

JEENA & Company

STANDARD TERMS AND CONDITIONS

1 General:-

1.1 Jeena and Company is engaged in the business of providing specialized transportation, logistics, storage and related services (the "Services"). We will provide or arrange for the provision of the "Services" with each customer ("You" or "Your") only on these terms. They can only be varied in writing by our authorised signatory. The person collecting or delivering a shipment has no authority to make or vary any contract or alter these Terms and Conditions.

1.2 By giving us your shipment to deliver, You agree to these Terms and Conditions. You also agree to these Terms and Conditions on behalf of any third party with an interest in the shipment. If there is a conflict between these Terms and Conditions and any other document, these Terms and Conditions will control. No one is authorized to change these Terms and Conditions.

1.3 A "shipment" shall mean all items conveyed (transported) by us or which we arrange to be transported by another carrier at one time from one collection (origin) point to one delivery address (destination point) , including items held in permanent storage.

1.4 "Temporary storage in the course of transit" shall mean the temporary storage of any shipment by us or on our behalf that is a necessary element for the conveyance (transportation) of that shipment from the collection point to the delivery address including, but not limited to, overnight storage pending onward next day movement and temporary storage pending confirmation of customs clearance or receipt of required shipment documentation.

1.6 These Terms and Conditions are subject to any applicable legislation which cannot be excluded, but only to the minimum extent provided by that legislation. Nothing in these terms reduces our rights or increases our liability under that legislation.

2 Warranty.

2.1 You warrant and represent that you are the owner or authorised agent of the owner of any shipment you ask us to deliver. You accept these terms for yourselves and on behalf of the owner also and on behalf of anyone else who now or later has an interest in the shipment.

2.2 You further warrant and represent (i) that You have properly described the goods in the shipment, (ii) that You have adequately packaged and labeled the goods in the shipment to protect them and ensure their safe transportation with ordinary care and handling, (iii) that each package is properly labeled and in good order for transportation in accordance with the packaging rules and applicable law, rule and regulation, and (iv) that You have properly completed the front of this bill of lading. If you omit the number of packages and/or weight per package, Our billing will be based on Our best estimate of the number of packages We received or an estimated "default" weight per package as We determine appropriate.

3. Sub-contracting

We have the right to delegate or sub-contract the performance of any of the Services. You authorize us to sub-contract on relevant standard conditions or any other terms we think appropriate.

4. Method of Transportation

Unless you instruct otherwise, we have total discretion as to the means, route and procedure for handling, storage or transportation of any shipment. You authorize to depart from your instructions if we reasonably decide that it is desirable to do so in your interests.

5. Relevant Information

You will give us, in good time, all information relating to the shipment which is appropriate for us to know (including, e.g., weight, descriptions and values). You will ensure that all information we receive is complete and accurate. You will indemnify us against any loss or expense arising from any inaccuracy or omission.

6. Instructions and Confirmations

It is your responsibility to ensure that all instructions or confirmations are in writing and are accurate, complete and clear. Any ambiguity in instructions or doubt or conflict arising from the absence of writing shall be resolved in our favour.

7. Duties and Taxes

You are responsible for all duties, taxes, deposits or other charges made by any authority in connection with the shipment, and for any payments, fines, expenses or losses we incur in connection with the shipment.

8. Collect Charges

If We accept a shipment on instructions to collect carriage charges, duty or any other money from the consignee or anyone else, You nonetheless remain responsible for payment if they are not paid by such other person immediately when due. We shall not be liable for any failure to collect any such payment.

9. Data Protection and Confidentiality

9.1 **Data Protection** - In these Terms and Conditions, the terms "data subject", "personal data", "processing", "processor", "controller" , "data concerning health" or "Protected Health Information (PHI)" are as defined in the Data Protection Laws (as defined below) and "Service Data" means any personal data , data concerning health or PHI transferred to and processed by Us on Your behalf.

9.2 We and you will process personal data in compliance with applicable local laws, enactments regulations, orders, standards and other similar instruments, which may include any other applicable law.

9.3 The Parties agree that:

9.3.1 You are the controller, or act on behalf of the controller, and we are the processor in relation to Service Data. As such, you will be solely responsible for determining the purpose of processing Service Data and you will only require us to process Service Data which is necessary and accurate for the purposes of providing Our Services. We will only process Service Data in accordance with your written instructions and only to the extent reasonably necessary to perform the Services;

9.3.2 We shall not disclose Service Data to any third party except as necessary for the performance of the Services, to comply with applicable laws or with Your prior consent;

9.3.3 We will implement appropriate technical and organizational measures to: (A) protect Service Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, access, or processing; and (B) restrict access to Service Data to personnel who require access to it in order for Us to provide the Services to You and we will ensure that they are bound by reasonably appropriate data protection obligations and subject to a duty of confidence.

