

STANDARD CONDITIONS OF CARRIAGE

Terms and Conditions:

By giving your shipment to ROYALE CHINA for carriage, you agree to all the terms stated herein. No one is authorized to modify the terms of our agreement. All services provided by ROYALE CHINA, including those provided through agents, are subject to and governed by these Terms and Conditions and the terms and conditions contained in the Standard Conditions of Carriage, and will be billed in accordance with ROYALE CHINA's specified rates. In the event of an inconsistency between these Terms and Conditions and the terms and conditions contained in the airway bill, these Terms and Conditions will govern to the extent of such inconsistency.

By the Conditions set out below, ROYALE CHINA and its servants and agents are firstly NOT LIABLE AT ALL FOR CERTAIN LOSSES AND DAMAGES; and secondly, if they are to be liable, THE AMOUNT OF LIABILITY is in all circumstances LIMITED TO THE AMOUNT STATED, THE MAXIMUM AMOUNT OF LIABILITY IS RMB 1,000.00 PER COURIER WAYBILL. Customers are therefore advised to seek their own insurance coverage in any area in which liability and fault are not clearly accepted by ROYALE CHINA.

1. ROYALE CHINA shall in these conditions include ROYALE CHINA and their respective associate and subsidiary companies and appointed agents in the country of domicile of the customer.
2. Any business undertaken by ROYALE CHINA is carried out subject to the conditions hereinafter set out, each of which shall be deemed to be incorporated, in and to be a condition of any agreement whether written, oral or implied between ROYALE CHINA and a customer. ROYALE CHINA shall not be bound by agreement supporting to vary these conditions unless such agreement shall be in writing and signed on behalf of ROYALE CHINA by a competent officer thereof. In absence of any such written agreement to the contrary these conditions shall constitute the entire agreement between ROYALE CHINA and each of its customers.
3. ROYALE CHINA is not a common carrier and will only carry goods subject to these conditions which can only be altered by written agreement with ROYALE CHINA. ROYALE CHINA reserves the right to refuse the carriage, or transportation of any goods for any person, firm or company and the carriage or transportation of any class of goods at its discretion.
4. ROYALE CHINA undertakes, subject to payment in accordance with rates notified to the customers, from time to time to carry the customer's goods between ROYALE CHINA and individual customers. ROYALE CHINA procedure and by successive carriers and according to its own handling, storage and transportation methods.
5. ROYALE CHINA will notify customers from time to time of any materials which are not accepted by ROYALE CHINA for carriage (and in this regard see Clause 13). Where customers are supplied by ROYALE CHINA with a pouch, it is the customer's responsibility to place all goods for carriage in that pouch which will be collected from the customer's premises or as otherwise agreed by ROYALE CHINA representative for onward transmission.
6. Any rates quoted by ROYALE CHINA for carriage are exclusive of Value Added Tax, where applicable but are inclusive of, local airport taxes, which taxes constitute the total liability of ROYALE CHINA in connection with export taxation or outlays in respect of carriage of the customer's goods. Quotations are given on the basis of immediate acceptance and are subject to right of withdrawal or revision with or without notice.
7. The customer is liable for all losses, damages and expenses arising as a result of its failure to comply with its obligations hereunder or as a result of its negligence. ROYALE CHINA will not be liable for any penalties imposed or loss incurred due to the customer's goods being impounded by customs or similar authorities and customer hereby indemnifies ROYALE CHINA against any such penalty or loss. ROYALE CHINA accepts no responsibility for incorrect packing or damages to good or goods consigned unless such damages can be proven to have arisen through the gross negligence of ROYALE CHINA, its servants or agents. It is the sole responsibility of the customer adequately each consignment of goods to enable effective delivery to be made. ROYALE CHINA shall not be liable for delay in delivery or forwarding resulting from its customer's failure to comply with its obligation in this respect.
8. ROYALE CHINA reserves the right to inspect the goods consigned by its customer to ensure that all goods or particular items are capable of carriage to the country of destinations within the standard operating procedures, customer declaration and handling methods of ROYALE CHINA. In making this reservation ROYALE CHINA does not warrant that any particular item to be carried is capable of carriage without infringing the law of any country or state from to or through which the item may be carried.
9. ROYALE CHINA will only carry goods which are the property of the customers and the customer warrants that it is authorized to accept and is accepting these conditions not only on behalf of itself but also as agent for and on behalf of all other persons who are or may thereafter become interested in the goods. The customer hereby undertakes to indemnify ROYALE CHINA against any damages, costs and expenses resulting from any breach of this warranty.
