



CRM No:

Ref. No.:

(本公司專用)

香港公司月結帳戶申請表格

Hong Kong Company Credit Account Application Form

顧客資料 Customer Information		
申請人(公司名稱) Applicant (Company Name)		
登記地址 Company Address		
香港寄件地址(如同上無需填寫) Site Address in H.K. (Not applicable if same as above)		
商業登記編號 Business Registration (BR) Certificate No		
業務性質 Nature of Business	員工人數 Number of Employee(s)	
聯絡人/申請人 Contact Person	小姐/先生 Ms./ Mr.	部門及職位 Dept. & Position
公司聯絡電話 Telephone No.	Ext.()	手機號碼 Mobile Phone No.
電郵地址(必需填寫) E-mail Address (Required)		傳真機號碼 Fax No.
請以英文正楷填寫 Please use English block letters		
會計部聯絡資料 Details of Accounts Department		
會計部聯絡人 Contact Person of A/C Dept.	小姐/先生 Ms./ Mr.	聯絡電話 Telephone No. Ext.()
*電子帳單電郵地址(必需填寫) *E-Billing Email Address (Required)		
請以英文正楷填寫 Please use English block letters		
付款方式 Payment Method		
請選擇其中一項付款方式： Please select one of the payment methods:		
<input type="checkbox"/>	網上繳費、匯款 Internet Payment / Payment by Remittance	<input type="checkbox"/>
<input type="checkbox"/>	郵寄支票 Cheque Payment by Mail	<input type="checkbox"/>
<input type="checkbox"/>	自動櫃員機 ATM	
預計每月運費支出： Estimated expenditure for shipment on each month: 港幣 HKD		
開戶按金將以預計每月運費支出的一半金額作計算，並設有最低按金金額。 Deposit for account opening is calculated by the half amount of the estimated expenditure per month. A minimum amount of deposit will be determined by HAVI Logistics.		
其他資料 Other Information		
如已有本公司之月結帳戶，請列出有關帳號： If the Applicant already has a credit account with HAVI Logistics, please provide the relevant account number:		
推薦員工 Referee	(請注明本公司職員姓名及員工編號) (Please state our staff name and staff number)	

備註 Remarks :

*為保護環境，減少紙張消耗，所有月結帳戶只提供電子帳單。

*To preserve a green world and save the environment through paperless billing, only E-Bills will be provided in relation to all accounts.

- 如客戶需開設冷凍配送月結帳戶，請連同**冷凍配送服務理賠協議書**及**有關售賣限制出售食物許可證聲明**一併交回，以享用夏暉物流提供的冷凍配送服務。客戶需同意以冷凍配送服務理賠協議作為夏暉物流每次提供冷凍配送服務時使用之運單條款的補充條款。

- If customer needs to open a Refrigerated Delivery Credit Account, please submit the **Refrigerated Delivery Service Claim Agreement** and **Declaration on Restricted Food Permits** together with this application form in order to use the Refrigerated Delivery Service provided by HAVI Logistics. Terms in the Refrigerated Delivery Service Claim Agreement serves as the supplemented terms to the Waybill Terms and Conditions which apply to the Refrigerated Delivery Service provided.

以下問題請於適當選擇的空格內填上“√” Please tick the correct box below

1) 客戶公司所屬性質*：（請選擇一項） Which kind of business is your company engaging in? (Tick one box only)
<input type="checkbox"/> 生產製造 Manufacturing <input type="checkbox"/> 批發零售/貿易 Wholesaling <input type="checkbox"/> 研發設計 R&D <input type="checkbox"/> 專業諮詢服務 Professional Consulting <input type="checkbox"/> 多種角色 Multi-Roles
2) 客戶主要銷售渠道（超過 50% 的銷售量）*：（請選擇一項） Which of the following is your company's major sales channel? (Tick one box only)
<input type="checkbox"/> 互聯網 Internet <input type="checkbox"/> 電視電話廣播直銷 TV Direct Sales <input type="checkbox"/> 店鋪 Stores <input type="checkbox"/> 其他 Other
3) 客戶主要銷售對象(收件人)*：（請選擇一項） Which of the following segment does your company target for? (Tick one box only)
<input type="checkbox"/> 商業客戶（公司、店鋪等) Corporate Clients <input type="checkbox"/> 個人客戶 Individual Consumers
4) 客戶地址類型*：（請選擇一項） Where is your company located at? (Tick one box only)
<input type="checkbox"/> 專業市場 Specified Market <input type="checkbox"/> 住宅區 Residential Area <input type="checkbox"/> 工業區 Industrial Area <input type="checkbox"/> 商住混合區 Mixed Residential & Commercial Area <input type="checkbox"/> 中心商業區 CBD <input type="checkbox"/> 商業區（其他類） Other Commercial District
5) 客戶行業（主要產品或服務）*：（請列明） Which of the following industry is your company from? (Please specify)



已知托運人符合規定聲明

香港特別行政區政府
民航處

本人代表

(托運人公司名稱 - 須與托運人公司的商業登記文件上所示的相同)

