

time:matters (Shanghai) International Freight Forwarding Co., Ltd.

Terms & Conditions of Carriage

时美达（上海）国际货运代理有限公司

运输条款与条件

These terms and conditions define the exclusions and limitations of liability that govern time:matters (Shanghai) International Freight Forwarding Co., Ltd. and its customers. We therefore strongly recommend that customers take out an adequate insurance policy to cover their consignment.

本条款与条件项下约定的责任排除和责任限制适用于时美达（上海）国际货运代理有限公司及其客户。故在此特别建议客户就托运货物选择合适的保险。

I. Services

服务

- Subject to any restrictions, as may be provided for under the mandatory laws and regulations of the countries in which it operates, time:matters (Shanghai) International Freight Forwarding Co., Ltd. (hereafter “**Contractor**”) offers its Customers (hereafter “**Customer**”) rapid shipment service contingent upon these Terms & Conditions of Carriage (hereafter “**TCC**”).
时美达（上海）国际货运代理有限公司（以下简称“**承包人**”），在遵循其运营所涉国家相关的强制性法律法规项下各种限制性规定的前提下，根据本运输条件及条款（以下简称“**运输条款**”）向其客户（以下简称“**客户**”）提供快速货运服务。
- The Contractor shall organize transport of permissible shipments pursuant to the provisions of Section V and deliver these to a suitable freight carrier.
对于第 V 节规定的允许运输的货物，承包人应安排其运输并将其交付合适的承运人。
- The Contractor reserves the right to select the freight carrier.
承包人保留选择承运人的权利。
- A railway station or an airport shall be the typical place of departure and destination.
标准出发地与目的地应为火车站或机场。
- Upon request and subject to an explicit supplementary agreement, the Contractor shall undertake to pick up and deliver the consignment from and/or to a location other than the place of departure or destination, as well as render other possible services, at the expense of the Customer.
基于客户的要求及明示的补充协议，承包人承诺提供非出发地取件或非目的地派件的服务或其他可能的服务，上述服务产生的费用应由客户承担。
- The Contractor shall not undertake to verify the condition or completeness of the consignment at the transportation transfer points where a handover takes place.

承包人没有义务在托运货物于运输中转地交付时，对托运货物的状态或完整性进行核查确认。

- The Customer may opt for shipment partially by air (“**sameday air Service**”) or rail (“**sameday rail Service**”), subject to Contractor’s acceptance of such terms upon order placement. The most restrictive conditions applicable to a particular shipment method pursuant to Section V shall govern the entire shipment when various forms of transportation are combined. The Contractor shall have the option to select the mode of transportation on unrestricted segments of the route.

客户下单时取得承包人同意，即可选择部分航程采用航空运输（“**空运即日达服务**”）或铁路运输（“**铁路即日达运输服务**”）。若客户选择组合适用多种运输方式，则本运输条款第 V 节项下规定的适用于其中一种运输方式的最严格限制将同样适用于其他运输方式覆盖的航程。承包人可在不受限制的路段选择运输方式。

- The Contractor seeks to establish the shipping schedule for same day delivery at the destination, as practicable, depending on the timely provision of the consignment by the Customer and/or the timely acceptance of the consignment by the Customer and the route. The schedule shall be coordinated with the Customer upon order placement.

在可行的情况下，承包人根据客户及时交货及/或及时收货的情况以及运输路线情况，设法确定目的地即日达运送时间表。承包人应在客户下单时就运送安排与客户进行协商。

- The Customer shall verify the identities of all persons (Customer, sender, and consignee) involved with the shipment, if expressly required to do so by the applicable laws and regulations of the place of origin, transit or destination, such as Council Regulation (EC) Nos. 811/2002 and 2580/2001 or the relevant successor provision, and the *Anti-Terrorism Law* of the PRC . 若始发地、中转地或目的地适用的法律法规（例如欧盟第 881/2002 号以及 2580/2001 号条例或相关后继条例、《中华人民共和国反恐怖主义法》）明确要求，客户应对货物运输过程中涉及的所有人员（客户、寄件人以及收货人）的身份予以证明。

II. Scope of TCC 运输条款的范围

- The TCC govern all of the Contractor’s activities, services, and products involving express, courier, parcel and time-sensitive shipments, irrespective of whether the services are rendered directly or via a third party.

本运输条款适用于承包人的一切活动、服务以及产品，包括专递、快递、包裹以及时效货物的运输，无论上述服务由承包人直接提供或经由第三方提供。

- Any deviations to these TCC or contradictory Customer terms shall be binding upon the Contractor only if accepted by Contractor’s Product/Sales Manager or by Contractor’s Director Executing Company Affairs in writing.

