

Standard Trading Conditions

Empirical Marine and Trading Pte. Limited

Trading as Shiplet · UEN 202418701E

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These Conditions govern all services provided by Empirical Marine and Trading Pte. Limited ("the Company"), including services provided under the trading name Shiplet. Please read them before instructing the Company, and in particular: clause 11, which sets out the cargo cover included with every shipment and what it does not cover; clause 12, on the buying service; clauses 13 and 14, which limit the Company's liability; and clause 15, which sets the deadlines for making a claim.

In short. We act as your agent. Every shipment carries our cargo cover: goods lost in our care are paid for at the value you declare, and damage is assessed on the evidence. Declare the true value, pack for export, and tell us in writing within 3 days of delivery if anything is damaged or short. Inspection and customs charges are yours. This summary does not replace the clauses below.

1. Definitions

"**Company**" means Empirical Marine and Trading Pte. Limited, trading as Shiplet, including its officers, employees, agents and subcontractors.

"**Customer**" means any person at whose request or on whose behalf the Company provides Services, and any person who owns or is entitled to possession of the Goods, including the shipper and the consignee.

"**Goods**" means the cargo to which the Services relate, including any container, pallet or packaging not supplied by the Company.

"**Services**" means any business undertaken or advice given by the Company, whether as agent or as principal, including freight forwarding, consolidation, customs clearance, storage, delivery and the Buying Service.

"**Buying Service**" means buying goods on the Customer's behalf from sellers in China, including on online platforms such as Taobao, Tmall, JD, 1688 and Pinduoduo.

"**Hub**" means the Company's receiving and consolidation warehouse in China.

"**Declared Value**" means the value of the Goods stated on the commercial invoice (or, for personal effects, on the inventory) supplied to the Company before the Goods leave the Hub.

"**Authority**" means Singapore Customs, the Immigration & Checkpoints Authority, China Customs or any other government body in a country of origin, transit or destination.

"**Confirmed Quotation**" means a quotation the Company has issued in writing as confirmed, as distinct from a figure shown instantly on the website.

2. Application of these Conditions

2.1 All Services are provided subject to these Conditions. Instructing the Company, or accepting a Confirmed Quotation, constitutes acceptance of them.

2.2 These Conditions prevail over any terms the Customer puts forward, including terms on a purchase order, unless the Company has agreed otherwise in writing signed by a director.

2.3 No employee or agent of the Company has authority to vary these Conditions except in writing signed by a director.

2.4 If any transaction is subject to a mandatory international convention or Singapore statute, these Conditions apply only to the extent they are not inconsistent with it.

2.5 The Company's Customs Inspection Disclaimer, published on its website, forms part of these Conditions. If the two conflict, these Conditions prevail.

2.6 These Conditions are written in English. Any translation is for convenience only, and the English text prevails.

3. The Company as Agent and as Principal

3.1 The Company contracts as **agent** arranging carriage, storage, handling and related services on the Customer's behalf, except where clause 3.2 applies.

3.2 The Company contracts as **principal** only where it expressly states in writing that it does so for a particular transaction.

3.3 Where the Company acts as agent, it is not liable for the acts or omissions of carriers, warehousemen, hauliers, port operators or other third parties, and the Customer is bound by the terms on which those parties contract. This does not reduce the cargo cover in clause 11.

3.4 The Company is entitled to retain any brokerage, commission or allowance customarily received by freight forwarders.

4. Customer's Warranties and Undertakings

4.1 The Customer warrants that it is the owner of the Goods or the authorised agent of the owner, and accepts these Conditions on behalf of any person having an interest in them.

4.2 The Customer warrants that all descriptions, quantities, weights, dimensions, values, permits and other particulars supplied to the Company are complete, accurate and truthful, and that the Declared Value is the price actually paid or payable for the Goods.

4.3 The Customer warrants that the Goods are properly packed, marked and labelled for export, consolidation and the carriage and handling contemplated, and will ask its suppliers to pack them accordingly.

4.4 The Customer warrants that the Goods do not contravene the law of any country of origin, transit or destination, and do not infringe any trade mark, copyright or other intellectual property right.

4.5 The Customer will supply the commercial invoice, packing list and any permit, licence or certificate the Goods need, in time for them to be used.

4.6 The Customer will tell the Company in advance of anything at the delivery address that affects delivery, including stairs, lift size, loading restrictions and building rules. Handling not described in the booking may be charged.

5. Quotations, Charges and Payment

5.1 Figures shown instantly on the website are indicative. A Confirmed Quotation is valid until the date stated on it or, if none is stated, for 14 days. After that the Company may revise it.