(托運人公司註冊所在國家 / 地區的政府發出的商業登記文件編號)

(下稱"本公司") 向：

夏暉物流(香港)有限公司

(接收本公司托運貨物的管制代理人公司名稱)

(上述管制代理人的管制代理人編號)

謹此聲明：

- (a) 托運的空運貨物由可靠的人員在不受干擾的處所處理。
- (b) 在本公司準備、儲存和運送托運的空運貨物期間，這些貨物均獲妥善保護，不受干擾。
- (c) 本人同意，任何托運的空運貨物的包裝和內含物品可基於保安理由而接受檢查。
- (d) 托運的空運貨物並無藏有任何爆炸品或燃燒裝置。
- (e) 本人同意接受民航處或其代理人突擊巡查或在預先通知後巡查。本人亦同意直接向民航處提供任何文件，以便監察本公司有否遵從《托運人規定文件》和《管制代理人制度空運貨物處理程序》訂明的保安規定，以及民航處不時發出的任何其他指示。
- (f) 本人會確保本公司持續遵從《托運人規定文件》訂明的保安規定，並把這些規定告知可接觸空運貨物及／或相關裝運單據的所有人員。
- (g) 在下列情況下，本人會在合理時間內盡快向認可本公司為已知托運人的管制代理人提供有關詳情：
 - (i) 更換負責實施及監管貨物保安措施的主管人；
 - (ii) 更改處所或可能影響保安的程序；
 - (iii) 本公司停業，不再處理空運貨物；或
 - (iv) 本公司不再實施《托運人規定文件》所訂明的保安措施。

本人明白故意作出虛假聲明可能遭檢控，本人並同意為此聲明承擔責任。

姓名： _____ 日期： _____
(須與護照或身分證上所示的全名相同)

職位： _____ 簽署： _____

公司地址：* _____

出貨地址：# _____

公司印鑑： _____

- 附註
- 1 本聲明須每三年重新簽訂一次。
 - 2 本聲明須由負責實施及監管貨物保安措施的主管人簽署。
 - * 須與托運人公司的商業登記文件上所示的相同。
 - # 始發空運貨物的地址。



Known Consignor Declaration of Compliance

Civil Aviation Department (CAD)

The Government of the Hong Kong Special Administrative Region

I, for and on behalf of

_____ (company name of consignor – as shown in the
business registration document)

_____ (number of business registration document issued by the government
of the country with which the consignor company is registered)

(hereafter referred to as “the company”) hereby declare to:-

HAVI Logistics Services (Hong Kong) Limited

_____ (company name of the regulated agent who receives
cargo consignment from my company)

_____ (RA code of the above regulated agent)

that:-

- (a) Consignments of air cargo are prepared in secure premises by reliable staff members.
- (b) Consignments of air cargo are protected against tampering during shipment preparation, storage and transportation for which the company is responsible.
- (c) I accept that the packaging and the contents of any consignment of air cargo may be examined for security reasons.
- (d) Consignments of air cargo do not contain any explosive or incendiary device.
- (e) I accept unannounced or announced inspections by CAD or its agents and agree to provide any documents directly to CAD for the purpose of monitoring the compliance with security requirements stipulated in the Requirement Document for Consignor, the Handling Procedures for Regulated Agent Regime and any other directions given from time to time by CAD.
- (f) I will ensure the continual compliance with the security requirements stipulated in the Requirement Document for Consignor and the requirements are communicated to all staff members with access to consignment of air cargo and/or related shipping documents.
- (g) I will provide the regulated agent who recognizes my status of known consignor with the relevant details as soon as reasonably possible if:
 - (i) the person responsible for application and supervision of the implementation of cargo security has changed;
 - (ii) changes to premises or procedures are likely to significantly impact on security;
 - (iii) the company ceases trading and no longer handles air cargo; or
 - (iv) the company no longer implements the required security controls stipulated in the Requirement Document for Consignor.

I understand that making false declaration knowingly may be liable to prosecution and I accept responsibility for this declaration.

Name:

Date:

_____ (full name as shown on ID/passport)

Position in Company:

Signature:

Company Address:*

Site Address:#

Company Chop: _____

Note 1 This Declaration shall be renewed every 3 years.

2 This Declaration shall be signed by the person responsible for application and supervision of the implementation of cargo security.

* As shown in the business registration document.

Address of the site which originate consignment of air cargo.

***** 須附文件 Documents Required *****

請必須附帶下列文件，以便處理。You must attach the following documents for processing of application.
 以下資料只用作開設帳戶用途。The documents required shall only be used by us for the purpose of this application.
 如客戶未能於申請月結帳戶時提交已簽署之「已知托運人符合規定聲明」，則本公司將保留追究權利。We reserve all rights to take legal action if the customer fails to submit the "Known Consignor Declaration of Compliance" when applying for a credit account

- 公司有效商業登記副本 Copy of BR
 聯絡人/申請人名片 Name Card of Contact Person
 已知托運人符合規定聲明 Known Consignor Declaration of Compliance
 冷凍配送服務理賠協議書 Refrigerated Delivery Service Claim Agreement
 有關售賣限制出售食物許可證聲明 Declaration of Restricted Food Permits

