

Refrigerated Delivery Service - Claim Agreement

This Refrigerated Delivery Service - Claim Agreement ("Agreement") is signed by the parties dated

BETWEEN

Company Name _____ (the "Consigner")
Company Address _____
Contact Number _____
Contact Person _____

AND

Company Name **S.F. EXPRESS (HONG KONG) LIMITED** ("S.F.")
Company Address 9/F, Asia Logistics Hub - SF Centre, 36 Hong Wan Road, Tsing Yi, N.T., Hong Kong

S.F. and Consigner hereby agree to the following:

- Both parties agree that this Agreement supplements the Waybill Terms and Conditions which is applied to the Refrigerated Delivery Service provided by S.F. to Consigner. For any conflict or inconsistency between the Agreement and the Waybill Terms and Conditions, the Agreement shall prevail. In case of any terms and conditions not included in this Agreement, the Waybill Terms and Conditions shall prevail. The Consigner should always read the said Waybill Terms and Conditions in conjunction with this Agreement.
- S.F. agrees to provide the Refrigerated Delivery Service to Consigner subject to the Waybill Terms and Conditions and this Agreement. S.F. reserves the right to add, modify or remove any standard terms and conditions without prior notice to Consigner.

3. Consigner's Obligations

- Consigner shall ensure that the delivery item is packed in a box, wrapper or container which is suitable to the nature and weight of the delivery item to against damage. Consigner shall also ensure the internal and external packages will not be torn or broken, any seal will not be broken or two adhesive surfaces will not be forced apart during delivery.
- Consigner shall ensure that the delivery item is properly packed in a box or container with sufficient durability and strength so as to protect it against damage during delivery.

4. S.F.'s Right to Inspect Contents

If necessary, S.F. may at any time, in its absolute and sole discretion, open and inspect the contents of the delivery item for safety or legal reason whatsoever including but not limit to the verification of the contents of the delivery item. Upon such opening and inspection, if the description and declaration of the contents of the delivery item is verified as being incorrect or misleading, or in the event that S.F. declares the safety of the delivery item cannot be ensured during delivery, while necessary, S.F. may, in its absolute and sole discretion, refuse to accept such delivery item without giving any reason to Consigner or it may revise the shipment charges applicable to the contents discovered.

5. Delivery Date

- Consigner shall understand and agree that S.F. may not guarantee to deliver the delivery item to the addressee according to the

preferred delivery date and preferred time zone as indicated by Consigner on the consignment note. S.F. is not liable for any damage or loss caused by such delay, including but not limited to food spoilage.

- 5.2 In the event that the named addressee refuses to receive the delivery item or refuses to pay the fees, S.F. shall notify Consigner of the delivery failure and seek the instructions for the appropriate action to be taken (and such costs will be forthwith reimbursed by Consigner). However, S.F. reserves the right to decline to accept further instructions from Consigner for any reason whatsoever.
- 5.3 In the event that Consigner does not provide instructions regarding the appropriate action to be taken, the delivery item may be disposed of by S.F. at its sole discretion (and such costs will be forthwith reimbursed by Consigner). In the event that the contents of the delivery item are found by S.F. to be perishable or otherwise susceptible to changes in quality, S.F. has the right and sole discretion to immediately dispose of the item. Consigner agrees S.F. is not liable for any damage or loss as an extension to this Term and Condition.

