

TA Q·BIN Standard Terms and Conditions

Definitions

"**Delivery Item**" means all documents, packages, parcels or any part of the articles therein or contents thereof that travel under one consignment note, waybill and/or invoice and which may be transported by any means Yamato deems fit.

"**IDA**" means the Info-Communications Development Authority of Singapore.

"**Preferred Delivery Date**" means the date of delivery of the Delivery Item as specified by you on the consignment note, waybill and/or invoice upon your application for use of the TA Q·BIN Service

"**Preferred Time Zone**" means the time slot for delivery of the Delivery Item indicated by Yamato on the consignment note, waybill and/or invoice and as selected by you upon your application for use of the TA Q·BIN Service

"**Standard Terms and Conditions**" means the general terms and conditions set out here in respect of the TA Q·BIN Service.

"**Specific Terms and Conditions**" means the specific terms and conditions, other than the Standard Terms and Conditions, which apply to services provided by Yamato from time to time.

"**TA Q·BIN Service**" means services for the delivery or transportation of goods or packages by Yamato within Singapore in accordance with the Standard Terms and Conditions set out herein.

"**Yamato**" means YAMATO TRANSPORT (S) Pte. Ltd.

1. Application

- 1.1 You hereby agree that you have applied for use of the TA Q·BIN Service on the Standard Terms and Conditions set out herein. These Standard Terms and Conditions shall apply to any application for use of the TA Q·BIN Service at any of Yamato's designated branches and offices offering the TA Q·BIN Service during its opening hours. In the event that there are any changes to the Opening Hours, Yamato will notify all its designated branches and offices offering the TA·Q·BIN Service of such change.
- 1.2 These Standard Terms and Conditions shall be in addition to and not in derogation of any Specific Terms and Conditions unless expressly excluded by such Specific Terms and Conditions. To the extent that there is any inconsistency or conflict between any part of these Standard Terms and Conditions and the Specific Terms and Conditions, the provisions of the Specific Terms and Conditions shall prevail over the provisions of these Standard Terms and Conditions.
- 1.3 The consignment note, waybill or invoice issued to you by Yamato in connection with your application for use of the TA Q·BIN Service shall incorporate these Standard Terms and Conditions.

2. Customer's Obligations

- 2.1 You shall ensure that the Delivery Item is packed in a case, wrapper or container appropriate to the nature and weight of the Delivery Item such that no part of the Delivery Item may be removed without the case, wrapper or container being torn or broken, a seal being broken or two adhesive surfaces being forced part. In the event that packing of the Delivery Item is deemed by Yamato to be unsuitable for transportation, you shall, upon notification by Yamato, re-pack the Delivery Item in a suitable case,

wrapper or container, failing which Yamato will re-pack the Delivery Item at your expense

- 2.2 You shall ensure that the Delivery Item is adequately packed so as to protect against damage to the Delivery Item during the course of delivery; and
- (a) (in the case of a Delivery Item of a fragile nature) that the Delivery Item shall be packed in a case or container of sufficient durability and strength and shall be encased in or surrounded by sufficient and suitable protective material inside that case or container such that the Delivery Item is guarded against damage that may result from any force, pressure or blows to which postal items are ordinarily subject during the course of delivery and that such Delivery Item shall bear the words "FRAGILE" prominently displayed in capital letters on the face of the case or container and above the address of the named addressee; and
 - (b) (in the case of a Delivery Item which is susceptible to damage by bending) that the Delivery Item shall be packed in a case or container of sufficient durability and strength to prevent the Delivery Item from being bent or otherwise damaged during the course of delivery and such case or container shall bear the words "DO NOT BEND" prominently displayed in capital letters on the face of the case or container and above the address of the named addressee.
- 2.3 You shall state on the address label or consignment note provided by Yamato in respect of each Delivery Item all information required in the address label, consignment note, waybill and/or invoice, including without limitation:
- (a) Your name, address (including the postal code) and telephone number;
 - (b) The addressee's name, delivery address (including the postal code) and telephone number;
 - (c) The Preferred Delivery Date and Preferred Time Zone;
 - (d) Description of the contents of the Delivery Item; and
 - (e) Special precautions to be taken in respect of the Delivery Item e.g. "FRAGILE", "PERISHABLE", "DO NOT BEND" etc.

