

General Terms & Conditions of Qxpress Services

1. Definitions

- 1.1. **Charges** mean any fees, any surcharges, any cost, or any postage payable by the customer in connection with any Qxpress Services.
- 1.2. **Customer** means any company or any individual who applies or subscribes for Qxpress Services.
- 1.3. **DPC** means the Delivery Processing Centre of Qxpress.
- 1.4. **EMS** means the Express Mail Services of any Postal Services Company.
- 1.5. **FSC** means the Fulfillment Services Centre of Qxpress.
- 1.6. **Giosis** means the companies who operates Qoo10 e-commerce platform, including Giosis Pte Ltd but not limited to all foreign companies or subsidiaries operated by Giosis Holdings.
- 1.7. **GST** means the prevailing tax imposed under the Goods and Services Tax Act.
- 1.8. **IATA** means International Air Transport Association.
- 1.9. **ICAO** means International Civil Aviation Organization.
- 1.10. **Item Size** means the total sum of width(cm), length(cm) and height(cm).
- 1.11. **Long Keep Store** means the place where being stored by Qxpress.
- 1.12. **Operation Days** means Mondays to Fridays 9am to 6pm, Saturdays 9am to 1pm, excluding Sundays and Public Holidays.
- 1.13. **Parcel Size** means the total sum of width(cm), length(cm) and height(cm).
- 1.14. **POD** means the Proof Of Delivery.
- 1.15. **POP** means the Proof Of Pickup.
- 1.16. **QFS** means Qxpress Fulfillment Services.
- 1.17. **QWMS** means the Qxpress Warehouse Management System owned by Qxpress.
- 1.18. **Qxpress** means Qxpress Pte Ltd.
- 1.19. **RA Zones** mean the Restricted Area Zones that can't be delivered by Qxpress.
- 1.20. **SKU** means Stock Keeping Unit.
- 1.21. **Specific Terms & Conditions** mean the terms & conditions described by Qxpress with the respect to the provision of each specific service.
- 1.22. **Volume Weight** shall be calculated by the formula; width(cm) x length(cm) x height(cm) / 6,000 and applied to the International Delivery Services of Qxpress.

2. Application of General Terms & Conditions

- 2.1. The General Terms & Conditions of Qxpress Services shall apply to each and all the Services whenever applied for or provided to the Customer, in addition to any Specific Service Terms & Conditions, except to the extent, if any, expressly excluded in the Specific Service Terms and Conditions, provided that:
- 2.1.1. In the event of any conflict or inconsistency between any provision of the Specific Service Terms & Conditions and any provision of these General Terms & Conditions, the provision of the Specific Terms and Conditions shall prevail
- 2.1.2. All rights conferred on Qxpress under these General Terms & Conditions with respect to any matter or event shall be additional to the rights conferred on Qxpress under the Specific Terms & Conditions with respect to that matter or event.

3. Domestic Delivery Services

- 3.1. Customer's Responsibilities
- 3.1.1. The parcel should be packed in a reasonably strong case, wrapper, container or carton box appropriate to its contents, and so that no part of the contents can be removed without either breaking or tearing the case, wrapper, container or carton box, or forcing two adhesive faces apart, or breaking a seal.
- 3.1.2. All contents of the parcel are adequately packed so as to protect against damage in the course of transportation and in particular, but not limited to:
- 3.1.2.1. The parcel 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 parcel against the effect of such external shocks, pressure and knocks to the parcel and the parcel shall bear the words, and/or paste the sticker "FRAGILE", and/or "HANDLE WITH CARE" prominently on the surface of the box or the case.
- 3.1.2.2. The parcel which is liable to be damaged by bending shall be packed in a container of sufficient strength to prevent the parcel from being bent or otherwise damaged in transportation, and the parcel shall bear the words, and/or paste the sticker "DO NOT BEND" prominently on the surface of the box or the case.
- 3.1.3. The minimum size of the parcel must be over width 10cm x length 15cm so that Qxpress waybill can be put on.

