

CONDITIONS OF CARRIAGE

运输条件

By tendering a Shipment to World Courier for Carriage, Shipper agrees on behalf of all Shipping Parties that (a) these Conditions govern World Courier's Carriage of the Shipment, (b) World Courier is not a common carrier, and (c) these Conditions impose no obligation on World Courier to accept tender of any item for Carriage. Capitalized words used in these Conditions that are not defined in the body of these Conditions have the meaning given to them in the attached Exhibit incorporated herein.

通过向 **World Courier** 交运任何货物以进行运输，**托运人**代表所有**运输方**同意，(a) **World Courier** 运输该单货物受本条件规制，(b) **World Courier** 不是公共承运人，以及(c) 本条件未规定 **World Courier** 有义务接受向其交运的任何物品以进行运输。本条件中的加粗词语如果未在本条件正文部分进行定义，则应具有附后并且纳入本条件的附件赋予的含义。

1. Shipper's Warranties & Covenants.

1. 托运人的保证与承诺:

1.1 Shipper represents and warrants that:

1.1 托运人作出如下陈述与保证:

- (a) Shipper is the owner (or authorized agent of the owner) of the Shipment and is authorized to tender the Shipment for Carriage and execute the Waybill;
- (a) 托运人是货物的货主（或货主的授权代理人），且被授权为运输目的交运货物并签署运单；
- (b) all information on the Waybill is accurate, complete and current, and the "Declared Value for Carriage" listed on the Waybill, if any, does not exceed the value of Shipper's actual interest in the Shipment upon delivery at the designated destination;
- (b) 运单上的所有信息是准确、完整而且现行有效的，并且运单上所列的“运输申报价值”（如有）未超过托运人在货物于指定目的地交付之时对货物享有的实际利益之价值；
- (c) the Shipment is prepared, packed, labelled and marked properly and sufficiently for Carriage and in accordance with Applicable Law, Shipper has obtained all applicable Licences required for the Carriage and these Licences will be effective for the Carriage's duration;
- (c) 货物已经根据适用法律为运输目的进行了适当而且充分的准备、包装、贴标签和标记，托运人已经获得运输所需的所有适用的许可证，并且该等许可证在整个运输期间保持有效；
- (d) none of the Shipping Parties is a Prohibited Person or is owned or controlled by, or is acting on behalf of, a Prohibited Person;
- (d) 任何运输方均非被禁主体，非由任何被禁主体拥有或控制，亦非代表任何被禁主体行事；
- (e) no member of the Courier Organisation will be subject to any sanction, penalty or claim of any type due to the Carriage of, or other transaction involving, the Shipment, including a claim for infringement of third party intellectual property rights; and
- (e) 快递组织的任何成员不会因货物运输或涉及货物的其他交易而受到任何制裁、处罚或权利主张，无论是何类型的，包括有关侵犯第三方知识产权的权利主张；以及
- (f) the Shipment does not include:
 - (i) weapons, ammunition, explosives or items likely to harbour or encourage vermin or pest;
 - (i) 武器、弹药、爆炸物或可能藏有或滋生害虫或有害动植物的物品；
 - (ii) a Restricted Item the possession or Carriage of which per the Waybill violates Applicable Law or any other item prohibited for Carriage by Applicable Law or a Relevant Authority; or
 - (ii) 根据运单占有或运输该货品将违反适用法律的任何受限货品，或者适用法律或任何相关部门禁止运输的其他任何物品；或者

