

Great Union Global Express Agency Ltd-Website Terms & Conditions of use and general operation.

“GU” means our company GREAT UNION GLOBAL EXPRESS AGENCY LTD is used from here to represent the company, carriers or freight forwarder.

- Great Union Global Express Agency Ltd. has the rights to decline the register of customers or terminate the register of any customers without any prior notices.

Copyright

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- Regulations of use of interactive features of this website
- For your convenience, GU provides interactive functions in this website, such as tracking shipments tendered by you to GU for delivery and user comments. Without authorization, you cannot use the function for other purposes.
- Accuracy of this Website
- These web pages may contain inadvertent inaccuracies or typographical errors. These will be corrected at GU’s discretion, as they are found. The information on these web pages is updated regularly, but inaccuracies may remain or occur where changes occur between updates. The internet is maintained independently at thousands of sites around the world and some of the information accessed through these web pages may originate outside of GU. GU excludes any obligation or responsibility for this content.
- Viruses
- GU makes all reasonable attempts to exclude viruses from these web pages, but it cannot ensure this exclusion and no liability is accepted for viruses. Please take all appropriate safeguards before downloading information from these web pages.
- Disclosure of Information
- All information by visitors is considered to be confidential and will not disclose to any third parties except required for the provision of the services.
- Routing
- Shipper to agreed all routes and diversion routes includes when Consignment being carried through the way station, noted the decision by GU.
- Ordinance of the Governing Law
- To the extent Permitted by law, any controversy caused from these terms & conditions or related in

any way is based in the interest of GU.

- Severability

These Terms of Use are severable. The invalidity or unenforceability will not affect any other part of these Terms of Use.

- Terms and Conditions of Shipments (Terms and conditions)

- Important Notice

- When requesting GU's services, shippers agree on their behalf and on behalf of anyone else with an interest in the shipment, that the terms and conditions apply from the time that GU accepts the shipment, unless otherwise agreed in writing by an authorized officer of GU. Your statutory rights and entitlements under any defined service feature (for which additional payment has been made) are not affected.

- Shipment refers to all documents or parcels that travel under one waybill and which may be carried by any ways GU chooses, including air, road or any other carrier. A waybill includes any label produced by GU automated systems, air waybill or shipment note which incorporated with these terms and conditions. Every shipment is transported on a limited basis. If shipper requires greater protection, you can buy insurance on your own.

- Unacceptable Shipments

- Shipper agrees that its shipment is acceptable for transportation and is unacceptable, if,
 - it is classified as hazardous material, dangerous good, prohibited or restricted items by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), any applicable government department or other relevant organization;
 - no customs declaration is made when required by applicable customs regulations; or
 - GU decides it cannot transport an item safely or legally, in which those items are not limited to animals, bullion, currency, bearer from negotiable instruments, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography and illegal narcotics or drugs.

- Deliveries and Undeliveries

- Shipments cannot be delivered to PO boxes or postal codes. Shipments will be delivered to the receiver's address provided by the shipper, which is considered to be the first receiving postal service, but not necessarily to the named receiver personally. Shipments to addresses with a central receiving area will be delivered to that area. If the receiver refuses the delivery or to pay for delivery, or the shipment is considered to be unacceptable, or it has been undervalued for customs purposes, or the receiver cannot be reasonably identified or located, GU will try its best to return the shipment to

shipper at shipper's cost. Yet, if the shipment is failed to return, it may be released, disposed or sold by GU without incurring any liability to the shipper or anyone else. The proceeds applied against service charges and related administrative costs and the balance of the proceeds of a sale will be returned to the shipper afterwards.

- Inspection
- GU has the right to open and inspect a shipment without prior notice to the shipper.

