

International Express

Account Opening Application Form

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** by fax

FAX TO
2782-3960

Account Number

Effective date (DD/MM/YY)

Customer Information

Company Name (In English)	(In Chinese)
---------------------------	--------------

Office Address (In English)	* Hong Kong / Kowloon / NT
-----------------------------	----------------------------

Office Address (In Chinese)	* 香港 / 九龍 / 新界
-----------------------------	----------------

E-mail Address	Nature of Business	Business Started Date (DD/MM/YY)
----------------	--------------------	-------------------------------------

Office Hour Monday - Friday Saturday	How did you know about us?
--	----------------------------

Contact information

Main Contact Person	Position	Telephone	Fax
Second Contact Person	Position	Telephone	Fax

Top Gun Express's Liability

For transportation of any Shipment by air/land transportation, Top Gun Express's total liability in respect of such Shipment shall be limited to an amount of no more than triple of the total delivery charge received by Top Gun Express in respect of such Shipment provided that in any event Top Gun Express's liability for each claim shall not exceed US\$100(whichever is the lower). By signing on this shipment waybill, you agree to accept and be bound by all the aforesaid and overleaf terms and conditions.

Terms and Conditions of Carriage – International Express Service

The Terms and Conditions of Carriage International Express Service – Hong Kong ("Standard Terms and Conditions") shall apply to all shipments, which is set out on the back of each waybill. For details, please refer to the **Exhibit A**.

For and on behalf of the Customer (Company chop)

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 – International Express Service ("Standard Terms and Conditions") of Top Gun Express 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 _____ Authorized Signature & Company Chop _____

Date: _____

International Express

Information on Opening an Account



To open an account at your fastest convenience, please fax us **a completed application form, a copy of Business Registration Certificate**, fax number is (852) 2744-3960. Our sales representatives will contact you within one working day after receive the fax.

Please read International express service terms and conditions of carriage ("Terms and Conditions") carefully before completing this form. For inquiries, please contact our customer service department at (852) 3513-0999.

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.

Check Payment

Prepare the check payable to “精英速運中心(亞洲)有限公司” or “Top Gun Express (Centre) Asia Ltd.” and put down the account number, contact person and phone number on the back of the check.

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

Waybill Default setting

Company Name	Collection Address	Contact person / Contact number
Set to display in	Set to display in	(If applicable)
<input type="checkbox"/> Chinese <input type="checkbox"/> English	<input type="checkbox"/> Chinese <input type="checkbox"/> English	

* Please fill in the appropriate box with "Y", each selection should be single choice.

Cut-off and Transit Time

By phone call, fax or real-time online connection, customers can book “door-to-door” courier service with TGX. We promise that your shipment will be handled in accordance with the following timetable.

Service Provided	Cut-off Time	Pickup Time	Arrival Time			
			China	Macau	Taiwan	Germany
Monday to Friday	Before 11:00am	Morning of the same day	One to three working days	One working day	One to one and a half working days	One to two working days
	11:00am to 4:00pm	Afternoon of the same day				
	After 4:00pm	Morning of the next working day				
Saturday	Before 11:00am	Morning of the same day				

- All the arrival time is for reference only; the actual arrival time must be according to the local customs clearance procedure.

Timetable of parcels collecting and delivering	24-hours Customer Service Hotline 3977 3888
9:00 to 18:00 (Monday to Friday), 9:00-13:00 (Saturday). Top Gun Express 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.	Users can be more convenient to use the system functions such as <u>Pick-up Services</u> , <u>Tracking Shipment Status</u> , <u>Requesting Waybill Receipt by Fax</u> and <u>Billing Inquiries</u> etc. Furthermore, you can download the 24-hour Interactive Voice Response System User Manual Leaflet via TGX Website.

INTERNATIONAL EXPRESS SERVICE

INTERNATIONAL EXPRESS SERVICE TERMS AND CONDITIONS OF CARRIAGE

("Terms And Conditions")

Top Gun Express Centre (Asia) Limited Trading as Top Gun Express (hereinafter called "TOP GUN")

THE RULES RELATING TO LIABILITY ESTABLISHED BY THE WARSAW CONVENTION AND ANY AMENDMENTS THERETO SHALL APPLY TO THE INTERNATIONAL CARRIAGE OF ANY SHIPMENT HEREUNDER INsofar AS THE SAME IS GOVERNED THEREBY.

