

AFAM STANDARD TRADING CONDITIONS

All transactions between member of AIRFREIGHT FORWARDERS ASSOCIATION OF MALAYSIA (2019) (“the Company”) and the person/s or body corporate (“the Customer”) who utilize/s the services provided by the Company which encompass air freight, sea freight, road transport or other multimodal transport services including all other services defined under total/integrated logistics services, are subject to the trading conditions set out herein.

1.
 - i) All and any business undertaken, including any advice, information, or service provided whether gratuitously or not is transacted subject to the Conditions hereinafter set out and each Condition shall be deemed to be incorporated in and to be a Condition of any agreement between the Company and the Customer. No person on behalf of the Company is authorised to alter or vary these conditions other than an authorised Director of the Company.
 - ii) If any legislation is compulsorily applicable to any business undertaken, these Conditions shall as regards such business be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be void to that extent but no further.
 - iii) The Customer is deemed to be aware that its relations with the contracting carriers are subject to recognised international conventions and legislations applicable thereof and that the Company is not a common carrier, and it only deals with the goods subject to these conditions.
2.
 - i) The Customer entering transactions of any kind with the Company expressly warrants that it is either the owner or the authorised agent of the owner of any goods to which the transaction relates and further warrants that it is authorised to accept and is accepting these Conditions not only for itself but also as agent for and on behalf of all other persons who are or may thereafter become interested in the goods.
 - ii) Every servant, agent and sub-contractor of the Company shall have the benefit of all provisions herein. The Customer undertakes that no claim will be made against the servant, agent or sub-contractor of the Company and shall indemnify the Company should such claim be made.
3. Any Instructions or business accepted by the Company may in the absolute discretion of the Company be fulfilled by the Company itself or by its own servants performing part of all of the relevant services or by the Company employing or instructing or entrusting the goods to others on such conditions as such others may be stipulated to perform part of all of the services, but entirely without prejudice to the rights powers or immunities which the Company enjoys under these conditions.
4. Subject to express instructions in writing given by the Customer the Company reserves to itself absolute discretion as to the means route and procedure to be followed in the handling storage and transportation of goods. Further if in the opinion of the Company it is at any stage necessary or desirable in the Customer’s interests to depart from those instructions the Company shall be at liberty to do so. The goods may be so conveyed, or their conveyance so arranged for separately if and when the Company in their discretion think fit as part of a larger package or consignment.
5. Pending forwarding or delivery, goods may be warehoused or otherwise held at any place or places at the sole discretion of the Company and the cost thereof shall be for the account of the Customer.
6. Except where the Company is instructed in writing to pack the goods the Customer warrants that all goods have been properly and sufficiently packed and/or prepared.
7. The Company is entitled to retain and be paid all brokerages, commissions allowance other remunerations and may at any time require prepayment of or on account of their expenses.
8.
 - i) Quotations are given on the basis of immediate acceptance and are subject to withdrawals or revisions. Further unless otherwise agreed in writing the Company shall be after acceptance at liberty to revise quotations or charges with or without notice in the event of changes occurring in currency exchange rates, rates of freight insurance premiums or any charges applicable to the goods.

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- ii) If the goods be stopped in transit refused or delivery is not taken the cost of any additional carriage, cartage, storage and or any other consequential service will be charged to and forthwith payable by the Customer.
- iii) Unless a special agreement is made as to the rate of carriage the Company shall have the option of charging by value or weight or measurement.
9. i) The Customer 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, airlines Consular and other purposes and all declaration by the agent on any documentation is deemed to be on the instruction of and have been approved by the Customer prior to clearance or departure of every shipment. The Customer undertakes to indemnify the Company against all losses, damages, expenses, and fines whatsoever arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence.
- ii) The Company may at any time require proof of the nature condition quantity weight or value of goods notwithstanding prior declaration by the Customer.
10. The Customer shall be liable to any duties, taxes, deposits or outlays of any kind levied by the authorities at any port or place for on in connection with the goods and for any payments, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith.
11. When goods are accepted or dealt with upon instructions to collect freight, duties charges or other expenses from the consignee or any other person, the Customer shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.
12. The Customer shall insure / maintain a valid insurance cover for the goods from the original point of pick up to the final point of delivery at its cost and shall waive/cause to waive the right of subrogation against the Company. No insurance will be affected except upon express instructions given in writing by the Customer. All insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance Company or underwriters taking the risk and the Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its Customer.
13. The Company shall not be liable to the Customer for any loss damage or delay due to Force Majeure including but not limited to Acts of God, hijack, strikes, lockouts, riots, civil commotion, acts of war, general chaos, inclement weather, landslides/slips, earthquakes, pandemic or any other circumstances of whatsoever nature beyond the control of the Company.
14. i) The Company shall only be responsible for any loss of or damage to goods or for any nondelivery or misdelivery if it is proved that the loss damage non-delivery or misdelivery occurred whilst the goods were in the actual custody of the Company and under its actual control and that such loss, damage, nondelivery or misdelivery was due to the willful neglect or default of the Company or its own servants. The Company's liability begins from the time of receipt of the goods in the contracted condition and state and terminates at the time of delivery to other carriers or the consignees.
- ii) Further and without prejudice to the generality of the preceding sub-condition i) or otherwise, the Company shall not be under any liability whatsoever for any consequential loss, arising out of loss or damage to goods. howsoever caused.
15. In the event the Company is proven to be liable for any loss or damage including any financial loss arising from error or omission suffered by the Customer, the liability shall be based on principle of indemnity and limited to RM2,800 per shipping package or RM5.00 per gross kilogram weight on the goods lost or damaged whichever is the less, subject to a maximum of RM100,000 in any one conveyance.

