

個人月結客戶專用 For Personal Credit Account Use

參考編號:(本公司專用)

# 香港個人月結帳戶申請表格

Hong Kong Personal Credit Account Application Form				
顧客資料 Customer Information				
申請人姓名 (小姐/先生) Applicant Name ( Ms./ Mr.)				
登記地址 Registered Address				
香港寄件地址 (如同上無需填寫) Shipper Address in H.K. (Not applicable if same as above)				
申請人香港身份證號碼 (必需填寫) HKID Card No. (Required)	聯絡電話 Telephone No.			
手機號碼 (必需填寫) Mobile Phone No. (Required)	傳真機號碼 Fax No.			
電郵地址 (必需填寫) Email Address (Required)	電子帳單電郵地址 (如同左無需填寫) E-Billing Email Address (Not applicable if same as left)			
請以英文正楷填寫 Please use English block letters	請以英文正楷填寫 Please use English block letters			
出生日期 (必需填寫) Date of Birth (Required)	職業 (必需填寫) Occupation (Required)			
電子帳單語言 中文 Chinese				
推薦人 (請注明推薦人的月結帳號或本公司職員姓名及員工編號) Referee (Please state the credit account number of referee or our staff name and staff number)				
### Remarks:  [M 人月結帳戶的付款方式必須為信用卡自動轉帳,此項服務並不會收取額外的手續費。順豐速運只接受香港發行的信用卡,並不接受澳門、國內或其他地區所發行的信用卡。客戶須填寫 <b>信用卡直接付款授權書</b> ,並連同此申請表格及所需文件一併交回。  The payment method for personal credit account is through Credit Card Autopay only. No additional charge is required for this service. 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. Customer need to fill in and submit the <b>Credit Card Direct Debit Authorisation Form</b> together with this application form and related document(s) for the application.  [M 豐速運每月會於月結帳單到期付款日當天從閣下登記之信用卡戶口中直接扣除月結帳戶的應付費用。  The billable charges will be debited from your credit card account directly on the due day shown on the Monthly Statement each month.				
3. 個人月結帳戶的信用額為港幣\$4,000。若月結帳戶的應付費用超過信用額,順豐將於第二個工作天內從閣下登記之信用卡戶口中直接扣除該月應付費用的所有金額。 The credit limit for personal credit account is HKD4,000. If the billable charges of credit account exceed the credit limit, the billable charges will be debited from your credit card account directly on the next working day.				
4. 為保護環境,減少紙張消耗,順豐速運只提供電子帳單給個人月結客戶。 To preserve a green world and save the environment through paperless billing, only E-Bills will be provided for the personal credit account customer.				
請於適當空格內填上"✓" Please tick the correct box below				
1) 本人每月平均使用快遞服務的次數 (包括所有快遞公司):(請選擇一項)				
How many times do you use express services in a month (including all express companies)? (Tick one box only)				
□1-5 次 Times □6-10 次 Times □11-15 次 Times □16 次或以上 Times or above				
2) 本人每月平均花費於快遞服務的金額(包括所有快遞公司):(請選擇一項) How much do you spend on express services in a month (including all express companies)? (Tick one box only)				
□				

胡水烟缸空間內填工。 Flease tick the correct box below
1) 本人每月平均使用快遞服務的次數 (包括所有快遞公司): (請選擇一項)
How many times do you use express services in a month (including all express companies)? (Tick one box only)
□1-5 次 Times □6-10 次 Times □11-15 次 Times □16 次或以上 Times or above
2) 本人每月平均花費於快遞服務的金額 (包括所有快遞公司):(請選擇一項)
How much do you spend on express services in a month (including all express companies)? (Tick one box only)
□港幣 HKD\$100 或以下 or below □港幣 HKD\$101-\$500 □港幣 HKD\$501-\$1000
□港幣 HKD\$1001-\$2000 □港幣 HKD\$2001-\$3000 □港幣 HKD\$3001 或以上 or above
3) 本人主要透過以下渠道購買/銷售產品而需使用快遞服務運送:(請選擇一項)
Which of the following is the main channel you use for purchasing / selling products that require express services? (Tick one box only)
□互聯網 Internet,請註明網站 Please state the website: □電視電話廣播直銷 TV Direct Sales
□互聯網 Internet,請註明網站 Please state the website: □電視電話廣播直銷 TV Direct Sales □店舗 Stores □其他 Other
□店舗 Stores □其他 Other

