

**Mahindra Logistics Limited**

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**General Terms & Conditions of Transport**

These General Terms & Conditions ("**GTCs**") shall be applicable to all freight forwarding services rendered by Lords Freight (India) Private Limited ("**Company**") for and on behalf of the Customer.

The contract between the Company and the Customer is concluded upon by the Customer by approving an order for freight forwarding services through a purchase order, email or by any other document ("**Contracting Documents**"). These GTCs read with the Contracting Documents irrespective of whether or not these GTCs are referred to in such Contracting Documents shall form the entire contract between the Company and the Customer in respect to the subject matter hereof. These GTCs apply exclusively and prevail, without reference to any conflicting or inconsistent or deviating provisions contained in such Contracting Documents or any other correspondence between the parties. These GTCs shall be read in addition to and in conjunction with any bill of lading terms and conditions, airway bill terms and conditions or multimodal transport operator ("**MTO**") terms and conditions, legislation or international convention (including without limitation the Warsaw Convention, the Montreal Convention, the Hague Rules or the Hague-Visby Rules, as amended from time to time), as the case may be, applicable to the relevant Carrier (*as defined below*). Any terms and conditions imposed by the relevant Carrier shall be ipso facto read into these GTCs and be applicable to the Customer. The Customer is responsible for compliance of law irrespective of whether or not such requirement is contained in these GTCs.

1. Services.

1.1 Services. The Company's responsibility under these GTCs shall be limited to arranging to transport Customer's freight with third-party carriers ("**Carrier**"), and Company will not be deemed to be a carrier of the freight for any reason whatsoever.

1.2 In the absence of a written agreement to the contrary, transit time shall be established as reasonable dispatch. For each shipment, Customer shall be responsible for providing timely and accurate delivery instructions, accurate description of the freight to be shipped, and any special handling requirements to the Company.

1.3 Non-exclusivity. The Parties agree that this is a non-exclusive agreement. The Company is not restricted from providing freight forwarding services to other parties.

1.4 Freight Carriage. The terms of the relevant Carrier shall apply to the shipments, even if such terms are contrary to or inconsistent with the terms contained herein or impose any additional costs or restrictions on the Customer.

1.5 Bills of Lading. The Company shall, within 3 (three) business days of Customer's

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request, provide the Customer with proof of acceptance and delivery of shipments/goods in the form of a signed bill of lading. All terms of bill of lading so issued shall apply to the relevant shipment.

- 1.6 Hazardous Materials. The Customer shall notify the Company immediately, if any, shipment contains hazardous materials or dangerous goods.
  - 1.7 Temperature Control Shipments. The Customer shall notify the Company within 5 (five) days upon arrival of the relevant shipment, if any temperature deviation (excursion or incursion) takes place during the transit period of the relevant shipment. The Company shall, upon Customer's request and at Customer's cost, make reasonable efforts to identify the root cause for such temperature deviation and provide corrective and preventive action to the Customer within a reasonable period. The Company will also assist the Customer, upon Customer's request, in facilitating any survey for assessment of damages, if any, to the shipment for insurance claim purposes.
  - 1.8 Domestic Trucking and Custom Clearance. The Customer shall provide the correct information pertaining to e-way bill, lorry receipt (LR), HSN code classification, invoice, packing list, product catalogues, if required, and any other necessary or relevant information. The Customer shall fulfill all statutory compliance requirements including without limitation the compliance requirements mentioned in the customs' bill of entry.
2. Price, Payment and Tax.
- 2.1. Company's charges for providing freight forwarding services shall be based on the rates provided by the Company, as modified from time to time, by the Company's price list in effect from time to time ("**Fees**").
  - 2.2. Company shall raise an invoice to the Customer for its Fees, including the freight and other charges. The Customer shall pay Company's invoice as per the due date on the relevant invoice. The payments shall be made as per the currency mentioned in the relevant invoice. The Customer shall pay interest on all late payments at 18% (eighteen percent) per annum, calculated and compounded daily from the due date on the relevant invoice until paid in full. Customer shall also reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.
  - 2.3. In the event of any delay in payments by the Customer, the Company shall be entitled (but not be obligated) to make payments to the Carrier for carrier freight charges and the same shall be reimbursed, in full, along with costs related therewith by the Customer to the Company within 7 (seven) days of demand raised by the Company, irrespective of whether or not such payments are required to be made by the Company on account of any rules related to the transport or bye-laws of any association or body governing such transport. Payment of the applicable carrier freight charges to the Carrier by the Company shall not relieve the Customer, of any liability to the Carrier for non-

payment of its freight charges whatsoever. Customer shall have no right to withhold payments due to the Company for freight charges for any reason whatsoever and the Customer shall not have the right to contest such freight charges upon completion of the freight forwarding services. In the event that the Customer delays in making payment to the Carrier or fails to pay amounts due to the Carrier, which amounts have been incurred by the Company, without prejudice to and in addition to any other consequence contained in these GTCs, the Company shall be entitled to exercise a lien over the goods / freight and / or the title documents as well as withhold any delivery of the shipment.