3. Yamato's Right to Inspect Contents

- 3.1 Yamato may, at any time, in its absolute and sole discretion, open and inspect the contents of the Delivery Item for any reason whatsoever including without limitation the verification of the contents of the Delivery Item. If upon such opening and inspection, the description and declaration of the contents of the Delivery Item is verified as being incorrect or misleading, Yamato shall charge to you the shipment charges applicable to the contents discovered.

4. Refusal of Shipments

- 4.1 You hereby agree and acknowledge that Yamato may decline to deliver any item where:
- (a) the application for delivery does not comply with the Standard Terms and Conditions stipulated herein;
 - (b) you fail to accurately describe and declare the contents of the Delivery Item;
 - (c) the packing of the Delivery Item is deemed unacceptable for delivery;
 - (d) delivery is prevented, impeded or otherwise made unsafe or difficult by reason of unforeseen events such as an act of God or event of force majeure; or
 - (e) you request any change to the scope of the TA Q·BIN Service to which Yamato does not agree to in writing;

- (f) Yamato is of the opinion that it is unable to deliver any item safely or legally including without limitation the following items;
 - (i) Explosives, firearms or other offensive weapons, flammable or hazardous materials, poisonous or infectious substances, blood or blood products (whether infectious or not), dangerous or undesirable goods and all items prohibited by the International Air Transport Association, the International Civil Aviation Organization or any relevant government authority or under any applicable law or regulation;
 - (ii) Human or animal remains, memorial tablets or any items for use in religious ceremonies;
 - (iii) Live animals;
 - (iv) Credit cards, debit cards or cash cards;
 - (v) Currency, cheques, bills or any bearer form negotiable instruments;
 - (vi) Share certificates or other documents evidencing title to securities;
 - (vii) Personal documents issued by government authorities such as identification cards, passports, driver's licenses, birth certificates etc.;
 - (viii) Original copies of any record, drawing, document or electronic recording of which duplicates or copies have not been made and kept by you;
 - (ix) Documents containing a substantial amount of confidential information;
 - (x) Precious metals and stones;
 - (xi) Illegal narcotics or drugs; or
 - (xii) Any package (or its contents thereof) of a value exceeding SGD2,000.

4.2 In the event that Yamato discovers during the course of delivery that a Delivery Item consists of any goods, items, products or materials referred to in Clauses 4.1(f)(i), (ii) or (iii), Yamato reserves the right to dispose of the Delivery Item forthwith and shall notify you of the disposal within a reasonable period from the disposal. You shall bear any costs incurred or charges imposed by Yamato in connection with such disposal.

5. Charges

- 5.1 In consideration of Yamato's provision of the TA Q·BIN Service, you shall pay to Yamato such amount of fees as determined by Yamato upon your application for use of the TA Q·BIN Service ("Fees"). The schedule of Fees prevailing from time to time can be found at each of Yamato's designated branches and offices offering the TA Q·BIN Service.
- 5.2 Notwithstanding Clause 5.1, Yamato reserves the right to claim the Fees from the addressee of the Delivery Item upon delivery.
- 5.3 There will be no refund of the Fees once paid to Yamato, save in cases where any of the events in Clause 10.1(e) result in delay in delivery or damage to the Delivery Item which Yamato deems significant.

6. Outsourcing Transportation

- 6.1 Yamato has the right to enter into any sub-contract for performance of its obligations hereunder without prior notification to you provided always that Yamato shall remain at all times primarily responsible to you for its obligations.

7. Delivery Date

- 7.1 Yamato shall make every reasonable effort to deliver the Delivery Item to the addressee by the Preferred Delivery Date and during the Preferred Time Zone indicated by you on the consignment note, waybill and/or invoice and in accordance with the TA Q·BIN Service delivery schedule prevailing from time to time.
- 7.2 In the event that you fail to specify the Preferred Delivery Date and/or Preferred Time Zone on the consignment note, waybill and/or invoice, the Delivery Item will be delivered in accordance with the TA Q·BIN Service delivery schedule prevailing from time to time.
- 7.3 Notwithstanding Clauses 7.1 and 7.2, you hereby agree and acknowledge that all deliveries are subject to potential delays including but not limited to delays resulting from adverse traffic conditions. In the event that Yamato is unable to deliver the Delivery Item by the Preferred Delivery Date and/or during the Preferred Time Zone, Yamato shall make every reasonable effort to deliver the Delivery Item on the day after the Preferred Delivery Date.
- 7.4 You may instruct Yamato to discontinue delivery of a Delivery Item, send the Delivery Item back to you, forward the Delivery Item to another addressee or to dispose of the Delivery Item, provided that the Delivery Item is still in Yamato's possession and has not been handed over to the addressee. The costs arising from the aforesaid instructions shall be borne by you. Notwithstanding the foregoing, Yamato reserves the right to decline to accept such instructions for any reason whatsoever. In the event that Yamato declines to accept such instructions, you will be notified without undue delay.

