

Terms & Conditions of Service

HLH Express

1. Introduction

The following contains the general terms and conditions of contract under which HLH Express is engaged in the carriage of Packages itself and jointly through interchange with its affiliates via the services described below.

The HLH Express Terms and Conditions of Service (“Terms”) are effective on the date set forth above and are subject to change without prior notice. The Terms are published periodically in printed form and electronically on the HLH Express website (hlhexpress.com). The most current and controlling version of the Terms is published at www.hlhexpress.com.

In tendering a Package for service, the Shipper agrees, on behalf of himself or herself and on behalf of the receiver of the Package (“Consignee”) and anyone else with an interest in the Package, that the version of the Terms and the applicable Service Guide in effect at the time of shipping shall apply to the Package and its carriage.

2. Definitions Used

- “Business day” means Monday through Sunday except for Cambodian Public Holidays, as mandated by the Cambodian government.
- “Charges” means all applicable transportation and other charges including, but not limited to, all applicable accessorial charges, brokerage service fees, surcharges, additional handling charges and late payment fees. Any such Charges, including but not limited to any surcharges, are not intended solely to cover the cost of providing service and may result in profit to HLH Express.
- “Claimant” means any person asserting any claim in any forum for legal or equitable relief—including, but not limited to, any claim for damages, refunds, credits, injunctive relief, and declaratory relief—arising out of or related to the provision of services by HLH Express.
- “C.O.D.” means for all purposes Cash on Delivery.
- “Commercial” refers to any address that is not Residential.
- “Delivery” shall be deemed to include, but not be limited to any of the following: (1) delivery to the Consignee or the Consignee’s actual or apparent agent or representative, or pursuant to Consignee’s instructions, (2) delivery to the address or location specified in the HLH Express Shipping System or, to any person present at such address, (3) delivery to an alternate address or location, including to a HLH Express Facility, (4) delivery in accordance with trade custom or usage, (5) delivery pursuant to HLH Express’s driver release procedures, (6) delivery pursuant to HLH Express’s Shipper Release procedures, or (7) delivery otherwise permitted under the Terms.

- “Package” means any container and its contents, and includes the HLH Express Envelope and Corrugated Boxes, as well as any article that may be handled with or without packaging if the handling thereof can be accomplished in a reasonably safe and practicable manner.
- “Perishable Commodity” refers to a perishable commodity or a commodity requiring protection from heat or cold, including, but not limited to, live animals, foods, dry ice, flowers, biological materials.
- “Receiver” or “Consignee” refers to the party to whom the Package is being sent.
- “Residential” refers to an address that is a home, including, but not limited to, a business operating out of a home. If an address can be construed as either Residential or Commercial, then it shall be considered Residential.
- “Shipper” refers to the party holding the HLH Express account used to process and tender a Package to HLH Express or, if no account was used for the Package, then the party that contracted with HLH Express for the Package. The term Shipper does not include, for example, a party to whom a Package was Third Party or collect billed, the party who drops off a HLH Express Package, or a party that uses another party’s account for a Package.
- “Third Party” means any party that is not the Shipper or Receiver/Consignee.

3. Commodities Handled and Restrictions on Service

HLH Express holds itself out to transport general Packages subject to the following restrictions.

The Shipper agrees to indemnify, defend, and hold harmless HLH Express and its affiliated companies, their officers, directors, employees, and agents from all claims, demands, expenses, liabilities, causes of action, enforcement procedures, and suits of any kind or nature arising from or relating to a Package in violation of all applicable local laws or regulations, or of these Terms.

3.1 Items Not Accepted for Carriage

No service shall be rendered in the carriage of any of the prohibited articles listed in the applicable Packaging Guide or the Terms. HLH Express does not accept for carriage, and Shippers are prohibited from shipping:

- Articles of unusual value, which shall be deemed to include, but are not limited to:
 - Any Package with an actual value of more than \$2,000
 - Coins, cash, currency, checks, bonds, money orders, and negotiable instruments (such as drafts, bills of exchange, or promissory notes);
 - Antiques, precious gems & metals, rare collectible items, artworks, paintings, chinas, etc.
 - Any article that contains more than 50 percent by weight of gold or platinum, or any combination thereof in raw form including, but not limited to, bullion, bars, or scraps of these metals.

