

STANDARD TRADING CONDITIONS

SARJAK CONTAINER LINES PVT. LTD.

1. Definitions and Application

In these Conditions:

“Company” means Sarjak Container Lines

“Customer” means the person with whom the Company contracts for the carriage of merchandise, arranges for the carriage of merchandise, or for whom the Company undertakes any business or provides advice, information, or services.

“Owner” means the owner of the goods (including any packaging, containers or equipment) to which any business concluded under these Conditions relates and any other person who is or may become interested in them.

2. General Conditions

2.1 All business undertaken and services provided, whether gratuitously or not, by the Company are subject to the Conditions hereinafter set out. No other terms or conditions shall apply to the arrangements provided for under these Conditions. Should the customer wish to contract with the Company otherwise than subject to these Conditions, special arrangements may be made and revised prices quoted, provided that such arrangements shall only apply if made in writing and signed by a director or the secretary of the Company. Save as aforesaid, no agent or employee of the Company has the Company’s authority to waive or vary these Conditions.

2.2 If any legislation is compulsorily applicable to any business undertaken, these Conditions shall, as regards such business, be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be overridden to that extent and no further.

2.3 The Company may act as a freight forwarder and, subject to the following provisions, shall be entitled to arrange all or any of the carriage, storage, packing or handling of the goods, or any other services required by the Customer, as agent on behalf of the Customer, or to provide all or any part of such services as principal.

2.4 When acting as an agent, the Company does not make or purport to make any contract with the Customer for the carriage, storage, packing or handling of any goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing services by establishing contracts with third parties so that direct contractual relationships are established between the Customer and such third parties.

2.5 To the extent that the Company itself by its own servants performs all or any part of the carriage, storage, packing or handling of the goods, or any other services required by the Customer, the Company shall be deemed to provide such services, or the part so performed, as principal contractor.

2.6 Where the Company:

- (A) holds itself out to the operator of a regular line or service over the route, or part of the route, on which the goods are to be carried; and
- (B) also accepts instructions for the carriage of the goods by that line or service:

The Company shall (except where the Company procures a bill of lading or other document evidencing a contract of carriage between a carrier, or shipowner, whether or not named in the bill of lading, and the Customer or Owner) be deemed to provide such carriage or part thereof as principal contractor, provided always that the Company may provide other services to the Customer or Owner, and those services may be provided by the Company as agent or as principal depending upon all the circumstances, but always subject to the provisions of these Conditions.

- 2.7 Except to the extent set out in Clause 2.6, the Company shall be deemed to be acting as agent in any case where the Company enters into a contract with any other person for the carriage, storage, packing or handling of the goods or for any other services in relation thereto and such contract is capable and such contract is capable of being enforced by the Customer or Owner as principal, whether or not the Customer or Owner is named or disclosed as principal by the Company.
- 2.8 The charging or agreement to charge a fixed price for any services shall not of itself determine whether the Company arranges such service as agent or provides the same as principal.
- 2.9 Unless given express instructions in writing by the Customer which instructions are accepted in writing, the Company reserves to itself absolute discretion as to the means, route, and procedure to be followed in the handling, storage, and transportation of goods, Further, the Company reserves to itself the right to deviate from agreed instructions at any stage should it believe such deviation to be in the Customer's best interests or it is otherwise expedient to do so and any such deviation is done at the sole risk of the Customer.
- 2.10 Until the forwarding or delivery of goods, the Company may store the goods at its sole discretion and the cost of such storage shall be for the account of the Customer.
- 2.11 The Company shall not be obliged to make any declaration of value (where option) for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery, unless expressly instructed by the Customer in writing, and then only if agreed in writing by the Company.
- 2.12 The Company shall be liable for any duties, taxes, imposts, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with the goods and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by the Company in connection therewith.
- 2.13 The Company may sell or otherwise dispose off perishable goods which are not immediately taken up upon arrival or which are incorrectly addressed or marked or not readily identifiable without references to the Customer. Any charges or expenses arising from such sale or disposal shall be paid by the Customer. Payment of any moneys so received after deduction of charges and expenses shall be equivalent to delivery.
- 2.14 The Company may sell or otherwise dispose non-perishable goods which in the opinion of the Company cannot be delivered either because they were insufficiently or incorrectly addressed or because they have not been collected by a consignee upon the giving 14 days' notice in writing to the Customer. Any charges or expenses arising from such sale or disposal shall be paid by the Customer. Payment of any moneys so received after deduction of charges and expenses shall be equivalent to delivery.
- 2.15 All goods (and documents relating to goods) shall be subject to particular and general lien and right of detention for moneys due in respect of such goods including any brokerages, commissions, allowances and other remuneration customarily retained by or paid to forwarding agents (or freight forwarders) or for any particular or general balance or other moneys due from the Customer to the Company. If any moneys due to the Company are not paid within 14 days after notice has been given to the person from whom the moneys are due that such goods are being detained, they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of such person, and the proceeds applied in or toward satisfaction of such

