STANDARD CONDITIONS GOVERNING MULTIMODAL TRANSPORT DOCUMENTS (MTD)

1. DEFINITIONS

For the purpose of these Conditions, unless the context otherwise requires:

(a) "**Carrier**" means the Multimodal Transport Operator (MTO), vessel operator, feeder operator, inland transporter, airline, rail operator, warehouse operator, or any person engaged for carriage, handling, storage, or transportation of goods.

(b) "**Consignee**" means the person named as consignee in the Multimodal Transport Document (MTD) or any person lawfully entitled to receive delivery of the goods.

(c) "**Consignment**" means the goods entrusted to the MTO for transportation under the Multimodal Transport Contract.

(d) "**Consignor**" or "Shipper" means the person named in the MTD as consignor and includes any person acting on behalf of such consignor.

(e) "**Delivery**" means placing the goods at the disposal of the consignee or any person authorized by the consignee in accordance with the terms of the MTD.

(f) "**Freight**" includes ocean freight, inland freight, air freight, storage, demurrage, detention, THC, documentation charges, customs-related charges, surcharges, penalties, and all other charges payable to the MTO.

(g) "**Goods**" includes containers, pallets, transport equipment, and all cargo accepted for carriage.

(h) "**Merchant**" includes the consignor, consignee, holder of the MTD, shipper, receiver, Cargo Booking Customer, Freight Forwarder customs broker, owner of the goods, and any person acting on behalf of such persons, jointly and severally.

(i) "**Multimodal Transport Operator**" or "MTO" means the party issuing this MTD and acting as principal for the performance of the transportation contract.

(j) **"Multimodal Transport Document (MTD)"** means the document, including a Bill of Lading, issued by the Multimodal Transport Operator ("MTO") after taking charge of the Goods in apparent good order and condition and in good faith based upon the particulars and declarations furnished by the Merchant for the purpose of performing Multimodal Transportation. Unless the context otherwise requires, the term "MTD" shall include a Bill of Lading and any electronic or equivalent transport document issued by the MTO.

(i) **Negotiable Multimodal Transport Document** means an MTD which: (a) is made out to order or to bearer; or (b) is made out to order and is transferable by endorsement; or (c) is made out to bearer and is transferable by delivery without endorsement. The holder in due course of a Negotiable MTD shall be entitled to claim delivery of the Goods subject to the terms and conditions contained therein.

(ii) **Non-Negotiable Multimodal Transport Document** means an MTD naming a specific consignee and which is not transferable by endorsement or delivery. Delivery of the Goods under such MTD may be made to the named consignee in accordance with applicable law and the terms of the Contract of Carriage.

(iii) **Sea Waybill / Express Release MTD** means a non-negotiable MTD or electronic release instruction under which delivery of the Goods may be effected without the requirement of surrender of any original MTD, subject to the applicable laws, regulations, and the instructions of the MTO.

(iv) **Receipt and Acceptance of MTD -** It shall be conclusively presumed, unless proven otherwise, that the Merchant has received and accepted the MTD in good order and condition immediately upon issuance thereof following receipt of the Goods by the MTO. The date appearing on the face of the MTD shall be deemed to be the date of physical and/or electronic receipt and acceptance of the MTD by the Merchant, and the Merchant shall be bound by all terms, conditions, liberties, exceptions, and limitations contained therein, irrespective of whether the original MTD has been physically collected or acknowledged by the Merchant.

(k) "**Vessel**" means the intended carrying vessel or substitute vessel used for transportation and may be changed without prior notice. Vessel date ETA, ETD is given as indicative only.

(l) **Mode of Transport** : Means Carriage of goods by Road, Rail, Inland, water or Sea.

(m) **Multimodal Transportation** means carriage of custom cleared insured goods by two or more modes of transport from the place of acceptance of the goods in India to a place of delivery of the goods outside India;

(n) '**Multimodal Transport Contract**' means a contract of carriage entered into by the Merchant and the Multimodal Transport Operator for Multimodal Transportation;

2. APPLICABILITY

These Conditions shall apply to all services undertaken by the MTO including multimodal transportation, storage, handling, transshipment, inland transportation, customs coordination, and allied logistics services.

3. EFFECT OF ISSUANCE OF MTD:

3.1 Issuance of the MTD constitutes prima facie evidence that the goods were received in apparent good order and condition unless otherwise stated.

3.2 The MTO undertakes to procure transportation of the goods from the place of receipt to the place of delivery either directly or through subcontractors.

3.3 The MTO shall be entitled to subcontract the whole or any part of the transportation or services upon such terms as it deems appropriate.

3.4 The Merchant warrants that the goods are properly packed, marked, labelled, insured, and compliant with applicable laws and regulations of exporting countries.

3.5 The MTO shall not be liable for consequential, indirect, or special damages including loss of market, profits, business opportunity, or goodwill.

3.6 By Accepting the MTO Merchant has undertaken that the cargo is fully insured and custom cleared on the day it is handed over to the MTO for Carriage. Cargo Claim if any shall be dealt by the Insurance of the Merchant only.

