**2.6.1 本地速遞服務條款及細則DOMESTIC EXPRESS SERVICE – HONG KONG**

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| 香港本地速遞服務付運條款及細則 (條款及細則) TERMS AND CONDITIONS OF CARRIAGE (“Terms and Conditions”) |

嘉里快遞(香港)有限公司以嘉里快遞名義營運 (下稱「嘉里快遞」)

Kerry Express (Hong Kong) Limited Trading as Kerry Express (hereinafter called“Kerry Express”)

當閣下要求嘉里快遞服務時，作為付貨人閣下同意代表閣下自己或代表其他持有該貨件權益之人仕，由嘉里快遞同意提供閣下要求之與貨件有關之服務開始，閣下或該等持有該貨件權益之人仕須受制於本條款及細則，除非嘉里快遞或其授權人員同意以其他方式處理。When ordering Kerry Express’s services you, as “Shipper”, are agreeing, on your behalf and on behalf of anyone else with an interest in the Shipment, that you or such person shall be bound by the Terms and Conditions herein contained from the time that Kerry Express agrees to provide service in respect of the Shipment as ordered by you unless otherwise agreed in writing by an authorized officer of Kerry Express.

「貨件」指各種以一份託運提單運送的文件或包裹，並由任何嘉里快遞選擇的方法運送，包括陸路或其他貨運方式。除非在交付貨件前另行以書面協議，否則嘉里快遞須提供的服務只限於收件、運送及派送貨件。寄件人確認貨件將可能與其他寄件人之貨件合併運送。每件貨件均以本文提及的有限責任下付運。假如付貨人需要更大的保障，可加額外成本安排保險。

“Shipment” means all documents or parcels that travel under one waybill and which may be carried by any means as chosen by Kerry Express, including by land transportation or other carrier. Unless otherwise agreed in writing prior to your tender of the Shipment to Kerry Express, the service to be provided by Kerry Express is limited to the pickup, transportation and delivery of the Shipment. The shipper acknowledges that Shipments may be consolidated with those of other shippers. Every Shipment is transported on a limited liability basis as provided herein. If Shipper requires greater protection, then insurance may be arranged at an additional cost.

1) 不適合的貨件  
付貨人保證其貨件適合付運，但在下列情況下貨件將視作不適合付運：

* 任何政府部門或其他相關機構或根據任何相關法例列為有危險性的物料、危險貨品、被禁制或受限制的物品；
* 嘉里快遞決定不能安全或合法付運的物品(該類物品包括但不限於：易碎或可腐爛物品、動物、金銀、貨幣、可議價工具的持票人、可轉讓文件、證券、藝術品、護照或其他身分證明文件或樣本、貴價金屬及寶石、軍火、彈藥零件及彈藥、人體殘肢、色情物品、非法毒品/違禁藥物)。

無論付貨人是否已就上述物件知會嘉里快遞，嘉里快遞均無需對上述物品之任何遺失、損毀或因運送延誤而引致的一切後果負上責任。若嘉里快遞就任何根據本第1節而被視作為不適合付運之貨件停止服務，付貨人就該貨件所支付的運送費用將不會獲得任何退款。

1) Unsuitable Shipments  
Shipper guarantees that its Shipment is suitable for transportation. However, Shipment is deemed unsuitable for transportation if:

* It is classified as hazardous material, dangerous goods, prohibited or restricted articles by any applicable government department or other relevant organization or under any laws of any relevant jurisdiction.
* Kerry Express decides it cannot transport any item of any Shipment safely or legally (such items include but are not limited to: fragile or perishable items, animals, currency, bearer form negotiable instruments, negotiable papers, securities or other valuables, artwork, passports / other identification documents, or samples, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs).

Kerry Express shall not be liable for loss of, damage to or delay in delivery of the above items, which is included in Shipper’s Shipment whether the Shipper has informed Kerry Express about such items or not. If Kerry Express suspends its service in respect of any Shipment which is deemed unsuitable for transportation pursuant to this Section 1, then the Shipper shall not be entitled to any refund of transportation fee paid by Shipper to Kerry Express in respect of such Shipment.

2) 派遞及無法派遞  
貨件不能派遞到郵政信箱或郵政編號。貨件將獲派遞到付貨人提供的收件人地址(如以郵寄，則只需送交貨件至郵遞公司或代理)，但毋需派給收件人本人。採用中央收集區的地址，貨件將派遞到該區。