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16. In any event the Company shall be discharged from all liability unless:
 - a) for damage, loss or misdelivery (however caused), the notice of claim be received in writing by the Company within fourteen (14) days of the date of delivery or the date ought to have been delivered.
 - b) legal suit is brought in the proper forum and written notice is received by the Company within 9 months from the date specified in (a) above.
 - c) in any instant stipulated under (a) or (b) provided all freight and other charges related to the goods have been fully settled by the Customer to the Company.
17.
 - a) The Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery, unless expressly instructed in delivery by the Customer in writing.
 - b) Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, the goods will be forwarded at the Customer's risk and no declaration of value (where optional) will be made, unless express instructions in writing to the contrary have previously been given by the Customer.
18. Perishable goods which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to the Customer and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery of the goods provided always that the Company shall not be liable in the event the goods are not sold or saleable.
19. The Company shall be entitled to sell or dispose of any non-perishable goods or general cargo which in the opinion of the Company cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the Consignee or any other reason including goods held in lien for non-payment upon giving 21 days' notice in writing to the Customer. All charges and expenses arising in connection with the storage, sale, or disposal of the goods shall be paid by the Customer.
20.
 - i) Except under special arrangement previously made in writing the Company will not accept or deal with any noxious, dangerous, hazardous, or inflammable or explosive goods or any goods likely to cause damage. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing, the Customer shall be liable for all loss or damage whatsoever caused by or to or in connection with the goods however arising and shall indemnify the Company against any penalties, claims, damages, costs and expenses whatsoever 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 if such goods are accepted under arrangements previously made in writing they may nevertheless be so destroyed or otherwise dealt with to avoid risk to other goods property, life or health. The expression goods likely to cause damage includes goods likely to harbour or encourage vermin or other pests.
 - ii) Dangerous goods accepted by the Company must be accompanied by full declaration of their nature and contents and properly and securely packed for the transit. The Company gives no guarantee that any carriage owner will accept or deliver such goods.
 - iii) The Company shall not be liable for any act of abandoning unloading, destroying, or otherwise dealing with the goods in the opinion of the Company is necessary or advisable for the safety or security of any person or property.
21. Except under special arrangements previously made in writing the Company will not accept or deal with currencies, coins, precious stones, jewelry valuables, antiques, pictures, livestock, or plants. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with the goods the Company shall be under no liability whatsoever for or in connection with the goods however damaged or lost.

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22. All sums shall be paid to the Company in cash (by direct bank transfer or depositing into Company's bank account) or as determined by the company be it under Account Payee cheque or any other mode, immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off.
23. All goods (and documents relating to goods) shall be subject to a particular and general lien and right of detention for monies due either in respect of such goods or for any particular or general balance or other monies due from the Customer or the sender, consignee, or owner to the Company. If any monies due to the Company are not paid within one calendar month after notice has been given to the person from whom the monies are due that such goods are being detained, they may be sold, disposed of or otherwise at the sole discretion of the Company and at the expense of the Customer, and the net proceeds if any shall be applied in or towards satisfaction of such indebtedness.
24. In addition to and without prejudice to the foregoing Conditions the Customer undertakes that he shall in any event indemnify the Company against all liabilities whatsoever suffered or incurred by the Company arising directly or indirectly from or in connection with the Customer's instructions and/or the implementation of the same.
25. Where liability arises in respect of claims of a general average and/or salvage nature, the Customer shall be fully be liable and shall indemnify the Company and, in such event, the Customer shall promptly provide security to the Company or to any other party designated by the Company in a form acceptable to the Company.
26.
 - i) In the event that any shipment are subjected to direct release without examination by the customs and/or only shipment cartons only opened at the consignee's or designated premises, the Company shall not be liable for any loss or damage discovered therein.
 - ii) All goods received and acknowledged by the Customer are deemed to have been received in good order and condition unless stated otherwise with particulars of discrepancy. The Company shall not be liable for any loss or damage discovered subsequently in the instant of the Customer's failure to check the contents of the goods on taking delivery.
27. It is hereby agreed by the Customer that any discrepancy on any invoices shall be notified in writing to the Company within seven (7) days from the date of the invoices, failing which all such invoices shall be deemed as correct and payable and no further query or report of discrepancy after the expiry of the above stated period shall be entertained
28. Any notice required to be sent including for any legal proceedings shall be by way of Prepaid Registered Post or any other mode agreed in writing between both parties
29. The appointment of the company or the agreement between the company and the customer shall only be terminated by either party giving to the other thirty (30) days written notice of its intention to terminate
30. All agreements between the Company and the Customer shall be governed by the Laws of Malaysia. and the Company may at its discretion commence any action in any courts within the jurisdiction of the Malaysian Courts or in any other country, as it deems fit and in such event any cost incurred by the Company shall be borne by the Customer on full indemnity basis.