

bonuship – Terms and Conditions of Service

1. Definitions and Interpretations

1.1 Unless the context otherwise requires, the following terms shall have the meanings set out below:-

“bonuship” means SF Supply Chain (Hong Kong) Limited trading as bonuship, a private company limited by shares incorporated in Hong Kong with CR No.20066 and registered office at 25th Floor, Goodman Interlink, 39 Tsing Yi Road, Tsing Yi, New Territories, Hong Kong;

“Business Day” means any day other than a Saturday, Sunday or public holiday in Hong Kong;

“Business Hours” means 9:00 a.m. to 5:00 p.m. on any Business Day;

“Characteristics” means the key operating parameters as set forth in the Service Order;

“Commencement Date” means the commencement date as set forth in the Service Order;

“Confidential Information” means any and all information about a Party’s business affairs, financial situations, goods, services, forecasts, business plans, operations, processes, methodologies, materials comprising or relating to Intellectual Property Rights, trade secrets, strategies, know-how, clients, suppliers, and other sensitive, competitive, or proprietary information, as well as the terms of the Service Order, whether orally, written, by demonstration, or otherwise, in electronic or other form or media, and, whether or not marked, designated, or otherwise identified as “confidential”. Notwithstanding the foregoing, Confidential Information does not include information that, at the time of disclosure:-

- (a) is or becomes generally available to and known by the public other than resulting, directly or indirectly, from any breach of the confidentiality obligation set forth in the Service Order and these terms and conditions by the Receiving Party or any of its representatives;
- (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that the relevant third party is not and was not prohibited from disclosing the Confidential Information;
- (c) was known by or in the possession of the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party;
- (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Confidential Information; or
- (e) must be disclosed under applicable law;

“Consignee” means the person to whom Customer instructs bonuship to deliver a Consignment;

“Consignment” means any consignment of Products that are the subject of a Delivery Instruction;

“Contract Year” means each period of 12 months commencing on the Commencement Date or its anniversary (as the case may be);

“Customer” means the person, firm or company so described in the Service Order;

“Dangerous Goods” means goods that are of a type that are or may become poisonous, corrosive, flammable, volatile, explosive or radioactive, including without limitation those classified as hazardous or dangerous substances or prohibited or restricted articles by applicable laws and regulations or international logistics industry codes from time to time in force as well as goods that are in bonuship’s reasonable opinion likely to cause harm to persons, property or the environment;

“Delivery” means the transfer of physical possession of a Consignment to the Consignee or to the Consignee’s order;

“Delivery Instruction” means a written instruction from Customer to bonuship to deliver Products to a Consignee;

“Disclosing Party” means the Party disclosing or otherwise making available Confidential Information to the Receiving Party;

“Fees” means the sums payable for the Services as set out in the Service Order;

“Force Majeure Event” means any circumstances not within a Party’s reasonable control, including but not limited to:-

- (a) acts of God, flood, drought, earthquake, severe weather conditions or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of Sanctions, embargo, national emergency, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law, order, rule or regulation of or any action taken by any governmental or public authority, including (without limitation) imposing an export or import restriction, quota, prohibition, or failing to grant a necessary license or consent;
- (f) collapse of buildings, fire, explosion or accidents;
- (g) robbery or hijack;
- (h) any labour or trade dispute, lock-outs, strikes and other industrial actions (in each case, whether or not relating to that Party’s workforce); and
- (i) interruption or failure of utility service;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Insolvency Event” means in respect of either Party:-

- (a) other than for the sole purpose of a bona fide solvent reconstruction or amalgamation, the filing of a petition, the giving of a notice, the passing of a resolution, or the making of an order for or in connection with the winding up or dissolution of such Party;
- (b) the making of an application or an order for the appointment of an administrator, or the giving of a notice of intention to appoint an administrator or the appointment of an administrator over such Party;
- (c) the appointment of a receiver or administrative receiver over all or any of the assets of such Party;
- (d) a creditor or an encumbrancer attaching or taking possession of, or the levying of a distress, execution, sequestration or other similar process on, the whole or any part of such Party’s undertaking, assets, rights or revenue;
- (e) other than for the sole purpose of a bona fide solvent reconstruction or amalgamation, such Party commencing negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or making a proposal for or entering into any arrangement or compromise with any of its creditors; or
- (f) such Party being unable to pay its debts, or being capable of being deemed unable to pay its debts.

“Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Losses” means claims (meritorious or not), demands, liabilities, losses, damage, costs and expenses (including but not limited to legal costs and expenses), interests, fines and penalties suffered or incurred by bonuship (including its affiliates, employees, servants, agents, representatives, subcontractors, insurers and re-insurers);

“Montreal Convention” means the Convention for the Unification of Certain Rules for International Carriage by Air done at Montreal on 28 May 1999;

“Minimum Volume” means the minimum volume of Services for the period(s) as set out in the Service Order;

“Owner” means the person who owns or is entitled to possession of the Products;

“Party” means either bonuship or Customer and **“Parties”** means both of bonuship and Customer;

“Products” means Customer’s goods and/or products tendered to bonuship for handling under the Service Order;

“Receiving Party” means the Party receiving Confidential Information;

“Sanctions” means any sanction, prohibition or penalty (or any risk of sanction, prohibition or penalty) whatsoever imposed by any state, country, international governmental organization or other relevant authority;

“SDR” means the unit of account used by the International Monetary Fund and known as Special Drawing Right;

“Service Order” means the relevant service order made between the Parties which these terms and conditions shall apply thereto so that such service order together with these terms and conditions form a contract for the Services contemplated by such service order;

“Services” means the services as set forth in the Service Order;

“Storage Request” means Customer’s written request for a shipment of Products to be handled by bonuship;

“Warehouse” means bonuship’s facility as set out in the Service Order or such other facility as bonuship may at its sole and absolute discretion from time to time deem fit; and

“Warsaw Convention” means the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw on 12 October 1929 as modified by the Protocol to amend the Warsaw Convention signed at The Hague on 28 September 1955.

- 1.2 Headings are inserted for convenience only and shall not affect the interpretation of these terms and conditions and the Service Order.
- 1.3 References to laws or regulations shall be construed as references to those provisions as respectively amended or varied from time to time and any laws or regulations made pursuant to such laws or regulations, and reference to the Service Order or any contract shall be construed as including the relevant contract as it may be amended, varied or novated.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa, and a reference to one gender shall include a reference to other genders.
- 1.5 A reference to writing or written includes any mode of representing or reproducing words in tangible and permanently visible form, and includes email.
- 1.6 No rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it.

1.7 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Services

bonuship shall provide the Services to Customer in accordance with the Service Order. bonuship is not and does not contract as a common carrier. Any change in the scope and/or volume of Services shall be made only upon the Parties' mutual agreement in writing.

3. Minimum Purchase Obligation

Customer shall purchase at least the Minimum Volume. Except to the extent that Customer's failure to purchase the Minimum Volume is mainly attributable to bonuship's default or refusal of a Storage Request or a Force Majeure Event, if Customer purchases less than the Minimum Volume, bonuship may charge Customer for any shortfall between the Fees for the Minimum Volume in the relevant period and the Fees for the Services purchased by Customer in that period.

4. Storage Requests

4.1 Before tendering a shipment of Products to bonuship for handling, Customer shall complete and send to bonuship a Storage Request detailing the type and volume of Products forming the shipment that it wishes bonuship to handle. Within seven (7) Business Days of receipt the Storage Request, bonuship shall confirm in writing whether it is prepared to accept such Storage Request. As soon as practicable after receiving bonuship's confirmation that it is prepared to accept the relevant Storage Request, Customer shall tender the Products to bonuship.

4.2 bonuship shall visually inspect the external packaging of the Products as soon as practicable following its receipt of the same to check if such Products comply with the relevant Storage Request and shall upon verification issue a written confirmation of receipt of the same. Should there be any deviation, bonuship shall report the same to Customer as soon as practicable.

