

HACIS STANDARD TRADING TERMS AND CONDITIONS

Definitions

The following definitions apply in these Standard Trading Terms and Conditions and the Agreement and its Schedules:

"**Agreement**" means the agreement for the provision of Airport Direct Import/Export Services or the agreement for the provisions of SuperLink China Services or such other agreements as HACIS shall use together with their Schedules and Service Instructions.

"**Additional Services**" has the meaning given to such term in the Agreement.

"**Applicable Laws**" means all applicable laws of any jurisdiction, as amended and in force from time to time, including but not limited to securities laws, tax laws, trade and tariff laws, any applicable judgments, judicial or administrative interpretations with binding characteristics, decrees or orders of any Competent Authority, and, without limiting the generality of the foregoing, any applicable treaties, pacts, rules, regulations, orders, licenses, permits, by-laws and authorisations of any Competent Authority.

"**Business Day**" means a day other than a Saturday or Sunday on which banks in Hong Kong are authorised under Applicable Laws to be open for normal commercial business transactions.

"**Cargo**" means all or any part of a cargo shipment (including any packing, containers or equipment supplied by Customer or Owner) in respect of which any Service is or is to be provided by HACIS or to which these Standard Terms otherwise relate.

"**Charges**" has the meaning given to such term in the Agreement.

"**Commencement Date**" means the date of execution of the Agreement.

"**Competent Authority**" means any national, federal, state, provincial, local or other government or any department, subdivision, commission, bureau, board, agency, court, tribunal, minister, ministry, official or public or statutory person (whether autonomous or not) or authority having jurisdiction over the Agreement or any of the Parties or in whose activities any of the Parties is a participant. For the avoidance of doubt, it includes the Airport Authority of Hong Kong.

"**Customer**" where the context admits, includes the Owner of Cargo.

"**Event of Default**" has the meaning given to such term in the Agreement.

"**Export or Import or Transhipment Cargo**" means any and all bulk cargoes and/or the pre-pack cargoes handled by HACIS in relation to the Services and in accordance with the Agreement.

"**Force Majeure**" has the meaning given to it in Condition 95 of these Standard Trading Terms and Conditions.

"**HACTL**" means Hong Kong Air Cargo Terminals Limited, a company incorporated in Hong Kong.

"**HK\$**" or "**Hong Kong Dollar**" means the lawful currency of Hong Kong.

"**Incentive Scheme**" has the meaning given to such term in the Agreement.

"**Kilogram**" and "**KG**" means a metric system unit of weight equal to one thousand (1,000) grams.

"**Notices**" has the meaning given to such term in the Agreement.

"**Owner**" means the owner of the Cargo and any other person who is or may become interested in them, and includes, without limitation, any shipper, consignee and other receiver of the cargo who has a legal or beneficial interest in the cargo or who may become entitled to the possession of the cargo or who is or may otherwise become interested in the Cargo.

"**Services**" has the meaning given to such term in the Agreement.

"**Standard Services**" has the meaning given to such term in the Agreement.

"**Service Instruction**" has the meaning given to such term in the Agreement.

"**SuperTerminal 1**" means the warehouse [owned by HACTL] located at the Main Terminal Building and the Express Centre Terminal at Hong Kong International Airport at Chek Lap Kok and includes all buildings and infrastructure established for the air cargo logistics support services.

"**Technical Specification**" has the meaning given to such term in the Agreement.

"**Term**" has the meaning given in the Agreement.

"**Transport Unit**" includes any ULD, container, trailer, flat, tank, packing case, pallet and any other device used for and in connection with the carriage and/or consolidation of Cargo, and any equipment ancillary thereto.

"**Wilful Misconduct**" is more than negligence or negligent misjudgment and means an intention to do something which the actor (person or entity or HACIS) knows to be wrong. It is therefore a deliberate and wrongful act or omission and it may therefore amount to a criminal act as well.

Application of Standard Trading Terms and Conditions

1. All Services, whether gratuitously or otherwise, provided by HACIS are undertaken and provided subject to the terms and conditions contained in these Standard Trading Terms and Conditions (the "**Standard Terms**"), which shall be deemed to be incorporated in and form an integral part with respect to any agreement or contract made between HACIS and the person or firm or company instructing HACIS to transact any business or to provide any services as mutually agreed between the respective parties thereto .
2. No amendment of or variation to these Standard Terms shall be effective unless reduced to writing and duly signed by an authorised officer of HACIS.
3. Subject to the terms of any agreement or contract which incorporates these Standard Terms, all terms and conditions other than these Standard Terms and terms of the relevant contract, shall be excluded.
4. If any legislation is compulsorily applicable to any Services under these Standard Terms, then to the full extent that HACIS is permitted to do so or rely upon, nothing in these Standard Terms

shall be construed as a surrender by HACIS of any of its rights and defences or as an increase of any of its responsibilities or liabilities under any such legislation. If any part of these Standard Terms is held to be invalid or unenforceable under any such legislation, the same shall not render invalid or unenforceable any of the remaining parts of these Standard Terms or affect the validity or enforceability of any other parts of these Standard Terms under such legislation.

5. Any right or remedy conferred on HACIS by these Standard Terms shall be in addition to and without prejudice to all other rights and remedies available to it (whether contained in these Standard Terms or under statute or available in law or otherwise applicable).
6. Rights and defences of HACIS provided in these Standard Terms shall apply in any action against HACIS whether founded in contract, tort, bailment, trust or howsoever founded.
7. If there is an inconsistency between any Agreement and these Standard Terms, the terms of the Agreement shall prevail to the extent of the inconsistency.
8. Unless the context otherwise requires, words importing the singular include the plural and vice versa; words importing a gender include every gender; references to persons include any individual, body corporate or unincorporated and any other entity. In these Standard Terms, references to a "Condition" shall be references to the conditions in these Standard Terms. Clause 1 of any Agreement (*Definitions and Interpretation*) shall apply to these Standard Terms, except where the context otherwise requires. References to clauses are to clauses of these Standard Terms. Headings are for convenience only and do not affect construction of these Standard Terms.

Quotations

9. Any and all Quotations are given for immediate acceptance and are subject to withdrawals or revisions.
10. Notwithstanding any previous agreement or indication to the contrary, HACIS shall be permitted to adjust any relevant quotations or charges from time to time with or without notice in instances when changes occur outside of its control, including without limitation changes in currency exchange rates, fuel costs, rates of freight, insurance premiums or any other charges applicable to the cargo or any services.

