



Standard Trading Condition SML

The Customer's attention is drawn to the Clauses hereof which exclude or limit the company's liability and those which require the Customer to Indemnify the Company in certain circumstances.

CHAPTER I DEFINITIONS

1. In these conditions:
 - a) Company means Indonesian Freight Forwarder and Logistic Service Providers or Customs Brokers who are members of Indonesian Logistics and Forwarders Association (ILFA) who provides any services issues either its own bill of lading, way bill or transport document under upon and subject to the provisions of these conditions.
 - b) Services means any business undertaken or any advice, information or services provided by the company.
 - c) Conditions means the entire u n d e r t a k i n g s , terms, conditions and clauses embodied herein and includes the Company's terms and conditions printed on the front of the Shippers' Instructions and of the Company's form of transport document (including trading under these Conditions).
 - d) Electronic Data Interchange means the electronic data transfer and exchange data from computer to computer of commercial or administrative transactions using agreed standard to structure the transaction or message data.
 - e) The Owner means the owner of the goods, include the owner, shipper, and consignee of the goods and any other person who is or may become interested in the goods and anyone acting on their behalf.
 - f) The Customer is any person who asks on its own behalf or on behalf of the company to conduct commerce, or provide advice, information or provide services.
 - g) Instruction is a statement of the customer's specific request.
 - h) Authority is a competent authority or person exercising administrative and act on its power and the executive power in the national territory, states, cities, ports or airports.
 - i) Container is a container freight (including but not limited to containers, tanks flexion, trailers, tank transporters, pedestal base (flat), pallets or tools used to merge / consolidate goods), which can transport with a special identification unit, and marking, as a tool (including equipment that enables ready handled) that is part of or devices connected to it.
 - j) Dangerous goods mean goods, including goods that are or may be dangerous because flammable or contain radioactive or easily destroyed itself or form packaging hazardous or contain pests or pesticides or have attributes valid, the administrative inhibit the transport of other goods, for demolition or

otherwise can cause obstruction; and to imprint trashing the place or used worn-life except the former has been declared safe.

- k) Goods means the cargo relating to the provision of services provided by the Company and included container, packaging or pallets supplied by or on behalf of the customer.
- l) Hague Visby Rules is the International Convention for the unification of the rules relating to Bills of Lading signed at Brussels on August 25, 1924, as amended by the Protocol made at Brussels on February 23, 1968.
- m) Multimodal Transport Operators is any person who concludes a multimodal transport contract and assumes responsibility for the performance thereof as a carrier.
- n) Warsaw Convention is an international convention on unification of rules relating to international carriage by air, signed at Warsaw October 12, 1929, and amended by The Hague Protocol 1955 and the Montreal Protocol in 1995.

The title of Chapter I of the definitions and requirements are just reference only.

2. (A) Subject to sub-paragraph (B) and (C) below, all and any activities of the Company in the Course of business whether gratuitous or not are undertaken subject to these Conditions.

(B) If any legislation is compulsorily applicable to any business undertaken, these Conditions shall, as regards such business, be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be overridden to that extent and no further.

(C) Subject to sub-clause (B) above, the Company and the Customer may agree that in respect of all or any part or parts of any contract for the movement of goods, the Company shall issue a FIATA Combined Transport Bill Of Lading (FBL) subject to the current Standard Conditions governing FIATA Combined Transport Bills of Lading, provided that such document is issued subject to current ICC uniform rules for a combined transport document and that this is printed on the face of the document. Where such a document is issued, the terms and conditions embodied in it shall be paramount in governing the relationship between the Customer and the Company insofar as those terms and conditions are inconsistent with or repugnant to these Conditions.

CHAPTER II APPLICABILITY

1. The ILFA's STC is applicable to ILFA/ALFI's member who act either as customs broker, agent, freight forwarding, multimodal operator and other logistics activities whose permit under Freight Forwarding License.
2. The ILFA's STC conditions apply in the forwarder's business relationships with traders, legal persons and state enterprises and cover all his services, it respective of whether these have to do with forwarding, carriage business (whether by land, sea or air), storage, agency work or other operations connected with the forwarding trade.
3. The ILFA's STC conditions are not applicable where the forwarder is acting simply as a sub-contractor to a transport undertaking on the basis of the special conditions. Moreover, the ILFA's STC conditions are applicable only in so far as an activity that is ordinarily regarded in business as a purely forwarding activity is involved. Nor the Conditions apply to transactions whose subject –matter is solely packing, craneage or

assembly work of exceptionally bulky loads; but these exclusions do not apply to the forwarder's domestic transshipment business.

