

Newfly Terms of Service & Shipping Policy

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Welcome to the services provided by **Newfly Cargo & Digital Trading Sdn. Bhd.** (Company Registration No. **1614564-M**).

These Terms of Service and Shipping Policy govern the use of all logistics and related services provided by Newfly, including but not limited to international freight forwarding, warehousing, cargo consolidation, sea freight, air freight, door-to-door delivery, purchasing assistance, supplier payment services, customs coordination, and other logistics solutions.

By accessing our website, using our warehouse addresses, submitting shipping orders, or using any services provided by Newfly, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Service and Shipping Policy.

These terms apply to all services provided by Newfly, including shipments between China and Malaysia, Taiwan and Malaysia, Malaysia and China, Malaysia and Hong Kong, as well as warehousing, cargo inspection, consolidation, packing, wooden crating, palletizing, customs coordination, customs clearance coordination, and local delivery arrangements.

1. Company Profile

Newfly Cargo & Digital Trading Sdn. Bhd. is a Malaysia-based international freight forwarding and cross-border logistics company specializing in transportation between China and Malaysia.

We provide integrated logistics solutions for individuals, businesses, importers, exporters, trading companies, e-commerce merchants, and commercial cargo customers.

Our core services include:

- China–Malaysia Sea Freight
- China–Malaysia Air Freight
- Full Container Load (FCL)
- Less than Container Load (LCL)
- Commercial Cargo Transportation
- Door-to-Door Shipping
- Warehouse Receiving & Storage
- Cargo Consolidation & Repacking
- Cargo Inspection & Photo Verification

- Wooden Crating & Palletizing
- Purchasing & Supplier Payment Services in China
- Alipay Top-up Assistance
- Taiwan–Malaysia Sea & Air Freight
- Malaysia–China Air Freight
- Malaysia–Hong Kong Air Freight

Newfly acts as a freight forwarding and logistics service provider, coordinating transportation arrangements based on the information, cargo specifications, destination, and shipping requirements provided by the customer.

2. Scope of Services

Newfly provides international logistics, freight forwarding, and related support services. We are not the manufacturer, seller, distributor, importer of record, or quality guarantor of any products transported through our services.

Customers are solely responsible for confirming the quality, authenticity, specifications, quantity, functionality, legality, and suitability of goods purchased from their suppliers or sellers.

Upon request, Newfly may provide value-added services including cargo inspection, photography, weighing, dimensional measurement, cargo consolidation, repacking, protective packaging, wooden crating, palletizing, and transportation arrangements.

These services do not constitute professional product testing, quality inspection, authentication, certification, functional testing, or legal compliance verification.

Customers requiring specific inspection procedures or handling requirements must notify Newfly before warehouse processing. Additional service charges may apply.

3. Customer Responsibilities

Customers are responsible for ensuring that all information submitted to Newfly is complete, accurate, and truthful.

Customers shall provide, where applicable:

- Product description
- Quantity
- Weight
- Dimensions

- Material composition
- Intended use
- Declared cargo value
- Purchase invoice or proof of purchase
- Supplier information
- Consignee name
- Consignee contact number
- Complete delivery address
- Postal code
- Selected shipping method
- Declaration of batteries, liquids, powders, magnetic materials, branded goods, food products, cosmetics, or any other sensitive cargo.

Customers are fully responsible for any consequences arising from inaccurate declarations, incomplete information, false declarations, incorrect cargo classification, or selection of an inappropriate shipping channel.

Such consequences may include shipment delays, customs detention, confiscation, penalties, destruction of goods, additional charges, customs duties, taxes, or rejection of compensation claims.

Newfly reserves the right to request additional supporting documents, including but not limited to:

- Commercial Invoice
- Proof of Purchase
- Payment Records
- Product Specifications
- MSDS (Material Safety Data Sheet)
- Brand Authorization
- Import Permit
- Any other documents required by customs or regulatory authorities.

Failure to provide the requested documents may result in shipping delays, customs clearance delays, shipment suspension, or cancellation of transportation arrangements.

4. Order Confirmation

A shipment shall be deemed confirmed once the customer submits a shipping request, uses a Newfly warehouse address, instructs a supplier to deliver goods to our warehouse, requests purchasing or supplier payment services, confirms shipment, or settles the shipping charges.

Upon confirmation, Newfly will arrange transportation based on the selected shipping method and the actual characteristics of the cargo.

Once cargo has been packed, dispatched from the warehouse, handed over to a carrier, delivered to an airport, seaport, customs authority, airline, or shipping line, certain shipment details may no longer be modified.

Customers requesting order amendments, additional cargo, cargo removal, shipping method changes, delivery address changes, or shipment suspension must notify Newfly as early as possible.

Any amendment is subject to operational feasibility and may incur additional handling charges.

For sea freight shipments that have already been packed, consolidated, containerized, or scheduled for export, cancellation or modification may no longer be possible.

5. Transit Time

All transit times published by Newfly are estimated delivery schedules and are provided for reference only.