- 3.1.4. The weight of the parcel must not exceed 30Kg.
- 3.1.5. The maximum of the Parcel Size must not exceed 300cm and the largest dimension of the parcel may not exceed 150cm.
- 3.1.6. The Customer must provide the below information to Qxpress;
 - 3.1.6.1. The Customer's name, the address and the postal code, the contact number and the e-mail address.
 - 3.1.6.2. The recipient's name, the address and the postal code, the mobile number and the e-mail address.
 - 3.1.6.3. The description of the contents of the parcel and its value.
- 3.1.7. The customer shall not be allowed to discontinue the delivery by Qxpress, return the parcel to the Customer, change the recipient of the parcel, or dispose the parcel after the acceptance by Qxpress.
- 3.1.8. The Customer can ask Qxpress to change the address of the recipient before the start of the delivery only, and any relevant cost shall be charged to the Customer.

- 3.2. Rejection by Qxpress
 - 3.2.1. Qxpress may, at any time, by its sole discretion, open the parcel and inspect the contents of the parcel for any reason.
 - 3.2.2. The Customer agrees and acknowledges that Qxpress may reject to deliver any parcel hereby;
 - 3.2.2.1. The application of the parcel does not comply with the Clause 3.1.
 - 3.2.2.2. The customer fails to describe and declare the contents and/or the amount of the parcel accurately.
 - 3.2.2.3. The packaging standard does not conform to Qxpress requirement and deemed unacceptable for delivery.
 - 3.2.3. The Customer has requested to change the service scope not agreed by Qxpress in writing.
 - 3.2.4. Qxpress have the right to reject the following contents to be not delivered in the legal or safety scope;
 - 3.2.4.1. All dangerous or illegal goods but not limited to explosives, firearms and other offensive weapons, flammable or harmful materials, poisonous or contagious materials, blood or blood products.
 - 3.2.4.2. Human or animal remains, any items used for religious ceremony
 - 3.2.4.3. Live animals
 - 3.2.4.4. Credit cards, debit cards, or cash cards, cash, precious metals or stones

- 3.2.4.5. Any identification cards, passports, driver's licenses issued by any government authorities.
- 3.2.4.6. Original copies of any record, drawings, documents or electronic recordings that can not be duplicated or copied
- 3.2.4.7. Illegal drugs
- 3.2.5. Qxpress have the right to reject to deliver the parcel from the Customer in case the Customer shall not pay to Qxpress on its Charges, or being overdue on any payment to Qxpress, be not enough for the balance of the Customer's account.
- 3.2.6. The Customer shall bear any cost incurred or charges imposed by Qxpress in connection with such returns or disposals.

3.3. Delivery

- 3.3.1. Delivery shall be deemed where the parcel has been delivered to the recipient's address as specified by the Customer but not necessarily to the named recipient.
- 3.3.2. Qxpress shall make any reasonable efforts to deliver the parcel from DPC(s) to the recipient by trying the maximum three(3) times of the delivery during five(5) operation days from the starting date of the delivery, In the event of the delivery failure, the parcel shall be returned and stored in the Long Keep Store.
- 3.3.3. In the event that the recipient shall be absent from the address during more than five(5) operation days, and no other person on behalf of the recipient shall be present, the parcel shall be returned and stored at the Long Keep Store even though less than 3-time trial of the delivery by Qxpress.
- 3.3.4. In the event the recipient will refuse to take the delivery of the parcel, Qxpress will not try to deliver anymore and stored in the Long Keep Store.
- 3.3.5. In the event the recipient's address shall be incomplete or belong to the RA Zones, the parcel shall be stored in the Long Keep Store to further instructions from the Customer.
- 3.3.6. Any undelivered parcel due to delivery failure, the parcel shall be stored during ninety (90) calendar days. During this period, Qxpress will send the delivery failure notice to the e-mail address of the recipient provided by the Customer. The customer shall be charged by Qxpress on a prorated basis for the storage days in the Long Keep Store.
- 3.3.7. The Customer may request for a re-delivery to Qxpress for the parcel stored in the Long Keep Store, but the re-delivery fee shall be charged to the Customer.
- 3.3.8. The Customer may ask return or disposal of the parcel stored in the Long Keep Store within ninety (90) calendar days, and its relevant fees shall be charged by Qxpress.

