**STANDARD TERMS AND CONDITIONS**

This **STANDARD TERMS AND CONDITIONS ("STC")** shall govern the Service Order between Bersatu (as defined hereunder) and Company (as defined hereunder) ("**Service Order**") and shall be read together and form an integral part of the Service Order.

1. **DEFINITIONS**

Unless expressed or implied to the contrary in this STC, words and expressions used in this STC shall have the following meanings:

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| **"Affiliate"** | means a related company of Bersatu within the meaning of Companies Act 2016, as may be supplemented, modified or substituted from time to time; |
| **"Agent"** | has the meaning ascribed to it in **Clause 4.4(a)** below; |
| **"Agreement"** | collectively, the Service Order, this STC and all schedules attached; |
| **"Approvals"** | has the meaning ascribed to it under **Clause 6.1(e)** below; |
| **"Applicable Laws and Requirements"** | means any applicable statute, ordinance, rule, regulation, code or other requirement or policy having the effect of a law, or judgment, order, variance, writ, decree, injunction or award of any Relevant Authority, or any guidelines, directives or requirements issued by any Relevant Authority, including the Hague Rules; |
| **"Bersatu"** | means Bersatu Integrated Logistics Sdn Bhd (Registration No.: 200601027141 (746897-P)) or any other company within the Bersatu's group of companies, as may be set out in the Service Order; |
| **"Business Day"** | means a day except a Saturday, Sunday or public holiday (gazetted or ungazetted and whether scheduled or unscheduled) on which banks and financial institutions are open for business in Selangor; |
| **"Confidential Information"** | means all information disclosed by one Party to the other Party in connection with the Services (whether disclosed verbally, in documentary form, by demonstration or otherwise) which is contained in any form whatsoever, that is confidential or proprietary to the Disclosing Party and shall include:<br>(a) all information received or obtained by the Receiving Party from or in connection with the entry into or performance of obligations under the Agreement; or<br>(b) the existence of, provisions in or the subject matter of the Agreement or any other document as may be referred to in this STC; |
| **"Company"** | means the recipient and/or party requesting for the Services, as may be set out in the Service Order; |
| **"Container"** | includes any container, flexi tank, trailer, transportable tank, flat, pallet or any article used to contain and/or facilitate the transportation and carrying of the Goods, and any equipment forming part of or connected to the same; |
| **"Contractors"** | has the meaning ascribed to it in **Clause 4.4(a)(i)** below and "**Contractor**" shall be construed accordingly; |
| **"Customer"** | means the Company, or if the Services are requested or procured by the Company for the benefit of other individuals or entities (including but not limited to the owner of Goods or consignees), such individuals or entities; |
| **"Dangerous Goods"** | means goods of a nature or in a condition that pose a risk to health, safety, property, or the marine environment, including but not limited to those liable to explode, ignite, combust, corrode, emit toxic gases, or otherwise cause harm during handling, storage, or carriage by sea; |
| **"Disclosing Party"** | has the meaning ascribed to it in **Clause 11.2** below; |
| **"Effective Date"** | has the meaning ascribed in the Service Order; |
| **"Fees"** | means the agreed fees to be paid by the Company to Bersatu in accordance with the Service Order; |
| **"Festive Season"** | means pre-identified period tied to public holidays or cultural events, which may be informed or published by Bersatu from time to time; |
| **"Goods"** | means the goods of the Customer or the Company, as the case may be, which are the subject of the Services; |
| **"Hague Rules"** | means the provisions of the International Convention for the Unification of Certain Rules Relating to Bills of Lading, signed in Brussels on 25 August 1924; |
| **"Parties"** | means collectively, the Company and Bersatu, and the expression "**Party**" shall refer to any one of them as the context may require; |

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| **"Peak Season"** | any period of exceptionally high logistics demand or constrained capacity, which may be informed by Bersatu from time to time in writing; |
| **"Principal"** | has the meaning ascribed to it in **Clause 4.4(b)** below; |
| **"Prohibited Goods"** | means the Goods that fall within any category of goods set out in **Schedule 3** attached to this STC; |
| **"Rate"** | means the applicable charges or formula of computing the charges, including base freight rates, service charges, and any agreed pricing set out in this STC; |
| **"Receiving Party"** | has the meaning ascribed to it in **Clause 11.1** below; |
| **"Relevant Authorities"** | means the relevant governmental, statutory, regulatory or supervisory bodies, and "**Relevant Authority**" shall be construed accordingly; |
| **"Restricted Goods"** | means the Goods that fall within any category of goods set out in **Schedule 2** attached to this STC, but shall not include Prohibited Goods; |
| **"RM" or "Ringgit Malaysia"** | means the lawful currency of Malaysia; |
| **"Sanctioned Countries"** | means any country, territory, or region which is, or whose government is, subject to comprehensive or sectoral sanctions, embargoes, or restrictive measures under applicable Sanction Laws, and "**Sanctioned Country**" shall refer to any of them; |
| **"Sanctioned Goods"** | means all Goods which are, directly or indirectly:<br>(a) prohibited, restricted, or subject to licensing or other controls under any applicable Sanction Laws;<br>(b) delivered to, originating from, transiting through, or otherwise connected with any Sanctioned Country;<br>(c) owned, controlled or supplied by, or intended for any Sanctioned Person or Sanctioned Country;<br>(d) subject to sectoral, trade, financial, or export control restrictions; or<br>(e) otherwise likely to expose a Party to sanctions, penalties, or enforcement action under applicable Sanction Laws; |
| **"Sanction Laws"** | means all applicable economic or financial sanctions, trade embargoes, export controls, anti-boycott laws or restrictive measures imposed, administered or enforced by:<br>(a) the United Nations Security Council;<br>(b) the Office of Foreign Assets Control of the United States Department of the Treasury;<br>(c) the European Union and its Member States;<br>(d) the United Kingdom (including Office of Financial Sanctions Implementation);<br>(e) Malaysia; or<br>(f) any other authority having jurisdiction over a Party or the transaction, and<br>"**Sanction Law**" shall refer to any of the above; |
| **"Sanctioned Person"** | means any individual, entity, organisation, vessel, or government that is subject to, or designated under, any applicable Sanction Laws; |
| **"Services"** | means the scope of work to be provided by Bersatu set out in the Service Order; |
| **"Service Order"** | means an order signed by both Parties which sets out the Services required by the Company, the Fees for the provision of the Services and other related terms and conditions; |
| **"SST"** | has the meaning ascribed to it in **Clause 8.8** below; |
| **"Taxes"** | means any form of taxation, including SST, value added tax or any other tax, levy, custom, or duty of a similar nature imposed by any of the Relevant Authorities or under any of the Applicable Laws and Requirements; |
| **"STC"** | these standard terms and conditions; |
| **"Term"** | means the validity period of the Agreement, as set out in **Clause 3** below; and |
| **"Terms of Service"** | means the Terms of Service set out in **Schedule 1** attached to this STC, as may be amended, modified and supplemented by Bersatu from time to time with written notice to the Company. |

2. **INTERPRETATION**

2.1 In this STC, words importing the singular or the masculine gender will include the plural or the feminine/neuter genders or vice versa and references to persons include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state.

2.2 The headings and sub-headings in this STC are inserted for convenience only and shall not affect the construction of this STC.

2.3 Any reference to Applicable Laws and Requirements shall include all amendments which may be made from time to time.

2.4 Unless otherwise stated, a period of days from the occurrence of any event or the performance of any act or thing shall be deemed to exclude the day on which the event happens or the act or thing is done or to be done (and will be reckoned from the day immediately following such event or act or thing), and if the last day of the period is not a Business Day, then the period shall include the next following day which is a Business Day.

3. **TERM**

Subject to the terms and conditions of this STC, this STC shall take effect from the Effective Date and shall continue to be valid and effective until the completion of the Services ("**Term**") unless terminated earlier pursuant to **Clause 10** below.

4. **SERVICES**

4.1 Bersatu shall perform the Services set out in the said Service Order subject to the terms and conditions set out in this STC and the Service Order.

4.2 The Company may, at its discretion, from time to time require new Services from Bersatu, which may be governed by and regulated by individual Service Orders. For the avoidance of doubts, such Service Orders are separate agreements each incorporating the terms of this STC and may be independently terminated in accordance with the terms of this STC.

4.3 Any changes and/or variation to the Services set out in a Service Order must be in writing and executed by the authorized representatives of each Party. In the event of a conflict or inconsistency between the terms of this STC and such terms of the Service Order, the terms in this STC shall take precedence.

4.4 The Parties hereby agree and acknowledge that:-

(a) subject to paragraph (b) below, all Services shall be carried out by Bersatu in its capacity as an agent of the Company ("**Agent**") only whereby:-

(i) Bersatu may secure/procure third party contractor(s) ("**Contractor(s)**") to carry out the scope of work required;

(ii) the contractual relationship in respect of the provision of the work required is formed directly between the Company and the Contractor(s), and not with Bersatu;

(iii) Bersatu is not responsible (directly, indirectly or vicariously liable) for the acts, omissions, defaults and/or neglects of the Contractors;

(iv) Bersatu is not responsible for the carriage, handling or storage of the Goods by the Contractors; and

(v) Bersatu is duly authorised as the agent of the Company to enter into contracts with the Contractor(s) for and on behalf of the Company and such contracts shall be binding on the Company;

(b) Bersatu shall be carrying out the Services as the principal service provider ("**Principal**") if:

(i) Bersatu performs the Services using only its employees and equipment;

(ii) no Contractor(s) is engaged by Bersatu for the provision of the Services; and

(iii) the Goods are in the actual custody and control of Bersatu; and

(c) for the avoidance of doubt, Bersatu shall not be deemed to be the Principal solely due to:

(i) Bersatu charging the Company the Fees or requiring any other payment from the Company for the carrying out of the Services;

(ii) Bersatu leasing its equipment or tools to the Company and/or the Contractors for the purposes of carrying out the Services;

(iii) Bersatu procuring the provision of a bill of lading or any other document evidencing or related to a contract of carriage for the carrying out of the Services; or

(iv) Bersatu providing any support or cooperating with the Company and/or the Contractors to fulfil any requirements in relation to custom, inspection, Taxes, licensing and/or procuring the consular document, certificates of origin or any other related documents and certificates.

4.5 For the avoidance of doubt:

(a) there is no limit to the number of Service Orders that may be entered upon between the Company and Bersatu, and correspondingly, the quantity of Services that is required to be provided under each Service Order;

(b) each Service Order is binding from its respective Effective Date; and

(c) Bersatu is not precluded from offering services similar to the Services to other customers or clients.

4.6 Notwithstanding **Clause 4.1** above and **Clauses 5** and **6** below:

(a) if Bersatu is aware, or has reasonable grounds to believe that the performance of the Services (or any part thereof) is or is likely to cause any hindrance, danger or risk to Bersatu, the other

Goods, any third party Contractors or the public, without any fault on the part of Bersatu and which cannot be avoided by the exercise of reasonable endeavour, Bersatu shall, upon giving written notice to the Company:

(i) abandon the performance of or the procurement of Contractors to carry out the Services (or such part of the Services which give rise to such hindrance, danger or risk) without any fault or liability on the part of Bersatu;

(ii) return or notify the Contractor to return the Goods in such manner and form as Bersatu deems safe and convenient, in which the Company or the Customer shall take possession of such Goods within twenty-four (24) hours upon being notified by Bersatu or the Contractor;

(iii) cease to have any responsibility, if any, over the said Goods (whether or not the Company or the Customer has taken possession of the Goods as required under paragraph (ii) above); and

(iv) be entitled to the agreed Fees under the Service Order (without any deduction) and the Company shall be liable to pay any additional costs and expenses as may be incurred by Bersatu resulting from the above-mentioned circumstances;

(b) Bersatu shall have the discretion to alter the mode and manner of performing the Services (including but not limited to changing the route of transportation or depart from the instructions provided by the Company or the Customer) at the costs and expenses of the Company, by giving notice to the Company if Bersatu is of the view that such alteration is in Bersatu's reasonable judgment:

(i) necessary or expedient for the purposes of providing the Services;

(ii) required by any Relevant Authority or under the Applicable Laws and Requirements; or

(iii) necessary to prevent or mitigate any hindrance, risk, delay or difficulty in providing the Services,

provided that such Goods not carried, stored, shipped and/or loaded due to such alterations, if any, shall be returned to the Company and/or the Customer and subclauses 4.6(a)(ii) to (iv) above shall apply;

(c) Bersatu may, by giving notice to the Company, assign to any of its Affiliates any Service, obligation or responsibility under the Agreement, and such Affiliate shall, to the extent of the assigned Service, obligation or responsibility, be subject to and bound by the terms of this Agreement as if it were a party to the relevant Service Order; and

(d) If Bersatu discovers that the Goods forming the subject matter of the Services contain Prohibited Goods:

(i) Bersatu is not required to perform any Services in relation to the Prohibited Goods; and

(ii) Bersatu shall submit the Prohibited Goods which is illegal to possess or handle to the Relevant Authorities, and notify the Company to collect the remaining Prohibited Goods and subclauses 4.6(a)(ii) to (iv) above shall apply.

