



DECLINE OF INSURANCE COVER

Asian Tigers recommends clients to insure their possessions whilst in our care and offers to do so by charging a premium.

*Clients **not** requiring insurance coverage through Asian Tigers should indicate by signing and returning this form. In this way Asian Tigers can be sure that no request for coverage is required.*

This is to confirm that I/we (please insert name) _____ will **not require to insure** the goods to be moved, shipped or stored by using Asian Tigers insurers.

I/we will therefore act as my/our own insurers during the course of the move/storage (and/or during any related services)

or

I/we will arrange alternative insurance coverage.

Note : In the case of a move coming into Storage, we will only accept storage that is insured with us or with another insurer. Please indicate the name & contact details of the insurer here :

Storage that is uninsured is not accepted.

By declining Asian Tigers offer to arrange insurance cover I/we agree that Asian Tigers liability in any event will be limited to their published "terms and conditions" (copy upon request) and understand that Asian Tigers will not accept any claim for damage or loss above their limit of liability.

And furthermore

I/we agree to indemnify Asian Tigers against any claim or subrogation claim in excess of the liability as stated in their terms and conditions.

Asian Tigers limit of liability is US\$ 0.60 per article per pound (lb weight).

Signature _____

Full Name _____

Date _____

Company _____

Company Stamp (If appropriate)



TERMS AND CONDITIONS

These conditions explain your rights, obligations and responsibilities, and those of Transpo International Ltd. A contract is a two-way agreement and it is important that everyone knows where they stand. Where we use the word "Company" it means Transpo International Ltd. Where we use the words "Customer or Consignor" it means you. IN THE ABSENCE OF A SPECIAL CONTRACT CONTAINING SPECIAL CONDITIONS THE FOLLOWING ARE THE ONLY CONDITIONS ON WHICH TRANSPO INTERNATIONAL LTD. CONTRACT, CARRY ON BUSINESS OR OPERATE.

INTERPRETATION

1. In this Terms and Conditions "The Company" means Transpo International Ltd. "Customer" or "Consignor" means The person who requests the company to contract or perform any service or operational and includes the owner. "Person" includes A firm or company "Conveyance" includes Trucks, van, trailer, train ship, barge, lighter, aircraft, auto and "Convey" means convey or conveyance and includes dispatch by post. "Expenses" include The Company's charges and disbursement, freight charges, warehouse rent, cost of insurance (if any) and any duties, customs fees or charges, fines, penalties, etc., payable under or by the laws of any country through which the goods go or pass.

POSITION OF COMPANY

2. The Company is a forwarding agent and not a common carrier and does not accept any liability of a common carrier.
3. No agents or persons employed by the Company other than those expressly authorized in writing by the Company for that purpose shall have any authority to alter, vary or qualify in any way, any of these conditions.
4. A customer will be presumed unless the contrary is made know to the Company at the time, to be the owner of or otherwise fully authorized to deal with the goods and in any event shall indemnify the Company against all claim arising from the goods paramount to that of the customer.

