**国际航空运输进出港货物交接及费用结算协议**

**Agreement on Handover and Settlement of Intl. Goods**

|  |  |
| --- | --- |
| 本协议由  between | **上海浦东国际机场货运站有限公司**  **Shanghai Pudong International Airport Cargo Terminal Co., Ltd. (PACTL)**  **上海浦东国际机场西区公共货运站有限公司**  **Shanghai Pudong International Airport West Area Public Cargo Terminal Co. Ltd.（PACTL WEST）** |
|  | 以下合称“甲方”  and hereinafter referred to as “Party A” |
|  | 公司地址：  having its principal office at : |
|  | 中国上海浦东国际机场速航路168号，邮编：201207 168 Suhang Road, Shanghai Pudong International Airport  Shanghai 201207 |
| 和  and | 以下简称“乙方”  and hereinafter referred to as “Party B” |
|  | 公司地址：  having its principal office at : |
|  |  |
| 生效日期：  effective from: | \_\_\_\_\_年 月 日 |
| 所适用的地点：  for the applicable locations: | 场所1：PACTL一期货站速航路168号及其位于东远航路的东货运区  Location 1: PACTL Terminal 1 located at 168 Suhang Road and its Terminal 2 located at Dongyuanhang Road Cargo Area East.  场所2：上海浦东国际机场西区公共货运站有限公司，浦东国际机场河滨西路 501号  Location 2: 501 Hebin Road (West), Pudong Intl. Airport, Shanghai Pudong International Airport Public Cargo Terminal Co., LTD (WEST)  场所3：PACTL 虹桥货站东货区 空港七路55号  Location 3: PACTL SHA Terminal(East), 55 Konggang No.7 Road |

为了加快国际航空运输进出港货物（以下简称货物）的运作，经平等协商，甲乙双方就进出港货物交接和费用结算事宜达成如下协议：

With the purpose of speeding up the dispersing at airport (Intl. Inbound/Outbound cargo, and hereafter referred to as “Cargo”), the Parties reach an agreement, after negotiation with each other equally, on cargo handover and settlement as follows:

1. **总则**

**ARTICLE 1 General**

1.1 甲方作为货物承运人（国际航空公司）的货物处理代理人，接受承运人的委托，在浦东国际机场或虹桥机场内，处理承运人承运的进出港货物。

Party A is authorized by the Carrier (Intl. Airlines) as the cargo handling agent at Pudong International Airport or Hongqiao International Airport to handle Carrier’s inbound/outbound cargo.

1.2 乙方同意在本协议有效期内同甲方所进行的一切货邮航空运输操作活动中，将自觉遵守国家有关法律、法规，以及中国民航局(CAAC)、国际航协(IATA)有关规章及相关标准。同时，乙方自觉遵守甲方旨在加强安全管理所不时制订或修改的所有操作流程和管理规定。若有任何违反并造成相应后果的，将承担全部法律责任并且赔偿甲方全部的损失。

Within the effective term of this agreement, Party B agrees to conscientiously comply with related laws and regulations of China, rules and standards of CAAC & IATA for all cargo & mail operation in Party A’s facility. And Party B will also obey all operation procedures and related regulations issued and modified by Party A from time to time. If Party B had any violation and caused relevant consequence, Party B would take all legal responsibility and indemnity all loss of Party A.

1.3 本协议第二、三条中所涉及的流程及双方责任应服从与海关相关的法律法规的规定并根据其变化而调整。

The procedures and duties for two Parties mentioned in ARTICLE 2 and ARTICLE 3 shall be subject to laws and regulations in connection with customs and shall be adjusted in accordance with Customs procedure changes and new requirements.

1. **出港货物交接**

**ARTICLE 2 Outbound Handover**

* 1. 双方同意根据实际需要配备人员设备，保证货物交接顺利进行，乙方负责将出港货物送到甲方货运站，提交海关报关放行的航空货运单和货物交接清单。

The Parties agree to arrange manpower and equipment according to actual needs to ensure cargo hand-over smoothly. Party B is responsible for transporting cargo to Party A and submitting the customs cleared AWB and the Delivery List (D/L).

* 1. 由乙方负责打板装箱的货物，必须满足民航安检规定“航班起飞前24小时入库”，否则必须经安检检查方能收货。甲方对货物内容的短缺和损坏及货物受潮后产生的损失不负责任。木质包装至美国、加拿大等国的货物需提供熏蒸证明。

The cargo built-up by Party B must be put into the Party A’s warehouse in advance and the regulation, “24 hours prior to departure” issued by the CAAC, will be applicable. Otherwise security check must be done. Party A will not be liable for shortage or damage to contents, loss and damage arising from damp. If cargo exporting to USA and Canada is packed with wood, Party B should provide the fumigation certificate.

