


**C. APLL FORWARDERS CARGO RECEIPT (FRONT)**

		<b>ORIGINAL CARGO RECEIPT</b>		NO: _____	
SHIPPER (PRINCIPAL OR SELLER - LICENSEE)		DATE CARGO RECEIVED		COUNTRY OF ORIGIN	
		ALSO NOTIFY PARTY			
CONSIGNEE (NAME AND ADDRESS)		EXPORT CARRIER (VESSEL, VOYAGE)			
		EXPORT REFERENCE		PORT OF LOADING	
NOTIFY PARTY/INTERMEDIATE CONSIGNEE (NAME AND ADDRESS)		PORT OF DISCHARGE		FINAL DESTINATION	
		DESCRIPTION OF PACKAGES AND GOODS			
MARKS AND NUMBERS	NO. OF PKGS.	PARTICULAR FURNISHED BY SHIPPER	GROSS WEIGHT	MEASUREMENT	
				"FREIGHT COLLECT" KGS.                      CBM.	
STATEMENT: IN ACCORDANCE WITH INSTRUCTIONS OF					
WE RECEIVED ___ ORIGINAL ___ COPIES OF THE FOLLOWING DOCUMENTS WHICH PLUS 2/3 ORIGINAL BILLS OF LADING WILL BE DISPATCHED TO THE PARTIES AT PORT OF DISCHARGE AT THE TIME OF SHIPMENT AS INSTRUCTED BY THE CUSTOMER.		APL LOGISTICS HONG KONG, LTD. ("APL") HEREBY ACKNOWLEDGES RECEIPT OF THE PACKAGES OR OTHER SHIPPING UNITS SAID TO CONTAIN THE GOODS ABOVE ("THE GOODS") IN APPARENT EXTERNAL GOOD ORDER AND CONDITION UNLESS OTHERWISE STATED. THE SHIPPER, CONSIGNEE AND ALL OTHERS HAVING AN INTEREST IN THE GOODS (THE "CARGO OWNERS") ARE ADVISED, AND BY DELIVERING THE GOODS AND ACCEPTING THIS RECEIPT AGREE, THAT THE RECEIPT, CUSTODY, CONSOLIDATION AND FORWARDING OF THE GOODS BY APLL ARE SUBJECT TO ALL THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS CARGO RECEIPT AND INCORPORATED BY REFERENCE ON THIS SIDE AND HEREOF. THE NUMBER ON THIS CARGO RECEIPT MAY BE WRITTEN, STAMPED, OR PRINTED.			
		ORIGINAL OF THE CARGO RECEIPT, ISSUED BY APL LOGISTICS HONG KONG, LTD. BY: _____			

