

Registered Office : Mahindra Towers, P. K. Kurne Chowk, Worli, Mumbai - 400018.

GCN TERMS AND CONDITIONS

APPLICABILITY : The provision set out and referred to in this GCN shall apply to all inland transportation including Surface/Rail as described on the face of the GCN if contrary to the original intentions of the party, performed by any one or more mode of transportation by MLL and its servants and agents hereinafter referred to as MLL.

1. MLL is entitled to use any mode route or through any third party for transportation.
2. The GCN is a contract between MLL and Customers (Consignor / Consignee).
3. The terms and conditions stipulated in this GCN are concurrent to the special contract, if any between MLL and Customer.

4. DECLARATION :-

- (a) The GCN is issued strictly on the basis of oral/written declaration given by the Customers. MLL shall not be responsible for any wrongful declaration.
- (b) The Customers hereby declared that the Consignment covered under the GCN does not include any hazardous, inflammable or prohibited articles as defined in various statutes in force from time to time.
- (c) In the event of any discrepancy found by MLL in the weight declared by Customer and the actual weight of any consignment, the differential charges shall be collected from the Customer.
- (d) So also in the event of rate mentioned on the GCN is found to be less than the contracted rates, the differential rates shall be collected from the Customer.

5. DOCUMENTATION :-

- (a) Proper and complete documentation by the Customer is compulsorily required along with accurate details of the consignor/consignee's name, address, telephone nos. e-mail ids, forms, permits, waybills, invoices, STN (Stock Transfer Note), etc. as per the statutory requirements. MLL shall not be liable in case of any deficiency in the documents/statutory requirements and no claim or grievance of any nature shall be entertained in that regard. Customer hereby agree and undertake to make good the loss to MLL in case their Consignment(s) cause damage to other Consignments loaded in the vehicle due to inherent nature and which is wrongly declared by the Customer OR as a result of seizure by the Government Authorities due to improper and incomplete documentation other Consignment(s) also get delayed resulting in a loss to MLL.

6. DELIVERY :-

- (a) Date of arrival of Consignment at destination or first delivery attempt is considered as deemed delivery.
- (b) Delivery assurance will not be applicable in case of accidents, act of god, force majeure, floods, strikes, political bandhs, acts of enemies of State and events beyond control of MLL.
- (c) MLL assumes no responsibility and/or liability in case material is outwardly intact at the time of effecting delivery. lodging a claim for damage, shortages, breakage, leakage, pilferage etc. after taking delivery will not be entertained.

7. STATUTORY PAYMENTS :-

- (a) The Customer is 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 other tax levied from time to time.
- (b) In the event of any Consignment being held up by any statutory authorities such as sales tax, excise duty, customs checks post officials, octroi and entry tax officials, etc., MLL shall not be responsible for any consequential loss/freight refund.

8. LIABILITIES :-

By the conditions set out herein the liability of MLL is strictly limited to the amounts as determined under clause 10 and/or 11 hereof. Customers are therefore advised to exercise **ANY ONE OF THE FOLLOWING** options, to ensure that their interest is fully protected in all events:

- (a) To pay MLL Valuation charges minimum @ 2% of invoice value for MLL to arrange an appropriate Insurance.

(b) To purchase ALL RISK insurance cover from any insurer and pay MLL FOV charges @ 0.2% invoice value towards issue of Certificates of Fact (COF) for MLL to meet subrogation claims from customers underwriters, if any.

9. LIMITATION OF LIABILITY :-

The liability of MLL for any loss or damage to the consignment consigned to MLL under the GCN is limited to :

- (a) The amount of loss or damage to consignment as assessed by an authorised insurance surveyor (wherever a Valuation charges as above is made to MLL), or
- (b) MLL shall issue a Certificate of Fact (COF) if the customer pays MLL the valuation or COF charges, or
- (c) The Actual value of the Consignment as determined under clause 11 hereof without regard to its commercial utility or special value to the Customer.

MLL hereby undertakes that wherever the customers have exercised the option (a) the goods covered by this GCN are insured by MLL for the amount declared as set out on the fact hereof. The insurance is subject to the terms, conditions and coverage of the insurance policies of MLL.

