

CUSTOMS BROKERAGE SERVICES <hr/> SPECIAL TERMS <hr/> SIBUR International Trading (Shanghai) Co., Ltd.		代理报关服务 <hr/> 特殊条款 <hr/> 西布尔国际贸易（上海）有限公司	
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SPECIAL TERMS OF CUSTOMS BROKERAGE SERVICES	代理报关服务特殊条款
<p>1. These SPECIAL TERMS govern the procedure for the FORWARDER of the FORWARDING SERVICES Contract or the SERVICE PROVIDER of the WAREHOUSING SERVICE AGREEMENT (hereinafter also referred to as the "CONTRACTOR") to provide services for customs clearance, customs operations, storage, processing of goods, including those transported by road, rail, sea, and air transport, payment of customs duties, taxes and fees required to fulfill the COMPANY's assignment(s), performance of intermediary functions on customs affairs matters, provision of consultations in connection with customs clearance, as well as other actions performed in accordance with international treaties and acts on customs regulation and/or applicable legislation on customs regulation (hereinafter referred to as "customs operations").</p>	<p>1. 本特殊条款适用于《货运代理服务协议》的货运代理或《仓储服务协议》的服务供应商（以下简称“承包商”）提供以下服务的程序：货物清关、报关操作、仓储、货物加工（包括公路、铁路、海运和空运货物）、支付完成公司委托任务所需的关税、税款和费用、履行海关事务中的中介职能、提供与清关相关的咨询服务，以及根据国际条约和海关监管法规和/或适用的海关监管法律（以下简称“报关操作”）执行的其他行动。</p>
<p>2. The CONTRACTOR represents and warrants that it has all necessary permits, licenses and certificates required to provide customs clearance services and/or completed the filing as a customs clearance entity with the relevant customs authority, and the CONTRACTOR's employees meet the applicable qualification requirements, and provides the relevant scanned copies of documents confirming compliance with the requirements specified in this clause.</p>	<p>2. 承包商陈述并保证其拥有提供清关服务所需的所有必要许可证、执照和证书，和/或已在相关海关当局完成报关单位备案，且承包商的员工符合适用的资质要求，并提供确认符合本条款规定要求的相关文件扫描件。</p>
<p>3. The CONTRACTOR shall be entitled to engage third parties for the purpose of rendering services by the CONTRACTOR to the COMPANY, provided that the rendering of these services (performance of duties within them) is not the exclusive competence of the CONTRACTOR due to the requirements of the applicable customs legislation, the third parties meet the requirements imposed on the CONTRACTOR in accordance with clause 2 hereof, the CONTRACTOR has provided scanned copies of documents confirming the compliance of the third parties with the requirements of clause 2 hereof, and the preliminary written approval of the COMPANY has been obtained.</p>	<p>3. 承包商有权为向公司提供服务的目的而聘请第三方，前提是由于适用海关法规的要求，提供这些服务（履行其中的职责）并非承包商的专属权限，第三方符合本特殊条款第 2 条对承包商规定的要求，承包商已提供确认第三方符合本特殊条款第 2 条要求的文件扫描件，并且已获得公司的事先书面批准。</p>
<p>4. When performing customs operations, the CONTRACTOR (acting as a (customs) representative of the COMPANY) shall have the same rights as the COMPANY (acting as a declarant), the CONTRACTOR shall be entitled to represent the COMPANY's interests in the customs authorities as part of the provision of services to the COMPANY, but in any case, to the extent permitted by applicable law. Rights and obligations under customs operations</p>	<p>4. 在执行报关操作时，承包商（作为公司（海关）代表）应享有与公司（作为申报人）相同的权利，承包商有权在向公司提供服务的过程中代表公司在海关当局的利益，但在任何情况下，均应在适用法律允许的范围内。承包商执行的报关操作项下的权利和义务直接由作为申报人的公司承担。</p>

performed by the CONTRACTOR arise directly with the COMPANY as the declarant.	