Actual delivery times may vary depending on factors including but not limited to:

- Supplier dispatch time
- Domestic courier transit time
- Warehouse receiving and processing
- Cargo inspection
- Packing or crating requirements
- Flight schedules
- Vessel schedules
- Space availability
- Port congestion
- Airport security screening
- Export customs clearance
- Import customs clearance
- Customs inspections
- Public holidays
- Weather conditions
- Typhoons, monsoon seasons, or natural disasters
- Government regulations
- Carrier operational delays
- Force majeure events

Accordingly, Newfly shall not be held liable for delays caused by airlines, shipping lines, ports, airports, customs authorities, government agencies, third-party carriers, or circumstances beyond our reasonable control.

Customers shipping urgent cargo, exhibition materials, production components, event goods, or time-sensitive shipments are advised to consult Newfly in advance and allow sufficient lead time for transportation.

6. Payment & Shipment Release

Unless otherwise agreed in writing, Newfly operates on a **Payment Before Shipment** basis.

Customers are required to settle all shipping charges, handling fees, value-added service fees, purchasing service fees, and any other applicable charges upon receipt of the invoice.

Failure to complete payment may result in shipment suspension, warehouse holding, delayed dispatch, delayed delivery, or other operational delays.

Newfly reserves the right to withhold the release of cargo until all outstanding balances have been fully settled.

Any delays, storage charges, missed vessel schedules, flight rescheduling, or additional costs arising from late payment shall be the sole responsibility of the customer.

Payment of the invoice shall constitute the customer's confirmation and acceptance of the shipment details, selected shipping method, applicable charges, and service arrangements.

Chapter 2 – Cargo Classification & Shipping Restrictions

To ensure transportation safety and compliance with international transportation regulations, customs requirements, and applicable laws, customers are required to accurately declare the nature, contents, composition, and intended use of all shipments.

Newfly will determine the appropriate shipping method and transportation channel based on the characteristics of the cargo. Any loss, delay, customs detention, confiscation, destruction, penalties, additional charges, or other consequences arising from inaccurate declarations, false information, or improper cargo classification shall be the sole responsibility of the customer.

7. Cargo Classification

For operational and regulatory purposes, all shipments are classified into the following categories.

7.1 General Cargo

General Cargo refers to goods that do not require special handling, are not classified as Dangerous Goods, Sensitive Cargo, or Prohibited Goods, and can be transported under standard shipping conditions.

Typical examples include:

- Clothing and apparel
- Footwear
- Bags and luggage
- Furniture and household products
- Plastic products
- Hardware accessories
- Stationery
- Paper products
- Toys without batteries or magnets
- Non-powered electronic accessories
- Decorative items
- General consumer goods

General Cargo is normally eligible for standard air freight or sea freight services, subject to operational requirements.

7.2 Sensitive Cargo

Sensitive Cargo refers to goods that are legally transportable but require special handling, designated shipping channels, additional documentation, or regulatory compliance due to aviation safety, customs regulations, or carrier restrictions.

Examples include, but are not limited to:

- Lithium battery products
- Power banks
- Electronic devices
- Bluetooth-enabled products
- Wireless communication devices
- Magnetic items
- Speakers
- Headphones

- Audio equipment
- Products containing motors
- Liquids
- Creams and gels
- Powders
- Granules
- Food products
- Health supplements
- Cosmetics
- Skincare products
- Perfumes
- Cleaning products
- Adult products
- Branded products
- Replica or imitation branded products (where legally permitted)
- Optical discs, hard drives, USB storage devices, memory cards, and other electronic storage media

The above list is provided for reference only and is not exhaustive.

Customers who are uncertain about the classification of their cargo should consult Newfly before shipment.

7.3 Dangerous Goods (DG)

Dangerous Goods are cargo classified under applicable international transportation regulations, including but not limited to:

- International Air Transport Association (IATA) Dangerous Goods Regulations (DGR)
- International Civil Aviation Organization (ICAO) Technical Instructions
- International Maritime Dangerous Goods (IMDG) Code

Examples include:

- Flammable liquids
- Flammable gases
- Compressed gases
- Oxidizing substances
- Corrosive substances
- Toxic substances
- Infectious substances
- Explosives
- Radioactive materials
- Certain lithium battery shipments classified as Dangerous Goods
- Any other materials regulated as Dangerous Goods under applicable international standards

Dangerous Goods must comply with all applicable packaging, documentation, labeling, declaration, and transportation requirements.

Newfly reserves the right to refuse any Dangerous Goods shipment that does not comply with applicable regulations or fails to provide the required documentation.

7.4 Special Cargo

Special Cargo refers to shipments requiring customized transportation or handling due to their size, weight, value, or physical characteristics.

Examples include:

- Heavy machinery
- Industrial equipment
- Oversized cargo
- Overweight cargo
- Precision instruments
- High-value goods
- Works of art
- Exhibition equipment
- Medical equipment
- Fragile cargo

Such shipments may require:

- Special packaging
- Wooden crating
- Palletization
- Customized transportation arrangements
- Lifting equipment
- Special transport vehicles
- Additional customs documentation

Handling charges and transportation costs will be quoted based on the specific requirements of each shipment.

8. Prohibited Goods

To comply with international transportation regulations and applicable laws, Newfly does not accept shipments that are prohibited by law or present unacceptable transportation risks.

