

# Conditions of Trading

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## 1.0 Definitions

- “Carrier” means any carrier by land, sea or air including but not limited to any ship owners or operators, lighter men, road haulers, operators of canal or land or transport of any type, railways or aircraft or others (unless the context forbids) includes all servants, agents, representatives and sub-contractors of such carrier or carriers and the warehousemen and/or forwarding agents engaged by such carrier or carriers.
- The “Company” means SwiftRelo Ltd and (unless the context forbids) includes its, employees, agents, representative, contractors, sub-contractors and any persons carrying, handling, holding or storing the goods for it however under any contracts or subcontracts with it, including but not limited to any carriers, haulers, warehousemen and /or forwarders whether in Hong Kong or elsewhere.
- “Contract” means the contract upon the face hereof in respect of the goods, which is upon and subject to these Conditions.
- The “customer” means and includes (unless the context forbids) any or all persons or parties placing the orders or otherwise entering into the contract with the company, the shipper, consignee, sender, receiver and owner of any goods making use or otherwise taking benefits of any services of the company.
- “Destination service” means and includes services specified in the quotation and agreed to by the parties to be rendered by the companies contractors at the destination address.
- “FCL” means Full Container Load, which requires no consolidation prior to delivery to the carrier.
- “Goods” means the items to be packed, stored, transported under this contract as described to and referred to in the quotation and in the packing list either by SwiftRelo or the customer, and does not include liftvans or other containers to be used in transport.
- “LCL” means less than Container Load, and is delivered by SwiftRelo to the carrier, where the goods are consolidated with other customers of the carriers prior to shipment.
- “Local transaction” means any transaction involving the moving of goods from one location to another location in Hong Kong.
- “Overseas transaction” means any transaction involving the sending of goods abroad from Hong Kong.
- The “Quotation” means the quotation rendered by SwiftRelo to the client on rates to be charged applicable to services requested by the client based on information provided by the client prior to the quotation.
- Unless the context otherwise permits, in these conditions, plural shall include the singular and vice versa. Unless otherwise stated, these conditions apply to both local and overseas transactions.

## 2.0 Clients warranty

- The client entering into transactions of any kind with the company expressly warrants that:
  - He is the owner or the authorized agent of the owner of the goods to which the contract related
  - He is authorized to accept and is accepting these conditions not only for himself but also as agents for and on behalf of all other persons who are or may thereafter become interested in the goods
  - All the information given by the client to the company and/or relevant bodies in relation to this contract are full and accurate in all material respects and he undertakes to notify the company of any changes in circumstances which may affect the performance of this contract by the company.
  - The client expressly authorizes the company to enter contracts with carriers on his behalf for the performance of the destination services and authorizes the company to render quotations and bills to the client to be inclusive of disbursements and the companies charges.

## 3.0 The Company Obligations

In relation to all overseas transactions, the following provisions shall apply:-

- Subject to these Conditions, the Company’s obligations and duties in any overseas transactions shall be restricted solely to the following and the Company shall be conclusively deemed to have discharged properly and fully all its obligations and duties to the Customer upon the performance of the following:
  - The packing of the goods as requested by the Customer at the agreed time and place.
  - Taking the delivery of the goods at the agreed time and place in Hong Kong and sending the same to the carrier in Hong Kong engaged for the carriage of the goods from Hong Kong

