



Preferred Account Application



Company Information	
Reg. Company Name	_____
Reg. Company Address	_____ _____
City and State	_____
Postcode	_____ Co. No. _____ Incorp. Date _____ (DD/MM/YYYY)
Telephone	_____ Facsimile _____
Account Contact Name	_____
Designation	_____
Nature of Business	_____
E-Mail	_____
Applicant's Authorisation	
We have read and understood and confirm acceptance of the terms and conditions of preferred account and carriage. We agree that we will be deemed as the shipper as referred to or defined in the terms and conditions of carriage. We understand that AirAsia reserves the right to decline an application without assigning any reason whatsoever. We confirm that all information given above is true and complete.	
Name	_____ Authorised Signatory Company Stamp Required X
Designation	_____ Date _____ (DD/MM/YYYY)
For AirAsia Use Only	
Submitted by	_____
Approved by	_____
Customer Id:	_____

Instructions:

1. Please complete this application form and attached a copy of Form 9 and Form 13 (if applicable)
2. Please fax or email the completed application form together with the requested supporting documents to 603 2171 9300 or redbox_service@airasia.com



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Terms and Conditions of Preferred Account

1 Variance and Changes

- 1.1 The rates payable by the Customer specified in redbox.airasia.com are deemed incorporated here, and AirAsia reserves the right to make such amendments, alterations or adjustments as it deems fit from time to time without prior notice.
- 1.2 In the event of a variance (gross or volumetric weight) between the Redbox that has been purchased by the Customer via the Redbox website and the actual weight of package being shipped, the record of the shipment as maintained by AirAsia and or DHL on the actual gross or volumetric weight that has been shipped will be deemed as accurate and final.
- 1.3 An invoice shall be issued by AirAsia on the variance and shall reflect the sum payable by the Customer to AirAsia.
- 1.4 The Customer shall pay to AirAsia the amount stated in the invoice on or before the Due Date stated on the invoice ("Due Date") without deduction or deferment on account of any claim, counterclaim or set off.
- 1.5 Invoices for the variance will be sent by A.R registered post to the latest address notified to AirAsia in writing, and shall be deemed delivered 2 Business days after posting.
- 1.6 The Customer shall inform AirAsia promptly in writing of any change in its business, postal or pickup address(es).
- 1.7 "Business day" are defined as "Monday to Friday" only, and exclude gazette public holidays.
- 1.8 AirAsia may terminate any Preferred Account at its absolute discretion. Upon termination of the Preferred Account, all amounts outstanding to AirAsia will immediately become due.

2 Finance Charge for Late Payments

- 2.1 If the amounts stated in the variance invoice is not settled in full by the Due Date, a late / overdue payment will be levied on a daily basis at the rate of 1.5% per month (minimum RM5).

3 Invoice Queries

- 3.1 The Customer shall inspect and examine the variance invoice and shall notify AirAsia in writing of any errors, omissions, disputes or other irregularities in the variance invoice. In the absence of such notification, the variance invoice shall be deemed correct and shall be conclusive without further proof as against the Customer if no written objection is received by AirAsia within seven (7) days from the date of deemed receipt of the invoice.

4 Waiver

- 4.1 Any failure by AirAsia to exercise any of its rights herein or any delay by AirAsia in exercising any of the such rights shall not operate as waiver or variation of that or any such right and any defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other such right and no act waiver or such course of conduct or negotiation on AirAsia's part or on AirAsia's behalf shall in any way preclude AirAsia from exercising any such right or constitute a suspension or variation of any such right.



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5 Governing Law and Jurisdiction

5.1 Any dispute arising under or in any way connected with these Terms and Conditions of Preferred Account shall be subject and governed by the laws of, Malaysia. The Customer hereby is irrevocably submits to such exclusive jurisdiction.



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REDBOX TERMS AND CONDITIONS OF CARRIAGE ("Terms and Conditions")

IMPORTANT NOTICE

Please note that the Redbox service is a parcel collection and delivery service provided under a collaboration between AirAsia Berhad and DHL Express ("Redbox Service"). All Shipments carried under this Redbox service are subject to the Redbox Terms and Conditions of Carriage (the "Terms and Conditions"), as set out below.

When ordering a Redbox Service you, as "Shipper", are agreeing, on your behalf and on behalf of anyone else with an interest in the Shipment, that the Terms and Conditions shall apply from the time that AirAsia and/or DHL accepts the Shipment. Your statutory rights and entitlements under any defined service feature (for which additional payment has been made) are not affected.

"Shipment" means all documents or parcels that travel under one waybill and which may be carried by any means AirAsia and/or DHL chooses, including air, road or any other carrier. A "waybill" shall include any label produced by AirAsia and/or DHL automated systems, air waybill, or consignment note and shall incorporate these Terms and Conditions. Every Shipment is transported on a limited liability basis as provided herein.

"DHL" means any member of the DHL Worldwide Express Network.

1 Customs, Exports and Imports

AirAsia and/or DHL may perform any of the following activities on Shipper's behalf in order to provide its services to Shipper: (1) complete any documents, amend product or service codes, and pay any duties or taxes required under applicable laws and regulations, (2) act as Shipper's forwarding agent for customs and export control purposes and as Receiver solely for the purpose of designating a customs broker to perform customs clearance and entry and (3) redirect the Shipment to Receiver's import broker or other address upon request by any person who DHL believes in its reasonable opinion to be authorised.

2 Unacceptable Shipments

Shipper agrees that its Shipment is acceptable for transportation and is deemed unacceptable if:

- it is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organisation), any applicable government department or other relevant organisation;
- no customs declaration is made when required by applicable customs regulations; or
- AirAsia and/or DHL decides it cannot transport an item safely or legally (such items include but are not limited to: animals, bullion, currency, bearer form negotiable instruments, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs).

