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LIMAJARI CARGO (PT. LIMAJARI INTERBHUANA)

TERMS AND CONDITIONS OF LIMAJARI CARGO

STORAGE

TERMS AND CONDITIONS (T&C)

STORAGE

PT. LIMAJARI INTERBHUANA

January 2020

TCSTR-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. **“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.).
- d. **“Goods”** means all goods which are stored or placed anywhere in The Company storage facility (including The Storage Unit).
- e. **“Services”** means any business undertaken or any advice, information or services provided by The Company.
- f. **“Storage Unit”** means the used storage space, product, or service provided by The Company.
- g. **“The Terms”** means the entire undertakings, terms, conditions, and articles embodied herein.



CHAPTER 2: APPLICABILITY

SECTION I: STORAGE

TITLE I. General

Article 1.

If a part of The Terms is null and void or subject to annulment, the validity of all and any other part of The Terms remains unaffected. Any void or annulled clause will be replaced by a valid clause that will most closely correspond to the clause previously agreed by the parties before the parties became aware of such nullity or nullification.

Article 2.

The Customer understands and accepts The Terms, and the Customer accepts that The Terms are available to the Customer in print. The Company has the right to modify The Terms (Customer will be informed on any changes before implementation via mail or email). Modified general terms and conditions of The Terms are applicable 30 (thirty) days after notice is received from The Company. Customer is considered to be in agreement with any such changes if the Customer has not informed The Company in writing within the stated 30 (thirty) days period. In the event of a proposed change to The Terms, Customer is entitled to end The Terms as of the commencement date of the amended general terms and conditions of The Terms (taking however into account a minimum notice period of 15 (fifteen) days).

Article 3.

Where two or more customers constitute the Customer, all obligations shall be joint and several.

Article 4.

The Customer acknowledges and agrees that:

- a. The Terms constitute the whole contract with The Company and, in entering this contract, Customer relies upon no representations, oral or otherwise, other than those contained in The Terms;
- b. it has raised all queries relevant to its decision to enter The Terms with The Company and The Company has, prior to the Customer entering into The Terms, answered all such queries to the satisfaction of the Customer;



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- c. any matters resulting from such queries have, to the extent required by Customer and agreed to by The Company, been reduced to writing and incorporated into The Terms;
- d. if The Company decides not to exercise or enforce any right that it has against Customer at a particular time, then this does not prevent The Company from later deciding to exercise or enforce that right unless The Company tells Customer in writing that The Company has waived or given up its ability to do so.

TITLE II. Storage Use

Article 5.

So long as all storage fees are paid up to date, the Customer:

- a. is licensed to store the Goods in the Storage Unit allocated to the Customer by The Company from time to time and only in the Storage Unit. The Customer may not use the Storage Unit for another purpose;
- b. is deemed to have knowledge of the Goods in the Storage Unit;
- c. warrants having sole legal and beneficial title to the Goods and accepts any and all liability in connection with the Goods. The Customer indemnifies and will hold harmless The Company against any claim or cost or any action or proceeding in connection with the Goods from any third party, including disputes in connection with the ownership or rights to possession.

Article 6.

The Customer may not share the Storage Unit in full or in part. The benefit of The Terms is personal, and Customer shall not be capable of assignment to any third party without the prior written approval of The Company. The right to occupy the Storage Unit can only be exercised by the Customer.

Article 7.

The Company:

- a. does not have and will not be deemed to have knowledge of the Goods;
- b. is not a bailee or a custodian nor a warehouseman of the Goods and the Customer acknowledges that The Company does not take possession of the Goods;
- c. does not grant any lease or tenancy of the Storage Unit.

Article 8.

The following are not permitted by the Customer:

- a. the Storage Unit may not be used as a workplace,



- b. no commercial activity may be exercised from the Storage Unit,
- c. the Storage Unit may not be used as a registered office or seat of a company,
- d. the Storage Unit may not be used for any illegal, criminal, tax evasion or immoral activities,
- e. electrical appliances or other utilities / services may not be connected in the Storage Unit without the prior written permission of The Company; any authorized electrical appliances must always be switched off during absence,
- f. without prior written permission from The Company, no fixed items may be installed in or on the Storage Unit.

