

CBIP Standard Contract **2021**

This **AGREEMENT** is made on **[insert date/time and date]** (“**Agreement Date**”)

Between:

- (1) **CBIP LOGISTICS LIMITED** (*trading name: C & B Investment Partners Limited*), a corporation established and existing in Hong Kong, having its registered office at 24/F, 125 Bonham Strand, Sheung Wan, Hong Kong (“**CBIP**”);
- (2) **[INSERT COMPANY NAME HERE]** a corporation established and existing under the laws of **[INSERT COUNTRY OF INCORPORATION HERE]**, having its registered office **[INSERT REGISTERED BUSINESS ADDRESS HERE]** and business registration number **[INSERT BUSINESS REGISTRATION (OR EQUIVALENT) NUMBER HERE]** (“**Client**”);

Whereas:

- (3) CBIP is in the business of providing export and import services to and from the Client, including but not limited to customs clearance, collection from **[Hong Kong]**, warehousing, sorting, distribution and logistics services documented in APPENDIX A - Scope of work

The Standard Operating Procedure is to be a live document and may be changed by either the Client or CBIP from time to time, subject to strict review, consideration, discussion, and approval by both CBIP and the Client.

It is hereby agreed as follows:

1. **OBJECTIVE OF THIS AGREEMENT**

The objective of this Agreement is to facilitate the parties to enter into a mutual agreement for CBIP to provide a logistics solution for the client. The services to be completed under this Agreement are described in Appendix A of this Agreement.



2. APPOINTMENT

- 2.1 Subject to the signing of this Agreement, the Client appoints CBIP to provide the Services within Appendix A to the Client in <insert country> throughout the validity of the intended Agreement.
- 2.2 CBIP will be an independent contractor. Nothing in this Agreement is deemed to constitute a partnership between Client and CBIP, nor constitute any party as the agent of any of the other parties for any purpose.
- 2.3 Title to the Client's products handled by CBIP under this Agreement will remain at all times with Client or such third party as Client may specify.

3. TERMS OF AGREEMENT

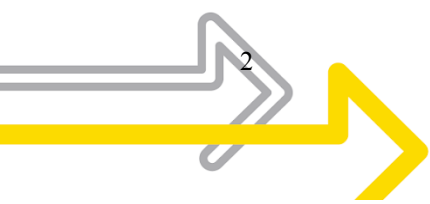
- 3.1 This Agreement will be valid for a period of X-months from the Agreement Date ("**Initial Period**"). Services charged are to be reviewed annually.
- 3.2 On the expiry of this Agreement, the Agreement will automatically renew for initially a further 12-months ("**Renewal Period 1**") and then for a further 12-months thereafter ("**Renewal Term**") at each expiry date unless the Client has provided notice to terminate the contract, at least one calendar month-prior to the Expiry Date of the Initial Period, Renewal Period 1, or any Renewal Term thereafter.

4. SERVICE CHARGES AND PAYMENT

- 4.1 **Service Charges:**
The indicative Service Charges (the "**Service Charges**") are specified in APPENDIX B. Please note these are indicative only and are subject to change without notice.

In the event that the Service Charges have been under-estimated, CBIP has the right to review and amend the Service Charges within the first 6-months of the Agreement Date.

- 4.2 **Final Charges:**
All final charges will be subject to the applicable charge on the particular day the Service is performed.





4.4 **Payment Terms:**

All Service Charges will be subject to an agreed deposit prior to work commencing. Invoices are to be settled by the Client to CBIP by the end of the next calendar month ("**Invoice Date**").

Failure by the Client to settle the outstanding invoice by the Invoice Date, the total Service Charges for that Service Charge Month, will incur a 2% per month penalty, calculated on the outstanding invoice amount.

Example:

Outstanding invoice amount: USD 20,000

Invoice overdue by 10 days

Penalty = USD 20,000 * (2% per month * 10/30 days) = USD 135

Overpayment / Underpayment:

In the event the Client has overpaid an invoice for example due to a higher duty and tax amount invoiced but lower duty and or tax finally charged, this amount will be kept as credit for Client's next invoice.

In the event that there is an amount owing to the client in the final invoice, CBIP will reimburse this amount to the Client. CBIP is not liable for any bank transfer or foreign exchange transaction costs.