8. Deliveries and Undeliverables

- 8.1 Delivery is deemed have been completed where the Delivery Item is delivered to the addressee's address as specified by you but not necessarily to the named addressee personally.
- 8.2 In the event that the addressee is found to be absent from the address specified by you and no other persons are present to take delivery of the Delivery Item, the Delivery Item will be held at any of Yamato's offices or branches and a delivery failure report shall be made at such office or branch containing the following particulars: the attempted time and date of delivery and telephone number for inquiries regarding retrieval of the Delivery Item.
- 8.3 Yamato may deliver the Delivery Item to an alternative addressee and address specified by you provided only that such alternative addressee and address are clearly written on the address label, consignment note, waybill and/or invoice.
- 8.4 In the event that the named addressee refuses to take delivery of the Delivery Item or refuses to pay the Fees, Yamato is unable to identify or locate the named addressee after making every reasonable effort, the Delivery has been deemed by Yamato to be unacceptable for delivery or Yamato is unable to deliver the Delivery Item for any reason whatsoever, Yamato shall notify you of the delivery failure and seek your instructions as to the appropriate action to be taken, such as the disposal or re-delivery of the Delivery Item, within a reasonable period from the date of such delivery failure. All costs incurred by Yamato arising from such action shall borne by you. Yamato reserves the right to decline to accept such further instructions from you for any reason whatsoever.

- 8.5 In the event that you do not provide instructions regarding the appropriate action to be taken within a period of 90 days after Yamato has notified you of a delivery failure in accordance with Clause 8.4 above, the Delivery Item may be released, sold by or otherwise disposed of by Yamato. Without prejudice to the foregoing, in the event that the contents of the Delivery Item are found by Yamato to be perishable or otherwise susceptible to changes in quality, Yamato has the right to immediately dispose of the item without waiting for the expiry of the 90-day period.
- 8.6 Yamato shall notify you of the disposal of the Delivery Item in accordance with Clause 8.5 above within a reasonable period after the disposal. You shall pay to Yamato all charges, including administrative fees and service charges, arising from the disposal of the Delivery Item by Yamato. Yamato may apply the proceeds of the sale of a Delivery Item (if any) against any such charges and shall return the balance of the proceeds (if any) to you.

9. Loss or Damage

- 9.1 In the event that Yamato discovers that there has been loss of or damage to the Delivery Item, Yamato shall notify you of such loss or damage within a reasonable period from such loss or damage and shall seek instructions from you with respect to the appropriate action to be taken. Yamato reserves the right to decline to accept any further instructions for any reason whatsoever.
- 9.2 In the event that you do not provide further instructions regarding the appropriate action to be taken within a reasonable period of Yamato notifying you of the loss or damage, Yamato shall take such action in relation to the Delivery Item as it deems appropriate, including without limitation, re-delivery of the Delivery Item to you or retention of the Delivery Item, and shall notify you of the same.
- 9.3 All costs arising from further action taken in relation to the Delivery Item in accordance with Clauses 9.1 and 9.2 above shall be borne by you, unless the loss or damage to the Delivery Item was caused by Yamato's gross negligence.