5.2 Quotations are based on the particulars supplied by the Customer and on rates, currency values, surcharges and statutory charges applying at the date of quotation. The Company may adjust its charges if any of these change before the Goods leave the Hub, or if the particulars prove inaccurate.

5.3 The Company may correct an obvious error or omission in any price, quotation or invoice, including a price shown on its website. A Confirmed Quotation accepted on the basis of an obvious error does not bind the Company.

5.4 Unless credit terms have been agreed in writing, charges are payable in Singapore Dollars before the Goods are released for delivery in Singapore. Where credit terms are agreed, charges are payable by the due date on the invoice. All charges are payable without deduction, set-off or counterclaim.

5.5 Interest accrues on overdue sums at 1% per month from the due date until payment, before and after judgment, and the Customer will pay the Company's reasonable costs of recovery.

5.6 The Customer remains liable for the Company's charges notwithstanding any agreement that a third party will pay them.

5.7 Unless expressly included, charges exclude Goods and Services Tax, customs duty, and any charge arising from inspection, detention, demurrage, storage beyond the free period, or special handling not described in the booking. Tax and duty paid on the Customer's behalf are passed on at cost.

6. Instructions, Route and Method

6.1 Instructions must be given in writing (including by email or WhatsApp) and in reasonable time. The Company acts on instructions given otherwise at the Customer's risk.

6.2 Unless expressly instructed in writing, the Company is free to choose the means, route, carrier and procedure of carriage, handling, storage and consolidation.

6.3 The Company may consolidate the Goods with those of other customers.

6.4 The Company may depart from the Customer's instructions where in its reasonable judgment it is necessary to do so in the Customer's interest.

7. Dangerous, Restricted and Excluded Goods

7.1 The Customer must not tender dangerous, hazardous or restricted Goods without declaring their nature in writing in advance and obtaining the Company's written acceptance.

7.2 Lithium batteries, aerosols, flammable liquids, magnets and similar items are dangerous Goods and must be declared, whether shipped alone or contained within other products.

7.3 Unless agreed in writing in advance, the Company does not accept: cash, cheques and other negotiable instruments; precious metals, precious stones and jewellery; works of art and antiques; live animals and plants; weapons, ammunition and explosives; narcotics; counterfeit goods or goods that infringe intellectual property; and anything whose import, export or carriage is prohibited by law.

7.4 Goods tendered in breach of this clause may be refused, held, returned, destroyed or disposed of at the Customer's cost and without compensation, and they are not covered by clause 11.

7.5 The Customer indemnifies the Company against all loss, damage, fines and expense arising from undeclared, misdeclared or excluded Goods.

8. Perishable and Temperature-Controlled Goods

8.1 Perishable or temperature-controlled Goods are accepted only where declared in advance and accepted in writing.

8.2 The Company does not accept liability for deterioration attributable to the inherent nature of the Goods, to the Customer's packing or pre-cooling, or to delay outside the Company's control.

9. Customs Clearance and Inspection

9.1 Where the Company acts as declaring agent, it lodges permits on the particulars supplied by the Customer and relies on their accuracy.

9.2 Where the Company is named as importer on the import permit as a service to the Customer, it does so as the Customer's agent. It does not become the owner of the Goods, and the Customer remains responsible for their compliance with every law, permit and licence requirement.

9.3 The Customer is responsible for duty, Goods and Services Tax and any penalty, fine or charge arising from an incorrect or incomplete declaration or a missing permit or licence, and indemnifies the Company accordingly.

9.4 Any shipment may be inspected, examined, scanned, sampled or detained by an Authority. Every charge arising from that is for the Customer's account, as set out in the Customs Inspection Disclaimer, and transit times do not allow for it.

9.5 The Company is not liable for delay, loss or damage caused by an inspection, detention, seizure, forfeiture or destruction of Goods by an Authority, except to the extent caused by its own negligence.

10. Delivery, Collection and Storage

10.1 Delivery and transit times are estimates given in good faith and are not guaranteed. Time is not of the essence.

10.2 Goods are held free at the Hub for the free period published on the Company's website or stated in the Confirmed Quotation, and storage is charged after that at the published rate. Goods are not stored in Singapore unless agreed.

10.3 Where the Customer or consignee fails to take delivery, or does not give instructions for Goods held at the Hub, the Company may store the Goods at the Customer's risk and cost.

10.4 Goods uncollected, or left without instructions, for 60 days after the Company has notified the Customer may be sold or disposed of, the proceeds applied to sums owing and any balance held for the Customer.