任何对本运输条款的修改，或客户提供的与本运输条款相违背的条款，只有经承包人产品经理或执行公司事务的董事书面同意，才对承包人产生约束力。

- These TCC supersede all prior versions for services rendered by the Contractor.
本运输条款取代承包人提供的一切在前的服务条款。
- The Contractor shall make these TCC available in print form, and electronically under www.time-matters.com. The electronic version applicable at the time of conclusion of the contract shall take precedence over diverging provisions.
承包人应提供纸质版的运输条款，并于 www.time-matters.com 公布电子版本。于合同订立之日有效的电子版运输条款应优先于其他版本适用。
- The TCC also apply in case of conclusion of a framework agreement as a continuing obligation. In the event of conflict between the provisions of the TCC and the framework agreement, the latter shall take precedence.
承包人与客户就服务内容继续订立框架协议的，本运输条款也同样适用。如运输条款与框架协议的规定相冲突，则优先适用框架协议项下的规定。

III. Definitions

定义

- “Consignment” and “Shipment” means goods, in particular documents or merchandise, listed on a waybill, regardless of the mode of transportation involved.
“托运货物”或“运输货物”指货运单上所列物品，尤其是文件或商品，无论其采用何种方式进行运输。
- “Waybill” means any handwritten or machine-generated order or freight document or shipment label prepared by the Contractor or authorized individuals.
“货运单”指由承包人或经承包人授权的个人准备的，手写或机打的订单、货运文件或货运标签。
- “Dangerous goods” means materials/goods classified as goods dangerous for carriage pursuant to the UN, IATA DGR, ICAO TI, ADR, GGVSE, PRC National Standard *List of dangerous goods* (currently applicable version GB 12268-2012), other international regulations or national regulations and standards of the place of origin, transit or destination for dangerous goods, or goods which due to their nature, their properties or their condition, when transported, pose a risk to the public safety or the public order, in particular, to the general public, important community facilities, the life and health of persons, animals and objects.
“危险物品”指依据定期修订和公布的联合国相关规定、国际航空运输协会《危险品规则》、国际民用航空组织《危险物品安全航空运输技术细则》、《危险货物国际道路运输欧洲公约》、德国《公路和铁路危险货物运输条例》、中国国家标准《危险货物物品名表（当前标准 GB

12268-2012)》、其他国际公约、始发地、中转地或目的地国内法规及标准确定为危险品的材料或货物，以及那些可能因自身属性、特性或条件，在运输过程中可能对公共安全或公共秩序（尤其是公众安全、重要公共设施、个人、动物或其他对象的生命和健康）带来风险的货物。

IV. Governing law

准据法

- Unless otherwise stated herein, these TCC shall be governed by the law and regulations of the People's Republic of China to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the standards of Private International Law referring to it.

除非本条款项下另有规定，本运输条款应适用中华人民共和国法律、法规，但应排除《联合国国际货物销售合同公约》的适用以及相关国际私法冲突规范的指引。

- If the destination or transit point for a shipment is in a country other than the country of departure of the shipment, the liability for international carriage of goods by aircraft shall be regulated by the provisions of the Warsaw Convention of October 12, 1929, as amended, or the Montreal Convention of May 28, 1999. Furthermore, international transportation by rail shall be governed by the Uniform Rules Concerning the Contract for International Carriage of Goods by Rail ("**CIM**") of May 9, 1980, or the Agreement on International Railroad through Transport of Goods ("**CMIC**") effective on November 1, 1951 (including the amendments and supplements made thereafter), and international transportation by road shall be governed by the Convention on the Contract for the international Carriage of Goods by Road ("**CMR**") signed in Geneva on May, 1956 or the Transport International Router ("**TIR**") signed in 1975.

若运输目的地或中转地与始发地不在同一国家，国际航空运输的责任判定将适用 1929 年 10 月 12 日签订的《华沙公约》（或后续修订版）或 1999 年 5 月 28 日签订的《蒙特利尔公约》，国际铁路运输的责任判定将适用 1980 年 5 月 9 日修订的《国际铁路货物运输公约》（"**CIM**"）或《国际铁路货物联运协定》（"**CMIC**"，自 1951 年 11 月 1 日起生效，包括后续的修改补充事项），国际公路运输将适用 1956 年 5 月于日内瓦签订的《国际公路货物运输合同公约》（"**CMR**"）或 1975 年签订的《国际公路运输公约》（"**TIR**"）。

- In most instances, these international conventions limit the liability of the forwarder/carrier for loss, destruction, damage, or delays to the goods transported.

在大多数情况下，这些国际公约对代理人/承运人就运输货物的灭失、损毁、损坏或运输延迟的责任进行限制。

- The above-referenced regulations shall be supplemented by the current IATA Dangerous Goods Regulations, the ICAO Technical Instructions, and/or the national regulations and standards of the shipment's country of departure, transit, or destination, as applicable.