10. ROYALE CHINA is responsible for the customer's goods whilst they are within its custody or control and shall be liable subject to Clause 11 hereof for loss sustained by the customer due to damage or loss of the goods whilst under ROYALE CHINA custody of control provided that such loss or damage was due to the negligence of ROYALE CHINA, its servants or agents. Save as aforesaid ROYALE CHINA shall be under no liability in respect of the goods carried by it and in particular shall not be liable, for consequential loss however the same shall rise. That parties agree that consequential loss shall be deemed to be included without restriction commercial financial or other direct loss including loss of interest and utility. Whilst ROYALE CHINA will try to deliver document in accordance with any agreed schedule ROYALE CHINA will not be liable for delay or non-performance of any carriage.
11. (a) ROYALE CHINA shall not be liable for or in respect of any loss or damages suffered by the customer howsoever caused or arising and without reason or on account of loss or damages or goods, destruction of goods damages, deterioration, contamination, evaporation, cancellations, or delays in scheduled air flights, in customs procedures or any internal remailing or any other means of non-forwarding in or to overseas countries, war, invasion, acts or foreign enemies, hostility (whether war be declared or not), civil war, rebellion, insurrection military or usurped power, confiscation, nationalism, or under the order of any Government or public or local authority.
(b) ROYALE CHINA shall not under any circumstances be liable for loss or damages resulting from or attributable to any question, statement representation of information whether oral or in writing however wheresoever or to whomsoever made or given by or on behalf of the Company of by any servant, employee or agent of the Company as to the classification of or liability for amount, scale or rate of or as to whether any goods or property are such that the Company shall commit any breach of the laws of the country where the shipment is presented to ROYALE CHINA for carriage.
(c) ROYALE CHINA does not give any advice with respect to the provisions of any Act of parliament or rules or regulation made thereunder or of any subordinate or autonomic legislation of whatsoever type or kind, or represent or advise that any action by it or on its behalf complies or will comply with such provisions. This Company does not claim that it possesses that standard of competence or its prepared to exercise the diligence generally shown by persons who carry on the business of giving advice of the kind herein before referred to. The Company is not acquainted with the standard or capable of complying with it and has no appreciation of the native and magnitude of the loss which the customer may sustain, if the Company does not comply with such provisions.
12. Any claim brought by a customer against ROYALE CHINA, in respect of duties and liabilities hereunder must be notified by the customer to an office of ROYALE CHINA in writing within 28 days of the day when the goods should have reached their destination. No claim may be made against ROYALE CHINA outside the time limit.
13. ROYALE CHINA will not carry (in addition to those items mentioned in Clause 3 hereof) dangerous, hazardous, combustible or explosive material, gold and silver bullion, coin, dust, cyanides, precipitates of any form of including commercial cargos or industrial diamonds, currency (paper or coin) of any nationality, uncancelled postage or revenue stamps, blank or endorsed bank cashier's cheques, money orders or traveler's cheques, negotiable securities, letter, antiques, pictures, livestock or plants and in the event that any customer should consign such items with ROYALE CHINA the customer shall indemnify ROYALE CHINA for all claim, damages and expenses arising in connection therewith and ROYALE CHINA including the right to abandon carriage of the same immediately upon ROYALE CHINA having knowledge that such item infringes these conditions.
14. ROYALE CHINA is not an air transport undertaking within the Warsaw Convention 1929 and subsequent air carriage treaties and legislation and act as agent for its customers when consigning goods with a particular airline for onward carriage, and without prejudice to its general right of subrogation hereunder ROYALE CHINA shall have the right to recover compensation from any airline for loss, damages or expenses which ROYALE CHINA shall either incur itself or which loss, damages or expenses shall have, accrued to a customer hereunder
15. All Agreements between ROYALE CHINA and its customers shall be governed by local Law and within the exclusive jurisdiction of the local Courts.
16. The customer who violates the rules stated in this document or below is eligible to compensate all the losses and damages to ROYALE CHINA.
 - Information provided by customers or its representatives shall complete and accurate;
 - Customer goods shall be prepared securely by themselves and their representatives;
 - The person, on behalf of the customer prepared the goods for delivery is reliable;
 - Customers shall guarantee no improper interruption while ROYALE CHINA is preparing the delivery; warehousing and transporting the goods for customers;
 - All the information including label, address and packaging of goods prepared for delivery should complete and accurate enough to be recognized under normal condition of delivery;
 - Fully compliance the rules of customs; import and export departments as well as the stated laws and associated conditions; and
 - Agreement has sanction to customer once the order or airway bill signed by customer or its representative

*In case of any discrepancy between the English and Chinese versions, the English version shall prevail. **If there is any dispute, ROYALE CHINA has the ultimate right to make the final decision.