Article 9.

The Customer is strictly forbidden from storing the following goods in the Storage Unit (this list is not exhaustive):

- a. jewels, fur, art objects, collection pieces or irreplaceable objects, objects with an emotional or special value,
- b. cash money, securities, stocks, or shares,
- c. any item which emits any fumes, smell, or odour,
- d. birds, fish, animals, or any other living creatures,
- e. refuse and other waste materials (including animal and toxic/hazardous waste materials),
- f. food and other perishable goods (subject to decay) unless securely packed so that they are protected and do not attract vermin or cause any other form of nuisance,
- g. firearms, explosives, weapons, or ammunition,
- h. any illegal substances such as drugs, illegal items or goods illegally obtained such as smuggled or stolen goods, etc.
- i. chemicals, radioactive materials, biological agents,
- j. asbestos and/or processed asbestos,
- k. (artificial) fertilizer,
- l. gas bottles or any other compressed gases and/or batteries,
- m. fireworks,
- n. car and/or motorcycle wrecks ; the storage of (vintage) cars and/or motorcycles that are not wrecks is allowed with the understanding that under the car and/or motorcycle, The Company-approved protective tray or mat is provided by the Customer to prevent leaking oil impacting on the environment and the presence of fuel in any fuel tanks must be kept to a minimum ; the cars furthermore need a separate fully adequate insurance cover to be maintained by the Customer at all times, since cars and motorcycles are not covered under the customer goods insurance,
- o. combustible or flammable materials or liquids including diesel and petrol (except for the minimum allowed as mentioned above for cars and motorcycles);
- p. any other toxic, flammable, or hazardous substances or preparations that are classified as such under any applicable law or local regulations such as:
 - (i) explosive substances and preparations such as spray cans including air fresheners, hair lacquer, car paint, varnish, and car windscreen defroster;



- (ii) sprays and (liquid) gases such as LPG, hydrogen, acetylene, propane gas and butane;
- (iii) oxidising substances and preparations such as hydrogen and other peroxides, chlorates, strong saltpetre and perchloric acids;
- (iv) (highly) flammable substances and preparations such as petroleum, benzene, burning alcohol or methyl alcohol, turpentine, white spirit, acetone, paint, windscreen defroster, air-freshener, close-contact adhesive, and neoprene adhesive;
- (v) (highly) toxic substances and preparations such as methyl alcohol, stain removers, pesticides;
- (vi) harmful substances and preparations such as cleaning products, paint thinners, wood preservation products, paint removers;
- (vii) caustic substances and preparations such as unblocking agents for pipes, decalcifying products, caustic soda, strong acids, caustic products such as oven and toilet cleaners;
- (viii) irritants and preparations;
- (ix) sensitizing substances and preparations;
- (x) carcinogenic substances and preparations;
- (xi) mutagenic substances and preparations;
- (xii) substances and preparations toxic to reproduction;
- (xiii) substances and preparations that are dangerous to the environment such as CFCs, PCBs and PCTs; pesticides and heavy metals such as mercury in thermometers, cadmium, and zinc.

Article 10.

If the Customer acts in violation of the [Article 8 above](#) and/or the [Article 9 above](#), the Customer shall indemnify The Company for any damage The Company may suffer as a result and the Customer may be exposed to criminal prosecution. The Company will not inspect or verify the Goods and their compliance with The Terms.

Article 11.

In the event that Customer is suspected of being in violation of The Terms, in particular the [TITLE II above](#), The Company has the right but not the obligation to notify the competent authorities and allow these to access the Storage Unit for verification purposes, all at the expense of the Customers. The Company may, but is not obliged, to notify the Customer hereof.

TITLE III. Storage Unit Condition

Article 12.