5. The place of performance of the customs operations by the CONTRACTOR in the interests of the COMPANY is the People's Republic of China ("PRC").	5. 承包商为公司利益执行报关操作的地点为中华人民共和国（“中国”）。
6. Service Provision	6. 服务提供
6.1. The COMPANY shall send a request to the CONTRACTOR for the services. The COMPANY's requests (orders) are to be issued via email, all the requests (orders) are considered accepted from the moment the request is sent by the COMPANY to the CONTRACTOR's e-mail. The scope of services to be rendered, the term of their rendering shall be specified in the COMPANY requests (orders).	6.1. 公司应向承包商发送服务请求。公司请求（订单）应通过电子邮件发出，所有请求（订单）自公司向承包商的电子邮件发送请求之时起视为已被接受。待提供的服务范围及其提供期限应在公司请求（订单）中具体说明。
6.2. The cost of services (rates for services) and/or the procedure for its determination shall be agreed upon by signing an additional agreement (price agreement) between the COMPANY and the CONTRACTOR.	6.2. 服务费用（服务费率）和/或其确定程序应由公司与承包商签署补充协议（价格协议）另行约定。
6.3. The CONTRACTOR shall fulfill the instructions of the declarant, guided by the current customs legislation.	6.3. 承包商应按照现行海关法规的指导，履行申报人的指示。
6.4. The CONTRACTOR shall immediately start providing services for the execution of the COMPANY's request and to complete them within the time limits established by the customs legislation. If the customs clearance of goods is not completed for reasons beyond the CONTRACTOR's control, the CONTRACTOR shall inform the COMPANY of such reasons within 2 (two) working hours and agree with the COMPANY on further action. The CONTRACTOR shall inform the COMPANY about the measures to be taken by the COMPANY (to submit additional documents, to confirm the execution of customs payments, etc.).	6.4. 承包商应立即开始提供服务以执行公司请求，并在海关法规规定的时限内完成。如果由于承包商无法控制的原因导致货物清关未完成，承包商应在2（两）个工作日内将此类原因告知公司，并与公司协商进一步的行动。承包商应告知公司应采取的措施（提交补充文件、确认海关付款的执行等）。
6.5. Having executed the request, the CONTRACTOR shall inform the COMPANY about the completion of the services immediately.	6.5. 承包商在执行完请求后，应立即通知公司服务已完成。
6.6. Requirements for the quality of the CONTRACTOR's services: during the provision of services, the CONTRACTOR undertakes to act in good faith and to comply with the requirements of all applicable laws in relation to customs clearance. The CONTRACTOR may take lawful measures to expedite the customs	6.6. 承包商服务质量要求：在提供服务期间，承包商承诺诚实守信，并遵守与清关相关的所有适用法律的要求。承包商可以采取合法措施加快清关程序并最大程度地降低清关成本。

clearance procedures and minimize the cost of the clearance.	
6.7. The CONTRACTOR shall monitor and inform the COMPANY on a daily basis, on an accrual basis, of pending customs procedures, unclosed customs claims for missing documents, customs declarations under adjustment at the customs authority, deadlines for submitting periodic reports to customs authorities, decisions of customs authorities on additional inspections, and the COMPANY's collateral and other obligations to customs authorities.	6.7. 承包商应每日监控并以累计方式告知公司待处理的海关程序、未结清的缺少文件的海关索赔、在海关当局进行调整的海关申报单、向海关当局提交定期报告的截止日期、海关当局关于额外检查的决定，以及公司对海关当局的担保和其他义务。
7. Obligations of the CONTRACTOR:	7. 承包商的义务:
7.1. To provide services as instructed by the COMPANY or as agreed in advance in writing with the COMPANY. If the COMPANY's instructions are contrary to the requirements of applicable law, the CONTRACTOR may refuse to execute such instructions and inform the COMPANY in writing of its refusal to execute such instructions;	7.1. 按照公司的指示或事先与公司书面约定的方式提供服务。如果公司指示违反适用法律的要求，承包商可以拒绝执行此类指示，并以书面形式通知公司其拒绝执行此类指示的决定；