indebtedness and the Company will not be liable for any deficiencies or reduction in value received on the sale of the goods nor will the Customer be relieved on the sale of the goods nor will the Customer be relieved from liability merely because the goods have been sold.

3. The company as agent

3.1 The Company in Clause 3 apply where and to the extent that the Company in accordance with Clause 2, acts as agent (whether forwarding agent or otherwise) on behalf of the Customer and shall apply in addition to Clause 2. When the Company so acts, the Customer expressly authorises the Company to enter into contracts on behalf of the Customer:-

- (A) for the carriage of goods by any route or means or carrier or person whatsoever;
- (B) for the storage, packing, trans-shipment, loading, unloading or handling of the goods by any person at any place or places and for any length of time; and
- (C) to do such acts as may be necessary or incidental thereto at the reasonable discretion of the Company, and to depart from the Customer's instructions in any respect, if in the opinion of the Company, it is necessary or desirable to do so in the Customer's interest. The Customer expressly authorises the Company to do such acts and enter into such contracts on behalf of the Customer so as to bind the Customer by such acts and contracts in all respects, notwithstanding any departures from the Customer's instructions as aforesaid.

3.2 The Company shall be entitled to delegate the performance of any of its obligations as agent to any of its parent, subsidiary or associated companies, or to any other person, firm or company. The Contract between the Customer and the Company is made by the Company on its own behalf, and also as agent for and on behalf of such parent, subsidiary or associated company, and such company shall be entitled to the benefit of these Conditions. The Customer will not seek to impose upon such company a liability greater than or additional to that accepted by the Company under these Conditions.

3.3 Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, goods may be forwarded or otherwise dealt with, at the Customer's risk.

4. The company as principal contractor

4.1 The Conditions in Clause 4 apply where and to the extent that the Company, whether in accordance with Clause 2 or otherwise, acts as principal contractor and shall apply in addition to Clause 2.

4.2 The Company is not a common carrier and transacts business only on the basis of these Conditions.

4.3 When acting as a principal contractor, the Company shall be entitled to rely upon all the provisions of these Conditions, unless and to the extent only these Conditions conflict with any special arrangements made in writing pursuant to Condition 2 above, or to the extent only that these Conditions are repugnant to any compulsory applicable legislation.

4.4 Where the Company or any sub-contractor employed by the Company is the "carrier" under contract subject to legislation compulsorily applicable thereto, the Company shall be entitled to all the rights, immunities, exceptions and limitations conferred on the carrier by such legislation, and if any of these Conditions are repugnant to any such legislation, the same shall be void to the extent to such repugnance but no further.

5. Warranty and indemnity

5.1 The Customer warrants that he is either the Owner of, or the authorised agent in respect of, the goods to which any business relates, and further warrants that he is authorised to accept and does accept these Conditions not only for himself but also for and on behalf of the Owner of the goods and all the persons who are or may hereafter become interested in the goods.

