順豐速運(香港)有限公司 S.F. EXPRESS (HONG KONG) LIMITED

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

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www.sf-express.com

客戶服務熱線 Customer Service Hotline (852) 2730 0273

辦公室總線 General Hotline (852) 3123 6800

財務部電話 Finance Department Tel (852) 2922 2922 / 2787 1222

財務部傳真 Finance Department Fax (852) 2670 8530



Shipment Protection Plus (SPP) – Terms and Conditions

- 1. Shipment Protection Plus (SPP) is a valued-added service provided by S. F. Express (Hong Kong) Limited (hereinafter referred to as "SF"). When SPP is purchased by the Shipper, SF's liability will be governed by these Terms and Conditions in place of Clause 13 of <u>SF's Terms and Conditions of Carriage</u>, while other provisions of *SF's Terms and Conditions of Carriage* shall continue to apply.
- 2. SF's responsibilities under SPP shall commence with immediate effect from the time when SF receives the Shipment and will expire when the express delivery service is completed. Once SPP is purchased, Shipper is not entitled to rescind or terminate SPP during SF's carriage. Any recall of Shipment, suspension or termination of express delivery service by Shipper will not result in any refund of the SPP fee, and Shipper is liable to pay SPP fee if SPP fee has not yet been paid.
- 3. Shipment with SPP being purchased that required to be recalled by Shipper for whatever reason will be deemed to use SPP for such return and Shipper shall pay SPP fee for the return thereof, unless Shipper expressly declares not to use SPP before such return.
- 4. SF has the absolute discretion in deciding whether to provide SPP or withdraw SPP at any time. If SF decides to withdraw SPP, SF will refund the SPP fee without interest within two (2) working days.
- 5. SPP is not applicable to the following items:
 - 5.1 Unsafe or illegally transported items;
 - 5.2 Fragile items such as glass, ceramics, plaster, crystal etc.;
 - 5.3 Items that are difficult to store, including but not limited to any food;
 - 5.4 Items that are easy to rust, old equipment, damaged goods and items with value that is difficult to determine;
 - 5.5 Items without proper outer packaging. Parcels must be packed in cartons; and
 - 5.6 Declared value of the Shipment exceed the limit as stipulated hereunder: -
 - 1) SPP is only applicable for Shipment with declared value not exceeding or equal to HKD/MOP 1,000,000.
 - 2) For Shipment that involves document type (including but not limited to ID card, passport and other certificates, bills, approvals, files etc.), the declared value must be based on the application or replacement fee, with the maximum value capped at HKD/MOP 2,000, in case of excess, SPP service is not applicable to the excess part and the excess part will not be qualified for SPP and SPP compensation.
 - 3) Subject to the limitation hereinabove, SF applies different declared value limit for different shipment type. Please contact SF's customer service at (852)2730 0273 (Hong Kong) or (853) 2873 7373 (Macau) for more information.
- 6. Rules of Claim
 - 6.1 Application Document: SF shall be entitled to request claim application document at any time and Shipper is responsible to provide the following documents for review without any falsification, omission or rejection: -
 - 1) an accurate, actual and legal commercial invoice of the Shipment;
 - 2) other accurate, actual and legal documentation requested by SF in respect of the Shipment (such as order record, transaction record, customs declaration document, transportation information, payment voucher etc.);



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- 3) Shipper shall ensure that the declared value shall be consistent with the value indicated on the invoice and the other relevant documentation, falling which the lesser amount shall prevail (hereinafter referred to as the "<u>SPP Value</u>") and SF shall be entitled to charge Shipper the difference of the SPP fee with respect to the under-declared value at any time.
- 6.2 Claims Situation: SPP service shall only compensate partial or total loss or damage to the Shipment during SF's carriage which is **directly caused by SF**, otherwise the claim shall be rejected.
- 6.3 Procedure of Claim Settlement: Shipper submits application SF verifies the responsibility collection of claim settlement documentation SF assesses the <u>SPP Value</u> of the Shipment and the proportion of actual loss and damage release the assessment result (agree or reject) end if both parties agrees and sign the claim settlement document and arrange payment or if either party disagrees.