In the event the Client has underpaid an invoice due to a lower duty and tax (DDP and DDU shipments for example) amount invoiced but the final duty and or tax charge is higher, this amount will be invoiced for at the next available invoice date. In the event that there is an amount owing to CBIP after the final invoice, the Client agrees to settle this amount within 30 calendar days. CBIP is not liable for any bank transfer or foreign exchange transaction costs.

In the event of termination, all outstanding invoices are to be settled prior to the deposit (refer to Appendix B for the deposit amount) is released and reimbursed to the client.

The Client agrees to pay CBIP through bank transfer to the following bank account:

Account Name: C & B INVESTMENT PARTNERS LIMITED

Bank: HSBC Hong Kong

Bank Address: 1 Queen's Road Central, Hong Kong

Bank Code: 004

Bank Account No: 848-732897-838

SWIFT Address: HSBCHKHCHK

4.5 All Service Charges are to be invoiced in **United States or Hong Kong** dollars.

4.6 The core services to be provided by CBIP are outlined in Appendix A.





5. GENERAL TERMS

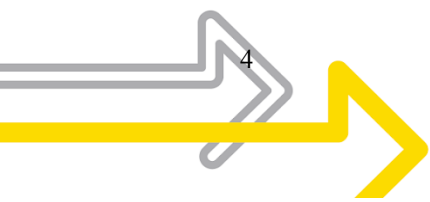
- 5.1 The Client and CBIP shall (and shall procure that their respective related entities and employees, agents and subcontractors, who have access to the other parties' confidential information on a need-to-know basis), keep confidential the terms of this Agreement and all confidential information of the other parties, and use all such confidential information solely as necessary for the purposes of this Agreement only. This Clause shall survive the expiry or termination of this Agreement.
- 5.2 Each party bears its own costs incurred in connection with the preparation of the Agreement.
- 5.3 No party may assign any rights under this agreement, in whole or in part, without the prior written consent of the other parties.
- 5.4 This agreement and the relationship between the parties shall be governed by, and interpreted in accordance with the laws of Singapore.
- 5.5 CBIP can arrange insurance coverage for all goods throughout the entire Export process where CBIP is responsible for collection, warehousing, and final mile delivery, but at no time is CBIP liable for any loss, damage or other liability in relation to damage to goods.

If CBIP are to arrange insurance on behalf of the Client, in the event that an insurance claim was to arise, CBIP will work on behalf of the Client in handling the insurance claim with the Insurer.

Both the Client and CBIP agree to adhere to the principals included in The Warsaw Convention of 1929, with regards to the rights and liabilities of air carriers, passengers, and consignors and consignees of goods.

[Please refer to the Insurance Charges in Appendix B.]

- 5.6 **Circumstances beyond CBIP's Control:** CBIP is not liable for any loss, delay, or damage arising out of circumstances beyond CBIP's control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to CBIP; any act or omission by a person not employed or contracted by CBIP - e.g. the Client, Receiver, third party, customs or other government official; "Force Majeure" - e.g. earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, civil commotion, or industrial action.
- 5.7 **Claims:**
All claims must be submitted in writing to CBIP within 15 calendar days after the date of the event (for example: the date the shipment is shipped out), failing which CBIP and the





Insurer shall have no liability whatsoever. Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith.

5.8 Customs Clearance:

CBIP may perform any of the following activities on Client's or receiver's behalf in order to provide its services: (1) complete any documents, amend product or service codes, and pay any duties, taxes or penalties required under applicable laws and regulations, (2) act as Client'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 (3) redirect the Shipment to Receiver's customs broker or other address upon request by any person who CBIP believes in its reasonable opinion to be authorized. Any fees incurred by CBIP for the Client's shipments, will be billed to the Client.

5.9 Deliveries and Un-deliverables:

Shipments cannot be delivered to PO boxes or postal codes (excluding Dubai, Russia, and any other location where there are no other options accepted other than a PO Box address). Shipments are delivered to the Receiver's address provided by the Client but not necessarily to the named Receiver personally. Shipments to addresses with a central receiving area will be delivered to that area.

It is the role of the Client to notify a Receiver of an upcoming delivery or a missed delivery, not CBIP. Receiver may be offered alternative delivery options such as delivery on another day, no signature required, redirection or collection at a Service Point. The Client may exclude some delivery options on request. In the event of a missed delivery with a Receiver, Carriers will re-attempt to deliver two additional times, and if still unsuccessful, Client will be notified, and the shipment may either be returned to CBIP nominated location or destroyed (sustainably), at the expense of the Client.