Customer must ensure the Storage Unit is suitable for the storage of the Goods intended to be stored in it and is advised to inspect the Storage Unit before storing the Goods and periodically during the



storage period. The Company makes no warranty or representation that any unit is suitable for any particular goods and accepts no liability in this regard.

TITLE IV. Storage Payment and Price

Article 13.

Upon signing The Terms, the Customer must:

- a. pay the first invoice at signature comprising all storage charges, service fees and costs related to the 1st month (minimum) of storage;
- b. purchase a unique secure cylinder lock (unless the Customer already purchased a lock at The Company).

Article 14.

The storage charge (excluding any applicable taxes) will remain unchanged for the first six (6) months of The Terms. After that period, The Company reserves the right to periodically review the charges and fees. Reviewed charges and fees are applicable 30 days after written notice is provided by The Company.

Article 15.

The Customer undertakes to pay the monthly charges and fees in advance, before the first day of each month.

Article 16.

The Customer is the responsible to pay the Storage Unit fee (being the amount set out in the cover sheet or as most recently notified to the Customer by The Company) payable in advance on the first day of each storage period (due date) and it is the Customer's responsibility to see that payment is made directly to The Company on time and in full throughout the period of storage. Any storage fees paid by direct transfer will not be credited to Customer's account unless the Customer identifies the payment clearly and as directed by The Company and The Company shall have no liability to and shall be indemnified by Customer if The Company takes steps to enforce The Terms (including the sale of Goods) due to the Customer's failure to identify a payment. The Company will not accept that payment has been made until it has received cleared funds and, if any payment is later dishonoured, may charge the cheque return fee.



TITLE V. Late Payment and Right to Sell or Dispose The Goods

Article 17.

If the payment of the monthly storage charge and fees is not received in full on the due date, The Company may deny the Customer access to the Storage Unit until such time that the total outstanding balance is settled. The Company may also charge an administrative fee of IDR 250.000 after the first reminder notice and an administrative fee of IDR 500.000 after each subsequent reminder notice.

Article 18.

If any storage charge or fee due under The Terms is not paid within 30 days of the due date The Company will be entitled to the following additional rights:

- a. to break the existing lock on the Storage Unit and install a new one;
- b. to remove The Goods from the Storage Unit to such alternative storage facilities as The Company may decide without incurring any liability for loss or damage arising by virtue of such removal;
- c. to charge the Customer the full costs of removal of the Goods from the Storage Unit and storage costs elsewhere together with any repeated cost thereof should The Company require that the Goods be moved at any time thereafter;
- d. to terminate the Customer's right to use a Storage Unit and to charge in the meantime a monthly occupancy fee for an amount equal to the monthly storage charge and to treat the Goods as abandoned.

Article 19.

If any storage charge or fee due under The Terms is not paid within 60 days of the due date, The Company will furthermore be entitled to sell, destroy, or otherwise dispose of such Goods. The proceeds of any sale in accordance with Article 14 above may be retained by The Company and applied to discharge any expenses incurred by The Company in exercising The Company's rights under this article and any further sums owing to The Company under The Terms . The balance of the proceeds will then be refunded to the Customer (or to a relevant insolvency practitioner in the case of the insolvency of the Customer); to the extent that the Customer cannot be located or fails to collect the balance of the proceeds such proceeds will be held on behalf of the Customer by The Company. Nothing in this clause shall prejudice The Company's entitlement to payment of storage charges or any other sums due to The Company hereunder whether or not The Company has chosen to exercise any or all of its rights as set out above.

Article 20.

Sale proceeds will be applied first against the cost of removal and sale of Goods and second to pay the debt. If sale proceeds do not discharge all of these costs and the debt, Customer must pay The



Company the balance within 7 (seven) days of a written demand from The Company. The Company may act to recover the balance and any legal and administration costs incurred in doing so.

Article 21.

