

FRMS & CONDITIONS FOR

reasonable manner and by any reasonable means, methods and rules. PON PURE LOGISTICS PRIVATE LIMITED, (here after this is to be referred as PPLPL) is entitled to perform the transport in any IHE WAYBILL; The PPLPL Waybill is non negotiable and the Consignor acknowledgment that it has prepared by the Consignor or by PPLPL

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 & seal on the return to original copy and or the delivery sheet/mobility device.

CONSIGNORS OBLICATION AND ACKNOWLEDGMENT: By tendering materials for consignments via PPLPL it is deemed that the All consignments under the waybill are carried at owner's risk.

Consignors agrees to the terms and conditions stated here, The Consignor warrants that he is the owner or the authorized agent of the owner of the goods transported bereunder and that the Consignor here by accepts PPLPL erms and conditions for itself and or as an agent for and on behalf of any other person hering any interest in the consignment.

The Consignor warrants that each articles in the consignment is properly described on this waybill and it does not contravene the provisions of THE NEGOTIABLE INSTRUMENT ACT 1861.

The Consignor shall be solely liable for all costs and expenses (which shall without limitations include Octrot, state and local taxes and import duties) related to the consignor or warehousing the consignor to the Consignor or warehousing the

The Consignor accepts the condition that the consignment is begin carried by PPLPL from point of rendering only upto the address shown on this waybill and in case this consignment has to be revorted redirected? returned for any reason whatsoever, the Consignor shall pay in advance all barges, leved by PPLPL or such recorded? return as per the normal substitute of PPLPL as also any Octon and state local taxes etc. applicable thereon. PPLPL will hadd such consignment as declaration mentioned on the waybill for the maximum period of local taxes etc. applicable thereon. The return of the property of the consignment without informing the Consignor and 30 days from the date of consignment. The return of his birth of the consignor shall indemnify PPLPL against any claim or hisbitity.

INSHRANCE: While PPLPL has developed a tracking system for all consignments earlied in its network and has experienced manapower to INSHRANCE: While PPLPL has developed a tracking system for all consignment. The Consignor may if he so desires insure his consignments at his own cost. PPLPL will recommend insurance for this points all high value consignment. At no point of time PPLPL liability will not exceed freight 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. Packing of the material rendered for the consignment is the responsibility of the Consignor.

CHARCEABLE WEEGHT: Every consignment shall be charged by its chargeable weight as defined foreunder and not the actual weight. The chargeable weight shall be higher of (a), the equal weight rounded off to the next higher half kg, as por the rate category agreed to or (b), the volume weight similarly rounded off as in (a) above. Volume weight of the consumment in kg, its gross cube, cms, i.e length x width x height divided by 3375.

LEN ON GOODS SHIPPED: The Consignor acknowledges PPLPL's right of lien on its consignments for any outstanding freight any other applicable charges, central, state and local taxes, duties, levies, advances, arising out of transportation and warehousing 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 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.

PPLPL further reserves its right to sell the goods by public auction, tender, private agreement or otherwise or even destroy the goods without pregidice to PPLPL other legal remedies to recover its costs, charges and expenses, if the charges as indicated aforesaid are not paid by the Consignor / consignor within 10 days. 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 does not carry any perishable goods. However, in case of perishable goods, PPLPL shall have the right to dispose off 'sell the goods incurred by minimediately and without any notice and the Consignor shall keep PPLPL indemnify against all claims, charges and expenses incurred by minimediately and without any notice and the Consignor shall keep PPLPL indemnify against all claims, charges and expenses incurred by PPLPL due to such perishable goods entering into the network of PPLPL.

