

TAMADAM BONDED WAREHOUSE BERHAD
(Company No. 82731-A)

Conditions of Business

1 February 2001

Conditions of Business

SECTION A – DEFINITIONS

1. The following definitions shall be applicable to the terms and conditions herein contained.

“these Conditions”	shall mean the terms and conditions hereinafter contained.
“the Company”	shall mean TAMADAM BONDED WAREHOUSE BHD.
“official”	shall mean any management staff of TAMADAM BONDED WAREHOUSE BHD of the rank manager or above.
“the Storer”	shall mean any persons, firms companies or legal entities who tender or deliver Goods to or into the custody of the Company for the purpose of storage.
“the Goods”	shall include, but are not limited to, packages, loose goods, bulk commodities, fungibles and any and all items which are or have been or are to be transported, loaded, discharged, handled, stored or warehoused and shall further include Containers and chassis transported or to be transported aboard a vessel as cargo.
“Container”	shall mean an article of transport equipment (lift van, flat rack, portable tank or similar structure, including normal accessories and equipment) designed for repeated use in carriage of goods or commodities by rail, vessel or highway vehicles.
“Licensee”	shall mean any person granted permission of the Company to enter or to be upon the Premises.
“Premises”	shall mean any premises in possession of the Company whether as registered owner or tenants and all buildings, structures, roads, ways yards, fixed or movable things affixed thereto or resting thereon whether owned, leased, occupied or controlled by the Company.

SECTION B – GENERAL

2. These Conditions shall apply to all Storer who enter into any relationship with the Company whether express or implied in fact or in law. The entering into such relationship shall constitute acceptance of any agreement to these Conditions. Any persons, firms, companies, or legal entities tendering or delivering Goods to or into the custody of the Company warrants that he or it has the authority of others interested in such Goods to accept and agree to these Conditions on behalf of such others.

3. No variation or waiver of these Conditions of any nature may be made by any employee of the Company except by a Director of the Company who may vary them only in writing referring to these Conditions and addressed to the persons, firms or companies concerned. All requests for an explanation of the meaning of these Conditions or their application to any given circumstances must be made in writing to the Company whose written reply alone shall be binding on the Company.
4. Notice is hereby given that the Company acts only as a licensed public bonded warehouse.
5. Except as specifically provided under Clause 3 above, no statement of any agent, employee or representative of the Company made or purporting to be made on behalf of the Company shall be deemed to be a collateral contract or to have any contractual effect.
6. The Company is under no liability to insure any Goods against fire, marine or other risks. The Storer of the Goods shall arrange their own insurance at their own costs and expenses.

SECTION C – LICENCE TO ENTER PREMISES

7. No person shall enter or to be upon any part of the Premises except with the permission of a duly authorized official of the Company and such permission may be of fixed duration.
8. All Licencees with or without vehicles entering the Premises and remaining thereon shall do so at their own risk and on the express condition that the Company is exempted from all liability whether arising out of any Ordinance or otherwise howsoever in respect of any detention, loss, damage, death, illness or injury of whatever kind and wherever occurring however and by whomsoever caused to such Licencee or to any baggage, property, goods, effects, articles, vehicles, matters or things belonging to or carried by, with or for such Licencee.
9. A Licencee having entered the Premises whether with the permission of the Company or not, the Company by its authorized personnel reserves the right to ask any Licencee to leave the Premises immediately and failure to leave the same immediately shall give the right to the Company to forceably eject such Licencee and their vehicles.
10. Nothing in this Section except Clause 11 below shall apply to any persons or vehicles in the official service of the Police, Fire, Customs, Immigration, Medical or other Government services exercising the public executive powers when the contents of this Section would interfere with the lawful exercise of such powers.
11. A Licencee shall not:
 - a. Create a nuisance on or about the Premises.
 - b. Smoke or carry a lighted flame, spark, cigar, cigarette or pipe on or about the Premises except in designated smoking areas.

- c. Take onto or remove from the Premises any Goods, merchandise, cargo, equipment or property of any sort whatsoever except with the permission of an official of the Company.
 - d. Permit or cause their vehicles to be an obstruction to other Licences or official of the Company in any part of the Premises.
12. All Licences and/or their vehicles entering or leaving the Premises shall be subject to search by officials of the Company and every Licensee entering into or upon the Premises shall be deemed to have consented to such searches as a condition of such entry.