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- (In the event if the goods are not immediately delivered to the carrier) the storage of the goods at the Customer's sole risk and expense at such place and in such manner as the Company shall in its absolute discretion deem fit from the time of taking the delivery from the Customer to the time of delivery of the same to the carrier.
- The making of arrangements with and payment of such carriers as the Company shall deem fit for the delivery of the goods to the destination stated in the Contract.
- The Company is only acting as a forwarding agent and not a carrier (whether common or private) and shall only forward goods subject to these Conditions and to the contracts, terms, conditions and regulations of the various carriers, persons, companies or authorities into whose position of goods may pass irrespective of whether or not the Customer has any notice (whether actual or constructive) of the same, provided always that if there is any conflict between any or all of them and these Conditions, these Conditions shall prevail.
- For the avoidance of doubt, in addition and without prejudice to any other provisions herein, the Customer agrees that:
  - Once the goods are delivered to and received by the carrier (or as the case maybe, if more than one carrier is involved) in Hong Kong engaged for the transportation for the goods the Company's responsibility and/or liabilities in relation to the goods and its delivery or carriage shall be absolutely and conclusively discharged
  - Any goods contracted to be forwarded by the Company shall be forwarded at the Customer's own risk.
  - The Company shall be liable and responsible
    - ❖ For the choice or the taking of any route of transportation of the goods, whether by the Company or by any carrier. Any advice by the Company to the Customer of the route is for reference only and is subject to change without prior notice and the Company shall not be liable or responsible howsoever (whether in contract or in tort) for any deviation departure and/or variation thereof; any or
    - ❖ For the loading, unloading, stowage (whether on or under deck), shipment, transshipment, re-shipment and/or storage of the goods howsoever and/or for any damage or loss causes to the goods thereby.
  - If it appears to the Company at any time that the goods or any part thereof cannot safely or properly be carried further, either at all or without the incurring of additional expense or the taking of any measures in relations to the goods or any part thereof, the Company may without any prior notice to the Customer, authorize the taking of any measures and or give any direction to the carrier and/or incur any reasonable additional expenses for the carriage or continuing the carriage of the goods, and/or abandon or store or cause to be abandoned or stored the goods at any place ashore or afloat, under cover or in the open and such abandonment or storage shall be deemed to constitute due and proper delivery under the contract. The Customer shall indemnify the Company against and reimburse to the Company on demand any expenses incurred pursuant to this conditions.
  - The goods maybe discharged at any place or port, including the port of loading for transshipment and maybe reshipped or forwarded by any manner of conveyance whatsoever by water, land or air or otherwise howsoever
  - The goods are subject to inspections by Customs and governmental authorities at the place of origin, destinations, places and ports of transshipment at any time whatsoever.
  - The Company does not undertake, warrant or represent that the goods shall arrive at the port of discharge or place of delivery at any particular time or will meet any particular market and the Company shall under no circumstances be liable or responsible for any loss or damage to the Customer, whether direct, indirect and/or consequential (whether for profits or otherwise) as a result or arising out of any early delivery, delay in delivery, misdelivery and/or non-delivery of the goods. Any advice by the Company to the Customer of the shipping date, arrival date, time of loading and/or any other time in relation to the delivery carriage and/or dispatch of the goods is an estimate and for reference only and is subject to change without prior notice and shall be the Customer's sole liability and responsibility to confirm and ascertain with the carrier concerned direct as to such times and make appropriate arrangement to take delivery.
- In relation to local transaction the following provision shall apply:-
- Subject to the Conditions the Company's obligations and duties in any local transaction shall be restricted solely to the following and the company shall be conclusively deemed to have discharge properly and fully all its obligations and duties to the Customer under the contract upon the performance of such of the following (as may be required):-
  - The packing of such of the goods as requested by the customer at the agreed time and place and:
  - Taking delivery of the goods at the agreed time place and carrying the same to the destination stated in the Contract
- In addition and without prejudice to any other provisions herein the Customer hereby agrees that if there are any unforeseen circumstances which in the opinion of the Company render the carrying of the goods more difficult or impracticable including but not limited to the suspension of lift service at the place of taking delivery or the destination stated in the Contract and/or the inaccessibility or unforeseen hindrance of access to either of such places or the unavailability or parking, or accident and/or variation of the place from which or to which the goods are to be move

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and/or the physical inability to move in any goods, the Company shall be entitled to suspend its performance of the Contract or any part thereof to such other times as the Company shall in its absolute discretion deem fit (without prior notice to the Customer) at the Customer's sole risk and expenses. Further in such event any additional cost therefore shall be borne by the Customer.

- The Customer Agreement. The Customer hereby acknowledges, undertakes and agrees the following:-
  - The Company will not handle accept or deal with any noxious, dangerous hazardous, inflammable or explosives goods, any goods likely in the absolute opinion of the Company to cause danger or damage or threat to any other party, animal, person, or property nor any goods which are illegal or unlawful (under the law of any country whatsoever) to possess (any such goods being hereinafter called "dangerous goods"). The customer by delivering any goods to the company or by making the goods available for the collection by the Company as the case may be (except under special arrangements previously made in writing and accepted by the Company) warrants and represents that the goods are not dangerous goods and are suitable for acceptance by the Company. The Customer shall be liable and responsible for all loss or damage caused by any of the dangerous goods and shall fully indemnify the Company against all penalties, claims, damages, costs, and expenses (including legal cost and expenses) whatsoever cause wholly or in part by such goods. Any dangerous goods upon being discovered may be destroyed or otherwise dealt with or disposed of at the sole and absolute discretion of the Company or any other party in whose possession the dangerous goods may be at the relevant time.
  - The Customer shall be solely liable and responsible for the accuracy of all and any information supplied to the Company including but not limited to any particulars of the goods, and the address and name of the recipient of the goods. Further the Customer hereby warrants and represents that all relevant information in relation to the goods has been supplied to the Company including but not limited to any nature and/or condition of the goods which may or will require special handling and care. The Company shall not be liable or responsible for any loss and damage to the goods as a result of any breach of this Condition and the Customer shall reimburse and indemnify the Company on demand against any damage, loss, claims, liabilities and/or additional expenses which the Company may suffer, sustain or incur as a result of any such breach. For the avoidance of doubt the Customer hereby expressly agrees that the Company shall not be under any duty to check or verify any information provided by the customer.
  - If any goods cannot be delivered because they are insufficiently or incorrectly addressed or marked or because they are not collected or accepted by the Customer or the Customer's designated recipient or if the destination stated in the Contract is not accessible for the delivery of the goods thereto, then such goods may be stored by the Company at the Customer's own risk and expense and if the goods remain undelivered or collected for whatsoever reason for a period of twenty one days or more, the company shall be entitled in its sole and absolute discretion without any prior notice to or consultation with the Customer either to sell such goods at the customer's own risk and expense or to return the goods at the Customer's own risk and expense. Any sale under this paragraph may be conducted by private treaty or by public auction. In such manner at such time and for such price as the Company shall in its sole and absolute discretion deem fit and whether with or without advertisement and the Company shall not be liable or responsible for any loss and/or damages to the Customer as a result thereof. All charges and expenses arising in connection with the storage, sale or return of the goods shall be paid by the Customer to the Company on demand. A communication from any agent or correspondent of the Company to the effect that the goods cannot be delivered or are uncollected for any reason shall be conclusive and final evidence of that fact.
- The Customer shall be solely liable and responsible for any customs or other declaration relating to the goods and the company shall not be liable or responsible (whether in tort or in contract) to advise on or check the same and for any loss or damage arising from or as a result of any error or omission thereof.
- If the Customer declares the goods as household goods and/or personal effects the Customer shall be deemed to warrant and represent by so doing that the goods are of no commercial value, are not for sale at the destination and only for the exclusive personal use of the customer.
- The Customer shall make all necessary arrangements (a) for the goods to be available and ready for packing and taking delivery by the company at the agreed time, and (b) for the goods to be received upon arrival at the destination stated in the Contract and the Customer shall be liable and responsible for and shall indemnify the Company against all loss damages and/or additional expenses incurred by the Company due to any delay or failure of the Customer in so doing.
- The Company shall not be liable or responsible for the packing of the goods nor shall the Company have any duty to check or advise on the packing if any of the goods are packed by the customer or any third party.
- Unless otherwise expressly agreed in writing by the company the customer shall be solely liable and responsible (at the Customer's own cost and expense) for the insurance of the goods to the intent that the company shall be liable or responsible howsoever for insuring the goods and/or for giving of any advice for the insurance of the goods. In the event any insurance is requested by the Customer to be effected through or by the Company and the Company agrees so to do:-

