

General Terms and Conditions of EurAsia

1. Definitions

“Carrier” means Blue Anchor Line, Division of Transpac Container System Ltd., Manhattan Place, 23 Wang Tai Road Kowloon Bay, Kowloon, Hong Kong, People’s Republic of China.

“Carrier Agent” includes, but is not limited to, the legal entities of the Kühne + Nagel group, which arranged the carriage and/or issued the Consignment Note.

“CIM Uniform Rules” means the Uniform Rules concerning the Contract of International Carriage of Goods by Rail, Appendix B, to the Convention concerning International Carriage by Rail (COTIF) as of 9th May 1980 in the version of the Protocol of Modification of 3rd June 1999 and applicable with effect from 1 July 2006.

“Consignment Note” means Bill of Lading as well as Waybill, both for rail.

“Container” means includes any Container, including but not limited to open top Containers, trailer, transportable tank, platform, lift van, flat, pallet or any similar article of transport used to consolidate Goods and any ancillary equipment.

“Freight” means freight, demurrage, detention costs and all expenses and monetary obligations, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the Merchant.

“Goods” the whole or any part of the cargo received by the Carrier from the Merchant and includes any packing and any equipment or Container not supplied by or on behalf of the Carrier, but excludes any Container supplied by or on behalf of the Carrier.

“Items” means all applicable trade control and embargo requirements including, but not limited to, restricted party screening, export, customs, import and in-country activities, in respect of the Merchant items such as but not limited to products and technology.

“Merchant” means the Consignor, Shipper and other persons named in this Consignment Note as consignee and notify party, the receiver of the Goods and the person entitled to receive the Goods on notification by the Merchant, the Holder of this Consignment Note, any person owning or lawfully entitled to the possession of the Goods or this Consignment Note, the person on whose account the Goods are handed to the Carrier, any Person acting on behalf of any of the above mentioned persons, including agents, servants and Subcontractors.

“National Law” means the law of the state in which the person entitled, asserts his rights, including the rules relating to conflict of laws and applicable conventions and treaties regarding the international transportation of Goods by sea, road and air.

“SMGS Uniform Rules” means the Agreement on International Railway Freight Communications as of 1st November 1951, with amendments and supplements as of 1st July 2016.

“T/C Eurasia” means these Blue Anchor Line General Terms and Conditions Eurasia.

2. Precedence and Validity

2.1 Notwithstanding any clause to the contrary, the carriage shall be subject, if applicable, to international mandatory conventions, such as CIM Uniform Rules or SMGS, or mandatory rules of National Law. This TC Eurasia exclusively amend these provisions for the international carriage of Goods between Europe and Asia by rail, including sea and rail as well as with inland waterway traffic. If neither the CIM Uniform Rules nor the SMGS mandatorily apply, then, for the Carrier, the most favorable provisions of the aforementioned conventions, including this TC Eurasia, shall apply accordingly. In this case, the lack of particulars of the Consignment Note does not affect its evidential value for the conclusion and the conditions of the contract of carriage the goods as well as their taking over. Other general terms and conditions or other pre-formulated contract terms do not apply, even if they simply contain additional provisions to this T/C Eurasia.

2.2 Other general terms and conditions or other pre-formulated contract terms do not apply, even if they simply contain additional provisions to this T/C Eurasia. The total or partial nullity or inapplicability of one or more of the provisions of T/C Eurasia shall not affect the validity of the other provisions. In place of the null or inapplicable provisions, the parties to the contract shall agree on provisions the meaning and purpose of which are as close as possible to those of the null or inapplicable provisions.

3. Contracting Parties

- 3.1 By accepting this Consignment Note, the Merchant confirms and agrees that the Carrier Agents act as the Carrier's Agent only and that the Merchant has no claims against the Carrier's Agent for any claims out of the Carriage.
- 3.2 The Carrier must certify the taking over of the Goods on the duplicate of the Consignment Note in an appropriate manner and return the duplicate to the Merchant.