除上述提及的公约之外，如可适用，则现行有效的国际航空运输协会《危险品规则》，国际民用航空组织技术《危险物品安全航空运输技术细则》及/或运输始发地、中转地或目的地的国内法规及标准亦适用于本条款项下的运输。

V. Goods accepted for shipment

接受托运的货物

- The Contractor shall only accept and take over for transport the following goods for shipment as being in accordance with the contract, unless otherwise stipulated:
除非另有约定，承包人仅依据运输合同接受并托运以下货物：
 - **Sameday rail Service:** Shipments weighing a maximum of 20kg x 1 meter in length, with the total of length + width + height not to exceed 2 meters. The Contractor shall apply a reasonable supplementary charge for larger/heavier shipments based on the contractual tariff.
铁路即日达运输服务：重量不超过 20 公斤，长度不超过 1 米，且长宽高之和不超过 2 米的货物。承包人将在合理范围内基于运输合同项下约定的费率，就超长/超重的货物额外加收费用。
 - **Sameday air Service:** Shipments weighing a maximum of 200 kg. The Contractor shall apply a reasonable supplementary charge for larger/heavier shipments based on the contractual tariff.
空运即日达服务：重量不超过 200 公斤。承包人将在合理范围内基于运输合同项下约定的费率，就超长/超重的货物额外加收费用。
 - **All other shipments:** Shipment weight, shipment measures and means of transport, as stipulated by the Contractor and Customer.
一切其他货物运输：接受装运的货物重量、尺寸以及运输方式以承包人与客户的约定为准。
 - The most restrictive conditions applicable to a shipment method shall govern the entire shipment when various forms of transportation are combined.
若选择组合适用多种运输方式，则适用于其中一种运输方式的最严格限制将同样适用于其他运输方式覆盖的航程。
- The value of goods for each consignment must not exceed EUR 2,500, unless otherwise stipulated. The Customer shall inform the Contractor in advance about exceeding values of good.
除非另有规定，单批托运货物的价值不得超过 2,500 欧元。如货物价值超过上述限额，则客户应事先通知承包人。
- The Contractor reserves the right to not accept any particular items in a consignment, which are banned under the IATA and ICAO regulations (available upon request from the Contractor), or for any other legal or safety reasons. The following items, without limitation, are banned: anesthetics, living animals and plants, and weapons and explosives. Dangerous goods are

also banned. Consignments cooled with dry ice, diagnostic specimens or biological substances are only accepted upon separate agreement and require the booking of a suitable service offered by the Contractor.

承包人保留不接受特定托运物品的权利，若该物品的运输被国际航空运输协会及国际民用航空组织规则（应承包人要求适用）禁止，或该物品因其他法律或安全因素不适宜运输。禁止运输的物品包括但不限于以下：麻醉品、活的动植物、武器及爆炸物。危险物品禁止运输。除非客户与承包人另行订立协议并请求承包人提供合适的服务，否则承包人不接受用干冰冷冻的托运货物、诊断样本或生物物质。

- Shipments shall not include personal mail or official documents of the Communist Party of China, government or military departments at the county level and above.
托运的货物不应包括私人信件或县级以上党政军部门公文。
- The Contractor is entitled to exclude certain items from transport if their transportation violate the law (especially embargo or export control regulations). The transportation, import and export shall especially not violate any law or provision of a country, from which, to which or through which the transportation takes place. The necessary approvals by public authorities for the entry, exit or transit must be issued before the beginning of transportation and must be submitted to the Contractor. The same applies for official notifications by authorities. The Customer bears the sole responsibility for the compliance with all regulations set out in this Section.
承包人有权拒绝运输特定物品，若该物品的运输违反法律规定（尤其是贸易禁运或出口管制相关规定）。货物的运输及进出口不得违反运输始发国、目的国或沿途各个国家的任何法律法规。运输开始前，客户须取得相关货物进出口及转运所需的一切政府许可，并向承包人提交上述许可。上述要求亦适用于政府部门发布的各类官方通知。客户就遵守本节项下所有规定承担一切责任。
- The Customer ensures that the goods are packaged in a suitable manner and accompanied by the required shipping documents. The goods must not endanger the transportation vehicle, the safety of the transport, persons or objects or cause annoyance to passengers.
客户确保货物以合适的方式包装并附有所需的装运单据。货物不得危害用于运输的交通工具，不得损害运输过程、运输人员或其他运输货物的安全，亦不得打扰乘客。
- The Contractor reserves the right to stop or reject the consignment, if an identity check pursuant to any anti-terrorism related laws, regulations and/or international treaties currently applicable to the place of origin, transit or destination (including but not limited to Council Regulation (EC) Nos. 811/2002 and 2580/2001 or the relevant successor provision, and the *Anti-Terrorism Law* of the PRC) finds that the person(s) involved are persons of terrorist activities as provided in the aforementioned laws, regulations or treaties or have names similar to such persons, whereupon the Customer shall bear any cost incurred due to such incident.
若根据适用于始发地、中转地或目的地现行有效的反恐怖主义相关法律法规及/或国际条约（包括但不限于欧盟第 811/2002 号及/或 2580/2001 号条例或相关后继条例以及《中华人民共

和国反恐怖主义法》) 进行的身份核查发现某次货物运输涉及的人员属于前述法律法规、条约认定的恐怖活动人员, 或其名称与恐怖活动人员相似, 则承包人保留停止运输或拒绝运输相关货物的权利。因上述情形额外产生的一切费用由客户承担。

- The Customer is contractually obliged to comply with the provisions set out in this Section and to refrain from handing over goods to be carried, which are not in compliance with these aforementioned provisions. The Customer is liable to the Contractor for all breaches of these obligations, in particular for damages, delays and penalties which arise from such breaches. He indemnifies and holds the Contractor harmless from any and all claims of third parties, including reasonable costs for legal defense.

