

STANDARD TRADING CONDITIONS

The Attention of the Customer is drawn to the following terms and conditions of trading which exclude or limit CLA's liability and those which require the Customer to indemnify CLA in certain circumstances

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these Conditions, the following words and expressions have the following meanings unless the context otherwise requires:

"Company" means Cargolift Asia Pte Ltd herein referred to as (CLA), incorporated in Singapore.

"Customer" means any person at whose request or on whose behalf CLA undertakes any business, or provides advice, information or services, and includes the party named as "shipper" or "consignor" on the front of the Shipper's Instructions and of CLA's form of transport document (including CLA's House Bill of Lading or Multi-Modal Bill of Lading).

"The Owner" means the owner of the goods (including any packing, containers or equipment other than those provided by CLA or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them and including the consignee named on the front of the Shippers' Instructions and of CLA's form of transport document (including CLA's house air waybill or house bill of lading.)

"Conditions" means the entire undertakings, terms, conditions and clauses embodied herein and includes CLA's terms and conditions printed on the front of the Contractual/Quotations Agreement and of CLA's form of transport document (including CLA's house bill of lading or Multi-Modal Bill of Lading).

"Hague Rules" means The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25th August 1924.

"Hague-Visby Rules" means The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25th August 1924 (as amended by the Protocol signed at Brussels on 23rd February 1968). And were subsequently updated by the Carriage of Goods by Sea Act 1971.

"Instructions" means statements of the customer's specific requirements that are specified on the front of the Shippers' Instructions and of CLA's form of transport document (including CLA's House Bill of Lading or Multi-Modal Bill of Lading

"Warsaw Convention" means The Convention of the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw on 12th October 1929 or that Convention as amended at The Hague, 28th September 1955, whichever may be applicable

"Ancillary Services" includes services of arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, lifting and another handling of goods and other services relating or ancillary to the Principal Services.

"Principal Services" means the services of arranging for the transportation or carriage of goods by air and/or sea and/or road.

"Services" means the services to be provided by the CLA and includes the Principal Services and the Ancillary Services.

"Project Cargoes" is a term used to broadly describe local or international transportation of bulky, heavy, high value or a critical (to the project they are intended for) pieces of equipment for shipment on the road, air and sea mode of transportation.

"Dangerous Cargoes" includes goods that are, or may become, of a dangerous, inflammable, radio-active or damaging nature and goods likely to harbour or encourage vermin or other pests.

1.2 All representations, warranties, undertakings, agreements, covenants, obligations, liabilities, guarantees and indemnities expressed in these Conditions or otherwise implied to be made given or assumed by the Customer shall be deemed to be made, given or assumed by the Customer and /or Owner.

1.3 No undertaking or delay on the part of the CLA in exercising its rights shall operate as a waiver thereof, nor shall any single or partial exercise by the CLA of any such right preclude the further or other exercises thereof or the exercise of any other right which it has. The rights and remedies of

the CLA are provided in these conditions shall be cumulative and not exclusive of any rights or remedies otherwise provided by law.

1.4 Each of the provisions of these Conditions is severable and distinct from the others and if at any item one or more of such provisions is or becomes invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired thereby.

2. APPLICATION OF THE CONDITIONS/LEGISLATION COMPULSORILY APPLICABLE

2.1 All and any business undertaken by the CLA is transacted subject to these Terms & Conditions. Where a document namely Contractual Agreement, Quotation and Bill of Lading is issued by or on behalf of CLA and provides that CLA contracts acts as a carrier, the provisions set out in those document, if inconsistent with these Conditions, shall be paramount and prevail over these Conditions to the extent of such inconsistency, but no further. Save as aforesaid, no agent or employee of CLA has CLA's authority to waive or vary any of these Conditions.

2.2 All and any advice information or services provided by CLA gratuitously provided on the basis that the CLA will not be liable in any way whatsoever there from, whether in tort, contractually, or otherwise.

2.3 If any legislation is compulsorily 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 CLA of any of its rights or remedies 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 overridden to that extent and no further.

2.4 The terms and conditions laid out on this Standard Trading Conditions shall be amended, deleted or added only under the mutual agreement in writing between the Client's representative and CLA Representative and approved by CLA Management

3. CONTRACTUAL STATUS OF CUSTOMER

The Customer entering into any transaction or business with CLA, hereby expressly warrants to CLA that the Customer is either the Owner or the authorized agent of the Owner and that it is authorized to accept and is accepting these Conditions not only for itself but also for the Owner. Where the Customer acts as the agent of the Owner, the Customer also accepts personal liability to CLA (but without prejudice to any of the rights or remedies of CLA against the Owner) and so that in respect of such transaction or business CLA is entitled to enforce its rights or remedies (including without limitation the right to recover any sum payable to CLA) against the Customer and the Owner jointly and severally.