5. Delivery

5.1 Upon acceptance by itself or a person authorized to do so on its behalf of an order for delivery of Products to a Consignee, Customer shall issue a Delivery Instruction which shall contain (a) the name and address of the Consignee; (b) the proposed delivery date; (c) particulars of Products to be delivered; and (d) any special requirements. bonuship shall acknowledge receipt of the Delivery Instruction as soon as reasonably practicable and raise any concerns regarding the Delivery Instruction with Customer at the same time.

5.2 bonuship shall pick the Products for despatch to the Consignee from the stock of Products located at the Warehouse from time to time, pack each Consignment neatly and then arrange for the carriage of the same to the Consignee. The Consignment shall be delivered to the Consignee's address specified by Customer but not necessarily to the named Consignee personally. Customer agrees to all routing and diversion, including the possibility that the Consignment may be carried via intermediate stopping places. Receipt by the Consignee or its representative without complaint shall constitute prima facie evidence that the Consignment was delivered in good condition.

5.3 If the Consignee or its representative fails to take Delivery of a Consignment, bonuship shall then seek further instructions from Customer and at Customer's expenses comply with those instructions where reasonable to do so. Where bonuship continues to be unable to deliver the Consignment as instructed and is unable to obtain further instructions from Customer within seven (7) days, bonuship may at its discretion, without liability and at Customer's expenses release, sell, destroy or otherwise dispose of such Consignment, provided that bonuship has made reasonable efforts to return such Consignment at Customer's expense or if applicable laws prohibit or prevent the return of such Consignment.

6. bonuship's General Obligations

6.1 bonuship shall (a) provide the Services with reasonable skill and care; (b) store the Products in its possession such that they remain readily identifiable as Customer's property; and (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Products without prior agreement with Customer. Subject to the above, bonuship may use such method for the handling of the Products as it considers appropriate or as otherwise mutually agreed in writing, and shall have a discretion as to where in the Warehouse it shall store the Products and it may move the Products from one part of the Warehouse to another part of the Warehouse without notice to Customer.

6.2 bonuship shall have no obligation to handle any Dangerous Goods unless its prior written consent has been obtained by Customer. In the event of Customer's failure to obtain bonuship's prior written consent and the Products are found to be Dangerous Goods, bonuship may at its sole and absolute discretion, without liability and at Customer's costs and expenses destroy or otherwise dispose of such Products. Customer shall fully indemnify bonuship against all Losses arising out of Dangerous Goods being tendered for handling by bonuship whether or not Customer was aware of the nature of such goods.

7. Customer's Responsibilities

Customer shall (a) co-operate with bonuship and all relevant authorities in all matters relating to the Services; (b) timely provide all documents and information reasonably requested by bonuship so as to enable it to provide the Services; (c) provide details of any special precautions for storage, handling and carriage of the Products required by the nature, weight or condition of the Products or by any applicable laws; (d) act at all times in compliance with applicable laws; and (e) procure that the Consignee or its representative accepts Delivery in accordance with the Delivery Instruction.

8. Customer's Representations and Warranties

8.1 Customer represents and warrants on an ongoing basis that (a) none of the Products (i) will constitute Dangerous Goods (unless prior written consent of bonuship has been obtained by Customer); (ii) will contain counterfeit goods, animals, bullion, currency, gem stones, precious metals, weapons, explosive or ammunition, human remains, obscene or pornographic articles, or illegal items (such as, without limitation, ivory or narcotics); (iii) will be, or will be susceptible of being or considered offensive to the culture of any of the relevant territories or require special clearance through censorship boards or other competent authorities; (iv) would contravene all applicable laws and regulations; (v) would infringe any Intellectual Property Rights of any third parties; and (vi) are subject to import or export control under applicable laws; (b) it is either the Owner or is authorised by the Owner to deal with the Products, and it has free and unencumbered right to authorise and allow bonuship to handle the Products in accordance with the Service Order; (c) full and correct particulars and an accurate description of the Products have been given, and the information given therein is complete, accurate and correct; (d) the Products are properly and sufficiently packed, labelled, marked and stowed (containers packed by Customer or any third party other than bonuship); and (e) save as expressly set out in the Service Order, there are no special requirements for handling the Products (whether as to temperature, humidity or otherwise) and accordingly bonuship shall have no liability in the event of any deterioration, loss or damage to the Products arising from any such requirement not so set out.

