

## **CITY-LINK EXPRESS (M) SDN BHD**

### **STANDARD CONDITIONS OF CARRIAGE FOR MY CITY-LINK**

1. All and any business undertaken by CITY-LINK EXPRESS (M) SDN BHD [hereinafter referred to as the “Company”] is transacted to the conditions hereinafter set out and shall be deemed to be a condition of any agreement between the Company and its Customer or any person acting on behalf of the Customer [ hereinafter referred to as the ‘Shipper’].
2. The Company shall not be bound by any agreement purporting to vary these conditions unless such agreement shall be in writing and signed on behalf of the Company by an authorized Officer of the Company. All conditions, warranties, descriptions, representations and agreements not set out in these conditions and whether they be expressed or implied by law, custom or other are hereby expressly excluded. No officer, servant, agent or representative is authorized to make any representations, statements, warranties, conditions, and or agreement not expressly set forth in these conditions and the Company is not in any way bound by any of them or to be taken as to form part of the contract with the Company or collateral to the main contract.
3. The Company will NOT ACCEPT the following items for courier: CASH (in any currency, CASH CHEQUES, REDEEMABLE CASH VOUCHERS, NEGOTIABLE INSTRUMENT (share certificates, bonds, etc.) , JEWELLERY/PRECIOUS METALS AND STONES, PERSONAL DOCUMENTS (identity cards, passports, certificates, etc) , WORKS OF ART, FIREARMS/EXPLOSIVES, ALL COMBUSTIBLE/INFLAMMABLE PRODUCTS (e.g. paint, turpentine, spirit, etc) , LIQUOR, TABACCO, PERISHABLE FOODSTUFF, ANY OTHER DANGEROUS OR HAZARDOUS ITEMS, HANDPHONES and any goods or materials that are prohibited by law, rule or regulation of any country.
4. The Company is not a common carrier. The Company reserves the right to refuse the carriage or transportation of any class of goods at its discretion.
5. Whenever the Company undertakes or arranges transport storage or any other services it shall be authorized to entrust the goods or arrangements to third parties on the latter’s contractual conditions. The Shipper shall be bound by such conditions and shall indemnify the Company against any claims arising out of their acceptance.
6. When and to the extent that the Company has contracted as principal for the performance of any services, it undertakes to perform and/or in its own name to procure the performance of those services, and subject to always to the totality of these Conditions accepts liability for loss or damage to goods taken into its charge and the time when the Company is entitled to call upon the Shipper to take delivery of the Goods.
7. The Company shall be deemed to have taken the Shipment [which term shall include all documents or parcels that travel under one waybill or consignment note and which may be

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carried by air, road or any other carrier] into its charge when they have been received by the Company or have been released or handed over by the Shipper to any person acting on behalf of the Company in accordance with any directions of the Company for the performance of the Shipper's instructions.

8. The Shipper entering into transactions of any kind with the Company expressly warrant that neither the transaction nor the carriage of the Shipment is in breach of any statute regulation or other law relating to postal or courier services and that they are either the owners of or the authorized agents of the owners of any goods or property being the subject matter of the transaction and by entering into the transaction they accept these conditions for themselves as well as for all other parties on whose behalf they are acting. Shipper undertakes to indemnify the Company against any damages, costs and expenses resulting from any breach of these warranties.
9. The Shipper and consignees of any Shipment and/or their agents, if any shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to the Company for customs consular and other purposes and they undertake to indemnify the Company against all losses, damages, expenses and fines arising from any inaccuracy or omission even in such inaccuracy or omission is not due to any negligence.
10. The Company shall not be liable under any circumstances for any loss, damage or expense arising from in any connection with marks, weights, numbers, brands, contents, quality or description of any Shipment.
11. For delayed Shipments, the Company's liability shall only be limited up to the sum of the courier charges paid by the Shipper provided that such delay was due to the negligence of the Company, its servants or agents.
12. The Shipper and consignees and/or their agents, if any shall be liable for any duty, tax, impost or outlays of whatsoever nature levied by the authorities of any port or place for or in connection with the goods and for any payments, fines, expenses, loss or damage incurred or sustained by the Company in connection herewith.
13. (a) The Actual Value of a document (which term shall include any item of no commercial value which is transported hereunder) shall be ascertained by reference to its cost of preparation or replacement, reconstruction or reconstitution value at the time and place of shipment whichever is less.  
  
(b) The Actual Value of a parcel (which term shall include any item of commercial value which is transported hereunder) shall be ascertained by reference to its cost of repair or replacement, resale or fair market value at the time and place of shipment, whichever is

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less. In no event shall such value exceed the original cost of the article actually paid by the Shipper plus 10%.