Role of HACIS

11. Nothing in the Agreement shall create a partnership or joint venture between the Parties.
12. HACIS shall be entitled to carry out any business undertaken or to provide any services agreed to be provided by itself or by its parent, subsidiaries or associated companies or by any sub-contractor(s) nominated by it from time to time. The agreement or contract in which these Standard Terms are incorporated is made by HACIS, as applicable, on its own behalf and as agent for and on behalf of any such companies or sub-contractors as aforesaid and any such company or sub-contractor shall be entitled to the benefit of these Standard Terms.

13. HACIS is not a carrier (whether common or private, actual or contracting) and does not contract hereunder for the carriage of Cargo. HACIS reserves the right at its sole and absolute discretion not to accept any Service Instructions for any business or services in relation to any cargo.

HACIS as Principal or Agent

14. HACIS reserves the right, in its sole discretion, to provide any Service as a principal or to procure as an agent of Customer the provision of any Service by third party(ies). HACIS further reserves the right, in its sole discretion, to act as the agent or sub-contractor of any third party in respect of any contract, transaction, business or service relating to or affecting Customer or Owner.

HACIS acting as Principal

15. HACIS acts as a principal in respect of a Service (to Customer) if and to the extent that one or more of the following is applicable:
 - (a) the Service is solely performed by HACIS itself and the cargo is in its actual and sole custody and control; or
 - (b) HACIS expressly contracts as a principal.

The above shall be subject to any compulsorily Applicable Law, provided however that to the full extent that HACIS is legally permitted to do so, the above shall be relied upon and shall be deemed duly incorporated and applicable to any consideration hereunder.

In acting as principal in respect to a Service, HACIS shall render such Service in a competent and professional manner and in accordance with Applicable Laws within which the Services are rendered.

16. HACIS shall not be taken to be acting as a principal in respect of any Service by reason only of any one or more of the following:
 - (a) charge by HACIS of an inclusive price; or
 - (b) supply by HACIS of its owned or leased equipment and/or facilities; or
 - (c) the arrangement by HACIS for Cargo to be forwarded, carried, transported, stored or otherwise handled together or in consolidation with other cargo.
17. Where and to the extent HACIS acts as a principal in respect of any Services under these Standard Terms, the following terms and conditions in particular shall apply:
 - (a) HACIS will perform or in its own name procure the performance of the Service subject to these Standard Terms.
 - (b) HACIS shall have full liberty to perform the Services itself, or to sub-contract on any terms whatsoever, the whole or any part of the Services. In respect of any Services or part Services sub-contracted, HACIS shall have full benefit of any rights and defences available to the sub-contractors (whether in contract or under statute or otherwise in law) as if such rights and defences were expressly incorporated herein for the benefit of HACIS,

and the liability of HACIS shall be limited to the amount recoverable by HACIS from the sub-contractor.

HACIS acting as Agent

18. Save as expressly provided in any Agreement or in these Standard Terms, all business and services to Customer shall be provided by HACIS as Customer's agent.
19. Without prejudice to the generality of the foregoing, HACIS always acts as an agent:
 - (a) where HACIS procures the issue of a third party waybill or other document containing or evidencing a contract of carriage between a third party and Customer (whether or not the same is signed/issued by HACIS as agent of the third party);
 - (b) when HACIS provides any Service in respect of or relating to customs requirements, taxes, licences, consular documents, certificates of origin, inspection, certificates, insurance, special delivery and other services similar or incidental thereto.
20. Customer hereby expressly consents that HACIS may act as the agent or sub-contractor of any third party in respect of any contract, transaction, business or service affecting Customer or Owner. Where HACIS acts as such agent or sub-contractor, Conditions 26 and 27 without prejudice to HACIS's other rights and defences, shall apply.
21. When HACIS acts as the agent of Customer, HACIS shall be entitled, and Customer hereby expressly authorises HACIS to:
 - (a) enter into all and any contracts with any third party on any terms (whether in the name of Customer or HACIS or otherwise); and
 - (b) do all and any other acts on behalf of Customer as may be necessary or desirable to fulfil Customer's Service Instructions.
22. HACIS shall be entitled, at its sole discretion, to delegate its authority in whole or in part.
23. In entering into any contract or doing any act as referred to in Condition 19, HACIS does not itself make or purport to make any contract with Customer for provision of the Services by itself but acts solely as an agent of and on behalf of Customer in procuring the Services by third party(ies) so that the contractual relationship is between Customer and the third party(ies). HACIS shall not be liable for any acts or omissions of the third party(ies) and Customer shall defend, fully indemnify and hold harmless HACIS from and against any liabilities which HACIS may incur arising from such contracts or acts. In acting as an agent of and on behalf of the Customer, HACIS represents and warrants that it has conducted appropriate due diligence in arranging for the provision of Services by relevant third parties.
24. Without prejudice to the generality of Condition 21, HACIS shall not be under any liability to Customer or Owner by reason of having entered into any contract on behalf of Customer, whereby the extent or degree of liability assumed by a third party is in any respect excluded or limited, unless such contract is entered into contrary to prior written Service Instructions given by Customer and accepted in writing by HACIS.

25. Unless otherwise requested by Customer in writing and agreed by HACIS in writing prior to or at the time of acceptance of Customer's Service Instructions, Customer shall be deemed to have waived all rights of enquiry of the terms and conditions and other particulars of contracts or arrangements entered into by HACIS pursuant to Condition 19.

HACIS acting as Agent or Sub-Contractor of Third Party

26. Where HACIS acts as agent or sub-contractor of a third party, then, without prejudice to HACIS's other rights or remedies, in respect of any act or omission committed by HACIS in the course of such agency or sub-contracting, HACIS shall be entitled (as against Customer, Owner or others) to all rights and defences available to such third party (or its agents or sub-contractor and whether contained in contract or under statute or otherwise available in law) as if such third party rights and defences were expressly incorporated in these Standard Terms for the benefit of HACIS and made applicable to such act or omission.
27. Condition 26 (without prejudice to its general applicability) shall apply where HACIS is acting as agent or sub-contractor of a third party and on behalf or at the instructions of such third party makes or arranges to be made delivery (after discharge) or collection (before loading) of cargo.

