

QUANTUM SOLUTIONS TERMS AND CONDITIONS FOR DELIVERY ("Delivery Terms")

1. DEFINITION AND INTERPRETATION

1.1 In these Delivery Terms, the following words and expressions shall have the following meaning:

Affiliate means an entity (i) which is directly or indirectly controlling a Party; (ii) which is under the same direct or indirect ownership or control as that Party; or (iii) which is directly or indirectly owned or controlled by that Party. For this purpose, an entity shall be treated as being controlled by another if that other entity has 50% (fifty percent) or more of the voting rights in that entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

Agreement means the agreement for services entered between the Customer and Quantum using the Contract Form or Customised Form.

Applicable Law means the law (including rules, regulations, directions or orders of any government, regulatory or statutory authority) of the Territory or any destination country, as may be applicable.

Business Day means Mondays to Fridays excluding public holidays declared in the Territory.

Changes means any additions, deletions, modifications or alterations to the Service, the manner in which the Service is provided, or the performance standard of the Service, as may be mutually agreed in writing by the Parties.

Charges means all applicable service fees, transportation fees, duties, taxes, surcharges, additional handling charges and other charges billed according to the rates set out in the Rate Card.

Contract Form means the standard account opening and service form of Quantum, the Rate Card, these Delivery Terms and all appendices and/or schedules (if any) referenced or attached therein.

Customised Form means a customised agreement entered between Quantum and the Customer incorporating the Services as part of its work scope.

Customer means the party contracting with Quantum as stated in the Contract Form or Customised Form. For the avoidance of any doubt, the term Consignor if used in the Agreement shall refer to the Customer.

Dangerous Goods means Goods that are capable of posing a significant risk to health, safety or property when transported and which are classified as such under applicable international regulations (e.g IATA, IMDG), but excluding the Prohibited Goods.

Delivery means international cross border delivery and/or local last mile delivery in the Territory and/or the destination country to (i) the Receiver or the Receiver's actual or apparent agent or representative pursuant to the Customer's or Receiver's instructions (ii) the address or location specified by the Customer in the Shipping Management System, Contract Form or Customised Form (iii) a collection point, box or locker as may be available and offered to the Customer or Receiver (iv) any other default location or address agreed by Parties.

Disclosing Party refers to any Party that discloses confidential information to the other Party under the Agreement or pursuant to the Agreement.

Due Date means the date an invoice is due for payment in accordance with the credit term stipulated in the Contract Form or Customised Form.

Goods mean general cargo comprising of articles, objects, products or parcels submitted to Quantum for performance of the Service.

Label refers to Quantum's digital shipping label that is capable of being printed by the Customer or the manual shipping label that is provided to the Customer or the manual shipping label created by the Customer upon mutual agreement with Quantum, which indicate the complete shipping information of Shipments to be delivered.

Party means Quantum or the Customer, as the case may be and **Parties** shall refer collectively to both Quantum and the Customer.

Perishable Goods refers to goods requiring protection from temperature variations or which may become unsafe for consumption, including, but not limited to, live animals, food, dry ice, flowers, and biological materials.

Personal Data means all personal data that a Party gains access to in connection with the Agreement, as defined under applicable data protection laws of the Territory including the General Data Protection Regulation of the European Union, as may be applicable.

Prohibited Items shall mean Goods that are classified as illegal, prohibited or banned Goods by International Air Transport Association (IATA), International Civil Aviation Organization (ICAO) or other relevant organization or applicable government department.

Quantum refers to Quantum Solutions (Singapore) Pte Ltd or any Affiliate providing any of the Service to the Customer and identified in the Contract Form or Customised Form, including but not limited to Quantum Solutions International (Malaysia) Sdn Bhd, Quantum Solutions (Thailand) Co, Ltd, Quantum Solutions (Australia) Pty Ltd, Quantum Solutions (New Zealand) Pty Ltd, Quantum Solutions (Hong Kong) Limited, Quantum Solutions (Taiwan) Co, Ltd, Quantum Solutions (Japan) Inc., Quantum Solutions (Philippines) Inc. and PT Quantum Solutions Logistics Indonesia.

Rate Card refers to the customised quotation issued by Quantum for the Services selected by the Customer based on the information, profile and/or data provided by the Customer, which shall, upon acceptance by the Customer, be incorporated into the Contract Form or Customised Form.

Receiver means the party to whom the Shipment is being delivered.

Receiving Party means the Party who receives confidential information from the Disclosing Party.

Regulatory Authority means, in relation to Quantum, any governmental or regulatory body which has the responsibility of supervising and/or regulating the industry and geography in which Quantum has operations or business.

