

CEVA FREIGHT INDIA PVT. LTD

STANDARD TRADING CONDITIONS



DEFINITIONS

- 1 In these Conditions
- a) "Company" means CEVA Freight India Pvt Ltd
- b) Agents Association trading as (name of forwarder).
- c) "Conditions" mean the entire undertakings, terms, conditions and clauses embodied herein.
- d) "Consignees" means the person entitled to receive the goods from the Company subject to the terms of the shipment.
- e) "Customers" means any person at whose request or on whose behalf the Company undertakes any business or provides advice information and services, pursuant to these Conditions.
- f) "The Owners" means the owners of the goods (including any packaging containers or equipment) to which any business transacted pursuant to these conditions relates and any other person who is or may become interested in them whether by assignment or otherwise.
- g) "person" includes persons or any Body or Bodies Corporate
- h) "Services" means the service which may be provided by the Company either as principal or agent for arranging carriage of goods by air, sea, inland, waterway, rail and/or road and/or warehousing services, storage, loading/unloading of goods, packing, unpacking, consolidation, de-consolidation, collection, delivery and/or other handling of goods services.

APPLICATION

- 2 These Conditions shall apply regardless of the mode or modes of transport used.
- 3.1 All and any business undertaken, including any advice, information or service provided whether gratuitously or otherwise is transacted subject to the Conditions hereinafter set out and each Condition shall be deemed to be incorporated in and to be a condition of any agreement between the Company and its Customers.
- 3.2 The Company is not a common carrier and only deals with Customers subject to these Conditions.
- 3.3 No agent or employee of the Company has the Company's authority to alter or vary these Conditions.
- 3.4 If any legislation is compulsorily applicable to any business undertaken:
- 3.4.1 These Conditions shall as regards such business be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation;
- 3.4.2 If any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be void to that extent but no further.

CUSTOMERS' WARRANTY ON OWNERSHIP:

- 4.1 Customers entering into transactions of any kind with the Company expressly warrant that they are either the owners or the authorized agents of the owners of any goods to which the transaction relates and further warrant that they are authorized to accept these Conditions not only for themselves but also as agents for or on behalf of the owners or any other persons who are or may thereafter become interested in the goods.
- 4.2 The Customers shall indemnify the Company against all expenses losses and liabilities howsoever and whatsoever suffered by the Company arising from or due to a breach or breaches of the above warranties whether or not arising out of the negligence of the Customers.

PERFORMANCE BY COMPANY'S AGENTS OR SERVANTS

- 5 Any instructions or business accepted by the Company may in the absolute discretion of the Company be fulfilled by the Company itself either by its own servants or agents performing part or all of the relevant services or by the Company employing or instructing or entrusting the

goods to others on such conditions as the Company and such others may agree to perform part or all of the services, but entirely without prejudice to the rights, powers or immunities which the Company enjoys under these conditions.

COMPANY'S AUTHORITY

- 6.1 Pursuant to clause 5, the Company is authorized to select and engage any person on behalf of the Customers as agents for and on behalf of the Customers.
- 6.2 Pursuant to clause 5, the Company shall be entitled to enter into any contract as agents for and on behalf of the Customers with any person for the performance of part or all of the services.
- 6.3 The Company may but is not obliged to depart from the Customers' instructions in any respect if in the opinion of the Company it is necessary or desirable to do so in the Customers' interests or it is otherwise expedient to do so.

DISCRETION OF COMPANY IN DISCHARGE OF DUTIES

- 7.1 Subject to express instructions in writing given by the Customers and the acceptance of these instructions in writing by the Company, the Company reserves to itself absolute discretion as to means, route and procedure to be followed in the handling, storage, and transportation of goods
- 7.2 If in the opinion of the Company it is at any stage necessary or desirable in the Customers' interest to depart from those instructions, the Company shall be at liberty to do so and the Customers hereby authorise such departure.
- 7.3 Any departure from the terms and conditions, or express instructions or in the handling, other than pursuant to the normal handling of the goods, is done at the sole risk of the Customers, Owners or Consignees.
- 7.4 The goods may be so conveyed or their conveyance so arranged for separately, if and when the Company in its discretion thinks fit as part of a larger package or consignment.
- 7.5 The Company does not undertake and/or commit that the goods or other packages would arrive at the Port of Discharge or Place of Delivery at any particular time or place to meet any particular market or use and the Company shall in no circumstances be liable to for any consequential losses (including but not limited to loss of profit) or damage caused by delay or any other cause.

