

Force Majeure

51. No party shall be liable for any delay or other non-performance resulting from circumstances or causes beyond its reasonable control, including the following events which shall, *inter-alia*, be regarded as *force majeure* events: war, threat of war, official action, government measures, requisitioning, seizure, strike, lock-out, quarantine, civil disturbance, riot, looting, sabotage, interference with communications, lack of transport, labour and/or storage, interruption of power supplies, mechanical failure of vehicle or truck, storm, fog, lightning, flood, high and low tide, frost, ice, heat, fire, explosion, nuclear radiation, water used against fires, smoke, loss, subsidence, collapse, water seepage, leakage, damp odor, stench, damage through rats, mice, insects and other creatures, natural properties of goods, changes in quality, spontaneous deterioration, self-generated heat, pulverization, combustion, explosion, drying, mould, yeasts, leakage, rot and mildew, rust and sweating, breakage of glass/wickered bottles/flasks/cast-iron/other brittle articles and generally every external calamity.
52. If any *force majeure* event prevents, hinders, or delays the Company's performance of any service for a period exceeding 3 months, the Company may, notwithstanding any provisions herein and at its sole option, terminate any agreement for the provision of any service with immediate effect and without any further liability to the Customer, the warrant holder or any other person entitled to the goods.

Termination

53. Either the Company or the Customer may terminate any contract or arrangement made between them if the other shall be bankrupt, make an assignment for the benefit of its creditors, enter into any arrangement or composition with its creditors, or go into liquidation. Notwithstanding any provision herein, the Company reserves the right to terminate any contract or arrangement at any time by serving prior written notice of at least 30 days on the Customer.

General

54. Any notice required to be given pursuant to these Conditions shall be deemed to have been validly given if addressed to the party to whom the notice is given and sent by prepaid registered post or delivered by hand to the address of such party above given, or to its last known address, and such notice shall be deemed to have been served on the recipient on date of service if delivered by hand, or upon the expiry of 48 hours after the date of posting if sent by prepaid registered post. Whether or not the Customer expressly acknowledges receipt, the Customer shall be bound thereby so long as the Company can show that same has been forwarded by ordinary despatch, facsimile, electronic mail, or post.
55. A person who is not a party to any contract or arrangement subject to these Conditions shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these Conditions.
56. If any part of these Conditions is found to be invalid, illegal or unenforceable under any enactment or rule of law or by a competent court or tribunal in any jurisdiction, such part shall be held ineffective to the extent of such invalidity, illegality or unenforceability without invalidating or otherwise affecting the other provisions and these Conditions shall be construed as if such invalid, illegal or unenforceable part had never been contained herein. Each provision hereof is to be construed as a separate limitation applying and surviving even if for any reason, one or more of the said provisions is held inapplicable or unreasonable in any circumstances.
57. The Customer may not assign or transfer the benefit of, and rights under, any contract made with Company without the Company's prior written consent (which consent may be subject to such additional terms as the Company deems necessary).
58. The contract made between the Company and the Customer which incorporates these Conditions shall constitute the entire agreement between them, and supersede all previous oral and written agreements between them in relation to the subject matter hereof.

59. The Customer shall not use (other than for the purpose of utilising the Service) or disclose to any person any information relating to the Company or any Services provided by the Company or its agents/sub-contractors pursuant to these Conditions other than information which is or has become publicly available otherwise than through a breach of any obligation of the Customer.
60. The Customer hereby consents that the Company shall be entitled to use in any manner and for any purpose, or to disclose, information or data provided by or relating to the Customer to any other person in connection with the Company's performance of obligations under these Conditions and/or compliance with applicable laws.

Governing Law

61. These Conditions shall be governed by, and construed in accordance with, the laws of China, save that local mandatory laws of the site of the warehouse in which the Goods are stored or the site of performance of the relevant services shall apply to the performance by the Company of the affected obligation or service pursuant to these Conditions.

Arbitration

62. All disputes arising out of or in connection with any contract or arrangement subject to these Conditions which cannot be settled by discussion and mutual accord between the Company and the Customer shall be referred by either party to be finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Center ("SIAC") for the time being in force, which are deemed to be incorporated by reference into these Conditions. The arbitration tribunal shall comprise a single arbitrator to be mutually appointed by the parties or failing such agreement, by the Chairman of SIAC. The arbitration shall be conducted in the English language.

ANNEX 1RULES GOVERNING ISSUE OF WAREHOUSE RECEIPT BY THE COMPANY

- (i) A Warehouse Receipt issued by the Company is a numbered, stamped and signed document on which the Company certifies that the corporate entity named thereon or the last known holder (as defined below) shall have the right to receive or transfer the Goods mentioned therein, subject to the Company's claim/lien over the Goods for all outstanding charges, and all customs and formalities prescribed by the authorities for delivery being complied with. All Warehouse Receipts constitute title to the Goods covered thereunder, and are made out "to order".

Issue of Warehouse Receipts

- (ii) The Company shall be entitled to refuse to issue a Warehouse Receipt or allow any transfer of Goods mentioned in any Warehouse Receipt unless all monies due and owing for such Goods have been paid in full to the Company, or there appears to be other grounds for the refusal.
- (iii) In determining the nature and quantity of the Goods to be shown on the Warehouse Receipt, the Company shall only be obliged to look to its own records which save for manifest error, shall be deemed as definitive and conclusive.

