

Whereas J&T is engaged in the business of providing logistics services of door-to-door, self-drop off-to-door, door-to-self collection, self-drop off-to-self collection (the "Services") on behalf of their clients.

Whereas the Client is interested in engaging J&T to provide the Services.

1. Definitions

"J&T" means J&T Express Singapore Pte Ltd.

"Parties" refers to Client and J&T collectively, and "Party" refers to either Client or J&T as the case may be.

"J&T Point" means pick up and drop off distribution point, to receive and store parcels for and on behalf of J&T for the purposes of delivery and collection by Recipient.

"Prohibited Goods" have the meaning as defined in Clause 4.1 of these T&C.

"Recipient" means the addressee to whom the Shipment is sent.

"Shipment" means one or more parcel items containing goods or other items or materials which the Client hands over to J&T and which may be transported and delivered by any means of transport selected by J&T, whether by road or any other means of transport. Each such shipment is transported under limited liability pursuant to these T&C.

"Services" means the delivery of one or more parcels from the Client to Recipient by the applicable means of transport.

"T&C" refers to the terms and conditions set out in this agreement.

2. Scope

2.1 These T&C shall apply to all agreements between J&T and the Client regarding the transport and delivery of Shipments, unless otherwise agreed in writing by J&T.

2.2 As a part of providing the Services, J&T may provide links to websites operated by third parties. J&T is not responsible for the collection or processing of personal data or the operation or contents of such third-party sites. Users should check the terms of use and privacy policies of such websites prior to use.

2.3 The Client agrees to be bound by the T&C. Any revision to the T&C will be posted in the J&T website or may be obtained from J&T directly upon request. The Client's continued use of J&T's services including but not limited to transport and delivery of Shipments or of any J&T services shall be deemed as the Client's acceptance of and agreement to abide by the terms of use and privacy policy.

2.4 The Client's general terms and conditions shall not apply and are hereby expressly excluded, even if J&T has accepted any shipment without any express objection. Any term or condition of the Client which seeks to amend or modify these T&C must be agreed in writing by J&T before it comes into effect.

3. Agreements and Services

3.1 J&T accepts Shipments for transport and delivery from the Client at the sites of J&T or pick up of such Shipments at agreed sites of Client, in order to deliver such Shipments to the Recipient directly or have them delivered by another service provider.

3.2 The Client shall transmit electronically accurate shipping information via J&T shipping platform and provide all necessary details to enable J&T to perform the services including transport and delivery, settling of damages claims and/or return of the Shipment, as the case may be.

3.3 J&T will accept special instructions from the Client for Shipments only if these instructions are notified in the agreed form or in a separate agreement between the Parties. J&T is not obliged to comply with any special instructions if these are issued only after the Shipment has been handed over for transport and delivery.

3.4 The Client agrees to all routing and diversion, including the possibility that the Shipment will be transported via intermediate stops, at the sole and absolute discretion of J&T.

4. Shipments

4.1 J&T shall not undertake the transport and delivery of any Shipment which contains Prohibited Goods listed below. Prohibited Goods include, but are not limited to the items listed below, and may be updated from time to time by J&T.

a. Dangerous and Prohibited items, including but not limited to explosives, poison, flammable items, radioactive material, compressed gas, corrosive items, firearms, live animals, human remains, any item which by its nature or packaging may expose employees of J&T and the general public to injury or cause damage to other items and items which are prohibited by law.

b. Coins, bank notes, currency notes or securities of any kind payable to bearer are to be sent via insured post only. Compensation will not be payable for such items, if lost under J&T's custody.

4.2 The Client warrants that the Shipment does not contain any Prohibited Goods stated above and has been correctly packaged and is appropriately protected. Notwithstanding any other rights of J&T, the Client shall indemnify J&T from any liability for third-party claims or penalties resulting from the transportation or delivery of Prohibited Goods or other inadmissible or unlawful goods.

4.3 If a Shipment contains Prohibited Goods or the Shipment – because of its nature (size, format, weight, contents, etc.) or for other reasons – does not comply with Clause 4.1 above or with the other provisions of these T&C, J&T shall be entitled to:

- a. refuse acceptance of the Shipment;
- b. if the Shipment has already been handed over, return it or store it until its collection; or
- c. transport the Shipment without notifying the Client 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 Client for any additional costs incurred as a result.

4.4 The shipments designated for J&T Point are limited to maximum weight of 5kg and up to 80cm in sum of dimension = (L + W + H) and up to 30cm on one side.

