



## **Standard Terms & Conditions**

### **Annexure 1**

1. **Applicability & Scope:** These terms and conditions apply to all services provided by Transatlantic Logistics Pvt. Ltd. (TALPL) by air, water, rail, road, multimodal, unimodal, storage, distribution, value added services and any other services offered. Any modifications to the terms must be agreed upon in writing. TALPL company may subcontract the performance of its services, provided that it remains liable for the proper performance of those services. The customer may not assign its rights or obligations under the agreement without the prior written consent of TALPL.
2. **Client/Customer :** can be defined as the following but however is not limited to what is mentioned here: (i) A party/company/individual who has a commercial relationship with TALPL concerning the domestic/international transport of e.g. cargo or concerning certain services offered by TALPL, either directly or through its agent. (ii) a person or entity that purchases services from TALPL in exchange for payment. (iii) the entity on which TALPL raises its invoices on (iv) an individual or entity which derives any kind of direct or indirect benefit from the services offered by TALPL including the shipper, consignee, holder and endorsee of the transport document.
3. TALPL at its choice shall be entitled to rely on and exercise the terms and conditions mentioned on the travel document issued it/its agents or the actual carrier.
4. **Indemnity:** The customer agrees to indemnify and hold TALPL harmless from any claims, losses, damages, or expenses arising from the customer's breach of the agreement or any negligent act or omission by the customer. TALPL will provide the customer with prompt notice of any such claim.
5. **Exclusion of Liability:** TALPL is not liable for any indirect, special, or consequential damages arising from the provision of services, including without limitation any loss of profits, business interruption, or loss of data. TALPL's liability for any direct damages is limited to the lesser of the actual value of the shipment or the cost of repairing or replacing the shipment.
6. **Transit Times:** TALPL will use its best efforts to transport the shipment within the agreed timeframe, but cannot guarantee delivery on a specific date or time and shall not be held responsible for any delays. The transit time may be affected by various factors beyond the control of TALPL, such as weather, traffic, acts of God, customs delays and etc.



7. **Free Time/Demurrage:** The customer will be granted a specified amount of free time for loading and unloading the shipment, after which demurrage charges will apply. Demurrage charges will be specified in the agreement and are designed to compensate TALPL for any costs or losses associated with delays caused by the customer.
8. **Condition of Cargo:** The customer must ensure that the shipment is properly packaged and labelled, in compliance with all applicable laws and regulations. TALPL may inspect the shipment to verify its condition and may refuse to transport any shipment that is deemed unsafe, inappropriate and illegal.
9. **Liability for Loss or Damage to Cargo:** TALPL will not be liable for any loss or damage to the shipment that is not caused by TALPL's negligence. TALPL's liability for any loss or damage to the shipment caused by its negligence will be limited to the actual value of the shipment or the cost of repairing or replacing the shipment.
10. **Charges:** TALPL will invoice the customer for its services, and the customer must pay the invoice in accordance with the agreed payment terms. TALPL may impose additional charges for any services not specified in the agreement or for any additional services requested by the customer.
11. **Invoices:** The customer must review and notify TALPL of any discrepancies or disputes with the invoice within 2 working days or the time frame specified in the agreement. Failure to do so will be deemed acceptance of the invoice.
12. **Lien:** TALPL may hold a lien on the shipment until payment is received in full for all charges associated with the shipment. TALPL may exercise its right to sell the shipment to recover any unpaid charges.
13. **Force Majeure:** TALPL will not be liable for any failure or delay in the performance of its services that is caused by events beyond its control, such as natural disasters, acts of terrorism, or governmental actions and etc. TALPL will use its best efforts to minimize any impact on the shipment. At its discretion TALPL reserves the right to enforce Force Majeure.



14. **Dangerous Goods:** The customer must disclose to TALPL any shipment containing hazardous materials, as defined
15. **Governing Law and Jurisdiction:** These terms and conditions will be governed by and construed in accordance with the laws of the jurisdiction where TALPL is located i.e. Mumbai, India. Any disputes arising from the agreement will be resolved through arbitration in accordance with the rules of the relevant arbitration body.
16. **Insurance :** TALPL will maintain appropriate insurance coverage for its own business operations, as required by law. However, clients are responsible for insuring their goods.
17. **Misdeclaration:** TALPL is not responsible for misdeclaration of goods and costs, penalties and consequences arising due to this.
18. **Exchange Rate:** The payment for the service is to be made in the currency mentioned at the time of quoting and the exchange rate shall be applicable as per rate given by Shipping Line/Airline.

### **Annexure 2 – Other Special Conditions**

TALPL reserves to exercise the rules of THE MULTIMODAL TRANSPORTATION OF GOODS ACT, 1993, The MSME ACT, 2006.

All multimodal, unimodal, export , import, domestic, international rules and regulations, laws to be adhered to at all times.

Shipping Line/ Airline Terms & Condition shall be applicable at all times for all shipments.

The rules and regulations of IATA will apply at all times.