If the Shipment is deemed to be unacceptable as described in Section 5.16, or it has been undervalued for customs purposes, or Receiver cannot be reasonably identified or located, or Receiver refuses delivery or to pay Customs Duties or other Shipment charges, CBIP shall use reasonable efforts to return the Shipment to CBIP at the Client's cost, failing which the Shipment may be released, disposed of or sold without incurring any liability whatsoever to Client or anyone else, with the proceeds applied against Customs Duties, Shipment charges and related administrative costs with the balance of the proceeds of a sale to be returned to Client. CBIP shall have the right to destroy any Shipment, in the event any jurisdiction prevents the goods from returning to CBIP as well as any Shipment of Dangerous Goods.

5.10 Governing Law: Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of CBIP, to the non-exclusive jurisdiction of the courts of, and governed by the law of **[Hong Kong Special Administrative Region]**.



- 5.11 **Inspection:** CBIP has the right to open and inspect a Shipment without notice for safety, security, customs or other regulatory reasons. If opened, CBIP will repackage the goods as they were found at CBIP's expense.
- 5.12 **Routing:** Client agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places. Stopovers in each country are not to last any longer than 3 working days on a best efforts basis.
- 5.13 **Severability:** The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.
- 5.14 **Shipping Charges and Fees**

5.14.i CBIP's Shipment charges are calculated according to the higher of actual or volumetric weight per piece and any piece may be re-weighed and re-measured by CBIP and its partners to confirm this calculation. If there is a discrepancy in declared volumetric weight and actual volumetric weight, the Client will be billed on actual weights and dimensions.

Volumetric calculation is $[\text{Length (cm)} * \text{Width (cm)} * \text{Depth (cm)}] / 5000$.

The highest of the actual or volumetric weight will be charged on a per parcel basis for all shipments.

5.14.ii The Client, when CBIP acts on the Receiver's behalf, shall pay or reimburse CBIP for all shipment or other charges due, or Customs Duties owed for services provided by CBIP or incurred by CBIP on Client's or Receiver's behalf. Payment of Customs Duties may be requested prior to delivery.

5.14.iii If CBIP uses its credit with the Customs Authorities or advances any Customs Duties on behalf of a Receiver who does not have an account with CBIP, CBIP shall be entitled to assess a fee.

5.14.iv Charges for delays in Shipments

The Client agrees to take ultimate responsibility for confirming the shipment is ready to be dispatched and that in the event that CBIP has not been in receipt of the correct customs (or other) documentation before dispatch, this is the sole responsibility of the Client. For example, if any FDA or FCC certification for USA shipments is not provided to CBIP prior to shipping to the USA and the Client requests for the goods to be dispatched, any costs associated with delays at customs, warehousing, carrier costs and any other such costs will be borne by the Client.

- 5.15 **Client's Warranties and Indemnities:** Client shall indemnify and hold CBIP harmless for any loss or damage arising out of Client's failure to comply with the following warranties and representations:

- all information provided by Client or its representatives is complete and accurate;



- the Shipment is acceptable for transport under Section 5.16;
- the Shipment was prepared in secure premises by reliable persons and was protected against unauthorized interference during preparation, storage and any transportation to CBIP;
- Client has complied with all applicable customs, import, export, data protection laws, sanctions, embargoes and other laws and regulations; and
- Client has obtained all necessary consents in relation to personal data provided to CBIP including Receiver's data as may be required for transport, customs clearance and delivery, such as e-mail address and mobile phone number.

5.16 Unacceptable Shipments

A Shipment is deemed unacceptable if:

- no customs declaration is made when required by applicable customs regulations,
- it contains counterfeit goods, animals, bullion, currency, gemstones; weapons, explosives and ammunition; human remains; illegal items, such as ivory and narcotics,
- it is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), ADR (European Road Transport Regulation on dangerous goods) or other relevant organization ("Dangerous Goods"),
- its address is incorrect or not properly marked or its packaging is defective or inadequate to ensure safe transportation with ordinary care in handling,
- it contains any other item which CBIP decides cannot be carried safely or legally.