10.5 Signature at the delivery address by any person appearing to be authorised, or a photograph of the Goods delivered there, is evidence of delivery in apparent good order unless the delivery receipt records otherwise.

11. Cargo Cover

11.1 **Cover is included.** Goods carried under a Confirmed Quotation are covered by the Company from receipt at the Hub until delivery at the Singapore address, at no additional charge. Cover is given by the Company itself, supported by its own arrangements with carriers. It is not an insurance policy issued to the Customer, and the Customer is free to insure the Goods as well.

11.2 **Loss.** If Goods are lost while covered, the Company pays their Declared Value. Where only part of a shipment is lost, it pays the Declared Value of the items lost, worked out from the commercial invoice and packing list.

11.3 **Damage.** Damage while covered is assessed case by case on the evidence: photographs on arrival, the packing list and the condition of the outer packaging. The Company pays the reasonable cost of repair or the reduction in value, up to the Declared Value of the item damaged.

11.4 **Declared Value is the most payable.** Where the Declared Value is lower than the true value, a claim is settled on the Declared Value. Where it is higher, it is settled on the true value. Cover does not extend to freight, duty, tax, profit or any loss described in clause 13.2.

11.5 **Not covered.** Cover does not apply to loss or damage arising from: (a) the inherent nature or vice of the Goods, ordinary wear, leakage, evaporation or shrinkage; (b) insufficient or unsuitable packing, marking or labelling by the Customer or its supplier; (c) damage to the contents where the outer packaging arrived intact and undamaged, unless the evidence shows the damage occurred while covered; (d) mechanical, electrical or electronic failure without external damage; (e) any act of an Authority, including inspection, opening, sampling, detention, seizure or destruction; (f) Goods that are excluded under clause 7, misdeclared, or carried in breach of these Conditions; (g) a shortage between what a supplier or seller sent and what was received at the Hub; (h) delay, however caused; (i) war, terrorism, riot, strike, nuclear risk or confiscation; or (j) anything happening after delivery.

11.6 **Making a claim.** The Customer must give notice within the time in clause 15, keep the packaging and the Goods available for inspection, and supply the commercial invoice, packing list, photographs and any other evidence reasonably requested.

11.7 **After payment.** Once the Company pays a claim, the Customer's rights against carriers and any other party for that loss pass to the Company, and the Customer will give reasonable help in pursuing them. Goods later recovered belong to the Company. The Company will not pay for a loss already recovered from another party or insurer.

12. Buying Service

12.1 When providing the Buying Service the Company buys as the Customer's agent. The contract of sale is between the Customer and the seller, and ownership passes to the Customer when the Company pays for the goods.

12.2 Nothing is ordered until the Customer has approved the full price in writing: the goods, any delivery charge inside China, the Company's fee and the freight. Prices in Chinese Renminbi are converted at the exchange rate stated in the quotation. If a seller changes the price before the order is placed, the Company will ask again before ordering.

12.3 The Company uses reasonable care in choosing sellers and checking listings, and on arrival at the Hub opens each order and checks for visible damage, the right items and the right quantity. It does its best to check authenticity and quality, but it does not guarantee the authenticity, quality, performance, safety or fitness for purpose of goods bought, and is not liable for defects or non-conformity that a visual check would not reasonably reveal.

12.4 Where an item is damaged, wrong or not as described, the Company takes it up with the seller while the platform's return rules still apply, seeking a replacement, an exchange or a refund. The outcome depends on the seller and the platform's rules.

12.5 If a seller fails to ship, stops responding or will not refund, the Company's staff in China will lodge a report or dispute with the platform and assist the Customer in seeking a refund. The Company is not liable for a seller's default, and any refund to the Customer is limited to what is recovered from the seller or platform.

12.6 The Company's fee is earned once an order is placed and is not refundable, unless the order fails through the Company's fault. Returns are not normally possible once goods have left the Hub, and after-sales service is the seller's or the brand's, in China.

12.7 The Company may refuse to buy any item that appears to be counterfeit, restricted or prohibited. The Customer remains responsible under clauses 4.4 and 7 for the goods it asks the Company to buy. Goods bought are covered under clause 11 only from their receipt at the Hub.

13. Liability of the Company

13.1 Except under clause 11, the Company is not liable for loss, damage, delay, mis-delivery or non-delivery unless caused by its own negligence or wilful default.