- Shipment Charges and Billing
- GU's shipment charges are calculated according to the higher of actual or volumetric weight and GU has the rights to re-weigh and re-measure the shipment to confirm this calculation. Shipper needs to pay or reimburse GU for all shipment charges, storage charges, duties and taxes owned for services provided by GU or incurred by GU on either the shipper's or receiver's or any third party's behalf and all claims, damages, fines and expenses incurred if the shipment is considered unacceptable for transport.

- Shipment Insurance
- GU can arrange insurance for the shipper. Yet, the shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays.

- Delayed Shipments
- GU will try its best to deliver the shipment according to GU's regular delivery schedules. Yet, these are not guaranteed and do not form part of the contract. GU is not liable for any damages or loss caused by delays.

- Circumstances beyond GU's control
- GU is not liable for any loss or damage arising out of circumstances beyond GU's control. These include but are not limited to natural disasters, such as earthquake, cyclone, storm, flood, fog; Force Majeure, such as war, plane crash or embargo; any defect or characteristic related to the nature of the shipment, even if known to GU; riot or civil commotion; any act or omission by a person not employed or contracted by GU, e.g., shipper, receiver, third party, customs or other government officials; industrial action; and electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings.

- Unless regulated by a Convention or any other applicable laws, the carrier is not responsible for any shortage, damage or delay due to obeying government's ordinance either directly or indirectly, or other factors that the carrier cannot control. GU is not liable for this circumstance.
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- The indemnification clause or restricted responsibility clause of the carrier applies to the carrier's agent, staff or its representative; any person, agent, staff or representatives that relate to the means of the transportation used. The carrier acts as the agent of the people mentioned here.
- Carrier agrees that it will try its best to finish the shipping. Yet, the carrier cannot guarantee that during the shipping, for the sake of the shipper, other types of transportation might be adopted without any notices. Carrier has the rights to choose or to change the shipping route.
- Warsaw Convention
- If the shipment is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention, if applicable, governs and in most cases limits GU's liability for loss or damage.
- Shipper's Warranties and Indemnity
- Shipper needs to assure and hold GU harmless for any loss or damage arising out of the shipper's failure to comply with any applicable laws or regulations and for the shipper's breach of the following warranties and representation:
 - all information provided by the shipper or its representatives is complete and accurate;
 - the shipment is prepared in secure premises by the shipper's employees;
 - a reliable staff of the shipper prepares the shipment;
 - Shipper protects the shipment against unauthorized interference during preparation, storage and transportation to GU;
 - the shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling;
 - all applicable customs, import, export and other laws regulations have been complied with; and
 - the waybill has been signed by the shipper's authorized representative and the terms and conditions constitute binding and enforceable obligations of the shipper.
- Modification of these Terms and Conditions
- Great Union Global Express Agency Ltd. reserves the right to revise these Terms and Conditions at any time. Customer needs to read these Terms and Conditions before ordering GU's services. Once if the Shipment is accepted, customer is considered to accept these Terms and Conditions.
- Applicable Law
- These Terms and Conditions are under the jurisdiction of the Government of the Hong Kong Special Administrative Region (HKSAR). All customers, contractors and the agents of GU accept the jurisdiction of Hong Kong Judiciary.

