

Terms & Conditions

The Shipper/Client acknowledges and accept these terms and conditions and relieves & indemnify M&P Express Logistics (Private) Limited (Formerly OCS Pakistan (Private) Limited / OCS Road & Rail Cargo (Private) Limited (Herein & after referred as M&P) from all types of liabilities, responsibilities, claims, proceedings, suits, etc. against any damage, loss or expense suffered in connection with the services rendered hereunder and also agreeing that M&P will only be responsible for the carriage of document/parcel which is the only function and responsibility of M&P.

By signing this form, the client confirms that he has understood and agrees on all the rates, notes and terms and conditions stated on this and attached page of this agreement and any other annexure(s) attached.

1. M&P Consignment Note:

The Consignment Note of M&P (CN)/CWB/HAWB is non-negotiable and the Shipper/Sender acknowledges that it has been prepared by the Shipper/Sender or by M&P staff on behalf of the Shipper. The Shipper/Client confirms that all the information provided to M&P while booking the shipment are complete and correct including Shippers and Consignee details, goods value declaration etc. In case of any incorrect information or declaration in the CN, the Shipper/Client acknowledges that M&P will be absolved from any liability or responsibility pertaining to loss, damage or expense suffered by the Shipper/Client.

2. No Variation:

These terms and conditions are applicable on all courier and logistics services provided by M&P to the Shipper/Client hereunder. No employee, franchisee, agent of M&P or anyone else has any authority to change any of these terms and conditions, or make any promise on behalf of M&P which is in addition to or conflict with these Terms and Conditions.

3. Right of Inspection of Shipment:

M&P has the right, but not the obligation, to inspect any shipment including without limitation opening the shipment if required by law and/or regulations. In this regard, the Shipper/Client agrees that M&P may open and inspect a shipment for any reason at any time.

4. Lien of Goods Shipped:

M&P shall have a lien on any goods shipped for all freight Charges, Octroi, duties, advances or any other charges of any kind payable by the Shipper/Client hereunder and may refuse to surrender possession of the goods until such charges are paid by the Shipper/Client.

5. Limitation of Liability:

The liability of M&P for any loss or damage to the shipment (which term shall include all document or parcels consigned to M&P under the M&P consignment note) is limited to the lesser of;

5(a) Rs. 100 (Rupee One Hundred Only in case of all shipments with origin and destination with in Pakistan) or Rs. 100 per KG for Road & Rail Cargo (Rupee one hundred in case of all shipment with origin and destination with in Pakistan) US\$ 100 (United Sate Dollar one hundred only in case of a shipment an INT'L origin and destination.

6. Consequential Damages Exclude:

M&P shall not be liable in any consequential or special damages or other indirect loss. However arising, whether or not M&P had acknowledged that such damages might be incurred, including but limited to loss of income, profit, interest, use of contents or loss of market.

7. Liabilities Not Assumed:

The Shipper/Sender acknowledges that the consignment/shipment shall be transported by road and/or air and shall therefore be exposed to all risks associated with such mode of transportation. Subject to the aforesaid, M&P will endeavor to exercise its best efforts to provide expeditious delivery in accordance with regular delivery schedule. M&P endeavor to exercise its best efforts to provide expeditious delivery in accordance with regular delivery schedule; however, M&P will not, under any circumstances be liable for delay in pick up, transport or delivery of any shipment regardless of the cause of such delay. Further M&P shall not be liable if a shipment is lost, damaged, mis-delivered or not delivered because of circumstances beyond its control. These include

7(a) "Act of God" for example earthquake, cyclone, storm and flood or "force majeure" for example war, plane crash or embargo or caused by mishap with M&P.

7(b) The act, default or omission of the Shipper/Client/Client, the or any other party who claims an interest in the shipment (include violation of any terms and condition hereof) or any person other than M&P or of any Government officials or of the Postal service forwarded or other entity or person to whom a shipment is tendered by M&P or transportation to any location not regularly served by M&P regardless of whether the Shipper/Client/Client reported or had knowledge of such third party delivery arrangements.

7(c) The nature of the shipment for any defect, characteristic, inherent vice thereof, even if know to M&P when the Shipper/Client accepted it.

7(d) Electrical or magnetic energy erasure or other such damage to electronic or photographic images or recording in any form.

8. Claims:

Any claim must be brought by the Shipper/Client/Client and delivered in writing to the office of M&P nearest the location at which the shipment was accepted within 30 days of the date of such acceptance, no claim may be made against M&P outside if this time limit.

8(a) No claim for loss or damage will be entertained until all transportation charges have been paid. The amount of any claim may not be deducted from any transportation charges owed to M&P.

