



GENERAL TERMS AND CONDITIONS OF INTERNATIONAL SERVICE BY T L AIR EXPRESS SERVICE (CAMBODIA)

Party B shall comply with the requirements set forth in this Exhibit. The provisions of this Exhibit shall control in the event of a conflict between the Agreement and this Exhibit.

These terms and conditions ("terms") set out the basis on which T L Air Express Co., Ltd. ("T L Air") will transport packages, letters and freights ("packages"). These terms are supplemented by the service details appearing in the T L Air website (www.tlairexpress.com). This Exhibit contains important details about the services of T L Air that Party B should read and which form part of the agreement between Party A (T L Air) and Party B.

T L Air may engage sub-contractors to perform service and contracts both on its own behalf and on behalf of its agents, and sub-contractors each of whom shall have the benefit of these terms. In these terms, "Waybill" shall mean a single T L Air waybill/consignment note or the entries recorded against the same day, address and service level on the pick-up record. All packages covered under a Waybill shall be considered a single shipment. A shipment may be carried via any intermediate stopping places that T L Air deems appropriate.

Unless any special service is agreed upon, the service to be provided by T L Air is limited to the pickup, transportation, customs clearance where applicable and delivery of the shipment. The shipper acknowledges that shipments will be consolidated with those other shippers for transport and that T L Air may not monitor the inbound and outbound movement of individual shipments at all handling centers.

This section sets out various restrictions and conditions which limit and govern the extent of the service T L Air offers. It also explains what the consequences are of the shipper presenting packages for carriage which do not meet these requirements.

1. CARGO ACCEPTANCE CONDITIONS

- 1.1. T L Air does not offer carriage of package which do not comply with the restrictions in paragraphs (i) to (iv) below:
 - a. Packages must not weigh more than 70 kilograms (or 150 lbs.) or exceed 270 centimeters (or 108 inches) in length or a total of 419 centimeters (or 165 inches) in length and girth combined.
 - b. The value of any package may not exceed the local currency equivalent of USD 2,500. In addition, the value of any jewelry, other than costume jewelry, in a package shall not exceed the local currency equivalent of USD 500, except that if any such shipment is tendered from eligible origins to eligible destinations set forth at tlairexpress.com/jewelry, the shipment value may exceed USD 500 but shall not be more than USD 2,500 per package or per pallet (or the local currency equivalent). Shipments having a value or declared value of more than US\$2,500 per shipment (Consignment Note) will not be accepted for transportation.
 - c. Packages must not contain counterfeit goods, animals, bullion, currency, gem stones; weapons, explosives and ammunition; human remains; illegal items, such as ivory and narcotics, or any of what has been classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), ADR (European Road Transport Regulation on dangerous goods) or other relevant organization ("Dangerous Goods").

Please refer to the prohibited articles listed on the T L Air Express website (www.tlairexpress.com) including (but not limited to) articles of unusual value (such as works of art, antiques, precious stones, stamps, Unique items, gold or silver), currency or negotiable instruments (such as cheques, bills of exchange, bonds, savings books, share certificates or other securities) and dangerous goods.

- d. T L Air does not regularly provide service for shipment containing live animals. T L Air will only accept live animal shipments on an exception basis. Transportation for shipments containing live animals is limited, must be prearranged, and as with all others shipments, will be provided only according to this exhibit.

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** for the shipper and receiver of the shipment and that they are so packed, marked and labeled, their contents so described and classified and are accompanied by such documentation as may (in each case) be necessary to make them suitable for transportation and to comply with the requirements for shipment and applicable law.

1.2. Valuable Goods

Valuable goods such as precious stones, precious metals, jewelry, money, negotiable instruments, unprotected furniture, glass or china, objects of art, antiques and important documents or non-reprintable documents that include passports, tenders, share and option certificates should not be sent through our network delivery system because it involves the use of mechanical handling and automated sortation equipment together with multiple transshipments on and off vehicles which could result in loss and/or damage. If you nevertheless send, or cause us to send, such goods through our network delivery system it shall be at your own risk.

2. Large Package Surcharge

An additional charge applies for packages that are considered large. A package is considered a "Large Package" when its length meets 120x100x100. An Additional Handling Charge will not be assessed when Large Package Surcharge is applied.

3. Oversize Pallet Handling Surcharge

T L Air Express shipments are subject to a maximum size and weight limits that vary by origin and destination. Shipments that exceed such maximum package sizes will not be accepted for transportation and will be returned to sender if found in the T L Air system. Shipments that exceed applicable size and weight threshold, are subject to an Oversize Pallet Handling Surcharge.