本人確認上述資料真實無誤。本人已細閱並同意附頁之所有條款。本人同意將被視為上述條款及細則中提及的托運人，並知悉如月結單上所述的日期起計所列明/協議天數內仍未繳清所有費用，夏暉物流(香港)有限公司保留權利取消本人月結帳戶，並循法律途徑追討有關損失。除非雙方訂立新的協定，否則當月結帳戶生效時，上述條款將即時具有約束力，並同時取代所有雙方事前協議、陳述、談判和討論。

夏暉物流提供的服務及產品均受有關條款及細則約束，夏暉物流保留更改條款及細則的權利，而無須另行通知。如有任何爭議，夏暉物流保留最終決定權。

We confirm that all information given above is true and complete. We have read, understood and hereby confirm acceptance of the terms and conditions attached to this application form ("Terms and Conditions"). We agree that we will be deemed as the shipper as referred to or defined in the Terms and Conditions, and hereby acknowledge that in the event of failure to pay any amount due to HAVI Logistics Services (Hong Kong) Limited ("HAVI Logistics") within stated/agreed days from the date of the relevant monthly statement, HAVI Logistics may at its absolute discretion terminate our credit account, and sue for damages, costs and expenses incurred. Unless agreed otherwise by the parties in writing, the Terms and Conditions shall be binding immediately upon the opening of the credit account, which shall supersede all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties.

The terms and conditions apply to all services and products provided by HAVI Logistics. HAVI Logistics reserves the right to revise the terms and conditions without prior notice. In case of any dispute, the decision of HAVI Logistics shall be final.

X _____
 公司授權人簽署及公司印鑒
 Authorized Signature and Company Chop

_____ 申請日期
 Date of Application

填妥本表格後請將彩色掃描本電郵至 HKTYBD@havi-cn.com，並註明「月結帳戶申請」。

如對申請月結有任何查詢，請致電 3583 7100 與本公司業務發展部聯絡。

申請月結將一併開通夏暉物流的電子帳單服務。

Please send this colour-scanned completed application form together with the documents required to HKTYBD@havi-cn.com. Please specify "Company Credit Account Cancellation" in the subject.

If you have any enquiry about the application, please call 3583 7100 to contact our Business Development Department.

HAVI Logistics's E-Billing service will be activated upon application of credit account.

夏暉物流可能將客戶提供的資料用於本公司或本公司之業務夥伴作市場推廣及宣傳之用途。

The above information may be used by HAVI Logistics or HAVI Logistics's business partners for promotional purposes

本公司不欲收到任何市場推廣或宣傳之訊息 We do not wish to receive promotional materials from HAVI Logistics

夏暉物流(香港)有限公司專用 For HAVI Logistics Services (Hong Kong) Limited's Use Only

OPS AP : A NA Signature :

Reason : Date :

FIN AP : A NA Signature :

Reason : Date :

本《快件運單契約條款》及《月結付款方式條款》（下稱“本契約”）夏暉物流(香港)有限公司（下稱“夏暉物流”或“本公司”）與寄件人/客戶之間訂立的契約，寄件人/客戶一經簽署《香港公司月結帳戶申請表格》，即被視為已明確理解和同意本《快件運單契約條款》及《公司月結付款方式條款》的各項條款，並同意切實執行。本契約如有任何變更，夏暉物流將不另行通知，並視為自動更新。

《公司月結付款方式條款》

1. 當本公司收到客戶填妥之申請書正本後會進行初步審批，並向客戶提供按金發票，客戶需根據發票繳交相關按金。當本公司確認收到按金後，將以書面通知客戶其編號及生效日期。公司月結帳戶生效時本契約亦同時生效。
2. 開戶按金將以預計每月運費支出的一半金額作計算，並設有最低按金，此按金於正常服務期間不能用以抵扣運費。財務確認收取按金款項後將提供收據。
3. 如開戶後的三個月內，每月平均繳款運費金額未能達到港幣 1,000 元或以上，本公司會保留取消此公司月結帳戶的權利。
4. 月結客戶必須於月結單上印有的到期付款日前繳付所有費用。若月結客戶未能依期繳付所有費用，本公司則有權額外向客戶收取逾期未繳的費用之 2% 作為附加費。
5. 如客戶於月結單上印有的發出日起計二十天內仍未繳清所有費用，本公司有權取消其月結帳戶，並循法律途徑追討一切損失。
6. 客戶編號只供申請表上的申請人使用。
7. 客戶如欲終止公司月結帳戶，請致電通知本公司客戶經理，財務結帳需時約十五個工作天。客戶須書面向本公司申請退還開戶按金，開戶已收取的按金於終止服務後的次月首七個工作天內退回。如月結帳戶終止當月之消費金額大於開戶按金，本公司將於帳單直接扣除按金，並要求客戶繳付尚餘費用。
8. 如客戶超過六個月沒有使用本公司服務，本公司有權隨時終止客戶的公司月結帳戶而不作另行通知，
9. 本公司保留修改以上一切條文的權利，及有權隨時終止客戶的公司月結帳戶，並即收回一切帳款。
10. 客戶同意本公司在合乎相關法例的情況下可以使用、儲存、披露任何客戶詳情，及將其轉讓給任何本公司認為有合理需要的人士（包括但不限於自然人、商號、公司、法團及非法團性質的團體）。
11. 本公司認為有需要或適當時，可將客戶詳情轉給在香港境內或境外的任何服務供應商，以便該(等)供應商為本公司進行資料處理或代表本公司向客戶提供任何服務。
12. 以上條款受香港特別行政區法律約束及解釋，雙方提交並同意香港法院的非專有司法管轄。

