

# General Terms and Conditions of **DPD** / **RPX** Services



## Scope

When ordering DPD's / RPX's Services, you, as a "Customer", are agreeing, on your behalf and on behalf of the recipient of the Shipment ("Recipient" and anyone else with an interest in the Shipment that these General Terms and Conditions ("GTC") shall apply. Customer agrees to be bound by this GTC at the time of account opening and shall apply to all agreements between DPD / RPX and the Customer, Shipper and Recipient regarding the services provided by DPD / RPX.

Any revisions to the GTC will be posted at <https://www.rpxonline.com/customer-zone/> / <https://www.dpd.com/dpd-hk/en/customer-zone/> or may be obtained from RPX directly upon request. Customer's continued use of DPD's / RPX's Services shall constitute the Customer's agreement to revised version of GTC.

## I. Definitions

"Air waybill" shall include any shipment identifier or document produced by DPD / RPX or Shipper automated systems such as a label, barcode, waybill or consignment note as well as any electronic version thereof. Originals must be used (photocopies may not be accepted).

"Agreement" means DPD / RPX Account Registration Form and Services Agreement and its Exhibits.

"Carrier" means the air carrier issuing the Air Waybill and all air carriers that carry the goods or perform any other services related to the carriage.

"Goods" or "goods" means goods, wares, merchandise and articles of every kind whatever; and any container, trailer, tank or pallet (including similar articles of transport used to store or consolidate goods) not supplied by or on behalf of the Company.

"In good credit standing" means: (1) that payment on the DPD / RPX account is current; (2) the account is not in "cash only" status; and, (3) for commercial or business accounts, the balance does not exceed the credit limit established by DPD / RPX.

"Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air.

"Normal Business Hours" means Monday through Friday, except for holidays, or the official day of observance of these holidays. The business days may differ in some international locations due to local customs.

"Recipient" or "consignee" or "Receivers" means the person whose name is listed on the air waybill as the recipient. It also means the delivery destination of Customers/Shipper's goods which includes, but is not limited to Customer and Customer's purchasers, end-users, distributors or designated consignee(s).

"DPD / RPX", "our", "us" and "we" refer to DPD / RPX Limited and its officers, employees and agents; and, where DPD / RPX Affiliates are involved in providing Services in connection with a Shipment, shall include relevant DPD / RPX Affiliate.

"DPD / RPX Network" means that international distribution network maintained by DPD / RPX and the DPD / RPX Affiliates.

"DPD / RPX Affiliate" means a DPD / RPX Limited, subsidiary, affiliate, designated agents or subcontractor providing Services for customer or for DPD / RPX.

"DPD / RPX System" means DPD / RPX proprietary software or platform or interface with Customer and/or Shipper's system with a view to communicate with DPD / RPX, issue air waybills and track and trace Shipments transported under the Agreement.

"Sender" or "Shipper" means the person whose name is listed on the air waybill as the sender / shipper; or entity which actually physically dispatches a Shipment, unless the context otherwise requires.

"Services" means the services provided by the Company either as principal or as agent includes, as applicable, the transportation services, ancillary services, warehousing services and any other services that facilitates the Shipment, specified in the contract rate or quotation, or as may from time to time be agreed.

"Shipment" means all documents or parcels that travel under one air waybill and which may be carried by means of DPD / RPX chooses, including air, road, or any other carrier.

"Transportation Charges" mean amounts assessed for movement of a Shipment and do not include any other fees or charges that may be assessed under these GTC, such as (but not limited to) declared-value charges, special handling fees, customs duties and taxes, and surcharges.

"UPC" stands for Universal Postal Convention and supplementary documents as applicable in the latest version.

"UPU" stands for Universal Postal Union which coordinates postal policies among member.

"Warsaw Convention" is the Convention for Unification of Certain Rules Relating to International Carriage by Air, signed on 12 October 1929.

"You" or "your" means the customer, shipper/sender, recipient and their agents, servants, employees, and any other person or entity having or claiming an interest in a Shipment.

