

10.01.19 DCCS AMOUNT

TERMS & CONDITIONS FOR CARRIAGE

THE WAYBILL: The PPL Private Limited (here after this is referred as PPLPL) is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and rules.

The responsibility of PPLPL for a consignment accepted under waybill ceases when the consignee acknowledges the receipt of the consignment by his signature & seal on the return to original copy and or the delivery sheet/mobility device.

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

CONSIGNOR'S OBLIGATION AND ACKNOWLEDGEMENT: By sending materials for consignments via PPLPL, it is deemed that the consignee has accepted the terms and conditions stated herein.

The Consignor warrants that the goods are of the good and general description as stated on the waybill and that the goods are not subject to any special provisions of the NEGOTIABLE INSTRUMENT ACT 1881.

The Consignor shall be solely liable for all costs and expenses (which shall include limitations include Octroi, state and local taxes and import duties) related to the consignment and for costs incurred by PPLPL in performing the consignment.

The Consignor accepts the condition that the consignment is being carried by PPLPL from point of tendering only upto the address mentioned in the waybill and in case the consignment has to be rerouted / redirected / returned for any reason whatsoever, the Consignor shall pay all charges levied by PPLPL for such rerouting / redirection as per the normal schedule of PPLPL. PPLPL has also any Octroi and state local taxes etc. applicable thereon. PPLPL will hold such consignment as destination mentioned on the waybill for the maximum period of 30 days from the date of consignment.

PPLPL reserves the right to refuse the consignment without any liability on the Consignor and to return the consignment to the Consignor at the Consignor's expense.

INSURANCE: While PPLPL has developed a tracking system for all consignments carried in its network and has experienced margin over the freight charges, the Consignor shall insure his consignments at his own cost. PPLPL will command insurance for this points at high value consignments. No point of the PPLPL liability will be extended to the particular consignment.

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

CHARGABLE WEIGHT: Every consignment shall be charged on the basis of chargeable weight as stated on the waybill and not on the actual weight. The chargeable weight shall be the greater of the actual weight rounded off to the next higher half kg. or the volume weight similarly rounded off to the next higher half kg. its calculation shall be as per the following formula: $\text{Volume Weight} = \frac{\text{Volume}}{\text{Density}}$ Density = 1600 kg/cu m. The actual weight shall be the greater of the actual weight or the volume weight.

LIEN ON GOODS SHIPPED: The Consignor acknowledges PPLPL's right of lien on its consignments for any outstanding dues for any other consignment. The Consignor shall be liable for the expenses incurred by PPLPL in providing services, whether pertaining to past or present outstanding, in respect of any or all consignments carried under this contract and may refuse to surrender possession of the consignment until all such charges are paid.

Further, if such charges are not paid to PPLPL within 10 days, then PPLPL may store the goods at the defaulting Consignor's consignee's own risk.

PPLPL further reserves its right to sell the goods by public auction, tender, private agreement or otherwise or even destroy the goods without prejudice to PPLPL's other legal remedies to recover its costs, charges and expenses if the charges as indicated above are not paid by the Consignor within 10 days.

PPLPL does not carry any perishable goods. However, in case of perishable goods, PPLPL shall have the right to dispose of the goods immediately and without any notice and the Consignor shall bear PPLPL's indemnity against claims, charges and expenses incurred by PPLPL due to such perishable goods entering into the network of PPLPL.

If consignee refuses to pay or delay or the consignment is deemed to be unacceptable or it has been undervalued for customs/Octroi purposes, or consignee cannot be reasonably identified or located, PPLPL shall use reasonable efforts to return the consignment to Consignor cost, failing which the consignment may be released, disposed of or sold by PPLPL without incurring any liability whatsoever to the Consignor or any other party. The proceeds shall be applied against service charges and related administrative costs and the balance of the proceeds of a sale to be returned to Consignor after deducting outstanding duties, if any.

LIMITATIONS AND LIABILITY: The liability of PPLPL for any loss or damages to the consignment (which term shall include all accessories and packaging) through PPLPL shall be limited to (a) Rs.500/- or (b) the amount of loss or damage to the consignment, whichever is less, subject to the condition that the actual value of the consignment or the value of the document or parcel so determined will be without regard to the commercial utility or special value to the Consignor.