Security Deposit means the amount stipulated in the Agreement (if any) as being payable by the Customer as security to be retained and utilised by Quantum in the manner set out in Section 10.9.

Service means the pick-up, line haul (for cross border Shipment), customs clearance (for cross border Shipment) and last mile delivery services offered by Quantum. Other value-added services may be provided by Quantum from time to time.

Shipment means Goods of a Customer, shipped under one or more Labels to a single Receiver.

Shipping Management System means an online system which may be offered by Quantum to enable the Customer to make a booking for a Service, print Labels, make payment and/or to track and trace its Shipment, such as Ezyparcels, Ezy2ship or any other prevailing system from time to time.

Service Levels means the standard of performance of the Service as may be mutually agreed by the Parties having regard to the selected Service, volume, capacity, resource and other constraints that may be applicable for the Service.

Taxes mean all applicable taxes (including but not limited to goods and services tax, value added tax and/or withholding tax).

Territory means the country, state and/or territory (as applicable) of origin in which Quantum is incorporated.

1.2 Unless the contrary intention appears:

- a. A reference to these Delivery Terms or another instrument includes any variation or replacement of any of them;
- b. A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- c. The singular includes the plural and vice versa;
- d. The word “person” includes a firm, a body corporate, a partnership, joint venture, an unincorporated body or association and includes a reference to the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- e. If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- f. A reference to a day is to be interpreted as the period of time commencing at midnight and ending twenty-four (24) hours later;
- g. A reference to a time is a reference to the time of the Territory;
- h. A reference to anything (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- i. The words “including”, “for example” or “such as” are not used as, or to be interpreted as a word of limitation, and do not limit the meaning of the words to which the example relates to that example or example of a similar kind;
- j. No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of these Delivery Terms or any part of it; and
- k. Headings are inserted for convenience and do not affect the interpretation of these Delivery Terms.

2. SERVICE

2.1 The Service to be provided by Quantum is stipulated in the Agreement.

- 2.2 In the absence of an Agreement, by using the Service or tendering Goods for Shipment using Quantum, it is deemed that the Customer agrees to these Delivery Terms.
- 2.3 Quantum shall use reasonable endeavours to perform the Service with due care and in accordance with mutually agreed Service Levels (if any).
- 2.4 Either Party may from time to time request Changes to the Service or any part thereof. No Changes shall be implemented unless and until the scope of the Changes and any additional Charges to be paid by the Customer arising from the Changes have been mutually agreed in writing by the Parties.
- 2.5 It is acknowledged by the Customer that Quantum is not and will not be liable as a common carrier.

3. REPRESENTATIONS AND WARRANTIES OF CUSTOMER

3.1 The Customer represents and warrants that:-

- 3.1.1 it is either the owner of the Goods or has the requisite authorisation or consent of the owner and/or Receiver of the Goods to procure the Service on its behalf and provide the relevant information, documents and/or declarations requested by Quantum;
- 3.1.2 it has all approvals, consents, permits, licences required for the exportation, importation, customs clearance, handling and/or distribution of the Goods in accordance with Applicable Law;
- 3.1.3 the information and documents relating to the Goods and/or each Shipment is complete and accurate, and each Shipment is properly described;
- 3.1.4 the Shipment does not contain Perishable Goods or Prohibited Items;
- 3.1.5 the Shipment is in compliance with all Applicable Law including but not limited to trade sanctions, UN or other global sanctions, embargoes or other restrictions; and
- 3.1.6 each Shipment is prepared at the Customer's or its authorised agent's premises and has been adequately screened, protected and packed.

- 3.2 The Customer shall indemnify Quantum against any and all claims, actions, suits, regulatory actions, enforcement proceedings brought or threatened to be brought against Quantum by a third party (including a government or regulatory authority) and pay to Quantum all losses, damages, costs (including attorneys' fees on an indemnity basis) fines, penalties or expenses incurred as a result of a breach by the Customer of the representations and warranties set out in Section 3.

4. PROPER PACKAGING AND SUITABILITY FOR SHIPMENT AND DELIVERY

- 4.1 The Customer shall ensure that each Shipment is properly and suitably packed and remains fit and ready for carriage.