Examples include, but are not limited to:

- Explosives
- Fireworks
- Gunpowder
- Firearms
- Firearm components
- Ammunition
- Weapons
- Military equipment
- Narcotics
- Controlled substances
- Illegal drugs
- E-cigarette liquids
- Hazardous chemicals
- Corrosive substances
- Compressed gas cylinders
- High-alcohol-content products
- Cigarettes
- Cigars
- Alcoholic beverages (where prohibited)
- Live animals
- Live plants
- Fresh food
- Frozen products
- Cash
- Banknotes
- Coins
- Gold
- Silver
- Precious metals
- Jewellery
- Diamonds
- Securities
- Bonds
- Cheques
- Passports
- Identity documents
- Antiques
- Cultural artifacts
- Fine art
- Goods prohibited for import or export under applicable laws
- Any cargo prohibited under customs regulations, transportation regulations, sanctions, or applicable legislation

The above list is not exhaustive.

Newfly reserves the absolute right to refuse any shipment that is considered unsafe, unlawful, restricted, or unsuitable for transportation.

9. General Cargo and Sensitive Cargo Shipping Channels

General Cargo and Sensitive Cargo are transported through different shipping channels.

General Cargo is normally shipped via standard commercial air freight services.

Sensitive Cargo requires designated transportation channels and may be subject to additional documentation, inspections, carrier approval, operational procedures, or longer transit times.

If Sensitive Cargo is incorrectly declared as General Cargo and is identified during airline security screening or customs inspection, the shipment may be:

- Returned to the warehouse
- Reclassified
- Rebooked under an appropriate shipping channel
- Subject to additional freight charges
- Subject to handling or return processing fees
- Subject to warehouse storage charges
- Delayed during transportation

All additional costs arising from incorrect cargo declarations shall be borne by the customer.

10. Cargo Description Requirements

Customers must accurately declare the actual description of all goods.

Generic descriptions such as:

- General Goods
- Gift
- Accessories
- Supplies
- Sample
- Others
- Miscellaneous

or any other vague descriptions are not acceptable.

Newfly reserves the right to request clarification or revised cargo descriptions before accepting any shipment.

Any customs delays, penalties, shipment detention, confiscation, or additional charges resulting from inaccurate cargo descriptions shall remain the responsibility of the customer.

11. Right of Inspection

To ensure transportation safety, regulatory compliance, and operational requirements, Newfly reserves the right, where permitted by law, to inspect any shipment before transportation.

Inspection may include:

- Verification of cargo description
- Packaging inspection
- Weight verification
- Dimension measurement
- Cargo classification
- Requesting supporting documentation
- Repacking where necessary
- Assigning an alternative shipping channel

Where cargo is found to violate applicable regulations, present safety risks, contain incomplete documentation, or involve suspected unlawful activities, Newfly reserves the right to refuse transportation, suspend shipment processing, request additional documentation, or report the matter to the relevant authorities in accordance with applicable laws and regulations.

Chapter 3 – Warehouse Services, Packing & Cargo Handling Policy

Newfly works with designated warehouse partners in China to provide a comprehensive range of warehouse and cargo handling services, including cargo receiving, warehousing,

cargo inspection, photo verification, cargo consolidation, repacking, protective packaging, wooden crating, palletizing, and shipment preparation.

All warehouse operations are carried out in accordance with the actual condition of the cargo and the customer's instructions. Certain value-added services may be subject to additional service charges.

12. Warehouse Receiving Services

Customers may instruct their suppliers to deliver shipments to Newfly's designated warehouses in China.

Upon arrival, shipments will normally undergo the following procedures:

- Cargo receiving
- Warehouse check-in
- Shipment registration
- Weight measurement
- Dimension measurement
- Storage allocation
- Awaiting shipment confirmation from the customer

Where complete shipment information has been provided, warehouse processing will commence as soon as reasonably practicable.

Processing may be delayed if the shipment arrives without customer identification, contains incomplete shipping labels, missing courier documentation, or insufficient shipment information.

13. Warehousing Services

Newfly provides temporary warehousing services to facilitate cargo consolidation from multiple suppliers prior to international shipment.

During the storage period, customers may continue arranging deliveries from additional suppliers before requesting shipment.

Available warehouse services include:

- Cargo consolidation
- Repacking
- Wooden crating
- Palletizing
- Cargo inspection

- Photo verification
- Consolidated shipment preparation

If cargo remains in storage for an extended period without shipping instructions, Newfly reserves the right to contact the customer for further instructions.

For cargo that remains unclaimed, where the customer cannot be contacted, or where outstanding charges remain unpaid for an unreasonable period, Newfly reserves the right to dispose of or otherwise handle such cargo in accordance with applicable laws and operational procedures.

14. Cargo Inspection Services

Upon customer request, Newfly provides basic cargo inspection services.

Inspection may include:

- Quantity verification
- External condition inspection
- Colour verification
- Model verification
- Inspection for visible damage
- Photo documentation
- Basic carton opening inspection

Cargo inspection is intended solely as a visual verification service and does not constitute professional product testing, quality assurance, authentication, functionality testing, material analysis, or certification.

Warehouse personnel do not dismantle products, test electronic functions, verify authenticity, inspect internal components, or guarantee product quality.

Customers requiring additional inspection procedures should notify Newfly before warehouse processing.

Inspection fees are calculated according to cargo size and handling requirements.

Standard inspection charges are:

- Small items: **RM5 per item**
- Medium-sized items: **RM7 per item**
- Large items: **RM10–RM20 per item**
- Wooden crate removal: **RM10–RM34 per shipment**

Actual charges may vary depending on cargo dimensions, packaging complexity, and operational requirements.