10. ACTUAL VALUE :-

The actual value of Consignment transported hereunder shall be ascertained by reference to its cost of repair or replacement, resale or fair market value at the time and place of Consignment and in any event the value shall not exceed the original cost of the Consignment actually paid by the Customer OR Rs. 1,000/- (Rupees One thousand only). whichever is lower.

11. CONSEQUENTIAL DAMAGES & DELAY EXCLUDED :

MLL shall not be liable in any event for any consequential or special damages or other indirect loss. MLL will exercise its best efforts to provide expeditious delivery as per delivery schedules, MLL will not be liable for delay in pick up, transportation or delivery of any Consignment, regardless of cause of such delays.

12. CLAIMS :-

- (a) Acceptance of the consignments by consignees at the time of delivery will constitute a clean delivery and complete discharge of the contract of carriage by MLL and its liability arising from it.
- (b) Claims, if any must be made in writing to the corporate office of MLL by the Customer at which the Consignment is accepted within 30 days of the date of such acceptance. No claim shall be entertained against MLL beyond this time limit.
- (c) No claim for loss or damages will be entertained until all charges for freight, storage / warehousing charges, Octroi state and local taxes and advances, COF charges / Valuation charges etc. have been paid. The amount of any such claim shall not be deducted from any of the aforesaid charges due to MLL.
- (d) No deduction from invoices will be allowed on account of any reason, including non-submission of PODs, claim settlement etc.

13. FORCE MAJEURE :-

MLL shall not be liable for any loss/damage/delay to the Consignment if it is caused due to act of God, Act of enemies, inherent vice of the Goods, Consignor fault, fraud of the Owner/Consignor/Consignee of the goods, or due to any defect, infirmity, ordinary leakage or deterioration of the Consignment in course of transit or by Government officials in discharge of their official duties or force majeure occurrence including but not limited to the loss or damage to the Consignment caused through strikes, riots, political and other disturbances, accident of vehicles carrying the goods, explosions, extremist act, looting, robbery, hijacking, bandh, flood etc or any other cause reasonably beyond the control of MLL.

14. PAYMENTS :-

The Customer shall pay the freight and other charges within due date from the date of submission of invoice, in case of non-payment of invoice amount within stipulated time Customer shall be liable for payment of interest @3% per month.

15. LIEN :-

MLL shall have a right to general lien over all the Consignment of parties towards any dues payable to MLL.

16. UNDELIVERED OR UNCLAIMED CONSIGNMENT :-

If the consignees refuses or fails to take delivery of any consignment, MLL at the risk and cost of the Consignor shall either transport the consignment to MLL's warehouse. The Consignor will be informed about the status of the consignment and on such intimation the Consignor shall issue fresh instructions in respect of such consignment within 48 hours (24 hours in case of perishable goods) to MLL as to the manner in which MLL is required to deal with such consignment. If the Consignor requests transportation of the consignment to any place MLL will do so on receiving payment in advance as demanded by MLL for transportation and other charges including demurrage incurred by MLL and the transportation charges if any in terms of such fresh instructions. On the Consignor's failure to issue such fresh instructions MLL shall be entitled to sell the consignment and pay the proceeds if any to the Customer after deducting proper charges / expenses in relation to the consignment and storage of the goods.

17. DEMURRAGE :-

In case consignee does not take delivery of Consignment within 48 hours of the date of tendering the Consignment for delivery, demurrage / storage / warehousing charges as per MLL's policy will be charged from the customers.

18. MATERIALS NOT ACCEPTABLE FOR TRANSPORTATION :-

The following goods will not be accepted for transportation.

- (a) Hazardous and dangerous goods will not be accepted for transportation. However, if they fall under the category of harmless and non-inflammable.
- (b) Precious Cargo in the form of Gold, Bullion, Silver bar, Jewellery, Gems, Precious stones and other precious metals, Currency notes, Traveler's cheques, Antiques, Stamps, House hold effects are not acceptable.
- (c) Liquor, Perishables, Live-stock, Human remains, Paints, Firearms, Drugs, Lewd, Obscene or Pornographic materials are not acceptable..

19. JURISDICTION

It has been mutually agreed between Transporter and Customer that even though the Courts other than Mumbai may have jurisdiction, but all disputes, differences and any matter concerning this GCN shall be subject to Mumbai jurisdiction only.