

## 萬達集團標準交易條款

以下為本集團所提醒客戶之標準交易條款，將作為萬達集團與客戶間交易與訂立運送契約之相關約定，若與本集團有任何交易規定有所牴觸；則概以本標準交易條款之內容為主；本條款並適用於本集團內各相關關係企業與分支機構；特此敬告。

1. 託運人若委託由本集團安排運送貨物，如屬於整櫃(CY-CY)運送模式，請於貨櫃場提空櫃時，應自行檢查貨櫃狀況，確認貨櫃是否完好，倘若貨櫃未檢查而提領到年久失修貨櫃，須自行承擔因貨櫃不良所造成之風險；若是託運人自行提供貨櫃，因貨櫃非運送人提供，亦應自行判斷貨櫃是否適於裝載貨物，又因出整櫃運送為託運人自行裝載貨物(SHIPPER'S LOAD AND COUNT)，請留意固定避免貨損。

2. 凡出口至中國大陸地區，應留意麥頭( SHIPPING MARK)，不要有 R.O.C(中華民國)字樣避免被扣押、擋櫃。另出口至中南美洲國家，除應留意當地特殊操作，所有棧板須煙燻避免蟲蛀；至美國地區需留意 AMS 以及 ISF 傳輸申報；如需本公司代為處理，請於結關前書面通知並提供授權書，並配合美國規定於規定時間提供正確資訊，否則產生相關罰款則由託運人或進口商負責。

3. 所有出口之貨物，託運人應據實申報貨物之品名以及性質，避免有夾帶違禁品或造成申報不實而遭進口國扣押；如申報不實造成運送人(本集團)受有損害，本集團保留追究求償權利。

4. 有關所有貨物之航班以及船期之訊息，本集團係經由船公司告知轉達，所有船期/航班仍以船公司或航空公司之公告以及實際狀況為準；恕本集團無法擔保或保證航班準時抵達或開航，一切概為 ETA(ESTIMATE OF ARRIVAL )& ETD (ESTIMATE OF DISPATCH/DEPARTURE)；船期/航班訊息請隨時留意船公司網頁。

5. 託運人所託交本集團之貨物請務必自行評估是否投保貨物保險，如需要投保，本集團可代為詢問保險公司，由託運人(貴公司)與保險公司洽詢投保，惟如有其他配合模式亦請事先告知；投保範圍請擴及至倉庫至倉庫(出廠到進倉)；尤其要投保共同海損(GENERAL AVERAGE)乙項。

6. 託運人應提供完整之受貨人以及貨到目的地之受通知人資訊，避免有貨物送達不到或無人出面提領問題，如果因此產生貨櫃未提領之延滯費用或倉租而遭船公司追償，本集團保留追究託運人權利並會依照進口國當地法令採取必要措施，如因此而使本集團遭受損害，本集團會依法追償。

7. 託運人應注意貨物要包裝完整，配合本集團之通知因應船公司要求提供裝貨之必要文件；尤其是危險品或是特殊貨物，應提供化學成分分析表或據實申報或提供切結書/擔保函等文件給本集團安排辦理；如因未能提供或造成發生貨損危損及其他同船貨物，訂艙人或託運人應負完全責任。

8. 所有貨物如有特殊需求請於託運前事先告知，由本集團評估是否能安排，避免雙方有爭議，關於所有運費以及報價，仍以實際承接以及本集團所提供之單據為據，亦請貴公司託運人隨時留意。

9. 如執有本集團之提單或空運提單概受國際運輸公約(含海牙規則、華沙公約規定)以及海商法與民用航空法等規定解釋；若有紛爭亦應依本集團提單背面條款解釋或辦理。

10. 提單為有價證券，請小心收執，如委託他人或報關行代領，請出具委託書或證明以憑辦理；本集團不負責特別寄送以免丟失，如有特殊需求要求掛號寄送，應提供完整地址，本集團恕不負責送達責任；萬一不慎遺失，請遵守本集團提單遺失作法除需提供擔保押款並請負擔提單重置費用。