15. Packing Services

To minimise the risk of damage during transportation, Newfly offers professional repacking and protective packaging services.

Available packing methods include:

- Carton packing
- Protective cushioning
- Bubble wrapping
- Stretch wrapping
- Waterproof protection
- Cargo consolidation
- Carton resealing
- Reinforced packaging

The most appropriate packing method will be selected based on the characteristics of each shipment.

Although professional packing reduces transportation risks, minor wear, compression marks, packaging deformation, or cosmetic damage may still occur during handling, customs inspection, container loading, air transportation, sea transportation, or final delivery.

Packing services are intended to minimise transportation risks and do not guarantee that cargo will remain completely free from damage.

16. Wooden Crating & Palletizing

For fragile, high-value, oversized, or specialised cargo, Newfly strongly recommends wooden crating or palletizing for additional protection during transportation.

Wooden crating is recommended for:

- Glass products
- Ceramic products
- Furniture
- Electronic equipment
- Precision instruments
- Industrial machinery
- Artwork
- Fragile goods

Wooden pallets are recommended for:

- Large cartons
- Heavy machinery
- Heavy cargo
- Cargo requiring forklift handling

Wooden crating charges are as follows:

- First **0.1 CBM: RM38**
- Each additional **0.1 CBM: RM20**

Charges are calculated based on the final packaged volume after crating.

Wooden pallet charge:

- **RM80 per pallet**

Customers who decline the recommended protective packaging acknowledge and accept the associated transportation risks.

Newfly shall not be liable for damage resulting from insufficient packaging where the customer chooses not to use the recommended protective services.

17. Cartons & Packing Materials

Customers requesting new cartons supplied by Newfly will be charged according to actual usage.

Standard carton:

- **RM7 per carton**

Special-sized cartons, heavy-duty cartons, moisture-resistant packaging, or other specialised packing materials will be quoted separately based on actual requirements.

18. Cargo Consolidation

Customers may ship goods from multiple suppliers to Newfly's warehouse for consolidation into a single international shipment.

Upon customer confirmation, warehouse personnel may arrange:

- Cargo consolidation
- Repacking
- Volume optimisation
- Freight recalculation

- Shipment preparation

Cargo consolidation may reduce overall shipping costs.

Unless specifically instructed by the customer, original manufacturer packaging will not be removed.

Customers with special packing requirements should notify Newfly in advance.

19. Oversized Cargo

Airlines, shipping lines, and transportation providers impose size limitations on cargo.

Oversized shipments may therefore be subject to additional handling charges.

Air Freight

- Cargo exceeding **1.5 metres** on any single side is subject to an oversized cargo handling charge of **RM120 per package**.
- Cargo measuring **3 metres or longer** on any single side will not be accepted for air freight transportation.

West Malaysia Small Sea Freight

- Cargo exceeding **1.5 metres** on any side is subject to an oversized cargo surcharge of **RM30 per package**.
- Cargo exceeding **1.8 metres** will automatically be upgraded to the Large Sea Freight service and charged according to the applicable Large Sea Freight rates.

East Malaysia & Singapore Small Sea Freight

- Maximum permissible length: **1.5 metres**

Large Sea Freight

- Maximum permissible length: **5 metres**

Shipments exceeding these limitations may require customised transportation arrangements and separate quotations.

20. Overweight Cargo

Different transportation services are subject to different weight limitations.

Air Freight

Certain airline services limit the maximum weight of an individual package to **25 kg**.

Where necessary, Newfly may arrange an alternative carrier suitable for heavier cargo.

Packages weighing more than **68 kg** are subject to an overweight handling charge of **RM120 per package**.

Large Sea Freight

The standard maximum weight allowance is **500 kg per cubic metre (CBM)**.

Where the actual cargo weight exceeds this limit, the chargeable volume will be recalculated using the following formula:

Chargeable CBM = Actual Weight (kg) ÷ 500

Oversized cargo charges and overweight cargo charges will not be applied simultaneously.

Only the higher applicable charge shall apply.

21. Shipment Amendments

Where cargo has already been packed, customers requesting any of the following:

- Additional cargo
- Removal of cargo
- Repacking
- Order modification

will be subject to a handling fee of:

RM15 per amendment

Where cargo has not yet been packed, changing the transportation method only (for example, Air Freight to Sea Freight) will generally not incur an amendment fee.

Large Sea Freight shipments cannot be modified once packing has been completed.

22. Return-to-Supplier Service

Customers requesting Newfly to return warehouse cargo to the original supplier or another address within China will be charged:

RM10 per package

Customers are responsible for confirming the return address with their supplier.

Domestic courier charges within China shall be borne by the customer.

23. Remote Area Surcharge

Certain delivery destinations classified by transportation providers as remote or out-of-service areas may be subject to additional delivery charges.

Where applicable, customers will be notified before shipment.

Applicable charges shall follow the latest rates imposed by the respective carrier.

24. Warehouse Liability

Newfly will exercise reasonable care in handling and storing customer cargo.

However, Newfly shall not be liable for any loss or damage arising from:

- Inadequate packaging provided by the customer
- Inadequate packaging by the supplier
- Product quality or manufacturing defects
- Normal wear and tear during transportation
- Natural deterioration
- Customs inspection or customs opening of packages
- Minor packaging damage caused by third-party carriers
- Force majeure or circumstances beyond Newfly's reasonable control

Customers shipping fragile, precision, or high-value cargo are strongly encouraged to select professional packing services, wooden crating, and cargo insurance to minimise transportation risks.

