

# D&V Logistiek Pvt. Ltd.

## Terms and Conditions of Domestic Carriage

This shipment is accepted by D&V Logistiek Pvt Ltd through its employees and agents referred to collectively hereinafter as "D&V" subject to the terms and conditions set out hereunder:

### 1. THE WAYBILL

1.1. The D&V Waybill is non negotiable and the shipper acknowledges that it has been prepared by the shipper or by D&V on behalf of the Shipper.

1.2. The responsibility of D&V for a shipment accepted under a Waybill ceases when the consignee acknowledges the receipt of the shipment by affixing his signature on the Return to Origin copy and/or the delivery sheet.

1.3. All shipments under the Waybill are carried at Owner's risk.

### 2. SHIPPERS OBLIGATION AND ACKNOWLEDGEMENT

2.1. By tendering materials for shipments via D&V it is deemed that the shipper agrees to the terms and conditions stated herein.

2.2. The Shipper warrants that he is the owner or the authorized agent of the owner of the goods transported hereunder and that the shipper hereby accepts D&V terms and conditions for itself and/or as an agent for and on behalf of any other person having any interest in the shipment.

2.3. The shipper warrants that each article in the shipment is properly described on this Waybill and it does not contravene the provisions of the Indian Post Office Act or any other law for the time being in force and has not been declared by D&V to be unacceptable for transport as specified under Section 12 below and that the shipment is properly marked and addressed and packed to ensure safe handling.

2.4. The shipper shall be solely liable for all costs and expenses (which shall without limitations include Octroi, state and local taxes and import duties) related to the shipments and for costs incurred either in returning the shipment to the shipper or warehousing the shipment pending such return.

2.5. The Shipper accepts the condition that the shipment is being carried by D&V from point of rendering only up to the address shown on this Waybill and in case this shipment has to be rerouted/redirection/returned for any reason whatsoever, the shipper shall pay in advance all charges levied by D&V for such rerouting/redirection/return as per the normal schedule of D&V as also any Octroi, custom duties, warehousing charge, freight charges State Local Taxes and import duties etc. applicable thereon. D&V will hold such shipments at Destination mentioned on the Waybill for the maximum period of 10 days from the date of shipment. Thereafter, D&V reserves the right to destroy the shipment without informing the shipper and the shipper shall indemnify D&V against any claim or liability.

2.6. Packing of the material rendered for the shipment is the responsibility of the shipper including placement of such materials inside the containers supplied by D&V, if any, notwithstanding anything else in these terms and conditions.

### 3. D&V RIGHT OF INSPECTION OF SHIPMENT

3.1. D&V has the right but not the obligation to open and/or inspect the shipment.

3.2. D&V reserves the right to refuse shipments for not conforming to these terms and conditions without assigning any reasons whatsoever.

### 4. INSURANCE

4.1. While D&V has developed a sophisticated tracking system for all shipments carried in its network and has experienced manpower to handle all shipments, THE SHIPPER may, if he so desires insure his shipments at his own costs.

4.2. D&V can arrange insurance of shipment on behalf of the shipper for the declared value of goods in respect of loss of or physical damage to such shipments. D&V shall be only responsible for the administrative facilitation and arrangement of the Insurance policy. The said policy will be subject to the following terms and conditions :

I. Shipper shall pay Freight on Value to D&V which will include applicable premium on the declared value and

service charges of D&V.

II. 'Shipments Insurance' does not cover any indirect loss or damage, or loss or damages caused on account of any delays in delivery of shipments.

III. Loss or damage to the shipment shall be notified by the shipper/consignee to D&V immediately. The settlement of the claim shall be as per the assessment by the Surveyor appointed by the Insurance Company and shall be binding on the Shipper. Any difference between the amount claimed by the shipper and the actual settlement shall be borne by the Shipper and D&V will not be held liable under any circumstances.

IV. Notwithstanding anything slated hereinabove no claim shall be entertained under the Insurance Arrangement, if freight together with FOV charges are not paid by the shipper / consignee to D&V.

## **5. TAXES**

All taxes such as Octroi, custom duties, warehousing charges, freight charges and other statutory payments levied on the shipments are to be borne by the Consignee and in his absence the same will be borne by the SHIPPER. D&V will not extend any credit for octroi, custom duties, port charges, warehousing charges, freight charges and other statutory charges.

## **6. CHARGEABLE WEIGHT**

6.1. Every shipment 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. or one kg. as per the rate category agreed to or (b) the volume weight similarly rounded of as in (a) above

6.2. For Domestic Airfreight (DAF) the Volume weight of the shipment in kg. is its gross cubic cms i.e Length x Width x Height divided by 5000.

6.3 For Domestic Road Freight (DFR) dimensional weight will be calculated as follows:

1 Cubic Foot (cft) = 10 kgs (LxBxH in feet = cubic feet measurement of the package)

Cu.ft. =  $\frac{30 \text{ cm} \times 30 \text{ cm} \times 30 \text{ cm}}{27000}$

## **7. LIEN ON GOODS SHIPPED**

7.1. THE SHIPPER acknowledges D&V's right of lien on its shipments 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 or present outstanding, in respect of any or all shipments carried under this Contract and may refuse to surrender possession of the shipments until all such charges are paid.

7.2. Further, if such charges are not paid to D&V within 10 days, then D&V may store the goods at defaulting SHIPPER's/ CONSIGNEE's own risk, including the warehousing charges and demurrage accruing thereon.