- (iii) currency, bullion, negotiable cash equivalents or securities.
- (iii) 货币、金银条块、可流通现金等价物或证券。
- 1.2 For each Shipment, Shipper agrees to:
- 1.2 对于每单货物, 托运人同意:
- (a) indicate on the Waybill if the Shipment's contents are fragile, prone to damage during Carriage or need special handling for safe Carriage;
- (a) 在运单上注明该单货物的内容是否易碎, 是否在运输途中易于损坏, 或者是否需要特殊操作以实现安全运输;
- (b) prior to tender, notify World Courier of any temperature control requirements for the Shipment, including its contents and required temperature range;
- (b) 在交运该单货物之前, 将该单货物的任何温度控制要求通知 **World Courier**, 包括该单货物的内容以及所要求的温度范围;
- (c) prior to tender, notify in writing World Courier of the exact nature of any Dangerous Goods in the Shipment and, if tender is accepted, comply with Applicable Law and all World Courier requirements relating to their Carriage;
- (c) 在交运该单货物之前, 将该单货物中的任何危险货物的确切性质书面通知 **World Courier**, 并且遵守适用法律以及 **World Courier** 与该等危险货物的运输有关的一切要求 (假定 **World Courier** 接受所交运的该单货物);
- (d) promptly provide in writing all information necessary for World Courier to perform the Carriage, including information about the Dangerous Goods as required by Applicable Law;
- (d) 立即以书面形式提供 **World Courier** 履行运输所必需的一切信息, 包括适用法律要求的与危险货物有关的信息;
- (e) comply with Applicable Law and all requirements of any Relevant Authority relating to the Shipment, including Licence requirements; and
- (e) 遵守适用法律以及任何相关部门的与货物有关的一切要求, 包括许可证要求; 以及
- (f) ensure the consignee's proper completion of all import documentation.
- (f) 确保收货人适当完成一切进口文件手续。
- 1.3 Upon Shipper's breach of any representation, warranty or covenant herein, World Courier may terminate Carriage. At such time, World Courier's responsibility for Carriage and the Shipment ceases in full and World Courier may place the Shipment at any location it selects for retrieval by Shipper at Shipper's sole expense. Thereafter, World Courier will (a) give Shipper written notice of any action taken under this clause, and (b) be entitled on demand to the full Charges in respect of such Shipment, together with additional compensation for all costs resulting from such breach and World Courier's actions under this clause.
- 1.3 一旦托运人违反本条件中的任何陈述、保证或承诺, **World Courier** 可以终止运输。此时, **World Courier** 对运输和该单货物的责任即应完全终止, 并且 **World Courier** 可将该单货物放置于其选择的任何地点, 供托运人自费收回货物。之后, **World Courier** 将 (a) 书面通知托运人其根据本条采取的任何行动, 以及 (b) 有权一经要求即应获得该单货物的全额收费, 并应获得针对该等违约和 **World Courier** 根据本条采取的行动而发生的一切费用的更多补偿。
2. **Carriage & Delivery.**
2. **运输和交付:**
- 2.1 World Courier reserves the right to select the means and route of transport (with stopovers) for the Shipment and may consolidate any Shipment with others. Final Charges will be based on actual means and routes selected by World Courier for Carriage. Carriage of any Shipment by rail, sea or inland waterway is (a) arranged by World Courier as agent for Shipper and without liability of any type to World Courier, and (b) subject to the conditions of carriage of the rail, shipping or inland waterway carrier contracted to carry the Shipment.
- 2.1 **World Courier** 保留选择货物运输方式和路线 (以及中途停留) 的权利, 并且可将任何货物与其他货物进行合运。最终收费将根据 **World Courier** 选择的实际运输方式和路线计收。通过铁路、海路或内陆水道方式运输任何货物: (a) 由 **World Courier** 作为托运人的代理人进行安排, 并且 **World Courier** 不因此承担任何类型的责任, 并且 (b) 必须遵守签约承运货物的铁路、海运或内陆水道承运人的运输条件。

- 2.2 World Courier may subcontract any part of the Carriage to any member of the Courier Organisation on any terms whatsoever as determined solely by World Courier, provided World Courier remains liable for such performance. Shipper will make no claim of any type, whether based in contract, tort, bailment or any other legal theory, against any member of the Courier Organisation other than World Courier in respect of the Shipment and/or Carriage. Without prejudice to the foregoing, all defences, exemptions, immunities, limitations and rights of World Courier hereunder apply to the entire Courier Organisation and each member thereof has the right to enforce them as if such provisions were expressly for its benefit, and in entering into the Waybill, World Courier, to the extent of these provisions, is acting for itself and as agent and trustee for such persons.
- 2.2 **World Courier** 可以根据其自行确定的任何条款, 将任何部分的**运输**分包给**快递组织**的任何成员, 但前提是 **World Courier** 仍对该部分**运输**的履行承担责任。**托运人**不得就**货物**和/或**运输**向除 **World Courier** 以外的**快递组织**任何成员提出任何类型的权利主张, 无论是基于合同、侵权、委托保管或其他任何法律理论。在不损害前述规定的前提下, **World Courier** 在**本条件**项下享有的一切抗辩、免责、豁免、限制和权利适用于整个**快递组织**, 并且每一**快递组织**成员有权强制执行该等规定, 如同该等规定明确是为该成员的利益而设, 而且在签署**运单**时, **World Courier** 在前述规定的范围内系为其自身并且作为前述各人的代理人 and 受托人行事。
- 2.3 If delivery to the consignee at the address provided on the Waybill cannot be made for any reason beyond World Courier's control (including due to the consignee's refusal or a Force Majeure Event): (a) World Courier will return the Shipment to the place of tender or other location selected by World Courier, acting reasonably, and notify Shipper; (b) Shipper will pay on demand all costs and expenses, including storage charges, arising therefrom; and (c) World Courier has no liability on account thereof.
- 2.3 如果由于超出 **World Courier** 控制的任何原因 (包括由于收货人拒收或任何**不可抗力事件**), 无法按照**运单**所列地址向收货人交付**货物**: (a) **World Courier** 会将**货物**退运至**货物**交运地点或 **World Courier** 经合理行事选择的其他地点, 并且通知**托运人**; (b) 一经要求, **托运人**即应支付因前述无法交货情形而产生的一切成本和费用, 包括储存费用; 且(c) **World Courier** 不因前述无法交货情形承担任何责任。
- 2.4 Any member of the Courier Organisation is permitted to open and inspect (including through x-ray) a Shipment's contents, including any electronic data or information therein. World Courier is not responsible or liable in any manner as a result of such inspection, including due to any delay or damage resulting therefrom. Promptly upon request, Shipper will provide any password required to access such electronic data or information.
- 2.4 允许**快递组织**的任何成员打开并检查 (包括通过 X 光) 任何**货物**的内容, 包括其中的任何电子数据或信息。**World Courier** 不因该等检查, 包括由于因该等检查而引起的任何延迟或损坏, 而以任何方式负责或承担责任。一经要求, **托运人**即应立即提供访问该等电子数据或信息所需的任何密码。
- 2.5 If Shipper has not appointed a broker for customs clearance, Shipper (a) appoints World Courier, other members of the Courier Organisation and third party brokers selected by them on behalf of Shipper to act as Shipper's agent (and not as principal) in this capacity in all respects, and (b) will promptly provide all information and execute all documents necessary to confirm the appointment and comply with Applicable Law.
- 2.5 如果**托运人**尚未指定清关代理人, **托运人**(a) 指定 **World Courier**、**快递组织**其他成员以及前述各方代表**托运人**选定的第三方代理人在一切方面作为**托运人**的清关代理人 (而非作为委托人) 行事, 并(b) 应立即提供确认前述指定以及遵守**适用法律**所必需的一切信息并签署确认前述指定以及遵守**适用法律**所必需的一切文件。
- 2.6 World Courier retains exclusive ownership of all packaging containers (inclusive of gel packs and temperature loggers) rented or leased to Shipper. Shipper is solely responsible for all loss or damage (normal wear and tear excluded) to such containers and is responsible for their prompt return to World Courier following delivery.
- 2.6 **World Courier** 保留对出租或租借给**托运人**的一切包装容器 (包括凝胶包和温度记录器) 的独占所有权。**托运人**自行承担该等容器的一切灭失或损坏 (但不包括正常磨损), 并且有责任在**货物**交付之后立即将该等容器归还给 **World Courier**。

