

This shipment is accepted by Ryal Logistics Private Limited by its employees and agents referred to collectively hereinafter as "RLPL", subject to the terms and conditions set out hereunder.

1. THE WAYBILL

1.1. The RLPL Waybill is non-negotiable and the shipper acknowledges that it has been prepared by the shipper or by RLPL on behalf of the Shipper.

1.2. The responsibility of RLPL for a shipment accepted under a Waybill ceases when the consignee acknowledges the receipt of the shipment by affixing his signature on the Return to Origin copy and/or the delivery sheet.

1.3. All shipments under the Waybill are carried at Owner's risk.

2. SHIPPER'S OBLIGATION AND ACKNOWLEDGEMENT

2.1. By tendering materials for shipments via RLPL, it is deemed that the shipper agrees to the terms and conditions stated therein.

2.2. The shipper warrants that he is the owner or the authorised agent of the owner of the goods transported hereunder, and that the shipper hereby accepts RLPL terms and conditions for itself and/or as an agent for and on behalf of any other person having any interest in the shipment.

2.3. The SHIPPER warrants that each article in the shipment is properly described on this Waybill and it does not contravene the provisions of the Indian Post Office Act or any other law for the time being in force and has not been declared by RLPL to be unacceptable for transport as specified under Section 12 below and that the shipment is properly marked and addressed and packed to ensure safe handling. The Shipper agrees that RLPL and/or its Service Provider have a right to contact shipper/consignee for the purpose of feedback or any query related to the Shipment on the Contact details provided by Shipper.

2.4. The shipper shall be solely liable for all costs and expenses (which shall without limitation include GST taxes and import duties related to the shipments and for costs incurred either in returning the shipment to the shipper or warehousing the shipment pending such return.

2.5. The shipper accepts the condition that the shipment is being carried by RLPL from point of rendering only up to the address shown on this Waybill and, in case this shipment has to be rerouted/redirected/returned for any reason whatsoever, the shipper shall pay in advance all charges levied by RLPL for such rerouting/redirection/return as per the normal schedule of RLPL, as also any GST Taxes, Import duties etc. applicable thereon. RLPL will hold such shipments at Destination mentioned on the Waybill for maximum period of 10 days from the date of shipment. Thereafter, RLPL reserves the right to destroy the shipment without informing the shipper, and the shipper indemnifies RLPL against any claim or liability.

2.6. GST (Goods & Service Tax) E-way bill is an electronic waybill for movement of goods which Government is planning to introduce to generate from GSTN (common portal). The Shipper should ensure compliance as prescribed under GST based on consignment value with effective date of roll out by Government. Any non-compliance in generation of E-way bill by Shipper may result in delay in delivery/non-delivery of shipments booked.

2.7. GST shall mean any of the 'Central Goods and Service Tax Act' (CGST) or 'Integrated Goods and Service Tax Act' (IGST Act) or 'State Goods and Service Tax Act' (SGST Act) or 'Union Territory Goods and Service Tax Act' (UTGST Act) as may be applicable including Rules/amendments notified thereunder from time to time.

2.8. Packing of the material rendered for the shipment is the responsibility of the shipper, including placement of such material inside the container, if any, supplied by RLPL, notwithstanding anything else in these terms and conditions.

3. RLPL RIGHT OF INSPECTION OF SHIPMENT

3.1. RLPL has the right but not the obligation to open and/or inspect the shipment.

3.2. RLPL reserves the right to refuse shipments not conforming to these terms and conditions without assigning any reason whatsoever.

4. INSURANCE

4.1. While RLPL has developed a sophisticated tracking system for all shipments carried in the network and has experienced manpower to handle all shipments, the Shipper may, if he so desires, insure his shipments at his own costs.

5. TAXES

5.1. All taxes such as GST and other statutory payments levied on the shipments are to be borne by the CONSIGNEE and in his absence the same will be borne by the SHIPPER. RLPL will not extend any credit for GST and other statutory charges.

6. CHARGEABLE WEIGHT

6.1. Every shipment shall be charged by its chargeable weight, as defined hereunder, and not the actual weight. The chargeable weight shall be the higher of

a. The actual weight rounded off to the next higher half kg or one kg as per the rate category agreed to, or

b. The volume weight similarly rounded off as in (a) above.

6.2. Volume weight of the shipment, in kilograms, is its gross cubic volume in cubic centimeters divided by 5000.

c. LIEN ON GOODS SHIPPED

7.1. THE SHIPPER acknowledges RLPL's right of lien on its shipments for any outstanding freight, any other applicable charges, Central, State and Local taxes, duties, levies, advances arising out of transportation and warehousing services, whether pertaining to past or present outstanding, in respect of any or all shipments carried under this Contract and may refuse to surrender possession of the shipments until all such charges are paid.

7.2. Further, if such charges are not paid to RLPL within 10 days, then RLPL may store the goods at the defaulting SHIPPER'S/CONSIGNEE'S own risk.

7.3. RLPL further reserves its right to sell the goods by public auction, tender, private agreement or otherwise or even destroy the goods without prejudice to RLPL's other

legal remedies to recover its costs, charges and expenses, if the charges as indicated aforesaid are not paid by the SHIPPER/CONSIGNEE within 10 days.

7.4. RLPL does not carry any perishable goods. However, in case of perishable goods, RLPL shall have the right to dispose off/sell the goods immediately and without any notice and the SHIPPER shall keep RLPL indemnified against all claims, charges and expenses incurred by RLPL due to such perishable goods entering into the network of RLPL.

