Our Ref.: UBTS/EBPL/TQ/2/2024 Date: 22 January 2024

Attn: Mr Danny Oh Mobile: 9006 3665

Email: danny@esprimo.com.sg

# M/S. EXPLOMO BUILDERS PTE. LTD.

19 Ubi Crescent, Singapore 408577

Dear Sir,

# QUOTATION FOR TRUCKING / CONTAINER HAULAGE SERVICES (THE "QUOTATION")

Thank you for your interest in employing the Company trucking / container haulage services. Please find hereunder a schedule of our applicable rates.

# **SCHEDULE**

S/N.	Trucking / Container Haulage Services - Within regulate weight with LTA regulation	20 FT	40 FT
(1)	Trucking of normal container per round trip – Normal Trucking (Round Trip) (Gross Weight inclusive containers below 24500 kgs per container)	\$130.00	\$170.00
(1.1)	Weight Exceeding / overweight container	\$25.00	\$30.00
(2)	PSA Portnet Processing Fee Per Container	\$15.00	\$15.00
(3)	Additional Long Distance (Out of Jurong) – per container	\$45.00	\$55.00
(4)	Stamp fees & documentation per set	\$75.00	
(5)	Fuel Adjustment Surcharge per container	\$35.00	\$35.00
(6)	Trucking ON Sunday and Public Holiday Surcharge apply	\$70.00	\$80.00
(7)	Additional trip charges apply one-way delivery – if any.	\$80.00	\$90.00
(8)	Tuas Terminal Surcharge (Vessel Berthing in Tuas Port)	\$35.00	\$35.00
(9)	Chassis Detention after 3 days Free @ Per day	\$20.00	\$30.00
S/N.	Charges Paid on Behalf / Disbursements	20 FT	40 FT
(1)	PSA Wharfage Charges (PSA LOLO)	As Per PSA Standard Charges	
(2)	Depot Handling Charge (DHC) – No Receipt provided	As Per Depot Charges	
(3)	CMS Booking & Admin Booking Fee – per container (CMS)	\$18.00	

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	(4)	Other Charges eg: THC, Washing, Detention, Demurrage, Storage, HX Electric yard charges, etc.	As Charged
(5) Processing Fee (Paid on behalf) – per payment – as above Item (4) \$25.00		\$25.00	

### Remarks:

(i) Any deviations, variations or additional work not stated shall be quoted and charged on a case-by-case basis. (ii) All rates are exclusive of Goods and Services Tax ("GST").

Please ensure that all ground conditions are capable allowing for Parking + loading and unloading.

\*\*Implementation of SOLAS (Safety of Life at Sea)/ VGM (Verified Gross Mass)

VGM is a legal requirement with effect from 01st July/2016 and we have to strictly adhere to "No VGM, No Load". The Shipper is responsible to provide all verified gross mass (VGM) for every packed container (FCL) and they must be fully responsible for any penalty's charges involved in withdrawal and shut out statues.

Compliance with Advance Export Declaration (AED) shall be handled by you. Declaration and application for DG status shall be handled by your side.

# Prices quoted are subjected to the availability of services.

All the above charges do not include standby by prime movers.

Additional services not stated above will be billed to you accordingly.

Any others heavy equipment example mobile crane, escort services will be billed to you on the job case basics.

All cancellation of services for above, chargeable at 80% of tariff rates 3 hours before start of operations and 100% of tariff rates on start of operations.

All jobs strictly required a Job Instruction from your Company for any job to commerce accordingly.

All rates quoted are based on non-hazardous and within gauge cargoes.

All Standard Trading Terms and Conditions in Accordance to Singapore Logistics Association.

Exclude all or any aviation insurance and marine / transit insurance.

The rates are in Singapore Currency and subjected prevailing GST.

Any Goods and Services Tax is being excluded from the rates quoted herewith.

Terms of Payment – Strictly effected within 14 days from date of our invoice.

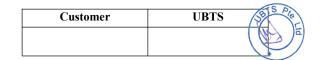
"UBTS Pte Ltd is a member of Singapore Commercial Credit Bureau - Your prompt payment records contribute towards building a positive credit profile for your company."

Interest Charge of 1% per month will be levied for overdue account.

The customer in accepting this quotation whether orally, in writing or by effect the first transaction is deemed to have accepted all the said Quotation & Trading Terms and Conditions.

We look forward to establish a closer relationship with you and assure you our **Best Service Always**.

Refer to the next page T&C...



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19 Ubi Crescent, Singapore 408577

#### **TERMS AND CONDITIONS**

### 1. Definitions and Interpretation

In these terms and conditions (these "Terms") unless the context otherwise requires, defined terms shall have the same meanings as they have in the Singapore Logistics Association Standard Trading Conditions ("SLA STCs").