- 2.7 WORLD COURIER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AND DISCLAIMS AND EXCLUDES ALL WARRANTIES AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW TO THE FULLEST EXTENT PERMITTED.
- 2.7 **World Courier 未作出任何陈述或保证，无论是何种类的，并且在被允许的最大范围内声明不承担并且排除成文法或普通法默示的一切保证和其他条款。**
3. **Charges, Fees, Advances; No Setoffs.**
3. **收费、费用、预付款；无抵销：**
- 3.1 Shipper will pay to World Courier fees for Carriage calculated in accordance with (a) the tariff applicable at the time and location where the Shipment is tendered for Carriage, or (b) the rates, charges or fees agreed by Shipper and World Courier. Surcharges may apply for specific elements of the Carriage, including advancements and the handling of Dangerous Goods. All Charges are exclusive of (x) Relevant Authority Levies, and (y) advances and disbursements to third parties made by World Courier in connection with the Shipment. Any Relevant Authority Levies or such advances or disbursements will be for Shipper's sole account and paid by Shipper or reimbursed to World Courier on demand if first paid by World Courier.
- 3.1 托运人应向 **World Courier** 支付根据(a) 为运输目的交运货物之时，在交运地点适用的费率，或者(b) 托运人和 **World Courier** 约定的费率、收费或费用计算的运输费用。对于运输的特定组成部分，可能适用附加费，包括预先付款和危险货物的操作费。所有收费不含(x) 相关部门征费，以及(y) **World Courier** 就货物向第三方支付预先付款和代垫杂费。任何相关部门征费或该等预先付款或代垫杂费应由托运人自行承担，并且由托运人支付，而若 **World Courier** 已经先行支付该等款项，则一经 **World Courier** 要求，托运人即应向 **World Courier** 偿付该等款项。
- 3.2 Charges are payable in full on demand, unless World Courier, in its sole discretion, grants credit on any amount payable to World Courier, in which case the Charges are due in full in World Courier's account in available funds no later than 30 days of invoice date. Shipper's payment obligations hereunder are absolute, unconditional and not subject to reduction, set-off, counterclaim or delay. Payment by credit card is not permitted unless previously agreed in writing by World Courier.. World Courier may require pre-payment of anticipated Relevant Authority Levies or third-party advances or disbursements and any such pre-payment will be held without interest. If any payment is not received by the due date, in addition to other remedies, World Courier will charge a per-day late payment fee calculated at the rate of the lesser of (a) 1% per month and (b) the highest amount permitted by Applicable Law.
- 3.2 一经要求，托运人即应全额支付收费，除非 **World Courier** 依其自行裁量就应付给 **World Courier** 的任何款项授予账期。在授予账期的情形下，收费应于发票日期起 30 天内全额到期应付并以可用资金的形式支付至 **World Courier** 的账户。托运人在本条件项下的付款义务是绝对的、无条件的义务，而且不得有任何减少、抵销、反请求或延迟。除非 **World Courier** 公司预先给予书面同意，否则不允许利用信用卡付款。**World Courier** 可以要求托运人预先支付预期的相关部门征费或第三方预先付款或代垫杂费，并将无息持有任何该等预先支付款项。如果截至任何款项的到期日，**World Courier** 仍未收到该笔款项，在除其他救济之外，**World Courier** 还将收取根据(a) 月利率 1% 以及 (b) 适用法律允许的最高金额二者中的较低费率按日计算的滞纳金。
4. **World Courier's Liability for Loss, Damage, Delay.**
4. **World Courier 对灭失、损坏、延迟的责任：**
- 4.1 World Courier's liability for loss of, or damage to, a Shipment for any reason is determined and limited per Compulsory Legislation. Absent Compulsory Legislation, World Courier will only be liable for such loss or damage caused by its negligence or wilful misconduct and such liability will not exceed the greater of (a) 22 Special Drawing Rights per kilo, and (b) US\$150; provided in no event will World Courier's liability exceed the lesser of the Shipment's replacement cost, repair cost or reconstituted value.
- 4.1 **World Courier** 对货物因任何原因灭失或损坏所负的责任将根据强制性法律确定并加以限制。若无强制性法律，**World Courier** 只对因其过失或故意不当行为造成的该等灭失或损坏承担责任，而且该等责任不得超过以下二项中的金额较高者：(a) 每千克 22 特别提款权，以及(b) 150 美元；但前提是，在任何情形下，**World Courier** 的责任不得超过货物的重置成本、维修成本或复原价值，以其中金额较低者为准。

