

**MERCHANT AGREEMENT
(FOR LAST MILE LOGISTICS SHIPROCKET PLATFORM)**

This Merchant Agreement (“**Agreement**”) is made on [REDACTED] day of [REDACTED], 2023, at Delhi, by and between:

- (1) **Shiprocket Private Limited** (CIN: U72900DL2011PTC225614), (formerly known as Bigfoot Retail Solutions Private Limited) a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Plot No. B, Khasra-360, Sultanpur, M.G. Road, New Delhi-110030, India and its corporate office 416, Phase-III, Udyog Vihar, Gurgaon, Haryana-122002 (hereinafter referred to as “**Shiprocket**”, which expression shall, unless be repugnant to the context or meaning thereof, shall be deemed to mean its successors and permitted assigns) of the **First Part**; and
- (2) [REDACTED] (CIN: [REDACTED]), a [company incorporated under the provisions of the Companies Act, 1956/2013 // proprietorship firm // partnership firm] and having its registered office at [REDACTED] (hereinafter referred to as “**Merchant**”, which expression shall, unless be repugnant to the context or meaning thereof, shall be deemed to mean its successors and permitted assigns) of the **Other Part**.

*Shiprocket and Merchant shall collectively be referred to as “**Parties**” and individually as “**Party**”.*

WHEREAS:

- A. Shiprocket is *inter-alia* engaged in the business of providing logistics management solutions through its website (www.shiprocket.in) and mobile application (together referred as “**Shiprocket Platform**”).
- B. Merchant is *inter-alia* engaged in the business of sale/retail of [REDACTED].
- C. Shiprocket has approached the Merchant to use the Shiprocket Platform for shipping its products.
- D. The Parties are therefore entering into this Agreement in order to record, in writing, the terms of their engagement under which the Merchant shall obtain various business services (B2B) through the Shiprocket Platform.

NOWHEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

- 1.1 On and from the date of execution of this Agreement (“**Effective Date**”) and during the entire Term, Shiprocket shall, subject to the terms and conditions of this Agreement, provide shipping/logistics related services as detailed in **Annexure – 1** of this Agreement to the Merchant through the Shiprocket Platform (“**Services**”).
- 1.2 The terms and conditions for all other services (apart from the Services detailed in Annexure – 1) provided/made available by Shiprocket, shall be mutually agreed by the Parties from time to time.

2. SERVICE FEES

In consideration of the Services to be rendered hereunder by Shiprocket, the Merchant agrees to pay the fees/charges as per the terms and conditions set out in **Annexure - 2** of this Agreement (“**Service Fees**”), along with other fees and charges as mutually agreed by the Parties.

3. TERM

This Agreement shall come into force on and from the Effective Date (or from an earlier date from which the Merchant started procuring Services from Shiprocket) and shall remain in existence while the Merchant is a user of the Services in any form or capacity until terminated by either Party in accordance with the provisions of this Agreement (“**Term**”).

4. COVENANTS OF THE PARTIES

- 4.1 Either Party shall not commit, execute, bind, or contractually obligate anything to any person on behalf of the other Party, without prior consent/authorisation of the other Party.
- 4.2 Each Party shall comply with the terms and conditions mentioned in this Agreement, including the service-related terms and conditions stipulated in **Annexure – 1** of this Agreement.
- 4.3 Each Party shall at all times and at its own expense: (a) strictly comply with all applicable laws, now or hereafter in effect, relating to its performance of this Agreement; (b) pay all fees and other charges required by such applicable law; and (c) maintain in full force and effect all licenses, permits, authorizations, registrations, and qualification from any authority to the extent necessary to perform its obligations hereunder.
- 4.4 Each Party shall be solely responsible for payment of its own taxes, legal compliances, statutory registrations, and reporting under applicable laws.
- 4.5 Merchant hereby agrees that any information/data/document provided to Shiprocket shall be true, accurate, correct, complete, and up to date, to the best of Merchant's knowledge.
- 4.6 Merchant hereby agrees that the services provided by Shiprocket will not be used/utilized for any unauthorized, unlawful, or illegal purposes.

5. REPRESENTATIONS AND WARRANTIES

Each Party hereby warrants and represents to the other Party that:

- (i) it is duly organized and validly existing under the laws of the jurisdiction in which it is established;
- (ii) it has the requisite power and authority to execute, deliver and perform this Agreement and that this Agreement has been duly and validly authorized, executed, and delivered by it;
- (iii) its obligations hereunder constitute legal, valid, binding, and enforceable obligations; and
- (iv) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein do not breach its organizational documents or any law, provisions of any contract, or order of court applicable to it and do not require any applicable governmental approval.

6. INDEMNITY

- 6.1 Either Party ("**Indemnifying Party**") hereby agrees to indemnify, defend and hold the other Party, its director, officers, employees, service providers, and agents ("**Indemnified Party**") harmless from and against claims, demands, actions, liabilities, costs, interest, damages, and expenses of any nature whatsoever (including all legal and other costs, charges and expenses) incurred or suffered by the Indemnified Party, arising out of any: (a) any wrongful or negligent act or omission of the Indemnifying Party; (b) any breach by Indemnifying Party of its obligations, undertakings, warranties or covenants under this Agreement; (c) any breach of applicable law, rules, regulations, legal requirements by the Indemnifying Party; and (d) any third party action or claim made against the Indemnified Party, by reason of any actions undertaken/omission to take any action by the Indemnifying Party under this Agreement.
- 6.2 Notwithstanding anything to the contrary elsewhere stated in this Agreement, no Party shall, in any event, be liable to any other person/other Party under this Agreement, either in contract, tort, or otherwise, for any consequential, incidental, indirect, special or punitive damages, including loss of future revenue, income or profits, diminution of value or loss of business reputation or opportunity.

