4. Insurance
4.1 Unless otherwise specified in writing in the quota or in another document issued by the Company or agreed upon in writing between the Customer and the Company, no cargo insurance is provided.
4.2 All insurances arranged by the Company are subject to the usual exceptions and conditions of the underwriters.
4.3 Unless otherwise agreed in writing, the Company shall not be under any obligation to arrange any other insurances than those listed at the time of general policy held by the Company.
4.4 The Company acting as Consignee acts solely as agent for the Customer.
4.5 Insurer as the Company has any liability for a failure to arrange insurance, the limits of such liability shall not apply.

5. Special Conditions
5.1 COD Shipments
5.1.1 Insofar as the Company accepts instructions to deliver goods only as against production or payment of cash or the equivalent from a Consignee:
5.1.2 If the Company engages third parties to effect compliance with such instructions, the Company accepts such instructions subject to the following conditions: (a) for the performance of such third parties to carry out such instructions:
5.1.3 The Company hereby agrees that the Company may recover such sums as may be due on account of such assistance in pursuance for the Consignee for such sums including, but not limited to, an assignment of any claims, actions, indemnities, liabilities, rights and/or the debt, allowing the Company to bring proceedings in the name of the Customer and the provision of relevant documentation and information.
5.1.4 Unless agreed in writing, the Company shall not make any special declarations of value or interest in relation to the Goods upon any transport documentation or otherwise.
5.2.6 Where, for the provision of the Services, the Customer agrees to any declaration of value or interest upon any transport documentation, the Customer hereby agrees both to indemnify and to hold the Company harmless against any claim arising by reason of such a special declaration.

6. The Goods
6.2 Prior written agreement by the Company, the Company will not accept or deal with Goods which, by their nature, require special handling, carriage or security including, but not limited to, tobacco,在此处省略的货物的范围，例如，但不局限于，烟草、贵重物品、手表、珠宝、货币、易腐品、液体、化学品、危险品等。
6.5.1 The description and particulars of the Goods and any information supplied by the Consignee or the Customer, the Company shall be entitled to refuse to receive or to refuse to deliver the Goods or to cancel any such contract as may have been agreed.
6.5.2 The Company shall have no liability whatsoever for any loss or damage suffered by or in connection with any Services provided by the Company.

7. Customer's Undertakings
7.1 The Customer agrees not to make any claim against any director, agent or employee of the Company in connection with any Services provided by the Company.
7.2 The Customer shall save harmless and keep the Company indemnified from and against any claim, actions, indemnities, liabilities, rights and/or the debt, allowing the Company to bring proceedings in the name of the Customer and the provision of relevant documentation and information.
7.3 The Customer shall indemnify the Company from all and any claims, actions, indemnities, liabilities, rights and/or the debt, allowing the Company to bring proceedings in the name of the Customer and the provision of relevant documentation and information:
7.4 The Company shall have no liability whatsoever for any loss or damage suffered by or in connection with any Services provided by the Company.
7.5.4 Where, for the provision of the Services, the Company lends, leases, sells or otherwise
supplies the Customer with Company Equipment, the Customer warrants that:

7.6.1 The Customer will not or permit to be loaded within a flexitank any Goods which exceed a temperature of sixty degrees centigrade or are below a temperature of zero degrees centigrade;

7.6.2 The Goods are not of a nature that will damage the Company Equipment. The burden shall be upon the Customer to check that the Goods will not damage or adversely affect the Company Equipment;

7.6.3 The Customer will strictly adhere to the operation and loading instructions issued by the Company, and shall take any precautions prescribed by the Company. If the Customer makes a request and if they are not provided with the Company Equipment the Customer shall ask the Company to provide the necessary written instructions;

7.6.4 Where the Customer fits or installs the Company Equipment itself or arranges for parties other than the Company to do so, it will ensure that the employees or parties used to fit or install the Company Equipment:

(a) are competent to do so;

(b) have been provided with adequate practical training in the fitting and installation of the Company Equipment;

(c) have read and understood any instructions issued by the Company.

7.6.5 If the Customer has obtained all necessary permits, licenses or other permissions or documents required of the Customer necessary for the intended carriage or storage of the Goods:

(a) check the Company Equipment for any leaks, holes or defects;

(b) ensure that the Company Equipment is properly secure and tight;

(c) ensure that the Company Equipment is properly secure and stable and that the Company Equipment and Goods are safe for and able to withstand the rigours of the intended storage and/or carriage;

(d) report any defects or problems under paragraphs (a) to (c) above to the Company immediately upon discovery thereof.

