

² 客戶選擇以信用卡作付款需填寫**信用卡直接付款授權書**，並連同此申請表格及所需文件一併交回。順豐速運只接受香港發行的信用卡，並不接受澳門、內地或其他地區所發行的信用卡。

² For customer who selects Credit Card Direct Debit as payment method, please fill in and submit the **Credit Card Direct Debit Authorisation Form** together with this application form and related document(s) for the application. S.F. Express will only accept credit cards issued in Hong Kong. Credit cards issued in Macau, Mainland China or other regions are not accepted.

客戶可於網上下載**信用卡直接付款授權書**：進入順豐速運官網 www.sf-express.com，按[客戶專區]>[多元化付款方法]

Customers can download the **Credit Card Direct Debit Authorisation Form** from our Website : Go to S.F. Express Official Website, and click [Customer Area]>[Payment Method]

以下問題請於適當選擇的空格內填上“✓”

Please tick the correct box below

1) 客戶公司所屬性質*：(請選擇一項) Which kind of business is your company engaging in? (Tick one box only)
<input type="checkbox"/> 研發設計 R&D <input type="checkbox"/> 生產製造 Manufacturing <input type="checkbox"/> 批發零售/貿易 Wholesaling <input type="checkbox"/> 專業諮詢服務 Professional Consulting <input type="checkbox"/> 多種角色 Multi-Roles
2) 客戶主要銷售渠道(超過 50% 的銷售量)*：(請選擇一項) Which of the following is your company's major sales channel? (Tick one box only)
<input type="checkbox"/> 互聯網 Internet <input type="checkbox"/> 電視電話廣播直銷 TV Direct Sales <input type="checkbox"/> 店鋪 Stores <input type="checkbox"/> 其他 Other _____
3) 客戶主要銷售對象(收件人)*：(請選擇一項) Which of the following segment does your company target for? (Tick one box only)
<input type="checkbox"/> 商業客戶(公司、店鋪等) Corporate Clients <input type="checkbox"/> 個人客戶 Individual Consumers
4) 客戶地址類型*：(請選擇一項) Where is your company located? (Tick one box only)
<input type="checkbox"/> 專業市場 Specified Market <input type="checkbox"/> 住宅區 Residential Area <input type="checkbox"/> 工業區 Industrial Area <input type="checkbox"/> 商住混合區 Mixed Residential & Commercial Area <input type="checkbox"/> 中心商業區 CBD <input type="checkbox"/> 商業區(其他類) Other Commercial District

***** 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 by us for the purpose of this application.

- 公司有效商業登記副本 Copy of BR
- 聯絡人/申請人名片 Name Card of Contact Person
- 直接付款授權書 Direct Debit Authorisation Form /
信用卡直接付款授權書 Credit Card Direct Debit Authorisation Form (如適用 if applicable)

本公司確認上述所有資料真實完整。本公司已細閱，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”）。本公司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公司月結帳戶，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。

We confirm that all information given above is true and complete. We have read, understood and hereby confirm acceptance of the terms and conditions attached to this application form (“Terms and Conditions”). We agree that we 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 our 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.

×

公司授權人簽署及公司印鑒
Authorized Signature and Company Chop

申請日期
Date of Application

填妥本表格後必須將正本及所須之文件一併以郵寄方式寄回本公司以下位址：
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《冷運月結帳戶申請》
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 Cold Chain Carriage Credit Account》** on the envelope

S.F. Express’s E-Billing service will be activated upon 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 marketing and promotional purposes.

本公司不欲收到任何市場推廣或宣傳之訊息

We do not wish to receive any marketing or promotional information

順豐速運(香港)有限公司專用 For S.F. Express (Hong Kong) Limited’s Use Only

MD :	<input type="checkbox"/> CQ	Date :	<input type="checkbox"/> Q	<input type="checkbox"/> UQ	Area Code :	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《公司月結付款方式條款》及《順豐冷運運單條款和條件》及《免責聲明》(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《香港公司月結帳戶申請表格》，即被視為已明確理解和同意本《公司月結付款方式條款》及《順豐冷運運單條款和條件》及《免責聲明》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。

《公司月結付款方式條款》

- 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。公司月結帳戶生效時本契約亦同時生效。
- 申請客戶需於過往 1 個月內，該月繳付運費金額達到港幣 500 元才可申請本公司的月結帳戶。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。如開戶後的三個月內，每月平均繳款運費金額未能達到港幣 500 元或以上，本公司會保留取消此公司月結帳戶的權利。
- 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。
- 客戶編號只供申請表上的申請人使用。
- 客戶如欲終止公司月結帳戶，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公司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公司月結帳戶，並即收回一切賬款。

9. 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）。
10. 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。
11. 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。
12. 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。
13. 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。
14. 本協議下未提及之條款則以合同內容為準。

