



CRM 編號: (本公司專用)

4) 本人使用快遞服務的主要原因是：(可選擇多項)

What is your reason to use the express delivery services? (Tick all that apply)

☐ 本人從事商業銷售，透過快遞服務把產品運送給顧客 → 請填寫賣家部份 (第 5-9 項)

I engage in commercial sales and I deliver products to the customers by using express services → Please answer Seller Part (Question No.5-9)

☐ 本人使用快遞服務運送所購買的產品或個人物品 → 請填寫一般用家部份 (第 10-11 項)

I use express services to deliver products that I purchased or personal goods → Please answer General Consumer Part (Question No.10-11)

賣家部份 Seller Part:

5) 本人的銷售性質：(請選擇一項)

Which kind of business do you engage in? (Tick one box only)

☐ 研發設計 R&D ☐ 生產製造 Manufacturing ☐ 批發零售/貿易 Wholesaling

☐ 專業諮詢服務 Professional Consulting ☐ 多種角色 Multi-Roles

6) 本人主要銷售的產品：(請選擇一項)

Which of the following category best describes the products that you sell? (Tick one box only)

☐ 紡織或服裝 Textile and Garment ☐ 鞋履、皮革或手袋 Shoes, Leather Goods or Bags ☐ 日用品 Daily Necessities

☐ 食品、飲料或煙草製品 Food, Beverages or Tobacco Products ☐ 電子產品 Electronic Products ☐ 家庭用品 Household Items

☐ 家用電器 Household Electrical Appliances ☐ 五金、家具及室內裝飾材料 Hardware, Furniture and Interior Decoration Materials

☐ 機械設備、五金產品 Machinery and Equipment, Hardware Products ☐ 汽車、摩托車、燃料及零件 Automobiles, Motorcycles, Fuels and Parts

☐ 文化、體育用品或器材 Cultural, Sporting Goods or Equipment

☐ 礦產品、建築材料或化學工業產品 Mineral Products, Construction Materials or Chemical Industrial Products ☐ 其他 Other _____

7) 本人主要寄件的目的地：(可選擇多項)

Which of the following is the major destination for your shipments? (Tick all that apply)

☐ 香港 Hong Kong ☐ 澳門 Macau ☐ 台灣 Taiwan ☐ 中國 China ☐ 國際地區 International Area，請註明 Please state: _____

8) 本人主要下訂單的方式：(請選擇一項)

Which of the following is the major method you use for placing orders? (Tick one box only)

☐ 致電客戶服務熱線透過電話語音自助下單 Self-order placement via Customer Service Hotline Interactive Voice Response System

☐ 透過客服人員下單 Place order via Customer Service Representatives

☐ 自行到順豐速運服務中心或順豐站寄件 Place order at S.F. Express Service Center or S.F. Store，請註明地點 Please state the location: _____

☐ 網上下單 Place order online ☐ SFHK APP 下單 Place order via SFHK APP ☐ 微信下單 Place order via WeChat

9) 本人主要銷售的對象：(請選擇一項)

Which of the following is your key type of target customers? (Tick one box only)

☐ 商業客戶 (公司、店鋪等) Corporate Clients

☐ 個人客戶 Individual Consumers

一般用家部份 General Consumer Part:

10) 本人最常用的收件方式：(請選擇一項)

Which of the following is your preferred shipment pick-up method? (Tick one box only)

☐ 於順豐速運服務中心自取 Self-pick up at S.F. Express Service Center，請註明地點 Please state the location: _____

☐ 於順豐站自取 Self-pick up at S.F. Store，請註明地點 Please state the location: _____

☐ 於便利店自取 Self-pick up at convenience store，請註明地點 Please state the location: _____

☐ 於順豐智能櫃自取 Self-pick up at EF Locker，請註明地點 Please state the location: _____

☐ 於其他順豐速運授權服務站自取 Self-pick up at S.F. Express Authorized Service Point，請註明地點 Please state the location: _____

☐ 收派員上門派件 Door-to-door delivery ☐ 其他 Other _____

11) 最方便本人的收件時段：(請選擇一項)

Which of the following timeslot is most convenient for you to receive shipment? (Tick one box only)

☐ 09:00 - 11:59 ☐ 12:00 - 15:59 ☐ 16:00 - 19:00 ☐ 其他 Other _____

*** 須附文件 Documents Required ***

請必須附帶下列文件，以便處理。You must attach the following documents for processing of application.
以下資料只用作開設帳戶用途。 The documents required shall only be used for the purpose of this application.

- ☐ 申請人香港身份證副本 Copy of Applicant's Hong Kong Identity Card
- ☐ 最近三個月之有效住宅地址證明 Effective Residential Address Proof Dated Within the Latest Three Months
- ☐ 信用卡直接付款授權書 Credit Card Direct Debit Authorisation Form

本人確認上述所有資料真實完整。本人已細閱，理解並特此確認接受本申請表所附的條款及細則（“條款及細則”）。本人同意將被視為條款及細則中提及或定義的托運人，並特此同意如月結單上所述的日期起計 20 天內仍未繳清所有費用，順豐速運(香港)有限公司（“順豐速運”）可以絕對酌情決定取消本人月結帳戶，並就所造成的損失，費用和支出提起訴訟。除非雙方另有書面約定，否則當月結帳戶生效時，條款及細則將即時具有約束力，並同時取代雙方之間以前的所有口頭或書面協定，聲明，陳述，理解，談判和討論。

順豐速運提供的服務及產品均受有關條款及細則約束，詳情請參閱順豐速運官網 www.sf-express.com 的條款及細則。順豐速運保留更改條款及細則的權利，而無須另行通知。如有任何爭議，順豐速運保留最終決定權。

I confirm that all information given above is true and complete. I have read, understood and hereby confirm acceptance of the terms and conditions attached to this application form ("Terms and Conditions"). I agree that I will be deemed as the shipper as referred to or defined in the Terms and Conditions, and hereby acknowledge that in the event of failure to pay any amount due to S.F. Express (Hong Kong) Limited ("S.F. Express") within 20 (twenty) days from the date of the relevant monthly statement, S.F. Express may at its absolute discretion terminate my credit account, and sue for damages, costs and expenses incurred. Unless agreed otherwise by the parties in writing, the Terms and Conditions shall be binding immediately upon the opening of the credit account, which shall supersede all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties.

Please refer to our official website www.sf-express.com for the details of the terms and conditions apply to all services and products provided by S.F. Express. S.F. Express reserves the right to revise the terms and conditions without prior notice. In case of any dispute, the decision of S.F. Express shall be final.

x

申請人簽署
Applicant's Signature

申請日期
Date of Application

*請將表格正本及所須之文件一併以郵寄方式寄回本公司以下地址：

香港青衣青衣航運路 36 號亞洲物流中心 - 順豐大廈 9 樓銷售部收，並於信封面上注明《個人月結帳戶申請》

申請月結將一併開通順豐速運的電子賬單服務。

* Please post this original application form to the following address together with the documents required :

9/F, Asia Logistics Hub – SF Centre, 36 Tsing Yi Hong Wan Road, Tsing Yi, Hong Kong, Sales Department

Please specify 《Application of Personal Credit Account》 on the envelope

S.F. Express's E-Billing service will be activated upon your application of credit account.