13.2 The Company is not liable in any circumstances for indirect or consequential loss, including loss of profit, loss of market, loss of sales, loss of contract, loss of use or loss of reputation, whether or not the Company was aware such loss might be suffered.

13.3 The Company is not liable for loss or damage arising from: the inherent nature of the Goods; insufficient or defective packing, marking or addressing by the Customer or its supplier; inaccurate particulars supplied by the Customer; act of God, war, strike, port congestion or other cause beyond the Company's reasonable control; or the act or omission of an Authority.

14. Limitation of Liability

14.1 The Company's liability for loss of or damage to Goods, whether under clause 11 or otherwise, shall not exceed the Declared Value of the Goods lost or damaged.

14.2 Where liability arises from delay, mis-delivery or any cause other than physical loss of or damage to Goods, it shall not exceed the Company's charges for the transaction concerned, excluding tax and duty passed through at cost.

14.3 The Company's total liability arising out of any one shipment shall not exceed the Declared Value of all the Goods in that shipment.

14.4 Nothing in these Conditions excludes or limits liability for death or personal injury caused by negligence, or for fraud, or any other liability which cannot lawfully be excluded.

15. Claims and Time Bar

15.1 Visible damage or shortage should be noted on the delivery receipt. Written notice of any damage or shortage, with photographs, must reach the Company within 3 days of delivery.

15.2 Written notice of the loss or non-delivery of a whole shipment or package must reach the Company within 14 days after the date the Goods should have been delivered.

15.3 If notice is not given within these periods, the Company is discharged from liability for that claim, unless the Customer shows that it was not reasonably possible to give notice in time and that it gave notice as soon as it could.

15.4 The Company is in any event discharged from all liability unless legal proceedings are brought within 9 months of the date the Goods were delivered or should have been delivered.

16. Customer's Indemnity

16.1 The Customer indemnifies the Company against all liability, loss, damage, cost and expense arising from the Services, except to the extent caused by the Company's own negligence or covered under clause 11.

16.2 The indemnity extends to claims by third parties, to customs and regulatory penalties, and to general average contributions and salvage.

16.3 Where Goods travel in a shared container and an inspection, detention or delay of that container arises from the Customer's Goods or documents, the Customer bears the cost of examining the whole container and indemnifies the Company against claims by other customers whose goods are delayed as a result.

17. Lien and Set-Off

17.1 The Company has a general and particular lien over the Goods and any documents relating to them for all sums due from the Customer, whether relating to the Goods concerned or to any other transaction, and may hold the Goods until those sums are paid.

17.2 If sums are not paid within 14 days of notice, the Company may sell the Goods and apply the proceeds against the sums owing, without prejudice to its right to recover any shortfall.

17.3 The Company may set off any sum it owes the Customer, including a claim payment, against sums the Customer owes it.

18. General Average

18.1 The Customer indemnifies the Company against any claim of a general average nature and provides such security as may be required.

19. Force Majeure

19.1 The Company is not liable for failure or delay in performance caused by circumstances beyond its reasonable control, including act of God, war, civil unrest, epidemic, government action, port or airport closure, congestion, industrial action, or failure of a carrier or subcontractor.

20. Personal Data

20.1 The Company collects and uses personal data in accordance with the Personal Data Protection Act 2012 and its published Privacy Notice.

20.2 The Customer consents, and confirms it has the consent of any person whose data it supplies, to the disclosure of personal data to carriers, Authorities and other parties to the extent necessary to perform the Services, including outside Singapore.

20.3 The Company's Data Protection Officer can be reached at info@empiricalmarine.com.

21. Notices

21.1 Notices to the Company must be sent to info@empiricalmarine.com or to its registered address at 7 Fourth Lok Yang Road, Singapore 629704.

21.2 Notices to the Customer may be sent to the address, email address or mobile number last notified to the Company, including by WhatsApp.

22. Severability, Waiver, Variation and Third Parties

22.1 If any provision is held unenforceable, the remaining provisions continue in force.

22.2 No failure or delay by the Company in enforcing any provision is a waiver of it.

22.3 The Company may amend these Conditions. The version in force is the version published on its website on the date the Customer accepts the Confirmed Quotation.

22.4 Every exclusion and limitation in these Conditions also protects the Company's employees, agents and subcontractors, who may rely on it. Otherwise, no person who is not a party has any right under the Contracts (Rights of Third Parties) Act 2001 to enforce these Conditions.

23. Governing Law and Jurisdiction

23.1 These Conditions and any dispute arising out of them are governed by the law of Singapore.

23.2 The parties submit to the exclusive jurisdiction of the courts of Singapore.

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