## II. Agreements and Services

1. Contracts or agreements regarding transport and delivery of Shipments are concluded between the Shipper and DPD / RPX in a written form or by way of handover of the Shipment and acceptance of the same for transport and delivery in accordance with the Agreement, including this GTC.
2. A valid account number required for all Shipments are made at the time of Shipment and are not transferable. All requests for account numbers are subjected to prior credit assessment and verification, DPD / RPX may request additional information for credit assessment process. The party to whom a DPD / RPX account number is issued is liable for all charges to the account. The account holder bears the risk of all unauthorized use of account holder's DPD / RPX account number.
3. The Customer or Shipper shall label the Shipment correctly and provide all necessary details to enable DPD / RPX to perform the Services. DPD / RPX will accept special instructions from the Customer, Shipper and/or Recipient for Shipments only if these instructions are notified in the agreed form or in a separate agreement between the contractual parties. DPD / RPX is not obliged to comply with any special instructions if these are issued only after the Shipment has been handed over for transport and delivery.
4. DPD / RPX is not liable for any re-packaging, re-wrapping or combining the pieces or cartons. The Shipper shall undertake to DPD / RPX that the shipment is packed and wrapped by the Shipper to a reasonable standard so as to protect the enclosed Goods and ensure safe transportation with reasonable care and handling.
5. DPD / RPX provides pickup service Normal Business Hours with or without charges; a surcharge may be levied for services outside Normal Business Hours or during weekends and public holidays.

## III. Shipments

1. Customer, Shipper and/or Recipient shall provide to DPD / RPX customs commodity codes, full product descriptions and values of all Goods to enable preparation of customs paperwork, as requested from time to time by the local customs or other authorities, to facilitate transportation and delivery of the Goods. Your Shipment may not be accepted if DPD / RPX determines that your DPD / RPX account which is not in good credit standing.