7.2. To provide the COMPANY with recommendations, advice and clarifications, including with respect to the composition and content of the documents, information, permits, certificates, licenses and other authorization documentation provided by the COMPANY, necessary for proper customs clearance, including the importation/exportation of goods into/out of the customs territory of the PRC, and compliance with the applicable provisions of the customs laws;	7.2. 向公司提供建议、意见和说明，包括关于公司提供的文件、信息、许可证、证书、执照和其他授权文件的构成和内容，这些文件、信息等对于适当的清关（包括进出口货物进出中国海关关境）和遵守海关法律的适用条款是必要的；
7.3. On behalf of the COMPANY, to obtain from authorized bodies the permits required for customs clearance (certificates, licenses, permits, state registration certificates, etc.);	7.3. 代表公司从授权机构获得清关所需的许可证（证书、执照、许可证、国家注册证书等）；
7.4. To carry out customs operations in the COMPANY's name, at the COMPANY's request and expense in respect of the COMPANY's goods in order to start the customs procedure chosen by the COMPANY, as well as to carry out (preliminary) calculations of customs payments (customs fees, customs duty, VAT, excise tax, etc.) and, if necessary, to draft documents required for customs purposes;	7.4. 以公司名义，根据公司要求并由公司承担费用，对公司货物进行报关操作，以便启动公司选择的海关程序，以及进行（初步）海关缴款计算（海关费用、关税、增值税、消费税等），并在必要时起草海关所需的文件；
7.5. If any mistakes or inaccurate information (i.e. knowingly false - not corresponding to the actual reality in full or in part) are found in the documents or information provided by the COMPANY, to inform the COMPANY	7.5. 如果在公司提供的文件或信息中发现任何错误或不准确的信息（即明知是虚假的 ——

immediately and take the necessary measures to prevent a violation of applicable law;	与实际情况全部或部分不符），应立即通知公司并采取必要措施防止违反适用法律；
7.6. In case of a separate request from the COMPANY to select the code (classification) of goods in accordance with the applicable commodity nomenclature of foreign economic activity;	7.6. 根据公司的单独要求，按照适用的对外经济活动商品目录选择商品代码（分类）；
7.7. To provide customs or other relevant authorities with duly executed documents (including transport (shipping), commercial and (or) customs documents containing information on goods, consignor (consignee) of goods, country of their departure (destination) for placement of goods for temporary storage) in the amount required for customs clearance of goods and within the time limit sufficient for customs clearance of goods;	7.7. 向海关或其他相关机构提供正式签署的文件（包括运输（装运）、商业和（或）海关文件，其中包含有关货物、货物发货人（收货人）、货物出发国（目的地）的信息，以便将货物放置在临时存储），其数量应满足货物清关的要求，且在足以进行货物清关的时限内提供；
7.8. To present the declared goods and vehicles to the customs authority, subject to request of customs authority and/or prior notification and agreement with the COMPANY on the additional costs of inspection;	7.8. 根据海关当局的要求和/或事先通知并与公司就额外的检查费用达成一致后，向海关当局出示申报的货物和车辆；
7.9. To keep records of the COMPANY's goods in respect of which it performs customs operations and store information related to the provision of services for the period established by law, but not less than three (3) years after the release of the goods, including after the completion of the Contract services/term;	7.9. 保存其进行报关操作的公司货物的记录，并在法律规定的期限内（但在货物放行后不少于三（3）年，包括合同服务/期限完成后）存储与提供服务相关的信息；
7.10. Upon agreement with or request of the COMPANY to electronically send an amendment to the goods declaration as soon as possible (within 1 calendar day from the moment the need for a change arises) to make changes to the information declared in the goods declaration before/after the release of goods, as well as control the issuance period the goods declaration amendment;	7.10. 经公司同意或应公司要求，尽快（在需要更改之日起 1 个日历日内）以电子方式发送货物申报单的修改，以便在货物放行前/后更改货物申报单中申报的信息，并控制货物申报单修改的签发期限；