- 4.2 Delivery times are not guaranteed. World Courier's liability for delay in the Carriage of a Shipment for any reason is determined and limited per Compulsory Legislation, if applicable. Absent Compulsory Legislation, World Courier has no liability for any loss or damage caused by a delay in performance of the Carriage for any reason.
- 4.3 Unless mandated by applicable Compulsory Legislation, World Courier has no liability for any:
- (a) direct or indirect loss of profit, sales, business, goodwill or reputation, third party claim or indirect or consequential loss;
- (b) loss or damage caused directly or indirectly by Shipper or any third party (including any engaged by World Courier as agent for the Shipping Parties), including due to improper packing by Shipper; or
- (c) loss or damage caused by Dangerous Goods.
- 4.4 Shipper may increase World Courier's liability pursuant to clause 4.1 for loss of, or damage to, a Shipment arising by WC's negligence or wilful misconduct by both (a) entering on the Waybill a Declared Value for Carriage, in an amount not to exceed US\$100,000, and (b) paying to World Courier a surcharge as quoted by World Courier therefor; provided in no event will World Courier's liability exceed the lesser of the Shipment's replacement cost, repair cost or reconstituted value.
- 4.5 World Courier's maximum aggregate liability for all events occurring in relation to a Waybill, other than for loss or damage per clauses 4.1 and 4.4, is limited to Charges for the Shipment.
- 4.6 Receipt by the person entitled to delivery of the Shipment without complaint is prima facie evidence of delivery in good condition and per the Waybill. Notice of loss of, or damage to, a Shipment, indicating the nature of the loss or damage, must be provided in writing to World Courier upon delivery unless the loss or damage is not apparent, in which case notice must be provided (a) within the time limit set by Compulsory Legislation, if applicable, or (b) absent Compulsory Legislation, within 60 days after the date the Shipment is tendered for Carriage. Absent Compulsory Legislation, Claims not made within the time limits provided in the prior sentence are waived in all respects.
- 4.7 The time limit for commencing legal proceedings against World Courier is set by Compulsory Legislation, if applicable. Absent Compulsory Legislation, World Courier is discharged of all liability in respect of the Carriage unless legal proceedings are duly commenced and written notice thereof
- 4.2 不保证交付时间。**World Courier** 对**货物运输**因任何原因发生的延迟所负的责任将根据**强制性法律**（如适用）确定并加以限制。若无**强制性法律**，**World Courier** 不对因任何原因延迟履行**运输**所造成的任何损失或损害承担责任。
- 4.3 除非适用的**强制性法律**要求，**World Courier** 不对以下任何损失承担任何责任：
- (a) 直接或间接的利润、销售、业务、商誉或声誉损失，第三方权利主张，或者间接的或随附发生的损失；
- (b) **托运人**或任何第三方（包括被 **World Courier** 聘用作为**运输方**代理人的任何第三方）直接或间接造成的损失或损害，包括由于**托运人**的不当包装；或者
- (c) **危险货物**造成的损失或损害。
- 4.4 对于因 **World Courier** 的过失或故意不当行为造成任何**货物**灭失或损坏，**托运人**可以通过(a) 在**运单**上填写**运输申报价值**（金额不得超过 100,000 美元）并且(b)向 **World Courier** 支付 **World Courier** 就之所报的附加费的方式，增加 **World Courier** 根据第 4.1 条就该等灭失或损坏所负的责任；但前提是，在任何情形下，**World Courier** 的责任不得超过**货物**的重置成本、维修成本或复原价值，以其中金额较低者为准。
- 4.5 **World Courier** 对任何**运单**发生的一切事件所负的最大累计责任（但不包括根据第 4.1 条和第 4.4 条对灭失或损坏的责任）以**货物**收费为限。
- 4.6 有权收到所交付的**货物**的人收到**货物**而未提出异议构成**货物**已经根据**运单**交付并且**货物**状况良好的初步证据。关于**货物**灭失或损坏的通知应注明该灭失或损坏的性质，而且必须在**货物**交付之时以书面形式提供给 **World Courier**，除非该灭失或损坏并非显而易见，而在此除外情形下，通知须在(a) **强制性法律**（如适用）规定的期限内，或者(b)（如无**强制性法律**）为**运输**目的交运**货物**之日以后的 60 天内提供。如无**强制性法律**，未在前句规定的期限内提出的权利主张在一切方面予以放弃。
- 4.7 对 **World Courier** 提起法律程序的时间限制见**强制性法律**（如适用）的规定。如果没有**强制性法律**，**World Courier** 即被免除就**运输**承担的一切责任，除非在为**运输**目的交运**货物**之日起的九个月内法律程序已被适当提起并且该等法律程序的书面通知已提

