

# General Terms and Conditions

## (Forwarding Service)

Version: 8.15.24

These General Terms and Conditions (Forwarding Service) as well as the terms and conditions of any mutually agreed upon agreement between the parties, including any Master Agreement and/or Payment Agreement, and any Company-provided Special Terms apply to the provision or arrangement, as applicable, of any freight forwarding services by CastleGate (Shanghai) Logistics Co., Ltd. ("**CastleGate**") and any other companies owned or affiliated with CastleGate (individually and collectively, the "**Company**").

Based on the need and purpose of fulfilling the instructions from the Customer and in accordance with such instructions, the Company will provide the Customer with the forwarding services as agreed by both parties in relation to the Goods being imported and/or exported ("**Forwarding Service(s)**"). On the premise of conforming to and complying with the relevant laws and regulations of PRC and other relevant countries and regions, both parties agree to apply these General Terms and Conditions (Forwarding Service) of the Company ("**GTC**") to the Forwarding Service and any related matter to safeguard the common interests of all parties. For any other matter raised beyond this GTC, the parties may enter an additional agreement if needed.

GTC sets forth the rights and obligations of the Company and Customer (defined below) except as otherwise set forth herein.

By tendering goods to the Company for Forwarding Service, Customer expressly accepts GTC and warrants that acceptance of GTC has been authorized by a representative of Customer as of the date the Forwarding Services were first provided to Customer by the Company.

The Company may change GTC at any time without notice to Customer. The changed GTC is in effect immediately. The version of GTC in effect on the date a shipment is tendered to the Company will apply.

### 1 Definitions and Interpretation

In this GTC, the following words and expressions shall, unless otherwise specified, have the following meanings:

"**Company**" means CastleGate (Shanghai) Logistics Co., Ltd, a company incorporated under the law of People's Republic of China with a place of business at Room 213, 2/F, Warehouse Annex Office Building, No. 389 Shunyun Road, Lingang New Area, China (Shanghai) Pilot Free Trade Zone, China.

"**Customer**" means any person who requests, authorizes, or instructs the Company to provide or arrange for freight forwarding services, including any person acting on behalf of, or as a principal of, such person.

"**Goods**" means the whole or any part of the cargo and any packaging entrusted by the Customer to the Company for the purpose of providing forwarding services.

"PRC" means the People's Republic of China and, for the purpose of the GTC, excluding the Hong Kong Special Administrative Region and the Macao Special Administrative Region and Taiwan.

## **2 Scope of the Forwarding Service**

2.1 In accordance with the accepted requirements and instructions of the Customer, the Company will provide the Customer with one or more of the following mutually agreed upon Forwarding Services in relation to the Goods. Additional Forwarding Service details shall be specified by the Customer in the relevant booking order or any other form accepted by the Company:

2.1.1 arranging the booking and documentation related to the export transportation of the Goods (including but not limited to land transportation, ocean transportation or multimodal transportation) on behalf of the Customer.

2.1.2 arranging the drayage transportation service in Mainland China on behalf of the Customer;

2.1.3 arranging any third-party to provide any ancillary service, including but not limited to the cargo tally, warehousing, stuffing and de-stuffing;

2.1.4 arranging the customs clearance, inspection and declaration services for the Goods on behalf of the Customer;

2.1.5 to pay any relevant third party the relevant fees and costs on behalf of the Customer, including but not limited to the freight for the transportation of the Goods, trailer costs, storage fees, operating costs, customs clearance fees, inspection fees and any other fee or cost incurred or related to the Goods or Forwarding Service; and

2.1.6 any other Forwarding Service related to or performed for the Goods.

2.2 When the Customer requests that the Company provide the Forwarding Service in its name for Customer Goods or the Goods of any third party, the Customer shall be deemed to be a party to this GTC, any booking order and any other agreement, document or notice relating to the Forwarding Service and subject to the terms and conditions of the aforesaid documents, agreements and/or the notices.

