

From: 7838283791
Shop Sheen
404,23A MHADAnear SM Shetty School
Powai
Near SM Shetty School.com
MUMBAI, MA 400076
IN

Origin ID: BOMB0



Ship Date: 23NOV15
ActWgt: 0.50 KG
CAD: 105825759/WSX12900

Dims: 6 X 28 X 23 CM

REF: Bill D/T SENDER
DESC1: Imitation jewellery

DESC3:
DESC4:

Shipper VAT/CST/TIN:
Recipient VAT/CST/TIN:
INVOICE VALUE: 1099.00 INR

SHIP TO: 9873781035

BILL SENDER

Bharat Atwal
P3/42 A
DLF Phase 2
near sikanderpur metro station
GURGAON, HA 122002
IN

AA

STANDARD OVERNIGHT

COD

122002

-IN

DEL

TRK# 7817 6365 7399

0305

02 GUXA

539J2/3F56/31D0

After printing this label:

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

FEDEx EXPRESS TRANSPORTATION AND SUPPLY CHAIN SERVICES (INDIA) PVT. LTD Service Tax Number: AABCF6516ASD001 Regd. Office: Boomerang, Unit No 804, Wings A & B1, 8th Floor, Chandvati Farm Road, Andheri (E), Mumbai-400 072
India Tel.: (+91-22) 6188 7777; Fax: (+91-22) 6679 7799 Extract of Conditions of Carriage Please read the complete version of our Conditions of Carriage on fedex.com/in Important Notice These Conditions of Carriage EXCLUDE LIABILITY on the part of FEDEX EXPRESS TRANSPORTATION AND SUPPLY CHAIN SERVICES (INDIA) PVT. LTD. its employees or agents (hereinafter collectively referred to as "FedEx" for loss and damage in certain circumstances; LIMIT LIABILITY to stated amounts where liability is accepted and REQUIRE NOTICE OF CLAIMS within strict time limits. Customers should note these Conditions carefully and where necessary obtain insurance cover in order to protect their interests. FedEx is not a common carrier and accepts documents and non documents (hereinafter referred to as "consignments") for carriage upon that condition and the Conditions set out below. 1. Application. 1.1 These Conditions apply to the carriage of consignments from and between specified locations within the territory of India, utilizing the following services: FEDEX PRIORITY OVERNIGHT, FEDEX STANDARD OVERNIGHT, FEDEX ECONOMY & FEDEX 1DAY FREIGHT. These services may be modified from time to time. 1.2 These Conditions represent the entire agreement between the parties and shall prevail over, exclude and supersede any other terms or conditions, oral or written, whosoever appearing or made and, in particular, any terms or conditions sought to be incorporated by the customer or any other written or oral statements concerning these Conditions. The customer confirms that he does not rely upon or claim any other terms, warranties, conditions or representations relating to the use of the services. 1.3 In case of conflict between these Conditions and the terms and conditions on any manifest, shipping label or other transit documentation, these Conditions shall prevail. 2. Representations & Warranties of the Customer. 2.1 The customer represents and warrants that: (a) the customer is the owner or the authorized agent of the owner of the goods entrusted to FedEx for carriage; (b) the information contained on the Waybill is true and correct the consignments and each item/article in the consignment is properly described in the Waybill, invoice and other transit documents, if any, and conforms accurately to the actual contents of the consignments and does not contravene the provisions of the Indian Post Office Act, 1886 or any other law for the time being in force; (c) the consignment does not contain any items the carriage of which is restricted or prohibited hereunder; (d) the consignment is properly marked, addressed and packed to ensure safe handling; (e) if required, the customer shall furnish such information and such documents to FedEx as are necessary to meet the formalities under the respective local laws of the States through which the goods are likely to pass en route to destination. FedEx shall be under no obligation to enquire into the correctness or sufficiency of such information or documents. 2.2 By tendering the goods for carriage to FedEx, the customer is deemed to have accepted these Conditions for himself/itself and/or as an agent for and on behalf of any person having any interest in the consignment. 2.3 The customer agrees to pay the freight charges, service tax and other surcharges payable on the consignment. 2.4 Carriage 2.4.1 FedEx undertakes, subject to payment in accordance with the rates notified to the customer from time to time, to carry the customer's consignment from the point of tendering for delivery to the consignee at the address indicated on the Waybill. There is no obligation to deliver a consignment to the consignee personally. 2.4.2 FedEx reserves the right to carry the customer's consignments by any route using multimodal transportation according to its own handling, storage and movement methods and plans and by use of its business associates, co-loaders, co-couriers, franchisees or other Agents. 2.4.3 FedEx reserves the right to refuse, hold, cancel, postpone or return any consignment at any time if such consignment would in the opinion of FedEx be likely to cause damage or delay to other consignments, goods or persons, or the carriage of which is prohibited by law or is in violation of any of these Conditions. The fact that FedEx accepts a consignment does not mean that such consignment conforms to applicable laws and regulations or to the present Conditions. 4. Waybill. 4.1 The customer acknowledges that the Waybill has been completed by the customer or by FedEx on behalf of the customer. The customer shall ensure that the Waybill provided by FedEx is signed by a person authorized to sign it on behalf of the customer and the customer will be bound by the signature of such person on the Waybill. The Waybill shall be prima facie evidence of the conclusion of the contract, of the acceptance of the goods and of these conditions of carriage. 4.2 The customer shall be responsible for the correctness of the particulars and statements relating to the goods inserted by the customer or on its behalf in the Waybill. 4.3 The Waybill shall be prima facie evidence of the weight or measure and other particulars of the goods and the number of packages stated therein. However, particulars relating to the quantity, volume and condition of the goods shall not constitute evidence against FedEx except so far as they have been and are stated in the Waybill to have been checked by FedEx in the presence of the customer. 3. Duties & Taxes. 3.1 The freight charges are only for the carriage of the consignment from origin to destination and are exclusive of octroi, or any other tax levies that may be applicable to the consignment, from time to time, either at origin, en route or destination. Such levies, duties and taxes shall be payable by the consignee at the time of delivery of the consignment. FedEx may, at its sole discretion, advance any duties and taxes payable in respect of any consignment against levy of a fee or charge therefor. 3.2 Regardless of any payment instructions or provisions to the contrary, the customer shall always remain ultimately liable for payment of all costs, charges and expenses (which shall without limitation include octroi, state and local taxes and imposts not paid for by the consignee) related to the consignment and for costs incurred either in returning the consignment to the customer or warehousing the consignment pending such return. 4. Surcharges. FedEx reserves the right to assess fuel and other surcharges on consignments without notice. 7. Chargeable Weight 7.1 Every consignment shall be charged by its chargeable weight, as defined hereunder, and not the actual weight. The chargeable weight shall be the higher of: (a) the actual weight rounded off to the next higher half kg or one kg as per the rate category agreed to, or (b) the volume weight similarly rounded off as in (a) above. 8. Payment. 8.1 The proof of delivery or other alternate documentation evidencing delivery of the consignment will be furnished provided a request in that behalf is made within 30 days of booking of the consignment but under no circumstances will be a pre-condition for payment of our bills. 8.4 Interest at the rate of 18% per annum shall be payable on all overdue invoices. 8. Labeling & Packing. 8.2 It is the customer's obligation to ensure that all consignments entrusted to FedEx for carriage are prepared and packed adequately to ensure safe carriage with normal care in handling. Any article susceptible to damage as a result of any condition which may be encountered during handling or transportation by air, railway or road must be adequately protected by the customer by proper packaging and FedEx shall not be liable for any damage or shortages occurring as a result of improper packing. 10. Inspection of Consignments. 10.1 FedEx may, at its option, or upon the request of the competent authorities, open and inspect any consignment at any time, and shall incur no liability of any kind therefor. 10.2 In accordance with applicable regulations, X-ray screening of consignments may be undertaken and the Consignee hereby waives any possible claims against FedEx for damages as a result thereof. 