- Hazardous waste and materials, which include, but are not limited to: explosives, gases, flammable liquids, flammable solids, oxidizers, poisons, radioactive matter, and corrosives;
- Human remains, fetal remains, human body parts, human embryos, or components thereof;
- Firearms or ammunition;
- Common fireworks;
- Replica or inert explosives or weapons that bear an appearance to actual explosives or weapons (except as a contractual service);
- Illicit drugs or narcotics, in any form;
- Prepared foods;
- Live animals (including but not limited to mammals, reptiles, fish, invertebrates, amphibians, birds, insects, larvae and pupae);
- Automotives;
- Industrial machinery;
- Packages using the same shipping label and tracking number as any other Package or a shipping label altered without HLH Express's authorization. If any such Package is found in the HLH Express system, each such Package is subject to Charge and HLH Express shall apply Charges in its sole and unlimited discretion.
- Any other items prohibited by the Service Guide, or on the hlhexpress.com website.

Shippers are prohibited from shipping and HLH Express shall not accept for carriage Packages containing articles that HLH Express is not authorized to accept or that HLH Express states in the Terms that it will not accept.

HLH Express reserves the right, but is not required, to return to the Shipper any Package containing a prohibited article. Such return will be made solely at the Shipper's risk and expense. HLH Express also reserves the right in its sole and unlimited discretion to dispose of a prohibited article found in the HLH Express system.

3.2 Maximum Value

HLH Express does not accept Packages with declared and actual values that exceed **\$2,000.**

3.3 Prohibited by Law

No service shall be rendered by HLH Express in the carriage of any Package that is prohibited by applicable local laws or regulations of the Cambodian government. It is the responsibility of the Shipper to ensure that a Package tendered to HLH Express, and any HLH Express Shipping System entry that the Shipper prepares for that Package, does not violate any local law or regulation applicable to the Package.

3.4 Alcoholic Beverages

Packages containing alcoholic beverages (wine, beer, or spirits) are accepted for carriage only as a contractual service and only from Shippers who are licensed and authorized under applicable laws to ship alcoholic beverages. To receive service for Packages containing alcoholic beverages, the Shipper must enter into an approved HLH Express agreement for the carriage of wine, beer, or spirits, as applicable. For all Packages containing alcoholic beverages, the Shipper must obtain and affix a special HLH Express alcoholic beverages label to each Package. Requests to reroute Packages containing alcoholic beverages are not available. For all Packages containing alcoholic beverages, the Receiver must be licensed and authorized to receive alcoholic beverages. HLH Express does not accept Packages containing spirits for Delivery to a consumer. It is the responsibility of the Shipper to ensure that a HLH Express tendered to HLH Express does not violate any local law or regulation applicable to the Package.

HLH Express reserves the right to dispose of any alcoholic beverages tendered for shipment which Shippers are prohibited from shipping, which HLH Express is not authorized to accept, which HLH Express states that it will not accept, or which HLH Express has a right to refuse. HLH Express reserves the right to discontinue service to any Shipper for, among other reasons, tendering a Package containing alcoholic beverages that does not comply with all applicable laws or the Terms.

3.5 Tobacco Products

Packages containing Tobacco Products are accepted for carriage only from Shippers who are licensed and authorized to ship Tobacco Products pursuant to applicable local laws and regulations.

HLH Express prohibits the shipment of Tobacco Products to consumers. To make other Tobacco Product shipments, the Shipper must sign, agree to, and comply with the provisions set forth in an approved HLH Express agreement for the carriage of Tobacco Products. Shippers and receivers must comply with all applicable local laws or regulations. It is the responsibility of the Shipper to ensure that a Package tendered to HLH Express, including a Tobacco Product Package, does not violate any local law or regulation applicable to the Package. HLH Express reserves the right to refuse to accept, transport, or deliver any Tobacco Product Package that HLH Express, in its sole and unlimited discretion, determines does not comply with HLH Express requirements for the Package or any applicable law or regulation, and to discontinue any or all service to any Shipper for, among other reasons, tendering such a Package. HLH Express reserves the right to dispose of any Tobacco Product Package that Shippers are prohibited from shipping, that HLH Express is not authorized to accept, that HLH Express states that it will not accept, or that HLH Express has a right to refuse.

3.6 Pharmaceuticals

The Shipper shall comply with and shall ensure that each Package containing pharmaceutical products complies with all applicable local laws and regulations governing the dispensing, shipment, or tender of shipment of pharmaceutical products.

