

## **TERMS AND CONDITIONS OF CARRIAGE (BAGGAGE)**

### **1 Definitions**

- 1.1 "SF", "us" and "our" refers to S.F. Express (Hong Kong) Limited or S.F. Express (Macau) Limited (as applicable), its subsidiary, branch, affiliate, agent, or independent contractor, which originally accepts your Baggage. For the avoidance of doubt, you have agreed that SF is entitled to subcontract the whole or any part of such services to third parties (including SF's own parent, subsidiary, or associated companies).
- 1.2 "Baggage" means all packages or luggage which are tendered to and accepted by us per order and/or carriage.
- 1.3 "Customer" means such person(s) engaging the baggage delivery services provided by SF in accordance with these T&C.
- 1.4 "Personal Data" means any data relating directly or indirectly to an individual, from which it is possible and practical to ascertain the identity of the individual from the said data, in a form in which access to or processing of the data is practicable.
- 1.5 "Services" means the baggage delivery services to be provided by SF in accordance with these T&C.
- 1.6 "T&C" refers to these terms and conditions and are subject to change by SF from time to time at its own discretion without prior notification. For the avoidance of doubt, any such change shall become effective and binding on the Customer upon its publication on the official website of SF, or at the relevant SF counter(s) at the Hong Kong International Airport ("HKIA").

### **2 Unacceptable Baggage**

Customer agrees that his or her Baggage is deemed unacceptable, and SF may refuse acceptance of Baggage, if:

- 2.1 it is classified as hazardous material, dangerous goods, prohibited or restricted articles by any applicable government department or other relevant organization;
- 2.2 the goods are classified as dangerous goods or SF believes that it cannot be carried safely or legally, including but not limited to animals and parts thereof, currency, bearer instruments, negotiable instruments, counterfeit goods, precious metals and stones, firearms and parts thereof, ammunitions, human remains, pornography, illegal narcotics/drugs;
- 2.3 the delivery address is incorrect, incomplete or not properly marked or Baggage's packaging is defective or inadequate to be carried safely with ordinary and reasonable care;
- 2.4 unless SF otherwise agrees, Baggage being collected cannot be lifted by one person;
- 2.5 unless SF otherwise agrees, Baggage is required to be delivered to multi-storey buildings without lift/elevator; or
- 2.6 Baggage being collected are too heavy or large resulting in refusal to accept the Baggage.
- 2.7 Prohibited Items for boarding

Airlines may prohibit Customers from bringing along certain items for boarding, please check the requirements of the relevant Airlines. Please take note that Airlines reserve the right to update or change with respect to prohibited items for boarding from time to time, in case of any questions or doubts, please contact your airline staff, onsite airline check-in staff reserve the right for final decision.

### **3 Right to Inspect**

Customer agrees that SF or any governmental authorities may open and inspect the Baggage without notice at any time. SF shall not be responsible for any loss whatsoever for any delay caused to the Baggage due to such inspection.

### **4 Customer's Warranties and Indemnity**

Customer shall indemnify and hold SF harmless for any loss or damage in connection or resulting from the Customer's failure to comply with any applicable laws or regulations and for the Customer's breach of the T&C, including but not limited to the following warranties and representations:

- 4.1 once Customer confirmed the ordering of the Services and relevant service charges, Customer shall not cancel such order for Services for whatever reasons;
- 4.2 all information provided by the Customer or its representative(s) is legible, complete and accurate;
- 4.3 the Baggage was prepared securely and sufficiently packed to ensure safe transportation with ordinary and reasonable care and was protected against unauthorized interference during preparation, storage and transportation to SF;
- 4.4 the Baggage is compliant with all laws and regulations;
- 4.5 no claim shall be made against SF that imposes or attempts to impose upon SF any liability in connection with any services hereunder;
- 4.6 the Customer shall be liable for all liability, loss, damage, costs and expenses whatsoever arising out of SF acting in accordance with the Customer's instructions; and
- 4.7 the Customer shall be liable for all claims, costs and demands whatsoever and by whomsoever made in excess of the liability of SF under these T&C regardless whether such claims, costs and demands arise from or in connection with the negligence or breach of duty of SF.