10. Liability

- 10.1 Yamato shall not be liable for loss or damage arising from or in connection with:
- (a) the delivery of any of the articles set out in Clause 4.1(f) (where Yamato was not aware that the contents of a Delivery Item comprised or included such articles);
 - (b) your failure to specify any special precautions to be taken in respect of a Delivery Item, as required under Clauses 2.2 and 2.3(e), on the address label, consignment note, waybill and/or invoice;
 - (c) the misalignment, wear and tear, dearrangement, heat, mould, rot, discolouration, degeneration, explosion, ignition or the hazardous, perishable, corruptible, fragile, or brittle nature of the contents of the Delivery Item;
 - (d) delay or confiscation by any government authority due to the discovery of prohibited contents of the Delivery Item;
 - (e) Yamato's failure to perform any of its obligations hereunder as a consequence of circumstances outside its control, including without limitation any act of God such as weather conditions, flood or earthquake, work stoppages, strikes, industrial disputes, war, any act of government, accidents, traffic obstructions or congestion, mechanical breakdown, or other events of force majeure; or

- (f) any acts or omissions of any party other than Yamato, including without limitation you, the named addressee, any government official or any sub-contractor engaged by Yamato (whether or not you had notice of any arrangement between Yamato or such sub-contractor).
- 10.2 Yamato shall not be liable for indirect or consequential loss or damage, including without limitation loss of profit, income, interest, future business or anticipated savings, even if the risk of such loss or damage was brought to Yamato's attention before or after acceptance of the Delivery Item.
- 10.3 Yamato shall not be liable for delay or non-delivery of a Delivery Item arising from or in connection with the detention of the Delivery Item by any government authority.
- 10.4 For the avoidance of doubt, Yamato shall not in any way be liable or responsible for a Delivery Item prior to the Delivery Item being accepted by Yamato for delivery.

11. Claims

- 11.1 Any claims for damage to the Delivery Item must be made within 14 days from the date on which Yamato accepts the Delivery Item for delivery, failing which Yamato shall have no liability whatsoever.
- 11.2 Any claims for loss of the Delivery Item must be made within 1 year from the Preferred Delivery Date in respect of that Delivery Item, failing which Yamato shall have no liability whatsoever.
- 11.3 All claims must be made in writing, accompanied by the original consignment note, waybill, relevant invoices and receipts and other supporting documents requested by Yamato and submitted to the following address:
55 Ubi Avenue 3 Unit #02-01 Singapore 408864
YAMATO TRANSPORT (S) PTE.LTD.
- 11.4 Claims are limited to one claim per Delivery Item, settlement of which shall be full and final settlement for all loss or damage in connection therewith.
- 11.5 Without prejudice to Clause 10 and provided that Yamato is satisfied that your claim is justified, Yamato's liability for any loss of or damage to the Delivery Item shall be limited to the value of the Delivery Item as indicated by you on the consignment note, waybill or invoice provided to you upon acceptance of the Delivery Item by Yamato or SGD2,000 per Delivery Item, whichever is lower ("Compensation Limits").
- 11.6 In the case of damage to the Delivery Item, the amount of compensation by Yamato shall be based on Yamato's assessment of the extent of the damage to and the actual cash value of the contents of the Delivery Item provided always that the amount of compensation shall not exceed the Compensation Limits. In the case of loss of or damage to the Delivery Item, Yamato shall have the option of either replacing the Delivery Item or making monetary compensation within the Compensation Limits.
- 11.7 Save in cases of a delivery failure as described in Clause 8, Yamato's liability for any loss or damage arising from Yamato's failure to deliver a Delivery Item by the Preferred Delivery Date shall be limited to the amount of the Fees charged in respect of that Delivery Item.
- 11.8 For the avoidance of doubt, Yamato's liability shall not exceed the Compensation Limits in the event that there is both damage to a Delivery Item as well as a delay in its delivery.

12. Indemnity

12.1 You shall keep Yamato indemnified against all demands, claims, action, proceedings, costs, charges or expenses including but not limited to penalties, storage charges, retrieval and administrative costs, duties and taxes incurred, suffered or sustained by Yamato in connection with the TA Q·BIN Service provided by Yamato.

13. Governing Law

13.1 The Standard Terms and Conditions set out herein shall be subject to and construed in accordance with the law of Singapore. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore and agree that all proceedings in relation to any dispute arising out of or in connection with these Standard Terms and Conditions shall be commenced in the courts of Singapore.

13.2 For the avoidance of doubt, these Standard Terms and Conditions shall (notwithstanding anything contained herein) be subject to the Postal Services Act (Chapter 237A) of Singapore (including any statutory modification or re-enactment thereof any rules, regulations and subsidiary legislation made or enacted thereunder) and any directions given by the IDA or pursuant to the conditions of any license granted by the IDA.

14. Severability

14.1 The invalidity or unenforceability of any provision shall not affect any other part of these Standard Terms and Conditions.