

TERMS & CONDITIONS FOR CARRIAGE

PON PURE LOGISTICS PRIVATE LIMITED, there after this is to be referred as PPLP, is entitled to perform the tran port in any reasonable manner and by any reasonable means, methods and rules

THE WAYBILL: The PPI PL Waybill is non negotiable and the Consignor acknowledgment that it has prepared by the Consignor at by PPI PL

- ♦ The responsibility of PPLPL for a consignment accepted under a waybill seases when the corsignee acknowledges the receipt of the consignment by affixing his signature & seal on the return to original copy and or the delive v shert/mobility device.
- All consignments under the waybill are carried at owner's risk.

CONSIGNORS OBLIGATION AND ACKNOWLEDGMENT: By rendering materials for consumments via PPLPL it is degreed that the

- The Consignor warrants that he is the owner or the authorized agent of the goods transported hereunder and that the Consignor here by accents PPLPL terms and conditions for itself and or as an agent for and on lightly for any offer person having any interest in the constrainment.
- 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 limitation, include Cetro), state and local taxes and import duties) related to the consignments and for costs incurred either in returning the consignment to the Consignment or warehousing the consignment pending such return.
- ♦ The Consignor accepts the condition that the consignment is begin earlied by PPLPI, from point of rendering only unto the address shown on this waybill and in case this consignment has to be rerouted / redirected / returned for any reason what oever, the Consignor shall pay in advance all charges levied by PPLPL for such rerouted / return as per the normal schedule of PPLPL as also any O-troj and state local taxes etc. applicable thereon. PPLPL will hold such consignment as destination mentioned on the waybill for the maxing um period of 30 days from the date of consignment. Thereafter, PPLPL reserves the right 13 destroy the consignment without informing the Consignment. 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 earried it its petwork and has experienced manpower to handle all consignment. The Consignor may if he so desires insure his consignments at his own cost, P2LPL 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 some by the consignee and in his absence the same will be borne by the Consignor, PPLPL will not extend any credit for Cetroi and other stabutory charges.

CHARGEABLE WEIGHT: Every consignment shall be charged by its chargeable weight as lefined percurder and not the actual weight. The chargeable weight shall be higher of (a) the actual weight rounded off to the next higher half sg. as per the rate category agreed to cr (b) the volume weight similarly rounded off as in (a) above. Volume weight of the consignment in kg. its gross cubs, cms, i.e length x width x height divided by 3375.

LIEN ON GOODS SHIPPED: The Consignor acknowledges PPLPLs right of lien on its consignments for any outstanding freight any other applicable charges, central, state and local taxes, duties, levies, advances, arsing out of transportation and warehousing services, whether pertaining to past or present outstanding, in respect of any or all consignments corried 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 1 the *efaultim: Consignor's / consignor's / consignor's /
- PPLPL further reserves its right to sell the goods by public auction, tender, private agreement or observise or even desayor the goods by the Consignor / consignee 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 PPLPL due to such perishable goods entering into the network of FPLPL
- If consignee refuses delivery or to pay on delivery, or the consignment is deemed to be mac-eptable or it has been undervalided for customers. Octroi purposes, or consignee cannot be reasonable identified or located, PPLPL shall use reasonable afforts to return the advisionment to Consignor cost, failing which the consignment may be released, disposed of or sold by PP_PL without recurring any lightly whatsoeyer to the Consignor or anyone else. The proceeds shall be applied against service charges and related administrative costs and the palance of the proceeds of a sale to be returned to Consignor after adjusting outstanding duties, if any,

LIMITATIONS AND LIABILITY The liability of PPI PI, for any loss or shall include all documents or parcels of (a) Rs. 500/- or (b)the amount of loss or 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 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 Rx 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 renair or replacement / resale or fair market value not exceeding the original cost of the article actually paid by the
- 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 comprose of enabling the Consignor to lodge insurance claim with its insurance company. The Consignor agrees and acknowledges that the consignor is certificate will be issued by PPLP issued in the consignor of any claim and that PPLPL shall be discharged of all liabilities for any agrising out of the consignment on acceptance of the loss/damage certified by the Corsignor. CONSEQUENTIAL DAMAGES EXCLUDED: PPLP is shall not be liable in any event for any consequential or special damages or other direct or indirect loss, however argising, whether or put PPLPL has fanyledge 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 PPEPL will not be liable for any loss and damage to the consignment or a delay in picking up or delivering consignment if its.

- i. Due to acts of god, force majeure occurrence of any cause reasonable beyond the control of PPLPL or loss or damage caused turough
- ti. The act, fault or omission / commission of any act of the Consigner / Consignee or any other part claiming an interest in the consignment (including violation of any terms or conditions thereof) or any other person.
- in. Carriers such as airlines or airways not adhering to schedule for any reason whatsoever.
- ry, Government officials in discharge of their officials in discharge of their official duties such as customs / taxation / Octroi inspect on 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
- No liability is assumed for any errors and or omissions in any information. data which is imparted in respect of the consignment traveline 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 wrich 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 o PPLPL 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 IATA (international air Transport Association).
 - 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, currence, bearer negotiable instruments, share certificates and blank shares, precious metals and stones, firearms or parts thereof and ammunition human remains, pornography and illegal narcotics/drugs). Details available in all PPLPL offices on request.

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