## 6) 本人使用快遞服務的主要原因是:(可選擇多項) What is your reason to use the express delivery services? (Tick all that apply) □本人從事商業銷售,透過快遞服務把產品運送給顧客 → 請填寫賣家部份 (第7-11項) I engage in commercial sales and I deliver products to the customers by using express services → Please answer Seller Part (Question No.7-11) □本人使用快遞服務運送所購買的產品 → 請填寫買家部份 (第 12-14 項) I use express services to deliver products that I purchased → Please answer Buyer Part (Question No.12-14) **賣家部份 Seller Part:** 7) 本人的銷售性質:(請選擇一項) Which kind of business do you engage in? (Tick one box only) □生產製造 Manufacturing □研發設計 R&D □批發零售/貿易 Wholesaling □專業諮詢服務 Professional Consulting □多種角色 Multi-Roles 8) 本人主要銷售的產品:(請選擇一項) Which of the following category best describes the products that you sell? (Tick one box only) □紡織服裝 Textile & Garment □鞋履皮革手袋 Shoes, Leather Goods, Bags □電子產品 Electronic Products □家用電器 Electronic Appliances □電子零件 Electronic Parts □機械設備 Equipment □儀器儀錶 Instruments □珠寶飾品 Jewelry & Accessories □鐘錶眼鏡 Watch & Glasses □文化用品 Art & Stationery ■醫院醫藥 Clinic & Pharmacy ■醫療設備 Medical Equipment □煙酒茶 Tobacco & Drink □食品 Food □日用品 Daily Necessities □橡膠塑膠 Plastic □裝潢傢俱 Furniture & Fitting □其他 Other\_ 9) 本人主要寄件的目的地:(可選擇多項) Which of the following is the major destination for your shipments? (Tick all that apply) □香港 Hong Kong □澳門 Macau □台灣 Taiwan 一中國 China 國際地區 International Area ,請註明 Please state: Which of the following is the major method you use for placing orders? (Tick one box only) □致電客戶服務熱線透過電話語音自助下單 Self-order placement via Customer Service Hotline Interactive Voice Response System ■透過客服人員下單 Place order via Customer Service Representatives □自行到順豐速運服務中心或順豐站寄件 Place order at S.F. Express Service Center or S.F. Store,請註明地點 Please state the location:\_ □網上下單 Place order online □順豐速運通下單 Place order via S.F. EZ-GO □微信下單 Place order via WeChat 11) 本人主要銷售的對象:(請選擇一項) Which of the following is your key type of target customers? (Tick one box only) □商業客戶 (公司、店鋪等) Corporate Clients □個人客戶 Individual Consumers <u>買家部份 Buyer Part:</u> 12) 本人主要使用快遞服務運送的產品類別:(請選擇一項) Which of the following category best describes the products that you use express deliveries? (Tick one box only) □紡織服裝 Textile & Garment □鞋履皮革手袋 Shoes, Leather Goods, Bags □電子產品 Electronic Products □家用電器 Electronic Appliances □電子零件 Electronic Parts □機械設備 Equipment □儀器儀錶 Instruments ■醫院醫藥 Clinic & Pharmacy □珠寶飾品 Jewelry & Accessories □ □ 鐘錶眼鏡 Watch & Glasses □ 文化用品 Art & Stationery □食品 Food □日用品 Daily Necessities ■醫療設備 Medical Equipment □煙酒茶 Tobacco & Drink □橡膠塑膠 Plastic □裝潢傢俱 Furniture & Fitting □其他 Other\_ 13) 本人最常用的收件方式:(請選擇一項) Which of the following is your preferred shipment pick-up method? (Tick one box only) □於順豐速運服務中心自取 Self-pick up at S.F. Express Service Center,請註明地點 Please state the location: □於順豐站自取 Self-pick up at S.F. Store,請註明地點 Please state the location:\_ □於便利店自取 Self-pick up at convenience store,請註明地點 Please state the location:\_ □於其他順豐速運授權服務站自取 Self-pick up at S.F. Express Authorized Service Point · 請註明地點 Please state the location:\_

