

**SG SAGAWA VIETNAM CO. LTD,**

**-----o0o-----**

**QUALITY STANDARDS FOR  
POSTAL SERVICES**

*Ha Noi, May 2015*

***QUALITY STANDARDS OF SERVICE***

*SG SAWAWA VIETNAM CO., LTD provides express services for all types of letters, postal items according to the pre-announced targets. Ensuring the fastest, accurate, safe and convenient delivery service, SG SAWAWA VIETNAM CO., LTD issued the Details of service quality standards of SG SAGAWA VIETNAM CO., LTD are as follows:*

## **1. DEFINITION**

*The following definitions apply to the below terms and conditions govern the Contract of carriage and / or perform other services between the Shipper and the Company.*

*1.1 **Company or SGV** means SG SAGAWA VIET NAM Co., Ltd., including branches and transaction offices of SG SAGAWA VIET VIETNAM NAM Co., Ltd. in provinces and cities.*

*1.2 **"Contract"** means the Contract of carriage or Contract for other services signed between the Company and the Shipper, including annexes and amendments from time to time..*

*1.3 **"Shipper"** means the Shipper of the cargo, the holder of the consignment note, the consignee and the owner of the shipment or any party having a legal interest in the shipment, or any other party having the right for the implementation of other services.*

*1.4 **"Shipping"** means and includes all activities and services performed by the Company related with the shipment;*

*1.5 **"Other services"** means all services other than the basic shipping service performed by the Company, such as storage, sorting, aggregation, packaging, installation, value-added services and transportation management;*

*1.6 **"Shipment"** means goods or documents of any kind (whether it is bulk cargo or one or many packages) that the Company has received to transport from one address to another, or the Company got to perform other services*

*1.7 **"Prohibited goods"** means any goods or materials prohibited from trading, consuming and transporting in accordance with the law, or statutes and regulations in any country in which the goods are shipped from and to.*

## **2. SIGNING CONTRACT**

*A contract is a written agreement between the Shipper and the Company or its branches in other provinces and cities where the shipment has been received or transported, or on a case-by-case basis, to perform other services for the Shipper. The Shipper agrees that the Company may sign*

*the contract for all services or each contract for each type of service according to the terms and conditions set by the Company.*

### **3. TERMS AND CONDITIONS OF THE COMPANY.**

*Upon delivery of the shipment to the Company, the Shipper expressly accepts the terms and conditions set in the consignment note or the transport contract or the contract for the implementation of other services on behalf of the Shipper or any other people have the right to the Shipment or to the performance of other services, whether the Shipper signs the Company's consignment note. The terms and conditions also apply to the parties to which the Company uses or employs subcontractors as well as employees, directors or agents of the Company to perform the delivery, shipping the shipment or perform other services. Only authorized representatives of the Company may agree to changes these terms and conditions in writing. When Shipper submits a shipment to the Company by oral or written instructions that conflict with these terms and conditions, these terms and conditions shall prevail.*

### **4. SCOPE OF CONTRACT**

*4.1 Whether the shipment forms a part of another contract between the Shipper and the Company, these terms and conditions shall also apply to that contract for any shipment*

*4.2 When engaging into any type of contract with the Company relating to the delivery of*

- (i) The contract is a delivery of goods by road contract if the shipment is actually carried out by road;*
- (ii) Contract is a contract of delivery of goods by air if the shipment is actually carried out by air;*
- (iii) Contract is a contract of delivery of goods by sea if the shipment is actually carried out by*
- (iv) Contract is a perform other services contract if not related to transportation services*

### **5. FOR DANGEROUS GOODS / PROHIBITED GOODS**

#### *5.1 Dangerous Goods*

*(i) Except the indicated in section 5.1 (ii) below, the Company does not transport goods, nor does it perform other services related to goods that is dangerous, according to the Company's judgment, including and not limited to the goods specified in the International Civil Aviation Organization (ICAO) technical guidelines, dangerous goods regulations of the International Air Transport Association (IATA), International Maritime Dangerous Goods Code, European Agreement regulations for international carriage of dangerous goods by road (ADR) or any other domestic or international laws may apply for transporting or carrying out other services related to dangerous goods*

