

DOMESTIC EXPRESS SERVICE RATE CHART

Domestic Delivery Service is speedy. It takes only half a day to deliver within all major commercial service areas.

Monthly Service Plan

Monthly-based charge service offers the customer inexpensive and reliable regular voluminous shipment collection and distribution program, saving time for you on delivering voluminous shipment.

Monthly Usage (order)	Monthly Service Fee	Average Charge per Order (up to 1kg)	Each Order Thereafter
10	\$210	\$21	\$22
30	\$570	\$19	\$20
50	\$900	\$18	\$18.5
100	\$1,600	\$16	\$16.5
200	\$2,900	\$14.5	\$15

For accumulated deliveries with quantities of 300 items or above in a month, you can enjoy special volume discount.

Courier Service Coupon

No matter how frequently you send out your packages, our Service Tickets satisfy your low volume and irregular demand. With affordable amount prepaid, you can enjoy our "Door-to-Door" courier service.

Inclusive Coupon Quantity	Basic Service Fee	Expiry date of the Coupon
50 orders	\$1,250	Valid for SIX Months
100 orders	\$2,000	Valid for ONE Year

Customer is required to subscribe to designated coupon quantity and commit designated purchase application with prepayment.

Single Express Service

Delivery Type	Basic Service Fee	Service Description
One-Way Service	\$40	Pick-up + Delivery Trip
Round Trip Service	\$60	Pick-up + Delivery + Return Trip

Pickup Period	Estimated Transit Time
Morning	Same Day
Afternoon	Next Working Day

Service Remarks

- Rates are shown in Hong Kong dollars.
- Shipment weight should be under 1 kg, extra \$12 per kg will be charged thereafter. (any fraction of a KG will be rounded up to the next KG)
- The rates above do not include Remote Commercial Industrial Areas Surcharge, Non-Commercial Areas Surcharge, Remote Area or Outlying Island Surcharge, In/Out Warehouse Service Charge, and other Special Handling Fees; please refer to the table below for details of the "Surcharge and other fees" schedule.
- Dimension formula: Length x Width x Height (cm) ÷ 6000, the chargeable weight is the greater of actual weight and dimensional weight.
- Depend on the cut-off and shipment time for other non-commercial areas or remote areas on the consignee location or distribution location, additional 1 working day maybe required.
- The transit times as provided herein are for reference only, these are not guaranteed and not from part of contract. Actual delivery time may vary as a result of the actual circumstances of the case.
- All of the prices and information listed above are subjected to change without notice. For any changes, please refer to the latest announcement of TGX.
- TGX reserves the right at any time to amend, modify or discontinue the services, tariffs and applicable terms and conditions without prior notice.

For enquiries, please call our Customer Service Hotline at (852) 3513 0888 or email sales@tgxpress.com.

Service coverage and service

TGX service coverage includes HK Island, Kowloon and New Territories, it is divided into two different categories: major and non-commercial and industrial areas. Parcels can be delivered to the assigned destination within half working day if the destination is within commercial and industrial area. You will be charged for extra fee if your parcel is delivering to remote areas, which is outside the major service area. Please refer to the below coverage details about non-commercial and industrial areas and remote areas for checking your parcel's destination whether is belonging to remote areas.

Major Commercial & Industrial Areas

Destinations	Areas Served
HK Island	West Point to Chai Wan, Wong Chuk Hang Industrial Estate, Aberdeen (excluding Southern HK Island)
Kowloon	Lai Chi Kok, Cheung Sha Wan, Tai Kok Tsui, Sham Shui Po, Prince Edward, Mong Kok, Yau Ma Tei, Jordan, Tsim Sha Tsui, Kowloon Tong (inclusive of Festival Walk & HKPC Bldg, San Po Kong, Ngau Tau Kok, Kowloon Bay, Kwun Tong, Yau Tong Industrial Estate, To Kwa Wan, Hung Hom
New Territories	Tsuen Wan, Tsing Yi Industrial Estate (excluding Sai Tso Wan Road), Kwai Chung, Tai Wai, Sha Tin (excluding Ma On Shan), Fo Tan, Terminal 1-4

- Domestic express service is not available to P.O. Box address & restricted areas.