Additional Terms and Conditions:

- A. **FUEL AND SECURITY SURCHARGE** - With effect from 2004, all airlines will be charged the Fuel surcharge to all destinations. Please call 4008-871-871 for details.
- B. **VOLUMETRIC WEIGHT** - Where volumetric weight exceeds actual weight, then the volumetric weight will be charged. This is calculated by multiplying the length x width x height of a package (in CMS) and dividing by the IATA approved figure of **6000**.
- C. **RESIDENTIAL DESTINATIONS** - All shipments to residential addresses shall be subject to a **RMB\$100.00** surcharge for details. Please call our customer service hotline on 4008-871-871 for details.
- D. **SPECIAL DELIVERY** - For Special Deliveries, Please call our customer service hotline on 4008-871-871 for details. (This includes deliveries before 09:00am and outside of regular working hours in the respective country.)
- E. **PAYMENT TERMS** - Payment terms - 30 days from invoice date. Any discrepancies in invoice values or shipment values must be raised with ROYALE CHINA with 30 days of the invoice date or full invoice value will be payable. All discount and special terms will be null and void if any payments fall into 60 days arrears. Client is totally responsible for all legal or debt recovery cost.
- F. **COD SHIPMENT** - Collect shipments can be arranged for most destinations; however, it is necessary to notify our staff that the shipment is Cash on Delivery (COD) when placing an order. Furthermore, it is important to note that in the event of the consignee refusing to pay collect charges; the shipper is liable for all shipping charges, as per the agreed tariff. An administration charge of RMB180 plus additional charges in delivery location will be billed to the consignee.
- G. **PO BOX** - ROYALE CHINA is unable to deliver to PO Box addresses unless accompanied by a telephone number and contact name.
- I. **MAXIMUM WEIGHT** - No individual package may weigh more than 30kg, the maximum weight accepted by baggage handling representatives.
- J. **TAX AND DUTIES** - ROYALE CHINA is not responsible for any duties and taxes in the destination country.
- K. **RETURN SHIPMENT** - Returning of shipment/cancellation of delivery before shipment has left Shenzhen will be charged at minimum RMB75.00 or RMB5.0 per kg in which is the highest.
- L. **SHIPMENT RE-DELIVERY** - ROYALE CHINA reserves the right to charge handling fee for multiple re-delivery of same shipment.

付运标准条款

条款与条件:

付运标准条款与条件:「我们」或「我们的」意指“偌亚奥国际货运代理(深圳)有限公司”简称偌亚奥中国,及其附属机构或分公司。把阁下的货件交与我们托运,无论您有否在托运票据上签名,也代表您已接纳下列订明的条款与条件,并同意我们可以转包整项或部份的付运工作。我们的条款与条件亦涉及任何参与收集,运输或送递阁下货件的人士首先根据下列条款,偌亚奥中国、其员工及代理对某特定损失或损坏无须负上任何责任;其次,假如他们须要负责,在所有情况下,赔偿的数额只限于所列明的数额而每份托运货单的最高赔偿额为人民币一千元。因此我们建议客户就偌亚奥中国没有清楚接受责任或过份的任何范畴购买自己的保险计划。