7.3. D&V further reserves its right to sell the goods by public auction, tender, private agreement or otherwise or even destroy the goods without prejudice to D&V's other legal remedies to recover its costs, charges and expenses, if the charges as indicated aforesaid are not paid by the SHIPPER/ CONSIGNEE within 10 days.

7.4. D&V does not carry any perishable goods. However, in case of perishable goods, D&V shall have the right to dispose off/sell the goods immediately and without any notice and the shipper shall keep D&V indemnified against all claims, charges and expenses incurred by D&V due to such perishable goods entering into the network of D&V.

7.5. If consignee refuses delivery or to pay on delivery, or the Shipment is deemed to be unacceptable, or it has been undervalued for customs/octroi purposes, or consignee cannot be reasonably identified or located, D&V shall use *reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold by D&V without incurring any liability whatsoever to the Shipper 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 Shipper after adjusting outstanding dues, if any.*

## **8. LIMITATION OF LIABILITY**

8.1. Without prejudice to Section 9 and 10, the liability of D&V for any loss or damage to the shipment (which term shall include all documents or parcels consigned through D&V) shall be the lowest of (a) Rs.5,000/- or (b) The amount of loss or damage to the document or parcel actually sustained for shipments which are not insured as mentioned below and the actual value of the document or parcel so determined will be without regard to the commercial utility or special value to the shipper

I. 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 shipment but under no circumstances shall exceed Rs.5,000/-

II. The actual value of a parcel (which term shall include any item of commercial value which is transported hereunder) shall be ascertained 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 shipper subject to and within overall limit of Rs.5,000/-

8.2. In the event of any loss or damage to shipments, which are insured by the shipper, D&V may at the request of the SHIPPER, issue loss/damage/shortage Certificate with the sole purpose of enabling the SHIPPER to lodge insurance claim with its Insurance Company. The SHIPPER agrees and acknowledges that the Loss/shortage/damage Certificate will be issued by D&V, without admission of any claim, and that D&V shall be discharged of all liabilities, if any, arising out of the shipment on acceptance of the Loss/damage/shortage certified by the Shipper.

8.3. In case of services such as, DOD/FOD etc. offered by D&V. D&V will not be held liable for any civil and/or criminal proceedings as regards any contractual obligations and payment terms between the Shipper and the consignee. In the event of any default in payment on the part of consignee, the shipper will not hold D&V responsible for the same in any manner whatsoever. D&V merely carries the instrument under the authorization conferred by the Shipper and cannot be challenged by the Shipper for the authenticity of such payment made.

### **9. CONSEQUENTIAL DAMAGES EXCLUDED**

D&V SHALL NOT BE LIABLE IN ANY EVENT FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES OR OTHER DIRECT OR INDIRECT LOSS, HOWSOEVER, ARISING WHETHER OR NOT D&V HAS KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, PROFITS, INTEREST, UTILITY OR LOSS OF MARKET.

### **10. LIABILITIES NOT ASSUMED**

10.1 In particular, D&V will not be liable for any loss and damage to the shipment or a delay in picking up or delivering shipment if its is:

(a) Due to acts of God, force majeure occurrence of any cause reasonably beyond the control of D&V or loss or damage caused through strikes, riots, political and other disturbances such as fire, accident of the vehicle carrying the goods, explosions beyond the control of D&V for the goods that are carried by D&V

(b) Caused by;

(i) The act, fault or omission/commission of any act of the shipper/ the consignee or any other party claiming an interest in the shipment (including violation of any terms or conditions thereof) or any other person.

(ii) Carriers such as Airlines or Airways not adhering to schedule for any reason whatsoever.

(iii) Government officials in discharge of their official duties such as Customs/Taxation/Octroi Inspection etc.

(iv) The nature of the shipment or any defective characteristics or inherent vice therein.

(v) Electrical or magnetic injury erasure or other such damages to Photographic images or recording in any form.

10.2 Notwithstanding what is stated above, whilst D&V will endeavor to exercise its best efforts to provide expeditious delivery in accordance with its regular delivery, D&V WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR DELAY IN PICK UP, TRANSPORTATION OR DELIVERY OF ANY SHIPMENT REGARDLESS OF CAUSE OF SUCH DELAYS.

10.3 No liability is assumed for any errors and/or omissions in any information/data, which is imparted in respect of the shipment travelling under the Air Waybill.

10.4 The shipper indemnifies D&V against loss, damages, penalties, actions proceedings etc. that may be instituted by any Government officials in discharge of their official duties including but not limited to Customs/Taxation/Octroi inspection etc.

### **11. CLAIMS**

11.1. Any claim must be brought by the shipper and delivered, in writing to the office of D&V nearest to the location at which the shipment is accepted within 30 days from the date of such acceptance. No claim can be made against D&V beyond this time limit.

11.2. 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 owed to D&V.

### **12. MATERIALS NOT ACCEPTABLE FOR CARRIAGE**

D&V will not carry materials as under:

· Classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), any applicable government department or

other relevant organization.

- Not permitted by the laws/ rules/ restrictions in force or no customs declaration is made when required by applicable customs regulations and/or any other relevant laws;
- Any items notified by D&V to be restricted and / or banned and / or dangerous and / or prohibited from time to time (such items including but are not limited to animals, bullion, currency, bearer from negotiable instruments, precious metals and stones, firearms or part thereof and ammunition, human remains, pornography and illegal narcotics/drugs). Details available in all D&V offices on request and also available on the website [www.dnvlogistiek.com](http://www.dnvlogistiek.com).

NOTE: ALL DISPUTES & CLAIMS ARE SUBJECT TO DELHI JURISDICTION.