假如收件人拒絕收件或繳付派遞費用、或貨件被視作不適合付運、或收件人不能合理識別或確定，嘉里快遞可能將貨件送回到付貨人，付貨人將負責支付所有嘉里快遞因此而產生之費用，包括但不限於任何轉發、處置或送回貨件到付貨人之運送費及任何其他額外收費(如適用)。假如無法送回付貨人，嘉里快遞可發還、處置或出售該貨件而毋需向付貨人或任何人承擔任何法律責任，並從銷售得益中扣除服務費、相關的行政費、處理費，餘額將歸還付貨人。  
2) Deliveries & Undeliverables  
Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Consignee’s address given by Shipper (which in the case of mail services Shipments shall be deemed to be delivered if Shipments are delivered to the receiving postal company or agent) but not necessarily to the named Consignee personally. Shipments to addresses with a central receiving area will be delivered to that area. If Consignee refuses delivery or to pay for delivery, or the Shipment is deemed to be unsuitable for transportation, or Consignee cannot be reasonably identified or located, Kerry Express shall use reasonable efforts to return the Shipment to Shipper provided that the Shipper shall be responsible for payment of all charges incurred by Kerry Express in connection with returning of such Shipment to Shipper, including but not limited to, all charges for forwarding, disposal, or transportation charges for returning the Shipment to Shipper, as well as any other additional charges, if applicable. If Kerry Express is unable to return the Shipment to the Shipper, the Shipment may be released, disposed or sold by Kerry Express 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.

3) 檢查  
嘉里快遞有權開啟以及檢查貨件，而毋須向付貨人事前通知。  
3) Inspection  
Kerry Express has the right to open and inspect a Shipment without prior notice to Shipper.

4) 貨件費用及發票  
嘉里快遞根據實際或體積重量較高者計算付運貨件的費用，嘉里快遞可重新量度貨件以確認計算結果。付貨人將向嘉里快遞繳付或付還所有付運費用及儲存費，以獲取嘉里快遞提供或嘉里快遞代表付貨人或收件人或任何第三者引致的服務，並包括第1節所述中因貨件被認為是不適合付運而引致的一切申索、賠償、罰款及支出。  
4) Shipment Charges & Billing  
Kerry Express’s Shipment charges are calculated according to the higher of actual or volumetric weight and any Shipment may be re-weighed and re-measured by Kerry Express to confirm this calculation. Shipper shall pay or reimburse Kerry Express for all Shipment charges, and storage charge in consideration of services provided by Kerry Express or incurred by Kerry Express on Shipper’s or Consignee’s or any third party’s behalf and all claims, damages, fines and expenses incurred if the Shipment is deemed unsuitable for transport as described in Section 1.

5) 嘉里快遞的責任

付貨人同意嘉里快遞就貨件所需負的法律責任僅限於貨件的直接損失。嘉里快遞無需就所有其他種類的損失或損壞負上法律責任(包括但不限於毛利、收入、利息、未來業務利益的損失、或失去使用效力招致之收益損失)，無論此等損失或損壞是否特別或非直接及無論嘉里快遞在事前或在接收貨件之後知道此損失或損壞之風險。付貨人需自行就貨件之風險購買保險。嘉里快遞對任何一宗託運的法律責任，在不損害第6-8節的情況下，如以陸路運送貨件則只限於有關貨件之實質的現金價值及不超過港幣$500上限(以較低者為準)，如以其他方式運送貨件則只限於有關貨件之實質的現金價值。付貨人同意只可就每宗託運提出一個申索，而有關該申索之賠償將作為該宗託運所有及完全最終的賠償。假如付貨人認為這保障範圍不足，便需自行安排保險，否則一切損失或損壞概由付貨人承擔。嘉里快遞並不向付貨人的貨件提供保險。寄件人需要貨物保險或所有風險保險須自行向第三方購買。  
5) Kerry Express’s Liability  
Shipper agrees that Kerry Express’s liability in respect of the Shipment is strictly limited to direct loss only. All other types of loss or damage are excluded (including but not limited to loss of profits, income, interest, future business, or loss of revenue resulting from loss of use), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to Kerry Express’s attention before or after acceptance of the Shipment. Shipper shall insure at its own costs against any risks in respect of the Shipment. Without prejudice to Section 6-8 below, for transportation of any one Shipment by land transportation, Kerry Express’s total liability in respect of such Shipment shall be limited to its actual cash value but in any event shall not exceed HK$500 (whichever is the lower) and for transportation by any other means, Kerry Express’s total liability in respect of such Shipment shall be limited to its actual cash value. Shipper shall not raise more than one claim for each Shipment and settlement of such claim shall be full and final settlement for all loss or damage in connection with such Shipment. If Shipper regards these limits as insufficient to protect itself, then it must make its own insurance arrangements, failing which Shipper shall assume all risks of loss or damage in respect of the Shipment. Kerry Express shall not be under any liability to offer Shippers’ cargo insurance or to buy any insurance in respect of the Shipment. Shippers who need cargo insurance or all risk insurance should purchase those insurances from third parties.

6) 索賠時限  
所有索賠必須於嘉里快遞根據上述第二節運送貨件後三天內以書面形式向嘉里快遞提出，否則嘉里快遞將不負任何法律責任。   
6) Time Limits for Claims  
All claims must be submitted in writing to Kerry Express within three (3) days from the date that the Shipment is delivered by Kerry Express pursuant to section 2 above, failing which Kerry Express shall have no liability whatsoever.

