

VANPAC INTERNATIONAL PTE LTD

STANDARD TRADING CONDITIONS

All business transacted by Vanpac International Pte Ltd is subject to these Standard Trading Conditions unless otherwise expressly agreed by us in writing.

DEFINITIONS

“We”, “our”, “us” and “Vanpac” mean Vanpac International Pte Ltd.

“You” or “Customer” means the person, company, moving company, relocation company, relocation management company, freight forwarder, agent or other party that engages Vanpac, accepts our quotation or otherwise instructs Vanpac to perform the Services.

“Owner” means the person having legal or beneficial ownership of the Goods.

“Consignee” means the person to whom the Goods are intended to be delivered.

“Appointing Agent” means any moving company, relocation company, freight forwarder, relocation management company or other commercial party that appoints Vanpac to provide origin, destination, customs clearance, storage, delivery or related services.

“Goods” means the household goods, personal effects, motor vehicles or other property in respect of which we provide the Services.

“Services” means the removal, packing, transportation, forwarding, customs clearance, storage, delivery or other services undertaken by Vanpac.

Where Vanpac is appointed by an Appointing Agent, the Appointing Agent shall be the Customer and contracting party unless otherwise expressly agreed by Vanpac in writing.

Operational communication or dealings between Vanpac and an Owner, Consignee, transferee, employee or other recipient of the Services shall not by themselves create a separate contract between Vanpac and that person.

1. QUOTATION

Our quotation is based upon the information available to us when it is prepared.

Unless otherwise stated, it does not include insurance, customs duties, taxes, GST or other fees payable to government authorities, port or terminal charges, inspection charges, demurrage, detention, storage or other third-party charges.

We may amend our quotation or make reasonable additional charges if:

- (a) our costs increase because of changes in foreign currency, taxation, freight, fuel, carrier, port, terminal or other charges outside our control;
- (b) the work has not been completed within three (3) months because of delay caused by you;
- (c) extra Goods are removed, transported, handled or stored;
- (d) additional packing, unpacking, crating, uncrating, disposal or other services are required;
- (e) we supply additional services at your request;
- (f) there are delays, inspections, customs holds, port congestion, vessel or flight changes or other circumstances outside our reasonable control;
- (g) stairs, lifts, doorways, loading areas, roads or approaches are unsuitable or inadequate unless you informed us in writing before we prepared the quotation;
- (h) additional labour, stair carry, long carry, shuttle service, MCST or building requirements or other access arrangements become necessary;
- (i) specialist handling is required for heavy, oversized, fragile or high-value items; or
- (j) other third-party costs are incurred which could not reasonably have been determined when our quotation was prepared.

2. WORK NOT INCLUDED

Unless agreed by us in writing, we will not:

- (a) dismantle or assemble fixtures, fittings or specialist furniture;
- (b) disconnect or reconnect electrical, gas, water, air-conditioning or other appliances or installations;

- (c) remove or install fitted floor coverings;
- (d) move loaded refrigerators or freezers;
- (e) remove Goods from areas which cannot be accessed safely;
- (f) perform building, electrical, plumbing, carpentry or other specialist works; or
- (g) undertake specialist lifting, hoisting or crane work unless separately agreed.

Any additional work requested may be arranged at additional cost.

3. YOUR RESPONSIBILITIES

3.1 You shall:

- (a) ensure that nothing intended for removal is left behind and nothing is removed in error;
- (b) ensure that Goods left in unattended premises are adequately protected;
- (c) obtain at your expense all passports, licences, permits, customs documents and other documents required to complete the Services;
- (d) provide complete and accurate information concerning the Goods;
- (e) advise us before quotation of difficult access, lift restrictions, stairs, long carry, parking or loading restrictions and any building or MCST requirements;
- (f) declare heavy, oversized, unusually fragile, valuable or specialist items before quotation;
- (g) provide us with a current postal address, email address and telephone number and notify us promptly of any changes; and
- (h) comply with applicable customs, immigration, security and other legal requirements.

3.2 You shall NOT submit for carriage, removal, packing, unpacking or storage:

- (a) prohibited drugs or controlled substances;
- (b) dangerous, combustible, explosive, corrosive, toxic, hazardous or damaging articles or substances;
- (c) articles or substances likely to attract vermin or pests or cause infection, contamination or harm through decay or otherwise; or
- (d) any Goods prohibited by applicable law or regulation.

