



## TERMS OF QUOTATION

All Business with Röhlig Malaysia Sdn. Bhd. is undertaken and performed subject to the FMFF STC Version 2/2010 (28012013), a copy of these is available on our website or upon request. By accepting this quotation, you confirm that you have the full text of these Conditions in your possession, that you understand them and that you agree with them being fully applicable to the service quoted for.

Applicable quotation sheets, booking confirmations, e-mail communications and other writings with applicable rate and charges for the shipment, and shipper's or consignee's response by e-mail or other writing constitute an offer by carrier and an acceptance by shipper or consignee for transportation services pursuant to 46 C.F.R §520.13 and §532.

All rates, costs and fees quoted are estimates only and may be adjusted if changes occur. Rates quoted for transportation are based on tariffs currently in force with the carrier(s); more specific, ocean freight and air freight are based on the CAF, BAF, local port charges and airline fuel & security surcharges prevailing at the time of shipping, as provided by the carrier(s), and may be subject to change.

All origin / destination charges are additional where not specifically mentioned. All quotations are subject to carrier space & equipment availability. All weight and dimensions are subject to carrier approval. All quotations are based on containers and / or packages being within legal weight limits.

Delivery / pick up rates are based on live load/unload unless otherwise noted. Waiting time will be charged for each additional hour thereafter at either the estimated hourly rate or, if no estimate has been given, at the rate that is usual when the waiting time is incurred.

All delivery / pick up rates are based on services rendered between regular business hours, that is to say from Monday to Friday, from 8 AM until 5 PM, and are based on business pick up / deliveries only / and premises having an available loading / unloading dock. Any request for additional services is not included in our quotation unless stated.

Customs exams fee, duty, taxes and any other government charges are not included in our quote unless specifically mentioned.

This quotation does not include marine insurance either. We strongly suggest you request to have your goods transport insured. Insurance rates are available on request.

Detention and demurrage charges will be applicable for shipments wherein customers have exceeded the standard free time applicable both in the import & export cycles.

Storage charges at sea port / airport or warehouse incurred by shipments that are not collected by their owners: in the event of the goods being abandoned or uncollected, all the freightage, terminal expenses, warehousing charges at the seaport / airport or warehouse and customs charges, as well as the eventual costs of returning the goods shall be paid by whom who has contracted the carriage service. In case of abandonment of cargo, the customer as well as both shipper and consignee on any transport document issued for this cargo shall remain fully liable for all costs that arise from the removal and / or disposal of the abandoned goods and all related costs and fees.

Forwarding quotations cover general cargo only, Quotations for dangerous goods, over length cargo, upper deck cargo, perishable, valuable cargo and / or cargo not suitable for stowage in standard 20' and 40' containers (ocean freight) are only available on request.

By requesting this quotation, the Customer warrants to Röhlig Malaysia Sdn. Bhd., its agents and successors, that both the transportation of the cargo and the cargo itself for which this quotation is given, do not and will not violate any applicable law of the European Union, the United Nations, the USA or of individual Countries which have adopted in the fight against terrorism or which impose trade restrictions, such as embargoes. In the event that such transportation violates any applicable law or regulation, the customer will defend, indemnify, and hold-harmless Röhlig Malaysia Sdn. Bhd., its agents and successors from any and all liability, costs, expenses, and attorney's fees resulting from such violation. Röhlig Malaysia Sdn. Bhd. assumes no obligation to undertake or assist Customer in any remediation of any such violation.

The principal must inform the freight forwarder and abide at the time of giving the instructions, to all regulations concerning marine safety regulations (e.g. SOLAS) and needs to provide instructions if trademark and industrial property rights of third parties e.g. license restrictions arising from the Ownership of the product as well as statutory provisions and official restrictions which may cause problems in the order procedure.

Where no credit arrangements have been agreed, payment for all charges is required COD (Cash on Delivery) or by Advanced Payment. The only forms of payment accepted are cashier's check or money order.

All freight and ancillary charges as per agreement are due and payable to Röhlig Malaysia Sdn. Bhd. regardless of the existence of, or planned lodgment of, a claim or any other reason by either the customer, consignor or consignee, as the FMFF STC Version 2/2010 (28012013). All freight and charges are even due and payable in case the goods were to arrive at destination with damages, delay and/or shortages.

Röhlig Malaysia Sdn. Bhd. shall never be liable for any delay of whatsoever kind or length, unless a specific date of delivery has been agreed in the quotation. Such date shall only be provided upon specific request of the customer. Failing such prior request, all dates of delivery provided by Röhlig Malaysia Sdn. Bhd. should always be considered a non-binding indication of expected delivery, subject change without further notice.

Any claim or dispute arising out of or in connection with the services of the Company shall be subject to German Law and the exclusive jurisdiction of the competent Courts in Bremen.

Our rates are calculated based on the greater of the total weight or actual weight of the total volume. The calculations of estimated gross weight Are based on the highest of the following indicators:

Type of Transport	Volume calculation
Air freight	1 m <sup>3</sup> = 167 kg
Sea freight	1 m <sup>3</sup> = 1,000 kg (minimum 1 m <sup>3</sup> or 1 ton)
Truck	1 m <sup>3</sup> = 333 kg

For information regarding our data-privacy, please visit and refer to: <http://www.rohlig.com/data-privacy.html>