

GENERAL TERMS AND CONDITIONS FOR ICD MOVEMENT

The General Terms and Conditions shall apply to all Customers availing Services from Continental Multimodal Terminals Private Limited

DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

For the purpose of General Terms and Conditions unless repugnant to the meaning or context thereof, the following expressions shall have the following meanings:

- 1.1.1. 'Continental Multimodal Terminals Private Limited' or 'CMT' means a company incorporated under the Companies Act, 1956 and governed by the laws of India, having its Registered Office at 6-3-713, 1st Floor, Panjagutta, Hyderabad, Telangana - 500082 & Logistics Interface Park: 04-16, Thimmapur, Kothur Mandal, RangaReddy District, Telangana – 509325 (which expression unless contrary to the context of meaning hereof shall include its successors, administrators, representatives and assigns).
- 1.1.2. 'Cargo' means goods not prohibited under any loaded and sealed in container and the Owner or the Owner's Representative having lawful ownership and possession.
- 1.1.3. 'ICD' means the Inland Container Depot including the land, premises and/or facility belonging or used by Service Provider and/or its Owners where, amongst other things, containers are parked, stacked, stuffed, de-stuffed, repaired, stored etc and Cargoes are packed and cleared.
- 1.1.4. 'Charges' means the charges contemplated under Article 7.
- 1.1.5. 'Container' means any 20', 40', HC, Reefer & includes any closed container & transportable on flat bed trailer and/or rake or any similar article used to consolidate Goods and any equipment associated or attached thereto.
- 1.1.6. 'Container Seal' means the seal put by the Owner after stuffing the container with cargo.
- 1.1.7. 'Door to Door' means the First Mile Connectivity and Last Mile Connectivity.
- 1.1.8. 'First Mile Connectivity' means the movement of sealed container/Truck/Tipper from point of origin to ICD only in case the movement of the sealed container/Truck/Tipper from the Owners place or any other place as specified by the Owner or the Owner's Representative is on account of Service Provider.
- 1.1.9. 'Fee' means the fee contemplated under Article 7.
- 1.1.10. 'Force Majeure Event' means any event or circumstance or combination of events whenever occurring which is directly caused by or results from in Clause

9.3 of these Terms for so long as such event or the inability to perform continues, and:

(i) is outside the control of the party affected by the Force Majeure Event;
(ii) could not be avoided, prevented or overcome with reasonable foresight, prudence and diligence or otherwise by taking action according to good industry practices; and
(iii) materially prevents, hinders or delays performance of all or a material part of the obligations of the party affected by the Force Majeure Event;

- 1.1.11. 'General Tariff' is the tariff published by the Service Provider on website [www.CMT.in] from time to time.
- 1.1.12. 'Intimation' means communication by person authorized by the Owner.
- 1.1.13. 'Invoice' means the invoice issued by the Service Provider to the Owner or the Owner's representative for the movement of the Cargo.
- 1.1.14. 'Last Mile Connectivity' means the movement of container/Truck/ from ICD to Point of Customer Destination or any other place as specified by the Owner or the Owner's Representative is on account of Service Provider.
- 1.1.15. 'Owner or Customer' means the person having the lawful ownership and possession of the cargo and its Representative.
- 1.1.16. 'Party' means either the Customer or the Service Provider and includes that Party's successors and permitted assigns and "Parties" shall be construed accordingly.
- 1.1.17. 'Person' means any natural person, company, firm, body corporate of unincorporated association or body, including any Government or governmental or statutory instrumentality or port authority.
- 1.1.18. 'Point of Acceptance' (Service Provider) means acceptance of sealed container by Service Provider's representative at the Point of Origin.
- 1.1.19. 'Point of Acceptance' (Owner) means acceptance of sealed container by Owner's representative at the Point of Destination.
- 1.1.20. 'Point of Origin' means the Owner's or ICD or any other place as specified by the Owner from where the possession of the cargo is transferred to Service Provider for movement up to the Point of Destination.
- 1.1.21. 'Point(s) of Destination' means the Owner's or ICD or any other place as specified by the Owner where the possession of the cargo is delivered to Owner by the Service Provider.
- 1.1.22. 'Railways' means the Railway Administration, Indian Railways and or any other relevant authority specified by Indian Railways.
- 1.1.23. 'Requirements' means all laws applicable with respect to rendering Services.