□收派員上門派件 Door-to-door delivery

**□**09:00 − 11:59 **□**12:00 − 15:59

14) 最方便本人的收件時段:(請選擇一項)

□其他 Other

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

□其他 Other\_

☐16:00 - 19:00



# CREDIT CARD DIRECT DEBIT AUTHORISATION

# 信用卡直接付款授權書

I hereby authorise S.F. Express (Hong Kong) Limited to charge my following credit card ("Credit Card") every month (even after the Credit Card has expired) for any billable charges of the following account(s),until further notice.

本人授權順豐速運(香港)有限公司,每月透過本人下述信用卡(即使信用卡已過期)支付下列帳戶中應收取的費用,直至另行通知。

In case the Credit Card is subsequently replaced or substituted by another card account ("New Credit Card") due to lost, replacement, fraud card pre-caution actions, card upgrade or any other reasons or conditions specified by the Credit Card issuing bank from time to time, I hereby authorise S.F. Express (Hong Kong) Limited to charge that New Credit Card at any time (even after that New Credit Card has expired) for any billable charges of the following account(s) accordingly.

如下述信用卡因遺失、更新、防假冒信用卡行動、信用卡升級或其他任何原因或信用卡發行銀行的條款細則而由另一信用卡帳戶("新信用卡")所取代, 本人授權順豐速運(香港)有限公司,隨時透過本人新信用卡(即使信用卡已到期)支付下列帳戶中應收取的費用。

I agree that any notice of cancellation or amendment of this authorisation which I may give to S.F. Express (Hong Kong) Limited shall be at least seven working days prior to the bill date.

本人同意如取消或更改有關本授權書之任何指示,須於截數日前之七個工作天交予順豐速運(香港)有限公司方可生效。

Any personal data provided in this form will only be used for the purpose of applying credit card direct debit authorisation.

本表格提供的個人資料只用作申請信用卡直接付款繳費

### Applicant's Details 申請人資料

Please fill in Block Letters 請用正楷填寫

Card Type 信用卡類別 UISA MASTER CARD 萬事達卡			
Applicant's Name 申請人姓名	Credit Card No 信用卡號碼	Card Expiry Date 信用卡到期日	MM / YY 月份 / 年份
Card Issuing Bank 信用卡簽發之銀行	Cardholder's Name 信用卡持有人姓名	Cardholder's Day-time 信用卡持有人日間之聯約	
Cardholder's Signature 信用卡持有人簽名	Please scratch your credit card for verification 請刮下信用卡之正面以做資料核對		
I confirm the above signature corresponds to the specimen signature on my credit card 本人確認以上之簽名與本人之信用卡上簽名相同			

For S.F. Express (H.K) Ltd. Use Only 此欄由順豐速運(香港)有限公司填寫		
Checked by Location / Shop Code	Handled by	
核對部門	經手人	
Verified by Department	Handled by	
核實部門	經手人	
Credit Account No	Effective Date	
月結號碼	生效日期	