- 4.2 Each Shipment shall be clearly and conspicuously marked and shall be tendered at the Customer's sole risk and liability. If Dangerous Goods are tendered for Shipment (on the basis that Quantum has agreed to accept the Shipment) the Customer shall comply with all applicable regulations, guides, specifications or requirements relating to the safe transportation of Dangerous Goods, including but not limited to packaging, documentation and labelling.
- 4.3 The Customer shall ensure that each Shipment complies with the weight limit and dimension limit specified by Quantum.
- 4.4 Quantum reserves the right to reject a Service and/or return Goods or Shipment in respect of the following:-
 - 4.4.1 Shipment that is not properly packed for the requested Service;
 - 4.4.2 Shipment that does not comply with the weight and dimension restrictions specified by Quantum;
 - 4.4.3 Shipment that does not stipulate the address of the Receiver, or stipulates an incorrect, illegible or incomplete address of the Receiver;
 - 4.4.4 Perishable Goods;
 - 4.4.5 Prohibited Goods;
 - 4.4.6 Dangerous Goods that do not comply with applicable regulations;
 - 4.4.7 Goods that are not permitted by Applicable Law, whether in the country of origin or country of destination;
 - 4.4.8 Goods that are defective, damaged or inadequate;
 - 4.4.9 Shipment without Customer's declaration or with inadequate supporting documents for customs declaration and clearance (if applicable);
 - 4.4.10 Goods that are reasonably determined by Quantum as undeliverable due to the remoteness of a Delivery location or where there is presence of danger or security threats or any other reason.
- 4.5 The Customer shall be fully charged for all returns made pursuant to Section 4.4 including returns initiated by the Customer by way of cancellation after the Shipment is picked by Quantum. In addition, Quantum shall have the right to impose a cancellation charge for such Shipment and/or to dispose the Goods and charge the disposal costs to the Customer.
- 4.6 The Customer acknowledges that fragile Goods (such as but not limited to glass, glassware, ceramics, chinaware) shall be tendered at the Customer's sole risk and liability and Quantum shall not be liable for any damage to such Goods whether or not the external packaging is damaged.
- 4.7 Quantum reserves the right to open and inspect Shipments which are suspected to fall within the categories of Goods set out in Section 4.4. Additionally, the Shipment may be subjected to inspection by customs or government authorities of the destination country and such authorities may open the Shipment for inspection and/or assessment.

5. SERVICE CONDITIONS AND LIEN ON GOODS

- 5.1 Quantum shall attempt to deliver the Shipment to the address of the Receiver or location given by the Customer. It is acknowledged by the Customer that the person receiving the Shipment at such address may not be the person named as the Receiver (any person of legal age who resides at the same address may acknowledge receipt of Shipment) or the person collecting the Shipment from a collection point, box or locker may not be the Receiver. Further, the provider of the last mile service or self-collection facility may require the Receiver to accept additional terms and conditions (but not Charges) for use of its service or facility.
- 5.2 If the Receiver refuses to accept Delivery or to pay for outstanding charges (if any) or the Shipment is rejected or deemed by Quantum to be unacceptable, or the Receiver cannot be reasonably identified or located or the Shipment cannot be delivered, Quantum shall, by default return the Shipment back to the Customer, at its origin unless otherwise specified. In the event the Customer has explicitly specified to abandon the Shipment, the Shipment may be released, disposed or sold by Quantum without incurring any liability whatsoever (and without prejudice to its other rights) to the Customer or any third party.
- 5.3 All Charges incurred by Quantum for making additional Delivery attempts, returning the Shipment to the Customer, disposing or selling the Goods, including all administrative and storage costs, import and/or export duties, Taxes or other charges incurred shall be charged to the Customer.
- 5.4 The Customer acknowledges that Quantum shall not in any way be involved or concerned with any claim for refund (including any claim for refund of Taxes), return, rebate or exchange of any Shipment between the Customer and the Receiver. The Customer shall be solely liable to the Receiver and shall deal directly with the Receiver in respect of any claim for refund, return, exchange including but not limited to product liability issue, rebate claim, money-back guarantee and/or any consumer complaint.
- 5.5 Quantum is not obliged to hold or store a rejected, undeliverable or returned Shipment for an indefinite period of time. Quantum shall have full authority and sole discretion to decide on the next course of action that is most expedient or desirable depending on the nature of the Goods. Quantum may, at its sole discretion, store the Shipment for a period of time as it deems fit or immediately sell, dispose or destroy such Shipment without incurring any liability whatsoever (and without prejudice to any other rights it may have) to the Customer or any other party and at the Customer's sole risk and liability.
- 5.6 It is acknowledged by the Customer that Quantum shall have a general lien on all Goods in its possession for all sums due to Quantum (including, without limitation, all costs and Charges payable by the Customer) at any time and from time to time. If such sums due are not satisfied in accordance with the Agreement, Quantum shall be entitled to sell or dispose of the Goods whether by public auction, private treaty or otherwise, and the proceeds of sale shall be applied in satisfaction of firstly, the costs and expenses of the sale or disposal and secondly, the sums due to Quantum, without any liability whatsoever on the part of Quantum to the Customer. In the event that the proceeds of sale are insufficient to satisfy all sums due to Quantum, Quantum shall be entitled to recover from the Customer all sums which remain outstanding.

