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LIMAJARI CARGO (PT. LIMAJARI INTERBHUANA)

STANDARD TRADING CONDITIONS OF LIMAJARI CARGO

STANDARD TRADING CONDITONS (STC) OF PT. LIMAJARI INTERBHUANA

January 2020

TCSHP-EN



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CHAPTER 1: GLOSSARY

The Chapter I (Definitions) and its content is provided for guidance of The Terms.

- a. **“Authority”** is a competent authority or person exercising administrative and act on its power and the executive power in the national territory, states, cities, ports, or airports.
- b. **“The Company”** means PT. LIMAJARI INTERBHUANA (also knowns as Limajari Cargo).
- c. **“Consignee”** means the consignee of the Goods, which is the entity financially responsible for the receipt of a shipment. It includes any other person who is, or may become, interested in the Goods, and anyone acting on their behalf.
- d. **“Container”** is a container freight (including but not limited to containers, tanks flexion, trailers, tank transporters, pedestal base (flat), pallets or tools used to merge and/or consolidate Goods) having a special identification unit and marking and which can be transported.
- e. **“Customer”** is any person who asks on its own behalf or on behalf of a company to The Company to conduct commerce, or provide advice/information/services, or to use storage space/units (or any other storage product or service such as, but not limited to, parking, bulk, lockers, etc.).
- f. **“Dangerous Goods”** means articles which are or may be dangerous because they are flammable, or which may contain radioactive substances, or which can self-destruct easily, or which have dangerous packaging, or which contain pests or pesticides, or which have features that legally or administratively impede the transport of other Goods, for unloading or that may cause obstruction; and which can pollute a place or wear it out.
- g. **“Goods”** means the cargo relating to the provision of services provided by The Company, included Container, packaging or pallets supplied by or on behalf of the Customer.
- h. **“Hague Visby Rules”** is the International Convention for the unification of the rules relating to Bills of Lading signed in Brussels on August 25, 1924, as amended by the Protocol made in Brussels on February 23, 1968.
- i. **“Instruction”** is a statement of the Customer's specific request.
- j. **“Services”** means any business undertaken or any advice, information or services provided by The Company.
- k. **“The Terms”** means the entire undertakings, terms, conditions, and articles embodied herein.
- l. **“Warsaw Convention”** is an international convention on unification of rules relating to international carriage by air, signed at Warsaw October 12, 1929, and amended by the Hague Protocol 1955 and the Montreal Protocol in 1995



CHAPTER 2: APPLICABILITY

SECTION I: SHIPPING AND ASSOCIATED SERVICES

TITLE I. Authorization to Act

Article 1. Authorization to act for The Company

The Company is authorized to agree the usual business terms and conditions of third parties. In the relationship between a principal forwarder and in intermediate forwarder, the business terms and conditions of the intermediary forwarder are deemed to be The Company's terms.

TITLE II. General Responsibilities of The Company

Article 2. Duties of the Company

The Company shall perform its duties with a reasonable degree of care, diligence, skill, and judgment.

- (A) Subject to the Article 29 below hereof, The Company shall carry out its services within a reasonable time.
- (B) Subject to The Terms, and at the discretion of The Company, The Company shall take all reasonable steps to perform any of the Customer's Instructions accepted by The Company.
- (C) If at any stage of any transaction, The Company reasonably considers that there is good reason in the Customer's interests to depart from any of the Customer's Instructions, The Company shall be permitted to do so and shall not incur any additional liability in consequence of doing so.
- (D) When using its discretion as permitted in The Terms, The Company shall do so with due regard to the interests of the Customer.

Article 3. Impossible Instructions

If, after a contract has been agreed, events or circumstances come to the attention of The Company which, in the opinion of The Company, make it, wholly or in part, impossible for The Company to fulfil its duties, The Company shall take reasonable steps to inform the Customer of such events or circumstances, and seek further Instructions.



TITLE III. Obligations of the Customer's Undertaking

Article 4. Competence of the Customer and information from The Company

- (A) The Customer shall be deemed to be competent and to have reasonable knowledge of matters effecting the conduct of his business, including terms of sale and purchase and all other matters related to it.
- (B) The Customer shall give sufficient and executable Instructions, and The Company shall, within the limits of its duty of care and diligence, inform the Customer if it considers that the Customer's Instructions are insufficient or unable to be executed.
- (C) The Customer must give Instructions to the representative of the Company defined as its Customer Service agent or to a representative of the Company in a managerial position and only to these two types of persons, preferably in writing. Any instructions given to any other person will not be considered part of the instructions unless confirmed by writing, and as confirmed in writing, by the type of person described in this article.