Endorsement of Warehouse Receipts

- (iv) In order to assign the rights under a Warehouse Receipt to another corporate entity, the corporate entity first named on the Warehouse Receipt shall be required to make the endorsement on the Warehouse Receipt by affixing the name and signature of the person authorised to do so on behalf of the last known holder, the company stamp and seal (where applicable), and the date of endorsement. Subsequent assignments should as far as possible be endorsed in the same manner.
- (v) The Company shall only be obliged to accept the surrender of a Warehouse Receipt which has been properly endorsed by the holder thereof who is making the surrender of the Warehouse Receipt to the Company ("last known holder"). Upon acceptance of the surrender, the Company shall release the Goods covered under the Warehouse Receipt to the last known holder, subject to the Company's claim/lien over the Goods for all outstanding charges, and all customs and formalities prescribed by the authorities for delivery being complied with.

Damage to Warehouse Receipts

- (vi) Any damage or mutilation to the Warehouse Receipt shall render it null and void. The holder of a damaged or mutilated Warehouse Receipt may request in writing for the issue of a new Warehouse Receipt against surrender of the damaged or mutilated Warehouse Receipt and full settlement of all outstanding charges. If reasonable enquiries made by the Company give no reason to doubt the truth of the grounds of the request, the Company may nullify the damaged or mutilated Warehouse Receipt and issue a new Warehouse Receipt as replacement therefor.

Loss of Warehouse Receipt

- (vii) If a Warehouse Receipt is lost or destroyed, the person entitled to it may request in writing for the issue of a new Warehouse Receipt as replacement for the lost Warehouse Receipt, and the Company may accordingly issue a new Warehouse Receipt upon satisfaction of the following:
- (a) the written request must contain full details for the cause of the loss (including where applicable, enclosing a copy of the police report in relation to such loss), and the grounds on which the applicant proves his title over the said Goods. The Company may demand an advance of money as security in connection with the application;

- (b) the Company has put an announcement in 2 daily newspapers or publication and in any language as selected by the Company in Singapore and in the place where the Goods are stored to invite persons who believe they have title to the said Goods to oppose the said application, and the Company has not received any opposition to the said application within 14 days (or such long period as may be required under local mandatory laws) from the date of publication of the announcement;
 - (c) full settlement of all outstanding charges (as described in Paragraph (xiv) below) ; and
 - (d) the Company has no reason to doubt the truth of the grounds of the application.
- (viii) The applicant or the beneficiary of the new Warehouse Receipt or the Goods covered thereunder shall:
- (a) be liable to the Company for all costs and expenses incurred by the Company in connection with the nullification of any damaged or lost Warehouse Receipt and issue of a new one in place thereof; and
 - (b) indemnify and hold harmless the Company from any claim, cost, expense and loss suffered or incurred by the Company on account of such delivery. The Company may further require security to be given in this respect.

Duration of Warehouse Receipt

- (ix) All Warehouse Receipts issued by the Company in accordance with these Conditions shall be valid for a maximum period of 3 years from the date of issue ("WR Duration").
- (x) If the Company no longer wishes to keep the Goods covered under any expired Warehouse Receipt, it shall notify the last known holder to remove the Goods within 30 days from the date thereof.
- (xi) If the last known holder of the Warehouse Receipt fails to respond to the said notice, the Company shall proceed to announce its intention to sell the Goods in any daily newspapers in Singapore and in the place where the Goods are stored.
- (xii) If the Company does not receive any response within 14 days from the date of such publication or if the last known holder has come forward and no agreement has been reached on the removal of the Goods, the Company may proceed to sell or dispose of the Goods, whether by private contract or otherwise, and deduct from the proceeds of the sale all outstanding charges and costs incurred in handling the sale. If there is any balance from the sales proceeds after deduction of the outstanding charges and costs incurred in handling the sale ("Balance"), the Company is only required to use reasonable efforts to deliver to, or hold the same on account of, the last known holder of the expired Warehouse Receipt any such Balance (without payment of interest).
- (xiii) After the expiry of 3 years from the WR Duration, the Company shall no longer be accountable for the Goods, if not yet sold in accordance with Paragraph (xii) above, or the Balance, if any, to the last known holder of the expired Warehouse Receipt or any other person.

Deductible Outstanding Charges

- (xiv) The Company shall be entitled to demand or set off the following charges prior to issue/replacement of a Warehouse Receipt or delivery of the Goods covered under any Warehouse Receipt, as the case may be:
 - (a) unpaid costs for storage and delivery of the Goods covered under the Warehouse Receipt to be calculated at the Company's prevailing rate at the material time (parts of months shall count as full months);

- (b) insurance premiums for so many months as the Warehouse Receipt shows to have elapsed and which has not been recorded therein as already having been paid prior to delivery;
- (c) unpaid costs and expenses incurred by the Company after the date of issue in connection with measures to preserve the Goods covered under the Warehouse Receipt or to eliminate any dangers caused by such Goods to any person or property or which are necessitated by circumstances beyond the Company's control; and
- (d) penalty, levy, claim, damages, costs and expenses incurred in connection with the Goods covered under the Warehouse Receipt.