



*Excellent Logistics Provider*

## “Regulation and responsibility conditions of transportation”

Of V-serve group company

Transportation service – Warehouse service - Distribution services – Broker services

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### Responsibility regulations

1. “Company” means V-serve logistics company limited, V-serve Alliance transport company limited, and/or V-serve logistics park company limited, V-serve cross border limited including any affiliated company in V-serve group as well as sub-contract, labor, crane, labor-saving equipments which company is employing.
2. Affiliated Companies mean V-serve Alliance Transport Co.,Ltd., V-serve Logistics Park Co.,Ltd. , V-serve Cross Border Ltd., V-serve Southern Co.,Ltd. include other companies that have been proved as a affiliated companies of V-Serve Logistics Co.,Ltd. or owned by the same owner / shareholder.
3. “Customers” mean the owner of goods or the transportation employer, importer-exporter and also mean representative of the owner of goods or the employer who deliver the product as well.
4. “Transportation Vehicle” means trucks that uses for transportation
5. “Limitation of liability amount” from any incidents is specified as follows
  - 5.1 4 Wheels box truck Amount of liability is not more than 500,000 THB
  - 5.2 6 Wheels box truck Amount of liability is not more than 1,000,000 THB
  - 5.3 10 Wheels box truck Amount of liability is not more than 1,000,000 THB
  - 5.4 Trailer truck 18 wheels / Low bed  
Amount of liability is not more than 2,000,000 THB
  - 5.5 Crane / Hiab Amount of liability is not more than 600,000 THB
  - 5.6 Moving Labors Amount of liability is not more than 10,000 THB / Time  
(The cause must be from company labors actions only unless customers give a command to take any actions which cause the damages)
  - 5.7 Artifact and sculptures such as pictures, paintings, statues, antiques and other items that have a similar shape, no matter how much of the price. The amount of liability is not more than 20,000 THB.
  - 5.8 Customs Formality – as per actual damages but not more than 2 times of company services fee.Fee that appears on column B on invoice and tax invoice which refer to customers’ invoices.

5.9 Warehouses – Fire insurance, responsible as per actual damages but not exceed than 10,000 THB/square meter. Damaged cargoes, responsible as per actual damages but not exceed than 30,000 THB/accident of each time including stuffing container services for export to foreign country. Flood, responsible as per actual damages but not exceed than 1,000 THB/square meter and/or per insurance company's conditions.

6. Damages compensation ( as per no. 5) causes must be from the accidents that happen between transportation since the cargoes are loaded up to vehicles until delivery goods at specified destination in delivery order. If customers change the routes without notifying company in advance, company will not be responsible in case of the cargoes are damaged.
7. Damages compensation as actual, as actual price that appears on invoice, not including VAT and not exceed than the value of liability limitation specified by the company (as per no. 5)
8. In case of customers found that the cargoes are damages, customers' staffs shall note on delivery order that how many cargoes are damaged, how did it happen and inform in writing to customer service staffs instantly but no later than the next working day from the date of receiving the cargoes.
9. In case of oversize cargoes and over height more than container (Oversize) and/or require special equipments such as Crane / Hiab for moving. Generally, Thailand road specification is 5.0 meter for the height and 5.0 meter for the width and 22.0 meter for the length. Sometimes company has to have a route survey before offer the services, customers need to spare the times at least 1-2 days.
10. Fragile cargoes that need to be taken care of and need special equipment in transportation and moving, including cargoes that are sensitive to impact force and cargoes that are sensitive to temperature or damage some of parts, will be considered as all parts and/or cargoes that has a similar shapes. It is customers' responsibility to notify in writing on how to take care of these products before handing shipment.
11. Customers must declare weight in documents properly to be accordance with actual cargoes. Company reserves the right not to transport overweight cargoes as per laws. Any mistakes happen, customers must be the ones who are responsible.

12. If transported goods are not packed or stuffed by V-serve, those goods must be packed safely for transportation. In case of pallets, strong materials are required. If it does not accordance as specified, drivers can refuse the services because it may be harmful to cargoes and outsiders.
13. If the cargoes have special appearance, they must have symbols showing, moving and transportation status such as, do not upside down, do not expose to the sun, do not stack, do not get wet, etc.

### **Responsibility exception conditions**

1. Goods and/or illegal objects such as all kinds of harmful drugs, all types of smuggled goods, pirated products or stolen products, obscene / immoral products and other similar products.
2. Dangerous goods/objects, explosive, firearms and ammunition Including weapons of war (According to the relevant laws) except for hazardous substances of 8-9
3. Valued cargoes such as bullion, gold ornament, any kind of valued metal, jewelery, currency, banknotes, bills, bonds, stamps, duty stamps, credit cards, prepaid cards, and other similar products.
4. Live animal products, Medical microbes, the company does not accept for transportation (If customers already know and send work to the company, customer must be responsible.)
5. Various types of document products such as share certificates, debenture certificates, warrant, plans (blueprints), valuable documents, original documents, business documents, program data in the computer system, no matter how they store and any equipment as well as other cargoes that has similar appearance.
6. Company is not responsible for any damages such as late delivery fee, business opportunity cost of continuity from accidents, income loss and profit, market loss, reputation loss, Interruption of business and production lines, Loss of opportunities for using including, various expenses such as crane fees, engineer fees, labor, machine installation and other that is similar.

7. Company is not responsible for any damages from other force majeure such as war, whether it is declared or not, civil war, revolution, overthrow a government, Seizing (Taking Over), suspended or destroy by government agencies or state agency as well as insurrection – protests, civil disorder, sabotage, terrorism, natural disaster, flood, earthquake, storm, flood, fire, and other force majeure.
8. Company would like to inform that V-serve logistics company limited and V-serve Alliance transport company limited and/or V-serve logistics park company limited, V-serve cross border limited including, affiliated company will deny the responsibility in case of customers' insurance company or insurance company that appears on the documents subrogate customers for recourse some part or all of valued cargoes that have damages.
9. Claiming is customers responsibility to send carcass or damaged cargoes to the insurance company which company has bought casualty insurance policy. In case of cargoes are received BOI, must present the documents which show the date of destruction of the carcass to accompany the compensation. Otherwise, company will consider the compensation occurred only 50 percent of actual damages but not exceed than financial amount that set ( As per no.5 )
10. In case of customers or customers' documents identify texts that are not accurate as per cargoes. Company is not responsible for any damages for both civil laws and criminal laws.

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