

## 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 consignee acknowledges 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 hereby 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 consignment.
- ❖ The Consignor warrants that each article in the consignment is properly described on this waybill and it 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 limitations include Octroi, state and local taxes and import duties) related to the consignments and for costs incurred either in returning the consignment to the Consignor or warehousing the consignment 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 Octroi 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 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 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 to the next higher half kg. as per the rate category 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 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 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 as indicated aforesaid are not paid 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 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 network 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 Consignor cost, failing which the consignment may be released, disposed of or sold by PPLPL without incurring any liability whatsoever to the Consignor or anyone else. The proceeds shall be applied against service charges and related administrative costs and the balance of the proceeds of a sale to be returned to Consignor after adjusting outstanding duties, if any.

**LIMITATIONS AND LIABILITY:** The liability of PPLPL for any loss or damages to the consignment (which term 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 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 ascertained 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 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 agrees and acknowledges that the loss/shortage/damage certificate will be issued 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.

**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 incurred, including but not limited to loss of income, 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:

- i. Due to acts of god, force majeure 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 PPLPL.
- 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 of the waybill) 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 official duties such as customs/taxation/Octroi inspection etc.
- v. The nature of the consignment or any defective characteristics of the consignment therein.
- vi. Electrical or magnetic injury/pressure or other such damages to electronic goods occurring in any form.

- ❖ Notwithstanding what is stated above, PPLPL will endeavor to exercise its best efforts to provide expeditious delivery in accordance with its regular delivery schedule. PPLPL will not be liable for delay in pick up, transportation or delivery of any consignment regardless of cause of such delays.

❖ No liability is assumed for loss of or omission of any information or data which is reported in respect of the consignment traveling under the waybill.

- ❖ The Consignor indemnifies 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:** All claims must be reported by the Consignor in writing to the office of PPLPL nearest to the location at which the consignment was accepted within 90 days of the date of the consignment. No claim shall 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 charge owed to PPLPL.

**MATERIAL NOT ACCEPTABLE FOR CARRIAGE:** PPLPL 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) or ICAO (International Civil Aviation Organization) or any applicable government department or others relevant organization.
- ❖ Not permitted by the laws/rules/restrictions in force of the customs regulations and any other relevant laws.

PPLPL does not transport any item which is illegal. Such items include but are not limited to animals, bullion, currency, 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 CHENNAI JURISDICTION.**

**PON PURE LOGISTICS PRIVATE LIMITED**  
**CHENNAI OFFICE**  
**DATE: 02/11/20**  
**SIGNATURE: [Signature]**  
**CLERK: [Signature]**  
**PHONE: 9442201636**

**Pon Pure Logistics Private Limited**



CIN : U63090TN2005PTC56468

**Administrative Office**

No. 1420, 2nd Floor, 13th Main Road,  
Anna Nagar, Chennai - 600 040.

PAN : AAJCS0953J

expres@ponpurelogistics.com www.ponpurelogistics.com

GSTIN :

DATE & TIME

www.cs.ponpurelogistics.com

Sign up with your Mobile No. to get POD & Tracking

TRUCK No.

31-Oct-2020

Pick up date : 02-Nov-2020

BOOKING MODE

GCN No.



TN19C5463

968318

TBR (DD)

FROM

EC/CHHB/122391/20-21

TO

POD

**33AAJCS0953J1Z9**

CHENNAI HUB (CHHB)

CHENNAI HUB (CHHB)

**CONSIGNOR :**

PANASONIC LIFE SOLUTION INDIA PVT LTD CHENNAI  
4/177,ambathur road,puzhal-600066

Mobile Number :

9840770479

Email Id :

panasonic@gmail.com

GOODS DESCRIPTION

SAID TO CONTAIN

CARTON BOX

ELECTIC WIRES

INVOICE NO.

DEEKAY-485

VALUE

2033842.00

E-Waybill No

541213936659

**CONSIGNEE :**

CG CIVIL ENGINEERING

52/4C,52/5A2D,52/5B1C,CHENNAI 600097-600076

Mobile Number :

9840337128

Email Id :

panasonic@gmail.com

NO. Of ARTICLE

CHARGED WT

ACTUAL WT.

159

2067.0

2067.0

Cus. Spec. Inst : Est. Del. Date : 04-Nov-2020(Booked within cut off time), Delivery Branch Contact No.: 9150112229

REMARKS: SITE DELIVERY

FREIGHT CHARGES	AMOUNT
BASIC FREIGHT	--
ARTICLE CHARGES	--
DIESEL HIKE CHAR	--
FREIGHT SURCHAR	--
OTHER CHARGES	--
DOOR COLLECTION	--
DOOR DELIVERY	50.00
DISCOUNT	-0.00
TOTAL FREIGHT	--

Regd. Off. : No.1420, 2nd Floor, 13th Main Road, Anna Nagar, Chennai,

Tamil Nadu, 600040

The consignee who is paying freight is liable for  
**BOOKING** on receipt of goods.

and conditions set forth on the reverse of this waybill  
copy of this non-negotiable waybill and that the information  
contained on this waybill.

Goods received in good condition

**DELIVERY** MAHALAKSHMI NAGAR  
**OFFICE :** NOOMBAL, CHENNAI, AS SHIPPING BACK  
SIDE.

For **Pon Pure Logistics Private Limited**

(Receiver Sign, Mobile No., Stamp & Date)

**7823945494** \*Whatsapp / text only