

IMPORT EXPRESS TERMS AND CONDITIONS

Shippers or Consignee shall open an account (Account ID or Shipping ID) with TL EXPRESS to start using our services. Using our Services means that you have read and agreed with all the below mentioned Terms and Conditions.

Any individual who has knowledge of and makes use of your account number (whether or not such information or use is allowed by you) is deemed to have entered into a contract with TL Express on your behalf and as your agent.

Important Notice:

- Customer may use Track and Trace by installing the TL Express Mobile Application (IOS & Android) in order to perform self-checking on all shipments sent via TL Express. TL Express reserves the right to update its mobile application at any time.
- Prior to using TL Express's services, the customer must read and review the service terms and conditions on either the Mobile Application or the Official Website to ensure a full understanding of the terms and conditions.
- There are risks associated of using All-In service of Import shipment from China to Cambodia, by nominate TL Express to bring all shipments with consolidations within a container loading, such as: Customs inspection causes to damage/loss of shipments, delaying of longer transit time, outer conditions of packaging changed or damaged, additional penalties (refer to Article 3.3 & Article 6), cause of shipment return back to origin country, any confiscated of Prohibited, Restricted, Non-declared, Mis-declared items, etc.
- Customer shall agree to re-measure or re-dimension of all items by following TL actual measurement in Guangzhou warehouse while cargo first reaching the warehouse during accepting.
- Risk of damage, scratch, or partial loss of cargo during shipping or delivery due to softening or weakening of packaging, poorly prepared packaging, or non-standard packing is not the responsibility of TL Express and will not be compensated. Cargo must be well-packaged and ready to be sent to TL's warehouse; if not, additional packing fees will be imposed to prevent any incidents from occurring during delivery and shipping.

NOTE: PAYMENT TERM IS "PRE-PAID". CARGO WILL ONLY BE SHIPPED AFTER PAYMENT IS RECEIVED.

1. INSURANCE

- a. Insurance is from 5% to 10% of declared value (minimum charge is 8\$: Compensate condition, for cargo Value from 1\$ to 500\$)
- b. Compensation will be 3 times of the delivery fee of actual weight, or maximum 75\$ per consignment/ Consolidation

Table 1. Insurance & Compensation

INSURANCE	SERVICE	COMMODITY	VALUE	CONDITIONS
5% Mini 8\$	Air	E-commerce cargo/Personal Effects	1-500\$	Pay Full amount of Declared Value
10% Mini 15\$	Air	General Cargo (Duty Cargo)	500\$-1000\$	Pay Full amount of Declared Value
0%	Air	Restricted Cargo	If cargo over 500\$	Compensation shall be 3 times of the delivery fee of actual weight, or maximum 75\$/consignment/consolidation
0%	Land	All types of cargo		Compensation shall be 3 times of the delivery fee of actual weight, or a maximum of 75\$/consignment/consolidation

***INSURANCE IS FOR AIR SHIPMENT ONLY.**

Table 2. Conditions of Compensation

EXTERIOR	INTERIOR	COMPENSATION	CONDITIONS
Damage	No damage/Losses	No	Non
No damage	Damage	No	Non
Damage	Damage	Yes	Refer to Table 1
Usual	Loss some part	No	Non
Unusual	Loss some part	No	Non
Unusual	Loss	Yes	Pay 3 times of the delivery fee (a maximum of 75 \$)

2. RESTRICTED CARGO

Restricted Cargos are goods which are over 500\$. Specifically, these goods are precious metals, negotiable instruments, unprotected furniture, glass, important documents, non-reprint able documents, or other commodities.

Cargos over 500\$ declared value shall be at customer's risk and shall not be under any insurance, the same as all of the above-mentioned "Restricted Cargos". Such kinds of Cargos should not be sent through our network delivery system, especially if it involves the use of mechanical handling and automated sorting equipment and 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.

3. LIABILITIES

3.1. Customer liabilities:

Customers (refers to both shipper and consignee) are responsible for all risks associated with selecting the service type when nominating or assigning a shipment for shipping with TL Express.

