

物流服務合同

LOGISTICS SERVICES AGREEMENT

THIS LOGISTICS SERVICES AGREEMENT is made on

By and Between

- (1) **[Insert name of Member Company]** whose registered office is situated at **[insert address]** ("Service Provider"); and
- (2) **[Insert name of Service User]** whose **[registered office][principal place of business]** is situated at **[insert address]** ("Service User")

WHEREAS

Service Provider wishes to offer, and Services User agrees to accept the following domestic and/or international transportation, customs declaration, warehousing and all other relevant logistics services in accordance with the terms and conditions stipulated below.

IT IS HEREBY AGREED as follows:

1. Scope of Service

The logistic services related to the customs declaration, storage, management, transportation and all other relevant logistic services with respect to the import / export of goods for domestic and/or international transportation as set out in **Appendix 1**.

The Service User may request additional services from the Service Provider other than those Services agreed herein, in which case both Parties must agree on the terms and conditions under which the additional services will be performed in advance.

2. Duration

This Agreement shall be effective from [Day] day of [Month] [Year] until [Day] day of [Month] [Year] and may be terminated by either party by giving not less than [number of months] months written notice to the other party.

or

This contract shall be valid for [number of years] year/s, commencing from the date of execution. Upon expiry, if neither party receives notice of termination or amendment from the other party, this contract shall be automatically extended for one (1) year.

or

This Contract shall become effective on the date of execution and shall continue in full force and effect until [Day] day of [Month] [Year], subject to any extension agreed upon by the Parties in writing.

3. The Service Provider's Liability

3.1 Under all circumstances, the Service Provider's maximum liability and compensation is limited according to its Trading Conditions which are annexed hereto as **Appendix 2**. In the event of any conflict arising between this Contract and the Service Provider's Trading Conditions, the Service Provider's Trading Conditions shall prevail.

3.2 Notwithstanding anything to the contrary elsewhere contained in this or any other Contract between the parties, the Services Provider shall not be liable for any indirect or speculative or consequential or penal damages, including, but not limited to, any loss of use, business interruptions, and loss of income or profits.

4. Installation Costs

In order to comply with the particular requirements and demands of the Service User, the Service User acknowledges that the Services Provider will incur additional investment costs in relation to this project which include, but are not limited to, administrative costs, salaries, warehouse rental, data collection, IT equipment set up and warehouse set up. All such costs incurred by the Service Provider (hereinafter referred to as "Installation Costs") are set out hereinafter below:

- a. Manpower staffing HK\$ []
- b. Warehouse or facility Rental HK\$ []

c. Warehouse set up	HK\$ []
d. IT Set Up	HK\$ []
Grand Total	HK\$ []

The Service User agrees that all the Installation Cost amounts listed under Clause 4 are estimates. Both Parties agree and understand that upon signing of this Contract, the Services Provider will proceed with the required installation work forthwith and is not required to give prior notice to the Service User. The Service User hereby agrees that, should this Contract be terminated by the Service User for whatever reason, the Service User shall reimburse the actual amount of Installation Costs to the Service Provider on daily/monthly pro rata basis.

5. Standard Operational Procedures:

Details of any and all operational procedures, applicable tariffs, mutually agreed charges, responsible personnel, sales administration and traffic review procedures are annexed herein as **Appendix 3**.

or

5A. Responsibilities of the Service User under this Contract

5A.1 For any logistics service, the Service User shall issue a formal logistics Services Instruction Form to the Service Provider in advance, listing the exporter, importer and the relevant party, and specifying the relevant services required from the Service Provider. The Service Provider shall carry out the logistics services in accordance with the Instruction Form. The Instruction Form issued by Service User shall be deemed as an Appendix to this Contract and its contents will form an integral part of this Contract.

5A.2 The Service User shall notify the Service Provider in writing the care, remedies and special precautions for the cargo as required by the Service User. The Service Provider will not be responsible for any loss, injury, harm or damage to the cargo if the Service User fails to notify the Service Provider of the care, remedies and special precautions required for the cargo. The Services User will not be held responsible for any damage or loss of profit suffered by the Service Provider or its agents, representatives, employees, or any third party derived from the fault, deceit, bad faith, or negligence of the Service User due to inaccurate, incomplete, inexact or false information provided to the Service Provider in connection with the cargo.

5A.3 No later than **[number of days]** days prior to each shipment, the Service User or its agent shall submit to the Service Provider all necessary documentation and receipts with which to undertake the Services under the terms agreed in this Contract, which will include the following

contents: description of the goods to be shipped; quantity and packaging condition of the goods; date for shipping the goods; port of shipment; port of destination.

