

## 环明(上海)国际船务代理有限公司

### Huan Ming (Shanghai) International Shipping Agency Co., Ltd.

订舱号码 / Booking Reference:	
订舱日期 / Booking Date:	
客户名称 / Account Holder:	
托运人 / Shipper:	
货载品名 / Commodity:	

#### 致: 尊敬的客户/订舱代理

请知悉,如实申报货物正式名称及正确货物性质是客户/订舱代理的义务,承运人对客户/订舱代理所提交的文件内容与真伪及货物本身资质不负鉴定或是担保的责任。

若运送人发现所接受之货物不符合客户/订舱代理所申报,或发现货物为违禁品或为卸港或运送途中任何地点或水域之法律所禁止者,抑或认为对于运送人、船舶、其他货载、人员或其他财产构成危险时,运送人得在无需获得客户/订舱代理之同意下,以客户/订舱代理之风险及费用,使货物为无害、抛海、卸除或其他方式处理,而无须给予客户/订舱代理任何补偿,且客户/订舱代理应负责赔偿运送人因此所蒙受任何性质之灭失、损害或责任,包括运费损失及该项货物直接或间接所发生之任何损失或费用。

一旦经运送人发现,客户/订舱代理提供之文件或数据(包括但不限于化学品安全说明书(MSDS)、危险品运输证书、 危险货物运输包装使用鉴定结果等)有错报、瞒报、漏报,篡改、伪造、变造、隐瞒真实信息的,如有违反法令或构 成犯罪的,我司将向公安及相关主管机关进行举发,依法追究刑事及行政责任,如造成我司损害者,我司并依法及 相关合同或协议规定请求违约及损害赔偿责任。

为确保人安、船安、货安,保护广大客户的利益,再次重申,若发现有瞒报/漏报/错报货物等情况,我司除按上述相关规定要求责任方承担相应的责任、费用和后果外,还将按下列具体情况和标准对责任客户/代理处以一定金额的违约金。

	收费标准 / 每箱		
瞒报/漏报/错报货物	需特殊申报之 一般货品	废弃品 (*备注 #2)	危险品
客户/订舱代理主动提出修正 (*备注 #3)	USD 3,000	USD 4,000	USD 5,000
由海关、港口、运送人或第三方发现 货品信息不实或不完整	USD 10,000	USD 20,000	USD 30,000

#### 备注:

- (1) 如客户/订舱代理提出之文件或数据涉及瞒报,经运送人或第三方发现,运送人视情况将收取行政管理费 USD300/每票订舱。
- (2) 废弃品是指用于处置或回收的货物,通常可以定义为:废料,废物,废旧,回收,二手,旧的,过期的,有缺陷的,用于处置,回收,再生的货物等。
- (3) 对于需特殊申报之一般货品及废弃品,如果在运送人向海关提交舱单之前收到客户/订舱代理主动要求修改的请求,则客户/订舱代理将免付货物瞒报费。

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On Behalf of

阳明海运股份有限公司

To: Valued Customers / Booking Agents:



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## Huan Ming (Shanghai) International Shipping Agency Co., Ltd.

Please be advised that it is Customers / Booking Agents' sole responsibility to declare the official name and description of the cargo correctly. The Carrier shall not bear the liability to verify or guarantee the authenticity of the documents nor the nature of the cargo declared by Customers / Booking Agents.

Whenever the Goods are discovered to have been received by the Carrier without complying with the declaration by Customers / Booking Agents or the Goods are found to be contraband or prohibited by any law or regulations of the port of loading, discharge or call or any place or waters during the Carriage, or the Goods may seem likely to become dangerous to the Carrier, Vessel, other Goods, Persons and/or other property. the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at the Carrier's discretion without compensation and Customers / Booking Agents shall be liable to indemnify the Carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirectly arising out of resulting from such Goods.

Once it is known by the Carrier, the documents or data provided by Customers / Booking Agents (including but not limited to MSDS, DG certificate, the result of the verification of transport package for dangerous goods) was wrongful, concealed, omitted, altered, counterfeited, falsified, such documents and data will be turned to police or other government authorities for criminal prosecution or administrative responsibility. Should there be any damage or loss suffered by the Carrier, the Carrier is entitled to claim compensation whether arising from tort, breach of contract or any other agreement or regulations.

To ensure the safety of life and property during transportation on shore and at sea is met, we would like to reiterate that we, the Carrier, would hold the liable party to bear full responsibility, expenses, and consequences according to the aforementioned agreement or regulations for any concealing, omitting, or mis-declaring of cargo. Furthermore, Customers / Booking Agents will be charged for "Cargo Misdeclaration Fee" as below table:

	Amount of Cargo Misdeclaration Fee (per container)		
Content	General Cargo with Special Declaration Requirement	Waste Cargo (*Remarks #2)	Dangerous Goods
Amendment requested by Customers / Booking Agents Voluntarily (*Remarks #3)	USD 3,000	USD 4,000	USD 5,000
Amendment requested by Custom, Port. YM or third parties when identified.	USD 10,000	USD 20,000	USD 30,000

#### Remarks:

- (1) If the documents or data provided by Customers/Booking Agents involved in cargo misdeclaration, identified by YM or third parties, the Carrier shall at his sole discretion be entitled to charge administration fee at USD300/per Booking Ref..
- (2) Waste Cargo means cargo for disposal or recycling, typically may be described as: scrap, waste, spent, recycling, used, old, expired, defective, for disposal, recovery, regeneration cargo, etc.
- (3) For general cargo with special declaration requirement and waste cargo, if voluntary amendment request is received before we submit manifest to the Customs, Customers / Booking Agents will be exempted from the Cargo Misdeclaration Fee.

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On Behalf of
YANG MING MARINE TRANSPORT CORP.