

国际空运物流合同

Contract No.: **DT820**

Party A: Shenzhen Dongtai International Logistics Co., Ltd

Unified Social Credit Code: 91440300574794882Y

Address: Room 301, Building A-2, Haixiang Industrial Park, No. 3 Lijing North Road, Laokeng Community, Longtian Street, Pingshan District, Shenzhen

Legal representative: Yang Liufei

Party B: **EURASIA MASHINEY S.E.A LIMITED**

Unified Social Credit Code: **3345920**

Address: **RM C 13/F HARVARD COMM BLDG 105-111 THOMSON RD WAH CHAI HONG KONG**

Legal representative: **LEVINSON, ELENA LVOVNA**

In accordance with relevant laws and freight regulations, and based on the principles of fairness, impartiality, and mutual trust, Party A and Party B have reached the following agreement through mutual consultation regarding Party B entrusting Party A to handle the international air transportation of designated goods:

Article 1 Cooperation Matters

- 1) The second party entrusts the first party to transport the goods by sea or air express to various parts of the world.
- 2) After accepting the commission from Party B, Party A shall deliver the goods to the destination quickly and securely.

Article 2 Responsibilities of Both Parties

Obligation of the First Party

- 1) The second party entrusts the first party to carry the goods, and both the second party's goods and the second party as the shipper must strictly comply with the laws, laws, regulations, international rules, and relevant provisions of the Ministry of Transport and the Civil Aviation Administration of China of the People's Republic of China.
- 2) The first party shall be responsible for the safety of the goods received from the second party, except for force majeure or other reasons not caused by the first party, to ensure the delivery of the goods to the destination.
- 3) Goods inspection: Party A shall inspect the goods received from Party B. If any damage, incompleteness, or discrepancy with the contents of Party B's consignment note is found, Party A shall stop the operation and promptly notify Party B for handling. After the operation of the goods is completed, provide timely feedback on the chargeable weight for both parties to confirm. If the transportation time is delayed due to delayed response from Party B or other reasons, the consequences and losses caused shall be borne by Party B.

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4) The first party shall prepare an air waybill for each shipment and notify the second party of the estimated arrival time. If Party A is entrusted to handle the customs declaration, Party B shall organize the customs declaration materials and be responsible for the accuracy and authenticity of the customs declaration materials. Party A shall not be liable for any legal responsibility caused by Party B's non compliant documents or other reasons not attributable to Party A.

5) The first party shall assist the second party in tracking the goods process and provide appropriate support. If the goods cannot be shipped on the scheduled flight due to various reasons, Party A shall promptly notify Party B and take follow-up measures as reasonably requested by Party B.

6) If the delay in delivery or damage to the goods is caused by the carrier or force majeure factors, the follow-up matters shall be handled in accordance with the airline waybill and relevant international air transport conventions. Party B shall not refuse to pay the freight to Party A on this grounds.

7) Comply with confidentiality obligations in the signing and performance of this agreement, such as obtaining relevant information about Party A and other clients, including but not limited to agreement content, product information, trade secrets, relevant intellectual property information, etc., and shall not be used for other purposes or disclosed to third parties.

Responsibilities of Party B

1) Prepare a power of attorney in English for each shipment and notify Party A, ensuring complete information including shipper, consignee, destination port, goods name, mark, specifications, quantity, unit, gross weight, size, date, etc.

2) Ensure that all goods packaging meets the standards set by the importing and exporting countries and regions, the requirements of airlines, and the specific characteristics of the goods themselves, in order to ensure the safety of goods transportation.

3) Relevant documents/labels must be prepared in accordance with the customs declaration requirements for import and export goods for customs inspection.

4) Pay the freight and related fees for each shipment, as well as any customs duties incurred at the destination. If the recipient fails to pay the customs duties in a timely manner, the taxes and handling fees shall be immediately paid by Party B. Party A shall prepare a bill of lading based on the customs declaration information provided by Party B (the weight of the bill of lading shall be subject to the weight verified by the cargo terminal) for customs declaration.

