

(NEW)

International TA-Q-BIN Clauses

Yamato Transport (S) Pte. Ltd.

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Chapter 1 Provisions

(Application)

Article 1

- 1 The terms and conditions contained herein shall apply to the International TA-Q-BIN Service (as defined herein) provided by Yamato Transport (S) Pte. Ltd.
- 2 The Consignor (as defined herein) agrees to act as principal in relation to this agreement.
- 3 For the avoidance of doubt, these terms and conditions shall be subject to all applicable laws and regulations relating to the services provided under the International TA-Q-BIN Service.

(Definitions)

Article 2

- 1 "International TA-Q-BIN Service" means the delivery and transportation of Goods by any means the Company chooses, including air, sea or road, or any Delivery Agent, in accordance with the terms and conditions set out herein.
- 2 "Goods" means all documents, packages, parcels or any part of the articles therein or contents thereof that travel under one Consignment Note, to be delivered to one Consignee.
- 3 "Company" means Yamato Transport (S) Pte. Ltd.
- 4 "Consignment Note" means the consignment note, waybill and/or invoice (as the case may be) setting out the terms and conditions of the International TA-Q-BIN Service.
- 5 "Consignor" means any person on whose name is indicated on Consignment Note as the person applying for use of the International TA-Q-BIN Service.
- 6 "Consignee" means any person whose name is indicated on Consignment Note as the person to whom the Company shall deliver Goods.
- 7 "Delivery Agent" means any person, carrier or freight agent that the Company utilizes for delivery of the Goods.
- 8 "Delivery Charges" means the Company's shipment charges as defined in Article 10.
- 9 "Convention" means one or all of the following (as may be applicable):

- (1) Convention for the Unification of Certain Rules relating to International Carriage by Air opened for signature at Warsaw on 12 October 1929 (hereinafter called "Warsaw Convention").
 - (2) Warsaw Convention as Amended by the Hague Protocol on 28 September 1955 (hereinafter called "Amended Warsaw Convention").
 - (3) Warsaw Convention as Amended by the Hague Protocol in 1955 and further amended by the Montreal 4th Protocol in 25 September 1955 (hereinafter called "Montreal 4th Protocol").
 - (4) Convention for the Unification of Certain Rules relating to International Carriage by Air executed at Montreal on 28 May 1999 (hereinafter called "Montreal Protocol").
- 10 "SDR" means Special Drawing Right, as defined by the International Monetary Fund.

Chapter 2 Acceptance of Delivery

(Consignment Note)

Article 3

- 1 The Consignor shall complete one Consignment Note for each application for use of the International TA-Q-BIN Service. The Company shall not be responsible for the accuracy or completeness of information provided by the Consignor on the Consignment Note.
- 2 The Consignor shall state the following information on the Consignment Note:
 - (1) The Consignor's name, address and telephone number;
 - (2) The Consignee's name, delivery address and telephone number;
 - (3) Description of the Goods;
 - (4) The Consignor's signature and the date of signing;
 - (5) Value of the Goods;
 - (6) Number of items, weight, size;
 - (7) Special precautions to be taken in respect of the Delivery Item e.g. "FRAGILE", "PERISHABLE", "DO NOT BEND" etc; and
 - (8) Any other information/details requested by the Company.

(Customs declaration)

Article 4

The Consignor shall complete a customs declaration in respect of the Goods, where necessary.

(Customs)

Article 5

- 1 The Consignor warrants to the Company that the description of the Goods on the customs declaration is full and accurate. The Consignor hereby agrees and acknowledges that the Consignor may incur civil or criminal liability arising from an

incomplete, false or misleading customs declaration. The Company acts as the Consignor's forwarding agent for customs clearance purposes at the point at which the Company accepts delivery of the Goods.

- 2 It shall be the Consignor's responsibility to: (a) ensure that import regulations in the destination country are complied with; and (b) find out what documents (such as certificate of origin, licenses, health certificates etc.) are required in the destination country and to attach such documents to the Consignment Note.