10.3 FedEx shall not be liable in any circumstances for any claim, which relates to seizure or detention of goods in the course of transit by revenue, law enforcement or other government authorities. 11. Undelivered or Unclaimed Consignment. 11.1 A consignment shall be considered to be undelivered: (i) the consignee's address is incomplete, illegible, incorrect or cannot be located; (ii) the consignee fails or refuses to accept delivery or sign or pay for delivery of any consignment; (iii) the consignment would likely cause damage or delay to other consignments or goods, or injury to persons; (iv) the consignment contains prohibited items; (v) the consignments contents or packaging are damaged to the extent that re-wrapping is not possible; (vi) the consignment is detained or otherwise unable to clear local or State boundaries. 12. Liabilities not assumed. 12.1 FedEx will not be liable in any event for consequential or indirect losses or damages, including but not limited to loss of income or profits. 12.2 FedEx shall not be liable for damages sustained in the event of destruction or loss of or damage to any consignment arising from causes beyond its reasonable control including but not limited to (a) an Act of God; (b) any consequences of war, armed conflict, invasion, act of foreign enemy, hostilities (whether war or not), civil war, riot, rebellion, insurrection, military or usurped power or confiscation, acts of terrorism, requisition or destruction of or damage to property by or under the order of any government or public or local authority, strike, lock-out, general or partial stoppage or restraint of labour from whatever cause; (c) seizure or forfeiture under legal process; (d) error, act, default, omission, mis-statement or mis-representation by the customer, consignee or other owner of the goods or by servants or agents of either of them; (e) the violation of any of the terms and conditions contained on the Waybill or these Conditions, tariff or other terms and conditions applicable to the consignment Consignor, provided that the seal is unbroken at the time of delivery and the Package retains its basic integrity; including, but not limited to the incorrect declaration of the goods, improper or insufficient securing, marking or addressing of the consignment, defective packing by a person other than FedEx; (f) the loss of or damage to articles packed and sealed in packages by the (g) the seizure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or seizure or damage of photographic images or soundtracks from exposed film; (h) FedEx's failure to honour "package orientation" graphics (e.g., "THIS END UP" markings); (i) FedEx's failure or inability to attempt to contact the Consignor or Consignee concerning incomplete or inaccurate address, incorrect or incomplete documentation or non-payment of duties and taxes necessary to release a consignment; (j) loss of or damage to any package for which FedEx has no record of receipt; (k) the act, default or omission of any public authority carried out in connection with the entry, exit or transit of the goods; (l) accidents to vehicles and other conveyances carrying the consignments; (m) flight delays; (n) refusal by consignee to accept the consignment or to give proper acknowledgment of receipt thereof; (o) inherent defect, quality or vice of the goods. 13. Money Back Guarantee Policy. Please see the complete version of these Conditions of Carriage. 14. Declared Value & Limits of Liability. 14.1 Unless the customer declares a higher Declared Value for Carriage on the Waybill, the liability of FedEx for any loss or damage to any consignment shall be the lowest of: (a) Rs. 1,800/- in case of documents and 5,000/- in case of non documents; or (b) The amount of loss or damage to the consignment actually sustained or (c) The actual value of the consignment as determined, without regard to the commercial utility or special value to the customer. The Declared Value for Carriage cannot exceed the invoice value. 14.2 The Declared Value for Carriage represents FedEx's maximum liability for any loss, damage, delay or misdelivery of any consignment. 14.3 The maximum Declared Value for Carriage and invoice value is limited as follows: FedEx X Priority Overnight- Rs. 5000/- per consignment; FedEx Standard Overnight Rs. 30,00,000/- per consignment; FedEx Economy - Rs. 1,00,00,000/- per consignment; FedEx 1Day Freight - Rs. 1,00,00,000/- per consignment. Goods with a value (actual or declared) exceeding these amounts should not be sent using these services. 14.4 Any declaration of a value in excess of the maximum allowed by FedEx is null and void. FedEx's inadvertent acceptance for carriage of any consignment bearing a declared value in excess of the allowed maximums does not constitute a waiver of any provision of or limits as to such consignment. 14.3 If the Declared Value for Carriage for a consignment exceeds the authorized limits, such value shall automatically be reduced to the authorized limits for such consignment. 14.6 The actual value of a consignment (which term shall include any item of commercial value which is carried hereunder) shall be ascertained by reference to the cost by repair or replacement/tresale or fair market value not exceeding the original cost of the article actually paid by the customer, always within the overall limit of Rs. 1,000/- in case of documents and 5,000/- in case of non documents. 15. Insurance. 15.1 FedEx does not provide insurance cover and the customer may insure the consignments entrusted for carriage to FedEx at his own cost and expense. 15.2 FedEx can arrange for insurance of a consignment on behalf of the customer for the declared value of the goods in respect of loss of or physical damage to such consignments. However, in such event, FedEx shall be responsible only for the administrative facilitation and arrangement of the insurance policy. 15.3 The said insurance cover will be obtained subject to the following terms and conditions: 15.3.1 The customer shall pay Freight on Value to FedEx, which will include the applicable premium payable to the insurance company and the service charges of FedEx. 15.3.2 The insurance shall not cover any loss or damage, or loss or damage caused on account of any delays in delivery of consignments. 15.3.3 Any difference between the amount claimed by the customer and the amount paid by the insurance company shall be borne by the customer and FedEx will not be liable for payment of the said sum under any circumstances. 15.3.4 Notwithstanding anything stated hereinabove, no claim shall be entertained if the freight together with FOV charges are not paid by the customer/consignor/consignee to FedEx. 16. Customer's Indemnities to FedEx. 16.1 The Customer shall indemnify FedEx against all claims, demands, proceedings, fines, penalties, damage, costs and expenses suffered by FedEx or by any other person to whom FedEx is liable by reason of: 16.1.1 any irregularity, incorrectness or incompleteness of the particulars and statements or by the absence, insufficiency or irregularity of any information or documents furnished by the customer or other owner of the goods or any servant or agent or either of them. 16.1.2 insufficient or improper packaging, labelling or addressing of the goods. 16.1.3 all claims and demands whatever by whomsoever made in excess of the liability of FedEx India under these Conditions. 16.1.4 all losses suffered by and claims made against FedEx arising out of the carriage by FedEx of items not acceptable for carriage, including Dangerous and Prohibited Goods, whether or not declared by the customer as such. 16.1.5 all claims made upon FedEx towards taxes, duties, penalties and interest. 17. No Warranties. Save as expressly set out herein, FedEx makes no warranties, express or implied. 18. Claims. 18.1 Claims for Loss, Damage or Delay. All claims must be made in writing and within strict time limits. Please see our Conditions of Carriage for full version of the Section. 18.2 FedEx will only accept claims filed by the Consignor unless the Consignor provides written permission to FedEx to accept the claim of the Consignee. 18.3 The claim for loss, damage or delay shall not be debited from any dues owed to FedEx. 18. Items Not Accepted For Carriage. 18.1 The following items will not be accepted for carriage: 18.1.1 Items classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization) or other government or regulatory agencies. 18.1.2 Items the carriage of which is prohibited by any law, statute or regulation. 18.1.3 Items requiring FedEx to obtain any special licence or permit for transportation. For a complete list of prohibited items, please see our Conditions of Carriage. 20. Lien on Goods Consigned. FedEx shall have a general lien on all goods in its possession, custody or control for any monies whatsoever due from the customer or owner of the consignments and such general lien shall extend to all freight charges, Octroi duties and taxes, advances, or any other charges of any kind arising out of transit hereunder. 21. Jurisdiction of Courts All disputes and claims shall be subject to the exclusive and irrevocable jurisdiction of courts at Mumbai. Part 16264/162645 - Rev. Date 12/16