Article 5. Authorisation to act for the Customer.

The Customer warrants that he is either the Consignee or the authorized agent of the Consignee and also that he is accepting The Terms not only for himself but also his agent for and on behalf of the Consignee.

Article 6. The roles of the Consignee

The Consignee, in authorizing the Customer to enter into contract with The Company and/or in accepting any document issued by The Company in connection with such contract, accepts The Terms for themselves and their agents and for any parties on whose behalf they, or their agents, may act in particular, but without prejudice to the generality of this article. The Consignee accepts that The Company shall have the right to enforce against them jointly and severally any liability of the Customers under The Terms or to recover from them any sums to paid.

Article 7. The responsibility of the Customer for his Instruction.

- (A) The Customer shall indemnify The Company against all liability for loss, damage, cost, and expenses whatsoever arising out of The Company acting in accordance with the Customer's Instructions or arising from any breach by the Customer of any warranty contained in The Terms or from the negligence of the Customer.
- (B) Without derogation from the Article 7, sub-article (A) above, the Customer shall indemnify The Company against any liability assumed or incurred by The Company when by reason of carrying out the Customer's Instructions The Company has reasonably become liable or may become liable to any other party.



Article 8. The obligations of the Customer

Except to the extent caused by any negligence on the part of The Company, the Customer shall be liable for and shall indemnify The Company in respect of all duties, taxes, imposts, levies, deposits, and outlays of whatsoever nature levied by any Authority in relation to the Goods and for all payments fines, costs, expenses, loss, or damage whatsoever incurred or sustained by The Company in connection therewith.

Article 9. Claims from the Customer

- (A)** The Customer undertakes that no claim shall be made against any Director, Manager, employee, or servant which imposes or attempts to impose upon them any liability in connection with any services which are subject of The Terms and, if any such claim should nevertheless be made, to indemnify The Company against all consequences thereof.
- (B)** The Customer shall save harmless and keep The Company indemnified from and against all claims, costs and demands whatsoever and by whomsoever made or preferred in excess of the liability of The Company under The Terms and without prejudice to the generality of this article this indemnity shall cover all claims costs and demands arising from or in connection with the negligence or breach of duty of The Company, its servant's subcontractors, or agent.
- (C)** In this article "subcontractors" includes direct and indirect subcontractors and their respective servant and agents. "Agents" includes sub-agents and their respective servants or agents.

Article 10. Information from the Customer

The Customer warrants that the descriptions and particulars of any Goods furnished by or on behalf of the Customer are full and accurate.

- (A)** The Customers shall warn The Company if any Goods which are the subject of any transaction to which these conditions apply are liable to taint or effect other Goods; and the Customers shall indemnify The Company against any liability, loss, damage, costs, or expenses incurred by The Company as a consequence of the Customers failure to do so or his failure to do so in good time.
- (B)** Except where The Company has accepted Instructions in respect of the preparation, packing stowage, labelling, or marking of the Goods, the Customers warrants that all the Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation of packing, stowage, labelling, and marking are appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods.
- (C)** When the Goods are transported in Containers, trailers, flats, tippers, wagons, tanks, igloos, or other transport units specially built for the transport of Goods by land, sea, or air transport (each type referred to as the "transport unit"), they will be safe if the Company accepts Instructions as principal to load the transport unit, the Customer guaranteeing:
 - (i)** that the transport unit has been properly and completely loaded,



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- (ii) that the Goods are suitable for carriage in or on the transport unit, and
- (iii) that the transport unit is in a suitable condition to carry the Goods loaded therein (save to such extent as The Company has approved the suitability of the transport unit).

Article 11. Claim of general average nature

The Customer shall indemnify The Company in respect of any claim of general average nature that may arise and will provide the guarantee (security) requested by the Company in connection with it.

Article 12. Claim in Writing

The Customer agrees to make any claim against The Company in writing and without delay; in the event of delay in presentation of a claim causing prejudice to the Customer or to The Company, The Company shall be relieved of all and any liability in respect of such claim.