4. CONTRACTUAL STATUS OF CLA

4.1 Save as provided in Clause 7, Services are provided by CLA as agents on behalf of its Customers, except that, subject to Clause 16.2, CLA itself may provide (instead of arranging to provide) the Ancillary Services.

4.2 CLA shall be entitled to perform any of its Services or exercise any of its powers or discretions hereunder by itself or, subsidiary or associated companies. In the absence of an agreement to the contrary, any contract to which these Conditions apply is made by CLA on its behalf and also as agent for and on behalf of any subsidiary or associated company and any such company shall be entitled to the benefit of these Conditions.

4.3 It shall not be construed that any Services are provided by CLA other than as an agent of the Customer by reason only of any one or more of the following:

- a. CLA issuing its transport document including its house bill of lading or freight forwarder cargo receipt;
- b. CLA charges an inclusive price;
- c. The Customer's goods are forwarded, carried, transported, stored or otherwise handled together or in consolidation with other goods

5. COMPANY'S AUTHORITY

5.1 CLA is hereby expressly authorized and instructed by the Customer as hereinafter provided.

5.2 CLA is authorized and instructed to act on behalf of the Customer to select, engage and enter into contract or arrangement (whether in the name of the Customer or otherwise) with any carriers, truck men, forwarders, receiving or delivery agents, warehousemen, packers AND other persons (together "3rd Parties", and individually "3rd Party"), for the carriage of the goods by any route or any carrier; for the storage, packing, unpacking, (local) transportation, transshipment, loading, unloading or another handling of the goods by any person at any place or places and for any length of time and to do other acts or enter into other contracts or arrangements for any other purposes pursuant or relating or incidental to the Customer's instructions.

5.3 CLA is authorized (but is not obliged) to depart or deviate from the Customer's instructions in any respect if in the opinion of CLA such departure or deviation is necessary or desirable in the Customer's interests or is otherwise expedient.

5.4 CLA is authorized by the Customer to act or to enter into any contract or arrangement without prior consultation with or further authorization from the Customer, and CLA is not required, unless specifically requested by the Customer in writing, to inform the Customer of the terms and conditions or details of the contracts or arrangements or acts entered into or taken by CLA.

5.5 Without prejudice to the generality of the foregoing, CLA is authorized to agree with any 3rd party the charges payable to such 3rd Party without reference to or further authorization from the Customer, it is agreed that the difference between the charges payable by CLA to the 3rd Party(ies), and the charges payable by the Customer to CLA is CLA's commission or remuneration or profit. The Customer waives any and has no right of enquiry of the charges payable to the 3rd Party(ies) and CLA is not under any duty to account to the Customer for CLA's commissions, remunerations or profits.

5.6 CLA is authorized (but is not obliged) to inspect or arrange for the goods to be inspected.

5.7 CLA is not obliged to arrange for the Customers' goods to be carried, forwarded, packed, unpacked, stored or handled separately. CLA is authorized (but is not obliged) to consolidate or arrange to be consolidated the goods of the Customer with other goods.

5.8 The Customer expressly agrees to be bound in all respects by any act or contract or arrangement done or entered into by CLA according to the aforesaid authorizations.

6. WHERE CLA CONTRACTS (ON BEHALF OF THE CUSTOMER) IN ITS NAME

6.1 Where CLA enters into a contract on behalf of the Customer in its name with any 3rd Party for any purposes, CLA is not itself a carrier for the carriage by air or Sea Act (CAP 140) or for any other purposes, nor does CLA make or purport to make any contract as a principal with the Customer for the carriage, storage, packing, unpacking, (local) transportation, transshipment, loading, unloading or another handling of the goods. CLA's sole obligation is to procure contracts for the carriage, storage, packing, unpacking, (local) transportation, transshipment, loading, unloading or another handling of goods by other persons.

6.2 Without prejudice to the exceptions and limitations contained in these Conditions, CLA shall be entitled to the benefit of all exceptions and limitations in favour of any 3rd Party expressly contained or implied in CLA's contract with such 3rd party. The Customer shall not seek to impose on such a 3rd Party a liability greater than that accepted by such a 3rd Party under such a contract.