4.5 J&T shall also be entitled to exercise the rights referred to in Clause above if it suspects that the Shipment contains Prohibited Goods or that there are any breaches of contract and the Client fails to comply with J&T's request to the Client to supply information.

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

4.7 J&T will not handle any shipment of value in excess of S\$2,000.00 or items as regulated and prohibited by the Government of the country for delivery/cartage. J&T reserve the right to check and reject the acceptance of Client's goods for carriage if it is suspected to violate domestic and international laws.

5. Delivery and Non-Deliverable Shipments

5.1 The Shipments shall be delivered to the Recipient's address or J&T point address specified by the Client, though not necessarily personally to a Recipient named in person. Shipments to addresses with central mail departments shall be delivered to these departments.

5.2 If required for the return of undeliverable Shipments, the Client agrees that a corresponding return label as per J&T's requirements shall be attached to such Shipment. The Client shall use best efforts to assist J&T in returning such Shipment and particularly to furnish all necessary additional cost and all other documents and information which may be required for the return.

5.3 If the Recipient or Client refuses to accept a Shipment or refuses to make payment, J&T shall be entitled to release, sell, destroy or otherwise dispose of such Shipment without incurring any liability to the Client, Recipient or any other third party, provided that J&T has made reasonable efforts to return such Shipment at the expense of the Client or if applicable law prohibits or prevents the return of such Shipment to the Client.

5.4 Unless special instructions are issued in accordance with Clause 3.43, if an undeliverable Shipment is returned in accordance with Clauses 5.2 or 5.3, J&T reserves the right to determine the timeframe for, the manner (i.e. whether individually or on a consolidated basis) and the mode of transport for such returned Shipment.

6. Service Level

J&T shall make available to the Client the Services and the Client shall accept the Services in accordance with these T&C, at the Service Level as follows:

6.1 Pickup Time

Monday to Friday: 09:00-18:00

Saturday: 09:00-13:00

6.2 J&T Point Collection Time

Monday – Sunday (Timing is dependent on the retail shop's operating hours)

6.3 Delivery Lead Time

In door-to-self-collection AND self-drop off-to-self-collection delivery, once items are picked up (ENROUTE TO HUB) and have arrived at J&T distribution centre, it will be checked and sorted into zones to be ready for delivery to designated self-collection point (DRIVER DROPPED OFF) within THREE working days. The recipient has 72 hours to collect the items from the self-collection point before the parcel is collected by driver to be shipped back warehouse and sent back to sender.

Note: Working days are defined according to J&T Express operating hours (Mon - Fri 9am - 9pm, Sat 9am - 1pm) AND the designated J&T Points' operating hours which can be found on our website.

In self-drop off-to-door delivery, once items are dropped off at the designated self-drop off location, and are picked up by J&T Driver (ENROUTE TO HUB), it will be checked in at the warehouse and sorted into zones to be ready for delivery (OUT FOR DELIVERY) to the recipient address within THREE working days.

Should Recipient be unreachable by phone, email, or SMS after 3 failed delivery attempts, J&T will return the parcel to sender. This will be deemed as "Returned to Sender" and is equivalent to "Delivered" status. J&T shall attempt to deliver 95% of the parcels with the "Arrived at Hub" status at the J&T distribution centre during off-peak season (after Lunar New Year period till end September) within the chosen service level; and within 2 additional working days on top of chosen service level during festive periods (October to Lunar New Year), excluding delivery exceptions or delays due to unforeseen circumstances.

6.4 Delivery Hours

Monday – Sunday: 09:00 – 22:00

No delivery on Public Holidays

6.5 Restricted Area

The Service is provided only to locations within the main island of the Republic of Singapore (including Sentosa Island and Free Trade Zone but excluding the other offshore islands). Please refer to Appendix A for a list of restricted areas postal codes.

6.6 Return of non-deliverables

After 3 failed delivery attempts, the undelivered parcels will be held at J&T for a maximum of 7 working days. Parcels will be returned to Client at the same price model of delivery charges.

6.7 Roles and Responsibilities

J&T Responsibilities

The primary responsibilities that J&T team members will fulfil are:

- Train staff and manage implementation process/execution of the Services.
- Participate in feedback meetings scheduled and agreed by both parties.
- Escalate and solve problems, perform continuous improvements on the Services

Client Responsibilities

Client will provide resources that will fulfil the following responsibilities:

- Escalate decision making and issue resolution in a timely manner.
- Pick and pack orders based on the daily order list submitted by Client to J&T
- Accept product returned by J&T

Use J&T system to upload shipments in a timely and orderly manner.