4. NEGOTIABILITY AND TITLE

4.1 Unless marked as non-negotiable, the MTD shall constitute a document of title.

4.2 Delivery may be made against surrender of any one original MTD duly endorsed at POD.

4.3 Any unauthorized alteration or manual tampering with the MTD shall render the document void.

5. MERCHANT'S WARRANTIES

5.1 The Merchant warrants the accuracy of all particulars furnished for issuance of the MTD including description, marks, number, quantity, weight, dimensions, and dangerous nature of goods.

5.2 The Merchant shall indemnify and hold harmless the MTO against all losses, damages, penalties, liabilities, fines, or expenses arising from incorrect declarations of the goods or non-compliance with applicable laws.

5.3 The Merchant shall indemnify and hold harmless the MTO for the charges applicable due to delay in the release of the consignment by any reasons. If Consignee fail to pay such charges applicable on the Consignment. In that case Merchant shall pay the entire charges to the MTO. Carriage responsibility of MTO ceased on arrival of the shipments it its POD.

6. DANGEROUS GOODS

6.1 **Declaration and Marking of Dangerous Goods**

The Merchant shall properly and accurately classify, declare, mark, label, package, and document all dangerous, hazardous, inflammable, explosive, radioactive, toxic, corrosive, noxious, or otherwise dangerous Goods in accordance with all applicable laws, regulations, international conventions, and industry standards. Such Goods shall be clearly marked and identified as "Dangerous Goods" and accompanied by all required declarations, certificates, and instructions relating to their safe handling, carriage, and storage.

6.2 **Duty to Notify and Merchant's Liability**

Where the Merchant delivers or causes to be delivered Dangerous Goods to the MTO or any person acting on behalf of the MTO, the Merchant shall, prior to taking charge of the Goods, provide written notice specifying the exact nature and character of such Goods and any precautions or special requirements necessary for their safe handling, storage, and carriage.

If the Merchant fails to provide such information and the MTO or its servants, agents, or subcontractors do not otherwise have actual knowledge of the dangerous nature of the Goods:

(a) the Merchant shall be fully liable for and shall indemnify and hold harmless the MTO, its servants, agents, subcontractors, and affiliates from and against all losses, damages, liabilities, claims, penalties, fines, expenses, costs, clean-up costs, legal fees, and consequences arising directly or indirectly from the shipment of such Goods; and

(b) the MTO or any person acting on its behalf may, at any time and without prior notice to the Merchant and without incurring any liability or obligation to pay compensation, unload, discharge, neutralize, destroy, abandon, render innocuous, dispose of, or otherwise deal with such Goods in such manner as the circumstances may reasonably require.

6.3 **Knowledge of Dangerous Character**

The rights and remedies provided under Clause 6.2 shall not be available to the MTO or any person acting on its behalf where such person knowingly accepted the Goods with full knowledge of their dangerous nature and characteristics. However, acceptance of the Goods shall not constitute a waiver of any other rights, remedies, defenses, or indemnities available to the MTO under this Contract or applicable law.

6.4 **Dangerous Goods Becoming a Threat During Carriage**

Notwithstanding that the Goods may have been declared and accepted with knowledge of their dangerous character, if at any time during the performance of the Multimodal Transport Contract such Goods become, in the opinion of the MTO, an actual or potential danger to life, health, property, the environment, the means of transport, or other cargo, the MTO may, without notice and without incurring any liability whatsoever, unload, discharge, destroy, neutralize, abandon, render innocuous, or otherwise dispose of such Goods as circumstances may require, without payment of compensation to the Merchant, except where contribution in General Average is applicable or where liability of the MTO is established under the mandatory provisions of the applicable law.

6.5 **Costs and Expenses**

All expenses, costs, charges, liabilities, fines, penalties, clean-up costs, salvage expenses, and General Average contributions arising from or in connection with the carriage, storage, handling, destruction, disposal, or neutralization of Dangerous Goods shall be borne solely by the Merchant, who shall indemnify and hold harmless the MTO against the same.

6.6 **Right to Refuse Dangerous Goods**

The MTO reserves the right, at its sole discretion and without assigning any reason, to refuse acceptance or carriage of any Dangerous Goods, whether declared or undeclared, and such refusal shall not constitute a breach of the Contract of Carriage. MTO has no obligation to verify the cargo declared by Merchant.

6.7 **General:** The Merchant shall clearly declare and label dangerous goods in accordance with applicable international and local regulations. Cargo is always declared by the merchant.If dangerous goods are tendered without proper declaration, the MTO may unload, destroy, dispose of, or render such goods harmless without compensation and recover all resulting costs from the Merchant. The Merchant shall be solely responsible for all costs, liabilities, penalties, fines, and consequences arising if the declared goods are detained, seized, confiscated, or otherwise intercepted during transit up to the final Place of Delivery (POD). The Merchant shall indemnify and reimburse the MTO for all such expenses and consequence charges incurred, and shall make payment thereof without raising any dispute, objection, or claim against the MTO.

7. PERIOD OF RESPONSIBILITY

7.1 The responsibility of the MTO shall commence upon taking charge of the goods and shall cease upon delivery or placement of the goods at the disposal of the consignee.