TITLE IV. The Company Roles

Article 13. Roles of The Company

- (A) Subject to the Article 21 and the Article 23 below, in the absence of specific agreement between the Customer and The Company, The Company shall be entitled to procure the carriage, storage, packing or handling of the Goods as an Agent subject to The Terms, or to provide any or all of its services as a principal contractor.
- (B) The offer and acceptance of a fixed price for the accomplishment of any task shall not itself determine whether such task is to be arranged by The Company acting as Agent, or to be provided by The Company acting as principal.
- (C) When acting as an Agent, The Company does not make or purport to make any contract with the Customer for the carriage storage, packing, or handling of any Goods nor for any other physical service in relation to them and act solely on behalf of the Customers in securing services by establishing contracts with third parties so that the direct contractual relationships are established between the Customers and such third parties.
- (D) The Company shall, on demand by the Customer, provide evidence of any contract entered into as Agent for the Customer. Insofar as The Company may be in default of this obligation, it shall be deemed to have contract with the Customer as principal for the performance of the Customer's Instructions.



TITLE V. General Conditions of The Company for Shipping and Associated Services

Article 14. Liability in time.

The Company shall be discharged of all liability whatsoever howsoever arising in respect of any service provided for the Customer or which The Company has undertaken to provide, unless suit be brought, and written notice thereof given to The Company within 3 (three) months from the date of the Goods delivery or the date the Goods should have been delivered to the Customer.

Article 15. Responsibility for departure and arrival date of the Goods.

Except under special arrangements previously made in writing, The Company accepts no responsibility for departure and arrival dates of the Goods.

Article 16. Responsibility for estimating the volume of the goods

Any indication of the volume of the goods, whether under the supervision of The Company or not, whether packaged or not, transmitted by The Company to any stakeholder, customer, consignee or representative thereof, is made for information only and does not in any way engage, neither in terms of liability nor in terms of consequences whatsoever, The Company to any kind of obligation.

Article 17. Goods storage or disposal by The Company.

(A) If delivery of the Goods or any part thereof is not taken by the Customer or Consignee, at the time and place when and where The Company is entitled to call upon such person to take delivery thereof, The Company shall be entitled to store the Goods or any part thereof at the sole risk of the Customer, whereupon the liability of The Company in respect of the Goods or that part thereof stored as aforesaid shall wholly cease and the cost of such storage if paid for or payable by The Company or any Agent or subcontractor of The Company shall forthwith, upon demand, be paid by the Customer to The Company.

(B) The Company shall be entitled, at the expense of the Customer, to dispose of (by sale or otherwise as may be reasonable in all the circumstances):

- a.** on 21 days' notice in writing to the Customer, or when the Customer cannot be traced and reasonable effort have been made to contact any parties who may reasonably be supposed by The Company to have any interest in the Goods, any Goods which have been held by The Company for 90 days and which cannot be delivered as instructed, and
- b.** without prior notice, the Goods which have perished, deteriorated, or altered, are immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to third parties, or to contravene any applicable laws or regulations.

(C) The Company shall give appropriate credit to the Customer for any balance arising out of the proceeds of sale of the Goods after deduction of The Company's cost of sale.



Article 18. Goods handled separately

Except insofar as may be required to comply with the Customer's Instructions as regards documentation, or except under special arrangements previously made in writing, The Company shall not be obliged to arrange for the Goods to be carried, store or handled separately from other Goods.

Article 19. Insurance

- (A) No insurance will be effected except upon express Instructions given in writing by the Customer and all insurance effected by The Company are subject to the usual exceptions and conditions of the policies of the insurance company or underwrites taking the risk. Unless otherwise agreed in writing The Company shall not be under any obligation to affect a separate insurance on each consignment but may declare it on any open or general policy held by The Company.
- (B) Insofar as The Company arrange insurance, The Company act solely as Agent for the Customer using its best endeavours to arrange such insurance and does so subject to the limits of liability contained in the Article 28 below hereof.

Article 20. Declaration from The Company

Except in accordance with express Instructions in writing previously received and accepted by The Company The Company shall not be obliged to make any declaration for the purpose of any statute, convention, or contract as to the nature or value of any Goods or as to any special interests in delivery.