## 5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

5.1 Each of the Parties represents and warrants to the other Party that:

(a) all corporate or other actions required to authorise the Party to be bound by the Agreement have been obtained; and

(b) the performance by the Party of its obligations under the Agreement will not:

(i) result in a breach of any provision of the constituent documents of the Party;

(ii) result in a breach of or constitute a default under any agreement, arrangement or instrument to which the Party is a party or by which the Party is bound; or

(iii) result in a breach of any order, judgment or decree of any Relevant Authority or under any Applicable Laws and Requirements to which the Party is bound.

5.2 The Company undertakes and warrants that:

(a) it is the owner or the authorised agent of the owner of the Goods; and

(b) it has read, understood and accepted the terms of this STC and the Service Order(s) for itself (and as an authorised agent of the owner of the Goods, as the case may be); and

(c) it shall do all things and take all steps required by the Relevant Authorities and/or under the Applicable Laws and Requirements which is necessary or expedient in the sole and absolute judgment of Bersatu to perform the Services.

## 6. OBLIGATIONS OF BERSATU AS THE PRINCIPAL

6.1 Bersatu shall at all times during the Term, in relation to the provision of the Services as the Principal:

(a) faithfully and diligently perform its duties with reasonable care and skill and exercise such powers consistent with those which are from time to time necessary for the effective and efficient provision of the Services;

(b) act in good faith and in the best interest of the Company throughout the performance of the Services;

(c) advise the Company immediately as soon as any factor arising which is likely to affect the provision of the Services;

(d) ensure that its personnel will be suitably skilled and competent for the task(s) assigned to them by Bersatu in providing the Services;

(e) obtain all licences, permits, temporary permits and authorisations ("**Approvals**") required by any Applicable Laws and Requirements for the performance of the Services, including the renewals of the Approvals (where applicable), excluding any specific approvals; and

(f) ensure compliance with Applicable Laws and Requirements, including the Malaysian Customs Act 1967, for the provision the Services.

7. **OBLIGATIONS OF THE COMPANY**

7.1 The Company shall:

(a) fully co-operate with Bersatu and provide such assistance necessary to ensure Bersatu is able at all times to carry out its duties and obligations under the Agreement efficiently and effectively;

(b) respond expeditiously to any request it receives from Bersatu for information or assistance or for a decision on any matter relating to the provision of the Services by Bersatu or the Contractors, and ensure that such information provided is accurate, not misleading and up to date;

(c) ensure that it complies with the Applicable Laws and Requirements, to such extent as they may be applicable to the Company;

(d) comply with the Terms of Service, as may be amended, modified or supplemented, at all times,

(e) be responsible for making all payments in accordance with **Clause 8** below and shall ensure timely payment to Bersatu without any right to set-off;

(f) at all times comply with the code of conduct of Bersatu, including those in respect of anti-bribery, anti-child labour and anti-forced labour, as set out in Bersatu's website at Coorporate Governance - Bersatu, subject to such amendments and modifications which may be made by Bersatu from time to time without prior notice to the Company;

(g) give full cooperation and take all reasonable steps (including providing such information and documents required) as may be requested by Bersatu to comply with and achieve the standards of compliance required for the Approvals or other certifications, including but without limitation to those set out by International Organization for Standardization (ISO), the provisions of the Good Distribution Practice for Medical Devices, Authorised Economic Operator (AEO), Halal certifications and other Relevant Authorities which Bersatu is subject to;

(h) ensure that all Goods shipped are air worthy and or, sea-worthy, and the Customer and/or the Company shall at its own costs and expenses obtain and maintain sufficient coverage in respect of the Goods (including marine insurance, cargo insurance, goods in transit insurance and all risks insurance) against any loss or damage which may arise, including but not limited to such loss or damage which may arise during transportation, temporary storage or handling by Bersatu or the Contractors, or while the Goods are under Bersatu's or the Contractors' possession, custody or control, provided always that such insurance policies shall contain a waiver of subrogation against Bersatu. For the avoidance of doubt, while Company may request Bersatu to provide the relevant insurance, Bersatu does not provide insurance coverage as an integral part of the Services and shall not be liable for any uninsured losses;

(i) unless otherwise expressly provided in the Service Order that Bersatu or the Contractors shall perform as part of the Services, be responsible to properly pack and prepare, and to accurately label and mark the Goods in accordance with the requirements under this STC, the Service Order or the Applicable Laws and Requirements;

(j) ensure that the Goods being the subjects of the Services does not comprise of Restricted Goods (unless with the prior written consent of Bersatu) or Prohibited Goods, and shall give notice to Bersatu immediately if it becomes aware or discovers that any of the Goods being the subject of the Services comprise or are suspected to comprise Prohibited Goods or Restricted Goods, and shall cooperate with and reimburse Bersatu for all costs incurred to obtain any additional approval or specific licence for dealing with such Goods;

(k) ensure that Prohibited Goods are not delivered to or stored at the premises of Bersatu, and for Restricted Goods, the same requirement apply unless with the prior written waiver of Bersatu after having been notified in writing on the nature and description of such Restricted Goods, and shall at the request of Bersatu procure (at the Company's costs and expenses) warehouses and/or other premises to store and deposit the Restricted Goods;

(l) ensure that the Goods are properly packaged and treated (if applicable), sanitary and free from infestation, pests, vermin, insects or larvae;

(m) be fully responsible for ensuring that the Customer, consignee or receiving party duly receives the Goods/Container at the designated destination and/or port of discharge. In the event the Goods/Container are not retrieved by the Company/ Customer/ consignee within twenty-four (24) hours, the costs to store, maintain, transport and/or otherwise deal with the Goods/Container after the lapse of the period above shall be fully borne by the Company;

(n) provide accurate measurement(s) for all the Goods for shipment(s) in order to avoid the shipment(s) encountering problems leading to rollover/shutout of the shipment;

(o) ensure that all documents and information provided are correct, complete and not misleading for custom clearances, and be solely liable for any

discrepancy or inaccuracy in respect of information provided to the customs department and/or any governing bodies, and shall bear all penalties, fines imposed by the customs department and/or any Relevant Authority;

(p) procure personal guarantee(s) to be provided by the director(s) and/or other nominee(s) of the Customer and/or the Company as may be directed by Bersatu, to secure the payment of all Fees and other amount due and payable under the Agreement to Bersatu, and to ensure the Company observes the terms and perform its obligations under the Agreement;

(q) be solely liable for any Container and/or trailer which are left in the custody of the Company or left at or near the premises or designated places of the Company, the Customer and/or any parties representing the same, including any theft, misappropriation, loss, and/or damage to the said equipment;

(r) be deemed to have reasonable knowledge of matters affecting the conduct of this business, including but not limited to the terms of sale and purchase of the Goods and all other matters relating thereto, and shall expressly notify Bersatu if any of the Goods or the handling of the Goods requires special treatment, including but not limited to cold chain storage, hazardous handling, special permits and/or is subject to any regulatory restrictions including where the Goods are bonded cargoes; and

(s) be bound by all terms and conditions imposed by Bersatu, including but not limited to those set out in **Schedule 1** of this STC.

8. **FEES**

8.1 Where advance payment or deposit are required by Bersatu, Bersatu shall not proceed with booking/clearance of the Goods until full amount of such advance payment or deposit is paid to and received by Bersatu's designated bank.

8.2 The Fees for the Services to be provided by Bersatu or the Contractor secured by Bersatu shall be set out in the Service Order and shall be paid in the manner set out in the Service Order. Subject to **Clauses 8.4 and 8.5** below, the Fees shall be firm and may not be varied unless agreed by the Parties in writing.

8.3 The Company shall pay the Fees to Bersatu by way of telegraphic transfer to the bank account of Bersatu notified to the Company within the timeframe set out in the Service Order.

8.4 The Company acknowledges and agrees that all customs duties/ penalties, shipping agent charges, and container deposits are classified as back-to-back charges incurred by Bersatu on behalf of the Company. As such, these charges shall be payable strictly on a cash term basis. The Company shall fully pay (or, in the event that Bersatu has paid for these charges, to reimburse Bersatu) for these charges immediately upon presentation of the relevant bills or the relevant supporting documents, without any set-off or delay. Bersatu reserves the right to withhold further Services in the event of non-payment of such charges and will hold the Company fully liable for any charges arising from non-payment.

8.5 Bersatu reserves the right to increase the Fees chargeable for the Services and invoice the Company for the same in the event that additional fees, costs or charges are incurred in the course of performing the Services by giving notice to the Company, which includes but is not limited the occurrence of the following events:

(a) additional costs being incurred due to the Customer's or the Company's inaccurate declaration, listing, packaging or labelling of the Goods, or for customs inspections, customs penalties, losses delay, detention or demurrage, warehousing, port storage and handling charges and any other consequences losses arising;

(b) the introduction or implementation of any new or additional Tax or regulatory charges imposed by the Relevant Authorities and/or under the Applicable Laws and Requirements (including but not limited to SST, customs duties, or local authority surcharges);

(c) any increase in fuel prices, electricity tariffs, port charges, toll rates, or other utility costs;

(d) any increase in minimum wage, statutory benefits, or other employment-related costs; or

(e) any other market-driven cost increases that may impact the delivery of the Services, including supplier surcharges or fluctuations in currency exchange rates,

and such adjustments and increments shall take effect on such date as stated in Bersatu's notice and shall form part of the binding terms and conditions in relation to the Services.

8.6 The Company shall be liable to pay Bersatu late payment interest over the unpaid portion of the Fees, at the rate of 2% per month calculated on a daily rest, commencing on the date immediately after the expiry of the credit period set out in the Service Order, until the full settlement of the Fees due and owing to Bersatu.

8.7 Should the Company fail to pay any outstanding charges within the agreed credit term, Bersatu reserves the right to submit a trade reference to any established credit reporting agency, reporting the Company as a payment defaulter in such agency's database.

8.8 The Fees quoted shall be exclusive of Taxes (including sales and services tax ("**SST**") and shall be subject to any prevailing Taxes as may be imposed from time to time, unless Bersatu is provided with the documents which evident the Company being exempted from SST). For the avoidance of doubt:-

(a) the Company shall be solely responsible for the refund of Taxes paid by the Company, if applicable; and

(b) in the event of any change in the Company's Taxes exemption status or eligibility for Taxes exemptions, Bersatu shall not be held responsible for refunding any Taxes paid prior to such change.

8.9 All disputes in respect of any invoice issued by Bersatu shall be notified to Bersatu within 48 hours upon receipt of the said invoice. For the avoidance of doubt, the Company's payment obligations shall not be suspended by merely raising a dispute in respect of the invoice, unless and until Bersatu amends the said invoice in writing or reissues a revised invoice which supersedes the disputed invoice.

