Gati KWE (Retail / Paid) Kondapur 21-06-2017 (224 mm) GST
DOC : AD 91 R 21 6/2016_1st Copy SHIPPER_BACK MATTER

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21-6-2017
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MATTER

DOCKET TERMS AND CONDITIONS

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

1. **DEFINITIONS:**
   (a) GKEPL - "Gati-Kintetsu Express Private Limited"
   (b) 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.
   (d) NCV - Means No Commercial Value as declared by the Shipper.
   (e) Freight - means the basic freight only and shall exclude the other components e.g. HRR, taxes, other charges, etc.,
   (f) Instrument - means and includes cheque, Demand Draft and Pay order.
   (g) GKEPL Mile - refers to a coupon issued by GKEPL to the parties, which is not to be exchanged with cash in lieu of refund of freight and / or claim settlements.
2. **GKEPL is entitled to use any mode and route for transportation.**
3. **The docket is a contract between GKEPL and parties.**
4. **Declaration :-**
   I) The shipments entrusted by the parties to GKEPL is strictly booked on "SAID TO CONTAIN BASIS".
   II) The docket is issued strictly on the basis of declaration given by the parties. GKEPL shall not be responsible for any incomplete/ Inaccurate/ wrongful
   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) GKEPL shall not entertain any go-down bookings / delivery unless the "Declaration Form" available with the operating unit concerned is duly filled up along with necessary enclosures and handed to the authorized person.
   c) In the event of any discrepancy found by GKEPL 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.
5. **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) GKEPL 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 5 (a)].
   c) Parties hereby undertake to make good the loss to GKEPL 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 to incomplete documentation as a result other shipment(s) also get delayed resulting in a loss to GKEPL".
   d) GKEPL shall not be liable for any kind of damages to the goods caused due to improper and defective packaging of goods.
6. **Liabilities:-**
   a) The liability of GKEPL if any, in delay in delivery of shipment (subject to exceptions available) shall be to the extent of "Freight" only.
   b) The liability of GKEPL for the bookings of the shipments under GDTDC, GATI LAABH and GATI SECURE BOX is ₹ 5000/- (Rupees Five Thousand only), ₹ 10000/- (Rupees Ten Thousand only) and ₹ 15000/- (Rupees Fifteen Thousand only) respectively or declared value at the time of booking or cost of reconstruction whichever is lower, irrespective of value of the shipment.
   c) For the rest of the bookings under this Docket, GKEPL hereby restricts its liability through this docket to be ₹ 400/- (Rupees Four Hundred only) per kg subject to a maximum of ₹ 5000/- (Rupees Five Thousand Only) or costs of reconstruction, which ever is lower.
   d) In case Higher Risk charges are paid then GKEPL 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 GKEPL.
   e) GKEPL shall not be responsible for any consequential losses / damages / claims.
   f) When the value of the shipment is declared by the parties as NCV (No commercial Value), the liability of GKEPL shall be restricted to ₹100/- (Rupees One Hundred) only.
   g) GKEPL assumes no responsibility and/or liability in case material is outwardly intact at the time of effecting delivery. Lodging a claim for damage, shortage, 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 policy and procedure as defined by GKEPL
   h) Any value added service eg. COD/FOD/DOD etc on a nominal charge are provided without any sort of liabilities on our part whether civil or criminal as regards the contractual obligations and payment terms between the Shipper and Receiver or whomsoever it may concern.
   I) 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 GKEPL under any circumstances whatsoever. GKEPL 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. GKEPL 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.
   j) GKEPL shall not entertain any instruments unless specially instructed by shipper.
7. **Freight Refund:-**
   Freight Refund, if any, is applicable for Paid & FOD customers only. For contractual customers, special contract terms and conditions agreed by and between the parties shall prevail.
   a) The refund of freight may be entertained subject to Force Majeures such as strikes, Bandhs, Elections, Rains, Floods, Accidents, Festivals, other natural calamities and any other events beyond the control of GKEPL including the routine and / or sudden inspections carried out by the Authorities of the concerned departments such as, "GST", Customs, Gold Control, NDPS, Municipal, RTA and any other authorities competent to inspect goods along with vehicle, which is beyond control of GKEPL.
   b) The refund of freight is not applicable for the shipments booked under STANDARD Product.
8. **Payments :-**
   If the parties do not take delivery of the shipment due to any reason what so ever GKEPL 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 GKEPL at the original booking station or any other station.
9. **Statutory Payments:-**
   a) The parties are solely responsible for all payments if any, levied by the government or any statutory body etc., such as "GST" or any other tax levied from time to time.
   b) In the event of any shipment being held up by any statutory authority such as but not limited to "GST / Customs official, etc., GKEPL shall not be responsible for any kind consequential loss / freight refund. Further parties have agreed to make good the loss to M/s GKEPL, in case of any claims lodged on M/s. GKEPL by statutory authorities due to insufficient documents or wrongful declaration by the Parties /Shipper.
10. **LIEN:-**
    GKEPL shall have a right to general lien over all the shipments of the parties towards any dues payable to GKEPL
11. **CLAIMS :-**
    a) No claim shall be entertained by GKEPL 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 Input Tax Credit, GST Invoice copy and delivery challan etc. However M/s. GKEPL will extend cooperation if necessary enabling the Shipper to obtain the duplicate copy and settle their claims independently of payments to be made to GKEPL.
    c) GKEPL shall not entertain any claims arising out of decay / deterioration of material due to delay in delivery of consignment for any reason.
12. **Demurrage :-**
    In case, party fails to take delivery of shipment within 72 hrs from the date of tendering the shipment for delivery, a Demurrage / warehouse charges of 0.1% of the invoice value or Rs.0.25 paise per kg per day or Rs.125/- per day whichever is higher will be charged or such rates as may be fixed by GKEPL from time to time.
13. **GST :-**
    GST will be charged on total amount of the freight, including all other charges as per rules applicable. "GST" is payable as per the applicable rules being enforced from time to time by the authority concerned.
14. **Arbitration Input to be given by Legal Team :-**
    In case any dispute or difference shall arise between the parties during the term of this Agreement or after its termination or earlier termination, as to its meaning and construction or to any other matter on things arising directly or indirectly under this Agreement in such an event the same shall be referred to a sole Arbitrator to be appointed by Gati Kintetsu Express Pvt Ltd., by fast track procedure governed under the provisions of Arbitration & Conciliation Act, 1996 and Arbitration & Conciliation (Amendment) Act, 2015 or any statutory amendment/s thereof. The Seat/ venue of such arbitration shall be at Hyderabad in the state of Telangana, India and shall be conducted in English Language. The award of the Arbitrator shall be final and binding on the parties. The cost of arbitral proceedings and enforcement of award / interim relief shall be borne by the Customer
15. **SPECIAL ATTENTION TO THE PARTIES.**
    Besides the clauses stipulated here in, the rest of the terms and conditions of the docket shall be available on the web portal of the company www.gatikwe.com having free access to all concerned and binding.
    Notwithstanding the access to the web portal of the company by all concerned, the terms and conditions as mentioned therein shall bind the