《支付第三方服務費》

13. 在本契約之有效期內，如任何第三方寄件人或收件人提供的月結客戶號碼與合同中客戶之月結號碼一致的，則寄件和收件的全部費用（包括運費及增值服務費用）均可轉入客戶月結帳戶進行統一結算。
14. 客戶承諾，所有使用客戶月結號碼的寄件及收件行為一律視為客戶行為，受合同和附件服務條款約束，如因客戶洩露月結號碼資訊可能導致的風險則由客戶全部承擔，客戶不得以任何理由拒付費用。
15. 夏暉物流只向客戶提供對賬單結算進行費用核對和開具發票，不向客戶以外的第三方重複發放發票。
16. 客戶未按合同和附件服務條款的約定按時足額支付結算款項的，夏暉物流有權取消本協議下的所有服務。

《協議終止》

17. 任何一方可透過書面通知於 7 個工作天通知期後終止本協議。而按照實際情況，雙方亦有權透過書面通知即時終止本協議。

《其他》

18. 本協議僅用中文執行。如果在中文版本與其他語言的翻譯版本之間有任何差異，一概以中文本為準。
19. 本協議下未提及之條款則以合同內容為準。

《夏暉運單條款和條件》

當閣下使用夏暉之速運服務時，作為「寄件人」，閣下代表您與快件的收件人（「收件人」）及其他持有該快件的權益的人士，同意本條款及細則均適用。

1 定義

- 1.1 「夏暉」、「我們」指夏暉物流（香港）有限公司、或其接收該快件的附屬公司、分支機構、相關聯公司、代理人或獨立承辦商。
- 1.2 「快件」指單個運單中，夏暉同意收寄的所有包裹。
- 1.3 「個人資料」是指任何可以直接或間接與個人有關的資料、可以切實可行地透過該資料確定有關人士的身份、及該資料的存在形式，讓人可切實可行地查閱及處理。
- 1.4 「條款和條件」指本條款和條件，夏暉可隨時自行更改，而無需另行通知。為避免爭議，任何修改在夏暉官方網站上發佈時立即生效並具有約束力。
- 1.5 「運單」包括任何由夏暉或寄件人的自動系統製作的快件識別碼或文件，例如標籤、條碼或運單及任何其電子版本。

2 不接納的快件

寄件人同意，如發生以下情況，其快件則被視為不可接納：

- 2.1 國際航空貨運協會、國際民航組織及其它相關政府部門或組織所規定為有害物品、危險物品、禁運物品或限運物品；
- 2.2 未按照有關海關規定辦理報關手續的；
- 2.3 快件被列為危險物品，或者夏暉認為不能安全地或合法地承運的快件，包括但不限於涉及動物及其部分、貨幣、不記名票據、可流轉票據、偽冒貨品、貴重金屬和寶石、槍械及其組件、彈藥、人體殘肢、色情物品、非法毒品/藥物；或
- 2.4 收件人地址不正確、不完整或沒有正確標示，或快件包裝不全或不足而至不足以致未能確保快件能在一般及合理情況下安全運送。夏暉有絕對權力因應其認為合適的方法處理，包括但不限於摧毀任何因應本條列明為不接納的快件。

3 查驗權

寄件人同意夏暉或任何政府部門有權在沒有事先通知的情況下對快件進行開箱查驗。夏暉不會對因上述查驗而導致的任何延誤造成的任何損失負責。

4 寄件人的保證和彌償責任

如寄件人違反有關法律法規或違反以下保證和陳述，寄件人應彌償並確保夏暉免受相關損失或損害：

- 4.1 寄件人或其代理人提供的信息都是清晰可讀、完整和準確的；
- 4.2 快件是包裝穩妥及充足以確保在一般及合理情況下安全運送，並在預備、儲存及運送到夏暉期間受到保護，以免其受未經授權的干預；
- 4.3 快件所有標識完整標準及描述準確；
- 4.4 快件符合進出口國家/地區海關、出口、入口、資料保障法律及其它法律法規的規定；
- 4.5 寄件人就向夏暉提供及披露收件人的個人資料已獲得所有所需的批准；及
- 4.6 運單由寄件人或其授權代表代表其本人和快件的收件人及其他持有該快件的權益的人士簽署，本條款和條件構成對寄件人及其代表具有約束力和可強制執行的義務。

