

TERMS & CONDITIONS OF CARRIAGE OF GOODS BY THE SAFE CARGO

APPLICABILITY : The provision set out and referred to in this Consignment Note shall apply to all Multi-model transportation as described on the face of the Consignment Note of is contrary to the original intentions of the party, The Safe Cargo is the carrier, it's Shipper / Consignor and it's Consignee / Recipient .

1. DEFINITIONS:

- (a) Delivery - means tender of shipment to the parties or intimation about arrival of shipment.
- (b) Parties - Parties mean and include SHIPPER, RECEIVER or their authorized representatives.
- (c) "Freight" referred to in the Consignment Note means the Hire Charges alone, for transportation and excludes the other components taxes, etc.
- (d) NCV - means no commercial values as declared by the parties

- 2) The Safe Cargo is entitled to use any mode and route for transportation
- 3) The Consignment Note is a contract between THE SAFE CARGO Ltd and parties.
- 4) The terms and condition stipulated in this Consignment Notes are in addition to the special Contract, if any between THE SAFE CARGO and parties

5) DECLARATION:-

- The Consignment Note is issued strictly on the basis of declaration given by the parties THE SAFE CARGO shall not be responsible for any wrongful declaration.
- The parties hereby declare that the shipment covered under the Consignment Note does not include any contraband hazardous, Inflammable or prohibited articles as defined in various statuses.
- In the events of any discrepancy found by THE SAFE CARGO in the weight declared by SHIPPER and the actual weight of any shipment, the differential charges shall be the collected from the parties.

6) DOCUMENTATION:-

[I] Proper & complete documentation by the parties is compulsorily required along with accurate details of the SHIPPER /Receiver's name addresses telephone email:ids and forms, permits, way bills invoices, STN(Stock Transfer Note) etc. as per the statutory requirements.

[II] THE SAFE CARGO shall not be made responsible/ liable in case of any deficiency in the documents/statutory requirements and no claim of grievance of nay nature shall be entertained if the same is arising out of the reasons mentioned herein above.

[III] Parties hereby undertake to make good the loss to THE SAFE CARGO in case their shipment (s) cause damage to other shipments loaded in the Vehicle due to inherent nature and which is wrongly declared by the parties OR in case of seizure by any Government authority due to improper and incomplete documentation as a Result other shipment(s) also get delayed resulting in a loss to THE SAFE CARGO.

7) DELIVERY ASSURANCE:-

THE SAFE CARGO ENSURES safe delivery of the Cargo to the destined consignee within a stipulated time / schedule.

Electronic Items, Heavy items which cannot be scanned, may undergo cooling for 24 hours and hence one day extra is applicable and added to the Transit

Schedule this is applicable to only those shipment booked on AIR service.

Delivery Assurance will not be applicable In case of accidents. Act of God, force majeure, floods, strikes, political bandh, acts of enemies of state and events Beyond control of THE SAFE CARGO

The Delivery of shipment would be made on payment of Freight Charges in case of "Freight on Delivery" (FOD), In case of Draft on Delivery (DOD) shipment would be delivered only on receipt of the DOD amount as specified by the SHIPPER.

8) STATUTORY PAYMENTS:

a) The Parties are solely responsible for all payments if any levied by the government or any statutory body etc such as octroi /entry tax service tax or any othertax levied from time to time.

b) In the event of any shipment being held up by any statutory authority such as but not Limited to sale Tax Excise Duty Customs Check post officials octroi and Entry tax official etc THE SAFE CARGO shall not be responsible for any consequential loss freight refund.

c) Limited in case of any claims being lodged on M/s The Safe Cargo Limited by statutory authorities due to insufficient documents of wrongful declaration by the shipper".

9) LIABILITIES:

a) The Liability of The Safe Cargo if any in delivery of the shipment (subject to exceptions available) shall be to the extent of freight only.

- b) "THE SAFE CARGO" hereby restricts its Liability through this Consignment Note to be Rs. 25/- (Rupees Twenty Five only) per kg subject to a maximum of Rs.5000/- (Rupees five thousand only) or cost of reconstruction which ever is lower, in case Additional Risk Charges are not paid by the parties to THE SAFE CARGO.
- c) In case Additional risk charges are paid than THE SAFE CARGO is liable to the extent of actual cost of the shipment or the value declared by the parties (which ever is lower) or the actual loss suffered by the parties as per the documents issued by THE SAFE CARGO.
- d) THE SAFE CARGO shall not be responsible for any consequential losses/claims.
- e) When the value of the shipment is declared by the parties as NCV (no commercial value) the liability of THE SAFE CARGO shall be restricted to Rs. 100/- (One Hundred only.)
- f) THE SAFE CARGO assumes no responsibility and / or liability in case material is outwardly intact at the time of affecting delivery. Lodging a claim for damage shortages, breakage, leakage, pilferage, etc., after taking delivery will not be entertained in any circumstances whatsoever. However, parties may insist for open delivering case shipment is outwardly in damaged condition, to assess the loss if any, by following the due process of law and the policy and procedure as defined by M/S. THE SAFE CARGO LIMITED.
- g) Any value added service e.g. FOD/DOD etc are provided without any sort of liabilities on our part whether civil or criminal as regards the contractual obligation of The Safe Cargo is on and payment terms between the SHIPPER and RECEIVER or whomsoever it may concern.
- h) "In event of any DD/ Pay Order collected from the parties on behalf of the shipper is found not to be genuine no liability shall be cast upon THE SAFE CARGO in any Circumstances whatsoever. THE SAFE CARGO is in no way responsible for fraud etc., on part of the parties as regards the payment of the value of the shipments. THE SAFE CARGO is only a service provider in collecting the DD/ Pay Order or other instrument as per the parties instructions as may be tendered by the parties on delivery of the shipment for eventual delivery to the shipper.