Standard Cut-off Times and Transit Times

TGX cut-off times refer to the latest time you may call TGX to have a shipment picked up in order for it to be shipped on the same day. Shipments received after the cut-off time will be shipped on the following day.

Service Availability	Cut-off Time	Pickup Time	Delivery Time	Return Time
Monday to Friday	Before 10:30am	Same Morning	Same Afternoon	Morning of next Working Day
	10:30am ~ 3:30pm	Same Afternoon	Morning of next Working Day	Afternoon of next Working Day
	After 3:30pm	Morning of next Working Day	Afternoon of next Working Day	Morning of 3 rd Working Day
Saturday	9:00am ~ 10:30am	Same Morning	Morning of next Working Day	Afternoon of next Working Day

- Your domestic shipments are handled according to the following telephone, fax or internet order. The above cut-off and delivery time is only applicable to major commercial areas. Depend on the cut-off and shipment time for other non-commercial areas or remote areas on the consignee location or distribution location, additional 1 working day maybe required. TGX services cover the whole area of Hong Kong Island, Kowloon and New Territories.
- The transit times as provided herein are for reference only, these are not guaranteed and not from part of contract. Actual delivery time may vary as a result of the actual circumstances of the case.

Pickup and Delivery Schedule

<u>Timetable of parcels collecting and delivering</u> 9:00 to 18:00 (Monday to Friday), 9:00 to 13:00 (Saturday). TGX will not provide any pick-up and delivery services on Saturday afternoons, Sundays, public holidays, any day where Black Rainstorm Signal or Typhoon No.8 or higher is hoisted.	<u>Collection and delivery mode</u> Standard courier service comprises a "Pick-up Trip" (pick up shipment from the customer and deliver to the assigned destination) and a "Return Trip" (return of collected shipment from the collection point to the customer under the same Pick-up point).
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24 hours Customer Service Hotline 3977 3888

Users can be more convenient to use the system functions such as Pick-up Services, Tracking Shipment Status, Requesting Waybill Receipt by Fax and Billing Inquiries etc. Furthermore, you can download the **24 hours Interactive Voice Response System User Manual** Leaflet via TGX Website www.tgxpress.com.



精英速運

Domestic Delivery Services Order Package Application Form (Courier Coupon)

PLEASE COMPLETE THE APPLICATION FORM USING BLOCK LETTERS WHERE APPLICABLE. PLEASE TICK THE APPROPRIATE BOX.

STEPS For Applying
Account

- 1) **SIGN & COMPLETE** the application form with COMPANY CHOP.
2) Return it together with copy of **BUSINESS REGISTRATION (BR) Certificate and Exhibit A** by fax.

FAX TO
2744-3610

Account Number

<input type="checkbox"/> Master Account (<input type="checkbox"/> Billing / <input type="checkbox"/> Ordering)
<input type="checkbox"/> Sub Account (<input type="checkbox"/> Billing / <input type="checkbox"/> Ordering)

Effective date
(DD/MM/YY)

Customer Information

Company Name	(In English)		
	(In Chinese)		
Registered Address	(In English)		
	(In Chinese)		
Telephone number		Fax number	
Email address		Website	
Nature of Business		Business Started Date	(DD/MM/YY)
Office Hour	Monday - Friday	Saturday	How did you know about us?

* Hong Kong / Kowloon / NT

* 香港 / 九龍 / 新界

Contact Information

Main Contact Person	Position	Telephone	Mobile
		Email Address	
Second Contact Person	Position	Telephone	Mobile
		Email Address	

Service Plans & Charges (*Pickup on demand service and payment required in advance.)

Coupon Package	Service Fee (HK\$)	Inclusive Coupon Quantity (order)	Expiry date of the Coupon (Please delete as inappropriate)
			(50) Valid for SIX Months OR (100) Valid for ONE Years
	Shipment weight should be under 1 kg, extra HK\$12 per kg will be charged thereafter. (any fraction of a KG will be rounded up to the next KG)		

Customer's Acknowledgement and Consent

- For transportation of any Shipment by land transportation, TGX's total liability in respect of such Shipment shall be limited to its actual cash value of the goods but in any event shall not exceed HK\$500 (whichever is the lower).
- The rates above do not include Remote Commercial Industrial Areas Surcharge, Non-Commercial Areas Surcharge, Remote Area or Outlying Island Surcharge, In/Out Warehouse Service Charge, and other Special Handling Fees; please refer to the table below for details of the "Surcharge and other fees" schedule. (For details, please refer to the Exhibit A)
- The Terms and Conditions of Carriage – Hong Kong Domestic Express Delivery Service ("Standard Terms and Conditions") shall apply to all shipments and supersede all Terms and Conditions on the back of each waybill. (For details, please refer to the Exhibit B)
- The price are subject to additions, deletions or variations for which to be effective, TGX shall give the Customer no less than One(1) month's prior written notification. TGX reserves the right to amend or revise these Terms and Conditions and any services.