given to World Courier within nine months from the date the Shipment was tendered for Carriage, unless the proceedings relate to a claim for Charges, in which case such nine-month period is shortened to three months.

4.8 Except as set forth in clause 4, World Courier will have no liability arising out of or in connection with the Carriage. The defences, limits and exclusions of liability provided for in these Conditions apply in any action against World Courier arising out of, or in connection with, the Carriage, regardless of the nature of the action whether based in contract, tort, bailment, wilful misconduct, or other legal theory. In no event shall the liability provisions in clause 4 be amended, expanded or modified by any service level or quality agreement, purchase order or other writing describing the shipping protocol for Shipments.

4.9 Nothing in these Conditions limits World Courier's liability for death or personal injury caused by its negligence or wilful misconduct.

5. **Indemnification & Insurance.**

5.1 Shipper indemnifies each member of the Courier Organisation for and against any and all Indemnifiable Losses in any way arising from:

- (a) a breach of the representations, warranties or covenants herein;
- (b) such member's acts or omissions based on instructions or directions given by any Shipping Party;
- (c) liability or claims made by any third parties (including claims by Shipper's customer and other third parties acting as Shipper's subrogee or assign) in excess of World Courier's liability hereunder regardless of whether such liability arises from, or in connection with a breach of contract, negligence, wilful misconduct or breach of duty by World Courier or a member of the Courier Organisation; and
- (d) any claim made by a Shipping Party against any such member other than World Courier.

5.2 World Courier does not provide insurance of any kind for Shipments. Shipper is solely responsible for insuring the Shipment against all insurable risks to the Shipment's full insurable value (including all duties and taxes) and such insurance must include a waiver of subrogation provision in favour of each member of the Courier Organisation.

交 **World Courier**, 但与针对**收费**提出的权利主张有关的法律程序除外（在此情形下, 前述九个月期限应缩短至三个月）。

4.8 除第 4 条另有规定之外, **World Courier** 不承担任何因**运输**引起的或与**运输**有关的责任。**本条件**规定的各项抗辩、限制和免责应在因**运输**引起的或与**运输**有关的任何针对**World Courier** 提起的诉讼中适用, 无论该诉讼是何性质的, 亦无论是基于合同、侵权、委托保管、故意不当行为还是其他法律理论。在任何情形下, 任何服务水平或质量协议、采购订单或其他描述说明**货物**运输要求的文书不得修订、扩大或修改第 4 条中的责任规定。

4.9 **本条件**中的任何规定均不限制 **World Courier** 对因其过失或故意不当行为而造成的人身伤亡所负的责任。

5. **赔偿与保险:**

5.1 **托运人**向**快递组织**每一成员赔偿以任何方式因下述任何情形引起的任何和所有**可予赔偿的损失**:

- (a) 违反**本条件**中的陈述、保证或承诺;
- (b) 该成员根据任何**运输方**给予的指示或指令实施的任何行为或不作为;
- (c) 任何第三方提出的超出 **World Courier** 在**本条件**项下之责任的责任或权利主张（包括**托运人**的客户以及作为**托运人**的代位人或受让人行事的其他第三方提出的权利主张），无论该等责任是因 **World Courier** 或任何**快递组织**成员违反合同、过失、故意不当行为或违反职责而引起的或与之有关的; 以及
- (d) 任何**运输方**针对除 **World Courier** 以外的任何该等成员提出的任何权利主张。

5.2 **World Courier** 不为**货物**提供任何种类的保险。**托运人**自行负责针对一切可保风险, 按照**货物**的全部可保价值（包括所有关税和税款）为**货物**投保, 而且该等保险必须包含以每一**快递组织**成员为受益人放弃代位规定的弃权。

