

ADANI LOGISTICS LIMITED

GENERAL TERMS & CONDITIONS

LOGISTICS SERVICES

This document has been divided into 6 (six) Sections. The relevant Section(s) shall be applicable as per the services selected by the Customer in the Logistics Services Agreement. Section A provides the terms which are applicable to all Logistics Services; Section B provides the terms applicable to the End-to-End Logistics Services; Section C provides the terms applicable to the First Mile Connectivity; Section D provides the terms applicable to the Last Mile Connectivity; Section E provides the terms applicable to the Rail Transportation Services; and Section F provides the terms applicable to the Storage Services.

Version 1.1

This version cancels and supersedes any and all previous editions of Adani Logistics Limited General Terms & Conditions for Logistics Services. Any reference in the Logistics Services Agreement to General Terms & Conditions for Logistics Services shall be a reference to this Version 1.1.

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Section – A
(Applicable to Sections B, C, D, E and F)

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following capitalized terms used in the Contract Documents, together with their respective grammatical variations and cognate expressions shall have the meanings assigned to such terms as specified herein below (unless the context otherwise requires):

“**ALL**” shall mean Adani Logistics Limited, a company validly existing under the Companies Act, 2013 and having its registered office at Adani House, Near Mithakhali Six Roads, Navrangpura, Ahmedabad and corporate office at Adani House, Plot No. 83, Sector-32, Institutional Area, Gurugram-122 001, Haryana;

“**Applicable Laws**” means, with respect to any domestic or foreign national, federal, regional, state, provincial, town, city, municipal or other jurisdiction, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, notification, decree, judgment, decision, certificate, injunction, or conditions of any registration, license, permit, authorization, guidelines, governmental approval, consent or requirement of any Governmental Authority of such jurisdiction, as may be amended from time to time;

“**Business Day**” shall mean any day that is not a Sunday;

“**Charges**” means all amounts of any nature, pending, due or claimed to be due to ALL under the Contract Documents at any time, whether liquidated or unliquidated, including loans, disbursements, expenses, advances, storage, handling and transportation charges (including detention and ICD charges), charges and expenses incurred in the provision of the Logistics Services, interest charges and all other charges and expenses of every nature, present and future, incurred by or for the account of Customer or with respect to any Consignment or part thereof;

“**Charter Documents**” shall mean and include the memorandum of association, articles of association and any other documents relevant for constitution and governance of a company, firm or any other legal entity;

“**Confidential Information**” shall have the meaning ascribed to such term in Clause 9.1 of Part A of the General Terms and Conditions;

“**Consignee**” shall mean the person who has been denoted as recipient of the Consignment in the Consignment Note;

“**Consignment**” shall mean the bulk or set of Goods handed over to ALL for delivery to the Consignee under a Service Request;

“**Consignment Note**” shall mean the document issued by ALL to the Customer against a Service Request acknowledging receipt of the Consignment;

“**Container**” shall mean and include, unless otherwise included, any container, vehicle, trailer, transportable tanks and similar items, to be used by ALL to transport a

Consignment in accordance with the Contract Documents;

“**Contract Documents**” means, collectively, these General Terms and Conditions, the Logistics Services Agreement and any Service Request(s) and Consignment Note(s) issued thereunder;

“**Customer**” shall mean the person, company, firm or other entity that has entered into the Logistics Services Agreement as a Party thereto;

“**Delivery ICD**” shall have the meaning ascribed to the term in the Logistics Services Agreement;

“**Delivery Point**” shall have the meaning ascribed to the term in the Logistics Services Agreement;

“**Effective Date**” shall have the meaning ascribed to the term in the Logistics Services Agreement;

“**End-to-End Logistics Services**” shall mean the transportation and handling services to be provided by ALL for movement of a Consignment from the Loading Point to the Delivery Point as per Section A and Section B of the General Terms and Conditions and other Contract Documents;

“**Event of Default**” shall have the meaning ascribed to such term in Clause 7.1 of Part A of the General Terms and Conditions;

“**First Mile Connectivity**” shall mean the transportation and handling services to be provided by ALL for movement of a Consignment from Loading Point to Loading ICD as per Section A and Section C of the General Terms and Conditions and other Contract Documents;

“**Force Majeure**” shall have the meaning ascribed to such term in Clause 10.1 of Part A of the General Terms and Conditions;

“**General Terms and Conditions**” means this document specifying the terms and conditions applicable to the Logistics Services;

“**Goods**” means the goods or items to be transported and/or stored by ALL as per terms of the Contract Documents;

“**Governmental Authority**” means any national, federal, regional, state, province, town, city, municipal or other government or quasi-government, whether domestic or foreign, or other administrative, regulatory or judicial body, or any of the foregoing having or purporting to have jurisdiction over any matter arising from or in connection with the Contract Documents;

“**ICD**” means the inland container depot;

“**Indemnified Party**” shall have the meaning ascribed to the term in Clause 6 of Part A of the General Terms and Conditions;

“**Invoice**” shall mean the invoice raised by ALL against the Logistics Services rendered

to the Customer under the Contract Documents;

“Last Mile Connectivity” shall mean the transportation and handling services to be provided by ALL for the movement of a Consignment from Delivery ICD to Delivery Point as per Section A and Section D of the General Terms and Conditions and other Contract Documents;

“Loading ICD” shall have the meaning ascribed to the term in the Logistics Services Agreement;

“Loading Point” shall have the meaning ascribed to the term in the Logistics Services Agreement;

“Logistics Services” shall collectively mean and include, End-to-End Logistics Services, First Mile Connectivity Services, Last Mile Connectivity Services, Rail Transportation Services and Storage Services ;

“Logistics Services Agreement” shall mean the agreement executed between the Parties as per the format attached as Annexure I and such Logistics Services Agreement shall be deemed to be a part of the General Terms and Conditions;

“Party” shall individually refer to each of ALL and the Customer;

“Rail Receipt” shall mean the document issued to ALL by the Indian Railways as per the relevant guidelines of Indian Railways;

“Rail Transportation Services” shall mean the transportation and handling services to be arranged by ALL for the movement of a Consignment from Loading ICD to Delivery ICD through Indian railway network as per Section A and Section E of the General Terms and Conditions and other Contract Documents;

“Rakes” shall mean and include the rail rakes owned or leased by ALL and the rakes for which rail haulage has been paid by ALL, to be used by ALL to transport a Consignment in accordance with the Contract Documents;

“Service Request” shall mean a written request for Logistics Services raised by the Customer for each Consignment;

“Storage Services” shall mean the transportation, handling and consignment services to be provided by ALL for the movement of Consignment from Delivery ICD to Delivery Point as per the terms of Section A and Section D of the General Terms and Conditions and the Logistics Services Agreement;

“Term” shall have the meaning ascribed to the term in Clause 8.1 of the General Terms and Conditions; and

“Vehicles” shall mean the vehicles to be used by ALL to transport a Consignment in accordance with the Contract Documents.

1.2 Interpretation

In the Contract Documents, unless the context otherwise requires:

- (a) any reference to any statute, statutory instrument, regulation or Applicable Law shall be construed, at the particular time, as including a reference to any amendment, modification, extension, consolidation or re-enactment of such statute, statutory instrument, regulation or Applicable Law thereof then in force and to all instruments, orders or regulations thereafter in force;
- (b) the singular shall include the plural and *vice versa*;
- (c) the headings and sub-headings are inserted for convenience and ease of reference only and are to be ignored for the purpose of construction and interpretation of the Contract Documents;
- (d) the words “include” and “including” are to be construed without limitations and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;
- (e) all references to clauses, sub-clauses and annexures are to clauses, sub-clauses and annexures in or to the Contract Documents unless otherwise specified;
- (f) for the purposes of the Contract Documents, the words and abbreviations that have well-known technical or trade meanings used but not defined in the Contract Documents, shall be construed in accordance with such recognized technical or trade meanings;
- (g) the words “herein,” “hereof” and “hereunder” and words of similar import when used shall refer to the Contract Documents as a whole and not to any particular Clause or sub-clause of the Contract Documents;
- (h) the term “day” shall mean a calendar day, unless otherwise specified. If any monetary obligation falls due on any other day than a business day, such obligation shall be deemed to be due on the immediately next Business Day;
- (i) the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable to the Contract Documents;
- (j) the recitals and annexures form an integral part of the Contract Documents and shall have the same force and effect as if expressly set out in the body of the Contract Documents, and any reference to the Contract Documents shall include any recitals and annexures to it;
- (k) a reference to (or a specified provision of) any Contract Document is to be construed as a reference to that Contract Document (or that provision) as it may be amended, supplemented, novated or replaced from time to time;
- (l) the index to and the headings in the Contract Documents are inserted for convenience only and are to be ignored in construing the Contract Documents;
- (m) any reference to days, months and years are to be Gregorian days, months and

calendar years respectively;

- (n) where any notice, consent or approval is to be given by either of the Parties, the notice, consent or approval shall be given on their behalf only by any authorized persons; and
- (o) if there is any discrepancy, inconsistency, ambiguity or conflict within or between the General Terms and Conditions and any other Contract Documents, the terms of these General Terms and Conditions shall prevail.

