

EMIRATES LOGISTICS INDIA PRIVATE LIMITED

STANDARD TRADING CONDITIONS.

Definitions

Freight Forwarding Services means services of any kind relating to the carriage, consolidation, storage, handling, packing or distribution of the Goods as well as ancillary and advisory services in connection therewith, including but not limited to customs and fiscal matters, declaring the Goods for official purposes, procuring insurance of the Goods and collecting or procuring payment or documents relating to the Goods.

Freight Forwarder means the person concluding a contract of Freight Forwarding services with a Customer.

Carriage means carriage of Goods whether by air, sea, rail or road or a combination thereof, regardless of whether such carriage of Goods occurs within India or otherwise, and all services incidental or ancillary to such carriage of Goods;

Carrier means any person actually performing the carriage of the Goods with his own means of transport (performing Carrier) and any person subject to carrier liability as a result of an express or implied undertaking to assume such liability (contracting Carrier).

Customer means any person having rights or obligations under the contract of Freight Forwarding services concluded with a Freight Forwarder or as a result of his activity in connection with such services.

Goods mean any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Freight Forwarder.

In writing includes telegram, telex, telefax or any recording by electronic means.

Valuables means bullion, coins, money, negotiable instruments, precious stones, jewelry, antiques, pictures, works of art and similar properties.

Dangerous Goods means Goods, which are officially classified as hazardous as well as Goods which are or may become of a dangerous, inflammable, radioactive noxious or damaging nature.



PART 1

TERMS AND CONDITIONS

These terms and conditions of service constitute a legally binding contract between ELIPL and Customers. Where a ELIPL Transport Document is issued, the terms and conditions contained or evidenced in such ELIPL Transport Document shall, in so far as these are inconsistent with the ELIPL

Conditions, be paramount and govern the Services in respect of which the ELIPL Transport Document is issued.

ROLE OF FORWARDER (Emirates Logistics India Pvt. Ltd (ELIPL) - 'The Company')

The Company Emirates Logistics India Pvt. Ltd, offers its services on the basis of these conditions that apply to all activities of the Company in arranging transportation or providing related services, such as, but not limited to, warehousing and any other kind of logistics services. The Company may provide its services as either principal or agent. The Company acts as agent of the Customer, except

(a) where it issues a transport document or electronic record evidencing its obligation for the delivery of goods, or

(b) to the extent it physically handles goods by its own employees and equipment in the course of performing any service in which cases it acts as principal,

but whether acting as principal or as agent these conditions govern the rights and liabilities of the Customer and the Company.

When determining any rights or liabilities of the Company under these conditions, the word "Customer" shall include the party giving instructions, the shipper, the consignee, and the owner of the goods. Notwithstanding the foregoing, advice is for the Customer only and is not to be furnished to any other party without the Company's prior written consent. Gratuitous advice and information that is not related to instructions accepted by the Company is provided without liability of any kind, including for negligence.



CONDITIONS FOR CARRAIGE

1. CLAIMS AGAINST OTHERS

These Conditions also apply whenever any claim is made against any employee, agent or independent contractor engaged by the Company to perform any transport or related service for the Customer's goods, whether such claims are founded in contract or in tort, and the aggregate liability of the Company and all such persons shall not exceed the limitations of liability in these conditions. For purposes of this clause the Company acts as agent for all such persons who may ratify such agency at any subsequent time.

2. ROLE AS AGENT

When acting as an agent, the Company acts solely on behalf of the Customer in engaging the services of third parties on the usual terms and conditions on which the third parties offer such services for the carriage, storage, packing or handling of any goods, or for any other service in relation to them, thereby establishing a direct contract between the Customer and the provider of such services capable of being enforced by the Customer as principal, whether or not the Customer is identified in the contract. The Company shall on demand by the Customer provide evidence of any contracts made on its behalf.

3. ROLE AS PRINCIPAL

Where requested by the Customer the Company may:

- (a) issue a transport document or electronic record by which it as principal undertakes carriage of particular goods; or
- (b) guarantee in writing proper performance of the terms of any contract between the Customer and a third party whose services the Company has engaged on behalf of the Customer.

Where it issues a transport document or electronic record, or provides a guarantee, the rights and obligations of the Company will be governed by the special conditions therein in addition to these conditions, and in any event the Company is liable only to the same extent as the third party who performs the carriage or guaranteed service, as may be limited by the conditions on which that party customarily offers its services. In the event of any inconsistency with these provisions, the special conditions prevail.

4. SERVICES REQUIRING SPECIAL ARRANGEMENTS

The Customer must give instructions in writing to the Company a reasonable time before the tender of goods for storage or transport where it requests the Company to:



- (a) arrange for the departure or arrival of goods before specific dates;
- (b) arrange for goods to be carried, stored or handled separately from other goods;
- (c) arrange for the transport of goods that may taint or affect other goods, or may harbour or encourage vermin or pests;
- (d) make a declaration of value or special interest in delivery to any carrier or terminal;
- (e) direct carriers or delivery agents to hold goods until payment of any amount or until surrender of a document;
- (f) arrange for the transport of goods of unusual high value, luxury goods, currency, negotiable Instruments or securities of any kind, precious metals or stones; antiques or art; human remains, livestock or plants, or any other comparable cargos.

Where for any reason it does not accept such instructions, the Company must promptly so advise the Customer by any means of communication used in the ordinary course of business. If it continues to use the Company's services for the contemplated transport after receiving such advice, the Customer assumes all risks connected with the non-performance of such instructions, whether caused or contributed to by the Company's negligence or not.

5. THE COMPANY'S GENERAL RESPONSIBILITIES

(A) The Company shall exercise reasonable care in the discharge of its obligations including the selection and instruction of third parties that provide any services engaged on behalf of the Customer.

(B) The Company shall arrange transport and any related services within a reasonable time after receiving the Customer's instructions.

(C) If it has reasonable grounds for departing from any of the Customer's instructions, the Company can do so without prior authorization from the Customer, but must act with due regard to the interests of the Customer, and, as soon as possible, inform the Customer of its actions and any additional charges resulting therefrom.

6. CUSTOMER'S GENERAL RESPONSIBILITIES

(A) The Customer shall be deemed to be competent and to have reasonable knowledge of matters affecting the conduct of its business, including terms of purchase and sale, the need for insurance and the extent of coverage available for the type of goods being tendered for shipment, the need to preserve and retain documentation, the need for care to avoid transmitting viruses by electronic communications, the need for confidential handling of information relating to high value goods, and all other matters relating thereto.



(B) The Customer warrants that all information in whatever form relating to the general and dangerous character of the goods, their description, bar-coding, marks, number, weight, volume and quantity of the goods, as furnished by the Customer or on its behalf, was accurate and complete at the time the goods were taken in charge by the Company or any third party whose services it has engaged. The Customer further undertakes to provide independent confirmation of such particulars on the request of the Company.

7. CUSTOMER'S RESPONSIBILITY FOR PACKAGED AND CONTAINERIZED GOODS

(A) Except where the Company has accepted instructions in respect of the preparation, packing, stowage, labeling or marking of the goods the Customer warrants that all goods have been properly and sufficiently prepared, packed, stowed, labeled and/or marked, and that the preparation, packing, stowage, labeling and marking are appropriate to any operations or transactions affecting the goods and the characteristics of the goods. Without limiting the foregoing the Customer is responsible for timely communication of and warrants the accuracy of the verified gross mass (VGM) of the package(s) and of the transport unit and the identity of the duly authorized person so verifying. The customer shall maintain documentation evidencing measurement of VGM as required by law.

(B) Unless the Company has accepted instructions to arrange for or to perform the loading of a transport unit by its employees, the Customer warrants that:

(a) the transport unit has been properly and competently loaded;

(b) the goods are suitable for carriage in or on the transport unit; and

(c) the transport unit is in a suitable condition to carry the goods loaded therein (save to such extent as the Company has approved the suitability of the transport unit).

8. QUOTATIONS AND INVOICING

A) The Company does not assume a role as principal by providing a fixed price quotation, or by rendering an invoice where the difference between the amounts payable to third parties retained to carry out the Customer's instructions and the fixed price represents the Company's gross profit for its services. A Customer agrees that the Company is an agent as provided in Section 1 where the Customer

(a) accepts a fixed price quotation, or

(b) does not within thirty days after receipt of the invoice object to the Company charging a fixed price for its services.

(B) Quotations are given on the basis of immediate acceptance and are subject to withdrawal or revision. Unless otherwise provided in the quotation the Company may, after acceptance, revise quotations or charges upon notice in the event of changes beyond the Company's control, including changes in exchange rates, rates of freight, carrier surcharges, or any charges applicable to the goods.



9. CHARGES COLLECT SHIPMENTS

When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the Customer shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.

10. CHANGED CIRCUMSTANCES/FAILURE TO TAKE DELIVERY

If events or circumstances, including a Customer's failure to take delivery, occur that affect performance of the Customer's mandate, the Company shall take reasonable steps to obtain the Customer's further instructions. If for whatever reason it does not receive timely instructions, the Company may:

- (a) store the goods at the sole risk and expense of the Customer, or
- (b) sell the goods immediately and without further notice, and hold any net proceeds for the account of the Customer or
- (c) authorize any third party to abandon carriage and make the Goods or any part of them available to the Customer at a place that is reasonable in the circumstances or
- (d) The company will have a lien on the Goods and all documents resisting thereto for any sums due to the company including the right to auction and or sell the Goods including expenses for auction.