Customer shall not apply for any claims if customer fail to process procedures as following Terms & Conditions:

- a. Failure to read and understand the Terms & Conditions before using the service, which leads to complains and false claims on compensations and/or refund of shipping fee.
- b. Goods delayed due to Customer's requests to change address or information of goods.
- c. Lack of information provided by customer which leads to delay, confusion, missing or loss of cargo.
- d. Customer fail to do their booking to acquire tracking number that leads to delay.
- e. Did not remark ID account no. or name on the parcel that leads to delay, missing or loss of cargo.
- f. Customer shall register user account on TL Express Booking system via website/application and use it to process booking for shipment.
- g. It is the responsibility of the customer to ensure that the proper packaging is used and that contents are adequately and securely packed, wrapped and cushioned for transportation.
- h. It is the responsibility of the customer in case there is any breakage,

damage or cracks of fragile cargoes such as glass, liquid, accessories, musical instruments, spare parts, etc.

- i. The shipments must be picked up by the customer from the shipper or supplier, which incurs an additional fee and broadens the transit time.
- j. The shipments required the processing of an Export declaration document (tax refunds paperwork). In addition, the additional fee is the responsibility of the shipper or receiver.

3.2. T L AIR liabilities:

- a. Goods delay due to T L Express mistake if over seven (7) days for air, and sixty (60) days for land.
- b. TL Express is not liable if it and its servants and agents have taken all reasonable precautions to prevent the damage, delay or if it was impossible or against to industry practice for it or them to take such measures

3.3. Exclusions of Liability

We are not liable if we do not fulfil any obligations towards you at all as a result of circumstances beyond our control such as (but not limited to)

- a. Force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions
- b. Any loss incurred in returning, returning to or in use of the goods, as well as old, used equipment, second-hand goods, does not participate in the claim.
- c. Cold Stuff Food or material expiration date before or after shipping, does not participate in the claim.
- d. There is no compensation for Restricted cargoes.
- e. The disappearance of data in tapes, documents or other storage media, the disappearance of images in the exposure film, or the elimination of the soundtrack does not participate in the claim;
- f. Any loss caused by the natural nature of the goods, does not participate in the claim
- g. Due to customs clearance or system from both origin and destination, flight delays or cancellations, delayed payment by customers, delays in express delivery, errors in recipient information, cause of damage both interior and exterior from loading and unloading due to customs inspection, etc., the nature of the goods changes, the warranty period expires, the warranty period expires, and the claim is not involved.
- h. The damage caused by the sender or the recipient due to the weakness of the packaging, and does not participate in the claim.
- i. The parcel returned due to customer or customs reasons, lost or

- damaged during the return process, and does not participate in the claim;
- j. Merchants are missing, sending, or delivering goods to our company. The goods already have poor quality or short quantity, and do not participate in the claim;
 - k. The goods that are not in the warehouse of our company, or without warehouse stamp when receiving, are not involved in any claims.
 - l. Due to customer reasons, the delivery of the goods is unsuccessful, or the responsibility for the second delivery and the related expenses are borne by the customer. After contacting the customer through multiple emails or telephones or after one month period of waiting for customer to declaring as goods owner, if you do not have a reply, it will be deemed that the customer will automatically give up the bag, and the company will handle the bag by itself;
 - m. Due to illegal embargoed articles, especially firearms, ammunition, weaponry and parts and components, the company will terminate the customer's order transaction, ban the customer's account, and have the right to destroy it; Ways to investigate the corresponding legal responsibilities of customers.
 - n. If the outer packaging box is deformed, damaged or cracked, but does not affect the internal products, etc., whether it is selected for reinforcement or not, it shall not participate in the damage claim;
 - o. In the case of the intact outer packaging, the federal transshipment does not accept claims for total loss or partial damage under any form;
 - p. Claims that exceed the acceptance time limit (the goods have already received the trajectory, the application will not be accepted after 7 natural days from the date of receipt; the goods have already been transferred to the overseas transshipment warehouse, and there is no signing trajectory. After 90 natural days from the date of warehousing, no claims will be accepted);
 - q. Claims for incomplete claim materials will be returned or rejected.

4. CARGO ACCEPTANCE CONDITIONS BY TL EXPRESS:

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.

TL Air Express does not offer carriage of package which do not comply with the restrictions below:

4.1. T L EXPRESS Warehouse working hours:

CARGO RECEIVING HOURS: MON-SUN, 08:30 A.M. TO 06:00 P.M.

OFFICE WORKING HOURS: **MON-FRI 08:30 A.M. to 05:00 P.M.**

(Customer Service & Accounting)

MON-SUN 08:30 to 09:00P.M.

