**International Freight Forwarding Agreement**

**Party A**：Guangzhou ATY International Logistics CO.,LTD/广州通照国际物流有限公司
Registration No：9144 0101 MA59 G3LU 9N(China)
Address: Room 523, No 38 ShiShan Road, Huangpu District, Guangzhou City, China

**Party B**: Customer who has business with ATY company
Registration No：
Address:
Attn:

Party A and party B have reached below international transportation agreements on the basis of equality, voluntariness and unanimity through communications,

**Article I: Scope**

* 1. Party B holds validate business license and keep its validate within this agreement period, if party A, Guangzhou ATY International Logistics CO.,LTD (Here below is ATY) has any loss or bad result caused by party B illegal operation, party B will bear the responsibility. Party B entrusted cargo for shipment should be met related laws and regulations. During operation, both sides should obey laws and regulations from China, transit country, destination country and related districts.
	2. Party B entrust party A international transportation and party A accept this entrustment.. According to instruction from party A by booking form, email or other message, party B completes related logistics and document operation.
	3. In order to complete entrustment, party B is responsible to provide necessary and true documents and data, if such lack and mismatch lead to fail to operate, party A will be not responsible on that, and in further, according to this agreement, even if fail to do, the charges party B should pay party A and related cost that actually have happened in this entrustment will not be exempted by these reasons.

**Article II. Both party rights and obligations**

* 1. **Party A rights and obligations**
		1. According to entrustment message from party B and inco-terms request, party A should on time complete full or part of job like book, arrange delivery, customs declaration, loading and do others related jobs.
		2. After flights message released from airlines, party A should notify party B on time. Once cargo on arrival of warehouse, party A should prepare air waybill or related documents on time too, and then sends related document to party B for confirmation, party B should confirm it on time and if no objection from party B in 1 working day, party A will regard party B agree.
		3. Party A should send related document to party B after cargo departure, party B should confirm receive such documents once received.
		4. Party A should keep well party B’s document and return it to party B or party B assigned third party.
		5. In case can’t ship smoothly caused by airline or cargo terminal, included but not limited flight delay, flight cancel, temporary pull, pull in transit port, wrong unloading, miss, has cargo while no document, has document while no cargo, party A will not bear responsibility, but needs to feedback such message on time to party B and push airline to take related remedial measures.
		6. In case cargo loss, miss, damage or delay happened in airline control, force majeure or other reasons which are not directly by party A fault, party A doesn’t bear responsibility but needs to assist party B to claim to carrier.
		7. If party A issue air waybill on behalf of carrier, party A has related rights, exemption, responsibility exemption and limit endowed by related laws and international rules.
		8. Estimated transit time. Due to impact by weather/inspection and so on, all are subject to actual run. Party A will try expedite delivery but doesn’t bear customer sales order loss etc responsibility caused by delay (subject to carrier terms).
	2. **Party B rights and obligations**
		1. Party B should provide complete, meet request, exact and true written booking message for shipment, included but not limited shipper name, description, specification, pieces of package, gross weight, CBM, destination airport, shpt date, air freight price, payment means and other special requests. All responsibility and costs caused by incomplete, wrong or false message will be beard by party B.
		2. The booking should have chop of company’s, business’s or special booking’s and operation staff signature. If no chop, party A can reject till request met from party B. If based on reasonable trust, party A accept party B’s booking without chop, party B should admit such business and take responsibility too.
		3. In case have special operation requirement, such as valued cargo, afraid of extruded cargo, fragile, chemicals, frozen products, refrigerated storage items, dangerous cargo, live animals, party B must show in booking of description, preventive measure, loading/unloading, put and others detailed requests. If no written instruction, party A will regard it as normal cargo, all loss and responsibility caused by that will be beard by party B.
		4. According to description, related certification and license from government or other authority maybe needed, if failure to provide by party B, party A will not bear responsibility.
		5. Party B should handover cargo according to agreed means, time, and venue, and packed well suitable for transportation. If damage or delay caused by improper package, party B will bear responsibility.
		6. In case party B entrust party A for customs declaration, part B should provide correct, true and full documents, party B should assure to keep message matched among document and documents, document and cargos. If special case(such as customs inspections) happened in declaration, party A should notify party B, and if further message required, party B should provide on time. If customs declaration delay, penalty by incorrect message or delay provision from party B, party B will bear related responsibility, as for cost and customs duties which has happened in party A, party B should pay party A too.
		7. In case party B cancel or revise booking, party B should send written notice with confirmation from party A of such message received. Party A should support on that, although party A agrees, party A still can’t assure can do. However, even though can’t, party B should provide necessary documents and bear related costs, and can’t reject to pay those that should pay to party A.
		8. Party B assure no any inflammable, explosive, or prohibited to export cargo in the shipment. In any case party A can reject dangerous cargo, valued cargo, bone ash, live animal or, prohibited or restricted for transportation by laws and regulations from departure, in-transit or destination countries or other authorities. Even if party A accept the booking, it doesn’t mean party A will bear possible risk, cost, loss and responsibility.
		9. Any revision after flight departure from party B, included but no limited, payment type change, revision of air waybill, change cargo handling means, should be noticed 10 hours before flight arrival of destination airport, party A will try to coordinate with airline to meet party B request, party B will bear all related cost. If airline doesn’t agree to revise, party A doesn’t bear responsibility.
		10. Party B should on time and fully pay to party A according to this agreement, in case party B breaks payment agreement, party A can lien or hold cargo or documents till party B completes all payment, all legal consequence or pecuniary loss will be taken by party B.
		11. Pay freight cost and related costs.
		12. In case cargo delay, loss, miss, damage, detain and fines, if not caused by party A directly, party B will bear all responsibility, and those cost as well as working fees(including party A pay to third party in advance for this shpt) which party B should pay to party A will not be exempted.
		13. All booking message and documents will be regarded party B’s entrustment on party A, in which all related cost will be taken by party B.
		14. Delivery to customs warehouse or declaration by party B, party A will not bear related cost and responsibility in this period.
		15. Party B correctly signs for goods arrival. Carefully check package qty matched and damage or not etc issues when goods/document delivered, please party B(or it’s supplier/customer/warehouse) must clearly confirm all issues on spot when goods passed at receiving place (unacceptable if not confirm on spot, please do according to notified process), remark such issues on delivery note etc, take all photos of damage, tracking number and so on at the same time. Suggest open to check inner goods quality as well. After that, please email us all above proof in 1 working day to support claim to carrier. Shortage of document, delay report and so on will impact claim or even carrier reject to handle.
		16. Party B supports import. If not specific to door service by party A in advance, all import customs clearance and delivery will be completed by party B or his/her actual consignee(here refer to consignee). In express like DHL/FEDEX/UPS/TNT and so on, although it’s to door service consignee may receive notice requested to support customs clearance sometime. All import license/permit/certificate etc if in need, prepared by actual consignee. Also consignee needs to pay all customs taxes(if have) and receive goods on time. Full responsibility/costs etc will be absorbed by party B if document shortage/lack/delay and delay to pay taxes/receiving etc.