客户基于运输合同, 有义务遵守本节项下规定, 避免将不符合上述规定的货物交运。客户应对承包人承担因违反上述义务产生的一切责任, 尤其是违反义务导致的损害、延迟及处罚。客户应对第三方提出的任何及一切索赔请求予以赔偿并保证承包人不受损害, 包括通过法律手段维护利益而产生的合理费用。

VI. Charges/Invoicing 费用及结算

- Charges for the shipment shall be based on the Contractor's schedule of fees (which is available upon request) in effect upon order placement, even without any explicit reference thereto. 即使没有明示援引, 运输费用都应以下单时承包人有效的费用表(可根据要求提供)为准。
- The terms of payment are net fifteen (15) days as of the invoice date unless otherwise stipulated. 除非另有规定, 付款期限为账单开具之日起十五(15)天。
- The Customer may offset the invoice only against legally enforceable or undisputed claims. 客户仅可以法律上可强制执行或无争议的索赔对账单进行抵销。
- Objections or complaints must be made in writing within twenty (20) days of receipt of the invoice. After this period has expired, the invoice shall be deemed to have been accepted by the Client as factually and arithmetically correct. The Contractor undertakes to draw the Customer's attention to the intended significance of its conduct at the beginning of said period. 客户针对账单的异议或索赔请求应于收到账单之日起二十(20)日内以书面形式提出。该期限一经届满, 即视为客户接受账单所载之服务相关事实以及账单金额的计算均准确无误。承包人承诺将在前述期限开始时提请客户注意其行为可能导致的预期后果。
- The Contractor reserves the right to invoice the Customer for all charges including duties and other import related taxes and fees, regardless of whether it stipulated to bill the consignee. 承包人保留向客户收取一切费用(包括关税以及其他与进口相关的税费)的权利, 无论是否约定上述费用应向收货人收取。

- The Contractor reserves the right to charge a reasonable supplementary fee incident to delays that arise on the part of the customer, based on contractual transportation fees. Unless specified in the schedule of fees, this supplementary fee shall be EUR 15.00 per half-hour or part thereof. The Contractor shall also invoice the Customer for extra expenses incident to events beyond the control of the Contractor, including but not limited to delays caused by the weather, acts of war, strikes and all sovereign measures such as customs, security checks, airport closures, etc.

承包人保留就因客户原因引起的延误，在运输合同项下约定的运费基础上向客户额外加收合理费用的权利。除非费用表中另有约定，上述额外费用应以每半小时（不足半小时的按照半小时计算）15 欧元计算。因承包人无法控制的事件产生的费用亦应由客户承担，包括但不限于因天气、战争行为、罢工以及诸如海关、安检、机场关闭等一切主权行为导致的延误。

- The Contractor reserves the right to obtain a vendor's lien on the shipment and logistic documents, and it may retain the shipment and logistic documents following non-payment upon expiry of a two-week grace period and upon a prior warning.

承包人保留从承运人处受让对货物和物流单证的留置权的权利，在客户未付款的情况下，经给予两周的宽限期并提前警告，承包人可留置货物和物流单证。

VII. Pickup/ Delivery/ Not deliverable

取件/投递/无法投递的情形

- The shipment shall be picked up and delivered to the street address stated in the waybill, not to any post boxes or encoded addresses. Deliveries shall also be made to a doorkeeper, receptionist, or incoming postal clearance room in a building. The Contractor can also arrange to pick up and deliver the shipment from/to any other location stipulated by the Customer or consignee.

承包人应按照运单指定的街道地址取件并投递，不得投递至任何邮箱或其他加密地址。托运货物应送至楼宇的门卫、接待人员或邮件收发室。承包人亦可以根据客户或收件人的指示，按照其指定的其他任何地点取件并/或递送。

- The Customer shall waive the right to written proof of delivery, unless otherwise stipulated explicitly.

除非另行明确约定，客户不要求承包人提供书面投递证明。

- The Customer shall promptly inform the Contractor on how to proceed in case the shipment is not deliverable. Otherwise, the Contractor has the right to decide thereon, taking into account the interests of the Customer.

若托运货物无法投递，客户应立即告知承包人后续处理方式。否则，承包人有权在考虑客户利益的情况下自行决定托运货物的后续处理方式。

- The Customer shall bear the costs of return shipment including any applicable customs fines, for example if the consignment is not deliverable or the carrier refuses acceptance.
客户应承担货物退运的费用，包括由此产生的海关罚款，例如当托运货物无法投递或承运人拒绝接受托运货物。
- The Contactor reserves the right to refuse to accept a shipment, or to hold, postpone, or return it, if it believes that the consignment may damage other shipments, property, or persons, or that it violates the law.
若承包人认为某托运货物可能对其他托运货物、财产或人员造成损害，或运输该货物违法，则承包人保留拒绝接受托运货物，将托运货物暂扣、延期投递或退件的权利。
- The Contractor shall organize shipment with the next available means of transport at a reasonable cost, in the event the originally scheduled flight or freight train cannot be taken or reached for any reason whatsoever. The Customer shall bear the additional costs connected herewith.
若原定的航空或铁路运输班次因任何原因无法实现，则承包人应在合理的费用范围内，选择下一班可行的班次运输货物。由此产生的额外费用应由客户承担。