From: 7838283791
Shop Sheen
404,23A MHADAnear SM Shetty School
Powai
Near SM Shetty School.com
MUMBAI, MA 400076
IN

Origin ID: BOMB0



Ship Date: 23NOV15
ActWgt: 0.50 KG
CAD: 105825759/WSX12900

Dims: 6 X 28 X 23 CM

REF: Bill D/T SENDER
DESC1: Imitation jewellery

DESC3:
DESC4:

Shipper VAT/CST/TIN:
Recipient VAT/CST/TIN:
INVOICE VALUE: 1099.00 INR

SHIP TO: 9873781035

BILL SENDER

Bharat Atwal
P3/42 A
DLF Phase 2
near sikanderpur metro station
GURGAON, HA 122002
IN

AA

STANDARD OVERNIGHT

COD

122002

-IN

DEL

TRK# 7817 6365 7399

0305

02 GUXA

539J2/3F56/31D0

After printing this label:

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

FEDEx EXPRESS TRANSPORTATION AND SUPPLY CHAIN SERVICES (INDIA) PVT. LTD Service Tax Number: AABCF65164SD001 Regd. Office: Boomerang, Unit No 804, Wings A & B1, 8th Floor, Chandvati Farm Road, Andheri (E), Mumbai-400 072
India Tel. : (+91-22) 6188 7777; Fax : (+91-22) 6679 7799 Extract of Conditions of Carriage Please read the complete version of our Conditions of Carriage on fedex.com/in Important Notice These Conditions of Carriage EXCLUDE LIABILITY on the part of FEDEX EXPRESS TRANSPORTATION AND SUPPLY CHAIN SERVICES (INDIA) PVT. LTD. its employees or agents (hereinafter collectively referred to as "FedEx" for loss and damage in certain circumstances; LIMIT LIABILITY to stated amounts where liability is accepted and REQUIRE NOTICE OF CLAIMS within strict time limits. Customers should note these Conditions carefully and where necessary obtain insurance cover in order to protect their interests. FedEx is not a common carrier and accepts documents and non documents (hereinafter referred to as "consignments") for carriage upon that condition and the Conditions set out below. 1. Application. 1.1 These Conditions apply to the carriage of consignments from and between specified locations within the territory of India, utilizing the following services: FEDEX PRIORITY OVERNIGHT, FEDEX STANDARD OVERNIGHT, FEDEX ECONOMY & FEDEX 1DAY FREIGHT. These services may be modified from time to time. 1.2 These Conditions represent the entire agreement between the parties and shall prevail over, exclude and supersede any other terms or conditions, oral or written, whosoever appearing or made and, in particular, any terms or conditions sought to be incorporated by the customer or any other written or oral statements concerning these Conditions. The customer confirms that he does not rely upon or claim any other terms, warranties, conditions or representations relating to the use of the services. 1.3 In case of conflict between these Conditions and the terms and conditions on any manifest, shipping label or other transit documentation, these Conditions shall prevail. 2. Representations & Warranties of the Customer. 2.1 The customer represents and warrants that: (a) the customer is the owner or the authorized agent of the owner of the goods entrusted to FedEx for carriage; (b) the information contained on the Waybill is true and correct the consignments and each item/article in the consignment is properly described in the Waybill, invoice and other transit documents, if any, and conforms accurately to the actual contents of the consignments and does not contravene the provisions of the Indian Post Office Act, 1886 or any other law for the time being in force; (c) the consignments does not contain any items the carriage of which is restricted or prohibited hereunder; (d) the consignment is properly marked, addressed and packed to ensure safe handling; (e) if required, the customer shall furnish such information and such documents to FedEx as are necessary to meet the formalities under the respective local laws of the States through which the goods are likely to pass en route to destination. FedEx shall be under no obligation to enquire into the correctness or sufficiency of such information or documents. 2.2 By tendering the goods for carriage to FedEx, the customer is deemed to have accepted these Conditions for himself/itself and/or as an agent for and on behalf of any person having any interest in the consignment. 2.3 The customer agrees to pay the freight charges, service tax and other surcharges payable on the consignment. 2.4 Carriage 2.4.1 FedEx undertakes, subject to payment in accordance with the rates notified to the customer from time to time, to carry the customer's consignment from the point of tendering for delivery to the consignee at the address indicated on the Waybill. There is no obligation to deliver a consignment to the consignee personally. 2.4.2 FedEx reserves the right to carry the customer's consignments by any route using multimodal transportation according to its own handling, storage and movement methods and plans and by use of its business associates, co-loaders, co-carriers, franchisees or other Agents. 2.4.3 FedEx reserves the right to refuse, hold, cancel, postpone or return any consignment at any time if such consignment would in the opinion of FedEx be likely to cause damage or delay to other consignments, goods or persons, or the carriage of which is prohibited by law or is in violation of any of these Conditions. The fact that FedEx accepts a consignment does not mean that such consignment conforms to applicable laws and regulations or to the present Conditions. 4. Waybill. 4.1 The customer acknowledges that the Waybill has been completed by the customer or by FedEx on behalf of the customer. The customer shall ensure that the Waybill provided by FedEx is signed by a person authorized to sign it on behalf of the customer and the customer will be bound by the signature of such person on the Waybill. The Waybill shall be prima facie evidence of the conclusion of the contract, of the acceptance of the goods and of these conditions of carriage. 4.2 The customer shall be responsible for the correctness of the particulars and statements relating to the goods inserted by the customer or on its behalf in the Waybill. 4.3 The Waybill shall be prima facie evidence of the weight or measure and other particulars of the goods and the number of packages stated therein. However, particulars relating to the quantity, volume and condition of the goods shall not constitute evidence against FedEx except so far as they have been and are stated in the Waybill to have been checked by FedEx in the presence of the customer. 3. Duties & Taxes. 3.1 The freight charges are only for the carriage of the consignment from origin to destination and are exclusive of octroi, or any other tax levies that may be applicable to the consignment, from time to time, either at origin, en route or destination. Such levies, duties and taxes shall be payable by the consignee at the time of delivery of the consignment. FedEx may, at its sole discretion, advance any duties and taxes payable in respect of any consignment against levy of a fee or charge therefor. 3.2 Regardless of any payment instructions or provisions to the contrary, the customer shall always remain ultimately liable for payment of all costs, charges and expenses (which shall without limitation include octroi, state and local taxes and imposts not paid for by the consignee) related to the consignment and for costs incurred either in returning the consignment to the customer or warehousing the consignment pending such return. 4. Surcharges. FedEx reserves the right to assess fuel and other surcharges on consignments without notice. 7. Chargeable Weight 7.1 Every consignment shall be charged by its chargeable weight, as defined hereunder, and not the actual weight. The chargeable weight shall be the higher of: (a) the actual weight rounded off to the next higher half kg or one kg as per the rate category agreed to, or (b) the volume weight similarly rounded off as in (a) above. 8. Payment. 8.1 The proof of delivery or other alternate documentation evidencing delivery of the consignment will be furnished provided a request in that behalf is made within 30 days of booking of the consignment but under no circumstances will be a pre-condition for payment of our bills. 8.4 Interest at the rate of 18% per annum shall be payable on all overdue invoices. 8. Labeling & Packing. 8.2 It is the customer's obligation to ensure that all consignments entrusted to FedEx for carriage are prepared and packed adequately to ensure safe carriage with normal care in handling. Any article susceptible to damage as a result of any condition which may be encountered during handling or transportation by air, railway or road must be adequately protected by the customer by proper packaging and FedEx shall not be liable for any damage or shortages occurring as a result of improper packing. 10. Inspection of Consignments. 10.1 FedEx may, at its option, or upon the request of the competent authorities, open and inspect any consignment at any time, and shall incur no liability of any kind therefor. 10.2 In accordance with applicable regulations, X-ray screening of consignments may be undertaken and the Consignee hereby waives any possible claims against FedEx for damages as a result thereof. 