



个人月结客户专用  
For Personal Credit Account  
Use

参考编号: (本公司专用)

CRM 编号: (本公司专用)

## 香港个人月结账户申请表格

### Hong Kong Personal Credit Account Application Form

#### 顾客资料 Customer Information

申请人姓名 (小姐/先生) Applicant Name ( Ms./ Mr.)	速运服务 <input type="checkbox"/> Courier Service	冷运服务 <input type="checkbox"/> Cold Chain Courier Service
居住地址 (需要地址证明) Residential Address (Proof of Address required)		
香港寄件地址 (如同上无需填写) Shipper Address in H.K. (Not applicable if same as above)		
申请人香港身份证号码 (必需填写) HKID Card No. (Required)	联络电话 Telephone No.	
手机号码 (必需填写) Mobile Phone No. (Required)	传真机号码 Fax No.	
电邮地址 (必需填写) Email Address (Required)	电子账单电邮地址 (如同电邮地址无需填写) E-Billing Email Address (Not applicable if same as Email Address)	
请以英文正楷填写 Please use English block letters		请以英文正楷填写 Please use English block letters
出生日期 (必需填写) Date of Birth (Required)	职业 (必需填写) Occupation (Required)	
预计每月运费支出: Estimated expenditure for shipment on each month :		
		港币 HKD
电子账单语言 Language of E-Billing:		
中文 Chinese <input type="checkbox"/>		英文 English <input type="checkbox"/>
如已有本公司之月结账户, 请列出有关账号: If the Applicant already has a credit account with S.F. Express, please provide the relevant account number:		
推荐人 Referee	(请注明本公司职员姓名及员工编号) (Please state our staff name and staff number)	

#### 备注 Remarks:

- 为保护环境, 减少纸张消耗, 所有新增月结账户只提供电子账单。如阁下选用纸质账单, 可获暂时豁免纸质账单行政费用, 但我司保留对选用纸质账单的客户收取行政费用之权利。  
To preserve a green world and save the environment through paperless billing, only E-Bills will be provided in relation to all new accounts. Administration fee will be temporarily waived if you use paper bills. However, we reserve the right of charging an administration fee on each set of paper bill in the future.
- 如阁下欲选用纸质账单, 于成功申请月结账户后, 请以书面形式传真至 (852) 2670 8530 或邮寄至香港青衣青衣航运路 36 号亚洲物流中心 - 顺丰大厦 9 楼顺丰速运(香港)有限公司-财务部, 并注明「申请纸质账单」。  
Customers may apply for the paper bills after successful application for the credit account by written notice and fax to (852) 2670 8530 or mail to S.F. Express (Hong Kong) Limited - Finance Department, 9/F, Asia Logistics Hub - SF Centre, 36 Tsing Yi Hong Wan Road, Tsing Yi, Hong Kong. Please kindly mark "Application for the paper bill".
- 个人月结账户的付款方式必须为信用卡自动转账。顺丰速运只接受香港发行的信用卡, 并不接受澳门、内地或其他地区所发行的信用卡。客户须填写**信用卡直接付款授权书**, 并连同此申请表格及所需文件一并交回。客户可于网上下载**信用卡直接付款授权书**: 进入顺丰速运官网 www.sf-express.com, 按[帮助中心]>[常用表格] The payment method for personal credit account is through Credit Card Autopay only. S.F. Express will only accept credit cards issued in Hong Kong, credit cards issued in Macau, Mainland China or other regions will not be accepted. Customer needs to fill in and submit the **Credit Card Direct Debit Authorisation Form** together with this application form and related document(s) for the application. Customers can download the **Credit Card Direct Debit Authorisation Form** from our Website: Go to S.F. Express Official Website, and click [Help Center]>[Useful Forms]
- 顺丰速运每月会于月结账单到期付款日当天从阁下登记之信用卡户口中直接扣除月结账户的应付费用。  
The billable charges will be debited from your credit card account directly on the due date shown on the Monthly Statement each month.
- 个人月结账户的信用额为港币\$4,000 或阁下不时向顺丰速运申请的信用额度。若月结账户的应付费用超过信用额, 顺丰速运将于第二个工作日天内从阁下登记之信用卡户口中直接扣除该月结账户的应付费用。  
The credit limit for personal credit account is HKD4,000 or such credit limit you apply with us from time to time. If the billable charges of credit account exceed the credit limit, S.F. Express shall directly debit such billable charges from your registered credit card account on the next working day.

请于以下适当空格内填上“✓”

Please tick the correct box below

1) 本人每月平均使用快递服务的次数 (包括所有快递公司): (请选择一项) How many times do you use express services in a month (including all express companies)? (Tick one box only)			
<input type="checkbox"/> 1-5 次 Times	<input type="checkbox"/> 6-10 次 Times	<input type="checkbox"/> 11-15 次 Times	<input type="checkbox"/> 16 次或以上 Times or above
2) 本人每月平均花费于快递服务的金额 (包括所有快递公司): (请选择一项) How much do you spend on express services in a month (including all express companies)? (Tick one box only)			
<input type="checkbox"/> 港币 HKD\$100 或以下 or below	<input type="checkbox"/> 港币 HKD\$101-\$500	<input type="checkbox"/> 港币 HKD\$501-\$1000	
<input type="checkbox"/> 港币 HKD\$1001-\$2000	<input type="checkbox"/> 港币 HKD\$2001-\$3000	<input type="checkbox"/> 港币 HKD\$3001 或以上 or above	