	uments Required ***			
請必須附帶下列文件,以便處理。You must attach the follow				
以下資料只用作開設帳戶用途。 The documents required shall only be used for the purpose of this application.				
□ 申請人香港身份證副本 Copy of Applicant's Hong Kong Identity Card				
□ 最近三個月之有效住宅地址証明 Effective Residential Address Proof Dated Within the Latest Three Months				
□ 信用卡直接付款授權書 Credit Card Direct Debit Autho	risation Form			
本人確認上述資料真實無誤。本人已細閱並同意附頁之所有條款。本人同意將 天內仍未繳清所有費用,順豐速運(香港)有限公司保留權利取消本人月結帳戶, 上述條款將即時具有約束力,並同時取代所有雙方事前協議、陳述、談判和討	並循法律途徑追討有關損失。除非雙方訂立新的協定,否則當月結帳戶生效時,			
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 30 (thirty) 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.				
×				
申請人簽署	申請日期			
Applicant's Signature	Date of Application			
*請將表格正本及所須之文件一併以郵寄方式寄回本公司以下地址: 香港青衣青衣航運路 36 號亞洲物流中心 - 順豐大廈 9 樓銷售部收,並於信封面上注明《個人月結帳戶申請》 如對申請月結有任何查詢,請致電 2673 3911 與本公司銷售部聯絡。 申請月結將一併開通順豐速運的電子帳單服務。				
* Please post this original application form to the following address together with the documents required:  9/F, Asia Logistics Hub – SF Centre, 36 Tsing Yi Hong Wan Road, Tsing Yi, Hong Kong, Sales Department  Please specify (Application of Personal Credit Account) on the envelope  If you have any enquiry about the application, please call 2673 3911 to contact our Sales Department.  S.F. Express's E-Billing service will be activated upon your application of credit account.				
順豐速運(香港)有限公司專用 For S.F. Express (HK) Ltd. Use Only				
Signature:	Date:			
	Bato			
	Duto 1			
	Duto 1			

本《快件運單契約條款》及《個人月結付款方式條款》(下稱"本契約")為順豐速運(香港)有限公司(下稱"順豐速運"或"本公司")與寄件人/客戶之間訂立的契約,寄件人/客戶一經 簽署《香港個人月結帳戶申請表格》,即被視為已明確理解和同意本《快件運單契約條款》及《個人月結付款方式條款》的各項條款,並同意切實執行。本契約如有任何變更,順豐速運 將不另行通知,並視為自動更新。

#### 《個人月結付款方式條款》

- 當本公司收到客戶填妥之申請書正本後會作審批,如獲通過會以書面通知客戶其編號及生效日期。個人月結帳戶生效時本契約亦同時牛效。 1.
- 個人月結申請客戶需於申請開戶日期後首三個月的總運費達到港幣\$500或以上,否則本公司有權取消其月結帳戶。總費用包括但不限於燃油附加費、偏遠地區附加費、非工商附加 2. 費、特殊入倉服務費及其他特殊處理費等。
- 月結客戶必須於月結單上印有的到期付款日內繳付所有費用。
- 如客戶於月結單上印有的發出日起計三十天內仍未繳漕所有費用,本公司有權取消其月結帳戶,並循法律途徑追討一切損失。 4
- 5. 本公司會直接於閣下登記之信用卡戶口中扣除月結戶口中的應付費用。
- 客戶編號只供申請表上的申請人使用。
- 7 客戶如欲終止個人月結帳戶,請致電 2787 1222 通知本公司會計部,財務結帳需時約十五個工作天。
- 如客戶超過六個月沒有使用本公司服務,本公司有權隨時終止客戶的個人月結帳戶而不作另行通知。 8
- 本公司保留修改以上一切條文的權利,及有權隨時終止客戶的個人月結帳戶,並即收回一切帳款。 9.
- 10. 客戶同意本公司在合乎相關法例的情况下可以使用、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)。
- 11. 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。
- 12. 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。

#### 〈快件運單契約條款〉

- 定義
  - 運單上, "順豐"均指順豐速運(集團)有限公司,及其下屬分公司和控股子公司,它的雇傭人、代理人和承包人。 •
  - 如果發件地不在中國,那麼運送合約是寄件人同發件地所在國家或地區的順豐的區部、分部和獨立承包商簽署的。 "包裹"是指能夠運輸的任何容器或信封。"快件"是指所有能夠被順豐接受的包裹。 •
  - •
- 不接受貨物

寄件人同意其交運的快件是可運輸的,有下列情形之一的將不予運輸:

- 屬於國際航空貨運協會(IATA),國際民用航空組織(ICAO)及其它相關政府部門或組織所規定的有害物品、危險物品、以及屬於禁運或限運的物品;
- 未能按照有關海關規定辦理報關手續;或
  - 順豐認為不能安全、合法運輸的物品(包括但不限於:動物、現鈔、不記名可議付票據、貴重金屬和礦石、火器、彈藥、人體、色情物品和非法的麻醉藥品/毒品)。 •
- 杏驗權力