7.11. To promptly inform the COMPANY of the goods' customs clearance completion and provide the COMPANY with scanned copies and originals of the documents submitted to and received from the customs authorities within 1 BUSINESS DAY; otherwise, at the COMPANY's first request, provide the COMPANY with information on the services' progress;	7.11. 及时通知公司货物清关完成情况，并在 1 个工作日内向公司提供提交给海关当局和从海关当局收到的文件的扫描件和原件；否则，应公司首次要求，向公司提供服务进度信息；
7.12. To keep commercial, banking and other legally protected secrets or other confidential information contained in the data provided by the COMPANY, to treat the	7.12. 对公司提供的数据中包含的商业、银行和其他受法律保护的秘密或其他机密信息保密，善意对待公司的文件，防止其损坏或丢失；仅将与公司和

<p>COMPANY's documents in good faith, to prevent their damage or loss; to use documents and information concerning the COMPANY and goods exclusively for the purpose of providing services and proper customs clearance of goods;</p>	<p>货物有关的文件和信息用于提供服务和货物正常通关的目的;</p>
<p>7.13. To ensure the participation of its employee in case the customs authority appoints additional customs control (sampling, examination/inspection, etc.), to ensure control of these procedures correctness and to minimize the COMPANY's costs. If necessary, to arrange the customs inspector(s) transfer to the place of taking samples and specimens and back in coordination with the customs authority;</p>	<p>7.13. 在海关当局指定进行额外海关控制（抽样、检验/检查等）的情况下，确保其员工参与，确保这些程序的正确性，并最大限度地减少公司的成本。如有必要，与海关当局协调，安排海关检查员前往取样地点和返回;</p>
<p>7.14. When declaring goods and vehicles, at the request of the customs authorities and at the COMPANY's expense, to weigh, quantify, load, unload, reload, pack, repack and perform other cargo and other operations necessary for customs clearance;</p>	<p>7.14. 在申报货物和车辆时，应海关当局的要求并由公司承担费用，进行称重、计量、装载、卸载、重新装载、包装、重新包装以及进行清关所需的其他货物和其他操作;</p>
<p>7.15. To support customs inquiries, inspections, audits within the period established by the legislation after the release of goods, but not less than three (3) years after the release of goods, including after the completion of the Contract services or the duration of the Contract whichever occurs later;</p>	<p>7.15. 在货物放行后法律规定的期限内，但不迟于货物放行后三年（3），包括合同服务完成后或合同期限届满后（以较晚者为准），支持海关的查询、检查、审计;</p>
<p>7.16. In cases stipulated by the effective legislation or per separate request of the COMPANY, to be present during customs examination and to provide customs officials with the necessary assistance;</p>	<p>7.16. 在现行法律规定的情况下或应公司的单独要求，在海关查验期间在场，并向海关官员提供必要的协助;</p>
<p>7.17. In cases stipulated by applicable law, at the COMPANY's expense, to place goods and vehicles in a bonded warehouse or customs specially-controlled zone (hereinafter "bonded warehouse or customs specially-controlled zone") to perform other actions related to the storage of goods and vehicles in a bonded warehouse or customs specially-controlled zone. The term, conditions, and cost of storage are subject to prior agreement with the COMPANY.</p>	<p>7.17. 在适用法律规定的情况下，由公司承担费用，将货物和车辆放置在保税仓库或海关特殊监管区（以下简称“保税仓库或海关特殊监管区”），以执行与货物和车辆在保税仓库或海关特殊监管区储存相关的其他行动。储存期限、条件以及费用须事先与公司协商。</p>
<p>7.18. On behalf of the Company to ensure the conclusion of a contract with the owner of the bonded warehouse within the period not later than the emergence of the obligation to place cargo in the bonded warehouse, makes payment for services rendered with subsequent reimbursement by the COMPANY. The term, conditions, and</p>	<p>7.18. 代表公司确保在不迟于货物进入保税仓库义务产生的期限内与保税仓库所有人签订合同，支付所提供的服务费用，随后由公司报销。储存期限、条件以及费用须事先与公司协商。</p>

cost of storage are subject to prior agreement with the COMPANY.	
