

# Lee Hoe Transport Pte Ltd

## Terms And Conditions Of Carriage

### DEFINITIONS:

1. In these conditions:
  - (a) Company - refers to the transport/freight forwarding company, forwarding agent and / or its contractors or sub-contractors or drivers who provide any services to the Customer upon and subject to the provisions of the conditions mentioned hereunder;
  - (b) Customer - means any corporation or person at whose request or on whose behalf the Company provides any services;
  - (c) Goods - means the cargoes in relation to which the services are provided by the Company and includes any container, packaging or pallet supplied by or on behalf of the Company;
  - (d) Services - means any business and/or transportation/freight forwarding undertaken or any advice, information or other services provided by the Company;
  - (e) Authority - means a duly constituted legal or administrative person/body acting within its legal powers and exercising jurisdiction within any nation, state, municipality, port or airport;

### CUSTOMER'S WARRANTY ON DESCRIPTIONS AND INSTRUCTIONS

2. All Goods shall be accompanied by an invoice on which shall be correctly stated:
  - (a) the name and address of the Customer or Consignee;
  - (b) all other particulars as the Customs Authority may require including nature of Goods, weight (inclusive of packing), number of parcels, packages, cartons or pallets handed to the Company and properly receipt for. If such particulars are written other than in English, the Company shall not be responsible for any translation thereof;
3. The Customer warrants that the description and particulars of the Goods supplied under condition 2 above are complete, accurate and correct and hereby authorizes the Company to make on its behalf and at the risk of the Customer in respect of Goods so consigned such declaration to the Authority in accordance with the particulars so supplied. The Customer shall undertake to keep the Company safe and harmless from and indemnify the Company in respect of any prosecution, loss, expenditure for legal fees or otherwise or damage arising out of the incorrectness or insufficiency of the particulars so supplied or arising out of any declarations made in reliance upon such particulars;
4. All Goods conveyed are at Customer's risks. The Company is not responsible for the nature, quantities and conditions of the contents or quantity of Goods which are packed and contracted in cases, parcels, bags, pallets, cartons, etc. as long as they are not tampered with;

### CUSTOMER'S WARRANTY ON PACKING AND DANGEROUS GOODS

5. (a) The Customer expressly warrants that:
  - (i) all Goods have been properly and sufficiently packed, prepared, labeled, marked and / or stuffed;
  - (ii) such packing, preparation, labeling, marking(s) and / or stuffing are proper and sufficient for the carriage of the Goods;
  - (iii) the Goods are not Dangerous Goods and are in compliance with any and all applicable laws, orders, rules, regulations or requirements by any Authority;
- (b) The Company shall not be liable for any loss, deterioration or damage to Goods arising out of or in connection with a breach of one or more of the warranties set out in condition 5.(a) above and the Customer shall defend, indemnify and hold harmless the company and its contractors and / or sub-contractors against all penalties, claims, liabilities (whether civil, criminal or otherwise), damages, costs and expenses whatsoever and howsoever arising out of or in connection with or incidental to such breach(es) of warranty;

### LIMITATIONS OF LIABILITIES AND INDEMNITY

6. (a) The Company shall not be liable for any loss or damage whatsoever arising from:
  - (i) the act or omission of the Customer or owner of the Goods or any person acting on their behalf;
  - (ii) compliance with the instructions given to the Company by the Customer or any other person entitled to give them;
  - (iii) insufficiency or improper packaging, storage, labeling/marketing of the Goods or incorrect addressing except where such service has been provided by the Company;
  - (iv) handling, loading, stowage or unloading of the Goods by the Customer or any person acting on its behalf;
  - (v) inherent vice of the Goods;
  - (vi) riots, civil commotion, strikes, fire, theft, hijack, robberies, lockouts, stoppage or restraint of labour from whatsoever cause or any unforeseen encumbrances beyond the control of the Company;
  - (vii) any cause or event which the Company could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence;
  - (viii) Customers not taking or accepting delivery within a reasonable time;
  - (ix) deceived or fraudulent or conspiracy by any person or persons whether related to or not to the Customer;
  - (x) Customers not reporting any loss or damage of Goods upon receipt of such Goods;
  - (xi) delay or detention of Goods or any part thereof by any relevant Authority;
  - (xii) non-compliance of any part of condition 2 hereof;
- (b) The Company shall not in any circumstances, whatsoever and howsoever arising, including any negligence on the part of the Company, its servants and/or agents, be liable for loss or damage howsoever caused to property other than the Goods themselves, indirect or consequential loss or damage, loss of profits, loss of market or the consequences of any delay or deviation;
7. (a) The Customer shall indemnify the Company in respect of any loss, damage or loss of revenue suffered by the Company due to the delay or detention by any Authority of any vehicle used or owned by the Company as a result of overloading or incorrect declaration of weight or incorrect description of the contents of the Goods supplied by the Customer without prejudice to the Company's right against any other persons;
- (b) The Customer shall also indemnify the Company against any claim whether in contracts, torts, or otherwise that may be made directly or indirectly by the Customer or by any other persons whatsoever for any loss or damage to the same or for any consequential losses howsoever arising out of the Customer's involvement in any illegal activities;

