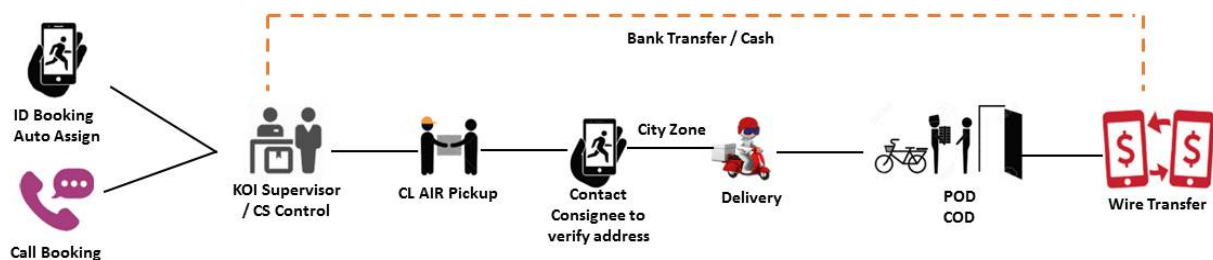




GENERAL TERMS AND CONDITIONS OF DOMESTIC SERVICE BY T L AIR EXPRESS SERVICE (CAMBODIA)

The following conditions determines the manner of receiving, carriage, moving and delivery of postal packages and parcels of goods, liabilities on the performance of services, insurance coverage policy and the procedure for handling complaints.



1. DEFINITIONS:

- a) "T L AIR Services Provided": Means "T L AIR EXPRESS COURIER INTERNATIONAL & NATIONAL SERVICES" provides fast courier services by same day delivery service through our network of offices in Asia with registered express license.
- b) "Services Provided": T L AIR provides services consisting courier delivery, pick up and moving from sender to receiver by the declared, guaranteed or expected date with accelerated delivery in 3-4 hours with priority attention under VIP account.
- c) "Domestic Service": Including "National Domestic Delivery" & "Countrywide Delivery" of door to door, door to station, station to door, and station to station services. Sending and receiving of postal package by consignee takes place with the territorial limits of the City (Phnom Penh).
- d) "Consignment Note": Means evidence of the contract to perform services, agreeing to apply the General Terms and Conditions and confirming the compliance of declared data with the facts.
- e) "Expected Date": Means the approximate date of delivery specified for Services which is same or next day delivery.
- f) "Shipment/Cargo: Means one or more parcels (items) consigned to carriage (moving) under one consignment note.
- g) "Dimension": A measurable extent of an item or object, such as length, width, or thickness.
- h) "Duty Tax": Import duty tax payable by the Consignee

2. DESCRIPTION OF SERVICES:

GENERAL BUSINESS STRUCTURE OF B TO B, B TO C and C TO C.

- a) National Express Delivery within City : "Delivery throughout the City (Phnom Penh)"
- b) Countrywide Express Delivery : "Delivery across or throughout the Country (Cambodia)"

- c) Worldwide Express Delivery : “Delivery spread throughout the Countries over the world”
- d) Warehouse storage : “Storing goods with standard warehouse practices management”

3. DESCRIPTION OF SERVICE OPTIONS:

- a) Door to door : “From shipper point of pick up to consignee point of pickup”
- b) Door to Station : “Direct from the point of pickup to the Carrier office (TL Air Office)”
- c) Station to Door : “Direct from the Carrier office (TL Air Office) to the point of delivery”
- d) Station to Station : “Direct from the Carrier office (TL Air Office) to the Carrier office (TL Air Office)”
- e) Return shipment : “Shipment returned for any undelivered goods due to any reason”
- f) Cash on delivery : “Delivery of the Shipment to the recipient upon the collection of payment receivables for the goods delivered.
- g) Insurance : Insurance against damage or loss of the Shipment

