


SHIPPING INSTRUCTIONS

Exporter		Invoice No. & Date		Exporter's RBI Code No.					
		Bombay Customs EDP No.							
		Import-Export Code No.							
Consignee		Income Tax A/c No.							
		Freight Forwarder / CHA		11 / 0034					
Notify		 46, Veer Nariman Road, Mumbai - 400 001. Tel. 56334161 • Fax : 022-22044649 Branches : AMD - BLR - DEL - MAA - NAG - PNQ - BDQ - IDR							
		Country of Origin of Goods		Country of Final Destination					
Pre-Carriage by		Place of Receipt by Pre-carrier		FOB Value for customs purpose Rs. Real Value for customs purpose Rs. Invoice FOB Rs. C & F Rs. CIF Rs.					
Vessel/Freight No.		Port of Loading							
Port of Discharge		Place of Delivery							
		Drawback Schedule No.		Drawback Rate					
Marks & Nos./ Container No.		No. & Kind of Pkgs.		Description of Goods		Quantity	Rate	Amount	
Net Weight		Kgs.							
Gross Weight		Kgs.							
INSTRUCTION 1. Please collect goods from _____ _____ 2. Freight paid [] To pay [] 3. Ship before _____ 4. Type of Shipping Bill-Free/DBK/Dutiable/DEPB 5. Insurance covered by us/consignee/by you for Rs. _____ 6. Cheque for Rs. _____ as advance enclosed. 7. Send documents to _____ 8. Banker's name, address & A/c. No. (if drawback claimed)							DOCUMENTS ENCLOSED Contract () Q. C. & Preshipment Letter of Credit () Inspection Certificate () AR4/AR4A () Quota Certificate () GR () Railway/Lorry Receipt () Invoice () Freight Certificate () Packing List () Declarations ()		Total
9. Any other Instruction Declaration : We hereby declare that the above particulars are true and correct							To the Receiving Authority Please receive for shipment the goods described herein subject to FFFAI Standard Trading conditions. @ <div style="border: 1px solid black; padding: 5px; text-align: center;"> Signature of authorised person, Name, Date & Stamp </div>		

25/200 4/04

STANDARD TRADING CONDITIONS

These are the Standard conditions applicable to the members of the Federation of Freight Association in India. These Conditions do not apply when the forwarder acts as a carrier or a combined transport operator.

1. Definitions :

A freight forwarder (hereinafter called FORWARDER) is one who undertakes as a licensed Customs House Agents, customs clearance forwarding of goods on behalf of his customer, including if necessary, procurement and co-ordination of one or more modes of transport. He may also undertake to perform other functions connected with the main contract such as warehousing (including storage in transit) groupage or consolidation, packing, documentation, weighing and measurement of cargo container leasing insurance, foreign exchange transactions etc.

In case he is required to be licensed or approved by the Government or the Public Authorities for the performance of any of his functions, the term 'Freight Forwarder' would mean only such licensed or approved persons.

2. Performance of the Contract :

(a) The Forwarder shall perform his duty with the diligence and shall take care of the goods entrusted to him as man of ordinary prudence thereby protecting the interest of his customers. In the event of the Forwarder agent takes the care of the goods entrusted to him as a man of ordinary prudence he shall not be held responsible for any loss or damages that may be suffered by the goods entrusted to him.

(b) A Customer shall give the Forwarder such Instructions as are necessary for the performance of the contract and the latter shall abide by these Instructions in a manner suited to the requirements of the customer. If however, the Forwarder is satisfied at any stage, that a departure from those instructions is justified in the interest of the customer he shall be at liberty to act accordingly. The Forwarder is not in a position to guarantee a firm date in regard to the arrival of the goods at destination. In the absence of any specific instructions issued by the customer, the Forwarder is free to exercise his discretion in the choice of subcontractors, modes of transport and transportation routes. Provided further that in the absence of any specific instructions in writing the Forwarder shall be at liberty to exercise his own judgement for the delivery of the goods and for transport of the goods as a man of ordinary prudence.

(c) Customer shall advance sums as may be required by the Forwarders for meeting disbursements on account of the customer.

(d) The Forwarder is not responsible for effecting cargo insurance but may arrange such insurance if so instructed by the Customer. In such cases, cargo insurance will be arranged by the Forwarder on account of the Customer on such terms and conditions as may be acceptable to the insurers.

3. Liability of the Freight Forwarder :

(a) The Forwarder is liable only for his own faults attributable to himself for his employees.

(b) The Forwarder shall not be liable to the customer for consequential loss or loss of market however caused.

(c) The Forwarder shall not be liable for acts or omissions of third parties such as reforwarders, carrier etc. provided he has shown due diligence in the choice of such third parties. If it can be proved that he has not done so his liability shall not exceed that of any third party held liable, whom he had contracted with.

(d) The liability of the Forwarder for loss or damage to goods will be fixed on the basis of the market value of the goods at the time of acceptance by the freight forwarder and will not, under any circumstances exceed that market value or a sum at the rate of As. 15/- per kilo of the gross weight of the goods lost or damaged, whichever is less subject to a maximum of Rs. 15,000/- for each occurrence of loss.

(e) The Forwarder may arrange/provide Road Transport for customer and in such event the Forwarder shall not be held responsible as carrier or assume the liability of a carrier

(f) In the event of liability of the Forwarder being sought to be varied, the variation shall only be affected by written document signed by the Forwarder; in the absence of such a document the liability of the Forwarder shall be governed as provided herein.

4. Right to lien and detention :

(a) Constituents shall pay the bills presented by the Forwarders within 15 days of their presentation, failing which penal interest at 3% above Bank's lending rate of interest shall become due and payable.

(b) The Forwarder has a right to lien and right of detention over the goods or other securities and effects lying with his power of disposal in respect of any amount whether already due for payment or not which the Forwarder is entitled to receive in respect of service to the customer. In exercise of the lien under this clause, the Forwarder shall be entitled to dispose the goods, either by public or private sales upon which lien is exercised, to recover his dues, provided that he gives a written notice of at least 7 days to the customer of his intention to do so. The Forwarder is entitled to recover all the balance amount from the customer after recovery of the dues by the sales of the goods under this clause and the right exercised by Forwarder under this clause shall not be deemed to have been waiver of his right to take further legal steps to recover the dues.

5. Time Limit :

Claims against the Forwarder shall be time barred within a period of one year commencing from the day of delivery of the goods to the consignee named in the contract or, if no delivery has taken place, from the date of the conclusion of the Forwarding contract.

6. Jurisdiction :

Unless expressly agreed to the contrary, claims against the Forwarder shall be decided at the principal of his business. All juridical relations between the Forwarder, the customer or authorised person shall together with the application of these conditions, be regulated by India Law.

7. Arbitration :

Any dispute between the Forwarder and the customer arising in connection with the performance of the contract shall be settled in accordance with the provisions of the India Arbitration Act at the principal place of business of the Forwarder, each party appointing an arbitrator and the two arbitrators, in the event of disagreement appointing an umpire whose decision shall be final and binding upon both parties provided the arbitrators to be appointed under this clause shall be appointed only from the panel of arbitrators duly approved by FFFAI.

8. In case the Forwarder has to undertake warehousing of the goods the conditions applicable will be as laid down in the Document finalised by FFFAI with India Bank's Association in September 1979.