11. 託運人應留意進出口貨物之標章務必遵守著作權以及商標法之相關規定，以免遭海關查扣。

12. 如託運人透過本集團安排要直發船公司提單，除託運人應配合本集團之操作外，相關費用亦請依本集團之規定繳清。

13. 所有託運裝載之貨物應留意重量，並符合國際海事安全人命公約規定；貨物如需電放(TELEX RELEASE)應繳回提單，並以書面通知本集團；並依照本集團之要求辦理。針對貨物進出口貨物之重量/材積數有差異，為求公正，託運人可與本集團協商另行委派公證行重新丈量；倘丈量結果為託運人提供正確，則費用由運送人吸收，倘為錯誤，則由託運人吸收。

14. 本集團之提單不接受記載貨物價值，為申報貨物價值賠償理賠悉依海商法跟提單背面條款理賠，除非託運人要求貨物價值必須繕打且為從價提單，然最終本集團保有是否繕打權利，以及會依照貨價評估增加保險，並由託運人負擔較高運費。

15. 如為機械貨物，因涉及單價較高，請妥善包裝固定並做好防護措施，必須以包櫃模式，因為是 SHIPPER'S LOAD AND COUNT, 本集團不會介入，運送人

亦不負毀損責任，尤其是平板櫃與開頂櫃，亦同。但若託運人不願意用包櫃方式，應支付較高運費，並用堅固之 **Wooden case/ crate** 包裝以便能承受海運之運送顛簸，並提供切結書舉證已為妥適包裝，本公司保留最終是否收貨權利。

16.如需進出口特殊貨物(如 **fail cargo**)，請務必要取得允許進出口之許可證，配合進出口之當地海關法令辦理，以免受罰，若未取得相關許可證仍委託本集團安排，致使本集團遭罰，託運人應負完全責任。

17.凡出口至上海(AFR)、廈門(AFR)、日本(AFR)、歐洲(ENS)、美國(AMS)之貨物，因當地有預報艙單制度，請託運人配合在時效內提供給受貨人正確資訊，以免產生罰款。

※ If you want english version, please feel free to contact us.

## **PANDA GROUP**

### **STANDARD TRADING TERMS AND CONDITIONS**

The standard trading terms and conditions hereunder reminded by Panda Group( hereinafter referred to as “the Group”) to the Customer, which will be regarded as the relevant agreements of the contract of carriage between the Group and the Customer, in the event of any inconsistency between any transaction rules of the Group, the standard trading terms and conditions contained herein shall prevail; these terms and conditions shall also apply to all affiliated companies and branches within the Group.

If the shipper entrusts the Group to arrange the delivery of the goods as a Full Container Load (CY-CY), please inspect the condition of the container to confirm whether the container is in good condition when picking up the empty container at the container yard, if the shipper fail to do so and pick up a container that is in disrepair, it shall at shipper's own risk caused by the defective container. If the container provided by the shipper, the shipper should also determine whether the container is suitable for loading the goods since the container is not provided by the carrier; also because Full Container Load is shipper's load and count, please pay attention to fixing to avoid cargo damage.

When exporting to mainland China, please note do not have the word R.O.C (Republic of China) on the shipping mark to avoid being seized and blocked; to Central and South American countries, except for local special operations, all pallets need to be fumigated to avoid moths; to the United States, the shipper needs to pay attention **to the AMS and ISF transmission declaration; if you need us to handle it on your behalf, please notify us in writing and provide us with the authorization letter prior to the customs clearance. Also, you need to cooperate with the U.S.A. regulations to provide the correct information at the specified time, otherwise the shipper or importer will be responsible for the relevant penalties.**

The shipper shall truthfully declare the name and nature of the goods to avoid seizure by the importing country for carrying contraband or causing false declarations; if the false declaration causes damage to the carrier (the Group), the Group reserve the right of claim.

The information of all cargo flights and sailing schedules are conveyed by the shipping company, and all sailing schedules/flights shall still be subject to the announcement of the shipping company or airline and actual situation. The Group can not guarantee the on-time arrival or departure of the flight, all of which are ETA (ESTIMATED TIME

OF ARRIVAL)&ETD(ESTIMATED TIME OF DEPARTURE).For sailing schedule/flight information, please refer to the carrier's website.

All consignment of goods need to evaluate be insured. If shipper need a consignment insurance, the Group can provide the insurance information to contact with it. **However, please inform us in advance if there are other modes of collaboration.** It would be wise for shipper to have a warehouse-to-warehouse insurance which extends the protection of goods from the warehouse where the shipment originates to the one where it terminates, and especially fully covers all General Average expenses.

The shipper shall provide complete information of the consignee and notify party in order to avoid the problem of the goods non-delivered or no one to pick up the goods , any damage or charges(like as) detention and demurrage from this for carrier request and the Group also reserve the right to file a lodge claim and take necessary legal action for shipper based on the local custom regulation.

The shipper shall pay attention to providing the complete packaging of the goods and necessary documents, especially special goods and danger goods, it should provide the chemical analysis and honest declare the quality or affidavit to the Group to arrange consign it, if not, and result from any loss or claim, shipper will take fully responsibility.

The shipper should be attention that if all goods have special needs, please inform in advance before consignment, in order to avoiding disputes between the two parties, the Group will assess whether it can be arranged or not, all freight and quotation, still based on the actual undertaking and the documents provided by the Group.

The validity, performance and construction of the Group's bill of lading and/or air waybill and all matters related hereto, shall be governed and interpreted in accordance with the provisions of the International Transport Convention (including the Hague Rules and the Warsaw Convention), as well as the Maritime Act and Civil Aviation Act of Taiwan; In case of disputes, it should also be interpreted or applied in accordance with the back of the Group's bill of lading.

A bill of lading is a marketable security, please be care of collect it, if shipper want the third party or custom broker to receive, it is necessary to issue an letter of authorization or documents to prove and the Group have no any liability to deliver, any special request like send registered mail , please also inform in advance and provide the receiver's detail address, if unfortunately lost, please also follow the Group's procedure to provide

a deposit and pay the charge of reissue.

Shipper should pay attention and obey Copyright and Trademark Law of import and export country request for mark of goods to avoid legal seizure by local custom authority.

If the shipper wants to apply to use the seaway bill or Master bill of lading, it should be followed by the Group's regulation of handle procedure, and all expense will be cash down in advance.

All consignments should be weighted and comply with the requirements of the International Convention for the Safety of Life at Sea; If shipper request a TELEX RELEASE, you should return the bill of lading and notify the Group in writing and follow instructions. In the event of inconsistency between weight and volume , for the sake of fairness, the shipper may negotiate with the Group to appoint a surveyor to re-measure; if the measurement results are correct for the shipper, the cost is absorbed by the Group and vice versa.

There is no right to request the Group to insert the value of the cargo in the bill of lading. The Group shall be liable for any damage to or loss of the cargo under the Maritime Act and the back of the bill of lading clause, unless the value of the cargo have been declared by the shipper before shipment and inserted in the bill of lading in the space captioned "Declared Cargo Value" and it becomes an ad valorem bill of lading and extra freight paid on such declared value if required. The Group reserves the right of final decision of what to include in a bill of lading.

If the consignment cargo is high-value mechanical goods, please take strong and solid packing and lashing. This type of cargo must be booked on CY/CY service basis, due to shipper's load and count, the Group do not be involved in it, and also free to release any liability especially flat rack and open top cargo. **If the shipper chooses not to use the CY/CY method, they will have to pay higher ocean freight and need to pack the goods in a sturdy wooden case or crate suitable for the bumps and bruises of sea transportation. Additionally, they must provide an affidavit letter as proof of proper packing. Please note that we reserve the final veto right to accept the goods for transport.**

If shipper import or export special goods (such as fail cargo), it is necessary to get a permit license to admission by import or expert port authority and follow with the local customs laws and regulations in order to avoiding any penalties, otherwise your

company should take fully responsibility to the Group.

For cargoes exported to Shanghai (AFR), Xiamen (AFR), Japan (AFR), Europe (ENS), and the U.S.A. (AMS), the shipper must provide correct information to the consignee within the time limit due to the local rules (AFR, ENS and AMS) in order to avoid penalties.