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## TERMS AND CONDITIONS OF CARRIAGE

When using SF's services you, as "Shipper", agree, on your behalf and on behalf of the receiver of the Shipment ("Receiver") and anyone else with an interest in the Shipment that these Terms and Conditions shall apply.

### 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 Shipment.
- 1.2 "Shipment" means all packages which are tendered to and accepted by us on one waybill.
- 1.3 "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.
- 1.4 "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 Shipper upon its publication on the official website of SF.
- 1.5 A "waybill" shall include any Shipment identifier or document produced by SF or Shipper automated systems such as a label, barcode or waybill as well as any electronic version thereof.

### 2 Unacceptable Shipments

Shipper agrees that its Shipment is deemed unacceptable if:

- 2.1 it is classified as hazardous material, dangerous goods, prohibited or restricted articles by International Air Transport Association, International Civil Aviation Organization, any applicable government department or other relevant organization;
- 2.2 no customs declaration is made when required by applicable customs regulations;
- 2.3 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; or
- 2.4 Receiver's address is incorrect, incomplete or not properly marked or Shipment's packaging is defective or inadequate to be carried safely with ordinary and reasonable care. SF shall have the absolute right to deal with the Shipment as it sees fit, including destroy any unacceptable Shipment as specified in this clause.

### 3 Right to Inspect

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

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

Shipper shall indemnify and hold SF harmless for any loss or damage in connection or resulting from the Shipper's failure to comply with any applicable laws or regulations and for the Shipper's breach of the following warranties and representations:

- 4.1 all information provided by the Shipper or its representative(s) is legible, complete and accurate;
- 4.2 the Shipment 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;
- 4.3 the Shipment is properly described and correctly labelled;
- 4.4 the Shipment shall comply with all applicable customs, import, export, data protection laws and other laws and regulations;
- 4.5 Shipper has obtained all necessary consents in relation to Receiver's Personal Data provided and disclosed to SF; and
- 4.6 the waybill has been signed by the Shipper or the Shipper's authorised representative on its behalf and on behalf of the Receiver and anyone else with an interest in the Shipment and these T&C constitute binding and enforceable obligations of the Shipper and its representatives.

#### **5 Declared Value**

The Shipper agrees the declared value on this waybill is equivalent to the actual cash value of the Shipment ("Declared Value"). The Declared Value of a Shipment must be evident by an authentic, valid and original commercial invoice or receipt, which SF shall have the sole and absolute discretion to accept, inspect and verify thereof to its satisfaction or to reject thereof without giving any reason. Save and except Shipment that acquires the Shipment Protection Plus Service, SF's entire liability shall be limited to clause 13 hereof.

#### **6 Transport and Routing**

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

#### **7 Customs Clearance**

- 7.1 Shipper appoints SF as the agent solely for the purpose of clearing and entering the Shipment through customs. SF may itself complete or authorize a third party or redirect the Shipment to Receiver's import broker or other address upon request by any person whom SF believes in its reasonable opinion to be authorized to perform customs clearances and/or entries.
- 7.2 To the extent that SF may voluntarily assist Shipper in completing the required customs and other formalities, such assistance will be rendered at Shipper's sole risk and expense. If any customs authority requires additional documentation for the purpose of confirming the import/export declaration, it is Shipper's responsibility to provide the required documentation at Shipper's expense.

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## **8 Delay of Shipments**

SF will make reasonable efforts to deliver the Shipment 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 Shipper and/or Receiver. SF is not liable for any damages or losses whatsoever arising as a result of the delay caused by SF.

## **9 Deliveries and Undeliverable**

- 9.1 Shipments cannot be delivered to addresses consisting solely of Post Office Boxes (PO boxes) or postal codes or ZIP codes. Shipments are delivered to the Receiver's address given by Shipper but not necessarily to the named Receiver personally. For the avoidance of doubt, a signature or a stamp obtained at the Receiver's address or a Shipment collection record generated by SF's system for Shipments delivered to EF lockers, shall constitute sufficient proof of delivery of the Shipment. Shipments to addresses with a central receiving area will be delivered accordingly.
- 9.2 If the Receiver refuses delivery; or to pay for shipment charges or customs duties; or the Shipment is deemed to be unacceptable in accordance with clause 2; or it has been undervalued for customs purposes; or the Receiver cannot be reasonably identified or located, SF shall use reasonable efforts to return the Shipment to the Shipper at the Shipper's cost, failing which the Shipment may be released, disposed of or sold by SF without incurring any liability whatsoever to the Shipper or anyone else, with the proceeds applied against service charges and related administrative costs and the balance (if any) to be returned to the Shipper.

