

## Seller Agreement (Nimbuspost Private Limited)

This Seller Agreement is signed up on \_\_\_\_\_ (“Signed up date) and verified on \_\_\_\_\_ (“Verification Date”) thus agreement is treated as effective from verified date only (“Verification Date”) by and between:

**NIMBUSPOST PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at Ground Floor Mezzanine of C-293, Surajmal Vihar, Delhi-110092 and Corporate office at First Floor, Vipul Plaza, Suncity, Sector 54, Gurugram, Haryana -122002, legally represented by Mr. Santosh Abbimane (hereinafter referred to as “Company” or “Service Provider” or “NIMBUSPOST or NPPL”), which means and include, unless repugnant to the context or meaning thereof its legal agents, contractors, sub-contractors, affiliates, employees, receivers and assigns of ONE PART;

-and-

**M/s \_\_\_\_\_ [GSTIN: \_\_\_\_\_ ]** incorporated under the provisions of Companies Act 1956/2013 or LLP/partnership/proprietorship and having its registered office/office at \_\_\_\_\_ **with its PAN No \_\_\_\_\_**, legally represented by its authorised signatory (hereinafter referred to as “Customer/Merchant/User”), which means and include, unless repugnant to the context or meaning thereof mean and include its legal agents, contractors, sub-contractors, affiliates, employees affiliates, assign, liquidators, successors and permitted assigns of the OTHER PART.

### BACKGROUND

This Agreement comes into effect when the Customer registers for use of NIMBUSPOST’s services or signs an application for utilizing services of NIMBUSPOST available at [www.ship.nimbuspost.com](http://www.ship.nimbuspost.com) (“Website/Platform”). By registering or signing with NIMBUSPOST, the Customer signifies absolute and unconditional consent to all the provisions of this Agreement in its entirety.

This Agreement constitutes a legally binding agreement between the Customer and NIMBUSPOST. The Customer is advised to read this Agreement carefully. If the Customer is not in agreement with any of the terms and conditions, the Customer(s) should not use the Services and should notify the same to NIMBUSPOST. The Customer expressly represents and warrants that it will not avail the Services if they do not understand, agree to become a party to, and abide by all of the terms and conditions specified below. Any violation of this Agreement may result in legal liability upon the Customer. By clicking “Agree”, the Customer agrees to all the terms and conditions of this Agreement and is bound by the same.

The Website provides access to a platform that facilitates more comfortable form of ecommerce where you can use the logistics services according to your requirements.

This Agreement defines the terms and conditions under which the Customer is allowed to use the Platform and how the Company will treat the Customer’s account while it is a member.

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/ Services.

The Company reserves the right to modify the terms of this Agreement, at any time, with prior notice of 7 (seven) days. Customer’s use of the Services following any such modification constitutes Customer’s agreement to follow and be bound by the terms of the Agreement, as modified.

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, Website, and/or Service shall be construed to form an integral part of this Agreement and any breach thereof will be construed as a breach of this Agreement.

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

**The Company and the Customer shall hereinafter collectively be referred to as “Parties” and individually as “Party”.**

WHEREAS:

- A. The Company is engaged in the business of aggregating logistic services. Through its Platform, it enables the Customer to ship shipments to multiple locations, without having to directly deal with multiple courier companies (“Logistics Service Provider(s)”) (“Business”).
  
- B. The Company has represented to the Customer that it has the relevant expertise, personnel, and skills required to meet the logistic requirements of Customer.
  
- C. The Customer is desirous of engaging with the Company and availing the Services (as defined below), being provided.
  
- D. The Parties are desirous of entering into this Agreement to record the terms of their engagement.

**IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**1) DEFINITIONS AND INTERPRETATION**

**a. In this Agreement, including in the Recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires::**

- i. “Agreement” means this Customer Agreement and any Annexures hereto, whether attached or incorporated by reference;
  
- ii. “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 this Agreement or thereafter;

iii. "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;

iv. "Confidential Information" shall mean, with respect to each of the Party, information including but not limited to, the business, 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;

v. "Force Majeure" means an act of god, war, civil disturbance, strike, lockout, act of terrorism, flood, fire, explosion, epidemic, pandemic 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;

vi. "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;

#### **a. Interpretation**

i. Headings are used for convenience only and shall not affect the interpretation of Agreement.

ii. References to this Agreement shall be deemed to include any amendments or modifications to this Agreement, as the case may be.

iii. 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.

iv. 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 this Agreement), for the time being in force, all statutory instruments or orders made pursuant to a statutory provision and any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.

v. In addition to the terms defined in this Clause 1, certain other terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement, 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 this Agreement, no meaning shall be assigned to such term, word, phrase which derogates or detracts from, in any way, the intent of this Agreement.