VIII. Consignments in Transit

运输中的托运物

- The Contractor may – without any liability – cancel, terminate, change, reschedule or postpone any transport or continue a transport without or only with part of the goods if due to any event beyond his control the Contractor is not capable to perform the promised service. These events include, but are not limited to: weather conditions, acts of God, force majeure, strikes, riots, political disturbances, embargoes, wars, hostilities, civil commotions, unstable international conditions, terrorism or governmental warnings against terrorism or war. In this respect it is irrelevant whether the events has in fact occurred or is only threatened or announced or whether this directly or indirectly results in a delay, claim, requirement, incident or predicament. 若承包人因其控制范围以外的事件无法按约定提供服务，则可以取消、终止、变更、另行安排或延后运输托运货物，或在运输过程中抛弃全部或部分托运货物，而不必承担任何责任。上述事件包括但不限于：气候条件、天灾、不可抗力、罢工、暴乱、政治骚乱、禁运、战争、敌对行为、内乱、不稳定的国际因素、恐怖主义、或政府对恐怖主义或战争的警告。无论上述事件是否实际发生、仅威胁发生或仅被宣布，也无论延误、索赔、请求、事件或困局是否系由上述事件直接或间接引起，均不影响承包人基于本条款免除责任。
- If the Contractor deems it necessary to hold any consignment or part(s) of it at any place during or after transportation for preventing damage or danger, the Contractor may store the consignment or part(s) of it at the expense, risk and cost of the Customer at a warehouse or any other available place or with the customs authorities; the Contractor may also hand over the consignment to any other carrier for further transport to the consignee. Consignor and consignee

are jointly and severally liable towards the Contractor for any expenses or risks arising from the foregoing and have to reimburse the Contractor accordingly.

如果承包人认为有必要在运输途中或运输完成后的任何地点存放任何货物或其中的一部分，以防止损害或危险，则承包人可在仓库、任何其他可用场所或海关处存放货物的全部或部分，由此产生的费用、风险及成本由客户承担。承包人还可以将货物交由任何其他承运人运输至收货人处。托运人和收货人对承包人承担的由上述事项产生的任何费用或风险承担连带责任，并应补偿承包人由此产生的费用。

- The Contractor reserves the right to inspect the shipment, if deemed necessary to protect its interests for reasons that include but are not limited to:

承包人保留对托运货物进行检查的权利，若承包人基于以下原因认为有必要为了保护自身利益而实施检查，包括但不限于：

- Address verification
地址验证
- Customs procedures
海关手续
- Securing of damaged contents
保护损坏的部分托运货物
- Precluding a potential risk from shipment of dangerous goods (dry ice, biological substances, etc.)
排除运输危险物品（干冰、生物物质等）的潜在风险
- Suspicion that the contents may contravene these TCC according to Section V.
怀疑托运货物的内容可能违反本运输条款第 V 节相关规定

- As part of the inspection, the consignments can also be x-rayed. This may result in damage to radiation-sensitive goods even if carried out properly. In this case, the Contractor shall only be liable in accordance with XIII.

作为货物检查方式之一，承包人可能对货物进行 X 光检查。即使是适当进行的检查也可能对放射敏感货物造成损害。在此情况下，承包人的责任依据本运输条款第 XIII 章确定。

IX. International shipments/ Customs

国际货运/海关

- The Customer shall observe all national and international laws relevant for the consignment, including but not limited to requirements for packaging, documentation, and transportation. Furthermore, the Customer shall comply with regulations on transportation of dangerous goods in the country of departure, transit and destination and with foreign trade regulations when preparing the consignment. The Customer shall be invoiced, for any custom fines, warehouse charges and other charges imposed by custom officials or expenses incurred by the Contractor, together with possible customs duties and taxes, if those are due to the Customer, shipper or consignee not submitting complete export documentation, licenses or permits.

客户应遵守与托运相关的一切国内与国际法律，包括但不限于对包装、文件以及运输的要求。此外，客户在准备托运时应遵守出发地、中转地及目的地国家有关危险物品运输及对外贸易的法规。若客户、发货人或收货人未提交完整的出口文件、许可证或批准证书，则由此产生的任何海关罚款、仓储费用、海关官员征收的，或由承包人承担的其他费用，以及可能的关税或其他税款均应由客户承担。

- The Customer shall submit all necessary information and documentation if it requires the Contractor to handle customs clearance. In case of non-payment of import taxes or other custom duties by the consignee, the Customer shall bear these costs to the full amount.
若客户要求承包人代为清关，则应向承包人提供一切必要的信息及文件。若收货人未支付进口税或其他关税，则上述费用应全数由客户承担。
- If the Customer does not require the Contractor to clear customs, it shall arrange for payment of any applicable export and import duties and customs clearance fees before delivering the goods to the Contractor.
若客户并未要求承包人代为清关，则应在将货物交付于承包人前，先行安排支付任何适用的进出口税费及清关费用。
- The Contractor is entitled to commission its own customs clearance broker(s), if it assumes responsibility for this task for the account of the Customer pursuant to an explicit supplementary order from the Customer.
若承包人根据客户明确的补充订单要求，以客户的名义履行报关手续，则有权委托承包人自己的报关代理进行此操作。

