

Waybill TERMS AND CONDITIONS (“T&C”)

1. Data Privacy Policy

You have agreed to abide by the Privacy Policy as amended from time to time which is published on the official website of SF http://www.sf-express.com/cn/sc/Privacy_Policy/ (for Shippers/Receivers outside Mainland China, please enter the relevant website of SF to check the Privacy Policy applicable in your country/region), and you have agreed that SF may process your waybill information in accordance with the provisions of laws, regulations, and the Privacy Policy.

2. SF’s Liability

2.1 SF’s liability, including but not limited to the liability of loss, damage or partially missing of Shipment and custom brokerage service, is strictly limited to direct loss only and to the limit of liability in this Clause 2. 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 risk of such loss or damage was brought to SF’s attention.

2.2 If the carriage of a Shipment is solely or partly by air and involves an ultimate destination or a stop in a country other than the country of departure, without prejudice to the rights in Clause 3 and 11, the Warsaw Convention or the Montreal Convention, whichever is compulsorily applicable, will apply. In the absence of such Conventions, SF’s liability, regardless of declared value of the Shipment, shall in no event exceed the lesser of USD100 or USD20/kg or USD9.07/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.

2.3 For cross border Shipment transported by road, SF’s liability shall be subject to the Convention for the International Carriage of Goods by Road (CMR), or in the absence of CMR, regardless of declared value of Shipment, to the lesser of USD10/kg or USD4.54/lb (not applicable to the United States). Such limits will also apply to national road transportation in the absence of any mandatory or lower liability limits in the applicable national transport law.

2.4 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 OR MAKE ITS OWN INSURANCE ARRANGEMENTS.

2.5 Unless contrary to applicable laws, all claims must be submitted in writing to SF together with all relevant supporting documents within thirty (30) days from the date SF accepted the Shipment, failing which 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* evidence that the Shipment was delivered in good condition. As a

condition for SF considering any claim for damage the Receiver must make the contents, original shipping and packing materials available for inspection by SF.

3. Shipment Protection Plus Service (“SPP”)

3.1 SPP is a value-added service which is OPTIONAL. The Shipper is entitled to a higher than normal compensation provided in Clause 2 should your Shipment is lost or damaged during transportation, provided that the Shipper informs SF of its intention to purchase SPP and has paid the surcharge.

3.2 SF’s liability in respect of any Shipment covered under SPP is limited to lesser of the SPP Value purchased by Shipper or the actual cash value of Shipment (“Decided Value”). For partial loss, damage or partially missing of the Shipment, the Shipper will be compensated on a *pro rata* basis (Decided Value of the Shipment * proportion of actual loss, damage or missing to the Shipment) and should the remaining or damaged Shipment be returned to the Shipper on Shipper’s instruction, SF is entitled to offset the Shipment charges against the compensation.

4. Declared Value Limit

4.1 For any Shipment with a declared value in excess of the limit of declared value in accordance with the policy published on the official website of SF, SF is entitled for additional charges in accordance with SF rates and charges policy.

4.2 For avoidance of doubt, the acceptance for carriage of any Shipment with the declared value specified on the waybill and/or the receipt of additional charges do not constitute a waiver of SF’s limit of liability and limit of SPP Value set out herein. Regardless of the declared value of a Shipment, SF’s entire liability shall be subject to Clause 2 and 3 hereof.

4.3 Shipper agrees that the declared value for customs and carriage on one waybill should be equivalent to the actual cash value of the Shipment. The declared value of a Shipment must be proved by an authentic and valid 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.

5. Definitions

5.1 "SF", "Us" and "Our" refers to S.F. Express Co., Ltd., its subsidiary, branch, affiliate, agent, or independent contractor, which originally accepts your Shipment; "Shipper" and "you" refers to the Shipper.

5.2 "Package" means any parcel or envelope that is accepted by us for delivery.

5.3 "Shipment" means all packages which are tendered to and accepted by us under one waybill.

6. Unacceptable Shipments

Shipper agrees that its Shipment is deemed unacceptable if:

i. 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;

- ii. no customs declaration is made when required by applicable customs regulations; or
- iii. it contains such item which SF believes cannot be carried safely or legally (including but not limited to: animals, currency, negotiable instruments in bearer form, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography material and illegal narcotics/drugs).

7. Right to Inspect

Shipper agrees that SF or any governmental authorities may open and inspect the Shipment without notice at any time.

8. Shipper's Warranties and Indemnity

Shipper shall indemnify and hold SF harmless from any loss or damage resulting from Shipper's failure to comply with the following warranties and representations:

- i. all information provided by Shipper or its authorized person is complete, legible and accurate;
- ii. the Shipment was prepared securely and packed to ensure safe transportation with ordinary care in handling by Shipper or its authorized person and was protected against unauthorized interference during preparation, storage and transportation to SF;
- iii. the Shipment is properly described and correctly labelled; and
- iv. Shipper shall comply with all applicable customs, import, export data protection laws, sanctions, embargos and other applicable laws and regulations.

9. Routing

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

10. Customs Clearance

10.1 Shipper appoints SF as the agent solely for the purpose of clearing and entering the Shipment through customs. SF may itself complete or consign 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.

10.2 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.

11. Delay of Shipments

SF will make reasonable effort to deliver the Shipment according to SF's regular delivery schedules, but these are not guaranteed and shall not form part of the T&C. SF is not liable for any damage or loss caused by delays.

12. Deliveries and Undeliverable

12.1 Shipments cannot be delivered to PO boxes or postal codes, but only to the Receiver's address given by Shipper but not necessarily to the named Receiver personally. Shipments to addresses with a central receiving area will be delivered accordingly.

12.2 If Receiver refuses delivery or to pay for delivery, or the Shipment is deemed to be unacceptable, or it has been undervalued for customs purposes, or Receiver cannot be reasonably identified or located, SF shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against service charges and related administrative costs and the balance of the proceeds to be returned to Shipper.

13. Shipment Charges, Tariff and other Charges

13.1 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.

13.2 Shipper will always be responsible for all charges regardless of different payment instruction given by Shipper. Shipper shall pay on demand for all Shipment or other charges or tariff (customs duties) due not paid by Receiver for Receiver billing, or by third party for third party billing.

14. 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 "Act of God"- e.g. earthquake, cyclone, storm, flood, fog; "Force Majeure" –e.g. war, plane crash or embargo; any defect or characteristic related to the nature of Shipment, even if known to SF; riot or civil commotion; any act or omission by a person not employed or contracted by SF e.g. Shipper, Receiver, third party, customs or other government official; industrial action; and electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings.

15. Governing Law

Any dispute arising in connection with the T&C shall be subject to the non-exclusive jurisdiction of the courts of, and governed by the law of the country of origin of the Shipment, unless contrary to applicable law.

16. Severability

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

17. This T&C and the published rates and charges are subject to amendments without notice except to the extent otherwise provided by applicable laws or

regulations. For the avoidance of doubt, any such amendments shall become effective and binding on the Shipper upon its publication on the official website of SF.