8.10 The Parties hereby agree and acknowledge that:-

(a) if Bersatu is required to collect freight, duties, charges or other expenses from the Customer or the consignee for the purposes of the Services and has given a notice to the Customer or the consignee for such payment to be made within a period of time, the Company shall at Bersatu's request pay such amount remaining unpaid by the Customer or consignee upon the lapse of such period of time;

(b) unless otherwise expressly agreed by the Parties or set out in the Service Order, Bersatu shall have the sole discretion of determining the Fees based on the value, weight or measurement of the Goods; and

(c) that all Fees chargeable by Bersatu and/or amount payable to Bersatu shall be paid in full in accordance with the timeframe prescribed under the Service Order or this STC without any right of set-off, regardless of the Company's internal accounting practices, cut-off periods and/or closing periods; and

(d) that all insurance premium charged by Bersatu are based on the understanding that Bersatu is not acting as an insurer of goods.

9. **LIEN, SUSPENSION OF SERVICES AND REMEDIES**

9.1 In the event the Company fails to settle the outstanding Fees within the timeframe provided under this STC or the Service Order, Bersatu shall have a general lien over the Goods, Containers and documents (e.g., bill of lading, delivery orders and permits) of the Company/Customer within its possession or custody, whether or not they are related to the Services for which the Company defaulted in payment of the Fees, and may at its sole and absolute discretion retain all or part of such Goods, Containers and/or documents, and/or suspend the provision of all or part of the Services until the outstanding Fees are settled by the Company in full.

9.2 Without prejudice to Bersatu's other rights and remedies under this STC, the Service Order and/or the Applicable Laws and Requirements, in the event that the Company fails to settle any outstanding Fees within the timeframe set out in the Service Order, Bersatu shall have the sole and absolute discretion to dispose and sell the Goods within its custody or possession or otherwise deal with such Goods, and in such circumstances:

(a) the proceeds received from the disposal or sale of and/or dealing with the Goods shall be used to pay the outstanding Fees (and any charges, interests and the costs and expenses incurred for or in relation to the disposal or sale) due and owing by the Company and/or the Customer to Bersatu; and

(b) the costs and expenses incurred for or in relation to the disposal or sale of, or dealing with the Goods shall be fully borne by the Company and constitute debts and liabilities owed by the Company to Bersatu, and shall be paid to Bersatu within seven (7) days upon receipt of Bersatu's notice demanding such payment to be made.

10. **TERMINATION**

10.1 Notwithstanding **Clause 3** above, the Agreement may be terminated by either Party without specifying any grounds by providing six (6) months' written notice to the other Party.

10.2 Notwithstanding **Clauses 3** and **10.1** above, the Agreement may be terminated (without prejudice to and in addition to any other remedy) by giving not less than ninety (90) days written notice to the other Party ("**Defaulting Party**"):

(a) if the Defaulting Party is in breach of its obligations under the Agreement and in the case of a breach capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice giving full particular of the breach and requiring it to be remedied;

(b) if

(i) the Defaulting Party is wound up or makes any voluntary arrangement with its creditors;

(ii) the Defaulting Party goes into liquidation (except for purposes of amalgamation, reconstruction or other reorganisation without insolvency and in such manner that the company resulting therefrom effectively agrees to be bound or assumes the obligations imposed on the Defaulting Party under this STC) or a court shall make an order to that effect;

(iii) any distress or execution is levied or enforced in relation to any of the assets of the Defaulting Party;

(iv) a receiver, receiver and manager, judicial manager, official manager, provisional liquidator, liquidator, or like official is appointed over the whole or a substantial part of the undertaking and property of the Defaulting Party;

(v) if the Defaulting Party ceases, or threatens to cease, to carry on business or a substantial part of its business; or

(c) by Bersatu, if the Company fails to settle the outstanding Fees payable to Bersatu for a period exceeding seven (7) days upon the expiry of the timeframe set out in the Service Order.

10.3 Notwithstanding any other provisions of this STC, an early termination the Agreement or the expiry of the Term:

(a) shall not prejudice the accrued rights nor shall it discharge the liabilities of the Parties for any antecedent breaches;

(b) shall not affect the validity of the other Service Orders existing at the time of such termination, and the terms of this STC shall survive and

continue to apply to such Service Orders, unless the Parties agree otherwise;

(c) shall not discharge the Company's obligation to pay the outstanding Fees due and owing to Bersatu;

(d) each Party shall deliver to the Disclosing Party all Confidential Information, documents, properties and any other material of the Disclosing Party within seven (7) days; and

(e) the obligations contained in **Clauses 9 (Lien and Suspension of Services)**, **10 (Termination)**, **11 (Confidentiality and Personal Data)**, **12 (Liability)**, **19 (Non-Solicitation)**, **22 (No Set-Off)** and **24 (Governing Law and Dispute Resolution)** of this STC and such other clauses intended to survive the termination of the Agreement or the expiry of the Term shall so survive.

11. **CONFIDENTIALITY AND PERSONAL DATA**

11.1 Subject to **Clause 11.2** below, each Party ("**Receiving Party**") will treat as strictly confidential all Confidential Information. Each Receiving Party will procure that its respective officers, agents and employees will also be bound by and observe the obligations as set out in this STC.

11.2 Each Receiving Party may disclose Confidential Information if and to the extent:

(a) reasonably required to give effect to the terms of the Agreement;

(b) required by Applicable Laws and Requirements;

(c) consented to by the other Party ("**Disclosing Party**") in writing;

(d) required by any securities exchange or regulatory or governmental body to which the Receiving Party is subject or submits wherever situated whether or not the requirement for information has the force of law; or

(e) the information has come into the public domain through no fault of the Receiving Party.

11.3 Notwithstanding the confidentiality provisions of this STC, the Company hereby acknowledges and authorises Bersatu to obtain or disclose any credit information in relation to the Company, including to or from credit reporting institutions or other third parties for the purposes of account-opening, evaluation of the Company's credit history and review, and debt-recovery processes.

11.4 The Company warrants that all documents, including audited reports, submitted to Bersatu are authentic, not misleading, complete, up-to-date and accurate. In the event Bersatu discovers that any document provided by the Company is false, fraudulent, incomplete, or otherwise misleading, Bersatu reserves the right, at its sole and absolute discretion, to refuse or discontinue any Services without liability.

11.5 Bersatu may, at its sole and absolute discretion, circulate or disclose any data or Confidential Information to the Company and/or the Customer through any virtual platform or such other method (including but not limited to application programming interfaces integration ("**API Integration**")), on such terms and subject to such conditions as may be imposed by Bersatu from time to time, and the Company hereby agrees and acknowledges that:-

(a) it shall comply with, and shall ensure that the Customer comply with, the terms and conditions imposed by Bersatu from time to time; and

(b) it shall not allow or permit, and shall ensure that the Customer does not allow or permit, any third party or unauthorised party to have access to the data, Confidential Information, virtual platform, API Integration or other information sharing method provided or made available by Bersatu.

11.6 The Company acknowledges and agrees that Bersatu may collect, store, use, and process personal data relating to the Company, the Customer and/or their representatives, directors, employees, or agents in connection with the Agreement ("**Data Subjects**"). Such processing shall be conducted in accordance with the Applicable Laws and Requirements, including the Personal Data Protection Act 2010 (PDPA). The Company shall be fully responsible to and hereby warrants to Bersatu that it has obtained all necessary consents from all Data Subjects to allow the lawful processing and transfer of such personal data for the performance and administration of the Agreement.

11.7 The obligations contained in this clause will continue to apply and shall survive the expiry of the Term, or early termination of the Agreement, whichever is the earlier.

12. **LIABILITY**

12.1 The Company shall fully and unconditionally defend, indemnify and keep Bersatu, its directors, staff, agents, employees, consultants and subcontractors ("**Indemnitees**"), harmless against:

(a) any loss, damage, demand, penalty, cost, charge, expense, liability or claim which may be suffered by the Indemnitees arising from the act, omission, oversight, negligence, misconduct, wilful default, breach of terms, warranties or representations, non-disclosure, misrepresentation or omission of information about the Goods or any material facts related to the same, or non-compliance with the Applicable Laws and Requirements, the terms of this STC or the Service Order on the part of the Company, the Customer, or any of their representatives, agents or employees; and

(b) all duties, fines, Tax, imports, levies, deposits and outlays of whatsoever nature levied by the Relevant Authorities in relation to the Goods or the Services, and/or arising out of the Indemnitees acting in accordance with the Company's or the Customer's instructions;

12.2 Notwithstanding any other provision of this STC, Bersatu shall not be liable for any loss or damage that is:

(a) caused by or attributed to negligence, misconduct and/or wilful default on the part of Bersatu, unless the Company has obtained a court order or judgment in its favour in accordance with **Clause 24.3** below, and for the avoidance of doubt, a decision by the Malaysian Courts shall not be

deemed final for the purposes of this STC until all rights to appeal or review the said decision has been exhausted by Bersatu;

(b) in relation to the Goods, losses or damages due to transportation, temporary storage or handling of the Goods or otherwise, unless it is proven in the manner set out in **paragraph (a)** above that such loss or damage is caused by or attributed to negligence, misconduct and/or wilful default on the part of Bersatu as the Principal;

(c) where applicable, a reduction in the total volume of Goods whether due to operational conditions, measurement variances, evaporation, clingage, where such reduction is within the agreed ullage allowance, and unless otherwise set out in the Service Order, the agreed ullage allowance shall be five percent (5%);

(d) caused by or attributed to negligence, misconduct and/or wilful default on the part of the Company, the Customer or any of their representatives, agents or employees;

(e) a result of complying with the instructions given by the Company, the Customer or any of their representatives, agents or employees;

(f) caused by or attributed to improper packaging or labelling by the Company, the Customer or any of their representatives, agents or employees;

(g) a result of the natural condition, defect or deterioration of the Goods;

(h) caused by or attributed to ordinary wear and tear, leakage, loss in weight or volume of the Goods;

(i) caused by or attributed to a Force Majeure Event;

(j) where an independent contractor (including a consigner or shipper) or a third party is engaged by Bersatu for the purposes of the Services, caused by or attributed to the negligence, intentional misconduct and/or wilful default on the part of such contractor or third party, or such contractor's or third party's failure to comply with the instructions of Bersatu;

(k) indirect, incidental, special, punitive, exemplary or consequential losses, including but not limited to loss of profit including but not limited to loss of profit, business interruption, loss of goodwill and economic losses;

(l) occurred before the Goods are handed over to Bersatu, or after the Goods have been handed over to the Customer or the Company;

(m) jettisoning cargoes, water damage, emergency expenses or due to any other general average causes and the Company shall indemnify Bersatu for claims filed by the consignee or any person against Bersatu in respect of the same;

(n) to such extent as Bersatu is providing the Services as the Principal, due to any delay for stopping in a scheduled stopping place or in any country other than the country of departure and ultimate arrival, and Bersatu's liability, if any, shall be limited to those stipulated under the Montreal Convention 1999;

(o) any delay during the effective period of Peak Season or Festive Season, or due to government-imposed road bans, movement restrictions, port congestions, or any related operational constraints beyond Bersatu's reasonable control;

(p) the poor quality, non-suitable specifications, type or defective conditions of the Container carrying the Goods;

(q) the loading, unloading and/or dealing of Prohibited Goods; or

(r) caused by or attributed to the failure of the Company or the Customer to take reasonable steps to mitigate the losses and/or damage suffered.

12.3 All notices of claim for losses and damage or dispute in respect of the Goods or suffered by the Company arising from the Services, if any, shall be given to Bersatu within forty-eight (48) hours followed by a joint inspection by the Parties or with the submission of the relevant supporting documents to the satisfaction of Bersatu, failing which the Company or the Customer shall be deemed to be satisfied with the Services and shall have no further claims or rights against Bersatu for such Services, and Bersatu shall be deemed to be fully discharged of any liability or obligations in relation to the provision of such Services. Bersatu shall respond to the notices of claim within twenty-one (21) days upon receipt of such notices from the Company.

For the purposes of this clause, the forty-eight (48) hours period shall commence from:-

(a) for claims in relation to damage to Goods, the date of delivery of Goods to the designated point of collection;

(b) for claims in relation to loss of Goods or delay of delivery of Goods, the targeted date of delivery of Goods to the designated point of collection, or if there is none, seven (7) days from the date of shipping of the Goods; or

(c) for other claims, when the facts giving rise to the claim arises.

