

MALLORY ALEXANDER (ASIA PACIFIC) TERMS AND CONDITIONS OF SERVICE

文洛 历山（上海）国际货运代理有限公司 标准服务条款

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

1. Definitions.

- (a) "Company" shall mean MALLORY ALEXANDER (ASIA PACIFIC), its parent companies/subsidiaries/branches, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Company is rendering service, as well as its principals, agents and/or representatives, including but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. **It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;**
- (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
- (e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

2. Company as agent. The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services, both domestically and internationally, or other logistics services in any capacity other than as a carrier. Company acts as an independent contractor.

3. Limitation of Actions.

- (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within the following number of days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
 - (i) For claims arising out of ocean transportation, immediately if visible or if not visible within three (3) days from discharge/delivery;
 - (ii) For claims arising out of brokering domestic motor carrier transportation, immediately or within seven (7) days from delivery;
 - (iii) For claims arising out of air transportation, within seven (7) days from date of delivery;
 - (iv) For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five (75) days from the date of liquidation of the entry(s);
 - (v) For any and all other claims of any other type, within seventy-five (75) days from liquidation or the date of loss or damage.
- (b) All suits against Company must be filed and properly served on Company within one (1) year of the date of loss or damage.

4. No Liability For the Selection or Services of Third Parties and/or Routes. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

5. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

6. Reliance On Information Furnished.

- (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U. S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf;
- (b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation, delivery orders and/or other required data to the United States and/or a third party, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.
- (c) Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to the steamship lines. The Customer agrees that it shall indemnify and hold the Company harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable statements of the weight provided by the Customer or its agent or contractor on which the Company relies.
- (d) Customer acknowledges that it is required to advise Company in advance of its intention to tender hazardous material goods and that it will otherwise comply with all federal and international hazardous material regulations.

7. Declaring Higher Value To Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

8. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

9. Disclaimers; Limitation on Liability.

- (a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;
- (b) Subject to (c) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties;
- (c) In connection with all services performed by the Company, Customer may obtain additional liability coverage for cargo loss or damage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefore, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).
- (d) In all events, the Company's liability shall be limited to the following:
 - (i) where the claim arises from activities other than those relating to customs business, \$50.00 per shipment or transaction, or
 - (ii) where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;
- (e) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, even if it has been put on notice of the possibility of such damages or for the acts of third parties.
- (f) With respect to domestic transportation, Company shall not be liable for a motor carrier's failure to maintain insurance or for the accuracy of any documentation furnished by a motor carrier to Company or Customer evidencing said coverage.

10. Advancing Money. All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

11. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, costs, penalties and/or attorneys' fees arising from the importation or exportation of Customer's merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws or regulations, and further agrees to indemnify and hold the Company harmless against any and all liability; loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company. Such indemnification and hold harmless shall include all claims and costs arising directly or indirectly as a result of actions the Company is required to take pursuant to customs regulations to report to CBP when the Company separates from or cancels representation of a Customer as a result of determining, in the Company's judgment, that the Customer is intentionally attempting to use the Company to defraud the U.S. Government or commit any criminal act against the U.S. Government.

12. C.O.D. or Cash Collect Shipments. Company shall use reasonable care regarding written instructions relating to "Cash/Collect" on "Deliver (C.O.D)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

13. Costs of Collection. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.

14. General Lien and Right To Sell Customer's Property.

- (a) Company shall have a general and continuing lien on any and all property and documents relating thereto of Customer coming into Company's actual or constructive possession, custody or control or enroute, which lien shall survive delivery, for all charges, expenses, or advances owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. Customs duties, transportation charges, and related payments advanced by the Company shall be deemed paid in trust on behalf of the Customer and treated as pass through payments made on behalf of the Customer for which the Company is acting as a mere conduit.
- (b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.
- (c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

15. No Duty To Maintain Records For Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulations(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

16. Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post-Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

17. No Duty To Provide Licensing Authority. Unless requested by Customer in writing and agreed to by the Company in writing, Company shall not be responsible for determining licensing authority or obtaining any license or other authority pertaining to the export from or import into the United States.

