



# M.A.N. INTERNATIONAL PTE LTD

## STANDARD TRADING CONDITIONS

IN THE ABSENCE OF A SPECIAL CONTRACT CONTAINING SPECIAL CONDITIONS THE FOLLOWING ARE THE ONLY CONDITIONS ON WHICH M.A.N. INTERNATIONAL PTE LTD CONTRACT, CARRY OUT BUSINESS OR OPERATE.

### INTERPRETATION

- |  |  |
|--|--|
| 1. In these conditions "The Company" means | M.A.N. INTERNATIONAL PTE LTD   |
| "Customer or Consignor means               | The person who requests the company to contract or perform any service or operation and includes the owner   |
| "Person" includes                          | A Firm or Company  |
| "Conveyance" includes                      | Lorry, van trailer, railwagon, ships, barge, aircraft and "Convey" means convey or conveyance and includes despatch by post.   |
| "Expenses" includes                        | The Company's charges and disbursements, freight charges, warehouse rent, cost of insurance (if any) and any duty, customs fees or charges, fines, penalties, etc., payable under or by virtue of the Revenue and or Penal Laws of any country in form to or through which the goods go or pass. |

### POSITIONS OF COMPANY

- The Company is a forwarding agent and not a common carrier and does not accept any liability of a common carrier.
- No agents or person employed by the Company other than those expressly authorised in writing by the Company for that purpose shall have any authority to alter, vary or qualify in any way these conditions or any of them.
- The Company reserves the right at its discretion at any time before receiving or collecting or otherwise dealing with any goods or before transporting by conveyance any goods to refuse to receive or collect or convey or deal with the same and without giving any reason therefore.
- A Customer will be presumed unless the contrary is made known to the Company at the time to be owner of or otherwise fully authorised to deal with the goods and in any event shall indemnify the Company against all claims arising from title to the goods paramount to that of the customer.

### COMPANY'S RIGHTS AND POWERS

- The Company in connection with the transportation of the goods and for any part of the transportation journey may use or arrange for the use of any conveyance or conveyances and for such purpose may employ a sub contractor or agent any conveyance owner on such conveyance owner's usual term or on such other terms as may be agreed between the Company and such conveyance owner but entirely without prejudice to the rights powers and immunities which the company enjoy under these conditions in employing any conveyance owner the Company shall act and shall be deemed to act as agent for the customer.
  - The Company may convey or arrange to convey the goods by any route (whether usual or not).
  - The goods may be so conveyed or their conveyance so arranged fort separately, and if and when the Company in their discretion think fit, as part of a larger package or consignment
- The Company may at any time require proof of the nature, condition, quantity, weight or value of the goods or any of the not withstanding any prior declaration by the customer.

### CUSTOMER'S OBLIGATION & LIABILITIES EXPENSES

- Unless otherwise agreed in writing, all goods shall be adequately and securely packed by the Customer and the name and address of the consignee clearly stated.
- In all cases, the Consignor shall remain liable to the Company or all expenses except insofar as same as prepaid without prejudice to any of the Company's rights against the consignee or any other person.
- Dangerous goods, if accepted by the company, must be accompanied by a full declaration of their nature and contents and properly and safely and securely packed for the transit. The Company gives no guarantee that any conveyance owner will accept or deliver such goods.
- The Consignor shall indemnify the Company against all claims or injuries to any property or person caused by special goods or exceptional goods or perishable goods or dangerous goods.
- Subject as aforesaid full written particulars and instructions must be furnished with regard to
  - the goods (eg as to number and types of containers marks, weight and value) and
  - any risk to be insured against amount to be covered

If such particulars in respect of (i) be not furnished or be in any respect, n accurate or not clear, the Company shall be absolved from all responsibility whatsoever for loss or misdelivery of the goods if particulars under (ii) are for furnished or are neither accurate nor clear, the Company shall not be under any responsibility for not insuring or for any incorrect insurance

### COMPANY EXPENSES

- The company may at any time require prepayment of or on account of their expenses.
- If the goods be stopped in transit, refused or delivery not taken, the cost of any additional carriage, cartage, storage and or of any other Consequential service will be charged to and forthwith payable by the Monsignor

