

## **BUSINESS TERMS**

1. All and any business undertaken including any advise, instruction or service provided whether gratuitously or not by **STE GLOBAL FREIGHT PTE LTD / M/S STE GLOBAL FREIGHT (M) SDN BHD** (hereinafter called “The Company”) is transacted subject to the Conditions hereinafter set out and each condition shall be deemed be incorporated in and to be a Condition and in any agreement between the Company and its Customers.
2. If any legislation is compulsorily applicable to any business undertaken by the Company these Conditions shall as regards such business be read as subject to such legislation and anything in these conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any of these conditions repugnant to such legislation to any extent such part shall as regards such business be void to that extent but no further.
3. Every variation, cancellation or waiver of these Conditions or any part of them must be in writing, signed by the Managing Director of the Company. Notice is hereby given that no other person has or will be given any authority whatsoever to agree to any variation, cancellation or waiver of these Conditions.
4. Customers entering into transaction of any kind with the Company expressly warrant further that they are either the owners or the authorized agents of the owners of any goods to which the transaction relates and further warrant that they are further authorized to accept and are accepting these Conditions not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the goods.
5. Any instructions or business accepted by the Company may in the absolute discretion of the company be fulfilled by the Company itself, by its own servants performing part or all the relevant services or by the Company employing or instructing or entrusting the goods to its agents or to others on such conditions as such agents or others may stipulate or as the Company deems fit and the Company shall not be responsible for any accidents or for any act, neglect or default howsoever arising whether willful or otherwise or the part of such agents in respect of the goods whether there are carriers by land, sea or air or warehouse keepers or other persons.
6. Subject to express instructions in writing given by the Customer, the Company reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage and transportation of goods. Further if in the opinion of the Company it is any stage necessary or desirable in the Customer’s interest to depart from those instructions, the Company shall be at liberty to do so. The goods may be conveyed or their conveyance so arranged for separately, if and when the Company in their discretion thinks fit as part of a larger package or consignment.
7. While every endeavour will be made to dispatch cargoes to destination by the following day, the Company reserves the right to deliver the cargo on the third day from the collection date if delays were caused by reason beyond the Company’s control.
8. Pending forwarding or delivery, goods may be warehoused or otherwise held at any place or places at the sole discretion of the Company and the cost thereof shall be for the account of the Customer.
9. Customer warrants that all goods have been properly and sufficiently packed and prepared according to any law, regulations and orders of the relevant authorities that the Customer is the legal and beneficial owner of the goods or otherwise authorized to deal with the goods.

10. The customer shall pay to the Company, as and when requested, all brokerages, commissions, allowances and all other remuneration and any out of pocket expenses charged or incurred by the Company and the Company may at any time require prepayment or payment in advance of such brokerages, commissions, allowances and all other remuneration and out of pocket expenses.
11. Any price quoted by the Company in respect of any service to be performed by the Company may be revised or withdrawn at any time with or without notice to the customer in the event of changes occurring in currency exchange rates, rates of freight, insurance premiums or any charges applicable to the goods, notwithstanding acceptance by the Customer at a previously quoted price.
12. If the goods be stopped in transit refused or delivery not taken, the cost of any additional carriage, cartage, storage and or any other consequential service will be charged to and forthwith payable by the Customer.
13. Unless a special arrangement is made as to the rate of carriage the Company shall have the option of charging by value or weight or measurement.
14. The customer shall be deemed to be bound by and to warrant accuracy of all description, values and other particulars furnished to the Company for Customs, Consular and other purposes and the Customer undertakes to indemnify the Company against all losses, damages, expenses and fines whatsoever arising from any inaccuracy or omission even if such inaccuracy or omission is not out of any negligence on the part of the Customer.
15. The Company may at any time require proof of the nature, condition, quantity, weight or value of the goods or any of them notwithstanding any prior declaration by the Customer. In the event the Customer fails to provide such proof within seven (7) days of the notice of demand by the Company, then the Company shall be at liberty to carry out its own measurement and the measurement taken shall then be final and binding on the Customer.
16. The Customer shall be liable for duties, taxes, imposts, levies, deposits or outlays of any kind levied by the authorities at any part or place for or in connection with the goods and for any payments, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith.
17. Custom duties and local taxes and other government charges are additional to the rates quoted for carriage, storage or any other service to be prepared by the Company and unless otherwise stated in writing by the Company, all such duties, tax and charge shall be paid by the Customer on demand.

## **CHARGES**

18. The Customer shall pay to the Company in cash or as agreed all sums immediately unless otherwise agreed without deduction or deferment on account of any claim, counterclaims or set off.
19. When the Company is instructed to collect freight charges, duties or other expenses from the consignee or any other person, the Customer shall remain responsible and be liable to the Company for the same if they are not paid by such consignee or other person immediately when due and the Customer shall indemnify and keep the Company indemnified against all costs, expenses and losses arising thereof.

20. On all amounts due to the Company, the company shall be entitled to interest at the rate of 1.5 percent on a monthly basis from the date the amounts are overdue until full realization thereof.
21. No insurance of any kind in respect of any goods will be effected by the Company. All goods carried stored or otherwise handled by the Company and/or the Company's agents shall at all times to be at the Customer's risk and the Customer shall indemnify and keep in the Company indemnified against all losses incurred or suffered by any person by reason of any goods not being insured or insufficiently insured. Customer is advised to insure their own goods.

