

General Terms & Conditions

1. Definitions

- 1.1. "Charges" means any fee, any surcharge or any cost that should be payable by the Customer in connection with any Qxpress Services.
- 1.2. "Customer" means any company or any individual who applies or subscribes for any Services provided by Qxpress.
- 1.3. "DPC" means the Delivery Processing Centre of Qxpress.
- 1.4. "IATA" means International Air Transport Association.
- 1.5. "ICAO" means International Civil Aviation Organisation.
- 1.6. "Item Size" means the total sum of width (cm), length (cm) and height (cm) of the item.
- 1.7. "Long Keep Store" means the place being stored by Qxpress.
- 1.8. "Parcel Size" means the total sum of width (cm), length (cm) and height (cm) of the parcel.
- 1.9. "Personal Data" means the terms in Personal Data Protection Act 2010 of Malaysia (PDPA) of Act 709 and any amendments thereof.
- 1.10. "POD" means the Proof of Delivery.
- 1.11. "POP" means the Proof of Pickup.
- 1.12. "QFC" means the Qxpress Fulfilment Centre.
- 1.13. "QWMS" means the Qxpress Warehouse Management System owned by Qxpress.
- 1.14. "Qxpress" means Qxpress Sdn. Bhd.
- 1.15. "RA Zones" mean the Restricted Area Zones that can't be collected or delivered by Qxpress.
- 1.16. "Recipient" means the receiver designated by the Customer.
- 1.17. "Service Days" means Mondays to Saturdays, excluding Sundays and Public Holidays.
- 1.18. "SKU" means Stock Keeping Unit.
- 1.19. "SKU Number" means the unique identification number for the identification for the item.
- 1.20. "Specific Terms & Conditions" mean the terms & conditions described by Qxpress with respect to the provision of each specific service.
- 1.21. "SST" means the prevailing tax imposed under the Sales and Service Tax in Malaysia.
- 1.22. "Vendor" means any individual or any company engaged by Qxpress.
- 1.23. "Volume Weight" shall be calculated by the formula; width (cm) x length (cm) x height (cm) / 6,000 and applied to the International Delivery Services overseas.
- 1.24. "Handling Fee" means an administrative fee for the preparation and submission of shipping documents to our local customs for goods declarations and clearance.
- 1.25. "Waybill" means the document designed or confirmed by Qxpress includes required information of the Customer, the Recipient and the item.
- 1.26. "Direct Release (DR) shipment" means any shipment with value below the RM500 *de minimis* threshold and without the need for additional documentation.
- 1.27. "Formal Clearance" means any shipment with value above RM500, shipment that needs to undergo OGA inspection or any shipment that needs supporting documents during Customs Clearance process.
- 1.28. "Customs Clearance" means the act of moving goods through customs so they can enter the country.
- 1.29. "OGA" means Other Government Agency such as National Pharmaceutical Regulatory Agency (NPRA), Malaysian Quarantine and Inspection Services

(MAQIS) and Standard and Industrial Research Institute of Malaysia (SIRIM)

2. Application of General Terms & Conditions

2.1. The General Terms & Conditions shall apply to each and all the Services whenever applied for or provided to the Customer, in addition to any Specific Terms & Conditions, except to the extent, if any, expressly excluded in the Specific Service Terms and Conditions, provided that:

2.1.1. In the event of any conflict or inconsistency between any provision of the Specific Terms & Conditions and any provision of these General Terms & Conditions, the provision of the Specific Terms and Conditions shall prevail

2.1.2. All rights conferred on Qxpress under these General Terms & Conditions with respect to any matter or event shall be additional to the rights conferred on Qxpress under the Specific Terms & Conditions with respect to that matter or event.

3. Domestic Standard Delivery Services

3.1. Definition

3.1.1. Qxpress shall use its reasonable efforts to collect from the Customer's address and deliver the parcel to the recipient's address.

3.2. Customer's Responsibilities

3.2.1. The parcel should be packed in a reasonably strong case, wrapper, container or carton box appropriate to its contents, and so that no part of the contents can be removed without either breaking or tearing the case, wrapper, container or carton box, or forcing two adhesive faces apart, or breaking a seal.

3.2.2. The Waybill must be printed and pasted securely on the parcel.

3.2.3. Customers must reveal to Qxpress all important information including but not limited to the actual value and description of package(s) and/or content(s).

3.2.3.1. Customer shall be responsible for the accuracy and completeness of the particulars and for ensuring that all shipments set out adequate contact details for the Customer and Recipient of the shipment and that they are so packed, marked and/or labelled, their contents so described and classified and are accompanied by such documentation as may (in each case) be necessary to make them suitable for transportation.

3.2.3.2. Qxpress shall not be responsible for any claim or freight charges or any other costs for, including but not limited to, any false, misrepresentation, inconsistent, misleading, illegal, incomplete and/or complex statement.