- Suppliers and Contractors that GU is working with
- The staff of suppliers, contractors, such as Cargo Transport, Logistics Company or Warehouse have already received training on dangerous goods and equipped with training certificates.
- The Responsibility of Customer
- Customers need to guarantee that the shipment is owned by them, or they are the authorized agent of the owner and guaranteed to accept these Terms and Conditions. Meanwhile, they are authorized to accept these Terms and Conditions not only for themselves but also for and on behalf of Owner.
- Customer remains responsible for ensuring packaging is adequate for transportation.
- The customer is requested to be bound by and to guarantee the accuracy of all descriptions, values and other particulars provided to the Freight Forwarder for Customs Consular and other purposes. Moreover, the customer needs to indemnify the Freight Forwarder against all losses, damages, expenses and fines arising from any inaccuracy or omission even if such inaccuracy or omission is not due to any negligence.
- Customer is liable for any duties, taxes, imposts, levies, deposits or any kind levied by any freight and customs. Moreover, customer is liable for any payments, fines, expenses, loss or damage that the Freight Forwarder paid for the circumstances.
- The Freight Forwarder is authorized to act on behalf of the customer to select, engage and enter into contract or arrangement with any carriers, truckmen, forwarders, receiving or delivery agents, warehousemen, packers and other persons.
- Unless requested by the customer in written report, Freight Forwarder is authorized to handle the storage and the carriage of shipment by any route or any carrier. Moreover, Freight Forwarder is authorized to depart or deviate from the customer's instructions in any respect if in the opinion of the shipper, such departure or deviation is necessary or desirable in the customer's interests.
- While pending, forwarding or delivery, shipment may be saved in a warehouse or held at any place which is suggested by the Freight Forwarder and the customer is responsible for the cost.
- No insurance will be effected except upon being given a written instructions by the customer and all insurances effected by the Freight Forwarder are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. The Freight Forwarder is not under any obligation to effect a separate insurance on each shipment but may declare it on any open or

general policy. If the insurers dispute their liability for any reason, the insured have recourse against the insurer only and the Freight Forwarder is not under any responsibility or liability that the policy may not be at the same rate as that charged by the Freight Forwarder or paid to the Freight Forwarder by its customer.

- Freight Forwarder is not liable for any loss caused by the market, fire, delay or deviation of the freight.
- Apart from the mentioned circumstances, the Freight Forwarder is under no liability no matter what happens or whether it is related to the shipment, instructions given, business advice, information of service or any related matters.
- For loss from a package or an unpacked shipment or for damage or miss-delivery, a written notice needs to be received in writing within seven days after the end of the shipment in which the shipment ends in Hong Kong Area, or within seven days after the end of the shipment where the transit ends at any place outside Hong Kong.
- For loss or non-delivery of the whole of a shipment or any separate package forming part of the shipment, a written notice needs to be received within seven days of the date when the shipment should have been delivered.
- Perishable shipment which is not taken up immediately upon arrival or which are insufficiently addressed or marked or not readily identifiable, may be sold or otherwise disposed of without any notice to the customer and payment or tender of the net proceeds of any sale after deduction of the charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of the shipment shall be paid by the customer.
- The Freight Forwarder is entitled to sell or dispose of all non-perishable shipment which in the opinion of the Freight Forwarder cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the shipper or any other reason, upon giving 21 days notice in writing to the customer. All charges and expenses with related to the storage and sale or disposal of the shipment will be paid by the customer.
- In addition to the previous Terms and Conditions, the customer agrees that he shall indemnify the Freight Forwarder against all liabilities suffered or incurred by the company arising directly or indirectly from or in connection with the customer's instructions or their implementation or the shipment and the customer needs to indemnify the Freight Forwarder in respect of any liability or even it may be under to any servant agent or sub-contractor or any hauler, carrier warehousemen or

other person who may be involved at any time with the shipment arising out of any claim made directly or indirectly against any such party by the customers or by any sender, shipper or the owner of the shipment or by any person interested in the shipment or by any other person in any circumstances.