2. TITLE OF OWNERSHIP

- 2.1 The Customer hereby agrees that it shall have and continue to have, at all times, full and absolute title on the Goods entrusted to ALL under the Contract Documents.
- 2.2 Subject to the terms of the Contract Documents, ALL shall have no right, title or interest in the Goods entrusted to them by the Customer or its authorized representative and shall not do any act as a result of which the title of the Customer is in any way encumbered, interfered or prejudiced.

3. REPRESENTATIONS AND WARRANTIES

- 3.1 Each Party represents and warrants to the other that:
 - (a) if it is an individual, it has the power and legal capacity to enter into the Contract Documents and perform its obligations hereunder;
 - (b) if it is a company, firm or any other legal entity, it is duly incorporated or organised (as applicable) and validly existing and in good standing under the laws of India and has the power and legal capacity to enter into the Contract Documents and perform its obligations hereunder;
 - (c) it has obtained all necessary approvals (if applicable) required to enter into the Contract Documents and perform its obligations hereunder;
 - (d) the Contract Documents constitute a legal, valid and binding obligation of the Party, enforceable against it as per its terms;
 - (e) the execution, delivery and performance of the Contract Documents and the performance of obligation thereunder do not and will not (a) contravene or conflict with, including but not limited to, its Charter Documents; (b) conflict with or result in a breach, termination or default under, any contract, agreement or other oral or written understanding between the Party and any person; or (c) breach any Applicable Laws, judgment, decree, order or ruling of any court, Governmental Authority, regulatory body to which it is a party or by which any of its assets are bound;
 - (f) there are no actions, suits, proceedings or investigations commenced or, to the best of its knowledge and belief, contemplated or threatened against it which could in any way affect its ability to perform the obligations under the Contract Documents;

- (g) in entering into the Contract Documents, it is acting in its own capacity or as a clearing or customs house agent on behalf of any entity;
- (h) it has and shall comply with all Applicable Laws applicable to the transactions contemplated under the Contract Documents; and
- (i) its obligations, representations and warranties under the Contract Documents are valid and binding and are enforceable against it.

3.2 Any warranties of ALL expressly set forth in the Contract Documents are the sole warranties made by ALL and are in lieu of all other warranties, express, implied, or statutory, including implied warranties of merchantability, of title or non-infringement, of fitness for a particular purpose, or arising from course of performance of Logistics Services or dealings under the Contract Documents.

4. INSURANCE

4.1 ALL Insurance

4.1.1 ALL shall maintain, or shall cause to be maintained, at its own cost and throughout the Term, an insurance of up to INR 5,00,000 (Indian Rupees Five Lakhs) to cover any loss, cost, expense, liability, action, demand, claim or proceeding in respect of bodily injury to or illness or death to a third party and or damage to third party property.

4.1.2 ALL shall produce to the Customer, on written request, copies of insurance policies referred to in Clause 4.1.1, confirming the existence and extent of the cover given by such policy.

4.2 Customer Insurance

4.2.1 The Customer shall maintain, or shall cause to be maintained, throughout the Term, a comprehensive, all risk insurance (including, but not limited to, transit, fire, public liability insurance) to cover loss, cost and expense incurred due to damage, destruction or loss of the Goods and/or Containers, at its own cost, with a reputable insurer having a good credit rating, or of an equivalent reputable nature and financial standing covering all risks which may be incurred by the Customer. The Customer hereby waives all rights of subrogation on behalf of its insurers for any loss or damage in excess of the liability limits set forth in the Contract Documents.

4.2.2 The Customer shall produce to ALL copies of insurance policies referred to in Clause 4.2.2 or other evidence confirming the existence and extent of the cover given by such policy.

5. LIEN

5.1 The Customer represents and warrants that it either (i) is the lawful owner of the Goods, which are not subject to any lien or security interest of others; or (ii) is the authorized agent of the lawful owner and of any holder of a lien or security interest (which lien or security interest is subordinated to the lien and security interest of ALL under this Clause 5) and has full power and authority to enter into the Contract

Documents. The Customer agrees to notify all parties acquiring any interest in the Goods of ALL's rights under this Clause 5.

- 5.2 The Customer grants to ALL a first priority general and specific lien upon and security interest in the Goods and on the proceeds thereof for all Charges, credits or advances by ALL and for expenses necessary for preservation and safety of the Goods.
- 5.3 Without prejudice to any other rights under the Contract Documents and Applicable Laws, upon non-payment of any Charges when due and payable, ALL may obtain satisfaction of its lien by sale of the Goods on which the lien and security interest is held as provided under Applicable Law. In the event of a sale of the Goods, ALL shall notify the Customer of the Charges due and payable, as well as the time, place, and nature of the proposed sale. All proceeds from a sale of Goods shall be used to cover the Charges due and payable to ALL, as well as any costs incurred by ALL as a result of the sale. Any proceeds above those required to cover such amounts shall be credited to the account of Customer. In the event such sale fails to generate sufficient proceeds to cover the Charges and other costs, ALL retains the right to pursue other remedies to recover the full amount due.

6. INDEMNITY

The Customer shall fully and promptly indemnify and keep fully and promptly indemnified ALL and its representatives, contractor, sub-contractor, directors, officers, employees, advisors and agents (or any of them) (each, an "**Indemnified Party**") against any costs (including loss, penalty, expenses, reasonable attorneys' fee etc.), losses, damages, injury, claims, charges, demands, opportunities, liabilities or expense suffered or incurred by the Indemnified Party arising directly or indirectly or in whole or in part out of a breach by the Customer of its obligations under the Contract Documents (including tender of a Consignment by the Customer) whether or not such costs, claims, charges, demands, losses, liabilities, damages or expenses or the consequences of such a breach by the Customer of its obligations were foreseeable at the Effective Date.

7. EVENT OF DEFAULT AND CONSEQUENCES

- 7.1 Each of the following events, acts, occurrences, or conditions shall constitute an "**Event of Default**":
 - (a) breach of any material terms or conditions of the Contract Documents by the Customer;
 - (b) any representation, warranty or undertaking given by the Customer becoming materially untrue, misleading or invalid in any respect during the Term;
 - (c) the Customer goes into liquidation or passes a resolution for voluntary winding up or appointment of receiver or liquidator (except in case of voluntary liquidation for the purposes of amalgamation or reconstruction) in any winding up or insolvency proceedings initiated by any third party against the Customer, which order is not set aside or stayed within 30 (thirty) days;
 - (d) any act or omission of the Customer which could reasonably be expected to have a material adverse effect on ALL's ability to perform its obligations hereunder;

- (e) failure of the Customer to procure and maintain during the Term, any insurance policy, clearances, approvals, licenses and permissions required to be maintained by the Customer to perform its obligations hereunder; or
- (f) the Customer being debarred by any Governmental Authority or Judicial or Quasi-Judicial Authority from carrying on its business or rendering it impossible or illegal to perform the business, which bar is not set aside by the relevant Governmental Authority within 30 (thirty) days.

7.2 Consequences

7.2.1 Upon the occurrence of an Event of Default, ALL may, at its sole discretion, deliver upon the Customer a notice to cure the said Event of Default within a period of 30 (thirty) days from the date of such notice. In the event the Customer fails to cure such Event of Default within the said period, ALL shall have the right (but not an obligation) to forthwith terminate the Contract Documents in terms of Clause 8 hereunder.

7.2.2 Termination pursuant to Clause 7.2.1 above shall be without prejudice to any other rights, or remedies which the non-defaulting Party may be entitled to under Applicable Law and shall not affect any accrued rights of the non-defaulting Party prior to the date of such termination.

8. **TERM AND TERMINATION**

8.1 The Logistics Services Agreement and these General Terms and Conditions shall come into effect on and from the Effective Date, and shall remain in effect unless terminated earlier in accordance with these General Terms and Conditions (“**Term**”).

8.2 Either Party may, at any time, terminate the Logistics Services Agreement by giving 30 (thirty) days’ written notice of termination to the other Party (“**Termination Notice**”).

8.3 In the event of termination of the Logistics Services Agreement for any reason whatsoever, ALL shall be entitled for payment by the Customer of any Charges due and payable under the Contract Documents, to be calculated until the date such termination becomes effective. Notwithstanding anything to the contrary, the termination of the Logistics Services Agreement shall not be effective until all Charges have been paid in full by the Customer.

8.4 In the event the Customer fails to pay any or all Charges or clear the Consignment lying in ALL’s custody within a period of 15 (fifteen) days of the date of Termination Notice, ALL shall have a right to dispose-off such Consignment in terms of Clause 5.