12.4 The limitation and exclusion of liability of Bersatu towards the Company, if any, are set out in this **Clause 12** and **Schedule 1** attached to this STC and shall apply to all claims by the Company and/or the Customer.

12.5 For the avoidance of doubt, the Parties hereby agree and acknowledge that:

(a) Bersatu is not required to exhaust all its remedies against the Customer, the consignee or any other relevant person before making any claim or initiating any proceeding against the Company to recover its losses and damage suffered and the Company shall be liable to reimburse all costs and fees incurred by Bersatu for such claims and proceedings on a solicitor-client basis;

(b) Bersatu may at its discretion file a claim or initiate a proceeding against the Company and other relevant persons and hold them jointly and severally liable for the losses and damage suffered by Bersatu;

(c) unless otherwise agreed by Bersatu, Bersatu shall not be obliged to make any declaration at the request of the Company or the Customer on the nature of value of any Goods or as to any special interest in delivery of such Goods;

(d) unless otherwise expressly provided in the Service Order, Bersatu makes no representation and gives no warranty as to the targeted shipping and arrival dates of the Goods and shall not be liable for any late or early arrival or shipping of Goods; and

(e) the advice, information, representation and/or warranty provided by Bersatu to the Company, if any, shall be for the benefit of the Company only and shall not be relied upon by any other party without the prior written consent of Bersatu, and the Company shall indemnify Bersatu for any losses or damage suffered arising from any action, claims or proceeding brought by such third party against Bersatu for their reliance on such advice, information, representation and/or warranty.

13. **AUDIT AND INSPECTION**

13.1 If the Company is required to conduct an audit on the compliance of Bersatu with the terms of the Agreement, such request shall be dealt with by Bersatu on a case-to-case basis, provided that the Company shall give Bersatu no less than fourteen (14) days' prior written notice. If such audit requests are accepted by Bersatu, Bersatu shall advise the Company on the time, date and conditions of such audit inspections.

13.2 The Company's representatives, agents or employees who enter the premises or sites of Bersatu shall comply with the security requirements, guidelines and instructions of Bersatu.

13.3 The Company's representatives, agents or employees are not allowed to create copies of or retain the documents, materials and information sighted or accessed by or made available to them unless with the prior written approval of Bersatu and shall not be used or utilised in any way save for the purposes of auditing the compliance of Bersatu with the terms of this STC. Any documents, materials or information sighted during such audit inspections shall be treated as strictly confidential.

14. **FORCE MAJEURE**

14.1 If by any reason of any Force Majeure Event (as defined below), Bersatu is delayed in or prevented from or hampered in performing any of its obligations under the Agreement, then such delay or non-performance will not be deemed to be a breach of the Agreement.

14.2 Bersatu shall notify the Company within forty-eight (48) hours of the occurrence of such Force Majeure Event, and upon receipt of the said notice by the Company, the obligations of Bersatu will be suspended during the period of such Force Majeure Event.

14.3 Either Party may elect to terminate the Agreement with immediate effect by giving the other Party a written notice to that effect, if the Force Majeure Event occurs for a prolonged period exceeding ninety (90) days.

14.4 The Parties acknowledge that the Company's payment obligations under the Agreement shall not be suspended or affected by the occurrence of any Force Majeure Event.

14.5 A "Force Majeure Event" will include, without limitation, the acts of God, acts or omissions of any government or Relevant Authority, or any rules, regulations or orders of any Relevant Authority or any officer, department, agency or instrument thereof, change in the Applicable Laws and Requirements, natural disasters, pandemics, fire, storm, flood, earthquake, accident, acts of public enemy, war (whether declared or not), rebellion, insurrection, riot, invasion, strikes, or lockouts, third-party service interruptions, suspension or revocation of licence without any fault on the part of Bersatu, or anything regarded as being beyond the control of Bersatu.

14.6 The Parties hereby agree and acknowledge that if Bersatu's vessel ("**Bersatu Vessel**") comes into collision with another vessel as a result of the negligence of the other vessel ("**Colliding Vessel**") and any act, neglect or default of the master, crew or servants of the Colliding Vessel's owner in the navigation or management of the Colliding Vessel, and the Company or the Customers recover from the Colliding Vessel any loss or damage to the Goods carried by the Bersatu Vessel, the Company shall indemnify Bersatu against all liability to the Colliding Vessel or its owners arising out of such recovery, including any sums paid by Bersatu by way of contribution, costs and expenses.

15. **NOTICES**

15.1 A notice or other communication required or permitted, under the Agreement, to be served on any of the Parties must be in writing and may be served:

(a) by delivering to the respective address for service as set out in the Service Order; or

(b) by posting it by prepaid post addressed to the applicable address for service set out in the Service Order ; or

(c) by e-mailing to the Party's email address as set out in the Service Order.

15.2 A notice or other communication is deemed served:

(a) if delivered by hand at the Party's address for service as set out above, at the time of delivery and duly acknowledged;

(b) if posted within Malaysia to a Malaysian address, three (3) Business Days after posting and in any other case, seven (7) Business Days after posting; or

(c) if served by way of electronic mail, on the day of transmission provided that the sender has not received a failed or undeliverable message from host provider of the recipient within the day of transmission.

15.3 In proving service made under **Clauses 15.2(a)** or **15.2(b)**, it shall be sufficient to prove that the letter containing the notice was properly addressed and properly despatched or posted.

15.4 By requesting for and receiving the Services from Bersatu, the Company shall be deemed to have read,

understood and agreed to be bound by the terms of this STC and all schedules attached herein.

16. **TIME**

Any time, date or period mentioned in any provision of the Agreement may be extended by mutual written agreement between the Parties but as regards to time, date or period originally fixed and not extended or any time, date or period so extended aforesaid, such time shall be of essence.

17. **SUCCESSORS BOUND**

This STC shall be binding on and shall inure for the benefit of the successors and permitted assigns and personal representatives, as the case may be, of each of the Parties.

18. **NON-ASSIGNMENT**

18.1 The Company shall not assign, mortgage, charge or dispose of any of its rights hereunder without obtaining the prior written consent of Bersatu.

18.2 Bersatu shall have the sole and absolute discretion to assign any Service, obligation or responsibility to its Affiliate in accordance with **Clause 4.6(c)** above.

19. **NON-SOLICITATION**

The Company undertakes and warrants that, during the Term and for a surviving period of three (3) years upon the expiry of the Term (or early termination, as the case may be), it shall not without the prior written consent of Bersatu:

(a) directly or indirectly initiate, solicit, negotiate, contract with or enter into any business transactions, agreements or undertakings with any Contractor or any third party identified and introduced by Bersatu to the Company for the purposes of the Services;

(b) seek to bypass, compete with, avoid or circumvent Bersatu from any business opportunity by utilising or exploiting any Confidential Information received from Bersatu; or

(c) endeavour to entice away from Bersatu any person who is being employed or engaged by Bersatu.

20. **NO PARTNERSHIP**

Nothing in this STC shall constitute any of the Party, or its representatives, a partner, employee or agent of the other Party, nor shall the execution or implementation of this STC confer on any Party, any power to bind or impose any obligations on the other Party or to pledge the credit of the other Party or to create any fiduciary relationship with the other Party.

21. **WAIVER**

A single or partial exercise or waiver of a right relating to this STC does not prevent any other exercise of that right or the exercise of any other rights. Neither Party shall be deemed to have waived its right unless such waiver is made in writing. A waiver by Bersatu shall only be effective and valid if issued and signed by a director of Bersatu or such other person with express authority granted by Bersatu.

22. **NO SET-OFF**

The Company shall not be entitled to set off any payment due and payable to Bersatu (including the Fees) against any amount that is payable by Bersatu to the Company.

23. **BERSATU'S RIGHTS AND REMEDIES**

Nothing in this STC or the Service Orders shall prejudice Bersatu's rights and remedies against the Company and/or the Customer as may be provided in law or under the rules of equity.

24. **GOVERNING LAW AND DISPUTE RESOLUTION**

24.1 This STC shall be governed by and construed in accordance with the laws of Malaysia.

24.2 In the event any dispute arises between the Parties in relation to the Services, the Service Order or this STC and/or the interpretation thereof, the Parties shall first attempt to resolve the dispute amicably through good faith negotiations.

24.3 If the Parties are unable to reach an amicable resolution within seven (7) days, the dispute shall be escalated for discussion between the senior management of the Parties. Should the Parties fail to reach an amicable resolution within fourteen (14) days, such dispute shall be referred to the Malaysian courts for resolution and the Parties hereby submit to the exclusive jurisdiction of the Malaysian courts.

24.4 The Company hereby agrees and acknowledges that it shall not commence any proceeding, raise any dispute or pursue any claim in relation to the Services or under this STC if such proceeding, dispute or claim is not commenced, raised or pursued within forty eight (48) hours from the date the Goods are delivered, the Services are delivered, or the accrual of the facts giving rise to the Company's cause of action (whichever is the earlier).

25. **SEVERABILITY**

If any provision of this STC is held to be illegal, invalid, void, voidable or unenforceable under any laws or any regulations effective and applicable during the Term of this STC, such provision shall be fully severable and this STC shall be construed as if such illegal, invalid, void, voidable or unenforceable provision had never comprised as part of this STC and the remaining provisions of this STC shall remain in full force and effect and shall not be affected by the illegal, invalid, void, voidable or unenforceable provisions or by its severance from this STC.

26. **COSTS AND EXPENSES**

26.1 Unless otherwise specified in the Service Order or this STC, each Party shall bear its own respective legal or other professional charges which it may incur in respect of any independent advice that it may seek in respect of the Agreement and/or any matters pertaining thereto.

26.2 Any stamp duty payable on the Service Order shall be borne by the Company.

27. **FURTHER DEEDS AND ACTS**

All Parties shall execute and do and procure all other persons or companies, if necessary, to execute and do all such further deeds, assurances, acts and things as may be reasonably required so that full effect may be given to the terms and conditions of the Agreement.

28. **VARIATION**

No amendment or modification to this STC shall be valid or binding upon the Parties unless it is made in writing and is signed by the Parties or its duly authorised representatives.

29. **ENTIRE AGREEMENT**

29.1 This Service Order and this STC (including all documents to be executed pursuant to or contemporaneously with it, or attached to this STC) contains the whole agreement between the Parties relating to the subject matter of the Agreement and shall supersede all prior discussions, negotiations, or agreements made in writing or verbally.

29.2 The terms of this STC shall prevail to the extent of any inconsistency with the terms of the Service Order.

*(the rest of this page is intentionally omitted)*

**SCHEDULE 1**

**TERMS OF SERVICES**

The following terms and conditions shall apply to such Services provided by Bersatu as the Agent, unless otherwise provided in the Service Order:

**1. FORWARDING IMPORT AND EXPORT**

a. All shipping charges for import and export shipment which are booked directly by shipper shall be paid directly to liner / shipping agent.

b. Duty, shipping charges and container deposit to be paid in advance upon being demanded by Bersatu. The Fees quoted by Bersatu will be exclusive of these charges and shall be separately notified and charged by Bersatu.

c. Any storage/ demurrage/ detention/ repairing & cleaning incurred will be billed to the Company after shipment attached with supporting debit note from the relevant parties.

d. Overtime charges shall be applicable per shipment where complete and accurate invoice and packing list, NOA, permit (CJ, LMW, MIDA, AP, COO, etc – if any) documentation is received by Bersatu less than twenty-four (24) hours prior to vessel closing or arrival.

e. To avoid storage/demurrage charges, the Company must provide all relevant and original documents to Bersatu at least 72 working hours prior to vessel arrival.

f. Liability for delivery of laden and empty Container collection should be advised to Bersatu within 48 hours prior on collection date. The cut-off time for notification is 2.00pm from Monday to Friday and 10.00am on Saturday. Notification after the designated time shall be considered as the next Business Day.

g. Low Sulphur Surcharges **("LSS")** or Marine Fuel are subject to change every calendar month, based on the prevailing rate during the relevant month when the Service(s) are carried out.

h. Any cancellation or roll over of ocean freight booking should be submitted 10 days prior to vessel estimated time of arrival ("ETA") and subject to liner's acceptance.

i. Any cancellation or rollover of booking requested by customer less than 10 days of vessel ETA, customer shall comply with the liner's cancellation policy, under which 100% dead freight charges based on the quoted freight will apply.

j. Customers with export and import bookings, are only allowed to keep the container for four (4) days of free time only. Trailer detention charges will be incurred after the fourth (4) day period.

k. All Dangerous Goods is subject to surcharges imposed by carriers/ shipping agents, port authorities and government agencies at port of loading and port of discharge.

l. All Dangerous Goods is subject to acceptance by the carrier/shipping agent and the relevant port authorities prior to shipment.

m. Storage of Dangerous Goods Containers in the port terminal is strictly subject to approval by Port Terminal. Approval is granted based on Dangerous Goods classification, risk level, and terminal safety capacity.

n. For any matters not specifically covered in this STC, the Standard Trading Conditions of the Federation of Malaysian Freight Forwarders (FMFF) shall apply.

o. The liability of Bersatu towards the Company, if any, for any claim in relation to the above shall not exceed the agreed cap, which shall be the lower of:

   (a) RM0.20 per kg of Goods;
   (b) RM3,000 per occurrence;
   (c) ten (10) times the aggregate value of Fees payable to Bersatu in respect of the Service giving rise to the claim; and
   (d) RM30,000.00 per calendar year.