3.2.4. All contents of the parcel should be adequately packed so as to protect against damage in the course of transportation and in particular, but not limited to:

3.2.4.1. The parcel having a fragile nature shall be packed in a container of sufficient strength and shall be surrounded in that container with sufficient and suitable material to protect the parcel against the effect of such external shocks, pressure and knocks to the parcel and the parcel shall bear the words, and/or paste the sticker "FRAGILE", and/or "HANDLE WITH CARE" prominently on the surface of the box or the case.

3.2.4.2. The parcel which shall be damaged by bending should be packed in a container of sufficient strength to prevent the

- parcel from being bent or otherwise damaged in transportation, and the parcel shall bear the words, and/or paste the sticker "DO NOT BEND" prominently on the surface of the box or the case.
- 3.2.4.3. Ensure appropriate material, quality, sizes of packaging used suitable for shipment carried, considering its nature, weight, sizes, shapes etc. Eg. Fragile items should be packed in boxes with solid in-fillers, documents should be packed in hard-cover paper enveloped etc.
 - 3.2.4.4. A good packaging should be able to withstand 2 metres of free fall, and 30KG of pressure.
 - 3.2.4.5. Ensure internal fillers are sufficient, proper layering, no space left, well organised, no shifting or movement of content in the packaging or impacts among contents in the packaging (if multiple contents, items should be wrapped individually in the parcel).
 - 3.2.4.6. Ensure sharp or pointy items are properly wrapped, no exposure of sharp or pointy edges to avoid hurting our staffs or damaging other parcels. Sender is fully responsible for any medical or damage if such parcel causes injuries or damages.
 - 3.2.4.7. Ensure high value items are tightly packed, sealed, un-concealable of internal content to outsiders and durable for transit.
 - 3.2.4.8. Ensure all fragile items are well packed and sealed.
 - 3.2.4.9. Ensure parcels packed are clean, dry, odourless, oil-free, and contamination free. All parcels should be properly packed, no leakage, content exposure, tear, no re-use of used packaging materials etc.
 - 3.2.4.10. Packaging of air-freight shipments should comply with IATA (International Air Transport Association) and ICAO (International Civil Aviation Organisation) guidelines.
 - 3.2.5. The minimum size of the parcel must be over 10cm x length 15cm so that the Waybill can be put on.
 - 3.2.6. The weight of the parcel must not exceed 30 Kg.
 - 3.2.7. The maximum of the Parcel Size must not exceed 300cm and the largest dimension of the parcel may not exceed 150cm.
 - 3.2.8. The Customer must provide the below information to Qxpress systems;
 - 3.2.8.1. The Customer's name, the address and the postal code, the contact number and the e-mail address.
 - 3.2.8.2. The recipient's name, the address and the postal code, the mobile number and the e-mail address.
 - 3.2.8.3. The description of the contents of the parcel and its value.
 - 3.2.9. The Customer should generate the pickup request until the previous day from the designated collection date to Qxpress system, not call or email.
 - 3.2.10. The Customer must verify the total quantity of collected parcels tallies with the quantity of the POP when signing.
 - 3.2.11. The customer shall not be allowed to change the pickup address, discontinue or suspend the delivery, return the parcel to the Customer, change the recipient of the parcel, or dispose of the parcel after the pickup request and/or the delivery order has been submitted.
 - 3.3. Rejection by Qxpress
 - 3.3.1. Qxpress may, at any time, by its sole discretion, open the parcel and inspect the contents of the parcel for any reason.

- 3.3.2. The Customer agrees and acknowledges that Qxpress may reject to deliver any parcel hereby;
 - 3.3.2.1. The parcel does not comply with Clause 3.2.
 - 3.3.2.2. The customer fails to describe and declare the contents and/or the amount of the parcel accurately.
 - 3.3.2.3. The packaging standard does not conform to Qxpress requirements and is deemed unacceptable for delivery.
 - 3.3.2.4. If the Customer may ask to change the service scope not agreed by Qxpress in writing.
- 3.3.3. Qxpress have the right to reject the following contents to be not delivered in the legal or safety scope;
 - 3.3.3.1. All dangerous or illegal goods but not limited to explosives, firearms and other offensive weapons, flammable or harmful materials, poisonous or contagious materials, blood or blood products.
 - 3.3.3.2. Human or animal remains, any items used for religious ceremony
 - 3.3.3.3. Live animals
 - 3.3.3.4. Credit cards, debit cards, or cash cards, cash, precious metals or stones
 - 3.3.3.5. Any identification cards, passports, driver's licences issued by any government authorities.
 - 3.3.3.6. Original copies of any record, drawings, documents or electronic recordings that cannot be duplicated or copied
 - 3.3.3.7. Illegal drugs
- 3.3.4. Qxpress has the right to reject delivering the parcel from the Customer in case the Customer shall not pay to Qxpress on its Charges, or being overdue on any payment to Qxpress, be not enough for the balance of the Customer's account.
- 3.4. Pickup
 - 3.4.1. Qxpress shall provide the Customer with the pickup services from the location as specified by the Customer to DPC(s) during the Service Days.
 - 3.4.2. Pickup requests shall be voided or rejected in case of;
 - 3.4.3. Details such as the contact name, mobile number, e-mail address, the valid pickup address and the expected quantity are not provided.
 - 3.4.3.1. Pick up requests only will be available within the coverage area.
 - 3.4.3.2. The Customer provided an incomplete address or any address under the RA Zones.
 - 3.4.3.3. The Customer may ask to do the Services on not Services Days or, on not available time slots.
 - 3.4.4. Qxpress shall try two (2) attempts during two (2) consecutive service days for each pickup address.
- 3.5. Delivery
 - 3.5.1. Delivery shall be deemed where the parcel has been delivered to the recipient's address but not necessarily to the named recipient.
 - 3.5.2. Qxpress shall make any reasonable efforts to deliver the parcel by trying three (3) times during three (3) Consecutive service days from the starting date of the delivery.
 - 3.5.3. The parcel shall be returned to the Customer's address in case;
 - 3.5.3.1. Failed to deliver after three (3) times of the delivery trial.
 - 3.5.3.2. The recipient shall be absent from the address
 - 3.5.3.3. No other person on behalf of the recipient shall be present.
 - 3.5.3.4. The recipient will refuse to take the parcel

- 3.5.3.5. The recipient's address shall be incomplete or belong to the RA Zones
- 3.5.4. Qxpress will provide its tracking services to the Customer via Qxpress Website, www.qxpress.net.
- 3.6. Charges
 - 3.6.1. The delivery fee of Qxpress shall be applied from DPC(s) to the recipient's address specified by the Customer. Qxpress shall fix and charge the Charges including any fee or surcharge of the parcel at the time of the acceptance at the DPC.
 - 3.6.2. The Customer shall agree Qxpress do not have any responsibilities to refund the delivery fee if the delivery shall be failed according to the Clause 3.5
 - 3.6.3. The Customer shall bear all return fees from DPC(s) to the pickup location in the event of rejection by Qxpress after pickup.
 - 3.6.4. Qxpress shall have the right to charge the Customer for redelivery charges if any.
 - 3.6.5. The Customer shall bear any cost incurred or charges imposed by Qxpress in connection with returns or disposals.
 - 3.6.6. Qxpress may at any time change the Charges, and any changes on the Charges by Qxpress shall apply from such date when Qxpress may notify the Customer via email.
- 3.7. Liabilities
 - 3.7.1. Qxpress shall have the responsibility for only the parcel(s) in the POP signed by the Customer.
 - 3.7.2. Qxpress shall not be liable for any damage to or any loss of the parcel which has not been proven that it was caused by Qxpress;
 - 3.7.2.1. If the Customer shall be in violation against the Clause 3.2.
 - 3.7.2.2. If the damage to or the loss of the parcel, including but not limited to handle with care, is perishable, flammable, spoiled or discoloured, caused by defects or characteristics of the parcel itself.
 - 3.7.2.3. Damage or loss caused by an intentional or unintentional act of the Customer, the recipient, or any other third party.
 - 3.7.2.4. Delay or forfeit made by governmental authorities
 - 3.7.2.5. Qxpress shall fail to perform its obligations as consequences of situations outside in its control, including without limitation to any act of God such as floods, earthquakes, strikes, riots, war, and any other force majeure.
 - 3.7.3. Unless the parcel shall be covered by the insurance of Qxpress, the maximum compensation limit shall not exceed RM500.
 - 3.7.4. The responsibilities of the Services shall be completed at the time the parcel shall be delivered to the recipient's address, or returned to the Customer.
- 3.8. Insurance
 - 3.8.1. The insurance by Qxpress shall cover all risks generated by Qxpress from the pickup location to the recipient's address regardless of the compensation limit.
 - 3.8.2. The Customer may subscribe the insurance with 1.0% of the insurance premium of the declared parcel amount of the parcel and shall be charged to the Customer with the Charges.
 - 3.8.3. All damages directly or indirectly incurred from the Clause 3.7 shall be excluded from the scope of Qxpress insurance services.
 - 3.8.4. Qxpress may at any time change the insurance premium, and any changes by Qxpress shall apply from such date when Qxpress may notify the Customer via email.

4. International Delivery Services

4.1. Definition

- 4.1.1. Qxpress shall use its reasonable efforts to collect the parcel(s) from the Customer's address for dispatch to the international delivery to overseas, and deliver the parcel(s) from overseas to the recipient's address designated by the Customer.
- 4.1.2. The local delivery in the destination country shall be done according to the terms & conditions of the courier services company designated by Qxpress.