Customer agrees that all the Goods in the Storage Unit shall be security for The Company's entitlement to payment of the storage charges, fees, and any other sums due to The Company to the effect that access to the Goods in the Storage Unit may be denied until such time as full payment is obtained. The Customer also accepts that this security may lead to a loss of the ownership of the Goods in the Storage Unit.

Article 22.

If, in the opinion of The Company and entirely at the discretion of The Company, a defaulting Customer's Goods are either not saleable, fail to sell when offered for sale, or are not of sufficient value to warrant the expense of attempting to sell, the Customer authorises The Company to treat The Goods as abandoned and The Company may dispose of all Goods by any means at Customer's cost. The Company may dispose of Customer's Goods in the event that Goods are damaged due to fire, flood or other event that has rendered them, in the opinion of The Company, severely damaged, of no commercial value, or dangerous to persons or property. The Company does not need the prior approval of Customer to take this action but will send notice to Customer within 7 (seven) days of assessing the Goods.

TITLE VI. Storage Access

Article 23.

The Storage Unit is accessible to the Customer during the hours and days as advertised by The Company's Head Office. Access outside these agreed hours is not allowed.

For a proper organization, the Customer is requested to warn The Company 1 day, during working time, in advance of the desired time of visit of the Storage Unit.

Article 24.

Any move-in into new Storage Units can only happen during office hours with the help and under the supervision of the store personnel of The Company.



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Article 25.

Each Storage Unit is secured with a purpose-built locking system allowing insertion of a personal cylinder lock or padlock. The Company does not have keys to access the Storage Units. The Customer is solely responsible for the correct locking of the Storage Unit using the personal cylinder lock or padlock.

Article 26.

The Customer should not leave a key with or permit access to the Storage Unit to any person other than its own Agent who is responsible to the Customer and subject to its control. If the Customer does so, it does so at its own risk.

Article 27.

The Customer will be solely responsible for providing a secure padlock for the Unit and ensuring it is locked so as to be secure from unauthorised entry at all times when the Customer is not in the Storage Unit. The Company will not be responsible for locking any unlocked Storage Unit. The Customer is not permitted to apply a padlock to the Storage Unit in The Company's overlocking position and The Company may have any such padlock forcefully cut off at Customer's expense.

TITLE VII. Availability of the Storage Unit

Article 28.

The Storage Unit will be available to the Customer at the later of:

- (i) the start of The Terms.
- (ii) the actual move-in date, the Storage Unit is provided by The Company and accepted by the Customer, in a good state without defects and clean.

Article 29.

The Company always has the right, at no extra charge to the Customer, to provide the Customer a different Storage Unit of a similar or bigger size.

Article 30.

If no Storage Unit of the agreed size is available on the agreed move-in date, The Company has the option:



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- (i) to provide the Customer with another Storage Unit, which meets the Customers' requirements or
- (ii) to suspend The Terms until a Storage Unit of the agreed size becomes available. In the latter event the Customer's obligations by virtue of the Condition are suspended until the Storage Unit is made available to him and the Customer owes no charges up to the date on which a Storage Unit can be made available. In addition, as the sole remedy to the Customer, the Customer has the right to terminate The Terms against full refund of the storage charges and fees paid. The Company is not liable for damage occurring to the Customer as a result of any delay in availability.

Article 31.

The Customer shall not be entitled to exclusive possession of any Storage Unit. The Company shall be entitled at any time to specify an alternative Storage Unit and may, subject to providing the Customer with at least 14 (fourteen) days advance notice require that the Customer move The Goods to such alternative Storage Unit.

TITLE VIII. Liability and Exclusion of Liability for the Good Stored and the Storage Unit

Article 32.

The Goods are stored in the Storage Unit at the sole risk and responsibility of the Customer. The Customer shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of The Goods caused by any reason, nor shall The Company be liable for any property damage or for any economic loss of the Customer.

The Company provides no warranty to the Customer with regard to supervision of the storage facility or the Storage Unit or with regard to the security of the storage facility.

