



Terms and Conditions of the Contract of Carriage

The Consignment is accepted by Eauzo, through its employees and agents subject to the terms and conditions set out hereunder. Except Director of Eauzo, no other employee or agent, nor any other person or party, is authorized to make any changes to the terms and conditions.

1. All shipments under this Consignment Note are carried at Owner's risk. The responsibility of Eauzo ceases when the consignee acknowledges the receipt of the consignment by affixing his signature on Consignee / POD Copy.
2. The shipper shall arrange to insure the consignment against transit risk of loss or damage in transit (including theft, pilferage & Non-Delivery damage caused by strikes, riots & civil commotion, acts of god, acts of god, accident, hijacking, rain, fire, breakage & leakage).
3. Eauzo does not guarantee delivery within any specified time & shall not be liable for any delay or detention in transport or delivery due to any unavoidable reason such as insufficient cargo for particular station, unavailability of vehicle with valid national / interstate permit, en-route breakdown, and destination of route or other operational reasons.
4. Eauzo shall be entitled to effect transshipment wherever necessary & shall have the right to cross over the goods to any agent, associate through other mode of transport service for delivery at the destination on their behalf.
5. The shipper warrants that he is owner or the authorized agent if the owner of the goods transported hereunder, and that the shipper hereby Eauzo term and conditions for itself and/or as an agent for and on behalf of any other person having any interest in the shipment.
6. The shipper warrants that each article in the consignment is property described on this consignment note (the same is not physically checked by Eauzo), and it does not contravene the provisions of the ant law for the time being in force. The shipper shall have absolute responsibility for any incorrect, incomplete or false declaration.
7. All the consignment are booked by Eauzo from the shipper in good faith, the consignment shall not contain any such items or material which prohibited or contraband by law. In the event of the consignment the said item or material, the shipper agrees and undertakes to indemnify the Eauzo, For the said material or items sent, the Shipper shall be solely at the Consignor's risk as to the costs and consequences thereof.
8. Packing of the material rendered for the consignment is the responsibility of the shipper, including placement of such material inside the vehicle. The nature, content, quality, condition and weight of the consignment is not disclosed either to Eauzo or its employees or driver of the vehicle and same is carried at "Said to Contain Basis"
9. The transit terminates on arrival of consignment meant for Door Delivery & in other case on expiry of the free time after arrival of consignment at destination.
10. The shipper shall be solely liable for all costs and expenses (which shall without limitation include GST, State and local taxes and imposts) related to the shipments and for costs incurred either in returning the consignment to the shipper or warehousing the consignment pending such return.
11. Any GST or Government or local taxes or duties as may be applicable on this consignment will be payable by the consignee at the time of delivery of the shipment. Eauzo reserves the right of lien on any consignment till all its taxes, duties and charges in respect of government taxes other statutory dues and octroi service charges are paid in full.
12. Vehicle are subject to inspection by the department of transportation, and/or state police, and if explosives, guns, ammunition, flammable products, narcotics, alcoholic beverages, jewelry, furs, money, articles of value, live pets, plants, or contraband etc are found in the vehicle, they will be discarded at shipper's expenses and shipper would be liable for prosecution.
13. In the event of the secure detention of the vehicle carrying the subject consignment while in transit by the central of local government authorities or any other law enforcing agency on the ground that the consignment comprises or include legal contraband or prohibited goods or otherwise, the shipper apart from being liable for prosecution shall be liable to the Eauzo for all detention charges and other related expenses incurred by them in securing the release of the vehicle and the goods been carried therein.

14. Eauzo assumes no liability for any loss, damage or delay due to improper packing or making of shipments. The Eauzo shall not be liable for any loss, damage or non-delivery of the consignment caused on account of act of god, natural calamities, accidents, strike, lockout, Labour disturbance, force majeure occurrence or any other cause reasonable beyond the control of the Eauzo. No claim whatsoever on account of above reason shall be entertained by Eauzo.
15. In case of the consignee refusing to accept the delivery of the shipment, the shipper wants the consignment back to the origin or advising that to delivered to some other destination then re—booking charges will be levied over & above the demurrage charges and all the other charges that have already been incurred should be borne by the shipper.
16. If the consignment is not accepted the parties, when tendered for delivery, for any reason, Eauzo will be entitled to send the consignment to unclaimed goods department to processed with sale of the consignment to realize all dues by issuing due notices before Public Auction. Eauzo will no longer be liable for the said consignment. The shipper will not be able to make any claim in regard to the said consignment.
17. No Claim pertaining to this consignment shall be entertained unless a certificate to that effect would be issue the Eauzo.
18. In case of any dispute, the same will be decided by the sole Arbitrator appointed by the Director, CEO of Eauzo. The demand for appointing arbitrator shall be made by either party of the CEO Eauzo, in case of dispute. The arbitration proceedings will be governed by Arbitration and Conciliation Act, 1996 and amendment thereto. The venue of Arbitration shall be in Kolkata.
19. The Courts in Kolkata exclusively shall have the jurisdiction irrespective of cause of action elsewhere.