Acceptance of the Standard Terms and Customers Warranties

28. Where the Customer is not itself the owner of cargo:
- (a) the Customer warrants that he is either the freight agent of the owner or the authorized agent of the owner of the cargo in relation to which HACIS is undertaking any business or is providing any services and the Customer warrants that he is authorized to enter into the contract with HACIS in which these Standard Terms are incorporated and to accept these Standard Terms on behalf of the owner of the cargo and that he is entering into such contract and accepting these Standard Terms both for himself and as agent for and on behalf of the owner of the Cargo.
 - (b) all representations, warranties, undertakings, agreements, obligations (including obligations to pay), liabilities, and indemnities expressed or implied to be made, given or assumed by Customer in or under these Standard Terms shall be deemed to be have been made, given and assumed by Customer jointly and severally with each and every person included in the definition of "Owner".
 - (c) all and any rights and defences available to HACIS (including but not limited to exclusions/exemptions and limitations of liabilities and liberties) available to HACIS may be enforced or raised by it against Customer and Owner (and each and any of them); and
 - (d) unless otherwise herein expressly provided, any agreement of Customer to indemnify HACIS shall be construed as an agreement to indemnify HACIS, its servants, agents and sub-contractors (and each and any of them).
29. Customer expressly warrants that Customer is either the Owner or authorised agent of Owner and that it is authorised to accept and accepts these Standard Terms not only for itself but also for and

on behalf of Owner. Where Customer acts as agent, Customer also accepts liability under these Standard Terms to HACIS concurrently and jointly and severally with Owner.

30. Customer also warrants to HACIS as follows:

- (a) the Customer will not seek to impose upon any parent, subsidiary or associated companies of HACIS or any sub-contractor(s) any liability exceeding that accepted by HACIS.
- (b) except pursuant to special arrangements previously agreed in writing by HACIS, it shall not tender for Services any dangerous, valuable, vulnerable or perishable Cargo; live animals or plants or other Cargo which require any special handling or attention whatsoever.
- (c) if HACIS agrees to accept for Service any Cargo which require temperature control, Customer warrants that it shall not tender any such Cargo without having previously given written notice of their nature and particular temperature range to be maintained and, in the case of a temperature controlled Transport Unit packed by or on behalf of Customer, Customer further warrants that the Transport Unit has been properly pre-cooled or pre-heated as required; the Cargo have been properly placed and secured in the Transport Unit; and the Transport Unit thermostatic controls have been properly set.
- (d) Service Instructions given to HACIS (or any person on its behalf) are clear, lawful, reasonable, sufficient and executable.
- (e) the Cargo is lawful and contains or consists of no contraband or prohibited items or any item which infringes or may infringe intellectual property or other rights of any other person.
- (f) the Cargo is fit for carriage (overseas or local), storage, packing or handling pursuant, related or incidental to the Customer's Service Instructions, and is not Cargo (or consist of Cargo) included in the Dangerous Cargo (Classification) Regulations of the Laws of Hong Kong (Cap. 295) in effect from time to time and the IATA Dangerous Cargo Regulations and ICAO's Technical Instructions For The Safe Transport of Dangerous Goods by Air prevailing at the time HACIS confirms acceptance of the Customer's Service Instructions, nor Cargo (or consist of Cargo) of comparable hazard or cargo that would be identified as such under any compulsorily Applicable Laws. Customer acknowledges and agrees that any non-compliance of any Cargo with the foregoing, whether in whole or in part, shall be notified to HACIS in the Service Instructions, with any such Cargo to only be acceptable for carriage subject to HACIS's prior written consent, granted at HACIS's absolute discretion. The Customer further warrants that it will at all times have available for independent confirmation any particulars as may be necessary to ensure Customer's compliance with this paragraph (f).
- (g) when presented to HACIS (or any person on its behalf) the Cargo is in such condition so as not to cause any damage or injury or likely to cause damage or injury to people or property of HACIS or any other Cargo or any persons for any reason whatsoever.
- (h) No less than three (3) Business Days prior to presentation of the Cargo to HACIS (or any person on its behalf), Customer shall have notified HACIS in writing of any special nature of the Cargo which require special or specific precaution or attention or handling.

- (i) particulars of Cargo given to HACIS (or any person on its behalf) are complete, accurate and include all data necessary to accomplish the required Services safely and effectively.
- (j) the Cargo has been properly, securely and sufficiently packed and prepared (including proper labelling and marking) in compliance with any statutory regulations or official or recognised standards, and that such packing and preparation are appropriate to all operations affecting the Cargo and in particular to withstand the ordinary risks of handling, storage and carriage.
- (k) where Cargo has been received from Customer already packed in or on a Transport Unit not provided by HACIS, the: (i) Cargo have been properly and competently packed into/onto the Transport Unit; (ii) the Cargo is suitable for handling or carriage in/on the Transport Unit being utilised; and (iii) the Transport Unit is in a suitable condition to carry the Cargo packed therein or thereon onto the destination intended.
- (l) where HACIS receives Cargo packed by Customer in a Transport Unit provided by HACIS: (i) prior to and at the time of packing, Customer has inspected the Transport Unit and has found the same to be in such good repair and condition as it suitable for the packing of the Cargo and for the carriage and all other handling; (ii) the Cargo has been properly and competently loaded into/onto the Transport Unit; and (iii) the Cargo is suitable for handling or carriage in/on the Transport Unit being utilised.
- (m) customer has complied with all laws and regulations relating to the Cargo as regards *inter alia* their nature, condition, packing, labelling, marking, description, handling, storage and carriage or similar.
- (n) customer holds professional knowledge, to such degree as is customarily and widely assumed by international and reputable businesses of its kind, about its business and matters relating thereto and is able, prepared and willing to fulfil all of the aforementioned under this Condition 30 and use all reasonable endeavours to co-operate with HACIS for efficient execution of the Services.

31. Where HACIS agrees to provide dedicated logistic and distribution services Customer shall also be responsible to provide HACIS on a continuing basis with:

- (a) rolling forecasts of Cargo throughput and movement at such intervals and with such other information as HACIS may reasonably require;
- (b) all necessary product data, including physical characteristics, packing details, pallet stacking method and any special logistics requirements; and
- (c) compatible computer links (including hardware and software) connecting to HACIS' computer system and with obligation to maintain the same at its sole cost and expense.