6. **Force Majeure.** Neither party is liable to the other for any loss, delay or non-performance of its obligations under these Conditions (other than breach of an obligation to make payment of any sum due under these Conditions) to the extent due to a Force Majeure Event. Shipper will reimburse World Courier for any increase in costs arising from Carriage of a Shipment on behalf of a Shipping Party during a Force Majeure Event.
7. **General.**
- 7.1 A waiver or delay in enforcing these Conditions will not deprive a party of its right to act later or due to another breach. These Conditions: are governed by the laws of England; constitute the entire agreement between World Courier and Shipper and supersede prior agreements regarding Carriage of the Shipment; and cannot be amended unless each party agrees in writing. If there is a conflict between these Conditions and a Waybill, these Conditions will prevail. The members of the Courier Organization will have the benefit of all defences, exemptions, immunities, limitations and rights of World Courier and have the right to enforce them in accordance with the provision of the Contracts (Rights of Third Parties) Act 1999. Except as expressly provided herein, a person who is not a party to the Conditions may not enforce, or otherwise have the benefit of, any provision of these Conditions under the Contracts (Rights of Third Parties) Act 1999. If any provision in these Conditions is determined by a court of competent jurisdiction to be unenforceable, these Conditions will be deemed amended to the minimum extent necessary to render the otherwise unenforceable provision, and the remainder of these Conditions, enforceable.
- 7.2 Unless otherwise required by Compulsory Legislation, any claims against World Courier under these Conditions or otherwise arising from the Carriage will be determined exclusively by the courts of England to which jurisdiction the Shipper irrevocably submits. World Courier is entitled to bring legal proceedings against the Shipper in the courts of England or in any other jurisdiction and legal proceedings by World Courier in one or more jurisdictions will not preclude legal proceedings by it in any other jurisdiction, whether concurrent or not. The prevailing party in any legal action may recover all costs, including reasonable attorneys' fees and expenses.
- 7.3 Each of the Courier Organisation and the Shipping Parties: (a) mutually waive and release the other from any and all liabilities relating to any claim for loss or damage of any kind arising out of an Act of Terrorism; and (b) agree to be solely responsible to the full extent of any and all loss or damage they or their respective employees, officers or
6. **不可抗力:** 任何一方不对因任何不可抗力事件造成的任何损失、延迟或未能履行其在本条件项下的义务(但违反任何支付本条件项下到期应付的任何款项的义务除外)。托运人应当向 World Courier 公司偿付在不可抗力事件过程中代表运输方运输某批货物所增加的任何费用。**托运人**应向 **World Courier** 偿付因任何**不可抗力事件**而引起的任何费用增加额。
7. **一般规定:**
- 7.1 放弃或延迟强制执行**本条件**不剥夺一方之后采取行动或因其他任何违约而采取行动的权利。**本条件**受英格兰法律管辖;**本条件**构成 **World Courier** 与**托运人**之间与**货物运输**有关的完整协议并且取代之前与**货物运输**有关的协议;而且未经每一方书面同意不得修订**本条件**。如果**本条件**和**运单**之间有任何冲突之处,应以**本条件**为准。**快递组织**成员享有 **World Courier** 享有的一切抗辩、免责、豁免、限制和权利之利益,并且有权根据《1999 年合同(第三方权利)法案》的规定强制执行该等抗辩、免责、豁免、限制和权利。除非**本条件**另有明确规定,任何不是**本条件**一方的人不得根据《1999 年合同(第三方权利)法案》强制执行**本条件**任何规定或者以其他方式享有该等规定的利益。如果具有合法管辖权的法院认定**本条件**中的任何规定无法强制执行,**本条件**应被视为在使前述本来无法强制执行的规定以及**本条件**其余规定可以强制执行所必需的最小范围内得到修订。
- 7.2 除非**强制性法律**另有要求,**本条件**项下的或另行因**运输**而引起的针对 **World Courier** 提出的任何权利主张应排他性地由英格兰的法院认定,而**托运人**不可撤销地接受英格兰的法院管辖。**World Courier** 有权在英格兰的法院或其他任何司法管辖地对**托运人**提起法律程序,而且 **World Courier** 在一个或多个司法管辖地提起法律程序不妨碍 **World Courier** 在其他任何司法管辖地提起法律程序,无论是否同时提起。在任何法律诉讼中胜诉的一方可以获偿所有费用,包括合理的律师费和开支。
- 7.3 **快递组织**和**运输方**各自(a) 相互放弃和免除另一方与针对因任何**恐怖主义行为**而引起的任何种类的损失或损害所提出的任何权利主张有关的任何和所有责任;以及(b) 同意,如果针对任何**恐怖主义行为**已经部署了任何**合格反恐技术**,该方将在最大程度内自行承担其或其各自的雇员、管理人员或代理

agents may sustain resulting from an Act of Terrorism when any Qualified Anti-Terrorism Technology has been deployed on account thereof. Notwithstanding the foregoing, this clause will not be deemed to limit the scope or extent of the Shipping Parties' obligations to the members of the Courier Organisation under clause 5.1.