7. Charges

7.1 The Client shall pay to J&T the Charges based on the Schedule of rates in Clause 7 for the agreed services.

7.2 All prices indicated are exclusive of any customs duties and fees. Such customs duties and fees shall be invoiced to and payable or reimbursable by Client where applicable.

7.3 All invoices shall be due and payable by the Client, without deduction or set-off, within the credit period granted by J&T. The credit term and credit limit will be determined by J&T when the Client's account is first created. However, J&T reserves the right to review and vary the credit term and credit limit from time to time. The Client shall be informed of the credit term and credit limit, and any revision thereof. The Client shall make payment in accordance with the applicable credit term and credit limit failing which their account may be suspended.

7.4 In case of non-payment by the Client of any outstanding amount, J&T shall be entitled to charge interest on all overdue amounts at the rate of one percent (1%) per month from the due date until payment and/or exercise of such other right or remedy in respect of such outstanding amount.

7.5 In the event that the Client's original choice of service and/or product is no longer applicable or available for any reason whatsoever, J&T reserves the right to select the next best available or appropriate service and/or product in respect of the Client's Shipment and the charges for the service and/or product performed shall constitute the charges for the said Shipment.

7.6 J&T reserves the right to charge based on the higher of actual or volumetric weight per piece and any Shipment may be re-weighed and re-measured by J&T to confirm this calculation. This is referred to as “chargeable weight” and may be billed on a separate invoice.

7.7 All successful payment is non-refundable. In the event whereby the Client wish to cancel the service after J&T performed the job, J&T reserves the right to review the refund request, on case by case basis.

8. Liability

8.1 Limitation of Liability regarding Delay of Delivery

J&T will make every reasonable effort to deliver the Shipment according to J&T’s regular delivery schedules, but these schedules are not binding and do not form part of the contract. J&T is not liable for any damages or loss caused by delay.

8.2 Domestic Delivery

J&T’s liability, whether in contract or in tort, for any loss of delivery items shall be limited to the declared value of the delivery item or S\$100.00 per consignment, whichever is lower. Refunds will be made within 30 days or more. The Client has to provide necessary documents for the refund process (eg. Invoice, bank account number, etc).

Additional insurance coverage above S\$100.00 by way of nominal fee can be obtained on request to J&T. All other types of loss or damages are excluded (including but not limited to loss of profits, income, interest, future business), whether such loss or damages is special or indirect, and even if the risk of such loss or damages was brought to J&T’s attention before or after acceptance of the Shipment.

8.3 Deliveries of Document

J&T shall not be liable in any manner whatsoever for the loss and/or damage of any original and/or official documents or personal documents issued by government authorities including but not limited to identification cards, passports, driver licences, birth certificates etc.

9. Claims

Claim request must be submitted to J&T within 7 days from Proof of Delivery. Any claim submitted after this period shall not be recognised. No claim shall be entertained until all outstanding amounts due to J&T have been fully settled. The amount of any claim shall not be set off against any amount owing to J&T.

All claims must be made in writing, accompanied by supporting documents and relevant receipts. All claims are to be submitted to:

10. Sanctions

10.1 Client warrants that neither the receipt, transportation nor the delivery of its Shipments will expose J&T or its employees, servants, agents, subcontractors, insurers or reinsurers to any sanction, prohibition or penalty (or any risk of sanction, prohibition or penalty) whatsoever imposed by any state, country, international governmental organization or other relevant authority (collectively "Sanctions") by reason of the content of the Shipments, any insurance of the Shipments taken out by the Client or any other person with an interest in the Shipments, the destination of the Shipments, the intended Recipient of the Shipments or the purchaser or end user of the content of the Shipments.

10.2 Client warrants in particular, that:

- a. Shipments shall not include any goods which appear on any applicable list of prohibited goods.
- b. delivery of its Shipment to the intended Recipient will not, in and of itself, contravene any of the prohibitions set forth from time to time.

10.3 Client agrees to provide J&T immediately on request with full information about the nature of its Shipment and their intended use, as well as the identities of all parties who have any legal, financial, or commercial interest in the Shipment.

10.4 J&T is entitled to inspect Shipments and, in particular, to access any data or information contained in any electronic storage medium. J&T shall not be responsible for any delay or damage caused as a result of such inspection provided that J&T shall take reasonable care when inspecting the Shipment. Where data or information is protected by a password, details of that password shall be provided to J&T by Client on request.