(Inspection of the Goods)

Article 6

The Company may, at any time and without prior notice to the Consignor, open and inspect the contents of the Goods for any reason whatsoever, including, without limitation, the verification of such contents. If, upon inspection, the description and declaration of the Goods is verified as being incomplete, false or misleading, the Company shall charge to the Consignor the shipment charges applicable to the contents discovered.

(Packing)

Article 7

The Consignor warrants that it has complied with all applicable laws and regulations relating to the packing, condition, size and weight of the Goods. The Company may elect to do all things necessary on behalf of the Consignor (such as repacking the Goods, paying any necessary duties or taxes etc.) in order to comply with the applicable laws and regulations.

(Rejected Shipments)

Article 8

The Company may decline to deliver or complete delivery of the Goods in the event of any of the following:

- (1) The person applying for use of the International TA-Q-BIN Service does not agree to the terms and conditions set out herein;
- (2) The Consignor refuses to complete the Consignment Note, customs declaration or any other document required by the Company in connection with the use of the International TA-Q-BIN Service;
- (3) The information contained in the documents referred to in Article 8 (2) above is found to be incomplete, false or misleading;
- (4) The Company does not possess suitable equipment for delivery of the Goods;
- (5) The Goods are not adequately packed so as to protect against damage in the course of delivery; and
- (6) Events of *force majeure*.

(Unacceptable Shipments)

Article 9

- 1 The Company shall not accept delivery of the following:
 - (1) Any Goods exceeding 25kg in weight;
 - (2) Any Goods contained in a package exceeding 160cm in width or length;
 - (3) Any Goods exceeding S\$2,000 in value;
 - (4) Any Goods the Delivery Charges of which is to be charged to the Consignee;
 - (5) Any of the following items:
 - (a) Gold, silver or platinum articles, jewelry, diamonds or other precious stones, bearer form negotiable instruments, bullion, coins;
 - (b) Cash, cheques, bills, stock or other marketable securities;
 - (c) Correspondence;
 - (d) Live animals;
 - (e) Human or animal remains, memorial tablets or any items for use in religious ceremonies;
 - (f) Perishable items;
 - (g) Firearms or other weapons;
 - (h) Explosives;
 - (i) Pressurized gases;
 - (j) Flammable materials;
 - (k) Flashbulbs for photography equipment;
 - (l) Magnetic substances;
 - (m) Substances containing mercury;
 - (n) Acids and other similar fluids;
 - (o) Oxidizing agents;
 - (p) Poisonous or toxic substances;
 - (q) Substances capable of easily vaporizing;
 - (r) All "dangerous goods" as defined by the International Air Transport Association ("IATA") and the International Civil Aviation Organization ("ICAO");
 - (s) Personal documents issued by government authorities such as identification cards, passports, driver's licenses, birth certificates etc., or other documents containing confidential personal information;
 - (t) Original copies of any record, drawing, document or electronic recording of which duplicates or copies have not been made and kept by you;
 - (u) Credit cards, debit cards or cash cards;
 - (v) Unsanitary items;
 - (w) Items which are illegal to produce or distribute such as illegal narcotics or drugs or pornography;
 - (x) Items the delivery of which are prohibited law;
 - (y) Items which are banned or restricted from export or import by any country, state or government; or
 - (z) Items the Company deems to be inappropriate or unsuitable for delivery via the International TA-Q-BIN Service for any reason whatsoever.

- 2 The Consignor shall pay to the Company any sum incurred by the Company in connection with a refusal of the Consignor to take delivery of the Goods or any suspension or cessation of delivery under these terms and conditions.

(Delivery Charges)

Article 10

- 1 Delivery Charges shall be calculated in accordance with the Company's prevailing delivery rates (which can be found at all branches and offices of the Company offering the International TA-Q-BIN Service), which includes collection and delivery charges at departure and arrival points, customs clearance charges, shipment charges and any other fees and charges imposed by the Company for use of the International TA-Q-BIN Service.
- 2 For the avoidance of doubt, Delivery Charges shall not include storage charges, deposits or duties and taxes owed (such as customs duty, excise tax, value -added tax etc.) for services provided by the Company or incurred by the Company on behalf of the Consignor, the Consignee or any third party ("Additional Charges"). The Consignor shall immediately reimburse the Company for all Additional Charges, as well as all claims, damages, fines and expenses incurred if the Goods are deemed unacceptable for delivery in accordance with Article 9(1).
- 3 The Company reserves the right to claim payment from the Consignee of all amounts due from the Consignor, and vice versa.
- 4 Delivery Charges may be revised by to take into account airline fare revisions and other economic fluctuations.