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2. You agree to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places at the sole and absolute discretion of DPD / RPX.
    - a. **Unacceptable Shipments**
  3. A Shipment is deemed unacceptable if:
    - i. No customs declaration is made when required by applicable customs regulations;
    - ii. It contains counterfeit goods, animals, bullion, currency, gem stones; weapons, explosives and ammunition; human remains; illegal items;
    - iii. It is classified as hazardous materials, dangerous goods, prohibited or restricted articles by International Air Transport Association (IATA), International Civil Aviation Organization (ICAO), European Road Transport Regulation on dangerous goods (ADR), Universal Postal Union (UPU) or other relevant organization ("Dangerous Goods /Prohibited Goods");
    - iv. Its address is incorrect or not properly marked or its packaging is defective or inadequate to ensure safe transportation with ordinary care in handling;
    - v. It contains any other item which DPD / RPX decides cannot be carried safely or legally.
  4. You are prohibited from tendering including Dangerous Goods/ Prohibited Goods for shipment to any international destinations unless otherwise under special arrangements previously made in writing as indicated in the Agreement. Restrictions may apply depending on destination and may be updated from time to time. The list of Dangerous Goods/ Prohibited Goods may be obtained from our Sales Representative upon request.
  5. Notwithstanding any other rights of DPD / RPX, the Customer, Sender and Recipient shall indemnify DPD / RPX from any liability for third-party claims resulting from the transportation or delivery of Prohibited Goods or other inadmissible or unlawful goods. The contractual liability of DPD / RPX for its own conduct and that of its agents or subcontractors remains unaffected.
  6. The declared value for carriage cannot exceed the allowed declared value for customs.
  7. DPD / RPX reserves the right to refuse or reject a Shipment when, in our opinion, the Shipment would be likely to cause damage or delay to other Shipments, equipment or personnel, or when the carriage of the Shipment is prohibited by law or is in violation of any of these terms and conditions.
    - b. **Customs Clearance and Customs Regulations**
  8. All Shipments which cross international borders must be cleared through Customs in the destination country prior to delivery to the recipient. DPD / RPX may perform any of the following activities on Shippers' or Receiver's behalf of in order to provide its services:
    - i. Complete any documents, amend product or services codes, and pay any duties, taxes or penalties required under applicable laws and regulations ("Customs Duties");
    - ii. Act as Shippers' forwarding agent for customs and export control purposes and as Receiver solely for the purpose of designating a customs broker to perform customs clearance and entry and;
    - iii. Redirect the Shipment to Receivers' custom broker or other address upon request by any person who DPD / RPX believes in its reasonable opinion to be authorized.
  9. The Customer, Shipper and/or Sender is obliged to comply with the applicable import and export regulations and the customs regulations of the country of origin, destination and transit. The Customer shall remain the sole party responsible for the truth of his or her declarations and shall complete the necessary accompanying documents truthfully and completely, and hand these over with the Shipment.
  10. DPD / RPX may attempt to notify the Recipient when Shipments are held by Customs or other agencies due to incorrect or missing documentation. If the recipient fails to submit correct information within timeframe required by local law, DPD / RPX may determine the Shipment as undeliverable.
    11. DPD / RPX does not assume any liability for the content of the Shipment and the accompanying documents, even if these are prepared by or on behalf of DPD / RPX upon the Customer or Sender's request. The Customer, Sender and Recipient remains solely responsible for all risks and consequences of importing and exporting goods. This shall apply independently of the grounds on which the dispatch is restricted or prohibited, either by applicable statutory provisions or is restricted or excluded under these GTC or other contractual provisions.
      - c. **Delivery and Undeliverable Shipments**
    12. Shipments cannot be delivered to PO boxes for non-postal services. The Shipments shall be delivered to the Recipient's address specified by the Customer or Sender, though not necessarily personally to a Recipient named in person. Shipments to addresses with central mail departments shall be delivered to these departments. If a recipient's address is found to be incomplete or incorrect, DPD / RPX will attempt to find the correct address and to complete the delivery, but DPD / RPX assumes no responsibility for our inability to complete delivery under such circumstances and a surcharge may be levied to correct an address. If the correct address cannot be determined or if the recipient cannot be reached, DPD / RPX will attempt to contact the Customer/Sender for address clarification or instructions to return the Shipment. DPD / RPX will not be liable for failing to meet our delivery services for any shipment with an incomplete or incorrect address.
    13. If the Shipment deemed to be Unacceptable Shipment as described in Section III (a); or it has been undervalued for customs purposes, or Receiver cannot be reasonably identified or located; or Receiver refuses delivery or to pay customs duties or other Shipment Charges, DPD / RPX shall use reasonable efforts to notify the Customer and/or to return the Shipment to Customer if local customs regulations will allow at Customer's cost. In any event, if an undeliverable Shipment cannot be delivered, cleared through customs or returned, or if the Shipment contains perishable commodities, DPD / RPX shall be entitled to release, sell or destroy at its discretion at any location. In case Customer does not receive the DPD / RPX's notice asking him /her to take the goods delivery, it shall not affect the Company's aforesaid right to release, sell or dispose of the uncollected goods. The Customer shall pay any costs incurred in connection with the storage and the sale and/or disposal of the goods and return to the origin.
- ## IV. Prices and terms of Payments
1. The Customer shall pay to DPD / RPX the agreed charges for the agreed Services. The prices for the Services are listed in the contract rate or Rates and service quotations are net price and exclude applicable taxes, customs duties, fuel / emergency surcharges and other governmental impositions.
  2. DPD / RPX may, at any time during the term of Agreement, adjust its prices for the Services, unless otherwise stated in the agreement. Due to the potential for significant fluctuations in the price of aviation and vehicle fuel, DPD / RPX reserves the right to assess a fuel surcharge on Shipments without notice.
  3. DPD / RPX's Shipment charges are calculated according to the higher of actual or volumetric weight per piece, rounded up to the next half kilogram unless stated otherwise in the contract rate, and any Shipment may be re-weighed and re-measured by DPD / RPX to confirm this calculation. Customer or designated person, shall pay or reimburse DPD / RPX for all Shipment or other charges due, or custom duties owed for services provided by DPD / RPX or incurred by DPD / RPX on Shippers' or Recipient's behalf. Payment of customs duties may be requested prior to delivery.
  4. The Customer is always ultimately liable for all charges and fees relating to a Shipment, including, but not limited to, any duties or taxes or other levies, together with penalties, fines or interest thereon, imposed by any taxing authority with respect to the storage, transportation and customs declaration of Goods. If the designated payer fails or refuses to pay, the Customer will be billed for, and agrees to pay, all fees relating to the

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Services. In case of non-payment of any outstanding amount, DPD / RPX 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.

