

TERMS AND CONDITIONS OF SERVICE

The followings are the terms and conditions (“Terms and Conditions”) entered between you or authorised person on your behalf (“you”) and). By using and/or continuing to use’s products or services (“Services”), you agree and acknowledge to comply and be bound by the Terms and Conditions

These Terms and Conditions may be updated by PSH Express Sdn. Bhd. (“PSHE”) from time to time without prior notice to you. PSHE strongly suggests that you check PSHE’s website at www.pos.com.my from time to time for any updates on these Terms and Conditions prior to using the Services.

1. Article

“Article” means a letter, a package, a parcel, a wrapper or a container that can be collected, transmitted and delivered through the network of PSHE.

2. Privacy Policy

PSHE respects the privacy of the information and personal data provided by you to PSHE. For the detailed Data Protection and Privacy Notice and Policy, kindly visit PSHE’s website at www.pos.com.my. The Data Protection and Privacy Notice and Policy outlines how PSHE collects, uses, handles and protect the information and personal data given to PSHE and in compliance with the Personal Data Protection Act 2010.

3. Use of the Services

(a) Original/Important/Official documents

- (i) Use of the Services for any items in its original form and/or official/important documents, including but not limited to any national identity registration cards or MyKads, tender document, passport, birth/marriage certificates, account/cheque book, road tax, academic certificates and/or other original and/or official/important documents are at your own risk.
- (ii) You expressly understand and agree that PSHE shall be excluded from any liabilities arising from any claims against delay or loss or destruction or damage to the abovementioned Article, whether in whole or in part.

(b) Fragile Article

- (i) Use of the Services for fragile Article are not recommended and if you assert on using the Services for fragile article including but not limited to easily broken or damages article or cosmetic, you shall be solely responsible to ensure that your fragile article is properly and securely packed and labelled accordingly.
- (ii) You expressly understand and agree that PSHE shall be excluded from any liabilities arising from any claims against loss or destruction or damage to your fragile Article and you shall indemnify and keep PSHE indemnified in the event that your said fragile Article causes damage to any other article within its proximity or to PSHE’s personnel.

(c) **Dangerous Goods and Prohibited Items**

- (i) Use of the Services for Article that can be classified as dangerous goods and/or prohibited items under any relevant written laws, rules, regulations or guidelines by the relevant authorities in Malaysia or destination countries are prohibited from carriage by post by PSHE
- (ii) “**Dangerous Goods**” shall be as defined by the International Air Transport Association Dangerous Goods Regulations (DGR) which includes any amendments, updates or supplements that may be issued from time to time) and “**Prohibited Items**” shall mean any goods and/or Article that are prohibited by the laws, regulations and/or authority of the country of origin and/or country of destination. For a more detailed description of “Dangerous Goods” and “Prohibited Items”, please visit our website at www.pos.com.my.
- (iii) Notwithstanding the foregoing, the classes of goods or Article which are categorised as Dangerous Goods and Prohibited Items may be changed, amended or updated from time to time and PSHE reserves the right to amend or change or modify or add or remove the classes of goods or Article which are categorized as Dangerous Goods or Prohibited Items at any time and from time to time without prior notice to you. You are advised to visit www.pos.com.my to determine whether the Article you intend to post falls within the category of Dangerous Goods or Prohibited Items.
- (iv) PSHE reserves the right to refuse, reject or terminate the Services at any time and at its sole and absolute discretion if PSHE deems or considers or has reasonable belief that the Article or any part thereof contains any of the Dangerous Goods or Prohibited Items. In such event, PSHE will not be responsible for any loss or partial lost or damage or destruction of the Article.
- (v) You expressly understand and agree that you are liable for any liabilities arising from any claims losses, fines, penalties, damages suffered or incurred by PSHE as a result of breach of this condition including but not limited to costs, fees, expenses, claims incurred in connection with the return, disposal, destruction, seizure or detention of the Article towards PSHE for the Services of any Dangerous Goods or Prohibited Items and that you shall indemnify and keep PSHE indemnified in the event that the Article contains Dangerous Goods or Prohibited Items and causes loss or destruction or damage to any other Article within its proximity or to PSHE’s personnel.