4. Additional Handling Charge

An additional charge applies to certain items that require additional handling, such as: (i) any article that is encased in an outside shipping container made of metal or wood; (ii) any cylindrical item, such as barrel, drum, pail or tire, that is not fully encased in a corrugated cardboard shipping container; (iii) any package with the longest side exceeding 122 centimeters (48 inches) or its second longest side exceeding 76 centimeters (30 inches); (iv) any package with an actual weight of more than 32 kilograms (70 pounds); and (v) when each package in a shipment where the average weight per package is more than 32 kilograms (70 pounds) and the weight of each package is not specified on the source document.

T L Air reserves the right to assess the charge for any package that, in T L Air's sole discretion, requires special handling.

5. Refusal and Suspension of Carriage

- 5.1 If it comes to the attention of T L Air that any package does not meet any of the above restrictions or conditions, T L Air may refuse to transport the relevant package (or any shipment of which it is a part of) and, if carriage is in progress, T L Air may suspend carriage and hold the package.
- 5.2 T L Air may also suspend carriage if it cannot complete delivery at the third attempt, if the receiver refuses to accept delivery because of an incorrect address (having used reasonable means to find the correct address) or because the correct address is found to be in another country from that set out on the package or Waybill or if it cannot collect amounts due from the receiver on delivery.
- 5.3 Where T L Air is entitled to suspend carriage a packaging or shipment, it is also entitled to return it to the shipper at its own discretion. Additional handling and return charges will apply.
- 5.4 Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Receiver's address given by Shipper but not necessarily to the named Receiver personally.
- 5.5 A processing fee, applicable to the shipment in effect at the time of shipping, will be charged for a missing or invalid account number where the account number is missing or it is not the correct amount 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 charge. In the event of non-payment by the receiver or third party, the shipper will be billed a refusal fee plus the shipping charges.

If the Shipment is deemed to be unacceptable because it has been undervalued for customs purposes, and Receiver refuses to pay Customs Duties or other Shipment charges, TL AIR Express shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against Customs Duties, Shipment charges and related administrative costs with the balance of the proceeds of a sale to be returned to Shipper. TL AIR Express shall have the right to destroy any Shipment which any law prevents TL AIR EXPRESS from returning to Shipper as well as any Shipment of Dangerous Goods.

The shipper will be responsible for the reasonable costs and expenses of T L Air (including storage), for such losses, taxes and customs duties as T L Air may suffer and for all claims made against T L Air because a package does not meet any of the restrictions or conditions in the Service Restrictions and Conditions clause above or because of any refusal or suspension of carriage or return of a package or shipment by T L Air which is allowed by these terms. In the case of return of a package or shipment, the shipper will also be responsible for paying return transport charges calculated in accordance with prevailing commercial rates of T L Air Express.

T L Air will not meet any losses which the shipper may suffer arising out of T L Air carrying packages which do not meet the restrictions or conditions in the Service Restrictions and Conditions clause above and, if T L Air does suspend carriage for a reason allowed by these terms, the shipper shall not be entitled to any refund on the carriage charges it has paid.

6. Inspection

T L Air reserves the right to open and inspect any package (except for private mail) tendered to it for transportation for the purpose of (i) dealing with them and repackaging them when they are damaged or the wrapping is torn, (ii) presenting to the authorities for inspection, (iii) dealing with abandoned items, and (iv) such other circumstance as permitted by applicable law or agreed by the parties.

7. Packaging

It is the responsibility of the shipper to ensure that the proper packaging is used and that contents are adequately and securely packed, wrapped and cushioned for transportation. The use of T L Air Express provided packaging (including but not limited to materials, supplies and assistance) is not a guarantee that an item is sufficiently packaged for transportation.

When shipping certain electronic media containing sensitive personal information, it is recommended that the shipper retain a copy of the data and secure the data on the electronic media through encryption or other technological means. T L Air is not liable or responsible for loss of, damage to, or irretrievability of data stored on electronic media, or loss of information.

8. Customs Clearance

TL AIR EXPRESS may perform any of the following activities on Shipper's or Receiver's behalf in order to provide its services:

- (a) complete any documents, amend product or service codes, and pay any duties, taxes or penalties required under applicable laws and regulations ("Customs Duties")
- (b) act as Shipper's 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
- (c) redirect the Shipment to Receiver's customs broker or other address upon request by any person who TL AIR Express believes in its reasonable opinion to be authorized.