7.2 The MTO's responsibility shall cease immediately upon delivery at destination warehouse, CFS, ICD, port, terminal, or any designated delivery point.

7.3. The MTO shall not entertain any complaint, claim, shortage allegation, damage claim, or dispute whatsoever after the cargo has been collected, picked up, or taken delivery by the Consignee or by any transporter, representative, agent, or person acting on behalf of the Consignee from the warehouse. Delivery to the Consignee or its authorized transporter/representative shall constitute complete and satisfactory delivery, and the MTO shall stand discharged from all liabilities thereafter.

8. BASIS OF LIABILITY

8.1 The MTO shall only be liable for direct physical loss or damage to goods occurring while the goods are in its custody and only to the extent provided herein. Liability of MTO is limited to the Freight Amount of the shipment only.

8.2 The MTO shall not be liable for:

(a) Delay in delivery;

(b) Loss caused by force majeure;

(c) Inherent vice of the goods;

(d) Improper packing;

(e) Acts or omissions of the Merchant;

(f) Customs or governmental actions;

(g) Cyber incidents or electronic disruptions;

(h) Perils of sea, war, riots, strikes, lockouts, or civil commotion.

(I MIS Declaration of the Goods by MTO

(j) Goods is not covered by the comprehensive Insurance by the Merchant.

(k) Release of the goods to the Consignee properly even in absence of the Original Bill of lading if so required. Delivery of the goods to the Correct Consignee satisfy the Transection and requirements of the Bill of lading

9. LIMITATION OF LIABILITY

9.1 Where the stage of loss is unknown, liability shall be limited to:
(a) 2 SDR per kilogram of gross weight of goods lost or damaged; or (b) 66.67 SDR per package, whichever is higher.

9.2 In no event shall the MTO's liability exceed the actual invoice value of the goods.

9.3 The Merchant is advised to obtain comprehensive cargo insurance for the cargo in respective of it is FOB or C&F.

9.4 Liability shall be determined by the Independent Surveyor after Joint Survey is done in the Arrival Warehouse of the Cargo and Insurance representative is a party to the Survey.

10. DELAY

10.1 Transit schedules are estimates only and are not guaranteed.

10.2 Time shall not be of the essence of this Contract of Carriage. Any transit time, Estimated Time of Departure (ETD), Estimated Time of Arrival (ETA), sailing schedule, or delivery date communicated by the MTO is indicative only and does not constitute a guarantee or warranty. The Merchant acknowledges that the actual transit time is subject to various factors beyond the reasonable control of the MTO, including but not limited to weather conditions, sea and inland route conditions, port congestion, transshipments, border and customs regulations, governmental actions, force majeure events, strikes, equipment shortages, and other operational disturbances. Accordingly, the MTO shall not be liable for any delay in the carriage or delivery of the Goods, unless such delay is solely attributable to the willful misconduct of the MTO.

10.3 The MTO shall not be liable for any direct or indirect loss arising from delay in transportation or delivery.

10.4 If liability for delay is established, compensation shall not exceed the freight amount paid for the affected shipment.

11. DELIVERY / NON-DELIVERY

11.1 **Delivery and Presumption of Sound Condition** :

The Goods shall be deemed to have been delivered in apparent good order and condition upon collection from the destination Container Freight Station (CFS), warehouse, de-stuffing point, or any other designated delivery location by the Consignee or by any transporter, representative, agent, servant, or person acting on behalf of the Consignee. Such collection shall constitute complete and satisfactory delivery to the Consignee, and no claim for loss, shortage, damage, or deterioration shall thereafter be entertained by the MTO.

11.2 **Cessation of MTO Liability and Failure to Take Delivery**

The liability and obligations of the MTO shall cease upon arrival of the Goods at the destination country, and thereafter the Goods shall be dealt with in accordance with the laws and regulations of the country of destination. By accepting the MTD, irrespective of the identity of the booking party or the named Consignor therein, the Merchant warrants that the Goods shall be collected within seven (7) days of arrival or within such extended period as may be approved by the MTO. In the event of failure to take delivery within such period, the Goods may, subject to applicable law and the condition of the cargo, be abandoned, destroyed, sold, disposed of, or returned to the port of origin, and all charges, costs, expenses, penalties, duties, and liabilities arising therefrom shall be borne solely by the Merchant.

11.3 **Delivery Against Original Negotiable MTD and Lien**

Where a negotiable MTD has been issued in more than one original, the MTO shall be fully discharged from its obligation to deliver the Goods upon delivery against surrender of any one (1) original MTD. The MTO shall further have the right to exercise a lien over the Goods in accordance with Clause 14 and applicable law.

11.4 **Compliance with Laws and Indemnity.**

The Merchant shall be solely responsible for ensuring that the commodity tendered for carriage complies with all export, import, customs, quarantine, safety, and other laws and regulations applicable in the country of destination and transit countries. The Merchant shall indemnify and hold harmless the MTO, its affiliates, agents, servants, and subcontractors from and against any and all losses, damages, fines, penalties, duties, liabilities, costs, expenses, legal fees, litigation expenses, and loss of profits arising out of or related to any actual or alleged non-compliance with such laws and regulations.