5 申報價值

寄件人同意，運單上申報價值與快件的實際現金價值相等（「申報價值」）。快件的申報價值應以真實、有效的正本商業發票或收據為依據，夏暉有唯一和絕對的酌情決定權決定接受、檢查和核實申報價值，或予以拒絕而無需說明理由。夏暉均依據本條款和條件的第 12 條約定承擔賠償責任。

6 運輸和路線

寄件人確認及同意一切路線及改道，包括運件經中途站運送的可能。

7 清關

- 7.1 寄件人委託夏暉為其清關及通過海關運送快件的唯一代理人。夏暉可以自行或委託第三方完成或委託第三方或按照夏暉合理認為是授權人士的要求，將運件轉遞到收件人的報關代理或其他地址。
- 7.2 夏暉會協助寄件人辦理清關及其它手續，此類協助將由寄件人自行承擔風險和費用。如海關當局就確認出/進口申報原因要求額外的文件，寄件人有責任提供所需文件並自行承擔費用。

8 快件延誤

夏暉將按照其正常運送標準以合理的努力派送快件，但這些標準並不具有約束力，也不構成夏暉與寄件人之間的合同的一部分。夏暉不對由運輸延誤而導致的任何損失或損害承擔責任。

9 派送和無法派送

- 9.1 快件不能派送到地址為郵政信箱或郵遞編號。快件將獲派遞到寄件人提供的收件人地址，但毋需派給該指定名稱的收件人。免生疑問，在收件地址獲得的簽名或印章，即構成快件已交付的充分證明。採用中央收集區的地點，快件將被派送到該接收點。
- 9.2 若有如下情形之一，夏暉將以合理的努力將快件退還寄件人，因此額外發生的費用由寄件人支付：收件人拒絕接收快件或支付運費或關稅；根據第 2 條該快件則被認為是不可接受；海關認為低報了貨物的價值；無法合理確定或找到收件人。如不能退還快件，夏暉可以對快件進行放棄、處置或變賣，且無須就上述行為向寄件人或其他人承擔任何責任，所得收入將在扣除服務費用及相關管理費用後返還寄件人（如有）。

10 運費、關稅及其它費用

10.1 夏暉的運費將按照貨物實際重量或體積重量中較高者計算，夏暉可以對任何快件重新稱量和測量以確認其計算結果。

10.2 即使寄件人給出不同的付款指示，寄件人始終對所有費用承擔主要責任。在收件人或第三方付費的情況下，寄件人應向夏暉支付收件人或第三方應支付但未支付的所有運費、關稅和其它費用。

11 不可抗拒因素

夏暉不會對由於超出夏暉控制的情況造成的任何損失或損害負責，包括但不限於：行政當局以實際或明顯的權力行事、任何非夏暉聘請或承包的人，包括寄件人、收件人、海關、政府部門或第三方的行為或遺漏、政府部門所施行的安全規例或其他適用於交付地點的安全規例、不可抗力一例如：暴亂、罷工、勞資糾紛、民間騷亂、通信和信息系統的故障或中斷（包括但不限於夏暉的通信和信息系統）、航空或路面交通網絡中的任何干擾，如因天文現象、自然災害，包括地震，氣旋，風暴，洪水等。

12 夏暉的責任

12.1 夏暉對任何一件快件的責任，包括但不限於遺失或損毀，所承擔的責任僅限於實際直接損失、且不過本條款和條件第 12 條所規定的限額。夏暉不承擔任何其它損失或損害（包括但不限於利潤、收入、利息及未來業務的損失），無論這些其它損失和損害是特殊性或是間接性，無論夏暉是否在受理快件之前或之後知曉有這些損失或損害的風險。

12.2 夏暉對任何一件快件僅基於以下規定承擔責任：

12.2.1 如快件的承運包含空運及最終目的地國家或經停國家為非出發地國家，在不影響本條款和條件的第 8 和 11 條約定的前提下，《華沙公約》或《蒙特利爾公約》應適用（以強制適用者為準）。若在該公約不適用的情況下，夏暉的責任均在任何情況下不會超過貨物的申報價值，且不得超過以下各項中的較低者：100 美元、或 26.00 美元/公斤或 11.82 美元/磅。如快件的承運包含空運、陸運或其他方式運送，除非另有證據，否則任何損失或損害將被推定在空運階段發生。

12.2.2 以陸路運送的快件，夏暉的責任將根據國際公路貨物運送公約執行，或如國際公路貨物運送公約不適用的情況下，夏暉的責任均在任何情況下不會超過貨物的申報價值，且不得超過以下各項中的較低者：100 美元、或 14.00 美元/公斤或 6.36 美元/磅。

12.2.3 每一快件只能提出一次索賠，且與該快件相關的所有損失或損壞的賠償是完全並最終的。如寄件人認為本條款和條件關於賠償的規定將不足以補償其損失，則應自行投保。

12.2.4 除非與相關適用法律衝突，任何索賠必須在夏暉接受快件之日起計的七 (7) 個工作天內就運送物品之受損和/或損失提出申索，否則夏暉將不再承擔任何責任。若尚未支付所有運輸費用，夏暉無義務受理任何索賠。索賠金額不可用於抵消該等運輸費用。收件人在簽收快件時沒有在快遞記錄上注明有任何損壞，則表面證明快件被完好送達。作為夏暉考慮任何損失或損壞索賠的條件，收件人必須提供原快件和包裝材料供檢查。

