

## **Main Terms and Conditions of Service for Express Mail Service (EMS)**

The followings are the terms and conditions entered between you, as the Sender and Pos Malaysia Berhad ("PMB"). By using PMB's service, the Sender is agreeing that the Terms and Conditions shall apply from the time that PMB accepts the Item and the Sender shall be deemed to have accepted the terms and conditions herein, with or without signing the Sender Declaration on PL1 Form.

"Items" means all documents or parcels which may be carried by any means that PMB chooses.

### **1. Posting of Original and/or Official Documents**

Posting of original and/or official documents, including but not limited to any national identity registration card, passport, birth/marriage certificate, cheque book, road tax, academic certificates and/or other original and/or official documents, are sent at the Sender's own risk. PMB shall not be liable in any manner whatsoever for the loss and/or damage of any original and/or official documents.

### **2. Posting of Dangerous Goods and Prohibited Items**

Posting of any Dangerous Goods (as defined by the International Air Transport Association Dangerous Goods Regulations (DGR) which includes any amendments, updates or supplements that may be issued from time to time) or Prohibited Items (means any goods and/or items that are prohibited by the laws, regulations and/or authority of the country of origin and/or country of destination) are totally prohibited. PMB reserves the right to amend or change the classes' of goods or items which are categorized as Dangerous Goods or Prohibited Items at any time without prior notice. PMB reserves the right to refuse posting of Items at any time and at its sole and absolute discretion if PMB deems or considers that the contents or any part of the contents of the said item is dangerous or prohibited good or item whether or not the said posting has been accepted by PMB. PMB shall not be liable in any manner whatsoever in the event PMB decides not to accept posting and/or to continue with posting and/or if any posting is returned, destroyed or detained by any authority at the country of origin and/or country of destination.

### **3. Exception of Posting Goods and/or Restricted Items**

Posting of any Dangerous Goods and/or Restricted Items would only be allowed if (i) all the necessary and required approvals, permissions and clearances have been obtained from all relevant authorities from both the country of origin and the country of destination, (ii) the posting of the Dangerous Goods and/or Restricted Items have been declared and accompanied with all original supporting documents evidencing the said approval, permission and clearance. PMB reserves the right to refuse posting at any time at its sole and absolute discretion if PMB deems or considers that the declaration and/or the accompanying supporting documents are incomplete, insufficient and/or inadequate, whether or not the said posting has been accepted by PMB. PMB shall not be liable in any manner whatsoever in the event PMB decides not to accept posting and/or to continue with posting and/or if any posting is returned, destroyed or detained by any authority at the country of origin and/or country of destination.

#### **4. Sender's Obligation**

The Sender is responsible to ensure that the item posted has been labelled and addressed clearly and legibly and wrapped neatly, securely and safely for transportation and able to withstand the handling of courier. PMB will not be liable in any manner whatsoever if it is discovered that the item posted was lost, damaged and/or delayed due to the failure of the Sender in ensuring that item posted has been labelled and addressed clearly and legibly and wrapped neatly, securely and safely notwithstanding the acceptance of PMB for the posting of the item. The Sender is solely responsible and liable for all charges, costs and expenses including but not limited to transportation charges and possible surcharges, customs, duties, assessments including any fees related to our prepayment of the same, government penalties and fines, taxes and lawyers fee's and legal costs and any costs which may be incurred in returning the shipment or warehousing, whilst pending disposition of the same.

#### **5. Declaration of the Content**

Contents and value of items must be declared in a correct and complete form and manner. PMB reserves the right to refuse any posting charge, refund or compensation in the event any information in the consignment note is misleading, incomplete, illegible, confusing, inconsistent with the contents and actual value of the item being declared during posting.

#### **6. Insurance**

Optional insurance coverage offered by PMB is available to the Sender subject to the Sender purchasing the same and paying the full insurance premium. The said insurance coverage is governed by the terms and conditions stated in the insurance coverage in addition to the terms and conditions set forth herein. Should the Sender choose to purchase insurance coverage offered by PMB, the Sender shall ensure that the content of item must be declared in a complete and accurate form and manner. PMB shall not be liable for any insurance claim where inconsistent, inaccurate and incomplete information is given during the time of posting by the Sender. The insurance coverage purchased with PMB is strictly limited to the damage or loss or partial loss of the item and subject to the value sum insured or any value with prior agreement from insurance company. Insurance coverage shall not be liable for any indirect, special, incidental, or consequential loss resulted from delay of delivery (if any).

