

Standard Terms and Conditions

Definitions

"**Qxpress**" means QXPRESS EXPRESS SINGAPORE Pte. Ltd.

"**Partners**" means contractors designated by Qxpress.

"**Standard Terms and Conditions**" means the general terms and conditions set out here

"**Qxpress Service**" means services for the delivery or transportation of goods or packages by Qxpress within Singapore or from overseas, the 3rd party warehouse management services, the unloading service to DPC, the pickup services for delivery, and the packaging service for delivery in accordance with the Standard Terms and Conditions set out herein.

"**Delivery Item**" means all documents, packages, parcels or any part of articles or contents under one waybill and/or invoice and which may be transported by any means Qxpress deems fit.

"**DPC**" means the Delivery Packaging Center in Qxpress.

"**YOU**" means a sender and/or a addressee.

"**Package Size**" means total sum of width(cm), length(cm) and height(cm).

"**IDA**" means the Info-Communications Development Authority of Singapore.

1. Application

(1) YOU hereby agree that YOU have applied for use of the Qxpress Service on the Standard Terms and Conditions set out herein. These Standard Terms and Conditions shall apply to any application for use of the Qxpress Service at any of Qxpress's designated offices, DPCs, branches and partners offering the Qxpress Service during its opening hours.

(2) The waybill or invoice issued to YOU by Qxpress in connection with your application for use the Qxpress Service shall incorporate these Standard Terms and Conditions.

2. Sender's Obligations

(1) The Sender shall ensure that the Delivery Item is packed in a case, wrapper or container appropriate to the nature and weight of the Delivery Item so that no part of the Delivery Item may be removed without the case, wrapper or container being torn or broken, a seal being broken or two adhesive surfaces being forced part. In the event that packing of the Delivery Item is deemed by Qxpress to be unsuitable for transportation, upon notification by Qxpress, the sender shall re-pack the Delivery Item in a suitable case, wrapper or container, failing which Qxpress will re-pack the Delivery Item at the sender's expense.

(2) The sender shall ensure that the Delivery Item is adequately packed so as to protect against damage to the Delivery Item during the course of delivery.

(3) In the case of smaller size of a Delivery Item, the case, wrapper or container shall be over length 15cm x width 10cm so that a waybill can be put.

(4) In the case of a Delivery Item of a fragile nature, that the Delivery Item shall be packed in a case or container of sufficient durability and strength and shall be encased in or surrounded by sufficient and suitable protective material inside that case or container such that the Delivery Item is guarded against damage that may result from any force, pressure or blows to which postal items are ordinarily subject during the course of delivery and that such Delivery Item shall bear the words "FRAGILE" prominently displayed on the face of the case or container.

(5) In the case of a Delivery Item which is susceptible to damage by bending, that the Delivery Item shall be packed in a case or container of sufficient durability and strength to prevent the Delivery Item from being bent or otherwise damaged during the course of delivery and such case or container shall bear the words "DO NOT BEND" prominently displayed on the face of the case or container.

(6) The Sender shall state on the address label or waybill provided by Qxpress in respect of each Delivery Item all information required in the address label, waybill and/or invoice, including without limitation;

- (a) The sender's name, address (including the postal code) and telephone number
- (b) The addressee's name, delivery address (including the postal code) and telephone number
- (c) The Preferred Time Zone
- (d) Description of the contents of the Delivery Item
- (e) Special precautions to be taken in respect of the Delivery Item
e.g. "FRAGILE", "PERISHABLE", "DO NOT BEND" etc.

3. Refusal of Shipments

(1) The Sender hereby agree and acknowledge that Qxpress may decline to deliver any item where;

- (a) the application for delivery does not comply with the Standard Terms and Conditions stipulated herein.
- (b) the sender fail to accurately describe and declare the contents of the Delivery Item
- (c) the packing of the Delivery Item is deemed unacceptable for delivery
- (d) delivery is prevented, impeded or otherwise made unsafe or difficult by reason of unforeseen events such an act of God or event of force majeure
- (e) the sender request any change to the scope of the Qxpress Service to which Qxpress does not agree to in writing

(2) Qxpress is of the opinion that it is unable to deliver any item safely or legally including

without limitation the following items;