5) We should comply with the relevant regulations of the state on prohibited (restricted) goods, and ensure that the shipped items or items attached to them do not belong to the

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prohibited or restricted items and other items that endanger transportation safety stipulated by national laws, regulations, regional rules, and truthfully declare the name/origin information of the goods, etc; If there are restrictions or special requirements, Party A shall be clearly informed in advance. If Party B violates these regulations and causes all losses, Party B shall bear them on its own. Party A shall not be liable for any economic losses resulting from the seizure or return of goods due to Party B's failure to truthfully declare or fully declare, which is not caused by Party A.

6) Timely pay the freight to Party A according to the agreed time and price; It is not allowed to refuse to pay the freight and customs clearance fees for other normal shipments due to delays or damage to a certain item of goods.

Article 3 Rights of Both Parties

Rights of Party A

1) The first party has the right to charge the second party for the freight and related fees of each shipment. If the second party fails to pay on time, the first party has a right of retention on its goods. If the information provided by Party B is inaccurate, resulting in the inability to transport and clear customs, or if the consignee refuses to pick up the goods, Party A has the right to promptly notify Party B to resolve the issue, and has the right to charge all storage fees, shelving fees, and other expenses incurred during the storage period of the goods. For goods that cannot be cleared or delivered beyond the statutory or agreed deadline, Party A has the right to dispose of them in accordance with the law and receive priority compensation.

2) The first party has the right not to accept pirated, infringing goods, dangerous goods, valuable goods, and other items prohibited from transportation in other countries or regions.

3) Due to the following reasons causing loss, shortage, deterioration, pollution, damage, etc. of the goods during transportation, Party A shall not be liable for any breach of contract:

3-1) Force majeure reasons (such as airline cancellations, wars, or plane crashes)

3-2) Due to the natural properties of the goods themselves.

3-3) Reasonable consumption of goods.

3-4) Caused by the fault of Party B or a third party.

3-5) Administrative actions or legal measures related to the entry, exit, or transit of goods implemented by the governments of importing and exporting countries and regions.

4) Due to poor packaging of the goods by Party B, resulting in losses to Party A (including vehicles and other goods), Party A has the right to pursue compensation.

Rights of Party B

1) The second party has the right to request the first party to safely transport the goods to

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the destination at the agreed time and designated location. However, if the goods are delayed due to weather conditions, mechanical failures, backlog of goods, embargo, strike, or reasons beyond the control of the first party, or if the second party changes the agreed time and destination, the first party shall not be held legally responsible.

2) After the goods are shipped, Party B has the right to change the destination and recipient information, but must notify Party A in writing before the goods are picked up by the recipient, and bear all the costs caused by the change, including the additional costs of handling the goods themselves and the additional service fees that should be paid to Party A.

3) If the goods are lost or damaged during transportation due to force majeure or other reasons not caused by Party A, Party A shall notify Party B in writing, and then Party A shall claim compensation from third parties such as airlines on behalf of Party B in accordance with the regulations of the International Freight Forwarders Association. The compensation amount should be limited to the amount stated on the commercial invoice of the goods, and the specific compensation shall be subject to the actual compensation of third parties such as airlines and courier companies.

The compensation standard of Party A for items with abnormal shipping problems:

1、 The second party shall forward the UPS, DHL, FEDEX express channels through the first party, which are not subject to the customs clearance package provided by the first party. The compensation standards for goods sent to Amazon are as follows:

(1) After the goods are handed over to the courier company (UPS, FEDEX, DHL) for pickup, if a single item (whole box) of the goods is lost, compensation will be made at USD100 per shipment. The client needs to provide evidence of damage or loss within 10 days after the goods are signed for. Failure to do so will be considered as a waiver of the claim.