順豐速運可能將客戶提供的資料用於本公司或本公司之業務夥伴作市場推廣及宣傳之用途。

The above information may be used by S. F. Express or S.F. Express's business partners for promotional purposes

☐ 本人不欲收到任何市場推廣或宣傳之訊息 I do not wish to receive promotional materials from S.F. Express

順豐速運(香港)有限公司專用 For S.F. Express (HK) Ltd. Use Only

Signature :

Date :

本《順豐運單條款和條件》、《個人月結付款方式條款》及《進出口快件清關客戶義務責任確認書》（下稱“本契約”）為順豐速運（香港）有限公司（下稱“順豐速運”或“本公司”）與寄件人/客戶之間訂立的契約，寄件人/客戶一經簽署《香港個人月結帳戶申請表格》，即被視為已明確理解和同意本《順豐運單條款和條件》、《個人月結付款方式條款》及《進出口快件清關客戶義務責任確認書》的各項條款，並同意切實執行。本契約如有任何變更，順豐速運將不另行通知，並視為自動更新。

《個人月結付款方式條款》

- 當本公司收到客戶填妥之申請書正本後會作審批，如獲通過會以書面通知客戶其編號及生效日期。個人月結帳戶生效時本契約亦同時生效。
- 個人月結申請客戶需於申請開戶日期後首三個月的總運費達到港幣\$500 或以上，否則本公司有權取消其月結帳戶。總費用包括但不限於燃油附加費、偏遠地區附加費、住宅附加費、特殊入倉服務費及其他特殊處理費等。
- 月結客戶必須於月結單上印有的到期付款日前繳付所有費用。若月結客戶未能依期繳付所有費用，本公司則有權額外向客戶收取逾期未繳的費用之 2%作為附加費。
- 如客戶於月結單上印有的發出日起計二十天內仍未繳清所有費用，本公司有權取消其月結帳戶，並循法律途徑追討一切損失。
- 本公司會直接於閣下登記之信用卡戶口中扣除月結戶口中的應付費用。
- 客戶編號只供申請表上的申請人使用。
- 客戶如欲終止個人月結帳戶，請致電 2787 1222 通知本公司會計部，財務結賬需時約十五個工作天。
- 如客戶超過六個月沒有使用本公司服務，本公司有權隨時終止客戶的個人月結帳戶而不作另行通知。
- 本公司保留修改以上一切條文的權利，及有權隨時終止客戶的個人月結帳戶，並即收回一切賬款。
- 客戶同意本公司在合乎相關法例的情況下可以使用、儲存、披露任何客戶詳情，及將其轉讓給任何本公司認為有合理需要的人士（包括但不限於自然人、商號、公司、法團及非法團性質的團體）。
- 本公司認為有需要或適當時，可將客戶詳情轉給在香港境內或境外的任何服務供應商，以便該(等)供應商為本公司進行資料處理或代表本公司向客戶提供任何服務。
- 以上條款受香港特別行政區法律約束及解釋，雙方提交並同意香港法院的非專有司法管轄。

《協議終止》

- 任何一方可透過書面通知於 7 個工作天通知期後終止本協議。而按照實際情況，雙方亦有權透過書面通知即時終止本協議。

《其他》

- 本協議僅用中文執行。如果在中文版本與其他語言的翻譯版本之間有任何差異，一概以中文本為準。
- 本協議下未提及之條款則以合同內容為準。

《順豐運單條款和條件》

當閣下使用順豐之服務時，作為「寄件人」，閣下代表您與快件的收件人（「收件人」）及其他持有該快件的權益的人士，同意本條款及細則均適用。若閣下之速運服務為冷鏈運輸服務（「冷運服務」），作為「寄件人」，閣下代表您與冷運快件的收件人（也被稱為「收件人」）及其他持有該冷運快件的權益的人士，進一步同意適用本條款及細則及專屬於冷運快件的《免責聲明》及《冷運快件貨故免賠協議書》。為免生疑問，若您所托寄的快件不是冷運快件，以下條款中涉及冷運服務的條款將不會適用。

1 定義

- 1.1 「順豐」、「我們」指順豐速運（香港）有限公司或順豐速運（澳門）有限公司（如適用）、或其接收該快件的附屬公司、分支機構、相關聯公司、代理人或獨立承辦商。
- 1.2 「快件」指單個運單中，順豐同意收寄的所有包裹，包括但不限於冷運快件。
- 1.3 「冷運快件」指單個運單中，順豐同意收寄的需通過冷鏈運輸的包裹。
- 1.4 「個人資料」是指任何可以直接或間接與個人有關的資料、可以切實可行地透過該資料確定有關人士的身份、及該資料的存在形式，讓人可切實可行地查閱及處理。
- 1.5 「條款和條件」指本條款和條件，順豐可隨時自行更改，而無需另行通知。為避免爭議，任何修改在順豐官方網站上發佈時立即生效並具有約束力。
- 1.6 「運單」包括任何由順豐或寄件人的自動系統制作的快件識別碼或文件，例如標籤、條碼或運單及任何其電子版本。

2 不接納的快件

寄件人同意，如發生以下情況，其快件則被視為不可接納：

- 2.1 國際航空貨運協會、國際民航組織及其它相關政府部門或組織所規定為有害物品、危險物品，禁運物品或限運物品；
- 2.2 未按照有關海關規定辦理報關手續的；
- 2.3 快件被列為危險物品，或者順豐認為不能安全地或合法地承運的快件，包括但不限於：涉及動物及其部分、貨幣、不記名票據、可流轉票據、偽冒貨品、貴重金屬和寶石、槍械及其組件、彈藥、人體殘肢、色情物品、非法毒品/藥物、會發出濃烈氣味之物品、疫苗、試劑、化學物品、乾冰、鮮活海鮮及肉類；或
- 2.4 收件人地址不正確、不完整或沒有正確標示，或快件包裝不全或不足而至不足以致未能確保快件能在一般及合理情況下安全運送。順豐有絕對權力因應其認為合適的方法處理，包括但不限於摧毀任何因應本條列明為不接納的快件。

3 查驗權

寄件人同意順豐或任何政府部門有權在沒有事先通知的情況下對快件進行開箱查驗。順豐不會對因上述查驗而導致的任何延誤或遺失或損壞或損毀造成的任何損失負責。如果寄件人是受他人委託寄件，還應當提供委託人的有效身份證件。

4 寄件人的保證和彌償責任

如寄件人違反有關法律法規或違反以下保證和陳述，寄件人應彌償並確保順豐免受相關損失或損害：

- 4.1 寄件人或其代理人提供的所有信息都是清晰可讀、完整和準確的；
- 4.2 若寄件人授權他人代為填寫的資訊，填寫內容應經寄件人本人確認的，被授權人的行為導致的風險由寄件人承擔；
- 4.3 快件是包裝穩妥及足以確保在一般及合理情況下安全運送，並在預備、儲存及運送到順豐期間受到保護，以免其受未經授權的干預。若涉及冷運服務，寄件人清楚明白、同意及接受順豐運送冷運快件期間可能存在溫差情況，寄件人同意自行評估冷運快件的內外包裝是否適合及能承受所有溫差而導致的任何損壞或損毀(包括食物安全)，並同意自行承擔所有溫差導致的風險；
- 4.4 若寄件人授權他人代為包裝，應確認該快件已採取合理謹慎包裝且符合安全運輸的標準，在快件的準備、倉儲和運輸過程中確保順豐免受不當干擾，被授權人行為導致的風險由寄件人承擔；
- 4.5 快件所有標識完整標準及描述準確；
- 4.6 快件符合進出口國家/地區（含寄件地、中轉地、目的地）海關、出口、入口、資料保障法律及其它法律法規的規定；
- 4.7 寄件人就向順豐提供及披露收件人的個人資料已獲得所有所需的批准；
- 4.8 除非另有約定，寄件人應及時提供正確清關資料和/或支付稅金、提供稅金憑證；
- 4.9 快件不得包含國家機關公文、國家保護野生動物和瀕危野生動物及其製品、假冒偽劣和侵權物品等法律法規禁止和限制寄遞的物品，不得通過寄遞渠道危害國家安全、公共安全和公民、法人、其他組織的合法權益；
- 4.10 運單由寄件人或其授權代表代表其本人和快件的收件人及其他持有該快件的權益的人士簽署或同意，本條款和條件構成對寄件人及其代表具有約束力和可強制執行的義務；及
- 4.11 無論順豐是否接受或拒絕快件，都不應被視為免除本第 4 條約定寄件人的保證和彌償責任或第 13 條約定順豐的責任限制。