Service Instructions

32. At any time during the Contract Term, the Customer may send a Service Instruction to HACIS.

33. In the event that HACIS requests additional information in relation to the Services, the Customer shall provide such information without delay.
34. All Service Instructions from the Customer to HACIS shall be given or confirmed in writing by the Customer and shall be signed by the Customer or an authorized officer of the Customer.
35. HACIS may, but is not obliged to, depart or withdraw from any of the Customer's Service Instructions in transacting any business or providing any services, if HACIS is of the opinion that such departure or withdrawal is necessary or desirable in the interests of the Customer or if it is of the opinion that it is expedient to do so.
36. HACIS reserves the right to reject any request for Services that is containing information that complies with the Agreement or these Standard Terms.
37. HACIS is under no obligation to perform or provide any Services until a Service Instruction has been duly signed and agreed by the authorised representatives from both Parties.
38. In the event that HACIS reasonably believes that the terms or conditions requested by the Customer:
 - (a) are not possible to meet;
 - (b) are commercially unacceptable;
 - (c) are contrary to health and safety legislation; or
 - (d) contravene any other Applicable Laws, regulations or ordinances or similar,

HACIS shall not be obliged to provide the Services and may decline to provide the Services without incurring any obligations or liabilities thereafter.

Handling of Cargo by HACIS

39. Subject to express written Service Instructions accepted by HACIS in writing, HACIS reserves to itself absolute discretion as to the means, routes, methods, and procedures to be followed in the provision of Services and the handling, storage, transportation or other dealings of the Cargo.
40. If in the opinion of HACIS it is at any stage necessary or desirable in the Customer's interest to depart from Customer's Service Instructions, HACIS may (but is not obliged to) do so and Customer hereby authorises such departure.
41. HACIS may at any time comply with orders or recommendations given by any Government authority or agency. Responsibility and liability of HACIS in respect of the Cargo shall cease on delivery or other disposition of the Cargo in accordance with such orders and/or recommendations. Pending forwarding or delivery, Cargo may be warehoused or otherwise held at any place(s) at the sole discretion of HACIS at the cost and risk of Customer.
42. HACIS shall not be under any duty whatever to enquire or ascertain the contents or nature of any Cargo in respect of which it is undertaking any business or providing any Services or has contracted so to do. HACIS shall be under no liability whatsoever arising from any failure to

enquire or ascertain as aforesaid and any such failure shall not be construed or regarded as misconduct on the part of HACIS in any circumstances. If HACIS elects to open any package or Transport Unit, it may do so at any time without notice to Customer to inspect, examine, weigh or measure the Cargo and any expense resulting there from shall be borne by Customer.

43. In undertaking any business in respect of any Cargo and in performing services in relation to Cargo, HACIS will comply with its normal procedures for such services and will not give the Cargo any special care or take any special steps or precautions in relation to the same, unless specific written Service Instructions are given to HACIS to the contrary and HACIS has accepted them in writing. Where such Service Instructions are given, HACIS reserves the right at its sole and absolute discretion not to accept the Service Instructions. If HACIS accepts such Service Instructions, it shall be entitled to impose such additional charge as may be reasonable in the circumstances and as HACIS may decide.
44. If the Cargo consists of Cargo of such a nature as to require special care or the taking of special precautions, the Customer shall give, no less than three (3) Business Days prior to presentation of such Cargo, prior written notification to HACIS giving an accurate description of the special care required and stating precisely all special precautions necessary. Where such notification is not given, HACIS shall be under no liability whatsoever for any subsequent rejection by HACIS of any respective Services or for any deterioration, loss or destruction of or damage to the Cargo or any part of the Cargo or for any other delay, loss or damage including but not limited to any deterioration, loss, damage or destruction caused by HACIS's misconduct or the misconduct of HACIS's employees or agents.
45. Except under special arrangements previously agreed in writing, HACIS reserves the right to not accept Cargo that, in its sole opinion, is not fit for carriage (overseas or local) or is Cargo included in the Dangerous Cargo (Classification) Regulations of the Laws of Hong Kong (Cap. 295) in effect from time to time, the IATA Dangerous Cargo Regulations, or any other similar Applicable Laws, prevailing at the time HACIS confirms acceptance of the Customer's Service Instructions and are or consist of Cargo of comparable hazard or Cargo (or consist of Cargo) otherwise likely to cause any direct or indirect damage.
46. HACIS or such other person shall have the right to decide whether or when the Cargo or Cargo are or become (or consist of Cargo which are or become Cargo) unfit for carriage (overseas or local), storage, packing, or handling or are or become Cargo (or consist of Cargo which are or become Cargo) which are otherwise likely to cause damage. If such Cargo are accepted under arrangements previously made in writing, they may nevertheless be destroyed or otherwise dealt with at the risk and expense of and without any liability to the Customer in the sole discretion of HACIS or any other person in whose custody or control they may be at the relevant time on account of risk to other Cargo, property, life or health. The expression "Cargo likely to cause damage" includes is not limited to Cargo likely to harbour or encourage vermin or other pests.
47. Except under special arrangements previously made in writing HACIS will not accept or deal with cash, currency, bullion, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants. Should the Customer nevertheless deliver any such Cargo to HACIS or cause HACIS to handle or deal with any such Cargo otherwise than under special arrangements previously made in writing, HACIS shall be under no liability whatsoever for or in connection with the Cargo howsoever caused.

