

## **LOGISTICS AGREEMENT**

### **GROW SIMPLEE CUSTOMER SERVICE AGREEMENT**

This agreement is between **BigShort Tails Private Limited**, a company duly incorporated under the Companies Act, 2013, whose registered office is situated at Sujjan Vihar, Sector 43, Gurgaon, Haryana 122002 IN (hereinafter referred to as “**BTPL**”, which term shall, unless repugnant to the context, mean and include its successors and assigns); **AND** you (company/individual/partnership/proprietorship), together with any company or other business entity you are representing (hereinafter referred to as “**Customer**”, which term shall, unless repugnant to the context, mean and include its successors and permitted assigns).

BTPL and Customer may individually be referred to as “**Party**” and collectively as “**Parties**”.

#### **WHEREAS**

1. BTPL has, *inter alia*, a tech platform that facilitates a more comfortable form of business where one can opt and use the logistics services available through the said platform according to the requirements of the customers.
2. Customer is desirous of availing the Services provided by BTPL and agrees to avail such service through a web-based practice management software hosted and managed remotely through the website and mobile app known as “**Grow Simplee Platform**” (collectively “**Platform**”).

This Agreement comes into effect when you register to use the Services (as defined below), or click on the “**Accept**” button, and accept the terms and conditions provided herein.

By registering or clicking on the “**Accept**” button, you signify your absolute, irrevocable and unconditional consent to all the provisions of this Agreement in its entirety. This Agreement constitutes a legally binding agreement between you and **BTPL**. This Agreement defines the terms and conditions under which you are allowed to use the “**Platform**”, and how BTPL will treat your account while you are a customer. If you have any questions about our terms, feel free to contact us at support@growsimplee.com.

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

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

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

**Now, therefore, acknowledging the adequate consideration and intending to be legally bound, the parties agree as follows:**

## **1. DEFINITIONS & INTERPRETATION**

- 1.1. **Definitions.** Unless the context requires otherwise, terms and expressions used in this Agreement with the first letter capitalised, shall have the meanings as assigned to such terms in the other parts of this Agreement where indicated. Any term not defined in this Agreement shall have the meaning as is commonly understood in India and within the spirit of the Agreement.
- 1.2. **Interpretation.** The rules of interpretation set out in **SCHEDULE 1** shall apply to this Agreement.

## **2. SERVICES**

- 2.1 BTPL provides services as set out in **SCHEDULE 2** to this Agreement (“Services”).
- 2.2 For availing the Services, **Customer** needs to create a customer account on the Platform through either the website of BTPL <https://www.growsimplee.com> .
- 2.3 ‘**Customer**’ hereby accepts all the terms and policies of the Platform, including but not limited to the privacy policy, terms of use, pricing policy, etc. uploaded on the Platform.
- 2.4 Subject to the provisions of this Agreement, the service levels will be as set out in **SCHEDULE 3** to this Agreement.

## **3. ORDERS & RETURN**

- 3.1 The Customer shall book delivery orders through the Platform. In case there is an increase in the number of delivery orders by the Customer by more than 20% per month, the Customer shall inform BTPL by giving at least 3-day advance notice for better resource allocation and management. Further, in such a case BTPL shall not be held responsible for any SLA breach mentioned in this Agreement or TAT sheet shared with the Customer.

- 3.2 Any cancellation of order/shipment initiated by the Customer after the dispatch of shipment/order, will be chargeable on the bases of Forward and RTO (Return to Origin) cost.
- 3.3 In case of any delivery failure of the shipment/order after dispatch due to any reason attributable to Customer and/or end user/addressee to whom shipment was to be delivered, the shipment will be returned to the pickup address by the shipping partner and will be chargeable according to Forward & RTO (Return to Origin) Costs.
- 3.4 In case of return orders, a new shipping partner will be assigned (by BTPL) who will reverse pick up the shipment and deliver it back to the original pickup address (unless the Customer has chosen a different return delivery address through the Platform) at the cost of the Customer in accordance with price set out on the Platform or given in Schedule 4, as applicable.