Chapter 4 – Shipping Policy, Transit Times & Customs Clearance

Newfly arranges appropriate air freight and sea freight solutions based on the nature, dimensions, weight, destination, and transportation requirements of each shipment.

All transportation services are coordinated by Newfly in collaboration with airlines, shipping lines, customs brokers, customs clearance agents, and local delivery partners.

All transit times published by Newfly are estimates only and do not constitute guaranteed delivery commitments.

25. Logistics Services

Newfly provides the following international logistics services:

- China → Malaysia Air Freight
 - China → Malaysia Sea Freight (LCL – Less than Container Load)
 - China → Malaysia Sea Freight (FCL – Full Container Load)
 - Taiwan → Malaysia Air Freight
 - Taiwan → Malaysia Sea Freight
 - Malaysia → China Air Freight
 - Malaysia → Hong Kong Air Freight
 - Door-to-Door Delivery Services
 - Commercial Cargo Transportation
 - Personal Parcel Shipping
 - Cross-border E-commerce Logistics
 - Heavy Equipment Transportation
 - Furniture Shipping
 - Building Materials Transportation
 - Machinery & Industrial Equipment Shipping
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26. Air Freight Services

Air freight is generally recommended for:

- Time-sensitive shipments
- Product samples
- Commercial documents
- Small parcels
- E-commerce orders
- Urgent replenishment shipments

Estimated transit times under normal operating conditions are:

China Warehouse → Malaysia:

4–7 business days

Malaysia → China:

3–7 business days

Malaysia → Hong Kong:

2–5 business days

Transit time is calculated from the date the shipment departs the Newfly warehouse.

Actual delivery schedules may vary due to:

- Airline schedules
 - Airport security screening
 - Cargo space availability
 - Customs inspections
 - Public holidays
 - Weather conditions
 - Airline operational adjustments
 - Other operational factors beyond Newfly's control
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27. Air Freight Routing

Air freight shipments are assigned to different transportation channels according to the nature of the cargo.

General Cargo

General Cargo will normally be transported via standard commercial air freight services.

Sensitive Cargo

Sensitive Cargo must be transported through designated handling channels that comply with applicable carrier and regulatory requirements.

Customers are responsible for accurately declaring the nature of their cargo.

If Sensitive Cargo is incorrectly declared as General Cargo and is identified during airline security screening or customs inspection, the shipment may be:

- Returned to the warehouse
- Re-routed through an appropriate shipping channel
- Subject to additional freight charges
- Subject to handling or return processing fees
- Delayed during transportation

All additional costs arising from incorrect cargo declarations shall be borne by the customer.

28. Sea Freight Services

Sea freight is generally recommended for:

- Large shipments
- Furniture
- Building materials
- Machinery
- Commercial procurement
- Bulk cargo

Available sea freight services include:

- Less than Container Load (LCL)
- Full Container Load (FCL)
- Door-to-Door Delivery

The appropriate shipping method will be determined according to cargo volume, shipment requirements, and operational arrangements.

29. China–Malaysia Sea Freight Process

The standard transportation process is as follows.

Stage 1 – Delivery to Newfly Warehouse

Suppliers deliver cargo to Newfly's designated warehouse in China.

Estimated processing time:

1–3 days

Stage 2 – Warehouse Processing

Cargo is received, registered, measured, weighed, consolidated, and packed.

Estimated processing time:

1–2 days

Additional services such as cargo inspection, photography, wooden crating, or repacking may require additional processing time.

Stage 3 – Export Customs Clearance

Cargo is submitted for export customs declaration and customs clearance.

Estimated processing time:

1–2 days

If customs inspection is required, additional processing time may apply.

Stage 4 – Container Loading & Port Delivery

Cargo is consolidated, loaded into containers, and transported to the departure port.

Estimated processing time:

1–2 days

During peak shipping seasons, vessel availability may affect departure schedules.

Stage 5 – Ocean Transportation

Cargo is transported by sea from China to Port Klang, Malaysia.

Estimated sailing time:

6–9 days

Actual transit time depends on:

- Shipping line schedules
 - Weather conditions
 - Port congestion
 - Vessel scheduling
 - Operational circumstances
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Stage 6 – Import Customs Clearance

Upon arrival at **Port Klang, Malaysia**, cargo undergoes import customs clearance.

Estimated processing time:

1–3 days

Where customs inspections or additional documentation are required, clearance may take longer.

Stage 7 – Local Delivery

Following customs clearance, cargo will be released for domestic delivery.

Klang Valley:

Same-day or next business day delivery may be available.

Other destinations within West Malaysia:

Estimated delivery time is **1–3 business days**.

Estimated Total Transit Time

Under normal operating conditions, the overall estimated transit time is:

12–22 days

Actual transit time may vary depending on shipping schedules, customs processing, carrier operations, and other external factors.

30. Customs Clearance

All international shipments are subject to export and import customs regulations in the countries of origin and destination.