5.17 CBIP's Liability

5.17.i CBIP's liability in respect of any one Shipment transported by air (including ancillary road transport or stops en route) is limited by the Montreal Convention or the Warsaw Convention as applicable, or in the absence of such Convention, to the lower of (i) the current market or declared value, or (ii) 19 Special Drawing Rights per kilogram (approximately \$US 10.00 per kilogram). Such limits shall also apply to all other forms of transportation, except where Shipments are carried only by road, when the limits below apply.

5.17.ii For cross border Shipments transported by road, CBIP's liability is or shall be deemed to be limited by the Convention for the International Carriage of Goods by Road (CMR) to the lower of (i) current market value or declared value, or (ii) 8.33 Special Drawing Rights per kilogram (approximately \$US 10.00 per kilogram). Such limits will also apply to national road transportation in the absence of any mandatory or lower liability limits in the applicable national transport law.

5.17.iii If Client regards these limits as insufficient it must make a special declaration of value and request insurance as described in Section 10 or make its own insurance arrangements.

5.17.iv CBIP's liability is strictly limited to direct loss and damage to a Shipment only and to the per kilogram limits in this Section 13. 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 risk of such loss or damage was brought to CBIP's attention.

5.17.v CBIP will make every reasonable effort to deliver the Shipment according to CBIP's regular delivery schedules, but these schedules are not binding and do not form part of the contract. CBIP is not liable for any damages or loss caused by delay.

5.18 Customer Service

The Client is responsible for all customer service contact and enquiries with Receivers.

The Client can summarise all enquiries and send to CBIP using the Daily Customer Service Enquiry template to be provided by CBIP and can submit this document to CBIP once per day and by 5pm Hong Kong time.

5.19 Tracking

CBIP will endeavor to provide tracking information for shipments when available to the Client, to on-forward to the Receivers.

5.20 API Integration

CBIP is to arrange an API integration between the Client's IT system and CBIP's primary warehouse management system, where possible, to help make the Standard Operating Procedure more efficient.



The Client, hereby, declares that they have read and agree to the terms and conditions within this Agreement.

IN WITNESS WHEREOF, this Letter of Intent has been signed by duly authorized representatives of the parties.

SIGNED for and on behalf of _____)
[INSERT CLIENT'S COMPANY NAME HERE]) Name:
in the presence of: _____) Title:

SIGNED for and on behalf of _____)
C & B Investment Partners Limited) Name: Chris Crutchley
in the presence of: _____) Title: Director



APPENDIX A: Standard Operating Procedure

Please refer to the Standard Operating Services below

e.g Services performed:

Inbound Transport

Receiving

Warehousing

Pick & Pack

Final Mile Delivery (Courier)

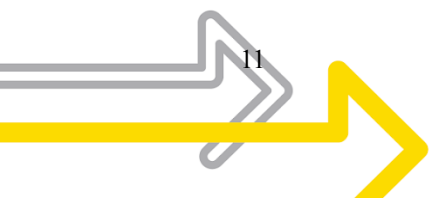
Account Service



APPENDIX B: Service Charges

*Please refer to the Service Charges Annexure **attached**.*

Deposit: TBC



APPENDIX C: Regulated Agent Regime

Known Consignor (Client) Aviation Security Declaration

In accordance with the Regulated Agent Regime, Client hereby declares, confirms, warrants and agrees as follows for every shipment made by it (a “Shipment”):

- (a) That no goods consigned for carriage by air by Client and / or Receiver to CBIP, do, or will contain any explosive or incendiary devices; and
- (b) That all information provided by Client or its representatives in connection with any Shipment is and shall be complete and accurate; and
- (c) That all Shipments are and have been prepared in secure premises; and
- (d) That the Client employs reliable staff to prepare all Shipments; and
- (e) That the Client has made and will make his best endeavor to protect all Shipments against unauthorized interference during preparation, storage and transportation to, or prior to delivery to CBIP; and
- (f) That all Shipments for delivery is properly marked (e.g. SKU Name, Colour etc.) & packed to ensure safe transportation with ordinary care in handling; and
- (g) That all applicable customs, import, export and other laws and regulations have and will be complied with; and
- (h) That the packaging and contents of all Shipments may be examined for security reasons (except Diplomatic and Consular Bags).

Client agrees and acknowledges that any failure to comply with the above requirements may result in serious liability on the part of Client.