THE SINGAPORE AIRCARGO AGENTS ASSOCIATION (SAAA) STANDARD TRADING CONDITIONS 2008

DEFINITIONS

1.1 In these Conditions
(a) "Authority" means any duly constituted legal or administrative person or entity acting within its legal powers and exercising jurisdiction within any nation, state, municipality, port or airport including but not limited to the Civil Aviation Authority of Singapore, Immigration & Checkpoints Authority, Land Transport Authority, Maritime and Port Authority of Singapore, Ministry of Home Affairs, Ministry of Transport and Singapore Customs;
(b) "Carriage" means carriage of Goods whether by air, sea, rail or road or a combination thereof, regardless of whether such carriage of Goods occurs within Singapore or otherwise, and all services incidental or ancillary to such carriage of Goods;
(c) "Company" means a member of the Singapore Aircargo Agents Association ("**SAAA**") trading as (name of forwarder);
(d) "Conditions" mean the Singapore Aircargo Agents Association Standard Trading Conditions 2008;
(e) "Consignee" means the person entitled to receive the goods from the Company;
(f) "Container" means any article or device (including without limitation any container, trailer, transportable tank, flat, pallet, railway wagon, packing case or any other article or device used to consolidate goods) used whatsoever for and in connection with the carriage of Goods by land, sea or air, which may carry unique identification numbers and markings, as well as any equipment (including devices which permit its ready handling) forming part thereof or connected thereto;
(g) "Customer" means any person at whose request or on whose behalf the Company provides any Services;
(h) "Dangerous Goods" includes without limitation:
i. articles or substances which are capable of posing significant risk to health, safety or property when transported by air;
ii. dangerous goods as defined in the Maritime and Port Authority of Singapore (Dangerous Goods, Petroleum and Explosives) Regulations 2005 (Cap 170A);
iii. the substances and articles set out in the Third Schedule to the Road Traffic (Expressway Traffic) Rules (Cap. 276);
iv. goods which are or may become of a noxious, dangerous, hazardous, inflammable, explosive or radio-active character or likely to cause damage,
v. goods so packed that they are or may become of a dangerous, inflammable or radio-active character or damaging to itself or other property,
vi. goods likely to harbour or encourage vermin or other pests,
vii. goods which owing to legal, administrative or other prohibitions as to their carriage, discharge or otherwise may be detained or cause any other property or person to be detained;
viii. receptacles which were previously used for the carriage of Dangerous Goods unless such receptacles have been rendered safe; and
ix. goods which are considered to be dangerous or hazardous by any Authority.
(i) "Electronic Data Interchange" means the electronic transfer from computer (or other similar electronic devices) to computer (or other similar electronic devices) of commercial and administrative transactions in substitution for conventional paper-based documents, using an agreed standard or standards to structure the transaction or message data, to facilitate the provision of Services by the Company, including but not limited to Tradexchange and Tradenet;
(j) "Goods" means any cargo in relation to which the Services are provided by the Company and includes any Container or packaging supplied by or on behalf of the Customer and Dangerous Goods where applicable;
(k) "Hague Rules" means the provisions of the International Convention for the unification of certain rules relating to bills of lading signed at Brussels on 25 August 1924;
(l) "Hague-Visby Rules" means the provisions of the International Convention for the unification of certain rules relating to bills of lading signed at Brussels on 25 August 1924, as amended by the Protocol made at Brussels on 23 February 1968;
(m) "ICAO" means the International Civil Aviation Organization;
(n) "IATA" means the International Air Transport Association;
(o) "Montreal Convention" means the Convention for the unification of Certain Rules for International Carriage by Air signed at Montreal on 28 May 1999;
(p) "Owner" means the owners of the Goods (including any packaging, Containers or equipment) to which any business transacted pursuant to these Conditions relates and any other person who is or may become interested in them whether by assignment or otherwise;
(q) "Perishable Goods" means Goods which are time-sensitive in nature or which have perished, deteriorated, or altered, or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to the Company, or third parties, or to contravene any applicable laws, orders, rules, regulations or requirements of any Authority;
(r) "Services" means any business undertaken or any advice, information or services provided by the Company including but not limited to Carriage of Goods and Warehousing;
(s) "Tradenet" means the trade platform designed to support or facilitate Business-to-Government (B2G) transactions and Business-to-Business (B2B) information and document exchanges and presently administered by Crimsonlogic Pte Ltd;
(t) "Tradexchange" means the trade platform designed to support or facilitate Business-to-Government (B2G) transactions and Business-to-Business (B2B) information and document exchanges and presently administered by Crimsonlogic Pte Ltd and hosted at www.tradexchange.gov.sg;
(u) "Warehousing" includes, without limitation:
i. any warehousing or storage of Goods regardless of
(1) whether such warehousing or storage is incidental or ancillary to any Carriage of Goods,
(2) whether such warehousing or storage relates to customs bonded or licensed Goods or otherwise, or
(3) the amount of time such Goods are warehoused or stored,
ii. the provision of any distribution or inventory-related services, and
iii. all services incidental or ancillary to such warehousing or storage or distribution or inventory-related services including but not limited to handling, palletizing, crating, packing, repacking, stuffing, bulk-breaking and consolidation of Goods;
(v) "Warsaw Convention" means the Convention for the unification of certain rules relating to international carriage by air signed at Warsaw on 12 October 1929, or that convention as amended by the Protocol done at the Hague on 28 September 1955, or that convention as amended by the said Protocol and Protocol No. 4 done at Montreal on 25 September 1975, whichever may be applicable.

