

## ANNEXURE- II

### General Terms and Conditions:-

1. You will arrange as many Trucks/Trailers as required by JINDAL STAINLESS STEELWAY LIMITED , within 24 hours for long Route and Within 12 hours for local Route of telephonic advice for transportation of goods to various stations. In case you are unable to arrange the required No. of trucks/ trailers then JSSL, without any further notice to you, shall be at liberty to get the transportation work done through some other agency at the prevailing market rates and the difference of transportation charges/incidental charges borne by JSSL would be recovered from you.
2. In case of any incident of theft or loss of goods in any manner in transit, you shall intimate about the same to JSSL within 24 hours in writing.
3. The transit time for transportation from JINDAL STAINLESS STEELWAY LIMITED, Pathreri, Gurgaon to various stations is given in the Annexure excluding loading and unloading day. You have to ensure that the material should be delivered at the destination in good condition or in the same condition which were loaded within the stipulated delivery schedule otherwise a penalty @ Rs. 75- PMT per day would be levied and the penalty charges be deducted from your bills. You will allow 48 hours as the free time for loading having distance more than 250 km at JINDAL STAINLESS STEELWAY LIMITED and for other destinations falling within 100 to 250 KM 24 hours and less than 100 km 12 hrs should be as the free time for loading and unloading at such destinations. If the vehicles are detained for more than stipulated hours mentioned above either at JINDAL STAINLESS STEELWAY LIMITED Pathredi or at the customer end JSSL will pay you @ Rs.75/- PMT per day as detention charges. In case of long Route more than 250 km and rs. 75 /- Pmt as a detention charges in case of distance less than 250 Km. Further the National /Public holidays will not be considered for paying detention charges.
4. The freight charges mentioned are firm and not subject to any escalation of whatsoever nature. No amendment/revision will be allowed under any circumstances. No minimum charges will be paid.
5. Normally no transshipment will be allowed, however, in case of failure of machine or accident, the goods can be allowed for transshipment under intimation to JSSL. In any case no increase in transportation charges will be allowed.
6. GR charges will not be paid extra.

7. We reserve the right to terminate the Contract before the contracted period without assigning any reason.
8. Payment will be made within 30 days from the date of submission of bill along with acknowledged GRs.
9. The duplicate copy of invoice (Modvat Copy) must be safely handed over at destination failing which deduction equivalent to excise duty amount on account of misplacement of Modvat Invoice will be made.
10. No extra charges would be paid against the increase in the price of diesel upto 5% increase or decrease in the diesel price .
11. You have to ensure that vehicle No. is confirmed by the consignee along with date of receipt of consignment on the reverse of GR, duly stamped and signed failing which the payment would get delayed till such confirmation is obtained by us.
12. You would follow the latest amendments of Motor Vehicle Act and Rules of various State Government and Central Government. We are liable to pay only the transportation charges as confirmed above and no other charges will of whatsoever nature shall be considered. **Over Load not allowed.**
13. That in case of any dispute between the parties or any condition thereof or interpretation of any condition, the matter will be referred to the sole arbitration of Chief Business Unit, Jindal Stainless Steel way Limited, whose decision/ award shall be final and binding between and upon the parties concerned.
14. You will have to submit the Bank Guarantee or Blank cheque as security purpose.
15. All disputes shall be subject to jurisdiction of Gurgaon Courts only.