

1. Consignor/consignee has agreed to transport their goods through multimodal rail, road & sea service of TCI-CONCOR Multimodal Solutions Pvt. Ltd.
2. The terms and conditions printed on the face and overleaf of this Consignment Note and/or the Forwarding Note of this Consignment completed by or on behalf of the Consignor at the time of booking of the subject consignment shall be deemed to be the form part of the contract of carriage rail-cum-road.
3. The Carriers hereby declare that the nature, contents, quality condition and the value of the subject consignment are unknown to them. They book and accept the packed consignments on the basis of the "SAID TO CONTAIN" declared by the consignor or its lawful assignee will be responsible for the violation of law in the booking the subject consignment of false declaration misrepresentation.
4. The consignors shall be liable to all consequential damages/losses to the carriers for their false declaration at the time of booking, causing for injury to any persons, damage to equipment of the carriers or to other goods, and also for any expenses, incurred by the carriers, due to the nature and/or defective packing of the subject consignment.
5. In respect of any such consignment booked on "DOOR DELIVERY" basis the carriers will effect delivery of such consignment immediately on arrival of the carrying vehicles at destination against surrender by the consignees of the original consignees' copy of the Consignment Note and on payment of freight and other charges due and payable to the carriers.
6. If the carrying railway rakes or vehicles are detained or seized at booking office or at delivery office by Government Authorities due to incomplete or improper transit documentation, or due to detention therein of any contraband or prohibited goods or otherwise, the carriers shall not be liable for such attachment, confiscation or such detention or seizure and the consequences thereof. On the other hand the consignors or consignees shall be liable to pay detention and other consequential charge to the carriers in default of which the subject consignment will not be delivered.
7. Delivery of the subject consignments should be taken by the consignees as per written contract of carriage or from the Carrier's godown at destination within 2 days of its arrival therein, falling which a godown rent of 10 paisa per day per kg, shall be charged by the carriers and recovered from the consignee. The consignors or consignees or the holder of the original Consignee's Copy of the Consignment Note shall check with the carriers office at destination and ascertain from them the date and arrival of the consignment.
8. The carriers shall have a right to dispose off perishable goods lying undelivered after the expiry of 48 hours of their arrival at destination without serving notice, as per section 15(2)(a) of The Carriage by Road Act, 2007 to the consignors or consignees and all other goods after the expiry of 30 days of their arrival at destination shall deemed to be unclaimed as per section 15 of the Carriage By Road Act, 2007 and The Multimodal Transportation of Goods Act, 1993 subject to notice in writing being given to the consignor or other holder of the original Consignee's Copy of the Consignment Note and the claimants shall be entitled to the net sale proceeds less freight and other charges, demurrages, etc., payable to the carriers. The carriers reserve the right of action against the consignors or consignees for recovery of any uncovered balance of their dues as above.
9. The carriers shall have the right to re-weigh, re-measure, and re-classify the subject consignments and to re-calculate the freight and other charges payable at destination before delivery of the consignment to the consignee or to any other party legally entitled to delivery thereof.
10. The carrier reserves the right without assigning any reason whatsoever to change the mode of transportation including customary route(s) as it may think fit.
11. The carrier does not undertake any obligation to re-book the goods from destination or while the said goods are in transit.