9. **CONFIDENTIALITY**

9.1 The Customer shall keep all information received by it from ALL in relation to the Contract Documents (including, but not limited to, all information concerning ALL’s business transactions, technical and operational information and financial arrangements) (the “**Confidential Information**”) confidential and shall not without the prior written consent of ALL:

- (a) disclose or divulge the Confidential Information to a third party; or
 - (b) use the Confidential Information other than for carrying out the purposes the Contract Documents.
- 9.2 The Customer agrees that Confidential Information shall at all times remain the property of ALL.
- 9.3 Notwithstanding the foregoing provisions, the Customer may disclose Confidential Information to a third party with ALL's prior written consent, but only to the extent such Confidential Information is:
- (a) already in the public domain or becomes available to the public other than through the act or omission of the Customer;
 - (b) required to be disclosed under Applicable Law or by a governmental order, decree, regulation or rule, any order of a competent court or tribunal or by any regulation of any stock exchange on which the shares of the Customer are listed (if applicable), or a company which controls the Customer, are listed;
 - (c) disclosed to its officers, employees, directors or professional advisors, on a 'need to know basis', provided that the Customer shall procure that such persons shall undertake to treat such Confidential Information as confidential;
 - (d) acquired independently by the Customer from a third party source not obligated to ALL to keep such Confidential Information confidential; or
 - (e) already known or already in the lawful possession of the Customer, as of the date of the disclosure by ALL.
- 9.4 Upon termination of the Contract Documents, the Customer shall return the Confidential Information to ALL within 15 days.

10. FORCE MAJEURE

- 10.1 ALL shall not be held liable or responsible to the Customer nor be deemed to have defaulted under or breached the Contract Documents for failure or delay in fulfilling or performing any term of the Contract Documents when such failure or delay is caused by or results from causes beyond the reasonable control of ALL, including, but not limited to, fire; floods; storms; embargoes, war or acts of war (declared or undeclared); insurrections, riots or other civil commotions; acts of terrorism; strikes, lockouts, or other labor disturbances; explosions; sabotage; accidents; governmental orders; change in statutes, rules or regulations; delays by unaffiliated suppliers or carriers; shortages of fuel, power, raw materials or components; acts of God; or acts, omissions, or delays in acting by any governmental or military authority, or the Customer (collectively, "**Force Majeure**").
- 10.2 An event of Force Majeure shall not relieve ALL from any liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation of the Customer to pay money in a timely manner which matured prior to the occurrence of that event.

- 10.3 If ALL's performance under the Contract Documents is prevented or delayed due to an event of Force Majeure applicable to ALL, ALL shall, as soon as possible and in any event within 10 (ten) days of (i) the event of Force Majeure; or (ii) becoming aware that an event of Force Majeure is preventing, delaying or significantly disrupting the performance of ALL's obligations, whichever is earlier, giving full particulars of the event of Force Majeure and the reasons of the event of Force Majeure preventing ALL from, or delaying ALL in performing its obligations under the Contract Documents.
- 10.4 Upon occurrence of an event of Force Majeure, the Parties shall mutually discuss an equitable extension of time as per the terms of the Contract Documents.
- 10.5 ALL shall use its reasonable efforts to mitigate the effect of the event of Force Majeure upon performance of its obligations under the Contract Documents and shall recommence the performance of the obligations affected thereby as soon as practicable after cessation thereof.
- 10.6 If the event of Force Majeure prevents performance according to the Contract Documents for more than 30 (thirty) consecutive days, the Contract Documents may be terminated by either Party. In the event of such termination, the Customer shall pay to ALL, all Charges due and payable under the Contract Documents.

11. NOTICE

- 11.1 Unless otherwise provided or the context warrants, any notice, request, consent, demand or other communication required to be given or made under or in pursuance to the Contract Documents, shall be in writing and in English language. All letters/communications between the Parties shall either be sent by registered post, courier, e-mail, fax, hand delivery and shall be sent at the address in Logistics Services Agreement. Each notice, request or communication shall be deemed to be effective against the Party it is addressed to:
- (a) if delivered by air courier service, 72 (seventy two) hours after such communication is delivered to the courier service, shipping charges paid and properly addressed; and
 - (b) if given by any other means, when actually delivered at the address specified in the Logistics Services Agreement.
- 11.2 Any change in the address or contact details of Party shall be communicated to the other Party within 7 (seven) days of such change.

12. LIMITATION OF LIABILITY

- 12.1 In case of any direct damages arising out of or relating to the Contract Documents or Services due to gross negligence, the liability of ALL shall be limited to the particular Invoice amount.
- 12.2 ALL shall not be liable to the Customer for any indirect, special, consequential, incidental or punitive damages, losses (including loss of profit, loss of business, loss of goodwill and loss of opportunity) arising out of or relating to the Contract Documents or Services, however caused and on any theory of liability, and whether the Customer has been advised of the possibility of such damages.

12.3 Subject to Applicable Law, the liability referred in Clause 0 above shall be the Customer's exclusive remedy against ALL, its affiliates and sub-contractors for any claim or cause of action whatsoever relating to loss or destruction of or damage to the Consignment (or part thereof) and shall apply to all claims including inventory shortage and mysterious disappearance claims unless the Customer proves by affirmative evidence that ALL converted the Consignment to its own use. The Customer waives any rights to rely upon any presumption of conversion imposed by Applicable Law.

13. GOVERNING LAW AND DISPUTE RESOLUTION

The Contract Documents shall be governed by Indian law. The courts at Ahmedabad shall have the exclusive jurisdiction over any dispute arising under the Contract Documents.

14. MISCELLANEOUS

14.1 Amendments

Any change with respect to any provision of the Contract Documents shall only be carried out by way of a written agreement executed by the Parties.

14.2 Independent Contractor

Nothing in the Agreement shall be construed as establishing or implying any partnership or joint venture between the parties.

14.3 No Third Party Beneficiary

The Contract Documents shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Nothing in the Contract Documents, expressed or implied, is intended to confer on any person other than the Parties, and their successors and permitted assigns, any rights, benefits, privileges, liabilities or obligations under or by reason of the Contract Documents.

14.4 Sub-Contracting

ALL may, at its sole discretion, subcontract all or part of the Logistics Services to its parent, affiliates or third party service providers.

14.5 Assignment

The Customer shall not have the right, power or authority to assign the Contract Documents or any of its rights or obligations hereunder to any third party without the prior written consent of ALL. ALL is entitled to assign or transfer its rights and/or obligations under the Contract Documents to its affiliates and the Customer hereby agrees to execute any deeds, documents or letters or do such other things as may be required by ALL to give effect to or recognize any such assignment.

14.6 Entire Agreement

The Contract Documents including the annexures attached hereto and the amendments

shall be deemed to constitute the entire agreement of the Parties and supersedes all prior agreements and understanding of the Parties, oral and written, with respect to the subject matter contained herein.

14.7 Waiver

The failure by either Party at any time to enforce any of its powers, remedies or rights under the Contract Documents will not constitute a waiver of such powers, remedies or rights or affect the Party's rights to enforce those powers, remedies or rights at any time. Nor does any single or partial exercise of any power, remedy or right preclude any other or further exercise of it or the exercise of any other power, remedy or right under the Contract Documents. No waiver shall be effective unless in writing and duly executed by the representatives of the Parties hereto.

14.8 Severability

If any provision of the Contract Documents, is invalid or unenforceable or prohibited by Applicable Law, it shall be treated for all purposes as severed from the Contract Documents and ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof, which shall continue to be valid and binding.

14.9 Costs

All costs and expenses incurred by a Party in connection with the Contract Documents, including without limitation fees and expenses of its accountants, auditor, consultants, legal counsel and tax advisors, shall be exclusively for the account of and shall be borne by such Party (except as otherwise expressly provided herein).

14.10 Further Assurance

Each Party must do, sign, execute, deliver and procure that each of its employees and agents does, signs, executes and delivers all deeds, documents, instruments and acts reasonably required of it or them to carry out and give full effect to the Contract Documents and the rights and obligations of the Parties under it.

14.11 Business Ethics

All activities and transactions performed by the Customer under the Contract Documents shall be carried out in a proper and truthful manner, and any records or documents relating to such activities and transactions shall contain a true and proper account of the facts and circumstances pertaining thereto. The Customer represents that no benefit, whether in cash or kind, has been or will be provided by it to any officer or employee, or any relative or associate of any officer or employee of ALL or its associate companies with respect to the Contract Documents.

14.12 Counterparts

The Logistics Services Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

14.13 Authorised Representatives

Each authorised representative who executes the Contract Documents on behalf of a Party declares that the authorised representative is duly authorised to execute the Logistics Services Agreement and bind such Party.

14.14 Survival

The provisions of Clause 3 (*Representations and Warranties*), Clause 5 (Lien), Clause 9 (*Confidentiality*), Clause 10 (*Force Majeure*), Clause 11 (*Notices*), Clause 13 (Governing Law and Dispute Resolution), Clause 14 (*Miscellaneous*) and other representations, warranties, covenants and provisions contained herein that by their nature survive, shall survive the termination or expiration of the Contract Documents.