### COMPANIES IMMUNITIES AND LIABILITIES

- The Company shall not be under any responsibility whatsoever for any damage, loss delay in delivery, misdelivery or detention (how, when and where caused or arising and when whether caused or arising during or in course of deviation from route) to or of goods unless caused by willful neglect or default or other matter or thing whatsoever or howsoever arising the Company shall not be under any responsibility for any such damage or loss etc., as is last mentioned to any goods beyond the limit specified in condition 19. The Company shall not be liable for any act of jettisoning, abandoning, destroying or otherwise dealing with 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.
- The Company is not liable or responsible in any capacity or manner whatsoever for any loss or damage to the goods whilst the goods are in transit, possession, control or custody of steamship companies, railways, airlines or other carriers or when any loss or damage to the goods is due to Act of God, war, mutiny, seizure, detention, forfeiture by governments, states, rulers, princes, ports authorities or any other body.
- The Company's liability begins from the time of receipt of the goods in the contracted condition and terminates at the time of delivery to other carriers or the consignees. In the event of a claim, the Company is limited to a liability of not exceeding S\$1.00 (One Singapore dollar) per kilo of the gross weight of goods lost or damaged and thereafter to be approved.
- The Company shall be discharged from liability or obligation absolutely upon the delivery of the goods to the consignees or their agents.
- In the event of any dispute as regards the value of each package or unit, it is hereby expressly declared and agreed that the Company shall have the sole right to appoint an adjuster or valuer to decide the value of each package or unit. It is further expressly declared and agreed that the decision of the adjuster or valuer shall be binding on the Customer.

### CLAIMS

- Notwithstanding and without prejudice to conditions 15, 16, 17, 18 and 19, it is a condition precedent of the Company's liability hereunder that any claim must be notified in writing to the Company at its business address now at 158 Kallang Way, #02- 519, Singapore 349245, or wherever situated in such detail as the Company may reasonably require and that such notification must be in the case of claims relating to goods alleged to be damaged be made within seven days after delivering or in the case of claims relating to loss or non delivery be made within thirty days after the due date of delivery.

### RATES

- Rates offered are for the conveyance to all parts of the world goods, consisting of ordinary merchandise, senders are responsible for the payment of any increase in rates, freight, premiums or other charges which may be imposed after the commencement of the transit. Customs duties and local taxes and other government charges are additional to the rates for carriage unless otherwise stated. All rates and charges are payable in Singapore currency unless otherwise stated.
- Unless a special agreement is made as to the rate of carriage the Company shall have the option of charging by value or weight or measurement.

### PAYMENTS

- Customer must pay all bills rendered by the Company promptly within 30 days from the date of bills notwithstanding any enquiries, complaints or disputes on the bills.
- Customer must direct any enquiries on any bills to the Company's Accountant within 15 days of the date of bills failing which it shall be deemed that such bills are correct for all purposes.
- Customer is required to pay an interest charge of 2% per month on all bills which remain unpaid after the currently allowed credit period of 30 days from the date of bills notwithstanding any enquiries, complaints or disputes on the bills. This interest payment does not prejudice the company's right to demand payment for bills exceeding 30 days.
- The Company has the rights to suspend or close the customers credit facilities and demand for immediate settlement for all outstanding amount due to the Company.

### COMPANY'S LIEN

- All goods received for transportation by the Company or its agent 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 forwarding of those or other goods or for other charges or cost payable by the owner of the goods, and the general lien is not satisfied within 14 days from day when expenses become payable, the goods will be sold by auction or otherwise and the proceeds of sale applied to the satisfaction of the lien and expenses.

### INSURANCE

- No Insurance of the goods for any risk shall be effected by the Company without prior written instructions and additional payment for the premium and other charges.

This agreement shall be deemed to be made in Singapore and subject to the laws of Singapore and the jurisdiction of the courts of Singapore.

In the event of a conflict between any of conditions with any statute or law of Singapore, only such conditions to the extent of the inconsistency, but not further shall be null and void.

Nothing in this document or elsewhere shall be deemed to be a waiver or surrender by M.A.N. INTERNATIONAL PTE LTD of their rights, immunities, exemption or limitation of liability or responsibility provided by statute or otherwise, presently or in future.