



#### 4. WARRANTY/保证

4.1 The Customer entering into any transaction or business with the Company hereby expressly warrants that it is either the owner or the authorized agent of the owner and that it is authorized to accept these STC not only for itself but for the owner, sender, shipper or consignee of any Goods. In the event that any such person should not, for whatever reason, be bound by these STC, the Customer shall indemnify the Company completely against all and any liability that the latter shall incur because of that.

在与公司进行任何交易或业务时，客户明确保证其所系货物的所有人或经货物所有人授权的代理人，不仅有权代表自身也有权代表货主、发运方、发货人或收货人接受本 STC。无论何种原因，如 STC 不能约束上述任一方，而公司由此承担了任何责任，则客户应当全额向公司进行补偿。

4.2 Customer will provide all shipment documentation and transportation, or any other documentation required for the particular Services, as established by the applicable laws and regulations in force in the relevant territories in which the Services are performed. Customer further warrants that all the information, instruction and documents (including the shipping order, customs declaration, license, contract, certificate of commodity inspection, commercial invoice, packing list, bill of lading, waybill, and another document that is otherwise necessary for the Company to perform its contractual duties) provided by or on behalf of the Customer is completed, accurate, true and sufficient and that each Good in the shipment is properly described in the transport documents or in any other documents. The Customer warrants that it will not withhold any necessary or pertinent information, and indemnifies the Company against all claims, losses penalties, damages, expenses and fines arising as a result of a breach of the above whether negligently or otherwise.

客户应当提供服务履行地区现行法律和法规规定的、特殊服务所需的所有装运文件或任何其他文件。客户进一步保证，由客户或客户代表人提供的所有信息、指示以及文件资料（包括订舱单、报关单、许可证、合同、商检证书、商业发票、装箱单、提单、运单以及其他任何公司为履行合同职责所需文件）均是准确、完整、真实且充分的，并且运输单据或其他文件中对装运的每件货物所作的描述都是正确的。客户保证其将不会保留任何必要信息或相关信息。无论是出于疏忽，如违反上述保证，客户均应向公司承担责任，补偿公司由此产生的一切索赔、损失、处罚、损害、费用及罚款。

4.3 Customer will provide accurate information concerning any Party, including any third Party, from whom Company is to pick up any shipment. In relation to such receiver or third Party, Customer shall be responsible for any costs or losses incurred due to confiscation, refusal to accept, insolvency or refusal to pay.

客户应当提供任何相关方（包括第三方）的准确信息，以便公司从其处收取货物。对于该等收货人或第三方，客户应对因没收、拒绝接受、破产或拒绝付款而产生的任何费用或损失负责。

4.4 The Customer shall make sure that the Goods are accompanied by all necessary completed documents, save to the extent that the Company has undertaken to prepare or procure this, failing which the Company shall be entitled to refuse acceptance of the Goods, or to order the removal of Goods in storage or to refuse delivery of the Goods until the correct documents have been provided.

除公司承诺将准备或取得的文件以外，客户应当确保随货提供一切必要且完整的单证文件，否则公司有权拒收货物，或指示将货物从仓库中移出，或拒绝交付货物，直至客户提供正确的单证文件。

4.5 The Customer is responsible that the Goods will be properly, adequately and appropriately prepared and packed, stowed, labelled and marked, in compliance with the requirements of all relevant transport authorities and carriers. Customer warrants will comply fully with all commodity restrictions, security, information, customs, packaging and labelling requirements for each service, as established by the applicable laws and regulations in force in the relevant territories in which the Services are performed or to be performed. Customer will provide the Company with accuracy customs commodity codes, full Good descriptions, values, origin of all Goods.

客户确保负责货物将会依据相关运输主管部门和承运人的所有要求进行妥善、充分且适宜的准备、包装、仓储、标签及标识。客户保证其将完全遵守服务履行或即将履行地区现行法律和法规规定的、与各项服务有关的所有商品限制、安全、信息、海关、包装和标签要求。同时，客户将向公司提供所有货物准确的海关商品代码、完整的货物描述、货物价值以及原产地。

4.6 Customer should provide relevant documents and procedures related to the transportation of Dangerous Goods and make relevant declarations. Customer shall indemnify and hold Company harmless in respect of failure to declare of Dangerous Goods, conceal, or omit in accordance with regulations, improperly packaged, missing appropriate accompanying documentation, or mislabeled, or any that are transported under a service which does not permit this. This includes without limitation any penalties or damages or compensation or charges or expense incurred or levied by the Company or its subcontractors.

客户应当提供与危险货物运输的相关证件、手续并进行相关申报。如危险货物未按规定申报、瞒报、漏报、包装不当、遗失相应附带文件、或贴错标签或其他任何不允许在此服务下运输的货物，客户应向公司进行赔偿并使其免受损害，该赔偿包括但不限于公司或其分包商产生或被征收的任何罚款、货损、赔偿或其他费用。

4.7 Customer warrants that Company receives the Goods from Customer when already stowed in or on a Transport Unit (in or on a container, trailer, tanker, or any other device specifically constructed for the carriage of Goods by land, sea or air) and that the Transport Unit is in good condition, and that the Transport Unit is suitable for the purpose of transportation of Goods loaded therein or thereon and all Goods have been properly and sufficiently prepared, packed and labelled and that the preparation and packing are appropriate for usual logistics operations or transactions as envisaged by these STC.

客户保证，当公司从客户处收到货物时，货物已被装载在运输工具之内或之上（如装载在集装箱、拖车、油轮或任何其他专为陆路、海上或空中运输货物而建造的设备之内或之上），客户应保证运输工具处于良好状态且装载设备和运输工具适于运输装载在其中或其上的货物。客户同时保证，所有货物已被妥善地准备、包装和贴标，并且货物的准备和包装适于本 STC 规定的通常的物流操作或交易。

4.8 Customer warrants that the characteristics of the Goods, are in compliance with any statutory regulations or official or recognized standards and in such condition as not to cause damage or injury or the likelihood of damage or injury to the property of the Company or to any other Goods or would or may cause pollution of the environment or harm to human health, whether by spreading of damp, infestation, leakage or the escape of fumes or substances or otherwise howsoever.

客户保证，货物的特性符合所有相关法律法规及官方或公认的标准，并且不会因潮气扩散、虫害、渗透、烟雾或物质的泄漏或任何其他原因，而对公司的财产或任何其他货物造成损害，亦不会对环境造成污染或对人类健康造成危害。

4.9 Customer warrants that before the presentation of the Goods for collection, the Customer will inform the Company in writing of any special precautions necessitated by the nature, weight or condition of the Goods and of any statutory duties specific to the Goods with which the Company may need to comply.