* 1. 由甲方负责打板装箱的货物，乙方必须遵守第2.7条规定的截止交货时间，甲方按交接清单现场查验，核收航空货运单和货物，乙方负责将货物搬运上安检入口，甲方负责在安检出口处接收，安检过程中发生异常情况的货物或发现不合规格货物有可能使内件短缺或损毁等不正常情况，甲方可以拒收，交乙方处理，若发现货物交接清单与实物不符，由乙方负责更正后交甲方。

Party B should comply with the Cut-off time stipulated in Item 2.7 to hand over the loose cargo to Party A which will be responsible for build-up. Party A should check the AWB and cargo at spot in accordance with the D/L. Party B should move the cargo to X-Ray entrance and Party A receives the cargo at X-Ray exit. Party A has the right to refuse accepting cargo and returning it to Party B in case that Party A find out some irregularities or cargo not being up to standard maybe potentially causes the contents short or damaged in the process of security check. Party B should be liable for modifying all documents and then do redelivery provided that the D/L is inconsistent with physical cargo.

* 1. 甲方有权但无义务对货物进行实体检查，对不符合运输要求或存在潜在危险的货物，甲方可以拒绝收货。乙方在交运甲方货物中由于包装不妥或其性质发生变化而腐蚀污染其他货物，乙方应承担由此产生的一切责任和损失。货物体积、重量超出吨控预定，导致发运延误，甲方不承担责任。

Party A has the right but bear no responsibility to inspect the goods and refuse accepting the cargo provided that the package of cargo does not conform to the requirements for transportation or potential danger exists. In case that the cargo delivered by Party B corrodes and pollutes other cargo because of inappropriate package or changes in the nature of cargo, Party B should responsible for all consequences arising therefrom. In case that the weight and volume of shipment exceed the tonnage control, Party A has no responsibility for the delay arising from it.

* 1. 货物清点完毕，甲方在交接单上签字确认收讫，加盖收货时间标记，并签发出港货物交接清单，双方各留一份。

Party A should sign on the D/L for acceptance confirmation and stamp time on it, and then issue the D/L for outbound cargo after delivery is completed. Each party should hold one D/L.

2.6 甲方实测货物重量和体积与航空货运单不符，乙方应按海关和承运航空公司有关规定更改航空货运单。

In case that the cubage and weight on AWB is discrepant with the data measured actually, Party B should modify the AWB according to the concerned regulations issued by the Customs and Carrier.

2.7 乙方应遵守甲方与其所代理的航空公司确定的截止交货时间（Cut-off Time），乙方如超出规定时间交货，由此造成的延误发运，甲方不承担任何责任。

Party B should obey the Cut-off time confirmed by Party A and the Carrier. Party A will not take on any responsibility for delay in case that Party B hands over cargo later than the Cut-off time.

**三．进港货物交接**

**ARTICLE 3 Inbound Delivery**

3.1甲方应在货物实际到达其货运站后，在与航空公司商定的时间内完成货物的分解并通知乙方。凡目的站为上海浦东国际机场或虹桥机场的，航空货运单上的收货人为乙方或甲方认定可由乙方代理交付的货物，均由乙方领收并代为交付与收货人。根据海关集中驳运的原则，从甲方仓库到乙方仓库的运输服务由同甲方签约的第三方运输公司通过海关监管卡车来实现。

Party A should break down goods within the time as mutually agreed with the Carrier and inform Party B after the goods actually arrive at Party A’s terminal. Party B can pick up and hand over to consignees for those shipments with PVG or SHA as destination and Party B as receiver or maintained by Party A that Party B may do the pickup. According to the Customs’ principle of “centralized transportation”, the transportation service from Party A’s warehouse to Party B’s warehouse will be realized by the third party transportation company contracted with Party A via Customs bonded trucks.

3.2 双方同意用现场清点交接的方式交接航空货运单和货物，由甲方先理出航空货运单，按航空货运单制作交接清单，并将货物移至交接区域；乙方按交接清单查验，核收航空货运单和货物，在交接单上签字确认收讫后监督货物装车。

The Parties agree to do the hand-over of AWB and goods on site. Party A should put AWB in proper order, make Delivery List and move the goods to handover area. Party B will check and accept goods and AWB according to Delivery List, then sign on Delivery List as pickup confirmation and supervise goods loading onto trucks.

