

TERMS AND CONDITIONS OF SPEEDPOST SERVICES

1 Definitions

1.1 The following definitions shall apply to the terms and conditions set out below:

- (i) "article" means any object or thing submitted to SingPost for delivery under any Service;
- (ii) "Customer" means the customer applying to use the Service;
- (iii) "Document Pack" includes letters, business papers, plans, blue prints, computer printouts and the like, weighing not more than 1 kg and which SingPost in its absolute discretion regards as a Document Pack;
- (iv) "Package" means articles not regarded as Document Packs but excluding articles prohibited by Clause 4.2 hereof;
- (v) "Postal Parcel Guide" means SingPost's general postal information and the requirements for the exportation of Document Packs and/or Packages overseas;
- (vi) "International Postal Parcel Regulations" means regulations of the Universal Postal Union, as the same may be changed from time to time;
- (vii) "Service" means any one or more of the Speedpost Islandwide, Speedpost EMS, Speedpost Parcel (Air & Surface), Speedpost Freight, Speedpost Express and/or Speedpost Customised Import services offered by SingPost;
- (viii) "SingPost" means Singapore Post Limited, a company with company registration number 199201623M, incorporated under the laws of the Republic of Singapore and having its registered office at 10 Eunos Road 8, Singapore Post Centre, Singapore 408600.

2 Customer's Responsibility

2.1 The Customer shall:

- (i) provide SingPost at least three (3) working days' written notice of any changes in scheduled collection;
- (ii) provide SingPost with no less than the agreed number of articles in each calendar month and the total weight of each individual article shall not exceed the respective weight limits as may be prescribed by SingPost from time to time;
- (iii) promptly pay all amounts due to SingPost on demand. Prevailing charges for the Service apply. For more information, please log on to www.speedpost.com.sg to download the relevant Service brochure or call 1800-2225777;
- (iv) be liable for any charges, costs or expenses of whatsoever nature, including but not limited to storage charges, duties and taxes, retrieval and administrative costs in connection with the services performed and/or the article in the event that the addressee refuses to pay them; and
- (v) indemnify and keep SingPost indemnified at all times from and against all demands, claims, actions, proceedings, charges, postages, costs or expenses, including but not limited to storage charges, duties and taxes, retrieval and administrative costs (including reasonable legal costs) incurred, suffered, or sustained by SingPost in connection with the services performed hereunder.

2.2 The Customer shall ensure that:

- (i) every article is packed in a reasonably strong case, wrapper or cover appropriate to its contents, and so that no part of the contents can be removed without either breaking or tearing the case, wrapper or cover or forcing two adhesive surfaces apart, or breaking a seal;
- (ii) all contents of the article are adequately packed so as to protect against damage in the course of transmission and in particular, but not limited to:
 - (a) an article which is of a fragile nature shall be packed in a container of sufficient strength and shall be surrounded in that container with sufficient and suitable material to protect the article against the effect of such concussion, pressure and knocks to which postal articles are ordinarily exposed in transmission, and the article shall bear the words "FRAGILE HANDLE WITH CARE" written conspicuously in capital letters on the face of the cover above the address of the addressee;
 - (b) an article which is liable to be damaged by bending shall be packed in a container of sufficient strength to prevent the article from being bent or otherwise damaged in transmission, and the packet shall bear the words, "DO NOT BEND" written conspicuously in capital letters on the face of the cover above the address of the addressee;

- (iii) articles prohibited by any law in force in the Republic of Singapore and the country of destination for transmission will not be handed to SingPost;
- (iv) the name, address and the telephone number of the sender and addressee are completed accurately. For articles that are addressed to companies, the name of the company, address, name of addressee and department/section in which the addressee is located must be provided to ensure prompt delivery of articles;
- (v) an article complies with its destination country's prevailing size and weight restrictions applicable to the specific Service pursuant to which such article is to be transmitted. For more information, please log on to www.speedpost.com.sg to download the relevant Service brochure or call 1800-2225777;
- (vi) every article to be sent via Speedpost EMS Service, Speedpost Parcel (Air & Surface) Service, Speedpost Freight Service, Speedpost Express Service and Speedpost Customised Import Service complies with the terms and conditions specified in the Postal Services Guide or other documents provided by SingPost for the respective country of destination; and
- (vii) every article to be sent via Speedpost Islandwide Service is addressed accurately to any destination only within the main island of the Republic of Singapore (including Sentosa Island but excluding the other off-shore islands), but excluding Paya Lebar Airport (Communication Centre) and Changi Airport (transit and restricted areas only).

