



FREIGHT FORWARDING CONTRACT

This Agreement is entered on between **JAS CARGOWAYS Kft.** 2220 Vecsés Üllői str. 807/B C. Building 2. Floor (referred to as „JAS”)

and

.....(referred to as „Client”) an limited liability company whose business address

Client requires transportation of the commodities from and to the points described in this Contract

JAS is a freight forwarder that has the ability to provide the services described in this Contract.

Client and JAS propose to enter this Contract, under which JAS will be responsible for transportation of Client's commodities from and to the points specified in this Contract, for the prices and subject to the terms and conditions set forth in this Contract.

Now therefore, in this consideration of the mutual promises and covenants between them, Client and JAS hereby agree as follows:

- 1. Transportation:** JAS agrees as a freight forwarder to provide transportation services for Client for the commodities requested in ad hoc orders. JAS will provide that service as a freight forwarder. Shipment type: ocean export (Hungary-China)
- 2. Services:** JAS agrees to provide service suitable for Client's requirements; provided, however, that JAS shall not be required to furnish services other than following services: pick up, pre-carriage, shipping, customs clearance, insurance
- 3. Term:** The initial term of this Contract shall begin on the date stated above shall continue for a period of one year. Thereafter, this Contract shall be renewed automatically for successive additional terms of one year each, unless either party gives the other party written notice of cancellation of the Contract at least sixty days prior to the last day of the then-current term.
- 4. Independent Contractor:** It is expressly understood and agreed to between the parties that JAS shall be an independent contractor and that JAS shall not be considered the employee or agent of Client or any of Client's driver, helpers, agents or employees. JAS as an independent contractor shall determine the method, means and manner of performing its duties under this Contract
- 5. Payment:** Client will pay the freight charge, given by JAS in a prior offer. Payment has to be affected before release of the original Bill of Lading
- 6. Limits of Liability:** JAS shall not be liable for delay of any kind to any shipment, regardless of the cause of such delay, nor shall JAS be liable for loss of or damage to any shipment or part of a shipment when that loss or damage is caused by the act of God, the public enemy, the authority of law or the act or omission of a person or entity other than JAS, the inherent vice or defects of the materials shipped, natural loss or shrinkage or as a result of any other cause or condition beyond the reasonable control of JAS





7. **Applicable law:** The contract and the operations under it are subject to any valid and applicable laws, rules, regulations and orders of any governmental body affecting the operations of JAS or Client. However nothing in this Contract shall be construed as a waiver of any right or question or contest an such law, rule, regulation or order. In the event that it becomes necessary for either party to modify its performance under this Contract to comply with additional or changed laws, rules, regulations or orders of any governmental body, that compliance shall not be considered a breach of this Contract, and this Contract shall continue in full force and effect; provided, however, that the party that is required to comply with such additional law, rule, regulation or order may modify its performance under the terms of this Contract only to the extent required to comply with that law, rule, regulation or order. It he event that any portion of this Contract is declared invalid, the remainder of this Contract shall continue in full force and effect.
8. **Waiver of breach:** Waiver by either party to this Contract of a breach of any term of this Contract shall not be construed as a waiver of any subsequent breach of that term or as a waiver of any other term of this Contract

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Djoser Import&Export Col. Ltd

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JAS Cargoways Kft.

