

Instruction Form for air- and seafreight
Terms and Conditions Governing Import and Export Shipment

It is agreed that the handling and forwarding of all goods by JMCO-TRANS (hereinafter called the Company) and the consignee, or shipper (hereinafter called Customer) is upon following terms and condition:

1. The Company is authorized to select and engage carriers, truckmen, lightermen, forwarder, agents, warehousemen and others, as required to receive, forward, transport, store, deal with and deliver the goods, all of whom shall be considered the agents of the Customer, and the goods may be entrusted to such agencies subject to all conditions as to limitation of liability for loss or damage, and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in bills of lading, receipts or tariffs issued such carries, truckmen, lightermen, forwarders, agents, warehousemen and other.
2. Marine, fire, theft and other insurance will be affected upon the goods only after special written instructions have been by the Company, in sufficient time before forwarding the goods and the Customer at the same time states specifically the amount of insurance to be placed upon the goods, and the kind of insurance desired; insurance premium and charge of the company for arranging the same to be at the Customer's expense. If for any reason the goods are held in warehouse, or elsewhere, the same will not be covered by any insurance, unless the Company receives written instructions from the Customer, in which event the Company will use reasonable efforts to effect the insurance desired at Customer's expense. Insurance when ordered by the Customer as referred to herein, is to be effected with one or more insurance companies or other underwriters to be selected by the Company, and such insurance shall be governed by the certificate or policy issued and will only be effective when accepted by such insurance companies or other underwriters.
3. Instructions to insure against all risks will be construed to mean to insure against ordinary marine risks only, subject to the conditions of the insurance policy under which such insurance is effected. If insurance against any other risks, such as theft, pilferage, leakage, breakage, fresh water damages, ship's sweat, rust, non-delivery, contact with other cargo or against any other risk or loss is desired by the Customer, special written instructions must be received by the Company in sufficient time prior to forwarding to effect the same.
4. The Customer represents to and agrees with the Company that the value of the goods does not exceed sum of KD \$200,00 per package, (or the invoice value hereof, if less) and that the compensation of the Company for its services is based upon such valuation. In consideration of such compensation of the Company, the Customer agrees that the Company shall in no event be liable for any loss or damage to the goods, or for other cause whatsoever, for any amount in excess of HK \$200,00 per package (or invoice value, if less), and any partial loss or damage for which the Company may be liable shall be adjusted pro rata on the basis of such valuation. The Customer has the option of paying extra charges to the Company based upon a value in excess of HK \$200,00 per package, in case of any loss or damage from causes which the Company, prior to shipment, which agreement shall indicate the limit of the Company's liability and the special compensation for the particular risks by it to be assumed.
5. In no event shall the Company be liable for any act omission or default in connection with the shipment unless a claim therefore shall be presented to it at its office in Hong Kong within six (6) months from date of Shipment of the goods to the Company, in a statement to which sworn proof of claim shall be attached. No suit to recover for any claim or demand hereunder shall in any event be maintained against the Company unless instituted within three (3) months after presentation of the said claim as above provided. No agent or employee of the Company shall have authority to alter or waive any of the requirements of this paragraph.
6. It is agreed that any claim or demand for loss, damage or delay, or any other cause, shall be against the carrier, truckmen, lightermen, forwarders, agents, warehousemen or others in whose actual custody the goods may be at the time of such loss, damage or delay, and that the Company shall not be liable or responsible for any claim or demand from any cause whatsoever, unless in each case the damages alleged to have been suffered be proven to be caused by the negligence of the Company, its officers or employees, in which event the limitation of liability set forth in paragraph number 4 here of shall apply.
7. The Company shall not be obliged to incur any expense, or advance any money in connection with the handling of the goods, or the clearing of same through the Custom House, unless previously paid to the Company by the Customer on demand.
8. The Company shall have a general lien on any property of the Customer in its possession, for all claims for charges and expenses incurred in connection with any shipment of the Customer, and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Company is given the right to sell at public auction or private sale, without notice to the Customer, the goods, wares, and/or merchandise, or so much thereof as may be necessary to satisfy such lien and apply the net proceeds of such sale to the payment of its charges. The confiscation of the goods by any Government shall not affect the liability of the Customer to the Company in respect to the payment of all charges.

JMCO-TRANS will not be responsible for

- a) any property not set forth and described herein.
- b) Jewelleries, plate trinkets, money and other valuables.
- c) loss or damage by fire or burglary.
- d) loss or damage during or from, or while in the warehouse in the store and or office arising from civil commotion, explosion, invasion war or the act of God.
- e) loss or damage arising from insufficient packing, wet, rot, rust, damp, sweating, vermin moth or inherent vice or deterioration.
- f) loss or damage arising from the fragile, perishable, inflammable explosive, dangerous, damaging of objectionable nature of the said or any other property.
- g) loss or damage ascertained after removal from their store and/or office unless the claim be made within three (3) days after such removal and unless the loss or damage be proven to have taken while the property was in their

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and registered

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