SECTION – B
(Applicable for End-to-End Logistics Services)

1. SERVICES

- 1.1. ALL shall provide the End-to-End Logistics Services to the Customer and transport the Consignment as consigned by the Customer from the Loading Point to the Delivery Point.
- 1.2. The Customer may request for additional services to be performed by ALL. ALL may provide such services at its sole and absolute discretion and on the terms and conditions that shall be separately agreed between the Parties prior to commencement of additional services. Notwithstanding anything to the contrary, the Customer shall not submit to ALL any Consignment containing dangerous, illegal, verminous, infested, contaminated or condemned Goods unless it has first given to ALL, in writing, full details of the same and obtained the written consent of ALL to submission of such a Consignment.
- 1.3. For each Consignment, the Customer shall raise a Service Request at least 72 (seventy two) hours in advance of the date on which the Consignment is required to be transported. In the event the Customer fails to provide the complete copy of the Service Request with correct details to ALL within the time period mentioned above, ALL shall have no obligation to provide the End-to-End Logistics Services in relation to such Consignment as per the timelines specified by the Customer.
- 1.4. ALL shall arrange the Vehicles at the Loading Point for loading of the Consignment for transportation of the Consignment to the Loading ICD for onward loading onto the Rakes.
- 1.5. ALL will issue the Consignment Note for the Consignment to the Customer once it is loaded on the Vehicles. Each Service Request and corresponding Consignment Note shall represent a separate transaction in itself.
- 1.6. Upon loading the Consignment on the rakes at the Loading ICD, ALL shall provide a copy of the Rail Receipt for the same to the Customer on written request from Customer.
- 1.7. After the Consignment reaches the Delivery ICD owned by ALL, ALL shall load the Consignment onto the Vehicles and deliver the Consignment to the Consignee at the Delivery Point. For avoidance of doubt, it is hereby clarified that in case the Delivery ICD is not owned by ALL, the loading of Consignment onto the Vehicles will be Customer's responsibility.
- 1.8. For avoidance of doubt, it is hereby clarified that ALL is only required to provide the End-to-End Logistics Services. The Customer shall be responsible for storage of the Consignment at the Loading ICD and/or the Delivery ICD, as the case may be, unless the Customer agrees to avail the Storage Services in accordance with the Contract Documents.

2. CONDITIONS FOR TRANSPORTATION OF CONSIGNMENT

2.1. Transportation of Consignment

- 2.1.1. ALL shall receive and transport the Consignment tendered by the Customer or its authorized representative in an efficient and diligent manner. ALL shall carry the Consignment on a 'direct delivery' basis without any transshipment unless in case of an accident or breakdown.
- 2.1.2. ALL shall be responsible for clearance of Vehicles and Rakes at check-posts and state border entry points during the transportation of the Consignment from the Loading Point to the Delivery Point.
- 2.1.3. Except the documents relating to Vehicles and Rakes, any other documents required for the transport of the Consignment shall be the responsibility of the Customer. Notwithstanding anything to the contrary, in no event shall ALL be responsible to the Customer, the Consignee or any third party if the Consignment or part of it is confiscated by the Governmental Authorities for any reason whatsoever, except on account of improper documents of Vehicle and/or Rakes. The Customer shall indemnify, defend and hold ALL harmless against any claim/penalty, if any, or costs incurred by ALL on this account.
- 2.1.4. The Customer shall ensure that the Consignment and its packaging within which they were packaged by the Customer shall be fit for transport without damage to the Vehicle and the Rakes and/or to the employees, sub-contractors and/or representatives of ALL.

2.2. Delivery

- 2.2.1. ALL shall take reasonable care to ensure the safe delivery of the Consignment to the Consignee once it has issued the Consignment Note. The Consignment shall be transported by ALL at Customer's risk and liability.
- 2.2.2. ALL shall deliver the Consignment to the Delivery Point on the date specified for delivery in the Consignment Note. Upon delivery of the Consignment, the Customer shall be responsible to cause the Consignee to inspect the Consignment and make a note on the Consignment Note of any damage, shortage in quantity, etc. No dispute or claim in relation to the quantity or damage to the Consignment shall be entertained by ALL once the Consignee has inspected the Consignment and accepted the delivery.
- 2.2.3. If for any reason, solely attributable to the Customer or the Consignee, unloading of the Consignment is not carried out at the Delivery Point and on the agreed date, the Customer shall be liable to pay detention charges to ALL, as specified in the Logistics Services Agreement. The Parties agree and acknowledge that reporting of loading time and unloading time in the Consignment Note shall be considered as final for the purposes of calculating detention charges.
- 2.2.4. The Customer agrees and acknowledges that ALL shall not be held responsible for any delay in delivery due to, including but not limited to, the following reasons, and no penalty shall be levied on or debited from ALL's account, if:

- (a) the Consignment is held by ALL at some place other than the Delivery Point at the request of or for the convenience of the Customer or the Consignee, or because the Customer or Consignee refuses or is unable to take delivery at the Delivery Point;
- (b) the Consignment (or part thereof) is confiscated or detained by any Governmental Authorities;
- (c) the Consignee or its authorized representative is unavailable at the Delivery Point; and/or
- (d) the scheduled delivery date falls on a Sunday/ non-Business Day and the Consignment is delivered on the next Business Day.

2.3. Losses

2.3.1. ALL shall, within a reasonable period of ALL becoming aware of any loss to the Container or Consignment, arising out of (including but not limited to) accident, pilferage, theft, strike, riot, civil commotion, intimate the Customer and shall provide necessary assistance to the Customer by providing documentary evidences, available with ALL, in relation to such loss as may be required by the Customer for lodging an insurance claim. For avoidance of any doubt, in no event shall ALL be liable for any loss arising due to an event of Force Majeure and/or no fault of ALL.

2.3.2. In case of any losses caused due to ALL's negligence or default, ALL shall provide the Customer with the details of such loss and shall provide reasonable assistance to the Customer to claim insurance of such losses.

3. FREIGHT CHARGES AND PAYMENT

- 3.1. The Parties agree and acknowledge that the Charges and other payment terms shall be as per the terms specified in the Logistics Services Agreement.
- 3.2. For each Consignment, ALL shall submit an Invoice for all Charges to the Customer along with a relevant supporting document no later than 2 (Two) working days from the date of unloading of the Consignment at the Delivery Point. The Customer shall make the payment in advance as intimated by the ALL from time to time.
- 3.3. The Invoice raised shall be inclusive of all expenses for End-to-End Logistics Services or any other actual expenses incurred by ALL in fulfilling its obligations under the Contract Documents. Goods and services tax, freight or any other charges or taxes as applicable on the day of invoicing shall be extra and borne by the Customer and all applicable taxes required to be deducted at source shall be deducted by the Customer at the time of payment of any such Invoice.

SECTION – C
(Applicable to First Mile Connectivity)

1. SERVICES

- 1.1. ALL shall provide the First Mile Connectivity Services to the Customer and transport the Consignment as consigned by the Customer from the Loading Point to the Loading ICD.
- 1.2. The Customer may request for additional services to be provided by ALL. ALL may provide such services at its sole and absolute discretion and on the terms and conditions that shall be separately agreed between the Parties prior to commencement of additional services. Notwithstanding anything to the contrary, the Customer shall not submit to ALL any Consignment containing dangerous, illegal, verminous, infested, contaminated or condemned Goods unless it has first given to ALL, in writing, full details of the same and obtained the written consent of ALL to submission of such a Consignment.
- 1.3. For each Consignment, the Customer shall raise a Service Request at least 72 (seventy two) hours in advance of the date on which the Consignment is required to be transported. In the event the Customer fails to provide the complete copy of the Service Request with correct details to ALL within the time period mentioned above, ALL shall have no obligation to provide the End-to-End Logistics Services in relation to such Consignment as per the timelines specified by the Customer.
- 1.4. ALL shall arrange the Vehicles at the Loading Point for loading of the Consignment for transportation of the Consignment to the Loading ICD for onward loading onto the Rakes.
- 1.5. ALL will issue the Consignment Note for the Consignment to the Customer once it is loaded on the Vehicles. Each Service Request and corresponding Consignment Note shall represent a separate transaction in itself.
- 1.6. After the Consignment reaches the Loading ICD owned by ALL, ALL shall unload and deliver the Consignment to the Consignee at the Loading ICD. For avoidance of doubt, it is hereby clarified that in case the Loading ICD is not owned by ALL, the unloading of Consignment onto the Vehicles will be Customer's responsibility.
- 1.7. For avoidance of doubt, it is hereby clarified that ALL is only required to provide the First Mile Connectivity Services. The Customer shall be responsible for transportation of the Consignment from the Loading ICD to the Delivery ICD and from the Delivery ICD to the Delivery Point and for storage of the Consignment at the Loading ICD and/or the Delivery ICD, as the case may be, unless the Customer agrees to avail, and ALL agrees to render, such Rail Transportation Services, the Last Mile Connectivity Services and/or the Storage Services in accordance with the Contract Documents.

2. CONDITIONS FOR TRANSPORTATION OF CONSIGNMENT

2.1. Transportation of Consignment

- 2.1.1. ALL shall receive and transport the Consignment tendered by the Customer or its

authorized representative in an efficient and diligent manner. ALL shall carry the Consignment by road on a 'direct delivery' basis without any transshipment.