8.2 Customer shall indemnify and keep bonuship (including its directors, employees, agents, contractors, subcontractors and consultants) indemnified against any and all Losses arising out of or in connection with (a) any errors or misrepresentations made by Customer, or breach of any of the Customer's representations and warranties; (b) the state and condition of returned Products and/or Consignments collected or stored by bonuship and all costs associated with Customer's recall of Products and/or Consignments; (c) the inherent nature of the Products or any defect in or of the Products (whether or not discoverable or discovered, ascertainable or ascertained at the time of receipt or delivery by bonuship or at the time of sale or any other time in the future); (d) all duties, taxes, levies, fines, surcharges, penalties and other outlays imposed by any authority in relation to the Products and/or Consignments arising out of bonuship acting in accordance with Customer's instructions or from breach by Customer of any representations and warranties or from Customer's negligence; (e) any loss injury or damage to any person or property which results from any defects, technical failure or malfunction or inherent state or condition of the Products howsoever caused; and (f) any claim by a third party arising out of bonuship's performance of the Services to the extent bonuship is not liable to Customer under the Service Order.

9. Charges, Invoicing and Payment

9.1 In consideration of the provision of the Services by bonuship, Customer shall pay the Fees. The Fees for international air transportation services are calculated according to the higher of actual or volumetric weight per piece and any piece may be re-weighted and re-measured to confirm such calculation. The Fees are based on the Characteristics and if at any time any Characteristic varies to such a degree that bonuship in good faith believes that Fees adjustments are equitable, the Fees shall be adjusted immediately to reflect the variation. Without prejudice to the aforesaid, the Fees will be valid for the validity period(s) set out in the Service Order and the Parties shall review the Fees prior to the end of the relevant validity period. In the event the Parties fail to agree on the new proposed rates before the end of the relevant validity period, either Party may terminate the Service Order by giving one (1) month's prior notice in writing to the other Party. The then current rates will continue to apply during such notice period. Where the fee for any service rendered by bonuship is not expressly provided in the Service Order, bonuship shall be entitled to invoice Customer for its reasonable fees in respect of that service.

9.2 All Fees are exclusive of value added tax and any other taxes, duties, clearance-related charges and surcharges which shall be invoiced to and payable by Customer. If there is a change in any applicable laws or requirement of any government or relevant authority or a Force Majeure Event that, in bonuship's opinion, materially affects its ability to provide the Services at the Fees, bonuship shall be entitled to vary the Fees to take into account of that change.

9.3 bonuship shall invoice Customer on a weekly basis. Customer shall pay undisputed amounts on each invoice without deduction, restriction, condition or set-off within seven (7) days from the date of the relevant invoice. In the event of dispute by Customer in relation to a particular invoice, Customer shall inform bonuship in writing within three (3) days from its receipt of that invoice, failing which Customer shall be deemed to have accepted that invoice. In case of non-payment or late payment by Customer of any outstanding undisputed amounts, bonuship shall be entitled to apply all or part of the security deposit towards payment of such outstanding undisputed amount, suspend any or all of the Services, require Customer to make advance payment of all Fees prior to the provision of any further Services, exercise a particular lien as well as a general lien on the Products being handled by bonuship and as agent of Customer and at Customer's expense and risk sell or otherwise dispose so much of the Products as required to satisfy any amounts overdue to bonuship from Customer inclusive of costs and expenses incurred in the aforesaid sale or disposal without notice, charge interest at the annual rate of 2% above the Hong Kong Dollar best lending rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time on all overdue amounts from due date until payment, terminate the Service Order; and/or exercise such other right or remedy in respect of any such outstanding amount.

10. Credit Limit

bonuship may extend to Customer a credit limit in an amount as bonuship may from time to time determine at its absolute discretion. bonuship shall be at liberty at any time at its sole and absolute discretion to review, increase, reduce, vary, suspend, cancel and/or terminate such credit limit without any prior notice to Customer. If such credit limit is exceeded, Customer shall as a condition precedent to the continuation of the Service

Order pay to bonuship the excess within seven (7) days from bonuship's notice. In case Customer shall fail to do so, bonuship shall be entitled to apply all or part of the security deposit towards payment of such excess, suspend any or all of Services without further notice, require Customer to make advance payment of all Fees prior to the provision of any further Services and/or terminate the Service Order.