- 1.124. 'Service' means Services provided by the Service Provider to the Owner as set out in Article 3 hereto.
- 1.125. 'Service Provider' means Continental Multimodal Terminals Private Limited & its Representative.
- 1.126. 'Service Commencement Time' means when the acceptance of sealed container by the Service Provider representative.
- 1.127. 'Terms' means General Terms and Conditions as stated herein.
- 1.128. 'Terminal' means ICD or any other point where loading and unloading activity of Container of Rakes in the premises.
- 1.129. 'Version' means the number assigned to these Terms and as mentioned on the Invoice issued by the Service Provider.
- 1.130. 'Validity' means these General Terms and Conditions & supersedes all previous terms and conditions entered with the Owner and shall remain valid till new Version is introduced and mentioned on the Invoice.

1.2 Principles of Interpretation

1.2.1 Headings are inserted for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provisions.

1.2.2 The words 'include', 'includes' and 'including' shall be deemed to be followed by the phrase 'without limitation' and general words introduced by the word 'other' or any similar nature shall not be given restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things.

1.2.3 References to statutory provisions, enactment shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision, enactment, to any previous enactment which has been replaced or amended and to any regulation, instrument or order or other subordinate legislation made under such provision, enactment, except where expressly stated to the contrary.

1.2.1 References to 'persons' (or to a word importing a person) shall be construed so as to include:

- (i) individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, any government or State or any agency of a government or State or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
- (ii) References to a person's representative shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives.

ARTICLE 2
TERMS, ACCEPTANCE OF TERMS AND EFFECTIVE DATE

2.1 Terms

2.1.1 The Service Provider shall render Services to the Owner in accordance with these Terms.

2.1.2 Reference to the Terms set out below includes those incorporated herein all reference or updated or modified by Service Provider from time to time by introduction of new versions and available on (www.CMTL.in). For the removal of doubts, it is clarified that continued use of the Service(s) shall constitute an acknowledgement and acceptance by the Owner of the Terms as stated herein and the Amendments made therein.

2.2 Acceptance of Terms

2.2.1 The Owner has accepted all the Terms contained herein. The Services shall be provided under these Terms and any operating rules or policies that may be published on, (www.CMTL.in) which together with these Terms and any Amendments shall comprise the entire understanding between Service Provider and the Owner with respect to the Services and shall supersede all prior Terms entered between the parties.

2.3 Effective Date

2.3.1 These Terms shall come into full force and effect as on the date on which Service Provider accepts the Container at the Point of Acceptance by the Service Provider rendering Services (directly or through his representative) and till the acceptance of Container at Point of Destination.

ARTICLE 3
SCOPE

3.1 Services

3.1.1 In consideration of the Owner making payment of Fee and Charges to Service Provider and subject to and in accordance with Terms contained herein, Service Provider shall render all or any of the following services to the Owner, commencing from the Effective Date.

- i) First Mile Connectivity
- ii) Rail Movement: Movement via Rail from ICD to different places in India & Vice versa. This rail service is provided through an agreement with Container Train Operators (CRRS/CONCOR) and is offered on a "best effort basis".
- iii) Last Mile Connectivity
- iv) Cargo Handling Services: De-Stuffing / Stuffing of Cargo from/to Containers; Unloading/loading of Cargo from/to Road Transport Vehicles.
- v) Warehousing facility
- vi) Ancillary Services: Lashing / Chocking / Fumigation / Container Repairs/ Weighment of Cargo / Containers/ Plugging etc.

ARTICLE 4

OBLIGATIONS OF SERVICE PROVIDER

4.1 Personnel

Service Provider shall be responsible for engagement and maintenance of its personnel, which shall include all payment obligations, whether statutory or otherwise, in respect of such personnel.

4.2 Insurance

Service Provider shall at its cost and expense provide insurance for the equipment owned by Service Provider.