4. Consignment Note

- 4.1 The Consignment Note shall be a prima facie evidence only of the Carrier taking the Goods described in the Consignment Note under its control, provided that and only to the extent the Carrier had reasonable means of checking the Goods.
- 4.2 The Merchant shall be responsible for all costs, loss or damage sustained by the Carrier by reason of the entries made by the Merchant in the Consignment Note being irregular, incorrect, and incomplete or made elsewhere.
- 4.3 If, at the request of the Merchant, the Carrier makes entries on the Consignment Note, the Carrier shall be deemed, unless the contrary is proved, to have done so on behalf of the Merchant.
- 4.4 The Consignment Note including its duplicate may be made out in the form of electronic records.

5. Completion of administrative formalities

- 5.1 With a view to the completion of the formalities required by customs and other administrative authorities, to be completed before delivery of the Goods, the Merchant must attach the necessary documents to the Consignment Note and furnish them with the requisite information. The accompanying documents may be made out in the form of electronic records.
- 5.2 The Carrier or Carrier's Agent shall not be obliged to check whether these documents and this information are correct and sufficient. The Merchant shall remain liable to the Carrier for any loss or damage resulting from the absence or insufficiency of, or any irregularity in, such documents, save in the case of fault by the Carrier.
- 5.3 The Carrier shall be liable for any consequences arising from the loss or misuse of the documents referred to in the Consignment Note and accompanying it, unless the loss of the documents or the loss or damage caused by the misuse of the documents has been caused by circumstances which the Carrier could not avoid and the consequences of which he was unable to prevent. Nevertheless any compensation payable shall not exceed that provided for in the event of loss of the Goods.

6. Packing, loading and unloading of the Goods

- 6.1 The Merchant shall be liable to the Carrier for any loss or damage and costs due to the absence of, defects in or improper packing of the Goods.
- 6.2 The Carrier must hand over the Consignment Note and deliver the Goods to the consignee at the place designated for delivery.
- 6.3 Unless otherwise agreed between the Merchant and the Carrier, loading and unloading of the Goods shall be the responsibility of the Merchant. If the consignee unloads the Goods, the consignee shall be deemed as agent of the Merchant. If the Merchant loads or unloads the Goods, the Merchant shall be liable for all the consequences of defective loading and unloading and must in particular compensate the Carrier for the loss or damage which the Subcontractor sustains in consequence.

7. Freight

- 7.1 Freight shall be deemed fully earned upon receipt of the Goods by the Carrier and shall be paid and be non-refundable in any event.
- 7.2 The provisions of the Carrier's applicable tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier or Carrier's Agents upon request or, where applicable, from a government body with whom the tariff has been filed. In the case of inconsistency between this Consignment Note and the applicable tariff, this Consignment Note shall prevail.
- 7.3 If currencies, rates of exchange, devaluations and other contingencies relative to Freight in the relevant tariff conditions are devalued or revalued between the date of the Freight agreement and the date when

the Freight is paid, then all Freight shall be automatically and immediately changed in proportion to the extent of the devaluation or revaluation of the said currency. Payment shall be made in the currency named in the Consignment Note, or, at the option of the Carrier, in another currency specified by the Carrier or Carrier's Agent.

- 7.4 The Freight has been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, re-measure and revalue the Goods and if the particulars are found by the Carrier to be incorrect, it is agreed that sum equal either to five times the difference between the correct Freight and the Freight charged or to double the correct Freight less the Freight charged, whichever sum is the smaller, shall be payable as a penalty to the Carrier notwithstanding any other sum having been stated in this Consignment Note as the Freight payable.
- 7.5 All Freight shall be paid without any set-off, counter-claim, deduction or stay of execution. The Merchant waives any of such remedies unless these claims are uncontested or legally enforceable.
- 7.6 Despite the acceptance by the Carrier of instructions to collect Freight or other expenses from any other person in respect of the transport under this Consignment Note, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.
- 7.7 All dues, taxes and charges levied on the Goods and other expenses in connection therewith shall be paid by the Merchant. The Merchant shall reimburse the Carrier for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure. The Carrier is entitled - but not obliged - to pay these costs according to the circumstances he has properly assessed, and to claim reimbursement from the Merchant.

