

General Trading Conditions

PACIFIC HARVEST LOGISTICS PTE LTD GENERAL TRADING CONDITIONS

IN THE ABSENCE OF A SPECIAL CONTRACT CONTAINING SPECIAL CONDITIONS THE FOLLOWING ARE THE ONLY CONDITIONS ON WHICH PACIFIC HARVEST LOGISTICS PTE LTD CONTRACT, CARRY OUT BUSINESS OR OPERATE.

INTERPRETATION

1. In these conditions “The Company” means: PACIFIC HARVEST LOGISTICS PTE LTD

“Customer” or “Owner”, “Consignee” or “Consignor” means: The person who requests the Company to contract or perform any service or operation and includes the owner.

“Person” includes: A Firm or Company

“Conveyance” includes: Lorry, van, trailer, rail-wagon, ships, barge, aircraft and “Convey” means convey or conveyance and includes despatch by post.

“Expenses” include: The Company’s charges and disbursements, freight charges, warehouse rent, cost of insurance (if any) and any duty, customs fees or charges, fines, penalties etc, payable under or by virtue of the Revenue and or Penal Laws of any country in from to or through which the goods go or pass.

POSITION OF COMPANY

2. The Company is engaged as forwarding agents, local truckers and warehousemen and is not a common carrier and does not accept any liability of a common carrier.

3. No agents or persons employed by the Company other than those expressly authorised in writing by the Company for that purpose shall have any authority to alter, vary or qualify in any way these conditions or any of them.

4. The Company reserves the right at its discretion at any time before receiving or collecting or otherwise dealing with any goods or before transporting by conveyance any goods to refuse to receive or collect or convey or deal with the same and without giving any reason therefore.

5(a) A Customer will be presumed unless the contrary is made known to the Company at the time to be owner of or otherwise fully authorised to deal with the goods and in any event shall indemnify the Company against all claims arising from title to the goods paramount to that of the Customer.

5(b) The Customer warrants that in agreeing to the terms hereof, he does so on behalf of all persons having a present or future interest.

COMPANY'S RIGHTS AND POWERS

6. (a) The Company, in connection with the transportation of the goods and for any part or parts of the transportation journey, may use or arrange for the use of any conveyance or conveyances and warehousing, stuffing, unstuffing, survey and all related services undertaken by them may employ sub- contractors or agent on such sub-contractors' usual terms or on such other terms as may be agreed between the Company and such sub-contractors but entirely without prejudice to the rights powers and immunities which the Company enjoy under these conditions. In employing any sub-contractors, the Company shall act and shall be deemed to act as agent for the Customer.

(b) The Company may convey or arrange to convey the goods by any route or routes (whether usual or not), warehouse their goods in their own warehouse or third-party warehouses, employ their own or independent or third-party surveyors and or other sub-contractors appropriate to the service to be rendered in their absolute discretion.

(c) The goods may be so arranged for separately, and, if and when the Company in their discretion think fit, as part of a larger package or consignment or in separate warehouses or other arrangements, in open or closed storage, without any liability on their part unless specifically contracted for otherwise.

7. The Company may at any time require proof of the nature, condition, quantity, weight or value of the goods or any other particulars notwithstanding any prior declaration by the Customer.

CUSTOMER'S OBLIGATION AND LIABILITIES

8. Unless otherwise agreed in writing all, goods shall be adequately and securely packed by the Customer and the name and address of the Consignee clearly stated.

9. In all cases the Consignor shall remain liable to the Company for all expenses except and insofar as the same are prepaid and without prejudice to any of the Company's rights against the Consignee or any other person.

10. Dangerous goods, if accepted by the Company, must be accompanied by a full declaration of their nature and contents and properties and safely and securely packed for the transit. The Company gives no guarantee that any conveyance owner will accept or deliver such goods.

11. The Consignor shall indemnify the Company against all claims for injury to any property or persons caused by special goods or exceptional goods or perishable goods or dangerous goods.

12. Subject as aforesaid full written particulars and instructions must be furnished with regard to:

(i) the goods (i.e. as to number and types of containers marks, weight and value); and

(ii) any risks to be insured against amounts to be covered.

If such particulars in respect of (i) be not furnished or be in any respect inaccurate or not clear the Company shall be absolved from all responsibility whatsoever for loss or misdelivery of the goods.

If particulars under (ii) are not furnished or are either inaccurate or not clear, the Company shall not be under any responsibility for not insuring or for any incorrect insurance.

COMPANY'S EXPENSES

13. The Company may at any time require prepayment of or on account of their expenses.

14. If the goods be stopped in transit, refused or delivery not taken, the cost of any additional carriage, cartage, storage and or of any other consequential service will be charged to and forthwith payable by the Consignor.

COMPANY'S IMMUNITIES AND LIABILITIES

15. The Company shall not be under any responsibility whatever for any damage, loss, delay in delivery, misdelivery or detention (howsoever, whensoever and wheresoever caused or arising and whether caused or arising during or in course of deviation from route) to or of goods unless caused by wilful neglect or default while the goods are in the actual custody of the Company's servants and for no other neglect or default or other matter or thing whatsoever or howsoever arising. 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.