3.7 Perishable Commodities

HLH Express does not provide a protective service for the carriage of Perishable Commodities. Such commodities shall be accepted for carriage solely at the Shipper's risk for any damage arising from the perishable nature of the item. Shippers shall not file claims for, and HLH Express shall not be liable to Shippers or any third parties for, any damage arising from the carriage of Perishable Commodities arising from exposure to heat or cold or the perishable nature of the item. HLH Express reserves the right to dispose of any Package in the HLH Express system containing a Perishable Commodity that HLH Express deems in its sole and unlimited discretion to be of no value, unsafe, or unsanitary.

4. Right of Inspection

HLH Express reserves the right in its sole and unlimited discretion to open and inspect any Package tendered to it for carriage, but is not required to do so.

5. Refusal of Service

HLH Express reserves the right to refuse to provide service, among other reasons, for any Package which by reason of the dangerous or other character of its contents may, in the sole judgment of HLH Express, soil, taint, or otherwise damage other Packages or HLH Express's equipment, or which is improperly or insecurely packed or wrapped, as determined by HLH Express in its sole judgment.

Before accepting any Package, HLH Express reserves the right to require sufficient verification, as determined by HLH Express in its sole and unlimited discretion, of the Shipper's name and address, or any other information necessary to accept the Package for service. HLH Express reserves the right to refuse to provide service for any Package or to or from any location, or to provide alternative service arrangements, or to intercept, hold or return any Package when, among other reasons, HLH Express, in its sole and unlimited discretion, determines that it is unsafe or economically or operationally impracticable to provide service, that its services are being used in violation of local law, or for fraudulent purposes, or when the account of the person or entity responsible for payment is not in good standing.

6. Packaging

It is the responsibility of the Shipper to ensure that proper packaging is used and that the contents are adequately and securely packed, wrapped, and cushioned for carriage. Packages must be so packed or wrapped as to meet HLH Express's published standards related thereto

set forth in the [Packaging Guide](#), or on the hlhexpress.com website. Acceptance of tender by HLH Express is not an indication that a Package is packed in accordance with HLH Express's published standards. In addition, any tested product must be free from damage and the packaging must afford reasonable protection as determined by HLH Express in its sole judgment.

The use of HLH Express-provided packaging is not a guarantee that an item is sufficiently packaged for carriage. HLH Express does not provide special handling for Packages with "Fragile" markings.

When shipping media of any type containing sensitive personal information (such as personal financial or health information), it is recommended that the Shipper retain a copy of the data and secure the data on the media through encryption or other technological means. HLH Express is not liable or responsible for 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.

7. Use of HLH Express-Provided Materials and Services

HLH Express-provided materials including, but not limited to, packaging materials and supplies, corrugated boxes, envelopes, labels, label printers, shipping documents, publications, and products are provided solely for the use of HLH Express Shippers to obtain HLH Express services on their behalf and to interact with HLH Express. Any other use of such HLH Express-provided materials is strictly prohibited. Under no circumstances may a Shipper sell any HLH Express-provided materials, products, or services to any third party without prior written authorization from HLH Express.

Moreover, the use of HLH Express-provided packaging is not a guarantee that an item is sufficiently packaged for carriage; therefore, HLH Express shall not be liable for such Packages if a loss or damage occurs as a result of insufficient and inappropriate packaging by the Shipper.

8. Pickup Services - Scheduled

HLH Express offers the following Scheduled Pickup Services for retail customers:

- *Daily Pickup*: When Daily Pickup service is selected, HLH Express will call the Shipper's business location once each business day to pick up Packages. HLH Express may not call upon a location on any day in which the account indicates that there are no Packages available for pickup.
- *Daily On-Route Pickup*: When Daily On-Route Pickup service is selected, HLH Express will call on Shipper's business location each business day to pick up Packages while making deliveries in Shipper's area.

- *Day-Specific Pickup*: When Day-Specific Pickup is selected, HLH Express will call on Shipper's business location each business day as preselected by Shipper. Shippers may select up to four (4) business days per week for Day-Specific Pickup.

For Daily Pickup, Daily On-Route Pickup, and Day-Specific Pickup, a weekly service charge based on the account's weekly billing total, as reflected in the HLH Express billing system, will be assessed. The weekly billing total may not necessarily reflect all Packages tendered during a calendar week.

9. Pickup Service - On Call

Alternatively, HLH Express offers On Call Pickup service to daily (non-retail) customers. When this service is requested by the Shipper, HLH Express will arrange (where reasonably practicable) a pickup at the Shipper's location. An additional charge for HLH Express On Call Pickup service will be assessed.

HLH Express On Call Pickup service from a remote or less accessible area as designated by HLH Express shall result in an additional surcharge for extended area.

