

Conditions of Carriage

Applicability the provision set out and referred to in this consignment note shall apply to modes of transport used by Joy of Speed for connection of consignments. They also apply if the mode of transport as described on the face of this consignment note is contrary to the original contract between the parties or performed by one or more modes of transport which may not be the defined mode of delivery of the consignment as agreed in this consignment note.

1) Definitions

1. JOS means Joy of Speed Courier Services LLP.
2. Parties mean and includes consignor consignee and/or his/her authorized representatives.
3. Freight referred to in this consignment note means the transportation charges alone and it excludes the other components like COD / TO PAY / MENTION PC charges taxes and other levies.
4. Delivery means tender of shipment to the parties or intimation about arrival of the shipment at the destination.

2) JOS is entitled to use any mode and route for transportation.

3) JOS is a private carrier and its rights and liabilities are governed exclusively by the express terms set out herein below subject to the applicable laws this consignment note constitutes a binding contract between JOS and the parties.

4) This consignment note issued by JOS shall be strictly based on the declaration given by the parties JOS shall not be responsible for any wrongful declarations contained in this consignment note and the parties shall remain solely liable for the same in the event of goods under the consequential loss/ refund. Further the parties agree to make good any losses to JOS in case of any claims being lodged on JOS on account of delays arising out of insufficiency of documents or wrongful declaration contained in this consignment note.

5) JOS's RIGHT OF INSPECTION OF CONSIGNMENT

1. JOS has the right but not the obligation to open and / or inspect any shipment consigned by the consignor to ensure that all the items are capable of carriage to the destination within the standard operating procedure and handling methods. JOS does not warrant that any particular item to be carried is capable of carriage without infringing the law of any state of the country from / to or through which the item may be carried.
2. JOS reserves the right to refuse the consignor not conforming to these terms and conditions without assigning any reasons whatsoever.

6) The parties are solely responsible for all / any payments levied by the government or any statutory body in respect of any consignment

7) The parties hereby declare that the consignment covered under this consignment note does not include any contraband / legally restricted / hazardous / flammable/ poisonous/ explosive / currency / jewelry / food coupon / share certificate or articles categorized as prohibited under the regulations of the IATA (International Air Transport Association).

8) JOS shall have a general lien over all the consignments of the parties towards any dues payable to JOS by the parties.

9) JOS shall not entertain any warehouse booking & delivery unless the declaration form available with the concerned operating units is duly filled up along with the necessary enclosures and handed over to the concerned person.

10) The parties shall pay the freight and other charges at the time of booking or within the payment period stipulated in this consignment note in case of non -payment of the bill amount within the stipulated time the parties shall be liable for payment of interest at the rate of 2% per month the bills will be raised even if POD (Proof Of Delivery) copy is not submitted.

- 11) JOS advises the parties to insure the goods handed over to JOS for transportation under the consignor insurance. In the event of any loss JOS shall provide COF (certificate of facts) on request. A COF charge of 0.2% on the invoice value shall be charged.
- 12) No claim shall be entertained by JOS for any loss or shortage damage non-delivery / breakage / leakage / pilferage, etc. of the consignment unless a written claim is lodged within three (3) days from the date of delivery subject to the provisions under risk coverage or general liability clause of JOS.
- 13) Value added services COD / TO PAY are provided at additional charges over and above the freight charges without any liability on 'JOS's part whatsoever with respect to the original contractual obligations or payment terms between the consignor and consignee or any third party.
- 14) Subsequent to booking of a consignment if the consignor makes any changes in the address or any other changes, additional charges shall be levied as a result of such a change.
- 15) It is the responsibility of the consignor to provide the necessary documentation including but not limited to invoice. Packing list permits and forms as applicable in accordance with laws of the destination of the goods any consequences including but not limited to penalty seizures shall be the sole responsibility of the consignor.
- 16) If the parties do not take delivery of the consignment for any reason whatsoever. JOS shall raise bills on the parties towards the transportation and other charges including transport charges in accordance with the terms of the contract and the parties shall be liable to pay all dues payable to JOS whether at the original booking station or elsewhere as notified by JOS.
- 17) The demurrage clause shall apply for a period of one (1) month and if the consignment is not accepted by the parties within this period for any reasons and the parties fail to make the payments due to JOS, JOS shall be entitled to send the consignment to its unclaimed goods department to proceed with the sale of the consignment to realize all dues by issuing prescribed notices.
- 18) Consignments carrying valuable items may take an additional day, over and above the committed delivery due to security reasons and inspection process in between.
- 19) The Business operations of JOS are decentralized and operational autonomy provided to the respective operational zones based on geographical coverage. Operational empowerment and responsibility rests with the respective zonal heads on an exclusive basis for performance of all obligations of JOS under this consignment note. The directors of JOS are not directly involved or responsible for individual consignment notes for which exclusive responsibility rests as said with the respective zonal heads / product heads.
- 20) The liability of JOS if any, in delay of the shipment (subject to any exceptions available under law) shall be to the extent of basic freight charges only. JOS shall not be responsible for any consequential losses/claims.
- 21) All demands claims arising from this consignment note shall be paid at the registered office of JOS situated at no 3, Victoria Road, Bangalore, Karnataka and all demands by JOS shall be deemed to have been made by JOS Bangalore.
- 22) Any dispute or differences arising from this consignment shall be referred to adjudication by a sole arbitrator JOS shall be entitled to nominate the sole arbitrator to adjudicate any dispute differences or claims arising out of this consignment, the venue of arbitration shall be at Bangalore courts at Bangalore shall have the exclusive jurisdiction all claims arising from this consignment.
- 23) The terms and conditions stipulated are in addition to special contracts, if any between JOS and the parties.
- 24) For any product specific terms and conditions, please refer Terms & Conditions listed over leaf of respective product consignment note or obtain the details from nearest booking counter / branches.