Article 21. Arrangement related to the delivery or release of the Goods

- (A) Except under special arrangement previously made in writing or under The Terms of printed document signed by The Company, any Instructions relating to the delivery or release of the Goods in specified circumstances only, such as (but without prejudice to the generality of this article) against payment or against surrender of a particular document, are accepted by The Company only as Agents for the Customer where third parties are engaged to effect compliance with the Instructions.
- (B) The Company shall not be under any liability in respect of such arrangements as referred to in the Article 21, sub-article (A) above, above, except if such arrangements are made in writing.
- (C) In any event, The Company's liability in respect of the performance or arranging the performance of such Instructions shall not exceed those provided in The Terms in respect of loss of or damage to Goods.

Article 22. Liability's advice from The Company

Advice and information, in whatever form it may be given, is provided by The Company for the Customer only, and the Customer shall indemnify The Company against any liability, claims, loss, damage, cost, or expenses arising out of any other person relying upon such advice or information. Except under



special arrangements previously made in writing, advice and information which is not related to specific Instructions accepted by The Company, is provided gratuitously and without liability.

Article 23. Defenses and limits of liability provided for in The Terms

The defenses and limits of liability provided for in The Terms, shall apply in any action against The Company whatsoever, howsoever arising, whether the action be founded in contract tort or otherwise.

Article 24. Dangerous Goods

Except Instructions previously received in writing and accepted by The Company, The Company will not accept or deal with Goods of a dangerous or damaging nature, nor with Goods likely to harbour or encourage vermin or other pests. If such Goods are accepted pursuant to special arrangement and then, in the opinion of The Company, constitute a risk to other Goods, property, life or health, The Company shall, if reasonably practicable, contact the Customer but reserves the right, at the expense of the Customer, to remove or deal otherwise with the Goods.

Article 25. Customer's liability for Dangerous Goods

Should any Customer, otherwise than under special arrangements previously made in writing as set out in the Article 24 above, deliver to The Company or cause The Company to deal with or handle Goods of a dangerous or damaging nature or Goods likely to harbour or encourage vermin or other pests, the Customer shall be liable for all loss or damage arising in connection with such Goods and shall indemnify The Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection with, and the Goods may be dealt with in such manner as The Company or any other persons in whose custody they may be at any relevant time shall think fit.

Article 26. Rights of The Company to reject certain types of Goods

(A) Except under special arrangement previously made in writing, The Company will not accept or deal with bullion, coin, precious stone, jewellery, valuables, antiques, pictures, human remains, livestock or plants. Should any 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 Company shall be under no liability whatsoever for or in connection with such Goods howsoever arising.

(B) The Company may at any time waive its rights and exemptions from liability referred in the Article 26 above, (A) above, in respect of any one or more of the categories of Goods mentioned herein or of any part of any category. If such waiver is not in writing, the onus of proving such waiver shall be on the Customer.



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Article 27. Dangerous Goods carried by airfreight

The inherent characteristics of certain commodities make it impossible for them to be carried by air without endangering the safety of aircraft, passengers, or crew. However, some Goods of dangerous nature can be accepted for carriage providing the quantity is restricted to within given limits and packing conforms to specifications laid down in the current edition of the IATA Dangerous Goods Regulation¹ /ICAO Technical Instructions. The Airline's agreement to accept dangerous cargo must be obtained before the consignment is delivered. A shipper's declarations for Dangerous Goods in duplicate on the form appropriate to the danger involved as required by the current IATA Dangerous Goods Regulations must accompany every consignment of dangerous cargo, worded as follows:

"I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name classified, packed marked and labelled and are in all respects in the proper condition for transport by air according to the applicable international and National Government Regulations."

TITLE VI. The Company Contracting as Agent

Article 28. The Company contracting as Agent

Article 29 to Article 31 below apply where and to the extent that The Company, in accordance with these conditions, is acting as agent on behalf of the Customer.

Article 29. Authorization for The Company to enter into contracts on behalf of the Customer

The Company shall be entitled, and the Customer hereby expressly authorizes The Company, except if it has been otherwise specifically agreed between The Company and the Customer, to enter into contracts on behalf of the Customer:

- a. for the carriage of Goods by any route or means or persons.
- b. for the storage, packing, trans-shipments loading unloading or handling of the Goods by any length of time.
- c. for the carriage or storage of Goods in or on transport units as defined in the Article 13, sub point (D) above or with other Goods of whatever nature and
- d. to do such acts as may in the opinion of The Company be reasonably necessary in the performance of its obligations in the interests of the Customer.