- If the value of the shipment on the airway bill exceeds the amount that these Terms and Conditions mentioned, the shipper has to pay for the extra charges based on the carrier's terms on the charges of shipment and this is so called the special declaration. Under this circumstance, the responsibility of the carrier is up to the maximum value of the shipment. Yet, if there is any indemnification, the shipper needs to provide proof according to the damages of the shipment.
- Unless regulated by a Convention or any other applicable laws, the carrier is not responsible for any shortage, damage or delay due to government's ordinance or other factors that the carrier can not control. GU is not liable for the circumstance.
- When there is a shortage, loss or delay of the shipment, the weight of the shipment is used to evaluate the carrier's responsibility. The weight of the damaged shipment will be used to evaluate.
- PS. If there are any other regulations, these Terms and Conditions are based on the terms of Federation Aviation of the United States. If there is a shortage, loss or damage of the shipment, the weight of the shipment is used to decide the responsibility or on proportion according to the shortage or the delay of the shipment.
- The indemnification clause or restricted responsibility clause of the carrier applies to the carrier's agent, staff or its representative; any person, agent, staff or representatives that relate to the means of the transportation used. The carrier acts as the agent of the people mentioned here.
- Carrier agrees that it will try its best to finish the shipping. Yet, the carrier cannot guarantee that during the shipping, for the sake of the shipper, other types of transportation might be adopted without any notices. Carrier has the rights to choose or to change the shipping route.
- Carrier agrees that it will try its best to finish the shipping. Yet, the carrier cannot guarantee that during the shipping, apart from the United States of America, the Freight rate is applicable in those districts. Thus for the sake of the shipper, other types of transportation might be adopted without any notices. Carrier has the rights to choose or to change the shipping route. (This condition is only applicable for shipping in between United States of America.)

- The carrier will take the shipment or the parcel stated on the airway bill at either the truck station or the airport and agree to transport it to the designated airport. If there are other special agreements, the shipment or the parcel stated on the airway bill is transported to the originated destination and transported to the places other than the designated place. In this case, if the carrier is the one who signed the forward and re-forward airway bill, the responsibility is the same as the one stated in this airway bill. In other circumstance, the carrier who signs the airway bill is regarded as the shipper or the agent of the receiver. The carrier is not liable for any damages occurred during the re-forwarding of the shipment. Yet, there will be exemptions if there is any proof for any intentional damages of the shipment. When the shipper and the receiver need to authorize to take necessary precautions to complete the forward and re-forward shipment. Yet, the precautions may or may not include the choices of tools, as well as the voyage; the signing, receiving and the submitting of the shipping documents which includes the indemnification clause or the restricted terms; transport of the shipment without declaration, even the airway bill has already proved its value.

- The carrier has the rights, but is not under any obligation, to pay in advance for any taxes or fares that relate to the shipment. The shipper, owner or the receiver is liable for paying the fares. Unless the shipper requests, the carrier no longer has responsibilities to the shipment and will not pay in advance anymore.

- The notification of the delivery needs to be handed to the receiver or any person mentioned in the airway bill. The carrier is not liable for refusal or late admission of the notification of delivery.

- When the shipment arrived at the destination, the shipment is handled under the instruction of the shipper. The receiver can handle the shipment once they pay all the fares. Yet, if the receiver does not get the shipment immediately or unable to contact, the shipper has the rights to handle the shipment once the shipper pays all the fares.

- Shipper has to obey the law or ordinance of the countries that the shipment passed. That includes the packaging of the shipment, as well as the relevant restrictions. The shipper needs to provide the airway bill to the carrier. If there is any loss or needs to pay for any fines due to the late of the required documents, the carrier is not liable for the shipper as well as other people.