2.1.2. ALL shall be responsible for clearance of Vehicles at check-posts and state border entry points during the transportation of the Consignment from the Loading Point to the Loading ICD.

2.1.3. Except the documents relating to Vehicles and Rake, any other documents required for the transport of the Consignment shall be the responsibility of the Customer. Notwithstanding anything to the contrary, in no event shall ALL be responsible to the Customer, the Consignee or any third party if the Consignment or part of it are confiscated by the Governmental Authorities for any reason whatsoever, except on account of improper documents of Vehicles and/or Rakes. The Customer shall indemnify, defend and hold ALL harmless against any claim/penalty, if any, or costs incurred by ALL on this account.

2.1.4. The Customer shall ensure that the Consignment and its packaging within which they were packaged by the Customer shall be fit for transport without damage to the Vehicle and/or to the employees, sub-contractors and/or representatives of ALL.

2.2. Delivery

2.2.1. ALL shall take reasonable care to ensure the safe delivery of the Consignment to the Consignee once it has issued the Consignment Note. The Consignment shall be transported by ALL at Customer's risk and liability.

2.2.2. ALL shall deliver the Consignment to the Loading ICD on the date specified for delivery in the Consignment Note. Upon delivery of the Consignment, the Customer shall be responsible to cause the Consignee to inspect the Consignment and make a note on the Consignment Note of any damage, shortage in quantity, etc. No dispute or claim in relation to the quantity or damage to the Consignment shall be entertained by ALL once the Consignee has inspected the Consignment and accepted the delivery.

2.2.3. If for any reason, solely attributable to the Customer or the Consignee, unloading of the Consignment is not carried out at the Loading ICD and on the agreed date, the Customer shall be liable to pay detention charges to ALL, as specified in the Logistics Services Agreement. The Parties agree and acknowledge that reporting of loading time and unloading time in the Consignment Note shall be considered as final for the purposes of calculating detention charges.

2.2.4. The Customer agrees and acknowledges that ALL shall not be held responsible for any delay in delivery due to, including but not limited to, the following reasons, and no penalty shall be levied on or debited from ALL's account, if:

(a) the Consignment is held by ALL at some place other than the Loading ICD at the request of or for the convenience of the Customer or the Consignee, or because the Customer or Consignee refuses or is unable to take delivery at the Loading ICD;

(b) the Consignment (or part thereof) is confiscated or detained by any

Governmental Authorities;

- (c) the Consignee or its authorized representative is unavailable at the Loading ICD; and/or
- (d) the scheduled delivery date falls on a Sunday/ non-Business Day and the Consignment is delivered on the next Business Day.

2.3. Losses

2.3.1. ALL shall, within a reasonable period of ALL becoming aware of any loss to the Container or Consignment, arising out of (including but not limited to) accident, pilferage, theft, strike, riot, civil commotion, intimate the Customer and shall provide necessary assistance to the Customer by providing documentary evidences, available with ALL, in relation to such loss as may be required by the Customer for lodging an insurance claim. For avoidance of any doubt, in no event shall ALL be liable for any loss arising due to an event of Force Majeure and/or no fault of ALL.

2.3.2. In case of any losses caused due to ALL's negligence or default, ALL shall provide the Customer with the details of such loss and shall provide reasonable assistance to the Customer to claim insurance of such losses.

3. FREIGHT CHARGES AND PAYMENT

- 3.1. The Parties agree and acknowledge that the Charges and other payment terms shall be as per the terms specified in the Logistics Services Agreement.
- 3.2. For each Consignment, ALL shall submit an Invoice for all Charges to the Customer along with relevant supporting documents no later than 2 (two) working days from the date of unloading of the Consignment at the Loading ICD. The Customer shall make the payment in advance as intimated by the ALL from time to time.
- 3.3. The Invoice raised shall be inclusive of all expenses for First Mile Connectivity Services or any other actual expenses incurred by ALL in fulfilling its obligations under the Contract Documents. Goods and services tax, freight or any other charges or taxes as applicable on the day of invoicing shall be extra and borne by the Customer and all applicable taxes required to be deducted at source shall be deducted by the Customer at the time of payment of any such Invoice.

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SECTION – D
(Applicable to Last Mile Connectivity)

1. SERVICES

- 1.1. ALL shall provide the Last Mile Connectivity Services to the Customer and transport the Consignment as consigned by the Customer from the Delivery ICD to the Delivery Point.
- 1.2. The Customer may request for additional services to be provided by ALL. ALL may provide such services at its sole and absolute discretion and on the terms and conditions that shall be separately agreed between the Parties prior to commencement of additional services. Notwithstanding anything to the contrary, the Customer shall not submit to ALL any Consignment containing dangerous, illegal, verminous, infested, contaminated or condemned Goods unless it has first given to ALL, in writing, full details of the same and obtained the written consent of ALL to submission of such a Consignment.
- 1.3. For each Consignment, the Customer shall raise a Service Request at least 72 (seventy two) hours in advance of the date on which the Consignment is required to be transported. In the event the Customer fails to provide the complete copy of the Service Request with correct details to ALL within the time period mentioned above, ALL shall have no obligation to provide the Last Mile Connectivity Services in relation to such Consignment as per the timelines specified by the Customer.
- 1.4. ALL will issue the Consignment Note for the Consignment to the Customer once it is loaded on the Vehicles. Each Service Request and corresponding Consignment Note shall represent a separate transaction in itself.
- 1.5. After the Consignment reaches the Delivery Point, ALL shall deliver the Consignment to the Consignee at the Delivery Point.
- 1.6. For avoidance of doubt, it is hereby clarified that ALL is only required to provide the Last Mile Connectivity Services. The Customer shall be responsible for transportation of the Consignment from the Loading Point to the Loading ICD and from the Loading ICD to the Delivery ICD and for storage of the Consignment at the Loading ICD and/or the Delivery ICD, as the case may be, unless the Customer agrees to avail, and ALL agrees to render, the First Mile Connectivity Services, the Rail Transportation Services and/or the Storage Services in accordance with the Contract Documents.

2. CONDITIONS FOR TRANSPORTATION OF CONSIGNMENT

2.1. Transportation of Consignment

- 2.1.1. ALL shall receive and transport the Consignment tendered by the Customer or its authorized representative in an efficient and diligent manner. ALL shall carry the Consignment on a 'direct delivery' basis without any transshipment.
- 2.1.2. ALL shall be responsible for clearance of Vehicles at check-posts and state border entry points during the transportation of the Consignment from the

Delivery ICD to the Delivery Point.

2.1.3. Except the documents relating to the Vehicles, any other documents required for the transportation of the Consignment shall be the responsibility of the Customer. Notwithstanding anything to the contrary, in no event shall ALL be responsible to the Customer, the Consignee or any third party if the Consignment or part of it are confiscated by the Governmental Authorities for any reason whatsoever, except on account of improper documents of Vehicles. The Customer shall indemnify, defend and hold ALL harmless against any claim/penalty, if any, or costs incurred by ALL on this account.

2.1.4. The Customer shall ensure that the Consignment and its packaging within which they were packaged by the Customer shall be fit for transport without damage to the Vehicle and/or to the employees, sub-contractors and/or representatives of ALL.

2.2. **Delivery**

2.2.1. ALL shall take reasonable care to ensure the safe delivery of the Consignment to the Consignee once it has issued the Consignment Note. The Consignment shall be transported by ALL at Customer's risk and liability.

2.2.2. ALL shall deliver the Consignment to the Delivery Point on the date specified for delivery in the Consignment Note. Upon delivery of the Consignment, the Customer shall be responsible to cause the Consignee to inspect the Consignment and make a note on the Consignment Note of any damage, shortage in quantity, etc. No dispute or claim in relation to the quantity or damage to the Consignment shall be entertained by ALL once the Consignee has inspected the Consignment and accepted the delivery.

2.2.3. If for any reason, solely attributable to the Customer or the Consignee, unloading of the Consignment is not carried out at the Delivery Point and on the agreed date, the Customer shall be liable to pay detention charges to ALL, as specified in the Logistics Services Agreement. The Parties agree and acknowledge that reporting of loading time and unloading time in the Consignment Note shall be considered as final for the purposes of calculating detention charges.

2.2.4. The Customer agrees and acknowledges that ALL shall not be held responsible for any delay in delivery due to, including but not limited to, the following reasons, and no penalty shall be levied on or debited from ALL's account, if:

- (a) the Consignment is held by ALL at some place other than the Delivery Point at the request of or for the convenience of the Customer or the Consignee, or because the Customer or Consignee refuses or is unable to take delivery at the Delivery Point;
- (b) the Consignment (or part thereof) is confiscated or detained by any Governmental Authorities;
- (c) the Consignee or its authorized representative is unavailable at the Delivery Point; and/or

- (d) the scheduled delivery date falls on a Sunday/ non-Business Day and the Consignment is delivered on the next Business Day.

2.3. Losses

2.3.1. ALL shall, within a reasonable period of ALL becoming aware of any loss to the Container or Consignment, arising out of (including but not limited to) accident, pilferage, theft, strike, riot, civil commotion, intimate the Customer and shall provide necessary assistance to the Customer by providing documentary evidences, available with ALL, in relation to such loss as may be required by the Customer for lodging an insurance claim. For avoidance of any doubt, in no event shall ALL be liable for any loss arising due to an event of Force Majeure and/or no fault of ALL.

