

IT IS AGREED BETWEEN BOTH PARTIES AS FOLLOWS:

DEFINITIONS AND INTERPRETATION

• i. In this list of t&c, including in the Recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires:

a. "T&C acceptance" means this The Customer mentioned t&c and any Annexures hereto, whether attached or incorporated by reference;

b. "Applicable Law" shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Authority having jurisdiction over the matter in question, whether in effect as of the date of mentioned t&c or thereafter;

c. "Authority" shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization that have the force of Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of the India or any other country;

d. "Confidential Information" shall mean, with respect to each of the Party, information including but not limited to, the business, The Customers, suppliers, services, products, affairs, performance, marketing plans and finances of each Party, which for the time being is confidential or treated by the Party as such, trade secrets (including technical data and know-how) relating to the business, suppliers, clients or The Customers;

e. "Force Majeure" means an act of god, war, civil disturbance, strike, lockout, act of terrorism, flood, fire, explosion or legislation or restriction by any government or other authority, or any other similar circumstance beyond the control of any Party, which has the effect of wholly or partially suspending the obligations hereunder, of the Party concerned during the continuance and to the extent of such prevention, interruption or hindrance;

f. "Intellectual Property" or "Intellectual Property Rights" shall mean any and all trademarks and services marks (whether or not registered), copyrights, design rights (whether or not registered), moral rights, patents, performance rights, database rights, internet, WAP and other new media rights, names, logos and codes, publicity rights, and any and all other intellectual property and proprietary rights of any nature whatsoever that subsist, or may subsist, or be capable of registration, in each case in relation to the Services or any part thereof and which exist, or may exist, in any jurisdiction in the territory;

• ii. Interpretation

a. Headings are used for convenience only and shall not affect the interpretation of mentioned t&c.

b. References to mentioned t&c shall be deemed to include any amendments or modifications to mentioned t&c, as the case may be.

c. Unless the context specifies otherwise, reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other gender.

d. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of mentioned t&c), for the time being in force, all statutory instruments or orders made pursuant to a statutory provisions and any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.

e. In addition to the terms defined in this Clause 1, certain other terms are defined elsewhere in mentioned t&c and whenever such terms are used in mentioned t&c they

shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires. Provided that in the absence of a definition being provided for a term, word or phrase used in mentioned t&c, no meaning shall be assigned to such term, word, phrase which derogates or detracts from, in any way, the intent of mentioned t&c.

SERVICES BEING PROVIDED BY THE COMPANY TO THE CUSTOMER

- i. With effect from the Effective Date, the Customer hereby appoints the Company, to provide to the Customer, logistics solutions (“Service”). The Company hereby agrees to provide the Service in accordance with the terms and conditions of mentioned t&c.
- ii. In order to avail the Service being provided by the Company, the Customer is required to create an account, by providing all the relevant, true, accurate, current and complete details, as detailed in Annexure A to mentioned t&c. The Customer shall also be required to assign itself, a The Customer’s name and password to access the account.
- iii. The Customer hereby agrees that it shall be responsible for maintaining the confidentiality of its Customer’s name and password. It shall be responsible for all activities that occur in its account.
- iv. The Customer agrees and acknowledges that it shall be required to process/ place a request for its logistics requirement, on the Company’s platform. Upon placing a request on the Company’s platform, the Company shall assign a Service Provider, who shall pick up the shipment from the location provided by the Customer. The Company shall assign a Service Provider, at its sole discretion and such assignment of a Service Provider shall be based on the location of the Customer, nature of the consignment, etc.
- v. The Customer shall be required to clearly provide the details of the consignment, including but not limited to consignment details, consignee details, return address/ shipping address, amount of money to be collected in case of cash on delivery (“COD”) shipments etc.
- vi. The duly packaged consignment shall be handed over to the Service Provider by the Customer or the consignee, along with the aforementioned details on the packaging.
- vii. In case of COD consignments, the Service Provider shall collect the amount of money from the consignee, as per the instructions provided by the Customer. The Service Provider shall remit such money to the account of the Company, after the same being collected from the consignee. The Company shall thereafter remit the same in the account of the Customer. However, the Company shall not be held liable in case such COD payments are delayed or misplaced by the Service Provider.
- viii. The Customer shall be required to raise any concerns/ queries, (i) with respect to a lost consignment, within a period of 15 days from sending the consignment; and (ii) with respect to any damage, default or any other concerns with respect to the consignment, within a period of 7 days from delivery/ reverse delivery of the consignment.
- ix. The Customer shall be provided with a tracking number by the Company for the consignment. The Customer can track the consignment, on a real time basis using the tracking number provided.
- x. The Customer agrees and acknowledges that it shall be responsible for paying all duties, taxes, any other charge/levy that may be levied on consignment under Applicable Law.