客户保证，在交付货物之前，以书面形式通知公司因货物性质、重量或状况所需对货物采取的特别措施，以及公司在为特殊货物提供服务时应履行的法定义务。

4.10 Should the Company in his capacity of charterer or shipper become liable in connection with carriage of Customer's Goods by sea, to pay general average contribution to the ship-ownery or the carrier or become exposed to claims from third Party for reasons stated above, the Customer shall defend, indemnify and hold harmless the Company in respect of any claims of a general average nature, including any claims or demands for general average security which may be made on the Company, and the Customer shall on demand from the Company provide such security as may be required by the Company.

如公司作为承租人或托运人因海上运输客户货物而须向船东或承运人承担支付共同海损分摊金额的责任，或由于上述原因而遭受第三方索赔的，客户应抗辩、补偿并使公司免受因共同海损索赔所遭受的一切损害，包括任何公司因此遭受的索赔或需要提供的共同海损担保，在此种情形下，客户应根据公司的要求提供该种担保。

4.11 If at any time the Company reasonably considers that the delivery of the Goods should not be undertaken or continued or only continued after effecting any necessary Incidental Matters or incurring additional expense or risk, the Company shall be entitled to:

如果公司在任何时候合理地认为货物的运输不应进行或继续进行，或仅在产生任何必要的附带事项或产生额外费用或风险后继续运输，则公司有权：

a) abandon the carriage of such Goods or to affect such additional Incidental Matters and incur such additional expense, as may be reasonably necessary in order to enable the carriage to be effected or further effected; and

放弃该等货物的运输，或进行该等额外附带事项，并由此产生为使该等运输得以进行或进一步进行的合理额外开支；及

b) be reimbursed by the Customer for the cost of all such additional Incidental Matters and all such additional expense incurred.

由客户偿付所有该等额外附带事项的费用和发生的其他所有该类额外费用。

4.12 Customer shall indemnify and hold Company harmless for any expenses, costs, loss or damage arising out of its failure to comply with any applicable laws or regulations and for its breach of the warranties representations and obligations set out at this article.

对于因客户未能遵守任何相关法律或法规以及违反本条款规定的保证陈述和义务而产生的任何费用、成本、损失或损害，客户应赔偿并使公司免受损害。

#### 5.1 COMPANY'S OBLIGATIONS/公司的义务

5.1 Company undertakes that it has, and shall maintain during the term of these STC, all authorities, registrations, and/or licenses necessary to perform the Services described hereunder and shall only engage carriers, and other subcontractors that have all authorities, registrations, licenses required by applicable laws to provide the transportation, consolidation, and related logistics services.

公司承诺，在 STC 条款的期限内，其拥有并应持续拥有履行 STC 中所述服务所需的所有权限、登记注册和/或许可证，并只能雇佣根据相关法律要求拥有所有权限、登记注册、许可证的承运人和其他分包商来提供运输、拼装及相关的物流服务。

5.2 The Company shall provide the Customer with advice in respect of matters related to freight forwarding with a view to achieving the Customer's purpose in a safe, swift and economic manner. At the request of the Customer, the Company shall provide update of the status of the Goods in transit from time to time.

为达成客户意愿，公司应当就货物运输代理相关事宜向客户提供意见。意见的给出应遵循安全、迅速且经济的原则。应客户要求，公司应随时向客户更新在途货物的状态。

#### 6. LIABILITY/责任

6.1 Company shall only be liable to the Customer in respect of the direct physical loss or damage to Goods and only bear the actual losses incurred by the Customer in accordance with legal provisions. The Company shall not be liable for delays and for indirect or consequential loss or damage or any punitive damages compensation including but not limited to special damages, costs of procurement of substitute Goods or Services, loss of opportunity or future business, loss of profit, loss of income, loss of goodwill, loss of customers, loss of production, production line stoppage, punitive damages, fines and penalties and even if the risk of such loss or damage was brought to the attention of the Company. Company shall have no liability for false or inaccurate indications, a lack of information or specific indications essential to the proper performance of the operation; inherent vice of the Goods; error, omission or fault of Customer; Force Majeure event or any regulatory constraints, in particular linked to the nature of the Goods and any other cause or event which the Company is unable to avoid by exercise of due diligence. 公司仅就货物的直接有形灭失或损坏向客户承担责任，并且仅承担客户按法律规定发生的实际损失。公司不对迟延、间接性或后果性灭失或损坏或任何惩罚性损害赔偿承担责任，包括但不限于特殊损害、购买替代货物或服务的费用、丧失未来商业机会、利润损失、收入损失、商誉损失、客户损失、产量损失、生产停工损失、惩罚性损害赔偿、罚金罚款，即便已提醒公司注意上述损失或损害的风险。公司对于客户虚假或错误的指示、客户未对正确履行合同提供至关重要信息或特定的指示、货物的固有缺陷、客户的错误、遗漏或过失、不可抗力事件或任何监管限制，特别是与货物的性质相关的以及公司通过尽职尽责无法避免的任何其他原因或事件不承担责任。

6.2. Customer acknowledges and agrees that the transit times stated in the Purchase Order, if any, do not constitute a time guarantee. These are estimates only and non-binding upon the Company. It is agreed that, insofar as the Company's obligations are concerned, time shall not be of the essence and any delay will not entitle the Customer to cancel any contract or claim damages. Notwithstanding, Company will use its best commercial endeavors to enable that the Goods arrive within reasonable time.

客户承认并同意，采购订单中约定的运输时间（如有）不构成时间保证。该等时间仅为预估，对公司并无约束力。双方同意，就公司的义务而言，时间并非至关重要的因素，客户无权就任何延迟解除合同或索赔损失，但公司将尽最大商业努力以使货物在合理时间内到达。

6.3. The Customer acknowledges that inherent in the nature of storing, handling, and transporting Goods is the possibility of differences between the actual physical quantity of the Goods in Company's possession and the quantity recorded. Such loss could have occurred by undetected short supply, pick error, non-recorded minor damages and other causes. Any such difference can lead to the Customer suffering loss or "value shrinkage". Customer agrees to a 0.5% shrink allowance, based on the value of Goods stored for a period of one year for loss due to damage, mysterious disappearance or other inventory shrink. Value of Goods will equal manufactured cost, plus incoming freight charges and applicable taxes. Shrink allowance will be applied against the net results of the physical inventory and cycle count adjustments made during the one-year period.