SECTION D – STORAGE AND DELIVERY

13. The Company will endeavour to note upon the Goods Receipt Advice all damage or defects which may be apparent upon inspection of the Goods at the time of receipt. The Storer may not assume that any earlier advices of damage which are sent to them before a complete examination has been made by the Company indicate the full extent of any damage or deficiency. Damage noted on the Goods Receipt Advice does not necessarily include skilful pilferage and/or concealed damage which is not readily detectable.
14. The Company does not undertake to store the Goods in a fixed area in the Premises or under the lot number that may be indicated to the Storer and the Company shall have the right without notice to remove such Goods to another area of the premises and to change the location number thereof.
15. A Goods Receipt Advice duly signed by an authorized official of the Company will be issued for all Goods placed in storage in the Premises. The Company reserves the right to withhold issue of the Advice until payment of all charges has been made.
16. Goods Receipt Advice and Delivery Instruction are negotiable and transferable subject to the Condition that the Company neither expressly nor impliedly, either in fact or in law, represents or warrants that the Company holds any of the goods therein mentioned other than such portion thereof as remains undelivered and shown in the books of the Company to be still in storage at the date the transfer is duly accepted and recorded by the Company.

The Company will have the unrestricted right to continue to meet Delivery Instruction signed by the Storer and endorsed by the order party (if any) shown in the books of the Company without production of the Goods Receipt Advice until such transfer is submitted for registration and so duly accepted and recorded by the Company.

17. If the Goods Receipt Advice or Delivery Instruction is presented by Parties other than the Storer for delivery of Goods from the Company, then the Goods Receipt Advice or Delivery Instruction shall be countersigned by the Storer or its authorized signatory. Each countersigned under this Clause shall constitute the signer's warranty that the document was properly issued and the party presenting the same

is the party lawfully entitled receipt of the Goods. The party countersigning the document shall give a full and complete indemnity to the Company in respect of any claim or liability for wrongful or improper delivery of the Goods.

18. If a Delivery Instruction is issued or endorsed to a party not having a signature or chip registered with the Company, the Company may deliver the Goods in reliance upon such party's signature or chop notwithstanding the same may prove to be forged or otherwise invalid.
19. When part of the Goods on deposit for storage is transferred or ordered delivered to a third party the Company may make division of all the Goods in the log without regard to actual value or condition and without apportionment of damaged or lesser value Goods between the transferred or delivered Goods and the balance of the lot.
20. No Goods shall be delivered by the Company to any Storer or persons or entities claiming under such Storer unless and until all the charges, fees, expenses, reimbursements or payments due to the Company on account of or in connection with such Goods shall have been paid in full.
21. No transfer of interest will be recognized by the Company unless and until the same has been registered in the books of the Company and such transfer of interest will not be recorded and registered in the books of the Company unless and until all charges incurred on such Goods at the time the transfer is presented for registration have been paid.
22. When a Delivery Instruction is issued to a third party by the person entitled to the goods according to the Company's books, the Company will, subject however to these conditions, upon receipt of such Delivery Instruction recognize such third party as the person entitled to the Goods referred to therein. Such third party shall also register with the Company the signature(s) of the persons authorized to sign on his or its behalf and the Conditions herein and in particular these Conditions shall apply to such third party as if such third party were the Storer.
23. A transfer fee will be chargeable at the discretion of the Company whenever a new Goods Receipt Advice is issued as a result of a transfer.
24. Notwithstanding anything herein contained the Company shall have the right at any time to refuse to recognize a Delivery Instruction where.
 - a. the Company reasonably believes the same to have been stolen or issued without authority: or
 - b. the Company reasonably believes the authority of the signatory/signatories purporting to sign the same has been revoked by the Storer: or
 - c. the Company has knowledge of any conflicting claims on the ownership of any Goods or part thereof or where the Company honestly believes that delivery of any Goods or any part thereof may result in claims by parties other than the Storer.

- d. The goods are the subject of an unsatisfied lien at the date of presentation thereof.

SECTION E – STORAGE CHARGES AND LIEN

- 25. Unless otherwise arranged, storage and other charges are payable as follows at the Company's option:
 - a. on demand; or
 - b. on delivery; or
 - c. at the end of each month for charges due according to the Company's books for Storer's on general account.
- 26. Should the storage or other charges payable on Goods remain unpaid for a period of seven days after the same shall have been demanded in writing addressed to the Storer at the address registered with the Company, the Company shall have the right to sell without notice the Goods stored by public auction or private treaty and to apply the proceeds in discharge of all costs and charges incurred in the sale and in reimbursements of the storage and other charges due to the Company. Any deficiency shall be recoverable from the Storer by the Company as a debt.
- 27. In the event that a small quantity of undelivered Goods remains from one or more Storage Lots covered by one Godown Report (and the Company's decision shall be final as to whether the undelivered Goods remaining are a small quantity or not), the Company may impose a minimum charge for such undelivered Goods which the Storer shall pay accordingly. The Company may as an alternative give the Storer notice to collect such Goods and if such Goods are not collected within 28 days for such notice the Company may treat the Goods as abandoned and having no value and they may be thereupon disposed of at the absolute discretion of the Company.
- 28. The Company shall have a lien upon all Goods present in or upon the Premises or otherwise within the Company's possession or control for any charges, fees expenses, reimbursements or payments due to the Company on account of or in connection with such Goods whether pursuant to a tariff or otherwise. Registration upon the books and records of the Company of a right of ownership or to delivery of the Goods shall not impair such lien.