In the event the contents of the parcel shall be founded to be perishable, or susceptible to changes in quality, or there is no directions from the Customer within ninety(90) calendar days, Qxpress has the right to dispose the parcel without any notice to the Customer, and any relevant costs shall be charged to the Customer.

- 3.3.9. Qxpress will provide its tracking services to the Customer via Qxpress Website, www.qxpress.asia.
- 3.3.10. If the Customer shall request for the certificate of POD for the delivered parcel, but an issuance fee shall be charged to the Customer.

3.4. Charges

- 3.4.1. The delivery fee of Qxpress shall be applied from DPC(s) to the recipient's address specified by the Customer. Qxpress shall fix the Charges including any fees or surcharges of the parcel from the Customer at the time of the acceptance at the DPC, and Qxpress has the right to claim the Charges to the Customer based on the payment terms agreed by the Customer & Qxpress.
- 3.4.2. Qxpress may at any time change the Charges, and any changes on the Charges by Qxpress shall apply from such date when Qxpress may notify the Customer via e-mail.

3.5. Liabilities

- 3.5.1. Qxpress shall not be liable for any damage to or any loss of the parcel which has not been proven that it was caused by Qxpress;
 - 3.5.1.1. If the Customer shall be in violation under the Clause 3.1.
 - 3.5.1.2. If the damage to or the loss of the parcel, including but not limited to handle with care, perishable, flammable, spoiled or discolored, caused by defects or characteristics of the parcel itself.
 - 3.5.1.3. Delay or forfeit made by an governmental authorities
 - 3.5.1.4. Qxpress shall fail to perform its obligations as consequences of situations outside in its control, including without limitation to any act of God such as floods, earthquakes, strikes, riots, war, and any other force majeure
 - 3.5.1.5. Damage or loss caused by intentionally or unintentionally act of the Customer, the recipient, or any other third party.
- 3.5.2. Qxpress shall not take any responsibilities, except for the compensation of the parcel, its relevant cost on the Charges, for the loss of profits expected, future business or any expected savings loss to the Customer, the recipient, and any other third party.

3.5.3. Unless the parcel shall be covered by the insurance of Qxpress, the maximum compensation limit shall not exceed SGD300.

3.5.4. The responsibilities of Qxpress Domestic Delivery Services shall be completed;

3.5.4.1. At the time the parcel shall be delivered to the recipient's address.

3.5.4.2. At the ninetieth (90) calendar day since the parcel shall be stored at the Long Keep Store.

3.5.4.3. At the time Qxpress will compensate to the Customer for the damage or the loss.

3.6. Insurances

3.6.1. The insurance by Qxpress shall cover all risks generated by Qxpress from the DPC to the recipient's address regardless of the compensation limit.

3.6.2. The Customer may apply the insurance with 1.0% of the insurance premium of the declared parcel amount of the parcel and shall be charged to the Customer with the Charges.

3.6.3. All damages directly or indirectly incurred from the Clause 3.5 shall be excluded from the scope of Qxpress insurance services.

3.6.4. Qxpress may at any time change the insurance premium, and any changes by Qxpress shall apply from such date when Qxpress may notify the Customer via e-mail

4. International Delivery Services

4.1. Customer's Responsibilities and Rejection by Qxpress

4.1.1. The Clause 3.1 and the Clause 3.2 shall be applied

4.1.2. The contents of the parcel should be compliance with;

4.1.2.1. Any regulations or rules of relevant governmental authorities.

4.1.2.2. Any regulations or rules of the destination country.

4.1.2.3. Goods prohibited by IATA or ICAO

4.2. Service

4.2.1. Qxpress shall use its reasonable efforts to deliver the parcel from DPC(s) to the recipient's address provided by the Customer

4.2.2. The local delivery in the destination country shall be done according to the terms & conditions of the local courier services company designated by Qxpress.

