

CONDITIONS OF CARRIAGE

1. In these conditions "the Carrier" means

- SG SAGAWA AMERIOD PTE. LTD. and companies which utilise the trademark 'SG SAGAWA AMERIOD',
- the SG SAGAWA AMERIOD operating companies in the countries of departure and destination,
- all SG SAGAWA AMERIOD franchisees, agents, affiliates and
- all employees, agents, representatives and contractors of any of the above.

THE CARRIER IS NOT A COMMON CARRIER and will accept no liability as such. The Carrier reserves the right to refuse the carriage or transport of goods at its discretion.

2. The Carrier reserves the right to carry the Consignor's goods by any route and procedure and by successive carriers and according to its handling, storage and transportation methods.
3. The Carrier reserves the right, but is not obliged, to inspect any goods consigned to ensure that they are capable of carriage to the countries of destination within the standard operating procedures, customs declarations and handling methods of the Carrier.
4. The Carrier's rates are inclusive of local airport taxes, but exclusive of any value added tax, goods and services tax, duties, levies, imposts, deposits customs duty or charges (collectively "the Charges") incurred in respect of carriage of the Consignor's goods. The Consignor and receiver shall be liable for the Charges, if any, and the Consignor shall be liable for the Charges in the event of default in payment by the receiver. The Carrier shall not be liable for any penalties imposed or loss or damage incurred due to the Consignor's goods being impounded by customs or like authorities and the Consignor hereby indemnifies the Carrier against any such penalty, loss or damage. It is hereby expressly agreed that if the Carrier should pay any of the Charges, the Carrier is entitled to a lien on the goods to the extent of the Charges paid, and the Carrier shall be entitled to retain and hold the goods until payment of the Charges or sell the goods and apply the proceeds thereof towards payment of the Charges paid by the Carrier.
5. The Consignor is responsible for the packing of the goods including the packing in any container which may be supplied to the Consignor by the Carrier, and the Carrier accepts no responsibility for loss or damage to the goods caused by inadequate or inappropriate packing or packaging (including arising from the Carrier's negligence). It is the responsibility of the Consignor to address accurately and correctly each consignment to enable effective delivery to be made, and the Carrier shall not be liable for delay in forwarding or delivery resulting from the Consignor's failure to comply with its obligations in this respect.
6. The Consignor warrants that it has full power and authority to deal with the goods and is authorised to accept and is accepting these conditions on behalf of itself but also as an agent for and on behalf of all other persons who are or may hereafter become interested in the goods. The Consignor indemnifies and shall keep indemnified the Carrier against any damages, costs or expenses resulting from any breach of this warranty, and also against any claim of whatever nature by any person or persons in respect of the goods including any claim by the Consignee or any other third party in respect of loss of or damage to or delay in delivery of the goods howsoever arising (including but not limited to any negligence by the Carrier).
7. The Carrier is liable for damage sustained in the event of the destruction or loss of, or of damage to, the goods, if the occurrence which caused the destruction, loss or damage so sustained takes place during carriage by air and the Carrier is also liable for damage occasioned by delay in the carriage by air of the goods. The Carrier is not liable if it proves that it and its servants and agents have taken all necessary measures to avoid the damage or that it was impossible for it or them to take such measures PROVIDED ALWAYS THAT the liability of the Carrier under this condition shall be limited to the payment by the Carrier by way of damages of a sum not exceeding US\$100.00 or its equivalent per consignment or in the case where transit insurance is effected the amount payable thereunder in the event of loss or damage to the goods. The rights herein shall be in substitution for any other right, cause of action or entitlement under any law.
8. Any claim brought against the Carrier hereunder in respect of loss of, damage to, or delay in the carriage by air of the goods must be notified in writing to an office of the Carrier, in the case of damage within 7 days from the date of delivery of the goods, in the case of loss within 14 days from the date when the goods should have reached their destination, and in the case of delay within 21 days from the date on which the goods should have been delivered, otherwise no action shall lie against the Carrier and the rights of the Consignor/ Consignee/receiver to any claim against the Carrier are extinguished.
9. The Carrier will not carry dangerous, hazardous, combustible or explosive materials, gold and silver bullion, coin, dust, cyanides, precipitates or any form of uncoined gold and silver bullion, platinum and other precious metals, precious and semi-precious stones, jewellery, currency (paper or coin) of any nationality, negotiable securities, cheques of any kind, stock, bonds, certificates, stamps, blank or endorsed bank cheques, money orders or travellers cheques, antiques, works of art, livestock, plants, drugs, pharmaceuticals, liquor, firearms, tobacco, foodstuff, IATA restricted articles or perishables,

and indemnifies the Carrier from and against all liabilities, claims, damages, losses, costs (including legal costs) and expenses which may arise as a result of or in connection with carriage of the same, and the Carrier shall not be responsible for such items and shall have the right to abandon such carriage immediately upon the Carrier having knowledge that the goods infringe this condition.

