

Terms and Conditions of Distribution

1. THE DOCKET

- a) CJ DARCL Docket/ Consignment Note is a non-negotiable instrument, and the shipper/ consignor acknowledges that it has been prepared by the shipper/ consignor or by CJ DARCL on behalf of the shipper/ consignor.
- b) The responsibility of CJ DARCL for a shipment accepted under a Docket ceases when the consignee acknowledges the receipt of the Docket/ Consignment Note by affixing his signature and on the Return to origin copy and/ or the delivery sheet.
- c) All shipments booked under the Docket/ Consignment Note are carried at Owner's risk unless specified otherwise.

2. SHIPPER/ CONSIGNOR'S OBLIGATION AND ACKNOWLEDGEMENT

- a) The Shipper/ consignor warrants that he is the owner or the authorized agent of the owner of the goods transported hereunder, and that the shipper/ consignor hereby accepts CJ DARCL terms and conditions for itself and/ or as an agent for and on behalf of any other person having any interest in the Docket/ Consignment Note.
- b) The shipper/ consignor warrants that each article in the shipment is properly described on the Docket/ Consignment Note, 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 CJ DARCL 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. The shipper/ consignor indemnifies CJ DARCL against any claim or liability related to this.
- c) The shipper/ consignor shall be solely liable for all costs and expenses (which shall without limitations include GST taxes, Statutory Levies, and import duties) related to the shipment and for costs incurred either in returning the shipment to the shipper/ consignor or warehousing the shipment/consignment pending such return.
- d) The Shipper/ consignor accepts the condition that the shipment/ consignment is being carried by CJ DARCL from point of rendering only up to the address mentioned on this Docket/ Consignment note and in case this Docket/ Consignment Note has to be rerouted/ redirected/ returned for any reason whatsoever, the shipper/ consignor shall pay in advance all charges levied by CJ DARCL for such rerouting/ redirection/ return as per the normal schedule of CJ DARCL and also any custom duties, warehousing charge/ Demurrage, freight charges, GST Taxes and import duties etc. applicable thereon. CJ DARCL will hold such shipment at destination mentioned on the Consignment note for the maximum period of 10 days from the date of booking. Thereafter, CJ DARCL reserves the right to destroy the shipment/ consignment without informing the shipper/ consignor and the shipper/ consignor shall indemnify CJ DARCL against any claim or liability.
- e) GST (Goods & Service Tax) E-way bill is an electronic form for movement of goods. The Shipper/ Consignor should ensure compliance as prescribed

under GST based on consignment value i.e., the date of roll out by Government of India. Any non-compliance in generation of E-way bill by Shipper/consignor may result in delay in delivery/ non-delivery of shipment booked and in any such case Shipper/ consignor shall be liable for the penalties imposed due to such non-compliance by the authorities. All such penalties shall be borne by the shipper/ consignor and CJ DARCL shall not be liable in this regard.

3. CJ DARCL RIGHT OF INSPECTION OF SHIPMENT/ CONSIGNMENT

- a) CJ DARCL has the right but not the obligation to open and/ or inspect the shipment.
- b) CJ DARCL reserves the right to refuse shipment for not conforming to these terms and conditions without assigning any reasons whatsoever.

4. INSURANCE

- a) While CJ DARCL has developed a sophisticated tracking system for all shipment carried in its network and has experienced manpower to handle all shipment. The shipper/consignor may if he so desires insure his shipment at his own costs.
- b) CJ DARCL can arrange insurance of shipment on behalf of the shipper/ consignor for the declared value of goods in respect of loss of or physical damages to such shipment. CJ DARCL shall be only responsible for the administrative facilitation and arrangement of the insurance policy if the shipper agrees to avail this service, by paying for the charges, as applicable. The said policy will be subject to the following terms and conditions:
 - i. Shipper/ consignor shall pay Freight on Value (FOV) to CJ DARCL, which will include applicable premium on declared value and service charges of CJ DARCL.
 - ii. Shipment Insurance does not cover any indirect loss or damage, or loss or damages caused on account of any delays in delivery of shipment.
 - iii. Loss or damage to the shipment shall be notified by the shipper/ consignor/ consignee to CJ DARCL 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/ consignor. Any difference between the amount claimed by the shipper/ consignor and the actual settlement shall be borne by the Shipper/ consignor and CJ DARCL will not be held liable under any circumstances.
 - iv. Notwithstanding anything stated hereinabove no claim shall be entertained under the Insurance Arrangement if freight together with FOV charges is not paid by the shipper/ consignor/ consignee to CJ DARCL.