7. WHERE CLA CONTRACTS AS PRINCIPAL

7.1 CLA in its absolute discretion may, under certain circumstances notwithstanding the terms and conditions contained herein, issue a FIATA Air Waybill or a FIATA Multimodal Transport Bill of Lading naming CLA as the carrier and the principal. Where such a document is issued, the terms and conditions embodied in it shall be paramount in governing the relationship between the Customer and CLA in so far as those terms and conditions are inconsistent with or repugnant to these Conditions.

7.2 Where, in respect of a transaction, CLA is held by a court of competent jurisdiction to be a carrier, CLA shall be entitled to all the rights, immunities, exceptions and limitations conferred on the carrier by any applicable law or legislation, and these Conditions shall be overridden to the extent that they are inconsistent with such rights, immunities, exceptions and limitations, but without prejudice to the operation of Clause 2.3.

7.3 If CLA is or is deemed to be a carrier in respect of a carriage of goods by air, the following notices are hereby given:

"If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and that the Convention governs and, in most cases, limits the liability of carriers in respect of loss of or damage or delay to cargo."

"The first carrier's name may be abbreviated on the face of the air waybill, the full name and its abbreviation being outlined in such carrier's tariffs, conditions of carriage, regulations, and timetables. The first carrier's address is the airport of departure shown on the face of the air waybill. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and the place of destination, set forth on the face of the air waybill or shown in carrier's timetables as scheduled stopping places for the route. Carriage to be performed under the air waybill by several successive carriers is regarded as a single operation."

7.4 If CLA itself performs (instead of arranging for the performance of) any of the Ancillary Services, CLA is entitled:

to perform any local transportation of the goods by any route or by any means; to store, pack, unpack, load, unload or otherwise handle the goods at any place or places and for any length of time and to do all such other acts as may be necessary or incidental thereto in the absolute discretion of CLA. CLA may (but is not obliged to) depart or deviate from the Customer's instructions if in the opinion of CLA such departure or deviation is necessary or desirable in the Customer's interests or is otherwise expedient.

7.5 Notwithstanding any other provisions of these Conditions, CLA is never a common carrier and may in its sole discretion refuse to offer its services to any person.

8. CUSTOMER'S FURTHER WARRANTIES

The Customer further warrants and acknowledges that:

(a) Proper packing etc. All the goods, the subject of any Service provided by CLA, have been properly and sufficiently packed and/or prepared, and that CLA has no liability for any loss of or damage to goods which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.

(b) Transport Unit Where the goods delivered by or on behalf of the Customer are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter individually referred to as "transport unit") then: i. The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and another handling; and ii. The goods are suitable for carriage and another handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.

(c) Description of Goods All descriptions, values and other particulars of the goods furnished to CLA for customs, consular and other purposes are true, complete and accurate, the Customer must provide such information is true complete and accurate.

(d) Fitness of Goods - Without prejudice to any provisions of Clauses 9 and 10, the goods are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and another handling as per, related or incidental based on Customer's instructions.

(e) Delivery of Goods The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes and duties and shall comply with all necessary formalities and procedures.

(f) Temperature Controlled Goods

(i) Unless otherwise previously agreed in writing, the Customer undertakes that no Goods requiring temperature control will be delivered to CLA and that CLA shall not be caused to deal with or handle such Goods ...cont'

8. CUSTOMER' S FURTHER WARRANTIES – CONT'

(ii) If CLA agrees to handle Goods which requires temperature control, the Customer warrants and undertakes to sign a written declaration indicating the nature of the Goods and particular temperature range to be maintained; that the Goods have been properly stuffed in the unit and that its thermostatic controls have been properly set. If the above requirements are not complied with, CLA shall not be liable for any loss of or damage to the Goods to the extent caused by such non-compliance.

9. PROJECT CARGOES

CLA shall perform its duties with a reasonable degree of care, diligence, skill and shall be relieved of liability for any loss or damage if and to the extent that such loss or damage is caused by its unintentional errors, omission during the conveyance or voyage.

Except under special arrangements previously made in writing, The Customer shall warrant that all risk insurance in relation for the project is obtained with the waiver of subrogation in favour of CLA and shall indemnify CLA against all penalties, claims, damages, costs, expenses and any other liabilities whatsoever arising in connection therewith, and the goods may be destroyed or otherwise dealt with at the risk and expenses of the Customer or the Owner in the sole discretion of and without any liability to CLA or of any other person in whose custody or control the goods may be at the relevant time.