**Article III Freight cost, miscellaneous fees and other fees**

* 1. Party B aggress to pay all cost based on those both sides agreed quotation and miscellaneous fees in written.
	2. If in special case which needs both sides check case by case, it should be reached written agreement before document preparation and stated in quotation or booking message.
	3. For those fees unexpected and collected by 3rd party, included but not limited, customs inspection fee, customs return, storage fees beyond free-storage period, party A will charge to party B by actual happiness and party B can’t reject. In whole transportation process, other relevant parties, who are non-profit stakeholders with party A, such as customs, cargo terminals in airport etc., hereinafter referred to as “relevant parties”, in order to complete delivery it may have reasonable requirements, including but not limited, to add pallet if weight per unit area reaches a certain weight for aircraft safety, add belt to facilitate manual handling in airport, wrap goods in pallet to prevent falling off, temporary space cancellation etc and needs re-schedule. Party A will try to inform in advance and timely notice after occurrence. In order to avoid additional costs etc that may occur in delivery process, if party B phone not connected, time difference and so on that cause can’t notify and get party B confirmation on time, party A has right to accept relevant parties action that according to common practice in international transportation or similar arrangement etc by time selected by party B in origin assignment at first. If there is cost, party B can double check with relevant parties and other logistics companies etc., after getting 3rd party debit note, pictures or documents party A will charge back to party B at cost only. If party B insists that all matters must be approved by him/her and bear all expenses that may occur due to waiting at the same time, please inform party A in first assignment.
	4. In this agreement period, if carrier or transportation industry notify increase or adjust surcharges, party A should notify party B on time, and then increase or adjust related rates, and collect by new rates. In case both sides have separate confirmation, all open business will be collected by new rates.
	5. Insurance, Excuded in quotation. It may have damage/loss etc. (follow up abbreviation damage) in logistics service, this is an objective probability of existence and will happen. Once really occurrence party A will actively support claim to carrier etc under its long process but little compensation amount and maybe too little to cover all damage. In order to best assure customer interest, avoid any dispute, suggest party B issue insurance before goods departure from shipper. If needs party A do on behalf of, normal goods (not fragile etc) insurance rate and cost will be 0.3%\*(Cargo value + Freight cost)\*110% (Min USD25/shipment, really tiny compared to cargo value) under Insurance Company clause including deductible, and then please party B notify in written 2 working hours before goods sent out. Risk Warning has been made here, default email receiver knows and bears itself all possible risks if no insurance.