HLH Express On Call Pickup service must be requested for each Package pickup or dropoff (for door-to-door and non-door-to-door services), and may not be combined with a Package pickup.

10. Remote Area Surcharge

A Remote Area Surcharge shall apply to each Package delivered to, and any HLH Express On Call Pickup service from, certain districts. Refer to the Remote Area Surcharge listing at hlhexpress.com/rates for the listings of effective applicable districts and rates.

11. Delivery Attempts

If HLH Express is unable to deliver a Package, a phone call will be made to the Consignee's telephone number notifying that Delivery has been attempted. Thereafter, a second attempt to deliver the Package may be made on the following day without additional charge for *Standard* and *Express* Packages. HLH Express may, in its sole and unlimited discretion, after the second delivery attempt, deliver a Package to a HLH Express Facility, where such Package will be held for pickup. Requests for subsequent Delivery attempts are subject to additional Charges which will be assessed to the Consignee. For HLH Express Economy Packages, only one Delivery attempt will be made and subsequent Delivery attempts are subject to additional Charges which will be assessed to the Consignee.

12. Hold for Pickup and Hold at Location Services

At the time a Shipper tenders a Package to HLH Express, the Shipper may request that HLH Express hold a Package at a designated HLH Express Facility for pickup by the Consignee. For each such Package, the Shipper will complete an address label showing the words "Hold for

Pickup,” the Consignee’s name, telephone number, the name of a contact person, and the full address of the designated HLH Express Facility. In addition, the Shipper will apply a HLH Express Hold for Pickup label below the address label on the Package. Packages not picked up within five (5) business days from the date of arrival will be considered undeliverable. HLH Express reserves the right in its sole and unlimited discretion to dispose of any such Package.

13. Delivery Modification

After the Receiver has received notice from HLH Express that Delivery has or will be attempted, the Receiver may request that HLH Express hold a Package for pickup at a HLH Express Facility. In addition, the Receiver may request that HLH Express return a Package to the Shipper before Delivery is attempted. After the Receiver has received notice from HLH Express that Delivery has been attempted, the Receiver may request that HLH Express return a Package to the Shipper, hold for future Delivery, reroute a Package, direct eligible Packages to a HLH Express Facility, redeliver to the original address a Package that was taken to a HLH Express Facility, or other such Delivery Modification as HLH Express in its sole and unlimited discretion may offer (collectively, “Delivery Modification”).

An additional Charge set forth in the HLH Express Rates applicable to the Package in effect at the time of the request will be assessed to the Consignee for each Package rerouted, redelivered, directed to a HLH Express Facility, or held for future Delivery by a Delivery Modification Request. If any Delivery Modification Request requires a Package movement from the original Receiver address beyond a district, additional Charges will apply and be assessed to the Consignee. Such additional Charges will be calculated as a newly-initiated Package between the original Receiver address and the new rerouted address, and will include, but not be limited to, all applicable surcharges. All original Charges will continue to apply as if the Packages were delivered to the original Receiver address. For a request to return to Shipper, all applicable Charges will apply and be assessed to the Shipper.

HLH Express will honor a Delivery Modification Request in its sole and unlimited discretion where practicable and where the Receiver has guaranteed payment of any applicable Charges resulting from the change. By requesting a Delivery Modification, the Receiver acknowledges and agrees that the limitations of liability set forth in the Terms in effect at the time of shipment apply to the Package subject to the Delivery Modification Request and that the value originally declared by the Shipper, if any, shall continue to apply throughout the course of carriage pursuant to the Delivery Modification Request. HLH Express assumes no liability other than to the Shipper of the Package for loss, damage, or delay of any Package subject to Delivery Modification.

14. Correction of Address

If any Package as addressed by the Shipper has an incorrect or incomplete address, HLH Express will make reasonable efforts, to be determined in its sole and unlimited discretion, to verify the correct or complete address. An address validated by HLH Express may be incorrect

or incomplete for purposes of completing Delivery, and may be corrected by HLH Express. If the correct or complete address is verified, HLH Express, at its sole and unlimited discretion, will attempt Delivery, and the Shipper, upon request, will be provided with the correct or complete address in order to update its internal records. HLH Express may in its sole and unlimited discretion correct or complete an address based on information obtained from the Shipper or Consignee.

15. C.O.D. Service

C.O.D. (Cash on Delivery) is a service where a Consignee makes payment for a Package at the time of the delivery. The Package shall be handed over to the Consignee only upon successful completion of payment.

