

TERMS & CONDITIONS FOR CARRIAGE

PON PURE LOGISTICS PRIVATE LIMITED, hereafter this is to be referred as PPLPL, is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and rates.

THE WAYBILL: The PPLPL Waybill is not negotiable and the Consignor acknowledges the receipt of the goods transported hereunder and the Consignor's obligation to pay the freight and other charges as stated here.

The responsibility of PPLPL for a consignment accepted under a waybill ceases when the consignee acknowledges the receipt of the consignment by affixing his signature and seal on this return to original copy and of the delivery of the goods to the consignee.

All consignments under the waybill are carried at owner's risk.

CONSIGNOR'S OBLIGATION AND ACKNOWLEDGMENT: By tendering materials for consignments via PPLPL, it is deemed that the Consignor warrants that each article in the consignment is properly described on this waybill and it does not contravene the provisions of THE NEGOTIABLE INSTRUMENTS ACT 1881.

The Consignor shall be solely liable for all costs and expenses (which shall include but not be limited to) incurred by PPLPL in connection with the carriage of the goods and (import duties) related to the consignments and warehousing the consignment pending its return.

The Consignor accepts the condition that the consignment shall remain at the disposal of PPLPL until the goods are shown on this waybill and in case this condition is not accepted, the Consignor shall pay in advance all charges and expenses payable by PPLPL as also any Octroi and State taxes payable by PPLPL on the waybill for the consignment within a period of 30 days from the date of the consignment without informing the Consignor and the Consignor shall be liable for the same.

INSURANCE: While PPLPL has developed a Track Record in handling consignments, it does not recommend insurance for the goods at high value consignment. At no point of time PPLPL liability will not exceed the amount of the particular consignment.

TAXES: All taxes such as Octroi and other statutory payments levied on the consignments are to be borne by the consignee and in his absence the same will be borne by the Consignor. PPLPL will not extend any credit for Octroi and other statutory charges.

CHARGEABLE WEIGHT: Every consignment shall be charged by its chargeable weight in kg. as per the rate category weight. The chargeable weight shall be the actual weight of the goods in kg. as per the rate category weight.

Further, if such charges are not paid to PPLPL within 10 days, then PPLPL will store the goods at the consignee's risk and PPLPL further reserves its right to sell the goods by public auction, tender sale or otherwise or even destroy the goods without prejudice to PPLPL's other legal rights.

PPLPL does not carry perishable goods. However, in case of perishable goods, PPLPL shall have the right to dispose of the goods immediately without any notice and the Consignor shall keep PPLPL indemnified against all claims.

If Consignee refuses delivery or to pay on delivery, or the consignment is damaged or lost, PPLPL shall use reasonable means to return the consignment to Consignor cost, failing which the consignment may be sold by PPLPL without returning any liability whatsoever to the Consignor or anyone else. The proceeds shall be applied against outstanding dues, if any, administrative costs and the balance of the proceeds, if any, shall be returned to Consignor after adjusting outstanding dues, if any.

LIEN ON GOODS SHIPPED: The Consignor acknowledges PPLPL's right of lien on its consignments for any outstanding freight any other applicable charges, duties, levies, advances, arising out of transportation and warehousing services, which are payable to PPLPL by the Consignor. PPLPL will not release the goods until all such charges are paid.

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LIMITATIONS AND LIABILITY: The liability of PPLPL for any loss or damages to the consignment (which term shall include all documents or parcels or packages) shall be limited to the actual value of the consignment at the time of the loss or damage to the document or parcel as determined without regard to the commercial utility or special value to the Consignor.

The actual value of the document or parcel shall be ascertained by reference to the cost of preparation or replacement of the document or parcel, as the case may be, and the actual value of the consignment shall not exceed the original cost of the article.

The actual value of a parcel (which term shall include any item of commercial value which is transported hereunder) shall be ascertained by reference to its cost to the Consignor at the time and place of consignment but under no circumstances shall exceed Rs.500/-.

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In the event of any loss or damage to consignments, which are insured by the Consignor, PPLPL may at the request of the Consignor, provide a copy of the insurance policy and the insurance certificate to the Consignor. PPLPL shall not be liable for any loss or damage to the consignment if the Consignor agrees and acknowledges that the loss or damage might be incurred, including but not without admission of any claim, and that PPLPL shall be discharged of all liabilities, if any, arising out of the consignment on acceptance of the loss/damage certified by the Consignor.

CONSEQUENTIAL DAMAGES EXCLUDED: PPLPL shall not be liable in any event for any consequential or special damages or other direct or indirect loss, however arising, whether or not PPLPL has knowledge that such damages might be incurred, including but not limited to loss of income, profit, interest, utility or loss of market.

LIABILITIES NOT ASSUMED: In particular PPLPL will not be liable for any loss and damage to the consignment or a delay in picking up or delivering consignment if:

i. Due to acts of god, force majeure occurrence of any cause reasonable beyond the control of PPLPL or loss or damage caused through strikes, riots, political and other disturbances such as fire, accident or of the vehicle carrying the goods, explosions beyond the control of PPLPL for the goods that are carried by PPLPL. Caused by

ii. The act, fault or omission, commission of any act of the Consignor/Consignee or any other part claiming an interest in the consignment (including violation of any terms or conditions thereof) or any other person.

iii. Carriers such as airlines or airways not adhering to schedule for any reason whatsoever.

iv. Government officials in discharge of their official duties such as customs/taxation/Octroi inspection etc.

v. Electrical or magnetic injury or other such damages to photographic images or recording in any form.

vi. Notwithstanding what is stated above, PPLPL will endeavor to exercise its best efforts to provide expeditious delivery in accordance with its regular delivery PPLPL will endeavor to exercise its best efforts to provide expeditious delivery in accordance with its regular delivery PPLPL will endeavor to exercise its best efforts to provide expeditious delivery in accordance with its regular delivery.

No liability is assumed for any errors and omissions in any information, date which is imparted in respect of the consignment traveling under the air waybill.

The Consignor indemnifies PPLPL against loss, damages, penalties, actions, proceedings etc. that may be instituted by any government officials in discharge of their official duties including but not limited to customs/taxation/Octroi inspection etc.

CLAIMS: Any claim must be brought by the Consignor and delivered in writing to the office of PPLPL nearest to the location at which the consignment is accepted within 30 days from the date of such acceptance. No claim can be made against PPLPL beyond this time limit.

No claim for loss or damage will be entertained until all charges have been paid. The amount of any such claim will not be deducted from any transportation charges owned to PPLPL.

MATERIALS NOT ACCEPTABLE FOR CARRIAGE: Except as per written agreement between the Consignor and PPLPL, will not carry materials as under:

i. Classified as hazardous material, dangerous goods, prohibited, banned or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization) any applicable government department or others relevant organization.

ii. Not permitted by the laws/rules/restrictions in force or no customs regulations and/or any other relevant laws.

iii. Decides it cannot transport an item safely or legally (such items include but are not limited to animals, bullion, currency, bearer negotiable instruments, share certificates and bank shares, precious metals and stones, firearms or parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs). Details available in all PPLPL offices on request.

NOTE: ALL DISPUTES AND CLAIMS ARE SUBJECT TO CHENNAI JURISDICTION.

THIS WAYBILL IS VALID UNTIL IT IS PRINTED BY OUR AUTO GENERATED WAYBILL NUMBER

Aarthi Enterprises

AARTHIGARDEN, DEVANATHASAMY NAGAR,

IGR, GARDEN, PONDY ROAD,

EAST PONDY, CHENNAI - 605 602

COVILUPURAM 605 602

GSTIN: 33ACLPU1564E1ZK

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