7. TERMINATION AND CONSEQUENCES OF TERMINATION

- 7.1 Either Party may terminate this Agreement on the occurrence of any of the following events:
- (i) immediately, if other Party is declared insolvent or bankrupt or is unable to pay its debts or makes a composition with its creditors; or
 - (ii) immediately, if other Party is dissolved or wound up compulsorily or if an order made or an effective resolution is passed for the winding up of the such Party; or
 - (iii) in case of any material breach of this Agreement by the other Party, however, after giving 15 (fifteen) days prior written notice to the other Party to rectify such breach and the Party in breach is unable to rectify such breach within such 15 (fifteen) days' time.
- 7.2 In addition, this Agreement may be terminated by either Party, for convenience, by giving 30 (thirty) days prior written notice to the other Party.
- 7.3 The termination of this Agreement shall not relieve any Party of any obligation or liability accrued prior or after the date of termination.

8. CONFIDENTIALITY

- 8.1 Each Party hereby agrees not to utilize any information received by it/its staff, personnel, agent, representatives from the other Party under/pursuant to this Agreement ("**Confidential Information**") for its own use or disclose to other persons during or after cessation of this Agreement, except as required for fulfilling the obligations under this Agreement.
- 8.2 Upon expiration/termination of this Agreement, or at any time at disclosing Party's request, the receiving Party shall, to the extent possible, return to the disclosing Party all Confidential Information in its possession and, if so requested, delete irretrievably any Confidential Information that it may have stored on any magnetic or optical disk or memory or otherwise in electronic form in its possession or control.
- 8.3 The obligations set out in this Clause shall not apply to Confidential Information that: (a) is or becomes publicly known other than through breach of this Clause; (b) is in possession of the receiving Party prior to disclosure by the other Party; (c) is rightfully furnished to the receiving Party by a third party without disclosure restriction on the third party; or (d) is required to be disclosed to/by law, judicial court, recognized stock exchange, government department or agency or other regulatory authority.

9. INTELLECTUAL PROPERTY

- 9.1 Shiprocket is hereby granted a limited, non-exclusive, non-transferable license to use, display, and reproduce the Merchant's name, brand name, logo, wordmark, trademark, service marks, etc. on a non-exclusive and royalty-free basis, in connection with the Services.
- 9.2 Shiprocket hereby authorizes the Merchant to access, view, and use the Services through the Shiprocket Platform. 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 Shiprocket Platform (collectively, "**Shiprocket Content**") shall be the property of Shiprocket and the Merchant shall not modify the Shiprocket Content or reproduce, display, publicly perform, distribute, or otherwise use the Shiprocket Content in any manner, without the prior written consent of Shiprocket.

- 9.3 Save as otherwise provided in this Agreement, nothing contained herein shall authorize the Parties to use, apply, invade or in any manner exploit or infringe the intellectual property rights of the other Party. In addition, the Parties undertake not to infringe the intellectual property rights of any third party. The Parties agree that all the intellectual property already developed and/or owned by each Party as on the Effective Date shall continue to vest with the concerned Party. However, ownership of all the intellectual property rights created and/or developed pursuant to this Agreement, including any material/right created and/or developed in relation to the performance of Services, shall solely vest with Shiprocket. It is hereby clarified that Shiprocket has exclusive ownership of the Shiprocket Platform, Shiprocket Content, and of all intellectual property rights in relation thereto, and Shiprocket shall continue with such ownership during the Term and thereafter in perpetuity.
- 9.4 All rights with respect to the data and information on the Shiprocket Platform shall vest with Shiprocket. For avoidance of doubt, it is hereby clarified that Shiprocket may use such data for the purposes of research, analysis & business intelligence, improvement/development/advancement of Shiprocket Platform & Shiprocket Services, and for other purposes and in accordance with the privacy policy as provided on the Shiprocket website.

10. LIMITATION AND DISCLAIMER

- 10.1 Shiprocket shall adopt reasonable security measures commensurate with the industry standards and as mandated by applicable law, however, the Shiprocket Platform, Shiprocket services and/or services/applications of third-party service providers may not be fully uninterrupted or error free or free from any virus or other malicious, destructive or corrupting code/program. Shiprocket shall not be responsible or liable for any loss or damage (including loss of revenue, income, or profits) on account of any interruption or issues which are not in control of Shiprocket.
- 10.2 The Merchant hereby acknowledges and agrees that use of the Services by the Merchant is at its sole risk and that the Services are provided on “as is” and “as available” basis. Shiprocket does not provide or make any representation, warranty, or guaranty, express or implied about the Services, and to the fullest extent permitted by law disclaims all liability arising out of the Merchant’s use or reliance upon the Services.
- 10.3 Notwithstanding anything stated in this Agreement, however, save as otherwise provided in Annexure - 1, the aggregate liability of Shiprocket to the Merchant under this Agreement shall not in any event exceed the amount equivalent to the preceding 1 (one) month’s aggregate Service Fees earned and received by Shiprocket under this Agreement from the date of occurrence of such liability.