## **2) ACCOUNT USAGE:**

i. This Agreement is a master agreement which governs the relationship between the Parties in relation to one or more Services that are offered by NPPL to the Customer, inter-alia as per the terms and specifications mentioned and payment as per commercials updated on regular basis on NPPL online panel. NPPL authorizes the Customer to view and access the content available on the Website solely for ordering, receiving, delivering and communicating as per this Agreement.

ii. 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 Website and Mobile App (collectively, "NPPL Content"), are the property of NPPL and are protected under copyright, trademark and other laws. User shall not modify the NPPL Content or reproduce, display, publicly perform, distribute, or otherwise use the NPPL Content in any manner, without the consent of NPPL.

iii. Customer shall not transfer or share (including by way of sublicense, lease, assignment or other transfer, including by operation of law) their log-in or right to use the Service to any third party. The Customer shall be solely responsible for the way anyone it has authorized to use the Services and for ensuring that all of such customer comply with all of the terms and conditions of this Agreement. Any violation of the terms and/or conditions of this Agreement by any such customer shall be deemed to be a violation thereof by you, towards which NPPL shall have no liability or responsibility.

iv. Multiple users are not permitted to share the same/single log-in. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any log-in you use to access the Services;

v. Customer agree that any information it gives to NPPL will always be true, accurate, correct, complete and up to date, to the best of its knowledge. Any phone number used to register with

the Service be registered in Customer's name and the Customer might be asked to provide supporting documents to prove the same.

vi. Customer agrees that you will not use the Services provided by NPPL for any unauthorized and unlawful purpose. The Customer will not impersonate another person to any of the aforesaid.

vii. Customer agrees to use the Services only for purposes that are permitted by: (a) the terms of usage as outlined herein; and (b) any applicable law, regulation and generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of goods, data or software to and from India or other relevant countries).

viii. Customer agrees that it is solely responsible for (and that NPPL has no responsibility to the Customer or to any third party for) any breach of Customer's obligations under this Agreement and for the consequences (including any loss or damage which NPPL may suffer) of any such breach.

ix. Customer expressly acknowledges and agrees that the use of the Services is at Customer's sole risk and that the Services are provided "as is" and "as available", and NPPL at its discretion, will provide any customization or modification.

x. Customer agrees that this Agreement and the Services of NPPL form a part of subject to any modification or be removed by NPPL with change in government regulations, policies and local laws as applicable.

xi. Customer agrees not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by NPPL, unless you have been specifically allowed to do so in a separate agreement with NPPL

xii. Customer agrees that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

xiii. Customer agrees that you are solely responsible for (and that NPPL has no responsibility to you or to any third party for) any breach of your obligations under this Agreement and for the consequences (including any loss or damage which NPPL may suffer) of any such breach.

### **3) SERVICES BEING PROVIDED BY THE COMPANY TO THE CUSTOMER**

- i. With effect from the Effective Date, the Customer hereby appoints the Company, to provide logistics solutions in accordance with the terms and conditions of this Agreement ("Services").
- ii. In order to avail the Services, the Customer is required to create an account at the Platform ("User Account"), by providing all the relevant, true, accurate, current and complete details, as detailed

in (which includes- GST registration in case of registered customer, Pan, TAN, COI in case of company, Cancelled cheque of bank account as per KYC).

- iii. Customer agrees that no fake, inaccurate or incomplete details of the Customer shall be provided to NPPL as part of the KYC process set out above. In case the Customer fails to provide complete and accurate details to the Company as part of the KYC process, such act or omission shall be considered a material breach of this Agreement and NPPL has the right to recover from the Customer, damages and any and all losses suffered by it on account of such incomplete or inaccurate KYC details provided by the Customer.
- iv. Customer is mandatorily required to give full address of shipping location/warehouses from where the shipment is required to be picked and address should be updated at place of business or additional place of business in statutory registrations as applicable.
- v. The Customer shall also be required to assign itself, a username and password to access the User Account.
- vi. The Customer hereby agrees that it shall be responsible for maintaining the confidentiality of user name and password and the transactions occurring in its User Account.
- vii. The Customer agrees and acknowledges that it shall be required to process/ place a request for its logistics requirement on the Platform. Upon receiving the request, the Company shall assign a Logistics Service Provider, who shall pick up the shipment from the location provided by the Customer. The Company shall assign a Logistics Service Provider, at its sole discretion and such assignment of a Logistics Service Provider shall be based on the location of the Customer, nature of the consignment, etc.
- viii. The Customer shall be required to clearly provide on the Platform, 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. The details of the bank account, where any money is collected as part of the COD, should also be provided on the Platform. Any bank account details provided for collection of COD should match the copy of the cancelled cheque submitted by the Customer. In case of revision of bank account revised cancelled cheque will need to be provided. The customer also certifies and confirms that the bank accounts provided are for legitimate business purposes and are legally permitted to receive monies collected by the Company for such shipment/s for which the Company received COD
- ix. The duly packaged consignment shall be handed over to the Logistics Service Provider by the Customer, along with the aforementioned details on the packaging.
- x. Customer agrees that tax invoice shall be issued as per GST compliances and copy of the same shall be attached in shipment. Customer can use the feature of Add on services of NPPL on seller

panel and generate invoice from the same. In both the scenario, NPPL has no involvement in the invoicing and not liable for the same. Customer shall be only liable for the same.