11. Deposit

- 11.1 Upon signing of the Service Order, Customer must pay to and deposit with bonuship a sum in an amount as bonuship may from time to time determine as security for Customer's due observance and performance of its obligations under the Service Order. Such security deposit shall be retained by bonuship throughout the term of the Service Order for bonuship's benefit and free of any interest to Customer. For the avoidance of doubt, bonuship does not hold the security deposit in trust for any party. In no event shall Customer be entitled to treat payment of the security deposit as payment of any amount payable by it to bonuship under the Service Order. The security deposit is not transferrable.
- 11.2 In case the security deposit or any part thereof has been applied by bonuship towards payment of any outstanding sum payable by Customer under the Service Order, Customer shall as a condition precedent to the continuation of the Service Order deposit with bonuship the amount by which such security deposit may have been reduced within seven (7) days from bonuship's notice, and if Customer shall fail to do so, bonuship shall be entitled to suspend any or all of the Services without further notice, require Customer to make advance payment of all Fees prior to the provision of any further Services and/or terminate the Service Order.
- 11.3 Provided that there is no antecedent breach of Customer's obligations under the Service Order, subject to Clause 11.4 below, bonuship shall refund the security deposit to Customer without interest within thirty (30) days after the expiration or termination of the Service Order or settlement of any outstanding payment due and owed by Customer, whichever is the later.
- 11.4 In case the total Fees paid and payable by Customer for the entire term of the Service Order is less than 10% of the amount of the security deposit held by bonuship at the time of expiration or termination of the Service Order, bonuship shall charge Customer a handling fee equivalent to 5% of the amount of the security deposit held by bonuship at the time of expiration or termination of the Service Order and deduct the same upon refund of the security deposit to Customer.

12. Title, Risk and Insurance

Title to all Products while in bonuship's custody, care and possession shall as between bonuship and Customer remain with Customer. The Products shall be and remain at the risk of Customer or Owner. bonuship shall not insure the Products for the benefit of Customer or Owner. Customer is to insure the Products and give bonuship the benefit of that insurance through a complete waiver of subrogation. Title to and ownership in any and all damaged Products shall be transferred free from encumbrances to bonuship upon the payment of compensation to Customer in accordance with the terms of the Service Order and bonuship shall have the unencumbered right to the salvage value of such Products.

13. Liability

- 13.1 bonuship shall only be liable for any claim for loss or damage caused by its negligence or wilful default, provided always that bonuship shall in no event be liable for any damage or loss caused by delay. bonuship does not have special knowledge of the Products and as such, it shall in no event be held liable for any defects, technical failure or malfunction of the Products howsoever caused.
- 13.2 In the case of warehousing services, for each and every Contract Year, bonuship shall be entitled to the benefit of a stock loss tolerance as set out in the Service Order which must be exceeded prior to bonuship being liable for any loss of and/or damage to Products in relation to warehousing services, but in no case shall bonuship be liable to Customer in respect of loss of Products resulted from entries made in the stock records by Customer unless those entries shall have originated from bonuship or been agreed and verified by bonuship, nor shall bonuship be liable for any shortfall in or damage to any Products contained in sealed containers or delivered on a drop and drive basis (where a complete stock check does not take place on delivery). For the avoidance of doubt, positive variances in Product value in stock shall be offset against negative variances in value during the Contract Year.
- 13.3 For the purpose of this Clause 13, the value of the relevant Products shall be the lesser of the net invoice price (excluding value added tax or equivalent or similar tax or duty) to Customer or the manufacturing cost (excluding value added tax or equivalent or similar tax or duty) incurred by Customer for such Products (as the case may be), or in the case of damaged Products, the reduction in value of such Products. In the event of damage to the external packaging of the Products, bonuship's liability shall be limited to the costs of such external packaging materials.
- 13.4 Notwithstanding any other provision in the Service Order, bonuship's liability (a) for loss of and/or damage to Products in relation to warehousing services, shall, subject to the above Clause 13.2, be limited to the value of the Products lost or damaged and capped at the limits as set out in the Service Order; (b) for loss of and/or damage to Consignments in relation to local transportation services in Hong Kong and/or Macau, shall be limited to the lesser of the value of the Consignment lost or damaged, or HK\$10 per kilogram, and capped at the limits as set out in the Service Order; (c) for loss of and/or damage to Consignments in relation to international air transportation services (including ancillary road transport or stops en route), shall be limited (i) in respect of international mailing services, to the lesser of the value of Consignment lost or damaged, or 4.50 SDRs per kilogram, capped at 40 SDRs per Consignment; or (ii) in respect of international express services, by the Montreal Convention or the Warsaw Convention as applicable, or in the absence of such Convention, to the lesser of the value of Consignment lost or damaged, or 22 SDRs per kilogram; and (d) in any other case and under

