, penalties and extra services arising on the shipment are for the Customer's account.
- 5.4 AE reserves the right to refuse handling of Commercial Items, Bulky Items, Delicate Items, Goods requiring Special Handling, delivery without Normal Access, and/or to charge extra for such services. The Customer shall disclose such factors to AE as soon as he is aware of the same and shall indemnify AE for all costs, expenses, liabilities, claims demands incurred or suffered from AE's dealing with such items.
- 5.5
- Should the Customer nevertheless deliver to AE any Goods which causes or results in Special Handling by or requires AE otherwise than under prior written arrangements for Special Handling, he shall be liable for all costs, charges, expenses, loss or damage incurred, caused by or to or in connection therewith including damage to other goods and shall indemnify AE and all Carriers against all penalties, claims, damages, costs and expenses arising therefrom or in connection therewith and the Goods may be destroyed or otherwise dealt with at the sole discretion of AE or any other person in whose custody they may be at the relevant time.
 - If such Goods are accepted under arrangements for Special Handling previously made in writing, they may nevertheless be so destroyed or otherwise dealt with if they become dangerous or a hazard to other goods or property or persons. The expression goods "likely to cause damage" includes goods likely to harbour or encourage vermin or other pests.
- 5.6 Charges will be calculated based on the actual gross weight and/or gross external volume of the Goods and their Containers and other packaging after loading and the actual extent of services required or rendered.
- 5.7 AE shall be entitled to demand for full payment of expected charges prior to arranging any shipment.
- 5.8 Unless otherwise specified, all rates quoted shall relate only to the services specified in the Quotation and shall exclude ferry fees, insurance, container rental charges, storage and handling charges into and out of storage facilities and within warehouse, demurrage, fumigation charges, steam-cleaning charges, censorship fees, quarantine inspection fees, Customs brokerage fees, handling and trucking charges for transferring to commercial bonded warehouse, Customs or agricultural or animal examination charges, and extra attendance and services arising therefrom, Customs duties, VAT, GST or any forms of taxes and any other charges not quantifiable or specified at the date of Quotation.
- 5.9 Despite rendering of final bill, AE shall be entitled to reimbursement for all extra expenses incurred in performance of the contract, including without limitation Customs duties, storage, demurrage, Special Handling.
6. **ORIGIN SERVICES**
- 6.1 AE contracts as principal to perform the Origin Services subject to these Conditions. AE's obligations shall be fully discharged upon performance of such of the following services as may be stipulated in the Quotation:-
- The packing of the Goods as requested by the Customer at the agreed time and place;
 - Compiling a Packing List for the Goods;
 - Loading and transportation of the Goods to Carriers at Origin upon completion of packing;
 - Arranging payment of freight cost to Carriers;
 - Preparation of documents for Customs clearance at Port of Destination.
- 6.2 In this connection, AE expressly disclaims any expertise in or obligation to:-
- dismantle, re-assemble, carry out carpentry works, disconnect power supply, prepare any electrical, electronic devices or appliances or live substances for transport;
 - verify any descriptions, state and condition, style, model, colour, or for assembly, dismantling or repacking, unwrapping or for any payment of the Goods delivered to AE by third parties for onward transport.
- 6.3 When collecting or delivering Goods, AE shall not be liable for damage to any property of the Customer other than the Goods, and for any damage to property, person, premises, road ways, pipes, bridges, approaches, or to any access ways caused by the weight of the vehicle and load (if any) or the nature of the Goods carried or the carrying out of the Origin Services.
- 6.4 The Customer shall always ensure that prior arrangements shall be made with AE to ensure competent agents, and appropriate procedures for Special Handling are employed and any assistance given by AE is purely at sole risk of the Customer who shall in any event keep AE and its servants and agents fully indemnified in respect of such assistance given and of the consequences thereof.
- 6.5
- If any of the Goods are not packed by AE but by the Customer or any third party, AE shall not be liable or responsible for the packing thereof and for such Goods or for compiling a Packing List therefor, AE shall have no duty to check or advise on the packing;
 - In the event that Goods packed by AE are not stored by AE or through its agency, any Packing List compiled and issued by AE shall thereupon become null and void and be of no further effect.
- 6.6 Any proposed packing date may be subject to revision by AE depending on manpower, transportation, weather and accessibility conditions.
- 6.7 Where in the opinion of AE, the Origin Services are rendered impracticable, or more difficult, due to any reason whatsoever, such as hindrance of access, variation of instructions, and/or the condition of any of the Goods, AE shall be entitled (without prejudice to its other rights) to suspend performance of this contract or any part thereof as AE shall deem fit, and may if necessary, store such of the Goods packed in any manner at the Customer's risk and cost pending agreement on terms of variation or completion of the contract.
- 6.8 The Customer has no right to keep and retain any liftvans, or Containers provided by AE. In the event that unloading and/or return of such Containers is postponed beyond the date of delivery of the Goods at request of, or caused by the Customer, the Customer shall pay for additional collection and other charges incurred. AE shall not be liable for any loss arising from or alleged to be resulting from any state or condition of such Containers after such have left actual possession of AE.
7. **DESTINATION SERVICES**
- 7.1 AE contracts not as an independent contracting party, but acts only as forwarding agents and not a Carrier in respect of Destination Services.

