

SPX Xpress General Terms and Conditions

1. Introduction

- 1.1 Welcome to SPX Xpress. SPX Xpress (Malaysia) Sdn. Bhd. is a licensed courier service provider providing courier delivery services for its customers. By giving us your Shipment, you accept our terms and conditions set out here and in the consignment notes. Our terms and conditions also cover and can be invoked by anyone we use or sub-contract to collect, transport, deliver your shipment or perform other services. All terms and conditions are subject to change at SPX's discretion.

2. Definitions

"SPX/we/us/our" means SPX Xpress (Malaysia) Sdn. Bhd. and/or its affiliates.

"You/Your/Seller/Sender" means the party receiving delivery services from SPX for the distribution of its Shipment.

"Buyer/Recipient" means the recipient of whom the Shipment is meant to be delivered to.

"GTC" means these General Terms and Conditions of SPX.

"Shipments" means one or more mail or parcel items containing goods or press items or dialogue marketing material or any other items or materials which the Sender hands over to SPX, and which may be transported and delivered by any means of transport selected by SPX, whether by air, road or any other means of transport. Each such shipment is transported under limited liability pursuant to these GTC.

3. Shipments

- 3.1 The Sender shall be responsible for any fragile items including but not limited to mirrors, televisions, smartphones, vase and other items that can be easily broken or damaged ("**Fragile Items**") and shall ensure it is properly and securely packed and labelled "FRAGILE".
- 3.2 We shall only be liable for compensation of any uninsured Fragile Items to the actual value of the Fragile Item, subject always to a cap of RM300 only. We shall not be liable for any insured Fragile Items.
- 3.3 SPX shall not undertake the transport and delivery of any Shipment that contains Prohibited Goods (as defined below). Prohibited Goods include, but are not limited to the items listed below, and as may be updated from time to time by SPX:
- i. Shipments that contains content, external form, transportation or storage of which violates a statutory prohibition or a prohibition by a public authority, in particular – but without limitation – regulations regarding export, import or customs law of the countries of origin, destination or transit, or goods for which special equipment (e.g. for temperature-controlled goods), safety precautions or authorizations are required;
 - ii. the transportation of Shipments or items of which is prohibited or is subject to special restrictions under International Air Transport Association (IATA) or International Civil Aviation Organisation (ICAO) rules or any other applicable national or international rules relating to the transportation of, or the performance of other services regarding, dangerous goods;
 - iii. the transportation and/or storage of Shipment which is subject to hazardous goods regulations, including but not limited to goods that are not completely free from restrictions under current IATA, ICAO or any other application hazardous goods regulations;
 - iv. Shipments where its content of violates intellectual property rights, including forged, counterfeit or unlicensed copies of products (brand and trademark piracy);
 - v. Shipments where its content or external characteristics may cause death or injury to or infection of persons or damage to property;
 - vi. Shipments containing live animals or human remains;
 - vii. Shipments containing narcotics or intoxicants;
 - viii. Shipments containing cash or other methods of payment, precious metals, works of art, jewelry, watches, precious stones or other valuables or securities (unless otherwise agreed by SPX in its sole and absolute discretion);

- ix. Unfranked or insufficiently franked Shipments and Shipments transported or posted with the intention of fraudulently obtaining the transport service without paying for it;
- x. Shipments that contain weapons, including but not limited to firearms, or parts thereof, imitation weapons or ammunition; and
- xi. Shipments that contain obscene or pornographic articles.

3.4 The Seller warrants that the Shipment does not contain any Prohibited Goods and has been correctly packaged and is appropriately protected. Notwithstanding any other rights of SPX, the Seller shall indemnify SPX and its affiliates from any liability for third-party claims resulting from the transportation or delivery of Prohibited Goods or other inadmissible or unlawful goods. The contractual liability of SPX for its own conduct and that of its agents or subcontractors remains unaffected.

3.5 The Seller undertakes to indemnify SPX promptly upon first demand against any loss or damages arising out of any alleged third-party claims and any other loss or damage that SPX incurs as a result of the transportation or delivery of the Prohibited Goods or other inadmissible or unlawful goods. The indemnity by the Seller shall also cover the expenses incurred by SPX in connection with the provision of information, confiscation by any government authorities or border seizure, which are required by law or have been ordered by a court or a government authority.