#### **4. FEE AND INVOICING**

- 4.1 Customer agrees that the shipping rate based on which invoice will be raised by BTPL shall be as per the prevailing rates mentioned in **SCHEDULE 4** of this Agreement till the time Customer's account is created on the Platform and thereafter as per the rates mentioned on the Platform in the Billing section ("**Services Fees**").
- 4.2 BTPL reserves the right to modify the shipping rate, which will be reflected on the Platform, with appropriate Notice at least 15 Days prior to Changes
- 4.3 Customer shall pay all additional applicable charges/fee in addition to the Services Fees for any additional services availed by the Customer from BTPL such as warehousing services, cash on delivery ("COD") facility, collecting returned goods from the end customer or any other value-added service as per the charges/fee set out on Platform in customers' admin panel. BTPL will not charge the Customer for fulfilment or shipping on their mistakes. They should also arrange for the retrieval of the incorrect items and reship the correct order at their expense.
- 4.4 BTPL shall collect Cash from the Consignee as per the details mentioned on the COD Order and remit/reimburse the amount to the Customer once a week for all shipments of which the COD amount was collected in the week preceding the date of remittance/reimbursement and any past overdues.
- 4.5 BTPL shall deliver shipments as per the delivery schedule and will make at least 3 attempts for all undelivered shipments as part of their shipping rates per order.

- 4.6 Any taxes/surcharge payable including but not limited to GST on Service Fee and/or other fee/charges chargeable under the Agreement for additional services availed by the Customer shall be borne and payable by the Customer. Other charges like address correction charges, if any, shall be charged extra by BTPL.
- 4.7 In case Customer fails to make the additional payment arising out of disputes etc, BTPL shall have the right too (i) adjust the COD amount received from the end customer of the Customer against the unpaid Invoices, and/or (ii) retain the custody of the shipments or products of the Customer which are in the possession of BTPL/its logistics/warehouse partner(s) and shall have lien over the same till the Invoices are paid in full, and/or (iii) levy an interest of 18% per annum from the due date of payment, till such time that the Customer makes entire payment towards the Invoice, and/or (iv) forfeit the security deposit amount of the Customer (if any) lying with BTPL.
- 4.8 Settlement of any claim arising out of consignments booked in terms of this Agreement shall not come in the way of fees/services charges payable by the Customer to BTPL. No deduction of freight/ fees/services charges payable to BTPL shall be permissible against any current or past claim or claims of the Customer. The claims shall be paid separately with no accounting link to the freight/ fees/services charges payable to BTPL and its payment. Timely payment of Invoices shall be the prerequisite of the settlement of any claim.
- 4.9 The payment model will be prepaid. Party has to make a wallet recharged, post that charges will be getting deducted from the wallet automatically.
- 4.10 BTPL shall not remove, transfer, or deduct the balance from the wallet without the consent of the Customer for any purpose other than for payments towards freight/fees/service charges.

## **5. WEIGHT CALCULATION**

- 5.1 BTPL's authorised personnel shall be calculating the weight of the products of the Customer to be shipped by adopting following measures of calculation:

Volumetric weight is calculated  $L \times B \times H / 5000$  for all courier companies except for Fedex Surface, Fedex Surface Light and Gati Surface. In case of Fedex surface, volumetric weight is calculated as  $L \times B \times H / 4000$ , for Aramex it is  $L \times B \times H / 6000$ , for Fedex Surface Light, it is  $L \times B \times H / 4000$  and for Gati Surface, it is  $L \times B \times H / 4500$ . Length, breadth, height has to be taken in Centimetres and divided by denominator, this will give the value in Kilograms. Dead/Dry weight or volumetric weight whichever is higher shall be taken while calculating the rates.

5.2 The Customer shall declare through the Customer's panel on the Platform, the weight of the product to be shipped for the purpose of shipment. In case Customer's declared weight differs from the actual weight determined by BTPL's authorised personnel, then shipping charges will be revised to actual weight. The Customer will be notified regarding such discrepancy in the weight (on the dashboard of the Customer on the Platform) and will be given 7 days' notice to either accept or reject the updated weight. In the event, Customer accepts the updated weight the same will get billed and if Customer rejects the updated weight the same will not get billed until the matter is rectified/resolved. Further, in case Customer does not accept or reject the updated weight in said [...7....] days, the same shall be deemed to have been accepted by the Customer.