2.3.2. In case of any losses caused due to ALL's negligence or default, ALL shall provide the Customer with the details of such loss and shall provide reasonable assistance to the Customer to claim insurance of such losses.

3. FREIGHT CHARGES AND PAYMENT

3.1. The Parties agree and acknowledge that the Charges and other payment terms shall be as per the terms specified in the Logistics Services Agreement.

3.2. For each Consignment, ALL shall submit an Invoice for all Charges to the Customer along with relevant supporting documents no later than 2 (Two) working days from the date of unloading of the Consignment at the Delivery Point. The Customer shall make the payment in advance as intimated by the ALL from time to time.

3.3. The Invoice raised shall be inclusive of all expenses for Last Mile Connectivity Services or any other actual expenses incurred by ALL in fulfilling its obligations under the Contract Documents. Goods and services tax, freight or any other charges or taxes as applicable on the day of invoicing shall be extra and borne by the Customer and all applicable taxes required to be deducted at source shall be deducted by the Customer at the time of payment of any such Invoice.

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SECTION – E
(Applicable for Rail Transportation Services)

1. SERVICES

- 1.1. ALL shall provide Rail Transportation Services to the Customer and transport the Consignment as consigned by the Customer from the Loading ICD to the Delivery ICD.
- 1.2. The Customer may request for additional services to be provided by ALL. ALL may provide such services at its sole and absolute discretion and on the terms and conditions that shall be separately agreed between the Parties prior to commencement of additional services. Notwithstanding anything to the contrary, the Customer shall not submit to ALL any Consignment containing dangerous, illegal, verminous, infested, contaminated or condemned Goods unless it has first given to ALL, in writing, full details of the same and obtained the written consent of ALL to submission of such a Consignment.
- 1.3. For each Consignment, the Customer shall raise a Service Request at least 72 (seventy two) hours in advance of the date on which the Consignment is required to be transported. In the event the Customer fails to provide the complete copy of the Service Request with correct details to ALL within the time period mentioned above, ALL shall have no obligation to provide the Rail Transportation Services in relation to such Consignment as per the timelines specified by the Customer.
- 1.4. Upon loading the Consignment on the Rakes at the Loading ICD, ALL shall provide a copy of the Rail Receipt for the same to the Customer.
- 1.5. After the Consignment reaches the Delivery ICD owned by ALL, ALL shall unload and deliver the Consignment to the Consignee at the Delivery ICD.
- 1.6. For avoidance of doubt, it is hereby clarified that ALL is only required to provide the Rail Transportation Services. The Customer shall be responsible for transportation of the Consignment from the Loading Point to the Loading ICD and from the Delivery ICD to the Delivery Point and for storage of the Consignment at the Loading ICD and/or the Delivery ICD, as the case may be, unless the Customer agrees to avail, and ALL agrees to render, the First Mile Connectivity Services, the Last Mile Connectivity Services and/or the Storage Services in accordance with the Contract Documents.

2. CONDITIONS FOR TRANSPORTATION OF CONSIGNMENT

2.1. Transportation of Consignment

- 2.1.1. ALL shall receive and transport the Consignment tendered by the Customer or its authorized representative in an efficient and diligent manner. ALL shall carry the Consignment on a 'direct delivery' basis without any transshipment.
- 2.1.2. ALL shall be responsible for clearance of Rakes at check-posts and state border entry points during the transportation of the Consignment from the Loading ICD to the Delivery ICD.

2.1.3. Except the Documents relating to the Rakes, any other documents required for the transportation of the Consignment shall be the responsibility of the Customer. Notwithstanding anything to the contrary, in no event shall ALL be responsible to the Customer, the Consignee or any third party if the Consignment or part of it are confiscated by the Governmental Authorities for any reason whatsoever, except on account of improper documents of Rakes. The Customer shall indemnify, defend and hold ALL harmless against any claim/penalty, if any, or costs incurred by ALL on this account.

2.1.4. The Customer shall ensure that the Consignment and its packaging within which they were packaged by the Customer shall be fit for transport without damage to the Vehicle and the Rakes and/or to the employees, sub-contractors and/or representatives of ALL.

2.2. Delivery

2.2.1. ALL shall take reasonable care to ensure safe delivery of the Consignment to the Consignee once it has issued the Consignment Note. The Consignment shall be transported by ALL at Customer's risk and liability.

2.2.2. ALL shall deliver the Consignment to the Delivery ICD on the date specified for delivery in the Consignment Note. Upon delivery of the Consignment, the Customer shall be responsible to cause the Consignee to inspect the Consignment and make a note on the Consignment Note of any damage, shortage in quantity, etc. No dispute or claim in relation to the quantity or damage to the Consignment shall be entertained by ALL once the Consignee has inspected the Consignment and accepted the delivery.

2.2.3. If for any reason, solely attributable to the Customer or the Consignee, unloading of the Consignment is not carried out at the Delivery ICD and on the agreed date, the Customer shall be liable to pay detention charges to ALL, as specified in the Logistics Services Agreement. The Parties agree and acknowledge that reporting of loading time and unloading time in the Consignment Note shall be considered as final for the purposes of calculating detention charges.

2.2.4. The Customer agrees and acknowledges that ALL shall not be held responsible for any delay in delivery due to, including but not limited to, the following reasons, and no penalty shall be levied on or debited from ALL's account, if:

- (a) the Consignment is held by ALL at some place other than the Delivery ICD at the request of or for the convenience of the Customer or the Consignee, or because the Customer or Consignee refuses or is unable to take delivery at the Delivery ICD;
- (b) the Consignment (or part thereof) is confiscated or detained by any Governmental Authorities;
- (c) the Consignee or its authorized representative is unavailable at the Delivery ICD; and/or
- (d) the scheduled delivery date falls on a Sunday/ non-Business Day and the Consignment is delivered on the next Business Day.

2.3. Losses

2.3.1. ALL shall, within a reasonable period of ALL becoming aware of any loss to the Container or Consignment, arising out of (including but not limited to) accident, pilferage, theft, strike, riot, civil commotion, intimate the Customer and shall provide necessary assistance to the Customer by providing documentary evidences, available with ALL, in relation to such loss as may be required by the Customer for lodging an insurance claim. For avoidance of any doubt, in no event shall ALL be liable for any loss arising due to an event of Force Majeure and/or no fault of ALL.

2.3.2. In case of any losses caused due to ALL's negligence or default, ALL shall provide the Customer with the details of such loss and shall provide reasonable assistance to the Customer to claim insurance of such losses.

3. FREIGHT CHARGES AND PAYMENT

3.1. The Parties agree and acknowledge that the Charges and other payment terms shall be as per the terms specified in the Logistics Services Agreement.

3.2. For each Consignment, ALL shall submit an Invoice for all Charges to the Customer along with a relevant supporting document no later than 2 (Two) working days from the date of unloading of the Consignment at the Delivery ICD. The Customer shall make the payment in advance as intimated by the ALL from time to time.

3.3. The Invoice raised shall be inclusive of all expenses for Rail Transportation Services or any other actual expenses incurred by ALL in fulfilling its obligations under the Contract Documents. Goods and services tax, freight or any other charges or taxes as applicable on the day of invoicing shall be extra and borne by the Customer and all applicable taxes required to be deducted at source shall be deducted by the Customer at the time of payment of any such Invoice.

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SECTION – F
(Applicable for Storage Services)

1. SERVICES

- 1.1. ALL shall provide the Storage Services to the Customer at the Loading ICD and/or Delivery ICD, as the case may be, for the Consignment consigned by the Customer.
- 1.2. The Customer may request for additional services to be provided by ALL. ALL may provide such services at its sole and absolute discretion and on the terms and conditions that shall be separately agreed between the Parties prior to commencement of additional services.
- 1.3. For each Consignment, the Customer shall raise a Service Request at least 72 (seventy two) hours in advance of the date on which the Consignment is required to be stored. The Service Request, *inter alia*, provide description and quantity of Goods and the period for which the Storage Services are required. In the event the Customer fails to provide the complete copy of the Service Request with correct details to ALL within the time period mentioned above, ALL shall have no obligation to provide the Storage Services in relation to such Consignment as per the timelines specified by the Customer.
- 1.4. After the Consignment reaches the Loading ICD or the Delivery ICD, as the case may be, ALL issued a Consignment Note for the same to the Customer.
- 1.5. Any Consignment stored pursuant to the Logistics Services Agreement shall be stored at ALL's discretion in any one or more buildings at the ICD complex identified in the Logistics Services Agreement. The identification of any specific location within the warehouse complex does not constitute a representation that the Consignment shall be stored there.
- 1.6. For avoidance of doubt, it is hereby clarified that ALL is only required to provide the Storage Services. The Customer shall be responsible for transportation of the Consignment from the Loading Point to the Loading ICD and from the Delivery ICD to the Delivery Point, as the case may be, unless the Customer agrees to avail, and ALL agrees to render, such First Mile Connectivity Services, Rail Transportation Services and/or the Last Mile Connectivity Services in accordance with the Contract Documents..

