



360 FREIGHT SOLUTIONS PTE LTD

全方位物流工作室

ACCOUNT APPLICATION FORM

Company Information

ACRA Registered Company Name* :

Note: 360FS will be using your ACRA registered address as the main address

Tel* :

Applicant's name* :

Email Address*

Unique Entity No.* :

Billing Information

Billing Company Name :

(Mandatory set up if Billing names differs: ACRA registered name c/o Billing name)

Billing Address :

Billing Postal Code :

Tel:

Billing Contact name :

Email Address :

By submitting this form to 360FS:

(a) we acknowledge and confirm that: (1) we have read, understood and agree to the acceptance of the terms and reverse of this form; (2) we understand that 360FS reserves the right to decline an application without assigning any reason whatsoever; (3) all information given herein is true and complete

(b) we represent and warrant to 360FS that the applicant has the full authority to complete and submit this application form on our behalf.

Authorised Signature & Company Chop

TERMS AND CONDITIONS OF CREDIT

Invoicing and Due Dates

The rates payable by the Customer are stated in the Rates Schedule the contents of which are deemed incorporated here, and 360FS reserves the right to make such amendments, alterations or adjustments as it deems fit from time to time without prior notice.

For consignee paid arrangements (subject to prior approval by 360FS), the Customer undertakes to pay for all charges, expenses or other services rendered by 360FS should the consignee refuse to pay or if 360FS is unable to collect payment for any reason.

An invoice shall be issued by 360FS and sent to the Customer periodically (daily, weekly or some other interval determined at the sole discretion of 360FS) and shall reflect the sum payable by the Customer to 360FS

The Customer shall pay to 360FS the amount stated in the invoice on or before the Due Date stated on the invoice ("Due Date") without deduction or deferment on account of any claim, counterclaim or set-off. Unless stated otherwise in the invoice, the Due Date is 02 days from the date of the invoice.

Invoices will be posted to the latest address notified to 360FS in writing, and shall be deemed delivered 2 days after posting.

The Customer shall inform 360FS promptly in writing of any change in its business or postal address. Working days are defined as "Mondays to Fridays" only, and exclude gazetted public holidays.

360FS reserves the right to appropriate any payments towards the settlement of earlier unpaid invoices issued by 360FS.

Finance Charge for Late Payments

If the amount stated in the invoice is not settled in full by the Due Date, a late/ overdue payment will be levied on a daily basis at the rate of 2% per WEEK (minimum S\$5.00) on the balance which is outstanding from the Due Date to the date of any payment and thereafter on the reduced balance until the date of the next Invoice when the late/ overdue payment charge will be debited into the Customer's Credit Account. The late/ overdue payment charge shall apply as well after as before Judgement.

Invoice Queries

The Customer shall inspect and examine the Invoice and shall notify 360FS in writing of any errors, omissions, disputes or other irregularities in the Invoice. In the absence of such notification, the Invoice shall be deemed correct and shall be conclusive without further proof as against the Customer if no written objection is received by 360FS within thirty (30) days from date of Invoice.

Governing Law and Jurisdiction

Any dispute arising under or in any way connected with these Terms and Conditions of Credit shall be subject, for the benefit of 360FS, to the non-exclusive jurisdiction of, and governed by the law of Singapore. The Customer hereby irrevocably submits to such jurisdiction, unless contrary to applicable law.

If any provision herein is or proves to be or becomes illegal, invalid or unenforceable in whole or in part, under any enactment or rule of law, such provision shall to that extent be deemed deleted and the legality, validity and enforceability of the remaining provisions shall not in anyway be affected thereby. The Credit Account is granted to the Customer upon its oral and written representations to 360FS and shall be valid for use by the Customer only. The Customer shall at all times indemnify and keep indemnified 360FS and hold it harmless from any losses, damages and/ or expenses sustained or incurred by 360FS directly or indirectly as a consequence of granting the Credit Account to the Customer.

Waiver

Any failure by 360FS to exercise any of its rights herein or any delay by 360FS in exercising any of such rights shall not operate as waiver or variation of that or any such right and any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right and no act waiver or course of conduct or negotiation on 360FS's part or on 360FS's behalf shall in any way preclude 360FS from exercising any such right or constitute a suspension or variation of any such right.

Variation

360FS shall be entitled at its sole discretion to vary any of the terms herein and such variations shall be communicated to the Credit Customer by written notice sent by ordinary post to the Credit Customer and such written notice shall be effective upon the expiry of forty-eight (48) hours of the date of dispatch/ date of notice. Variation by DHL of any of the terms herein shall not affect existing invoices or invoices received by the Credit Customer prior to the receipt of such notice of variation or affect

Deposit or Security

360FS may request the Customer to furnish a cash deposit and/ or bank guarantee in favour of 360FS in such form, wording and amount as 360FS may determine from time to time.

The Customer agrees that in the event of any default by the Customer of any provision in these Terms and Conditions of Credit and/ or the Terms and Conditions of Carriage, 360FS shall be entitled to set-off, without any notice, any sum owing to it by the Customer and/ or any loss, damage or expenses suffered by it from the cash deposit, and/ or call upon the bank guarantee without notice to the Customer, as

the case may be depending on whether a cash deposit and/ or a bank guarantee is furnished by the Customer to 360FS. If the Customer fails to comply with any of these provisions, 360FS may commence legal action against the Customer in which case the Customer shall be responsible for all charges and fees leading to and arising from the legal action, including all legal costs on an indemnity basis as between lawyer and client.