- 7.6 The Company may issue its own Air waybill, Bill of Lading, Forwarders Cargo Receipt, Combined Transport Document, or other documents of carriage naming the Company as a carrier. Where such a document is issued, the terms and conditions in it shall prevail.
- 7.7 Where the Company is held to be a carrier, the Company shall be entitled to all the rights, immunities, exceptions and limitations conferred on the carrier by any applicable law or legislation.
- 7.8 If the delivery of goods is not taken by the Customer or the Owner at the time and place when and where delivery should be taken, the Company shall be entitled (but is not obliged) to store the goods at the sole risk of the Customer/Owner, whereupon any liability which the Company may have in respect of the goods stored as aforesaid shall wholly cease and the cost of such storage including payment of detention charges/demurrage charges/other charges shall be paid by the Customer to the Company without any delay or demur.
- 7.9 The Company is entitled (but not obliged) to sell by public auction or private treaty or to dispose of all goods which in the opinion of the Company cannot be delivered either because the consignee's address is incorrect or because the goods are not collected or accepted by the Consignee within 14 days from the date of arrival of the goods at the destination port or the final place of delivery. The Customer shall pay all costs and expenses (including but not limited to storage costs, detention charges, demurrage charges) incurred in connection with the storage and the sale and/or disposal of the goods.

WAREHOUSING

8. Pending forwarding or delivery, goods may be warehoused or otherwise held at any places at the sole discretion of the Company and the cost thereof shall be for the account of the Customers.

WARRANTY ON PACKAGING

- 9.1 Except where the Company is instructed in writing to pack the goods the Customers warrant that all goods have been properly and sufficiently packed and/or prepared to withstand the voyage by sea/air/road.
- 9.2 The Company shall not be liable for loss, deterioration or damage to goods as a result of improper or insufficient packaging or preparation by the Customer/Owner.
- 9.3 The Customers shall comply with the requirements of any applicable law relating to the preparation and packaging of the goods.
- 9.4 In the event the Company is required to pack the goods, the expenses and charges of the Company in complying with the provisions of any such law or with any order or requirement thereunder or with the requirement of any harbour, dock, airport, railway, shipping, customs, warehouse or other authority or corporation shall be paid by Customers and the Customers shall provide to the Company all such assistance, information and documents as may be necessary to enable the Company to comply with such laws, orders or requirements.

WARRANTY ON LOADING

- 10.1 Where the goods are carried in or on containers, trailers, flats tilts, railway wagons, tanks, igloos, or any other unit load device specifically constructed for the carriage of goods by land, sea or air, (each hereafter individually referred to as "transport unit") then, save where the Company has provided or procured the transport unit, the Customers warrant:
- 10.1.1 that the transport unit has been properly and competently loaded;
- 10.1.2 that the goods are suitable for carriage in or on the transport unit;
- 10.1.3 that the transport unit is in a suitable condition to carry the goods loaded therein (save to such extent as the Company has approved the suitability of the transport unit); and
- 10.2 The Customers shall indemnify the Company from any loss the Company suffers as a result of the use of such transport unit.

PAYMENT OF INVOICES AND LATE INTEREST CHARGE

- 11.1 All invoices are to be paid in full.
- 11.2 Each invoice shall be deemed to be severable and payable on due date notwithstanding that there may be a dispute in any one or several invoices.
- 11.3 Interest at the rate of 18% per month will be chargeable on all overdue accounts.
- 11.4 The Customer/Owner shall not be entitled to deduct any amount from the Company outstanding dues without its prior written consent.
- 11.5 The Company shall have a lien on all Goods and any documents relating thereto for all sums due under this contract or any other contract of undertaking to which the Customer/Owner was party or otherwise involved, which lien shall also extend to general average contributions, salvage and the cost of recovering such sums, inclusive of attorney fees and shall survive delivery. Such lien may be enforced by the Company by public auction or private treaty, without notice to the Customer/Consignee.

PAYMENT OF BROKERAGE AND COMMISSIONS

- 12 The Company is entitled to retain and be paid all brokerages, commissions, allowances, and other remunerations.

QUOTATIONS

- 13.1 Quotations given by the Company have to be accepted within three (3) working days of the date of issue by the Company and are

subject to withdrawals or revisions by the Company prior to acceptance by the Customers.

- 13.2 Unless otherwise agreed in writing the Company shall, after acceptance, be at liberty to revise quotations or charges with or without prior notice in the event of changes occurring in currency exchange rates, rates of freight, insurance premiums or any changes applicable to the business.
- 13.3 If the goods be stopped in transit, refused by any person or delivery not taken, the cost of any additional carriage, cartage, storage and of any other consequential service will be charged to and forthwith payable by the Customers.
- 13.4 Unless special agreement is made the Company shall have the option of charging by value or weight or measurement.
- 13.5 The Company may at any time require prepayment of or on account of their expenses
- 13.6 For any additional services, which may not form a part of the quotes provided herein and which the Customers may subsequently avail from the Company, the Customer shall pay such additional charges as may be claimed by the Company on forthwith basis.

