# Multi-Modal Transport Document

**Shipper/Consignor**

4G LOGISTICS INDIA PVT LTD  
10 OBS CENTRE NUNGAMBAKKAM HIGH ROAD NUNGAMBAKKAM CHENNAI  
TAMILNADU INDIA 600084 EMAIL: RAM@FRESATECHNOLOGIES.COM

**MTD No.:** PLMAA3JE00081  
**Shipment Reference No.:**

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**Consignee**

AL NASER TRADING COMPANY LLC  
POST BOX : 12356 30 AL MAKTHOOM BUILDING  
NEAR MUBARAK CENTRE ROUND ABOUT  
AL NABHA  
SHARJAH SHARJAH  
UNITED ARAB EMIRATES

**Notify Party**

AL NASER TRADING COMPANY LLC  
POST BOX : 12356 30 AL MAKTHOOM BUILDING  
NEAR MUBARAK CENTRE ROUND ABOUT  
AL NABHA  
SHARJAH SHARJAH  
UNITED ARAB EMIRATES

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**Vessel**

CMA CGM/9887

**Place of Acceptance**

CHENNAI (EX MADRAS), INDIA

**Port of Delivery**

JEBEL ALI, UNITED ARAB EMIRATES

**Port of Discharge**

JEBEL ALI, UNITED ARAB EMIRATES

**Date or period of delivery**

(as expressly agreed upon by the)  
FREIGHT AND CHARGES PAYABLE AT  
CHENNAI

**Freight and Charges Payable at**

CHENNAI

**Net Weight:**

17,000.000 KGS

**Measurement M3:**

24.000 CBM

**STC:** VALVE MATERIALS FOR MACHINERY PARTS

**Freight Prepaid:**

ALL DESTINATION CHARGES ARE CONSIGNEE'S ACCOUNT

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**Mark and Numbers**

<table>
<thead>
<tr>
<th>Container No(s)</th>
<th>No. of Pcs</th>
<th>GR.WT/KGS</th>
<th>NT.WT/KGS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABCU9877666 - 20' DC</td>
<td>125 PACKAGES</td>
<td>18000</td>
<td>17000</td>
</tr>
</tbody>
</table>

**Particulars above furnished by consignee/consignor**

**Freight Amount**

(Freight payable at by consignor/consignee to be mentioned only if expressly agreed by both the consignor/consignee)

**Number of Original MTD**

0 (ZERO)

**Place and Date of Issue**

CHENNAI 28-JAN-19

**Other particulars (if any)/Delivery AgentPort**

FRESA DEMO DUBAI UAE LLC  
DUBAI UNITED ARAB EMIRATES  
TEL: 04-2339876 EMAIL: USER@FRESADEMOCOMPANY.COM

**Weight and measurement of container not be included**

( Authorized Signatory)
may require, without payment of compensation.

5. Formality of presentation of claims (a) The person claiming compensation in respect of any loss or damage to the goods must present his claim in writing to the MTO, within a period of 90 days from the date on which such loss or damage is ascertained, or in the case of delay in delivery, within a period of 90 days from the date on which the goods were delivered, and failing which, such claim shall be deemed to have lapsed.

6. Period of responsibility (a) The responsibility of the MTO for the goods covers the period from the time the goods are handed over to the MTO, until the time when such goods are handed over to the consignee or to another person acting in his behalf, unless the MTO proves the part of the loss, damage or delay in delivery not attributable thereto.

7. Defences and limits for the MTO and his servants: (a) The MTO shall be exonerated from liability where the loss or damage is caused or contributed to by the acts or defaults of a third party. (b) Where fault is found on the part of the MTO, the MTO shall not be liable for the loss or damage unless it is proved that the MTO, taking all the circumstances into consideration, has not exercised all due care to prevent the loss or damage or has been guilty of negligence or fraud.

8. Value of the goods (a) The value of the goods shall be determined according to the current commodity exchange price of any such market price, by reference to the normal value of goods of the same kind available at the place of delivery. (b) In case of loss of, or damage to, its contents and the consignor shall cover any loss of expense incurred by the consignee as a result of such damage.

9. Limitation of liability (a) The limits of liability established in condition 11, 12 and 14 above shall not apply if it is proved that the loss, damage or delay in delivery resulted from an act or omission of the MTO or of any person to whom he has entrusted the goods for the purpose of the Multimodal Transport Contract, done with the intent to cause such loss, damage or delay in delivery, but shall apply in all other cases.

10. Non-application of provisions (a) Notwithstanding the provisions 13(1), if it is proved that the loss, damage or delay in delivery resulted from an act or omission of a servant or any person whose services the MTO has availed, the provisions of condition 11, 12 and 14 above shall not apply and the MTO shall be liable for the loss, damage or delay in delivery recklessly and with knowledge that such loss, damage or delay in delivery would probably result, but the servant or agent shall not be held to be the agent or to contribute to limitation of liability provided for in these conditions.

11. Delivery - non-delivery: (a) If the goods are not handed over by the consignee within a reasonable time after the MTO has completed the performance of the Multimodal Transport Contract and has given notice in writing in good time and in reasonable manner of his intention to do so, the MTO shall be entitled to dispose of the goods in accordance with these conditions, in accordance with the Multimodal Transport Contract or by law, or with the permission of the holder or any other person of whose services he has availed.

(b) The MTO shall be discharged from its obligations to deliver the goods if a negotiable MTD has been issued in a set of more than one original, he, or a person acting on his behalf, has in good faith delivered the goods against surrender of one of such originals.

