# **CONSIGNMENT INSTRUCTION**

- 1. Consignment Instruction
- 2. General Terms and Condition





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# CONSIGNMENT INSTRUCTION

**Shipper** Client's name on passport

Client's origin address

C/O Origin Agent's Company Name

Consignee Client's name on passport

Client's destination address

C/O HIGH RELOCATION WORLDWIDE, INC.

**Notify Party** HIGH RELOCATION (HIGH RELO&LOGIS)

WORLDWIDE, INC.

4th FL, Doowon Bldg., 40, Hangang-daero 52-gil, Yongsan-gu, Seoul, 04382, Republic of Korea Tel: +82-2-795-2604 / Fax: +82-2-795-2807

Attn.: Import department manager

**Special Note** \*If client does not have destination address yet,

> please put client's temporary address in Korea or our office address as above, and add C/O HIGH

RELOCATION WORLDWIDE, INC.

\*If consignee is under SOFA status, consignee's APO (Army Post Office) address should be inserted into

Consignee's information.

## **Description of Goods**

- FCL: 1 X ##' STC ### PCS OF USED HOUSEHOLD GOODS AND PERSONAL **EFFECTS**
- LCL: ## LIFTVAN(S) STC ## PCS OF USED HOUSEHOLD GOODS AND PERSONAL EFFECTS
- AIR: USED HOUSEHOLD GOODS AND PERSONAL EFFECTS
- **DIPLOMATIC SHIPMENT:** ### PCS OF USED HOUSEHOLD GOODS AND PERSONAL EFFECS (DIPLOMATIC SHIPMENT)
- **VEHICLE:** USED VEHICLE (BRAND, MODEL, YEAR) VIN#: #################





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4th Floor, Doowon Bldg., #51-1, Hangangro2-ga, Yongsan-gu, Seoul, 140-872, Korea

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# **GENERAL TERMS AND CONDITIONS**

#### INTERPRETATION

1. In this Terms and Conditions

"The Company" means: High Relocation Worldwide Inc.

"Customer" or "Consignor" means : The person who requests the company to contract or perform any service or operation and includes the owner

"Person" includes : A firm, company, or other.

"Conveyance" includes: Trucks, van, trailer, train, ship, barge, lighter, aircraft, auto and "Convey" means convey or conveyance and includes dispatch by post.

"Expenses" include: The Company's charges and disbursements, freight charges, warehouse rent, cost of insurance (if any) an any duties, customs, fees or charges, fines, penalties, etc., payable under or by the laws of any country through which the goods go or pass.

#### POSITION OF COMPANY

- 2. The company is a forwarding agent and not a common carrier and does not accept any liability of a common carrier
- 3. No agents or persons employed by the Company other than those expressly authorized in writing by the Company for that purpose shall have any authority to alter, vary or qualify in any way, any of these conditions
- 4. A customer will be presumed unless the contrary is made known to the Company at the time, to be the owner of or otherwise fully authorized to deal with the goods and in any event shall indemnify the Company against all claims arising from the goods paramount to that of the customer.

#### COMPANY RIGHTS AND POWERS

- 5. (a) The Company for any part or parts of the transportation of the goods may use or arrange for the use of any conveyance or conveyances, and for such purposes may employ as a sub contractors or agents any conveyance owner on such conveyance owner's usual terms or as may be agreed between the Company and such conveyance owner, but entirely without prejudice to the rights, powers, and immunities which the Company enjoys under these conditions. In employing any conveyance owner the Company shall act and shall be deemed to act as agent for the
- (b) The Company may convey or arrange to convey the goods by any route or routes (whether usual or not), and has sole discretion in the selection of the vessel or vessels used.
- (c) The goods may be conveyed or their conveyance arranged for separately, and, if and when the Company in their discretion think fit, as part of a larger package or consignment
- (d) The Company may at any time require proof of the nature, condition, quantity, weight, or value of the goods or any of them, not withstanding any prior declaration by the customer.

### **OBLIGATIONS AND LIABILITIES**

- 6. The Consignor shall be liable to the Company for all expenses except and in so far as the same are prepaid without prejudice to any of the Company's rights against the Consignee or any other person.
- 7. The Consignor shall indemnify the Company against all claims for injury to any property or persons caused by any or as a result of any articles within the shipment
- 8. All expenses shall be prepaid prior to delivery of the shipment. The Company has the right to hold all goods pending processing of payment of all expenses. Any additional expenses incurred as a result of delay in payment will be for the account of the Consignor. The company may at any time require an account of their expenses
- 9. If the goods be stopped or rerouted in transit, refused, or delivery not taken, the cost of any additional carriage, conveyance, storage and any other consequential service will be charged to and payable by the Consignor.
- 10. General Average shall be payable by the Consignor according to the terms of the bill of lading issued by the owner or operator of the vessel transporting the goods.