應有關司法執法機關的要求,或者出於安全的需要,順豐有權在未事先通知寄件人的情况下對快件進行開封查驗。

寄件人的保證和賠償責任

如寄件人違反有關法律法規或違反以下保證和陳述,寄件人應賠償因此而給順豐造成的損失和損害:

- 寄件人或其代理人提供的所有資訊都是完整和準確的;
- 貨物是由寄件人或其雇員在安全的前提下準備的;
- 為寄件人準備貨物的人員足可信賴;
- 寄件人應確保貨物具有合法權益,在準備、倉儲或運輸過程中順豐免受他人不當干擾;
- 貨物所有標識完整準確,位址清晰,包裝妥當,適於一般注意程度下的安全運輸;
- 符合有關海關和進出口的規定,以及其他法律法規的規定;及
- 運單是由寄件人或其授權代表簽署,本協議對寄件人具有約束力。
- 申報價值限制 5

寄件人同意本運單中向海關申報的價值等於貨物的實際現金價值,而貨物的實際現金價值不得超過等於美金5.000的當地貨幣。

- 運輸和路線 6
  - 順豐可以雇傭合約承運商來完成運輸業務和附帶服務,順豐及其雇傭人、代理人,合約承運商和次合約承運商來提供承包服務,所有各方均有權享有本條款和條件的權益。任 何一方均無權放棄或變更本條款。
  - 單一順豐運單所涵蓋的所有包裹應視為單一貨品運送。
  - 順豐有權將貨品通過其認為合適的任何中轉站運送。
  - 除非在寄交貨品前另有書面約定,順豐所提供的服務將僅限於收取、運送、必要情況下的通關以及交付貨品。
  - 寄件人認可貨品可以連同其他寄件人的貨品一併運送,且順豐可能無法在所有處理中心對單一貨品的出入進行掌控。
- 關稅、出口及進口

順豐為向寄件人提供服務而可以代表寄件人從事以下事項:

- 填寫各類檔,更正產品或服務專案的編碼,並按照有關法律法規的要求繳納相關稅費;
- 作為寄件人的貨運代理人辦理關稅及出口管制的有關手續,並在且僅在制定報關行完成貨物清關人關的手續時作為收件人;
- 應他人要求將承運的貨物交給收件人的進口代理,或運到其他地點,只要順豐有合理理由判斷他人已獲得必要授權。
- 運輸延誤

順豐將按照其正常運送標準盡合理努力派送快件,但這些標準並不屬於承諾,也不構成協議的組成部分。順豐不對運輸延誤而導致的任何損失或損害承擔責任。

- 派件與派送不能
  - 快件無法派送到郵政信箱或郵政編碼。快件將按寄件人提供的收件人地址派送,但不一定直接送達收件人本人。
  - 如果收件人的位址設有集中接收點,快件將被派送到該接收點。有以下情形之一的,順豐將以合理的努力將快件退還寄件人,因此額外發生的費用由寄件人支付:收件人拒 絕接收快件或支付運費;該快件被認為是不可接受的;海關認為寄件人低報了貨物的價值;無法合理確定或找到收件人,如不能退還,順豐可以對快件進行放棄,處置或變 賣,且不就上述行為向寄件人或其他人承擔任何責任,所得收入將在扣除相關管理費以及處理費用後返還寄件人。
- 10. 費用和付款
  - 順豐的運費將按照貨物實際重量計算標準和體積計算標準兩者中較高的計算,順豐可以對任何貨物重新稱重和測量以確認其計算資料。
  - 即使寄件人向順豐提供了不同的支付指示,寄件人將總是所有費用的主要負責人。在指示收件人或第三方付費的情况下,若收件人或第三方未在到期時支付所有運費或其他 費用,寄件人應支付所有該等費用。寄件人應向順豐支付或返還運輸服務中由順豐代表寄件人、收件人及任何他方所支付的所有關稅等稅費。
- 招出順豐控制範圍的的情況