¹ Dangerous Goods Regulations (DGR), IATA, 2022



Article 30. The Company's rights to delegate

The Company shall be entitled to perform any of its obligations herein by itself or by its parent, subsidiary, or associated companies or by any other person, firm, or company. In the absence of agreement to the contrary, any contract to which The Terms apply is made by The Company on its own behalf and also as agent for and on behalf of any such parent, subsidiary of associated company and any such company shall be entitled to the benefit of The Terms.

Article 31. Communication on alternative

Where there are alternatives regarding rate for a service such as, but not limited, carrier or warehousing, no declaration of value for the alternative will be communicate by the Company to the Customer, unless special terms agreed in written between The Company and the Customer.

TITLE VII. The Company Contracting as Principal

Article 32. The Company Contracting as Principal

Article 33 to Article 36 below apply where and to the extent that The Company, in accordance with The Terms, is Contracting as principal.

Article 33. The Company's liberty regarding the choice of route and procedure

The Company is not a common carrier and deals on the basis of The Terms alone. The Company reserves to itself a reasonable liberty as to the means of route and procedure to be followed in the handling, storage, and transportation of Goods.

Article 34. Liability for loss and damage to the Goods for The Company

- (A) Where The Company has entered into a contract as principal for the performance of the services which it undertakes to provide under its own name, and always under all of The Terms, The Company assumes liability for the loss or damage to the Goods covered if, and only if, the loss or damage occurs between the moment when The Company takes charge of the Goods and the moment when the Company is entitled to call upon the Customer or Consignee to take delivery of Goods.
- (B) The Company shall be deemed to have taken the Goods into its charge when the Goods have been received by The Company or have been released or handed over by the Customer or any person acting on behalf of the Customer to any person acting on behalf of The Company in accordance with any directions of The Company for the performance of the Customers Instructions.



TITLE VIII. Limitations of Liabilities

Article 35. Limitations of The Company's liabilities

Subject always to the Article 2 above and the Article 38 below, The Company shall be relieved of liability for any loss or damage if and to the extent that such loss or damage was caused by:

- a. The act or omission of the Customer or person other than The Company acting on behalf of the Customer or of the person from whom The Company took the Goods in charge.
- b. Insufficiency of the packing and/or marks and/or labels and/or numbers except where The Company had undertaken to carry out the packing application of marks or labelling or numbering of the Goods.
- c. Handling, loading, stowage, or unloading of the Goods by the Customer or any person acting on behalf of the Customers.
- d. Inherent vice of the Goods.
- e. Strike, lock out, stoppage or restraint of labour, which The Company was unable to avoid by the exercise of reasonable diligence.
- f. Any cause or event which The Company could not avoid, and the consequences which the Company cannot prevent by the exercise of reasonable diligence.

The burden of proof of loss or damage due to one or more of the above causes or agents, shall be on The Company.

(A) Subject to Article 2 above and sub-articles (D) and (F) below, The Company's liability howsoever arising and notwithstanding that the cause of loss or damage be unexplained shall not exceed:

- a. In the case claims for loss or damage to Goods.
 - (i) The value of any Goods lost or damage of Goods, or
 - (ii) IDR 10,000.00 (IDR Ten Thousand) per kilo or gross weight of any Goods loss or damaged whichever shall be the least.
- b. In the case of other claims :
 - (i) the value of the Goods the subject of the relevant transaction between The Company and its Customer, or
 - (ii) IDR 10,000.00 (IDR Ten Thousand) per kilo of the gross weight of the Goods the subject of the said transaction, or
 - (iii) IDR 50,000,000.00 (IDR Fifty Million) in respect of any one transaction whichever shall be the least.

For the purposes of the Article 35, sub-article (A), sub-points a and b above, the value of the Goods shall be their value at the place and time they are delivered to the Consignee in accordance with the relevant transaction between The Company and the Customer or should have been so delivered. The Local Currency Rupiah (IDR) shall be calculated as at the date when the claim was first notified to The Company in writing if the claims are settled in foreign currency.



