

## **INTEGRATED WAREHOUSE SDN BHD – Standard Trading Conditions**

**INTEGRATED WAREHOUSE SDN BHD** (hereafter described as “the Company”) in the absence of a special contract containing special conditions will only accept goods subject to the following terms and conditions.

1. The Customer forwarding goods for storage hereby declares that they are the owners or authorized agents of the goods for storage accept these conditions for themselves and all other parties on whose behalf they are acting for who may in any way be concerned with the said goods and shall indemnify the Company against all claims arising from title to the goods paramount to that of the Customer.
2. The Company shall store the goods as delivered unless the Customer requires that they shall be stored in a special manner in which case the Customer shall notify the Company of the goods that require special care, giving an accurate description thereof and stating precisely all special precautions necessary. Any extra expense incurred by any particular method of storage shall be borne by the Customer. Failing such notification, the Company shall be under no liability whatsoever for the deterioration, loss, damage to the goods or negligence on the part of the Company of its employees, servants or agents
3. The Company reserves its right to reject the goods that are not in its view properly packed or to re-pack them as it thinks fit at the time of delivery or during storage and all costs incurred thereby shall be borne by the Customer.
4. No explosive, dangerous or offensive goods may be deposited and the Customer warrants that the goods deposited hereunder are no explosive, dangerous or offensive in nature. The Customer agrees that any such goods upon being discovered may be destroyed or sold or otherwise disposed of as the Company deems fit without prejudice to any other right of action which the Company may have against the Customer.
5. The Customer shall insure its goods stored in the warehouse against destruction or damage by fire and extraneous perils. All policies of insurance taken out in connection with or in relation to the goods stored by the Customer shall include the Company as an additional insured party and shall provide for waiver of all subrogation clauses. A copy of such policy shall be lodged with the Company.
6. The description of the goods and particulars concerning the packages as stated on the face of the Warehouseman’s Receipt are those of the Customer, and the Company does not by issuance of the Warehouseman’s Receipt agree that such description is correct or admit the existing good order and condition of the goods described or of the contents of any package or other shipping unit except as may be otherwise provided by applicable statute or specially admitted in writing by the Company. The Customer shall be liable for and shall indemnify the Company in respect of any injury loss or damage arising from inaccuracies or omissions in the leading mark, numbers quantity, weight, gauge measurement contents nature quantity or value as declared by the Customer including in the case of partial loss of any goods to which the Customer has failed to state the value any amount in excess of the pro-rata portion of the agreed value per package which the Company may be required to pay to the Customer or to any third person.
7. The Company shall not be responsible for the condition or contents of any goods received for storage nor for loss or damage occurring while the goods are in the custody of the Company caused by inherent vice, burglary, theft. Act of effect of climate, monsoons, tempest, torrential rains, floods, temperature changes, by heat, heating, decay, milder, mould, dampness, fermentation, smoke, dust, oil, discoloration, evaporation, smell or taint from or contact with other goods or fuel, putrefaction, rust water of any kind, sweat, rain or spray, change of character, drainage, leakage, wastage, loss of weight, breakage, splitting, bending, chaffing, shrinkage, book holes, rats, vermin, or by explosion of any of the goods whether received with or without disclosure of its nature, or for any loss or damage arising from the nature of goods or in the insufficiency or absence or marks numbers, address or description of goods, including any damage occurring before receipt. This clause shall be construed as in addition to

and not in derogation of or in substitution for any statutory exception or provision in favour of the Company. The Company reserves the right to remove the goods or any part or parts thereof to any other part or parts of the warehouse or open yard for storage.

8. Notwithstanding herein contained, the Company shall not in any circumstances be liable to the Customer or to any person claiming under the Customer for :-
  - (i) any failure of inability or delay by the Company in fulfilling any of its obligations under this Agreement or any interruption in any of the services hereinbefore mentioned by reason of necessary repair of maintenance of any installations or apparatus or damage thereto or destruction thereof or by reason of mechanical or other defect or breakdown or reason of any circumstances beyond the Company's control (including but not limited to fire, flood, act of God, explosion escape of water, riot, civil commotion, curfew emergency, labour disputes or shortage of manpower, fuel, materials, electricity or water);
  - (ii) any act, omission, default, misconduct or negligence of any porter, attendant or other servant or employee, independent contractor or agent of the Company in or about the performance or purported performance of any duty relating to the provision by the Company of any services it has covenanted to provide under this Agreement and of the security and safekeeping of the warehouse or any contents therein;
  - (iii) any damage, injury or loss howsoever caused by the Customer other customers or persons in the warehouse;
  - (iv) any damage, injury loss arising from the storage of goods of a flammable, poisonous hazardous, dangerous or explosive nature (whether with or without the Company's knowledge) by the Customer other customers or persons in the warehouse; and
  - (v) any injury (fatal or otherwise) physical destruction, damage, loss, costs or expenses of whatsoever nature consequential or otherwise howsoever caused.
9. No servant or agent of the Company (including every independent contractor from time to time employed by the company) shall in circumstances whatsoever be under any liability of whatsoever kind arising or resulting directly or indirectly from any act neglect or default on his part while acting the course of or in connection with his employment and without prejudice to the generality of the foregoing provisions in his clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability defence and immunity of whatsoever kind applicable to the Company or to which the extend to protect every such servant or agent of the Company acting as aforesaid and for the purpose of all the foregoing provisions of this clause the Company is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to the extent be or be deemed to be parties to the contract.
10. If and only in the event that the Company should be found liable notwithstanding anything to the contrary contained in this warehouseman's Receipt, the liability of the Company in respect of any one consignment shall in any case be limited as follows :-
  - (a) Where the loss or damage, however sustained is in respect of the whole of the consignment to a sum at the rate of M\$1/- per kilogram on the gross weight of the consignment.
  - (b) Where loss or damage, however sustained is in respect of part of the consignment; to the proportion which the actual value of the part of the consignment bears to the actual value of the whole consignment as calculated under sub clause (a) above.
11. The Customer shall indemnify, and keep indemnified the Company in full from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, decrees, orders, damages, costs, losses and expenses of any connection with loss of life, personal injury and/or goods by the Customer in, upon or at the premises or the Customer's use of the premises or any part thereof however caused.
12. The Customer shall comply with :-

