

MERCHANT AGREEMENT

SHIPROCKET™ PLATFORM AND LOGISTICS MANAGEMENT SOLUTION

This Merchant User Agreement ("**Agreement**") is between **you** (company/ Individual/ firm/ body corporate), together with any company or other business entity you are representing, if any (hereinafter called collectively, "**client**" or "**Merchant**" or "**you**" or "**user**" or "**Licensee**"); AND **BigFoot Retail Solutions Private Limited**, a company registered under the Companies Act, 1956, and having registered office at 81A Road Number 41, Punjabi Bagh (West), New Delhi 110026, offering 'Logistics Management Services', under the name '**Shiprocket**' (hereinafter referred to as "**BFRS**" or "**Service Provider**" or "**Shiprocket**").

BACKGROUND

This Agreement comes into effect when you register to use the Services, or click on "**Continue**" box, and accept the terms and conditions provided herein.

By registering or clicking on the 'Continue' box, you signify your absolute and unconditional consent to all the provisions of this Agreement in its entirety. This agreement constitutes a legally binding agreement between you and BFRS. This Agreement shall define the terms and conditions under which you're allowed to use the Website and how BFRS will treat your account while you are a member. If you have any questions about our terms, feel free to contact us at support@shiprocket.in.

You are advised to read this Agreement carefully. You expressly represent and warrant that you will not avail the Services if you do not understand, agree to become a party to, and abide by all of the terms and conditions specified below. Any violation of these Terms of Use may result in legal liability upon you.

The Website/ Mobile App and the online/ offline service ("**Service(s)**") of BFRS or its affiliates, provides access to a platform that facilitates more comfortable form of e-commerce where you can use the Services according to your requirements in their city or anywhere in India.

This Agreement, among other things, provides the terms and conditions for use of subscription Services, primarily a web based practice management software hosted and managed remotely through the website.

This Agreement is an electronic record in terms of Information Technology Act, 2000 and generated by a computer system and does not require any physical or digital signatures. This Agreement is published in accordance with the provisions of Rule 3 (1) of the Information Technology

(Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and terms of usage for access or usage of the Website/ Service.

We reserve the right to modify the terms herein, at any time, without giving you any prior notice. Your use of the Service following any such modification constitutes your agreement to follow and be bound by the terms of the Agreement, as modified.

Any additional terms and conditions, disclaimers and other policies applicable to general and specific areas of this Website/ Service shall be construed to form a part of this Agreement.

Your access to use the Services will be solely at the discretion of BFRS.

USER ACCOUNT USAGE

- 3.1 This Agreement is a master agreement which governs one or more Services that are offered by BFRS to the User. BFRS authorizes the User to view and access the content available on the Services solely for ordering, receiving, delivering and communicating only as per this Agreement. The contents of the Services, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Services (collectively, "**Service Content**"), are the property of BFRS and are protected under copyright, trademark and other laws. User shall not modify the BFRS Content or reproduce, display, publicly perform, distribute, or otherwise use the BFRS Content in any way for any public or commercial purpose or for personal gain.
- 3.2 The Users may not transfer (including by way of sublicense, lease, assignment or other transfer, including by operation of law) their log-in or right to use the Service to any third party. You, the User, are solely responsible for the way anyone you have authorized to use the services and for ensuring that all of such Users comply with all of the terms and Conditions of this Agreement. Any violation of the terms and/or conditions of this Agreement by any such User shall be deemed to be a violation thereof by you.
- 3.3 Multiple Users are not permitted to share the same/single log-in.

You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any log-in you use to access the Services.
- 3.4 You agree that any registration information you give to BFRS will always be true, accurate, correct, complete and up to date, to the best of our knowledge. Any phone number used to register with the Service be registered in your name and you might be asked to provide supporting documents to prove the same.
- 3.5 You agree that you will not use the Services provided by BFRS for any unauthorized and unlawful purpose. You will not impersonate another person.

- 3.6 You agree to use the Services only for purposes that are permitted by (a) the terms of usage as outlined herein; and (b) any applicable law, regulation and generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from India or other relevant countries).
- 3.7 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by BFRS, unless you have been specifically allowed to do so in a separate agreement with BFRS.
- 3.8 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
- 3.9 You agree that you are solely responsible for (and that BFRS has no responsibility to you or to any third party for) any breach of your obligations under the Terms of Use and for the consequences (including any loss or damage which BFRS may suffer) of any such breach.
- 3.10 You shall indemnify BFRS for any claims, losses or damages, or for the costs of any regulatory or court proceedings suffered by BFRS, as a result of your breach under any applicable law.
- 3.11 You expressly acknowledge and agree that your use of the Services is at your sole risk and that the services are provided "as is" and "as available" and BFRS at its discretion, will provide any customization or modification, if required by the User.
- 3.12 You agree that this Agreement and the Services of BFRS form a part of subject to any modification or be removed by BFRS with change in government regulations, policies and local laws as applicable.