4.3. Charges

- 4.3.1. The delivery fee of Qxpress shall be applied from the DPC(s) to the recipient's address of the destination country specified by the Customer. Qxpress shall fix the Charges including any fees or surcharges of the parcel from the Customer at the time of the acceptance at the DPC, and Qxpress has the right to claim the Charges to the Customer based on the payment terms agreed by the Customer & Qxpress.
- 4.3.2. Qxpress may apply the higher delivery fee between the actual weight and the volume weight.
- 4.3.3. Qxpress may at any time change the Charges, and any changes on the Charges by Qxpress shall apply from such date when Qxpress may notify the Customer via e-mail.

4.4. Liabilities

- 4.4.1. Qxpress shall not be liable for any damage to or any loss of the parcel which has not been proven that it was caused by Qxpress;
 - 4.4.1.1. If the Customer shall be in violation under the Clause 4.1.
 - 4.4.1.2. If the damage to or the loss of the parcel, including but not limited to handle with care, perishable, flammable, spoiled or discolored, caused by defects or characteristics of the parcel itself.
 - 4.4.1.3. Delay or forfeit made by an governmental authorities
 - 4.4.1.4. Qxpress shall fail to perform its obligations as consequences of situations outside in its control, including without limitation to any act of God such as floods, earthquakes, strikes, riots, war, and any other force majeure
 - 4.4.1.5. Damage or loss caused by intentionally or unintentionally act of the Customer, the recipient, or any other third party.
- 4.4.2. Qxpress shall not take any responsibilities, except for the compensation of the parcel, its relevant cost on the Charges, for the loss of profits expected, future business or any expected savings loss to the Customer, the recipient, and any other third party.
- 4.4.3. Unless the parcel shall be covered by the insurance of Qxpress, the maximum compensation limit shall be applied according to the terms & conditions of the local courier service company of the destination country.
- 4.4.4. The responsibilities of Qxpress International Delivery Services shall be completed;
 - 4.4.4.1. At the time the parcel shall be delivered to the recipient's address of the destination country.
 - 4.4.4.2. At the time Qxpress will compensate to the Customer for the damage or the loss.

4.5. Insurance

- 4.5.1. Qxpress may at any time make the insurance with the local courier services company of the destination country, the insurance coverage shall be applied according to the terms & conditions of the local courier services company, and any changes on the insurance premium by Qxpress shall apply from such date when Qxpress may notify the Customer via e-mail

5. Domestic Pickup Services

- 5.1. Qxpress shall provide the Customer with the pickup services from the location as specified to DPC(s) by the Customer during the Operation Days (Weekdays 9am to 6pm, Saturdays 9am to 1pm)
- 5.2. Any pickup request including the contact name, mobile number, e-mail address, the valid pickup address and the expected quantity, should be forwarded to Qxpress via the designated system within the previous date of the desired date.
- 5.3. Qxpress has the rights to reject the pickup request from the Customer having the incomplete address or the RA Zones.
- 5.4. Qxpress shall charge the pickup fee to the Customer. The Customer shall bear all return fees from DPC(s) to the pickup location in the event of acceptance failure by Qxpress.
- 5.5. Liabilities
- 5.5.1. Qxpress shall not be liable for any damage to or any loss of the parcel which has not proven that it was caused by Qxpress;
- 5.5.1.1. If the Customer shall be in violation under the Clause 3.1, the Clause 4.1, and the Clause 6.1.
- 5.5.1.2. If the damage to or the loss of the parcel, including but not limited to handle with care, perishable, flammable, spoiled or discolored, caused by defects or characteristics of the parcel itself.
- 5.5.1.3. Delay or forfeit made by an governmental authorities
- 5.5.1.4. Qxpress shall fail to perform its obligations as consequences of situations outside in

its control, including without limitation to any act of God such as floods, earthquakes, strikes, riots, war, and any other force majeure

- 5.5.1.5. Damage or loss caused by intentionally or unintentionally act of the Customer, the recipient, or any other third party.
- 5.5.2. Qxpress shall not take any responsibilities, except for the compensation of the parcel, its relevant cost on the Charges, for the loss of profits expected, future business or any expected savings loss to the Customer, the recipient, and any other third party.
- 5.5.3. Unless the parcel shall be covered by the insurance of Qxpress, the maximum compensation limit shall not exceed SGD300.
- 5.5.4. The responsibilities of Qxpress Domestic Pickup Services shall be completed at the time the parcel shall be arrived at the DPC.