11. MISCELLANEOUS

- 11.1 **Assignment:** Either Party shall not assign this Agreement or any of its rights and obligations hereunder, without the prior consent of the other Party; any such attempted assignment shall be null and void.
- 11.2 **Force Majeure:** Neither Party shall incur any liability or shall be deemed to be in breach of the Agreement due to any event beyond the reasonable control of such party (“**Force Majeure**”), including but not limited to an act of God, fire, strikes, acts of war, riots, acts of terrorism, pandemic/epidemic or governmental prohibition(s). If the Force Majeure conditions continue for more than 15 (fifteen) days, either Party may terminate this Agreement by giving a notice to the other Party.

- 11.3 **Governing Law, Settlement of Disputes and Jurisdiction:** This Agreement (and any dispute or claim relating to it, its enforceability, or its termination) is to be governed by and construed in accordance with the laws of India. Each of the Party agrees that, if any dispute(s) or difference(s) shall arise between the Parties in connection with or arising out of this Agreement, the Parties shall attempt to settle such dispute(s) by mutual discussions. If the said dispute(s) cannot be settled by mutual discussions either Party may refer the matter to a sole arbitrator mutually appointed by the Parties. The arbitration proceedings shall be held in accordance with the provisions of Arbitration and Conciliation Act, 1996 and the rules made thereunder. The arbitration proceedings shall be held in the English language, and the seat of the arbitration shall be at New Delhi. Subject to the arbitration mechanism, the courts at New Delhi shall have the exclusive jurisdiction over any disputes relating to the subject matter of this Agreement.
- 11.4 **Survival:** The terms and provisions of this Agreement that by their nature and content are intended to survive the performance hereof by any or all Parties hereto shall so survive the completion, expiration, and termination of this Agreement.
- 11.5 **Entire Agreement & Amendment:** This Agreement (including its recitals, schedules, and annexure) constitutes the entire agreement and understanding between the Parties, and supersedes any previous agreement or understanding between the Parties (including any LOI/MOU). This Agreement shall not be varied, amended, or modified by any of the Party unless such variation, amendment, or modification is agreed to by the Parties.
- 11.6 **Independent Contractor:** Nothing in this Agreement (or any of the arrangements contemplated herein) shall be deemed to constitute a partnership/joint venture/employment 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.
- 11.7 **Interpretation:** In this Agreement, unless the context otherwise requires:
- (i) the terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar purport refer to the Agreement as a whole.
 - (ii) any reference to a statute or statutory provision includes a reference to that provision as amended, re-enacted, or replaced, and any regulations or order made under such provisions from time to time, whether before or after the date of this Agreement and any former statutory provision replaced (with or without modification) by the provision referred to;
 - (iii) the Merchant agree that in addition to the terms and conditions of this Agreement, the terms and conditions of the Shiprocket merchant agreement as provided on Shiprocket’s website, as amended from time to time, shall form part of this Agreement. In case of any inconsistency between the provisions of this Agreement and the Shiprocket Merchant Agreement (as provided on the website), Shiprocket shall at its sole discretion remove such inconsistency;
 - (iv) any additional terms and conditions, standard operating procedures (SOPs), service-level agreements (SLAs), terms of use, disclaimers, and other policies applicable to general and specific areas of this Agreement, Shiprocket Platform and/or Service, as formulated by Shiprocket, shall be construed to form an integral part of this Agreement and any breach thereof will be construed as a breach of this Agreement;
 - (v) a provision of this Agreement must not be interpreted against any Party solely on the ground that the Party was responsible for the preparation of this Agreement or that provision, and the doctrine of contra proferentem does not apply vis-à-vis this Agreement;
 - (vi) any reference to the singular includes a reference to the plural and vice-versa and words denoting any gender shall include all genders; and
 - (vii) headings and titles are used for ease of reference only and do not affect the interpretation of this Agreement.

THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT AS OF THE DATE AND YEAR HEREINABOVE FIRST WRITTEN.

Signed and delivered by
Shiprocket Private Limited

Name: Akshay Ghulati
Title: CEO- International Shipping

Signed and delivered by

Name: _____
Title: _____

ANNEXURE – 1
Services and Other Terms & Conditions

(A) Scope of Services

- (i) SHIPROCKET is the author and owner of its logistics software and platform (being Shiprocket Platform), providing its users an automated shipping panel services integrated with the courier vendors. Merchant agrees that SHIPROCKET provides logistic services (for both domestic and international (cross national border) shipments) and it is the subcontracted logistic vendors of SHIPROCKET who perform the actual pick-up and delivery of the shipments.
- (ii) Merchant understands that Shiprocket is not performing any activity/job or providing services on behalf of the Merchant which may tantamount it as the seller, retailer, and/or stockiest/distributor of goods.

(B) Log-in, Booking, Pick-up, and Tracking of Shipments

- (i) Upto 10 users are permitted to share an account on the Shiprocket Platform.
- (ii) Post booking of the shipment by the Merchant, the same shall be picked up by Shiprocket's logistics vendor from the location specified by the Merchant.
- (iii) Tracking number of the shipment booked on the Shiprocket Platform will be assigned by an automated process.