## **6. PACKAGING OF THE PRODUCTS**

6.1 Customers shall be responsible for proper, tamper proof and damage proof packaging of the products to be consigned. If any of the product is damaged or any loss is sustained or loss of any quantity or quality as a result of the way of packaging of the product or packaging material of the product or sub-standard packaging, then, in such case BTPL will not be liable for any such damage or loss. BTPL shall have no responsibility of any kind, in case of pilferage/damage/alteration/leakage/loss etc. of the goods/shipments/inventory. In such a scenario, the entire responsibility shall be of the Customer. The outer packaging of the order will be the sole responsibility of BTPL. The prescription needs to be printed and added to wherever applicable as per the order and will be checked manually against the invoice or the Customer needs to provide BTPL with standing instructions of outer packaging (if any) in advance which shall be applicable to all of its orders shipped.

## **7. WARRANTIES AND DISCLAIMERS**

7.1 Customer represents and warrants to BTPL that (i) it shall use the services pursuant to this Agreement only for purposes permitted under the law, (ii) it has full power, authority (corporate and otherwise) and legal right to execute and to abide by, and comply with, this Agreement and other documents in connection herewith (if any), and (iii) has taken or obtained all necessary corporate or other action/approvals to authorize the execution and delivery of this Agreement.

7.2 It is hereby expressly agreed and understood by and between the Parties that all products agreed to be delivered by BTPL or its logistics partners are on "SAID TO CONTAIN BASIS" i.e. BTPL or its logistics partners shall be under no obligation and are not expected to verify the description and contents of the products declared by the Customer on the docket and as such, the Customer shall undertake and ensure to make proper, true, fair, correct and factual declaration on the docket regarding description

and value of products meant for delivery in terms of this Agreement. Further, BTPL shall not be responsible in any way whatsoever for the merchantability of the said products.

- 7.3 Customer understands, agrees and acknowledges that BTPL is a mere bailee of the goods/products and cash and is not an insurer of the same. Customer hereby expressly and specifically waives all its rights and claims against BTPL and its logistics partners arising out of or in relation to the principles of insurance except in cases of Shipment Loss as elaborated in Section 8 and clauses thereunder. However, BTPL will help the Customer in getting the certificate of facts from its logistics partners.
- 7.4 BTPL shall not be liable in any manner in case Cash-on-Delivery (COD) is not received (for any reason attributed to the customer) from the end customer to whom products/goods are delivered after the receiver/end customer has made a payment at the time of delivery pursuant to this Agreement. Such incidents/cases shall be the sole responsibility of the Customer and the Customer shall be solely liable to initiate actions to resolve such incidents, if any, on its own, including but not limited to legal processes.
- 7.5 In no event BTPL shall be liable for deficiency in services due to any reason attributable to the Customer including but not limited to improper packaging, delay in handing over the parcel/goods or failure to provide necessary documents etc.
- 7.6 BTPL will be liable for ensuring the safety of the storage of the Company's goods at their warehouses. In case of situations such as theft, operational errors or manpower mistakes, which causes damage of the Company's goods, BTPL would be liable to pay the damages not more than the MRP price or to the that highlighted in clause 8.2 of the goods affected.
- 7.7 Customer hereby agrees that it shall 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, letters, and financial and security instruments, or any reactive, hazardous or dangerous items/goods or any other item which is in breach of any applicable law or of any packaging/transportation guidelines of the concerned courier partner or otherwise prohibited to be transported under the law; in which cases BTPL shall not be liable for the delivery of any such products. Without prejudice to the generality of the aforesaid, an indicative list of the dangerous and restricted goods is given below:
- i. Dangerous Goods:
    - Oil-based paint and thinners (flammable liquids)
    - Industrial solvents
    - Insecticides, garden chemicals (fertilizers, poisons)

- Lithium batteries
  - Magnetized materials
  - Machinery (chain saws, outboard engines containing fuel or that have contained fuel)
  - Fuel for camp stoves, lanterns, torches or heating elements
  - Automobile batteries
  - Infectious substances
  - Any compound, liquid or gas that has toxic characteristics
  - Bleach
  - Flammable adhesives
  - Arms and ammunitions (including air guns)
  - Dry ice (Carbon Dioxide, Solid)
  - Any Aerosols, liquids and/or powders or any other flammable substances classified as Dangerous Goods for transport by Air
- ii. Restricted Items:
- Precious stones, gems and jewellery.
  - Uncrossed (bearer) drafts / cheque, currency and coins.
  - Poison.
  - Firearms, explosives and military equipment.
  - Hazardous and radioactive material.
  - Foodstuff and liquor.
  - Any pornographic material.
  - Hazardous chemical items.