10.3 FedEx shall not be liable in any circumstances for any claim, which relates to seizure or detention of goods in the course of transit by revenue, law enforcement or other government authorities. 11. Undelivered or Unclaimed Consignment. 11.1 A consignment shall be considered to be undelivered: (i) the consignee's address is incomplete, illegible, incorrect or cannot be located; (ii) the consignee fails or refuses to accept delivery or sign or pay for delivery of any consignment; (iii) the consignment would likely cause damage or delay to other consignments or goods, or injury to persons; (iv) the consignment contains prohibited items; (v) the consignments contents or packaging are damaged to the extent that re-wrapping is not possible; (vi) the consignment is detained or otherwise unable to clear local or State boundaries. 12. Liabilities not assumed. 12.1 FedEx will not be liable in any event for consequential or indirect losses or damages, including but not limited to loss of income or profits. 12.2 FedEx shall not be liable for damages sustained in the event of destruction or loss of or damage to any consignment arising from causes beyond its reasonable control including but not limited to (a) an Act of God; (b) any consequences of war, armed conflict, invasion, act of foreign enemy, hostilities (whether war or not), civil war, riot, rebellion, insurrection, military or usurped power or confiscation, acts of terrorism, requisition or destruction of or damage to property by or under the order of any government or public or local authority, strike, lock-out, general or partial stoppage or restraint of labour from whatever cause; (c) seizure or forfeiture under legal process; (d) error, act, default, omission, mis-statement or mis-representation by the customer, consignee or other owner of the goods or by servants or agents of either of them; (e) the violation of any of the terms and conditions contained on the Waybill or these Conditions, tariff or other terms and conditions applicable to the consignment Consignor, provided that the seal is unbroken at the time of delivery and the Package retains its basic integrity; including, but not limited to the incorrect declaration of the goods, improper or insufficient securing, marking or addressing of the consignment, defective packing by a person other than FedEx; (f) the loss of or damage to articles packed and sealed in packages by the (g) the seizure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or seizure or damage of photographic images or soundtracks from exposed film; (h) FedEx's failure to honour "package orientation" graphics (e.g., "THIS END UP" markings); (i) FedEx's failure or inability to attempt to contact the Consignor or Consignee concerning incomplete or inaccurate address, incorrect or incomplete documentation or non-payment of duties and taxes necessary to release a consignment; (j) loss of or damage to any package for which FedEx has no record of receipt; (k) the act, default or omission of any public authority carried out in connection with the entry, exit or transit of the goods; (l) accidents to vehicles and other conveyances carrying the consignments; (m) flight delays; (n) refusal by consignee to accept the consignment or to give proper acknowledgment of receipt thereof; (o) inherent defect, quality or vice of the goods. 13. Money Back Guarantee Policy. Please see the complete version of these Conditions of Carriage. 14. Declared Value & Limits of Liability. 14.1 Unless the customer declares a higher Declared Value for Carriage on the Waybill, the liability of FedEx for any loss or damage to any consignment shall be the lowest of: (a) Rs. 1,800/- in case of documents and 5,000/- in case of non documents; or (b) The amount of loss or damage to the consignment actually sustained or (c) The actual value of the consignment as determined, without regard to the commercial utility or special value to the customer. The Declared Value for Carriage cannot exceed the invoice value. 14.2 The Declared Value for Carriage represents FedEx's maximum liability for any loss, damage, delay or misdelivery of any consignment. 14.3 The maximum Declared Value for Carriage and invoice value is limited as follows: FedEx X Priority Overnight- Rs. 5000/- per consignment; FedEx Standard Overnight Rs. 30,00,000/- per consignment; FedEx Economy - Rs. 1,00,00,000/- per consignment; FedEx 1Day Freight - Rs. 1,00,00,000/- per consignment. Goods with a value (actual or declared) exceeding these amounts should not be sent using these services. 14.4 Any declaration of a value in excess of the maximum allowed by FedEx is null and void. FedEx's inadvertent acceptance for carriage of any consignment bearing a declared value in excess of the allowed maximums does not constitute a waiver of any provision of or limits as to such consignment. 14.3 If the Declared Value for Carriage for a consignment exceeds the authorized limits, such value shall automatically be reduced to the authorized limits for such consignment. 14.6 The actual value of a consignment (which term shall include any item of commercial value which is carried hereunder) shall be ascertained by reference to the cost by repair or replacement/tresale or fair market value not exceeding the original cost of the article actually paid by the customer, always within the overall limit of Rs. 1,000/- in case of documents and 5,000/- in case of non documents. 15. Insurance. 15.1 FedEx does not provide insurance cover and the customer may insure the consignments entrusted for carriage to FedEx at his own cost and expense. 15.2 FedEx can arrange for insurance of a consignment on behalf of the customer for the declared value of the goods in respect of loss of or physical damage to such consignments. However, in such event, FedEx shall be responsible only for the administrative facilitation and arrangement of the insurance policy. 15.3 The said insurance cover will be obtained subject to the following terms and conditions: 15.3.1 The customer shall pay Freight on Value to FedEx, which will include the applicable premium payable to the insurance company and the service charges of FedEx. 15.3.2 The insurance shall not cover any loss or damage, or loss or damage caused on account of any delays in delivery of consignments. 15.3.3 Any difference between the amount claimed by the customer and the amount paid by the insurance company shall be borne by the customer and FedEx will not be liable for payment of the said sum under any circumstances. 15.3.4 Notwithstanding anything stated hereinabove, no claim shall be entertained if the freight together with FOV charges are not paid by the customer/consignor/consignee to FedEx. 16. Customer's Indemnities to FedEx. 16.1 The Customer shall indemnify FedEx against all claims, demands, proceedings, fines, penalties, damage, costs and expenses suffered by FedEx or by any other person to whom FedEx is liable by reason of: 16.1.1 any irregularity, incorrectness or incompleteness of the particulars and statements or by the absence, insufficiency or irregularity of any information or documents furnished by the customer or other owner of the goods or any servant or agent or either of them. 16.1.2 insufficient or improper packaging, labelling or addressing of the goods. 16.1.3 all claims and demands whatever by whomsoever made in excess of the liability of FedEx India under these Conditions. 16.1.4 all losses suffered by and claims made against FedEx arising out of the carriage by FedEx of items not acceptable for carriage, including Dangerous and Prohibited Goods, whether or not declared by the customer as such. 16.1.5 all claims made upon FedEx towards taxes, duties, penalties and interest. 17. No Warranties. Save as expressly set out herein, FedEx makes no warranties, express or implied. 18. Claims. 18.1 Claims for Loss, Damage or Delay. All claims must be made in writing and within strict time limits. Please see our Conditions of Carriage for full version of the Section. 18.2 FedEx will only accept claims filed by the Consignor unless the Consignor provides written permission to FedEx to accept the claim of the Consignee. 18.3 The claim for loss, damage or delay shall not be debited from any dues owed to FedEx. 18. Items Not Accepted For Carriage. 18.1 The following items will not be accepted for carriage: 18.1.1 Items classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization) or other government or regulatory agencies. 18.1.2 Items the carriage of which is prohibited by any law, statute or regulation. 18.1.3 Items requiring FedEx to obtain any special licence or permit for transportation. For a complete list of prohibited items, please see our Conditions of Carriage. 20. Lien on Goods Consigned. FedEx shall have a general lien on all goods in its possession, custody or control for any monies whatsoever due from the customer or owner of the consignments and such general lien shall extend to all freight charges, Octroi duties and taxes, advances, or any other charges of any kind arising out of transit hereunder. 21. Jurisdiction of Courts All disputes and claims shall be subject to the exclusive and irrevocable jurisdiction of courts at Mumbai. Part 16264/162645 - Rev. Date 12/16