*(ii) Depending on the customer, the Company may accept to transport some dangerous goods, or perform other services. The Shipper's dangerous goods are only accepted if the Shipper complies with the applicable regulations (refer to Article 5.1 (i)) and company requirements. The Company will bill an extra charge of dangerous goods when accepting the Shipper's shipment.*

*5.2 Prohibited goods*

## **6. CHECKING THE GOODS**

*The Shipper agrees that the Company or any public agency may open and inspect the Shipper's shipment at any time.*

## **7. TIME AND GOODS SHIPPING PROCESS**

*The Company's delivery time does not include weekends, public holidays and bank holidays with delays caused by customs or other events beyond the Company's control. The route and way of shipment will be determined by the Company.*

## **8. INCORRECT ADDRESS**

*If the Company cannot deliver the Shipment because the address is incorrect, the Company will make reasonable efforts to find the right address. The Company will notify the Shipper to adjust the delivery or attempt to deliver the shipment to correct address even though additional charges may apply if the address is different from the address on the consignment note or the shipment label attached.*

## **9. SHIPMENT CANNOT BE DELIVERED AND REJECTED**

*When the Shipment cannot be delivered, the Company will leave a notice at the recipient's address (stating that the delivery attempt was made at that location). If delivery is not possible after trying again or the recipient does not accept delivery, the Company will contact the Shipper and the next action agreement accordingly. The Shipper agrees to pay the company any costs occurred in the delivery, disposition or return of the shipment and freight (if any) to try a third time or more delivery and for the next agreed appropriate action. If the Shipper does not instruct the company within 30 days after the second attempt at delivery, the Shipper agrees that the contents of the shipment will be destroyed or sold by the Company for which the Company is not subject to additional responsibility to the Shipper.*

## **10. OBLIGATIONS OF THE SHIPPER**

*The Shipper warrants and undertakes to the Company that:*

- 10.1 *The contents of the shipment, including but not limited to the weight and quantity of the item, are properly and adequately described on the Company's consignment note;*
- 10.2 *The content of shipment has been properly labeled and these labels are securely attached to the place that the Company can easily see from the outside of the shipment;*
- 10.3 *The complete address of the consignee includes the address indicated on the*
- 10.4 *The consignee's complete address includes the address given by the Shipper accurately and legibly on the secure address label in the location where the Company can clearly see from the outside of the shipment;*
- 10.5 *The content of shipment has been prepared and packed securely by the Shipper to protect the shipment from the risks of normal transportation or have required the Company to perform the accompanying services and paid for these services by the Shipper.*
- 10.6 *The sender has applied a weight notification label for all items where the Company can easily see from the outside of the shipment.*
- 10.7 *When the Shipper requests the Company to charge the recipient or a third party, if the recipient and the third party do not pay the Company, the Shipper will immediately pay the invoice with administrative fee within 15 days from the date the Company sends the*
- 10.8 *The Shipper must comply with all applicable laws and regulations;*

## **11. SCOPE OF RESPONSIBILITIES OF THE COMPANY**

*The Company will be responsible for any loss, damage or delay of any part or all of the shipment arising from the transport in accordance with the Company's liability for compensation.*

## **12. EXCLUSION**

*The Company is not responsible if the Company does not perform any obligation to the Shipper as a result of:*

- 12.1 *Situations beyond the Company's control (not limited to):*
- (i) Natural disasters include earthquakes, cyclones, storms, floods, tornadoes, fires, diseases, fog, snow or frost;*
  - (ii) Force majeure events include (and are not limited to) war, accidents, hostile acts, strikes, embargoes, air hazards, and local disputes or civil riots;*
  - (iii) Cases of disruption of road transport networks on a national or local scale and mechanical malfunctions for transportation vehicles or machinery;*

- (iv) *Potential defects or inherent shortcomings of goods;*
- (v) *Crime committed by third parties, such as theft and fire.*

*12.2 The acts or omissions of the Shipper or a third party such as: The Shipper violates (or any other party claiming rights to the goods causes the Shipper to violate) his/her obligations in accordance with those of terms and conditions.*

*12.3 The content of the shipment contains any items that are prohibited, whether by mistake, the Company may have accepted the shipment.*

