

**STANDARD TRADING CONDITIONS (STC)
OF ITL FREIGHT MANAGEMENT JOINT STOCK COMPANY**

Chapter I. DEFINITIONS

- 1) “Company” means ITL Freight Management Joint Stock Company, a member of Vietnam Logistics Business Association who provides any services upon and subject to the provisions of these STC.
- 2) “Container” means a box typically 20 to 40 feet long which is mainly used for ocean freight shipments. It also means the packaging such as a carton, case, box, bucket, drum, bin, bottle, bundle, or bag, that an item is packed and the goods shipped in.
- 3) “Customer” means any party giving instructions, including the shipper, consignor, consignee, the owner of the goods or their behalf upon whose request the Company provides any services.
- 4) “Document” means any paper, instrument, voucher, writing statement including but not limited to electronic data interchange.
- 5) “Force Majeure” means war, emergency, terrorism, accident, fire, earthquake, flood, storm, industrial strike, lockouts, stoppage, restraint of labor including the bankruptcy of the servants whose service the Company has used for performing the instructions given by the Customer or other impediment which the affected party was beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of the contract with the Customer or to have avoided or overcome it or its consequences.
- 6) “Goods” means the cargo in relation to which the services are provided by the Company and includes any container, packaging or pallet supplied by or on behalf of the Customer. The Goods shall, in accordance with the laws of Vietnam or the laws of the country concerned, restrict or prohibit the carriage, exportation, importation, trading of or used within the territory of Vietnam or the territory of that relevant country.
- 7) “Dangerous Goods” means goods classified as such under the applicable laws of Vietnam governing the carriage and handling of dangerous goods, as well as under the international dangerous goods codes for transport issued, amended, or supplemented by international organizations (IMO, IATA).
- 8) “Instruction” means a statement, either in writing or in electronic data interchange dealing with the Customer’s specific requirements.
- 9) “Logistics service” or “Services” means any service relating to or in connection with any process of planning, implementing and controlling the efficient, effective flow and storage of goods, services, and related information from point of origin to point of consumption for the purpose of conforming to Customers’ requirements.
- 10) “SDR” means the monetary unit determined by the International Monetary Fund (IMF) and called the Special Drawing Right.

Chapter II. AREA OF APPLICATION

- 11) These STC shall apply to all Logistics services, irrespective of whether they concern freight forwarding, carriage, warehousing, distribution of goods or other services common to the logistics services provided, handled, performed, procured or rendered by the Company acting either as freight forwarder or as Logistics service provider even in case when the Company procures a Bill of Lading or other similar document evidencing a contract of carriage between a person other than the Company and the Customer.
- 12) Where the Company acting as the carrier, the provisions of a document issued by or on behalf of the Company bearing a title of or including “Bill of lading”, whether negotiable or not, shall be paramount and in the event of a conflict with the conditions contained in these STC, the provisions of such a document shall prevail over to the extent of such conflict.

Chapter III. THE COMPANY’S GENERAL RESPONSIBILITIES

- 13) The Company warrants that it has the legal capacity to provide the Services specified in the contract entered into with the Customer.
- 14) The Company shall perform its duties with a reasonable degree of due care, diligence, skill and professional judgment.
- 15) The Company shall carry out its Services within a reasonable time except in the special agreement previously made in writing with the Customer to and accepted by the Company.
- 16) Subject to these STC and in particular to the discretion reserved to the Company below, the Company shall take all reasonable steps to perform any of the Customer’s Instruction acceptable by the Company. If after the contract has been agreed, events or circumstances come to the attention of the Company which, in the

opinion of the Company and to the interest of the Customer, make it wholly or in part impossible for the Company to fulfill its duties it shall take reasonable steps to immediately inform the Customer of those events or circumstances and seek further Instructions.

17) If at any stage in the transaction, the Company should reasonably consider that there is good reason in the Customer's interest to depart from any of the Customer's initial instructions, the Company shall be permitted to do so without prior authorization from the Customer, but must act with due regard to professional judgment as well as to the interest of the Customer and, as soon as possible, inform the Customer of its actions and any additional charges resulting therefrom, and shall not incur any additional liability in consequence of so doing.

