

Rapid Delivery Private Limited

AGREEMENT

This Agreement (“**Agreement**”) is made at Mumbai on this 15th July 2020 and effective from 15th July 2020 by and between:

You (Company, Partnership, Proprioter, Individual), Hereinafter referred to as “**Merchant**” and “**CLIENT**” which means and include, unless repugnant to the context or meaning thereof means and include its assigns and successors) of the ONE PART;

AND

Rapid Delivery Private Limited, a company incorporated and existing under the provisions of Companies Act of 1956 having its registered office at **G-3, Mothlibai Wadia Building, 22/D Brelvi Road, Fort, Mumbai – 400001**, (hereinafter referred to as “**Service Provider**” which means and include, unless repugnant to the context or meaning thereof mean and include its liquidators, successors, receivers and assigns) of the OTHER PART.

“**Merchant**”, “**CLIENT**” and “**Service Provider**” are hereinafter individually and collectively referred to as “**Party**” and “**Parties**” respectively, as the context may require.

WHEREAS:

1. Scope of Services

- 1.1. Service Provider shall pick up shipments from its clients locations as communicated to us at the time of Pickup Request.
- 1.2. Clients shall provide/display prominently on package the shipping label having full details of the Order Number, consignee details, product details, return address i.e. the shipping address and the Gross Value and Collectable Value (Net value) to be collected in case of COD (Cash on Delivery) shipments.
- 1.3. Either Party may terminate this Agreement with or without cause by giving the other Party thirty (30) days prior written notice of its intention to do so.
- 1.4. All claims must be notified to Rapid Delivery Pvt Ltd in writing within 15 days from the date of Invoice of the shipment, Failing which M/s Merchant (“**CLIENT**”) forfeits and waives its right for/to such claim.
- 1.5. Rapid Delivery Pvt Ltd can discontinue/suspend the service after giving 15 days’ notice to M/s Merchant (“**CLIENT**”) in writing in case of failure by M/s Merchant (“**CLIENT**”) to pay outstanding dues of Rapid Delivery Pvt Ltd, However Rapid Delivery Pvt Ltd, at its discretion, may discontinue/suspend the services with immediate effect

Corporate office: 302,Orchid Business Park, Military Road, Marol, Andheri (E), Mumbai – 400 0059 |

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Email: sales@rapiddelivery.co | www.rapiddelivery.co

Rapid Delivery Private Limited

1.6 CLIENT must ensure 100% security of all shipments which have been picked up from its customers by Rapid Delivery Private Limited as per its security procedures as explained and informed to it before executing this agreement. CLIENT confirms that the CLIENT is fully aware of the items prohibited for carriage and undertakes that no such prohibited items of shipment shall be handed over its customers.

1.7 It is agreed between the parties hereto that at all times for RAPID DELIVERY PVT LTD and its logistics partner, the Consignor/ Shipper in the Air Waybill shall be the Client who is shipping the goods and not the Original Shipper or customer of RAPID DELIVERY PVT LTD. It is clearly understood that RAPID DELIVERY PVT LTD's liability, if any, and to the extent agreed herein, shall extend only to CLIENT. The CLIENT shall be fully liable to its customers and neither RAPID DELIVERY PVT LTD nor any of their logistics partner, shall have any direct or indirect connection/ relationship or responsibility/obligation to RAPID DELIVERY PVT LTD's customers, in any manner whatsoever.

2. OBLIGATIONS OF THE MERCHANT

2.1. Merchant shall be responsible for proper; tamper proof and damage proof packing of the products.

2.2. Merchant 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 RAPID DELIVERY PVT LTD, and no pick up beyond the cutoff time shall be possible.

2.3. Merchant should collect receipt(s) of the signed copy of the shipping manifest; it is the proof of handover of shipment.

2.4. The Merchant shall not book / handover or allows to be handed over any Product 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, jewelry (excluding artificial jewelry), 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 Annexure 2. In the event Merchant hands over or provides the aforesaid Products to the Service Provider then Service Provider 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.

2.6 Merchant understands, agrees and acknowledges that RAPID DELIVERY PVT LTD is a mere bailee of the Products, cash and is not an insurer of the same. Merchant hereby expressly and specifically waives all its rights and claims against RAPID DELIVERY PVT LTD its logistics partners arising out of or in relation to the principles of insurance.

2.7 Merchant will recharge on the panel and an average shipping amount will be deducted from the wallet . At the starting of the following month the invoice will be raised and necessary additions or deductions will be made to the wallet based on the bill.

