

Vanpac International Pte Ltd

Terms & Conditions

In these conditions:

We, our and us refer to Vanpac International Pte Ltd.

You means the customer or the customer's agent/servants.

1. QUOTATION

Our quotation is a fixed price. It does not include insurance, customs duties and any other fees paid/payable to government departments. We may change the quotation if:-

- our costs go up because of changes in the value of foreign currency, taxation or freight charges outside our control;
- the work has not been completed within three (3) months if you have caused the delay;
- extra goods are removed or stored or both to which these conditions will apply;
- we have to collect or deliver above a second floor or to basement of more than two (2) floors below, unless we have agreed to do so in writing;
- we supply extra services at your request;
- there are delays outside our control;
- the stairs, lifts or doorways are inadequate for easy delivery, or the road or approach are unsuitable for our vehicles; UNLESS you told us in writing of these problems before we prepared the quotation.

2. WORK NOT INCLUDED

Unless agreed in writing we will not:-

- take down or put up unit furniture, fittings or fixtures;
- cut off or reconnect appliances and fittings;
- take up or lay fitted floor coverings;
- move loaded deep freezers;
- move items from loft unless properly floored.

3. YOUR RESPONSIBILITIES

3.1 You should:-

- check that nothing that should be moved is left behind and nothing is taken away in error;
- ensure that goods are protected where they are left in unattended premises or where people unconnected with the removal are present;
- obtain at your expense all necessary licences, work permits and other documents to enable the removal to be completed.

3.2 You should NOT submit for carriage, removal, packing, unpacking, or warehousing:-

- any prohibited drugs or other such goods (within Dangerous Drugs Act) (cocaine, morphine, cannabis, opium, heroin, and/or its derivatives, extracts, plants, leaves);
- any dangerous, combustible, hazardous, explosive, corrosive or damaging articles or substance;
- any article or substance for warehousing, likely to attract or encourage vermin or other pests or likely to cause infection or harm due to decay or otherwise.

3.3 The customer hereby indemnifies the Company against all claims made and for any loss or damage that may be suffered by the company or any third party through the presence of any such article or substance in any goods removed or stored for such customer. The Company may, at their discretion, remove, sell, destroy or otherwise dispose of any such article or substance and will except in the case of emergency advise the customer of such action (the Company to decide what constitutes "emergency");

3.4 You should furnish an address to which communications are to be directed and to register his signature with the Company or their appointed agent for mutual protection. The Customer shall during the duration of the Contact notify any changes of such address.

4. VOLUNTARY ADVICE

4.1 The company will use its best endeavors to assist the customer with matters affecting exportation and importation of goods and effects but any advice and information in whatever form it may be given by the Company is provided gratuitously and without liability.

5. METHOD AND ROUTE

- We will be responsible for deciding the means of storage, transport, vessels and agents where applicable.
- We may subcontract some or all of the work to any other organisation and all these conditions shall continue to apply.
- If the carrying vessel should for any reason deliver the goods to a place other than the original destination, you will be responsible for all additional costs of onward transportation, in keeping with accepted shipping practices.

6. LIABILITY ON THE GOODS/EFFECTS

6.1 We will transfer to you the benefit of any rights we may have against other parties involved in the forwarding of the goods.

6.2 Vanpac International Pte Ltd shall not be liable for all or any losses and any expenses arising as a result of the customer's failure to comply with the customer's obligations and responsibilities under this contract or as a result of the customer's negligence.

6.3 Please note that the liability of Vanpac International Pte Ltd shall be limited to the payment by Vanpac International Pte Ltd by way of damages of a sum not exceeding S\$ 0.50 per kg or its equivalent or the value of the consigned goods WHICHEVER IS THE LESSER AMOUNT.

6.4 For the purpose of establishing the amount of Vanpac International Pte Ltd's liability under Clause 6.2 the value of the goods shall be ascertained by reference to their restitution value at the time of place of removal without reference to their commercial utility to the customer and other items of consequential loss.

6.5 Vanpac International Pte Ltd shall be liable subject to Clause 6.3 for the loss sustained by

the customer due to damage to or loss of the goods whilst in Vanpac International Pte Ltd's custody or control, PROVIDED such loss or damage was due to the negligence of Vanpac International Pte Ltd, its servants or agents.

7. INSURANCE

7.1 We recommend that you adequately insure the goods against all insurable risks from the point of collection by us until final delivery at destination.

7.2 Upon receipt of your written instructions and subject to you paying the premium in advance we will arrange insurance on your behalf.

8. DAMAGE TO PREMISES

8.1 Damages to the premises must be noted on the delivery receipt and confirmed in writing within SEVEN (7) DAYS of the damage to us.