12.2.5 所有評估快件損壞程度或遺失比例應該完全由夏暉的絕對酌情決定權自行決定。

13 規管法律

除非與適用法律衝突，與本條款和條件有關的任何爭議將受到快件原寄件地國家法院的非排他管轄，並適用於原寄件地國家法律。

14 私隱政策

夏暉矢志妥善保障由寄件人所提供的個人資料，並確保就收集、使用、處理、保留、披露、傳輸、保安及存取個人資料時均符合適用法律及法規和由夏暉所發出的相關實務守則之規定。寄件人在此保證所有其提供的個人資料均為合法取得並已得到收件人的允許向夏暉提供的。

15 可分割性

本條款和條件任何部分的無效性或不可執行性，不影響其他條款的效力和執行。

16 管轄語言

如果此運單（包括本條款和條件）的不同語言版本有差異，則以英文版本為準。

These terms and conditions of “HAVI Logistics’s waybill” and “payment via company credit account (hereinafter jointly as “this Agreement”)” are entered into between the shipper/customer and HAVI Logistics Services (Hong Kong) Limited (hereinafter “HAVI Logistics”). The shipper/customer is deemed to have fully understood and agrees to the terms and conditions of this Agreement upon their signing of the “Hong Kong Company Credit Account Application Form” (the “Application Form”). HAVI Logistics shall be entitled to, at its sole discretion, to amend the terms and conditions of this Agreement without prior notice.

Terms and conditions of payment via company credit account

1. HAVI Logistics will consider the application for company credit account (the “Account”) upon receipt of a duly executed original of this Application Form. After briefly approval by HAVI Logistics, the invoice will be issued and customer is required to pay the deposit for further approval process. When the application is confirmed, HAVI Logistics will inform the customer of the reference number and effective date of the Account by written notice. The terms and conditions of this Agreement shall be binding immediately upon the opening of the Account.
2. Deposit for account opening is calculated by the half amount of the estimated expenditure per month. A minimum amount of deposit shall be determined by HAVI Logistics.
3. HAVI Logistics is entitled to terminate this credit account at any time if the customer’s average monthly expenses within the first three months after the application are less than HKD 1,000.
4. All amounts due to HAVI Logistics under this Agreement shall be paid by the customer before the expiry payment day specified in HAVI’s monthly statement. Otherwise, HAVI Logistics is entitle to charge, in addition to any amount owed by the customer, a surcharge that equals to 2% of any sums due but not paid.
5. If the customer fails to pay the outstanding amount due to HAVI Logistics within stated/agreed days from the date of the relevant monthly statement, HAVI Logistics may at its sole discretion terminate this Account and sue for damages, costs and expenses incurred.
6. The reference number for this Account shall only be used by the applicant (customer) as stated in the Application Form.
7. For termination of an Account, the customer should notify HAVI Logistics’s account manager. It will take approximately 15 (fifteen) working days to close the Account. The deposit for account opening will be refunded within the first 7 (seven) working days on the coming month after receiving the written confirmation for deposit refund from customer. The deposit will be directly deducted if the expenditure exceed the deposit and customer needs to settle the remaining balance.
8. HAVI Logistics is entitled to terminate the Account at any time without notification if the customer does not employ HAVI Logistics’s services for longer than 6 (six) months.
9. HAVI Logistics may at its sole discretion to amend the terms and conditions of this Agreement, terminate the Account and request the customer to settle the balance at any time.
10. The customer agrees that HAVI Logistics is entitled to use, store, reveal or transfer the customer’s information to other persons (including but not limited to natural persons, shops, companies, corporations or non-incorporated institutions) that HAVI Logistics deems reasonable, in accordance with the applicable laws and regulations.
11. HAVI Logistics is entitled to transfer the customer’s information to its sub-contractors (either in or outside of Hong Kong) for those sub-contractors to provide services to the customer or perform data procession on behalf of HAVI Logistics.
12. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong Special Administrative Region.

Paying for a Third-party

13. During the term of this Agreement, if the credit account number provided by a third party, be it a shipper or a consignee, is consistent with the credit account number of the Customer, all fees involved with the shipment (including the freight charge and value-added service fees) shall be credited to the Customer’s credit account.
14. The Customer undertakes that all shipment using the Customer’s credit account number shall be deemed as the Customer’s own action, and shall be governed by the Contract and the terms of service attached thereto. The Customer shall bear all the potential risks arising from the leaking of its credit account number. It shall not be the reason for refusing the payment of fees.
15. HAVI Logistics only issues invoices to the Customer. HAVI Logistics will not reissue any invoice to any third party.
16. In the event when the Customer fails to settle any payments in full or on time as agreed in this Agreement and the terms of service attached thereto, HAVI Logistics has the right to terminate all services under this agreement.

Termination

17. Either party has the right to terminate this agreement upon 7 working days’ prior written notice. According to the actual situation, both parties have the right to terminate this agreement with immediate effect by written notice.