5 申報價值

寄件人同意，運單上申報價值與快件的實際現金價值相等（「申報價值」）。快件的申報價值應以真實、有效的正本商業發票或收據為依據，順豐有唯一和絕對的酌情決定權決定接受、檢查和核實申報價值，或予以拒絕而無需說明理由。若快件的申報價值高於順豐官網公佈的申報價值上限，則順豐有權依據順豐的費用收取標準加收額外費用。為避免爭議，無論順豐是否接受或拒絕運單上附有申報價值的快件，都不應被視為免除第 4 條約定寄件人的保證和彌償責任或第 13 條約定順豐的責任限制。除已選用保價服務的快件外，順豐均依據本條款和條件的第 13 條約定承擔賠償責任。

6 運輸和路線

寄件人確認及同意一切路線及改道，包括快件經中途站運送的可能。

7 清關

- 7.1 順豐不會協助寄件人辦理冷運快件清關及其它手續。
- 7.2 除冷運快件之外的其他快件，寄件人委託順豐為其清關及通過海關運送快件的唯一代理人。順豐可以自行或委託第三方完成或委託第三方或按照順豐合理認為是授權人士的要求，將快件轉遞到收件人的報關代理或其他地址。
- 7.3 順豐會協助寄件人辦理除冷運快件之外的其他快件的清關及其它手續，此類協助將由寄件人自行承擔風險和費用。如海關當局就確認出/進口申報原因要求額外的文件，寄件人有責任提供所需文件並自行承擔費用。

8 快件延誤

順豐將按照其正常運送標準以合理的努力派送快件，但這些標準並不具有約束力，也不構成順豐與寄件人之間的合同的一部分。順豐不對由運輸延誤而導致的任何損失或損害承擔責任。

9 攬收、派送和無法派送

- 9.1 除非另有規定，寄件人寄件時可選擇由順豐收派員上門攬收快件，或在支持自寄服務的順豐站、順豐營業點、順豐合作點（冷運快件不適用）或特定的順豐智能櫃（冷運快件不適用）自寄。若寄件人需要順豐收派員在偏遠區域上門攬收快件的，寄件人應額外支付上門收件의 偏遠附加費，並同時適用順豐官網上公佈的《[偏遠附加費條款及細則](#)》。
- 9.2 快件不能派送到僅載郵政信箱或郵遞編號的地址。快件將被派遞到寄件人提供的收件人地址，但毋需派給該指定名稱的收件人。若收件人地址在偏遠區域，需要順豐收派員在偏遠區域上門派送快件的，寄件人應額外支付上門派件的偏遠附加費，並同時適用順豐官網上公佈的《[偏遠附加費條款及細則](#)》。寄件人亦可選擇使用「順回益」服務，在指定的免費取件限時內使用順豐智能櫃（冷運快件不適用）、順豐站或順豐營業點收取快件，超出免費取件限時者，應額外支付相應的「順回益」服務費用。選擇「順回益」服務時，應同時適用順豐官網上公佈的《[順回益服務條款與細則](#)》。
- 9.3 為免生疑問，在收件地址、順豐站或順豐營業點獲得的簽名或印章，或就派送到順豐智能櫃的快件於順豐系統生成快件提取記錄即構成快件已交付的充分證明；採用中央收集區的地址，快件將被派送到該接收點。
- 9.4 若有如下情形之一，順豐將以合理的努力將快件退還寄件人，因此額外發生的費用由寄件人支付：收件人拒絕接收快件或支付運費或關稅；根據第 2 條該快件則被認為是不可接受；海關認為低報了貨物的價值；無法合理確定或找到收件人。如不能退還快件，順豐可以在快件滯留超過順豐認為的適當時間（冷運快件為 4 個日曆日）後對快件進行放棄、處置或變賣，且無須就上述行為向寄件人或其他人承擔任何責任，所得收入將在扣除服務費用及相關管理費用後返還寄件人(如有)。

10 運費、關稅及其它費用

- 10.1 順豐的運費將按照貨物實際重量或體積重量中較高者計算，順豐可以對任何快件重新稱量和測量以確認其計算結果。
- 10.2 即使寄件人給出不同的付款指示，寄件人始終對所有費用承擔主要責任。在收件人或第三方支付費的情況下，寄件人應向順豐支付收件人或第三方支付但未支付的所有運費、關稅和其它費用。
- 10.3 國際件服務標準以收件方當地派送服務標準為順豐的服務承諾，如需增值服務應單獨購買，包括但不限於收件人面簽服務。

11 保價服務

- 11.1 保價服務是可選擇的增值服務，但保價服務不適用於所有冷運快件。
- 11.2 寄件人如選擇保價服務，順豐的責任將適用順豐官網上公佈的《[保價服務條款及細則](#)》，不再適用本條款和條件第 13 條，但本條款和條件其他條款仍繼續適用。
- 11.3 為免生疑問，除非本條款另有說明，對於冷運快件和/或未購買保價服務的快件，所有與順豐責任相關的條款和條件應適用本條款和條件第 13 條。

12 不可抗拒因素

順豐不會對由於超出順豐控制的情況造成的任何損失或損害負責，包括但不限於：行政當局以實際或明顯的權力行事、任何非順豐聘請或承包的人，包括寄件人、收件人、海關、政府部門或第三方的行為或遺漏、政府部門所施行的安全規例或其他適用於交付地點的安全規例、不可抗力一例如：暴亂、罷工、勞資糾紛、民間騷亂、病毒或疾病、通信和信息系統的故障或中斷（包括但不限於順豐的通信和信息系統）、航空或路面交通網絡中的任何干擾，如因天文現象、工業行動、對於電子音像圖片、資料或記錄的電磁性損壞或刪除及自然災害，包括但不限於地震、氣旋、風暴、洪水等。