3.6 If a Shipment contains Prohibited Goods or the Shipment – because of its nature (size, format, weight, contents, etc.) or for other reasons, SPX shall be entitled to:

- i. refuse acceptance of the Shipment;
- ii. if the Shipment has already been handed over, return it or store it until its collection;
- iii. Transport the Shipment without notifying the Seller and, if necessary and/or required by law, to choose a different route (e.g. by road and sea instead of by air freight as planned) and to invoice the Seller for any additional costs incurred as a result. SPX shall also be entitled to exercise the rights referred to in the paragraph above if it suspects that the Shipment contains Prohibited Goods or that there are any breaches of contract and the Seller fails to comply with SPX's request to supply information.

3.7 SPX is not obliged to check whether a Shipment contains Prohibited Goods. However, SPX shall be entitled to open a Shipment and to inspect the contents if it suspects that the Shipment contains Prohibited Goods. In addition to the foregoing, SPX has the right to open and inspect a Shipment without notice for security or customs or other valid reasons.

3.8 Sender may purchase insurance coverage to insure the Sender's Shipments.

4. Delivery Standards and Customer Service Contact Information

4.1 SPX aims to deliver the Sender's product ("**Product**") to Buyer at the place of delivery requested by Buyer in an order placed on Shopee Mobile Malaysia Sdn. Bhd.'s ("**Shopee**") platform ("**Order**") and the estimated delivery time indicated below:

Origin	Destination	
	East Malaysia	West Malaysia
East Malaysia	1-7 Days	1-7 Days
West Malaysia	1-7 Days	1-3 Days

Note: Delivery times may be longer for sea shipping or buyer self-collect methods.

4.2 SPX shall notify Buyer if we expect to be unable to meet our estimated delivery date, but, to the extent permitted by law, SPX shall not be liable to Buyer for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

- 4.3 Upon delivery of the Product, Buyer may be required to sign for delivery.
- 4.4 Both Seller and Buyer may contact Shopee Customer Service Team via the Shopee App (“**Complainant**”) in case of any faults, defects or damage of the Shipment (“**Complaint**”). Shopee’s Customer Service Team is available on Mondays to Fridays from 9:30 a.m. to 6:30 p.m. (excluding public holidays). We will attempt to resolve the Complainant’s Complaint within five (5) working days (“**Resolution Time**”). However, more time for resolution may be required depending on the nature of the Complaint. Upon our request, the Complainant must provide documents necessary for the investigation of the Complaint. Failure to do so may hinder our investigation and delay the Resolution Time.
- 4.5 Please note that it might not be possible for SPX to deliver to some locations in which event, we will inform Buyer using the contact details that Buyer provided to Shopee when Buyer make the Order and arrange for cancellation of the Order or delivery to an alternative delivery address.
- 4.6 All Shipments must meet SPX’s packaging guidelines.

5. Shipping Charges and Limitations

- 5.1 The dimensional weight, dimensional limit and actual weight limit of each Shipment is stated as follows: SPX will only deliver Shipments up to 30kg (actual or dimensional weight, whichever is higher)

Dimensional weight

Length (cm) x Width (cm) x Height (cm)

5000

Length is defined as the longest side of the parcel. Height is the shortest side of the parcel (neither one of the dimensions should exceed 100cm).

- 5.2 Any Shipment may be re-weighed and re-measured by SPX to confirm this calculation and SPX shall have discretion in assessing the charges applicable for that Shipment.

6. Limitation of Liability

- 6.1 SPX will make every reasonable effort to deliver the Shipment according to SPX’s regular delivery schedules, but these schedules are not binding and do not form part of this GTC. SPX is not liable for any damages or loss caused by delay.
- 6.2 All risk in the Product shall pass to Buyer upon delivery and SPX will not be liable for loss or destruction of the Product. Any breach of obligations by Buyer might affect the Buyer’s ability to shop on the Shopee platform in the future and SPX shall not be liable for that.
- 6.3 Our liability to you for whatever reason for transportation services performed by us, including without limitation breach of contract, negligence, wilful act or default, our liability to you for loss, damage, missed delivery or non-delivery of your shipment or the part affected is at all times limited to the lower of the market value of the shipment at the time of carriage or the cost of repairing the shipment or the part affected with in each case an upper limit that does not exceed RM200 per shipment. Please note that we are not liable to you for any form of compensation in the event of delay in the delivery of the Shipments.