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- In the absence of written notice to the contrary given by the Customer to the Company prior to the time of taking delivery of the goods by the Company the Customer by delivery of the goods to the Company warrants and represents that the goods are fit to be carried or stored in the condition in which they are delivered or made available to the Company.
- The Customer will comply and will ensure the compliance with all regulations or requirements (if any) of the customs, governmental, port and other authorities relating to the transportation of the goods, and shall bear and pay (and shall fully indemnify the Company in respect of) all duties, taxes, fines, imposts. Expenses or losses incurred or suffered pursuant thereto or by reason of any information of the goods proving incorrect or insufficient or the goods being illegal or dangerous.
  - such insurance shall be subject to the usual exceptions and conditions of such type of insurance accepted by the insurer or Underwriter engaged and the Customer shall be conclusively deemed to have full knowledge thereof and the Company shall not be liable or responsible (whether in contract or in tort) for the insurer or Underwriter or the type of insurance chosen and/or recommended and/or the risk covered or omitted to be covered.
  - The Customer shall on demand reimburse the Company for all cost and expenses of such insurance and
  - Any request to effect insurance by the customer (whether oral or writing) once accepted by the Company shall be binding on the Customer and the Company's record thereof shall be conclusive.
  - Without prejudice to any of the provisions of these conditions, the Customer undertakes that the Customer will at all times fully indemnify the Company on demand against all liability loss and damage suffered or incurred (including personal injury) by the Company as a result of (whether direct or indirect) the performance of its duties under the Contract.
  - The Company shall not be liable or responsible in any way (whether in tort or in contract) for any accident to, or delay in delivery of the goods, misdelivery mishandling of the goods howsoever caused nor for any other loss or damage whatsoever to the goods in the course of transportation storage or delivery whether direct, indirect or consequential (including for the avoidance of doubt, loss or profit)

### 4.0 Sub-contracting

- The expression "sub-contractor" in this Clause includes direct and indirect sub-contractors including their respective agents, representatives and servants.
- The Company shall be entitled to contract or sub-contract the whole or any part of its duties under the Contract.
- The Company shall not be liable or responsible in any way (whether in tort or in contract) for any choice or nomination of any agent, contractor, sub-contractor, carrier, warehousemen and/or any others in connection with the carriage storage or delivery of the goods. Further any such choice or nomination subject to change by the Company without prior notice to the Customer.
- The Company shall not be liable or responsible in any way (whether in tort or in contract) for any act, omission, default, delay, breach of the contract and/or neglect (howsoever arising whether willful, negligent or otherwise) of any of its contractors, sub-contractors, carriers, warehousemen, agents and/or other person howsoever engaged or involved in the carriage, delivery and/or storage of the goods, nor for any misdelivery or mishandling of or damage or loss of or accident to the goods caused by any such party.
- The Customer undertakes that no claims shall be made against any agent, representative, servant contractor, sub-contractor or carrier or warehousemen of the Company which imposes or attempts to impose upon any of them any liability and responsibility whatsoever relating to the goods, and if any such claims or allegation should nevertheless be made, to indemnify the Company against all consequence thereof.
- For the avoidance of doubt, the Company shall in no event be liable in any way or for any loss or damage to any of the goods for which its agents, contractors or sub-contractors, or the carriers, warehousemen or others in whose possession the goods were at the time of such loss or damage occurring are or themselves liable or responsible.
- Without prejudice to any of the provisions of these Conditions, every servant, employee, agent, representative, contractor, sub-contractor, of the Company and any persons carrying or otherwise holding or storing the goods howsoever under any contracts or sub-contracts with its including but not limited to any carriers, haulers, warehousemen and/or forwarders whether in Hong Kong or elsewhere shall have the benefit of all provisions herein benefiting the Company, which as the context may require, shall be deemed to be the trustee of the benefit of such provisions for such parties.

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### 5.0 Payment of Charges

- The Customer must pay all charges due to the Company forthwith upon presentation of the invoice without any deduction, set off and/or withholding whatsoever including without limitations to the generally of the foregoing whether or not the goods have been lost or damaged. Any sum not paid on its due date shall bear interest at the rate of two percent per month from that date of actual payment (whether before or after judgment). Without prejudice to any right conferred on the Company by these Conditions or by the general law the Company shall be entitled to withhold and not release the goods to the Customer until all outstanding charges (including but not limited to any additional interest, storage charges and/or other extra charges or expenses in relation to the goods prior to the taking delivery) due to the Company are paid in full.
- In the event of any retention of goods the Company shall be entitled to store the goods in such manner and at such place as the Company shall in its sole and absolute discretion deem fit at the Customer's own expense and risk provided always that the Company is not under any duty insure the goods whether at the customer's own expense or otherwise and the Company shall not in any way be liable or responsible for any loss deterioration and/or perishing of the goods during such retention.
- In addition and without prejudice to any other rights the Company shall have a lien on the goods for any amount due under the Contract and for all sums due but unpaid to the Company by the Customer and for any costs for the recovery of the same (on a full indemnity solicitor-own-client basis) and if the Customer shall fail to make any payment for seven days or more the Company shall be entitled to sell the goods at (such time, in such manner and at such price whether by private treaty or by public auction without any advance or prior notice to the Customer and whether with or without any advertisement, as the Company may at its absolute discretion determine. If on the sale goods, the proceeds shall fail to cover the amounts due and the cost and expenses incurred in such sale and storage of the goods in full. The Company shall be entitled to recover the deficit from the Customer. The Company shall not be liable or responsible for any loss and/or damage to the Customer as a result of any sale or storage of the goods under these conditions.
- The Company is entitled to receive and retain all brokerages, commissions, rebate, allowances and other remunerations customarily received from retained by or paid by Air Lines, Insurances Broker and Forwarding and Shipping Agents, in respect of the delivery, storing and/or shipping of the goods and shall not be required to give any credit or otherwise accounts to the Customer in respect thereof.