10. The Carrier shall not be under any liability whatsoever, including but not limited to liability in tort, contract or bailment, for any loss of or damage to or delay in the delivery of the goods (or any consequential loss arising therefrom) which takes place otherwise than during carriage by air, howsoever caused including but not limited to negligence or breach of contract by the Carrier, PROVIDED ALWAYS THAT where transit insurance is effected the Consignor shall be entitled to the amount payable thereunder in the event of loss or damage to the goods.
11. The Consignor releases and indemnifies the Carrier from or against any claims, demands and/or liabilities arising out of or in connection with any personal injury, illness or death to any person, damage to any property, or any other loss or damage of any kind whatsoever (including consequential loss) caused or contributed to by the goods and whether or not occurring whilst the goods are in the possession of the Carrier, and howsoever arising including but not limited to any negligence by the Carrier.
12. If the carriage involves an alternate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable. Where the Warsaw Convention is applicable, the Conditions of Carriage herein shall be read together with and subject to the provisions of the Warsaw Convention provided always where there is any inconsistency between the Conditions of Carriage herein and the provisions of the Warsaw Convention, the latter shall prevail. In these conditions the Warsaw Convention shall include as applicable the amended Convention and the Montreal Convention 1999.
13. The Carrier's charges are quoted in Local Currency and all payments by the Consignor (or receiver/consignee as the case may be) must be made in Local Currency within 14 days from date of invoice. If any charges due to the Carrier hereunder are in arrears and unpaid for a period of more than 30 days in the Carrier may charge interest on any overdue amounts at a rate of 1.5% per month until the charges are paid.
14. The Consignor warrants that the goods are fully and accurately described and that all applicable customs, import and export regulations and other laws in the country of departure and the country of destination of the goods have been complied with. In the event of any breach of this condition, the Carrier shall have the right to abandon the carriage of the goods immediately upon the Carrier becoming aware of such breach and the Consignor/Consignee/receiver releases and indemnifies the Carrier from and against all resulting liabilities, claims, damages, losses, costs (including legal costs) and expenses which may arise as a result of or in connection with any breach of this condition by the Consignor.
15. The Carrier shall have a lien over the Consignor's goods until all of the Carrier's charges and expenses (including but not limited to storage and insurance charges) incurred by the Carrier in respect of the transportation of the goods have been met. The Carrier reserves the right to sell the goods where his charges and expenses have not been paid within one month from the date when the Carrier gives notice of the exercise of his right of lien to the Consignor.
16. No claim may be brought by the Consignor against the Carrier until all charges and expenses of the Carrier in connection with the transportation of the goods have been met by the Consignor. No amounts may be deducted from such charges and expenses in respect of any claim by the Consignor against the Carrier. Any action or proceeding against the Carrier not otherwise excluded or extinguished herein, shall be brought within 2 years of the date when the right of action occurs and if not brought is forever extinguished.
17. If, (without prejudice to but notwithstanding the other provisions of these Conditions of Carriage and, in particular, clause 10) the Carrier is deemed liable, by any Court or other competent authority, for any loss of or damage to or delay in delivery of the goods (or any consequential loss arising therefrom) which takes place during the carriage of the goods by sea, then the liability of the Carrier under this Condition shall be limited to the payment by the Carrier by way of damages of a sum not exceeding that which would be payable if the Warsaw Convention were applicable to these Conditions of Carriage or, if more, either to US\$100.00 or its equivalent per consignment, or, in a case where transit insurance is effected, the amount payable thereunder in the event of loss or damage to the goods. Notwithstanding that the Consignor has declared the values of the goods (for whatever reason) to the Carrier, the Consignor/receiver/Consignee hereby agree that the Carrier's liability herein for any loss damage or delay in delivery of the goods shall be limited to US\$100.00 per consignment or, where the Warsaw Convention is applicable, the limitation amounts stated in the provisions therein as if no declaration of value has been made, unless otherwise expressly agreed in writing.
18. Whenever the liability of the Carrier is excluded or limited under these Conditions, such exclusion or limitation shall equally apply to officers, servants, agents or representatives of the Carrier.
19. Where the Consignee or receiver cannot be located or is not at the address provided by the Consignor, the Carrier may return the good to the consignor whereupon the Consignor shall be responsible for all the charges of Carrier for the return carriage.