3 SingPost's Rights and Responsibilities

- 3.1 SingPost shall take all reasonable precaution to prevent unauthorised persons from having access to the articles(s) or their contents and shall also take all reasonable precaution against loss of or damage to the same or their contents.
- 3.2 SingPost shall make reasonable effort to deliver the Customer's article according to the respective Service delivery schedules which are estimates only and not guaranteed. The deliveries are subject to possible delays including but not limited to delays by customs or government authorities of the destination country. SingPost shall however not be liable (whether in contract, tort or otherwise) for any delays in effecting delivery of the article for whatever reasons.
- 3.3 The Customer may request for SingPost to collect an article for delivery under any Service subject to such terms and conditions (including but not limited to payment of additional charges) prevailing from time to time and further described in the relevant Service brochure which may be downloaded from www.speedpost.com.sg. The Customer shall be liable for additional charges if requests for collections are subsequently cancelled. There is no collection service from Paya Lebar Airport (Communication Centre), Changi Airport (transit and restricted areas only), offshore islands and such other areas as may be determined by SingPost from time to time. Additional charges are applicable if collections are to be made at certain restricted areas as determined by SingPost from time to time. For details on the collection service and the list of restricted areas, please log on to www.speedpost.com.sg to download the relevant Service brochure or call 1800-2225777.
- 3.4 There will be no collections and/or deliveries on Sundays, gazetted public holidays and after 12.30 pm on Saturdays.

4 Articles Which Are Unacceptable For Carriage By SingPost

- 4.1 SingPost reserves the right to reject any article(s) submitted by the Customer without assigning any reason whatsoever.
- 4.2 Without prejudice to the generality of Clause 4.1 above, the Customer shall not despatch and SingPost reserves the right to refuse any articles that, in SingPost's sole and absolute discretion, are:
 - (i) prohibited by law, such as explosives, poisons, flammable items, radioactive material, compressed gas, corrosive, firearms and any items which by its nature or packing may expose officers of SingPost to injury or cause damage to other articles; or
 - (ii) infectious and non-infectious perishable substances and radioactive materials.
- 4.3 The Customer is liable for any loss or damage suffered by any third party as a result of any breach of the terms set out in Clause 4.2 above.
- 4.4 By using the Services hereunder, the Customer warrants that the article submitted is acceptable for transportation. The Customer agrees that the following are deemed unacceptable for shipment:-

- (i) articles classified as hazardous material, dangerous goods, prohibited or restricted by the International Air Transport Association (“IATA”), the International Civil Aviation Organisation (“ICAO”), Postal regulations, any applicable government department or other relevant organization:
- (ii) if no customs declaration is made when required by applicable customs regulations; or
- (iii) if SingPost determines that an article cannot be transported safely or legally (including but not limited to, animals, bullion, currency, bearer form negotiable instruments, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs).

- 4.5 The list of prohibitions on importation for different destinations may change from time to time and the Customer may obtain the said list by calling 1800-2225777 or logging onto www.speedpost.com.sg to download the relevant Service brochure.
- 4.6 SingPost may (but shall not be bound to) in its sole discretion, open and inspect for any reason the article, including but not limited to the verification of its contents at any time. SingPost shall charge the Customer the shipment charges according to the contents of the article discovered on such opening and inspection. The article is subject to customs clearance and inspection by customs or government authorities of the destination country.