3) 本人的收件地址类型：(请选择一项)  
Which of the following best describes your shipping address? (Tick one box only)

住宅区 Residential Area      工业区 Industrial Area      商业区 Commercial District

4) 本人使用快递服务的主要原因是：(可选择多项)  
What is your reason to use the express delivery services? (Tick all that apply)

本人从事商业销售，透过快递服务把产品运送给顾客 → 请填写**卖家部份** (第 5-9 项)  
I engage in commercial sales and I deliver products to the customers by using express services → Please answer **Seller Part** (Question No.5-9)

本人使用快递服务运送所购买的产品或个人物品 → 请填写**一般部份** (第 10-11 项)  
I use express services to deliver products that I purchased or personal goods → Please answer **General Part** (Question No.10-11)

**卖家部份 Seller Part:**

5) 本人的销售性质：(请选择一项)  
Which kind of business do you engage in? (Tick one box only)

研发设计 R&D      生产制造 Manufacturing      批发零售/贸易 Wholesaling  
专业咨询服务 Professional Consulting      多种角色 Multi-Roles

6) 本人主要销售的产品：(请选择一项)  
Which of the following category best describes the products that you sell? (Tick one box only)

纺织或服装 Textile and Garment    鞋履、皮革或手袋 Shoes, Leather Goods or Bags    日用品 Daily Necessities  
食品、饮料或烟草制品 Food, Beverages or Tobacco Products    电子产品 Electronic Products    家庭用品 Household Items  
家用电器 Household Electrical Appliances    五金、家具及室内装饰材料 Hardware, Furniture and Interior Decoration Materials  
机械设备、五金产品 Machinery and Equipment, Hardware Products    汽车、摩托车、燃料及零件 Automobiles, Motorcycles, Fuels and Parts  
文化、体育用品或器材 Cultural, Sporting Goods or Equipment  
矿产品、建筑材料或化学工业产品 Mineral Products, Construction Materials or Chemical Industrial Products    其他 Other\_\_\_\_\_

7) 本人主要寄件的目的地：(可选择多项)  
Which of the following is the major destination for your shipments? (Tick all that apply)

香港 Hong Kong    澳门 Macau    台湾 Taiwan    中国 China    国际地区 International Area, 请注明 Please state:\_\_\_\_\_

8) 本人主要下订单的方式：(请选择一项)  
Which of the following is the major method you use for placing orders? (Tick one box only)

致电客户服务热线透过电话语音自助下单 Self-order placement via Customer Service Hotline Interactive Voice Response System  
透过客服人员下单 Place order via Customer Service Representatives  
自行到顺丰速运服务中心或顺丰站寄件 Place order at S.F. Express Service Center or S.F. Store, 请注明地点 Please state the location:\_\_\_\_\_

网上下单 Place order online    SFHK APP 下单 Place order via SFHK APP    微信下单 Place order via WeChat

9) 本人主要销售的对象：(请选择一项)  
Which of the following is your key type of target customers? (Tick one box only)

商业客户 (公司、店铺等) Corporate Clients      个人客户 Individual Consumers

**一般部份 General Part:**

10) 本人最常用的收件方式：(请选择一项)  
Which of the following is your preferred shipment pick-up method? (Tick one box only)

于顺丰速运服务中心自取 Self-pick up at S.F. Express Service Center, 请注明地点 Please state the location:\_\_\_\_\_

于顺丰站自取 Self-pick up at S.F. Store, 请注明地点 Please state the location:\_\_\_\_\_

于便利店自取 Self-pick up at convenience store, 请注明地点 Please state the location:\_\_\_\_\_

于顺丰自助柜自取 Self-pick up at SF Locker, 请注明地点 Please state the location:\_\_\_\_\_

于其他顺丰速运授权服务站自取 Self-pick up at S.F. Express Authorized Service Point, 请注明地点 Please state the location:\_\_\_\_\_

收派员上门派件 Door-to-door delivery      其他 Other\_\_\_\_\_

11) 最方便本人的收件时段：(请选择一项)  
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\_\_\_\_\_

**\*\*\* 须附文件 Documents Required \*\*\***

请必须附带下列文件，以便处理。You must attach the following documents for processing of application.  
以下资料只用作开设帐户用途。 The documents required shall only be used for the purpose of this application.

- 申请人香港身份证副本 Copy of Applicant's Hong Kong Identity Card
- 最近三个月之有效住宅地址证明 Effective Residential Address Proof Dated Within the Latest Three Months
- 信用卡直接付款授权书 Credit Card Direct Debit Authorisation Form

本人确认上述所有数据真实完整。本人已细阅，理解并特此确认接受本申请表所附的条款及细则（“条款及细则”）。本人同意将被视为条款及细则中提及或定义的托运人，并特此同意如月结单上所述的日期起计 20 天内仍未缴清所有费用，顺丰速运(香港)有限公司（“顺丰速运”）可以绝对酌情决定取消本人月结账户，并就所造成的损失，费用和支出提起诉讼。除非双方另有书面约定，否则当月结账户生效时，条款及细则将实时具有约束力，并同时取代双方之间以前的所有口头或书面协议，声明，陈述，理解，谈判和讨论。

顺丰速运提供的服务及产品均受有关条款及细则约束，详情请参阅顺丰速运官网 [www.sf-express.com](http://www.sf-express.com) 的条款及细则。顺丰速运保留更改条款及细则的权利，而无须另行通知。如有任何争议，顺丰速运保留最终决定权。