6. DELIVERY AND TRANSIT TIME

6.1 The Customer acknowledges that:-

6.1.1 a pick-up Service or last mile delivery Service is subject to certain cut-off times and conditions as stipulated in the Rate Card or the Agreement;

6.1.2 transit time or delivery schedule mentioned in the Rate Card is for indicative purposes only and are not to be construed as guaranteed timing. Quantum shall make reasonable efforts to deliver the Customer's Shipment according to the stated transit time or delivery schedule.

6.2 All Deliveries are subject to possible delays due to any internal or external circumstances including but not limited to delays caused by customs or government authorities, transportation service providers (air, sea and land), bulk orders, excess Shipment due to time-limited promotions, flash sales, festive season, operational constraints and/or force majeure events.

6.3 Unless otherwise agreed in writing, Quantum has the absolute right and discretion in choosing the routing of each Shipment.

6.4 Any Service Levels mutually agreed between the Customer and Quantum will exclude delays caused due to the reasons stipulated in this Section 6.

7. SHIPPING MANAGEMENT SYSTEM

7.1 If the Customer is required to use the Shipping Management System, the Customer will receive a password and user account upon approval by Quantum. The Customer is solely responsible for maintaining the confidentiality of the account, password, and activities that occur under the user account. Any unauthorized use of the account, password, or any other breach of security must be immediately reported to Quantum.

7.2 The Customer shall ensure that all details that are required to be entered at the time of booking a Shipment or ordering a Service via the Shipping Management System are in compliance with the prescribed format and are complete, valid, true and accurate.

7.3 Quantum reserves the right to suspend or terminate the Customer's user account for any false information provided or if the Customer uses the account in breach of these Delivery Terms, applicable user terms and conditions and/or Applicable Law.

7.4 Quantum does not guarantee that the Shipping Management System is available at all times or forms part of the Service offering. It is an additional option that may be offered to the Customer. Quantum shall not be responsible to the Customer or any other party for unavailability of the Shipping Management System for any reason including but not limited to scheduled maintenance or unexpected down time.

8. CUSTOMS DECLARATION (for cross border Shipment)

8.1 For cross border Deliveries, the customs declaration form or any other mandatory manifest should be completed in a language that will be accepted by the customs authority of the country of origin and the country of destination.

- 8.2 The customs authority may require the Customer or its agent to complete adequate details of the Shipment. As such, it is the sole and absolute responsibility of the Customer to complete or ensure the completion of the customs declaration form fully, accurately and in printed form (handwritten form will be rejected). The Customer acknowledges (and further indemnifies Quantum against any losses it may suffer on account of such loss) that any false, incomplete, illegible, inaccurate or misleading information completed in the form/manifest (either by Customer and/or its agent) may lead to, among other consequences, a delay in customs clearance, a fine, seizure or return/rejection of the Shipment by the customs authority, and the Customer shall indemnify Quantum against any losses it may suffer as a result of the same.
- 8.3 It is also the Customer's sole responsibility to ensure that the Shipment complies with the relevant export and import regulations and Quantum accepts no responsibility with regard to the documentation required, if any (including but not limited to certificate of origin, health certificate, commercial invoice, packing list, import licence and exemption certificate), for carriage of such Shipment or for customs clearance in the relevant destination country, and it shall be the sole responsibility of the Customer to ensure that the relevant documents are attached to the consignment note or Label (if generated by the Shipping Management System).
- 8.4 Any customs penalties, storage charges, surcharges, duties and taxes, or other costs or expenses that are incurred as a result of the actions of customs or governmental authorities, or as a result of the Customer's (or Receiver's) or its agent's failure to provide proper documentation and/or to obtain the required licence or permit, will be charged to the Customer.

9. CASH-ON-DELIVERY (Optional)

- 9.1 Quantum may agree to provide cash-on-delivery option for the Customer provided that the service is available at the destination country and provided that the Shipment meets the criteria for such option. For the avoidance of any doubt, cash-on-delivery shall include electronic payment options, where applicable.
- 9.2 The Customer acknowledges that additional Charges may be levied if the cash-on-delivery option is made available to the Customer for any Shipment.
- 9.3 If the Service is provided, Quantum will attempt to collect cash from the Receiver as per the details provided by the Customer and remit the collected amount to the Customer according to the agreed settlement procedures. No partial payment will be accepted from the Receiver and where full payment is not made, Quantum will reject the tendered payment and will not deliver or be required to deliver the Shipment unless otherwise instructed by the Customer.
- 9.4 For Shipments lodged for Delivery by the cash-on-delivery option, the Customer will not be entitled to redirect the same to an overseas destination.
- 9.5 For the avoidance of any doubt, where Quantum is required to collect an amount of cash which includes payment(s) incurred or to be incurred by Quantum in relation to a Shipment, including (without limitation) for custom or import taxes, if the cash is not successfully collected from the Receiver for any reason, Quantum shall be entitled to recover the amount of such payment(s) from the Customer.

