



## **Thakur Logistics Pvt Ltd / Thakur SeaAir Logistics**

### **Standard Trading Conditions (STC)**

## **PART I – GENERAL TERMS**

### **1. Applicability & Scope**

These Standard Trading Conditions (“STC”) apply to all services provided by Thakur Logistics (“Company”), including:

- Freight forwarding (import/export, FCL/LCL, unimodal/multimodal)
- Customs clearance
- Warehousing and handling
- Related logistics services

These STC apply whether or not the Company issues its own House Bill of Lading (HBL) or other transport document.

“Customer” includes:

- The party placing a booking with the Company

- The party invoiced by the Company
- The shipper, consignee, endorsee, holder of any transport document, or any party deriving benefit from services

In case of conflict:

- Specific written terms prevail over these STC
- Part II prevails over Part I

Nothing herein extends the Company's liability beyond limits prescribed by law. If any provision is unenforceable, the remainder continues to apply.

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## **2. Charges / Invoices / Lien**

- Quotations are best-estimate only, subject to surcharges, carrier adjustments, or third-party costs.
  - Customer is liable for all charges imposed by carriers, NVOCCs, consolidators, or subcontractors, whether listed in the quotation or not.
  - Invoices must be paid within the agreed credit period. Overdue balances attract 18% p.a. interest.
  - The Company holds a general lien over cargo and documents for all sums due, whether or not related to the same cargo.
  - In case of default, the Company may suspend services, stop cargo in transit, or sell cargo after due notice, with all costs to Customer's account.
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## **3. Condition of Cargo / Liability**

- The Company does not warrant description, quantity, or quality of cargo stuffed in containers not packed by it. All documentation is based on Customer's declaration.
- Responsibility begins when cargo is in the Company's custody and ceases upon delivery/hand-over.
- The Company is not liable for loss/damage unless caused by its proven gross negligence.
- Liability is limited strictly to the freight earned/service charges, not cargo value.
- Claims must be notified in writing within 72 hours of delivery. Thereafter, the Company is discharged of liability.

- No liability exists for indirect or consequential losses (loss of profit, contracts, reputation).
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#### **4. Transit Times & Delays**

- Transit times are indicative only and not guaranteed.
  - The Company is not responsible for delays due to carriers, NVOCCs, transshipment, vessel omissions, port congestion, customs delays, sanctions, or force majeure.
  - If carriers/NVOCCs or their agents/terminals withhold cargo release due to their non-payment to principals/ports, the Company bears no liability and no costs.
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#### **5. Free Time / Container Damage**

- Customer is responsible for detention, demurrage, ground rent, or charges if cargo is not cleared within free time.
  - Customer is liable for container damage caused by poor packing, stuffing, or handling. Repair/replacement costs are recoverable.
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#### **6. Exclusion of Liability**

The Company is not liable for losses due to:

- Customer's non-compliance with law or documentation requirements.
  - Incorrect or incomplete documents.
  - Delay in statutory/customs payments.
  - Inherent vice, poor packing, or defects in cargo.
  - Switch Bills of Lading: Company accepts no liability from switch BL instructions or disputes.
  - Insurance: Unless specifically requested and confirmed in writing, Company does not arrange insurance. Absence or insufficiency of insurance is Customer's responsibility.
  - Carrier/NVOCC financial default: Company is not responsible if carriers/NVOCCs/agents fail to remit dues and cargo is delayed/held at any port.
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## **7. Indemnity**

The Customer indemnifies the Company against all claims, penalties, or expenses arising from:

- Misdeclaration, misdescription, or incorrect documents.
  - Non-compliance with export/import laws.
  - Selection of carrier/NVOCC made or approved by the Customer.
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## **8. Jurisdiction**

Disputes are subject to exclusive jurisdiction of courts at Mumbai, India, though the Company may commence proceedings elsewhere at its discretion.

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# **PART II – SPECIAL TERMS**

## **Air Freight**

Unless the Company issues its own Air Waybill, it acts only as agent for the airline; contract of carriage is directly between Customer and airline.

## **Ocean Freight**

If the Company issues its own HBL, it is governed by these STC. In case of conflict, HBL terms prevail.

## **Customs Clearance**

The Company acts on Customer's instructions/documents. All penalties, fines, or delays from errors or late submissions are Customer's sole responsibility.

## **Credit Terms**

Credit facilities must be used within agreed limits/timelines. Default allows suspension of credit, lien over future shipments, and recovery actions with interest.

## **Cargo Insurance**

- The Company does not provide insurance unless specifically requested in writing and acknowledged.
- Customer must arrange their own cargo insurance.
- The Company is not liable for uninsured cargo losses, however arising.

## **House Bill of Lading (HBL) – Issuance & Liability**

### **HBL Issuance on Request**

Where the Customer requests Thakur Logistics Pvt. Ltd. or Thakur Seair Logistics ("Company") to issue a House Bill of Lading (HBL), such issuance shall be deemed to be at the Customer's express request and risk.

### **Forwarder Role & Limitation**

The Company issues the HBL strictly in its capacity as a freight forwarder and not as a carrier, unless expressly agreed in writing. The Company shall not be deemed a contracting carrier and shall not assume liabilities of a carrier under any law or convention, except to the extent mandatorily imposed by law.

### **STC Applicability**

All HBLs are issued subject to these Standard Trading Conditions (STC), which prevail over any conflicting printed terms on the HBL itself.