7.8 BTPL has a zero tolerance policy with respect to counterfeit or fraud products/shipments (including products/shipments which are misrepresented in their origin or quality, or which are fake, cloned, duplicate or likewise products/shipments).

In the event BTPL finds that Customer is shipping (or have shipped) non-essential items/products in the restricted/prohibited area (such as red and containment zone/area, as declared by the Central or the relevant State Governments of India), then BTPL would *inter-alia* have the right to levy penalty or liquidated damages on the Customer of INR 10,000/- (Indian Rupees Ten Thousand) per shipment (along with applicable GST amount) on account of estimated legal expenses which will be spent by BTPL and for causing of reputational and goodwill loss to BTPL or the actual damages/losses/expenses in case the actual amount exceeds the above minimum threshold of INR 10,000/-, as may be determined by BTPL in its sole discretion.

## 8. OTHER TERMS

8.1 BTPL may restrict, suspend or terminate the account of the Customer maintained with BTPL on the Platform if the same is misused by the Customer or there is any breach

of any of the terms & conditions of the said platform and/or this Agreement by the Customer. Misuse shall include creating multiple or false profiles, infringing any intellectual property rights of BTPL.

- 8.2 Notwithstanding anything contrary contained in this Agreement, BTPL's aggregate liability to Customer under this Agreement per shipment, due to any reason whatsoever (whether for loss, damage, theft), is limited to INR 2000/- (Indian Rupees Two Thousand only), whichever is less, provided that such claim is raised by the Customer within the timelines specified under this Agreement and, in any event, not later than 7 (seven) days from the shipment Closure date, failing which the Customer waves its rights for such claim, except in cases where BTPL has received a request from the Customer, within 7 days of the lost/damage declared date, for procuring certificate of facts ("COF") from the concerned courier company/delivery partner. In such a case, BTPL shall only be required to arrange the COF from the concerned courier company/delivery partner, and shall not be liable to pay any compensation to the Customer. Any such claim by the Customer should be submitted within the specified time period along with the copy of the shipping manifest signed by BTPL and/or its shipping/delivery partners (signed with Name, Date and Mobile No. details of BTPL's representative or shipping/delivery partner's field executive). In no event shall BTPL be liable for any indirect, punitive, special, incidental, or consequential damages in connection with or arising out of this Agreement (including loss of business, revenue, profits, use, data or other economic advantage), however caused and regardless of the theory of liability.
- 8.3 The Customer shall notify BTPL in writing all claims relating to: (i) damage to the shipment within 7 (seven) days of the delivery of shipment; and (ii) loss/theft of the shipment within 7 (seven) days of the shipment closure date.
- 8.4 Save as otherwise stated in this Agreement, for any claims by the Customer regarding non-connectivity of the shipment (i.e. where the Customer is claiming that the shipment has been picked up but not connected), the signed copy of the manifest sheet (signed with Name, Date and Mobile No. details of BTPL's representative or shipping/delivery partner's field executive) of the pick up against the disputed shipment has to be submitted to BTPL along with the claim request by the Customer within 5 (five) days from the pickup date. Without such a signed manifest any such request shall not be considered valid.
- 8.5 BTPL will do an inventory check, manual stock count every week & wall to wall stock count will happen every month and verify it against the dashboard to ensure real time updates and check of the Customer's inventory. BTPL would bear the cost for any discrepancy in the inventory at their warehouses.
- 8.6 In case of damaged/pilferage/tempered/pressed/leaked shipment, claim of such kind shall be entertained by BTPL only if the outer packaging done by the Customer is damaged/alterd/tampered. Incase of damage/pilferage/tampered/pressed/leaked/lost



shipment, the Customer can make a claim to BTPL against proof of such damage via photograph from the receiver/consignee.

