

Standard Chartered Bank Malaysia Berhad Courier Services Terms and Conditions

1. INTRODUCTION

- 1.1 These Terms and Conditions set out the terms and conditions on which the Bank agrees to provide you with the Courier Services (“Services”) pursuant to the instructions in the Application Form.
- 1.2 These Terms and Conditions are to be read together with the Standard Terms and the Account Terms (collectively referred as “Principal Terms”), whichever is applicable as may be amended from time to time.
- 1.3 In the event of conflict between the Principal Terms and these Terms and Conditions, these Terms and Conditions shall prevail.

2. DEFINITIONS

- 2.1 Capitalised Terms used but not defined in these Terms and Conditions have the meanings set out in the Principal Terms.

“**Application Form**” means our SME Services Application Form for the Services completed by you and submitted to us;
- 2.2 “We”, “our” and “us” means Standard Chartered Bank Malaysia Berhad and “you”, “your” and “yours” means the person identified in the Application Form as the client receiving the Services.
- 2.3 Words referring to the singular number include the plural number and *vice versa*. Words referring to the masculine gender also refer to the feminine and neuter genders.
- 2.4 Reference to a person includes reference to a sole proprietor, partnership firm, company, corporation or other entity.
- 2.5 Reference to a Clause is to a clause of these Terms and Conditions.
- 2.6 The headings to the Clauses are for reference only and shall not be taken into consideration in the interpretation or construction of these Terms and Conditions.

3. AVAILABILITY

- 3.1 The Services is available to you if you have applied for the service.
- 3.2 The Services is available from Monday to Friday (excluding public holiday).
- 3.3 For on-call basis, you must call us at least one day in advance by 3pm.
- 3.4 The courier service company engaged by us will pick up your document(s) on the next working day between 9.30am to 11.00am after we received your instruction.

4. SERVICES

- 4.1 You may ask for the following documents to be collected and couriered by us to the intended recipient:
- (a) Cheque(s)
 - (b) Trade document(s)
- 4.2 The following will NOT be couriered by us:
- (a) Cash
 - (b) Post-dated cheque(s)
- 4.3 If there is cash contained in the document or parcel that we or the courier service company collected from you, we will not be responsible for any lost cash.
- 4.4 You acknowledge and agree that the courier service is provided by KLACH Courier Services (M) Sdn Bhd (“KLACH Courier Services”) to you subject to KLACH Courier services terms and conditions which are available at the back of KLACH Courier services consignment notes and you agree to be bound by the said terms and conditions.
- 4.5 The KLACH Courier Services’ consignment notes and courier bags or envelopes will be provided to you by KLACH Courier Services. You must complete the delivery details including the recipient’s address on the consignment note and attach to the given courier bag or envelope for which the document or parcel is contained for collection. If the document is a cheque, you must write the relevant details at the back of the cheque and place it in an envelope.

5. LIABILITY

- 5.1 By applying for this courier service, you agree that we will not be responsible or liable for:
- (a) any loss or damage;
 - (b) any lost profit, lost savings or lost opportunity(ies);
 - (c) consequential, special or indirect loss;

which you or any third party may suffer directly or indirectly even if we have been advised of the possibility of such loss, damage or claim by any third party against you, arising out of or in connection with:

- (i) postal strike
- (ii) riot
- (iii) computer breakdown
- (iv) act of God
- (v) act or order of any government or government agency
- (vi) changes in law
- (vii) requisitions or involuntary transfers
- (viii) mutilation
- (ix) interruption
- (x) omission
- (xi) errors or delays occurring in the electronic transmission, wire, cable, mail or delivery on the part of any postal authority, telegraph cable, delivery or courier company or its employee or through any other cause or any other acts or circumstances beyond our control.

- 5.2 Without affecting Clause 5.1 above, you agree that we will not be liable for any act, omission, default, negligence or insolvency of any third party service provider engaged for the courier service including but not limited to KLACH Courier Services.
- 5.3 You agree that we may terminate this Agreement immediately upon written notice if the agreement between us and KLACH Courier Services relating to the Services is terminated for whatever reason.

[End of Clauses]