13 順豐的責任

- 13.1 順豐對任何一件快件的責任，包括但不限於遺失或損毀，所承擔的責任僅限於實際直接損失、且不得超過本條款和條件第 13 條所規定的限額。順豐不承擔任何其它損失或損害（包括但不限於利潤、收入、利息及未來業務的損失），無論這些其它損失和損害是特殊性或是間接性，無論順豐是否在受理快件之前或之後知曉有這些損失或損害的風險。
- 13.2 順豐對任何一件快件僅基於以下規定承擔責任：
 - 13.2.1 對於冷運快件，順豐的責任在任何情況下不會超過冷運快件的申報價值，且不得超過每票 100 美元。
 - 13.2.2 除冷運快件外，a) 若快件的承運方式包含空運及最終目的地國家或經停國家為非出發地國家，在不影響本條款和條件的第 8 和 11 條約定的前提下，《華沙公約》或《蒙特利爾公約》應適用（以強制適用者為準）。若在該公約不適用的情況下，順豐的責任均在任何情況下不會超過貨物的申報價值，且不得超過以下各項中的較低者：100 美元、或 20.00 美元/公斤或 9.07 美元/磅。如快件的承運包含空運、陸運或其他方式運送，除非另有證據，否則任何損失或損害將被推定在空運階段發生；或 b) 若快件的承運為陸路運送，順豐的責任將根據國際公路貨物運送公約執行，或如國際公路貨物運送公約不適用的情況下，順豐的責任均在任何情況下不會超過貨物的申報價值，且不得超過以下各項中的較低者：100 美元、或 10.00 美元/公斤或 4.54 美元/磅。該責任限制同樣適用於在國內公路運輸情形下不存在根據國內運輸法律具有強制適用或更低責任標準的情況。
 - 13.2.3 每一快件只能提出一次索賠，且與該快件相關的所有損失或損壞的賠償是完全並最終的。如寄件人認為本條款和條件關於賠償的規定將不足以補償其損失，則應購買保價（冷運快件不適用）或自行投保。
 - 13.2.4 除非與相關適用法律衝突，快件的索賠需遵從以下規則：
 - a) 所有涉及快件損毀或短缺（可見的或隱蔽的）的索賠須在快件送達後 7 個日曆日內（冷運快件為 24 小時內）以書面方式向順豐提出，否則順豐將不再承擔任何責任；
 - b) 對於涉及路由中斷的快件，其索賠必須在順豐接受快件後的三十（30）天內以書面方式向順豐提出，否則順豐將不再承擔任何責任；
 - c) 若寄件人或收件人尚未支付所有運輸費用，順豐無義務受理任何索賠；
 - d) 索賠金額不可用於抵消任何運輸費用；及
 - e) 作為順豐考慮任何損失或損壞索賠的條件，收件人必須提供原快件和包裝材料供檢查，若收件人在簽收快件時沒有在快遞記錄上注明有任何損壞，則將視為快件被完好送達。
 - 13.2.5 所有評估快件損壞程度或遺失比例應該完全由順豐的絕對酌情決定權自行決定。

14 規管法律

除非與適用法律衝突，與本條款和條件有關的任何爭議將受到快件原寄件地國家/地區法院的非排他管轄，並適用於原寄件地國家/地區法律。

15 私隱政策

順豐矢志妥善保障由寄件人所提供的個人資料，並確保就收集、使用、處理、保留、披露、傳輸、保安及存取個人資料時均符合適用法律及法規和由順豐所發出的相關實務守則之規定。寄件人在此保證所有其提供的個人資料均為合法取得並已得到收件人的允許向順豐提供的。詳情請瀏覽於順豐官網上公佈的《私隱政策聲明》（處於香港特別行政區以外的寄件人/收件人，請參閱該國家/地區的順豐官網上公佈的私隱政策）。

16 可分割性

本條款和條件任何部分的無效性或不可執行性，不影響其他條款的效力和執行。

17 管轄語言

如果此運單(包括本條款和條件) 的不同語言版本有差異，則以中文版本為準。

《進出口快件清關客戶義務責任確認書》

對於國際快件收派服務，若寄件人（“甲方”）委任順豐（“乙方”）為快件進、出口報關代理，請甲方明確知悉並確認以下義務與責任：

1. 為完成進、出口清關手續，乙方可自行或委託第三方或應他人要求將承運的快件轉交給收件人的進口代理或運送到其它地點，只要乙方有合理理由判斷其已獲得必要授權。
2. 乙方僅出於自願協助甲方完成所必須的進、出口清關手續，由甲方自行承擔清關手續產生相應風險和費用。
3. 甲方寄遞的物品或貨物須符合進、出口國家/地區海關及其它法律法規的規定，不屬於禁止生產、銷售、傳播的物品，不屬於國家保護野生動物和瀕危野生動物及其製品等法律法規禁止和限制寄遞的物品，不得通過寄遞管道危害國家安全、公共安全和公民、法人、其他組織的合法權益。不得侵犯任何第三方相關知識產權，否則若海關等主管部門查驗扣件或任何第三方提起任何法律措施，對此造成的一切不利後果均由甲方承擔，乙方概不負責，且若造成我方損失，乙方有權要求甲方予以賠償。
4. 甲方所填寫的運單資訊及申報資訊須符合進、出口國家/地區海關等主管部門的要求、完整準確，不得對托寄物內容、重量、數量等資訊進行虛報、瞞報或拆單申報，托寄物品名須按照要求填報對應的必要申報要素（如材質、成分等），以及海關等主管部門要求的其他相關要求（例如貨物上應有“原產地標籤”等），否則若海關等主管部門查驗扣件或任何第三方提起任何法律措施，對此造成的一切不利後果均由甲方承擔，乙方概不負責，且若造成乙方損失，乙方有權要求甲方予以賠償。
5. 甲方須對寄遞物品或貨物價值進行如實填報，如已簽訂外貿合同，請按照實際成交條款與價格填寫。乙方會按照原寄件地依法申報；如無實際成交，請按照托寄物的實際市場價值填寫。
6. 乙方必須自行且促使收件方具備有效的出口商/進口商的相應資質，並且配合快件出/進口清關相應手續並提供所需檔，包括但不限於（具體以各國海關實際要求為準）：
 - 6.1 合同；
 - 6.2 發票；
 - 6.3 裝箱單；
 - 6.4 代理報關委託書；
 - 6.5 品牌授權書；

- 6.6 個人身份或企業資質證明；
- 6.7 托寄物價值證明；及
- 6.8 其他海關等主管部門要求的材料。
7. 若清關過程中海關等主管部門要求補充額外資料，甲方應在接到乙方通知後及時補充或促使收件方及時補充，否則乙方有權中止為甲方提供清關派送服務，並由甲方自行承擔對此造成的一切不利後果，且若造成乙方損失，乙方有權要求甲方予以賠償。
8. 若出現需由收件方承擔進口關稅或其他費用但收件方拒絕支付的情況，乙方有權向甲方收取並於下一結算週期與其他費用一併向甲方結算。若甲方選擇乙方提供的清關稅費代付服務，雙方應當另行簽署《清關稅費代付補充協議》。
9. 甲方於此明確知悉並同意，本附件中的“不利後果”包括但不限於：
 - 9.1 因托寄物無法清關而導致退運或者銷毀所產生的運費、操作費、處理費等一切費用；
 - 9.2 因托寄物清關延誤或無法清關而產生的額外倉租費用；
 - 9.3 因托寄物清關延誤、無法清關或拆單申報而導致海關等主管部門出具罰款或處分；
 - 9.4 因托寄物不符合進出口國家/地區海關及其它法律法規的規定或侵犯第三方相關知識產權而因遭受海關等主管部門處罰或第三方提起的法律措施所造成的處分、罰款、賠償等；及
 - 9.5 因甲方未遵守本確認書項下義務和責任而導致乙方遭受海關等主管部門處罰及乙方遭受的一切經濟、商譽損失。
10. 如果此《進出口快件清關客戶義務責任確認書》的不同語言版本有差異，則以中文版本為準。