Where applicable, the shipper must provide 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 the Carrier, the Carrier is thereby appointed as the agent for performance of customs clearance, where applicable. The Carrier is specified as the nominal consignee for the purpose of designating a customs broker to perform customs clearance.

When the shipment arrives the destination country and the shipment has been re-evaluated by Customs, the shipper or the receiver shall bear all charges arising from the re-evaluation.

DDU Incoterm, which is short for "delivered duty unpaid," is an international commerce term (incoterm) which means that the seller will deliver the goods as soon as they are made available at an agreed-upon location in the country to which they are imported.

DDP is one of the Incoterms rules developed by the International Chamber of Commerce and is quite widely used within international trade. DDP stands for "Delivered Duty Paid" which means that the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport, and ready for unloading at the named place of delivery.

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. However, the shipper is liable in the event of non-payment by the consignee. Where applicable, the Carrier provides brokerage service at no additional charge for routine customs clearance. Additional charges may be applied for the complex clearance.

9. Export controls

- 9.1 Shipper assumes responsibility for and guarantee compliance with all applicable export controls laws, including but not limited to regulations and rules that prohibit unauthorized trade in military and other strategic goods and services with, as well as financial or commercial dealings with named individuals and entities in countries to, from, through or over which your shipment may be carried, or regulations and rules that impose conditions under which certain technologies, information, and commodities can be transported to, from, through or over any country which your shipment may be carried.

- 9.2 Shipper also guarantees that no shipments will be tendered to us if shipper or any of the parties involved in the shipment are listed on any of the United Nations sanctions programmes, regional and national programmes implementing and/or supplementing those, as well as parties listed on autonomous measures regulations.
- 9.3 Shipper agrees to identify shipments subject to pre-export regulatory controls, and provide us with information and all necessary documentation to comply with applicable regulations.
- 9.4 Shipper is responsible at own expense for determining export and import licensing or permitting requirements for a shipment, obtaining any required licenses and permits, and ensuring that the consignee is authorized by the laws of the origin, destination countries and any country(s) asserting jurisdiction over the goods.
- 9.5 TL Air Express will not assume any liability to shipper or to any other person for your acts of non-compliance with export control laws, sanctions, restrictive measures and embargoes.
- 9.6 The shipper agrees to send us the following identification: Passport Copy or National ID and Complete information that is required in the consignment note

10. Payment

The rates for carriage and other service are set out in the T L Air Express Rates Guide are paid before shipment. For other special payment arrangements 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 T L Air Express. Unless proved otherwise, an invoice shall be considered for this purpose to have been received three business days following the date of invoice. Shipper shall pay on demand all shipping or other charges not paid when due by receiver, in the case of receiver biller, or by the third party, in the case of third party billing. If T L Air is required to pay any taxes, duties or levies on behalf of the shipper, receiver or some other party, and T L Air is unable to recover such amount on request from the relevant person, that amount will be payable by the shipper on demand. Any sum payable to T L Air which is overdue will bear interest at the rate specified on the invoice from the due date to the date T L Air receives payment whether before or after judgment.

11. Interruption of Service

If T L Air Express is unable to start or continue with carriage of the shipper's package for a reason beyond its control, the shipper will not be able to claim that T L Air is in breach of its agreement with the shipper but T L Air will take all necessary steps that are reasonably practicable in the circumstances to commence or continue the carriage.

T L Air shall not be liable for, any interruption of service due to causes beyond its 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 with actual or apparent authority; acts or omissions of customs or similar authorities; the application of security regulations imposed by the government, acts of terrorism, or otherwise applicable to the delivery location, riots, strikes, or other labor disputes, civil unrest; disruptions or failure of communication and information systems (including, but not limited to T L Air's communication and information systems); disruptions in air or ground transportation networks, such as weather phenomena; and natural disasters.

12. Billing Options

The amount billed includes, but is not limited to, shipping charges, duties and taxes, if applicable. Unless otherwise restricted in the origin or destination country, T L Air Express provides the following selection of paper options:

- 12.1 Bill Shipping Charges to:
 - a. Shipper – The shipper pays all shipping charges.
 - b. Receiver – The receiver pays all shipping charges.

- c. Third party – The designated third party pays all shipping charges. This option is subject to the third party having a T L Air Express account.

12.2 Bill Duties and Taxes to:

- a. Shipper – The shipper pays all duties and taxes.
- b. Receiver – The receiver pays all duties and taxes.
- c. Third party – The designated third party pays all duties and taxes. This option is subject to the third party having a T L Air Express account.