TOP GUN may engage subcontractors to perform services and contracts, each of the subcontractors shall have the benefit of these terms. No such subcontractor has the authority to waive or vary any of these terms. All packages covered under a single TOP GUN Waybill/consignment note (the "TOP GUN Waybill") shall be considered as a single shipment. A shipment may be carried via any intermediate stopping places as TOP GUN deems appropriate. Unless otherwise agreed in writing prior to the tender of the shipment, the service to be provided by TOP GUN is limited to the pickup, transportation, customs clearance (where applicable) and delivery of the shipment. The shipper acknowledges that shipments may be consolidated with those of other shippers for transport and that TOP GUN may not monitor the inbound and outbound movement of individual shipments outside Hong Kong.

Commodities Handled and Restrictions on Service

TOP GUN offers transportation of general commodities, as usually defined, subject to the following restrictions:

- 1) No service shall be rendered in the transportation of any packages or articles with weight more than 70 kilograms (or 150 lbs) or exceed 270 centimeters (or 108 inches) in length or a total of 330 centimeters (or 130 inches) in length and girth combined.
- 2) No service shall be rendered in the transportation of any packages or articles with a value in excess of USD 5,000 (or the local currency equivalent). Packages containing jewelry (not including costume jewelry) having a value of more than USD 500 (or the local currency equivalent) are not accepted for transportation.
- 3) No service shall be rendered in the transportation of packages containing any prohibited article listed on the TOP GUN website (www.tgxp.com), including but not limited to, articles of unusual value (such as coins, currency, postage stamps, negotiable instruments (except checks), money orders, unset precious stones, industrial diamonds, antiques), the hazardous, the combustible and the explosive, as well as drugs, articles infringe any intellectual property rights, currency (Paper or coin) credit cards and negotiable securities and certificates and any other negotiable items, materials that could be considered as pornographic or offensive or politically sensitive by Government of the People's Republic of China or articles prohibited by the customs of the relevant countries. Refer to Rate and Service Guide for more information about dangerous goods, if applicable. Under applicable law, certain goods may only be transported under prescribed conditions and certain goods are prohibited from transportation by air.
- 4) TOP GUN shall not be responsible to provide a protective service for the transportation of perishable commodities or commodities requiring protection from heat or cold. Such commodities will be accepted for transportation solely at the shipper's risk for any damages arising from the transportation.
- 5) No service shall be rendered in the transportation of any shipment, which is prohibited, by applicable law or regulations in the origin or destination country, or which TOP GUN may determine, in its sole discretion, to be so prohibited.

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 of the shipper and receiver of the package clearly and all packages are properly packed, marked and labeled and their contents are described and classified and are accompanied by the documentation as may (in each case) be necessary to make them suitable for transportation and to comply with the requirements of this Terms and Conditions of Service and applicable law.

Deliveries & Undeliverable Packages

- 6) If Shipments are refused by the consignee, or which for any other reason cannot be delivered, TOP GUN will attempt to contact the shipper for further instructions. 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. TOP GUN may use an electronic device to obtain proof of delivery and the shipper agrees that it will not object to TOP GUN relying on a printed copy generated by the electronic device as evidence merely on the grounds that the information concerned is obtained and stored in electronic form. 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, TOP GUN shall use reasonable efforts to return the Shipment to Shipper provided that the Shipper shall be responsible for payment of all charges incurred by TOP GUN 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, as well as any duty and tax, if applicable. If TOP GUN is unable to return the Shipment to the Shipper, the Shipment may be released, disposed or sold by TOP GUN without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against service charges, related administrative costs, handling charges and duty and tax (if applicable) and the balance of the proceeds of a sale to be returned to Shipper.