7.5. If CONSIGNEE refuses delivery or to pay on delivery, or the Shipment is deemed to be unacceptable, or it has been undervalued for customs/GST purposes, or consignee cannot be reasonably identified or located. RLPL shall use reasonable efforts to return the Shipment to the SHIPPER at Shipper's cost, failing which the Shipment may be released, disposed off or sold by RLPL without incurring any liability whatsoever to the SHIPPER or anyone else. The proceeds shall be applied against service charges and related administrative costs and the balance of the proceeds of a sale to be returned to SHIPPER after adjusting outstanding dues, if any.

d. LIMITATION OF LIABILITY

8.1. Without prejudice to Section 9 and Section 10, the liability of RLPL for any loss or damage to the shipment (which terms shall include all documents or parcels consigned through RLPL), shall be the lowest of

- a. ₹ 5,000/- or
- b. The amount of loss or damage to the document or parcel actually sustained for Shipments which are not insured as mentioned below and the actual value of the document or parcel so determined will be without regard to the commercial utility or special value to the shipper.
- c. The actual value of the document or parcel shall be ascertained by reference to the cost of preparation or replacement/reconstruction value at the time and place of shipment, but under no circumstance shall exceed ₹ 5,000/-.

8.2. In the event of any loss or damage to shipments, which are insured by the SHIPPER, RLPL may at the request of the SHIPPER, issue loss/damage/shortage Certificate with the sole purpose of enabling the SHIPPER to lodge insurance claim with its Insurance Company. The SHIPPER agrees and acknowledges that the Loss/Shortage/Damage Certificate will be issued by RLPL, without admission of any claim and that RLPL shall be discharged of all liabilities, if any arising out of the shipment on acceptance of the Loss/Damage/Shortage certified by the SHIPPER.

e. CONSEQUENTIAL DAMAGES EXCLUDED

9.1. RLPL SHALL NOT BE LIABLE IN ANY EVENT FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES OR OTHER DIRECT OR INDIRECT LOSS HOWSOEVER ARISING, WHETHER OR NOT RLPL HAS KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, PROFITS, INTEREST, UTILITY OR LOSS OF MARKET.

f. LIABILITIES NOT ASSUMED

10.1. In particular, RLPL will not be liable for any loss or damage to the shipment or a delay in picking up or delivering shipment if it is:

- a. Due to acts of God, force majeure occurrence of any cause reasonably beyond the control of RLPL, or loss and damage caused through strikes, riots, political and other disturbances such as fire, accident of the vehicle carrying the goods, explosions, beyond the control of RLPL for the goods that are carried by RLPL.
- b. Caused by:
 - i. The act, fault or omission/commission of any act of the SHIPPER/the CONSIGNEE or any other party claiming an interest in the shipment (including violation of any terms or conditions thereof) or any other person.
 - ii. Carriers such as Airlines, or Airways not adhering to schedule for any reason whatsoever.
 - iii. Government officials in discharge of their official duties such as Customs/GST inspection etc.
 - iv. The nature of the shipment or any defects, characteristics, inherent vice, thereof.
 - v. Electrical or magnetic injury, erasure or other such damages to Photographic images or recording in any form.

10.2. Notwithstanding what is stated above, whilst RLPL will endeavor to exercise its best efforts to provide expeditious delivery in accordance with its regular delivery, RLPL WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR DELAY IN PICK UP, TRANSPORTATION OR DELIVERY OF ANY SHIPMENT REGARDLESS OF CAUSE OF SUCH DELAYS.

10.3. No liability is assumed for any errors and/or omissions in any information/data which is imparted in respect of the shipment travelling under the Waybill.

10.4. The SHIPPER indemnifies RLPL against loss, damages, penalties, actions, proceedings etc. that may be instituted by any Government Officials in discharge of their official duties including but not limited to Customs/GST inspection etc.

10.5. Shipper agrees to indemnify BD and keep BD indemnified at all times against any and all liability, damages, loss which BD incurs or may incur due to breach of any obligations required to be done by the Shipper under the Provisions of "GST Acts".

g. CLAIMS

11.1. Any claim must be brought by the shipper and delivered in writing to the office of RLPL nearest to the location at which the shipment is accepted within 30 days of the date of such acceptance. No claim can be made against RLPL beyond this time limit.

11.2. No claim for loss or damage will be entertained until all charges have been paid. The amount of any such claim will not be deducted from any transportation charges owed to RLPL.

h. MATERIALS NOT ACCEPTABLE FOR CARRIAGE

Except as per written agreement between SHIPPER and RLPL, RLPL will not carry materials as under.

- a. Classified as hazardous material, dangerous goods, prohibited, banned or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), any applicable government department or other relevant organization.
- b. Not permitted by the laws/rules/restrictions in force or no customs declaration is made when required by applicable customs regulations and/or any other relevant laws.
- c. RLPL decides it cannot transport an item safely or legally (such items include but are not limited to animals, bullion, currency, bearer negotiable instruments, share certificates and blank shares, precious metals and stones, firearms or parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs). Details available in all RLPL offices on request and also available on the website www.ryal.in

NOTE: ALL DISPUTES & CLAIMS ARE SUBJECT TO THE EXCLUSIVE AND IRREVOCABLE JURISDICTION OF COURTS IN MUMBAI ONLY