

SUMMARY OF STANDARD CONDITIONS OF CARRIAGE

DOCUMENT COURIER SERVICES and SMALL PARCEL EXPRESS SERVICES

APPLICATION OF THE CONDITIONS AND SHIPMENT

SAGAWA LOGISTICS KOREA CO.,LTD.(SLK) Standard Conditions of Carriage (the “Conditions”) and the price list shall apply from the time that the shipper delivers the shipment to SLK together with this cargo receipt. The shipment shall be carried by any means SLK chooses.

CUSTOMS, EXPORTS AND IMPORTS

SLK 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

SLK reserves the right to open and to inspect any shipment, excepting for letter without any notice to the shipper where SGW deems it necessary to ensure that such shipment is not in violation for any of the Conditions hereof and that SLK 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 governmental department, or other relevant organization;
- b) No customs declaration is made when required by applicable customs regulations; or
- c) SLK 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 instruments, 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.

SLK’S LIABILITY

SLK contracts with the shipper on the basis that SLK’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 incomes, any accrued interest, or loss of future business).

- For international sending items which be carried by air: 09 SDR/kg (was calculated for each 500 gr weight level, decimal is calculated by 500 grams) but not less than 30 SDR/shipment, and reimburse service fee.

- For international sending items which be carried by other method: 05 SDR/kg (was calculated for each 500gr weight level, decimal is calculated by 500 grams) and reimburse service fee.

LIABILITIES NOT ASSUMED

SLK is not liable for any loss or damage arising out of circumstances beyond SLK'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 SGW; 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 SGW 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.

- a) For loss parcel or delay delivery towards announced schedule: 6 months since the date after finishing the standard time.
- b) For damage parcel, transportation fee and other claims directly relevant to parcel: 1 month since the parcel is delivered to receiver.

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 SLK 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:

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