11.5 **Delivery Against Fraudulent or Manipulated Documents**

Considering the nature and complexity of multimodal transport operations, neither the MTO nor its agents shall be liable for any loss or claim arising from delivery made in good faith to the named Consignee or its agents against presentation of a document purported to be an original MTD which subsequently proves to be fraudulent, forged, altered, manipulated, or otherwise invalid, provided that the MTO or its agents had no reasonable means of detecting such irregularity.

11.6 **Customs Clearance and Inland Transshipment**

Where inland transportation or transshipment beyond the first port of entry is required under the Contract of Carriage, the Consignor and/or Consignee shall be solely responsible for customs clearance and compliance with all governmental and customs requirements at the first port of entry. Under no circumstances shall the MTO be liable for any delay, demurrage, detention, expenses, or consequential losses arising therefrom.

11.7 **Arrival Notification**

No responsibility shall attach to the MTO or its agents for any failure, omission, or delay in notifying the arrival of the Goods. The Consignee, Endorsee, or their respective agents shall be solely responsible for tracking the movement of the Goods and obtaining arrival and delivery information from the MTO or its destination agents.

11.8 **Transfer of Ownership Rights**

Upon endorsement or transfer of the MTD by the Merchant (Consignor) in favour of the Consignee or any third party, all rights, title, and interest in the Goods shall stand transferred to such transferee. Thereafter, no claim or instruction from the original Consignor shall be binding upon or entertained by the MTO.

11.9 **Undelivered Cargo and Merchant's Liability**

The Merchant shall ensure immediate collection of the Goods upon arrival at the Place of Delivery (POD). If the Goods remain unclaimed or undelivered for more than seven (7) days after arrival, the Goods may be treated as abandoned, and the Merchant, irrespective of who booked the shipment or who is named as Consignor in the MTD, shall remain fully liable for all warehouse charges, destination charges, customs duties, detention, demurrage, penalties, storage expenses, disposal costs, and any other charges whatsoever incurred in connection with the Goods. Clause **13(5)** shall be read in conjunction with this provision.

11.10 **Non-Negotiable MTD and Delivery Without Original MTD**

Where the Consignor and Consignee named in the MTD are identical to those appearing in the export invoice or customs shipping bill and the MTD is treated as non-negotiable, delivery to the actual Consignee may be effected even in the absence of surrender of the original MTD, notwithstanding that original MTDs may have been issued. Such delivery shall constitute due performance and complete discharge of the Contract of Carriage.

11.11 **Release of MTD and Advice to Consignor**

The MTD is issued by the MTO to the Consignor, who thereafter transmits the same to the Consignee for the purpose of taking delivery. Accordingly, the Consignor is advised not to release or transmit the original MTD or even copies thereof to the Consignee until the underlying commercial transaction has been fully settled. Once the original MTD has been released or otherwise comes into the possession of the Consignee, the MTO shall not be obliged or able to withhold delivery at the Place of Delivery, except to the extent that the MTO may exercise its right of lien over the Goods in accordance with the terms of this Contract.

11.12 **GENERAL:** Goods shall be deemed delivered once handed over to the consignee, transporter, customs broker, warehouse operator, or any person acting on behalf of the consignee in the arrival warehouse. MTO Service Liability ceases on arrival of the shipment at Its POD warehouse. The consignee shall take delivery within the free period prescribed by the destination port, terminal, or authorities after paying the necessary application destination charges. In case of failure to take delivery, the MTO may abandon, auction, destroy, or return the cargo at the Merchant's risk and cost. All resulting costs including storage, detention, demurrage, return freight, customs duty, fines, penalties, and disposal charges shall be recoverable from the Merchant jointly and severally.

12. NOTICE OF CLAIM

Any visible loss or damage must be notified in writing at the time of delivery. Any concealed loss or damage must be notified within three (3) days from delivery. Failure to issue written notice within the prescribed time shall constitute prima facie evidence of delivery in good order and condition.

12.1 **Apparent Loss or Damage**

Unless written notice specifying the general nature of any loss, shortage, damage, or deterioration is given by the Consignee to the MTO or its authorized delivery agent at the time of taking delivery of the Goods, such delivery shall constitute prima facie evidence that the Goods were delivered by the MTO in apparent good order and condition and in accordance with the particulars contained in the MTD.

12.2 **Non-Apparent Loss or Damage**

Where the loss or damage is not apparent at the time of delivery, the provisions of Clause 16.1 shall apply correspondingly, unless written notice specifying the general nature of such loss or damage is given to the MTO within three (3) consecutive days from the date on which the Goods were delivered to the Consignee, its servants, agents, transporters, or any person acting on behalf of or nominated by the Consignee.

12.3 **Joint Survey and Inspection**

Where the Goods are apparently damaged at the time of delivery, the Consignee shall immediately give written notice to the MTO and afford the MTO a reasonable opportunity to conduct a joint survey or inspection at the place of delivery for the purpose of determining the nature and extent of the alleged loss or damage. The Consignee shall not remove or take delivery of the damaged Goods before such joint survey or inspection is conducted, except with the prior written consent of the MTO.