## D. APLL FORWARDERS CARGO RECEIPT (BACK)

### FORWARDER CARGO RECEIPT ADDITIONAL TERMS AND CONDITIONS

1. The word "Customer" shall include the person or entity entering into a Service Agreement with APL Logistics Hong Kong, Ltd. ("APLL"). The word "Goods" shall include articles of every kind and description, including their packaging, containers or other shipping units or materials, tendered to APPL for consolidation and the arranging of transportation under this Agreement and described or identified on the face of this document.
2. The receipt, custody, consolidation and forwarding of the Goods are governed by the provisions of this agreement, the Service Agreement, and the provisions of any and all applicable APPL tariffs covering the performance of consolidation services by APPL. APPL tariffs are readily available for review and inspection at all APPL offices and locations where Goods are received for consolidation upon reasonable notice and during normal business hours.
3. APPL undertakes to receive the Goods on behalf of the Customer, hold the same as an agent and deliver or forward them to carriers or transporters in accordance with the instructions of the Customer. If at any time the method and/or route of forwarding selected by the Customer shall become impossible to perform for any reason, APPL may use any other method available at its discretion and all charges and/or expenses incurred in using such method shall be for the Customer's account. APPL shall be at liberty to employ agents, subcontractors or third parties on such terms and conditions as it shall in its discretion think appropriate.
4. In receiving the Goods and performing the consolidation and forwarding services covered by this agreement, APPL is acting as agent only for the Customer, and APPL is not acting as a carrier, transporter or distributor of the Goods. From and after the delivery by APPL to a carrier in accordance with the instructions of the Customer, the Customer agrees that the sole responsibility and liability for the care, custody, carriage and delivery of the Goods shall be that of said carrier and not that of APPL. APPL does not undertake that the Goods will be forwarded or transported from the place of receipt or will arrive at an intermediate or final destination by any particular date or time or to meet any particular market or in time for any particular use and shall have no liability for any damages caused by the delay or non-delivery of the Goods. In no event shall APPL be liable for special or consequential damages, including but not limited to loss of use or lost profits, resulting from delay, loss or damage.
5. APPL is not responsible for any defect in quality, quantity, type or any inherent vice or defect in the Goods. APPL shall have no liability for any loss or damage to the Goods to the extent caused by:
  - (a) fire, unless caused by the negligent act or omission of APPL.
  - (b) acts of God, war, public enemies, governments or governmental authority, or strikes or lockouts or stoppage or restraint of labor from whatever cause.
  - (c) wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the Goods.
  - (d) insufficiency of packaging or marks.
  - (e) latent defects not discoverable by due diligence.
  - (f) acts or omissions of the shipper or other cargo owners, their agents or representatives or
  - (g) banditry, piracy, terrorism, drugs within cartons or packages or the hijacking or commandeering of the goods or the conveyance by which they are transported;
  - (h) loss of, or damage to, any goods not correctly or fully identified in the applicable documents furnished to APPL.
  - (i) any other event beyond the control of APPL.
6. The responsibility and liability of APPL shall be limited to that period of time in which APPL, its employees, or agents have exclusive custody of the Goods. It is agreed that, as to any claim or demand for delay, loss or damage which occurs once or after the Goods are in the custody of a carrier, such claim shall be only against the carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen or others in whose actual custody or control the Goods may be at the time of such delay, loss or damage. The Customer or other cargo owners acknowledge that they shall be bound by the terms and conditions of the transportation agreements of the carriers into whose custody the Goods may be forwarded.
7. Customer or its designated consignee must immediately report loss or damage to APPL but in any event no later than within three (3) working days of delivery by the ultimate carrier in order to provide APPL an opportunity to inspect the Goods and the circumstances surrounding the loss or damage. Claims for loss or damage must be filed in writing within nine months of the delivery of the Goods, or, in case the Goods are not delivered, when they should have been delivered. In the event that the claim is not resolved to Customer's satisfaction, Customer shall have one (1) year from the date of the delivery of the Goods, or the date such delivery should have occurred, to file an action seeking indemnity for the loss or damage. Investigating, negotiating or otherwise dealing with claims by APPL or its legal advisers or representatives shall not be deemed a waiver of the foregoing provisions.
8.
  - a) **Non-Latin America origins:** Customer and other cargo owners agree that APPL or its agents shall only be liable for loss of or damage to the Goods or for any delay resulting from their negligence or other fault in an amount which is the lesser of (i) the true value of the Goods, or (ii) US\$500 per package or, in the case of goods not shipped in packages, US\$500 per customary freight unit or in the event of garments on hangers US\$35 per piece, or (iii) the amount of damage actually sustained. The term "true value" shall mean the CIF (FOB plus proportionate insurance and freight) value of the Goods as verified by appropriate documentation.
  - b) **Latin America origins:** Customer and other cargo owners agree that APPL or its agents shall only be liable for loss of or damage to the Goods or for any delay resulting from their negligence or other fault in an amount which is the lesser of (i) the true value of the Goods, or (ii) US\$50 per package or, in the case of goods not shipped in packages, US\$50 per customary freight unit or in the event of garments on hangers US\$35 per piece, or (iii) the amount of damage actually sustained. The term "true value" shall mean the CIF (FOB plus proportionate insurance and freight) value of the Goods as verified by appropriate documentation. In no event shall APPL be liable for more than \$50,000 lawful money of the United States of America as a result of any single event or occurrence.
9. To secure a due proportion between the charges it earns and the amount for which it may be responsible in the event of loss or damage to the Goods, APPL has established its regular lower rates and charges for Goods limited in value as agreed above. The cargo owners may, however, elect to pay an additional ad valorem charge of 6% of the true value of the Goods by declaring the true value of the Goods at or before the time of receipt by APPL, in which case the liability of APPL for loss of or damage to the Goods or for delay shall be the true value of the Goods. Unless the cargo owners so declare the value of the Goods and pay the ad valorem charge, the cargo owners are deemed to have elected the regular, lower charges of APPL.
10. The shipper, on behalf of itself, the Customer and/or other cargo owners, warrants the following: (i) that the Goods are properly marked and suitably packaged for normal handling, (ii) that the weight and descriptions of packages and cargo units furnished by the shipper are correct (iii) that the nature and amount of any hazardous or dangerous Goods have been packaged and/or labeled in accordance with LMCO regulations and identified as such in accordance with such Regulations to APPL at or before the time of receipt by APPL and (iv) that the Goods do not require insulated, refrigerated, ventilated or other special storage or handling not disclosed to APPL at or before the time of receipt of the goods. The shipper, the Customer and/or other cargo owners shall defend, indemnify and hold harmless APPL in respect of any injury or death of any person, or damage to the Goods or any other property, or any expense, including fines, penalties or legal fees, caused by breach of any of the foregoing warranties. The shipper hereby acknowledges that APPL acts solely as agent on behalf of the Customer and APPL shall be under no liability whatsoever in respect of any failure by the Customer or any other party to do any act or pay any amounts due in respect of the Goods received hereunder including, but not limited to, the purchase price of such Goods, freight, storage charges, insurance premium, lighterage charges, demurrage, salvage charges or general average contributions. Shipper further acknowledges that APPL is authorized to deliver the original bill of lading to the consignee shown on that bill of lading.
11. The Customer, on behalf of itself, the shipper, the consignee and any other cargo owners, agrees that any claim against APPL in connection with the issuance of the Cargo Receipt by APPL may only arise out of a misdeclaration in the Cargo Receipt of the number of packages or shipping units received by APPL or their apparent order and condition.
12. The Customer hereby undertakes to indemnify APPL against all loss, damage and expenses of whatsoever nature in respect of any claims by carriers, warehousemen (including agents or subcontractors of APPL) or any other party for misdescription of the weight, type, packaging or quality of the Goods or for contamination by or of the Goods by contact or reaction with any other substance. The Customer, consignee and shipper shall be liable, jointly and severally, (a) for all unpaid charges to APPL and (b) to pay or indemnify APPL for all claims, fines, penalties, damages, costs or other sums which may be incurred by APPL by reason of any violation of the Agreement or any other default of the Customer or shipper or their agents. APPL shall have a lien upon all Goods in respect of any amounts due to APPL including but not limited to storage charges, haulage charges, lighterage charges, stuffing and unstuffing costs.
13. APPL will not be required to secure export licenses and/or quote clearances or any other Government consent in respect of the import or export of the Goods.