



## E-POSLAJU - GENERAL TERMS & CONDITIONS OF SERVICE (DOMESTIC)

### I. INTRODUCTION

- 1.1 These terms and conditions set out the basis on which **Pos Malaysia Berhad (229990-M)** (“**Pos Malaysia**”) will deliver postal articles including parcels and mail (“**Items**” or “**Item**”) via its delivery services known as “Poslaju”. The types of Poslaju delivery services offered by Pos Malaysia can be found in <http://www.poslaju.com.my> (“**Services**”).
- 1.2 Save for any agreed special services to be rendered and where applicable, the Services provided by Pos Malaysia are limited to collection and delivery only.
- Please read all the stipulated terms and conditions here and those found in Pos Malaysia’s [privacy policy](http://www.pos.com.my/media/1141/pdpa-notice-eng-as-at-7-jan-2015-v2.pdf) page at <http://www.pos.com.my/media/1141/pdpa-notice-eng-as-at-7-jan-2015-v2.pdf>.
- 1.3 Carefully as these terms and conditions will govern the provision of the Services and your relationship with Pos Malaysia. Please refrain from using the Services or any part thereof if you disagree with any of these terms and conditions.
- 1.4 By using and/or continuing to use the Services, you agree to comply with and be bound by these terms and conditions.
- 1.5 The expression “Business Days” shall mean a day (other than Sunday, first Saturday of each month or public holidays), on which Pos Malaysia is open for business in its respective locations in Malaysia. In states where Pos Malaysia is closed for business on days other than Saturdays, Sundays and/or public holidays, “Business Day” shall be construed and interpreted accordingly.

### 2. CONDITIONS OF CARRIAGE

This section sets out the various conditions and restrictions which apply to the carriage by Pos Malaysia. It also explains the consequences to you as the sender if the conditions of carriage are not met.

#### 2.1 Weight Composition

- 2.1.1 All Items must comply and correspond with Pos Malaysia’s volumetric weight measurements as stipulated in <http://www.poslaju.com.my/ship-with-us/#>
- 2.1.2 Pos Malaysia reserves the right not to entertain Items which do not comply and correspond with the above.

#### 2.2 Important Documents

Posting of any item in its original form which are deemed important, essential or fundamental such as original and/or official documents of MyKad, passports, birth/marriage certificates, cheque books, road tax and/or certificates are strictly not encouraged .

#### 2.3 Your Responsibility

- 2.3.1 You are accountable and responsible for all of your Items posted via Poslaju in all respects (including the packing, declaration, condition and content thereof) including but not limited to:

- (a) fragile or breakable Items – you are responsible for the posting of any fragile, flimsy, breakable or delicate Items such as glass, porcelain, ceramic or the like;
- (b) perishable and/or food Items – you are responsible for the posting of any perishable Items or the like; or
- (c) other Items that can bring harm/damage to other Items.

Under no circumstances shall Pos Malaysia accept any responsibility in connection with such item including if any of such item is broken, dented, impaired, spoiled, scratched, damaged, destroyed or becomes contaminated or corrupted in part or in whole.

You shall at all times cause and ensure that the posting of your item will not directly or indirectly cause Pos Malaysia to suffer or incur any losses or damage.

### 2.3.2 **Undertakings**

You confirm and undertake that you will at your cost:

- (a) ensure that all Items posted via Poslaju are not unlawful under any applicable laws or regulation;
- (b) refrain from using Poslaju for any unlawful purposes;
- (c) ensure that all Items posted via Poslaju will not cause any form of harm or danger to Pos Malaysia or any third party in any way regardless of shape or form.

### 2.3.3 **Packaging**

- (a) You are responsible for ensuring the Item posted is properly packed and labelled on every surface and wrapped or packaged perfectly, safely, and meets the safety features to ensure content is protected during normal operations during processing.
- (b) Under no circumstances shall Pos Malaysia accept any form of liability for any damage or loss resulting from improper packing and/or packaging.