1.2 Where applicable, words importing the singular includes the plural and vice versa, words importing a gender includes every gender and references to persons include bodies corporate and unincorporated.
1.3 Clause headings are inserted for convenience of reference only and do not form part of these Conditions.
1.4 Any references to statutory provision(s) shall be deemed to refer to those provisions as respectively amended or re-enacted or modified from time to time or any statutory instrument, order, rule or regulation made thereunder or under such amendment or re-enactment or modification.

APPLICATION

2.1 These Conditions shall apply regardless of the mode or modes of transport used.
2.2 Any Service provided by the Company, whether gratuitously or otherwise, shall be subject to these Conditions which are deemed to be incorporated into any agreement or arrangement between the Company and the Customer, and which are also deemed to prevail over any conditions of contract of the Customer.
2.3 In respect of any agreement or arrangement between the Company and its Customer for the provision of any Services that is effected by means of any agreed Electronic Data Interchange, the Company, the Customer and the Owner
(a) agree that valid and enforceable obligations may be created by communication in compliance with the said Electronic Data Interchange, and
(b) expressly waive all rights to object to the validity of a transaction solely on the ground that the communication occurred through the use of the Electronic Data Interchange.
2.4 The Company is not a common carrier and only deals with the Customer subject to these Conditions.
2.5 Every variation, cancellation or waiver of these Conditions or any part thereof must be in writing signed by a director of the Company. Notice is hereby given that no other person, including an agent or employee of the Company, has or will be given any authority whatsoever to agree to any variation, cancellation or waiver of these Conditions.
2.6 If any legislation is compulsorily applicable to any Services:
(a) these Conditions shall as regards such Services be read as subject to such legislation and nothing 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
(b) if any part of these Conditions be repugnant to such legislation, resulting in such part becoming invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining part(s) of these Conditions shall not in any way be affected or impaired.
2.7 Subject to Clause 2.6 above, where an "air waybill" or "waybill" or "bill of lading" or similar document is issued by or on behalf of the Company and provides that the Company contracts as carrier, the provisions set out in such document shall be paramount insofar as such provisions are inconsistent with these Conditions.
2.8 All services are provided by the Company as agents except in one or more of the following circumstances whereby the Company acts as principal:
(a) where the Company performs any Carriage or Warehousing of Goods but only to the extent that the carriage is performed by the Company itself or its servants and the Goods are in the actual custody and control of the Company or its servants; or
(b) to the extent that the Company expressly agrees in writing to act as a principal.
2.9 Without prejudice to the generality of Clause 2.8 above,
(a) The Company acts as an agent where the Company procures the issuance of an air waybill or waybill or bill of lading or other document evidencing a contract of carriage between a person, other than the Company, and the Customer or the Owner, and
(b) The Company acts as an agent when providing Services in respect of or relating to customs requirements, taxes, licenses, consular documents, certificates of origin, inspection, certificates and other services similar or incidental thereto.

CUSTOMER'S WARRANTY ON OWNERSHIP

3.1 The Customer, in entering into transactions of any kind with the Company, expressly warrants that it is either the Owner or the authorised agents of the Owner of the Goods to which the transaction relates and further warrants that they are authorised to accept and are accepting these Conditions not only for themselves but also as agents for and on behalf of the Owner.
3.2 The Customer shall indemnify the Company against all expenses, losses and liabilities whatsoever and howsoever suffered by the Company arising out of or in connection with or due to any breach or breaches of the above warranties, whether or not arising out of the negligence of the Customer.

CUSTOMER'S WARRANTY ON DESCRIPTIONS AND INSTRUCTIONS

4.1 The Customer expressly warrants and shall be deemed to be bound by the accuracy of all descriptions, values and other particulars furnished to the Company and instructions given to the Company for the purposes of these Conditions and the Services to be performed by the Company, including all descriptions, dimensions, weights, values and other particulars relating to the Goods.
4.2 Except where the Company is instructed in writing and the Company agrees in writing, the Company shall not be under any obligation to make any declaration on the Customer's behalf for the purposes of any laws, orders, rules, regulations or requirements.
4.3 The Customer agrees to indemnify the Company against all losses, damages, expenses and fines whatsoever arising from any inaccuracy or omission in the descriptions, values and other particulars furnished to the Company, including the amount of any or any additional expenses incurred or losses suffered by the Company due to short-collection of freight, insurance premia, fuel surcharges or other charges, even if such inaccuracy or omission is not due to any negligence on the part of the Customer.

