致: 深圳公共资源交易中心

- 1、根据已收到贵单位的项目编号为 YTZXCG-2025-00006 的深圳市盐田区图 书馆 2025 年总分馆物流与馆藏处理服务采购项目的招标文件,遵照《深圳经济特区政府采购条例》和《深圳网上政府采购管理暂行办法》等有关规定,我单位经研究上述招标文件的专用条款及通用条款后,愿意按照招标文件要求承包上述项目并修补其任何缺陷。
 - 2、投标价格见投标书编制软件中《开标一览表》中填写的投标总价。
 - 3、如果我单位中标,我单位将按照招标文件的要求足额提交履约担保。
- 4、我单位同意所递交的投标文件在"对通用条款的补充内容"中明确的投标有效期内有效,在此期间内我单位的投标有可能中标,我方将受此约束。
- 5、除非另外达成协议并生效,贵单位的中标通知书和本投标文件将构成合同的重要内容。
 - 6、我单位理解贵单位将不受必须接受所收到的最低报价或其它任何投标文件的约束。
- 7、如我单位提交样品,且未在规定时间内取回样品的,视同放弃取回,同 意深圳公共资源交易中心对我单位提交的样品进行清理。
- 8、如果我方中标,我方保证在领取中标通知书之前按招标文件规定向深圳 交易集团有限公司交纳代理服务费。

投标人: 深圳市恒通程物流有限公司;	
单位地址:深圳市盐田区盐田街道北山道 260-4号;	
法定代表人(负责人)或其授权委托代理人: 周丹	

电话: 0755-26429990

日期: 2025年1月24日

二、政府采购投标及履约承诺函

致:深圳公共资源交易中心

我单位承诺:

- 1. 我单位参与本项目所投标(响应)的货物、工程或服务,不存在侵犯知识产权的情况。
- 2. 我单位参与本项目政府采购活动时不存在被有关部门禁止参与政府采购活动且在有效期内的情况。
- 3. 我单位具备《中华人民共和国政府采购法》第二十二条第一款规定的六项条件。
- 4. 我单位未被列入失信被执行人、重大税收违法案件当事人名单、政府采购严重违法失信行为记录名单。
- 5. 我单位不存在《深圳市财政局政府采购供应商信用信息管理办法》(深财规〔2023〕3号)列明的严重违法失信行为。
- 6. 我单位参与该项目投标,严格遵守政府采购相关法律,不造假,不围标、 串标、陪标。我单位已清楚,如违反上述要求,投标将作无效处理,被列入不良 记录名单并在网上曝光,同时将被提请政府采购主管部门给予一定年限内禁止参 与政府采购活动或其他处罚。
- 7. 我单位如果中标,做到守信,不偷工减料,依照本项目招标文件需求内容、签署的采购合同及本单位在投标中所作的一切承诺履约。我单位对本项目的报价负责,中标后将严格按照本项目招标文件需求、签署的采购合同及我单位在投标中所作的全部承诺履行。

我单位清楚,若以"报价太低而无法履约"为理由放弃本项目中标资格时,愿意接受主管部门的处理处罚。若我单位中标本项目,我单位的报价明显低于其他投标人的报价时,我单位清楚,本项目将成为重点监管、重点验收项目,我单位将按时保质保量完成,并全力配合有关监管、验收工作;若我单位未按上述要求履约,我单位愿意接受主管部门的处理处罚。

8. 我单位已认真核实了投标文件的全部内容, 所有资料均为真实资料。我单位对投标文件中全部投标资料的真实性负责, 如被证实我单位的投标文件中存在

虚假资料的,则视为我单位隐瞒真实情况、提供虚假资料,我单位愿意接受主管部门作出的行政处罚。

- 9. 我单位承诺中标后项目不转包,未经采购人同意不进行分包。
- 10. 我单位保证,其所提供的货物通过合法正规渠道供货,在提供给采购人前具有完全的所有权,采购人在中华人民共和国使用该货物或货物的任何一部分时,不会产生因第三方提出的包括但不限于侵犯其专利权、商标权、工业设计权等知识产权和侵犯其所有权、抵押权等物权及其他权利而引发的纠纷;如有纠纷,我单位承担全部责任。
- 11. 我单位保证,若所投货物涉及《财政部生态环境部关于印发节能产品政府采购品目清单的通知》(财库〔2019〕19号〕列明的政府采购强制产品,则所投该产品符合节能产品的认证要求。若所投产品包括数据中心相关设备的,应满足《财政部 生态环境部 工业和信息化部关于印发〈绿色数据中心政府采购需求标准(试行)〉的通知》(财库〔2023〕7号)要求。若所投产品涉及国家强制性标准的,所投产品应符合国家强制性标准相关要求。
 - 12. 我单位已知悉并同意中标(成交)结果信息公示(公开)的内容。
- 13. 我单位保证,符合《中华人民共和国政府采购法实施条例》第十八条规定,与其他投标供应商不存在单位负责人为同一人或者存在直接控股、管理关系不存在为本次采购项目提供整体设计、规范编制或者项目管理、监理、检测等服务的情形。若存在"不同供应商的董事、股东或其他高级管理人员为同一人的"情形的,我单位保证不存在串通投标、恶意串通或者视为串通投标的情形。
- 14. 我单位清楚,如存在违反投标承诺行为情节严重的,将根据《深圳市财政局关于印发〈深圳市财政局政府采购供应商信用信息管理办法〉的通知》,依法被列入失信信息。

以上承诺,如有违反,愿依照国家相关法律法规处理,并承担由此给采购人带来的损失。

投标人: 深圳市恒通程物流有限公司

日期: 2025 年 1 月 24 日

三、投标人情况及资格证明文件

(一) 投标人资格证明文件

(特别提示:投标人须按本招标文件第一册第一章招标公告 "申请人的资格要求"(即投标人资格要求)提供相关的资格证明资料,未提供或提供不完整、不符合要求的,将作投标无效处理,其中要求提供《政府采购投标及履约承诺函》且已在"二、政府采购投标及履约承诺函"章节中提供了,此处可不重复提供。)

1、资格证明材料:(营业执照、道路运输许可证)



统一社会信用代码 914403007663850473

称 深圳市恒通程物流有限公司

类

型 有限责任公司

所 深圳市盐田区盐田街道北山道260-4号

法定代表人赖德武

成 立 日 期 2004年09月13日





中华人民共和国国家工商行政管理总局监制



中华人民共和国交通运输部监制

2. 公司概况

深圳市恒通程物流有限公司是经深圳市工商局注册登记、深圳市交通运输委审批的专业从事海、陆、空货物运输服务及国际贸易、仓储服务的物流运输企业。公司总部位于深圳市盐田区,自建有面积一千余平米的办公楼及员工公寓,下属有六千余平米的二类大型汽修厂。公司拥有一支聚集了多位国际型人才的优秀团队,管理人员 65 人,牵引车 驾驶员 150 余人,专业修理技术人员 20 余名。专业的物流团队,超强的服务意 识,多年的服务经验,根据客户需要设计个性化、多元化、专业化的物流服务。 我们设立独立信息反馈中心,24 小为顾客服务,及时反馈信息,沟通顾客,提 供最优质、高效的服务。

主营业务: 道路集装箱运输是恒通程公司的核心业务,公司一直致力打造 道 路集装箱运输服务品牌。目前拥有集装箱牵引车 100 余辆,车架 350 台,联 营车 辆 1000 余台,全程 GPS 监控,能承运全国各地普通货物、海关监管货物 的各类 集装箱运输业务和散货业务;公司使用自主创新的"基于信息化平台的 ORS 循环 作业法",在运距短、车辆调度频繁、柜量大的仓库与码头等运输业务上具有绝 对优势。恒通程有优秀的报关人员,良好的海关信誉,为客户提供高

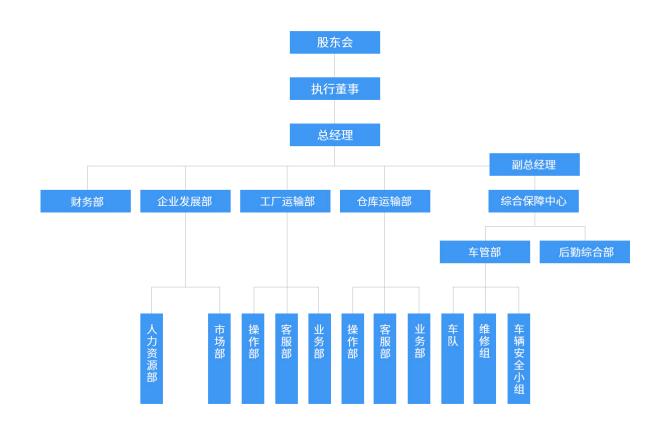
效、便捷的 进出口报关、代理商检等服务。

我司一贯恪守公司良好信誉及秉承专业性、服务性、时效性的经营宗旨,坚持与客户互利双赢、共同成长的经营理念,"诚信为先,服务第一"是我们一贯的追求。

恒通程公司连续多年被深圳市交委评为"先进企业",和"绿卡企业",被深圳市工商局评为"重合同守信用企业",被深圳特区报、深圳商报、深圳市拖车协会联合评为"深圳市诚信企业",是深圳市政府评选的全市"重点拖车运输企业"和"重点物流企业",公司是粤港澳•深圳平江商会会长单位。

