

General Terms & Conditions

A. General Terms & Conditions for Shui Fong Shipbroking Pte Ltd (as agent) & its Affiliated company (as agent)

These General Terms & Conditions form the Agreement between you (Principle) and Shui Fong Shipbroking Pte Ltd (as agent)and/or the relevant Affiliate providing the particular Service may be added to or changed by Service Specific Terms & Conditions for certain of our services, which you may use. These terms & conditions may change at any time at our discretion without any notice in any form.

B. Types of Services

Our services as following :

- 1) Ship agency
- 2) Ship supply
- 3) Ship broking , Ship Chartering

We may decline acceptance of your application at our discretion.

C. Cost & Expenses - All to be for Principle account

- a. For ship agency service .
Basic agency fees 1st 48 hours & subsequent daily fees

Others charges Including Port authority charges & various charges, fees, cost / expenses as required

(Breakdown of our standard tariff & Rate of charges as per Addendum No. 1 , 2 3 etc...)

- b. Ship supplies – charges to refer quotation of offer
- c. Ship broking & Ship chartering – charges to refer quotation of offer

D. Paying for the Services

Once Services rendered, you are liable for the Charges for such Services you have applied for and incurred under your account whether the Services are used by you or someone else. Charges will be calculated based on our records or, where applicable, we will send you a bill at end of our services. However, we may send you bills at such intervals as we deem appropriate. All Charges are due as soon as the bill is issued. Each bill must be settled by the payment date set out in it. Unless otherwise stated in the bill or elsewhere, all Charges are payable in Singapore dollars. In the absence of fraud or manifest error, subject to item (C) as abovementioned, we may rely on each bill as conclusive evidence against you of the accuracy, completeness and truth of all matters

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stated in it. You are responsible for paying all Charges without any counterclaim, deduction, set off or withholding.

If we agree there is a mistake in your bill, we will adjust your next bill accordingly. If you have paid a bill for a post paid service and subsequently choose to contest it, any such dispute must be raised by you in writing to us not later than (7) seven days from the date of that bill. If you have paid for a bill for a pre-paid Service and subsequently choose to contest it, any dispute must be raised by you in writing to us not later than (7) seven days from the date of your payment.

We will not be liable to you in any way and you must make payment for outstanding amounts in cash, cheque or bank draft immediately together with any administrative fees for the failed transaction.

You are responsible for all Taxes. If you are required under any law to deduct or withhold any sum as Taxes imposed on any amount payable to us, the amount payable to us must be increased by such amount necessary to ensure that we will receive a net amount equal to the amount which we would have received in the absence of any such deduction or withholding.

If you are late in paying or do not pay a bill for any Service, we may, at our discretion, suspend, restrict or terminate any or all of the Services that we provide to you and charge you administrative fees and/or late payment interest or fee as set out in item (C) as abovementioned. In addition, we may, at our discretion, also require you to pay on demand all sums due under any other agreements or accounts you have with us. If we claim against you for failing to pay any bill, you are liable for all our legal costs & others related expenses.

E. Proforma Invoice

Such invoice only reflects our estimated as preliminary cost, expenses & charges, hence is subject to our final invoice(s) for all services render. The final invoice(s) will be our final bill(s). Proforma invoice & final invoice may vary in all cost, expenses & charges due to changes in actual operations & service (s) taken place, service(s) rendering & time taken much longer than initial estimation in the proforma invoice, also may due to actual operations deviating from the initial estimated preliminary costs, expenses & charges. All expenses are always subjected to our standard terms & conditions of service(s).

F. Deposit

We may, at our discretion, require a deposit as security for the performance of your obligations to us. We may, at our discretion, require you to increase this deposit from time to time. You cannot require us to apply this deposit in payment of any Charges. We may, at our discretion, use this deposit at any time as we deem appropriate to offset any outstanding Charges and any amounts due under any of your accounts with us. Any remaining balance will be refunded to you without interest after this Agreement is terminated and you have paid all outstanding amounts due, accruing or payable to us. A deposit does not relief you from your obligations to pay any Charges, nor does it constitute a waiver of our rights to suspend or terminate any Service due to non-payment.

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G. Your Responsibilities

You are responsible for the use of the Services and required to :

- a. provide accurate and complete information to us and inform us immediately of any changes in any particulars or information given to us in your application for the Services including but not limited to any changes in address and/or contact particulars;
- b. continue to be responsible for and pay all Charges relating to the period of any suspension, interruption or loss of the Services
- c. comply with all applicable laws, rules and regulations and any requirements or restrictions which we may impose on the use of the Services.