《免責聲明》

若閣下使用順豐冷鏈運輸服務（「冷運服務」），作為「寄件人」，閣下代表您與冷運快件的收件人（「收件人」）及其他持有該冷運快件的權益的人士，同意適用本《免責聲明》：

為進一步保障食物安全，食物環境衛生署（食環署）已擬備規管售賣限制出售食物的許可證，針對售賣《食物業規例》（第132X章）附表2所指明限制出售的食物（限制食物詳情請瀏覽 http://www.fehd.gov.hk/english/licensing/Guide_on_Types_of_Licences_Required.html）的經營者（包括實體店經營者及網店經營者），欲申請者應向食環署提交申請書辦理手續。

針對以上事宜，順豐速運作為服務商發出以下免責聲明：

- 1 有關於限制出售食物提供者與與限制出售食物提供者所提供的交易內容、限制出售食物處理、服務以及在網頁上所提供的個人資料和限制出售食物內容等的真偽、正確性、可靠性、合法性以及有無侵害第三者權利的事項等的情報，順豐速運一概不負任何相關責任。
- 2 若食環署需要任何有關限制出售食物入口證或售賣許可證，請各客戶自行負責所有相關事項及責任，順豐速運作為服務商一概不負任何相關責任。

《冷運快件貨故免賠協議書》

若閣下使用順豐冷鏈運輸服務（「冷運服務」），作為「寄件人」，閣下代表您與冷運快件的收件人（「收件人」）及其他持有該冷運快件的權益的人士，同意適用本《冷運快件貨故免賠協議書》：

茲順豐為寄件人之冷運貨物、貨件及/或商品（以下統稱“冷運快件”）提供本地運送服務，雙方基於誠信原則訂立以下本免責協議：

1 順豐免責範圍

- 1.1 特殊類別冷運快件
寄件人明白及同意以下食物屬特殊類別食物，如寄件人要求順豐運送任何特殊類別食物，不管什麼原因導致任何冷運快件損壞或損毀（包括食物安全），順豐將不會因此承擔任何責任（包括但不限於食物安全），寄件人須自行承擔全部風險及責任：
 - 1.1.1 巧克力；
 - 1.1.2 冰鮮盤菜；
 - 1.1.3 急凍麵團；
 - 1.1.4 雪條、雪芭、雪糕及其相關製成品；
 - 1.1.5 馬卡龍；
 - 1.1.6 蛋糕（含忌廉蛋糕或含配件裝備的蛋糕）；
 - 1.1.7 蛋類；或
 - 1.1.8 刺身（含海膽）。
- 1.2 應收與實收冷運快件數量不符
順豐不會負責為寄件人點算冷運快件數量，當應收冷運快件數量與實際收取冷運快件數量不符時，寄件人不得視之為遺失，亦不得以任何理由歸責於順豐。
- 1.3 其他免責事項
 - 1.3.1 寄件人明白及同意順豐因實際情況無法於派送時段內完成派送，順豐不會對任何因延誤導致的損害和損失負上法律責任和賠償。
 - 1.3.2 如因收件地點超出順豐可派送的範圍，或因收件資料不詳而需轉寄，順豐不會對任何因延誤導致的損害和損失負上法律責任和賠償，寄件人除仍須向順豐支付所有相關運費，更須要支付所有額外的運費。
 - 1.3.3 如收件人拒絕收取冷運快件，該次派送則視為失敗，順豐將在派送失敗後合理時間內通知寄件人，並向寄件人尋求處理冷運快件的指示，但順豐保留拒絕接受寄件人指示的權利，而所有有關費用須由寄件人負責。
 - 1.3.4 如寄件人未能在順豐通知派送失敗後及時提供恰當的指示，順豐可酌情決定如何處置冷運快件，而所有有關的費用將會由寄件人負責。如順豐發現冷運快件屬於易損毀的或會變質的物品，順豐有權立即自行決定處置該冷運快件的方法。寄件人同意順豐不會因本條款引伸的任何損失付上責任及/或向寄件人賠償。
 - 1.3.5 寄件人明白和同意不會對順豐因下列（或與之相關）的情況所招致的損失或損害作任何法律追討：
 - a) 任何第三方的任何行為或疏忽，包括但不限於，客戶、指定接收人、或任何政府官員；
 - b) 冷運快件磨損及破裂、擺放錯亂、受熱、發黴、腐爛、變色、變質、爆炸、燃燒，或其中含有危險、易腐壞、對溫度敏感、運送期間可能存在溫差情況、易碎或易裂性物質；
 - c) 寄件人未能針對冷運快件運單上的指示採取任何特定的預防措施；或
 - d) 冷運快件屬於禁寄的物品（包括順豐不知運送物品的內含物包含或包括該等物品）。
- 1.4 順豐概不對間接或相應損失或損害承擔責任，包括但不限於利潤、收入、權益、未來業務或預期存款的損失，即使順豐在接收運送物品之前或之後知悉該等損失或損害的風險亦然。

2 客戶責任

- 2.1 寄件人須保證及負責所有第三方向順豐的索求、申索、訴訟、法律程序、成本、費用或開支的彌償，包括但不限於順豐為寄件人提供本地運送服務所招致、遭受或蒙受的罰款、貯存費用、回收及管理費、稅項及稅務。
- 2.2 寄件人必須全數支付順豐所有運費、服務費用及其他衍生的費用（如有），而不得以任何理由抵銷或扣減任何順豐應收的費用。

3 其他

- 3.1 如本《冷運快件貨故免賠協議書》與順豐的《[順豐運單條款和條件](#)》有任何抵觸或差異，一概以本《冷運快件貨故免賠協議書》為準。
- 3.2 凡涉及本《冷運快件貨故免賠協議書》免責約定的範圍內的事項，寄件人亦不得以《[順豐運單條款和條件](#)》向順豐主張任何責任。
- 3.3 如果此《冷運快件貨故免賠協議書》的不同語言版本有差異，則以中文版本為準。

These terms and conditions of “SF’s Terms and Conditions of Carriage”, “Terms and conditions of payment via company credit account” and “Letter of Confirmation for the Obligations and Responsibilities of Customs Clearance Customers of International Shipments” (hereinafter “this Agreement”) are entered into between the shipper/customer and S.F. Express (Hong Kong) Limited (hereinafter “S.F. Express”). The shipper/customer is deemed to have fully understood and agreed to these terms and conditions of “SF’s Terms and Conditions of Carriage”, “Terms and conditions of payment via company credit account” and “Letter of Confirmation for the Obligations and Responsibilities of Customs Clearance Customers of International Shipments” upon their signing of the “Hong Kong Company Credit Account Application Form”. S.F. Express shall be entitled to, at its sole discretion, amend the terms and conditions of this Agreement without prior notice.