The actual value of a parcel (which term shall include any item of commercial value which is transported there) shall be ascertainable by reference to the cost of preparation or replacement in construction value of the item and shall not exceed the market value not exceeding the amount of Rs.500/- and within overall limit of Rs.500/-.

In this event of any loss or damage to consignments, which are insured by the Consignor, PPLPL may at the request of the Consignor, issue loss/damage certificate with the sole purpose of enabling the Consignor to claim insurance from the insurer. The Consignor agrees and consents that the loss/damage certificate will be issued by PPLPL, without admission of any claim and that PPLPL shall be discharged of all liabilities, claims, charges and expenses incurred 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 is aware that such damages may result from the loss of income, profit, interest, utility or loss of market.

LIABILITIES NOT ASSUMED: PPLPL will not be liable for any loss or damage to the consignment or a delay in picking up or delivery of consignment if:

- 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, rebellion, civil disturbances, sabotage, fire, war or any other circumstances beyond the control of PPLPL.
- This act, fault or omission or commission of any act of the Consignor/Consignee or any other party claiming an interest in the consignment or the goods or accessories thereof, or any other person.
- Carries such as airlines or always not adhering to schedule for any reason whatsoever.
- Government officials in discharge of their official duties such as customs/Excise/Control inspection etc.
- The nature of the consignment or any defective characteristics of inherent vice therein.
- Classical or magnetic in any manner or other such damages to photographic images or recording in any form.
- Notwithstanding what is stated above, whilst PPLPL will endeavor to provide expedient delivery in accordance with regular delivery, PPLPL will not under any circumstances be liable for delay in pickup, transportation or delivery of any consignment regardless of cause of such delays.
- No liability is assumed for any errors and or omissions in any information / data which is imported in respect of the consignment traveling under the air waybill.

 <p>Pon Pure Logistics Private Limited Admin. Off.: 1420, 2nd Floor, 13th Main Road, Anna Nagar, Chennai - 600040. PAN No.: AAJCS0953J CIN : U63090TN2005PTC56468</p>	<p>DATE & TIME : 12-Jan-2019 7:47AM</p>	<p>BOOKING MODE : TBB (DD)</p>	<p>GOODS CONSIGNMENT NOTE (GCN) NO.: EC/TNPL/121504/18-19</p>	<p>POD</p>
	<p>Customer Type: 527828</p>	<p>TRUCK NO. : TNO1BF8915</p>	<p>BOOKING OFFICE : KARUR TNPL HUB (TNPL)</p>	
<p>33AAJCS0953J129</p>		<p>KARUR TNPL HUB (TNPL) CHENNAI HUB (CHHD)</p>		
<p>CONSIGNOR : FAMIL NADU NEWSPRINT AND PAPER - KARUR KAGITHAPURAM, KARUR-639136</p>	<p>CONSIGNEE : THE STORES CUSTODIAN CENTRAL STORES MYLAPORE TN ELECTRICITY BOARD CEDC/CENTRAL DR. RAJHAKRISHNAN SALAI CHENNAI-600004</p>		<p>FREIGHT CHARGES</p>	<p>AMOUNT</p>
<p>Mobile Number : 9443546258 Email Id : mktg.desplan@tnpl.co.in</p>	<p>Mobile Number : 5648658476 Email Id : D@GMAIL.COM</p>		<p>BASIC FREIGHT</p>	
<p>GOODS DESCRIPTION</p>	<p>SAID TO CONTAIN</p>	<p>NO. OF ARTICLE</p>	<p>CHARGED WT.</p>	<p>ACTUAL WT.</p>
<p>PAPER REAM</p>	<p>PAPER BUNDLES</p>	<p>60</p>	<p>1494.7</p>	<p>1494.7</p>
<p>INVOICE NO. : 12018056346-347</p>	<p>VALUE : 111329.00</p>	<p>Cus. Spac. Inst : Est. Del. Date : 13-Jan-2019</p>		
<p>E-Waybill No : 541079277044</p>	<p>Goods received in good condition.</p>		<p>For Pon Pure Logistics Private Limited</p>	
<p>REMARKS : DIRECT SALES</p>	<p>(Receiver : Sign, Mobile No., Stamp & Date)</p>		<p>7823945494 *Whatsapp / text only</p>	