

Spread Logistics Ltd.
Spread Digital Logistics Co., Ltd.
深圳斯普萊德科技有限公司

Standard Trading Terms and Conditions

(effective from August 14, 2022)

Unless otherwise previously agreed in writing or otherwise provided for under the provisions of a document signed by the Company, all transactions with the Company are based upon this Standard Trading Conditions which is complimentary to the provisions of a document and/or service contract signed by the Company with its' respective customer/client.

The Customer's attention is drawn to the fact that the liability of the Company in respect of loss or damage to the goods or delay is limited by these standard trading conditions and/or applicable international conventions.

DEFINITIONS

In these Conditions the following words shall have the meaning ascribed thereto, if not inconsistent with the subject matter or context: -

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|--------|-----------------|---|
| (i) | Company | Spread Logistics Ltd., Spread Digital Logistics Co., Ltd.,
<i>深圳斯普萊德科技有限公司 and/ or any of its' subsidiary or associated company.</i> |
| (ii) | Conditions | <i>the entire undertakings, terms and clauses contained herein.</i> |
| (iii) | Container | <i>Includes any container, flexitank, trailer, transportable tank, flat, reefer, pallet or any article of transport used to carry or consolidate goods and any equipment of or connected thereto.</i> |
| (iv) | Customer | <i>any person at whose request either made directly or on its behalf the Company undertakes any business or services, including advice or information.</i> |
| (v) | Dangerous Goods | <i>any goods classified as dangerous by the International Maritime Dangerous Goods Code (IMDG Code) issued by The International Maritime Organization, national regulations and/or HKSAR's legislations from time to time, or goods likely in the opinion of the Company or their Agents to cause damage to other goods, persons or property.</i> |
| (vi) | Goods | <i>Property of any category, including packaging, containers, equipment, or goods of any other description, not supplied by or on behalf of the Company and in respect of which the Company undertakes to provide a Service.</i> |
| (vii) | Instructions | <i>a statement of the Customer's specific requirements.</i> |
| (viii) | Owner | <i>Includes the owner, shipper or consignee of the goods or any other person who has or may acquire an interest in the goods and anyone acting on their behalf.</i> |
| (ix) | Person | <i>includes an individual, a firm and a body corporate.</i> |

CONDITIONS

1 Introduction

These Standard Trading Conditions shall apply to all business undertaken by the Company including any advice, information or service provided whether gratuitously or not. All other terms and conditions are hereby expressly excluded. No servant or agent of the Company has any authority to add to or vary these Standard Trading Conditions, unless such addition or variation is in writing and signed by a director on behalf of the Company.

The Company shall be entitled to perform any of their obligations hereunder themselves or by their subsidiary or associated companies or by any other person, firm or company carrying out the services contracted for. Any contract to which these conditions apply is made by the Company on its own behalf and also as agents for and on behalf of any subsidiary or associated company or any Servants or Agents of the Company and any such company shall be entitled to the benefit of these Conditions. The Customer will not seek to impose upon any such person or company a liability greater than that accepted by the Company under these Standard Trading Conditions.

2 As Agent or As Principal

The Company shall be entitled to enter into contracts as Agent for the Customer or act as the Principal to provide services

(a) for the carriage of the goods by any route or by any means,

(b) for the storage, packing or handling of the goods by any persons at any place or places and for any length of time; and to do such acts as may be necessary or incidental thereto at the absolute discretion of the Company and to depart from the Customer's instructions in any respect if in the opinion of the Company it is necessary or desirable to do so in the Customer's interests.

The Customer hereby expressly authorises the Company to do such acts and enter into such contracts as are referred to in Clause 2 above hereof on behalf of the Customer so as to bind the Customer by such acts and contracts in all respects, notwithstanding any departures from the Customer's instructions as aforesaid.