10. DANGEROUS GOODS ETC.

CLA shall have the right to decide if the cargo is deemed as Dangerous Goods, unfit for carriage (overseas or local), storage, packing, unpacking, handling, etc., or are or become goods (or consist of goods which are or become goods) of comparable hazard to the goods included in the IATA Dangerous Goods Regulations or the Dangerous Goods (Application and Exemption) Regulations or any modification thereof, or are or become goods (or consist of goods which are or become goods) which are otherwise likely to cause damage.

11. INDEMNITIES

11.1 The Customer shall hold harmless and indemnify and keep indemnified CLA from any and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines and outlays of whatsoever nature levied by an authority) arising out of CLA acting as per Customer's instructions, or arising from a breach of warranty or obligation by the Customer, or arising from the Customer's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of the Customer or owner.

11.2 The Customer shall maintain all risks insurance coverage including third party risks and legal liability for goods being handled by CLA. All cargo insurance is to be insured by The Customer of which must include CLA and its' subcontractors at all risk for the overall handling of operation – and with the clause – "Waiver of subrogation against "CARGOLIFT ASIA PTE LTD" in the event of loss or damage to goods.

11.3 Advice and information, in whatever form as may be given by CLA, are provided by CLA for the Customer only and the Customer shall hold harmless and indemnify and keep indemnified CLA from any and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information which is not related to specific instructions accepted by CLA is provided gratuitously and without liability and clause 2.2 is applicable.

11.4 The Customer undertakes that no claim shall be made against any officer, servant, agent or sub-contractors of CLA which imposes or attempts to impose upon them any liability in connection with any services provided or to be provided by CLA. If any such claim should nevertheless be made the Customer shall indemnify CLA Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant agent and subcontractor shall have the benefit of all provisions herein benefitting CLA as if such provisions were expressly for his or its benefit. For the foregoing purposes CLA contracts for itself as well as agents for all the aforesaid persons.

11.5 The Customer shall defend, indemnify and hold CLA harmless from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred over the liability of the 'Company under the terms of these Conditions, and without prejudice, to the generality of the foregoing, this indemnity shall include (without limitation) all claims,

costs and demands arising from or in connection with the negligence of CLA, its officers, servants, agents or sub-contractors.

11.6 The Customer shall defend, indemnify and hold harmless CLA in respect of any general average or any claims of a general average nature which may be made on CLA and the Customer shall provide such security as may be required by CLA in this connection.

12. INSURANCE

12.1 No insurance will be arranged except upon expressive instructions given in writing by the Customer and accepted by CLA. All insurances arranged by CLA are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. CLA shall not be under any obligation to arrange separate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only and CLA shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by CLA or paid to CLA by its Customer.

12.2 In so far as CLA agrees to arrange insurances, CLA acts solely as the agent of the Customer using reasonable effects to arrange such insurance. CLA does not warrant or undertake any such insurance will be accepted by the insurance company or underwriters.

12.3 Goods shall only be insured upon receipt by CLA of written express instructions by the Customer.

13. LIABILITY AND LIMITATION

13.1 Notwithstanding any negligence of CLA, its servants or agents or subcontractors or other persons for whom CLA is in authority, CLA shall not be responsible or liable for any damage to or loss or non-delivery or misdelivery of goods or any delay or deviation in respect of the transportation or delivery or another handling of goods unless it is proved that such damage, loss, non-delivery, misdelivery, delay or deviation occurred whilst the goods were in the actual custody of CLA and under its actual control and that the damage, loss, non-delivery, misdelivery, delay or deviation was due to the wilful neglect or wilful default of CLA or its servants.

13.2 Notwithstanding any negligence of CLA, its servants or agents or subcontractors or other persons for whom CLA is responsible, CLA shall not be liable for any non-compliance or not in compliance with instructions given to it unless it is proved that such non-compliance was caused by the wilful neglect or wilful default of CLA or its servants.

13.3 Save as provided in Clause 13.1 or Clause 13.2, CLA shall be under no liability whatsoever and howsoever arising and whether in respect of or in connection with any goods or any instructions, business, advice, information or service or otherwise, and whether or not there is negligence on the part of Company, its servants or agents or subcontractors or other persons for whom CLA is responsible.

13.4 Further and without prejudice to the generality of the preceding provisions of this Clause 13, CLA shall not in any event, whether under Clause 13.1 or Clause 13.2 or otherwise, be under any liability whatsoever for: –

- a. Any special, incidental, indirect, consequential to economic loss or damage (including without limitation loss of market, profit, revenue, business or goodwill)
- b. Any loss or damage or expense arising from or in any way connected with fire or consequence of the fire in each case however caused and whether or not resulting from any act or default or neglect of CLA or its servants or agents or sub-contractors or other persons for whom CLA is responsible.

