

FORWARDER'S CARGO RECEIPT

1. The word "Customer" shall include the person or entity entering into a Service Agreement with APL Logistics Ltd ("APLL"). The word "Goods" shall include articles of every kind and description, including their packaging, containers or other shipping units or materials, tendered to APLL for consolidation and the arranging of transportation under this Agreement and described or identified on the face of this document.
2. The receipt, custody, consolidation and forwarding of the Goods are governed by the provisions of this agreement, the Service Agreement, and the provisions of any and all applicable APLL tariffs covering the performance of consolidation services by APLL. APLL tariffs are readily available for review and inspection at all APLL offices and locations where Goods are received for consolidation upon reasonable notice and during normal business hours.
3. APLL undertakes to receive the Goods on behalf of the Customer, hold the same as an agent and deliver or forward them to carriers or transporters in accordance with the instructions of the Customer. If at any time the method and/or route of forwarding selected by the Customer shall become impossible to perform for any reason, APLL is authorized by the Customer and may (but is under no obligation to) use any other method available at its discretion and all charges and/or expenses incurred in using such method shall be for the Customer's account. APLL shall be at liberty to employ agents, subcontractors or third parties on such terms and conditions as it shall in its discretion think appropriate.
4. In receiving the Goods and performing the consolidation and forwarding services covered by this agreement, APLL is acting as agent only for the Customer, and APLL is not acting as a carrier, transporter or distributor of the Goods. From and after the delivery by APLL to a carrier in accordance with the instructions of the Customer, the Customer agrees that the sole responsibility and liability for the care, custody, carriage and delivery of the Goods shall be that of said carrier and not that of APLL. APLL does not undertake that the Goods will be forwarded or transported from the place of receipt or will arrive at an intermediate or final destination by any particular date or time or to meet any particular market or in time for any particular use and shall have no liability for any damages caused by the delay or non-delivery of the Goods. In no event shall APLL be liable for special, indirect or consequential damages, including but not limited to economic loss, loss of use, loss of business or lost profits, resulting from delay, loss or damage.
5. APLL is not responsible for any defect in quality, quantity, type or any inherent vice or defect in the Goods. APLL shall have no liability for any loss or damage to the Goods to the extent caused by:
 - a. fire, unless caused by the negligent act or omission of APLL.
 - b. acts of God, war, public enemies, governments or governmental authority, or strikes or lockouts or stoppage or restraint of labor from whatever cause.
 - c. wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the Goods.
 - d. insufficiency of packaging or marks.
 - e. latent defects not discoverable by due diligence.
 - f. acts or omissions of the Customer, seller or other cargo owners, their agents or representatives.
 - g. banditry, piracy, terrorism, drugs within car tons or packages or the hijacking or commandeering of the goods or the conveyance by which they are transported;
 - h. loss of, or damage to, any goods not correctly or fully identified in the applicable documents furnished to APLL;
 - i. any other event beyond the control of APLL.
6. The responsibility and liability of APLL shall be limited to that period of time in which APLL, its employees, or agents have exclusive custody of the Goods. It is agreed that, as to any claim or demand for delay, loss or damage which occurs once or after the Goods are in the custody of a carrier, such claim shall be only against the carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen or others in whose actual custody or control the Goods may be at the time of such delay, loss or damage. The Customer or other cargo owners acknowledge that they shall be bound by the terms and conditions of the transportation agreements of the carriers into whose custody the Goods may be forwarded.
7. Customer or its designated buyer must immediately report loss or damage to APLL but in any event no later than within three (3) working days of delivery by the ultimate carrier in order to provide APLL an opportunity to inspect the Goods and investigate the circumstances surrounding the loss or damage. Claims for loss or damage must be filed with APLL in writing within nine months of the delivery of the Goods, or, in case the Goods are not delivered, when they should have been delivered. In the event that the claim is not resolved to Customer's satisfaction, Customer shall have one (1) year from the date of the delivery of the Goods, or the date such delivery should have occurred, to file an action for the loss or damage failing which APLL shall be discharged of all liabilities in connection with such claims. Investigating, negotiating or otherwise dealing with Claims by APLL or its legal advisers or representatives shall not be deemed a waiver of the foregoing provisions.