- 7.2 Subject to these Conditions, AE's obligations and duties for Destination Services shall be restricted solely to those of the following services required by the Customer and it shall be conclusively deemed to have discharged properly and fully upon the performance of such of the following (as may be required):-
- arranging the storage of the Goods at the Customer's sole risk and expense at such place and in such manner as AE shall in its absolute discretion deem fit;
 - the appointment of and making the arrangements with Carriers as AE shall deem fit for delivery of the Goods to the Destination Address;
 - liaising between the Carriers and the Customer.
- 7.3 The Customer authorizes AE to appoint Carriers on his behalf upon the terms hereof, and upon conditions and regulations of the various Carriers into whose possession the Goods may pass irrespective of whether or not the Customer has any actual notice of the same provided always that if there is any conflict between any or all of them and these Conditions, and to the extent that such is legally possible, these Conditions shall prevail.
- 7.4 Unless otherwise expressly agreed, AE is delegated by the Customer with absolute discretion as to arrangements for the means, route and procedure to be followed in the handling, storage and transportation of the Goods.
- 7.5 The Customer authorizes AE (who shall have no obligation) to appoint Carriers to undertake all extra steps necessitated by Customs, port, or other authorities, for release of the Goods, subject to the Customer's payment all extra charges and costs incurred.
- 7.6 Any information supplied by AE to the Customer concerning the performance of Destination Services, including the identity of Carriers, the routes and means of transport, expected time of delivery, are only on an advisory basis, and AE shall not be liable for any inaccuracies thereof, UNLESS such were due to malicious falsehood on the part of AE.
- 8. THE CUSTOMER'S RESPONSIBILITY**
- 8.1 The Customer shall make all necessary arrangements:-
- for the Goods to be available and ready for packing and delivery taken thereof at such times and place as AE may notify him;
 - for the Goods to be received upon arrival at the Destination Address by him or his representatives;
 - for authorized representatives to be available at all times to give necessary instructions to AE concerning the contract;
 - except where expressly agreed beforehand by AE, for all licences, permits, clearances for handling, import, export, transport of the Goods access to the Destination Address and any other requirements for Special Handling.
- 8.2 The Customer shall be liable for all duties, taxes, imposts, levies, deposits or charges or outlays of any kind levied by the authorities at any port/station or place in connection with the Goods and for any payments, fines, expenses, loss or damage incurred or sustained by AE and contractors in connection therewith. The Customer understands that contractors performing Destination Services may require clearance of all such payments and extra charges prior to release of the Goods.
- 9. SHIPMENT**
- In the case of FCL Shipment, AE shall arrange for a full steamship container to be delivered to Carrier as soon as reasonably possible after packing.
 - In the case of Consolidated Shipment, AE shall not be obliged to arrange for the Goods to be delivered to the Carrier unless and until a full steamship container load is filled.
 - In the case of LCL Shipment, AE shall arrange to deliver the shipment of Goods to Carrier as soon as reasonably possible after packing for consolidation by Carrier prior to shipment.
 - In all the above cases, unless otherwise agreed, AE has the absolute discretion over the choice and appointment of Carriers, timing of arrangement, the route and port of discharge and means of transport, and changes (if any) relating thereto.
 - Provided that where due to request of the Customer, or of governmental or other authorities, a detour from the original planned route is required, AE may at its discretion, comply with such requirement and recover the additional costs and expenses (if any) from the Customer.
- 10. INSURANCE**
- No insurance on the Goods will be effected except upon express instructions given by the Customer based on the insured value declared by the Customer and accepted by AE. All insurances effected shall be by AE as agents for the Customer, and be subject to usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. AE shall be under no obligation to effect a separate insurance on each consignment but may declare it on open or general policy. Should the insurers dispute their liability for any reason, the Customer shall have recourse against the insurers only and AE shall not be under any responsibility or liability in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by AE or paid to AE by its Customers.
