

COURIER CONSIGNMENT NOTE ISSUED BY COMPANY

TAX INVOICE - NO : 993424251000020



Shree Maruti

Infinite Possibilities - Since 1988

ADDRESS: MRJ ZILA PARISHAD MARKET - 273303 | PHONE: 9919172449

CONSIGNOR	RAJNATH TRIPATHI MAHARAJGANJ 9792818661
	NAMAN SIR NEW DELHI 8506004163 8506004163

SERVICE ACCOUNTING CODE: 998812	DESCRIPTION OF SERVICE: COURIER SERVICE
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WEIGHT	500 Gms
VOLUMETRIC CHARGE	0.00
FREIGHT CHARGE	211.86
INSURANCE CHARGE	0
FREIGHT ON VALUE	0
TAXABLE VALUE	211.86
SGST@ %9	19.07
CGST@ %9	19.07
IGST@ %18	0
CESS@ %1	0
TOTAL CHARGE	250

GSTIN: 09CRUP9821C1Z3 | StateCode: 09 | State: UTTAR PRADESH

DATE 01/07/2024 04:52 PM	ORIGIN MAHARAJGANJ-ZILA PARISHAD MARKET	DESTINATION DELHI
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DOX <input checked="" type="checkbox"/>	NON DOX <input type="checkbox"/>	C.N.No. 24194100008484
PRODUCT: FASTTRACK	<input type="checkbox"/>	

(L * B * H): 0 * 0 * 0 = 0 Kg(s)	MODE: SURFACE
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CONTENT OF SHIPMENT	VALUE OF GOODS
DOCUMENT DUPLICATE	0

CONDITIONS OF CARRIAGE:

1. Said to Contain Basis: All the consignment shall be booked on "said to contain basis" i.e. SMILE shall be under no obligation to verify the description and contents of the shipment declared by the Consignor on the dockets/invoice and as such the consignee shall undertake and ensure to make correct and factual declaration on the dockets/Airway bill. However, SMILE reserves the right to inspect and/or refuse loading of shipment not conforming to these terms and conditions, only after duly informing consignor regarding the reasons for such inspection and/or refusal and after receiving the confirmation from consignor. Consignor shall not be liable for any such shipment. Consignor shall indemnify and would keep indemnified SMILE, its directors and employees against all claims, losses, charges and expenses incurred by SMILE due to any banned, restricted or dangerous items entering in to the network of the SMILE due to any commission or omission of Consignor.

2. Prohibited Items: The currency, bearer cheques, hundies, bearer tally and/or similar other documents, Gold, Silver, Jewellery, Precious stones, Liquid, Semi Liquid perishable/fragile goods narcotics and / or any item which are prohibited and/or restricted by statutory law and acts are strictly not accepted by us. If such articles are enclosed without our information, the Company / Franchisee will not be liable for the same and no claim shall be entertained for such articles.

3. Limitation of Liability: (a) In case of loss, theft, damage and mishandling of booked consignment maximum liability of the Company/ Franchisee shall not be exceeding to the sum equivalent to 10 times of freight charges for documents and 5 times of freight charges for parcels (below Rs.5000/-) or the value of the consignment mentioned on the docket whichever is less. (b) All the high value shipment (above Rupees Five Thousand) and Fragile Shipment should be insured by the Consignor while booking. If any such shipment booked (insured) in such cases, in the event of loss/damage or theft of such shipment the Company / Franchisee will not be liable at all to reimburse to the customer.

4. No Service Area: Where the dox or Non-dox booked unknowingly for the area which comes under NSA (No Service Area) i.e. beyond the network of SMILE in such event the said shipment shall be returned to the party/consignor. In case of NSA service the Maximum Liability of the Company/Franchisee shall be limited up to return of freight amount only.

