

Shanghai Pure Relocation Co Ltd

Conditions of Business

1. In these conditions the following expressions shall have the following meanings:

- (a) "Article" means each separate item carried or moved by the Company. For the avoidance of doubt, where two or more objects are packed together in one carton, such carton shall count as the Article;
- (b) "Company" means Shanghai Pure Relocation Co Ltd;
- (c) "Contract" means this contract between the Company and the Customer on the terms and conditions set out overleaf and herein;
- (d) "Customer" means the person contracting with the Company to provide the Services, whether or not he is the owner of the Goods, or Fixtures, as the case may be;
- (e) "Goods" means the thing or things in relation to which Removal Services are to be provided but excluding coins, cash, bank notes, cheques, money orders, postal orders, national saving certificates, premium bonds, travel tickets, passport, securities, manuscripts or documents of any description, jewellery including unset precious and semi-precious stones and bullion of whatever nature, and other like items;
- (f) "Fixtures" means the thing or things in relation to which Handyman Services are to be provided;
- (g) "Removal Services" means the services to be provided by the Company to the Customer, being some or all of the services listed in paragraph 2(i);
- (h) "Handyman Services" means the services to be provided by the Company to the Customer, being some or all of the services listed in paragraph 2(ii);
- (i) "Services" means any or all of the Removal Services and / or Handyman Services;
- (j) "Warehouse" means any premises or land at which the Company stores the Goods whether or not owned by it.

2. Subject to the terms of the Contract the Company agrees to provide the following services, such as are comprised within the Company's quotation to the Customer: -

- (i) In Respect of the Removal Services:
 - (a) collect the goods from the location(s) designated by the Customer;
 - (b) pack the Goods as appropriate;
 - (c) transport the Goods to the location(s) designated by the Customer;
 - (d) provide storage for the Goods at a Warehouse;
 - (e) deal with all relevant export/import or other formalities as appropriate.
- (ii) In respect of the Handyman Services:
 - (a) inspect the Fixtures and the premises at which dismantling and / or re-installing of the Fixtures are to be carried out;
 - (b) render oral advice as to the feasibility and procedures of dismantling and / or re-installing the Fixtures at such premises;
 - (c) dismantle the Fixtures and / or detach from the premises where they are located;
 - (d) pack the dismantled Fixtures as appropriate; and
 - (f) re-install the Fixtures at the premises designated by the Customer.

The Company may provide the Services through a sub-contractor or agent.

3. The Services are provided within normal working hours of the Company, which are 8:30 a.m. to 5:00 p.m. from Monday to Friday, excluding public holidays. Unless otherwise agreed by the Company upon payment of surcharges, the Company does not normally perform the Services on Saturdays, Sundays or any public holiday. Where the Services are not completed within the normal working hours on the dates stipulated in the quotation, the Company may upon the request of the Customer continue to perform the Services beyond the normal working hours for a surcharge or carry on the Services on subsequent dates to be agreed with the Customer at no extra charge.

4. The Company is not a common carrier.

5. Any quotation submitted by the Company to provide the Services shall be open for acceptance for a period of 30 days following the submission thereof, and shall thereafter be deemed withdrawn. The Customer accepts the quotation by either signing and returning the acceptance form attached to the quotation, or by instructing the Company to perform the Services pursuant to the terms of the quotation. The quotation may be withdrawn by the Company prior to acceptance. Any quotation is based upon the details provided to the Company by the Customer as regards the Goods and / or Fixtures and the Services requested by the Customer in relation thereto. If any such detail provided by the Customer shall be incorrect, the Company may adjust its charges accordingly.

6. Once accepted, the quotation shall form part of the Contract and all the terms therein shall be binding. In so far as the term or terms of the quotation are inconsistent with the terms herein, the terms of the quotation shall prevail to the extent of the inconsistency. If the Customer wishes to cancel or terminate the Contract before its full performance by the Company, the Customer shall be liable to pay a cancellation or early termination charge to compensate the Company for any loss it shall sustain by reason of such cancellation or early termination. Such charge shall be without prejudice to any rights that the Company may have against the Customer in relation to such early termination.

7. The Company, to the exclusion of the Customer, shall decide how the Services are to be provided, and may vary its decision from time to time.

8. Any period of time within which the Company is to perform any part of the Services is an estimate only, and whilst the Company will use all reasonable endeavours to perform the Services at and within the agreed time, it shall not be liable for any loss or damage whatsoever (whether direct, indirect or consequential) arising from a failure to do so.

9. The Customer shall ensure that adequate access is available to all relevant premises for the purpose of performing the Services.

10. The Customer shall:

- (i) in respect of the Removal Services
 - (a) promptly supply the Company with any information concerning the nature of the Goods which the Company may request;
 - (b) in relation to the Goods, comply with all applicable laws, regulations and requirements relevant to the Company's provision of the Removal Services;

(e) The Customer will ensure that no article required to be removed is left behind, that no goods or fixtures are taken away in error and articles left in unoccupied premises are protected. The Customer shall indemnify the Contractor against all claims in respect of any such matter.