### 6.0 Quotations

- Quotations and charges shall be subject to revision with notice whenever any changes occur in the rates of freight insurance premium or other charges applicable to the goods. Written acceptance by the client must be obtained before such revised charges are levied.
- Quotations will only be valid for acceptance for a period of thirty days from the date thereof provided that notwithstanding the foregoing, if any changes occur in the rate of exchange between the Hong Kong Dollar and any currency.
- Unless otherwise specified the rates given in the quotation shall cover one journey from one origin address to one destination address with normal access for the handling of ordinary household effects.
- Unless otherwise agreed all taxes, duties port charges, insurance premium, penalties, and extra services arising on the shipment are for the customers account.
- Any price is quoted on the basis of (i) the information supplied; (ii) the work to be undertaken by the Company agreed on; (iii) usual working conditions and (iv) there is no change in the rate of exchange between the Hong Kong Dollar and any currency of freight, insurance premium and the other charges or expenses to be incurred in connection with the carrying out of the transaction (whether overseas or local). Without prejudice to any of the other provisions of these conditions the Company shall be entitled at its sole and absolute discretion to increase or revise the price quoted at any time, whether before or after the acceptance of such quotation on the date of the Contract on the occurrence of any of the following :-
  - if the information relating to the goods supplied is inaccurate and any additional cost and expenses are or will be incurred as a result;
  - if there is any increase in freight, insurance premium and/or any other charges and/or expenses to be incurred;
  - if there is any additional work required or if there is any variation of the instruction of the Customer which does or will result in additional work or additional cost and expenses;
  - if there are any unforeseen circumstance and/or working conditions which result or will result in additional cost and expenses.
- Charges will be calculated based on the actual gross weight and/or gross external volume of the goods and their containers and other packaging after loading and the actual extent of services rendered.

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- Without prejudice to any of the provision of these conditions, unless the Company otherwise expressly agrees in writing, the following are not included in charges quoted and shall be conclusively deemed to be additional services or works and additional charges therefore will be required to be paid :
  - assembling and/or dismantling furniture, fixtures, installations, machines and/or any other appliances and/or instruments;
  - payment of Customs duties, taxes V.A.T. etc.;
  - delivery by staircases due to no or inadequate lift service at the destination stated in the contract;
  - payment of demurrage and container rental charges;
  - insurance during any storage;
  - payment of any warehouse, overtime, storage and rental charges;
  - hoisting of goods for delivery at an upper floor of the building ;
  - handling charges in and out of storage facilities;
  - the consequences on inability to contact or communicate with the Customer due to late receipt;
  - of the documents, advice, incorrect or incomplete information supplied or when the customer is away or not otherwise at the destination;
  - working after normal office hours and during Saturdays, Sundays and Public Holidays unless previously agreed by the Company in writing;
  - unpacking of the goods at the place of delivery on a different day when the delivery of the goods has been made before noon on a certain date unless previously agreed by the company in writing;
  - delivery to a designated place within a radius of thirty miles from the place or port of entry or discharge;
  - disconnection and connection of air-conditioners, lighting fixtures and electrical appliances, glasses etc.;
  - delivery to a second place or district within outside the same place, town, city or district;
- For any overseas transaction, all “cash on delivery” shipments are subject to such additional services charges as the Company may from time to time announce, (subject to such additional sums due to foreign exchange controls at the designated place the present charge in three percent on the billing amount of Hong Kong Dollars Five Hundred per shipment whichever is higher.)

