

DWB Booking terms & condition

I/We hereby confirm that particulars of goods packed & declared in invoice are same. Packing of the docket was done under our supervision.

1. Applicability: The Provisions set out In the DWB shall apply to all Multi-modal transportations being performed by TCI EXPRESS. It also applies, if the transport as described on the face of the DWB is contrary to the original intention of the party, performed by the one mode of transportation only.

2. Defintion :Delivery means delivering of goods to or placing the goods at the disposal of the party entitled to receive it .

shipment: Means all documents and parcel that travel under one DWB Goods : Means Cargo accepted from the consignor and includes any container, transportable tank not supplied by or on behalf of TCI EXPRESS, excluding all dangerous, inflammable, combustible, contraband, prohibited goods, bullion, gems and currency note etc.

3. Methods and Routes of Transportation : TCI EXPRESS is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes.

4. The DWB note is to be regarded as a contract between the owner or the dispatcher of the Goods specified on the face hereof, on the one part and TCI EXPRESS, on the other Part for transportation of the goods. This DWB is NOT NEGOTIABLE under the Negotiable Instrument Act 1861.

5. DWB Note : TCI EXPRESS shall issue a DWB note as an acknowledgment of the receipt of goods for transportation but no such DWB shall be the evidence of the condition or of the declared nature, quantity or weight of the goods received by TCIEXPRESS.

6. The consignor hereby warrants that the subject DWB does not include the material, CONTRABAND or PROHIBITED by any Law time being in force, or banned by IATA (Intemallonal AIR Transport Association), cash, jewellery, precious metals and the DWB has been correctly valued and properly packed,marked and addressed so as to ensure safe transportation and delivery, though the TCI EXPRESS has a right not an obligation to open/inspect any document is order to check the misuse of our services by any unscrupulous people.

7. The Consignor/Consignee shall without any limitation, be solely liable to the company for all costs and expenses which would include OCTROI, OTHER TAXES/IMPORTS/LEVIES related to the DWB and the cost of warehousing are return of the DWB to the consignor, if it is so desired by them and agreed by TCIEXPRESS.

8. The consignor hereby acknowledged that TCIEXPRESS may abandon or release the DWB itself or any article contained there in,which may have been declared by TCIEXPRESS as unacceptation for transportation or which the consignor has mis-described and/or over undervalued whether intentionally or otherwise without incurring any liability whatsoever to the consignor/ consignee.

9. Indemnify to TCIEXPRESS : The consignor should indemnify the carrier against all proceedings, fines, penalties, damages & loss and damage to the carrying vehicle and to other goods due to any error, omission, mis-statement of or insufficient or improper packing labeling or addressing of the goods or fraud .

10. Generally : TCIEXPRESS shall have a general lien against the owner of goods for any money whatever due to TCIEXPRESS from the consignor/consignee or such other owner of the goods. If any lien is not satisfied within a reasonable time, the TCIEXPRESS may at its absolute discretion sell the goods or part thereof, as agent for the owner and apply the proceeds towards the moneys due and the expenses of the retention's and sale of the goods and shall, upon accounting to the consignor/ consignee for any balance remaining be discharged or liability whatsoever in respect of the goods.

11. Without prejudice to the forgoing clauses, the liability of the company for any loss or damage, the claim shall be limited to the extent of freight charged or Rs. 5000/- whichever is less, either consequential or otherwise for any cargo.

12. Limitation of TCIEXPRESS : TCIEXPRESS will use its best endeavors to effect delivery of the subject DWBs as agreed. TCIEXPRESS will not, in any circumstances assume any responsibility or liability for any loss (direct or consequential),

irrespective of the amount involved) alleged to have sustained by consignor/ consignee Shipper, arising out of or caused by delay in pick-up. transportation and delivery of the subject DWB due to :

a) Act of God. Act of State enemies. force majeure, natural calamities or flood or convulsions of nature, atmospheric disturbances, fire explosions accidents, to the carrying vehicle or by the action of terrorists, militants or activists or by a person acting for a political motive, or caused or resulting from strikes, lockouts, labour disturbances, riot or civil commotion etc. or confiscation of goods by Government or any Authority provided that TCIEXPRESS has exercised reasonable care and precaution in the transportation of the subject DWB .

b) Any act default/omission on the part of consignor/consignee or any other interested party howsoever arising. Inherent voice or the nature or any special characteristics of the subject DWB and

c) Electric or magnetic injury erasure or other such damage to photographic or electronic picture images or recording the any form.

