



**Terms and Conditions of Contract and Carriage of AI-GATI, (a courier product from Air India Gati)**  
 Regd. Office: Gati Limited, 1-7-293, M.G. Road, Secunderabad -500003,A.P. URL: www.gati.com E-mail:cs\_dept\_ho @ sbd. gati.com Tel: 040 2789 4284 Fax: 040-2789 4284,Call Free No. 180-0-180-4284

This Shipment is accepted by AI-GATI. Docket is prepared by AI-GATI (a courier product from Air India-Gati), herein after referred to as "AI-GATI", and its employees, for carriage of the goods on behalf of the shipper, subject to the terms and conditions stated in this contract.

**The AI-GATI Docket :**

The Shipper hereby acknowledges that the AI-GATI Docket is prepared by AI-GATI on its behalf. The shipper agrees further that it is the owner of the goods transported hereunder or it is the authorized agent of the owner of the goods and that it accepts AI-GATI terms and conditions for itself and as agent for and on behalf of other persons having any interest in the shipment.

The responsibility of AI-GATI ceases upon delivery of goods to the Receiver acknowledges it with a signature and seal (if it is company). The Shipper acknowledges that AI-GATI is not a common carrier and it reserves the right to refuse transportation of any shipment for any person, firm or transportation of any class of goods.

**DELIVERY :**

- 1) Delivery includes tender delivery of the shipment at the receiver's address or intimation about the arrival of shipment.
- 2) AI-GATI is entitled to use any modes and routes for transportation.
- 3) AI-GATI has the right to inspect any shipment including right to discriminatory opening of shipment during its transportation.
- 4) The shipper warrants that each article in the shipment is properly described on this that it does not contravene the provisions of the Indian Post office Act, any other statutory provisions currently in force, that it does not contain any of the commodities declared by AI-GATI to be unacceptable as prescribed by the Shipment property marked, addressed and packed to ensure safe transportation with normal in handling.
- 5) The shipper hereby acknowledges that AI-GATI may without notice to the shipper abandon or release at any stage during its shipment or any articles contained therein, which may be declared by AI-GATI as unacceptable for transportation or which the shipper has mis-described or overvalued. AI-GATI will not be held responsible, if in such event the shipment is lost or misplaced for any reason whatsoever.
- 6) AI-GATI will not be held responsible if the shipment is lost or misplaced on account of incorrect or incomplete delivery address having been given by shipper in to AI-GATI without being liable in any manner whatsoever to the shipper / receiver.
- 7) The shipper /receiver shall without any limitation be solely liable for all costs and expenses (which shall without limitations include OCTROI State Local taxes and similar local, state or central taxes or imports ) related to the shipment and for costs incurred in either warehousing the shipment pending their disposal or their disposal or returning the shipper, if desired by them and agreed by AI-GATI
- 8) The packing of the material rendered for shipment is the responsibility of the shipper including placement of such materials inside the containers supplied by AI-GATI, if any, notwithstanding anything else in these terms and conditions.
- 9) Acceptance of the shipment at the given address at the time of delivery constitute a clean delivery and complete discharge of the contract of the shipment by AI-GATI and its liability arising from it. No claim of loss of damages will be entertained until all shipment charges have been paid in full. However it is made expressly clear to the parties that set off or adjustment of claim amount if any shall not be allowed from the freight or any other charges payable to AI-GATI by the parties.
- 10) Where the goods are not accepted at the time of delivery by the receiver. AI-GATI may after TWO delivery attempts by giving adequate notice in writing to the Shipper and or Receiver of its intention to sell the goods in public auction and adjust the proceeds after deductions of proper charges, expenses in relation thereto and of all outstanding charges in relation to the shipment of the storage of the goods. Further if in course of the Sale proceeds, any excess amount is recovered over and above the freight charges, the same shall be refunded to the Shipper/ Receiver immediately. There after AI-GATI shall stand discharged from all liabilities whatsoever in respect of Such goods.
- 11) AI-GATI shall not give any Proof of delivery to the shipper. However in case the parties insist for the same it may provide a copy of the delivery run sheet at a cost to be fixed by AI-GATI.
- 12) While AI-GATI will endeavor to exercise its best efforts to provide expeditious delivery of shipments. AI-GATI will not undertake any responsibility or any liability for any loss (direct or consequential irrespective of the amount involved) alleged to have been sustained by the Shipper /Receiver to be arising out of or caused by delay in pickup, transportation or delivery of any shipment due to:

- a) Acts of God, force majeure act of enemies, natural calamity or floods or convulsions of nature of fire explosion, accident to carry vehicles, strike, bands, riot, festivals, political or other disturbances etc., including the routine and /or sudden inspections carried out by the Authorities of the concerned departments such as Excise, Customs, Sales tax, Gold Control, NDPS, Municipal, RTA and any other authorities competent to inspect goods which is beyond the control of AI-GATI.
  - b) Any act default, commission or mission, on the shipper / receiver or any other party who claim an interest in the shipment ( including violation of any terms or conditions thereof ) or of any person to whom the shipment is transferred by AI-GATI for the transportation to any location not regularly served by AI-GATI.
  - c) The nature of the shipment or any defective characteristics or inherent vice thereof.
  - d) Electrical or magnetic injury, erasure or such damage to electronic pictures or photography, images or recorded material or records in any form.
  - e) Disruption due to air, rail, road operations, clearance of shipments by various government agencies etc.
  - f) Carriers such as Airlines or Airways not adhering to schedule for any reason whatsoever.
- 13) AI-GATI shall have a general lien on any goods despatched for all freight, storage, warehousing charges any other charges and all other penalties on behalf of the receiver or other charges or expenses of any kind arising out of this transaction, may refuse to surrender possession of goods until such charges are paid. AI-GATI reserves the right of general lien on any shipment till all dues to AI-GATI are paid in full in respect of freight, octroi, duties service tax, taxes and any other charges AI-GATI also reserves the right to deal with the shipment as it deems fit including the right to sell the goods of the shipper in order to recover all the dues from the shipper intimating of the said proposed action. It has been agreed by the parties that the shipper shall be solely responsible for the payment of all taxes, etc., arising out of this contract.
  - 14) Every shipment shall be charged as below :
    - (a) actual weight rounded off to the next higher 0.5 kg as per the contract rate as agreed.
    - (b) the volume weight similarly rounded off as in a) above volume weight of the shipment in kilograms is its gross cubic volume in cubic centimeters length height width divided by 6000.
  - 15) AI-GATI shall not carry any dangerous, harmful or perishable goods. However in case of perishable goods, it shall have the right to dispose of or sale the said goods immediately and without any notice. The shipper shall keep AI-GATI indemnified against all claims charges expenses incurred by AI-GATI due to such dangerous harmful or perishable goods entering into the network of AI-GATI.
  - 16) Any shipment in AI-GATI custody for carriage under this docket is covered for an additional Risk by AI-GATI against damage/ loss/ missing/ pilferage/ short occurred during transit AI-GATI shall not be liable any claims if the same is caused beyond the control of AI-GATI or its employee, or agents including force Majeure as explained in clause 12. AI-GATI liability will be the lower of :
    - (a) (i) In case of documents, Rs. 3000/- only
    - (ii) The reconstructions value of document is paid upto maximum of Rs. 3000/- or actual value of reconstruction whichever is lower
    - (b) In case of Non-documents the cost of repair / replacement / resale value or fair market value subject to a maximum of Rs.5000/-whichever is lower
  - 17) The maximum liability of AI-GATI excludes any consequential damages of whatsoever nature and loss or damage resulting for delay in transportation due to reasons beyond the control of AI-GATI or for any reason whatsoever.
  - 18) Any claim dispute against AI-GATI either by shipper or receiver shall be brought into notice of the nearest AI-GATI office in writing within 15 days of the booking or delivery along with supporting documents. However AI-GATI shall not entertain any claim if lodged beyond the period 15 days.
  - 19) In case of damages, short, pilferage the shipment should be available to the AI-GATI office for inspection. No claim for loss or damage will be entertained unless all transportation charges are paid in full.

The terms and conditions stipulated in this docket are in addition to a Special Contract if any dispute or difference arising from this docket shall be referred to Sole Arbitrator. AI-GATI shall be entitled to nominate sole arbitrator to adjudicate any dispute difference or claims. The venue of arbitration shall be at Secunderabad, A.P. only. All demands claims arising from this shipment shall be paid at 1-7-293, M.G Road, Secunderabad-500 003, A.P. and all demands by AI-GATI shall be deemed to have been made by AI-GATI, Secunderabad and any dispute, difference and claims arising out of this docket. AI-GATI shall initiate action for recovery of dues before the Secunderabad courts alone and the courts at Secunderabad alone shall have exclusive jurisdiction to adjudicate all claims.