

Warehouse & Logistics Services Agreement

综合物流合同

Contract No. (合同编号):

Party A (甲方): Edgegrow Limited

Address: Room 301, building a-2, haixiang industrial park, no. 3, lijing north road, export processing zone, pingshan district

Legal Person: Erwan Burlot

Party B (乙方):

SHENZHEN DONGTAI INTERNATIONAL LOGISTICS CO., LTD

深圳市东泰国际物流有限公司

Address: 301, building A-2, Haixiang Industrial Park, No. 3, Lijing North Road, Shenzhen Export Processing Zone, Pingshan District, Shenzhen City, P.R. China

深圳市坪山新区深圳出口加工区荔景北路 3 号海翔工业园 A-2 栋 301

Legal Person: Yang Liu Fei

杨柳飞

Principles of mutual benefit, the two parties will make an agreement on integrated logistics as following:

甲乙双方经友好协商, 就综合物流事宜达成如下协议:

1. Content 第一条:

Party A shall lease Party B's bonded warehouse to storage the goods from overseas bonded or made in china for export goods. Party A entrust Party B with customs declaration, transportation, Taxation, Tax rebate, pay insurance etc business.

All of final information will according to we received the documents. For the store cargoes in bonded warehouse's information of products name, number, quantity, customs declaration, packing list, Invoice and so on.

甲方租用乙方保税仓库存放境外保税或中国制造出口等海关监管货物, 甲方需要乙方按甲方要求进行报关、运输配送、征税、退税、代买保险等业务, 具体存入货物的品名、规格数量以及业务开展服务要求等信息以双方确认的入库文件, 提供报关申报的装箱单, 发票为准。

2. Agreement services details 合同服务事项

2.1. party B can provide comprehensive logistics services including transportation, custom declaration, bonded warehouse, delivery, change and stick the bar-code, help to buy trade taxation and insurance.

乙方可以为甲方提供运输、报关、保税仓储及配送、更换包装、贴标打码、贸易征税代购保险等综合物流服务。

2.2. party A should provide to party B with the real information. all of information must be represented to the party B in a written form. as a result of discrepancies caused by the first party declaration, the first party will be responsible for all liability.

甲方在乙方的服务范围内, 以电子邮件、传真或书面的形式向乙方下达具体的委托, 甲方应填写详细、清楚、准确的货物信息。

3. Both of obligations 双方权利义务

3.1. Party A Rights and obligations 甲方权利义务

3.1.1. Party A shall ensure that the goods are properly packed in accordance with the principle of loading and unloading, transporting and storing the goods. If Party B has special requirements, Party A shall promptly notify Party B in writing.

甲方应根据保证货物装卸、运输、存储安全的原则对货物进行妥善包装；对货物的装卸、运输、存储有特殊要求的，甲方应及时书面通知乙方。

3.1.2. Goods transferred from outside to bonded warehouses must be strictly guaranteed the real information of the goods(including country of origin,quantity,brand&model,gross weight,net weight,size,accessories etc),the cargoes must match the packing list and invoice,and then should make sure the cargoes comply with the relevant laws and regulations.Party A shall bear all legal liabilities and all additional expenses (including but not limited to the expenses with receipts or invoices) incurred by Party A in case of violation of the requirements of this contract or in case of adverse events such as customs clearance, being punished by the competent authority, etc. Meanwhile, Party B shall charge party A the penalty for breach of contract (according to the settlement of the incident costs incurred 3 times), and Party B has the right and obligation to provide the identity of the business person at that time provided to the Customs, Commodity Inspection, Public Security and other regulatory authorities.

从境外转关至保税仓库的货物必须严格保证货物的真实性（含原产地，数量，品牌型号，毛重，净重，尺寸，整机配件等具体信息），实际货物须与装箱单、发票一致，同时保证货物必须符合相关法律法规的要求。在违背本合同要求或因甲方货物问题发生包括通关、被主管机关处罚等恶劣事件由甲方承担所有法律责任及产生的所有费用（包括但不限于有收据或发票的费用），同时乙方将向甲方收取违约金（按解决事件所产生总费用的3倍以上收取），乙方并有权利和义务将甲方当时所提供的业务负责人身份信息提供给海关，商检和公安机关等监管部门。

3.1.3. Party A's Hong Kong cargo information is incomplete can be transferred to party B's designated warehouse to check the goods,Need to Party B to Party A warehouse check the goods need to apply three days before the declaration, the cost see the quotation.