5.2 The Customer warrants that all goods have been properly and sufficiently packed and/or prepared, except

where the Company is instructed in writing to pack the goods and the Company has and accepts no liability for goods which were damaged as a result of improper or insufficient packing or preparation, no matter how the damage is caused.

5.3 Unless the Company has accepted instructions as principal to load the goods on to containers, trailers, flats, tilts, railway wagons, tanks, igloos, or other units constructed for the carriage of goods (hereinafter referred to as “transport units”) the Customer warrants:-

- (A) that the transport unit has been properly and competently loaded;
- (B) that the goods are suitable for carriage in or on the transport unit;
- (C) that the transport unit is in a suitable conditions to carry the goods loaded therein; and
- (D) that the Customer shall indemnify the Company for any loss the Company suffers as a result of the Customer’s failure to comply with the terms of this Clause 5.3.

5.4 The Customer warrants to furnish the Company with accurate descriptions, values, and other particulars, where applicable, for the provision of such information by the Company for Customs, Consular and other persons and the Customer undertakes to indemnify the Company against all losses, damages, expenses, and fines whatsoever arising from any inaccuracy or omission even if such inaccuracy or omission is not due to any negligence. The Company shall have no liability for any inaccuracy or omission.

5.5 The Customer will hold harmless and keep the Company indemnified for and against:

- (A) all liability, loss, damage, claims, costs, demands and expenses whatsoever (including, without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by an authority in relation to goods carried) arising out of the Company acting in accordance with the Customer’s instructions or arising from any breach by the Customer of the warranties contained in Clause 5 of these Conditions of from the negligence of the Customer, and
- (B) without derogation from Clause 5.1 above, any liability incurred or assumed by the Company when by reason of carrying out the Customer’s instructions the Company has or may become liable to any other party.

6. Quotation and payment

6.1 Estimates and quotations are given on the basis of immediate acceptance and are subject to withdrawal or revision. Unless otherwise agreed in writing, the Company shall be at liberty at any time to revise quotations or charges with or without notice in the event of changes outside the Company’s control occurring in currency exchange rate, rates of freight, insurance premiums or any charges applicable to the goods.

6.2 The Customer shall pay to the Company by whatsoever method agreed all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off. Payment to the Company is due as soon as an invoice has been rendered.

6.3 Should the Company be instructed to collect freight duty, charges or other expenses from any person the Customer shall remain responsible and shall forthwith pay for the same or any balance thereof plus any interest if the Company is not fully paid by such other person immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off. This Clause 6.3 shall apply if Inter-alia the goods are refused by a consignee or confiscated by the Customs or other authorities or for any reason it is in the opinion of the Company impossible to arrange for the delivery of the goods.

6.4 The Company may request an advance to cover fees, duties, and taxes.

6.5 The Company shall be entitled to interest on all overdue amounts from the date such accounts are overdue until payment thereof on monthly bases at 5% per month(compounded monthly).

7. Delivery Documentation

Every consignment of goods shall (except as otherwise agreed in writing) be accompanied by a consignment note or be the subject of correspondence clearly identifying the consignment. The Company shall, if so required, sign a document prepared by the Customer acknowledging the receipt of the goods but no such document shall be evidence of the condition or of the correctness of the declared nature, quantity or weight of the goods at the time it is received by them. The Customer warrants that the description and particulars of any goods furnished by or on behalf of the Customer are accurate.

8. Insurance

No insurance shall be effected by the Company in respect of the goods except upon express written instructions from the Customer and all insurance so effected are subject to the usual exceptions and conditions of the policies of the Insurance Company or Underwriters taking the risk. The Company shall be under no obligation to effect a separate insurance on each consignment and has absolute discretion to refuse to take out any Insurance whatsoever. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability whatsoever.

