

(The headings of the clauses herein have been inserted for convenience only and shall not affect the interpretation of the provision of these terms and conditions.)

APPLICATION

Customer upon engaging TASCO Berhad (TASCO) as service provider in respect of its goods which shall include any packing, containers or equipment supplied by the customer or owner (collectively the "Goods"), shall be deemed to have fully accepted and agreed to the terms and conditions set out herein (collectively "STTC") which shall apply to all or any business undertaken by TASCO including, provision of advice, information and any services whatsoever (collectively the "Services") save where the following industrial standard trading terms and conditions as indicated under (a), (b), (c) and (d) (collectively "ISTTC") or there is a separate written contractual agreement made with customer shall apply as the case may be: -

- (a) In the case of movement of goods by sea, the provisions as set out in the House Bill of Lading or Waybill of TASCO or its affiliate (whether or not negotiable) shall apply.
- (b) In the case of movement of goods by air, the provisions as set out in TASCO's House Air Waybill (whether issued as agent or otherwise) shall apply.
- (c) In the case of haulage Services, the conditions of carriage of Association of Malaysian Hauliers (AMH) shall apply.
- (d) All other Services rendered by TASCO including road, rail transportation and warehousing, the standard trading conditions of Federation Of Malaysian Freight Forwarders (FMFF) shall apply.

Copy of the aforesaid ISTTC is available upon request. In the case of any inconsistency between STTC and ISTTC, the later shall prevail. However, where there is a separate written contractual agreement made with customer, the expressed provisions contained therein shall be paramount and prevail over ISTTC and STTC. TASCO reserves the right, unilaterally, and from time to time, in writing, to modify, amend or supplement the terms and conditions without notice. Any reference in these conditions to agreement in writing that varies these terms and conditions must be on TASCO stationery and signed by a director of the company.

PROVISION OF SERVICES

Save for any specific written instruction from customer, TASCO reserves to itself full liberty as to the means, storage, route and procedure whatsoever to be followed in the performance of any Services. All transportation related Services shall be performed within reasonable dispatch and TASCO does not guarantee any pick up or delivery time of customer's Goods. For the provision of customs clearance and forwarding services, including statutory documentation and the preparation and issuance of Bills of Lading by TASCO, TASCO acts as the "agent" of the Customer. Customer acknowledges that it is required to review all documents and declarations prepared by TASCO and shall immediately advise TASCO of any errors, discrepancies, incorrect statements or classifications, or omissions on any declaration or other submission filed on Customer's behalf. For Services which involve specialist packing, unpacking and/ or moving of machinery or equipment from the place of unloading up to its final positioning and/ or erection in customer's premises, TASCO is solely acting as agent of customer in securing such Services by establishing contracts with third parties and TASCO shall not be liable for any accident or for any act, neglect or default howsoever arising on the part of such third parties.

CARGO COLLECTIONS & DELIVERIES

Prompt and timely loading and unloading of Goods shall be the responsibility of customer. TASCO reserves the rights to charge additional trucking fees and/ or other pecuniary losses incurred by TASCO as a result of delay of customer.

TARIFF RATES

All tariff rates quoted are based on the current rates, dues and charges of the relevant authorities and should there be any variations before completion of the Services, the new revised tariff rates shall be charged to the customer accordingly. In respect of Services the cost of which are dependent on costs which are controlled by the Government or other relevant authorities (such as but not limited to the cost of fuel and road toll) shall subject to change whenever there is an announcement of such change by the Government or other authorities.

PACKING

Except where TASCO is instructed in writing to pack the Goods, customer undertakes that all Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowing, labelling and marking are appropriate to any operations or transactions affecting the Goods. TASCO shall not be liable for any loss of or damage to the Goods to the extent that the same is caused by improper or insufficient packing, stowage, labeling and marking.

LIABILITY

TASCO shall not be liable for any loss of or damage to the Goods of whatsoever nature arising out of or in connection with the performance of the Services unless such loss or damage is proved to have been caused by the negligent or willful default of TASCO, its employees, agents or sub-contractors and there have been no contributory negligence of the customer. Notwithstanding any other provisions set out herein, in no case shall TASCO be held liable for any claim, whatsoever and however arising, relating to damage or destruction of Goods caused by fire and consequential loss of any kinds which include but not limited to loss of profit, loss of market, loss of goodwill or reputation, or any indirect pecuniary loss whether known or not known to TASCO. The liability of TASCO howsoever arising and notwithstanding that such liability shall have arisen from the neglect or default of TASCO, its appointed agents or subcontractor shall at all times not exceed a maximum limit of RM 100,000.00 in the event of loss of or damage to the Goods, and RM 2,800.00 in respect of any financial loss resulting from any error or omission relating to custom clearance and forwarding and related services.