IMPORTANT NOTICE

When ordering 360FS's services you, as "Shipper", are agreeing, on your behalf and on behalf of the receiver of the Shipment ("Receiver") and anyone else with an interest in the Shipment that these Terms and Conditions shall apply. "Shipment" means all documents or parcels that travel under one waybill and which may be carried by any means 360FS chooses, including air, road or any other carrier. A "waybill" shall include any Shipment identifier or document produced by 360FS or Shipper automated systems such as a label, barcode, waybill or consignment note as well as any electronic version thereof. Every Shipment is transported on a limited liability basis as provided herein. If Shipper requires greater protection, then insurance may be arranged at an additional cost.

Customs Clearance

360FS may perform any of the following activities on Shipper's or Receiver's behalf in order to provide its services

- (1) complete any documents, amend product or service codes, and pay any duties, taxes or penalties required under applicable laws and regulations ("Customs Duties"),
- (2) act as Shipper's forwarding agent for customs and export control purposes and as Receiver solely for the of designating a customs broker to perform customs clearance and entry and purpose of designating a customs broker to perform customs clearance and entry and
- (3) redirect the Shipment to Receiver's customs broker or other address upon request by any person who 360FS believes in its reasonable opinion to be authorized.

Unacceptable Shipments

A Shipment is deemed unacceptable if:

- no customs declaration is made when required by applicable customs regulations,
- it contains counterfeit goods, animals, bullion, currency, gem stones; weapons, explosives and ammunition; human remains; illegal items, such as ivory and narcotics,
- it is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Transport Association), ICAO (International Civil Aviation Organization), ADR (European Road Transport Regulation on dangerous goods) or other relevant organization ("Dangerous Goods"),
- its address is incorrect or not properly marked or its packaging is defective or inadequate to ensure safe transportation with ordinary care in handling,
- it contains any other item which 360FS decides cannot be carried safely or legally.

Deliveries and Undeliverables

Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Receiver's address given by Shipper but not necessarily to the named Receiver personally. Shipments to addresses with a central receiving area will be delivered to that area.

360FS may notify Receiver of an upcoming delivery or a missed delivery. Receiver may be offered alternative delivery options such as delivery on another day, no signature required, redirection or collection at a 360FS Service Point. Shipper may exclude certain delivery options on request.

If the Shipment is deemed to be unacceptable as described in Section 2, or it has been undervalued for customs purposes, or Receiver cannot be reasonably identified or located, or Receiver refuses delivery or to pay Customs Duties or other Shipment charges, 360FS shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against Customs Duties, Shipment charges and related administrative costs with the balance of the proceeds of a sale to be returned to Shipper. 360FS shall have the right to destroy any Shipment which any law prevents 360FS from returning to Shipper as well as any Shipment of Dangerous Goods.

Shipment Insurance

360FS may be able to arrange insurance covering the value in respect of loss of or damage to the Shipment, provided that the Shipper so instructs 360FS in writing, including by completing the insurance section on the front of the waybill or by 360FS's automated systems and pays the applicable premium. Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays.

Circumstances Beyond 360FS's Control

360FS is not liable for any loss or damage arising out of circumstances beyond 360FS's control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to 360FS; any act or omission by a person not employed or contracted by 360FS - e.g. Shipper, Receiver, third party, customs or other government official; "Force Majeure" - e.g. earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, civil commotion, or industrial action.

Shipper's Warranties and Indemnities

Shipper shall indemnify and hold 360FS harmless for any loss or damage arising out of Shipper's failure to comply with the following warranties and representations:

Inspection

360FS has the right to open and inspect a Shipment without notice for safety, security, customs or other regulatory reasons.

Shipment Charges and Fees

360FS's Shipment charges are calculated according to the higher of actual or volumetric weight per piece and any piece may be re-weighed and re-measured by 360FS to confirm this calculation. Shipper, or the Receiver when 360FS acts on Receiver's behalf, shall pay or reimburse 360FS for all Shipment or other charges due, or Customs Duties owed for services provided by 360FS or incurred by 360FS on Shipper's or Receiver's behalf. Payment of Customs Duties may be requested prior to delivery.

If 360FS uses its credit with the Customs Authorities or advances any Customs Duties on behalf of a Receiver who does not have an account with 360FS, 360FS shall be entitled to assess a fee.

Routing

Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places.

Governing Law

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of 360FS, to the non-exclusive jurisdiction of the courts of, and governed by the law of the country of origin of the Shipment and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.

360FS's Liability

360FS's liability in respect of any one Shipment transported by air (including ancillary road transport or stops en route) is limited by the Montreal Convention or the Warsaw Convention as applicable, or in the absence of such Convention, to the lower of (i) the current market or declared value, or (ii) 22 Special Drawing Rights per kilogram (approximately SGD 10.00 per kilogram). Such limits shall also apply to all other forms of transportation, except where Shipments are carried only by road, when the limits below apply.

For cross border Shipments transported by road, 360FS's liability is or shall be deemed to be limited by the Convention for the International Carriage of Goods by Road (CMR) to the lower of (i) current market value or declared value.



360 FREIGHT SOLUTIONS PTE LTD

全方位物流工作室

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