

# MALTACO M.S. SDN BHD (76138M)

Telephone : 6 03 – 3168 9941  
Fax : 6 03 – 3176 0425

92-A, Jalan Tengku Badar  
P.O. Box 116, 42000 Port Klang  
Selangor Darul Ehsan, Malaysia

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## **Standard Trading Terms and Conditions with Maltaco Group of Companies**

1. These terms and conditions and all documents incorporated by specific reference therein, will be the complete reference therein and will be completed and the exclusive statement of the terms of the agreement governing Standard Trading Terminal Condition (STTC) with Maltaco Group of Companies (Maltaco).
2. Unless otherwise specified by the client, the quotation given by Maltaco shall assume that the cargo handled are all bundled or unitized and must NOT be in loose form. Separate charges shall be imposed upon the client in the event the cargo is found to be in loose form or non-unitized.
3. The details in regards to special bulk discounts given to clients that meet certain conditions can be obtained from the customer service representative. This discount is payable to the client that meets the conditions within one (1) month after the end of each anniversary year. The two (2) general conditions include :-
  - (i) payment in full within the credit period given; and
  - (ii) meeting the minimum tonnage of cargo handled by Maltaco per anniversary year.
4. **Client's Responsibilities**

It is the client's responsibility to ensure that there is sufficient clearance (dunnages) between each bundle of cargo on the lorry to enable Maltaco's forklifts to lift the cargo without damaging Maltaco's equipment. Maltaco reserves the right to refuse off-loading of cargo from lorries without sufficient clearance, without being responsible for any delay, cargo shut-out and any other related costs incurred by the client. Should the client insist on Maltaco taking delivery, the client shall be

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required to give Maltaco a letter of indemnity absolving Maltaco of all/ any liability should the cargo be damaged in part or wholly as a result of the handling by the forklift due to insufficient clearance between the cargo.

5. It is the client's responsibility to provide Maltaco the shipment's packing list a minimum of one (1) week before the shipment date to enable Maltaco to plan the receipt of the cargo at the warehouse.
6. The price quoted DOES NOT include any Port Charges, Insurance Coverage nor Security for the Cargo and the Warehouse. The Client shall at all times ensure that the Client has purchased or obtained full insurance coverage for the cargo against any event of loss or damage for the consignment / goods, including coverage for the container which holds the consignment /goods.
7. Unless Maltaco are advised in writing by the client Maltaco shall be deemed to be covered under "Subrogation Insurance". Any claims whether for loss or damage to cargo, howsoever it may arise, whether from the third party, shall be against the client's own insurer. In the event after verification and investigation is found that the loss was as a result of Maltaco's own negligence or fault, the client's insurer shall then lodge a claim against Maltaco's insurers. The Client shall in no circumstance lodge a "direct claim" against Maltaco.
8. **Cancellation of Services**  
Cancellation of services is permissible provided the client gives Maltaco at least eight (8) hours advance notice in writing. Cancellation without sufficient notice shall attract a cancellation charge on a "per man/unit per shift or part thereof" basis.

9. **Payments**

The Client shall pay Maltaco in cash or in such manner as Maltaco may agree, all sums immediately when it becomes due WITHOUT any deduction or deferment on account of any claim, counterclaim or set-off.

10. **Notification of Claim**

Maltaco shall be discharged of any liability whatsoever UNLESS:-

- a) Notice of any claim is received in writing by Maltaco within fourteen (14) days from the date the liability arose; or
- b) Suits brought at the proper forum and written notice thereof received by Maltaco within nine (9) months after the liability arose.

11. **Limitation of Remedy and Liability**

The Client agrees that Maltaco shall in no event be liable for any loss, damage, expense or delay to the consignment/goods for any reason except to the extent caused by Maltaco's negligence or willful misconduct. The amount of such liability for any reason, including as a result of gross negligence or other fault of Maltaco shall be limited as follows:-

- a) In respect of physical loss or damage to a container, Maltaco shall pay the depreciated value of the container or the reasonable costs of repair, whichever is the lesser, PROVIDED ALWAYS the liability of Maltaco under this paragraph shall not exceed RM 4,000.00 for a twenty-foot equivalent dry container.
- b) In respect of direct physical loss or damage to cargo, vessel or its equipment, Maltaco shall pay the depreciated value of such vessel or the

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reasonable costs of repair, whichever is the lesser, provided always that Maltaco's liability under this paragraph :

- i) shall not exceed 20% of our invoice amount for the particular shipment (hereinafter referred to as "this Sum") to the client in respect of any one incident or series of related incidents occurring in connection with or consequent upon one (1) event;
- ii) that this Sum shall be inclusive of any liability or pursuant to the preceding clause (11)(a) and the relevant clauses as set out in the current Federation of Malaysian Freight Forwarders (FMFF) Standard Trading Conditions (STC) arising out of any one incident or series of related incidents occurring in connection with or consequent upon one (1) event; and
- iii) our limit for such exposure Shall Not exceed RM100,000.00 in total in connection with or consequent upon one event as described above.

11.1 For the avoidance of doubt Maltaco has made the Client aware that the stevedore gangs (the Gangs) are employed by the Terminal Operator and any claim arising from the negligence on the part of, and caused by the Gangs shall be directed to the Terminal Operator. (Terminal Operator is defined as either Northport (M) Berhad or Westport Malaysia Sdn Bhd.)

## 12. Terms of Payment

Subject to the approval of Maltaco payment, terms are net thirty (30) days from the date at the invoice. Maltaco shall have the right, amongst other remedies, either to terminate the Agreement or to suspend further performance under this agreement.

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In the event client fails to make payment when it falls due, the client shall be liable for all expenses, including lawyer's fees on a solicitor–client basis in relation to the collection of overdue amounts.

13. The Client shall remit payment during the credit period as agreed between both parties and which period shall be calculated from the date of billing.
14. Each Client shall be given a maximum Credit Limit of a certain MYR amount and a breach of either the credit period as a set in Clause 13 or the credit limit as set in Clause 14 shall be deemed as breach of such credit terms. Maltaco reserves the right to stop work immediately should payment not be made, within an agreed grace period and Maltaco shall be absolved from any liability by the client for any delay, claims, damages suffered by the client.
15. For all amounts overdue to Maltaco, the Client shall pay Maltaco interest calculated from the date the amounts are overdue until payment are received thereof, at a rate of one and a half percent (1.5%) per month or any other rates to be agreed at the date of execution of the agreement.
16. For the avoidance of doubt the client shall be responsible for the security of the entire warehouse and their cargo.
17. **Variation of Terms**  
It is hereby expressly declared that notwithstanding any of the provision in this STTC to the contrary, the provisions and terms may at any time and/ or from time to time be varied and/ or amended hereto without prior notice. Thereupon such amendments and variations shall be deemed to become effective and the relevant

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provisions of this STTC shall be deemed to have been amended or varied accordingly and shall be read and be construed as if such amendments and variations have been incorporated in and form part of this STTC.

18. **Special Conditions**

STTC shall always be read subject to the terms and conditions contained in the current Federation of Malaysian Freight Forwarders (FMFF) Standard Trading Conditions (STC) which take precedence over the conditions as set out in this document for the scope of work outside the duties specified in Clause A-F. The Federation of Malaysian Freight Forwarders (FMFF) Standard Trading Conditions (STC) are available in full text upon request.

19. **Cancellation**

Clients may cancel an order only upon written notice and upon payment to Maltaco of cancellation charges which include, among other things, all costs and expenses incurred.

20. **Miscellaneous**

The terms and conditions set forth the entire understanding and agreement between Maltaco and client, and supercede all other communication, negotiations and prior oral or written statement regarding the subject matter of these terms and conditions all errors are subject to correction. The validity performance, and all other matters relating to the interpretation and effect of their contract shall be governed by Federal of Malaysia Freight Forwarders (FMFF) Standard Trading Conditions (STC).

21. **Applicable law, jurisdiction**

This Agreement shall be governed by the law of Malaysia and the High Court of Malaya shall have jurisdiction over all claim disputes and/or interpretation of the terms of this Agreement.

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22. To the extent possible the Client expressly waives any and all rights it may have to rescind any contract with Maltaco on any ground whatsoever.