4. If special local or regional trade customs or legal provisions differ from the ILFA's STC, the latter take precedence, except where such legal provisions are of a mandatory nature. The ILFA's STC are not to be applied to the extent that the forwarder, by virtue of a contract with himself (Selbsteintritt:) or a freight contract, carries out the forwarding of the goods in his own transport in the course of long-distance road haulage (under the road haulage law/UU No 22/
5. 2009) or international road transport under the Convention on the Contract for the International Carriage of Goods by Road (CMR). If the forwarder is operating in the maritime or inland waterway business, terms differing from the ILFA's STC can be agreed on the basis of any special conditions established by the forwarder for that type of business.
6. The forwarder is authorized to agree the usual business terms and conditions of third parties. In the relationship between a principal forwarder and in intermediate forwarder the business terms and conditions of the intermediary forwarder are deemed to be the ILFA's STC.

The Company's General Responsibilities

3. (A). The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgment.
(B). Subject to the clause 28 hereof, the Company shall carry out its services within a reasonable time.
(C). Subject to these Conditions and in particular to the discretion reserved to the Company below the Company shall take all reasonable steps to perform any of the Customer's instructions accepted by the Company.
(D). If at any stage in any transaction the Company should reasonably consider that there is good reason in the Customer's interests to depart from any of the Customer's instructions, the Company shall be permitted to do so and shall not incur any additional liability in consequence of so doing.
(E). When using its discretion as permitted in these Conditions, the Company shall do so with due regard to the interests of the Customer.
4. If after a contract has been agreed events or circumstances come to the attention of the Company which in the opinion of the Company make it wholly or in part impossible for the Company to fulfill its duties it shall take reasonable steps to inform the Customer of such events or circumstances and seek further instructions.

Obligations of The Customer's Undertaking

5. (A). The Customer shall be deemed to be competent and to have reasonable knowledge of matters effecting the conduct of his business, including terms of sale and purchase and all other matters relating there to:
(B). The Customers shall give sufficient and executable instructions, and the company shall within the limits of its duty of care and diligence, inform the Customers if it considers that the Customer's instructions are insufficient or unable to be executed.
6. The Customer warrants that he is either the Owner or the authorized agent of the Owner and also that he is accepting these Conditions not only for himself but also his agent for and on behalf of the Owner.

7. In authorizing the Customer to enter into any with the Company and/or in accepting any document issued by the Company in connection with such contract, the Owner, sender and consignee accept these Conditions for themselves and their agents and for any parties on whose behalf they or their agents may act, and in particular, but without prejudice to the generality of this clause, they accept that the Company shall have the right to enforce against them jointly and severally any liability of the Customers under these Conditions or to recover from them any sums to paid.
8. (A). The Customer shall indemnify the Company against all liability for loss, damage, cost and expenses whatsoever arising out of the Company acting in accordance with the Customer's instructions or arising from any breach by the Customer of any warranty contained in these Conditions or from the negligence of the Customer.

(B). Without derogation from sub-clause (A) above, the Customer shall indemnify the Company against any liability assumed or incurred by the Company when by reason of carrying out the Customer's instructions the Company has reasonably become liable or may become liable to any other party.
9. Except to the extent caused by any negligence on the part of the Company the Customer shall be liable for and shall indemnify the Company in respect of all duties taxes imposts levies deposits and outlays of whatsoever nature levied by any authority in relation to the goods and for all payments fines costs expenses loss or damage whatsoever incurred or sustained by the Company in connection therewith.
10. (A). The Customer undertakes that no claim shall be made against any Director, Manager, employee or servant which imposes or attempts to impose upon them any liability in connection with any services which are subject of these Conditions and if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.

(B). The Customer shall save harmless and keep the Company indemnified from and against all claims, costs and demands whatsoever and by whomsoever made or preferred in excess of the liability of the Company under the terms of these Conditions and without prejudice to the generality of this clause this indemnity shall cover all claims costs and demands arising from or in connection with the negligence or breach of duty of the Company, its servants sub- contractors or agent.