Signature and Company Stamp

We confirm that all information given above is true and complete. We have read and understood and confirm acceptance of the Terms and Conditions of Carriage – Hong Kong Domestic Express Delivery Service ("Standard Terms and Conditions") of TGX attached to this form. We agree that we will be deemed as the shipper as referred to or defined in the said terms and conditions.

Full Name (in Block Letters)
Position
Date

It Application generally takes 2-3 working days to process after we have received your valid application with all requested documents.

Domestic Delivery Services Order Package Application Form (Courier Coupon)

To send in your application

Please sign and impress your company chop on the overleaf of the **completed application form** and forward to TGX together with a photocopy of your valid **Business Registration Certificate** and **Appendix A** by
Our sales representatives will contact you within one working day after receive the fax.

(1) Fax number is (852) 2744-3610

or

**(2) Addressed to 3/F, Yeung Yiu Chung (No.6) Industrial Building,
19 Cheung Shun Street, Lai Chi Kok, Kowloon**

Please read Hong Kong Domestic Express Delivery Service ("Standard Terms and Conditions") carefully before completing this form.

What information do you need for your order/waybill form?

Please tick the appropriate box, each selection should be single choice.

Company Name	Set to display in <input type="checkbox"/> Chinese <input type="checkbox"/> English	Pick Up Address	Set to display in <input type="checkbox"/> Chinese <input type="checkbox"/> English	Contact Number	(If applicable)
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Arrangement for pick-up service

Requested frequency for Pick-up		Requested time for Pick-up
Applicable	Pick-up On-demand	According to the standard of the Cut-off Times and Transit Times.
Not Applicable	Pick-up Once A Day (Ordering plan 30-50 or above)	
Not Applicable	Pick-up Twice A Day (Ordering plan 100 or above)	

Ordering plan 100 or above can request pick-up twice a day; Ordering plan 30-50 or above can request pick-up once a day or pick-up on demand; Ordering plan below can only request pick-up on demand.

Charges and Payments

Charges

The charges for TGX services are available in TGX Fees and Service Guidelines. Customers can regard each basic charge, charge for special service, or any other additional charge specified in the contract as the amount of valid charge. The invoice will be sent to each account customer on the second working day of each month. Except for charge paid prior to the shipment date, the customer must settle all the charges in the payment method below within five days after the receipt of the invoice or before the date specified in the written agreement between the shipper and TGX: Unless otherwise specified, invoices shall be deemed to be well received after three working days after its issuance.

Cheque Payment

Prepare the cheque payable to "精英速運中心(亞洲)有限公司" or "Top Gun Express Centre (Asia) Limited" and put down the account number, contact person and phone number on the back of the cheque. Send the check together with the invoice deposit to the following address: 3/F, Yeung Yiu Chung (No.6) Industrial Building, 19 Cheung Shun Street, Lai Chi Kok, Kowloon.
Account Department Tel: (852) 3513 0912 Fax: (852) 2307 0611

