



Standard Terms and Conditions for International TA-Q-BIN Service

IMPORTANT NOTICE

When you are ordering the International TA-Q-BIN Service as a consigner, and are agreeing, on your behalf and on behalf of anyone else with an interest in the Delivery Item, unless the Specific Terms and Conditions apply as agreed in writing by an authorized officer of Yamato, these Standard Terms and Conditions set out herein shall apply. Yamato reserves the right to add, amend or cancel any Standard Terms and Conditions without any notice to you and the contents are also subject and subordinate to applicable laws, rules and regulatory directions in Hong Kong.

The latest Standard Terms and Conditions will be found at Yamato's designated branches, offices and agents' offices providing the International TA-Q-BIN Service as per instructions of Yamato.

1. Application

- 1.1 You hereby agree that you have applied for use of the International TA-Q-BIN Service on the Standard Terms and Conditions and the consignment note, waybill or invoice (the "**Consignment Note etc.**") issued to you by Yamato in connection with your application for use of the International TA-Q-BIN Service shall incorporate in these Standard Terms and Conditions.

2. Customer's Obligations

- 2.1 You shall ensure that the Delivery Item is packed in a case, wrapper or container appropriate to the nature and weight of the Delivery Item such 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 Yamato to be unsuitable for transportation, you shall, upon notification by Yamato, re-pack the Delivery Item in a suitable case, wrapper or container in accordance with Yamato's directions, failing which Yamato will re-pack the Delivery Item at your expense.
- 2.2 You shall ensure that the Delivery Item is adequately packed in a case or container of sufficient durability and strength so as to protect against damage to it during the course of delivery and shall be encased in or surrounded by sufficient and suitable protective material inside that case or container and that such Delivery Item shall bear the words "**FRAGILE WITH CARE**" in the case of a Delivery Item of a fragile nature and "**DO NOT BEND**" in the case of a Delivery Item which is susceptible to damage by bending, prominently displayed in capital letters on the face of the case or container and above the address of the named addressee.
- 2.3 You shall complete a customs declaration in respect of the Delivery Item and hereby warrant to Yamato that the description of the Delivery Item on the customs declaration is full and accurate. You hereby agree and acknowledge that you may incur civil or criminal liability arising from an incomplete, false or misleading customs declaration.
- 2.4 You shall warrant that you have complied with all applicable laws and regulations relating to the packing, condition, size and weight of the Delivery Item and hereby authorize Yamato to do all things necessary, at your expense, on your behalf in order to comply with the applicable laws and regulations and It shall be your responsibility to: (a) ensure that import regulations in the destination country are complied with; and (b) find out what documents (such as certificate of origin, licenses, health certificates etc.) are required in the destination country and to attach such documents to the Consignment Note, etc.



3. Yamato's Right to Inspect Contents

3.1 Yamato may, at any time, in its absolute and sole discretion, open and inspect the contents of the Delivery Item for any reason whatsoever including without limitation the verification of the contents of the Delivery Item. If upon such opening and inspection, the description and declaration of the contents of the Delivery Item is verified as being incorrect or misleading, Yamato may, in its absolute and sole discretion, refuse to accept such Delivery Item without giving any reason or it may revise the shipment charges applicable to the contents discovered.

4. Refusal of Shipments

4.1 You hereby agree and acknowledge that Yamato may decline to deliver any item where Yamato is of the opinion that it is unable to deliver any item safely or legally including without limitation the following items;

- (1) any goods exceeding 25kg in weight;
- (2) any goods contained in a package exceeding 160cm in width or length;
- (3) any goods exceeding HK\$10,000 in value;
- (4) any goods the Fees is to be charged to the address;
- (5) any of the following items:
 - (a) gold, silver or platinum articles, jewellery, diamonds or other precious stones, bullion or coins;
 - (b) cash, Credit cards, debit cards, cash cards, cheques, bills, stock, other marketable securities or bearer form negotiable instruments;
 - (c) live animals, human or animal remains, memorial tablets or any items for use in religious ceremonies;
 - (d) perishable items;
 - (e) firearms or other weapons, explosives, pressurized gases, flammable materials, flashbulbs for photography equipment or magnetic substances;
 - (f) substances containing mercury, acids and oxidizing agents, poisonous or toxic substances or substances capable of easily vaporizing or any other similar kind of fluids;
 - (g) all "dangerous goods" as defined by the International Air Transport Association ("IATA") and the International Civil Aviation Organization ("ICAO") from time to time;
 - (h) personal documents issued by government authorities such as identification cards, passports, driver's licences, birth certificates etc., or other documents containing confidential personal information;
 - (i) original copies of any record, drawing, document or electronic recording of which duplicates or copies have not been made and kept by you;



- (j) unsanitary items from Yamato's own view;
- (k) items which are illegal to produce or distribute such as illegal narcotics or drugs or pornography;

- (l) items the delivery of which are prohibited under applicable laws;

- (m) items which are banned or restricted from export or import by any country, state or government; or

- (t) items Yamato deems to be inappropriate or unsuitable for delivery via the International TA-Q-BIN Service for any reason whatsoever.