12. The liability of the carrier for general goods shall be governed under Multimodal transport Act, 1993 and carriage by Road Act, 2007. (as applicable)
13. The carrier shall have the right to withhold and detain the goods at the risk of the consignor, consignee till the freight is paid thereof.
14. The Carrier is under in any way liable for pecuniary assessment of Duty/Tax and penalties imposed by Oetroli, Customs, GST Authorities, Import Duty. If Carriers paid such Duty, Tax, Penalties on behalf of the Consignor or Legal owner with such authorities, the Carrier reserve every right to recover the same from the Consignor/Consignee or Legal Owner as the case may be.
15. Open delivery of the packages would not be given under any circumstances as the company has never verified and unaware of the contents of the same as the carrier has booked the consignment "SAID TO CONTAIN" basis.
16. The consignor/consignee should follow the norms of packing standards as prescribed in the **Indian Railways Act, 1989**. The carriers are not liable in any way for the damage of the insufficient & improper packing.
17. The Consignor/Consignee are jointly and severally responsible for handing over all the related transit documents to the Carrier at the booking place only. The Carrier will take all reasonable care and precaution for the safe handling of transit documents. In case of missing of any transit documents such as E Way Bill & Invoice, the Carrier will report of such missing documents to the concerned police Authorities and handover a declaration to that effect to the Consignor/Consignee.
18. The carrier shall not entertain any claim unless a joint survey by Govt. approved surveyor is done within one week from the date of arrival or from the date of delivery whichever is earlier wherein carrier is one party and either the consignor or the consignee is the other party. The carrier will honor the claim only when such joint survey is followed by "CERTIFICATE OF FACTS" issued by the Carrier's Booking or Delivery Offices after assessment of damages.
19. In order to avoid a time bar on settlement of claims, the claims should be preferred within six months of the date of booking.
20. The carriers undertake to and shall deliver the subject consignment in the same order and condition as received by them, subject to any deterioration resulting from any cause mentioned below and also shall not be responsible for the loss, destruction, damages, deterioration, or non-delivery of the consignment to the consignee or legal owner in the following cases :  
Act of God, Act of war, Act of insurgency, Act of Public Enemies, Arrest Restraint or Seizure under process, Orders or restrictions imposed by the Central Government or State Government or any Officer or Authority subordinate to the Central Government or State Government authorized in this behalf, Act of omission or negligence of the consignor or the consignee or the agent or servant of the consignor or the consignee, natural deterioration of wastage in built or weight due to inherent defect, quality or size of the goods, fire, explosion or spontaneous combustion, Riots, Strike or Civil Commotion, any unforeseen risks, Latent Defects, Fire, Explosion or any unforeseen risk extraordinary Rainfall, Cyclone, Exceptionally severe snowfall, Thunderstorms and gales, storm and tempest, Lighting, Fire by lightning, Accident to natural forces, damage or injury caused from some unavoidable accident occurring whilst engaged in lawful act, performed with proper care, Criminal activities of an unruly mob, accident due to natural forces and without human intervention, Hijacking, Looting, Forceful unloading of goods in transit by Gang of criminals, Earthquakes, etc.
21. The competent Court in the city of New Delhi only shall have the jurisdiction in respect of all claims and/or other matters pertaining to the subject consignment or arising out of their contract of carriage.

22. The carrier does not undertake to deliver the consignment in time due to adjustment of goods on the route or due to bad weather or diversion of roads/rail route operation or break down of vehicle or railway rake.
23. It is obligatory on the part of the Consignor, Consignee to declare their CGST/SGST/IGST/UTGST Registration Number and their Registration Number under CGST/SGST/ IGST/UTGST & Customs Act, including PAN No. issued by Govt. of India. If any consignment are detained for want of these information Consignor/ Consignee will be solely liable for all consequences whatsoever financially or otherwise.
24. In any matters relating to CGST/SGST/ IGST/UTGST, the responsibility rests solely with the Consignor / consignee and the Transport Operator shall in no way be liable, accountable or penalized for the same.
25. **Without prejudice to the right of the carrier, the liabilities regarding compensation claims for loss, damage, etc. to consignments in transit both on road and in rail would be dealt with by the carrier in accordance with The Carriage by Road Act, 2007 read with The Carriage by Road Rules, 2011 or Indian Railways Act, 1989 whichever is applicable as per the facts and circumstances.**
26. **All or any claim for the loss or liability shall be governed under the provisions of The Carriage by Road Act, 2007 read with The Carriage By Road rules 2011 which shall supersede any prior arrangement, statement entered by and between the parties in the subject matter hereof as the governing law.**
27. **Consignment issued under the Carriage by Road Act, 2007 read with The Carriage by Road Rules, 2011 will be valid in the territory of India, the consignment note issued by the carrier is not negotiable with bank or banks, financial institutions in India or in abroad in anyway.**
28. Consignor including consignee has agreed to pay the freight charges as mentioned in this Consignment Note or as per written Contract of Carriage.
29. Consignor/consignee/endorse will be liable financially or otherwise if Delivery of the goods of this consignment is not taken after the expiry of E-Way Bill at destination. The said consignment will be lying at the risk and responsibility of consignor/consignee/endorsee and they will be liable for all consequence and actions financially or otherwise in GST Act and Rules.

**NOTICE:**

- The carrier will not receive or accept for carriage any goods of an inflammable, explosive dangerous or damaging nature unless permitted by Government and unless properly and securely packed in accordance with existing regulations if any. Prior to booking of such goods the consignor shall give notice to the carriers and shall make a declaration as to the nature & character of such goods otherwise such goods may be landed at any place on route destroyed rendered innocuous or deal with as that carrier may think it and the consignor of such goods shall be liable to the carrier for all loss damage destruction or expenses directly or indirectly arising out of or resulting terms the booking carriage of such goods.
- This Consignment note is not to be negotiated through any bank/Financial Institution / Agency for collection discontinuing or credit purpose.