

## FORWARDERS CARGO RECEIPT

1. The word "Customer" shall include the person or entity entering into a contract for ocean freight forwarding services or any related credit, brokerage, commission or other agreement ("Service Agreement") with APL Logistics Ltd or any affiliated entity acting on its behalf ("APLL"), and any shipper, consignor, consignee, holder of this Receipt or any bill of lading, owner or other person receiving, entitled to possession or having an interest in the Goods, and the servants or agents thereof, all of whom shall be jointly and severally liable to APLL for the performance of obligations under this Receipt. The word "Goods" shall include articles of every kind and description, including their packaging, containers or other shipping units or materials, tendered to APLL for consolidation and the arranging of transportation under this Receipt and described or identified on the face of this document. "Receipt" means this Forwarder's Cargo Receipt.
2. The receipt, custody, consolidation and forwarding of the Goods are governed by the provisions of this Receipt, the Service Agreement, APLL's Standard Terms & Conditions, available at <https://www.apllogistics.com/standardtradingconditions> and the provisions of any and all applicable APLL tariffs covering the performance of consolidation services by APLL, which constitute the entire agreement between Customer and APLL as to the subject matter hereof. This Receipt is not a document of title or contract of carriage.
3. APLL undertakes to receive the Goods on behalf of the Customer, hold the same as an agent and deliver or forward them to carriers or transporters in accordance with the instructions of the Customer. If at any time the method and/or route of forwarding selected by the Customer shall become impossible to perform for any reason, or if no instructions are given, APLL is authorized by the Customer and may (but is under no obligation to) use any other method available at its sole discretion and all charges and/or expenses incurred in using such method shall be for the Customer's account. APLL shall be at liberty to employ agents, subcontractors or third parties on such terms and conditions as it shall in its discretion think appropriate. If APLL acts as a carrier for any portion of the transportation, APLL shall issue its own transportation document, the terms of which shall supersede those of this Receipt to the extent in conflict with this Receipt.
4. In receiving the Goods and performing the consolidation and forwarding services covered by this Receipt, APLL is acting as agent only for the Customer, and APLL is not acting as a carrier, transporter or distributor of the Goods. From and after the delivery by APLL to a carrier or its subcontractors or agents, the Customer agrees that the sole responsibility and liability for the care, custody, carriage, routing, procedure and delivery of the Goods shall be that of said carrier and not that of APLL. APLL does not undertake that the Goods will be forwarded or transported from the place of receipt or will arrive at an intermediate or final destination by any particular date or time or to meet any particular market or in time for any particular use and shall have no liability for any damages caused by the delay or non-delivery of the Goods. In no event shall APLL be liable for punitive, exemplary special, indirect or consequential damages, including but not limited to economic loss, loss of merchantability, markets or use, loss of business or lost profits, unavailability of quotas or eligibility resulting from delay, loss or damage.
5. APLL's liability to Customer as a forwarder is limited to the greater of US\$50 in total for the Goods to which this Receipt applies, or the declared value of the Goods (as set out in Clause 8 below). APLL shall not be responsible for any defect in quality, quantity, type or any inherent vice or defect in the Goods. APLL shall be entitled, but not obligated, to open containers and inspect Goods.
6. The responsibility and liability of APLL shall be limited to loss or damage for which APLL's negligence or willful misconduct is the sole proximate cause, during that period of time in which APLL, its employees, or agents have exclusive custody of the Goods. Any claim or demand for delay, loss or damage which occurs once or after the Goods are in the custody of a carrier, other service provider or intermediary shall be only against such carrier, service provider or intermediary in whose actual custody or control the Goods may be at the time of such delay, loss or damage. The Customer acknowledges that they shall be bound by the terms and conditions of the transportation agreements of the carriers into whose custody the Goods may be forwarded, including standard terms and conditions or tariff terms, as well as terms negotiated between APLL and the carrier. In addition to the limitation of liability set forth herein, APLL shall have the benefit of any limitation of liability available to the carrier and carrier's subcontractors by law or pursuant to the terms of such carrier's transportation documents.
7. Customer must immediately report loss or damage to APLL upon delivery, or no later than within three (3) working days of delivery with respect to latent damage, and provide APLL an opportunity to inspect the Goods and investigate the circumstances surrounding the loss or damage. Claims for loss or damage must be filed with APLL in writing within nine months of the delivery of the Goods, or, in case the Goods are not delivered, when they should have been delivered. In the event that the claim is not resolved to Customer's satisfaction, Customer shall have one (1) year from the date of the delivery of the Goods, or the date such delivery should have occurred, to file an action for the loss or damage, failing which APLL shall be discharged of all liabilities in connection with such claims. Investigating, negotiating or otherwise dealing with claims by APLL or its legal advisers or representatives shall not be deemed a waiver of the foregoing provisions.