4. Fees and Payment

- 4.1 Subject to the provisions of this Agreement, the User will pay BFRS the fees and other amounts set forth in the applicable annexures, in accordance with the provisions of this section. The fees and expenses set forth in the annexures are deemed inclusive of all actual net expenses and costs.
- 4.2 BFRS may add new services for additional fees and charges or may proactively amend fees and charges for existing services, at any time in its sole discretion. Fees stated prior to the services being provided, as amended at BFRS's sole discretion from time to time, shall apply.
- 4.3 If you purchase any subscription based paid service, you authorize BFRS to charge you applicable fees at the beginning of every subscription period or at such intervals as applicable

to the said service, and you authorize BFRS make such modification to the fee structure as required and also agree to abide by such modified fee structure.

- 4.4 You agree that the billing credentials provided by you for any purchases from BFRS will be accurate and you shall not use billing credentials that are not lawfully owned by you.
- 4.5 The User agrees to pay all subscription fees, service fee and other fees applicable to User's use of Service and the User shall not circumvent the fee structure. The fee is dependent on the Services that User purchases and on any additional usage beyond limitations of the Services but not on actual usage of the products. The fee charged except in case of prepaid payments is non-refundable.
- 4.6 Each User is solely responsible for payment of all taxes, legal compliances, and statutory registrations and reporting. BFRS is in no way responsible for any of the User's taxes or legal or statutory compliances, except for its own due diligence.
- 4.7 All fees are exclusive of taxes. Service Tax and other statutory taxes, as applicable, are levied on every purchase.
- 4.8 The payment process would be considered to be complete only on receipt of the fees into BFRS's designated bank account.
- 4.9 Fees not received within the specified due dates attract late charges of 1%per month from the due-date of payment, and any such charges may be levied at BFRS's sole discretion.
- 4.10 BFRS reserves the right to modify the fee structure by providing a 30 (thirty) days' prior notice, either by notice on the Service or through email to the authorized User, which shall be considered as valid and agreed communication. Upon the User not communicating any response to BFRS to such notice, BFRS shall apply the modified fee structure effective from the expiry of the said notice period.
- 4.11 In order to process the fee payments, BFRS might require details of User's bank account, credit card number and other such financial information. Users shall be responsible to maintain the confidentiality of such information provided by Users.
- 4.12 BFRS will raise invoice in accordance to the payment section as applicable for the Services rendered. Such invoice will be in such form and detail as per the applicable annexures.
- 4.13 You can cancel your access to the Services using any of the cancellation methods listed in the Annexures or by contacting our customer support by email at support@kartrocket.com. The one time set-up fees shall not be refunded to the User.

5. Liability

- 5.1 BFRS shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any action taken by BFRS, where the User has consented for the same.
- 5.2 BFRS does not provide or make any representation, warranty or guaranty, express or implied about the Services. BFRS does not verify any content or information provided by Users and to the fullest extent permitted by law disclaims all liability arising out of the User's use or reliance upon the Services.
- 5.3 The Services of BFRS may be linked to the Services of third parties, affiliates and business partners. BFRS has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such Services or made available by/through our Services.
- 5.4 In no event, including but not limited to negligence, shall BFRS, or any of its directors, officers, employees, agents or content or service providers (collectively, the "**protected entities**") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Services or the content, materials and functions related thereto, User's provision of information via the Services of the BFRS, lost business or lost sales, even if such protected entity has been advised of the possibility of such damages. In no event shall the total aggregate liability of the protected entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the terms and conditions or a User's use of the Services exceed, in the aggregate INR 1000 (Indian Rupees One Thousand) only.
- 5.5 In no event shall the protected entities be liable for failure on the part of the Users to provide agreed Services. In no event shall the protected entities be liable for any activity in relation to the Services provided by a User.
- 5.6 The protected entities and the BFRS shall not be liable for any act or omission of any other company or companies furnishing a portion of the Service, or from any act or omission of a third party, including those vendors participating in the Services, or for any unauthorized interception of Customer's communications or other breaches of privacy attributable in part to the acts or omissions of Customer or third parties, or for damages associated with the Service, or equipment that it does not furnish, or for damages that result from the operation of Customer provided systems, equipment, facilities or services that are interconnected with the Service.
- 5.7 BFRS shall be, in no manner liable to remit the Cash-on-Delivery (COD) that is to be received as payment by the client/merchant/user/licensee in case of forcible snatching of the delivery package. Such incidents/cases shall be the sole responsibility of the client/merchant/user/licensee and the client/merchant/user/licensee is liable to initiate

actions to resolve such incidents, if any, on its own, including but not limited to legal processes.