甲方香港货物具体信息在把握不足情况下可转至乙方香港指定仓库进行货物清点核对，需要乙方前往甲方仓库清点核对的货物需报关三日之前提出申请，费用详见报价单。

3.1.4. From the domestic factory to the bonded area tax rebate, transfer and storage of goods to be strictly guaranteed the actual goods and packing list invoice information (including the number, brand model, gross weight, net weight, and other related information).Party A shall bear all legal liabilities and all additional expenses (including but not limited to the expenses with receipts or invoices) incurred by Party A in case of violation of the requirements of this contract or in case of adverse events such as customs clearance, being punished by the competent authority, etc. Meanwhile, Party B shall charge party A the penalty for breach of contract (according to the settlement of the incident costs incurred 3 times), and Party B has the right and obligation to provide the identity of the business person at that time provided to the Customs, Commodity Inspection, Public Security and other regulatory authorities.

从国内工厂转至保税区退税，转厂及仓储的货物需严格保证实际货物与装箱单发票资料一致（含数量，品牌型号，毛重，净重，等相关信息），在违背本合同要求或因甲方货物问题发生包括通关、被主管机关处罚等恶劣事件由甲方承担所有法律责任及产生的所有费用（包括但不限于有收据或发票的费用），同时乙方将向甲方收取违约金（按解决事件所产生总费用的3倍以上收取），乙方并有权利和义务将甲方当时所提供的业务负责人身份信息提供给海关，商检和公安机关等监管部门。

3.1.5. For general trade taxation, Party A shall provide all relevant information required by the customs supervision and cooperate with Party B to carry out the work (especially when the declaration of business is in charge of customs clearance), and Party B shall fully cooperate with Party A's requirements if the information is complete. If Party A to report the goods at the time of the customs inspection period (three years) to pay taxes, Party A shall fully cooperate with Party B in the competent customs work and pay the tax according to the customs regulations. Party B shall have the right and the obligation to provide the person in charge of the information provided by Party A to the customs, taxation and public security organs at the same time as Party B shall bear all legal liability and expenses incurred by Party A in violation of the requirements of this Contract.

对于一般贸易征税业务甲方应提供海关监管所要求的一切相关资料配合乙方报关工作（尤其申报业务发生外转主管海关时），在资料齐全前提下乙方完全配合并履行甲方需求。若甲方当时申报货物发生在海关追溯期内（三年）需补交税款的甲方应全力配合乙方在主管海关所有工作，并按海关规定补缴税款。若违背本合同要求的由甲方承担所有法律责任和所发生的费用，同时乙方有权利和义务将甲方当时所提供的负责人身份信息提供给海关，税务和公安机关。

3.1.6. For export tax rebate business Party A shall provide all the tax rebate information in accordance with the customs regulatory authorities to Party B to do the declaration work, If party A's business exists to deceive the state tax rebate policy by the regulatory authorities found by the Party to bear all legal liability and fees, and impose a fine of default (according to the event fee charged 3 times) and Party B has the right and obligation to provide the identity information of the person in charge of the business provided by Party A to the customs, taxation and public security organs at that time.

对于出口退税业务甲方应提供一切符合海关监管机关的退税资料给到乙方做报关工作，若甲方业务存在欺骗国家退税政策被监管机关发现由甲方承担一切法律责任及费用，并处以违约金（按解决事件费用的3倍收取），同时乙方有权利和义务将甲方当时所提供的业务负责人身份信息提供给海关，税务和公安机关。

3.1.7. In the logistics process, Party A shall bear the additional expenses incurred by himself. Party A causes Party B to lose, **Party A shall bear the liability. If Party B is not at fault, it will not bear any additional expenses**

在物流过程中，因甲方责任产生额外费用的，由甲方承担；因甲方责任造成乙方损失的，甲方应承担赔偿责任。**乙方不存在过错的，不承担相关额外的费用。**

3.1.8. Party A should according to the contract to pay the customs declaration, logistics and other service fees to Party B on time.