- xi. The Customer hereby agrees that the Company is only an intermediary between the Customer and the Service Provider. In the event of a dispute between the Customer and the Service Provider, the Company shall take all reasonable steps to try and ensure an amicable settlement between the Customer and the Service Provider. In the event of a settlement between the Customer and the Service Provider, the Company's obligation shall be to merely pass on any damages provided by the Service Provider to the Customer, as per the individual terms and conditions of the Service Provider. However, the Company shall not be liable in the event the Customer and the Service Provider are unable to reach an amicable settlement. Further, the Company shall not be liable for any costs/ damages/ claims arising from or in relation to such dispute between the Customer and the Service Provider.

xii. In consideration of the Services rendered by Company, the Customer agrees to pay to the Company, the Consideration specified in mentioned t&c.

FEES:

- I. The merchant hereby agrees that the applicable shipping base rate will be charged as per the current prevailing rate which will be sent to the merchant at the beginning of the month.
- II. Apurex Concepts Pvt Ltd will charge fixed service charge perce over and above the shipping base rate, the applicable service charge as mentioned in the proposal
- III. Other applicable charges over and above the shipping base rates and Apurex Concepts Pvt Ltd service charge like COD charges, Fuel Surcharge and other fees are as mentioned on panel
- IV. Any changes in the base rate mentioned will be informed to the client over email.
- V. Service tax and other taxes are applicable as per taxation law
- VI. Volumetric weight will be charged on LXBXH/4000 in cms and its might be different. 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.

TERMS OF PAYMENT:

- I. Apurex Concepts Pvt Ltd shall issue an invoice to the Merchant at the start of each calendar month for the Delivery Services that have been rendered in previous month with the terms.
- II. The Merchant shall pay to Apurex Concepts Pvt Ltd within Seven (7) days from the date of submission of the invoice.
- III. It will be the responsibility of the Merchant to verify the invoices and inform the Service Provider within 5 (five) days in case of any disputes regarding the contents of the invoice.
- IV. If for any reason the Merchant defaults in making the payments against invoices issued by Apurex Concepts Pvt Ltd, then notwithstanding any other rights and remedies that Apurex Concepts Pvt Ltd may have in contract, at law (including common law) or in equity, the Merchant shall pay liquidated damages to Service on the invoiced amounts that are not paid by the Merchant on the due date of such payment(s) from the due date till the date of payment, at rate equivalent to 1% above the State Bank of India's prime lending rate (which shall be the rate prevailing on the due date).
- V. For any claims by the merchant like wrong freight being applied, Cash on Delivery missing, pilferage, in transit damage- the signed copy of the manifest sheet of the pickup 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.

RETURNS/RTO of THE PRODUCTS

- I. Products which are not accepted by the Customer for any reason whatsoever will be returned to the Merchant at the location(s) as specified by the Merchant.
- II. RTO (return to origin) charges would be same as the agreed shipping rates.
- III. Returns will be initiated by Apurex Concepts for all products which are not accepted by the Customer for any reason whatsoever. The Merchant will ensure that such products are accepted at the location(s) specified by the Merchant and share the Airway bill number against which the shipment returned to the Merchant/client.
- IV. In case of non-acceptance of the RTO shipment by the Merchant, Apurex Concepts Pvt Ltd reserves the right to levy suitable demurrage charges for extended storage of such products for any period exceeding 7 (seven) 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, Apurex Concepts Pvt Ltd has

the right to dispose such products and the Merchant will forfeit all claims in this regard towards the Service Provider.

REVERSE PICKUPS:

- I. "Reverse Pickup" means collection of the Products by Service Provider from the Customer's address as specified by the Merchant and the delivery of such products at a location mutually agreed between the Parties.
- II. Reverse pick-up requested by the merchant shall be charged as mentioned in the proposal.
- III. The Apurex Concepts Pvt Ltd shall not be responsible for verifying the contents of the products handed over by the Customer to its 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 The Customer. The Apurex Concepts Pvt Ltd 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.
- IV. It is the responsibility of the merchant/client that on receipt of the shipment initiated through reverse pickup, share the AWB number to delivered the shipment.