ARTICLE 5

OBLIGATIONS OF THE OWNER

5.1 Communication

The Owner Representatives and Service Provider Representatives will develop a code of communication for enabling effective implementation of these Terms. The activity of Stuffing and de-stuffing will be undertaken by the Service Provider at the specific request of the Owner and with the risk and liability solely on account of the Owner. The activity may be supervised / guided by the Owner or his representative. Charges are applicable as per tariff.

5.2 Sealing of Containers

The Owner shall be responsible for ensuring that the Containers are sealed prior to the delivery to the Service Provider for rendering the Services.

5.2.2 The Service Provider shall not be bound to undertake for movement of any Container the seal of which is damaged on the face of it.

5.3 Compliance with Handling Over and Taking Over Procedures

The Owner shall ensure that suitably qualified personnel (including surveyor) are available at the time of handling of sealed Container at the Point of Origin and to delivery at the Point of Destination. In the event of failure of the Owner to take the possession of the Cargo at Point of Destination, the Service Provider reserves the right to deal with the Cargo as it thinks reasonable and prudent including the right to sell without assigning any reasons thereof.

5.4 Facilities and Movement

The Owner will provide adequate facilities for loading of the sealed Container at Point of Origin and Point of Destination.

5.5 Payments

Owner shall make payment of Fees and Charges in accordance with Article 7.

5.6 Insurance

5.6.1 Owner shall, at its cost and expense, take and maintain a comprehensive insurance cover under the insurance policy for the Cargo and Containers during all the times starting from Point of Origin when the sealed Container is accepted by the Service Provider till the delivery at the Point of Destination by the Service Provider.

5.6.2 Owner's insurance policy shall include a waiver of subrogation clause as to any insurer's action against Service Provider, its employees and representatives.

5.7 Documentation and Statutory Compliance

5.7.1 The Owner shall comply with all applicable laws, rules, regulations, formalities and requirements of documentation procedures as laid down by the statutory organization and be guided as per the law of the land, whether or not instructed by Service Provider.

5.7.2 The Owner shall ensure that weight limits for all Container is strictly adhered to, in case the same is not done by the Owner, the Service Provider cannot be held responsible or liable for any loss to Container or Cargo during handling at ICD during its movement at any point of time. Further any damage/loss to the Service Provider as result of excess weight will be recovered from the Owner. Further any penalties / levies in form challan etc imposed by the Government or any statutory authorities because of excess weight shall be exclusive responsibility of the Owner.

5.7.3 The Owner guarantees that they will provide complete documentation which are required by the law of the land, including and not limited to GST, customs etc and to complete all paper works prior to the movement of sealed Container at Point of Origin. Any delay in movement Cargo/Container due to inadequate paper work shall be Customer responsibility. Further all fines, penalties, levies and charges imposed and charged by the Government or its agencies in such cases shall be the liability of Customer and will be recovered from them.

5.7.4 The Owner shall be exclusively responsible for any illegal transshipment and the Customer shall be responsible to make good the loss suffered by the Service Provider as result of such transshipment. Further the Owner shall not consign any contraband, illegally procured or dangerous articles or goods and/or give false description and quantity of the article or goods consigned to the Service Provider. In such case the Owner shall be responsible to make good the loss suffered by the Service Provider.

5.7.5 ICD would be responsible for the cargo received and stuffed into the container as a Custodian. If there is a discrepancy in the quantities mentioned in the S.Bill / BOE than what has actually been received the same needs to be informed to the Customs.

5.8 Registration Obligations

5.8.1 In consideration of availing services it is represented that the Owner is of legal age to enter into a binding contract and are not a person barred from receiving the Services under the laws of India or other applicable law(s).

5.8.2 The Owner hereby understands that the Service may include certain communications from Service Provider or such as service announcements and administrative messages. The Owner understands and agrees that the Service is provided on a "AS IS" basis and that neither Service Provider nor any of its affiliate or group companies assume any responsibility for the same.

