TERMS & CONDITIONS FOR CARRIAGE

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

THE WAYBILL: The PPLPL Waybill is non negotiable and the Consignor acknowledgmen 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 consignee acknowledges the receipt of the consignment by affixing his signature & seal on the return to original copy and or the delivity sheet/mability device.
- All consignments under the waybill are carried at owner's risk.

CONSIGNORS OBLIGATION AND ACKNOWLEDGMENT: By tendering materials for consignments via PPLPL 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 hereuntier and that the Consignor here by accepts PPLPL terms and conditions for itself and or as an agent for and or behalf of an other person having any unterest in the consignment.
- The Consignor warrants that each articles in the consignment is properly described or this waybill and it does not contrive the provisions of THE NEGOTIABLE INSTRUMENT ACT 1861.
- The Consignor shall be solely liable for all costs and expenses (which shall without limitations include Cetroi, glate and area taxes and import duties) related to the consignaments and for costs incurred either in returning the consegnment to the Consignor or warehousing the consegnment needing such return.
 - The Consignor accepts the condition that the consignment is begin parried by PPLPI from point of rendering only upto the address shown on this wayfull and in case this consignment has to be rerouted 1 redirected / returned for any reason whateover; the Consegons shall pay in advance all charges leveld by PPLPI for such rerouted / redirected / returned for any reason whateover; the Consegons shall pay in Jordan State local taxes etc. applicable thereon. PPLPL will hold such consignment as Jestination mentioned on the wayfull for the maximum period of 30 days from the date of consignment. Thereafter, PPLPL reserves the right to destroy the censignment 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 earlied in its network and has experienced manpower to handle all consignment. The Consignor may if he so desires insure his consignments at his cwe cost. PPLPL will recommend naturance for this points all high value consignment. At no point of time PPLPL, liability will not exceed free that anount of the particular consignment.

TAXES: All taxes such as Octroi and other statutory payments levied on the consignments are to be borne by the consignment 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 hereaffer and not tre actual weight. The chargeable weight shall be higher of (a) the actual weight rounded off to the next higher laff kg, as per the rate category agreed to er (b) the volume weight smillarly rounded off as in (a) above. Volume weight of the co-signment in kg, its gross cube, cus, i.e. length x width x height

divided by 3300S SHIPPED: The Consignor acknowledges PPLPL's right of lien on its coasignments for an outstanding freight any other applicable charges, central, state and local taxes, duties, levies, advances, arising out of trensportation and warphousing services, whether

LIES ON GOODS SHIPPED: The Consignor acknowledges PPLP's right of ten on its consignments for air outstanding 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 ancer this contract and may refuse to air-ender 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 goads at the defaulting Coasignor's "zorsignee's own risk."
- PPLPL further reserves its right to sell the goods by public auction, tender, private agreement or otherwise or even estatoy the goods
 without prejudice to PPLPL other legal remedies to recover its costs, charges and expenses, if the charges as indicated acrossaid are not paid
 by the Consistency consistence within 10 days.
- PPLPL does not carry any perishable goods. However, in case of perishable goods, P*L*L shall have the right to dispose dff/sell the goods immediately and without any notice and the Consignor shall keep PPLPL indemnify against all claims, sharges and expenses incurred by PPLPL die to such perishable goods entering into the network of PPLPL.
- If consignee refuses delivery or to pay on delivery, or the consignment is de-med 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 Consignor ost, failing which the consignment may be released, disposed of or sold by PPLPL without incurring enty in the White the consignor or anyone else. The proceeds shall be applied against service charges an Telated administrative costs and the balance of the proceeds of a sale to be returned to Consignor after admixtney outstanding cuttes, if any.

LIMITATIONS AND LIABILITY :

The liability of PPLPL for any loss or damages to the consignment (which ferm shall include 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 sustained for consignments which are not insured as mentioned below and the



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actual 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 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 replacement / resale or fair market value not exceeding the original cost of the article actually paid by the Costsignor 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 layeres 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, it any, arising out of the consignment on acceptance of the loss/damage certified 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 has knowledge that such damages might be me urred, including but not limited to loss of minome, roth 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 maneure 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 vehicle carrying the goods, explosions beyond the control of PPLPL for the goods that are carried by PPLPL Caused by

 "The art find or onlysion / commission of any set of the Consignor / Consigner or any other part claiming an interest in this
- ii. The act, fault or omission / commission of any act of the Consignor / Consignee or any other part claiming an inverest in the consignment (including violation of any terms or conditions thereof) or any other person.
- iii. Carriers such as airlines or airways not adhering to schedule for any reason whatsoever.
- iv. Government officials in discharge of their officials in discharge of their official duties such as customs / taxation / Octroi inspection etc.
- v. The nature of the consignment or any defective characteristics of inherent vice therein.
- vi. 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
 consistent reparalless 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 / Octro; 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.

- Norekim for loss or damage will be entertained until all charges have been paid. The amount of any such chim will not be deducted from any transportation charges owned to PPLPL.
 MATERIALS NOT ACCEPTABLE FOR CARRIAGE: Except as per written agreement between the CONSIGNOR and PPLPL will not carry materials as under.
- MATERIALS NOT ACCEPTABLE 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 LATA (international air Transport Association),
- ICAO (International Civil Aviation Organization), any applicable government department of others relevant organization.
- Not permitted by the laws / rules / restrictions in force or no customs regulations and / or / any other relevant laws.
- PPLPL decides it cannot transport an item safely or legally (such items include bur are not limited to animals, bullion, currency, bearer megotiable instruments, share certificates and blank shares, preciousy metals and stones, firearms or parts thereof and ammun.tion, human remians, promogranby and itlegal narrovice/drugs.) Details available in all PPLPL offices on request.

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