any other circumstances, is capped at the limit as set out in the Service Order.

- 13.5 bonuship shall in no case be liable for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of market, loss of or damage to goodwill or reputation, loss of use or corruption of software, data or information, third party claims, incidental or special damage, or indirect or consequential loss of any kind.
- 13.6 All of the exclusions and limitations contained in the Service Order shall apply to every liability arising thereunder or in connection therewith, including liability in contract, tort (including negligence), equity, restitution or otherwise.
- 13.7 Any notification of claim for damages shall be made by Customer in writing to bonuship within seven (7) days of the event giving rise to the claim and legal proceedings brought within nine (9) calendar months of the date of the event giving rise to the claim, failing which bonuship shall be discharged of all liability whatsoever howsoever arising. The notice must identify the event and the grounds for the claim in reasonable detail. Claims for loss of and/or damage to Consignments in relation to transportation services are limited to one claim per Consignment, settlement of which will be full and final settlement for all loss or damage in connection therewith.

14. Termination

Without affecting any other rights and remedies available to it, either Party may terminate the Service Order at any time with cause immediately by giving written notice to the other Party in the event the other Party (a) commits a remediable material or persistent breach or default of any material provision of the Service Order and fails to remedy the same within a reasonable time upon receipt of written notice of breach or default; or (b) commits an irremediable material or persistent breach or default of any material provision of the Service Order; or (c) suffers an Insolvency Event; or (d) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15. Consequences of Expiry or Termination

- 15.1 Upon expiry or on the effective date of termination of the Service Order for any reason, Customer shall forthwith pay bonuship (a) the amounts owed to bonuship under the Service Order until the date of such expiry or termination; and (b) the costs of terminating all dedicated personnel who are engaged in performing the Services until the expiry or termination date and made redundant as a result of such expiry or termination (and for the avoidance of doubts such costs shall be limited to the period in provision of the Services under the Service Order only), costs of dedicated assets and resources to the extent not depreciated or amortized, lease commitment costs as well as Warehouse reinstatement and dismantling costs as well as reasonable costs and expenses that bonuship would continue to incur during the period of transition or winding down of operation as well as after the expiry or termination date as a result of commitments made by bonuship prior to such date.
- 15.2 By the expiry or termination date of the Service Order, Customer shall at its costs and expenses remove or procure the removal of the Products still in storage at the Warehouse. If Customer fails to do so, bonuship may, without prejudice to its other rights and remedies, give notice in writing to Customer of its intention to sell or otherwise dispose of such Products if the same is not removed within seven (7) Business Days from the date of the notice. On the expiry of such period, bonuship shall be entitled to sell or otherwise dispose of all or some of the Products which have not been removed as agent of Customer and at Customer's expenses and risk, and shall remit the proceeds of sale or disposal of such Products to Customer after deduction of all amounts due to bonuship from Customer and the expenses incurred by bonuship for the sale or disposal of the Products. bonuship shall not be liable for the price obtained for the sale or disposal of the Products.
- 15.3 Termination or expiry of the Service Order howsoever arising shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry. Any provisions of the Service Order that expressly or by implication are intended to come into or continue in force on or after termination or expiry shall remain in full force and effect.