10.5 If it appears in the reasonable judgement of J&T that a Shipment (or any activity required in respect of the Shipment by J&T or any other person) may expose J&T or their employees, servants, agents, subcontractors, insurers or reinsurers to any breach of Sanctions or risk of breach of Sanctions, then:

- a. J&T may refuse to carry the Shipment or alternatively J&T may without notice to Client (but as his agent only) take any measure(s) and/or incur any additional expense to carry or to continue with the Shipment thereof, and/or abandon the Shipment and/or store the Shipment ashore or afloat, under cover or in the open, at any place, which abandonment or storage shall be deemed to constitute due performance by J&T of all of its obligations in respect of that Shipment; and
- b. J&T may, without notice to Client, provide any state, country, international governmental organization or other relevant authority with full information about the Shipment, including the identities of all parties which have any legal, financial or commercial interest in the Shipment.

11. Force Majeure

J&T is not liable for any loss or damage arising out of circumstances beyond J&T'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 J&T; any act or omission by a person not employed or contracted by J&T, e.g. Client, Recipient, third party, customs or other government official; "Force Majeure" events include but are not limited to – any Act of God, fire, earthquake, cyclone, hurricane, storm, flood, fog, radiation contamination, epidemic, pandemic, war, plane crash, shipwreck, or embargo, riot or civil commotion, industrial action or disputes, or government actions.

12. Warranties of Client and Indemnification

The Client shall indemnify and keep J&T, its employees, servants, agents, subcontractors, insurers, or re-insurers, harmless from all claims, actions, liability for loss or damage, fines, penalties, costs and expenses arising out of and/or incidental to:

12.1 Client's failure to comply with the following warranties and representations:

- a. all documents and information provided by the Client or its representatives are complete and accurate;
- b. the Shipment is acceptable for transport under Clause 4 above;
- c. the Shipment was prepared in secured premises by reliable persons and was protected against unauthorized interference during preparation, storage and any transportation to J&T Express Singapore;
- d. the Shipment is correctly labelled, addressed and packaged so as to ensure safe transportation with ordinary care in handling;
- e. the Client has complied with all applicable customs, import, export, data protection laws and regulations, sanctions, embargoes and other laws and regulations; and
- f. the Client has obtained all necessary consents to provide J&T with personal data including Recipient's data as may be required for transport, customs clearance and delivery.

12.2 the transportation or delivery of Prohibited Goods, including the costs and expenses incurred by J&T in connection with the provision of information, confiscation by the customs authorities or border seizure which are required by law or have been ordered by a court or a government authority.

12.3 any Sanctions violations specified in Clause 10, including any non-declaration or illegal, inaccurate and/or inadequate declaration in respect of the Shipment by the Client or from any other cause in connection with the Shipment for which J&T is not responsible, including against any additional expense so incurred and all claims whatsoever brought by any third party in respect of the Shipment.

13. Data Protection

In the event any information submitted by Client to J&T contains personal data that is subject to the protection of applicable privacy and data protection laws and regulations, J&T shall limit the disclosure and processing of the personal data (to relevant third parties) to such extent as is reasonably required to effect performance of the services, to manage and administer the Client's account(s) with J&T, to advertise products and services provided by J&T (subject at all times to the Client's right to decline and J&T'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 Client warrants that all personal data provided to J&T has been fairly and lawfully obtained and the Client has authority to disclose such personal data to J&T for the purposes mentioned above. The Client shall fully indemnify and keep J&T fully indemnified against any and all liability incurred by J&T as a result of such breach howsoever arising.

14. Final Provisions

14.1 This agreement and its interpretation thereof shall be subject to and construed in accordance with the laws of the Republic of Singapore.

14.2 Mediation and Arbitration – In the event of any dispute arising out of or in connection with the terms and conditions herein, or the breach, termination or invalidity thereof, such dispute shall first be submitted to the Singapore Mediation Centre (“SMC”) for mediation in accordance with the procedures set out by the SMC. In the event that such dispute cannot be resolved or settled through mediation as set out above, the dispute shall thereafter be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC”). The arbitration tribunal shall consist of a sole arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English.

14.3 The invalidity or unenforceability of any provision shall not affect any other part of the agreement

14.4 A person who is not a party to this agreement may not enforce any term of this agreement under any laws purporting to grant such rights which is hereby excluded to the extent permissible but this does not affect any right or remedy of a third party which exists or is available apart from such laws.

15. Restrictions on use of this Application

You shall ensure that you shall not:

15.1 copy, modify, distribute, download, display, transfer, post or transmit the site or its contents for any public or commercial purpose.

15.2 use any robot, spider, automatic device, manual or automated process or other means to access the site, the server(s) on which the site is/are stored, or any database connected to the site for any unauthorised purpose, such as the monitoring, collection or copying of any material on the site.