9. Dangerous and valuable goods

9.1 Except under special arrangement previously made in writing:

- (A) The Company will not accept or deal with any noxious, dangerous, hazardous, inflammable or explosive goods or any goods likely to cause damage; and
- (B) The Customer warrants that its goods are not goods (or consist of goods) included in the Dangerous Goods (classification) Regulations or any modification thereof and the IATA Dangerous Goods Regulations prevailing at the time the Company confirms acceptance of the Customer's instructions, nor are they goods of comparable hazard, nor are they goods (or consist of goods) otherwise likely to cause damage.

9.2 Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing, he shall be liable for all loss or damage whatsoever caused by or to or in connection with the goods however arising and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time. If such goods are accepted under arrangements previously made in writing, they may nevertheless be so destroyed or otherwise dealt with on account of risk to other goods, property, life or health without any liability to the Customer or the Owner at the sole discretion of the Company or any other person in whose custody or control they may be at the relevant time, though the Company will, where reasonably practicable, contact the Customer in advance. The expression "goods likely to cause damage" includes goods likely to harbour or encourage vermin or other animals.

9.3 Except under special arrangements previously made in writing, the Company will not accept or deal with bullion, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods, otherwise than under special arrangements previously made in writing, the Company shall be under no liability whatsoever for or in connection with the goods however caused.

10 Liability and limitation

10.1 Notwithstanding any provision in these conditions and for the avoidance of doubt, the Hague-Visby rules shall apply to these Conditions in the following circumstances:-

- (A) where they are compulsorily applicable by operation of law; or

(B) where they afford the Company defences, or more effective defences or limitations upon its liability, than otherwise available to the Company under these Conditions.

10.2 The Company shall not be liable to the Customer or Owner for any loss or damage, howsoever caused, unless the same is due to the wilful neglect or default of the Company. The remaining provisions of Conditions 10 are to be read strictly subject to this overriding provision.

10.3 The Company shall be relieved of liability for any loss or damage if and to the extent that such loss or damage is caused by:-

- (A) strike, lock-out or stoppage of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence; and
- (B) any event which the Company is unable to avoid and the consequences of which the Company is unable to prevent by the exercise of reasonable diligence.

10.4 Without prejudice to any other provisions of these Conditions, the Company shall be discharged from its liability to perform its obligations hereunder if it determines in its absolute discretion that by reason of any of the events or occurrences listed below, it shall be impossible or impracticable to perform such obligations:-

- (A) act of God, fire, accident, inclement weather;
- (B) war (whether declared or not), hostilities, riots, civil commotion, insurrections or malicious damage;
- (C) requisition order, control, direction, intervention or requirement by or of any government or body acting under the authority of any government;
- (D) cessation, curtailment or interruption of fuel, power, water or any other essential services;
- (E) any other cause whatsoever (whether or not of a similar kind to the foregoing (A) to (D) not within the control of the Company.

10.5 The Company shall not be liable to the Customer or Owner for loss or damage arising from any non-compliance or miscompliance with the Customer's or Owner's instructions or for any failure to perform whether wholly or in part their obligations (whether such obligations arise in contract or otherwise) unless the same is due to the wilful neglect or default of the Company of its employees.

10.6 The Company accepts no liability for departure or arrival dates of goods.

10.7 In no case whatsoever shall the aggregate liability of the Company, however arising, and notwithstanding that the cause of loss or damage be unexplained, exceed:-

- (A) the value of the relevant goods; or
- (B) Two (2) SDR per kilogramme of gross weight of the goods lost or damaged; or
- (C) Six Hundred Sixty and Cents Sixty. Seven (666.67) SDR per event or events arising from a common cause, whichever shall be the least.

The SDR referred to in this clause is the Special Drawing Right defined by the International Monetary Fund.

11. Notice of claim

11.1 Any claim by the Customer or Owner against the Company shall be made in writing and notified to the Company:-

- (A) In the case of damage to the goods, within Seven (7) days after the end of the transit;
- (B) In the case of delay in delivery or non-delivery, within Fourteen (14) days of the date when the goods should have been delivered; and
- (C) In any other case, within Fourteen (14) days of the event giving rise to the claim.