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](http://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

\_\_\_\_\_  
申请人签署  
Applicant's Signature

\_\_\_\_\_  
申请日期  
Date of Application

**\*请将表格正本及所须之文件一并以邮寄方式寄回本公司以下地址:**

香港青衣青衣航运路 36 号亚洲物流中心 - 顺丰大厦 9 楼销售部收，并于信封面上注明《个人月结账户申请》  
申请月结将一并开通顺丰速运的电子账单服务。

**\* 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.

顺丰速运可能将客户提供的数据用于本公司或本公司之业务伙伴作市场推广及宣传之用途。

**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场推广或宣传之讯息 I do not wish to receive promotional materials from S.F. Express

**顺丰速运(香港)有限公司专用 For S.F. Express (Hong Kong) Limited's Use Only**

MD: <input type="checkbox"/> CQ Date:	Area Code: <input type="checkbox"/> Q <input type="checkbox"/> UQ	C N/ No.: <input type="checkbox"/> R <input type="checkbox"/> A <input type="checkbox"/> NR
CL:		
S N/No.: <input type="checkbox"/> R <input type="checkbox"/> NR	Reason:	Date:
M N/No.: <input type="checkbox"/> R <input type="checkbox"/> NR	Signature	
Reason:		Date:
FAD: Result: <input type="checkbox"/> Approve <input type="checkbox"/> Not Approve	Signature:	
Reason:	Date:	

本《个人月结付款方式条款》、《顺丰运单条款和条件》及《进出口快件清关客户义务责任确认书》(下称“本契约”)为顺丰速运(香港)有限公司(下称“顺丰速运”或“本公司”)与寄件人/客户之间订立的契约,寄件人/客户一经签署《香港个人月结账户申请表》,即被视为已明确理解和同意本《个人月结付款方式条款》、《顺丰运单条款和条件》及《进出口快件清关客户义务责任确认书》的各项条款,并同意切实执行。本契约如有任何变更,顺丰速运将不另行通知,并视为自动更新。

#### 《个人月结付款方式条款》

1. 当本公司收到客户填写妥之申请书正本后会作审批,如获通过会以书面通知客户其编号及生效日期。个人月结账户生效时本契约亦同时生效。
2. 个人月结申请客户需于申请开户日期后首三个月的总运费达到港币\$500或以上,否则本公司有权取消其月结账户。总费用包括但不限于燃油附加费、偏远地区附加费、住宅附加费、特殊入仓服务费及其他特殊处理费等。
3. 个人月结客户必须于月结单上印有的到期付款日前缴付所有费用。若客户未能依期缴付所有费用,本公司则有权额外向客户收取逾期未缴的费用之2%作为附加费。
4. 如个人月结客户于月结单上印有的发出日起计二十天内仍未缴清所有费用,本公司有权取消其月结账户,并循法律途径追讨一切损失。
5. 本公司会直接向于阁下登记之信用卡户口中扣除月结户口中的应付费用。
6. 客户编号只供申请表上的申请人使用。
7. 客户如欲终止个人月结账户,请致电 2787 1222 通知本公司会计部,财务结账需时约十五个工作日。
8. 如客户超过六个月没有使用本公司服务,本公司有权随时终止客户的个人月结账户而不作另行通知。
9. 本公司保留修改以上一切条文的权利,及有权随时终止客户的个人月结账户,并实时收回一切账款。
10. 客户同意本公司在合乎相关法例的情况下可以使用、储存、披露任何客户详情,并将其转让给任何本公司认为有合理需要的人士(包括但不限于自然人、商号、公司、法团及非法团性质的团体)。
11. 客户同意本公司在合乎相关法例的情况下可将客户详情转给在香港境内或境外的任何服务供货商,以便该(等)供货商为本公司进行数据处理或代表本公司向客户提供任何服务。
12. 以上条款受香港特别行政区法律约束及解释,双方提交并同意香港法院的非专有司法管辖。

#### 《协议终止》

13. 任何一方可透过书面通知于7个工作日通知期后终止本协议。而按照实际情况,双方亦有权透过书面通知实时终止本协议。

#### 《其他》

14. 本协议仅用中文执行。如果在中文版本与其他语言的翻译版本之间有任何差异,一概以中文本为准。
15. 本协议下未提及之条款则以合同内容为准。

#### 《顺丰运单条款和条件》

当阁下使用顺丰之服务时,作为「寄件人」,阁下代表您与快件的收件人(「收件人」)及其他持有该快件的权益的人士,同意本条款及细则均适用。若阁下之速运服务为冷链运输服务(「冷链服务」),作为「寄件人」,阁下代表您与冷链快件的收件人(也被称为「收件人」)及其他持有该冷链快件的权益的人士,进一步同意适用本条款及细则及专属于冷链快件的《免责声明》及《冷链快件货故免赔协议书》。为免生疑问,若您所托寄的快件不是冷链快件,以下条款中涉及冷链服务的条款将不会适用。

#### 1 定义

- 1.1 「顺丰」、「我们」指顺丰速运(香港)有限公司或顺丰速运(澳门)有限公司(如适用)、或其接收该快件的附属公司、分支机构、相关公司、代理人或独立承包商。
- 1.2 「快件」指单个运单中,顺丰同意收寄的所有包裹,包括但不限于冷链快件。
- 1.3 「冷链快件」指单个运单中,顺丰同意收寄的需通过冷链运输的包裹。
- 1.4 「个人资料」是指任何可以直接或间接与个人有关的数据、可以切实可行地透过该资料确定有关人士的身份、及该资料的存在形式,让人可切实可行地查阅及处理。
- 1.5 「条款和条件」指本条款和条件,顺丰可随时自行更改,而无需另行通知。为避免争议,任何修改在顺丰官方网站上发布时立即生效并具有约束力。
- 1.6 「运单」包括任何由顺丰或寄件人的自动系统制作的快件标识符或文件,例如标签、条形码或运单及任何其电子版本。