13. Time limit for the claim: It is hereby expressly declared that no inquiry and or shall be entertained unless the consignor/consignee make a claim in writing to TCIEXPRESS within 30 days for:

a) Shot Delivery or damage to goods, immediately after delivery at destination.

b) Non-delivery, mis-delivery from the date of commencement of transit.

c) Damage delivery, from the date of delivery the consignment.

d) No claim as above shall be entertained by TCIEXPRESS until all its freight/octroi check post dues/levies, detention charges, demurrage etc. or any outstanding have been paid to TCIEXPRESS by the consignor/ consignee as the case may be.

14 Discharge: TCIEXPRESS shall be discharged from all liabilities under this DWB/AWB note unless a suit is brought within 6 months after the date of:

a) Delivery of goods.

b) When the goods should have been delivered.

c) When TCIEXPRESS disclaimed liability to the consignor/consignee in the term of clause No. 13.

15. Except under very special circumstances and/or for very good reason and after the payment of all the dues to TCIEXPRESS by the consignor/consignee both in respect of original outward transit and the return transit and solely at the discretion of TCIEXPRESS to rebook the goods from destination station (after arrival there at) to the original booking station or any other station.

16. Underlivered or Unclaimed: Where TCIEXPRESS is unable for any reason to deliver the DWB to the consignee or as he may dispose the unclaimed goods by auction and lender the balance excess proceeds if any, after deduction of all the proper charges/expenses in relation there to and of all outstanding charges in relation to the carriage and storage of the goods shall discharge TCIEXPRESS from all liabilities in respect of such goods and their carriage and storage.

17.If the scheduled delivery date fall on Sunday/National/Local Holiday, the next working day shall be treated as due delivery date.

18. The parties shall not be entitled to deduct/adjust/setoff any amount due to TCIEXPRESS on account of claim including for loss of MODVAT copy and delivery challan etc. However TCIEXPRESS will extend cooperation if necessary in enabling the shippers to obtain the duplicate copy.

19. The terms and conditions as stipulated in this DWB are in addition to the special contract if any, between TCIEXPRESS and parties.

20. Jurisdiction: Delhi Court shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this contract.

This is a Non Negotiable Way Bill.
. DACC is "Delivery Against Consignee Copy" The customer has to present consignee copy of the DWB at delivery destination to collect the material from our destination warehouse. Transit time is not applicable.
FOD/TO PAY : Material booked under this category shall be delivered only after the receipt of payment. Transit time not applicable.
COD/DOD Material booked under the category shall be delivered only after receipt of Demand Draft in favor of booking party. Transit time not applicable.
OR (Owner's Risk) : Where either Shipper or Receiver has undertaken the Insurance coverage for the material covered under this DWB. Policy No. need to be furnished. In case of any mishap TCIEXPRESS shall provide fact certificate to take up the claim issue their underwriters.
CR (Carrier's Risk): Where TCIEXPRESS has charged Risk cover charges, TCIEXPRESS and its underwriters covers the responsibility for claim/issuing COF in case of any mishap.
DEMURRAGE : Demmuration will be charged Rs. 1 per kg for material lying at our destination office for more than 3 days. Demmuration will also be charged at above rate if material is put on hold in transit because of incomplete statutory documents or on request of consignor/consignee.
UCG : The Company reserves the right to transfer any material lying at our godown for more than 90 days to unclaimed goods department for auctioning and recovering the dues. Notice charges shall be @ Rs. 100 per notice.
OCTROI/ENTRY TAX: Wherever applicable, it is the levy charged by Govt. Body/Local Municipal Corporation. Any octroi/entry tax etc. paid by TCIEXPRESS on behalf of consignee party is to be reimbursed to us at destination at the time of delivery with Service Charges @ 5%.
ADDITIONAL DELIVERY ATTEMPT: Rs. 100 or Re 1/- per kg. will be charged extra for additional attempt after 1st attempt for delivery.
SERVICE CHANGES : For changes made on request of Shipper In (a) COD - Services (b) FOD Services (c) Delivery Address, we will charge Service Charges @ Rs. 300 per service.
WEIGHT : While calculating charges of volumetric weight (1 CFT = 10 Kgs) v/s actual weight, which ever weight is higher will be charged.
DOORSTEP DELIVERY: It means delivery at the doorstep at customers place. TCIEXPRESS does not take responsibility of delivering inside the customers premises/stacking. In case of multistoried building extra charges would be charged at delivery point as per the tariff.