2、 The claims standards for returning goods in direct express delivery via UPS, DHL, and FEDEX are as follows:

(1) Any goods sent by direct delivery to any country or site on Amazon, such as through UPS blue label, UPS red label, DHL, FEDEX, which are not through Party A's double clearance and tax inclusive channels, may encounter any customs clearance issues that result in the goods being forcibly returned from overseas to Hong Kong. The shipping and return related costs of the goods shall be paid by Party B to Party A, and Party B cannot refuse payment for the returned goods.

(2) The claim standard for customs clearance of goods shipped by direct express delivery is as follows:

(1) If the second party provides the first party with a shipping list that maliciously

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conceals the declared name of the actual product, or if the product involves infringement, anti-dumping, or fails to meet the standards of the exporting country, and is seized by customs, all expenses and losses incurred shall be borne by the second party.

(2) If the product is not due to the above reasons and there are customs inspection clearance issues, Party A can actively do everything in its power to do a good job in customs clearance. All customs clearance fees (including service fees payable to Party A and any additional storage fees, shelving fees, etc. due to abnormal customs clearance) shall be paid by Party B. If, due to various reasons, the customs still refuse to release and detain the goods, all losses shall be borne by Party B. The second party shall compensate for the losses caused to the first party as a result, and the first party shall have the right to charge punitive liquidated damages to the second party (at least three times the total cost of resolving the incident). The first party also has the right and obligation to provide the identity information of the business leader provided by the second party to the customs, inspection and public security organs at that time.

3、 The following special explanations and claims regarding the reasons for time delay:

(1) If Party B has a demand for verification and tax refund of goods from the port of origin, that is, goods that have been declared, due to incomplete and incomplete customs declaration information provided by Party B, or discrepancies between the customs declaration information and the actual goods information, Party A shall reimburse Party B for the several fees incurred during customs declaration. If the customs only conduct routine vehicle inspections and the delay of a few days during this period is not compensated by Party A. However, Party A may provide Party B with an inspection form and notify Party B in writing or via QQ in advance, using the record as evidence.

(2) The delay caused by policy reasons, port congestion, strikes, political reasons, temporary cancellation of air flights, weather conditions, or the cargo itself is not within the scope of compensation.

Article 4 Financial Settlement

Both parties agree to settle through the following method: ①

1) ① Payment and shipment; ② Pre deposit deduction; ③ Payment shall be made after issuing the forwarding number or air waybill; ④ Within 3 days after departure, all fees shall be paid in one lump sum; ⑤ Monthly settlement: Both Party A and Party B shall reconcile the expenses incurred in the previous month before the 5th of each month, and Party B shall pay the expenses incurred in the previous month before the 10th to 15th of each month; If there is a dispute over the settlement amount between Party A and Party B, Party B shall pay the undisputed portion before the 10th to 15th of each month, and resolve the disputed portion

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within 5 working days. After consultation and agreement, Party A agrees to grant Party B a monthly credit limit of RMB 50000 for transportation and miscellaneous expenses, or an equivalent amount in foreign currency.

If Party B fails to pay the freight and related fees on time, Party B shall pay Party A a late fee of 1% of the outstanding freight and related fees per day for each day of delay. If Party B delays the transportation of Party A, resulting in Party A taking legal action to recover the overdue debt from Party B, Party B shall compensate Party A for the relevant expenses incurred due to such recovery (including but not limited to litigation fees, arbitration fees, preservation fees, notarization fees, lawyer fees, preservation guarantee fees, investigation and evidence collection fees, travel expenses).

2) The second party shall deposit the funds into the bank account designated by the first party. If payment is made in other ways, prior approval from the first party shall be obtained (please refer to the attached page for the bank account).

