

Logistics Term & Conditions

1. Definition :

- On this Routing order , WLG refer to Wealthy Logistics Group Limited , its subsidiaries and branches and their respective employees , agents , and independent contractors
- If your shipment originates outside China, USA , Euro , whole wide logistics , your contact of carriage is with the WLG , Agents or independent container who originally accepts the shipment from you or your company.
- " Package" mean any container or envelope that is accepted by us for delivery.
- " Shipment" mean all packages which are tendered to and accepted by us on a single Bill Of Landing.

2. Unacceptable Shipment

Shipper agrees that its shipment is acceptable from transportation and is deemed unacceptable if :

- It is classified as hazardous material , dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association) , ICAO (International Civil Aviation Organization) , any applicable government department or other relevant organization.
- No customs declaration is made when required by applicable customs regulations ; or
- WLG believes it cannot transport an item safely or legally (such as items included but are not limited to animal , currency, bearer from negotiable instruments , precious metals and stones, firearms, weaponry parts thereof and ammunition , human remains , pornography and illegal narcotics / drugs)

3. Right to inspect

Your shipment may, at our option or at the request of governments authorities, be opened and inspected by is or such authorities at any time.

4. Shipper's warranties and indemnity.

Shipper shall indemnify and hold WLG harmless for any loss or damage arising out of shipper's failure to comply with any applicable laws or regulations and for shipper's breach or agents of the following warranties and representations :

- All information provided by shipper or its representative is complete and accurate ;
- The shipment was prepared in secure premises by shipper's employees
- The shipper employed reliable staff to prepare the shipment.
- Shipper protected the Shipment against unauthorized interference during preparation, storage and transportation to WLG.
- The Shipment is properly marked and addressed and packed to ensure safe transportation to WLG with ordinary care in handling.
- All applicable customs , import , export and other laws and regulations have been complied with ; and
- The Routing order has been signed by Shipper's authorized representative and the Terms and Conditions constitute binding and enforceable obligation of Shipper

5. Transport and Routing

WLG can hire independent contactors to complete the transportation and other services. Both WLG and its contractors represent themselves, their employees, agents and its sub-contractors. All of them can take the rights and interests from this clause, and none of them has the rights to abandon or change this clause.

- A waybill only contains one shipment.
- WLG has the rights to choose the applicable site to transfer the Shipment.
- Unless there is any other written agreement while picking up, the services WLG can provide only be limited in pick up , dispatch, transport , customs clearance if necessary,
- Shipper agrees their shipment to be transported together with other shipments , and WLG may not be in full control toward a single shipment in all facilities.

6. Customs Exports and Imports

WLG may perform any of the following activities on shipper's behalf in order to provide services to Shipper.

- Complete any document, amend product and service code, and pay any duties and taxes requires under applicable laws and regulations.
- Act as shipper's forwarding agent for customs and export control purposes and as receiver solely for the purpose of designating a customs broker to perform customs clearance and entry and
- redirect the shipment to receiver's import broker or other address upon request by any person who WLG believes in its reasonable opinion to be authorized

7. Delay Shipment

WLG will make every reasonable effort to deliver the shipment according to WLG's regular delivery schedules but these are not guaranteed and do not form part of the contract. WLG is not liable for any damage or loss caused by delays

8. Deliveries and Undeliverable

- Shipments cannot be delivered to PO Boxes or postal codes, shipments are delivered to the Receiver's address given by Shipper, but not necessary to the named Receiver personally.
- Shipments to addresses with a central receiving area will be delivered to that area. If receiver refuses delivery or to pay for delivery, or the shipment is deemed to be unacceptable, or it has been undervalued for customs purposes, or Receiver cannot be reasonably identified or located, WLG shall use reasonable efforts to return the shipment to shipper at shipper's cost, failing which the shipment may be released , disposed of or sold by WLG without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against service charges and related administrative costs and the balance of the proceeds of a sale to be returned to shipper

9. Shipment Charges & Billing

- WLG's Shipment charges are calculated according to the higher of actual or volumetric weight and any Shipment may be re-weighted and re-measured by WLG to confirm this calculation.
- Shipper shall pay for or reimburse WLG for all Shipment charges, storage charge, duties and taxes owed services provided by WLG or incurred by WLG on Shipper's or receiver's or any third party's behalf and all claims, damages, fines and expenses incurred if the shipment is deemed unacceptable for transport as described in Section 2.

10. Circumstances beyond WLG's Control

- WLG is not liable for any loss or damage arising out of circumstances beyond WLG's control. These include but are not limited to : - " Act of God " – e.g earthquake, cyclone , stom, flood, fog; "Force Majeure " – e.g. war. Plane. Crash or embargo ; any defect or characteristic related to the nature of the shipment , even if known to WLG ; riot or civil commotion : any act or omission by a person not employed or contracted by WLG e.g. Shipper , Receiver , Third party, customs or other government official; industrial action , and electrical or magnetic damage to , or erasure of , electronic or photographic images, data or recordings.

11. WLG's liability

- WLG contracts with shipper on the basis that WLG's liability is strictly limited to direct loss only and to the pre each Shipment limits in this section. All other types of loss or damage are excluded (including but not limited to lost profits , income, interest, future business) , whether such loss or damage is special or indirect, and even if the risks of such loss or damage was brought to WLG's attention before or after acceptance of the shipment since special risks can be insured by shipper.
- If a shipment combines carriage by air, road or other mode of transport, it shall be presumed that any loss or damage occurred during the sir period of such carriage unless proven otherwise. WLG's liability in respect of any one shipment transported, without prejudice to section 7, 10 ,12 ,13, is limited to its actual cash value and shall not exceed the greater of HKD 500 or USD 64 per each Bill of Landing. All the claim must be apply within a month. WLG does not treatment any claim application, if exceed.
- Claims are limited to one claim per each shipment settlement of which will be full and final settlement for all loss or damage in connection there with. If Shipper regards these limits as insufficient it must make it own insurance arrangements, failing which Shipper assumes all risks of loss or damage.

12. Warsaw convention

If the shipment is transported by air and involves an ultimate destination or stop in a country other than the country of departure , the Warsaw convention. If applicable ,governs and in most cases limits WLG's liability for loss or damage.

13. Governing Law

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject , for the benefit of WLG, to the non-exclusive jurisdiction of the courts , and governed by the law of the country of origin of the Shipment and shipper irrevocably submits to such jurisdiction , unless contrary to applicable law.

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and conditions.