- (i) all such requirements as may be imposed regarding the use of the warehouse by the Company or by any legislation now or hereafter in force and any orders, rules, requirements, regulations and notice hereunder;
- (ii) all the terms and conditions stated in this Agreement.

and the Customer agrees to indemnify the Company against any all actions, proceedings claims, losses and expenses whatsoever in respect of any breach or nonobservance of the terms of this Agreement.

13. The Company shall supply facilities eg. equipment, machinery, pallets etc necessary for the storage of goods at Customer's expenses. However, the use of these facilities directly or indirectly shall be at Customer's risk entirely and the Company shall not be liable for loss of or damage to the goods or any consequential loss thereof as the result of such usage.
14. All storage charges are payable immediately upon receipt of our invoice. Interest at one and a half per cent per month is chargeable on all outstanding payments from the due date to the time of actual payment whether before or after judgment. The Company reserves the right to revise the rates quoted giving 2 weeks' notice in writing. In the event the Customer is not in agreement to the revised rates, a further 3 week period thereafter is given for the removal of the stored goods but Customer shall still be liable for the storage charges up to the day of the removal.
15. Goods stored in the Company's warehouse are subject to the Company's lien for charges and other sums due to the Company arising out of the Customer any goods until such charges and all other sums, if any, owed by the Customer to the Company have been paid if the charges or other sums owed are in arrears and remain unpaid after 14 days' notice of demand in writing addressed to the Customer at its last known place of business or abode, the Company shall have the right to dispose of part or whole of the goods stored by public or private treaty and at such prices as the Company deems fit, and for that purpose, may open or break open (without being liable for any damage unavoidably caused thereby) any box, cases, other package, locks fastenings and seals. The balance of the proceeds of any such sale after deducting the costs thereof and incidental thereto shall be applied first in satisfaction of all such charges and other sums owed and the residue shall be handed over to the Customer. If the proceeds of sale are insufficient to pay all the above charges and other sums owed, the Customer shall continue to be liable to the Company for the shortfall.
16. Goods shall be released only upon production by the Customer of a copy of the Warehouseman's Receipt and the Company shall not be required to investigate into the authority of the person entitled to take delivery of the goods, the removal of the goods into the custody of the person entitled to take delivery thereof shall be conclusive evidence of the goods released in all respects by the Company as described in the delivery order.
17. If any of the provisions of the Warehouseman's Receipt are held or interpreted by any court or governmental authority to be illegal or invalid under present or future laws or this Warehouseman's Receipt, such provisions shall be fully separable and this Warehouseman's Receipt and the remaining provisions of this Warehouseman's Receipt shall remain full force and effect and shall not be affected by the illegal or invalid provision or by its severance from this Warehouseman's receipt.
18. The warehouse business hours 0900hr to 1700hr on weekdays and 0900hr to 1300hr on Saturdays excluding Sundays and Public Holidays, or such other times as the Company may decide from time to time. Service outside those hours may be allowed by the Company at its absolute discretion and without responsibility provided prior arrangement has been made with the Company and all related overtime charges and any other charges shall be borne by the Customer.
19. The Customer shall notify the Company of any change of address. Any notice or communication required to be given or sent if delivered or sent by the post to the last known address given to the Company.

20. All previous correspondence in relation to the contract of storage shall be deemed to be incorporated as terms and condition of this Agreement insofar as they are not inconsistent with the terms and conditions of this Agreement
21. Transfer of this document will not transfer title of the goods described herein to the transferee unless and until such transfer has been acknowledged in writing by the Company.
22. Any claim or dispute arising out of or in connection with the services of the company shall be subject to Malaysian Law and the exclusive jurisdiction of Malaysian Courts.