



# **Mithals** **international** *all about care*

## **TERMS AND CONDITIONS**

IN THE ABSENCE OF A SPECIAL CONTRACT CONTAINING SPECIAL CONDITIONS THE FOLLOWING ARE THE ONLY CONDITIONS ON WHICH MITHALS INTERNATIONAL MOVERS PVT LTD CONTRACT, CARRY ON BUSINESS OR OPERATE.

### **INTERPRETATION**

1. In these Terms and Conditions
  - The Company means MITHALS INTERNATIONAL MOVERS PVT. LTD.
  - "Customer" or "Consignee" means The person who requests the company to contract or perform any service or operation and includes the owner
  - "Person" includes A firm or company
  - "Conveyance" includes Truck, van, trailer, train, ship, barge, aircraft, and "Convey" means convey or conveyance and includes dispatch by post.
  - "Expenses" includes The company charges and disbursement freight charges, warehouse rent, cost of insurance (if any) and any customs duties, fees or charges, fines, penalties etc., payable under or by the laws of any country through which goods pass or go.

### **POSITION OF THE COMPANY**

2. The Company is a forwarding agent and not a common carrier and does not accept any liability of a common carrier.
3. No agents or persons employed by the Company other than those expressly authorized in writing by the Company for the purpose shall have any authority to alter, vary or qualify in any way, not of these conditions.
4. A customer will be presumed unless the contrary is made known to the Company at the time, to be the owner of or otherwise fully authorized to deal with the goods and in any event shall indemnify the Company against all claims arising from title to the goods paramount to that of the customer.

### **COMPANY'S RIGHTS AND POWERS**

5. (a) The Company for any part or parts of the transportation of the goods may use or arrange for the use of conveyance or conveyances, and for such purposes may employ as subcontractors or agents any conveyance owner on such conveyance owner's usual terms or as may be agreed between the Company and such conveyance owner, but entirely without prejudice to the rights, powers and immunities which the company enjoys under these conditions. In employing any conveyance owner the Company shall act and shall be deemed to act as agent for the customer.  
(b) The Company may convey or arrange to convey the goods by any route or routes (whether usual or not), and has sole discretion in the selection of the vessel or vessels used.  
(c) The goods may be conveyed or their conveyance arranged for separately, and, if and when the Company in their discretion think fit, as part of a larger package or consignment.  
(d) The Company may at any time require proof of the nature, condition, quantity, weight or value of the goods or any of them notwithstanding a prior declaration by the customer.

### **CUSTOMER'S OBLIGATION AND LIABILITIES**

6. The Consignor shall be liable to the Company for all expenses except and insofar as same are prepaid without prejudice to any of the Company's rights against the consignee or any other person.
7. The Consignor shall indemnify the Company against all claims for injury to any property or person caused by any or as a result of any articles within the shipment.
8. All expenses shall be prepaid prior to delivery of the shipment. The Company has the right to hold all goods pending processing of the payment of all expenses. Any additional expenses incurred as a result of the delay in payment will be for the account of the Consignor. The Company may at any time require an account of their expenses.
9. If the goods are stopped or rerouted in transit, refused or delivery not taken, the cost of any additional carriage, conveyance, storage and any other consequential service will be charged to and payable by the Consignor.
10. General Average shall be payable by the Consignor according to the terms of the bill of lading issued by the Owner or operator of the vessel transporting the goods.

### **COMPANY'S IMMUNITIES AND LIABILITIES**

11. The company shall not be liable whatever for any damage, loss, delay in delivery, mis-delivery or detention (how, when and where caused or arising during or in course of deviation from route) to or of goods unless caused by willful neglect



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or default while the goods are in actual custody of the Company and for no other neglect or default or other matter or thing whatsoever or howsoever arising. The Company shall not be under any responsibility for any such damage or loss etc. as is last mentioned to any of them which act in the opinion of the Company's necessary or advisable for the safety or security if any person or property.

12. The Company is not liable or responsible in any capacity or manner whatsoever for any loss or damage to the goods whilst the goods are in transit, possession, control or custody of the steamship companies, railways, airlines, van lines or other carriers or when any loss or damage to the goods is due to any Acts of God, war civil or labor disturbances, mutiny, seizure, detention, forfeiture by governments, states, rulers, princes, ports, authorities or any other body, from an act, omission or order of the shipper, from insects, moths vermin and ordinary wear and tear, from defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein.
13. The Company is not liable for any mechanical or electrical malfunctions of items with electronic or mechanical components such as entertainment or household appliances, computers, auto- mobiles or other vehicles or boats unless evidenced by external damage to such items; piano tuning; deterioration or injury to perishable foods, plants, congoleums of linoleums; delays caused by faulty or impassable highways; lack of capacity of any high- way, bridge, ferry or caused by breakdown or mechanical defect of vehicles, vessels or aircraft.
14. The Company's liability begins from the time of receipt of the goods in the contracted condition and terminates at the time of delivery to other carriers or the consignee.
15. The Company shall be discharged from liability or obligation absolutely upon the delivery of the goods to the consignees or their agents.
16. In the event that the Company shall be found liable for any loss or damage to the goods it is hereby agreed that the limit of liability of the Company shall not in any case exceed a maximum of USD 0.30 per pound per article.

## CLAIMS

17. Notwithstanding and without prejudice to conditions 11, 12, 13, 15 and 16 it is a condition precedent of the Company's liability hereunder that any claim must be notified in writing to the Company at its business address in such detail as the Company may reasonably require and that such notification must be in case of claims relating to goods alleged to be damaged be made within seven days after delivery, or in the case of claims relating to loss or non delivery be made within thirty days after the due date of delivery.

## RATES

18. Rates quoted are for the conveyance to all parts of the world of goods consisting of ordinary merchandise. Consignors are responsible for the payment of any increase in rates, freights, premiums or other charges which may be imposed after the after the acceptance of quotation for wharfage, demurrage customs duties, local taxes and other government charges additional to the rates for carriage unless otherwise stated.

## COMPANY'S LIEN

19. All goods received for transportation by the company or its agents shall be held by them subject to general lien and right of detention for money due to the company whether in respect of the forwarding of those or other goods or for other charges or costs payable by the owner of the goods, and if the general lien is not satisfied within 14 days from the day when expenses became payable, the goods will be sold by auction or otherwise and the proceeds of sale applied to the satisfaction of the lien and expenses.

## INSURANCE

20. The owner must ensure that a valued inventory list is provided and insurance application form completed before the shipment is picked up from the residence and that premium is paid. If no application is completed, it will be presumed that the client does not require insurance to be arranged through the Company.
21. No insurance of the goods, for any risk, shall be effected by the company without prior-written instructions and additional payment for the premium and other charges.
22. Subject to Delhi jurisdiction only.

Nothing in this document or elsewhere shall be deemed to be a waiver or surrender by MITHALS INTERNATIONAL MOVERS PVT. LTD. of their rights, immunities, exemption of liability or responsibility provided by statute or otherwise, presently or in the future.

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