8. Right to dispose of the Goods

- 8.1 Upon presentation of the duplicate of the Consignment Note, the shipper shall be entitled to dispose over the Goods and to amend the contract of carriage. The consignor's right to amend the contract of carriage shall, notwithstanding that he is in possession of the duplicate of the Consignment Note, be extinguished in cases where the consignee:
- 8.1.1 has taken possession of the Consignment Note;
 - 8.1.2 has accepted the Goods;
 - 8.1.3 is authorized to dispose, from that time onwards, the carrier shall comply with the orders and instructions of the consignee.
- 8.2 Once the consignment arrives in the territory of the destination state, the consignee shall have the right to amend the contract of carriage, unless the consignor indicates to the contrary on the Consignment Note. The consignee's right to modify the contract of carriage shall be extinguished in cases where he has taken possession of the Consignment Note or accepted the Goods.

9. Circumstances preventing carriage

When circumstances prevent the carriage of Goods, the Carrier shall decide whether it is appropriate to carry the Goods by modifying the route of carriage or whether it is in the interests of the person entitled, for the Carrier to ask the person for instructions while giving the person all relevant information which the Carrier possesses. If it is impossible to continue carrying the Goods, the Carrier shall ask for instructions from the person who has the right to dispose of the Goods. If the Carrier is unable to obtain instructions within a reasonable time, the Carrier must take such steps as seem to him to be in the best interests of the person entitled to dispose of the Goods.

10. Circumstances preventing delivery

When circumstances prevent delivery, the Carrier must without delay inform the Merchant and ask him for instructions, unless the Merchant has requested, by an entry in the Consignment Note that the Goods be returned to him in the event of circumstances preventing delivery. When the circumstances preventing delivery cease to exist before arrival of instructions from the Merchant to the carrier the Goods shall be delivered to the consignee. The Merchant must be notified without delay. When the circumstances preventing delivery arise after the consignee has amended the contract of carriage, the carrier must notify the consignee.

11. Carrying out instructions

In the case of fault of the Carrier, the Carrier shall be liable for the consequences of failure to carry out a subsequent order in accordance with clause 8 or instruction in accordance with points 9 or 10 or failure to carry it out properly. Nevertheless, any compensation payable shall not exceed that provided for in case of loss of the Goods.

12. Liability

12.1 The Carrier shall be liable for loss or damage resulting from the loss of, or damage to the Goods between the time of their acceptance for carriage and the time of delivery and for the loss or damage resulting from the transit period being exceeded.

12.2 The Carrier shall be relieved of this liability to the extent that the loss or damage is caused by

12.2.1 the fault of the person entitled,

12.2.2 by instructions given by the person entitled other than as a result of a fault of the Carrier,

12.2.3 by an inherent defect in the Goods

12.2.4 insufficiency or inadequacy of marks or numbers on the Goods, coverings, or unit loads,

12.2.5 a nuclear accident or act of terrorism,

12.2.6 fire, unless the fire was caused by the actual fault or privity of the Carrier or lack of exercise of due diligence to make the transport mean fit for service

or

12.2.7 by circumstances which the Carrier could not avoid and the consequences of which he was unable to prevent.

12.3 The Carrier shall be relieved of this liability to the extent that the loss or damage arises from the special risks inherent in one or more of the following circumstances:

12.3.1 agreed or normal carriage in open wagons,

12.3.1 absence or inadequacy of packaging and stuffing,

12.3.2 loading of the Goods by the Merchant or unloading by the consignee or

12.3.3 the nature of certain Goods.

12.4 The burden of proof shall lie on the Carrier, unless otherwise stipulated by governing legislations. If the Carrier establishes that, having regard to the circumstances of a particular case, the loss or damage could have arisen from one or more of the causes or special risks according to clause 12.2 and 12.3, it shall be presumed that it did so arise. The person entitled shall, however, have the right to prove that the loss or damage was not attributable either wholly or in part to one of those risks.