- 在这些条款,偌亚奥中国包括设于客户所属国家的偌亚奥中国,其附属公司和分公司,以及指定的代理。
- 偌亚奥中国履行的任何工作,皆依据下列所订的条款而进行。每项条款都必须纳入偌亚奥中国与客户间达成的书面、口头或暗示式协议内。偌亚奥中国不会受制于支持修改条款的协议,除非有关协议以书面形式达成,并由代表偌亚奥中国的有关人员签署。相反地,在没有任何书面协议下,这些条款将成为偌亚奥中国及其客户之间的整份协议。
- 偌亚奥中国不是普通的托运公司,偌亚奥中国只会付运受制于这些条款的货件,只有获得偌亚奥中国的书面同意,条款才可以修订,偌亚奥中国有权拒绝任何托运,为任何人士或公司运输任何货物,以及运送任何类别的货物。
- 根据与客户协议的收费,偌亚奥中国同意或运送客户货物往返偌亚奥中国及个别客户。
- 偌亚奥中国将不时通知客户有关偌亚奥中国不能付运的任何物品(详情请参考第十三项条款),假如客户获偌亚奥中国提供盛物袋,客户有责任把付运的所有物品放进袋,偌亚奥中国职员将会从客户中心收集货件,或者按偌亚奥中国代表同意的方法运送货件。
- 偌亚奥中国开出的付运收费并未包括所需的增值税,但已包括本地机场税,以及出口关税、离境税或有关付运客户货件所需的任何开支,偌亚奥中国提出的报价以立即接纳为基础,偌亚奥中国有权撤回报价,或在作出通知或缺乏通知的情况下修改报价。
- 假如客户无法履行下列订明的义务或因疏忽而引致损失时,客户须要为所有损失,损毁及涉及的开支负上全责。偌亚奥中国不会负责因海关或有关当局扣押客户货件而征收的任何罚款或导致的损失,在有需要时,客户须要为上述的罚款或损失向偌亚奥中国作出赔偿。偌亚奥中国不会对包装错误或付运货件的损失负上任何责任,除非有证据显示涉及的损失全因为偌亚奥中国,其职员或代理引致。履行义务确保付运顺利是客户的全部责任,偌亚奥中国不会为客户无法履行义务而导致运送失误负责。
- 偌亚奥中国保留权利检查客户托运的货件,以确保所有货件或个别对象可以运送至目的地,并符合偌亚奥中国的一般运作程序,客户声明及处理方法。在保留该权利的同时,偌亚奥中国不保证任何可以付运的对象不会触犯涉及的任何国家的法律。
- 偌亚奥中国只会运送属于客户财物的货件,客户亦须保证代表自己及其它有关人士接纳这?的条款。假如因违反上述保证而引致任何损失费用和开支,客户须要因此向偌亚奥中国作出赔偿。
- 偌亚奥中国对在其保管或控制范围内的客户货件负责,并根据第十一项条款,要为在偌亚奥中国保管或控制范围内,因为偌亚奥中国其职员或代理疏忽而导致客户损失负责。正如上述所列偌亚奥中国对付运的货件无须承担责任,特别是重大损失。有关方面同意重大损失包括商业、金融或其它直接损失,其中包括损失利息及效用。偌亚奥中国尝试依据议定的时间表运送文件,但偌亚奥中国无须为延误或没有执行付运承担责任。
- (a) 对于无故或因下列原因导致客户有任何损失,偌亚奥中国无须承担责任:货件损失、腐烂、受污染、蒸发;飞机班次被取消或延误,海关程序或任何内部再邮寄遭延误;目的地国家发生战争、被侵袭、受外国敌人危害(已宣战或尚未宣战)、发生内战、军人政变或任何政府或人民或本地当权者策动的民族主义运动。
(b) 在任何情况下,偌亚奥中国无须因为公司的代表雇员或代理,在任何场合或向任何人就承担责任的类别赔偿额或幅度,以口头或书面形式所提出的问题或声明而承担责任,无论偌亚奥中国有否违反当地的法例。
(c) 偌亚奥中国不会就任何法例的条款提出任何意见,例如提出任何行动可符合有关条款的建议,偌亚奥中国没有声称拥有这能力又或者准备利用此知识提出意见。偌亚奥中国不熟悉有关法例的准则。假如偌亚奥中国未有依从条文,偌亚奥中国亦不知道客户会有什么损失。
- 假如客户因关税及按此协议订明的责任而向偌亚奥中国提出索偿,客户必须在货件到达目的地后28天内,以书面形式通偌亚奥中国任何一间办事处。超过28天的期限不得向偌亚奥中国提出索偿。
- 偌亚奥中国不会运送(除第三项条款所列物品外)危险易燃或爆炸性物品、金及银条、钱币、粉末、氧化物、任何形式的凝结物,包括商业货物或工业用钻石、任何国家的货币(纸币或辅币)、未废除的邮票、印花税票、空白支票或背书银行本票、支票或旅行支票、流通证?信件、古董、画、牲畜或植物。假如任何客户要求偌亚奥中国付运上述对象,客户须要有所有索偿,损失及开支向偌亚奥中国作出赔偿,偌亚奥中国亦有权拒绝运送此类违反条款的物品。
- 根据1929年华沙公约及其后的空运协议及法例,偌亚奥中国不是航空运输公司,当偌亚奥中国把托运货件交由一间航空公司运输时,偌亚奥中国扮演的角色是客户的代理,但不损其一般代理权,根据有关权利偌亚奥中国有权就其承担的损失或开支,或转介给客户的损失或开支,向任何一间航空公司索偿。
- 偌亚奥中国及其客户签订的所有协议均受本地法律以及本地法庭司法权的约束及管辖。
- 如客户违反有关法律法规或违反以下保证和陈述,客户应赔偿因此而给偌亚奥中国造成的损失和损害:
 - 客户或其代理人提供的所有信息都是完整和准确的;
 - 货物系由客户或其雇员在安全的前提下准备的;
 - 为客户准备货物的人员是可信的;
 - 客户应确保货物在准备,仓储或运输过程中偌亚奥中国免受他人不当干扰;
 - 货物所有标识完整准确,地址清晰,包装妥当,周于一般注意程度下的安全运输;
 - 符合有关海关和进出口的规定,以及其他法律法规的规定;及
 - 运单系由客户或其授权代表签署,本协议对客户具有约束力
- 客户需要缴付所有运费以及收件人无法缴付应付的费用。