CUSTOMER'S WARRANTY ON PACKING

5.1 Except where the Company is instructed in writing to pack the Goods and the Company agrees in writing, the Customer expressly warrants that
(a) all Goods have been properly and sufficiently packed, prepared, labelled, marked, stuffed and/or stowed, and
(b) such packing, preparation, labelling, marking(s), stuffing and/or stowage are proper and sufficient for the Carriage or Warehousing of the Goods.
5.2 The Customer expressly warrants that
(a) the Goods are not Dangerous Goods (subject to Clauses 7.1 to 7.5 below),
(b) it has complied with any and all applicable laws, orders, rules, regulations or requirements of any Authority and/or with the requirements of any harbour, dock, airport, railway, shipping, customs, warehouse or other authority or corporation and/or otherwise relating to the nature, condition, packing, preparation, labelling, marking(s), storage, stowage, Carriage and/or Warehousing of the Goods including making the necessary declarations to the relevant Authority or other parties as aforesaid, and
(c) it will inform the Company immediately if at any point in time there is any non-compliance or possible non-compliance with the aforesaid laws, orders, rules, regulations or requirements.
5.3 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 Clauses 5.1 and 5.2 above and the Customer shall defend, indemnify and hold harmless the Company 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.
5.4 In the event the Company is required to pack the Goods, the expenses and charges of the Company in complying with the laws, orders, rules, regulations or requirements as set out in Clause 5.2 above (where applicable) shall be paid by the Customer and the Customer shall provide the Company with all such assistance, information and documents as may be necessary to enable the Company to comply with such laws, orders, rules, regulations or requirements.

CUSTOMER'S WARRANTY ON LOADING

6.1 Where the Goods are contained in or on a Container, then, save where the Company has provided or procured the Container, the Customer warrants:
(a) that the Goods are suitable for Carriage and Warehousing in or on the Container;
(b) that the Container is in a suitable condition to and fit for the purpose of the Carriage or Warehousing of the Goods so loaded (save to such extent that the Company has approved the suitability of the Container); and
(c) where the Goods are loaded in or on the Container by the Customer, that the Container has been properly and competently loaded.
6.2 The Customer shall indemnify the Company from any loss the Company suffers as a result of the use of such Container or breach of the warranty at Clause 6.1 above.

DANGEROUS GOODS

7.1 Unless otherwise previously agreed in writing between the Customer and the Company, the Company will not accept or handle or deal with any Dangerous Goods and the Customer warrants that the Goods are not Dangerous Goods.
7.2 Should the Customer nevertheless deliver any such Dangerous Goods to the Company or cause the Company to accept or handle or deal with any such Dangerous Goods in breach of Clause 7.1 above, the Company shall not be liable for any loss or damage whatsoever and howsoever caused by or to the Dangerous Goods and
(a) the Customer shall be liable for all such loss or damage and shall defend, indemnify and hold harmless the Company 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 loss or damage; and
(b) the Dangerous Goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time, without notice to the Customer and the Customer shall defend, indemnify and hold harmless the Company against all loss, damage, liability and expense arising therefrom.
7.3 If the Company agrees in writing to accept Dangerous Goods and subsequently, in the sole opinion of the Company,
(a) they are deemed to constitute a risk to other Goods, property, life or health, or
(b) owing to legal, administrative or other prohibitions whether as to their carriage, discharge or otherwise they may be detained or cause any other property or person to be detained,
the Dangerous Goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time, without notice to the Customer and the Customer shall defend, indemnify and hold harmless the Company against all loss, damage, liability and expense arising therefrom.
7.4 If Dangerous Goods are accepted by the Company,
(a) they must be accompanied by a full declaration of their nature, particulars, contents and danger to which they give rise;
(b) they must be delivered to the Company in full compliance with any laws, orders, rules, regulations and other requirements which may be mandatory, including but not limited to
i. the requirements of or under the Air Navigation Act (Cap 6), Air Navigation Order (Cap 6, Order 2), Carriage by Air Act (Cap 32A), Carriage of Goods by Sea Act (Cap 33), Carriage by Air (Montreal Convention, 1999) Act 2007 or Maritime and Port Authority Act (Cap 170A), if applicable,
ii. the requirements of any Authority,
iii. the current edition of the IATA Dangerous Goods Regulations/ Technical Instructions for the Safe Transport of Dangerous Goods by Air issued by ICAO, or
iv. the form appropriate to the danger involved as required by the current edition of the IATA Dangerous Goods Regulations/ICAO Technical Instructions for the time being in force, properly completed in duplicate and signed by the Customer,
(c) they must be properly and safely and securely packed for the Carriage or Warehousing and the Container must be properly and clearly marked and labelled so as to indicate the danger;
(d) the Customer shall in any case comply with all laws, orders, rules, regulations and other requirements which are mandatory according to national laws or by reason of International Conventions or pursuant to the requirements of any Authority, relating to the Carriage or Warehousing of goods of a dangerous nature; and shall defend, indemnify and hold harmless the Company against any and all loss, damage, liability suffered or expense incurred by the Company arising from any non-compliance with such laws, orders, rules, regulations and other requirements;
(e) the Customer shall in any case inform the Company in writing of the exact nature of the danger, before the Dangerous Goods are accepted by the Company and indicate to the Company, if need be, the precautions to be taken;
(f) The Company makes no representation or guarantee whatsoever that any conveyance owner will accept or deliver such Dangerous Goods; and
(g) If the Customer fails to comply with Clauses 5.1, 5.2 or 7.4 (a) to (e) above such that the Company is unaware of or unable to ascertain the nature of the Dangerous Goods or the necessary precautions to be taken or if, at any time, the Dangerous Goods are deemed to be hazardous to life or property, they may at any place be unloaded, destroyed, rendered harmless or otherwise dealt with, as circumstances may require, at the sole discretion of the Company or any other person in whose custody they may be at the relevant time, without notice or compensation to the Customer. In such an event, the Customer shall indemnify the Company against any and all loss, damage, liability or expense arising therefrom.
7.5 The Company shall not be liable to the Customer, Consignee or Owner for any act of jettisoning, abandoning, unloading, destroying or otherwise dealing with the Dangerous Goods or any of them which act, in the opinion of the Company or of any other person in whose custody the goods may be at the relevant time, is necessary or advisable for the safety or security of any person or property.