12.4 **Mutual Inspection Facilities**

In the event of any actual or alleged loss, damage, shortage, or deterioration, the MTO and the Consignee shall afford each other all reasonable facilities and assistance for inspection, examination, tallying, and verification of the Goods and relevant documents.

12.5 **Extension of Notice Period**

Where any notice period prescribed herein expires on a public holiday or non-working day at the place of delivery, such period shall automatically stand extended until the next succeeding working day.

12.6 **Notice to Delivery Agent Deemed Notice to MTO**

Any notice given to the MTO's authorized delivery agent or to any person whose services are utilized by the MTO at the place of delivery, provided such person is identified on the face of the MTD or otherwise authorized by the MTO to act as its delivery agent, shall be deemed to constitute valid notice to the MTO.

12.7 **Delay in Delivery**

No claim for delay in delivery shall be maintainable unless written notice of such delay is given to the MTO within sixty (60) consecutive days after the date on which the Goods were delivered to the Consignee or the date on which the Goods ought reasonably to have been delivered. Failure to provide such notice within the prescribed period shall constitute a waiver of any claim arising from delay.

12.8 **Failure to Comply with Notice Requirements**

Failure by the Consignee, Merchant, or any person claiming an interest in the Goods to comply with the notice requirements contained herein shall create a presumption that the Goods were delivered in accordance with the terms of the MTD and shall bar any claim against the MTO except where otherwise mandated by applicable law.

13. FREIGHT AND CHARGES

13.1 **Freight Payment and Freight Guarantee**

Freight shall be deemed to be prepaid only upon actual realization of the full amount in the bank account specified in the freight invoice issued by the MTO. Any MTD indicating "Freight Prepaid" is issued subject to realization of the outstanding freight and charges. In the event of non-realization, the MTO shall have the right to exercise a lien over the Goods in accordance with Clause 20 and may withhold delivery until all dues are paid. The MTO shall not be liable for any delay, loss, or consequences arising from such withholding.

Where the MTD is issued on a "Freight Collect" basis, the Merchant at origin, namely consignor/booking customer irrevocably guarantees payment of all freight, destination charges, and any other sums payable under the Contract of Carriage and shall remain liable to the MTO in the event of failure or refusal of the Consignee or any other party to make payment.

13.2 **Credit Period and Withdrawal of Credit Facility**

Any credit facility granted by the MTO to the Merchant shall be purely discretionary and conditional upon the continuation of business relations and the availability of subsequent shipments. Such credit facility shall not apply to the final shipment tendered by the Merchant, and any outstanding amount relating thereto shall become immediately due and payable. The MTO may revoke or suspend any credit facility at any time without prior notice.

13.3 **Right of Inspection for Freight Verification**

For the purpose of determining or verifying freight, charges, weight, measurement, value, classification, or nature of the Goods, the MTO shall have the right, but not the obligation, to inspect the contents of any container, trailer, package, or other article of transport. All expenses incurred in connection with such inspection shall be borne by the Merchant where discrepancies are found.

13.4 **Joint and Several Liability for Charges**

All freight, duties, taxes, customs charges, storage charges, demurrage, detention, penalties, and any other expenses whatsoever incurred in relation to the Goods shall be payable jointly and severally by the Merchant, the holder of the MTD, the Consignee, and the owner of the Goods, and the MTO shall be entitled to recover the same from any one or more of such persons.

13.5 **Merchant's Continuing Liability for Freight and Charges**

By accepting this MTD, the Merchant, irrespective of who booked the shipment or who is named as Consignor in the MTD, irrevocably undertakes and guarantees payment of all freight and charges, whether payable at origin or destination. Where the Goods remain undelivered for more than seven (7) days after arrival at destination, or for such shorter or longer period as may be prescribed under applicable laws, port regulations, or governmental requirements, the Merchant shall remain liable for all outstanding freight, customs duties, taxes, demurrage, detention, warehousing charges, storage expenses, disposal costs, return freight, penalties, fines, and any other liabilities or expenses incurred by the MTO until the Goods are delivered, returned to origin, sold, abandoned, destroyed, or otherwise disposed of. In the event of default, the MTO shall be entitled to exercise its lien rights under Clause 20. Clause 15.9 shall be read as an integral part of this provision.

13.6 **Abandonment, Disposal and MTO's Right to Full Freight**

Where the Goods are abandoned by the Merchant or where, in the opinion of the MTO, it becomes necessary or expedient to abandon, store, sell, destroy dispose of, or otherwise deal with the Goods at any place or port which the MTO considers safe, reasonable, and convenient, the MTO's responsibility in respect of such Goods shall immediately cease. Notwithstanding such abandonment, disposal, or cessation of responsibility, the MTO shall remain entitled to full freight and all other charges under the Contract of Carriage, and the Merchant shall indemnify the MTO against and pay all additional costs, losses, liabilities, fines, expenses, and charges incurred by reason of such abandonment, disposal, storage, destruction, return, or sale of the Goods.

13.7 **No Set-Off or Deduction**

All sums payable to the MTO under the Contract of Carriage shall be paid in full without any set-off, counterclaim, deduction, withholding, or abatement whatsoever, whether arising under the Contract of Carriage or otherwise.

13.8 **Interest on Overdue Amounts**

Any amount remaining unpaid after its due date shall carry interest at the rate specified in the freight invoice or, in the absence thereof, at the rate of twentyfour percent (24%) per annum, calculated from the due date until the date of actual payment, without prejudice to any other rights and remedies available to the MTO.

14. LIEN

Without prejudice to any other rights and remedies available under this Multimodal Transport Contract, applicable law, or otherwise, and in accordance with Section 171 of the Indian Contract Act, 1872, the MTO, as a carrier and bailee, shall have a general and continuing lien over the Goods, documents relating thereto, containers, and any other cargo or property of the Merchant coming into the possession, custody, or control of the MTO, for all freight, charges, costs, expenses, duties, taxes, demurrage, detention, penalties, fines, General Average contributions, salvage charges, interest, legal costs, and any other sums whatsoever due and payable by the Merchant under this Contract or arising out of any previous or subsequent transaction between the Merchant and the MTO.

In the event of non-payment of any amount due, the MTO shall be entitled, after giving reasonable notice to the Merchant, to exercise such lien in any lawful and commercially reasonable manner, including but not limited to withholding delivery of the Goods, retaining the original MTD or other documents, suspending performance of services, and storing the Goods at the sole risk, cost, and expense of the Merchant.

The MTO shall further be entitled to exercise a cross-lien over any other Goods, containers, cargo, or shipments belonging to or booked by the Merchant and coming into the possession or control of the MTO, whether in relation to the present shipment or any previous or subsequent shipment, until all outstanding amounts have been fully discharged.

Where the Merchant fails to discharge the outstanding dues within a reasonable period after service of notice, the MTO shall, in addition to and without prejudice to any other rights and remedies available under law, be entitled to sell, auction, abandon, destroy, or otherwise dispose of the Goods or any part thereof, either publicly or privately, in accordance with applicable law and commercial practice, and to appropriate the sale proceeds towards all freight, charges, expenses, interest, and costs incurred in exercising and enforcing such lien. Any surplus remaining after adjustment of all dues shall be remitted to the Merchant, and any deficiency shall remain recoverable from the Merchant as a debt.

The exercise of such lien, retention, suspension, sale, or disposal of the Goods shall not constitute a breach of the Contract of Carriage, nor shall the MTO be liable for any loss, deterioration, delay, loss of market, or consequential damages suffered by the Merchant, Consignee, holder of the MTD, or any third party arising therefrom.

The rights conferred under this Clause are cumulative and in addition to all rights and remedies available to the MTO under the Indian Contract Act, 1872, the Multimodal Transportation of Goods Act, 1993, any applicable law, and the general law relating to bailment and carriage of goods.

15. CONTAINERS

15.1 If Containers are packed by the Merchant, the MTO shall not be liable for improper stowage, stuffing, packing, securing, or suitability of the goods. In that case "**Shippers Load Stowe and Count"** is applicable.

15.2 **Stowage and Use of Containers**

The Goods may be carried, consolidated, stuffed, or stowed by the MTO by means of containers, trailers, transportable tanks, flats, pallets, swap bodies, or any other articles of transport, and such articles of transport may be carried or stowed under deck or on deck at the sole discretion of the MTO. The Merchant expressly agrees that carriage on deck, where applicable, shall not constitute a deviation from the Contract of Carriage.

15.3 **Merchant-Stuffed Containers and Exclusion of Liability.**

Where any container, trailer, transportable tank, flat, pallet, or similar article of transport has not been stuffed, packed, secured, or stowed by the MTO, the MTO shall not be liable for any loss, damage, shortage, contamination, or expense arising therefrom. The Merchant shall indemnify and hold harmless the MTO against any loss, damage, liability, expense, or claim resulting from:

(a) improper, negligent, or inadequate stuffing, packing, securing, or stowage of the Goods;

(b) the unsuitability of the Goods for carriage in the particular container or article of transport;

(c) the unsuitable or defective condition of the container or article of transport, unless such equipment was supplied by the MTO and the defect or unsuitability could not reasonably have been discovered upon ordinary inspection before stuffing, packing, or loading.

The provisions of this Clause shall equally apply to trailers, transportable tanks, flats, pallets, and any other similar articles of transport not packed or stuffed by the MTO.

15.4 **Reefer Containers and Equipment**

The MTO shall not be liable for any loss, deterioration, damage, delay, or consequential loss arising from the malfunction, breakdown, interruption, or non-functioning of refrigerated containers, generator sets, reefer equipment, trailers, or temperature-controlled units supplied to or used by the Merchant, unless such malfunction is directly caused by the gross negligence or willful misconduct of the MTO.

15.5 **Customs or Government Inspection**

Where, pursuant to the order or requirement of any customs authority, governmental authority, port authority, or any other competent body, the Goods are required to be unpacked, opened, inspected, examined, sampled, or repacked, the MTO shall not be liable for any loss, damage, shortage, contamination, delay, or expense arising from such acts. The MTO shall be entitled to recover from the Merchant all costs, expenses, duties, fees, charges, and liabilities incurred in connection with such unpacking, inspection, examination, and repacking.

15.6 **Undelivered Cargo, Container Line Charges and Lien by Third Parties**

The Merchant acknowledges and agrees that containers utilized for carriage are procured by the MTO from container lines, shipping companies, or third-party equipment providers at the request and for the benefit of the Merchant. In the event that Full Container Load (FCL) or Less than Container Load (LCL) cargo remains undelivered or unclaimed for more than fifteen (15) days after arrival at the Place of Delivery, or such shorter or longer period as may be prescribed by applicable law, port regulations, or carrier requirements, the destination port authority, customs authorities, container line, warehouse operator, or other competent entities may exercise a lien over the Goods and may sell, abandon, destroy, auction, or otherwise dispose of the Goods and debit all associated costs, charges, demurrage, detention, storage fees, duties, penalties, and expenses to the MTO, over which the MTO has no control.

Accordingly, the Merchant shall take all necessary preventive measures and, in the event of any delay in delivery, shall provide special instructions in writing and deposit all applicable port charges, detention charges, demurrage, storage costs, and other expenses on a day-to-day basis. The liability and responsibility of the MTO shall cease upon arrival of the Goods at the Place of Delivery, without prejudice to the MTO's rights of lien and recovery against the Merchant in India (consignor &/or booking cutomer).

16. HINDRANCES AFFECTING PERFORMANCE

The MTO may at any time:

(a) Use any route, mode of transport, warehouse, or vessel;

(b) Transship the goods;

(c) Store the goods ashore or afloat;

(d) Deviate from the customary route;

(e) Comply with governmental orders or restrictions.

The Merchant shall not raise objections or claims arising therefrom.

17. HINDRANCES, LIBERTIES AND CIRCUMSTANCES AFFECTING PERFORMANCE

17.1 **Reasonable Dispatch**

The MTO shall use reasonable endeavors to complete the carriage and deliver the Goods at the agreed Place of Delivery. Any dates or times stated in the MTD are estimates only and shall not constitute a guarantee. The MTO shall not be liable for any delay in delivery unless caused by its willful misconduct.

17.2 **Liberty as to Means, Route and Subcontracting**

Without prior notice to the Merchant and at the sole discretion of the MTO, the MTO may:

(a) use any means or mode of transport, handling, storage, warehousing, or forwarding whatsoever, and engage any carrier, subcontractor, terminal operator, warehouseman, expert, agent, or other third party for the performance of any part of the carriage;

(b) determine, alter, omit, or change the route, itinerary, transshipment points, ports of call, and means of transportation, and forward the Goods by any route or combination of routes whatsoever, whether direct or indirect;

(c) select and change the routing of the Goods in the interest of safety, economy, efficiency, or operational convenience, and such routing shall be exclusively determined by the MTO and shall not be subject to challenge or objection by the Merchant;

(d) where the Merchant requires carriage through a specified route, port, or means of transportation, such instructions shall be binding only if expressly accepted in writing by the MTO and specifically incorporated in the MTD.

17.3 **Liberty to Tranship, Store and Change Conveyances**

The MTO may, at any time and without notice to the Merchant:

(a) transfer the Goods from one conveyance to another and transship the Goods any number of times;

(b) carry the Goods on any vessel, vehicle, aircraft, train, barge, or other means of transport, whether or not named in the MTD;

(c) unpack, de-stuff, consolidate, repack, reload, or remove the Goods from any container or other article of transport and forward the same in containers or otherwise;

(d) load, unload, discharge, store, warehouse, or keep the Goods at any port, terminal, depot, or place, whether or not named in the MTD as the Port of Loading, Port of Discharge, or Place of Delivery.

Any such acts shall be deemed to be within the contemplated carriage and shall not constitute a deviation or breach of the Contract of Carriage.

17.4 **Compliance with Governmental Orders and Regulations**

The MTO may comply with any law, regulation, order, direction, recommendation, request, or requirement issued or purported to be issued by any government, customs authority, port authority, court, tribunal, or any person acting or purporting to act on behalf thereof. Such compliance shall not render the MTO liable for any loss, damage, delay, expense, or consequence arising therefrom.

17.5 **Hindrances, Risks and Alternative Performance**

If at any time before or during the carriage the performance of the Contract of Carriage is, or is likely to be, affected by any hindrance, obstruction, congestion, shortage of equipment, war, hostilities, piracy, terrorism, labor disturbance, strike, lockout, epidemic, pandemic, quarantine restriction, weather conditions, force majeure event, governmental action, sanctions, delay, danger, difficulty, or disadvantage of any kind whatsoever, whether or not such circumstances existed at the time the Goods were received or this Contract was entered into, and which cannot reasonably be avoided by the exercise of due diligence, the MTO may, at its sole discretion and without notice to the Merchant:

(a) carry the Goods to the contracted Port of Discharge or Place of Delivery by an alternative route or through any number of transshipments;

(b) suspend, postpone, interrupt, or abandon the carriage and store the Goods at any place whatsoever at the sole risk and expense of the Merchant;

(c) discharge the Goods at any port or place deemed safe and convenient by the MTO, whereupon such discharge shall constitute complete performance of the MTO's obligations under the Contract of Carriage;

(d) forward the Goods by any other route, mode of transport, or means as the MTO may deem appropriate.

All additional freight, storage, transshipment, handling, warehousing, customs charges, duties, taxes, and expenses incurred by reason of the foregoing shall be borne by the Merchant and shall be payable upon demand.

17.6 **No Deviation and Preservation of Rights**

Any deviation, change of route, transshipment, delay, intermediate storage, suspension, or alternative performance undertaken pursuant to this Clause shall be deemed reasonable and customary and shall not constitute a deviation, abandonment, or breach of the Contract of Carriage, nor prejudice any rights, exemptions, defenses, limitations, or immunities available to the MTO under the MTD, applicable law, or otherwise. The MTO shall use reasonable endeavors to complete the carriage and deliver the Goods at the place designated for delivery. Any dates or times specified for delivery are estimates only and are not guaranteed. The MTO shall not be liable for any delay, deviation, or variation in the route or mode of transport unless caused solely by its willful misconduct.

18. LIMITATION OF ACTION

Any claim against the MTO shall be time-barred unless legal proceedings are commenced within nine (9) months from:

(a) Delivery of the goods; or

(b) The date when the goods ought to have been delivered.

19. FORCE MAJEURE

The MTO shall not be liable for failure or delay arising from events beyond its reasonable control including acts of God, war, terrorism, pandemic, strikes, cyber-attacks, governmental restrictions, riots, port congestion, vessel breakdown, or natural disasters.

20. GENERAL AVERAGE AND SALVAGE

The Merchant, the holder of the MTD, the Consignee, receiver, and owner of the Goods shall, jointly and severally, be responsible for any General Average, salvage, special charges, or extraordinary expenses incurred during the performance of the Contract of Carriage and shall provide such guarantees, undertakings, deposits, or security as may reasonably be required by the MTO, the ocean carrier, or the General Average Adjuster.

20.1 **Adjustment of General Average**

General Average shall be adjusted at such port or place and by such Adjuster as may be nominated by the carrying vessel, vessel owner, or ocean carrier and shall be settled in accordance with the York-Antwerp Rules 1994 or any subsequent amendments adopted by the carrying vessel, irrespective of whether the Goods are carried on or under deck.

Where the Goods are carried on a vessel not owned or operated by the carrying carrier, General Average shall be adjusted in accordance with the requirements and conditions applicable to such vessel.

20.2 **General Average Security**

Prior to delivery of the Goods, the Merchant, Consignee, holder of the MTD, or owner of the Goods shall, if required, provide such guarantees, average bonds, cash deposits, or other security as may reasonably be required to cover the estimated General Average contribution, salvage remuneration, and any special charges relating to the Goods.

The MTO shall not be under any obligation to furnish such security or make payment on behalf of the cargo interests.

20.3 **Payment by MTO on Behalf of Cargo Interests**

If the MTO or the carrying carrier, at its sole discretion, furnishes General Average or salvage security or makes any payment on behalf of the cargo interests, the Merchant hereby assigns to the MTO and/or the carrying carrier all rights and remedies available in respect thereof to the extent of such payment or security provided.

20.4 **Salvage by Sister Vessel**

Where salvage services are rendered by a vessel owned, managed, or operated by the same owner or operator as the carrying vessel, such services shall be compensated as if the salving vessel belonged to an independent third party.

20.5 **Compliance with General Average Requirements**

The Merchant, Consignee, holder of the MTD, and owner of the Goods shall cooperate with and comply with the requirements, notices, circulars, and instructions issued by the General Average Adjuster appointed by the Master, vessel owner, or ocean carrier and shall provide all documents, guarantees, and information reasonably required for the adjustment and settlement

20.6 **Lien(General Average)**

Without prejudice to any other rights available under this Contract of Carriage or applicable law, the MTO shall have a right of lien over the Goods and related documents for any General Average contribution, salvage charges, or other extraordinary expenses payable in respect of the Goods and may withhold delivery until satisfactory security or payment has been provided.

21. GOVERNING LAW AND JURISDICTION

This MTD and all disputes arising hereunder shall be governed by the laws of India where Registered Office of the MTO is situated. The courts at South Delhi, Delhi, India alone shall have exclusive jurisdiction.(Provisions of 25(d)of MMTG Act 1993)

22. ENTIRE AGREEMENT

These Conditions constitute the entire agreement governing the transportation and logistics services undertaken by the MTO and shall prevail over any inconsistent terms contained in correspondence, purchase orders, or other documents issued by the Merchant.

23. SEVERABILITY

If any provision of these Conditions is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

24. ACCEPTANCE

Acceptance of this MTD and/or entrustment of goods to the MTO shall constitute unconditional acceptance of these Terms and Conditions by the Merchant.