(C) Shipping Label, Manifest, and Invoice

- (i) Merchant shall paste the shipping label on the shipment, which shall have details of the order number, consignee details, product details, 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 SHIPROCKET shall enable the Merchant 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 vendor happens.
- (ii) At the time of handover of the shipment, Merchant shall collect the signed copy of the shipping manifest from the logistics vendor personnel. Manifest is the proof of handover of shipment to the logistic vendor.
- (iii) Merchant shall insert the invoice in the shipment before handing over the shipment to the logistic vendor. The said invoice shall be in compliance with the applicable laws (including GST related rules and regulations).
- (iv) Shiprocket Platform enable the Merchant to take a print of the above referred shipping label, shipping manifest, and invoice.

(D) Packaging

- (i) Merchant shall ensure that the shipment (before being handed over to the logistic vendor) is in proper, tamper proof, and damage proof packing of their brand.
- (ii) Merchant agrees that it shall use good quality tapes, duly engraved with Merchant's trademark/name, and not generic tapes (i.e. brown/plain/transparent tape) for the packaging/sealing of the goods/shipments.
- (iii) Shiprocket shall have no responsibility of any kind, in case of pilferage/damaged/alteration/tapering/ leakage, etc. of the goods/shipments, in case of any failure of the above packaging requirements by the Merchant.

(E) Compliance with Law

- (i) The Merchant shall comply with all statutory requirements (State, Central and custom/international laws/statutes) applicable in relation to booking and sale of the shipments.
- (ii) All duties (including custom duty), taxes, octroi, cess, clearance charges, and any other charge/levy by whatsoever name called, levied on the shipments, shall be paid by the Merchant.

- (iii) If the value of the good(s)/shipment(s) is greater than or equal to Rs. 50,000/- and where the requirement of e-way bill is mandatory, the Merchant shall provide a valid e-way bill (both for forward and/or RTO shipment) to Shiprocket, within 7 days from the date of the good(s)/shipment(s) being shipped or marked as 'RTO Initiated' on Merchant's dashboard. In case the Merchant fails to provide said e-way bill within the stipulated time period, then the concerned good(s)/shipment(s) may be marked as 'Disposed', and Shiprocket and/or its courier vendor(s) shall not be held liable for any liability in relation thereto.

(F) Obligations of the Merchant

- (i) Merchant shall be ready with the packed shipment when the logistic vendor personnel comes to pick-up the shipment.
- (ii) All pick-ups should be logged-in by the Merchant before the cut off time, as informed by Shiprocket from time to time. No pick-up on the same day shall be possible beyond the cut-off time.
- (iii) Merchant shall only use the Shiprocket Platform for generating the pickup and move the shipment only on the Airway Bill number generated from the Shiprocket Platform administration panel.
- (iv) Merchant shall not book/ship two or more shipments against a single AWB number or send multi packet shipments, except in the case where MPS (multi packet shipments) service has been activated by Shiprocket for the Merchant.
- (v) Merchant understands that the pick-up services shall be provided only for the locations which are registered on Merchant's Shiprocket Platform panel.
- (vi) Merchant shall ensure that the correct and complete description of the destination as well as all the relevant information/details and documents (including but not limited to the e-way bill number and valid GST invoice) are mentioned/provided by the Merchant while booking/handing over a shipment. In case any incomplete/incorrect information or documents are provided by the Merchant, the shipment may be returned from origin and the shipping charges (both forward and RTO charges) shall be levied, in addition to any damages/taxes imposed by the statutory authorities, if any, in the transit of such shipment. Such charges shall be irreversible and no claim for the return of such charges shall be entertained by Shiprocket.
- (vii) Merchant hereby agrees that in case of any damages/losses/charges/penalties imposed by the logistics vendor on Shiprocket on account of any act/omission/default/negligence on part of the Merchant, then in such a case the Merchant shall pay said damages/losses/charges/penalties to Shiprocket.

(G) Returns/RTO of the Products

- (i) Shiprocket shall return to the Merchant, the shipments which are not accepted by the customer of the Merchant ("**Customer**") for any reason whatsoever.
- (ii) Shiprocket reserves the right to apply the mutually agreed RTO (return to origin) charges for the returned shipments.
- (iii) Merchant shall ensure that RTO shipments are accepted at the location(s) specified by the Merchant and share the Airway bill number against which the shipment returned to the Merchant.
- (iv) In case of non-acceptance of the RTO shipment by the Merchant or in case the Merchant is not reachable for RTO shipment, Shiprocket reserves the right to levy suitable demurrage/incidental 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.
- (v) In case of non-acceptance of the products beyond 10 (ten) days from the first RTO undelivered date/first RTO delivery attempt date, Shiprocket has the right to dispose such products and the Merchant will forfeit all claims in this regard towards the Shiprocket also Merchant will be required to pay charges for disposing the product, along with all other charges (including demurrage/incidental charges). Further in such a case, Shiprocket shall *inter-alia* have the right to:
 - (a) retain (and subsequently adjust the outstanding amounts/charges within 30 days of retention from) the COD amounts of the Merchant lying with Shiprocket; and/or
 - (b) retain the custody of the shipments of the Merchant which are in the possession of Shiprocket logistics vendor(s); and/or
 - (c) forfeit the security deposit amount of the Merchant (if any) lying with Shiprocket.

- (vi) Shiprocket and its logistics vendors shall not be responsible for verifying the contents of the RTO shipments (i.e. (i) RTO shipment (viz. shipment which is returned in the same condition as originally dispatched by the Merchant) and; (ii) closed box reverse pickup shipment (viz. shipment which is opened and subsequently packed by the Customer)) handed over by the Customer, except in case of open box reverse pickup shipments. The packaging of such products shall also be the sole responsibility of the Customer. The said packaging should be good enough to ensure no damage in transit. Shiprocket and Shiprocket's logistics vendors 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 Shiprocket/ its logistics vendor.