Rapid Delivery Private Limited

3. FEES:

- 3.1. The merchant here by agrees that the applicable shipping base rate will be charged as per the current prevailing rate mentioned at the time of sign up or in Annexure I which is subject to change.
- 3.2. Other applicable charges over and above the shipping base rates and Rapid Delivery Pvt Ltd Shipping service charge like COD charges, Fuel Surcharge and other fees are as mentioned on Annexure I
- 3.3. Any changes in the base rate mentioned on Annexure I will be informed to the client via email , and prevailing rates as published on Annexure 1 will be applicable.
- 3.4. Service tax and other taxes are applicable as per taxation law.
- 3.5. Volumetric weight will be charged on L X B X H/5000 in cms for Air and as stated for surface . 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.

4. Returns/RTO of the Products

- 4.1. Products which are not accepted by the Consignee for any reason whatsoever will be returned to the Merchant at the location(s) as specified by the Merchant.
- 4.2. RTO (return to origin) charges would be same as the agreed shipping rates.
- 4.3. In case of non-acceptance of the RTO shipment by the Merchant, RAPID DELIVERY 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, RAPID DELIVERY PVT LTD has the right to dispose such products and the Merchant will forfeit all claims in this regard towards the Service Provider.

5. Reverse Pickups:

- 5.1. "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.
- 5.2. Reverse pick-up requested by the merchant shall be charged a fixed fee of INR 20.00 per half Kg additional to the reverse freight charges which are equal to the delivery freight charges as mentioned in the proposal.
- 5.3. The RAPID DELIVERY PVT LTD and RAPID DELIVERY PVT LTD's logistics partners shall not be responsible for verifying the contents of the products handed over by the Customer to it delivery Personnel. The Packaging of such products shall also be the sole responsibility of the Customer. The Packaging should be good enough to ensure no damage in transit. The sole responsibility of the contents of the packed consignment shall lie with the end customer. RAPID DELIVERY 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.

Rapid Delivery Private Limited

6. Liability for “Forward Delivery”:

6.1. Notwithstanding anything contrary contained in this Agreement, the maximum liability if any is limited to Rs. 1000 or Invoice Value Whichever is Less. In event of a claim by the merchant, provided such claim is raised by the Merchant within fifteen days (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,

6.2. All claims must be notified to RAPID DELIVERY PVT LTD in writing within 7 days from the date of acceptance of the shipment, failing which the merchant forfeits and waves its rights for such claim.

7. LIMITATION OF LIABILITY

7.1 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 AGREEMENT, 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 THIS AGREEMENT.

8. FORCE MAJEURE:

8.1. In the event either party (the Prevented Party) is prevented from performing its obligations under this Agreement by force majeure, such as earthquake, typhoon, flood, public commotion, torrential rains, heavy winds, storms or other acts of nature, fire, terrorist acts, threatened terrorists acts, explosion, acts of civil or military authority including the inability to obtain any required approvals or permits, strikes, riots, war, plagues, other epidemics, or other unforeseen events beyond the Prevented Party's reasonable control (an Event of Force Majeure), the Prevented Party shall notify the other party without delay and within fifteen (15) days thereafter shall provide detailed information concerning such event and documents evidencing such event, explaining the reasons for its inability to execute, or for its delay in the execution of, all or part of its obligations under this Agreement.

8.2. If an Event of Force Majeure occurs, neither party shall be responsible for any damage, increased costs or loss which the other party may sustain by reason of such a failure or delay of performance, and such failure or

Rapid Delivery Private Limited

delay shall not be deemed a breach of this Agreement. The Prevented Party shall take reasonable means to minimize or remove the effects of an Event of Force Majeure and, within the shortest reasonable time, attempt to resume performance of the obligations delayed or prevented by the Event of Force Majeure.

Annexure 1:

Rates As Communicated to you on the Sign up Page.

- 1 All statutory taxes, cess, levies will be extra as applicable
- 2 Merchant is ought to provide in the manifest the correct dead-weight and volumetric weight/dimensions of each shipment handed over to the service provider
- 3 Service provider shall charge higher of volumetric weight vs deadweight, whichever is higher. Volumetric weights are calculated based on length (in cms)*breadth (in cms)*height (in cms)/5000
- 4 COD Remittance will be done on a **weekly**.
- 5 Initially the account will be on prepaid mode.

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Annexure 2:

List of banned or prohibited Products 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
- Dry ice (Carbon Dioxide, Solid)
- Any Aerosols, liquids and/or powders or any other flammable substances classified as Dangerous Goods for transport by Air

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
- I Hazardous chemical items