

**SUMMARY OF STANDARD CONDITIONS OF CARRIAGE
DOCUMENT COURIER SERVICES and SMALL PARCEL EXPRESS SERVICES**

APPLICATION OF THE CONDITIONS AND SHIPMENT

Sagawa Express Philippines, Inc. (SEP) Standard Conditions of Carriage (the "Conditions" and the price list shall apply from the time the shipper delivers the shipment to SEP together with this cargo receipt. The shipment shall be carried by any means SEP chooses.

CUSTOMS, EXPORT AND IMPORT

SEP may perform any of the following activities on behalf of the shipper.

- a. Complete, amend, or replace any document as applicable laws or regulations may allow, and pay any duties or other taxes required under applicable laws or regulations; or
- b. Act as shipper's forwarding agent for customs and export control purposes, and act as a consignee solely for the purpose of appointing a customs broker to perform customs clearance and entry.

INSPECTIONS

SEP reserves the right to open and to inspect any shipment without any notice to the shipper where SEP deems it necessary to ensure that such shipment is not in violation of any the Conditions hereof and that SEP is able to deliver such shipment to the destination while adhering to the standard procedures and handling methods.

UNACCEPTABLE SHIPMENT

The shipper guarantees that the shipment is acceptable and agrees that any shipment is unacceptable if:

- a. It is classified as hazardous material, as dangerous goods, as prohibited or restricted articles by IATA (International Air Transport Association), by ICAO (International Civil Aviation Organization), or by any other governmental department, or other relevant organization;
- b. no customs declaration is made when required by applicable customs regulations; or
- c. SEP declares that it cannot transport an item contained in the shipment safely or legally (such items include, but are not limited to, currency, stamps, works of art, jewelry, precious stones and metals, firearms, explosives, human remains, bearer from negotiable instrument, perishables, illegal narcotics/drugs, animals, plants, bullions, and pornography)

DELIVERIES & UNDELIVERIES

No shipment can be delivered to PO boxes or postal codes. Shipments are delivered to the consignee's address given by the shipper, but not necessarily to the named consignee personally.

SEP'S LIABILITY

SEP contracts with the shipper on the basis that SEP'S liability is strictly limited to direct loss only.

All other types of loss or of damage are excluded (including, but not limited to, lost profit income, any accrued interest, or loss of future business). SEP'S liability in respect of any one shipment transported is limited to its actual cash value and shall not exceed the greater of US\$100.00 (ONE HUNDRED US DOLLARS).

LIABILITIES NOT ASSUMED

SEP is not liable for any loss or damage arising out of circumstances beyond SEP'S control. These include: any Act of God such as earthquake, cyclone, storm, flood or fog, force majeure such as war, plane crash, embargo; nay defect or characteristic of the shipment even if known to SEP; riots, strikes, or other local disputes, hazards incident to a state of war; any act or omission by a person not employed or contracted by SEP such as a shipper, a consignee, a third party, a customs or other government officials; and magnetic damage to, or erasure of, electrical or photographic images, data or recordings.

DELAYED SHIPMENT

SEP shall make every reasonable effort to pick up and to deliver the shipment according to SEP'S regular pick-up and delivery schedules, but these are not guaranteed and do not form part of the contract.

CLAIMS

Any claim brought by a shipper against SEP must be submitted in writing within 30 days from the date that SEP accepted the shipment. No claim may be made against SEP after the said 30 days time limit. Claims are limited to one claim per shipment, the settlement of which will be in full and final settlement for all loss or damage in connection therewith.

INSURANCE

Insurance is available covering the actual cash value in respect of loss or damages to a shipment, provided that the shipper pays the applicable insurance premium. Insurance does not cover indirect loss or damages, or loss or damages caused by delays.

SHIPPER'S WARRANTIES AND LIABILITY

The shipper is liable to SEP for any loss or damage arising out of the shipper's failure to comply with any applicable laws or regulations and for any breach of the shipper's warranties and representations, which include following:

1. All information provided by the shipper or any of its representatives is complete and accurate,
2. The shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling; and
3. All applicable customs, import, export and other laws and regulations have been complied with.