16. Intellectual Property

Each Party acknowledges that all rights, title and interest in and to the other's Intellectual Property Rights belong to the other Party. Nothing in the Service Order shall give a Party any interest in the goodwill, reputation or otherwise relating to the other's Intellectual Property Rights. Each Party shall at all times refrain from doing any act that may prejudice the validity of or infringe the other's Intellectual Property Rights.

17. Force Majeure

If a Party is prevented, hindered or delayed in or from performing any of its obligations under the Service Order by a Force Majeure Event, it shall not be in breach of the Service Order or otherwise liable for any such failure or delay in the performance of such obligations, provided that it shall (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Service Order; and (b) use all commercially reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. The time for performance of such obligations shall be extended accordingly. Notwithstanding the above provisions, Customer shall not be relieved of any obligation to make payment of any sum due and payable under the Service Order to bonuship.

18. Confidentiality and Data Protection

- 18.1 The Receiving Party shall for five (5) years from receipt of the Disclosing Party's Confidential Information (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same

degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under the Service Order; and (c) not disclose any of the Disclosing Party's Confidential Information to any third party, except (i) to the Receiving Party's representatives who have a need to know such Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Service Order; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

18.2 All Confidential Information disclosed or made available by the Disclosing Party to the Receiving Party shall remain the exclusive property of the Disclosing Party or the third party that owns it. On the expiration or earlier termination of the Service Order, or at the Disclosing Party's written request, the Receiving Party and its representatives shall promptly return or destroy all Confidential Information of the Disclosing Party (including copies) and all documents and tangible materials that contain, reflect, incorporate or are based on such Confidential Information.

18.3 The Parties shall comply with all applicable requirements of the Personal Data (Privacy) Ordinance (Cap.486 of the laws of Hong Kong). In the event any information submitted by Customer to bonuship contains personal data that is subject to protection of applicable privacy and data protection laws and regulations, bonuship shall limit the use, disclosure and processing of the personal data to such extent as is reasonably required to effect performance of the Services, manage and administer Customer's account(s) with bonuship and for such other purposes as may be required by law, including, communicating the same to customs authorities. Customer warrants that all personal data provided to bonuship has been fairly and lawfully obtained and Customer has authority to disclose such personal data to bonuship for the purposes mentioned above. Customer shall fully indemnify and hold bonuship harmless for any and all Losses as a result of such breach howsoever arising.

19. Assignment and Sub-Contracting

Neither Party shall assign or transfer the Service Order to any third party without the prior written consent of the other. bonuship may sub-contract the performance of any or all of the Services but shall remain responsible for the performance of the Services by such subcontractor acting in the course of its duties as such. bonuship's subcontractors shall be entitled to the benefit of the Service Order and shall have no liability to Customer in respect of the Services separately from that of bonuship under the Service Order.

20. Sanctions

20.1 Customer warrants that neither the receipt, handling nor transportation of the Products and/or Consignments will expose bonuship or its employees, servants, agents, subcontractors, insurers or reinsurers to any Sanctions by reason of the Products, the contents of the Consignment, any insurance of the Products and/or Consignments taken out by Customer or any other person with an interest in the Products and/or Consignments, the destination of the Consignment, the Consignee, or the purchaser or end user of the Products and/or the contents of the Consignments. Customer warrants in particular that (a) the Products and/or the Consignments shall not include any goods which appear on applicable list of prohibited goods as shall be determined from time to time by the United States of America, the United Nations, the European Union, the country of origin, country of destination and any transit countries; (b) delivery of the Consignment will not, in and of itself, contravene any of the prohibitions set forth from time to time by the United States of America, the United Nations, the European Union, the country of origin, country of destination and any transit countries; and (c) delivery of the Consignment will not, in and of itself, result in any funds or economic resources being made available directly or indirectly to or for the benefit of any person, entity or body which is listed or designated in any Sanctions or legislation covering denied parties as set forth from time to time by the United States of America, the United Nations, the European Union, the country of origin, country of destination or any transit countries. Customer agrees to provide bonuship immediately upon request with full information about the nature of the Products and/or Consignments and their intended use, as well as identities of all parties which have any legal, financial or commercial interest therein.