**2. ROLL ON AND ROLL OFF (RORO)**

a. Electrical items, dangerous and poisonous goods are strictly prohibited to be stored in the vehicle during shipment.

b. The maximum allowed limit of fuel/gasoline/diesel in the vehicle should not exceed 25% of the vehicle fuel capacity during shipment.

c. Marine Insurance Coverage

   Marine insurance coverage ("**Marine Insurance**") shall be a mandatory service to be purchased by the Company from Bersatu. In the event of any claim arising, the Company may only seek recovery for any loss directly from the insurance provider.

   Please take note that, the insurance coverage is limited to total loss of the vehicle only. Any missing items including accessories not permanently attached to the vehicle by manufacturer and/or personal effects, as well as surface damage like scratches, dents are not included in this insurance coverage.

d. The Company or the Customers are not allowed to place personal effects items in vehicle during shipment. Bersatu shall not be held accountable and/or responsible for any losses or damages to personal items placed inside the vehicle.

**3. BARGE, CONVENTIONAL, BREAKBULK**

a. All cargo will be subject to re-measurement at jetty or port before loading. Any measurement dispute will be informed by Bersatu and any increase in Fees or additional expenses to be reimbursed to Bersatu shall be invoiced accordingly.

b. The normal rates quoted are not applicable for hazardous goods, long length, overweight, oversize and over height goods, subject to acceptance from liner operator.

c. The normal rates quoted on goods must be stackable and on-deckable.

d. All Goods must strictly have shipping marks for easy identification and handling of cargo at loading and discharge port.

e. The Company or the shipper must provide a lifting point and a solid base on the machine or Goods for safe and balanced lifting.

f. The liability of Bersatu towards the Company, if any, for any claim in relation to the above shall not exceed the agreed cap, which shall be the lower of:

(a) RM0.20 per kg of Goods;
(b) RM3,000 per occurrence;
(c) ten (10) times the aggregate value of Fees payable to Bersatu in respect of the Service giving rise to the claim; and
(d) RM30,000.00 per calendar year.

**4. SPECIAL EQUIPMENT**

a. Both shipper and consignee are to be responsible for the tarpaulin and ensure it return in good condition to shipping liner. Any damage or loss to the tarpaulin will be bill accordingly to the responsible party.

b. Customer must check reefer cable conditions once container has been received by shipper/ the Company, and immediately report if the cable is found to be damaged or missing.

c. Should shipper, or the Company rollover / cancel any special equipment / reefer container booking after issuance of booking confirmation, there will be a cancellation penalty cost incurred.

d. For any Out of Gauge cargo ("**OOG**") the number of slot kill will be determined by shipping liner or agent.

e. The Company or the shipper must provide a lifting point on the machine or goods for safe and balanced lifting.

f. The liability of Bersatu towards the Company, if any, for any claim in relation to the above shall not exceed the agreed cap, which shall be the lower of:

(a) RM0.20 per kg of Goods;
(b) RM3,000 per occurrence;
(c) ten (10) times the aggregate value of Fees payable to Bersatu in respect of the Service giving rise to the claim; and
(d) RM30,000.00 per calendar year.

**5. COLD TRUCK**

a. The Company shall provide the required cargo temperature and set point at the time of booking. The minimum temperature set point available is -18C. The Company acknowledges that during the loading process, the truck doors will remain open, resulting in the escape of cold air. Therefore, it is not possible for the reefer truck to maintain the required set point temperature during loading. The vehicle shall only depart once the required set point temperature has been achieved.

b. The Company is responsible for ensuring that all products are pre-cooled and maintained at the same temperature as, or lower than, the requested truck set point temperature prior to loading. Failure to do so may affect the truck's ability to achieve and maintain the required temperature.

c. The Company further acknowledges and agrees that the reefer truck is designed solely to maintain the required temperature of the cargo and is not intended to reduce or pull down the temperature of the cargo.

d. Diesel shall be charged at RM2.15 per litre, and any fuel rate changes will be revised and notified to the Company within 1 week from the effective date of such revision.

e. Subject to Maximum Payload Limit:-

- 10 Ton (maximum 10 tons Payload Limit)
- 20 Ton (maximum 20 tons Payload Limit)

f. Overweight Penalties

In the event the order exceeds the truck payload, customer is liable for the penalty and fines from authorities.

g. Bonded Trucking

Bonded Truck surcharge is at 50% of Transport Fee.

h. Chartered Lorry

From 9.00am to 5:00pm and subsequent hours will be charged with additional transport charges accordingly.

i. Waiting Hours

Waiting hours for local delivery will be free for 2 hours combined at loading and unloading point. For Out-stationed delivery, will be free 2 hours at loading and unloading point. Waiting hours charges at RM150.00 per hour part hereof.

j. Contents unchecked

Goods will be delivered with contents unchecked. Bersatu shall not responsible & liable for contents shortage, loss or damaged inside the boxes.

k. Extra Drop Points

Extra drop points will be charged accordingly based on a case-to-case basis.

l. Cancellation Booking

(a) Any cancellation upon truck arrival at shipper premise will be charged at 100% of the transport fee quoted.
(b) Any cancellation due to short notice (Bersatu needs at least 24 hours in advance prior to booking date) otherwise will be charged at 30% of the transport fee quoted.

m. Commodity Allowed

Bersatu accepts food products, medical and Halal products. All products must be packed in cartons, bags, or pallet. All animal products must have health certifications issued by Department of Veterinary Services. Bersatu does not accept pork products, liquor and/or ice cream. The Company shall declare the nature of the Goods to Bersatu and specifically indicate if it falls into any specific category of cargoes or products outlined by Bersatu.

n. The liability of Bersatu towards the Company, if any, for any claim in relation to the above shall not exceed the agreed cap, which shall be the lower of:

(a) RM0.20 per kg of Goods;
(b) RM3,000 per occurrence;
(c) ten (10) times the aggregate value of Fees payable to Bersatu in respect of the Service giving rise to the claim; and
(d) RM30,000.00 per calendar year

**6. HAULAGE**

a. Consignment Note are to be chopped/ signed by the Company/shipper, complete with Name/IC upon arrival of Container at their designated premise. It is mandatory that date and time of delivery are recorded in the Consignment Notes. If the above requirements are not complied with, Bersatu reserve the right to pull back the Container concerned and the costs of rescheduling its delivery will be charged to the Company as if it was a fresh delivery.

b. Shipper/ Consignee are required to return the empty containers within 96 hours. In failing, Bersatu reserves the right to charge the Company trailer detention at RM200.00/ trailer per day after the fourth (4) day onwards.

c. Containers shall be immediately unstuffed for outstation destination (20'ft & 40'ft maximum 2 hours).

d. Shunting service is available upon customers request and limited to Bersatu equipment only. The charge for shunting is RM50.00 per container. The diversion charges will be quoted separately. The customer is responsible for ensuring that the ground for placing the container is stable and solid without no obstruction.

e. The Company shall be responsible at all times to maintain and ensure that the above worksites are accessible and that the ground are in firm and solid condition for smooth and effective operation of vehicles and equipment.

f. If haulage service is required on Sunday or Public Holiday, a surcharge will be imposed for Klang valley trips, RM100.00/per container. Subject to haulier availability and location. Outstation trips are subject to case-to-case basis.

g. Container delivery after office hours or Sunday/ Public Holiday will be accepted by customer without checking until the next Business Day. Any damage The company is to notify Bersatu on the next Business Day.

h. Cancellations or amendments to a Request of Transport **("ROT")** made on, or within 24 hours prior to the requested ROT date shall be subject to applicable charges. In the event the container has already been collected at the time such cancellation or amendment is affected, a futile trip fee shall apply. Where the container has not been collected, 50% of the quoted tariff will be charged.

i. Export container pick-up requests from the customers' premises for haulage must be submitted 72 hours before yard opening. If a request is submitted after this deadline, the haulier will not be held responsible for any SSR, Cancellation Fees, or dead freight charges if the container is not loaded onto the intended vessel.

j. The Company, Shipper and consignee are responsible to provide own labour for loading / unloading.

k. Surcharge (as per condition of tariff) shall be imposed for hazardous goods, direct delivery, overweight, refrigerated goods, out-of-gauge dimension, etc unless specified otherwise.

l. Request of transport **("ROT")** must be complete with supporting documents upon submission of service. Bersatu's liabilities period shall only commence from the date and time when the full and correct information and documents are received, subject to Bersatu's acceptance.

m. Staging and storage at Bersatu Yard can be requested in cases where there is no vessel opening, pending SMK number, rejection from the port or upon customer request and etc, subject to Bersatu yard space availability.

n. For any matters not specifically covered in this STC, the Standard Trading Conditions of the Federation of Association of Malaysian Hauliers **(AMH)** shall apply.

o. The liability of Bersatu towards the Company, if any, for any claim in relation to the above shall not exceed the agreed cap, which shall be the lower of:

(a) RM0.20 per kg of Goods;
(b) RM3,000 per occurrence;
(c) ten (10) times the aggregate value of Fees payable to Bersatu in respect of the Service giving rise to the claim; and
(d) RM30,000.00 per calendar year

**7. TRANSPORT**

a. Waiting hours for local delivery will be free for two (2) hours combined at loading and unloading point. For Out-stationed delivery, will be free 2 hours at loading and unloading point. Waiting hours charges at RM150.00 per hour part hereof.

b. Diesel shall be charged at RM2.15 per litre, and any fuel rate changes will be revised and notified to the Company within 1 week from the effective date of such revision.

c. Extra Drop Points:

Extra drop points will be charged accordingly based on a case-to-case basis.

d. Subject to Maximum Payload Limit:-

(a) 10 Ton (maximum 10 tons Payload Limit)
(b) 20 Ton (maximum 20 tons Payload Limit)

e. Overweight Penalties

In the event the order exceeds the truck payload, customer is liable for the penalty and fines.

f. Dangerous Goods

(a) The Company is required to provide pre-alert notice of Dangerous Goods cargo during booking.
(b) Transport fees and other rates quoted are for general cargoes only, requests for Dangerous Goods shall be considered and processed by Bersatu on a case to case basis.

g. Bonded truck

Bonded truck surcharge at 50% of transport fee

h. Contents unchecked

Goods will be delivered with contents unchecked. Bersatu shall not responsible & liable for contents shortage, loss or damaged inside the boxes.

i. Labour for loading/unloading and overtime

Manpower and equipment for loading cargoes / goods onto the trucks are not provided. Labour fee at RM150.00 per person (if required) minimum 2 person.

j. Cancellation booking:

(a) Any cancellation upon truck arrival at shipper premise will be charged at 100% of the transport fee quoted
(b) Any cancellation due to short notice (Bersatu needs at least 24 hours in advance prior to booking date) otherwise will be charged at 30% of the transport fee quoted.

k. Staging of Cargo at Bersatu Compound

Staging will be charged at 50% of transport fee if failing to unload the cargo at destination due to any reason beyond transporter control (including weather) or delay on loading at customer's warehouse.

l. Bersatu shall not provide any insurance coverage to cover any loss or damage that might arise to the cargoes while cargoes are staging at Bersatu compound and the Company shall only deal with their own insurer solely for recovery of losses or damage to the cargoes, if any.

m. If the cargo is OOG, Bersatu will require a clearance and letter of indemnity from the Company that the cargoes can be carried in and out of the designated sites, and on the roads, over the bridges and flyovers throughout the scheduled route without and the Company shall indemnify Bersatu for any losses or damage suffered due to the dealing and delivery of such OOG cargo.

n. The liability of Bersatu towards the Company, if any, for any claim in relation to the above shall not exceed the agreed cap, which shall be the lower of:

(a) RM0.20 per kg of Goods;
(b) RM3,000 per occurrence;
(c) ten (10) times the aggregate value of Fees payable to Bersatu in respect of the Service giving rise to the claim; and
(d) RM30,000.00 per calendar year

**8. LESS THAN CONTAINER LOAD (LCL)**

**LCL Export to East Malaysia**

a. Dangerous Goods Shipment:

(a) Dangerous Goods booking is subject to liner approval and acceptance by shipping liner.
(b) Dangerous Goods must be attached with complete Safety Data Sheet ("SDS") at packaging.
(c) SDS is required and must contain all sections from 1 to 16.
(d) SDS must be valid for at least 5 years.
(e) Dangerous Goods must be shipped in proper packing (e.g. palletized, crating and shrink wrapped). Extra packing cost will incur if cargo is not palletized, crated and shrink wrapped.
(f) Dangerous Goods that has no labelling / marking at packaging, shall also be denied from loading into Container.

(g) Any cargo exceeding 15 ft -20 ft in length, 5 ft in height, or 2 tons per pallet will incur additional charges.

b. The above freight excludes insurance and shall be calculated based on the greater or either actual weight or volumetric measurement (CBM). All measurements will be based strictly on Bersatu's assessment at the time of receiving the cargo. Bersatu's measurement shall be final and binding for billing purposes.

c. Destination door delivery charges for all ports is covered within 8km except for Labuan and Sandakan, which is within 5km from Bersatu agent's warehouse. Destination door delivery charges are quoted to ground floor lorry drop off point only with contents unchecked. Lifting, positioning, unpacking charges and disposal are excluded. Any additional request will be charged separately based on a case-to-case basis.

d. Collection point will follow the appropriate address in the quotation. Any changes in the collection point or increased of volume on the booking collection must be notified to Bersatu's Customer Service/ Transport Pick Up Department. This must be done at least 24hours before cargo collection.

e. The standard timeline for Bersatu's console cargo collection is within 48 working hours from the requested collection date. Customers are encouraged to plan their collection accordingly to ensure timely cargo collection and stuffing into the booked vessel.

f. Cancellation of collection(s) must be notified a day before the cargo collection. Local: insufficient (less than 24 hours) notice given will be subject to cancellation fees of RM100.00/trip and full futile trip charges if trucks has departed from Bersatu and/or reached customer premise. Outstation: Insufficient (less than 24 hours) notice given will be subject to cancellation fees of 50% quoted rates and full futile trip charges if trucks has departed from Bersatu and/or reached customer premise.

g. Manpower and equipment for loading cargoes/ goods onto the trucks are not provided. Delays in loading/unloading will be subjected to waiting hour charges at RM100.00/hour. Bersatu will only provide one (1) free hour combined at loading/unloading of cargo.

h. Shipper must provide accurate measurement(s) for all their shipment(s) in order to avoid their shipment(s) encountering problems leading to rollover/shutout of the shipment. Kindly ensure to inform the shipper that their D/O must indicate the shipping marks, consignee name and address in full, total packages and description of goods clearly. On the cargo, Bersatu will require the shipper to remark the consignee's name, port of discharge and sender's detail for easy identification. In the event that the above has been

failed to be complied, Bersatu will charge a handling fee; the amount is subjected to a case-to-case basis as double handling is involved due to insufficient information provided. In the event that storage due to the above exceeds three (3) days, storage charges will be imposed at RM15.00 per M3/MT per week, with a minimum RM200.00 per shipment.

i. Compliance steps to fulfil the requirements of International Standards for Phytosanitary Measures No. 15 and fumigation is required for all Wooden Packing Materials, a copy of the Fumigation Certificate must be provided by the shipper along with the cargo if individual arrangements have been made. Failure to provide such information and the subsequent delays and charges resulting from this (if any) shall be borne by the Company.

j. Cargo Packing and Risk Acknowledgement:

   All cargo must be properly packed and sea-worthy, suitable for export, and able to withstand the rigours of transit and stacking -especially for console shipments. The Company acknowledge that cargo in console Containers may be subject to stacking and movement. Bersatu shall not be held liable for any damage resulting from these conditions, unless proven to have arisen due to Bersatu's gross negligence or wilful misconduct.

k. Customers are responsible for ensuring that all information in the Commercial Invoice and Packing List **("CIPL")** is accurate and are provided to Bersatu at the time of booking for further checking on custom/authorities regulation (before cargo collection or delivery). Customers must verify and obtain all necessary regulatory permits and documentation (e.g., Notification of Registration **("NOT"),** veterinary permits, import permits, Phytosanitary certificates, etc.) prior to booking. Bersatu shall not be liable for any additional costs incurred due to non-compliance, including but not limited to incorrect declaration, customs inspections, fines, detention and demurrage **("D&D"),** warehouse or port storage, and handling charges, all of which will be borne by the Company.

l. For any shipment requiring special/ separate declarations, please contact Bersatu for advice and fees. Failing which, all declarations will be consolidated into a single declaration under Bersatu's.

m. All claims for damage or loss must be clearly remarked on Bersatu Delivery Order (DO) and submitted to Bersatu within 48 hours from the date of delivery. Otherwise, the cargo will be deemed delivered in good order and no further claims will be accepted.

n. Please be advised that all cargo transported as part of the Services must be covered under a valid Marine Cargo Insurance policy obtained by the Company, which includes explicit coverage for General Average (GA).

o. Bersatu shall not be held liable for any loss, damage, or claims arising during transit, including, but not limited to, any contributions required under General Average if declared by the carrier.

p. Insurance (if instructed to be arranged by Bersatu) shall commence from the time the cargo is received until the agreed final destination and/or the time that the consignee collects the cargo at Bersatu agent's warehouse, whichever is earlier. Documents should be chopped and signed by the consignee or appointed receiver and marine insurance tenure is consider ended. For any delay of collection exceeding five (5) Business Days from the Container being unstuffed, marine insurance shall cease and considered ended.

q. Any amendment of Bill of Lading after confirmation from the Company will subject to BL amendment fees.

r. Settlement of Claims from Insurance:

   For Sum Insured not in accordance to the shipping invoice, compensation will be paid on the general average value or market value of the product whichever is lower. Therefore, it is the shipper's responsibility to undertake the risk when they opt for this arrangement and shall not hold Bersatu liable for any insufficient/ un-agreed compensation value.

   Each claim is subject to Excess fees of RM100.00 and 1.5% and a minimum of RM50.00 Admin Fee on Nett Payable (before Excess Fee). These changes may be subject to change without any pre-alerts.

s. Bersatu's liability for any single claim, shipment, or occurrence of damage or loss shall be limited to RM200.00 only, regardless of cargo value or extent of damage. The total cumulative liability for all claims arising within a calendar year shall be capped at RM1,000.00. No consequential, indirect, or special losses will be entertained.

t. For Cash payment terms, cargo will only be released upon payment received. For payments made by cheque, please ensure to make payment minimum three (3) working days before vessel arrival to avoid storage, port charges etc. Cargo will be released upon cheque clearance. You are encouraged to make payments through Internet Bank Transfer to Bersatu accounts to avoid delays in cheque clearances.

**LCL Export to Muara, Brunei**

a. All local service is subject to SST (6%) and local duty except for Ocean Freight, Bunker and Destination Clearance will be at Zero Rated.

b. Door clearance charges excludes: Storage, Custom Duty, Brunei taxes, Application for License, Permit, Port Storage, Handling and etc. (if any), will be bill to the Company accordingly.

c. Any cargo requiring Import License, the Company, Shipper/ Consignee shall ensure that relevant approval, license or certificate from Brunei must be available before shipment. Bersatu shall not be responsible to advice and be aware of such requirement.

d. Additional clearance period (estimated 5 days) will be required on edible item involving pharmacy like medicine, vitamins, jam & etc. which requires Brunei Ministry of Health (MOH) / Pharmacy Department special clearance. Please note that storage charges will be incurred.

e. For deliveries on a Duty Delivered Paid (DDP) basis to Port Klang, all interbank or remittance charges shall be borne by the Company.

f. Shipments will be declared on a general basis and may not specified according to customer invoice. Please highlight to our customer service should the shipment require any duty claims or re-importation into Malaysia.

g. Please ensure the consignee of the shipment has registered with e-custom with Royal Custom prior shipment.

**LCL Import to Peninsular**

a. Sea freight charges quoted are up to Port Klang only. Any delivery arrangement will be subject to additional lorry hire charges, limited to ground floor doorstep delivery. Cargo will be delivered on an "as-is" basis with contents unchecked. Lifting, hoisting, positioning, unpacking, and internal handling are strictly excluded. Any additional services requested shall be subject to separate charges on a case-by-case basis.

b. Collection charges are subject to case-by-case assessment, depending on pick-up location, cargo volume, and accessibility. All booking details (location, quantity, and cargo description) must be confirmed at the time of booking. Any increase in volume or change in details must be notified to Bersatu Customer Service / Pick-Up Department at least one (1) working day prior to the scheduled pick-up. Failing which, additional charges and/or rescheduling will apply.

c. The frequency and scheduling of return cargo shipments are subject to cargo volume consolidation and operational planning. Bersatu reserves the right to adjust sailing schedules accordingly.

d. All cargo must be properly packed and suitable for sea transportation. Bersatu reserves the right to reject cargo deemed inadequately packed or unsafe for handling and transit. The customer shall be fully responsible for any damage caused by insufficient or improper packing, including damage to other cargo within the same consolidation.

e. Free storage at Port Klang Warehouse is limited to three (3) working days from the date of cargo arrival at warehouse. Storage charges will be imposed thereafter until cargo is collected.

f. For self-collection, customers are required to notify Bersatu Customer Service at least one (1) working day in advance, providing full truck and driver details. The appointed driver must present a valid company authorization and company stamp (chop) upon collection.

g. Bersatu shall not be liable for any loss, damage, delay, or expense arising during transit, including but not limited force majeure, port congestion, customs delays, or carrier-related issues.

h. Bersatu reserves the right to decline or hold any shipment without liability if the required documentation, insurance coverage, or compliance requirements are not fulfilled prior to shipment.

**9.WAREHOUSE**

a. Scope of Warehouse Services

Bersatu shall provide warehouse services to the Customer which may include storage, handling, stuffing and unstuffing, container monitoring, tally services, documentation processing, and other related logistics services as may be required from time to time. All services shall be performed in accordance with the terms and conditions set out in this STC. The applicable service charges shall be set out in the Service Order attached to this STC.

b. Storage Services

(a) Non-Bonded Storage

Storage services for non-bonded cargo shall be calculated based on the applicable measurement units determined by the Bersatu, including per pallet, cubic meter (M3), Metric tonne (MT), or square feet, whichever is higher. Storage services shall be charged per calendar month or part thereof basis. A minimum charge per consignment per calendar month or part thereof shall apply.

(b) Bonded Storage

Storage services for bonded cargo shall be calculated based on per pallet, cubic meter (M3), Metric tonne (MT), or square feet, whichever is higher. Storage services shall be charged per calendar month or part thereof basis. A minimum charge per consignment or allotment per calendar month or part thereof shall apply.