GOODS THAT REQUIRE SPECIAL HANDLING

8.1 Unless otherwise previously agreed in writing between the Customer and the Company, the Company will not accept or handle or deal with any Goods that require special handling relating to their Carriage, Warehousing, or security, including but not limited to bullion, bank notes, coins, travellers cheques, drafts, credit and charge cards, precious metals, precious stones, jewellery, valuables, antiques, works of art, paintings, pictures, sculptures, glass, china, documents entitling the holder to receive cash, goods or services, accounts, bills, deeds, evidence of debt, computer data on any media, bonds, negotiable instruments or securities of any kind, human remains, livestock, pets or plants.
8.2 Should the Customer nevertheless deliver any such Goods to the Company or cause the Company to accept or handle or deal with any such Goods otherwise than under a prior agreement in writing, such Goods shall be handled or dealt with by the Company solely at the Customer's risk and the Company shall be under no liability whatsoever for or in connection with the Goods however arising, including but not limited to negligence.

FAILURE OF CUSTOMER TO TAKE DELIVERY OF GOODS

9.1 Should the Customer, Consignee or Owner of the Goods fail to take delivery at the appointed time and place when and where the Company is entitled to deliver, the Company shall be entitled to store the Goods, or any part thereof, at the sole risk of the Customer or Consignee or Owner, whereupon the Company's liability in respect of the Goods, or that part thereof, stored as aforesaid, shall wholly cease. The Company's liability, if any, in relation to such storage, shall be governed by these Conditions. All costs incurred by the Company as a result of such failure by the Customer, Consignee or Owner to take delivery shall be deemed as freight earned, and such costs shall, upon demand, be paid by the Customer forthwith.
9.2 Without prejudice to Clause 20.5 below, Perishable Goods which are not collected immediately upon arrival by the Customer, Consignee or Owner or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of by the Company without any notice to the Customer and payment or tender of the net proceeds of any such sale to the Customer, Consignee or Owner after deduction of any and all charges and expenses arising in connection with the storage or sale or disposal of such Goods or in connection with any effort undertaken to preserve or save the Goods shall be equivalent to delivery.
9.3 Without prejudice to Clause 20.4 below, the Company shall be entitled to sell or dispose of all non-perishable Goods which in the opinion of the Company cannot be delivered for any reason, upon expiry of twenty-one (21) days after notice in writing is sent to the Customer. Any and all charges and expenses arising in connection with the storage or sale or disposal of such Goods shall be paid by the Customer.
9.4 In the event that sale proceeds are insufficient to cover all charges and expenses arising in connection with any sale or disposal of such Goods, or there is no sale, the Customer shall remain liable for such deficiency which shall be due and payable forthwith.

