



## SF Secured Express Service – Terms and Conditions

- 1 Secured Express Service is a valued-added service provided by S.F. Express (Hong Kong) Limited (hereinafter referred to as “SF” ) for any shipment which exceeds HK\$25,000. When using Secured Express Service, customer agrees on his /her behalf, and on behalf of the receiver and/or any third party with an interest in the shipment that these Terms and Conditions shall apply.
- 2 Any customer who has purchased Secured Express Service will not be bound by the limitation of liability stipulated in clause 13 of SF’ s waybill terms and conditions of carriage. If any shipment consigned by a shipper to SF for carriage is damaged or lost due to SF’ s reason (subject to these Terms and Conditions), SF will compensate in accordance with clause 5 below.
- 3 With effect from the shipper’ s consignment of shipment which has purchased Secured Express Service to SF’ s acceptance thereof, the shipper is not entitled to request to rescind or terminate Secured Express Service 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 Secured Express Service shall be deemed to have been completed.
- 4 SF has the absolute discretion on deciding whether to provide Secured Express Service or withdraw Secured Express Service at any time; if SF decides to withdraw Secured Express Service, SF will refund the Secured Express Service charge without interest within 2 working days. Secured Express Service 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; and
  - 4.5 Items without proper outer packaging. Parcels must be packed in cartons.
- 5 Any customer shall provide SF with an invoice for his/her consignment at the time of consignment; if the declared value provided by the customer is different from the value indicated on the invoice, the lesser shall deemed to be the compensation standard ((hereinafter referred to as the “**Compensation Standard**” ). If any single shipment under the Secured Express Service is lost, SF will make compensation according to the Compensation Standard of such shipment. If any single shipment is damaged during the consignment period, 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 SF' s consignment period, 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 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 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.

- 6 Any shipper shall fill in accurate and true information on the waybill 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 Secured Express Service at any time without refunding any Secured Express Service service charge, and the shipper shall bear all the relevant expenses incurred, including but not limited to round trip freight charges, warehousing charges, Secured Express Service charges, transportation expenses, inbound charges and etc. If any shipper provides false information or any shipment contains any items set forth in clauses 4.1-4.5, SF will not make any compensation even if the shipment is damaged or lost due to SF' s reason. If SF discovers shipper commits any misleading or dishonest activities, SF reserves all its rights.
- 7 If compensation has been made with respect to any shipment, the ownership and all the rights thereof shall transfer to SF according to the percentage of such compensation upon settlement of the claim.
- 8 If any single shipment based on this Secured Express Service is destroyed or lost, customer shall make a written claim against 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 customer will be deemed to have agreed to waive all his rights to file a claim.
- 9 If shipper uses Secured Express Service at the time of consignment and such shipment needs to be returned to the shipper for whatever reason, the shipper shall be deemed to have also elected for Secured Express Service for such return, save and except the shipper has expressly declared that he will not use Secured Express Service.
- 10 If SF decides at its discretion to make compensation, the arrangements for such compensation are as follows:
  - 10.1 In principle, the shipper shall be the primary party receiving the compensation under Secured Express Service; 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 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 provided by 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. All compensation arrangements will be conducted according to such terms and conditions and shall not be affected by the compensation receiver.

- 10.2 If any shipper using Secured Express Service has a SF credit account, the compensation will be debited into the account statement and such refund will be completed within 3 working days after both parties have signed a settlement agreement; for customer without a credit account, the compensation will be made by 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.
- 11 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.
- 12 Failure or delay in enforcing any provision hereunder will not constitute a waiver of such provision.
- 13 With respect to any matter not covered herein, SF' s waybill 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.
- 14 SF reserves the right to change these Secured Express Service 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.
- 15 The above terms and conditions as well as the relations between SF and all its customers 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.
- 16 In case of any discrepancy between the Chinese and English versions of these Terms and Conditions, the Chinese version shall prevail.
- 17 In case of any dispute, SF' s decision shall be final.
- 18 In case of any inquiry, please call Hong Kong Customer Service Hotline (852) 2730 0273.