客户知晓，由于仓储、操作、运输中产品的固有特性，可能存在公司实际掌控的货物数量与记录的数量之间存在误差。该种损失可能是由于未发现供货短缺、分拣失误、未被记录的少量货损或其他原因导致。任何此类误差都可能导致客户遭受损失或“价值减损”。对于因损坏、不明原因失踪或其他库存减少造成的灭失，根据一年内存储货物的价值，客户同意 0.5% 的缩减额。货物价值等于制造成本，加上收取的运费和适用的税费的总和。缩减额将应用于一年内实际库存和周期盘点调整的净值。

6.4. Company shall be responsible for any and all loss or damage to the Goods that occurs while the Goods are in the care, custody or control of Company or any subcontractor engaged by Company subject always to the liability limits and exclusion clauses herein provided.

对于货物在由公司或公司雇佣的任何分包商照管、保管或控制期间发生的任何和所有货物损失或损坏，公司应始终在本协议规定的责任限额内和排除条款承担责任。

#### 6.5. General/一般条款

6.5.1 Where the Company acts as agent, the Company shall not be liable for the loss of the Customer including loss caused by the acts or omission of third parties unless and except to the extent that the loss is caused by the negligence of the Company subject always to the benefits of the exceptions and liability limitations under these STC.

在公司作为代理人的情况下，公司对客户的损失不承担责任，包括由第三方的作为或不作为造成的损失，除非该损失是由公司的疏忽造成的，但最终应受到本 STC 以及项下的除外责任和责任限制条款的约束。

6.5.2 Where the Company acts as Principal, subject always to the benefits of the exceptions and liability limitations under these STC, the liability of the Company for loss and damage to the Goods shall be determined as below:

当公司作为当事人的情况下，根据本 STC 规定的除外责任和责任限制条款的相关规定，公司对货物损失和损坏的责任应确定如下：

a) For Goods transported by vessels that are arranged by Company, the liability of Company for loss or damage to Goods, and of any subcontractor engaged by Company to perform transportation by vessel, shall be determined by the Hague-Visby Rules, being the International Convention for the Unification of certain rules Relating to Bills of Lading signed at Brussels on 25th August 1924 as amended by the Visby Protocol of 23rd February 1968 and the SDR Protocol of 21st December 1979, or in accordance the bill of lading provisions. The liability of Company shall be limited to 666.67 Special Drawing Rights (SDR) per package or 2 SDR per kilogram, whichever is greater.

对于由公司安排的船舶运输的货物，公司以及受公司委托提供船舶运输服务的分包商对货物灭失或损坏的责任，应根据 1968 年 2 月 23 日、1979 年 12 月 21 日经维斯比议定书及特别提款权议定书分别修订的 1924 年 8 月 25 日在布鲁塞尔颁布的《统一提单若干法律规则的国际公约》（以下称为“《海牙—维斯比规则》”）或根据提单条款确定。公司的责任限额为每件货物 666.67 个特别提款权（SDR）或每公斤 2 个特别提款权，两者中以较高者为准。

b) Transportation by Air: For shipments transported by air carriage that are handled and arranged by Company, the liability of Company for loss or damage to the Goods shall be determined by the Montreal Convention, being the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed in Montreal in 1999. Company's liability for loss or damage to Goods under the Montreal Convention shall be limited to 22 SDRs per kilogram or for countries for which the Montreal Convention is not applicable, the Warsaw Convention, being the Convention for the International Carriage by Air signed at Warsaw, Poland, on October 12, 1929, as amended and supplemented by applicable protocols and supplements (hereinafter collectively referred to as the "Warsaw Convention").

空中运输：对于由公司处理和安排的、通过航空运输的货物，公司对货物灭失或损坏的责任应根据 1999 年在蒙特利尔签署的《统一国际航空运输某些规则的公约》（以下统称为“《蒙特利尔公约》”）进行确定。根据《蒙特利尔公约》的规定，公司对货物灭失或损坏的责任应以每公斤 22 个特别提款权为限。对于《蒙特利尔公约》不适用的国家，公司的责任应根据经适用的议定书和补充协议修订的 1929 年 10 月 12 日在波兰华沙签署的《关于统一国际航空运输某些规则的公约》（以下统称为“《华沙公约》”）进行确定。

c) Inland Transportation by Road: Company is entitled to the protection of the exclusions and limitations of liability provided by the applicable international conventions (such as the Convention for the International Carriage of Goods by Road signed at Geneva, Switzerland, on May 19th, 1956 (hereinafter referred to as the "CMR"). The Company is entitled to the protection of the exclusions and limitations of liability provided limits specified in national laws on road transportation shall apply to limit the Company's liability for domestic transportation by road.

内陆公路运输：公司有权受到相关国际公约（例如 1956 年 5 月 19 日在瑞士日内瓦签署的《国际公路货物运输合同公约》（以下简称“CMR”））所规定的免责条款和责任限制的保护。公司对货物受免责条款和责任限制的保护，但前提是，国内公路运输法所规定的责任限制应适用于限制公司对国内公路运输的责任。

d) Transportation by Rail: Company's liability shall be limited by the mandatorily applicable international conventions (the Uniform Rules Concerning the Contract for International Carriage of Goods by Rail - CIM article 30 – 17 SDR per gross kilo of lost/ damaged Goods).

铁路运输：公司的责任应以强制适用的国际公约（国际铁路货物运输合同统一规则 - CIM 第 30 条 - 17 SDR 每毛公斤损失/损坏货物）为限。

e) Multimodal transportation: For multi-modal transportation, Company's liability is limited by the applicable international conventions (such as Warsaw, CMR, CIM, Hague-Visby). Whether or not the place where the accident occurred or the port of loading, the port of discharge, the country of the Customer and the Company is a party to the Convention, both parties agree that this article has binding effects between the Customer and the Company for any loss/damage to Customer arising from or in connection with the Services.

多式联运：对于多式联运，公司的赔偿责任受适用国际公约（如《华沙公约》、CMR、CIM、《海牙-维斯比规则》）的限制。无论事故发生地或装货港、卸货港、客户所在国家和公司是否为公约的缔约方，双方同意，本条款对客户和公司因服务引起或服务有关的任何损失/损害具有约束力。

f) Absence of applicable law: In the absence of any applicable international transport conventions, limits specified in applicable national transportation laws shall govern Company's liability. Where such laws do not provide liability limits, Company's liability for loss or damage to the Goods (including during the warehousing services) shall always be governed by the terms of the China International Freight Forwarders Association Trading Conditions and the total liability of the Company for the loss or damage to the Goods under this STC shall not exceed **1,000,000 RMB in yearly aggregate**.

