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TERMS & CONDITIONS FOR CARRIAGE

FON PURE LOGISTICS PRIVATE LIMITED, (here after this is to be referred as PPLPL) is entitled to perform the transport in 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 1 emed 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 consignment.
- The Consignor warrants that each articles in the consignment is properly described on this waybill and it does not contaven the provisions
 of THE NEGOTIABLE INSTRUMENT ACT 1861.
- The Consignor shall be solely liable for all costs and expenses (which shall without limitations include Octroi, state and local times 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 aldress shown on this waybill and in case this consignment has to be rerouted / redirected / returned for any reason whatsoever, the Consignor shell pay in advance all charges level by PPLPL as such rerouted / redirected / returned specified or PPLPL as also any continuous as the consignment as the local taxes etc. applicable thereon. PPLPL will hold such consignment as destination mentioned on the waybill for the maticipum period of 30 days from the date of consignment. Thereafter, PPLPL reserves the right to destroy the consignment without informing the Lonsignor and the Consignor shall indemnity PPLPL acquisition 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 nan-lead consignment. The Consigno may if he so desires insure his consignments at his own cost, PPLPL will recommend insurance for this poirts all high value consignment. At no point of time PPLPL liability will not exceed freight amount of the particular censist may be consigned to the particular censists may be consigned to the particular censists may be consigned to the particular censists may be considered to the particular censists may be consigned to the particular censists may be considered t

TAYES: 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 agrees, or or (b) the volume weight similarly rounded off as in (a) above. Volume weight of the consignment in kg, its gross cube, cris, i.e length x width x height divised by 3375.

LIE : ON GOODS SHIPPED: The Consignor acknowledges PPLPL's right of lien on its consignments for any outstarding freight and other applicable charges, central, state and local taxes, duties, levies, advances, arising out of transportation and warehousing serves, whether pertaining to past or present outstanding, in respect of any or all consignments carried under this contract and may refuse to surrende 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 / co
- PLPL 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 an die sted also esaic are net paid
 by the Consignor / consignoe within 10 days.
- PLPL does not carry any perishable goods. However, in case of perishable goods, PPLPL shall have the right to dispose eff/s-i the goods immediately and without any notice and the Consignor shall keep PPLPL indemnify against at claims, charges and expenses incurred by PPLPL due to such perishable goods entering into the network of PPLP.
- If consignee refuses delivery or to pay on delivery, or the consigmment is deemed to be unacceptable at it has been undervalued for ustomers I. Outroi purposes, or consignee cannot be reasonable identified or located, PPLPL shall use reasonable efforts to return the corsignment to Consigner cost, failing which the consignment may be released, disposed of or sold by PPLPL with unincurring any liability which soe are to the Consigner 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 legard to the commercial at lity 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 shal neltde 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 Consignor subject to and within overall limit of Rs. 500v.

♠ 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 so e purpose of enabling the Consignor to lodge n-urance claim with its insurance company. The Consignor agrees and acknowledges that the loss/shortage/damage/errificate will be "suzes by PPLP, without admission of any claim and that PPLP, Islat 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 lable in any event for any, consequential or special damages or other direct or indirect loss, however arising, whether or pot PPLPL as knowledge that such damages might be incurred, including but not limited to loss of

income, profit, interest, utility or loss of market.

<u>LIABILITIES NOT ASSUMED</u>: In particular PPLPL will act 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 loss or damage caused through strikes, prots, 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

ii. The act, fault or omission / commission of any act of the Consignor / Consignee or any other part claiming an interest in the

ii. The act, fault or omission / commission of any act of the Consignor / Consignee or any other part claiming an interest in t 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 darriages to paotographic images or recording in any form.

Notwithstanding what is stated above, whilst, P2LPL will not under any circumstances be liable for delay in 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 consensuant regardless of cause of such delays.

No highlifty is assumed for any errors and or omissions in any information / da'e which is imparted in respect of the consignment traveling under the air waybill.

• The Consignor indemnities PPLPL against loss, darrages, penalties, actions proceeding et., that may be instituted by any government officials in discharge of their official duties including but not limited to customs / taxation / Cartoi inspection etc.

CLAIMS: Any claim must be brought by the CONSIGNOR and delivered, in writing to the office of PPEPL 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 PPEPL beyond this time limit.

No skim for loss or damage will be entertuined until all charges have been paid. The amount of any such claim will not be:delucted from any transportation charges owned to PPLPL.
MATERIALS NOT ACCEPTABLE FOR CARRIAGE: Except as per written agreement between the CONSTITOR and PPLPL will not carry materials as under.

Classified as hazárdous material, dangerous goods, pro ribited, bannec or restricted articles by IAIA (international air Transport Association), ICAO (International Civil Aviation Organization), any applicable government cepartment or or hers relevant organization.

Not permitted by the laws / rules / restrictions in force or no customs regulations and / or / are other relevant laws.

PPLPL decides it cannot transport an item safely cr legally (such items include bur are no! lirited to animals, bullion, currency, bearer negotiable instruments, share certificates and blank shares precious meta, and stones, fireern: or parts thereof and ammunition, human remains, pomography and lilegal narcotics/drugs.] Details available ir all PPLPL offices on required.

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