14. Any claims brought against the Company with respect to damaged or delayed consignments shall be made in writing within 48 hours. For lost consignments, notification shall be made within 21 days from the date the documents or goods were due to arrive at their destination, failing which the Company shall not be held responsible for any loss or damage arising howsoever.
15. Shipments which cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee may be sold or returned at the Company's option at any time after the expiration of 21 days from the date a notice in writing is sent to the address which the sender gave to the Company on delivery of goods. All charges and expenses arising in connection with the sale or return of the goods shall be paid by the Shipper. Communication from any agent or correspondence of the Company to the effect that the goods cannot be delivered for any reason shall be conclusive evidence of that fact.
16. The packaging of documents and goods is the Shipper's responsibility. The Company will not be responsible for any loss or damage due to inadequate or inappropriate packaging.
17. The Company will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage. Any person delivering such good to the Company or causing the Company to handle or deal with any such goods shall be liable for all loss or damage caused thereby and shall indemnify the Company against all penalties, claims, damages, costs and expenses arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time. The expression "goods" likely to cause "damage" include goods likely to harbour or encourage vermin or other pests.
18. (a) The Company shall not be liable for or in respect of any loss or damage suffered by the Shipper howsoever caused or arising and without limiting the generality of the foregoing, whether caused or arising by reason or on account of loss or damage to goods, mis-delivery or non-delivery, delay in delivery, concealed damage, deterioration contamination, evaporation, cancellations or delays in scheduled air flights, in customs procedures or any re-mailing or any other means of on-forwarding in or to overseas countries, war, invasion, acts of foreign enemies, hostility (whether war be declared or not), civil war, rebellion, insurrection, military or usurped power, confiscation or under the order of any Government or public or local authority and whether or not the same shall be due or alleged to be due to the negligence or any deliberate misconduct or any wrongful act on the part of the Company, its servants or agents or any other person.

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- (b) The Company shall not under any circumstances be liable for loss or damage resulting from or attributed to any quotations, statement, representation, or information, whether oral or in writing howsoever, whosoever or to whomsoever made or given by or on behalf of the Company or by any servant, employee or agent of the Company as to the classification of or liability for amount scale or rate of customs duty, excise duty or other impost or tax applicable to any goods or property are such that the Company shall commit any breach of any Act Of Parliament regulation or Ordinance or other law made in respect of the same
19. The liability of the Company for any loss or damage to the Shipment howsoever arising and notwithstanding that the cause of the loss be unexplained shall be limited to the lesser of;
- (1) RM100.00 or
  - (2) The amount of loss or damage to a document or parcel actually sustained; or
  - (3) The Actual Value of the document or parcel as determined under Clause 13(a) and (b) hereof, without regard to its commercial utility or special value to the Shipper.
20. The Company shall not be liable, in any event, for any consequential or special damages or other indirect loss, howsoever arising, whether or not the Company had knowledge that such damage might be incurred, including, but not limited to, loss of income profits, interest, utility or loss of market.
21. The defences and limits of liability provided by these Conditions shall apply in any action against the Company whether such action be founded in contract or tort or in any other form.
22. The contract between the Company and the Shipper shall be governed by local law and the parties submit to the exclusive jurisdiction of the local courts competent to deal with disputes arising out of this contract.
23. All goods and documents relating to the goods shall be subject to a particular and general lien and right of detention for monies due either in respect of such goods or any particular or general balance or other monies due from the sender owner or consignee and their agents to the Company, if any money due to the Company is not paid within the terms set out and agreed or within 14 days after the notice has been given to the person from whom the money is due that such goods are being detained and same may be sold by auction or otherwise at the sole discretion of the Company and at the expense of such a person for fees applied or towards satisfaction of such indebtedness. The sender owner or consignee and their agents hereby waives any cross claim payment due.
24. The Company's charges are calculated according to the higher of actual or volumetric weight and the shipment may be re-weighed and re-measured by the company to confirm

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this calculation. For the purposes of ascertaining the volumetric weight of any parcel, the following formula applies: -

$$\text{Length x Width x Height (cm) / 5000 = Volumetric weight (Kgs)}$$

25. The Company's shipment charges do not include insurance cover for Shipments in transit and the Shippers will arrange insure for their Shipment for the intended transit. The insurance policy shall include a waiver of subrogation clause for the benefit of the Company.
26. City-Link shall not provide any Proof of Delivery after 6 months from the date of shipment.

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