(d) Right to Refusal

- (i) PSHE reserves the right to refuse posting of such Article at any time at its sole and absolute discretion if PSHE deems or considers that the declaration and/or the accompanying supporting documents are incomplete, insufficient and/or inadequate, whether or not the said posting has been accepted by PSHE.
- (ii) PSHE shall not be liable in any manner whatsoever in the event PSHE decides not to accept posting and/or to continue with posting and/or if any posting is returned, destroyed or detained by any authority at the country of origin and/or country of destination.
- (iii) Where you fail to comply with your obligations herein, PSHE may in its absolute discretion refuse to provide the postal and other related services.
- (iv) In such event, PSHE shall not be liable in any manner whatsoever if PSHE exercises its absolute discretion to refuse to provide such services.
- (v) In addition, PSHE shall not be liable in any manner whatsoever if:
 - 1. the Article posted was lost, damaged (whether in whole or in part) and/or delayed due to your failure in ensuring that Article posted has been labelled and addressed clearly and legibly and wrapped neatly, securely and safely notwithstanding the acceptance of Pos Malaysia for the posting of the Article;
 - 2. the Article posted was lost, damaged (whether in whole or in part) and/or delayed as a result of false, illegible, incomplete, improper or incorrect declaration by you.

(e) For own use

You shall not directly or indirectly offer or resell the Services, in whole or in part, to any third party, including any existing customer of PSHE, without prior written consent from [to insert the name].

4. Packing of Article

- (a) You warrant that the Article are properly and securely wrapped to prevent damage in the course of conveyance and correctly labelled for PSHE to carry out the Services.
- (b) You expressly understand and agree that PSHE shall not be liable or responsible for any delay or loss or damage which is due to your improper or inadequate wrapping/labelling and you shall indemnify and keep PSHE indemnified in the event that the Article causes destruction or damage to any other Article within its proximity or to PSHE's personnel.

5. Declaration of Article

- (a) You warrant that you have given complete, clear and accurate details or description of the Article (including its monetary value). You must give PSHE a full description of the contents of the Article on the consignment note or other accompanying document (if applicable), and your responsibilities and liabilities are not extinguished by providing this information.
- (b) You expressly understand and agree that PSHE shall not entertain any claims made against PSHE for any delay or loss or damage which is due to any false or misleading or inconsistent or incomplete declaration and you shall indemnify and keep PSHE indemnified against any costs, expenses, damages or losses arising from your breach of this Section.

6. Right of Inspection

The Article may be subject to security screening without notice for safety, security, customs or other regulatory reasons which could include the use of x-ray, explosive trace detection and other security screening methods and you accept that the Article may be opened and the contents of the Article may be examined by [to insert name] or any authorities including Customs in accordance to the relevant laws and regulations which includes the Postal Services Act 2012.

7. Complaint and/or Claim for Damaged Article and/or Partially Lost of Article

- (a) Any complaint and/or claim for damaged/ partial loss of contents/ lost Item must be made in writing to PSHE within 30 days from the date of posting (“Complaint and/or Claim Deadline”) and the complaint and/or claim must be submitted together with (a) proof of posting; (b) a copy of the Sender or recipient’s official identification document. PSHE shall be entitled not to entertain any complaint and/or claim received after the Complaint and/or Claim Deadline without any liability whatsoever to the Sender.
- (b) For damaged or partially lost item, report must be made to the nearest Pos Malaysia branches or courier partner at destination country within 48 hours from date of acceptance by the recipient; accompanied by proof of damage item/ packaging (e.g. photo). PSHE reserves the right not to entertain any claim from the shipper if there is no complaint lodged by the shipper or recipient to courier partner at the country of destination.
- (c) Each shipment is entitled to one claim only.

8. Exclusion of Liability

- (a) You expressly understand and agree that PSHE shall not be liable for any loss, misdelivery, delay of or damage to the Article during its transmission of it, unless proven that PSHE has maliciously or negligently or intentionally caused the loss, misdelivery, delay or damage.
- (b) You expressly understand and agree that PSHE shall not be liable to you or to any third parties for any loss or damages whatsoever suffered, or that may be suffered (whether in contract or in tort), any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity or any incidental, special or consequential damages or loss howsoever arising including without limitation breach of contract, negligence, wilful act or default.
- (c) You hereby release PSHE from and indemnifies against any action, proceeding, claim, demand or prosecution arising from or in connection with any loss, damage, injury, illness or death to any person or property, misdelivery including delivery otherwise than to the addressee, delayed delivery, early delivery or failure to deliver or any other loss or damage of any kind.
- (d) PSHE's liabilities are strictly limited to the following subject to whichever is the lower, (i) The actual value of the lost or damaged Article; or (b) Maximum of RM100 for Article containing document/contents weighing less than 1kg; or (c) Maximum of RM300 for merchandise weighing 1kg and more, provided that the merchandise rate were paid during the time of posting by you ("Maximum Liability Limit").
- (e) If the posting value exceeds the Maximum Liability Limit, it is your sole responsibility to insure the Article either through the optional insurance offered by PSHE or any other third party insurance procured by you.

