



## SMART CRATES PTE LTD

11 Woodlands Close #05-13  
Woodlands 11, Singapore 737853  
Tel: 6464 7452 Fax: 6464 7451  
Co. Registration No.: 201332441C  
Website: [www.smartcrates.sg](http://www.smartcrates.sg)

### **TERMS AND CONDITIONS**

#### The Agreement

In the following clauses, customers of Smart Crates Pte Ltd are referred to as the "STORER" and Smart Crates Pte Ltd is referred to as the "Company"

Storer and Company (COMPANY) agree that the Agreement is entirely contained within this document and the Fee Schedule as updated from time to time.

#### Storer:

Has the right to Store Goods contain in crates provided by COMPANY, pursuant to the terms and conditions in this Agreement;  
Is deemed to have knowledge of the Goods in storage;  
Warrants that they are the owner of the Goods in storage holds absolute rights, entitled at law to make appropriate decision with the Goods in accordance with all aspects of this Agreement;  
Has satisfied himself on the location, condition, building facilities, either by reading, visit, inspection or any other means of acquiring such knowledge and agrees that the space provided is satisfactory for storage of such goods, for the predetermined period of time or any extension after the maturity of such storage period.

### **COST**

The Storer must upon signing the Agreement must pay to COMPANY: The Deposit, as specified under SCHEDULE OF RATES which COMPANY may deduct against unpaid fees or any other expenses or costs outstanding (any remaining Deposit will be refunded within 7 days of termination of this Agreement )

Storer agrees to pay:

The Storage Fee being the amount indicated in this Agreement, as specified and computed under SCHEDULE OF RATES and any other amount such as transportation cost, which may be incurred by the Storer, from time to time, when notified by COMPANY. Storage Fee is payable in advance and it is Storer's responsibility to ensure payment is made directly to COMPANY, on time, in full, throughout the period of storage;

Cleaning fees for soiled crates, if required, may be incurred at COMPANY's discretion;

Any recovery costs which may be incurred by COMPANY in the recovery of late or unpaid Storage Fees, unreturned crates fee, including but not limited to postal

Government taxes or charges (including any goods and services tax) being levied on this Agreement, or any supplies pursuant to this Agreement.

If making a payment by direct debit or credit, Storer must provide a copy of the deposit slip or banking details to the COMPANY, clearly identifying Storer's name and document reference advising the amount payable, either via electronic mail, or hard duplicates of proof of payment. Failure to comply with this provision may result in the COMPANY enforcing rights outlined in Clause 7, and the Storer authorises the COMPANY to do so;

### **DEFAULT**

Notwithstanding clause 20, Storer acknowledges that, in the event of the Storage Fee, or other moneys owing under this Agreement, not being paid in full within 42 days of the due date, COMPANY may, without further notice, have full access to all goods under this Agreement, currently in storage, by breaking the seal, retaining the Deposit and/or sell/dispose of any Goods on such terms that COMPANY may determine. COMPANY may also require payment of default action costs, including any costs associated such as disposal or sale of Storer's

Goods. The remaining sum after such sums are fully recovered by COMPANY, will be refunded to the STORER

### **STORAGE AND CONDITIONS**

The STORER will be solely responsible in securing of the goods using security seals and make record of the marking for future verification Storage of any goods that are hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable, including live animals, or that are a risk to the property of any person;

Must not store items which are irreplaceable, such as currency, jewellery, furs, deeds and items of personal sentimental value;

Storage crates must be handled by COMPANY only

Must not adhere any labels, taggings, permanent or otherwise, to any part of the crate and must ensure the storage crate is clean and in a good condition state, and must not be damaged or modified, make unauthorised rectification without COMPANY's consent. In the event of uncleanliness of or damage to the crate, COMPANY will be entitled to retain Storer's deposit, charge a cleaning fee, and/or full reimbursement from Storer to the value of the replacement or repairs required;

Must not leave any items, including boxes, wrapping, rubbish or any other items, in the crates on return. COMPANY will not be responsible for retaining such items, and the Storer agrees to indemnify the COMPANY of any and all losses. COMPANY retains the right to charge the Storer which may be incurred on the disposal of such items;

Cannot assign this Agreement without the prior written approval of Storer, and any purported assignment shall be legally ineffective and shall also constitute a fundamental breach of this agreement.

Notice to COMPANY must be given in writing with regards to any change in address of Storer or the Alternate Contact Person within 48 hours of any change;

Grants COMPANY entitlement to discuss any default by the Storer with the Alternate Contact Person registered on the front of this Agreement; and acknowledges and agrees that the contractual right to use such facility is personal to Storer only and, if Storer is an individual, will automatically terminate upon the death of Storer. If Storer is a corporate or business entity, the right to store will automatically terminate upon commencement of liquidation or similar proceedings. The Goods will be held over by COMPANY for further period of 45 days pending collection by the entitled in law to receive the same on behalf of Storer, as determined by COMPANY in its discretion and on such terms as COMPANY may determine. After expiry of such 45 day period, the Goods will be sold or disposed of on such terms as COMPANY may determine and the proceeds used to settle any outstanding fees owing to COMPANY.

