

STANDARD CONDITIONS OF CARRIAGE

IMPORTANT ADVICE TO CUSTOMERS

By the Conditions set out below, Overseas Courier Service (Singapore) Pte. Ltd. (hereinafter referred to as "OCS") and its servants and agents are firstly NOT TO BE LIABLE FOR CERTAIN LOSSES AND DAMAGE and, secondly, if they are to be liable, THE AMOUNT OF LIABILITY is in all circumstances LIMITED TO THE AMOUNT STATED. Customers are therefore advised to seek their own insurance coverage in any area in which liability and fault are not clearly accepted by OCS.

1. OCS shall in these conditions include their respective associate and subsidiary companies and appointed agents in the country of residence of the customer or if the customer is a corporate body or a company, the customer's place of business.
2. Any business undertaken by OCS is carried out subject to the conditions hereinafter set out, each of which shall be deemed to be incorporated in and to be a condition of any agreement whether written, oral or implied between OCS and customer. OCS shall not be bound by any agreement purporting to vary these conditions unless such agreement shall be in writing and signed on behalf of OCS by an authorised officer thereof. In the absence of any such written agreement to the contrary the conditions herein shall constitute the entire agreement between OCS and each of its customer.
3. OCS is not a common carrier and will only carry documents and parcels, subject to the conditions herein which can only be altered by written agreement with OCS. OCS reserves the right to refuse the carriage, or transportation of any documents or goods for any person, firm or company and the carriage or transportation of any class of documents, or goods at its discretion.
4. OCS undertakes, subject to payment in accordance with rates notified to the customer from time to time, to carry the customers' documents between destinations agreed between OCS and individual customers. OCS reserves the right to carry the customers' documents by any route and procedure and by successive carriers and according to its own handling, storage and transportation methods.
5. OCS will notify customers from time to time of any materials which are not accepted by OCS for carriage (and in this regard see Clause 15). Where customers are supplied by OCS with a pouch, it is the customers' responsibility to place all documents for carriage in that pouch which will be collected from the customers' premises or as otherwise agreed by OCS's representative for onward transmission.
6. Any rates quoted by OCS for carriage are exclusive of Value Added Tax, where applicable, but are inclusive of local airport taxes, which taxes constitute the total liability of OCS in connection with taxation, duties, levies, imports, deposits or outlays in respect of carriage of the customers' documents. Quotations are given on the basis of immediate acceptance and are subject to right of withdrawal or revision without notice.
7. The customer is liable for all losses, damages and expenses arising as a result of its failure to comply with its obligations hereunder or as a result of its own negligence. OCS will not be liable for any penalties imposed or loss incurred due to the customers' documents being impounded by customs or similar authorities and the customer hereby agrees to indemnify OCS against any such penalty or loss. OCS accepts no responsibility for incorrect packaging or damage to documents or goods consigned unless such damage can be proven to have arisen through the gross negligence of OCS its servants or agents. It is the sole responsibility of the customer to address adequately each consignment of documents to enable effective delivery to be made. OCS shall not be liable for delay in delivery or forwarding resulting from the customers' failure to comply with its obligation in this respect.
8. OCS reserves the right to inspect the documents consigned by its customers to ensure that all documents or particular items are capable of carriage to the country of destination within the standard operating procedures, customs declaration and handling methods of OCS. In making this reservation OCS does not warrant that any particular item to be carried is capable of carriage without infringing the law of any country or state from, to or through which the item may be carried.
9. OCS will only carry documents which are the property of the customer and the customer warrants that it is authorised to accept and is accepting these conditions not only on behalf of itself but also as agent for and on behalf of all other persons who are or may thereafter become interested in the documents. The customer hereby undertakes to indemnify OCS against any damages, costs and expenses resulting from any breach of this warranty.
10. OCS is only responsible for the customers' documents whilst such documents are within its custody or control and shall be liable subject to Clause 11 hereof for loss sustained by the customer due to damage or loss of the documents whilst under OCS's custody or control provided that such loss or damage was due to the negligence of OCS, its servants or agents. Save as aforesaid OCS shall be under no liability in respect of the documents carried by it and in particular shall not be liable for consequential loss however the same shall arise. The parties agree that consequential loss shall be deemed to include without restriction commercial, financial or other direct loss including loss of interest and utility. Whilst OCS will try to deliver documents in accordance with any agreed schedule OCS will not be liable for any delay or non-performance of any carriage.