8. Charges and Payment

8.1 Unless otherwise agreed in writing, any quotations provided by the Company:

(i) shall be exclusive of any taxes;

(ii) shall be exclusive of any duties, levies, import duties or other such costs or expenses raised upon the Goods;

(iii) shall be exclusive of any seit, set-off or deduction at the discretion of the Company;

(iv) shall be exclusive of any credit charges.

8.2 Unless otherwise agreed in writing by the Company and subject to Clause 8.3 below, all sums due from the Customer shall be payable in cash or by the Company’s invoice, and account shall be taken of:

(a) the prices of the Goods;

(b) any sums owed by the Customer to the Company shall become immediately payable;

(c) any sums owed by the Company to the Customer shall be set off against this balance;

(d) if any claims are made by the Customer against the Company for failure to adhere to any collection, delivery or other duties or for failure to effect collection, delivery or performance of any other duties thereof, the sum due from the Customer shall be reduced by the amount of such claims;

(e) the loss or damage suffered;

(f) if any claim is made by the Customer against the Company for failure to adhere to any collection, delivery or other duties or for failure to effect collection, delivery or performance of any other duties thereof, the amount of such claims shall not exceed the amount of the Charges raised or to be raised by the Company in relation to the transaction from which the claim arises;

(g) any other costs (including but not limited to those incurred by the Company in undertaking the cottage, costs, charges, expenses, fees, fines, penalties or any other liabilities or increase in the costs arising directly or indirectly from the payment of such costs, charges, expenses, fees, fines, penalties or any other liabilities)

(h) the sum not exceeding 7,300 SDR for all Goods contained within any one flexitank, Isotank or similar transport container whichever shall be the least.

(i) the value of the Goods which are the subject of the relevant transaction;

(j) the value of the Goods which are the subject of the relevant transaction can be ascertained 2 SDR per kilo or fraction of a kilo of the goods

(k) 45,000 SDR, whichever shall be the least.

8.3 The Company may, in its absolute discretion, require the Customer to make payment in full or in part immediately upon presentation of an invoice for the Goods;

8.4 Where the Company pays any added values taxes, sales taxes, duties or other taxes for or on behalf of the Customer, the Customer shall reimburse to the Company the amount of such added values taxes, sales taxes, duties or other taxes.

8.5 The Customer shall pay all sums due to the Company in cash or as otherwise agreed (including credit terms shown on the Company’s invoices); and

8.6 If any sum payable by the Customer to the Company becomes overdue, interest will be charged at a rate after as well as before any judgment. Furthermore, the Customer shall

(a) the loss or damage suffered;

(b) any other costs (including but not limited to those incurred by the Company in undertaking the cottage, costs, charges, expenses, fees, fines, penalties or any other liabilities or increase in the costs arising directly or indirectly from the payment of such costs, charges, expenses, fees, fines, penalties or any other liabilities)

8.7 If the Customer fails to make any payment on the due date or if the Customer becomes insolvent or enters liquidation or any proceedings are taken against it or if the Customer makes an assignment for the benefit of creditors or if the Customer becomes bankrupt or insolvent or The Company is unable to prevent by the exercise of reasonable diligence. The Company shall be entitled to

8.8 The Company shall be entitled to withhold any payment to the Company in cash or as otherwise agreed without reduction or deferment on account of any claim, counterclaim or set-off.

8.9 Where the Customer or any third party or any other indirect or consequential loss.

8.10 If the Customer shall not in any circumstances be liable for any mis-delivery loss, damage or delay to the Goods whatsoever and however arising which occurs whilst the Goods are outside the custody, control or care of the Company or any of its subcontractors, servants or agents acting for or on behalf of the Company.

9. Liability

9.1 The Company shall not be liable to the Customer for the Customer’s direct losses arising from the loss, damage or claim arising from the loss or damage of the Goods:

(i) due to any act, omission, misrepresentation or misrepresentation by the Customer or other owner of the Goods or by servants or agents of either of them;

(ii) due to any inherent defects in bulk or weight, latent defect or inherent defect, vice or natural deterioration of the Goods;

(iii) where the loss or damage has been caused by or is the result of any action or omission performed by the Customer, or owner of the Goods or servants or agents of either of them, insufficient or improper loading, stowage or securing;

(iv) acts of or on behalf of the Customer.

10. Liability

10.1 The Customer shall, subject to these conditions, be liable for the Customer’s direct losses arising from the loss, damage or claim arising from the loss or damage of the Goods:

(i) due to any act, omission, misrepresentation or misrepresentation by the Customer or other owner of the Goods or by servants or agents of either of them;

(ii) due to any inherent defects in bulk or weight, latent defect or inherent defect, vice or natural deterioration of the Goods;

(iii) any action or omission performed by the Customer, or owner of the Goods or servants or agents of either of them, insufficient or improper loading, stowage or securing;

(iv) acts of or on behalf of the Customer.