5. Unless otherwise specified, a storage charge may be applied to a shipment that is unclaimed or undelivered or otherwise left in our location for more than [3 days] following notice to the recipient or designated broker of the shipment's availability or of additional documentation for regulatory clearances.
6. Any sum due by virtue of Agreement and remaining unpaid at the due date of the invoice relating thereto will bear interest without further notice at the rate of [2% per month]. Customer agrees to reimburse to DPD / RPX all reasonable costs (such as external collection agency, legal fees and other related expenses) incurred by DPD / RPX in connection with recovering amounts owing from Customer.
7. Unless specified in Agreement and ezChina Service, the charges for all kinds of Services will be invoiced monthly by DPD / RPX. The charges for ezChina Service will be invoiced on daily basis unless specified in Agreement. All charges for Services will be billed in the currency specified in Rate and Service Quotations or Agreement, unless the context otherwise agreed in writing by DPD / RPX. The invoices will be billed to Customer at its address indicated in the Agreement or to other entity or specific location as agreed in writing by all the parties involved from time to time. For any amendment on the billing address and special request for billing arrangement, the Customer is liable to notify our Sales Representative and our Account Department in writing at least 7 days' prior notice.
8. DPD / RPX reserves the right to impose exchange rate surcharge to recover costs associated with exchange rate fluctuation if the monthly exchange rate used by DPD / RPX Network fluctuates significantly against the US Dollar from the exchange rate effective on the date of agreement or from the most recent exchange rate adjustment to Customer, then DPD / RPX will at least provide [7 days] advance written notice to customer about the exchange rate surcharge percentage of its total billed amount. This exchange rate surcharge percentage will be applicable to all invoices issued thereafter until further notice.

## V. Rates and service quotations

1. Rates and service quotations by our employees and agents will be based upon information provided by you, but final rates and service may vary based upon the Shipment actually tendered and the application of the GTC.
2. Unless specified in Agreement, Rates and service quotations for Services, are valid for [30] days from the date of the quotations and become effective when the quotation is agreed in writing by all contractual parties. DPD / RPX reserves the right to change the Rates and service quotations from time to time within its effective period.
3. DPD / RPX will not be liable for, nor will any adjustment, refund or credit of any kind be made as a result of, any discrepancy in the rate or service quotation made prior to the actual tender of the Shipment and what appears on the actual invoice, unless the rate or service applied at the time of original invoicing is inconsistent with the Shipment actually tendered.
4. Rates and special handling fees are determined by the country where the Shipment originated and are in that country's currency. If the payer's preferred currency is different from the currency of the origin country, the rates and special handling fees shall be converted to the payer's preferred currency unless agreed in writing by an authorized officer of DPD / RPX.

## VI. Credit Terms and Credit limit

1. All requests for account numbers are subject to prior credit assessment and verification, a credit limit will be allocated to Customer. We reserve

the right, at our sole discretion, to determine the credit limit and make any adjustments on the credit limit of accounts. For any adjustments on the credit limit, we will notify the Shipper.

2. DPD / RPX reserves the right not to accept orders or Shipments from the Customer when the above credit limit is exceeded or inadequate prepayment is received for the ezChina Service.
3. The invoice date begins the credit term cycle. Unless otherwise specified, payment terms are [14 days] or [30 days] from date of invoice. All invoice shall be due and payable by the Customer, without deduction or set-off, within the credit period granted by DPD / RPX. Payment to the Company is due as soon as an invoice is rendered to the Customer.
4. Failure to keep your DPD / RPX account in good credit standing will result in your being placed on a "cash only" status or suspended. This status may impair your ability to use our services. In the event prompt payment is not made and your account is placed on a "cash only" basis, credit privileges will not be restored until you have paid all past due balances in full and all costs, fees and expenses incurred by DPD / RPX in collecting or attempting to collect such balances. RPX may decline to restore credit privileges, even if all costs, fees and expenses are paid.
5. In the event that suit is filed to collect unpaid charges, you agree to be liable for all reasonable costs which include, but are not limited to, attorney fees, interest and court costs. DPD / RPX does not provide consumer credit privileges.

