

## **DACHSER India Private Limited General Terms & Conditions**

The following are prevailing general terms and conditions of contract under which services are provided. These conditions supersede all previous published terms and conditions of services.

### **1. RATES**

Unless otherwise stated, all rates quoted are subject to the availability of space with the carrier and are only applicable for general, stackable, non-hazardous, non-dangerous, non-perishable, normal dimension shipments. Shipment valued more than INR 25 million must be pre-declared by the customer before accepting the quotation.

For airfreight, normal dimensions means package must not be exceeding 120 inches in Length, 92 inches in width and 62 inches in height and for transportation by sea freight, the dimensions should be in-gauge and loadable in standard 20ft or 40ft containers. All rates and surcharges are subject to change as per carrier announcements and will be charged as per the rates prevalent on the date of shipment execution. GST and other statutory charges/levies and exchange rate will be applicable at the prevalent rate.

Weight/volume ratio for air freight is 1 cbm =167 Kg. LCL shipments will be charged as per gross weight (Metric Tonnes) or volumetric weight (Cubic Meters) whichever is higher. The weight/volume ratio for inland trucking may vary from country to country and trucking charges will be levied accordingly.

All Invoices have to be settled in full within thirty (30) days from the date of DACHSER India invoice, Delayed payments beyond the agreed credit period, if any, shall attract interest at 18% p.a. Discrepancies in invoices if any must be brought to our attention within seven days from the submission of invoice.

### **2. CLAIMS**

Claims if any, must be treated independent of outstanding invoices and as per the standard terms and conditions of the respective transport document issued i.e. Air waybill for air transport, Bill of Lading for sea transport and Lorry Receipt (LR) for transportation by road. The services provided by DACHSER India shall be subject to the latest applicable provisions of Hague-Visby Rules for sea freight shipments and Montreal Convention for airfreight shipments. Any other claims/ penalty on DACHSER India will be limited to the agency/service charges paid under the contract. All claims must be notified to DACHSER India in writing within 7 days after delivery of the shipment.

### **3. PACKING**

Shipper/Manufacturer shall be responsible for the packing of goods to ensure that goods are packed in sea or air worthy packaging to withstand multimodal transportation including transit handling (by air, sea, road and rail) and protection from atmospheric elements like rain, heat, humidity, dust etc. Responsibility for use of treated packaging material as per international law as well as use of cargo-worthy containers rests with the Shipper. DACHSER India in consultation with the customer will arrange for repacking of packages opened for inspection as required by customs, charges for repacking will be paid by the customer.

Temperature controlled goods: It is always advisable for shippers to transport goods using the recommended active packaging solutions like Envirotainers for airfreight and refrigerated containers for sea freight for all goods requiring temperature control.

In the absence of active transport packaging, the Carrier will endeavor to maintain temperatures wherever possible, DACHSER India does not provide any guarantee for maintaining temperatures in transit.

It is advisable that Temperature controlled shipments booked under Passive mode are always tendered with protective Thermal blankets.

#### **4. INSURANCE**

All rates quoted are valid only for insured goods and the Shipper or Consignee should insure the goods as per the INCO terms. Shipper or Consignee should take an all risk insurance coverage from origin warehouse/location to final destination warehouse /location including in-transit warehouse, covering international as well as domestic transportation at both ends.

#### **5. TRANSIT TIME AND DELIVERY**

DACHSER India reserves the right to use any suitable carrier for arranging the transportation of the goods unless otherwise specifically agreed.

All transit times mentioned on our quotations, emails or elsewhere are estimates only, as they are governed by the schedule of the carriers, custom department practice etc.. Shipper will be liable for all costs, whether direct or consequential, in case the Consignee fails to take delivery of the shipment.

#### **6. FORCE MAJEURE**

Neither party shall assume any liability for events of force majeure and their consequences. Both contracting parties shall be released from their contractual performance obligations for the duration of the disruption, insofar as they are prevented from fulfilling their obligations or this is made considerably more difficult by events of force majeure.

Force majeure is an external event extrinsic to the company, which is unforeseeable according to human insight and experience, and which cannot be prevented, controlled or rendered harmless by economically acceptable means, even by extreme care which can reasonably be expected under the circumstances. In such a case, both parties shall make all commercially reasonable efforts to minimize the effects of the force majeure event.

For the avoidance of doubt, it is agreed that as such cases of force majeure shall qualify for example, riots, acts of war or terrorism, natural disasters, industrial action (strikes, lockouts, etc.), breakdowns or restrictions on electronic data exchange caused by third parties, cybercrime by third parties, blocking of transport routes, the spreading and the existence of an epidemic or pandemic (e.g. Covid 19), as well as all measures taken or ordered by governmental bodies (e.g. government authorities) in connection with the above cases (e.g. to contain an epidemic or pandemic).

DACHSER accepts no liability for possible consequences arising in connection herewith having effect on the provision of services owed by DACHSER (e.g. price quotations submitted for affected routes are subject to the reservation that the transport can be carried out without any changes or restriction).

Should the Force Majeure event continue to exist beyond six (6) weeks from the date of occurrence of the Force Majeure event then each contracting party is entitled to terminate the contractual relationship in adherence to a notice period of 14 days. This shall not apply in case DACHSER chooses to continue its services in accordance to following provision. prior to receipt of the effective termination.

The impact of an epidemic or pandemic on global supply chains may be very severe. Should the qualification of an epidemic or pandemic as a force majeure event be doubtful in any given case, the parties agree as follows:: Any circumstance in connection to an epidemic or pandemic as e.g. the Corona virus (including but not limited to the break-out, existence or spreading) which due to no fault of DACHSER may lead to a delay, inability to perform in part or in total or ability to perform only under changed circumstances, including but not limited to higher rates (e.g. due to increase of carrier rates, implemented fees, etc.) shall relieve DACHSER from his contractual obligations.

In deviation to any other applicable provisions, DACHSER shall under no circumstance be held liable for damages of any kind for circumstances in connection or in relation to the epidemic or pandemic (e.g. Corona Virus). However, should DACHSER chose to continue to fulfill his obligations in part or in full under any pandemic / corona virus related, changed circumstances, any additional costs shall be borne by customer in full.

## **7. OBLIGATIONS**

The obligations of DACHSER as stipulated herein or in the contractual agreement are under reserve of the continuous respect of and adherence to the national and international legal requirements or official demands concerning the security and retraceability of the trade and/or the transport chain (especially with respect to the European and American embargo sanctions).

The customer expressly affirms that all legal obligations relevant to its business – in particular: foreign trade- and customs-related regulations; all relevant embargoes on goods/countries/persons – are known to it and complied with in full, without restrictions or reservations. In this respect, DACHSER can assume that all shipments entrusted to it have undergone due verification by the customer.

These terms and conditions must be read in conjunction with the terms of conditions of Airway Bill, Bill of Lading and Custom Clearance which are available on our website [www.DACHSER.com](http://www.DACHSER.com) or copy available upon request from DACHSER India