

**Variation to Standard Trading Conditions dated 1<sup>st</sup> June 2000 (STC Rev. 1)**  
**Revised / Effective Date: 26 March 2025**

**1. PURPOSE**

This document records and communicates the approved variations to the Standard Trading Conditions (STC) originally issued on 1<sup>st</sup> June 2000, and shall be read together with and form an integral part of the STC.

**2. DETAILS OF VARIATION**

The existing provisions shall be varied and/or amended as set out below:

Article	Existing Provision	Amended Provision
<b>Article XV</b> <b>Limit of Liability</b>	<p>i. The Carrier's limit of liability under this Contract and any other laws, regulations, statutory enactments and <b>bye-laws</b> either locally or internationally pertaining to any matter relevant to the goods, obligations and duties of the Carrier shall not exceed Malaysian Ringgit <b>RM3.00/kg (Malaysian Three Ringgit)</b> of gross weight of Goods lost or damaged during the Performance of the Contract. If the gross weight of Goods declared to the Carrier is lower than the actual gross weight of the same, compensation shall only correspond to the gross weight of Goods lost or damaged declared and not the actual gross weight of the same.</p> <p>iii. The Carrier reserves its full discretion in making compensation only to deserving cases and the Malaysian Ringgit <b>RM3.00</b> compensation per gross weight in kilogram of Goods lost or damaged is not the fixed value to be computed, rather it only serves as a ceiling on the maximum amount of Ringgit per kilogram to be applied where the Customer is able to prove liability.</p> <p>vi. It is expressly agreed that in any one claim deserving of compensation shall not exceed the actual value of the Goods lost or damaged, failing which the computation of Malaysian Ringgit <b>RM3.00</b> shall not apply but only the actual value of the Goods lost or damaged taking into account the current market value of the Goods, depreciation and other relevant considerations thereto.</p>	<p>i. The Carrier's limit of liability under this Contract and any other laws, regulations, statutory enactments and <b>by-laws</b> either locally or internationally pertaining to any matter relevant to the goods, obligations and duties of the Carrier shall not exceed Malaysian Ringgit <b>RM5.00/kg (Malaysian Five Ringgit)</b> of gross weight of Goods lost or damaged during the Performance of the Contract. If the gross weight of Goods declared to the Carrier is lower than the actual gross weight of the same, compensation shall only correspond to the gross weight of Goods lost or damaged declared and not the actual gross weight of the same.</p> <p>iii. The Carrier reserves its full discretion in making compensation only to deserving cases and the Malaysian Ringgit <b>RM5.00</b> compensation per gross weight in kilogram of Goods lost or damaged is not the fixed value to be computed, rather it only serves as a ceiling on the maximum amount of Ringgit per kilogram to be applied where the Customer is able to prove liability.</p> <p>vi. It is expressly agreed that in any one claim deserving of compensation shall not exceed the actual value of the Goods lost or damaged, failing which the computation of Malaysian Ringgit <b>RM5.00</b> shall not apply but only the actual value of the Goods lost or damaged taking into account the current market value of the Goods, depreciation</p>

Article	Existing Provision	Amended Provision
<b>Article XV</b> <b>Limit of Liability</b>	<p>vii. The Customer shall be entitled at any time before the commencement of Transit to give seven (07) days written notice to the Carrier requiring that the aforesaid <b>RM3.00 (Malaysian Three Ringgit)</b> per kilogram of gross weight be increased but not so as to exceed the value of the Goods and in the event of such notice being given the Carrier shall within the said seven (07) days exercise its discretion to agree or not to agree with the Customer or to reach a common mutual agreement with the latter in consideration of the increased limit.</p>	<p>and other relevant considerations thereto.</p> <p>vii. The Customer shall be entitled at any time before the commencement of Transit to give seven (07) days written notice to the Carrier requiring that the aforesaid <b>RM5.00 (Malaysian Five Ringgit)</b> per kilogram of gross weight be increased but not so as to exceed the value of the Goods and in the event of such notice being given the Carrier shall within the said seven (07) days exercise its discretion to agree or not to agree with the Customer or to reach a common mutual agreement with the latter in consideration of the increased limit.</p>
<b>Article XVI</b> <b>Compensation Claims</b>	<p>i. In the event of any incident of loss or damage of Goods or Containers or any incidents leading to a reasonable inference of the same, the Customer shall <b>immediately inform the Carrier of such incidences within twenty-four (24) hours from the time of occurrence of the same</b>, failing which the Carrier reserves the right to reject any claim under this Contract.</p> <p>ii. All formal claims by the Customer must be <b>made within fourteen (14) days from the date of any incidents giving rise to the same or the date the Performance of the Contract was effected or the date where both parties to the Contract have stopped carrying out their obligation to the same therein.</b></p>	<p>i. In the event of any incident of loss or damage of Goods or Containers or any incidents leading to a reasonable inference of the same, the Customer shall <b>immediately inform the Carrier of such incidences within seven (7) days from the time of occurrence of the same</b>, failing which the Carrier reserves the right to reject any claim under this Contract.</p> <p>ii. <b>All formal claims submitted by the Customer shall be supported by relevant documents (as required by the Carrier from time to time) within thirty (30) days from the date of any incidents. Should the timeline stipulated herein be incapable of being met, the Customer may submit a formal written request for an extension of time, which shall be subject to the prior written consent of the Carrier.</b></p>

### 3. APPLICABILITY

Except for the variations as set out above, all other terms and conditions of the STC shall remain unchanged and in force.