LIABILITY for "FORWARD DELIVERY":

- I. I. Notwithstanding anything contrary contained in mentioned t&c, the maximum liability if any is limited to ₹2000 (Two Thousand only) offered by Apurex Concepts Pvt Ltd in event of Lost, claim by the merchant. Such claim is raised by the Merchant within 15 days from the date of such damage or loss or theft. Any claims by the merchant should be submitted along with the copy of the signed shipping manifest.
- II. All claims must be notified to Apurex Concepts Pvt Ltd in writing within 7 days from the date of acceptance of the shipment, failing which the merchant forfeits and waives its rights for such claim.

REPRESENTATIONS, WARRANTIES AND COVENANTS

- 1. The Company hereby represents, warrants and covenants to the Customer that:
 - o a. it is a validly incorporated business entity;
 - o b. it has the facilities, and resources required to discharge and shall discharge the Services in a timely and efficient manner;
 - o c. mentioned t&c does not conflict with any of its existing contracts.
- 2. The Customer hereby represents, warrants and covenants to the Company that:
 - o a. it is a validly incorporated business entity or is legally competent to contract, as applicable;
 - o b. it shall use the Services being provided by the Company only for lawful purposes;
 - o c. it shall at all times, abide by the terms and conditions mentioned in mentioned t&c;
 - o d. it shall fulfill all the obligations as mentioned in mentioned t&c;
 - o e. it agrees and understands that the Company is only an intermediary between itself and the Service Provider(s);
 - o f. it agrees and acknowledges that the Company shall not be liable for any loss/ damage/ or destruction/ delay in delivery/ pick up of the consignment. It further agrees and acknowledges that the Company shall not be responsible for any actions/ inactions of the Service Provider(s);
 - o g. the Company shall not be responsible for, but reserves its right to check the contents of the consignment, being handed over by the Customer or the consignee to the Service Provider.
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- 3. Each Party represents and warrants to the other Party that:
 - o a. it has all necessary rights, powers and authority to enter into and perform mentioned t&c; and
 - o b. the execution and performance of mentioned t&c by it shall not violate any Applicable Law and shall not breach any mentioned t&c, covenant, court order, judgment or decree to which such party or by which it is bound

COMPLIANCE WITH LAWS

Each Party shall at all times (a) strictly comply with all Applicable Law, now or hereafter in effect, relating to its performance of mentioned t&c; (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.

OBLIGATIONS OF THE CUSTOMER

- I. The Customer shall be responsible for proper; tamper proof and damage proof packing of the products.
- II. The Customer 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 Apurex Concepts Pvt Ltd, and no pick up beyond the cut-off time shall be possible. The Customer agrees that they shall contact the Courier Company personnel for the pickup arrangements.
- III. The Customer shall collect receipt(s) of the signed copy of the shipping manifest; it is the proof of handover of shipment to the courier companies.
- IV. The Customer shall strictly only use the automated system for generating the pickup and move the shipment only on the AWB number generated from the Apurex Concepts Pvt Ltd administration panel provided during signup by the Customer for shipping services. If the Customer 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.
- V. The Customer should properly paste and insert the invoice, in and on the package.
- VI. The Customer shall agree that the Service is only for single pick up location i.e. the orders will be picked by the courier companies from only one location which has been registered by the Customer.
- VII. The Customer undertakes to fully indemnify and hold Courier Company or Apurex Concepts Pvt Ltd not liable in case of any breach of security procedures by the Customer(s), the Customer's employees or its vendors.
- VIII. The Customer shall agree that in case of a reverse pick up of orders, it shall be the customer responsibility, in case a reverse pick-up is requested by the Customer the same shall be charged a fixed fee of INR 30/- (Indian Rupees Thirty) only, additional to the reverse freight charges which are equal to the delivery freight charges as mentioned in the proposal.
- IX. The Customer to agree that when a shipment coming back as RTO (return to origin) due to failure of COD or failed delivery or any other reason whatsoever, it is the Customer's/the Customers' responsibility to change the status of the order to RTO received and intimate Apurex Concepts Pvt Ltd in with the Reverse Airway bill number. The Customer agrees to make payment as applicable.
- X. The Customer shall agree that he 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 the Customer hands over or provides the aforesaid products to the Apurex Concepts Pvt Ltd then Apurex Concepts Pvt Ltd 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.

•XI. The Customer understands, agrees and acknowledges that Apurex Concepts Pvt Ltd is a mere Bailee of the Products, cash and is not an insurer of the same. The Customer hereby expressly and specifically waives all its rights and claims against Apurex Concepts Pvt Ltd arising out of or in relation to the principles of insurance.