#### 2 不接纳的快件

寄件人同意,如发生以下情况,其快件则被视为不可接纳:

- 2.1 国际航空货运协会、国际民航组织及其它相关政府部门或组织所规定为有害物品、危险物品,禁运物品或限运物品;
- 2.2 未按照有关海关规定办理报关手续的;
- 2.3 快件被列为危险物品,或者顺丰认为不能安全地或合法地承运的快件,包括但不限于:涉及动物及其部分、货币、不记名票据、可流转票据、假冒伪劣、贵重金属和宝石、枪械及其组件、弹药、人体残肢、色情物品、非法毒品/药物、会发出浓烈气味之物品、疫苗、试剂、化学物品、干冰、鲜活海鲜及肉类;或
- 2.4 收件人地址不正确、不完整或没有正确标示,或快件包装不全或不足而不足以导致未能确保快件能在一般及合理情况下安全运送。顺丰有绝对权力因其认为合适的方法处理,包括但不限于摧毁任何因应本条例明为不接纳的快件。

#### 3 查验权

寄件人同意顺丰或任何政府部门有权在没有事先通知的情况下对快件进行开箱查验。顺丰不会对因上述查验而导致的任何延误或遗失或损坏或损毁造成的任何损失负责。如果寄件人是受他人委托寄件,还应当提供委托人的有效身份证件。

#### 4 寄件人的保证和弥偿责任

如寄件人违反有关法律法规或违反以下保证和陈述,寄件人应赔偿并确保顺丰免受相关损失或损害:

- 4.1 寄件人或其代理人提供的信息都是清晰可读、完整和准确的;
- 4.2 若寄件人授权他人代为填写的信息,填写内容应经寄件人本人确认的,被授权人的行为导致的风险由寄件人承担;
- 4.3 快件是包装稳妥及足以确保在一般及合理情况下安全运送,并在预备、储存及运送到顺丰期间受到保护,以免其受未经授权干预。若涉及冷链服务,寄件人清楚明白、同意及接受顺丰运送冷链快件期间可能存在温差情况,寄件人同意自行评估冷链快件的内外包装是否适合及能承受所有温差而导致的任何损坏或损毁(包括食物安全),并同意自行承担所有温差导致的风险;
- 4.4 若寄件人授权他人代为包装,应确认该快件已采取合理谨慎包装且符合安全运输的标准,在快件的准备、仓储和运输过程中确保顺丰免受不当干扰,被授权人行为导致的风险由寄件人承担;
- 4.5 快件所有标识完整标准及描述准确;
- 4.6 快件符合进出口国家/地区(含寄件地、中转地、目的地)海关、出口、入口、资料保障法律及其它法律法规的规定;
- 4.7 寄件人就向顺丰提供及披露收件人的个人资料已获得所有所需的批准;
- 4.8 除非另有约定,寄件人应及时提供正确清关数据和/或支付税金、提供税金凭证;
- 4.9 快件不得包含国家机关公文、国家保护野生动物和濒危野生动物及其制品、假冒伪劣和侵权物品等法律法规禁止和限制寄递的物品,不得通过寄递渠道危害国家安全、公共安全和公民、法人、其他组织的合法权益;
- 4.10 运单由寄件人或其授权代表代表其本人和快件的收件人及其他持有该快件的权益的人士签署或同意,本条款和条件构成对寄件人及其代表具有约束力和可强制执行的义务;及
- 4.11 无论顺丰是否接受或拒绝快件,都不应被视为免除本第4条约定寄件人的保证和弥偿责任或第13条约定顺丰的责任限制。

#### 5 申报价值

寄件人同意,运单上申报价值与快件的实际现金价值相等(「申报价值」)。快件的申报价值应以真实、有效的正本商业发票或收据为依据,顺丰有唯一和绝对的酌情决定权决定接受、检查和核实申报价值,或予以拒绝而无需说明理由。若快件的申报价值高于顺丰官网公布的申报价值上限,则顺丰有权依据顺丰的费用收取标准加收额外费用。为避免争议,无论顺丰是否接受或拒绝运单上附有申报价值的快件,都不应被视为免除第4条约定寄件人的保证和弥偿责任或第13条约定顺丰的责任限制。除已选用保价服务的快件外,顺丰均依据本条款和条件的第13条约定承担赔偿责任。

#### 6 运输和路线

寄件人确认及同意一切路线及改道,包括快件经中途站运送的可能。

#### 7 清关

- 7.1 顺丰不会协助寄件人办理冷链快件清关及其它手续。
- 7.2 除冷链快件之外的其他快件,寄件人委托顺丰为其清关及通过海关运送快件的唯一代理人。顺丰可以自行或委托第三方完成或委托第三方或按照顺丰合理认为是授权人士的要求,将快件转递到收件人的报关代理或其他地址。
- 7.3 顺丰会协助寄件人办理除冷链快件之外的其他快件的清关及其它手续,此类协助将由寄件人自行承担风险和费用。如海关当局就确认出/进口申报原因要求额外的文件,寄件人有责任提供所需文件并自行承担费用。

