

# Terms and Conditions

This is a contract between Qube Services Private Limited and the consignor or consignee, as the case may be. The terms and conditions herein are in addition to and are in supersession of as the case may be, of any service level agreements, transportation agreements, special contracts, or any other agreements or arrangements between Qube Services Private Limited and the consignor or the consignee.

In the event there is a conflict between Qube Services Pvt. Ltd and Shipper / Client / Consignee / Consignor, the terms and conditions set out below that govern this contract of carriage between you and us, specified herein would prevail.

## **1. Definitions:**

The following definitions apply to the terms and conditions set out below that govern this contract of carriage between you and us.

- 1.1. "We", "us", "our", "carrier", "Qube" shall refer to Qube Services Private Limited, its employees, authorized agents and its independent contractors and the entities that carry or undertake to carry the consignment hereunder or perform any other services incidental thereto on its behalf;
- 1.2. "You", "your", "consignor", "shipper" shall refer to the sender, consignor or consignee of the consignment, holder of the consignment note, receiver and owner of the contents of the consignment or any other party having a legal interest in those contents, as the case may be;
- 1.3. "Carriage" means and includes the whole of the operations and services undertaken by us in connection with the consignment;
- 1.4. "Consignment" means any envelope, document, package, parcel, satchel, shipment or freight, which is given to and accepted by us for carriage under our consignment note;
- 1.5. "Dangerous goods" means goods classified as dangerous as per ICAO T.I., IATA DGR, IMDG-Code, ADR or other national regulations for transport;
- 1.6. "Delivery" means the tender of the consignment to the consignee or intimation about the arrival of the consignment;
- 1.7. "Prohibited Items" means any goods or materials, the Carriage of which is prohibited by nay law, rule or regulation of India;
- 1.8. "Receiver" or "Consignee" shall refer to the recipient or addressee or the consignee of the consignment;

## **2. Your acceptance of our terms and conditions:**

By giving us your shipment you accept our terms and conditions set out in the consignment note and/or the contract of carriage and/or the contract for the performance of other services on behalf of yourself and/or anyone else who has an interest in the shipment or the performance of other services irrespective of whether you have signed the front of our consignment note or not. Our terms and conditions also cover and can be invoked by anyone we use or sub contract to collect, transport, deliver your shipment or perform other services as well as our employees, directors and agent. Only our authorized person may agree to a variation of these terms and conditions in writing. When you give us the shipment with verbal or written instructions that conflict with our terms and conditions we shall not be bound by such instructions.

## **3. Dangerous goods and Security:**

- 3.1. Dangerous goods
  - 3.1.1. Except in the circumstance shown in paragraph 5.1.2 below we do not carry, nor perform other services regarding, goods which are in our sole opinion Dangerous Goods including, but not limited to, those specified in the regulations, guidelines, technical instructions, codes applicable to us and our business or to the transport of, or the performance of other services regarding, Dangerous Goods.
  - 3.1.2. We may at our discretion accept some Dangerous Goods for carriage, or for the performance of other services, in some locations if you have been accorded the status of an approved customer and this must be given by us in writing before your shipment can be accepted. Your Dangerous Goods will only be accepted if they comply with the applicable regulations and our requirements. Details of our requirements together with the procedure for applying for approved customer status are available from our office and a dangerous goods surcharge will be invoiced to you upon acceptance of your shipment.
- 3.2. Prohibited Items

We do not accept shipments that contain prohibited items.
- 3.3. We accept shipments only upon your declaration of the type and value of the shipment ("said to contain" basis). We have no responsibility whatsoever as to the correctness of description, type or value thereof and you agree to indemnify us and hold us harmless from any claims that may be brought against us arising out of or relating to such declarations provided by you and any costs we will incur relating thereto.

