

LHT HOLDINGS

Standard Terms and Conditions for Pallet Sales, Rental and Related Services

Standard Terms and Conditions for pallet sales, pallet rental, collection, return, repair, heat treatment and related services in Singapore.

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for Pallet Sales, Rental and Related Services

These Standard Terms and Conditions apply to the sale, rental, delivery, collection, repair, exchange, heat treatment, handling, storage and related services for pallets, crates, packaging materials and associated products supplied by LHT HOLDINGS to the Customer.

1. Definitions

1.1 In these Terms, unless the context requires otherwise:

“Agreement” means these Terms together with the relevant Quotation, accepted purchase order, delivery order, invoice, rental schedule, service order and any written agreement signed by LHT.

“Customer” means the person, company or entity purchasing, renting, receiving or using the Goods or Services.

“Goods” means pallets, crates, boxes, timber packaging, plastic pallets, recycled pallets, new pallets, repaired pallets, packaging materials and any related products supplied by LHT.

“LHT” means LHT Holdings Limited, trading as LHT HOLDINGS, including its authorised employees, agents, subcontractors and representatives, including and not limited to Kim Hup Lee, Lian Hup Packaging

“Quotation” means any written quotation, price list, proposal, confirmation, rental schedule, service order or commercial document issued by LHT.

“Rental Pallets” means pallets or other Goods supplied on a rental, hire, loan, exchange, pooling, returnable or temporary-use basis.

“Services” means delivery, collection, repair, sorting, cleaning, heat treatment, storage, pallet management, exchange, disposal and any other services provided by LHT.

“Terms” means these Standard Terms and Conditions as amended or replaced from time to time.

2. Application of Terms

2.1 These Terms apply to all Goods and Services supplied by LHT unless LHT expressly agrees otherwise in writing.

2.2 Any terms stated in the Customer’s purchase order, email, portal, delivery note, standard form, tender document or other communication shall not apply unless specifically accepted in writing by an authorised representative of LHT.

2.3 If there is any conflict between these Terms and a Quotation, the Quotation shall prevail only for the specific commercial items expressly stated in that Quotation, such as price, quantity, delivery address, rental rate or payment period.

2.4 LHT may update these Terms from time to time. The version in force at the time LHT accepts the Customer’s order shall apply to that order.

3. Quotations and Orders

3.1 A Quotation is not an obligation by LHT to supply unless LHT accepts the Customer’s order in writing or proceeds to deliver the Goods or perform the Services.

3.2 Unless stated otherwise, a Quotation is valid for [14 / 30] days from the date of issue.

3.3 LHT may reject, cancel or suspend any order if stock is unavailable, raw material costs change significantly, the Customer's credit status is unsatisfactory, payment is overdue, or the Customer has breached these Terms.

3.4 Any changes to specifications, quantities, delivery schedules, pallet design, treatment requirements or delivery location must be agreed by LHT in writing. LHT may adjust the price, delivery date and other charges arising from such changes.

4. Prices, GST and Additional Charges

4.1 Prices are as stated in LHT's Quotation or invoice.

4.2 Unless expressly stated otherwise, prices exclude GST, delivery charges, collection charges, waiting time, storage, disposal, repair, cleaning, sorting, special handling, heat treatment, documentation, customs-related charges, labour and any third-party costs.

4.3 GST and other applicable taxes, duties, levies or government charges shall be borne by the Customer.

4.4 LHT may charge additional fees where:

- a. the Customer changes delivery instructions after confirmation;
- b. the delivery site is not ready, inaccessible or unsafe;
- c. LHT's vehicle, driver or workers are required to wait beyond [30] minutes;
- d. loading or unloading assistance is required but was not agreed in advance;
- e. Goods are rejected without valid reason;
- f. Rental Pallets are returned damaged, contaminated, missing, mixed with third-party pallets or unsuitable for reuse;
- g. Special treatment, certification or urgent delivery is requested.

5. Payment

5.1 Payment shall be made within the credit period stated in the invoice or Quotation. If no credit period is stated, payment is due immediately upon invoice.

5.2 LHT may require full payment, partial payment, deposit or credit approval before supplying Goods or Services.

5.3 The Customer shall pay all invoices in full without deduction, withholding, counterclaim or set-off unless LHT agrees in writing.