SECTION F- REMOVAL AND DESTRUCTION OF GOODS

- 29. Should any Goods deteriorate or be spoiled or otherwise become a source of potential contamination or spoilage of other Goods or become noxious or in any way a hazard, the Company may upon written notice require that the Goods be removed from the Premises forthwith.
- 30. Should such Goods not have been removed from the Premises within 24 hours after the giving of such notice, or within less time or without any notice in case of extreme emergency, the Company may itself remove, and at its discretion may store or destroy, the Goods with all risks and expenses of removal for the account of the Storer or other party having interest in or responsibility for such Goods.

SECTION G – LIMITATION OF LIABILITIES

31. Notwithstanding anything said herein, the Company, its officers, agents or employees shall be exempted from all liability whatsoever for deficiency, loss, damage, injury, death, destruction, misdelivery of or to or on account of Goods, vehicles or persons however or wherever caused or incurred and for any detention or delay to Goods or vehicles whatsoever except upon proof that the deficiency, loss, damage, injury, death, destruction, misdelivery, detention or delay was caused by the willful negligence or illegal act or commission of the Company or its officers, agents, or employees.
32. Such liability in respect of the Company established under Clauses 31 above:
- a. in respect of any Goods stored or handled by the Company in the Premises and chargeable with storage fees calculated on a volume or weight basis, the total liability of the Company shall be limited to a sum computed at the rate of RM300.00 per revenue ton (i.e. per 1 cubic metre or per 1,000 kilograms, whichever is the greater), provided that in any event the total liability of the Company shall not be greater than the actual pecuniary loss suffered by the claimant.
 - b. in respect of any Goods stored or handled by the Company in the Premises and chargeable with fees calculated on a tariff rate unit, the total liability of the Company shall be limited to a sum computed at the rate of RM300.00 per tariff rate unit in the Company's actual tariff, provided that in any event the total liability of the Company shall not be greater than the actual pecuniary loss suffered by the claimant.
 - c. in respect of any Goods found on the Premises otherwise than for the purpose of storage, the said Goods shall be deemed to be present on the Premises for the purposes of storage and the total liability of the Company shall be computed in accordance with Clause 32 (a) or 32 (b) above, whichever is appropriate.
 - d. there shall not be liability for any indirect or consequential loss or damages whatsoever including but not in any way limited to customs charges or penalties, duties or taxes.
 - e. for the purpose of this Condition the value of Goods shall be the market price of goods of the same kind and quality in Malaysia immediately before the deficiency, loss, damage, destruction, misdelivery, detention or delay took place.
 - f. for the purposes of this Condition the value of Containers or vehicles shall be the owner's fully depreciated book value or the market value of such Containers or vehicles of the same kind and quality at Malaysia, whichever be the lesser value, immediately before the deficiency, loss, damage, destruction or misdelivery took place.
 - g. whenever any importer, exporter, shipper or consignee shall, prior to receipt of the Goods by the Company, make written declaration of value of

the Goods in excess of the value calculated in accordance with Clause 32(a) above and the Company shall have accepted such declaration in writing and the importer, exporter, shipper or consignee shall have paid the Company's ad valorem rates for such declared value then the limit of the Company's liability in respect of such Goods shall be the declared value.

- h. there shall not be liability on the part of the Company unless there shall be submitted to the Company, as is appropriate to the claim, the commercial invoices, packing list, manifests, delivery order, cargo receipts, bills of lading, surveyors reports and weights and measure certificate.
33. In addition to all other exemptions from and limitations of liability which the Company may have under these Conditions, the Company shall be exempted from all liability whatever, wherever and whenever arising out of or caused by:
- a. vermin, moths, worms, weevils, insects, mildew, sweat, rust, humidity, heat, freezing, dryrot or contamination; or
 - b. fire, earthquakes, incendiarism or explosion; or
 - c. labour unrest, strikes, combination, stoppages or lock cuts, whether partial general, of any persons; or
 - d. civil commotion or riot; or
 - e. the King's enemies, insurrection, war or hostilities, acts of war (declared or undeclared); or
 - f. wastage of bulk or weight, inherent vice, defect or quality of Goods; or
 - g. defect of or insufficient packaging; or
 - h. improper, insufficient, indistinct, or erroneous marking or addressing of Goods; or
 - i. Act of God, storm or flood, sea or water damage (including rain water); or
 - j. restraints of Government; or
 - k. quarantines or fumigation; or
 - l. nuclear radiation, interruption of electricity supply, interruption of water supply; or
 - m. overweight Containers not stuffed by the Company (whether or not the Company knew the Container was overweight).
34. The exemptions from the limitations of liability which the Company may have under this or any other Condition herein shall in all respects extend to and be had by any corporate affiliate of the Company and any officers, directors, servants, employees or agents of the Company or such affiliates acting in the course of or in connection with their employment or appointment.