3 Obligations of Customer

The Customer warrants:

a) that he is either the Owner or the authorised agent of the Owner of the goods to which any business relates, and further warrants that he is authorised to accept and is accepting these Conditions not only for himself but also as agent for and on behalf of the Owner of the goods failing which the Customer shall fully indemnify the Company against any loss damage or detriment arising out of breach of this warranty;

b) that he shall give sufficient and executable instructions;

c) that the description and particulars of any consignments furnished by or on behalf of the Customer are true and accurate;

d) that the Goods are properly packed and labelled, except where the Company has accepted instructions to provide packing and/or labelling services.

4 Quotations, Charges, Freight

(a) Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision by the Company any time. If at any time there is any alteration in the rates of freight, carriage, handling, storage or other charges applicable to the goods, the quotations and charges shall be subject to revision accordingly with or without prior notice served on the customers/clients,

(b) Notwithstanding that it may be agreed between the Company and the Customer that the Company's charges in respect of any transaction shall be payable by the consignee and/or any other person who holds title of the Goods, if such consignee or other person shall fail to pay the same or any part thereof within 7 days of due demand being made on them, the

Customer shall be primarily liable to the Company therefor without prejudice to the Company's rights against such consignee or such other person.

- (c) In respect of goods being carried, freight is deemed to be earned on shipment upon receipt or commencement of voyage, whichever is earlier, and is payable whether goods lost or not lost. Freight paid is not returnable under any circumstances whatsoever.*
- (d) The Customer shall pay to the Company in cash or as agreed all sums immediately when due without deduction or deferment on account of any claim, counterclaim or set-off.*
- (e) All sums due to the Company from the Customer or, in respect of (b) above, the consignee or such other person shall carry interest at 5% per annum or part thereof from the date when such sums become due until the date of payment.*

5 Special Instructions

- (a) The Company shall not be obliged to make any declaration for the purpose of any statute or contract as to the nature or value of any goods or as to any special interest in delivery, unless required by law or expressly instructed by the Customer in writing.*
- (b) There is no obligation on the Company to arrange for the goods to be carried, stored or handled separately from the goods of other customers.*
- (c) The Customer shall comply with the prevailing international rules and/or national laws and/or HKSAR laws which are mandatory relating to the carriage or storage 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 dangerous nature are taken in charge by the Company, and if in need, be indicated the precautions to be taken. 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 the time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless as circumstances may require, without whatever liability and/or compensation to the customer and/or the parties named in 4(b) herein above, and the Customer shall be liable for all loss or damage, delay or expenses arising out of their being taken in charge, or their carriage, or of any services thereto. If any goods accepted for transportation or storage, with the knowledge of the Company as to their dangerous nature, shall become a danger to the vehicle, vessel, property, cargo or persons, they may be unloaded or landed at any place or destroyed or rendered innocuous, without liability on the Company.*
- (d) Unless by special arrangement previously agreed in writing, the Company will not accept business or provide services in respect of bloodstock or livestock, valuable goods, bullion, bank notes, negotiable securities, title deeds, bonds, stamps, documents, manuscripts or plans. Should any Customer nevertheless deliver any such goods to the Company or cause them to handle or deal with any such goods other than under special arrangements previously agreed in writing, the company shall not be liable for any loss or damage to or in connection with the goods, however caused.*
- (e) The Customer undertakes not to tender for carriage or storage any Goods which require temperature control without previously giving written notice to and accepted by the Company of their nature and particular temperature range to be maintained. In the case of a temperature controlled Container stuffed by or on behalf of the Customer, the Customer further undertakes that the Container has been properly pre-cooled or pre-heated as appropriate, that the Goods have been properly stuffed and stowed in the Container and that its thermostatic controls have been properly set by the Customer. If the above requirements are not complied with, the Company shall not be liable for any loss of or damage to the Goods attributable to and/or caused by such non-compliance.*
- (f) The Company shall not be obligated to effect a separate insurance on each consignment*

or declare it on the Company's insurance policy. The Company acts as a referrer and has no involvement in arranging insurance. The Company disclaims any liability in insurance referred. The Customer should clarify all exceptions, conditions and premiums of the Insurance with insurance intermediate or Underwriter. Any claim on the policy and any negotiations with or proceedings against the insurers shall be the responsibility of the Customer and not of the Company and should the Insurers dispute their liability for any reason, the Insured shall have recourse against the Insurers only and the Company shall not be under any responsibility or liability whatsoever in relation to such policy.