7) 延遲運送貨件  
嘉里快遞將盡力按照嘉里快遞的正常運送時間表派遞貨件，但不提供保證。就運送貨件而言，時間並不是要素。嘉里快遞不對因延誤運送貨件而引致付貨人的損失或損壞負上任何法律責任。  
7) Delayed Shipments  
Kerry Express will make reasonable effort to deliver the Shipment according to Kerry Express’s regular delivery schedules, but these are not guaranteed. Time is not of the essence in respect of the delivery of Shipment. Kerry Express shall not be liable for any damages or loss caused by delays in delivery.  
  
8) 嘉里快遞無法控制之情況  
嘉里快遞將不對嘉里快遞控制圍外之情況所引致的損失或損壞負上任何法律責任，包括但不限於「天氣災害」，例如地震、暴風、風、洪水、濃霧等；不可抗力，如戰爭、墜機或禁運；即使嘉里快遞已知悉之任何與貨件本質有關的缺陷或特點；暴動或社會動亂；非由嘉里快遞聘用或合約人員如付貨人、收件人、第三者、海關或其他政府官員的任何行為或疏忽；工業行動；因電子或磁力損毀、清洗電子或圖片的圖像、數據、記錄資料。  
8) Circumstances beyond Kerry Express’s Control  
Kerry Express shall not be liable for any loss or damage arising out of circumstances beyond Kerry Express’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 Kerry Express; riot or civil commotion; any act or omission by a person not employed or contracted by Kerry Express e.g. Shipper, Consignee, third party, customs or other government official; industrial action; and electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings.

9) 付貨人的保證及賠償  
付貨人未能遵守適用的法例或規定以及違反下列保證需應賠償嘉里快遞，並使嘉里快遞免受任何損失或損害：

* 所有付貨人或其代表提供的資料是完整及準確；
* 付貨人的僱員在安全地點預備貨件；
* 付貨人聘用可靠的員工預備貨件；
* 付貨人在預備、儲存、運送貨件到嘉里快遞期間保護貨件，免受未經授權的干預；
* 正確標示、填妥地址、及有適當包裝，以確保貨件能在一般情況下安全運送；
* 符合所有相關法例及規定；
* 提單已由付貨人及／或收件人的授權代表簽署及／或嘉里快遞已接受從付貨人及／或收件人發出的付運要求，條款及規定對付貨人有約束力及強制執行的責任。

9) Shipper’s Warranties and Indemnity  
Shipper shall indemnify and hold Kerry Express 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 representatives 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 unauthorised interference during preparation, storage and transportation to Kerry Express;
* the Shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling;
* all applicable laws and regulations have been complied with; and
* the waybill has been signed by Shipper’s and/or Consignee’s authorised representative and/or Kerry Express has accepted Shipment order from Shipper and/or Consignee and the Terms and Conditions are deemed to constitute binding and enforceable obligations of Shipper.

10) 運送貨件路線  
付貨人同意一切路線及改道，包括貨件經中途站運送，悉由嘉里快遞自行決定。  
10) Routing  
Shipper agrees to all routing and diversion as determined by Kerry Express, including the possibility that the Shipment may be carried via intermediate stopping places.

11) 政府法例  
任何因此條款及規定所引致或任何方式相關的爭議將受制香港法庭的非專屬司法管轄權及按香港法律規定來解釋而付貨人不可撤回地受制香港法庭的司法管轄權。  
11) Government Law

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts of, and governed by the laws of the Hong Kong SAR, and Shipper irrevocably submits to such jurisdiction.

12) 可分割性  
本條款及規定內有任何條文無效或不能履行，將不能影響任何其他部份。  
12) Severability  
The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

為避免異義，此契約內的英文文本與中文文本存有差異時，將以中文文本為準。

For the avoidance of doubt, if there is any conflict between the English version and the Chinese version in this agreement,

the Chinese version shall prevail.

**2.6.2 國際快遞服務條款及細則INTERNATIONAL EXPRESS SERVICE**

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| 國際快遞服務使用條款及細則(條款及細則)  TERMS & CONDITIONS FOR INTERNATIONAL EXPRESS SERVICE (“TERMS AND CONDITIONS”) |

嘉里快遞(香港)有限公司以嘉里快遞名義營運 (下稱「嘉里快遞」)

Kerry Express (Hong Kong) Limited Trading as Kerry Express (hereinafter called“Kerry Express”)

華沙公約(WARSAW CONVENTION)確立的責任之有關規則及其任何修訂，均適用於任何國際託運貨件業務。THE RULES RELATING TO LIABILITY ESTABLISHED BY THE WARSAW CONVENTION AND ANY AMENDMENTS THERETO SHALL APPLY TO THE INTERNATIONAL CARRIAGE OF ANY SHIPMENT HEREUNDER INSOFAR AS THE SAME IS GOVERNED THEREBY.