SECTION H – INDEMNITY

35. In the event that the Company shall have liability to any party on account of loss of life or property or of injury or damage to person or property or of any deficiency, loss, damage, destruction, misdelivery of or to or on account of Goods or vehicle and such liability was caused or contributed to in any way or to any degree by any Licencee, Storer, vehicle or any other person or entity whatsoever, then the Storer so causing or contributing to the liability shall indemnify and hold harmless the Company against all such liability and all costs and expenses arising therefrom.
36. The indemnity given to the Company under this or any condition herein shall in all respects extend also to and for the benefit of any corporate affiliate of the Company and of any officers, director, servants employees or agents of the Company or such affiliate acting in the course of or in connection with their employment or appointment.

SECTION I – DANGEROUS AND SPECIAL GOODS

37. No explosive, inflammable, or otherwise dangerous or noxious Goods shall be brought into or upon the Premises or laden upon or discharged from any vehicle or Container within or upon the Premises without express prior consent of the Company requested and granted in writing.
38. Any and all explosive, inflammable, infested, contaminated or otherwise dangerous or noxious Goods discovered in or upon the Premises without such consent having been given shall be immediately removed by and at the sole risk of the Storer. In the event of any failure so to remove, the Company shall not be under any duty to give any notice whatsoever to any person or entity in regard to such Goods and shall have the absolute right to remove, sell or destroy the whole or any part or parts of such Goods at the sole expense and risk of the Storer who shall, in addition, indemnify and hold harmless the Company from any and all damage, loss, injury, death or liability caused thereby or arising therefrom.
39. Storer who wish to discharge or deliver to the Company any perishable, chilled or frozen Goods or other Goods requiring special handling or care shall give express and specific written notice to the Company at least six hours prior to each discharge or delivery specifying the precise arrangements required. In default of such written notice, the Company shall not be liable for any deficiency, loss, damage, injury or destruction of or on account of the Goods subject always to the conditions under Section G above. Discharge or delivery to the Company shall not be ordered or permitted to commence until the company has given its consent to such arrangements and then shall be subject to any conditions contained in the consent.
40. Whenever consent to discharge, lading, presence or delivery of any Goods is required under Clause 37 above or notice is given under Clause 39 above the entity making such request or giving such notice and each and every other entity acting by or through such first entity shall be deemed to have consented with and warranted to the Company that each and every ordinance, statute, by-law, regulation or public order or directive for the time being in force within Malaysia

and pertaining to the Goods shall have been met and complied with and shall indemnify and hold harmless the Company against all injury, loss or damage or claim therefore however and wherever and whenever made against the Company for which it may be or become liable in respect of injury or death to persons or loss of or damage to property or delay arising out of, caused or contributed by, a failure to comply with any such ordinance, statute, by-law regulation or public order or directive.

SECTION J – NOTICE OF CLAIM

41. All claims in respect of any loss or damage or injury or death shall be absolutely barred in any event unless written notice with specific description of the particular loss or damage or injury or death shall have been given to the Company:
- a. in the case of loss or damage to Goods, not later than the time of removal of the Goods into the custody of the person or entity entitled to take delivery thereof and the Company shall have been offered reasonable opportunity to engage a joint inspection within 24 hours after receipt of such notice; or
 - b. in the case of injury or death to any Licencee, not later than the 60th day after an accident or occurrence claimed to have caused personal injury or death. In the case of all other claims, within seven (7) clear working days from the date of the incident complained of.

SECTION K – NOTICE

42. All notice required to be given by the Company under these Conditions may be given by post addressed to the last known address of the party to whom directed or to the last known address of the agent of such party, or by leaving the notice at such address and such notice shall be deemed to have been received in the due course of post or at the time of such leaving.

SECTION L – LAW APPLICABLE

43. These Conditions of Business shall be governed by and construed in accordance with the laws of Malaysia but in enforcing these conditions, the Company shall be at liberty to initiate and take actions or proceedings or otherwise against the Storer in Malaysia and/or elsewhere as the Company may deem fit and that the service of any writ or summons or any legal process in respect of such action or proceedings may be effected by the Company on the Storer by forwarding a copy of the writ or summons or any legal process by prepaid registered post to the last known address of the Storer.