4.2. Customer's Responsibilities and Rejection by Qxpress

- 4.2.1. The Clause 3.2 and the Clause 3.3 shall be applied.
- 4.2.2. The contents of the parcel should be compliance with;
 - 4.2.2.1. Any regulations or rules of relevant governmental authorities.
 - 4.2.2.2. Any regulations or rules of the destination country.
 - 4.2.2.3. Goods permitted by IATA or ICAO

4.3. Outbound to overseas

4.3.1. Pickup

- 4.3.1.1. Clause 3.4 shall be applied.

4.3.2. Export & Import Regulations

- 4.3.2.1. The Customer shall comply with the applicable export regulations of the departure country and the import regulations of the destination country.
- 4.3.2.2. The Customer shall be asked to pay duties and taxes incurred under government regulations.
- 4.3.2.3. The Customer shall complete the required documents truthfully and completely such as the customs declaration, the export licence if any, and so on.
- 4.3.2.4. Qxpress may, at any time, by its sole discretion, open the parcel and inspect the contents of the parcel to tally with item description declared. The parcel shall be returned to the Customer if the contents do not tally with item description.
- 4.3.2.5. Qxpress may impose the return fee and the inspection charges if there is any non-compliance.

4.3.3. Customs Clearance

- 4.3.3.1. Qxpress may perform any of the following activities on Customer or Recipient's behalf in order to provide its services:
 - 4.3.3.1.1. Complete any documents, amend product or service codes, and pay any default duties, taxes or penalties required under applicable laws and regulations ("Customs Duties").
 - 4.3.3.1.2. In the event of incomplete item description and quantity, Qxpress have the rights to amend the detail in the commercial invoice based on the original declaration made by the Customer.
 - 4.3.3.1.3. Act as Customer's forwarding agent for customs and export control purposes and as Recipient solely for the purpose of designating a customs broker to perform customs clearance and entry.
- 4.3.3.2. Qxpress shall not be responsible for the delay in the performance of its obligations as transit time might be affected due to customs clearance procedure.
- 4.3.3.3. Customs penalties, storage charges, or other expenses incurred as a result of an action by customs or failure by the Sender or Receiver to provide proper documentation or to obtain a required licence or permit will be charged to the

- Customer or Recipient along with any applicable duty or tax.
 - 4.3.3.4. Qxpress has the right to collect whatever costs incurred or paid from the Customer or Recipient. The Customer shall be liable in the event of non-payment by the Recipient.
 - 4.3.3.5. Qxpress shall abandon the parcel if the Customer or Recipient fails to pay the duty and tax within ninety (90) calendar days from the date of notification, as per our long keep policies.
 - 4.3.3.6. All shipments that undergo Formal Clearance are subjected to Qxpress Handling Fee of RM58.30 regardless of the tax charges.
 - 4.3.3.6.1. Qxpress reserves the right to amend the amount of the handling fee without any written notice.
 - 4.3.3.7. Qxpress will not act as the representative for the Customer or the Recipient in any dealings with the custom or any relevant authorities that detained or seized the shipped items;
 - 4.3.3.7.1. Customer and/or Recipient is fully responsible to liaise the custom or any relevant authorities at the moment such detainment or suspension of the shipment take place.
 - 4.3.3.8. Qxpress shall not be liable for any refund of postage fees, custom clearance duty, claim for loss, damage and/or lost or any other compensation of direct or indirect loss in the event of breach of the above mentioned clauses and/or that the said items have been posted or received to be posted intentionally or unintentionally.
 - 4.3.4. Delivery
 - 4.3.4.1. The delivery will comply with the terms & conditions of the courier service company in the destination country designated by Qxpress.
 - 4.3.4.2. Qxpress will provide its tracking services to the Customer via Qxpress Website, www.qxpress.net.
 - 4.3.4.3. If the Customer may request for the certificate of POD for the delivered parcel, an issuance fee shall be charged to the Customer.
 - 4.3.4.4. The Customer shall not be permitted to change the recipient address after pickup, nor to stop or postpone any delivery process.
- 4.4. Inbound from overseas
 - 4.4.1. Import Regulations
 - 4.4.1.1. The Customer shall comply with the applicable import regulations and the customs regulations in Malaysia.
 - 4.4.1.2. The Customer shall complete the required documents truthfully and completely.
 - 4.4.1.3. The recipient or the Customer shall be asked to pay duties and taxes incurred under government regulations including the handling fee of Qxpress.
 - 4.4.1.4. Qxpress may, at any time, by its sole discretion, open the parcel and inspect the contents of the parcel to tally with item descriptions declared.
 - 4.4.1.5. In the event of prohibited items being found during inspection, Qxpress may escalate a report to the governing authorities.
 - 4.4.1.6. Qxpress may impose the return fee and the inspection charges if there is any non-compliance.
 - 4.4.2. Delivery
 - 4.4.2.1. The Clause 3.5 shall be applied.

