

TERMS AND CONDITIONS

1. Definitions and Interpretation

In these terms and conditions, “**Company**” shall mean the UBTS Heavy Equipments Pte Ltd; “**Customer**” shall mean any person at whose request or on whose behalf the Company provides the services stated in this Quotation. Unless the context otherwise requires, all other defined terms shall have the meaning ascribed to them in the SLA STCs (as defined below).

2. Singapore Logistics Association (“SLA”) Standard Trading Conditions (“STCs”)

The SLA STCs shall apply insofar as applicable. The terms and conditions of this Quotation shall apply in addition to and in the event of a direct conflict, shall prevail over the SLA STCs. Any other service (e.g. Mobile Crane, Trailers, Prime Movers, etc.) requested that is not listed in the Schedule shall be chargeable in accordance with the Company standard rates and the in the absence of any relevant terms and conditions, the SLA STCs shall apply.

3. Quotation

This Quotation shall be valid for a period of **one (1) month** from the date hereof. In the event that no new quotation is issued, the Customer may continue to request the Company’s services upon the rates, terms and conditions stated herein. The Company reserves the right to issue a new quotation which may contain amended, varied or modified rates, terms and conditions after the end of the validity of this Quotation. The Company shall be, after acceptance, at liberty to revise quotations or charges with or without notice in the event of changes outside the Company’s control including but not limited to charges in currency exchange rates, rates of freight, insurance premiums or any changes applicable.

4. Performance of Service

All services requested and agreed to shall require a written job instruction (whether by purchase order (PO), work order (WO), WhatsApp, Email or such other like means) from the Customer which shall serve as proof or as a purchase order, failing which the Company shall not be liable or responsible to the Customer. The Customer and the Customer’s intended recipient shall both be required to sign the Company pick-up and delivery form.

5. Payment Terms

- 5.1. All rates in this Quotation are in the Singapore Currency and subject to the prevailing GST.
- 5.2. **Terms of Payment for the Services & Disbursements – Within 30 days from the date of the Company invoice.**
- 5.3. **Terms of Payment for Permit GST – Within 5 business day from the date of the Company invoice.**
- 5.4. An additional administrative fee of 1% shall be chargeable on all payments for all disbursements.
- 5.5. The Company reserves the right to refuse to perform any services requested in the event that any payment due to the Company remains outstanding.

6. Interest

On all amounts overdue to the Company, the Customer shall pay to the Company interest, calculated from the date such amounts are overdue until payment thereof, at the rate of **1%** per month.

7. **Cancellation Fee**

- 7.1. More than 3 Hours prior to scheduled service – No cancellation fee.
- 7.2. Between 1 hour to 3 Hours prior to scheduled service – 80% of rate chargeable.
- 7.3. Less than 1 hour prior to scheduled service – 100% of rate chargeable.

8. **General Liability**

- 8.1. The Company shall not be liable for any loss or damage whatsoever arising from (i) the act or omission of the Customer or Owner or any person acting on their behalf; (ii) compliance with the instructions given to the Company by the Customer, Owner or any other person entitled to give them; (iii) insufficiency of the preparation, packing, storage, labelling or marking of the Goods except where such service has been provided by the Company; (iv) handling, loading, stowage or unloading of the Goods by the Customer or Owner or any person acting on their behalf; (v) inherent vice of the Goods; (vi) riots, civil commotion, strikes, lockouts, stoppage or restraint of labour from whatsoever cause; or (vii) any cause or event which the Company could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.
- 8.2. The Company shall not in any circumstances whatsoever and howsoever arising, including without limitation any negligence on the part of the Company, its servants and/or agents be liable for loss or damage howsoever caused to property other than the Goods themselves, indirect or consequential loss or damage, loss of profits, loss of market or the consequences of any delay or deviation.