5.8.3 The Owner also agree to: (i) provide true, accurate and complete information about itself and authorized beneficiaries and if the Owner provide any information that is untrue, inaccurate, not current or incomplete or Service Provider has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Service Provider has the right to suspend or terminate these Terms and refuse any and all current or future use of any Service and recover the necessary expenditure incurred and damages.

5.9 Electronic Communications

When the Owner visit(www.CMTL.in) or sends emails to the Service Provider, it is agreed and understood that the Owner is communicating with the Service Provider electronically and consents to receive communications from the Service Provider electronically. The Service Provider shall communicate with the Owner through email or by posting notices on (www.CMTL.in). The Owner agree that all terms, notices, disclosures and other communications that the Service Provider provides to the Owner electronically shall be sufficient and shall be binding between the Service Provider and the Owner as to the subject matter thereof.

5.10 In respect of the Services, the Owner shall promptly pay all invoices issued in accordance with these Terms, promptly perform each task as required by these Terms and observe and perform any relevant obligation under any and all Applicable Laws, statutes and regulations in relation to the use of Services.

ARTICLE 6
LIEN AND LIMITATION OF LIABILITY

- 6.1 **Lien**
The Service Provider shall have lien (general/specific) over the consignment/Cargo entrusted by the Owner for transportation in respect of any amount due to it towards any Service rendered or proposed to be rendered by the Service Provider.
- 6.2 **Limitation of Liability**
- 6.2.1 The Service Provider shall have no liability towards the Owner once the intact Sealed Container is delivered at Point of Destination.
- 6.2.2 The Service Provider liability shall be not exceeding the value of service provided against the affected container by the Service Provider in case seal is found damaged at the Point of Destination and there is a loss of cargo and it is established that the seal was broken or damaged due to the negligence of the Service Provider.
- 6.2.3 The Service Provider's liability shall be limited to the value settled by the Rail Carrier in case there is any damage to the Cargo during the Rail Movement.
- 6.2.4 The Service Provider is only acting as a facilitator for the First Mile and Last Mile Connectivity; hence Service Provider incurs no liability towards any damage to Cargo/Container during the same. It will be in the interest of the Owner to insure the cargo while the same is moving on Road.
- 6.2.5 No claim of any description shall be filed against the Service Provider after 3 weeks from the date of availing the Services.

Service Provider's liability for loss of and/or damage to all Containers in the custody of Service Provider (during Rail/within its ICD Transit and Storage) where such loss and/or damage was caused by the gross negligence or wilful default of Service Provider, its agent, servants or Sub-Contractors and the maximum liability of Service Provider to the Customer/Owner in relation to each incident for each Container shall be the lesser of either the depreciated value of the Container or the actual cost of the repair provided always that under no circumstances shall the claim exceed the following amounts:

- a) Depreciated value of the Container or Rs.25000/- (Rupees Twenty Five Thousand Only) in the case of any 20', 20'HC Container whichever is lower;
- b) Depreciated value of the Container or Rs.45000/- (Rupees Forty Five Thousand Only) in the case of any Container or more than 40', 40 HC Container whichever is lower;
- c) Any other container not specified herein the Depreciated value of the Container or Rs.75000/- (Seventy Five Thousand Only) whichever is lower. For the avoidance of doubt, in the absence of gross negligence or willful default, Service Provider shall have no liability for such loss and/or damage to the container/cargo.

6.2.6 Service Provider shall not be responsible for or liable to the Customer/Owner for:

- a) any consequential or indirect loss or damage; or
- b) loss of profit, revenue, savings or contracts; injury to goodwill or reputation, delay howsoever caused, including breach by Service Provider of its obligations under the Terms or its breach of duty, negligence or gross negligence.

6.2.7 Where Service Provider's claim relates to a claim by any third party against the Owner, at the request of Service Provider and at Service Provider's cost, the Owner shall cooperate with Service Provider or its insurers, in the defence, settlement and/or counter claim.

6.2.8 Save as provided in these Terms, Service Provider shall not be under any liability to the Owner whether in contract, tort or otherwise in respect of the use of ICD Usage and any logistics for any death, personal injury, damage or loss resulting from availing such services from the Service Provider.