7.4 In these Conditions: (a) a reference to a party or a clause is to a party subject to, or a clause of, these Conditions; (b) a reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (c) any reference to the term "Shipper" is deemed a reference to the "Shipping Parties"; and (d) the term "including" means "including, without limitation".

人可能蒙受的因该**恐怖主义行为**而引起的任何和所有损失或损害。尽管有前述规定，本条不应被视为限制**运输方**在第 5.1 条项下对**快递组织**成员所负的义务的范围或程度。

7.4 在**本条件**中：(a) 所提及的一方是指受限于**本条件**的一方，而所提及的条款是指**本条件**的条款；(b) 所提及的人包括自然人、法人或非法人团体（无论是否具有独立的法人地位）；(c) 所提及的“**托运人**”一词视为是指“**运输方**”，以及(d) “包括”一词是指“包括但不限于”。

Definitions Exhibit

"**Act of Terrorism**" has the meaning ascribed to that term under the SAFETY Act.

"**Applicable Law**" means any and all laws, regulations and rules applicable to the exportation, importation, transportation, storage and handling of the Shipment and to any obligation or activity related to these Conditions.

"**Carriage**" means all services performed by or on behalf of World Courier in relation to a Shipment, including packing after tender, transporting, importing, exporting, customs clearance, unpacking in connection with delivery, in-transit storage and related documentation and handling.

"**Charges**" means all fees and charges payable to World Courier in accordance with the Conditions.

"**Compulsory Legislation**" means any of the following when it applies compulsorily to any stage of the Carriage, to the extent it cannot be waived or modified:

- (a) the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929, as amended;
- (b) the Guadalajara Supplementary Convention (1961);
- (c) the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999;
- (d) the Convention on the Contract for the International Carriage of Goods by Road (CMR) (Geneva, 19 May 1956); or
- (e) any other international convention or national law.

"**Conditions**" means these Conditions of Carriage and the Waybill.

"**Courier Organisation**" means World Courier and its subsidiaries and affiliates and their respective directors, officers, employees, agents and subcontractors, excluding any third party engaged by World Courier solely as agent for any Shipping Party.

"**Dangerous Goods**" means any item which is or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive or that otherwise presents a risk of damage or injury of any type to property or person.

"**Declared Value for Carriage**" means the Declared Value for Carriage, if any, indicated on the Waybill.

"**Force Majeure Event**" means hazards or dangers incident to a state of war or belligerency; any act or restraint or other guidance, restriction or prohibition of any government or public authority acting with actual or apparent authority; a public health emergency of international concern; strikes, riots, or civil unrest (whether or not involving World Courier's employees); fires, water damages,

定义附件

"**恐怖主义行为**"具有该术语在《反恐技术法案》项下被赋予的含义。

"**适用法律**"是指适用于货物出口、进口、运输、储存和操作以及适用于与**本条件**有关的任何义务或活动的任何和所有法律、法规和规章条例。

"**运输**"是指由或代表 **World Courier** 就货物履行的所有服务,包括交运后包装、运输、进口、出口、清关、与交付有关的拆包、运输途中的储存以及相关的手续和操作。

"**收费**"是指根据**本条件**应付给 **World Courier** 的一切费用和收费。

"**强制性法律**"是指强制适用于任何**运输**阶段的而且无法取得豁免或修订的下述任何一项:

- (a) 1929年10月12日在华沙签订的经修订的《统一国际航空运输某些规则的公约》;
- (b) 《瓜达拉哈拉补充公约》(1961年);
- (c) 1999年5月28日在蒙特利尔签订的《统一国际航空运输某些规则的公约》;
- (d) 《国际公路货物运输合同公约》(CMR)(日内瓦,1956年5月19日);或者
- (e) 其他任何国际公约或国家法律。

"**本条件**"是指本运输条件以及**运单**。

"**快递组织**"是指 **World Courier** 及其子公司和关联实体,以及前述各方各自的董事、管理人员、雇员、代理人 and 分包商,但不包括任何被 **World Courier** 聘用仅仅作为任何**运输方**代理人的第三方。

"**危险货物**"是指任何是或可能会变得危险、有害、有毒(包括辐射材料)、易燃、具有爆炸性的或者以其他方式对财产或人带来任何类型的损坏或伤害风险的物品。

"**运输申报价值**"是指**运单**上所示的运输申报价值,如有。

"**不可抗力事件**"是指战争状态或交战状态对造成的危害或危险;通过实际或表见权限行事的任何政府或公共机构的任何行为或约束或其他引导、限制或禁令;国际关注的突发公共卫生事件;罢工、暴乱或平民骚乱(无论是否涉及 **World Courier** 的雇员);火灾、水渍、水灾、大地轻微震动、地震、泥石流、暴风雪、龙卷风、飓风、季风、

floods, tremors, earthquakes, mudslides, snowstorms, tornadoes, hurricanes, monsoons, eruptions and other natural disasters and extreme weather conditions; and/or acts of God and/or any other circumstances outside the party's control.