- xi. In case of COD consignments, the Logistics Service Provider shall collect the amount of money from the consignee, as per the instructions provided by the Customer. The Logistics Service Provider shall remit such money to the bank account of the Company, after the same being collected from the consignee. The Company shall thereafter remit the COD amount so received from the Logistics Service Provider to the bank account of the Customer as notified by the Customer on the Platform and as per any other terms agreed between the NPPL and Customer. However, the Company shall not be held liable in case the COD payments are delayed or misplaced by the Logistics Service Provider. Upon receipt of the COD payments from the Logistics Service Provider by the Company and remittance of the same by the Company to the aforementioned bank account notified by the Customer, the Company shall have no liability towards the Customer for the collection or recovery of such COD payments. Further, once the details of relevant bank account have been notified to the Company by the Customer, the Company shall have no further obligation to verify the veracity and genuineness of the notification by the Customer, or to undertake any further due diligence or KYC process on the signatories of such bank account. However, the Company shall have the right to conduct a KYC on such bank account for its records.
- xii. 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.
- xiii. The Customer shall be provided with a tracking number (AWB number) by the Company for the consignment. The Customer can track the consignment, on a real time basis using the tracking number provided.
- xiv. 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.
- xv. The Customer hereby agrees that the Company is only an intermediary between the Customer and the Logistics Service Provider. In the event of a dispute between the Customer and the Logistics Service Provider, the Company shall take all reasonable steps to try and ensure an amicable settlement between the Customer and the Logistics Service Provider. In the event of a settlement between the Customer and the Logistics Service Provider, the Company's obligation shall be to merely pass on any damages provided by the Logistics Service Provider to the Customer, as per the individual terms and conditions of the Logistics Service Provider. However, the Company shall not be liable in the event the Customer and the Logistics 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 Logistics Service Provider.
- xvi. Customer agrees that no fake products/goods will be delivered to the end consumer and if any fake product is found then NPPL has the right to pay the amount to end customer and same shall be recovered from Customer. Any cost , expense in relation to that issue will be received

from the customer or deducted from COD amount . In addition to this, Customer shall be liable for prosecution and penalty of Rs 100,000/- or Goods value whichever is higher if found to be in delivering any illegal or fake products/Goods.

- xvii. Customer agrees that if there is any quality issue with the end consumer then NPPL has the right to pay the amount to end consumer and same shall be received from the customer.
- xviii. Customer agrees that it is solely responsible for any breach of Customer obligations under this Agreement and for the consequences of any such breach.
- xix. In consideration of the Services rendered by Company, the Customer agrees to pay to the Company, the consideration in accordance with Clause 4 of this Agreement.

#### **4) FEES / CONSIDERATION AND PAYMENT**

- i. In consideration of the Company providing the Services to the Customer, the Customer agrees to pay the Company, valid consideration, the details of which are mentioned on Billing section on NPPL online panel to this Agreement (“Consideration”) or in the billing section of the NPPL panel. In addition to the Consideration, the Customer shall also be required to pay applicable fees for shipping the consignment, which shall again be provided on the billing section of NPPL panel to this Agreement (“Shipping fees”).
- ii. The Consideration specified in this Agreement is exclusive of all applicable taxes. The Customer shall be required to pay applicable goods and service tax and fuel surcharge etc. The same shall be stated as separate items in the invoice raised by the Company on the Customer on or before 07<sup>th</sup> of the succeeding month for the Services that have been rendered in previous month as per the terms of this Agreement.
- iii. NPPL may add new services for additional fees and charges or may proactively amend fees and charges for existing services, at any time in its sole discretion. Fees stated prior to the services being provided, as amended at NPPL’s sole discretion from time to time, shall apply.
- iv. If you purchase any subscription based paid service, you authorize NPPL to charge you applicable fees at the beginning of every subscription period or at such intervals as applicable to the said service, and you authorize NPPL make such modification to the fee structure as required and also agree to abide by such modified fee structure.
- v. Customer agrees that the billing credentials provided by it for any purchases from NPPL will be accurate and the Customer shall not use billing credentials that are not lawfully owned by it.

vi. The Customer agrees to pay all subscription fees, service fees and other fees applicable to User's use of Services or any other services which are beyond the scope of the Services and/or this Agreement, and the User shall not (directly or indirectly) circumvent the fee structure.

vii. The User is solely responsible for payment of all taxes, legal compliances, and statutory registrations and reporting under applicable law. NPPL is in no way responsible for any of the User's taxes or legal or statutory compliances.

viii. Unless otherwise specified, all fees shall be exclusive of taxes, and Goods and Service tax and other statutory taxes, as applicable, shall be levied on every purchase/Service.

ix. The payment process would be considered to be complete only on receipt of full fees and all other charges (as payable) into NPPL's designated bank account.

x. The Customer may also use the prepaid mode of payment of Consideration and Shipping Fees.

xi. The Company shall issue an invoice to the Customer on or before 07th of each succeeding month for the Services that have been rendered in previous month as per the terms of this Agreement.

xii. The Customer shall pay to the Company within Seven (7) days from the date of submission of the invoice as per commercials updated on the billing section of the NPPL panel.

xiii. It will be the responsibility of the Customer to verify the invoices and inform the Company within 5 (five) days in case of any disputes regarding the contents of the invoice from the date of receipt of invoices. Thereafter, the Parties shall promptly seek to resolve the dispute in good faith. Payment of the undisputed amount shall not be affected and should be made as per the general terms of this Agreement.

xiv. If for any reason the Customer defaults in making the payments against undisputed Invoices issued by Service Provider, then the Service Provider shall have the right to invoke the dispute resolution as set out under the Agreement.

xv. If the User fails to pay the full invoice amount in accordance with the time period mentioned above or any other amounts/charges payable under this Agreement by the due date, then NPPL will have the right to: (i) retain (and subsequently adjust the outstanding amounts/charges within 30 days of retention from) the amounts received from the end customer of the User through the cash on delivery method ("COD Amount"), and/or (ii) retain the custody of (and subsequently dispose within 30 days of retention) the shipments of the User which are in the possession of NPPL logistics partner(s), and/or (iii) levy an interest of 18% per annum from the due date of payment, till such time that the User makes entire payment towards the invoice, and/or (iv) forfeit the security deposit amount of the User (if any) lying with NPPL. Without being prejudice to the above,

the User hereby agrees that it shall become liable to pay the freight charges (both forward and RTO charges) as soon as a shipment is picked up or is RTO initiated by the NPPL courier partner, and that NPPL shall have a right to recover such freight charges from the User (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 User. The Company shall release such consignments and/or COD shipment payments, only upon the Customer paying the Consideration owed to the Company.