X. Dangerous goods/ Packaging/ Labeling **危险物品/包装/标识**

- The Contractor shall specify the suitable transportation service for shipment of dangerous goods as defined by Section III, each shipment of which is to be accompanied by a separate waybill. The Contractor is entitled to refuse the transport of dangerous goods without stating any reasons.
承包人应指定合适的运输服务提供商以承运第 III 节项下定义的危险物品，对上述危险物品的每一批次运输均应附有单独的运单。承包人有权拒绝运输危险物品而毋需提供任何理由。
- In the event local regulations, airports, airlines, or other modes of transportation restrict the movement of dangerous goods or impose embargoes at certain departure or destination points, these locations cannot be selected as transportation origins or destinations.
如果某些始发地或目的地的当地法规、机场、航空公司或其他运输方式限制危险物品的运输或对危险物品实施禁运，则不能选择上述地点作为运输的始发地或目的地。

- The Customer shall ensure that dangerous goods are packed safely and appropriately and shall be liable for any damage resulting from improper packaging. All dangerous goods shall comply with the IATA Dangerous Goods Regulations, relevant ICAO Technical Instructions, General Specifications for Transport Packages of Dangerous Goods (GB 12463-2009) and other national and international regulations and standards with respect to their classification, type of packaging, marking, and labeling, if applicable.
客户应确保危险物品已经安全妥善包装，并应对包装不当造成的任何损害负责。所有危险物品均应符合国际航空运输协会《危险品规则》、相关国际民用航空组织《危险物品安全航空运输技术细则》、《危险货物运输包装通用技术条件（GB12463-2009）》及其他国内和国际法规及标准中有关危险物品分类标准、包装类型、标记与标签的规定，若该规定适用于相关危险物品的运输。
- Diagnostic samples such as blood, urine, etc. must be packed and labeled pursuant to IATA DGR Packing Instructions 602 and/or other national and international regulations and standards applicable in the country of origin or destination. The package must accordingly contain leak proof primary and secondary containers each with approved firm packaging materials.
客户须依据国际航空运输协会《危险品规则》包装说明 602 及/或其他始发国或目的国适用的国内及国际法规及标准对诸如血液、尿液等诊断样本进行包装及标识。包装须包含两层防泄漏容器，且各容器均应由经认可的坚固的包装材料构成。
- Each consignment shall be marked legibly and durably with the name, street address, city, country, and postal code of the shipper and consignee. The outside of the container shall bear the proper shipping name(s), the general type and nature of goods and the technical names, as well as UN ID#s of the contents. In addition, a contact person that can provide details of the contents during the period of transportation shall be clearly indicated on the package, including name and telephone number. A shipper's document, which clearly identifies and describes the contents, shall be placed inside the packaging of each dangerous goods shipment.
每批托运货物均应清晰且牢固地标明发货人及收货人的姓名、街道地址、城市、国家及邮编。容器外部应标明容器内物品适当的运输名、通用类别、物品性质、技术名称以及联合国危险货物编号。此外，包装上还应注明在运输途中能够提供包装内物品详细信息的联系人信息，包括联系人的姓名及电话号码。明确识别并描述托运货物的发货人文件应放置于每批交运的危险物品的包装内。
- The Customer shall ensure that dry ice consignments contain an adequate quantity of dry ice to keep the contents cool for a period of at least 48 hours, in the event of unforeseen difficulties or if the Customer alters the arrangements, etc. The Contractor shall not be required to refill the container with dry ice during transportation.
客户应确保以干冰保温的托运货物中已放置了足够数量的干冰，即使出现难以预测的困难或客户改变运输安排等情况时，亦足以保证托运货物在至少 48 小时内均保持低温。客户不应要求承包人在运输过程中对托运货物容器内的干冰予以补充。

- The Contractor reserves the right to refuse the transport of a dangerous goods consignment that leaks, releases odors, has damaged packaging, or is otherwise damaged. The Customer shall bear all costs for countermeasures, such as return shipment to the Customer, destruction of the consignment, measures taken to prevent accidents, etc.
承包人保留拒绝运输泄露、释放异味、包装破损或以其他方式损坏的危险物品。承包人就上述情况采取的应对措施，例如将托运货物退回客户处，销毁托运货物或采取措施防止事故发生，产生的一切费用均应由客户承担。
- Acceptance of a consignment of dangerous goods by the Contractor shall not automatically imply acceptance by the intended carriers.
承包人接受危险物品的托运并不当然意味着预定的承运人亦同意承运该货物。
- In the event of legislative changes, the Contractor reserves the right to modify Section X accordingly.
如遇立法变化，承包人保留对第 X 节项下条款进行相应修订的权利。