2. CONDITIONS FOR STORAGE OF CONSIGNMENT

2.1. Storage of Consignment

- 2.1.1. All Consignments tendered for storage or handling shall be delivered by the Customer at Loading ICD or the Delivery ICD, as the case may be, properly marked and packed for handling as reasonably determined by ALL. ALL shall store and deliver a Consignment in the packages in which they were originally received.
- 2.1.2. ALL shall take reasonable care to ensure the safe storage of the Consignment once it has issued the Consignment Note. The Consignment shall be stored by

ALL at Customer's risk and liability.

2.1.3. Unless otherwise specifically indicated in the Logistics Services Agreement, the Customer shall furnish, at or prior to tender of the Consignment, a manifest showing marks, brands or sizes to be kept and accounted for separately and, if to be stored, the class of storage desired. If such information is not specifically indicated in either the Logistics Services Agreement or such manifest, ALL may commingle and store the Consignment in bulk or assorted lots and in a class of storage at the discretion of ALL and charges for such storage will be made at then applicable rates as set forth in the Logistics Services Agreement. ALL shall not be responsible for segregating the Consignment by production code date or otherwise unless specifically agreed to in writing.

2.1.4. The Customer warrants that the Consignment tendered for storage or handling do not contain dangerous, illegal, verminous, infested, contaminated or condemned Goods and that the Goods do not now and will not in the future present or constitute a danger to ALL, its affiliates or its employees, to other products or to the ICD.

2.1.5. If, in the opinion of ALL, the Consignment is about to deteriorate or decline in value to less than the amount of ALL's lien under the Contract Documents, or there is a threat of damage to the Consignment, to other property, to the ICD, or to persons, ALL may provide a 24 (twenty four) hours' notice to the Customer to immediately remove the Consignment. All Charges relating to the Consignment to be removed shall be paid prior to removal. If such Consignment is not so removed and said charges paid, ALL may sell the Consignment as provided by Applicable Law and shall be entitled to exercise any other rights it has under Applicable Law with respect to such Consignment.

2.1.6. If, in the opinion of ALL, the Consignment may constitute a hazard to other property or to the ICD or to persons, ALL may, without any prior notice to the Customer, remove such Consignment and sell or dispose-off it as permitted by Applicable Law without any liability to the Customer. All charges related to such removal, sale and disposition shall be paid by Customer.

2.2. **Handover**

2.2.1. ALL shall handover/ deliver the Consignment to the Consignee at the Loading ICD or the Delivery ICD, as the case may be, on the date specified for delivery in the Consignment Note. Upon delivery of the Consignment, the Customer shall be responsible to cause the Consignee to inspect the Consignment and make a note on the Consignment Note of any damage, shortage in quantity, etc. No dispute or claim in relation to the quantity or damage to the Consignment shall be entertained by ALL once the Consignee has inspected the Consignment and accepted the delivery.

2.2.2. If for any reason, solely attributable to the Customer or the Consignee, delivery of the Consignment is not carried out at the Loading ICD or the Delivery ICD, as the case may be, and on the agreed date, the Customer shall be liable to pay detention charges to ALL, as specified in the Logistics Services Agreement. The Parties agree and acknowledge that reporting of delivery time and date in the Consignment Note shall be considered as final for the purposes of calculating detention charges.

2.2.3. The Customer agrees and acknowledges that ALL shall not be held responsible for any delay in delivery due to, including but not limited to, the following reasons, and no penalty shall be levied on or debited from ALL's account, if:

- (a) the Consignment is held by ALL at some place other than the ICD at the request of or for the convenience of the Customer or the Consignee, or because the Customer or Consignee refuses or is unable to take delivery at the relevant ICD;
- (b) the Consignment (or part thereof) is confiscated or detained by any Governmental Authorities;
- (c) the Consignee or its authorized representative is unavailable at the relevant ICD; and/or
- (d) the scheduled delivery date falls on a Sunday/ non-Business Day and the Consignment is delivered on the next Business Day.

2.3. Losses

2.3.1. ALL shall, within a reasonable period of ALL becoming aware of any loss to the Container or Consignment, arising out of (including but not limited to) accident, pilferage, theft, strike, riot, civil commotion, intimate the Customer and shall provide necessary assistance to the Customer by providing documentary evidences, available with ALL, in relation to such loss as may be required by the Customer for lodging an insurance claim. For avoidance of any doubt, in no event shall ALL be liable for any loss arising due to an event of Force Majeure and/or no fault of ALL.

2.3.2. In case of any losses caused due to ALL's negligence or default, ALL shall provide the Customer with the details of such loss and shall provide reasonable assistance to the Customer to claim insurance of such losses.

3. STORAGE CHARGES AND PAYMENT

3.1. The Parties agree and acknowledge that the Charges and other payment terms shall be as per the terms specified in the Logistics Services Agreement.

3.2. [All Consignments are stored on a month-to-month basis, unless otherwise agreed in writing. Unless otherwise agreed in writing, all Consignments stored at any ICD owned or leased by ALL or its affiliates will be stored on either a split month basis or anniversary date basis in accordance with the custom and practice at such ICD. If stored on a split month basis, a full month's storage charge will apply on all Consignments received between the first and 15th, inclusive, of a calendar month, one-half month's storage charge will apply on all Consignments received between the 16th and the last day, inclusive, of a calendar month, and a full month's storage charge will apply to all Consignments in storage on the first day of the next and succeeding calendar months. If stored on an anniversary date basis, a full month's storage charge will apply for each storage month during which any Goods of a Consignment are in storage.]

3.3. ALL shall submit an Invoice on monthly basis on 2nd day of the month for the previous

months. . The Customer shall make the payment in advance as intimated by the ALL from time to time and the same will be adjusted with the monthly billing.

- 3.4. The Invoice raised shall be inclusive of all expenses for End-to-End Logistics Services or any other actual expenses incurred by ALL in fulfilling its obligations under the Contract Documents. Goods and services tax, freight or any other charges or taxes as applicable on the day of invoicing shall be extra and borne by the Customer and all applicable taxes required to be deducted at source shall be deducted by the Customer at the time of payment of any such Invoice.

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ANNEXURE – I

Logistics Services Agreement

LOGISTICS SERVICES AGREEMENT

Customer Reference No. _____

Date: _____

Date of Agreement											
Effective Date of Agreement											
Term of Agreement											
Place of Execution											
Name of the Company	Adani Logistics Limited (“ ALL ”)										
Address of the Company	Registered Office: Adani House, Near Mithakhali Six Roads, Navrangpura, Ahmedabad Corporate Office: Adani House, Plot No. 83, Sector-32, Institutional Area, Gurugram-122 001										
Name of the Customer											
Address of the Customer											
Permanent Account Number of the Customer											
E-mail Address of the Customer											
Contact Number of the Customer											
Name, Address and Contact Number of the Representative of the Customer / Authorised Representative											
Services	<table> <tr> <td>First Mile Connectivity</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Last Mile Connectivity</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Rail Logistics Services</td> <td><input type="checkbox"/></td> </tr> <tr> <td>End-to-End Logistics Services</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Storage Services</td> <td><input type="checkbox"/></td> </tr> </table> <p>(please insert “Yes” for the selected services)</p>	First Mile Connectivity	<input type="checkbox"/>	Last Mile Connectivity	<input type="checkbox"/>	Rail Logistics Services	<input type="checkbox"/>	End-to-End Logistics Services	<input type="checkbox"/>	Storage Services	<input type="checkbox"/>
First Mile Connectivity	<input type="checkbox"/>										
Last Mile Connectivity	<input type="checkbox"/>										
Rail Logistics Services	<input type="checkbox"/>										
End-to-End Logistics Services	<input type="checkbox"/>										
Storage Services	<input type="checkbox"/>										

Customer: _____

(sign here)

ALL: _____

(sign here)

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. General Terms & Conditions for Logistics Services

- 1.1. The Customer agrees to abide by **General Terms and Conditions for Logistics Services** (available on www.adanilogistics.com) and the General Terms and Conditions shall be deemed as a part of the Agreement.
- 1.2. This Agreement is a part of the Contract Documents and the Contract Documents shall constitute the entire agreement of the Parties and supersede all prior agreements and understanding of the Parties, oral and written, with respect to the subject matter contained herein.
- 1.3. If there is any discrepancy, inconsistency, ambiguity or conflict within or between the General Terms and Conditions and/or any other Contract Document etc., the terms of the General Terms and Conditions shall prevail.
- 1.4. The terms used herein but not defined shall have the meaning ascribed to such terms in the General Terms and Conditions.

2. Documents

- 2.1. The Customer shall comply with all the applicable laws, rules, regulations, formalities and requirements of documentation for movement and storing of the Goods and Containers.
- 2.2. All documentation for the movement and storing of the Goods and Containers will be provided by the Customer well in time for dispatch of the Consignment from the Loading Point.

