

# BILL OF LADING

SHIPPED in apparent good order and condition, unless otherwise stated herein on board the feeder, vessel or other means of (rail or truck) if place of receipt is named on reverse side of Bill of Lading the goods or packages or containers said to contain goods, hereinafter called "the Goods", specified herein for carriage from the port of loading named herein or place of receipt if mentioned herein, on a voyage as described and agreed by this Bill of Lading and discharge at the port of discharge named herein of delivery at the place of delivery if mentioned herein or to his or their assigns where the Carrier's responsibilities shall in all cases and all circumstances whatsoever finally cease.

Full freight hereunder shall be due and payable by the Merchant in cash without deduction on receipt of the Goods or part thereof by the Carrier for shipment and shall be deemed to have been fully earned upon such receipt of goods. All charge due hereunder together with freight shall be due from and payable by Merchant, Shipper, Consignee, owner of the Goods or Holder of this Bill of Lading (all of whom shall be jointly and severally liable to the Carrier therefor) on demand at such port or place as the Carrier may require, vessel or other means of transportation or cargo lost or not lost from any cause whatsoever.

The freight stated herein to be paid or payable has been calculated and on the particulars of the Goods furnished by the Merchant to the Carrier. The Carrier shall be entitled at any time to re-classify, reweigh, re-measure, or revalue any goods, and freight shall be paid on the proper classification or the excess weight or measurement or value (if any) as the case may be so ascertained. The expenses of, or incidental to re-classifying or re-weighing or re-measuring or re-valuing shall be borne by the Carrier if the classification or weight or measurement or value as furnished by the Shipper is found to be correct, but otherwise such expenses shall be considered as freight and shall be borne and paid by the Merchant. The Merchant shall, required by the Carrier to do so, furnish forthwith on demand to the Carrier, the invoice or true copy thereof relating to the Goods. Agents signing this Bill of Lading on behalf of the Company or Line by whom this Bill of Lading is issued have only the limited authority at common law of a vessel's master signing a Bill of Lading.

## THE TERMS OF THIS BILL OF LADING OF THIS SIDE AND ON THE REVERSE SIDE HEREOF ARE HEREBY MUTUALLY AGREED UPON AS FOLLOWS:

The Bill of Lading shall have effect subject to the provisions of the "Carriage of Goods by Sea Act 1936" ("COGSA") of the United States of America in respect of carriage of goods from ports in the United States. Otherwise the Bill of Lading shall have effect subject to the provisions of the Hague Rules contained in the International Convention for Unification of Certain Rules relating to Non Negotiable Bill of Lading, dated Brussels, August 25, 1924. As enacted in the country of shipment, or the said Hague Rules as amended by Protocol signed at Brussels on the 23rd of February, 1968 (the Hague Visby Rules), or if no such enactment is compulsorily applicable, the provisions of said convention in its unamended form shall apply. If any provision of this of Lading be invalid under COGSA or any other law that is compulsorily applicable, such provision shall, to the extent of such invalidity, but no further, be null and void.

### 1. DEFINITIONS

"Carrier" means "KESCO LOGISTICS INC."  
"Goods" means the cargo accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.  
"Container" includes any Container (including an open top Container) flat, platform, trailer, transportable tank, pallet or any other device used for the transportation of Goods.  
"Merchant" includes the Consignor, Shipper, Holder, Consignee, the receiver of the Goods, any person including any Corporation, Company or other legal entity owning, or entitled to possession of the Goods or this Bill of Lading and anyone acting on behalf of any such party.  
"Package" means the largest individual unit of partially or completely covered or contained cargo made by or for the Shipper or the agent of the shipper which is tendered to the Carrier, including palletized units and each container loaded and sealed by the Shipper or on its behalf, notwithstanding that the Shipper may have furnished a description of the contents of such unit or container on this Bill of Lading.  
"Holder" means any person for time being in possession of this Bill of Lading to whom the property in the Goods has passed on or by reason of the consignment of the Goods the endorsement of this Bill of Lading or otherwise.  
"The Internal Law of a State" shall be deemed to exclude all principles of private international law applied by such State.