我司导入了现代企业管理制度和采用信息化管理平台,确保准确、及时、高效、优质服务于客户。公司运输调度管理中心配置了多功能运输管理系统,多媒体信息群发系统,运输车辆装有 GPS 系统,营运司机实行星图定位通讯系统进行 监控,能实现即时监管、在线服务、远遥控、可溯追踪。

3. 公司组织机构



4、中小企业声明函(服务)

本公司(联合体)郑重声明,根据《政府采购促进中小企业发展管理办法》(财库(2020)46号)的规定,本公司(联合体)参加深圳市盐田区图书馆的深圳市盐田区图书馆 2025 年总分馆物流与馆藏处理服务采购项目采购活动,服务全部由符合政策要求的中小企业承接。相关企业(含联合体中的中小企业、签订分包意向协议的中小企业)的具体情况如下:

1. 物流与馆藏处理服务,属于 交通运输业(不含铁路运输业) 行业: 承接企业为 深圳市恒通程物流有限公司 (企业名称,要求承接企业本身所属行业应当与招标文件要求的行业相一致),从业人员 61 人,营业收入为2758 万元,资产总额为 4669 万元,属于 小型企业 ;以上企业,不属于大企业的分支机构,不存在控股股东为大企业的情形,也

本企业对上述声明内容的真实性负责。如有虚假,将依法承担相应责任。

不存在与大企业的负责人为同一人的情形。

四、项目详细报价

(一) 分项报价表

序号	a	・ アカ吸収 1 名	金额(元)	说明	
_	٨	、 员费用	336000.00	12 个月费用: 4 名服务 人员工资及保险	
		油费	20000.00		
	物流费用	保养维修费	8000.00	车辆日常消耗品	
		保险费	6000.00		
	g y	別用小计	34000.00		
	其他费用	税费	29600.00	按照 0.08 收取	
		管理费	20000.00	包含办公费巡查费用等	
	其他费用小计		49600.00		
四		年总计	419600.00	以上各项之和	

注: 1、所有价格应按"招标文件"中规定的货币单位填写;

^{2、}本表格仅为指导性范本,供应商可根据项目具体情况对各分项内容进行调整提供详细分项报价。

无

五、投标人同类项目业绩情况

采购人	项目名称	项目规模 (金额)	合同签订 日期	履约验收 时间	完成质量情况 (以履约验收报 告为准)
新兴仓储(深圳) 有限公司	新兴仓储运 输项目	60万	2023 年 6 月 1 日	2024 年 5 月 31 日	按时完成
深圳市华晖怡和 国际物流有限公司	华晖仓储运 输项目	26万	2021 年 1 月 1 日	2022 年 12 月 31 日	按时完成
APL LOGISTICS CHINA, LIMITED SHENZHEN BRANCH	APL 物流运输项目	100万	2023 年 9 月 1 日	2024 年 8 月 31 日	按时完成

注:后附相关证明材料(具体要求详见评标信息)

2073.6-1-2024.5-31

集装箱运输合同

甲方: 新兴仓储(深圳)有限公司

地址:深圳市盐田区明珠道 15 号北区 1 号路 6 栋新兴物流园

电话: 0755-2217 5083

传真: 0755-2217 5191

乙方: 深圳市恒通程物流有限公司

地址:深圳市盐田区北山道 260-4号

电话: 0755-26429990

根据中华人民共和国《合同法》等相关法律法规的规定,甲乙双方就乙方向甲方提供盐田监管仓/保税物造园至深圳港各码头集装箱承运服务事宜签订如下合同,以兹共同信守:

一、运输价格

1、双方协商同意运费的结算标准;

盐田一新兴仓一盐田码头

盐田码头一新兴仓一盐田

蛇口一新兴仓一盐田码头

大铲湾一新兴仓一盐田码头

梅林一新兴仓一盐田码头

横岗一新兴仓一盐田码头

坪山一新兴仓一盐田码头

东莞风岗-新兴仓-盐田码头

龙岗广通-新兴仓-盐田码头

盐田一新兴仓一蛇口码头(转关、

蛇口一新兴仓一蛇口码头(转关、

大铲湾一新兴仓一蛇口码头(转关

坪山一新兴仓一蛇口码头(转关、

龙华、横岗一新兴仓一蛇口码头(

盐田一新兴仓一大铲湾码头(转关

蛇口一新兴仓一大铲湾码头(转关

大铲湾一新兴仓一大铲湾码头(转

坪山一新兴仓一大铲湾码头(转关

1

龙华、横岗一新兴仓一大铲湾码头 (转关、压夜)

新兴仓--海关查验场--新兴仓

仓库一盐综保海关查验场一仓库

新兴综合物流园区内移柜

盐综保内仓库一盐保内仓库 (转仓)

盐综保内仓库一盐保内仓库 (转仓)

2、以上报价指运费(含增值税),因甲方原因造成压车,...

- 3、所产生的其他费用另计,如:通关一体化报关费(
- 4、打单费、停车费、仓库杂费、登记费等费用凭发票或相关票据实报实销。
- 5、以下收费标准为 Corning 进出境码头柜项目专用:
 - 1) 盐田码头提重柜-新兴仓-还重
 - 2) 堆场提空柜-新兴仓-还重盐田
 - 3) 盐田码头提重柜-新兴仓-还空
 - 4) 多仓装卸: 一个仓库运费加股
 - 5) 以上费用,运输配置1-2两个
 - 6) 代垫费用(如打单,修柜费)
- 6、上述未列明项目,双方将另行商议确定。

二、货柜控管

- 1、甲方每天提供所有经手托运之货柜大体动态给乙方,以使乙方确定工作量,作好准备并合理安排剩余运力。
- 2、乙方对甲方所交货柜应作必须严格管理和维护,箱体责任以CY-warehouse 和 warehouse-CY(堆场/码头至仓库及仓库至码头/堆场)划分。在货柜未交还给甲方前,如有损坏,乙方应负责将受损货柜维修至完整无缺成赔偿。
- 3、承/拖运过程,双方须保持良好沟通。保障货柜之畅捷运输。

三、权利与义务

甲方的权利与义务:

- 1、甲方的权利:
- 1) 要求乙方按照其指示进行公路运输;
- 2) 合理的时间及间隔对乙方的记录文件、设施进行检查,但应提前两个工作日通知乙方;
- 3) 对乙方及其雇员履行本协议的情况进行监督,对于不符合甲方及其指定客户要求的乙方雇员有权要求更换;
- 4) 有权要求召开与乙方的会议讨论履行本协议的情况,并每季度对乙方的运输服务进行绩效评价并提出相应的改进 建议:
- 5) 审阅乙方在服务期间对运输交货、收货、货物状况等情况的书面报告和月度服务总结报告。
- 2、甲方的义务
- 1)除非本协议另有约定外,甲方应根据本协议之规定按时向乙方支付运费。
- 2) 应提前2个小时给予乙方运输指示。如遇特殊情况,双方协商处理。

乙方的权利与义务:

- 1、乙方的权利;
- 1) 按双方认可的价目表收取运费:
- 2) 了解、获知与履行本协议有关的必要信息(如货物信息、运输地点、运送时间等)。
- 2、乙方的义务:
- 1) 在协议有效期内, 为履行协议而提供所需要的海关监管运输车辆, 派遣具有至少两年以上驾驶本协议下海关监管 车辆经验的驾驶员,并为每辆车辆配备移动电话或其他移动通信设备来确保货物按照甲方运输指示的要求准时、安 全地将甲方要求运输的货物送达至指定地点。

2) 负责并采取所有必要的预防措施、方法及程序来确保货物的安全,严禁未授权人员接触货物,无论乙方是否直接

或间接占有、保管、处理或控制货物。 3) 严格遵守海关监管的各项制度。包括但不限于向海关如实申报、交验单证、接受海关检查和检验、办理海关手续、 监管车辆及监管车辆驾驶员在海关的登记和备案、遵守海关封箱制度、不得在运输途中私自拆箱等,否则乙方应承

担全部责任。如运输途中遇到海关格时要求拆箱检查的,乙方应立即通知甲方。

4) 货物交接: 乙方在承运货物时应检查箱体表面及封条是否完好,是否符合相应货物运输的要求,且在交接单上注 明货物基本状况、如接收货物时发现封条破损、不符合运输要求(包括破损、变形、泄露、潮湿等)等其他不正常 现象的,乙方应立即通知甲方,并在交接单上详细注明情况。乙方未注明上述不正常现象的,则视为货物接收表面 状况良好,如因乙方未详尽注明上述不正常现象导致甲方遭受损失的,则应由乙方承担全部责任。乙方及其雇员不 得在客户的签收单、情况说明等书面材料上做出与事实不符、不利于甲方的说明、签名确认等,否则乙方应承担全 部责任。