- 5.8 The client/merchant/user/licensee undertakes to resolve the disputes raised, if any, by the buyer(s) within a period of 24 hours from the raising of such dispute(s). Failure to do so shall enable/authorise BFRS to hold the COD remittance, till the time such dispute(s) are rectified by the client/merchant/user/licensee.

6. Indemnity

- 6.1 User agrees to indemnify and hold harmless BFRS, its affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from any and all third party vendors, from claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from his/her/ its access to or use of Service, violation of this Agreement, or infringement, or infringement by any other user of his/her/its account, of any intellectual property or other right of any person or entity. BFRS will notify you promptly of any such claim, loss, liability, or demand, and in addition to your foregoing obligations, you agree to provide us with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

7. Term, Termination and Disputes

- 7.1 This Agreement will remain in full force and effect while the User is a user of any of the Services in any form or capacity.
- 7.2 The User can request for termination of his/her/its membership with BFRS at any time with a notice subject to the provisions in the annexure for the Services undertaken. During this notice period, BFRS will investigate and ascertain the fulfilment of any ongoing Services or pending dues related to fees or any other fees by the User. The User shall be obligated to clear any dues with BFRS for any of its Services for which the User has procured. BFRS shall not be liable to you or any third party for any termination of your access to the Services.
- 7.3 BFRS reserves the right to terminate any account in cases:
- (a) A User breaches any terms and conditions of this terms of use;
 - (b) BFRS believes in its sole discretion that User's actions may cause legal liability for such User, other Users or for BFRS or are contrary to the Terms of Use of the Services.

- 7.4 Once temporarily suspended, indefinitely suspended or terminated, the User may not continue to use the Services under the same account, a different account or re-register under a new account, unless explicitly permitted by BFRS.
- 7.5 In case of dispute between the parties, the User hereby agrees to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of the parties, then each party shall nominate a person with respectable professional standing and unimpeachable conduct as its representative. These representatives shall, within 30 (thirty) days of a written request By either party to call such a meeting, meet in person and shall attempt in good faith to resolve the dispute.
- 7.6 Upon the parties being unable to appoint the representatives as aforesaid, or if the disputes cannot be resolved by such persons in such meeting as aforesaid, in such event, the disputes or differences shall be submitted to final and binding arbitration at the request of either of the parties upon written notice to that effect to the other. The disputes or differences shall be resolved by arbitration in New Delhi in accordance with the Arbitration and Conciliation Act, 1996. The dispute shall be settled by a panel of 2 (two) arbitrators, appointed by each of the parties to constitute the arbitral tribunal. The language of the arbitration shall be English. Any arbitration award by the arbitral tribunal shall be final and binding upon the parties, shall not be subject to appeal, and shall be enforced by judgment of a court of competent jurisdiction. The costs of arbitration shall be at the discretion of the arbitral tribunal.
- 7.7 This Agreement and the relationship between the parties hereto shall be governed by, and interpreted in accordance with, the laws of India and subject to the above Clause (Dispute Resolution) the courts of New Delhi, India shall have exclusive jurisdiction over all matters arising pursuant to this Agreement.

8. Misuse of the Services

BFRS may restrict, suspend or terminate the account of any User who abuses or misuses the Services. Misuse includes creating multiple or false profiles, infringing any intellectual property rights, violating any of the terms and conditions of these Terms of Use, or any other behaviour that BFRS, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, BFRS has adopted a policy of terminating accounts of users who, in BFRS's sole discretion, are deemed to be repeat infringers of any Terms of Use even after being warned by it.