2.4. All payments to be made by Customer to the Company shall be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of a counter claim, unless the Customer is required by law to make such deduction or withholding.

2.5. Good and Service Tax:

(a) Transportation of shipments/goods by Air:

Company offers freight forwarding services in the Airfreight Inbound and Outbound Services, Air Charter, Road freight Inbound and Outbound, Project Cargo services- Domestic & International.

- i. GST is presently not applicable on Air import freight forwarding charges. GST will be levied as per the rates applicable on local transportation and on other charges incurred within the Indian taxable jurisdiction.
- ii. GST is presently not applicable on Air export freight forwarding charges for Export transaction. GST will be levied as per the rates applicable local transportation and on other charges incurred within the Indian taxable jurisdiction.

(b) Transportation of goods by Sea:

- i. GST will be levied as per the rates applicable on freight forwarding charges for Ocean import. GST will be levied as per the rates applicable and on other charges incurred within the Indian taxable jurisdiction.
- ii. GST is presently not applicable on Ocean export freight forwarding charges. GST will be levied as per the rates applicable on local transportation and on other charges incurred within the Indian taxable jurisdiction.
- iii. Business Auxiliary service - GST will be levied as per the rates applicable on the Company service charges including all other charges incurred within the Indian taxable jurisdiction.

(c) Company will charge GST on all the expense incurred on behalf of Customer and will not treat it as a reimbursement of expenses unless Customer is specifically authorised separately to incur such expense and claim the reimbursement of it.

- (d) All additional recoveries / deductions from the value of service supplied shall be by way of a debit note / credit note only and not through direct deduction from the consideration receivable by Company against the invoices issued.
  - (e) All taxes shall be payable by the party on whom the same is levied.
  - (f) Notwithstanding anything contained herein in the event the provision relating to GST are repealed / amended such that the applicable GST rate is increased with retrospective effect then the Company has a right to issue a debit note to recover the same.
  - (g) The Company will allow adjustment to the invoices issued through the debit note / credit note, as the case may be, within the due date of furnishing of the return under section 39 of the CGST/GGST for the month of November following the end of financial year to which such invoice relating to such Credit note / debit note pertains or furnishing of the relevant annual return, whichever is earlier.
3. Compliance with Laws. Customer shall comply with all government requirements pertaining to the freight, including all applicable laws of central, state and local authorities or other bodies and associations that apply to the freight. Company shall not be responsible for any liabilities, fines, penalties, costs or delays resulting from the Customer's failure to comply with the statutory requirements of any governmental or quasi-governmental agency. Company shall comply with all laws applicable to these GTCs, including Company's provision of freight forwarding services.
4. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in these GTCs shall be construed as creating any agency, partnership, franchise, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and, except as agreed and to the extent as provided in these GTCs, neither Party shall have authority to contract for or bind the other Party, in any manner whatsoever.
5. Suspension of Services.
- 5.1 Suspension by the Company. Company shall have right to suspend the services with immediate effect and all amounts so payable under the Contracting documents shall become forthwith payable to the Company under the following circumstances:
- (a) if Customer fails to pay any amount when due or within the agreed time period under the Contracting documents, withholds any payment(s) due to the Company or if Customer has not performed or complied with any of the other terms or conditions of these GTCs or the Contracting documents, in whole or in part.

