

Terms & Conditions

These terms and conditions of service constitute a legally binding contract between the “Company” and the “Customer”. In the event the Company renders services and issues a document containing terms and conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

1. Definitions.

- (a) “Company” shall mean FedEx Trade Network Transport & Brokerage Private Limited, its parent, subsidiaries, related companies, agents and/or representatives;
- (b) “Customer” shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper’s agents, insurers and underwriters, break-bulk agents, consignees, freight forwarders etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
- (c) “Documentation” shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) “Ocean Transportation Intermediaries” (“OTI”) shall include an “ocean freight forwarder” and a “non-vessel operating carrier”;
- (e) “Third parties” shall include, but not be limited to, the following: “carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise”.

2. Company as agent. The Company acts as the “agent” of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies; as to all other services, Company acts as an independent contractor. The responsibility of the Company ceases upon delivery and acknowledgment/receipt of the shipment by the consignee.

3. Customer’s obligation and acknowledgement:

- (a) The Customer warrants that it is the owner/authorized agent of the goods.
- (b) The Customer warrants that the shipment does not contravene provisions of any law and has not been declared by the Company to be unacceptable for transport.
- (c) The Customer will be solely liable for all costs and expenses (which shall without limitation include octroi, state and local taxes, storage charges and import duties related to the shipments and for costs incurred either in returning the shipment to the Customer or warehousing the shipment pending such return).

4. Right of Inspection of Shipment:

- (a) The Company has the right to open and/or inspect the shipment.
- (b) The Company reserves the right to refuse shipments not conforming to these terms and conditions without assigning any reason whatsoever.

5. Chargeable Weight. Every shipment shall be charged as below:

- (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.

Volume weight of the shipment, in kilograms, is its gross cubic volume in cubic centimeters divided by 6000.

6. Limitation of Actions.

- (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
- (b) All suits against Company must be filed and properly served on Company as follows:
 - (i) For claims arising out of ocean transportation, within one (1) year from the date of the loss;
 - (ii) For claims arising out of air transportation, within two (2) years from the date of the loss;
 - (iii) For claims arising out of the preparation and/or submission of an import entry(s), one hundred fifty (150) days from the date of liquidation of the entry(s);
 - (iv) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

7. No Liability

For The Selection or Services of Third Parties and/or Routes. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a

third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

8. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer..
9. Reliance On Information Furnished.
 - (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with government authorities and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf;
 - (b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.
10. Declaring Higher Value To Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges thereof; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.
11. Insurance.

Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.
12. Disclaimers; Limitation of Liability.
 - (a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;
 - (b) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment thereof, which

request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

- (c) In the absence of additional coverage under (b) above, the Company's liability shall be limited to the following:
 - (i) where the claim arises from activities other than those relating to customs business Fifty US Dollars (\$50 USD) per shipment or transaction, or
 - (ii) where the claim arises from activities relating to "Customs business," Fifty US Dollars (\$50 USD) per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;
 - (d) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, even if it has been put on notice of the possibility of such damages, or for the acts of third parties.
 - (e) In particular, the Company will not be liable for any loss or damage to the shipment or a delay in picking up or delivering shipment if it is:
 - (i) Due to acts of God, force majeure occurrence of any cause reasonably beyond the control of the Company, 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 the Company for the goods that are carried by the Company.
 - (ii) Caused by the act, fault or omission/commission of any act of the Customer/any other party claiming an interest in the shipment (including violation of any terms or conditions thereof) or any other person;
 - (iii) Caused by carriers such as airlines, or airways not adhering to schedule for any reason whatsoever;
 - (iv) Caused by the act, fault or omission/commission of government officials in discharge of their official duties such as customs/taxation/octroi inspection etc;
 - (v) The nature of the shipment or any defects, characteristics, inherent vice, thereof; and
 - (vi) Electrical or magnetic injury, erasure or other such damages to photographic images or recording in any form.
13. Advancing Money. All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.
14. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, including but not limited to fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise

- and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export, security or other data supplied by Customer or its agent or representative or contractor which violates any Central, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.
15. Costs of Collection. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 18% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.
16. General Lien and Right To Sell Customer's Property.
- (a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company including freight charges, octroi, storage charges, service tax and other charges with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;
 - (b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.
 - (c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer. The Company will not carry any perishable goods. However, in case of perishable goods, the Company shall have the right to dispose of/sell the goods immediately and without any notice and the Customer.
17. Except as per written agreement between the Customer and the Company, the Company will not carry materials:
- (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 if no customs declaration is made when required by applicable customs regulations and / or any other relevant laws.
18. Preparation and Issuance of Bills of Lading. Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

19. No Modification or Amendment Unless Written. These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.
20. Compensation of Company. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.
21. Severability. In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.
22. Governing Law; Consent to Jurisdiction and Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the India, without giving consideration to principals of conflict of law.

Customer and Company:

- (a) irrevocably consent to the jurisdiction of the courts of Mumbai;
 - (b) agree that any action relating to the services performed by Company, shall only be brought in said courts;
 - (c) consent to the exercise of in personam jurisdiction by said courts over it, and
 - (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.
23. FedEx Trade Network Transport & Brokerage Private Limited has a policy against payment, solicitation, or receipt of any rebate, directly or indirectly, which would be unlawful under Indian law. Importer must furnish missing documents within the period of time as required by customs regulations to avoid customs penalties and storage charges. If you are the importer of record, payment to the broker will not relieve you of liability for customs charges (duties, taxes, or other debts owed customs authorities) in the event the charges are not paid by the broker. Therefore, if you pay by check, customs charges may be paid with a separate check payable to the Indian Customs authorities which will be delivered to them by the broker. This option, if elected, requires prior arrangement with the broker.