XI. Responsibilities of Customer

客户的责任

- Notwithstanding other provisions herein, the Customer shall ensure:
尽管有其他条款的规定，客户应确保：
 - That the selected mode of transportation is appropriate for the shipment;
所选的运输方式适合运输相应货物；
 - Compliance with the “Ready for Carriage” rules for airfreight;
符合航空货运的 “Ready for Carriage” 规则；
 - That the packaging is safe for the product and mode of transportation;
物品的包装对物品本身及运输方式均安全；
 - That the shipment is adequately marked and labeled;
已对托运货物进行了合理的标记和标签；
 - That all accompanying documents, such as customs papers, are present and contain correct and complete details, in particular on the pickup and destination addresses;
已提供一切附随文件，例如海关单证，且上述文件内容均完整且准确，尤其是有关取件及目的地地址的信息；
 - Availability of a complete and accurate declaration of safety/harmlessness for airfreight, if so stipulated;
如适用相关规定，可以提供完整且准确的航空运输安全/无害声明；
 - That the Contractor is notified of any safety concerns;
已就托运货物的一切安全事宜通知承包人；
 - Availability of all the information necessary for consignee to accept the shipment;
收货人已获取收货所需的一切必要信息；
 - That import and export customs clearances are handled;

进出口通关手续已处理完毕；

- That the Contractor is notified promptly of any potential transportation hindrances, which become known to the Customer;
已就其所知的任何潜在的运输障碍及时通知承包人；
- That proper approvals are obtained, as defined by national or international foreign trade regulations (e.g. EU dual use regulations), and
已取得了国内或国际对外贸易法规（例如欧盟有关两用物项的规定）中规定的适当的批准，且
- Compliance with all other guidelines and regulations on national or international foreign trade, if applicable.
遵守适用于运输的一切其他国内或国际对外贸易准则及法规。

- The Customer shall be liable for any damages that arise from disregard of the above responsibilities, regardless of whether or not the Customer is at fault.
客户应对因未尽上述责任而引发的任何损害结果负责，无论客户对损害结果的产生是否具有过错。

XII. Delays

延误

- The Contractor is only liable for delays, if a guaranteed time of transport is agreed upon by both parties in writing.
承包人仅在缔约双方以书面形式保证货物运输时间的情况下，对运输延误负责。

XIII. Liability of Contractor

承包人的责任

- The Contractor's liability shall be limited to the maximum stipulated for circumstances governed by the Warsaw Convention, Montreal Convention, CIM or CMIC, or CMR or TIR rules respectively. Otherwise, the following limitations of liability shall apply:
承包人的责任上限应依据《华沙公约》、《蒙特利尔公约》、CIM 或 CMIC、或 CMR 或 TIR 项下的相应规定确定。若上述公约中没有可适用的责任限制内容，则适用以下责任限制：
- The Contractor shall be liable for loss of intrinsic value caused by loss of or damage to the consignment while in the custody of the Contractor, up to a value of 8.33 SDRs/kg net weight of the shipment.
承包人应对托运货物内在价值的损失承担赔偿责任，若该托运货物系由承包人保管且上述损失系因托运货物的丢失或损坏导致。承包人的赔偿责任上限为托运货物净重每公斤 8.33 个特别提款权。

- The Contractor shall be liable for loss of or damage to part of the consignment up to a value of 8.33 Special Drawing Rights (SDR)/kg net weight of the lost or damaged item(s).
承包人应对部分托运货物的丢失或损坏承担赔偿责任。承包人的赔偿责任上限为丢失或损毁货物净重每公斤 8.33 个特别提款权。
- If the Customer is a business operator, the Contractor shall be liable for loss of intrinsic value caused by loss of or damage to the consignment while in the custody of the Contractor, up to a value of 2.0 SDRs/kg net weight of the shipment.
若客户系经营者，承包人应对托运货物固有价值损失承担赔偿责任，若该托运货物系由承包人保管且上述损失系因托运货物的丢失或损坏导致。则承包人的赔偿责任上限为托运货物净重每公斤 2.0 个特别提款权。
- If the Customer is a business operator, the Contractor shall be liable for loss of or damage to part of the consignment up to a value 2.0 SDRs/kg net weight of the lost or damaged item(s).
若客户系经营者，则承包人对部分托运货物丢失或损坏承担的赔偿责任上限为丢失或损毁货物净重每公斤 2.0 个特别提款权。
- The liability of the Contractor for delays shall be limited to the triple compensation owed to Contractor.
承包人对延误的赔偿责任以承包人所获报酬的三倍为上限。
- Notwithstanding the above, the Contractor shall only be liable for damages that it causes by a fault.
尽管有上述规定，承包人应仅就其过错导致的损害承担赔偿责任。
- Its liability for claims not arising from loss or damages of a consignment in its custody or by delay shall be limited to typical and foreseeable damages, subject to a maximum of EUR 2,500 for the goods, as stipulated in Section V above and shall exclude any liability for consequential damages. This limitation shall not apply in case of Contractor's liability for culpable endangerment to life or bodily injury or health, and the intentional or grossly negligent breach of material contractual duties or such by its managers or vicarious agents, and violation of its other obligations or such by its managers.
对于不在承包人保管下的托运货物的丢失或损坏，或运输延误而引起的损害赔偿请求，承包人仅就典型且可预见的损害进行赔偿，根据第 V 节项下的规定，承包人赔偿责任限额为 2,500 欧元，且排除一切对间接损害的赔偿责任。上述责任限制不适用于因承包人过错导致的对生命、身体或健康的损害，承包人、承包人管理人员或承包人委托的代理，基于故意或重大过失违反重大合同义务造成的损害，以及承包人及其管理人员违反其他义务造成的损害。
- The Contractor disclaims any liability incident to events beyond its control, including but not limited to damage caused by the weather, acts of war, strikes and all sovereign measures such as customs, security checks, etc.