15.1 Preparation and Listing

C.O.D. service shall only be provided to retail customers who have registered for HLH Express's services and have signed a mutually agreed upon Service Contract. C.O.D. service shall be provided at an additional cost.

15.2 Responsibility

HLH Express shall collect payment according to the declared amount on the Waybill. The payment shall then be transferred to the Shipper through ABA Transfer. The settlement period of C.O.D. payments collected shall be three (3) business days.

15.3 Restrictions

HLH Express shall only accept US Dollars and Khmer Riels for the service fee payment. The currency exchange rate is as follows: 1 US Dollars = 4100 Khmer Riels.

HLH Express shall transfer the C.O.D. payment made by the Consignee to the Shipper by ABA Bank Transfer.

15.4 Liabilities

HLH Express shall not be liable for any C.O.D. service which has been completed and undisputed for seven (7) days or more.

16. Rates

The applicable HLH Express Rates are determined on the basis of Package and Shipper characteristics, including Package weight and size and origin to destination distance, and are subject to change. Except as otherwise stated in the Terms, all charges, fees, or surcharges shall be those set forth in the HLH Express Rates in effect at the time of shipping.

To determine the amount of any Charges for HLH Express service, consult the HLH Express Rates in effect at the time of shipping. The effective HLH Express Rates are available at www.hlhexpress.com and upon request at the local HLH Express Facility.

Shippers are responsible for providing accurate and complete Package information in the HLH Express Shipping System used, including service selected, number, weight, and dimensions of Packages. If any aspect of the Package information is incomplete or incorrect as determined by HLH Express in its sole and unlimited discretion, HLH Express may adjust Charges at any time.

If multiple Packages are tendered for carriage at the same time or at different times using the same shipping label and tracking number or a shipping label altered without HLH Express's authorization, each of which is prohibited, HLH Express reserves the right to refuse service or to apply Charges to each such Package in its sole and unlimited discretion.

HLH Express reserves the right in its sole and unlimited discretion to use any mode of transportation whatsoever to provide the service selected by the Shipper. Regardless of the mode of transportation used, the effective HLH Express Rates for the service selected by the Shipper shall apply. If, however, a Shipper selects a HLH Express service to a destination for which only a higher level of service is available, HLH Express will substitute the next higher level of available service and will charge the corresponding rate for the substituted service.

16.1 Daily Rates & Retail Rates

Daily Rates apply to HLH Express account holders who received Daily Rates upon registration to the HLH Express Shipping System.

Shippers who did not receive Daily Rates will be charged Retail Rates. Retail Rates also apply to Packages processed and paid for at HLH Express Headquarter or any HLH Express Facility.

Shippers who drop off Packages at any HLH Express Facility that have already been processed prior to drop off will receive the rates applicable to the transaction.

16.2 Rates for Flats

Rates for Flats are available for all HLH Express services—Economy, Standard, and Express—containing items such as personal or business correspondence, urgent documents, or electronic media, with an actual weight of one (1) kilogram or less. Flats shall be under 10 millimeters in thickness or 1 kilogram in weight and rates will be assessed by the type of service selected and distance traveled.

16.3 Rates for Packages

Rates for Packages are available for all HLH Express services—Economy, Standard, and Express—containing any item HLH Express accepts for carriage (Refer to [Section 3 - Commodities Handled and Restrictions on Service](#)).

Packages shall not exceed 30 kilograms in weight and rates will be assessed by the weight class of the Packages as well as the type of service selected. Packages that exceed the maximum weight restrictions shall be denied carriage at HLH Express's sole and unlimited discretion.

In addition, no single side of a Package shall exceed 57 x 38 x 28 centimeters. Packages that exceed the size restrictions shall be denied carriage at HLH Express's sole and unlimited discretion.

17. Invoicing for Retail Customers

Invoices for retail customers requesting payments for services provided shall be issued on the fifth of each month, unless otherwise stated on the mutually agreed-upon and signed "Service Contract."

17.1 Returns

Requests for return shipments are subject to additional Charges which will be assessed to the Consignee. Otherwise, HLH Express shall hold the Package at a HLH Express Facility for pick up.

17.2 Payment Methods

HLH Express only accepts ABA Bank Transfers and Cash. Customers shall be liable to make payments for transaction fees and/or service fees, if any.

17.3 Late Payment Penalty

Payments for services provided by HLH Express shall be made within seven (7) business days of the invoicing date, unless otherwise stated on the mutually agreed-upon and signed "Service Contract."