13.5 Save where Clause 13.6 or Clause 13.7 is applicable, in no case whatsoever shall the liability of CLA howsoever arising and notwithstanding any lack of explanation exceed the value of the relevant goods or a sum of US\$500.00 per shipping package or unit or limited to an amount not exceeding 2.00 SDR per kilogram of the gross weight of the goods lost or damaged, whichever is the least.

13.6 If any one or more of the Hague Rules, the Hague-Visby Rules, the Hague-Visby Rules (as amended by the Protocol signed at Brussels on 21st December 1979), the Warsaw Convention, and the Montreal Convention

are compulsorily applicable, the relevant limitation amounts set out therein as applied by the applicable legislation will apply. In all other cases, the limitation amounts detailed in Clause 13.5 will apply.

13.7 By special arrangement agreed in writing, CLA may accept liability above the limit set out in Clause 13.5 if the Customer agrees to pay and has paid CLA's additional charges for accepting such increased liability. Details of CLA's additional charges will be provided upon request.

14. NOTICE OF CLAIM

14.1 Any claim against CLA must be in writing and delivered to CLA at its registered office or its principal place of business in Singapore within 14 days of:

in the case of damage to goods, the date of delivery of the goods; in the case of loss or non-delivery or misdelivery or delay in delivery of goods, the date that the goods should have been delivered; and in any other case, the date of the event giving rise to the claim.

14.2 No action shall lie against CLA if the claim is not made within the times and in the manner specified in Clause 14.1

15. TIME BAR

Any right of action against CLA shall be extinguished if a suit is not brought in the proper forum and written notice thereof received by CLA within 12 months from the date the goods arrived at the destination or the date the goods should have arrived at the destination (whichever date is the earlier).

16. DEVIATION

Subject to express instructions in writing given by the Customer and the acceptance of those instructions in writing by CLA, CLA reserves to itself absolute discretion as to the means, routes and procedures to be followed in the carriage, transportation, storage and another handling of goods. Further if in the opinion of CLA it is at any stage necessary or desirable in the Customer's interest to depart from those instructions, CLA is hereby irrevocably authorized and shall be at liberty to do so, and any departure from the terms and conditions, or in the handling other than according to the normal custom of handling the goods is done at the sole risk of the Customer or the Owner.

17. WAREHOUSING

Pending forwarding or delivery, goods may be warehoused or otherwise held at the risk of the Customer or the Owner at any place at the sole discretion of CLA and the cost, therefore, shall be for the account of the Customer.

18. DECLARATION OF VALUE ETC.

18.1 CLA shall not be obliged to make any declaration for any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by CLA.

18.2 Without prejudice to the generality of Clause 18.1 where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, goods will be forwarded, dealt with, etc., at the Customer's or the Owner's risk and such charges (including the lowest charges) as CLA may at its discretion decide, and no declaration of value where optional) will be made, unless express instructions in writing to the contrary have previously been given by the Customer and accepted by CLA.

18.3 A mere statement or declaration of the value or nature of the goods for insurance or export or customs or other purposes is not and shall not be construed to be instructions to CLA to make any declaration for Clause 18.1 and/or Clause 18.2 above.

19. DUTIES, TAXES, LEVIES, AND OTHER CHARGES

The Customer shall be liable for any duties, taxes, levies, deposits or outlays of any kind levied by the authorities at any port or place for or in connection with the goods and for any payments, storage, demurrage, fines expenses, loss or damage whatsoever incurred or sustained by CLA in connection therewith.

20. NO DUTY TO PRESERVE RIGHTS

CLA shall not be under any duty or obligation to the Customer or the Owner to give any notice or otherwise take any action to preserve or

protect the right of the Customer or the Owner concerning any claim or remedy which the Customer or Owner may have against any third parties.

21. DISPOSAL OF GOODS/LIEN ETC.

21.1 Notice of arrival of the goods will be sent to the notify party or the consignee by ordinary methods. CLA is not liable for the non-receipt or delay in the receipt of such notices. Any charges including storages incurred pending collection will be for the account of the Customer.

21.2 Without prejudice to any other rights or remedies which CLA may have (including without limitation those under the other sub-Clauses of this Clause 21), if delivery of the goods or any part thereof is not taken by the consignee or other person entitled to the delivery of the same at the time and place when and where delivery should be taken, CLA shall be entitled (but is not obliged) to store or cause to be sorted the goods or any part thereof at the sole risk of the Customer or the Owner, whereupon any liability which CLA may have in respect of the Goods or that part thereof stored as aforesaid shall wholly cease and the cost of such storage shall upon demand be paid by the Customer to CLA.

