



# RADIANT X-WAYS LOGISTIC PVT. LTD.

(POSSIBILITY IN X-WAYS)

CIN : U63000DL2013PTC250210

## RADIANT X WAYS LOGISTIC PVT LIMITED TERMS & CONDITION

### TERMS & CONDITIONS OF THE CONTRACT OF CARRIAGE

RADIANT X-WAYS LOGISTIC PRIVATE LIMITED (RXLPL is a private transport) accepts goods for transportation subject to the terms and conditions framed below and it shall constitute a contract of carriage between transporter and shippers (One who sends goods to other)

1. Radiant is a private carrier (transport) which comes under the carriers Act 1865 of under the common law as booking company. By tendering goods (shipments) via Radiant it is deemed that the shipper agrees to the terms and conditions stated herein.

2. Radiant Air waybill is not negotiable and the shipper warrants that he is the authorized agent and owner of the goods transported hereunder and that the shipper hereby accepts Radiant terms and conditions for itself and/or as franchisee for and on behalf of any other person having any interest in the shipment. Transport reserves the right of re weighing, re measurement, re classification of goods and recalculation of rates and other charges prior to delivery and the shipper/consignee shall be liable to pay any additional payment as applicable. The shipper shall, at his own cost insure the goods either with his insurer or insures through transport against all risks of carriage or arising there of including loss of damage in transit risk of theft, pilferage or non-delivery and such risks as he may deem fit. The transport shall not be liable to any insurer on any contract of subrogation, as may be entered in by the shipper/consignee with such insurer and shall not be bound by any such contract of subrogation.

3. The transport has agreed to carry the goods under booking air waybill from one place to other as is where is condition and on said to contain basis. All the shipments under the air waybill are carried at Owner's risk. Transport shall not be liable directly for any loss or damage or theft or pilferage to the goods arising out of any event. However, such events are proved as negligence of transport then our liability is limited to Rs.5000/- per air waybill. No consequential loss/compensation shall be claimed from transport and the shipper alone shall be responsible for any or all consequences of the defective, inappropriate or inadequate packaging or any incorrect, false, irregular or incomplete particulars as to any declaration made as to goods. The transport is not liable to settle for loss or damage caused to the goods arising out of act(s) of God like rain, floods, explosion, fire or accident to vehicle by which the goods being transported or fire in warehouse. The transport shall not be responsible for riot, strike, civil commotion, hijacking of vehicles, robbery or looting by anti-social elements or political group.

4. The consignor /consignee agree to indemnify the transport against all loss, damage or injury howsoever caused including claims from third parties arising out of the carriage of any dangerous of hazardous goods, irrespective of any pre declaration or otherwise.

5. Goods will be delivered to intended consignee based on air waybill address after obtaining acknowledgement (POD) If any redirection of goods would be subject to additional cost.

**6. MATERIALS NOT ACCEPTABLE FOR CARRIAGE:**

(i) Classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association) ICAO (International Civil Aviation Organization), any applicable government department or other relevant organization.



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(ii) Not permitted by Laws/rules/restrictions in force or no customs declaration is made when required by applicable customs regulations and/or any other relevant laws. (ii) Any items notified by Radiant to be restricted and/or banned and/or dangerous and/or prohibited from time to time (such items) including but not limited to animals, bullion, currency, bearer negotiable instruments, Precious Metals and stones, firearms or parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs. Details available at all our offices on request and also available on our website: [www.radiantxwayslogistic.com](http://www.radiantxwayslogistic.com)

7. The transport, at their sole discretion, may, for effective transportation, deviate from the normal route if circumstances so justify or make shift transshipments whenever and whenever necessary, including cross over the goods to any agent, associate or other in transport for delivery at the destination on their behalf. No claim can be entertained under such scenario. The shipper acknowledges RADIANT' right of lien on its shipments for any outstanding freight, any other applicable charges, central or state and local taxes, duties, levies, advances arising out of transportation and warehousing services, whether pertaining to past or present outstanding, in respect of any or all shipments carried under this contract and may refuse to surrender possession of the shipments until all such charges are paid. Further, if such charges are not paid to Radiant within 10 days, then Radiant may store the goods at the defaulting Shipper's/Consignee's own risk including the warehousing charges and demurrage accruing thereon. Radiant further reserves its right to sell the goods by public auction, tender, private agreement or otherwise or even destroy the goods without prejudice to RADIANT' other legal remedies to recover its costs, charges and expenses, if the charges indicated aforesaid are not paid by the shipper/consignee within 10 days. Radiant does not carry any perishable goods. However, in case of perishable goods movement, Radiant shall have the right to dispose of/sell the goods immediately and without any notice and the shipper shall keep Radiant indemnified against all claims, charges and expenses incurred by Radiant due to such perishable goods entering into the network of Radiant.

8. Demurrage/Detention charge: If any part loads are not accepted by consignee on whatsoever reason and being held at our warehouse, would be charged @ 1% of value as demurrage charge. Any truck detained at booking point or at delivery point or any other place including rowing squad place due to fault of shipper/consignee shall attract detention charges at the rate of Rs.3000/- per truck/per day and Rs.5000/- per day/per trailer will be charged extra.

9. CLAIMS: Any claim must be brought by the shipper and delivered in writing to the office of Radiant nearest to the location at which the shipment is accepted within 30 days from the date of such acceptance. No claim can be made against Radiant beyond this time limit. No claim for loss or damage will be entertained until all charges have been paid. The amount of any such claim will not be deducted from any transportation charges owed to Radiant. \* ALL DISPUTES AND CLAIMS ARE SUBJECT TO NEW DELHI JURISDICTION



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