甲方应当按照本合同约定按时向乙方支付报关、物流等服务费用。

3.1.9. Party A shall follow the principle of good faith and keep Party B's trade secrets.

甲方应遵循诚实信用原则，保守乙方的商业秘密。

3.1.10. **Party A shall pay all charges to Party B within 3 days when Party B provides Party A with the data of relevant expenses, reimburse Party B for the expenses incurred by Party A for the detention, demurrage, inspection and other necessary and reasonable expenses of the goods entrusted to Party B for transportation, customs declaration, bonded storage and distribution due to the retention or detention of the customs, shipping company or the third party such as the port.**

甲方委托乙方运输、报关、保税仓储及配送的货物因海关、船公司或者码头等第三人留置或者扣留而产生的码头堆存费用、集装箱超期使用费用、查验费用以及其他必要合理的费用，乙方向甲方提供相关费用的数据之日起三日内，甲方应当向乙方偿付前述费用。

3.1.11. **Party A shall fully cooperate with Party B to provide relevant materials to solve the problem of goods detained by the third party such as customs, shipping company, etc.**

因海关、船公司或者码头等扣留 甲方所委托乙方代理的货物, 甲方应当全力配合乙方提供相关资料解决扣留问题, 乙方应当尽力配合。

3.1.12. Party A shall bear all the liabilities for breach of contract and all expenditures arising from Party B's realization of its legitimate rights and interests (including but not limited to litigation fees, lawyers' fees, travel expenses, investigation and evidence collection fees, etc.)

甲方违反本合同约定, 应承担全部违约责任及乙方应实现自身合法权益而产生的一切支出 (包括但不限于诉讼费、律师费、差旅费、调查取证费等)

3.2. Party B Rights and obligations 乙方权利义务

3.2.1. Party A entrust Party B arrange the transportation and provide them complete & right information. Party B after received the information should be arranged the transportation as soon as possible and report Party A about the import part.

乙方应当根据甲方委托, 在甲方提供完整, 准确资料前提下, 妥善、及时、正确地安排物流作业, 并在业务操作的重要和敏感环节提醒甲方。对物流过程中发生的变化和进程, 乙方应当及时通知甲方, 并协助甲方妥善、及时、正确地处理。

3.2.2. In the logistics process, If the goods are damaged or lost due to party B's responsibility, party B shall be liable for compensation according to law. However, if the damage or loss of the goods is caused by force majeure, the natural nature of the goods or the reasonable loss of the goods and the fault of party A or the consignee, party B shall not be liable for compensation.

在物流过程中, 因乙方责任造成货物毁损、灭失的, 乙方应依法承担赔偿责任。但如果货物的毁损、灭失是因不可抗力、货物本身的自然性质或合理损耗以及甲方或收货人的过错等原因造成的, 乙方不承担赔偿责任。

3.2.3. Party B has the right to charge the logistics fee to Party A. If Party A has overdue payment, Party B would charge party A 0.3‰ of the delayed payment per days as fine.

乙方有向甲方收取双方约定的物流费用的权利; 甲方逾期付款的, 乙方有权向甲方收取 逾期款项×千分之三×逾期天数 的滞纳金。

3.2.4. Party B shall be follow the principle of good faith and keep Party A 's trade secrets.

乙方应遵循诚实信用原则, 保守甲方的商业秘密。

3.2.5. Party B shall be in accordance with the terms of the contract, provide party A with monthly statements and related bills. Party B shall bear the responsibility for delay, if Party B to provide bills delay caused by the payment delay.

乙方应当按照本合同约定按时向甲方提供月对账单及相关票据。如因乙方提供延迟而造成的支付延迟, 则乙方自行承担延迟后果。

3.2.6. Party A shall have real ownership of the goods stored in party B's warehouse, Party B shall properly keep the goods stored in the warehouse. If third party or Party A creditor has disputed the goods, Party B shall immediately inform Party A and keep the goods in good condition.

甲方对存放在乙方仓库的货物拥有真正的所有权, 乙方对于甲方存在仓库之货物应妥善保管, 如有第三方或甲方债权人对货权有所主张或有争议时, 乙方应尽义务立即通知甲方并对货物妥善保管。

4. Tariff and term of Payment 费用及结算

4.1. To avoid unnecessary disputes, Party A provide the logistics quote to Party B via E-mail or Fax. Party B after received should be stamp and signature and return back to Party A.

为避免不必要的纠纷, 物流费用以乙方报价 (邮件或传真形式)、甲方接受并双方盖章确认的为准。

4.2. In order to avoid exchange rate losses, both parties should settle in the currency of the trade custom. If one party can not follow the industry customary currency, shall not be detrimental to

other party's benefit. Both sides according to the specific circumstances of the exchange rate to determine the exchange rate.