CONSIGNOR SIGNATURE	RECEIVED BY
Printed on: 01/07/2024 17:03 PM	

Branch Office :
Channel Partner of SHREE MARUTI INTEGRATED LOGISTICS LIMITED.
TANVI EXPRESS
Ph: 9919172449

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CONDITIONS OF CARRIAGE :

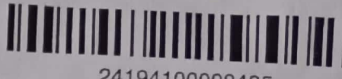
- Applicability: The provision set out and referred to in this consignment note shall apply to transportation through any mode and shall not be restricted to one mode of transport only.
- Definitions: at SMILE - "SHREE MARUTI INTEGRATED LOGISTICS LIMITED" b) Customer - mean and includes consignor, consignee and/or his/her authorized representatives. c) Delivery - means tender of shipment to the customer or intimation about arrival of the shipment at destination. d) Freight - means the basic freight only and it excludes the other components like taxes and other levies.
- Mode of Transport: SMILE is entitled to use any mode and route for transportation.
- Contract: The docket is a contract between SMILE and customer.
- Non-negotiable: The SMILE Waybill/ Consignment Note is non-negotiable and the consignor acknowledges that it has been prepared by the Consignor or by SMILE on behalf of the Consignor.
- Acceptance of Terms and Conditions: By giving your shipment you accept our terms and conditions set out in the consignment note and/or the contract of carriage and/or the contract for the performance of other services on behalf of yourself and/or anyone else who has authority in the shipment or the performance of other services irrespective of whether you have signed the front of our consignment note or not. Our terms and conditions also cover and can be invoked by anyone we use or sub-contract to collect, transport, deliver your shipment or perform other services as well as our employees, directors and agents. Only one of our authorized officers may agree to a variation of these terms and conditions in writing. When you give us the shipment with oral or written instructions that conflict with our terms and conditions we shall not be bound by such instructions.
- Insurance: a) SMILE does not offer any insurance cover for the shipments and insist to customer to hand over insured goods for transportation under the consignor insurance. In the event of any loss, theft and damage of shipment maximum liability of SMILE is upto provision of CGF only.
- Law and Jurisdiction: This contract shall be governed and construed in accordance with the law of India and all disputes and claims are subject to the exclusive and irrevocable jurisdiction of Courts in Ahmedabad only and no other court shall have jurisdiction.
- Documentation: a) Proper and completed documentation by the customer is compulsory required alongwith accurate details of the shipper/receiver's name, address, telephone Nos, email-id and forms, waybills, invoices etc. as per the statutory requirements. b) SMILE shall not be responsible liable in case of any deficiency in the documents/statutory requirements and no claim or grievance of any nature shall be entertained. c) Customer hereby undertake to make good the loss to SMILE in case their shipment(s) cause damages to other shipment(s) in the vehicle due to inherent nature and which is wrongly declared by the customer OR in case of seizure by any government authority due to improper and incomplete documentation as a result other shipment (s) also get delayed resulting in a loss to SMILE. d) SMILE shall not be liable for any kind of damages to the goods caused due to improper and defective packaging of goods.
- Statutory payments: a) The consignments are solely responsible for all payments if any, levied by the government or any statutory body etc. such as Octroi/entry Tax, service tax/value added tax or any other tax levied from time to time. b) In the event of any shipment being held by any statutory authority such as but not limited to Commercial Tax/customs, Check post officials, Octroi / Entry tax etc. SMILE shall not be responsible for any kind of consequential loss/freight refund. Further customer have agreed to make good the loss to SMILE. In case claims being lodged on liable. The company reserves the right to entrust the goods to any other carrier. The Company/Franchisee will not be liable for any delay, damage or loss during its transit through other carrier of situation beyond our control i.e. occurred due to acts of God or Man -> calamities.
- Liability: SMILE shall have a general lien prior to the consignments of the customer towards any dues payable to SMILE by the customer.
- Claims: 1) No claim shall be entertained by the SMILE for any loss or shortage/damage/non-delivery/lossage/leakage/pillage etc. of the consignment unless a written claim is lodged within 30 days from the date of booking, subject to remarks on the proof of delivery. 2) SMILE shall not entertain any claims arising due to delay in delivery of consignment for any reason.
- Chargeable Weight: 1) Every shipment shall be charged by its chargeable weight i.e. the actual weight or the volumetric weight whichever is high. 2) Volumetric weight of the shipment in Kg. is its gross cubic cm. i.e. Length x breadth x height divided by 5000.
- VALUATION CHARGES: Franchisee shall ensure to collect parcel valuation charges per thousand 0.5% extra additional to the charges for the shipments having value above Rs. 5000/- from the customer at the time of booking.
- EXCLUSIONS: 19.3 We will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity even if we had knowledge that such damages or loss might arise or for any indirect, incidental, special or consequential damages or loss howsoever arising including without limitation breach of contract, negligence, willful act or default. 19.2 We are not liable if we do not fulfil any obligations towards you at all as a result of Circumstances beyond our control such as (but not limited to) Acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost or other natural calamities or disasters) or force majeure including (but not limited to) war, epidemics, acts of public enemies, strikes, embargoes, pest, local disputes or civil commotions.
- Change of Address: Subsequent to booking of a consignment if the consignor makes any changes in the address or any other details, additional charges shall be levied as a result of such a change, as decided by the company.
- Return to Origin (RTO): If the customer/consignor do not take delivery of the shipment for any reason whatsoever, SMILE shall intimate to the customer/consignor and upon request of the consignor SMILE return the shipment and raise the bill on the consignor towards the transportation and other charges including transport charges in accordance with the terms of the contract and the customer shall be liable to pay all dues payable to SMILE whether at the original booking station or elsewhere as notified by SMILE.
- Terms in addition to special contracts: The terms and conditions stipulated are in addition to special contracts if any between SMILE and the customer.
- Arbitration: In case of any dispute or differences arising out of or in relation to the docket shall be referred to a sole arbitrator appointed by SMILE. The award of the Arbitrator shall be final and binding upon both the parties. The Arbitration shall be conducted in English language and the venue of such arbitration shall be at Ahmedabad only. The award of the Arbitrator shall be final and binding upon both the parties. The Arbitration shall be conducted in English language and the venue of such arbitration shall be at Ahmedabad only. The award of the Arbitrator shall be final and binding upon both the parties.
- GST: GST will be charged or total amount of the freight including all other charges as per rules applicable. GST is payable as per the applicable rules being enforced from time to time by the authority concerned.
- Right to Change: The Company reserves the right to change the clauses mentioned in the terms and conditions without any prior notice.