9. **Limitation of Liability**

- 9.1. Except as provided under these terms and conditions, the Company shall not be liable and/or responsible to the Customer in any way whatsoever, including (a) where the breach on the Company part arises or is alleged to arise in contract, tort, bailment, negligence, breach of statutory duty or otherwise; and (b) where the loss, damage cost or expense incurred by the Customer or any third party is of an indirect or consequential nature including but not limited to (i) loss or deferment of use, profit and/or revenue; (ii) loss of goodwill; (iii) loss of business; or (iv) loss or deferment of production or increased costs of production.
- 9.2. Where the loss, damage, cost or expense suffered or incurred by the Customer directly flows from the Company's breach without any intervening cause and independently of special circumstances, the Company liability: (a) in respect of all claims subject shall not exceed the least of (i) **the value of the goods**; (ii) **S\$5.00 per gross kilogram** of the said Goods; and shall not exceed **S\$100,000.00** in any event whatsoever in respect of any one claim; and (b) in respect of claims for delay where not excluded by the provisions of these Conditions, the amount of the Company's charges for the services in respect of the Goods delayed.
- 9.3. The Customer shall indemnify and hold harmless the Company, its officers, directors, employees and agents from and against all liability, damage, loss, expense.

10. **General Indemnities**

Other than for the compensation provided in the SLA STCs and/or under these terms and conditions, the Customer hereby undertakes that no claim shall be made against the Company, its officers, directors, and employees or seek to impose upon them any liability in connection with any Services undertaken by the Company and to indemnify and hold the Company, its officers, directors and employees harmless, from any and all liability, damages, losses, expenses, claims or suits brought by the Customer, any third party, or any Authority in relation to the Goods (including solicitors' fees and expenses) arising out of or in connection with (i) insufficient or improper packing and addressing; (ii) insufficient provision of information on the Customer's items; (iii) insufficient transportation instructions; (iv) any unforeseen circumstances

beyond the Company's control (v) any other act, omission, negligence or default of the Customer, its officers, directors, shareholders, employees, agent or invitees.

11. **Insurance**

Notwithstanding any insurance that the Company may have taken up, the Customer shall be responsible for any insurance over the goods and/or products the Customer has requested the Company to transport and the Company shall not be liable to the Customer in respect of any insurance coverage. This Quotation does not include marine and transit insurance coverage on the cargo. In the event that the Customer requires the Company's assistance in obtaining insurance coverage on the Customer behalf, please indicate the same below. Any insurance obtained on the Customer behalf shall be at the Company sole discretion as to such coverage and the Customer agree that the Company shall not be liable or responsible for any excess or amount not covered by such insurance.

12. **Governing Law.**

The governing law shall be Singapore law.

13. **Mediation**

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall first be referred to mediation in Singapore, in accordance with the Law Society Mediation Rules for the time being in force. The Parties agree to attend to any such mediation in good faith and shall attempt to resolve any issue with mediation. In the event that, and only if the Parties best efforts have been given to mediate, the Parties are unable to come to settlement within thirty (30) days from the date of the first mediation meeting, the Parties shall be entitled to then refer the matter to the Singapore courts.

Special Instructions / Other Remarks:

Acceptance

In requesting the Company services, whether verbally, in writing or via informal messaging services (e.g. WhatsApp, Telegram, Line, WeChat, etc.) under the Schedule herein to be performed, the Customer hereby agree and accept this Quotation, all the terms and conditions applicable herein and any applicable SLA Standard Trading Conditions.

We request, for formality and for records purposes, that the Customer confirm the Customer acceptance below and return to the Company the same.

Thank the Customer and the Company look forward to establishing a closer relationship with the Customer and assure the Customer the Company **Best Service Always**.

Yours faithfully,
UBTS Heavy Equipments Private Limited



Steven Yen
Heavy Equipment Manager
DID: 6229 8392

Confirmation & Acceptance

*Authorized Signature / Company Stamp
/ Company Representative*

The Company is a member of the SLA (Singapore Logistics Association) and SCCB (Singapore Commercial Credit Bureau).

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