

Terms & Conditions

Last updated: September 21, 2018

Agreement to Terms of Use

These Terms and Conditions of Use (the "Terms of Use") apply to all services provided by Fulfillmen Logistics, its subsidiaries and affiliates, including logistics services around the world (collectively, the "Services"). BY USING THE FULFILLMEN LOGISTICS SERVICES, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SERVICES.

Fulfillmen Logistics reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Services following the posting of changes will mean that you accept and agree to the changes.

Definitions

As used in the following terms and conditions of this agreement, "you" and "your" refer to the sender, its employees and agents. "We", "our" and "us" refer to Fulfillmen Logistics.

Agreement to Terms

By giving us your shipment to deliver, you warrant that you are the owner of the goods transported hereunder or you are the authorized agent of the owner of the goods and you agree to the terms and conditions set forth. We reserve the right to change, modify or delete, in whole or in part, these terms and conditions at any time. By utilizing our broker services, you understand and agree that we may contract with one or more direct or indirect air carriers or other transportation service providers for the delivery of your shipment. Nothing in this agreement is intended to or shall be deemed to provide you with any greater rights or remedies than are available to us in the event of any actions, inactions, errors, omissions or negligence of any direct or indirect air carrier or other transportation service providers being utilized in the delivery of your shipment.

Right to Inspect

We reserve the right to and may, at our option, open and inspect your shipment after we receive them from you.

No C.O.D. Services

We do not provide C.O.D. services of any kind. If you send a shipment C.O.D. by mistake, we will deliver the shipment and invoice our charges to you.

Responsibility for Payment

You will always be primarily responsible for all delivery costs, as well as any costs we may incur in returning a shipment to you or otherwise holding or disposing of such shipment if delivery cannot be effected.

All charges must be paid by you in advance unless we agree in writing to extend credit to you; the granting of credit to you in connection with a particular transaction shall not be considered a waiver of this provision by us.

Qualified Acceptance

We reserve the right to reject a shipment after acceptance but prior to delivery when such shipment may or would be likely to include goods on our prohibited and dangerous goods list, cause damage or delay to another shipment, our equipment or personnel, (or the equipment, personnel or other shipment of indirect or direct air carriers or other transportation providers) or if the transportation, handling, delivery or possession of such shipment and/or its content is prohibited by law or is in violation of any applicable rule or regulation or the terms set forth herein.

Limitations on our Liability

Our liability for delays not caused by your negligence is, and shall be, limited to a refund of your delivery charges only.

In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, we rely on the correctness of all documentation, whether in written or electronic format, and all information furnished by you; you shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold us harmless from any and all claims asserted and/or liability or losses suffered by reason of your failure to disclose information or any incorrect, incomplete or false statement by you or your agent, representative or contractor upon which we reasonably relied. You agree that you have an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

We will not be liable for your acts of omissions, including but not limited to improper or insufficient packaging, packing, securing, marking or addressing, or for the acts or omissions of the recipient or anyone else in connection with the shipment.

We will not be liable for loss, damage or delay caused by events we cannot control or reasonably foresee, including but not limited to acts of God, negligence or improper conduct of direct or indirect air carriers or other transportation providers with whom we contract for delivery of your shipment, fire, theft, perils of the air, weather conditions, mechanical delays, act of public enemies, war, strikes, work stoppages, civil commotions, or acts or omissions of public authorities (including customs and quarantine officials) with actual or apparent authority. We

will not be liable for loss or damage to shipments of cash, currency or other prohibited items. Our current list of prohibited items is available upon request.

WE WILL NOT BE LIABLE IN ANY CASE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OR PROFITS OR INCOME, WHETHER OR NOT WE KNEW THAT SUCH DAMAGES MIGHT BE INCURRED.

Indemnification/Hold Harmless

You agree to indemnify, defend, and hold us harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of your or customers merchandise and/or any of your conduct, including but not limited to the inaccuracy of entry, export or security data supplied by you or your agent or representative or customer, which violates any Federal, State and/or other laws, and further agree to indemnify and hold us harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which we may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against us, we shall give notice in writing to you by mail at your address on file with us.

