

LINE CLEAR EXPRESS & LOGISTICS STANDARD CONDITIONS OF CARRIAGE

1. All and any business undertaken by LINE CLEAR EXPRESS & LOGISTICS SDN BHD [hereinafter referred to as “LINE CLEAR”] is transacted to the conditions hereinafter set out and shall be deemed to be a condition of any agreement between LINE CLEAR and its Customer [hereinafter referred to as the ‘Shipper’] or any person acting on behalf of the Shipper.
2. The Shipper irrevocably warrants that the Shipper is the actual, legal or proprietary owner of any Shipment that is tendered to LINE CLEAR for carriage or transportation, shall irrevocably agree and accept the conditions herein not only for itself but also as agent for and on behalf of any person who may have interests in the Shipment and shall be deemed to have accepted and agreed to the terms and conditions herein, which terms and conditions shall be referred to as LINE CLEAR STANDARD CONDITIONS OF CARRIAGE.
3. LINE CLEAR shall not be bound by any agreement purporting to vary these conditions unless such agreement shall be in writing and signed on behalf of LINE CLEAR by an authorized Officer of LINE CLEAR. All conditions, warranties, descriptions, representations and agreements not set out in these conditions and whether they be expressed or implied by law, custom or other are hereby expressly excluded. No officer, servant, agent or representative is authorized to make any representations, statements, warranties, conditions, and or agreement not expressly set forth in these conditions and LINE CLEAR is not in any way bound by any of them or to be taken as to form part of the contract with LINE CLEAR or collateral to the main contract.
4. Whenever LINE CLEAR undertakes or arranges transport storage or any other services it shall be authorized to entrust the goods or arrangements to third parties, by any route and procedure and by any courier or successive and according to any handling, storage and transportation methods as LINE CLEAR thinks fit on the latter’s contractual conditions. Ultimately LINE CLEAR reserves the right NOT to carry the Shipper’s documents or goods.
5. LINE CLEAR is not a common carrier hence reserves the right to refuse the carriage or transportation of any class of goods at its absolute discretion. LINE CLEAR will not carry nor accept the following items (not exhaustive nor limited to) for courier delivery: cash (in any currency) cash cheques, blank or endorsed cheques, negotiable instruments or securities (share certificates, bonds, etc.) , gold and silver bullion, coin, dust, cyanides, precipitates or any form of uncoined gold and precious and semi-precious stones including commercial carbons or industrial diamonds, antiques, livestock or plants, identity cards, passports, hazardous, combustible or explosive materials, prohibited drugs liquor, tobacco, or any goods or materials that are prohibited by law, rule or regulation of any country.
6. The company will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. Any person delivering such good to the Company or causing the Company to handle or deal with any such goods shall be liable for all loss or damage caused thereby and shall indemnify the Company against all penalties, claims, damages, costs and expenses arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time. The expression “goods” likely to cause “damage” include goods likely to harbour or encourage vermin or other pests.
7. LINE CLEAR reserves the right but not the obligation to inspect the goods or documents consigned by its Shippers to ensure that all such documents or goods are capable of carriage to the countries of destination within the standard operating procedures. Customs declaration and handling methods of LINE CLEAR however, does not undertake or represent that any particular item to be carried is capable and delivery without infringing the law of any county or state from, to or through which the item may be carried.

No.3, Jalan TP2, Taman Perindustrian UEP Subang Jaya, 47600 Subang Jaya, Selangor Darul
Ehsan

Tel : +603-7890 3535 Fax : +603-7890 3536 Web : www.lineclearxpress.com
SST NO. : 002087526400

LINE CLEAR EXPRESS & LOGISTICS SDN

BHD_(1032320W)

SLS202001/ver1.0

8. The Shipper warrants that neither the transaction nor the carriage of the Shipment is in breach of any statute regulation, including but not limited to governmental regulations and laws of any country to, from, through or over the Shipment, or other law relating to postal or courier services, and that they are either the owners of or the authorized agents of the owners of any goods or property being the subject matter of the transaction and by entering into the transaction they accept these conditions for themselves as well as for all other parties on whose behalf they are acting. Shipper and consignees of any Shipment and/or their agents, undertakes to indemnify LINE CLEAR against losses, damages, expenses and fines arising from any inaccuracy or omission even in such inaccuracy or omission is not due to any negligence.