4.2 Importation / exportation of any prohibited / controlled items into or out of the Hong Kong Special Administrative Region (HKSAR) is governed by laws.

The commonly found prohibited / controlled items are dangerous drugs, psychotropic substances, controlled chemicals, antibiotics, arms, ammunition, fireworks, strategic commodities, rough diamonds, animals, plants, endangered species, telecommunication equipment, game, meat and poultry.

Prohibited / Controlled Items

Animals and Plants
Plants and plants pests
Endangered animals and plants
Animal carcass and product
Controlled chemicals
Dangerous drugs
Explosives
Pesticides
Poultry, frozen or chilled meat, game
Sand
Weapons
Rough diamonds
Hazardous chemicals
Smokeless tobacco products
Radioactive substances

- 4.3 In the event that Yamato discovers during the course of delivery that a Delivery Item consists of any goods, items, products or materials referred to in Clauses 4.1, Yamato reserves the right to forthwith dispose of the Delivery Item as it thinks appropriate without notifying you and/or the addressee and shall notify you of the disposal within a reasonable period from the disposal and you shall pay Yamato any sum incurred by Yamato in connection with such disposal.



5. Charges

- 5.1 You shall pay to Yamato such amount of fees including collection and delivery charges at departure and arrival points, customs clearance charge and shipment charges ("**Fees**") and charges for services provided or incurred by Yamato on your behalf, the addressee or any third party and other charges Yamato expects to be levied on the Delivery Items in the destination country such as storage charges, deposits or duties and taxes (such as customs/import duties, excise taxes, value-added taxes etc.) ("**Additional Charges**") upon your application for use of the International TA-Q-BIN Service and/or immediately upon request from Yamato after your application for use of the International TA-Q-BIN Service. The schedule of Fees prevailing from time to time can be found at each of Yamato's designated branches and offices and agents offering the International TA-Q-BIN Service and such Fees may be revised by to take into account airline fare revisions and other economic fluctuations.
- 5.2 Yamato reserves the right to claim additional Fees upon re-weight and re-measured of the Delivery Item and Additional Charges incurred by Yamato from the addressee of the Delivery Item upon delivery. Unless otherwise expressly agreed in writing, where the Fees or Additional Charge will be paid by a third party (other than you or the named address), the prior written approval from Yamato is necessary and in either case, you shall remain primarily responsible for all sums due to Yamato and shall make payment when Yamato is unable to collect all such sums, whether owing from the named address or the third party.
- 5.3 There will be no refund of the Fees once paid to Yamato, save in cases where any of the events in Clause 8.1(d) results in delay in delivery or damage to the Delivery Item which Yamato deems significant.

6. Deliveries and Undeliverables

- 6.1 Delivery is deemed to have been completed where the Delivery Item is delivered to the address of addressee by leaving the Delivery Item to other persons such as receptionists, concierges, janitors, caretakers, family members, friends, colleagues, roommates or neighbors as Yamato deems appropriate and/or alternative addressee as specified by you but not necessarily to the named addressee personally. You hereby agree and acknowledge that any electronically recorded delivery acknowledgement or printout shall be conclusive evidence that delivery of the Delivery Item was completed.
- 6.2 In the event that the addressee is found to be absent from the address specified by you and no other persons are present to take delivery of the Delivery Item, the Delivery Item will be held at any of Yamato's offices or branches and a delivery failure report shall be made at such office or branch containing the following particulars: the attempted time and date of delivery and telephone number for inquiries regarding retrieval of the Delivery Item.
- 6.3 In the event that the named addressee refuses to take delivery of the Delivery Item or refuses to pay the Fees and/or Additional Charge, the Delivery Item has been deemed by Yamato to be unacceptable for delivery and Yamato shall notify you of the delivery failure and seek your instructions as to the appropriate action to be taken, such as the disposal or re-delivery of the Delivery Item at your responsibility and costs (and such costs will be forthwith reimbursed by you upon Yamato's request), within a reasonable period from the date of such delivery failure. However, Yamato reserves the right to decline to accept such further instructions from you for any reason whatsoever.
- 6.4 In the event that you do not provide instructions regarding the appropriate action to be



taken within a period of 90 days after Yamato has notified you of a delivery failure, the Delivery Item may be disposed by Yamato at its sole discretion in accordance with the laws of the destination country but at your costs (and such costs will be forthwith reimbursed by you upon Yamato's request). Without prejudice to the foregoing, in the event that the contents of the Delivery Item are found by Yamato to be perishable or otherwise susceptible to changes in quality, Yamato has the right to immediately dispose of the item without waiting for the expiry of the 90-day period. However, Yamato shall use its reasonable endeavor to notify you upon such disposal.

- 6.5 Yamato reserves the right to retain the Delivery Item until payment of all sums due under these Standard Terms and Conditions has been made.