Terms and conditions of payment via company credit account

1. S.F. Express will consider the application for company credit account (the “Account”) upon receipt of a duly executed original of this Application Form. Once the application is approved by S.F. Express, S.F. Express will inform the customer of the reference number and effective date of the Account by written notice. The terms and conditions of this Agreement shall be binding immediately upon the opening of the Account.
2. The application is only eligible to the customers spending HKD 500 or above in the last month. Total expenses include but not limited to Fuel Surcharge, Remote Area Surcharge, Residential Surcharge, Special Warehousing Service Charge, and Other Special Handling Fees. S.F. Express is entitled to terminate this credit account at any time if the customer’s average monthly expenses within the first three months after the application are less than HKD 500.
3. All amounts due to S.F. Express under this Agreement shall be paid by the customer before the expiry payment day specified in SF’s monthly statement. Otherwise, S.F. Express is entitled to charge, in addition to any amount owed by the customer, a surcharge that equals to 2% of any sums due but not paid.
4. If the customer fails to pay the outstanding amount due to S.F. Express within 20 (twenty) days from the date of the relevant monthly statement, S.F. Express may at its sole discretion terminate this Account and sue for damages, costs and expenses incurred.

5. The reference number for this Account shall only be used by the applicant (customer) as stated in the Application Form.
6. For termination of an Account, the customer should phone 2787 1222 to notify S.F. Express's accounting department. It will take approximately 15 (fifteen) working days to close the Account.
7. S.F. Express is entitled to terminate the Account at any time without notification if the customer does not employ S.F. Express's services for longer than 6 (six) months.
8. S.F. Express may at its sole discretion to amend the terms and conditions of this Agreement, terminate the Account and request the customer to settle the balance at any time.
9. The customer agrees that S.F. Express is entitled to use, store, reveal or transfer the customer's information to other persons (including but not limited to natural persons, shops, companies, corporations or non-incorporated institutions) that S.F. Express deems reasonable, in accordance with the applicable laws and regulations.
10. S.F. Express is entitled to transfer the customer's information to its sub-contractors (either in or outside of Hong Kong) for those sub-contractors to provide services to the customer or perform data procession on behalf of S.F. Express.
11. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong Special Administrative Region.

Paying for a Third-party

12. During the term of this Agreement, if the credit account number provided by a third party, be it a shipper or a consignee, is consistent with the credit account number of the Customer, all fees involved with the shipment (including the freight charge and value-added service fees) shall be credited to the Customer's credit account.
13. The Customer undertakes that all shipment using the Customer's credit account number shall be deemed as the Customer's own action, and shall be governed by the Contract and the terms of service attached thereto. The Customer shall bear all the potential risks arising from the leaking of its credit account number. It shall not be the reason for refusing the payment of fees.
14. S.F. Express only issues invoices to the Customer. S.F. Express will not reissue any invoice to any third party.
15. In the event when the Customer fails to settle any payments in full or on time as agreed in this Agreement and the terms of service attached thereto, S.F. Express has the right to terminate all services under this agreement.

Termination

16. Either party has the right to terminate this agreement upon 7 working days' prior written notice. According to the actual situation, both parties have the right to terminate this agreement with immediate effect by written notice.

Others

17. This agreement consists of a Chinese and English version. In case of any discrepancies between the Chinese and English version, the Chinese version shall prevail.
18. The parties shall be subject to terms in the Contract which are not specified in this agreement.

SF's 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. In the event that you use SF's cold chain logistics services ("Cold Chain Service"), you, as "Shipper", further agree, on your behalf and on behalf of the receiver of the cold chain shipment (also known as "Receiver") and anyone else with an interest in the cold chain shipment that these Terms and Conditions and the DISCLAIMER and the Disclaimer Agreement for Loss and Damage of Cold Chain Shipment specifically applicable to cold chain shipment shall apply. For avoidance of doubt, if your shipment is not cold chain shipment, the below terms regarding Cold Chain Service shall not 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, including but not limited to Cold Chain Shipment.
- 1.3 "Cold Chain Shipment" means all packages which are tendered to and accepted by us on one waybill which require cold chain transportation.
- 1.4 "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.
- 1.5 "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.
- 1.6 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, articles that emit a strong odor, vaccines, reagents, chemicals, dry ice, fresh seafood and meat; 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 but not limited to destroying 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 caused by any delay, loss, damage or destruction whatsoever due to such inspection. If the Shipper is entrusted by others to send Shipments, the Shipper is also required to provide identity proof of the actual consignor.

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 if the Shipper authorizes another person to complete the information on his, her or its behalf, the completed information shall be confirmed by the Shipper in person and the risks arising from the acts of the authorized person shall be taken by the Shipper;
- 4.3 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. When using Cold Chain Service, Shipper clearly understands, agrees and accepts that there may be temperature variation during the delivery of Cold Chain Shipments by SF. Shipper agree to evaluate by himself/herself/itself whether the inner and outer packaging of the Cold Chain Shipments is suitable and can withstand any damage or destruction (including food safety) caused by any temperature variation, and all risks arising from temperature variation shall be taken by the Shipper;
- 4.4 if the Shipper authorizes another person to pack the Shipment on his, her or its behalf, the Shipper shall make sure that the Shipment has been packed reasonably and carefully and meets the standards of safe transportation, that SF is protected against unauthorized interference during Shipment preparation, storage and transportation, and that the risks arising from the acts of the authorized person shall be taken by the Shipper;
- 4.5 the Shipment is properly described and correctly labelled;
- 4.6 the Shipment shall comply with all applicable customs, import, export, data protection laws and other laws and regulations of the import and export country/region (including but not limited to the place of shipment, transit place and destination);
- 4.7 Shipper has obtained all necessary consents in relation to Receiver's Personal Data provided and disclosed to SF;
- 4.8 unless otherwise specified, the Shipper shall provide correct customs clearance documents and/or pay duties and provide duty receipts in a timely manner;
- 4.9 the Shipment shall not contain official documents issued by government agencies, wild animals protected by the state, endangered wild animals and their products, counterfeit, fake and infringing articles and other articles prohibited or restricted by laws and regulations; and shall not jeopardize the national security, public security and legal rights of citizens, legal persons and other organizations through delivery channels;
- 4.10 the waybill has been signed or agreed by the Shipper or the Shipper's authorized representative on his, her or 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; and
- 4.11 regardless of whether SF accepts or rejects a Shipment, it shall not be constituted a waiver of the Shipper's Warranties and Indemnity under this clause 4 or SF's limitation of liability under clause 13 hereof.

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. For any Shipment with Declared Value in excess of the limit of declared value published on the official website of SF, the Shipper agrees that SF is entitled for additional charges in accordance with SF's charging standards. For the avoidance of doubt, regardless of whether SF accepts or rejects a Shipment with a Declared Value specified on the waybill, it shall not be constituted a waiver of the Shipper's Warranties and Indemnity under clause 4 hereof or SF's limitation of liability under clause 13 hereof. 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 SF will not assist in any customs clearance or any other procedures for Cold Chain Shipment.
- 7.2 For Shipment other than Cold Chain Shipment, 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.
- 7.3 To the extent that SF may voluntarily assist Shipper in completing the required customs and other formalities for Shipment other than Cold Chain Shipment, 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.