Terms & Conditions for Delivery Service

- 1) Rates are shown in Hong Kong dollars.
- 2) Shipment weight should be under 1 kg, extra HK\$12 per kg will be charged thereafter.(any fraction of a KG will be rounded up to the next KG)
- 3) The rates above do not include Remote Commercial Industrial Areas Surcharge, Non-Commercial Areas Surcharge, Remote Area or Outlying Island Surcharge, In/Out Warehouse Service Charge, and other Special Handling Fees; please refer to the table below for details of the "Surcharge and other fees" schedule. (For details, please refer to the Exhibit A)
- 4) Non-standard pickups & deliveries, additional charges apply for pick up/deliver shipment when the shipper requests to schedule a specific time, there will be an extra fee of \$38.00 per order (delivery at a specified time).
- 5) If total weight of shipment is above 10kg, calculation of weight charge will be based on the "Cargo Service Charge" schedule.
- 6) The service charge is based on the location of collection point and the total shipment weight of "Pick-Up Trip" and "Return Trips" incur in the collection service.
- 7) Labour Charge (if applicable): If lifts cannot reach the floor of delivery address directly or no lift is provided in the building, there will be an extra fee of \$30.00(each floor).
- 8) All services include 10 minutes waiting time; excess of 10 minutes waiting time shall be charged according to the Base Service Fee schedule. (Every 10 minutes is treated as one unit).
- 9) HK\$20 Oversize Surcharge will be applied for the shipment which its length / width / height exceed 60cm (20cm per unit afterward). Oversize Surcharge can be waived if the weight of shipment was 5kg or above.

Delivery Guidelines

- 10) The maximum weight of goods must not exceed 30KG. The total dimensions (length + width + height) of goods should not exceed 160cm. Outlying Islands delivery service for smaller shipments with a weight of 5kg below and the total length of each item cannot exceed 50 cm.
- 11) Dimension formula: Length x Width x Height (cm) ÷ 6000, the chargeable weight is the greater of actual weight and dimensional weight.
- 12) Telephone numbers are required for all home delivery orders. If no contact phone number can be given, no proper delivery can be guaranteed. Except as otherwise provided in this Agreement, for addresses which are in non-commercial areas or remote areas or outlying island (1) delivered within 24 hours to arrive, outlying island (2) shipment will be dispatched during Saturday.
- 13) For heavy shipments that weigh more than 5kg, please contact our Customer Service half a working day in advance, in order to make arrangements for the Cargo services.

Domestic Delivery Services

Exhibit A SURCHARGES AND OTHER FEES

Cargo Service Charges (For shipment weight above 10kg, all charges are based on the chargeable weight of cargo)

Weight (kg)	Weight Fee (HKD)	Additional Weight charge (per kg per item)	Other fees (HKD)
10	+ \$98	Additional charge of \$6 per 1kg	Each order exceeding 5 cartons each order will be charged for extra carton fees through the following criteria. +\$10 (Per 5 cartons as one unit)
20	+ \$158	Charge is calculated based on the total weight	
21 - 30	+ \$188		
31 - 40	+ \$218		
41 - 50	+ \$248	Additional charge of \$30 per 10kg	

- The price list does not include base service fee. The Cargo delivery service includes the additional fee for special areas (Urban Districts & Remote Districts), and is not available for outlying islands.
- Labour Charge (if applicable): If lifts cannot reach the floor of delivery address directly or no lift is provided in the building, there will be an extra fee of \$30.00(each floor).
- Dimension formula: Length x Width x Height (cm) ÷ 6000 (cm), the chargeable weight is the greater of actual weight and dimensional weight.
- For heavy cargo weights over 200kg or dimension over 1cbm, please call TGX for special cut-off time.

In/Out Warehouse Service Charge (Warehouse & Logistics Center, Piers, Exhibition Centers and Airport)

Weight (kg)	Weight Fee (HKD)	Additional Weight charge (per kg per item)	Other fees (HKD)
100	+ \$450 up (Per one type of service)	Excess weight over 1kg addition charge \$3 per kg	Services include waiting time of 30 minutes; excess waiting time will be charged an addition charge of +\$58 per hour. (Every hour is counted as one unit)

- The prices above do not include any costs or disbursements such as advanced payment, registration fees, parking fees and other fees, the fees shall be prepaid to TGX.

Surcharge for Remote Commercial & Industrial Areas, Non-Commercial Areas OR Remote Areas