6. Postal Agency Services

6.1. Customer's Responsibilities and Rejection by Qxpress

- 6.1.1. The Clause 3.1 and the Clause 3.2 shall be applied
- 6.1.2. The contents of the parcel should be compliance with any terms & conditions of the postal services company.

6.2. Qxpress may provide the Postal Agency Services on the normal airmail, the registered airmail and EMS of any postal services company based on the partnership contract from DPC(s) to the postal services company.

6.3. The handling fee of Qxpress shall be applied from the DPC to the location of the postal services company. Qxpress shall fix the Charges including any postage of the parcel at the time of the acceptance at the DPC, and Qxpress has the right to claim the Charges to the Customer based on the payment terms agreed by the Customer & Qxpress.

6.4. Qxpress may at any time change the Charges, and any changes on the Charges by Qxpress shall apply from such date when Qxpress may notify the Customer via e-mail.

6.5. Liabilities

6.5.1. Qxpress shall not be liable for any damage to or any loss of the parcel which has not been evidenced as caused by Qxpress;

6.5.1.1. If the Customer shall be in violation under the Clause 6.1.

- 6.5.1.2. If the damage to or the loss of the parcel, including but not limited to handle with care, perishable, flammable, spoiled or discolored, caused by defects or characteristics of the parcel itself.
- 6.5.1.3. Delay or forfeit made by an governmental authorities
- 6.5.1.4. Qxpress shall fail to perform its obligations as consequences of situations outside in its control, including without limitation to any act of God such as floods, earthquakes, strikes, riots, war, and any other force majeure
- 6.5.1.5. Damage or loss caused by intentionally or unintentionally act of the Customer, the recipient, or any other third party.
- 6.5.2. Qxpress shall not take any responsibilities, except for the compensation of the parcel, its relevant cost on the Charges, for the loss of profits expected, future business or any expected savings loss to the Customer, the recipient, and any other third party.
- 6.5.3. The maximum compensation limit shall be applied according to the terms & conditions of the postal services company.
- 6.5.4. The responsibilities of Qxpress Postal Agency Services shall be completed at the time the parcel shall be completely accepted by the postal services company.

7. Qxpress Fulfillment Services

7.1. Customer's Responsibilities

- 7.1.1. The minimum size of any item must be over width 2.5cm and length 6.0cm so that Qxpress SKU barcode can be put on it.
- 7.1.2. The weight of any item may not exceed 30Kg.
- 7.1.3. The maximum of the Item Size may not exceed 300cm and the longest dimension of the item may not exceed 150cm.
- 7.1.4. Any item that the Customer wants to apply for the Qxpress Fulfillment Services must be agreed by Qxpress on the contents, the dimensions of the item, any restrictions on storage, and a suitable packing, and so on.
- 7.1.5. Any item should have its own unique SKU number and be printed on it. Qxpress may charge the SKU labeling fee to the Customer in case of no SKU number.
- 7.1.6. The Customer shall inform Qxpress of the details of the delivery note for the shipment having details of item, the quantity, Unit Price, the total volume and the total weight, the expected arrival date in advance of seven (7) operation days.
- 7.1.7. The Customer shall classify items by each SKU number and pack it to prevent from any damage to be arrived at the FSC with the Customer's own responsibilities.