11. DANGEROUS GOODS

(A) The Customer undertakes not to tender for transportation any goods that are of a dangerous, inflammable, radioactive, hazardous or damaging nature without giving full particulars of the goods to the Company. The Customer undertakes to mark the goods and the outside of any packages or container in which they may be placed to comply with any laws or regulations that may be applicable during the carriage. In the case of goods where the place of receipt is a point within Canada, the Customer further warrants that the goods, the packaging and marking thereof comply in all respects with the provisions of any legislation or regulations governing the transportation of dangerous goods.

(B) If its fails to comply with the requirements of sub-clause (A), the Customer shall indemnify the Company against all loss, damage or expense arising out of the goods being tendered for transportation or handled or carried by or on behalf of third parties retained by the Company.

(C) Goods which in the opinion of the Company or the person who has custody or possession thereof are or may become dangerous and present a hazard may at any time or place be unloaded, destroyed or rendered harmless without liability on the part of the Company.



PART 2

INSURANCE

(A) The Customer must give the Company instructions in writing to arrange insurance on its goods a reasonable time before the tender of goods for storage or transport. The Company may carry out these instructions by declaring the value of the goods under an open marine cargo policy taken out by the Company, and, upon request, provide a certificate or declaration of insurance, or other evidence of insurance. The coverage on goods so declared is subject to the terms and conditions of the policy. The Company is not liable if the Customer for any reason whatsoever fails to recover a loss in whole or in part from the insurer under the policy, even though the premium charged by the insurer is different from the Company's charges to the Customer.

(B) If coverage under its open marine cargo policy is not satisfactory, the Company will recommend an insurance broker to arrange insurance appropriate to the Customer's needs. After making this recommendation, the Company has no further duty regarding insurance, and no liability for loss of or damage to the goods during transport or storage that could have been covered by insurance on the goods, whether such loss or damage has been caused or contributed to by its negligence or breach of these conditions, or otherwise.

LIABILITY

Exclusions

Whether the ELIPL , (the Company) acts as agent for the Customer or principal contractor, it shall be relieved of liability for loss, damage or expense if same was caused by the following:

- I. Any act or omission of the Customer, Owner or any Person other than the Company acting on behalf of the Customer or Owner.
- II. Compliance with any orders or recommendations given by any competent authority or Person;
- III. Inherent vice or nature of the Goods.
- IV. Insufficient packing, marking, labeling or numbering of the Goods, unless the Company had undertaken to carry out the packing, marking, labeling or numbering of the Goods.
- V. Carriage, storage, packing, transshipment, loading, unloading or handling of the Goods by the Customer, Owner or any Person other than the Company acting on behalf of the Customer or Owner.
- VI. Terrorism, war, riot, civil commotion, sabotage or vandalism.
- VII. Strike, lockout, stoppage or restraint of labor
- VIII. Fire, flood or storm
- IX. Nuclear incident
- X. Act of God
- XI. Any cause or event which the Company was unable to avoid and the consequences whereof the Company was unable to prevent by the exercise of reasonable diligence .



- XII. Any act or omission of the Company the consequences whereof the Company could not reasonably have foreseen.

Limitation of Liabilities

When the Company is liable for compensation in respect of any loss of or damage to the Goods, such compensation shall be calculated on the basis of the value of the Goods at the place and time they were delivered or should have been delivered to the Customer. To this effect, the Customer's invoice value of the Goods plus freight, charges and insurance premium, if paid by the Customer is presumed to be the value of the Goods,

1. The Company shall in no event be liable for any loss of or damage to the Goods in an amount exceeding the equivalent of 2.30 USD (Us Dollar Two and thirty cents) of Account per kilogram of gross weight of the Goods lost or damaged OR USD 2000 (US Dollar Two thousand) per package whichever shall be the least.
2. The Company shall not in any circumstances, whatsoever or however arising, be liable for any indirect or consequential loss, including but not limited to loss of profits and loss of market, or any consequences of delay. Without prejudice to the foregoing, if the Company is found liable for delay, liability shall be limited to the charges applicable to the Service.
3. In the case of all other claims, the amount of compensation shall be limited to the lesser of the following:
 - (a) The value of the Goods, the subject of the Service, or
 - (b) A sum at the rate of US Dollar 2.30 (Us Dollar Two and thirty cents) of Account per kilogram of the gross weight of the Goods, OR USD 2000 (US Dollar Two thousand) per package whichever shall be the least.
4. Upon the Customer's prior written request, the Company may accept liability in excess of the limits prescribed in the preceding paragraphs, provided the Customer pays the Company's additional charges for such increased liability. The Customer can obtain details of such additional charges from the Company.
5. The Unit of Account mentioned in the paragraphs shall be converted into INR at the final exchange rate publicized by the Reserve Bank of India on the day when the Company pays compensation for damages.

JURISDICTION

The legal relationship between ELIPL and its customer shall be governed by and construed in accordance with the laws of India. All actions against ELIPL shall be in the sole jurisdiction of the courts in Mumbai, India.

