



Shipper's Agreement Terms (Terms & Conditions)

as at 01 March 2025

Unless otherwise agreed in writing, You agree that the terms outlined in these Terms and Conditions of Carriage constitute the complete and binding contract between you and Couriers To India (CTI) operating as www.courierstoindia.com. By utilizing CTI's services, You acknowledge that You have read, understood, and accepted all terms and conditions.

You understand that CTI's liability for loss, damage, or delay is limited and may be further defined by applicable regulations, including the Warsaw Convention. Additionally, You confirm that the shipment does not contain any cash, dangerous goods, or prohibited items, including but not limited to batteries, flammables, protein powders, vitamins, or any items deemed illegal or restricted & have read the prohibited and restricted items list available on our website.

You recognise that Couriers To India operates solely as a freight forwarding agent and not as a common carrier. CTI does not control customs or quarantine, duties, taxes, penalties, demurrage, or surcharges imposed by relevant authorities. You agree to comply with all local laws and regulations related to the shipment and acknowledge that ignorance of the law does not absolve responsibility.

Role of Couriers To India

Couriers To India (CTI) operates primarily as a freight forwarding agent via its website www.courierstoindia.com, facilitating the movement of your shipments. As a freight forwarder, CTI collaborates with established logistics companies such as DHL, TNT, FedEx, and UPS, global airlines, cargo freighters and their agents, associates and related entities to provide you with efficient shipping solutions.

It is important to understand that CTI is not a common carrier and does not assume responsibility for the physical transportation of goods. Instead, our role is to coordinate and manage the logistics of shipping, ensuring that your packages are dispatched promptly. CTI does not have control over customs clearance processes, or any associated duties, taxes, penalties, or surcharges imposed by the Government of India or the carriers.

CTI does not offer insurance for shipments as a standard practice. You are advised to consider purchasing separate insurance coverage for your shipments if you desire protection against loss or damage. If insurance is purchased as an add-on, you will be bound by the terms and conditions or product disclosure statements (PDS) of the insurer.

By using CTI's services, you acknowledge that they accept the risk associated with their shipments and agree that CTI is not liable for any loss, damage, or theft that may occur during transit. You agree to release CTI from any and all liability related to loss or damage to shipments, understanding that no insurance coverage is provided as part of the service.

You acknowledge that while CTI strives to provide accurate information and reliable services, we cannot predict or control customs regulations or other external factors that may affect the delivery of your shipment. Consequently, CTI is not liable for delays, additional charges, or other issues arising from customs inspections or regulatory requirements.

Customs and Clearance Charges

All customs and clearance charges are not included in the shipping quote provided by Couriers To India (CTI) and must be paid in full before the delivery of your shipment. These charges include any duties, taxes, and fees assessed by the Government of India or other relevant authorities.

If your shipment is held for payment of duties and taxes, you will incur storage charges for each night the shipment is retained. It is your responsibility to ensure that all customs and clearance charges are settled promptly to avoid additional storage fees and delays in the delivery process.

By utilizing CTI's services, you acknowledge that you are fully aware of your obligations regarding customs and clearance charges and agree to comply with all requirements to facilitate the timely delivery of your shipment.

Payment Terms

Payment for all services provided by Couriers To India (CTI) is required upon pickup of your shipment in the origin country. You agree to ensure that your credit or debit card is valid and capable of processing the payment. If your payment cannot be processed for any reason, CTI reserves the right to hold your package in transit until payment is completed.

Please note that payment after delivery is not permitted. This policy is in place to maintain lower service costs and pass those savings on to you. If payment fails to be processed on the first attempt, an administration fee of \$10.00 will be charged for any of the following: (1) Failure to process the payment initially, (2) Any required changes to the airway bill once generated, or (3) Cancellation of the airway bill once generated.

All customs and clearance charges, as well as any applicable storage fees, must be settled prior to the release of your shipment. By using CTI's services, you agree to adhere to these payment terms and acknowledge that any outstanding dues may be pursued by CTI.

Return Policy

Once your shipment has been picked up in the origin country, it cannot be returned to you. Couriers To India (CTI) operates under a strict no-return policy to ensure efficient processing and delivery of shipments. Once the shipment has been picked up, you acknowledge that no refund or returns will be processed under any circumstances – In most cases, this is due to regulatory requirements.

If any portion of your shipment is found to contain restricted or dangerous goods, a return fee of \$85 per piece will be applied. Additionally, if the shipment is detained by customs, it cannot be returned or destroyed by the Customs Department of India.

If your shipment is delivered to the recipient, all applicable duties, taxes, and levies are the responsibility of the sender. You consent to allow CTI to collect these charges from the receiver if the sender fails to pay. In

case the receiver fails to pay, all liabilities will be borne by the sender regardless of the incoterms stated at the time of booking.

By using CTI's services, you acknowledge and agree to this return policy, understanding that all sales are final once the shipment is picked up.

Liability for Outstanding Payments

You are fully responsible for ensuring that all payments related to your shipment, including freight charges, customs duties, taxes, and any associated fees, are made within 48 hours of pick up. If any portion of your invoice remains outstanding, Couriers To India (CTI) reserves the right to recover the outstanding dues in line with clause 4 above.

