

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.

本条款与条件旨在对时美达（上海）国际货运代理有限公司及其客户的责任予以排除或限制。故在此特别建议客户就托运的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.
对于运输条款第 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到达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的货物于运输中转地交付时，对托运的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。承包人应有权选择运输线路中不受限部分的运输方式。
- 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，制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, pursuant to Council Regulation (EC) Nos. 881/2002 and 2580/2001 in its currently applicable version or pursuant to the relevant successor provision.
根据现行有效的欧盟第 881/2002 以及 2580/2001 号条例或上述条例的相关后继条例，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、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 Manager or CEO 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总裁书面同意，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，不排除本运输条款的适用。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.
“托运的货物”或“运输的货物”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, GB 12268-2012, regulations or other national or international regulations and standards 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《危险品安全航空运输细则》、德国法项下规定（ADR/GGVSE）、《危险物品名表（GB 12268-2012）》、其他国际公约、国内法规及标准确定为危险品的货物，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

- These TCC shall be governed by the laws of Germany, unless otherwise stated herein or mandated otherwise by law.
除非本条款项下另行规定或法律强制规定，本运输条款应适用德国法。
- 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, 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.
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《国际铁路货物运输公约》（“CIM”），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”）。
- **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《危险品安全航空运输细则》及/或运输始发地、中转地或目的地的国内法规或国家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, 单次托运的货物价值不得超过 2500 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的货物物品的权利, 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。以下物品禁止运输(但不限于): 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于冰冷冷冻的交运货物、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。上述要求亦适用于一切政府备案或告知程序。客户就遵守本节所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 Council Regulations (EC) Nos.881/2002 and/or 2580/2001 in its currently applicable version or pursuant to the relevant successor provision finds that the person(s) involved are on a list of targeted persons or have names similar to listed individuals, whereupon the Customer shall bear any cost incurred due to such incident.
若根据现行有效的欧盟第 881/2002 号及/或 2580/2001 号条例（或相关后继条例）进行的身
份核查发现某次货物运输涉及的人员属于目标人员名单上所列人员或其名称与所列人员相似，
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 necessary 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.
无论是否明示援引，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，否则付款期限为发票开具之日起十五（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。
- The Customer shall submit any claim or complaint in writing to the address stated on the invoice within fifteen (15) days of the invoice date, after which period the invoice shall be deemed accepted fully as received.**
客户的索赔请求及投诉应于发票开具之日起十五（15）天内以书面形式提交至发票上所载地址，上述期限一经届满即视为客户完全接受账单。
- The Contractor reserves the right to invoice the Customer for all charges including import taxes and duties, regardless of whether it stipulated to bill the consignee.
承包人保留向客户收取一切费用（包含进口税和关税）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（或以下）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/encumbrance on the shipment, and it may pledge the shipment following non-payment upon expiry of a two-week grace period and upon a prior warning.

若客户在约定付款期限逾期两周并经承包人催告仍未付款，则承包人有权对货物予以留置或质押。

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.

承包人应从运单指定的街道地址取件并投递至运单指定的街道地址，不得投递至任何邮箱或其他加密地址。托运的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，从其指定的其他任何地点取件并/或递送至其指定的其他任何地点。

- 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.

若托运的货物无法投递，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决定邮件的后续处理方式。

- 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.

若托运的货物无法投递或承运人拒绝接受托运的货物，则客户应承担退运的费用，包括由此产生的海关罚款。

- The Contractor 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的货物可能对其他托运的货物、承包人的财产或人员造成损害，或运输该物违法，则承包人保留拒绝接受托运的货物，将托运的货物暂扣、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 运输中的托运的货物

- 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时间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的货物，或在运输过程中抛弃全部或部分托运的货物，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、或政府对恐怖主义的警告或宣战。无论上述事件是否实际发生、仅有发生的威胁或仅受到宣布，也无论延误、索赔、请求、事件或困局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，并应就承包人由此产生的费用予以相应的补偿。

- 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:
承包人保留对托运的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的货物
 - 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.
怀疑托运的货物的内容可能违反本运输条款第 V 节相关规定

- In the course of the inspection process, x-ray screening of shipments is possible. In this case, even when the inspection is made properly, damages of radiosensitive goods may occur. The Contractor is not liable for such damages.
承包人在检查过程中，可能对货物进行 X 光检查。在此情况下，即使是适当进行的检查也可能对放射敏感货物造成损害。而承包人对此类损害不承担任何责任。

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 contractual partner 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缔约相对方承担。

- 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处理报关事宜，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.
承包人应提供适当的运输服务，以运输第 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 destinations.
如果当地法规、机场、航空公司或其他运输方式限制危险物品的运输或在某些出发地或目的地实施禁运，则不能选择上述地点作为运输目的地。
- **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《危险品安全航空运输细则》、《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.**

每批托运的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、物品性状、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的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的货物中已放置了足够数量的干冰，即使出现难以预测的危险或客户改变运输安排等特殊情况下，亦足以保证托运的货物在至少 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的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，例如将托运的货物退回客户处，销毁托运的货物或为防止事故采取的措施，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接受该货物的承运。
- 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“准备运输”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;
已对托运的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，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;
已就托运的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, unless otherwise stipulated;
除非另有规定，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. dual use regulations), and
已取得了国内或国际对外贸易法规（例如两用规定）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 CMR rules respectively. Otherwise, the following limitations of liability shall apply:
承包人的责任限额应依据《华沙公约》、《蒙特利尔公约》、CIM 或 CMR 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.**
承包人应对托运的货物固有价值损失承担赔偿责任，若该托运的货物系由承包人保管且上述损失系因托运的货物的丢失或损坏导致。承包人的赔偿责任应当不超过托运的货物净重每公斤 8.33 个特别提款权的责任限制。

- **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 item(s).**
承包人应对部分托运的货物的丢失或损坏承担赔偿责任。承包人的赔偿责任应当不超过丢失物净重每公斤 8.33 个特别提款权的责任限制。
- **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.**
承包人应对托运的货物固有价值损失承担赔偿责任，若该托运的货物系由承包人保管且上述损失系因托运的货物的丢失或损坏导致。若客户系经营者，则承包人的赔偿责任应当不超过托运的货物净重每公斤 2.0 个特别提款权的责任限制。
- **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 item(s).**
承包人应对部分托运的货物的丢失或损坏承担赔偿责任。若客户系经营者，则承包人的赔偿责任应当不超过丢失物净重每公斤 2.0 个特别提款权的责任限制。
- 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应当不超过承包人所获报酬的三倍。
- 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.
对于非由（在承包人保管下）的托运的货物丢失或损坏，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失进行赔偿，就第 V 节项下规定的物品的赔偿限额为 2500 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 1) 因承包人过错导致的对生命，身体或健康的损害；2) 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；3) 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，包括但不限于因天气、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

- The Customer who fails to meet any obligation which the law or these conditions impose on him is obliged to indemnify the Contractor against all damage which he might suffer as a result of this noncompliance when he is held liable by a third party on account of the carriage of the goods.
若客户未履行法律或本运输条款项下规定的义务，则应就未履行上述义务导致的，承包人在货物运输过程中对第三方承担的责任予以赔偿。
- 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的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. 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。

XVII. 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) 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），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。

XVIII. 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。