**Article IV Finance settlement**

* 1. Both sides agree to use below option ONE as settle means:
		1. Case by case, i.e., party B settle all cost or provide guarantee before flight departure, if party B fail to do or not settle/provide on time , party A will hold shpt without any responsibility.
		2. Party A give party B \_ days accounting period with maximum amount of credit of RMB\_ . Check bill and settle means as below,

Party A will issue all bills in last month within first 5 working days of next month, party B needs to confirm the bill in 3 working days, and settle all to below account not later than of each month(by natural month).

* + - 1. If disputes in party A’s bill, party B should notify party A in 3 working days by written message, otherwise, part A regard party B aggress it. After double check and agreed by both sides, party A should re-issue correct bill, and party B re-confirm that in 1 working days and then settle all in 3 working days.
			2. When accounts receivable reaches or soon exceed above maximum credit account , party A has right not to pay at first and require party B to settle all costs at first. After party B settle all, part A will continue to accept booking from party B.
			3. Party A has supplementary right on receivable fees. After both sides settle, if party A finds part of receivable fees is not included, party A has right to add in next month bill and party B should settle next month. At the same case, if party B finds over-pay, party B has right to reduce in next bill too.
			4. In case party B(or its assigned 3rd party) delay to pay, party B aggress party A to hold related documents or cargo till party B settle all. Meanwhile, party A has right to access to court for the settlement, all related cost included but no limited, lawyer fee, legal fare, survey fee and travel expense will be taken by party B. At the same time, 1% late fee of total open cost(Minimum USD15/natural day) will be charged from date of at latest payment date. No matter what reason, if party B files a lawsuit to party A, all related cost included but no limited, lawyer fee, legal fare, survey fee and travel expense will be taken by party B only.
	1. Both side agree to use quoted currency for settlement, otherwise party A agrees, not to change the currency.
	2. Party A will issue commercial freight invoice to party B.

**Article V Claim**

* 1. All claims related one shpt will be based on party B has settle all cost of that to party A.
	2. Party B or its assigned party should give party A enough time and send written report in legal period as well as legal proof, party A will assist party B to claim to airline or related party, with all related cost taken by party B.
	3. In case claim not be accepted not caused by party A or its assigned part, part A will not bear responsibility.
	4. In case of damage or loss directly caused by party A, party B should send written report in legal time as well as legal proof, party A will compensate according to proof and damage report in process by international rule.
	5. In case any damage and loss caused by force majeure, the natural properties of the goods themselves, reasonable loss, default from party B or its appointed consignee, party A will not bear any responsibility. In further, for outside package or cargo damage, shortage or related delay caused by customs or CIQ inspection, party A will not bear responsibility too.
	6. If party A fault leads loss etc, party A will actively take actions to minimize loss, but all compensation is smaller between actual loss and USD0.15/Kg in air/LCL and USD100/1container. Suggest party B issue insurance to avoid.

**Article VI Force majeure**

* 1. Force majeure is the objective condition of unpredictable, unavoidable, uncontrollable, inclusion of earthquake, typhoon, flood, fire and other natural disaster, war, riot, disturbance, martial, government actions and other uncontrollable cases by impacted sides.
	2. In case any party can’t implement by force majeure, it should notify the other party such condition on time with effective proof and take reasonable and effective action to minimize impact and resume it as soon as possible.
	3. In case of force majeure, any party will not bear responsibility from other party by fail or not on time implement this agreement, such case will not be regarded as violation of agreement.

