











CELEBRATING 30 YEARS



AIR CARGO MANIFEST

TRANSGROUP INTERNATIONAL
650 ATLANTA SOUTH PARKWAY SUITE 109

ATLANTA, GA 30349

Agent: M/S JEENA & COMPANY

JEENA HOUSE PLOT 170 OM NAGAR

OFF PIPELINE ROAD SAGAR ANDHERI E MUMBAI 400 099

INDIA

Ph: 91 22 44222111 Fax: 91 22 22026853

Phone: (404) 766-8935

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CARRIER	MASTER BILL	DATE	ORG	DST	PCS	ETA
JET AIRWAYS (INDIA) LTD.	589-98142100	1/17/2018	ATL	BOM	2	1/20/2018

Remarks:

Routing:

9W MAN 0110 1/17/2018 9W LHR 589 1/18/2018 9W BOM 115 1/20/2018

HOUSE BILL	CHARGE			DECLARED
P.O.#	ORG DEST TYPE	SERVICE AES	AES ITN	CUSTOMS VALUE

71218-01025 ATL BOM COLLECTINT'L Yes X20180115629946

Shipper: AMERICAN COMBUSTION INTERNATIO

3500 LENOX ROAD NE, SUITE 1500 ATLANTA, GA 30326

Consignee: SUNFLAG IRON & STEEL CO LTD

Bhandara road Bhandara Maharashtra MS 441905

Freight Description	Pieces	Weight	Marks	Cont No	Cont. Size
FURNACE PANELS	2	318		 	_
	2	318			

1 HAWB's

Total Pcs 2

Total Weight 318

Printed By: Ryan Russell

TERMS & CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Term and Conditions set forth in such other document(s) shall govern those services

- 1. Definitions

- 1. Demintons
 (a) "Company" shall mean Transgroup International, its subsidiaries, related companies, agents and/or representatives;
 (b) "Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
 (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
 (d) "Ocean Transportation Intermediaries" ("OTT) shall include an "ocean freight forwarder's and a "oversele operating carrier";
 (e) "Third parties" shall include, but not be limited to the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage handling and/or delivery and/or storage or otherwise

- delivery and/or storage or otherwise".

 2. Company as agent. The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies; as to all other services, Company acts as an independent contractor.

 3. Limitation of Actions. (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer. (b) All suits against Company must be filled and properly served on Company as follows; (i) For claims arising out of ocean transportation, within one (1) year from the date of the loss; (ii) For claims arising out of the preparation and/or submission of an import entry(s), within seventy five (75) days from the date of liquidation of the entry(s); (iv) For any and all other claims of any type, within two (2) years from the date of the loss or damage.

 4. No liability For The Selection or Services of Third Parties and/or Routes. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services on rodes Company assume responsibility or avaction(s) and/or inactions(s) of such third parties and/or its agents, and
- 6. Reliance On Information Furnished. (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with the U.S. Customs & Border Protection, other Government Agency and/or third parties, and will 6. Reliance On information Furnished. (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with the U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrects estatements, or omissions on any declaration filed or other submission filed on Customer's behalf; (b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Sustomer shall use reasonable care to ensure the corrections of all such information and shall indemnify and hold the Company harmless from any and lcalms asserted and/or liability or losses suffered by reason of the Customer's hall used information in correct or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods. 7. Declaring Higher Value To Third Parties. Third parties to whom the goods are entrusted may limit itability for loss or dramage; the Company will request excess valuation coverage only upon specific mort microtions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and the proper and company discretion, the goods may be tendered to the third party.
- liability and/or terms and conditions of service.
- 8. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring
- 8. Insurance. Unless requested to do so in writing and confirmed to customer in writing, Company is under no congation to proceed industrials and continued to customer in writing. Company is under no congation to proceed industrials and continued in continued in continued in writing by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefore, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s). (c) In the absence of additional coverage under (b) above, the Company's liability shappy liability
- 10. Advancing Money. All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer, the grafting or credit to a customer in commendation with a particular interaction with a particular interaction with a particular interaction of customers.

 11. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customer's merchandise and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, lines and/or expenses, including but not limited to reasonable attorney's fees, which the Company harmless against any and all liability, loss, damages, costs, claims, penalties, lines and/or expenses, including but not limited to reasonable attorney's fees, which the Company hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

 12. C.O.D. or Cash Collect Shipments. Company shall use reasonable care regarding written instructions relating to "Cash/Collect" or "Delivery (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall have no liability if the bank or consignee refuses to pay for the shipment.

 13. Costs of Collection. In any dispute involving monies owed to Company, the Company, shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 18% per annum or the highest rate allowed by law, whichever is less, unless a law or considered to be Company.

- 13. Costs of Collection. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 18% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.

 14. General Lien and Rights To Sell Customer's Property. (a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession, or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both; (b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-poing storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company shall provide written (en. (c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

 15. No Duty To Maintain Records For Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC paragraph 1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall be under no obligation to undertake any pre or post Customs release action, including, but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

 16. Obtaining Binding Rullings, Filing Protests, etc. Unless requested by Customer in writ

- 11. Preparation and issuance or bins or Lading, where company prepares and/or lazers a large company shall be under the company s
- void.

 19. Compensation of Company. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

 20. Severability. In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. Company's decision to waive any provision herein, either by
- conduct or otherwise, shall not be deemed to be further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

 21. Governing Law; Consent to Jurisdiction and Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of Washington without giving consideration to principals of conflict of law.

 Customer and Company (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Washington; (b) agree that any action relating to the services performed by Company, shall only be brought in said courts; (c) consent to the exercise of in personam jurisdiction by said courts over it, and (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.