

Standard Trading Conditions

1. Definitions

360 FREIGHT SOLUTIONS PTE LTD hereinafter called "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.

If any legislation is compulsory 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. 'Goods' means the cargo accepted from the Shipper and includes any Container not supplied by or on behalf of the carrier.

Merchant includes the Shipper, Holder, consignee, the receiver of the goods of this Bill of lading and anyone acting on behalf of any such persons. 'Holder' means any person for the time in possession of this Bill of Lading to whom the property in the Goods has passed on or by reasons of the consignment of the goods or the endorsement of this Bill of Lading or otherwise.

2. Company's Tariff

The terms of the Company's applicable tariff are incorporated herein. Copies of the relevant provisions of the applicable tariff are obtainable from the Company upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff this Bill of Lading shall prevail.

3. Warranty

The Merchant warrants that in agreeing to the terms hereof he is or has the authority of the person owning or entitled to the possession of the Goods and this Bill of Lading.

4. Sub-contracting

(i) The Company shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Company in relation to the Goods.

(ii) The Merchant undertakes that no claims or allegation shall be made against any servant, agent or sub-contractor, including, without limiting the generality of the foregoing, terminal and depot operators shall have the benefits of all provisions herein benefitting the Company as if such provisions were expressly for their benefit, and in entering into this contract the Company to the extent of those provisions, does so not only on its own behalf, but also as agent and trustee for such servants, agents and sub-contractors including without limiting the generality of the foregoing, terminal and depot operators.

(iii) The expression 'sub-contractor' in this clause shall include direct and indirect sub-contractors and their respective servants and agents.

5. Company's responsibility

(i) The Company shall be liable for loss of or damage to the Goods occurring between the time when he receives the Goods for transportation and the time of delivery.

(ii) The Company shall however, be relieved of liability for any loss or damage if such loss or damage arose or resulted from:

(a) The wrongful act or neglect of the Merchant.

(b) Compliance with the instructions of the person entitled to give them

(c) The lack of, or insufficiency of or defective condition of packing in the case of Goods which, by their nature are liable to wastage or to be damaged when not packed or when not properly packed.

(d) Handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant.

(e) Inherent vice of the Goods.

(f) Customs' confiscation on their own discretion with/without notice to the Merchant, its agent or custom broker at origin or destination.

(g) Insufficiency or inadequacy of marks or numbers on the Goods coverings or containers.

(h) Strikes or lock-outs or stoppage or restraints of labor from whatever cause whether partial or general.

(i) Any cause or event which the Company could not avoid and the consequence whereof he could not prevent by the exercise of reasonable diligence.

(iii) Where under sub-clause (ii) the Company is not under any liability in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable under this clause have contributed to the loss or damage.

(iv) The burden of proving that the loss or damage was due to one or more of the causes, or events, specified in (a)(b) and (h) of sub-clause (iii) shall rest upon the Company.

When the Company establishes that in the circumstance of the case, the loss or damage could be attributed to one or more of the causes, or events, specified in (c) to (i) of sub-clause (ii). It shall be presumed that it was so caused.

6. The Amount of Compensation & Time Bar

(i) When the Company is liable for compensation in respect of loss or damage to the Goods such compensation shall be calculated by reference to the invoice value of the Goods plus freight charges and insurance if paid.

(ii) If there is no invoice value of the Goods, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered to the Merchant in accordance with the contract or should have been so delivered. The value of the goods shall be fixed according to the commodity exchange price, or if there be no such price, according to the current market price or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

(iii) Compensation shall not however exceed US\$ 2.00 (Two) per kilo of gross weight of the Goods lost or damage.

(iv) Higher compensation may be claimed only when with the consent of the Company, the value for the Goods declared by the Shipper which exceeds the limits laid down in this clause has been stated in this Bill of Lading, in that case the amount of the declared value shall be substituted for that limit. Any partial loss or damage shall be adjusted pro rate on the basis of such declared value.

(v) Any rights to damages against the company shall be extinguished unless an action is brought within 6 months from the date of arrival at destination, or from the date on which the shipment ought to have arrived, or from the date on which the transportation stopped.

7. Special provisions

(1) Notwithstanding anything provided for in Clauses 5 and 6 of this Bill of Lading/Air waybill and subject to Clauses 18 and 19 if it can be proved where the loss or damage occurred the Company and the Merchant shall as to the liability of the company, be entitled to require such liability to be determined.

(a) by the provisions contained in any international convention or national law which provisions -

(i) cannot be departed from by private contract to the detriment of the Merchant and

(ii) Would have applied if the Merchant had made a separate and direct contract with the carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.

Provided that an international convention or national law may be invoked as aforesaid only if it would have been applicable if the contract referred to in (ii) above were governed.