9. Severability & Waiver

If any provision of this terms of use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

10. Force Majeure

- 10.1 In the event either party (the Prevented Party) is prevented from performing its obligations under this Agreement by force majeure, such as earthquake, typhoon, flood, public commotion, torrential rains, heavy winds, storms or other acts of nature, fire, terrorist acts, threatened terrorists acts, explosion, acts of civil or military authority including the inability to obtain any required approvals or permits, strikes, riots, war, plagues, other epidemics, or other unforeseen events beyond the Prevented Party's reasonable control (an Event of Force Majeure), the Prevented Party shall notify the other party without delay and within fifteen (15) days thereafter shall provide detailed information concerning such event and documents evidencing such event, explaining the reasons for its inability to execute, or for its delay in the execution of, all or part of its obligations under this Agreement.
- 10.2 If an Event of Force Majeure occurs, neither party shall be responsible for any damage, increased costs or loss which the other party may sustain by reason of such a failure or delay of performance, and such failure or delay shall not be deemed a breach of this Agreement. The Prevented Party shall take reasonable means to minimize or remove the effects of an Event of Force Majeure and, within the shortest reasonable time, attempt to resume performance of the obligations delayed or prevented by the Event of Force Majeure.

11. Entire Agreement

This Agreement, the annexures and any other documents entered into or delivered as contemplated in this Agreement herein sets out the entire agreement and understanding between the parties with respect to the subject matter hereof. The annexures containing specific terms of use supersedes all general terms of the Agreement, previous letters of intent, heads of terms, prior discussions and correspondence exchanged between any of the parties in connection with the Agreement referred to herein, none of which shall have any further force or effect.

12. No Partnership or Agency

Nothing in this Agreement (or any of the arrangements contemplated herein) shall be deemed to constitute a partnership between the parties hereto, nor, except as may be expressly provided herein, constitute any party as the agent of another party for any purpose, or entitle any party to commit or bind another party in any manner.

13. Waivers and remedies

No failure or delay by the parties in exercising any right or remedy provided by Law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies of the parties under or

pursuant to this Agreement are cumulative, may be exercised as often as such party considers appropriate and are in addition to its rights and remedies under the general Laws of India.

14. Specific Performance

The Parties shall be entitled to seek and enforce specific performance of this Agreement, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages.

15. Indirect and Consequential Losses

Save as expressly provided otherwise in this Agreement, neither Party shall be liable under or in connection with this Agreement for any loss of income, loss of profits or loss of contracts, or for any indirect or consequential loss or damage of any kind, in each case howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

16. Contact Information

18.1 If any User has any question, issue, complaint regarding any of our Services, please contact our customer service at support@kartrocket.com

18.2 If a User has any questions concerning BFRS, the Services, this Agreement, or anything related to any of the foregoing, it can be reached at the following email address – support@shiprocket.in or via the contact information available from the following hyperlink www.shiprocket.in/contact

ANNEXURE I

SHIPROCKET SERVICE SPECIFICATIONS

1. **Scope of Services**

BFRS is the author and owner of its logistics software, hereinafter to be referred as “**Shiprocket**”, providing its Users an automated shipping panel services integrated with the courier partners. User agrees that BFRS has no role and responsibility in the actual delivery and shipment of the product, BFRS is only provides a platform, for the Users to avail shipping services.

The User agrees that the shipments shall be picked up by BFRS’s logistics partner from its Users’ locations as communicated to BFRS at the time of your sign up.

- 1.1 The tracking number and logistics partner would be assigned by an automated process based on the pickup and delivery pin code and type of shipment.
- 1.2 Users shall provide/display prominently on package the shipping label having full details of the order number, consignee details, product details, return address i.e. the shipping address and the gross value and collectable value (net value) to be collected in case of COD (Cash on Delivery) shipments. The Shiprocket backend panel platform from BFRS shall enable the User to take a print of the shipping label with all the details and the same shall be pasted on the package before the handover to the logistics partner happens.
- 1.3 User shall agree that the shipment to be handed over to the Logistic partner on the behalf of BFRS in a tamper proof packing of their brand along with the COD Order Form pasted on the shipment.
- 1.4 You may terminate this Agreement without cause by giving BFRS thirty (30) days prior written notice of its intention to do so.
- 1.5 You agree that in case of shipments booked under COD (Cash on Delivery), BFRS’s logistics partner shall collect Cash, as per the instructions of BFRS from the Consignee as per the details mentioned on the COD Order and remit/reimburse the amount to BFRS which then forth would be reimbursed to the User. However, BFRS shall not be held liable in case COD has been delayed or misplaced by the Courier Company. User may seek its claim, loss or any damages suffered from the Courier Company.
- 1.6 You agree that the User on its behalf shall keep BFRS indemnified against all duties, taxes, octroi, cess, clearance charges and any other charge/levy by whatsoever name called, levied on shipments In event of such charges being levied by any government authority, the same can be claimed from the User against the challan /respice of the same. User shall keep BFRS indemnified against any loss, damage, costs, expenses arising out of any action or proceedings initiated by any authority (judicial or regulatory of the like) on account of any act/omissions on its part.