Shipper guarantees payment of all charges payable to T L Air Express by receiver or third party designated in the waybill. For all shipments, where the shipper is not paying the shipping charges, the shipper must notify the bill payer prior to shipping, and that option must be indicated on T L Air Express Waybill in the space provided. T L Air reserves the right in its sole discretion to request advance payment of shipping charges for any package sent to or from any international destination or origin. A Duty and Tax Forwarding Surcharge will be applied for instances where the duties and taxes are paid outside of the destination country.

13. Shipper's Liability

The Shipper warrants, represents and guarantee to us that:

- 13.1 The contents of the shipment (including but not limited to weight and number of items) have been properly described on our consignment note, have been correctly labelled and the label or labels have been securely fixed by you in a prominent position on the outer surface of the shipment that can be clearly seen by us;
- 13.2 The consignee's full address including postcode and contact details have been fully, accurately and legibly entered on our consignment note and on an address label securely fixed by you to a prominent position on the outer surface of the shipment that can be clearly seen by us;
- 13.3 The contents of the shipment have been prepared and packed safely and carefully by you to protect against the ordinary risks of transport, or the performance by us of other services, including any associated sortation and/or handling process;
- 13.4 You have declared the correct weight of the shipment and you will provide any special equipment we may need to load or unload the shipment on or off our vehicles;
- 13.5 You have securely fixed a heavy weight label in a prominent position on the outer surface of the shipment that can clearly be seen by us for any item weighing 30 kilos or more;
- 13.6 The contents of the shipment are not restricted by IATA, ICAO, IMDG or ADR and are not prohibited items, and neither you nor the consignee is a person or organization with whom we or you may not legally trade under any applicable laws or regulation.
- 13.7 When you have asked us to charge the receiver or a third party and the receiver or third party does not pay us you will promptly settle our invoice together with an administration fee in full within 7 days of us sending you the invoice;
- 13.8 All applicable laws and regulations have been complied with;
- 13.9 You have included with the shipment the correct commercial invoice related to the shipment (mentioning correct "bill to" address with applicable VAT number, correct and clear description of the commodity, and the first 6 digits of the Harmonised System ("HS") code);
- 13.10 That you have taken all reasonable precautions to comply with all conventions, directives and legislation relating to the protection of personal data including if practicable encryption of the personal data to ensure the safety of the personal data in the event of loss or misdelivery of a shipment;
- 13.11 The value of any shipment does not exceed \$2,500.

You agree to indemnify us and hold us harmless from any liabilities we may suffer or any costs, damages or expenses, including legal costs, we incur either to you or to anyone else arising out of you being in breach of any of these warranties, representations and guarantees, even if we inadvertently accept a shipment

14. Our Liability

We limit our liability for any loss, damage or delay of your shipment or any part of it arising from carriage as follows:

- 14.1. If the carriage of your shipment is solely or partly by air and involves an ultimate destination or a stop in a country other than the country of departure the Warsaw Convention (1929), or the Warsaw Convention as amended by The Hague Protocol (1955) and/or Montreal Protocol No. 4 (1975), or the Montreal Convention (1999), whichever is compulsorily applicable, will apply. These international treaties govern and limit our liability for loss, damage or delay to your shipment to 19 special drawing rights per kilo.
- 14.2. If we carry your shipment by road within, to or from a country that is a party to the convention on the contract for the international carriage of goods by road 1956 (CMR) our liability for loss or damage to your shipment shall be governed by the CMR and thus limited to 8.33 special drawing rights per kilo. In the case of delay where you can show to us you have suffered loss our liability is limited to refunding to you the charge you paid us for carriage in respect of that shipment or the part which was delayed.
- 14.3. If none of Clauses 14.1.1 - 14.1.2 above apply and we have a liability to you for whatever reason for transportation services performed by us, including without limitation breach of contract, negligence, willful act or default, our liability to you for loss, damage, misdelivery or non-delivery of your shipment or the part affected is at all times limited to the lower of the market value of the shipment at the time of carriage or the cost of repairing the shipment or the part affected with in each case an upper limit that does not exceed £15 per kilo limited to a maximum of £15,000 per shipment. In the case of delay where you can show to us you have suffered loss our liability is limited to refunding to you the charge you paid us for carriage in respect of that shipment or the part which was delayed.

15. Exclusions of Liability

We will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity even if we had knowledge that such damages or loss might arise or for any indirect, incidental, special or consequential damages or loss howsoever arising including without limitation breach of contract, negligence, willful act or default.

