

# 货运代理协议书

## Freight Forwarding Agency Agreement

协议书编号：

Agreement No.:

甲方：

Party A

乙方：莱蔓（上海）国际物流有限公司

Party B: Leman China Co.Ltd

甲、乙双方经友好协商，就甲方委托乙方代理海运、空运及铁路进出口运输业务和费用结算事宜，达成如下协议：

After the friendly negotiation between Party A and Party B, both parties agree the clauses as below stated for the Sea/Air/Train transportation and interrelated charges settlement.

### 一、责任与范围 (Responsibility and Scope)

1、甲方委托乙方代为办理订舱、报关、报验、装箱、转运、代垫代付海运、空运及铁路运费等相关运输事宜。

Party A hereby appoints Part B as their agency in the territory of China, to handle Booking, Customs Clearance, Commodity Inspection, Stuffing, Transshipping and Sea/Air/Train Freight payment etc.

2、为甲方利益，乙方有权为甲方垫付海运、空运及铁路运费、港口费用及其代办费用。上述代垫代付款项及运输代理费可采用包干费或者本协议规定的其他方式由甲方支付给乙方，如遇有关费率调整，应相应调整包干费。

In the interest of Party A, Party B has the right but no obligation of paying the Sea/Air/Train Freight, Port Surcharge or other charge for Party A in advance. Party A should pay Party B the mentioned charges as the local charge or other items prescribed in this agreement, which will adjust with the rate if necessary.

3、乙方接受甲方的订舱委托书后，甲方要求乙方变更订舱委托书中所载订舱指示的，应至少在货物装船日前一个工作日向乙方出具书面更改单，注明日期并加盖甲方印章。因甲方未在ETD前7个工作日变更订舱指示所引起的费用和 risk 由甲方承担。

After Party B receives the booking instruction from Party A, Party A should submit the amendment in black and white with the date and stamp to Party B one day before the sailing day in case of any revision, moreover being responsible for such behavior. The expenses and risks caused by Party A's failure to change the booking instructions within 7 working days before the ETD shall be borne by Party A

## 二、付费方式 (Payment Terms)

### 1、付费时间 (Payment Time):

甲方必须在收到乙方开具发票安排付清乙方的货运代理费以及乙方为甲方垫付的海运、空运及铁路运费、港口费用及其代办费用。若乙方对甲方的应收账款达到元的额度，甲方应当无条件及时付款，否则乙方有权按照本协议的约定追究甲方的逾期付款责任。

1 Party A must pay the Sea/Air/Train Freight, Port Surcharge and other relational charges after receive the invoice from Party B. If Party B's AR RMB, Party A shall make timely payment unconditionally, otherwise Party B shall have the right to hold Party A liable for late payment in accordance with the provisions of this agreement.

### 2、汇款方式 (Remittance Method):

(1) 银行转汇：甲方将货运代理费及乙方为甲方垫付海运、空运及铁路运费、港口费用及其代办费用汇入乙方指定的账号后，应向乙方传真汇款凭证、相应的业务编号、款项明细等单据，便于乙方向银行查询，及时销账。

Bank Remittance: Party A should fax the bank transfer certificate with corresponding job no. and breakdown to Party B after paying all the charges into the bank account nominated by Party B, in order to confirm receipt as soon as possible.

(2) 支付现金或商业票据，甲方应将现金或商业票据交付乙方财务部，由乙方财务部加盖现金或支票收讫章，甲方不应将现金或可转让银行票据交付乙方其他部门或个人，否则乙方不承担由于甲方此种不当支付行为所可能产生的风险和 responsibility。

Cash or Check: Party A must deliver the Cash or Check to the accounting department of Party B gaining received stamp and cannot pass them to any other department or individual. Party B will not take any responsibilities and risks of any inappropriate payment behavior of Party A.

### 3、逾期付款责任 (Overdue liability)

甲方如未能按协议约定在付费期限内完成费用支付的，乙方有权加收延迟履行金，延迟履行金按照 1%/天的标准结算，从应付价款之日起到实际支付之日（以款项到达乙方银行账户为准）。为实现所欠费用和延迟履行金的支付而产生的费用亦由甲方承担。

Party B will charge a delayed performance fee if Party A can does not complete the payment within the payment period agreed. It shall be settled at the rate of 1% per day of the payable amount from the date of payment to the date of actual payment (subject to the payment reaching Party B's bank account). Party A shall also bear the expenses incurred in connection with the payment of the overdue fees and the delayed payment of performance fees.

如甲方未按本协议约定的付款时间及付款方式支付货运代理费以及乙方垫付的海运、空运及铁路运费、港口费用及其他代理代办费用的，乙方有权行使商事留置权，留置甲方在乙方的任何运输单证及其货物直至甲方付清这些费用。由此产生的所有责任和风险均由甲方承担。因甲方未及时支付运杂费用导致承运人依法留置货物的，由甲方自行承担责任和风险。

Party B is authorized to withhold any transport document or cargo of Party A until all the payment is received if Party A doesn't pay the Sea/Air/Train Freight, Port Surcharge and other charges on schedule ruled in this agreement. All the responsibilities and risks caused by such situation belongs to Party A including the detention and demurrage charge from the carrier.

### 三、其他事项 (Other Clauses)

1、《中国国际货运代理协会标准交易条件》的全部条款，除与本协议规定有冲突的部分外，并入本协议，为本协议不可分割之组成部分。

All the clauses in CIFA Standard Trading Conditions are incorporated into this agreement to be the indivisible section of it, in addition to the ambivalent section from this agreement.

2、本协议的订立、效力、解释、履行、争议的解决均适用中华人民共和国法律、法规并由中国法院进行管辖。

The formulation, validity, interpretation, performance, dispute settlement of this agreement is all applicable for PRC laws.

3、因履行本协议发生的任何纠纷或者争议，双方应友好协商解决，协商不成的，除双方另行约定仲裁外，均应向乙方所在地有管辖权的人民法院提起诉讼解决；因一方违约产生的额外支出（包括但不限于诉讼费、仲裁费、律师费、公证费、差旅费、保全费等），均由违约方承担。

All disputes arising from or in connection with the performance of the agreement shall be settled through friendly negotiation by both parties. In case no settlement to disputes can be reached through negotiation, the disputes shall be submitted to the people's court

with jurisdiction in the place where Party B is located for arbitration, unless both parties agree to arbitrate separately. Additional expenses arising from the breach of agreement by one party (including but not limited to litigation fees, arbitration fees, lawyer fees, notarization fees, travel expenses, preservation fees, etc.) shall be the breaching party undertakes.

4、本协议经甲乙双方签字盖章之日起生效，协议有效期限为壹年。本协议期满，甲乙双方如无异议，则自动延长壹年；任何一方均可在期满前书面通知另一方终止本协议。

This agreement will be effective from the date of both parties' signature and stamp and the period is one year. The automatic extension of this agreement is one year after expiration without any objection. Either party can terminate it with written notice to other side before the expiration.

5、经甲乙双方协商一致，可对本协议进行修改和补充，修改及补充的内容经双方签字盖章后作为本合同的组成部分。本合同一式贰份。由甲乙双方各执壹份。

This agreement can be modified and replenished with both parties' mutual views. The revision and supplement of the content shall be the component section of this agreement with both signature and stamp. This agreement shall be held in two copies of the same form. Each party shall preserve one copy with equal legal effect.

本协议以中英文版本同时书就，二种文本意思不一致的，以中文版本为准。

This agreement is made in both Chinese and English version, if there is any discrepancy, the Chinese version shall prevail.

甲方 (Party A)

乙方 (Party B)

Leman China Co.Ltd

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