xvi. The Company reserves its right to revise the Consideration payable by the Customer, by providing a prior written notice of 7 days to the Customer. The Customer shall be required to raise any concerns pertaining to the same within a period of 4 days from the date of receiving such notice. In the event, the Customer fails to raise any concern within the stipulated time period, the revised Consideration shall be deemed to be accepted by the Customer. In the event the Customer raises any concerns within stipulated time period, the Parties shall negotiate and determine the revised Consideration. Such revised Consideration shall be effective, upon the expiry of the notice period.

xvii. In the event the User closes its account with the Company, or this Agreement expires or is terminated, the Company will deduct the Consideration and Shipping Fees and the freight amounts due to it from the User, from the COD Amount. The Company shall, thereafter, remit the remaining COD amount after such deduction, within 45 (Forty-Five) business working days from the date of such closure/expiration/termination, subject to reconciliation and completion of all the shipments and transactions pertaining to the User/his account. In the event, the COD Amount falls short of the outstanding amount payable by the User, the User shall within 5 (five) days from the date of such closure/expiration/termination pay the outstanding amount to the Company, and until the payment of the entire outstanding amount, the Company shall retain the custody of the shipments of the User which are in the possession of Logistics Service Provider. In the event of any delay in payment of outstanding amount by the User (as required under this clause), NPPL shall have a right to levy an interest of 18% per annum on the outstanding amount from the due date of payment till the date of actual payment and/or to forfeit the security deposit amount of the User (if any) lying with NPPL.

xviii. For any claims by the User regarding non connectivity of the shipment (i.e. where the User 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 User within 3 (three) days from the pickup date. Without the signed manifest any such request shall not be considered valid. NPPL shall be liable for forward & RTO delivery subject to the liability of Rs 5,000 (Rupees Five thousand only) in case of forward delivery and if loss or damage is in excess of Rs 5,000 than NPPL shall issue COF (Certificate of Facts) govern by Limitation of Liability clause.

xix. The User agrees that in case of shipments booked under Cash on Delivery ("COD"), Logistics Service Provider shall collect cash, as per the instructions of NPPL from the consignee as per the details mentioned on the COD order form and remit/reimburse the amount to NPPL which then forthwith would be reimbursed to the User. However, NPPL shall not be held liable in case the COD amount has been delayed or misplaced by the courier company. The User shall seek its claim, loss

or any damages suffered from the Logistics Service Provider directly, and in no way shall recover from NPPL or hold NPPL liable for the same. In this regard, the User agrees that NPPL shall have the right to deduct the freight charges from the COD Amounts received by NPPL, and then remit/reimburse the balance amount to the User.

xx. NPPL may, from time to time, in its sole discretion, provide/allocate a credit limit to the User for the Services, which can be used by the User within a specified time period. In this regard, the User hereby acknowledges and agrees to pay the service fees and all other amounts (payable by it pursuant to this Agreement), and in the event User fails to timely pay the same, NPPL shall have an unconditional and irrevocable right, in addition to other rights and remedies available under this Agreement elsewhere, applicable law or otherwise, to recover the unpaid fees and amounts from the user inter alia by way of: (a) retaining the COD Amounts; and/or (b) retaining the custody of the shipments of the User which are in the possession of NPPL logistics partner(s); and/or (c) forfeit the security deposit amount of the User (if any) lying with NPPL.

xxi. NPPL reserves the right to modify the fee structure by providing a notice, either on your dashboard or through email to the authorized User, which shall be considered as valid and agreed communication. Upon the User not communicating any negative response/objection to NPPL to such notice, NPPL shall apply the modified Fee structure.

xxii. In order to process the fee payments, NPPL might require details of User's bank account, credit card number and other such financial information. Users shall be responsible to maintain the confidentiality of such information provided by Users.

## **5) LIMITATION OF LIABILITY AND DISCLAIMERS:**

- i. In case of loss or damage upto Rs 5,000 (Rupees five thousand only) the total aggregate liability of NPPL shall be Rs 5,000 or actual loss whichever is lower. If damage or loss is in excess of Rs 5,000 than NPPL shall issue Certificate of facts (COF) only.
- ii. Under any circumstances the company shall not 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.
- iii. The Customer agrees and acknowledges that the use of the Services, is at its sole risk and that the Services are provided "AS IS" by NPPL.
- iv. 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.
- v. 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.