- 4.4.2.2. The parcel shall be stored in the Long Keep Store in case;
 - 4.4.2.2.1. Failed to delivery after three (3) times of the delivery trial.
 - 4.4.2.2.2. The recipient shall be absent.
 - 4.4.2.2.3. No other person on behalf of the recipient.
 - 4.4.2.2.4. The recipient will refuse to take the parcel.
 - 4.4.2.2.5. The recipient's address shall be incomplete or belong to the RA Zones
 - 4.4.2.2.6. Any other reason
- 4.4.2.3. The parcel shall be stored up to ninety (90) calendar days. During this period, Qxpress may try to send the delivery failure notice to the e-mail address of the recipient provided by the Customer. The Customer or the recipient shall be charged by Qxpress on a prorated basis for the storage days in the Long Keep Store.
- 4.4.2.4. The Customer or the recipient may request for the re-delivery to Qxpress for the parcel stored in the Long Keep Store, but the re-delivery fee shall be charged to the Customer or the recipient.
- 4.4.2.5. The Customer may ask to do return or disposal of the parcel stored in the Long Keep Store, and its relevant fees shall be charged by Qxpress.
- 4.4.2.6. In the event the contents of the parcel shall be founded to be perishable, or susceptible to changes in quality, or there are no directions from the Customer within ninety (90) calendar days, Qxpress has the right to dispose the parcel without any notice to the Customer, and any relevant costs shall be charged to the Customer.

4.5. Charges

- 4.5.1. The delivery fee of Qxpress shall be applied from the DPC(s) to the recipient's address of the destination country specified by the Customer. Qxpress shall fix and charge the Charges including any fee or surcharge of the parcel from the Customer at the time of the acceptance at the DPC.
- 4.5.2. Qxpress may apply between the actual weight and the Volume Weight, whichever is higher.
 - 4.5.2.1. The calculation for volumetric weight is: $\text{Length (cm)} \times \text{Width (cm)} \times \text{Height (cm)} / 6000$.
- 4.5.3. The Customer shall agree Qxpress do not have any responsibilities to refund the delivery fee if the delivery shall be failed according to the Clause 4.3 and/or the Clause 4.4.
- 4.5.4. The Customer shall bear all return fees from DPC(s) to the pickup location in the event of rejection by Qxpress after pickup.
- 4.5.5. Qxpress shall have the right to charge the Customer for redelivery charges if any.
- 4.5.6. The Customer shall bear any cost incurred or charges imposed by Qxpress in connection with returns or disposals.
- 4.5.7. Qxpress may at any time change the Charges, and any changes on the Charges by Qxpress shall apply from such date when Qxpress may notify the Customer via email.
- 4.5.8. In case of non-payment by the Sender of any outstanding amount, Qxpress shall be entitled to suspend any or all of the services, charge interest on all overdue amounts from the due date until payment and/or exercise such other right or remedy in respect of such outstanding amount.

4.6. Liabilities

- 4.6.1. Unless the parcel shall be covered by the insurance of Qxpress, the maximum compensation limit shall not exceed RM1000.
- 4.6.2. The responsibilities of the Services shall be completed at the time the parcel shall be delivered to the recipient's address, returned to the Customer, or if it is being dispose.

4.7. Insurance

- 4.7.1. The insurance by Qxpress shall cover all risks generated from the DPC to the recipient's address in the destination country regardless of the compensation limit.
- 4.7.2. The Customer may subscribe the insurance with 1.3% of the insurance premium of the declared parcel amount of the parcel.
- 4.7.3. All damages directly or indirectly incurred from the Clause 3.7 shall be excluded from the scope of the insurance services.
- 4.7.4. Qxpress may at any time change the insurance premium, and any changes by Qxpress shall apply from such date when Qxpress may notify the Customer via email.
- 4.7.5. There is no obligation from Qxpress to recommend a shipment to be insured and Customer, at Customer's own risk, shall procure any additional insurance coverage at own cost;

5. Fulfilment Services

5.1. Definition

- 5.1.1. Qxpress shall use its reasonable efforts to keep the item(s), pack the parcel according to the fulfilment order, and pass to Qxpress appointed vendor or delivery partner.

5.2. Customer's Responsibilities

- 5.2.1. The minimum size of any item must be over dimensions of 10.0cm in width and 15.0cm in length.
- 5.2.2. The weight of the item must not exceed 30 Kg.
- 5.2.3. The item size must not exceed 300cm, and the maximum dimension must not exceed 150cm.
- 5.2.4. Any item must be agreed by Qxpress on the contents, the dimensions of the item, any restriction on storage, suitable packing and other factors, before the item shall be passed over to Qxpress.
- 5.2.5. The Customer shall be responsible to define the item with its unique SKU number and ensure the item in the shipment is packaged sufficiently to prevent any damage and/or missing during transit to QFC.
- 5.2.6. The Customer shall inform the inventory per SKU number QWMS until the acceptance by Qxpress.
- 5.2.7. Qxpress will not be responsible for any damage and/or missing until accepted by Qxpress.
- 5.2.8. The Customer shall bear all related costs until the Customer's shipment has been unloaded onto the location designated by Qxpress.
- 5.2.9. The Customer shall bear the cost of any additional packaging materials required in the event that the Customer's items do not fit for designated last mile delivery or international delivery overseas.
- 5.2.10. Any fulfilment order should be generated by the Customer's own responsibilities and forwarded to QWMS, that includes;
 - 5.2.10.1. The recipient's name, the destination country, the address and the postal code, mobile number and email address.
 - 5.2.10.2. SKU number, the item description, quantity, the amount.
- 5.2.11. The Customer shall not be allowed to discontinue the Services after any fulfilment order shall be submitted to QWMS.