7.19. The CONTRACTOR, if necessary and upon written request of the COMPANY, may arrange and carry out loading and unloading, freight forwarding and delivery of the cargo to the bonded warehouse or warehouse of the COMPANY by itself or with the involvement of third parties. In this case, the CONTRACTOR undertakes to document the costs incurred (invoices, acts of services rendered/work performed) previously agreed upon with the COMPANY. The cost, period of performance and list of these services shall be confirmed by the COMPANY's request sent to the CONTRACTOR by e-mail.	7. 19. 承包商如有必要并应公司的书面要求，可以自行或通过第三方参与安排和执行货物的装卸、货运代理和交付至保税仓库或公司的仓库。在这种情况下，承包商承诺记录先前与公司协商确认的产生的费用（发票、提供的服务/执行的工作的行为）。这些服务的成本、执行期限和清单应由公司通过电子邮件发送给承包商的请求确认。
7.20. To identify contact persons from among its employees for the purpose of fulfilling the obligations provided for in these SPECIAL TERMS and notify the COMPANY of their contact details by the method of communication provided for in the Contract.	7. 20. 从其员工中确定联系人，以便履行本特殊条款规定的义务，并通过合同规定的通信方式通知公司其联系方式。
8. Documents	8. 文件
8.1. The CONTRACTOR shall ensure that reports are provided to the COMPANY in the form and by the deadlines agreed with the COMPANY:	8. 1. 承包商应确保以与公司约定的形式和期限向公司提供报告：
8.1.1. a report of declarations which were released within each calendar month (to be provided not later than the tenth (10) day of the month following the reporting month);	8. 1. 1. 每个日历月提供一份已放行的报关单报告（应在报告月份结束后十（10）天内提供）；
8.1.2. uploading from the China International Trade Single Window or any other customs software the information on customs declarations issued (hereinafter referred to as "CD") cumulatively from the date of commencement of the services upon the COMPANY's written request within the time period specified in this request.	8. 1. 2. 根据公司的书面要求，在该要求规定的期限内，从中国国际贸易单一窗口或任何其他海关软件上传自服务开始日期起累计签发的海关报关单（以下简称“报关单”）信息。
8.2. In a timely manner, no later than on the day of issue of the import CD to provide a PDF copy of the CD to the responsible employee of the COMPANY via e-mail.	8. 2. 及时地，不迟于进口报关单签发之日，通过电子邮件向公司负责员工提供报关单的 PDF 副本。
8.3. Not later than the tenth (10) day of the month following the reporting month, to provide the COMPANY with a service acceptance certificate, indicating the numbers of customs declarations or documents replacing customs declarations.	8. 3. 不迟于报告月份结束后十（10）天，向公司提供服务验收证明，注明海关报关单或代替海关报关单的文件编号。 承包商应根据与公司的协议或公司或海关当局的要求，对涉及向海关当局报告的海关程序，核实公司

<p>The CONTRACTOR shall, per agreement with the COMPANY or request of the COMPANY or the customs authority, for customs procedures involving reporting to customs authorities, verify the COMPANY's prepared reports for compliance with the requirements set forth in the customs legislation. Verification is to be carried out and completed within 5 days from the date of the reports' drafts submission by the Company.</p>	<p>准备的报告是否符合海关法规定的要求。核实应在公司提交报告草案之日起 5 天内进行并完成。</p>
<p>9. Rights of the COMPANY</p>	<p>9. 公司的权利</p>
<p>9.1. To change or supplement the information provided to the CONTRACTOR for filling in the customs declaration within the time limits established by the customs legislation.</p>	<p>9.1. 在海关法规规定的时限内更改或补充提供给承包商用于填写报关单的信息。</p>
<p>9.2. To receive information from the CONTRACTOR on the progress of customs clearance of goods, vehicles, and equipment.</p>	<p>9.2. 从承包商处接收有关货物、车辆及设备清关进度的信息。</p>
<p>9.3. To address the CONTRACTOR for explanations of the requirements of the customs authority and customs regulations, to get acquainted with the results of the investigation (examination) of the samples and specimens of the COMPANY's goods taken by the customs authority.</p>	<p>9.3. 向承包商咨询海关当局的要求和海关法规的解释，了解海关当局对公司货物样品和样本的调查（检验）结果。</p>
<p>9.4. To send proposals to the CONTRACTOR to petition the customs authority for adjustment of the customs value of goods and means of transport.</p>	<p>9.4. 向承包商提出建议，请求海关当局调整货物和运输工具的海关估价。</p>
<p>9.5. To entrust the CONTRACTOR with the realization of opportunities (within the framework of the customs legislation) to obtain benefits and exemptions, application of special simplified procedures and other operations that contribute to obtaining the greatest benefit.</p>	<p>9.5. 委托承包商实现（在海关法规定的范围内）获得优惠和豁免的机会，适用特殊的简化程序和其他有助于获得最大利益的操作。</p>
<p>9.6. To require the CONTRACTOR to make amendments and additions to the declaration, to confirm the fact of submission or non-acceptance of the customs declaration.</p>	<p>9.6. 要求承包商对报关单进行修改和补充，确认提交或不接受报关单的事实。</p>
<p>9.7. To be present at the customs clearance of goods and means of transportation, in respect of which the CONTRACTOR performs customs operations.</p>	<p>9.7. 在承包商执行海关操作的货物和运输工具的清关过程中在场。</p>
<p>10. Obligations of the COMPANY</p>	<p>10. 公司的义务</p>
<p>10.1. At the CONTRACTOR's request, provided as part of the execution of the COMPANY's request, to provide the CONTRACTOR with the information and</p>	<p>10.1. 应承包商的要求，在执行公司要求的过程中，向承包商提供货物清关所需的信息和文件。</p>

documents necessary for the customs clearance of the goods.	