If consignee refuses delivery or to pay on delivery or the consignment is deemed to be unacceptable or it has been undervalued for customers / Octors purposes, or consignee cannot be reasonable identified or located, PPLPL shall luse reasonable efforts to return the consignment may be released, disposed of or sold by PPLPL without morning any liability whatsoever to Consignor cost, failing which the consignment may be released, disposed of or sold by PPLPL without morning any liability whatsoever to the Consignor of anymore clse. The proceeds sold to explice apained service charges and related administrative costs and the balance of the proceeds of a sale to be returned to Consignor after adjusting outstanding duties, if any.

consigned through (PPLPL) shall be lowest of (a) Rs. 500/- or (b)the amount of loss or shall include all documents of parcels LIMITATIONS AND LIABILITY The liability of PPLPL for any loss damage to the document or parcel actually

actual value of the document or parcel so determined will be without regard to the commercial utility or special value to the Consignor, sustained for consignments which are not insured as mentioned below and the

The actual value of a parcel (which term shall include any item of commercial value which is transported here under) shall be ascertaing the crue to its cost by repair or replacement, resile or fair market value not exceeding the original cost of the article actually paid by consignor subject to and within overall limit of Rs. 5000-. The actual value of the document or parcel shall be ascertained by reference to the cost of preparation or replacement / reconstruction wat the time and place of consignment but under no circumstances shall exceed 8s. 500.

CONSEQUENTIAL DAMAGES EXCLUDED: PPLPL shall not be liable in any event for any consequential or special damages or planting for indirect loss, however arising whether or not PPLPL has knowledge that such damages might be incurred, including but not limited to le incurre, profit, interest, trithy or loss or market. In this event of any loss or damage to consignments, which are insured by the Consignor, PPLPL may at the request of the Consignor, loss of damage shortage certificate with the sole purpose of enabling the Consignor to lodge insurance chain with its insurance company, loss of damage shortages and acknowledges that the loss, shortage damage certificate will be issues by PPLP, without adaptation of any consignment on acceptance of the loss damage certified by the Consignation of the loss damage certified by the Consignation

<u>IABILITIES NOT ASSIMED</u>: In particular PPLIL will not be liable for any loss and damage to the consegnment or a feltry in picking up or delivering consignment. Due to acts of god, force majeure occurrence of any cause reasonable beyond the control of PPLPL or loss or damage caused the influence, so political and other disturbances, such as fire, accident of the vehicle currying the goods, explosions beyond the control of the pPLPL for the goods that are carried by PPLPL Caused by

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

iv. Government officials in discharge of their officials in discharge of their official duties such as customs / taxation / Octro inspectic iii. Carriers such as airlines or airways not adhering to schedule for any reason whatsoever.

The nature of the consignment or any defective characteristics of inherent vice therein.

Notwithstanding what is stated above, whilst PPLP1 will endeavor to exercise its best efforts to provide expetitious delivery in account its regular delivery. PPLP1 will not under any circumstances be hable for delay in pick up, transportation or delivery consignment regardless of cause of such delays. vi. Electrical or magnetic injury crasure or other such damages to photographic images or recording in any form.

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

CLAIMS: Any claim must be brought by the CONSIGNOR and delivered, in writing to the office of PPLPL nearest to the location at wi consegment is accepted within 50 days from the date of such acceptance. No claim can be made against PPLPL beyond this time limit. MATERIALS NOT ACCEPTABLE FOR CARRIAGE: Except as per mritten agreement between the CONSIGNOR and PPLPL will not early materials The Consignor indemnities PPLPL against loss, damages, penalties, actions proceeding etc. that may be instituted by any gove officials in discharge of their official duties including but not limited to customs? taxation. Octool inspection etc. No claim for loss or damage will be ordertained until all charges have been paid. The amount of any such claim will not be deducted from any transportation charges owned Classified as hazardous material, dangerous goods, prohibited, banned or restricted articles by IMTA (international air Transport Asso. (CAO (international Civil Aviation Organization), any applicable government department or others relevant organization.

PI\_PL decides it cannot transport an item safely or legally (such items include bur are not limited to animals, bullon, currency negotiable instruments, share certificates and blank shares, precious neads and stones, frearms or parts thereof and ammuniton remains, pornography and illegal naccotics (drugs). Details available in all PPLPL offices on request. Not permitted by the laws / rules / restrictions in force or no customs regulations and / or / any other relevant laws.

Note : ALL DISPUTES AND CLAIMS ARE SUBJECT TO CHENNAI JURISDICTION