

# ACI Worldwide Express Terms and Conditions

The following Terms and Conditions shall apply to all international express freight services provided by ACI Worldwide Express. If any provision of these Terms and Conditions conflicts with ACI Worldwide Express Air Waybill or other shipping documents, to the extent it conforms with Warsaw Convention or related rate regulations on redress freight responsibility, these Terms and Conditions (including appendices and amendments) shall apply.

Customers using ACI services shall deem to agree with these Terms and Conditions upon pickup of the Shipment by ACI. Customers' legal rights and authorities shall be strictly limited by freight transport contract (additional fees may apply).

## 1. Definition

The following terms shall apply to these Terms and Conditions between Customer and ACI.

ACI, We/Us/Our: ACI means ACI Worldwide Express, overseas branches, employees and/or agency offices.

Customer: Shipper, owner, consignee, holder of Air Waybill, addressee, owner of the contents of shipment or person holding legal rights to the contents of shipment.

Shipment: Shipment means all documents or parcels moving on a single Air Waybill.

Delivery: Air freight, land freight and/or other freight methods chosen by ACI.

## 2. Contracting Parties

These Terms and Conditions are entered into by and between ACI, who accepted Customer's Shipment, and subsidiaries or affiliated companies of ACI Worldwide Express and ACI Worldwide Express. ACI may subcontract whole or part of these Terms and Conditions according to these Terms and Conditions.

## 3. Customer Agreement

Customer, for him/herself and third party related to the Shipment, agrees to be bound by these Terms and Conditions upon delivery of the Shipment to ACI, regardless of whether the customer signed the Air Waybill. ACI's employees, agents and subcontractors do not have the authority to delete, alter or change these Terms and Conditions. ACI may not accept oral or written requests from Customers, which conflict with these Terms and Conditions.

All shipments must comply with ACI's charges, service information and the terms and conditions posted on our website (aciexpress.net).

## 4. Unacceptable Shipments / Security

We do not accept the following shipments.

- (1) It is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), IMDG (International Maritime Dangerous Goods) codes, ADR (European Road Transport Regulation on dangerous goods), any applicable government department or other relevant organizations.
- (2) It cannot clear customs as required by applicable customs regulations.
- (3) It contains items which ACI decides cannot be carried safely or legally (example: animals, currency or bearer form negotiable instruments, precious metals and stones, explosives, pornography or illegal narcotics).
- (4) Customer, by completing ACI's Air Waybill and transferring the Shipment, warrants that prohibited items, under ICAO Annex 17 and other national/international regulations, are not included in the Shipment. Customer must transfer the Shipment with detailed description of the contents to ACI; however, this will not end the Customer's responsibility. Please note that the Shipment may be subject to security inspection, including x-ray inspection, during Delivery for security purposes.

## 5. Deliveries and Undeliverables

- (1) Shipments cannot be delivered to PO boxes or postal codes (zip code). Shipments are delivered to the address given by shipper and consignee may not be a person. If the Shipment is deemed to be unacceptable, consignee refuses delivery or to pay for delivery, or to be unacceptable, or it has been undervalued for customs purposes, ACI shall use reasonable efforts to complete the delivery, but ACI is not responsible for incomplete delivery. Customer agrees to be responsible for service charges and related administrative costs.
- (2) Delivery to PO boxes are only acceptable with an accurate telephone number. Customer agrees that when delivery to PO box is not possible, Shipment will be delivered via mail delivery, and mail delivery shall be deemed a proof of delivery.
- (3) Weekends and holidays, and delays caused by events not under ACI's control, such as customs clearance are not within the delivery time as specified in ACI's print material. ACI will determine the routing, method of transportation of the shipments.
- (4) ACI will provide Delivery of Shipments that contain perishable or temperature-sensitive commodities when Customer accepts liability for any damage that may occur during Delivery.
- (5) ACI may use electronic devices for proof of delivery, and the Customer agrees not to oppose use of such electronic proof of delivery as evidence of delivery.
- (6) ACI is not liable for loss or damages caused by Customer's denial of return shipment.