- vi. The Logistics Service Providers are 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 them except mentioned in clause 5 (i) above. The Company shall not be responsible for any actions/ in-actions of the Logistics Service Providers.
- vii. The Company shall be, in no manner liable to remit the Cash-on-Delivery (COD) that is to be received as payment by the User in case of theft, robbery or forcible snatching of the delivery package from the Logistics Service Provider. Such incidents/cases shall be the sole responsibility of the User and the User is liable to initiate actions to resolve such incidents, if any, on its own, including but not limited to legal process(es) as well as to reimburse the losses (if any) to the concerned logistic partner/its personnel.
- viii. In no event including but not limited to negligence, shall NPPL, or any of its directors, officers, employees, agents or content or service providers (collectively, the "Protected Entities") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Services or the content, materials and functions related thereto, User's provision of information via the Services, lost business or lost sales, even if such Protected Entity has been advised of the possibility of such damages.
- ix. In no event shall the total aggregate liability of the Protected Entities/Service Provider(s) to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to negligence or otherwise) arising from the terms and conditions of this Agreement or a User's use of the Services exceed in aggregate of INR 5, 000 (Indian Rupees Five Thousand) only. So total aggregate liability of service provider shall not in any case be more than Rs 5,000 (Rupees Five thousand only). In case of loss or damage in excess of Rs 5,000 (Rupees Five thousand only), service provider or NPPL shall issue Certificate of facts (COF) only.
- x. The Protected Entities shall not be liable for any act or omission of any other person/ entity furnishing a portion of the Service, or from any act or omission of a third party, including those vendors participating in the Services, or for any unauthorized interception of your communications or other breaches of privacy attributable in part to the acts or omissions of the User or third parties, or for damages associated with the Service, or equipment that it does not furnish, or for damages that result from the operation of the User provided systems, equipment, facilities or services that are interconnected with the Service.
- xi. For shipments booked through "Delhivery", in case the delivery (forward)percentage for the shipments booked through "Delhivery" falls short of 60% of total shipments booked through "Delhivery", there will be no lost and damage claims entertained by the company.

## 6) REPRESENTATIONS, WARRANTIES AND COVENANTS

1. The Company hereby represents, warrants and covenants to the Customer that:

- a. it is a validly incorporated business entity;
- b. it has the facilities, and resources required to discharge and shall discharge the Services in a timely and efficient manner;
- c. this Agreement does not conflict with any of its existing contracts.

2. The Customer hereby represents, warrants and covenants to the Company that:

- a. it is a validly incorporated business entity or is legally competent to contract as applicable;
- b. it shall use the Services being provided by the Company only for lawful purposes;
- c. it shall at all times, abide by the terms and conditions mentioned in this Agreement;
- d. it shall fulfill all the obligations as mentioned in this Agreement;
- e. it agrees and understands that the Company is only an intermediary between itself and the Service Provider(s);
- 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);
- 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.

3. Each Party represents and warrants to the other Party that:

- a. it has all necessary rights, powers and authority to enter into and perform this Agreement; and

- b. the execution and performance of this Agreement by it shall not violate any Applicable Law and shall not breach any agreement, covenant, court order, judgment or decree to which such party or by which it is bound.

## **7) INDEMNITY**

- i. The Customer (“Indemnifying Party”) hereby agrees to indemnify, defend and hold NPPL, its affiliates, officers, directors, employees, contractors, sub-contractors, consultants, licensors, other third party service providers, agents and representatives (“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 (directly or indirectly) by the Indemnified Party, on account of: (a) Indemnifying Party’s access to or use of Services; (b) violation of this Agreement or any terms of use of the Services by the Indemnifying Party (and/or its officers, directors and employees); (c) violation of applicable law by the Indemnifying Party (and/or its officers, directors and employees); (d) wrongful or negligent act or omission of the Indemnifying Party (and/or its officers, directors and employees); (e) any third party action or claim made against the Indemnified Party, by reason of any actions undertaken by the Indemnifying Party (and/or its officers, directors and employees), including but not limited to any claims by any third party in relation to the collection, recovery or remittance of COD payments to, and on behalf of, the Customer in accordance with the instructions of the Customer; and (f) any duties, taxes, octroi, cess, clearance charges and any other charge/levy by whatsoever name called, levied on the shipments.
- ii. The Company will notify the User promptly of any such claim, loss, liability, or demand, and in addition to the User foregoing obligations, the User agrees to provide the Company with all reasonable assistance, at the User’s expense, in defending any such claim, loss, liability, damage, or cost.

## **8) FACILITATOR**

Customer acknowledges that Company’s role under this Agreement is limited to provide Services to facilitate transactions between Customer and the Logistics Service Provider and hence the Company is merely a facilitator. The transaction for sale of any of the products is a bipartite contract between Customer and the consignee and the Company neither will have any obligations or liabilities in respect of such contract nor shall Company hold any rights, title or interest in the products sold by Customer. Company will also not be responsible for any unsatisfactory performance or any actions or inactions or omissions by the Customer including delays, defects or wrong information.

## **9) COMPLIANCE WITH LAWS**

Each Party hereto agrees that it shall comply with all applicable local laws, ordinances, and codes in performing its obligations hereunder. If at any time during the Term of this Agreement, a Party is informed or information comes to its attention that it is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority having competent jurisdiction), that Party shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects. Further, each Party shall establish and

maintain all proper records (particularly, but without limitation, accounting records) required by any law, code of practice or corporate policy applicable to it from time to time.