INTELLECTUAL PROPERTY RIGHTS

- I. The Customer acknowledges that the Company is, and shall be the sole owner of all Intellectual Property Rights in and to any solutions and/or products that have been developed by the Company, so as to enable it to render Services to the Customer.
- II. Both the Parties acknowledge that any Intellectual Property Rights already owned by the other Party shall remain the sole property of such other Party. However, so as to enable each Party to perform their obligations under mentioned t&c, the Parties acknowledge that they shall be required to make available to the other Party, a part of their Intellectual Property Rights. Accordingly, as and when required, each Party shall grant to the other Party, non-transferable license to use their Intellectual Property Rights.
- III. The Parties recognize that all third party Intellectual Property Rights are the exclusive property of their respective owners. The Company shall inform the Customer of any third party Intellectual Property Rights that may be required to perform the Services, required under the terms of mentioned t&c. Under such circumstances, both Parties shall seek to procure appropriate licenses to use such Third Party Intellectual Property Rights from the owner of such Third Party Intellectual Property Rights.

CONFIDENTIALITY

- Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under mentioned t&c. The Parties undertake not to use any such Confidential Information, other than for purposes related to mentioned t&c, and shall use their best efforts to keep confidential and not disclose to any third party save and except on a 'need- to-know' basis any Confidential Information of the other Party. The provisions of this Clause shall not apply to Confidential Information which:
 - a. is or becomes part of the public domain without breach of mentioned t&c by a Party;
 - b. is lawfully in the possession of a Party and subject to an existing mentioned t&c between the Parties;
 - c. is received from a third party who lawfully acquired such information without restriction, and without a breach of mentioned t&c by a Party; and/or
 - d. is released pursuant to a binding court order or governmental regulation, provided
- that the Party delivers a copy of such order or action to the other Party.

INDEMNIFICATION

- I. The Customer shall indemnify and hold the Company, its affiliates, officers, directors, employees, consultants, agents and representatives, harmless from any third party claims arising from or related to:
 - a. A breach of the terms of mentioned t&c; and/ or
 - b. A violation of any Applicable Law; and/or
 - c. Infringement of any third party rights.
- II. The foregoing is, however, conditional upon the Company ("Indemnified Party") (a) notifying the Customer ("Indemnifying Party") in writing and in detail without undue delay, (b) authorizing the Indemnifying Party to conduct any judicial proceedings with such third party on its own, and (c) providing the Indemnifying Party (at the expense of the Indemnifying Party) with any reasonable assistance so that the Indemnifying Party can defend such third party claims.

SEVERABILITY

- The invalidity or unenforceability of any provision in mentioned t&c shall in no way affect the validity or enforceability of any other provision herein. In the event of the invalidity or unenforceability of any provision of mentioned t&c, the Parties will immediately negotiate in good faith to replace such a provision with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.

LIMITATION OF LIABILITY AND DISCLAIMERS:

- a. Under no circumstances shall the Company be liable to the Customer, or any other person or entity for an amount of damages under mentioned t&c in excess of the amount of Consideration paid or payable by the Customer in the 3 (Three) month period, preceding the date on which the claim of action first arose.
- b. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE TO THE CUSTOMER, IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, OR EXEMPLARY OR PUNITIVE DAMAGES.
- c. The Customer agrees and acknowledges that the use of the Services, is at its sole risk and that the Services are provided "AS IS".
- d. The Company shall not be responsible or liable in any manner to the Customer for any losses, damage, or expenses incurred by the Customer, as a result of any action taken by the Company, where the Customer has consented to the same.
- e. The Company does not provide or make any representation, warranty or guaranty, express or implied about the Services. The Company does not verify any content or information/ details provided by the Customer, and to the fullest extent permitted by Applicable Law, the Company disclaims all liability arising out of the Customer's use of the Services.
- f. The Service Provider(s) is not controlled by the Company, and the Company shall not be liable for any loss/ damage/ or destruction/ delay in delivery/ pick up of the consignment, by the Service Provider(s). The Company shall not be responsible for any actions/ inactions of the Service Provider(s).