### 2.3.4 **Declaration of Content**

Declaration of content and actual value of content of the Item for posting must be completed with the correct details. Under no circumstances shall Pos Malaysia accept any form of liability for any damage or loss which you may suffer or incur as a result of false, illegible, incomplete, improper or incorrect declaration.

### 2.3.5 **Drop Off and Delivery Conditions**

You have up to **seven (7) Business Days** from the date the online payment is made to drop off your Item at any Pos Laju centre for posting and delivery purposes (“**Drop Off Period**”). Pos Malaysia reserves the right not to deliver any Item or entertain and/or accept any Item for drop off if such Item is dropped off after the Drop Off Period. A new and separate payment will have to be made by you for the posting of the said Item if you still wish for the same to be delivered via Poslaju.

### 2.3.6 **Postage Charges**

Postage Charges are based on weight by calculating volumetric weight compared to the actual weight of the item, whichever being the higher.

Additional postage charges will be chargeable on and payable by you if:

- (a) the weight of the item differs from the weight declared on the PLIA consignment note; or
- (b) volumetric calculation will be taken into account if one dimension (length / height / width) of the Item exceeds **30cm**.

### 2.3.7 Refund of Postage Charges

You are entitled to receive from Pos Malaysia a full refund of the Postage Charges referred to in **Article 2.3.6** if such Item has not been dropped off within the Drop Off Period provided you comply with the procedures stipulated in the provisions of **Article 6.2**.

### 2.3.8 Tracking

Posting status can be tracked and traced through [www.Pos.com.my](http://www.Pos.com.my) or PosLine at **I 300 300 300**. Any inquires or complaints regarding any item posted via PosLaju must be submitted within **thirty (30) days** from the drop off date.

### 2.3.9 Goods and Services Tax

In general, services rendered by Pos Malaysia are subject to Goods and Services Tax save for exceptions described in <http://www.pos.com.my/about-us/faq/?GST-faq#GST-overview>

### 2.3.10 Taxes, Fines or Penalties

You are solely responsible for tax, duty, fines or penalties imposed by such relevant authorities. Pos Malaysia will not act as your representative in any dealings with such relevant authorities that detain or seize the shipped Items.

## 3. DANGEROUS GOODS AND PROHIBITED ITEMS

- 3.1 Posting or drop off of any Items that are or can be classified as dangerous goods and/or prohibited Items by Pos Malaysia, the relevant authorities in Malaysia or the relevant authorities in the place of destination is strictly prohibited unless such item accompanied with proper and valid documentation (example: a duly completed and valid Declaration Form for Dangerous and Prohibited Items).

Please refer to <http://www.poslaju.com.my/ship-with-us#id3> for information and the current list of dangerous goods and prohibited Items before proceeding to post your item. Pos Malaysia reserves the right to impose additional charges on you for the handling of dangerous goods and/or prohibited Items which are accompanied with proper and valid documentation without prior reference to or consent from you.

- 3.2 Pos Malaysia reserves the right to amend and change the type of Items that classified as dangerous goods and/or prohibited Items at any time and from time to time. You are advised to visit <http://www.poslaju.com.my/> from time to time to keep abreast with the latest changes to this list.

- 3.3 Notwithstanding the above, Pos Malaysia reserves the right to carry out the following if Pos Malaysia suspects or believes that the content of any item posted by you is or can be classified as dangerous goods and/or prohibited Items:

- (a) reject or refuse such posting or drop off;
- (b) detain such item or any part thereof;

- (c) dispose or destroy such item or any part thereof; or
- (d) hand-over such item or an part thereof to the relevant authorities in Malaysia or at the place of destination;

whereupon all costs incurred by Pos Malaysia in connection with the above shall be borne by you and Pos Malaysia will not be liable to you for any losses which you may suffer or incur as a result of the above.

