

STANDARD TRADING CONDITIONS

SECTION 1 - GENERAL CONDITIONS

- All and any business undertaken, including any advice, information or service provided whether gratuitously or not by Logwin Air + Ocean Philippines, Inc. is transacted subject to the Conditions hereinafter set out. All other terms and conditions are hereby excluded. Should the Customer wish to contract with Logwin Air + Ocean Philippines, Inc. otherwise than subject to these Conditions special arrangements can be made and revised prices quoted, provided that such arrangements shall only apply if reduced to writing and signed by its authorized officer(s). Save as aforesaid no agent or employee of Logwin Air + Ocean Philippines, Inc. has the authority to waive or vary these conditions. Where the relationship between Logwin Air + Ocean Philippines, Inc. and its customers is subject to trade practices legislation or maritime or civil codes compulsorily applicable thereto, Logwin Air + Ocean Philippines, Inc. shall be entitled to all the rights, immunities, exceptions and limitations conferred on suppliers of services by such legislations and if any of these conditions are repugnant to any such legislation the same shall be void to the extent of such repugnance but no further.

- (I) Logwin Air + Ocean Philippines, Inc. is a Freight Forwarder and subject to the following provisions, shall be entitled either to arrange all or any of the carriage, stowing, packing or handling of the goods, or any other services required by the Customer, as agent on behalf of the Customer, or to provide all or any part of such services as principal contractor or agent of the principal contractor, as the case may be. The word "goods" in these conditions shall include any packing, containers, or equipment of whatever shape and size.

Logwin Air + Ocean Philippines, Inc. shall also be authorized to co-mingle goods stored at its warehouse, provided that such shall apply only to goods of the same kind and grade.

(II) When acting as an Agent, Logwin Air + Ocean Philippines, Inc. does not make or purport to make any contract with the Customer for the carriage, storage, packing or handling of any goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing services by establishing contracts with third parties so that direct contractual relationships are established between the Customer and such third parties.

As such, Logwin Air + Ocean Philippines, Inc. shall be entitled, and the Customer hereby expressly authorizes it, to enter into all and any contracts on behalf of the Customer as may be necessary or desirable to fulfill the Customer's instructions, and whether such contracts are subject to the trading conditions of the parties with whom such contracts are made, or otherwise.

(III) To the extent that Logwin Air + Ocean Philippines, Inc. by its own servants performs all or any of the carriage, storage, packing or handling of the goods, or any other services required by the Customer, Logwin Air + Ocean Philippines, Inc. shall be deemed to provide such services, or the part so performed, as principal contractor or as an agent of the principal contractor.

(IV) Where Logwin Air + Ocean Philippines, Inc. has held itself out to be the operator of a regular line or service over the route or part of the route, on which the goods are to be carried, and has accepted instructions for the carriage of the goods by that line or service, Logwin Air + Ocean Philippines, Inc. shall (except where Logwin Air + Ocean Philippines, Inc. procures a bill of lading or other document evidencing a contract carriage between the carrier and the Customer or Owner) be deemed to provide such carriage or such part thereof, as principal contractor without prejudice to the question of whether any of the other services are arranged by Logwin Air + Ocean Philippines, Inc. as agent or provided as principal contractor.

(V) Except to the extent set out in sub-clause (IV) Logwin Air + Ocean Philippines, Inc. shall be acting as agent of the Customer in any case where it enters into a contract with any other person for the carriage, storage, packing or handling of the goods or for any other services in relation thereto and such contract is capable of being enforced by the Customer or Owner as principal, whether or not the Customer or Owner is named or disclosed as principal by Logwin Air + Ocean Philippines, Inc.

(VI) The charging or agreement to charge a fixed price for any services shall not of itself determine whether Logwin Air + Ocean Philippines, Inc. arranges such services as agent or provides the same as principal contractor.

- The Customer warrants that he is either the owner or the authorized agent of the goods to which any business relates, and further warrants that he is authorized to accept and is accepting these Conditions not only for himself but also as agent for and on behalf of the owner of the goods and all other persons who are or may hereafter become interested in the goods (any such persons being herein called "the Owner").