9.3.4 We will promptly notify you in writing of: (A) any request or complaint made by a data subject or authority / regulator under

Data Protection Laws in relation to or in connection with Service Data processed by us on your behalf. We will cooperate with, and reasonably assist you in regard to any request or complaint received pursuant to any Data Protection Laws. If a request or complaint prohibits us from processing Service Data, we shall not be in breach of these Terms and Conditions for complying with such prohibition; and (B) any actual or suspected loss, accidental or unlawful destruction, damage and /or unauthorized disclosure, access or processing of Service Data, including reasonable details of the same.

9.4 You represent and warrant that the legal grounds that You rely on to process Service Data also allow us (and Our subcontractors) to legally (i) process Service Data in accordance with Our provision of Services to You; and (ii) transfer and store Service Data outside of the jurisdiction where it was collected for the purposes of providing the Services or as part of Our internal data storage procedures (where such personal data will be stored on our servers.

You acknowledge that

(a) Where you rely on consent as a legal ground to process Service Data, you have obtained the data subject's valid, explicit, freely given consent for us (and Our subcontractors) to process his or her personal data and

(b) if Your disclosure of Service Data to us or our subcontractors is or would otherwise be governed by the Insurance Act, each data subject has given you a valid written authorization that complies state laws and regulations, as applicable, that has not been revoked. You will not transmit or otherwise disclose any Service Data to us or our subcontractors unless such transmission or disclosure is in compliance with applicable law.

9.5 Except as provided otherwise by law, upon termination of these Terms and Conditions, or otherwise on Your written instructions, We shall delete or return all Service Data processed by us on your behalf in connection with these Terms and Conditions.

9.6 Where you process personal data on Our behalf, You shall ensure that

(a) it is adequately protected and

(b) that you do not transfer it outside the jurisdiction in which it was collected without our consent. You shall notify us of any data breach or suspected data breach as soon as you become aware of the breach or suspect the breach.

9.7 **Confidentiality** - Unless you and we have agreed otherwise in a separate written agreement (in which case the terms of such agreement shall govern), any information relating to our or your businesses, financial or other affairs, Our or Your customers' businesses, financial or other affairs ("Confidential Information") exchanged between you and us in whatever form is secret, proprietary and of a confidential nature and You and We agree that it will be kept secret and confidential by you and your Representatives (being any directors, officers, employees, subcontractors, agents, affiliates or professional advisers from time to time) and us and our representatives and will not be used for any purpose other than in relation to the performance of obligations under these Terms and Conditions. Exceptions to this Section are information that:

(a) is already known by You, Us, or each party's respective Representatives at the time of disclosure; or (b) is in the public domain or enters the public domain through no wrongful act or omission by you, us, or each party's respective representatives; or (c) is obtained by you, us, or each party's representatives on a non-confidential basis from a third party who, is not prohibited sharing information under confidentiality obligations; or

(d) is independently developed by or on behalf of You or Us without reference to or use of the other party's Confidential Information.

10 Limitation of Liability

10.1 You will make Your own arrangements to insure the shipment to its full value against all appropriate risks, except to the extent

that We agree to do so; in which case We shall effect such insurance as your agent and you will pay our additional charges.

10.2 We shall not be liable for any claim in connection with a shipment or otherwise except to the extent to which it arises from our negligence or willful default.

10.3 We are not in the business of giving advice and, therefore, in any event shall not be liable for any claim alleging that we have given incorrect advice or information.

10.4 In any event, our liability for any claim (or all claims arising from a single incident) whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed:

10.4.1 where the Montreal Convention, or Warsaw Convention (as amended by Montreal Protocol No. 4 if the Montreal Convention is not in effect), applies to any shipment (either may apply if the carriage of a shipment by air involves an ultimate destination or stop in a country other than the country of departure), the limit provided by it;

10.4.2 where the Convention on the Contract for the International Carriage of Goods by Road ("CMR") (for all international road shipments other than the U.S. portion of an international movement) applies to any shipment (which may apply if the carriage of a shipment by road vehicle involves delivery in a country other than the country in which the shipment was taken over), the limit provided by it;

10.4.3 (a) *In case of freight forwarding where no carriage document is issued by JEENA: limit of liabilities as per standard terms and conditions of Freight Forwarders' Association of India.* (b) *In case where Jeena has issued carriage documents: limit of liabilities as per applicable laws and conventions*

10.4.4. *In all other cases the aggregate liability of JEENA shall not exceed INR 20,000/- per shipment or product damage whichever is lower.*

10.5 *We shall not be liable for any loss or damage to biological cargo and you agree to take comprehensive insurance to cover all risks associated with the transportation of such cargo.*

The declared value of a shipment is not insurance and insurance is not arranged for unless otherwise separately agreed by the parties.