#### 4. DELIVERY, PROCEDURE & ASSURANCE

4.1 Pos Malaysia will ensure the delivery of the item is carried out in accordance with the prescribed delivery standards if the item is:

- (a) not unlawful or prohibited;
- (b) correctly declared,
- (c) accompanied with the correct and complete documentation;
- (d) properly packed and labelled in accordance with the prescribed guidelines by Pos Malaysia; and
- (e) contains the complete and correct recipient address in clear and legible form;

provided all of Pos Malaysia's charges in connection with such delivery has been fully settled by you.

Delivery will be effected during the business hours and Business Days of Pos Malaysia only.

Delivery of the item will be deemed completed once it is delivered to the recipient address stated on the consignment note ("**Address**"). An item shall be deemed to have been "delivered" once the same is accepted by the recipient or its representative or where no acceptance has taken place, upon Pos Malaysia's placement of a written collection notice at or near the Address. Pos Malaysia accepts no responsibility in connection with any loss and/or damage to the Item once it has been delivered to the Address.

A second delivery attempt will be made upon request by the recipient, or the recipient may make a collection at any Post Office or Pos Malaysia branch as informed through the said collection notice. Item will be returned to you if it has not been claimed or failed to be delivered within **fourteen (14) days** from the date of first delivery attempt. Pos Malaysia accepts no responsibility in connection with any loss and/or damage in whole or in part to the Item when the same is in Pos Malaysia's custody under the above circumstances.

#### 5. MONEY BACK GUARANTEE

5.1 Pos Malaysia guarantees reimbursement of drop off charges for deliveries which are delayed due solely to Pos Malaysia's fault or not in accordance to Pos Malaysia delivery standards.

5.2 This money back guarantee is limited and subject to the following conditions:

- (a) Posting/ Drop off and delivery from Poslaju centres only;
- (b) Limited to Next Day Delivery service only;
- (c) Complete and correct receiver information on PLIA form;
- (d) Standard delivery within Business Days only;

- (e) Limited to first delivery attempt only;
- (f) Pos Malaysia will not be liable for any damages or indirect costs caused by the delay; and
- (g) Pos Malaysia will not be liable for any delay caused by circumstances beyond Pos Malaysia's control.

5.3 Pos Malaysia is entitled to re-route the shipment of Items at any time and without prior notification to or consent from you and Pos Malaysia will not responsible for any delay caused as a result thereof.

## 6. COMPLAINTS, QUERIES AND COMPENSATION

### 6.1 COMPLAINTS

6.1.1 Any complaint for damaged or loss of Item content must be reported to Pos Malaysia within **forty eight (48) hours** upon receipt of the said Item ("**Complaint Deadline**"). Pos Malaysia will not entertain any such complaint if the same is made after the Complaint Deadline.

Complaints of damaged or loss of Item content must be accompanied with proper and adequate proof that Pos Malaysia solely caused such damage or loss and such damage or loss occurred when the Item was under the custody or care of Pos Malaysia.

Pos Malaysia shall have the right to inspect, examine and verify all Items forming the subject matter of any complaint and will only entertain such complaint if Pos Malaysia is satisfied with the merits thereof. Complaints which Pos Malaysia deems to be unmerited will not be entertained.

6.1.2 Pos Malaysia will bear the postage cost to return the Item to you (if necessary) if the Item is found to be damaged due solely to the fault of Pos Malaysia.

However, if it can be shown that the damage to the Item content was:

- (a) due to circumstances beyond the reasonable control of Pos Malaysia; or
- (b) not solely caused by or attributable to Pos Malaysia;

then the return shipping cost will be charged to and payable you.

### 6.2 COMPENSATION

6.2.1 Subject to **Article 6.1.1**, any claim due to loss or damage of any Item can only be made by you or your representative with written authorization from you and all claims for compensation must:

- (a) be made within **thirty (30) days** of the date of drop off,
- (b) submitted in writing with proof of drop off and a copy of valid identification, and
- (c) submitted to the nearest Pos Malaysia branch.

6.2.2 Pos Malaysia will not entertain any claims submitted after **thirty (30) days** from the date of drop off of the Items.

