

**STANDARD TERMS AND CONDITIONS**

**PART I – GENERAL TERMS**

**APPLICABILITY & SCOPE**

1. These terms ("**Terms**") shall be deemed to be incorporated into and form part and parcel of the contract of carriage of cargo concluded by Teamworld Logistics Pvt. Ltd. ("**TWL**"). These Terms shall apply to all movements handled by TWL – import or export, international or domestic, unimodal or multimodal and regardless of whether TWL issues a bill of lading / transport document for the movement, or not.
2. In case of conflict between these Terms and specific terms agreed to by TWL in writing for a movement, the specific terms will prevail. In case of conflict between Part I and Part II of these Terms, Part II of these Terms will prevail.
3. A reference to "Customer" in these Terms shall be deemed to be a reference to (i) the entity which placed the booking on TWL *and / or* (ii) the entity on which TWL raises its invoices; *and / or* (iii) any entity which derives benefit from services rendered by TWL including the shipper, consignee, holder and endorsee of the transport document.
4. TWL, at its option, shall be entitled to rely on the terms and conditions contained in transport documents issued by it or by the actual carrier.
5. Nothing in these Terms shall be construed to increase TWL's liability beyond the maximum limit prescribed by the applicable law. Nothing in these terms shall prevent TWL from limiting its liability, if permitted by the applicable law.
6. In case any Term (or part of any Term) is void or unenforceable due to operation of any law, rule or regulation, the said Term or part thereof shall be severed and the remainder of the Terms shall continue to operate and have full force and effect.

**CHARGES / INVOICES / LIEN**

7. Quotations provided by TWL are on a "*best estimate*" basis and are subject to change. The Customer shall be liable to bear additional charges levied by the actual carrier and / or sub-contractor retained by TWL even if such charges vary from or are not contained in the quotation.
8. The Customer shall not be entitled to deduct amounts from invoices raised by TWL unless such deductions are agreed to by TWL in writing.
9. Invoices raised by TWL must be paid within the agreed credit period failing which TWL shall be entitled to levy interest @ 18% p.a. on outstanding amounts due to it.
10. TWL shall have a lien over cargo and over cargo documents in its possession for any amounts due and payable by the Customer to TWL. This is irrespective of whether such amounts relate to the cargo or cargo documents in respect of which TWL exercises a lien. If the Customer is not the owner of the cargo, the Customer confirms that it has disclosed these terms to the owner of the cargo and that it has the consent of the owner of the cargo to agree to a lien being created. The Customer shall be liable for costs incurred by TWL in exercising its lien. TWL shall not be liable for losses / expenses suffered by the Customer on account of TWL exercising a lien in accordance with these Terms.

11. In addition to any other remedy available to it, in case of non-payment of any amounts by a Customer, TWL shall have the option of suspending performance of the contract (including but not limited to stoppage of cargo in transit). Consequences or costs arising out of such suspension of performance shall be to the Customer's account.

**CONDITION OF CARGO / LIABILITY FOR LOSS OR DAMAGE TO CARGO**

12. In case of containers (FCL and LCL), other than those stuffed by TWL, TWL extends no representation regarding the quality or quantity or condition of cargo stuffed. Unless otherwise specifically stated, description of the cargo contained on any document issued by or on behalf of TWL or by the actual carrier, is based on information provided by the Customer to TWL and TWL does not warrant the accuracy of the same.
13. TWL's responsibility *vis-à-vis* the cargo shall commence after the cargo is received into its custody and shall cease immediately upon TWL relinquishing custody of the cargo.
14. TWL shall not be liable for loss or damage to the cargo unless caused by the TWL's proven gross negligence.
15. Claims relating to loss or damage to cargo must be notified to TWL in writing within 72 hours from delivery of the cargo to the consignee, failing which TWL will be deemed to have been discharged from liability relating to the cargo.
16. Unless otherwise agreed to by TWL in writing or prescribed by the applicable law, TWL's maximum liability for loss or damage to cargo (including for mis-delivery) for any reason whatsoever, shall be limited to freight earned / consideration payable for movement / service to be rendered. TWL shall not be liable for any indirect and / or consequential losses (including but not limited to loss of business etc).

**TRANSIT TIMES**

17. Unless specifically agreed to in writing by TWL, transit times provided by TWL are on a "*best estimate*" basis and TWL does not guarantee maximum transit times. Subject to a written contract to the contrary TWL shall not be liable for the consequences arising out of delay in movement of cargo for any reason.

**FREE TIME / CONTAINER DAMAGE**

18. If cargo is not cleared within the "free time" notified by TWL / the line / the terminal, Customers shall be jointly and / or severally liable for consequences arising as a result thereof, including for detention and / or demurrage and / or ground rent which accrues of the cargo / containers.
19. If the container suffers damage due to improper loading, stowing, stuffing and / or handling by the Customer, the Customer shall be liable, at TWL's option, to pay the repair or replacement cost thereof. In such an event if the Customer has executed a bond specifying a sum as and by way of liquidated damages which shall be payable, the Customer shall be required to pay such sum.

**EXCLUSION OF LIABILITY**

20. In addition to what is set out elsewhere in these Terms, TWL shall not be liable for loss or damage to the cargo and / or any consequences arising out of:
  - Failure by the shipper or Customer to comply with applicable laws, rules or

- regulations.
- Failure by the shipper or Customer to provide TWL, in a timely manner, with a complete set of documents required by TWL for rendering the contracted service.
  - Incorrect and / or incomplete documents provided or filed by the shipper or Customer.
  - Delay in payment of any amounts by the shipper or Customer (including statutory payments).
  - Inferior quality, improper packing and / or inherent vice of the cargo.
21. TWL shall not be responsible for consequences arising out of its inability to perform / delay in discharging its obligations or for loss of or damage to cargo due to occurrence of any force majeure event including fire, flood, earthquake, storm / typhoon, epidemic, strike / lockout, blockade, civil unrest / riot, war (including civil war), restraint of government, actions of statutory authorities, change in applicable laws, rules and / or regulations, congestion at ports and / or terminals, changes in schedules or routing by the actual carrier, quarantine restrictions, confiscation and / or any other Act of God or circumstance over which TWL has not control. In addition to the foregoing, upon occurrence of a force majeure event TWL shall have the option of (i) suspending the contract without liability; or (ii) terminating the contract without liability (and in which case charges which have accrued till such termination shall be payable by the Customer).

#### **INDEMNITY**

22. The Customers jointly and / or severally agree to indemnify and keep TWL indemnified from any demand, claim, loss or expenses suffered by TWL due to any act or omission by the Customers and / or arising from any failure by the Customers to comply with obligations cast upon them under the applicable law, rules, regulations and / or under these Terms.

#### **JURISDICTION**

23. Unless provided for specifically elsewhere, disputes between TWL and the Customer shall be subject to the exclusive jurisdiction of the courts at Mumbai. However, TWL at its sole option may commence proceedings against the Customer in a jurisdiction of its choice.

### **PART II – SPECIAL TERMS**

#### **SPECIAL TERMS – AIR MOVEMENT**

24. Except if it issues an Airway Bill ("**AWB**") in its own name, TWL shall be acting only as an agent of the airline / air-carrier which issues the AWB for the movement (identified in the top right-hand corner of the AWB) and the contract for air-carriage shall be between the airline / air-carrier which issued the AWB for the movement and the Customer.

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