16. The Company is not liable or responsible in any capacity or manner whatsoever for any loss or damage to the goods whilst the goods are in transit, possession, control or custody of steamship companies, railways, airlines or other carriers or when any loss or damage to the goods is due to Act of God, war, mutiny, seizure, detention, forfeiture by governments, states, rulers, princes, ports, authorities or any other body.

17. The Company's liability begins from the time of receipt of the goods in the contracted condition and terminates at the time of delivery to other carriers or the consignees.

18. The Company shall be discharged from liability or obligation absolutely upon the delivery of the goods to the consignees or their agents.

19. In the event of any dispute as regards the value of each package or unit, it is hereby expressly declared and agreed that the Company shall have the sole right to appoint an adjuster or valuer to decide the value of each package or unit. It is further expressly declared and agreed that the decision of the adjuster or valuer shall be binding on the Customer.

CLAIMS

20. Notwithstanding and without prejudice to conditions 15, 16, 17, 18 and 19 it is a condition precedent of the Company's liability hereunder that any claim must be notified in writing to the Company at its business address **89 Short Street, #06-03 Golden Wall Centre, Singapore 188216** or wherever situated in such detail as the Company may reasonably require and that such notification must in the case of claims relating to goods alleged to be damaged be made within

seven days after delivery, or in the case of claims relating to loss or non-delivery be made within thirty days after the due date of delivery.

RATES

21. Rates offered are for ordinary merchandise, customers are responsible for the payment of any increase in rates, freights, premiums or other charges which may be imposed at any time. Customs duties and local taxes and other government charges are additional to the rates for the Company's services unless otherwise stated. All rates and charges are payable in Singapore currency unless otherwise stated.

22. Unless a special agreement is made as to the rate chargeable, the Company shall have the option of charging by value or weight or measurement.

PAYMENTS

23. Customer must pay all bills rendered by the Company promptly within 30 days from the date of bills notwithstanding any enquiries, complaints or disputes on the bills.

24. Customer must direct any enquiries on any bills to the Company's Accountant within 15 days of the date of bills, failing which it shall be deemed that such bills are correct for all purposes.

25. a. Customer is required to pay an interest charge of 2% per month on all bills which remain unpaid after the currently allowed credit period of 30 days from the date of bills notwithstanding any enquiries, complaints or disputes on the bills. This interest payment does not prejudice the Company's right to demand payment for bills exceeding 30 days.

b. In the event the Company has to commence legal proceedings for recovery of their payment for invoices, charges and disbursements, the Customer/Owner hereby agrees to pay legal costs on a full indemnity/solicitor and own client basis.

26. The Company has the right at any time at its sole discretion to suspend or close the Customers' credit facilities and demand for immediate settlement for all outstanding amount due to the Company.

COMPANY'S LIEN

27. All goods received by the Company or its agent shall be held by them subject to a general lien and right of detention for money due to the Company whether in respect of the storage, services, forwarding of those or other goods or for other charges or cost payable by the owner of the goods, and if the general lien is not satisfied within 28 days of a notice in writing sent by telefax or by post by the Company to the last known telefax address/postal address of the customer, the goods will be sold by auction or otherwise and the proceeds of sale applied to the satisfaction of the lien and expenses.

INSURANCE

28. No insurance of the goods for any risk shall be effected by the Company without prior written instructions and additional payment for the premium and other charges.

29. This agreement shall be deemed to be made in Singapore and subject to the laws of Singapore and the jurisdiction of the Court of Singapore.

30. In the event of a conflict between any of the conditions with any statute or law of Singapore, only such conditions to the extent of the inconsistency, but no further, shall be null and void.

31. Nothing in this document or elsewhere shall be deemed to be a waiver or surrender by Pacific Harvest Logistics Pte Ltd of their rights, immunities, exemption or limitation of liability or responsibility provided by statute or otherwise, presently or in future.

32. SPECIAL CONDITIONS

In addition to the above and supplementary thereto, the parties hereby further agree as follows:-

In the case of goods received for carriage, in transit or for storage, transshipment or carriage, the following additional terms shall be deemed incorporated into the contract and the customer expressly warrants as follows:-

- a. that they are the owners of or the duly authorised agents of the owners of the goods and in tendering the goods for carriage, transit, transshipment or storage accept these conditions for themselves and all other parties on whose behalf they are acting or who may be concerned with the said goods;
- b. that the Company's lien shall be paramount to any other claim whatsoever and that in the event the customer and or any party having any interest whatsoever in the goods is subject to a bankruptcy or winding-up action, the Company will be considered a secured creditor in respect of its lien for its storage charges and all other charges, expenses and disbursements in respect of the goods and shall be paid in priority to any and all other claims;
- c. the parties agree that the general lien of the Company shall cover all debts present and future due on any account to the Company by the Customer and/or any party or parties in whose name or on whose behalf the goods are stored or incurred in respect of the goods;
- d. the company has at its absolute discretion a full power with or without previous notice to the Owner or any other party to sell the goods or any part thereof by private treaty, public auction or to dispose of the goods where the invoices of the Company or any debt remains unpaid for a period longer than 3 months.
- i. Out of the proceeds from such sales, auction or disposal the Company may apply them first to recover all the charges thereby incurred and all of the said debts owed to it and apply the surplus (if any) to be paid over against a proper discharge to the Owner and or any other party lawfully claiming such surplus.

