

ASSOCIATION OF MALAYSIAN HAULIER
STANDARD TRADING CONDITIONS

1.0 EXPORT CONTAINER DELIVERY AND COLLECTION

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

- 1.1.1 Futile trip i.e empty pick-up from at any depot
- 1.1.2 Empty container rejected by the shipper (subject to FAF)
- 1.1.3 Where an empty rejected container is not able to be drop-off at the depot but returned to the Haulier's yard, a Futile Trip Transit charge applies on to of charges under Clause 1.1.2

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 the Haulier within TWENTY-FOUR (24) WORKING HOURS notice. The notice period shall be calculated from the Container Readiness Time. The Haulier shall be free of any charges for the 24 working hours from Container Readiness Time.

The Haulier shall not be responsible or liable of any SSR, detention, and demurrage charges or any other penalties if requests for delivery or collection are not submitted with sufficient notice and readiness as outlined above.

Notwithstanding the above, the Haulier shall endeavour to take its utmost effort to ensure all deliveries and collections are performed to the Customer's requirement. The above period of notice is to allow sufficient time for all parties involved to transmit containers on schedule and avoid issues of container shut-out or unnecessary storage, detention or demurrage charges.

1.2.2 Futile Laden Collection shall be charged on Futile trip (Subject to FAF)

1.2.3 Where a laden container is not able to enter the Port terminal for any reason but returned to the Haulier's yard, a Futile Trip Transit charge shall be applicable.

1.2.4 In case of any SSR, detention, store-rent or demurrage charges or any other penalty charges, which may be incurred, the Haulier shall pay base on the following method:

(The number of days incurred under Haulier's account) x (the rate of charge starting on the first day of the rate schedule)

The liability of the Haulier for any delays shall be subjected to the limitations as stated in our clause for "LIMITS OF LIABILITY IN RESPECT OF DELAY"

2.0 IMPORT CONTAINER DELIVERY AND COLLECTION

2.1 Laden import Delivery on 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, Customers 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 working hours' notice period from receipt of last document or "container release"

The Haulier shall not be responsible or liable for any SSR, detention, demurrage charges or any other penalties if requests for delivery or collection is not submitted within sufficient notice and readiness as stated above.

Notwithstanding the above, the Haulier will endeavour to take its utmost effort to ensure all deliveries and collections are performed to the Customers requirements. The above period of notice is to allow sufficient time for all parties involved to move containers on schedule and avoid issues of container shut-out or unnecessary storage, detention or demurrage charges.

2.1.2 In case of any SSR, detention, store-rent or demurrage charges or any other penalty charges, which may be incurred, the Haulier shall pay base on the following method :-

(The number of days incurred under Haulier's account) x (the rate of charge commencing on the first day of the rate schedule)

The liability of the Haulier for any delays shall be subjected to the limitations as stated in our clause for "LIMITS OF LIABILITY IN RESPECT OF DELAY"

2.1.3 Futile trip charges will be applicable in the event there the Customer cancels the trip earlier confirmed.

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 working hours' notice period from Container Readiness Time.

The Haulier shall not be responsible or liable for any detention, demurrage charges or any other penalties if requests for delivery or collection is not submitted with sufficient notice and readiness as outlined above.

Notwithstanding the above, the Haulier shall endeavour to take its utmost effort to ensure all deliveries and collections are performed in accordance to the customers requirement. The above period of notice is to allow sufficient time for all parties involved to move containers on schedule and avoid issues of container shut-out or unnecessary storage, detention or demurrage charges.

2.2.2 Futile Empty Collection shall be charged on Futile trip (subject to FAF)

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

- a. Futile Trip Transit Charges applies
- b. Futile Trip (Unsuccessful Empty Drop-Off)

2.3.4 In case of any detention, store-rent or demurrage charges or any other penalty charges, which may be incurred, the Haulier shall pay base on the following method :-

(the number of days incurred under Haulier's account) x (the rate of charge starting on the first day of the rate schedule)

The liability of the Haulier for any delays shall be subjected to the limitations as stated in our clause for "LIMITS OF LIABILITY IN RESPECT OF DELAY"

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 of loading/unloading is ONE HOUR only
- 3.2 Waiting time charges (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 affected on 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 at their own expenses.