TERMS, TERMINATION AND DISPUTES

- i. mentioned t&c will remain in full force and effect while the Customer is a the Customer of any of the Services in any form or capacity.
- ii. The Customer can request for termination of his/her/its membership with Apurex Concepts Pvt Ltd at any time with a notice subject to the provisions in the annexure for the Services undertaken. During this notice period, Apurex Concepts Pvt Ltd will investigate and ascertain the fulfillment of any ongoing Services or pending dues related to fees or any other fees by the Customer. The Customer shall be obligated to clear any dues with Apurex Concepts Pvt Ltd for any of its Services for which the Customer has procured. Apurex Concepts Pvt Ltd shall not be liable to the customer or any third party for any termination of the customer access to the Services.
- iii. Apurex Concepts Pvt Ltd reserves the right to terminate any account in cases:
 - o a. The Customer breaches any terms and conditions of this terms of use.
 - o b. Apurex Concepts Pvt Ltd believes in its sole discretion that The Customer's actions may cause legal liability for such The Customer, other The Customers or for Apurex Concepts Pvt Ltd or are contrary to the Terms of Use of the Services.

- iv. Once temporarily suspended, indefinitely suspended or terminated, the Customer 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 Apurex Concepts Pvt Ltd.
- v. In case of dispute between the parties, the Customer hereby agrees to negotiate in good faith to resolve any dispute between them regarding mentioned t&c. 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.

- vi. 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.
- vii. mentioned t&c 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 mentioned t&c.

TERMINATION

- i. Either Party shall have the right to terminate mentioned t&c by giving written notice to the other in the event that:
 - a. the other Party has committed a material breach of any of its obligations hereunder which cannot be remedied; or
 - b. the other Party has committed a material or repeated breach of any of its obligations hereunder and has failed to remedy such breach (if the same is capable of remedy) within thirty (30) days of being required by written notice so to do.
- ii. Either Party's right to terminate mentioned t&c shall be without prejudice to the other rights and remedies it may have under Applicable Law.
- iii. Either Party may terminate mentioned t&c for convenience, by giving a prior written notice of 30 days, to the other Party

CONSEQUENCES OF TERMINATION

- i. Upon termination of mentioned t&c, any rights or authority granted by either Party to the other Party shall terminate with immediate effect and all payments accrued before or on the effective date of termination will become immediately due and payable.
- ii. The accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced in any manner.
- iii. All the Confidential Information exchanged between the Parties during the Term of mentioned t&c, shall be either returned to the disclosing party or destroyed by the receiving party within a period of five (5) days from the date of termination.

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 MERCHANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY LOSSES OR DAMAGES ARISING FROM THE mentioned t&c, UNDER TORT, COMMON LAW OR UNDER PUBLIC POLICY, EVEN IF MERCHANT 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 MERCHANT 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 mentioned t&c.

FORCE MAJEURE:

- i. In the event either party (the Prevented Party) is prevented from performing its obligations under mentioned t&c 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 perShipromits, 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 mentioned t&c.
- ii. 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 mentioned t&c. 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,

CONSIDERATION AND PAYMENT TERMS

- i. Consideration and Shipping Fee: The Consideration and the Shipping Fee payable by the Customer to the Company shall be in accordance with the details herein below.
- ii. Payment Terms

a. COD shipment(s): In the event, the consignment is for COD shipment, then the Company shall, subject to receipt of the COD shipment payments from the Service Provider, remit the entire COD shipment payment in the Customers bank account ("Designated Bank Account of the Customer"). Thereafter, within a period of 7 (Seven) days from the date of receipt of an invoice raised by the Company, the Customer shall remit the amount payable to the Company, in the bank account of the Company ("Designated Bank Account of the Company").

b. Prepaid shipment(s): In the event, the consignment is for prepaid shipment payment, then the Customer shall within a period of 7 (Seven) days from the date of receipt of an invoice raised by the Company, remit the amount payable to the Company, in the Designated Bank Account of the Company.

e. The Parties shall reconcile the amount payable to the Company, every week, by settling the COD shipment payment (as applicable) and Prepaid shipment payment.

f. The Company shall raise an invoice upon the Customer every 15 (Fifteen) days from the date of last invoice raised. The first invoice shall be raised by the Company on the Customer upon the completion of 15 (Fifteen) days from the Execution Date.

g. The Customer shall pay the entire amount payable to the Company as per the terms and conditions of mentioned t&c, within the stipulated time period, despite any ongoing queries/ concerns as specified in the mentioned t&c. Upon the resolution of such queries/ concerns, in favour of the Customer, the Company shall issue/ provide a 'Credit Note' to the customer and the same can be utilized by the Customer for any future Services required to be provided by the Company.

MISCELLANEOUS PROVISIONS

- i. Governing Law: mentioned t&c shall be governed by the laws of India. Subject to Clause 13.2 (Dispute Resolution), the Parties hereby agree that courts in [New Delhi] shall have the exclusive jurisdiction to determine any disputes arising out of, or in relation to, the terms and conditions of mentioned t&c.