The Company shall take no step to check The Goods, verify that The Goods are suitable for storage in a Storage Unit or ensure that The Goods comply with relevant regulations, or The Terms and restrictions of The Terms and The Company accepts no liability for any loss suffered by the Customer in the event that the storage of The Goods in the Storage Unit is inappropriate, unsafe, or illegal.

Article 33.

The Company will not be liable for any loss or damages suffered by Customer resulting from an inability to access the facility or the Unit, regardless of the cause.



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Article 34.

The Company will always permit inspections or controls by the local, regulatory, or criminal justice bodies or authorities in or on the Storage Unit when requested to do so and will not inform the Customer nor verify the rights of inspection. The Company shall not be liable for the consequences of any such inspection or control including (without limitation) any damage to The Goods and/or locks and fittings. The Customer is liable at all times with respect to The Company for any damage The Company could suffer as a result of these controls and inspections.

Article 35.

The Company is not liable for indirect (or consequential) losses of the Customer including lost bargain, lost profit, lost opportunity, loss of anticipated savings or lost reputation or for any damage as a result of the activities of other Customers or of hindrances in the use of the Storage Unit caused by third parties.

Article 36.

The Customer agrees that given:

- a. the availability of insurance to protect the value of The Goods,
- b. the fact that The Company has taken no steps to verify the Customer's usage of the Storage Unit,
- c. the fact that The Company has no means of evaluating the Customer's risk, and
- d. the potentially large difference between the charges and fees paid by Customer to The Company and the damage which the Customer may suffer, the exclusions and limitations of liability in this TITLE VIII are fair and reasonable.

TITLE IX. Maintenance and Repairs of the Storage Unit

Article 37.

The Company may proceed at all times onto or into the Storage Unit to carry out (have carried out) activities and investigations for the purposes of maintenance, repair, redevelopment, repartitioning, and renewal, including the installation of extra facilities.

Article 38.

Renovation and/or maintenance activities on the Storage Unit by The Company do not constitute any default by The Company even if such renovation and/or the maintenance activities (temporarily) prevent or limit the use of the Storage Unit. The Customer must permit The Company the opportunity to carry out maintenance activities and the renovation on the Storage Unit and the Customer shall not be entitled



to a reduced rental cost, the reduction of other payment obligations, the whole or partial dissolution of The Terms and/or any entitlement to damages as a result of such maintenance activities or renovation.

Article 39.

The Customer will take all necessary measures to prevent causing damage to the Storage Unit and to the property of third parties. In the event of damage to any third party or The Company property, The Company is at all times entitled to conduct repairs at the expense of Customer. Customer agrees to the payment of any invoices for such repairs within 7 (seven) days of The Company sending such invoice.

Article 40.

In the event that The Company needs access to the Storage Unit for the purposes stated above, which requires access or vacation of a Storage Unit, The Company will, if time and the urgency permits, inform the Customer hereof and will request the Customer to move The Goods to another Storage Unit within a reasonable period of time. Failure to do so entitles The Company to access the Storage Unit and move The Goods in the Storage Unit by itself to another Storage Unit with due care but at the risk of the Customer.

TITLE X. The Company Access to the Storage Unit

Article 41.

In the event of an emergency, The Company and its employees are entitled to enter the Storage Unit (without permission and warning to the Customer), if necessary, by means of forced entry. The emergencies include any maintenance, repairs and renewal and any sudden occurrence of any situation necessitating urgent entry.

Article 42.

Furthermore, in the event that any local, national, regulatory, or criminal justice body or authority requires access to any Storage Unit, The Company shall be entitled to grant itself and these authorities, at any moment, access to the Storage Unit.

Article 43.

The Company and its employees also have the right to remove the locks, enter the Storage Unit without permission and deny Customer access to the Storage Unit in the event that the Customer fails to comply with The Terms or if The Company suspects that the Customer is not complying herewith. In particular, The Company has the right to deny Customer access to the Storage Unit and enter the Storage Unit in the event of late or non-payment of charges and fees due.