5. TAXES

- a) All taxes such as GST, custom duties, warehousing charges/ Demurrage, freight charges and other

statutory payments levied on the shipment are to be borne by the Consignee and in his absence the same will be borne by the shipper/ consignor. CJ DARCL will not extend any credit for GST, custom duties, port charges, warehousing charges, freight charges and other statutory charges.

- b) In case the Shipper/ Consignor fails to comply any of compliances w.r.t above-mentioned taxed or charges due on its part and CJ DARCL on behalf of the Shipper/ Consignor complies such statutory compliances then CJ DARCL will be entitled to get entire reimbursement by the Shipper/ Consignor immediately.

6. CHARGEABLE WEIGHT

- a) Every shipment shall be charged by its chargeable weight as defined hereunder and not the actual weight subject to minimum chargeable weight detailed in the contract or in the pricelist. The chargeable weight shall be higher of (a) the actual weight rounded off to one kg. as per the rate category agreed to or (b) the volume weight similarly rounded of as in (a) above.
- b) Volume weight of the shipment in kg. is its gross cubic cms i.e., Length x Width x Height divided by 5000 (for Rail), Length x Width x Height divided by 6000 (for Air), Length x Width x Height divided by 2700 (for Road)

7. LIEN ON GOODS SHIPPED

- a) The Shipper/ Consignor acknowledges CJ DARCL's right of lien on its shipment for any outstanding freight, any other applicable charges, GST 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 shipment until all such charges are paid.
- b) Further, if such charges are not paid to CJ DARCL within 10 days, then CJ DARCL may store the goods at defaulting Shipper's/ Consignor's/ consignee's own risk, including the warehousing charges and demurrage accruing thereon.
- c) CJ DARCL further reserves its right to sell the goods by public auction, tender, private agreement or otherwise or even dispose of the goods without prejudice to CJ DARCL's other legal remedies to recover its costs, charges and expenses, if the charges as indicated aforesaid are not paid by the Shipper/ Consignor/ Consignee within 10 days.
- d) In case of perishable goods, CJ DARCL shall have the right to dispose of/ sell the goods immediately and without any notice and the shipper/ consignor shall keep CJ DARCL indemnified against all claims, charges and expenses incurred by CJ DARCL due to such perishable goods entering into the network of CJ DARCL.
- e) If consignee refuses to accept delivery or To Pay on delivery, or the Shipment is deemed to be unacceptable, or it has been undervalued for customs/ GST purposes, or consignee cannot be reasonably identified or located, CJ DARCL shall use reasonable efforts to return the Shipment to Shipper/ consignor at Shipper/ consignor's cost,

failing which the Shipment may be released, disposed of or sold by CJ DARCL without incurring any liability whatsoever to the Shipper/ consignor or anyone else. The proceeds so obtained, shall be applied against service charges and related administrative costs.

8. LIMITATION OF LIABILITY

- a) Without prejudice to Section 9 and 10, the liability of CJ DARCL for any loss or damage to the shipment (which term shall include all documents or parcels consigned through CJ DARCL) shall be either (a) ₹ 5,000/- or (b) The amount of loss or damage to the document or parcel actually sustained for shipment/consignments 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/ consignor, whichever is lower.
- b) 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 ₹ 5,000/-.
- c) The actual value of a parcel (which term shall include any item of commercial value which is transported here under) 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/ consignor subject to and within overall limit of ₹5,000/-.
- d) In the event of any loss or damage to shipment, which are insured by the shipper/ consignor, CJ DARCL may at the request of the shipper/ consignor, issue loss/ damage/ shortage Certificate with the sole purpose of enabling the shipper/ consignor to lodge insurance claim with its Insurance Company. The shipper/ consignor agrees and acknowledges that the loss/ shortage/ damage Certificate will be issued by CJ DARCL, without prejudice and without admission of any claim, and that CJ DARCL shall be discharged of all liabilities, if any, arising out of the shipment on acceptance of the loss/ damage/ shortage certified by the shipper/ consignor.
- e) In case of services offered by CJ DARCL. CJ DARCL will not be held liable for any civil and/ or criminal proceedings as regards any contractual obligations and payment terms between the shipper/ consignor and the consignee. In the event of any default in payment on the part of consignee, the shipper/ consignor will not hold CJ DARCL responsible for the same in any manner whatsoever. CJ DARCL merely carries the instrument under the authorization conferred by the Shipper/consignor and cannot be challenged by the Shipper/consignor for the authenticity of such payment made.