- 5.2.12. The Customer shall accept any return claim resulting from expired items being shipped at the Customer's own cost.
- 5.2.13. The Customer shall bear all costs in collection or disposal of any expired items.
- 5.3. Acceptance of the shipment and Inspection
 - 5.3.1. The Customer must take the confirmation from Qxpress via QWMS before starting the transportation of the shipment.
 - 5.3.2. Qxpress may reject to accept any shipment from the Customer;
 - 5.3.2.1. In violation against the Clause 5.2
 - 5.3.2.2. Qxpress may find any damage among the shipment.
 - 5.3.2.3. The Customer shall not present any relevant document, or the actual shall not be tally with details of the delivery note.
 - 5.3.2.4. Any shipment from overseas that Qxpress shall be designated as the importer or the consignee.
 - 5.3.3. The Customer shall be responsible for all the costs incurred in the process of carrying the shipment including, but not limited to transportation, trucking, and unloading to the place designated by Qxpress.
 - 5.3.4. Qxpress may inspect the quantity only of each item with the delivery note provided by the Customer.
 - 5.3.4.1. Qxpress shall not be liable for any responsibilities on any damage and/or shortage not incurred by Qxpress after the acceptance by Qxpress.
 - 5.3.4.2. The Customer may ask Qxpress to inspect the shipment or the item(s) and the inspection fee shall be charged by Qxpress after the inspection shall be completed.
- 5.4. Processing fulfilment order
 - 5.4.1. Qxpress shall pick each item according to the fulfilment order requested via QWMS and pack them into the suitable packaging available to protect against damaged/lost during delivery to the recipient's address in compliance with the related provisions of Clause 3 & Clause 4 or the terms & conditions of the other courier services company.
 - 5.4.2. Qxpress shall use the packing material defined by Qxpress during packing, and Qxpress will charge to the Customer with the packing material cost and the Charges based on each packing method.
 - 5.4.3. Qxpress shall be responsible for picking & packing accurately and safely according to the fulfilment order.
- 5.5. Processing returns
 - 5.5.1. Qxpress shall receive any return parcel from the Customer's recipient(s), and decide on whether the item can be returned to the QFC as inventory or be disposed of based on the returned condition of the item.
 - 5.5.2. The return processing fee and its relevant disposal cost shall be charged to the Customer.
- 5.6. Ship-back
 - 5.6.1. In the event the Customer shall ask to ship-back from the QFC, the Customer should inform Qxpress of details in advance of ten (10) service days.
 - 5.6.2. Any relevant cost incurred including loading costs to a vehicle shall be borne by the Customer.
- 5.7. Storage & Disposal
 - 5.7.1. Qxpress shall charge the Customer with the storage fee based on the storage days of each item.
 - 5.7.2. Qxpress may not allow you to store any item in the QFC more than

