

**Customer's Instructions** : The Customer is to give to the Service Provider all necessary and precise instructions that he needs to provide the service and shall bear sole responsibility for all consequences resulting from inaccurate, incomplete or late declarations and documents, including when the Service Provider acts as a customs broker on his behalf. The Customer must pack the goods in conformity with the service to be provided. The goods must bear the required identification marks according to their characteristics and be labeled according to the current rules and regulations. The Customer shall bear sole responsibility for all consequences due to insufficiency or defect in packaging, marking and/or labelling, the lack of information on the nature or the particularities of the goods.

Instructions regarding shipments whose charges are to be collected shall be given in writing prior to each shipment and have to be accepted by the Service provider. In any event, such a mandate is incidental to the main service. In the absence of special instructions, the agents and sub-contractors chosen by the Service provider shall be deemed to be accepted by the Customer. In the event that customs formalities are performed, the principal holds the customs broker harmless against any financial consequences resulting from inaccurate instructions or declarations, inapplicable documents, etc..., which may, generally, entail payment of additional duties and taxes, fines, penalties, etc...

### **Terms & Conditions :**

ATTENTION! There is no transport/marine insurance automatically covered for your shipment. In many cases there is no liability of carriers, e.g. natural disaster or General Average. Our liability is subject to the limitations set out in the WC, MC, H-V Rules, MTO Act and/or the terms and conditions on the B/L & AWB. Please be informed that our services are provided on the basis of the limits of liability according to the applicable laws.

**We strongly recommend cargo principal owners to take out a transport / marine insurance on warehouse to warehouse basis.**

1. All prices quoted shall be based on the prices that apply at the time of the offer (quotation). If between the time of the offer and the time of execution of the Agreement, one or more of the cost factors (including fees, wages, the cost of social measures and/or laws, freight prices and exchange rates, etc.) increase, Kangaroo Logistics is entitled to pass on this increase to the Client. The above rates are not valid for Hazardous Cargo, Dangerous Cargo, and Over Dimensional Cargo (by weight or volume). The rates are quoted for General Cargo (unless it is specifically mentioned). Unless provided otherwise, all-in or fixed rates shall not include at any rate: duties, taxes and levies, consular and attestation fees, insurance etc. Quotation price is not subject to any withholding taxes other than Indian Taxes.
2. Due to certain variables outside of our control such as Exchange rate, oil prices, force-majeure issues etc, Our quotes may be subject to change

without notice. Hence above quoted rates are subject to GRI (General Rate Increase), PSS (Peak Season Surcharge), BAF (Bunker Adjustment Factor), CAF (Currency Adjustment Factor), Port Congestion Surcharge, Equipment Surcharge and any other Surcharge / Levies will be charged as and when applicable. All Surcharges / Increase in Surcharges / New Surcharges will be applicable on an immediate basis as per the applicable prevailing rate(s) and are subject to charge or change without prior notice.

3. Currency Fluctuation : Where our quote states that it is based on a foreign currency such as US Dollars or Euros, we invoice according to the exchange rate applied by the Carriers on each sailing (hence the final charge may fluctuate). Foreign currency invoicing, or payment, can only be made with prior written agreement.
4. Kangaroo Logistics reserves the right to accept the booking at the rates mentioned in this quotation subject to space availability and any change in rates by carriers.
5. The carrier is responsible for the actual shipping transportation services provided. All transit times and routes are determined by the carrier & Kangaroo Logistics is not responsible for the accuracy or completeness of that information. All transit times are estimated based on current sailing schedules & therefore subject to change without prior notice. If a POD (Proof of Delivery) is required you must inform us in advance, as an administration charge may be levied.
6. Payment Terms : Service charges are payable immediately unless a credit facility has been confirmed in writing. If credit facilities are granted these should be confirmed in writing and are constantly monitored and may be reduced or withdrawn with little or no notice depending on prevailing circumstances.
7. Import Duties and Taxes : All Duties and Taxes are payable immediately., Government taxes such as Import Duty and VAT are payable in advance.
8. Transaction Cost - Customer are sole responsible to bear the transaction cost (such as Bank Charges) if any applicable while paying our outstanding.
9. Warehousing Charges, Palletisation Charges / Fumigation Charges / Stamp Duty and other such reimbursable costs will be charged on actual as per the bill or receipt from concerned organisation. The Customer shall be liable to make payments of all ground rent, container/vehicle detention, demurrage charges/levies/surcharges or any cargo related charges

incurred towards the shipment, unless otherwise agreed by Kangaroo Logistics in writing.

10. "In no event shall Kangaroo Logistics freight and other dues on our invoice be withheld due to reasons such as but not limited to any damage to cargo, short shipment, lost shipment, misrouted shipment, or transit delay and the customer has agreed to waive any and all rights, including any statutory or common law rights, to set off the amount of any claim against charges owed to Kangaroo Logistics. All such issues maybe amplified via standard claims procedure involving timely notification, joint survey and are subject to carrier rules and regulations and terms and conditions on the related Bill of lading / Airway Bill. The customer shall be responsible to ensure that all requirements regarding proper packing of the shipment/cargo is complied with to ensure safe transportation with ordinary care in handling. A copy of Claims procedure will be provided on request. Kangaroo Logistics is not responsible for insurance of the cargo and Kangaroo Logistics always recommend customer to take precautionary transit insurance based on the landing cost of the cargo. Under no circumstances shall Kangaroo Logistics shall be liable for any indirect, special, incidental, consequential or exemplary damages of any kind or nature including those arising from delayed delivery, regardless of whether such loss was reasonably foreseeable or Kangaroo Logistics was informed of the possibility of such loss and whether pleaded under Tort, Contract or any other legal theory.
11. All disputes arising under or relating to the this quotation/shipment/Business Transaction shall be governed by the Laws of India and shall be subject to the Jurisdiction of Mumbai Courts. In the event of a conflict between any of the terms of this Quotation and related Bill of Lading / Airway Bill and/or other related document, Kangaroo Logistics hereby reserves the right at its sole discretion to amend / modify / change or adopt such terms / clauses in Kangaroo Logistics best interest. The description of services and rate(s) quoted above stand valid and confirmed by customer, unless otherwise specifically advised to Kangaroo Logistics in writing within 7 days from the date set forth above or before any shipment movement order placed with Kangaroo Logistics, whichever is earlier. All other terms and conditions remain binding and unchanged. Kangaroo Logistics Pvt Ltd India, is member of FIATA and has adopted the Model Rules for Freight Forwarding Services, the copy of which is available on request.
12. Kangaroo Logistics reserves the right to modify, amend, supplement or change the above terms and conditions in this Quotation at any time without prior notice unless agreed otherwise.

By placing the transport order you request Kangaroo Logistics to issue the airway bill on behalf of the consignor in accordance with Art 7(4) Montreal

Convention, Art 6(5) Warsaw Convention and the applicable IATA resolutions. By accepting this offer the shipper waives its right of disposition over the cargo as per Art. 12 of the applicable Montreal or Warsaw Convention.