

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 PPLPL for a consignment accepted under a waybill ceases when the consignment by affixing his signature & sea on the return to original copy and or the jetivery 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 of 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 an other person having any interest in the consignorment.
- The Consignor warrants that each articles in the consignment is properly described on this waybill and it does not convavene the provisions of THE NEGOTIABLE INSTRUMENT ACT 1881.
- The Consignor shall be solely liable for all costs and expenses (which shall without limitations include Octro), state and local taxes and import duties) releted to the consignments and for costs incurred either in returning the consignment to the Consignment pending support of the consignment o
- 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/elumed for any reason which every the Consignor shall pay in acvance all charges levied by PPLPL for such rendered fredirected/elum as per the normal schedule of PPLPL as also any Octor and state local taxes etc. applicable hereon. PPLPL will hold such consignment as destination mentioned on the waybill for the macmum 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 Consignormay if he so desires insure his consignments at his own cost. PPLPL will recommend insurance for this points all high value consignment. An point of time pPPLP liability will not exceed rejust amount of the particular consignment. An area of the properties o

TAXES: All taxes such as Octrol and other statutory payments levied on the consignments are to be borne by the consignment are to be borne by the Consignment and other statutory payments levied on the consignment are to be borne by the Consignment and other statutory payments.

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 to the reacting here half kg, as per he rate caregory agreed to or (b) the volume weight similarly rounded off as in (a) above. Volume weight of the consignment in kg, its gross cube, cms, i.e length x width x height divided by 3375.

LIEN 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 cut 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 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 other legal remedies to recover its costs, charges and expenses, if the charges a induated aforesaid are not said by the Constinent/constinence within 10 days.
- PPLPL does not carry any perishable 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 incremity against all claims, charges and expenses incurred by PPLPL due to such perishable goods entering into the network of PPLPL.
- It consignee refuses delivery or to pay on delivery, or the consignment is deemed to be unacceptable or it has been undervalued for customers/ Octro) purposes, or consignee -annot be reasonable identified or located. PPLPL shall use reasonable effects 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 anyone else. The proceeds shall be applied against service charges and related administrative costs and the proceeds of a sale to be returned to Consignor after adjusting outset, fairs.

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 consignment which are not increased to the commence all utility or special value to the Consiston.

- The actual value of the document or parcel shall be ascertained by reference to the cost of preparation or replacement /reconstruction 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 repacement/resale or lair market value not according the original cost of the article actually paid by the Constitution versal limit of the actual value or part of the actual value of the actual valu
- In the event of any loss or damage to consignments, which are insured by the Consignor. PPLPL may a three request of the Consignor, issue loss damagels shortage certificats with the sole purpose of enabling the Consignor to lodge insurance claim with its insurance company. The Consignor areas and an anxiousloss with this labels in the consideration of the con

agrees and acknowledges that the loss/shortage/damage certificate will be issues by PPLP without admission of any claim and that PPLP shall be discharged of all liabilities, if any, arising out of the consignment on acceptance of the loss demage or ifficit by the Consignor.

CONSEQUENTIAL DAMAGES EXCLUBED: PPLP shall not be liable in any event for any consequential or special, admanage or the refer to rein or inventor that such damages or the first by the Consignor.

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.

- 1. Due to acts of god, force majoure 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 of the verticle carrying the goods, explosions beyond the control of PPLPL or the goods that are caused by PPLPL Caused by
- i. 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 corditions thereof) or any other person.
- ii. Carriers such as airlines or airways not adhering to schedule for any reason whatsoever.
- iii. Government officials in discharge of their official duties such as customs/taxation/Octro inspection etc.
- iii. Government officials in discharge of their official duties such as costoms/taxation/Octro 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.
- Notwithstanding 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 cuties including but not limited to customerta::ation/Octroi inspection atta

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 cays from the date of such acceptance. No caim can be made against FPLP1 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, featquous material,
- PPLPL decides it cannot transport an item safely or legally (such items include fur are not limited to animals, bullion, currency, bearer negotiable instruments, share +ertificates and blank shares, precious negals and stones, firea major parts thereof and ammunition, human remains, pomography and illegal narcotics/drugs). Details available in all PPLPL offices on request.

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