- (B) Subject to the Article 2 above and sub-articles (D) and (F) below, The Company's liability for the loss or damage as a result of failure to deliver or arrange delivery of Goods in a reasonable time or (where there is a special arrangement under the Article 18 above) to adhere to agreed departure or arrival dates shall not, in any circumstances whatever, exceed a sum equal to twice the amount of The Company's charges in respect of the relevant transaction.
- (C) Subject to Article 2 above and in respect of such loss or damage as referred to in the Article 35, sub-article (B) above and Article 35, sub-articles (D) and (F) below, The Company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profit of market or the consequences of the delay or deviation however caused.
- (D) By special arrangement agreed in writing The Company may accept liability in excess of the limits set out in the Article 35, sub-articles (A) to (C) above, upon the Customer agreeing to pay The Company's additional charges for accepting such increased liability. Details of The Company's additional charges will be provided upon request.
- (E) If expressly instructed so to do in writing by the Customer, The Company will use its best endeavours in accordance with the Article 21 above, hereof to procure insurance (where available) to indemnify the Customer in respect of any loss which he may suffer in excess of the amounts recoverable in accordance with The Terms.
- (F) In any case where, in accordance with The Terms, The Company is liable to pay compensation in respect of loss or damage to Goods and it is known where such loss or damage occurred the extent and the amount of the liability in respect of such loss or damage shall be determined by the provisions contained in any applicable convention or law which provisions:
- a. cannot be departed from by private contract to the detriment of the claimant, and
 - b. would have applied if the claimant had made a separate and direct contract with the actual provider of the service in respect of that service or that part of any operation where the loss damage occurred and received as evidence thereof any particular document which must be issued in order to make such convention or law applicable.

The relevant provisions of the Hague Visby rule², contained in the protocol of Brussels dated February 23rd, 1968, shall be applied to all carriage of Goods by sea and where no mandatory international or national law applies to the carriage of Goods by inland waterways also, and such provisions shall be applied to all Goods whether carried on deck or under deck.

² *Hague-Visby Rules*, Brussels, 23 February 1968.



TITLE IX. Warsaw Convention

Article 36. Warsaw Convention

If The Company acts as principal in respect of a carriage of Goods by air, the following notice is hereby given :

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention³ may be applicable and the Convention governs and, in most cases, limit the liability of carriers in respect of loss of damage to cargo. Agreed stopping places are those places (other than the places of departure and destination) show under requested routing and/or those places show in carriers timetables as scheduled stopping places for the route. The address of the first carrier is the airport of departure.

TITLE X. Miscellaneous

Article 37. Payment of due sums by the Customer to The Company

The Customer shall pay to The Company in cash, or as otherwise agreed, all sums immediately when due without reduction or detourment on account of any claim, counter claim or set off.

Article 38. The Customer responsibility for duties

Despite the acceptance by The Company of Instructions to collect freight, duties, charges or other expenses from the Consignee or any other person, the Customer shall remain responsible for such freight duties, charges, or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such Consignee or other person when due.

Article 39. The Company lien on all goods and documents

- (A) Subject to the Article 39, sub-article (B) below, hereof The Company shall have a general lien on all Goods and documents relating to Goods in its possession, custody, or control for all sums due at any time from Customer or Consignee and shall be entitled to sell or dispose of such Goods or documents as agent for and at the expense of the Customer and apply the proceeds in or towards the payment of such sums on 28 days' notice in writing to the Customer. Upon accounting to the Customer for any balance remaining after payment or any sum due to The Company and the costs of sale or disposal The Company shall be discharged of any liability whatsoever in respect of Goods or documents.

³ Convention for the Unification of Certain Rules Relating to International Carriage by Air, Warsaw, 12 October 1929



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(B) When the Goods are liable to perish or deteriorate The Company's right to sell or dispose of the Goods shall arise immediately upon any sum becoming due to The Company subject only to The Company taking reasonable steps to bring to the Customer's attention its intention of selling or disposing of the Goods before doing so.

Article 40. Brokerage commissions

The Company shall be entitled to retain and be paid all brokerages commissions, allowances and other remunerations customarily retained by or paid to freight forwarders.





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SECTION II: LEGISLATION

TITLE XI. Applicable Law

Article 41. Legislation

- (A) Subject to the Article 41, sub-articles (B) and (C) below, all, and any activities of The Company during business whether gratuitous or not, are undertaken subject to The Terms.
- (B) If any legislation is compulsorily applicable to any business undertaken, The Terms shall, as regards such business, be read as subject to such legislation and nothing in The Terms shall be construed as a surrender by The Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of The Terms be repugnant to such legislation to any extent such part shall as regards such business be overridden to that extent and no further.
- (C) Subject to the Article 41, sub-article (B) above, The Company and the Client may agree that in relation to with all or part of the contractual agreement for the movement of Goods, The company will issue a FBL (FIATA Combined Freight Bill of Lading) subject to the Standard Terms governing the *FIATA Multimodal Transport Bill of Lading*⁴, with conditions that such document has been issued subject to the *Uniform Rules for a Combined Transport Document*⁵ by the ICC (International Chambers of Commerce) and that it is printed on the front of the document. When such document is issued, The Terms and conditions it encompasses become the paramount reference and govern the relationship between the Customer and the Company to the extent that such terms and conditions are not inconsistent with The Terms.