11. (a) OCS shall not be liable for or in respect of any loss or damage suffered by the customer 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, destruction of goods as a result of 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 internal 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, nationalism, or under the order of any government or public or local authority.
(b) OCS is not liable for any loss or damage arising out of circumstances beyond OCS's control. These include but are not limited to:- "Acts of God" - e.g. tsunami, earthquake, hurricane, flood, fog; "Force Majeure" - e.g. war, plane crash or embargo; any defect or characteristic related to the nature of the Shipment, even if known to OCS; any act or omission by a person not employed or contracted by OCS e.g. Shipper, Receiver, third party, customs or other government official; industrial action; and electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings.
(c) OCS shall not be liable under any circumstances for any loss, damage or expense arising from or in any way in connection with marks, weights, numbers, brands, contents, quality or description of any goods.
(d) OCS shall not under any circumstances be liable for loss or damage resulting from or attributable to any question, statement, representation or information whether oral or in writing howsoever, wheresoever or to whomsoever made or given by or on behalf of the customer or by any servant, employee or agent of the customer as of 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 whatsoever or as to whether any goods or property are such that the customer shall commit any breach of any Act of Parliament Regulation of Ordinance made in respect of the same.
(e) OCS does not give any advice with respect to the provisions of any Act of Parliament or rules or regulations made thereunder or of any subordinate or autonomic legislation or whatsoever type or kind, or represent or advise that any action by it or on its behalf complies or will comply with such provisions. OCS does not claim that it possesses the standard of competence or is prepared to exercise the diligence generally shown by persons who carry on the business of giving advice of the kind herein before referred to. OCS is not acquainted with the standard or capable of complying with the standard and has no appreciation of the nature and magnitude of the loss which the customer may sustain, if the acts of OCS do not comply with such provisions.
12. Goods or documents 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 by OCS or returned to the customer at the OCS's option at any time after the expiration of 21 days from the date of the notice in writing sent to the address from which OCS collected the goods or documents. All charges and expenses arising in connection with the sale or return of the goods or documents shall be paid by the customer. A communication from any agent or correspondent of OCS to the effect that the goods or documents cannot be delivered for any reason shall be conclusive evidence of that fact.
13. Any claim brought by a customer against OCS, in respect of duties and liabilities hereunder must be notified by the customer to an office of OCS in writing within 18 days from the day when the documents should have reached their destination. No claim may be made against OCS outside this time limit.
14. For the purpose of establishing the amount of OCS's liability under these conditions, the value of the documents or the goods shall be ascertained by reference to their replacement or reconstitution at the time and place of shipment but without reference to their commercial utility to the customer and other items of consequential loss. NOTWITHSTANDING the aforesaid, it is hereby expressly agreed between the parties hereto that the liability of OCS in any event shall NOT EXCEED \$100.00 in local currency or its equivalent per consignment.
15. OCS will not carry (in addition to those items mentioned in Clause 3 hereof) dangerous, hazardous, combustible or explosive materials, gold and silver bullion, coin, dust, cyanides, precipitates, or any form of uncoined gold and silver ore bullion, platinum and other precious metals, precious and semi-precious stones including commercial carbons or industrial diamonds, currency (paper or coin) of any nationality, uncanceled postage or revenue stamps, war savings or thrift stamps, blank or endorsed in blank cashier's cheques, money orders or traveller's cheques, letters, antiques, pictures, livestock or plants and in the event that any customer should consign such items with OCS the customer shall indemnify OCS for all claims, damages and expenses arising in connection therewith and OCS shall have the right to deal with such items as it shall see fit including the right to abandon carriage of the same immediately upon OCS having knowledge that such item infringes these conditions.
16. OCS is not an air transport undertaking within the Warsaw Convention 1929 and subsequent air carriage treaties and legislation. OCS only acts as agents for its customers when consigning documents with a particular airline for onward carriage, and without prejudice to its general right of subrogation hereunder OCS shall have the right to recover compensation from any airline for loss, damage or expense with OCS shall either incur itself or which loss, damage or expense shall have accrued to a customer hereunder.
17. All Agreements between OCS and its customers shall be governed by local Law and within the exclusive jurisdiction of the local Courts.