The height and stacking of cargo shall depend on the nature of the packaging. In the absence of specific instructions regarding stacking, the method and condition of stacking shall be determined at the sole discretion of Bersatu.

Customer will indemnify Bersatu from any claims due to damages occurring during storage in the absence of specific storage instructions.

No firearms, ammunition, explosives, or any dangerous, hazardous, or corrosive cargo shall be delivered to the warehouse for storage.

Billing shall be based on the Bersatu's final measurement of SQFT, M3, MT or pallet quantity, which shall be deemed final and binding. In the event of any dispute regarding measurement, the Customer must notify Bersatu within forty-eight (48) hours upon receipt of the Goods Received Advice (GRA). Failing which, the measurement shall be deemed accurate and shall not be subject to revision.

c. Handling (Inbound and Outbound)

Handling charges shall be calculated based on cubic meter (M3), metric tonne (MT) or number of pallets, whichever is higher, and shall cover both inbound and outbound handling of cargo. A minimum handling charge per consignment shall apply.

(a) The service provider's forklift capacity is limited to handling cargo with a gross weight below two (2) tonnes per package.
(b) Cargo with dimensions more than 1.6m and heavier than 2ton up to 4ton per package shall be charged double.

(c) Cargo with dimensions more than 1.6m and heavier than 4tons and up to 6tons per package will be charged triple.
(d) Cargo with dimensions more than 1.6m and heavier than 6 tons per package shall be charged triple and subject to heavy equipment charges.
(e) Direct loading from Container to truck shall still be subject to applicable handling and unstuffing charges.

d. Container Handling

(a) Stuffing and Unstuffing

Stuffing and unstuffing services shall apply to Full Container Load (FCL) cargo and shall be carried out based on the Container size and type of cargo.

(b) Container Monitoring
All Containers entering the service provider's warehouse shall be subject to Container monitoring procedures and applicable charges.

Container acceptance hours shall be from 8:00 AM to 10.00PM, unless otherwise agreed in writing.

The Customer shall provide a minimum of three (3) business day prior notice before the Container arrival date.

e. Truck Handling for LCL Cargo

Loading and unloading services for Less than Container Load (LCL) cargo delivered/collected by truck shall be provided by the service provider.

Applicable charges shall be determined based on the truck tonnage category as specified in the Schedule of Rates.

f. Documentation and Processing Services

Bersatu may provide documentation and processing services including but not limited to:

(c) Goods Receipt Note (GRN) processing
(d) Delivery Order (D/O) processing
(e) Tally services

Applicable charges for these services shall be specified in the Schedule of Rates.

g. Bonded Warehouse Service Fees

For bonded warehouse services, service fees may be charged based on the declared Cost, Insurance, Freight **("CIF")** value as stated in the relevant K8 customs documentation or based on the stock value of the goods stored.

The computation shall be based on the value of the cargo balance recorded on the first day of each calendar month, based on a reducing monthly basis.

h. Warehouse Management System (WMS)

Where applicable, the Customer shall be subject to a monthly Warehouse Management System (WMS) recovery cost for the use of the warehouse management system and related operational support.

i. Payment on Behalf

In the event Bersatu elects, at its sole discretion, to make any payment to Royal Malaysian Customs Department ("**JKDM**") on behalf of the Customer in order to avoid suspension, revocation, or disruption of its bonded warehouse licence, Bersatu shall be entitled to recover from the Customer the full amount so paid, together with an administrative fee of up to ten percent (10%) of the total amount paid, to cover Bersatu's handling, processing, and risk exposure.

j. Undertaking to Make Payment

The Customer hereby undertakes to pay Bersatu, on demand and without set-off or deduction, all sums paid or payable by Bersatu to JKDM in respect of the Goods, including any Bill of Demand (BOD), duty, tax, fine, or penalty, together with (a) any administrative fee imposed by Bersatu (up to ten percent 10% of the total liability); and (b) any costs or charges reasonably incurred by Bersatu in attending to the matter.

The Customer further undertakes to pay Bersatu within fourteen (14) days from the date of the written demand by Bersatu. In the event of default, the Customer agrees that Bersatu shall be entitled to (a) exercise a lien over the Goods and/or any part thereof, stored and/or in possession of Bersatu; (b) suspend and/or withhold the release of Goods; (c) suspend its services; and/or (d) recover all outstanding sums as a civil debt due and owing to Bersatu.

k. Additional Services

Bersatu may provide additional services upon request by the Customer, including but not limited to:

(a) Empty pallet supply
(b) Shrink wrapping services
(c) Palletization services
(d) Labour support services
(e) Lashing/Choking services
(f) Fumigation services
(g) Container Surveyor services

All additional services shall be subject to applicable charges as specified in the Schedule of Rates.

l. Staff Overtime

**Non-Bonded and Bonded Warehouse**

(a) Overtime for non-bonded warehouse shall apply to work performed beyond standard working hours, with a minimum manpower and duration requirement as determined by Bersatu.
(b) Overtime rates for Saturdays, Sundays, and Public Holidays shall apply as per the Bersatu's policies. Bersatu reserves the right to keep overtime work to a minimum.
(c) Any overtime performed between 10:00 PM and 6:00 AM shall be subject to additional rates as determined by the Bersatu.
(d) All overtime requests must be submitted before 12:00 PM on the day of the activity, accompanied by complete supporting documents. Same-day requests shall be subject to the approval of Bersatu.

m. Terms & Conditions

(a) Insurance

The Customer shall ensure that all cargo stored or handled by Bersatu is fully insured for its full insurable value against all risks during storage, handling, loading, unloading, and transportation.

Bersatu shall not be liable for any loss arising from under-declared cargo value, expired stock, market price differences, exchange rate fluctuations, or any consequential losses.

(b) Stock Management

Bersatu may provide stock reports on a monthly basis or upon request. All information provided by the Customer or forwarding agent shall be deemed accurate and will be recorded accordingly.

(c) Inventory Reconciliation and Stock Variance

Stock records maintained by Bersatu are based on information, documentation, declarations, quantities, and descriptions supplied by the Customer and/or its agents.

Any discrepancy identified during cycle counts, sample counts, location checks, inventory audits, system reconciliation exercises, or partial stock counts shall not constitute evidence of actual loss, shortage, or negligence on the part of Bersatu.

Any claim relating to stock discrepancy shall only be considered where a complete wall-to-wall physical stock take is jointly conducted and witnessed by both Bersatu and the Customer.

Inventory variances arising from supplier shortages, manufacturing discrepancies, packaging differences, counting methodologies, pallet conversions, documentation inaccuracies, damaged packaging, handling activities, or system adjustments shall not automatically constitute a compensable loss.

Any inventory variance not exceeding 5% of the Customer's annual throughput volume or annual inventory value shall be deemed operationally acceptable and shall not give rise to any claim against Bersatu.

(d) Security

The warehouse is protected by a professional security service. However, Bersatu shall not be responsible for any loss or damage beyond its reasonable control.

(e) Special Conditions for Storage of Raw Ingredients and Food-Grade Materials

(i) Scope of Application

These special Conditions apply to all raw ingredients and food-grade materials stored at the Bersatu's warehouse, including but not limited to powders, starches, maltodextrin, grains, additives, and similar commodities ("Goods").

(ii) Intended Storage Duration

Bersatu's warehouse is intended for short-term storage of such Goods only. As a matter of best practice, The Company is required to ensure that all raw ingredients are cleared within thirty (30) days from the date of receipt. Prolonged storage significantly increases the risk of pest infestation, contamination, and product deterioration.

(iii) Extended Storage at Company's Risk

Any storage of raw ingredients beyond thirty (30) days shall be strictly at the Company's own risk. Bersatu shall not be liable for any loss, damage, infestation, spoilage, quality degradation, caking, weight variation, or deterioration arising from extended storage duration.

(iv) Packaging & Delivery Condition
All Goods must be delivered in properly sealed, intact, and pest-resistant packaging suitable for warehouse storage. Bersatu shall not be responsible for any infestation, contamination, or damage resulting from defective, compromised, or inadequate packaging.

(v) Pre-Existing Condition Disclaimer

Bersatu shall not be held responsible for any infestation, contamination, or defects that is later determined to have originated from the Goods themselves or from conditions existing prior to delivery into the warehouse.

(vi) Warehouse Environment Acknowledgement

The Company acknowledges that while Bersatu maintains standard cleanliness, hygiene, and pest control measures, the warehouse is not a controlled environment or food manufacturing facility. Accordingly, Bersatu does not guarantee pest-free conditions for prolonged storage of raw ingredients.

(vii) Preventive and Remedial Actions

Where Bersatu reasonably determines that any Goods pose a risk of infestation, contamination, or cross-contamination, Bersatu reserves the right, at the Company's cost, to:

- require immediate clearance or removal of the Goods.
- segregate the Goods.
- carry out fumigation, treatment, or preventive measures; and/or
- dispose of the Goods where necessary to protect the warehouse and other stored cargo.

Such actions shall not constitute a breach of contract or give rise to any claim against the Bersatu.

(viii) Cross-Contamination Disclaimer

Bersatu shall not be liable for any indirect loss or cross-contamination affecting other

goods arising from the storage of the Company's raw ingredients, particularly where such risk is linked to extended storage or inherent product characteristics.

(ix) Right of Refusal

Bersatu reserves the right to refuse acceptance of any raw ingredients that are improperly packed, show visible signs of infestation, emit odours, leak, or are otherwise deemed unsuitable for storage under standard warehouse conditions.

(x) Company Indemnity

The Company shall indemnify and hold Bersatu harmless against all claims, losses, damages, penalties, costs, and expenses arising from infestation, contamination, regulatory action, or third-party claims attributable to the Company's raw ingredients or failure to comply with these Special Conditions.

(xi) Prevailing Clause

In the event of any inconsistency or conflict between these Special Conditions and the terms of this STC and/or any Service Order, these Special Conditions shall prevail in respect of raw ingredients and food-grade materials, to the extent of such inconsistency.

(f) Notice of Claim

Any claim for loss or damage must be submitted in writing with supporting documents within **forty-eight (48) hours** from the date of receipt of the goods. Failure to comply may result in the claim being rejected.

(g) Quotation Validity

All quotations are valid for one (1) month from the date of issuance unless otherwise stated. Customer is to return the chopped and signed copy of the quotation within one (1) month for the rates to be honoured.

Bersatu reserves the right to revise rates with prior written notice based on prevailing market conditions.

(h) Warehouse Location

Goods received for storage may be placed at any warehouse facility appointed by Bersatu. The Customer shall ensure that insurance coverage includes the warehouse location.

(i) Collection and Release of Goods

Release of goods shall only be made upon written instruction from the Customer specifying transporter details, including vehicle number, driver name, identification number, and collection date. The driver must present the necessary authorization documents during collection.

(j) Final Withdrawal of Goods

Final delivery or withdrawal of goods shall be subject to full settlement of all outstanding invoices.

(k) Application of Storage / Handling / Service Fees (Bonded)

Where the measurement (in cubic meters) and/or value of each type of packing or individual unit can be ascertained from the Customs declaration or packing list, the measurement/value of each packing unit shall be based on the relevant Customs declaration or packing list.

If such information is unavailable, impractical, or disputed, Bersatu's measuring tools shall be used to determine the measurement/value of each package/unit. The Customer may attend Bersatu's premises to witness the measurement and confirm stock value for fee calculation and insurance declaration purposes.

(l) Termination of Storage

(i) Minimum Contractual Commitment / Minimum Commitment

The Customer acknowledges and agrees that the warehousing services are provided on the basis of a minimum contractual tenure of three (3) years from the commencement date of the Agreement ("Contract Period").

(ii) Early Termination / Reduction of Space

In the event the Customer:

- terminates the storage services in whole or in part; or
- reduces the allocated storage space;

prior to the expiry of the Contract Period, such action shall be deemed an early or partial termination.