Refusal and Suspension of Service

- 7) If it comes to the attention of TOP GUN that any package does not meet any of the above restrictions or conditions, TOP GUN may refuse to transport the relevant package (or any shipment of which it is a part of) and, if carriage is in progress, TOP GUN may suspend carriage and hold the package.
- 8) TOP GUN also reserves the right to refuse providing service, among other reasons, for any package which by reason of the dangerous or other character of its contents may, in the sole judgment of TOP GUN, soil, taint, or damage other packages or TOP GUN's equipment, or which is improperly or insecurely packed or wrapped. In addition, TOP GUN reserves the right to refuse providing service for any package or to transport the package to or from any location, or to provide any alternative service arrangements, while, among other reasons, TOP GUN, in its sole discretion, deems that it is unsafe or economically or operationally impracticable to provide service.
- 9) TOP GUN may suspend transportation of any package or shipment if goods are found to be not acceptable for transportation for any of the above reasons or if TOP GUN cannot make the delivery on the second attempt or the consignee refuses to accept delivery or TOP GUN cannot collect the amounts, which is due from the consignee on delivery. The shipper will be responsible for payment of all charges and expenses, calculated in accordance with the current TOP GUN rates which are caused by any suspension of transportation, including, but not limited to, forwarding, disposal, or return of transportation charges as well as any duty or tax, if applicable.
- 10) The shipper shall be liable and responsible for the reasonable costs and expenses incurred by TOP GUN (including storage expenses), for such losses, taxes and customs duties as TOP GUN may suffer and for all claims made against TOP GUN arising out of or in connection with a package does not meet any of the restrictions or conditions stipulated in the above clauses under the section "Commodities Handled and Restrictions on Service" above or arising out of or in connection with any refusal or suspension of carriage or return of a package or shipment by TOP GUN pursuant to the terms and condition herein contained.

TOP GUN shall not be liable or responsible for the loss or damage of any package, which contains goods that TOP GUN is not authorized to accept, or that TOP GUN states it will not accept, or that TOP GUN has a right to refuse. If TOP GUN suspends service in accordance with the terms and conditions herein contained, the payer of any transportation charges shall not be entitled to a refund. Acceptance for carriage of any package or shipment that TOP GUN does not accept for transportation or which shippers are prohibited from shipping, does not constitute a waiver of any provisions of these terms or the terms set forth in the Rate and Service Guide, or on www.tgxp.com

- 11) Calculation of Volumetric Weight will be based on IATA (International Air Transport Association) volumetric weight standard : (length x width x height)÷6,000(cm) = kg). Shipment charges will be based on either volumetric weight or gross weight, depending on which is greater. If the packaging box is overstuff and distorted out of shape, the volumetric weight is calculated as per the actual measurement of the distorted packaging box.

Right of Inspection

- 12) TOP GUN reserves the right, to open and inspect any package tendered to it for transportation.

Provisions for Customs Clearance of International Packages

- 13) The shipper must provide required 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 TOP GUN, TOP GUN is thereby appointed as the agent for performance of customs clearance, where applicable. TOP GUN is specified as the nominal consignee for the purpose of designating a customs broker to perform customs clearance. 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. The shipper shall be liable for such penalties, storage charges or other expenses in the event of non-payment by the consignee. Where applicable, TOP GUN may at its sole discretion provide brokerage service at no additional charge for routine customs clearance. Additional charges may be applied for the complex clearance procedures.

Rates

- 14) The Shipper shall pay rates to TOP GUN in accordance with the attached list of rates and the Shipper shall pay any additional charges or rates for nonstandard service, additional or nonstandard usage, and any other additional charges referenced in the effective TOP GUN Rate and Service Guide, or those applicable additional rates set out in any customized contracts.

Payment

- 15) Unless paid before shipment, 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 TOP GUN. Unless proved otherwise, an invoice shall be considered for this purpose to have been received three business days following the date of invoice. Any payments made by TOP GUN, including but not limited to taxes, duties or other levies, on behalf of the shipper, receiver or some other party, shall be due and payable by the shipper on demand. Notwithstanding any billing or payment option selected at the time of shipment, the shipper is ultimately liable for and has agreed to pay all charges, including the charges which the receiver or third party fails to pay on due date. A late payment fee in the amount set out in TOP GUN 's invoice may be charged on any outstanding sum after the relevant payment due date. This is in addition to any legal rights and remedies available to TOP GUN.