#### 2. Incorporation of Standard Terms

The Customer/Hirer acknowledges that by entering into the Agreement, it agrees to be bound by these Terms and by the SLA STCs. Notwithstanding Clause 2(a) of the SLA STCs, in the event of a conflict, these Terms shall prevail.

#### 3. Territory

The Company's Services and/or Equipment shall be restricted to the Republic of Singapore and shall not be provided and/or used beyond the Republic of Singapore.

## 4. Validity of Quotations

The Company's quotations are only valid for a period of **thirty (30) days** from the date of issue of the quotation. Thereafter, the Company shall be entitled to issue a new quotation which may contain amended, varied or modified rates and terms and conditions. In the event of circumstances beyond the control of the Company, including but not limited to changes in the currency exchange rates, rates of freight, port fees or demurrage, insurance premiums etc., the Company shall have the right to revise the quoted rates.

#### 5. Payment Terms

Full payment shall be made by the Customer/Hirer within Seven (7) days of the date of invoice issued by the Company. All quotations and charges are in the Singapore currency and shall be subject to the prevailing Goods & Services Tax, where applicable.

# 6. Late Payment Interest

The Customer/Hirer shall pay to the Company interest at the rate of one percent (1%) per month on all overdue invoices.

## 7. Default on Payments

In the event that the Customer/Hirer shall default on payment for any reason whatsoever, the Company reserves all right to (i) refuse to perform any Services; (ii) immediately terminate any Agreement with the Customer/Hirer; and (iii) retrieve the Company's Equipment. The Company shall not be liable for any loss or damage, including special or consequential damages, suffered by the Customer/Hirer as a result of any action taken by the Company arising out of or in connection with the non-payment of the Company's invoices.

### 8. Performance of Service

The Customer/Hirer is required to execute the Company's standard forms, including but not limited to its pick-up and delivery forms, failing which the Company shall not be required to perform the requested service and/or shall not be liable to the Customer/Hirer in any way whatsoever for the Customer/Hirer's failure to execute such forms.

## 9. Cancellation Fees

The following cancellation charges are applicable:

- (a) More than 3 Hours prior to scheduled service No cancellation fee.
- (b) Between 1 hour to 3 Hours prior to scheduled service -80% of rate chargeable.
- (c) Less than 1 hour prior to scheduled service 100% of rate chargeable.

# 10. Insurance

10.1. Notwithstanding any insurance that the Company may have taken up in respect of the Services, the Company shall not be liable or responsible for any insurance coverage. The Customer/Hirer shall be responsible for all insurance in respect of Equipment All Risks, Public Liability Insurance (within the work site where the Customer/Hirer uses and/or operates the Equipment), marine cargo insurance, water borne risk, Work Injury Compensation Insurance, Bailee or Warehouseman Carrier Insurance and all other insurance coverage required in connection with the nature in which the Customer/Hirer uses and/or operates the Equipment.

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10.2. The Customer/Hirer shall insure itself fully of the aforesaid insurance policies with a reputable Insurer against all risks and liabilities relating to their operations and provision of Customer/Hirer's services.

#### Limitation of Liability

- 10.3. The Company shall not be liable for any loss or damage whatsoever howsoever arising from:
  - (a) the act or omission of the Customer/Hirer or any person acting on their behalf;
  - (b) where the breach arises or is alleged to arise in contract, tort, bailment, negligence, breach of statutory duty or otherwise due to the Customer/Hirer or any person acting on their behalf;
  - (c) where the loss, damage cost or expense incurred by the Customer/Hirer or any third party is of an indirect or consequential nature including but not limited to loss or deferment of use, profit and/or revenue, loss of goodwill or loss of business;
  - (d) compliance with the instructions given to the Company by the Customer/Hirer or any other person entitled to give them:
  - (e) insufficient instructions given to the Company by the Customer/Hirer in respect of the Services and/or Goods;
  - (f) delivery of the Goods to the Customer/Hirer by the Company or any person acting on their behalf;
  - (g) handling, loading, stowage or unloading of the Goods by the Customer/Hirer or any person acting on their behalf;
  - (h) any Dangerous Goods, inherent vice of the Goods, fragile or otherwise unspecified risks;
  - any delay caused by congestion at ports or such other any inevitable delay caused by rules, regulations, order or discretion of the government or department thereof, quarantine, requisitions; or
  - (j) any cause or event which the Company could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.
  - (k) Any acts of God, Fire, Rain, Climate Effects, Collision
- 10.4. Except as insofar otherwise provided by these Terms, the liability of the Company, howsoever arising and notwithstanding that such liability shall have arisen from the gross neglect or material default of the Company, shall not exceed:
  - (a) in respect of all claims other than those subject to any special agreement in writing, the lesser of:
    - (i) the value of the Goods lost, damaged, misdirected, misdelivered or in respect of which a claim arises; or
    - (ii) S\$5.00 per gross kilogram of the said Goods, and shall not exceed \$\$100,000.00 in any event whatsoever in respect of any one claim; and
  - (b) in respect of claims for delay where not excluded by the provisions of these Terms, the amount of the Company's charges for the services in respect of the Goods delayed.
- 10.5. Where the loss, damage, cost or expense suffered or incurred by the Customer/Hirer directly flows from the Company's breach without any intervening cause and independently of special circumstances, the Company's liability in respect of claims where not excluded by the provisions of these Terms shall not exceed the amount of the Company's charges for the Services provided.