- 8.7 BTPL shall have a right to set off and deduct any amount payable by the Customer to BTPL against any amount payable by BTPL to the Customer.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1 BTPL is and shall be the exclusive owner of all of the intellectual property rights associated with the Platform. The Customer agrees not to use any of the intellectual property right of BTPL without the prior written consent of BTPL. Customer acknowledges that the intellectual property rights and all the information or data provided to the Customer, shall be the property of BTPL only and vest with BTPL exclusively. BTPL shall have the right to use the Customer's name and /or logo for promotion/marketing purposes only.

## **10. CONFIDENTIALITY**

- 10.1 During the term of this Agreement, any Confidential Information received by either Party relating to the other Party under and by virtue of this Agreement, shall be maintained in the strictest confidence and trust by such receiving Party. The restrictions contained hereinabove shall continue to apply after the termination of this Agreement for a period of 5 years from the date of lawful termination of this Agreement. The provisions of this paragraph shall not apply to information that is or becomes publicly available through no fault of the receiving Party or its representatives, or information that is required to be disclosed pursuant to a court order or any applicable laws or was lawfully known to the receiving Party without an obligation to keep it confidential, or was generated or independently developed by receiving Party prior to its receipt from the disclosing Party or is required to be disclosed only to professional advisers, directors, employees of receiving Party on need to know basis in connection with this Agreement.

## **11. NON SOLICITATION**

- 11.1 The Customer agrees that, during the term of this Agreement, and for a period of 36 (thirty-six) months thereafter, it shall not directly or indirectly or through any third party acting as director, partner, employee or any other capacity, or in any manner whatsoever (a) solicit any client/customer, delivery partner, vendor, supplier, warehouse partner, employee, consultant of BTPL, and/or (b) persuade any person, company, firm or entity which is a client, customer, supplier, vendor, delivery partner, warehouse partner or any other business source of BTPL, to cease doing business or to reduce the amount of business which such client, customer, supplier, vendor, delivery

partner, warehouse partner or any other business source has customarily done or might propose doing with BTPL.

## **12. INDEMNIFICATION**

12.1 Customer shall at all times indemnify, defend and hold BTPL, its Affiliates, consignment/delivery partners, officers, directors, and employees (“**Indemnified Parties**”) harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys’ fees, arising out of (i) any use of Customer’s product or customer order related issues, (ii) breach of security procedures, breach of any term or condition of this Agreement, or breach of any applicable law, by the Customer (and/or its officers, directors and employees) and / or by its customers.

## **13. TERM & TERMINATION**

13.1 This Agreement shall be effective from the Execution Date and shall continue unless terminated by either Party as per the provisions of this Agreement.

13.2 This Agreement may be terminated immediately by BTPL at its sole discretion if (a) there is a breach of any representation, warranty, disclosure, term, condition or covenant by the Customer contained in this Agreement, or (ii) Customer is subject to any action or proceedings, whether administrative or judicial in respect of insolvency, winding up, dissolution or bankruptcy.

13.3 This Agreement may be terminated for convenience by either Party giving 60 (sixty) days written notice in writing to the other Party. During this notice period, BTPL will investigate and ascertain the fulfilment of any on-going Services and pending dues or any other amount payable by the Customer. The Customer shall be obligated to pay immediately but no later than 5 days from the date of termination all the amount payable to BTPL for any of BTPL’s services which the Customer had availed under this Agreement. BTPL shall not be liable to the Customer or any third party for any termination of Customer’s access to the Services.

13.4 Upon termination of this Agreement, each Party shall continue to honour all outstanding obligations arising out of this Agreement before the termination date.

