

**TERMS & CONDITIONS OF CONTRACT  
(CARRIAGE LIMITATION OF LIABILITY)**

By conditions set on this page, Asialink Cargo & Packing Agency Sdn Bhd and Asialink Crane and Trailer Agency Sdn Bhd., hereinafter refer as ASIALINK or the Companies and its servants and agents are firstly not be liable of all losses and damages and secondly wherever there are to be liable the amount of liability is strictly limited to the amount stated in condition 5.

**CUSTOMERS ARE THEREFORE ADVISED TO PURCHASE INSURANCE TO ENSURE THAT THEIR INTERESTS ARE FULLY PROTECTED IN ALL EVENTS. ITEMS NOT INSURABLE ARE TRANSPORTED AT SHIPPERS'/SENDERS' OWN RISK.**

1. In tendering the shipment/ cargo for carriages/transportation, the sender agrees to these TERMS AND CONDITIONS OF CONTRACT which no agent or employee or parties may alter. This ASIALINK CONSIGNMENT NOTE is NON-NEGOTIABLE and been prepared by Transporter on shipper's/sender's behalf.
2. The shipper agreed that carriages/transportation is subject to the TERMS AND CONDITIONS OF CONTRACT stated herein.
3. In tendering the cargoes for carriages/transportation, THE SHIPPER/SENDER WARRANTS that the cargoes are packed adequately to protect the enclosed goods to ensure safe transportation with ordinary care and handling and that each packages is appropriately labeled and except as noted are in good order and condition.
4. Cargoes accepted are for transportation only, content not checked by transporter, shipper must provide packing list, indicating items and value for insurance purpose.
5. LIABILITY
  - a) LIMITATION OF LIABILITY. The liability of ASIALINK is equivalent to the freight charged. In no event shall the liability of ASIALINK exceed the freight charged.
  - b) ASIALINK is not liable for any loss, damage, delay, miss delivery or non-delivery cause by the act, default and omission of the shipper, consignee or other parties who claim interest on the cargoes, the nature of the shipment or any defect thereof, violation by shipper or consignee of any of the terms and conditions of contract in this waybill effected on the date of shipment including, but not limited to insufficient packing, securing, marking or addressing or failure to observe any rules relating to shipment not acceptable for transportation or shipments acceptable only under certain condition, acts of God, public enemies, public authorities acting with actual or apparent authority of law, acts or commissions of customs or quarantine, official, riots strikes or other local disputes common commotions, hazards incident or state of war, weather condition or mechanical delay of vehicle.
  - c) CONSEQUENTIAL DAMAGES EXCLUDED. ASIALINK shall not be liable, in any event, for any consequential or special damages or other indirect loss, however arising, whether or not ASIALINK had acknowledged that such damages might be incurred, including, but not limited to, loss of income profits interest, utility or loss of market.
  - d) In the event that the transporter is found liable by a competent Court of Law, the transporter is only liable to a maximum amount as stated in section 5(a) as above. The sender/shipper agrees to procure necessary insurance to cover all the necessary and relevant risks involved in the transportation of his cargoes and / or NOT to send any cargoes which value exceeds the freight charged without insurance, and not to make any claim ( including subrogation ) against the transporter in case of damages due to accident, fire or other acts of God for amount more than that as stated in 5(a) above.

6. COMPLETION OF CARRIAGE (INCLUDING SUBROGATION)

- a) It is agreed that no time is fixed for the completion of carriage / transportation of cargoes accepted for transportation.
- b) Receipt of the cargoes by the consignee or the consignee's agent without written notification on the delivery receipt and/or delivery manifest will be prima facia that the shipment was delivered in good condition. No claim will be processed by ASIALINK until all transportation charges have been paid. The amount may not be deducted from the transportation charges.
- c) Notice and claims for non-delivery/loss or partial-delivery of shipment must be reported and documentation filed in writing to ASIALINK within 7 days of date of shipment in the event notice and documentation is not filed within the time limit as set forth herein. ASIALINK shall have no liability for any such claim.

7. a) Every consignment of merchandise shall be accompanied by a consignment note waybill on which shall be correctly stated:

- i) Full name and address of shipper/sender and consignee.
- ii) Such particulars as customs authorities may require such nature, weight (inclusive of packing), number of parcels, articles or merchandise handed to company and properly received for such particulars are written other than in English the Company shall not be responsible for translation thereof.
- iii) The total value of the consignment.

b) The shipper/sender shall indemnify the Company in respect of any loss, damages or loss of revenue suffered by Company or its servants or agents due to the delay or detention by government or any authority of any vehicle used or owned by Company as a result of over loading or incorrect declaration of weight or incorrect description of the contents of the good supplied by the shipper/sender or arising from non-compliance of any of the conditions herein.

c) PROVISIONS FOR CUSTOMS CLEARANCE. The shipper/sender must provide required documentation for custom clearance. Except where prohibited by law ASIALINK will arrange for customs clearance in which case, brokerage service will be provided at additional charge incurred. Customs penalties storage charges or others expenses incurred as a result of an action by customs or failure by the shipper/sender or consignee to provide proper documentation or obtain required license or permit, will be charged to consignee along with duty, tax or fine, if applicable. However, the shipper/sender is liable for payment in event of non-payment by consignee. The shipper/sender may elect to pay for duty or tax by showing instructions on the export documentation of invoices and on the ASIALINK waybill. If applicable, to bill duty and tax to the shipper/sender.

8. Merchandise delivered to ASIALINK will be received and held subject to:-

- i) A general lien and right of detention for all monies due to ASIALINK whether for carriages / transportation of such or other goods or for other monies payable by the same shipper/sender.
- ii) In event of non payment, ASIALINK have the right to appoint Debt Collection Agency or its personnel to collect on behalf and with addition cost at 30% of amount outstanding.
- iii) And in general lien be not satisfied within a period of one month storage charges will be levied on the goods and ASIALINK shall not be responsible for any loss, damages , theft, fire or any unforeseen circumstances to the goods held by them.

9. PROHIBITED BY LAW, ASIALINK shall not handle or transport any cargoes which is prohibited by law or regulation of any federal, state and government in the origin of destination states/countries.

10. Payment

Shipper / sender or consignee agreed to all freight charges prepared by ASIALINK.