18) When performing carriage of goods by sea or by inland waterways, arrival times are not guaranteed by the Company. However, delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon with the Customer or, in the absence of such agreement, within the time which would be reasonable to require of a diligent carrier, having regard to the circumstances of the case. However, the Company shall only be liable for loss following from delay in delivery if the Customer has made a declaration of interest in timely delivery which has been accepted by the Company and inserted in its issued transport documents.

19) The Company shall be liable for any loss or damage to the Goods occurring while the Goods are under the custody, care, and control of the Company. The liability limitation of the Company in such cases shall be governed by the prevailing laws and STC.

Chapter IV. CUSTOMER'S GENERAL RESPONSIBILITIES

20) The Customer warrants that he is either the owner or the authorized agent of the owner of the goods and that he is authorized to accept and is accepting these STC not only for himself but also as agent for and on behalf of the owner of the goods.

21) The Customer shall be deemed to be competent and to have reasonable knowledge of matters affecting the conduct of his business, including but not limited to the international commercial terms of sale and purchase of the goods, laws and regulations, custom and customs clearance procedures at the destination as well as the need for insurance and the extent of coverage available and fit for type of goods being tendered for shipment, the need to preserve and retain documentation, the need for appropriate care to avoid transmitting viruses by electronic communication, also the need for confidential handling of information relating to high value goods, and all other matters relating thereto.

22) The Customer shall give the Company sufficient, accurate and executable instructions.

23) The Customer shall warrant that all information in whatever normal universal form or under electronic data interchange relating to the general and dangerous character of the goods, their description, bar-coding, marks, weight, volume and quantity, as furnished by the Customer or its behalf, was accurate and complete at the time the goods were taken in charge by the Company or any third party whose services it has engaged. The Customer further undertakes to provide independent confirmation of such particulars of goods upon the request of the Company.

24) The Customer shall warrant that the Goods are properly packed and labeled except where the Company has accepted to perform such Services.

25) The Customer shall not, unless otherwise previously and expressly agreed in writing, deliver to the Company or cause the Company to deal with or handle Dangerous goods.

26) The Customer shall indemnify the Company against all liability for loss, damage, cost and expenses whatsoever arising out of the Company acting in accordance with the Customer's Instruction or arising from any breach or negligence done by the Customer of any warranty contained in these STC. The Customer shall also warrant that it shall indemnify the Company against all loss or damage occurred at destination of goods if the consignee or its authorized person fails to take delivery of goods due to the claim or counter claim between it and the Customer as well as due to the violation of local legal provisions or customs clearance regulations.

Chapter V. THE DESCRIPTION, PACKING AND INSPECTION OF CUSTOMER'S GOODS

27) The Customer shall be deemed to have guaranteed to the Company the accuracy, at the time the Goods were taken in charge by the Company, of all particulars relating to the general nature of the Goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the Goods as furnished by him or persons on its behalf. The Customer shall indemnify the Company against all loss, damage and expenses resulting from any inaccuracy or inadequacy of such particulars.

28) The right of the Company to such an indemnity shall in no way limit his liability under these STC to any other person than the Customer.

29) The Company shall not be liable for any loss, damage or expense caused by defective or insufficient

packing of goods or by inadequate loading or packing within Containers or other equipment when such loading or packing has been performed by the Customer or on his behalf by a person other than the Company or by the defect or unsuitability of the Containers or other equipment supplied by the Customer. The Customer shall indemnify the Company against all loss, damage, liability and expense so caused.

30) The Company shall also not be liable for any loss, damage or expense caused by the reasons said in Item 29 above even in case the Containers or other equipments supplied by the Company but the Customer failed to have the proper and reasonable inspection of their apparent status when they were collected for loading or packing of Goods.

Chapter VI. DANGEROUS GOODS

31) The Customer shall comply with rules which are mandatory according to the national Law or by reason of international convention, relating to the carriage of Goods of a dangerous nature, and shall in any case inform the Company in writing of the exact nature of the danger, before Goods of a dangerous nature are taken in charge by the Company and indicate to it, if need be, the precautions to be taken.