13. Compensation for total or partial loss of the Goods

13.1 In the event of total or partial loss of the Goods, the Carrier shall pay, to the exclusion of all other damages, compensation calculated according to the value of the Goods lost or damaged on the day and at the place where the Goods were taken over as established by supporting documents provided by the entitled person.

13.2 In the event that the value cannot be proven by documentation, the compensation shall be calculated according to the commodity exchange quotation or the market price of the Goods, or if there is neither such quotation nor such price, according to the usual value of Goods of the same kind and quality at the time and place where the Goods were taken over.

13.3 If not mandatory international conventions and National Law prevail, the compensation shall not exceed 2 SDR for each lost devaluated kilogram of gross mass.

14.1 Compensation for damage to the Goods

14.1 In the event of damage to the Goods, the Carrier must pay compensation equivalent to the loss in value of the Goods, to the exclusion of all other damages.

14.2 The loss in value shall be calculated in accordance with clause 13.2 of this T/C Eurasia.

14.3 However, if not mandatory international conventions and National Law prevail, the compensation shall not exceed the amount which would have been payable in the event of total or partial loss of the Goods damaged.

15. Compensation for delay

15.1 If loss or damage, including damage to the Goods, results from the transit period being exceeded, the Carrier shall, if not mandatory international conventions and National Law prevail, pay compensation not exceeding the carriage charges.

15.2 The transit period is considered as being exceeded when the Goods are not delivered at the place of destination provided for in the contract of carriage within the time agreed.

16. Compensation and Ad Valorem

The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the Merchant upon delivery to the Carrier of the Goods for shipment. Such higher value shall be inserted on the front of the Consignment Note in the space provided and, if required by the Carrier, extra freight being paid. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

17. Other type of loss

17.1 Notwithstanding any provision of this T/C Eurasia to the contrary and subject to mandatory international conventions and National Law, the Carrier shall not be liable to the Merchant for any other types of losses, which are not mentioned in clause 12 and 13 T/C Eurasia. Such losses include, but are not limited to, indirect or consequential damages, loss of profits, loss of business, loss of customer goodwill, punitive or exemplary damages, even if the parties have advised of the possibility of the same and without regard to the nature of the claim or the underlying theory or cause of action, whether in contract, tort or otherwise.

17.2 The liability limitation set forth in this section 17 will not apply with respect to

17.2.1 claims for bodily injury or death to any person resulting from Carrier's negligence or

17.2.2 claims resulting from Carrier's gross negligence, fraudulent or willful misconduct.

18. Ascertainment of partial loss or damage of the Goods

18.1 The Carrier shall be deemed prima facie to have delivered the Goods as described in the Consignment Note unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the Person entitled to delivery thereof under the Consignment Note or, if the loss or damage is not apparent, within three consecutive days thereafter.

18.2 When partial loss or damage is discovered or presumed by the carrier or alleged by the entitled person, the Carrier must without delay, and if possible in the presence of the person entitled, draw up a report stating

18.1.1 the nature of the loss or damage,

18.1.2 the condition of the Goods, their mass and, as far as possible,

18.1.3 the extent of the loss or damage, its cause and the time of its occurrence.

18.3 The report shall be drawn up in at least two copies. One copy shall be attached to the Consignment Note. A copy of the report must be supplied to the person entitled free of charge. The report may be issued in form of electronic records.

19. Warranties and Representations

19.1 Every Person defined as Merchant is jointly and severally liable to the Carrier for all the Merchant's undertakings, responsibilities and liabilities under or in connection with this Consignment Note and to pay the Freight due according to clause 7 T/C Eurasia.

19.2 The Merchant warrants that in agreeing to this Consignment Note, he is or is the agent of and has the authority of the Person owning or entitled to the possession of the Goods and this Consignment Note or any Person who has a present or future interest in the Goods and this Consignment Note.

19.3 The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, gross mass, weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

19.4 The Merchant shall comply with all applicable National Laws, regulations and requirements of customs, railway providers, ports and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses, including without prejudice to the generality of the foregoing, freight for any additional carriage undertaken, incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

19.5 The Merchant undertakes that the Goods are packed and stuffed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable. The Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing or by faulty loading or packing within Containers when such loading or

packing has been performed by the Merchant or on behalf of the Merchant, or by the defect or unsuitability of the Containers when supplied by the Merchant.