6.2.9 Service Provider shall not be liable for any claims which are time barred as per prevalent limitation legislation in India.

6.2.10 The Service Provider shall not be liable for any loss or damage to a Container or Cargo, death or personal injury to the extent that such loss, damage, death or injury is caused by or contributed to by defective protection or packing, latent or natural wastage or contamination of Cargo, misdeclared Cargo information.

ARTICLE 7
PAYMENT AND TAXES

7.1 Fee and Charges

7.1.1 In consideration of the Service Provider rendering Services to the Owner, the

- Owner shall be liable to pay to the Service Provider, the following Fee
- a) As separately agreed between the Owner and the Service Provider;
 - b) In case no rate is agreed between the Parties, the General Tariff as applicable;
 - c) Further in case no rate is agreed and there is no General Tariff, the rate as may be decided by the Service Provider.

7.1.2 Charges:

- The Owner shall be liable to pay;
- (i) All taxes, charges and levies, except income tax with respect to receivables by the Service Provider.
 - (ii) The Trailer Detention charges (in case of Door to Door Delivery) to the Service Provider by Owner of Rs. 2000 per day (only applicable in case the Owner avails First Mile and Last Mile Connectivity)
 - (iii) Free Time at the ICD: The same will be governed by the General Tariff published by Service Provider from time to time.
 - (iv) Handling Charges:
 - a) As separately agreed between the Owner and the Service Provider
 - b) In case no rate is agreed between the Parties, the General Tariff is applicable.
 - c) Further in case no rate is agreed and there is no General Tariff, the rate as may be decided by the Service Provider.

7.1.3 In case any special activity is being carried by the Service Provider Then published General Tariff will be applicable. The Service Provider will recover extra for any services rendered for connecting Cargo as per the applicable tariff.

7.2 Time of making payments

The Customer undertakes to pay all dues as per invoices raised by the Service Provider within the time period as agreed between the Service Provider and Owner. All payments are to be made by A/c Payee cheque drawn in favour of 'Continental Multimodal Terminals Private Limited' or direct credit to 'Continental Multimodal Terminals Private Limited' account through RTGS or NEFT.

Bank Details:

COMPANY NAME	:	CONTINENTAL MULTIMODAL TERMINALS PRIVATE LIMITED
BANK	:	RBL BANK
ACCOUNT NO	:	409000552443
IFSC CODE	:	RATN0000112
BRANCH	:	HYDERABAD

7.3 Interest on Delayed Payments

In the event of failure to make payments by the Owner as specified in Clause 7.2 in accordance with the terms contained herein, the Owner shall be liable to pay interest at the rate of 18% per annum on delayed payments, calculated from the date of invoice till the actual date of payment thereof.

7.4 Revision of Rates

The rates for the activity to be undertaken in accordance with have been finalized and agreed upon between the Service Provider and the Owner. Any upward revision in the rail freight as announced by the Indian Railways Authorities shall be applicable with immediate effect.

7.5 Penalties

In the event the Owner provides the wrong weight of Container to the Service Provider, the following penalties will be applicable:

(1) Wrong declaration of weight at the time of audit – Difference in freight of actual weight and wrongly declared weight + Goods and service tax;

(2) Wrong declaration of weight at the time of weighing of rakes - Difference in freight of actual weight and wrongly declared weight + Goods and service tax plus Railway imposed

The penalty applicable would be as per CTO's discretion.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of the Service Provider

8.1.1 The Service Provider hereby represents and warrants to the Owner as follows:

(i) Service Provider is competent to undertake the activities as specified in these terms and perform the terms hereof. The execution, delivery and performance of this Terms does not conflict with or violate or is in breach of any law, rule, regulation, judgment, order or agreement by which the Service Provider is bound; and

(ii) These Terms have been duly informed by the Service Provider before undertaking any activity there under and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms.

