

Freight Forwarding Agency Agreement (Simplified)

Principal (hereafter referred to as “Party A”):	Forwarder (hereafter referred to as “Party B”):
<p>I Services</p> <p>The freight forwarding services Party A entrusts Party B to provide include but are not limited to space booking, customs declaration, application for quarantine and inspection, procurement of cargo insurance, packaging, lashing and securing, supervising loading and discharging, container haulage/redelivery/packing/unpacking, bulk breaking, transshipment, warehousing, preparation/hand-over of relevant documents, settlement of relevant expenses, etc.</p>	
<p>II Party A’s Obligations</p> <ol style="list-style-type: none"> 1. For each entrustment of freight forwarding matters, Party A shall tender a Letter of Entrustment to Party B 7 days prior to the date of shipment. 2. Party A shall fill the Letter of Entrustment in an accurate and complete manner, ensure the content filled true and legitimate and ensure the consistency between the documents and the conformity of the cargo consigned with the documents. 3. When consigning special cargo, Party A shall make a written declaration to Party B at the time of entrustment, to clearly and explicitly specify the properties of such cargo and requirements on the protective measures, loading and discharging, lashing and securing, stowing and warehousing and other aspects. 4. Party A shall have the cargo packaged in accordance with the requirements of transit and transportation, with the center of gravity and warning label clearly marked on each package of cargo. Party A shall deliver the cargo on time as notified 	<p>III Party B’s Obligations</p> <ol style="list-style-type: none"> 1. Party B shall provide Party A with the shipping/flight schedules of various means of transportation and the cut-off dates for Party A’s reference at the time of entrustment. 2. Party B shall revert with confirmation within 24 hours after receipt of Letter of Entrustment from Party A. 3. Party B shall, in due course after successful booking, inform Party A of the matters related to port entry, customs declaration and application for quarantine and inspection, and make good arrangements for the exchanges of cargo and documents. 4. Party B shall duly check and issue a receipt for taking delivery of cargo, and shall notify Party A of any discrepancy of the measurements, weight, number of packages of Party A’s cargo with the agreement without any delay. 5. Party B shall notify Party A in writing of any change of the shipping and flights schedules before the cargo is delivered for

<p>by Party B and confirm relevant documents in a timely manner.</p> <p>5. When intending to modify any information about the entrusted matters, Party A shall give a written notice to Party B for the latter's confirmation according to the particular circumstance.</p>	<p>transportation.</p> <p>6. Party B shall earnestly perform the duty of due diligence and care and the obligation of documents presentation, and undertake responsibility as freight forwarder.</p>
<p>IV Settlement of Fees</p> <ol style="list-style-type: none"> 1. The Parties agree on a Quotation (as attached). 2. The fees for a specific shipment may be charged on a lump sum as agreed and stated on the Letter of Entrustment of such shipment. 3. The excess fees beyond the agreed amount for a specific shipment shall be settled according to the invoices of the actually advanced payments. 4. Monthly settlement: Party B shall issue a breakdown of fees before the tenth (10th) day of each month, which Party A shall check, confirm and give feedback to Party B within three (3) working days. Within two (2) working days after receipt of Party A's confirmation, Party B shall issue an invoice to Party A and Party A shall make payment to Party B in the agreed currency, not later than the twenty-fifth (25th) day of the same month. 5. Whether or not Party B has paid a third party for the payables, Party A shall not refuse to perform its obligation of payment to Party B. 	
<p>V Liability for Breach of Contract</p> <ol style="list-style-type: none"> 1. In case of failure to pay the fees within the agreed period, Party A shall pay to Party B a penalty for overdue payment at the rate of 0.05% of the payables per day until the day of actual payment, Party B may suspend the performance of this Agreement. 2. In case that Party A entrusts a third party to make payment and the third party fails or refuses to pay, or makes insufficient payment, Party A shall reimburse the payments in a timely manner and undertake the liability for overdue payment. 3. All risks and liabilities arising from discrepancy between documents and discrepancy between documents and cargo shall be undertaken by Party A. 4. When Party A's cargo suffers loss and damage due to reasons attributable to Party B, Party B shall bear the corresponding liabilities according to law. 5. When no person picks up the cargo or the consignee refuses to pick up the cargo/abandons the cargo, Party B shall inform Party A of such event immediately after knowing it, at 	

Party A's costs and responsibility. Party A shall be liable to compensate Party B's losses caused therefrom, if any.

VI Other Agreements

1. For the losses caused by the customs, CIQ and other state authorities, the carrier, the port and other third parties, Party B shall undertake no responsibility but shall actively assist Party A to claim compensation from such third parties.
2. Party A may entrust Party B, by email, fax or other electronic means, to undertake the freight forwarding services and relevant matters under this Agreement. The e-mails, faxes, attachments to or copies of the e-mails shall be deemed by both Parties as identical to the originals and have equal legal effectiveness with the originals. The e-mail address and fax number shall be subject to the e-mail address and fax number confirmed by the Parties.
3. Party A agrees that Party B may sub-entrust a third party to undertake the international freight forwarding services hereunder, provided that Party B shall be liable for the qualification of the third party and any of its improper instructions to the third party.
4. Each Party agrees to provide the other Party with a copy of its Business License, Tax Registration Certificate, Organization Code Certificate and Certificate of General VAT Taxpayer which shall be affixed with its company seal and attached to this Agreement.
5. This Agreement may be amended upon mutual agreement between the Parties.
6. This Agreement is valid for one year and takes effect immediately after it is signed and stamped by both Parties.
7. This Agreement is made in duplicate, with each party holding one.

VII Jurisdiction and Applicable Law

1. This Agreement is construed and performed in accordance with the law of the People's Republic of China and the international conventions and treaties to which the People's Republic of China is a signatory.
2. Any dispute arising between the Parties during the performance of this Agreement, whether breach of contract or tort, shall be settled through negotiation, and if negotiation fails, shall be filed to China Maritime Arbitration Commission (CMAC)/ China Maritime Arbitration Commission (CMAC)_____Sub-Commission (Arbitration Center) for arbitration in accordance with the Arbitration Rules of China Maritime Arbitration Commissions for the time being in force. The arbitration award is final and shall bind both Parties.

VIII Signature (Principal)

(Forwarder)

Party A (stamp): Authorized signature: Address: Telephone: Fax: E-Mail: Date:	Party B (stamp): Authorized signature: Address: Telephone: Fax: E-Mail: Date:
IX Attachments to this Agreement <ol style="list-style-type: none"> 1. Copy of Business License, Tax Registration Certificate of both Parties; 2. Opening bank and bank account; 3. Contact information of both Parties; 4. Records of shipment booking seal and business seal; 5. Sample of Letter of Entrustment ; 6. Quotation; 7. Standard Freight Forwarding Agency Agreement. 	

For the matters not mentioned in this Agreement, please refer to *Standard Freight Forwarding Agency Agreement of China Maritime Arbitration Commission*.