8(b) M&P does not maintain records relevant to a shipment of more than 45 days. It will thereof be unable to refer to or produce any such record where it is notified for the same after expiry of the said period of 45 days from the date of shipment.

9. Insurance:

It is mandatory upon shipper to arrange for insurance of all shipment through M&P or any insurance company. M&P liability for loss, pilferage, damage or delay of shipments is limited to Rs. 100/= (Rupees One Hundred only) per domestic consignment and Rs. 1,500/= (Rupees Fifteen Hundred only) per international consignment. No claim will be entertained by M&P exceeding these amounts. Shipments of undeclared value shall be accepted for carriage and delivery "On shipper's Risk Alone".

10. International:

M&P limits the liability for any loss, damage or delay of your shipment or any part of it as follows:

10(a) M&P shall act as agent for its customers and not as transport undertaking according to the Warsaw convention (1929), or the Warsaw convention as amended by the Hague protocol (1955), or the Montreal protocol # 4 (1975) or Montreal convention (1999) and subsequent legislation when consignee documents or goods with a particular carrier whether it be by air, road and rail or sea for onward carriage and without prejudice to its general rights or sea.

10(a) M&P shall act as an agent when consigning documents or goods with the particular carrier whether it is by air, road & rail for onward carriage and without prejudice to its general rights or subrogation hereunder. M&P may take suitable action for the recovery of compensation for any loss or damage to goods/documents if authorized in writing by the customer subject to the condition that all costs, charges and expenses will be paid the customers.

10(c) if M&P has a liability to shipper for whatever reason including but not limited to breach of contract, negligence, willful act or default and none of the above conventions to in 10.a. apply compulsory or such liability is not governed by any of the above mentioned convention pursuant to 10.a. above nor any other law or convention which applies compulsory, or it relates to any services not being carried by road or air the shipper agreed that the liability of M&P by the way of damages is limited to a some not exceeding as mentioned in clause 5.a.

11. Lawfulness of Shipment/Goods:

It is hereby undertaken and confirmed by shipper/client that the shipment/goods being stored/transported hereunder through M&P have been acquired by the Shipper/Client lawfully and no law whatsoever has been breached in acquisition thereof. It is further undertaken and confirmed that all the relevant and necessary documents pertaining to the shipments/goods are in possession of Shipper/Client who will be liable and responsible to provide all and any document as and when required by M&P for their onward submission to any Government Agency/Department/Authority etc.

11(a) It is further undertaken and confirmed that the Shipper/Client shall make himself and/or any documents whatsoever available at all material time and in the event that M&P and/or any Government Agency/Department/Authority etc. has any query in relation to all and any aspect of shipments/goods.

11(b) It is further undertaken and declared that M&P being only responsible for warehousing/transportation of shipments/goods of Shipper, any liability, loss, claim, demand, action, proceeding etc. as may occasion to M&P shall be made good and be fully indemnified by the Shipper/Client in relation thereto.

11(c) All shipments/items are legal commodity and is allowed by Pakistan an International law and doesn't contain any banned/dangerous items.

12. Flash Messages:

Shipper/customer has no objection if M&P sends its promotional and operational messages on his/her given contact numbers/address.

13. Payment Mode:

Settlement of invoice will be only through crossed cheques in favor of M&P Express Logistics (Private) Limited / OCS Road & Rail Cargo (Private) Limited (in accordance with the invoice raised from the

services). M&P will not be liable for any losses resulting if cash or any other mode of payment is used by client.

14. Material Not Acceptable For Transportation:

M&P will not accept cash, prize bonds/defense saving certificates, Negotiable bonds, Antiques, Open/Bearer Cheques, work of art, Bullion, Jewelry, Negotiable Instruments, Stamps, Precious Metals/Stones, Liquor, Drug lose powder, Narcotics, Heroin, Dyes, Oily Stuff, Gums, Pastes, Magnetic Metals/Materials, Liquid, Perishables, Grease, Glues, Battery Cells, Fire arms & explosives, Pornographic/Smuggled goods and imported medicines from India., IATA restricted articles shipments/envelopes containing hate or threatening material against President, Prime Minister, Governor, Ministers, MN's, MPA's and High Officials of Govt, Judiciary, Armed Forces any Religion or sector against any individual any group organization and item the carriage of which is prohibited by any law, regulation or statute of any provincial or federal Government of Pakistan & Mail/Parcels on P.O. Box Addresses. In compliance with Pakistan Post Office Act-1898, M&P would not accept letters or post cards as their carriage is the exclusive privilege of the federal government.

15. Taxes:

GST and any other taxes imposed by local, provincial and federal Govt of Pakistan will be applicable.

16. Rates:

Rates will be increased on yearly basis with mutual understanding at certain percentage.

17. Weight:

Dense or volumetric will be charged whichever is high.