48. HACIS is entitled to but is not under any duty to inspect the Cargo or cause Cargo to be inspected.

Service Charge and Lien

49. The Customer shall pay to HACIS the charge or charges for handling the Cargo and for performing the specified services in relation to the Cargo at the rate or rates stipulated in HACIS's tariff for the year on which HACIS confirms the acceptance of the Customer's Service Instructions on presentation of an invoice or invoices for the same by HACIS.
50. Unless otherwise agreed by HACIS in writing, all sums due to HACIS shall be paid to HACIS in cash without any deduction immediately upon presentation of an invoice or invoices for the same and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off (equitable or otherwise), or any other reason whatsoever.
51. HACIS (without prejudice to its other rights or remedies) shall be entitled to impose late interest charge at the rate of two per cent (1%) per month on the overdue account.
52. HACIS shall have the right to enforce any liability of the Customer under these Conditions or to recover any sums to be paid by Customer under these Conditions not only against or from Customer but also against or from Owner.
53. If any money owing to HACIS is not paid when due, HACIS, without prejudice to its other rights or remedies, may at any time thereafter by notice in writing to Customer (or without notice if Customer cannot reasonably be traced) and without liability whatsoever immediately, terminate:
- (a) provision of all or any Services, whether or not such Services relate to the money overdue; and/or
 - (b) all or any credit facilities to Customer, whereupon all moneys owing by Customer not otherwise due for payment shall become due and payable immediately.
54. No extension of time or other indulgence for payment purportedly given by or for HACIS shall be binding on HACIS unless in writing and signed by HACIS authorised officers. If HACIS in its sole discretion agrees to the payment of any sum owing to it by instalments and Customer defaults in paying any such instalment, the entire balance outstanding at the time of default shall become due and payable immediately.
55. HACIS shall have a particular and general lien and right of detention on all Cargo and documents relating thereto and other property of Customer or Owner in its possession, custody or control for all sums due at any time from Customer and/or Owner to HACIS on any account whatsoever (whether or not relating to any Cargo or Services or other Cargo or services). Storage charges shall continue to accrue on any Cargo detained under this Condition and shall be for the Customer's account only.
56. HACIS may refuse to deliver up the Cargo or any part of the Cargo to any person unless and until all charges due to HACIS in relation to services provided by HACIS and all other sums (if any) owed by the Customer to HACIS shall have been paid in full.

57. HACIS may at any time require the Customer to remove the Cargo within twenty-four (24) hours if any payment due to HACIS is unpaid for 7 days after becoming due for payment and upon the Customer's failure so to remove the Cargo within twenty-four (24) hours of the service of notice by HACIS requiring the Customer so to do, HACIS may sell the Cargo or any part of the Cargo and defray its charges and expenses out of the proceeds of sale. Any charges or expenses not so defrayed out of the proceeds of sale shall be paid to HACIS by the Customer and shall remain a debt due to HACIS by the Customer. The manner and conduct of such sale shall be determined by HACIS in its absolute discretion. Any surplus on such sale after satisfaction of all costs, charges and expenses of HACIS shall be handed over to the Customer or if he cannot be found be held in trust for him without any interest. The tender or payment of any such surplus to the Customer shall discharge HACIS from all liabilities whatsoever in respect of the Cargo or any part of the Cargo and any contract relating to the Cargo. Where surplus on such sale is held in trust for the Customer for a period of one year, all claims of the Customer to such surplus shall cease and be extinguished and HACIS shall be entitled to retain the same for its own use and benefit. The Customer shall reimburse HACIS for all expenses incurred by HACIS in holding any money in trust for him under this Condition.
58. HACIS may also sell or otherwise dispose of the Cargo or any part of the Cargo at the risk and expense of the Customer where the Cargo cannot be delivered to the Customer and is unclaimed by the Customer for a period of twenty-one (21) days after it is in the possession of HACIS. The provisions of Condition 55 shall apply to any such sale or disposal and to the proceeds of such sale or disposal. The Customer shall fully indemnify and hold HACIS harmless (acting for itself and as agent for the trustees of the Customer) against and all losses which HACIS may incur or sustain arising out of or in connection with the sale or disposal.
59. HACIS shall not be obliged to arrange for the Cargo to be packed, stored, handled or delivered separately from the cargoes of other customers. HACIS is authorized to arrange for the Customer's Cargo to be consolidated with other cargoes. Such consolidation shall not imply that HACIS is contracting as a carrier.
60. HACIS shall not be obliged to incur any expense or advance any money in connection with the Cargo or the clearing of the same through the customs or taking delivery of the same from any party unless such expenses shall have been previously paid to HACIS by the Customer.
61. The Customer shall be fully responsible for all documentation in relation to Cargo and to the shipment, import and export of the Cargo.

Insurance

62. The Cargo may be insured through HACIS at the request and cost and in the name of the Customer or the owner of the Cargo against destruction or damage by fire and such other risks as the Customer may stipulate only upon express written Service Instructions being given by the Customer to HACIS and accepted by HACIS in writing. HACIS shall not be under any obligation to arrange or effect a separate insurance on each consignment but may declare it on any open or general policy.
63. Where the Customer requests HACIS to procure any insurance on its behalf, any and all premiums and costs in connection with procuring such insurance shall be paid by Customer. For the avoidance of doubt, HACIS will be under no obligation to procure insurance on Customer's behalf and neither warrant nor undertakes that any such insurance can or will be placed.

64. Insofar as HACIS agrees to procure insurances on behalf of Customer further to Clause 63 above, HACIS will ask an insurance broker to procure the insurance. In no way will HACIS act as either a Principal or Agent in for the purpose of procuring the insurance and HACIS does not accept any liability whatsoever and howsoever caused for procuring the same.
65. Any insurance procured by an insurance broker upon request of HACIS is subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk and shall be governed by the certificate or applicable policy issued. Furthermore, such insurance will only be effective when accepted by the insurance company or companies or other underwriter(s) concerned.
66. HACIS shall be entitled to charge such fees as it may deem necessary for procuring insurance cover on behalf of Customer under these Conditions 62 to 67.
67. Should the insurers dispute their liability for any reason Customer shall have recourse against the insurers only and HACIS shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by HACIS or paid to HACIS by Customer.

Declarations and Preservation of Rights

68. HACIS shall not be obliged to make any declaration for the purpose of any statute, convention or contract as to the nature or value of any Cargo or as to any special interest in delivery or to make any declaration as to specific stowage and storage requirements of any Cargo, unless express written Service Instructions had been given by the Customer and accepted by HACIS in writing.
69. Where there is a choice of rates according to the extent or degree of liability assumed by air, road and sea carriers, warehousemen or other service providers, Cargo will be forwarded, dealt with, etc., at Customer's risk and at such charges, including the lowest charges, as HACIS may at its discretion decide.
70. Statements or declarations of the value or nature of Cargo for insurance, export, customs, documentary credit, invoicing or other purposes shall not constitute Service Instructions to HACIS to make any declaration for the purposes of these Conditions
71. HACIS shall have no obligation to give any notice of claim, or notify Customer or Owner or any other person to give any notice of claim, or otherwise take any action to preserve or protect any right or potential right which Customer or Owner or any other person may have against any third party.