8.2 Representations and Warranties of the Owner

8.2.1 The Owner hereby represents and warrants to the Service Provider as follows:

(i) The Owner is competent to execute and perform the Terms hereof;

(ii) The Terms stated have been duly read and agreed by the Owner and the Services are availed only after reading and understanding and agreed to them in the manner they are expressed;

- (iii) The Terms will constitute, valid and legally binding rights and obligations of the Owner in accordance with its terms;
- (iv) The performance of the Terms is within its powers and has been duly authorised by all requisite corporate and other action and will not contravene any provisions of or constitute a default under, any other agreement or instrument to which it is a party or by which it may be bound;
- (v) The Owner shall comply fully with the Terms;
- (vi) The Owner shall pay the Fees and Charges in accordance with the Terms.

ARTICLE 9 FORCE MAJEURE EVENT

- 9.1 A party shall not be liable for any delay in the performance of, or any failure to perform, its obligations under these Terms caused by Force Majeure Event for so long as the inability to perform continues provided it gives prompt notification to the other party of (i) the event of Force Majeure Event and its likely duration (ii) the obligation(s) which are affected, and how affected, and provided that it takes all reasonable steps to mitigate the effects of Force Majeure Event.
- 9.2 During the occurrence of a Force Majeure Event, if CMT continues to perform services, the Customer shall be liable to pay for the services at the agreed rates, as if no Force Majeure Event had occurred.
- 9.3 A Force Majeure Event shall include, but not be limited to, the following categories or circumstances of a natural or general nature, including:
- (i) acts of God;
 - (ii) explosions including nuclear explosion, radioactive, biological or chemical contamination;
 - (iii) landslides, earthquakes and tsunamis;
 - (iv) epidemic, plague or quarantine;
 - (v) war (whether declared or not), civil war, invasion, embargo, military coup, revolution or armed conflict on a national scale;
 - (vi) riot, civil commotion, insurrection on a massive or national scale;
 - (vii) adverse weather conditions;
 - (viii) any order / communication from any government/ quasi government authorities, restraining the Operator/Customer from carrying on business;
 - (ix) any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect, of any government authority.

ARTICLE 10
OTHER PROVISIONS

10.1 Period and Termination

10.1.1 Period: These Terms shall come into force and effect as on the Effective Date and continue to remain valid till the delivery of Containers at Point of Destination.

10.2 Termination and Effect of Termination

10.2.1 The Service Provider reserves the right to terminate the Terms immediately without assigning any reason thereof on the failure of the Owner to comply with any of the terms and conditions stated herein.

10.2.2 Rights and obligations accrued prior to termination shall survive the termination of the Terms.

10.2.3 Termination of these Terms shall not affect provisions which are intended to survive termination of the Term, including provisions of Dispute Resolution and Governing Law and Jurisdiction.

10.3 Amendment: CMT reserves the right to amend the Terms. It is understood and agreed that the Terms as on the date that the Customer shall avail the Services shall apply and govern the relationship between CMT and the Customer.

10.4 Notices:

10.4.1 A Party notifying or giving notice under these General Conditions must notify the other Party:

- (a) in writing;
- (b) in English;
- (c) at the address of the recipient specified below or as varied by notice given in accordance with this clause; and
- (d) the notice is left at or sent by registered post, e-mail or facsimile to that address.

A. to CMT at: Continental Multimodal Terminals Private Limited

**Registered office: 6-3-713, 1st Floor, Topaz Building,
Panjagutta, Hyderabad -500082**

B. to the Customer: at the address intimated to CMT

10.4.2 Receipt

A notice given in accordance with this clause will be taken to have been received:

- (a) if delivered by hand to the recipient's address, on the date of delivery, as long as delivery is acknowledged in writing by the recipient;