3.3 乙方应指派专人在甲方货运站进行进港货物交接并核对航空货运单，交接清单与实际货物是否相符。如发现有破损，短缺等情况应和甲方共同对货物进行检查，作好事故记录并经双方签字认可。

Party B should appoint and send dedicated staff to do the handover and check of inbound goods & AWB against Delivery List. If any irregularities like goods damage and shortage etc take place, the Parties should check the goods and make records with signatures from two sides.

3.4 甲方同意就交接前货物的丢失、短缺、毁坏、潮湿等情况与承运人协商，分清职责，由过失方承担由此产生的经济损失；乙方同意对交接后的丢失、短缺、破损、毁坏、潮湿及交付错误等负责，并承担由此产生的一切可能损失。

For the missing goods, shortage, damage and damp etc before delivery, Party A agrees to discuss with Carrier and clarify the duties, and the negligent Party should be responsible for the loss caused. For the missing goods, shortage, damage, destruction, damp and wrong distribution after delivery, Party B agrees to bear all possible loss arising.

3.5 乙方应在其海关监管仓库配备必需的装卸设备和人力，以保证货物在运达后及时完成卸货工作。

Party B should arrange enough equipments and manpower to guarantee that breakdown is done timely after goods arrive at Party B’s Customs bonded warehouse.

3.6 进入乙方仓库的进港货物，乙方应严格按照航空货运单上列明的收货人，及时通知收货人提取；乙方不得以任何理由积压货物并以此向收货人收取不正当费用，由此引起的一切后果由乙方承担。

For the inbound goods arrived at Party B’s warehouse, Party B should timely inform the consignee to do the pickup strictly according to the name listed as consignee on AWB. Party B cannot make goods overstocked and charge consignees unlawfully by any reasons. Otherwise Party B will be responsible for all consequences.

3.7 乙方如发现有甲方错分货物时，乙方应尽快将货物退还甲方仓库，不得以任何理由拖延。

If Party B found any goods mistaken delivered by Party A, Party B should return the goods ASAP and cannot delay with any reason.

**四．费用结算**

**ARTICLE 4 Settlement**

4.1甲、乙双方确认，双方就具体服务种类统计确认每月工作量，且双方同意以甲方对外公布的含税服务价格表作为各项服务的价格依据。

Party A and Party B confirm that both parties will calculate the monthly workload statistically for specific types of services, and both parties agree to use the service charge list published by Party A as the basis for the prices of each service (VAT included).

甲、乙双方进一步确认，甲方有权在本协议执行期间对服务价格表中所列价格进行适当调整（包括因市场、政策等因素进行调整）。自甲方完成价格调整并公示后的周期费用结算，即按新的公示价格执行。

Party A and Party B further confirm that Party A has the right to make appropriate adjustments to the prices listed in the service charge list during the execution of this agreement (including adjustments due to market, policy and other factors). A new public price will be executed when Party A completes the price adjustment and announce it to the public.

对于不需要甲方提供的服务项目，乙方应提出书面申请。  
For the service items Party B won’t need Party A to provide, Party B shall inform Party A by written application.

4.2 双方同意按月结算费用，甲方在月初5个工作日内将应收帐单和发票交乙方，乙方收到帐单确认无误后应在7日内结清费用，费用结算采取转账方式。

银行帐号为：

* + 1. 发票由**上海浦东国际机场货运站有限公司**出具，汇款至**上海浦东发展银行空港支行 076389 - 4135002616**；
    2. 发票由**上海浦东国际机场西区公共货运站有限公司**出具，汇款至**上海浦东发展银行空港支行 076389 - 98910155300000373**。

Both parties agree to settle the fees on a monthly basis. Party A should issue the bill and invoice in the first 5 working days of each month. After receive invoice and make sure no problem with invoiced items, Party B should pay within 7 days through wire transfer.. The Accounts are as following:

a) For invoice issued by **Shanghai Pudong International Airport Cargo Terminal Co., Ltd.,** please pay to **Shanghai Pudong Development Bank Shanghai Konggang Sub-Branch, Account No.: 076389 - 4135002616**;

b) For invoice issued by Shanghai Pudong International Airport Public Cargo Terminal Co., LTD (WEST), please pay to **Shanghai Pudong Development Bank Shanghai Konggang Sub-Branch**, **Account No.: 076389 - 98910155300000373**.

4.3 如乙方无故未在规定的结算期内付款，甲方有权以逾期付款总额的0.5%按天收取滞纳金。拖延付款达二个月的，甲方有权取消乙方月结帐资格，并保留采取其他相应措施的权利。

If Party B delays the settlement without any reasons, Party A has the right to charge Party B the overdue fine by 0.5 Percent per day. If this delay lasts up to 2 months, Party A will deprive Party B of qualification of month-settlement and reserve the right to take other appropriate measures.