5.4 If payment is overdue, LHT may:

- a. Charge late payment interest at [1.5% per month] or the maximum permitted by law, whichever is lower;
- b. Suspend further supply, delivery, collection or rental services;
- c. Require cash-on-delivery or advance payment for future orders;
- d. Recover debt collection costs, legal costs and administrative expenses;
- e. Terminate or cancel any order or rental arrangement.

5.5 Payment by the Customer does not prevent LHT from claiming additional charges for loss, damage, late return, repair, contamination, replacement or other amounts due under these Terms.

6. Delivery

6.1 Delivery dates and times are estimates unless LHT expressly confirms a fixed delivery commitment in writing.

6.2 LHT shall not be liable for delays caused by traffic, port congestion, labour shortage, vehicle breakdown, shortage of materials, supplier delay, weather, site restrictions, force majeure events, customer delay or any event outside LHT's reasonable control.

6.3 The Customer shall ensure that the delivery location is safe, accessible and suitable for delivery vehicles, forklifts and handling equipment.

6.4 The Customer shall provide accurate delivery instructions, contact persons, operating hours, security procedures and any site-specific requirements before delivery.

6.5 Unless agreed otherwise, unloading is the Customer's responsibility. If LHT assists with unloading, such assistance is provided at the Customer's risk unless the loss or damage is directly caused by LHT's proven negligence.

6.6 The Customer must inspect the Goods upon delivery and note any visible shortage, damage or discrepancy on the delivery order before signing.

6.7 Signing the delivery order, electronic proof of delivery or other acknowledgement shall be evidence that the Goods were received in apparent good order, except for issues clearly recorded at the time of delivery.

7. Risk and Ownership for Sold Goods

7.1 Risk in sold Goods passes to the Customer upon delivery, collection by the Customer, or handover to the Customer's appointed carrier, whichever occurs first.

7.2 Ownership of sold Goods passes to the Customer only after LHT has received full payment for those Goods and all related charges.

7.3 Until ownership passes, the Customer shall keep the Goods identifiable and shall not pledge, charge, dispose of or use them in a way that prejudices LHT's ownership rights.

8. Rental Pallets

8.1 Rental Pallets remain the property of LHT at all times unless LHT expressly sells them to the Customer in writing.

8.2 The Customer shall not sell, transfer, pledge, alter, mark, cut, dismantle, export, dispose of, sub-rent or otherwise deal with Rental Pallets as owner.

8.3 The rental period starts on the date the Rental Pallets are delivered, collected by the Customer, or made available for use, whichever is earliest.

8.4 The rental period ends only when the Rental Pallets are physically returned to LHT and accepted by LHT after inspection.

8.5 Rental charges continue to accrue until all Rental Pallets are returned, replaced or paid for at LHT's replacement rate.

8.6 The Customer shall keep accurate records of Rental Pallets received, used, transferred and returned. LHT's delivery, collection and stock records shall be accepted as correct unless the Customer provides clear written evidence of error within [3] working days.

9. Return of Rental Pallets

9.1 Rental Pallets must be returned in reusable condition, fair wear and tear excepted.

9.2 The Customer shall return Rental Pallets sorted, stacked, accessible and ready for collection.

9.3 LHT may reject returned pallets that are:

- a. Broken beyond reasonable repair;
- b. Contaminated by chemicals, oil, food waste, pests, mould, odour or hazardous substances;
- c. Mixed with third-party pallets;
- d. Missing parts or altered;
- e. Unsafe for handling or reuse;
- f. Not the same type, size or specification as the Rental Pallets supplied.

9.4 LHT may charge the Customer for missing pallets, damaged pallets, repair costs, cleaning costs, disposal costs, sorting costs, transport costs and administrative costs.

9.5 If Rental Pallets are not returned within the agreed period, LHT may continue charging rental fees and may also charge replacement value if LHT reasonably treats the pallets as lost.

10. Loss, Damage and Contamination of Rental Pallets

10.1 The Customer is responsible for all Rental Pallets from the time they are delivered or collected until they are returned to and accepted by LHT.

10.2 The Customer shall pay LHT for any Rental Pallets that are lost, stolen, destroyed, contaminated, exported, seized, abandoned, disposed of or not returned.

10.3 Replacement charges shall be based on LHT's prevailing replacement value for the relevant pallet type, plus any unpaid rental, collection, disposal, administrative and GST charges.