Shree Maruti

Infinite Possibilities - Since 1985

ADDRESS: MRJ ZILA PARISHAD MARKET - 273303 | PHONE:9919172449

DATE 01/07/2024 04:40 PM	ORIGIN MAHARAJGANJ-ZILA PARISHAD MARKET	DESTINATION DELHI
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DOX <input checked="" type="checkbox"/>	NON DOX <input type="checkbox"/>	C.N.No.
PRODUCT: FASTTRACK		
		24194100008485

(L * B * H): 0 * 0 * 0 = 0 Kg(s) MODE: SURFACE

CONTENT OF SHIPMENT	VALUE OF GOODS
DOCUMENT	0

CONSIGNOR: RAJNATH TRIPATHI
MAHARAJGANJ
9792818661

ASHEESH RANA
NEW DELHI
9711790134
9711790134

SERVICE ACCOUNTING CODE: 996812 DESCRIPTION OF SERVICE: COURIER SERVICE

GHT	50 Gms
VOLUMETRIC CHARGE	0.00
GHT CHARGE	127.12
FRANCE CHARGE	0
GHT ON VALUE	0
BLE VALUE	127.12
@ %9	11.44
@ %9	11.44
@ %18	0
@ %1	0
CHARGE	150

CONDITIONS OF CARRIAGE:

- Said to Contain Basis: All the consignment shall be booked on "said to contain basis" i.e. SMILE shall be under no obligation to verify the description and contents of the shipment declared by the Consignor on the dockets/Invoices and as such the consignor shall undertake and ensure to make correct and factual declaration on the dockets/Airway bill. However, SMILE reserve the right to inspect and/or refuse booking of shipment not conforming to these terms and condition, only after duty informing consignor regarding the reasons for such inspection and/or refusal and after receiving the confirmation from consignor. Consignor shall not book, handover any shipment consisting of prohibited, restricted or dangerous products and SMILE shall not be liable for any such shipment. Consignor indemnified and would keep indemnified SMILE, its directors and employees against all claims, losses, charges and expenses incurred by SMILE due to any banned, restricted or dangerous items entering in to the network of the SMILE due to any commission or omission of Consignor.
- Prohibited Items: The currency, bearer cheques, hundies, bearer billy and/or similar other documents, Gold, Silver, Jewellery, Precious stones, Liquid, Semi Liquid perishable/fragile goods narcotics and / or any item which are prohibited and/or restricted by statutory law and acts are strictly not accepted by us. If such articles are enclosed without our information, the Company / Franchisee will not be liable for the same and no claim shall be entertained for such articles.
- Limitation of Liability: (a) In case of loss, theft, damage and mishandling of booked consignment maximum liability of the Company/ Franchisee shall not be exceeding to the sum equivalent to 10 times of freight charges for documents and 5 times of freight charges for parcels (below Rs.5000/-) or the value of the consignment mentioned on the docket whichever is less. (b) All the high value shipment (above Rupees Five Thousand) and Fragile Shipment should be insured by the Consignor while booking, if any such shipment booked uninsured in such cases, in the event of lost/damages or theft of such shipment the Company / Franchisee will not be liable at all to reimburse to the customer.
- No Service Area: Where the dox or Non-dox booked unknowingly for the area which comes under NSA (No Service Area) i.e. beyond the network of SMILE in such event the said shipment shall be returned to the party/consignor. In case of NSA service the Maximum Liability of the Company's/Franchisees' shall be limited up to return of freight amount only.

CONSIGNOR SIGNATURE
Printed on: 01/07/2024 16:56 PM

RECEIVED BY
Branch Office :
Channel Partner of SHREE MARUTI INTEGRATED LOGISTICS LIMITED.
TANVI EXPRESS
Ph :9919172449

9CRUPS9821C1Z3 | StateCode: 09 | State: UTTAR PRADESH

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CONDITIONS OF CARRIAGE :