## **3 Instructions for the Forwarding Service**

3.1 To request that the Company arrange or provide Forwarding Service, the Customer shall:

3.1.1 provide the booking order, which is truly, fully, legally and timely submitted or filed by the Customer in accordance with the Company's requirements as well as applicable laws and regulations. Such order shall be stamped by the Customer's chop and signed by the authorized person of the Customer.

3.1.2 authorize or instruct the Company through a valid contract mutually agreed upon by the Company and the Customer, including but not limited to one created through email, Wechat, QQ, or an oral telephone or in person conversation.

- 3.1.3 agree and confirm that any written or oral authorization or instruction given from the Customer to the Company by any of the means listed in the above 3.1.1 or 3.1.2 shall be deemed as the true and valid authorization and/or instructions from the Customer.
- 3.2 For Forwarding Service requested by the Customer, all relevant information concerning the Goods (including but not limited to the type, quantity, packaging requirements, any special cargo, transportation, arrangement of import and export) shall be truly, fully, and timely provided by the Customer as required in this GTC, the applicable booking order or by the Company or any other service provider.
- 3.3 If the Customer requests to change any of the operational or other requirements related to the Forwarding Service after the booking order and/or authorization has been provided and accepted by Company, Customer shall notify Company of such requested changes and such changes shall not apply unless and until they have been mutually agreed upon by the parties through a valid contact. Any additional fees arising out of the changes shall be borne by the Customer. The Customer shall be responsible for any result, risk and/or liability, charges, fees and/or extra costs related to the changes unless they are directly caused by Company's negligence.
- 3.4 To cancel a booking order and/or authorization, Customer shall provide a written request or notification to the Company and the Customer shall be responsible for the losses incurred or caused to the Company due to such cancelation. If the Company has already performed or arranged for any of Forwarding Service when or before Company has received the cancelation notice or request, the Customer shall also be responsible for the liabilities under this GTC and the booking order, including without limitation the payment of freight charges and other fees due and owing.
- 3.5 With or without the Customer's prior agreement, the Company is entitled to assign any or all of the Forwarding Service required by the Customer to any other third party.

#### **4 Obligations of Customer**

- 4.1 To arrange the Forwarding Service, the Customer shall provide all necessary documents for the transportation or shipment of the Goods as required by the Company or any other third party, including but not limited to the sales contract, commercial invoice, inspection certificate, license, customs declaration, manual, packing list, and power of attorney for customs declaration and inspection.
- 4.2 The Customer shall ensure and warrant that each and all the Goods authorized shall comply at all times with all applicable laws, rules, regulations including, but without limitation, those related to customs, inspections and the ports of loading, transshipment and destination. The Customer shall make an accurate declaration of the Goods to the customs authorities.
- 4.3 The Goods being tendered to the Company cannot contain any items prohibited for transportation, export and/or import.
- 4.4 Customer shall ensure that the Goods being tendered to the Company are properly packaged for loading, unloading, transshipment, land and ocean transportation. If there is any special requirement on handling the Goods (including but not limited to high-valued product, chemicals, poisonous, hazardous, noxious, radioactive, inflammable

or explosive product), a written statement or notice shall be provided to the Company, clearly indicating the nature and any special requirement for the protective measures including, without limitation those concerning the loading, unloading and placement of such Goods, before the Company will accept tender or arrange for Forwarding Service (should it agree to do so) in connection with those Goods.