### 2. CARRIER'S TARIFF

The Terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of the Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

### 3. SUB-CONTRACTING

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

(2) The Merchant undertakes that no claim or allegation shall be made against any servant, agent, stevedore or sub-contractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with the Goods, and, if any such claim at allegation should nevertheless be made to indemnify the Carrier against all consequences thereof, without prejudice to the foregoing, every such servant, agent, stevedore and sub-contractor shall have the benefit of all provisions herein benefitting the Carrier as if such provisions were expressly for their benefit, and all limitations of and exoneration from liability provided to the Carrier by law and by the terms hereof shall be available to them, and, in entering into this contract the Carrier, to the extent of those provisions, does so not only on its own behalf, but also as agent and trustee for such servants, agents, stevedores and sub-contractors.

(3) The expression "sub-contractor" in this clause shall include direct and indirect sub-contractors and their respective servants and agents.

### 4. CARRIER'S RESPONSIBILITY

The Carrier undertakes responsibility from the place of receipt if named herein or from the port of loading to the port of discharge or the place of delivery if named herein as follows:

Where loss or damage has occurred between the time of receipt of the Goods by the Carrier at the port of loading and the time of delivery by the Carrier at the port of discharge, or during any prior or subsequent period of carriage by water, or where cannot be established where the loss or damage occurred, the liability of the Carrier shall be determined in accordance with the provisions of the International Convention for the Unification of Certain Rules relating to Bill of Lading dated Brussels the 25th August, 1924, or where compulsorily applicable the Carriage of Goods by Sea Act of the United States 1936 or of like Statutes of other countries including any national law giving effect to the Hague Visby Rules, as such may be amended, except to the extent that any of the foregoing shall be in conflict with the provisions in this Bill of Lading, in which case the provisions of this Bill of Lading shall apply.

If it can be proved that the loss or damage occurred while the Goods were in the custody of an inland carrier the liability of the Carrier and the limitation thereof shall be determined in accordance with the inland carriers contracts of carriage and tariffs, or in the absence of such contracts or tariffs, in accordance with the internal law of the state where the loss or damage occurred.

In no event shall the liability of the Carrier be limited to the amount payable under Clause 5.

The Carrier shall be entitled to the full benefit and right to all limitations or exemptions from liability authorized by any provision of Title 46, U.S. Code of the United States, or any other provisions limiting liability, and amendments thereto, and of any other provisions of the laws of the United States or of any other country whose laws shall apply.

Nothing in this Bill of Lading, expressed or implied shall be deemed to waive or operate to deprive the Carrier of or lessen the benefits of any such rights immunities, limitations or exemptions.

### 5. COMPENSATION FOR LOSS AND DAMAGE:

(1) Unless otherwise mandated by compulsorily applicable law, Carrier's liability for compensation for loss of or damage to goods shall in no case exceed the amount of US \$500 per package or per customary freight unit, unless Merchant, with the consent of Carrier, has declared a higher value for the goods in the space provided on the front of this Bill of Lading and paid extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. Where a container is stuffed by Shipper or on its behalf, and the container is sealed when received by Carrier for shipment, Carrier's liability will be limited to US \$500 with respect to the contents of each such container, except when the Shipper declares the value on the face hereof and pays additional charges on such declared value as stated in Carrier's tariff. The freight charged on sealed containers is not higher than the freight payable by the Carrier for the Goods as described in this Bill of Lading. If the loss or damage is not apparent, then notice must be given within three days of the delivery. In any event, the Carrier shall be discharged from any liability unless suit is brought within one year after delivery of the Goods or the date when the Goods should have been delivered. Any action hereunder shall be commenced in the courts of Hong Kong to which jurisdiction the Merchant consents.

(2) In any case where Carrier's liability for compensation may exceed the amounts set forth in clause 5.1 above, compensation shall be calculated by reference to the value of the goods, according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract. Carrier shall have the option of replacing lost goods or repairing damaged goods.