In the case that payments are not completed within this period, HLH Express shall reserve the right in its sole and unlimited discretion to suspend its services to the concerned customers. Moreover, a late payment penalty of one (1) percent per month of the total accumulated payments due shall apply.

18. Claims

All claims against HLH Express arising out of or related to the provision of services by HLH Express, including, but not limited to, demands for damages, refunds, credits, and any legal or equitable relief whatsoever, shall be extinguished unless the Claimant timely and completely complies with all applicable notice and claims periods set forth in the Terms and in the Service Guide. Claimants may not deduct the amounts of pending claims from any Charges owed to HLH Express, and the Shipper waives any and all rights, including any statutory or common law rights, to set off the amount of any claim against Charges owed to HLH Express.

Claimant and HLH Express agree that their sole relationship is a contractual one governed by the Service Guide and Terms. Any controversy or claim arising out of or related to the provision of services by HLH express shall be resolved solely based on the agreements set forth in the Service Guide and Terms.

18.1 Making Claims for Loss or Damage of Package

All notices of claims for loss of or damage to Package transported or accepted for carriage must be in writing (or an electronic communication) and include the date of shipment, the tracking number, and the nature of the loss or damage. A request for proof of Delivery or damage inspection or the filing of a lawsuit do not constitute notification of a claim.

All claims for loss of or damage to Package transported or accepted for carriage must: (1) be in writing (or an electronic communication) and must include reference to the source document or pickup record number and date of shipment or copies of other documents sufficient to identify the Shipment involved, and the declared value; (2) assert the liability of HLH Express for alleged loss or damage; (3) make claim for payment of a specified or determinable amount of money; and (4) be accompanied by a copy of the original invoice or, if no invoice was issued, other proof, certified to in writing, as to the purchase price paid by the Consignee (where the Package involved has been sold to the Consignee), actual cost or replacement cost of the Package, or extent of the damage to the Package.

No claims will be voluntarily paid unless HLH Express receives notice of the claims and they are filed in writing or transmitted electronically by or on behalf of the Shipper in accordance with these provisions. A right or claim, of any kind, for loss or damage to Package is conditioned upon full and strict compliance with this Section 18.1 and Sections 18.3 through 18.6. Full and strict compliance with this Section is required, even where it is believed that such compliance would not result in relief or would otherwise be futile.

18.2 Acknowledgement of Claim for Loss or Damage of Package

After receiving a proper written or electronic transmission of a claim in the manner and form and with the supporting documents described in Section 18.1 ("Making Claims for Loss or Damage to Package") and Section 18.4 ("Investigation of Claims for Loss or Damage to Package") herein, HLH Express or its designee will acknowledge the receipt of such claim in writing or

electronically to the Claimant within seven (7) days after the date of receipt, unless such claim has already been paid or denied in writing or electronically. HLH Express will at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the source document and delivery receipts, if any, covering the shipment involved. At the time such claim is received, HLH Express will cause the date of receipt to be recorded on the face of the claim document, and the date of receipt will also appear on the acknowledgment of receipt sent to the Claimant.

18.3 Time Limit for Notice and Filing of Claims for Loss or Damage to Package

As a condition precedent to recovery, all claims for loss or damage to Package must be noticed and filed in writing or electronically with HLH Express within 24 hours after Delivery of the Package or, in case of failure to make Delivery, within seven (7) business days after a reasonable time for Delivery has elapsed.

Once HLH Express has acknowledged the receipt of such claim in writing or electronically to the Claimant, the Claimant must file all supported documents requested by HLH Express within seven (7) business days.

18.4 Investigation of Claims for Loss or Damage to Package

- **Prompt Investigation.** Each claim for loss or damage to a Package filed in the manner prescribed herein will be promptly and thoroughly investigated, if investigation has not already been made prior to receipt of the claim.
- **Supporting Documents.** Each claim must be supported by the following: (1) evidence of payment of the shipping and any declared value charges; and (2) either the original invoice or a photocopy, exact copy, or extract of, the original invoice, a certification of prices or costs, with trade or other discounts, allowance, or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon. Where the Package involved in a claim has not been invoiced to the Consignee shown on the bill of lading or receipt, where an invoice does not show price or cost, where the Package involved has not been sold, or where the Package has been transferred at bookkeeping values only, HLH Express will, before paying a claim, require the Claimant to establish the value in the quantity shipped, transported, or involved. HLH Express reserves the right to request the original shipping record or source document.