(C). In this clause "sub-contractor" includes direct and indirect sub-contractors and their respective servant and agents and "agents" includes sub-agents and their respective servants or agents.
11. The Customer warrants that the descriptions and particulars of any goods furnished by or on behalf of the Customer are full and accurate.

(A). The Customers shall warn the Company if any goods which are the subject of any transaction to which these conditions apply are liable to taint or effect other goods; and the Customers shall indemnify the Company against any liability, loss, damage, costs or expenses incurred by the Company as a consequence of the Customers failure to do so or his failure to do so in good time.

(B). Except where the Company has accepted instructions in respect of the preparation packing stowage labeling or marking of the goods the Customers warrants that all the goods have been properly and sufficiently prepared, packed, stowed, labeled and/or marked, and that the preparation packing stowage labeling and marking are appropriate to any operations or transactions affecting the goods and the characteristics of the goods.

(C). Where the goods are carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device specifically constructed for the carriage of goods by land, sea or air. (each hereafter individually referred to as "transport unit") there save where the Company has accepted instructions as principal to load the transport unit, the Customers warrants:

- I. that the transport unit has been properly and completely loaded.
 - II. that the goods are suitable for carriage in or on the transport unit, and
 - III. that the transport unit is in a suitable condition to carry the goods loaded therein (save to such extent as the Company has approved the suitability of the transport unit).
12. The Customers shall indemnify the Company in respect of any claims of general average nature which may be made on it and shall provide such security as may be required by the Company in this connection.
 13. The Customer agrees to make any claim against the Company in writing and without delay; in the event to delay in presentation of a claim causing prejudice to the Customer or to the Company, the Company shall be relieved of all and any liability in respect of such claim.

The Company Roles

14. (A). Subject the clauses 21 and 23 below, in the absence of specific agreement between the Customer and the Company, the company shall be entitled to procure the carriage, storage, packing or handling of the goods as an Agent subject to these Conditions or to provide any or all of its services as a principal contractor.

(B). The offer and acceptance of a fixed price for the accomplishment of any task shall not itself determine whether such task is to be arranged by the Company acting as Agent or to be provided by the Company acting as contracting principal.

(C). When acting as an Agent, the Company does not make or purport to make any contract with the Customer for the carriage storage, packing, or handling of any goods nor for any other physical service in relation to them and act solely on behalf of the Customers in securing services by establishing contracts with third parties so that the direct contractual relationships are established between the Customers and such third parties.

(D). The Company shall on demand by the Customer provide evidence of any contract entered into as Agent for the Customer. Insofar as the Company may be in default of this obligation, it shall be deemed to have contract with the Customer as principal for the performance of the Customer's instructions.

Company's General Conditions

15. The Company shall be discharged of all liability whatsoever howsoever arising in respect of any service provided for the Customer or which the Company has undertaken to provide unless suit be brought, and written notice thereof given to the Company within one year from the date of the goods delivery or the date should the goods delivered to the customer.
16. Except under special arrangements previously made in writing the company accepts no responsibility for departure arrival dates of goods.
17. (A). if delivery of the goods or any part thereof is not taken by the Customer, Consignee or Owner, at the time and place when and where the company is entitled to call upon such person to take delivery thereof, the Company shall be entitled to store the goods or any part thereof at the sole risk of the Customer, whereupon the liability of the Company in respect of the goods or that part thereof stored as aforesaid shall wholly cease and the cost of such storage if paid for or payable by the Company or any Agent or Subcontractor of the Company shall forthwith upon demand be paid by the Customer to the Company.

(B). (I) The Company shall be entitled at the expense of the Customer to dispose of (by sale or otherwise as may be reasonable in all the circumstances).

(a). on 21 days' notice in writing to the Customer, or where the Customer cannot be traced, and reasonable effort have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the goods, any goods which have been held by the Company for 90 days and which cannot be delivered as instructed; and

(b). Without prior notice, goods which have perished, deteriorated or altered are immediate prospect of doing so in a manner, which has caused or may reasonably be expected to cause loss or damage to third parties or to contravene any applicable laws or regulations.