NOTICE OF CLAIM

TASCO shall be discharged of all liabilities whatsoever in respect of the Goods unless notice of loss of or damage to the Goods indicating the general nature of such loss or damage, shall have been given in writing to TASCO immediately upon delivery at the Place of Delivery and a formal claim received within thirty (30) days of the receipt of the Good.

INSURANCE

TASCO does not provide insurance of any kind. Customer undertakes to insure its Goods against all risks to the full insurable value thereof and all such insurance shall incorporate waiver of subrogation clause.

AUTHORIZED TRANSACTIONS

All quotations between TASCO and customer shall be expressly set out in writing on TASCO stationery and signed by an officer of TASCO of at least senior manager level.

PAYMENT

Customer shall make payment on all invoices received within the agreed credit period from the date of the invoices. Payment of TASCO's Ringgit denominated invoices to foreign customer shall be paid in USD or other agreed foreign currency at the prevailing Buying TT Exchange Rates as quoted by Maybank at www.maybank2u.com.my at the date of payment. A claim or counterclaim relating to an invoice shall not be relied on as a reason for deferring or withholding payment to TASCO on other invoices. TASCO is entitled to charge late payment interest of 1.5% per month on the invoice value from the due date of the invoice to the date of actual payment.

FORCE MAJEURE

TASCO shall be relieved of any liability or obligation herein the fulfillment of which is prevented as a consequence of an Act of God, War, Fire, Riot, Civil Commotion and/or any statute of Government rule, order or obligation or any other cause beyond the reasonable control of TASCO.

CUSTOMS DUTIES & TARIFF CLASSIFICATION

In the event of any dispute in customs tariff classification by Customs that involves increase of customs duties and taxes TASCO shall claim the difference from the customer.

DUTIES, TAXES

The quotation of TASCO does not include any import/export duties and taxes unless otherwise stated. If there should be any disbursement the amount payable shall be paid to TASCO prior to effecting customs clearance.

GST

All rates and charges as quoted by TASCO are exclusive of Goods & Services Tax ("GST"), or its equivalent which may be imposed now or hereafter. Customer shall be liable for such taxes as and when it is imposed by the government.

STRATEGIC TRADE ACT 2010

Customer shall abide by the Strategic Trade Act 2010 of Malaysia and all applicable export control laws and regulations of the countries from which the Goods are imported from. Customer undertakes to fully indemnify TASCO and its affiliate companies from and against any and all claims, losses, obligations, liabilities, costs and expenses (including but not limited to all legal and other fees) arising from any infringement of this Act by Customer.

LIEN

All Goods (and documents relating to goods) shall be subject to a particular and general lien and right of detention for monies due either in respect of such Goods, or for any particular or general balance of other monies due from the customer or the owner to TASCO. If any such monies due to TASCO are not paid within 14 days after notice has been given to the customer that such Goods are being detained, the goods and/or the documents may be sold by auction or otherwise at the sole discretion of TASCO at the expense of the customer and the proceeds (net of the expenses in connection with such sale) applied in or towards satisfaction of such indebtedness, and TASCO shall not be liable for any deficiencies or reduction in value received on the sale of the Goods nor shall the customer be relieved from the liability merely because the Goods have been sold. The rights of TASCO under this Clause are independent and cumulative.

DEFENCES

The defences and limits of liability provided herein shall apply in any action against TASCO for loss of or damage to the Goods or delay in delivery whether the action is founded in contract, in tort or otherwise.

ACCURATE INFORMATION

Customer shall provide TASCO with information concerning the Goods, which is accurate, complete and sufficient to allow TASCO to comply with all laws and regulations concerning the storage, handling and transporting of the Goods. Customer shall indemnify and hold TASCO harmless from all loss, cost, penalty and expense (including reasonable attorneys' fees) which TASCO pays or incurs as a result of customer failing to fully discharge this obligation.

SEVERABILITY and WAIVER

If any provision of these conditions or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of these conditions shall not be affected thereby but shall remain in full force and effect. The failure of TASCO to exercise or enforce any right, remedy or provision contained in the conditions at any time or for any period of time shall not constitute a waiver of such right, remedy or provision.

GOVERNING LAWS

The provisions of these Conditions contained herein shall be governed and construed by the Laws of Malaysia.