*如有任何翻译争议,则以英文版为准。 **如有任何争议,偌亚奥中国绝对有权作出最终决定

附加说明及条款:

- 燃油附加费-由2004年起生效,所有航空公司将会从寄出的货件中征收燃油附加费。如有任何疑问,欢迎致电4008-871-871查询。
- 体积重量-若货件的体积超过该货件的实际重量,将会以该体积计算。依照国际空运协会承认的计算方法,将货品的长度、宽度及高度相乘除以6000。
- 目的地-所有提供的价格是指在某国家的主要城市。所有托运到住宅地址将会收取额外人民币100元附加费,若要求指定时间内派件到郊外范围,将会另行收费。如欲了解详细数据,欢迎于办公时间内随时致电4008-871-871与我们的客户主任联络。
- 急件-如欲了解急件服务的详细数据,欢迎于办公时间内随时致电4008-871-871与我们的客户主任联络。(此项服务包括于当地时间早上九时前或办公时间外派送)
- 付款事项-客户须于收到发票当月内付款。若客户发现发票上有任何问题,请于收到发票日期后一周内通知本公司,于限期内本公司仍未有收到有关通知,将会以发票上的金额收费。若客户于发票日期60天后仍未付款,该账单的所有优惠及折扣将会自动取消,并且完全承担所有法律或追讨的费用。
- 到付托运-大部份的地区均可以供到付托运服务;但必须事先通知本公司,若收件人拒绝支付该运费,托运者将要承担有关运费。
- 出口文件-为加快清关速度,所有非文件的托运必须附上一张发货票,并详述该托运物品的内容(包括数量、成份、型号、品牌及价值)、托运者及收件者的地址。请确保所有价值均以美元计算,托运者有义务提供海关要求的清关文件。
- 信箱投递-偌亚奥中国无法派送到任何残缺收件人的姓名及联络电话的邮箱地址。
- 最高重量-每箱独立货件不可超过30公斤,如欲了解有关可接受行李的最高重量,欢迎于办公时间内随时致电4008-871-871与我们的客户主任联络。
- 关税及税-偌亚奥中国不承担目的地国家的任何关税及税。
- 退货-任何托运离开深圳前,若客户要求退货或取消有关托运,偌亚奥中国将收取人民币50元或每公斤5元计算的退货费,以最高金额为准。
- 二次投递-偌亚奥中国将保留向再次或多次托运同一货件之客户收取额外手续费的权利。

联系我们:

偌亚奥国际货运代理(深圳)有限公司
 Royale International Freight Forwarding Agency (Shenzhen) Ltd

全国免费服务热线: 4008 871 871
 电话: +86 (755) 8394 3033 传真: +86 (755) 8394 3133
 一般查询: szx.cs@royaleasia.com 销售部: royalechina@royaleasia.com

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