3. Containers

- 3.1. Each Container after loading will be sealed by Customer at the Loading Point by using ALL's or Customer's seal. ALL will not be held liable for any shortages, leakage or damage to Goods if the seal is intact at Delivery Point.
- 3.2. In case a Consignment with intact seal is delivered at the Delivery Point, it will be conclusive evidence that ALL has complied with its responsibility fully and same will never be disputed by the Customer at later stage.
- 3.3. Any charges relating to shifting of container shall be on Customer's Account as per the General Tariff unless otherwise agreed.
- 3.4. In case of a Consignment received without seal at destination, the Customer must inform respective ICD operation staff before the Consignment is unloaded. A joint inspection must precede unloading of the Consignment for any claim to be entertained.
- 3.5. Any loss / damage to container during unloading / loading / handling / Transportation by Customer or any loss or damage to Vehicle or Rake because of wrong / improper stuffing or de-stuffing of Goods shall be on Customer's Account and the Customer shall be liable to pay damages to the ALL determined by a valuer appointed by ALL.

Customer: _____
(sign here)

ALL: _____
(sign here)

4. Weight

- 4.1. The Customer shall adhere to the safe weight limit of a Vehicle or Rake, as the case may be.
- 4.2. No Container shall be loaded beyond the gross weight of the Vehicle or Rake, as the case may be. Any over loading shall attract penalty of INR 5000/- (Indian Rupee Five Thousand) per metric ton and shall be debited to the Customer immediately.
- 4.3. The Customer shall be liable to pay penalty charged by Indian Railways in case of mis-declaration in Goods weight or Goods type.
- 4.4. Any damage / loss / liability to ALL as result of excess weight will be recovered from the Customer.
- 4.5. Any penalties/ levies in form of challan etc. imposed by any government or statutory authorities because of excess weight shall be exclusive responsibility of the Customer.

5. Rates and Charges

- 5.1. The rates shall be as per the Rate Chart annexed as Annexure I herewith.
- 5.2. Any port or via movement charges will be on Customer's account.
- 5.3. The Rate Chart shall be subject to amendment at ALL's sole discretion and for any reason whatsoever, including but not limited to, increase in fuel rates, market conditions, changes in routes, revision in haulage rates by Indian railways and/or negotiation between the Parties. In the event of any amendment to the Rate Chart, ALL shall share the amended Rate Chart with the Customer (duly executed by its authorized representative or through Email) which shall be deemed to be accepted by the Customer if no protest is raised against the amended Rate Chart within 2 (two) Business Days of its receipt.
- 5.4. The fuel rate shall be monitored on a monthly basis and any resultant increase in fuel rates will be considered from corresponding next week.
- 5.5. For every $x\%$ increase in the fuel rate, there shall be corresponding $x\%$ increase in the freight rate.
- 5.6. The rates are exclusive of all Taxes and Duties, loading, unloading, *hamali* charges and expenses paid to any labour union at the Loading Point or Unloading Point and any other charges applicable to the transactions herein. Terminal tax, octroi and other taxes and charges shall be reimbursed at actual on submission of original receipts.
- 5.7. In case of movement of Goods and Containers at Customer request from rail to road, the calculation of difference in the cost and risk associated with such movement will be on Customer's account.
- 5.8. The Detention Charges shall be levied and calculated as per the provisions of General Terms and Conditions.

6. Invoice

- 6.1. The Invoice shall be delivered to the abovementioned address of the Customer as per Annexure-I from the date of unloading of Goods at the Delivery Point.

Customer: _____
(sign here)

ALL: _____
(sign here)

- 6.2. Discrepancies in Invoices/ debit notes are to be informed and reconciled within 15 (fifteen) Business days of receipt. No claim will be entertained thereafter.
- 6.3. The Customer shall pay the Invoice amount and/or any payment due (without any demur or protest) as per Annexure-I from date of receipt of Invoice or payment demand.
- 6.4. Any payment beyond the mentioned time periods shall attract an interest of 18% (eighteen percent) per annum calculated at pro rata basis.
- 6.5. Volume discount bills, if any, agreed by ALL, may be raised by the Customer within 30 (thirty) days of movement of Goods. No volume discount bill will be entrained after the expiry of the abovementioned period. Further the volume discount, if any, shall be paid to the Customer only after fulfilling its minimum quantity commitment and on time payments of the bills.
- 6.6. The Customer shall make payment in favour of “Adani Logistics Limited” by way of NEFT/ RTGS or cheque as per below bank account details. Further, on transfer of funds, the Customer shall provide a payment advice to ALL simultaneously including the reference of Invoice.

Beneficiary Account number	10922320000193
Beneficiary Bank Name	HDFC Bank Limited
Beneficiary Bank IFSC Code	HDFC0001092
Beneficiary Bank Branch Address	B-88, Bhishm Pitamah Marg, Defense Colony, New Delhi -110024

7. Lien

- 7.1. ALL shall have general and specific lien over the Goods and Containers, including but not limited to, a right to withhold the Consignment entrusted by the Customer for logistics services against any amount due to it towards any service rendered or proposed to be rendered by ALL.

8. Loss and Liability

- 8.1. ALL is only acting as a facilitator to the Customer for Logistics Services and shall not be responsible for or liable to the Customer for:
- (a) any consequential or indirect loss or damage;
 - (b) loss of profit, revenue, savings, demurrage, ground rent, port congestion charge or terminal congestion charge or detention;
 - (c) missed / delay Rail or Road movement or vessel or contracts;
 - (d) any claims in contract, tort or otherwise, including any death, personal injury, damage or loss, in relation to the use of any ICD and/or any Logistics Services;
 - (e) any loss / damage to the Goods during road transit for any reason whatsoever, including, but not limited to, theft, delay, accident, act of God, force majeure etc.;
 - (f) any loss/ damage to the Goods during storage due to force majeure; and/or
 - (g) injury to goodwill or reputation, or delay howsoever caused.
- 8.2. The Customer shall have to establish gross negligence on part of ALL before registering any claim under this Agreement or otherwise.
- 8.3. In case of any loss / damage to a Container in ALL’s custody, the maximum liability of ALL shall be limited to the depreciated value of the Container or the actual cost of the repair,

Customer: _____
(sign here)

ALL: _____
(sign here)

whichever is lower. Provided, under no circumstances, the depreciated value of the Consignment shall not exceed the following amounts:

- (a) In the case of any 20', 20'HC Container: depreciated value of the Container or INR 25,000/- (Indian Rupees Twenty Five Thousand Only) ,whichever is lower;
- (b) In the case of any Container of more than 40', 40 HC Container: depreciated value of the Container or INR 45,000/- (Indian Rupees Forty Five Thousand Only), whichever is lower; and
- (c) Any other container not specified herein: the depreciated value of the Container or INR 75,000/- (Indian Rupees Seventy Five Thousand Only), whichever is lower.

8.4. In case of any loss / damage to the Goods during rail movement, the maximum liability of ALL under the Contract Documents shall be limited to the amount of claim received from Indian Railways.

8.5. Notwithstanding anything to the contrary, the maximum liability of ALL due to gross negligence of ALL shall be limited to an amount calculated @ 1 Special Drawing Rate (SDR) per Kg / Lt. of the Consignment value declared on the Invoice or INR 5,00,000/- (Indian Rupees Five Lacs Only), whichever is lower. Further, the maximum aggregate liability of ALL to the Customer in any calendar year regardless of the cause of such claim shall in no circumstances exceed INR 5,00,000/- (Indian Rupees Lacs Only).

9. Insurance

9.1. The Goods and Containers are carried by ALL are at Customer's risk and the insurance of the Goods along with the Container will be on Customer's account and the Customer's shall take "All Risk Insurance Cover" with waiver of subrogation clause as to any insurer's action against ALL, its employees, agents and representatives etc.

9.2. Where any claim of ALL relates to a claim by any third party against the Customer, at the request of ALL and at ALL's cost, the Customer will cooperate with ALL or its insurers, in the defense, settlement and/or counter claim. ALL shall not be liable for any claims which are time barred as per applicable laws of India.

10. Termination

Either Party may, at any time, terminate this Agreement for its convenience by giving [30 (thirty)] days' written notice of termination to the other Party without assigning any reason.

11. Governing Law and Jurisdiction

The Agreement shall be governed by Indian laws and the courts at Ahmedabad, Gujarat shall have the exclusive jurisdiction over any dispute arising under the Contract Documents.

Customer: _____
(sign here)

ALL: _____
(sign here)

IN WITNESS WHEREOF THE PARTIES TO THE AGREEMENT HAVE SIGNED ON THE DAY AND YEAR ABOVE WRITTEN

Signed and delivered by the within named **Customer**,

Signed and delivered by the within named **ALL** through its duly authorized representative,

Signature: _____

Signature: _____

In the presence of _____

In the presence of: _____

Date: _____

Date: _____

Customer: _____
(*sign here*)

ALL: _____
(*sign here*)

ANNEXURE-II

(Please insert the rate chart)

Customer: _____
(*sign here*)

ALL: _____
(*sign here*)