- Estimates and quotations are given on the basis of immediate acceptance and are subject to withdrawal or revision. Unless otherwise agreed in writing Logwin Air + Ocean Philippines, Inc. shall be, after acceptance, at liberty to revise quotations or charges with or without notice in the event of changes outside its control occurring in currency exchange rates, rates of freight, insurance premiums or any charges applicable to the goods.

- The customer warrants that the description and particulars of any consignments furnished by or on behalf of the customer are accurate. All instruction and descriptions must be given to Logwin Air + Ocean Philippines, Inc. within a good reasonable time in writing either by letter, facsimile, electronic mail, or telex. No responsibility whatever is accepted by Logwin Air + Ocean Philippines, Inc. in respect of instructions issued verbally until such time as they are confirmed in writing, and received in good time by Logwin Air + Ocean Philippines, Inc.

Logwin Air + Ocean Philippines, Inc. shall be free from any and all liability, both to the owner and third persons, due to the inaccuracy or mistake in the description of the goods, which it shall forward, or ship.

- (I) Except where Logwin Air + Ocean Philippines, Inc. is instructed in writing to pack the goods the customer warrants that all goods have been properly and sufficiently packed and/or prepared.

(II) Whilst agents on site may be instructed to re-pack consignments after an exhibition for return or onward transmission, facilities and expert packers are not normally available. Whilst reasonable care will be exercised no responsibility can be accepted by Logwin Air + Ocean Philippines, Inc., or the site agents for claims arising from inadequacies in re-packing.

- No Insurance will be effected on consignments except upon expressed instructions given in writing by the Customer's authorized representative, and all insurances effected by Logwin Air + Ocean Philippines, Inc. are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. The Customer at its own discretion subscribe for insurance coverage of its consignments and cargoes for its own account. At the Customer's discretion, it may authorize Logwin Air + Ocean Philippines, Inc. to procure insurance for its consignments and cargoes, which cost shall be billed separately to the Customer.

Insofar as Logwin Air + Ocean Philippines, Inc. agrees to effect insurance mentioned in the immediately preceding paragraph, it acts solely as agent for the Customer and notwithstanding that the premium on the policy may not be the same as that charged by Logwin Air + Ocean Philippines, Inc. to the Customer, Logwin Air + Ocean Philippines, Inc. shall in no circumstances incur liability as insurer, and if for any reason the insurers dispute liability the Customer shall have recourse against the insurers only; however, this provision shall not detract from the rights of the Customer against Logwin Air + Ocean Philippines, Inc. in respect of any negligence on the part of Logwin Air + Ocean Philippines, Inc. in effecting insurance.

- Except under special arrangements previously made in writing Logwin Air + Ocean Philippines, Inc. will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. Should any Customer nevertheless deliver any such goods to Logwin Air + Ocean Philippines, Inc. or cause Logwin Air + Ocean Philippines, Inc. to

handle or deal with any such goods otherwise than under special arrangements previously made in writing, he shall be liable for all loss or damage whatsoever caused by or to or in connection with the goods however arising and shall indemnify Logwin Air + Ocean Philippines, Inc. against all penalties, claims, damages, cost and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of Logwin Air + Ocean Philippines, Inc. or any other person in whose custody they may be at the relevant time. If such goods are destroyed under arrangements previously made in writing, they may nevertheless be so destroyed or otherwise dealt with an account of risk to other goods, property, life or health though Logwin Air + Ocean Philippines, Inc. will where reasonably practicable contact the Customer. The Expression "goods likely to cause damage" includes goods likely to harbour, encourage vermin or other pests.

- Except under special arrangements previously made in writing Logwin Air + Ocean Philippines, Inc. will not accept or deal with bullion, coins, precious stones, jewelry valuables, antiques, pictures, livestock or plants. Should any Customer nevertheless deliver any such goods to Logwin Air + Ocean Philippines, Inc. or cause Logwin Air + Ocean Philippines, Inc. to handle or deal with any such goods otherwise than under special arrangements previously made in writing Logwin Air + Ocean Philippines, Inc. shall be under no liability whatsoever for or in connection with the goods however caused.