Customers may be required to provide supporting documentation, including but not limited to:

- Commercial Invoice
- Packing List
- Product Information
- Proof of Purchase
- Proof of Payment
- Import Permit (where applicable)

- Brand Authorization (where applicable)
- Material Safety Data Sheet (MSDS), where applicable
- Any additional documentation required by customs or regulatory authorities

Where customers fail to provide the required documentation, any resulting:

- Customs delays
- Import duties
- Taxes
- Administrative penalties
- Shipment returns
- Cargo confiscation
- Cargo destruction

shall be the sole responsibility of the customer.

31. Customs Inspection

Customs authorities reserve the right to inspect any shipment.

Inspection methods may include:

- X-ray screening
- Physical examination
- Random inspection
- Documentation review
- Customs valuation review
- Brand authenticity verification
- Duty and tax assessment

Newfly has no authority to influence or intervene in customs enforcement decisions.

Where customs inspection is conducted, transit times may be extended.

32. Freight Charge Calculation

Air freight charges are calculated based on the greater of:

- Actual Weight
- Volumetric Weight

Volumetric Weight is calculated as follows:

Length (cm) × Width (cm) × Height (cm) ÷ 6000

Where Actual Weight exceeds Volumetric Weight, freight charges will be based on Actual Weight.

Where Volumetric Weight exceeds Actual Weight, freight charges will be based on Volumetric Weight.

33. Sea Freight Charge Calculation

Less than Container Load (LCL) shipments are generally charged based on cargo volume measured in cubic metres (CBM).

Full Container Load (FCL) shipments are quoted on a full-container basis.

Where cargo exceeds the standard weight allowance for sea freight, chargeable volume may be recalculated based on cargo weight in accordance with the applicable pricing policy.

34. Customs Declaration Information

Customers are responsible for providing complete and accurate shipment information, including:

- Product description
- Quantity
- Unit price
- Total declared value
- Customs declaration value
- Consignee information
- Contact number
- Delivery address
- Postal code

All information provided by the customer will be used for transportation arrangements and customs declaration.

Newfly shall not be liable for any loss, delay, penalties, or additional costs arising from inaccurate or incomplete information provided by the customer.

35. Delivery & Receipt of Cargo

Upon receiving the shipment, customers should immediately inspect:

- External packaging
- Visible damage
- Number of packages
- Shipping labels

If any discrepancy or damage is identified, customers should document the condition with photographs before signing for the shipment and notify Newfly immediately.

Claims submitted after acceptance of the shipment may be subject to investigation, and Newfly reserves the right to determine liability based on the available evidence.

36. Force Majeure

Newfly shall not be liable for delays, service interruptions, or failure to perform arising from circumstances beyond its reasonable control, including but not limited to:

- Severe weather
- Typhoons
- Floods
- Earthquakes
- Pandemics
- War
- Port congestion
- Airport closures
- Vessel schedule changes
- Flight cancellations
- Customs inspections
- Government regulations
- International trade restrictions
- Labour strikes
- Third-party carrier disruptions
- Any other force majeure events

Where such circumstances occur, Newfly will make commercially reasonable efforts to keep customers informed and provide shipment updates as they become available.

Chapter 5 – Insurance, Liability & Claims Policy

Newfly is committed to providing safe, stable, and reliable international logistics services.

As international transportation involves multiple parties, including airlines, shipping lines, ports, customs authorities, warehouses, customs brokers, and third-party carriers, shipments may still be exposed to risks such as loss, delay, damage, customs inspection, or other unforeseen circumstances.

Customers are strongly advised to purchase cargo insurance for high-value shipments.

37. Cargo Insurance

Customers may choose to purchase cargo insurance before shipment.

The insurance premium is generally charged at **5% of the declared cargo value**.

Insurance premiums are calculated based on the declared value of the goods.

Customers must declare the cargo value accurately and retain supporting documents, such as purchase invoices, payment records, order confirmations, or proof of purchase, for future claim purposes.

If the customer intentionally undervalues the cargo or is unable to provide valid proof of value, Newfly or its insurance partner reserves the right to assess compensation based on the verifiable value of the goods.

38. Compensation for Insured Shipments

Where cargo insurance has been purchased and the claim is accepted under the applicable insurance terms, compensation for a confirmed total shipment loss during transportation shall be subject to the following:

- Compensation may be up to **100% of the actual declared cargo value**.
- Freight charges, insurance premiums, taxes, duties, handling fees, and other service charges already incurred are non-refundable.
- Compensation shall not exceed the actual purchase value of the goods.

Customers must provide supporting documents, including but not limited to:

- Purchase invoice
- Proof of payment
- Order records
- Cargo photos, where available
- Any other documents required for claim assessment

The insurance provider or relevant claim assessment party reserves the final right to review, approve, reject, or determine the compensation amount.

39. Compensation for Uninsured Shipments

Where the customer has not purchased cargo insurance, and where a total shipment loss is confirmed to be caused by Newfly or its appointed transportation partners, compensation shall be limited as follows:

- Compensation shall be calculated at **three (3) times the actual freight charges paid for the relevant shipment**.
- The maximum compensation amount shall not exceed **USD100**, or the equivalent amount in Malaysian Ringgit based on the exchange rate on the compensation date.

Once compensation has been made, the customer shall not make any further claim against Newfly in relation to the same shipment.