(iii) Early termination Charges

Where early or partial termination occurs, the Company shall be liable to pay Bersatu liquidated damages, calculated as follows:

The average monthly revenue billed to the Customer over the preceding six (6) months, multiplied by the remaining unexpired period of the Contract Period ("Unexpired Tenure").

For the avoidance of doubt:

"Average monthly revenue" shall include all storage, handling, and related service charges billed under this STC;

The Unexpired Tenure shall be calculated from the effective date of termination or reduction to the end of the Contract Period.

(m) Minimum Recovery

Where six (6) months of billing history is not available, Bersatu reserves the right to determine the average monthly revenue based on:

- projected volume; or
- agreed minimum monthly commitment;

whichever is higher.

(n) No Set Off

All termination charges shall be payable in full and shall not be subject to any set-off, deduction, or counterclaim.

(o) Survival

This Clause shall survive termination or expiry of the Agreement for any reason.

n. Contract of Storage

The attached contract of storage forms part of the Terms and Conditions.

Acceptance of cargo for storage and handling is subject to Bersatu's management approval.

The Customer shall provide Bersatu with all necessary cargo documentation (packing lists, pictures, etc.) prior to arrival.

Dangerous, hazardous, or perishable cargo is not allowed without prior written consent from Bersatu. Cargo will only be accepted once the quotation is signed and returned to Bersatu.

o. Bonded Storage – Compliance to Customs Terms and Conditions

Pursuant to Malaysian Customs regulations, bonded goods may be stored in a Public Bonded Warehouse for a maximum of two (2) years from the date of import. The date of import shall be taken from the first incoming date on the Customs K8 form into the country.

Upon expiry, the Customer must pay all applicable customs duties and GST or apply to Customs for an extension at least sixty (60) days prior to the expiry.

Deteriorated, spoiled, or expired bonded goods must be removed before the expiry date. The Customer agrees to indemnify Bersatu against any penalties, fines, duties, costs, claims, or demands arising from non-compliance.

If the Customer fails to comply, Bersatu shall issue written notice requiring rectification within fourteen (14) days. Failure to comply authorizes Bersatu to sell, dispose of, or demand removal of the goods on terms deemed fit, at the Customer's cost. Notices may be sent by post to the Customer's or forwarding agent's last known address, or left at such address, and shall be deemed received in due course.

p. Special conditions for Bonded Warehouse – Non Resident Entities

(a) Customs Approval Requirement

For non-resident customers, all goods intended for storage in the bonded warehouse shall be subject to prior approval from the relevant Malaysian Customs authorities.

The Company shall be solely responsible to apply for and obtain such approval before any cargo is delivered into the bonded warehouse. Bersatu shall have no obligation to accept or store any goods without valid Customs approval.

(b) Renewal of Customs Approval

The Company shall ensure that all required Customs approvals remain valid throughout the storage period.

The Company must initiate the renewal process with the Customs authorities at least three (3) months prior to the expiry of the existing approval.

Failure to maintain a valid approval shall constitute a material breach of this STC.

(c) Lapse of Customs Approval and Liability

In the event the Company's Customs approval expires, lapses, or is revoked for any reason:

(a) The relevant Customs fine shall have the right to issue a Bill of Demand (BOD) for duties, taxes (including SST), penalties, or any other charges;
(b) The Company shall be fully liable for all such payments without dispute; and
(c) The Company shall indemnify and hold harmless Bersatu against any and all liabilities, losses, damages, penalties, claims, costs, or expenses arising from or in connection with such lapse.

(d) Recovery of Customs Dues

The Company agrees that Bersatu, in its capacity as the bonded warehouse operator, shall have the right (but not the obligation) to:

(i) collect any outstanding duties, taxes, penalties, or charges on behalf of the Customs authorities; and/or
(ii) recover such amounts directly from the Company, including by way of set-off against any monies, deposits, or sums held by Bersatu.

(e) Security Deposit Requirement

Prior to the commencement of any bonded storage services, the Company shall place a refundable safety deposit with Bersatu in an amount to be determined by Bersatu at its sole discretion.

Bersatu shall have the right to utilize or set-off such deposit against:

(i) any unpaid service fees;
(ii) any Customs duties, taxes (including SST), penalties, or charges; and/or
(iii) any losses or liabilities incurred by Bersatu arising from the Company's non-compliance with Customs regulations or this STC.

The Customer shall, upon written demand, promptly top up the deposit to the required level. Failure to do so shall entitle Bersatu to suspend services without liability.

(f) Right to Suspend or Reject Cargo

Bersatu reserves the right to suspend storage services, refuse acceptance of cargo, or require immediate removal of goods where:

(i) Customs approval is not obtained, expired, or under dispute; or

(ii) the Company fails to comply with any regulatory or contractual obligations relating to bonded storage.

All costs and risks arising from such suspension or removal shall be borne solely by the Company.

q. Implied Rejection

If cargo is sent to Bersatu's warehouse and the Customer has not returned a signed acceptance of the Service Order, Bersatu may, at its sole discretion, reject the cargo unless the quotation is duly signed and returned.

Bersatu reserves the right to reject any cargo at any time and shall not be liable for any claims, charges, or costs incurred by the Customer or any third party. Ancillary matters may be discussed separately.

r. Sales & Service Tax (SST)

All warehouse services, including storage, shall be subject to Sales and Service Tax (SST) at the prevailing rate in accordance with Malaysian tax regulations, or such rate as may be imposed or revised by the relevant authorities from time to time.

s. Contract of Storage

(a) The owners or agents forwarding goods for storage (hereinafter referred to as "the Depositor(s)") declare that they are either the owners or the authorized agents of the owners of the goods. By forwarding the goods for storage, they accept these terms for themselves and all other parties on whose behalf they act, or who may in any way be concerned with the said goods.

(b) Goods received for storage are not insured by Bersatu and remain entirely at the risk of the Depositors. Upon written request, Bersatu may arrange insurance on behalf of the Depositors, provided that the premium is paid or agreed to be paid by the Depositors. Bersatu shall not be liable for any loss, damage, or destruction unless due to its negligence or willful default, and the burden of proving such negligence lies with the Depositors. All insurance policies must include Bersatu as an additional insured party and contain a waiver of subrogation clause.

(c) Bersatu shall not be responsible for any loss or damage to goods during transit from the collection point to Bersatu's warehouse, or from Bersatu's warehouse to any designated consignee, including accidents, hijacking, or armed robbery. The Customer remains responsible for insurance coverage during transit, unless otherwise instructed in writing, in which case insurance costs shall be charged separately.

(d) Bersatu shall not be responsible for the condition, content, or any loss of weight, or any damage to goods caused by dampness, termites, burglary, theft, Acts of God, hostilities, strikes, riots, civil commotion, climatic effects, floods, temperature fluctuations, fire, lightning, earthquakes, explosions, vermin, insufficient packing, defective packages, or any circumstances beyond its control. Bersatu reserves the right to move goods to any part of its warehouse as deemed necessary.

(e) Goods shall be stored as delivered unless the Depositor provides specific storage instructions. The Depositor must notify Bersatu of any goods requiring special care, providing accurate descriptions and all precautions. Any additional expenses incurred for special storage methods shall be borne by the Depositor. Failing such notification, Bersatu shall not be liable for deterioration, loss, or damage.

(f) Bersatu reserves the right to reject goods that are improperly packed or to re-pack them as deemed necessary. All associated costs shall be borne by the Depositor.

(g) Bersatu may refuse delivery to any person unless all due warehousing charges and other sums owed to Bersatu are paid. Delivery orders must be provided in writing, signed by the Depositor, and clearly specifying the goods and authorized recipients. Transfer of a Warehouse Warrant does not secure goods to a transferee unless recorded in Bersatu's books by an officer of Bersatu.

(h) All delivery orders must be issued in English or Bahasa Malaysia. Bersatu may refuse to act upon orders in other languages and is not responsible for the correctness of Chinese characters or company chops. The person presenting the delivery order is deemed authorized to receive the goods.

(i) Goods stored in Bersatu's warehouse are subject to a general lien for all due charges. If any charges remain unpaid for three (3) months, Bersatu may, without further notice, dispose of any goods, breaking open packages, if necessary, without liability for unavoidable damage. The method of disposal is at Bersatu's sole discretion.

(j) Bersatu shall dispose of goods at its best judgment of value. Depositors may not dispute the disposal value. All disposal costs shall be charged to the Depositor.

(k) All warehousing charges are payable within the agreed credit term from the date of Bersatu's invoice, including any additional charges.

(l) No explosives or dangerous articles may be deposited without Bersatu's prior knowledge and consent. Any such articles may be disposed of or sold at Bersatu's discretion.

(m) Depositors must keep Bersatu informed of their current address. Any notice sent by Bersatu to the last known address shall be deemed properly delivered.

(n) Warehousing charges do not include the cost of packing or transportation to or from the warehouse.

(o) The liability of Bersatu towards the Company, if any, shall not exceed RM200.00 per article, or package, maximum of RM10,000.00 per occurrence, and the total cumulative liability for all claims arising within a calendar year shall be capped at RM50,000.00

(p) The Depositor shall indemnify and keep indemnified Bersatu against all claims, demands, actions, proceedings, damages, costs, and losses connected with loss of life, personal injury, or goods in the warehouse or during the Depositor's use of the premises, however caused.

**10. AIR CARRIAGE**

a. For avoidance of doubt, in respect of air carriage, Bersatu contracts as agent procuring carriage by a third-party air carrier and not as carrier itself. The

general airfreight rates are only valid for non-hazardous shipments.

b. The general airfreight rates are not applicable to perishable cargo, restricted goods, oversize cargo, live animals, valuable cargo & vulnerable cargo. Rates for such cargo will be provided upon request.

c. The airfreight rates quoted are subject to change without prior notice, due to carrier rate adjustments.

d. Airfreight charges will be based on chargeable weight per airwaybill (AWB). The chargeable weight will be calculated based on either the volumetric or the gross weight, whichever is higher. Length x Width x Height in cm/6000 = Volumetric Weight.

e. Bersatu shall not be responsible for any loss or damaged due to insufficient packing. Good received by Bersatu content unchecked. It is on good faith that shipper packed and count the quantity is correct before export. It is the responsible of the shipper to ensure sufficient security is in place in their packing to avoid tamper or damages to its cargo. Bersatu shall not be liable for any losses attributed by 3rd party.

f. Goods delivery with contents unchecked. Bersatu shall not responsible & liable for contents shortage, loss or damaged inside the boxes.

g. The liability of Bersatu towards the Company, if any, for any claim in relation to the above shall not exceed RM0.20 per kg of Goods and RM30,000.00 per year;

**11. MISCELLANEOUS**

a. Save for Section 6 (Haulage) of this Schedule 1, for any operational matters not specifically expressed in the STC and this Schedule 1, the Standard Trading Conditions of the Federation of Malaysian Freight Forwarders Association shall apply.

*(the rest of this page is intentionally omitted)*

## SCHEDULE 2

## RESTRICTED GOODS

1. Nuclear and radioactive goods.
2. Firearms and other explosive or flammable cargoes.
3. Dangerous Goods.
4. Antiques, work of art, precious stones, jewellery, gold and minerals, branded watches.
5. Livestock or bloodstock.
6. Handphones and other mobile or telecommunication products.
7. Cigarettes.
8. Bulk cargoes.
9. Breakable items such as mirrors, chinaware, crockery, porcelain, sanitary ware, clay products, tiles and marble.
10. Hazardous chemicals.
11. Seafood products.
12. Fish catch.
13. Animal foodstuff (loose).
14. Precision tools, sophisticated machineries, prototype machineries.
15. Controlled goods, the import, export and/or handling of which is regulated and controlled by specific laws, including but not limited to the Strategic Trade Act 2010 and the Control of Supplies Act 1961.

*(the rest of this page is intentionally omitted)*

**SCHEDULE 3**

**PROHIBITED GOODS**

1. Sanctioned Goods.
2. Cash, negotiable instruments, currency notes, gold bars, precious metals.
3. Human remains or body parts.
4. Pornographic or obscene materials.
5. Stolen goods or illegal products.

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