From: 7838283791
Shop Sheen
404,23A MHADAnear SM Shetty School
Powai
Near SM Shetty School.com
MUMBAI, MA 400076
IN

Origin ID: BOMBD



Ship Date: 23NOV15
ActWgt: 0.50 KG
CAD: 105825759/WSX12900

Dims: 6 X 28 X 23 CM

REF: Bill D/T SENDER
DESC1: Imitation jewellery

DESC3:
DESC4:

Shipper VAT/CST/TIN:
Recipient VAT/CST/TIN:
INVOICE VALUE: 1099.00 INR

SHIP TO: 9873781035

BILL SENDER

Bharat Atwal
P3/42 A
DLF Phase 2
near sikanderpur metro station
GURGAON, HA 122002
IN

AA

STANDARD OVERNIGHT

COD

122002

-IN

DEL

TRK# 7817 6365 7399

0305

02 GUXA

539J2/3F56/31D0

After printing this label:

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

FEDEx EXPRESS TRANSPORTATION AND SUPPLY CHAIN SERVICES (INDIA) PVT. LTD Service Tax Number: AABCF5616ASD001 Regd. Office: Boomerang, Unit No 804, Wings A & B1, 8th Floor, Chandivli Farm Road, Andheri (E), Mumbai-400 072
India Tel.: (+91-22) 6188 7777; Fax: (+91-22) 6679 7799 Extract of Conditions of Carriage Please read the complete version of our Conditions of Carriage on fedex.com/in Important Notice These Conditions of Carriage EXCLUDE LIABILITY on the part of FEDEX EXPRESS TRANSPORTATION AND SUPPLY CHAIN SERVICES (INDIA) PVT. LTD. its employees or agents (hereinafter collectively referred to as "FedEx" for loss and damage in certain circumstances; LIMIT LIABILITY to stated amounts where liability is accepted and REQUIRE NOTICE OF CLAIMS within strict time limits. Customers should note these Conditions carefully and where necessary obtain insurance cover in order to protect their interests. FedEx is not a common carrier and accepts documents and non documents (hereinafter referred to as "consignments") for carriage upon that condition and the Conditions set out below. 1. Application. 1.1 These Conditions apply to the carriage of consignments from and between specified locations within the territory of India, utilizing the following services: FEDEX PRIORITY OVERNIGHT, FEDEX STANDARD OVERNIGHT, FEDEX ECONOMY & FEDEX 1DAY FREIGHT. These services may be modified from time to time. 1.2 These Conditions represent the entire agreement between the parties and shall prevail over, exclude and supersede any other terms or conditions, oral or written, whosoever appearing or made and, in particular, any terms or conditions sought to be incorporated by the customer or any other written or oral statements concerning these Conditions. The customer confirms that he does not rely upon or claim any other terms, warranties, conditions or representations relating to the use of the services. 1.3 In case of conflict between these Conditions and the terms and conditions on any manifest, shipping label or other transit documentation, these Conditions shall prevail. 2. Representations & Warranties of the Customer. 2.1 The customer represents and warrants that: (a) the customer is the owner or the authorized agent of the owner of the goods entrusted to FedEx for carriage; (b) the information contained on the Waybill is true and correct the consignments and each item/article in the consignment is properly described in the Waybill, invoice and other transit documents, if any, and conforms accurately to the actual contents of the consignments and does not contravene the provisions of the Indian Post Office Act, 1886 or any other law for the time being in force; (c) the consignment does not contain any items the carriage of which is restricted or prohibited hereunder; (d) the consignment is properly marked, addressed and packed to ensure safe handling; (e) if required, the customer shall furnish such information and such documents to FedEx as are necessary to meet the formalities under the respective local laws of the States through which the goods are likely to pass en route to destination. FedEx shall be under no obligation to enquire into the correctness or sufficiency of such information or documents. 2.2 By tendering the goods for carriage to FedEx, the customer is deemed to have accepted these Conditions for himself/itself and/or as an agent for and on behalf of any person having any interest in the consignment. 2.3 The customer agrees to pay the freight charges, service tax and other surcharges payable on the consignment. 2.4 Carriage 2.4.1 FedEx undertakes, subject to payment in accordance with the rates notified to the customer from time to time, to carry the customer's consignment from the point of tendering for delivery to the consignee at the address indicated on the Waybill. There is no obligation to deliver a consignment to the consignee personally. 2.4.2 FedEx reserves the right to carry the customer's consignments by any route using multimodal transportation according to its own handling, storage and movement methods and plans and by use of its business associates, co-loaders, co-couriers, franchisees or other Agents. 2.4.3 FedEx reserves the right to refuse, hold, cancel, postpone or return any consignment at any time if such consignment would in the opinion of FedEx be likely to cause damage or delay to other consignments, goods or persons, or the carriage of which is prohibited by law or is in violation of any of these Conditions. The fact that FedEx accepts a consignment does not mean that such consignment conforms to applicable laws and regulations or to the present Conditions. 4. Waybill. 4.1 The customer acknowledges that the Waybill has been completed by the customer or by FedEx on behalf of the customer. The customer shall ensure that the Waybill provided by FedEx is signed by a person authorized to sign it on behalf of the customer and the customer will be bound by the signature of such person on the Waybill. The Waybill shall be prima facie evidence of the conclusion of the contract, of the acceptance of the goods and of these conditions of carriage. 4.2 The customer shall be responsible for the correctness of the particulars and statements relating to the goods inserted by the customer or on its behalf in the Waybill. 4.3 The Waybill shall be prima facie evidence of the weight or measure and other particulars of the goods and the number of packages stated therein. However, particulars relating to the quantity, volume and condition of the goods shall not constitute evidence against FedEx except so far as they have been and are stated in the Waybill to have been checked by FedEx in the presence of the customer. 3. Duties & Taxes. 3.1 The freight charges are only for the carriage of the consignment from origin to destination and are exclusive of octroi, or any other tax levies that may be applicable to the consignment, from time to time, either at origin, en route or destination. Such levies, duties and taxes shall be payable by the consignee at the time of delivery of the consignment. FedEx may, at its sole discretion, advance any duties and taxes payable in respect of any consignment against levy of a fee or charge therefor. 3.2 Regardless of any payment instructions or provisions to the contrary, the customer shall always remain ultimately liable for payment of all costs, charges and expenses (which shall without limitation include octroi, state and local taxes and imposts not paid for by the consignee) related to the consignment and for costs incurred either in returning the consignment to the customer or warehousing the consignment pending such return. 4. Surcharges. FedEx reserves the right to assess fuel and other surcharges on consignments without notice. 7. Chargeable Weight 7.1 Every consignment shall be charged by its chargeable weight, as defined hereunder, and not the actual weight. The chargeable weight shall be the higher of: (a) the actual weight rounded off to the next higher half kg or one kg as per the rate category agreed to, or (b) the volume weight similarly rounded off as in (a) above. 8. Payment. 8.1 The proof of delivery or other alternate documentation evidencing delivery of the consignment will be furnished provided a request in that behalf is made within 30 days of booking of the consignment but under no circumstances will be a pre-condition for payment of our bills. 8.4 Interest at the rate of 18% per annum shall be payable on all overdue invoices. 8. Labeling & Packing. 8.2 It is the customer's obligation to ensure that all consignments entrusted to FedEx for carriage are prepared and packed adequately to ensure safe carriage with normal care in handling. Any article susceptible to damage as a result of any condition which may be encountered during handling or transportation by air, railway or road must be adequately protected by the customer by proper packaging and FedEx shall not be liable for any damage or shortages occurring as a result of improper packing. 10. Inspection of Consignments. 10.1 FedEx may, at its option, or upon the request of the competent authorities, open and inspect any consignment at any time, and shall incur no liability of any kind therefor. 10.2 In accordance with applicable regulations, X-ray screening of consignments may be undertaken and the Consignee hereby waives any possible claims against FedEx for damages as a result thereof. 