
Contract No.:



Between

AMA FREIGHT (Shanghai) Co., Ltd.

and

Maritime Import & Export Freight Forwarding Contract

Maritime Import & Export Freight Forwarding Agreement

Party A: AMA FREIGHT (Shanghai) Co., Ltd.

Tel: 021-65756966

Fax: 021-55150870

Address: Room 802-805, Building 4, Aijia International Building, 288 Wuhua Road, Hongkou District, Shanghai

Party B:

Tel:

Fax:

Address:

Through amicable negotiations and as per relevant regulations of *Maritime Code of the People's Republic of China*, Party A and Party B hereby enter into the agreement below about the maritime import and export freight forwarding:

I. Applicable scope

1.1 Party B shall be the legal entity with the valid Business License, Organization Code Certificate and Taxation Registration Certificate, and shall provide Party A with the duplicates of such documents affixed with the common seal of Party B.

1.2 Party B is willing to entrust Party A to handle the import and export of Party B's cargo.

1.3 Party A is willing to accept the booking of space in line with this agreement and book the space from relevant ship companies, and conduct a series of matters of freight forwarding, including ship distribution, loading of cargo, arrival at port, customs declaration and issuance of bill of lading.

II. Liabilities and obligations of both parties

2.1 Party B shall send the correct shipping note to Party A via fax (or mail or e-mail) to specify the name, telephone number, fax number, e-mail, contact and common seal of Party B's booking of space, and Party B shall provide the full name of the client for the invoice.

2.2 The shipping note of the cargo entrusted by Party B to Party A shall cover the quantity, weight, volume, destination, loading date, (Chinese and English) name, unit price and special requirements of cargo, otherwise Party B shall assume any adverse consequence thereof if no such item is specified in the shipping note.

2.3 Party B must submit the entrusting order to Party A within ten working days before the cut-off date of the

carrying vehicle to leave an enough period for Party A to book the space. Upon receiving the entrusting order, Party A shall endeavor the best efforts to book the space and inform Party B of the booking situation and ship information. If Party B asks for adding any cargo after the cut-off date, Party A can assist in booking the space positively but does not assume any risk or liability thereof.

2.4 If Party B changes the shipping date, destination or consignee, or the actual volume, weight or quantity is inconsistent with that specified in the order, Party B shall send a formal written notice to Party A before the cargo is delivered to the port, otherwise Party A may ship the cargo as scheduled. If the cargo has been delivered to or shipped from the port, Party A is entitled to reject such change and Party B shall keep the shipping note consistent with other relevant notes with respect to the name and quantity of the cargo, otherwise Party B shall assume any consequence thereof.

2.5 Party A shall complete the entrustment by Party B, including but not limited to: inland trailer of import and export, booking of space, customs declaration, application for inspection, packing, issuance of note, and handover of documents. Party A shall arrange the shipping as required by Party B and keep Party B informed of relevant information. Under the normal circumstance, Party A shall return relevant documents and certificates to Party B on time within 45 days since the shipping date only if Party B has paid the freight and agency expense. Party A shall be responsible for the certificates and documents of Party B that have been signed to accept by Party A and keep them from being lost.

2.6 Party B shall provide relevant customs declaration documents before booking the space, ensure the legality, authenticity and accuracy of such documents, and prepare necessary certificates in view of different natures of trade, including: the original copies of customs documents necessary for the coding of commodity, such as the contract, commercial inspection certificate, positive and negative licenses, customs declaration note, manual, invoice, packing list, product instructions and pesticide registration certificate, as well as the duplicate of import customs declaration form, agreement and other legal and qualified documents required by the state. If the cargo belongs to the dangerous article, Party B shall also provide MSDS, appraisal certificate and dangerous packing certificate. The cargo entrusted by Party B may not contain any combustible or explosive article, or any article prohibited by the state from being imported and exported, and Party A does not accept any dangerous article, semi-dangerous article, invaluable article, corpse, bone ash or live animal that has not been checked and approved by the ship company. Once Party B breaches this provision, Party B shall assume and compensate any loss of Party A thereof.

2.7 If Party A encounters any unpredicted circumstance and suffers from any expense while processing the entrustment, Party B shall assume such expense under the condition that Party A sends a notice to Party B in time.