承包人对超出其控制范围的事件导致的损害不承担任何责任，包括但不限于因气候、战争行为、罢工以及一切诸如海关、安全检查等主权措施造成的损害。

XIV. Indemnification

赔偿

- If the Customer fails to fulfill his legal obligations, he shall be liable for all damages incurred by the Contractor as a result of culpable non-compliance with the Customer's obligation if the Contractor is held liable by third parties for the transport. The Contractor's claims under applicable laws and regulations remain unaffected, which shall include, without limitation, Article 825 of the Chinese Civil Code.

若客户未履行法定义务，导致第三方要求承包人就运输承担责任，客户应向承包人赔偿由此造成的一切损失。承包人依据适用法律法规享有的求偿权不受影响，包括但不限于《民法典》第825条。

- When employees and/or subcontractors of the Contractor are held liable on account of the carriage of the goods, these persons may invoke each liability limitation and/or exoneration which the Contractor can invoke pursuant to these conditions or any other legal or contractual provision.

若承包人的雇员及/或分包商因货物运输承担责任，则该等人员可以援引承包人依据本运输条款或其他任何法律或合同条款可援引的各项责任限制及/或免责内容予以抗辩。

XV. Damage claims

损害索赔

- The shipment shall be deemed delivered in proper condition and per the terms of the order if accepted unconditionally by the consignee, until proven otherwise.

除非有相反证据予以证明，否则收货人无条件接受货物即视为托运货物已依据订单项下条款妥善交付完毕。

- Each damage claim shall adequately describe and estimate the damage caused.

每项损害索赔请求中均应充分描述并估计遭受的损害。

XVI. Compliance

合规

As part of Lufthansa Group, the Contractor is fully committed to the Lufthansa Group Code of Conduct, which can be accessed here: <https://investor-relations.lufthansagroup.com/en/corporate-governance/compliance/code-of-conduct.html>. The Lufthansa Group Code of Conduct includes among others our policies regarding conduct toward competitors, a commitment to combatting corruption, compliance with foreign trade requirements and respect for human

rights. Time:matters as a socially responsible company, acts in compliance with internationally recognized environmental standards as well as the fundamental labour standards as well as the 10 principles of UN Global Compact and the 5 fundamental principles of International Labour Organisation (ILO). For reasons of serious feasibility, the Contractor cannot accept any external Codes of Conduct as binding for the time:matters Group.

作为汉莎航空集团下属公司，承包人完全遵守《汉莎航空集团行为准则》，详细内容请访问该链接：<https://investor-relations.lufthansagroup.com/en/corporate-governance/compliance/code-of-conduct.html>。《汉莎航空集团行为准则》包括集团对竞争对手的行为政策、打击腐败的承诺、遵守对外贸易要求以及尊重人权等内容。time:matters 作为具备社会责任感的公司，遵守国际公认的环境标准、基本劳动标准、联合国全球契约十项原则和国际劳工组织 5 项基本原则。为严格执行前述准则，承包人不接受任何约束 time:matters 集团的外部行为准则。

XVII. Language

语言

- These TCC are made in an English and Chinese language version, each of which shall have equal force and effect. In case of discrepancy, if any, the English version shall prevail.
本运输条款以中英文书就，中、英文本具同等法律效力。两种语言文本不一致的，以英文文本为准。

XVIII. Jurisdiction (Venue)

管辖（管辖地）

- Both Contractor and Customer irrevocably consent to submit any dispute, controversy or claim arising out of, or in relation to, these TCC including the ones concerning validity, invalidity, breach or termination of these TCC, to the China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Sub-commission for arbitration, which shall be conducted in accordance with the CIETAC arbitration rules in effect at the time of applying for arbitration. The language of arbitration shall be English. The arbitral award is final and binding upon both Contractor and Customer.
承包人与客户均不可撤销地同意，将因本运输条款产生的或与之相关的，包括有关本运输条款的有效性、无效、违约或终止相关的任何纠纷、争议或索赔，提交中国国际经济贸易仲裁委员会（CIETAC）上海分会，依据申请仲裁时 CIETAC 有效的仲裁规则予以仲裁。仲裁语言为英语，仲裁裁决为终局裁决，对承包人及客户均具有约束力。

XIX. Severability

分割性

- If any part of these TCC is declared or becomes void, or unenforceable, or if a loophole exists, the remaining provisions shall continue in full force and effect, whereupon the offending part shall be replaced, or the loophole closed, with an enforceable provision that best reflects the original intent.

若本运输条款的任何条款无效、被宣告无效或不可执行，或本运输条款存在漏洞，其他部分或条款的有效性将不受影响。在此情况下，应通过最能反映缔约方本意的且可执行的条款，对无效或不可执行的部分予以修订，或对漏洞予以填补。