For an asserted claim of \$50 or more for a Package processed through a HLH Express Shipping System and tendered to a HLH Express driver or HLH Express Facility, a copy of the signed high-value shipment summary applicable to the shipment obtained by the Shipper and signed by a HLH Express representative at the time of tender may be required to support the claim. HLH Express reserves the right to refuse to pay any claim if, having requested such a signed high-value shipment summary, no such summary is provided.

By filing a claim and supporting documents to HLH Express, the Claimant certifies that the claim, amount of claim, and supporting documents are true and correct.

- **Original Packaging Materials.** In the event that a claim is made for damage to a Package, the original packaging materials must be made available to HLH Express or its designee for inspection prior to reshipment.
- **Verification of Loss.** When an asserted claim for loss of an entire Package cannot be otherwise authenticated upon investigation, HLH Express will obtain from the Consignee of the shipment involved a certified statement in writing that the Package for which the claim is filed has not been received from HLH Express or from any other source. HLH Express reserves the right to require verification by the filing of a police report and providing a copy of the filed report to HLH Express in support of the claim.

18.5 Salvage

When HLH Express pays the actual cost, the purchase price, or the replacement cost of the Package, all rights, title to, and interest in the Package shall thereupon pass to HLH Express, and HLH Express reserves the right to obtain the Package for salvage. Payment of a claim in such circumstances shall be contingent on HLH Express's receipt of the damaged Package in the same condition as on the date the damage was incurred.

18.6 Disposition of Claims for Loss or Damage to Package

HLH Express or its designee, after receiving a written claim for Package transported, will pay, decline, or make a firm compromise settlement offer in writing to the Claimant within seven (7) days after HLH Express receives the claim; provided, however, that if the claim cannot be processed and disposed of within seven (7) days after receipt.

No claim for loss or damage shall be paid unless a valid claim has been filed in accordance with Terms set forth herein (in Section 18.1, "Making Claims for Loss or Damage to Package," Section 18.3, "Time Limit for Filing Claims for Loss or Damage to Package" and Section 18.4, "Investigation of Claims for Loss or Damage to Package"). HLH Express reserves the right to refuse to pay any claim for loss or damage to Package until all outstanding Charges owing to HLH Express have been paid in full. HLH Express reserves the right to refuse to pay any claim for loss of Package if, having requested a detailed description of the Package, no such description is provided.

19. Responsibility for Loss or Damage

Without shipping insurance (see 19.4), HLH Express's liability for loss or damage to each Package is limited to **5 times the shipping fee** or the actual product value whichever is lower. Customers will be asked to provide supporting documents for the actual product value.

19.1 Maximum Declared Value

The maximum declared value is **\$2,000** per Package, declarable at a surcharge as set forth below.

Declaring a value in the “Declared Value” field of the HLH Express Order Form used does not increase HLH Express’s limitations of liability for, and Shippers may not declare a value for damages related to providing or failure to provide C.O.D. service, including, but not limited to: failure to collect the C.O.D. amount; failure to collect the specified form of payment; collection of an instrument in the wrong amount; failure or delay in delivering the collected instrument to the Shipper; or collection of forged, insufficient funds, or otherwise invalid instruments.

Any declared value contrary to what is allowed in the applicable Terms or Service Guide (e.g., the portion of any declaration in excess of allowed maximums) is null and void. Acceptance for carriage or receipt of payment for any Package bearing a declared value contrary to what is allowed does not constitute a waiver of any provisions of the Terms or Service Guide limiting HLH Express’s liability or responsibility for any such Package. If a Shipper declares value in excess of the applicable maximum allowed or in any respect contrary to what is allowed in the applicable Terms or Service Guide, it is the Shipper’s sole responsibility to timely request an adjustment to recover any Charges. Shippers who fail to do so will be liable for all invoiced Charges.

Customers are only required to provide the Declared Value if only they opt for Insurance Service.

19.4 Insurance

Shipment insurance is an [optional, chargeable service](#) that is available for all customers. It covers the full **Declared Value** of your shipment in the unfortunate and rare event that a mishap might occur to your shipment while it is in HLH Express’s care.

HLH Express wants to help you curb the ambiguity of international shipping. With our insurance coverage, you can have peace of mind that your shipment will be fully covered until it reaches its intended recipient.

The price of insuring your shipment is **5%** of the insured value. The insurance covers the actual value of your shipment or the Maximum Declared Value in the unlikely event that it gets damaged or lost in our care.

