

## “E-FULFILL HK” Service Agreement

WeBuy Global Hong Kong Ltd. (“WeBuy”) provides its customer (“Customer”) with the cargo storage and/or logistics services (“Services”) called “E-FULFILL HK” under this Agreement. Customer accepts the aforesaid services provided by WeBuy by accepting and signing the online version of service quotation or using WeBuy’s services (<http://www.e-fulfill.hk>). Customer hereby confirms that Customer has fully understood and has accepted the following terms and conditions under this Agreement (made between WeBuy and the Customer) irrevocably and unconditionally:

1. All transactions of WeBuy including those under this “E-FULFILL HK” Service Agreement are subject to WeBuy’s Standard Trading Conditions.
2. Services provided by WeBuy to Customer include storage and/or cargo receiving and/or pick and pack and/or local trucking and/or customs declaration and/or courier booking services and/or labeling and/or simple repacking.
3. WeBuy acts as agent for Customer to place booking with a courier company for Customer’s courier shipment. No carriage contract will be issued by WeBuy to Customer. The courier company will issue its carriage contract (e.g. consignment note, air waybill) to the Customer, and hence the carriage contract for the courier shipment is made between the courier company (as the Carrier) on the one hand, and the Customer (as the Shipper) and the receiver (as the Consignee) designated by the Customer on the other hand.
4. WeBuy only has contract with Customer under this Agreement. WeBuy does not have any contract with the receiver.
5. Customer shall pay the Service charge(s) to WeBuy in advance on the first day of commencing date of this Agreement. No Service charge will be returned to Customer once it is paid.
6. Customer shall at all times remain the exclusive owner of all goods or objects stored. WeBuy shall perform the services in accordance with specific instructions via E-FULFILL HK from Customer.
7. Customer shall not deliver to WeBuy any cargo which contains articles of an explosive, flammable, corrosive, noxious or dangerous nature, which may cause damage or detriment to the warehouse or to other goods, or which are classified as dangerous or hazardous goods by, or otherwise in contravention of any laws or regulations of Hong Kong.
8. Customer shall indemnify and keep WeBuy fully indemnified against any and all claims, fines, penalties or damages (including legal costs of defending any claims ) suffered or incurred by WeBuy owing to Customer’s breach of any terms of this Agreement.
9. Customer shall ensure the cargo delivered to WeBuy’s warehouse are in proper packing and good condition. Customer shall be solely responsible for the all quantities of cargo within sealed carton and be liable for any deficiency or shortfall.

10. WeBuy shall not be liable for any damage to cargoes caused by moisture (including but not limited to mould, rust, oxidation and discoloration) since it is inherent to the nature of the goods, and it is not caused by negligence or mistake of WeBuy.

11. Any customs duties, taxes (including but not limited to VAT if applicable), penalties, storage charges or other expenses incurred as a result of the actions of customs or other governmental authorities or Customer's failure and/or the receiver's failure to provide proper delivery information, contact details, documentation and/or to obtain the required license or permit will be paid by Customer or the receiver of the courier shipment.

12. In the event that Customer requests WeBuy to charge any charges from the receiver and the receiver refuses to pay the charges, Customer has the obligation to pay those charges to WeBuy together with any additional costs e.g. administration costs incurred by WeBuy.

13. Courier company (but not WeBuy) should also be responsible for doing the customs clearance formalities for Customer's courier shipment. WeBuy is not liable for any delays, losses or damage caused by interference from customs officers or other governmental authorities in relation to the customs clearance formalities.

14. Customer shall defend, indemnify and hold WeBuy harmless from and against all failure of services, such as damage, loss, late or wrong delivery, etc, provided by any 3rd party, includes but not limited to carriers, freight forwarders, truckers, couriers and post offices.

15. If Customer fails to settle any outstanding payment within 30 days, or conduct a breach of any clause in this Agreement, WeBuy can terminate this Agreement with Customer in accordance with Clause 18 of its Standard Trading Conditions. A written notice of Service termination shall be provided to the Customer by WeBuy.

16. With the occurrence of the below condition(s), Customer can terminate the Service with a written notice of Service termination.

a. WeBuy commits a material breach of this Agreement, which cannot be remedied by WeBuy within 30 days after a written notice given by the Customer to WeBuy;

b. WeBuy commences liquidation whether compulsorily or voluntarily than for the purpose of amalgamation or reconstruction, or has receiver appointed over all or any part of;

c. The organization, control or management of WeBuy is changed in such a manner or in such respects as to render it impossible or impractical to continue this Agreement.

17. If this Agreement is terminated, Customer shall at its own costs and expense take delivery of all its stocks and properties stored in WeBuy's premises within 14 days of the date of the written notice issued by WeBuy. If Customer fails to take delivery of its stocks and properties pursuant to the above clause, WeBuy shall be entitled to impose storage charge against the Customer on daily or monthly basis and shall have the right, at its option without consultation with the Customer, to dispose of such stocks and properties at WeBuy's absolute discretion, including but not limited to the sales of the same to cover the storage charge.

18. Customer needs to settle all outstanding payment within 7 days of the date of the written notice. Otherwise, Customer has to pay a 7% interest per month of the outstanding payment amount to WeBuy.

19. WeBuy shall be entitled to exercise lien over the stocks and properties stored in WeBuy's premises until Customer's settlement of all outstanding payments to WeBuy.

20. WeBuy shall have the right to exercise lien, and further sell or dispose of Customer's stocks and properties. The sale proceeds will be used to settle all outstanding payments including all costs and expenses for such sales or auction.

21. For WeBuy's, its employees', agents' or subcontractors' negligent act, mistake or omission to act causing cargo loss or damage or misdirection or wrong delivery to Customer, WeBuy will be held liable to Customer in accordance with WeBuy's Standard Trading Conditions.

22. If at any time one or more of the clauses of this Agreement becomes invalid or illegal, the validity or legality of the remaining clauses shall not in any way be affected.

23. Customer must purchase enough storage space according to the storage volume. If your account exceeds the purchased storage space, you must purchase an additional storage space before 12:00 noon on the next day, otherwise E-FULFILL HK will directly deduct the daily overload surcharge from your account. HK\$50 per CBM per Day. If there is insufficient balance in your account, your service in E-FULFILL HK will be suspended or terminated. E-FULFILL HK will not be liable for any loss or damage arising from or related to this situation.

24. The duration of this Agreement (the "Term") shall be specified in writing on conclusion of this Agreement, beginning on the date of conclusion. It is automatically renewed for an equal Term, unless either party provides a written notice of termination minimum 30 days before the end of the Term to the other party.

25. All transactions of WeBuy including those under this Agreement are subject to [WeBuy's Trading Conditions](#), a copy of which is attached to form part of this Agreement.