**五．不可抗力**

**ARTICLE 5 Force Majeure**

如遇战争、罢工、火灾、传染病、国内动乱、政府或当地实权人士的行为及其他协议双方均不可控制的情况等不可抗力事件，遭到不可抗力的一方须在事情发生24小时内通知另一方，任何一方不得要求另一方履行本协议中规定的义务。

In case that some force majeure, such as war, strike, conflagration, Infectious disease, domestic turmoil, actions of government or real powerful personage locally, is coming forth, any Party undertaking the force majeure should inform the other party within 24 hours and not ask its counterparty to perform the duties regulated in this Agreement.

**六．有效期限**

**ARTICLE 6 Valid Terms**

本协议的有效期限为 3 年，即自本协议生效之日起起算至 年 月 日止。在本协议有效期限届满之前的三个月内，双方都没有书面通知另一方终止本协议的，本协议自动顺延。

The valid term of this agreement is 3 years from the date of Effectiveness to . At least 90 days prior to termination of valid term, if both Parties won’t provide the other party prior written notice for termination, the Agreement will automatically be extended.

如果乙方连续6个月在甲方货站内没有进出港业务，本合同自动失效；乙方必须到甲方重新申请并签订协议才能重新开展业务。

If Party B doesn’t have import/export goods in succession for six months, this agreement will be invalid automatically. Party B must come to Party A to re-apply and resign the agreement to reopen its business.

**七．生效**

**ARTICLE 7 Effectiveness**

本协议由双方的法定代表人或委托代理人签字、单位盖章，自\_\_\_\_\_年 月 日起生效。

This agreement is effective from \_\_\_ after Legal Representatives or Authorized Representatives from two parties sign and units seal this agreement.

**八**．协议未尽事宜由双方协商，妥善解决。本合同正本采用中英文两种文字混合，一式2份，双方各执1份，各份具有同等效力。两种文字如有不符，以中文文本为准。

**ARTICLE 8**

Any matters not stipulated in the Agreement shall be settled after negotiation between Party A and Party B. This Agreement is executed in 2 (two) originals (mixture of English and Chinese), 1 (one) for each Party with equal legal effect. Chinese version will prevail if any conflicts existing between two language contents.

签署页，以下无正文

**甲方（Party A）：**

上海浦东国际机场货运站有限公司

Shanghai Pudong International Airport Cargo Terminal Co., Ltd.

签字（signature）：

盖章（seal）：

上海浦东国际机场西区公共货运站有限公司

Shanghai Pudong International Airport West Area Public Cargo Terminal Co. Ltd.

签字（signature）：

盖章（seal）：

**乙方（Party B）：**

【乙方公司名】

签字（signature）：

盖章（seal）：

签约地（signed at）：

签约日期（dated）：

附件1：代理公司提供的信息

Attachment 1: Agent information

附件1：

Attachment 1

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 代理公司名称  Agent name | | |  | | | | | | | |
| 注册资金  Registered funds | | |  | | | | | 法人代表  Legal person | |  |
| 统一社会信用代码  United social credit code | | |  | | | | | 有效期至  Valid until | |  |
| 注册日期  Date | |  |
| 海关监管场所批复号  Customs bonded warehouse certificate No. | | | | | | | |  | | |
| 注册地址  Address registered | | |  | | | | | | | |
| 市区办公地址  Downtown office | | |  | | | | | | | |
| 总经理  General manager | | |  | | | 手机号码  Cell phone | | |  | |
| 电话 TEL |  | | | 传真 FAX |  | | 邮箱Email | |  | |
| 机场办公地址  Airport office | |  | | | | | | | | |
| 机场仓库地址 Airport w/h | |  | | | | | | | | |
| 出港经理  Export manager | |  | | | | 手机号码  Cell phone | | |  | |
| 电话 TEL |  | | | 传真 FAX |  | | 邮箱Email | |  | |
| 进港经理  Import manager | |  | | | | 手机号码  Cell phone | | |  | |
| 电话 TEL |  | | | 传真 FAX |  | | 邮箱Email | |  | |
| 备注  Remark |  | | | | | | | | | |

本公司承诺对提供信息的真实性承担完全责任，并愿意主动于每年一月份向PACTL（和/或PACTL WEST）更新以上信息。

We promise that we will take responsibility for the troth of our company information provided above and submit update information to PACTL(and/or PACTL WEST) in January of each year.

盖章

Stamp