CUSTOMERS' WARRANTY ON DESCRIPTIONS

- 14.1 The Customers shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to the Company for the purposes of these conditions and the services to be performed by the Company.
- 14.2 The Customers agree to indemnify the Company against all losses, damages, expenses and fines whatsoever arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence on the part of the Customers.

LIABILITY FOR TAXES AND LEVIES

- 15.1 The Customers shall be liable for all duties, taxes, imposts, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with the goods and for all payments, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith.
- 15.2 Customs duties and taxes and other government charges are additional to the rates quoted by the Company unless other wise stated.

RECOURSE TO CUSTOMERS FOR CONSIGNEES' DEFAULT

- 16.1 16.1 When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the Consignees or any other person the Customers shall remain liable to pay the same and shall forthwith pay for the same or any balance thereof plus any interest if the Company is not paid or not fully paid by such Consignees or other persons immediately when due notwithstanding any claim counterclaim or set-off.
- 16.2 16.2 Without to the generality of the foregoing, this provision shall apply if inter alia the goods are refused by the customs or other authorities or for any reason it is in the opinion of the Company impossible to arrange for the delivery of the goods.

INSURANCE

- 17.1 No insurance upon the goods will be effected by the Company except upon express instructions given in writing by the Customers and all insurances effected by the Company are subject to the exceptions and conditions of the policies of the insurance company or underwriters taking the risk.
- 17.2 Insofar as the Company agrees to arrange insurance upon express instruction, the Company act solely as Agent for the Customers, using its best endeavours to arrange such insurance, which insurance will be at the Customers' expense and will only be arranged upon the Company receiving a declarations to value prior to receipt of goods by the company.

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17.3 Should the insurers dispute their liability for any reason the Company shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its Customers.

LIMITATION OF LIABILITIES

18.1 The Company shall only be liable for any loss of or damage to goods if it is proved that the loss or damage occurred whilst the goods are physically in the possession of the Company and that such loss or damage was due to the wilful neglect or default of the Company or its own servants acting within the scope of their employment.

18.2 Save as aforesaid the Company shall be under no liability whatsoever however arising, and whether in respect of or in connection with any goods or any instruction, business, advice, information or service or otherwise. The Company Liability, if any, shall be strictly governed by the terms of the Bill of Lading/Airway Bill/ Combined Transport Document.

18.3 Further and without prejudice to the generality of the preceding sub-conditions or otherwise, the Company shall not be under any liability whatsoever for any consequential loss arising from such loss or damage, or for any loss arising from non-delivery, mis-delivery or delayed delivery of the goods.

RATE OF LIMITATION

19.1 In no case whatsoever shall any liability of the Company howsoever arising and notwithstanding any lack of explanation exceed: 19.1.1 the value of the relevant goods where such value has been declared to the Company or 19.1.2 a sum at the rate of SGD666.67 per package. Whichever is the lesser.

19.2 19.2 If either the Hague Rules, Hague Visby Rules, or the Warsaw Convention (whether amended or unamended) are compulsorily applicable, the relevant limitation amounts set out therein will apply. In all other cases the limitation amounts detailed herein will apply.

PROCEDURE FOR CLAIM

20.1 20.1 The Customers agree to make any claim against the Company in writing within 9 months from the date of delivery of the goods failing which the Company shall be discharged of its liability

20.2 In any event the Company shall be discharged from all liability: 20.2.1 for loss or damage from a package or an unpacked consignment (however caused) unless notice be received in writing within seven (7) days after the scheduled date of delivery of the goods where the delivery is at any place outside India; for loss or damage of the whole of a consignment or any separate package forming part of the consignment (however caused) unless notice be received in writing within twenty-eight (28) days of the scheduled date of delivery of the goods.

NO LIABILITY IN ABSENCE OF CUSTOMERS' EXPRESS WRITTEN INSTRUCTIONS

21.1 The Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery, unless expressly instructed by the Customers in writing.

21.2 Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, goods will be forwarded, or dealt with, at Customers' risk or other minimum charges, and no declaration of value (where optional) will be

made, unless express instructions in writing to the contrary have previously been given by the Customers.

PERISHABLE GOODS

22.1 Perishable goods which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to the Customers and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery.

22.2 All charges and expenses arising in connection with the sale or disposal of such goods or in connection with any effort undertaken to preserve or save the goods shall be paid by the Customers.

NON-PERISHABLE GOODS

23.1 The Company shall be entitled to sell or dispose of all non-perishable goods which in the opinion of the Company cannot be delivered for any reason, upon expiry of 30 (30) days after notice in writing is sent to the Customers of such entitlement.

23.2 All charges and expenses arising in connection with the storage and sale or disposal of such goods shall be paid by the Customers.

DANGEROUS GOODS

24.1 Except under special arrangements previously made in writing the Company will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any goods likely to cause damage.