(1) where the loss or damage occurred between the time that the Goods were received by the Company for transportation and the time that the Goods were loaded at the sea port of loading, by the internal law of the State of the place of receipt or

(2) where the loss or damage occurred during carriage by sea by the internal law of the final port of discharge, or

(3) where the loss or damage occurred between the time that the Goods were discharged at the final port of discharge and the time that the Goods were delivered to the Merchant by the internal law of the State of the place of delivery, or

(b) Subject to (a)-

(i) by the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bills of Lading dated 25th August, 1924 if the loss or damage is proved to have occurred at sea or on inland waterways, for the purposes of this sub-Clause the limitation of liability under the Hague Rules shall be deemed to be PDS 100, lawful money of the United Kingdom per package or unit and references in the Hague Rules to carriage by sea shall be deemed to include references to carriage by inland waterways and the Hague Rules shall be construed accordingly or applicable Warsaw Convention

(2) If the whole of the carriage undertaken by the Company is limited to carriage from a Container Yard (CY) or Container Freight Station (CFS) in or immediately adjacent to the sea terminal at the port of loading to a CY or CFS in or immediately adjacent to the sea terminal at the port of discharge, the liability of the Company shall be determined by the national law, which shall be applicable to the carriage by sea under paragraph (a) above, or failing which shall by the Hague Rules, referred to in (1) (b)(i) above, irrespective of whether the loss or damages is proved to have occurred during the period of carriage at sea or prior of subsequent thereto.

8. General

(i) The Company does not undertake that the goods shall arrive at the sea port of discharge or place of delivery at any particular time or to meet any particular market or use and save as provided in Clause 7, the Company shall in no circumstances to be liable for any direct, indirect or consequential loss or damage caused by delay.

The Liability of the Company or indirect or consequential loss or damage caused by delay shall in no case exceed the freight for the transport covered by the Bill of Lading

(ii) Save as otherwise provided herein, the Company shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.

(iii) The terms of this Bill of Lading shall govern the responsibility of the Company in connection with or arising out of the supply of a Container to the Merchant whether before or after the Goods are received by the Company for transportation or delivered to the Merchant.

9. Defenses and Limits of the Company

(i) The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against the Company for loss or damage to the Goods whether the action be founded in contract or tort.

(ii) The Company shall be entitled to the benefit of the limitation of liability provided for in Clause 6.

(iii) if it is proven that the loss or damage resulted from an act of omission of the Company done with intent to cause damage or recklessly and with knowledge that damage would probably result.

(iv) Our company fully reserves our rights or actions against our client and must be fully indemnify against all consequences in consideration of our complying our clients or her agents, associates, servants, representatives, shipment instructions as to the documentation of our house Bill of Lading, port or airport of actual destination.

10. Inspection of Goods

The Company shall be entitled but under no obligation to open any Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to the Container or its contents or any part thereof, the Company may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the carriage or to store the same ashore or afloat under cover or in the open at any place which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Company against any reasonable additional expense so incurred.

11. Description of Goods

(i) This Bill of Lading/Air waybill shall be prima facie evidence of the receipt by the Company in apparent good order and condition except as otherwise noted of the total number of Container or other packages or units enumerated overleaf. Proof to the contrary shall not be admissible when this Bill of Lading has been transferred to a third party acting in good faith.

(ii) No representations made by the Company as to the weight, contents, measure, quantity, quality, description condition, marks, numbers or value of the Goods and the Company shall be under no responsibility whatsoever in respect of such description or particulars.

12. Shipper (Client's) Responsibility

(i) The Shipper warrants to the Company that the particulars relating to the Goods as set out overleaf have been checked by the Shipper on receipt of this Bill of Lading and that such particulars; and; any other particulars furnished by or on behalf of the Shipper are correct.

(ii) The Shipper shall indemnify the Company against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Company to such indemnity shall in no way limit his responsibility and liability under the Bill of Lading to any person other than the Shipper.

(iii) All shipment undertaken by The Company is at clients' own account and risk.

13. Freight and Charges

(i) Freight and charges shall be deemed fully earned in receipt of the Goods by the Company and shall be paid and non-returnable in any event.

(ii) The Merchants' attention is drawn to the stipulation concerning currency in which the freight and charges are to be paid rate of exchange, devaluation and other contingent relative to freight and charges in the applicable tariff.

(iii) The freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. The carrier may at any time open any container or other package or unit in order to reweigh, re-measure or re-value the contents and if the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to either five times the difference between the correct freight and the freight charged or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Company.

(iv) Full freight hereunder shall be due and payable at the place where this Bill of Lading is issued by the Shipper in cash without deduction on receipt of the Goods or part thereof by the Company for shipment even if stated in this Bill of Lading to be payable elsewhere and shall be deemed to have been fully earned upon receipt of such goods. All charges due hereunder together with freight (if not paid) at the sea / air port of loading as aforesaid) shall be due from and payable on demand by the Shipper. Consignee, owner of the Goods of Holder of this Bill of Lading/Air waybill (who shall be jointly and severally liable to the Carrier thereof) at such port or place as the Company may require, vessel or cargo lost or not lost from any cause whatsoever.

(v) All Freight incomes owing to the Company must be settled without deductions or deferment on account of any claims, counter-claim or set-off.

14. Lien

The Company shall have a general lien on all Goods and documents belonging to or in which the merchant has an interest etc and for all sums payable to the Company under this contract and for that purpose shall have the right to sell the Goods by public auction or private freely without notice to the Merchant.