PERFORMANCE BY COMPANY'S AGENTS OR SERVANTS

10.1 The Services may in the absolute discretion of the Company be fulfilled by the Company itself by its own servants or agents performing part or all of the Services or by the Company employing or instructing or entrusting the Goods to others on such conditions as the Company and such others may agree to perform part or all of the Services, but entirely without prejudice to the rights, powers or immunities which the Company enjoys under these Conditions.
10.2 The Customer expressly agrees that
(a) no servant, agent or other person (including any independent contractors and sub-contractors and their respective servants or agents) shall in any circumstances be under any liability to the Customer, Consignee or Owner for any loss or damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment or as agent of the Company or otherwise; and
(b) Without prejudice, the generality of the foregoing every exemption, limitation, condition and liberty contained in these Conditions and every right, exemption from liability, defence and immunity applicable to the Company shall also be available and shall extend to protect every such servant, agent or other person (including any independent contractors and sub-contractors and their respective servants or agents) and for the purpose of this Clause 10, the Company is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such servants, agents or other persons (including any independent contractors and sub-contractors and their respective servants or agents) and all such persons shall to this extent be or deemed to be parties to the contract between the Company or its principal, as the case may be, and the Customer.

COMPANY'S AUTHORITY

11.1 Pursuant to Clause 10 above the Company is entitled, and the Customer hereby expressly authorises the Company,
(a) to select and engage any person on behalf of the Customer as an agent for and on behalf of the Customer, and
(b) to enter into all and any contract as agents for and on behalf of the Customer with any person for the performance of part or all of the Services as may be necessary or desirable to fulfil the Customer's instructions, and whether such contracts are subject to the trading conditions of the parties with whom such contracts are made, or otherwise.
11.2 The Company may but is not obliged to depart from the Customer's instructions in any respect if in the opinion of the Company it is necessary or desirable to do so in the Customer's interests or it is otherwise expedient to do so.

DISCRETION OF COMPANY IN DISCHARGE OF DUTIES

12.1 Subject to express instructions in writing given by the Customer and the acceptance of these instructions in writing by the Company, the Company reserves to itself absolute discretion as to the means, route and procedure to be followed in the Carriage or Warehousing of the Goods or performance of the Services.
12.2 If in the opinion of the Company it is at any stage necessary or desirable in the Customer's interest to depart from those instructions, the Company shall be at liberty to do so and the Customer hereby authorises such departure.
12.3 Any departure from these Conditions, or express instructions or the normal handling of the Goods, is done at the sole risk of the Customer, Owner and/or Consignee.
12.4 The Goods may be so Carried or Warehoused, or their Carriage or Warehousing so arranged for separately, if any when the Company in its sole discretion thinks fit as part of a larger package or consignment or lot.

WAREHOUSING AND DISTRIBUTION

13. The Goods (or any part thereof) may be Warehoused or otherwise held at or transferred to and from any place or places at the sole discretion of the Company and the cost thereof shall be for the account of the Customer and at the Customer's sole risk and the Customer shall defend, indemnify and hold harmless the Company against any and all loss, damage, liability suffered or expense incurred arising from or in relation to such Warehousing.

INSURANCE

14.1 No insurance upon the goods will be effected by the Company except upon express instructions given in writing by the Customer and accepted in writing by the Company and all insurances effected by the Company are subject to the policy conditions, exceptions exclusions of the insurance company or underwriters taking the risk.
14.2 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 pursuant to any open or general policy held by the Company.
14.3 Insofar as the Company agrees to arrange insurance upon express instructions given in writing by the Customer and accepted in writing by the Company, the Company acts solely as agent for the Customer in using its best endeavours to arrange such insurance on the Customer's behalf, subject at all times to Clause 23 of these Conditions. The Company shall effect such insurance solely at the Customer's expense and such insurance will only be arranged upon the Company receiving a declaration as to the value of the Goods prior to receipt of the Goods by the Company.
14.4 When the Company acts solely as agent for the Customer in effecting insurance and does so subject to the limits of liability contained in Clauses 21 and 22 of these Conditions, 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.
14.5 The Customer agrees and confirms on behalf of itself and the insured party that should the insurers dispute their liability for any reason whatsoever, the Customer and/or the insured party 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 premia upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its Customer.

QUOTATIONS

15.1 All quotations given by the Company are on the basis of immediate acceptance and in any event within twenty-four (24) hours of the time the quotation is issued by the Company, and are subject to withdrawals or revisions by the Company prior to acceptance by the Customer.
15.2 Unless otherwise agreed in writing the Company shall, after acceptance, be at liberty to revise quotations or charges without notice in the event of changes to any charges applicable to the Services or the Goods including but not limited to currency exchange rates, rates of freight, insurance premia, fuel surcharges or other charges imposed by any party and any or any additional charges applied by third parties for which the Company is liable to pay.
15.3 If the Goods are stopped in transit, refused by any person or delivery is not taken, the cost of any additional Carriage, Warehousing or any other consequential service will be charged to and payable forthwith by the Customer.
15.4 The Customer expressly agrees to pay and to defend, indemnify and hold harmless the Company against any and all such additional charges referred to in Clause 15.2 and 15.3 above.
15.5 Unless otherwise previously agreed in writing between the Customer and the Company,
(a) the Company shall have the option of charging the Customer for the Services by reference to the value or weight or dimensions of the Goods or a combination thereof, and
(b) the Company may require prepayment from the Customer of or on account of their expenses.