對於超出順豐控制範圍的原因而導致的損失或損害,順豐不承擔責任,這些原因包括但不限於:自然災害,如地震、龍捲風、風暴、洪水、大霧;戰爭、空難或禁運等不可抗力; 快件固有的缺陷或特性(無論順豐是否知曉);暴亂或民間騷亂;非順豐雇員或與順豐沒有合同關係的人員的作為或不作為,如寄件人、收件人、第三方、海關或其他政府部門; 勞資事件;對於電子音像圖片、資料或紀錄的電磁性損壞或刪除。

- 順豐的青任
  - 順豐基於本協定對寄件人所承擔的責任僅限於直接損失,且不超過本條所規定的每公斤或每磅的限額。因寄件人可事先對特殊風險投保,順豐不承擔任何其他損失或損害(包 括但不限於利潤、收入、利息及未來業務的損失),無論這些其他損失和損害是特殊的或是間接的,無論順豐是否在受理快件之前或之後知曉存在這些損失或損害的風險
  - 順豐根據運單的責任,特別是疏忽、任何作為或不作為而引起或有關的責任,應僅限於以下的規定
  - 如快件採取包含空運、陸運或其他方式的多式聯運、除非另有證據,否則任何損失或損害將被推定發生在空運階段。 在不影響第8、11、13及14條的情況下,順豐在任何 -票的快件運輸中所承擔的全部責任都不超過貨物實際現金價值,且不得超過以下各項中的最高額:100 美元;或在空運或其他非陸運條件下為 20.00 美元/公斤或 9.07 美元/ 磅; 或在陸運條件下為美金 10.00/公斤或美金 4.54/磅(但不適用於美國)。
  - 每票快件只能提出一次索赔,且這種賠償將作為對有關損失及損害的全部和最終的解決方案,如寄件人認為本協議關於賠償的規定將不足以補償其損失,則應對貨物的價值 自行投保,否則寄件人將承擔一切損失和損害的風險。所有索賠必須以書面形式,並在嚴格的時間限制內作出。除非違反適用的法律,所有索賠必須從順豐接受快件起計的 30日內以書面形式作出,否則順豐將不再承擔任何責任。在向順豐作出索賠書面通知起計的90日內,須向順豐交付所有相關的支持性文件。 順豐沒有義務就任何索賠採取 行動,直至所有的運輸費用已經支付。索賠金額不得抵銷該費用。若收件人接受快件而未有在交貨紀錄註明任何損壞,順豐將假定交付情况良好。除非原來的運輸和包裝材 料都可供檢查,否則順豐不會考慮任何有關損害的索賠。順豐不作任何保證,無論是明示或暗示的保證。
- 國際公約 13.

在空運條件下,如果派送的快件的最終目的地或停留國不在發件地所在國家或地區,則華沙和蒙特利爾公約及其任何的後續修訂在可適用的情況下,適用於並在大多數情況下限制 順豐對快件丟失或損壞所應承擔的責任。就國際道路運輸,國際公路貨物運送公約將適用。上述公約限制順豐對快件丟失或損壞所應承擔的責任。

法律適用

考慮到順豐的利益,除與所適用法律衝突,與本條款及細則有關的一切爭議將受到快件發件地所在國家或地區法院的非排他管轄,並適用發件地所在國家或地區的法律,寄件人 不 可撤銷地接受該管轄。

可分割性 15

任何條款的無效或不可執行將不影響本條款及細則的任何其他部分。

16. 管轄語言

為避免畢議,若在本運單中包含非英文的語言(包括本條款及細則),在英文文本與中文文本存有差異時,將以英文文本為准。

These terms and conditions of "S.F. Express's waybill" and "payment via personal credit account (hereinafter jointly as "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 agrees to the terms and conditions of this Agreement upon their signing of the "Hong Kong Personal Credit Account Application Form" (the "Application Form"). S.F. Express shall be entitled to, at its sole discretion, to amend the terms and conditions of this Agreement without prior notice.