**VII Others**

* 1. As for collect payment shipment, in case consignee not pay or can’t find consignee, party B will take obligation to pay without any condition. On cargo arrival of destination, consignee not pick it on time, waive or can’t be reached, all related cost will be taken by party B, but, in such case, party A has obligation to notice party B immediately to take action to minimize impact and loss expand in further.
	2. Both party agree pieces of package, CBM, weight and chargeable weight are based on data and record from terminal, if actual delivery pieces, weight and CBM mismatched with booking’s, party B should sign on delivery note with party A’s remark of actual one. In case airline finds weight and CBM discrepancy with those in pre-alert message, it’ll be revised by re-weighted data from airline. If party B has objection, can assign person or 3rd party to double check on spot, or on cargo arrival of destination, assign terminal to double check, all related cost will be beard by party B.
	3. Air waybill and ocean bill of lading are not 100% document of title to hold goods, please goods seller and buyer well arrange payment itself, party A don’t bear responsibility due to delivery of goods without bill of lading etc. If accident occurs in sea shipping it may be general average to be borne by party B, suggest party B issue insurance in advance to avoid it.
	4. During cooperation, all message of price, payment by oral or written is regarded commercial secret, both sides should keep secret for other party.
	5. This agreement is applicable to China laws and international convention and rule, if dispute, should negotiated settle, if fail to settle, submit to court of Huangpu district, Guangzhou city, PRC for contract signed or come into effective area in China.
	6. All clauses are fully reviewed and understood by both sides, if disputes, all clauses will be not regarded to one side and against other party.
	7. In case any one clause regarded as un-executable by in-charge court, any other clauses will be still effective.
	8. Once signed, it presents all contract, agreement and memorandum by oral or written agreed by both party prior to that has legal effect too.
	9. This agreement comes to effect with both signature and company chop from both party. The period of this contract is from assignment from party B. After that, if no objection from other party in written 30 days before expiry or early termination by this agreement, it’ll automatic renewal ONE year each time.
	10. Any revision or supplementary should be in written with both signature and chop from both party. It applies to importation/exportation, sea, railway, road and others transportation model.
	11. Party B can send booking, air waybill confirmation and other related jobs via fax, email, both party regard fax, copy and email as original one of such documents with same legal effect. In order to good operation, both sides regard validate of below emails and it’s true meaning if message from those emails by both party.

|  |  |
| --- | --- |
| Party A email | Party B email |
| KimNie@Aty-logistics.com |  |
| shippingservice@aty-logistics.com |  |
| THE END |  |
|  |  |

* 1. If any party would terminate this agreement, it should send written message to other party 30 days in advance. In case open expense, both sides should settle clearly.
	2. The agreement is in two copies of the same form and effect, each party holds one.
	3. Kindly please party B too carefully check air waybill/bill of lading, commercial invoice, packing list, license(if have) and all documents whether they are correct, full, meet request or not within 2 hours after air waybill etc document sent out from party A. If party B doesn’t check above documents on time, all costs will have to be absorbed party B.

**VIII Appendix and attachments**

* 1. When singed it, one party should provide business license to other party；
	2. The appendix and attachment includes：
		1. Attachments:
		Others: (1). Such agreement will be applied to international courier, air freight
		 and ocean shpt too if both party agree such business later.

		 (2). Party B: if party B notify party A related job will be done by shipper or
		 related party, party A regards party B to do. Party B will still have any
		 responsibility of above clauses although acted by 3rd party.
		2. This agreement covers any appendix, attachment which form one complete agreement, if appendix or attachment has discrepancy with it, takes agreement as final one. This agreement has approved by both sides, with company chop and signature. Also this agreement has been input at party A company website www.aty-logistics.com/axw\_list.asp?xwlb\_id=7, if not signed in written, when party B assigns it defaults party B has got it, fully reviewed and contact is in effective.

Party A： Party B：
Guangzhou ATY International Logistics CO.,LTD
广州通照国际物流有限公司
ATY Logistics Group HK Limited

 (Company Chop) (Company Chop)
Authorized representative signature: Authorized representative signature:
Date： APR 20 2019 Date：