7. Force Majeure

- 7.1 Notwithstanding with any other terms of this GTC, SPX is not liable for any loss or damage arising out of circumstances beyond SPX’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 SPX; any act or omission by a person not employed or contracted by SPX, e.g. Seller, Recipient, third party, customs or other

government official; any Force Majeure events. "Force Majeure" shall include events such as earthquake, cyclone, hurricane, storm, flood, fog, radiation contamination, pandemic, war, plane crash or embargo, riot or civil commotion, industrial action or disputes, or any other events that is beyond SPX's control.

8. Data Protection

8.1 In the event any information submitted by Seller to SPX contains personal data that is subject to the protection of applicable privacy and data protection laws and regulations, SPX shall limit the disclosure and processing of the personal data to such extent as is reasonably required to effect performance of the services, to manage and administer the Seller's account(s) with SPX, to advertise products and services provided by SPX (subject at all times to the Seller's right to decline and SPX's compliance with applicable privacy and data protection laws and regulations) and for such other purposes as may be required by law, including, communicating the same to customs authorities. The Seller warrants that all personal data provided to SPX has been fairly and lawfully obtained and the Seller has authority to disclose such personal data to SPX for the purposes mentioned above. The Seller shall fully indemnify and keep SPX fully indemnified against any and all liability incurred by SPX as a result of such breach howsoever arising.

9. Miscellaneous

8.1 Governing Law and Jurisdiction. This GTC shall be governed by and construed in accordance with the laws of Malaysia. In the event of any dispute, controversy, claim or difference of any kind whatsoever arising between the parties in connection with this GTC, including the breach, termination or validity of this GTC, or in connection with the determination of any matters which are subject to objective determination pursuant to this GTC ("Dispute"), which Dispute has been subject of a written notice by one party to the other ("Dispute Notice"), the parties shall attempt, for a period of thirty (30) days after the receipt by one (1) party of a notice from the other party of the existence of a Dispute, to settle such Dispute in the first instance by mutual discussions between the senior management of each of the parties. If the Dispute cannot be settled by mutual discussions within the thirty (30) day period, it shall be referred to and finally resolved by arbitration administered by the Asian International Arbitration Centre in Kuala Lumpur in accordance with the Arbitration Rules of the Asian International Arbitration Centre ("AIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. There will be three (3) arbitrators and the language of the arbitration shall be English. Both parties agree that Part III of the Arbitration Act 2005 shall not apply to this GTC or the arbitration proceedings arising out of this GTC.

8.2 Notices. All notices under the terms of this GTC will be deemed given as of the day they are received either by overnight courier, email, postage prepaid certified or registered mail, or facsimile, and addressed either to SPX or the Buyer at their respective addresses informed by the parties in writing.

8.3 Subcontractors. SPX may exercise its rights under this GTC via its affiliates and subcontractors.

8.4 Independent Contractor. This GTC will not be construed as creating a partnership, joint venture, or agency relationship or as granting a franchise. The parties are independent contractors in the performance of this GTC. Neither party is authorized to bind the other party to any liability or obligation or to represent that it has any authority to do so.

8.5 Waiver. Any waiver of the provisions of this GTC or of a party's rights or remedies under this GTC must be in writing provided in accordance with Section 8.2 to be effective. Failure, neglect, or delay by a party to enforce the provisions of this GTC or its rights or remedies at any time will not be construed as a waiver of the party's rights under this GTC and will not in any way affect the validity of the whole or any part of this GTC or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this GTC will not preclude the enforcement by the party of any other right or remedy under this GTC or that the party is entitled by law to enforce.

- 8.6 Severability. If any term, condition, or provision in this GTC is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this GTC. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this GTC, which will continue to be valid and enforceable to the fullest extent permitted by law, and the tribunal will preserve, as far as possible, the original intention of the parties with respect to the severed term, condition, or provision.
- 8.7 Remedies Cumulative. No single or partial exercise of any right or remedy will preclude any other or further exercise of any other right or remedy. Rights and remedies provided in this GTC are cumulative and not exclusive of any right or remedy provided at law or in equity.
- 8.8 Confidentiality. You shall not disclose any terms or arrangements between the Buyer and SPX to any third party without SPX's prior written consent, except as required by applicable law.
- 8.9 Headings. Headings are used in this GTC for reference only and will not be considered when interpreting this GTC.
- 8.10 Integration. These GTC, together with any other policies, and agreements between you and us shall constitute the entire agreement of the parties with respect to the subject matter of this GTC and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to that subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this GTC will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this GTC, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. These terms and conditions may be amended by SPX at any time.

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