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

- S.F. Express will consider the application for personal 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.
- SE. Express is entitled to terminate this credit account at any time if the customer's total expenses within first three months after the application are less than HKD 500. Total expenses include but not limited to Fuel Surcharge, Remote Area Surcharge, Non-Industrial/Commercial Surcharge, Special Warehousing Service Charge, and Other Special Handling Fees.
- All amounts due to S.F. Express under this Agreement shall be paid by the customer within expiry payment day specified in SF's monthly statement.

  If the customer fails to pay the outstanding amount due to S.F. Express within 30 (thirty) days from the date of the relevant monthly statement, S.F. Express may at its sole discretion terminate this Account 4. and sue for damages, costs and expenses incurred.
- We will debit from your registered credit card account directly for the billable charges in your credit account.
- The reference number for this Account shall only be used by the applicant (customer) as stated in the Application Form.

  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.
- 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.

  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
- 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. 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.
- 12. 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.

#### Terms and conditions of S.F. Express's waybill

- - On this Waybill, "SF" refers to S.F. Express Co., Ltd., its subsidiaries and branches, and their respective employees, agents, and independent contractors.

    If your shipment originates outside China, your contract of carriage is with the SF subsidiary, branch, or independent contractor who originally accepts the Shipment from you.
  - "Package" means any container or envelope that is accepted by us for delivery. "Shipment" means all packages which are tendered to and accepted by us on a single Waybill.
- Unacceptable Shipments

Shipper agrees that its Shipment is acceptable for transportation and is deemed unacceptable if:

- It is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), any applicable government department or other relevant organization:
- So customs declaration is made when required by applicable customs regulations; or SF believes it cannot transport an item safely or legally (such items included but are not limited to: animals, currency, bearer form negotiable instruments, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs).
- Right to Inspect
- Your Shipment may, at our option or at the request of government authorities, be opened and inspected by us or such authorities at any time. Shipper's Warranties and Indemnity

Shiper shall indemnify and hold SF harmless for any loss or damage arising out of Shipper's failure to comply with any applicable laws or regulations and for Shipper's breach of the following warranties and representations:

- All information provided by Shipper or its representative is complete and accurate; The Shipment was prepared in secure premises by Shipper's employees;

- Shipper employed reliable staff to prepare the Shipment; Shipper protected the Shipment against unauthorized interference during preparation, storage and transportation to SF;
- The Shipment is properly marked and addressed and packed to ensure safe transportation to SF with ordinary care in handling; All applicable customs, import, export and other laws and regulations have been complied with; and
- The waybill has been signed by Shipper's authorized representative and the Terms and Conditions constitute binding and enforceable obligations of Shipper.

Declared Value Limits
Shipper agrees the Declared Value for Customs on this Waybill is equivalent to the actual cash value of the Shipment while the actual cash value of the Shipment shall not exceed the local currency equivalent of UNITED STATES DOLLARS FIVE THOUSAND (USD5,000.00).

- Transport and Routing
  - SF can hire independent contractors to complete the transportation and other services. Both SF and its contractors represent themselves, their employees, agents and its sub-contractors. All of them can take the rights and interests from this clause, and none of them has the rights to abandon or change this clause.
  - A waybill only contains one shipment.
  - SF has the rights to choose the applicable site to transfer the Shipment.
  - Unless there is any other written agreement while picking-up, the services SF can provide only be limited to pick-up, dispatch, transport, customs clearance if necessary. Shipper agrees their shipment to be transported together with other shipments, and SF may not be in full control toward a single shipment in all facilities.
- Customs, Exports and Imports

SF may perform any of the following activities on Shipper's behalf in order to provide services to Shipper

- Complete any document, amend product and service codes, and pay any duties and taxes required under applicable laws and regulations,
  Act as Shipper's forwarding agent for customs and export control purposes and as Receiver solely for the purpose of designating a customs broker to perform customs clearance and entry and
- Redirect the Shipment to Receiver's import broker or other address upon request by any person who SF believes in its reasonable opinion to be authorized. Delay of Shipments

SF will make every reasonable effort to deliver the Shipment according to SF's regular delivery schedules, but these are not guaranteed and do not form part of the contract. SF is not liable for any damage or loss caused by delays.