#### 8 快件延误

顺丰将按照其正常运送标准以合理的努力派送快件，但这些标准并不具有约束力，也不构成顺丰与寄件人之间的合同的一部分。顺丰不对由运输延误而导致的任何损失或损害承担责任。

## 9 揽收、派送和无法派送

- 9.1 除非另有规定，寄件人寄件时可选择由顺丰收派员上门揽收快件，或在支持自寄服务的顺丰站、顺丰营业点、顺丰合作点（冷运快件不适用）或特定的顺丰自助柜（冷运快件不适用）自寄。若寄件人需要顺丰收派员在偏远区域上门揽收快件的，寄件人应额外支付上门收件件的偏远附加费，并同时适用顺丰官网上公布的《[偏远附加费条款及细则](#)》。
- 9.2 快件不能派送到仅载明邮政信箱或邮编编号的地址。快件将被派送到寄件人提供的收件人地址，但无需派给该指定名称的收件人。若收件人地址在偏远区域，需要顺丰收派员在偏远区域上门派送快件的，寄件人应额外支付上门派件的偏远附加费，并同时适用顺丰官网上公布的《[偏远附加费条款及细则](#)》。寄件人亦可选择使用「顺回益」服务，在指定的免费取件限时内使用顺丰自助柜（冷运快件不适用）、顺丰站或顺丰营业点收取快件，超出免费取件限时者，应额外支付相应的「顺回益」服务费用。选择「顺回益」服务时，应同时适用顺丰官网上公布的《[顺回益服务条款与细则](#)》。
- 9.3 为免生疑问，在收件地址、顺丰站或顺丰营业点获得的签名或印章，或就派送到顺丰自助柜的快件于顺丰系统生成快件提取记录即构成快件已交付的充分证明；采用中央收集区的地址，快件将被派送到该接收点。
- 9.4 若有如下情形之一，顺丰将以合理的努力将快件退还寄件人，因此额外发生的费用由寄件人支付：收件人拒绝接收快件或支付运费或关税；根据第 2 条该快件则被认为是不可接受；海关认为低报了货物的价值；无法合理确定或找到收件人。如不能退还快件，顺丰可以在快件滞留超过顺丰认为的适当时间（冷运快件为 4 个日历日）后对快件进行放弃、处置或变卖，且无须就上述行为向寄件人或其他人承担任何责任，所得收入将在扣除服务费用及相关管理费用后返还寄件人（如有）。

## 10 运费、关税及其它费用

- 10.1 顺丰的运费将按照货物实际重量或体积重量中较高者计算，顺丰可以对任何快件重新称量和测量以确认其计算结果。
- 10.2 即使寄件人给出不同的付款指示，寄件人始终对所有费用承担主要责任。在收件人或第三方付费的情况下，寄件人应向顺丰支付收件人或第三方应支付但未支付的所有运费、关税和其它费用。
- 10.3 国际件服务标准以收件方当地派送服务标准为顺丰的服务承诺，如需增值服务应单独购买，包括但不限于收件人面签服务。

## 11 保价服务

- 11.1 保价服务是可选择的增值服务，但保价服务不适用于所有冷运快件。
- 11.2 寄件人如选择保价服务，顺丰的责任将适用顺丰官网上公布的《[保价服务条款及细则](#)》，不再适用本条款和条件第 13 条，但本条款和条件其他条款仍继续适用。
- 11.3 为免生疑问，除非本条款另有说明，对于冷运快件和/或未购买保价服务的快件，所有与顺丰责任相关的条款和条件应适用本条款和条件第 13 条。

## 12 不可抗力因素

顺丰不会对由于超出顺丰控制的情况造成的任何损失或损害负责，包括但不限于：行政当局以实际或明显的权力行事、任何非顺丰聘请或承包的人，包括寄件人、收件人、海关、政府部门或第三方的行为或遗漏、政府部门所施行的安全规例或其他适用于交付地点的安全规例、不可抗力一例如：暴乱、罢工、劳资纠纷、民间骚乱、病毒或疾病、通信和信息系统的故障或中断（包括但不限于顺丰的通信和信息系统）、航空或路面交通网络中的任何干扰，如因天文现象、工业行动、对于电子音像图片、数据或记录的电磁性损坏或删除及自然灾害，包括但不限于地震、气旋、风暴、洪水等。