5 Customs Declaration

- 5.1 The customs declaration should be completed by the Customer in English or in a language which is accepted in the country of destination.
- 5.2 To clear the article with the customs in the country of destination, the customs in the country of destination needs to know the contents of the article. The Customer must therefore complete the customs declaration fully, accurately and legibly. Any false, inaccurate or misleading information may lead to a delay in customs clearance, a fine or seizure of the article by the relevant customs authority.
- 5.3 It is also the Customer’s responsibility to inquire into import regulations (prohibition, make up, etc) and to find out what documents, if any (including but not limited to certificate of origin, health certificate, commercial invoice, packing list, import licence, exemption certificate, etc) are required in the country of destination and to attach these to the consignment note. Each article must be accompanied by one original and one duplicate copy of the invoice.
- 5.4 Any customs penalties, storage charges or other expenses including but not limited to duties and taxes that are incurred as a result of the actions of customs or governmental authorities or the Customer or the addressee, or as a result of the addressee’s failure to provide proper documentation and/or to obtain the required licence or permit, will be charged to the addressee of the shipment. In the event that the addressee refuses to pay, the Customer shall be liable for these charges.
- 5.5 By using any Service hereunder, the Customer agrees to the disclosure of his/ her/ its information to third parties to facilitate customs clearance of the article.

6 Undeliverable and/or Rejected Shipments

- 6.1 Articles are delivered to the addressee’s address as given by the Customer but not necessarily to the named addressee personally. Articles to addresses with a central receiving area will be delivered to that area. If the addressee refuses delivery or to pay for delivery, or the article is deemed to be unacceptable, or it has been undervalued for customs purposes, or the addressee cannot be reasonably identified or located, SingPost shall use reasonable efforts to contact the Customer and agree on the appropriate action to take, failing which the article may be released, disposed of or sold by SingPost without incurring any liability whatsoever to the Customer or anyone else. The proceeds may be applied against any charges including but not limited to service charges and related administrative costs. The balance of the proceeds of the sale (if any) shall be returned to Customer. The Customer will be liable for costs incurred in forwarding, disposing of or returning the shipment and charges, including but not limited to storage charges, duties and taxes (if any) for making additional delivery attempts and/or for performing the agreed action to be taken.

7 Retrieval of Consignment Note

- 7.1 SingPost may retrieve a copy of the Customer's consignment note upon the Customer's request provided that SingPost receives payment of S\$ 5* for every request and the article was sent within six (6) months of the date of the request. The processing time required for each request is at least five (5) working days.

Requests may be made via:

- (i) Telephone by calling 1800- 2225777; or
- (ii) SingPost's website at www.singpost.com/contactus.

8 Limitations and Exclusions of SingPost's Liability

- 8.1 Notwithstanding Clause 3.1, on condition that SingPost is satisfied that the Customer's claim of loss or damage to the article(s) or contents thereof is justified, the parties agree that SingPost's liability for any loss of or damage to any article or its contents shall be limited to:-

- (i) for articles sent via Speedpost Islandwide Services: a maximum amount of S\$60 per consignment note or the declared value of the article, whichever is lower;
- (ii) for articles sent via Speedpost EMS Service: a maximum amount of S\$150 per Package and S\$60 per Document Pack or the declared value of the article, whichever is lower;
- (iii) for articles sent via Speedpost Parcel (Air & Surface) Service: such maximum amount as shall be stipulated in the current International Postal Parcel Regulations;
- (iv) for articles sent via Speedpost Freight Service: such maximum amount as shall be prescribed by the IATA;
- (v) for articles sent via Speedpost Express Service: such maximum amount as shall be prescribed in the Consignment Note for the Speedpost Express Service; and
- (vi) for articles sent via Speedpost Customised Import Service: a maximum amount of S\$150 per Package and S\$60 per Document Pack or the declared value of the article, whichever is lower.

