

STANDARD TRADING CONDITIONS

DEFINITIONS

1. In these Conditions "Company" means Asia Shipping Pte Ltd trading as "the Owners" means the owners of the goods (including any packaging containers or equipment) to which any business transacted under these conditions relates and any other person who is or may become interested in them whether by assignment or otherwise. "Customers" means any person at whose request or on whose behalf the Company undertakes any business or provides advice information or services.

GENERAL CONDITIONS

2. (i) All and any business undertaken, including any advice, information or service provided whether gratuitously or otherwise is transacted subject to the Conditions hereinafter set out and each Condition shall be deemed to be incorporated in and to be a Condition of any agreement between the Company and its Customers. The Company is not a common carrier and only deals with goods subject to these Conditions. No agent or employee of the Company has the Company's authority to alter or vary these Conditions.
- (ii) If any legislation is compulsorily applicable to any business undertaken, these Conditions shall as regards such business be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be void to that extent but no further.

3. CUSTOMERS' WARRANTY ON OWNERSHIP

Customers entering into transactions of any kind with the Company expressly warrant that they are either the owners or the authorised agents of the owners of any goods to which the transaction relates and further warrant that they are authorised to accept and are accepting these Conditions not only for themselves but also as agents for or on behalf of all other persons who are or may thereafter become interested in the goods.

4. PERFORMANCE BY COMPANY'S AGENT OR SERVANTS

Any instructions or business accepted by the Company may in the absolute discretion of the Company be fulfilled by the Company itself by its own servants performing part or all of the relevant services or by the Company employing or instructing or entrusting the goods to other on such conditions as such others may stipulate to perform part or all of the services, but entirely without prejudice to the rights, powers or immunities which the Company enjoys under these conditions.

5. DISCRETION OF COMPANY IN DISCHARGE OF DUTIES

Subject to express instructions in writing given by the Customers, the Company reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage, and transportation of goods. Further, if in the opinion of the Company it is at any stage necessary or desirable in the Customers' interests to depart from those instructions, the Company shall be at liberty to do so. The goods may be so conveyed or their conveyance so arranged for separately, if and when the Company in its discretion think fit as part of a larger package or consignment.

6. WAREHOUSING

Pending forwarding or delivery, goods may be warehoused or otherwise held at any place or places at the sole discretion of the Company and the cost thereof shall be for the account of the Customers.

7. WARRANTY ON PACKAGING

Except where the Company is instructed in writing to pack the goods the Customers warrant that all goods have been properly and sufficiently packed and/or prepared.

8. PAYMENT OF INVOICES AND LATE INTEREST CHARGE

All invoices are to be paid in full and in accordance to the payment terms allowed. Each invoice shall be deemed to be severable and payable on due date notwithstanding that there may be a dispute in any one or several invoices. Interest at the rate of 2% per month by way of liquidated damages will be chargeable on all overdue accounts.

9. PAYMENT OF BROKERAGE AND COMMISSIONS

The Company is entitled to retain and be paid all brokerages, commissions, allowances, other remunera-

tions and may at any time require prepayment of or on account of their expense.

10. QUOTATIONS

(i) Quotations are given on the basis of acceptance within three (3) working days of the date of issue by the Company and are subject to withdrawals or revisions. Further unless otherwise agreed in writing the Company shall be at liberty to accept or to refuse to accept or to revise quotations or charges with or without notice in the event of changes occurring in currency exchange rates, rates of freight, insurance premiums or any charges applicable to the goods.

- (ii) If the goods be stopped in transit, refused or delivery not taken, the cost of any additional carriage, cartage, storage and of any other consequential service will be charged to and forthwith payable by the Customers.
- (iii) Unless a special agreement is made as to the rate of carriage the Company shall have the option of charging by value or weight or measurement.

11. CUSTOMERS' WARRANTY ON DESCRIPTIONS

- (i) The customers shall be deemed to be bound by and to warrant the accuracy of all description, values and other particulars furnished to the Company for Customs, Consular and other purposes and undertake to indemnify the Company against all losses, damages, expenses and fines whatsoever arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence.
- (ii) The Company may at any time require proof of the nature, condition, quantity, weight or value of goods or any of them notwithstanding any prior declaration by the customers.

12. LIABILITY FOR TAXES AND LEVIES

- (i) The Customers shall be liable for all duties, taxes, imposts, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with the goods and for all payments, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith.
- (ii) Customs duties and local taxes and other government charges are additional to the rates for carriage unless otherwise stated.

13. RECOURSE TO CUSTOMERS FOR CONSIGNEES' DEFAULT

When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the Consignee or any other person the Customers shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.

14. INSURANCES

No insurance will be effected except upon express instructions in writing by the Customers and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. The Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its Customers.

15. LIMITATIONS OF LIABILITIES

- (i) The Company shall only be responsible for any loss of or damage to goods or for any non-delivery or mis-delivery if it is proved that the loss, damage, non-delivery or mis-delivery occurred whilst the goods were in the actual custody of the Company and under its actual control and that such loss, damage, non-delivery or mis-delivery was due to the willful neglect or default of the Company or its own servants. The Company's liability begins from the time of receipt of the goods in the contracted condition and state and terminates at the time of delivery to other carriers or the consignees.
- (ii) The Company shall only be liable for any non-compliance or mis-compliance with instructions given to it if it is proved that the same was caused by the willful neglect or default of the Company or its own servants.
- (iii) Save as aforesaid the Company shall be under no liability whatsoever however arising, and whether in respect of or in connection with the goods or any instruction, business, advice, information or service or otherwise.
- (iv) Further and without prejudice to the generality of

the preceding sub-conditions (i) or (ii) or otherwise, be under any liability whatsoever for any consequential loss or loss of market or fire or consequence of fire or delay or deviation however caused.