- 7.1.8. The Customer shall bear all costs until the Customer's shipment shall be located at the inside place of the FSC designated by Qxpress. Qxpress may not take care of unloading any shipment from the Customer.
- 7.1.9. Any QFS order shall be generated by the Customer's own responsibilities and forwarded to QWMS, that includes;
- 7.1.9.1. The Customer's name, the address and the postal code, phone number and e-mail address.
- 7.1.9.2. The recipient's name, the address and the postal code, mobile number and e-mail address.
- 7.1.9.3. SKU number, the item description, quantity, unit price, amount.
- 7.1.10. The Customer shall not be allowed to discontinue Qxpress Fulfillment Services on any valid QFS orders.
- 7.1.11. The Customer must return the item(s) back from the FSC until the product expiry date of any item shall be due by the Customer's own responsibilities.
- 7.2. Acceptance of the shipment and Inspection
- 7.2.1. Qxpress may reject to accept any shipment from the Customer;
- 7.2.1.1. In violation of the Clause 7.1
- 7.2.1.2. Qxpress find any damage to or loss of the shipment
- 7.2.1.3. The Customer shall not present any relevant documents or not be tally with details of the delivery note.
- 7.2.2. The acceptance of any shipment shall be done during every weekday 9am to 6pm excluding every weekends and public holidays.
- 7.2.3. Qxpress may inspect the quantity only of each item in the delivery note provided by the Customer. Qxpress shall not reliable for any responsibilities on any damage not incurred from Qxpress after Qxpress acceptance and inspection.
- 7.2.4. The Customer may ask Qxpress to inspect the shipment or the item(s) and the inspection fee shall be charged by Qxpress after the inspection shall be completed. Any damage on the inspection fee paid shall be responsible by Qxpress.
- 7.3. Storage
- 7.3.1. Qxpress shall charge the Customer on the storage days of each item.
- 7.3.2. The minimum storage fee per item shall be one cent (SG\$0.01) per day.
- 7.3.3. Qxpress may not allow to store any item from the Customer in the FSC more than one-hundred eighty (180) days. The Customer shall acknowledge and agree that

Qxpress has to the rights to dispose any item more than 180 days, and any relevant costs shall be paid by the Customer.

7.4. Processing QFS order

- 7.4.1. Qxpress will pick each item according to the QFS order of QWMS, and pack them into the parcel so as to protect against damage during delivery to the recipient's address in compliance with the related provisions of Clause 3, the Clause 4 & the Clause 6, or the terms & conditions of the other courier services company or the postal services company.
- 7.4.2. Qxpress may pick and pack any QFS order by order, not parcel.
- 7.4.3. Qxpress will use the packing material registered by Qxpress during packing, and Qxpress will charge to the Customer with the packing material cost and the Charges based on each packing methods. The Customer may provide its own designed packing material to Qxpress at the Customer's own cost.
- 7.4.4. Qxpress shall be reliable for picking & packing accurately and safely according to the QFS order.

7.5. Processing returns

- 7.5.1. Qxpress shall process any returns from the recipient(s) that had been processed via Qxpress Fulfillments Services only on the behalf of the Customer. Qxpress shall decide whether the item can be sellable again or not sellable and then be disposed on the returned item by Qxpress.
- 7.5.2. The return processing fee and its relevant disposal cost shall be charged to the Customer.

7.6. Ship-back by the Customer

- 7.6.1. In the event the Customer shall ship any item back to the expected location from the FSC, the Customer shall inform Qxpress of details in advance of seven (7) Operation Days.
- 7.6.2. Any relevant cost including loading costs to a vehicle shall be borne by the Customer.

7.7. Reporting Services

- 7.7.1. The Customer shall ask Qxpress to provide any reporting services according to the Customer's requirements, but the reporting fee shall be charged to the Customer.

7.8. Charges

7.8.1. Qxpress may at any time change the Charges, and any changes on the Charges by Qxpress shall apply from such date when Qxpress may notify the Customer via e-mail.

7.9. Liabilities

7.9.1. Qxpress shall not be liable for any damage to or any loss of the item which has not been proven that it was caused by Qxpress;

7.9.1.1. If the Customer shall be in violation under the Clause 7.1.

7.9.1.2. Qxpress shall fail to perform its obligations as consequences of situations outside in its control, including without limitation to any act of God such as floods, earthquakes, strikes, riots, war, and any other force majeure

7.9.1.3. Damage or loss caused by intentionally or unintentionally act of the Customer, the recipient, or any other third party.

7.9.2. In the event the item(s) shall be founded to be perishable, or susceptible to changes in quality, or there is no directions from the Customer within the product expiry date, Qxpress has the right to dispose the parcel without any notice to the Customer, and any relevant costs shall be charged to the Customer.

7.9.3. Qxpress shall not take any responsibilities, except for the compensation of the item, its relevant cost on the Charges, for the loss of profits expected, future business or any expected savings loss to the Customer, the recipient, and any other third party.