- 19.6 Any Container released into the care of the Merchant for packing, unpacking or any other purpose whatsoever shall be at the sole risk of the Merchant until proper redelivery to the Carrier at the time and place prescribed by the Carrier. If the Merchant fails to deliver the Container at such prescribed time and place, the Merchant shall pay the Carrier the applicable demurrage or detention charges arising therefrom. The Merchant is responsible for returning the empty Container, with interiors brushed and clean, to the point or place designated by the Carrier, his servants or agents. The Merchant shall be liable for any charges, loss or any other expenses arising therefrom. The Merchant shall be responsible for any loss and/or damage to, and any liabilities caused or incurred by such Container whilst in its custody and/or control.
- 19.7 The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the carriage of property, including, but not limited to, Containers, of the Carrier or subcontractor (other than the Merchant) caused by the Merchant or any Person acting on his behalf or for which the Merchant is otherwise responsible.

20. Dangerous Goods

- 20.1 No Goods which are or may become dangerous (whether or not so listed in codes), inflammable, damaging, injurious (including radioactive materials), noxious or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier for carriage without:
- 20.1.1 the Carrier's express consent in writing; and
- 20.1.2 the Container and/or other covering in which the Goods are to be transported and/or the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with all applicable laws, regulations and/or requirements.
- 20.2 If the Merchant fails to provide such information and the Carrier 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 a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall be liable for all loss, damage, delay or expenses arising from the carriage of such Goods. The burden of proof that the Carrier knew the exact nature of the danger constituted by the carriage of the Goods shall rest upon the Merchant.
- 20.3 The Merchant 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. If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the transport mean or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier.

21. Containers

- 21.1 Goods may be consolidated by the Carrier in or on Containers and Goods may be consolidated with Goods owned by other persons.
- 21.2 The terms of this Consignment Note shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.
- 21.3 Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary accepted by the Carrier, the Carrier is not under an obligation to provide a Container of any particular type or quality.
- 21.4 Goods stowed in closed Containers other than flats or pallets, whether by the Carrier or the Merchant, may be carried on deck, on an open lorry, on an open trailer, or an open railway wagon without notice to the Merchant.

22. Temperature controlled cargo

- 22.1 The Merchant undertakes not to tender for carriage any Goods which require temperature control without previously giving written notice of their nature and particular temperature range to be maintained. In case of a temperature controlled Container consolidated by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly consolidated in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier.

22.3 The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

23. Inspection of the Goods

The Carrier or any person authorized by the Carrier shall be entitled, but under no obligation, to open and/or scan any Container or package at any time and to inspect the contents. The Carrier shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

24. Lien

24.1 The Carrier shall have a general lien and retention right on the Goods and any documents relating thereto for any amount due at any time to the Carrier from the Merchant and may enforce such lien in any reasonable manner which he may think fit.

24.2 The Carrier shall also have a lien on the Goods and any documents relating thereto for all sums due from the Merchant to the Carrier under any other contract.

24.3 The Carrier may exercise the lien at any time and at any place in his sole discretion, whether the Carriage is completed or not. In any event any lien shall

24.3.1 survive the delivery of the Goods and

24.3.2 extend to cover the cost of recovering any sums due.

24.4 To enforce and satisfy the Carrier's lien, the Carrier shall have the right to sell or otherwise dispose of the aforementioned Goods and documents by public auction or private treaty at the Merchant's expense and in the Merchant's name and without any liability towards the Merchant, provided that the Carrier has used reasonable efforts to notify the shipper and the consignee shown on the front side of the Consignment Note prior to any sale or other disposal and that the Carrier will pass on to the Merchant any proceeds of a sale or other disposal exceeding the sums due and the costs relating to the sale or other disposal.

25. Trade Compliance

25.1 Carrier will comply with all trade control and embargo related restrictions and legislation applicable for its services provided under this Consignment Note.