16. RATE OF LIMITATION

In no case whatsoever shall any liability of the Company however arising and notwithstanding any lack of explanation exceed the value of the relevant goods or a sum at the rate of SGD 5.00 per kilogram or at prevailing recommended market rating on the gross weight of the goods whichever is the lesser on a pro-rata basis.

17. PROCEDURES FOR CLAIM

The Customers agrees to make any claim against the Company in writing and without delay. In any event the Company shall be discharged from all liability:-

(a) for loss from a package or an unpacked consignment or for damage or mis-delivery (however caused) unless notice be received in writing within seven (7) days after the end of the transit where the transit ends in Singapore within fourteen (14) days after the end of the transit where the transit ends at any place outside Singapore.

- (b) for loss or non-delivery of the whole of a consignment or any separate package forming part of the consignment (however caused) unless notice be received in writing within twenty-eight (28) days of the date when the goods should have been delivered.

18. NO LIABILITY IN ABSENCE OF CUSTOMERS' EXPRESS WRITTEN INSTRUCTIONS

- (a) The Company shall not be obliged to make any declaration for the purpose of any status or convention or contract as to the nature or value of any goods or as to any special interest in delivery, unless expressly instructed by the Customers in writing.
- (b) Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, goods will be forwarded, dealt with, at Customer's risk or other minimum charges, and no declaration of value (where optional) will be made, unless express instructions in writing to the contrary have previously been given by the Customers.

19. PERISHABLE GOODS

Perishable goods which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to the Customers and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of the goods shall be paid by the Customers.

20. NON-PERISHABLE GOODS

The Company shall be entitled to sell or dispose of all non-perishable goods which in the opinion of the Company cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the Consignee or any other reason, upon giving twenty-one (21) days notice in writing to the Customers. All charges and expenses arising in connection with the storage and sale or disposal of the goods shall be paid by the Customers.

21. DANGEROUS GOODS

- (i) Except under special arrangements previously made in writing the Company will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. Should the Customers nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing, the customers shall be liable for all loss or damage whatsoever caused by or to or in connection with the goods however arising and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time. If such goods are accepted under arrangements previously made in writing they may nevertheless be so destroyed or otherwise dealt with on account of risk to other goods, property, life or health. The expression 'goods likely to cause damage' includes goods likely to harbour or encourage vermin or other pests.
- (ii) Dangerous goods if accepted by the Company must be accompanied by full declaration of their nature and contents in full compliance with current

edition of the IATA Dangerous Goods Regulations/ ICAO Technical Instructions and properly and safely and securely packed for the transit. The Company gives no guarantee that any conveyance owner will accept or deliver such goods.

- (iii) The Company shall not be liable for any act of jettisoning, abandoning, unloading, destroying or otherwise dealing with the goods or any of them which act in the opinion of the Company is necessary or advisable for the safety or security of any person or property.

The inherent characteristics of certain commodities make it impossible for them to be carried by air without endangering the safety of aircraft, passengers or crew. However, some goods of dangerous nature can be accepted for carriage providing the quantity is restricted to within given limits and packing conforms to specifications laid down by the current edition of the IATA Dangerous Goods Regulations/ ICAO Technical Instructions. For every consignment of dangerous goods the customers' declaration for dangerous goods on the form appropriate to the danger involved, as required by the current IATA Dangerous Goods Regulations, must be completed in duplicate and signed by the customers and must accompany the goods.

22. VALUABLE GOODS

Except under special arrangements previously made in writing the Company will not accept or deal with bullion, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants. Should the Customers nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing the Company shall be under no liability whatsoever for or in connection with the goods however caused.

23. RIGHTS OF RECOURSE

Without prejudice to Condition 3 the Company shall have the right to enforce any liability of the Customers under these Conditions or to recover any sums to be paid by the Customers under these Conditions not only against or from the Customers but also if it thinks fit against or from the sender and/or consignee and/or owners of the goods. All sums shall be paid to the Company in cash immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off.

24. LIEN

- (i) All goods (and documents relating to goods) in the possession, custody and control of the Company shall be subject to a particular and general lien and right of detention for monies due either in respect of such goods, or for any particular or general balance or other monies due from the Customers or the sender, consignee or owner to the Company. If any monies due to the Company are not paid within one (1) calendar month after notice has been given to the person from whom the monies are due that such goods are being detained they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of such person, and the net proceeds applied in or towards satisfaction of such indebtedness.
- (ii) When the goods are liable to perish or deteriorate, the Company's right to sell or dispose of the goods shall arise immediately upon any sum becoming due to the Company subject only to the Company taking reasonable steps to bring to the Customers' attention its intention of selling or disposing of the goods before doing so.

25. INDEMNITY

In addition to and without prejudice to the foregoing Conditions the Customers undertake that they shall in any event indemnify the Company against all liabilities whatsoever including but not limited to penalties imposed by the relevant authorities suffered or incurred by the Company arising directly or indirectly from or in connection with the Customers' instruction or their implementation of the goods and in particular the Customers shall indemnify the Company in respect of any liability whatsoever it may be under to any servant, agent or sub-contractor or any hauler, carrier, warehousemen, or other person whatsoever at any time involved with the goods arising out of any claim made directly or indirectly against any such party by the Customers or by any sender, consignee or owner of the goods or by any person interested in the goods or by any other person whatsoever.

26. JURISDICTION AND GOVERNING LAW

All agreements between the Company and its customers shall be governed by Singapore Law and be within the exclusive jurisdiction of the Singapore Courts.