10.3 FedEx shall not be liable in any circumstances for any claim, which relates to seizure or detention of goods in the course of transit by revenue, law enforcement or other government authorities. 11. Undelivered Or Unclaimed Consignment. 11.1 A consignment shall be considered to be undelivered if: (i) the consignee's address is incomplete, illegible, incorrect or cannot be located; (ii) the consignee fails or refuses to accept delivery or sign or pay for delivery of any consignment; (iii) the consignment would likely cause damage or delay to other consignments or goods, or injury to persons; (iv) the consignment contains prohibited items; (v) the consignments contents or packaging are damaged to the extent that re-wrapping is not possible; (vi) the consignment is detained or otherwise unable to clear local or State boundaries. 12. Liabilities not assumed. 12.1 FedEx will not be liable in any event for consequential or indirect losses or damages, including but not limited to loss of income or profits. 12.2 FedEx shall not be liable for damages sustained in the event of destruction or loss of or damage to any consignment arising from causes beyond its reasonable control including but not limited to (a) an Act of God; (b) any consequences of war, armed conflict, invasion, act of foreign enemy, hostilities (whether war or not), civil war, riot, rebellion, insurrection, military or usurped power or confiscation, acts of terrorism, requisition or destruction of or damage to property by or under the order of any government or public or local authority, strike, lock-out, general or partial stoppage or restraint of labour from whatever cause; (c) seizure or forfeiture under legal process; (d) error, act, default, omission, mis-statement or mis-representation by the customer, consignee or other owner of the goods or by servants or agents of either of them; (e) the violation of any of the terms and conditions contained on the Waybill or these Conditions, tariff or other terms and conditions applicable to the consignment Consignor, provided that the seal is unbroken at the time of delivery and the Package retains its basic integrity; including, but not limited to the incorrect declaration of the goods, improper or insufficient securing, marking or addressing of the consignment, defective packing by a person other than FedEx; (f) the loss of or damage to articles packed and sealed in packages by the (g) the seizure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or seizure or damage of photographic images or soundtracks from exposed film; (h) FedEx's failure to honour "package orientation" graphics (e.g., "THIS END UP" markings); (i) FedEx's failure or inability to attempt to contact the Consignor or Consignee concerning incomplete or inaccurate address, incorrect or incomplete documentation or non-payment of duties and taxes necessary to release a consignment; (j) loss of or damage to any package for which FedEx has no record of receipt; (k) the act, default or omission of any public authority carried out in connection with the entry, exit or transit of the goods; (l) accidents to vehicles and other conveyances carrying the consignments; (m) flight delays; (n) refusal by consignee to accept the consignment or to give proper acknowledgment of receipt thereof; (o) inherent defect, quality or vice of the goods. 13. Money Back Guarantee Policy. Please see the complete version of these Conditions of Carriage. 14. Declared Value & Limits of Liability. 14.1 Unless the customer declares a higher Declared Value for Carriage on the Waybill, the liability of FedEx for any loss or damage to any consignment shall be the lowest of: (a) Rs. 1,800/- in case of documents and 5,000/- in case of non documents; or (b) The amount of loss or damage to the consignment actually sustained or (c) The actual value of the consignment as determined, without regard to the commercial utility or special value to the customer. The Declared Value for Carriage cannot exceed the invoice value. 14.2 The Declared Value for Carriage represents FedEx's maximum liability for any loss, damage, delay or misdelivery of any consignment. 14.3 The maximum Declared Value for Carriage and invoice value is limited as follows: FedEx X Priority Overnight- Rs. 5000/- per consignment; FedEx Standard Overnight Rs. 30,00,000/- per consignment; FedEx Economy- Rs. 1,00,00,000/- per consignment; FedEx 1Day Freight- Rs. 1,00,00,000/- per consignment. Goods with a value (actual or declared) exceeding these amounts should not be sent using these services. 14.4 Any declaration of a value in excess of the maximum allowed by FedEx is null and void. FedEx's inadvertent acceptance for carriage of any consignment bearing a declared value in excess of the allowed maximums does not constitute a waiver of any provision of or limits as to such consignment. 14.3 If the Declared Value for Carriage for a consignment exceeds the authorized limits, such value shall automatically be reduced to the authorized limits for such consignment. 14.6 The actual value of a consignment (which term shall include any item of commercial value which is carried hereunder) shall be ascertained by reference to the cost by repair or replacement/tresale or fair market value not exceeding the original cost of the article actually paid by the customer, always within the overall limit of Rs. 1,000/- in case of documents and 5,000/- in case of non documents. 15. Insurance. 15.1 FedEx does not provide insurance cover and the customer may insure the consignments entrusted for carriage to FedEx at his own cost and expense. 15.2 FedEx can arrange for insurance of a consignment on behalf of the customer for the declared value of the goods in respect of loss of or physical damage to such consignments. However, in such event, FedEx shall be responsible only for the administrative facilitation and arrangement of the insurance policy. 15.3 The said insurance cover will be obtained subject to the following terms and conditions: 15.3.1 The customer shall pay Freight on Value to FedEx, which will include the applicable premium payable to the insurance company and the service charges of FedEx. 15.3.2 The insurance shall not cover any loss or damage, or loss or damage caused on account of any delays in delivery of consignments. 15.3.3 Any difference between the amount claimed by the customer and the amount paid by the insurance company shall be borne by the customer and FedEx will not be liable for payment of the said sum under any circumstances. 15.3.4 Notwithstanding anything stated hereinabove, no claim shall be entertained if the freight together with FOV charges are not paid by the customer/consignor/consignee to FedEx. 16. Customer's Indemnities to FedEx. 16.1 The Customer shall indemnify FedEx against all claims, demands, proceedings, fines, penalties, damage, costs and expenses suffered by FedEx or by any other person to whom FedEx is liable by reason of: 16.1.1 any irregularity, incorrectness or incompleteness of the particulars and statements or by the absence, insufficiency or irregularity of any information or documents furnished by the customer or other owner of the goods or any servant or agent or either of them. 16.1.2 insufficient or improper packaging, labelling or addressing of the goods. 16.1.3 all claims and demands whatever by whomsoever made in excess of the liability of FedEx India under these Conditions. 16.1.4 all losses suffered by and claims made against FedEx arising out of the carriage by FedEx of items not acceptable for carriage, including Dangerous and Prohibited Goods, whether or not declared by the customer as such. 16.1.5 all claims made upon FedEx towards taxes, duties, penalties and interest. 17. No Warranties. Save as expressly set out herein, FedEx makes no warranties, express or implied. 18. Claims. 18.1 Claims for Loss, Damage or Delay. All claims must be made in writing and within strict time limits. Please see our Conditions of Carriage for full version of the Section. 18.2 FedEx will only accept claims filed by the Consignor unless the Consignor provides written permission to FedEx to accept the claim of the Consignee. 18.3 The claim for loss, damage or delay shall not be debited from any dues owed to FedEx. 18. Items Not Accepted For Carriage. 18.1 The following items will not be accepted for carriage: 18.1.1 Items classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization) or other government or regulatory agencies. 18.1.2 Items the carriage of which is prohibited by any law, statute or regulation. 18.1.3 Items requiring FedEx to obtain any special licence or permit for transportation. For a complete list of prohibited items, please see our Conditions of Carriage. 20. Lien on Goods Consigned. FedEx shall have a general lien on all goods in its possession, custody or control for any monies whatsoever due from the customer or owner of the consignments and such general lien shall extend to all freight charges, Octroi duties and taxes, advances, or any other charges of any kind arising out of transit hereunder. 21. Jurisdiction of Courts All disputes and claims shall be subject to the exclusive and irrevocable jurisdiction of courts at Mumbai. Part 16264/162645 - Rev. Date 12/16

