

CONTAINER LEDGER ACCOUNT (CLA) TERMS OF REFERENCE

- 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 (RM10,000.00) for High-Risk Cargo, Dangerous Goods, Special Equipment and first-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 Insurance Policy to cover for total loss with minimum limit of liability RM100,000.00 while under the Insured care, custody and/or control.
- 7) If Clause 6 is not available, account holder is subject to Container Protection Coverage (CPC) for each container, in accordance with Clause 15.
- 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) D&D may publish your company's name on CLA Portal, www.clap.my on the status of container deposit exemption that will be updated from time to time.
- 11) 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 Terms of Reference, or violate the rights of D&D, or any other account holders.
- 12) Deactivation of the Ledger Account:
 - a) 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.
 - b) 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.
 - c) For Credit Ledger account, account holder is required to settle all outstanding charges with D&D immediately.

13) Standard Operating Procedures:

i. Damage (M&R) Charges

- a) Participating Shipping Lines/Shipping 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).
- b) EOR pre-notice to the account holder to notify on the pre-damage claim.
- c) Account holder must pay the charges within seven (7) working days from date of receipt of the EOR, if there is no dispute.
- d) 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.
- e) After dispute is resolved, the account holder must settle the charges within seven (7) working days.
- f) If the account holder fails to respond after the stipulated period, D&D shall convert the account to Cash Ledger.

ii. Demurrage & Detention Charges

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

14) Ledger Account Limit:

- a) Type of Account: Cash Ledger (Prepaid services) and Credit Ledger (Postpaid services).
- b) Security payment in a form of IBG, Banker's Cheque or Cash to be provided by applicant.
- c) Bank Account Details: RHB Islamic Bank Bhd / Account No.: 2-12466-6000134-3 / Account Name: D&D Control (M) Sdn Bhd
- d) 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

15) Container Protection Coverage (CPC):

- a) CPC provides an ongoing monitoring and management service that includes the verification of the condition of containers at every interchange between relevant parties to monitor the wellbeing of each and every container, particularly for visible damages.
- b) Charges per container: RM10.00 (General Purpose) and RM20.00 (Special/Refrigerated).
- c) Compensation: Total Loss limited to RM50,000.00 (General Purpose) and RM100,000.00 (Special/Refrigerated).
- d) CPC invoice is effective upon container gate out from terminal and please ensure prompt payment of invoice.

- e) CPC may vary from time to time.
- f) For more information, please read CPC Terms of Reference at CLA Portal, <https://www.clap.my/Files/CLA-CPC-TOR.pdf>

16) Validity of Terms of Reference:

- a) D&D reserves the full rights to revise these Terms of Reference 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.
- b) 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 Terms of Reference at CLA Portal, <https://www.clap.my/Files/CLA-CS-TOR.pdf>

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