(d) The Customer shall notify the Contractor in writing of any articles which may be liable to customs duties or other official restrictions, and shall indemnify the Contractor against any expenses which may be incurred if the Contractor is not notified.

11.

(ii) in respect of the Handyman Services

(a) promptly supply the Company with any information concerning the Fixtures including their type, nature, structure, characteristics, dimensions, operational guides as to application and use (if any), and other information which in the opinion of the Company should be brought to the attention of the Company for the proper and efficient discharge of its duties in performing the Services.

(b) In relation to the installation of the Fixtures, comply with all applicable laws, regulations and requirements relevant to the Company's provision of the Handyman Services.

(iii) in either case, not submit any Goods and / or Fixtures which are or include any dangerous, explosive, corrosive or other substance harmful to either person or the property of the Company or of others. The Customer agrees that if any Goods and / or Fixtures are submitted in contravention of this paragraph and loss or damage is thereby caused to the Company (whether directly or indirectly), the Customer will indemnify the Company against such loss or damage.

11. The Company shall, as soon as is practical after receiving the Goods and / or Fixtures, provide the Customer with a receipt for them. The receipt shall not specify or imply the contents of any closed container or warrant or imply that the Goods of Fixtures are in good, or any particular, state or condition.

12. If the goods are delayed for any reason, or if the Customer is unable to receive the goods at the place where they are to be delivered immediately on their arrival, the Contractor may unload them into its own or any other storing place. Delivery at any such storing place shall be deemed to be delivery in accordance with the contract. The Contractor shall have a lien on such goods for all storage and other charges incurred up to the time that the Customer takes delivery of the goods.

13. During any time that the Goods are stored at any Warehouse (except temporary storage in transit) the Company will allow the Customer access to the Warehouse during normal working hours for the purposes of checking the Goods, and identifying any particular Goods that it wishes to remove provided that:

- (i) the Customer gives the Company reasonable notice of his wish to inspect the Goods;
- (ii) at the time of delivery of the Goods to the Company, the Customer has registered one or more authorised signatories with the Company to whom access should be allowed;
- (iii) the person requesting access is, or appears to be from comparison of his signature with the specimen provided, an authorised signatory;
- (iv) the Customer pays the Company's reasonable charges from time to time thereof.

The Company shall not be liable for loss or damage arising from such access being permitted except to the extent that such loss arises as a result of the gross negligence or wilful misconduct of the Company.

14. When the Customer wants to recover the Goods or part of them from storage, it shall give the Company such period of notice as shall be specified by the Company from time to time. If less notice than is required by the Company is given, the Company will use all reasonable endeavours to retrieve and deliver the relevant Goods by the requested time but shall not be responsible for any loss or damage arising from any failure to do so.

15. If the Customer makes his own arrangements to collect the goods from the warehouse, the Company is entitled to make a charge for handing them over. The Company's liability will cease upon handing over the goods.

16. In consideration of the provision of the Services by the Company, the Customer shall pay to the Company: -

- (i) such charges for the Services as quoted in the quotation, or where there is no such quotation, such charges as calculated by reference to the Company's scale of charges in force from time to time which scale is available for inspection upon request; and
- (ii) any out of pocket expenses incurred by the Company in the provision of the Services; and
- (iii) additional charges which are incurred by the Company by reason of the Customer having altered his instructions to the Company in relation to the Services; and
- (iv) reasonable charges for spare parts or replacement components where such parts or components are required and supplied by the Company to maintain the Fixtures in good working order.

17. Notwithstanding any other remedy available to the Company, the Company shall have a lien over all Goods and / or Fixtures in its possession or under its control in respect of any sums due to the Company by the Customer. Notwithstanding that the Company shall have a lien over any Goods and / or Fixtures, the Customer shall continue to be liable for any and all charges arising from the provision of the Services until all sums due to the Company have been received by it. If the Company exercises its right of lien on the Goods and / or Fixtures and such lien is not discharged within three (3) months, then the Company shall be irrevocably authorised to sell or otherwise dispose of all or any of the Goods and / or Fixtures subject to the lien and apply the proceeds in or towards payment of the sums due to the Company, without notice being required to be given to the Customer.

18. The Customer warrants and undertake that all Goods and / or Fixtures in respect of which the Company is to provide the Services are either owned by the Customer or legally in its possession or under its control, and that the Customer is able to deal with the Goods and / or Fixtures as contemplated herein. The Customer agrees to indemnify the Company against any loss, damage or claim made against the Company arising from any lack of authority of the Customer to contract with the Company for the Services, or any breach of the warranty or undertaking given by the Customer under this paragraph.

19. The Customer shall notify the Contractor in writing of any articles which may be liable to customs duties or other official restrictions, and shall indemnify the Contractor against any expenses which may be incurred if the Contractor is not notified.

