

## TERMS & CONDITIONS FOR CARRIAGE

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

THE WAYBILL: The PPLPL Waybill is non negotiable and the Consignor acknowledgment that it has prepared by the Consignor or by PPLPL on behalf of the Consignor.

- The responsibility of PLPL for a consignment accepted under awaybill ceases when the consignee active wedges the receipt of the consignment by affixing his signature & seal on the return to original copy and or the delivery sheet/mobility device.
  - All consignments under the waybill are carried at owner's risk.

CONSIGNORS OBLIGATION AND ACKNOWLEDGMENT; By tendering materials for consignments via PPLPL it is deemed that the 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 hereunder and that the Consignor here by accepts PPLPL terms and conditions for itself and or as an agent for and on behalf of any other person having any interest in the consignor here.
- 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 INSTRUMENTA CT 1881.
- pending such return.

  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 rerouted /redirected/returned for any reason whatsoever, the Consignor shall pay in advance all
- charges levied by PPLPL for such rerouted /redirected/return as per the normal schedule of PPLPL as also any Octrol 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. Thereafter, PPLPL reserves the right to destroy the consignment without informing the Consignor and the Consignor shall indemnify PPLPL against any claim or liability.
- Packing of the material rendered for the consignment is the responsibility of the Consignor.

INSURANCE: While PPLPL 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. PPLPL will recommend insurance for this ponts all high value consistenment. At no point of time PPLP L his labelity will not exceed frieight amount of the particular consistenment.

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 as defined hereunder and not the actual weight. The chargeable weight shall be higher of (a) the actual weight rounded off is in a defined hereunder and not the actual weight the actual weight rounded off is in a department of above. Volume weight off the consignment is key, its gross cube, crising, is engity a width x height divided by 3375.

LIENON 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 pay or present outstanding, in respect of any or all consistenments carried under this contract and may refuse to surrence sare early

- 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 other legal remedies to recover its costs, charges and expenses, if the charges as indicated aforesaid are not paid by the
  Consignor/consignoe within 10 days.
- PPLPL does not carry any gerishable goods. However, in case of perishable goods, PPLPL shall have the right to dispose off/sell the goods immediately 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 newbork 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/ Octroi purposes, or consignee cannot be reasonable identified or located, PPLPL shall use reasonable efforts to return the consignment to Consigner cost, failing which the consignment may be released, disposed of or sold by PPLPL without incurring any liability whatsoever to the Consignor anyone else. The proceeds shall be applied against service charges and related administrative costs and the balance of the proceeds cf a sale to be returned to Consignor after administrative costs.

LIMITATIONS AND LIABILITY: The liability of PPLPL for any loss or damages to the consignment (which all documents or parcels consigned through (PPLPL)shall be lowest of (a)Rs. 500/- or (b)the amount of loss or damage to the document or parcel actually ..ustained for consignments which are not intermed below and the actual value of the document or the damage to the document or parcels consigned through (PPLPL)shall be lowest of (a)Rs. 500/- or (b)the amount of loss or damage to the document or parcel actually ...ustained for consignments which are not intermed below and the actual value of the document or parcel so determined will be without reparat to the commence to the Consignor.

- 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/resale or lair 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 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/shortage certificate with the sole purpose of enabling the Consignor to lodge insurance claim with its insurance company. The Consignor is to consign ments, which are insured by the Consignor is to consign ments.
- agrees and acknowledges that the loss/shortage/damage\_certificate will be issues by PPLPL 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.

  CONSCUENTIAL DAMAGES EXCLUDED: PPLPL shall not be liable in any event for a

profit, interest, utility or loss or 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 its.
- Due to acts of god, force majeure occurrence of any cause reasonable beyond the control of PPLPL or less or damage caused through strikes, riots, political and other disturbances such as fire, accident of the vehicle compling the goods, explosions beyond the control of PPLPL for the goods that are carried by PPLPL Caused by
  - i. 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 any other person.
- ii. Carriers such as airlines or airways not adhering to schedule for any reason whatsoever
- Government officials in discharge of their official duties such as customs/taxation/Octroi inspection etc.
- iv. The nature of the consignment or any defective characteristics of inherent vice therein.
- v. Electrical or magnetic injury erasure or other such damages to photographic images or recording in any form.
- Nowithstanding what is stated above, whilst, PPLPL will endeavor to exercise its best efforts to provide expeditious delivery in accordance with its regular delivery, PPLPL will not under any circumstances be liable for delay in pick up, 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 / date which is imparted in respect of the consignment traveling under the air waybill.
- The Consignor indemnities PPLPL against loss, damages, penalties, actions proceeding 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 ACCEPTALE FOR CARRIAGE: Except as per written agreement between the CONSIGNOR and PPLPL will not carry materials as under.
- 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.
- Not permitted by the laws/rules/restrictions in force or no customs regulations and/or/any other relevant laws.
- PLPL decides it cannot transport an item safety or legally (such items include fur are not limited to animals, buttion, currency, bearer negotiable instruments, share certificates and blank shares, precious metals and stones, firearms or parts thereof and arimunition, human remail a bennourably and fileacial remoticide/druss) betalas available in all PPLPL defices on request.
- Note: ALL DISPUTES AND CLAIMS ARE SUBJECT TO CHENNAI JURISDICTION.