### 11. Indemnities

The Customer/Hirer shall indemnify and hold the Company, its officers, directors and employees harmless, from any and all liability, damages, losses, expenses, legal costs, insurance premiums, claims or proceedings brought by the Customer/Hirer, any third party, or any Authority in respect of or in connection with the Services, whether in contract or tort and whether directly or indirectly, due to any injury or to death of any person or persons or any loss of or damage to any property or consequential

- 11.1. damages arising out of the Services or any other loss which is caused or contributed by any negligence, act or omission of the Customer/Hirer, its officers, employees, agents or independent contractors.
- 11.2. The Customer/Hirer shall also indemnify and hold the Company, its officers, directors and employees, servants and agents harmless from and against:
  - (a) insufficient or improper packing and addressing;
  - (b) insufficient provision of information on the Customer's items;
  - (c) insufficient transportation instructions;
  - any act, omission, negligence or default of the Customer/Hirer, its officers, directors, shareholders, employees, agent or invitees; and
  - (e) any cause or event which the Company could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.

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11.3. The Customer/Hirer undertakes that no claim shall be made against the Company, its officers, directors, and/or employees which imposes or seeks to impose upon them any liability in connection with any services undertaken by the Company and if any such claim is made, to indemnify them Company, its officers, directors and employees against all consequences thereof.

#### 12. Variation

the Company reserves the right to vary, amend and/or modify these terms and conditions by giving prior written notice.

#### 13. Contracts (Rights of Third Parties).

A person who is not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act of Singapore to enforce any provision thereof.

#### 14. **Governing Law**

All Agreements shall be governed by Singapore law [and the parties agree to submit to the exclusive jurisdiction of the Singapore courts1.

#### 15. Mediation

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall first be referred to mediation in Singapore, in accordance with the Law Society Mediation Rules for the time being in force. The Parties agree to attend to any such mediation in good faith and shall attempt to resolve any issue with mediation. In the event that, and only if the Parties best efforts have been given to mediate, the Parties are unable to come to settlement within thirty (30) days from the date of the first mediation meeting, the Parties shall be entitled to then refer the matter to the Singapore courts.

#### **Special Instructions / Other Remarks:**

\*Implementation of SOLAS (Safety Of Life At Sea)/ VGM (Verified Gross Mass)

VGM is a legal requirement with effect from 01/July/2016 and we have to strictly adhere to "No VGM, No Load".

The Shipper is responsible to provide all verified gross mass (VGM) for every packed container (FCL) and they must be

fully responsible for any penalty's charges involved in withdrawal and shut out statues.

Compliance with Advance Export Declaration (AED) shall be handled by you.

## **Acceptance**

In requesting the Company services, whether verbally, in writing or via informal messaging services (e.g. WhatsApp, Telegram, Line, WeChat, etc.) under the Schedule herein to be performed, the Customer hereby agree and accept this Quotation, all the terms and conditions applicable herein and any applicable SLA Standard Trading Conditions.

We request, for formality and for records purposes, that the Customer confirm the Customer acceptance below and return to the Company the same.

Thank the Customer and the Company look forward to establishing a closer relationship with the Customer and assure the Customer the Company Best Service Always.

Yours faithfully **UBTS Pte Ltd** 

Confirmation & Acceptance Explomo Builders Pte. Ltd.

Miss Joyce Lee (Logistics Manager)

DID: 6229 8389

Authorized Signature/Company Stamp

**UBTS PTE LTD**, · No: 12 Tanjong Penjuru Crescent, Singapore 608975 Tel: 6229 8399 · Fax: 6268 1707 · GST Reg: M2-0055358-6 · Reg: 198103195N Email: joyce.lee@ubts.com.sg · Mobile No: +65 82886816 ·

The Company is a member of the CDAS (Container Depot Association), the BCA (Building & Construction Authority), the SLA (Singapore Logistics Association), the STA (Singapore Transport Association), the SCA (Singapore Crane Association) and SCCB (Singapore Commercial Credit Bureau).

..end of documents.

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