- ii. For the purpose of such sales, the Company shall be at liberty to open any package, cases or wrappings and to break open any locks or other fastenings securing or protecting such goods.
- iii. All goods stored or held in transit pending delivery or carriage or transshipment are deemed held solely at the risk of the Customer and the Company undertakes no liability for any destruction, damage, loss, theft, robbery, pilferage or any other event howsoever caused and even if due to the negligence, act or omission or wilful default of the Company, its servants or agents or employees.
- iv. The owner of the goods and or customer take entire responsibility for the goods stored, warehoused or held in transit and they undertake and agree to keep such goods fully insured against all risks while they are in the custody of the Company. The Company will however effect an insurance on behalf of the Owner or Customer if instructed to do so accordingly and the payment of the premium is duly paid or agreed to be paid by the Owner or Customer.
- v. The Customer hereby agrees that he hereby specifically waives for himself and all his heirs, successors and subrogees any and all rights of claim against the Company arising out of the contract for services to be performed by the Company and recourse shall be only under the insurance policy.
- vi. The customer agrees that he shall insure and keep insured the goods/services provided by Pacific Harvest Logistics Pte Ltd for the total period of the contract and covenants that such insurance shall contain a non-subrogation clause/waiver of subrogation. In the event the shipper/Merchant fails to do so, he hereby specifically waives for himself and all his heirs, successors and subrogees any and all rights of claim against the carrier arising out of the carriage, delivery and/or contact.
- vii. It is hereby agreed that the Company shall not be responsible for the condition or content of any package received for storage, carriage or transit nor for loss of weight or volume nor for any loss or damage to the said goods before or after storage, carriage, transit or delivery caused by Act of God, public enemies, hostilities, strikes, lockouts, riots, restraint of rulers or people, effect of climate, monsoons, tempest, torrential rains, floods, sea or water, temperature changes, heat, fire, lightning, earthquake, explosion, vermin, white ants, unprotected or insufficiently protected packages, castings or machinery, defective or insufficient packing or packages, obliteration of marks, hook holes, tearing of covers, bursting of bands or hoops, leakage, rust, decay, mildew, dryrot, evaporation, fumigation, accidents, latent defects, natural causes and other circumstances which the Company could not with reasonable diligence avoid or control.
- viii. In any event, unless a contrary law or statute has application and to that extent only, the liability of the Company shall not exceed S\$1.00 per kilo or S\$100.00 per package or customary freight unit or the invoice value of the goods, whichever is the lesser.
- ix. The Customer hereby agrees that the Stuffing/Loading Report raised by **Pacific Harvest Logistics Pte Ltd** and its authorised Stuffing/Unstuffing Agents shall be conclusive in all disputes related to cargo storage or discrepancies for all purposes.

33. Any assistance given by use of the Company's workers and/or forklifts or other lifting or handling machinery will be entirely at the risk of the Owner or Customer who will be responsible

to supervise the same and the Company takes no responsibility whatsoever for any loss, damage, accident whatsoever arising out of such assistance.

LIBERTIES OF THE COMPANY

34. The Company shall be at liberty and entitled to sub-contract on any terms the whole or any part of the work or services to be performed and the Owner/Customer agrees to be bound thereby on those terms.

35. The Customer/Owner undertakes that no claim or allegation shall be made against any person or warehouse operator or transport provider or carrier whatsoever, other than the Company including but not limited to the Company's servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of the work or services, whether directly or indirectly is procured, performed or undertaken which imposes or attempts to impose upon any such person or warehouse operator or transport provider or carrier any liability whatsoever in connection the goods, and if any claim or allegation should nevertheless be made, to defend indemnify and hold harmless the Company against all consequences thereof. Without prejudice to the foregoing every such other person, warehouse operator or transport provider or carrier shall have the benefit of all provisions herein benefiting the Company as if such provisions were expressly for his benefit and in entering into this contract, the Company, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such persons, warehouse operators, or transport providers or carriers and they shall be to this extent be or be deemed to be parties to this contract.

36. The Customer or Owner shall defend indemnify and hold harmless the Company against any claim, liability, costs or expenses arising from the services performed insofar as such claim or liability exceeds the Company's liability under this contract/General Trading Conditions and which shall apply irrespective of whether the claim lies in contract or in tort.

37. The Customer or Owner shall in any event indemnify the Company against any and all claims by relevant authorities and third parties arising out of and in connection with the carriage and/or services performed directly or indirectly.

38. The company shall not be liable for any claims for any consequential losses or damage in any circumstances whatsoever.

39. The Company shall be absolutely discharged of all liability whatsoever and in any event unless suit is brought within 9 months of the event giving rise to the claim.

40. The Owner and/or Customer in contracting for and accepting the work or services performed herein by the Company, hereby unreservedly agree to the sole jurisdiction of the Singapore Courts and the applicability of Singapore law to any dispute arising herefrom.