Others

18. This agreement consists of a Chinese and English version. In case of any discrepancies between the Chinese and English version, the Chinese version shall prevail.
19. The parties shall be subject to terms in the Contract which are not specified in this agreement.

TERMS AND CONDITIONS OF CARRIAGE

When using HAVI's services you, as "Shipper", agree, on your behalf and on behalf of the receiver of the Shipment ("Receiver") and anyone else with an interest in the Shipment that these Terms and Conditions shall apply.

1 Definitions

1.1 "HAVI", "us" and "our" refers to HAVI Logistics Services (Hong Kong) Limited (as applicable), its subsidiary, branch, affiliate, agent, or independent contractor, which originally accepts your Shipment.

1.2 "Shipment" means all packages which are tendered to and accepted by us on one waybill.

1.3 "Personal Data" means any data relating directly or indirectly to an individual, from which it is possible and practical to ascertain the identity of the individual from the said data, in a form in which access to or processing of the data is practicable.

1.4 "T&C" refers to these terms and conditions and are subject to change by HAVI from time to time at its own discretion without prior notification. For the avoidance of doubt, any such change shall become effective and binding on the Shipper upon its publication on the official website of HAVI.

1.5 A "waybill" shall include any Shipment identifier or document produced by HAVI or Shipper automated systems such as a label, barcode or waybill as well as any electronic version thereof.

2 Unacceptable Shipments

Shipper agrees that its Shipment is deemed unacceptable if:

2.1 it is classified as hazardous material, dangerous goods, prohibited or restricted articles by International Air Transport Association, International Civil Aviation Organization, any applicable government department or other relevant organization;

2.2 no customs declaration is made when required by applicable customs regulations;

2.3 the goods are classified as dangerous goods or HAVI believes that it cannot be carried safely or legally, including but not limited to animals and parts thereof, currency, bearer instruments, negotiable instruments, counterfeit goods, precious metals and stones, firearms and parts thereof, ammunitions, human remains, pornography, illegal narcotics/drugs; or

2.4 Receiver's address is incorrect, incomplete or not properly marked or Shipment's packaging is defective or inadequate to be carried safely with ordinary and reasonable care. HAVI shall have the absolute right to deal with the Shipment as it sees fit, including destroy any unacceptable Shipment as specified in this clause.

3 Right to Inspect

Shipper agrees that HAVI or any governmental authorities may open and inspect the Shipment without notice at any time. HAVI shall not be responsible for any loss whatsoever for any delay caused to the Shipment due to such inspection.

4 Shipper's Warranties and Indemnity

Shipper shall indemnify and hold HAVI harmless for any loss or damage in connection or resulting from the Shipper's failure to comply with any applicable laws or regulations and for the Shipper's breach of the following warranties and representations:

4.1 all information provided by the Shipper or its representative(s) is legible, complete and accurate;

4.2 the Shipment was prepared securely and sufficiently packed to ensure safe transportation with ordinary and reasonable care and was protected against unauthorized interference during preparation, storage and transportation to HAVI;

4.3 the Shipment is properly described and correctly labelled;

4.4 the Shipment shall comply with all applicable customs, import, export, data protection laws and other laws and regulations;

4.5 Shipper has obtained all necessary consents in relation to Receiver's Personal Data provided and disclosed to HAVI; and

4.6 the waybill has been signed by the Shipper or the Shipper's authorised representative on its behalf and on behalf of the Receiver and anyone else with an interest in the Shipment and these T&C constitute binding and enforceable obligations of the Shipper and its representatives.

5 Declared Value

The Shipper agrees the declared value on this waybill is equivalent to the actual cash value of the Shipment ("Declared Value"). The Declared Value of a Shipment must be evident by an authentic, valid and original commercial invoice or receipt, which HAVI shall have the sole and absolute discretion to accept, inspect and verify thereof to its satisfaction or to reject thereof without giving any reason. HAVI's entire liability shall be limited to clause 12 hereof.

6 Transport and Routing

Shipper acknowledges and agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places.

7 Customs Clearance

7.1 Shipper appoints HAVI as the agent solely for the purpose of clearing and entering the Shipment through customs. HAVI may itself complete or authorize a third party or redirect the Shipment to Receiver's import broker or other address upon request by any person whom HAVI believes in its reasonable opinion to be authorized to perform customs clearances and/or entries.

7.2 To the extent that HAVI may voluntarily assist Shipper in completing the required customs and other formalities, such assistance will be rendered at Shipper's sole risk and expense. If any customs authority requires additional documentation for the purpose of confirming the import/export declaration, it is Shipper's responsibility to provide the required documentation at Shipper's expense.

8 Delay of Shipments

HAVI will make reasonable efforts to deliver the Shipment according to HAVI's regular delivery schedules and arrangements. However, these schedules are not binding and do not form part of the contract between HAVI and Shipper and/or Receiver. HAVI is not liable for any damages or losses whatsoever arising as a result of the delay caused by HAVI.

