

TERMS & CONDITIONS FOR CARRIAGE

PON PURE LOGISTICS PRIVATE LIMITED (here after this is to be referred as PPL) is entered to perform the transport in any reasonable manner and by any reasonable means, methods and rules.

The responsibility of PPL for a consignment is terminated 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 of the delivery shed/modifiability device.

All consignments under the waybill are carried on motor's risk.

The Consignor warrants that he is the owner of the goods transported hereunder and that the Consignor hereby accepts PPL terms and conditions for itself and on behalf of any other person having any interest in the consignment.

The Consignor warrants that each article in the consignment is properly described on the waybill and does not contravene the provisions of **THE NEGOTIABLE INSTRUMENT ACT 1881**.

The Consignor shall be solely liable for all costs and expenses (which shall without limitation include Octroi, state and local taxes and import duties) related to the consignments and for costs incurred either in returning the consignment mentioned on the waybill for any reason whatsoever, the Consignor shall pay in advance all pending such items.

The Consignor reserves the right to destroy the consignment without informing the Consignor and the Consignor shall indemnify PPL against any claim or liability.

INSURANCE: While PPL has developed a tracking system for all consignments carried in its network and has experienced manpower to handle all consignment. The Consignor may if he so desires insure his consignments at his own cost. PPL will recommend insurance for its points all high value consignments. All point of time PPL 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 its absence the same will be borne by the Consignor. PPL will not extend any credit for Octroi and other statutory charges.

CHARGEABLE WEIGHT: Every consignment shall be charged by its chargeable weight as defined hereunder and not the actual weight. The chargeable weight shall be higher or (a) the actual weight rounded off to the next higher half kg. as per the rate category agreed to or (b) the volume weight (similarity) rounded off as in (a) above. Volume weight of the consignment in kg its gross cubic cms. (length x width x height) divided by 3375.

NET ON GOODS SHIPPED: The Consignor acknowledges PPL's right of lien on its consignments for any outstanding freight and 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 any value to further possession of the consignment until all such charges are paid.

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

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

PPL does not carry any perishable goods. However, in case of perishable goods, PPL shall have the right to dispose/offset the goods immediately and without any notice and the Consignor shall keep PPL indemnify against all claims, charges and expenses incurred by PPL due to such perishable goods entering into the network of PPL.

If consignee refuses delivery or to pay on delivery, or the consignment is deemed to be uncollectable or it has been undervalued for customers' Octroi purposes, or consignee cannot be reasonable identified or located, PPL shall use reasonable efforts to return the consignment to Consignor returned to Consignor after adjusting outstanding duties, if any.

LIMITATIONS AND LIABILITY: The liability of PPL for any loss and damage to the consignment (which term shall include all documents or parcels consigned through PPL) shall be lowest of (a) PPL's 500/- or (b) the amount of loss or damage to the document or parcel actually sustained for consignments which are not insured as mentioned below and the actual value of the document or parcel so determined will be without regard to the consignment utility or special value. Under no circumstances shall exceed Rs. 500/-.

The actual value of the document or parcel shall be ascertained by reference to the cost of preparation or replacement or recouped value at the time and place of consignment but under no circumstances shall exceed Rs. 500/-.

The actual value of a parcel (which term shall include any item of commercial value which is transported here under) shall be ascertain by reference to its cost by repair or replacement/replace or fair market value not exceeding the original cost of the article actually paid by the Consignor subject to and within overall limit of Rs. 500/-.

In the event of any loss or damage to consignments, which are insured by the Consignor, PPL may at the request of the Consignor, issue loss/damage/charge certificate with the sole purpose of enabling the Consignor to lodge insurance claim with its insurance company. The Consignor agrees and acknowledges that the loss/storing/damage certificate will be issued by PPL without admission of any claim and that PPL 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: PPL shall not be liable in any event for any consequential or special damages or other direct or indirect loss, however arising, whether or not PPL has knowledge that such damages might be incurred, including but not limited to loss of income, profit, interest, utility or loss or market.

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

I. Due to acts of god, force majeure occurrence of any cause reasonable beyond the control of PPL or loss or damage caused through strikes, riots, political and other disturbances such as fire, accident of the vehicle carrying the goods, explosions beyond the control of PPL for the goods that are carried by PPL. 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 railways 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. Notwithstanding what is stated above, whilst PPL will endeavor to exercise its best efforts to provide expeditious delivery in accordance with its regular delivery, PPL will not under any circumstances be liable for delay in pick up, transportation or delivery of any consignment regardless of cause of such delay.

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 waybill.

CLAIMS: Any claim must be brought by the Consignor and delivered, in writing to the office of PPL 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 PPL 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 owed to PPL.

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

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

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

• All disputes and claims are subject to Chennai Jurisdiction.

• PPL, decides if it cannot transport an item safely or legally (International Air Transport Association, ICAO (International Civil Aviation Organization), any applicable government department or others relevant organization).

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