3.3 You indemnify Vanpac against claims, penalties, losses, damages, costs or expenses arising from the presence of prohibited, dangerous, hazardous or undeclared Goods.

Vanpac may, where reasonably necessary or required by law, remove, return, destroy or otherwise dispose of such Goods and, except in an emergency, will endeavour to advise the Customer before doing so.

4. OWNERSHIP AND AUTHORITY

4.1 You warrant that:

- (a) the Goods are your own property; or
- (b) you have full authority from the Owner and any other person having a legal or beneficial interest in the Goods to enter into this Agreement and instruct Vanpac in relation to the Goods.

4.2 Where you act for an Owner or Consignee, you warrant that you have authority to engage Vanpac and to subject the Goods to these Standard Trading Conditions.

4.3 You shall indemnify Vanpac against claims, costs, liabilities or expenses arising from any absence of such ownership or authority.

4.4 Where Vanpac is appointed by an overseas or local moving company, relocation company, freight forwarder, relocation management company or other Appointing Agent, that Appointing Agent shall be Vanpac's Customer and contracting party unless otherwise expressly agreed by Vanpac in writing.

4.5 Vanpac may communicate directly with an Owner or Consignee for customs clearance, documentation, collection, delivery, access, payment or other operational purposes. Such communication or performance of destination or delivery services shall not by itself create a separate contract between Vanpac and the Owner or Consignee.

5. VOLUNTARY ADVICE

Vanpac will use reasonable endeavours to assist the Customer with matters affecting the exportation and importation of Goods.

Any advice or information given without a separate professional engagement is provided in good faith based on information available at the time.

Customs, immigration, carrier and government requirements may change without notice and final responsibility for compliance remains with the Customer.

6. METHOD, ROUTE AND SUBCONTRACTING

6.1 We shall be responsible for deciding the means and method of storage and transportation and the vessels, aircraft, carriers, contractors and agents used where applicable.

6.2 We may subcontract some or all of the Services to another organisation and these Standard Trading Conditions shall continue to apply.

6.3 Transit schedules and delivery dates are estimates unless expressly guaranteed by Vanpac in writing.

6.4 If a carrier changes the route, schedule or place of discharge or delivery for reasons outside Vanpac's reasonable control, the Customer shall be responsible for reasonable additional transportation, storage, handling or related costs thereby incurred.

7. LIABILITY FOR GOODS

7.1 We will, where reasonably practicable, transfer to you the benefit of rights we may have against other parties involved in forwarding, carriage or handling of the Goods.

7.2 Vanpac shall not be liable for losses or expenses arising from the Customer's failure to comply with its obligations under this Agreement or from the negligence, act or omission of the Customer, Owner or Consignee.

7.3 Unless otherwise expressly agreed in writing and subject to applicable law, where the Customer has not taken up full insurance coverage for the Goods, Vanpac's liability for physical loss of or damage to the Goods shall not exceed the lower of: (a) S\$2.00 per kilogram of the gross weight of the Goods lost or damaged; or (b) the actual second-hand value of the Goods lost or damaged immediately prior to the loss or damage.

7.4 For the purpose of establishing actual second-hand value, reasonable regard shall be given to the age, condition, quality, previous use, depreciation and reasonable second-hand market value of the Goods immediately before the loss or damage. The actual second-hand value shall not automatically be determined by the cost of replacing a used item with a new item.

7.5 Customers requiring protection beyond Vanpac's contractual liability limits are strongly advised to take up full insurance coverage before commencement of the Services. Any insured claim shall be subject to the terms, conditions, exclusions and limits of the applicable insurance policy. A declared value or insurance replacement value shall not, by itself, determine Vanpac's contractual liability.

7.6 Vanpac shall not be liable for any sentimental value, emotional value, loss of enjoyment, loss of use, loss of profit, loss of opportunity, indirect loss, special loss or consequential loss, whether arising in contract, tort or otherwise, except to the extent that such liability cannot lawfully be excluded.

7.7 Subject to Clause 7.3 and applicable law, Vanpac shall be liable only for proven physical loss of or damage to the Goods occurring while the Goods are in Vanpac's custody or control and resulting from negligence for which Vanpac is legally responsible. Nothing in these Standard Trading Conditions shall exclude or limit any liability which cannot lawfully be excluded or limited under Singapore law.