Exclusions

72. HACIS (whether acting as agent or principal) shall not be liable for any delay and any loss or damage or any matter whatsoever if and to the extent the same was caused by any of the following:
 - (a) any act or omission or breach of warranty of Customer or Owner or any person (other than HACIS) acting on behalf of Customer or Owner;

- (b) compliance with Service Instructions given by or on behalf of Customer or Owner or a Government authority;
- (c) insufficient packing, marking, labelling and/or numbering of the Cargo unless HACIS had itself undertaken to carry out the same by itself;
- (d) handling, loading, stowing, unloading of Cargo by Customer or Owner or any person (other than HACIS) on behalf of Customer or Owner;
- (e) inherent vice or defects of Cargo;
- (f) riots, civil commotions, strikes, lock outs, stoppage or restraint of labour;
- (g) fire, flood, storm explosion or theft;
- (h) any cause or event which HACIS was unable to avoid and the consequences whereof HACIS was unable to prevent by the exercise of reasonable diligence;
- (i) any act or omission of HACIS the consequences of which it could not reasonably have foreseen;
- (j) compliance with the Service Instructions of any person entitled to give them;
- (k) any damage to or loss of Cargo caused by a Force Majeure, any fair wear and tear characteristics attributable to the Cargo, any defects in packaging (including but not limited to visible defects in packaging or circumstances where the external packaging is in apparent good condition but its contents have been otherwise damaged or lost), and any seizing or discarding or disposition of such Cargo by any authorities as a result of violation of compulsorily Applicable Laws, and any fault by any third party or person.

Limitation of Liability

73. Subject to the exclusions at Condition 72 above, HACIS shall not be liable to the Customer:

- (a) for loss or damage (physical or otherwise), including but not limited to loss or damage resulting from non-delivery of Cargo or mis-delivery of Cargo to a wrong party caused by a mere act or omission, a failure to carry out or negligence in carrying out the Customer's Service Instructions, or by any failure to perform or negligence in performing HACIS's obligations (whether such obligations arise by contract or otherwise), unless such loss or damage, non-delivery or mis-delivery occurred whilst the Cargo was in the actual custody of HACIS and under its control and that the loss or damage, non-delivery or mis-delivery was due to the Wilful Misconduct of HACIS or its own servants, agents, sub-contractors or other persons for whom HACIS is responsible.
- (b) for loss of or damage to other property of the directors, officers, agents or employees of the Customer or any third party caused by the Cargo, Transport Unit or otherwise unless such loss or damage is due to the Wilful Misconduct of HACIS or its own servants, agents, sub-contractors or other persons for whom HACIS is responsible.

- (c) to the extent permitted by Applicable Laws for injury to, or death of any directors, officers, agents or employees of the Customer or any third party caused by the Cargo, Transport Unit or otherwise unless such injury or death is due to the Wilful Misconduct of HACIS or its own servants, agents, sub-contractors or other persons for whom HACIS is responsible.
74. Notwithstanding any negligence of HACIS its servants, agents, sub-contractors or other persons for whom HACIS is responsible, HACIS shall not be liable for any non-compliance or mis-compliance with Service Instructions given to it unless it is proved that non-compliance or mis-compliance was caused by the Wilful Misconduct of HACIS or its own servants.
75. Notwithstanding any other provisions in these Standard Terms, HACIS's responsibility or liability hereunder shall cease as soon as the Cargo ceases to be in the custody or control of HACIS hereunder.
76. Save as provided above HACIS shall be under no further liability, whatsoever and howsoever arising, and whether in respect of or in connection with any Cargo or Services. The foregoing shall include, to the extent permitted by Applicable Laws, any negligence that is otherwise not provided for under Conditions 73 to 75 above on the part of HACIS, its servants or agents or sub-contractors or other persons for whom HACIS is responsible.
77. HACIS's liability limitation for any claim for loss of or damage to Cargos shall be a sum at the rate on Twenty-two (22) SDRs per kilogramme of the gross weight of the Cargo lost or damaged or two (2) million Hong Kong Dollars per incident, whichever is the lower. Customer expressly agrees herein that the liability of HACIS (whether HACIS is acting as carrier, servant or agent) shall not exceed the lesser of: (i) the value of the Cargo lost or damaged or (ii) a sum at the rate on Twenty-two (22) SDRs per kilogramme of the gross weight of the Cargo lost or damaged. The value of the Cargo shall be the bona fide FOB invoice value plus (if paid) freight and insurance. If there is no bona fide invoice value of the Cargo, the value of the Cargo shall be such value as at the place and time they are delivered to Customer or person nominated by Customer, or at the place and time they should have been delivered, calculated by reference to the market value of Cargo of the same kind and quality.
78. In the case of loss or damage of part of the Cargo, or of any object contained therein, then if a liability arises the weight to be taken into consideration in determining the amount to which Carrier's liability is limited shall be only the weight of the items (smallest unit of account being an object, package, box, or carton) affected when unpacked irrespective of the number of packages identified on Air Waybill or Shipment Record.
79. Nevertheless, when the loss or damage of part of the shipment, or of an object contained therein, affects the value of other packages, boxes or cartons covered by the same Air Waybill, the total weight of such affected package, box or cartons shall also be taken into consideration in determining the limit of liability. In the absence of proof to the contrary, the value of such part of the shipment lost or damaged as the case may be, shall be determined by reducing the total value of the shipment in the proportion that the weight of that part of the shipment lost or damaged has to the total weight of the shipment.
80. In the case of any other claim (not involving loss of or damage to Cargo); an amount equal to the charges actually paid to HACIS by Customer for the Service (or part of the Service, as the care may be), the subject matter of the claim.

81. HACIS shall be under no liability whatsoever and howsoever arising or any (i) loss of business opportunities and contracts, loss of market, revenue, profits, anticipated savings, goodwill or reputation (whether arising directly or not) and (ii) special, indirect or consequential loss or damage arising from the provision of any Service or Cargo, whether or not HACIS had knowledge that such loss or damage might be incurred.