无适用法律：在没有任何适用的国际运输公约的情况下，公司的责任应由适用的国家运输法中规定的限额确定。如果此类法律未规定责任限额，公司对货物损失或损坏（包括仓储服务期间）的责任应始终受中国国际货运代理协会标准交易条件的管辖，并且公司对本 STC 项下提供的服务的总责任每年合计不得超过人民币 1,000,000 元。

g) Company's liability for proven fault, if any, for any claim arising from customs broker services shall be limited to CNY 325.00 per entry or the amount of brokerage fees paid by Company on Customer's behalf, whichever is less, not to exceed 75,000 SDR in the annual aggregate.

公司对经过证实的、提供报关服务过程中存在的过错（如有）责任应限于每次报关人民币 325.00 元或公司代表客户支付的代理费，以较低者为准，每年合计不得超过 75,000 特别提款权。

6.6 Except in so far as otherwise provided by mandatory laws and regulations, notwithstanding any other provisions of the STC, the Company's liability for any other loss or damage other than to Goods whether arising from negligence, fault or other causes shall always be limited up to **100,000 RMB** per occurrence and **1,000,000 RMB** in the yearly aggregate.

除非强制性法律和法规另有规定，无论 STC 是否有任何其他相反的规定，公司对于除货物灭失或损坏以外的责任，无论是疏忽、过失或其他原因引起的，每次事故不得超过人民币[100,000]元，每年累计不得超过人民币[1,000,000]元。

6.7 Any loss or damage that occurs during the provision of the ancillary services to transport (including but not limited to transit, consolidation, cross docking) but not during transportation shall be deemed to have occurred during the transportation portion of the Services and therefore be subject to the liability limits of the relevant transportation Service.

在提供运输的辅助性服务（包括但不限于运输、拼箱、越库配送）期间而非运输期间发生的任何灭失或损坏，应视为是在运输服务的期间发生，因此责任应以相关运输服务的责任限额为限。

6.8 In light of the limitations of liability applied by Company, Company recommends that the Customer arranges cargo insurance to protect its own and other's interests. The company can arrange cargo insurance, after a written agreement.

考虑到公司所适用的责任限制条款，公司建议客户购买货物保险以保护其自身和相关利益方的利益。在经客户书面同意后，公司可以代为安排购买货物保险。

## 7. CONTAINERS/集装箱

7.1 If a Container has not been packed or stuffed by the Company, the Company shall not be liable for loss of or damage to the contents if caused by:

如果集装箱非由公司装箱，公司对由以下原因造成货物的丢失或损坏不承担责任：

a) the manner in which the Container has been packed or stuffed,

装载、包装集装箱的方式，

b) the unsuitability of the contents for carriage in Containers, unless the Company has approved the suitability,

货物不适合用集装箱运输，除非公司已批准其适用性，

c) the unsuitability or defective condition of the Container;

集装箱不适配或有缺陷；

d) the fact that the Container is not sealed at the commencement of the Carriage, except where the Company has agreed to seal the Container.

集装箱在初始运输时未密封，但公司已同意代为密封集装箱的情况除外。

7.2 Where the Company is instructed to provide a Container, in the absence of a written request to the contrary, the Company is not under an obligation to provide a Container of any particular type or quality. The Customer warrants that it will return the empty Container in a clean and cargo worthy condition to the nominated delivery address within the time specified by the owner of the Container, which is usually, but not always, 7 days for general containers and 5 days for other containers. The Customer agrees and acknowledges that the Customer will pay any Container detention charges to the Company as agent for the owner. Detention charges will commence the day after the Container is due to be returned to the owner of the Container at the nominated delivery address. Copies of the relevant provisions of the applicable Container owner's tariff can be obtained from the Carrier or its agents upon request.

在公司被指示提供集装箱，且没有相反的书面的要求的情况下，公司没有义务提供任何特定类型或质量的集装箱。客户保证，其将在集装箱所有人指定的时间内将干净且适货的空箱返回到指定的交货地址。普通集装箱通常为 7 天，对于其他集装箱通常为 5 天（但并非总是如此）。客户同意并承认，客户将向作为集装箱所有人代理人身份的公司支付任何滞箱费。滞箱费将在集装箱按指定交货地址归还给集装箱所有人的期限届满后的第二天开始计算。如有需要，可向承运人或其代理人索要适用的集装箱所有人的价格表副本。

7.3 The Customer shall defend, indemnify and hold harmless the Company against all liability, loss, damage, costs and expenses arising from one or more of the matters referred to in Article 7 including but not limited to all charges and liabilities arising in connection with the use of any Container or Containers including repair costs, cleaning costs and/or detention charges. The Customer's indemnity will include any reasonable costs, either administrative or legal fees, incurred in recovering from the Customer any amounts owing, pursuant to this indemnity.

客户应保护、赔偿公司并使公司免受因第 7 条所述的一个或多个事项而产生的所有责任、损失、损害、成本和费用，包括但不限于与使用任何一个或多个集装箱有关的所有费用和和责任，包括修理费、清洁费和/或滞箱费。客户的赔偿范围将包括根据前述索赔而由公司向客户追偿欠款所产生的任何合理费用，包括行政或法律费用。

## 8. FORCE MAJEURE/不可抗力

8.1 Neither Party shall be liable for damage to Goods or delays and/or defaults due to causes beyond its control and without its fault or negligence, including, but without limiting: acts of God, or of the public enemy; fire or explosion; flood; actions of the elements; war; total or partial failure of transportation, delivery facilities, or supplies; acts or requests of any governmental authority; public health emergency of international concern, such as contagion, pandemic and epidemic; or any cause beyond its control, including without limitations the acts or omissions of any Parties other than Company or Customer, whether or not similar to the foregoing provided that the Party whose performance is affected gives written notice of the force majeure to the other Party within ten (10) days of its first occurrence (any such event, a "Force Majeure Event"). In the event of a Force Majeure Event, the Customer shall compensate the Company for all Services provided during the period of the Force Majeure Event. If the Force Majeure Event exceeds a thirty (30) days period, either Party shall have the right to terminate the affected Purchaser Order and/or the STC by giving the other Party at fifteen (15) days written notice of its intent to terminate the affected Purchaser Order and/or the STC.