5) 乙方应尽量选择高速公路、国道或高等级公路等对甲方及其客户货物较安全的方式行车。车辆在运输货物时发生 意外事故的,其车辆损失及人员伤亡由乙方自行负责,造成第三方财产损失和伤亡的,乙方应当予以补偿并在此同

意保护和不使甲方承担任何责任。

- 6) 如遇交通事故成集装箱箱体破损等致使货物破损等其他事故需要向保险公司或客户或政府部门进行解释或提供证 明的,乙方应积极配合甲方处理相关事宜,并根据甲方需要提供相关文件(包括但不限于证据文件、情况说明、签 收单等)。乙方应自签收记录、交接单签收之日和相关情况说明出具之日起三年内妥善、良好保存上述文件。如因 乙方未能及时提供上述文件或未能妥善保存上述文件导致甲方遭受第三方索赔、诉讼而对第三方进行赔偿的,乙方 应赔偿甲方由此遭受的损失。
- 7)定期对运输工具车辆进行必要维护,并定期加强其雇员道德、安全、技能方面的培训、从事海关监管车辆运输方 面的必要培训和日常管理。如甲方要求更换交通工具车辆和雇员的,乙方应确保在三个工作日内予以撤换。
- 8) 乙方仅为一家向甲方提供服务的承运商(非唯一性)。在任何情况下,未经甲方事先书面同意,乙方(包括其雇 员、代理人、员工)不得向第三方直接或间接表示其与甲方间的关系(如代理关系、承包关系等身份)
- 9) 乙方提供的电子关锁需符合益田综合保税区海关系统及闸口操作要求,且需提供正确的电子关锁信息给甲方用于 据战。
- 10) 乙方每日以 E-Mail 方式,向甲方提供运费清单(按甲方要求的格式)

四、陈述及保证

1、乙方保证其在中国拥有合法、有效的登记,且此登记在本协议有效期内保持有效。乙方保证具备国家工商行政管 理部门颁发的经营公路货物运输的营业执照和其他与履行本协议相关的资质、许可证。

2、乙方在签订本协议时应保证:

- 1)签署及履行本协议下的权利和义务。不会与任何法律、法规、法庭判决、命令、授权、协议、适用义务发生冲突 或导致任何限制:
- 2) 已经从政府、其它权威机构、股东或债权人得到与本协议的签署、生效及履行相关的授权,且此授权在本协议有 效期内保持有效;
- 3) 就其所知,在签订本协议时,应确保未面临或未将面临可能会对其资产或其在本协议下应对甲方的义务造成实质 性影响的, 针对其本身或设备或资产的诉讼、仲裁或行政程序;
- 3、乙方保证向甲方提供服务的所有交通工具车辆是合法、良好、符合货物安全运输要求、确保能够满足本协议的目 的, 井符合中国的有关安全指引的要求和/或现行法律的规定的。如交通工具车辆进行维修期间乙方应提供同等类型 的交通工具车辆以保证货物及时、安全运输; 如乙方雇员请假或因其他原因无法按期运送货物的, 乙方应妥善安排 并事先通知甲方。
- 4、乙方保证未经甲方书面同意下不得以任何理由扣留、留置、质押、拍卖、变卖甲方及甲方客户的货物,否则由此 产生的全部责任由乙方自行承担。
- 5、乙方承认甲方或甲方固定客户的运输操作程序(SOP)、要求和安全程序要求规范为本协议必要不可缺的一部分。 并保证乙方及其雇员将严格按照上述规定进行运输。
- 6、乙方保证并为其雇员在本协议期间的行为承担责任及经济赔偿责任。任何情况下乙方的雇员将不得以任何理由而 视作与甲方存在事实劳动关系或劳务关系。

五、运输责任及其限制

- 1、乙方应负责:
- 货物的丢失或损坏的责任期限,从乙方占有、控制、接收或按照运输指示对于货物进行处理时到将货物送到指定 收货人为止。
- 2) 收发货物过程中发生的错误及延迟。
- 3) 错误执行运输指示和/或甲方管理员的指示。
- 4) 为乙方直接或间接雇佣或聘请的雇员、代理人的所有行为或过失。

- 5) 违反本协议之规定,导致甲方直接或间接产生的成本、利润的损失、损坏、损失或费用(包括索赔需要的法律费 用) 等。
- 2、对于在向甲方提供服务的过程中产生的或与提供服务相关的,由甲方支付给任何第三方的花费(包括但不限于法 律费用),损失、损坏、要求、费用或责任,乙方应在收到甲方正式索赔三十天内予以解决。
- 乙方对货物丢失、损坏及因乙方或其雇员的过失或故意导致货物延迟所造成的损失承担赔偿责任。
- 4、乙方对甲方的赔偿责任应按照中华人民共和国法律法规规定进行赔偿。乙方不得援用其标准条款或行业标准对其 承担的责任进行任何限制,也不得采用任何其他变相方式对本协议明确的责任限制进行更改,除非双方授权代表对 本协议就责任限制进行修改并经公司盖章予以确认。

六、费用结算

- 1、货物运输费用清单每周核对一次 , 自本协议生效之日起的第一个自然月起, 乙方于每个自然月 5 号前将上一自 然月的运费清单明细传真或以邮件方式与甲方核对:
- 2、运费按月结算,甲方将运费清单核对无误后,乙方开具合法有效的货物运输业增值税专用发票给甲方后 30 天内 向乙方支付上一自然月的运费;
- 3、支付方式为银行转账付款。
- 4、在甲方向乙方支付服务费之前,甲方有权抵消、扣除或暂扣应由乙方向甲方支付的款项(包括与税金等相关的款 项)。甲方在行使该权利时,应及时通知承运方。
- 5、乙方在甲方安排运输中所产生的费用(包含打单费,转关费,港口建设费,保安费,码头查柜费,熏蒸费,柜租, 仓租, 吊柜费, 压车费, 快速扫描费, 押金等) 需给予代垫, 并两日内以电部方式告知甲方, 以上费用凭发票实报实 铕.
- 6、由于乙方原因所产生的额外费用,则由乙方承担。

七、责任免除

- 1、甲方的责任免除
- 1) 甲方除了拥有本协议约定的免责或豁免权利之外,由于包括但不限于下列原因导致乙方的损失和/或损坏外,甲 方将不负有任何责任。
- ①乙方的错误行为或疏忽:
- ②游从乙方的建议。
- ③乙方对于运输单位或其它事项的描述错误、不正确、不准确或不充分。 ④由乙方或其代理人对货物进行搬移、装载、储存或卸货;
- ③任何原因导致的部分或普遍的罢工、工厂关闭、停产或劳动力限制等;
- ⑥本协议规定下的不可抗力;
- ⑦火灾,除非由于甲方的过失或放任造成的;
- ③甲方在合理谨慎的情况下,仍然不可避免的事件。
- 2) 如乙方、乙方的廣吳在乙方的场所或者在甲方看管和/或控制下的场所和/或设施中工作时受到人身伤害和/或死 亡,则除非乙方可以证实相关人身伤害或死亡是由于甲方或其雇员的重大过失或故意造成的,否则乙方应免除甲方 的相关责任和/或确保甲方的利益不会受到损害。

2、乙方的责任免除

- 对于下列情况导致的货物的灭失、损坏、交货失误或延迟交货, 乙方将不负有任何责任:
- 1) 客户、货主、客户或货主的代理人或者交货人的故意、过错、或过失行为。
- 2) 货物的包装或标识和/或数目不充分、不正确或不符合相关法律法规的强制性规定。
- 3) 由于客户、货主或他们的代理人所进行的搬移、装载、堆存、卸载货物而造成货物的损坏及损失。
- 4) 货物的内在缺陷。
- 5) 本协议规定下的不可抗力。
- 6) 政府行为(包括但不限于海关检查、检疫检查、法院扣押、法院拍卖等)。如乙方事先得知政府需采取此类行为
- 的,乙方应立即通知甲方或其客户、货主,否则不得免除乙方的相关责任,除非该政府行为是无法预知的。
- 7) 因第三方原因造成货物在乙方运输期间发生的一切损失不得作为乙方的免责事由。

八、不可抗力

如一方当事人未能履行或延迟履行本合同义务。其原因是非其过失且超出其合理控制下的事件造成的,包括但不限 于自然灾害、政府行为成限制、战争、类似战争状态、敌对、制裁、革命、暴乱、瘟疫、流行病、水灾、洪水、台 风、码头罢工等,该当事人不必对此承担责任。一旦发生上述事件,遭受方应立即在24小时内通知另一方,并在上 遂事件结束时立即采取合理措施继续履行本合同。继续履行的时间应加以廷长,所延长的时间为因上述事件造成运 输延迟的时间。

