

**Gati KWE (Retail / Paid) Kondapur 21-06-2017 (224 mm) GST  
DOC : AD 91 R 21 6/2016\_1st Copy SHIPPER\_BACK 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) **Delivery** - means transfer of shipment to the consignee or destination about the arrival of shipment at the destination.
  - (b) **Carrier** - means Indian Express Private Limited
  - (c) **Parties** - means and includes Shipper, Receiver or their authorized representatives.
  - (d) **NCV** - means Non Commercial Value as declared by the Shipper.
  - (e) **Weight** - means the basic weight only and shall exclude the other components e.g. HRP, tapes, other charges, etc.
  - (f) **Insurence** - means and includes original, Demanded Draft and P&O order.
  - (g) **GMER, Value** - refers to a coupon issued by GMER, to the parties, which is not to be exchanged with cash in lieu of value of height and/or claim settlements.

- 2. GMER is entitled to use any mode and route for transportation.**
- 3. The docket is a contract between GMER, and parties.**
- 4. Declaration:-**
- (a) The shipper is authorized by the parties to GMER, as a duly bonded or bonded to CONTAIN BARGE.
  - (b) The docket is issued strictly on the basis of declaration given by the parties. GMER, shall not be responsible for any incomplete/inaccurate weight of parcels.
  - (c) The parties hereby declare that the shipment covered under the docket shall not include any contraband, hazardous, inflammable or prohibited articles as defined in various statutes & IATA Regulations.
  - (d) GMER, shall not undertake 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.
  - (e) In the event of any discrepancy found by GMER, in the weight declared by shipper and the actual weight of the shipment, the differential charges shall be calculated on the gross weight.
  - (f) \$2000, 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 compulsory, required along with accurate details of the Shipper / Receiver's name, address, contact details, telephone number, fax number, e-mail address, GST No. and other details as per statutory requirements.
  - (b) GMER, shall not be made responsible, liable in case of any delay in the delivery of the goods, if the necessary documents and no claims in absence of any nation shall be considered from the carrier's side and the reason for non-compliance shall be at the discretion of GMER.
  - (c) Parties hereby undertake to make good the loss to GMER, in case their shipment(s) cause damage to other shipment(s) loaded in the vehicle due to negligent nature and when it is proved to be the fault of the parties. GMER, in case of claim, shall not be held responsible for any incomplete/inaccurate documentation as well as other shipment(s) also get damaged / resulting in loss to GMER.
  - (d) GMER, shall not be liable for any kind of damage to the goods caused due to improper and defective packing of goods.

- 6. Liabilities:-**
- (a) The liability of GMER, is only in delivery of shipment (subject to exceptions mentioned below) to the extent of "Height" only.
  - (b) The liability of GMER, for the shipment under GTRDC, GATI LADDER 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 the Docket, GMER, liability is only in delivery of shipment to the extent of "Height" only, per kg subject to a maximum of ₹ 5000/- (Rupees Five Thousand Only) or cost of reconstruction, which ever is lower.
  - (d) In case lighter risks charges are paid then GMER, liability is the extent of actual cost of the shipment or the value declared by the parties or the actual loss suffered by the parties, whichever is lower / as per the documents submitted by GMER.
  - (e) GMER, shall not be responsible for any consequential losses / damages / claims.
  - (f) Where the value of the shipment is declared by the parties as NCV (Non Commercial Value), the liability of GMER, shall be restricted to: 100% (Rupees One Hundred per cent) of the NCV only.
  - (g) GMER, shall not be responsible for any loss or damage to the goods caused due to the negligence of the parties, including but not limited to, fire, theft, pilferage, breakage, leakage, etc. after taking delivery, shall not be held liable in any circumstances whatsoever, however, parties may insist upon delivery in case of shipment is damaged / damaged condition. To assess the loss, Party, by following the policy and procedure as defined by GMER.

Any value added service fee, COD/PDD/DOO etc. on a normal or large size provided without any sort of liability on our part whether call or ground as per the applicable rates.