10.2. To notify the CONTRACTOR of any changes in the information provided to the CONTRACTOR with respect to the goods, the customs clearance of which is ongoing at the time of the change of information.	10.2. 将提供给承包商的有关货物的信息的任何变更通知承包商，这些货物的清关在信息变更时正在进行。
10.3. Where required by applicable law, to issue a power of attorney to the CONTRACTOR and/or its representatives to carry out the COMPANY's reinstructions.	10.3. 在适用法律要求的情况下，向承包商和/或其代表签发授权委托书，以执行公司的重新指示。
10.4. To provide the CONTRACTOR with the information available to it on customs preferential policies or on refund of customs duties and taxes, if such preferential policies or refunds are provided for by the applicable legislation.	10.4. 向承包商提供其可获得的关于海关优惠政策或关税和税款退税的信息，如果适用法律规定了此类优惠政策或退税。
10.5. To pay the CONTRACTOR's services in the amount and on the terms and conditions specified in the COMPANY's requests (orders), as well as to reimburse the CONTRACTOR for the expenses previously agreed upon with the COMPANY and documented by the COMPANY, incurred by the CONTRACTOR for the execution of the COMPANY's orders.	10.5. 按照公司要求（订单）中规定的金额和条款及条件支付承包商的服务费用，并偿还承包商先前与公司协商一致并由公司记录在案的、承包商为执行公司订单而产生的费用。
10.6. To pay customs duties, taxes and other customs payments with respect to the goods declared or to be declared by the CONTRACTOR and provide the CONTRACTOR with payment documents confirming the payment of customs payments, including bank statements, or transfer to the CONTRACTOR's settlement account the funds required to pay customs payments, or provide the CONTRACTOR with documents confirming that the COMPANY has secured the payment of customs payments. The documents and information shall meet the requirements and conditions stipulated by the customs legislation.	10.6. 支付承包商已申报或将要申报的货物的关税、税款和其他海关费用，并向承包商提供确认已支付海关费用的付款文件，包括银行对账单，或将支付海关费用所需的资金转入承包商的结算账户，或向承包商提供确认公司已确保支付海关费用的文件。该等文件和信息应符合海关法规定的要求和条件。
10.7. If the CONTRACTOR arranges the storage of the COMPANY's goods at a bonded warehouse or customs specially-controlled area, the COMPANY shall notify the CONTRACTOR in writing of any special conditions for storage, loading, unloading and movement of the goods to be stored.	10.7. 如果承包商安排将公司的货物存储在保税仓库或海关特殊监管区，公司应以书面形式通知承包商任何关于待存储货物的存储、装卸以及移动的特殊条件。
11.Liability of the CONTRACTOR	11. 承包商的责任
11.1. The CONTRACTOR shall be liable for losses caused to the COMPANY by the CONTRACTOR's failure to fulfill and/or improper fulfillment of its obligations to provide customs representation services,	11.1. 承包商应对因其未履行和/或不当履行其提供海关代理服务的义务而给公司造成的损失承担责任，包括但不限于港口/铁路站场的额外仓

<p>including but not limited to extra storage in port/railway terminal, demurrage and detention charges, container movement fees, transport idle time, warehousing storage fees.</p>	<p>储费、滞期费和滞箱费、集装箱搬运费、运输闲置时间、仓储费。</p>