### **5 Transport and Routing**

Customer acknowledges and agrees to all routing and diversion, including the possibility that the Baggage may be carried *via* intermediate stopping places.

### **6 Delay**

SF will make reasonable efforts to deliver the Baggage according to SF's regular delivery schedules and arrangements. However, these schedules are not binding and do not form part of the contract between SF and Customer. SF is not liable for any damages or losses whatsoever arising as a result of the delay caused by SF.

## 7 Charges

- 7.1 Charges regarding the Services and storage fees (if any) are published on the official website of SF and at the relevant SF counter(s) at HKIA, and are subject to change by SF from time to time. SF may levy storage fees if Customer does not collect the Baggage at the agreed time. For the avoidance of doubt, any such change shall become effective and binding on the Customer upon its publication on the official website of SF, or at the relevant SF counter(s) at HKIA.
- 7.2 If Customer does not collect the Baggage within one month after the date of acceptance by SF, SF shall use reasonable efforts to return the Baggage to the Customer at the Customer's cost, failing which the Baggage may be released, disposed of or sold by SF without incurring any liability whatsoever to the Customer or anyone else, with the proceeds applied against service charges and related administrative costs and the balance (if any) to be returned to the Customer.

## 8 Circumstances beyond SF's Control

SF is not liable for any loss or damage caused by any events beyond SF's control, including but not limited to acts of public authorities acting with actual or apparent authority; any act or omission by a person not employed or contracted by SF, e.g. Customer, government officials or third party; the application of security regulations imposed by the government or otherwise applicable to the delivery location; Force Majeure - e.g. riots, strikes, labour disputes, civil unrest, disruptions or failure of communication and information systems (including, but not limited to SF's communication and information systems), road or traffic conditions, disruptions of any kind in air or ground transportation networks, such as weather phenomena, and natural disasters including earthquakes, cyclone, storm, flood etc.

## 9 SF's liability

- 9.1 **SF's liability in respect of any order for Services, including but not limited to the liability of loss or damage, is strictly limited to direct loss only and to the limits stipulated in this clause 9.** All other types of loss or damage are hereby expressly excluded (including but not limited to lost profits, income, interest and future business), whether such loss or damage is special or indirect, and even if the risks of such loss or damage was brought to SF's attention before or after acceptance of the Baggage for carriage.
- 9.2 **SF's liability in respect of any one order and/or carriage** shall be limited to the stipulation of the following:
- 9.2.1 If the Baggage of the customer is damaged or lost after checking and accepted by SF, the maximum liability of SF is USD 100 per Baggage. Claims are limited to one claim per Baggage, settlement of which shall be full and final for all loss or damage in connection therewith.

9.2.2 Unless contrary to applicable laws, all claims must be submitted in writing to SF within 2 days from the date SF accepted the Baggage for carriage; otherwise SF shall have no liability whatsoever. SF is not obligated to act on any claim until all Baggage charges have been paid. The Baggage charges shall not be offset against the claim amount. Receipt of the Baggage by the Customer without written notice of damage on the delivery record is *prima facie* evidence that the Baggage was delivered in good condition. As a condition for SF to consider any claim for loss or damage the Customer must make the contents, original shipping and packing materials available for inspection by SF.

9.2.3 All assessment regarding the degree of damage on or the portion missing from the Baggage shall be at the sole and absolute discretion of SF.

#### **10 Governing Law**

Any dispute arising in connection with the T&C shall be subject to the nonexclusive jurisdiction of the courts of, and governed by the laws of Hong Kong SAR, and the Customer irrevocably submits to such jurisdiction of the laws of Hong Kong SAR.

#### **11 Data Privacy Policy**

SF is committed to safeguard the Personal Data provided by the Customer. In relation to the collection, use, process, retention, disclosure, transfer, security and access of the Personal Data, SF shall comply with applicable laws and regulations as well as the relevant code of practice issued by SF. Please refer to the Data Privacy Policy Statement published on the official website of SF.

#### **12 Severability**

The invalidity or unenforceability of any provision of these T&C shall not affect any other part of these T&C.

#### **13 Governing Language**

If there are different languages of these T&C, the English language shall prevail in the event of any inconsistency.