## 10) CONFIDENTIALITY

Each Party may be given access to Confidential Information from other Party in order to perform its obligations under this Agreement. The Party that receives Confidential Information shall be known as "Receiving Party". The Party that discloses Confidential Information shall be known as "Disclosing Party".

i. Both Parties shall keep confidential (and to ensure that its officers, employees, agents, affiliates and professional and other advisers keep confidential) any Confidential Information. Both Parties shall not, and shall procure that none of their directors, officers, employees, agents, affiliates or professional advisers shall use Confidential Information for any purpose other than the provision of services and performance under this Agreement. Exception from Confidentiality Obligations:

a) information which is independently developed by a Party or acquired from a third party to the extent that it is acquired otherwise than a result of a breach of this Clause and with the right to disclose the same;

b) the disclosure of information to the extent required to be disclosed by any applicable law, any governmental authority to whose rules, orders or decrees a party is subject, any stock exchange rule or regulation or any binding judgment, order, rule or requirements of any court, arbitral tribunal, or other competent authority;

c) information which comes within the public domain (otherwise than as result of a breach of this Clause)

ii. Both Parties shall inform any officer, employees, or agent or any professional or other adviser advising it in relation to the matters referred to in this Agreement, or to whom it provides Confidential Information, that such information is confidential and shall instruct them to keep it Confidential and not to disclose it any third party (other than those persons to whom it has already been disclosed in accordance with the terms of the Agreement)

iii. Promptly, upon termination or expiration of this Agreement, return and confirm in writing the return of all originals, copies, reproductions and summaries of Confidential Information or, or at the options of the Disclosing Party, destroy and confirm in writing the destruction of the Confidential Information.

iv. Provided, however that nothing herein shall restrict in any manner the ability of either Party to use or disclose Confidential Information owned by it in any manner whatsoever, and the obligation of confidentiality herein shall apply to each party only to the extent that the Confidential Information or portions thereof is not owned by that particular Party.

## **11) 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 this Agreement, 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 for the purpose of this Agreement only.
- 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 this Agreement. 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.

## **12) NON-SOLICITATION**

The User agrees and undertakes that, during the term of this Agreement, and for a period of 36 (thirty-six) months thereafter, it shall not directly or indirectly attempt in any manner to solicit, any client/customer, or to persuade any person, firm or entity which is a client/customer/supplier/vendor/partner of NPPL, to cease doing business or to reduce the amount of business which any such client/customer/supplier/vendor/partner has customarily done or might propose doing with NPPL.

## **13) TERMS, TERMINATION AND DISPUTES**

- i. The Agreement shall come into force with effect from the Effective Date and shall remain in place until terminated by either Party in accordance with the provision of this agreement.
- ii. The Customer can request for termination of his/her/its membership with NPPL at any time with a 30 days prior written notice subject to the provisions for the Services undertaken. During this notice period, NPPL will investigate and ascertain the fulfillment of any ongoing Services or pending dues related to fees or any other payables by the Customer. The Customer shall be obligated to clear any dues with the Company for any of its Services which the Customer has procured. NPPL shall not be liable to the Customer or consignee or any third party for any termination of the Customer access to the Services.
- iii. NPPL reserves the right to terminate Customer's User Account in case:

- a. The Customer breaches any terms and conditions of this Agreement
- b. The Company believes in its sole discretion that the Customer's actions may cause legal liability for such itself, other customers or for the Company or are contrary to the Terms of Use of the Services as provided on the Platform.
- iv. NPPL may terminate the Agreement by giving 10 days prior written notice to the Customer.
- v. In case of dispute between the parties, the Customer hereby agrees to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of the parties, then each party shall nominate a person with respectable professional standing and unimpeachable conduct as its representative. These representatives shall, within 30 (thirty) days of a written request by either party to call such a meeting, meet in person and shall attempt in good faith to resolve the dispute.
- vi. Notwithstanding anything contained in this agreement, either party shall give prior termination notice of at least 30 days (thirty) to other party.

#### **14) CONSEQUENCES OF TERMINATION**

- i. Upon termination of this Agreement, 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 this Agreement, 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.
- iv. In the event the Customer closes its account with the Company, or this Agreement expires or is terminated, the Company will deduct the Fees and the freight amounts due to it from the Customer from the COD Amount. The Company shall, thereafter, remit the remaining COD Amount after such deduction, within 45 (Forty-Five) business working days from the date of such closure/expiration/termination, subject to reconciliation and completion of all the shipments and transactions pertaining to the Customer/its account. In the event, the COD Amount falls short of the outstanding amount payable by the Customer, the Customer shall within 5 (five) days from the date of such closure/expiration/termination pay the outstanding amount to the Company, and until the payment of the entire outstanding amount, the Company

shall retain the custody of the shipments of the Customer which are in the possession of the Company or its Logistics Service Providers. In the event of any delay in payment of outstanding amount by the Customer (as required under this clause), the Company shall have a right to levy an interest of 18% per annum on the outstanding amount from the due date of payment till the date of actual payment and/or to forfeit the security deposit amount of the Customer (if any) lying with the Company.

#### **15) ABUSE OR MISUSE OF SERVICES**

The Company may restrict, suspend or terminate the account of any User who abuses or misuses the Services. Misuse includes creating multiple or false profiles, infringing any Intellectual Property rights, violating any of the terms and conditions of this Agreement, or any other behaviors that with the Company, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, the Company has adopted a policy of terminating accounts of Users who, in the Company sole discretion, are deemed to be repeat infringers of any terms of use even after being warned by it. In addition, the Company may also restrict, deactivate, suspend or terminate the account of any User upon the request/instructions of Logistics Service Provider. The Company may also impose penalty of amount Rs 100000/- or amount involved in misuse of services whichever is higher.

#### **16) SEVERABILITY**

The invalidity or unenforceability of any provision in this Agreement 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 this Agreement, 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.

#### **17) FORCE MAJEURE:**

i. In the event either Party (the "Prevented Party") is prevented from performing its obligations (except payment for the services utilized or agreed fixed cost, if any) 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, pandemics 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. Service Provider will not be responsible for any lost and damage occurred in Force majeure situation.

