

General Terms & Conditions (GTC)

cargo-partner shall not be liable for any delays or any other consequences which may arise as a result of the pandemic or factors beyond its control affecting the performance of services offered. Congestion ports/roads/border stations/closures of gateways/shortage of reefer plugs may cause delays in delivery and result in additional costs like storage, demurrage, detention, congestion surcharges or others.

Any such additional cost must be paid by the principal/cargo owner. cargo-partner will take all measures within its capacity to ensure a steady flow of goods and keep its customers' supply chains up and running.

Please note that the above described services and rates quoted above are subject to the following terms and conditions:

1. The information regarding the description of services and rates quoted for the shipment is prepared based on the information given by the Customer.
2. 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). Our quotation applies to a maximum cargo value of USD 250.000 per container or USD 1.000.000 per bill of lading - higher cargo values are subject to approval for acceptance of transport order.
3. Warehousing Charges, Stamp Duty and other such reimbursable costs will be charged on actual as per the bill or receipt from concerned party. 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 Cargo Partner in writing.
4. The above 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.
5. The above rates are in Indian National Rupees (INR) unless otherwise specified and are chargeable on per Container or per CBM or per Freight Ton or any other specified basis as may be applicable.
6. cargo-partner reserves the right to increase its rates and charges, and to impose surcharge resulting from compliance with regulatory changes applicable to the shipment(s) without prior notice and to continue such increase(s) for such period(s) as cargo-partner may deem necessary.
7. Freight payments to be within agreed credit days from the invoice date with Maximum amount of agreed credit limits.
8. Any change(s) in the specifications of the shipment(s) as mentioned aforesaid would be based on mutual written agreement between cargo-partner and Customer.
9. For Negotiability & Title of Goods, Carrier's responsibility, Compensation & Liability, please refer to the "Terms & Conditions" mentioned at the back of the related Bill of Lading / Airway Bill.
10. cargo-partner reserves the right, at any time, to offload, abandon or refuse to carry the shipment of any customer or shipment of the related parties with whom the customer is dealing with directly or indirectly, the moment it comes to the knowledge of cargo-partner, where such customer or such parties are considered as denied party and included in the Sanction list, either partially or fully, according to international and national legislation emerging from UN resolution 1373/2001 and 1390/2002 and EC Regulation 2580/2001 and 881/2002, without any legal or financial liability. The Legislation has emerged into "Sanction Lists" which is regularly and officially updated by various public and Government authorities and the customer is hereby advised to refer to such list/s before entering into any business transaction.
11. cargo-partner shall have no legal liability whatsoever for non-compliance of this Quotation on account of any Force Majeure event. Force Majeure clause will be applicable in case of events beyond cargo-partner's control such as but not limited to Acts of God, weather conditions, environmental or dangerous goods incidents, perils of the ocean, public enemies, public authorities acting with actual or apparent authority, epidemic, Pandemic, Lockdowns, application of security regulations imposed by a government or otherwise applicable to the shipment, acts or omissions of customs officials, authority of law, quarantine, riots, strikes, work stoppages or slowdowns, or other labor disputes or disturbances, civil commotions or hazards incident to a state of war, local or national disruptions in ground or ocean transportation networks or mechanical delay of vessel or other equipment failures or due to events beyond cargo-partner control, disruption or failure of communication and information systems, disruption or failure of utilities, or any circumstances beyond cargo-partner control.
12. In no event shall cargo-partner's freight and other dues on corresponding 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 cargo-partner. 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.

13. The customer shall be responsible to ensure that all requirements regarding proper packaging 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. cargo-partner is not responsible for insurance of the cargo and cargo-partner always recommend customer to take precautionary transit insurance based on the landing cost of the cargo. Under no circumstances cargo-partner 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 cargo-partner was informed of the possibility of such loss and whether pleaded under Tort, Contract or any other legal theory.
14. cargo-partner reserves the right to refuse in its sole discretion to provide service, for any shipment by reason of being dangerous, or other character of its contents may, in the sole judgment of cargo-partner, damage other shipments or equipment, or if cargo-partner deems that it is unsafe or operationally impracticable to provide service.
15. The Customer shall be liable to pay or indemnify, protect and hold cargo-partner harmless from all claims, liabilities, fines, penalties, damages, costs or other sums (including attorneys' fees and costs) that may be incurred, suffered or disbursed for any violation of any of these terms and conditions aforementioned or any other default of the Customer or such other party with respect to the shipment moved under this quotation.
16. 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 Delhi 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, cargo-partner hereby reserves the right at its sole discretion to amend / modify / change or adopt such terms / clauses in cargo-partner best interest. The description of services and rate(s) quoted above stand valid for ____ days and confirmed by customer, unless otherwise specifically advised to cargo-partner in writing within 7 days from the date set forth above or before any shipment movement order placed with cargo-partner, whichever is earlier. All other terms and conditions remain binding and unchanged. cargo-partner India is member of FIATA and has adopted the Model Rules for Freight Forwarding Services, the copy of which is available on request. cargo-partner 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.
17. The above rates will be honored as per the validity period mentioned in the offer and in general these dates must be read as the departure dates, unless otherwise specified. cargo-partner is not bound to honor the mentioned rates if the cargo is not provided within the requisite time or booking is not released by airline or shipping line due to any reason within the said validity period.
18. The above rates are exclusive of taxes as applicable.
19. Cargo-partner 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.
20. Local Withholding taxes - Quotation price is not subject to any withholding taxes other than Indian Taxes.
21. Transaction Cost - Customer are sole responsible to bear the transaction cost (such as Bank Charges) if any applicable while paying our outstanding.

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 **Warsaw Conventions, Montreal Conventions, Hague-Visby Rules**, MTO Act and/or the terms and conditions on the Bill of Lading & Air Way Bill. Please be informed that our services are provided on the basis of the limits of liability according to the applicable laws. If you want to secure your interest in a damage to maximum compensation beyond the mentioned limits of liability, we recommend to take out a transport insurance

BE OUR WHISTLEBLOWER: If you are aware of any type of **wrongdoing, violations or illegal actions**, please report it via website [whistleblowing](#) or send the detailed description to e-mail: whistleblowing@cargo-partner.com

We encourage you to speak up because **WE TAKE IT PERSONALLY!**

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