

PAN MALAYSIAN LORRY OWNER'S ASSOCIATION

STANDARD TRANSPORTATION CONDITIONS

1.
 - (a) All the terms and conditions set out herein shall apply to all lorry transportations business or services as between a PMLOA member and its customer or customers
 - (b) "A PMLOA member" means a qualified member of the Pan Malaysian Lorry Owners Association, which definition shall include a qualified member of its state organization in each state of Malaysia.
 - (c) All the terms and conditions as set out herein shall be deemed to be automatically incorporated into the contract for transportation service between a PMLOA member and its customer or customers.
 - (d) The terms and conditions herein set out were approved by the AGM of PMLOA held on the 30th April 1994 pursuant to Chapter 8 Rule 38(a) of the PMLOA's constitution. No alteration shall be allowed. Any alteration or amendment to these terms and conditions shall be subject to approval of the AGM of PMLOA.
2. These terms and conditions shall be subject to all the provisions of the existing law currently in force. In the event that any part of these terms and conditions is in conflict with or repugnant to any provision of the existing law currently in force, then and in every such a case, such part of the terms and conditions shall be void to that extent only but no further.
3. Subject to the provisions of the RTO/RTA ACT currently in force in Malaysia, the freight rates charged in respect of all transportation services for goods shall be negotiated and mutually agreed upon by a PMLOA member and its customer.
4. The customer entering into any contract for services with a PMLOA member in respect of the transportation services or any other related transaction of any kind whatsoever shall hereby expressly :-
 - (a) warrant that he is either the legal or beneficial owner of the goods to be transported or its authorized servant or agent; and
 - (b) further warrant that he or its authorized servant or agent has agreed to accept and be subject to these terms and conditions not only for himself but also as the agent for, and on behalf of all or any person or persons whatsoever who is/are or may subsequently become interested in the goods in any way whatsoever so transported by the PMLOA member.
5. The PMLOA member shall decide at its absolute discretion the mode of transportation of the goods without any interference whatsoever from its customer.
6. Subject to express instructions in writing having been first given by its customer to the PMLOA member, the PMLOA member shall have the absolute discretion to decide the means, route and procedure to be followed in the handling and transportation of the goods
7. The customer hereby expressly warrants the accuracy of the description, values, weights and all other related particulars of the goods so furnished by the customer to the PMLOA member for all purposes of the Custom Department and all other appropriate authorities and hereby expressly undertakes to indemnify and keep fully indemnified the PMLOA member against all claims, liabilities, loss, damages, actions and proceedings whatsoever arising from any inaccuracy or omission on the part of the customer, whether or not such inaccuracy or omission is due to any negligence or neglect.
8. The customer shall be responsible for the payment of all tolls, levies, custom duties or outlays of any kind whatsoever to be levied or imposed by the appropriate authorities at any port or place in respect of the transportation of the goods.
9. The customer shall be responsible for all the payments to the PMLOA member of all the freights, duties, charges or other expenses in respect of the customer's goods accepted and transported by the PMLOA member irrespective of whether such payments are to be made by either the customer or its consignee or consignees. If any such payment which is due is not collected by the PMLOA member, the customer shall remain and continue to remain responsible for such payment if the same has not been paid by its consignee or consignees.

10. No insurance will be effected except upon express instructions in writing first being given by the customer to the PMLOA member and all such insurances effected by the PMLOA member are subject to the usual exceptions and conditions of the policies of the insurance companies or underwriters taking the risks. All insurance premiums are to be solely borne by the customer or its consignee or consignees absolutely.
11. It is hereby expressly declared and agreed by the PMLOA member and its customer or customers that the PMLOA member shall only be responsible for the loss or damage to the goods or for its nondelivery or misdelivery provided that it is first proved that such loss damage nondelivery or misdelivery has occurred whilst the goods so transported by the PMLOA member were in the actual custody and control of the PMLOA member during transit, save and except that such loss, damage or nondelivery is caused by theft, fire, flood, accident, riot, civil disturbance or the Acts of God whatsoever and howsoever.
12. In the event the goods so transported by a PMLOA member are subsequently rejected and returned by its consignee or consignees for any reason whatsoever, then and in every such a case the customer shall be responsible for the payment to the PMLOA member of the 2-way transportation freight charges including all the incidental costs and expenses and other charges, if any, incurred in connection with the necessary bailment, storage, maintenance and custody of such goods.
13. Further and without prejudice to the generality of the preceding conditions, a PMLOA member in particular shall not in any event, whether under conditions 10 or 11 or otherwise, be under any liability whatsoever to its customer for any consequential loss arising from or caused by any loss of market due to fire or flood or delay or deviation howsoever.
14. IN NO CASE SHALL ANY CLAIM FOR COMPENSATION WHATSOEVER BY ITS CUSTOMER OR CUSTOMERS INCLUDING SUBROGATION CLAIM IF ANY AGAINST A PMLOA MEMBER EXCEED THE TOTAL VALUE OF ITS CUSTOMER'S GOODS TRANSPORTED SUBJECT TO A MAXIMUM LIABILITY OF NOT EXCEEDING RM1,000.00 PER LORRY/TRAILER LOAD. IN THE EVENT EACH LORRY/TRAILER LOAD CONSISTS OF MORE THAN ONE CONSIGNMENT, SUCH COMPENSATION SHALL BE PROPORTIONATELY DISTRIBUTED AMONG THE CONSIGNORS AND/OR CONSIGNEES CONCERNED WITHOUT ANY FURTHER PAYMENT FROM THE PMLOA MEMBER.
15. (a) A PMLOA member shall in any event be discharged from all its liabilities in the following circumstances :-
 - (i) After delivery of the goods by the PMLOA member or its servants or agents to its customer or the consignee and consignees of the customer, and
 - (ii) Nondelivery of the goods (however caused) unless notice in writing of such nondelivery is received by the PMLOA member from its customer within Three (3) days after the end of each transit of such cargoes.
- (b) All goods transported and delivered shall be acknowledged receipt of the same by the consignee or consignees of the customer or its/their authorized agent(s) or servant(s) by the way of affixing the signature together with the chop of the consignee to the relevant delivery note(s) and/or transport bill(s).
16. (a) No noxious, dangerous, hazardous, inflammable or explosive goods of whatever nature or any other goods which are likely to cause damage shall be offered by its customer to the PMLOA member for the delivery or transportation of the same to any part of Malaysia except in cases where the requisite approval in writing from the relevant authority or authorities under special arrangement has previously been obtained.
- (b) In the event the customer has obtained or caused the delivery of any of the above-said goods to a PMLOA member for transportation of the same without the requisite approval in writing being first obtained by the customer from the relevant authority or authorities, then and in every such a case the customer shall be fully liable for any claim, liability action, proceedings, loss or damages whatsoever arising from or caused by the transportation of such goods.