#### **GENERAL LIABILITY**

22. Except in so far as otherwise provided in these Conditions, the Company shall not be liable for any loss or damage whatsoever arising from.
  - a. the act or omission of the Customer or Owner or any person acting on their behalf.
  - b. Compliance with the instructions given to the Company by the Customer, Owner or any other person entitled to give them.
  - c. insufficiency of the packing or labelling of the Goods except where such service has been provided by the Company.
  - d. handling, loading, stowage or unloading of the Goods by the Customer or Owner or any person acting on their behalf.
  - e. inherent vice of the Goods
  - f. riots, civil commotions, strikes, lockouts, stoppage or restraint of labour from whatsoever cause or
  - g. any cause which the Company could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.

The Company shall not be liable for loss or damage howsoever caused to property other than the Goods themselves, indirect or consequential loss or damage, loss of profit, delay or deviation.

#### **AMOUNT OF COMPENSATION**

23. Except in so far as otherwise provided in these Conditions, the liability of the Company, in any event for any neglect or default or any other matter or things whatsoever or however arising, and notwithstanding that in respect of all claims other than those subjected to provisions of sub-clause below, whichever is the least of the value of, or RM5.00 per package or a maximum of RM10,000.00 per full truck.
24. In respect of claims for delay where not excluded by the provisions of these Conditions, the amount of the Company's charges for the services in respect of the Goods delayed.
25. The Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery, unless expressly instructed by the Customer in writing. Where there is a choice of rates according to the extent of degree of the liability assumed by carriers, warehouse operators or others, goods will be forwarded with etc at Customer's risk unless express instructions in writing to the contrary have previously been given by the Customer.
26. Perishable goods which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of

without any notice to the Customer and the net proceeds of any sale or disposition may be applied by the Company in its absolute discretion, after deduction of all costs, charges and expenses of such sale or disposition, towards satisfaction of all monies to the Company in respect of the forwarding and/or delivery of such goods and of other services performed or work undertaken by the Company shall stipulate and any balance, after such application and or deduction shall be paid to the Customer or to any other person entitled to the sum.

27. The Company shall be entitled to sell or dispose of all non-perishable goods which in the opinion of the Company cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee or any other reason, upon giving 21 days notice in writing to the Customer. All charges and expenses arising in connection with the storage and sale or disposal of the goods shall be paid by the Customer.
28. Except under special arrangements previously made in writing, the Company will not accept or deal with any noxious, dangerous, hazardous or inflammable or expensive goods or any goods likely to cause damage. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing, he shall be liable for all loss or damage whatsoever caused by or to or any connection with goods however arising and shall indemnify the Company against all penalties, claims, damaged costs and expenses whatsoever arising in connection therewith and the Customer irrevocably authorizes the Company to destroy or otherwise deal with the goods at the sole discretion of the Company or any other person in whose custody they may be at the relevant time.
29. If such goods are accepted under arrangements previously made in writing they may nevertheless be so destroyed or otherwise dealt with on account of risk to other goods, property, life or health. The expression "goods likely to cause damage" includes goods likely to harbor or encourage vermin or other pests.
30. Dangerous goods if accepted by the Company must be accompanied by full and complete declaration of their nature, country of origin, value, specifications, manufacturer and contents, and safety requirements. It must be properly and securely packed according to any law, requirements, order or regulations wherever applicable for the transit.
31. The Company shall not be liable for any act of jettisoning, abandoning, unloading, destroying other dealing or handling with or of the goods or any of them which act in the opinion of the Company is necessary or advisable for the safety or security of any person or property.
32. Company will not accept or deal with button coins, precious stones, jewelries, valuables, antiques, pictures, livestock or plants. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing, the Company is under no liability whatsoever for any connection with any damage or loss to the goods however caused.
33. All Goods and documents received by the Company or its agents shall be held by them subject to a general lien and right of detention for money due to the Company whether in respect of the services rendered or undertaken by the Company of those or other goods or for other charges or costs payable by the Customers, and if the general lien is not satisfied within 28 days of a notice in writing given by the Company to the Customer in the case of perishable goods within a reasonable time of a notice in writing given by the Company shall be entitled to sell or dispose of the Goods or documents by public auction or private treaty or otherwise and the proceeds of sale applied to the satisfaction of the lien and the expenses of sale or disposal, without any liability whatsoever on the part of the Company to the Customer.

34. In addition to and without prejudice to the foregoing Conditions, the Customer undertakes that the Customer shall in any event indemnify the Company against of liabilities whatsoever suffered or incurred by the Company arising directly or indirectly from or in connection with the Customers instructions or their implementation or the goods, and in particular the Customer shall indemnify the Company in respect of any liability whatsoever it may under to any servant, agent or subcontractor or any haulier, carrier, warehousemen or other person whatsoever at any time involved with the goods arising out of any claim made directly or indirectly against the Company by such party or by any under, consignee or owner of that goods or by any person interested in the goods or by any other person whatsoever.
  
35. The agreement between the Company and its Customers shall be governed by Malaysian Law and be within the exclusive jurisdiction of Malaysian Courts.