Missing/Invalid Account Number or Refusal Fee

- 16) A processing fee, set forth in the TOP GUN Rates applicable to the shipment in effect at the time of shipping, will be charged when the account number is missing or it is not the correct account 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 charges. In the event of non-payment by the receiver or third party, the shipper will be billed a refusal fee plus the shipping charges.

Interruption of Service

- 17) TOP GUN shall not be liable for any interruption of service due to causes beyond TOP GUN's 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 acting with actual or apparent authority; acts or omissions of customs or similar authorities; insufficient information provided by customer; the application of security regulations imposed by the government or others applicable to the delivery location; a government agency hold; riots; strikes or other labor disputes; civil unrest; disruptions of any kind in air or ground transportation networks; and natural disasters.

Responsibility For Loss or Damage

- 18) Where the Warsaw or CMR Conventions or any national laws implementing or adopting these conventions apply (for convenience referred to as Convention Rules) or where (and to the extent that) other mandatory national law applies, the liability of TOP GUN is governed by and will be limited according to the applicable rules. Where Convention Rules or other mandatory national laws do not apply, TOP GUN will only be liable for failure act with reasonable care and skill and its liability shall be exclusively governed by these terms and (save in the case of personal injury or death) limited to proven damages up to an amount of no more than triple of the total delivery cost and each claim shall not be exceeded US\$100.00 (whichever is the lower). If the claimant (or any person from whom he derives his right to claim) has caused or contributed to any loss, damage or delay to a shipment or package, any liability TOP GUN may incur in respect thereof (limited as above) shall be reduced or extinguished in accordance with the law applicable to such contributory negligence. TOP GUN shall not under any liability to offer shippers' cargo insurance. Shippers who need cargo insurance or all risk insurance should purchase those insurances from third parties. Save where applicable Convention Rules or other applicable mandatory national laws required otherwise, TOP GUN shall not be liable for special, incidental, or consequential damages, including purely economic losses, such as the costs of any alternative means of transport, loss of profits, loss of business opportunities or loss of revenue resulting from loss of use, arising from any loss of or damage or delay to a shipment or package, whether or not a value has been declared as set forth above. TOP GUN shall not be liable for any damages arising from TOP GUN's inability, failure or refusal to comply with a request to stop, return or re-route shipment of a package after tender to TOP GUN.

Claims Procedure

- 19) All claims against TOP GUN must be filed in writing with TOP GUN as soon as reasonably practicable and in any event within 14 days of delivery in the case of damage (including partial loss of a shipment) and in the case of delay within 21 days of delivery. In addition, TOP GUN shall have no liability in connection with any shipment unless legal proceedings are brought and written notice of them is given to it within six months after delivery of the goods concerned or, in the case of non-delivery, within six months 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.

Data Protection

- 20) The shipper agrees that TOP GUN, may use any data provided by the shipper to TOP GUN for management analysis and monitoring, administration of customer accounts and the advertising of services and products provided by TOP GUN companies. The shipper may have certain rights under the law to have access to, rectify, and object to the use for direct marketing of any data held by TOP GUN.

Entire Agreement

- 21) All shipments are subject to the terms and conditions contained in the TOP GUN Rate and Service Guide and set out on the TOP GUN website (www.tgexpress.com). The effective TOP GUN Rate, Service Guide and the description of TOP GUN Services at www.tgexpress.com, which are incorporated in the TOP GUN Rate and Service Guide, the TOP GUN source document for each shipment, together comprises the complete and exclusive agreement of the parties, except as modified by any existing or future written agreements between the parties, and may not be contradicted or modified by any oral agreement.

Severability

- 22) These terms shall apply to the fullest extent permitted by applicable law. If any part of these terms is not enforceable, this will not affect the enforceability of any other parts.

Governing Law

- 23) The terms and conditions herein contained shall be governed by laws of the country wherein the shipment is tendered to TOP GUN for delivery. If there is conflict between Chinese and English version, the English version shall prevail.

Effective date: 29 October 2014

Refer number: MKT-DS-201401029