- (g) Unless otherwise previously agreed in writing or otherwise provided for under the provisions of a document signed by the Company, instructions relating to the delivery or release of Goods against payment or against surrender of a particular document shall be in writing and the Company's liability in respect of mis-route shall not exceed reasonable extra costs in redirecting the cargo to its correct destination by the same or similar mode of transport as the original carriage resulting from the mis-delivery of the cargo to a place other than the destination stated in the contract of carriage and in respect of mis-delivery or delay of Goods shall not exceed freight charged by the Company for the particular shipment.

6 General Indemnities

- (a) The Customer, consignee and Owner of the Goods shall defend, indemnify and hold harmless the Company against all liability, loss, damage, costs and expenses arising out of and/or in connection with: from
- (i) the nature of the goods, or
 - (ii) out of the Company acting in accordance with the Customer's or Owner's instructions, or
 - (iii) arising from a breach of warranty or obligation by the Customer or arising from the negligence of the Customer, consignee and/or Owner.
- (b) The Customer and Owner shall be liable for and shall defend, indemnify and hold harmless the Company in respect of all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any Authority and for all payments, fines, costs, expenses, loss and damage whatsoever incurred or sustained by the Company in connection therewith.
- (c) Advice and information, in whatever form it may be given, are provided by the Company for the Customer only and the Customer shall defend, indemnify and hold harmless the Company for all liability, loss, damage, costs and expenses arising out of and pursued by any other person relying on such advice or information.
- (d) (i) The Customer undertakes that no claim be made against any servant, sub-contractor or agent of the Company which imposes or attempts to impose upon any of them any liability whatsoever in connection with the Goods, if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.
- (ii) Without prejudice to the foregoing, every such servant sub-contractor or agent shall have the benefit of all provisions herein, as if such provisions were expressly for their benefit. In entering into this contract the Company, to the extent of those provisions, does so not only on its behalf, but as agent and trustee for such servants, sub-contractors and agents.
- (iii) In this clause, "sub-contractors" includes direct and indirect sub-contractors and their respective servants and agents.

7 Liberties and Rights of the Company

- (a) *The Company shall have a general lien on all goods or documents relating to goods in their possession, for all sums due at any time from the Customer or Owner, and shall be entitled to sell or dispose of such goods or documents at the expense of the Customer and/or its owner, and apply the proceeds in or towards the payment of such sums on 28 days notice in writing to the Customer.*
- (b) *If delivery of the Goods or any part thereof is not taken by the Customer, consignee or Owner at the time and place when and where the Company, or any other person whose services the Company makes use of, is entitled to call upon the Customer, consignee or Owner to take delivery thereof, the Company or such other person shall be entitled to store the Goods in the open or under cover at the sole risk and expense of the Customer. Notwithstanding the above, and at the expense of the Customer, the Company shall be entitled to sell or dispose of the Goods:*
- (i) *on 14 days' notice in writing to the Customer or where the Customer cannot be traced after the goods have been held by the Company for 60 days from the date due for delivery, all goods which in the opinion of the Company cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee or for any other reason, and*
- (ii) *without notice, perishable goods which are not taken up immediately on arrival or which are insufficiently or incorrectly addressed or marked or which in the opinion of the Company would be likely to perish in the course of the carriage, storage or handling.*
- (c) *The Company shall be entitled, except insofar as has been otherwise agreed in writing, to enter into contracts on behalf of itself, owners of the Goods or the Customer and without notice to the Customer*
- (i) *for the transport, storage, packing, transshipment, loading and unloading, handling lifting or hoisting of Goods by any person at any place whether on shore or afloat and for any length of time,*
- (ii) *for the transport or storage of Goods in containers or with other goods of whatever nature,*
- (iii) *for the performance of its own obligations, and to do such acts as in the opinion of the Company may be necessary or incidental to the performance of the Company's obligations.*
- (d) (i) *The Company shall be entitled but under no obligation, to depart from the Customer's instructions in any respect if in the opinion of the Company there is good reason to do so in the Customer's interest and it shall not thereby incur any additional liability.*
- (ii) *The Company may at any time comply with the orders or recommendations given by any Authority. The responsibility of the Company in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with such orders or recommendations*
- (e) *Where the Company is acting as Agent on behalf of the Customer in arranging transportation, handling, lifting, hoisting or storage of goods and where there is a choice of rates according to the extent or degree of liability assumed by carriers, warehouse operators or others, no declaration of value, where optional, will be made except under special arrangements previously made in writing; nor shall the Company be under any liability to the Customer by reason of having entered into any contract on behalf of the Customer whereby the extent or degree of the liability assumed by a carrier, warehouse operator or other party is in any respect excluded or limited save where such contract is entered contrary to specific written instructions given by the Customer and accepted by the Company.*