24.2 Should the Customers nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing, the Customers shall be liable for all loss or damage whatsoever and howsoever caused thereby, and in particular: 24.2.1 the Customers shall indemnify the Company against all penalties, claims, damages, costs and expenses caused thereby and, 24.2.2 the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any or any other person in whose custody they may be at the relevant time.

24.3 If such goods are accepted under arrangements previously made in writing they may nevertheless be so destroyed or otherwise dealt with on account of risk to other goods, property, life or health and where such risk was not caused by the fault and neglect of the Company the Company shall have no liability and the Customers shall indemnify the Company against all loss, damage, liability and expense arising therefrom.

24.4 The expression "goods likely to cause damage" includes goods likely to harbor or encourage vermin or other pests.

24.5 Dangerous goods if accepted by the Company must be accompanied by full declaration of their nature and contents and must be delivered to the Company in full compliance with the current edition of the IATA Dangerous Goods regulations/ ICAQ Technical Instructions and be properly and safely and securely packed for the transit and the Customers shall in any case comply with rules which are mandatory according to national laws or by reason of International Conventions, relating to the carriage of goods of a dangerous nature, and shall in any case inform the Company in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Company and indicate to them, if need be, the precautions to be taken. The Company gives no guarantee that any conveyance owner will accept or deliver such goods.

24.6 If the Customers fail to provide such information and the Company is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at any time, they are deemed

to be hazardous to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Customers shall indemnify the Company against all loss, damage, liability or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto.

24.7 The Company shall not be liable for any act of jettisoning, abandoning, unloading, destroying or otherwise dealing with the goods or any of them which act in the opinion of the Company or of any other person in whose custody the goods may be at the relevant time is necessary or advisable for the safety or security of any person or property.

24.8 For every consignment of dangerous goods the Customers' declaration for dangerous goods on the form appropriate to the danger involved, as required by the current IATA Dangerous Goods Regulation, or any national law or international conventions must be completed in duplicate and signed by the Customers and must accompany the goods.

VALUABLE GOODS

25. Except under special arrangements previously made in writing the Company will not accept or deal with bullion, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants. Should the Customers nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing the Company shall be under no liability whatsoever for or in connection with the goods however arising.

RIGHTS OF RECOURSE

26. The Company shall have the right to sums to be paid by the Customers under these Conditions not only against or from the Customers but also if it thinks fit against or from the Customers but also if it thinks fit against or from the sender and/or consignee and/or owners of such goods. All sums shall be paid to the Company in cash immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off.

LIEN

27.1 All goods (and documents relating to goods) in the possession, custody and control of the Company shall be subject to a particular and general lien and right of detention for monies due from the Customers or the sender, consignee or owner to the Company, including storage fees, and the cost of recovering the same. If any monies due to the Company are not paid within one (1) calendar month after notice has been given to the person from whom the monies are due that such goods are being detained they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of such person, and the net proceeds applied in or towards satisfaction of such indebtedness and all charges and expenses of the detention and sale.

27.2 When the goods are liable to perish or deteriorate the Company's right to sell or disposed of the goods shall arise immediately upon any sum becoming due to the Company subject only to the Company taking reasonable steps to bring to the Customers' attention its intention of selling or disposing of the goods before doing so.

27.3 The Company shall render the surplus, if any, of the monies arising from the sale and such of the goods as remain unsold to the person entitled in the opinion of the Company thereto.

GENERAL AVERAGE

28. The Customers shall defend, indemnify and hold harmless the Company in respect of any General Average or any claims of a General Average nature which may be made on the Company and the Customers shall provide such security as may be required by the Company in this connection.

WAIVER

29. Any waiver by the Company of any default or right under these Conditions shall not be deemed to be a waiver by the Company of any prior, subsequent or continuing default or right of a like or similar nature.

INDEMNITY

30. In addition to and without prejudice to the foregoing Conditions the Customers undertake that they shall in any event indemnify the Company against all liabilities whatsoever, including but not limited to penalties imposed by the relevant authorized, suffered or incurred by the Company and arising directly or indirectly from or in connection with the Customers' instructions and in particular the Customers shall indemnify the Company in respect of any liability whatsoever it may be under to any servant, agent or subcontractor or any haulier, carrier, warehousemen, or other person whatsoever at any time involved with the goods arising out of any claim made directly or indirectly against any such party by the customers or by any sender, consignee or owner of the goods or by any person interested in the goods or by any other person whatsoever.

SEVERABILITY

31 If any provision of these Conditions be declared void invalid or unenforceable by any court of law, the remaining provisions of these Conditions shall to the extent permitted by such declaration remain in full force and effect as though the void invalid or unenforceable provisions were never a provision of these Conditions.

JURISDICTION AND GOVERNING LAW

32 Any dispute arising between the Company and Customers shall be governed by Laws of India and be within the exclusive jurisdiction of the Courts in India and no other courts.