



**YUNDA EXPRESS PTE. LTD.**

No. 21 Woodlands Close #07-47 Primz Bizhub Singapore 737854  
Hotline: 1-300-88-8381 Websites: <https://www.yunda.asia/>

## STANDARD TERMS & CONDITIONS OF CARRIAGE

1. All packages consigned to **Yunda Express Pte. Ltd.** ("**Yunda Express**") for delivery are subject to the Standard Terms & Conditions of Carriage of **Yunda Express** stated in quotation.
2. All packages consigned to **Yunda Express** for delivery is using shipper tracking number as a reference of tracking and shipper shall stick allocated cargo marking onto each parcel.
3. The delivery rates ("Delivery Rates") quoted in this proposal are based on deliveries from the specified point(s) to the relevant point of delivery;
4. **Yunda Express** may perform any of the following activities on Shipper's or Receiver's behalf in order to provide its services : (1)complete any documents, amend product or service codes, and pay any duties, taxes or penalties required under applicable laws and regulations ("Customs Duties"), (2)act as Shipper's forwarding agent for customs and export control purposes and as Receiver solely for the purpose of designating a customs broker to perform customs clearance and entry and (3)redirect the Shipment to Receiver's customs broker or other address upon request by any person who Yunda Express Pte. Ltd. believes in its reasonable opinion to be authorized.
5. A Shipment is deemed unacceptable if:(1)no customs declaration is made when required by applicable customs regulations,(2)contains counterfeit goods, animals, bullion, currency, gemstones; weapons, explosives and ammunition; human remains; illegal items, e.g ivory and narcotics,(3) address is incorrect/not properly marked or its packaging is defective or inadequate to ensure safe transportation with ordinary care in handling,(4)delivery address is a P.O. Box address,(5)contains any other item which **Yunda Express** decides cannot be carried safely or legally.
6. If the Shipment is deemed to be unacceptable as described in Point 5, or it has been undervalued for customs purposes, or Receiver cannot be reasonably identified or located, or Receiver refuses delivery or to pay Customs Duties or other Shipment charges, **Yunda Express** shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against Customs Duties, Shipment charges and related administrative costs with the balance of the proceeds of a sale to be returned to Shipper. **Yunda Express** shall have the right to destroy any Shipment which any law prevents **Yunda Express** from returning to Shipper as well as any Shipment of Dangerous Goods.
7. **Yunda Express** has the right to open and inspect a Shipment without notice for safety, security, customs or other regulatory reasons.
8. If the packages cannot be delivered or is not duly received by the consignee after confirmation calls from the delivery team, the customer shall still pay the additional delivery charges before second delivery attempt if incurred;
9. Shipper, or the Receiver shall pay or reimburse **Yunda Express** for all Shipment or other charges due, or Customs Duties owed for services provided by **Yunda Express** or incurred by **Yunda Express** on Shipper's or Receiver's behalf. Payment of Customs Duties may be requested prior to delivery.
10. Any enquiry on deliveries must be made within 7 days from the shipping date failing which **Yunda Express** shall be at liberty to reject such request made by the customer. The customer shall pay any charges specified by **Yunda Express** for such services;
11. Request for a hardcopy of a prove of delivery (EPOD) must be made within 1 month from the date of shipment delivered which **Yunda Express** shall be at liberty to reject such request made by the customer. The customer shall pay any charges specified by **Yunda Express** for such services;
12. **Yunda Express** is not liable for any loss or damage arising out of circumstances beyond **Yunda Express**'s control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to **Yunda Express**; any act or omission by a person not employed or contracted by **Yunda Express** – e.g Shipper, Receiver, third party, customs or other government official; "Force Majeure" – e.g earthquake, cyclone, storm, flood, fog, war, carrier crash/sink, embargo, riot, civil commotion, or industrial action.
13. The customer is aware that loss or damage may occur at any time from the point of pick up to the point of delivery and that the customer shall bear all the risks thereof. The customer shall be responsible to ensure that any shipment is properly and adequately insured;
14. For any claims, the customer shall be bound by the Standard Terms & Conditions of Carriage of **Yunda Express** hereof. For further clarification as to the type of packages acceptable to **Yunda Express**, please consult our sales or customer service personnel;
15. **Yunda Express** reserves the right to amend, vary or revise the rates (without notice), charges and the terms and conditions herein or its Annexures from time to time and upon terms as **Yunda Express** deems fit. The customer upon tender of packages or shipment to **Yunda Express** or by using any service provided by **Yunda Express** shall be deemed to have accepted and agreed to the terms and conditions herein;
16. Any claim brought by a customer against **Yunda Express** hereunder must be notified by the customer to an officer of **Yunda Express** in writing within 2 days of the date when the documents or goods should have reached their destination after which date, no claim howsoever shall be entertained by **Yunda Express**. No claim shall be entertained until all outstanding due to **Yunda Express** from the customer have been fully settled. The amount of any such claim shall not be set-off against any amount owing to **Yunda Express**.
17. The liability of **Yunda Express** shall be limited to the payment by **Yunda Express** by way of damages of a sum of not exceeding SGD100 or its equivalent per consignment or the value of the consigned goods or document whichever is lesser, For the purpose of establishing the amount of **Yunda Express** liability under this clause the value of a document of the goods shall be ascertained by reference to their replacement or constitution value at the time and place of shipment without reference to their commercial utility to the customer and other items of consequential loss.
18. Shipper/Receiver shall indemnify and hold **Yunda Express** harmless for any loss or damage arising out of Shipper's/Receiver's failure to comply with the following warranties and representations: (1) all information provided by Shipper/Receiver or its representatives is complete and accurate, (2) the Shipment is acceptable for transport under Point 5 above,(3) the Shipment was prepared in secure premises by reliable persons and was protected against unauthorized interference during preparation, storage and any transportation to **Yunda Express**, (4) Shipper has complied with all applicable customs, import, export, data protection laws, sanctions, embargos and other laws and regulations; and (5) Shipper has obtained all necessary consents in relation to personal data provided to **Yunda Express** including Receiver's data as may be required for transport, customs clearance and delivery, such as e-mail address and mobile phone number.
19. Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of **Yunda Express**, to the non-exclusive jurisdiction of the courts of, and governed by the law of the country of origin of the Shipment and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.
20. The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.