## **4. Octroi, Entry tax and other Statutory clearance:**

- 4.1. You hereby appoint us as your agent solely for the purpose of clearing the consignment with the applicable governmental authorities for the purpose of Octroi, entry tax and any such other applicable statutory clearances and you hereby certify that we are the consignee for the purpose of designating an agent to perform the requisite clearances and entries if we subcontract this work. You hereby specifically authorize us to sign such documents as required on your behalf. If any governmental authority requires additional documentation for the purpose of confirming our status as your agent it is your responsibility to provide the required documentation at your expense.
- 4.2. You certify that all statements and information you provide relating to the transportation of the shipment will be true and correct. You acknowledge that in the event that you make untrue and fraudulent statements about the shipment or any of its contents you risk a civil claim and/or criminal prosecution the penalties for which include forfeiture and sale of your shipment. To the extent that we may voluntarily assist you in completing the required and other formalities such assistance will be rendered at your sole risk. You agree to indemnify us and hold us harmless from any claims that may be brought against us arising from the information you provide to us and any costs we will incur regarding this, and pay any administration fee we may charge you for providing the services described in this condition.
- 4.3. Any charges including penalties relating to Octroi, entry tax, storage charges, demurrage or other expenses we incur as a result of the actions of customs or other governmental authorities or your failure and/or the receiver's failure to provide proper documentation and/or obtain the required license or permit will be charged to you or the receiver of the shipment. In the event that we decide to charge the receiver and the receiver refuses to pay the incurred charges you agree to pay them to us together with our fee for the administration involved as well as any extra costs we will incur. Upon our first request you will provide a proper guarantee for any of the duties, taxes, penalties, storage charges or any other expense set out in this condition.
- 4.4. We will endeavor to expedite all Octroi, entry tax and statutory clearance formalities for your Consignment but are not liable for any delays, losses or damage caused by interference from the relevant governmental authorities.
- 4.5. If any governmental authority detains our vehicle due to the nature of contents of your Consignment, we bear no liability resulting directly or indirectly out of it. You also indemnify us legally and otherwise. We would charge you for our detained vehicle at a rate not less than Rs 5000/- per day as detention charges.

## **5. Your Obligations:**

- 5.1. You warrant, undertake and guarantee to us:
  - 5.1.1. That the contents of the shipment (including but not limited to weight and number of items) have been properly described on our consignment note and that the consignment note is complete in all respects and the documents as required for the trans-shipment including invoice, packing list, permits are enclosed with the consignment note;
  - 5.1.2. That the contents of the Consignment and the consignee's full address including postal code and telephone number has been accurately and legibly completed on an address label securely fixed by you to a prominent position on the outer surface of the shipment that can be clearly seen by us;
  - 5.1.3. That the contents have been packed safely and carefully to protect them against the ordinary risks of transport or the performance by us of other services, including any associated sortation and/or handling process;
  - 5.1.4. That you have prepared the consignment in secure premises, by reliable staff employed by you, and that the Consignment has been protected against unauthorized interference during preparation, storage and transportation immediately prior to handover to us;
  - 5.1.5. That the contents of the Consignment are not Prohibited Items and/or are not restricted by the applicable regulations and that you will supply to us any Dangerous Goods declaration that is needed, properly and accurately in accordance with all applicable laws, rules and regulations and neither you nor the consignee is a person or organization with whom we or you may not legally trade under any applicable carriage laws or regulations of States thru which the shipment pass / India.
  - 5.1.6. That all statements and information and documents provided by you relating to the Consignment will be true and correct and you acknowledge that in the event that you make untrue or fraudulent statement about the Consignment or any of its contents, you would risk a civil claim and/or criminal prosecution the penalties for which may include forfeiture and sale. You agree to indemnify us and hold us harmless from any claims that may be brought against us or our agents arising from the information provided by you;
  - 5.1.7. That you shall be due and payable to us the charges as agreed irrespective of the non-delivery of the Consignment due to non-payment by you of the applicable duty/levy;
  - 5.1.8. That you shall pay demurrage per day at the rate of Re 0.50/- per kilogram (Rs 2/- per cubic feet for household goods shipments) weight of the consignment per day or Rs 150/- (Rs 250/- for household goods shipment) per day whichever is higher in the event the Consignment is required to be collected

from our warehouse at the destination and the consignee has not collected the same within 2 days of arrival at our warehouse or single attempted delivery by us or intimation by us of the arrival of the Consignment, whichever is earlier;

- 5.1.9. That we are authorized to deliver the goods at the address mentioned on the Consignment Note and without prejudice to the foregoing it is expressly agreed that we shall be conclusively presumed to have delivered the goods in accordance with this contract if we obtain from any person a receipt or signed delivery docket for the goods at the said address;
- 5.2. That we will not be liable for any loss or damage to the contents unless the consignment has been insured by us AND there is positive proof of damage / distortion to the outer packaging / carton.
  - 5.2.1. That you have declared the correct weight of the shipment and you will provide any special handling equipment we may need to load or unload the shipment on or off our vehicles;
  - 5.2.2. That you have securely fixed a heavy weight label in a prominent position on the outer surface of the shipment that can clearly be seen by us for any item weighing 30 kilo or more;
  - 5.2.3. That when you have asked us to charge the receiver or a third party and the receiver or third party does not pay us you will promptly settle our invoice together with an administration fee in full within 7 days of us sending you the invoice;
  - 5.2.4. That all applicable laws and regulations have been complied with you;
- 5.3. You agree to indemnify us and hold us harmless from any liabilities we may suffer or any costs, damages or expenses, including legal costs, we incur either to you or to anyone else arising out of you being in breach of any of these warranties, representations and guarantees, even if we inadvertently accept a shipment that contravenes any of your obligations.