(3) If the value of the goods is less than US \$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

### 6. GENERAL

(1) The Carrier does not undertake that the Goods shall arrive at the port of discharge or the place of delivery at any particular time, or to meet any particular market or use, and save as is provided in clause 4 the Carrier shall in no circumstances be liable for any direct, indirect or consequential loss or damage caused by delay, if the Carrier shall be liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the limitation in paragraph 5(1) or the actual freight paid, whichever is less.

(2) Save as is otherwise provided herein the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.

(3) The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant whether before or after the transportation of delivery to the Merchant.

(4) The Merchant shall prepare the goods to withstand the rigors of transportation, including packing and preparing the goods to withstand normal moisture, changes of temperature, and exposure to the elements, for which the Carrier shall have no liability, except if the Merchant shall prove that specific acts of the Carrier were solely responsible for any damage incurred.

### 7. NOTICE OF LOSS, TIME BAR JURISDICTION

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agents at the port of discharge or the place of delivery as the case may be before or at the time of removal of the Goods into the custody of the Merchant such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading. If the loss or damage is not apparent, then notice must be given within three days of the delivery. In any event, the Carrier shall be discharged from any liability unless suit is brought within one year after delivery of the Goods or the date when the Goods should have been delivered. Any action hereunder shall be commenced in the courts of Hong Kong to which jurisdiction the Merchant consents.

### 8. DEFENCES AND LIMITS FOR THE CARRIER

The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss of or damage to the Goods whether the action be founded in contract or in tort. \*

### 9. SHIPPER-PACKED CONTAINERS

(1) If a Container has not been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense incurred by the Carrier if such injury, loss, damage, liability or expense has been caused by:

(a) the manner in which the Container has been filled, packed, stuffed or loaded; or  
(b) the unsuitability or any hazard to other goods of the contents for Carriage in Containers; or  
(c) the unsuitability or defective condition of the Container which would have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container was filled, packed, stuffed or loaded.

(2) If a Container which has not been filled, packed, stuffed or loaded by the Carrier is delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents in the Container.

(3) The Shipper shall inspect Containers before stuffing them and the use of the Containers shall be prima facie evidence of their being sound and suitable for use.

### 10. INSPECTION OF GOODS

The Carrier shall be entitled, but under no obligation, to open any Package or Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expenses or taking any measures in relation to such Container or its contents or any part thereof, the Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the carriage or to store the same ashore or afloat under cover or in the open, at any place, which storage shall be deemed constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

### 11. DESCRIPTION OF GOODS

No representation is made by the Carrier as to the weight, contents, measure, quantity, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

### 12. SHIPPER'S RESPONSIBILITY

(1) The Shipper warrants to the Carrier that the particulars relating to the Goods as set out overall have been checked by the Shipper on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Shipper are correct.

(2) The Shipper shall indemnify the Carrier against all loss, damage or expenses arising or resulting from inaccuracies or inadequacy of such particulars.

### 13. FREIGHT AND CHARGES

(1) The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight charges in the applicable Tariff.  
(2) The freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. The Carrier may at any time open any Container or other Package or Unit in order to re-weigh, re-measure, re-classify or re-value the contents, and if the particulars furnished by or on behalf of the Shipper are incorrect, it is that a sum equal to the difference between the correct freight and the freight charged shall be payable by the Merchant to the Carrier.  
(3) In the event the goods are released to the consignee or other party without payment of any or all of the charges due on the shipment, the Carrier shall recover, in addition any collection or legal expense reasonably required to collect such charges.

### 14. LIEN

(1) The Carrier shall have a lien on the Goods and any documents relating thereto, and any other property of the Merchant in the possession of the Carrier, for all sums payable to the Carrier under this contract and/or any other contract and for general average contributions to whomsoever due and for the cost of recovering the same, and for that purpose shall have the right to sell the Goods by Public Auction or private treaty without notice to the Merchant. If on sale of the Goods, the proceeds fall to cover the amount due and any costs incurred, the Carrier shall be entitled to recover any deficit from the Merchant.

(2) If the Goods are unclaimed during a reasonable time or whenever in the Carrier's opinion the Goods will become deteriorated, decayed, or reduced in value, the Carrier may, at his sole discretion and subject to his lien and without any responsibility attaching to him, sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant.