- 1.7 The User will be solely responsible to comply with all statutory requirements (State and Central Laws/Statutes) applicable in relation to booking, sale and transportation of the shipments carried and delivered by the logistics partners of BFRS in pursuance of this Agreement.
- 1.8 It is expressly understood by the parties to the agreement that BFRS is a mere Service Provider to the User and not in any other capacity whatsoever it may be called. It is further agreed to by the parties to the agreement that BFRS is not performing any activity or job or providing service on behalf of the User which is tantamount to Seller or Retailer and or Stockiest/Distributor. The complete activity performed by BFRS under this agreement is based on specific instructions given by the User as part of the scope defined and from time to time.
- 1.9 BFRS reserves the right to provide web based (online) tracking solutions for all shipments through its logistics partners.
- 1.10 You agree that BFRS's logistics partner, at the time of receiving the shipments from User, will use 'Air Waybill' provided to them by BFRS through its logistics management software ShipRocket. It is agreed between the parties hereto that at all times for BFRS and its logistics partner, the 'Consignor/ Shipper' in the 'Air Waybill' shall be the User who is shipping the goods. It is clearly understood that BFRS's liability, if any, and to the extent agreed herein, shall extend only to User. The User shall be fully liable to its customers and neither BFRS nor any of their logistics partner, shall have any direct or indirect connection/ relationship or responsibility/obligation to BFRS's customers, in any manner whatsoever.
- 1.11 User must ensure security of all shipments which have been picked up from its customers by BFRS's logistics partners as per BFRS's security procedures as explained and informed to it before executing this agreement. User confirms that the User is fully aware of the items prohibited on BFRS or BFRS's logistics partner network for carriage and undertakes that no such prohibited items of shipment shall be handed over to BFRS's logistics partners for carriage by its customers.
- 1.12 User undertakes to fully indemnify and hold the third party delivering shipping, tracking and courier delivery services (hereinafter "**Courier Company**") OR BFRS harmless in case of any breach of security procedures by the user and / or by its customers.

2. Obligation of the User

- 2.1 You agree that the User shall be responsible for proper; tamper proof and damage proof packing of the products.
- 2.2 You agree that you shall use good quality tapes, duly engraved with your trademark/name, etc. and not generic tapes for the packaging/sealing of the goods/shipments. In case generic

(brown/plain) tapes are used in the packaging/sealing of the goods/shipments, BFRS shall have no responsibility of any kind, in case of pilferage/damaged/alteration/tapering/leakage etc. of the goods/shipments. In such a scenario, the entire responsibility shall be of the client/merchant/user/licensee.

- 2.3 User shall be ready with the packed order when the courier person comes to receive the shipment, all pick-ups should be logged before the cut off time as directed by the customer support team of BFRS, and no pick up beyond the cut-off time of the logistics partner shall be possible. User agrees that they shall contact the Courier Company personnel for the pickup arrangements.
- 2.4 User shall collect receipt(s) of the signed copy of the shipping manifest; it is the proof of handover of shipment to the courier companies.
- 2.5 User shall strictly only use the automated system for generating the pickup and move the shipment only on the Airway Bill number generated from the ShipRocket administration panel provided during signup by the User for shipping services. If the User moves the shipment through the physical shipping docket or physical airway bill number a penalty of INR. 1000/- (Indian Rupees One Thousand) only shall be charged per airway bill number issued.
- 2.6 User should properly paste and insert the invoice, in and on the package.
- 2.7 User shall agree that the Service is only for locations already registered on client's user panel i.e. the orders will be picked by the courier companies from only such locations which have been registered by the User.
- 2.7 User undertakes to fully indemnify and hold Courier Company or BFRS not liable in case of any breach of security procedures by the User(s), its employees, vendors, customers etc.,
- 2.8 User shall agree that in case of a reverse pick up of orders (only national orders), it shall be your responsibility, in case a reverse pick-up is requested by the User the same shall be charged a fixed fee of INR 50/- (Indian Rupees Fifty) only, additional to the reverse freight charges which are equal to the delivery freight charges as mentioned in the proposal.
- 2.9 User to agree that when a shipment comes back as RTO (return to origin) due to failure of COD, failed delivery, failure to pay any international charges such as customs, or any such similar levy/duty, or any other reason whatsoever, it is the User's/User's responsibility to change the status of the order to RTO received and intimate BFRS in with the Reverse Airway bill number. User agrees to make payment as applicable. The User may also choose to not opt for RTO. However, the User shall be required to intimate BFRS of the same.