10. CHARGES AND PAYMENT

- 10.1 In consideration of Quantum's provision of the Service in accordance with the Agreement, the Customer shall pay Quantum the Charges computed in accordance with the rates and billing criteria stipulated in the Rate Card, including minimum rates where stipulated. All Charges will be subject to prevailing Taxes unless the contrary is expressly stated.
- 10.2 The Customer shall pay all Charges levied by Quantum in accordance with these Delivery Terms (including costs and expenses stipulated to be payable by the Customer). The Customer acknowledges that full Charges are payable if a Delivery is unsuccessful. If a certain number of Delivery attempts is mutually agreed and stipulated in the Agreement, full Charges will be payable if a Delivery is unsuccessful after such number of attempts had been made.
- 10.3 Quantum shall prepare and deliver to the Customer invoices for the Charges on a monthly basis (or at such other frequency otherwise agreed and stipulated in the Agreement). The Customer will receive all invoices in the currency stipulated in the Rate Card and in a standard format provided by Quantum. If no currency is stipulated in the Rate Card or if the interpretation of the currency is vague, the default currency of billing shall be the national currency of the Territory. The Customer shall pay all invoices by the Due Date.
- 10.4 If the Customer disputes an invoice for any reason, the Customer shall raise the dispute with Quantum with sufficient details and supporting documents such that the Parties are able to work together to resolve the dispute prior to the Due Date. If the dispute is not resolved, it is acknowledged by the Customer that the affected invoice shall nonetheless be paid by the Customer by the Due Date. Parties shall continue to co-operate in good faith to resolve the dispute as soon as practicable. As soon as the dispute is resolved, Parties shall make the appropriate adjustment in the next invoice to the Customer or issue appropriate documentation in accordance with the accounting practices of Quantum.
- 10.5 The Customer will pay Quantum interest for any overdue payment at the rate of interest stipulated in the Contract Form (where no interest rate is stipulated in the Contract Form, the default interest rate shall be twelve percent (12%) per annum) from the Due Date until the date of full payment in respect of the entire overdue amount.
- 10.6 In addition to Section 10.4:-
 - 10.6.1 the Customer shall be liable for all costs and expenses incurred by Quantum to recover overdue payments including but not limited to legal fees on an indemnity basis;
 - 10.6.2 Quantum may, upon serving written notice of seven (7) days, immediately suspend the performance of any Service or further performance of its obligations without any liability to the Customer, until the Charges and accrued interest which are due and payable are paid in full; and
 - 10.6.3 Quantum shall be entitled to deduct from the Security Deposit (if any) all outstanding amounts due without prejudice to its right to claim for any outstanding amount not covered by such Security Deposit.
- 10.7 Quantum reserves the right to revise the Rate Card for any Service by providing the Customer with prior written notice of not less than ten (10) days. Where revisions to Rate Card is necessitated by changes in laws or regulations, surcharges relating to fuel or other factors affecting the cost of

providing the Service, Quantum shall be entitled to effect the required revisions by providing written notice of at least seven (7) days.

- 10.8 The Customer shall be responsible for any bank charges resulting from making any payments to Quantum.
- 10.9 The Customer shall, if and whenever requested by Quantum, lodge with Quantum a Security Deposit for the due observance by the Customer of all stipulations, conditions and obligations on the part of the Customer in the Agreement. The Security Deposit may be in the form of a cash deposit or unconditional Banker's Guarantee (BG) from a reputable bank in the Territory and approved by Quantum in writing. In the event of breach or default by the Customer in complying with any of the stipulations, conditions or obligations contained in the Agreement, Quantum shall be entitled but not obliged, and without prejudice to any other remedy which Quantum may be entitled to, to apply the Security Deposit or any part thereof in or towards payment of any Charges outstanding or to remedy such default or breach, or to compensate Quantum for any loss or expense to Quantum occasioned by such default or breach. If any part of the Security Deposit shall be applied by Quantum in accordance with this Section, the Customer shall on demand by Quantum forthwith deposit with Quantum the amount deducted from the Security Deposit. Within three (3) months from the date of termination or expiry of the Service, Quantum shall return the Security Deposit or any balance therein in accordance with the BG condition or the instructions of the Customer (for cash deposit), without any interest payable thereon.

