

General Terms of Condition of Services

1. Interpretation

- 1.1 In these Conditions:
YOU means the person named on the Quotation for whom FLS has agreed to provide the Logistic Service in accordance with these Conditions
AGREEMENT means the Agreement for the provision of the Logistic Service
QUOTATION means the sheet to which these Conditions are appended and any other additional instructions whether written or verbal as may be given to FLS from time to time.
LOGISTIC SERVICE means the service to be provided by FLS for You and referred to in the Quotation.
FLS means **FENIX LOGISTIC SERVICES LIMITED (威實物流服務有限公司)**
FLS'S CHARGES means the charges shown in FLS's quotation or other published literature relating to the Logistic Service from time to time.
KG means kilogram
CBM means [cubic metre]
- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Supply of the Logistic Service

- 2.1 FLS shall provide the Logistic Service to you subject to these Conditions. Any changes or additions to the Logistic Service or these Conditions must be agreed in writing by FLS and you.
- 2.2 You shall supply FLS with all necessary identification documents such as business registration certificates, identity card or other materials and all necessary data or other information relating to the Logistic Service as may be required by FLS from time to time, to enable FLS to provide the Logistic Service in accordance with the Agreement. You shall at the request of FLS to supply a list of authorized signature to FLS for the purpose of express authority to deal with the goods as set out in the Logistic Services. FLS shall have the right to refuse instructions from you if the instructions are not signed or confirmed by your authorized signatory. You shall ensure the accuracy and currency of all information as may be required by FLS.
- 2.3 The Logistic Service shall be provided in accordance with the quotation or other and any other additional instructions whether written or verbal as may be given to FLS from time to time subject to these Conditions.
- 2.4 Further details about the Logistic Service, and advice or recommendations about its provision or utilization, which are not given in FLS's brochure or other promotional literature, may be made available on written request.
- 2.5 FLS may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Logistic Service without any liability to you.
- 2.6 FLS may at any time without notifying you make any changes to the Logistic Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Logistic Service.

3. Charges

- 3.1 Subject to any special terms agreed, you shall pay FLS's Charges and any additional sums, which are agreed between FLS and You for the provision of the Logistic Service or which, in FLS's sole discretion, are required as a result of your instructions or lack of instructions or any other cause attributable to you.
- 3.2 The price stated in the Quotation shall be valid for one year from the date thereof or any other period as may be agreed by FLS and you as stated in the Quotation and FLS shall be entitled to vary FLS's Charges from time to time by giving not less than two months' written notice to you.
- 3.3 All charges quoted to you for the provision of the Logistic Service are exclusive of any other import duties for which you shall be additionally liable at the applicable rate from time to time.
- 3.4 FLS shall be entitled to invoice you following the end of each month in which the Logistic Service is provided, or at other times agreed with you.
- 3.5 FLS's Charges and any additional sums including but not limited any disbursements and collection charge with or without your consent which is to be payable in advance, shall be paid by You within 30 days of the date of FLS's invoice.
- 3.6 If payment is not made on the due date, FLS shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 1 % per month from the due date until the outstanding amount is paid in full.

4. Warranties and Liability

- 4.1 FLS warrants to you that the Logistic Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Quotation. Where FLS supplies in connection with the provision of the Logistic Service any goods or services supplied by a third party, FLS does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise.
- 4.2 FLS shall have no liability to you for any loss, damage, costs, expenses, any damage for goodwill, any damage resulting from the disclosure of privacy data or other claims for compensation arising from any instruction supplied by you which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of you. All instructions from you must be signed or verified by your authorized signatory.
- 4.3 FLS shall not be liable to you by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims including but not limited to any damage for goodwill, any damage resulting from the disclosure of privacy data (whether caused by the negligence of FLS, its servants or agents or otherwise which shall be subject to proof in courts) which arise out of or in connection with the provision of the Logistic Service or their use by you or their customers, and the entire liability of FLS under or in connection with the Agreement shall not exceed HK\$1,000.00 per CBM or HK\$5 per KG whichever is lower per each claim as a full and final discharge for the compensation herein for all the costs of the goods and its freight charge. The value of the goods stated in the Quotations shall be conclusive evidence as the value of the goods.
- 4.4 FLS shall not be liable to you or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of FLS's obligations in relation to the Logistic Service, if the delay or failure was due to any cause beyond FLS's reasonable control.
- 4.5 It is to be understood that negligence or fault must be established before any payment of compensation as referred to in clause 5.3 hereof.

5. Termination

- 5.1 You shall be entitled to terminate the Agreement at any time by giving not less than two months' written notice to FLS.
- 5.2 Either party may (without limiting any other remedy) at any time terminate the Agreement by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.
- 5.3 if you fail to settle the Charge within 90 days from the date of FLS's invoices, FLS may suspend the Logistic Service without notice. If you fail to settle Charge within 120 days from the date of FLS's invoices, FLS shall terminate Logistic Service without notice.
- 5.4 Upon termination, if there is still any goods in the possession of FLS, FLS shall give 7 days' notice to you to regain possession of the goods at your own costs. If you fails to take delivery of the same before expiration of the said notice, FLS shall have the right to dispose the goods at such terms and condition as FLS thinks fit including destruction and resale for value. Any proceeds shall be used to set off the costs and services charge of the disposal and the Charge incurred by FLS. If the proceeds is insufficient to cover the Charge, FLS may recover the deficits from you.

6. Confidentiality

- 6.1 Both parties shall keep confidential and shall not disclose to any third parties any matters including personal data, nature of business, costs and investments decision incidental or relating to this Agreement or to the business of the other party.

7. General

- 7.1 These Conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.
- 7.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 7.3 Hong Kong law shall apply to the Agreement, and the parties agree to submit to the exclusive jurisdiction of the Hong Kong courts.

8. Rights of FLS

- 8.1 For the avoidance of doubt, the FLS shall be entitled to retain the goods if any in the event of your failing to pay FLS's Charges provided herein until full payment.