21.3 Perishable goods which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to the Customer or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of the goods shall be paid by the Customer.

21.4 CLA is entitled (but not obliged) to sell or dispose of (or cause to be sold or disposed of) all non-perishable goods which in the opinion of CLA cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee or any other reason, upon giving 14 days' notice in writing to the Customer. All charges and expenses arising in connection with the storage and sale or disposal of the goods shall be paid by the Customer.

21.5 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 or other monies due from the Customer or the Owner to CLA. If any such monies due to CLA 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 CLA 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 CLA 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.

21.6 The rights of CLA under this Clause 21 are independent and cumulative.

22. QUOTATIONS AND CHARGES

22.1 The Customer is primarily liable for the payment of all freight, fees, duties, charges and other expenses whether the same (or any of them) are to be pre-paid or to be collected.

22.2 The Customer shall pay CLA all sums immediately when due without deduction or deferment on account of any claim, counterclaim or set-off. Payment to CLA is due as soon as an invoice is rendered. Payment shall be made in cash unless otherwise agreed by CLA.

22.3 CLA at its discretion may request an advance to cover fees, duties, charges, taxes and/or other expenses payable before CLA's invoice is rendered. Forthwith upon such a request being made, the Customer shall make such advance to CLA.

22.4 Without prejudice to the foregoing provisions, when CLA is instructed to collect freight, duties, fees, charges or other expenses from any person other than the Customer, the Customer shall remain responsible for the payment of the same. The Customer shall forthwith upon demand pay CLA such freight, duties, fees, charges and other expenses or any balance thereof together with interest (if applicable) without deduction or deferment on account of any claim, counterclaim or set-off (whether or not demand is made to such other person). Without prejudice to the generality of the foregoing, this provision shall apply if (inter alia) ...cont'

22. QUOTATIONS AND CHARGES – CONT'

THE goods are refused by the consignee or other person entitled to delivery or confiscated by the customs or other authorities or for any reason, it is in the opinion of CLA not practicable or impossible to arrange for the delivery of the goods.

22.5 On all amounts overdue to CLA, CLA shall be entitled to interest calculated monthly (recommended at 1.5% per annum) from the date such accounts are overdue until payment thereof at the maximum rate allowed by Singapore Law during the period that such amounts are overdue.

22.6 Quotations are given based on immediate acceptance by the Customer and are subject to withdrawals or revisions by CLA. Further, unless otherwise agreed in writing by CLA, CLA, notwithstanding acceptance of the quotations by the Customer, shall be at liberty to revise quotations or charges with or without prior notice in the event of changes occurring in currency exchange risks, rates of freight, insurance premiums or any charges applicable to the goods.

22.7 Freight charges are usually quoted and charged on a "chargeable weight" basis. Chargeable weight is the actual gross weight or volume weight, whichever is the higher. The volume weight is calculated by reference to the volume of the consignment (including packaging) divided by a certain factor. References to "per kilogram" or "per ton" or "per pound" refer to the higher of the actual gross weight and the volume weight. Further details relating to the computation of freight charges will be provided to the Customer upon request. Customers are advised to obtain such details.

22.8 Quotation will be deemed acceptable with terms and condition as specified, if the client chose not to sign the quotation for whatever reasons, but approves to proceed with the job or receipt of Purchase Order or Work Order

20. SUB-CONTRACTING

CLA shall be entitled to sub-contract on any terms the whole or any part of the Services and all duties whatsoever undertaken by CLA.

24. CYBERCRIME

Notwithstanding any negligence of CLA, its servants or other persons for whom CLA is responsible, CLA shall not be accountable or liable for any email phishing, fraudulent bank transactions and other cybercrimes that may arise from the usage of electronic data transfer or 3rd party software.

25. GOVERNING LAW

These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of Singapore

26. ARBITRATION

Any dispute arising between the Parties concerning the services provided by CLA to the Customer shall be subject to arbitration in Singapore & English Law to apply. The award of the arbitrators shall be final and binding on both parties.

27. AMENDMENT

CLA reserves the right to amend these Standard Terms and Conditions of Trading at any time without notifying the Customer.

Such amendments will not, of course, apply retrospectively, and will not affect any business transaction in which CLA has contracted with the Customer before such amendment.

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