### **13. VALUABLE GOODS**

*SGV does not accept to transport valuable goods such as precious stones, precious metals, jewelry, money, valuable papers, art works, antiques and important papers including passports, documents / bidding documents, shares ... However, if the Shipper requires the Company to transport these goods through the Company's goods distribution system, the Shipper must bear all risks such as for other common goods.*

### **14. TIME OF COMPLETION**

*Time of completion is the time period from when letter or postal item is accepted until it is properly delivered to the recipient on the receiving address:*

*- SG SAGAWA VIETNAM CO., LTD committed to the time of completion as follows:*

*+ Time of completion: The total time of each type of service is specified in detail in the Table of service charges*

*+ The time of completion can also be changed depending on the needs of the customer or the requirement of inspection and supervision of state agencies in the process of providing services. The change of time of completion will be announced specifically by SG SAGAWA VIETNAM CO., LTD.*

### **15. COMPLAINT SETTLEMENT TIME - TIME OF COMPENSATION**

- Time to resolve complaints up to 30 days from the date of receiving complaints.*
- The maximum compensation period is 30 days from the date the parties make documents to determine compensation liability*

### **16. SAFETY QUALITY**

- The security of the postal service is letters and postal items sent to the receiving address in a state of integrity, not lost, damaged or torn.*

- *SG SAGAWA VIETNAM CO., LTD requires customers to refer to instructions on how to pack and wrap letters and postal products of the company to ensure safety and convenience in the process of exploitation and transportation.*

## **17. SAFETY ASSURANCE REQUIREMENTS**

### *17.1 Volume*

- *Volume of postal items is unlimited, in accordance with regulations of SG SAGAWA VIETNAM CO., LTD.*

### *17.2 Packing and wrapping specifications*

- *Packing and wrapping specifications must be implemented in accordance with regulations of SG SAGAWA VIETNAM CO., LTD*

## **18. FREIGHT AND PAYMENT**

*18.1 The sender agrees to pay the Shipping fee between the locations specified on the consignment note / shipping contract or performance of other services by the Company, together with any value added tax within 15 days from the date the Company issued the invoice. The Shipper waives all rights to object to the invoice issued by the Company if he / she does not complain about the invoice in writing within 15 days from the date on the invoice. The freight of the Company is calculated according to the rates applied to the Shipper's shipment based on the current price list of the Company or in the relevant contract. The Company may check the weight and / or volume and / or number of items in the shipment, and if the Company discovers any difference between weight and / or volume and / or the amount of items that have been declared, the Shipper must agree that the weight and / or volume and / or quantity of goods determined by the Company in the shipment may be used for charging purpose of Company. All import taxes, value added tax and other charges applicable to shipments in the receiving country will be paid by the recipient to the Company upon delivery, and if the recipient refuses to pay, the Shipper agrees to pay all such amounts within 15 days from the date the Company notifies the recipient not to pay. The Shipper agrees that the Company may charge interest on all unpaid bills within 15 days from the date on the invoice at the prevailing base rate. The Shipper agrees to pay the reasonable and acceptable fees to the Company in recovering unpaid invoices within 15 days from the date on the invoice.*

*18.2 The Company's current freight table is always provided upon request by any Company office in the country from which the shipment is invoiced. The charge will be actual weight or volume weight of shipment, depending on which weight is greater. The volume weight is calculated according to the volume conversion formula.*

*18.3 Receiving and delivery rate are available on the current price list.*

*18.4 The Company's invoice must be paid in the currency specified in the invoice or in the local currency at the exchange rate provided by the Company.*

*18.5 The Shipper allows the Company to have full right to possess all Shipper's shipments at any time and to allow the Company to sale them and retain the proceeds to pay any of her/ his former debts.*

## **19. LAWS AND JURISDICTION TO RESOLVE DISPUTES**

*19.1 Shipping contract or performance of other services and all related matters shall be governed by the laws of the Socialist Republic of Vietnam.*

*19.2 Disputes between the Company and the Shipper and / or between the Company and / or the Shipper with third parties relating to the Shipping contract or performance of other services and the performance of the Shipping contract or performance other services will be finalized at the Vietnam International Arbitration Center in Ho Chi Minh City, Vietnam.*

*19.3 In case of any terms and conditions are declared to be invalid or not enforceable, such determination shall not affect the other terms of this Transport Agreement and those provisions remain effective.*