(II). The Company shall give appropriate credit to the Customer for any balance arising out of the proceeds of sale of the goods after deduction of the Company's cost of sale.

18. Except insofar as may be required to comply with the Customer's instructions as regards documentation, or except under special arrangements previously made in writing the Company shall not be obliged to arrange for the goods to be carried, store or handled separately from other goods.

19. (A). No insurance will be affected except upon express instructions given in writing by the Customer and all insurance effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance company or underwrites taking the risk. Unless otherwise agreed in writing the Company shall not be under any obligation to affect a separate insurance on each consignment but may declare it on any open or general policy held by the Company.

(B). Insofar as the Company arrange insurance, the Company act solely as Agent for the Customer using its best endeavors to arrange such insurance and does so subject to the limits of liability contained in Clause 27 hereof.

20. Except in accordance with express instructions in writing previously received and accepted by the Company the Company shall not be obliged to make any declaration for the purpose of any statute, convention or contract as to the nature or value of any goods or as to any special interests in delivery.

21. (A). Except under special arrangement previously made in writing or under the terms of printed document signed by the Company any instructions relating to the delivery or release of the goods in specified circumstances only, such as (but without prejudice to the generality of this clause) against payment or against surrender of a particular document, are accepted by the Company only as Agents for the Customer where third parties are engaged to effect compliance with the instructions.

(B). The Company shall not be under any liability in respect of such arrangements as are referred to under sub-clause (A) here of save where such arrangements are made in writing.

(C). In any event, the Company's liability in respect of the performance or arranging the performance of such instructions shall not exceed that provided for in these Conditions in respect of loss of or damage to goods.

22. Advice and information, in whatever form it may be given, is provided by the Company for the Customer only and the Customer shall indemnify the Company against any liability, claims, loss, damage, cost, or expenses arising out of any other person relying upon such advice or information. Except under special arrangements previously made in writing, advice and information which is not related to specific instructions accepted by the Company is provided gratuitously and without liability.

23. The defenses and limits of liability provided for in these Conditions, shall apply in any action against the company whatsoever, howsoever arising, whether the action be founded in contract tort or otherwise.
24. Except following instructions previously received in writing and accepted by the Company, the Company will not accept or deal with goods of a dangerous or damaging nature, nor with goods likely to harbor or encourage vermin or other pests. If such goods are accepted pursuant to special arrangement and then in the opinion of the Company, they constitute a risk to other goods. Property, life or health, the Company shall where reasonably practicable contact the Customer but reserves the right at the expense of the Customer to remove or otherwise deal with the goods.
25. Should any Customer otherwise than under special arrangements previously made in writing as set out in Clause 24 above, deliver to the Company or cause the Company to deal with or handle goods of a dangerous or damaging nature or goods likely to harbor or encourage vermin or other pests he shall be liable for all loss or damage arising in connection with such goods and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection there with and the goods may be dealt with in such manner as the Company or any other persons in whose custody they may be at any relevant time shall think fit.
26. (A). Except under special arrangement previously made in writing the Company will not accept or deal with bullion, coin, precious stone, jewelry, valuables, antiques, pictures, human remains, livestock or plants. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing the Company shall be under no liability whatsoever for or in connection with such goods howsoever arising.
- (B). The Company may at any time waive its rights and exemptions from liability under sub clause (A) above in respect of any one or more of the categories of goods mentioned herein or of any part of any category. If such waiver is not in writing, the onus of proving such waiver shall be on the Customer.

Company Contracting as Agent

27. Clauses 28 to 30 below inclusive apply where and to the extent that the Company in accordance with these conditions is acting as agent on behalf of the Customer.
28. The Company shall be entitled, and the Customer hereby expressly authorizes the Company, except in so far as has been otherwise specifically agreed between the Company and the Customer, to enter into contracts on behalf of the Customer.
- a) for the carriage of goods by any route or means or persons;
 - b) for the storage, packing, trans-shipments loading unloading or handling of the goods by any length of time.
 - c) for the carriage or storage of goods in or on transport units as defined in Clause 13 (c) or with other goods of whatever nature and
 - d) d) to do such acts as may in the opinion of the Company be reasonably necessary in the performance of its obligations in the interests of the Customer.
29. The Company shall be entitled to perform any of its obligations herein by itself or by its parent, subsidiary or associated Companies or by any other person, firm or Company. In the absence of agreement to the contrary any contract to which these Conditions apply is made by the Company on its own behalf and also

as agent for and on behalf of any such parent, subsidiary of associated Company and any such Company shall be entitled to the benefit of these Conditions.

30. Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others no declaration of value where optional will be made except under special arrangements previously made in writing nor shall the Company be under any liability to the customer by reason of having entered into any contract on behalf of the Customer of whereby the extent or degree of the liability assumed by a carrier warehousemen or other party is in any respect excluded or limited save where such contract is in contrary to specific instructions given by the Customer and accepted by the Company.

Company Contracting as Principal

29. Clauses 32 to 35 inclusive apply where and to the extent that the Company in accordance with these Conditions is Contracting as principal.
30. The Company is not a common carrier and deals on the basis of these Conditions alone. The Company reserves to itself a reasonable liberty as to the means route and procedure to be followed in the handling, storage and transportation of goods.
31. (A). When and to the extent that the Company has contracted as principal for the performance of any services it undertakes to perform and/or in its own name to procure the performance of those services and subject always to the totality of these Conditions accepts liability for loss of or damage to goods taken into its charge occurring between the time when it takes the goods into its charge and the time when the Company is entitled to call upon the Customer, Consignee or Owner to take delivery of the goods.
- (B). The Company shall be deemed to have taken the goods into its charge when they have been received by the Company or have been released or handed over by the Customer or any person acting on behalf of the Customer to any person acting on behalf of the Company in accordance with any directions of the Company for the performance of the Customers Instructions.

Limitations of Liabilities

34. Subject always to Clauses 3 above and 37 below the Company shall be relieved of liability for any loss or damage if and to the extent that such loss or damage was caused by:
- a. The act or omission of the Customer or person other than the Company acting on behalf of the Customer or of the person from whom the Company took the goods in charge;
 - b. Insufficiency of the packing and/or marks and/or labels and/or numbers except where the Company had undertaken to carry out the packing application of marks or labeling or numbering of the goods;
 - c. Handling loading stowage or unloading of the goods by the Customer or any person acting on behalf of the Customers;
 - d. Inherent vice of the goods;
 - e. Strike, lock out, stoppage or restraint of labor, the consequences which the Company was unable to avoid by the exercise of reasonable diligence;
 - f. Any cause or event which the Company was unable to avoid and the consequences whereof The Company to prevent by the exercise of reasonable diligence.

The burden of proving that the loss or damage was due to one or more of the above causes or agents shall rest upon the Company.

(A) Subject to clause 3 above and sub-clause (D) and (F) below the Company's liability howsoever arising and not withstanding that the cause of loss or damage be unexplained shall not exceed:

(i) in the case claims for loss or damage to goods.

(a). The value of any goods lost or damage of goods.

(b). IDR 10,000.00 (IDR Ten Thousand) per kilo or gross weight of any goods lost or damaged whichever shall be the least.

(ii). In the case of other claims:

(a). the value of the goods the subject of the relevant transaction between the Company and its Customer or

(b). IDR 10,000.00 (IDR Ten Thousand) per kilo of the gross weight of the goods the subject of the said transaction, or

(c). IDR 50,000,000.00 (IDR Fifty Million) in respect of any one transaction whichever shall be the least.

For the purposes of part (i) and (ii) above the value of the goods shall be their value at the place and time they are delivered to the Consignee in accordance with the relevant transaction between the Company and the Customer or should have been so delivered. The Local Currency Rupiah shall be calculated as at the date when the claim was first notified to the Company in writing if the claims are settled in Foreign currency.

(B) Subject to Clause 3 above, and sub clause (D) and(F) below, the Company's liability for the loss or damage as a result of failure to deliver or arrange delivery of goods in a reasonable time or (where there is a special arrangement under clause 18) to adhere to agreed departure or arrival dates shall not in any circumstances whatever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant transaction.

(C) Save in respect of such loss or damage as referred to at sub-clause (B) and subject to clause 3 above sub-clauses (D) and (F) below the Company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profit of market or the consequences of the delay or deviation however caused.

