

**STANDARD CONDITIONS OF CARRIAGE
IMPORTANT ADVICE TO CUSTOMERS**



By the Conditions set out below, OCS and its servants and agents are firstly **NOT BE LIABLE AT ALL FOR CERTAIN LOSSES AND DAMAGES**; and secondly, if they are to be liable, **THE AMOUNT OF LIABILITY** is in all circumstances **LIMITED TO THE AMOUNT STATED, THE MAXIMUM AMOUNT OF LIABILITY SHALL BE HK\$50.00 PER KG, PROVIDED THAT IN ALL CIRCUMSTANCES THE MAXIMUM AMOUNT OF LIABILITY SHALL NOT EXCEED THE AMOUNT STATED OR HK\$500.00 PER COURIER WAYBILL, WHICHEVER IS LOWER.** Customer's are therefore advised to seek their own insurance coverage in any areas in which liability and fault are not clearly accepted by OCS.

1	OCS (HK) Co., Ltd. shall in these conditions include OCS (HK) Co., Ltd. and their respective associate and subsidiary companies and appointed agents in the country of domicile of the customer.
2	Any business undertaken by OCS is carried out subject to the conditions hereinafter set out, each of which shall be deemed to be incorporated, in and to be a condition of any agreement whether written, oral or implied between OCS and a customer, OCS shall not be bound by any agreement supporting to vary these conditions unless such agreement shall be in writing and signed on behalf of OCS by a competent officer thereof. In absence of any such written agreement to the contrary these conditions shall constitute the entire agreement between OCS and each of its customers.
3	OCS is not a common carrier and will only carry goods subject to these condition which can only be altered by written agreement with OCS. OCS reserves the right to refuse the carriage, or transportation of any goods for any person, firm or company and the carriage or transportation of any class of goods at its discretion.
4	OCS undertakes, subjects to payment in accordance with rates notified to the customers from time to time to carry the customer's goods between OCS and individual customers. OCS procedure and by successive carriers and according to its own handling, storage and transportation methods.
5	OCS will notify customers from time to time of any materials which are not accepted by OCS for carriage (and in this regard see Clause 13). Where customers are supplied by OCS with a pouch, it is the customers responsibility to place all goods for carriage in that pouch which will be collected from the customers premises or as otherwise agreed by OCS representative for onward transmission.
6	Any rates quoted by OCS for carriage are exclusive of Value Added Tax, where applicable but are inclusive of, local airport taxes, which taxes constitute the total liability of OCS in connection with taxation, duties, levies, imports, deposits or outlays in respect of carriage of the customer's goods. Quotations are given on the basis of immediate acceptance and are subject to right of withdrawal or revision with or without notice.
7	The customer is liable for all losses, damages and expenses arising as a result of its failure to comply with its obligations hereunder or as a result of its negligence. OCS will not be liable for any penalties imposed or loss incurred due to the customer's goods being impounded by customs or similar authorities and the customer hereby indemnifies OCS against any such penalty or loss, OCS accepts no responsibility for incorrect packaging or damages to goods or goods consigned unless such damages can be proven to have arisen through the gross negligence of OCS, its servants or agents. It is the sole responsibility of the customers adequately each consignment of goods to enable effective delivery to be made. OCS shall not be liable for delay in delivery or forwarding resulting from its customer's failure to comply with its obligation in this respect.
8	OCS reserves the right to inspect the goods consigned by its customers to ensure that all goods or particular items are capable of carriage to the country of destinations within the standard operating procedures, customs declaration and handling methods of OCS. In making this reservation OCS does not warrant that any particular item to be carried is capable of carriage without infringing the law of any country or state from to or through which the item may be carried.
9	OCS will only carry goods which are the property of the customers and the customer warrants that it is authorized to accept and is accepting these conditions not only on behalf of itself but also as agent for and on behalf of all other persons who are or may thereafter become interested in the goods. The customer hereby undertakes to indemnify OCS against any damages, costs and expenses resulting from any breach of this warranty.