11. INDEMNITY

- 11.1 The Customer shall indemnify and keep Quantum and its Affiliates, employees, officers and agents indemnified against any demand, claim, action, suit or proceeding (including legal costs on a full indemnity basis) brought or threatened to be brought against Quantum by a third party in relation to Quantum's performance of any Service, arising out of any act, omission or default (whether or not resulting from negligence) of the Customer and/or in any way arising from or in connection with the Shipment or the provision of the Service by Quantum.
- 11.2 The Customer shall indemnify and keep Quantum and its Affiliates, employees, officers and agents indemnified against any loss, damages, expenses, taxes, fines, penalties or costs incurred by Quantum and in any way arising from or in connection with the Shipment or the Service including breach of the Agreement by the Customer.

12. EXCLUSION AND LIMITATION OF LIABILITY

- 12.1 To the fullest extent permitted by law, neither Party shall be liable in contract, tort (including negligence) or breach of statutory duty or otherwise howsoever and whatever the cause thereof, for any indirect, consequential, exemplary, punitive, collateral, special or incidental loss or damage suffered or incurred by the other Party in connection with the Agreement including but not limited to loss of revenue, profits, anticipated savings, business or market, loss of data or goodwill or any other associated costs and expenses whether or not the other Party knows or has previously been advised of the possibility of such loss or damage.
- 12.2 Notwithstanding any other terms and conditions, Quantum shall not be liable to the Customer for delays in effecting delivery of the Shipment and for any other claims including but not limited to:

- 12.2.1 Customer's failure to provide accurate Delivery address information or contact details or Receiver not being available at the relevant address provided on the Label;
 - 12.2.2 Customer's or Receiver's refusal to accept the Shipment;
 - 12.2.3 customs clearance procedures or non-Delivery of the Shipment arising from the detention of the Shipment by any government or any other competent authorities;
 - 12.2.4 any force majeure events stated in Section 17;
 - 12.2.5 incorrect, incomplete, inaccurate or missing documentation, or non-adherence to Quantum's policies regarding payment of duties and taxes;
 - 12.2.6 Goods specified in Sections 4.4 and 4.6, if they had been accepted for Service, whether knowingly or unknowingly;
 - 12.2.7 delays due to reliance on the services of an external provider, whose service is a critical component of the Service such as (i) delays in air/sea transport for cross border shipment, (ii) road, traffic, vehicle or similar conditions affecting performance for inland transposition (iii) electrical or mechanical breakdown or system breakdown, downtime or unavailability of last mile self-collection facility; or
 - 12.2.8 act or omission of Customer and/or other parties.
- 12.3 Notwithstanding any other terms and conditions, Quantum shall not be liable to the Customer for any internal damage to the Shipment. The Customer acknowledges and accepts that Quantum does not have any special knowledge relating to the Goods and/or Shipment and Quantum shall in no event be held liable for (including but not limited to) any fault, defect, technical failure, inherent condition, malfunction or product liability in relation to the Goods and/or Shipment.
- 12.4 To the extent that Quantum's liability cannot be excluded for any reasons, the total liability of Quantum, whether in contract, tort (including negligence) or breach of statutory duty or otherwise shall be limited to:-

For Cross Border Shipment (Loss or Damage to Shipment)

- 12.4.1 the declared value of the Shipment or the sum specified in the Contract Form or Customised Form as the maximum liability limit for the Shipment, whichever is the lower amount; or
- 12.4.2 if the maximum liability limit is not specified in the Contract Form or Customised Form as stipulated in Section 12.4.1, the aggregate amount recovered by Quantum against the transportation service provider (air, sea or land) as stipulated in a contract of carriage or air waybill, bill of lading or consignment note.

For Last Mile Delivery Service (Loss or Damage to Shipment)

- 12.4.3 the declared value of the Shipment or the sum specified in the Contract Form or Customised Form as the maximum liability limit for the Shipment, whichever is the lower amount; or
- 12.4.4 if the maximum liability limit is not specified in the Contract Form or Customised Form as stipulated in Section 12.4.3, the aggregate amount recovered by Quantum against the last

mile service provider as stipulated in the relevant sub-contract, quotation or website of the last mile service provider.

