



## CHINA EXPRESS TERMS AND CONDITIONS

Shippers or Consignee shall open an account with TL AIR EXPRESS to start using our services. **Using our Services means that you have read and agreed with all the below mentioned Terms and Conditions. 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)	1-1000\$	Pay Full amount of Declared Value
0%	Air	Restricted Cargo	If cargo over 1000\$	Compensation shall be 3 times of the delivery fee of actual weight, or maximum 75\$/consignment/consolidation
0%	Land	All cargo types		Compensation shall be 3 times of the delivery fee of actual weight, or maximum 75\$/consignment/consolidation

\*INSURANCE IS FOR AIR SHIPMENT ONLY.

Table 2. Conditions of Compensation

EXTERIOR	INTERIOR	COMPENSATION	CONDITIONS
Damage	No damage/Loss	No	Non
No damage	Damage	No	Non
Damage	Damage	Yes	Refer to Table 1
Usual	Loss some part	No	Non
Unusual	Loss some part	Yes	Will purchase the loss-part and free shipping or pay max 3 times of delivery fee with via the delivery fee
Unusual	Loss	Yes	Will purchase the loss-part and free shipping or pay max 3 times of delivery fee with via the delivery fee

### 2. RESTRICTED CARGO

Restricted Cargos are goods which are over 1000\$. Specifically, these goods are stones/gems/diamond, precious metals, jewelry, cash/check, negotiable instruments, unprotected furniture, glass, important documents, non-reprintable documents & passports or other commodities.

- 2.1 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 most 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:

Customer shall not apply for any claims if customer did not read and understand the Terms & conditions:

- a) Goods delayed due to Customer's requests to change address or information of goods.
- b) Lack of information provided by customer which lead to delay, confusion, missing or loss of cargo.
- c) Customer fail to do their booking to acquire tracking number that leads to delay.
- d) Did not remark ID account no. or name on the parcel that lead to delay.
- e) 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.
- f) Customer shall register user account on TL AIR 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.

#### 3.2. TL AIR liabilities:

- a) Goods delay due to TL AIR mistake if over 1 week for air, or 1 month for land

#### 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.
- d) There is no compensation for Restricted cargos.
- 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, 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, 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, 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 are not involved in the claim;
- 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, if you do not get 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 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.

#### **4. CARGO ACCEPTANCE CONDITIONS BY TL AIR 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 does not offer carriage of package which do not comply with the restrictions below:**

##### **4.1. TL AIR EXPRESS (GUANGZHOU) Warehouse working hours:**

CARGO RECEIVING HOURS : MON-SUN, 8AM TO 6PM

OFFICE WORKING HOURS : MON-Sat 8:00 to 5:30pm (Customer service & Accounting)

MON-Sat 8:00 to 7:00pm (Operation & Delivery)

- 4.2. Cargo cut off time is at 2pm. All goods for export will be uploaded before 2PM local time. Cargos received after 2pm will be dispatched 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.
- 4.4. TL Air Express will only accept cargos with complete details as below:
  - (a) Receiver name (we require Passport copy or Cambodian Local ID copy).
  - (b) Receiver contact
  - (c) Tracking number of parcel
  - (d) Description of goods
  - (e) Weight/Dimension
  - (f) Quantity of piece
  - (g) Declared value
- 4.5. The charges are based on the gross or dimensional (volumetric) weight of the shipment, whichever is greater. Calculation formula of volume weight:  $(L \times W \times H) / 5000$ .
- 4.6. TL Air Express will not accept "Prohibited Cargos" such as items that contains battery, liquid and magnetic. Please check more on detailed list of "Prohibited Cargos" from our website: [www.tlairexpress.com](http://www.tlairexpress.com).
- 4.7. Goods that will be automatically transferred to Land-Express are: battery, any form of liquid, any form of

powder, and mechanical equipment which takes 8-10 days to arrive.

- 4.8. Item is not in normal condition when received in Guangzhou's warehouse.
- 4.9. Delivery fee of goods received in China shall be fully paid by the supplier or the shipper. It is not TL AIR Express' responsibilities to make any payment on behalf of the customer. In case, TL AIR Express is requested to make payment on behalf, an additional minimum \$1 service fee shall be imposed.
- Service is pre-paid. When the customer signs the parcel, customer shall pay the shipping fee first to ship the goods. After the parcel has been shipped, and the customer disagrees with the weight of the shipment, the customer shall contact TL AIR Express customer service to apply for claim settlement. The shipping difference will be refunded accordingly. However, customer can only apply for the claim if the weight difference is over 1 kg or 0.1 cubic meter. Slight difference due to different weighing instruments shall not be considered as weight discipline due to different standard of measurements or calibration.
- 4.10. All non-document/parcel items shall be declared correctly. TL Air Express will not be responsible for any delay of shipment for any misdeclared 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 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.

### **5. 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 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 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.

## **6. ADDITIONAL HANDLING CHARGE**

TL Air 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 misdeclared commodity or value
- d) Customs Clearance

With reference to paragraph 4.3, cargo acceptance per item is not exceeding \$50.00 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 % of the commodity based on Custom Import Tariff. If consignee imports under personal effect/commodity, additional 20% of the duty tax shall be imposed.
- f) TL AIR Express will not take any responsibilities if supplier send wrong products, damage or expired products to our warehouse, or TL AIR will not process a free return for the wrong parcel that was sent by Supplier or Buyer.

## **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 AIR 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 writing to TL Air as soon as reasonably practicable and in any event within a week or 6 working days of delivery. In addition, TL 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 a week or 6 working days after delivery of the goods concerned 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 customer service or input data into Customer Account (APP).
- 8.3. Provide goods information: photos of exterior and interior, AWB No. commodity name and 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 thru ABA account or cash payment at TL AIR's head office.

## **9. DELIVERY PERIOD**

- 9.1. 2-3days transit by Air-express, if cargo arrive GZ warehouse before cut off time at 12pm, or
- 9.2. 8 to10-day transit by Land-express.

## **10. PAYMENT METHOD**

Bank transfer: Payer and payee account should be ABA account only.  
Note: Payment shall be made 4 hours before deliver.

Cash collection (COD): Cash 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. I/we, the undersigned, have read and agree with the above terms and conditions.**

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Company Name:

Representative:

Title:

Date: