

ASSOCIATION OF MALAYSIAN HAULIER

CONDITIONS OF TARIFF

1st. JANUARY 2010

1.0 EXPORT CONTAINER DELIVERY AND COLLECTION

1.1. Futile trip charges on unsuccessful empty delivery shall apply where:

- 1.1.1. Futile trip (empty pick-up) at any depot
RM\$120/Box
- rate 1.1.2. Empty container rejected by the shipper (subject to FAF) 2/3 tariff
- 1.1.3. Where an empty rejected container is not able to be drop-off at the depot but returned to Haulier's yard, a Futile Trip Transit charge applies on top of charges under Clause (1.1.2.) RM\$60/Box

1.2. Laden Export Collection shall be subjected to the following :

- 1.2.1. Laden Export Collection Advice
- All Collection Advice shall be in writing and must be received by Haulier with a minimum of TWENTY-FOUR (24) WORKING HOURS notice. The notice period shall be counted from time of "Container Readiness Time". Container Readiness time is the time when the customer has completed loading of the container and the container doors are fully closed and sealed by the Customer, where applicable.
- rate 1.2.2. Futile Laden Collection shall be charged one Futile trip (Subject to FAF): 2/3 tariff
- 1.2.3. Where a laden container is not able to enter the Port Terminal for any reason but returned to Haulier's yard, a Futile Trip Transit charge applies : RM\$60/Box. This charge shall apply on top of the Futile trip charge of RM\$ 120/box.

2.0 IMPORT CONTAINER DELIVERY AND COLLECTION

2.1. Laden Import Delivery of containers shall be on the following conditions:

2.1.1. Laden Import Container Delivery Request

ROT and all necessary documents must be received by the Haulier

(including any "container release" required from Port, Customs and/or

any other Government or Statutory bodies) at least FORTY-EIGHT

(48) WORKING HOURS from required date. The Haulier shall be held

free from all charges incurred by consignee within the 48 hours notice period

from receipt of last document or "container release".

- 2.1.3. futile trip (laden pick-up failed) at any Port Terminal.
RM\$120/Box

2.1.4. futile trip (unsuccessful laden delivery) to consignee shall be charged

all of the below charges :

| | | |
|------|---|------------|
| Rate | a) One laden round-trip delivery (subject to FAF) | Normal |
| | b) One Futile Trip Transit Charge shall apply | RM\$60/Box |
| Rate | c) New ROT shall be required for re-delivery (subject to FAF) | Normal |

2.2. Import Empty Container Collection shall be on the following conditions :

2.2.1. All Collection Advice shall be in writing and must be received with

FORTY-EIGHT (48) WORKING HOURS notice. The notice period shall be counted from time of Container Readiness Time. The Haulier shall be held free of all charges incurred by consignee for 48 hours notice period from Container Readiness Time.

rate 2.2.2. Futile Empty Collection shall be charged one Futile trip (subject to FAF) : 2/3 tariff

2.2.3. Where an empty container is not able to be drop-off at the depot (due to factors outside Haulier's control) but returned to Haulier's yard, all the following charges applies:

| | |
|--|------------|
| a) Futile Trip Transit Charge applies. | RM\$60/Box |
| b) Futile Trip (Unsuccessful Empty Drop-off) | |
| RM\$120/Box | |

3.0 WAIT TO LOAD / UNLOAD (TUNGGU ISI / TUNGGU TURUN)

For any delivery on a "wait to load/unload" basis, the waiting time shall be as follows:

3.1. The free time for delivery for loading/unloading is ONE HOUR only

3.2. Waiting time charges is RM\$40/hour (or part thereof) per container beyond the free time for loading/unloading.

4.0 CONTAINER STAGING IN HAULIER'S YARD

At the customer's request the staging of containers at Haulier's yard may be effected on a case by case basis.

The customer shall indemnify the Haulier against all and any claims for damages, consequential losses, personal injury and any other claims and losses however it may arise while the container is staged in the haulier's yard. The customer shall also ensure that the cargo and container is fully insured under their own account.

4.1. Staging charges shall apply at RM\$160/container.

4.2. Storage charges shall apply at RM\$10/20' per day and RM\$20/40' per day.

5.0 DELIVERY TO UNSECURED PREMISES

It is the Customer's responsibility to ensure that a proper, safe and secured premises is provided for the parking of the prime mover, trailer and container.

5.1. Delivery to unsecured premises will only be performed on a "wait to load/unload" basis. Waiting time charges shall apply as per clause (3.0) above.

5.2. An unsecured premises is defined as :

5.2.1. Without or outside of a fenced and gated premises.

5.2.2. Without 24 hours security personnel to attend to the container and trailer.

5.3. The Customer must inform the Haulier that a delivery will be required to an unsecured premises before the acceptance of the ROT.

5.3.1. Should a consignment arrived at an unsecured premises without the pre-alert to the Haulier, the container shall be loaded/unloaded on a "wait to load/unload" basis subject to the Haulier's sole discretion to agree or not agree to wait for loading/unloading. Clause (3.0) then applies.

5.3.2. If for any reason whatsoever that "wait to load/unload" is not performed, the container shall be returned to the empty depot or if laden, to the Haulier's yard for staging while waiting further instructions.

5.3.3. If an empty container is returned to an empty depot, futile trip charges as per clause (1.1. Futile Trip On Unsuccessful Empty Delivery) applies.

Transit
5.3.4. If laden container is returned for staging at the Haulier's yard, then a Futile Trip charge as per clause (2.1.4. Futile Trip Unsuccessful Laden Delivery) applies.

5.4. The Customer shall indemnify the Haulier while loading/unloading is being performed at an unsecured premises. The indemnity shall include but is not limited to any damages, losses, personal injury, consequential losses and any other claims and losses, which may occur, however it may arise while loading/unloading.

5.5. At all times, the Haulier reserves all rights to refuse delivery to an unsecured premises.

6.0 SCHEDULE OF SURCHARGES

Surcharges apply for transportation and handling of refrigerated, dangerous cargo or container requiring special equipment.

6.1. DIRECT LOADING / DELIVERY CHARGE

6.1.1. If "Direct Delivery" is required by the Customer, a "Direct Delivery" surcharge shall apply at RM\$250/container. Any other costs incurred for direct delivery shall be borne by the Customer. The same applies for "Direct Loading" request.

6.1.2. Direct Delivery surcharge applies to all requests for direct delivery whether for DG, Reefer or even General Purpose containers. So long as a request for Direct Delivery is made, the surcharge applies. The same applies for "Direct Loading" request.

6.1.3. If direct loading/delivery is not requested, then the required period of notice for Collection and delivery within clauses (1.0 Export Delivery and Collection) and (2.0 Import Delivery and Collection) shall apply. The Haulier shall be held free of all charges incurred within the notice period required, however it may arise as provided for under the above said clauses.

6.2. DANGEROUS GOODS

All Dangerous Goods specified and listed with a DG UN Number shall be charged a DG surcharge. Surcharge applies whatever the class number of the cargo whether the highest or lowest rated class. This surcharge applies whether the cargo is DG Class 1.0 or DG Class 3.0 or even DG Class 9.0, so long as the cargo is classed as Dangerous Goods.

6.3. REFRIGERATED CONTAINERS (REEFER)

6.3.1. Reefer Surcharge shall apply on all "LIVE" refrigerated containers.

6.3.2. For Non-Operating Reefers (NOR) containers, no surcharge shall apply so long as the treatment of this container is considered as if it is a General

Purpose Container including any claims for demurrage, detention and any other costs representing penalties for e.g. SSR or store-rent.

6.4 Out-Of-Gauge Cargoes in Containers

Over-height, over-length or over-width cargo shall be assessed an OOG Surcharge

6.5. List of Surcharges

The following is a list of surcharges to be applied. For any other special cargoes or container movements which are not listed below, please check with the Haulier on the additional surcharges before submitting the ROT.

| | RATE |
|--|---|
| 6.5.1. Dangerous Goods (DG) surcharge | 50% on top of normal tariff |
| 6.5.2. Refrigerated Cargoes and/or containers | 50% on top of normal tariff |
| 6.5.3. Out-of-Gauge cargoes and/or containers | 50% on top of normal tariff |
| 6.5.4. Perishable Goods | 50% on top of normal tariff |
| 6.5.5. Transportation requiring special equipment e.g. freezer unit, tipping device etc. | Double the normal tariff |
| 6.5.6. Any other special cargoes/containers not specified | Subject to prior arrangement. Minimum double normal rate |
| 6.5.7. Weighing required by customers | RM\$ 50 / - per weigh per box. |

7.0 INSURANCE

The Customer shall at all times ensure that they have purchased or obtained full insurance

coverage for the goods in transit including the coverage of the container, which holds the goods. This coverage shall include the entire journey from receipt until delivery of the container up to and including any transit, temporary stoppage and/or staging, partial loading/unloading period. The Customer shall provide proof of such insurance coverage to the Haulier on request.

Unless the Haulier advise otherwise in writing to the Customer, the Haulier is deemed to be covered under Subrogation insurance. All claims whether for loss or damages however it may arise, whether from the customer or other third parties shall be claimed against the Customer's own insurer. Should there be justification for claim against the Haulier, the Customer's insurer shall then claim against the Haulier's insurer. The Customer shall made no direct claims against the Haulier unless allowed for by the individual Haulier's insurers.

The Customer shall also never deduct in any manner either by direct debit or contra of account or any other method that reduces the payments due to the Haulier for services previously rendered, in any effort to off-set claims for losses, damages or penalties for delays and any other costs which may arise.

7.1. The amount of compensation for any one case shall not exceed RM\$3.00 per kilo gross weight of the Goods and container or RM\$100,000 per claim, whichever is lower.

7.2. In the case of loss or damage to any containers, the Haulier shall not be liable for any demurrage, detention, store-rent or any other incidental charges relating to the container beyond the claim for physical damage or loss of the container, from the day after the incident of damage to the container or from three (3) days after the day the container

was handed into the Haulier's custody subjected to the limit for compensation under clause (7.1.) above.

7.3. Time Limits for Claims

The carrier shall not in any event be liable for :-

7.3.1. loss or damage to Goods/Containers unless it is advised in writing within three (3) days

and the claim be made in writing within seven (7) days after the termination of transit of the Consignment, or the part of the Consignment, in respect of which the claim arises.

7.3.2. non-delivery of the whole of the Consignment or part thereof unless it is advised of the non-delivery in writing within three (3) days and the claim be made in writing within seven (7) days after the Consignment was handed to the Haulier by the Customer.

7.3.3. losses/damages to Goods found in the container if the container's seal is intact upon receipt by the Customer.

7.4. The Haulier shall in any event be discharged from all liability whatsoever in respect of the Consignment unless suit is commenced within a period of time of one (1) year from the termination of transit or, in the case of loss, mis-delivery or non-delivery of the whole or part of the Consignment, from the said seven (7) days referred to in Clause (7.3.2.) above hereof.

8.0 LIABILITY IN RESPECT OF DELAY

8.1 The Haulier shall not be responsible or liable for any SSR, detention, store-rent, demurrage charges or any other penalties or any other costs or charges incurred as a consequence of any delay, howsoever such delays may have occurred, in delivery or collection of containers or goods or items or documents of any kind, whether such costs or charges shall be imposed by the Customer, Owner, trader or any other third party or regulatory or statutory organizations.

8.2 The Haulier shall not be liable for any direct, indirect or consequential losses or for loss of any general, specific or part of any market, customers or trade as a result of any delays howsoever such delays may have arise.

8.3 The Customer further indemnifies the Haulier against any claims or demands of compensation as a result of any consequences due to delay in delivery or collection of containers or goods or items or documents of any kind.

9.0 STAYING TIME (DETENTION) OF PRIME-MOVER AND TRAILER

Detention charges will be raised for prime movers and trailers detained at the customers premises on the following basis:-

9.1. Prime Mover

9.1.1. First 1 (one) hour : Free
9.1.2. Thereafter for every hour or part thereof : Minimum RM\$40.00

9.2. Trailer

9.2.1. First 4 hours : Free
9.2.2. Thereafter for every hour or part thereof : Minimum RM\$10.00 per 20'
9.2.3. Thereafter for every hour or part thereof : Minimum RM\$20.00 per 40'

10.0 WAITING TIME FOR TRAILERS

Charges for waiting time of container movements at the port or depots will be on the following basis:-

10.1. First 30 (thirty) minutes : Free

- 10.2. Thereafter for every hour or part thereof : Minimum RM\$40.00 per prime mover
- 10.3. The above charges will be computed on the period between the arrival of the prime mover and trailer at the Port Terminal/Empty depots and the time the container is off-loaded/mounted.

11.0 DIVERSION OF CONTAINERS

- 11.1. "Diversion" means to move a container from the premises of the Customer to the premises of another Customer/trader at the request of either one of the Customers, trades, shipping lines or their agents or any change in destination at the request of the Customer, trader or their agents from the first appointed destination as stated in the ROT.
- 11.2. Only written notification for diversion, officially endorsed by the Customer will be accepted and a charge of RM\$100.00 per container shall be charged. In addition the Customer will also be charged the difference in rates between the two destinations.

12.0 CANCELLATION AND AMENDMENTS OF ROT

In case of any cancellation or amendments made by the Customer to the ROT, the Carrier reserves the right to charge the Customer on the following basis:-

- 12.1 Cancellation : Minimum RM\$25.00 per cancellation
12.2 Amendment : Minimum RM\$10.00 per paper

13.0 PUBLIC HOLIDAYS

The Carrier will be closed on the following public holidays:-

- 13.1. Hari Raya Puasa : 2 days
13.2. Chinese New Year : 2 days
13.3. Hari Merdeka : 1 day
13.4. Deepavali : 1 day
13.5. Christmas Day : 1 day
13.6. New Year's Day (Calendar) : 1 day
- 13.7. Consideration will be given for the movement of containers with valuable cargo on the above holidays depending on the degree of urgency. Any request for such movement should be made in advance i.e. not later than Forty-Eight (48) working hours before the Carrier's office closes for the holidays. The charges to be imposed on such movement will be double the normal tariff.
- 13.8. For container movements during gazetted public holidays (as applicable to the branch concerned) other than those stated above, a holiday charge of minimum RM\$50.00 per container will be applicable. Any request for such movement should be made in advance i.e. not later than Forty-Eight (48) working hours before the Carrier's office closes for the holidays.

14.0 IMPLEMENTATION AND MODIFICATION OF THE TARIFFS

- 14.1. The Carrier reserves the right to implement and/or modify the tariffs or part thereof.
- 14.2. These Tariffs supersede all previous Tariffs and circulars on tariffs issued by the individual Carriers.