This lien also apply to The Company worldwide agent in respect to any air or ocean shipment being routed by The Company, it's clients or agents accordingly but not limited to the actual destination as instructed by our Company for strict compliance.

15. Optional Stowage

(i) The Goods may be stowed by Company in Containers or similar articles of transport used to consolidate goods.

(ii) Goods stowed in Containers other than flats or pallets whether by the Company or the Merchant, may be carried on or under deck without notice to the Merchant. Such goods (other than livestock) whether carried on deck or under deck shall participate in general average and shall be deemed to be within the definition of goods for the purpose of the Hague Rules.

16. Deck cargo

Goods (not being Good stowed in Containers other than flats or pallets) which are stated herein to be carried on deck are carried without responsibility on the part of the Company for loss or damage of whatsoever nature arising during carriage by sea whether caused by not -seaworthiness or negligence or any other cause whatsoever.

17. Methods and Routes of Transportation

(i) The Company may at any time and without notice to the Merchant:

(a) Use any means of transport or storage whatsoever.

(b) Transfer the goods from one conveyance to another including trans-shipping or carrying the same on another vessel than the vessel named overleaf or any other means of transport whatsoever.

(c) Proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place or port whatsoever once or more often and in any order.

(d) Load and unload the Goods at any place or port (whether or not any such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at any such place or port.

(e) Comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Company the right to give orders or directions.

(ii) The liberties set out in sub-clause (i) may be invoked by the Company for any purpose whatsoever including undergoing repairs, towing or being towed, adjusting instruments, dry-docking and assisting vessels in all situations and anything done in accordance with sub-clause (i) or any delay arising there from shall be deemed to be within the contractual carriage and shall not be a deviation.

18. Masters affecting Performance

If at any time the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay difficulty or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavor, the Company (whether or not the transport is commenced) may without notice to the Merchant treat the performance of this contract as terminated and place the Goods or any part of them at the Merchant's disposal at any place or port which the Company may deem safe and convenient whereupon the responsibility of the Company in respect of such Goods received for transportation and the Merchant shall pay any additional costs of carriage to and delivery and storage at such place or port.

19. Dangerous Goods

(i) The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radioactive or damaging nature without previously giving written notice of their nature to the Carrier and making the Goods and the Container or other casing on the outside as required by any laws or regulations which may be applicable during the carriage.

(ii) If the requirements of sub-clause (i) are not complied with, the Merchant shall indemnify the Company against all loss, damage or expenses arising out of the Goods being tendered for transportation or handled or carried by the Company.

(iii) Goods which are of any time become dangerous, inflammable, radio-active or damaging may at any time or place, be unloaded, destroyed or rendered harmless without compensation and if the Merchant has not given notice of their nature to the Company under (i) above, The Company shall be under no liability to make any general average contribution in respect of such Goods.

20. Refrigerated cargo

(1) The Merchant undertakes not to tender for transportation any Goods which require refrigeration without previously giving written notice of their nature and particular temperature range to be maintained and in the case of a refrigerated Container packed by or on behalf of the Merchant further undertakes that the Goods have been properly stowed in the Container and that its thermostatic controls have been adequately set by him before receipt of the Goods by the Company.

If the above requirements are not complied with the Company shall not be liable for any loss of or damage to the Goods howsoever arising.

(2) The Company shall not be liable for any loss of or damage to the Goods arising from latent defect, derangement, breakdown, stoppage of the refrigerating machinery, insulation and/or any apparatus of the Container, vessel, conveyance and any other facilities, provided that the Company shall before or at the beginning of the transport exercise due diligence to maintain the refrigerated Container in an efficient state.

21. Regulations relating to Goods

The Merchant shall comply with all regulations or requirements of Customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods and indemnify the Company in respect thereof.

22. Notification and delivery

(1) Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for information of the Company and failure to give such notification shall not involve the Company in any liability nor relieve the Merchant of any obligation hereunder.

(2) The Merchant shall take delivery of the goods within this time provided for in the Company's applicable tariff.

(3) If the Merchant fails to take delivery of the Goods or part of them in accordance with this Bill of Lading the carrier may without notice un-stow the Goods or that part thereof and/or store the Goods or that part thereof ashore, afloat, in the open or under cover, Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Company in respect of the Goods or that part thereof shall cease.

(4) The Merchant's attention is drawn to the stipulations concerning free storage time and demurrage contained in the Company's applicable tariff, which is incorporated in this Bill of Lading.

23. Insurance

The Company shall only be responsible for loss or damages to our equipment or any injury to our employees and shall not be liable beyond that to any part whatsoever.

Your company is responsible for taking up, at your own expense, all necessary insurance coverage for the goods during transit, transportation and whilst they are in our custody and/or stored in our premises and shall ensure that the respective insurers waive all rights of subrogation against our company, our affiliates and our respective employees, servants or agents.

Your company shall therefore provide the necessary insurance to cover any loss or damage that may arise to your company principal's cargo during transportation, handling, loading, unloading and shall only look to your insurers solely for recovery of such loss or damage.

Out company shall only arrange insurance cover on your behalf only upon oral /express or written instructions and upon your acceptance of premiums payable for such arrangement.