III. Issuance of bill of lading and risk liability

3.1 Party A shall submit the bill of lading to Party B for confirmation at least two days before the cut-off date of the ship company and Party B shall confirm the bill of lading before the cut-off date of the ship company, otherwise Party A shall regard the latest confirmation by Party B as the prevailing one.

3.2 Party A does not assume any risk or liability for any bill of lading signed and issued by the maritime carrier and its agent.

3.3 Party A only assumes the risk and liability for the bill of lading signed and issued by Party A that are expressly specified in the bill of lading.

3.4 Once Party B requires anti-dated bill of lading, Party B shall provide the original written guarantee and the confirmation by the consignee for Party A; if Party B needs advanced bill of lading in advance, Party B shall also submit the original written guarantee and Party A shall obtain the consent from the maritime carrier or the owner of bill of lading before dealing with it.

3.5 Once Party B requires the bill of lading to be signed and issued at a third place, Party B shall submit the original written notice to Party A at the format required by Party A and Party A does not assume any risk or liability thereof.

IV. Ocean freight and RMB settlement

4.1 Party A and Party B shall regard the entrusting order and freight confirmation of Party B as the basis for the settlement of freight. Upon receiving the freight invoice from Party A, Party B shall verify the amount immediately, otherwise Party B shall be deemed as having confirmed the amount if it does not put forward any written objection within three working days since receiving the invoice.

4.2 The ocean freight and relevant expenses in RMB occurred by Party B in the booking of space shall be settled in the form below.

a. For the first time of cooperation, the payment must be made before obtaining the bill of lading, that is Party B shall pay the amount to the account appointed by Party A and Party A issues the bill of lading after receiving the amount.

b. Credit settlement: Party A agrees to grant Party B with ___ day(s) of payment credit period (since the shipping date) with a line of credit of RMB ___ yuan (in words: RMB _____ yuan only). Party B

shall remit the payable amount during the credit period to the account of Party A; if the payable freight during the credit period exceeds the line of credit, Party B shall remit the excessive amount to the account of Party A.

c. If Party B has entered into any freight agreement with the ship company, Party B shall specify the number of such agreement or contract, as well as the freight when booking the space, and Party A does not assume the liability for any difference of freight.

d. Except for the normal ocean freight and inland expense occurred under the normal circumstance, expenses like transshipment expense or penalty collected by the ship company if the actual weight is different from that delivered and reported independently by Party B shall be assumed by Party B.

e. With respect to the transportation of "freight collect" and payment at a third place, if the consignee refuses to pay the freight or makes any underpayment or delayed payment, Party B shall (process and?) assume the freight, sundries, reasonable settlement expense and expense at the destination of such batch of cargo.

f. If Party B delivers and reports the consignment independently, Party B shall take the form of circulating orders at Party A after making the payment or negotiating with Party A. If only the bill of lading of the last transaction during the regulated payment period is placed at Party A, Party B must pay all the expenses to the valid account of Party A and Party A will issue relevant documents (bill of lading, tax refund note, manual, etc.) upon receiving the payment.

4.3 1) If the heavy box having arrived at the port is not packed to ship due to the cause of Party B, Party B shall pay the additional storage charge and port sundries of the heavy box; if such packing and shipping fail due to the cause of Party A, Party A shall assume the additional expense.

2) If the consignee does not pick the cargo to the extent that Party A is investigated for the liability by the carrier or any third party, Party B shall assume all the direct and indirect losses of Party A thereof (including but not limited to the traffic expense, attorney's fee and litigation expense of Party A).

4.4 1) Party B may not delay to pay the freight to Party A for any cause. If Party B or the payer appointed by Party B delays to pay the freight or the balance in the account is insufficient for the payment, Party A may collect the expense in one or several manners below until the payment is made up. Besides, Party B shall assume all the liabilities and consequences arising from such collection manner while Party A does not assume any legal liability.