## **10 Shipment Charges, Tariff and other charges**

- 10.1 SF's Shipment charges are calculated according to the higher of actual or volumetric weight and Shipment may be re-weighted and re-measured by SF to confirm this calculation.
- 10.2 Shipper will always be primarily responsible for all charges regardless of different payment instruction given by Shipper. Shipper shall pay on demand all shipping and/or other charges or tariff (customs duties) not paid when due by the Receiver for Receiver billing or by third party for third party billing.

## **11 Shipment Protection Plus and Secured Express Service**

- 11.1 SPP and Secured Express Service are optional value-added services. For terms and conditions of SPP Service and Secured Express Service, please refer to the official websites of SF.
- 11.2 For the avoidance of doubt, unless otherwise stipulated in this Clause, all other provisions concerning SF's liabilities shall be governed by Clause 13.

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## 12 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. Shipper, Receiver, customs, 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), disruptions of any kind in air or ground transportation networks, such as weather phenomena, and natural disasters including earthquakes, cyclone, storm, flood etc.

## 13 SF's liability

- 13.1 SF's liability in respect of any one Shipment, 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 13. All other types of loss or damage are 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 Shipment.
- 13.2 SF's liability in respect of any one Shipment shall be limited to the stipulation of the following:
- 13.2.1 If the carriage of a Shipment combines carriage by air and involves an ultimate destination or stop in a country other than the country of departure, without prejudice to clauses 8 and 11, the Warsaw Convention or the Montreal Convention, whichever is compulsorily applicable, will apply. In the case where such Conventions are inapplicable, SF's liability is limited to the Declared Value but shall in no event exceed the lesser of USD100 or USD26/kg or USD11.82/lb. If the carriage of a Shipment combines carriage by air, road or other mode of transport, it shall be presumed that any loss or damage occurred during the air period unless proven otherwise. or
- 13.2.2 Where Shipments are carried only by road, SF's liability shall be subject to the Convention for the International Carriage of Goods by Road (CMR), or in the case where CMR is inapplicable, SF's liability is limited to the Declared Value but shall in no event exceed the lesser of USD100 or USD14/kg or USD6.36/lb (not applicable to the United States).
- 13.2.3 Claims are limited to one claim per Shipment, settlement of which shall be full and final for all loss or damage in connection therewith. IF SHIPPER REGARDS THESE LIMITS AS INSUFFICIENT, IT MUST PURCHASE SPP/ SECURED EXPRESS SERVICE OR MAKE ITS OWN INSURANCE ARRANGEMENTS.
- 13.2.4 Unless contrary to applicable laws, all claims must be submitted in writing to SF within 30 days from the date SF accepted the Shipment; otherwise SF shall have no liability whatsoever. SF is not obligated to act on any claim until all Shipment charges have been paid. The Shipment charges shall not be offset against the claim amount. Receipt of the Shipment by the Receiver without written notice of damage on the delivery record is *prima facie*

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evidence that the Shipment was delivered in good condition. As a condition for SF to consider any claim for loss or damage the Receiver must make the contents, original shipping and packing materials available for inspection by SF.

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

#### **14 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 law of, the country of origin of the Shipment and the Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.

#### **15 Data Privacy Policy**

SF is committed to safeguard the Personal Data provided by the Shipper. 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. Shipper hereby warrant that he/she has obtained such Personal Data lawfully and has obtained consent from the Receiver to provide such Personal Data to SF. Please refer to the [Data Privacy Policy Statement](#) published on the official website of SF, (For Shippers/Receivers outside Hong Kong SAR, please enter the relevant website of SF to check the Privacy Policy applicable in your country/region).

#### **16 Severability**

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

#### **17 Governing Language**

If there are different languages version of this Waybill (including these T&C), the English version shall prevail in the event of any inconsistency.