10.4 The Customer shall not use Rental Pallets for dangerous goods, wet cargo, chemicals, food waste, corrosive materials, pest-infested goods or any application that may contaminate or damage the pallets unless LHT has agreed in writing.

11. Product Specifications and Tolerances

11.1 Goods shall be supplied according to the specifications stated in the Quotation or agreed in writing.

11.2 Unless a specific grade or condition is stated, recycled pallets and repaired pallets may show normal signs of prior use, including colour variation, nail marks, surface wear, minor timber variation and non-structural cosmetic differences.

11.3 Timber is a natural material and may be affected by moisture, grain, knots, surface cracks, colour variation and dimensional tolerance. Such characteristics shall not be treated as defects unless they materially affect the agreed use of the Goods.

11.4 The Customer is responsible for confirming that the pallet type, loading capacity, dimensions, material, treatment and design are suitable for its cargo, racking system, handling equipment, storage conditions, transport method and destination requirements.

12. Heat Treatment, Export and Compliance Requirements

12.1 Where the Customer requires heat-treated pallets, ISPM 15 treatment, stamping, certificates, declarations or export-related documentation, the Customer must state this requirement before order confirmation.

12.2 LHT shall only be responsible for treatment, marking or certification expressly agreed in writing.

12.3 The Customer remains responsible for checking import, export, customs, quarantine, destination-country, airline, shipping line and consignee requirements applicable to its goods and shipment.

12.4 LHT is not liable for customs rejection, shipment delay, quarantine action, fumigation, re-treatment, cargo loss, penalties or destination-country issues unless directly caused by LHT's proven failure to provide the specific treatment or documentation expressly agreed.

13. Inspection and Claims

13.1 The Customer must inspect Goods promptly upon delivery or collection.

13.2 Claims for visible damage, shortage or wrong items must be notified in writing within [3] working days after delivery.

13.3 Claims for hidden defects must be notified in writing within [7] working days after discovery and in any event within [30] days after delivery, unless a different warranty period is agreed in writing.

13.4 The Customer shall give LHT a reasonable opportunity to inspect the Goods before the Customer repairs, disposes of, returns or replaces them.

13.5 If LHT accepts that Goods are defective, LHT may choose to repair, replace, re-supply or refund the price paid for the affected Goods.

13.6 The remedies in this clause are the Customer's sole remedies for defective Goods to the fullest extent permitted by law.

14. Customer's Use and Safety Obligations

14.1 The Customer shall use the Goods safely and only for their intended purpose.

14.2 The Customer shall not overload pallets or use damaged pallets in racking, forklifts, automated systems or transport operations.

14.3 The Customer is responsible for safe stacking, storage, handling, loading, cargo securing and workplace safety at its premises.

14.4 LHT shall not be responsible for accidents, cargo damage, injury, equipment damage or operational loss caused by misuse, overloading, poor storage, unsafe handling, unsuitable racking, unauthorised repair or continued use of visibly damaged pallets.

15. Services at Customer's Premises

15.1 If LHT performs delivery, collection, sorting, repair or other Services at the Customer's premises, the Customer shall provide a safe working environment.

15.2 The Customer shall inform LHT of all site rules, hazards, security procedures, permit requirements, traffic routes, loading bay rules and personal protective equipment requirements before the Services begin.

15.3 LHT may refuse or stop work if the site is unsafe, inaccessible or unsuitable. Any resulting delay, additional cost or failed trip may be charged to the Customer.

16. Subcontractors

16.1 LHT may use subcontractors, transporters, repairers or service providers to perform any part of the Agreement.

16.2 LHT remains responsible for the Services performed by its subcontractors to the extent required by law and these Terms.

17. Customer Materials and Information

17.1 The Customer warrants that all drawings, specifications, samples, cargo information, pallet designs, load requirements and instructions provided to LHT are accurate and complete.

17.2 LHT may rely on such information without independent verification.

17.3 The Customer shall indemnify LHT against loss, damage, claims and costs arising from inaccurate, incomplete or misleading information provided by the Customer.

18. Limitation of Liability

18.1 To the fullest extent permitted by law, LHT shall not be liable for indirect, special, consequential, punitive or economic loss, including loss of profit, loss of business, loss of production, loss of contract, cargo delay, loss of goodwill or business interruption.