- 2.10 User shall agree that you will not book / handover or allows to be handed over any good which is banned, restricted, illegal, prohibited, stolen, infringing of any third party rights, hazardous or dangerous or in breach of any tax laws or contains any cash, jewellery (excluding artificial jewellery), gold, silver, diamond, platinum, precious metals, precious stones, currency, bullion, letters and financial and security instruments and Service Provider shall not be liable for the Delivery of any such products. Without prejudice to the generality of the aforesaid, an indicative list of the banned or prohibited products is given in “**Banned Products**”. In the event User hands over or provides the aforesaid products to the ShipRocket then ShipRocket shall not be responsible and shall not be liable for any loss, damage, theft or misappropriation of such Products even if Service Provider or Delivery Personnel has the knowledge of the same and even if such loss, damage, theft or misappropriation is caused due to any reason attributable to Service Provider or Delivery Personnel.

The client/merchant/licensee/user undertakes that in the event of any article/goods/shipment booked/handed over to it that falls within the category of the banned items or those described above, BFRS shall have no responsibility of any kind whatsoever, and the client/merchant/licensee/user indemnifies the BFRS from any such issue arising out any booking/handing over of any article/goods/shipment during the existence of this Agreement.

- 2.11 Shipments which cross national borders/ international shipments may be subject to customs clearance, in the destination country prior to delivery to the User. The Sender is responsible for making sure goods shipped are acceptable for entry into the destination country. All charges for shipment to and return from countries where entry is not permitted shall be the User’s responsibility.
- 2.12 User understands, agrees and acknowledges that BFRS through its logistics partners is a mere Bailee of the Products, cash and is not an insurer of the same. User hereby expressly and specifically waives all its rights and claims against BFRS and its logistics partners arising out of or in relation to the principles of insurance.
- 2.13 In case of Damaged/Pilferaged/Tempered/Pressed/leaked shipment, receiver shall mention negative remarks on POD copy to get claim for the shipment. In the absence of any negative remarks on POD copy clearly stating such damage/pilferage/tampering/pressing/leakage, no claim shall be entertained by BFRS at any point of time.
- 2.14 Claims for any kind of damage/pilferage/tampering/leakage of the booked articles/goods/shipment shall be entertained only if the outer packaging done by the shipper is damaged/altered/tampered. However, if the outer packaging done by the shipper is intact and not tampered with, in such a case, no claim(s) for any damage/pilferage/tampering/leakage shall be entertained by BFRS.

BFRS shall not entertain any dispute(s) regarding damage/pilferage/tampering/leakage/non-receipt of delivery/fake delivery shall be entertained by BFRS, after a period of 48 hours from the receipt/delivery of the said article/goods/shipment.

2.15 The Client/merchant/user/licensee shall ensure that the correct and complete description of the destination as well as the booking address is mentioned on the article/goods/shipment booked/handed over. In the event of incomplete/incorrect description is mentioned, the goods/article/shipment may be returned from origin and the shipping charges shall be levied, in addition to any penalty/taxes imposed by the statutory authorities, if any, in the transit of such articles/goods/sahipments. Such charges shall be irreversible and no claim for the return of such charges shall be entertained by BFRS.

3. Fees

3.1 The User hereby agrees that the applicable shipping rate will be charged as per the current prevailing rate mentioned on the live calculator link in users admin panel.

3.2 BFRS reserves the right to apply other applicable charges over and above the shipping base rates and ShipRocket service charge like COD charges and other fees are as on the live calculator link in users admin panel.

3.3 BFRS has rights to make any changes in the rate mentioned on the live calculator link in users admin panel and prevailing.

3.4 Service tax and other taxes are applicable as per taxation law.

3.5 You agree that volumetric weight will be charged on $\langle LxBxH/5000 \rangle$. Freight is calculated on the basis of volumetric weight or actual weight whichever is higher. Dead/Dry weight or volumetric weight whichever is higher should be taken while calculating the rates.

3.6 In case declared weight differs and less than actual weight shipping charges will be revised to actual weight.

3.7 Remittance of COD amount would be made twice every week.

Please note: the remittance will only include payments which has been received from the courier company in the remittance cycle before the date of remittance by KartRocket/ShipRocket.

