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25-12-06
1st Copy
SHIPPER

AKP GENIUS, SuperBrand/Normal

DOCKET TERMS AND CONDITIONS

APPLICABILITY : The provision set out and referred to in this docket shall apply to all Multi-model transportation as described on the face of the docket of is contrary to the original intentions of the party, performed by one mode of transport only.

1. **DEFINITIONS :**
 - a) Delivery - means tender of shipment to the parties or intimation about arrival of shipment.
 - b) Parties - Parties means and includes SHIPPER, RECEIVER or their authorised representatives.
 - c) "Freight" referred to in the docket means the Hire Charges alone, for transportation and excludes the other components taxes, etc.
 - d) NCV - means no commercial values as declared by the parties
 - e) GATI MILES - Refers to a coupon not to be exchanged with cash issued by Gati to the parties in lieu of refund of freight and/or claims settlement.
- 2) Gati is entitled to use any mode and route for transportation
- 3) The docket is a contact between GATI Ltd and parties.
- 4) The terms and condition stipulated in this docket are in addition to the special contract, if any, between GATI and parties
- 5) Declaration :-
 - a) The docket is issued strictly on the basis of declaration given by the parties GATI shall not be responsible for any wrongful declaration.
 - b) 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.
 - c) Gati shall not entertain any godown bookings delivery unless the "Declaration Form" available with the operating unit is concerned duly filled up long with necessary enclosures and handed over the person concerned.
 - d) In the events of any discrepancy found by GATI in the weight declared by SHIPPER and the actual weight of any shipment, the differential charges shall be collected from the parties.
 - e) so also in the event of rate mentioned on the Docket is found to be less than the card rates/contracted rates, the differential rates shall be collected from the parties.
- 6) Documentation:-
 - a) Proper & complete documentation by the parties is compulsorily required along with accurate details of the SHIPPER /RECEIVER's name addresses telephone nos emails/ids and forms, permits, way bills invoices, STN(Stock Transfer Note) etc, as per the statutory requirements.
 - b) GATI shall not be made responsible/ liable in case of any deficiency in the documents/statutory requirements and no claim of grievance of ray nature shall be entertained if the same is arising out of the reasons mentioned herein above.
 - c) Parties hereby undertake to make good the loss to GATI in case their shipment (s) cause damage to other shipments 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 due to improper and incomplete documentation as a result other shipment(s) also get delayed resulting in a loss to GATI.
- 7) Assurance of Delivery :-
 - a) All shipments carry an "Assured date of delivery" The assurance is subject to the following
 - b) Date of arrival of shipment or first delivery attempt is considered as deemed delivery.
 - c) Electronic Items, Heavy items which cannot be scanned may undergo cooling for 24 hours and hence one day extra is applicable and added to the Transit Schedule This is applicable to only those shipment booked on priority service.
 - d) In case the assured date of delivery falls on any Sunday, Holiday, Political Bandh Day, the next working day will be treated as Assured date of delivery.
 - e) Delivery Assurance will not be applicable in case of accidents, Act of God, force majeure, floods, strikes, political bandh, acts of enemies of state and events beyond control of GATI
 - f) The Delivery of shipment would be made on payment of Freight Charges in case of "Freight on Delivery" (FOD), In case of cash on Delivery, (COD), Demand Draft on Delivery (DOD): shipment would be delivered only on receipt of the COD/DOD amount as specified by the SHIPPER.
- 8) Statutory Payments:
 - a) The Parties are solely responsible for all payments if any levied by the government or any statutory body etc such as octroi/entry tax service tax 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 sale Tax Excise Duty Customs Check post officials octroi and entry tax official etc. Gati shall not be responsible for any consequential loss/ freight refund Further parties have agreed to make good the loss to M/s. Gati Limited in case of any claims being lodged on M/s Gati Limited by statutory authorities due to insufficient documents of wrongful declaration by the shipper.
- 9) Liabilities:-
 - a) The Liability of Gati if any in delivery of the shipment (subject to exceptions available) shall be to the extent of freight only
 - b) "GATI" hereby restricts its Liability through this docket to be Rs. 400/- (Rupees Four hundred only) per kg subject to a maximum of Rs.5000/- (Rupees five thousand only) or cost of reconstruction which ever is lower, in case Additional Risk Charges are not paid by the parties to GATI
 - c) In case Additional risk charges are paid than GATI is liable to the extent of actual cost of the shipment or the value declared by the parties (which ever is lower) or the actual loss suffered by the parties as per the documents issued by GATI.
 - d) GATI shall not be responsible for any consequential losses/claims.
 - e) When the value of the shipment is declared by the parties as NCV (no commercial value) the liability of GATI shall be restricted to Rs.100/- (One Hundred only) only.
 - f) GATI assumes no responsibility and / or liability in case material is outwardly intact at the time of affecting delivery. Lodging a claims for damage shortages, breakage, leakage, pilferage, etc., after delivery will 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 due process of law and the policy and procedure as defined by M/s. GATI LIMITED.
 - g) 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 obligation and payment terms between the SHIPPER and RECEIVER or whomsoever it may concern.
 - h) "In 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 GATI in any circumstances whatsoever. GATI is in no way responsible for fraud etc., on part of the parties as regards the payment of the value of the shipments. GATI 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.
- 10) FORCE MAJEURE :-

GATI shall not be liable for any loss or damage to the shipment if it is caused :-
 Due to act of God, act of Kings enemies, inherent vice of the goods, SHIPPER fault, fraud of the owner/ SHIPPER/ RECEIVER of the goods defective packing or by Government officials in discharge of their official duties such as Customs/Taxation/Control inspection of nature of the shipment defects, characteristics etc., of Force Majeure occurrence of any cause reasonably beyond the control of GATI including but not limited to the loss or damage to the shipment caused through strikes, riots, political and other disturbances, fire, accident of the vehicle carrying the goods, explosions, extremist act looting/robbery/hijacking, bandh, floods etc either on national highways or any other route, beyond the control of GATI.