Article 42. General applicability of this Terms

If special, local, or regional trade customs, or legal provisions differ from The Terms, the latter take precedence, except where such legal provisions are of a mandatory nature. The Terms are not to be applied to the extent that The Company, by virtue of a contract with itself or a freight contract, carries out the forwarding of the Goods in his own transport during long-distance road haulage (under the road haulage law, UU No. 22/2009⁶), or international road transport under the *Convention on the Contract for the International Carriage of Goods by Road (CMR)*⁷. If The Company is operating in the maritime

⁴ Standard Terms governing the FIATA Multimodal Transport Bill of Lading, FIATA, 1992.

⁵ *Uniform Rules for a Combined Transport Document*, International Chamber of Commerce (ICC), ICC publication no 298, November 1975

⁶ *Traffic and Road Transport*, Laws of the Republic of Indonesia, Number 22, 2009.

⁷ *Convention on the Contract for the International Carriage of Goods by Road (CMR)*, United Nations (U.N.), Geneva, 19 May 1956.



or inland waterway business, terms differing from The Terms can be agreed based on any special conditions established by The Company for that type of business.

Article 43.

The laws of the country or area where the Storage Unit is located are exclusively applicable to this Terms.

- a. it is not intended that anyone other than Customer and The Company will have any rights under this Terms and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to it;
- b. if any court or competent authority decides that any of the provisions in this Terms are invalid, unlawful, or unenforceable to any extent, the provision will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law;
- c. the Customer may not assign or transfer any of its rights under this Terms or part with possession of the Storage Unit or Goods whilst they are in the facility; and
- d. where Customer consists of two or more persons each person takes on the obligations under this Terms separately.

TITLE XII. Competent Court

Article 44.

Subject to the Article 2, sub-article (B) above, hereof these conditions and any act or contract to which they apply shall be governed by Indonesian Law.

Article 45.

In case of dispute, the disputing parties shall in the first instance endeavour to arrive at an amicable settlement by way of consultations; however, should such effort failed to achieve its objectives, then the parties hereto agree to submit their differences to the Indonesian National Arbitrage Agency (BANI, Badan Arbitrase Nasional Indonesia) to be appointed upon mutual consent of the parties and finally, by failure of such board to solve the matter, the same shall be settled through court proceedings in Bali, Indonesia.



SECTION III: COMMUNICATION, NOTICES AND CHANGE OF ADDRESS

Article 46.

The Customer accepts e-mail as a proper and sufficient method of communication between the Customer and The Company, for all purposes.

Article 47.

From the start date of The Terms, The Company may, at its own discretion, issue any notice or communication to the Customer either by post (at the address indicated in The Terms) or by email or other electronic means (at the email or other electronic address provided by the Customer).

Article 48.

The Customer must inform The Company in writing of a change of its postal or electronic address and telephone number prior to any such change taking effect.

Limajari



Limajari cargo

Freight forwarding • Packing • Shipping

SECTION IV: PERSONAL INFORMATION

Article 49.

If the Customer does not pay Fees when due, The Company may share Data with debt collection agents. If Customer applies for The Company's insurance, The Company will pass Data on to the insurer, who may enter such Data onto a register of claims shared with other insurers to prevent fraudulent claims. The Company will release Data and other account details at any time if it considers in its sole discretion this is appropriate:

- a. to comply with the law;
- b. to enforce this Terms;
- c. for fraud protection and credit risk reduction;
- d. for crime prevention or detection purposes;
- e. to protect the safety of any person at the facility;
- f. if The Company considers the security of any unit at the facility or its contents may otherwise be put at risk. Also, if The Company sells or buys any business or assets, it may disclose Data and account details to the prospective seller or buyer of such business or assets or if substantially all of The Company's assets are acquired by a third party, Data and account details will be one of the transferred assets.