**Personal Stuff Transport Contract**

**私人物品运输代理协议**

**Agreement No. (**协议号)**：**

Party A 甲方（委托人）：

Party B乙方（被委托人）：上海子归货物运输代理有限公司SHANGHAI ZIKKO LOGISTICS CO., LTD.

**Port Of Loading** 起运港**：Shanghai**

**Port Of Discharge**目的港**：**

**This Contract is enacted according to "Contract Law of the People's Republic of China"，“Customs Law of the People's Republic of China” and on the principle of mutual reciprocity and equal negotiation . The Parties agree the following details for personal stuff transport:**

根据《中华人民共和国合同法》和《中华人民共和国海关法》及相关法律法规的规定，甲乙双方本着友好合作的原则，经充分协商，就乙方为甲方提供私人物品运输代理服务达成如下协议：

1. **Party B shall be responsible for providing Party A all the services as follows** 乙方接受甲方的委托，并根据甲方指示为甲方办理如下全部服务：
2. **Packing and loading the stuff from Party A’s home and domestic transportation;**  上门包装取货及国内运输；
3. **Making customs declaration;** 私人物品出口报关；
4. **Booking the space for the shipping of private stuff;** 私人物品海运订舱；
5. **Door to door delivery after the goods arrived. The address** 货物到达目的港后，乙方代理清关，并按甲方指定地址送货上门(运至室内),具体地址为: ；
6. **Other related business, such as insurance, fumigation;** 其他相关业务，如保险，熏蒸等；
7. **Party B shall inform Party A all the information of the required documents for customs purpose and return back to customer by express delivery in time;** 及时、正确地告之甲方报关及清关所需各类证件信息，并在使用结束后及时、安全地快递给甲方。
8. **Responsibilities and obligations**双方责任和义务：
9. **Party A shall ensure that all export goods conform to the national interest and the related rules and regulations;**

甲方保证出口的货物符合国家利益与相关法规规定；

1. **Party B shall assist Party A prepare all required documents for customs purpose;**

甲方应及时向乙方提供报关所需的证件及文件；

1. **Party B shall commit to provide services according to all the reasonable requirements from Party A(Except the factors that obstruct to finish the tasks caused by Party A or the third party);**

乙方承诺按照甲方的合理要求提供服务（甲方或第三方的原因妨碍乙方完成任务的情况除外）；

1. **Party B shall accomplish relevant operations at a set of time;**

乙方应在约定的时间内完成相应操作，为甲方提供优质服务；

1. **Party B shall be liable for all cost and damage caused to Party A due to failure of Party B;**

如运输过程出现货损，确定属乙方责任的，乙方按货物损害程度估价赔偿，

**Party B shall assist party A to claim for compensation from the insurance company if all the stuff is in the scope of the insurance;**

如属保险公司责任范围内的，乙方应协助甲方向保险公司索赔，

 **Party A shall bear the loss when neither of the two situations above is happened;**

如除上述两种以外的情况，则由甲方自行解决。

1. **Party B shall be responsible for all the certificates, especially for the original. All these certificates can only be used in the shipment and will be return back to Party A in time. Party B shall compensate for the loss of Party A if these certificates are lost.**

乙方对甲方各类证件（尤其是原件）负责，做到证件只能为甲方本次协议的货物运输使用，不做其他用途，并及时归还原件，如因丢失或挪作它用造成甲方损失，乙方负责赔偿。

1. **Charging standard and payment** 收费标准和付款方式：
2. **Charging standard: according to the attachment**

收费标准：以附件中费用明细为准

1. **Payment: 1.cash 2.telegraphic transfer 3.cheque**

付款方式： ①现金；②电汇；③支票；

**Party A shall pay 50% of the total fees once all this stuff is finished packing. The rest of the fees need to be paid before shipping. (For door to door service)**

在所有包装完成后甲方支付50%的费用，余款将在货物离开上海港前全部付清。（门到门客户适用）

1. **Force Majeure** 不可抗力：

**Neither party shall be liable for failure to perform any of its obligations under this agreement during any period in which performance is delivered by unforeseeable events beyond the control of the parties, such as acts of God, fire, flood, or other national disaster, war, riot, embargo, or the intervention of any government authority, provided that the party so delayed has notified the other party of such delay.**

由于甲乙任何一方无法预见、无法控制的不可抗力情况，包括但不限于地震、台风、洪水、火灾、战争、国际或国内的交通中断、政府行为、官方行为、实际承运人行为、瘟疫、罢工和任何其他不能预见、防止或控制的不可抗力导致的事件，所导致的货损、灭失或延迟履约，任何一方都不承担违约责任。

1. **Duration and termination** 生效与终止：
2. **The contract is in duplicate, with each party holds one. The contract becomes effective once it is signed and sealed.**

本协议一式两份，自双方签字及盖章之日起生效，

1. **Once either of the two parties runs counter to state laws and regulations and this agreement, the other one has the authority to terminate the agreement. And this party can also ask for the compensation.**

协议任何一方有违反国家法律、法规或本协议规定的行为，另一方有权单方终止协议，所造成的损失有权向对方提出赔偿。

**Ps: Party B need to provide all the shipping price lists for the door to door delivery.**

附：乙方提供门到门货物运输全部费用详单。

 甲方签章： 乙方签章：

 **PARTY A PARTY B**

 日期： 年 月 日

 **DATE**