It is hereby agreed that, in the event if the Consignment is of a special nature such as ice cream, medicine, vaccine, photo-film, etc., the same should be brought to the notice of the carrier in writing and the special instructions with regard to the preservation of the same should also be informed to the carrier in writing.

GATI shall not liable if the shipment is lost/damaged/delayed due to the external intervention by any agency or due to the policy of the Government or sovereign Act or due to any defect, infirmity, ordinary decay or deterioration of the shipment in course of transit for any reasons beyond the control of GATI or in other words over which GATI has no control and against which GATI cannot take guard, it shall not be held responsible for such loss/ damage/ delay including any consequential loss.

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, Bandh, Elections, Rains, Flood, Accidents, Festivals other natural calamities and any other events beyond the control of GATI 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 along with vehicle, which is beyond control of GATI.
- b) Freight Refund, as explained above if any, must be claimed in written along with original POD (Proof of Delivery) within 3 months from the date of delivery no claim will be entertained in lieu of original POD and after 3 month from the date of delivery.
- c) A coupon termed as GATI MILE will be issued by GATI to the parties in lieu of refund of freight and or claim settlement as per the terms and conditions printed on coupon itself.
- d) No deduction from invoices will be allowed on account of any reason, including non submission of POD's claim settlement etc.

Payments :-

- a) The Party shall pay the freight and other charges within 15 days from the date of submission of invoice in case of non payment of invoice amount within stipulated time parties shall be liable for payments of interest at the rate of 2% per month.
- b) If the parties do not take delivery of the shipment due to any reason what so ever GATI shall rise bill to the parties towards the transportation and other charges in terms of contract and the parties shall be liable to pay all the dues payable to GATI at the original booking station to any other station
- c) Gati shall not attach any POD's with the invoices as scanned image of all POD's is available on www.gati.com for a period of 6 months from the date of delivery.
- d) No deduction from invoices will be allowed on account of any reason, Including non-submission of POD's delay claim settlement etc.

LIEN:

GATI shall have a right to general lien over all the shipment of parties towards any dues payable to Gati.

CLAIMS :-

- a) No claim shall be entertained by Gati for any loss of shortage , damage non delivery breakage,pilferage, etc for the shipment unless a written claim is lodged with in 30 days from the date of docket.
- b) The parties shall not be entitled to deduct / adjust/set off any amount of claims including for loss of CENVAT copy and delivery challan etc. However M/s. GATI Limited will extend cooperation if necessary enabling the shippers to obtain the duplicate copy and settle their claims independently of payments to be made to Gati.
- c) In the event of any claim arising out of shipments booked in Gati Saver subject to any exceptions available under law. M/s. Gati will be liable only to the extent of Rs.100/- per docket or the value declared by the parties (Whichever is lower) No consequential loss can be claimed.
- d) Gati shall not entertain any claims arising out of decay/deterioration of material due to delay in delivery of consignment for any reason.

Unclaimed Goods :-

If the shipment is not accepted by the parties when tendered for delivery for any reason. GATI shall be entitled to send the shipment to unclaimed goods department to proceed with sale of shipment to realize all dues by issuing due notices before putting the shipment for public auction.

Demurrage :-

In case party fails to take delivery of shipment within 48 hrs from the date of tendering the shipment for delivery, a Demurrage / warehouse charges of 0.1% of the invoice value per day or Rs.125/- whichever is higher will be charged or at such rates as may be fixed by GATI from time to time.

TDS Exemption :

GATI is exempt by the Government from TDS on "INVOICE", hence no TDS to be deducted. A copy of the TDS exemption certificate will be provided to parties if required.

SERVICE TAX :-

Service Tax will charged on total amount of the freight, including all other charges as per rules applicable. Service Tax is payable as per the Applicable rules being enforced from time to time by the authority concerned.

Arbitration :-

- a) "The business operations of GATI are decentralized and operational autonomy has been provided to respective operational zones based on geographical coverage. Operational Empowerment and responsibility rests with the respective Zonal Heads on exclusive basis for performance of all obligations Gati under this Docket. The directors of GATI are not directly concerned with day to day operation of the decentralized zones and matters connected therewith including performance of obligations of GATI under this Docket for which exclusive responsibility rests as aforesaid with the Zonal Heads".
- b) All demand claims arising from the docket shall be paid at registered office situated at 1-7-233, M.G. Road, Secunderabad - 500 003, A.P. and all demands by GATI shall be deemed to have been made by GATI Secunderabad and any dispute, difference and claims arising out of this docket, GATI shall intimate action shall be recovery of dues before Secunderabad court alone and shall have exclusive jurisdiction to adjudicate all claims.
- c) Any dispute or difference arising shall be referred to an arbitrator. GATI shall be entitled to nominate a sole arbitrator to adjudicate any dispute differences or claims. The venue of arbitration shall be at Secunderabad Court only.

CALL FREE No. : 180-0-180-4284 (gati)