In case the COD amount which is already remitted to the user due to wrong status (delivered) updated by courier partner, the same amount shall be deducted from future COD payments.

Any queries in relation to COD remittance should be raised as a ticket on support@shiprocket.in.

All claims must be notified to BFRS in writing within 15 days from the date of acceptance of the shipment, failing which User (“USER”) forfeits and waives its right for such claim.

- 3.8 The User on its behalf shall keep BFRS indemnified against all duties, taxes, octroi, cess, clearance charges and any other charge/levy by whatsoever name called, levied on shipments. In event of such charges being levied by any government authority, the same can be claimed from the User against the challan /respite of the same. User shall keep BFRS indemnified against any loss, damage, costs, expenses arising out of any action or proceedings initiated by any authority (judicial or regulatory of the like) on account of any act/omissions on its part.
- 3.9 For any claims by the User the signed copy of the manifest sheet of the pick up against which the courier company has received the shipment has to be submitted along with the claim request. Without the signed manifest the request shall not be considered valid.
- 3.10 Said To Contain Basis & Inspection: It is expressly understood by and between the Parties that all Products agreed to be delivered by BFRS or its logistics partners are on "SAID TO CONTAIN BASIS" i.e. BFRS or its logistics partners shall be under no obligation and is not expected to verify the description and contents of the Products declared by the User on the docket and as such, the User shall undertake and ensure to make proper, true, fair, correct and factual declaration on the docket regarding description and value of Products. Further, the Service Provider is not responsible in any way whatsoever for the User ability of the Product.

4. Terms of the Payment

- 4.1 User shall agree to deposit an amount in their respective account to use our Services as per the prepaid model.
- 4.2 User agrees to recharge their account by clicking on "Buy Shipping Credit" and choose the amount according to your business needs and you can use this amount to ship through air and surface both.
- 4.3 BFRS reserves the right to activate your account, once the shipping credit has been made by the User.
- 4.4 User shall agree that with the shipment weight, it will automatically get deducted from your credit weight. As per the norms of the BFRS Logistics, you will be charged a minimum of 0.5 kgs (or in multiples) for your air shipping. Please note that the weight charges applied by the courier companies may differ but however such charges shall be adjusted in your shiprocket wallet limit on your ShipRocket account.
- 4.5 BFRS shall issue an invoice which will get auto adjusted against the credit in your account as the following conditions:
(I) If the invoice amount is more than the credit in your account

User shall agree that in case where the invoice amount is more than the credit in your account, the freight invoice will be marked as unpaid and it will constantly get reflected in you panel and invoice history. If you fail to pay the invoice, then the shipping will be

suspended. To continue using ShipRocket Services, you need to recharge your account for the unpaid invoice as well the new shipping limit.

(II) If the Invoice amount is less than the credit in your account.

User shall agree that in case where the invoice amount raised is less than the credit in your account, the freight invoice amount will be automatically adjusted from your credit and shall be marked as paid. The User shall then continue using ShipRocket Services from the remaining credit amount.

- 4.7 User shall agree that it will be your responsibility to verify the invoices and inform the ShipRocket within 5 (five) Working days in case of any disputes regarding the contents of the invoice.
- 4.8 For any claims by the User like wrong freight being applied, Cash on Delivery missing, pilferage, in transit damage- the signed copy of the manifest sheet of the pick up against which the courier company has received the shipment has to be submitted along with the claim request. Without the signed manifest the request shall not be considered valid.

5. Returns/RTO of the Products

- 5.1 BFRS reserves the right to returned to the User, the products which are not accepted by the Customer for any reason whatsoever, at the location(s) as specified by the User.
- 5.2 BFRS reserves the right to apply the RTO (return to origin) charges same as the agreed shipping rates.
- 5.3 User shall agree that the returns will be initiated by the logistics partners for all products which are not accepted by the Customer for any reason whatsoever. You will ensure that such products are accepted at the location(s) specified by you and share the Airway bill number against which the shipment returned to the User/User.

5.4 In case of non-acceptance of the RTO shipment by the User, BFRS reserves the right to levy suitable demurrage charges for extended storage of such products for any period exceeding 7 (seven) Business days from initiation of the Returns and up to 45 (Forty Five) days from such date. In case of non-acceptance of the products beyond 45 (forty five) days, BFRS has the right to dispose such products and the User will forfeit all claims in this regard towards the ShipRocket also user will be required to pay charges for disposing the product.