## **14. MISCELLANEOUS**

14.1 *Notices.* Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by personal delivery, email or by sending the same by courier addressed to

the Party concerned at the address set out below and, or any other address subsequently notified to the other Parties in accordance with the terms of this Agreement:

**If to Customer:** Registered Email or Registered Address

**If to BTPL:**

**Attention** : Mr. Yash Sharma

**E-Mail** : yash@growsimplee.com

**Address** : Grow Simplee, 1075-I, 5th Cross Rd, North Appareddipalya, Indiranagar, Bengaluru, Karnataka 560008

- 14.2 **Relationship.** The Parties are independent contracting parties and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture, or employer-employee relationship.
- 14.3 **No Assignment.** Customer shall not assign or otherwise transfer its rights or obligations under the Agreement or this Agreement, in whole or in part, without the prior written consent of the BTPL.
- 14.4 **Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision (or part thereof) of this Agreement shall in no way affect the validity or enforceability of any other provision (or remaining part thereof). Delay in exercising or non-exercise of any such right is not (and shall not be construed as) a waiver of that right.
- 14.5 **Arbitration.** Any dispute or difference (“**Dispute**”) relating to any of the matters set out in this Agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration by a sole arbitrator under the (Indian) Arbitration and Conciliation Act, 1996 and the rules made thereunder (the “Rules”), which Rules are deemed to be incorporated by reference into this clause. The Parties shall jointly appoint the sole arbitrator, but failing such agreement between the Parties, the sole arbitrator shall be appointed in accordance with the Rules. The seat, or legal place, of arbitration as well as the venue shall be Gurgaon, India. The language to be used in the arbitration shall be English. The arbitrator shall make an award in writing of the reference of the Dispute to arbitration. The award of the arbitrator shall be final and conclusive and binding upon the Parties and non-appealable to the extent permitted by Applicable Law. The Parties shall equally share the costs of the arbitrator’s fees, but shall bear the costs of their own legal counsel engaged for the purposes of the arbitration; provided that the arbitrator shall have the power to decide on the costs and reasonable expenses incurred in the arbitration and award costs to any Party and interest up to the date of the payment of the award.

- 14.6 ***Governing Law and Jurisdiction.*** This Agreement shall be governed by and construed in accordance with the laws of India and subject to clause 13.5 above, the courts of Haryana shall have the exclusive jurisdiction.
- 14.7 ***Amendment and Waiver.*** Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by both the Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by Applicable Law or otherwise afforded, will be cumulative and not alternative.
- 14.8 ***Entire Agreement.*** This Agreement represents the entire agreement between the Parties in relation to the terms of the matters contained in this Agreement and shall supersede and extinguish any previous drafts, agreements or understandings between all or any of the Parties (whether oral or in written) relating to the subject matter herein.
- 14.9 ***Force Majeure.*** Both Parties agree not to hold each other liable against any obligation under this agreement not fulfilled or breached due to the circumstances or reason beyond the control/power of the Parties including but not limited to civil commotion, pandemic, epidemics, riots, strike, war, lockouts and acts of God/governmental authority/public enemy, flood, insurrection, adverse climatic conditions (“**Force Majeure Event**”). If, however, it is not feasible for a Party to prevent the occurrence of the Force Majeure Event as a result of which that Party is prevented from performing its obligation for more than 30 (thirty) days due to such Force Majeure Event (“**Aggrieved Party**”), the other Party may decide to release the Aggrieved Party from performing its obligation hereunder or may modify the relevant provisions of this Agreement affected by the Force Majeure Event so long as the Force Majeure Event continues, in order to enable the Aggrieved Party to perform its other obligations hereunder as so modified. However, if the event, Force Majeure Event continues for a period of more than 60 (sixty) days, the Aggrieved Party may terminate this Agreement with a written notice to the other Party.
- 14.10 ***Counterparts.*** This Agreement may be signed in counterparts as necessary, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Transmission of an executed counterpart of this Agreement or the executed signature page of a counterpart of this Agreement by email (in “portable document format” or other agreed format) shall be effective delivery of an executed counterpart of this Agreement.

## **SCHEDULE 1**

### **Interpretation**

In this Agreement, unless the context requires otherwise:

- a) words of any gender include each other gender, words using the singular or plural number also include the plural or singular number, respectively;
- b) the terms “hereto”, “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement and not to any particular clause, article or clause of this Agreement;
- c) the word “including” herein shall always mean “including, without limitation”;
- d) the words “other” and “otherwise” shall not be construed *ejusdem generis* with any foregoing words where a wider construction is possible;
- e) whenever this Agreement refers to a number of days, such number shall refer to calendar days, unless otherwise stated in this Agreement;
- f) headings and captions are used for convenience only and shall not affect the interpretation of this Agreement;
- g) reference to any statute or statutory provision shall include:
  - (i) all subordinate legislation made from time to time under that statute or provision (whether or not amended, modified, re-enacted or consolidated); and
  - (ii) such statute or provision as may be amended, modified, re-enacted or consolidated;
- h) no provision of this Agreement shall be interpreted in favor of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof;
- i) any reference to an agreement, instrument or other document (including a reference to this Agreement) herein shall be to such agreement, instrument or other document as amended, supplemented or novated pursuant to the terms thereof;
- j) the Schedule, Annexures and Exhibits to this Agreement form an integral and operative part of this Agreement.

## **SCHEDULE 2 SERVICES**

- a) BTPL will allocate and execute orders received to the shipping/delivery partners based on the partner's serviceability or the Customer may choose a shipping partner using the Platform. BTPL will assign a shipping partner basis to the performance & optimization algorithm developed by BTPL.
- b) BTPL shall assign an Air Waybill Number/similar number & Tracking link to the customer against each shipment to track the journey of shipment.
- c) BTPL and/or its delivery partners/authorised representatives will pick up/procure the product required to be shipped by signing the manifest (signed with Name, Date and Mobile No. details of BTPL's representative or shipping/delivery partner's field executive) at the pick-up address communicated by the Customer in writing at a pre-scheduled time as agreed between the Parties.
- d) BTPL will provide the WMS (Warehouse Management System) and OMS (Order Management System) to onboard the Customer which would be free of charge.
- e) BTPL will provide a dedicated Account Manager who will help and guide the Customer regarding any issues relating to Operations, Logistics and Delivery within 24 hours of the Customer contacting the Account Manager.

**SCHEDULE 3**  
**SERVICE LEVEL AGREEMENT**

**Shipping Services**

<b>Service</b>	<b>Agreement</b>
<b>Order receipt to Pickup:</b>	Cut-off time or 2 days (in case of holidays in between)
<b>Delivery Attempt after Pickup :</b>	
Within City	1 day or as mentioned on the customer panel
Within State	2-3 days or as mentioned on the customer panel
Metro to Metro	3-4 days or as mentioned on the customer panel
Rest of India	5-6 days or as mentioned on the customer panel
Special Zone	7-8 days or as mentioned on the customer panel

<b>Service</b>	<b>Agreement</b>
<b>Return Delivery Attempt after Return Initiation :</b>	
Within City	2-3 days
Within State	4-7 days
Metro to Metro	4-10 days
Rest of India	4-10 days
Special Zone	7-15 days

*\*All days mentioned above are working data*

## SCHEDULE 4 SHIPPING RATES

### Same-day Delivery rates:-

Shipping Type	Slabs	Service Charges	COD Charges**	COD %**
4 Hr Delivery	5 kg	205 (37+168)	35	2.00%
	Additional 1 kg	28(4+24)	35	2.00%
4 Hr Delivery	1 Kg	70(15+55)	35	2.00%
	Additional 500 gms	32(4+28)	35	2.00%
12 Hr Delivery	5 kg	168	35	2.00%
	Additional 1 kg	24	35	2.00%
12 Hr Delivery	1 Kg	55	35	2.00%
	Additional 500 gms	28	35	2.00%

### Next-day Delivery rates:-

Shipping Type	Slabs	Service Charges	COD Charges**	COD %**
24 Hr Delivery	5 kg	205 (30+140)	35	2.00%
	Additional 1 kg	28(4+24)	35	2.00%
24 Hr Delivery	1 Kg	42(15+27)	35	2.00%
	Additional 500 gm	30(3+27)	35	2.00%

\*RTO Same as Forward

\*Vol Weight.-(L\*B\*H/5000)

\*Price Exclusive of GST

\* 24 Hr Delivery Wh Cost is optional

\*\*only one of these charges whichever is higher is applicable.

### B2B delivery rates (Part-truck Load):-

	Within City	Within Zone	Metro to Metro	Rest of India	Special Zone	Docket Charges
Charges / Kg	13	15	16	17	25	Rs. 500

\*RTO Same as Forward

\*Vol Weight.-(L\*B\*H/4500)

\*Price Exclusive of GST