

Wil-Can Logistics (HK) Company Limited Standard Terms and Conditions

In these terms and conditions, 'We', 'our' and 'us' mean the Wil-Can Logistics (HK) Company Limited and 'You' means the customer or the customers agent. 'Item' means (1) The entire contents of a box, parcel, package, carton, or similar container; and (2) Any other object or thing that is moved, handled or stored by us. 'Services' means the whole of the work to be undertaken in connection with the removal, storage and transport of goods, and any handyman services.

1. Quotations

Our quotation is a fixed price, it does not include insurance, customs duties, or any other fees paid to the government department of any country. We may change the quotation if:

- a. Additional costs because of changes in the exchange rate, taxation or any other operation costs outside of our control. Should there be a major fluctuation, we reserve the right to revise the costs accordingly;
- b. Freight rates may be subject to change without notice. The booking is based on current ocean / air freight rates. A general rate and a peak season surcharge shall be expected. The amount is not available at the time of our quotation. Official receipts will be supplied to support the rate increases (if any);
- c. Change of the volume of the goods to be moved or stored. Final charges for the consignment will be based on the Actual Gross Volume of the shipment after packing and crating has been completed;
- d. There are delays outside of our control.

2. Service in Hong Kong

- a. We provide ONE (1) time of empty box delivery for self-pack of personal & non-breakable items, One (1) time & ONE (1) pack & pick up location;
- b. A packing crew led by an experienced supervisor will prepare a Packing List as a Cargo Receipt for export/import customs formality on the packing day; The crew will fully pack your possessions with packing materials (such as cartons, sealing tapes, bubble wraps, newsprint papers, etc., except special crating);
- c. The packed shipment returns to our warehouse for consolidation until a groupage container is ready. The shipment departs to the destination safely and expediently utilizing the leading carriers;
- d. Information of Expected Time of Arrival (ETA) will be provided to you after the groupage container loaded & departed from the Hong Kong Port. We prepay the normal ocean freight & terminal charge.

3. Arrival at the Destination

- a. Our office/agent at the destination country will contact you to arrange customs clearance and delivery upon arrival;
- b. Our quotation includes normal customs clearance/ENS filing, shipment collects from the import customs bonded depot & direct delivery to the residence with legal & suitable parking space, truck unloads (within 30 meters from the parking space), indoor delivery to ground & up to 1st floor of a house with normal access (maximum ratio 50/50), placement of carton (not unpack), unpack/placement/simple set up of furniture & removal of packed debris on the day of delivery.

4. Common Excludes

Services not included in the quotation, and which we will not provide, unless agreed in writing in advance are:

- a. Weekend & public holiday delivery surcharge, insurance/General Average Bond, Storage Extension Coverage, re-delivery thru storage, short/long-term storage at destination, warehouse in/out handling charge, demurrage/storage charge over official free period, peak season / port congestion surcharge, customs duties/taxes, customs/quarantine/x-ray examination or associated fees, dutiable/commercial clearance, labor strikes or associated fees, import permits/licenses, delivery to commercial/industrial area, over-weight surcharge, over-area surcharge, heavy item delivery above ground floor level, delivery above 1st floor (if detached house), delivery thru elevator/podium elevator, entire shipment delivery thru staircase-carry, parking permits/fees/fines, external crane/ladder delivery, split/shuttle delivery, special item handling (such as piano, safe, marble, pool table, etc.), unpack of carton, 3rd party professional service (handyman, electrician, plumber, carpentry, maid, etc.), assembly of brand new/IKEA or IKEA type/flat-packed furniture (more than 8 screws), bad access of long-carry/staircase-carry, heavy lifting & hoisting, 2nd time of unpacked debris pick up, such refundable or non-refundable fees payable to government department or building management, unless otherwise stated in this quotation. Saturday delivery in some destinations will incur additional charges;

5. Your Responsibilities

You should -

- a. Check that nothing that should be moved is left behind and nothing is taken away in error;
- b. Provide us with a correct and up to date address and telephone number during removal and/or storage of goods;
- c. Be present or represented throughout the packing and removal process;
- d. Ensure that goods are protected where they are left in unattended premises or where people unconnected with the removal are present;
- e. Ensure that adequate access is available to all relevant premises for the purpose of performing the services;
- f. Allow us to inspect the contents of any carton, package or article offered for removal; and
- g. Obtain, at your expense, all necessary licenses, work permits, move-in/move-out permits and other required documents to enable our Services to be completed.