## **Customer Authorization & Indemnity**

Prior to issuance, the Customer shall provide written authorization and shall indemnify and hold harmless the Company, its officers, agents, and employees against all claims, liabilities, losses, penalties, or expenses (including legal costs) arising from or in connection with the issuance, use, or reliance upon the HBL.

## **Insurance Responsibility**

The Company does not arrange cargo insurance under the HBL unless specifically requested in writing and confirmed by the Company. If insurance is not arranged, the Customer assumes all risks of loss or damage to the cargo.

## **Liability Cap**

The Company's liability under or in connection with the HBL, whether for loss, damage, delay, mis-delivery, or otherwise, shall be limited to the lesser of:

- (a) the actual freight earned/consideration payable for the service,
- (b) INR 200,000 per consignment, or
- (c) the minimum liability prescribed under applicable mandatory law.

The Company shall not be liable for consequential, indirect, or special losses, including but not limited to loss of profit, business, contracts, or market.

## **Carrier & NVOCC Defaults**

If the underlying carrier, NVOCC, or their agents/representatives default in payment to ports, terminals, or statutory authorities resulting in cargo being held, delayed, or seized, the Company shall not be responsible or liable. All costs, penalties, and consequences shall be borne by the Customer.

## **Port, Terminal & Statutory Charges**

Detention, demurrage, ground rent, storage, and other charges levied by ports, terminals, shipping lines, or statutory authorities shall be for the Customer's account, regardless of whether they arise during the validity of the HBL.

## **Draft Approval**

The Customer must approve the draft HBL in writing prior to issuance. Any corrections, amendments, or re-issuance of the HBL after initial release shall be at the Customer's cost and risk.

## **Lien Rights**

The Company shall have a general lien over the cargo and associated documents covered under the HBL for all sums due, including freight, duties, taxes, storage, and legal costs. The Company may exercise lien, sell the cargo, and recover its dues without notice.

### **Prepayment & Credit Terms**

The Company reserves the right to demand full prepayment of freight, port charges, PDAs, or deposits prior to issuing an HBL. Any credit facility, if granted, is strictly subject to agreed terms, and delay in payment may result in suspension of services and lien on cargo.

### **Buyer Refusal or Cancellation**

If the buyer refuses to accept the cargo, cancels the order, or fails to clear the shipment, all costs (including freight, return freight, duties, demurrage, storage, and disposal) shall be borne by the Customer. The Company shall not bear liability for such events.

### **Force Majeure & Delays**

The Company shall not be liable for delays, mis-shipments, or failure to deliver arising out of force majeure, port congestion, transshipment delays, vessel omission, strikes, customs intervention, or any causes beyond its reasonable control.

### **Jurisdiction**

Any disputes relating to HBL issuance shall be subject to the exclusive jurisdiction of the courts at Mumbai, India, without prejudice to the Company's right to initiate proceedings elsewhere.

### **Additional Protective Clauses**

#### **Limitation of Liability for Third-Party Acts**

The Company shall not be liable for acts, omissions, defaults, negligence, or insolvency of third parties including, but not limited to, shipping lines, airlines, NVOCCs, transporters, warehouses, port/terminal operators, consolidators, or customs brokers engaged in the performance of services.

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#### **No Liability for Government/Regulatory Actions**

The Company shall not be responsible for any losses, delays, fines, penalties, confiscation, or additional costs arising from actions, interventions, or requirements of customs, ports, or statutory authorities, or from changes in laws, sanctions, or government regulations.

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### **No Liability for Shipper-Declared Cargo Details**

The Company relies entirely on details furnished by the Customer regarding description, HS code, value, weight, measurement, and nature of cargo. The Company shall not be liable for mis-declaration, under-declaration, or errors in documentation. All fines, penalties, or consequences arising therefrom shall be to the Customer's account.

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### **Electronic Communication Clause**

All instructions, confirmations, and approvals provided via email, WhatsApp, or other electronic communication shall be considered valid, binding, and enforceable upon the Customer.

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### **Force Majeure (Expanded)**

Force majeure shall include, but not be limited to, natural disasters, strikes, lockouts, riots, wars, vessel omissions, port congestion, customs intervention, embargoes, sanctions, cyberattacks, IT failures, pandemics, blacklisting of vessels, banking or payment restrictions, and any other events beyond the reasonable control of the Company. The Company shall not be liable for losses, delays, or failures arising therefrom.

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### **Subcontracting Right**

The Company may subcontract or delegate all or part of its services to third parties. All defenses, limitations, and protections contained in these STC shall extend to such subcontractors, agents, and representatives.

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### **Switch Bill of Lading / Cross Trade Disclaimer**

If the Customer requests issuance of a Switch Bill of Lading or involvement in cross-trade shipments, the Company shall act strictly on written instructions of the Customer. The Company accepts no liability for any misrepresentation, mis-declaration, disputes, or consequences including detention, seizure, or delay of cargo arising from such instructions.



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### **Time Bar for Claims**

Any claim against the Company must be filed in writing within **nine (9) months** from the date of delivery, or from the date when delivery should have occurred. After expiry of this period, the Company shall stand fully discharged of all liability, howsoever arising.

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### **Jurisdiction & Arbitration**

All disputes shall be subject to the exclusive jurisdiction of the courts at Mumbai, India. However, at the Company's sole discretion, disputes may be referred to arbitration in Mumbai under the provisions of the Indian Arbitration and Conciliation Act, 1996.