(D) By special arrangement agreed in writing the Company may accept liability in excess of the limits set out in sub clauses (A) to (c) above upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.

(E) If expressly instructed so to do in writing by the Customer the Company will use its best endeavors in accordance with clause 21 hereof to procure insurance (where available) to indemnify the Customer in respect of any loss which he may suffer in excess of the amounts recoverable in accordance with these Conditions.

(F) In any case where, in accordance with these Conditions the Company is liable to pay compensation in respect of loss or damage to goods and it is known where such loss or damage occurred the extent and the

amount of the liability in respect of such loss or damage shall be determined by the provisions contained in any applicable convention or law which provisions.

- (i) Cannot be departed from by private contract to the detriment of the Claimant and
- (ii) Would have applied if the Claimant had made a separate and direct contract with the actual provider of the particular service in respect of that service or that part of any operation where the loss damage occurred and received as evidence thereof any particular document which must be issued in order to make such convention or law applicable.

The relevant provisions of The Hague Visby rules contained in the protocol of Brussels dated February 23rd 1968 shall be applied to all carriage of goods by sea and where no mandatory international or national law applies to the carriage of goods by inland waterways also and such provisions shall be applied to all goods whether carried on deck or under deck.

Warsaw Convention

35. If the Company acts as principal in respect of a carriage of goods by air the following notice is hereby given:

If the carriage involves an ultimate destination or stop in a country other than the country of departure the Warsaw Convention may be applicable and the Convention governs and, in most cases, limits the liability of carriers in respect of loss of damage to cargo. Agreed stopping places are those places (other than the places of departure and destination) shown under requested routing and/or those places shown in carriers timetables as scheduled stopping places for the route. The address of the first carrier is the airport of departure.

Miscellaneous

36. The Customer shall pay to the Company in cash or as otherwise agreed all sums immediately when due without reduction or detourment on account of any claim, counter claim or set off.

37. Despite the acceptance by the Company of instructions to collect freight, duties, charges or other expenses from the Consignee or any other person the Customer shall remain responsible for such freight duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such Consignee or other person when due.

38. (A). Subject to sub clause (B) hereof the Company shall have a general lien on all goods and documents relating to goods in its possession, custody or control for all sums due at any time from Customer or Owner and shall be entitled to sell or dispose of such goods or documents as agent for and at the expense of the Customer and apply the proceeds in or towards the payment of such sums on 28 days' notice in writing to the Customer. Upon accounting to the Customer for any balance remaining after payment or any sum due to the Company and the costs of sale or disposal the Company shall be discharged of any liability whatsoever in respect of goods or documents.

(B). When the goods are liable to perish or deteriorate the Company's right to sell or dispose of the goods shall arise immediately upon any sum becoming due to the Company subject only to the Company taking reasonable steps to bring to the Customer's attention its intention of selling or disposing of the goods before doing so.

39. The Company shall be entitled to retain and be paid all brokerages commissions allowances and other remunerations customarily retained by or paid to freight forwarders.

Jurisdiction and Law

40. In case of dispute, the disputing parties shall in the first instance endeavor to arrive at an amicable settlement by way of consultations; however, should such effort failed to achieve its objectives, then the parties hereto agree to submit their differences to INDONESIA board of arbitration (BANI) to be appointed upon mutual consent of the parties and finally by failure of such board to solve the matter the same shall be settled through court proceedings in Jakarta.
41. Subject to Clause 3 (B) hereof these conditions and any act or contract to which they apply shall be governed by Indonesian Law.

DANGEROUS GOODS (AIR)

42. The inherent characteristics of certain commodities make it impossible for them to be carried by air without endangering the safety of aircraft, passengers or crew. However, some goods of dangerous nature can be accepted for carriage providing the quantity is restricted to within given limits and packing conforms to specifications laid down in the current edition of the IATA Dangerous Goods Regulation /ICAO Technical Instructions. The Airline's agreement to accept dangerous cargo must be obtained before the consignment is delivered. A shipper's declarations for dangerous goods in duplicate on the form appropriate to the danger involved as required by the current IATA Dangerous Goods Regulations must accompany every consignment of dangerous cargo, worded as follows:

"I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name classified, packed marked and labeled and are in all respects in the proper condition for transport by air according to the applicable international and National Government Regulations".