- 4.5 Should the Company agree to arrange for cargo insurance for Goods shipped, it will do so under one booking order with the total value of or under RMB200,000. The type and amount of such insurance shall be determined by the Company at its sole discretion. If the total value of the Goods shipped under one booking order exceeds RMB200,000, the Customer shall properly arrange the cargo insurance for the excess, depending on its needs.
- 4.6 In the event of a claim,
- 4.6.1 the Customer shall provide documents including but not limited to the original insurance policy, bill of lading, invoice, packing list, poundage list, proof of loss or discrepancy of goods, inspection report and claim list. In case of third-party liability, the Customer shall also provide the relevant letters and telegrams for recovery from the liable party, as well as other proofs and materials to confirm the nature, cause and extent of loss. Under no circumstances will the Company shall be responsible for an unverified loss.
- 4.6.2 If a Goods loss in connection with the Forwarding Service is covered by insurance, the insurer will be responsible for compensating the Customer. The Customer agrees that the scope and the amount of the compensation will be limited to those actually paid by the insurer. If the loss is not covered by the insurance provided by the Company, both parties may attempt to negotiate and disposition concerning the loss on case-by-case basis. However, under no circumstance, shall the Company's liability exceed the fee charged for the Forwarding Service under the parties agreement and/or the booking order.
- 4.6.3 If the damage or loss of the Goods is caused by force majeure, the natural nature of the Goods themselves, reasonable wear and tear or the fault of the Customer, the Customer shall be responsible for such damage or loss and no responsibility shall be borne by the Company.
- 4.6.4 The Company will not bear any responsibility for the delay of the delivery, damage and/or loss of the Goods due to a third party, but the Company will endeavor to assist the Customer in filing claims against such third parties.
- 4.7 In addition to the insurance agreed in 4.5, unless otherwise agreed, the Customer shall properly arrange insurance of property and/or Goods in transit insurance in connection with the transportation and delivery of Goods. If required, the Company may assist on the obtaining the aforesaid insurance of Goods and the Customer shall inform Company as to the purpose of insurance and fully provide the true and accurate information requested by the insurer. Cost and fee of or related to the insurance shall be on the account of the Customer.
- 4.8 All the documents provided by the Customer related to export cargo must be true, legal and accurate. Furthermore, the Customer shall ensure and warrant that all documents, letter of credit (if any) shall be truly and accurately reflected of the Goods.

- 4.9 When or after the Goods are tendered or delivered for transportation:
- 4.9.1 the Customer is required to instruct the Company to notify the carrier of any change of the content in the bill of lading, the transportation type and/or the operation of the Goods in writing or through another valid contact confirmed by both parties. All costs, fees and liabilities incurred shall be borne by the Customer. If such change causes Company to incur damages, not due to the Company's fault (including but not limited to exceeding of the period allowed for change by the carrier, violation of any applicable rules, laws and regulations of the carrier, customs and any other authorities), the Customer shall be responsible for any resulting, risk and/or liability, charges, fees and/or extra costs.
  - 4.9.2 the Customer shall promptly notify the consignee at the port of destination to pick up the Goods. In case of any delay or no pickup or abandonment of Goods, the Customer shall collect or arrange for the retrieval of the Goods as soon as possible when the Customer receives the notice from the Company.
  - 4.9.3 In the event of any interruption of the transportation and/or the return of the Goods (and such interruption or return is not due to the fault of the Company or the carrier), the Customer shall provide instruction regarding the return of the Goods or otherwise address the disposition of such Goods as soon as possible when the Customer receive the notice from the Company.
  - 4.9.4 all cost, fees, liabilities and consequences arising from and/or related to the above 4.7.2 and/or 4.7.3 shall be borne by the Customer. The aforesaid cost and fees includes, but is not limited to storage fees, demurrage fees, warehousing fees, inspection fees, cargo destruction fees, handling fees, dispatch fees, fees for the cargo return, customs clearance fees, terminal operation fees, fines, penalties and taxes.

## **5 Obligations of Company**

- 5.1 The Company shall perform the Forwarding Service as mutually agreed upon by the parties and report the progress. If any defect in the Forwarding Services is caused by the Company due to its negligence, the Company shall take measures to remedy or compensate the Customer for the actual and direct losses.
- 5.2 The Company shall properly keep the documents provided for the Forwarding Service by the Customer and properly provide such documents to the Customer upon its written request. If any loss is caused by the Company due to its own fault, the Company shall take measures to remedy or compensate the Customer for the actual and direct losses.
- 5.3 If the Company arranges the import and export declaration of the Goods as requested by the Customer, the Company shall notify and assist the Customer with any customs inspection of such Goods, so that the Goods may be released as soon as possible and mitigate the risk or loss of the Customer due to the change of the shipment schedule.
- 5.4 During the provision of the transportation, custom clearance, commercial inspection and/or storage services arranged by the Company as requested by the Customer, in case of any damages or losses of such Goods caused by any third party, the Company

shall assist and/or urge those third parties to issue the written statements as requested and authorized by the Customer.