8. See below:
 - a. Non-Latin America origins: Customer and other cargo owners agree that APLL or its agents shall only be liable for loss of or damage to the Goods resulting from their negligence or other fault in an amount which is the lesser of (i) the true value of the Goods, or (ii) US\$500 per package or, in the case of goods not shipped in packages, US\$500 per customary freight unit or in the event of garments on hangers US\$35 per piece, or (iii) the amount of damage actually sustained. The term "true value" shall mean the CIF (FOB plus proportionate insurance and freight) value of the Goods as verified by appropriate documentation.
 - b. Latin America origins: Customer and other cargo owners agree that APLL or its agents shall only be liable for loss of or damage to the Goods resulting from their negligence or other fault in an amount which is the lesser of (i) the true value of the Goods, or (ii) US\$50 per package or, in the case of goods not shipped in packages, US\$50 per customary freight unit or in the event of garments on hangers US\$35 per piece, or (iii) the amount of damage actually sustained. The term "true value" shall mean the CIF (FOB plus proportionate insurance and freight) value of the Goods as verified by appropriate documentation. In no event shall APLL be liable for more than \$50,000 lawful money of the United States of America as a result of any single event or occurrence.
9. To secure a due proportion between the charges it earns and the amount for which it may be responsible in the event of loss or damage to the Goods, APLL has established its regular lower rates and charges for Goods with APLL's liabilities for loss or damage to the Goods limited as agreed above. The cargo owners may, however, elect to pay an additional ad valorem charge of 6% of the true value of the Goods by declaring the true value of the Goods at or before the time of receipt by APLL, in which case the liability of APLL for loss of or damage to the Goods or for delay shall be the true value of the Goods as declared to APLL. Unless the cargo owners so declare the value of the Goods and pay the ad valorem charge, the cargo owners are deemed to have elected the regular, lower charges of APLL and to have accepted the limits on APLL's liabilities as agreed above.
10. The seller, on behalf of itself, the Customer and/or other cargo owners, acknowledges and warrants the following: (i) that the Goods are properly marked and suitably packaged for normal handling, (ii) seller, Customer and/or other cargo owners are required to provide verified weights obtained on calibrated, certified equipment of all Goods that are to be tendered to container ship lines, and that APLL is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as APLL's own certified with to the container ship line carrying the Goods (iii) that the nature and amount of any hazardous or dangerous Goods have been packaged and/or labeled in accordance with IMO regulations and identified as such in accordance with such Regulations to APLL at or before the time of receipt by APLL and (iv) that the Goods do not require insulated, refrigerated, ventilated or other special storage or handling not disclosed to APLL at or before the time of receipt of the goods. The seller, the Customer and/or other cargo owners shall defend, indemnify and hold harmless APLL in respect of any injury or death of any person, or damage to the Goods or any other property, or any expense, including fines, penalties or legal fees, caused by breach of any of the foregoing warranties. The seller hereby acknowledges that APLL acts solely as agent on behalf of the Customer and APLL shall be under no liability whatsoever in respect of any failure by the Customer or any other party to do any act or pay any amounts due in respect of the Goods received hereunder including, but not limited to, the purchase price of such Goods, freight, storage charges, insurance premium, lighterage charges, demurrage, salvage charges or general average contributions. Seller further acknowledges that APLL is authorized to deliver the original bill of lading to the consignee shown on that bill of lading.
11. The Customer, on behalf of itself, the seller, the buyer and any other cargo owners, agrees that any claim against APLL in connection with the issuance of the Cargo Receipt by APLL may only arise out of a misdeclaration in the Cargo Receipt of the number of packages or shipping units received by APLL or their apparent order and condition.
12. The Customer hereby undertakes to indemnify APLL against all loss, damage and expenses of whatsoever nature in respect of any claims by carriers, warehousemen (including agents or subcontractors of APLL) or any other party for misdescription of the weight, type, packaging or quality of the Goods or for contamination by or of the Goods by contact or reaction with any other substance. The Customer, buyer and seller shall be liable, jointly and severally, (a) for all unpaid charges to APLL and (b) to pay or indemnify APLL for all claims, fines, penalties, damages, costs or other sums which may be incurred by APLL by reason of any violation of the Agreement or any other default of the Customer or seller or their agents. APLL shall have a lien upon all Goods in respect of any amounts due to APLL including but not limited to storage charges, haulage charges, lighterage charges, stuffing and unstuffing costs.
13. APLL will not be required to secure-export licenses and/or quote clearances or any other Government consent in respect of the import or export of the Goods.