嘉里快遞有可能僱用分判商來履行服務和合約，該分判商與嘉里快遞同享此等條款的權利。但該分判商無權放棄或改變任何此等條款。一張 "嘉里快遞貨運單"∕"發貨記錄" (下稱“嘉里快遞貨運單”)所包括的所有包裹均應被視為單一貨件。貨件可經嘉里快遞認為合適的任何中途停留地點轉運。除非在交付貨件前另行以書面協議，否則嘉里快遞須提供的服務只限於收件、運送、清關(如適用)及派送貨件。寄件人確認貨件將可能與其他寄件人之貨件合併運送及嘉里快遞不一定監察個別貨件在香港以外之進口及出口行蹤。Kerry Express may engage subcontractors to perform services and contracts, each of the subcontractors shall have the benefit of these terms. No such subcontractor has the authority to waive or vary any of these terms. All packages covered under a single Kerry Express Waybill/consignment note (the " Kerry Express Waybill") shall be considered as a single shipment. A shipment may be carried via any intermediate stopping places as Kerry Express deems appropriate. Unless otherwise agreed in writing prior to the tender of the shipment, the service to be provided by Kerry Express is limited to the pickup, transportation, customs clearance (where applicable) and delivery of the shipment. The shipper acknowledges that shipments may be consolidated with those of other shippers for transport and that Kerry Express may not monitor the inbound and outbound movement of individual shipments outside Hong Kong.

受理的貨品及服務限制Commodities Handled and Restrictions on Service

根據慣常的定義，嘉里快遞在下列限制下為一般貨品提供運輸服務：Kerry Express offers transportation of general commodities, as usually defined, subject to the following restrictions:

1) 任何超過70公斤(或150磅)、或長度超過270厘米(或108英寸)或長度及其周長總和超過330厘米(或130英寸)之包裹或物件將不受理。No service shall be rendered in the transportation of any packages or articles with weight more than 70 kilograms (or 150 lbs) or exceed 270 centimeters (or 108 inches) in length or a total of 330 centimeters (or 130 inches) in length and girth combined.

2) 每個運送包裹或物件的價值最大金額應在5,000美元(或相等價值的當地貨幣)以內；而運送的珠寶(人造珠寶除外)的價值如超過500美元(或相等價值的當地貨幣)，將不接受運送。No service shall be rendered in the transportation of any packages or articles with a value in excess of USD 5,000 (or the local currency equivalent). Packages containing jewelry (not including costume jewelry) having a value of more than USD 500 (or the local currency equivalent) are not accepted for transportation.

3) 將不受理任何內含嘉里快遞網站(www.tgxpress.com)所列的任何違禁物品的包裹。包括但不限於價值不菲的物品(如錢幣、貨幣、郵票、可轉讓票據(支票除外)、匯票、未鑲嵌寶石、工業用鑽石、古董)、易燃、易爆、易腐、有壓縮氣體、有毒等危險品或液態類易泄物品、淫穢物品及盜版知識產權物品(仿冒名牌產品等)、不明粉未狀物品、化工產品、有價證券等中國海關明文規定禁止進出口的物品及進口國海關禁止進口的物品(如適用)。有關危險物品資料詳見收費及服務指南。在適用的法律下，某些特定的貨件只能根據規定的細則下運送，而某些特定貨件則禁止空運。No service shall be rendered in the transportation of packages containing any prohibited article listed on the Kerry Express website (www.tgxpress.com), including but not limited to, articles of unusual value (such as coins, currency, postage stamps, negotiable instruments (except checks), money orders, unset precious stones, industrial diamonds, antiques), fragile or perishable items, the hazardous, the combustible and the explosive, as well as drugs, articles infringe any intellectual property rights, currency (Paper or coin) credit cards and negotiable securities and certificates and any other negotiable items, materials that could be considered as pornographic or offensive or politically sensitive by Government of the People’s Republic of China or articles prohibited by the customs of the relevant countries. Refer to Rate and Service Guide for more information about dangerous goods, if applicable. Under applicable law, certain goods may only be transported under prescribed conditions and certain goods are prohibited from transportation by air.

4) 嘉里快遞不會對任何容易腐爛的物品或受冷熱溫度控制或影響的物品提供特別處理。寄件人須自行承擔因運送該等物品而造成任何損毀的風險。Kerry Express shall not be responsible to provide a protective service for the transportation of perishable commodities or commodities requiring protection from heat or cold. Such commodities will be accepted for transportation solely at the shipper’s risk for any damages arising from the transportation.

5) 嘉里快遞不能運送寄件國或收件國中的任何法律禁止的貨件或按嘉里快遞獨有酌情決定權決定會被禁止的貨件。No service shall be rendered in the transportation of any shipment, which is prohibited, by applicable law or regulations in the origin or destination country, or which Kerry Express may determine, in its sole discretion, to be so prohibited.

寄件人須負責貨運單所載的資料之準確性及完整性，並確保所有包裹清楚列明足夠的寄件人及收件人的聯絡資料及被妥善包裝、標識及標籤並含有內載物品的描述及分類，及附帶使之適合運送所必須的文件(在各情況下)並符合本條款及細則及適用法律的規定。The shipper shall be responsible for the accuracy and completeness of the particulars inserted in the Waybill and for ensuring that all packages set out adequate contact details of the shipper and receiver of the package clearly and all packages are properly packed, marked and labeled and their contents are described and classified and are accompanied by the documentation as may (in each case) be necessary to make them suitable for transportation and to comply with the requirements of this Terms and Conditions of Service and applicable law.