## 13 顺丰的责任

- 13.1 顺丰对任何一件快件的责任，包括但不限于遗失或损毁，所承担的责任仅限于实际直接损失、且不超过本条款和条件第 13 条所规定的限额。顺丰不承担任何其它损失或损害（包括但不限于利润、收入、利息及未来业务的损失），无论这些其它损失和损害是特殊性或是间接性，无论顺丰是否在受理快件之前或之后知晓有这些损失或损害的风险。
- 13.2 顺丰对任何一件快件仅基于以下规定承担责任：
  - 13.2.1 对于冷运快件，顺丰的责任在任何情况下不会超过冷运快件的申报价值，且不得超过每票 100 美元。
  - 13.2.2 除冷运快件外，a) 若快件的承运方式包含空运及最终目的地国家或经停国家为非出发地国家，在不影响本条款和条件的第 8 和 11 条约定的前提下，《华沙公约》或《蒙特利尔公约》应适用（以强制适用者为准）。若在该公约不适用的情况下，顺丰的责任在任何情况下不会超过货物的申报价值，且不得超过以下各项中的较低者：100 美元、或 20.00 美元/公斤或 9.07 美元/磅。如快件的承运包含空运、陆运或其他方式运送，除非另有证据，否则任何损失或损害将被推定在空运阶段发生；或 b) 若快件的承运为陆路运送，顺丰的责任将根据国际公路货物运输公约执行，或如国际公路货物运输公约不适用的情况下，顺丰的责任在任何情况下不会超过货物的申报价值，且不得超过以下各项中的较低者：100 美元、或 10.00 美元/公斤或 4.54 美元/磅。该责任限制同样适用于在国内公路运输情形下不存在根据国内运输法律具有强制适用或更低责任标准的情况。
  - 13.2.3 每一快件只能提出一次索赔，且与该快件相关的所有损失或损坏的赔偿是完全且最终的。如寄件人认为本条款和条件关于赔偿的规定将不足以补偿其损失，则应购买保价（冷运快件不适用）或自行投保。
  - 13.2.4 除非与相关适用法律冲突，快件的索赔需遵从以下规则：
    - a) 所有涉及快件损毁或缺失（可见的或隐蔽的）的索赔须在快件送达后 7 个日历日内（冷运快件为 24 小时内）以书面方式向顺丰提出，否则顺丰将不再承担任何责任；
    - b) 对于涉及路由中断的快件，其索赔必须在顺丰接受快件后的三十（30）天内以书面方式向顺丰提出，否则顺丰将不再承担任何责任；
    - c) 若寄件人或收件人尚未支付所有运输费用，顺丰无义务受理任何索赔；
    - d) 索赔金额不可用于抵消任何运输费用；及
    - e) 作为顺丰考虑任何损失或损坏索赔的条件，收件人必须提供原快件和包装材料供检查，若收件人在签收快件时没有在快速记录上注明有任何损坏，则将被视为快件被完好送达。
  - 13.2.5 所有评估快件损坏程度或遗失比例应该完全由顺丰的绝对酌情决定权自行决定。

## 14 规管法律

除非与适用法律冲突，与本条款和条件有关的任何争议将受到快件原寄件地国家/地区法院的非排他管辖，并适用于原寄件地国家/地区法律。

## 15 隐私政策

顺丰矢志妥善保障由寄件人所提供的个人资料，并确保就收集、使用、处理、保留、披露、传输、保安及存取个人资料时均符合适用法律及法规和由顺丰所发出的相关实务守则之规定。寄件人在此保证所有其提供的个人资料均为合法取得并已得到收件人的允许向顺丰提供的。详情请浏览于顺丰官网上公布的《[隐私政策声明](#)》（处于香港特别行政区以外的寄件人/收件人，请参阅该国家/地区的顺丰官网上公布的隐私政策）。

## 16 可分割性

本条款和条件任何部分的无效性或不可执行性，不影响其他条款的效力和执行。

## 17 管辖语言

如果此运单(包括本条款和条件)的不同语言版本有差异，则以中文版本为准。

### 《进出口快件清关客户义务责任确认书》

对于国际快件收派服务，若寄件人（“甲方”）委任顺丰（“乙方”）为快件进、出口报关代理，请甲方明确知悉并确认以下义务与责任：

- 1 为完成进、出口清关手续，乙方可自行或委托第三方或应他人要求将承运的快件转交给收件人的进口代理或运送到其它地点，只要乙方有合理理由判断其已获得必要授权。
- 2 乙方仅出于自愿协助甲方完成所必须的进、出口清关手续，由甲方自行承担清关手续产生相应风险和费用。
- 3 甲方寄递的物品或货物须符合进、出口国家/地区海关及其它法律法规的规定，不属于禁止生产、销售、传播的物品，不属于国家保护野生动物和濒危野生动物及其制品等法律法规禁止和限制寄递的物品，不得通过寄递管道危害国家安全、公共安全和公民、法人、其他组织的合法权益。不得侵犯任何第三方知识产权，否则若海关等主管部门查验扣件或任何第三方提起任何法律措施，对此造成的一切不利后果均由甲方承担，乙方概不负责，且若造成我方损失，乙方有权要求甲方予以赔偿。
- 4 甲方所填写的运单信息及申报信息须符合进、出口国家/地区海关等主管部门的要求、完整准确，不得对托寄物内容、重量、数量等信息进行虚报、瞒报或拆单申报，托寄物品名须按照要求填报对应的必要申报要素（如材质、成分等），以及海关等主管部门要求的其他相关要求（例如货物上应有“原产地标签”等），否则若海关等主管部门查验扣件或任何第三方提起任何法律措施，对此造成的一切不利后果均由甲方承担，乙方概不负责，且若造成乙方损失，乙方有权要求甲方予以赔偿。
- 5 甲方须对寄递物品或货物价值进行如实填报，如已签订外贸合同，请按照实际成交条款与价格填写。乙方会按照原寄件地依法申报；如无实际成交，请按照托寄物的实际市场价值填写。
- 6 乙方必须自行且促使收件方具备有效的出口商/进口商的相应资质，并且配合快件出/进口清关相应手续并提供所需档，包括但不限于（具体以各国海关实际要求为准）：
  - 6.1 合同；
  - 6.2 发票；
  - 6.3 装箱单；
  - 6.4 代理报关委托书；
  - 6.5 品牌授权书；