- ii. Dispute Resolution: In the event of any dispute, claim or controversy arising under, or in relation to, mentioned t&c (“Dispute”), such Dispute shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The Dispute shall be settled by a sole arbitrator to be appointed by the parties to the dispute. If the parties are unable to appoint a sole arbitrator by way of mutual consent, then such arbitrator shall be appointed pursuant to the provisions of Section 11 of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be [New Delhi], India and the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. All arbitration proceedings shall be conducted in English. The arbitration award shall be final and binding on the Parties and shall be enforceable in any competent court of law, and the Parties agree to be bound thereby and to act accordingly.
- iii. Assignment: mentioned t&c and the rights and obligations herein may not be assigned by either Party without the written consent of the other Party.
- iv. Amendments and Waivers: mentioned t&c may be amended only with the written consent of both Parties. Any amendment or waiver effected in accordance with this Clause 13.5 shall be binding upon both Parties.
- v. Notices: Except as may be otherwise provided herein, all notices, requests, waivers and other communications (“Notices”) shall be deemed to be delivered as provided herein: (a) if delivered to the addressee (“Receiving Party”) by hand: upon the Notice being acknowledged by written receipt by the Receiving Party; (b) if sent by facsimile: upon the receipt of transmission report confirming transmission; (c) if sent via an overnight courier: upon receipt (evidenced by proof of delivery); (d) if sent via electronic mail: upon such email being sent (outgoing mail logs can be provided as proof, as required). The Notices shall be addressed to the Parties at the contact details provided below. Each Party shall promptly inform the other Parties of any change to its contact details.
- vi. Entire mentioned t&c: mentioned t&c, the Annexures and recitals hereto (which are hereby expressly incorporated herein by reference) constitutes the entire understanding between the Parties and supersedes all other discussions and understanding between the Parties.
- vii. Survival: The provisions of Clauses Intellectual Property Rights, Confidentiality, Indemnification and such other provisions of mentioned t&c, which are by their nature, intended to survive the termination of mentioned t&c, shall survive the termination of mentioned t&c.
- viii. No Partnership: Nothing contained in mentioned t&c shall be construed or interpreted as constituting a partnership or a joint venture between the Parties. Neither Party shall have any authority to bind the other Party in any manner whatsoever. mentioned t&c shall be construed to have been entered on a principal to principal basis.

We agree to the above terms & conditions all governing by Apurex Concepts Pvt Ltd.

ANNEXURE I

INDICATIVE LIST OF PROHIBITED ITEMS

Explosives
Dangerous Liquids/Semi Liquids Radioactive Material
Gases
Magnetized Material Poisonous/Corrosive Material Stuffed Toys
Flammables
Acetylene benzoyl peroxide solid or solutions
Aerosol un-inhibited aerosol products/ class of poison A.O.S. Air liquid non-pressurised/aluminium dross
monochloride Aluminium Dross
Wet Arsine Black Powder Bombs Explosive Caps Blasting
Chlorophenol and Methyl Bromide Mixtures Chlorophenol and Methyl Chloride Mixtures Cigarettes self-lighter
Dipropylbenzene Hydroperoxide solution Ethyl Acrylate Uninhibited
Explosives or explosive devices Fire extinguisher charges
Fuses
Glass items
Detonating Grenade Bursting Charge Grenades Tear Gas
Hydrogen Liquid Hydrogen Sulfide
Isopropyl Percarbonate stabilised Isopropyl Percarbonate unstabilised Low Explosives
Mines Explosives Nickel Carbonyl Acetal
Acetone Ammonium Fluoride Argon
Gaseous Material
Food and Fruits
Formic Acid Fuel or aviation turbine engine Barium Chlorate benzene
Burned
Calcium Chlorate
Carbon Dioxide Gaseous or liquified Charcoal activated
Nitrogen Gaseous & Silver Nitrate Copper Cyanide
Crude Oil Petroleum Diacetylene Diethylamine Ether Ferric Chloride Arsenic Acid Solid. Helium Gas
Hydrochloric and Mixtures Lead Nitrate matches
Safety (Book card or strike box) Malathion perfumes Methanol
Chloroform
Indian Postal Articles
Currency
Philately Pornography Bullion
Drugs and Narcotics (Illegal)
Firearms, parts thereof and ammunition Precious & Semi-Precious Items
Detonating Grenade Bursting Charge Grenades Tear Gas