- Logwin Air + Ocean Philippines, Inc. shall not be obliged to arrange for the goods to be carried, stored or handled separately from the goods of other Customers.

- Logwin Air + Ocean Philippines, Inc. shall be entitled at the expense of the Customer to sell or dispose of:

(I) On 21 days notice in writing to the Customer or where despite reasonable efforts the Customer cannot be traced, after the goods have been held by Logwin Air + Ocean Philippines, Inc. for 90 days, all goods which in the opinion of Logwin Air + Ocean Philippines, Inc. cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee or for any reason, and

(II) When the goods are perishable or susceptible to deterioration, Logwin Air + Ocean Philippines, Inc.'s right to sell or dispose of or deal with the goods shall arise immediately [I] upon any sum becoming due to Logwin Air + Ocean Philippines, Inc.; [II] the goods are not taken up immediately on arrival or which are insufficiently or incorrectly addressed or marked which in the opinion of Logwin Air + Ocean Philippines, Inc. would be likely to perish in the course of the carriage, storage or handling. The right of Logwin Air + Ocean Philippines, Inc. to exercise the rights under this paragraph is subject only to taking reasonable steps to bring to the Customer's attention its intention to sell or dispose of the goods before doing so.

The proceeds of the sale of goods shall be used to defray expenses and other costs incurred, both by reason of the sale conducted and the keeping of the goods beyond the period agreed upon.

- Logwin Air + Ocean Philippines, Inc. shall have a general lien on all goods or documents relating to goods for all sums due at any time from the Customer or Owner, and shall be entitled to sell or dispose of such goods or documents at the expense of the Customer and apply the proceeds in or towards the payment of such sums on 28 days notice in writing to the Customer except as provided under 11 [II] hereof.

- (I) The Customer shall pay to Logwin Air + Ocean Philippines, Inc. in cash, or as otherwise agreed, all sums due immediately and without reduction or deferment on account of any claim counterclaim or set-off.

(II) Logwin Air + Ocean Philippines, Inc. shall be entitled to interest rate of 12% per annum on all amounts overdue.

(III) When outstanding monies due and owing to Logwin Air + Ocean Philippines, Inc. have to be recovered from the customers then all costs and expenses legal or otherwise connected with such recovery and/or the enforcement and execution of all rights of Logwin Air + Ocean Philippines, Inc. under these conditions and judgment obtained shall be borne by the customer on an indemnity basis and the customer hereby agrees to indemnify Logwin Air + Ocean Philippines, Inc. for such costs and expenses, legal or otherwise, with interest until the same is fully paid.

- (I) When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the Customer shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.

(II) Logwin Air + Ocean Philippines, Inc. shall have the right to enforce any of the liabilities of the Customer under these conditions. Logwin Air + Ocean Philippines, Inc. shall likewise, at its discretion, be subrogated to all the rights of the Customer with regard to the collection of sums owed to it by the sender, consignee or owner of the goods in the event that the customer is unable to pay or settle its liabilities under this agreement.

(III) Where goods are consigned:

- on terms that they shall pay for on delivery, and if for any reasons payment is not made in full, or
- on terms that Logwin Air + Ocean Philippines, Inc. shall only deliver the goods to the consignee on production of a Forwarder's Certificate of Transport, House Bill of Lading, Delivery Order or similar document, and owing to the failure to demand such a document the goods are delivered to the consignee before he has paid for them in full then Logwin Air + Ocean Philippines, Inc. may at its absolute discretion reimburse the customer with the amount of payment not so made, whereupon the customer shall on request assign to Logwin Air + Ocean Philippines, Inc. by an instruction in writing the whole of the customer's title or interest in the goods and the right to receive payment therefor and shall cooperate fully with Logwin Air + Ocean Philippines, Inc. in enforcing all rights so assigned.