PAYMENT OF INVOICES AND LATE INTEREST CHARGE

16.1 The Customer shall pay the Company, for the Services in such manner as the Company may agree, all sums immediately when due without any deduction or deferment on account of any claim, counterclaim or set-off, and the Customer agrees to waive the right of set-off, if any, against the Company.
16.2 All invoices are to be paid in full and in accordance to the payment terms stipulated therein. Unless otherwise expressly agreed in writing, all invoices rendered by the Company are payable on the invoice date.
16.3 Each invoice shall be deemed to be severable and payable on due date notwithstanding that there may be a dispute in any one or several invoices.
16.4 On all amounts overdue to the Company, the Customer shall pay to the Company interest, calculated from the date each amount is overdue until payment thereof, at the rate of 2% (two percent) per month or part thereof, unless otherwise expressly agreed in writing.
16.5 Notwithstanding and without prejudice to Clause 16.4 above, in the event that the Customer fails to pay any sum due for payment to the Company and such sum remains unpaid for a period of five (5) working days from the due date, the Company shall be at liberty, at any time thereafter by written notice to the Customer, declare that:
(a) all credit terms in respect of all or any part of the Services rendered by the Company to the Customer shall immediately be cancelled; and
(b) all sums payable by the Customer to the Company in respect of all or any part of the Services rendered by the Company then remaining unpaid shall fall due and become immediately payable;
upon which all such credit terms shall be cancelled and all sums payable shall become immediately due and payable.
16.6 Any dispute as to the amount of or accuracy of any invoice issued by the Company shall be raised by the Customer within 30 days from the date of the invoice, failing which the Customer is deemed to have conclusively accepted that the amount stated in the invoice is complete and accurate.

PAYMENT OF BROKERAGE AND COMMISSIONS

17. The Company is entitled to retain and be paid all brokerages, commissions, allowances, and other remunerations customarily retained by, or paid to, freight forwarders.

LIABILITY FOR FREIGHT, CHARGES, TAXES AND LEVIES

18.1 The Customer shall be liable for all duties, taxes, imposts, levies, deposits, customs and other government charges or outlays of any kind levied by any Authority for or in connection with the Goods and for all payments, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith.
18.2 Customs, duties and taxes and other government charges are in addition to the rates quoted by the Company unless otherwise stated.
18.3 Despite the acceptance by the Company of any instructions from the Customer to collect freight, ratings, premia, surcharges, charges, duties, taxes, imposts, levies, deposits, customs and other government charges or outlays of any kind levied by any Authority for or in connection with the Goods from the Consignee, Owner or any other person, and, in the absence of payment (for whatever reason) by such Consignee, Owner or other person, the Customer shall remain responsible for such freight, ratings, premia, surcharges, charges, duties, taxes, imposts, levies, deposits, customs and other government charges or outlays and the Customer shall defend, indemnify and hold harmless the Company against any and all loss, damage, liability suffered or expense incurred arising from or in relation to such freight, ratings, premia, surcharges, charges, duties, taxes, imposts, levies, deposits, customs and other government charges or outlays.

NO LIABILITY IN ABSENCE OF CUSTOMERS' EXPRESS WRITTEN INSTRUCTIONS

19.1 The Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract or requirement of any Authority 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 and accepted in writing by the Company.
19.2 Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, Goods will be forwarded, or deal with, at Customer's risk or at the lowest rate with the lowest extent or degree of liability, and no declaration of value (where optional) will be made, unless express instructions to the contrary have previously been given by the Customer in writing and agreed to by the Company in writing.