- (b) If Customer becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy or commences or has commenced against it proceedings relating to insolvency or bankruptcy, or assignment for the benefit of creditors.
- 5.2 Suspension by Customer. Customer may suspend the services with immediate effect upon written notice to Company, if Company becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy or commences or has commenced against it proceedings relating to insolvency or bankruptcy, or assignment for the benefit of creditors.
- 5.3 If a Force Majeure Event affects Company's performance of these GTCs and the Force Majeure Event continues for more than thirty (30) consecutive days, then either Company or Customer may suspend the services, upon written notice to the other party. For the purposes of these GTCs, a "Force Majeure Event" shall mean: (a) acts of God; (b) flood, fire, earthquake, explosion, epidemics or pandemics; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) requirements of applicable law; (e) actions, embargoes or blockades in effect on or after the date of these GTCs; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities.
- 5.4 Effect of Suspension.
- (a) Suspension of the services will not affect any rights or obligations of parties that come into effect on or after suspension of the services under these GTCs.
  - (b) Upon the suspension of the services, all amounts owed by Customer to the Company under the Contracting documents of any kind, shall become immediately due and payable to the Company, without further notice to the Customer.
  - (c) Any notice of suspension automatically operates as a cancellation of any shipments that are scheduled to be picked-up after the effective date of suspension. Regarding any shipments that are still in transit at the time of suspension of the services, Company may require, in its sole and absolute discretion, that all deliveries of such shipments be made on either a cash in advance or demand draft/pay order basis.
  - (d) Upon the suspension of the services, each party shall promptly:
    - (i) return to the other party or destroy all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's confidential information, except for copies required to be maintained for accounting and auditing purposes or under applicable law;
    - (ii) delete all of the other party's confidential information from its computer systems, except for copies that are maintained as archive copies, or for accounting and auditing purposes or under applicable

- law; and  
(iii) certify in writing to the other party that it has complied with the requirements of this Section 5.4(d)(iii).

6. Confidentiality.

The terms and conditions and rates pursuant to the Contracting Documents or these GTCs shall be kept confidential to the extent such information is not already available with the Customer or in public domain.

7. Warranties.

7.1 Limited Service Warranty. Company warrants to Customer that it shall perform the freight forwarding services using personnel of required skill, experience and qualifications and in a professional and workman-like manner in accordance with commercially reasonable industry standards for similar services.

7.2 Customer's Exclusive Remedy for Breach of Limited Service Warranties. Except to the extent any claim is actually covered by Customer's insurance policies, Customer's exclusive remedy for Company's breach of the limited service warranty contained in Section 7.1 regarding any shipment shall be Company's refund of the Fees paid by Customer in connection with such corresponding shipment. This Section 7.2 sets forth Customer's sole remedy and Company's entire liability for any breach of the limited service warranty set forth in Section 7.1.

7.3 Disclaimer. Except for the express warranties set forth in Section 7.1, Company makes no representation or warranty whatsoever regarding the Services, and expressly disclaims all other warranties including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; or (c) warranty against infringement of intellectual property rights of a third party, whether implied, statutory, arising by law, course of dealing, course of performance, usage of trade or otherwise. Customer acknowledges that it has not relied on any representation or warranty made by Company, or any other person on Company's behalf, except as specifically provided in Section 7.1.

8. Indemnification.

8.1. Customer ("**Indemnifying Party**") shall indemnify, defend and hold harmless Company and its sub-contractors (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, and the costs of enforcing any right to indemnification under these GTCs and the cost of pursuing any insurance providers, (collectively, "**Losses**"), arising out of or resulting from:

- (a) any claim of a third party or Indemnified Party arising out of or occurring in connection with Indemnifying Party's performance of these GTCs;
- (b) any failure by the Customer to (a) notify the Company of any shipments containing hazardous or dangerous materials, and (b) comply with all applicable hazardous materials laws and regulations;
- (c) any failure by the Customer to comply with all applicable norms and measures of handling temperature control shipments laws and regulations; and
- (d) any error in information/ declarations provided by the Customer in relation to e-way bill, lorry receipt (LR), HSN code classification, invoice, packing list, product catalogues, if required, and any other necessary or relevant information; or
- (e) any non-compliance of the statutory requirements (as mentioned in customs bill of entry) including without limitation non-payment of applicable customs duty by the Customer.

8.2. Indemnifying Party shall not enter into any settlement without Indemnified Party's prior written consent.

## 9. Claims and Liability.

### 9.1 Freight and Other Claims.

- (a) Customer is required to file in writing with Company any claims for freight loss or damage within seven (7) days from the earlier of (i) the delivery date, or (ii) in the event of non-delivery, the scheduled delivery date. All such claims shall be mutually investigated and resolved by the Parties. The Company's freight liability for any shipment shall not exceed the freight invoice value paid by Customer in connection with the corresponding shipment. The parties agree that Company shall not be liable for loss, damage or delay in the transportation of Customer's freight except for any loss, damage or delay caused by the grossly negligent acts or omissions of Company in the performance of the services. With respect to all other claims, Company shall provide reasonable assistance to Customer in its filing and processing of claims with the Customer's insurer. This Section 9.1(a) sets forth the Customer's sole remedy and Company's entire liability for any freight claims of Customer hereunder.
- (b) Any claims other than freight loss or damage claims require written notice by the claiming party within thirty (30) days after of learning of the events that give rise to the claim and shall be settled in accordance with Section 7.