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 Collection, Deliveries and Undeliverable

- 9.1 Unless otherwise specified, Shipper can choose to have to-door collection by SF's courier or self-drop off Shipment at SF store, SF Business Station, SF Cooperation Point (not applicable for Cold Chain Shipment) or designated SF Locker (not applicable for Cold Chain Shipment) when shipping. If Shipper choose to-door collection of Shipment in remote area by SF's courier, Shipper shall pay the Remote Surcharge for to-door collection and the [Remote Surcharge Terms and Conditions](#) published on the official website of SF shall apply simultaneously.
- 9.2 Shipments cannot be delivered to addresses consisting solely of Post Office Boxes (PO boxes) or postal codes or ZIP codes. Shipments will be delivered to the Receiver's address given by Shipper, but it is not necessary to the named Receiver personally. If Shipper choose to have to-door delivery of Shipment in remote area by SF's courier, Shipper shall pay the Remote Surcharge for to-door delivery and the [Remote Surcharge Terms and Conditions](#) published on the official website of SF shall apply simultaneously. Shipper may also choose "SF Retention Service", by which the Shipper can collect the Shipments at the SF Locker (not applicable for Cold Chain Shipment), SF Store or SF Business Station within the designated free pick-up time, PROVIDED THAT when the designated free pick-up time is out, "SF Retention Service" Fees shall be paid. When choosing "SF Retention Service", [SF Retention Service Terms and Conditions](#) published on the official website of SF shall apply simultaneously.
- 9.3 For the avoidance of doubt, a signature or a chop obtained at the Receiver's address, SF Store or SF Business Station, or a shipment collection record generated by SF's system for Shipment delivered to SF locker, shall constitute sufficient proof of delivery of the Shipment. Shipments to addresses with central receiving area will be delivered accordingly.
- 9.4 If the following events occur, SF will use reasonable efforts to return the Shipment to the Shipper at the Shipper's additional costs: 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 customs believes that the value of the Shipment value has been under-reported; or the Receiver cannot be reasonably identified or located. If the Shipment cannot be returned, it may be released, disposed of or sold by SF after appropriate detention time as SF deemed fit (4 calendar days for Cold Chain Shipment) 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 remains primarily responsible for all charges regardless of different payment instruction given by Shipper. In case of payment by the Receiver or third party, Shipper shall pay to SF all freight charges, customs duties and other fees payable but not paid by the Receiver or third party.
- 10.3 Service standards of international shipments shall be subject to local pickup and delivery service standards at the place of the Receiver. Value-added service shall be purchased separately if needed, including but not limited to signature for acceptance by the Receiver.

11 Shipment Protection Plus Service

- 11.1 Shipment Protection Plus Service is an optional value-added service, but Shipment Protection Plus Service is not applicable for all Cold Chain Shipment.
- 11.2 If Shipper choose the Shipment Protection Plus Service, SF's liability shall be governed by [Terms and Conditions of Shipment Protection Plus Service](#) published on the official website of SF in place of clause 13 hereof; but other provisions of these Terms and Conditions shall continue to apply
- 11.3 For the avoidance of doubt, unless otherwise stipulated in this clause, for Cold Chain Shipment and/or any Shipment without Shipment Protection Plus Service, all provisions concerning SF's liabilities shall be governed by clause 13 hereof.

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, virus or diseases, 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, industrial action, electrical or magnetic damage to, or erasure of electronic or photographic images, data or recordings, and natural disasters including but not limited to 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, damage (whether in full or partially), 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 indirect loss or damage, actual use, business opportunities, loss of earnings, 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 For Cold Chain Shipment, SF's liability is limited to the Declared Value of the Cold Chain Shipment but shall in no event exceed USD100 per waybill.
- 13.2.2 For the Shipment other than Cold Chain Shipment: a) 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 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; or b) 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 USD10/kg or USD4.54/lb. 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.
- 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 (NOT APPLICABLE FOR COLD CHAIN SHIPMENT) OR MAKE ITS OWN INSURANCE ARRANGEMENTS.
- 13.2.4 Unless contrary to applicable laws, all claims of Shipment shall comply following provisions:-
- (a) All claims concerning shipment damage or shortage (visible or hidden) must be submitted in writing to SF within 7 calendar days (24 hours for Cold Chain Shipment) upon shipment delivery, otherwise SF shall no longer assume any liability whatsoever;
- (b) In case of route interruption, claims must be submitted in writing to SF within 30 days from the date SF accepted the Shipment; otherwise SF shall no longer assume any liability whatsoever;
- (c) SF is not obligated to act on any claim until all Shipment charges have been paid by Shipper or Receiver;
- (d) The Shipment charges shall not be offset against the claim amount; and
- (e) 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. Written notice of damage on the delivery record by the Receiver will be required, otherwise it will be deemed as the Shipment was delivered in good condition.
- 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/region 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 Chinese version shall prevail in the event of any inconsistency.

LETTER OF CONFIRMATION OF THE OBLIGATIONS AND RESPONSIBILITIES OF CUSTOMS CLEARANCE CUSTOMERS OF INTERNATIONAL SHIPMENTS

With respect to the pickup and delivery services for international shipments, if the Shipper ("Party A") entrusts SF ("Party B") to handle import and export customs clearance of shipments as its agent, Party A shall clearly understand and confirm the following obligations and responsibilities:

- In order to complete the formalities for import and export customs clearance, Party B may deliver or entrust a third party to deliver or at the request of another person deliver a shipment to an import agent or another place as long as Party B has judge on reasonable grounds that it has obtained necessary authorization.
- Party B assists Party A in completing the formalities required for import and export customs clearance only out of its voluntary will and Party A shall solely bear the risk and costs arising from such formalities.
- Goods or consignments sent by Party A shall comply with the customs provisions and other laws and regulations of the import and export countries / regions; not contain wild animals conserved by the state, endangered wild animals and their products, and items that are prohibited and restricted for delivery by laws and regulations; not jeopardize the national security, public security and legal rights of citizens, legal persons and other organizations through delivery channels; and not infringe on any third party's relevant intellectual property rights. Otherwise if the customs or any other competent department inspects and detains any shipment or any third party takes any legal action, all the adverse consequences caused thereby shall be borne by Party A and will not be borne by Party B; if any loss is caused thereby to Party B, Party B shall be entitled to require Party A to make compensation.
- The waybill information and declaration information filled in by Party A shall comply with the provisions of the import and export countries / regions and other laws and regulations and shall be complete and accurate; the content, weight, and quantity of the shipment shall not be falsely declared, concealed or separately declared and the name of the shipment shall comply with necessary declaration elements (for example, texture and ingredients) and other relevant requirements of the customs and other competent departments (for example, a "label for the place of origin" shall be attached to the goods); otherwise if the customs or any other competent department inspects and detains any shipment or any third party takes any legal action, all the adverse consequences caused thereby shall be borne by Party A and will not be borne by Party B; if any loss is caused thereby to Party B, Party B shall be entitled to require Party A to make compensation.
- Party A shall declare its consignment or consignment value truly and faithfully. If a foreign trade contract has been signed, the actual trading terms and price shall be completed as it stands. Party B will declare the same according to the measures of the customs of the origin on Determining Dutiable Value of Imported and Exported Commodities. If no actual trading price is available, the actual market value shall be completed.
- Party B must have and cause the receiver to have valid qualifications as an exporter / importer, offer cooperation for the formalities for import / export customs clearance of shipments and provide necessary documents, including without limitation (based on the actual requirements of each country's customs):
 - Contract;
 - Invoice;
 - Packing list;
 - Power of attorney for customs declaration on an agency basis;
 - Letter of brand authorization;
 - Certificate of personal identity or corporate qualifications;
 - Evidence on the value of the Shipment; and
 - Other materials required by the customs and other competent departments.