7. Loss or Damage

- 7.1 In the event that Yamato discovers that there has been loss of or damage to the Delivery Item, Yamato shall notify you of such loss or damage within a reasonable period and shall seek instructions from you with respect to the appropriate action to be taken. Yamato reserves the right to decline to accept any further instructions for any reason whatsoever.
- 7.2 In the event that you do not provide further instructions regarding the appropriate action to be taken within a reasonable period of Yamato's notification, Yamato shall, at your request, take such action in relation to the Delivery Item as it deems appropriate, including without limitation, re-delivery of the Delivery Item to you or retention of the Delivery Item, and shall notify you of the same.
- 7.3 Yamato shall have the sole and absolute discretion to take all reasonable measures to prevent the Delivery Item from causing any damage whatsoever, such as the declining to deliver, inspecting or destroying, removing or disposing of the Delivery Item in the event that the Delivery Item are found to be harmful or potentially harmful to other items being transported by Yamato. In such event, You shall bear the costs of such preventive measures taken by Yamato and Yamato shall not in any case be liable for any damage arising from or in connection with the preventive measures taken by it.

8. Yamato's Liability

- 8.1 Yamato's liability for loss or damage to the Delivery Item caused by or arising during the course of delivery by Yamato shall be in accordance with applicable Conventions such as Convention for the Unification of Certain Rules relating to International Carriage by Air opened for signature at Warsaw on 12 October 1929, Warsaw Convention as amended by the Hague Protocol on 28 September 1955 and as further amended by the Montreal 4th Protocol on 25 September 1955 and Convention for the Unification of Certain Rules relating to the International Carriage by Air executed at Montreal on 28 May 1999. However, Yamato shall not be liable for such loss or damage arising from or in connection with:
- (a) the delivery of any of the articles set out in Clause 4.1 (where Yamato was not aware that the contents of a Delivery Item comprised or included such articles);
 - (b) your failure to specify any special precautions to be taken in respect of a Delivery Item on the Consignment Note etc. as required under Clause 2;
 - (c) defects or imperfections, misalignment, wear and tear, dearrangement, heat, mould, rot, discolouration, degeneration, explosion, ignition or the hazardous,



perishable, corruptible, fragile, or brittle nature of the contents of the Delivery Item;

- (d) Yamato'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 (including delay or confiscation or detention of the Delivery Item by government authority), accidents, traffic obstructions or congestion, mechanical breakdown, or other events; or
- (e) any acts or omissions of any party other than Yamato, including without limitation you, the named addressee or any government official.

8.2 Yamato 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 Yamato's attention before or after acceptance of the Delivery Item.

9. Claims

9.1 Any claims for damage to the Delivery Item must be made within 14 days, any claims for delay in delivery must be made within 21 days, any claims for loss of the Delivery Item must be made within 120 days from the date on which Yamato accepts for the Delivery Item for delivery, failing which Yamato shall have no liability whatsoever.

9.2 All claims must be made in writing, accompanied by the original Consignment Note etc. and other supporting documents requested by Yamato and submitted to the following address:

YAMATO LOGISTICS (HK) LIMITED

Office of TA-Q-BIN Service: Unit C, 3/F., First Group Centre, 14 Wang Tai Road, Kowloon Bay, Kowloon, H.K.

9.3 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.

9.4 Without prejudice to Clause 9 and provided that Yamato is satisfied that your claim is justified, Yamato's liability for any loss of the Delivery Item shall be limited to the value of the Delivery Item as indicated by you on the Consignment Note etc. upon acceptance of the Delivery Item by Yamato or HK\$10,000 per Delivery Item, whichever is lower ("**Compensation Limits**").

9.5 In the case of damage to the Delivery Item, the amount of compensation shall be based on Yamato's own 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 the Compensation Limits.

9.6 Save in cases of a delivery failure and provided that Yamato is satisfied that your claim is justified, Yamato's liability for any loss or damage arising from Yamato's failure to deliver a Delivery Item by the preferred delivery date shall be limited to the amount of the Fees charged in respect of that Delivery Item.

9.7 For the avoidance of doubt, in any event, Yamato's liability shall not exceed the Compensation Limits even if there is both damage to a Delivery Item as well as a delay in its delivery of the Delivery Item and therefore you shall arrange insurance for the Delivery



Items at your own cost if you require greater protection against the Delivery Item.

10. Customer's Warranties and Indemnity

- 10.1 You shall keep Yamato 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 Yamato in connection with the International TA-Q-BIN Service.

11. Personal Data (Privacy) Policy

- 11.1 By signing of the Consignment Note etc., you shall authorize Yamato to use your personal data for all lawful purpose including but not limited to disclosure of your personal data by Yamato to any government and/or regulatory authority.

12. Governing Law

- 12.1 The Standard Terms and Conditions shall be subject to and construed in accordance with the laws of Hong Kong. The parties hereby irrevocably submit to the non- exclusive jurisdiction of the courts of Hong Kong.