### 7.0 Claims and Disputes

- All claims against the company arising out of performance/omission of the origin services shall be notified to the company forthwith and in any event no later than 72 hours from the point in time when such claim arose, to enable the company to immediately verify such a claim, and the rectify the position if necessary.
- Without prejudice to any other provision of these Conditions, any claim by the Customer (including but not limited to any short delivery, misdelivery, mishandling, loss or any damage to the goods, delay, negligence and/or otherwise howsoever) must be submitted by the Customer in writing to and actually received by the Company within seven days of the receipt of the goods (or in case of total non-delivery or loss within seven calendar days of the expected arrival date advised by the Company to the Customer) and if the Customer shall fail to do so, the Company's liabilities and responsibility shall be deemed absolutely discharged and the Customer shall be deemed to have conclusively and irrevocably waived and released the Company from all claims in respect of the Contract.
- Any claim against the Company must be in writing and with full particulars and supported by an inventory and any other's evidence of documents required by the Company.
- Without prejudice to the other provisions of these Conditions the Customer agrees that the company's liability under the contract shall under no circumstances exceed Two Hong Kong Dollar only per kilogram of the gross weight of the goods lost or damage irrespective of the declared value of the goods by the goods by the Customer and the maximum compensation from the Company shall not exceed Five Hundred Hong Kong Dollars only per shipment.
- Force majeure – neither party shall be held responsible for any delay or failure in performance of any part of this contract to the extent such delay or failure is caused by fire, flood, explosion, war , strike, embargo, government requirement of the delayed or non performing party or its subcontractors (“force majeure conditions”).
- With regard to destination services the company shall not be liable for more than HK\$0.66 per lb net weight on any shipment. In any matter (whether in tort or contract) for any choice or nomination of any carrier and/or any other contractors in connection with the contract.
- The company shall be responsible for the goods up to a maximum of HK\$0.66 per lb net weight on shipments. The company will assist in identifying the origin of a problem and help the client and the insurers with the claim wherever possible.

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### 8.0 Liabilities and Responsibilities of the Company

- The Company shall not under any circumstance be liable or responsible for any loss or damage arising and resulting from loss or marker or profit or otherwise attributable to any delay in forwarding or in transit or failure (whether willful or negligent) to carry out the instructions given to the company.
- The Company shall not under any circumstances be liable or responsible for any loss or damage resulting from or attributable to any quotation statement representation or information whether oral or in writing whatsoever or to whomever made or given by or on behalf of the Company as to the classification of or the liability and responsibility for the amount scale of rate of the Customers duty or other impost or tax applicable to any goods.
- Any commitments in writing or otherwise made by any contractors or sub-contractors on behalf of the Company are invalid unless duly verified in writing by authorized personnel of the company.
- The Company shall not be liable or responsible howsoever for any loss or damage to the customer howsoever arising out of or as a result of any one or more of the following :-
  - the wrongful act or omission or neglect to the customer;
  - any inherent vice or defect of the goods;
  - any condition of the goods;
  - strike lock-out and/or civil commotion;
  - war, war-like or hostile actions;
  - any government action or intervention;
  - sudden change in the political situation of any country preventing previous and prevailing normal and usual practice in trading;
  - loss and damages by any accident, animals, pests, fire, water, theft, explosion, etc.;
  - late and/or delayed arrivals and sailing of ships, airplane or other means of carriage employed;
  - confiscation or extermination by any Customs of the goods due to the presence of prohibited packing materials and/or vermin;
  - act of God;
  - when the goods are not in the actual and physical custody of the Company;
  - inaccuracy of all description, values and other particulars furnished to the Company;
  - any course or event which the Company could not avoid and the consequence whereof the Company could not prevent by the exercise of reasonable diligence Miscellaneous;

9.0 These Terms and Conditions shall be governed by and interpreted in all respect in accordance with the Laws of Hong Kong. All disputes or differences and questions arising in connection therewith shall be referred to the arbitration of a single arbitrator to be agreed between the parties, or in default of agreement to be appointed ant any time at the request of either party by the President or the Chairman for the time being of the Hong Kong General Chamber of Commerce. Such arbitration shall take place in Hong Kong and shall be conducted in the English language.

10.0 Any notice required to be given by the Company to the Customer shall be deemed to be effectively given if in writing by leaving the same at or posting the same to the address given by the Customer with the Company. Any advice by the telephone or otherwise verbal (including any telephone message left at the telephone number given by the Customer) shall also be binding on the Customer.