**6. Calculations of transit times and routing of shipments:**

Sundays, public holidays with other events beyond our control are not included when we quote door-to-door delivery times in our published literature. It is our endeavor to meet our delivery schedules but any delay enroute, due to the events beyond our control, will be advised to you and a regular update will be provided on the status of your shipment. The route and the method by which we transport your shipment shall be at our sole discretion.

**7. Undeliverable and rejected shipments:**

Where we are unable to complete the delivery of a shipment we will try to leave a notice at the receiver's address stating that delivery has been attempted and the whereabouts of the shipment. If delivery has not been made after one more attempt by us or the receiver refuses to accept delivery we will try to contact you and agree the appropriate next action. You agree to pay us any costs we incur for making delivery attempts, forwarding, disposing of or returning the shipment and our charges (if any) for the making a third or more delivery attempt and for the agreed appropriate next action. If we do not receive your instructions within 30 days after our second attempt to deliver the shipment, then you agree that we may destroy or sell the content of the shipment without any further liability to you.

**8. Extent of our liability:**

- 8.1. Subject to condition 13 below, our liability for any reason whatsoever from carriage or other services provided to you including without limitation for loss, damage, delay, mis-delivery or non-delivery of your shipment or any part thereof, for breach of contract, negligence, willful act or default, is limited to:
  - 8.1.1. Rs 1000/- per consignment, where the consignment is declared as having "No Commercial Value" on the consignment note;
  - 8.1.2. Rs 3000/- per consignment, or the value as declared on the Consignment Note whichever is lesser, for document consignments;
  - 8.1.3. Rs 5000/- per consignment, or the value as declared on the Consignment Note whichever is lesser, for non-document consignments;
  - 8.1.4. In the case of delay where you can show to us that you have suffered losses, our liability is limited to refunding to you the charge you paid us for carriage in respect of the shipment or the part which was delayed or the amount specified above, whichever is lower;
- 8.2. Subject to condition 12 below, if we have a liability relating to other services for whatever reason, including without limitation breach contract, negligence, willful act or default, our liability to you is at all times limited to Rs. 5000/- per event or series of events with one and the same cause of damage or, in case of the loss of or damage to a shipment, to the lower of the market value of the shipment or the cost of repairing the shipment or the part affected with in every case an upper limit that does not exceed Rs 5000/- per event or series of connected events.
- 8.3. By signing this document, you expressly and mutually agreed for the limit of our liability specified above and for the purposes of Carriage by Road Act, the limits set forth above shall be deemed to have been mutually agreed between us having regard to the value, freight and nature of goods, documents or articles and you

agree not to claim any amount beyond the maximum limit stipulated hereinabove.

**9. Exclusions:**

- 9.1. We will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity even if we had knowledge that such damages or loss might arise or for any indirect, incidental, special or consequential damages or loss howsoever arising including without limitation breach of contract, negligence, willful act or default;
- 9.2. We are not liable if we do not fulfill any obligations towards you in terms of transit time and safety as a result of:
  - 9.2.1. Circumstances beyond our control such as (but not limited to):
    - 9.2.1.1. Acts of God including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost or other natural calamities or disasters;
    - 9.2.1.2. Force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions;
    - 9.2.1.3. National or local disruptions in ground transportation networks.
    - 9.2.1.4. Latent defects or inherent vice in the contents of the shipments;
    - 9.2.1.5. Criminal acts of third parties
  - 9.2.2. Your acts or omissions or those of third parties such as:
    - 9.2.2.1. You being in breach of (or any other party claiming an interest in the shipment causing you to breach) your obligations under these terms and conditions and in particular those warranties set out in condition 11;
  - 9.2.3. The contents of the shipment consisting of any article that is a prohibited item even though we may have accepted the shipment by mistake;

**10. Insurance and Freight on Value Charges:**

- 10.1. Due to the risk or damage to the contents of the Consignments we advise you to purchase insurance cover for the full value of the Consignment.
- 10.2. We shall at your request issue certificate of loss/certificate of damage in respect of consignment insured in the event of loss or damage to the consignment. You agree and confirm that the issue of such certificate does not confirm or amount to acceptance or admission of claim by us;
- 10.3. For the issuance of certificates as above, all Consignments will attract freight on value charges as specified by us;