From: 7838283791
Shop Sheen
404,23A MHADAnear SM Shetty School
Powai
Near SM Shetty School.com
MUMBAI, MA 400076
IN

Origin ID: BOMBD



Ship Date: 23NOV15
ActWgt: 0.50 KG
CAD: 105825759/WSX12900

Dims: 6 X 28 X 23 CM

REF: Bill D/T SENDER
DESC1: Imitation jewellery

DESC3:
DESC4:

Shipper VAT/CST/TIN:
Recipient VAT/CST/TIN:
INVOICE VALUE: 1099.00 INR

SHIP TO: 9873781035

BILL SENDER

Bharat Atwal
P3/42 A
DLF Phase 2
near sikanderpur metro station
GURGAON, HA 122002
IN

AA

STANDARD OVERNIGHT

COD

122002

-IN

DEL

TRK# 7817 6365 7399

0305

02 GUXA

539J2/3F56/31D0

After printing this label:

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

FEDEx EXPRESS TRANSPORTATION AND SUPPLY CHAIN SERVICES (INDIA) PVT. LTD Service Tax Number: AACFC65164SD001 Regd. Office: Boomerang, Unit No 804, Wings A & B1, 8th Floor, Chandivli Farm Road, Andheri (E), Mumbai-400 072
India Tel. : (+91-22) 6188 7777; Fax : (+91-22) 6679 7799 Extract of Conditions of Carriage Please read the complete version of our Conditions of Carriage on fedex.com/in Important Notice These Conditions of Carriage EXCLUDE LIABILITY on the part of FEDEX EXPRESS TRANSPORTATION AND SUPPLY CHAIN SERVICES (INDIA) PVT. LTD. its employees or agents (hereinafter collectively referred to as "FedEx" for loss and damage in certain circumstances; LIMIT LIABILITY to stated amounts where liability is accepted and REQUIRE NOTICE OF CLAIMS within strict time limits. Customers should note these Conditions carefully and where necessary obtain insurance cover in order to protect their interests. FedEx is not a common carrier and accepts documents and non documents (hereinafter referred to as "consignments") for carriage upon that condition and the Conditions set out below. 1. Application. 1.1 These Conditions apply to the carriage of consignments from and between specified locations within the territory of India, utilizing the following services: FEDEX PRIORITY OVERNIGHT, FEDEX STANDARD OVERNIGHT, FEDEX ECONOMY & FEDEX 1DAY FREIGHT. These services may be modified from time to time. 1.2 These Conditions represent the entire agreement between the parties and shall prevail over, exclude and supersede any other terms or conditions, oral or written, whosoever appearing or made and, in particular, any terms or conditions sought to be incorporated by the customer or any other written or oral statements concerning these Conditions. The customer confirms that he does not rely upon or claim any other terms, warranties, conditions or representations relating to the use of the services. 1.3 In case of conflict between these Conditions and the terms and conditions on any manifest, shipping label or other transit documentation, these Conditions shall prevail. 2. Representations & Warranties of the Customer. 2.1 The customer represents and warrants that: (a) the customer is the owner or the authorized agent of the owner of the goods entrusted to FedEx for carriage; (b) the information contained on the Waybill is true and correct the consignments and each item/article in the consignment is properly described in the Waybill, invoice and other transit documents, if any, and conforms accurately to the actual contents of the consignments and does not contravene the provisions of the Indian Post Office Act, 1886 or any other law for the time being in force; (c) the consignments does not contain any items the carriage of which is restricted or prohibited hereunder; (d) the consignment is properly marked, addressed and packed to ensure safe handling; (e) if required, the customer shall furnish such information and such documents to FedEx as are necessary to meet the formalities under the respective local laws of the States through which the goods are likely to pass en route to destination. FedEx shall be under no obligation to enquire into the correctness or sufficiency of such information or documents. 2.2 By tendering the goods for carriage to FedEx, the customer is deemed to have accepted these Conditions for himself/itself and/or as an agent for and on behalf of any person having any interest in the consignment. 2.3 The customer agrees to pay the freight charges, service tax and other surcharges payable on the consignment. 2.4 Carriage 2.4.1 FedEx undertakes, subject to payment in accordance with the rates notified to the customer from time to time, to carry the customer's consignment from the point of tendering for delivery to the consignee at the address indicated on the Waybill. There is no obligation to deliver a consignment to the consignee personally. 2.4.2 FedEx reserves the right to carry the customer's consignments by any route using multimodal transportation according to its own handling, storage and movement methods and plans and by use of its business associates, co-loaders, co-carriers, franchisees or other Agents. 2.4.3 FedEx reserves the right to refuse, hold, cancel, postpone or return any consignment at any time if such consignment would in the opinion of FedEx be likely to cause damage or delay to other consignments, goods or persons, or the carriage of which is prohibited by law or is in violation of any of these Conditions. The fact that FedEx accepts a consignment does not mean that such consignment conforms to applicable laws and regulations or to the present Conditions. 4. Waybill. 4.1 The customer acknowledges that the Waybill has been completed by the customer or by FedEx on behalf of the customer. The customer shall ensure that the Waybill provided by FedEx is signed by a person authorized to sign it on behalf of the customer and the customer will be bound by the signature of such person on the Waybill. The Waybill shall be prima facie evidence of the conclusion of the contract, of the acceptance of the goods and of these conditions of carriage. 4.2 The customer shall be responsible for the correctness of the particulars and statements relating to the goods inserted by the customer or on its behalf in the Waybill. 4.3 The Waybill shall be prima facie evidence of the weight or measure and other particulars of the goods and the number of packages stated therein. However, particulars relating to the quantity, volume and condition of the goods shall not constitute evidence against FedEx except so far as they have been and are stated in the Waybill to have been checked by FedEx in the presence of the customer. 3. Duties & Taxes. 3.1 The freight charges are only for the carriage of the consignment from origin to destination and are exclusive of octroi, or any other tax levies that may be applicable to the consignment, from time to time, either at origin, en route or destination. Such levies, duties and taxes shall be payable by the consignee at the time of delivery of the consignment. FedEx may, at its sole discretion, advance any duties and taxes payable in respect of any consignment against levy of a fee or charge therefor. 3.2 Regardless of any payment instructions or provisions to the contrary, the customer shall always remain ultimately liable for payment of all costs, charges and expenses (which shall without limitation include octroi, state and local taxes and imposts not paid for by the consignee) related to the consignment and for costs incurred either in returning the consignment to the customer or warehousing the consignment pending such return. 5. Surcharges. FedEx reserves the right to assess fuel and other surcharges on consignments without notice. 7. Chargeable Weight 7.1 Every consignment shall be charged by its chargeable weight, as defined hereunder, and not the actual weight. The chargeable weight shall be the higher of: (a) the actual weight rounded off to the next higher half kg or one kg as per the rate category agreed to, or (b) the volume weight similarly rounded off as in (a) above. 8. Payment. 8.1 The proof of delivery or other alternate documentation evidencing delivery of the consignment will be furnished provided a request in that behalf is made within 30 days of booking of the consignment but under no circumstances will be a pre-condition for payment of our bills. 8.4 Interest at the rate of 18% per annum shall be payable on all overdue invoices. 8. Labeling & Packing. 8.2 It is the customer's obligation to ensure that all consignments entrusted to FedEx for carriage are prepared and packed adequately to ensure safe carriage with normal care in handling. Any article susceptible to damage as a result of any condition which may be encountered during handling or transportation by air, railway or road must be adequately protected by the customer by proper packaging and FedEx shall not be liable for any damage or shortages occurring as a result of improper packing. 10. Inspection of Consignments. 10.1 FedEx may, at its option, or upon the request of the competent authorities, open and inspect any consignment at any time, and shall incur no liability of any kind therefor. 10.2 In accordance with applicable regulations, X-ray screening of consignments may be undertaken and the Consignee hereby waives any possible claims against FedEx for damages as a result thereof. 