20.2 bonuship is entitled to inspect the Products and/or Consignments and, in particular, is entitled to access any data or information contained in any electronic storage medium and bonuship shall not be responsible for any delay or damage caused as a result of that inspection. Where data or information is protected by a password, details of that password shall be provided to bonuship by Customer upon request.

20.3 Customer shall indemnify bonuship against any and all Losses as well as exposure of bonuship, its employees, servants, agents, subcontractors, insurers or reinsurers to any Sanctions arising or resulting from any non-declaration or illegal, inaccurate and/or inadequate declaration in respect of the Products and/or the Consignment by Customer or from any other cause in connection with the Products and/or Consignments for which bonuship is not responsible.

20.4 If it appears in the reasonable judgment of bonuship that the Products and/or Consignments (or any activities required in respect of the Products and/or Consignments by bonuship or any other person) may expose bonuship or its employees, servants, agents, subcontractors, insurers or reinsurers to any breach of Sanctions or risk of breach of Sanctions, then (a) bonuship may refuse to handle the Products and/or Consignments or alternatively bonuship may without notice to Customer (but as its agent only) take any measures and/or incur any additional expenses to handle the Products and/or Consignments, abandon the Products and/or Consignments and/or store the Products and/or Consignments at any place, which abandonment or storage shall be deemed to constitute due performance by bonuship of all of its obligations in respect of that Products and/or Consignments; (b) Customer shall indemnify bonuship against any additional expenses so incurred as well as any and all claims whatsoever brought by any third party in respect of the Products and/or Consignments; and (c) bonuship may without notice to

Customer provide any state, country, international governmental organization or other relevant authority with full information about the Products and/or Consignments, including the identities of all parties which have any legal, financial or commercial interest therein.

21. Notice

Any notice or other communication to be given under or in connection with the Service Order shall be in English and in writing addressed to the intended recipient at the address shown in the Service Order or the address last notified by the intended recipient to the sender, and shall be delivered personally, or sent by prepaid post or email. Any such notice or other communication shall be deemed to have been received (a) if delivered personally, at the time of delivery to or left at the address of the recipient shown above or at the address last notified by the recipient to the sender; (b) if sent by prepaid posted to address in Hong Kong, at 10:00 am on the second Business Day after the day of posting; (c) if sent by prepaid post to non-Hong Kong address, at 10:00 am (local time of the recipient) on the seventh Business Day after the day of posting; (d) if sent by email, at the time of transmission, or, if this time falls outside Business Hours, when Business Hours resume, unless the sender receives a message indicating failed delivery.

22. Miscellaneous Provisions

22.1 If any provision of the Service Order is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, the Service Order shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision; and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.

22.2 Nothing in the Service Order is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other.

22.3 A failure or delay by a Party in exercising any right, or remedy provided under the Service Order or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Service Order or by law shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under the Service Order or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

22.4 The Service Order constitutes the entire agreement of the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter thereof. Each Party shall have no remedies in respect of any promises, assurances, warranties, representations, statements or understandings that are not set out in the Service Order. No variation of the Service Order shall be effective unless it is in writing and signed by the Parties.

22.5 No person other than a party to the Service Order will have any right to enforce or enjoy the benefit of any term of the Service Order under the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the laws of Hong Kong).

22.6 The Service Order may be executed in any number of identical counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall altogether constitute one agreement. Transmission of an executed counterpart of the Service Order (but for the avoidance of doubt not just a signature page) by email (in pdf, jpeg or other agreed format) shall take effect as delivery of an executed counterpart of the Service Order. If such method of delivery is adopted, without prejudice to the validity of the Service Order thus made, each Party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.

22.7 Neither Party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of the Service Order, the wider transactions contemplated by it, or the relationship between the Parties, without the prior written consent of the other, except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

22.8 The Service Order and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Hong Kong. Both Parties irrevocably agree that the courts of Hong Kong shall have exclusive jurisdiction to settle any matter arising out of or in connection with the Service Order or its subject matter or formation.