COMPANY'S RIGHT AND POWERS

5. (a) The Company for any part or parts of the transportation of the goods may use or arrange for the use of any conveyance or conveyances, and for such purposes may employ as sub-contractors or agents any conveyance owner on such conveyance owner's usual terms or as may be agreed between the Company and such conveyance owner, but entirely without prejudice to the rights, powers, and immunities which the Company enjoys under these conditions. In employing any conveyance owner the Company shall act and shall be deemed to act as agent for the customer.
(b) The Company may convey or arrange to convey the goods by any route or routes (whether usual or not), and has sole discretion in the selection of the vessel or vessels used.
(c) The goods may be conveyed or their conveyance arranged for separately, and, if and when the Company in their discretion thinks fit, as part of a larger package or consignment.
(d) The Company may at any time require proof of the nature, condition, quantity, weight, or value of the goods or any of them, not withstanding any prior declaration by the customer.
6. Unless previously agreed in writing, the following items must not be submitted for removal or storage and will under no circumstances be moved or stored by the Company. In the event the Company unknowingly removes such goods, they will not accept liability for loss or damage wholly or mainly attributed to the special nature of the goods concerned. The items listed below may present risks to health, safety, fire and other risks, and the Consignor should make their own arrangement for their transport and storage.
(a) Prohibited and stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.
(b) Jewelry, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of any kind.
(c) Plants or goods likely to encourage vermin or other pests or to cause infestations or contaminations.
(d) Perishable items and/or those requiring a controlled environment.
(e) Any animals, birds or fish.
(f) Goods which require special license or government permission for export or import.
7. The Company reviews our storage charges periodically. The Customer will be given three months' notice in writing of any increases.
8. If payment of the charges relating to Customer's goods is in arrears, and the Company has given three months' prior notice, the Company is entitled to require Customer to remove goods from our custody and pay all money due to us. In case of failure to pay all outstanding amounts, the Company may sell or dispose of some or all of your goods without further notice. The cost of the sale or disposal will be charged to the Customer. The net proceeds will be credited to your account and any eventual surplus will be paid to the Customer without interest. If the full amount due is not received, the Company may seek to recover the balance from you.

CUSTOMERS OBLIGATIONS AND LIABILITIES

9. The Consignor shall be liable to the Company for all expenses except and insofar as same are prepaid without prejudice to any of the Company's rights against the Consignee or any other person.
10. If the Consignor submits such goods (as outlined in clause 6) without the Company's knowledge, the Company will not be liable for any loss or damage and the Consignor will indemnify the Company against any charges, expenses, damages or penalties claimed against them.
11. All expenses shall be prepaid prior to delivery of the shipment. The Company has the right to hold all goods pending processing of payment of all expenses. Any additional expenses incurred as a result of delay in payment will be for the account of the Consignor. The company may at any time require an account of their expenses. In respect of all sums which are overdue to us, we will charge interest on a daily basis calculated at 3% per annum above of the prevailing base rate for the time being of the Bank of Thailand.
12. If the goods be stopped or rerouted in transit, refused, or delivery not taken, the cost of any additional carriage, conveyance, storage and any other consequential service will be charged to and payable by the Consignor.
13. Obtain, at the Consignor's own expense, all documents, permits, permissions, licenses and customs documents necessary for the removal to be completed.
14. General Average shall be payable by the Consignor according to the terms of the bill of lading issued by the owner or operator of the vessel transporting the goods.
15. When sending goods to be stored, the Consignor must provide an address for correspondence and notify us if it changes. All correspondence and notices will be considered to have been received by you seven days after sending it to your last recorded address. In case of failure to provide an address or respond to our correspondence or notices, the Company may publish such notices in a public newspaper in the area to or from which the goods were removed. Such notices will be considered to have been received by the Consignor seven days after the publication date of the newspaper.
16. Where the Company produce a list of goods (inventory), or a receipt, and send it to the Consignor, it will be accepted as accurate unless the Consignor notify the Company in writing

within 10 days of the date of our sending it, or a reasonable period of time agreed to by both parties, notifying the Company of any errors or omissions.

17. The Consignor is recommended to back up his or her electronic storage devices (computers, hard drives, etc.) prior to shipment or storage, and to personally retain the backup copies. The Company will not be liable for any digital content that is lost or destroyed during the course of shipment or storage.