(H) Calculation of Weight and Weight Disputes

- (i) Volumetric weight is calculated $LxBxH/5000$ for all courier companies except for Fedex Surface, Aramex, Fedex Surface Light, and Gati Surface.
- (ii) In case of Fedex Surface, Fedex Surface Light and Gati Surface volumetric weight is calculated as $LxBxH/4500$, and for Aramex it is $LxBxH/6000$ (length, breadth, height has to be taken in Centimeters and divided by denominator, this will give the value in Kilograms).
- (iii) Dead/Dry weight or volumetric weight whichever is higher should be taken while calculating the rates/freight charges.
- (iv) Other charges like address correction charges if applicable shall be charged extra.
- (v) In case the declared weight differs and is less than the actual weight, then shipping charges will be revised to actual weight. Merchant will be notified regarding such discrepancy in the weight (on the dashboard) and will be given 7 (seven) working days' notice to either accept or reject the updated weight. In the event, Merchant accept the updated weight the same will get billed, and if Merchant reject the updated weight the same will not get billed until the matter is rectified/resolved. Further, in case Merchant do not accept or reject the updated weight, the same will be auto accepted in 7 (seven) working days' time period. 'Working Days' in this clause shall mean days on which Shiprocket is open for business, other than Saturday, Sunday, and days declared by Shiprocket as holidays.

(I) Cash on Delivery (COD) Shipments & COD Remittance

- (i) Merchant agrees that in case of shipments booked under Cash on Delivery ("COD"), Shiprocket's logistics vendor shall deliver the shipment and collect cash from the Customer as per the details mentioned on the shipping label and remit/reimburse the amount to Shiprocket which then would be paid to the Merchant as per the below mentioned Clause. In relation to the same, it is hereby clarified that: (i) the Merchant engages Shiprocket as an agent of the Merchant for the purpose of collection of the COD amount; (ii) Shiprocket may receive certain consideration (as mutually agreed) in lieu of such services as an agent; and (iii) Shiprocket shall not have any title to the goods for which the COD amount will be collected.
- (ii) COD amount shall not be paid or will have to be refunded by the Merchant (if already paid) for the shipments which were originally booked on COD, however which were subsequently modified.
- (iii) In case the COD amount which is already remitted to the Merchant due to wrong status (delivered) updated by logistics vendor, the same amount refunded by the Merchant to Shiprocket or be deducted by Shiprocket from future COD payments to the Merchant.
- (iv) Save as otherwise agreed by the Parties, remittance of the COD amounts to the Merchant shall be done by Shiprocket within 8 (eight) days from the delivery date of the concerned shipment, subject to the remittance cycle being followed by Shiprocket which at-present is remittance on three days (Monday, Wednesday & Friday) in a week.
- (v) In the event Shiprocket is not able to remit the COD amount to the Merchant, within a period of 365 days from the due date, due to any reason which is not attributable to Shiprocket (including incorrect bank details provided by the Merchant), then the Merchant hereby agrees to waive all its rights and claims against Shiprocket and its logistics vendors arising out of or in relation to non-payment of the COD amount and Shiprocket shall have an unconditional right to forfeit such unclaimed COD amount after the expiry of said 365 days.

(J) Cap on Shipment related Liability & other Claims

- (i) Notwithstanding anything contrary contained in this Agreement, the maximum liability of Shiprocket per shipment will be as follows: (i) Rs. 2,500/- (Indian Rupees Two Thousand Five Hundred Only) or the order value, whichever is lower, if the shipment was damage, lost & theft during forward journey; or (ii) Rs. 2,000/- (Indian Rupees Two Thousand Only) or 50% of the order value, whichever is lower, in case the shipment was damage, lost & theft during RVP (Reverse Pick up) journey; or (iii) Rs. 2,500/- (Indian Rupees Two Thousand Five Hundred Only) or 80% of the order value, whichever is lower, in case the shipment was damage, lost & theft during RTO journey, towards the Merchant under this Agreement, provided that such claim is raised by the Merchant within the timelines specified under this Agreement and, in any event, not later than thirty (30) days from the shipment pick up date - failing which the Merchant forfeits and waves its rights for such claim. Any claims by the Merchant should be submitted within the specified time period along with the copy of the signed shipping manifest.
- (ii) In relation to the above, it is clarified that:
- (a) in case of a claim under this Agreement by the Merchant (due to any reason including damage, lost, theft, etc.), Shiprocket shall only be liable to pay in accordance with (i), (ii) and (iii) above, except in cases where Shiprocket has received a request from the Merchant (within 7 days of the lost/damage declared date) for procuring certificate of facts (COF) from the concerned courier company. In such a case, Shiprocket shall only be required to arrange the COF from the concerned courier company, and will not be liable to pay any compensation to the Merchant;
 - (b) the User may secure its shipments having a value of more than Rs. 2,500/- (Indian Rupee Two Thousand Five Hundred Only), by paying certain additional risk cover charges to SHIPROCKET;
 - (c) in relation to claims for damaged shipments, it is hereby clarified that the amount of compensation shall depend upon the quantum/percentage of damage as against the full product value of the shipment; and
 - (d) the claim amount already credited to the Merchant on account of incorrect status or shipment shall be refunded by the Merchant (by way of deduction from Merchant's wallet, future COD amounts, or otherwise) in case the concerned shipment has been traced and delivered/RTO delivered to the Merchant.
- (iii) The Merchant agrees that all claims relating to: (i) damage/pilferage/tampering/leakage/fake delivery of the shipment must be notified to Shiprocket in writing within forty-eight (48) hours of the delivery of shipment; and (ii) loss/theft of the shipment must be notified to Shiprocket in writing within thirty (30) days of the shipment pickup date.
- (iv) Shiprocket and/or its courier vendor shall not be responsible for any damage to the shipments which include liquid or fragile items/products (including but not limited to liquid cosmetic, beauty products, perishable, and glass items).
- (v) For claims by the Merchant regarding non-connectivity of the shipment (i.e. where the Merchant is claiming that the shipment has been picked up but not connected) - the signed copy of the manifest sheet of the pick up against the disputed shipment has to be submitted along with the claim request by the Merchant within 3 (three) days from the pickup date. Without the signed manifest any such request shall not be considered valid.
- (vi) For claims by the Merchant 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.
- (vii) 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 Shiprocket at any point of time.
- (viii) 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 Shiprocket.