- 6.6 个人身份或企业资质证明;
- 6.7 托寄物价值证明; 及
- 6.8 其他海关等主管部门要求的材料。
- 7 若清关过程中海关等主管部门要求补充额外资料, 甲方应在接到乙方通知后及时补充或促使收件方及时补充, 否则乙方有权中止为甲方提供清关派送服务, 并由甲方自行承担对此造成的一切不利后果, 且若造成乙方损失, 乙方有权要求甲方予以赔偿。
- 8 若出现需由收件方承担进口关税或其他费用但收件方拒绝支付的情况, 乙方有权向甲方收取并于下一结算周期与其他费用一并向甲方结算。若甲方选择乙方提供的清关税费代付服务, 双方应当另行签署《清关税费代付补充协议》。
- 9 甲方于此明确知悉并同意, 本附件中的“不利后果”包括但不限于:
  - 9.1 因托寄物无法清关而导致退运或者销毁所产生的运费、操作费、处理费等一切费用;
  - 9.2 因托寄物清关延误或无法清关而产生的额外仓租费用;
  - 9.3 因托寄物清关延误、无法清关或拆单申报而导致海关等主管部门出具罚款或处分;
  - 9.4 因托寄物不符合进出口国家/地区海关及其它法律法规的规定或侵犯第三方相关知识产权而因遭受海关等主管部门处罚或第三方提起的法律措施所造成的处分、罚款、赔偿等; 及
  - 9.5 因甲方未遵守本确认书项下义务和责任而导致乙方遭受海关等主管部门处罚及乙方遭受的一切经济、商誉损失。
- 10 如果此《进出口快件清关客户义务责任确认书》的不同语言版本有差异, 则以中文版本为准。

## 《免责声明》

若阁下使用顺丰冷链运输服务(「冷链服务」), 作为「寄件人」, 阁下代表您与冷链快件的收件人(「收件人」)及其他持有该冷链快件的权益的人士, 同意适用本《免责声明》:

为进一步保障食品安全, 食物环境卫生署(食环署)已拟备规管售卖限制出售食物的许可证, 针对售卖《食物业规例》(第132X章)附表2所指限制出售的食物(限制食物详情请浏览 [http://www.fehd.gov.hk/english/licensing/Guide\\_on\\_Types\\_of\\_Licences\\_Required.html](http://www.fehd.gov.hk/english/licensing/Guide_on_Types_of_Licences_Required.html))的经营者(包括实体店经营者及网店经营者), 欲申请者应向食环署提交申请书办理手续。

针对以上事宜, 顺丰速运作为服务商发出以下免责声明:

- 1 有关于限制出售食物提供者与限制出售食物提供者所提供的交易内容、限制出售食物处理、服务以及在网页上所提供的个人资料和限制出售食物内容等的真伪、正确性、可靠性、合法性以及有无侵害第三者权利的事项等的情报, 顺丰速运一概不负任何相关责任。
- 2 若食环署需要任何有关限制出售食物入口证或售卖许可证, 请各客户自行负责所有相关事项及责任, 顺丰速运作为服务商一概不负任何相关责任。

## 《冷链快件货故免赔协议书》

若阁下使用顺丰冷链运输服务(「冷链服务」), 作为「寄件人」, 阁下代表您与冷链快件的收件人(「收件人」)及其他持有该冷链快件的权益的人士, 同意适用本《冷链快件货故免赔协议书》:

兹顺丰为寄件人之冷链货物、货件及/或商品(以下统称“冷链快件”)提供本地运送服务, 双方基于诚信原则订立以下本免责声明:

### 1 顺丰免责范围

#### 1.1 特殊类别冷链快件

寄件人明白及同意以下食物属特殊类别食物, 如寄件人要求顺丰运送任何特殊类别食物, 不管什么原因导致任何冷链快件损坏或损毁(包括食品安全), 顺丰将不会因此承担任何责任(包括但不限于食品安全), 寄件人须自行承担全部风险及责任:

- 1.1.1 巧克力;
- 1.1.2 冰鲜盘菜;
- 1.1.3 急冻面团;
- 1.1.4 雪条、雪芭、雪糕及其相关制成品;
- 1.1.5 马卡龙;
- 1.1.6 蛋糕(含忌廉蛋糕或含配件装备的蛋糕);
- 1.1.7 蛋类;或
- 1.1.8 刺身(含海胆)。