任何一方均不对其无法控制且非其过错或疏忽的原因造成的货物损坏或延误和/或违约承担责任，包括但不限于：天灾或公敌的行为；火灾或爆炸；洪水；行为要素；战争；运输、配送设施或供料的部分或全部的故障；任何政府当局的行为或要求；国际关注的公共卫生紧急情况，如传染病、流行病和瘟疫；或任何无法控制的原因因素，包括但不限于公司或客户以外的其他方的作为或不作为，无论是否与上述情况类似，但受到影响的一方应在首次发生此类事件（“不可抗力”）后十（10）天内向另一方发出书面通知。发生不可抗力事件时，客户应补偿公司在不可抗力事件期间提供的服务。如果不可抗力事件发生超过三十（30）天，任何一方均有权提前十五（15）天，通过向另一方发出书面通知的方式终止受影响的采购订单及/或本 STC。

## 9. LIEN/留置

9.1 In addition to all other remedies the Company shall have the right to impose retention or lien, or other right to encumber, retain, sell, or otherwise dispose of Customers' Goods, documentation or property in transit, stored or otherwise within the possession or control of Company for satisfaction of any amounts owned by Customer.

除了所有其他补救措施外，公司有权扣留、留置或有权对其设立权利负担、保留、出售或以其他方式处理运输中、存储中或以其他方式被公司占有或控制的客户的货物、文件或财产，以偿付客户应付的款项。

9.2 For the purposes of these STC, the Company shall be deemed to have custody and possession of the Goods whether the Goods are in the actual physical custody and possession of the Company or of any subcontractors, servants or agents, and whether or not the Company is in possession of any documents of title relating to the Goods. The Customer and the Company agree that the Company has possession of the Goods even if the Goods are in the possession of the Company's subcontractors, servants or agents.

就本 STC 而言，公司应被视为已保管和占有货物，而不论货物是否由公司或任何分包商、雇员或代理人实际保管和占有，也不论公司是否拥有与货物有关的任何所有权文件。客户和公司同意，即使货物由公司的分包商、雇员或代理人占有，公司也对货物享有权利。

## 10. SUBCONTRACTORS/分包

10.1 Customer acknowledges that the Services rendered will be part of a global network of the Company including its subcontracted carrier, subcontractor or agents and Company perform the Services in cooperation and collaboration with such other duly appointed subcontractor. The Customer hereby agrees that the Company may entrust the part of Service to a third party or sign a freight forwarding agreement with the third party in its own name.

客户确认，公司所提供的服务将为公司（包括其分包商的承运人、分包商或代理人）全球服务网的一部分，且公司将与其他业经授权的分包商合作和协作提供服务。客户在此同意公司将部分服务委托第三人履行或公司以自己的名义与第三人签订货运代理协议。

10.2 The Company has complete freedom to decide upon the means and procedure to be followed in the handling and storage of Goods and is entitled and authorized to engage subcontractors to perform all or any of the functions required of the Company upon such terms and conditions as the Company in its absolute discretion may deem appropriate. The Customer undertakes that no claim will be made against any servant, sub-contractor or agent of the Company which imposes or attempts to impose upon any of them any liability whatsoever in connection with the Goods. If any such claim should nevertheless be made, the Customer undertakes to indemnify the Company against all consequences thereof.

公司完全有决定货物搬运和仓储过程中应遵循的方法和程序，并有权聘用分包商按照公司认为适当的条款和条件履行公司要求的所有或任何职能。客户承诺，其不会以使公司的任何雇员、分包商或代理人承担或意图使其承担与货物有关的任何责任为目的，向他们提出任何索赔，如果提出任何此类索赔，客户承诺将赔偿公司由此产生的一切后果。

10.3 Customer may request or impose any company or person to Company for the performance of whole or part of the services and/or for the payment of any amount for and on behalf of Customer. In any such event, Company will act as coordinator only. Customer warrants that any such company and/or person appointed or selected by Customer (the "Customer's Subcontractors"): a) has the legal right and hold any necessary approvals or licenses to provide the Services in the jurisdiction where the Services will be provided, b) has the financial standing and ability to perform the services, c) will at all times comply with any applicable laws and regulations including anti bribery and anti-corruption laws - including but not limited to the US Foreign Corrupt Practices Act, the UK Bribery Act and French Law Sapin II regulations and that Customer or such Customer's Subcontractors shall not, directly or through to any third party, offer, pay, or promise to pay money or anything of value (including but not limited to facilitation payments) to any person for the purpose of obtaining or retaining business or for the purpose of inducing this person or a third party to perform a function improperly, and all payment or remuneration received by Customer's Subcontractors is solely intended to compensate Services expressly provided under these STC and that it is not receiving such payment or remuneration for any other purpose and the Customer's Subcontractors shall comply with the principles set forth in the Group Supplier Code of Conduct (if any).

客户可以要求或强迫任何公司或个人向公司履行全部或部分服务和/或代表客户支付任何金额。在任何此类情况下，公司仅作为协调方。客户保证，由客户指定或选择的任何该等公司 and/或人员（“客户”的分包商）：a) 拥有合法权利并持有在提供服务的司法管辖区内提供服务所必需的任何证照或许可证；b) 具有能够提供服务的财务状况和能力；c) 将在任何时候遵守任何适用的法律法规，包括反贿赂和反腐败法律——包括但不限于美国《反海外腐败法》、英国《反贿赂法》和法国《萨宾第二法案》规定，客户或客户的分包商不得直接或通过任何第三方，向任何人提供、支付或承诺支付金钱或任何有价值的东西（包括但不限于或通费），以获得或保留业务，或诱使他人或第三方不当地履行职能，并且客户的分包商收到的所有付款或报酬仅用于补偿在本 STC 项下明确提供的服务，且该等付款或报酬并非用于任何其他目的。同时，客户的分包商将遵守公司供应商行为准则的要求（如有）。

## 11. COMPLIANCE WITH LAWS/合规

11.1 Either Party agrees to comply with the applicable provisions of any country, federal, provincial, state and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder and any provisions, representations or agreements, or contractual articles required thereby to be included or incorporated by reference or by operation of law in this STC, including but not limited to anti-money laundering, anti-corruption, anti-bribery Laws and export control laws and regulations in each country and region of operation.

