

## Terms & Conditions:

AIR FREIGHT: Exports & Imports

Please note that the described services and rates quoted are subject to the following terms and conditions:

1. Freight will be charged on the basis of the gross weight or volume weight, whichever is higher. Weight / Volume ratio is 1:6.
2. The above rates are not valid for Hazardous Cargo, Dangerous Cargo, and Over Dimensional Cargo (by weight or volume). The rates are quoted for General Cargo.
3. All Surcharges / Increase in Surcharges / New Surcharges will be applicable on an immediate basis as per the applicable prevailing rate(s) and are subject to charge or change without prior notice.
4. The Customer shall be liable to make payments of all ground rent, vehicle detention, demurrage charges/levies/surcharges or any cargo related charges incurred towards the shipment, unless otherwise agreed by Hellmann in writing.
5. Hellmann reserves the right to increase its rates and charges, and to impose surcharge (including without limitation for fuel, security costs) resulting from compliance with regulatory changes applicable to the air export/ import shipment(s) without prior notice and to continue such increase(s) for such period(s) as Hellmann may deem necessary.
6. Any change(s) in the specifications of the shipment(s) as mentioned aforesaid would be based on mutual written agreement between Hellmann and Customer.
7. For Negotiability and Title of Goods, Carriers responsibility, Compensation and Liability, please refer to the Terms and Conditions mentioned at the back of the related Air Waybill.
8. In the event that the service or parts of the service contemplated herein is prohibited under any Laws or regulations, including but not limited to U.S. Laws, Laws of the European Community or national laws, including but not limited to Laws and regulations relating to the fight against terrorism and embargos, Hellmann is entitled to cancel the service or parts of the service at any time, without prior notice and without incurring any liability to Customer or any third party of legal, financial or consequential nature whatsoever. Hellmann reserves the rights, at any time, to offload, abandon or refuse to carry or further process the shipment under this clause.
9. Hellmann shall have no legal liability whatsoever for non-compliance of this Agreement on account of any Force Majeure event. Force Majeure clause will be applicable in case of events beyond Hellmann control such as but not limited to Acts of God, weather

conditions, environmental or dangerous goods incidents, perils of the ocean, public enemies, public authorities acting with actual or apparent authority, application of security regulations imposed by a government or otherwise applicable to the shipment, acts or omissions of customs officials, authority of law, quarantine, riots, strikes, work stoppages or slowdowns, or other labour disputes or disturbances, civil commotions or hazards incident to a state of war, local or national disruptions in ground or ocean transportation networks or mechanical delay of vessel or other equipment failures or due to events beyond Hellmann's control, disruption or failure of communication and information systems, disruption or failure of utilities, or any circumstances beyond Hellmann's control.

10. In no event shall Hellmann's freight and other dues on our invoice be withheld due to reasons such as but not limited to any damage to cargo, short shipment, lost shipment, misrouted shipment, or transit delay and the customer has agreed to waive any and all rights, including any statutory or common law rights, to set off the amount of any claim against charges owed to Hellmann. All such issues may be amplified via standard claims procedure involving timely notification, joint survey and are subject to carrier rules and regulations and terms and conditions on the related Air Waybill. The customer shall be responsible to ensure that all requirements regarding proper packing of the shipment/cargo is complied with to ensure safe transportation with ordinary care in handling. A copy of Claims procedure will be provided on request.
11. Hellmann is not responsible for insurance of the cargo and Hellmann always recommend customers to take precautionary transit insurance based on the landing cost of the cargo. Under no circumstances shall Hellmann shall be liable for any indirect, special, incidental, consequential or exemplary damages of any kind or nature including those arising from delayed delivery, regardless of whether such loss was reasonably foreseeable or Hellmann was informed of the possibility of such loss and whether pleaded under Tort, Contract or any other legal theory.
12. Hellmann reserves the right to refuse in its sole discretion to provide service, for any shipment that by reason of being dangerous, or other character of its contents may, in the sole judgment of Hellmann, damage other shipments or equipment, or if Hellmann deems that it is unsafe or economically or operationally impracticable to provide service.
13. All disputes arising under or relating to this quotation shall be governed by the Laws of India and shall be subject to the jurisdiction of Court within the limits of Hellmann local office address as set forth above.
14. In the event of a conflict between any of the terms of this Quotation and related Airway Bill and/or other related document, Hellmann hereby reserves the right at its sole discretion to amend / modify / change or adopt such terms / clauses in Hellmann's best interest. The description of services and rate(s) quoted above stand valid and confirmed by customer, unless otherwise specifically advised to Hellmann in writing within 7 days from the date set forth above or before any shipment movement order placed with Hellmann, whichever is earlier. All other terms and conditions remain binding and unchanged.

15. Hellmann's Standard Trading Conditions, on request, are available on specific written request. Hellmann reserves the right to modify, amend, supplement, or change the above terms and conditions in this quotation at any time without prior notice unless agreed otherwise.

16. Air Exports

- a. For Cash Customers: Freight payments to be made against delivery of documents and for shipments with invoice value exceeding Rs. 100,000/-, payment will be accepted only by way of Pay Order, Demand Draft or Online payment transfer. Unless specified above

17. Air Imports

- a. AAI Charges, CMC Charges and any other Receipted Expenses will be on actual, wherever applicable.
- b. X-ray Charges or any other such charges applicable to unsecured consignments or to unsecured shipper, will be separately charged.
- c. Freight payments to be made in ..... days from the invoice date with Maximum amount of INR..... (Rupees .....only) as agreed credit limit and confirmed as per our discussion. Hellmann reserves the right to withdraw such credit limit assigned to customer at any time without prior notice, unless specified above

Taxes (as applicable) on forwarding and coordinating charges and on any other nonreceipted expense, as per prevalent government rules and regulations