18.2 LHT's total liability arising out of or in connection with any order, Goods, Rental Pallets or Services shall not exceed the amount paid by the Customer to LHT for the specific Goods or Services giving rise to the claim, or SGD [insert cap], whichever is lower.

18.3 Nothing in these Terms excludes liability that cannot be excluded under applicable law.

19. Indemnity

19.1 The Customer shall indemnify LHT against claims, losses, liabilities, costs and expenses arising from:

- a. Misuse, overloading or unsafe handling of Goods;
- b. Damage, loss or contamination of Rental Pallets;
- c. Inaccurate specifications or instructions provided by the Customer;
- d. The Customer's breach of law, site rules or export requirements;
- e. Injury, property damage or cargo damage caused by the Customer's acts or omissions;
- f. Third-party claims arising from the Customer's use of the Goods.

20. Force Majeure

20.1 LHT shall not be liable for delay or failure to perform caused by events beyond its reasonable control, including shortage of timber or raw materials, transport disruption, port congestion, fire, flood, epidemic, pandemic, labour shortage, industrial action, power failure, machinery breakdown, government action, war, terrorism or supplier failure.

20.2 LHT may extend delivery time, suspend performance, allocate available stock among customers, or cancel affected orders without liability.

21. Cancellation and Suspension

21.1 The Customer may not cancel confirmed orders without LHT's written consent.

21.2 If LHT accepts cancellation, the Customer shall pay all costs already incurred, including materials, labour, production, transport, storage, administrative costs and any customised or non-standard Goods.

21.3 LHT may suspend or cancel supply if the Customer fails to pay on time, exceeds its credit limit, becomes insolvent, refuses delivery, breaches these Terms or provides inaccurate information.

22. Termination of Rental Arrangement

22.1 LHT may terminate any rental arrangement immediately by written notice if the Customer:

- a. Fails to pay any amount when due;
- b. Fails to return Rental Pallets;
- c. Misuses, sells, transfers, exports, damages or disposes of Rental Pallets;
- d. Becomes insolvent or ceases business;
- e. Breaches any material obligation under these Terms.

22.2 Upon termination, the Customer shall immediately make all Rental Pallets available for collection and pay all outstanding rental, replacement, repair, collection and related charges.

23. Confidentiality

23.1 Each party shall keep confidential all non-public commercial, technical, financial and operational information received from the other party.

23.2 The Customer shall not use LHT's name, logo, documents, pallet markings, pricing, drawings or specifications for marketing, tendering or third-party supply purposes without LHT's written consent.

23.3 This clause does not prevent disclosure required by law, court order, auditors, insurers, professional advisers or regulators.

24. Personal Data

24.1 Each party shall comply with applicable personal data protection laws when collecting, using, disclosing or processing personal data in connection with the Agreement.

24.2 The Customer consents to LHT collecting, using and disclosing business contact information for order processing, delivery, invoicing, account management, debt recovery, service updates, compliance and related business purposes.

24.3 Each party shall take reasonable steps to protect personal data in its possession from unauthorised access, use, disclosure, copying, modification or disposal.

25. Notices

25.1 Notices shall be in writing and may be sent by email, courier, registered post or personal delivery to the last notified address or email of the receiving party.

25.2 Notices sent by email shall be deemed received when sent, unless the sender receives an automated failure notice.

26. Assignment

26.1 The Customer shall not assign, transfer or subcontract its rights or obligations under the Agreement without LHT's prior written consent.

26.2 LHT may assign or transfer its rights to receive payment or to recover Rental Pallets.

27. Governing Law and Dispute Resolution

27.1 These Terms and the Agreement shall be governed by the laws of Singapore.

27.2 The parties shall first attempt to resolve disputes through good faith discussions.

27.3 If the dispute is not resolved within [30] days, either party may refer the dispute to the courts of Singapore or, if agreed in the Quotation, arbitration administered by the Singapore International Arbitration Centre under the SIAC Rules in force at the time of commencement.

28. Entire Agreement

28.1 The Agreement constitutes the entire agreement between LHT and the Customer for the relevant Goods and Services.

28.2 No amendment shall be valid unless agreed in writing by LHT.

28.3 If any clause is invalid or unenforceable, the remaining clauses shall continue to apply.

29. Customer Acknowledgement

29.1 By placing an order, accepting delivery, using the Goods, renting pallets, requesting Services the Customer agrees to these Terms stipulated and depicted in this article.