5A.4 Under no circumstances shall the Service User make any deduction from the payment. If the Service User fails to make payment as agreed, the sum of **HK\$[]** of the amount unpaid per day shall be paid by the Service User as an overdue fine. Furthermore, the Service Provider shall be entitled to cease handling the cargo entrusted to it by the Service User, and exercise a lien on documents and cargo delivered by the Service User until all the payments are settled in full and any risk, loss, storage costs and warehouse charges resulting therefrom shall be borne by the Service User.

5A.5 The goods delivered to the Service Provider must be properly and firmly packed to fit for ordinary loading, discharge, moving and transportation. The Service User shall be liable for loss of or damage to the goods and delay in delivery resulting from poor packaging. The Service Provider shall be entitled to reject the cargo if the goods are damaged, damp or severely deformed. If the goods are accepted by the Service Provider, the Service Provider shall notify the Service User to take measures to make good the packaging on its own account. Any resulting delay or other losses arising shall not be the responsibility of the Service Provider.

5B. Responsibilities of the Service Provider

5B.1 To undertake the rendering of the Services efficiently

5B.2 The Service Provider shall book the vessel/flight and shall enter into relevant contracts with the carrier(s) in the name of and for the benefit of the Service User in accordance with the transportation requirements (including, but without limitation to, sales conditions, type of shipping, delivery date and liabilities for breach of contract) provided by the Service User. The Service Provider shall track the goods and provide status reports on the goods' transportation to the Service User.

5B.3 The Service Provider shall update the shipment tracking systems on a daily basis, and shall provide the Service User with the latest information on the status of transportation of goods in accordance with the Services User's requirements.

5B.4 The Service Provider shall provide the Service User with authentic, accurate and complete shipping documents (including, but without limitation to, the airway bill, B/L) prior to the goods' arrival at the port of destination.

6. Chargeable services, rates and settlements

6.1 Fees, expenses and charges arising from all import, export, warehousing, transportation and other logistics services provided by the Service Provider in accordance with the Service User's

Logistics Services Instruction Form and other entrusted documents shall be borne by the Service User. Charges shall be collected in accordance with the Appendix 1, and the Service Provider is entitled to charge in accordance with actual weight as estimated by the Service Provider.

6.2 Costs for receipts and payment of foreign currencies, overtime work compensation, charges for other special logistics services and others will be collected by the Service Provider from the Service User separately.

7. Settlements

The Service Provider will provide a detailed invoice listing all relevant import, export, warehousing and other logistics service charges, other costs and expenses paid by the Service Provider on behalf of the Service User, and all other due payments incurred each month to the Service User at the beginning of the following month. The Service User shall, upon receipt of such list, confirm or query the invoice within 5 business days (if the Service User fails to respond within 5 business days, it shall be deemed that the Service User has confirmed the invoice), and shall settle all listed amounts within 10 business days after receipt of the Service Provider's invoice.

8. Insurance

The Service User shall be responsible for the cargo insurance process. Any damages not covered by the insurance policy shall be borne by the Service User.

9. Appendices

All Appendices shall form an integral part of this Contract.

10. Force Majeure

If performance of this Contract is directly prevented or delayed, in whole or in part, by earthquake, typhoon, flood, fire, war or other force majeure events which are not foreseeable, and the occurrence and consequences thereof are unpreventable and unavoidable, the affected party shall immediately notify the other party of the occurrence of such a force majeure event by facsimile, and provide the other party with a certificate issued by a notary public located at the place where the force majeure event occurred within 15 days after the occurrence of the event via registered airmail. After negotiation, the Parties may decide to release the affected party from performing all or a part of its obligations hereunder, and to enter into a supplementary agreement for remedial measures.

11. Confidentiality Obligations

Both Parties shall keep the contents and the performance of this Contract in confidence. Within the valid period of this Contract and 2 years after the expiration or earlier termination hereof, the Service Provider shall keep in strict confidence any information with respect to the Service User obtained during the performance of this Contract, which includes but is not limited to prices, procurement channels and trade terms. The Service Provider shall not use such information for any purposes other than those stated herein, and shall not disclose this information to any third party without the prior written consent of the Service User. If the Service Provider is required to disclose any confidential information to a court or government authority in accordance with applicable laws and regulations, the Service Provider shall, strictly pursuant to the court's or government authority's relevant procedures for protecting confidential information, prevent the confidential information from being disclosed to the public. This Article shall survive beyond the termination of this Contract.

12. Amendments

Unless otherwise provided herein, this Contract may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the Parties hereto.

13. Governing Law

This Contract shall be governed by the laws of Hong Kong Special Administrative Region of the People's Republic of China (SAR)

甲方：
Services User:

Name

Position

乙方：
Services Provider:

Name

Position

Appendix 1
Appendix 2
Appendix 3