6.4 Compensation Standard:

- 1) Partial or total loss: compensation shall be made according to an amount in relation to the loss proportion (i.e. the SPP Value * the loss proportion);
- 2) Damage: If the damage of the Shipment is repairable, SF will compensate the repair cost within the <u>SPP Value</u>; If the Shipment is completely damaged beyond repair, SF will compensate for the actual loss within the SPP Value.
- 3) Notwithstanding the foregoing, if the items lost or damaged are document types (including but not limited to ID card, passport and other documents, bills, approvals, files etc.), SF will only compensate for the replacement fee, PROVIDED THAT in no event shall the total amount of compensation exceed the declared value and the maximum declared value set out in Clause 5.6 (2) (i.e. HKD/MOP2,000).

6.5 Exceptions:

- 1) SPP service shall not compensate any indirect loss or damage including but not limited to any potential incomes, profit, interest, actual use, business opportunities, business value and other loss or damage as claimed by Shipper;
- 2) SPP service shall not compensate any direct or indirect loss or damage beyond SF's control, including but not limited to acts of God (including earthquakes, cyclones, storms, floods, etc.), acts or omissions of relevant government departments or customs (including the detention of goods, etc.), laws or regulations, riots, strikes or other labor disputes, civil disturbances, failures or interruptions in communications and information systems (including but not limited to the communication and information systems of SF), any interference in the air or road traffic network or action or omission by Shipper (including insufficient information provided by Shipper etc.);
- 3) If Shipper makes a false statement, false declaration, forges or provides any untrue, inaccurate or illegal document about the Shipment, or the Shipment contains the items listed in Clause 5.1 to Clause 5.6, SF shall not be responsible to make any compensation, regardless of whether it is directly caused by SF; SF shall at the same time have rights to cancel the SPP service at any time without refunding any SPP fee, and all related expenses incurred shall be borne by Shipper, including but not limited to round trip freight charge, storage



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fee, insurance fee, transportation fee, warehousing fee etc.

6.6 Processing Time:

- 1) Claim processing time: Shipper must submit a written application to SF within 14 days from the date of dispatch or the date of delivery of oral or written notice of loss or damage (whichever is earlier). Notwithstanding any provisions herein or <u>SF's Terms and Conditions</u> of Carriage contained to the contrary, any failure to make a claim within 14 days shall be deemed to be a waiver of all right of recovery by Shipper;
- 2) Claim settlement processing time: For Shipper who has a credit account, SF will indicate and settle the claim on the monthly statement bill of that month after both parties sign the claim settlement document. For Shipper without any credit account, SF will complete the claim within three (3) to seven (7) working days after the signing of the claim settlement document by both parties and the amount of compensation will be refunded by bank transfer (limited to bank accounts opened in Hong Kong only).
- 7. Shipper hereby declares and confirms that Shipper will not claim any direct or indirect loss or damage from SF beyond any standard of compensation.
- 8. If compensation has been made with respect to any SPP Shipment, the ownership and all the rights thereof shall transfer to SF on a pro rata basis.
- 9. 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.
- 10. SF reserves the right to change these 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.
- 11. Once SPP is purchased, these Terms and Conditions shall be a supplementary agreement to the <u>SF's</u> <u>Terms and Conditions of Carriage</u>. If there is any conflict therein, these Terms and Conditions shall prevail. Anything not mentioned herein shall be subject to <u>SF's Terms and Conditions of Carriage</u>.
- 12. In case of any discrepancy between the Chinese and English versions of these Terms and Conditions, the Chinese version shall prevail.
- 13. For further enquiries, please contact our Customer Service Hotline at (852) 2730 0273 (Hong Kong) or (853) 2873 7373 (Macau).

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