## VII. Method of Payment

Acceptable methods of payment are: company cheque, money order, bank in slip, bank transfer, telegraphic transfer acceptable to DPD / RPX charged to a valid DPD / RPX account number in good credit standing, and cash.

## VIII. Claims

1. All claims must be submitted in writing to DPD / RPX no later than either [14 days] after delivery of the Goods by DPD / RPX or [14 days] after the date of the event giving rise to the claim, whichever is the earlier, failing which DPD / RPX shall have no liability whatsoever.
2. Your notice of claim must include complete shipper and recipient information and with documentation supported. Such documents must be verifiable to our satisfaction. Failure to provide us with necessary documents within time limits will result in denial of your claim, and we will have no liability or obligation to pay your claim. We are not obliged to act on any claim until all Transportation Charges have been paid. The claim amount may not be deducted from these charges or from any outstanding balance owed to us.
3. Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith. Shipment-status information is not intended or permitted to be used as the basis to file a claim. Receipt of the shipment by the recipient without written notice of damage on the Air waybill is prima facie evidence that the shipment was delivered in a good condition, and cannot be used as the basis to file a claim. DPD / RPX reserves the right to inspect a damaged Shipment on the recipient's premises as well as the right to retrieve the damaged package for inspection at our facility.

## IX. Customer Access System

Based on upon Customer's requirements but at DPD's / RPX's discretion, DPD / RPX may provide Customer and/or Shipper with DPD / RPX proprietary software or platform or interface with Customer and/or Shipper's system to communicate with DPD / RPX, issue air waybills and track and trace Shipments transported under the Agreement (the "DPD / RPX System").

All electronic communications between DPD / RPX and Customer and/or Shipper, relevant customer access software, and the use, provision, servicing and cost of the system are subject to the provisions of Agreement. Customer and/or

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Shipper agrees that Customer and/or Shipper has the sole responsibility to ensure that the data integrity of all the Shipment details. DPD / RPX may provide links to websites operated by third parties and DPD / RPX is not responsible for the collection or processing of personal data or the operations or contents of such third party sites.

## X. Data Protection

Data Protection In the event any information submitted by Customer, Shipper and/or Recipient to DPD / RPX contains personal data that is subject to the protection of applicable privacy and data protection laws and regulations. DPD / RPX shall limit the disclosure and processing of the personal data to such extent as is reasonably required to effect performance of the services, to manage and administer the Customer's account(s) with DPD / RPX, to advertise products and services provided by DPD / RPX (subject at all times to the right to decline of Customer, Shipper and/or Recipient and DPD's / RPX's compliance with applicable privacy and data protection laws and regulations) and for such other purposes as may be required by law, including, communicating the same to customs authorities. The Customer, Shipper and/or Recipient warrants that all personal data provided to DPD / RPX has been fairly and lawfully obtained and the Customer, Shipper and/or Recipient has authority to disclose such personal data to DPD / RPX for the purposes mentioned above. The Customer, Shipper and/or Recipient shall fully indemnify and keep DPD / RPX fully indemnified against any and all liability incurred by DPD / RPX as a result of such breach or suspected breach howsoever arising.

## XI. Inspection of Shipments

DPD / RPX is not obliged to check whether a Shipment contains Prohibited Goods. However, DPD / RPX may, at our option, open and inspect any Shipment without notice for safety, security, customs or other regulatory reasons. Customer hereby acknowledges that DPD / RPX or any governmental authority will be entitled to open and inspect the parcels entrusted to it at any time, without the exercising of such right in any way calling to question.

## XII. Shipper's Warranties and Indemnities

Customer shall indemnify and hold DPD / RPX harmless for any loss or damage arising out of Customer's failure to comply with the following warranties and representations:

- All information provided by Customer or its representatives is complete and accurate; and for obtaining all required export licenses and other governmental approvals prior to exporting its Goods
- The Shipment is acceptable for transport;
- The Shipment was prepared in secure premises by reliable persons and was protected against unauthorized interference during preparation, storage and any transportation to DPD / RPX;
- Shipper has complied with all applicable customs, import, export, data protection laws, sanctions, embargos and other laws and regulations; and
- Shipper has obtained all necessary consents in relation to personal data provided to DPD / RPX including Receiver's data as may be required for transport, customs clearance and delivery, such as e-mail address and mobile phone number.