8. INSURANCE

8.1 We recommend that Goods are adequately insured against insurable risks from collection until final delivery, including any applicable period of storage.

8.2 Where requested and available, Vanpac may facilitate or arrange insurance subject to the applicable insurer's policy terms, exclusions and requirements and payment of the applicable premium.

8.3 Insurance or replacement value is separate from Vanpac's contractual liability and shall not automatically establish the actual market value of used Goods.

9. DAMAGE TO PREMISES

9.1 Visible damage to premises must be noted on the delivery or work-completion document and confirmed to us in writing within seven (7) days.

9.2 Vanpac shall only be responsible for direct physical damage to premises proven to have resulted from negligence for which Vanpac is legally responsible.

9.3 Vanpac may elect to arrange reasonable repair or rectification itself.

9.4 Any limitation of liability under this Clause shall be subject to applicable Singapore law.

10. PAYMENTS

10.1 Unless otherwise agreed by us in writing, all charges must be paid in full in cleared funds PRIOR to collection, removal, release or delivery.

10.2 Payment shall be made by bank transfer or another payment method approved by Vanpac.

10.3 The Customer is responsible for applicable GST, bank or remittance charges, duties, taxes, third-party disbursements and other costs incurred in connection with the Services unless expressly included in our quotation.

10.4 Where Vanpac is appointed by an Appointing Agent, that Appointing Agent remains responsible for all sums due to Vanpac unless Vanpac expressly agrees otherwise in writing.

10.5 Payment by an Owner or Consignee of particular destination, customs, storage, delivery or other charges shall not:

- (a) create a separate contract between that person and Vanpac;
- (b) discharge the Appointing Agent from other amounts due to Vanpac; or
- (c) constitute a waiver of Vanpac's contractual rights against the Appointing Agent.

10.6 Subject to applicable law and Vanpac's rights under Clause 13, Vanpac may withhold commencement, continuation, release or delivery where amounts lawfully due to Vanpac remain unpaid.

10A. LATE PAYMENT AND RECOVERY

10A.1 All sums remaining unpaid after the due date shall accrue interest at the rate of 1% per month, calculated from the due date until payment is received in full.

10A.2 Vanpac shall be entitled to recover a reasonable administrative and debt collection fee in respect of overdue accounts, in addition to all legal costs and expenses reasonably incurred in recovering the outstanding sums.

10A.3 For so long as any lien exercised under Clause 13 continues, all applicable warehouse rent, storage, handling and related charges shall continue to accrue and shall be payable by the Customer.

10A.4 The Customer shall indemnify Vanpac against all reasonable costs and expenses incurred in connection with the recovery or enforcement of overdue sums, including legal fees, debt collection charges and enforcement expenses.

11. POSTPONEMENT OR CANCELLATION

If you postpone or cancel the Services, we may charge:

- (a) more than fourteen (14) days before the Services were due to commence - NIL;
- (b) less than fourteen (14) days before commencement - up to 30% of the applicable Singapore removal service charge;
- (c) after removal has commenced but before shipment - our charges for Services performed together with freight, carrier, storage and other third-party charges already incurred or committed; and
- (d) after shipment has commenced - all charges reasonably incurred or committed by Vanpac.

Non-refundable third-party charges incurred on your behalf remain payable irrespective of cancellation.

12. SETTLING DISPUTES AND GOVERNING LAW

These Standard Trading Conditions and any Agreement with Vanpac shall be governed by the laws of Singapore.

In the event of a dispute arising out of or in connection with the Agreement, the parties agree that the Courts of Singapore shall have exclusive jurisdiction unless Vanpac expressly agrees otherwise in writing.

13. LIEN

"Lien" means the right to retain possession of property until sums lawfully due have been paid.

13.1 GENERAL LIEN

- (a) Subject to applicable law, Vanpac shall have a general lien upon all Goods in our possession or control for all monies due from the Customer to Vanpac, whether arising from the particular shipment or from any other transaction, Agreement or service between Vanpac and the Customer, and for liabilities incurred or payments made by Vanpac on the Customer's behalf;
- (b) if part of the Goods has been delivered, removed, despatched or otherwise released, the general lien shall continue to apply to Goods remaining in our possession or control; and
- (c) Vanpac shall be entitled to charge warehouse rent, storage and all reasonable expenses while the lien continues.