7.9.4. The maximum compensation limit by Qxpress shall not exceed SGD100.

7.9.5. The responsibilities of Qxpress Fulfillment Services shall be completed at the time the item arrived at the DPC, accepted by the other courier services company, or accepted by the postal services company.

8. Other Taxes and Levies

8.1. Except where provided for otherwise, the Customer shall be responsible for all taxed, duties, levies and other similar charges in connection with any Qxpress Services.

9. Payment

9.1. The Customer shall pay the Charges to Qxpress according to the payment terms agreed mutually.

9.2. In the event the Customer shall be a Qoo10 seller that registered and applied to use Qxpress Services, the Customer shall acknowledge and agree to pay the Charges to

Qxpress from the Giosis account of the Customer at the time of providing Qxpress Services.

- 9.3. The Customer may ask Qxpress to generate the invoices on the Charges by a monthly basis. Such invoices shall state the Charges and GST payable where applicable.
- 9.4. In case of failing which the Customer shall pay, Qxpress interest at the rate of twelve per cent (12%) per annum from the due date of the payment
- 9.5. The Customer shall lodge a security deposit with Qxpress whenever requested by Qxpress. If the Customer fails to pay on the due date, Qxpress shall be entitled to deduct from the security deposit all outstanding amounts due.
- 9.6. The Customer shall bear all third party charges incurred from the payment of the Customer if any.

10. Claims

- 10.1. Any claims against damage or loss by Qxpress must be submitted in writing to the Customer Service Centre of Qxpress within fourteen (14) days from the completion date of Qxpress responsibilities; otherwise Qxpress shall not be liable for taking any claims thereafter.
- 10.2. Qxpress may not exceed the compensation limit of each Qxpress Services, except for the parcel subject to Qxpress insurances.
- 10.3. The compensation amount by Qxpress shall be based on the assessment by Qxpress of the damage extent and the actual value of the parcel or the item. Qxpress may choose either to replace the damage or the loss of the parcel or the item with the similar one, or to make monetary compensation within the compensation limit of each Qxpress Services.
- 10.4. Qxpress may perform any compensation to the Customer only, but Qxpress may change to compensate to the recipient based on the consent from the Customer.

11. GST

- 11.1. The customer shall pay to Qxpress in addition to the Charges under the Goods and Services Tax Act.

12. Sub-Contracting

- 12.1. Qxpress has the right to enter into any sub-contract for the performance of any of its obligations under these General Terms & Conditions and/or the Specific Terms & Conditions without the prior consent of the Customer.

13. Force Majeure

13.1. Qxpress shall not be liable for any loss or damage arising from its failure to do any of its operations under the General Terms & Conditions and/or the Specific Terms & Conditions if such failure is the result of circumstances outside of Qxpress controls including but not limited to the outbreak of war, any governmental act, act of war, explosion, accident, civil commotion, riot, industrial dispute, strike, lockout, stoppages or restraint of labor, any other force majeure, fire, flood and act of God.

14. Entire Agreement

14.1. The Customer shall be bound by and shall fully observe and comply with all Qxpress Terms & Conditions. Qxpress has the right and protections on processing Terms & Conditions of Qxpress Services shall be additional and changed. This General Terms & Conditions shall supersede and replaces any prior agreements and negotiations with the Customer related to Qxpress Services herein.

15. Amendments

15.1. Qxpress reserves the right, in its sole discretion, to change, update, modify or amend any of the Terms & Conditions stated herein, from time to time, without any or prior notice to the Customer and/or any third party, The Customer shall be bound by and shall fully observe and comply with all the Terms & Conditions herein and any amendments thereof. Further, it shall be the Customer's responsibility to review the General Terms & Conditions and/or the Specific Terms & Conditions for any changes, revisions, modifications or amendments.

16. Severability

16.1. The invalidity or unenforceability of any provision under the applicable law shall not affect any other part of these General Terms & Conditions and/or the Specific Terms & Conditions.

17. Governing Law and Jurisdiction

17.1. These General Terms & Conditions and/or the Specific Terms & Conditions shall be subjected to and construed in accordance with the law of Singapore.