9 Deliveries and Undeliverable

9.1 Shipments cannot be delivered to addresses consisting solely of Post Office Boxes (PO boxes) or postal codes or ZIP codes. Shipments are delivered to the Receiver's address given by Shipper but not necessarily to the named Receiver personally. For the avoidance of doubt, a signature or a stamp obtained at the Receiver's address shall constitute sufficient proof of delivery of the Shipment. Shipments to addresses with a central receiving area will be delivered accordingly.

9.2 If the Receiver refuses delivery; or to pay for shipment charges or customs duties; or the Shipment is deemed to be unacceptable in accordance with clause 2; or it has been undervalued for customs purposes; or the Receiver cannot be reasonably identified or located, HAVI shall use reasonable efforts to return the Shipment to the Shipper at the Shipper's cost, failing which the Shipment may be released, disposed of or sold by HAVI without incurring any liability whatsoever to the Shipper or anyone else, with the proceeds applied against service charges and related administrative costs and the balance (if any) to be returned to the Shipper.

10 Shipment Charges, Tariff and other charges

10.1 HAVI's Shipment charges are calculated according to the higher of actual or volumetric weight and Shipment may be re-weighted and re-measured by HAVI to confirm this calculation.

10.2 Shipper will always be primarily responsible for all charges regardless of different payment instruction given by Shipper. Shipper shall pay on demand all shipping and/or other charges or tariff (customs duties) not paid when due by the Receiver for Receiver billing or by third party for third party billing.

11 Circumstances beyond HAVI's Control

HAVI is not liable for any loss or damage caused by any events beyond HAVI's control, including but not limited to acts of public authorities acting with actual or apparent authority; any act or omission by a person not employed or contracted by HAVI, e.g. Shipper, Receiver, customs, government officials or third party; the application of security regulations imposed by the government or otherwise applicable to the delivery location; Force Majeure - e.g. riots, strikes, labour disputes, civil unrest, disruptions or failure of communication and information systems (including, but not limited to HAVI's communication and information systems), disruptions of any kind in air or ground transportation networks, such as weather phenomena, and natural disasters including earthquakes, cyclone, storm, flood etc.

12 HAVI's liability

12.1 HAVI's liability in respect of any one Shipment, including but not limited to the liability of loss or damage, is strictly limited to direct loss only and to the limits stipulated in this clause 12. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest and future business), whether such loss or damage is special or indirect, and even if the risks of such loss or damage was brought to HAVI's attention before or after acceptance of the Shipment.

12.2 HAVI's liability in respect of any one Shipment shall be limited to the stipulation of the following:

12.2.1 If the carriage of a Shipment combines carriage by air and involves an ultimate destination or stop in a country other than the country of departure, without prejudice to clauses 8 and 11, the Warsaw Convention or the Montreal Convention, whichever is compulsorily applicable, will apply. In the case where such Conventions are inapplicable, HAVI's liability is limited to the Declared Value but shall in no event exceed the lesser of USD100 or USD26/kg or USD11.82/lb. If the carriage of a Shipment combines carriage by air, road or other mode of transport, it shall be presumed that any loss or damage occurred during the air period unless proven otherwise. or

12.2.2 Where Shipments are carried only by road, HAVI's liability shall be subject to the Convention for the International Carriage of Goods by Road (CMR), or in the case where CMR is inapplicable, HAVI's liability is limited to the Declared Value but shall in no event exceed the lesser of USD100 or USD14/kg or USD6.36/lb.

12.2.3 Claims are limited to one claim per Shipment, settlement of which shall be full and final for all loss or damage in connection therewith. IF SHIPPER REGARDS THESE LIMITS AS INSUFFICIENT, IT MUST MAKE ITS OWN INSURANCE ARRANGEMENTS.

12.2.4 Unless contrary to applicable laws, all claims must be submitted within 7 days from the date HAVI accepts the Shipment; otherwise HAVI shall have no liability whatsoever. HAVI is not obligated to act on any claim until all Shipment charges have been paid. The Shipment charges shall not be offset against the claim amount. Receipt of the Shipment by the Receiver without written notice of damage on the delivery record is prima facie evidence that the Shipment was delivered in good condition. As a condition for HAVI to consider any claim for loss or damage the Receiver must make the contents, original shipping and packing materials available for inspection by HAVI.

12.2.5 All assessment regarding the degree of damage on or the portion missing from the Shipment shall be at the sole and absolute discretion of HAVI.

13 Governing Law

Any dispute arising in connection with the T&C shall be subject to the nonexclusive jurisdiction of the courts of, and governed by the law of, the country of origin of the Shipment and the Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.

14 Data Privacy Policy

HAVI is committed to safeguard the Personal Data provided by the Shipper. In relation to the collection, use, process, retention, disclosure, transfer, security and access of the Personal Data, HAVI shall comply with applicable laws and regulations as well as the relevant code of practice issued by HAVI. Shipper hereby warrant that he/she has obtained such Personal Data lawfully and has obtained consent from the Receiver to provide such Personal Data to HAVI.

最後更新：2022年9月9日

15 Severability

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

16 Governing Language

If there are different languages version of this Waybill (including these T&C), the English version shall prevail in the event of any inconsistency.