

Terms & conditions of Carriage

This contract of carriage entered on the day of booking between the Shipper and APL Worldwide Logistics henceforth referred to as APL.

1. This is a non-negotiable instrument.
2. APL will only carry goods which is the property of the shipper and the shipper warrants that it is authorized to accept and in accepting these conditions not only on behalf of itself but also as Agent for or on behalf of others who are or may thereafter become interested in the goods. The Shipper hereby undertakes to indemnify APL against any damages, costs and expenses resulting from any breach of Warranty.
3. APL does not accept hazardous, combustible or explosive materials, contraband, precious metals or stones in any form, jewellery, negotiable securities, negotiable instruments, currency, un-cancelled postage or revenue stamps, antiques, livestock, plants or any perishable commodities etc. and goods which are prohibited by Railways, Airlines or any other transport agency. In the events any Shipper should tender such items to APL, the Shipper shall indemnify APL for all claims, damages and expenses arising in connection therewith and APL shall have the right to deal with such items as it shall deem fit, including the right to abandon carriage of the same immediately upon gaining knowledge that such items have been tendered. Clients may carefully note that their envelopes/packers must not contain any personal letter, Currency notes, which infringe the Indian Postal Act, 1983 and the Indian Airlines Act. We accept envelopes/parcels in good faith do not contain anything that infringes the law.
4. APL shall not be liable for any loss incurred due to causes beyond its control such as foods, accidents, fire, arson, loot, civil commotion, terrorists act or default or omission committed by the Shipper or consignee, or caused by situation beyond the control of APL, and for any loss arising due to confiscation of goods by any Government or Local Authority. Subsequently, APL will not be liable for any consequential loss or damages caused under the above mentioned circumstances.
5. APL will take full care in ensuring timely pick-up and delivery of the consignments-however. APL, under no circumstances, will be liable for delay in pick-up, transportation or delivery of any consignment regardless of the cause of the delay.
6. All damages or shortages must be reported in writing to APL Corporate Office. New Delhi, India, within 30 days of the issue of the Air Waybill failing which APL under no circumstances will be liable to entertain the complaint(s).
7. APL reserves the right to choose its routes of routing the consignments which may changes from time to time.
8. APL reserves the right to open/inspect any document/parcel/consignment in order to check misuse of our services by any unscrupulous people.
9. APL shall have a lien on the goods for all freight charges, custom duties, advances or charges of any kind arising out of this contract of carriage and may refuse to surrender possession of the goods until such charges are paid.
10. POD can be made available on specific request. However, such request must be made within 30 days of the dispatch of the consignment, otherwise the same would not be entertained as a rule.
11. Except as otherwise specifically provided in the contract, delivery of the goods will be made only to the consignee or the person to be notified by ordinary methods, APL will not be liable for non-receipt or delay in receipt of such notice.
12. The Shipper shall with all the applicable laws, customs and other Government regulations of any country to, through or over which the consignments may be carried, including those relating to the packing,

carriage or delay or the goods shall furnish such information and provide such documents as may be necessary to comply with such laws and regulations.

13. All consignments carried under this Consignment Notes are carried under CARRIERS ACT and at OWNER'S RISK otherwise & until specifically agreed to by APL by charging RISK CHARGES which at present are @ 20% of the value of consignment under OWNER'S RISK APL is not a Common Carrier and will only carry goods subject to these conditions.
14. Consignors are advised to declare the value of the documents/parcels and get the same insured at their own cost to cover any loss/damage/delay and claim the damages, if any, from the insurance agency.
15. Octroi or any other charges levied by any Central, State or Local Authorities, wherever applicable, will be payable extra by the Shipper/Consignee.
16. Liability of APL for any Consequential losses, mis-delivery, delay or damages to any articles/documents/parcels sent through it, is to the extent of Rs. 100/- only.
17. Any disputes arising out of this Consignment Note and transaction/claim based on the same shall be decided/determined by an arbitrator to be appointed by the company and the arbitration proceedings shall be held at Delhi only. All other litigations between the sander and the company are subject to the jurisdiction of court of Delhi only.
18. No employee, except management, of APL Express Limited may in any manner, alter or modify the terms & conditions of this Consignment Note.