- 11. STORAGE**
- 11.1 AE may store the Goods or part thereof pending forwarding or delivery, or upon express request by the Customer. In such case Goods shall be warehoused or otherwise held at any place or places at sole discretion of AE at the Customer's risk.
- 11.2 Where storage only is requested by the Customer whether in or out of Hong Kong, AE shall have authority but shall be under no obligation to effect property insurance on the Goods for the value declared by the Customer. In the absence of such declaration, the value of the Goods shall be deemed to be HK\$1 per cubic foot. All charges for warehousing insurance shall be to the Customer's account.
- 11.3 The Customer shall only look to the insurers for indemnification of any loss, damage, deterioration to the Goods stored.
- 11.4 In the event that AE's charges are not paid for in full, or the Customer countermands payment or changes instructions, AE reserves the right to charge up to the end of next storage period in addition to all other extra work and services required and extra expenses incurred, including charges for re-delivery of the Goods, any forms of duties or taxes or cost of such clearance, storage, demurrage, examination and services charges for Customs, Quarantine, or other purposes, container rental charges, handling charges into and out of storage facilities and within warehouse, rental fees, terminal charges, demurrage etc.
- 12. PAYMENT**
- 12.1 The Customer undertakes to pay all of the charges of AE at such time as AE may require from time to time.
- 12.2 The Customer shall indemnify AE for all charges incurred including all disbursements and extra charges.
- 12.3 Unless otherwise specified,
- freight cost and insurance premium (if any) are to be pre-paid by the Customer;
 - AE reserves the right to charge for actual services rendered and materials supplied at the request of the Customer upon AE's usual rates.
- 12.4 The Customer undertakes to pay interest on all outstanding charges calculated at the rate of 2% over the prime lending rate charged by the HongKong and Shanghai Bank prevailing at the date when the invoice is due until full payment.
- 12.5 AE reserves right to reject post-dated cheques.
- 12.6 AE reserves right to hold shipment/delivery and not release the Goods to the Customer or any third party at Customer's risk pending full payment of all previous and extra charges without responsibility for delay in delivery or changes in condition of the Goods. The Customer shall remain liable for all extra charges involved, including bank and legal charges, surcharge, demurrage fees, storage charges until final delivery.
- 12.7 When Goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the Receiving Party/Billing Party or any other person the Customer shall remain responsible for the same if they are not paid by such Receiving Party/Billing Party or other person.
- 13. LIEN OR RIGHT OF DISPOSAL**
- 13.1 AE shall have a lien on all Goods for charges on such Goods and a lien against the owner of the Goods for any monies on account due from such owner to AE.
- 13.2 If any payment to AE on any account remains due and outstanding for a period of 45 days, AE shall be entitled to dispose of all or any part of the Goods after:-
- giving 7 days' final notice by registered and ordinary post to the Customer at the Origin Address;
 - advertising once in one Chinese Language Newspaper and one English Language Newspaper in Hong Kong of its intention to dispose of the Goods after 7 days.
- 13.3 The Goods may be sold or disposed of in the best manner as AE shall in its absolute discretion see fit. All proceeds of such disposal shall be used towards payment of expenses for the disposal, all outstanding charges, including all service charges by AE due to the extra services required, charged at AE's usual rates, without prejudice to AE's right to seek recourse against the Customer and/or owner of the Goods for indemnification of all outstanding charges. Purchasers of the Goods from AE or its agents shall be under no obligation to inquire as to the application of the proceeds, and AE shall be entitled to pass to the purchaser a good title to the Goods.
- 13.4 In the event that there be more than one contract between the Customer and AE or any of the Customer's affiliated companies, and if the Customer shall be indebted to AE upon any account whatsoever, then and in which case AE shall be entitled to exercise its rights under this clause over all Goods which AE may then be currently handling.