8. To secure a due proportion between the charges it earns and the amount for which it may be responsible in the event of loss or damage to the Goods, APLL has established its regular lower rates and charges for Goods with APLL's liabilities for loss or damage to the Goods limited as agreed above. Customer may, however, elect to pay an additional ad valorem charge of 6% of the true value of the Goods by declaring the true value of the Goods at or before the time of receipt by APLL, in which case the liability of APLL for loss of or damage to the Goods or for delay shall be the true value of the Goods as declared to APLL. Unless the Customer so declare the value of the Goods and pay the ad valorem charge, the Customer is deemed to have elected the regular, lower charges of APLL and to have accepted the limits on APLL's liabilities as agreed above.
9. Customer acknowledges and warrants the following: (i) that the Goods are properly freighted, identified, marked and suitably packaged for normal handling, and APLL is entitled in all respects to rely upon such warranty, (ii) Customer has provided verified weights obtained on calibrated, certified equipment of all Goods that are to be tendered to container ship lines, and that APLL is entitled to rely on the accuracy of such weights and to counter-sign or endorse Customer's certification as APLL's own certified weight to the container ship line carrying the Goods (iii) that the nature and amount of any hazardous or dangerous Goods have been packaged and/or labeled and placarded and identified in accordance with applicable regulations to APLL, carrier, and Customer at or before the time of receipt by APLL and (iv) that the Goods do not require insulated, refrigerated, ventilated or other special storage or handling not disclosed to APLL at or before the time of receipt of the goods. Customer shall defend, indemnify and hold harmless APLL in respect of any injury or death of any person, or damage to the Goods or any other property, or any expense, including fines, penalties or legal fees, caused by breach of any of the foregoing warranties. Customer acknowledges that APLL acts solely as agent on behalf of the Customer and APLL shall be under no liability whatsoever in respect of any failure by the Customer or any other party to do any act or pay any amounts due in respect of the Goods received hereunder including, but not limited to, the purchase price of such Goods, freight, storage charges, insurance premium, lighterage charges, demurrage, salvage charges or general average contributions. Customer further acknowledges that APLL is authorized to deliver the original bill of lading to the consignee shown on that bill of lading. Notwithstanding the foregoing, APLL is entitled to comply with provisions of applicable law at any location with respect to the release of Goods to any lawful owner or as directed by governmental authority.
10. Customer hereby undertakes to indemnify APLL against all loss, damage, fines penalties, and expenses of whatsoever nature in respect of any claims by carriers, warehousemen (including agents or subcontractors of APLL) or any other party for misdescription of the weight, type, packaging or quality of the Goods or for contamination by or of the Goods by contact or reaction with any other substance. Customer shall be liable, (a) for all unpaid charges to APLL and (b) to pay or indemnify APLL for all claims, fines, penalties, damages, costs or other sums which may be incurred by APLL by reason of any violation of the terms and conditions of this Receipt, the Service Agreement or any other default of the Customer. Customer shall notify APLL of any hold order issued by customs officials. APLL shall have a lien upon all Goods in respect of any amounts due to APLL from Customer as to the Goods or any prior released shipments or other outstanding contractual obligations, which lien may be enforced without notice to Customer.
11. APLL will not be required to secure-export licenses or clearances or any other government consent in respect of the import or export of the Goods.
12. Customer will comply with all applicable laws, including anti-corruption laws and applicable trade sanctions.
13. If Goods are received by APLL at a port or place in the United States of America, the laws of the United States of America and New York shall apply, and Customer or APLL may exclusively refer any claim or dispute to the United States District Court for the Southern District of New York, or the state courts located in New York City, if the United States District Court for the Southern District of New York lacks subject matter jurisdiction. Customer and APLL consent to personal jurisdiction in such New York courts. For all other Goods, insofar as anything has not been dealt with by the terms and conditions of this Receipt, Singapore law shall apply in interpreting the terms and conditions hereof. All disputes relating to this Receipt shall be determined by the courts of Singapore to the exclusion of the jurisdiction of the courts of any other country, provided always that APLL may in its absolute and sole discretion invoke or voluntarily submit to the jurisdiction of the courts of any other country which, but for the terms of this Receipt, could properly assume jurisdiction to hear and determine such disputes, but shall not constitute a waiver of the terms of this provision in any other instance. CUSTOMER AND APLL EACH WAIVE ANY RIGHT OF JURY TRIAL.
14. This Receipt may not be amended or waived in whole or any part except in writing signed by an authorized representative of APLL. The parties do not intend to provide any rights or benefits to any third party except and to the extent expressly stated herein.