### LIEN AND RIGHT OF RECOURSE

8. Goods delivered to or picked up by the Company will be received and held by us subject to:-
  - (a) a general lien and right of detention for all monies due to us whether for carriage of such or other goods or for monies payable by the same Customer;

- (b) and if the general lien be not satisfied within a reasonable time, such Goods will be sold by auction or otherwise at the absolute discretion of the Company and the proceeds of sale applied to the satisfaction of such lien and expenses;

### PAYMENT OF INVOICES AND LATE INTEREST CHARGES

9. Charges, payments etc:
  - (a) The Customer shall pay or reimburse the Company in cash immediately when due for Services rendered and for all duties and taxes prepaid by the Company including outlays of any kind without deduction or deferment on account of any claim, counterclaims or set off;
  - (b) The Customer undertakes to pay or reimburse the Company for any additional duties, taxes or charges imposed or uplifted by any Authority and shall defend, indemnify and hold harmless the Company in respect of all duties, taxes, imposts, levies, deposits and outlays of whatever nature levied by any Authority and for all payments, fines, sots, expenses, loss and damage whatsoever incurred or sustained by the Company in connection therewith;
  - (c) On all amounts due to the Company, the Company shall be entitled to interest at the rate of 1.5 per cent on a monthly basis from the date the amounts are overdue until full realization thereof;
  - (d) The Company's charges for Services rendered together with any reasonable disbursements for the protection of any Goods shall be payable by the Customer without prejudice to the Company's right against any other parties;

### INSURANCE

10. (a) All insurance effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. Unless otherwise agreed in writing, the Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy held by the Company. Should the insurers dispute their liability for any reason whatsoever, the insured shall have recourse against the insurers only, and the Company shall not be under any responsibility or liability whatsoever in relation thereto, notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its Customer. The Company acts solely as agent for the Customer in effecting insurance and does so subject to the limits of liability contained in conditions 11 and 12 herein notwithstanding that loss or damage may be caused by the Company's negligence or default, including any failure to place any insurance or the appropriate insurance;
- (b) If the Customer elects to have a separate insurance coverage for their goods whilst in transit to the final destination, the Customer shall indemnify and keep the Company and its contractors indemnified against all losses, damages, actions, suits, proceedings, claims, demands, costs and expenses whatsoever and howsoever which may be taken or made against the Company and its contractors or incurred or become payable by the Company or its contractors in respect thereof;
- (c) Should there be an insurance policy in force covering the Company's liability or insurance being arranged by and having an excess or deductible in the event of any claim for each and every loss, the Customer will have to bear this excess or deductible unless otherwise agreed in writing;

### RATE OF LIMITATION

11. Except in so far as otherwise provided by these conditions, the liability of the Company howsoever arising and notwithstanding that such liability shall have arisen from the neglect or default of the Company, shall not exceed:
  - (a) in respect of all claims other than those subject to the provisions of condition 12(b) below, the lesser of:
    - (i) the declared value of the Goods lost, damaged, misdirected, undelivered in respect of which a claim arises, or
    - (ii) S\$3.00 per gross kilogram of the said Goods, and shall not exceed S\$50,000.00 in respect of any one claim;
  - (b) 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;
12. For the purpose of condition 11, the value of the Goods:
  - (a) shall be calculated by reference to the invoice value of the Goods (as declared by the Customer) plus freight and insurance if paid; and
  - (b) if there is no invoice value for the Goods, shall be calculated by reference to the value of such Goods at the place and time when they are delivered to the Customer, their assignees or such persons as instructed by the Customer or should have been so delivered. The value of the Goods shall be fixed according to the current market value or if there is no current market value, by reference to the normal value of Goods of the same kind and quality;

### DISCHARGE OF LIABILITY

13. (a) The Company shall be discharged of any liability whatsoever unless:
  - (i) notice of any claim, such notice being a condition precedent to any liability on the part of the Company, is received in writing by the Company within 7 (seven) days after the date specified in condition 13 (b) below; and
  - (ii) a suit is brought in the proper forum within 2 months after the date specified in condition 13 (b) below;
- (b) The date referred to in condition 13(a) above shall:
  - (i) in the case of damage to Goods, the date of delivery of the Goods, and in the case of loss of the Goods, the date the Goods should have been delivered;
  - (ii) in the case of delay or non-delivery of the Goods, the date that the Goods should have been delivered; and
  - (iii) in any other case, the event giving rise to the claim;

### SAFEKEEPING OF DOCUMENTS

14. The Company does not keep copies of customs declaration permits. All relevant customs declaration permits are given to the Customer making payments for the Services rendered. The Customer is solely responsible for the safekeeping of such customs declaration permits;

### JURISDICTION AND GOVERNING LAW

15. The defenses and limits of liability provided for by these conditions shall apply in any action against the Company whether such action be founded in contract or tort or in whatsoever form;
16. These conditions and any claim or dispute arising out of or in connection with the Services of the Company shall be subject to Singapore Law and the exclusive jurisdiction of the Singapore courts;
17. Terms and conditions may change without prior notice.