18. No Duty To Serve as a Party to the Transaction. Unless requested by Customer in writing and agreed to by an officer of the Company in writing, Company shall not be construed as a party to the Transaction including but not limited to manufacturer, seller, buyer, importer, importer of record, exporter, with any attendant obligations or responsibilities pertaining to the export from or import of merchandise into the United States or transactions in connection therewith.

19. Preparation and Issuance of Bills of Lading. Where Company prepares and/or issues a bill of lading, Customer or its agent shall supply to Company the marks necessary to identify the goods, the number of pieces, packages, the quantity, weight, and apparent condition of the goods. Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the information supplied by Customer.

20. No Modification or Amendment Unless Written. These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

21. Compensation of Company. The compensation of the Company for all its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers, and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges.

22. Force Majeure. Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Company or its sub-contractors, including but not limited to: (i) acts of God, including flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) breaches of cyber security including but not limited to cyber outages or attacks; (iii) war, hijacking, robbery, theft or terrorist activities; (iv) incidents or deteriorations to means of transportation, (v) embargoes, (vi) civil commotions or riots, (vii) defects, nature or inherent vice of the goods; (viii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (ix) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; (x) strikes, lockouts or other labor conflicts. In any such event, Company reserves the right to amend any tariff, negotiated freight, or logistics rates, on one day's notice, as necessary to provide the requested service.

23. Severability. In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

24. Governing Law; Consent to Jurisdiction and Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of TN without giving consideration to principles of conflict of law. Customer and Company:

- (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of TN;
- (b) agree that any action relating to the services performed by Company, shall only be brought in said courts;
- (c) consent to the exercise of *in personam* jurisdiction by said courts over it, and
- (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

25. Except for Customs entries and duties, we are independent contractors.

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文洛历山（上海）国际货运代理有限公司 标准服务条款

本《标准服务条款》（下称“本条款”）构成于“公司”与“客户”间**具有法律约束力**的合同。“公司”在提供服务时出具了包含适用于该等服务的本条款之文件的，本条款既适用于前述服务；其他文件中记载并规定有相同条款的，应同样适用于出具该等其他文件的服务。

1. 释义

- (a) 就本条款所称“公司”，系指**文洛历山（上海）国际货运代理有限公司及其母/子公司、分支机构、关联公司、代理人和/或代表**；
- (b) 就就本条款所称“客户”，系指公司为其提供服务的人及其委托人、代理人和/或代表，包括但不限于托运人、进口商、出口商、承运人、担保方、仓储商、买方和/或卖方、托运人的代理人、保险人和承保人、散装货代理人、收货人等。**客户应负责向前述代理或代表提供本条款的通知及副本**；
- (c) “文件”是指直接或间接从客户处收到的所有信息，不论纸质或电子形式；
- (d) “海运中介（OTI）”应包括“海运货代”和“无船承运人”；
- (e) “第三方”应包括但不限于以下各方：“承运人、卡车司机、驳船夫、货代、海运中介、报关行、代理、仓管员和其他受托运输、搬运、装卸和/或交付和/或仓储的人或其他”
2. **公司为代理人**。公司作为客户的代理人履行有关货物入境和放行、入境后服务、获得出口许可证、代表客户提交出口和安全文件以及及与政府机构的其他往来的职责，或以承运人以外的任何身份安排国内货国际的运输服务或其他物流服务。公司作为独立承包商行事。

3. 行为限制

- (a) 除有特定法律法规或国际公约相关规定外，针对公司的所有潜在或实际损失的索赔须以书面形式提出，并在引起该索赔的事件发生后如下天数内由公司收到；对客户提出的任何诉讼或行为，公司有权以未能及时收到前述通知为依据作出完整并有效抗辩。
- (i) 海上运输所致索赔，不论损失是否可见或不可见，应自卸货或交货之日起三（3）日内立即提出并送达；
- (ii) 国内汽运所致索赔，应自交货之日起七（7）日内提出并送达；
- (iii) 空运所致索赔，应自交货之日起七（7）日内提出并送达；
- (iv) 对于因准备和/或提交进口报关单而产生的索赔，在报关单清算之日起七十五（75）日内提出并送达；
- (v) 对于任何其他类型的索赔，索赔方须自海关审结之日或货物灭失/损坏发生之日起75日内提交书面索赔通知并送达本公司。