派遞及無法派遞包裹Deliveries & Undeliverable Packages

6) 若貨件被收件人拒絕接收或因任何其他理由無法投遞，嘉里快遞將會向寄件人尋求進一步指示。貨件將獲派遞到付貨人提供的收件人地址(如以郵寄，則只需送交貨件至郵遞公司或代理)，但毋需派給收件人本人。寄件人同意嘉里快遞可使用電子設備獲取投遞證明，寄件人不會因有關資料以電子方式獲取及儲存而反對嘉里快遞以該電子設備所產生之印刷本為投遞證明。採用中央收集區的地址，貨件將派遞到該區。假如收件人拒絕收件或繳付派遞費用、或貨件被視作不適合付運、或收件人不能合理識別或確定位置，嘉里快遞會將貨件送回到付貨人，付貨人將負責支付所有嘉里快遞因此而產生之費用，包括但不限於任何轉發、處置或送回貨件到付貨人之運送費及任何其他額外收費及稅款(如適用)。假如無法送回貨件予付貨人，嘉里快遞可發還、處置或出售該貨件而毋需向付貨人或任何人承擔任何法律責任，並從銷售得益中扣除服務費、相關的行政費、處理費及任何稅收(如適用)，餘額將歸還付貨人。If Shipments are refused by the consignee, or which for any other reason cannot be delivered, Kerry Express will attempt to contact the shipper for further instructions. Shipments are delivered to the Consignee’s address given by Shipper (which in the case of mail services Shipments shall be deemed to be delivered if Shipments are delivered to the receiving postal company or agent) but not necessarily to the named Consignee personally. Kerry Express may use an electronic device to obtain proof of delivery and the shipper agrees that it will not object to Kerry Express relying on a printed copy generated by the electronic device as evidence merely on the grounds that the information concerned is obtained and stored in electronic form. Shipments to addresses with a central receiving area will be delivered to that area. If Consignee refuses delivery or to pay for delivery, or the Shipment is deemed to be unsuitable for transportation, or Consignee cannot be reasonably identified or located, Kerry Express shall use reasonable efforts to return the Shipment to Shipper provided that the Shipper shall be responsible for payment of all charges incurred by Kerry Express in connection with returning of such Shipment to Shipper, including but not limited to, all charges for forwarding, disposal, or transportation charges for returning the Shipment to Shipper, as well as any other additional charges, as well as any duty and tax, if applicable. If Kerry Express is unable to return the Shipment to the Shipper, the Shipment may be released, disposed or sold by Kerry Express without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against service charges, related administrative costs, handling charges and duty and tax (if applicable) and the balance of the proceeds of a sale to be returned to Shipper.

拒絕及停止運送Refusal and Suspension of Service

7) 若嘉里快遞發現貨件未能符合任何上述任何限制或條件，嘉里快遞可拒絕運送相關包裹(或其為託運中一部份的貨件)及，若正在運送途中，嘉里快遞可停止運送及扣留該包裹。If it comes to the attention of Kerry Express that any package does not meet any of the above restrictions or conditions, Kerry Express may refuse to transport the relevant package (or any shipment of which it is a part of) and, if carriage is in progress, Kerry Express may suspend carriage and hold the package.

8) 嘉里快遞亦保留因包裹內含危險品或嘉里快遞按其判斷認為可能弄污、玷污或以其他方式損壞其他包裹或嘉里快遞的設備的貨品，或包裹未有妥善或安全地包裝或包裹而拒絕提供運送服務的權利。此外，在各種原因下，包括嘉里快遞可按其獨有酌情決定權認為提供服務為不安全或在經濟上或運作上不可行，嘉里快遞可保留拒絕運送任何包裹或拒絕往返運送至任何地點、或提供替代服務安排的權利。Kerry Express also reserves the right to refuse providing service, among other reasons, for any package which by reason of the dangerous or other character of its contents may, in the sole judgment of Kerry Express, soil, taint, or damage other packages or Kerry Express’s equipment, or which is improperly or insecurely packed or wrapped. In addition, Kerry Express reserves the right to refuse providing service for any package or to transport the package to or from any location, or to provide any alternative service arrangements, while, among other reasons, Kerry Express, in its sole discretion, deems that it is unsafe or economically or operationally impracticable to provide service.

9) 如貨件基於以上任何理由不適合運送，或嘉里快遞經過二次嘗試後都不能成功投遞給收件人，或收件人拒絕接收，或嘉里快遞不能向收件人收取尚欠款項，嘉里快遞可以自行選擇停止任何包裹或貨件的運送。寄件人將負責支付因停止運送而導致嘉里快遞的所有費用(根據嘉里快遞當時的收費計算)，包括但不限於轉發、處置或退回運送費以及任何稅款(如適用)。Kerry Express may suspend transportation of any package or shipment if goods are found to be not acceptable for transportation for any of the above reasons or if Kerry Express cannot make the delivery on the second attempt or the consignee refuses to accept delivery or Kerry Express cannot collect the amounts, which is due from the consignee on delivery. The shipper will be responsible for payment of all charges and expenses, calculated in accordance with the current Kerry Express rates which are caused by any suspension of transportation, including, but not limited to, forwarding, disposal, or return of transportation charges as well as any duty or tax, if applicable.

