

SILL DOCKET TERMS AND CONDITIONS

Applicability: The provision set out and referred hereunder (in this docket) shall apply to transportation through any modes and shall not be restricted to one mode of transport only.

1. Definitions:

- SILL-" Sampark India Logistics Limited"
- Delivery - means tender of shipment to the parties or intimation about the arrival of shipment at the destination.
- Parties - mean and include Shipper, Receiver or their authorized representatives.
- NCV - Means No Commercial Value as declared by the Shipper.
- Freight- means the basic freight only and shall exclude the other components e.g. HRR, taxes, other charges, etc..
- Instrument- means and includes Cheque, Demand Draft and Pay Order

2. SILL is entitled to use any mode and route for transportation.

3. The docket is a contract between SILL and parties.

4. The terms and conditions stipulated in this docket are in addition to the Special contract, if any, between SILL and parties.

5. Declaration:-

- I. The shipments entrusted by the parties to SILL is strictly booked on "SAID TO CONTAIN BASIS".
- II. The docket is issued strictly on the basis of declaration given by the parties. SILL, shall not be responsible for any incomplete inaccurate/ wrongful declaration.
 - a) The parties hereby declare that the shipment covered under the docket does not include any contraband, hazardous, inflammable or prohibited articles as defined in various statutes & IATA Regulations.
 - b) SILL shall not entertain any godown bookings / delivery unless the "Declaration Form" available with the operating unit concerned is duly filled up along with necessary enclosures and handed over to the authorized person.
 - c) In the event of any discrepancy found by SILL in the weight declared by Shipper and the actual weight of that shipment, the differential charges shall be collected from the parties.
 - d) So also, in the event of rate mentioned on the Docket is found to be less than the agreed rates / contracted rates, the differential rate shall be collected from the parties.

6. Documentation:-

- a) Proper & complete documentation by the parties is compulsorily required along with accurate details of the Shipper/ Receiver's name, addresses, telephone-nos., email-ids and forms, permits, way bills, invoices, STN(Stock Transfer Note) etc. as per the statutory requirements.
- b) SILL shall not be made responsible / liable in case of any deficiency in the documents / statutory requirements and no claim or grievance of any nature shall be entertained, if the same is arising out of the reasons mentioned herein above [i.e., clause 6(a)].
- c) Parties hereby undertake to make good the loss to SILL in case their shipment(s) cause damage to other shipment(s) 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 SILL."

- d) SILL shall not be liable for any kind of damages to the goods, caused due to improper and defective packaging of goods.

7. Assurance of Delivery:-

All shipments carry an "Assured date of delivery "except the shipments booked under STANDARD Product. The assurance is subject to the following:-

- a) Date of intimation for delivery of shipment or first delivery attempt is considered as deemed delivery,
- b) Electronic Items, Heavy Items, which cannot be scanned, may undergo cooling for 24 hours and hence one day extra will be applicable and added to the Transit Schedule. This is applicable to only those shipment booked on priority service.
- c) In case the assured date of delivery falls on Sunday or any Holiday, Political Bandh day, etc., the next working day will be treated as assured date of delivery.
- d) Delivery Assurance will not be applicable in case of accidents, Act of God, force majeure, floods, strikes, political bandh/dharna, acts of enemies of State and events beyond control of SILL.
- e) The Delivery of shipment would be made on payment of Freight Charges which shall include all components as specified on the Consignment Note/Docket. In case of Cash/Cheque on Delivery (COD), /Demand Draft on Delivery (DOD), shipment would be delivered only on receipt of the COD / DOD amount as specified by the Shipper.
- f) If Party is not ready with payment at the time of first attempt, delivery shall not be affected without payment and same shall not be treated as delay in delivery.

8. Liabilities:-

- a) The liability of SILL if any, in delay in delivery of shipment (subject to exceptions available) shall be to the extent of "Freight" only.
- b) For the rest of the bookings under this Docket, SILL hereby restricts its liability through this docket to be Rs 400/- (Rupees Four Hundred only) per kg. subject to a maximum of Rs.5000/- (Rupees Five Thousand Only) or costs of reconstruction, whichever is lower.
- c) In case Higher Risk Rate is paid then, SILL is liable to the extent of actual cost of the shipment or the value declared by the parties or the actual loss suffered by the parties (which ever is lower) as per the documents issued by SILL.
- d) SILL shall not be responsible for any indirect, consequential, remote, exemplary losses / damages / claims.
- e) When the value of the shipment is declared by the parties as NCV (No commercial Value), the liability of SILL shall be restricted to Rs.100/- (One Hundred only) only.
- f) SILL 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 shall not be entertained in any circumstances whatsoever. However, parties may insist for open delivery in 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. SILL
- g) Any value added service eg. COD/DOD etc. on a agreed charge, provided without any sort of liabilities on the part of SILL whether civil or criminal as regards the contractual

obligations and payment terms between the Shipper and Receiver or whomsoever it may concern.

- h) In the 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 SILL under any circumstances whatsoever. SILL is in no way responsible for fraud etc., on part of the parties inter-se as regards the payment of the value of the shipments. SILL 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.
- i) SILL shall not entertain any instruments unless specially instructed by Shipper.

9. Payments:-

If the parties do not take delivery of the shipment due to any reason what so ever SILL shall raise bill to the parties towards the transportation and other charges in terms of this docket and the parties shall be liable to pay all the dues payable to SILL at the original booking station or any other station.

10. Claims:-

- a) No claim shall be entertained by SILL for any loss, shortage, damage, non-delivery, breakage, leakage, pilferage, etc. for the shipment unless a written claim is lodged within thirty (30) days from the date of docket, subject to remarks on the Proof of Delivery(POD).
- 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. SILL will extend cooperation if necessary enabling the Shipper to obtain the duplicate copy and settle their claims independent of payments to be made to SILL.
- c) SILL shall not entertain any claims arising out of decay / deterioration of material due to delay in delivery of consignment for any reason.

11. Arbitration:-

- a) The business operations of SILL are decentralized and operational autonomy has been provided to respective operational zones based on geographical coverage. Operational Empowerment and responsibility rests with respective Zonal Heads on exclusive basis for performance of all obligations of SILL under this Docket. The directors of SILL are not directly concerned with day to day operations of the decentralized operation of the SILL and matters connected therewith, including performance of obligations of SILL under this Docket for which exclusive responsibility rests as aforesaid with the Zonal Heads only.
- b) In case of any dispute arising out of or in relation to this Docket shall be referred to a sole arbitrator appointed by SILL governed under the provisions of Arbitration and Conciliation Act,1996 as are in force and any amendment thereto from time to time. The venue of arbitration shall be at Faridabad Jurisdiction only. The award of the Arbitrator shall be final and binding on the parties.
- c) This contract shall be construed in accordance with the laws of India. Any proceeding arising from or under any award / interim order by the Arbitrator, shall be subject to the exclusive at Faridabad Jurisdiction only, India only and no other court shall have jurisdiction.