We are not liable if we do not fulfil any obligations towards you at all as a result of:

- 15.1 Circumstances beyond our control such as (but not limited to):
 - 15.1.1. Acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;
 - 15.1.2. Force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions;
 - 15.1.3. National or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery;
 - 15.1.4. Latent defects or inherent vice in the contents of the shipment;
 - 15.1.5. criminal acts of third parties such as theft and arson.
- 15.2 Your acts or omissions or those of third parties such as:
 - 15.2.1 you being in breach of (or any other party claiming an interest in the shipment causing you to breach) your obligations under these terms and conditions and in particular those warranties set out in Clause 12;

- 15.2.2 an act or omission of any customs, security, airline, airport or government official.
- 15.2.3 The contents of the shipment consisting of any article that is a prohibited item even though we may have accepted the shipment by mistake.
- 15.2.4 Our refusal to make any illegal payments on your behalf.
- 15.2.5 We are not a common carrier and do not accept any liabilities of a common carrier.

16. Delivery

T L Air Express may deliver a shipment to the receiver or to any other person appearing to have authority to accept delivery of the shipment on the receiver's behalf (such as persons at the same premises as the receiver or neighbors of the receiver). T L Air may use an electronic device to obtain proof of delivery and the shipper agrees that it will not object to T L Air relying on a printed copy of this as evidence merely on the grounds that the information concerned is obtained and stored in electronic form.

TL AIR EXPRESS may notify Receiver of an upcoming delivery or a missed delivery. Receiver may be offered alternative delivery options such as delivery on another day, no signature required, redirection or collection at a TL AIR EXPRESS Service Point.

Shipments to addresses with a central receiving area will be delivered to that area.

Where we are unable to complete the delivery of a shipment for whatever reason we will try to leave a notice at the receiver's address stating that delivery has been attempted and the whereabouts of the shipment. If delivery has not been made after a second attempt, or the receiver refuses to accept delivery, we will try to contact the shipper and agree the appropriate next action. Shipper agree to pay us any costs we incur in forwarding, disposing of or returning the shipment and our charges (if any) for making a third or more delivery attempt and for the agreed appropriate next action. If we do not receive your or receiver's instructions within a reasonable period after our second attempt to deliver the shipment, then you agree that we may destroy or sell the content of the shipment without any further liability to you.

17. Special Delivery Instructions

- 17.1. You or the receiver of a shipment may give special instructions to us (by means of a TL AIR website or any other medium) to deliver the shipment to another location/person (being for example a neighbor and/or neighboring address) or the receiver may indicate its wish to collect the shipment from a location approved by us. Where you request and we agree to enable this special delivery instructions service, the following provisions shall apply:
 - 17.2. Our furnishing of any delivery receipt upon which is listed the alternative person and/or delivery location shall constitute proof of delivery of the shipment;
 - 17.3. We shall not be liable for any loss or damage in any way as a result of our performance of special delivery instructions;
 - 17.4. You shall indemnify us and hold us harmless from and against all claims, costs, liability and expenses (including reasonable lawyer's fees and expenses) arising by reason of loss or damage to any shipments as a result of providing this special delivery instructions service. We also reserve the right to charge you an administration fee for providing this special delivery instructions service.
 - 17.5. Where appropriate we may deliver the shipment to an address close to the delivery address if the receiver of the shipment is not available, at your risk.

18. Data Protection

The shipper agrees that T L Air and other companies in the T L Air Express Asian network, including companies in countries which may not have the same level of data protection as the country where the shipment is presented to T L Air Express for carriage, may use any data provided by the shipper to T L Air for the purposes of set forth herein, (hereby incorporated by reference into these terms). The shipper has certain rights under the law to have access to, rectify, and object to the use for direct marketing of, or delete personal data held by T L Air Express.

19. Claims Procedure

All claims must be filed in writing to T L Air as soon as reasonably practicable and in any event within two (2) weeks of delivery. In addition, T L Air 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 two (2) weeks after delivery of the goods concerned or, in the case of non-delivery, within two (2) weeks 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.

20. Entire Agreement

All shipments are subject to this terms and conditions contained in the T L Air Express website (www.tlairespress.com), together with the complete and exclusive agreement of the parties, except as modified by any existing or future written agreement between the parties, and may not be contradicted or modified by any oral agreement.

21. Severability

If any part of these terms is not enforceable, this will not affect the enforceability of any other part.

22. Governing Law

These terms and conditions or any contract concluded which incorporates these terms shall in all respects be governed by the laws Cambodia where the shipment is presented to T L Air Express for carriage.

Terms and Conditions Agreed and Accepted by:

Name & Signature of Party B (Customer) | Date