- (f) *The Company shall have the liberty, with or without notice to the Customer, to:*
- (i) *use any means of transport, handling, lifting, hoisting equipment and/or storage whatsoever,*
 - (ii) *load or carry goods on any truck or vessel,*
 - (iii) *stow the goods on or under deck, whether containerised or not,*
 - (iv) *transfer the goods from one conveyance to another, including transshipping or carrying the same on a vessel other than that originally intended or advertised,*
 - (v) *unpack or remove goods that have been loaded in or on a Container, Trailer, Flat or other unit load device, at any place, and forward the same in any manner whatsoever,*
 - (vi) *proceed at any speed and by any route at their discretion, whether or not the nearest or most direct or customary or advertised route,*
 - (vii) *stay at or proceed to any place whatsoever once or more often and in any order,*
 - (viii) *load or unload the goods from any conveyance at any place,*
 - (ix) *comply with any orders or recommendations given by any Government or Authority or an official of an Insurer of the vessel or conveyance employed by the Company, who has the right or purports to have the right to give orders or directions,*
 - (x) *permit the truck or vessel to carry livestock, goods of all kinds, dangerous or otherwise, and sail armed or unarmed,*

The liberties set out above may be invoked by the Company for any purposes whatsoever, whether or not connected with the carriage of goods. Anything done in accordance with this clause or any delay arising therefrom shall be deemed to be within the contractual obligations and shall not be a deviation of whatsoever nature or degree.

8 Unit Load Device

- (a) *The Company may load goods on a Trailer or in a Container or other unit load device which may be loaded together with other goods.*
- (b) *These Conditions shall govern the responsibility of the Company in connection with or arising out of the supply of a Container, Trailer or other unit load device, to the Customer, whether supplied before or after the goods are received by the Company or delivered to the Customer or Owner.*
- (c) *If a Container, Trailer or unit load device (hereinafter referred to as the unit) has been loaded by or on behalf of the Customer, the Company shall not be liable for loss or damage to the goods.*
 - (i) *caused by the manner in which the unit has been loaded,*
 - (ii) *caused by the unsuitability of the goods for carriage in the unit,*
 - (iii) *caused by the unsuitability or defective condition of the unit provided that where the unit has been supplied by or on behalf of the Company this paragraph (iii) shall only apply if the unsuitability or defective condition arose without any want of due diligence on the part of the Company or would have been apparent on reasonable inspection by the Customer at or prior to the time when the unit was loaded.*

- (iv) *If the unit is not sealed at the commencement of the transportation except where the Company has agreed to seal the unit.*

The Customer shall defend, indemnify and hold harmless the Company against loss, damage, claim, liability or expense whatsoever arising from matters covered by (i), (ii) & (iv) above, also if the damage would have been apparent on reasonable inspection as stated in (iii).

