

ANNEXURE: TERMS & CONDITIONS

These Terms and Conditions apply to all services provided by Siddhartha Logistics Company Private Limited (hereinafter referred to as 'SLCPL') and Siddhartha Logistics FTWZ Private Limited (hereinafter referred to as 'SLFPL'). By engaging our services, the client (Importer/Exporter/Customer) agrees to the following General Terms and Conditions, as well as the Specific Terms and Conditions, wherein references to 'SLCPL and SLFPL' throughout this document shall denote the respective entity executing the services, or both entities collectively, as applicable to the specific transaction.

PART A: GENERAL TERMS AND CONDITIONS (Applicable to all services)

- Cargo Declaration (STC Basis):** Cargo is accepted strictly on a "Said-to-Contain" (STC) basis. SLCPL and SLFPL does not verify the internal contents of the packages. The client is solely responsible for the true and correct classification, description, and declaration of the cargo.
- Invoicing & Invoice Disputes:** Any dispute regarding our invoice must be highlighted within **7 days** of receipt of our Invoice. Any issues raised after 7 days will not be considered. Statutory or third-party receipted charges, if any, will be billed at actuals as per receipts, plus a **10% service outlay fee** unless otherwise agreed.
- Late Payment Penalty:** Invoices not paid within the agreed credit period will attract an interest penalty of 18% per annum (or as mutually agreed in the MOU) from the due date until realization.
- General Right of Lien & Retention:** SLCPL and SLFPL reserves a general right of lien on all cargo, documents, and funds currently in our possession for any outstanding dues, storage charges, or unpaid invoices across any of the client's past or present accounts.
- Insurance & Liability:** Insurance is the strict responsibility of the cargo owner. Unless specifically agreed upon against the payment of insurance fees, our liability is limited solely to the extent of our service charges for the concerned cargo. We shall not be held liable for any damage, leakage, pilferage, loss, or perils covering the value of the cargo during transit, handling, or storage.
- Waiver of Subrogation:** Any insurance claim subrogation against SLCPL and SLFPL is to be waived; no insurance claim can be subrogated against us and must be covered exclusively by the owner's insurance.
- Indemnification:** The client agrees to indemnify and hold SLCPL and SLFPL harmless against any third-party claims, government fines, environmental damage, or legal costs arising out of the client's negligence, undeclared hazardous goods, or fraudulent/incorrect documentation.

8. **Force Majeure:** SLCPL and SLFPL shall not be liable for any delays, losses, or damages caused by normal conditions failing during execution, natural calamities (cyclones, earthquakes, floods, etc.), industrial disruptions, civil commotion, strikes, war, piracy, terrorist activities, Acts of God, or any changes in Government regulations.
9. **Dangerous Goods (DG):** In the case of hazardous cargo, the shipper is fully responsible for proper packaging, labelling, and accurate declaration as per applicable DG regulations. Any non-compliance resulting in penalties, delays, or refusal by carriers holds no responsibility for SLCPL and SLFPL.
10. **Government Penalties & Sanctions:** We shall not be responsible for delays or penalties due to sanctions, confiscations, or misdeclaration of cargo by the shipper or consignee.
11. **Confidentiality & Non-Disclosure:** Both parties agree to maintain strict confidentiality regarding pricing, trade secrets, vendor details, and customer data, and shall not disclose such information to competitors or unauthorized third parties.
12. **Termination Clause:** Either party may terminate this agreement by providing 30 days prior written notice. However, termination does not relieve the client of the obligation to pay for services already rendered or costs incurred prior to termination.
13. **Severability:** If any provision of these Terms and Conditions is determined to be invalid or unenforceable by a court of law, the remaining provisions shall remain in full force and effect.
14. **Jurisdiction:** Any disputes if any are subject to the exclusive jurisdiction of the Courts in India as per Indian laws and procedures.
15. **Anti-Bribery:** Siddhartha logistics follows a strict policy of anti-bribery, Siddhartha Logistics or its employees, associates are not authorised to engage in any activities concerned or involved with any type of bribery.
16. **Whistleblower:** The Company strictly follows all international trade, anti-bribery, and customs laws, and we require our clients, vendors, and partners to immediately report any suspected fraud, trade non-compliance, or customs violations noticed during our engagement. We strictly prohibit any retaliation, contract termination, or discrimination against anyone reporting in good faith, and your identity will remain entirely confidential throughout our investigation. Please note that all reports must be honest and truthful, as submitting intentionally false or malicious accusations will lead to the immediate termination of our business relationship and potential legal action.