- 5.5 The Company shall perform the Forwarding Service with a reasonable degree of care to protect the legitimate rights and interests of the Customer.

## **6 Fees and Payment for Forwarding Service**

- 6.1 With respect to the Forwarding Service provided by the Company, the Customer shall pay the fees charged for the Forwarding Service and/or all related fees (if any) in full and on time in accordance with the rates and payment terms agreed by both parties. The Customer shall not deduct, defer or refuse to pay the charges or any other fees due to the non-recovery of the payment of the Goods, any claim or counterclaim or any other reasons with respect to the Goods or Forwarding Service.

- 6.2 For the charges and fees paid by the Company as per the instruction of the Customer or concerning the Forwarding Service, such charges and fees shall be fully paid by the Customer on the basis of the actual amount incurred. The Company is entitled to demand the full reimbursement directly from the Customer and the Customer shall pay such charges and fees.

- 6.3 Where the Company suspends or terminates this Agreement with the Customer, the Company is entitled to declare that all outstanding charges and fees (including but not limited to the charges and/or fees incurred or related to the Forwarding Service, fees paid by the Company on behalf of the Customer) become due and the Customer shall pay in full as per the Company's demand.

- 6.4 For any and all payment to be paid to the Company, the Customer will not be waived from the liabilities to such payment even the Customer request the Company to issue the invoice to any other third party.

- 6.5 If the Customer defaults or refuses to pay any charges or fees (including but not limited to the charges of Forwarding Service, any fees and or cost incurred or raised from the Forwarding Service), the Company is entitled to take one (or several) actions in accordance with this GTC against the Customer until all outstanding payment has been fully paid.

## **7 Intellectual Property rights**

The Customer shall warrant that the Goods authorized or tendered for the Forwarding Service do not infringe of any intellectual property right owned by any third party. The "intellectual property rights owned by any third party" in this clause includes but not limited to trademarks, patents and proprietary technologies registered and owned by any third party within or without the borders of PRC.

## **8 Claims**

- 8.1 For the claims arising from or relating to the shipment and/or transportation of the Goods, the Company will try their best to assist the Customer to raise or follow such claims against the relevant parties as requested or authorized by the Customer. All costs and fees incurred and paid for such claims (including but not limited to traveling costs, translation fees, notary fees and visa fees) shall be borne by the Customer shall be fully reimbursed by the Customer.

- 8.2 If the Company provides the Forwarding Service under this Agreement, resulting in any third party and/or authorities making claims, demands, rights and expenses or taking legal actions against the Company ("Third-Party Claims"), the Customer shall take actions or measures to protect the Company from any loss and/or damage upon receipt of the notice from the Company, including but not limited to providing all documents and information. All costs and/or fees (including but not limited to liquidated damages, compensation, settlement payment, fines, professional fees charged by attorneys, court fees, travel costs, notary fees) incurred and paid by the Company for such Third-Party Claims, shall be fully reimbursed by the Customer.

## **9 Default**

- 9.1 If the Customer violates any term or provision under this GTC, booking order and/or any other agreement, document, regulation applicable or related to the Forwarding Service, the Company shall be entitled to:

9.1.1 liquidated damages at a rate of 0.04% per day for any defaulted charges or fees (including but not limited to the charges of Forwarding Service, any fees and or cost incurred or raised from the Forwarding Service) until all outstanding payment has been fully paid.

9.1.2 exercise its lien rights against Customer on any of the Goods and their documentation at any time (including but not limited to the bills of lading, waybills, customs declarations and any other document relating to the Goods).

9.1.3 suspend performing or arranging the Forwarding Service.

9.1.4 suspend the Agreement.

9.1.5 terminate the Agreement.

- 9.2 In addition to the above default liabilities, the Customer shall bear any risks, responsibilities, consequences, related costs and fees (including but not limited to processing fees, penalties and fines) arising from the transportation of the Goods, and shall indemnify the Company for all losses suffered as well as the costs and expenses incurred (including but not limited to professional fees charged by attorneys, court fees, traveling fees, translation fees and notary fees).