Destinations	Areas Served	Surcharge(HKD)
Remote Commercial & Industrial Areas	Hong Kong - Tin Wan, A Kung Ngam KIN - The Harbourfront(18-22 Tak Fung Street, Hung Hom) New Territories - Tai Po Industrial Area(including Tai Ping Industrial Centre), Fanling Industrial Area, Sheung Shui Industrial Zone, Sheung Shui Industrial Area(including shopping centres near Sheung Shui MTR station), Yuen Long Industrial Area(including Yuen Long Wang Chau Industrial Estate), Tuen Mun Industrial Area, Tseung Kwan O Industrial Area	+ \$10
Urban Districts	Kowloon & Hong Kong Island (All Estates & Residential, Shopping Spots) Kowloon Station(Elements & ICC), Kwun Tong (excluding Yue Man Sq), Kowloon Tong, Kowloon City, Mei Foo, Tsing Yi, Tseung Kwan O, Ma On Shan, Sha Tin, Fo Tan, Heng Fa Chuen, Smithfield Road(Street No. 12 after), Victoria Road, Ngong Shuen Chau, Happy Valley, Central Pier 3, Hong Kong Science Park, Terminal 6-8, Government & Public Organization ⁽¹⁾ , School ⁽²⁾	+ \$35
Distant Districts	Southern HK Island, New Territories Remote countryside & villages (All Estates & Residential, Shopping Spots) Stanley, Repulse Bay, Sham Wan(Ocean Park Hong Kong), South Bay, Aberdeen, Wong Chuk Hang, Ap Lei Chau, Chung Hom Kok, Pok Fu Lam, Mid-Level, The Peak, Tung Chung, Lok Ma Chau, Sai Kung, Clear Water Bay, Cyber Port, Tai Po, Tai Wo, Fanling, Sheung Shui, Kam Sheung Road, Yuen Long, Tin Shui Wai, Tuen Mun, Sham Tseng, Government & Public Organization ⁽¹⁾ , School ⁽²⁾	+ \$58
Outlying Island(1)	Ma Wan, Chek Lap Kok(including Hong Kong International Airport)Document only, Hong Kong Disneyland	+ \$90
Outlying Island(2)	Discovery Bay, Ngong Ping 360, Cheung Chau, Lantau Island, Mui Wo, Tai O, Peng Chau, Lamma Island	+ \$300

⁽¹⁾ Government & Public Organization: Department of Health, Hospital Authority, Hospital, Fire Services Department, Police Station, Electrical & Mechanical Services Department, Marine Department, Libraries etc..

⁽²⁾ School: Universities, Primary school, Secondary school, kindergarten

- For shipment deliver to Remote Commercial & Industrial Areas will be arrived in the half working day. For shipment deliver to the other destination which is in urban/distant districts and outlying island (1) will be arrived in the next 24 hours(excluding public holidays), outlying island (2) shipment will be dispatched during Saturday.

Additional Service

Service Description	Surcharge(HKD)	For and on behalf of the Customer <div>Company Chop</div>
Depositing Cheque Service (Monday to Friday only, apply to 5 sheets of in slip as a unit, more than 5 sheets of in slip, each 5 sheets of in slip subject to a basic service charge, and so on.)	Charge per base service fee (Include 5 units per order)	
Registration Services, Stamp Duty	+\$58 (Per one type of service)	
Application or Receive for Passport and licence (Excluding Access to Forms)		
Redemption Gifts		
All special services include waiting time of 30 minutes; excess waiting time will be charged an addition charge of \$58 per hour. (Every hour is counted as one unit).		

All of the prices and information listed above are subjected to change without notice. For any changes, please refer to the latest announcement of TGX.

Effective date: 1st June 2015

Refer number: MKT-DS-201506001



Domestic Express Services

Urgent Express



Need that important package delivered today?

Our Urgent Express service guarantees delivery of urgent items at a particular time almost anywhere in the Hong Kong.*

Value-added Service Surcharge

Transit Time	HK Island	Kowloon	New Territories
3-Hour	Single Delivery \$140 Return Delivery +\$80	Single Delivery \$140 Return Delivery +\$80	Single Delivery \$150 Return Delivery +\$100

***Service Coverage** – Industrial and commercial areas along the MTR Lines

Destinations	Areas Served	Remarks
HK Island	Sheung Wan, Central, Admiralty, Wan Chai, Causeway Bay, Tin Hau, North Point, Quarry Bay, Tai Koo, Chai Wan (Excluding Siu Sai Wan Industrial Area)	<ul style="list-style-type: none"> Weight Limitation: 5kg or below Maximum Dimension: Length, Width or Height must less than 50cm TGX's customer can upgrade your shipment to Urgent express service by paying value-added service surcharge on top of the Domestic
Kowloon	Tsim Sha Tsui, Jordan, Yau Ma Tei, Mong Kok, Prince Edward, Kowloon Tong, Sham Shui Po, Cheung Sha Wan, Lai Chi Kok, Olympic, Kowloon Tong, Kowloon Bay, Ngau Tau Kok, Kwun Tong, San Po Kung	
New Territories	Kwai Fong, Tsuen Wan, Tai Wai, Sha Tin, Fo Tan	