4. RATES AND FEES:

- a) Phnom Penh Delivery within zone is USD 1.50/3kg.
- b) Out of Zone Delivery is plus USD 1.00 and will be billed to the shipper or consignee. In case that the shipping fee is prepaid then the additional fee will be settled by the shipper and must be settled after receiving the additional bill from TL Air Express through bank transfer via ABA bank.
- c) Return shipment will be charged plus 50% of the delivery fee.
 - i. If the consignee refused to accept the package and returned to the sender, delivery fee is USD 1.50 plus return to sender fee of USD 0.75, Total fee is USD 2.25.
- d) Re-delivery will be charged an additional delivery fee.
 - i. If the Consignee was not in the place of delivery and no one accepted the package, an additional delivery fee will be charged if the shipper decided to re-deliver and or if the shipper decided to return the shipment then the return shipment fee will be added.
- e) TL Air Express is Charging 1% in any Cash on Delivery (COD) transaction plus the delivery fee.

5. CORPORATE SHIPPER FEE:

- a) Phnom Penh Delivery within Zone is USD 1.50/3kg.
- b) Out of Zone Delivery is plus USD 1.00.
- c) Corporate Shipper must book through TL Air Express website or through TL Air Express App in IOS to acquire the discounted rate. Booking via Wechat, Line, Facebook or via Telephone will be given the public rate of USD 1.50/kg.
- d) If the consignee refused to accept the package and return to the sender, delivery fee is USD 1.50 plus return to sender fee of USD 0.75. Total fee is USD 2.25.
- e) Re-delivery will be charged an additional delivery fee.
 - i. If the Consignee was not in the place of the delivery and no one accepted the package then an additional delivery fee will be charged if the shipper decides to re-deliver and/or if the shipper decides to return the shipment, return shipment fee will be added.
- f) TL Air Express is Charging 1% on any Cash on Delivery (COD) transaction plus the delivery fee.

6. WORKING DATE & TIME:

a) 6 days a week (Monday - Saturday) except National New Year and Pchum Ben day
Time: 08:00 am -19:00

b) Pick-up and Delivery Schedule:

Morning Pick-up: 08:00-10:00	Delivery Time: 10:00 - 19:00

Remark: Any pick up later than 16:00 will be delivered the next day and if any case that due to inevitable situation that the courier can't pick up the package customer service representative will be informing the shipper for the pick-up delay.

7. CONDITIONS OF SHIPMENT ACCEPTANCE:

a) Booking procedure: Receipt of a Shipment will take place after a Telephone, Website, IOS App, Line, Wechat and or Email.

Note: T L AIR will not take responsibility of any unofficial bookings that did not go through the proper booking procedures. Only bookings made through T L Air Express Customer Service and online bookings through T L AIR's official website are accepted under T L AIR Service.

b) The sender is obliged to consign the shipment information and condition for its carriage and delivery without loss and damage. In particular, the contents of small package shall be protected and well packed by TL AIR packing materials provided. Customer must ensure the parcel is securely well-packed and prepared, shall be well- sealed when T L AIR packaging services and packing materials are not used.

c) Parcels are accepted for delivery in the same condition with which the declaration of commodity is stated in the consignment note. Complete information of Shipper and Consignee "MUST" be provided by the shipper.

Information required: Customer name, phone number, description of goods, declared value of goods and address of both side shipper and consignee.

d) Payment shall be made via Bank Transfer, collect and or prepaid.

e) If cost of the shipment is not paid upon acceptance of the package, shipment fee would be deducted to the COD payment collected.

f) Express shipments are accepted for delivery of any packaging, weighing no more than 50kg. As referred to "Domestic Tariff" in the article 10. Shipments exceeding 50 kg. will be considered a general cargo on a case by case basis unless otherwise agreed by T L Air.

g) An Express shipment value does not exceed USD 500. A shipment value exceeding USD 500 is considered as a special/restricted cargo.

h) Express shipments must not contain prohibited and restricted cargo, referred to in Article 11.

i) For customers using any of TL Air Express services, it means that the Terms & Conditions of TL Air Express is accepted and agreed.

j) Right to Inspection:

i. T L Air reserves the right to open and inspect any packages tendered for its transportation, at any time, unless prohibited by applicable local law.

ii. Cargo can be inspected if required without any notification to Sender/Consignee.