### **COMPANY:**

Does not have, and will not be deemed to have, knowledge of the Goods;

The crates remain the sole property of the Company, at all times, notwithstanding the location or state of condition of the crates at various stages of service which may occur from time to time Notwithstanding any other provision of this Agreement, Storer unconditionally and irrevocably agrees COMPANY shall have the right from time to time to make amendments to the terms of the Agreement as deemed appropriate. COMPANY will comply with all applicable laws, COMPANY administrative purposes or any other reason deemed necessary at the discretion of COMPANY. In the event of any changes made to the Agreement, Storer will be given Notice, and the changes will apply from the time the Notice is sent.

COMPANY reserves the right to relocate Storer to another location under certain circumstances including but not limited to damage to



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the existing facilities, maintenance work or any other reason COMPANY deems reasonable.

COMPANY may refuse access to the goods by Storer where moneys are owing by Storer to COMPANY, irregardless of COMPANY making demand payment of such moneys has been made. Further, No oral statements made by COMPANY or its employees shall form part of this Agreement, and no failure or delay by COMPANY to exercise its rights under this Agreement will operate to waiver by those rights.

### RISKS

Goods are stored at the sole risk and responsibility of Storer who shall be responsible for any damage to, and deterioration of the Goods, and shall bear the risk of any and all damage caused by flood or fire or leakage or overflow of water, mildew heat, spillage of material from any other solace, removal or delivery of the Goods, pest or vermin or any other reason whatsoever including acts or omissions, negligent deliberate or otherwise, of COMPANY or persons under its control. In any event and notwithstanding anything contained in this Agreement, in no circumstances shall COMPANY be liable, in contract, tort (including negligence or breach of any statutory duty) or otherwise howsoever, and whatever the cause thereof, COMPANY any loss or damage to the Goods; COMPANY any increased costs or expenses; COMPANY any loss of profit, business, contracts, revenues, or anticipated savings; or COMPANY any special, indirect and/or consequential damage of any nature whatsoever.

Storer agrees to indemnify and keep indemnified COMPANY from all claims from any loss of or damage to the property of, or personal injury to, third parties resulting from or incidental to the use of the facility by Storer.

Storer acknowledges and agrees to comply with all relevant laws, including Acts and Ordinances, Statutes, Regulations, By-laws and Orders, as are or may be applicable to the use of the facility. This includes laws relating to the material which is stored, and the manner in which it is stored. The liability from any and all breach of such laws rests absolutely with Storer, and includes any and all costs resulting from such a breach.

In addition to any other remedies as may become available to it COMPANY may, if COMPANY has reason to believe that Storer is not complying with all relevant laws COMPANY may take any action COMPANY believes to be necessary, including but not limited to the action outlined in clauses 18 and 20 contracting, cooperating with and/or submitting goods to the relevant authorities, and/or immediately disposing of or removing the Goods at Storer's expense. Storer agrees that COMPANY may take such action at any time even though COMPANY could have acted earlier.

### INSPECTION

In the event of an emergency, or where required by law, or where, in the opinion of COMPANY, the condition of the goods are threatened, COMPANY may access the goods by breaking the security seal, without the written consent of the Storer, but COMPANY shall notify Storer as soon as practicable. Storer irrevocably and unconditionally consents to such entry.

### NOTICE

Notices will usually be given by email, or if given in writing will be left at, or posted to, or faxed to the address of Storer or COMPANY. In relation to the giving of Notices to COMPANY, Notices must actually be received to be valid. In the event of not being able to contact Storer, Notice is deemed to have been given to the Storer by COMPANY if COMPANY serves that Notice on the Alternate Contact Person as

identified on the front of this Agreement, or has sent Notices to the last notified address of Storer or Alternate Contact Person.

### TERMINATION

1. Payment for storage, final delivery or any other cost that may be incurred must be received before COMPANY will release goods to the STORER
2. The Parties' liability for outstanding moneys, outstanding storage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement and the Storage Period.

### THIRD PARTIES

3. A person who is not a party to this Agreement shall have no rights under the Contracts(Rights or Third Parties) Act, Chapter 53B of the Singapore Statues

### LIMITATION OF LIABILITY

Storer:

Agrees that the terms of this document constitute the whole contract with COMPANY and that, in entering this contract, Storer relies upon no representations other than those contained in this Agreement Acknowledges that it has raised all queries relevant to its decision to enter this Agreement with COMPANY and that COMPANY has, prior to Storer entering into this Agreement, answered all such queries to the satisfaction of the Storer COMPANY will not be liable in the event that it is unable to uphold or , any aspect of this Agreement, including the ability to access the Facility, or any loss or damage to goods, due to riots, strikes, acts of terrorism, acts of God, civil unrest, lock-outs or any other matter beyond the control of COMPANY. Any damages, whether physical and/or economic loss or damage, which COMPANY is liable to pay to Storer pursuant to this Agreement or performance of this Agreement (including damages for negligence or damages or consequential loss) are limited in all cases to a maximum S\$100.

COMPANY has the right to charge a cleaning fee for soiled boxes and also damaged/missing crates

### JURISDICTION

1. This Agreement shall be governed by and constructed in accordance with the laws of Singapore, and Storer and COMPANY agree that the non-exclusive jurisdiction of the Singapore courts apply with regard to any claim or disputes arising in relation to or under the terms of this Agreement.