(K) Dangerous/Restricted Goods

- (i) Merchant hereby agrees that it will not book / handover any good/shipment which is banned, restricted, illegal, prohibited, stolen, or infringing of any third party rights, or which contains any cash, jewellery (excluding artificial jewellery), gold, silver, diamond, platinum, precious metals, precious stones, currency, bullion, financial and security instruments, or any reactive, hazardous or dangerous items/goods which are in breach of any applicable law or of any packaging/transportation guidelines of the concerned logistics vendor; in which cases Shiprocket/its logistic vendor shall not be responsible and liable for the delivery of any such products, any loss, damage, theft or misappropriation of such products.
- (ii) Without prejudice to the generality of the aforesaid, an indicative list of the dangerous and restrictive goods is given below:

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 and/or infectious characteristics
- (k) Bleach
- (l) Flammable adhesives
- (m) Arms, ammunitions or any weapon with blade (including but not limited to air guns, flares, gunpowder, firework, knives, swords and antique weaponry)
- (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.
- (p) Alcohol
- (q) Tobacco and tobacco related products
- (r) Electronic cigarettes
- (s) Ketamine.

Restricted Items:

- (a) Precious stones, gems, and jewellery (including but not limited to antiques bullion (of any precious metal), diamonds, gold, silver, platinum, trophies related to animal hunting, semi-precious stones in any form (including bricks thereof))
- (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) Any Hazardous chemical items (including but not limited to radioactive material, special chemicals, material, equipments and technologies (SCOMET) items, hazardous/chemical waste, corrosive items (acids), machines parts containing oil, grease, toner)
- (i) Any Plants and its related products (including but not limited to oxidizing substances, sand/soils/ores, sandalwood, wood, wood pulp, edible oils, de-oiled groundnut, endangered species of plants and its parts, asbestos)
- (j) Any Drugs and Medicines (including but not limited to cocaine, cannabis, LSD, morphine, opium, psychotropic substances, and such other drugs, poisonous goods, contraband (such as illegal/illicit and counterfeit drugs))
- (k) Any Animals and Human Body related items/product (including but not limited to live stock, cremated or disinterred human being's remains, human being and any animal embryos, human being and any animal remains, human being and any animal corpses, organs/body parts of human being and any animals)

(L) Counterfeit Shipments

- (i) The Merchant agrees that it shall not handover counterfeit products/shipments to Shiprocket/its logistics vendor. Counterfeit products/shipments include products/shipments which are misrepresented in their origin or quality, or which are fake, cloned, duplicate, or likewise products/shipments.
- (ii) In the event Shiprocket believes that Merchant or any of Merchant's Customer are shipping/selling (or have shipped) counterfeit product/shipment, Shiprocket would *inter-alia* have the right:
 - (a) to seize such product/shipment;
 - (b) to report the incident to the appropriate government authority/police station;
 - (c) to block/retain/adjust the entire COD amount of Merchant lying with Shiprocket/its courier vendor; and/or
 - (d) to seize all the products of Merchant lying with Shiprocket/its courier vendor and also to dispose such products (without any intimation to Merchant) after a period of 90 days from the date of seizure.

(M) International Shipments

- (i) In case the Merchant uses Shiprocket Platform for international/cross-national border shipments, then in addition to the terms and conditions of this Agreement, the Merchant hereby agrees that the main terms and conditions provided at **Annexure - 3** of this Agreement shall be applicable.
- (ii) Shiprocket reserves the right to add/modify the terms and conditions as provided in **Annexure - 3** from time to time by providing a notice, either on Shiprocket Platform dashboard or through email to the Merchant, which shall be considered as valid and agreed communication.
- (iii) Notwithstanding anything stated in this Agreement, it is hereby agreed that in relation to the international/cross-national border shipments, the terms and conditions mentioned in **Annexure - 3** shall prevail over the other terms and conditions of this Agreement.