8.2 OUR LIABILITY IS LIMITED TO DAMAGES TO THE PREMISES ONLY and the amount of our liability is limited to S\$50.00 or we may arrange to have the damage repaired ourselves.

8.3 If requested, we can arrange insurance on your behalf.

9. PAYMENTS

Payments must be made PRIOR to removal and if made by :-

- cash minimum SEVEN (7) DAYS in advance;
- local Cheque minimum SEVEN (7) DAYS in advance;

UNLESS OTHERWISE AGREED BY US IN WRITING.

10. POSTPONEMENT OR CANCELLATION

If you postpone or cancel, we will charge the following:-

- more than fourteen (14) days before the removal was due to start Nil;
- less than fourteen (14) days before -30% of the Singapore removal charge.
- cancellation after removal but prior to shipment, all our moving charges plus at cost shipping/freight charges already incurred by us.

11. SETTLING DISPUTES

In the event of any dispute arising out of this contract, BOTH parties AGREE that the Singapore Courts shall have sole jurisdiction over such dispute.

12. LIEN

("Lien" means the right to keep possession of someone else's property until a debt is paid).

12.1 A GENERAL LIEN

- We shall have a general lien upon all goods in our possession for all the money you owe us or for liabilities incurred by us and for payments we make on your behalf;
- If part of the goods has been delivered, removed, despatched or sold, the general lien shall apply to any goods that remain in our possession;
- We shall be entitled to charge warehouse rent and all other expenses while we maintain a lien on the goods. All these conditions shall apply to them.

12.2 PARTICULAR LIEN

We shall have a particular lien until money due on those goods is paid and the same conditions as in Clause 12.1.

13. END OF AGREEMENT/ POWER OF SALE

13.1 We may at any time give you thirty (30) days written notice requiring you to remove all goods from our care, custody or control and to pay all debts then due. If you do not remove the goods, we shall have the power to sell or otherwise dispose of all or part of them without further notice.

13.2 We may put the proceeds of the sale towards payment of all debts and liabilities and any expenses incurred by the sale or disposal. Any surplus will be paid to you WITHOUT interest.

14. CORRESPONDENCE

14.1 You may provide us with an address for correspondence and notify us of any changes especially if your goods are to be stored.

14.2 All letters and notices will have been legally served and received within SEVEN (7) DAYS after posting if they have been sent to that address (by airmail if outside Singapore) or if you do not provide an address, by NOTICE in a public newspaper circulating in the area from which you last communicated.

15. STORAGE IN SINGAPORE

(a) If a list of goods or a receipt is given, it will be final unless you write to us within SEVEN (7) DAYS and specify errors and omissions;

(b) A charge will be made for receiving goods into store and for rental, and for handing out to owners own transport.

(c) Storage charges are payable three months in advance. If you remove the goods before the end of a period, we will credit your removal account with any excess payment and refund any balance. All charges including removal charges must be paid before goods may be taken out to store.

(d) We reserve the right to review our charges, and will give 28 days notice of any change which will commence from the beginning of the next three monthly accounting period.

16. TERMINATION OF CONTACT

16.1 If you wish to end this contract, you should give at least FIFTEEN (15) WORKING DAYS notice in writing. If we can release the goods earlier, we will do so. Charges for storage are payable up to the date when the notice would have ended.

16.2 If we wish to end the contract and your payments are up to date, we will give THIRTY (30) DAYS notice.

16.3 Clause 16 applies only when you are not in breach of Clause 3.

17. AUTHORITY

Unless confirmed in writing by the President of the Company, NO agent or person shall have any authority to alter or qualify in any way these terms and conditions.

NOTES FOR GUIDANCE ON INSURANCE

These notes are for guidance only. For exports, full details are shown on the proposal forms which will be supplied on request.

EXPORTS 1. HOUSEHOLD REMOVALS 2. MOTOR VEHICLES

There is a separate proposal form for each of the above two groups. To effect the required cover, you or your appointed agent must complete, sign and return the proposal form (s) to our local office. The proposal form lists the items which are not covered.

Goods should be insured for their full replacement value in the destination country and the premium must be paid before insurance becomes effective.

The insurance covers the goods whilst they are being collected, moved on vehicles or vessel, being stored prior to or following shipment, or being delivered, under the terms of the contract. See note below ON STORAGE.

IMPORTS Any insurance which you arranged with the collection and forwarding agents will normally continue whilst we are receiving and making direct delivery, but please read the following notes on Storage.

STORAGE Most insurances on Exports and Imports provide a stipulated period of storage cover before and following shipment. ON EXPORTS we will arrange necessary extension to storage cover. ON IMPORTS you must arrange extensions as required by notifying the Singapore agents of your insurance company.