九、保密义务

- 1、在本协议有效期内或有效期结束后,乙方承认本协议的订立与执行可能涉及某些保密信息,乙方在没有得到甲方的书面认可的情况下,不得向任何第三方泄露这些信息。乙方如向第三方披露保密信息即会损害甲方的利益。这些保密信息包括但不限于客户名称、货物信息、报价、费用、商业计划和进展、财务信息和数据、销售数据、技术数据和其他标有"保密"和"私有"的其他文件。乙方同意:
- 1) 除履行本合同外,不使用保密信息:
- 2) 不将保密信息透露给第三方:
- 3) 将甲方的保密信息视作自己的保密信息一样重视对待,并建立并维持有效的安全措施,以防止未经授权者接触或使用甲方的保密信息;
- 4)本协议终止后立即将所有与保密信息有关的文件和材料交付甲方,或应甲方要求在甲方指派人员在场的情况下销 致载有保密信息的文件和材料;
- 5) 乙方如收到法律或法院、司法机关或政府部门的书面通知要求公开此信息的,乙方应立即通知甲方,如甲方出于正当理由拒绝这样的要求,则乙方应给予协助。
- 上述禁止保密信息公开和使用的规定不适用:
- 1) 一方当事人证明其已预先获悉该保密信息;
- 2) 该信息从不负有保密义务的第三方合法获取:
- 3) 该信息已经公开:
- 4) 为要求本协议规定的权力得以执行或补偿而在诉讼过程中出示的信息。
- 2、本条款在协议终止后或届满后三年内仍然有效,对双方当事人均有约束力。如乙方或其管理人员、雇员未能遵守本条款的,则乙方应赔偿甲方因此遭受的全部损失,包括但不限于法律费用、经济损失及其它费用。

十、法律适用

本协议的适用和解释遵循中华人民共和国法律法规。

十一、协议期限和终止

- 1、本合同有效期自 2023 年 6 月 1 日至 2024 年 5 月 31 日止,合同期満,若双方无异议,合同则签订续签协议。
- 2、本协议的任何当事方因下列事项的发生可以通过向另一方发出书面通知而立即终止本合同:
- 1) 甲方未能够支付或漏付与本协议有关的或由于本协议发生的款项;
- 2)由乙方做出或有理由相信由乙方做出的、与本协议相关的陈述或保证等被证明是错误的或者具有误导性质。或承运方未能遵守其陈述或保证导致甲方由此遭受重大经济损失或危及甲方信誉名声的。
- 3)乙方未能确保乙方及其雇员严格按照甲方及其固定客户的标准操作程序、要求和安全运输程序、要求进行运输的, 且收到甲方两次书面警告后仍无明显改善的;
- 4) 乙方两次未能通过甲方对其的定期绩效评估:
- 5)任何一方当事方未能够遵守或履行任何协议,且违约方在收到未违约方书面要求违约方纠正违约行为的通知后十 (10)日内仍未能采取有效措施纠正其违约行为或未能采取补数措施和方案的,除非违约方的违约是因为未违约方 先前的其他违约行为造成的。
- 6) 终止协议的一方有理由相信另一方:
- ①已经或威胁将停止交易或者将其业务和/或财产(全部、部分或者与本协议相关的部分)从中国转移到其它地方;
- ②破产或无力偿还到期债务;
- ③已由破产管理人、行政管理人或者指定接管人负责处理或接管其全部或部分的资产或业务;
- ④与债权人等达成和解或调解协议或者接受与债务相关的类似协议:
- ⑤做出解散、破产或其它类似决定,或者存在任何与解散、破产相关的法律诉讼:
- 7) 乙方的组织结构或性质发生了重大变化。
- 3、如乙方不接受甲方做出的修改、修订或权利放弃等。且甲方未在合理时间内收到任何表明乙方接受此类修改、修订或权利放弃等的书面通知、甲方有权单方面终止本协议、但应提前查个月通知乙方。
- 4、如甲方的策略变更对于本协议产生直接、重大的影响,甲方需终止该项业务时,应提前三十(30)天向乙方发出 书面通知。经乙方核实认可,则这种协议终止是合理的,且不会导致甲方对乙方负有任何责任。
- 5、本协议终止后,双方应对所有应付费用进行结算支付。甲方有权按照本协议之相关规定将承运方应赔偿、支付给甲方的相关费用在甲方应支付给承运方的费用中抵扣,但应在费用结算时将抵扣费用加以列明。
- 6、终止本合同不视作放弃本协议终止之前双方当事人未行使的权利或未履行的义务,这些权利和义务在本协议终止 后将继续有效,并继续对双方有约束力。

十二、其他

1、除非事先得到甲方的书面认可,否则乙方不能将本协议的权利及义务转让给其它方,不管是主动、被动或通过法律程序,未经甲方事先书面同意,乙方不得将本协议下的运输业务部分或全部分包给第三方,否则乙方应承担由此

造成的全部责任;如甲方书面同意乙方将其为甲方服务的业务分包的,乙方仍应对其分包商服务期间的所有行为负

责,在此情况下,乙方不得以甲方同意其分包作为承运方免除责任的理由。 2、本合同一式两份,甲、乙双方各执壹份存档各案。 3、本合同如有附件,经双方同意和签署后,为本合同内容之一部分,本协议内容之任何增删修改,均须经双方同意 和签署,始得有效。

4、若甲乙双方对于在合同履行过程中发生争议,应先友好协商,如协商不成,任何一方可向甲方所属地区法院提起 诉讼。

甲方签署及盖章

姓名:

日期:

乙方签署及盖章

日期:

B

集装箱运输合同

甲方:深圳市华辉怡和国际物流有限公司

地址:深圳市盐田港保税物流园区南片区华晖仓

电话: 0755-25287266

传真: 0755-25287201

乙方: 深圳市恒通程物流有限公司

地址:深圳市盐田区北山道 260-4

电话: 0755-26429990 0755-25273556

传真: 0755-26429991

根据中华人民共和国《合同法》等相关法律法规的规定,甲乙双方就乙方向甲方提供盐田监管仓/保税物造园至 深圳港各码头集装箱承运服务事宜签订如下合同,以兹共同信守;

一、运输价格

1、码头柜报价;

盐田一华晖仓一盐田码头

蛇口一华晖仓一盐田码头

华南物流一华晖仓一盐田码头

模岗一华晖仓一盐田码头

坪山一华晖仓一盐田码头

盐田一华晖仓一蛇口码头(转关、

蛇口一华晖仓一蛇口码头(转关、

大铲湾一华晖仓—蛇口码头 (转关

大铲湾一华晖仓一大铲湾码头 (转

盐田一华晖仓一大铲湾码头 (转关

蛇口一华晖仓一大铲湾码头(转关

- 2、转关柜的报
- 3、返空费按运
- 4、补料费按 R
- 5、园区内转仓

说明:以上费用为完成一段流程的全程报价。价格表中费用为纯运费(开增值税专用发票),不含任何杂费; 如船公司制单费、关场费、停车费、报转关费、港建费、保安费、入闸费、进仓费等其它费用由客户承担(需提供 相应发票,实报实销)。

5、打单费、停车费、仓库杂费、登记费等费用凭发票或相关票据实报实销。

制市角沙

高端沿分

6、上述未列明项目,双方将另行商议确定。

二、货柜控管

- 1、甲方每天提供所有经手托运之货柜大体动态给乙方,以使乙方确定工作量,作好准备并合理安排剩余运力。
- 2、乙方对甲方所交货柜应作必须严格管理和维护,箱体责任以 CY-warehouse 和 warehouse-CY (堆场/码头至仓
- 库 及 仓库至码头/堆场)划分。在货柜未交还给甲方前,如有损坏,乙方应负责将受损货柜维修至完整无缺或赔偿。
- 3、承/拖运过程,双方须保持良好沟通,保障货柜之畅捷运输。