9. CONSEQUENTIAL DAMAGES EXCLUDED

- a) CJ DARCL shall not be liable in any event for any consequential or special damages or other direct or indirect loss, how so ever, arising whether or not CJ DARCL 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

- a) In particular, CJ DARCL will not be liable for any loss and damage to the shipment/ consignment or a delay in picking up or delivering shipment/consignment if it is:
- b) Due to acts of God, force majeure occurrence of any cause reasonably beyond the control of CJ DARCL or loss or damage caused through strikes, Terrorist attack, robbery, hijacking, riots, political and other disturbances such as fire, accident of the vehicle carrying the goods, explosions, lockdown, pandemic, epidemic beyond the control of CJ DARCL for the goods that are carried by CJ DARCL.

11. LIABILITIES NOT ASSUMED

In particular CJ DARCL will not be liable for any loss and damage to the shipment or a delay in picking up or delivering shipment if it is:

- a) Due to acts of God, force majeure occurrence of any cause reasonably beyond the control of CJ DARCL or loss or damage caused through strikes, Terrorist attack, robbery, hijacking, riots, political and other disturbances such as fire, accident of the vehicle carrying the goods, explosions, lockdown, pandemic, epidemic beyond the control of CJ DARCL for the goods that are carried by CJ DARCL.
- b) Caused by:
 - a. The act, fault or omission/ commission of any act of the shipper/ consignor/ the consignee or any other party claiming an interest in the shipment/ consignment (including violation of any terms or conditions thereof) or any other person.
 - b. Carriers such as Airlines or Airways not adhering to schedule for any reason whatsoever.
 - c. Government officials in discharge of their official duties such as Customs/ GST inspection etc.
 - d. The nature of the shipment or any defective characteristics or inherent vice therein.
 - e. Electrical or magnetic injury erasure or other such damages to Photographic images or recording in any form.
 - f. Notwithstanding what is stated above, whilst CJ DARCL will endeavour to exercise its best efforts to provide expeditious delivery in accordance with its regular delivery, CJ DARCL will not under any circumstances be liable for delay in pick up, transportation or delivery of any shipment regardless of cause of such delays.
 - g. 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 Consignment.
 - h. The shipper/ consignor indemnifies CJ DARCL 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/ GST inspection etc.
 - i. The shipper/ consignor indemnifies CJ DARCL 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/ GST inspection etc.
 - j. Shipper/ consignor agrees to indemnify CJ DARCL and keep CJ DARCL indemnified at all times against any and all liability, damages, loss

which CJ DARCL incurs or may incur due to breach of any obligations required to be done by the shipper/ consignor under the Provisions of "GST Acts".

12. CLAIMS

- a) Any claim arising after the delivery of the shipment shall be informed to CJ DARCL by writing an email at contactcenter@cjdarcl.com within 2 working days from the date of such delivery. No claim can be made against CJ DARCL beyond this time limit.
- b) 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 CJ DARCL.
- c) No suit shall lie against CJ DARCL in respect of or relation to the subject consignment after the expiry of 3 months from the date of booking.

13. MATERIALS NOT ACCEPTABLE FOR CARRIAGE

- a) CJ DARCL will not carry shipment containing Gold, Silver, Jewellery, Precious Stones, Securities, Valuable documents and/ or Classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), Carriage by Road Act, 2007 amended from time to time, or prescribed acts, rules and regulations of Indian Railways or any other applicable act of the land, any government department or other relevant organization.
- b) 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 CJ DARCL 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) shall not be transported by CJ DARCL.
- c) If any such goods are accepted and/ or booked for carriage, inadvertently or otherwise, CJ DARCL will be under no responsibility whatsoever in respect thereof.

14. DISPUTES & CLAIMS ARE SUBJECT TO GURUGRAM JURISDICTION

Any disputes arising in connection with this or any amendment thereto, including but not limited to any questions regarding existence, validity or termination, shall be finally settled through amicable negotiation, failing which the disputes shall be resolved finally through arbitration conducted by the Sole arbitrator mutually appointed by both the parties herein, in accordance with the Arbitration and Conciliation Act, 1996 (as amended upto date). The venue of the arbitration shall be Gurugram (Haryana) India, and the language of the arbitration shall be in English.

These terms and conditions shall be governed by and construed in accordance with the laws of India. The Courts at Gurugram (Haryana), India shall have the exclusive jurisdiction.