Party B's receiving account:

Account Name: Shenzhen Dongtai International Logistics Co., Ltd

Bank of Deposit: Shenzhen Rural Commercial Bank Haiwan Branch

Account: 000 265 479 926

3) Both parties shall designate dedicated personnel to handle settlement matters and notify the other party through an authorization letter for record keeping. Party B shall not handle settlement with anyone other than the dedicated personnel designated by Party A. Otherwise, it shall be deemed that settlement has not been processed, and Party B shall still be responsible for all settlement and payment.

4) Transportation agents or customers using monthly settlement methods must meet the following conditions:

A has relevant legal documents and certificates related to industry, commerce, taxation, etc;

The minimum monthly transportation fee for the shipment volume of B is over RMB 100000. After the probation period, if the monthly settlement is less than 100000 yuan, it will be settled according to the cash on delivery method.

5) The monthly settlement limit of this agreement is RMB 50000 (note: including all foreign currency converted to RMB equivalent). If the monthly settlement freight exceeds the limit, payment must be made immediately, and the balance will be settled on a monthly basis.

6) Payment time requirement: For those who have signed a monthly settlement agreement, payment must be made on schedule within the specified time. In case of special circumstances, an explanation should be given to Party A in advance. The grace period is 3-5 working days,

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and a late fee of 1% of the freight will be charged for each day beyond this time.

7) Billing requirement: Party A shall provide Party B with the previous month's statement in written form via QQ or email for verification before the 5th of each month. Within 3 working days from the date of receipt of the bill, Party B shall stamp the confirmed bill with the financial seal or official seal and have it signed and confirmed by the payer before sending it back to Party A. Failure to provide feedback within the deadline shall be deemed as confirmation without error.

8) When the payment date arrives, if there are any problematic items in the current month, the freight for the problematic items should be temporarily suspended, and the freight and customs clearance fees for other goods without problems must be arranged and paid normally.

Article 5 Liability for Breach of Contract

In the process of cooperation between both parties, if one party violates the commitments, guarantees, and obligations stipulated in this contract, it shall be deemed a breach of contract, and the other party shall have the right to demand correction and take sufficient remedial measures. If the defaulting party fails to correct and take sufficient remedial measures within 10 days after receiving a written request from the other party, the other party has the right to terminate this contract and demand that it bear the liability for breach of contract. The defaulting party shall not only bear the liability for breach of contract as stipulated in this agreement and legal provisions, but also bear all economic losses incurred by the non defaulting party due to the pursuit of breach of contract liability, including but not limited to reasonable attorney fees, litigation costs, preservation fees, preservation guarantee fees, investigation and evidence collection fees, travel expenses, etc.

Article 6 Dispute Resolution

In case of any dispute arising during the execution of this contract, the parties shall first resolve it through consultation. If consultation fails, the following methods shall be adopted for resolution: submit it to the Shenzhen International Arbitration Court for arbitration in accordance with the current effective arbitration rules of the court at the time of applying for arbitration. The arbitration award is final and binding on both parties.

Article 7 Other Agreements

1. The return issue can be resolved using the following methods:

1) If it is a product issue, such as anti-dumping, infringement, or product certification issues that result in returns, all responsibilities and expenses shall be borne by Party B.

2. Any other matters not covered herein may be negotiated and handled separately by both

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parties. The negotiation results can be added as an attachment. This agreement is made in duplicate and shall come into effect upon signature and seal by both parties. Each party shall hold one copy, which shall have the same legal effect.

3. This contract shall come into effect from the date of stamping by both parties, and shall be valid from September 13, 2024 to September 12, 2025. Upon expiration, if there are no objections from both parties, the contract period shall be automatically extended for one year. After the extension period expires, this contract shall be automatically terminated. If both parties wish to continue cooperation, they may renew it. If there are any matters not covered in this contract, both parties shall negotiate and make supplementary provisions, which shall have the same legal effect as this contract.

Party A (seal): Shenzhen Dongtai International Logistics Co., Ltd. Party B (seal):

Signature of Legal Representative: Signature of Legal Representative:

Date: September 13, 2024 Date: September 13, 2024