- (b) 所有针对公司的诉讼必须在损失/损害之日起一（1）年内提交并恰当送达公司：

4. **对第三方和/或路线的选择或服务不承担责任**。除非服务由客户明确书面指示聘用的个人或公司履行，否则公司应当合理注意地选择第三方，或选择进行装卸、运输、清关和交付所应遵循的方式、路线和程序。公司有关选择的特定个人或第三方公司提供有关货物的服务的建议，不应视为公司保证或声明该个人或该第三方公司将提供此类服务，公司也不对任何因第三方和/或其代理人的作为和/或不作为承担义务或责任，也不对发生于由第三方和/或其代理人保管或控制的运输中货物发生的任何延迟或丢失承担责任；与第三方行为有关的所有此类索赔应单独针对该方和/或其代理提出；与公司有关的任何此类索赔，公司合理配合客户，客户应就公司由此所受任何费用或成本负责。

5. **报价不具约束力**。公司向客户提供的费用、关税税率、运费、保险费或其他收费报价仅供参考，如有变更不另行通知；除非公司书面同意按报价单中规定的具体费率或金额处理或运输货物，且公司与客户之间通常应付款安排，否则任何报价对公司均无约束力。

6. 提供信息的可靠性。

- (a) 客户认可须审查所有准备和/或提交美国海关和边境保护局、其他政府机构和/或第三方的文件和申报，并将立即告知公司其代表客户提交的任何申报或其他呈件中的任何错误、差异、不正确陈述或遗漏；
- (b) 在准备和向美国和/或第三方提交海关条目、出口报关单、申请、担保文件、文件、交货通知和/或其它要求的数据时，公司依赖于客户提供的文件（无论是书面形式还是电子形式）和所有信息的正确性；客户应合理注意确保所有此类信息的正确性，并应赔偿并使公司免于遭受因客户未能披露信息或客户或其代理、代表或合同方的任何错误、不完整或虚假声明而产生的任何及所有索赔和/或责任或损失。客户同意，客户对披露货物进口、出口或入境所需要的任何信息负有不可推卸的积极责任。
- (c) 客户确认并知悉，其必须提供由经核准和认证设备获得的所有将交由轮船公司的货物的核实重量，并声明公司有权依赖这些重量的准确性，并作为客户的代理人进行会签或背书，以便向轮船公司提供经认证的重量。客户同意其应赔偿公司并使公司免受任何公司所依赖的，因客户或其代理人或承包商所提供的不正确或存在问题的重量声明而产生的索赔、损失、罚款或其他费用。
- (d) 客客户确认其已被要求须将有关委托危险品货物的计划提前告知公司且确认遵守有关危险品的所有联邦和国际规定。

7. **向第三方申报更高价值**。接受货物委托的第三方可能会限制其对损失或损坏的责任；公司只有在收到客户的特别书面指示后才会要求超额保险，客户必须同意支付因此产生的任何费用；在没有书面指示或第三方拒绝更高申报价值的情况下，公司有权自行决定是否将货物交给第三方，并适用第三方的责任限制条款和/或服务条款和条件。