14. UNDELIVERED OR UNCLAIMED GOODS

Where AE is unable for whatever reason to deliver Goods to the Receiving Party, it may, after:-

- a) giving final notice of 7 days by registered and ordinary post to the Customer and Destination Address and;
- b) advertising once in one Chinese Language Newspaper and one English Language Newspaper in Hong Kong of its intention to dispose of the Goods after 7 days; exercise the Right of Sale under Clause 13 hereof, which shall apply mutatis mutandis.

15. CHANGES IN INSTRUCTIONS

15.1 Any changes in instructions may render previous Quotations invalid and subject to review.

15.2 AE shall not be bound to follow any changes in instructions, unless reasonable prior notice was given to it. Where conflicting instructions are given by different parties purporting to be authorized by the Customer, AE reserves the right not to act, or to take such action as it shall in its discretion think fit, unless and until final instructions have been confirmed from the Customer.

15.3 All extra expenses, costs, charges, arising out of any changes in instructions shall be to the Customer's account only, and AE reserves the right not to act on such instructions without adequate monetary deposit, and clarification.

15.4 In the event that instructions are given to abort a shipment after packing, the Customer shall pay AE for all services rendered, materials used, costs of re-delivery or any further handling, warehousing charges, in addition to compensating AE for loss of profits and administrative time. In the absence of proof to the contrary, these charges shall be deemed to be 60% of the quoted rate multiplied by the actual gross weight and/or gross external volume of Goods actually handled or requested to be handled, whichever is the larger. The Customer hereby expressly declares that this provision is expedient and fair in allowing quick settlement of claims.

16. CLAIMS

16.1 All claims against AE arising out of the performance/omission of the Origin Services shall be notified to AE forthwith, and in any event no later than 48 hours from the point in time when such claim arose, to enable AE to immediately verify such claim, and to rectify the position (if necessary).

16.2 With regard to Destination Services, AE shall not be liable in any matter (whether in tort or in contract) for any choice or nomination of any Carrier and/or any other contractors in connection with the contract, except where AE appoints such Carrier in bad faith with the wilful intention of doing harm to the Customer or his Goods, and such Carrier did in fact cause injury to the Customer of his Goods.

16.3 All claims between the Customer and any Carrier arising out of Destination Services shall be notified to AE immediately upon such claim arising, and in any event, no later than 7 days after the event giving rise to the said claim. AE shall use its best endeavours to clarify the position with Carriers, and to assist in the compilation of claims, and preparation of surveyors reports (if requested by the Customer). AE undertakes to give all documentary evidence as may be requested for by the Customer and to furnish evidence (at the Customer's costs) as may be requested for by the Customer.

16.4 AE shall in any event not be liable on any claim, in respect of which legal proceedings were not brought within 12 months from the event giving rise to the claim.

