WORLDWIDE LINK

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STANDARD TRADING CONDITIONS (STC)

Adopted in accordance with the Standard Trading Conditions of the Vietnam Logistics Business Association – (VLA)

SECTION 1 – DEFINITIONS AND APPLICATION

1.1 Definitions

In these Conditions:

"Company" means Worldwide Link Co., Ltd., being a Member of the Vietnam Logistics Business Association (VLA), providing any Services upon and subject to these Conditions.

"Customer" means any Person at whose request or on whose behalf the Company provides any Service.

"Goods" includes cargo, packaging, and any Container not supplied by or on behalf of the Company, in respect of which the Company provides a service.

"Instructions" means a statement of the Customer's specific requirements.

"Owner" includes the Owner, Shipper and Consignee of the Goods and any other Person who is or may become interested in the Goods.

"Person" includes natural persons, partnerships, corporate bodies and associations.

"Services" means the whole of the services provided by the Company to the Customer.

1.2 Application

These STC apply to all services provided by the Company, whether free of charge or for consideration.

Where any Company-issued transport document (e.g., House Bill of Lading, Air Waybill, Warehouse Receipt) contains specific terms that conflict with these STC, the terms of that document shall prevail.

SECTION II – OBLIGATIONS AND RIGHTS OF THE COMPANY

2.1 Execution of service

The Company shall perform its services with reasonable care, skill, diligence, and professional judgment.

Services will be carried out within a reasonable timeframe unless a specific schedule has been accepted by the Company in writing.

2.2 Company's Liberties

Unless otherwise agreed, the Company may select the carrier, route, mode of transport, warehouse, terminal, subcontractor, or handling method at its discretion. The Company may depart from the Customer's instructions whenever it reasonably considers such action necessary to protect the Customer's interests without incurring additional liability.

SECTION III – OBLIGATIONS AND WARRANTIES OF THE CUSTOMER

3.1 Customer Warranties

The Customer warrants that:

It is the owner of the Goods or has proper authority from the owner.

All information relating to the Goods, including description, weight, dimensions, quantity, and markings, is complete and accurate.

The Goods are properly packed, labeled, marked, and prepared for normal transportation unless the Company has agreed to perform such packing

SECTION IV – SPECIAL PROVISIONS

4.1 When acting as Agent

The Company acts solely as an intermediary arranging services with third-party providers on behalf of the Customer.

The Company is not liable for the acts, omissions, negligence, or defaults of those third parties.

4.2 When acting as Principal

The Company assumes responsibility for the Goods from the time they come into its custody until delivery.

Where loss or damage occurs while the Goods are under the custody of a subcontractor, the Company's liability shall not exceed the amount actually recovered from that subcontractor.

SECTION V – CHARGES, PAYMENT, AND LIEN

5.1 Quotations & Rates

All quotations are based on the information and operational conditions available at the time the quotation is issued. Unless otherwise agreed in writing, all rates remain subject to carrier acceptance, space availability, and any changes in carrier tariffs or operational conditions at the time of shipment.

5.2 Payment

All freight, charges, duties, taxes, and expenses must be paid in full without deduction, withholding, or set-off.

Overdue payments shall bear interest at the applicable bank rate or the rate specified by the Company.

5.3 Lien

The Company has both general and particular liens over Goods, transport documents, and Bills of Lading in its possession as security for all outstanding amounts owed by the Customer.

If payment remains outstanding after notice, the Company may sell or otherwise dispose of the Goods to recover unpaid charges and related costs.

SECTION VI – EXCLUSIONS AND LIMITATIONS OF LIABILITY

6.1 Exclusions of Liability

The Company shall not be liable for loss, damage, delay, or expense arising from:

The acts or omissions of the Customer or Owner.

Compliance with the Customer's instructions.

Improper or inadequate packing, labeling, or stowage.

Inherent vice or natural deterioration of the Goods.

Force majeure events, strikes, riots, labor disputes, or port congestion. Any event that could not reasonably have been avoided despite exercising due diligence.

6.2 Disclaimer for Indirect Losses and Delays

The Company shall not be liable for indirect or consequential losses, including loss of profit, business opportunity, market, revenue, or economic loss resulting from delay or deviation

6.3 Transit time and Delivery

Any transit time or Estimated Time of Arrival (ETA) provided by Company is an estimate only and shall not constitute a guarantee. Company shall not be liable for any delay resulting from carrier capacity, flight or vessel schedule changes, space availability, baggage or cargo backlog, port or terminal congestion, customs inspections, government actions, force majeure, or any other circumstances beyond Company's reasonable control. The Company will make reasonable endeavors to update actual vessel/flight schedule to customer as carrier’s notice.

6.4 Monetary Limitations of Liability

Where the Company is legally liable:

Air Freight (Warsaw/Montreal Convention): Liability is limited to 22 SDR per kilogram of gross weight.

Ocean and Multimodal Transport (FIATA/Hague-Visby Rules): Liability is limited to 666.67 SDR per package or 2 SDR per kilogram, whichever is higher.

These limits apply unless the Customer declares a higher cargo value before shipment and pays the applicable additional ad valorem charge.

For delay claims (where recoverable), compensation shall not exceed the freight charges applicable to the delayed shipment.

SECTION VII – CLAIMS PROCEDURE AND TIME BAR

7.1 Notice of Claim

Claims for apparent loss or damage must be submitted immediately upon delivery.
Claims for concealed loss, damage, or delay must be submitted in writing within 14 calendar days after delivery or the date when delivery should have occurred.
Failure to provide timely notice constitutes acceptance that the Goods were delivered in good order and condition.

7.2 Time Bar

Any legal proceedings or arbitration against the Company must be commenced within nine (9) months from the date of delivery or the date when the Goods should have been delivered.
After this period, the Company shall be discharged from all liability.

SECTION VIII – GOVERNING LAW AND DISPUTE RESOLUTION

8.1 Governing Law

These Standard Trading Conditions and all related contracts and disputes shall be governed by the laws of the Socialist Republic of Vietnam.

8.2 Dispute Resolution

Any dispute arising out of or relating to these STC or the Company's services shall be resolved by:
The competent courts of Vietnam; or
Arbitration at the Vietnam International Arbitration Centre (VIAC) in accordance with the VIAC Arbitration Rules.