6. Reverse Pickups:

6.1 “Reverse Pickup” means collection of the Products by Service Provider from the Customer’s address as specified by the User and the delivery of such products at a location mutually agreed between the Parties.

6.2 User shall agree that in case of a reverse pick up of orders, it shall be your responsibility, in case a reverse pick up is requested by the user the same shall be charged as per the courier company charges only, additional to the reverse freight charges which are equal to the delivery freight charges as mentioned in the proposal.

6.3 The BFRS and BFRS’s logistics partners shall not be responsible for verifying the contents of the products handed over by the Customer to it delivery Personnel. The Packaging of such products shall also be the sole responsibility of the Customer. The Packaging should be good enough to ensure no damage in transit. The sole responsibility of the contents of the packed consignment shall lie with the end customer. The BFRS and BFRS’s logistics partners shall be, in no way, responsible for any shortage or damage of such consignments unless the same is caused solely due to the gross negligence of the Service Provider.

6.4 It is the responsibility of the User/User that on receipt of the shipment initiated through reverse pickup, share the AWB number on which the logistics partner has delivered the shipment.

7. Liability for “Forward Delivery”

7.1 Not with standing anything contrary contained in this Agreement, the maximum liability is INR 5000 or whatever compensation the logistics partner offers to BFRS in event of a claim by the User, provided such claim is raised by the User within one (1) month from the date of such damage or loss or theft. Any claims by the User should be submitted along with the copy of the signed shipping manifest.

7.2 User shall agree that all claims must be notified to BFRS in writing within 7 Business days from the date of acceptance of the shipment, failing which the User forfeits and waves its rights for such claim.

8. Good till cancelled:

ShipRocket services stay active till 15 days from the date of the last unpaid invoice, the User shall be charged for the period for which the invoice has been raised. The User must request termination before the next billing cycle starts and/or the next invoice, is generated, or the cancelation request does not count. There is no pro-rated refund of remaining service period in the current billing cycle. The customer can request for

Termination by simply writing an email to accounts@BFRS.com with the following information and request of termination

- name of the user,
- name of the store

- reason for termination

9. Termination

9.1 BFRS reserves the right to discontinue the service after giving 7 Business days' notice to User ("USER") in writing. However, in case of failure by User ("USER") to pay outstanding dues of BFRS, BFRS, at its discretion, may discontinue the services with immediate effect.

9.2 In the event of any termination of this Agreement, User shall promptly and forthwith make payments of all the Fees accrued or due to the Service Provider.

10. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL SERVICE PROVIDER, DELIVERY PERSONNEL OR ANY DIRECTOR, OFFICER, EMPLOYEE, AGENT OR CONTRACTOR OF SERVICE PROVIDER BE LIABLE TO THE USER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY LOSSES OR DAMAGES ARISING FROM THE AGREEMENT, UNDER TORT, COMMON LAW OR UNDER PUBLIC POLICY, EVEN IF USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS AND BE LIABLE FOR ANY LOSS OF DATA OR ANY INTERRUPTION OF ANY USER PROPERTY DUE TO ANY CAUSE.

THE PARTIES AGREE THAT THE FOREGOING REPRESENTS A FAIR ALLOCATION OF RISKS BETWEEN THE PARTIES AND IT IS AN ESSENTIAL ELEMENT FOR PARTIES TO ENTER INTO THIS AGREEMENT.

II

A. Banned Products

Dangerous Goods

- a. Oil-based paint and thinners (flammable liquids)
- b. Industrial solvents
- c. Insecticides, garden chemicals (fertilizers, poisons)
- d. Lithium batteries
- e. Magnetized materials
- f. Machinery (chain saws, outboard engines containing fuel or that have contained fuel)
- g. Fuel for camp stoves, lanterns, torches or heating elements
- h. Automobile batteries
- i. Infectious substances
- j. Any compound, liquid or gas that has toxic characteristics
- k. Bleach
- l. Flammable adhesives
- m. Arms and ammunitions
- n. Dry ice (Carbon Dioxide, Solid)
- o. Any Aerosols, liquids and/or powders or any other flammable substances classified as Dangerous Goods for transport by Air

Restricted Items

- a. Precious stones, gems and jewellery
- b. Uncrossed (bearer) drafts / cheque, currency and coins
- c. Poison
- d. Firearms, explosives and military equipment.
- e. Hazardous and radioactive material
- f. Foodstuff and liquor
- g. Any pornographic material
- h. Hazardous chemical items