16.5 AE shall in any event not be liable for any resulting or consequential loss arising from:-

- i) act of God;
- ii) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, military, confiscation, requisition, destruction/detention of, or damage to property by or under the order of any government, public or local authority, institutions responsible for station and port facilities, or any pretended government or powers;
- iii) seizure under legal process;
- iv) act or omission of the Customer or owner of the Goods or their servants or agents;
- v) inherent liability due to wastage of bulk or weight, latent defect or inherent defect, vice or natural deterioration, wear and tear, mechanical derangement of the Goods or changes in conditions of the Goods;
- vi) weather, temperature, humidity, fire and water, and changes in climatic conditions, damage, loss or contamination by insects, vermin, pests, moths, mildew, chemicals;
- vii) stranding, sinking, overturning or collision of transport conveyance or vessel;
- viii) insufficient or improper packing not handled by AE as part of Origin Services;
- ix) improper or inaccurate instructions given to AE;
- x) non availability of Receiving Parties to receive the Goods or give adequate instructions;
- xi) riots, civil commotion, strikes, lockouts, general or partial stoppage or restraint of labour from whatever cause;
- xii) fraud on the part of the Customer or any Carrier involved in the shipment.

16.6 AE shall only be responsible for the Goods whilst they are in its actual custody and under AE's actual control.

16.7 AE shall in no event be liable for any loss of or damage to Goods, or failure to deliver the Goods, or the resulting condition thereof, arising out of any services rendered to the Customer in relation to Destination Services rendered by independent contractors whom AE instructed as the Customer's agent.

16.8 AE shall only be liable for any non-compliance or miscompliance with the instructions given to it if it is proven that the same was caused by the wilful neglect or default of AE or its own servants.

16.9 Save as aforesaid, AE shall be under no liability in connection with the Goods or instructions given to it.

17. AMOUNT OF CLAIMS

17.1 Unless otherwise pre-arranged between the parties, all Goods handled under this contract are Ordinary Household Effects with no commercial value. In any claims against AE arising out of this contract, the Customer's declaration of the value of the Goods in the Packing List or Shipment Instructions (whichever is the lower) shall be conclusive and binding upon the Customer. In the absence of such declaration, the value of the Goods shall be deemed to be HK\$1 per cubic foot.

17.2 Where the value of any shipment exceeds HK\$5 per cubic foot, the Customer shall effect insurance for the Goods in the absence of such insurance, AE's liability shall not exceed HK\$1 per cubic foot.

17.3 Further and without prejudice to the generality of the preceding subsection, AE shall not in any event to be under any liability for any delay or consequential loss, emotional loss, or loss time, profit however caused nor for any loss, damage or expense arising from or in any way connected with the nature of the Goods themselves, however caused.

18. COMPUTATION OF TIME

In the computation of time where the period provided by these Conditions is 7 days or less, the following days shall not be included:-
Sundays, Statutory Holidays under the Holidays Ordinance (Cap. 149) of the Laws of Hong Kong, or such other equivalents thereof.

19. DECLARATION BY THE CUSTOMER

The Customer hereby expressly declares that:-

19.1 All instructions, descriptions, documents, names, addresses, furnished by him or his agents to AE are true full and correct in every material respect, and lawful, and AE shall be under no duty to check or verify any information provided by the Customer.

19.2 He has made full frank and accurate disclosure to AE of all material facts which may affect the treatment and performance of the Goods and this contract.

19.3 Save where otherwise declared, the Goods which he requests AE to handle under this contract are Ordinary Household Effects and are fit to be carried or stored in the condition in which they are handed to AE and he knows of no circumstances which have not been disclosed to AE, which will render the handling of the Goods or performance of this contract unlawful or dangerous to AE, or the Carriers.

19.4 AE is expressly authorized to retain and be paid all brokerages, commission, rebates, allowances and other remuneration customarily retained by or paid to forwarding agents, and to charge and retain a profit derived from performance of this contract without further disclosure to the Customer.

20. INDEMNITY

In addition to and without prejudice to the foregoing Conditions, the Customer undertakes that he shall in any event indemnify AE against all liabilities suffered or incurred by AE arising directly or indirectly from or in connection with his instructions to AE or its implementation thereof or its handling of the Goods, and for any claims made against AE by any person interested in the Goods, or by any third parties whatsoever.

21. GOVERNING LAW

This contract shall be governed by Hong Kong Law, and the parties hereby expressly submit to the non-exclusive jurisdiction of the Hong Kong Courts.