10	OCS is responsible for the customer's goods whilst they are within its custody or control and shall be liable subject to Clause 11 hereof for loss sustained by the customer due to damage or loss of the goods whilst under OCS custody of control provided that such loss or damage was due to the negligence of OCS, its servants or agents. Save as aforesaid OCS shall be under no liability in respect of the goods carried by it and in particular shall not liable, for consequential loss however the same shall rise. The parties agree that consequential loss shall be deemed to included without restriction commercial. Financial or other direct loss including loss of interest and utility whilst OCS will try to deliver document in accordance with any agreed schedule OCS will not be liable for delay or non-performance of any carriage.
11	(a) OCS shall not be liable for or in respect of any loss or damages suffered by the customer howsoever caused or arising and without limiting the generality of the foregoing, whether caused or arising by reason or on account of loss or damages to goods, destruction of goods as a result of mis-delivery or non-delivery or delay in delivery, concealed damages, deterioration, contamination, evaporation, cancellations, or delays in scheduled air flight in customs procedures or any internal re-mailing or any other means of non-forwarding in or to overseas countries, war, invasion, acts or foreign enemies, hostility (whether war be declared or not), civil war, rebellion, insurrection military or usurped power, confiscation, nationalism, or under the order of any Government or public or local authority. (b) OCS shall not under any circumstances be liable for loss or damages resulting from of attributable to any question, statement representation of information whether oral or in writing however wheresoever or to whomsoever made or given by or on behalf of the Company or by any servant, employee or agent of the Company as to the classification of or liability for amount, scale or rate of or as to whether any goods or property are such that the Company shall commit any breach of any Act of parliament Regulation or Ordinance made in respect of the same. (c) OCS does not give any advice with respect to the provisions of any Act of parliament or rules or regulation made thereunder or of any subordinate or autonomic legislation of whatsoever type or kind, or represent or advise that any action by it or on its behalf complies or will comply with such provisions. This Company does not claim that it possesses the standard of competence or its prepared to exercise the diligence generally shown by persons who carry on the business of giving advice of the kind hereinbefore referred to. The Company is not acquainted with the standard or capable of complying with it and has no appreciation of the native and magnitude of the loss which the customer may sustain, if the Company do not comply with such provisions.
12	Any claim brought by a customer against OCS, in respect of duties and liabilities hereunder must be notified by the customer to an office of OCS in writing within 28 days of the day when the goods should have reached their destination. No claim may be made against OCS outside this time limit.
13	OCS will not carry (in addition to those items mentioned in Clause 3 hereof) dangerous, hazardous, combustible or explosive material, gold and silver bullion, coin, dust, cyanides, precipitates or any form of including commercial cargos or industrial diamonds, currency (paper or coin) of any nationality, uncanceled postage or revenue stamps, blank or endorsed bank cashier's cheques, money orders or traveller's cheques, negotiable securities, letters, antiques, pictures, livestock or plants and in the event that any customer should consign such items with OCS the customer shall indemnify OCS for all claim, damages and expenses arising in connection therewith and OCS including the right to abandon carriage of the same immediately upon OCS having knowledge that such item infringes these conditions.
14	OCS is not an air transport undertaking within the Warsaw Convention 1929 and subsequent air carriage treaties and legislation and act as agent for its customers when consigning goods with a particular airline for onward carriage, and without prejudice to its general right of subrogation hereunder OCS shall have the right to recover compensation from any airline for loss, damages or expenses which OCS shall either incur itself or which loss, damages or expenses shall have accrued to a customer hereunder.
15	All Agreements between OCS and its customers shall be governed by local Law and within the exclusive jurisdiction of the local Courts.
16	The customer is liable for all courier charges as well as any charges which may incur for delivery of carriage in case of consignee fail to pay the courier charges of consignment under collect basic.