### 15. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

(1) Goods may be stowed by the Carrier in Containers or similar articles of transport used to consolidate Goods.  
(2) Goods stowed in Containers whether by the Carrier or by the Merchant, may be carried on deck or under deck without notice to the Merchant unless on the face hereof it is specifically stipulated that the Containers will be carried under deck, and if carried on deck, the Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement of such deck carriage. Such Goods (other than livestock) whether carried on deck or under deck and whether or not stated to be carried on deck shall participate in general average and shall be deemed to be within the definition of Goods for the purpose of the Hague Rules or similar provisions of any other Act which may be applicable.  
(3) Goods (not being goods stowed in Container other than flats or pallets) which are stated herein to be carried on deck and livestock, whether on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.

### 16. METHODS AND ROUTES OF TRANSPORTATION

(1) The Carrier may at any time and without notice to the Merchant:  
(a) use any means of transport or storage whatsoever;  
(b) transfer the Goods from one conveyance to another including trans-shipment or carrying the same on another vessel than the vessel named overleaf or on any other means of transport whatsoever and even though transshipment or forwarding of the Goods may not have been contemplated or provided for hereon;  
(c) sail without pilots, proceed via any route, proceed to, return to and stay at any port or place whatsoever (including the port of loading herein provided) in any order in or out of the route or in a contrary direction to or beyond the port of discharge once or often for bunkering or loading or discharging cargo or embarking or disembarking any persons) whether in connection with the present, a prior or subsequent voyage, or for any other purpose, and the responsibility of the Carrier for the Goods at the port of discharge or the port of delivery herein provided and with liberties as aforesaid leave and then return to and discharge the Goods at such port, tow or be towed, make trial trips, adjust compasses, or repair or dry-dock, with or without cargo on board.  
(d) load and unload the Goods at any port or place (whether or not any such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at any such port or place.  
(e) comply with any orders or recommendations given by any government or authority or any person or body or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions.  
(f) If any action is done or not done in accordance with sub-clause (1) or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

### 17. MATTERS AFFECTING PERFORMANCE

(1) If at any time the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind which cannot be abated by the exercise of reasonable measures, the Carrier (whether or not the transport has commenced) may without notice to the Merchant treat the performance of this contract as terminated and place the Goods or any part of them at the Merchant's disposal at any port or place whatsoever which the Carrier or Master may consider safe and advisable in the circumstances and the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full freight and charges on Goods received for transportation, and the Merchant shall pay any additional costs of carriage to and delivery and storage at such port or place.

(2) The circumstances referred to in sub-clause (1) above shall include, but shall not be limited to, those caused by the existence or apprehension of declared or undeclared hostilities, warlike or belligerent acts of operations, riots, civil commotions or other disturbances, closure of, obstacles in or danger to any canal; blockade of port or place or interdiction or prohibition of or restriction on commerce or trading; quarantine, sanitary or other similar regulations or restrictions; strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of the Carrier or his sub-contractors; congestion of port, wharf, sea terminal or any other place, shortage absence or obstacles of labor or facilities for loading, discharge, delivery or other handling of the Goods, epidemics or disease, bad weather, shallow water, ice, landside or other obstacle in navigation or haulage.

### 18. REFRIGERATED CARGO

The Merchant undertakes not to tender for transportation any Goods which require refrigeration without previously giving written notice of their nature and particular temperature range to be maintained and in case of a refrigerated Container packed by or on behalf of the Merchant further undertakes that Goods have been properly stowed in the Container and that its thermostatic controls have been adequately set by him before receipt of the Goods by the Carrier.

(2) The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, stoppage of the refrigerating machinery, plant, insulation and/or any apparatus of the Container, vessel, conveyance and any other facilities whatsoever, provided that the Carrier shall before or at the beginning of the transport exercise reasonable care to maintain the refrigerated Container in an efficient state.

### 19. DANGEROUS GOODS

(1) The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radioactive or damaging nature and to give written notice of their nature to the Carrier and marking the Goods and the Container or other covering on the outside as required by any laws or regulations which may be applicable during the carriage. The Carrier or the Master may however, in their absolute discretion reject any such cargo.