- 4.1 Staging charges shall apply
- 4.2 Storage charges shall apply

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 premise is defined as:
 - 5.2.1 Without or outside of a fenced and gated premise
 - 5.2.2 Without 24-hour 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 premise before the acceptance of the ROT

- 5.3.1 Should a consignment arrive at an unsecured premise without any pre-alert by the Customer 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 reject to wait for the process of loading/unloading. Clause 3.0 above mentioned then applies.
- 5.3.2 If for any reason whatsoever that the "wait to load/unload" cannot be performed, the container shall be returned to the depot or in the event it is laden, the said container shall be delivered to the Haulier's yard for staging while waiting further instructions.
- 5.3.3 If an empty container is referred to an empty depot, futile trip charges as per clause 1.1 Futile Trip on Unsuccessful Empty Delivery applies.
- 5.3.4 If laden container is returned for staging at the Haulier's yard, then a Futile Trip Transit charge as per clause 2.1.3 Futile Trip Unsuccessful Laden Delivery applies.
- 5.4 The Customer shall indemnify the Haulier while loading/unloading is being performed at an unsecured premise. 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 its rights to refuse or accept to deliver a consignment to an unsecured premise.
- 5.6 In the event the customer requires, demands and/or insist for the Haulier to park or retain its belongings outside the premises of the the customer, the customer shall be responsible for any losses that may be suffered by the Haulier.

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. 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" requests.

- 6.1.3 If direct loading/delivery is not requested, then the required period of notice for Collection and delivery within Clause 1.0 and Clause 2.0 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. The 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 are a list of surcharges that will be applicable. For any other special cargoes or container movements which are not listed below, please check with the Haulier on the additional surcharge before submitting the ROT.

- 6.5.1 Dangerous Goods (DG) Surcharge
- 6.5.2 Refrigerated Cargoes and/or Containers
- 6.5.3 Out-of Gauge cargoes and/or Containers
- 6.5.4 Perishable Goods
- 6.5.5 Transportation requiring special equipment e.g Freezer unit, tipping device etc

6.5.6 Any other special cargoes and/or Containers
Not specified

6.5.7 Weighing required by customers

7.0 **INSURANCE**

The Customer shall at all times ensure that they have purchased and/or obtained full insurance coverage for 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 make 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 for compensation for any one case shall not exceed RM5.00 per Kilo gross weight of the Goods and container or RM100,000.00 per claim, whichever lower.

Comment [H1]: Dato Shamesh: why the need to increase the sum?

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 3 days and the claim be made in writing within seven (5) days

after the termination of transit of the consignment, or 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 thereof.

8.0 LIMIT OF LIABILITY IN RESPECT OF DELAY

8.1 The liability of the Haulier in any event in respect of any delay in the carriage of any complete Consignment shall not exceed a sum equal to the carriage charges received by the Haulier in respect of the Consignment

8.2 The Haulier shall not in any case be liable for any indirect or consequential losses or for loss of a market.

8.3. For matter of clarity, the Haulier shall not be responsible to compensate the customer in the event there are any unavoidable delays in delivering or collecting the cargo.

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 will be applicable.

10.0 PRIME MOVER AND TRAILERS

Charges for waiting time of container movements at the port or depots will be applicable:

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 charges will be applicable. 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.

13.0 PUBLIC HOLIDAYS

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

13.1	Hari Raya Aidilfitri	: 2 days
13.2	Chinese New Year	: 2 days
13.3	Independence Day	: 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. Any such request for such movement should be made in advance i.e not later than Forty-Eight (48) working hours before the Carrier's office close for the holidays.
- 13.9. The Customer shall ensure they will bear and/or reimburse any other additional costs in the event the Port or Shipping line impose unexpected charges as a result of delays contributed by congestion in the Port especially during festive period.

14.0 IMPLEMENTATION AND MODIFICATION OF THE TARIFFS

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