10) 寄件人須就嘉里快遞因包裹不符合上述「受理的貨品及服務限制」條文所載之任何限制或條件，或因嘉里快遞按照此等條款而拒絕或停止運送或退回包裹或貨件而可能蒙受的損失、稅收及關稅及對嘉里快遞提出之所有申索及對嘉里快遞的合理費用及開支負責(包括儲存費用)。嘉里快遞將不會為任何內含嘉里快遞無權接受、嘉里快遞聲明不接受或嘉里快遞有權拒絕接受之貨件之包裹的任何損失或損毀負責。若嘉里快遞按此等條款所列而停止服務，任何運送費用的付款人將不會獲得任何退款。嘉里快遞接受其不運送或寄件人被禁止運送的任何包裹或貨件，並不構成對此等條款或收費及服務指南，或www.tgxpress.com中所列之條款之條文之寬免。

The shipper shall be liable and responsible for the reasonable costs and expenses incurred by Kerry Express (including storage expenses), for such losses, taxes and customs duties as Kerry Express may suffer and for all claims made against Kerry Express arising out of or in connection with a package does not meet any of the restrictions or conditions stipulated in the above clauses under the section “Commodities Handled and Restrictions on Service” above or arising out of or in connection with any refusal or suspension of carriage or return of a package or shipment by Kerry Express pursuant to the terms and condition herein contained.

Kerry Express shall not be liable or responsible for the loss or damage of any package, which contains goods that Kerry Express is not authorized to accept, or that Kerry Express states it will not accept, or that Kerry Express has a right to refuse. If Kerry Express suspends service in accordance with the terms and conditions herein contained, the payer of any transportation charges shall not be entitled to a refund. Acceptance for carriage of any package or shipment that Kerry Express does not accept for transportation or which shippers are prohibited from shipping, does not constitute a waiver of any provisions of these terms or the terms set forth in the Rate and Service Guide, or on www.tgxpress.com

運件體積Dimensions

11) 體積重量之計法將依據IATA(國際航空運送協會)體積重量之計算標準：(運件 長度x闊度x高度)÷6,000(厘米)＝(公斤).運件將根據體積重量或毛重中較高一項收取運費。若包裝箱盛載過多物品而導致變形，體積重量將按照此包裝箱實際之呎吋而計算。Calculation of Volumetric Weigh will be based on IATA (International Air Transport Association) volumetric weight standard :(length x width x height)÷6,000(cm) = kg). Shipment charges will be based on either volumetric weight or gross weight, depending on which is greater. If the packaging box is overstuffed and distorted out of shape, the volumetric weight is calculated as per the actual measurement of the distorted packaging box.

檢查權Right of Inspection

12) 嘉里快遞保留隨時打開並檢查任何交給其運送的包裹的權力。Kerry Express reserves the right, to open and inspect any package tendered to it for transportation.

國際貨件海關清關規定Provisions for Customs Clearance of International Packages

13) 寄件人必須提供用於海關清關的文件。在提供的文件中，寄件人需證明與出口及進口相關的所有描述及資料都是真實無誤的。此外，寄件人需了解因提供虛假或欺騙性描述，將會導致民事及刑事懲罰，包括沒收並出售貨件。當貨件交給嘉里快遞時，嘉里快遞便被寄件人委託及指定是執行海關清關的代理商(在適用時)。如嘉里快遞被指定成名義收件人，便以此身份作海關代理商來執行清關。因海關的運作或寄件人或收件人未能提供正確的文件或未能獲取必需的許可證或許可權而招致的罰款、存儲費或其他費用應由收件人支付，並需支付任何適用的稅項。然而，若收件人不支付這些費用，則寄件人有責任支付。有需要時，嘉里快遞可全權決定是否對例行清關提供免費的代理服務。複雜清關程序，或會徵收額外的費用。The shipper must provide required documentation for customs clearance. By providing required documentation, the shipper certifies that all statements and information relating to exportation and importation are true and correct. Furthermore, the shipper understands that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements. When a shipment is tendered to Kerry Express, Kerry Express is thereby appointed as the agent for performance of customs clearance, where applicable. Kerry Express is specified as the nominal consignee for the purpose of designating a customs broker to perform customs clearance.

Customs penalties, storage charges, or other expenses incurred as a result of an action by customs or failure by the shipper or consignee to provide proper documentation or to obtain a required license or permit will be charged to the consignee along with any applicable duty or tax. The shipper shall be liable for such penalties, storage charges or other expenses in the event of non-payment by the consignee. Where applicable, Kerry Express may at its sole discretion provide brokerage service at no additional charge for routine customs clearance. Additional charges may be applied for the complex clearance procedures.