Terms and Conditions

- Rates are shown in Hong Kong dollars.
- Urgent Express is available 9:00am to 7:00pm from Monday to Friday (Cut-off time is 4:00pm) and 9:00am to 2:00pm on Saturday (Cut-off time is 11:00am). No service on Sunday and public holidays.
- The service coverage of Urgent Express Service includes industrial and commercial areas within Hong Kong Island and specified area within Kowloon and NT, except warehouses, residential areas and remote areas defined by TGX.
- Urgent Express guarantee is only applicable to the first delivery attempt of a shipment. Shipment that requires more than one delivery attempt is not applicable.
- Service guarantee will not apply where late delivery or failure to deliver is due to circumstances beyond TGX's control, including inaccurate or incomplete shipment information, or unavailability or refusal of the receiver to accept delivery.
- In case the order is cancelled after 10 minutes of confirmation of the order, there will be a minimum service charge of \$38.

Non-Contract Customer of Domestic Express rate

Weight (kg)	Fee (HKD)
1	\$30
Extra weight	+\$12 per kg

TGXService Hotline

3513 0888

Effective date: 1 November 2013

Refer number: MKT-PM-2013111

Effective date: 1st June 2015

Refer number: MKT-DS-201506001

DOMESTIC EXPRESS SERVICE HONG KONG DOMESTIC EXPRESS SERVICE TERMS AND CONDITIONS OF CARRIAGE ("Terms and Conditions")

TGX Centre (Asia) Limited Trading as TGX (hereinafter called "TOP GUN")

When ordering TGX's services you, as "Shipper", are agreeing, on your behalf and on behalf of anyone else with an interest in the Shipment, that you or such person shall be bound by the Terms and Conditions herein contained from the time that TGX agrees to provide service in respect of the Shipment as ordered by you unless otherwise agreed in writing by an authorized officer of TGX.

"Shipment" means all documents or parcels that travel under one waybill and which may be carried by any means as chosen by TGX, including by land transportation or other carrier. Unless otherwise agreed in writing prior to your tender of the Shipment to TGX, the service to be provided by TGX is limited to the pickup, transportation and delivery of the Shipment. The shipper acknowledges that Shipments may be consolidated with those of other shippers. Every Shipment is transported on a limited liability basis as provided herein. If Shipper requires greater protection, then insurance may be arranged at an additional cost.

1) Unsuitable Shipments

Shipper guarantees that its Shipment is suitable for transportation. However, Shipment is deemed unsuitable for transportation if:

- It is classified as hazardous material, dangerous goods, prohibited or restricted articles by any applicable government department or other relevant organization or under any laws of any relevant jurisdiction.
- TGX decides it cannot transport any item of any Shipment safely or legally (such items include but are not limited to: fragile or perishable items, animals, currency, bearer form negotiable instruments, negotiable papers, securities or other valuables, artwork, passports / other identification documents, or samples, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs).

TGX shall not be liable for loss of, damage to or delay in delivery of the above items, which is included in Shipper's Shipment whether the Shipper has informed TGX about such items or not. If TGX suspends its service in respect of any Shipment which is deemed unsuitable for transportation pursuant to this Section 1, then the Shipper shall not be entitled to any refund of transportation fee paid by Shipper to TGX in respect of such Shipment.

2) Deliveries & Undeliverables

Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Consignee's address given by Shipper (which in the case of mail services Shipments shall be deemed to be delivered if Shipments are delivered to the receiving postal company or agent) but not necessarily to the named Consignee personally. Shipments to addresses with a central receiving area will be delivered to that area. If Consignee refuses delivery or to pay for delivery, or the Shipment is deemed to be unsuitable for transportation, or Consignee cannot be reasonably identified or located, TGX shall use reasonable efforts to return the Shipment to Shipper provided that the Shipper shall be responsible for payment of all charges incurred by TGX in connection with returning of such Shipment to Shipper, including but not limited to, all charges for forwarding, disposal, or transportation charges for returning the Shipment to Shipper, as well as any other additional charges, if applicable. If TGX is unable to return the Shipment to the Shipper, the Shipment may be released, disposed or sold by TGX without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against service charges and related administrative costs and the balance of the proceeds of a sale to be returned to Shipper.