三、权利与义务

甲方的权利与义务。

- 1、甲方的权利:
- 1) 要求乙方按照其指示进行公路运输;
- 2) 合理的时间及间隔对乙方的记录文件、设施进行检查,但应提前两个工作日通知乙方;
- 3) 对乙方及其雇员履行本协议的情况进行监督,对于不符合甲方及其指定客户要求的乙方雇员有权要求更换;
- 4)有权要求召开与乙方的会议讨论履行本协议的情况,并每季度对乙方的运输服务进行绩效评价并提出相应的改进建议;
- 5) 审阅乙方在服务期间对运输交货、收货、货物状况等情况的书面报告和月度服务总结报告。
- 2、甲方的义务
- 1)除非本协议另有约定外,甲方应根据本协议之规定按时向乙方支付运费。
- 2) 应提前2个小时给予乙方运输指示。如遇特殊情况,双方协商处理。
- 乙方的权利与义务:
- 1、乙方的权利:
- 1) 按双方认可的价目表收取运费;
- 2) 了解、获知与履行本协议有关的必要信息(如货物信息、运输地点、运送时间等)
- 2、乙方的义务:
- 1)在协议有效期內,为履行协议而提供所需要的海关监管运输车辆。源遣具有至少两年以上驾驶本协议下海关监管车辆经验的驾驶员。并为每辆车辆配备移动电话或其他移动通信设备来确保货物按照甲方运输指示的要求准时、安全地将甲方要求运输的货物送达至指定地点。
- 2) 负责并采取所有必要的预助措施、方法及程序来确保货物的安全,严禁未授权人员接触货物,无论乙方是否直接或间接占有、保管、处理或控制货物。
- 3) 严格遵守海关监管的各项制度,包括但不限于向海关如实申报、交验单证、接受海关检查和检验、办理海关手续、监管车辆及监管车辆驾驶员在海关的登记和各案、遵守海关封箱制度、不得在运输途中私自拆箱等,否则乙方应承担全部责任。如运输途中遇到海关临时要求拆箱检查的,乙方应立即通知甲方。
- 4)货物交接: 乙方在承运货物时应检查箱体表面及封条是否完好,是否符合相应货物运输的要求,且在交接单上注明货物基本状况,如接收货物时发现封条破损、不符合运输要求(包括破损、变形、泄露、潮湿等)等其他不正常现象的,乙方应立即通知甲方,并在交接单上详细注明情况。乙方未注明上述不正常现象的,则视为货物接收表面状况良好,如因乙方未详尽注明上述不正常现象导致甲方遭受损失的,则应由乙方承担全部责任。乙方及其雇员不得在客户的签收单、情况说明等书面材料上做出与事实不符、不利于甲方的说明、签名确认等。否则乙方应承担全部责任。
- 5) 乙方应尽量选择高速公路、国道或高等级公路等对甲方及其客户货物较安全的方式行车。车辆在运输货物时发生 意外事故的。其车辆损失及人员伤亡由乙方自行负责,造成第三方财产损失和伤亡的。乙方应当予以补偿并在此同 查保护和不使甲方承担任何责任。
- 6)如遇交通事故或集装箱箱体破损等致使货物破损等其他事故需要向保险公司或客户或政府部门进行解释或提供证明的,乙方应积极配合甲方处理相关事宜,并根据甲方需要提供相关文件(包括但不限于证据文件、情况说明、签收单等)。乙方应自签收记录、交接单签收之日和相关情况说明出具之日起三年内妥善、良好保存上述文件。如因乙方未能及时提供上述文件或未能妥善保存上述文件导致甲方遭受第三方索赔、诉讼而对第三方进行赔偿的。乙方应赔偿甲方由此遭受的损失。
- 7) 定期对运输工具车辆进行必要维护。并定期加强其雇员道德、安全、技能方面的培训、从事海关监管车辆运输方面的必要培训和日常管理。如甲方要求更换交通工具车辆和雇员的。乙方应确保在三个工作日内予以撤换。
- 8)乙方仅为一家向甲方提供服务的承运商(非唯一性)。在任何情况下,未经甲方事先书面同意,乙方(包括其雇员、代理人、员工)不得向第三方直接或同接表示其与甲方间的关系(如代理关系、承包关系等身份)。
- 9) 乙方每日以 E-Mail 方式,向甲方提供运费清单(按甲方要求的格式)

四、陈述及保证

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- 1、乙方保证其在中国拥有合法、有效的登记,且此登记在本协议有效期内保持有效。乙方保证具备国家工商行政管 理部门颁发的经营公路货物运输的营业执阻和其他与履行本协议相关的资质、许可证。
- 2、乙方在签订本协议时应保证:
- 1) 签署及履行本协议下的权利和义务,不会与任何法律、法规、法庭判决、命令、授权、协议、适用义务发生冲突 或导致任何限制:
- 2)已经从政府、其它权威机构、股东或债权人得到与本协议的签署、生效及履行相关的授权。且此授权在本协议有 效期内保持有效:
- 3) 就其所知。在签订本协议时,应确保未面临或未将面临可能会对其资产或其在本协议下应对甲方的义务造成实质 性影响的,针对其本身或设备或资产的诉讼、仲裁或行政程序:
- 3、乙方保证向甲方提供服务的所有交通工具车辆是合法、良好、符合货物安全运输要求、确保能够满足本协议的目 的。并符合中国的有关安全指引的要求和/或现行法律的规定的。如交通工具车辆进行维修期间乙方应提供同等类型 的交通工具车辆以保证货物即使、安全运输;如乙方雇员请假或因其他原因无法按期运送货物的,乙方应妥善安排 并事先通知甲方。
- 4、乙方保证未经甲方书面同意下不得以任何理由扣留、留置、质押、拍卖、变卖甲方及甲方客户的货物,否则由此 产生的全部责任由乙方自行承担。
- 5、乙方承认甲方或甲方固定客户的运输操作程序(SOP)、要求和安全程序要求规范为本协议必要不可缺的一部分。 并保证乙方及其雇员将严格按照上述规定进行运输。
- 6、乙方保证并为其雇员在本协议期间的行为承担责任及经济赔偿责任。任何情况下乙方的雇员将不得以任何理由而 视作与甲方存在事实劳动关系或劳务关系。

五、运输责任及其限制

- 1、乙方应负责:
- 1) 货物的丢失或损坏的责任期限,从乙方占有、控制、接收或按照运输指示对于货物进行处理时到将货物送到指定 收货人为止。
- 2) 收发货物过程中发生的错误及延迟。
- 3) 错误执行运输指示和/或甲方管理员的指示。
- 4) 为乙方直接或间接雇佣或聘请的雇员、代理人的所有行为或过失。
- 违反本协议之规定,导致甲方直接或间接产生的成本、利润的损失、损坏、损失或费用(包括索赔需要的法律费 用) 等。
- 2、对于在向甲方提供服务的过程中产生的或与提供服务相关的,由甲方支付给任何第三方的花费(包括但不限于法 律费用),损失、损坏、要求、费用或责任,乙方应在收到甲方正式索赔三十天内予以解决。
- 3、乙方对货物丢失、损坏及因乙方或其雇员的过失或故意导致货物延迟所造成的损失承担赔偿责任
- 4、乙方对甲方的赔偿责任应按照中华人民共和国法律法规规定进行赔偿。乙方不得援用其标准条款或行业标准对其 承担的责任进行任何限制,也不得采用任何其他变相方式对本协议明确的责任限制进行更改,除非双方授权代表对 本协议就责任限制进行修改并经公司盖章予以确认。

六、费用结算

- 货物运输费用清单每周核对一次 , 自本协议生效之日起的第一个自然月起。乙方于每个自然月5号前将上一自 然月的运费清单明细传真或以邮件方式与甲方核对;
- 2、运费按月结算,甲方将运费清单核对无误后,乙方开具合法有效的货物运输业增值税专用发票给甲方后 30 天内 向乙方支付上一自然月的运费;
- 3、支付方式为银行转账付款。
- 4、在甲方向乙方支付服务费之前,甲方有权抵消、扣除或智扣应由乙方向甲方支付的款项(包括与税金等相关的款 项)。甲方在行使该权利时,应及时通知承运方。
- 5、乙方在甲方安排运输中所产生的费用(包含打单费,转关费,港口建设费,保安费,码头查柜费,熏蒸费,柜租, 仓租,吊柜费,压车费,快速扫描费,押金等)需给予代垫,并两日内以电邮方式告知甲方,以上费用凭发票实报实
- 6、由于乙方原因所产生的额外费用,则由乙方承担。

七、责任免除

- 1、甲方的责任免除
- 1) 甲方除了拥有本协议约定的免责或豁免权利之外,由于包括但不限于下列原因导致乙方的损失和/或损坏外,甲 方将不负有任何责任:
- ①Z.方的错误行为或疏忽:
- ②道从乙方的建议:
- ③乙方对于运输单位或其它事项的描述错误、不正确、不准确或不充分:

⑤任何原因导致的部分或普遍的罢工、工厂关闭、停产或劳动力限制等:

⑥本协议规定下的不可抗力:

⑦火灾,除非由于甲方的过失或放任造成的:

⑧甲方在合理谨慎的情况下,仍然不可避免的事件。

2) 如乙方、乙方的雇员在乙方的场所或者在甲方看管和/或控制下的场所和/或设施中工作时受到人身伤害和/或死亡,则除非乙方可以证实相关人身伤害或死亡是由于甲方或其雇员的重大过失或故意造成的,否则乙方应免除甲方的相关责任和/或确保甲方的利益不会受到损害。

2、乙方的责任免除

对于下列情况导致的货物的灭失、损坏、交货失误或延迟交货, 乙方将不负有任何责任:

1) 客户、货主、客户或货主的代理人或者交货人的故意、过错、或过失行为。

- 2) 货物的包装或标识和/或数目不充分、不正确或不符合相关法律法规的强制性规定。
- 3) 由于客户、货主或他们的代理人所进行的搬移、装载、堆存、卸载货物而造成货物的损坏及损失。
- 4) 货物的内在缺陷。
- 5) 本协议规定下的不可抗力。
- 6) 政府行为(包括但不限于海关检查、检疫检查、法院扣押、法院拍卖等)。如乙方事先得知政府需采取此类行为
- 的,乙方应立即通知甲方或其客户、货主,否则不得免除乙方的相关责任,除非该政府行为是无法预知的。
- 因第三方原因造成货物在乙方运输期间发生的一切损失不得作为乙方的免责事由。

八、不可抗力

如一方当事人未能履行或延迟履行本合同义务。其原因是非其过失且超出其合理控制下的事件造成的。包括但不限于自然灾害、政府行为或限制、战争、类似战争状态、敌对、制裁、革命、摹乱、瘟疫、流行病、水灾、洪水、台风、码头罢工等。该当事人不必对此承担责任。一旦发生上述事件。遭受方应立即在24小时内通知另一方。并在上述事件结束时立即采取合理措施继续履行本合同。继续履行的时间应加以延长、所延长的时间为因上述事件造成运输延迟的时间。

九、保密文条

- 以 在本协议有效期内或有效期结束后。乙方承认本协议的订立与执行可能涉及某些保密信息。乙方在没有得到甲方的书面认可的情况下,不得向任何第三方泄露这些信息。乙方如向第三方披露保密信息即会损害甲方的利益。这些保密信息包括但不限于客户名称、货物信息、报价、费用、商业计划和进展、财务信息和数据、销售数据、技术数据和其他标有"保密"和"私有"的其他文件。乙方同意;
- 1) 除履行本合同外,不使用保密信息;
- 2) 不将保密信息透露给第三方:
- 3) 為甲方的保密信息製作自己的保密信息一样重视对待,并建立并维持有效的安全措施,以防止未经授权者接触或使用甲方的保密信息;
- 4)本协议终止后立即将所有与保密信息有关的文件和材料交付甲方,或应甲方要求在甲方指派人员在场的情况下销 毁载有保密信息的文件和材料。
- 5) 乙方如收到法律或法院、司法机关或政府部门的书面通知要求公开此信息的, 乙方应立即通知甲方, 如甲方出于 正当理由拒绝这样的要求, 则乙方应给予协助。
- 上述禁止保密信息公开和使用的规定不适用:
- 1) 一方当事人证明其已预先获悉该保密信息:
- 2) 该信息从不负有保密义务的第三方合法获取;
- 3) 该信息已经公开:
- 4) 为要求本协议规定的权力得以执行或补偿而在诉讼过程中出示的信息。
- 2、本条款在协议终止后或届满后三年内仍然有效,对双方当事人均有约束力。如乙方或其管理人员、雇员未能遵守本条款的。则乙方应赔偿甲方因此遭受的全部损失,包括但不限于法律费用、经济损失及其它费用。

十、法律适用

本协议的适用和解释遵循中华人民共和国法律法规。

十一、协议则限和终止

- 1、本合同有效期自2021年1月1日至2022年12月31日止,合同期满,若双方无异议,合同则签订续签协议。
- 2、本协议的任何当事方因下列事项的发生可以通过向另一方发出书面通知面立即终止本合同:
- 1) 甲方未能够支付或漏付与本协议有关的或由于本协议发生的款项:

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海江田 二

A Sugar

DATE OF AGREEMENT: Sep 1, 2023

SERVICE AGREEMENT

Between

APL LOGISTICS CHINA, LIMITED SHENZHEN BRANCH

And

SHENZHEN HENGTONGCHENG LOGISTICS CO., LTD 深圳市恒通程物流有限公司

Page 1



SERVICE AGREEMENT

This Service Agreement (together with any attachments, exhibits which are fully incorporated by reference, hereinafter the "Agreement") is entered into as of Sep 1, 2023 between:

- (1) APL Logistics China, Limited Shenzhen Branch, a corporation having its principal place of business at Suite 8A-8C, 8/F, Yantian Science & Technology Building, Interaction of Haijing 2nd Road and Xiehe Road, Shatoujiao, Yantian District, PRC ("APLL"); and
- (2) Shenzhen Hengtongcheng Logistics Co., Ltd 深圳市恒通程物流有限公司, ("the Contractor") a corporation duly organized and existing under the laws of People's Republic of China ("PRC") and having its principal place of business at No 264-4, Beishan Road, Yantian District, Shenzhen, PRC.

WHEREAS:

- (A) APLL is a cargo consolidator engaged in operating an international cargo consolidation service and is desirous of contracting certain drayage services as further described in this Agreement for its containers in People's Republic of China ("the Territory").
- (B) The Contractor desires to furnish such service pursuant to the terms of this Agreement in the Territory and is licensed to perform such service in the Territory.

Now therefore, the parties <u>HERETO AGREE AND UNDERTAKE</u> as follows:

ARTICLE 1. CONTRACTOR'S SERVICE

The Contractor shall, during the term of this Agreement, perform for APLL the services for drayage throughout the Territory on the on-going basis described in Article 2 ("Work"). The Work shall be performed in an efficient, workmanlike, accurate and timely manner based on the Service Standard attached hereto and to which both parties have agreed upon ("Service Standard"). For the avoidance of any doubt, the entering into of this Agreement by APLL for the term of the Agreement as defined in Article 5 shall not prevent APLL from entering into Agreements with other Contractors for the same or similar services during the said term.

ARTICLE 2. CONTRACTOR'S WORK AND COMPENSATION

- (A) The Work subject to this Agreement is as follows:
 - The Contractor will provide drayage services when requested by APLL; but APLL shall not be required to provide any minimum volume of cargo to the Contractor.

- (2) The Contractor will be well prepared for, ready and willing to receive and perform all of APLL's instructions and/or requirement by deploying pertinent staffs, trucks and required equipment as clearly defined in the Service Standard.
- (3) APLL will evaluate the Contractor's service performance against the Service Standard and APLL shall be entitled, at APLL's sole discretion, to increase or decrease the workload share based on the evaluation above.
- (B) For the Work rendered by the Contractor pursuant to this Agreement, APLL shall pay the Contractor in accordance with the provisions stated in Exhibit A hereto and by this reference incorporated herein. The Contractor shall not be entitled to any other compensation for the Work performed under this Agreement unless otherwise expressly stated in this Agreement or expressly agreed to by both parties signed in writing. The Contractor shall provide equipment for APLL business and other things necessary to complete the Work except to the extent of equipment which APLL may supply.

ARTICLE 3. TIMELY PERFORMANCE

The Contractor shall, within a time period specified by APLL complete the Work as required by APLL. If a time period is specified by APLL, then the Work must be completed within that time period. If no such time period is specified by APLL, then the Work must be completed promptly. Time for the performance by the Contractor of its obligations and rights is of essence to this Agreement.

Should the Contractor fail, unsatisfactorily perform, refuse or neglect to perform the Work within the time period specified by APLL or promptly under this Agreement when required by APLL, APLL may render or undertake the performance thereof or seek another Contractor for the performance thereof (but is not obliged to do so) and the Contractor shall be liable for any additional expenses thereby incurred by APLL above those expenses which would have been incurred by APLL if the Contractor had not failed to perform. This provision shall be without prejudice to APLL's rights to claim for all rights and reliefs available to it at law and to claim for all other losses and damages suffered by APLL including but not limited to APLL's right to recover from the Contractor all damages occasioned thereby, including all legal fees and costs on full indemnity basis incurred to mitigate damages sustained or to effect recovery thereof.

ARTICLE 4. LOCATION OF WORK

The Contractor shall perform the Work for APLL at locations approved/designated by APLL from time to time in the Territory.

ARTICLE 5. TERM AND TERMINATION

(A) This Agreement shall become effective as of the date first above written and will continue in effect for a twelve (12) month period ("Initial Term") and shall be subject to amendment from time to time by mutual agreement in writing covering specific periods of time ("Amendment Term"). This Agreement

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shall be renewable automatically for one year ("Extended Term") unless either party gives the other notice in writing of its intention not to extend the Agreement 60 days (or such other time as may be mutually agreed between the parties) prior to the expiry of the initial term or any Extended Term, as the case may be.

- (B) Unless otherwise specified in this Agreement (including Exhibits and Appendix), this Agreement may be sooner terminated by either party upon giving at least thirty (30) days (or such other time as may be mutually agreed between the parties) prior written notice to the other party with or without cause.
- (C) In the event that the Contractor is in breach of any term of this Agreement or the Contractor's performance level does not meet the Service Standard, or the Contractor has acted in a manner materially prejudicial to APLL as reasonably determined by APLL, APLL may terminate this Agreement immediately by written notice and this Agreement shall be terminated without prejudice to any claims, rights or reliefs of APLL and to claim for all other losses and damages suffered by APLL including but not limited to APLL's right to recover from the Contractor all damages occasioned thereby, including all legal fees and costs on full indemnity basis incurred to mitigate damages sustained or to effect recovery thereof.