Customer Indemnities

82. Customer undertakes that no claim shall be made against any officer, servant, agent or sub-contractor of HACIS which imposes or seeks to impose upon such person any liability in connection with any Services and/or Cargo whether or not arising from negligence on the part of such person (except where such person is a third party providing a Service as an independent contractor to Customer through the agency of the HACIS, in which case Customer may proceed against such third party under of the terms of the contract procured on its behalf from such third party by HACIS acting as Customer's agent). Subject to the exception aforesaid, if any such claim is made, Customer shall fully indemnify and save harmless HACIS and such person from and against all consequences thereof.
83. Without prejudice to Condition 83, every officer, servant, agent and (unless trading directly with Customer under its own conditions through the agency of HACIS) sub-contractor of HACIS shall have the benefit of the rights and defences afforded to HACIS under these Conditions as if the same were expressly included for their benefit; and in entering into this contract, HACIS, to the extent of such rights and defences, does so not only for itself but also as agent and trustee for such persons.
84. Without prejudice to the Wilful Misconduct exceptions in Condition 73 Customer shall unconditionally and irrevocably indemnify and hold harmless HACIS and its shareholders, directors, employees, agents and customers ("HACIS Indemnified Persons") from and against:
- (a) all liabilities, claims, damages, costs and expenses (including legal expenses and lawyers fees) in respect of loss of or damage to the Customer's property and/or injury to or death of the directors, officers, agents or employees of the Customer.
 - (b) all liabilities, claims, damages, costs and expenses (including legal expenses and lawyers fees) in respect of loss of or damage to the property and/or injury to or death of the directors, officers, agents or employees of a third party.
 - (c) all liabilities, claims, damages, costs and expenses incident thereto or incident to successfully establishing the right to indemnification (including legal expenses and lawyers fees) for any loss or damage caused by the Customer to third parties suffered or incurred by HACIS Indemnified Persons (including any claims made by third parties) in any way relating to or arising out of any act or omission of Customer's representatives, agents, employees or contractors in transporting, loading, unloading or handling Cargo.
 - (d) all and any liabilities and expenses (including lawyers, surveyors and experts fees) arising as a result of HACIS acting in accordance with Customer's Service Instructions or arising from any breach by Customer of any warranty representation or undertaking herein contained or from any act or omission of Customer or Owner or their respective servants, agents or sub-contractors;

- (e) all and any claims, costs and demands whatsoever and by whomsoever made or preferred in excess of the liability of HACIS under these Standard Terms or any Applicable Laws.
 - (f) all and any claims of a salvage nature which may be made on HACIS, and Customer shall provide such security as may be required by HACIS in this connection on demand.
 - (g) all penalties, claims, damages, costs, expenses and any other liabilities whatsoever arising in connection with Cargo that is not fit for carriage (overseas or local), that is Cargo included in the Dangerous Cargo (Classification) Regulations of the Laws of Hong Kong (Cap. 295) in effect from time to time and the IATA Dangerous Cargo Regulations prevailing at the time HACIS confirms acceptance of the Customer's Service Instructions and the Cargo consists of Cargo of comparable hazard or Cargo (or consist of Cargo) otherwise likely to cause damage, whether or not HACIS is aware of the nature of such Cargo.
 - (h) against all losses which HACIS may incur or sustain arising out of or in connection with the refusal to deliver Cargo to the Customer due to its failure to pay all charges due to HACIS in relation to services provided by HACIS and all other sums (if any) owed by the Customer to HACIS.
 - (i) against all losses which HACIS may incur or sustain arising out of or in connection with the sale or disposal of Cargo where the Cargo cannot be delivered to the Customer and is unclaimed by the Customer for a period of twenty-one (21) days after it is in the possession of HACIS;
 - (j) against all losses and liabilities arising in connection with the removal, destruction or disposal of any dangerous or perishable Cargo by HACIS or any party in whose custody the Cargo may be at the relevant time, if in the opinion of either party such Cargo poses a risk to other Cargo, property, life or health.
 - (k) all and any liabilities, claims, demands, actions and accounts and all losses, expenses and damages which may be made against HACIS or which HACIS may incur or suffer as a result of or in consequence of a breach of any of the warranties that the Customer breaches howsoever arising.
85. Advice and information, in whatever form given, is provided by HACIS (or its agent) for the Customer only, Customer shall indemnify and save harmless HACIS from and against any liabilities arising out of any other persons relying upon such advice or information; except under special arrangements previously made in writing, advice and information not related to Service Instructions accepted by HACIS is provided gratuitously and without liability.

Notice of Claims and Time Bar

86. Any claim by the Customer against HACIS hereunder shall be made in writing and notified to HACIS :
- (a) in the case of physical damage or partial loss to Cargo within seven (7) days after the Cargo ceases to be in HACIS's custody or control,
 - (b) in the case of non-delivery (including loss or mis-delivery to a wrong party) within fourteen (14) days from the date when Cargo should have been delivered, and
 - (c) in any other case within five (5) days of the event giving rise to the claim.

87. Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred.
88. Any right of action against HACIS shall be extinguished and HACIS discharged from all liability if judicial proceedings are not instituted within ninety (90) days of the date notice of the claim is given to HACIS as aforesaid.
89. No claim of any kind shall be made against any servant or agent of HACIS or of any of HACIS's parent, subsidiary and associated companies or sub- contractors on any ground whatsoever.
90. These provisions shall apply whatever the nature of the proceedings (whether or not in contract or tort or bailment or otherwise) by which liability may be enforced.

Taxes, duties and fines

91. Customer shall be solely liable for all taxes, tariffs, levies, import and export duties and other government charges and outlays whether now imposed or becoming effective within the Agreement term, in relation to the Services, Cargo or commercial documents relating to the Cargo.
92. Customer shall be solely liable for any payments, fines, expenses, loss or damage whatsoever incurred by HACIS its servants or agents or sub-contractors in relation to the Cargo or commercial documents relating to the Cargo.

Excusable Delay

93. If any Party is prevented from, or delayed in, performing any of its obligations under the Agreement (other than payment of any monies owing to the other Party) by a Force Majeure, the Party so affected (the "Affected Party") shall be excused from such obligations to the extent and for the duration that the Force Majeure prevents or delays the performance by the Affected Party of those obligations.
94. The Affected Party shall give notice to the other Party as soon as practicable and in any event within seven (7) days after the start of the Force Majeure, and the notice shall include, insofar as known, the date on which the Force Majeure started and a statement of the probable extent to which the Affected Party will be unable to perform or will be delayed in performing its obligations under the Agreement.
 - (a) The Affected Party shall use its reasonable endeavours to mitigate the effects of the Force Majeure on the performance of its obligations under the Agreement.
 - (b) As soon as reasonably possible after the end of the Force Majeure, the Affected Party shall notify the other Party in writing that the Force Majeure has ended and shall resume performance of its obligations under the Agreement.
 - (c) If the performance by a Party of substantially all of its obligations under the Agreement is prevented or delayed by a Force Majeure for a period of more than [sixty] (60) consecutive days, either Party may terminate the Agreement and neither Party shall have any claim whatsoever against the other Party in relation to such termination but this release shall not affect liability for any cost, expense or damage arising prior to such termination.