6. Loss or Damage

- 6.1 Consigner hereby irrevocably covenants and undertakes that it will assume all risks of loss or damage of the shipments under the Refrigerated Delivery Service. In the event of any claims which might be brought by any third parties against S.F. in respect of the damage or loss of the shipment, Consigner undertakes to keep indemnified defend and hold harmless to S.F., its directors, officers, employees, representatives and agents, from and against any claim which might be brought by the legal or equitable owner of the shipments.
- 6.2 In the event that S.F. discovers loss or damage of the delivery item, S.F. shall notify Consigner of such loss or damage within a reasonable period and shall seek instructions from Consigner with respect to the appropriate action to be taken. If Consigner does not provide further instructions regarding the appropriate action to be taken within a reasonable period of S.F.'s notification, S.F. has the right to take such action in relation to the delivery item as it deems appropriate, such as re-delivery of the delivery item to Consigner, return of the delivery item to Consigner or retention of the delivery item, and such costs will be forthwith reimbursed by Consigner.
- 6.3 For the Refrigerated Delivery Service, Consigner hereby agrees and acknowledges that S.F. provides 3 types of storage temperature, (i) -18 to -15 °C (ii) 0 to 4 °C (iii) 17 to 20 °C. S.F. shall not be liable to for any loss, damage or claims from any third parties in connection with falsely declaration on storage temperature by Consigner. Consigner shall keep indemnified defend and hold harmless to S.F. against any claim which might be brought by any third parties in respect of the damage or loss of the shipment.
- 6.4 Consigner shall make its own insurance arrangement for the shipment(s) where deems necessary.

7. S.F.'s Liability

- 7.1 Consigner hereby agrees and acknowledges to exempt S.F. from claim and legal liability regarding the following damage or loss:
- (a) Any acts or omissions of any third parties, including but not limit to Consigner, the named addressee or any government official;
 - (b) The wear and tear, de-arrangement, heat, mold, rot, dis-coloration, degeneration, explosion, ignition or the hazardous, perishable, corruptible, fragile, or brittle nature of the contents of the delivery item;
 - (c) Consigner's failure to specify any special precautions to be taken in respect of a delivery item on the Consignment Note; or
 - (d) The delivery of any of the items that S.F. may decline to deliver (where S.F. was not aware that the contents of a delivery item comprised or included such item).
- 7.2 S.F. shall not be liable for indirect or consequential loss or damage, including without limitation loss of profit, income, interest, future business or anticipated savings, even if the risk of such loss or damage was brought to S.F.'s attention before or after acceptance of the delivery item.

8. Claims

- 8.1 Any claims for damage to and/or loss of the delivery item must be made within 7 days from the date S.F. accepts for the delivery item for delivery. After the expiry of the prescribed time limit, S.F. shall have no liability whatsoever.
- 8.2 Claims are limited to one claim per delivery item, settlement shall be a complete and final settlement for all loss or damage in

connection therewith.

- 8.3 S.F.'s liability for any loss of the delivery item shall be limited to the compensation limits on the Consignment Note (**"Compensation Limits"**).
- 8.4 In the case of damage to the delivery item subjected to S.F.'s responsibility, the amount of compensation shall be based on S.F.'s own assessment of the damage to or the actual value of the delivery item. The amount of compensation shall not exceed the compensation limits.

9. Consigner's Warranties and Indemnity

Consigner shall keep S.F. indemnified against all demands, claims, action, proceedings, costs, charges or expenses including but not limited to penalties, storage charges, retrieval and administrative costs, duties and taxes incurred, suffered or sustained by S.F. in connection with the Refrigerated delivery Service.

10. Personal Data (Privacy) Policy

By signing of the consignment note etc., Consigner shall authorize S.F. to use your personal data for all lawful purpose including but not limited to disclosure of your personal data by S.F. to any government and/or regulatory authority.

11. Governing Law

This Agreement shall be interpreted and governed by the laws of HKSAR.

- 11.1 Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the UNCITRAL Arbitration Rules in force when the Notice of Arbitration is submitted, as modified by the HKIAC Procedures for the Administration of International Arbitration;
- 11.2 The law of this arbitration clause shall be Hong Kong law;
- 11.3 The place of arbitration shall be Hong Kong;
- 11.4 The number of arbitrators shall be one. The arbitration proceedings shall be conducted in Chinese / English.

IN WITNESS HEREOF, the parties hereby execute and enter into this Agreement on the date stated on the first page. This Agreement is executed in two counterparts, with each party to hold one with the same legal effect. In case of any discrepancy between the English and Chinese versions of the terms and conditions of this Agreement, the Chinese version shall prevail.

Signed by:

Signed by:

(Signature with Company Chop)

For and on behalf of

(Signature with Company Chop)

For and on behalf of

S.F. Express (Hong Kong) Limited