

DACHSER CUSTOM CLEARANCE TERMS & CONDITIONS

The following are prevailing general terms and conditions under which custom clearance services are provided by Dachser India Pvt. Ltd. (**Dachser India**) or any other entity acting on its behalf. These conditions supersede all previous published terms and conditions of services.

1. REQUIREMENTS:

Consignor or consignee (“**Customer**”) must provide the following:

- a. KYC documents such as Import and Export code number, AD Code, Company registration certificate / Transaction Identification Number (TIN) Certificate, GST copy, Pan card and Telephone Bill and Address proof Authority letter for handling Custom Clearance along with 1 passport size photo of the Customer’s authorized personnel etc. as per the directive of Central Board of Excise and Customs are a pre-requisite to engage Dachser as customs house agent.
- b. Import/export documents 5 working days in advance prior to the arrival/ departure of the vessel and 2 working days prior to arrival/departure for air shipments.
- c. In case of house/factory stuffed cargo, the shipment documents are to be provided to Dachser India before movement of the container, as the shipping bill is to be filled and the checklist to be sent for approval and RFID Sealing to be done after shipping bill Generation along with the container.
- d. Additional documents if any requested by Customs officials should be submitted without delay.
- e. Customer must provide true and correct documents, statements and information of the shipment. If any untrue or incorrect document/statement is provided the Customer shall be liable for all claim, penalties or prosecution including forfeiture and sale of the shipment. Customer shall indemnify Dachser India and hold it harmless for any such claims/cost that may be brought against it.
- f. To declare in advance to Dachser India if the goods/ shipment are hazardous material, dangerous goods and Temperature control
- g. Prohibited goods as specified under the Customs Act will not be accepted and Dachser India will not be liable for any consequences thereof.
- h. The declared value of shipments for the customs should always be the actual and correct value of the shipment. All liability arising out of mis-declaration of weight, content dimensions, values etc. in the shipping documents shall be the responsibility of the Customer who shall indemnify Dachser India for any mis-declaration. Draft bill of entry and shipping bills should be checked and verified by the importer / exporter.

2. RATES:

All Import/export duty/taxes and other Government charges/levies on the shipments are payable in advance on the basis of declaration filed with the Customs and as assessed and approved by them. On completion of the custom clearance, such advances shall be accounted on regular basis with documentary proof. All Government levies, duties and taxes as applicable shall be borne by the Customer who shall also reimburse all expenses related to the shipment(s) (with required supporting) incurred by Dachser India while offering the Services to the Customer.

All Invoices have to be settled in full within thirty (30) days from the date of invoice,

3. CLAIMS:

Claims if any, must be treated independent of outstanding invoices. All claims must be notified to Dachser India in writing within 7 days. Any claims/ penalty on Dachser India will be limited to the agency/service charges paid under the contract.

4. PACKING:

Shipper/Manufacturer shall be responsible for packing the shipments in sea or air worthy packaging to withstand multimodal transportation and protection from atmospheric elements like rain, heat, humidity, dust etc., 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.

5. INSURANCE:

Customer 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.

6. CUSTOM CLEARANCE TIME:

The time mentioned for custom clearance on our quotations, emails or elsewhere is estimates only, as they are governed by the custom department schedule and practice.

7. FORCE MAJEURE:

Dachser India will not be responsible for any situation arising out of force majeure conditions or due to circumstances beyond its control including delays due to additional information requested by customs officials.

8. OBLIGATIONS:

The obligations of Dachser India are subject to the adherence by the Shipper/Customer to the national and international customs, statutory obligations and security requirements as may be applicable to its shipments and business.

Terms & conditions for customs brokerage services, are available on our website www.dachser.co.in or copy available upon request from Dachser India.