- (a) Explosives, firearms or other offensive weapons, flammable or hazardous materials, poisonous or infectious substances, blood or blood products(whether infectious or not), dangerous or undesirable goods and all items prohibited by the International Air Transport Association, the International Civil Aviation Organization or any relevant government authority or under any applicable law or regulation
- (b) Human or animal remains, memorial tablets or any items for use in religious ceremonies
- (c) Live animals
- (d) Credit cards, debit cards or cash cards
- (e) Currency, cheques, bills or any bearer form negotiable instruments
- (f) Share certificates or other documents evidencing title to securities
- (g) Personal documents issued by government authorities such as identification cards, passports, driver's licenses, birth certificates etc.
- (h) Original copies of any record, drawing, document or electronic recording of which duplicates or copies have not been made and kept by YOU.
- (i) Documents containing a substantial amount of confidential information
- (j) Precious metals and stones
- (k) Illegal narcotics or drugs

4. Charges

- (1) YOU shall pay to Qxpress such amount of charges as determined by Qxpress upon your application for use of the Qxpress Service. Qxpress reserves the right to claim the charges from the addressee of the Delivery Item upon delivery.
- (2) There will be no refund of the fees once paid to Qxpress, save in cases where any of the events result in loss or damage to the Delivery Item which Qxpress deems significant.

5. Outsourcing Transportation

Qxpress has the right to enter into any sub-contract for performance of its obligations hereunder without prior notification to YOU provided always that Qxpress shall remain at all times primarily responsible to YOU for its obligations.

6. Delivery

- (1) "**Delivery**" is deemed have been completed where the Delivery Item is delivered to the addressee's address as specified by the sender but not necessarily to the named addressee personally.

(2) Qxpress shall make every reasonable effort (minimum 3rd trials by Qxpress and/or Partners) to deliver the Delivery Item to the addressee by five(5) working days (weekends and holidays excluded) from the departure date of Qxpress's DPC. After that, the Delivery Item shall be returned to any of Qxpress's offices or DPC, and Qxpress will send a delivery failure notice the addressee using e-mail or SMS shall be made containing the following: the attempted time and date of delivery and telephone number or e-mail address for inquiries regarding retrieval of the Delivery Item.

(3) In the event that the addressee is found to be absent from the address specified by the sender and no other persons are present to take delivery of the Delivery Item, the Delivery Item will be returned at any of Qxpress's offices or DPC and Qxpress will send a delivery failure notice to the addressee using e-mail or SMS shall be made containing the following: the attempted time and date of delivery and telephone number or e-mail address for inquiries regarding retrieval of the Delivery Item.

(4) Qxpress and/or Partners may deliver the Delivery Item to an alternative addressee and address specified by YOU provided only that such alternative addressee and address are clearly written.

(5) In the event that the named addressee refuses to take delivery of the Delivery Item or refuses to pay the Fees, Qxpress and/or Partners is unable to identify or locate the named addressee after making every reasonable effort, the Delivery has been deemed by Qxpress and/or Partners to be unacceptable for delivery or Qxpress and/or Partners is unable to deliver the Delivery Item for any reason whatsoever, Qxpress and/or Partners will return the Delivery Item to any of Qxpress's offices and DPC, and Qxpress shall notify the sender of the delivery failure using e-mail or SMS and seek your instructions as to the appropriate action to be taken, such as the disposal or re-delivery of the Delivery Item, within five(5) working days from the date of such delivery failure. All costs incurred by Qxpress and or Partners arising from such action shall borne by YOU. Qxpress reserves the right to decline to accept such further instructions from YOU for any reason whatsoever.

(6) In the event that YOU do not provide instructions regarding the appropriate action to be taken within a period of ninety(90) calendar days after Qxpress has notified YOU of a delivery failure notice, the Delivery Item may be released, sold by or otherwise disposed of by Qxpress. Without prejudice to the foregoing, in the event that the contents of the Delivery Item are found by Qxpress to be perishable or otherwise susceptible to changes in quality, Qxpress has the right to immediately dispose of the item without waiting for the expiry of the ninety(90) calendar days period.

(7) YOU shall pay to Qxpress all charges, including administrative fees and service charges, arising from the disposal of the Delivery Item by Qxpress. Qxpress may apply the proceeds of

the sale of a Delivery Item (if any) against any such charges and shall return the balance of the proceeds (if any) to YOU.

7. Loss or Damage

(1) In the event that Qxpress discovers that there has been loss of or damage to the Delivery Item, Qxpress shall notify the sender of such loss or damage within five(5) calendar days from such loss or damage and shall seek instructions from the sender with respect to the appropriate action to be taken. Qxpress reserves the right to decline to accept any further instructions for any reason whatsoever.