(Operation & Delivery)

- 4.2. Cargo cut off time is at 02:00 p.m. All goods for export will be uploaded before 02:00 P.M local time. Cargos received after 02:00 p.m. will be dispatched in the next day.
- 4.3. Cargo acceptance per item is not exceeding \$50.00 of declared-value and dimension not exceeding 60cm x 90cm x 50cm or 50KG for express cargo (air import)
- 4.4. For land and sea freight, the formula for calculating the cubic meter of shipments is $\text{Height (cm)} \times \text{Width (cm)} \times \text{Length (cm)} / 1,000,000 = \text{CBM}$.
- 4.5. Oversized goods cannot exceed two meters in length, width, and height for both land and sea shipping. This category of goods will incur an extra shipping fee.
- 4.6. For one cubic meter (CBM), customers can store 500 kilos of shipments. The measurement is more than 500 kilos, the company will divide it by 500 kilos to get the cubic meter measurement.
- 4.7. The charges are based on the gross or dimensional (volumetric) weight of the shipment, whichever is greater.
 - Calculation formula of volume weight: $L \times W \times H \text{ (cm)} / 5000$ for air import express.
- 4.8. TL Express will not accept "Prohibited Cargos" such as items that contain battery, liquid and magnetic for air import express services. Please check more on detailed list of "Prohibited Cargos" from our website: www.tlairexpress.com.
- 4.9. Goods that will be automatically transferred to Land Import Consolidation are: battery, any form of liquid, any form of powder & magnet including mechanical equipment.
- 4.10. Cargo will be rejected if it is not in normal condition when arriving at TL Guangzhou's warehouse.
- 4.11. Delivery fee of goods received in China shall be fully paid by the supplier or the shipper. It is not 'TL Express' responsibilities to make any payment on behalf of the customer. In case, TL Express is requested to make payment on behalf, an additional charge will be applied with minimum \$1 service fee shall be imposed.
- 4.12. All non-document/parcel items shall be declared correctly. TL Express will not be responsible for any delay of shipment for any mis-declared package, most especially if it results to items getting confiscated, rejected,

returned, delayed or shipped by land automatically without informing the Shipper/Consignee.

INSPECTION

TL Express 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.

5. CUSTOMS CLEARANCE

TL 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 Express believes in its reasonable opinion to be authorized.
- d. Air Import: For cargo value over 50\$ or weight over 50kg will be considered as general cargo rather than express courier item, which cost is classified in import declaration as duty cargo (General cargo). Import clearance service charge of general cargo shall be charged 270\$ (excluded duty tax & additional 20% of the personal importer's duty tax shall be imposed.

Where applicable, the shipper shall 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.

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 tax or other fees. 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.

6. ADDITIONAL HANDLING CHARGE

TL Express shall not be responsible for any fees arising from Shipper/consignee's wrong declaration of information pertaining to the cargo's value, description, weight and quantity, or any other issues that may come from shipper/consignee's non-compliance to providing complete information on the goods.

- a. Special packaging is charged according to the packaging required for the item.
- b. Special handling
- c. Penalty due to mis declared commodity or value
- d. Customs Clearance

With reference to paragraph 4.3, cargo acceptance per item is not exceeding \$50 of declared-value and dimension not exceeding 60cm X 90cm X 50cm of measurement or 50kg.

- e. For cargo value over 50\$ or weight over 50kg will be considered as general cargo, which cost is classified in import declaration as duty cargo. Import clearance of general cargo shall be charged \$270 (exclude VAT), plus import duty tax percentage of the commodity based on Custom Import Tariff. If consignee imports under personal effect/commodity, additional 20% of the duty tax shall be imposed.

TL Express will not take any responsibilities if supplier send wrong products, damage or expired products to our warehouse.

7. CARGO ACCEPTANCE CONDITIONS BY CONSIGNEE

- 7.1. Weight discipline: Receiver shall check and confirm when receiving the goods or before signing on the POD. Customer shall agree and pay the weight or dimension of the cargo measured by TL Express using Company's calibrated tools. Other measurements acquired using other measuring tools will not comply in our company.

- 7.2. Goods condition: Receiver shall check and confirm when receiving the goods or before sign on the POD.
- 7.3. Any issues or problems about the goods conditions will not be accepted after 12 hours of receipt of the goods by the customer.