#### **7. Delayed Delivery**

PMB will make every reasonable effort to deliver items in accordance with PMB's transit time. However, these delivery schedules are not binding and do not form part of the contract. PMB is not liable for any damages, costs or loss caused by delays.

#### **8. Circumstances Beyond PMB's Control**

PMB shall not be liable for any loss for lost, damage, failure or delayed delivery caused by matters or circumstances outside and/or beyond the control and/or power of PMB. These include but not limited to: (a) act of God, disaster such as earthquake, hurricane, flood and others, (b) war, embargo, aeroplane accident, (c) fire or robbery (d) 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

item, even if known to PMB and (e) Items that are seized or detained by the Customs department or any other relevant authority of the country of origin and/or country of destination. The Sender is solely responsible for any tax, duty, fines or penalties that imposed by the Customs Department or any other relevant authority of the country of origin and/or country of destination.

#### **9. Consequential Damage**

PMB shall not be liable for any consequential damages, including but not limited loss arising from loss of contract, profit, revenue, income whether such loss or damage is special or indirect and even if the risk of such loss or damage was brought to PMB's attention before or after acceptance of the items by PMB. or other indirect cost, caused by any delay, damage or lost of content in the Item (whole or part of the content) or the Item.

#### **10. Complaint and/or Claim for Damaged and/or Partially Lost of Contents**

The Recipient must lodge complain and/or claim for any damaged and/or partial loss of contents or Items to the postal partner at the country of destination. PMB reserves the right not to entertain any claim from the Sender if there is no complaint lodged by the Recipient to postal partner at the country of destination. Claim for damaged and/or partial loss of contents must be submitted by the Sender to PMB as per conditions as stipulated in Clause 11 of these terms and conditions.

#### **11. Complaint and/or Claim**

Any complaint and/or claim for damaged/ partial loss of contents/lost Item must be made in writing to PMB within 30 days from the date of posting ("Complaint and/or Claim Deadline") and the complaint and/or claim must be submitted together with (a) proof of posting; (b) a copy of the Sender or recipient's official identification document. PMB shall be entitled not to entertain any complaint and/or claim received after the Complaint and/or Claim Deadline without any liability whatsoever to the Sender.

#### **12. PMB's Liability**

Subject to Clause 9 above, PMB's liabilities are strictly limited to the following subject to whichever is the lower, (a) The actual value of the lost or damaged item; or (b) Maximum of RM100 for items containing document/contents weighing less than 1kg; or (c) Maximum of RM300 for merchandise weighing 1kg and more, provided that the merchandise rate were paid during the time of posting by the Sender; and (d) limited to 1 claim for 1 posted item only ("Maximum Liability Limit"). If the posting value exceeds PMB's Maximum Liability Limit, it is the Sender's sole responsibility to insure the posted item either through the optional insurance offered by PMB or any other third party insurance procured by the Sender.

#### **13. Sender's Warranties and Indemnities**

Sender shall indemnify and hold PMB harmless for any loss or damage arising out of Sender's failure to comply with any applicable laws or regulations and for Sender's breach of the following warranties and representations:

- (a) all information provided by Sender or its representatives is complete and accurate;

- (b) the Item is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling;
- (c) all applicable customs, import, export and other laws and regulations have been complied with.

#### **14. Severance**

If any of the above clauses are not enforceable for any reason whatsoever, it would not prevent the validity and enforceability of the other Terms and Conditions herein.

#### **15. Variation of Terms and Conditions**

It is hereby agreed that the terms and conditions herein may be altered, varied, substituted and/or added to from time to time or at any time by PMB at its absolute discretion without prior notice. Such alteration, variation, substitution and/or addition shall take effect on the date on which PMB declares it to be effective.

#### **16. Governing Laws**

These Terms and Conditions of Service shall be governed by laws of Malaysia and shall be subject to the exclusive jurisdiction of the Malaysian Courts unless the Shipment is presented to PMB at a place outside the jurisdiction of the Malaysian courts in which case the laws of the country where the Shipment is presented to PMB shall be the governing law and the courts of the country where the Shipment is presented to PMB shall have jurisdiction and the Sender shall irrevocably submit to the jurisdiction of such courts.