任何一方同意遵守任何国家、联邦、省、州和/或地方法律或法令的相关规定，以及根据该法律或法令发布的所有合法命令、规则和法规，以及由此要求通过引用或通过法律实施纳入或加入本 STC 的任何规定、陈述或协议或合同条款，包括但不限于各个国家和地区的洗钱法、反腐败、反贿赂法和出口管制法律和法规。

11.2 The Customer represents and warrants, that he will solely bear the damages/risks resulting from any breach of duties under this Article and this STC and agrees to indemnify Company (or any of Company's sub-contractors) against any and all damages and risks resulting from any breach, including (but not limited to) fines, damages etc. resulting from the Customer's non-compliance therewith, whether this was intentional or the result of negligence, or resulting from the Customer's failure to provide all information requested or needed by Company in order to comply with above laws and regulations.

客户声明并保证，其将独自承担因违反本条款和本 STC 项下的任何义务而导致的损害/风险，并同意赔偿公司（或公司的任何分包商）因其任何违约而导致的任何和所有损害和风险，包括（但不限于）因客户不遵守本条款而导致的罚款、损害等，无论其是否故意或疏忽导致，或因客户未能提供公司要求或需要的所有信息以遵守上述法律和法规而导致的罚款、损害等。

## 12. EXPORT CONTROL/出口管制

12.1 Customer (together with its affiliates) shall comply with all applicable export control laws and regulations in each country and region of operation. By any new order, the Customer confirms that he has obtained the required licenses for the import, transfer, export or re-export of the Goods, or that he has complied with the applicable notification obligations, and that he has not or will not export, re-export, transfer, retransfer, or sell the Goods to a destination, end-user, or end-use that would be in breach of, or be penalized under Chinese, or other applicable jurisdictions' export control and sanctions laws, as the case may be. Customer shall inform the Company (or any of its affiliates) of any listing of its Goods or components under any applicable national export control regulations, including in any case UN, EU and US export laws. In case its Goods contain components originating in the US, Customer shall inform Company about the percentage of US material of the total value of the Goods (for this calculation, the sales prices of both the components and the final Goods shall be used) and whether these US components are listed and on which list position of the BIS Commerce Control List or of the US Munitions List. In addition, Customer shall inform Company about the end-use of the Goods.

客户（及其关联公司）应遵守所有相关国家及地区适用的出口管制的法律及规章。客户下达任何新订单，就等于其确认其已取得进口、转运、出口或再出口货物所需的许可，或其已经履行相关通知义务，不会且将来亦不会违反中国法或其他适用法下出口管制和经济制裁相关法律，将货物出口、再出口、转运、再转运或销售至该种法律所禁止的目的地。最终用户或最终用途。客户应根据任何适用的国家出口管制法规（包括联合国、欧盟及美国的出口法律）向公司（及其任何关联公司）通报其货物或零件是否被列入管制清单。如其货物包含源自美国的零件，客户应告知公司该货物中所包含的美国材料在货物总价值中所占的百分比（根据零件和最终货物的销售价格来进行计算），以及这些美国的零件是否已列入管制清单及其在美国商务部商品管制清单或美国军需品清单的具体位置。另外，客户应告知公司货物的最终用途。

12.2 In case that for any of the above-mentioned reasons an export license or permit is required, it is Customer's responsibility to obtain it and provide a copy to Company.

如因上述原因须提供出口许可证或执照，由客户负责获取许可或执照并将副本提供给公司。

12.3 Customer shall screen consignees/end users prior to any shipment to avoid any shipments to denied Parties (persons or legal entities).

客户应在装运前审查收货人/最终用户，避免将货物运送至出口管制黑名单上的实体（自然人或法人）。

12.4 The Company shall not transport the Goods or be liable to pay any damages or provide any benefit to the Customer to the extent that undertaking such an act, or failing to act or omitting material information related to such an act, would expose Company to any sanction, restriction, prohibition, or penalty under Chinese, or other applicable jurisdictions' export controls and sanctions laws.

如由于公司从事或从事上述事宜，或由于客户遗漏告知与上述事宜相关的重要信息，公司可能面临中国法或其他适用法下出口管制和经济制裁相关法律所规定的制裁、限制、禁止或处罚，公司有权拒绝承运货物，并不向客户承担任何赔偿或补偿责任

12.5 Customer represent and warrants, that he will solely bear the damages/risks resulting from any breach of duties under these STC and/or applicable export control laws and regulations and agrees to indemnify Company (or any of Company' sub-contractors) against any and all damages and risks resulting from any such breach, including (but not limited to) fines, damages etc. resulting from Customer's non-compliance therewith, whether this was intentional or the result of negligence, or resulting from Customer's failure to provide all information requested or needed by Company in order to comply with such laws and regulations.

客户陈述并保证，其独自承担因违反本 STC 和/或相关出口管控法律及规章制度项下义务而导致的损害/风险，并同意赔偿公司（或其分包商）因上述违约造成的所有损害及风险，包括（但不限于）因客户故意或疏忽未遵守本 STC 及相关法律法规规定而产生的罚款、损害赔偿等，或因客户未能提供公司为遵守上述法律法规规定所要求或需要的所有信息而造成的所有损害及风险。

**13. COVID-19 RELATED EVENTS/新冠肺炎疫情相关条款**

13.1 Notwithstanding anything herein contained in this STC, if at any time the performance of the Service is or is likely to be affected by a Risk Area, the Company may at its sole discretion choose to refuse, suspend, amend, cancel and/or terminate the Service whether or not the Service has commenced. Under the above circumstance, (i) at any time before the commencement of the Services, Company may give notice to Customer proposing to amend the part or all of the Services subject to agreement of the Parties; (ii) or cancelling the offer, and/or this STC and/or the affected Purchase Order; (iii) or cancelling such part of the Services likely to be affected by the Risk Area with no liability whatsoever relating to non-performance of the Services, the cancellation and/or termination of the offer or STC or the affected Purchase Order or otherwise being legally responsible for any loss, damage and/or delay arising therefrom.

无论本 STC 作何规定，只要在任何时候服务的履行受到或可能受到某一风险区域的影响，无论服务是否已开始，公司可自行决定拒绝、中止、变更、取消和（或）终止该服务。在上述情况下，（i）在服务开始前的任何时间，公司可在合理可能的情况下向客户发出通知，提议在双方同意的前提下变更可能受风险区域影响的部分或全部服务；（ii）或取消其报价和/或本 STC 和/或受影响的采购订单；（iii）或取消可能受风险区域影响的部分此类服务，且不承担因不履行上述服务、取消和（或）终止报价或本 STC 或受影响的服务而产生的任何损失、损害和（或）延误的法律责任。

13.2 If Services have commenced, either Party will notify the other Party of the performance of the Service being or likely to be affected by the Risk Area and Company will propose an alternative solution. The Parties will negotiate in good faith on the alternative solution proposed by the Company and the costs associated with the alternative solution. If within 30 days Parties can agree on a mutually acceptable alternative solution and on costs associated to such solution, in writing, Company will implement such alternative solution. If no alternative solution can be found, or if the Parties cannot agree on the alternative solution and/or its associated costs, either Party may terminate whole or the part of the affected Services or this STC or the affected Purchase Order without otherwise being legally responsible for any loss, damage and/or delay arising therefrom.

