THE SINGAPORE AIRCARGO AGENTS ASSOCIATION
SUMMARY OF STANDARD TRADING CONDITIONS

1.   <u>**Application and Status**</u>

These conditions apply to all Services regardless of transport mode, and prevail over customer T&Cs. The Company (being a member of SAAA) is not a common carrier and deals only on these Conditions. Any variation must be in writing and signed by a director. If a carrier document issued by the Company names it carrier, that document prevails to the extent inconsistent with these conditions. All services are provided by the Company as agent, except where the Company itself performs carriage/warehousing or expressly agrees to act as principal.

2.   <u>**Customer Compliance and Termination**</u>

Customers warrant compliance with AML and anti-bribery laws, sanctions, and export control regulations, and to maintain policies and procedures to ensure and enforce compliance. Customers warrant to record breaches and cooperate with the Company, and reasonable belief of breach allows the Company to terminate agreements immediately and without liability. The Company has robust recourse in the form of broad indemnity for breach.

3.   <u>**Warranties on Accuracy**</u>

Customers are strictly responsible for and bound by accuracy of descriptions, values and instructions, and indemnifies the Company for inaccuracies, thereby protecting and advancing the Company's interests. Packing, marking, stowage, and legal compliance are the customer's responsibility unless the Company is engaged to pack. In any case, the Company has wide indemnities and debt/set-off rights. Unless the Company provided or procured containers, container suitability and competent loading is warranted by the customer.

4.   <u>**Dangerous Goods and Special Handling**</u>

No dangerous goods will be accepted without prior written agreement; if deliveries are made in breach thereof, the Company may destroy or deal with such goods without notice or liability, and the customer fully indemnifies. Similar exclusions apply for goods requiring special handling. Such goods are handled entirely at the customer's risk absent prior written agreement, and the Company is protected by broad indemnities.

5.   <u>**Failure To Take Delivery**</u>

If a customer, consignee or owner fails to take delivery, the Company may store the relevant goods at that party's sole risk and cost. For perishables, sale or disposal may be effected without notice, and for non-perishables, sale or disposal is permitted upon the expiry of 21 days after provision of written notice.

6. **Sub-Contracting and Liability**

Services may be performed by servants, agents, sub-contractors of the Company, and such persons/entities shall have no liability to the customer. The Company may select contractors and enter contracts as an agent (solely for this purpose). The Company has wide discretion including on means and procedure of performance, including departures from instructions if reasonably in the customer's interests, at the customer's risk.

7. **Warehousing and Insurance**

Warehousing and/or transfer is at the Company's discretion but at the customer's sole risk and cost with broad indemnities. The Company does not insure unless expressly instructed and accepted in writing, and then only as agent, subject to policy terms. The customer's recourse is against insurers and the Company's insurance-placement liability remains subject to the stated limits.

8. **Lien, Detention and Sale**

The Company has a general and particular lien or right of detention over all goods/documents for any monies due by the customer, shipper, sender, consignee, and/or owner. If amounts remain unpaid one month after detention notice issued, the Company may sell by auction or otherwise. Perishables may be sold immediately once any sum is due, with prior steps to notify. Note that surplus should be accounted to the entitled person.

9. **Framework for Liability**

The Company is only liable where loss/damage occurs while goods are in its custody/possession and is caused solely and directly by its own wilful neglect or default. Extensive exclusions include customers' acts, packing/marking, handling, fire, water, theft, inherent vice, war, strikes, governmental acts, events not reasonably avoidable/foreseeable, custody by a party other than the Company, force majeure, schedule adherence, and cyber-events, absent the Company's gross negligence.

10. **Limitation of Liability**

Where international conventions are compulsorily applicable, their limits apply, otherwise, the lower of (a) value of the goods (b) S$5 per gross kg, or (c) the Company's charges for delay claims. Further, in all events an absolute cap of S$100,000 per claim applies. Higher limits only if expressly agreed in writing with extra charges.

11. **Claims and Time Bars**

Written notice of any claim against the Company must be given within 14 days of basis of claim arising and any suit against the Company must be brought within 9 months of such basis arising. Compulsorily applicable conventions' limitation periods apply.

12. **Further Indemnities**

There are broad indemnities in the Company's favour. Customers indemnify the Company against liabilities arising from following customer instructions, and from penalties imposed by authorities, liabilities to third parties/servants/sub-contractors, dangerous goods, and general average claims. Customers also undertake not to sue directors/servants/sub-contractors and that they indemnify if such claims are made.

13. **Data Protection and Confidentiality**

Mutual PDPA-compliant processing obligations apply. Customers indemnify the Company for PDPA breaches, and confidentiality duties apply, including post-termination destruction/erasure and certification of compliance.

14. **Notices**

The Company's written notices are deemed received the day after posting if by post, or at the time of transmission if by email/fax, whether or not actually received.

15. **General Average**

Customers must defend, indemnify and provide acceptable security for any General Average claims on the Company.

16. **Governing Law, Jurisdiction**

Singapore law applies and the Singapore Courts have exclusive jurisdiction.