

**TERMS AND CONDITIONS OF SERVICES**

In these PTC's Terms and Conditions of Services:

**DEFINITION:**

- A. **"PTC"** means:
- (i) Peck Tiong Choon Pte Ltd, Peck Tiong Choon Transport Pte Ltd, Peck Tiong Choon Leasing Pte Ltd and Peck Tiong Choon Logistics Pte Ltd;
  - (ii) companies that are affiliated or associated to companies stated under Clause A(i) above; and
  - (iii) employees, contractors, sub-contractors and/or agents of companies stated under Clauses A(i) and (ii) above.
- B. **"Customer"** means the person or company or its employees, agents and/or representatives, who request for or use PTC's Services.
- C. **"Goods"** means cargo in relation to which the Services are provided by PTC including any container, packaging, crate, pallet or materials supplied by or on behalf of Customer.
- D. **"Services"** means:
- (i) PTC's supply of plant/equipment or machinery, vehicles and whatsoever with or without operator or manpower;
  - (ii) PTC's supply of lifting equipment, tools and/or accessories and whatsoever with or without operator or manpower;
  - (iii) PTC's handling of Goods including uploading or offloading, packaging or repackaging, inventory, transportation, warehousing, etc.
  - (iv) any other services provided by PTC or PTC's contractors, sub-contractors or agents.

**GENERAL CONDITIONS:**

1. PTC's Services provided to Customer are also subject to the **Singapore Logistics Association's ("SLA") Standard Trading Conditions**, a copy of which is available at SLA's website: <http://sla.org.sg/standard-trading-conditions>.
2. All Goods whether imported and exported are subject to the relevant Government and Port or Custom authorities' prevailing rules and regulations. PTC shall not be responsible for any detention, delay or consequent losses arising from non-compliance thereof by Customer or Goods' owners and/or their appointed transporter/agent/party.
3. Customer is obligated to disclose to PTC if Goods are considered as hazardous materials or dangerous goods.
4. Customer has the obligation to ensure that all Goods are packed properly and adequately to protect the contents during transportation, labelled and addressed correctly and completely.
5. It is Customer's responsibility to provide and complete accurate documents to PTC for shipping as required by the relevant authorities, to enable PTC to make proper disclosures on the Goods.
6. PTC is authorized by Customer to proceed in the manner chosen by Customer on the Order of Material Handling Services/Straight Bill of Lading, if one has been completed, or otherwise, to ship Goods at PTC's discretion and at Customer's expense. PTC shall incur no liability for such shipment.
7. PTC reserves the rights to dispose of Goods without liability or left unattended, without labels or not correctly labelled.

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8. Goods that are semi-hazardous/hazardous, PTC reserves the right to apply for DGR surcharges in line with market practice for PSA Groups 2 and 3 semi-hazardous Goods.
9. Re-shuffled packing lists do not signify the final mode of handling and/or its mentioned category (as above) and shall be subject to PTC's review from time to time.
10. PTC is not obligated to pay GST on imported Goods ("Import GST") on behalf of Customer. Customer is advised to establish an inter-bank GIRO account with Singapore Customs to facilitate payment of Import GST.
11. If Customer is not able to establish inter-bank GIRO account with Singapore Customs for payment of Import GST, PTC may at Customer's request, make payment of Import GST to Singapore Customs on Customer's behalf on the understanding that the Customer must reimburse such Import GST amount to PTC within two (2) working days failing which, PTC shall entitle to claim from Customer an interest at ten per cent (10%) per annum on such Import GST amount calculated from the date of payment made by PTC to the date of reimbursement made by Customer.
12. PTC would require at least four (4) working days' notice from Customer to apply for relevant permit from Land Transport Authority and booking of auxiliary police escort and these shall be subject to availability and approval from relevant authorities. All such application and booking fees shall be borne by Customer and fees quoted by PTC are subject to change without prior notice.
13. PTC's Services shall be subject to availability.

### **INSURANCE & INDEMNITY:**

14. Customer must insure all Goods against all types of risks or losses at all times and at his/her/its own costs.
15. Customer shall defend, hold harmless and fully indemnify PTC against any claims, damages, losses, liabilities, lawsuits, costs and expenses including legal fees, any injury to or death of persons, or damage to property, consequences of whatsoever nature relating to or arising from the performance of PTC's Services (eg. all risks, third party liability, public liability, workmen compensation, etc).