## XIII. DPD's / RPX's Liabilities

1. In respect of any one Shipment transported by air (including ancillary road transport or stops en route), DPD's / RPX's liability is limited by the Montreal Convention or the Warsaw Convention as applicable, or in the absence of such Convention, to the lower of (a) the current market or declared value. Or (b) 19 Special Drawing Rights per kilogram (approximately USD 26.00 per kilogram). Such limits shall also apply to all other forms of transportation, except where Shipments are carried only by road or using Postal Channel, when the limits below apply.
2. In respect of cross border Shipment transported by road, DPD's / RPX's liability is or shall be deemed to be limited by the Convention of the International Carriage of Goods by Road (CMR) to lower of (a) current market value or declared value, or (ii) 8.33 Special Drawing Rights per kilogram (approximately USD 14.00 per kilogram). Such limits will also apply to

national road transportation in the absence of any mandatory or lower liability limits in the applicable national transport law.

3. In respect of cross border Shipment transported using Postal Channel, DPD's / RPX's liability is or shall be deemed to be limited by the Universal Postal Convention (UPC), to the declared value with maximum based on Universal Postal Union (UPU) Standard.
4. Every Shipment is transported on a limited liability basis as provided therein. If Customer regards these limits as insufficient it must make a special declaration of value and make its own insurance arrangements.
5. DPD's / RPX's liability is strictly limited to direct loss and damage to a Shipment only and to the limits mentioned above. All other types of loss or damage are excluded, including but not limited to lost profits, income, interest, future business, whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to DPD's / RPX's attention.
6. DPD / RPX will make every reasonable effort to deliver the Shipment according to DPD's / RPX's regular delivery schedules, but these schedules are not binding and do not form part of the Agreement. DPD / RPX is not liable for any damages or loss caused by delay.
7. DPD / RPX, including, without limitation, agents, contractors, employees and affiliates, will not be liable for any loss or damage arising out of circumstances beyond our control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to DPD / RPX; any act or omission by a person not employed or contracted by DPD / RPX, such as Shipper, Receiver, third party, customs or other government officials; "Force Majeure" - e.g. earthquake, cyclone, hurricane, storm, flood, fog, radiation contamination, pandemic, war and any other military action, plane crash or embargo, act of God, riot or civil commotion, industrial action or disputes.
8. Notwithstanding anything else in the Agreement, DPD / RPX is not liable for any loss of or damage to any package that is not adequately packaged by the customer or shipper.
9. You agree to indemnify, hold harmless and defend DPD / RPX, its officers, directors, employees and agents or sub-contractor from and against any and all claims, expenses, fines, judgments, damages or awards (including, without limitation, domestic or foreign export compliance fines or penalties, customs fines or penalties, and reasonable attorney fees) arising out of or related to DPD's / RPX's provision of Services; and to hold DPD / RPX, its officers, directors, employees and agents or sub-contractor harmless from and against all claims, damages, liabilities, actions, losses, costs and expenses of any nature whatsoever in any manner arising out of you or any third party (on behalf of you) providing to DPD / RPX inaccurate or false information, declaration or documents. For Shipments requiring an export license, you agree that you remain liable for and will hold DPD / RPX, its officers, directors, employees, and agents, harmless from and against all claims, damages, liabilities, actions, losses, costs and expenses of any nature whatsoever in any manner arising out of your failure to comply with laws applicable to the exportation of such Shipments.
10. DPD / RPX makes no warranties, express or implied, and expressly disclaim any and all warranties.

## XIV. Applicable Law and Venue

Any dispute arising under or in any way connected with these GTC shall be subject, for the benefit of DPD / RPX, to the non-exclusive jurisdiction of the courts, and governed by the laws of the country of origin of the Shipment and Customer irrevocably submits to such jurisdiction, unless contrary to applicable law.

## XV. Severability

The invalidity or unenforceability of any provision shall not affect any other part of these GTC.