- (I) Logwin Air + Ocean Philippines, Inc. shall be relieved of liability for any loss or damage caused by:

- Strike, lock-out, stoppage restraint of labor, the consequences of which Logwin Air + Ocean Philippines, Inc. is unable to avoid by the exercise of reasonable diligence.
- Force majeure or any cause or event which Logwin Air + Ocean Philippines, Inc. is unable to avoid, unforeseeable or beyond its control.

(II) In no circumstances whatsoever shall Logwin Air + Ocean Philippines, Inc. be liable to the Customer or Owner for consequential loss or loss of market however caused.

(III) Except under special arrangements previously made in writing by an authorized representative of Logwin Air + Ocean Philippines, Inc., it will not be liable with regard to any failure to adhere to agreed departure or arrival dates of the goods. Without prejudice to any other conditions herein or other defenses, which may be open to Logwin Air + Ocean Philippines, Inc. in no circumstances whatsoever shall Logwin Air + Ocean Philippines, Inc. be liable to the Customer or Owner for delay or deviation however caused in a sum in excess of twice its own charges in respect of the relevant transaction.

In no circumstances whatsoever shall any liability of Logwin Air + Ocean Philippines, Inc. however arising and notwithstanding that the cause of loss or damage be unexplained, exceed:

- the value of the relevant goods, or
- a sum at the rate of USD 3.00 per kilo of gross weight of the cargo, or
- USD 500.00 per shipping unit of the cargo

whichever is lower.

- (I) Logwin Air + Ocean Philippines, Inc. shall be discharged of all liabilities unless:

- notice of any claim is received in writing by Logwin Air + Ocean Philippines, Inc. or its agent within 14 days after the dates specified in (II) below, or within a reasonable time after such date if the Customer proves that it was impossible to so notify, and
- suit is brought in the proper form and written notice thereof received by Logwin Air + Ocean Philippines, Inc. within nine (9) months after the date specified in (II) below

- (a) in the case of loss or damage to Goods, the date of delivery of the Goods, and
- (b) in the case of delay or non-delivery of the Goods, the date that the Goods should have been delivered, and
- (c) in any other case, the event giving rise to the claim.

- No claim shall be made on any grounds whatsoever against

(I) any officer or servant of Logwin Air + Ocean Philippines, Inc.
(II) any of its parent subsidiary or associated companies, except to enforce any contract to which the Customer and such company are parties by virtue of Clause 21 or 22 hereof which seeks to impose upon him or them any liability in connection with the business undertaken by Logwin Air + Ocean Philippines, Inc. or with the goods. For the purposes of this clause Logwin Air + Ocean Philippines, Inc. contracts as agents for all the aforesaid.

- The customer shall indemnify Logwin Air + Ocean Philippines, Inc. for all duties, taxes, payments, fines, expenses, losses, damages, including physical damage, and liabilities in excess of Logwin Air + Ocean Philippines, Inc.'s liability, which it may incur or suffer in the performance of its obligation under any contract to which these conditions may apply. The Customer shall also indemnify Logwin Air + Ocean Philippines, Inc. for any and all sums paid by it to third persons on account of any claim made by such third person against the Customer.

SECTION II - LOGWIN AIR + OCEAN PHILIPPINES, INC. AS FORWARDING AGENT

- Conditions 21 to 25 below apply where and to the extent that Logwin Air + Ocean Philippines, Inc. in accordance with Condition 2 acts as agent on behalf of the Customer.

- Logwin Air + Ocean Philippines, Inc. should be entitled to enter into contracts

(I) for the carriage of goods by any route or by any means

(II) for the storage, packing or handling of the goods by any persons at any place or places and for any length of time and to do such acts as may be necessary or incidental thereto at the reasonable discretion of Logwin Air + Ocean Philippines, Inc. and to depart from the Customer's instructions in any respect if in the opinion of Logwin Air + Ocean Philippines, Inc. it is necessary or desirable to do so in the Customer's interests. The Customer expressly authorizes Logwin Air + Ocean Philippines, Inc. to do such acts and enters into such contracts on behalf of the Customer so as to bind the Customer by such acts and contracts in all respects, notwithstanding any departures from the Customer's instructions as aforesaid.