## COMPANY IMMUNITY AND LIABILITIES

11. The Company shall not be liable whatever for any damage, loss, delay in delivery, miss delivery, or detention (how, when and where caused or arising and whether caused or arising during or in course of deviation from route) to or of goods unless caused by will full neglect or default while the goods are in the actual custody of the Company and for no other neglect or default or other matter or thing whatsoever or howsoever arising. The Company shall not be under any responsibility for any such damage or loss etc. as it last mentioned to any goods beyond the limit specified in condition 15. The Company shall not

be liable for any act of jettisoning, abandoning, unloading, destroying or otherwise dealing with the goods or any or them which act in the opinion of the Company in necessary or advice for the safety for the security of any person or property

- 12. The Company is not liable or responsible in any capacity or manner whatever for any loss or damage to the goods whilst the goods are in transit, possession, control or custody of the steamship companies, railways, airlines, van lines, or other carrier or when any loss or damage to the goods is due to any Act of God, War, civil or labor disturbances, mutiny, seizure, detention, forfeiture by governments, states, rulers, princes, ports, authorities or other body, from an act, omission or order of the shipper, from insects, moth, vermin, and ordinary wear and tear from defect for inheritance of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein
- 13. The Company's liability begins from the time of receipt of the goods in contracted condition and terminates at the time of delivery to other carriers or the consignee.
- 14. The Company shall be discharged from liability or obligation absolutely upon the delivery of goods to the Consignees or their agents.
- 15. In the event that the Company shall be found liable for any loss or damage to the goods, it is hereby agreed the limit of liability of the Company shall not in any case exceed a maximum of US\$0.60 per 100 kilograms of the gross weight of each shipping package or loose article not enclosed in a shipping package.

#### **CLAIMS**

16. Notwithstanding and without prejudice to conditions 11, 12, 13, 14, and 15 it is a condition precedent of the Company's liability hereunder that any claim must be notified in writing to the Company at its business address in such detail as the Company may reasonably require that such notification must in the case of claims relating to goods alleged to be damaged be made with seven days after delivery, or in the case of claims relating to loss or nondelivery be made within thirty days after the due date of delivery.

#### **RATES**

17. Rates quoted are for the conveyance to all parts of the world of goods consisting of ordinary merchandise. Consignors are responsible for payment of any increase in rates, freights, premiums or other charges which may be imposed after the acceptance of quotation, for lightage, wharfage, demurrage, customs duties, local taxes, and other government charges additional to the rates for carriage unless otherwise stated

## COMPANY'S LIEN

18. All goods received for transportation by the company or its agents shall be held by them subject to a general lien and right of detention for money due to the company whether in respect of the forwarding, or those or other goods or for other charges or costs payable by the owner of the goods, and if the general lien is not satisfied within 3 months from the day when expenses become payable, the goods will be sold by auction or otherwise and the proceeds of sales applied to the satisfaction of the lien and expenses.

## INSURANCE

19. No insurance of the goods, for any risk, shall be effected by the company without prior written instruction and additional payment for the premium and other charges.

## MISCELLANEOUS

20. These Terms and Conditions and the offer and/or contract of which they are part shall be governed and construed in accordance with the laws of Korea. The parties agree that the courts of Korea shall have exclusive jurisdiction over all matters arising out of or relating to these terms and conditions and the offer and/or contract of which they are part. The Customer hereby agrees to accept and submit to the jurisdiction of the Korea courts and venue therein. waives irrevocably any claim that Korea is not a convenient forum as to any action arising out of or related to this contract or the parties' actions pursuant or in any way related hereto. The parties further agree that if either party commences any action subject to this clause in any forum other than Korea, that party shall pay all attorneys' fees and costs incurred by the other in seeking to stay or transfer the action to a Korea forum or in seeking to dismiss or

Nothing in this document or elsewhere shall be deemed to be a waiver or surrender by High Relocation WW, Inc. of their rights, immunities, exemption of liability or responsibility provided by statute or otherwise, presently or in the future.

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