



# Terms & Conditions (HK)

APPLIES TO  
UDB Logistics Limited

VERSION  
v1.0

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OWNER  
Legal & Compliance (Head of Legal)

GOVERNING LAW  
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## 1. Definitions

- "UDB", "we", "us" means UDB Logistics Limited, Hong Kong SAR.
- "Customer", "you" means the contracting party purchasing services from UDB.
- "Services" include freight forwarding, booking, coordination, handling management, documentation support, and related logistics services.
- "Shipment" means goods tendered for carriage/handling under an air waybill (AWB) or equivalent transport document.
- "Carrier" includes airline(s), ground handlers, terminal operators, warehouse operators, screening/security service providers, and any subcontractors involved in carriage, handling, screening, storage, release, or delivery.
- "Regulated Agent / RA" and related air cargo security terms refer to applicable Hong Kong air cargo security requirements and procedures, where relevant to the Shipment.

## 2. Contracting entity & scope

These Terms apply to services provided or arranged by UDB Logistics Limited unless another UDB contracting entity is expressly stated in the quotation, service order, AWB, or written agreement. If a specific quotation, service order, or written agreement conflicts with these Terms, the specific written agreement prevails to the extent of the conflict.

## 3. Our role (freight forwarder)

Unless explicitly agreed in writing, UDB acts as a freight forwarder, logistics coordinator, Regulated Agent / air cargo security participant where applicable, and arranging party, not as an air carrier. Carriage is performed by the Carrier under the Carrier's transport document (e.g., AWB) and applicable rules.

## 4. Quotations, rates, and charges

- Quotations are based on information provided by Customer and are valid only for the stated period, routing, service scope, and shipment details.
- Charges may change due to carrier surcharges, screening/security, licensed/controlled goods handling, warehouse/temporary holding, regulated cargo / DG handling, terminal fees, reweighing, special handling, rebooking, or other third-party costs.

- Unless agreed otherwise, payment terms are as per invoice and due within the stated period. Late payment may result in suspension of services and recovery costs.

## 5. Documentation & compliance

Customer must provide accurate shipment information, including description, value (if declared), weights/dimensions, export/import data, security status information where applicable, DG/controlled goods information, and any required permits, licences, approvals, or supporting documents. Customer warrants that shipments do not violate applicable laws and do not include prohibited/illegal goods.

## 6. Dangerous Goods (DG) & special commodities

DG and controlled commodities are accepted only by prior arrangement, subject to applicable regulations (including IATA DGR / ICAO Technical Instructions, CAD requirements where applicable), carrier/operator acceptance, and UDB's DG & Lithium Policy (HK). Typical special commodities handled by UDB include consumer electronics, lithium battery shipments (ELI/ELM under applicable rules), and regulated fragrances/perfumes. Other DG classes may be handled on request through qualified partners where applicable. Customer is responsible for correct classification, packing, marking, labeling, and documentation unless UDB expressly agrees in writing to provide those services.

## 7. Sanctions & export control

Customer must comply with applicable sanctions, export control, customs, strategic commodities, and air cargo security laws/requirements and must not request UDB to handle shipments that are prohibited or restricted. Customer is responsible for providing accurate HS codes, technical specifications, licenses/permits, end-use/end-user information, and supporting documents upon request. UDB may hold, refuse, suspend, or terminate services if compliance concerns remain unresolved. [See Trade Compliance \(HK\) for details.](#)

## 8. Cargo insurance (not included unless agreed)

Cargo insurance is not included by default unless expressly agreed in writing for the specific Shipment. If insurance is requested, pricing is quoted case-by-case. Insurance is arranged only upon written confirmation. Any cover is subject to insurer terms and conditions.

Insurance (if purchased) is governed by the [Insurance Overview \(HK\)](#), including COI timing and evidence of cover.

## 9. Limitation of liability (forwarder / arranging party)

- To the extent permitted by applicable law, UDB's liability for loss, damage, delay, or any claim arising from carriage/handling performed by third parties is limited and governed by the applicable Carrier terms, AWB conditions, applicable conventions, mandatory air carriage rules, and/or other rules that apply to the transport document used.
- To the extent permitted by applicable law, UDB is not liable for indirect, consequential, or special damages (including loss of profit, business interruption), even if foreseeable.
- This limitation applies to any claim in contract, tort, negligence, bailment, or otherwise.
- For the avoidance of doubt, any enhanced compensation applies only where a separate signed addendum expressly states so.

Nothing in these Terms excludes or limits liability where such exclusion or limitation is prohibited by mandatory applicable law.

### **9A. Enhanced compensation (High-Value Addendum)**

Enhanced customer compensation may be available only under a separately signed “High-Value Customer Compensation Addendum (HK)” for eligible Shipments. Where such addendum applies, it prevails over Section 9 only to the extent expressly stated in the addendum.

### **9B. Optional Value Protection**

For an additional fee of 1.65% of the declared value (or case-by-case if agreed; minimum fee may apply), UDB may increase its contractual compensation cap for that Shipment to the declared value (or to a stated maximum, as agreed in writing), irrespective of carrier limits. Value Protection applies only where confirmed in writing at booking acceptance and is contractual (not insurance).

### **10. Declared value & special instructions**

Declared value or special handling/temperature/security/DG/Regulated Agent requirements must be agreed in writing before acceptance. Additional charges and carrier limitations may apply.

### **11. Claims (summary)**

Claims must be submitted in accordance with the Claims Procedure (HK) available in the Legal & Compliance Hub, including required notice and documentation deadlines. If a High-Value Customer Compensation Addendum (HK) applies, the claim may be submitted either under the Addendum or under this Claims Procedure (as applicable).

Customer may submit claims solely to UDB. UDB will coordinate any carrier/third-party processes. Customer is not required to submit claims directly to any carrier/handler.

UDB may request customer cooperation where required by mandatory law, carrier/terminal procedures, aviation security requirements, or claim recovery steps.

### **12. Lien / right to retain goods**

UDB and its subcontractors may retain goods and documents as security for amounts due in connection with the Shipment, to the extent permitted by law and applicable carrier/terminal rules.

### **13. Governing law & jurisdiction**

These Terms are governed by the laws of Hong Kong SAR and disputes are subject to the courts of Hong Kong, unless otherwise agreed in writing.

### **14. Updates**

UDB may update these Terms from time to time. The latest version is published in the Legal & Compliance Hub.