COMPANY IMMUNITIES AND LIABILITIES

18. The Company shall not be liable whatever for any damage, loss, delay in delivery, mis-delivery, or detention (how, when and where caused or arising and whether caused or arising during or in course of deviation from route) to or of goods unless caused by will full neglect or default while the goods are in the actual custody of the Company and for no other neglect or default or other matter or thing whatsoever or howsoever arising. The Company shall not be under any responsibility for any such damage or loss etc. as it last mentioned to any goods beyond the limit specified in condition 15. The Company shall not be liable for any act of jettisoning, abandoning, unloading, destroying or otherwise dealing with the goods or any of them which a c t in the opinion of the Company in necessary or advise for the safety for the security of any person or property.
19. The Company is not liable or responsible in any capacity or manner whatever for any loss or damage to the goods whilst the goods are in transit, possession, control or custody of the steamship companies, railways, airlines, van lines, or other carrier or when any loss or damage to the goods is due to any Act of God, war, civil or labor disturbances, mutiny, seizure, detention, forfeiture by governments, states, rulers, princes, ports, authorities or other body, from an act, omission or order of the shipper, from insects, moth, vermin and ordinary wear and tear from defect for inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein.
20. The Company's liability begins from the time of receipt of the goods in the contracted condition and terminates at the time of delivery to other carriers or the consignee.
21. The Company shall be discharged from liability or obligation absolutely upon the delivery of the goods to the consignees or their agents.
22. In the event that the Company shall be found liable for any loss or damage to the goods, it is hereby agreed the limit of liability of the Company shall not in any case exceed a maximum of US\$ 0.60 per pound per article.

CLAIMS

23. Notwithstanding and without prejudice to conditions 11, 12, 13, 14, and 15 it is a condition precedent of the Company's liability hereunder that any claim must be notified in writing to the Company at its business address in such detail as the Company may reasonably require and that such notification must in the case of claims relating to goods alleged to be damaged be made within seven days after delivery, or in the case of claims relating to loss or non-delivery be made within thirty days after the due date of delivery.

RATES

24. Rates quoted are for the conveyance to all parts of the world of goods consisting of ordinary merchandise. Consignors are responsible for the payment of any increase in rates, freights, premiums or other charges which may be imposed after the acceptance of quotation, for lighterage, wharfage, demurrage, customs duties, local taxes and other government charges additional to the rates for carriage unless otherwise stated.
25. The Company may change the rates or make additional charges if circumstances are found to apply which have not been taken into account when preparing the quotation. These include:
(a) Costs increasing (or decreasing) because of currency fluctuations or changes in taxation or freight charges beyond the Company's control;
(b) The work is carried out on a Saturday, Sunday or public holiday or outside normal hours (08:00-17:00) at the Consignor's request;
(c) The Company supplies any additional services, i.e. moving or storing extra goods, and;
(d) There are delays or events outside the Company's reasonable control which increase or extend the resources or time allowed to complete the agreed work.
26. If you postpone or cancel this Agreement, we will charge you according to how much notice is given. 'Working days' refer to the normal working week of Monday to Saturday (Saturday 08.30 – 12.30 hrs) and excludes Sundays and Public Holidays. More than 10 working days before the removal was due to start: No charge. Between 5 and 10 working days inclusive before the removal was due to start: not more than 25% of the removal charge. Less than 5 working days before the removal was due to start: not more than 50% of the removal charge.
27. Works not include in the rates (unless agreed by in writing). The Company will not:
(a) Dismantle or reassemble unit or system furniture, fitments or fittings, and/or;
(b) Disconnect, reconnect, dismantle or reassemble appliances, fixtures or equipment.

COMPANY'S LIEN

28. All goods received for transportation by the company or its agents shall be held by them subject to a general lien and right of detention for money due to the company whether in respect of the forwarding, of those or other goods or for other charges or costs payable by the owner of the goods, and if the general lien is not satisfied within 14 days from the day when expenses become payable, the goods will be sold by auction or otherwise and the proceeds of sales applied to the satisfaction of the lien and expenses.

INSURANCE

29. No insurance of the goods, for any risk, shall be affected by the company without prior written instructions and additional payment for the premium and other charges.

Nothing in this documents or elsewhere shall be deemed to be a waiver or surrender by Transpo International Ltd. of their rights, immunities, exemption of liability or responsibility provided by statute or otherwise, presently or in the future.