#### 1.2 应收与实际收冷链快件数量不符

顺丰不会负责为寄件人点算冷链快件数量, 当应收冷链快件数量与实际收取冷链快件数量不符时, 寄件人不得视之为遗失, 亦不得以任何理由归责于顺丰。

#### 1.3 其他免责事项

- 1.3.1 寄件人明白及同意顺丰因实际情况无法于派送时段内完成派送, 顺丰不会对任何因延误导致的损害和损失负上法律责任和赔偿。
- 1.3.2 如因收件地点超出顺丰可派送的范围, 或因收件数据不详而需转寄, 顺丰不会对任何因延误导致的损害和损失负上法律责任和赔偿, 寄件人除仍须向顺丰支付所有相关运费, 更须要支付所有额外的运费。
- 1.3.3 如收件人拒绝收取冷链快件, 该次派送则视为失败, 顺丰将在派送失败后合理时间内通知寄件人, 并向寄件人寻求处理冷链快件的指示, 但顺丰保留拒绝接受寄件人指示的权利, 而所有有关费用须由寄件人负责。
- 1.3.4 如寄件人未能在顺丰通知派送失败后及时提供恰当的指示, 顺丰可酌情决定如何处置冷链快件, 而所有有关的费用将会由寄件人负责。如顺丰发现冷链快件属于易损毁的或会变质的物品, 顺丰有权立即自行决定处置该冷链快件的方法。寄件人同意顺丰不会因本条款引伸的任何损失付上责任及/或向寄件人赔偿。
- 1.3.5 寄件人明白和同意不会对顺丰因下列(或与之相关)的情况所导致的损失或损害作任何法律追讨:
  - a) 任何第三方的任何行为或疏忽, 包括但不限于, 客户、指定接收人、或任何政府官员;
  - b) 冷链快件磨损及破裂、摆放错乱、受热、发霉、腐烂、变色、变质、爆炸、燃烧, 或其中含有危险、易腐烂、对温度敏感、运送期间可能存在温差情况、易碎或易裂性物质;
  - c) 寄件人未能针对冷链快件运单上的指示采取任何特定的预防措施; 或
  - d) 冷链快件属于禁寄的物品(包括顺丰不知运送物品的内含物包含或包括该等物品)。

#### 1.4 顺丰概不对间接或相应损失或损害承担责任, 包括但不限于利润、收入、权益、未来业务或预期存款的损失, 即使顺丰在接收运送物品之前或之后知悉该等损失或损害的风险亦然。

### 2 客户责任

- 2.1 寄件人须保证及负责所有第三方向顺丰的索求、申索、诉讼、法律程序、成本、费用或开支的弥偿, 包括但不限于顺丰为寄件人提供本地运送服务所导致、遭受或蒙受的罚款、贮存费用、回收及管理费、税项及税务。
- 2.2 寄件人必须全数支付顺丰所有运费、服务费用及其他衍生的费用(如有), 而不得以任何理由抵销或扣减任何顺丰应收的费用。

### 3 其他

- 3.1 如本《冷链快件货故免赔协议书》与顺丰的《顺丰运单条款和条件》有任何抵触或差异, 一概以本《冷链快件货故免赔协议书》为准。
- 3.2 凡涉及本《冷链快件货故免赔协议书》免费约定的范围内的事项, 寄件人亦不得以《顺丰运单条款和条件》向顺丰主张任何责任。
- 3.3 如果此《冷链快件货故免赔协议书》的不同语言版本有差异, 则以中文版本为准。

These terms and conditions of “Terms and conditions of payment via personal credit account”, “SF’s Terms and Conditions of Carriage” and “Letter of Confirmation for the Obligations and Responsibilities of Customs Clearance Customers of International Shipments” (hereinafter referred to as “this Agreement”) are entered into between S.F. Express (Hong Kong) Limited (hereinafter referred to as “S.F. Express” or “the Company”) and the shipper/customer. The shipper/customer is deemed to have fully understood and agreed to these terms and conditions of “Terms and conditions of payment via personal credit account”, “SF’s Terms and Conditions of Carriage” and “Letter of Confirmation for the Obligations and Responsibilities of Customs Clearance Customers of International Shipments” upon their signing of the “Hong Kong Personal Credit Account Application Form” and agree to implement them effectively. If there are any changes to this Agreement, the same will be updated accordingly without prior notice.

#### Terms and conditions of payment via personal credit account

1. S.F. Express will consider the application for personal credit 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. Customers applying for personal credit accounts must have spent a total of HKD500 or more on freight charge in the first three months after the date of application, otherwise the Company has the right to cancel their credit accounts. Total freight charge includes but not limited to Fuel Surcharge, Remote Area Surcharge, Residential Surcharge, Special Warehousing Service Charge, and Other Special Handling Fees.
3. Personal credit account customers must pay all amounts due to S.F. Express before the due date as specified in SF Express’ monthly statements. If the customers fail to pay all amounts due on time, the Company is entitled to charge a surcharge that equals to 2% of the overdue amounts.
4. If the personal credit account customers fail to pay the amounts due to S.F. Express within 20 (twenty) days from the issue date printed on the monthly statements, the Company has the right to cancel the personal credit account and recover for all losses through legal means.
5. Our Company will directly deduct the fees payable in the credit account from your registered credit card account.
6. The reference number shall only be used by the applicant as stated in the Application Form.
7. For termination of a personal credit account, the customer should phone 2787 1222 to notify S.F. Express’ Finance Department. It will take approximately 15 (fifteen) working days to close a personal credit account.

8. If the customer does not employ the Company's services for more than 6 (six) months, S.F. Express is entitled to terminate the personal credit account at any time without further notice.
9. The Company reserves the rights to modify all terms and conditions hereinabove, terminate the personal credit account at any time and immediately recover all amounts due.
10. 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.
11. The customer agrees that S.F. Express is entitled to transfer the customer's information to any service providers (either in or outside of Hong Kong) so as to enable these service providers to process data or provide any services to the customer on behalf of the Company.
12. The terms and conditions hereinabove 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.

#### Termination

13. 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

14. 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.
15. For terms and conditions not mentioned in this Agreement, those as set forth in the Contract shall prevail.

#### 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 agrees 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 to 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:

1. 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.
2. 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.
3. 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.
4. 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.
5. Party A shall declare its consignment or 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.
6. 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):
  - 6.1 Contract;
  - 6.2 Invoice;
  - 6.3 Packing list;
  - 6.4 Power of attorney for customs declaration on an agency basis;
  - 6.5 Letter of brand authorization;
  - 6.6 Certificate of personal identity or corporate qualifications;
  - 6.7 Evidence on the value of the Shipment; and
  - 6.8 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](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.