

SERVICE AGREEMENT

– Outbound Shipment(s):

- Shipments originating from the US exporting to a foreign country will be classified as an outbound shipment.
- Billing weight for shipments will be according to SPEX measurement or in the case that the shipment did not go through SPEX inspection, billing weight will be according to the specific carrier of that shipment.
- Shipments will be evaluated by gross and dimension weight. The heavier of the two weights will be the billing weight.

– Parcel Delivery Service Term:

- The carrier will deliver said shipment to the Delivery Point as instructed by the shipment's airway bill as created by the customer (shipper).
- The shipper must provide clear and complete address for the Delivery Point and a local contact telephone number.
- SPEX reserves the right to hold shipment based on unclear consignment address, incomplete information, or if the shipment is deemed as dangerous and undeliverable.
- SPEX reserves all rights to open and inspect parcels if it is deemed to contain undeliverable or dangerous goods.
- Delivery dates and times may not be guaranteed and shall be subjected to the carrier's selected terms and conditions.
- Delays caused by Custom holds are not to be calculated as part of transit times.
- If the carrier is unable to deliver the Consignment due to the shipper's failure to complete all appropriate customs documentation and/or pay any import/export duties and/or taxes for the relevant countries in which the Consignment will be carried, no refund will be given and the shipper will be liable for additional costs.
- If the consignment is impounded as a result of your failure under these terms and conditions, the Carrier and the Company accept no responsibility for any loss or damage suffered.
- If the Consignment has to be returned to the origin due to the client's failure under these terms and conditions then no refund of the delivery costs will be given and you may be liable for additional charges.
- SPEX will not deliver to address of P.O. Boxes or postal codes.
- Parcels will be deemed as undeliverable if the receiver refuses delivery or charges for delivery, or if the shipment is deemed to be unacceptable.
- In the case of undeliverable shipments, SPEX will use reasonable means to return the shipment at the shipper's cost.
- Seized shipments failing release by Customs will be disposed of at the shipper's cost
- SPEX shall not in any way be liable in terms of cost and condition of shipment if it has been seized by Customs.

– Shipment Delivery: Loss or Damage

- Any loss or damages must be made aware to Super Parcel Express within 7 business days upon consignee's acceptance of shipment, failing to do so will release SPEX from any and all liability.

- Any claim for loss or damage of the Consignment shall be handled in accordance with the Carrier's terms and conditions.
- The value of the consignment will be based on the amount indicated by the shipper on the commercial invoice of the said consignment.
- SPEX has the right to refuse claim of any consignment if the value indicated by the shipper has been falsified.
- SPEX will not be held liable for damages or loss to the Consignment due to Force Majeure Event.
- A Force Majeure Event includes any act, event, non-happening, omission or accident beyond SPEX's reasonable control and includes in particular (without limitation) the following:
 - Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster. Or any other events deemed as "acts of god".
 - Impossibility of the use of means of transport such as: railways, shipping, aircraft, motor transport or other means of public or private transport.
 - The acts, decrees, legislation, regulations or restrictions or any government.

– Restricted Items

- Restricted items include, but are not limited to: items that are considered fragile, highly valuable, and indecent.
- An item shall be deemed as unacceptable if it is classified as hazardous material, dangerous goods, prohibited or restricted articles by the International Air Transport Association (IATA), International Civil Aviation Organization (ICAO), or any other applicable government department or organization.
- SPEX reserves the right to decide the transferability of an item safely or legally; such items can include, but not limited to: currency, animals, precious metals, stones, firearms, ammunition, human remains, pornography, and/or illegal narcotics.

DHL / FedEx / UPS Surcharge Guide

- Address Correction: In cases of incorrect or incomplete consignee address, including missing postal codes, DHL/FedEx/UPS will research, redirect and, when possible, deliver the shipments for an additional \$16.00 per shipment.
- Non Standard Delivery: A \$10.00 surcharge per waybill will apply for customers who call their pickup requests into Customer Service or request them via the web or shipping system.
- Overweight Piece: DHL/FedEx will apply a surcharge of \$89.00 per piece for any shipment containing one or more single pieces that exceed the non-conveyable actual weight of 150 lbs. for shipments originating outside of the US.
- Oversize Piece: DHL/FedEx/UPS apply a surcharge of \$89.00 per piece for non-palletized shipments containing one or more single pieces with any single dimension in excess of 48 inches for shipments originating in the US, or 120 centimeters for shipments originating outside of the US. This charge also applies to pallets with a base of 48 inches for shipments originating in the US, or 120 centimeters for shipments originating outside of the US.
- Remote Area services: Any package destined to select on-forwarding or remote postal codes in DHL/FedEx's international delivery area will be subjected to a surcharge of \$0.38 per lb. with a minimum of \$38.00.
- Customs Network Fee/ Payment Deferment Fee: Any packages imported from a foreign country into the US can be subjected to taxes and duties. Procedures involving paper work filed by DHL/FedEx on behalf of the shipper and consignee will be charged a minimum fee of \$15.00.
- Import/Export Duty: A fee determined by the shipment will be incurred when said shipment is imported into the US from a foreign country.

*Special Note

Any related fees as a result of the 3rd party service guide.

All fees and charges may change according to DHL and FedEx and UPS website, without further notification.

When ordering SPEX's services, you as the "Shipper", are agreeing on your behalf and on the behalf of anyone else with an interest in the Consignment that the Terms and Conditions shall apply from the time that SPEX accepts the Consignment unless otherwise agreed upon in writing.

By signing this agreement, you agree and acknowledge that SPEX has reviewed and given all the necessary documents pertaining to the agreement of this contract.

✓ _____ Print Name	_____ Company
✓ _____ Signature	✓ _____ Date

Please complete this agreement and return via

FAX: 626-969-7739 or E-mail: cs@spexcourier.com

Questions? Call us at service hotline 1-626-691-2940 or toll free 1-855-7739-669 (SPEX-NOW)