## 6. Inspection

ACI and/or government authorities, including customs, has the right to open and inspect any Shipment without notice.

(Subject to aviation security controls by air carriers, and to other government regulations.)

## 7. Customs Clearance

- (1) We act as an agent of Customer for customs declaration and clearance. We may hire a third party to act as a subcontractor for freight customs declaration and clearance. If Customs require additional documentation for customs clearance, Customer must submit the documents at its own cost.
- (2) Customer warrants that statements and information related to import/export of Shipment are accurate. If the information on the Shipment or contents is inaccurate or intended to deceive customs authority, Customer may face civil liabilities or reported to the appropriate authorities which may result in confiscation or auction of the Shipment. ACI may assist the Customer in processing requirements from customs authorities or other regulatory procedure. Customer must protect and indemnify ACI for any harm, including litigation, that ACI may suffer due to information supplied by the Customer. ACI may demand costs associated with assisting Customer.
- (3) Customer or consignee shall be charged for fine assessed by the customs authority, storage fee, costs resulting from customs or government authorities' adjudication or costs resulting from insufficient preparation of required licenses or permits for customs clearance by Customer or consignee.
- (4) ACI will do our utmost for prompt processing of customs clearance; however, ACI is not liable for any delay, loss or damage caused by customs agents or relevant government authority.

## 8. Customer Responsibility

Customer is responsible for the following.

- (1) Specify the contents of all Shipments on the Air waybill
- (2) Customer must attach a description of contents of the Shipment on the outside, at a place clearly noticeable, for ACI to know the contents.
- (3) Provide a legible shipper / consignee contact name and telephone number, address and postal code on the Air Waybill.

- (4) Customer must package the contents with care for ordinary dangers that may occur during Delivery.
- (5) Customer warrants that the contents are unacceptable shipments as indicated in Section 4.
- (6) Air Waybill is signed by an employee authorized by Customer, and the Terms and Conditions are grounds to give enforceable legal obligations to the consignee.
- (7) When consignee or related party refuses to pay the charges, Customer must make payment, including fees, in cash within 7 days of receipt of bill.

Customer agrees to indemnify us for all expenses, losses, or costs, including legal costs, suffered by ACI in connection with Customer's termination of this warranty.

## 9. Our Liability

ACI and Customer's liability is strictly limited to kg/lb standard in this Section 9. Even if damage or loss is special or indirect, and the risk of such damage or loss was brought to ACI's attention before or after acceptance of the Shipment, Customer is liable for such special or indirect damage or loss. If Delivery was made using multiple methods, such as air freight, land freight or other types, unless otherwise proven, Shipment's loss or damage is deemed to have occurred during air freight. In such event, ACI is liable for up to USD100 and cannot exceed the below standard.  
- USD20.<sup>00</sup>/kg

## 10. Limitation on Liability

We are not liable in the following events and contingent events.

- (1) Incidental damage or loss (including, but not limited to, revenue, loss of profit, market, reputation, use of contents or opportunity loss), indirect loss from lost, damage, delay, non-delivery, mis-delivery of Shipment, even if such damage or loss may have been known by ACI.
- (2) ACI is not liable for temporary suspension of services caused by circumstances beyond ACI's control, and Our Guarantee service shall not apply. These include but are not limited to:
  - Natural Disaster: Earthquake, storm, flood, fire, epidemic, fog, snow, frost, etc.
  - Force Majeure: War, accident, terror, strike, plane crash, embargo, civil war, riot, etc.
  - Destruction of national or local air or land transportation system, mechanical problems associated with transportation method or delivery.
  - Special characteristics or defect of the Shipment: even if notified ACI at the time of acceptance.
  - Loss of, damage to, or irretrievability of data stored on media of any type, or for loss of information, including without limitation personal, health or financial information.
  - Any acts or omissions of any person other than ACI (shipper, consignee, third party, customs or other government official)
- (3) We are not liable to the extent of a public carrier, as we are not a public carrier.
- (4) ACI shall not be liable for any damages arising from ACI's inability, failure, or refusal to comply with a request to stop, return, or re-route a Shipment after tender to ACI.