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 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

## **18) ENTIRE AGREEMENT, ASSIGNMENT AND SURVIVAL**

i. This Agreement, the annexures and any other documents entered into or delivered as contemplated in this Agreement herein sets out the entire agreement and understanding between the Parties with respect to the subject matter hereof. Unless otherwise decided by NPPL, the annexures containing specific terms of use supersedes all general terms of the Agreement, previous letters of intent, heads of terms, prior discussions and correspondence exchanged between the Parties in connection with the Agreement referred to herein. Similarly, unless otherwise decided by NPPL, the SOPs/SLAs issued in furtherance to this Agreement, shall supersede the provisions of this Agreement and of the annexures.

ii. This Agreement and the rights and obligations herein shall not be assigned by the User, without the consent of NPPL.

iii. The provisions which are by their nature, intended to survive the termination of this Agreement, shall survive the termination of this Agreement.

## **19) GOVERNING LAWS AND JURISDICTION**

This Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be governed by the laws of India and shall be subject to the jurisdiction of courts in New Delhi. This Agreement is executed in English language which shall prevail over any translation thereof.

## **20) NO PARTNERSHIP OR AGENCY**

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

## **21) WAIVERS AND REMEDIES**

No failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a

waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies of the Parties under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under the general laws of India.

## **22) MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER**

- i. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by the Parties or Party against whom enforcement thereof is sought.
- ii. A failure or delay of any Party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

## **23) ENTIRETY OF AGREEMENT**

This Agreement together with all Recitals, Appendices, Exhibits, Schedules, Attachments, and Addenda attached hereto constitute the entire agreement between the Parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, between the Parties with respect to the subject matter hereof.

## **24) 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.

## **25) SPECIFIC PERFORMANCE**

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

## **26) SEVERABILITY**

The invalidity or unenforceability of any provision in this Agreement 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 this Agreement, 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.

## **27) INDIRECT AND CONSEQUENTIAL LOSSES**

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

## **28) CONTACT DETAILS**

a. If any User has any question, issue, complaint regarding any of our Services, please contact Company's customer service at [hello@nimbuspost.com](mailto:hello@nimbuspost.com)

b. If a User has any questions concerning NPPL, the Services, this Agreement, or anything related to any of the foregoing, it can be reached at the following email address – [hello@nimbuspost.com](mailto:hello@nimbuspost.com) or [legal@nimbuspost.com](mailto:legal@nimbuspost.com)

c. The User hereby agrees and provides his consent to receive communications, correspondences, updates, notifications, etc. from the Company through email, SMS, WhatsApp 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.

d. Notwithstanding anything provided contrary in this Agreement, the User here by agrees, provides his consent and further authorizes the Company to share his relevant details and documents (including but not limited to business/registered name(s), phone number(s), address(es), email-id(s), bank account details, KYC documents, etc.) with the concerned judicial authority, court, police, complainant, etc. (as the case may be) in the event of a complaint been filed against the User or dispute been raised in relation to the shipment(s) made by the User.

**IN WITNESS WHEREOF** both the Parties have caused this Agreement to be executed and delivered by its duly authorized representative on this above-mentioned Date.

For
Name:
Designation/Authorised Signatory
Date:

For <b>NIMBUSPOST PRIVATE LIMITED</b>
Name: SANTOSH ABBIMANE
Designation: Authorised Signatory
Date:

**ANNEXURE A (Additional terms & conditions)**

**Being an integral part of this agreement**

## Nimbuspost Private Limited (“NPPL”)

### 1) SCOPE OF SERVICE

- i. The Company is engaged in the business of providing quick and hassle-free shipping solutions hereinafter to be referred as “Nimbuspost”, providing its Customer an automated shipping panel services integrated with the Logistics Service Partners/ Providers. Customer agrees that the Company has no role and responsibility in the actual delivery and shipment of the product, and the Company only provides a platform, for the Users to avail shipping services.
- ii. The Customer agrees that the shipments shall be picked up by NPPL LogisticService Provider from the Customer locations as communicated to NPPL at the time of your sign up on the Nimbus portal. The tracking number would be assigned by an automated process based on the pickup and delivery pin code and type of shipment booked.
- iii. The Customer shall 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 before the package handover to the Logistic Service Providers.
- iv. The Customer will be solely responsible to comply with all statutory requirements(State and Central Laws/Statutes) applicable in relation to booking and sale of the shipments carried and delivered by the Logistics Service Providers of NPPL in pursuance of this Agreement.
- v. The Company reserves the right to provide web based (online) tracking solutionsfor all shipments through its logistics partners.
- vi. The User shall be fully liable to its customers and neither NPPL nor any of theirLogistic Service Provider, shall have any direct or indirect connection/ relationship or responsibility/obligation to User’s customers, in any manner whatsoever.
- vii. In the event the Company believes that customer/its customer have breached anyof the above provision, then NPPL would inter-alia have the right to deactivate the Customer account, retain the custody of their shipments and to levy damages/charges (along with the applicable GST amount and freight charges) of Rs. 2,00,000/- (Rupees two Lac only) per incident/shipment or of such other amount as decided by NPPL in its sole discretion.
- viii. User shall agree that the shipment to be handed over to the logistic partner onthe behalf of NPPL is in a tamper proof packing of their brand.
- ix. It is expressly understood by the Parties that NPPL is a mere service provider tothe User and not in any other capacity whatsoever it may be called. It is further agreed to by the Parties that

NPPL is not performing any activity or job or providing service on behalf of the User which is tantamount to seller or retailer and or stockiest/distributor. The complete activity performed by NPPL under this Agreement is based on specific instructions given by the User as part of the scope defined and from time to time.