40. Exclusions from Compensation

The following circumstances are excluded from compensation by Newfly and may also be excluded from insurance coverage:

- Customs detention
- Customs confiscation
- Customs destruction of goods
- Incorrect cargo declaration by the customer
- False or misleading product descriptions
- Undervalued cargo declarations
- Shipment of prohibited goods
- Non-compliant Dangerous Goods shipment
- Sensitive Cargo incorrectly declared as General Cargo
- Breach of import regulations
- Breach of export regulations

- Consignee refusal to cooperate with customs clearance
- Consignee refusal to pay duties or taxes
- Insufficient documentation
- Incorrect delivery address provided by the customer
- Customer or consignee being unreachable
- Force majeure events
- War
- Pandemic or public health emergency
- Government policy changes
- Port closure
- Flight cancellation
- Vessel cancellation
- Natural disasters
- Events beyond the reasonable control of third-party carriers

Newfly shall not be liable for any loss, cost, delay, penalty, or damage arising from the circumstances listed above.

41. Cargo Damage

During international transportation, cargo may be handled multiple times during warehousing, loading, unloading, customs inspection, air transportation, sea transportation, and final delivery.

Even where standard packaging is applied, shipments may still experience:

- Carton wear and tear
- Outer packaging compression
- Packaging deformation
- Minor scratches
- Label detachment

Such conditions are generally considered normal transportation risks.

For fragile items, including but not limited to glassware, ceramics, marble, lighting products, mirrors, artwork, precision equipment, and other breakable goods, customers should arrange:

- Wooden crating
- Palletizing
- Reinforced packaging
- Cargo insurance

If the customer declines the recommended protective packaging, Newfly shall not be liable for cargo damage resulting from insufficient packaging.

As a general principle, transportation liability covers **loss only and does not cover damage**, unless otherwise agreed in writing or accepted under an applicable insurance policy.

42. Shortage or Missing Items

If the customer discovers missing items upon receipt of the shipment, the customer should stop unpacking immediately and contact Newfly as soon as possible.

The customer must provide:

- Photos of the outer packaging
- Photos of the shipping labels
- Photos before unpacking
- Unboxing video
- Details of the missing items

Newfly may review:

- Warehouse CCTV footage
- Packing records
- Weight records
- Dispatch photos
- Transportation records

If the investigation shows that the packing quantity was correct and the recorded weight was consistent, and there is no evidence proving loss during transportation, Newfly reserves the right to reject the compensation claim.

43. Wrongly Delivered Cargo

If the customer receives cargo belonging to another customer, the customer must notify Newfly within **48 hours**.

The customer shall not open, use, sell, dispose of, or otherwise handle cargo that does not belong to them.

Newfly will arrange recovery and redelivery where necessary.

Any loss, damage, or legal liability arising from the customer's unauthorised use or handling of another customer's cargo shall be borne solely by the customer.

44. Delivery Acceptance Responsibility

Upon receiving the shipment, the customer must immediately inspect:

- Packaging condition
- Number of packages
- Shipping labels
- Visible damage

If the customer notices any of the following:

- Opened packaging
- Re-sealed cartons
- Missing packages
- Significant weight discrepancy

the customer should request the delivery personnel to verify the issue on site and record the condition with photos or video.

If the shipment is accepted without any remarks or objection, subsequent claims may be limited or rejected if liability cannot be clearly established.

45. High-Value Cargo

Customers are strongly advised to purchase cargo insurance for high-value goods, including but not limited to:

- Mobile phones
- Tablets
- Laptops
- High-end electronic products
- Camera equipment
- Jewellery
- Branded goods
- Artwork
- Collectibles
- High-value machinery parts
- Other high-value items

Newfly reserves the right to require high-value cargo to be subject to:

- Cargo inspection
- Photo verification
- Wooden crating
- Cargo insurance

If the customer declines such recommendations or requirements, all transportation risks shall be borne by the customer.

46. Claims Procedure

All claims should be submitted as soon as possible after any issue is discovered, together with complete supporting documents.

Upon receipt of complete claim documents, Newfly will conduct an investigation.

The investigation may include reviewing:

- Warehouse CCTV footage
- Transportation records
- Weight records
- Packing photos
- Carrier records
- Insurance assessment reports

The claim review period may vary depending on the complexity of the case.

The customer will be notified of the claim outcome after the investigation has been completed.

47. Limitation of Liability

Except as expressly provided in this policy, Newfly shall not be liable for any direct, indirect, incidental, special, consequential, or economic losses, including but not limited to:

- Business losses
- Loss of profits
- Loss of goodwill
- Customer claims against the shipper
- Order cancellations
- Market losses
- Production stoppage
- Delay-related losses
- Loss of opportunity

In all circumstances, Newfly's maximum liability shall be limited to the compensation standards stated in this policy.

48. Final Interpretation

Newfly reserves the right to interpret, amend, revise, or update this Insurance, Liability & Claims Policy and related service terms from time to time.

The latest version shall be published on Newfly's official website and shall take effect from the date of publication.

Chapter 6 – Payment, Privacy & General Terms

49. Payment Policy

Unless otherwise agreed in writing, all freight charges, warehousing fees, packing charges, inspection fees, purchasing assistance fees, supplier payment fees, and any other related service charges shall be paid in accordance with the invoice issued by Newfly.

Newfly generally operates on a **Payment Before Shipment** basis.

Customers are required to settle all invoices promptly to avoid delays in cargo handling, shipment arrangement, delivery, or warehouse processing.

