

# SF's Terms and Conditions of Cold Chain Carriage

When using SF's cold chain services 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 these Terms and Conditions shall apply.

## 1 Definitions

- 1.1 "SF", "us" and "our" refers to S.F. Express (Hong Kong) Limited or its subsidiary, branch, affiliate, agent, or independent contractor, which originally accepts such Cold Chain Shipment.
- 1.2 "Cold Chain Shipment" means all cold chain 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 upon its publication on the official website of SF.
- 1.5 A "waybill" shall include any Cold Chain 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 Cold Chain Shipments

Shipper agrees that its Cold Chain Shipment is deemed unacceptable if the following occurs:

- 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 organization;
- 2.2 the Cold Chain Shipments are classified as dangerous goods or SF believes that the Cold Chain Shipments cannot be carried safely or legally, including but not limited to counterfeit goods, human remains, illegal narcotics/drugs; articles that emit a strong odour; vaccines; reagents; chemicals; dry ice; fresh seafood and meat; or
- 2.3 Receiver's address is incorrect, incomplete or not properly marked or Cold Chain Shipment's packaging is defective or inadequate so that the same cannot be safely carried under ordinary and reasonable care. SF shall have the absolute right to deal with the same as it sees fit, including but not limited to destroying any unacceptable Cold Chain Shipment as specified in this clause.

### **3 Right to Inspect**

Shipper agrees that SF or any governmental authorities may open and inspect the Cold Chain Shipment without notice at any time. SF shall not be responsible for any loss whatsoever for any delay or loss or damage or destruction caused to the Cold Chain Shipment due to such inspection. If the Shipper is entrusted by others to send the shipments, the Shipper is also required to provide identity proof of the 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 Cold Chain Shipment was prepared securely and sufficiently packed to ensure safe transportation under ordinary and reasonable care and was protected against unauthorized interference during preparation, storage and transportation to SF;
- 4.4 the Shipper clearly understands, agrees and accepts that there may be temperature variation during the delivery of Cold Chain Shipments by SF. The Shipper must evaluate 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, all risks arising from temperature variation shall be taken by the Shipper;
- 4.5 if the Shipper authorizes another person to pack the Cold Chain Shipment on his, her or its behalf, the Shipper shall make sure that the Cold Chain Shipment is securely and sufficiently packed to ensure safe transportation with ordinary and reasonable care, that SF is protected against unauthorized interference during Cold Chain Shipment preparation, storage and transportation, and that the risks arising from the acts of the authorized person shall be taken by the Shipper;
- 4.6 the Cold Chain Shipment is properly described and correctly labelled;
- 4.7 the Cold Chain Shipment shall comply with all laws and regulations;
- 4.8 Shipper has obtained all necessary consents in relation to Receiver's Personal Data provided and disclosed to SF;
- 4.9 unless otherwise specified, the Shipper shall provide correct customs clearance documents and/or import licence in a timely manner;
- 4.10 the waybill has been confirmed and/or signed by the Shipper or the Shipper's authorized representative on its behalf and on behalf of the Receiver and anyone else with an interest in the

- Cold Chain 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 Cold Chain 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 Cold Chain Shipment ("Declared Value"). The Declared Value of a Cold Chain 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 the avoidance of doubt, regardless of whether SF accepts or rejects a Cold Chain 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. All Cold Chain Shipments cannot opt for 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 Cold Chain Shipment may be carried *via* intermediate stopping places.

## **7 Customs Clearance**

SF shall not assist Shipper in completing customs and other formalities.

## **8 Delay of Shipments**

SF will make reasonable efforts to deliver the Cold Chain 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 damage or loss whatsoever arising as a result of the delay caused by SF.

## **9 Deliveries and Undeliverable**

- 9.1 Cold Chain Shipments cannot be delivered to addresses consisting solely of Post Office Boxes (PO boxes) or postal codes or ZIP codes. Cold Chain Shipments will be delivered to the Receiver's address given by Shipper, but it is not necessary to the named Receiver personally. Shipper may also choose "SF Retention Service", by which the Shipper can collect the Cold Chain Shipments at 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”, [Terms and Conditions of “SF Retention Service”](#) published on the official website of SF shall apply simultaneously.
- 9.2 For the avoidance of doubt, a signature or a chop obtained at the Receiver’s address, SF Store or SF Business Station, shall constitute sufficient proof of delivery of the Cold Chain Shipment. Cold Chain Shipments to addresses with central receiving area will be delivered accordingly.
- 9.3 If the following events occur, SF will use reasonable efforts to return the Cold Chain Shipment to the Shipper at the Shipper’s additional costs: the Receiver refuses delivery of the Cold Chain Shipment; or the Cold Chain Shipment is deemed to be unacceptable in accordance with clause 2; or the Receiver cannot be reasonably identified or located. If the Cold Chain Shipment cannot be returned, it may be abandoned or disposed of by SF without incurring any liability whatsoever to the Shipper or anyone else. The time limit for abandoning or disposing of Cold Chain Shipment is: remain at SF Store or SF Business Station for more than 4 calendar days.

## **10 Cold Chain Shipment Charges and other charges**

- 10.1 SF’s Cold Chain Shipment charges are calculated according to the higher of actual or volumetric weight of Cold Chain Shipment and Cold Chain 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.

## **11 Shipment Protection Plus Service**

- 11.1 All Cold Chain Shipments cannot opt for Shipment Protection Plus Service.
- 11.2 For the avoidance of doubt, all 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, fog etc.

## **13 SF’s liability**

- 13.1 SF's liability in respect of any one Cold Chain Shipment, including but not limited to the liability of any delay or loss or damage or destruction, 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 food safety, 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 Cold Chain Shipment.
- 13.2 SF's liability in respect of any one Cold Chain Shipment shall be limited to the stipulation of the following:
  - 13.2.1 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 Claims are limited to one claim per every waybill for Cold Chain 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 MAKE ITS OWN INSURANCE ARRANGEMENTS.
  - 13.2.3 Unless contrary to applicable laws, all claims concerning Cold Chain Shipment damage or shortage (visible or hidden) must be submitted in writing to SF within 24 hours upon shipment delivery; otherwise SF shall no longer assume any liability whatsoever. SF is not obligated to act on any claim until all Cold Chain Shipment charges have been paid. The Cold Chain Shipment charges shall not be offset against the claim amount. Receipt of the Cold Chain Shipment by the Receiver without written notice of damage on the delivery record is *prima facie* evidence that the Cold Chain 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 of the Cold Chain Shipment available for inspection by SF.
  - 13.2.4 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.

## **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.