



Account Number _____

(To be filled by Gxpress Solutions (India) Pvt. Ltd.)

Gxpress Solutions (India) Pvt. Ltd. Service

Contract Between

**Gxpress Solutions (India) Pvt. Ltd., accompany having its office at S-24 Gxpress Tower,
Balaji Nagar B, Mansarovar Extension, Muhana Mandi Road, Jaipur – 302020**

And

(Name of the Shipper/Consignee)

(Registered Address of the Shipper/Consignee)

Terms & Condition

Gxpress Solutions (India) Pvt. Ltd. is agreeable to provide the CUSTOMER (SHIPPER/CONSIGNEE) services to various destinations outside and within India that are serviced by Gxpress Solutions (India) Pvt. Ltd. Or its service participants (details of which are given in the Tariff Chart), on the following terms and condition:-

Operations

- a) By giving us your shipment, you agree, regardless of whether you sign on the front of the Airway bill/ Way bill by yourself or as an agent for and on behalf of any other person having an interest. The shipment, agree to all the terms mentioned on the reverse of the NONNEGOTIABLE Airway bill/ Way bill. This FSC is restricted to the carriage of the reverse of the customer's own consignments, or where the CUSTOMER is a consolidator or an authorized agent of the owner of such consignment.
- b) All consignments carried will be subject to the terms and conditions of the carriage mentioned on. The customer's copy of Airway bill / Way bill and these conditions will be deem to have been read and agreed by the CUSTOMER and the form part of this Memorandum. The CUSTOMER agrees and confirms that each Airway bill / Way bill issued by Gxpress Solutions (India) Pvt. Ltd.
On behalf of the carrier for each of the

Customer's consignments shall be separate and independent contract between the CUSTOMER and Gxpress Solutions (India) Pvt. Ltd. (Service Provider Company).

- c) The chargeable weights shall be higher of the actual weight or the dimensional (DIM) weight.
- d) All delivery shall be as per the standard delivery procedure and schedule SUBJECT TO CUSTOMS / REGULATORY CLEARANCE AND LOCAL HOLIDAY Sand/ or Force Majeure.
- e) The liability of Gxpress Solutions (India) Pvt. Ltd. For any loss or damage to the shipment will be regulated by the Carrier's limitation of liability clause as mentioned on the International or Domestic Airway bill / Way bill. The SHIPPER under takes to declare the correct value of the consignment.

Invoicing

- f) From time to the shipments may not be filled in the specified invoice cycle. The payer remains liable to pay for such shipments regardless of any invoicing delay. Gxpress Solutions (India) Pvt. Ltd. shall not be held responsible for loss or any delay in the receipt of the bill by the CUSTOMER.
- g) Invoicing queries shall be made in writing within 7days from the receipt of any invoice. In the absence of any such query within the stipulated time the invoice shall be deemed to be correct and payable by you.
- h) The CUSTOMER further agree that whenever any consignment is booked with Gxpress Solutions (India) Pvt. Ltd., the customer, shall ensure to complete necessary documentation as required by Gxpress Solutions (India) Pvt. Ltd.. The CUSTOMER shall reimburse the Duty / Tax, freight charges at the prevailing Tariff rate, in the event the consignee at the destination or the third party refuses to pay the same (in case of export) to Gxpress Solutions (India) Pvt. Ltd. In respect of such consignment. In all cases the CUSTOMER will be responsible for providing authentication, complete and correct documentation. Unless prevailing Indian customs regulations permit, the CUSTOMER will not be able to bring the consignment back to India. In the event of such permissions and the CUSTOMER requiring the return of the consignment, the to and fro charges at the discounts applicable to the customer on the outbound and inbound (Actual charges) rates and all other charges incurred on both journey shall to be paid by the customer at the time of delivery.

Payment

- i) Gxpress Solutions (India) Pvt. Ltd. Shall raises invoices on the CUSTOMER on a monthly or being in a month basis as it deems appropriate. The CUSTOMER agrees to pay the invoices in full within 15 days of the date of the invoice ("the due date"), failing which the CUSTOMER shall be unconditionally liable to pay Gxpress Solutions, immediately the interest amount of the invoice @2.0% per month from the due date. All duties and taxes shall be paid immediately on receipt of goods.

- j) Gxpress Solutions (India) Pvt. Ltd. Will not accept any responsibility for delayed / loss of cheques sent through mail.
- k) Gxpress Solutions (India) Pvt. Ltd. Reserves the right to terminate the service provided to the CUSTOMER if the invoices rose by Gxpress Solutions (India) Pvt. Ltd. Remain outstanding for a period in excess of 15 days at anytime and there after continue business up on full settlement of the outstanding dues. Further, either party may terminate this contract by giving on a prior notice in writing.
- l) The CUSTOMER shall be liable to pay all the taxes, levies, duties, penalties, if any, that may be levied on the consignment by any government, local or other authority at origin & destination of shipment. In case Gxpress Solutions (India) Pvt. Ltd. Is compelled by authorities or circumstances to pay tax/levy/duty/penalties, in such an event, the CUSTOMER shall promptly and fully reimburse Gxpress Solutions (India) Pvt. Ltd. The customer undertakes to pay the duties along with any other charges for returning the consignment The CUSTOMER agree to address any all queries relating to customs, duties, refund and related issues directly with the concerned authorities.

Claims & Dispute

- m) Gxpress Solutions (India) Pvt. Ltd's liability is as per the clause specified on Carrier's Airway bill.
- n) That in event of any dispute of difference with respect to or in reference or relating to this agreement or interpretation of any of the terms of the agreement, to the construction, meaning, effect or breach thereof the same shall be resolved through Arbitration in accordance with provisions of Arbitration and conciliation act 1996 and/ or its subsequent statutory amendments/modifications thereof for the time being in force. The arbitration proceeding shall be held at appropriate location in Jaipur only by a sole Arbitrator to be appointed by Gxpress Solution (India) Pvt. Ltd., the first party. The cost of the Arbitration proceedings shall be borne equally by both the parties.
- o) This Gxpress Solutions (India) Pvt. Ltd. service contract shall be subject to the jurisdiction of Jaipur courts only, irrespective of origin and destination of the consignments carried.

Agreed monthly Volume:_____No. of Packages_____(Total weight in Kgs.)

New rates (as currently agreed in section (g) of this contract may be agreed upon at a later date but ALL OTHER TERMS AND CONDITIONS of this SERVICE CONTRACT shall remain unchanged until Gxpress Solutions (India) Pvt. Ltd. Communicates of such changes in writing.

I undertake that all information given is true and correct and I am an authorized signatory of the company and have subscribed my signature as a token of my acceptance and understanding of all the terms and conditions there.

Today the Day of _____ Month in the Year _____

For the CUSTOMER

Name:

Designation:

Sign:

For Gxpress Solutions (India) Pvt. Ltd.

Name:

Designation:

Sign:

Company Stamp (Non stamped acceptance shall not be entertained)