9. The making and packing of the Shippers' documents or goods for transportation is the Shipper's sole responsibility including the placing of the documents or goods in any container which may be supplied to the Shipper by LINE CLEAR accepts no responsibility for loss or damage to documents or goods caused by inadequate, inappropriate or defective packaging. It is the sole responsibility of the Shipper to ensure that the address is correct and legibly stated each consignment of documents or goods to enable effective delivery to be made. LINE CLEAR shall not be liable for delay in forwarding for delivery resulting from the Shipper's failure to comply with its obligations.

10. The Shipper shall bear and pay all duties, taxes, fines, imposts, expenses and losses (including without prejudice to the generality of the foregoing, charges for any additional Carriage undertaken) incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Shipment and comply with but not limited to any imposed at any time before or during the Carriage relating to anti-terrorism measures of customs, port and other authorities and Shipper warrants LINE CLEAR that the description and particulars including, but not limited to, weight, content, measure quantity, quality, condition, marks, numbers and value are correct.

11. The Shipper and consignees and/or their agents, if any shall be liable for any duty, tax, impost or outlays of whatsoever nature levied by the authorities of any port or place for or in connection with the goods and for any payments, fines, expenses, loss or damage incurred or sustained by LINE CLEAR in connection herewith. The Shipper warrants that each article in any Shipment is accurately described and Shipper shall provide the relevant documents to meet the export or importing requirements. The Shipper appoints LINE CLEAR or one appointed by LINE CLEAR as Shipper's agent solely for performance of customer clearance.

12. The Actual Value of a document (which term shall include any item of no commercial value which is transported hereunder) shall be ascertained by reference to its cost of preparation or replacement, reconstruction or reconstitution value at the time and place of shipment whichever is less.

13. The Actual Value of a parcel (which term shall include any item of commercial value which is transported hereunder) shall be ascertained by reference to its cost of repair or replacement, resale or fair market value at the time and place of shipment, whichever is less. In no event shall such value exceed the original cost of the article actually paid by the Shipper plus 10%.

14. All goods and documents relating to the goods shall be subject to a particular and general lien and right of detention for monies due either in respect of such goods or any particular or general balance or other monies due from the sender owner or consignee and their agents to LINE CLEAR, if any money due to LINE CLEAR is not paid within the terms set out and agreed or within 14 days after the notice has been given to the person from whom the money is due that such goods are being detained and same may be disposed or otherwise at the sole discretion of LINE CLEAR and at the expense of such a person for fees applied or towards satisfaction of such indebtedness. The sender owner or consignee and their agents hereby waives any cross claim payment due.

No.3, Jalan TP2, Taman Perindustrian UEP Subang Jaya, 47600 Subang Jaya, Selangor Darul
Ehsan

Tel : +603-7890 3535 Fax : +603-7890 3536 Web : www.lineclearxpress.com

SST NO. : 002087526400

LINE CLEAR EXPRESS & LOGISTICS SDN

BHD_(1032320W)

SLS202001/ver1.0

15. LINE CLEAR's charges are calculated according to the higher of actual or volumetric weight and the shipment may be re-weighed and re-measured by LINE CLEAR to confirm this calculation. For the purposes of ascertaining the volumetric weight of any parcel, the following formula applies:

Length x Width x Height (cm) / 6000 = Volumetric weight (Kgs).

16. Any delivery or service fee quoted by LINE CLEAR is subject to service tax, value added tax and any other applicable tax or GST and any other applicable tax, duty and expenses as may be imposed by any local or foreign customs or similar authority in respect of the carriage of the Shipper's Shipment and the Shipper shall be primarily liable for such payment and any additional surcharge, fine, legal cost or loss suffered by LINE CLEAR.

17. LINE CLEAR's shipment charges do not include insurance cover for Shipments in transit and LINE CLEAR is under no obligation to provide such insurance coverage. The Shippers will arrange insurance for their Shipment for the intended transit. The insurance policy shall include a waiver of subrogation clause for the benefit of LINE CLEAR.

18. For delayed Shipments, LINE CLEAR's liability shall only be limited up to the sum of the courier charges paid by the Shipper provided that such delay was due to the negligence of LINE CLEAR, its servants or agents.

19. LINE CLEAR shall not be liable for or in respect of any loss or damage suffered by the Shipper howsoever caused or arising and without limiting the generality of the foregoing, whether caused or arising by reason or on account of loss or damage to goods, missed delivery or non-delivery, delay in delivery, concealed damage, deterioration, contamination, evaporation, cancellations or delays in scheduled air flights, in customs procedures or any reason at all.