費用Rates

14) 寄件人須根據附頁之收費表支付運費，及支付任何特殊服務、額外或特殊慣例的任何額外收費或費用及服務指南中提述的任何其他額外收費或任何特訂合約中所列的適用之額外收費。The Shipper shall pay rates to Kerry Express in accordance with the attached list of rates and the Shipper shall pay any additional charges or rates for nonstandard service, additional or nonstandard usage, and any other additional charges referenced in the effective Kerry Express Rate and Service Guide, or those applicable additional rates set out in any customized contracts.

付款Payment

15) 除非在貨運日前支付費用，否則，應在收到發票後的七天內，或寄件人與嘉里快遞以書面協議的時間限期內支付所有費用。除另行證明外，發票應就此而被視為在開具發票日後三個工作天已收妥。

嘉里快遞代寄件人、收件人或其他方支付的款項，包括但不限於稅項、稅收或其他徵費，寄件人有責任在嘉里快遞要求下支付予嘉里快遞。不論在運送時所選擇的任何賬項或付款方法，寄件人須最終負責及同意支付所有費用，包括收件人或第三方未能支付其已到期的款項，嘉里快遞可於指定之繳款到期日仍未清繳的款項之上收取在嘉里快遞的發票內列明的款額作為逾期繳款費用。此乃附加於嘉里快遞的任何法律權利和補償之上。Unless paid before shipment, all charges must be paid within 7 days of receipt of invoice or within such other period as the shipper may have agreed in writing with Kerry Express. Unless proved otherwise, an invoice shall be considered for this purpose to have been received three business days following the date of invoice. Any payments made by Kerry Express, including but not limited to taxes, duties or other levies, on behalf of the shipper, receiver or some other party, shall be due and payable by the shipper on demand. Notwithstanding any billing or payment option selected at the time of shipment, the shipper is ultimately liable for and has agreed to pay all charges, including the charges which the receiver or third party fails to pay on due date. A late payment fee in the amount set out in Kerry Express 's invoice may be charged on any outstanding sum after the relevant payment due date. This is in addition to any legal rights and remedies available to Kerry Express.

欠缺/無效帳戶號碼或拒付款項處理費用Missing/Invalid Account Number or Refusal Fee

16) 當寄件人未有填寫帳號(或填寫一個無效帳號)，或填寫一個與付費者帳號不相符之帳號，或填寫之帳號收件人(或第三者) 未有支付運費時，將根據於託運開始時之有效嘉里快遞收費收取一項因欠缺/無效帳號或拒付款項之處理費。 若收件人或第三者未有付款，寄件人將會被收取運費及拒付款項處理費。A processing fee, set forth in the Kerry Express Rates applicable to the shipment in effect at the time of shipping, will be charged when the account number is missing or it is not the correct account number for the bill-to party, or if it is the account number for a receiver or third party who fails to pay the shipping charges. In the event of non-payment by the receiver or third party, the shipper will be billed a refusal fee plus the shipping charges.

中斷服務Interruption of Service

17) 嘉里快遞不會對嘉里快遞無法控制的原因而導致任何貨件的投遞或服務中斷或延誤而負責，這些原因包括但不限於找不到貨件的收件人或他們拒絕接收貨件、天災、政府當局行使實際或表面權限之行為、海關或此等政府當局之行為或遺漏、顧客未能提供足夠資料，政府施行或遞送地點適用之保安規例、政府機關扣留、騷亂、罷工或其他勞工糾紛、內亂以及空中或地面運送網絡的中斷和自然災難。Kerry Express shall not be liable for any interruption of service due to causes beyond Kerry Express’s control, including, but not limited to, the following: the unavailability or refusal of a person to accept delivery of the shipment; acts of God; acts of public authorities acting with actual or apparent authority; acts or omissions of customs or similar authorities; insufficient information provided by customer; the application of security regulations imposed by the government or others applicable to the delivery location; a government agency hold; riots; strikes or other labor disputes; civil unrest; disruptions of any kind in air or ground transportation networks; and natural disasters.

對遺失或損毀所負的責任Responsibility For Loss or Damage

18) 在 "華沙公約" 或 "CMR協定" 或施行或採用此等協定(為方便提述，稱為「協定規則」)的任何國家法律下，或其他強制國家法律適用的情況下及範圍內，嘉里快遞的責任受此規定限制及規管。在協定規則或其他強制國家法律並不適用的情況下，嘉里快遞只對未能以合理謹慎及技巧行事而負責，而其責任只獨有地受此等條款所規管(人身受傷或身故則除外)，並將責任限制在每宗託運提單內證明損毀或遺失之賠償金額按照運費最高三倍計算，惟每宗託運賠償金額上限不可超過100美元(以較低者為準)。若申索人(或從其身上產生申索權利的任何人士)已對貨件或包裹造成或有份造成任何損毀、損害或延誤，嘉里快遞可能因此而招致對該共分疏忽的責任可根據適用法律獲得減輕或消除。