LIEN AND RIGHTS OF RECOURSE

20.1 The Company shall have the right to sums to be paid by the Customer under these Conditions not only against or from the Customer but also if it thinks fit against or from the shipper and/or sender and/or Consignee and/or Owner of the Goods.
20.2 When Goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the Consignee or any other person the Customer shall remain liable to pay the same and shall forthwith pay for the same or any balance thereof plus any interest if the Company is not paid or not fully paid by such Consignee or other person immediately when due notwithstanding any claim, counterclaim or set-off.
20.3 Without prejudice to the generality of the foregoing, this provision shall apply if inter alia the Goods are refused by the Consignee or confiscated by the customs or other Authority or for any reason it is in the opinion of the Company impossible to arrange for the delivery of the Goods.
20.4 All Goods (and documents relating to Goods) in the possession, custody and control of the Company shall be subject to a particular and general lien and right of detention for monies due at any time either in respect of such Goods, or for any particular or general balance or other monies due from the Customer or the shipper, sender, Consignee or Owner to the Company at any time, including storage fees and the cost of recovering the same. If any monies due to the Company are not paid within one (1) calendar month after notice has been given to the Customer or the shipper, sender, Consignee or Owner, as the case may be, that such Goods have been detained, the Goods may be sold by auction or otherwise at the sole discretion of the Company and at the expense of the Customer or the shipper, sender, Consignee or Owner, as the case may be, and the net proceeds applied in or towards satisfaction of such indebtedness and all charges and expenses of the detention and sale.
20.5 When the Goods are liable to perish or deteriorate, the Company's right to sell or dispose of the Goods shall arise immediately upon any sum becoming due to the Company, subject only to the Company taking such steps as it deems fit to bring to the Customer's attention its intention of selling or disposing of the Goods before doing so.
20.6 The Company shall account for the surplus, if any, of the monies arising from the sale and such of the Goods as remain unsold to the person entitled in the opinion of the Company thereto.

LIMITATION OF LIABILITIES

21.1 The Company shall only be liable for any loss of or damage to the Goods if it is proved that the loss or damage occurred whilst the Goods are physically in the custody or possession of the Company its servants or agents and that such loss or damage was due to the wilful neglect or default of the Company or its servants or agents acting within the scope of their employment.
21.2 The Company shall not be liable for any loss or damage whatsoever and howsoever arising from:
(a) any 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) insufficient or defective preparation, packing, storage, labelling or marking 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) fire, water, storm, explosion or theft, whether caused by negligence of the Company's servants or otherwise;
(f) inherent defect, quality or vice of the Goods;
(g) acts of war or armed conflict;
(h) riots, civil commotion, strikes, lockouts, stoppage or restrain of labour from whatsoever cause;
(i) acts of any Authority carried out in connection with the entry, exit or transit of the Goods;
(j) any cause or event which the Company could not reasonably avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence;
(k) any act or omission of the Company the consequences of which it could not reasonably have foreseen; or
(l) any cause or event or act or omission where the Carriage or Warehousing of Goods is not performed by the Company itself or its servants or the Goods are not in the actual custody and control of the Company or its servants.
21.3 Except under special arrangements previously made in writing by an officer of the Company so authorised, the Company accepts no responsibility with regard to any failure to adhere to agreed departure or arrival dates of Goods.
21.4 Save as aforesaid the Company shall be under no liability whatsoever however arising, and whether in respect of or in connection with any Goods or Service or otherwise.
21.5 Further and without prejudice to the generality of the preceding sub-Clauses or otherwise, the Company shall not be under any liability whatsoever and however arising, including without limitation any negligence on the part of the Company, its servants and/or agents, nor shall the Company be under any liability for loss or damage howsoever caused to property other than the Goods, indirect or consequential loss or damage, loss of profits, loss of market or the consequences of any delay or deviation.

RATE OF LIMITATION

22.1 If the Warsaw Convention (whether amended or unamended), the Montreal Convention, the Hague Rules, the Hague Visby Rules, or any other international convention is compulsorily applicable, the relevant limitation amounts set out therein will apply. In all other cases the limitation amounts set out herein will apply.
22.2 Without prejudice to any of the other Clauses contained in these Conditions, the liability of the Company howsoever arising and notwithstanding that such liability may have arisen from the neglect or default of the Company, including but not limited to negligence in the performance of the Services or in relation to the Goods howsoever arising (notwithstanding that the cause of the liability be unexplained), for any loss, damage, misdirection, misdelivery, non-delivery, mishandling, delay, deviation, failure to monitor the Goods, errors and/or omissions, shall not in any event exceed:
(a) the value of the Goods,
(b) S$5.00 per gross kilogram of the said Goods, or
(c) in respect of claims for delay not excluded by these Conditions, the amount of the Company's charges for the services in respect of the Goods delayed,
whichever is lower, and the liability of the Company shall not in any event whatsoever exceed S$100,000.00 in respect of any one claim; and in the case of an error and/or omission, or a series of errors and/or omissions which are repetitions of or represent the continuation of an original error, the error and/or omission.
22.3 For the purposes of Clauses 22.1 and 22.2 above, the value of the Goods:
(a) shall be calculated by reference to the declared value of the Goods plus freight and insurance if paid, save that where the declared value of the Goods is higher than the invoice value, the invoice value shall be used; 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 were delivered or to be delivered to the Customer or Owner, their assignees or such persons as instructed by the Customer.
22.4 The foregoing shall not preclude the Company from agreeing to assume a higher degree or limit of liability provided that the Company has agreed to such higher degree or limit of liability in writing and the applicable or additional charges, if any, are agreed to and paid by the Customer in accordance with the terms of such agreement.