为避免汇率损失，双方应以行业习惯的币种进行结算。如有一方无法按照行业习惯的币种进行结算的，应以不损害另一方利益为原则，双方根据具体情况另行协商确定兑换汇率。

4.3. Party B accepts Party A's payment or Specify other payer.

甲方未指定其他付款人的，由甲方付款；甲方指定其他付款人的，由该指定付款人付款，甲方承担连带付款责任。

4.4. Both parties are agree 4.4.2 ways to settle the logistics costs :

双方约定以 月结 方式进行物流费用的结算：

4.4.1. Per one bill, the means Party B finished this bill's transportation services, Party A should pay for it. when Party B provide the transportation services did not finished in this month. we will do the bill in next month. more details as following:

票结，即每做一票，结算一票的费用，当月物流服务没完成将自动转为月结方式。细则补充：

4.4.1.1. If Party A used party B's warehouse services, when the cargos left the warehouse, Party A should pay for the bill.

如甲使用乙仓库服务，需在货物离开乙方控制前结清费用。

4.4.1.2. If Party A has not placed order to Party B within 3 months and can't payment. Party B own have lien of the cargos .

双方约定，甲方连续 3 个月未向乙方下单的，或者拒付物流费用，乙方对货物可行使留置权。

4.4.2. Per Month. Party A shall pay the expenses of last month to Party B before the last working day of each month. The credit line provided by Party B to Party A shall not exceed RMB50,000 in total, and Party A shall pay the excess to Party B immediately once the the accumulated expenses exceed the credit limit, otherwise, Party B shall have the right to refuse or cancel the operation.

月结，月结 45 天，即甲方次月 15 号之前向乙方支付上月的费用（例如甲方应于 2020 年 5 月 15 日之前向乙方支付 2020 年 3 月全月发生的费用）；乙方为甲方提供的信用额度为累计不超过 5 万，费用累计超出此信用额度的，甲方应立即付清超出部分，否则乙方有权拒绝接单或中止操作；细则补充：双方约定，甲方连续 3 个月未向乙方下单的，或者拒付物流费用，乙方对货物可行使留置权。

5. Dissolve the contract 合同解除

5.1. After the expiration of the contract and the term of the contract, Party B will not renew the contract. Party B shall notify Party A in writing 90 days in advance of the renewal of the contract. If Party A fails to give notice in advance, it shall be deemed that Party A agrees to automatically extend the contract for one year.

合同期满和合同期限内后，乙方不再续签本合同的。乙方应提前 90 天书面通知甲方不再续签合同。未提前通知的，视为甲方同意自动顺延一年合同。

5.2. During the term of the contract, Party A requests to cancel the contract in advance. Party A shall notify our company 90 days in advance. The rent of two months for breach of contract and the related expenses incurred by Party B in fulfilling the breach of contract signed with the third party in this agreement (including lease deposit, warehouse water, electricity, management fee, etc.) shall be borne by Party A.

合同期限内，甲方要求提前解除本合同，甲方应提前 90 天通知我司。违约金为 2 个月的租金及乙方为履行本协议与第三方签订的《租赁协议》中的违约责任由甲方承担（含租赁保证金，仓库水，电，管理费等违约责任产生的相关费用）。

6. Law and arbitration 争议解决

If disputes arise in the execution of this contract, they shall be settled by both parties through

consultation. If the dispute cannot be settled through consultation, the following 6.1 way shall be adopted to settle the disputes:

本合同执行中如发生争议，先由双方协商解决，如协商不能解决，采取下列第 壹 种方式进行解决：

6.1. If both sides can not produce legal disputes and can not reach agreement by negotiation, both sides agree to commission a local court mediation, arbitration or litigation to resolve.
向乙方所在地的人民法院起诉。

6.2. Submitted to China International Economic and Trade Arbitration Commission, Arbitration in accordance with the application for arbitration rules. The place of arbitration is in Shenzhen. The arbitral award is final and binding on both parties.

提交中国国际经济贸易仲裁委员会，按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁的地点在深圳。仲裁裁决是终局的，对双方均有约束力。

7. Agreement 附则

This Agreement shall take effect from the date contract is signed by both parties, the agreement two copies, each holding one copy. Valid two years. when the expiration of contract, both sides without objection will automatically extend one year, or automatically terminate. If the contract is not perfect, the two sides agreed to make supplementary provisions, supplemental provisions and the contract has the same effect.

本合同正本一式两份，甲乙双方各执一份。有效期 2 年，自签订日 2022 年 05 月 24 日 起至 2024 年 05 月 24 日 止。到期后双方如无异议，合同期限自动顺延一年，顺延期满后本合同自动解除，双方如需继续合作可以续签。本合同如有未尽事宜，由双方协商做出补充规定，补充规定与本合同具有同等效力。

Party A:

Company seal(盖章):

Signature(签字):

Date(日期):



31-5-2022

Party B:

Company seal(盖章):

Signature(签字):

Date(日期):