For Service Levels failure or Any Other Claims

- 12.4.5 re-performance of the affected Service, if re-performance is deemed possible by Quantum; or
- 12.4.6 where Section 12.4.5 does not apply, the actual Charges for the affected Service subject to a maximum liability not exceeding the total Charges paid to Quantum by the Customer in a period of three (3) months preceding the event giving rise to the claim.
- 12.5 Without prejudice to the generality of Section 12, all claims relating to the Service must be reported as soon as reasonably practicable to Quantum and the claim must be submitted within thirty (30) days from the date the Service is completed, failing which Quantum shall have no liability whatsoever. All claims must be made in writing, addressed to the communication address of Quantum and accompanied by supporting documentation and evidence to the reasonable satisfaction of Quantum (such as a valid booking reference, Label, official receipt) , failing which the claim will be considered null and void.
- 12.6 The Customer acknowledges that Quantum shall not entertain any claim until all Charges have been fully paid.
- 12.7 Nothing in these Delivery Terms in any way excludes or restricts a Party's liability for death or personal injury resulting from the negligence of that Party (or its employees acting in the course of their employment).

13. TERM AND TERMINATION

- 13.1 The Agreement shall commence and expire on such dates as set out in the Contract Form or Customised Form ("Term") unless earlier terminated in accordance with the Agreement.
- 13.2 Quantum may terminate the Agreement for convenience by serving a written notice of not less than one (1) month on the other Party, without any liability save for any antecedent breaches.
- 13.3 Quantum may terminate the Agreement if the Customer has outstanding Charges or any other monies due and payable to Quantum which remain unpaid, and where Quantum has given seven (7) Business Days' notice of such breach and the Customer has failed to rectify such breach within the stipulated time.
- 13.4 Either Party may terminate the Agreement ("Terminating Party") in full or to the extent necessary by providing notice to the other Party where:
 - 13.4.1 the other Party breaches any of the terms and conditions of the Agreement and the Terminating Party has given fourteen (14) days' notice of such breach (save for non-payment which has shorter remedy period as set out in Section 13.3) and the other Party has failed to rectify such breach within the relevant notice period;
 - 13.4.2 the other Party has been adjudged bankrupt or a receiving order has been made against it, is insolvent, has a winding-up petition presented against it or is in liquidation (whether

voluntary or compulsory) or if it has made compositions or arrangements with, or assignment for the benefit of, its creditors;

13.4.3 the other Party has ceased to carry on business;

13.4.4 the continuation of the Agreement would be unlawful or would pose an imminent threat to life or property or the Terminating Party suffers or is likely to suffer a loss of goodwill or reputation.

13.5 In the event a Regulatory Authority directs or instructs or gives guidance that Quantum(i) should terminate the Agreement and/or (ii) continuation of the Agreement would cause Quantum to be in breach of any laws or regulatory requirements or guidance to which it is subject, Quantum shall be entitled to terminate the Agreement or any part thereof with reasonable notice as may be appropriate in the circumstances.

13.6 A Party's right to terminate the Agreement or any part thereof shall be without prejudice to any other rights or remedies, which the Party may have in law or in equity.

14. NOTICES

14.1 All notices, requests, consents, demands and other communications required or permitted to be given or made under or in connection with the Agreement shall be given or made in writing and sent by:-

- a. hand;
- b. pre-paid registered mail or courier with recorded delivery; or
- c. email,

addressed to the intended recipient Party at its last known address or email address as may be notified to the other Party in writing from time to time.

14.2 Any such notice, request, consent, demand or communication shall be deemed to have been duly served:-

- a. if sent by hand, at the time of delivery;
- b. if sent by prepaid registered mail or courier, at the time of delivery;
- c. if sent by email, upon receipt, provided always that (i) the sender shall have received a return receipt of the email from the recipient, and (ii) the time of transmission of the email is between the hours of 9am and 5pm on a Business Day, and if the time of transmission takes place outside such hours, the time of receipt shall be deemed to be 9am on the next Business Day.

15. CONFIDENTIALITY

15.1 Each Party acknowledges that during the course of the performance of the Agreement, it may have access to confidential information of the other Party or one of its Affiliates, and the Parties acknowledge that they are in a confidential relationship with the other. Confidential information shall be used by a Receiving Party only in performing or receiving the benefit of the Agreement and may not be used for other purposes, except upon such terms as may be agreed upon in writing by the Disclosing Party. The Receiving Party agrees to maintain the confidentiality of the confidential information disclosed to it under the Agreement and to use the same degree of care as it uses with regard to its own confidential information of similar importance to prevent the disclosure, publication or unauthorised use of the confidential information and in any case, no less than reasonable care.

Neither Party may duplicate or copy confidential information of the other Party other than to the extent necessary for legitimate business use in connection with the Agreement.

- 15.2 The Receiving Party shall not be liable for the disclosure or use of confidential information if the same:
- a. is in or enters the public domain, other than by breach of the Agreement; or
 - b. is known to the Receiving Party on a non-confidential basis prior to disclosure pursuant to the Agreement; or
 - c. is or has been lawfully disclosed to the Receiving Party by a third party without an obligation of confidentiality; or
 - d. is required to be disclosed pursuant to any Applicable Law, rules or regulations or direction of statutory or regulatory authority or stock exchange or order of a relevant court of law.