13.2 PARTICULAR LIEN

Vanpac shall have a particular lien over Goods until all monies due in respect of those Goods have been paid, including charges for carriage, handling, customs clearance, storage, delivery, freight, port charges and related services or disbursements.

13.3 APPOINTING AGENT

Where the Customer is an Appointing Agent, the rights under this Clause shall apply to sums due from that Customer, subject to applicable law and to the extent that the Customer has authority to subject the Goods to these Standard Trading Conditions.

14. END OF AGREEMENT / POWER OF SALE OR DISPOSAL

14.1 Where Goods remain in our care, custody or control and sums due remain unpaid, Vanpac may give the Customer not less than thirty (30) days' written notice requiring payment and removal of the Goods.

14.2 If the Customer fails to comply, Vanpac may, subject to applicable law, sell, dispose of or otherwise deal with all or part of the Goods without further notice.

14.3 Vanpac may apply the proceeds towards:

- (a) debts and liabilities due to Vanpac;
- (b) storage and warehouse charges;
- (c) costs of sale or disposal; and
- (d) other reasonable expenses incurred.

Any net surplus shall be paid without interest to the person legally entitled to it.

15. CORRESPONDENCE AND ELECTRONIC COMMUNICATIONS

15.1 You shall provide us with a current postal address, email address and telephone number and notify us promptly of any changes, particularly while Goods remain in storage.

15.2 Notices and communications may be sent by post or email to the latest address provided to Vanpac.

15.3 Electronic quotations, acceptances, instructions, approvals, acknowledgements and other communications may be relied upon as records of the parties' dealings.

16. STORAGE IN SINGAPORE

16.1 Where an inventory, warehouse list or receipt is provided, it shall be treated as correct unless you notify us in writing of an alleged error or omission within seven (7) days.

16.2 Charges may be made for receiving Goods into storage, warehouse handling, storage rental, access, handling and release.

16.3 Storage charges are payable in advance at the intervals stated in our quotation or invoice.

16.4 All outstanding charges must be paid in full before Goods are released from storage unless otherwise expressly agreed by Vanpac in writing.

16.5 We reserve the right to review storage charges and shall provide reasonable written notice of changes.

17. TERMINATION

17.1 If you wish to terminate an ongoing storage or continuing-service Agreement, you shall give at least fifteen (15) working days' written notice unless otherwise agreed.

17.2 If Vanpac wishes to terminate such an Agreement and your account is fully paid, we shall give thirty (30) days' written notice.

17.3 Nothing in this Clause affects Vanpac's rights where the Customer is in breach of these Conditions or amounts due remain unpaid.

18. THIRD-PARTY RIGHTS

Unless expressly stated otherwise in writing, a person who is not a party to the Agreement between Vanpac and the Customer shall have no right to enforce any term of the Agreement under the Contracts (Rights of Third Parties) Act 2001.

For the avoidance of doubt, an Owner, Consignee, transferee, employee or other person receiving Services arranged by a Customer or Appointing Agent does not become Vanpac's contractual customer merely because Vanpac communicates with that person or performs operational services relating to that person's Goods.

19. AUTHORITY

Unless confirmed in writing by the President of Vanpac International Pte Ltd or another officer expressly authorised by the Company, no employee, agent or other person has authority to alter, waive or qualify these Standard Trading Conditions.

NOTES FOR GUIDANCE ON INSURANCE

These notes are for guidance only. The applicable insurance policy, proposal and insurer's terms shall govern any insurance cover arranged.

EXPORTS

Customers should insure household goods, personal effects and motor vehicles for the appropriate value required under the applicable insurance policy.

Where Vanpac facilitates insurance, the applicable proposal or declaration must be completed and the premium paid before cover becomes effective.

IMPORTS

Insurance arranged with the origin or forwarding agent may continue during destination handling and delivery, subject to the terms of the applicable policy. Customers should confirm this with their insurer or originating agent.

STORAGE

Insurance policies may provide only a limited period of storage cover before or after shipment. The Customer is responsible for ensuring that appropriate extensions are arranged where required.

Insurance value should not be confused with Vanpac's contractual liability or the actual market value of used household and personal effects.