(N) Other Covenants

- (i) Said To Contain Basis: All goods/shipments agreed to be shipped through the Shiprocket Platform are on "SAID TO CONTAIN BASIS" i.e. Shiprocket or its logistics vendors shall be under no obligation and is not expected to verify the description and contents of the products declared by the Merchant on the docket and as such, the Merchant shall undertake and ensure to make proper, true, fair, correct and factual declaration on the docket regarding description and value of products/shipments (including the value of the shipments which are prepaid/replacement/gift shipment).
- (ii) Merchantability: Shiprocket shall not be responsible for the merchantability of the goods/shipments.
- (iii) Forcible Snatching: Shiprocket shall not be responsible for any loss (including loss of COD amount) in case of forcible snatching by the Customer. Such incidents/cases shall be the sole responsibility of the Merchant and the Merchant is liable to initiate actions to resolve such incidents, if any, on its own, including but not limited to legal processes, as well as to reimburse the losses (if any) to the concerned logistic vendor/its personnel.
- (iv) Customer Dispute: Merchant undertakes to resolve the disputes raised, if any, by the Customer(s) within a period of 24 hours from the raising of such dispute(s). Failure to do so shall enable/authorize Shiprocket to hold the COD remittance, till the time such dispute(s) is rectified by the Merchant.
- (v) Account Suspension/Termination: Shiprocket may restrict, suspend or terminate the account of any Merchant 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 this Agreement, or any other behaviour that Shiprocket, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, Shiprocket has adopted a policy of terminating accounts of Merchant's who, in Shiprocket's sole discretion, are deemed to be repeat infringers of any terms of use even after being warned by it. In addition, Shiprocket may also restrict, deactivate, suspend or terminate the account of any Merchant upon the request/instructions of Shiprocket courier vendor.

- (vi) Communication Mode: Merchant hereby agrees and provides its consent to receive communications, correspondences, updates, notifications, etc. from Shiprocket through email, SMS, Whats-app, and any other mode as agreed by the Parties from time to time. The Parties agree that the said communications, correspondences, updates, notifications, etc. will be legally binding on them.
- (vii) Insurance: Merchant understands, agrees, and acknowledges that Shiprocket/its logistics vendors are a mere bailee of the goods/products, cash and is not an insurer of the same. Merchant hereby expressly and specifically waives all its rights and claims against Shiprocket and its logistics vendors arising out of or in relation to the principles of insurance.
- (viii) KYC: Merchant hereby: (i) agrees that the Merchant has voluntarily submitted the various KYC information and documents (including but not limited to Aadhaar card/OTP, PAN card, voter id, passport, driving license, GST certificate, income tax returns, entity details, etc.) and requisite information as required by Shiprocket from time to time; (ii) provides its consent for verification of the information and documents submitted to Shiprocket in order to establish its genuineness in the manner permitted by applicable laws; and (iii) provides its consent and further authorizes Shiprocket to share its relevant details and documents (including but not limited to business/registered name(s), phone number(s), address(es), email-id(s), bank account details, PAN card, KYC documents, etc.) with the concerned entity for processing of insurance claims and with the concerned judicial authority, court, police, complainant, etc. (as the case may be) in the event of a complaint been filed against the Merchant or dispute been raised in relation to the shipment(s) made by the Merchant.
- (ix) OTC/Blue Dart: Merchant hereby agrees that it shall: (a) not (directly or indirectly) use Shiprocket Services/Shiprocket Platform while being in the capacity of a reseller, OTC (over the counter), or franchise of any courier/logistics company, including that of Blue Dart; (b) use the Blue Dart account/services through Shiprocket platform only for e-commerce sales related transactions; and (c) not already hold a Blue Dart account, since the Merchant understand that Shiprocket is not authorized to offer Blue Dart services to sellers who already hold Blue Dart account.
- (x) Prepaid Account: Merchant hereby agrees that if the Merchant wishes to use/opt for Shiprocket prepaid account or if the Merchant converts the post-paid account into a pre-paid account, then the Merchant shall use said services/prepaid account only pursuant to agreeing with Shiprocket the terms and conditions related to the prepaid account. In absence of the above-stated agreed terms, pre-paid account of the Merchant will be regulated as per the then prevailing terms and conditions of Shiprocket relating to pre-paid account services.
- (xi) Shipping of Documents: Merchant hereby agrees that if the Merchant wishes to use the Shiprocket Platform for shipping documents/letters/likewise items, then the Merchant shall use the said services only pursuant to agreeing with Shiprocket the terms and conditions related to shipping of documents. In absence of the above-stated agreed terms, the said orders/shipments will be processed as per the then prevailing terms and conditions of Shiprocket relating to shipping of documents.

ANNEXURE – 2
Service Fees and Other Terms & Conditions

(A) Service Fees

- (i) As a consideration for rendering the Services, the Merchant shall pay the fees and other charges to Shiprocket, as mutually agreed by the Parties from time to time or as mentioned on the dashboard of the Shiprocket Platform.
- (ii) The fees/charges for all other services (apart from the Services detailed in Annexure – 1) shall be mutually agreed by the Parties from time to time.
- (iii) Shiprocket reserves the right to modify the fee and charges by providing a notice, either on Shiprocket Platform dashboard or through email to the Merchant, which shall be considered as valid and agreed communication. Upon the Merchant not communicating any negative response/objection to Shiprocket to such fee change notice, Shiprocket shall apply the modified fee structure. Upon the Merchant communicating any negative response/objection to Shiprocket to such fee change notice, Parties shall mutually discuss and agree on the revised fee structure.
- (iv) If Merchant purchases any subscription based paid service, Merchant authorize Shiprocket to charge Merchant applicable fees at the beginning of every subscription period or at such intervals as applicable to the said service, and Merchant authorizes Shiprocket make such modification to the fee structure as required and also agree to abide by such modified fee structure.
- (v) Unless otherwise agreed between the Parties, all fees and charges shall be exclusive of Goods and Service tax and other statutory taxes, as applicable.