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Article 44.

After entering the Storage Unit in accordance with this TITLE X, The Company has the right (but not an obligation) to make an inventory of The Goods.

Article 45.

The Company is under no obligation to verify the access rights of any person to a Storage Unit, including those of any local, national, regulatory, or criminal justice body or authority. The Company accepts no liability for providing access to the Storage Unit to third parties.

TITLE XI. Non-Compliance with The Terms and Termination

Article 46.

In the event that the Customer:

- a. does not comply with any obligation imposed under law, local or national regulations or customs;
- b. fails to comply with The Terms (including any failure to make payment of charges and fees due);
- c. is subject to any insolvency event (as set out in Article 42 above),
- d. then The Company has the right to terminate The Terms at any time without notice and without prejudice to any of its rights and remedies and shall be entitled to payment of all losses, charges, fees, and all other sums due hereunder.

Article 47.

The 'Insolvency Events' referred to in the Article 46 above are as follows:

- a. in relation to a company or corporate entity, that entity:
 - (i) being unable to pay its debts or having no reasonable prospect of being able to pay them;
 - (ii) entering into liquidation;
 - (iii) passing a resolution for a creditor winding up;
 - (iv) entering into a composition in satisfaction of its debts or a scheme of arrangement with its creditors;
 - (v) suffering an application for an administration order in respect of it; or
 - (vi) suffering the appointment of an administrator, receiver, or administrative receiver;
 - (vii) suffering any event or circumstance in any jurisdiction similar to those set out in Article 47, point a (i) (vi) above inclusive.
- b. in relation to a natural person, that person:



- (i) being unable to pay his debts or having no reasonable prospect of being able to pay them;
- (ii) having a bankruptcy petition presented against him;
- (iii) entering into a composition in satisfaction of his debts or a scheme of arrangement of his affairs;
- (iv) suffering the appointment of a receiver or interim receiver;
- (v) suffering any event or circumstance in any jurisdiction similar to those set out in the Article 47, point b (i) to (iv) above inclusive.

Article 48.

In the event of termination of The Terms the Customer will be informed and must collect The Goods within 14 (fourteen) days of such notification. If the Customer fails to collect The Goods, then The Company may exercise any of the rights set out in the Article 19 above including the right to sell or dispose of The Goods.

Article 49.

The Customer shall reimburse to The Company all actually incurred costs of The Company in connection with debt collection and enforcement of The Terms, with a minimum of IDR 3.500.000 for amounts up to IDR 14.000.000 to be increased with IDR 1.250.000 for each multiple of IDR 5.000.000 over and above IDR 14.000.000.

TITLE XII. End of The Terms

Article 50.

At the end of The Terms, the Customer must remove all Goods in the Storage Unit.

Article 51.

All Goods left behind by the Customer after the ending of The Terms will be considered as either transferred by the Customer to The Company or abandoned by the Customer (*res derelicta*) as decided by The Company. The Goods and items will be removed at the expense of the Customer (with a minimum of IDR 850.000/m³). The Customer remains fully liable for all costs and damage resulting from leaving The Goods. The Company is hereby granted full authority by Customer to sell Customer's Goods.

The Customer agrees to examine The Goods carefully on removal from the Storage Unit and must notify The Company of any loss or damage to The Goods as soon as is reasonably possible after doing so.



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SECTION II: LEGISLATION

TITLE XIII. Applicable Law

Article 52. Legislation

- (A) Subject to the Article 52, sub-article (B) 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.

Article 53. General applicability of The 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.

Article 54.

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

- a. it is not intended that anyone other than Customer and The Company will have any rights under The 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 The 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 The 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 The Terms separately.



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TITLE XIV. Competent Court

Article 55.

The Terms and any act or contract to which they apply shall be governed by Indonesian Law.

Article 56.

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 57.

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

Article 58.

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 59.

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.



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SECTION IV: PERSONAL INFORMATION

Article 60.

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 The 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.