

## 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 PPLPI for a consignment accepted under a waybill ceases when the consignme acknowledges the receipt of the consignment by affixing his signature & seal on the return to orional 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 PPLPLit 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 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 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 consignor.
- 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 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) related to the consignments and for costs incurred either in returning the consignment to 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 pa in advance all charges levied by PPLPL for such rerouted (redirected/return as per the normal schedule of PPLPL as also any Octro) and state local taxes etc. applicable thereon. PPLPL will hold such consignment as destination mentioned on the wavbill 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

NSURANCE: While PPLPL has developed a tracking system for all consignments carried in its network and has experienced manpower to handle all consignment. The Consignment are his consignments at his own cost. PPLPL will recommend insurance for this points all high have 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 cr (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 he ght civided by 3375.

LEN 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 croresent 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 self the goods by public auction, tender, private agreement or otherwise or even distroy the goods without prejudice to PPLPL other legal remedies to recover its costs, charges and expenses. If the charges as indicated aforesaid are mot 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 discose officeal the goods in mediately 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 under-alved for customen/ Octroi purposes, or consignee cannot be reasonable identified or located, PPLPL shall use reasonable efforts to return the consignment to Consignee cost faling which the consignment may be released, disposed of or sold by PPLPL without incurring any liability whats sever 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 mortioned below and the actual value of the document or parcel so determined will pewithout 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 lair market value not exceeding the original cost of the artis/e actually goald by the Consiston or 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. Tile Consignor, issue loss/damage/shortage certificate with the sole purpose of enabling the Consignor to lodge insurance claim with its insurance company. Tile Consignor, issue loss/damage/shortage certificate with the sole purpose of enabling the Consignor to lodge insurance claim with its i agrees 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, if any, arising out of the consignment on acceptance of the loss/damage certificate will be issues 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 certificate will be issues by PPLPL without admission of any claim and that PPLPL shall be discharged of all liabilities.

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 of a delay in picking up or delivering consignment if its.

Oue to acts of god, force majeure occurrence of any cause reasonable beyond the control of PPLPL or loss or damage caused through strikes, nots, 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

- 1. The act\_fault or prinssion/commission of any act of the Consigner Consigner or any other part claiming an interest in the consigner of functioning violation of any terms or conditions thereoff or any other person.
- Carriers such as airlines or airways not adhering to schedule for any reason whatsoever.
- Sovernment officials in discharge of their official duties such as customs/taxation/Octroi inspection etc.
- The nature of the consignment or any defective characteristics of inherent vice therein.
- Electrical or magnetic injury grasure or other such damages to photographic images or recording in any form.
- Abtwithstanding 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 covernment officials in discharge of their official duties including but not limited to customs/taxation/Octrol inspection etc,

CLAIMS: Any claim must be brought by the CONSIGNOR and delivered, in writing to the office of PPLPL nearest to the locational 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

 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, dangerous goods, prohibited, banned or restricted articles by IATA (international air Tran port Association). ICAO (International C vil Aviation Organization), any applicable government department or others relevant organization
- not permitted by the laws/rules/restrictions in force or no customs regulations and/or/any other relevant laws.
- TPLPL decides it cannot transport an item safety or legally (such items include fur are not limited to animals, bullion, currency, bearer regotiable instruments, share certificates and blank shares, precious metals and stones, firearms or parts thereof and ammunition, human remains, comography and illegal narcotics/drugs). Details available in all PPLPL offices on request.

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