8. **保险**。除非客户书面要求且公司已书面确认，否则公司没有义务为客户代为购买保险；在任何情况下，客户应支付与购买所要求的保险有关的任何保费和其他费用。

9. 免责声明；责任限制。

- (a) 除以下特别规定外，公司就其服务从未做出任何明示或暗示的保证；
- (b) 在遵守以下第(c)项规定的前提下，客户同意，就公司提供的任何和所有服务，公司仅对其疏忽行为负责，且该疏忽行为须是客户受到包括客户货物的损失或损害在内的任何损害的直接近因，公司在任何情况下均不对第三方的行为负责；
- (c) 对于公司提供的服务，客户可获得额外责任保险，不超过实际或申报的货运或交易价值的额外责任保险，但客户需支付相应费用并提出请求，且该请求必须在其相应交易的服务提供之前得到公司的书面确认。
- (d) ©任何情况下，公司的责任仅限于以下方面：
- (i) 如果索赔是由海关业务以外的活动引起的，公司就每次货运或交易的赔偿限额为 50.00 美元，或
- (ii) 如果索赔是由与“海关业务”有关的活动引起的，则公司的赔偿限额为每次通关50.00 美元或客户就该次通关向公司支付的通关代理费，以数额较低者为准；
- (e) 在任何情况下，公司均不对衍生的、间接的、附带的、法定的或惩罚性的损害承担责任，即使公司已被告知可能发生此类损害或此种损害由第三方的行为造成。
- (f) 有关国内运输，公司不对陆运承运人未能维持保险或其提供给公司或客户证明前述保险的任何文件的准确性负责。
10. **预付款**。所有费用必须由客户预付，除非公司以书面同意向客户延长信贷期；就一起特定交易向客户提供信贷不应视为公司放弃本规定下的权利。
11. **赔偿/负责**。客户同意赔偿、维护并使公司免于承担因客户商品进出口和/或客户的任何行为

违反任何联邦、州和/或其他法律或规定的任何行为，包括但不限于清关、出口或客户或其代理或代表提供的担保数据的准确性，而引起的任何索赔和/或责任、罚款/金、费用、处罚和/或律师费用，并进一步同意赔偿并使公司免于承担任何责任、损失、损害、费用、索赔、处罚、罚金/款和/或费用，包括但不限于公司此后可能因此类索赔而招致、遭受或被要求支付的合理的律师费；如公司被提起任何索赔、诉讼或程序的，应按客户在公司记录在册上的地址以邮件的方式向客户发出书面通知。上述赔偿并使公司免于承担任何责任、损失、损害、费用、索赔、处罚、罚金/款和/或费用，应包含公司自行判断客户正有意试图利用公司违反美国政府或针对美国政府实施犯罪活动并依此自行决定拆分或解除代理客户所托事项时，客户依海关规定被要求向CBP报告直接或间接导致的所有索赔和费用。

12. **货到付款或到付现金货运**。公司应合理注意关于“货到付款”货运、银行汇票、本票和/或保付支票、信用证和其他类似付款单证上的书面指示和/或关于收款的指示，但公司不就银行或收货人的拒绝付款承担任何责任。

13. **收款费用**。在涉及拖欠公司款项的任何争议中，公司有权收取所有收款费用，包括合理的律师费和年利率为15%或法律允许的最高利率（以较低者为准）的利息，除非公司同意更低金额。

14. 一般留置权及出售客户财产的权利。

- (a) 对于公司实际或推定占有、管理、控制或留置权将在交付时存在之在途的客户任何/所有财产和与此财产相关的所有/任何文件，公司均享有一般和持续的留置权，以收回公司在主张留置权的装运货物及其之前的装运货物和/或两者上客户所欠的所有费用、支出或预/垫付款项，以及海关税费、运输费用以及应视为公司受托管代客户支付和公司仅作为中转人代客户所为转移支付而由公司预付的相关款项；
- (b) 公司应向客户发出书面通知，说明其行使留置权的意图、应付和欠款的确切金额以及任何持续的仓储费或其他费用；客户应就公司的权利和/或行使留置权的情况通知其装运货物有利害关系的所有各方。
- (c) 除非客户在收到留置权通知后三十（30）日内向公司交纳现金或即期信用证，或如对应付金额有争议的，提供相当于应付总金额110%的可接受保证金，以公司为受益人，保证所欠款项的支付并加上所有应计或将计的仓储费；否则公司有权公开或非公开销售或拍卖这些货物，并将应付费用的任何所剩净收益退还给客户。