3) Inspection

TGX has the right to open and inspect a Shipment without prior notice to Shipper.

4) Shipment Charges & Billing

TGX's Shipment charges are calculated according to the higher of actual or volumetric weight and any Shipment may be re-weighed and re-measured by TGX to confirm this calculation. Shipper shall pay or reimburse TGX for all Shipment charges, and storage charge in consideration of services provided by TGX or incurred by TGX on Shipper's or Consignee's or any third party's behalf and all claims, damages, fines and expenses incurred if the Shipment is deemed unsuitable for transport as described in Section 1.

5) TGX's Liability

Shipper agrees that TGX's liability in respect of the Shipment is strictly limited to direct loss only. All other types of loss or damage are excluded (including but not limited to loss of profits, income, interest, future business, or loss of revenue resulting from loss of use), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to TGX's attention before or after acceptance of the Shipment. Shipper shall insure at its own costs against any risks in respect of the Shipment. Without prejudice to Section 6-8 below, for transportation of any one Shipment by land transportation, TGX's total liability in respect of such Shipment shall be limited to its actual cash value but in any event shall not exceed HK\$500 (whichever is the lower) and for transportation by any other means, TGX's total liability in respect of such Shipment shall be limited to its actual cash value. Shipper shall not raise more than one claim for each Shipment and settlement of such claim shall be full and final settlement for all loss or damage in connection with such Shipment. If Shipper regards these limits as insufficient to protect itself, then it must make its own insurance arrangements, failing which Shipper shall assume all risks of loss or damage in respect of the Shipment. TGX shall not be under any liability to offer Shippers' cargo insurance or to buy any insurance in respect of the Shipment. Shippers who need cargo insurance or all risk insurance should purchase those insurances from third parties.

6) Time Limits for Claims

All claims must be submitted in writing to TGX within three (3) days from the date that the Shipment is delivered by TGX pursuant to section 2 above, failing which TGX shall have no liability whatsoever.

7) Delayed Shipments

TGX will make reasonable effort to deliver the Shipment according to TGX's regular delivery schedules, but these are not guaranteed. Time is not of the essence in respect of the delivery of Shipment. TGX shall not be liable for any damages or loss caused by delays in delivery.

8) Circumstances beyond TGX's Control

TGX shall not be liable for any loss or damage arising out of circumstances beyond TGX's control. These include but are not limited to: "Act of God" - e.g. earthquake, cyclone, storm, flood, fog; "Force Majeure" - e.g. war, plane crash or embargo; any defect or characteristic related to the nature of the Shipment, even if known to TGX; riot or civil commotion; any act or omission by a person not employed or contracted by TGX e.g. Shipper, Consignee, third party, customs or other government official; industrial action; and electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings.

9) Shipper's Warranties and Indemnity

Shipper shall indemnify and hold TGX harmless for any loss or damage arising out of Shipper's failure to comply with any applicable laws or regulations and for Shipper's breach of the following warranties and representations:

- all information provided by Shipper or its representatives is complete and accurate;
- the Shipment was prepared in secure premises by Shipper's employees;
- Shipper employed reliable staff to prepare the Shipment;
- Shipper protected the Shipment against unauthorised interference during preparation, storage and transportation to TGX;
- the Shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling;
- all applicable laws and regulations have been complied with; and
- the waybill has been signed by Shipper's and/or Consignee's authorised representative and/or TGX has accepted Shipment order from Shipper and/or Consignee and the Terms and Conditions are deemed to constitute binding and enforceable obligations of Shipper.

10) Routing

Shipper agrees to all routing and diversion as determined by TGX, including the possibility that the Shipment may be carried via intermediate stopping places.

11) Government Law

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts of, and governed by the laws of the Hong Kong SAR, and Shipper irrevocably submits to such jurisdiction.

12) Severability

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

For the avoidance of doubt, if there is any conflict between the English version and the Chinese version in this agreement, the Chinese version shall prevail.