**11. Claims Procedure:**

If you wish to claim for a lost, damaged or delayed Consignment you must comply with the following procedure otherwise we reserve the right to reject your claim:  
You must notify us in writing about the loss, damage or delay within 05 working days after delivery of the Consignment and then within the next 07 days document the claim by sending us all the relevant information about the Consignment and the loss, damage or delay suffered. We are not obligated to act on any claim until our transportation charges have been paid nor are you entitled to deduct the claim for those charges;  
We will assume the Consignment was delivered in good condition unless the recipient has noted the damage on our delivery record when he accepted the Consignment. In order for us to consider a claim for damage the contents and the original packing must be available to us for inspection;  
Your right to claim damages against us shall be extinguished unless an action is brought in a court of law of appropriate jurisdiction, within 3 months from the date of delivery of the Consignment or from the date on which the Consignment should have been delivered or from the date on which the Carriage stopped.  
In case of acceptance by us of part or all of your claim, you warrant to us that your insurers or any other third party having an interest in the shipment shall have waived any rights, remedies or relief to which they might become entitled by subrogation or otherwise;  
The shipment shall not be deemed to be lost until at least 30 days have elapsed since the date you notified us of the non-delivery. We may agree with you in writing to shorten this period.

**12. Claims brought by Third Parties:**

You undertake to us that you shall not permit any other person who has an interest in the consignment to bring a claim or action against us arising out of Carriage even though we may have been negligent or in default and if a claim or action is made you will indemnify us against the consequences of the claim or action and the costs and expenses we incur in defending it;

**13. Rates and payment:**

- 13.1. You agree to pay our charges for the carriage of the shipment between the locations specified on the consignment note/contract of carriage, or for the performance by us of other services, in the currency indicated in the invoice and all the applicable taxes including Service Tax thereon on the date of our invoice unless otherwise stated in writing by us. Any differences or discrepancies in the invoice raised by us should be brought to our notice within 7 days of the receipt of the invoice by the Shipper failing which the invoice will be deemed to be correct and deemed to have been accepted by the Shipper. You waive all your rights to challenge our invoices if you do not contest the invoice in writing within 7 days from the date of the invoice. We may check the weight and/or volume of and/or the number of items within your shipment and if we find any discrepancies between your declared weight and/or volume and/or the number of items then are charges would be revised accordingly. As a matter of course all duties, VAT on goods or services and all other charges levied on the shipment in the destination shall be payable to us by the receiver upon delivery of the shipment and if the receiver refuses to pay, you agree to pay us these amounts in full within 7 days of us notifying you that the receiver has not paid;
- 13.2. Used household goods shipments will be charged on the basis of volume. Other items, we charge for either actual weight of the shipment or the volumetric weight of the shipment whichever is higher and the volumetric weight is calculated in accordance with the volumetric conversion set by us;
- 13.3. Our quoted charges do not include Octroi, Entry tax, clearance charges and any other charges levied by the national and local regulatory bodies. Additional charges may therefore be applied where these additional charges will be charged to the Receiver and you will be liable for this charge if the Receiver does not pay us;
- 13.4. Our invoice does not include a copy of the Proof of Delivery (POD). This, if required by you, may be obtained on request and may be provided in physical, digital or electronic format.
- 13.5. The Shipper shall be and remain responsible to us for all our proper charges incurred for any reason and such charges shall be deemed fully earned as soon as the goods are loaded and dispatched from the Shipper's premises and shall be payable and non-refundable in any event. This is notwithstanding any agreement or arrangement of ours with the consignee or other person, for payment of any charges towards the Carriage of Consignment. The Shipper agrees that is shall not defer or withhold payment of or deduct any amount from our account by reason of any claim alleged against us.
- 13.6. The consignor and the Receiver shall be jointly and severally liable for the payment of all duties, taxes and charges including stamp duties as applicable on the carriage and other services as well as on all documents including the consignment note;
- 13.7. We reserve the right to charge interest on all outstanding invoices at the rate of 3% per month. Notwithstanding our right to charge interest and notwithstanding anything to the contrary in any agreement between us, we shall have a general lien on all of your Consignments in our possession at any time with the right to sell their contents and adjust the proceeds in lieu of any amounts that you may be owing to us towards previously delivered Consignments;

**14. Law and Jurisdiction:**

- 14.1. In the event that any term or condition is declared invalid or unenforceable such a determination shall not affect the other provisions of this contract of Carriage all of which shall remain in force;
- 14.2. All disputes arising out of or relating to the carriage of the consignments under this contract shall be resolved through Arbitration under the provisions of Arbitration and Conciliation Act, 1996 by an Arbitrator nominated by the Company Secretary of Qube Services Private Limited. The venue of arbitration shall be New Delhi;
- 14.3. This agreement and any transactions based on the same shall be subject to the jurisdiction of the Courts in New Delhi.