16. PERSONAL DATA PROTECTION

- 16.1 Each Party shall comply with all Applicable Law relating to Personal Data (including the Personal Data Protection Act 2012 and the General Data Protection Regulation of the European Union, as may be applicable) in relation to the collection, use, disclosure, retention and/or safeguarding of Personal Data under the Agreement. Where there is a requirement under any Applicable Law to procure consent (explicit or deemed) of an individual, the Customer acknowledges that it shall be its sole responsibility to obtain the consent of the individual prior to disclosure of Personal Data to Quantum in compliance with such Applicable Law. Further, it is acknowledged that the Customer shall be the data controller in respect of Personal Data and Quantum shall be the data intermediary.
- 16.2 Each Party represents, warrants and undertakes that it shall (i) collect, use, process and/or disclose Personal Data only for the purpose of or in connection with the provision or use of the Service in accordance with the Agreement (ii) establish and maintain safeguards against unauthorised access, use, misuse or disclosure of Personal Data (iii) adopt a clear and comprehensive data protection policy to protect Personal Data; and (iv) ensure that its data protection policy is readily available to any affected individual upon written request.
- 16.3 Each Party shall cooperate with the other Party on any reasonable requests, directions or guidelines from the relevant Regulatory Authority arising in connection with the handling of Personal Data under the Agreement.

17. FORCE MAJEURE

Quantum shall not be liable for any loss or damage arising from its failure to perform any of its obligations under the Agreement if such failure is the result of circumstances beyond its control including but not limited to the outbreak of war, invasion, rebellion, civil unrest, act of terrorism, vandalism, riot, industrial dispute, strike, lockout, stoppages or restraint of labour from whatever cause, governmental act, natural disasters, explosion, weather conditions, traffic congestion, mechanical breakdown, accidents, obstruction of any public or private road or highway or rail, outbreak of any communicable disease or any other act of god such as fire, flood, typhoon or earthquake.

18. ASSIGNMENT

Quantum has the right to assign all or part of its rights and benefits under the Agreement by written notice to the Customer. The Customer may assign all or part of its rights and benefits under the Agreement with the prior consent in writing of Quantum, which consent shall not be unreasonably withheld or delayed.

19. SUB-CONTRACTING

19.1 Quantum may discharge its obligations under the Agreement using its Affiliates, agents or sub-contractors, but shall nonetheless remain liable for the performance of its obligations under the Agreement.

19.2 In the event Quantum sub-contracts wholly or partially any of the Services under the Agreement, the Parties may enter into a billing arrangement whereby an Affiliate of Quantum may render an invoice directly to the Customer or an Affiliate of the Customer, as may be necessary. Payment by the Customer or an Affiliate of the Customer of the invoices issued in accordance with the agreed billing arrangement shall be deemed to be full settlement by the Customer of all Charges relating to that invoice issued pursuant to the billing arrangement. However, the Customer acknowledges that the billing arrangement is only an arrangement of convenience and if an Affiliate of the Customer fails to pay an invoice, the Customer shall remain liable to pay the invoice to Quantum.

20. INDEPENDENT CONTRACTORS

The relationship of the Parties shall be solely that of independent contractors. Nothing in the Agreement shall be deemed to constitute, create or give effect to or otherwise recognise a joint venture, partnership or formal business entity of any kind, and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing herein contained shall be construed as authorising either Party to act as an agent or representative of the other Party.

21. ENTIRE AGREEMENT

These Delivery Terms, the Contract Form or Customised Form, and the appendices and schedules thereto (if any) shall constitute the entire understanding between the Parties hereto concerning the provision of the Service and supersedes and replaces any prior agreements and negotiations related to the subject matter herein.

22. AMENDMENTS

The Agreement may only be amended by the written agreement of the Parties.

23. SEVERABILITY

If any of the provisions herein becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

24. THIRD PARTIES

A person who is not a party to the Agreement shall have no rights to enforce the Agreement notwithstanding any legislation giving such right to a third party. The Parties agree to exclude the application of such legislation to the extent that such legislation can be excluded by written agreement of the Parties.

25. INCONSISTENCIES

In the event of any conflict or inconsistency between any provision of the Agreement and these Delivery Terms, the conflict will be resolved in the following order of priority (i) the Contract Form or the Customised Form (ii) the appendices and schedules to the Contract Form or Contract Form, and (iii) these Delivery Terms.

26. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by, interpreted and construed in accordance with, the laws of the Territory and the Parties hereby agree to submit to the non-exclusive jurisdiction of the courts of the Territory.