《順豐冷運運單條款和條件》

當閣下使用順豐之冷運服務時，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，同意本條款及細則均適用。

1 定義

- 1.1 「順豐」、「我們」指順豐速運（香港）有限公司或其接收該冷運快件的附屬公司、分支機構、相關聯公司、代理人或獨立承辦商。
- 1.2 「冷運快件」指單個運單中，順豐同意收寄的所有冷運包裹。
- 1.3 「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。
- 1.4 「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。
- 1.5 「運單」包括任何由順豐或寄件人的自動系統制作的冷運快件識別碼或文件，例如標籤、條碼或運單及任何其他電子版本。

2 不接納的冷運快件

寄件人同意，如發生以下情況，其冷運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 冷運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冷運快件，包括但不限於偽冒貨品、人體殘肢、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；
- 2.3 收件人地址不正確、不完整或沒有正確標示，或冷運快件包裝不全或不足導致冷運快件未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冷運快件。

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冷運快件進行開箱查驗。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 冷運快件是包裝穩妥及充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；
- 4.4 寄件人清楚明白並同意及接受順豐運送冷運快件期間可能存在溫差情況，寄件人須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)，所有溫差導致的風險由寄件人承擔；
- 4.5 若寄件人授權他人代為包裝，應確認該冷運快件已採取合理謹慎包裝且符合安全運輸的標準，在冷運快件的準備、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；
- 4.6 冷運快件所有標識完整標準及描述準確；
- 4.7 冷運快件符合所有法律法規的規定；
- 4.8 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；
- 4.9 除非另有約定，寄件人應及時提供正確清關資料及/或入口許可憑證；
- 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冷運快件的權益的人士確認及/或簽署，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冷運快件，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，運單上申報價值與冷運快件的實際現金價值相等（「申報價值」）。冷運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。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冷運快件，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。所有冷運快件不得選用保價服務，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，包括冷運快件經中途站運送的可能。

7 清關

順豐不會協助寄件人辦理清關及其它手續。

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冷運快件，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 派送和無法派送

- 9.1 冷運快件不能派送到地址為郵政信箱或郵遞編號。冷運快件將被派送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。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站或順豐營業點收取冷運快件，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》。
- 9.2 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於順豐系統生成快件提取記錄即構成冷運快件已交付的充分證明；採用中央收集區的地址，冷運快件將被派送到該接收點。
- 9.3 若有如下情形之一，順豐將以合理的努力將冷運快件退還寄件人，因此額外發生的費用由寄件人支付：收件人拒絕接收冷運快件；根據第 2 條該冷運快件則被認為是不可接受；無法合理確定或找到收件人。如不能退還冷運快件，順豐可以對冷運快件進行放棄或處置，且無須就上述行為向寄件人或其他人承擔任何責任。冷運快件進行放棄或處置時限為：滯留於順豐站或順豐營業點內超過 4 個日曆日。

10 冷運運費及其它費用

- 10.1 順豐的冷運運費將按照冷運貨物實際重量或體積重量中較高者計算，順豐可以對任何冷運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。

11 保價服務

- 11.1 所有冷運快件不得選用保價服務。
- 11.2 為免生疑問，所有順豐責任均依據本條款和條件第 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 順豐對任何一件冷運快件的責任，包括但不限於任何延誤或遺失或損壞或損毀，所承擔的責任僅限於實際直接損失、且不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（包括但不限於食物安全、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

受理冷運快件之前或之後知曉有這些損失或損害的風險。

- 13.2 順豐對任何一件冷運快件僅基於以下規定承擔責任：
- 13.2.1 順豐的責任均在任何情況下不會超過冷運貨物的申報價值，且不得超過每票 100 美元。
- 13.2.2 每一票冷運快件只能提出一次索賠，且與該票冷運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，則應自行投保。
- 13.2.3 除非與相關適用法律衝突，所有涉及冷運快件損毀或短缺（可見的或隱蔽的）的索賠須在快件送達後 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。若尚未支付所有運輸費用，順豐無義務受理任何索賠。索賠金額不可用於抵消該等冷運運輸費用。收件人在簽收冷運快件時沒有在快遞記錄上注明有任何損壞，則表面證明冷運快件被完好送達。作為順豐考慮任何損失或損壞索賠的條件，收件人必須提供原冷運快件和包裝材料供檢查。
- 13.2.4 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法院的非排他管轄，並適用於原寄件地國家法律。

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》。

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。

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.htm）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。

These terms and conditions of “Terms and conditions of payment via company credit account” and “SF’s Terms and Conditions of Cold Chain Carriage” and “Disclaimer” (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 “Terms and conditions of payment via company credit account” and “SF’s Terms and Conditions of Cold Chain Carriage” and “Disclaimer” 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.
12. 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.
13. 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.
14. The parties shall be subject to terms in the Contract which are not specified in this agreement.

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 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 Shipment may be carried *via* intermediate stopping places.
- 7 Customs Clearance**
Shipper acknowledges and agrees to all routing and diversion, including the possibility that the Cold Chain Shipment may be carried via intermediate stopping places.
- 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.

DISCLAIMER

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.htm 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:

- 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.
- 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.