10) FORCE MAJEURE:-

THE SAFE CARGO shall not be liable for any loss or damage to the shipment if it is caused:-
Due to act of God, act of kings enemies, inherent vice of the goods, SHIPPER fault, fraud of the owner/ SHIPPER/ RECEIVER of the goods defective packing or by Government officials in discharge of their official duties such as Customs/Taxation/Octroi inspection of nature of the shipment defects, characteristics etc., of Force Majeures occurrence of any cause reasonably beyond the control of THE SAFE CARGO including but not limited to the loss or damage to the shipment caused through strikes, riots, political and other disturbances, fire, accident of the vehicle carrying the goods, explosions, extremist act looting/robbery/hijacking, Bandh, floods etc either on national highways or any other route, beyond the control of THE SAFE CARGO.

It is hereby agreed that, in the event if the Consignment is of a special nature such as, Perishable / Fragile , etc., the same should be brought to the notice of THE SAFE CARGO in writing and the special instructions with regard to the preservation of the same should also be informed in writing. THE SAFE CARGO shall not liable if the shipment is lost/damaged/delayed due to the external intervention by any agency or due to the policy of the Government or sovereign Act or due to any defect, infirmity, ordinary decay or deterioration of the shipment in course of transit for any reasons beyond the control of THE SAFE CARGO or in other words over which THE SAFE CARGO has no control and against which THE SAFE CARGO cannot take guard, it shall not be held responsible for such loss/ damage/delay including any specific consequential loss.

- d) No deduction from invoices will be allowed on account of any reason, including non submission of Pod's claim settlement etc.

11) PAYMENTS:-

- a) The Party shall pay the freight and other charges within 15 days from the date of submission of invoice In case of non payment of invoice amount within a stipulated time parties shall be liable for payments of interest at the rate of 2% per month.
- b) If the parties do not take delivery of the shipment due to any reason what so ever THE SAFE CARGO shall raise bill to the parties towards the transportation and other

Charges in terms of contract and the parties shall be liable pay all the dues payable to THE SAFE CARGO at the original booking station to any other station

- c) No deduction from invoices will be allowed on account of any reason, Including non-submission of Pod's delay claim settlement etc.

12) LIEN:

THE SAFE CARGO shall have a right to general lien over all the shipment of parties towards any dues payable to The Safe Cargo.

13) CLAIMS:

- a) No, claim shall be entertained by The Safe Cargo for any loss of shortage, damage non delivery breakage, pilferage, etc for the shipment unless a written claim Is lodged with in 30 days from the date of Consignment Note.
- b) The parties shall not be entitled to deduct / adjust/set off any amount of claims including for loss of CENVAT copy and delivery challan etc. However

M/s. THE SAFE CARGO Limited will extend cooperation if necessary enabling the shippers to obtain the duplicate copy and settle their claims independently of

Payments to be made to The Safe Cargo.

c) In the event of any claim arising out of shipments booked in The Safe Cargo Saver subject to any exceptions available under law. The Safe Cargo will be liable only to the extent of Rs.1000/- per Consignment Note or the value declared by the parties (Whichever is lower) No consequential loss can be claimed.

d) The Safe Cargo shall not entertain any claims arising out of decay/deterioration of material due to delay in delivery of consignment for any reason.

14) UNCLAIMED GOODS:

If the shipment is not accepted by the parties when tendered for delivery for any reason. THE SAFE CARGO shall be entitled to send the shipment to unclaimed goods

Section to proceed with sale of shipment to realize all dues by issuance of notices / letters / reminders / mails.

15) DEMURRAGE:

In case party fails to take delivery of shipment within 48 hrs from the date of tendering the shipment for delivery, a Demurrage / warehouse charges of 0.1%

Of the invoice value per day or Rs, 50/- whichever is higher will be charged or at such rates as may be fixed by THE SAFE CARGO from time to time.

16) SERVICE TAX:

Service Tax will charge on total amount of the freight, including all other charges as per rules applicable. Service Tax is payable as per the Applicable rules

Being enforced from time to time by the authority concerned.

17) ARBITRATION:

a) "The business operations of THE SAFE CARGO are centralized and operational autonomy has been provided to respective operational zones based on geographical Coverage. Operational Empowerment and responsibility rests with The Partner / Director on exclusive basis for performance of all obligations on behalf of The Safe Cargo under this Consignment Note. The Partners of THE SAFE CARGO are not directly concerned with day to day operation of the decentralized zones and matters connected therewith including performance of obligation.

b) All demand claims arising from the Consignment Note shall be paid at registered office situated at 11 Ballygunge

Terrace, Kolkata: 700019, India. THE SAFE CARGO

Shall intimate action shall be recovery of dues before Kolkata High Court alone and shall have exclusive jurisdiction to adjudicate all claims.

c) Any dispute or difference arising shall be referred to an arbitrator. THE SAFE CARGO shall be entitled to nominate a sole arbitrator to adjudicate any dispute differences

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