However, there will be no compensation whatsoever in case the commodity is found to be of required standard condition or appearance.

8. SHIPMENT DELAY, ON HOLD OR DISPOSAL:

- a) Failure to make payment in advance or owing any other outstanding liens will put the shipment on delayed status.
- b) If there is any incorrect or incomplete address or information, TL AIR may notify shipper of an upcoming delivery or a missed delivery. Consignee may be offered alternative delivery options such as delivery on another day, or collection at a TL AIR Service Point. Delivery schedule will be obtained by contacting T L Air's customer service center.
- c) If the Shipment is deemed to be unacceptable, or Receiver refuses to accept delivery, TL AIR shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost. TL AIR shall have full rights to destroy or pass it to relevant government office of any Shipment prohibited by law for TL AIR from returning to Shipper including any Shipment of Dangerous goods.
- d) T L AIR shall have the right to hold or to dispose of any shipment in the returning process of which costs incurred will not be settled.
- e) Late payment or failure to make either prepaid or collect term for any outstanding settlement owed to T L AIR. (refer to point 11).

9. LIABILITY FOR NON-PERFORMANCE OF SERVICE:

- a) T L AIR is liable to costumers for the loss, damage or a missed delivery of a shipment of Goods as well as the delay or failure in the performance of services, due to inefficiency.

Compensation is due in respect of:

- i. Shipment Loss or damage when caused by negligence or other default in the performance of duties in operating hours.
 - ii. Problem occurred during operating hours.
 - iii. Damaged commodity due to failure of TL AIR packaging.
- b) T L AIR is not liable if the loss, damage or delay in the carriage of the shipment of Goods results from causes attributable to the sender or the recipient, not caused by the fault of T L AIR. Particularly due to:
 - i. Insufficiency or defective packing of items exposing items to conditions that causes damage.
 - ii. Undetected and hidden damage due non-declaration of the actual commodity in waybill before shipping.
 - iii. Items that are prohibited under the regulations, TL AIR have the right to report to relevant government offices without notifying sender or third party. The shipment will be withdrawn automatically and handed over to relevant Authorities, free of encumbrances for TL Air.
 - iv. Any illegal shipments that is destroyed or taken by Force Majeure: Causes and/or conditions outside of a Party's reasonable control shall include, but not be limited to, acts of terrorism, strikes and other labor disputes, fire, explosions, floods, earthquakes, typhoons, epidemics, wars (whether declared or undeclared), government acts (including failure to act) (de jure or de facto), riots, revolutions, sabotage or severe weather conditions which the party claiming excuse could not have reasonably foreseen the effects of or made alternative arrangements for.
 - v. Sender or recipients providing wrong information, or incorrect address.
 - vi. Failure to make payment in advance or owing any other outstanding liens.
 - vii. T L Air does not accept any counterfeit currency in COD transactions.
 - viii. Sender fails to disclose the actual commodity as Fragile.
 - ix. Any booking made directly to courier or delivery man without notice to customer service center.

10. CLAIMS AND COMPENSATION:

- a.) Insurance cargo:
 - a.1) Insurance is 10% charge of declared value
 - a.2) Total amount of claims and compensation does not exceed US\$ 70.00
 - a.3) Claims below US \$70.00, it will be calculated based on actual declared value
 - a.4) Claims will be forfeited if done after more than 6 working days.
- b.) Non-Insurance cargo:
 - b.1) Compensation is not more than US\$ 10.00
 - b.2) Cargo valued below US\$ 10.00, will be compensated based on actual declared value.
 - b.3) Claims will not be honored after six (6) working days.
- c.) Compensation and claims requests could only be effective within 48 hours after shipment is delivered, which is due to faulty performance of TL AIR, refer to article 8 a).
- d.) Payment for compensation will be made after calculations have been submitted and approved.
- e.) T L Air will compensate 50% of the declared value of damaged or lost shipments caused by accidents during transportation.
- f.) TL AIR will not compensate any damage or loss due to Force Majeure.