The provision set out and referred to in this consignment note shall apply to transportation through any mode and shall not be restricted to one mode of transport only
SMILE - " SHREE MARUTI INTEGRATED LOGISTICS LIMITED" b) Customer - mean and includes consignor, consignee and/or his/her authorized representatives.c) Delivery - means tender of shipment to the customer or intimation about arrival of the shipment
Weight - means the basic freight only and it excludes the other components like taxes and other levies
Docket is a contract between SMILE and customer
The SMILE Waybill/ Consignment Note is non-negotiable and the consignor acknowledges that it has been prepared by the Consignor or by SMILE on behalf of the Consignor
Terms and Conditions: By giving us your shipment you accept our terms and conditions set out in the consignment note and/or the contract of carriage and/or the contract for the performance of other services on behalf of yourself and/or anyone else who has signed the consignment note or the performance of other services irrespective of whether you have signed the front of our consignment note or not. Our terms and conditions also cover and can be invoked by anyone we use or sub-contract to collect, transport, deliver your shipment or perform other services as well as our employees, directors and agents. Only one of our authorized officers may agree to a variation of these terms and conditions in writing. When you give us the shipment with oral or written instructions that conflict with our terms and conditions we shall be bound by such instructions
SMILE does not offer any insurance cover for the shipments and insist to customer to hand over insured goods for transportation under the consignor insurance. In the event of any loss, theft and damage of shipment maximum liability of SMILE is upto provision of consignor insurance.
This contract shall be governed and construed in accordance with the law of India and all disputes and claims are subject to the exclusive and irrevocable jurisdiction of Courts in Ahmedabad only and no other court shall have jurisdiction
a) Proper and completed documentation by the customer is compulsory required alongwith accurate details of the shipper/receiver's name, address, telephone Nos. email-id and forms, waybills, invoices etc. as per the statutory requirements. b) SMILE shall not be liable in case of any deficiency in the documents/statutory requirements and no claim or grievance of any nature shall be entertained. c) Customer hereby undertake to make good the loss to SMILE in case their shipment(s) cause damages to other shipment(s) inherent nature and which is wrongly declared by the customer OR in case of seizure by any government authority due to improper and incomplete documentation as a result other shipment (s) also get delayed resulting in a loss to SMILE. d) SMILE shall not be liable for damages to the goods caused due to improper and defective packaging of goods
The customers are solely responsible for all payments if any, levied by the government or any statutory body etc. Such as Octroi/entry Tax, service tax/value added tax or any other tax levied from time to time. b) In the event of any shipment being held up by such as but not limited to Commercial Tax/sales tax, Custom, Check post official, Octroi / Entry tax etc. SMILE shall not be responsible for any kind of consequential loss/freight refund. Further customer have agreed to make good the loss to SMILE, in case of any such delay or hold up on SMILE by Statutory authorities due to insufficient documents or wrongful declaration by the customer
The company reserves the right to entrust the goods to any other carrier. The Company/Franchisee will not be liable for any delay, damage or loss-during its transit through other carrier of situation beyond our control i.e. occurred due to acts of God or Man
I have a general lien over all the consignments of the customer towards any dues payable to SMILE by the customer
No claim shall be entertained by the SMILE for any loss of shortage/damage/non-delivery/breakage/leakages/pillage etc. of the consignment unless a written claim is lodged within 30 days from the date of booking, subject to remarks on the proof of delivery. 2) : a) Claims arising due to delay in delivery of consignments for any reason
1) Every shipment shall be charged by its chargeable weight i.e. the actual weight or the volumetric weight whichever is high. 2) Volumetric weight of the shipment in Kg. is its gross cubic cms. i.e. Length x breadth x height divided by 5000
FRANCHISEE: Franchisee shall ensure to collect parcel valuation charges per thousand 0.5% extra additional to freight charges for the shipments having value above Rs. 5000/-, from the customers at the time of booking
We will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity even if we had knowledge that such damages or loss might arise or for any indirect, incidental, special or consequential damages or losses of any nature whatsoever arising including without limitation breach of contract, negligence, willful act or default. 19.2 We are not liable if we do not fulfill any obligations towards you at all as a result of Circumstances beyond our control such as (but not limited to): earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost or other natural calamities or disasters, b) Force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, peril, local disputes or civil commotions
Subsequent to booking of a consignment if the consignor makes any changes in the address or any other changes, additional charges shall be levied as a result of such a change, as decided by the company
If the customer/Consignee do not take delivery of the shipment for any reason whatsoever, SMILE shall intimate to the customer/consignor and upon request of the consignor SMILE return the shipment and raise the bills on the consignor towards the charges including transport charges in accordance with the terms of the contract and the customer shall be liable to pay all dues payable to SMILE whether at the original booking station or elsewhere as notified by SMILE
Special contracts: The terms and conditions stipulated are in addition to special contracts, if any between SMILE and the customer
Any dispute or difference arising out of or in relation to this docket shall be referred to a sole arbitrator appointed by SMILE, governed under the provisions of Arbitration and Conciliation Act, 1996 as are in force and any amendment thereto from time to time conducted in English language and the venue of such arbitration shall be at Ahmedabad only. The award of the Arbitrator shall be final and binding upon both the parties
The company reserves the right to change the clauses mentioned in the terms and conditions without any prior notice