- (c) A customer shall indemnify and keep fully indemnified the PMLOA member against all claims, liabilities, actions, proceedings, loss or damages including all penalties, costs and expenses incidental thereto in the event of any breach of the above-said condition on the customer or its servant or agent.
 - (d) A PMLOA member or its servant or agent may at its sole absolute discretion dispose of or otherwise deal with any of the above-said goods in any manner the PMLOA member shall deem fit if such goods are at the material time found to be in the custody of the PMLOA member or its servant or agent.
17. Without prejudice to the above-said condition No.2, a PMLOA member shall have the right to enforce any liability of its customer under these terms and conditions or to recover any sums payable by its customer not under these terms and conditions not only against or from the sender and/or consignee and/or owner of the goods. All sums shall be paid to the PMLOA member immediately as they fall due without deduction and that payment shall not be withheld or deferred on account of any claim, counterclaim or set-off whatsoever.
 18. All goods transported by a PMLOA member (and documents relating to the goods) shall be subject to a particular and general lien and right of detention of the PMLOA member for monies due from the customer or its consignee or consignees either in respect of such goods or for any particular or general balance or other monies due from the customer or its sender, consignee or owner to the PMLOA member. If any sum of monies due to the PMLOA member is not paid within fourteen (14) days after notice of demand in writing has been given to the person from whom such sum of the monies is due resulting in such goods being detained, the detained goods may be sold by auction or otherwise dealt with by the PMLOA member at the sole discretion of the PMLOA member at the sole cost and expenses of such person, and the net proceeds thereof shall be applied in or towards satisfaction of such debts or any part thereof.
 19. In addition to and without prejudice to the foregoing conditions, a customer hereby undertakes that he shall in any event indemnify the PMLOA member against all claims and liabilities whatsoever suffered or incurred by the PMLOA member arising directly or indirectly from or in connection with the customer's instructions for the transportation of the goods and in particular the customer shall further indemnify the PMLOA member against all claims and liabilities whatsoever of any servant, agent or subcontractor or any haulier, warehouseman or other person whomsoever at any time involving in the transportation of the goods against whom any claim is made directly or indirectly by the customer or consignor or consignee or owner of the goods so transported.
 20. A PMLOA member shall be discharged of all liabilities in respect of goods transported under the above terms and conditions unless a claim is brought against the PMLOA member within a period of 6 (six) MONTHS after the date of delivery of such goods. All claims, in order to be valid, must be renewed before the expiry of the above-said period.
 21. Before commencement of the loading onto the vehicle of a PMLOA member, the customer shall be deemed to have full knowledge and notice of the approved laden capacity of the vehicle concerned. Quantities of cargoes to be loaded shall be in accordance with the specified registered laden capacity of the vehicle concerned. If an offence in overloading has been committed, the customer/ cargo owner or its servant or agent shall be fully responsible for any or all consequences/ PENALTIES WHATSOEVER OR HOWSOEVER arising from the said overloading offence.
 22. These Standard Transportation Terms and Conditions shall be governed by the Malaysian Law. Any difference or dispute or claim or matter whatsoever arising shall be a matter between the PMLOA member and its customer only and shall be settled between the PMLOA member and its customer. The PMLOA shall not be a party to such matters in any way whatsoever.