9.2 No Liability for Consequential or Indirect Damages. In no event is either party or their representatives or sub-contractors liable for consequential, indirect, incidental, special, exemplary, punitive damages, lost profits or revenues or diminution in value, arising out of or relating to any breach of these GTCs, regardless of (a) whether the damages were foreseeable, (b) whether or not it was advised of the possibility of the damages and (c) the legal or equitable

theory (contract, tort, strict liability or otherwise) on which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. Insurance. Unless requested to do so in writing and where permitted under applicable law, Company is under no obligation to procure insurance on Customer's behalf and in all cases, Customer shall bear all premiums and costs in connection with procuring applicable insurance for the shipments/ goods.

11. Miscellaneous.

11.1 General. The headings in these GTCs are for reference only and do not affect the interpretation of these GTCs. If any term or provision of these GTCs are invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of these GTCs.

11.2 Writing. No amendment to or modification of or rescission, or discharge of these GTCs are effective unless it is in writing, identified as an amendment to or rescission, or discharge of these GTCs. No waiver by any Party of any of the provisions of these GTCs shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these GTCs, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from these GTCs shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11.3 Assignment. The Company may assign any of its rights or delegate any of its obligations to any third party sub-contractor for the purpose of executing its obligations under these GTCs. The Customer shall not assign any of its rights or delegate any of its obligations with respect to any of the shipments or the relevant Contracting Documents, without prior written consent of the Company.

11.4 Governing Law. These GTCs and all matters relating to the shipments or the relevant Contracting Documents, are governed by, and construed in accordance with, the laws of the Republic of India.

11.5 Dispute Resolution. In the event of any dispute, claim or controversy arising out of or in connection with the shipments or the relevant Contracting Documents, the Parties shall, as a pre-condition to dispute resolution, make reasonable efforts to resolve the dispute, claim or controversy. In the event of any failure of such efforts to resolve the dispute, claim or controversy within 30 (thirty) days of the notice that first states the existence of the dispute, claim or controversy, then the dispute, claim or controversy shall be



resolved through arbitration in accordance with the Arbitration and Conciliation Act 1996. The arbitral tribunal shall consist of a sole arbitrator mutually appointed by the Parties and the seat of arbitration shall be Mumbai, India. The arbitral award shall be in English, reasoned and binding on the Parties. Subject to arbitration, the Parties agree to the exclusive jurisdiction of the courts in Mumbai, India.

12. Special conditions. The obligations of the Company with respect to the Customer for the shipment/goods shall be extinguished upon the Company handing over charge of the shipments/goods to the relevant Carrier. The Company shall not be responsible to the Customer for any losses, claims, damages, expenses or charges howsoever arising upon handing over the shipments/goods to the concerned Carrier except for any losses, claims, damages, expenses or charges arising out of any gross negligence of the Company.
  - 12.1 Ocean Transport. The Customer is liable for loss and/or damage to the shipment from acceptance of the shipments/goods until delivery. The Company is neither liable nor obliged for payment of demurrage charges and other costs at port of destination due to delayed acceptance of the shipment. The agreed freight charges comprise amongst other charges of the sea freight and where agreed, terminal handling charges at the port of departure. This shall also apply in case the freight charges are prepaid. The Company has the right to set off claims for damages with claims for freight and in the interest of third parties respectively pursue these claims in the name of the Company for account of whom it may concern. The Customer is liable and has to indemnify the Company for economic losses and damages which may be asserted against the Company due to delays. Delays are to be assumed in cases scheduled arrival times have not been met. If no arrival time has been stated, a delay is assumed if the delivery period has been exceeded which would reasonably be conceded to a diligent Customer in the circumstances.
  - 12.2 Air Transport. Inter-airport cargo trucking is forbidden unless it has expressly been agreed in writing prior to an actual transport. Stated values will be regarded as declared values even then when they have not been entered into the airway bill. The air freight Carrier is entitled and obliged to accept and control on unit basis and to carry out interface controls within its sphere of influence.
  - 12.3 Multimodal Transport. In case the place where the incident causing the loss and/or damage is known then the laws, regulations and rules governing the respective mode of transport of such place shall apply. In all other cases, laws of the Republic of India shall apply. Handling, loading and unloading of containers or loose cargo, intermediate storages in transits are to be assumed as part of overland transports even if carried out in preparation for the carriage by sea.