Shree Maruti

Infinite Possibilities - Since 1985

ADDRESS: MRJ ZILA PARISHAD MARKET - 273303 | PHONE:9919172449

DATE 01/07/2024 04:44 PM	ORIGIN MAHARAJGANJ-ZILA PARISHAD MARKET	DESTINATION DELHI
DOX <input checked="" type="checkbox"/> NON DOX <input type="checkbox"/>	C.N.No. 24194100008488	
PRODUCT: FASTTRACK	(L * B * H): 0 * 0 * 0 = 0 Kg(s)	MODE: SURFACE
DOCUMENT	CONTENT OF SHIPMENT	VALUE OF GOODS
CONSIGNOR SIGNATURE		RECEIVED BY
Printed on: 01/07/2024 16:55 PM		
Branch Office : Channel Partner of SHREE MARUTI INTEGRATED LOGISTICS LIMITED. TANVI EXPRESS Ph:9919172449		
TRACK YOUR SHIPMENT ON www.shreemaruti.com Helpline : +91 9712 666 666		

CONSIGNOR
RAJNATH TRIPATHI
MAHARAJGANJ
9792818661

CONSIGNEE
MR. SOHAN
NEW DELHI
8506000148
8506000148

SERVICE ACCOUNTING CODE: 996812 DESCRIPTION OF SERVICE: COURIER SERVICE	
WEIGHT	50 Gms
VOLUMETRIC CHARGE	0.00
FREIGHT CHARGE	127.12
INSURANCE CHARGE	0
FREIGHT ON VALUE	0
TAXABLE VALUE	127.12
SGST@ %9	11.44
CGST@ %9	11.44
IGST@ %18	0
CESS@ %1	0
TOTAL CHARGE	150

GSTIN: 09CRUPS9821C1Z3 | StateCode: 09 | State: UTTAR PRADESH

CONDITIONS OF CARRIAGE :