- Deliveries and Undeliverable
  - Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Receiver's address given by Shipper, but not necessarily to the named Receiver personally Shipments to addresses with a central receiving area will be delivered to that area. If Receiver refuses delivery or to pay for delivery, or the Shipment is deemed to be unacceptable, or it has been
  - undervalued for customs purposes, or Receiver cannot be reasonably identified or located, SF shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the shipment may be released, disposed of or sold by SF without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against service charges and related administrative costs and the balance of the proceeds of a sale to be returned to Shipper. Shipment Charges & Billing
- - SF's Shipment charges are calculated according to the higher of actual or volumetric weight and any Shipment may be re-weighted and re-measured by SF to confirm this calculation.

    Even if Shipper gives us different payment instructions, Shipper will always be primarily responsible for all charges. Shipper shall pay on demand all shipping or other charges not paid when due by Receiver, in the case of Receiver billing, or by the third party, in the case of third party billing. If SF is required to pay any taxes, duties as levies on behalf of the Shipper, Receiver or some other party, and SF is unable to recover such amount on request from the relevant person, that amount will be payable by the Shipper on demand.
- Circumstances beyond SF's Control

SF is not liable for any loss or damage arising out of circumstances beyond SF's control. These include but are not limited to:-"Act of God"- e.g. earthquake, cyclone, storm, flood, fog; "Force Majeure" -e.g. war, plane crash or embargo; any defect or characteristic related to the nature of the Shipment, even if known to SF; riot or civil commotion; any act or omission by a person not employed or contracted by SF e.g. Shipper, Receiver, third party, customs or other government official; industrial action, and electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recording SF's liability

- - SF contracts with Shipper on the basis that SF's liability is strictly limited to direct loss only and to the per kilo/lb limits in this Section. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, 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 since special risks can be insured by Shipper.

    SF's liability under a waybill, inter alia, arising out of or in connection with negligence, any act or omission, shall be limited to the stipulation of the following.
  - If 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 of such carriage unless proven otherwise. SF's liability in respect of any one Shipment transported, without prejudice to Sections 8, 11, 13, 14, is limited to its actual cash value and shall not exceed the greater of USD 100 or; USD 20.00 /kilogram or USD 9.07/lb for Shipments transported by air or other non-road mode of transportation; or USD 10.00/kilogram or USD 4.54/lb for Shipments transported by air or other non-road mode of transportation; or USD 110.00/kilogram or USD 4.54/lb for Shipments transported by air or other non-road mode of transportation; or USD 110.00/kilogram or USD 4.54/lb for Shipments transported by road (not applicable to the US). Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith. If Shipper regards these limits as insufficient, it must make its own insurance arrangements, failing which Shipper assumes all risks of loss or damage. All claims must be made in writing and within strict time limits. Unless contrary to applicable laws, all
  - claims must be submitted in writing to SF within thirty (30) days from the date that SF accepted the Shipment, failing which SF shall have no liability whatsoever. Within ninety (90) days after written notification of the claim to SF, it must be documented by delivery to SF all relevant supporting documentation. SF is not obligated to act on any claim until all transportation charges have been paid. The claim amount shall not be set off against such charges. If the Receiver accepts the Shipment without noting any damage on the delivery record, SF will assume the Shipment was delivered in good condition. SF will not consider any claim for damages unless the original shipping and packing materials are available for its inspection. SF makes no warranties, express or implied.
- 13. International Conventions

If the Shipment is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the Warsaw and Montreal Conventions and any of their subsequent amendments and protocols, if applicable, governs and in most cases limits SF's liability for loss or damage. For international road transportation, the Convention for the International Carriage of Goods by Road (CMR) may apply. These conventions limit SF's liability for loss or damage.

- Governing Law
  - Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of SF, to the non-exclusive jurisdiction of the courts of, and governed by the law of, the country of origin of the Shipment and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

If there are different languages incorporated in this Waybill (including this Terms and Conditions), the English version shall always prevail in the event of any inconsistency.