## **10 Force Majeure**

Neither party shall be responsible or liable for failure to fulfil any obligation under or related to the Forwarding Service as a result of the force majeure events, including but not limited to acts of God, earthquakes, typhoons, floods, wars, strikes, or other labor disruptions, fire, natural catastrophe or exceptional climatic event, quarantine, pandemic or other outbreak of disease or public health emergency, acts or omissions of public enemy, acts or omissions of public authority, closing of the public highways, governmental interference, failure of utilities, including electricity or gas, information technology failures and other causes which cannot be foreseen and whose occurrence and consequences cannot be prevented or avoided (each a "**Force Majeure Event**"). The party whose performance is affected by such force majeure event shall notify the other party of the occurrence of event within three (3) working days. Depending on the extent to which the Force Majeure Event affects the performance of this

Agreement, the parties shall decide whether to terminate the performance of the Forwarding Service and/or to exempt any part or all the obligations, or to postpone the performance of such Forwarding Service.

Upon obtaining the proof of a Force Majeure Event from the any relevant authority, an extension of the performance or adjustment of the Forwarding Service shall be permitted and, depending on the situations, the liability may be partially or fully exempted.

## **11 Confidentiality**

11.1 The Customer and the Company have the obligations of confidentiality. Each party shall keep strictly confidential all commercial information provided in connection with the Forwarding Service, including but not limited to the name, type, quantity, transportation information, shipper, and consignee of the Goods. Without the prior written approval from the owner or holder of such information, the other party shall not disclose it to any third party or use it for any other purpose besides receiving or providing the Forwarding Service covered by this Agreement. Otherwise, the defaulting party shall be liable to pay full compensation for all damages suffered by the owner of the commercial information as a result.

11.2 The obligation of confidentiality in this article shall survive even the termination of the relevant Forwarding Service. Any written confidentiality or non-disclosure agreement entered into by the Customer and Company that is inconsistent with this term, shall prevail and control.

## **12 Governing law and jurisdiction**

12.1 The GTC and matters associated therewith, arising out of or connected with the GTC shall be governed by and construed in accordance with PRC law.

12.2 Any dispute arising out of or in connection with the GTC shall be submitted to the competent court where the Company is located, saving that the Company retains the right to bring legal or arbitral proceedings, or other legal actions against Customer in any other authority or institution of competent jurisdiction.

## **13 Miscellaneous**

13.1 This GTC (as amended, adjusted or updated from time to time) is one of the appendixes and an integral part of the Master Agreement that also governs the Forwarding Service provided by the Company to the Customer.

13.2 The Master Agreement and its appendixes (including but not limited to the GTC, any special terms and other related documents or materials related to the Forwarding Service) shall be applicable to the matters governed by these Special Terms. If there is any inconsistency between these Special Terms, the Master Agreement, the GTC, any shipping documents issued by the Company in respect of the Forwarding Service, the order of priority will be: (a) these Special Terms; (b) any transactional documents issued to Customer including, without limitation, the Company's booking order(s); (c) the GTC and then (d) the Master Agreement. Unless the parties have agreed otherwise in writing to expressly exclude the application of Special Terms.

13.3 **The Customer authorizes or instructs the Company to provide or arrange the Forwarding Service, which means or shall be deemed that the Customer has**

**clearly understood and agreed to accept, to be bound by and to fulfil the obligations under this GTC, the Special Terms and the Master Agreement.**

- 13.4 The Customer agrees to be bound by the booking order sent or provided to the Company through any of the means confirmed by both parties. And the Company shall be deemed to have properly served the Customer with relevant notices as well as documents through any of the means confirmed by both parties. If the Customer requires a change to any contact information, the Customer shall notify the Company in writing seven (7) working days prior to such change or the Company may refuse to accept any notice or order provided by any other contact of the Customer, and any document or notices served by the Company to the former contact agreed by the Customer shall be deemed to be served validly.