- When the shipper requests and pays for the insurance, it will be marked on the airway bill. If so, the insurance of the shipment will be recorded according to the value of the shipment. Meanwhile, the indemnification is bounded to be the actual damage and not exceed the value of the insurance. The insurance is based on its terms and conditions, unless it is proved to have extra danger. The insurance policy is allowed to be read in the office of the airway and the carrier has to give the insurance policy to prove. For the shipment that the carrier holds or stores in the customs, the carrier has the rights to request for the increased insurance fees so that the duration of insurance will be lengthened. If there is any insurance claim based on this Term, the carrier needs to be notified immediately, such as the address of the airway bill; or inform the designated place of the carrier or the office or the place of the carrier's agent or the insurance company.
- If any of these Terms and Conditions of this airway bill interferes with any laws or ordinances, that Term or Condition is still applicable. Yet, the invalidity or unenforceability will not affect any other part of these Terms and Conditions.
- Freight Forwarder is not the public carrier and it is bounded to handle the shipment under these Terms and Conditions. Neither the agents nor the staff of the Freight Forwarder has the authority to adjust or change the Terms and Conditions.
- Quotations are given on the basis of immediate acceptance and are subject to withdrawals or revisions. Moreover, unless agreed in writing, the Freight Forwarder can revise quotations or charges with or without notice in the event of charges based on currency exchange rates, rates of freight, insurance premiums or any charges applicable to the shipment after acceptance.
- When shipment is accepted or dealt with instructions to collect freight duties, charges or other expenses from the shipper or any other person, the customer is responsible for the same if it is not paid by such shipper or other person immediately when due.
- The Freight Forwarder is only responsible for any loss or damage to shipment or for any non-delivery or miss delivery if it is proved that the loss, damage, non-delivery or miss delivery occurred while the shipment which is in the custody of the Freight Forwarder and that such loss damage, non-delivery or miss delivery is due to the willful neglect or default of the Freight Forwarder or its own servants.
- Apart from the mentioned circumstances, the Freight Forwarder is under no liability no matter what happens or whether it is related to the shipment, instructions given, business advice, information of service or any related matters.

- No matter what happens or due to any reason, the compensation value from the Freight Forwarder will not exceed either the value of the relevant shipment or a sum at the rate of HK\$10.00 per kilo on the gross weight of the shipment or the maximum value will be HK\$20, 000 whichever is less.
- In any event, the Freight Forwarder is not discharged from all liabilities.
- Unless given a written instruction by the customer, the Freight Forwarder is not required to make any declaration for the purpose of any statute or convention or contract to the nature of value of any shipment or as to any special interest in delivery.
- When there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen, or others, shipment will be forwarded dealt with, at customer's risk or other minimum charges and no declaration of value, where optional, will be made unless being given a written instruction to the contrary which is given by the customer beforehand.
- Unless being requested for special arrangements in written forms, the Freight Forwarder will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive shipment or any shipment likely to cause damage. If the customer delivers any such shipment to the Freight Forwarder without any prior written requests, the customer is liable for all loss or damages, costs and expenses when the shipment needs to be destroyed or dealt with at the sole discretion of the Freight Forwarder or any other person in whose they may be at that time. If such shipment is accepted under written requests, they may be destroyed or otherwise dealt with as risk to other shipment, property, life or health. The so-called "shipment likely to cause damage" includes shipment which is likely to harbor or encourage vermin or other pests.
- PS. When the customer hands in dangerous goods, he has the rights to check if there is any staff that could handle with dangerous goods.
- Unless being requested for special arrangements in written forms, the Freight Forwarder will not accept or deal with bullion, coins, precious stones, jewelry, valuables, antiques, pictures, livestock or plants. If the customer deliver any such shipment to the Freight Forwarder without any prior written requests, the Freight Forwarder is not liable for or in connection with the shipment no matter what happened.

- All shipment and documents relating to the shipment is subject to a particular and general lien and right of detention for monies due either in respect of such treatment or for any particular or general balance or other monies due from the customer or the shipper or owner to the Freight Forwarder. If any monies due to the Freight Forwarder are not paid with one calendar month after notice has been given to the person from whom the monies are due that such shipment is being detained, it might be sold by auction or otherwise at the sole discretion of the Freight Forwarder and at the expense of such persons and the net proceeds applied in or towards satisfaction of such indebtedness.
- All agreements between the Freight Forwarder and its customers is governed by the Hong Kong Special Administrative Region (HKSAR) and be within the exclusive jurisdiction of the Hong Kong Courts.
- Materials, Dangerous goods, Prohibited or restricted items:
 - * No customs declaration is made when required by applicable customs regulations
 - * GU decides it cannot transport an item safely or legally, in which those items are not limited to animals, bullion, currency, bearer from negotiable instruments, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography and illegal narcotics or drugs.