15. **不负有为客户保存记录**。客户认可，根据所适用的关税法的508、509号章节及其修订（19 USC§1508 and 1509），客户有义务并应作为唯一责任人负责保存海关和/或美国其它法律法规要求的所有记录；除非另有书面约定，公司仅保存法律和/或法规要求其保存的记录，但不充当客户的“记录保存人”或“记录保存代理”。

16. **获取有约束力的裁决、提出抗议等**。除非客户书面要求并经公司书面同意，否则公司没有义务采取任何海关放行前或放行后的行动，包括但不限于获得有约束力的裁决、通知清算、提交申请和/或抗议等。

17. **无义务提供许可授权**。除非客户书面要求并经公司书面同意，否则公司不负责确认许可授权机构或获取与美国出口或进口到美国有关的任何许可或其他授权。

18. **无义务作为货物交易的一方**。除非客户另有书面要求且经客户的一位管理人员书面同意，否则公司不得视为货物交易的一方，包括但不限于制造商、卖方、买方、进口方、登记进口方、出口方，且不得视为负有与货物自美国进出口或与之相关交易有关的任何附带义务或责任。

19. **提提单的缮制与签发**。在公司缮制和/或签发提单时，客户或其代理应向公司提供区分货物所需批注及货物的件数、包数、数量、重量和外表状况。公司没有义务在提单上注明件数、包数和/或箱数等；除非客户或其代理人以书面形式明确要求，且客户同意支付费用，否则公司应依据并使用由客户提供的信息。

20. **非经书面同意，不得修改或修订**。本条款只能由客户和公司经书面签署形式进行修改、变更或修正；任何试图单方修改、变更或修正本条款的行为均属无效。

21. **公司赔偿**。公司对所有服务的赔偿应包括在由公司选择的所有承运人和其他代理运输和处理货物的费率和费用之内，并且此种赔偿应排除公司从承运人、保险人和其他与货运有关联的人处所收到的与装运有关的任何经纪费、佣金、股息或其他收入。就海运出口，公司提供所有分摊费用的详细明细表，以及与这些费用有关的每份相关文件的认证/公证复印件。

22. **“不可抗力”**。对于因公司或其分包商无法控制的情况（包括但不限于以下情况）造成的全部或部分损失、损害、迟延、错误或未交付或未履行其在协议项下的责任，公司概不负责：(i) 天灾，包括洪水、地震、龙卷风、风暴、飓风、停电、传染病或其他严重健康危机或其他自然灾害；(ii) 网络安全漏洞，包括但不限于网络中断或攻击；(iii) 战争、劫持、抢劫、盗窃或恐怖活动；(iv) 运输工具事故或恶化；(v) 禁运；(vi) 内乱或暴动；(vii) 货物缺陷、性质或固有缺陷；(viii) 客户、托运人、收货人或可能与货物有利害关系的其他任何人的行为、违约或不作为；(ix) 任何政府或其任何机构或分支机构的的行为，包括拒绝或取消任何进出口或其他必要的许可证；(x) 罢工、停工或其他劳资冲突。上述任何情况下，公司保留提前1天通知修改任何费率、已定运费或物流费率的权利，且此为公司向客户提供约定服务的前提权利。

23. **可分割性**。本条款的任何段落和/或部分被认定为无效和/或不可执行的，则在此情况下，本条款的其余部分仍应完全有效。公司通过行为或其他方式就本协议任何条款弃权的，不应视为对该条款的进一步或持续弃权，也不应视为对本条款任何其他条款的弃权或无效。

24. **准据法、同意管辖和地点**。本条款和双方之间权利义务不考虑法律冲突原则应依美国田纳西州法律解释。客户和公司：

- (a) 不可撤销地同意争议由美国田纳西州法院和地区法院管辖；
- (b) 不同意任何与公司提供的服务有关的任何损失应向前述法院递交；
- (c) 同意对人管辖权由前述法院行使；
- (d) 并不同意执行裁决的任何诉讼可在任何管辖法院提起。

25. 除除海关入境和关税相关服务外，我们仅为独立承包商。