State Code	State	GSTIN						
01	Jammu and Kashmir (JK)	01AADCG2096A1ZB	12	Arunachal Pradesh (AR)		24	Gujarat (GJ)	24AADCG2096A1Z3
02	Himachal Pradesh (HP)	02AADCG2096A1Z9	13	Nagaland (NL)		25	Daman and Diu (DD)	25AADCG2096A1Z1
03	Punjab (PB)	03AADCG2096A1Z7	14	Manipur (MN)		26	Dadar and Nagar (DN)	
04	Chandigarh (CH)	04AADCG2096A1Z5	15	Mizoram (MZ)	15AADCG2096A1Z2	27	Maharashtra (MH)	27AADCG2096A1ZX
05	Uttarakhand (UK)	05AADCG2096A1Z3	16	Tripura (TR)		29	Karnataka (KA)	29AADCG2096A1ZT
06	Haryana (HR)	06AADCG2096A1Z1	17	Meghalaya (ML)	17AADCG2096A1ZY	30	Goa (GA)	30AADCG2096A1ZA
07	Delhi (DL)	07AADCG2096A1ZZ	18	Assam (AS)	18AADCG2096A1ZW	31	Lakshwadeep (LD)	
08	Rajasthan (RJ)	08AADCG2096A1ZX	19	West Bengal (WB)	19AADCG2096A1ZU	32	Kerala (KL)	32AADCG2096A1Z6
09	Uttar Pradesh (UP)	09AADCG2096A1ZV	20	Jharkhand (JH)	20AADCG2096A1ZB	33	Tamilnadu (TN)	33AADCG2096A1Z4
10	Bihar (BH)		21	Odisha (OR)	21AADCG2096A1Z9	34	Punduchery (PY)	
11	Sikkim (SK)	11AADCG2096A1ZA	22	Chhattisgarh (CT)	22AADCG2096A1Z7	35	Andaman & Nicobar (AN)	35AADCG2096A1Z0
			23	Madhya Pradesh (MP)	23AADCG2096A1Z5	36	Telangana (TS)	36AADCG2096A1ZY
						37	Andhra Pradesh (AD)	37AADCG2096A1ZW