

## 三通國際快運有限公司 - 運送契約條款

1. 寄件人必須據實申報托運內容，如有不實申報，其所產生之責任、損失由寄件人負完全之責任，寄件人並賠償 三通國際快運有限公司 (下稱「本公司」) 的一切損失。
2. 本公司之托運單屬單純運送契約，為不得轉讓之證件。
3. 本公司對下列之物品拒絕承運：
  - ◇ 違禁品、易燃、易腐爛或具有毒性、爆炸性、殺傷性、腐蝕性、及放射性之危險品。
  - ◇ 毒品或吸毒相關之器具或任何違禁品。
  - ◇ 妨害風化之圖書、照片、雕塑品及器具。
  - ◇ 侵害商標、著作權或智慧財產權之物品。
  - ◇ 貨幣、金銀、珠寶、古董、貴重金屬或有價證券。
  - ◇ 活的動、植物或種子。
  - ◇ 具通信性質之信函。
  - ◇ 寄往國家管制進口、或國際公約禁止之物品。
  - ◇ 妨害飛航安全之物品。
4. 本公司在必要時或政府機關要求下，有權隨時打開托運物品以供本公司或政府機關檢驗。
5. 托運物品在運送過程中，會轉交當地快遞/物流公司處理，寄件人同意及清楚明白運送貨件的一切路線及途徑由本公司自行決定及本公司只是協助寄件人在當地轉運托運物品，當中本公司並沒有收取寄件人任何服務費用。
6. 托運物品如運送途中發生滅失或破損情形，包括外包裝及箱內貨件，本公司一概不負責任。
7. 托運物品如運送途中發生遺失整箱貨件情形，除發生原因有戰爭、颱風、地震、水災等人力不可抗拒因素，本公司不負賠償責任外，其餘賠償原則如下：
  - ◇ 托運物品為文件類或非文件類，原則予以免費補寄，如無法補寄，本公司每托運提單之最高賠償責任為遺失整箱貨件之運費三倍賠償或最高賠償金額為港幣\$5,000，兩者以較低者為賠償金額。
  - ◇ 賠償要求必須在寄件日起三十天內以書面正式向本公司提出並俱附相關之證明文件。
  - ◇ 如托運物品價值超過本公司之賠償金額時，寄件人有責任必須向保險公司為貨件購買保險，並負責一切保險費用。
8. 運送途中發生延誤，本公司將不負責賠償任何損失，寄件人並必須負責該筆全部運費。
9. 本公司不負責托運物品因滅失、破損、遺失及延誤所衍生之任何責任及損失。
10. 貨物被收件人拒收，本公司一概不負責任。
11. 如寄件人欠款，本公司有貨物留置權。
12. 一切寄件人的疏忽而使本公司有任何責任或損失，寄件人願意賠償本公司之一切損失。
13. 如因寄件人疏忽使貨品不能正常通關或通過有關國家貨品檢定標準或取得有關牌照，本公司不承擔任何責任。
14. 本公司運送契約有關之權利義務，除上列條款外，空運托運貨件，則適用於「華沙公約」及「蒙特利爾公約」之規定；陸運托運貨件，則適用於 國際公路貨物運送公司「CMR 公約」之規定。
15. 收件人因任何原因而拒付之到付費用或拒收已到達目的地之貨物，寄件人必須無條件負責該筆運費及相關產生之費用。
16. 本公司托運提單背面之運送契約條款已不適用，所有運送契約條款以此份為準。

注意：如中文譯本與英文譯本在文義上出現分歧，概以英文本為準。

## Three Lines International Express Limited - Conditions of Service

1. The sender shall declare the content of consignment(s) accurately. If any false declaration is made by the sender, the sender shall be liable for any responsibility and loss incurred. The sender shall also compensate any loss incurred to Three Lines International Express Limited ("the company").
2. The shipment waybill of the company is not transferable.
3. The Company do not ship the following items:
  - ◇ Prohibited, combustible, perishable goods or dangerous goods which are poisoned, explosive, corrosive and radioactive;
  - ◇ Drugs or any utensils or relevant prohibited items of drug-taking;
  - ◇ Pornographic materials;
  - ◇ Counterfeit, pirated goods which infringe on trademark, copyright or intellectual property rights;
  - ◇ Currency, bullion, jewellery, antiques with value, precious metals and stones or negotiable securities;
  - ◇ Live animals, plants or seeds;
  - ◇ Letters for which the content is controversial, religious or political sensitive to certain countries;
  - ◇ Restricted items for import or prohibited items by International Covenant;
  - ◇ Goods which will endanger the safety of air transport.
4. Whenever necessary or on the request of the government authority, the Company shall have the right to unpack the consignment(s) for inspection of the Company or the government authority.
5. Whilst being transported, consignments may be entrusted to third party logistics providers. Customer understands and agrees that the company has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods and that the company assists customers with their delivery with no extra charge.
6. The Company shall not be liable for compensation if there is any loss or damage to the consignment(s) includes the secondary packaging and the contents of the consignment(s) during the course of delivery.
7. The Company shall not be liable for compensation for the loss of the entire batch/lot of the consignment(s) during the course of delivery due to the reason of a force majeure event such as war, typhoon, earthquake and flooding. Other types of compensation shall be made as follows:
  - ◇ Re-delivery would be arranged for free if the consignment(s) is/are document(s) or non-document(s). The maximum compensation offered by the Company would be equal to three times of the delivery fee per shipping unit or HK\$5,000, whichever is less, in the case that re-delivery cannot be arranged;
  - ◇ Any compensation request should be made in writing to the Company within 30 days after the date of shipment, attached with relevant supporting document(s);
  - ◇ In the case that the value of the consignment(s) is over three times of the Company's delivery fee or HK\$5,000, whichever is less, the sender shall be liable for purchasing an insurance against the consignment(s) from the insurance company and be liable for all insurance costs.
8. The Company shall not be liable for any loss incurred by any delay during the course of delivery. The sender shall absolutely be liable for the delivery fee.
9. The Company shall not be liable for compensation and any loss incurred by any loss, damage and delay of the consignment(s).
10. The Company shall not be liable for any rejected consignment(s) by the consignee.
11. The Company shall have a lien on the consignment(s) if the sender fails to settle all payment.
12. The sender shall be willing to compensate the Company for any liability or loss of the Company due to its negligence.
13. The Company shall not be liable for any failure of the consignment(s) to obtain regular clearance or to pass relevant national cargo verification standard(s) or to obtain relevant license(s) due to the negligence of the sender.
14. In addition to the clauses listed above, the rights and obligations of the Company under any delivery contract shall apply as stipulated by the "Warsaw Convention" and the "Montreal Convention" for air transportation and the "Convention on the Contract for the International Carriage of Goods by Road" for land transportation.
15. The sender shall absolutely be liable for the delivery fee and relevant costs incurred by refused payment or refused goods at destination by the consignee for any reason.
16. The Conditions of Service on the back side of airwaybill of the Company is no longer applicable. Please based on this Conditions of Service.

NOTE: In case of discrepancies between the English and Chinese version, the English version shall apply and prevail.

運送契約條款一經簽署及遞交予本公司代表貴公司及簽署人已清楚明白及接受以上運送契約條款。

By signing and giving the Conditions of Service to the Company, this represents your company and the authorized signatory person accept and acknowledge the Conditions of Service above.

For and on behalf of the Applicant

授權人簽署及公司蓋印  
Authorized Signature & Company Chop

姓名及職位  
Full Name & Title

日期  
Date

TLCOS(2)