A. Party A may delay to sign and issue, or detain the bill of lading;

- B. Party A may postpone to submit the foreign exchange verification or detain the customs declaration document;
- C. Party A may notify the agency at the destination port to postpone to deliver the cargo, or detain the cargo and auction it after the deadline.
- 2) In the event that either party breaches this agreement, the other party may require the breaching party to assume one or more breach liabilities below:
- A. The observant party may cancel the contract immediately;
- B. The breaching party shall pay the overdue interest at the rate of one in a thousand per day both in RMB and foreign exchanges;
- C. The breaching party shall compensate the direct loss of the observant party;
- D. The breaching party shall compensate the indirect loss of the observant party (including but not limited to the traffic expense, attorney's fee, litigation expense, administrative punishment and compensation to the third party of Party A thereof).
- 4.5 Party B may not refuse or delay to pay the freight for the excuse of any problem or dispute arising from the business, which shall be solved by both parties through negotiations and are irrelevant to the ocean freight, otherwise Party B shall be deemed as breaching this agreement.
- 4.6 If Party B obtains the bill of lading by any illegal means or refuses to pay the freight within the payment period since obtaining the bill of lading according to this agreement, Party A may detain the lien on such cargo or detain the bill of lading of other cargo entrusted by Party B, and Party B shall be deemed as breaching this agreement.
- 4.7 If Party B does not make the payment during the period specified in the signed contract, Party B shall be deemed as breaching the contract.
- 4.8 If Party B asks for changing the bill of lading, Party A may change the bill of lading for Party B only if the ship company accepts such change. However, Party B must provide Party A with the original bill of lading, content of change and guarantee of change for Party A to make the change at the ship company uniformly, and any relevant expense shall be collected from Party B on an actual basis. If Party A is unable to change the bill of lading as Party B fails to provide Party A with such materials, Party B shall assume any adverse consequence and liability.
- 4.9 If Party B changes the bill of lading at the ship company independently to the extent that the ship company collects the expense of such change from Party A, Party B must assume all the expenses

thereof.

V. Miscellaneous

5.1 Party A and Party B agree through negotiations that Party B may send each kind of document involved in this agreement (including but not limited to the booking of space, change and commitment of relevant matters entrusted by Party B to Party A) via fax or e-mail to the fax number or e-mail address specified in this agreement, and Party A may copy such fax and e-mail for filing and check. Party B shall deem the duplicate of such fax or e-mail as the original copy of such documents, which contains the same legal effect.

5.2 The bill of lading and freight provision of the ship company, as well as the annex of this agreement are indispensable parts of this agreement.

5.3 Both parties shall keep the freight and rate in relation to this agreement confidential against the third party.

5.4 Any matter not included in this agreement shall be solved by both parties through amicable negotiations following the principle of mutual benefit. If such negotiation fails, the dispute shall be submitted to Shanghai Maritime Court or its tribunal, and laws of China shall be applied.

5.5 This agreement shall take effect upon being signed and the existing freight forwarding agreement between both parties shall become terminated automatically.

5.6 This agreement is made in two copies and each party holds one copy, the valid period of which is:

Date: ____ to date: ____

Either party willing to change or terminate this agreement during the performance period shall send a written notice to the other party one month in advance. Even if this agreement is terminated, both parties shall resume performing obligations occurred before the termination of this agreement. If neither party sends a written notice to the other party to terminate this agreement within 30 days before the expiration date, this agreement shall be renewed automatically for another year and there is no limit on the times of such renewal.

Common seal of Party A:

Common seal of Party B:

Signature of Party A:

Signature of Party B:

Date:

Date:

Client File

1. Uniform client code:

2. Short name of client in Chinese:

3. Sales type:

Company Salesmen

4. Client type:

Direct cargo owner First-class forwarder Second-class forwarder Individual
Others

-----To be filled by our company-----

1. Full name of client in Chinese:

2. Full name of client in English:

3. Business License number:

4. Taxation registration number:

5. Legal representative:

6. Business contact:

Premise:

Tel:

Fax:

Post code:

Website:

E-MAIL:

7. Invoice title (please note the invoice title, if any, in each order):

USD invoice title:

RMB invoice title:

8. Bank of deposit and account number:

USD bank of deposit and account number:

RMB bank of deposit and account number:

9. Special seal for booking of client (please affix the seal on each order, otherwise we would reject the order).

Attached: Business License, Taxation Registration Certificate, and Approval Certificate of International Freight Forwarding Enterprise