嘉里快遞並不向寄件人的貨物提供保險。寄件人需要貨物保險或所有風險保險須自行向第三方購買。除適用協定規則或其他適用強制國家法律另行規定外，嘉里快遞並不對特殊、附帶或相應損害賠償負責，包括不負責純經濟損失，任何替代運送方法的費用、利潤損失、商機損失、或失去使用效力招致之收益損失，不論價值有否以前述方式報稱。向嘉里快遞投遞後，嘉里快遞並不對嘉里快遞不能夠、不成功或拒絕遵從停止、退還或轉運包裹的要求而負責。Where the Warsaw or CMR Conventions or any national laws implementing or adopting these conventions apply (for convenience referred to as Convention Rules) or where (and to the extent that) other mandatory national law applies, the liability of Kerry Express is governed by and will be limited according to the applicable rules. Where Convention Rules or other mandatory national laws do not apply, Kerry Express will only be liable for failure act with reasonable care and skill and its liability shall be exclusively governed by these terms and (save in the case of personal injury or death) limited to proven damages up to an amount of no more than triple of the total delivery cost and each claim shall not be exceeded US$100.00 (whichever is the lower). If the claimant (or any person from whom he derives his right to claim) has caused or contributed to any loss, damage or delay to a shipment or package, any liability Kerry Express may incur in respect thereof (limited as above) shall be reduced or extinguished in accordance with the law applicable to such contributory negligence. Kerry Express shall not under any liability to offer shippers’ cargo insurance. Shippers who need cargo insurance or all risk insurance should purchase those insurances from third parties. Save where applicable Convention Rules or other applicable mandatory national laws required otherwise, Kerry Express shall not be liable for special, incidental, or consequential damages, including purely economic losses, such as the costs of any alternative means of transport, loss of profits, loss of business opportunities or loss of revenue resulting from loss of use, arising from any loss of or damage or delay to a shipment or package, whether or not a value has been declared as set forth above. Kerry Express shall not be liable for any damages arising from Kerry Express’s inability, failure or refusal to comply with a request to stop, return or re-route shipment of a package after tender to Kerry Express.

索賠程序Claims Procedure

19) 所有對嘉里快遞的索賠必須盡早在合理可行範圍內由書面提出。在任何情況下，如有損毀事件(包括貨件部份損毀或延誤事件)發生，必須分別在送遞後14天及21天內，以書面向嘉里快遞提出。此外，任何包裹在送遞後六個月內，或對於未送抵的包裹，從預計安排派送之日算起的六個月內若不提出法律訴訟程序及以書面通知嘉里快遞，嘉里快遞將不對任何貨件負責。本條款不影響寄件人在適用的協定規則或其他適用的強制國家法律下所可能擁有之任何權利。All claims against Kerry Express must be filed in writing with Kerry Express as soon as reasonably practicable and in any event within 14 days of delivery in the case of damage (including partial loss of a shipment) and in the case of delay within 21 days of delivery. In addition, Kerry Express shall have no liability in connection with any shipment unless legal proceedings are brought and written notice of them is given to it within six months after delivery of the goods concerned or, in the case of non-delivery, within six months from the scheduled date for delivery. This term shall not affect any rights the shipper may have under applicable Convention Rules or other applicable mandatory national laws.

整份協議Entire Agreement

20) 所有託運貨件受嘉里快遞收費及服務指南中所載及嘉里快遞網站(www.tgxpress.com)中所列的條款所規管。有效的嘉里快遞收費及服務指南及納入嘉里快遞收費及服務指南中的www.tgxpress.com 所列的嘉里快遞服務說明及嘉里快遞每件貨件的文件，構成各方間的完整及獨有協議，雙方現時或將來以書面協議進行修改除外，而且不受任何口頭協議抵觸或修改。All shipments are subject to the terms and conditions contained in the Kerry Express Rate and Service Guide and set out on the Kerry Express website (www.tgxpress.com). The effective Kerry Express Rate, Service Guide and the description of Kerry Express Services at www.tgxpress.com, which are incorporated in the Kerry Express Rate and Service Guide, the Kerry Express source document for each shipment, together comprises the complete and exclusive agreement of the parties, except as modified by any existing or future written agreements between the parties, and may not be contradicted or modified by any oral agreement.

可分割性Severability

21) 此等條款應適用至規管法律所容許之最大程度。若此等條款之任何部份不能強制執行，將不影響任何其他部份的強制執行性。These terms shall apply to the fullest extent permitted by applicable law. If any part of these terms is not enforceable, this will not affect the enforceability of any other parts.

規管法律Governing Law

22) 此等條款及包含此等條款之任何合約應在各方面均受貨件提交嘉里快遞運送之寄件國的法律所規管。The terms and conditions herein contained shall be governed by laws of the country wherein the shipment is tendered to Kerry Express for delivery.

為避免異義，此契約內的英文文本與中文文本存有差異時，將以中文文本為準。

For the avoidance of doubt, if there is any conflict between the English version and the Chinese version in this agreement,

the Chinese version shall prevail.