25.2 Merchant shall provide all relevant licenses for all applicable jurisdictions involved in the transaction, and data including, but not limited to, all applicable export control and customs classification numbers, country of origin, all applicable destination country restrictions, irrespective of the country to which the Items are being supplied. Merchant shall further provide accurate customs valuation, accurate names and address details of all the parties involved in the transaction. Merchant shall supply the aforementioned data and information correctly and in good time to enable Carrier perform their agreed scope of services. Where any Merchant trade control and embargo related restrictions are not met, are unclear or in case a transaction is not allowable in the relevant jurisdiction, Merchant is relieved from its obligation to provide the Services without any liability whatsoever.

25.3 In the event that the Merchant trade control and embargo related restrictions position alters at any time Customer shall address such changes in respect of, but not limited to, the requirements herein in good time to enable Carrier to fulfil its scope and to ensure that such changes do not expose Carrier to any legal or other detrimental consequences.

25.4 Carrier does not accept any Merchant request that extends Carrier's liability, seeks to treat Carrier as a consignee, end-user, importer of record, exporter of record, fiscal representative or other such party if such is not mutually agreed in writing in accordance with this Consignment Note, and/or is not lawful.

25.5 Merchant shall be liable for any costs including legal costs, other expenses and/or losses or damages arising to Carrier due to missing and/or incorrect trade control or compliance data, documentation, information or other factors that are required to be provided by the Merchant.

25.6 To the extent Carrier has a contractual duty to verify the documentation and information provided by Merchant such as but not limited to licenses, customs tariff numbers or descriptions of Items, it is acknowledged and agreed that Carrier's verification obligations are limited to a check of documentation completeness only. Under no circumstances shall Carrier be responsible to verify correctness, validity or authorization of information or data so provided and declines any responsibility or liability in this regard to the maximum extent legally permitted.

- 25.7 It is further acknowledged that any statements, notifications or declarations made by Carrier related, but not limited to customs tariffs, tax or export control and embargo related restrictions can only be considered as a first estimate without any representations or warranty of any type, whether expressed or implied. Merchant's reliance upon or use of such statements, notifications and information provided by Carrier shall be at Merchant's own risk and Carrier shall have no liability of whatsoever towards Merchant or anyone else should Merchant decide for itself to rely on any perceived correctness of such statements, notifications and information.
- 25.8 Where the Merchant requires Carrier to work directly with the Merchant's suppliers, customers, end-users, or other parties this entire clause is applicable to those transactions. In all cases the Merchant is liable for the actions of the parties it requires Carrier to work with.

26. Compliance

Each Party hereby undertakes that it is and shall remain during the term of this agreement in compliance with all applicable laws, regulations and codes, including but not limited to all anti-bribery laws and regulations. In connection with any aspects of this agreement or any other transaction involving both parties, either Party has not and will not, directly or indirectly in connection with the performance of services under this agreement or otherwise on behalf of the other Party, engage in any prohibited conduct. Prohibited conduct includes to promise, offer or grant to a person any undue advantage or to request or accept any undue benefit or advantage to improperly influence actions.

27. Indemnification

The Merchant shall indemnify, defend and hold the Carrier harmless on first demand against all claims, suits or proceedings, damages, costs, losses, expenses whatsoever, including reasonable attorney fees, in relation to third party claims as well as to Merchant's responsibilities and breach of obligations, warranties and representations as stated in mandatory international conventions, National Law and this T/C Eurasia provided that they are in each case not due to Carrier's sole or contributory negligence.

28. Applicable law and forum

Notwithstanding anything else contained in this T/C Eurasia, all actions against the Carrier in respect of the Goods or arising out of the carriage shall be brought before the courts or tribunals of Hong Kong, China to the exclusion of the jurisdiction of any other courts. Actions against the Merchant may be brought before the aforementioned court or any other competent court or tribunal at the Carrier's or Carrier's Agent option. The law applicable, including the rules relating to conflict of laws, shall be that of the respective place of the court or tribunal.