10.6 Under no circumstances will We be liable for any incidental, consequential or special damages, including but not limited to claimed loss of use, sales, delay, interest, lost profit, lost opportunity, attorney's fees, costs, or any other forms of damage. All damage claims are subject to and may not exceed the limitations described above.

11. Force Majeure

In any event, we shall not be liable for claims in circumstances of force majeure, i.e. where we are obstructed in or prevented from performing the Services by reason of factors beyond Our practical control, including unavailability of personnel or equipment. This includes, but is not limited to liability for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, or Your act or default or which results when the property is stopped and held in transit upon Your request or on request of the owner or party entitled to make such request; or from a faulty or impassible highway or lack of capacity of a highway, bridge or ferry; or from a defect or vice in the property; or from riots or strikes; or from improper packaging or an act or omission on Your part.

12. Time Bar and Claim Rules

12.1 Liability

12.1.1 In any event, except as set forth section 12.2, below, We shall have no for loss or mis-delivery of part of a shipment or for damage to any shipment (howsoever caused) unless We are notified in writing within 14 days after the end of the transit.

12.1.2 for loss or mis-delivery of the whole of the shipment or any separate packages forming part of the shipment (howsoever caused) unless We receive notice in writing within 28 days of the date when the shipment should have been delivered.

12.3 We shall have the full benefit of any insurance that may be effected upon or on account of said shipment, insofar as this shall not void the policies or contracts of insurance, PROVIDED, that upon Our receipt of the benefit of such insurance, We will reimburse the claimant for the premium paid on the insurance policy or contract for the shipment.

13. Delivery Time

Any stated delivery time is only an estimate, unless we confirm in writing that time is of the essence. Otherwise, we are obligated to deliver a shipment only with reasonable dispatch.

14. Inability to Deliver

We may sell or dispose of any shipment which We believe cannot be delivered for any reason (e.g. inadequately addressed) or which is not collected or accepted by the consignee. We will give 21 days' written notice to you before any disposal. You will pay all costs involved with the storage and disposal of the shipment. If, within the said 21 day notice period, you request us to return the shipment to You, We will do so and you shall be responsible for all charges connected with the return of the shipment.

15. Dangerous and Prohibited Goods

Unless You obtain our prior agreement, We will not deal with any shipment which is or may be noxious, dangerous, hazardous or inflammable or which We consider may cause damage, disease or infestation or the carriage of which is prohibited by any law or regulation of any country from, to or through which the shipment may be carried. If, despite this, you deliver to us any such shipment or are responsible for us dealing with such a shipment, you will indemnify us against all loss, damage or expense arising in connection with such shipment. We or any other person having possession of such a shipment (whether We have agreed to accept it or not) may destroy or otherwise deal with the shipment in whatever way We or they decide if We or they reasonably believe action is necessary or appropriate.

16. Prohibited Articles

Unless you have obtained our prior written consent, we will not accept for transportation or, if inadvertently accepted, will we be not liable for shipments containing the following articles: precious stones, jewelry, valuables, antiques, pictures, animals or plants, guns or firearms of any kind, hazardous materials, ammunition, fireworks, cash, currency, stamps or any other form of currency.

17. Quotation

We may withdraw or revise a quotation at any time. If a quotation is based upon information provided by you (e.g. as to weight) and such information is inaccurate we may, without notice, charge extra to reflect the actual position.

18. Payment

If we have previously agreed a credit account with you in writing, payment is due as indicated by the payment terms on our invoice. Otherwise, payment is due immediately. You will not make any deduction from sums payable to us. Interest shall be payable at 2% for each calendar month during the whole or part of which payment of any amount is overdue. You remain fully liable for our charges, regardless of the liability of any other person. You irrevocably appoint us as your agent to collect any sums due from the owner, sender or consignee of any shipment and to apply such

sums against money payable by you. You shall pay in the currency set out in the rate card unless otherwise agreed by us in writing.

19. Indemnity

You will indemnify us against any liability or expense we incur which arises in connection with your act, default or omission or that of the consignee or any other party claiming an interest in the shipment. In particular, you will indemnify us against any liability we may suffer as a result of any action brought by a third party.

20. Waiver of Subrogation.

You understand and agree that our rates do not include insurance or other compensation for loss, damage or delay other than as expressly provided in these Terms and Conditions and limited hereby. Accordingly, you agree that in the event you desire coverage for any risk or loss, you will obtain your own insurance, and that said insurance will contain a waiver of subrogation provision waiving any subrogation rights for and on behalf of such insurance company. In the event you fail to obtain a waiver of subrogation, you, at your expense, will defend, indemnify and hold us and any carrier(s) or subcontractors we retain harmless with respect to claims made by you or any third parties acting as your subrogates or assignees.