- one-hundred eighty (180) days. The Customer shall acknowledge and agree that Qxpress has the rights to dispose of any item if more than one-hundred eighty (180) days, and any relevant cost shall be borne by the Customer.
- 5.8. The Customer shall agree that Qxpress has the rights to have the ownership of all items if the Customer may have outstanding payment more than ninety (90) days.
- 5.9. Reporting Services
- 5.9.1. The Customer shall ask Qxpress to provide any reporting services according to the Customer's requirements, but the reporting fee shall be charged to the Customer.
- 5.10. Charges
- 5.10.1. Qxpress may at any time change the Charges, and any changes on the Charges apply from such date when Qxpress may notify the Customer via email.
- 5.11. Liabilities
- 5.11.1. Qxpress shall not be liable for any damage to or any loss of the item which has not been proven that it was caused by Qxpress;
- 5.11.1.1. If the Customer shall be in violation under the Clause 5.2.
- 5.11.1.2. Qxpress shall fail to perform its obligations as consequences of situations outside in its control, including without limitation to any act of God such as floods, earthquakes, strikes, riots, war, and any other force majeure
- 5.11.1.3. Damage or loss caused by an intentional or unintentional act of the Customer, the recipient, or any other third party.
- 5.11.1.4. In the event the item(s) shall be founded to be perishable, or susceptible to changes in quality, or there is no directions from the Customer within the product expiry date, Qxpress has the right to dispose the parcel without any notice to the Customer, and any relevant costs shall be charged to the Customer.
- 5.11.2. The maximum compensation limit per parcel shall not exceed MYR500.
- 5.11.3. The responsibilities of the Services shall be completed at the time the parcel shall arrive at the DPC, or pass to the other courier services company designated by the Customer.
6. Other Taxes and Levies
- 6.1. Except where provided for otherwise, the Customer shall be responsible for all taxes, duties, levies and other similar charges in connection with any services.
7. Payment
- 7.1. The Customer shall pay the Charges to Qxpress according to the payment terms agreed mutually.
- 7.2. The Customer may ask Qxpress to generate the invoice on the Charges on a monthly basis. Such invoices shall state the Charges and SST payable where applicable.
- 7.3. In case of failing that the Customer shall pay, Qxpress reserves the right to levy one (1) % interest per month on Overdue Accounts from the due date of the payment.
- 7.4. The Customer shall lodge a security deposit whenever requested by Qxpress. If the Customer fails to pay on the due date, Qxpress shall be entitled to deduct from the security deposit all outstanding amounts due.
- 7.5. The Customer shall bear all third-party charges incurred from the payment of the Customer if any.
8. Claims
- 8.1. Any claim against damage or loss made by Qxpress must be submitted in

writing to the Customer Service Centre, info@qxpress.my within fourteen (14) days from the completion date of Qxpress responsibilities; otherwise Qxpress shall not be liable for taking any claims thereafter.

- 8.2. Qxpress may not exceed the compensation limit defined as each Service, except for the parcel subscribed to the Qxpress insurance.
- 8.3. The compensation amount shall be based on the declared amount during delivery registration, the assessment by Qxpress of the damage extent and the actual value of the parcel or the item. Qxpress may choose either to replace the damage or the loss of the parcel or the item with a similar one, or to make monetary compensation within the compensation limit of each Qxpress Services.
- 8.4. Qxpress shall not take any responsibility for the loss of profits expected, future business or any expected savings/loss to the Customer, the recipient, and any other third party.
- 8.5. Qxpress shall compensate to the Customer only, but Qxpress may change to compensate to the recipient based on the consent from the Customer.
- 8.6. Qxpress reserves the right to obtain further documents to facilitate the investigation of the claim request. Should there be incomplete documents, the request will not be processed.
- 8.7. The Customer has to return the damaged (or in the event of lost item recovered later) parcel(s) upon receipt of demand from Qxpress. It is understood and accepted that returning of damaged parcel(s) forms part of the claims request process.
- 8.8. The Customer or the Recipient shall bear all costs and expenses in returning the damaged (or in the event of lost item recovered later) parcel(s) to Qxpress and Qxpress shall not be reimbursed any expenses incurred by the Claimant in connection with the claim request process.
- 8.9. The Recipient or Customer shall return the damaged (or in the event of lost item recovered later) parcel(s) or in the event where there are multiple contents, the Recipient or Customer shall only return the damaged item(s) to Qxpress in the condition and/or quality received by the Recipient or Customer on delivery. Qxpress would recommend Recipient or Customer to take a photo of the parcel(s) upon receipt.
- 8.10. Notwithstanding the above, the Customer or Recipient does not need to return the damaged parcel(s) under any of the below circumstances, including but not limited to, the following:
 - 8.10.1. Damaged parcels no longer hold any monetary values
 - 8.10.2. Damaged parcels are considered total loss (e.g. beyond repair)
- 8.11. Qxpress shall be the legal owner and may take any action or decide any matter in regard to the damaged (or in the event of lost item recovered later) parcel(s) in its sole and absolute discretion upon completion of the disbursement of compensation to the Customer or Recipient.
- 8.12. Upon full investigation conducted by Qxpress and in the event Qxpress decided there should be rejection of the claim request, such decision shall be final and conclusive. Qxpress shall not be a party of any further negotiation/appeal/settlement/litigation process pertaining to the claim.
9. Inspection
 - 9.1. Qxpress reserves the right but is not obliged, to open and inspect any shipment tendered to it for transportation without notice for safety, security, customs or other regulatory reasons. Such action is necessary in ensuring that the parcel does not contain any prohibited item which violates the national law of the country.
10. Payment of Customs Duties
 - 10.1. Qxpress reserves the right to request for payment of Customs Duties prior to delivery.

