

## **TERMS AND CONDITIONS GOVERNING IMPORT AND EXPORT SHIPMENTS**


It is agreed that the handing and forwarding of all goods by **A & G INTERNATIONAL CARGO LTD.** (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, forwarders, 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, requirements, 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 received 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 HK\$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 in no event be liable for any loss of damage to the goods, or for other cause whatsoever, for any amount in excess of HK\$200.00 per package (or the invoice value, if less), and any partial loss of damage for which the Company may be liable shall be adjusted pro rata on the basis of such valuation. The Customer has the option for paying extra charges to the Company based upon a value in excess of HK\$200.00 per package, in case of any loss of damage from causes which would make the Company liable, but such option can be exercised only by special written agreement made with 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 only 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.

**A & G International Cargo Ltd.** will not be responsible for

- a. any property not set forth and described herein.
- b. Jewellries, plate trinkets, money and other valuables.
- c. loss or damage by fire or burglary.
- d. loss or damage during and 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 or 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 have taken while the property was in their store and or office.

# SHIPPER'S INSTRUCTIONS FOR AIR FREIGHT

From shipper ("The customer") 託運人及地址		 <b>威盟物流有限公司</b> <b>A &amp; G LOGISTICS LIMITED</b>	
Ctc Person 聯絡人 _____ Tel. No. 電話 _____		Unit C, 10/F, Kwai Tak Industrial Centre, Block 2, 15-33 Kwai Tak St., Kwai Chung, N.T., Hong Kong	
Consignee 收貨人及地址		香港葵涌葵德街15-33號葵德工業中心二座10樓C室	
		Tel: (852) 2758 9220	
		Fax: (852) 2755 9559	
		Web Site: www.anghk.com	
		E-mail: an828@anghk.com	
Notify Party 並通知		Air freight Charges <input type="checkbox"/> Prepaid <input type="checkbox"/> Collect	
		運費 (Mark one to apply) 在香港付 在目的地付	
		Other Charges <input type="checkbox"/> Prepaid <input type="checkbox"/> Collect	
		其他費用 (Mark one to apply) 在香港付 在目的地付	
MAWB NO. 航空提單	HAWB NO. 公司提單	Special Instructions	
Name of Carrier 航空名稱	Departure Airport 起運點		
Destination 目的地	Airline Counter-Signature <input type="checkbox"/> Yes <input type="checkbox"/> No		
Marks Nos; No. and Kind of Packages Description of Goods		GROSS WEIGHT	MEASUREMENT
<p>This form is required to be filled by recognized known consignor who has opened an account with our company. For the cargo from unknown consignor, the cargo is required to be held 24 hours prior to departure and is subject to undergo security control service which performs by cargo terminal operator. The charges will be debited to consignor at a rate of HK\$0.50 per kilo with a minimum charge of HK\$200.00 per shipment.</p> <p>所有貨物必須在付運前由寄貨人填妥本公司認可之寄運聲明書，否則將被加徵港幣每公斤伍角之保安檢查費(最少港幣200元)及被扣留最少24小時以作保安檢查。</p> <p>填表人必須在接受且不得修改本合約之條款、條件及須知之條件下填寫本合約。您簽署後即構成您對所有條款、條件及須知之同意。如欲存取有關文件，本公司可作提供。</p>			
Specify Currency	Declared Value for Customs	Declared Values for Carriage	Insurance Amount
Documents to accompany airwaybill or house airwaybill _____			
Packing List <input type="checkbox"/>	Commercial invoice <input type="checkbox"/>	Certificate of Origin <input type="checkbox"/>	Consular Invoice <input type="checkbox"/>
<p>The Agent acknowledges receipt to the above instructions by the Customer. This acknowledgement does not constitute an Acceptance of the instructions by the Agent. Acceptance of the instructions will be made by way of the issue of the Agent's House Air Waybill, House Airbill, Air consignment Note or the Air Carrier's Air Waybill or other such similar documents.</p> <p>Where goods or documents are delivered to and accepted by the Agent before the Agent accepts the Customer's instructions, no liability whatsoever for such goods or documents will be accepted by the Agent. If, however, the Agent is held to be liable, all the provisions of limitation of liabilities specified in the Conditions of Contract overleaf will apply. The Customer shall reimburse the Agent with all expenses and costs incurred and will indemnify the Agent for all losses and liabilities howsoever caused.</p>		<p align="center"><b>Shipper's Declaration</b></p> <p>1. The Customer declares that all descriptions, values and other particulars furnished herein are accurate and complete. The Customer undertakes to indemnify the Agent against all losses, damages, expenses, fines and any other liabilities whatsoever arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence.</p> <p>2. The Customer declares that pursuant to Condition 15 of the Conditions of Contract overleaf it shall be responsible for all charges and expenses relating to the goods whether or not the charges and expenses are to be prepaid or collected.</p> <p>3. The undersigned authorized officer of the Customer hereby declares that he/she has read the Conditions of Contract overleaf and the terms and conditions appearing on this page and that he fully understands them and agrees on behalf of the Customer that they should be from part of the contract which, upon acceptance to the above instructions by the Agent, will be concluded between the Customer and the Agent.</p>	
Signature and stamp		Signatory's Name in Block Letters	
Date _____ (Month/Day/Year)		Signature and Stamp	
		Date:	