(2) If the requirements of sub-clause (1) are not complied with, the Goods may at any time or place be unloaded, destroyed or rendered harmless without compensation and the Merchant shall indemnify the Carrier against all loss, damage or expense arising out of the Goods being tendered for transportation or handled or carried by the Carrier.

Further the Carrier shall be under no liability to make any general average contribution in respect of such Goods.  
(3) If the Goods of a dangerous, inflammable, radioactive or damaging nature, which were tendered in compliance with sub-clause (1) shall become a danger to the vessel, cargo or any other property or person, such goods may in like manner be unloaded, destroyed or rendered harmless without compensation and the Merchant shall indemnify the Carrier against all loss, damage or expenses which the Carrier could not avoid by the exercise of reasonable care but incurred as a result of any such Goods.

### 20. REGULATIONS RELATING TO GOODS

The Merchant shall comply with all regulations or requirements or Customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and indemnify the Carrier in respect thereof.

### 21. NOTIFICATION AND DELIVERY

(1) Any mention in this Bill of Lading of the parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

(2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable tariff.

(3) If the Merchant fails to take delivery of the Goods or part of them in accordance with this Bill of Lading, the Carrier may without notice unstow the Goods or that part thereof and/or store the Goods or that part thereof afloat, in the open or under cover. Such storage shall constitute due delivery hereunder and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease, unless the Merchant's attention is drawn to any stipulations concerning free storage time and demurrage contained in the Carrier's applicable Tariff, which is incorporated in this Bill of Lading.

(4) The Carrier may in his absolute discretion receive the Goods as Full Container Load and delivered them as less than Full Container Load and/or as break bulk cargo and/or as split delivery of the Goods to more than one receiver. In such event the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which are found upon unpacking, of the Containers.

(5) The Carrier may in his absolute discretion receive the Goods as less than Full Container Load and deliver them as Full Container Load. In such event the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods which were not apparent at the time of such delivery, provided that he shall have exercised ordinary care in packing the Containers.

### 22. BOTH-TO-BLAZE COLLISION CLAUSE

If the carrying ship comes into collision with another ship as a result of negligence of the other ship and any act, neglect or default in the navigation or the management of the carrying ship, the Merchant undertakes to pay the Carrier, or where the Carrier is not the owner and in possession of the carrying ship, the owner of the carrying ship or the owner and/or demise charterer of the carrying ship, a sum sufficient to indemnify the Carrier and/or the owner and/or demise charterer of the carrying ship against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of damage to, or to any claim whatsoever of the Merchant, paid or pay-able by the other or non-carrying ship or her owners to the Merchant and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or her owners or demise charterer or the Carrier. The foregoing provisions shall apply where the owners, operators, or those in charge or in charge of ships or objects, other than, or in addition to the colliding ships or objects, are at fault in respect to a collision, contact, stranding or other accident.

### 23. NEW JASON CLAUSE

(1) In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible, by statute, contract or otherwise the Goods and the Merchant shall jointly and severally contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods.  
(2) If a salving ship is owned or operated by the Carrier, salving shall be paid for as fully as if the said salving ship belonged to strangers.

### 24. GENERAL AVERAGE

(1) General average shall be adjusted at any port or place in the opinion of the Carrier in accordance with the York Antwerp Rules 1974, or as such rules may be amended.

(2) Such deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charge thereon shall be paid to the Carrier by the Merchant to the Carrier before delivery.

If the Carrier delivers the Goods without obtaining security for general average contributions, the Merchant, by taking delivery of the Goods, undertakes personal responsibility to pay such contributions and to provide such cash deposit or other security for the estimated amount of such contribution as the Carrier shall reasonably require, and any collection or legal expense incurred by Carrier for collection of such.  
(3) The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

### 25. VARIATION OF THE CONTRACT ETC.

No servant or agent of the Carrier shall have power to waive or vary any terms of this Bill of Lading unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

### 26. LAW & JURISDICTION CLAUSE

These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of Hong Kong Administrative Region.