15.3 place false or misleading information on the Application,

15.4 input any information which contains viruses, Trojan horses, worms, malicious software or other computer programming routine which may damage, interfere with, intercept with or expropriate any system, the Website or information that infringes the intellectual property rights of another.

Appendix A: Restricted Area (No-go zone)

Postal Code	Location/ Building/Area	Postal Code	Location/ Building/Area	Postal Code	Location/ Building/Area
WHOLE AREA	KHUSU ISLAND	508487	Hendon Camp	669644	Gombak Base
WHOLE AREA	ST. JOHN'S ISLAND	509863	Changi Airbase	669645	Ministry of Defence
WHOLE AREA	PULAU UBIN	509927	Trent Engine Overhaul Complex	669646	Bukit Panjang Camp
WHOLE AREA	PULAU TEKONG	509928	SIA Engine Test Centre	688255	Mowbray Camp
WHOLE AREA	RIFLE RANGE COMPOUND	509932	Trent Engine Overhaul Complex	688256	Kranji Camp
WHOLE AREA	SELETAR AEROSPAC E	534257	Paya Lebar Airbase	688793	Stagmont Camp
WHOLE AREA	WEST CAMP ROAD	567754	Amoy Quee Camp	689953	Keat Hong Camp II

WHOLE AREA	AIRPORT CARGO ROAD	596302	Maju Camp	689954	Keat Hong Camp
WHOLE AREA	ALPS AVENUE	596472	Police KINS Training Camp	698956	Tengah Air Base
WHOLE AREA	AIRLINE ROAD	506969	Changi Prison Complex Cluster B	708972	Murai Camp
WHOLE AREA	TURF CLUB AVENUE	507087	Selarang Camp	708976	Lim Chu Kang Camp II
98269	Resort World at Sentosa	528765	21 Tampines North Drive 2	718919	Sungei Gedong Camp
98322	85,BRANI TERMINAL AVENUE	507709	Changi Prison Complex Cluster A	729753	Mandai Camp
98323	81,BRANI TERMINAL AVENUE	609271	ASL Shipyard	729754	Mandai Camp II

98324	2,BRANI TERMINAL AVENUE	609273	PPL Shipyards	729756	Mandai Hill Camp
98325	89,BRANI TERMINAL AVENUE	609278	Shell	738103	Woodland Check Point
99958	Resort World at Sentosa (OFFICE)	609412	Vopak Building	738203	Woodland Check Point
109680	Central Manpower Base (CMPB)	609831	Caltex Jalan Buroh 1 Service Centre	738406	60 Woodlands Industrial Park D
117536	Power Grid	619110	Jurong Port	738700	Woodland Check Point
117605	Stockport Road	619523	ST Kinetics	757618	Sembawang Camp
117630	Tanjong Berlayer Camp	628054	29, Tanjong Kling	757621	Chong Pang Camp
129817	Clementi Camp	628398	Tuas Naval Base	757752	Sembawang Airbase

139302	Ayer Raja Camp	628439	Tanjung Gul Camp	757753	Khatib Camp
149051	Special Operation Command	629122	Jurong Shipyard	757758	Dieppe Barracks
149373	Queenstown Remand Centre	629351	50, Gul Road	758103	Senoko Power Station
178880	Parliament House	629353	Keppel Shipyard (Gul)	759907	Senoko Incineration Plant
248843	Tanglin Camp	629888	Keppel Shipyard	759945	Admiralty West Prison
367833	Mount Vernon Camp	637559	Pasir Laba Camp	759956	Sembawang Shipyard
397970	Guillemard Camp	637607	Tuas Power Station	759956	Sembawang Wharf
417902	Kaki Bukit Prison School	638357	Jurong Camp I	759957	Sembawang Prison

465556	Bedok Camp	638361	Jurong Camp II	769194	4 Lorong Chencharu
478937	Singapore Prisons Quarters	638364	SAFTI Military Institute	778895	Nee Soon Camp
498760	Changi Exhibition Centre (Airbase)	638501	ST Marine	778900	Nee Soon Camp (Leo North)
498761	Changi Exhibition Centre (Airbase)	638709	15, Tuas Crescent	779914	Nee Soon Camp (SCDF)
498819	Changi Naval Base	638717	23, Tuas Crescent	797792	Seletar Airport Passenger Terminal
498802	1 Changi North Way	667988	Bukit Gombak Camp	797809	Seletar Airport
499611	8 Changi North Way	669638	Hillview Camp	819658	Changi International Airport Services

498834	Tanah Merah Prison	669642	Gombak Base HQ	819659	SATS Inflight Catering Centre 1
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