8. CLAIMS PROCEDURE

- 8.1. All claims shall be filed in written to TL Express as soon as reasonably practicable and in any event within a week or 6 working days of delivery. In addition, TL Express shall have no liability with any shipment unless legal proceedings are brought and written notice of them is given to it within a week or 6 working days after delivery of the concerned goods or, in the case of non-delivery, a week or 6 working days 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
- 8.2. Report problem immediately to our customer service team or input data into Customer Account (By our Mobile APP).
- 8.3. Provide goods information: photos of exterior and interior, Air Way Bill (AWB) No. commodity name, weight and quantity.
- 8.4. Provide original receipt or invoice of the goods.
- 8.5. Claims and compensations shall follow Table 2. Conditions of Compensation as mentioned above.
- 8.6. Payment of claims shall be processed and approved within 15 working days.
- 8.7. Payment shall be paid either by transfer through Asia Advanced Bank (ABA) account or cash payment at TL Express's head office.

9. DELIVERY PERIOD

- 9.1. Estimated 3 to 4 days transit by Air-express, if cargo arrives Guangzhou (GZ) warehouse before cut off time at 11:59 a.m., or estimated from 9 to 15 days transit by Land-express.

10. PAYMENT METHOD

Bank transfer: Payer and payee account should be ABA account only. Note: Payment shall be made four (4) hours before delivery.
Cash collection (COD): exchange rate is 4100 Riels = 1\$ USD.

Weekly/Monthly Credit Term requires official registered company documents.

- a. Company registration patent
- b. VAT number
- c. Owner passport/National ID
- d. Office address and contact person and phone
- e. Fill-up Application form

11. Standard of Measurement

11.1. Import by Land & Sea Shipping

- a. The calculation mechanism charges the greater of either the "Chargeable Weight" or "Chargeable (Cubic Meter (CBM))".
- b. Chargeable weight applied for shipment <0.03 CBM. Min. charge for single Pieces (pcs) is 1kg.
- c. Chargeable CBM applied for shipment >0.03 CBM. Using the formula of Length x Width x Height (m) = Cubic Metter (CBM)
- d. Consolidation is up to 10 pcs per pouch, minimum charge per pcs 0.1kg. Consolidation applicable for only same container load and arrival in China.
- e. Chargeable weight or CBM will based on actual re-weight on China's Hub. We will NOT follow customer suggestion measurement or supplier's dimensions.
- f. 1 CBM, customer could load up to 500kg. If weight per CBM is over than 500kg (offered weight), the calculation of chartable CBM will using actual weight/500kg = actual CBM.
- g. For import consolidation by sea freight, the minimum charges 0.2 CBM will be applied.

a. Import by Air-Express

- h. "TL Express" complies with International Air Transport Association (IATA) regulations and charges the greater of either the Volumetric or Actual weight. Use the following formula to determine Volumetric Weight: Length x Width x Height (cm3) / 5000 = Volumetric Weight (kg).
- i. Consolidation is up to 10 pcs per pouch, minimum charge per pcs 0.1kg. Consolidation applicable for only same date of arrival in China.
- j. Parcel minimum charge is 0.5kg, Service is Consolidation service. Round-up every 0.5kg for each consoled bill. Ex: 1.2kg = 1.5kg; 1.8kg=2kg; 2.2kg=2.5kg

12. Cargos Prohibited from Being Loaded into Containers from China

The policy with an aim of prohibiting merchants from loading certain kinds of goods into

containers for export from China:

- a. Infringing goods (If you buy from Zhenggui channels, please contact the brand owner for authorization in advance before loading)
- b. Imitation brand goods are prohibited from loading
- c. Goods involving export licenses (Pesticides, mosquito coils, automobiles, motorcycles, chemicals, etc.)
- d. Goods involving export duties (Steel bars, precious metals, fertilizers, etc.)
- e. Dangerous chemical products (If the outer packaging has a danger mark, it can be regarded as a hazardous chemical, and the dangerous goods management. Catalog is attached for reference)
- f. All epidemic prevention materials related to the epidemic (To be complied with export management, complete procedures can be exported by consulting with customs officer in advance)
- g. Goods involved in inspection (Food, wine, shampoo, shower gel, cosmetics, wood products, in addition to food products, and other skin care products, our company is compulsory to do commodity inspection, and the customer is responsible for the cost)
- h. E-commerce express package (Cannot be loaded with general cargo)
- i. All other conditions mentioned in Articles of country constitutional laws
- j. Neutral packaging of chemical raw materials, the attributes of the goods cannot be determined, and loading is prohibited.
- k. In case the customs department takes any customer's sensitive cargo (liquid or wood) to inspect, customer has to cover the cost of inspection, which is 2000 yuan per piece.

I/we, the undersigned, have read and agreed with the above terms and conditions.

Signature & Stamp

Name:

Position:

Date: