

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 in the AMS declaration.

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. 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 honestly 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 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.