如果服务已经开始，任何一方将通知另一方服务的履行正在或可能受到风险区域的影响，且公司应当提出替代解决方案。双方将就公司提出的替代解决方案以及与该替代解决方案相关的费用进行友好协商，如果在 30 天内，双方可以书面形式就双方可接受的替代解决方案和与该解决方案相关的费用达成一致，则公司将实施该替代解决方案。如果无法找到替代解决方案，或双方无法就替代解决方案和（或）其相关费用达成一致，任何一方均可终止全部或部分受影响的服务、本 STC 或受影响的采购订单，且无需对此产生的任何损失、损害和/或延误承担法律责任。

13.3 In any event, the Company shall be entitled to full compensation on the Services or part of the Services performed for the Customer and unless otherwise agreed by the Parties, Customer shall pay any additional cost resulting from the above mentioned circumstances.

在任何情况下，公司有权全额收取为客户提供全部服务或部分服务的费用，且除非双方另有约定，客户还应支付因上述情况而产生的任何额外费用。

**14. RIGHT TO UNILATERALLY AMEND AND SUSPEND THE GENERAL TERMS AND CONDITIONS AND SERVICES/单方修改和暂停通用条款及条件及服务**

14.1 Customer acknowledges and agrees that the Company may amend this STC from time to time without necessarily notifying Customer.

客户承认并同意公司有权在不通知客户的前提下，随时修改本 STC。

14.1 Company may at its sole discretion choose to refuse, suspend, amend, cancel and/or terminate the Services whether or not the Service has been commenced.

无论服务是否已开始，公司可自行决定拒绝、暂停、修改、取消和/或终止服务。

**15. ASSIGNMENT/转包**

Neither Party shall assign any of the Purchase Order governed by these STC without the express written consent of the other Party provided that nothing will prevent Company from assigning or subcontracting any part of the Services to any affiliates, subsidiaries, third Party duly appointed by Company. The rights and liabilities set forth in these STC will be binding on Company and Customer and their respective successors and approved assignees.

任何一方均不得在未经另一方明确书面同意的情况下转让本 STC 项下的采购订单，但是不能阻止公司将服务的任何部分适当地转让或分包给任何关联公司，子公司，由公司适当委派的第三方。本 STC 中规定的权利和义务将对公司和客户及其各自的继承人和批准的受让人具有约束力。

**16. INDEPENDANCE OF THE PARTIES/订约方的独立性**

The Company is an independent contractor, and Customer shall not in any manner supervise, direct or control Company's performance under these STC. The company shall not supervise, direct or control Customer's employees in any manner. No person employed by either Party to these STC shall be held or construed to be an employee of the other Party for any purpose. Nothing in these STC shall be construed as giving either Party control over the managerial practices, financial administration or personnel practices, policies or procedures of the other Party.

公司是独立合同方，客户不得以任何方式监督、指导或控制公司在本 STC 下的履行情况。公司亦不得以任何方式监督、指导或控制客户的员工。本合同中任何一方雇佣的任何人不因任何目的而被视为或被解释为另一方的员工。本 STC 中任何条款均不得解释为允许任何一方控制另一方的管理方式、财务管理或人员、方针或流程。

**17. TERMINATION AND SURVIVAL/终止与保留**

17.1 Either Party may immediately terminate the whole or any part of the STC and/or the Purchase Order, without liability to the other Party, in any of the following events: (a) filing of a voluntary petition in bankruptcy or business reorganization; (b) filing of an involuntary petition in bankruptcy or business reorganization; (c) appointment of a receiver or trustee; (d) execution of an assignment for the benefit of creditors, provided that such petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such event; (e) failure to pay non disputed invoices, (f) change of control of the other Party; or (g) material breach on the part of the other Party that has not been remedied within the written notice period when such breach could have been cured. For the purpose of this article, "control" means the ability to direct the business affairs whether by virtue of contract, ownership of shares or otherwise howsoever

出现下列情形之一的，任何一方可立即终止本 STC 和/或采购订单，无须向另一方承担任何责任：（a）自愿申请破产或企业重组；（b）强制申请破产或企业重组；（c）指定管理人或托管人；或（d）为了债权人利益进行转让，只要该申请、管理人或托管人的指定或转让未在该类情形发生后十五（15）日内作废或失效；（e）未能支付无争议账单的费用；（f）另一方的控制权发生变化；或（g）另一方的重大违约行为未在发出的书面通知期限内满前得到纠正。在本条款中，“控制”是指通过合同、股份所有权或其他方式指导商业事务的能力。

17.2 Upon termination of the STC and/or the Purchase Order, the Company shall notify Customer of all outstanding invoices and the Customer agrees to immediately pay those invoices in full without deduction. Expiry, termination or cancellation of the Services under any STC and/or the Purchase Order shall not affect any right and/or obligation, which expressly or by its nature survives such expiry, termination or cancellation, including but not limited to representations, warranties, confidentiality obligations, intellectual property rights and accrued rights.

终止本 STC 和/或采购订单时，公司应告知客户所有未结算的账单，客户同意立即支付该等账单全部费用而不进行任何扣减。任何本 STC 和/或采购订单项下服务的到期、终止或取消均不得影响任何权利和/或义务，该等权利和/或义务在服务到期、终止或取消后仍可通过明示或按其性质存续，包括但不限于陈述、保证、保密义务、知识产权和既有权利。

**18. INSURANCE/保险**

Customer, at its cost and expense, shall provide and keep in effect during the provision by Company of the Services, an all Risks Property insurance (or equivalent coverage) covering the full replacement cost of all Goods placed in the Warehouse with a waiver of recourse of the Customer and its insurer against Company and its insurer for the risk of fire, water damage, flood, explosion, storm, earthquake, theft by breaking or similar risks arising to the Goods in the Warehouse.

客户应自行承担费用在服务有效期内投保货物一切险（或同等保险），该保险承保在仓库中的所有货物的全部重置成本，并放弃客户及其保险公司对公司及其保险公司在履行服务期间产生的火灾、水损、洪水、爆炸、风暴、地震、盗窃等风险的追索权。Subject to Customer's prior request and in respect with local or international rules governing the insurance services, Company will take out on behalf of Customer a cargo insurance covering the damages occurring during the Services.