32) If the Customer fails to provide such information and the Company is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at any time, they are deemed to be hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as the circumstances may require, without compensation. The Customer shall indemnify the Company against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto. The burden of proving that the Company knew the exact nature of the danger constituted by the carriage of said Goods shall rest on the Customer.

33) If any Goods become hazardous to life, other property, or may affect safety or health, cause environmental pollution, or fail to comply with the carrier's conditions, applicable laws, or local regulations, such Goods may, at any time and place, be unloaded, destroyed, or rendered harmless. In the event that such hazard does not arise from the fault or negligence of the Company, the Company shall bear no liability for compensation, and the Customer shall indemnify and hold the Company harmless from all damages, losses, liabilities, and expenses arising therefrom.

Chapter VII. PERFORMANCE OF CONTRACT

A. Company as agent:

34) To the extent that the Company acts as agent, the Company does not make or purport to make any contract with the Customer for the carriage, storage or handling of the Goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing such services by establishing contracts with the third parties so that direct contractual relationship are established between the Customer and such third parties.

35) The Company shall not be liable for the acts and omissions of such third parties referred to in Item 34 as above nor responsible for any accident or any neglect or default howsoever arising whether willful or otherwise on the part of its agents or those with whom it contracts in respect of the goods to be forwarded, whether they are can carried by land, sea or air or handled by warehouse keepers or other persons.

B. Company as Principal:

36) Where requested by the Customer, the Company may:

(a) issue a transport document or electronic data interchange by which it, as principal, undertakes carriage of particular goods, or

(b) guarantee in writing proper performance of the terms of any contract between the Customer and third party whose services the Company has engaged on behalf of the Customer.

Where it issues a transport document or electronic data interchange, or provides a guarantee, the rights and obligations of the Company will be governed by the special conditions therein in addition to these STC, and in any event the Company is liable only to the same extent as the third party who performs the carriage or guarantees service, as may be limited by the conditions on which that party customarily offers its services. However, in event of any inconsistency with these STC, the above said special conditions shall prevail.

37) To the extent that the Company acts as Principal for the performance of the Customer's Instructions, the Company undertakes to perform or in its own name to procure the performance of the Customer's Instructions and, subject to the provisions of these STC, shall be liable for the loss of or damage to the Goods occurring from the time that the Goods have been taken into its charge until the time of their delivery. The liability of the Company shall be determined by the national law or international conventions applicable.

38) If at any time the performance of Services under these STC is or likely to be affected by any hindrance or

risk of any kind (including the condition of the Goods) not arising from any fault or neglect of the Company or a person whose service the Company has used to perform the contract signed with the Customer and which cannot be avoided by exercise of reasonable endeavors, the Company may abandon the performance of such a contract and, where reasonably possible, place the goods or any part thereof at the Customer's disposal at any place which the Company may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Company in respect of such Goods shall cease.

39) In any event, the Company shall be entitled to full freight, remunerations and charges under the signed contract and the Customer shall pay any additional costs resulting from the above mentioned circumstances.

Chapter VIII. INSURANCE

40) At the Customer's request, the Company shall procure insurance for the Goods from a reputable insurer at the Customer's expense prior to delivery of the Goods. If, due to the nature of the Goods or for any other reason, the Company is unable to obtain suitable insurance coverage, the Company shall promptly notify the Customer. Notwithstanding the foregoing, the Customer is advised to obtain liability insurance on its own for risks relating to customs matters or confiscation of the Goods arising from violations of applicable customs regulations on import and export.

41) The Company is obliged to arrange appropriate insurance covering its provided Logistics services liabilities to the Customers (e.g. the cargo owner, shipper, consignor or consignee) in respect of loss of or damage to cargo and for errors and omissions of its staff or such as delay or unauthorized delivery as well as to loss or damage to any owned or leased equipment of the Company, for example its Containers.

42) If requested by the Customer, the Company has to provide the proof of this liability insurance cover as stated in Item 41 above.

Chapter IX. EXEMPTION AND LIMITATION OF LIABILITY

43) Except in so far as otherwise provided by these STC, when the Company acting as the carrier of Goods by sea, air, inland waterways, rail and road, it shall be entitled to the benefit of all immunities and limitations provided for in the national law or international conventions applicable.