- (d) *Where the Company is instructed to provide a Container or Trailer, in the absence of a written request to the contrary the Company is not under an obligation to supply a unit of a particular type or quality.*

9

Liability

When the company provides services to which these Conditions apply, including but not limited to acting as Principal Carrier or Depot or Road or Warehouse Operator utilising:

- (a) *owned or sub contracted vehicles for the carriage of goods or;*
- (b) *warehouses or depots for the storage of or consolidation/deconsolidation of goods,*

the Company shall only be liable to the Customer or Owner for loss or, damage if it is proved that the loss or damage occurred whilst the goods were in the actual custody and under the control of the Company and was caused by any negligence or breach of duty on the part of the Company. In no circumstance the Company shall be liable to the Customer or Owner for any consequential loss, including but not limited to delay, loss of market, loss of use, loss of profit, loss of time, loss of opportunities or loss of any kinds.

In any event the Company shall be relieved of liability for any loss, damage or delay if such loss, damage or delay and the consequences of which was caused by:

- (i) *an act or omission of the Customer, Owner or person other than the Company acting on behalf of the Customer or Owner or from whom the Company took the goods in charge.*
- (ii) *insufficiency or defective condition of the packaging or marks and/or numbers.*
- (iii) *handling, hoisting, loading, storage or unloading of the goods by the Customer or Owner or any person acting on their behalf*
- (iv) *inherent vice of the goods.*
- (v) *strike, lockout, stoppage or restraint of labour, the consequences of which the Company could not avoid by the exercise of reasonable diligence.*
- (vi) *Act of God or force majeure*
- (vii) *any cause or event which the Company could not avoid and the consequences whereof could not be prevented by reasonable diligence.*
- (viii) *compliance by the Company or its servants, agents or sub-contractors of instructions from Customers or Owner on handling of the Goods.*

The burden of proving that the loss or damage was due to one or more of the above causes or events shall rest upon the Company. When the Company establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes and events specified above, it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more

of these causes or events.

Where the Company is acting on behalf of the Customer but in any circumstance enters in to a Contract as Principal with any other person for the carriage, storage, packing or handling, lifting or hoisting of the Customer's goods, and without prejudice to exceptions and limitations contained herein the Company shall be entitled to the benefit of all exceptions and limitations of the actual carrier or person storing or handling lifting, or hoisting the goods and where such exceptions and limitations are inconsistent with those contained herein the Company shall be entitled to the benefit of those most favourable to them. The Customer shall not seek to impose on the Company greater liability than that accepted by the actual carrier or person storing or handling or hoisting the goods.

10 Limitation of Liability

Without prejudice to Clause 9 of these Conditions,

10.1 notwithstanding any negligence of the Company, its servants or agents or sub-contractors or other persons for whom the Company is responsible, the Company shall not be responsible or liable for any damage to or loss or non-delivery or mis-delivery of goods or for any delay or deviation in respect of the transportation or delivery or other handling of goods, unless it is proved that such damage, loss, non-delivery, mis-delivery, delay or deviation occurred whilst the goods were in the actual custody of the Company and under its actual control and that the damage, loss, non-delivery, mis-delivery, delay or deviation was due to the wilful neglect or wilful default of the Company or its own servants.

10.2 Notwithstanding any negligence of the Company, its servants or agents or sub-contractors or other persons for whom the Company is responsible, the Company shall not be liable for any non-compliance or mis-compliance with instructions given to it unless it is proved that such non-compliance or mis-compliance was caused by the wilful neglect or wilful default of the Company or its own servants.

10.3 Save as provided in Clause 10.1 or Clause 10.2, the Company shall be under no liability whatsoever and howsoever arising and whether in respect of or in connection with any goods or any instructions, business, advice, information or service or otherwise, and whether or not there is negligence on the part of Company, its servants or agents or sub-contractors or other persons for whom the Company is responsible.

10.4 Further and without prejudice to the generality of the preceding provisions of this Clause 10, the Company shall not in any event, whether under Clause 10.1 or Clause 10.2 or otherwise, be under any liability whatsoever for:

- a. any special, incidental, indirect, consequential or economic loss or damage (including without limitation loss of use, time, opportunities, market, profit, revenue, business or goodwill);
- b. any loss or damage or expense arising from or in any way connected with fire or consequence of fire

no matter howsoever the loss, damage and/or expenses were caused and whether or not resulting from any act or default or neglect of the Company or its servants or agents or sub-contractors or other persons for whom the Company is responsible