PROCEDURE FOR CLAIM

23.1 If the Warsaw Convention (whether amended or unamended), the Montreal Convention, the Hague Rules, the Hague Visby Rules or any other international convention is compulsorily applicable, the relevant limitation period set out therein will apply. In all other cases the provisions of this Clause 23 will apply.
23.2 The Company shall be discharged of any liability whatsoever unless written notice of any claim, such written notice being a condition precedent to any liability on the part of the Company, is received in writing by the Company within 14 days after the date specified in 23.4 below.
23.3 Notwithstanding Clause 23.2 above, the Company shall in any event be discharged of any liability whatsoever and however arising, including without limitation any negligence on the part of the Company, its servants and/or agents, nor shall the Company be under any liability for loss or damage howsoever caused to property other than the Goods, indirect or consequential loss or damage, loss of profits, loss of market or the consequences of any delay or deviation, unless suit be brought within 9 months from the date specified in Clause 23.4 below.
23.4 The date referred to in Clauses 23.2 and 23.3 above shall be:
(a) in the case of damage to Goods, the date of delivery of the Goods;
(b) in the case of delay or loss of or non-delivery of the Goods, the date the Goods should have been delivered; and
(c) in any other case, the event giving rise to the claim.

WAIVER

24. Any waiver by the Company of any default or right under these Conditions shall not be deemed to be a waiver by the Company of any prior, subsequent or continuing default or rights of a like or similar nature, nor shall any delay or omission on the part of the Company to exercise or avail itself of any right power or privilege that it has or may have operate as a waiver of any breach or default by the Customer.

INDEMNITY

25.1 The Customer undertakes that no claims shall be made against any director, servant, employee or contractor (including direct and indirect sub-contractors and their respective servants or agents) of the Company which imposes or seek to impose upon them any liability whatsoever in any circumstances whatsoever in connection with any Services undertaken by the Company.
25.2 The Customer further agrees that if any such claim is nonetheless made by any party, that the Customer will indemnify the Company and the said director, servant, employee or contractor (including direct and indirect sub-contractors and their respective servants or agents) against all consequences thereof.
25.3 In addition to and without prejudice to the these Conditions, the Customer undertakes that it shall in any event indemnify and hold the Company harmless against any and all liabilities whatsoever, including but not limited to:
(a) any and all liability, loss, damage, costs and expenses whatsoever including without prejudice to the generality of the foregoing, all duties, taxes, imports, levies, deposits and outlays of whatsoever nature levied by any Authority in relation to the Goods arising out of the Company acting in accordance with the Customer's instructions or in the performance of the Services or arising from any breach by the Customer of any warranty contained in these Conditions or in relation to Dangerous Goods, or from the negligence of the Customer;
(b) any and all penalties imposed by any Authority, suffered or incurred by the Company and arising directly or indirectly from or in connection with the Customer's instructions;
(c) any and all liability assumed or incurred by the Company when by reason of carrying out the Customer's instructions of the Company has reasonably become liable or may become liable to any other party;
(d) any and all liability whatsoever the Company may be under to any servant, agent or sub-contractor 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 any such party by the Customer or by any sender, consignee or owner of the Goods or by any person interested in the goods or by any other person whatsoever; and
(e) any claims of a general average nature which may be made on the Company.

NOTICES

26. Without prejudice to any other agreement or arrangement between the Company and the Customer or Owner relating to communications by means of Electronic Data Interchange, any written notice given by the Company if served by post, facsimile transmission or email shall be deemed to have been received on the day immediately after the day on which it was posted to the address of the Customer last known to the Company, the time of transmission to the facsimile number of the Customer last known to the Company, or the time of transmission to the email address of the Customer last known to the Company, whether or not such notice is in fact received by the Customer.

GENERAL AVERAGE

27. The Customer shall defend, indemnify and hold harmless the Company in respect of any General Average or any claims of a General Average nature which may be made on the Company and the Customer shall promptly provide such security as may be required by the Company in this connection to the Company, or to any other party designated by the Company, in a form acceptable to the Company.

SEVERABILITY

28. If any provision of these Conditions be declared void invalid or unenforceable by any court of law, the remaining provisions of these Conditions shall to the extent permitted by such declaration remain in full force and effect as though the void invalid or unenforceable provisions were never a provision of these Conditions.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

29. Nothing herein shall be considered or construed as conferring any right or benefit on any person not a party to any agreement between the Company and the Customer, nor is it intended that any term herein should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act (Cap 53B) or otherwise, by any person who is not a party to the said agreement or agreements, save as provided in these Conditions.

JURISDICTION AND GOVERNING LAW

30.1 These Conditions and any Services performed or to be performed by the Company shall be governed by and construed in accordance with Singapore law.
30.2 Any and all disputes, claims or differences arising out of or in connection with the Services or these Conditions shall be subject to the exclusive jurisdiction of the Singapore courts.