



Shipment Protection Plus (SPP) – Terms and Conditions

1 Shipment Protection Plus (SPP) is a valued-added service provided by S.F. Express (Hong Kong) Limited (hereinafter referred to as “SF”). When using SPP, customer agrees, and on behalf of the receiver and/or any third party with an interest in the shipment agree that these Terms and Conditions shall apply.

2 Any customer who has purchased SPP will not be bound by the limitation of liability stipulated in clause 13 of SF’s terms and conditions of carriage, while other terms and conditions of carriage shall continue to apply. If any shipment consigned by a shipper to SF for carriage is damaged or lost due to SF’s direct reason (subject to these Terms and Conditions and SF’s terms and conditions of carriage (other than clause 13)), SF will compensate in accordance with clause 6 below.

3 Once SPP is purchased , any person (including the shipper) is not entitled to request to rescind or terminate SPP for any reason during SF’s carriage. After such consignment is delivered to the destination set forth in the waybill or is delivered to the receiver or is received by any person at the delivery address, SF’s responsibilities under SPP shall be deemed to have been completed.

4 SF has the absolute discretion on deciding whether to provide SPP or withdraw SPP at any time; if SF decides to withdraw SPP, SF will refund the SPP service charge without interest within 2 working days. SPP will not be provided for the following items:

- 4.1 Unsafe or illegally transported items;
- 4.2 Fragile items such as glass, ceramics, plaster, crystal and etc.;
- 4.3 Items difficult to store, including but not limited to any food;
- 4.4 Items easy to rust, old equipment, damaged goods and items with value that is hard to be determined;
- 4.5 Items without proper outer packaging. Parcels must be packed in cartons; and
- 4.6 Declared value of the shipment exceed the limit as stipulated under clause 5.

5 SPP is only applicable for shipment with declared value not exceeding HKD/MOP\$1,250,000. Notwithstanding the foregoing, the declared value limit for different shipment items may vary, please contact our customer service at (852) 2730 0273 for more information.

6 SF shall be entitled to request customer to provide an accurate commercial invoice of his shipment at any time for verification; if the declared value provided by the customer is different from the value indicated on the invoice, the lesser amount shall deem to be the basis for compensation ((hereinafter referred to as the “Compensation Standard”) and SF shall be entitled to charge customer the difference of the SPP service charge with respect to the under declared value at any time. When the declared value of a shipment equals to or exceeds HK /MOP\$5,000, an accurate commercial invoice must be provided to SF at the time of consignment. When the declared value of a shipment is less than HK /MOP\$5,000, the shipper may choose to provide an accurate commercial invoice only when he files a claim. If any single SPP shipment is lost during carriage directly caused by SF, SF will assess the extent of such loss. If the loss is partial, SF shall compensate an amount in proportion with the partial lost caused. If the lost item can be replaced (including but not limited to documents, passports and etc.), SF shall only compensate the cost of replacement, provided that any such amount shall in no event exceed the Compensation Standard. . If any single shipment is damaged during carriage directly caused by SF, SF will assess the extent of such damage and determine an amount of compensation in proportion with the Compensation Standard, provided that such amount shall in no event exceed



the Compensation Standard. If investigation results show that the damage is not caused during carriage and/or directly by SF, SF shall have the final right to refuse to make compensation. SF shall unilaterally assess the extent of damage to such shipment and customer shall not raise any objection to SF's assessment results. SF will not be liable for other losses as alleged by the customer, including anticipatory earnings, profit, interest, actual purposes, business opportunities, business value and etc. In addition, customer hereby declares and confirms that he/she/it will not recover from SF any direct or indirect loss in addition to the Compensation Standard. For the avoidance of doubt, SF will not make any compensation for any service interruption attributable to any cause beyond SF's control, including but not limited to acts of God, acts of authorities based on actual or obvious powers, acts or omissions of Customs or relevant departments, deficiency of information provided by the customer, safety regulations implemented by government departments or other safety regulations applicable to the place of delivery, detention by government departments, riots, strikes or other labor disputes, civil commotion, failure or interruption of communication and information systems (including but not limited to SF's communication and information systems), any interference in the air or road traffic network, and climatic phenomena and natural disasters, including earthquakes, cyclones, tempests, floods and etc.

7 Shipper shall fill in accurate and true information regarding the shipment and shall not make any false declaration, omit or neglect any required information. SF shall be entitled to verify such information at any time. In case of any untrue information, SF may cancel SPP at any time without refunding any SPP service charge, and the shipper shall bear all the relevant expenses incurred, including but not limited to round trip freight charges, warehousing charges, SPP charges, transportation expenses, inbound charges and etc. If shipper provides false information or any shipment contains any items set forth in clauses 4.1-4.6, SF will not make any compensation even if the shipment is damaged or lost directly caused by SF. If SF discovers shipper commits any misleading or dishonest activities, SF reserves all its rights to seek redress against the shipper.

8 If compensation has been made with respect to any SSP shipment, the ownership and all the rights thereof shall transfer to SF on pro rata basis.

9 If any SPP shipment is destroyed or lost during carriage directly caused by SF, customer shall submit a written claim to SF within 14 days from SF's delivery date or the date of SF's oral or written notice of such loss or damage (whichever is earlier); otherwise it shall be deemed that customer has waived all his/her/its rights to file a claim.

10 If customer uses SPP and such shipment needs to be returned to the shipper for whatever reason, the shipper shall be deemed to have also elected for SPP for such return, save and except the shipper has expressly declared that he will not use SPP.

11 If SF decides at its discretion to make compensation, the arrangements for such compensation are as follows:

11.1 In principle, the shipper shall be the primary party receiving the compensation under SPP; if such compensation shall be paid to the receiver or third party, SF will require the shipper and the receiver or third party to make a written declaration to SF to consent on the relevant compensation arrangements within 14 days from SF's delivery date or the date of SF's oral or written notice of loss or damage (whichever is earlier); otherwise SF will deem the shipper as the only compensating party and the receiver or any third party may not raise any objection. After receiving the said written declaration, SF will pay the compensation to the designated receiver or third party; provided that the address of the compensation receiver must be within the Hong Kong Special Administrative Region regardless of whether such compensation receiver is the shipper, receiver or third party.

11.2 If any shipper using SPP has a SF credit account, the compensation will be debited into the account and such

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財務部電話 Finance Department Tel
(852) 2922 2922 / 2787 1222
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refund will be completed within 3 working days after both parties have signed a settlement agreement; for customer without a SF credit account, the compensation will be made by way of bank transfer (limited to Bank of China or HSBC) and such refund will be completed within 4 working days after both parties have signed a settlement agreement.

12 If any provision hereof is held by any court or other authority to be invalid or unenforceable in whole or in part, the remaining provisions hereof and the remaining contents of the affected provision shall remain valid.

13 Failure or delay in enforcing any provision hereunder will not constitute a waiver of such provision.

14 With respect to any matter not covered herein, SF's terms and conditions of carriage shall apply. In case of any discrepancy between these Terms and Conditions and SF's waybill terms and conditions of carriage, these Terms and Conditions shall prevail.

15 SF reserves the right to change these Terms and Conditions at any time without further notice and any revision shall become immediately effective and binding when such revision is published on SF's official website.

16 These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Hong Kong Special Administrative Region. All the customers and SF agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

17 In case of any discrepancy between the Chinese and English versions of these Terms and Conditions, the Chinese version shall prevail.

18 In case of any dispute, SF's decision shall be final.

19 In case of any inquiry, please call Hong Kong Customer Service Hotline (852) 2730 0273.