- 8.2 All claims for loss or damage to the articles must be made:-

- (i) with respect to an article sent via Speedpost EMS Service: within fourteen (14) days from the date SingPost accepts the article;
- (ii) with respect to an article sent via Speedpost Parcel (Air) Service: within thirty (30) days from the date SingPost accepts the article;
- (iii) with respect to an article sent via Speedpost Parcel (Surface) Service: within ninety (90) days from the date SingPost accepts the article;
- (iv) with respect to an article sent via Speedpost Islandwide Service: within fourteen (14) days from the date SingPost accepts the article;
- (v) with respect to an article sent via Speedpost Express Service: within thirty (30) days from the date SingPost accepts the article;
- (vi) with respect to an article sent via Speedpost Customised Import Service: within fourteen (14) days from the date SingPost accepts the article;

failing which SingPost shall have no liability whatsoever. Such claims must be made in writing, accompanied by the original copy of the consignment note, supporting documents and relevant invoices or receipts, failing which the claim will be considered null and void. Please submit all claims to :-

Manager (Customer Relations)
Singapore Post Limited
10 Eunos Road 8, #01-33
Singapore Post Centre
Singapore 408600

- 8.3 SingPost shall not in any case be liable for:

- a) any indirect or consequential loss or damage (including but not limited to the loss of profits, business, anticipated savings);
- b) any loss or damage arising from or in connection with :
 - i) its failure to perform any of its obligations hereunder if such failure is the result of circumstances outside its control including but not limited to the outbreak of war, any governmental act, explosion, accident, civil commotion, riot, industrial dispute, strike, lockout, stoppages or restraint of labour from whatever cause whether partial or general, weather conditions, traffic congestion, mechanical breakdown, obstruction of any public or private road or highway or any other force majeure, fire, flood or any other act of God;
 - ii) any defect in respect of the article, even if known to SingPost when SingPost accepted it.

- iii) the Customer's acts of omission, including but not limited to insufficient or improper packing, security or addressing;
 - iv) any action or omission by anyone other than SingPost including but not limited to:
 - 1. the Customer, as the sender of the article;
 - 2. the addressee;□
 - 3. an interested third party;
 - 4. customs or other government officials; and
 - 5. the carrier or other third party contracted by SingPost to serve locations that SingPost does not serve directly. SingPost shall not be liable even if the Customer did not ask or know about a third party arrangement.
 - v) electrical or magnetic damage to, or erasure of electronic or photographic images or recordings;
 - vi) any loss of secrecy in communication arising from the use of the Service;
 - vii) the hazardous, fragile or brittle nature of the mechanical derangement of the goods;
 - viii) any consequences of delay or confiscation by any competent authority as a result of the discovery of prohibited contents;
- c) delay or non-delivery of the article arising from the detention of the article by the customs or any government authority of the destination country.

9 Entire Agreement

- 9.1 These terms and conditions and the terms of carriage as set out in the consignment note for the relevant Service (hereinafter referred to as "Consignment Note Terms and Conditions"), as the same may be amended from time to time, shall constitute the entire understanding between the parties hereto and supersedes and replaces any prior agreements and negotiations related to the subject matter herein.
- 9.2 In the event that any of these terms and conditions is inconsistent with the Consignment Note Terms and Conditions, the Consignment Note Terms and Conditions shall prevail.

10 Amendments

- 10.1 SingPost reserves the right to amend any of the terms and conditions herein stated without any prior notice and the Customer shall be bound to observe and comply with the terms and conditions herein and any amendments thereof.

11 Severability

- 11.1 If any of the provisions herein becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

12 Applicable Law and Jurisdiction

- 12.1 These terms and conditions shall be subject to and construed in accordance with the laws of the Republic of Singapore. All proceedings in relation to any matter in dispute arising out of or in connection with these terms and conditions shall be commenced in the courts of the Republic of Singapore and the parties hereby submit to the exclusive jurisdiction of such courts.
- 12.2 For the avoidance of doubt and without prejudice to sub-clause 12.1 hereof, it is hereby agreed and understood that these terms and conditions shall, notwithstanding anything contained herein, be subject to the Postal Services Act (Cap. 237A) including any statutory modification or re-enactment thereof and any rules and regulations made thereunder and any directions whatsoever which the Info- Communications Development Authority of Singapore has given or may give to SingPost or under any provisions of any license granted by the Info-Communications Development Authority of Singapore.

**All charges stated herein are exclusive of Goods and Services Taxes ("GST") and are subject to prevailing GST.*