- (b) if sent by registered post, 5 days after posting; and
 - (c) if sent by facsimile or e-mail, on the first working day at the recipient's address, after transmission.
- 10.5 **Governing Law and Jurisdiction:** These Terms shall be governed by and construed in accordance with the laws of India. For any disputes, issues arising hereunder shall be determined by the Court at Mumbai.
- 10.6 **Dispute Resolution:**
 - a Any and all disputes/differences or claims arising under the Terms or out of or in connection with the execution, interpretation, performance, or non- performance of the Terms or any or all of the foregoing shall be solely and finally settled by arbitration under the Arbitration and Conciliation Act, 1996 or any other statutory modification or re-enactment thereof for the time being in force. All arbitration proceedings shall be conducted in English language by an arbitral tribunal comprising of 3 arbitrators. The parties agree that one arbitrator shall be appointed by each party, and the third presiding arbitrator shall be appointed by agreement of the two party-appointed arbitrators.
 - b. Either Party shall be entitled to apply to the appropriate competent court only and exclusively in Mumbai for interim or interlocutory relief in respect of such arbitration.
 - c The award of the Arbitral Tribunal shall be final and binding on the Parties.
 - d The arbitration proceedings shall be held in Mumbai.
 - e The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration, and including, without limitation, the fees of the Arbitral Tribunal, shall be borne as may be determined by the Arbitral tribunal.
 - f When any dispute is under arbitration, except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Terms of Business during the pendency of the arbitration proceedings
- 10.7 **Relationship:** It is expressly agreed and understood that the performance of Services by CMT does not constitute any partnership or agency between CMT and the Customer. The Customer shall not be entitled to commit or bind CMT in any manner.
- 10.8 **Assignment:** The Customer shall not be entitled to assign encumber, sub-lease or transfer any benefit or transfer any obligation arising under the Terms without the prior express written permission of CMT.

- 10.9 Sub-contract: CMT expressly reserves the right to engage the service of sub-contractors for the performance of the Services or any service ancillary or incidental to the performance of the Services.
- 10.10 Severability: If any provision or part of a provision of these Terms is, or is found, by any authority or court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of these Terms, all of which shall remain in full force and effect.
- 10.11 Waiver: All waivers under these Terms shall be in writing, and failure at any time by CMT to require the Customer's performance of any obligation under these Terms shall not affect the right of CMT subsequently to require performance of that obligation.
- 10.12 Service Agreement ("SA"): In cases where a SA has been signed by the Customer with CMT the terms of the SA shall apply and for matters not covered under the SA the terms set out in the Terms shall apply. In the event of conflict between the Terms and the SA, the SA shall prevail.
- 10.13 Compliance With Laws: The Customer shall ensure that in relation to the provision of the Services contemplated under Terms, it shall comply with all relevant laws, rules, regulations and statutes, including all labour and employee related laws. The Customer shall obtain and maintain all necessary consents, permits, licences and approvals for the provision of the Services provided by CMT.
- 10.14 Confidentiality: The Parties shall, both during the Term and thereafter, treat as confidential and privileged, any information coming to any of them regarding the business of each other and shall use such information solely for the purposes of performing its obligations under the Terms. For the purposes of this Clause, "information" shall include, without limitation, software, practices, techniques, trade secrets, technology, processes and know how. Further, neither Party shall knowingly use or permit the use of any Confidential Information obtained during their relationship to the disadvantage of the other Party or for the profit of its own or any third party's interest.
- 10.15 Survival:
- 10.15.1 Clause 1 (Definitions and Interpretation), Clause 10.14 (Confidentiality), Clause 10.5 (Governing Law), Clause 10.6 (Dispute Resolution), and Clause 10.4 (Notices) shall survive termination of these General Conditions.
- 10.15.2 Any terms, covenants, provisions or conditions of the General Conditions which expressly or by their nature survive the termination of the General Conditions shall continue in full force and effect subsequent to and notwithstanding such termination, and shall not be cease to operate upon the termination, until such terms, covenants, provisions and conditions are satisfied or by their nature expire.

10.16 Compliance with DP World Policies:

The Customer shall make themselves aware of DP World Anti-Bribery and Corruption Policy and thereby agree to abide by the same. The Customer shall further agree to take necessary steps to adopt a similar policy within their organization and monitor its effective implementation to stop any bribery and corruption activities between the parties and the concerned stakeholders.

The Customer shall ensure compliance with all national and international rules and regulations relating to human and labour rights including applicable laws prohibiting slavery and human trafficking.

The Customer undertakes to abide by the objectives as set in the Safety and Security policy of the Company and assure to communicate the requirement to all their respective employees when working in the terminal premises or on the vessel at berth in the terminal.