In addition to the original amount due, you may also be liable for any costs incurred by CTI in the collection of these outstanding debts. This includes but is not limited to, administrative fees, legal fees, debt recovery agents and any other expenses related to the recovery of the debt.

By utilizing CTI's services, you agree to fulfil your payment obligations and acknowledge that failure to do so may result in further action to recover the outstanding amounts.

Restricted Goods and Fees

Couriers To India (CTI) prohibits the shipment of certain items that are classified as restricted or dangerous goods. This includes, but is not limited to, cash, batteries, flammables, protein powders, vitamins, medication, sim cards, and any items deemed illegal or prohibited by law.

If any restricted items are found in your shipment, a return fee of \$85.00 per piece will be charged. This fee is applied to cover the costs associated with the return process and handling of prohibited items.

By using CTI's services, you acknowledge that you are fully aware of the restrictions on certain goods and agree not to include any restricted items in your shipment in line with a comprehensive list available on our website as per clause 1 above. You also accept that any fees incurred due to the presence of prohibited items are your responsibility.

CTI and/or its agents, representatives, associates or appointed third-party suppliers reserve the right to inspect shipments to ensure compliance with these restrictions and may refuse service or hold shipments that contain restricted goods.

Delivery Time

While Couriers To India (CTI) strives to provide timely delivery of your shipments, "time" is not a critical factor in determining the delivery timeframe. Various factors, both within and beyond our control, may cause delays, including but not limited to customs inspections, weather conditions, and logistical issues.

CTI reserves the right to move, divert, delay, or cancel shipments as necessary due to origin or destination requirements. Additional delivery charges may apply to areas affected by new biosecurity hazards, political changes, or environmental factors that arise after pickup.

It is your responsibility to ensure that all required documentation is provided within 24 hours to avoid delays in the clearance process. If a shipment is held for customs clearance due to incomplete paperwork or identification documents, a demurrage fee of \$22.00 per day will be charged after 48 hours of being held.

By using CTI's services, you acknowledge that delivery times are estimates and that CTI is not liable for any delays that occur during the shipping process. You agree to accept the risks associated with potential delays and to cooperate with CTI in providing the necessary information to facilitate smooth delivery.

Permits and Clearances

You shall be solely responsible for obtaining all necessary permits, licenses, permissions, and discharge rights required for your shipment prior to its dispatch. This includes, but is not limited to, any governmental or regulatory approvals, customs clearances, and compliance with local, national, or international laws.

CTI shall not be liable for any delays, penalties, or issues arising from your failure to secure the appropriate clearances or permissions for your shipment. You agree to indemnify and hold CTI harmless from any claims, damages, or liabilities resulting from non-compliance with these requirements.

General Conduct

At Couriers To India (CTI), we value respectful and constructive communication. While you have the right to voice concerns or feedback regarding our services directly to us or via consumer courts available in your local country, we encourage you to read the service guides or contact us for more information prior to booking your shipment.

All interactions with Couriers To India (CTI) staff must be respectful and professional. Disrespectful or abusive behaviour will not be tolerated and may lead to your shipment being held until an unconditional written apology is provided. A positive and respectful environment for everyone is essential, and your cooperation is appreciated.

Engaging in wilful cyber or online defamation on social media platforms or similar outlets is strictly prohibited. Any harm to our reputation or business relationships, whether liquidated or unliquidated, will be pursued, and you acknowledge that defamatory statements or actions may result in liability for damages incurred by CTI. Any violation of this policy through wilful cyber defamation may result in liability for damages, including loss of reputation or business.

If you have concerns about our services, we encourage you to reach out directly to our customer service team for resolution. By maintaining open and respectful communication, we can work together to address any issues that may arise.

All communications – invoices, customs documents, debt collections for Freight, Duties, Taxes, and Penalties from Couriers To India will be made via email to the email address provided by you. By validating/using your email address, you agree to be the rightful owner of the email account. Further, all civil suits and court actions, default notices and collection notices will be deemed to have been delivered when sent to your email address.

IMPORTANT INFORMATION:

Weight Calculation for Shipment

Shipments will be billed based on the higher of actual weight or volumetric weight. The formula to calculate volumetric weight is: $((\text{Length} \times \text{Width} \times \text{Height}) / 5000)$, where dimensions are measured in centimetres.

Customs and Clearance Charges

All customs and clearance charges, including any applicable duties and taxes, are not included in the initial shipping quote and must be paid in full before the delivery of your shipment. If your shipment is held for payment of these charges, storage fees will apply for each night the shipment is retained.

Prohibited Items and Return Costs

Shipments must not contain any prohibited items, including cash, batteries, flammables, protein powders, vitamins, medication, or other illegal goods. If any prohibited items are discovered, no delivery will be carried out and your entire shipment will be returned to you. A return cost of \$85.00 per piece will be charged. Refer: <https://www.courierstoindia.com/prohibited-items/>

Excess Baggage Clearance Process

If your package is classified as excess baggage and is moved to personal clearance (cargo), you are required to present yourself in person at the Customs Department of India at the port of clearance and provide your original passport for verification. Additional clearance fees may apply.

Sending to Other Countries

When sending shipments to countries other than India, you must replace references to “India” with the appropriate destination country. All terms and conditions outlined here still apply, and compliance with local laws and regulations is required.

Current as at 01 March 2025.