(Payment of Delivery Charges)

Article 11

All Delivery Charges and other sums due to the Company are payable immediately by the Consignor upon receipt of any invoice issued or notification by the Company, unless the Company otherwise agrees in writing. The mode of payment shall be in accordance with the terms of the invoice or notification provided by the Company.

- (1) Prepayment
The Consignor shall pay in advance the Delivery Charges, as well as all import duties, value added taxes and all other charges the Company expects will be levied on the Goods in the destination country.
- (2) Reimbursement
 - (a) Unless otherwise expressly agreed in writing, a third party (other than the Consignor or the Consignee) who intends to pay the Delivery charges or Additional Charges shall obtain the prior approval of the Company.
 - (b) Unless the payment is completed by either the Consignor or such third party, the Consignee shall pay all sums due to the Company. In all cases, the Consignor shall remain primarily responsible for all sums due to the Company and shall make payment when the Company is unable to collect all such sums, whether owing from the Consignee or the third party.

(Delivery route and methods)

Article 12

The Company shall have the discretion to handle the Goods, storage of the Goods, customs clearance and mode of delivery of the Goods as it deems appropriate.

Chapter 3 Delivery of the Goods

Article 13

- 1 The Company shall deliver the Goods to the address stipulated on the waybill. In the event that the Consignee is found to be absent from the stipulated address and in the absence of any specific instructions from the Consignor to make delivery to the named Consignee only or any alternative addressee, the Company may deliver the Goods to other persons present at the address, such as receptionists, concierges, janitors, caretakers, family members, friends, colleagues, roommates or neighbours.
- 2 The Company may elect to cease delivery efforts in the event that repeated attempts at delivery have failed, the delivery address has been found to be incorrect (even after reasonable efforts by the Company to identify the correct address), or the Company is unable to receive payment of sums due from the Consignee.
- 3 The Consignor hereby agrees and acknowledges that any electronically recorded delivery acknowledgement or printout shall be conclusive evidence that delivery of the Goods was completed.

(Measures in the event of failed delivery)

Article 14

- 1 The Company shall notify the Consignor regarding the disposal of or other appropriate action to be taken with respect to the Goods in the event that the Company is unable to locate the Consignee after making reasonable efforts, or the Company is unable to complete the delivery of the Goods for any other reason.
- 2 The Consignee shall pay to the Company all charges, including administrative fees and service charges, arising from the disposal of the Goods or any other course of action agreed upon between the Consignor and the Company with regards to the undelivered Goods.

(Disposal of undelivered Goods)

Article 15

- 1 In the event that the Company is unable to notify the Consignee or the Consignee fails to provide any instructions regarding the appropriate action to be taken in accordance with Article 14 after a reasonable period after being notified by the Company of a delivery failure, the Company may release, sell or dispose of the Goods in accordance with the laws of the destination country.

- 2 The Company shall notify the Consignor of the release, sale or disposal of the Goods without undue delay.
- 3 The Consignor shall bear all charges, including administrative fees and service charges, arising from the actions taken by the Company with respect to the undelivered Goods. The Company may offset these charges against the Delivery Charges and upon the appropriate action being taken with respect to the undelivered Goods,:
 - (a) seek reimbursement of the shortfall from the Consignor; or
 - (b) refund any excess amounts to the Consignor.

(Retention of Goods)

Article 16

The company reserves the right to retain the Goods until payment of all sums due under these terms and conditions has been made and decline to deliver the Goods until such time.