20. LINE CLEAR shall not under any circumstances be liable for loss or damage resulting from or attributed to any quotations, statement, representation, or information, whether oral or in writing howsoever, whosoever or to whomsoever made or given by or on behalf of LINE CLEAR or by any servant, employee or agent of LINE CLEAR as to the classification of or liability for amount scale or rate of customs duty, excise duty or other impost or tax applicable to any goods or property are such at LINE CLEAR shall commit any breach of any Act Of Parliament regulation or Ordinance or other law made in respect of the same.

21. LINE CLEAR's total liability under any circumstances whatsoever shall not exceed RM200.00 per Shipment or the cost of replacement, whichever is lower. For the purpose of establishing the amount of LINE CLEAR EXPRESS liability under this clause value of a document of the goods shall be ascertained by reference to their replacement or constitution value at the time and place of shipment without reference to their commercial utility to the Shipper and other items of consequential loss. Instances where a higher value has been declared in which case the Shipment shall be insured by the Shipper and the Shippers' sole remedy shall be from the proceeds of the insurance policy.

22. If the Shipper requires greater protection, LINE CLEAR can arrange insurance for Shipper covering the actual cash value in respect of loss of or physical damage to the Shipment, provided the Shipper requests it via LINE CLEAR systems and pays the applicable premium. Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delay.

23. LINE CLEAR shall not be liable for any loss, damage, delay, shortage, mis-delivery, non-delivery, misinformation or failure to provide information in connection with Shipper's Shipment which is (a) beyond the reasonable control of the management of LINE CLEAR; (b) caused by any fraud, willful acts, reckless acts for which the management of LINE CLEAR has exercised reasonable diligence; (c) resulting from of Acts of God and (d) by the occurrence of a force majeure event including but not limited to 1) severe weather, 2) fire and flood ; (3) war, rebellion, sabotage, riot, terrorism; (4) strike or industrial dispute of whatsoever nature; (5) act or omission of local or overseas public

No.3, Jalan TP2, Taman Perindustrian UEP Subang Jaya, 47600 Subang Jaya, Selangor Darul
Ehsan

Tel : +603-7890 3535 Fax : +603-7890 3536 Web : www.lineclearexpress.com

SST NO. : 002087526400

LINE CLEAR EXPRESS & LOGISTICS SDN

BHD_(1032320W)

SLS202001/ver1.0

authority and changes in applicable law; (6) disruption of air or ground network; (7) mechanical problems to modes of transportation / machinery or material shortage (i.e. fuel and electricity).

24. LINE CLEAR is not an air transport company. LINE CLEAR's undertaking is within the Warsaw Convention 1929 and subsequent air carriage treaties and legislation. LINE CLEAR acts as agents or its Shipper when consigning documents or goods with a particular airline or carrier for onward carriage, without prejudice to its general right of subrogation hereunder LINE CLEAR shall have the right to recover compensation from any airline or carrier for loss, damage or expense incurred by any Shipper on behalf of that Shipper.

25. Any claim brought by a Shipper against LINE CLEAR hereunder must be notified by the Shipper to an office of LINE CLEAR in writing within 14 days of the date when the documents or goods should have reached their destinations, after which date, no claim howsoever shall be entertained by LINE CLEAR. No claim shall be entertained until all outstanding due to LINE CLEAR from the Shipper have been fully settled. The amount of any such claim shall not be set off any amount owing to LINE CLEAR.

26. Shipments which cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee may be disposed or returned at LINE CLEAR's option at any time after the expiration of 21 days from the date a notice in writing is sent to the address which the sender gave to LINE CLEAR on delivery of goods. All charges and expenses arising in connection with the sale or return of the goods shall be paid by the Shipper. Communication from any agent or correspondence of LINE CLEAR to the effect that the goods cannot be delivered for any reason shall be conclusive evidence of that fact.

27. By signing on the Consignment Documents, you shall authorize LINE CLEAR to use your personal data for all lawful purpose including but not limited to disclosure of your personal data by LINE CLEAR to any government and/or regulatory authority to the extent permitted by any applicable laws.

28. The Standard Terms and Conditions shall be subject to and construed in accordance with the laws of Malaysia. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

We understand and accept the terms and conditions as stated here in:

Signed : _____

Name : _____

Position : _____

Date : _____

Company Stamp : _____

No.3, Jalan TP2, Taman Perindustrian UEP Subang Jaya, 47600 Subang Jaya, Selangor Darul Ehsan

Tel : +603-7890 3535 Fax : +603-7890 3536 Web : www.lineclearexpress.com

SST NO. : 002087526400