(B) Payment of Service Fees

- (i) Shiprocket shall raise an invoice for the Services twice in a calendar month (preferably in mid of the month and end of the month).
- (ii) The Merchant shall be required to clear the invoice within 7 (seven) days from the date of the invoice.
- (iii) If the Merchant fails to pay the invoice amount within the time period mentioned above or any other amounts/charges payable under this Agreement by due date, then Shiprocket shall *inter-alia* have the right to: (i) retain (and subsequently adjust the outstanding amounts/charges within 30 days of retention from) the amounts received from the Customer through the cash on delivery method (COD amounts); (ii) retain the custody of the shipments of the Merchant which are in the possession of Shiprocket logistics vendor(s); (iii) levy an interest of 18% per annum from the due date of payment, till such time that the Merchant makes entire payment towards the invoice; and/or (iv) forfeit the security deposit amount of the Merchant (if any) lying with Shiprocket.
- (iv) Without being prejudice to the above, the Merchant hereby agrees that Shiprocket may direct the Merchant to pay the freight charges (both forward and RTO charges) as soon as a shipment is picked up or is RTO initiated by the Shiprocket logistic vendor, and that Shiprocket shall have a right to recover such freight charges from the Merchant (for all the shipments which have been picked-up/shipped/RTO however which have not been invoiced) as per the various modes agreed under this Agreement, including but not limited to retaining/adjusting the COD amounts for the shipments of the Merchant.

(C) Credit Limit

Shiprocket may, from time to time, in its sole discretion, provide/allocate a credit limit to the Merchant for the Services, which can be used by the Merchant within a specified time period.

ANNEXURE-C

Terms & Conditions of International Shipments

- A. Proof of Delivery:** No proof of delivery will be provided in case of international shipments. The final status shared by SHIPROCKET will be considered as the terminal status. No investigation based on proof of delivery will be entertained.
- B. Returns:** There is no provision of Returns in international shipments. Undelivered shipments will be disposed off after a certain cut off time, as decided by SHIPROCKET.
- C. Delivery:** In some cases, there will be chances that physical delivery to buyer won't be possible, shipment will be delivered in open porch / mailbox or either buyer has to do self-collection from access pickup point of carrier, and these cases will be closed as delivered on system.
- D. Cash on Delivery:** Cash on Delivery facility is not available for international shipments. Seller has to provide alternate on case to case basis in aid of clearing the shipment in manner to close them, In absence of revert and hold limit cross shipment will be destroyed and all charges will be billed to the seller account if applicable.
- E. Liability:** SHIPROCKET liability for the shipment shall be as per below table. There is no liability for damaged shipments. User will be liable to accept the final status of the shipment as given by SHIPROCKET. It is hereby clarified that provisions of Clause 8 of Annexure-A above shall not be applicable in case of international shipments.

S. No	Merchant Category	Loss Liability
1	SRX Economy	No Liability (All Countries)
2	SRX Premium	INR 1000/- or 50% Invoice Value whichever is lower (All Countries)
3	SRX Premium Plus	INR 1000/- or 50% Invoice Value whichever is lower (All Countries)
4	SRX Premium Books	INR 1000/- or 50% Invoice Value whichever is lower (All Countries)
5	SRX Priority	INR. 5000/- or 100% Invoice Value whichever is lower (All Countries)
	3PL Liability	
1	Indian Post All Services	Claim to be directly submitted with India Post as per the applicable liability clause for respective services
2	Aramex EPX/ GPX	No liability, INR 0 (All Countries)

3	Aramax PPX	INR 5000 or 100% of invoice value, whichever is lower (All Countries)
4	DTDC Global/ DTDC Priority	No liability, INR 0 (All Countries)
5	DTDC Express	INR 5000 or 100% of invoice value, whichever is lower (All Countries)

- F. Packaging:** The packaging of the User documents of goods for transportation is the User’s sole responsibility, including the placing of the goods or documents in any container which may be supplied by the User to SHIPROCKET. SHIPROCKET accepts no responsibility for loss or damage to the documents, goods due to inappropriate packaging.
- G. Negligence:** The User will be responsible for all losses to the shipments due to failure to comply with it’s obligations.
- H. Charges:** The User will be liable to pay all charges – customs, airport fees, surcharges that is incurred by SHIPROCKET in the process of enabling the movement of the User’s shipment.
- I. Miscellaneous:** In addition to the above, SHIPROCKET shall have a right to add/modify the SOPs and SLAs as per its courier/logistic vendor’s requirements to the User (from time to time), which shall be strictly followed by the User. For avoidance of doubt, it is clarified that the referred SOPs and SLAs shall form an integral part of this Agreement and any breach thereof will be construed as a breach of this Agreement.
- J. SecureX:** The User may secure the shipments being shipped through Shiprocket by availing SecureX services by paying certain additional charges as visible on the Merchant panel. Further, the User shall note that the Terms & Conditions available under the SecureX services shall be binding on the User and all cases and claims shall be governed as per the Terms & Conditions. In case the Claim is rejected for any reason whatsoever, Shiprocket shall not be liable for any loss claim.