### **LIABILITY:**

16. PTC shall not be responsible or liable, whether directly or indirectly, to Customer or any parties including any Third Party, for any type of loss or damage to any Goods, persons, property or any kind of claims whatsoever including business, profit, goodwill or whatsoever, arising from the use of PTC's Services.
17. At Customer's request, PTC shall provide its employees, contractors, sub-contractors and/or agents to work at any accessible locations in Singapore and/or operate equipment or machinery belong to Customer or others. However, PTC shall not be responsible or liable in any way for any injury, loss or damage to any person, property, equipment or machinery whatsoever; Customer shall be fully responsible for the same.
18. PTC shall not be liable for the non-performance of its obligation to Customer due to any causes or unforeseen circumstances which are beyond PTC's control.
19. PTC shall not be liable for loss, damage, delay or monetary losses of any type caused by Acts of God, act or default of Customer or Goods' owner, acts of public authorities, acts or omissions of

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customs or quarantine officials, civil commotions, strikes, labour disputes, weather conditions, mechanical failures, aircraft failures, nature of Goods or any defects thereof, or acts of terrorism or war.

20. PTC shall not be liable for loss, damage, or delay to uncrated freight, freight improperly packed, glass breakage or concealed damage. PTC shall not be liable for ordinary wear and tear in handling of Goods or for damage to shrink wrapped Goods. All Goods shall be able to withstand handling by heavy equipment, including but not limited to forklifts, cranes, or dollies. It is Customer's responsibility to ensure that Goods are packaged correctly prior to shipment or movement.
21. Goods requiring cold storage are stored at Customer's own risks. PTC assumes no liability or responsibility for cold storage.
22. PTC assumes no liability for loss or damage to unattended Goods received at job/delivery site or destination at any time from the point of receipt of inbound Goods until the loading of the outbound Goods. Customer is responsible for insuring its own Goods for any and all types of risk.
23. PTC shall not be liable for any concealed loss or damage including but not limited to glass, electronic equipment, prototypes, original art, uncrated Goods, or improperly packaged or labelled Goods.

**PTC'S QUOTATION AND TERMS & CONDITIONS:**

24. PTC's quotation is only valid for seven (7) days from date of quotation unless otherwise specified.
25. In the event that Customer has failed or omitted to sign PTC's quotation for whatsoever reason, Customer's acknowledgement or acceptance of the delivery or performance of PTC's Services shall be deemed as Customer's agreement and acceptance of PTC's quotation and PTC's Terms and Conditions stated herein.
26. By using PTC's Services, Customer and any other parties with an interest in the Goods or Services, agree to and accept PTC's Terms and Conditions stated herein.
27. It is Customer's responsibility to provide notice of PTC's Terms and Conditions to all parties who have an interest in the Goods and/or PTC's Services.
28. PTC's Terms and Conditions stated herein shall prevail over Customers' standard or specific trading conditions, if any.
29. PTC's Terms and Conditions stated herein shall govern all Services provided by PTC to Customer and supersede any prior representations or agreements (whether oral or written) and conflicting terms and conditions contained in any other document.
30. PTC reserves its rights to amend PTC's Terms and Conditions stated herein from time to time without prior notice.

**PRICES AND OTHER CHARGES:**

31. All prices quoted by PTC to Customer exclude:
  - (a) prevailing Goods and Services Tax;
  - (b) any charges, fees, fines or taxes payable to or imposed by the relevant authorities or parties;

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- (c) any fees, penalties or fines such as parking fee, ERP, traffic fines or summons, etc incurred by PTC during the course of work or due to access to the job/delivery site;
- (d) any costs or charges for the removal of any obstruction and/or improvement work on access and/or any tree pruning (if required);
- (e) any reinstatement costs and works required by the relevant authorities; and
- (f) any other fees or charges such as insurance survey attendant fee, custom supervision fee, forklift charges, etc.

The aforesaid costs, charges, penalties, fees, fines or taxes shall be fully borne by Customer.

- 32. All access to job/delivery site including ground improvement works, entry permit, etc shall be arranged and provided by Customer to PTC, at Customer's own costs.
- 33. Any scope of work and/or prices not stated in PTC's quotation shall be charged to Customer based on PTC's standard tariff.
- 34. PTC reserves its rights to revise its price or scope of work from time to time as prior notice will be given to Customer.

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- 35. Unless otherwise specified, payment of PTC's Services shall be made in CASH. Choice of currency of payment shall be specified in the PTC's quotation.
- 36. All charges are due and payable to PTC before any Services are commenced or performed by PTC. PTC has the rights to require prepayment of its charges at the time of request for Services. PTC reserves its rights to hold Customers' Goods for non-payment.
- 37. Any charges that are due and payable to PTC and not paid by Customer will be subject to an interest at ten per cent (10%) per annum calculated from the date due until the date of payment.

## CANCELLATION OF ORDER:

- 38. A minimum charge of 'half trip' shall be imposed by PTC on Customer as administrative charge if less than four (4) hours' cancellation notice is given by Customer to PTC BEFORE the commencement of PTC's Services.
- 39. A minimum charge of 'full trip' shall be imposed by PTC on Customer as administrative charge if cancellation notice is given by Customer to PTC AFTER the commencement of PTC's Services.

## GOVERNING LAW

- 40. PTC's Terms and Conditions stated herein shall be governed by, and construed in accordance with, the laws of the Republic of Singapore.