11. SST
 - 11.1. The customer shall pay to Qxpress in addition to the Charges under the Sales and Service Tax Act.
12. Sub-Contracting
 - 12.1. Qxpress has the right to enter into any sub-contract for the performance of any of its obligations under these General Terms & Conditions and/or the Specific Terms & Conditions without the prior consent of the Customer.
13. Force Majeure
 - 13.1. Qxpress shall not be liable for any loss or damage arising from its failure to do any of its operations under the General Terms & Conditions and/or the Specific Terms & Conditions if such failure is the result of circumstances outside of Qxpress controls including but not limited to;
 - 13.1.1. the unavailability or refusal of a person to accept delivery of the shipment,
 - 13.1.2. disease, outbreak, global health emergency, or pandemic,
 - 13.1.3. acts of God,
 - 13.1.4. natural disasters,
 - 13.1.5. war risks,
 - 13.1.6. acts of terrorism,
 - 13.1.7. acts of public authorities acting with actual or apparent authority,
 - 13.1.8. acts or omissions of customs or similar authorities, authority of law,
 - 13.1.9. insufficient information provided by a customer,
 - 13.1.10. the application of security regulations imposed by the government or otherwise applicable to the shipment,
 - 13.1.11. riots,
 - 13.1.12. a government agency hold, strikes or other labour disputes,
 - 13.1.13. civil unrest,
 - 13.1.14. disruptions of any kind in national or local air or ground transportation networks (including, but not limited to, Qxpress transportation network),
 - 13.1.15. disruption or failure of communication and information systems,
 - 13.1.16. adverse weather conditions
 - 13.1.17. A fire or robbery occurred at the Qxpress office premises, although the company has taken appropriate safety control measures.
 - 13.1.18. Online scam and/or any other scamming or deceiving activities conducted where Qxpress is used to provide delivery service.
 - 13.2. In the event any of the factors occur, Qxpress will be exempted from any delay claims, direct or indirect costs due to delays, or postponement of delivery.
14. Entire Agreement
 - 14.1. The Customer shall be bound by and shall fully observe and comply with all Qxpress Terms & Conditions. Qxpress has the right and protections on processing Terms & Conditions of Qxpress Services shall be additional and changed. This General Terms & Conditions shall supersede and replace any prior agreements and negotiations with the Customer related to Qxpress Services herein.
15. Amendments
 - 15.1. Qxpress reserves the right, in its sole discretion, to change, update, modify or amend any of the Terms & Conditions stated herein, from time to time, without any or prior notice to the Customer and/or any third party, The Customer shall be bound by and shall fully observe and comply with all the Terms & Conditions herein and any amendments thereof. Further, it shall be the Customer's responsibility to review the General Terms & Conditions and/or the Specific Terms & Conditions for any changes, revisions, modifications or amendments.

16. Personal Data Protection
 - 16.1. Qxpress shall abide by PDPA and shall make the continuous efforts to protect the Personal Data
 - 16.2. Qxpress reserves the right to amend and revise this Private Policy from time to time.
 - 16.3. Qxpress shall collect the Personal Data of the Customer including the Customer's clients. Qxpress may also contact the Customer or the Customer's clients via email or phone to request for additional information that may be reasonably required to provide the Services.
 - 16.4. Qxpress shall collect, use and disclose the Personal Data for the following purposes;
 - 16.4.1. Carry and provide the Services.
 - 16.4.2. Notification regarding the status or the progress of any pickup or delivery order.
 - 16.4.3. Conduct any administrative and business operations, analysing and managing commercial risks.
 - 16.4.4. Respond to any queries, complaints and feed.
 - 16.4.5. Monitor or record phone calls and any interactive data for quality assurance, employee training, or any performance evaluation.
 - 16.4.6. Process any insurance claims and payments.
 - 16.4.7. Any other purpose that may be reasonably required
 - 16.5. Qxpress does not disclose the Personal Data to third parties except when required by laws and will take reasonable actions to protect the Personal Data against unauthorised disclosure. The Personal Data may be disclosed to the following for the purposes subject to the provisions of any applicable law
 - 16.5.1. Qxpress-related corporations and employees regarding this Agreement.
 - 16.5.2. Agents, contractors or third parties who provide any operational services to Qxpress to fulfil and perform the Services.
 - 16.5.3. Qxpress professional advisers such as lawyers and auditors.
 - 16.5.4. Relevant government regulators, statutory boards or authorities or law enforcement agencies to comply with any laws, rules and regulations imposed by any governmental authority.
 - 16.5.5. Any other party to whom the Vendor authorises Qxpress to disclose.
17. Severability
 - 17.1. The invalidity or unenforceability of any provision under the applicable law shall not affect any other part of these General Terms & Conditions and/or the Specific Terms & Conditions.
18. Governing Law and Jurisdiction
 - 18.1. These General Terms & Conditions and/or the Specific Terms & Conditions shall be subjected to and construed in accordance with the laws of Malaysia.

Important Notes:

The following notes forms part of this Terms and Conditions:

1. Unless qualified above mentioned terms and conditions, Qxpress is not obligated to any lawsuit and any other legal proceedings.
2. The customer is deemed to acknowledge and agree to accept above mentioned terms and conditions upon he/she is using delivery services provided by Qxpress.

Last modified: 9 February 2022

Qxpress Sdn. Bhd.