12. Completion of transit

12.1 The transit shall (unless otherwise previously determined) be deemed to be at an end:-

- (A) in the case of merchandise to be delivered to the Customer's premises by a road vehicle of the Company, when it is tendered at the place of delivery, as defined by Condition 12 hereof, within the customary hours of the Company for delivery in the district or at such other times as may be agreed between the Company and the Customer;
- (B) in the case of merchandise not to be delivered to the Customer's premises, or consigned to premises to which there is no serviceable road or adequate approach, or to be kept until called for or awaiting order or in the case of merchandise to be delivered by vessel to premises under the control and management of the Company, at the expiration of one clear day after notice or arrival is given in writing (or by telephone if so agreed in writing) to or at the address notified in advance to the Company by the Customer;
- (C) in the case of merchandise to be carried by vessel to a wharf not under the control or management of the Company:-
 - (i) when the vessel is placed alongside the wharf, or at the place where, by arrangement, the Customer takes delivery; or
 - (ii) if the consignee is prevented from taking delivery through the act or omission of the Company, when the cause which has prevented him from taking delivery has been removed and either the merchandise is delivered in accordance with paragraph (C)(1) of this Condition or on the expiration of one clear day after receipt by the consignee of notice in writing (or by telephone if so agreed in writing) that the Company is ready and willing to deliver, whichever be the earlier; or
- (D) in any other case when delivery takes place.

13 Indemnity Bond for transportation of Goods to and from Sanction Countries

1. The Customer shall mandatorily provide an Indemnity Bond on a 200 Rupee Stamp Paper in favour of Sarjak Container Lines Pvt. Ltd. for any and all shipments going to and from any and all existing sanction listed countries. The said Bond on an Rs 200 Stamp Paper is mandated for all Indian Shippers. All International Shippers will provide the Bond on their Company Letterhead and the same will be signed by their Authorised Signatory. The said LOI / Indemnity Bond will be Notarised.
2. The Customer would find the above mentioned Indemnity Bond format on Sarjak Container Lines Pvt. Ltd's. website and the customer shall not amend any wordings of the said "Indemnity Bond" without the prior approval of Sarjak Container Lines Pvt. Ltd.
3. The Customer shall defend, indemnify Sarjak Container Lines Pvt. Ltd., their Directors, Presidents, Representatives, Staff, and also their agents including but not limited to, any and all claims raised either by the Customer themselves or any other, actions, demands, liabilities, costs, charges, damages, losses, cost towards container loss or damage, expenses and consequence of whatever nature (including legal expenses and attorney's fees on a full indemnity basis) which may be brought or preferred against Sarjak Container Lines Pvt. Ltd. or that Sarjak Container Lines Pvt. Ltd. may suffer, incur or sustain by reason of transportation of Customer's goods to and from any and all existing Sanction Listed Countries at the time of shipment.
4. Customer shall provide such security as may be required by the Company in the above mentioned connection.

14 General Average

The Customer shall defend, indemnify and hold harmless the Company in respect of any general average or any claims or a general average nature which may be made on the Company and the Customer shall provide such security as may be required by the Company in this connection.

15 Waiver

Any waiver by the Company of any default or right under these conditions shall not be deemed to be a waiver by the Company of any prior, subsequent, or continuing default of right of a like or similar nature.

16 Severability

If any provision of these Conditions be declared void, invalid or unenforceable by any Court of law, the remaining provisions of these Conditions shall to the extent permitted by such declaration remain in full force and effects as though the void, invalid, or unenforceable provisions were never a provision of these Conditions.

17 Jurisdiction and applicable law

These Conditions, and any act or contract to which they apply, shall be governed by and construed in accordance with Indian law and the parties agree to submit to the exclusive jurisdiction of the Mumbai courts.

18 Language

These Conditions are written in both English and local languages. In the event of any inconsistency, the English version of this Contract shall prevail.

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