11. COMPLAINTS:

- a) Complaints should contain the following information:
 - The date of the complaint;
 - Consignment note number;
 - Claimant's name and surname or business name and address) concerning the claimant;
 - Reason and justification of the complaint;
 - The amount of compensation in case of a claim for damages;
 - A list of the documents attached;
- b) Complaints should be made within a period of 5 working days after occurrence of the problem.

12. RATES OFFER:

- a) Transportation charge, extra charge for parcels shipment over 3 kg, are based on the gross or dimensional (volumetric) weight of the shipment, whichever is greater. Dimensional weight is based on the current International Air Transport Association (IATA) volumetric standard, which is subject to change without notice. A minimum charge as stated in the Rate Chart, refer to article 13, may apply for each shipment.
Calculation formula of volume weight:
$$\frac{L \times W \times H}{5000}$$
- b) Extra charge: additional costing which require from customer for re-packed, shipment delivery to over zone / time occur based on Rate chart, as well as return shipment which cause additional fee, and special take care for special/restricted cargo.
- c) For every return shipment need to be charged 50% of the total fee of delivery.
- d) The Price is excluded VAT and other tax.
- e) Late payment will be charge interest 0.5% per day.

13. TRANSFER COD BY INTERNET BANKING IS SERVED:

- a) COD is settled once every two days

- b) COD could be settled with bank transfer only
- c) COD can be implemented with the corporate banks, such as: ABA Bank, Canadia Bank Plc, Acleda Plc
- d) Bank transfer in local area is free of service charge
- e) Country wide transfer fee is subject to charge to seller

14. SETTLEMENT POLICY:

T L AIR is providing Express Domestic Service with “Prepaid, “Freight Collect”, and “COD offset” accounts:

- a) Prepaid: the shipper pays all shipping charges.
- b) Freight collect: the consignee pays all shipping charges. Or the shipper is liable for the outstanding payment in the event of non-payment by the consignee or a third party.
- c) COD Offset: for cash on delivery shipments, transport cost could be offset while amount is settled by T L AIR’s customer instead of pre-settlement.
- d) COD settlement term: COD will be transferred in the same day or next day for amount exceeding US\$ 300.00 or any amounts which will not be held for more than a week for all shipments. COD for Corporate Account customers, payment could be settled daily by online banking systems from banks such as ABA Bank, Canadia Bank, and ACLEDA Bank.
- e) For non-corporate Account for COD transfer, customers are required to pick-up payment in TL AIR Head office.
- f) Special COD: available for any specific date for VIP Customer’s instruction.
- g) Currency: USD and Khmer Riel (a fixed exchange rate of 4100R/USD).
- h) Counterfeit money: T L Air staff will take note or take a photo of the serial number of a \$100 bill to prevent counterfeit money circulation. Counterfeit money will be transferred or returned to customer once verified that the money was counterfeit within one to three working days.

15. CASH ON DELIVERY POLICY:

- a.) COD will be charged at 1% of declared value.
- b.) COD must be transferred from ABA bank account of TL AIR:
 - ABA Account Name : _____
 - ABA Account No. : _____
- c.) Any additional bank charges will not be borne by TL AIR.

16. PRIVACY POLICY:

T L Air is committed to ensure that customer information is private and secured. All personal data that we collect from clients will be kept in accordance with our Privacy Policy.

IN WITNESS of these matters this document has been executed as a deed and delivered on the date set out at its beginning.

 REPRESENTATIVE OF PARTY A
 TL AIR EXPRESS

 REPRESENTATIVE OF PARTY B