10.3 FedEx shall not be liable in any circumstances for any claim, which relates to seizure or detention of goods in the course of transit by revenue, law enforcement or other government authorities. 11. Undelivered Or Unclaimed Consignment. 11.1 A consignment shall be considered to be undelivered if: (i) the consignee's address is incomplete, illegible, incorrect or cannot be located; (ii) the consignee fails or refuses to accept delivery or sign or pay for delivery of any consignment; (iii) the consignment would likely cause damage or delay to other consignments or goods, or injury to persons; (iv) the consignment contains prohibited items; (v) the consignments contents or packaging are damaged to the extent that re-wrapping is not possible; (vi) the consignment is detained or otherwise unable to clear local or State boundaries. 12. Liabilities not assumed. 12.1 FedEx will not be liable in any event for consequential or indirect losses or damages, including but not limited to loss of income or profits. 12.2 FedEx shall not be liable for damages sustained in the event of destruction or loss of or damage to any consignment arising from causes beyond its reasonable control including but not limited to (a) an Act of God; (b) any consequences of war, armed conflict, invasion, act of foreign enemy, hostilities (whether war or not), civil war, riot, rebellion, insurrection, military or usurped power or confiscation, acts of terrorism, requisition or destruction of or damage to property by or under the order of any government or public or local authority, strike, lock-out, general or partial stoppage or restraint of labour from whatever cause; (c) seizure or forfeiture under legal process; (d) error, act, default, omission, mis-statement or mis-representation by the customer, consignee or other owner of the goods or by servants or agents of either of them; (e) the violation of any of the terms and conditions contained on the Waybill or these Conditions, tariff or other terms and conditions applicable to the consignment Consignor, provided that the seal is unbroken at the time of delivery and the Package retains its basic integrity; including, but not limited to the incorrect declaration of the goods, improper or insufficient securing, marking or addressing of the consignment, defective packing by a person other than FedEx; (f) the loss of or damage to articles packed and sealed in packages by the (g) the seizure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or seizure or damage of photographic images or soundtracks from exposed film; (h) FedEx's failure to honour "package orientation" graphics (e.g., "THIS END UP" markings); (i) FedEx's failure or inability to attempt to contact the Consignor or Consignee concerning incomplete or inaccurate address, incorrect or incomplete documentation or non-payment of duties and taxes necessary to release a consignment; (j) loss of or damage to any package for which FedEx has no record of receipt; (k) the act, default or omission of any public authority carried out in connection with the entry, exit or transit of the goods; (l) accidents to vehicles and other conveyances carrying the consignments; (m) flight delays; (n) refusal by consignee to accept the consignment or to give proper acknowledgment of receipt thereof; (o) inherent defect, quality or vice of the goods. 13. Money Back Guarantee Policy. Please see the complete version of these Conditions of Carriage. 14. Declared Value & Limits of Liability. 14.1 Unless the customer declares a higher Declared Value for Carriage on the Waybill, the liability of FedEx for any loss or damage to any consignment shall be the lowest of: (a) Rs. 1,800/- in case of documents and 5,000/- in case of non documents; or (b) The amount of loss or damage to the consignment actually sustained or (c) The actual value of the consignment as determined, without regard to the commercial utility or special value to the customer. The Declared Value for Carriage cannot exceed the invoice value. 14.2 The Declared Value for Carriage represents FedEx's maximum liability for any loss, damage, delay or misdelivery of any consignment. 14.3 The maximum Declared Value for Carriage and invoice value is limited as follows: FedEx X Priority Overnight- Rs. 5000/- per consignment; FedEx Standard Overnight Rs. 30,00,000/- per consignment; FedEx Economy- Rs. 1,00,00,000/- per consignment; FedEx 1Day Freight- Rs. 1,00,00,000/- per consignment. Goods with a value (actual or declared) exceeding these amounts should not be sent using these services. 14.4 Any declaration of a value in excess of the maximum allowed by FedEx is null and void. FedEx's inadvertent acceptance for carriage of any consignment bearing a declared value in excess of the allowed maximums does not constitute a waiver of any provision of or limits as to such consignment. 14.3 If the Declared Value for Carriage for a consignment exceeds the authorized limits, such value shall automatically be reduced to the authorized limits for such consignment. 14.6 The actual value of a consignment (which term shall include any item of commercial value which is carried hereunder) shall be ascertained by reference to the cost by repair or replacement/tresale or fair market value not exceeding the original cost of the article actually paid by the customer, always within the overall limit of Rs. 1,000/- in case of documents and 5,000/- in case of non documents. 15. Insurance. 15.1 FedEx does not provide insurance cover and the customer may insure the consignments entrusted for carriage to FedEx at his own cost and expense. 15.2 FedEx can arrange for insurance of a consignment on behalf of the customer for the declared value of the goods in respect of loss of or physical damage to such consignments. However, in such event, FedEx shall be responsible only for the administrative facilitation and arrangement of the insurance policy. 15.3 The said insurance cover will be obtained subject to the following terms and conditions: 15.3.1 The customer shall pay Freight on Value to FedEx, which will include the applicable premium payable to the insurance company and the service charges of FedEx. 15.3.2 The insurance shall not cover any loss or damage, or loss or damage caused on account of any delays in delivery of consignments. 15.3.3 Any difference between the amount claimed by the customer and the amount paid by the insurance company shall be borne by the customer and FedEx will not be liable for payment of the said sum under any circumstances. 15.3.4 Notwithstanding anything stated hereinabove, no claim shall be entertained if the freight together with FOV charges are not paid by the customer/consignor/consignee to FedEx. 16. Customer's Indemnities to FedEx. 16.1 The Customer shall indemnify FedEx against all claims, demands, proceedings, fines, penalties, damage, costs and expenses suffered by FedEx or by any other person to whom FedEx is liable by reason of: 16.1.1 any irregularity, incorrectness or incompleteness of the particulars and statements or by the absence, insufficiency or irregularity of any information or documents furnished by the customer or other owner of the goods or any servant or agent or either of them. 16.1.2 insufficient or improper packaging, labelling or addressing of the goods. 16.1.3 all claims and demands whatever by whomsoever made in excess of the liability of FedEx India under these Conditions. 16.1.4 all losses suffered by and claims made against FedEx arising out of the carriage by FedEx of items not acceptable for carriage, including Dangerous and Prohibited Goods, whether or not declared by the customer as such. 16.1.5 all claims made upon FedEx towards taxes, duties, penalties and interest. 17. No Warranties. Save as expressly set out herein, FedEx makes no warranties, express or implied. 18. Claims. 18.1 Claims for Loss, Damage or Delay. All claims must be made in writing and within strict time limits. Please see our Conditions of Carriage for full version of the Section. 18.2 FedEx will only accept claims filed by the Consignor unless the Consignor provides written permission to FedEx to accept the claim of the Consignee. 18.3 The claim for loss, damage or delay shall not be debited from any dues owed to FedEx. 18. Items Not Accepted For Carriage. 18.1 The following items will not be accepted for carriage: 18.1.1 Items classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization) or other government or regulatory agencies. 18.1.2 Items the carriage of which is prohibited by any law, statute or regulation. 18.1.3 Items requiring FedEx to obtain any special licence or permit for transportation. For a complete list of prohibited items, please see our Conditions of Carriage. 20. Lien on Goods Consigned. FedEx shall have a general lien on all goods in its possession, custody or control for any monies whatsoever due from the customer or owner of the consignments and such general lien shall extend to all freight charges, Octroi duties and taxes, advances, or any other charges of any kind arising out of transit hereunder. 21. Jurisdiction of Courts All disputes and claims shall be subject to the exclusive and irrevocable jurisdiction of courts at Mumbai. Part 16264/162645 - Rev. Date 12/16