<p>11.2. If the COMPANY is imposed administrative penalty for violation of customs legislation due to non-fulfillment or improper fulfillment by the CONTRACTOR of its obligations to provide customs representation services, the CONTRACTOR shall reimburse the COMPANY for penalties (fines, interest rate) in the amount of the amounts paid in cases of administrative offenses within ten (10) calendar days from the date of receipt from the COMPANY of a copy of the document on bringing the COMPANY to administrative penalty (resolution, determination, prescription).</p>	<p>11.2. 如果由于承包商未履行或不当履行其提供海关代理服务的义务，公司被处以违反海关法规的行政处罚，承包商应自收到公司提供的关于对公司进行行政处罚的文件（决议、决定、指令）复印件之日起十（10）个日历日内，按照行政处罚案件中支付的金额，向公司偿还处罚（罚款、利息）。</p>
<p>11.3. If after the completion of the term of services/expiration of the Contract the COMPANY incurs losses, including administrative fines, due to the CONTRACTOR's failure to fulfill or improper fulfillment of its obligations to provide customs representation services, the CONTRACTOR's obligation to compensate such losses to the COMPANY shall terminate only after compensation for such losses. In doing so, the CONTRACTOR shall advise the COMPANY on matters arising in the course of customs control.</p>	<p>11.3. 如果在服务期限届满/合同到期后，公司因承包商未履行或不当履行其提供海关代理服务的义务而遭受损失，包括行政罚款，则承包商对公司赔偿此类损失的义务只有在已赔偿此类损失后才能终止。在这样做时，承包商应就海关监管过程中出现的事项向公司提供建议。</p>
<p>11.4. In case the CONTRACTOR submits the customs declaration later than the deadlines established by the applicable legislation, or violates other deadlines for rendering services/performing actions stipulated by these SPECIAL TERMS, deadlines for eliminating deficiencies of the rendered services, the CONTRACTOR shall pay 25% of cost of the respective CONTRACTOR's services for this declaration (which is considered to be liquidated damages). The COMPANY shall be entitled to only pay 75% of the cost of the CONTRACTOR's services in relation to this declaration (to deduct the amount of liquidated damages from the amount payable to the CONTRACTOR).</p>	<p>11.4. 如果承包商提交报关单的时间晚于适用法律规定的截止日期，或违反本特殊条款规定的提供服务/执行行动的其他截止日期、消除已提供服务缺陷的截止日期，承包商应支付该报关单相应的承包商服务费用的 25%（视为违约金）。公司有权仅支付该报关单对应的承包商服务费用的 75%（从应付给承包商的金额中扣除违约金）。</p>
<p>11.5. If the CONTRACTOR declares inaccurate information in the customs declaration (if this is not the result of inaccurate and/or incomplete information provided by the COMPANY) due to its (inclusive of its representatives) fault or negligence, which caused a delay in the release of goods, the CONTRACTOR shall pay 50% of the cost of the respective CONTRACTOR's services for this declaration</p>	<p>11.5. 如果承包商在报关单中申报了不准确的信息（如果这不是由于公司提供的信息不准确和/或不完整造成的），由于其（包括其代表）的过错或疏忽，导致货物放行延迟，承包商应支付该报关单相应承包商服务费用的 50%（视为违约金）。公司有权仅支付该报关单对应的承包商服务费用的 50%（从应付给承包商的金额中扣除违约金）。在这种情况下，承包商产生的额外费用不予报销。</p>

<p>(which is considered to be liquidated damages). The COMPANY shall be entitled to only pay 50% of the cost of the CONTRACTOR's services in relation to this declaration (to deduct the amount of liquidated damages from the amount payable to the CONTRACTOR). The additional costs incurred by the CONTRACTOR in this case shall not be reimbursed.</p>	
<p>11.6. If the customs refuses to release the customs declaration or requires the customs declaration to be withdrawn due to reasons attributable to the CONTRACTOR, the COMPANY shall not pay for respective services in relation to this declaration (and in this case 100% of the cost of the CONTRACTOR's services in relation to this declaration shall be considered to be liquidated damages), as well as:</p>	<p>11.6. 如果海关由于承包商的原因拒绝放行报关单或要求撤回报关单，公司不支付该报关单的相应服务费用（在这种情况下，该报关单对应的承包商服务费用的 100% 视为违约金），以及：</p>
<p>11.6.1. bonded warehouse services (in terms of storage of goods/parking of motor vehicles for additional days) arising in this case shall not be reimbursed to the CONTRACTOR;</p>	<p>11.6.1. 在这种情况下产生的保税仓库服务（就额外天数的货物存储/机动车停放而言）不予报销给承包商；</p>
<p>11.6.2. customs duties paid shall be reimbursed to the COMPANY (the COMPANY is entitled to deduct the amount of customs duties from the amount of other services payable to the CONTRACTOR).</p>	<p>11.6.2. 已支付的关税应退还给公司（公司有权从应付给承包商的其他服务费用中扣除关税金额）。</p>
<p>11.7. If due to reasons attributable to the CONTRACTOR, the declaration was submitted without a sanitary-quarantine control mark, the fine imposed on the COMPANY shall be reimbursed by the CONTRACTOR.</p>	<p>11.7. 如果由于承包商的原因，提交的报关单没有卫生检疫控制标志，则对公司处以的罚款应由承包商报销。</p>
<p>11.8. The CONTRACTOR shall be liable to the COMPANY for the actions/inactions of third parties engaged for provision of services in accordance with clause 2 hereof as if for its own.</p>	<p>11.8. 承包商应对其根据本特殊条款第 2 条聘请的第三方提供服务的行为/不作为向公司承担责任，如同对其自身的行为/不作为一样。</p>
<p>12.Liability of the COMPANY</p>	<p>12. 公司的责任</p>
<p>12.1. The COMPANY shall be liable for losses incurred by the CONTRACTOR due to the COMPANY's failure to fulfill or improper fulfillment of its obligations thereunder, including:</p>	<p>12.1. 公司应对因其未履行或不当履行其在本特殊条款项下的义务而给承包商造成的损失承担责任，包括：</p>
<p>12.1.1. in case of late transfer of customs payments by the COMPANY;</p>	<p>12.1.1. 公司延迟支付海关费用；</p>
<p>12.1.2. providing an inaccurate and/or incomplete set of documents for customs operations;</p>	<p>12.1.3. 提供不准确和/或不完整的用于海关操作的文件；</p>

13.Services cancellation	13. 服务取消
<p>13.1. If the COMPANY refuses the CONTRACTOR's services unilaterally, the COMPANY shall reimburse the CONTRACTOR for the documented expenses incurred by the CONTRACTOR, previously agreed upon with the COMPANY, in connection with the CONTRACTOR's execution of the COMPANY's requests. The CONTRACTOR shall not be reimbursed for any losses.</p>	<p>13.1. 如果公司单方面拒绝承包商的服务，公司应偿还承包商先前与公司协商一致的、与承包商执行公司要求相关的、有文件证明的费用。承包商的任何损失不予报销。</p>
<p>13.2. The CONTRACTOR shall have the right to unilaterally withdraw, in whole or in part, from the provision of the services listed herein by sending the COMPANY an e-mail notification two (2) calendar months prior to the proposed date of termination of the services. If the CONTRACTOR refuses to provide services unilaterally out of court, the CONTRACTOR shall reimburse the COMPANY for the losses caused by such refusal, and shall pay liquidated damages in the amount of 50% of the cost of the respective CONTRACTOR's services for each such refusal.</p>	<p>13.2. 承包商有权通过在拟议的服务终止日期前两个（2）个日历月向公司发送电子邮件通知，单方面全部或部分撤回此处列出的服务的提供。如果承包商在庭外单方面拒绝提供服务，承包商应赔偿公司因此类拒绝造成的损失，并应为此类每次拒绝支付相当于对应的承包商服务费的 50%的违约金。</p>