## 11. Warsaw Convention

Where carriage by air involves an ultimate destination or stop outside the country of origin, the Warsaw Convention may apply. Warsaw Convention governs and in most cases limits the liability of carriers in respect of loss of, damage to or delay in cargo.

## 12. Delayed Delivery

ACI will do utmost to deliver the Customer's Shipment in accordance with our ordinary Delivery schedule; however, we cannot guarantee such schedule and is not part of these Terms and Conditions. We are not liable for any loss arising out of delayed delivery.

## 13. Indemnification

- (1) Customer pledges to not consent to a lawsuit or claim by a third party with interest in the Shipment, even if resulting from ACI's negligence or breach. If such lawsuit or claim occurs, Customer must compensate for costs incurred by ACI for such lawsuit or claim.
- (2) Customer must submit to ACI in writing any claim for loss, whole or in part, loss or damage of Shipment within 14 days of delivery or in case of delayed delivery, within 21 days of delivery, and it must include detailed information. ACI is not obligated to respond to any claim until all freight charges have been paid. or ACI has the right to deduct claimed amount from the Charges.
- (3) Unless damages are recorded on POD (proof of delivery) during the Delivery, ACI acknowledges and assumes that the Shipment has been delivered without any issue. If Customer claims damage, all contents and packaging materials shall be retained in the original shipping container, in the same condition as when the damage was discovered, until inspected by ACI.
- (4) Customer's right to claim shall terminate unless a suit has been filed with an appropriate government authority within 6 months from the date ACI accepted the Shipment and/or loss of the Shipment.

## 14. Charges and Application of Charges

Our Charges are billed and calculated the higher of actual weight and dimensional weight, and We have the right to re-measure for accuracy.

- (1) Customer must pay the Charges and VAT on the Air Waybill within 7 days of the bill.
- (2) Import duties, VAT and other costs assessed by the destination country's customs must be paid by the consignee; however, if the consignee refuses payment, Customer is ultimately liable for and agrees to pay all charges, including in the event of insolvency, bankruptcy, nonpayment or refusal to pay by the consignee or a third party, regardless of the method of payment selected at the time of shipment. Customer must pay the freight costs within 7 days of our notice of non-payment by the consignee.
- (3) If Customer's credit status is not satisfactory, ACI could delay delivery or return the Shipment until agreement on alternative method of payment is made.
- (4) Customer is liable for all costs related to Delivery, including pre-paid duties, taxes and other related costs, regardless of other conflicting payment guidelines.
- (5) Customer agrees to pay a US\$ 10 processing fee for non-payment due to insufficient funds and/or credit returned, regardless of reason.
- (6) Any costs associated with collection of Charges, on any transaction, is responsibility of the Customer. These costs include, but not limited to, attorney fees, collection agency fees, interest charges, and judicial costs.
- (7) We have the right to sell or accept profits from the Shipment in our possession for unpaid Charges from current or previous delivered Shipments from the Customer.

## 15. Additional Charges for Fuel

ACI reserves the right to institute a fuel surcharge and others on some or all Shipments without prior notice. This surcharge will be applied to such service and for such periods as ACI, in its sole discretion, may determine necessary.

## 16. Governing Law and Severability

- (1) Any dispute arising under or in connection with these Terms and Conditions shall be subject jurisdiction of the courts of, and governed by the laws of, the country of origin of the Shipment.
- (2) If one or more provisions of these Terms and Conditions shall be held to be invalid, illegal or unenforceable by a judicial authority, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.