

STANDARD TERMS & CONDITIONS FOR STORAGE

- 1 Priority Synergy Sdn Bhd (327609-P), hereinafter known as "PRIORITY".
- 2 All GOODS are stored and handled in our warehouse are subject to the charges quoted and are subject to the Standard Terms & Conditions for Storage as specified herein and deemed to have been agreed to by the CUSTOMER upon presenting their GOODS for storage.
- 3 CUSTOMER means he / she is either the Owner or the authorised agent of the Owner of the GOODS, and he / she is authorised to accept and is accepting PRIORITY's Standard Terms & Conditions for Storage not only for himself / herself but also as agent for and on behalf of the Owner of the GOODS.
- 4 The CUSTOMER shall be responsible to insure the full value of their GOODS against fire, burglary, flood and other risks for all GOODS stored with PRIORITY. The insurance arranged by the CUSTOMER must be extended to include PRIORITY and sub-contractors as "co-assured" or subject to the "waiver of subrogation" clause.
- 5 The CUSTOMER shall allow PRIORITY the discretion to store their GOODS in any place, area, location or rack within the warehouse premises, and shall also advise PRIORITY on any special or specific storage conditions if any in writing, this will only deem effective upon written acknowledgment from PRIORITY.
- 6 The CUSTOMER warrants that the description and particulars given to PRIORITY of the GOODS are complete, accurate and correct.
- 7 CUSTOMER warrants that the GOODS are properly and sufficiently packed, marked and are appropriate to any warehouse operations.
- 8 Standard warehouse equipment is provided as part of the storage and handling contract, but special requirements for heavy lift (cranes, heavy forklifts above 3 tons, specialized heavy lift equipment, etc.) shall be billed accordingly.
- 9 PRIORITY shall be relieved from its obligation to perform the services to the extent that the performance of the same is prevented by failure of the CUSTOMER, events of Force Majeure, weather conditions or cause beyond the reasonable control of PRIORITY.
- 10 PRIORITY shall not be liable to the CUSTOMER for the condition or contents of GOODS received, any loss damage including but not limited to Acts of God, hijack, armed robbery, strikes, lockouts, riots, civil commotion, acts of war, general chaos, inclement weather, flood, landslides / slips, earthquakes, dampness, termites, insufficient packing, machinery defects, obliteration of marks, hook holes tearing of covers, evaporation, fumigation or any other circumstances of whatsoever nature beyond the control of PRIORITY.
- 11 The CUSTOMER must keep PRIORITY indemnified from and against all claims costs and demands of whatsoever nature and by whosoever made and howsoever arising, from negligence of any error, omission, mis-statement or misrepresentation by the CUSTOMER, insufficient or improper packing, labeling or addressing of the GOODS or fraud.
- 12 The CUSTOMER agrees that he will not submit to PRIORITY any GOODS considered to be dangerous, verminous, infested, contaminated or condemned GOODS unless he / she has given PRIORITY in writing full details of the same and obtained written agreement of PRIORITY to the handling of such GOODS.
- 13 If the CUSTOMER fails to comply with clause 12 above, the CUSTOMER will be responsible for and will indemnify PRIORITY against all losses, damage and claims of whatsoever nature made upon PRIORITY for which PRIORITY may be or become liable arising from the tender of a GOODS all or part of which consists of dangerous, verminous, infested, contaminated or condemned GOODS including loss and/or damage sustained by PRIORITY to its property and injuries or loss sustained by PRIORITY's personnel and sub-contractors.
- 14 Storage and handling charges are based on volume in cubic meters or weight in metric ton, whichever is higher, or otherwise stated in our quotation. Initial billing covering 1st month storage, handling and other charges will be billed upon receiving of your GOODS for storage and subsequent billing at the beginning of the following calendar month.
- 15 Full settlement of accounts is mandatory before the complete withdrawal of GOODS. PRIORITY reserves the right to hold the stored GOODS as lien pending settlement of accounts.
- 16 If the outstanding account is not paid within 3 months after becoming due, PRIORITY reserves the right to sell all or any of the GOODS without any notice. For that purpose, PRIORITY may open or break open (without being liable for any damage unavoidably caused thereby) the package. The manner and conduct of such sale shall be in the absolute discretion of PRIORITY.
- 17 The CUSTOMER is not allowed to deduct in any manner whatsoever, either by direct debit, contra of account or any other method that may reduce the payment or withhold the payment that is due to PRIORITY for services previously rendered, in any effort to off-set claims for losses, damages or any other costs which may arise.
- 18 Any discrepancy must be reported in writing within 24 hours from the time of receipt of GOODS. Any claim of losses against PRIORITY must be made in writing within 7 days from the time of receipt of GOODS.