在客户事先提出要求的条件下，公司将根据当地或国际保险服务的规则代表客户购买货物保险以承保服务期间所发生的损害。The purchase of such insurance is subject to i) provision by Customer of any proof of the value of the shipment to the Company no later than 5 (five) working days before the Goods are handed over to Company; ii) to the confirmation by Company of the request with the payment of any eventual supplemental sum if the case so requires; iii) the declaration by the Customer that it does not already have a cargo insurance for the concerned Goods, and iv) in the event of loss of, or damage to such shipment during domestic or international transport services by road, Company will pay a sum not exceeding the declared sum, unless it proves that the sum is greater than Customer's actual interest in delivery at destination.

公司代为购买该等保险的前提是：i) 客户在货物交付至公司前 5（五）个工作日内向公司提供货物的任何价值证明；ii) 公司确认客户的该等请求，并在需要时支付任何最终的补充款项；iii) 客户提供关于尚未为相关货物投保的声明，以及 iv) 如果在国内或国际公路运输服务中该货物发生灭失或损坏，公司将支付的金额不超过申报金额，除非证明该金额大于客户在目的地交货时的实际利益。

This insurance will apply as full risk insurance. It comes into effect as the Goods are taken in charge by Company or its Subcontractor and takes end when they are put at the disposal of the Customer at the delivery place. Company has the right to refuse such additional coverage if the Customer already has a cargo insurance.

该等保险将作为一份全面风险保险投保。该保险于货物由公司或其分包商接管时生效，于货物在交货地交付客户时终止。如果客户已投保货物保险，公司有权拒绝投保此类额外保险。

Damages occurring during loading and unloading operation are also covered when they are performed by Company and/or its subcontractor.

公司和/或其分包商在装卸作业过程中发生的损坏也在承保范围之内。

**19. RENOUNCEMENT/弃权**

19.1 Customer should prepare and receive Goods before packing and unpacking, otherwise, any resulting fees for empty truck storage and container demurrage will be the responsibility of the Customer; Customer should confirm the delivery time and address with the final consignee as soon as possible before the Goods arrive at the destination port. If there are special circumstances during this period, such as inability to contact the consignee, the Company should be notified as soon as possible; Customer should actively cooperate with the Company to contact the final consignee. Any additional costs incurred at the destination port due to failure to contact the consignee beyond the deadline are not the responsibility of the Company and will be borne by the Customer; If the Customer refuses to bear the aforementioned additional fees or fails to pay such additional fees within five working days after receiving notice from the Company, the Company has the right to dispose of the Goods and may claim all losses incurred from the Customer as a result; If the consignee at the destination port abandons the Goods, the Customer shall bear all expenses and freight incurred at the destination port; After completing all entrusted tasks, the Company has the right to require the Customer to pay the Service fees payable.

客户应在装箱拆箱之前做好备货收货事宜，否则由此而产生的集卡车空放费、集装箱超期使用费由客户负责；客户应在货物到达目的港前，第一时间与最终收货人确认收货时间与确认地址，如果期间发生特殊情况，出现联系不上收货人等情况，应第一时间通知公司；客户应积极配合公司与最终收货人取得联系，逾时未能联系上收货人在目的港产生的额外费用与公司无关，均由客户承担；如客户拒绝承担前述额外费用或在收到公司通知后五个工作日内未支付该等额外费用，公司有权做弃货处理，并可向客户追索由此产生的一切损失；若客户目的港收货人放弃货物，则由客户承担目的港所产生的各项费用及运费；在完成全部委托事项后，公司有权要求客户支付应付服务费用。

19.2 Should the Goods fail to be delivered to the Customer, for whatever reason, or have been compensated for by the Company, or have been recovered while it was deemed to be lost, the Company shall seek instructions from the Customer on the concerned Goods by any means. Without any response from the Customer within 15 days, the Goods shall be considered as abandoned by the Customer to the Company, without any notice being required, which entitles the latter to freely dispose of it, in accordance with the applicable laws on disposal of abandoned property in China.

如果货物因任何原因未能交付给客户，或已由公司赔偿，或在被视为丢失时已被追回，公司应以任何方式寻求客户对相关货物的指示，如果客户未在 15 天内发出指示，则在无需任何通知的情况下，应视为客户放弃该货物。公司有权根据中国关于弃置财产的相关法律自由处置该货物。

**20. TIME BAR/诉讼时效**

Either party shall comply with time bar of relevant Chinese laws and regulations when one party seek recovery from the other party.

任何一方另一方追偿时，应遵守中国法律法规有关时效的限制。

**21. GOVERNING LAW AND JURISDICTIONS/管辖权和适用法律**

These STC and/or Purchase Order will be governed by and interpreted according to the laws of China. Any dispute arising from or in connection with these STC and/or Purchase Order shall be submitted to the jurisdiction of the court where the Company is located, unless otherwise provided by exclusive jurisdiction in China.

本 STC 及/或采购订单将受中国法律管辖并根据中国法律进行解释。由本 STC 及/或采购订单引起的或与本 STC 及/或采购订单有关的任何争议应提交公司所在地法院管辖，除非中国的专属管辖另有规定。

**22. Language/合同语言**

This STC shall be executed both in the English and Chinese language, where discrepancies exist, the Chinese version prevails. 本 STC 以中文和英文两种文本书就，两种语言的文本如有不一致，以中文文本为准。

**23. Waiver/放弃**

No omission or delay on the part of the Company in exercising its rights shall operate as a waiver thereof, nor shall any single or partial exercise by the Company of any such right preclude the further or other exercises thereof or the exercise of any other right which it has. The rights and remedies of the Company provided in these STC shall be cumulative and not exclusive of any rights or remedies otherwise provided by law.

公司在行使其权利时的任何疏忽或延误均不得视为放弃该权利，公司单独或部分行使任何此类权利也不得妨碍其进一步或以其他方式行使该权利或行使其拥有的任何其他权利。本 STC 中规定的公司权利和补救措施应是累积的，不排除法律另有规定的任何权利或补救措施。

**24. Severability/可分割性**

Each of the provisions of the STC is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the STC shall not in any way be affected or impaired thereby.

本 STC 的每一条规定都是与其他规定可分割的并且独立的，如果在任何时候，其中一条或多条规定无效、非法或不可执行，本 STC 其余规定的有效性、合法性和可执行性不得因此受到任何影响或损害。