- Logwin Air + Ocean Philippines, Inc. shall be entitled to delegate the performance of any of its obligations as agents to any of its parent, subsidiary or associated companies, or to any other person, firm or company. The contract between the Customer and Logwin Air + Ocean Philippines, Inc. is made by Logwin Air + Ocean Philippines, Inc. on its own behalf, and also as agent for and on behalf of such parent, subsidiary or associated company, and such company shall be entitled to the benefit of these Conditions. The Customer will not seek to impose upon such company a liability greater than or additional to that accepted by Logwin Air + Ocean Philippines, Inc. under these Conditions.

- (I) Logwin Air + Ocean Philippines, Inc. shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as any special interest in delivery, unless expressly instructed by the Customer in writing.

(II) Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, goods may be forwarded, dealt with etcetera, at Customer's risk or other minimum charges and no declaration of value (where optional) will be made, unless express instruction in writing to the contrary have previously been given by the Customer.

- Logwin Air + Ocean Philippines, Inc. shall be entitled to retain and to be paid all brokerages commission's allowances and other remunerations customarily retained by or paid to Forwarding Agents.

- Logwin Air + Ocean Philippines, Inc. shall not be liable to the Customer or Owner for loss or damage arising from any non-compliance or miscompliance with the Customer's or Owner's instructions or for any failure to perform whether wholly or in part the obligations (whether such obligations arise in contracts or otherwise) unless the same is due to the negligence of Logwin Air + Ocean Philippines, Inc. or its own servants.

SECTION III - LOGWIN AIR + OCEAN PHILIPPINES, INC. AS PRINCIPAL CONTRACTOR

- Conditions 27 to 29 below apply where and to the extent that Logwin Air + Ocean Philippines, Inc. in accordance with condition 2 acts as principal contractor.

- Logwin Air + Ocean Philippines, Inc. is not a common carrier, and transacts business only on the basis of these Conditions.

- Logwin Air + Ocean Philippines, Inc. shall not be liable to the Customer or Owner for loss of or damage to the goods nor for any such loss or damage as is referred to in Condition 25 unless the same is due to the negligence of Logwin Air + Ocean Philippines, Inc. or any subcontractors employed by Logwin Air + Ocean Philippines, Inc. or its or their own servants.

- Where Logwin Air + Ocean Philippines, Inc. or any subcontractor employed by Logwin Air + Ocean Philippines, Inc. is the "carrier" under contract subject to legislation compulsorily applicable thereto Logwin Air + Ocean Philippines, Inc. shall be entitled to all the rights, immunities, exceptions and limitations conferred on the carrier by such legislation, and if any of these Conditions are repugnant to any such legislation the same shall be void to the extent of such repugnance but no further.

SECTION IV - JURISDICTION AND APPLICABLE LAW

- These conditions, and any act of contract to which they apply, shall be governed by the Law of the Country of Incorporation of Logwin Air + Ocean Philippines, Inc. entering into such a contract. Any dispute arising out of any such act or contract shall be within the local jurisdiction of the Courts of the country of incorporation of Logwin Air + Ocean Philippines, Inc., to the exclusion of all other courts.

DAANGEROUS GOODS (AIR)

The inherent characteristics of certain commodities make it impossible for them to be carried by air without endangering the safety of aircraft, passengers or crew. However, some goods of dangerous nature can be accepted for carriage provided the quantity is restricted to within given limits and packing conforms to specifications laid down in the current edition of the IATA Dangerous Goods Regulations/ICAO Technical Instructions. The Airline's agreement to accept dangerous cargo must be obtained before the consignment is delivered. A shipper's declaration for dangerous goods, in duplicate on the form appropriate to the danger involved as required by the current IATA Dangerous Goods Regulations, must accompany every consignment of dangerous cargo, worded as follows: "**I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respect in the proper condition for transport by air according to the applicable International and National Government Regulations.**"