20. Notwithstanding anything to the contrary herein the Company shall in no event be liable (whether in negligence or under contract) for:

- (i) in respect of the Removal Services:
 - a indirect, consequential or other loss arising from the Customer as a result of the Goods not being available to the Customer at any time for any reason;
 - b loss or damage caused by any event of force majeure including, without limitation, storm, fire, flood, explosion, theft, acts done with malicious intent by any person, or any other event outside the control of the Company;
 - c Loss or damage arising from the natural deterioration of the Goods;
 - d Loss or damage arising from any act or omission of the Customer or any other person acting on the Customer's behalf including a failure to declare or false declaration of value (and so that the Customer shall indemnify the Company accordingly);
 - e Any other loss or damage of whatever nature, including but not limited to any loss of or damage to any internal parts of any object, unless the Customer is able to prove that the same is directly attributable to the negligence of the Company.

In no case whatsoever shall the liability of the Company howsoever arising exceed CNY4.00 per pound per Article, or CNY 26.00 per cube foot per Article, whichever is the greater, provided always that such liability shall not exceed the maximum value of the Article or such Article or part of the Goods which is lost or damaged. The maximum liability per consignment is limited to CNY 3,000. The Customer expressly agrees to take out insurance for additional cover in respect of any loss or damage which he may incur under this contract.

- (ii) In respect of the Handyman Services:
 - (a) any design defect in, or malfunction due to faulty materials or workmanship, of the Fixtures whether or not such defect or malfunction is apparent or known to the Company;
 - (b) any neglect, misuse or error or omission relating to the operation of the Fixtures by the Customer;

21. In either case, nothing in these conditions shall, or shall be deemed to, exclude or limit the liability of the Company for a negligent act or omission resulting in the death of, or personal injury to, any party to whom the Company owes a duty of care, save to the extent that such limitation or exclusion is permissible by law.

22. These conditions shall continue for as long as the Company is providing the Customer with any of the Services. The Company may however, upon 7 days' written notice require the Customer to remove any Goods and / or Fixtures being stored by it from any Warehouse and, if the Customer fails to designate a place for alternative storage, deliver the same to the Customer at the premises from which they were originally collected.

23. The Contractor will arrange insurance for the Customer only on receipt of express written instructions to do so. The insurance will be placed on the terms and conditions of the Contractor's open cargo policy. A full copy of the policy wording is available on request. The Contractor makes no representations and gives no advice regarding any aspect of the policy, including as to the suitability or appropriateness of the policy for the Customer's requirements, the policy's terms, conditions and exclusions or as to the competitiveness of the cost (which includes a fee component retained by the Contractor). The Customer warrants that he/she relies solely on his/her own skill and judgment in accepting the policy on the terms offered. In the event of a claim the Customer shall have recourse solely against the Underwriter and the Contractor shall not be under any responsibility or residual liability in relation to the Customer for the loss of or damage to any of the goods of the failure of the policy to meet a claim in respect of the same.

24. The Company shall not be under any liability in respect of any claim arising out of or in connections with the loss of or damage to any Goods and or Fixtures unless:

- (i) a claim in writing is received by the Company within one month from the date the Customer becomes, or reasonably should become, aware of the occurrence of the loss or damage; or if the claim arises from non-delivery or mis-delivery, at the time when delivery ought to have been made;
- (ii) court action shall have been commenced in The PRC within 3 months from the Customer becoming aware of the occurrence of the loss or damage; or if the claim arises from non-delivery or mis-delivery, at the time when delivery ought to have been made.

Where there has been a failure to comply with any of the aforementioned time limits, the claim shall be deemed to have been waived and shall be absolutely barred.

25. No liability for damage to Goods and / or Fixtures will be accepted by the Company unless the Company has been given a reasonable opportunity to inspect such damage.

26. The Customer undertakes that no claim shall be made against any servant or agent of the Company which imposes or attempts to impose upon him any liability whatsoever in connection with the Services and, if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof. Without prejudice to the foregoing, all such servants or agents shall have the benefit of all provisions herein as if such provisions were expressly for their benefit. In entering into any contract incorporating these conditions, the Company, to the extent of those provisions does so not only on its behalf but as agent and trustee for such servants and agents.

27. If any of these conditions or any part thereof shall, in any case, be held to be invalid or to have failed the test of reasonableness within the meaning of the governing laws of the People's Republic of China, such terms or provision shall be deemed to be severed as if such term or provision had not been contained herein but without affecting the remaining conditions.

28. This Contract shall be governed by and construed in accordance with the laws of The People's Republic of China (PRC). The parties agree that the courts of the PRC shall have exclusive jurisdiction over all matters arising out of or relating to these terms and conditions and the offer and / or contract of which they are part. In relation to any disputes arising out of or in connection with this Contract, the Customer hereby agrees to accept and submit to the jurisdiction of the PRC courts. The Customer further waives irrevocably any claim that the PRC is not a convenient forum, and agrees irrevocably that the PRC is a convenient forum as to any action arising out of or in connection with this Contract. The parties further agree that if either party commences any action relating to this Contract in any forum other than the People's Republic of China, that party shall pay all the attorneys' fees and costs incurred by the other in seeking to stay or transfer the said action to a PRC forum or in seeking to dismiss the said action.

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