Value and Liability Limitations

Our services are priced on the expectation that our shippers will directly insure any shipment they deem to be of significant or extraordinary value. We are only responsible for packages in our possession in a limited amount. We cease to be liable for any loss or damage when we transfer the package, whether to an international carrier, an airline, a last mile delivery service, a postal service, or any other carrier. Because of the nature of the services, and the reliance on third party carriers in many cases, we cannot guarantee timely delivery and you agree we have no liability based on delayed delivery. In any event, the total amount of our liability will be limited to your actual damages you can document, up to a maximum obligation of one hundred dollars (300 RMB) per manifest. In no event will we be liable to you, or to any party you are shipping to, in excess of that 300 RMB limit, even if we are at fault for the loss or damage.

Claims

All claims must be made by you in writing:

Within ten (10) days of delivery of your shipment if your claim results from shortage, damage or delay; or Within sixty (60) days after we accept your shipment if your claim results from non-delivery or overcharges. Your rights shall only be preserved if you notify us in writing of your claim within the applicable time period set forth herein. It is suggested that you send such written notice by certified electronic mail, return receipt requested, in order to evidence such notice.

Within thirty (30) days after you notify us of your claim, you must send us all relevant information about it. We are not obligated to act on any claim until you have paid all delivery charges, and you may not deduct the amount of your claim from those charges. If the recipient accepts your shipment without noting any damage on the delivery record, it will be assumed that the shipment was delivered in good condition. In order for us to process your claim, you must, to the extent possible, make the original shipment available for inspection.

All claims must refer directly to the relevant manifest or consignment number. We shall not be liable for any claims unless you bring an appropriate action within one (1) year after the date written notice is given to you that we have disallowed your claim in whole or in part.

Broker Services Only

We serve only as brokers for the delivery of your shipment. We act as an intermediary between you and other indirect or direct air carriers or other transportation providers who are responsible for delivery of your shipment to the recipients. Our services are limited to some or all of shipment pickup at your location and transmittal to such other indirect or direct air carriers or other transportation providers who perform the actual delivery services. Nothing contained in these Terms and Conditions shall create, imply or expose us or our employees and agents, to liability, cost or expense as a result of the actions, inactions, errors, omissions or negligence of any such other indirect or direct air carriers or other transportation providers being utilized in the delivery of your shipment. You are required to give us a limited power of attorney to enable us to provide our contracted services to you.

Account Cancellation

You may cancel your account at any time. You will be asked to verify your account information and confirm your intent to cancel your account.

Except where prohibited by applicable law, unused free or other promotional balance reflected in your account is never refunded; such credits, if any, expire and are forfeited automatically upon cancellation of your account. Non-promotional account balances in excess of \$1.00 (one dollar) will be refunded upon request. You may request a refund of your non-promotional account balance when you request to close your account. If you have unpaid service fees or other outstanding charges, your refund, if approved, may be delayed or used to pay, in whole or in part, the outstanding balance.

Confidential Information

"Confidential Information" includes our, but is not limited to, rates, product schematics or drawings, descriptive material, specifications, source code or object code, sales and customer information, our business policies or practices, information received from others that we are obligated to treat as confidential, and other materials and information of a confidential nature. You shall not use any Confidential Information other than for purposes of evaluation in connection with our products and services or as otherwise expressly authorized by the us.

Confidential Information may be disclosed, reproduced, summarized or distributed only in pursuance of your business relationship with us.

International Shipments

International air carriage is subject to the rules relating to liability established by the Convention for Unification of Certain Rules relating to International Carriage by Air; signed at Warsaw, October 12, 1929. We have a separate form of international air waybill. If your shipment is not accompanied by this form of international air waybill, you hereby authorize us to prepare and sign on your behalf such international air waybill containing, among other things, customs provisions and limitations on liability.

Dimensional Weight

Shipments where dimensional weight exceeds actual weight are charged based on dimensional weight according to the following volumetric calculation: Dimensional weight in kg per package = Length x Height x Width in cm / 5,000.

Prohibited and Dangerous Items

You are responsible for checking whether or not an item is prohibited or restricted: <https://www.fulfillmen.com/help-support/>

Rates and Shipping

Any shipment containing batteries requires pre-authorization;

Shipments containing lithium batteries are subject to prevailing regulations and packaging requirements as set out by the International Air Transport Association (IATA);

An accurate pre-alert must be provided electronically prior to shipment drop-off at Fulfillmen facilities or pick-up;

Rates are applicable only when shipment is consigned according to instructions and presentation requirements;

Fulfillmen reserves the right to review and adjust its rates at any time without notice;

All shipments are subjected to customs inspection and clearance;

Any penalties, customs duties and/or other relevant taxes imposed by authorities will be invoiced to consignor at cost;

Balloon, oversize and volume pricing may apply.