(2) In the event that the sender do not provide further instructions regarding the appropriate action to be taken within five(5) calendar days of Qxpress notifying the sender of the loss or damage, Qxpress shall take such action in relation to the Delivery Item as it deems appropriate, including without limitation, re-delivery of the Delivery Item to the sender or retention of the Delivery Item, and shall notify the sender of the same.

(3) All costs arising from further action taken in relation to the Delivery Item in accordance with Clauses 7.(1) and 7.(2) above shall be borne by the sender, unless the loss or damage to the Delivery Item was caused by Qxpress's gross negligence.

8. Liability

(1) Qxpress shall not be liable for loss or damage arising from or in connection with:

- (a) the delivery of any of the articles set out in Clause 3.(2) (where Qxpress was not aware that the contents of a Delivery Item comprised or included such articles).
- (b) the sender's failure to specify any special precautions to be taken in respect of a Delivery Item, as required under Clauses 2.
- (c) the misalignment, wear and tear, de-arrangement, heat, mould, rot, discoloration, degeneration, explosion, ignition or the hazardous, perishable, corruptible, fragile, or brittle nature of the contents of the Delivery Item
- (d) delay or confiscation by any government authority due to the discovery of prohibited contents of the Delivery Item
- (e) Qxpress's failure to perform any of its obligations hereunder as a consequence of circumstances outside its control, including without limitation any act of God such as weather conditions, flood or earthquake, work stoppages, strikes, industrial disputes, war, any act of government, accidents, traffic obstructions or congestion, mechanical breakdown, or other events of force majeure.
- (f) any acts or omissions of any party other than Qxpress, including without limitation of the sender, the named addressee, any government official or any subcontractor engaged

by Qxpress (whether or not the sender had notice of any arrangement between Qxpress or such sub-contractor).

(2) Qxpress 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 Qxpress's attention before or after acceptance of the Delivery Item.

(3) Qxpress shall not be liable for delay or non-delivery of a Delivery Item arising from or in connection with the detention of the Delivery Item by any government authority.

(4) For the avoidance of doubt, Qxpress shall not in any way be liable or responsible for a Delivery Item prior to the Delivery Item being accepted by Qxpress for delivery.

9. Claims

(1) Any claims for damage or loss to the Delivery Item must be made within 14 days from the delivered date by the addressee, failing which Qxpress shall have no liability whatsoever.

(2) All claims must be made in writing or email, accompanied by the waybill, relevant invoices and receipts and other supporting documents requested by Qxpress and submitted to the following address:

541 Bukit Batok Street 23, #01-01 TACAM Industrial Building, Singapore 659546

QXPRESS PTE. LTD.

e-mail: info@qxpress.asia

(4) Claims are limited to one claim per Delivery Item, settlement of which shall be full and final settlement for all loss or damage in connection therewith.

(5) Without prejudice to Clause 8 and provided that Qxpress is satisfied that your claim is justified, Qxpress's liability for any loss of or damage to the Delivery Item shall be limited to maximum SGD300 per consignment or be based on the price indicated by the sender on the waybill, whichever is lower.

(6) In the case of damage to the Delivery Item, the amount of compensation by Qxpress shall be based on Qxpress's assessment of the extent of the damage to and the actual cash value of the contents of the Delivery Item provided always that the amount of compensation shall not exceed SGD300. In the case of loss of or damage to the Delivery Item, Qxpress shall have the option of either replacing the Delivery Item or making monetary compensation within the SGD300.

(7) Save in cases of a delivery failure as described in Clause 6, Qxpress's liability for any loss or damage arising from Qxpress's failure to deliver a Delivery Item shall be limited to the amount of the Fees charged in respect of that Delivery Item.

(8) For the avoidance of doubt, Qxpress's liability shall not exceed the Compensation Limits in

the event that there is both damage to a Delivery Item as well as a delay in its delivery.

10. Indemnity

YOU shall keep Qxpress 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 Qxpress in connection with the Qxpress Service provided by Qxpress.

11. Governing Law

(1) The Standard Terms and Conditions set out herein shall be subject to and construed in accordance with the law of Singapore. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore and agree that all proceedings in relation to any dispute arising out of or in connection with these Standard Terms and Conditions shall be commenced in the courts of Singapore.

(2) For the avoidance of doubt, these Standard Terms and Conditions shall (notwithstanding anything contained herein) be subject to the Postal Services Act of Singapore and any directions given by the IDA or pursuant to the conditions of any license granted by the IDA.

Appendix A.

1. The Standard Terms and Conditions herein is effective on 01 August, 2012.