- (d) For the purposes of this Condition "**Force Majeure**" means any event beyond the reasonable control of the Affected Party, including but not limited to: war (whether declared or not), civil war, riots, revolution, terrorism, invasion, acts of sabotage and/or piracy, natural disasters such as violent storms, earthquakes, tidal waves, floods or lightning, explosion, fire, strikes and labour disputes, embargo, non-performance by any HACIS instructed suppliers or subcontractors, acts of a Competent Authority whether lawful or unlawful, epidemics, landslides, failure of power supply, breakage or accident to or loss of items of plant and equipment at SuperTerminal 1, and any inadequacy or breakdowns resulting from any of the events described above. For the avoidance of doubt, lack of funds of a Party shall not constitute a Force Majeure.

Notices

95. The Customer shall keep HACIS informed from time to time of his address and of any change of such address.
96. Any notice or communication required to be given or sent by HACIS to the Customer hereunder or in connection herewith shall be deemed properly given or sent if delivered or sent by post addressed to the Customer at the last address of which the Customer shall have given notice to HACIS.
97. All notices required to be given to HACIS under these Standard Terms shall be in writing delivered to or sent by mail (postage prepaid) to HACIS' registered office for the time being in Hong Kong or such other address as HACIS may notify Customer in writing.

Compliance

98. Each Party shall comply with Applicable Laws when performing its obligations under the Agreement. Customer shall comply with all reasonable directions of HACIS when attending the SuperTerminal 1, and shall ensure that its representatives also comply with such directions.
99. The Customer shall comply with all laws, customs or regulations, whether local or foreign, which may apply to the Export or Import Cargo or the handling or transit of the Export or Import Cargo and shall indemnify HACIS against all penalties, fines, duties, claims, losses or expenses which may be imposed or made against HACIS or which HACIS may incur or sustain as a result of a breach of this Condition.

Entire Agreement

100. The Agreement constitutes the entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all prior agreements, understandings or arrangements (both oral and written) with respect to such subject matter.

Confidentiality

101. Each Party shall keep confidential and shall not, during the Term of the Agreement and for a period of five (5) years following its termination or expiration in accordance with the terms thereunder, without the prior written consent of the other Party, disclose to any third party the terms and conditions of the Agreement, or any documents or information furnished directly or indirectly by the other Party in connection with the Agreement, except that a Party may disclose

such information to its shareholders, directors, officers, employees, contractors or advisors and to any Competent Authorities or as required by any Applicable Law.

Intellectual Property

102. All rights and title to any intellectual property independently owned or developed by a Party (the "First Party") and is provided to the other Party for the purposes of the Agreement shall remain vested solely in the First Party.
103. For the purpose of performing the Services under the Agreement, the First Party shall grant the other Party a non-exclusive, free licence to make use of such intellectual property. Such licence shall automatically terminate upon the termination or expiry of the Agreement.

Assignment

104. Neither Party may assign or otherwise transfer any of its rights, title interest or obligations under the Agreement without the prior written consent of the other Party.

Subcontracting

105. HACIS may, at its sole discretion, subcontract the performance of any Service (or any element of any Service) to any subcontractors or otherwise, provided that:
 - (a) such works shall be performed in accordance with the terms and conditions of the Agreement; and
 - (b) HACIS obligations under Standard Terms and the Agreement shall remain duly in force.

Amendment

106. No servant or agent of HACIS has authority to waive or vary any provision of these Standard Terms, unless such waiver or variation is in writing and signed by a director of HACIS.
107. The Agreement may only be amended, modified, supplemented or released by an instrument in writing signed by a duly authorized officer of each of the Parties.

Waivers

108. The failure or delay of either Party to require performance by the other of any provision of the Agreement shall not affect such Party's right to require performance of that provision unless and until performance has been waived in writing.

Severability

109. If any provision (or part of a provision) of the Agreement is or becomes invalid, void, illegal or unenforceable under applicable laws, the remaining provisions shall not be affected in any respect.
110. If any provision of these Standard Terms be declared void invalid or unenforceable by any court of law, the remaining provisions of these Standard Terms shall to the extent permitted by such

declaration remain in full force and effect as though the void invalid or unenforceable provisions never formed part of these Standard Terms.

Survival

111. In addition to those Clauses and Conditions which are expressly stated to survive the expiry or termination of the Agreement and the Schedule, the warranties, exclusions, limitation of liability and indemnities Conditions shall continue in force after and despite expiry or termination of the Agreement.

Remedies cumulative

112. Except as otherwise provided in the Agreement, the rights of the Parties under the Agreement and this Condition are cumulative and do not exclude or restrict any other rights.

No third party rights

113. Except where expressly stated otherwise, this Schedule is not intended to, nor does it create, any rights, claims or benefits enforceable by any person not a party to it.

Further assurances

114. Each Party represents to the other that it has the power to enter into and perform its obligations under the Agreement and that all necessary corporate and other action has been taken to authorise the entry into and performance of its obligations under the Agreement.
115. Except as expressly set out above, neither Party is not relying on any statements, warranties or representations made by the other Party in relation to the subject matter of the Agreement.
116. Each Party shall promptly and duly execute and deliver to the other Party any additional documents and take such further actions as the other Party may from time to time reasonably request, in order to give effect to the terms of the Agreement.

Conflicting Terms and Order of Precedence

117. To the extent of any conflict between these Standard Terms and the body of the Agreement; the Agreement shall prevail; Schedule 2 shall prevail over the other documents (except for the body of the Agreement)s.

Governing Law

118. These Standard Terms and any Agreement in which they are incorporated shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

Jurisdiction and Dispute Resolution

119. The Parties irrevocably consent and agree to submit to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region in respect of any dispute arising out of or in

connection with the Agreement and these Standard Terms, provided that HACIS may also bring any legal proceedings against Customer or Owner in any other Courts of competent jurisdiction, and proceedings by HACIS in any one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdiction, whether concurrent or not.