"Indemnifiable Losses" means any and all costs, losses, expenses, demands, claims, actions, causes of action, judgments, assessments, damages, amounts paid in settlement of actions or claims, obligations, recoveries, deficiencies, liabilities, fines, penalties, costs and fees, including court costs and reasonable attorneys' fees and expenses.

"Licences" means all import and export licences and other authorizations relating to the Shipment necessary for the Carriage, including any required by Applicable Law or any Relevant Authority.

"Prohibited Person" means any individual or entity with whom transactions are restricted or prohibited under any sanction, prohibition or restriction imposed by any state, country, supranational or international governmental organization or any Relevant Authority.

"Qualified Anti-Terrorism Technology" has the meaning ascribed to that term under the SAFETY Act and expressly includes certified cargo screening facilities and any associated services offered by any member of the Courier Organisation.

"Relevant Authority" means any customs authority, customs inspection station, airport authority, national civil aviation authority (including the International Air Transport Association and International Civil Aviation Organisation) and any other authority having jurisdiction over any element of the Carriage or the Shipment.

"Relevant Authority Levy" means value added tax and any other tax, duty, levy, charge, deposit or outlay imposed by a Relevant Authority and/or any expenses incurred in complying with the requirement of any Relevant Authority with respect to a Shipment.

"Restricted Item" means any cargo or item that is subject to any import or export sanction, prohibition or restriction imposed by any state, country, supranational or international governmental organization or any Relevant Authority.

"SAFETY Act" means the Support Anti-Terrorism By Fostering Effective Technologies Act of 2002, 6 USC §441 et seq., of the United States of America, and the regulations promulgated thereunder.

"Shipment" means all items (including packing or packaging materials) tendered to, and accepted by, World Courier for Carriage under one Waybill.

"Shipper" means the person named as shipper on the Waybill.

"Shipping Parties" means the Shipper, consignee, receiver, owner of the Shipment and anyone else with an interest in the Shipment.

火山爆发以及其他自然灾害和极端天气状况；和/或天灾和/或其他任何超出一方控制的情形。

"可予赔偿的损失"是指任何和所有的成本、损失、开支、要求、权利主张、诉讼、诉因、判决、核定税项、损害/损害赔偿、为和解解决诉讼或权利主张而支付的款项、义务、判决赔偿、短缺、责任、罚款、处罚、成本和费用，包括法院费用和合理的律师费及开支。

"许可证"是指**运输**所需的与**货物**有关的一切进口和出口许可证和其他授权，包括**适用法律**或任何**相关部门**要求的任何许可证和其他授权。

"被禁主体"是指以下任何个人或实体，即根据任何州、国家、跨国或国际性的政府组织或任何**相关部门**施加的任何制裁、禁令或限制，限制或禁止与该等个人或实体进行交易。

"合格反恐技术"具有该术语在《**反恐技术法案**》项下被赋予的含义，并且明确包括经认证的货物筛查设施以及由**快递组织**任何成员提供的任何相关服务。

"相关部门"是指任何海关、海关检查站、机场管理机构、国家民用航空管理机构（包括国际航空运输协会和国际民用航空组织）以及对**运输**或**货物**的任何组成部分具有管辖权的任何其他权力机构。

"相关部门征费"是指任何**相关部门**征收的增值税及任何其他税款、关税、征费、收费、保证金或费用，和/或在遵守任何**相关部门**关于**货物**的要求过程中发生的任何费用。

"受限货品"是指受制于任何州、国家、跨国或国际性的政府组织或任何**相关部门**施加的任何进口或出口制裁、禁令或限制的任何货物或物品。

"《反恐技术法案》"是指美国《2002 年通过培育有效技术支持反恐法案》（6 USC §441 及以下），以及据之制定的法规。

"货物"是指一张**运单**项下向 **World Courier** 交运并被 **World Courier** 接受以进行**运输**的所有物品（包括包装材料）。

"托运人"是指**运单**上指定作为托运人的人。

"运输方"是指**货物**的**托运人**、收货人、收件人、货主以及对**货物**享有任何利益的其他任何人。

"Special Drawing Rights" means the Special Drawing Rights defined by the International Monetary Fund.

"Waybill" means the duly authorized waybill accompanying a Shipment or any shipping document, label, receipt, electronic entry, order form or any other means issued or provided by World Courier that preserves a record of the Carriage to be performed with respect to the Shipment.

"World Courier" means the World Courier company appearing on the Waybill.

"特别提款权"是指国际货币基金组织定义的特别提款权。

"运单"是指**货物**附随的经适当授权的运单, 或者由**World Courier** 签发或提供的保存对**货物**将要履行的**运输**的记录的任何运输单据、标签、收据、电子记录、订单或任何其他方式。

"World Courier"是指出现在**运单**上的 World Courier 公司。