

**Disclaimer Agreement for Loss and Damage of Goods  
(Applicable for SF Locker Self-Drop Delivery Service)**

When you use SF Locker Self-Drop Delivery Service (“**Service**”) offered by S.F. Express (Hong Kong) Limited (“**SFHK**”), 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 this Disclaimer Agreement for Loss and Damage of Goods shall apply:

Whereas SFHK provides local delivery services for Shipper's goods, shipments and/or commodities (hereinafter collectively known as “**Goods**”), both parties enter into the following agreement in the principle of integrity:

**Scope of Disclaimer for SFHK****1. Damage caused by Shipment packaging**

Shipments are being packed by the Shipper (except for those Shipments' outer packaging being responsible by SFHK). The inner and outer packaging of the Shipments together with the Goods are provided by Shipper and directly handed over to SFHK. Shipper understands and agrees that SFHK has not (and will not) be involved in any preparation process before SFHK's reception of the Shipments (together with the inner and outer packaging). SFHK shall not make any express or implied declaration, statement or undertaking in relation to the appropriateness, safety specifications, feasibility and/or suitability of the inner and outer packaging.

In light of the aforesaid, if the Shipments are damaged or lost due to the packaging and/or preparation reasons under ordinary delivery process, Shipper shall bear all the risks and liabilities, SFHK shall not assume any responsibility therefor.

**2. Quantity of Goods discrepancy**

SFHK shall not be responsible for checking the quantity of Goods inside the Shipments for the Shipper. If the quantity of goods to be received is inconsistent with the actual quantity of Goods being received, the Shipper shall not deem it as a loss and shall not hold SFHK liable for whatever reason.

**3. No temperature-controlled or cold-chain delivery available**

Shipper understands and agrees that SFHK only provides general transportation of Shipments and does not provide temperature-controlled or cold-chain delivery. Shipper agrees not to make any claim against SFHK for any damage or deterioration to the Shipments or for any personal injury or death caused by consumption of the Goods inside the Shipments.

**4. Compensation and Shipment Protection Plus Service**

Subject to Clauses 1 to 3 above, Shipper understands and agrees that SFHK shall not make any compensation for any Shipment whose outer packaging has no obvious damage. If the outer packaging of the Shipment (with Goods inside) is completely lost due to SFHK's gross negligence, or the outer packaging of the Shipment is damaged due to SFHK's gross negligence, resulting in loss or damage to the enclosed Goods: (a) for Shipments that have not purchased Shipment Protection Plus Service, all claims that will be accepted by SFHK shall be settled in accordance with SF's Terms and Conditions of Carriage; or (b) for Shipments that have purchased Shipment Protection Plus Service, all claims that will be accepted by SFHK shall be settled in accordance with Terms and Conditions of Shipment Protection Plus Service. Shipper further acknowledges and agrees that if the Shipper, Receiver and/or anyone else with an interest in the Shipment wishes to make a claim against SFHK due to SFHK's gross negligence, Shipper, Receiver and/or anyone else with an interest in the Shipment must retain and provide SFHK with the outer packaging used for consignment, otherwise SFHK has the right not to accept such claim application.

**5. Other exemptions**

- a. The Shipper understands and agrees that if SFHK is unable to complete the Shipment delivery within the delivery times due to actual circumstances, SFHK shall not bear any legal responsibility or compensation for any damage and loss caused thereby.
- b. The Shipper understands and agrees that if the delivery address exceeds the delivery range of SFHK, or the Shipment may be redirected due to incomplete delivery information, SFHK shall not bear any legal responsibility or compensation for any damage and loss caused thereby. The Shipper shall still pay all relevant freight charges to SFHK, as well as all additional freight charges.
- c. The Shipper understands and agrees that if the Receiver rejects the Shipment or refuses to pay the

- required fees, such delivery shall be deemed as unsuccessful. SFHK shall inform the Shipper within a reasonable time after the delivery is unsuccessful and obtain instructions for the handling of the Shipment from the Shipper. However, SFHK reserves the right to reject the Shipper's instruction, and all related fees shall be borne by the Shipper.
- d. The Shipper understands and agrees that if the Shipper fails to provide proper instruction after SFHK informs the Shipper about the unsuccessful delivery, SFHK has the discretion on the disposal of the Shipment, and all related fees shall be borne by the Shipper. If SFHK finds the Goods inside the Shipment are fragile or will deteriorate, SFHK is entitled to decide on the disposal of the Shipment at its discretion. SFHK shall not bear any legal responsibility or compensation for any damage and loss caused thereby.
- e. The Shipper understands and agrees that the Shipper shall not hold SFHK liable for any loss or damage caused under the following (or in relation to) situations:
- i) Any behavior or negligence of any third party, including but not limited to the Shipper, designated receiver, or any government officials;
  - ii) The Goods inside the Shipment are damaged or broken, misplaced, heated, deteriorated, exploded, burnt, or contain any dangerous, fragile or fissile materials;
  - iii) The Shipper fails to take any specific measures based on the instruction of the waybill; or
  - iv) The Goods are prohibited items (including the contents of the Goods that contain or include such items).
6. The Shipper understands and agree that SFHK is not responsible for any indirect or consequential loss or damage, including but not limited to profits, revenue, rights, future loss or loss of anticipated savings, even if SFHK is informed of such damage or loss before or after the acceptance of Shipment for delivery.

**Shipper's responsibility**

7. Shipper shall undertake and indemnify SFHK from all third party's demands, claims, legal action, legal proceedings, costs, fees or expense incurred by SFHK, including but not limited to fines, storage fees, return and custody fees, duties and taxes for the delivery services provided by SFHK to the Shipper.
8. Shipper shall pay SFHK all the freight charges, service fees and other related fees (if any), Shipper shall in no event set off or deduct any fees receivable by SFHK.

**Others**

9. If this Disclaimer Agreement for Loss and Damage of Goods contradicts or differs from SF's Terms and Conditions of Carriage, this Disclaimer Agreement for Loss and Damage of Goods shall prevail.
10. For any matters within the scope of exemption in this Disclaimer Agreement for Loss and Damage of Goods, Shipper shall not hold SFHK liable in accordance with SF's Terms and Conditions of Carriage.
11. If there are different languages version of this Disclaimer Agreement for Loss and Damage of Goods, the Chinese version shall prevail in the event of any inconsistency.