ARTICLE 6. CONTRACTOR'S PERSONNEL

The Contractor shall employ or subcontract and direct all persons performing any service hereunder, and such persons shall be and remain the sole employees of and subject to the control and direction of the Contractor and shall not be the employees of or subject to the control and direction of APLL, it being the intention of the parties hereto that the Contractor shall be and remain an independent contractor and that nothing herein contained shall be construed as being inconsistent with that status. For avoidance of doubt, the Contractor shall be fully responsible for all its obligations under this Agreement including any subcontracted obligations.

The Contractor represents that now and during the term of this Agreement, it shall provide proper training for its staff and shall retain the services of such competent personnel as may be appropriate or necessary for the proper performance of the Work hereunder. The Contractor shall upon APLL's request, remove intemperate employee from APLL work.

ARTICLE 7. WARRANTY

The Contractor hereby warrants that the services, staff, equipment and facility for performance of Work, provided hereunder by the Contractor and its subcontractors shall (A) conform to customarily accepted standards of care and practice appropriate to the nature of the services required and rendered, (B) comply in all respects with the Service Standard of this Agreement, (C) be suitable for the intended purpose of the Work, and (D) be competent and appropriate for the Work required.

ARTICLE 8. IMMEDIATE RECTIFICATION

Without prejudice to any of APLL's rights in this Agreement (including Article 5 (C)) and/or at law, the Contractor agrees to, at its own expense, immediately rectify or reperform any service it provides which does not conform to the Service Standards hereof, upon notification by APLL or upon the Contractor's discovery of such non-conformance, whichever comes first.

ARTICLE 9. LIMITATION OF LIENS

The Contractor shall not at any time, directly or indirectly, create, incur or suffer to exist any lien, charge or other encumbrance whatsoever or any claim on or with respect to the cargo and/or equipment of APLL or the cargo and/or equipment of any party, or any part thereof. The Contractor agrees that it shall not have a lien or charge on any such cargo and/or equipment or any part thereof, for the compensation payable to it by APLL under this Agreement.

ARTICLE 10. CONTAINER & EQUIPMENT

Upon receipt from time to time of a written direction from APLL requiring delivery of all or specified items of cargo and/or equipment, the Contractor shall forthwith deliver such cargo and/or equipment, clean and in the same condition as when received by the Contractor, ordinary wear and tear excepted, to the facility designated in the direction.

ARTICLE 11. SECURITY

The Contractor shall exercise due care and take all necessary precautions at all times during which the Contractor has possession, custody, or control of cargo and/or equipment, it received from APLL or APLL's agents or any other cargo and/or equipment ("the cargo and/or equipment") and to protect the cargo and/or equipment to whomsoever they belong, from loss or damage by theft, vandalism, fire, water deterioration and other causes to the extent within the Contractor's Control.

ARTICLE 12. INDEMNITY

- (A) As between the parties, the Contractor assumes and shall bear any and all risk of loss, damage or destruction to the cargo and/or equipment at all times while such cargo and/or equipment is in the possession, custody or control of the Contractor hereunder. The cargo and/or equipment shall be considered to be in the possession of Contractor from the time the cargo and/or equipment is received by the Contractor until it is returned to APLL or interchanged to a designated motor or rail carrier, or other APLL designee.
- (B) The Contractor covenants and agrees to protect, indemnify and hold harmless APLL and APLL agents from and against all claims, suits, actions, fines, liability, loss, damage, cost and expense, including all legal fees and costs on full indemnity basis, that may be suffered or incurred by APLL or APLL agents, its affiliates, agents and employees, arising out of or in respect of (i) Contractor's breach of or failure to perform under this Agreement; (ii) injury to or death of any person, or damage to or loss or destruction of any tangible personal property arising out of the Contractor's performance of this Agreement; (iii) Claims caused by or resulting from Contractor's and/or its

employee, agents, or subcontractors' negligent acts or omissions, or willful misconduct, and (iv) the Contractor's failure to comply with any applicable laws or regulations.

ARTICLE 13. INSURANCE

The Contractor shall procure at its own expense and maintain throughout the term of this Agreement all such insurance and for such amounts as a prudent trucker would undertake to fully cover the exposures contemplated in this agreement, including the required types of insurance coverage, with minimum limits as set forth in Appendix A

The Contractor and its underwriters shall provide a waiver of subrogation in favor of APLL on all policies. The Contractor shall provide APLL with certificate(s) of insurance evidencing insurance placement prior to the commencement of Services under this Agreement.

The purchase of appropriate insurance coverage by or the furnishing of certificate(s) of insurance shall not release the Contractor from its respective obligations or liabilities under this Agreement. Such insurance shall be primary to and without contribution from any insurance APLL may carry as it pertains to the terms of this agreement.

The Contractor shall give thirty (30) days notice to APLL prior to cancellation, nonrenewal, or any material change of coverage terms and conditions.

Where the services are performed by Sub-contractors of the Contractor, the Contractor shall be responsible for ensuring that it is clearly communicated to Sub-contractors to have insurance coverage equivalent to the minimum requirements stipulated in Appendix A.

ARTICLE 14. PAYMENT TERMS

The Contractor shall submit uniform invoices with details and supportive documents as required by APLL and the said invoices shall be paid by APLL within sixty (60) days after they are received and verified by APLL.

ARTICLE 15. SET OFF

APLL shall have the right to set off any amounts, monies, obligations or debts owed by the Contractor, including without limit outstanding claim for loss, damage, delay for unreimbursed overcharges and chargebacks.

ARTICLE 16. FORCE MAJEURE

No liability shall attach to either party if its obligations under this Agreement cannot be performed due to any objective circumstance which is unforeseeable, unavoidable and insurmountable by the non-performing party. The Contractor shall give prompt notice of such force majeure event to APLL upon first becoming aware of the occurrence of

the event. Where the Contractor is incapacitated from performing this Agreement pursuant to this clause, or owing to a frustrating event, APLL shall likewise not be obliged to perform any of its obligations under this Agreement (if any).

The Contractor shall not be excused for not fulfilling its obligations under this Agreement as a result of the negligence, acts or omissions of its suppliers, subcontractors, agents or independent contractors.

ARTICLE 17. DUTY TO REPORT PROMPTLY

The Contractor must report promptly to APLL all force majeure events as defined in Article 15 hereof and all the other events which may affect the Contractor's performance of its obligations hereunder, within 24 hours of their occurrence together with the estimated impact on the Contractor's services, including without limitations the following matters:

(A) Changes in Entity

If the business organization, name or ownership of the Contractor changes substantially during the Term of this Agreement as defined in Article 5 herein; or

(B) Labor Disputes

If any grievance or dispute arises or may foreseeably arise under the terms of any collective labor agreements by which the Contractor is bound, or amongst the Contractor's labor, or

(C) Frustration

If as a result of any custom, practice, governmental rule, regulation, ordinance, or otherwise the Contractor is prevented from fulfilling, its commitments hereunder, or

(D) Creditors-Bankruptcy

If the Centractor makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or any trustee of any substantial part of its property, or (save for the purpose of reorganization or amalgamation without insolvency) commences any proceeding relating to itself under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against it any such proceeding which remains undismissed for a period of fourteen (14) days, or if, it by any act indicates consent to, approval of or acquiescence in, any such proceeding or the appointment of any receiver or any trustee, for it or any substantial part of its property or suffers any such receivership or trusteeship to continue undischarged for a period of 14 days; or

(E) Plan to Cease or Substantially Reduce Business

If the Contractor plans to cease or substantially reduce its business and/or operations or its legal existence.

In the event of any of the situations in Article 15 and Article 16 herein, APLL may at its own discretion forthwith terminate this Agreement without further cause and without liability, upon a written notice to the Contractor and without prejudice to all of APLL's claims, rights and reliefs under this Agreement and/or at law, including but not limited to APLL's right to recover from the Contractor all damages occasioned thereby, including all legal fees and costs on full indemnity basis incurred to mitigate damages sustained or to effect recovery thereof.

ARTICLE 18. SUBCONTRACTING

The Contractor shall remain fully responsible for all subcontracted obligations. Subcontracting by the Contractor of the Work under this Agreement, if any, requires prior written consent of APLL which consent may be refused or rescinded by APLL at any time without APLL assigning any reasons whatsoever.

ARTICLE 19. COMPLIANCE WITH LAWS; LICENSING IF REQUIRED

The Contractor shall, at all times, strictly comply with all local Government laws, rules, regulations and ordinances applicable to operations and services to be performed by the Contractor hereunder including without limitation, any Government requirement that the Contractor shall be properly licensed for performing such services, and that the Contractor expressly agrees to defend and indemnify APLL and APLL agents and save them harmless from any claims, liabilities, penalties and expenses including all legal fees and costs arising out of or in connection with the failure or default on the part of the Contractor to so comply.