6. Goods not to be submitted for removal or storage

You must NOT include in the goods to be removed:

- a. Passports/travel documents, wallets/handbags containing valuables, mobile phones, portable IT/electronic devices, currency, cash, bank or credit cards, jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins, valuable or fragile collections of any kind;
- b. Perishable items and/or those requiring a controlled environment;
- c. Dangerous, damaging or explosive items, including paint, aerosols, ammunition, firearms, or weapons of any kind;
- d. Animals, plants or goods, including food, likely to encourage vermin or other pests or to cause infection;
- e. Goods which require special licence or government permission for export or import; or
- f. Prohibited or stolen goods or drugs.

If you do include any of the above in the goods to be removed, we will not accept any liability for any loss or damage to them.

If any of the items or substances which are listed under 6(b), (c), (d), (e), (f) are in your goods,

- i. We may remove, destroy, or otherwise dispose of or sell such items or substances, in which case we will pay you the net proceeds of the sale after deducting the costs and expenses incurred by us and any payment or sums due to us from you; and
- ii. You will indemnify us against all claims made and for any loss or damage that we or someone else may suffer through the presence of those items or substances.

7. Delays

- a. Any transit times given by us are estimated and based on the information known to us at the time of booking. Transit times may vary due to a number of factors outside of our control. We will advise you of any material changes to transit times as soon as we become aware of them.

8. Payment

- a. A 50% deposit invoice of the Estimated Moving Cost will be sent separately after receiving the signed Quotation Acceptance Form and Passport copy. The deposit is non-refundable & non-transferable and shall be paid in order to hold a packing day & the packing crew;
- b. All outstanding charges & insurance premium (if applicable) must be settled in Five (5) working days after shipment is packed.

9. Our Right to Hold the Goods

We have a right to withhold and/or ultimately dispose of some or all of the goods if you have not paid all our charges and other payments due to us. These include charges, taxes or levies that we have paid on your behalf. While we hold the goods and wait for payment you will be responsible for paying storage charges and all the other necessary expenses. These terms and conditions will apply to the goods held in this way.

10. Our Right to Sell the Goods

If you fail to make payment for your storage, we may require you to remove the goods from our care and control and to pay all monies due to us in full. If you fail to make payment and remove your goods, we may exercise our right to sell or dispose of some or all of the goods.

11. Limits of Liability and Claims

- a. Any claim against us must be in writing and with full particulars and supporting evidence. All claims must be received by the Company within 7 days of the delivery date. Compensation from the Company shall under no circumstances exceed HKD 2 per kilogram based on the gross weight of the goods. The maximum compensation from the Company shall not exceed HKD 500 per shipment.

- b. The Company shall not be liable for loss, damage, and/or delay to any of the goods described in the household goods and personal effects inventory as a result of Force Majeure and changes caused by atmospheric conditions such as dampness, mold, mildew, rusting, tarnishing, corrosion or gradual deterioration unless directly linked to ingress of water.
- c. The Company will not handle, accept or deal with dangerous goods nor will the Company handle, accept or deal with any goods that are illegal or unlawful to possess. The Customer, by delivering any goods to the Company to handle, guarantees that the goods are not any of the above-mentioned nature.
- d. No employee of Wil-Can Logistics Group shall in any circumstances be separately liable to you for any loss, damage, or mis-delivery.

12. General and Authority

- a. These terms and conditions are between you and us only. No one else shall have any rights under or be able to enforce any of them. You may not assign or transfer this contract (whether in whole or in part) to any other person.
- b. If any part of these terms and conditions are found to be void or unenforceable then that part shall be removed, but the remainder of the terms and conditions shall continue to apply.
- c. Unless confirmed in writing by the CEO of the Company, NO agent or person shall have any authority to change these terms and conditions, and only in writing.