9. Insurance

Optional insurance coverage offered by PSHE is made available to you subject to you purchasing the same and paying the full insurance premium. The said insurance coverage is governed by the terms and conditions stated in the insurance coverage in addition to these Terms and Conditions set forth herein. Should you choose to purchase insurance coverage offered by PSHE, you shall ensure that the content of Article must be declared in a complete and accurate form and manner. PSHE shall not be liable for any insurance claim where inconsistent, inaccurate and incomplete information or declaration is given during the time of postage. The insurance coverage purchased with PSHE is strictly limited to the damage or loss or partial loss of the Article and subject to the value sum insured or any value with prior agreement from insurance company.

10. Compliance to Delivery Standards

PSHE will make every reasonable commercial effort to deliver the Article according to our standard transit time. However, this is limited to direct coverage area, completeness and accuracy of information provided and delivery commitment as calculated based on number of working days only. PSHE is not liable for any loss or damages caused by delays.

11. Force Majeure/Event Beyond PSHE's control

- (a) PSHE shall not be responsible for any delay, loss, destruction or damage to the Article or failure to perform the Services or perform its obligation under these Terms and Conditions caused by matters or circumstances outside and/or beyond Pos Malaysia's reasonable control including but not limited to: (i) act of God, disaster such as earthquake, hurricane, flood and others, (ii) war, embargo, aeroplane accident, national emergency (iii) fire or robbery or theft, (iv) electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Article, even if known or notified to [to insert name], (v) Article that is seized or detained by the Customs Department in Malaysia or any other relevant authority of the country of origin and/or country of destination, (vi) accidents of [to insert name]'s carrier or vehicle transporting the Article (vii) other similar events or contingencies beyond the reasonable control of [to insert name] whose performance is prevented or interfered with.
- (b) In the event that the Article is being seized, retained or confiscated by the Custom Officers or Malaysian Government, you shall be responsible to pay all taxes, duties or penalties levied on the Article imposed by the Custom Officers or Malaysian Government and you shall at your own cost be solely responsible to obtain the Article from the Custom Officers or Malaysian Government.

12. Indirect Loss, Consequential Damages and Other Indirect Costs

PSHE shall not liable in any circumstances whatsoever for any indirect loss and/or consequential damages and/or other indirect costs, whether such loss or damages are special or indirect including emotional loss or damage, and even if the risk of such loss or damage was brought to the attention of PSHE before or after acceptance of the Article.

13. Your Warranties

You warrant, represent and guarantee to PSHE that:

- (a) You shall pay all fees related to the Services prior to the supply of the Services. The fee is based on the weight or size as measured by PSHE. You undertake to pay any surplus fees required for the Services in the event that PSHE determines that the fees paid prior to the supply of the Services are insufficient. All fees to the Services shall be calculated in accordance with the rate and charges published by PSHE from time to time;
- (b) If you act or purport to act as representative or agent for the sender, you have the authority of that person to act on his or her behalf;
- (c) The contents of the Article (i) have been properly described with true, legible, accurate and complete information on the consignment note and the consignment note must be securely fixed; and (ii) have been prepared, packed or wrapped neatly, securely and safely against the ordinary risks of transport, or the performance of the Services, including associated sortation and/or handling processes;
- (d) The Article is not or cannot be regarded or classified as hazardous material, dangerous goods, prohibited or restricted article under any applicable laws, regulations or any other national or international rules including those listed as Dangerous Goods and Prohibited Items by PSHE.
- (e) You shall be solely responsible and liable for all charges, costs and expenses including but not limited to transportation charges and possible surcharges, customs, duties, assessments including any fees related to our prepayment of the same, government penalties and fines, taxes and lawyers fee's and legal costs and any costs which may be incurred in returning the shipment or warehousing, whilst pending disposition of the same;
- (f) The contents of the Article are not restricted or prohibited articles and neither you nor the recipient is a person or organisation with whom PSHE or you may not legally trade under any applicable laws or regulations; and
- (g) You have complied with all laws and regulations of Malaysia (including PSHE policies) relating to consigning, labelling, packaging, carriage, storage and delivery of the Article.

You will indemnify PSHE and hold PSHE harmless from any liabilities PSHE may suffer or any costs, damages or expenses, including legal cost which PSHE incur either to you or to anyone else arising out of you being in breach of any of these warranties, representations and guarantees, even if we inadvertently accept the Article that contravenes any of your warranties.

14. Severance

If any of the above clauses are not enforceable for any reason whatsoever, it would not prevent the validity and enforceability of the other Terms and Conditions herein.

15. Variation of Terms and Conditions

It is hereby agreed that these Terms and Conditions herein may be altered, varied, substituted and/or added to from time to time or at any time by PSHE at its absolute discretion without prior notice. Such alteration, variation, substitution and / or addition shall take effect on the date on which PSHE declares it to be effective.

16. Governing Laws

These Terms and Conditions shall be governed by laws of Malaysia and shall be subject to the exclusive jurisdiction of the Malaysian Courts.