44) Except in so far as otherwise provided by these STC, the Company shall not be liable for any loss or damage whatsoever arising from:

(a) willful misconduct, negligence, or omission of the Customer or owner of Goods or any person acting on its behalf.

(b) compliance with the Instructions given to the Company by the Customer, owner of the Goods or any other person entitled to give them.

(c) deficiencies in the packaging, labeling of the Goods, or in the methods of packing, stowing, stuffing, unloading, securing, or storage of the Goods in the Container carried out by the Customer or any person acting on the Customer's behalf, unless such operations are performed by the Company.

(d) inherent vice of Goods;

(e) Loss of or damage to the Goods arising in circumstances where the carrier is exempt from liability under the laws and practices applicable to this mode of carriage, provided that the Company has in fact acted in such capacity.

(f) consequences, including penalty, fines and smuggling due to an infringement of local customs regulations or the refusal of the consignee or its authorized agent in taking delivery of goods at destination;

(g) Force Majeure.

45) Notwithstanding other provisions provided in these STC, the Company shall not be liable for loss and damage howsoever caused to the property other than the Goods themselves, indirect or consequential loss or damage, loss of profit, delay or deviation.

46) In the event that the Company incurs liability arising from negligence, omission, willful misconduct, incident, or any other occurrence, and regardless of the cause of loss or damage unexplained, the Company shall compensate the Customer based on the ex-factory invoice value of the affected shipment (excluding VAT and any other taxes), but in no case shall such liability exceed the following limits:

(a) 19 SDR per kilogram (for air carriage),

(b) 2 SDR per kilogram or 666.66 SDR per package/pallet (for sea carriage),

(c) 2 SDR per kilogram (for inland transportation and all other services).

47) By special agreement in writing and on payment of additional charges, higher compensation may be claimed from the Company but not exceeding the total value of Goods or the agreed value, whichever is lesser.

CHAPTER X. CLAIM NOTIFICATION AND TIME BAR

48) All notice of claims relating to the Company's Services or demands for compensation for any damage, loss, shortage, or deficiency of the Goods must be made within 14 days (including Sundays and public holidays) from the date of delivery of the Goods. The Customer and/or the consignee shall be deemed to have accepted the Goods, and the Company shall be entitled to reject any claim for compensation if the notice of claim is not submitted within the time limits specified in this Clause.

49) The claim dossier must be submitted in writing (duly signed and stamped by the Customer) together with the original supporting documents relating to the claim, and must be delivered to the Company within 30 days from the date of delivery of the Goods.

50) After a claim has been made, the Company shall be discharged from liability unless it receives notice of legal proceedings initiated before a competent court in Vietnam within 9 months from the date on which the Goods were delivered or would have been delivered, except where the Company acts as a sea or inland waterway carrier and issues a bill of lading in its own name, in which case the limitation period for initiating legal proceedings in respect of loss of or damage to the Goods shall be 1 year from the date on which the Goods were delivered or would have been delivered to the consignee.

Chapter XI. RIGHT OF LIEN AND DETENTION

51) The Company shall have a general lien on all goods and documents relating to Goods in its possession, custody or control for all sum due at any time from the Customer or owner and Company shall notify the Customer prior to exercising such right in accordance with applicable laws.

Chapter XII. JURISDICTION AND LAW APPLICABLE

52) All disputes arising between the Company and the Customer shall be governed by the laws of Vietnam, and each Party agrees that such disputes shall be subject to the exclusive jurisdiction of the competent courts of Vietnam. The court's judgment shall be final and binding.

53) In case the Company acting as the sea or inland waterways carrier, the dispute resulting therefrom shall be settled in accordance with the provisions under the Bill of Lading issued by it.

54) If any conditions or a part thereof is held by laws and regulations to be invalid, the validity of these STC and the remaining conditions or a part thereof shall not be affected.

55) Any act or contract applied this STC shall be governed by the Laws and Regulations of the Social Republic of Vietnam and universal commercial international custom.

56) These STC shall be made in both Vietnamese and English. In the event of any inconsistency between the Vietnamese and English versions, the Vietnamese version shall prevail.