State Code	State	GSTIN
01	Jammu and Kashmir (JK)	01AADCC2098A1Z8
02	Himachal Pradesh (HP)	02AADCC2098A1Z9
03	Punjab (PB)	03AADCC2098A1Z7
04	Chandigarh (CH)	04AADCC2098A1Z5
05	Uttaranchal (UK)	05AADCC2098A1Z3
06	Haryana (HR)	06AADCC2098A1Z1
07	Delhi (DL)	07AADCC2098A1Z2
08	Rajasthan (RJ)	08AADCC2098A1Z4
09	Uttar Pradesh (UP)	09AADCC2098A1Z6
10	Bihar (BH)	10AADCC2098A1Z4
11	Sikkim (SK)	11AADCC2098A1Z2A

State Code	State	GSTIN
12	Andhra Pradesh (AP)	12AADCC2098A1Z1
13	Nagaland (NL)	13AADCC2098A1Z1
14	Manipur (MZ)	14AADCC2098A1Z1
15	Mizoram (MZ)	15AADCC2098A1Z1
16	Tripura (TR)	16AADCC2098A1Z1
17	Meghalaya (ML)	17AADCC2098A1Z1
18	Assam (AS)	18AADCC2098A1Z1
19	West Bengal (WB)	19AADCC2098A1Z1
20	Jharkhand (JH)	20AADCC2098A1Z1
21	Odisha (OR)	21AADCC2098A1Z1
22	Chhattisgarh (CT)	22AADCC2098A1Z1
23	Madhya Pradesh (MP)	23AADCC2098A1Z1

regards the contractual obligations and payment terms between the Shipper and Receiver or addressee if any concern.

- 7. Freight Return:** If any is applicable for Paid & PDD customers only. For contractual customers, special contract terms and conditions agreed by and between the parties shall prevail over the terms and conditions of this Docket. The return of freight by the sender is subject to terms, conditions, and other instructions of the concerned department or any other station.
- 8. Payment:-**
- (a) The return of freight by the sender is subject to terms, conditions, and other instructions of the concerned department or any other station.
  - (b) The return of freight is not applicable for the shipments booked under STANDARDO Product.

- 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. GMER, shall not be responsible for any delay or consequential loss / freight related. Further parties have agreed to make good the loss to the Shipper, in case of any claim lodged on GMER, by statutory authorities due to negligent documents or wrongful declaration by the Parties Shipper.

- 10. CLAIMS:-**
- (a) No claim shall be entertained by GMER, for any loss, shortage, damage, non-delivery, overcharge, leakage, pilferage, etc. for the shipment unless a written claim is lodged within 7 days from the date of receipt of goods, subject to receipt of the Receipt/Delivery Note (RD).
  - (b) The parties shall be liable to submit a valid / correct / fair of any amount of claims including but not limited to the Credit / GST Invoice copy and delivery claim etc. However, if the GMER, will entertain a claim / necessary making the Shipper to obtain the duplicate copy and submit from claims independently of GMER, and the claim shall be subject to GMER,.
  - (c) GMER, shall not be liable for any loss or damage to the goods caused due to the negligence of the parties, including but not limited to, fire, theft, pilferage, breakage, leakage, etc. after taking delivery, shall not be held liable in any circumstances whatsoever, however, parties may insist upon delivery in case of shipment is damaged / damaged condition. To assess the loss, Party, by following the policy and procedure as defined by GMER.

- 11. Docketing:-**
- (a) Parties, shall be liable to the delivery of shipment within 72 hrs from the date of tendering the document for delivery at Demurrage / Warehouse charges of 0.1% of the value of the goods or Rs. 25 per day per cu meter / per sq meter whichever is higher or for cargo which is not to be loaded or unloaded within 72 hrs from the date to time.
  - (b) GST will be charged on total amount of the freight, including all other charges as per rates applicable. GST is payable as per the applicable rates being notified from time to time by the authority concerned.

- 12. Arbitration:** In case any dispute or difference arise between the parties during the term of the Agreement or after its termination or after termination, all to its existing and continuation or 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 Kwest Express Pvt. Ltd. by last track procedure mentioned under the provisions of Arbitration & Conciliation Act, 1996 and Arbitration & Conciliation (Amendment) Act, 2015 or any statutory amendments thereto. 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 arbitration proceedings shall be borne by the Shipper.

**13. SPECIAL ATTENTION TO THE PARTIES:**

Because the charges stipulated herein, in the rest of the terms and conditions of the docket shall be available on the web portal of the company [www.gatiretail.com](http://www.gatiretail.com) sharing the access to all concerned and sharing.

Notwithstanding the access to the web portal of the company by all concerned, the terms and conditions as mentioned therein shall bind the parties.