10.5 Save where Clause 10.6 or Clause 10.7 is applicable, no matter case whatsoever to be the cause and, howsoever it was arising, and notwithstanding any lack of explanation, liability of the Company shall in no case exceed

- a. the value of the relevant goods;
- b. 2 SDR per (gross weight) kilogram for the Goods entrusted and delivered to the Company for carriage and/or warehousing, and whatsoever services the Company rendered thereto, whichever to be the lower, provided however that the Company's total and aggregated liability to claims of any and all parties arising out of a single

event/casualty from a common cause shall in no circumstance exceed a total of: HK\$2,000,000 for all losses and damages sustained during carriage and in transportation, or HK\$4,000,000. - for all losses and damages had in storage and under custody of a warehouse.

10.6 By special arrangement agreed in writing, the Company may accept liability in excess of the limit set out in Clause 10.5 if the Customer agrees to pay and has paid the Company's additional charges and premium for accepting such increased liability. Details of the Company's additional charges will be provided upon request.

11 Notice of Loss and Time Bar

Without prejudice to Clauses 9 and 10 of these Conditions

- (a) *any claim by the Customer or Owner against the Company shall be made in writing and notified to the Company:*
 - (i) *in the case of damage to, or partial loss of, the goods within 7 days of the delivery,*
 - (ii) *in the case of non-delivery within 7 days of the date when the goods should have been delivered, and*
 - (iii) *in any other case within 7 days of the event giving rise to the claim.*
- (b) *the period of limitation for an action relating to any claim by a Customer or Owner against the Company shall be 12 months commencing*
 - (i) *in the case of damage to, or partial loss of, the goods from the date of delivery thereof,*
 - (ii) *in the case of non-delivery from the date that the goods should have been delivered, and*
 - (iii) *in any other case from the date of the event giving rise to the claim,*

provided that such date shall not be included in the period of limitation.

12 Right of Third Parties

Any person or entity who is not a party to this Standard Trading Conditions shall have no rights under the contracts (Right of Third Parties) ordinance (Cap 623 of the law of Hong Kong) to enforce any terms of this Standard Trading Conditions

13 Miscellaneous

If the Company is subject to legislation compulsorily applicable to any business undertaken, the Company shall be entitled to all the rights, immunities, exceptions and limitations conferred on the Company by virtue of such legislation, and these Conditions shall be void to the extent that they are inconsistent with such rights, immunities, exceptions and limitations, but no further.

If any provision in these Conditions is held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and any act or contract to which they apply shall be carried out as if such invalid or unenforceable provision were not contained herein.

Any notice served by post shall be deemed to have been given on the third day following the day on which it was posted to the address of the recipient which is last known to the Company.

The defences and limits of liability under these Conditions shall apply in any action against the Company whether such action be founded in contract or tort.

14 **Termination of Service**

*14.1 Unless it provides otherwise in a written contract duly signed by the Company, Contract for gaining service of the Company, particularly for service of warehousing, shall be effective and stand good for two year (“**the Initial Term**”) as from the date of first request of service received by the Company (“**the Effective Date**”), and shall be extended automatically thereafter for another two years. For earlier termination and/or discontinuance thereof, a 90 days prior and written notice to the Company is required, and all charges and/or disbursements payable and/or refundable to the Company thereunder have to be paid up in full before the Goods being moved out from the warehouse and/or delivered pursuant to the client’s request and instruction.*

14.2 Should the Customer breach the standard Trading Terms and Conditions, the Company may terminate the service being rendered at any time and at its sole discretion without prior notice to the Custom.

15 **Jurisdiction and Law**

These Conditions, and any act or Contract to which they apply, shall be governed by the Law of Special Administrative Region of Hong Kong and all disputes and/or claims arising out of or in connection with any such act or Contract shall be subject to the exclusive jurisdiction of Hong Kong International Arbitration Centre (HKIAC) to that the rules and practice of HKIAC at time of commencement of the arbitration shall be adopted and apply. However, for any and all claims of value less than HK\$1,000,000. -, the small claim procedure thereof shall apply.