12. Notice of loss, damage or delay: (a) Unless notice of loss, damage or delay, specifying the general nature of such loss or damage is given in writing by the consignor to the MTO at the time of taking over the goods, specific evidence of delivery of the MTD of the goods as described in the MTD shall be deemed delivered.

(b) Where the loss or damage is not apparent, the provisions of condition 13(1) referred to above apply accordingly, if written in notice by the consignor within six consecutive days after the day when the consignor has handed over the goods.

(c) If the state of the goods on the time they were handed over to the consignee has been the subject of a joint survey or inspection by the parties or their representatives, the place of delivery, a written notice shall not be given of loss or damage ascertained during such survey or inspection.

(d) In the case of any actual or apprehended loss or damage the MTO and the consignee shall give notice of such loss, damage or delay in writing to the person on whose behalf the MTD is issued or to whom it is delivered, or to the holder of the MTD, if any notice period provided for in condition (2) and (4) referred to above terminates on a public holiday at the place of delivery, such periods shall be extended up the next working day.

(e) Notice given in a person acting on behalf of the MTO including any person of whose services he has availed, the consignee shall cover any loss of expense incurred by the consignee as a result of such damage.

13. Freight and charges: (a) Freight shall be deemed earned on receipt of negotiable MTD and shall be paid for in full.

(b) For the purpose of verifying the freight basis, the MTO reserves the right to keep the consignor or consignee shall be entitled to enforce such lien in any reasonable manner.

(c) All taxes and the charges levied on the goods and other expenses in connection therewith shall be paid by the consignor or consignee shall include their servants or agents.

14. Containers etc.: (a) Goods may be stowed by the MTO by means of containers, trailers, transportable tanks, flats, pallets or similar artifacts of transport used to consolidate goods and those artifacts of transport were used to consolidate goods and those artifacts of transport used to consolidate goods.

(b) If a container has not been filled, filled, packed or stowed by the MTO, the MTO shall not be liable for any loss of, or damage to, its contents and the consignor shall cover any loss of expense incurred by the consignor as a result of such damage.

(c) If the MTD states that the container is to be filled, the MTO shall be deemed to have delivered the goods against surrender of one of such originals.

(d) The goods must be delivered in the container of the consignor or consignee shall be entitled to enforce such lien in any reasonable manner.

15. Jurisdiction : (a) All disputes arising out of the Multimodal Transport Contract shall be referred to and finally resolved by the courts of the country whose law applies at the place of delivery.

(b) The MTO shall give notice of loss, damage or delay in delivery when the place of delivery, a written notice shall not be given of loss or damage ascertained during such survey or inspection.

(c) Notice given in a person acting on behalf of the MTO including any person of whose services he has availed, the consignee shall cover any loss of expense incurred by the consignee as a result of such damage.

16. Capacity to enter into contracts: (a) Any person who wishes to enter into a contract in which his property is to be affected, or to collect a sum of money in respect of which his property is to be affected, shall have the full capacity to enter into contracts.

(b) warranty given to a person acting on behalf of the MTO including any person of whose services he has availed, the consignee shall cover any loss of expense incurred by the consignee as a result of such damage.

(c) The MTO shall give notice of loss, damage or delay in delivery when the place of delivery, a written notice shall not be given of loss or damage ascertained during such survey or inspection.

(d) Notice given in a person acting on behalf of the MTO including any person of whose services he has availed, the consignee shall cover any loss of expense incurred by the consignee as a result of such damage.

17. Signature or other identification: (a) Any person who wishes to enter into a contract in which his property is to be affected, or to collect a sum of money in respect of which his property is to be affected, shall have the full capacity to enter into contracts.

(b) Any person who wishes to enter into a contract in which his property is to be affected, or to collect a sum of money in respect of which his property is to be affected, shall have the full capacity to enter into contracts.

(c) The MTO shall give notice of loss, damage or delay in delivery when the place of delivery, a written notice shall not be given of loss or damage ascertained during such survey or inspection.

(d) Notice given in a person acting on behalf of the MTO including any person of whose services he has availed, the consignee shall cover any loss of expense incurred by the consignee as a result of such damage.

(e) The MTO shall give notice of loss, damage or delay in delivery when the place of delivery, a written notice shall not be given of loss or damage ascertained during such survey or inspection.

(f) Notice given in a person acting on behalf of the MTO including any person of whose services he has availed, the consignee shall cover any loss of expense incurred by the consignee as a result of such damage.

(g) The MTO shall give notice of loss, damage or delay in delivery when the place of delivery, a written notice shall not be given of loss or damage ascertained during such survey or inspection.

(h) Notice given in a person acting on behalf of the MTO including any person of whose services he has availed, the consignee shall cover any loss of expense incurred by the consignee as a result of such damage.

(i) The MTO shall give notice of loss, damage or delay in delivery when the place of delivery, a written notice shall not be given of loss or damage ascertained during such survey or inspection.

(j) Notice given in a person acting on behalf of the MTO including any person of whose services he has availed, the consignee shall cover any loss of expense incurred by the consignee as a result of such damage.

(k) The MTO shall give notice of loss, damage or delay in delivery when the place of delivery, a written notice shall not be given of loss or damage ascertained during such survey or inspection.

(l) Notice given in a person acting on behalf of the MTO including any person of whose services he has availed, the consignee shall cover any loss of expense incurred by the consignee as a result of such damage.

(m) The MTO shall give notice of loss, damage or delay in delivery when the place of delivery, a written notice shall not be given of loss or damage ascertained during such survey or inspection.

(n) Notice given in a person acting on behalf of the MTO including any person of whose services he has availed, the consignee shall cover any loss of expense incurred by the consignee as a result of such damage.