7. If the customs or any other competent department requires any additional material during customs clearance, Party A shall timely provide or cause the receiver to timely provide such material after receipt of Party B's notice; otherwise Party B is entitled to suspend provision of customs clearance and delivery services to Party A and all the adverse consequences caused thereby shall be solely borne by Party A; if any loss is caused thereby to Party B, Party B shall be entitled to require Party A to make compensation.
8. If the receiver shall bear import tariffs or other costs and refuses to pay the same, Party B shall be entitled to collect the same from Party A and settle the same with Party A together with the settlement of the next settlement cycle's other costs. If Party A chooses Party B's services for agency payment of customs clearance tariffs and charges, both parties shall separately sign the Delivered Duty Paid Supplementary Agreement.
9. Party A hereby clearly knows and agrees that the "adverse consequences" in this Letter include without limitation:
 - 9.1 All the costs arising from return or destruction of shipments whose customs clearance cannot be completed, including freight, operation charges and handling charges;
 - 9.2 Additional warehouse rental costs arising from delay or failure in customs clearance of shipments;
 - 9.3 Fines or punishments imposed by the customs or any other competent department due to delay or failure in customs clearance of shipments or separate declaration of a shipment;
 - 9.4 Punishments imposed by the customs or any other competent or penalties, fines or compensation arising from a third party's taking of any legal action because shipments fail to comply with the provisions of the import and export countries / regions and other laws and regulations or infringe on such third party's relevant intellectual property rights; and
 - 9.5 Punishments imposed by the customs or any other competent on Party B and all the economic and goodwill losses suffered by Party B because Party A fails to comply with its obligations and responsibilities under this Letter.
10. If there are different languages version of this LETTER OF CONFIRMATION OF THE OBLIGATIONS AND RESPONSIBILITIES OF CUSTOMS CLEARANCE CUSTOMERS OF INTERNATIONAL SHIPMENTS, the English version shall prevail in the event of any inconsistency.

DISCLAIMER

When using SF's cold chain logistics services ("Cold Chain Service"), you, as "Shipper", agree, on your behalf and on behalf of the Receiver of the Cold Chain Shipment and anyone else with an interest in the Cold Chain Shipment that this DISCLAIMER shall apply.

To further safeguard food safety, the Food and Environmental Hygiene Department (FEHD) has prepared permits to regulate the operators who sell restricted foods specified in Schedule 2 of the Food Business Regulation (Cap. 132X) (Please refer to http://www.fehd.gov.hk/english/licensing/Guide_on_Types_of_Licences_Required.html for details of restricted foods). For those who wish to apply, they should submit application to FEHD.

In relation to the above matter, S.F. Express as the service provider hereby issues the following disclaimer:

1. S.F. Express shall not be responsible for the truthfulness, accuracy, reliability, or legality of the information provided by the supplier, the transaction conducted by the supplier, the restricted foods sold, the service and the information on the website as well as the personal information of the supplier, or whether they infringe the rights of any third party.
2. If the FEHD requires an import license or other permit for sale of the restricted foods, it is your responsibility to obtain such a license or permit at your own expense, S.F. Express as the service provider will not accept any liability, obligation or responsibility whatsoever for any transaction made without the necessary license.

Disclaimer Agreement for Loss and Damage of Cold Chain Shipment

When using SF's cold chain logistics services ("Cold Chain Service"), you, as "Shipper", agree, on your behalf and on behalf of the receiver of the Cold Chain Shipment ("Receiver") and anyone else with an interest in the Cold Chain Shipment that this Disclaimer Agreement for Loss and Damage of Cold Chain Shipment shall apply:

Whereas SF provides local delivery services for Customer's cold chain goods, shipments and/or commodities (hereinafter collectively known as "Cold Chain Shipment"), both parties enter into this disclaimer agreement in the principle of integrity:

1 Scope of Disclaimer for SF

- 1.1 Special categories of Cold Chain Shipment
Customer understands and agrees that the following foods belong to special category foods. If Customer requires SF to deliver any special category foods, SF shall not be liable for any damage or loss (including food safety) to any Cold Chain Shipment for any reason. Customer shall personally bear all risks and responsibilities:
 - 1.1.1 Chocolate;
 - 1.1.2 Chilled dishes;
 - 1.1.3 Frozen dough;
 - 1.1.4 Ice bars, sorbet, ice-cream and related products;
 - 1.1.5 Macarons;
 - 1.1.6 Cake (including cream cake or cake with accessories);
 - 1.1.7 Eggs; or
 - 1.1.8 Sashimi (including sea urchin).
- 1.2 Cold Chain Shipment Quantity discrepancy
SF shall not be responsible for checking the quantity of the Cold Chain Shipment for Customer. If the quantity of the Cold Chain Shipment to be received is inconsistent with the actual quantity received, Customer shall not deem it as a loss and shall not hold SF liable for whatever reason.
- 1.3 Other disclaimers
 - 1.3.1 Customer understands and agrees that if SF fails to deliver the Cold Chain Shipment within the delivery time, SF will not be responsible and shall not be liable for any damage and loss due to such delay.
 - 1.3.2 If the delivery address exceeds the delivery range of SF, or the shipment has to be redirected due to incomplete delivery information, SF shall not be responsible and shall not be liable for any damage and loss due to such delay. Customer shall pay SF all the corresponding and additional freight charges.
 - 1.3.3 If the Receiver refuses to accept the Cold Chain Shipment, such delivery shall be deemed as unsuccessful. SF shall inform Customer within a reasonable time after the delivery is unsuccessful and obtain instructions for the handling of the Cold Chain Shipment from Customer. However, SF reserves the right to reject Customer's instructions. All related fees shall be borne by Customer.
 - 1.3.4 If Customer fails to provide proper instructions after SF informs Customer about the unsuccessful delivery, SF has the discretion on the disposal of the Cold Chain Shipment, and all related fees shall be borne by Customer. If SF finds the Cold Chain Shipment to be fragile or will deteriorate, SF is entitled to decide on the disposal method of the same at its discretion. Customer agrees that SF shall not be responsible for any loss arising from this clause.
 - 1.3.5 Customer understands and agrees not to hold SF liable for any loss or damage caused under the following (or in relation to the following) situations:
 - a) Any behavior or negligence of any third party, including but not limited to Customer, designated receiver, or any government officials;
 - b) The Cold Chain Shipments are damaged or broken, misplaced, heated, moldy, rotten, discolored, deteriorated, exploded, burnt, or contain any hazards, perishable, are temperature sensitive, may be subject to temperature difference during transportation, are fragile or fissile materials;
 - c) Customer fails to take any specific measures based on the instructions of the Cold Chain Shipment waybill; or
 - d) The Cold Chain Shipment contains prohibited items (including situation where SF has no knowledge that the shipment contains or include such items).
- 1.4 SF 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 SF is informed of such damage or loss before or after the acceptance of Shipment for delivery.

2 Customer's Responsibility

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

3 Others

- 3.1 If the terms and conditions of this Disclaimer Agreement for Loss and Damage of Cold Chain Shipment contradicts or differs from that of [SF's Terms and Conditions of Carriage](#), the terms and conditions of this Disclaimer Agreement for Loss and Damage of Cold Chain Shipment shall prevail.
- 3.2 For any matters within the scope of exemption in this Disclaimer Agreement for Loss and Damage of Cold Chain Shipment, Customer shall not hold SF liable in accordance with the [SF's Terms and Conditions of Carriage](#).
- 3.3 If there are different languages version of this Disclaimer Agreement for Loss and Damage of Cold Chain Shipment, the Chinese version shall prevail in the event of any inconsistency.