ARTICLE 20. NO MALPRACTICES

The Contractor hereby expressly warrants that:

- (A) It shall not receive directly or indirectly any commission or other thing of value from a third party for carrying out or not carrying out its obligations under this Agreement.
- (B) No officer, agent, or employee of APLL has a beneficial interest in this Agreement and has or will receive anything of value as a result of or arising from this Agreement.

ARTICLE 21. CONFIDENTIAL INFORMATION

(A) All plans, drawings, designs, calculations, specifications, reports, daily logs, data and other information disclosed to Contractor by APLL, or on behalf of APLL, or prepared by the Contractor on behalf of APLL or APLL agents in connection with the Work (Confidential Information) shall, as between the Contractor and APLL, remain or become, as the case may be, the property of

APLL. All such information shall be delivered to APLL by the Contractor at the request of APLL or upon the termination of this Agreement.

(B) The Contractor hereby agrees; that all Confidential Information shall be deemed to be confidential and shall be maintained; by the Contractor in confidence; at all times hereafter and notwithstanding the termination of this Agreement, provided, however, that the Contractor may disclose Confidential Information to such employees as are reasonably required in the performance of the Work under this Agreement, all of whom shall be directed and required to maintain the Confidential Information in confidence at all times hereafter and notwithstanding the termination of this Agreement. Except as provided above, the Contractor shall not divulge, and shall exercise all due care to prevent any of its employees, from divulging Confidential Information to any third party.

ARTICLE 22. NON WAIVER OF RIGHTS

Neither APLL's review, approval and acceptance of, nor payment for, any of Work required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action available under the terms of this Agreement.

ARTICLE 23. SEVERABILITY

Should any term, covenant, condition or proviso in this Agreement be held invalid, illegal or unenforceable, the remainder of this Agreement and the application of such term, covenant, condition or proviso to persons or circumstances other than those to which it is invalid, illegal or unenforceable, shall not be affected thereby and each term, covenant, proviso or condition of this Agreement shall be valid and enforceable to the extent permitted by law. Accordingly, if any provision of this Agreement shall be invalid under laws or regulations of any jurisdiction the entire Agreement shall not be effected.

ARTICLE 24. TAXES

The Contractor shall be solely responsible for all business and income taxes, as well as, any other taxes due to local Government resulting from the performance of the Work pursuant to the terms of this Agreement, except for those taxes which are expressly agreed herein to be borne by APLL.

ARTICLE 25. NO DISABILITIES

The Contractor represents and covenants that it is not, nor will it be during the Term of this Agreement as defined under Article 5 herein, under any disability by reason of custom or practice, contract, agreement, government rule, regulation, ordinance or otherwise which will adversely affect or prevent it from fulfilling the covenants and obligations herein and that it will not during the said Term permit any such disability to exist to the extent that it can be corrected.

ARTICLE 26. JURISDICTION/ GOVERNING LAW

All disputes, controversies or differences which may arise between the parties out of or in relation to or in connection with this Agreement or for the breach thereof, shall be finally settled by arbitration in Shenzhen, PRC and conducted by Shenzhen Court of International Arbitration (SCIA) and under the laws of PRC. The award rendered by the arbitrator(s) shall be final and binding upon both parties concerned.

ARTICLE 27. AMENDMENTS, AGREEMENT TO SUPERSEDE OTHER UNDERSTANDINGS

This Agreement may only be amended, modified or supplemented by mutual written consent signed by the parties hereto. This Agreement supersedes any and all other understandings versions and issues concerning the subject of this Agreement.

ARTICLE 28. NOTICES

All notices, requests, demands or directions to one party to this Agreement from the other shall be in writing and delivered or sent by registered mail postage prepaid, telex, telegram or cable or telefax or email addressed as follows or to such other address as may be specified by either party to the other in a notice given in the manner herein provided, and shall be deemed received upon actual receipt in the usual course of transmission.

- (A) APL Logistics, China Limited Shenzhen Branch Suite 8A-8C, 8/F, Yantian Science & Technology Building, Interaction of Haijing 2nd Road and Xiehe Road, Shatoujiao, Yantian District, PRC Contact Person: Bill Chen Tel: 86-755-2217-1022 Email address: Bill_Chen@apllogistics.com
- (B) Contractor: Shenzhen Hengtongcheng Logistics Co., Ltd 深圳市恒通程物流有限公司 No. 260-4, Beishan Road, Yantian District, Shenzhen, PRC Contact Person: Zhou Dan Tel: 86-755-25273557 Email address: Zhoudan@htcgs.com

ARTICLE 29. SERVICE RECOVERING

The Contractor shall be fully responsible for all service recovery cost, including but not limited to freight pay by sea or air, demurrage and detention charge, third party damage, and/or any of relative costs involved from shipment, Bill of Lading and letter of credit, if any.

ARTICLE 30. ASSIGNMENT

Neither Party may hold in trust, share, assign or transfer this Agreement or any part of its rights and obligations under it without the prior written consent of the other provided

always that APLL may, without the Contractor's consent, hold on trust, share, assign or transfer this Agreement or any rights and obligations under it to any of its affiliates, or to an entity which is the survivor of any merger or consolidation of APLL or which takes over or acquires APLL.

ARTICLE 31 APL LOGISTICS VENDOR CODE OF CONDUCT ("APLL VCOC")

Contractor confirms that it has read, understands and shall at all times comply with, and shall procure that each of its employees, agents and sub-contractors complies with the APL Logistics Vendor Code of Conduct (APLL VCOC) in force from time to time. Contractor may launch www.apllogistics.com/codeofconduct to get the aforesaid APLL VCOC. And Contractor also confirms that it shall comply with all applicable laws, rules and regulations of the respective regulatory and statutory bodies having jurisdiction over it relating to the provision of services to APLL. Contractor agrees that APLL shall have the right to audit and inspect its books, records, communications, agreements, and other documents with respect to the services provided to APLL and/or to require written certification from Contractor to ensure compliance with the APLL VCOC. Any violation of APLL VCOC will constitute a fundamental breach of this Agreement and APLL is entitled to immediately terminate this Agreement and hold Contractor's responsibility for this breach.

ARTICLE 32 SECURITY: CONTINUOUS IMPROVEMENT

As a certified member in various global supply chain security programs (C-TPAT, STP, EU AEO) APLL requires contractors/vendors who handle and move cargo on behalf of APLL, to provide services consistent with these programs. Contractor agrees to maintain security standards and policies in respect to cargo handled /moved under this contract that meet applicable security guidelines as amended from time to time. Current C-TPAT, STP-Plus and EU AEO security standards are available for review at:

http://www.cbp_gov/xp/cgov/trade/cargo_security/ctpat/

http://www.customs.gov.sg/leftNav/trad/Supply+Chain+Security.htm

http://ec.europa.eu/taxation_customs/customs/policy_issues/customs_security/aeo/ind ex_en.htm

Contractor shall in all events comply with all applicable laws, regulations and governmental orders in respect to cargo and operational security and safety.

In addition, Contractor agrees to undertake reasonable best efforts to continuously improve security of cargo and cargo handling processes, to meet or exceed security-related best practices applicable to its business and to work cooperatively with APLL to address and improve security-related matters. The parties agree to remain in

compliance with all local, national and international legal requirements in respect to performance of this contract.

Attached as Exhibit B are minimum security recommendations related to cargo handling and related processes that Contractor/Service Provider agrees to observe at all times

MISCELLANEOUS PROVISIONS ARTICLE 33.

Indemnities

For the avoidance of any doubt, all indemnities provided by the Contractor to APLL in this Agreement shall remain in full force and effect notwithstanding any termination of this Agreement or the expiry of the Term of this Agreement as defined under Article 5 herein. Such indemnities provided by the Contractor to APLL shall also inure to the benefit of APLL's holding company, its subsidiaries, its associated companies and APLL Agent's and their respective officers, directors and employees.

Language

This Agreement, including the Exhibit A, Exhibit B, Service Standard and all the appendices attached hereto, shall be in the English language. All notices, communications or other writings made in connection with this Agreement shall be in the English language. In the event any translation into another language is made due to a request by the Contractor, the wording, meaning and interpretation in the English language shall govern and control and further, shall prevail over such other version in any other language in the event of any inconsistency between the two.

In the event that the Exhibit A, Exhibit B, Service Standard and/or the appendices attached hereto are drawn up in both the English and Chinese language, only the English language text is authentic and binding on the parties and the Chinese language text does not affect the wordings, meaning and interpretation of the English language. If there is a conflict or inconsistency between the English language text and the Chinese language text, the former shall prevail.

In witness whereof, the parties have executed this Agreement as of the date first above written.

APL Logistics China, Limited Shenzhen Branch

NAME: Sunny Zhou

TITLE: Senior Manager General Management

(China)

Shenzhen Hengtongcheng Logistics Co., Ltd

深圳市恒通程物流有限公

NAME: 余銀祥

TITLE: 總經理

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六、履约评价