If payment is not completed, Newfly reserves the right to:

- Suspend packing operations;
- Suspend shipment arrangements;
- Suspend delivery;
- Withhold the release of cargo;
- Continue charging reasonable storage fees, where applicable.

Any shipment delays, missed vessel schedules, flight rescheduling, additional storage charges, or other costs resulting from late payment shall be borne solely by the customer.

50. Refund Policy

Logistics services are considered services performed progressively once operations have commenced.

Once cargo has entered any of the following stages:

- Warehouse receiving;
- Inspection;
- Packing;
- Wooden crating or palletizing;
- Customs declaration;
- Handover to carrier;
- Airport processing;
- Port processing;
- Container loading;
- Flight or vessel booking;

all service charges and freight charges already incurred are generally non-refundable.

Where a cancellation is requested under special circumstances, Newfly may determine whether a partial refund is applicable based on the actual costs and operational work already incurred.

51. Customer Data & Privacy Protection

Newfly respects customer privacy and is committed to protecting personal data provided by customers in accordance with applicable laws.

Customer information may be used for the following purposes:

- Creating shipment orders;
- Warehouse management;
- Transportation arrangements;
- Customs declaration and clearance;
- Customer service;
- Payment processing;
- After-sales support;
- Compliance with legal and regulatory requirements.

Newfly will not sell, rent, or disclose customer personal data to unrelated third parties without customer consent, except where disclosure is necessary or required under the following circumstances:

- Pursuant to a court order;
- As required by government authorities;
- As required by customs, tax, or law enforcement authorities;
- For transportation, customs declaration, customs clearance, and delivery purposes;

- Where disclosure is necessary to protect the lawful rights and interests of Newfly, its customers, or third parties.
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52. Website Use

Customers using Newfly's official website, member system, or other online platforms shall ensure that all submitted information is true, accurate, and complete.

Customers shall not:

- Impersonate another person or entity;
- Submit false or misleading information;
- Place fraudulent or malicious orders;
- Attack or disrupt the website;
- Distribute viruses or malicious software;
- Access systems without authorization;
- Interfere with normal website operations;
- Violate any applicable laws or regulations.

Customers shall be liable for any loss, damage, or legal liability caused to Newfly or any third party as a result of improper website use.

53. Intellectual Property

All content on Newfly's website and related platforms, including but not limited to:

- Text;
- Images;
- Designs;
- Trademarks;
- Logos;
- Videos;
- Documents;
- Systems;
- Website layout and design;

is owned by Newfly or used under lawful authorization.

No individual or organization may copy, reproduce, modify, distribute, publish, or use such content for commercial purposes without prior written consent from Newfly.

54. Force Majeure

Newfly shall not be liable for any loss, delay, service interruption, or failure to perform caused by events beyond its reasonable control.

Force majeure events include, but are not limited to:

- War;
- Armed conflict;
- Terrorist activities;
- Pandemic or public health emergency;
- Government policy changes;
- Customs policy changes;
- International trade restrictions;
- Port closure;
- Airport closure;
- Flight cancellation;
- Vessel cancellation;
- Labour strike;
- Natural disasters;
- Typhoon;
- Flood;
- Earthquake;
- Fire;
- System failure;
- Network interruption;
- Power outage;
- Events beyond the control of third-party carriers;
- Any other circumstances that cannot reasonably be foreseen, avoided, or controlled.

Where such events occur, Newfly will make commercially reasonable efforts to assist customers in following up on shipment status and providing updated transportation information.

55. Limitation of Legal Liability

The services provided by Newfly are international logistics and freight forwarding services.

Newfly is not an airline, shipping line, port operator, customs authority, or final-mile delivery company.

For delays, losses, inspections, detentions, or other issues caused by third-party carriers, government authorities, or other service partners, Newfly will make reasonable efforts to assist customers, but shall not be liable beyond the scope expressly stated in these Terms of Service.

Except as otherwise provided in these Terms, Newfly shall not be liable for any indirect loss, business loss, loss of profit, loss of business opportunity, consequential loss, or other economic loss.

56. Amendments to Terms

Newfly reserves the right to amend, revise, or update these Terms of Service from time to time due to business needs, transportation policy changes, legal or regulatory updates, or market conditions.

The updated version will be published on Newfly's official website and shall take effect from the date of publication.

Continued use of Newfly's services shall constitute acceptance of the latest version of these Terms.

57. Governing Law & Dispute Resolution

These Terms of Service shall be governed by and interpreted in accordance with the laws of Malaysia.

Any dispute arising from or in connection with the use of Newfly's services shall first be resolved through amicable negotiation between the parties.

If no resolution can be reached, the parties agree to submit the dispute to the courts of competent jurisdiction in Malaysia.

58. Contact Us

Customers who have any questions regarding these Terms of Service, Shipping Policy, service charges, or any other service matters may contact Newfly's customer service team.

The latest contact details, business hours, and service information will be published on Newfly's official website.

Effective Statement

By using Newfly's website, member system, warehouse address, logistics services, transportation services, purchasing assistance services, supplier payment services, or any

other services provided by Newfly, the customer acknowledges that they have read, understood, and agreed to be bound by the full contents of these Terms of Service and Shipping Policy.

These Terms shall take effect from the date of publication and shall apply to all services provided by Newfly.