3 Deliveries & Undeliverables

Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Receiver's address given by Shipper (which in the case of mail services shall be deemed to be the first receiving postal service) but not necessarily to the named Receiver personally. Shipments to addresses with a



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central receiving area will be delivered to that area. If Receiver refuses delivery or to pay for delivery, or the Shipment is deemed to be unacceptable, or it has been undervalued for customs purposes, or Receiver cannot be reasonably identified or located, AirAsia and/or DHL shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold by AirAsia and/or DHL without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against service charges and related administrative costs and the balance of the proceeds of a sale to be returned to Shipper.

4 Inspection

AirAsia and/or DHL has the right to open and inspect a Shipment without prior notice to Shipper.

5 Shipment Charges & Billing

Shipment charges are calculated according to the higher of actual or volumetric weight and any Shipment may be re-weighed and re-measured by DHL to confirm this calculation. Shipper shall pay or reimburse AirAsia for all Shipment charges, storage charges, duties and taxes owed for services provided by AirAsia and/or DHL or incurred by AirAsia and/or DHL on Shipper's or Receiver's or any third party's behalf and all claims, damages, fines and expenses incurred if the Shipment is deemed unacceptable for transport as described in Section 2.

6 Limits of Liability

The extent of liability in the performance of the Redbox Service is strictly limited to direct loss only and to the per kilo/lb limits in this Section 6. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to AirAsia's and/or DHL's attention before or after acceptance of the Shipment since special risks can be insured by Shipper. If a Shipment combines carriage by air, road or other mode of transport, it shall be presumed that any loss or damage occurred during the air period of such carriage unless proven otherwise. Liability in respect of any one Shipment transported, without prejudice to Sections 7-11, is limited to its actual cash value and shall not exceed the greater of \$US 100 or:

- \$US 20.00/kilogram or \$US 9.07/lb for Shipments transported by air or other non-road mode of transportation; or
- \$US 10.00/kilogram or \$US 4.54/lb for Shipments transported by road (not applicable to the US).

Claims are limited to one claim per Shipment settlement of which will be full and final settlement for all loss or damage in connection therewith. If Shipper regards these limits as insufficient it must make a special declaration of value and request insurance as described in Section 8 (Shipment Insurance) or make its own insurance arrangements, failing which Shipper assumes all risks of loss or damage.

7 Time Limits for Claims

All claims must be submitted in writing to AirAsia within thirty (30) days from the date that the Shipment is received, failing which AirAsia and/or DHL shall have no liability whatsoever.



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8 Shipment Insurance*

Insurance for Shipper covering the actual cash value in respect of loss of or physical damage to the Shipment can be arranged, provided the Shipper requests it via the Redbox service's automated systems and pays the applicable premium. Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays.

9 Delayed Shipments

AirAsia and/or DHL will make every reasonable effort to deliver the Shipment according to AirAsia's and/or DHL's regular delivery schedules, but these are not guaranteed and do not form part of the contract. AirAsia and/or DHL is not liable for any damages or loss caused by delays.

10 Circumstances beyond control

AirAsia and/or DHL is not liable for any loss or damage arising out of circumstances beyond AirAsia's and/or DHL's control. These include but are not limited to: "Act of God" - e.g. earthquake, cyclone, storm, flood, fog; "Force Majeure" - e.g. war, plane crash or embargo; any defect or characteristic related to the nature of the Shipment, even if known to AirAsia and/or DHL; riot or civil commotion; any act or omission by a person not employed or contracted by AirAsia and/or DHL e.g. Shipper, Receiver, third party, customs or other government official; industrial action; and electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings.

11 Warsaw Convention

If the Shipment is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention, if applicable, governs and in most cases limits AirAsia's and/or DHL's liability for loss or damage.

12 Shipper's Warranties and Indemnity

Shipper shall indemnify and hold AirAsia and/or DHL harmless for any loss or damage arising out of Shipper's failure to comply with any applicable laws or regulations and for Shipper's breach of the following warranties and representations:

- all information provided by Shipper or its representatives is complete and accurate;
- the Shipment was prepared in secure premises by Shipper's employees;
- Shipper employed reliable staff to prepare the Shipment;
- Shipper protected the Shipment against unauthorised interference during preparation, storage and transportation to AirAsia and/or DHL;
- the Shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling;
- all applicable customs, import, export and other laws and regulations have been complied with; and
- the waybill has been signed by Shipper's authorised representative and the Terms and Conditions constitute binding and enforceable obligations of Shipper.



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13. Shipper's Warranties and Indemnity

Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places.

14 Governing Law

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of AirAsia and/or DHL, to the non-exclusive jurisdiction of the courts of, and governed by the law of, the country of origin of the Shipment and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.

15 Severability

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

16 Redbox Booking

The booking of the Redbox service is confirmed after full payment of the Shipment price is made and after an air waybill is issued. Once confirmed, such booking cannot be cancelled and any payments made are not refundable. Each airwaybill shall have a validity of not exceeding ninety (90) days from the date of issuance following which the airway bill shall be deemed null and void and AirAsia shall no longer be obligated to perform the Redbox service. Any monies paid for such airway bill shall not be refunded.

By using this Redbox service, you, as Shipper, are agreeing, on your behalf and on behalf of anyone else with an interest in the Shipment, that the Shipment made under this Redbox service is subject to the Terms and Conditions. In particular, your attention is drawn to Clause 6 of the Terms and Conditions with regards to the limits of liability. In addition, you shall also direct all inquiries and claims in relation to your Shipment under this Redbox service to AirAsia Berhad at telephone number +603 2171 9292 or email address redbox_service@airasia.com.