H. Indemnity

You must indemnify us, our Affiliates, employees, directors and agents against all claims, damages, losses and liabilities resulting from your use of the Services, your negligence, omission, act or breach of this Agreement.

I. Liability

The Services are provided on an "as is" and "as available" basis and you agree that you use the Services at your sole risk. We expressly disclaim all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, and fitness for a particular purpose and non-infringement, to the fullest extent allowed by law. No advice or information whether oral or written, obtained by you from us or through the Services will create any warranty not expressly set out in this Agreement. Under no circumstances will we or any of the parties listed above be liable for any special, indirect or consequential damages including loss of profits, revenue, business and anticipated savings. Shui Fong Shipbroking Pte Ltd (as agent) may perform any of its obligations or exercise any of its rights under this Agreement by itself or through Shui Fong Shipbroking Pte Ltd (as agent) . However, any act or omission of any such other Affiliate is deemed the act or omission of the party providing the Services.

J. Additions, Changes & Cancellation

Unless otherwise stated in the Service Specific Terms & Conditions or otherwise agreed, you may apply for additional Services or request for changes to be made to existing Services in writing (for Services provided by Shui Fong Shipbroking Pte Ltd , as agent), in writing by fax or post . There may be a Charge if you cancel or change any order or Services. We may from time to time change any of these Terms & Conditions (including the Service Specific Terms & Conditions) and/or such other terms and conditions agreed or accepted by you (including, without limitation, our tariffs, Charges and payment terms). We may also from time to time withdraw, suspend, or change any of the Services. Your continued use of the Services will constitute acceptance of the changes and this Agreement.

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K. Matters beyond Our Control

We will not be liable for any delay or failure in performance under this Agreement resulting from matters beyond our control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, lightning, equipment failure, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees) or epidemics of infectious diseases.

L. Non-waiver

No failure or delay by us to exercise or enforce any of our rights under this Agreement will operate as a waiver of such rights nor will such failure or delay in way prejudice or affect our right at any time thereafter to act strictly in accordance with our rights under this Agreement.

M. Interpretation

If there is any conflict or inconsistency between any provision of the Service Specific Terms & Conditions and any provision of these General Terms & Conditions, such conflict or inconsistency will be resolved in a manner most favourable to us. However, if such conflict or inconsistency cannot be so resolved, the provisions of the Service Specific Terms & Conditions will prevail over the provisions of these General Terms & Conditions.

N. Applicable Laws

The laws of Singapore will govern this Agreement. Any processes or judgement may be given to you in the same way as notices under this Agreement. This Agreement is subject to the Act and any applicable subsidiary legislation, rules or regulations. It is also subject to any directives and orders of the relevant Regulatory Authority and to the terms and conditions of the licence(s) granted to us under the Act. Any action or proceedings may be brought and enforced in the courts of Singapore or any other jurisdiction where you or any of your property may be found and you irrevocably submit to the jurisdiction of such courts in respect of any action or proceedings against or involving you relating to this Agreement. Either party may also refer any dispute relating to the Services to the Small Claims Tribunal and/or arbitration.

The laws of Singapore will govern this Agreement even if service is done outside of Singapore .

O. What these words mean in this Agreement

"Act" - the local regulation or Act or as applicable, the (Port) or any services provider , the Singapore Port authority Act, or ministry regulations or requirements , may or may not be regulated or governmental body as may be changed from time to time.

Shui Fong Shipbroking Pte Ltd ,
(Incorporated in Singapore ., Co Reg. No. 199708685D)
Address : 8 Boon Lay Way , # 04-09 Tradehub21 Singapore ,
(Postal Code : 609964)

Ref : sfs-sf- 001

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"Affiliate" - any related or associate company of Shui Fong Shipbroking Pte Ltd (as agent) including their successors, assigns employees and agents.

"Agreement" - the agreement between you and us comprising the General Terms & Conditions, the Service Specific Terms & Conditions, any documents referred to in these Terms & Conditions,

"Taxes" - any and all taxes, goods and services tax, duties, levies and other similar charges imposed under any law in respect of the provision of the Services or on any Charges or payment due from or payable by you to us.

" Principle " - The Company who is responsible & request for service(s)

END