PART B: SPECIFIC TERMS AND CONDITIONS

1. CUSTOMS CLEARANCE (Customs Brokerage)

- **Pre-Alert:** A pre-alert must be sent to SLCPL and SLFPL at least **48 hours** prior to the arrival of the goods.
- **KYC & CBLR Compliance:** As per Indian Customs Broker Licensing Regulations (CBLR), the client must provide valid KYC documents and a duly signed Power of Attorney (POA) authorizing SLCPL and SLFPL to act as their Customs Broker. SLCPL and SLFPL reserves the right to refuse clearance if KYC is inadequate.
- **Documentation & Compliance:** The client assumes that they are a regular importer with all required licenses and approvals in place to import in their name. All compliance-related documents required for customs clearance must be provided by the Importer/Exporter well in advance.
- **Advance Payments:** All statutory charges (Port Charges, CFS charges, Shipping Line charges, etc.) must be paid directly by the client or transferred to SLCPL and SLFPL in advance.
- **Customs Duty Outlay:** Customs duty is to be paid by the Importer. If the duty is paid on behalf of the client by SLCPL and SLFPL, a **service outlay charge of 10% on the Duty amount** will be levied.
- **Free Days & Demurrage:** The Airport/Port typically provides limited demurrage-free storage (e.g., 2 days at the airport). Subsequent storage charges will be billed per day. Quoted charges are indicative and may increase if cargo clearance is delayed or if there is a change in the final chargeable weight.
- **Post-Clearance Audits & SVB:** SLCPL and SLFPL's responsibility ends upon physical clearance of the cargo. Any future customs notices, post-clearance audit demands, or reassessments of duty (e.g., Special Valuation Branch issues) remain the absolute liability of the Importer/Exporter.

2. FREIGHT FORWARDING

- **Payment Terms:** Freight charges must be paid in advance. Full payment is required before the shipment can be processed unless agreed.
- **Space, Rates & Rollovers:** All bookings are subject to space availability and are not guaranteed until confirmed by the carrier. Freight rates quoted apply to non-hazardous general cargo only and are subject to change based on carrier rate alignment. All bookings are subject to possible rollover without prior notice.
- **VGM (Verified Gross Mass) Compliance:** For ocean freight, the Shipper is legally responsible for providing the accurate Verified Gross Mass (VGM). Any penalties, vessel shut-outs, or re-weighing charges due to incorrect VGM will be billed entirely to the shipper.
- **Master Carrier Terms:** SLCPL and SLFPL's services are subject to the terms, conditions, and limitations of liability of the actual physical carrier's (Airline/Shipping Line) Master Bill of Lading or Air Waybill.
- **Routing and Sub-Contracting:** SLCPL and SLFPL reserves the right to sub-contract forwarding to third-party carriers and to deviate from the planned route if operational necessities (port congestion, weather, carrier schedules) demand it.

- **Demurrage/Detention:** Standard Free Days apply as per the shipping line at both ends. No waiver or concession shall be applicable on demurrage or detention charges at the origin or destination.

3. TRANSPORTATION

- **Vehicle Placement & Loading:** A minimum of **24 hours prior instruction** is required for vehicle placement, subject to market availability. The customer is exclusively responsible for the safe loading and unloading of the vehicle.
- **Halting Charges:** Halting charges at **Rs. 3500 per day vehicle day** are applicable after 24 hours at the loading or unloading point.
- **ODC Cargo:** Offers for Over Dimensional Cargo (ODC) are subject to a valid road survey conducted by SLCPL and SLFPL and are contingent upon no major changes in road conditions or construction activities by road administrations.
- **Transit Times are Estimates:** All transit times provided are estimates based on normal routing. SLCPL and SLFPL does not guarantee fixed delivery times and shall not be liable for any consequential losses, loss of profit, or factory downtime arising from transit delays.
- **Vehicle Detention by Authorities:** If a vehicle is detained, seized, or stopped by RTO, GST, or other statutory authorities due to incorrect E-Way bills, invoicing, or documentation provided by the client, the client must bear the standing costs of the vehicle and any resulting penalties.

4. WAREHOUSING

- **Space & Quotations:** Warehousing offers are based on the specific cargo volume, weight, and dimensions provided. Any subsequent changes to cargo specifications will render the initial offer invalid, requiring a fresh quote.
- **Cargo Suitability:** Storage of hazardous, perishable, or temperature-sensitive goods must be declared and approved in advance. SLCPL and SLFPL reserves the right to refuse storage of undeclared hazardous goods.
- **Shrinkage & Inventory Tolerance:** A standard inventory shrinkage/variance tolerance of [e.g., 0.5%] is permitted. SLCPL and SLFPL are not held liable for minor weight loss or unavoidable inventory variances within this limit.
- **Facility Liability:** While reasonable security measures are maintained, SLCPL and SLFPL are not liable for natural degradation, pest damage, or theft. Warehousing insurance must be covered entirely by the cargo owner.
- **Abandonment & Disposal of Goods:** If storage charges remain unpaid for a period exceeding 60 days, or if cargo is deemed abandoned, SLCPL and SLFPL reserves the right to auction or dispose of the goods to recover our costs, after providing a 15-day written notice to the client. If there is a cost of disposal the same will be charged to the client.

5. HANDLING & FACILITATION

- **Supervision Only:** Handling charges levied by SLCPL and SLFPL are strictly supervision charges intended to ensure correct shipment/package loading at the CFS/Port/Airport/Warehouse. Activities conducted at custodian facilities shall be at the risk and account of the client.
- **Physical Handling Liability:** Physical handling remains the sole liability of the CFS/Port/Airport authorities or the designated facility operator. SLCPL and SLFPL shall not be held responsible for damages arising from mishandling at these facilities. Claim settlements must be pursued directly with the facility operator.
- **Survey Activities:** For any surveys conducted on the cargo, SLCPL and SLFPL acts solely as a facilitator. Survey findings, reports, and claims are the responsibility of the appointed surveyor/agency and must be pursued directly by the customer with the surveyor.

6. INSURANCE

- **Facilitatory Role:** In case requested, SLCPL and SLFPL acts strictly as a facilitator for obtaining an insurance policy.
- **Policy Approval:** The customer is required to thoroughly read and understand the insurance quote/policy before approving it.
- **Claims Processing:** Any claims must be pursued directly with the insurance company by the customer. SLCPL and SLFPL will facilitate communication but hold no liability for claim rejections, deductions, or delays by the insurance provider.

7. CONSULTANCY

- **Advisory Nature:** Any customs, logistics, or supply chain consultancy provided by SLCPL and SLFPL is advisory in nature and based on the prevailing laws, tariffs, and government regulations at the time of advice.
- **No Legal or Tax Representation:** SLCPL and SLFPL provides logistics and supply chain consultancy only. We do not act as certified Chartered Accountants or Legal Counsels. Our advice should be cross-verified by the client's internal financial/legal teams before making binding financial decisions.
- **Regulatory Changes & Information Accuracy:** Strategic or compliance advice relies entirely on the technical specifications and documentation provided by the client. The client is solely liable for any legal or financial repercussions arising from concealing facts, or misrepresenting cargo details. Furthermore, SLCPL and SLFPL shall not be liable for business impacts resulting from retrospective or sudden changes in government policies.

Acceptance of Terms:

Execution of the MOU or commencement of business transactions with Siddhartha Logistics Company Private Limited (SLCPL) or Siddhartha Logistics FTWZ Private Limited (SLFPL) constitutes the Client's unreserved acceptance of these Terms and Conditions.