

TERMS & CONDITIONS OF SERVICE

These terms and conditions apply to the services provided to you by us, unless we have entered into a separate written agreement with you which is signed by a person who is fully authorized to enter into a contract with us.

THESE CONDITIONS APPLY TO OUR PROVISION OF SERVICES TO YOU. PLEASE READ THESE CONDITIONS VERY CAREFULLY TO MAKE SURE THAT YOU FULLY UNDERSTAND THEM (AND IN PARTICULAR, CONDITION 7 (ON EXTENT OF LIABILITY)). YOU ARE ADVISED TO PURCHASE INSURANCE IF YOU WISH TO COVER YOUR RISK ABOVE THESE LEVELS.

1. Who do these terms and conditions apply to?

These conditions apply to you, as the sender of the shipment of items, and to anyone else who has an interest in the shipment. Although your contract is with the Quantum Solutions (Japan) Inc. subsidiary, affiliate or associate who arranges the collection of the shipment from you in your country, you agree that these conditions can also be relied upon and enforced by us (meaning Quantum Solutions (Japan) Inc. and all our affiliates), as well as anyone who collects, transports, delivers or otherwise handles the shipment or any of its contents. A variation to these conditions is only valid if there is a separate written agreement, signed by the sender and a fully authorised representative of Quantum Solutions (Japan) Inc. Unless otherwise agreed in writing, we have the discretion to choose the routing of your shipment and the subcontractors we use.

2. What items are prohibited or unacceptable?

We do not accept any items that are prohibited by transport or postal conventions, the rules of any international air transport or other association, or items which we believe may be unsafe to handle, or items which are illegal in the country of origin, destination or any third country through which the items travel (hereinafter referred to as "Prohibited Items"). We may ask you to show us samples of the items you wish to ship, to verify that they are not Prohibited Items; however, whether or not we do ask for this, it remains your full responsibility to ensure that no Prohibited Items are handed over to us. If you do hand over any Prohibited Items to us, you agree to indemnify and keep us indemnified against any claim, action, suit or proceeding brought or threatened to be brought against us and for any loss, liability, damage, cost or expense we may incur; you further agree that we can deal with any Prohibited Items in whatever way we think fit. We reserve the right to refuse to accept or collect a shipment from you at any time for any reason including if we have reason to believe that the shipment contains Prohibited Items.

3. Do we accept dutiable items?

Unless we have agreed in writing otherwise, you must not hand over to us any shipments which contain items that are subject to import taxes or duties or which require customs clearance, and we are not obligated to transport, handle or deliver all such items. You agree that it is your responsibility to tell us accurately what the contents of your shipment are, and that you will reimburse us for all costs we incur if you fail to do so. If you do hand us any dutiable items, you (a) confirm that we are appointed to act as your customs agent, (b) agree to provide us all assistance as may be necessary to enable us to act in such a capacity, and (c) agree that you are liable and/or will compensate us for all duties, taxes and other costs whatsoever which we might incur in dealing with those items and in acting as your agent. If you do hand us any items which require customs clearance, we will try to contact you to reach an agreement on how to deal with them; however, in order to minimise the costs and disruption to our business, you agree that, unless we have agreed in writing to take the items, we can deal with them in any way we consider appropriate (including but not limited to arranging for delivery, returning them to you, arranging for their collection by you, or selling or destroying the items).

4. We may open your shipment.

In order to make sure that there are no dutiable items or Prohibited Items (described in condition 2) or to confirm the nature or value of declared items, we may need to open your shipment. You agree that we have the right to do so without prior notice to you and will hold us harmless against any claims we may receive or make good any loss or damage we incur.

5. When and how much will you have to pay for the services?

Unless we have otherwise agreed with you in writing, the price for delivery and handling of your shipment is as set out in the published tariff at the time when we collect the shipment. As tariffs can change, you should check the tariff in force at the time when you make a shipment. Unless otherwise agreed in writing, you are obligated to pay us within 7 days of collection of the shipment or, if we have sent you an invoice for any payment, you must pay us within

7 days of the date of that invoice.

6. What if you do not pay or if you pay us late?

You agree that we may charge you interest for every day that payment is overdue at a rate of 1% per month of the overdue amount. If we need to take action to recover the payment from you, you agree to pay us for all our costs and expenses incurred in that regard, including legal fees. Even if you have a claim that the service was not properly performed, you agree to pay the charges for the shipment and all of our costs, and for your claim to be handled under condition 9. Further, you grant to us a security interest in and over any shipments you have given to us and which are in our possession, and authorise us to deal with those items in whatever way we consider appropriate (including, but not limited to, selling, holding or destroying the items) in order to recover some or all of the payment from you and/or to reduce our own costs or disruption to our business.

7. What is the extent of our liability?

If your shipment, or any of the items, is lost or damaged, we will compensate you for direct losses which you suffer (i.e. the actual cost of the lost item or the actual cost of the damaged item to the extent that it is damaged), up to a maximum of US\$50 per shipment (or the equivalent in the currency of the country in which your shipment is collected by us). We do not accept and expressly disclaim any liability for any indirect, consequential, collateral, special or incidental loss or damage (including, but not limited to, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment, claims of third parties, and all associated and incidental costs and expenses), or loss which is caused as a result of circumstances outside our control. Unless otherwise agreed with you in writing, given that we often need to rely on others to provide the services to you, we cannot accept any liability if your shipment is delayed. If your shipment needs protection above the limits in these conditions, we strongly advise you to take out appropriate insurance.

8. What happens in the event of undelivered items?

If a shipment or any item is not delivered for whatever reason, you agree that we may open the shipment or item and to try to return it to you, at your cost. We will try to contact you to reach agreement on how to deal with such items but, in order to minimise our costs and disruption to our business, you agree that we have the absolute discretion to deal with such undelivered items in any way we consider appropriate (including but not limited to arranging for delivery, returning them to you, arranging for their collection by you, or selling or destroying the items).

9. What should you do if you wish to claim for lost or damaged shipments or items?

If you would like to put forward a claim for loss or damage to a shipment or any items contained in a shipment, you must:

- Report it in writing to the general manager of the company which collected your shipment (their details should be available from the local customer service centre); and
- Do so as soon as possible and, at the very latest, within 30 days of the date of collection. If you do not, we will not accept liability for any such lost or damaged items.

10. Postal regulations may apply to your shipment or items.

Under certain postal regulations in a number of countries, the postal administration may levy a surcharge on or even return or refuse to deliver mail. In the event that any of your shipments are subject to surcharging, non-delivery, return or even destruction as a result of postal regulations, you agree to be fully responsible for the consequences and to hold us completely harmless against all costs arising from any claim, action, suit or proceeding brought or threatened to be brought as a result, and further, to help us challenge any such claim, action, suit or proceeding if we ask you to do so.

11. Where will disputes be heard?

Disputes arising from or related to this contract of carriage shall be subject to the laws and the courts of the country in which the subsidiary or affiliate of Quantum Solutions (Japan) Inc. that accepts your shipment for carriage is based.