Chapter 4 Liability

(Liability)

Article 17

- 1 The Company shall not be liable for loss or damage arising from or in connection with:
 - (1) defects or imperfections in the Goods;
 - (2) misalignment, wear and tear, disarrangement, heat, ignition, explosion, radiation, mould, decomposition, discolouration, rust, or the hazardous, perishable, corruptible, fragile, or brittle nature of the contents of the Goods;
 - (3) the Company'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, strikes, riots and civil commotions, social disorder, robbery, war, accidents, traffic obstructions or congestion, mechanical breakdown, or other events of force majeure;
 - (4) inspection or confiscation of the Goods by any governmental authority;
 - (5) incomplete, false or misleading information provided by the Consignor on the Consignment Note, customs declaration or other document; or
 - (6) acts or omissions of any party other than the Company, including without limitation the Consignor, the Consignee or any governmental or customs official.
- 2 The Company's liability for loss of or damage to the Goods caused by or arising during the course of delivery by the Company shall be in accordance with the Montreal 4th Protocol or the Montreal Treaty (so far as applicable). However, the Company shall not be liable for such loss or damage if it is shown that the loss or damage arose as a result of:
 - (1) defects or imperfections in the Goods themselves;
 - (2) inadequate or inappropriate packing of the Goods by any person other than employees or agents of the Company;

- (3) war or armed conflict; or
- (4) import or export laws and regulations or government order .

Without prejudice to the foregoing, the Company shall not in any case be liable if it took reasonable measures to prevent the loss or damage or if any such preventive measures are impractical or impossible to implement.

- 3 The Company shall not in any case be liable for loss or damage arising from a delay in delivery of the Goods, or 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 the Company's attention before or after acceptance of the Goods.
- 4 The Consignor shall compensate the Company for any loss or damage suffered by the Company connection with the delivery of the Goods. The Company reserves the right to dispose of or destroy dangerous goods (as defined by the ICAO and IATA) without prior notice to the Consignor or the Consignee and without any liability whatsoever.
- 5 The Company's liability for any loss of the Goods is 2,000 Singapore dollars for the Goods travelling under each Consignment Note or the value of the Goods as indicated by the Consignor on the Consignment Note (or 17 SDR for every 1 kg in the event that the Consignor does not declare the price of the Goods), whichever is lower ("Compensation Limits").
- 6 The Company's liability for damage to the Goods shall be based on the Company's assessment of the extent of the damage to the Goods and the actual cash value of the Goods (or their equivalent), provided always that this does not exceed the Compensation Limits.
- 7 The Company's liability for a delay in delivery of the Goods shall be limited to the freight charges for the Goods.
- 8 In the event that an exchange rate is to be applied in assessing the quantum of compensation, the Company shall have the discretion to decide the exchange rate to be used.

(Risk aversion)

Article 18

- 1 The Company shall have the discretion to take all reasonable measures to prevent the Goods from causing any damage whatsoever, such as the declining to deliver the Goods, inspecting the Goods or destroying, removing or disposing of the Goods in the event that the Goods are found to be harmful or potentially harmful to other items being transported by the Company. In such event, the Consignor shall bear the costs of such preventive measures taken by the Company.
- 2 The Company shall not in any case be liable for any damage arising from or in connection with the preventive measures taken in accordance with Article 18(1) above.

(Indemnity)

Article 19

The Consignor shall keep the Company 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 the Company in connection with the International TA-Q-BIN Service provided by the Company.

(Claim period)

Article 20

- 1 Delivery is deemed to have been completed when the Goods are delivered to the address specified on the Consignment Note, although not necessarily to the Consignee.
- 2 All claims must be submitted within the following periods:
 - (1) in the case of damage to the Goods; 14 days;
 - (2) in the case of delay in delivery: 21 days; or
 - (3) in case of loss of the Goods: 120 daysfrom the date on which the Company accepts the Goods, failing which the Company shall have no liability whatsoever. All claims must be made in writing, accompanied by the Consignment Note, relevant invoices and receipts and other supporting documents requested by the Company and submitted to the following address:

55 Ubi Avenue 3 Unit #02-01 Singapore 408864
Yamato Transport (S) Pte.Ltd.

(Liability for sub-contract)

Article 21

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

(Governing Law)

Article 22

These terms and conditions shall be subject to and construed in accordance with the laws 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 terms and conditions shall be commenced in the courts of Singapore.

(Severability)

Article 23

The invalidity or unenforceability of any provision (or part thereof) shall not affect any other part of these terms and conditions.