19.5 Exclusions from Liability

HLH Express shall not be liable or responsible for:

- loss or damage to articles of unusual value (as defined in these Terms);

- loss or damage resulting from insects, moths, vermin, inherent vice, deterioration, dampness of atmosphere, extreme of temperature, ordinary wear and tear, or that which occurred or arose prior to or after the course of transportation by HLH Express;
- loss or damage resulting from improper, inadequate or unsafe packaging or wrapping that fails to meet HLH Express's published standards (as defined in these Terms);
- loss or damage to Perishable Commodities to the extent the loss or damage results from exposure to heat or cold or the perishable nature of the item;
- loss or damage to human remains, fetal remains, human body parts, human embryos, or components thereof;
- loss or damage to fluorescent tubes or bulbs;
- loss of, damage to, or irretrievability of data stored on any type of media, or of information including without limitation personal, health or financial information;
- loss or damage due to acts of God, natural disasters, war risks, acts of terrorism, nuclear damage, acts of public authorities acting with actual or apparent authority, acts or omissions of customs or similar authorities, authority of law, the application of security regulations imposed by the government or otherwise applicable to the Package, riots, strikes or other labor disputes, civil unrest, disruptions in national or local transportation networks (including, but not limited to, HLH Express's transportation network), disruption or failure of communication and information systems, or adverse weather conditions;
- loss or damage to any Package for which HLH Express has no scan or other record reflecting that the Package was tendered to HLH Express by the Shipper; or
- loss or damage to any Package containing articles that Shippers are prohibited from shipping, that HLH Express does not or is not authorized to accept for carriage, that HLH Express states that it will not accept, or that HLH Express has a right to refuse.

HLH Express shall not be liable for any damages of any kind, under any theory, arising from or relating to, directly or indirectly, in whole or in part, the loss of or unauthorized access, acquisition, use, modification, disclosure, or destruction of, or damage to, personal, health, financial, or any other type of data or information, including, without limitation, National Identification number, date of birth, driver's license number, credit card number, and financial account information. Notwithstanding any other provision to the contrary and to the fullest extent permitted by applicable law, HLH Express will in no event be liable to Shipper, Consignee, or any other person, for any loss, damage, or costs of any kind arising out of or related to any data loss, data exposure, unauthorized access to data or electronic system(s), or cybersecurity or data privacy incident, regardless of whether or not any such loss, damage, or costs are caused by, or otherwise attributable to, HLH Express.

HLH Express shall not be liable for any loss or damage arising from providing service to, or on behalf of, a person or entity that obtains such services, including the delivery of Package, by trick, false pretense, or other fraudulent scheme.

HLH Express shall not be liable for any damages arising from HLH Express's inability, failure, or refusal to comply with a request to stop, return, or re-route Packages after tender to HLH Express.

HLH Express shall not be liable for any interruption of service due to causes beyond HLH Express's control including, but not limited to: the unavailability or refusal of a person to accept Delivery of the Package, acts of God, natural disasters, war risks, acts of terrorism, acts of public authorities acting with actual or apparent authority, acts or omissions of customs or similar authorities, authority of law, insufficient information provided by a customer, Hazardous Material Packages improperly offered for transport, the application of security regulations imposed by the government or otherwise applicable to the Package, riots, a government agency hold, strikes or other labor disputes, civil unrest, disruptions of any kind in national or local transportation networks (including, but not limited to, HLH Express's transportation network), disruption or failure of communication and information systems, and adverse weather conditions.

UNDER NO CIRCUMSTANCES SHALL HLH EXPRESS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS, MISDELIVERY OF, OR DAMAGE TO PACKAGE, DELAYED DELIVERY, FAILURE TO ATTEMPT DELIVERY IN ACCORDANCE WITH THE HLH EXPRESS SERVICE GUARANTEE, OR LOSS OF DATA, WHETHER OR NOT HLH EXPRESS HAD KNOWLEDGE SUCH DAMAGES MIGHT BE INCURRED. UNDER NO CIRCUMSTANCES SHALL HLH EXPRESS BE LIABLE FOR ANY DAMAGES WHATSOEVER FOR DELAYED DELIVERY, EXCEPT AS SPECIFICALLY PROVIDED FOR SHIPMENTS MADE UNDER THE HLH EXPRESS SERVICE GUARANTEE.

Acceptance for carriage of any Package containing articles that Shippers are prohibited from shipping, that HLH Express does not or is not authorized to accept for carriage, that HLH Express states it will not accept, or that HLH Express has a right to refuse, does not constitute a waiver of any provisions of the Terms or Service Guide limiting HLH Express's liability or responsibility for any such Package.