5. Applicability : The provision set out and referred to in this consignment note shall apply to transportation through any mode and shall not be restricted to one mode of transport only
6. Definitions : a) SMILE — " SHREE MARUTI INTEGRATED LOGISTICS LIMITED" b) Customer - mean and includes consignor, consignee and/or his/her authorized representatives.c) Delivery - means tender of shipment to the customer or intimation about arrival of the shipment destination. d) Freight — means the basic freight only and it excludes the other components like taxes and other levies
7. Mode of Transport: SMILE is entitled to use any mode and route for transportation
8. Contract: The docket is a contract between SMILE and customer
9. Non-Negotiable : The SMILE Waybill/ Consignment Note is non-negotiable and the consignor acknowledges that it has been prepared by the Consignor or by SMILE on behalf of the Consignor
10. Acceptance of Terms and Conditions : By giving us your shipment you accept our terms and conditions set out in the consignment note and/or the contract of carriage and/or the contract for the performance of other services on behalf of yourself and/or anyone else who has an interest in the shipment or the performance of other services irrespective of whether you have signed the front of our consignment note or not. Our terms and conditions, also cover and can be invoked by anyone we use or sub-contract to collect, transport, deliver your shipment or perform other services as well as our employees, directors and agents. Only one of our authorized officers may agree to a variation of these terms and conditions in writing. When you give us the shipment with oral or written instructions that conflict with our terms and conditions we shall not be bound by such instructions
11. Insurance : a) SMILE does not offer any insurance cover for the shipments and insist to customer to hand over insured goods for transportation under the consignor insurance. In the event of any loss, theft and damage of shipment maximum liability of SMILE is upto provision of DOP only
12. Law and Jurisdiction : This contract shall be governed and construed in accordance with the law of India and all disputes and claims are subject to the exclusive and irrevocable jurisdiction of Courts in Ahmedabad only and no other court shall have jurisdiction
13. Documentation : a) Proper and completed documentation by the customer is compulsory required alongwith accurate details of the shipper/receiver's name, address, telephone Nos, email-id and forms, waybills, invoices etc. as per the statutory requirements. b) SMILE shall not be made responsible /liable in case of any deficiency in the documents/statutory requirements and no claim or grievance of any nature shall be entertained. c) Customer hereby undertake to make good the loss to SMILE in case their shipment(s) cause damages to other shipment(s) in the vehicle due to inherent nature and which is wrongly declared by the customer OR in case of seizure by any government authority due to improper and incomplete documentation as a result other shipment (s) also get delayed resulting in a loss to SMILE. d) SMILE shall not be liable for any kind of damages to the goods caused due to improper and defective packaging of goods
14. Statutory payments : a) The customers are solely responsible for all payments if any, levied by the government or any statutory body etc. Such as Octroi/entry Tax, service tax/value added tax or any other tax levied from time to time. b) In the event of any shipment being held by any statutory authority such as but not limited to Commercial Tax/sales tax, Custom, Check post official, Octroi / Entry tax etc. SMILE shall not be responsible for any kind of consequential loss/freight refund. Further customer have agreed to make good the loss to SMILE, in case claims being lodged on SMILE by Statutory authorities due to insufficient documents or wrongful declaration by the customer
15. Right to entrust : The company reserves the right to entrust the goods to any other carrier. The Company/Franchisee will not be liable for any delay, damage or loss-during its transit through other carrier of situation beyond our control i.e. occurred due to acts of God or Man—i.e calamities
16. Lien : SMILE shall have a general lien over all the consignments of the customer towards any dues payable to SMILE by the customer
17. Claims : 1) No claim shall be entertained by the SMILE for any loss or shortage/damage/non-delivery/breakage/leakages/pilferage etc. of the consignment unless a written claim is lodged within 30 days from the date of booking, subject to remarks on the proof of delivery. 2) I shall not entertain any claims arising due to delay in delivery of consignment for any reason
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19. VALUATION CHARGES : Franchisee shall ensure to collect parcel valuation charges per thousand 0.5% extra additional to freight charges for the shipments having value above Rs. 5000/-, from the customers at the time of booking
20. EXCLUSIONS : 19.1 We will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity even if we had knowledge that such damages or loss might arise or for any indirect, incidental, special or consequential damages or loss howsoever arising including without limitation breach of contract, negligence, willful act or default. 19.2 We are not liable if we do not fulfill our obligations towards you at all as a result of circumstances beyond our control such as (but not limited to) Acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost or other natural calamities or disasters; b) Force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, pest, local disputes or civil commotions
21. Change of Address : Subsequent to booking of a consignment if the consignor makes any changes in the address or any other changes, additional charges shall be levied as a result of such a change, as decided by the company
22. Return to Origin(HTC) : If the customer/Consignee do not take delivery of the shipment for any reason whatsoever, SMILE shall intimate to the customer/consignor and upon request of the consignor SMILE return the shipment and raise the bills on the consignor towards the transportation and other charges including transport charges in accordance with the terms of the contract and the customer shall be liable to pay all dues payable to SMILE whether at the original booking station or elsewhere as notified by SMILE
23. Terms in addition to special contracts: The terms and conditions stipulated are in addition to special contracts. If any between SMILE and the customer
24. Arbitration : In case of any dispute or difference arising out of or in relation to this docket shall be referred to a sole arbitrator appointed by SMILE, governed under the provisions of Arbitration and Conciliation Act, 1996 as are in force and any amendment thereto from time to time. The Arbitration shall be conducted in English language and the venue of such arbitration shall be at Ahmedabad only. The award of the Arbitrator shall be final and binding upon both the parties
25. GST : GST will be charged on total amount of the freight including all other charges as per rules applicable. GST is payable as per the applicable rules being enforced from time to time by the authority concerned
26. Right to Change : The Company reserves the right to change the clauses mentioned in the terms and conditions without any prior notice