

**Dated: August 20, 2021**

## **CONTAINER LEDGER ACCOUNT (CLA) – TERMS AND CONDITIONS**

- 1) Account holder to pay all invoices rendered by D&D CONTROL (M) SDN BHD (D&D) promptly or within the credit period stipulated in the invoice.
- 2) Account holder to direct any disputes on any invoices to D&D within three (3) days from date of receipt of invoice, failing which it shall be deemed that such invoices are correct.
- 3) D&D may at any time, if it appears that the cash or credit limit placed is insufficient to cover the estimated charges, the account holder will be required to increase the limit based on monthly volume container handled.
- 4) This account covers container demurrage, detention and damage (M&R) charges.
- 5) Account holder is required to increase the ledger amount via cash payment (RM10,000) for High-Risk Cargo, Dangerous Goods, Special Equipment and 1st time customer. However, Shipping Lines/Shipping Agents/NVOCCs may impose additional container deposit, if deemed necessary at their discretion.
- 6) Account holder must declare container Liability Insurance policy to cover for total loss.
- 7) If item six (6) is not available, account holder is subject to Container Protection Charges (CPC) for each container.
- 8) Account holder acknowledges and consent for the utilization of your shipment details for CLA administrative and payment of related services.
- 9) D&D has the right at any time to deduct from any balance payment in CLA account, upon any invoices being overdue. Account holder acknowledges that any overdue/outstanding invoices might affect your ledger account status.
- 10) Account holder shall agree and acknowledge that D&D reserves the right and discretion to suspend, terminate or restrict your account to the use of the CLA services at any time, for any reason without limitation should you breach any of these T&C, or violate the rights of D&D, or any other account holders.

### **11) Deactivation of the Ledger Account:**

- 11a) The Ledger Account must be maintained for at least six (6) months and account deactivation is only allowed if the account holder has no shipment within the last three (3) months.
- 11b) For Cash Ledger account, D&D shall refund the "Balance Ledger Amount" to the account holder within thirty (30) days from the written confirmation of the deactivation notice from the account holder.
- 11c) For Credit Ledger account, account holder is required to settle all outstanding charges with D&D immediately.

### **12) Standard Operating Procedures:**

#### **(A) Damage (M&R) Charges**

- (A1) Participating Shipping Lines/Agents, NVOCCs, Freight Forwarders and/or D&D will send an Estimate of Repairs (EOR) within five (5) working days upon receipt of the empty container at nominated depot and after verification of the damage(s).
- (A2) EOR pre-notice to the account holder to notify on the pre-damage claim.
- (A3) Account holder must pay the charges within seven (7) working days from date of receipt of the EOR, if there is no dispute.
- (A4) In the event of any disputes with the EOR raised, account holder must respond within three (3) working days from date of receipt of the EOR.
- (A5) After dispute is resolved, the account holder must settle the charges within seven (7) working days.
- (A6) If the account holder fails to respond after the stipulated period, D&D shall convert the account to Cash Ledger.

#### **(B) Detention & Demurrage**

- (B1) Participating Shipping Lines/Agents, NVOCCs and/or D&D will send the invoice within three (3) working days upon empty container return to nominated depot.
- (B2) Account holder must pay the charges within the credit period stipulated in the invoice, if there is no dispute.
- (B3) In the event of dispute, account holder must respond within three (3) working days from date of receipt of invoice.
- (B4) After dispute is resolved, account holder must settle the charges within seven (7) working days.
- (B5) If the account holder fails to respond after the stipulated period, D&D shall convert the account to Cash Ledger.

### **13) Changes to these Terms & Conditions of CLA:**

- 13a) D&D reserves the full rights to revise these terms and conditions of CLA and/or include new requirements from time to time at D&D's absolute discretion. The revised version will be effective at the time we post it, unless otherwise stated herein.
- 13b) Your continued use of the CLA account and/or services provided herein subsequent to any such change will be deemed as your acceptance to those changes. However, account holders are encouraged to periodically review the changes or additions to these T&C at

<b>CHECKLIST</b>			
<b>ACTIVATION FOR CONTAINER LEDGER ACCOUNT (CLA)</b>			
<b>NO</b>	<b>DOCUMENT</b>	<b>DETAILS</b>	<b>CHECKLIST</b>
1	Container Ledger Account (CLA) - Activation Form	Duly signed with company stamp.	
<b>Activation Form from Company registered under Company Act 2016:</b>			
2a	Form 9	As evidence that the Company has been incorporated in Malaysia.	
2b	Form 13	If there any change of Company name.	
2c	Form 24 & Section 51	Provides information of shareholding structure of the Company.	
2d	Form 49 & Section 58	Provides information on the structure of the Board of Directors of the Company.	
<b>Or</b>			
2e	Latest print out of Company Corporate Information from SSM website - 6 pages		
<b>Activation Form from Sole Proprietorship / Partnership / Limited Liability Partnership (LLP):</b>			
3a	Form D / Business Registration / LLP Certificate & Profile	Provides information of the Company.	
3b	Copy of NRIC (the company owner)	To certify the person exists.	
<b>Container Liability Insurance Policy</b>			
4a	Copy of the Container Liability Insurance Policy to cover for total loss (with minimum RM100,000.00 policy)		
<b>Container Protection Charges (CPC) - (Applicable in the absence of Item 4a)</b>			
5a	Charges per container	GP: RM10.00 SP: RM20.00	

**LEDGER ACCOUNT LIMIT**

- (i) Type of Account: Cash Ledger (Prepaid services) and Credit Ledger (Postpaid services)
- (ii) Advance payment in a form of IBG, Banker's Cheque or Cash to be provided by applicant.
- (iii) Bank Account Details: RHB Islamic Bank Bhd / Account No.: 2-12466-6000134-3 / Account Name: D&D CONTROL (M) SDN BHD
- (iv) The limit is based on container volume (units) per month.
  - \* Below 10 containers monthly : RM5,000.00
  - \* 11 to 50 containers monthly : RM10,000.00
  - \* 51 to 100 containers monthly : RM20,000.00
  - \* Above 100 containers monthly : RM30,000.00

**CONTAINER PROTECTION CHARGES (CPC)**

- (i) CPC covers total loss of container.
- (ii) The above covers due to: Burglary, Theft, Hijack, Fire, Lightning, Explosion and Accidental Damage to containers which suffer damage whilst on land transit after gate out from the designated ports in Malaysia including whilst storage/unloading/loading of the cargo at the Merchants' premises in Malaysia until safe and empty return to designated container depots.
- (iii) General Purpose Container (GP)  
(20' GP, 40' GP and High Cubes containers): RM30,000.00 per container  
  
Special Container (SP)  
(45' GP, Flat Rack, Open Top, Open Sided, Tanks and Reefer containers): RM80,000.00 per container

**Charges Per Unit**

General Purpose Container (GP): RM10.00 per container  
Special Container (SP): RM 20.00 per container

- (iv) CPC may vary from time to time
- (v) CPC invoice is effective upon container gate out from Terminal. Please ensure prompt payment of invoice to avoid insurance query.