### 6.3 QUERIES

6.3.1 You may contact Pos Malaysia at .....if you have any queries in respect of these terms and conditions.

## 7 LIABILITY AND INDEMNITY

### 7.1 Limitation of Liability

7.1.1 Pos Malaysia's liability for claims of direct losses for damaged or missing Items, damage or loss caused by delivery not in accordance with Address and damage or loss which occurs before item is delivered to the Address, is limited to the following:

- (a) The actual amount of loss or damage suffered, based on content and actual value of content that has been declared on PLIA Form during drop off, or a maximum of **MYR100.00** for documents or parcels weighing **below 2kg** / **MYR300.00** for documents or parcels weighing **2kg or more**, subject to whichever is lower ("**Maximum Liability Limit**"),
- (b) Limited to **one (1) claim per dropped off Item only** but not exceeding the Maximum Liability Limit of Pos Malaysia.

7.1.2 If the value exceeds the Maximum Liability Limit of Pos Malaysia, you are responsible for insuring the Item for posting either through insurance offered by Pos Malaysia or any insurance of your choice. If you fail to get additional coverage through insurance, Pos Malaysia's liability is subject to limitations as described in **Article 7.1.1** above.

7.1.3 Notwithstanding anything stated or implied to the contrary herein, Pos Malaysia's total liability to you is as stipulated in these terms and conditions only.

### 7.2 Indemnity

7.2.1 You shall fully indemnify Pos Malaysia and keep Pos Malaysia fully indemnified always from and against any and all losses, claims, costs and expenses, or damages which Pos Malaysia may suffer or incur as a result of your breach of any of these term and conditions.

### 7.3 Exclusion of Liability

7.3.1 Pos Malaysia shall not be liable to you for any form of indirect loss, consequential damages, other indirect costs, loss of contract opportunities, loss of profits or income or cost incurred by delays, damage or loss of content or part of content, whether it is notified to Pos Malaysia prior or within Pos Malaysia's knowledge, control or otherwise during drop off or caused by Pos Malaysia's negligence.

## 8 CIRCUMSTANCES BEYOND POS MALAYSIA'S CONTROL

8.1 Pos Malaysia will not be liable to you or any other person for any losses or damages sustained as a result of or attributable to factors or events outside the control and/or power of Pos Malaysia, including but not limited to: (a) natural disasters such as earthquake, hurricane, flood and others, (b) war, embargo, aeroplane accident or technical fault, (c) fire or robbery, (d) Items that are seized, detained or destroyed by the relevant authorities during transit or at the place of destination.

## 9 GENERAL PROVISIONS

9.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Malaysia;

- 9.2 **Settlement of Dispute:** Any dispute arising as a result of these terms and conditions shall finally be settled in any court of competent jurisdiction in Malaysia. The parties hereby agree to submit to the exclusive jurisdiction of the Malaysian courts.
- 9.3 **Severability:** In the event that any one or more of the provisions of these terms and conditions is declared by any judicial or other competent authority to be invalid, illegal or unenforceable in any respect under any applicable law or decision, the validity, legality or enforceability of the remaining provisions contained herein is not be affected or impaired in any way
- 9.4 **Amendment or Variation:** These terms and conditions may be amended or varied at any time and from time to time by Pos Malaysia without prior notification to you. Such amendment or variation shall take effect on the date on which Pos Malaysia declares it to be effective.
- 9.5 **Waiver:** Failure to exercise, or delay in exercising or enforcing any right under these terms and conditions by Pos Malaysia shall not operate as a waiver of its right to enforce against the breach of such provision, and shall not prejudice the subsequent exercise of the same, unless made in writing. No single waiver constitutes a continuing or subsequent waiver.
- 9.6 **Entirety:** These terms and conditions constitute the entire agreement and understanding between you and Pos Malaysia, whether written, oral or implied with respect to the subject matter hereof, and it shall supersede all previous agreements understanding or contract between the parties relating to the subject matter thereof. These terms and conditions shall prevail over any inconsistencies contained in any incidental documents used in connection with the Services including but not limited to the PLIA consignment note to the extent of such inconsistency.

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