In the event NPPL believes that you have breached any of the above provision, then NPPL would inter-alia have the right to deactivate the NPPL account, retain the custody of (and subsequently dispose within 30 days of retention) your shipments and to levy damages/charges (along with the applicable GST amount and freight charges) of Rs. 1,00,000/- (Rupees One Lac only) per incident/shipment or of such other amount as decided by NPPL in its sole discretion.

## **2) OBLIGATIONS OF THE CUSTOMER**

The Customer hereby agrees and acknowledges that it shall perform/abide by the following obligations:

- i. The packaging of the consignments shall be the sole responsibility of the Customer. The Customer shall be responsible for proper, tamper-proof and damage-proof packaging of the products and any damages resulting from inadequate, improper or inappropriate packaging of the products shall not be the responsibility of the NPPL and/or the Logistic Service Provider. The Customer shall ensure that the quality of the packaging is sufficient to ensure that no damage occurs in transit. The Customer shall solely be responsible for the compliance under Legal Metrology Act, 2009 and rules issued thereunder.
- ii. The sole responsibility of the contents of the packaged consignment shall lie with the Customer. NPPL nor the Logistic Service Provider shall not be responsible for verifying the contents of the products handed over by the Customer. However, the NPPL reserves its right to verify the contents of the consignment, if it deems necessary.
- iii. The Customer shall be required to clearly provide all the details of the consignment, including but not limited to consignment details, consignee details, return address/ shipping address, amount of COD to be collected in case of cash on delivery ("COD") shipments, e-way bill number and valid GST invoice etc. on the packaging. In case any incomplete/incorrect information or documents are provided by the Customer, 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 NPPL. Further, in case of breach of this clause, NPPL would inter alia have the right to levy damages/charges (along with the applicable GST amount) on the Customer of Rs. 2,00,000/- (Rupees two Lac only) per shipment or of such other amount as decided by NPPL in its sole discretion.
- iv. The Customer shall be ready with the packed order when the Logistics Service Provider's personnel comes to receive the shipment, all pick-ups should be logged before the cut off time as directed by the Customer support team of NPPL, and no pick up beyond the cut-off

shall be possible. The Customer agrees that they shall contact the Logistics Service Provider's personnel for the pickup arrangements.

- v. The Customer shall ensure that the consignment/parcel does not contain narcotic drugs, firearms, explosives, hazardous chemicals, liquids, gold, currency, gems, jewellery, share certificates, pornographic material, human remains and any other contraband material banned or prohibited by any law or any item which is a prohibited, restricted or hazardous items as per the regulations of any Applicable Law including but not limited to the Directorate General of Civil Aviation ("DGCA"), International Civil Aviation Organisation ("ICAO") and International Air Transport Association ("IATA"), for detail refer the Annexure B. In the event the Customer hands over or provides the aforesaid products to the Company/Logistic Service Providers then the Company/Logistic Service Providers shall not be responsible and shall not be liable for any loss, damage, theft or misappropriation of such Products even if Logistics Service Provider or the 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 Logistics Service Provider or its delivery personnel. The only Customer shall be solely responsible if any such items is booked.
- vi. The Customer shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to the NPPL and/or Logistic Service Provider and the Customer undertakes to indemnify the NPPL against all losses, damages, expenses and fines arising from any inaccuracy or omission even if such inaccuracy or omission is not due to any negligence.
- vii. The Customer agrees and acknowledges that it shall solely be responsible for complying with all the Applicable Laws pertaining to booking, sale and transportation of the consignment through the Logistic Service Provider, in accordance with this Agreement, The Customer shall indemnify the Company, for any claims, losses or damages, suffered by the NPPL, due to Customer's breach of Applicable Law.
- viii. 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 laws.
- ix. Customer agrees and acknowledges that it will be solely responsible for any sale of its products/shipments to consignee. Customer further warrants to resolve all consignee service issues in connection with such sale or delivery of its shipments/products.
- x. At all times during the term of this Agreement, the Customer shall at its own expense, procure and maintain with a reputed insurance company, a comprehensive insurance coverage which cover damages, claims or liability arising due to the loss, damage or destruction of the consignment during the transit. The Customer understands, agrees and acknowledges that NPPL through its Logistics Service Provider is a mere bailee of the goods/products, cash and is not an insurer of the same. Customer hereby expressly and specifically waives all its rights and claims against NPPL and its Logistics Service Providers arising out of or in relation to the principles of insurance.

- xi. The Customer shall not use the Services Provided by the Company / LogisticService Provider for any unauthorized and unlawful purpose.
- xii. The Customer agrees and acknowledges that it shall solely be liable to itsclients/consignees for merchantability, quality, warranty, of the consignment, and neither the NPPL nor the Logistic Service Provider shall have any direct or indirect responsibility/obligations towards the Customer's clients/consignees.
- xiii. The Customer shall not default in making payments to the Company, within the stipulated time period.
- xiv. The Customer shall at all times, collect and keep the receipts/signed manifests provided by the Logistics Service Provider, as proof of picking up the consignment.
- xv. The Customer shall strictly only use the automated system for generating the pickup and move the shipment only on the AWB number generated from NPPL 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. NPPL is also not responsible for any damage or lost of shipment in such cases.
- xvi. The Customer agrees that the Service is only for single pick-up location i.e., the orders will be picked by the Logistics Service Provider from only one location which has been registered by the Customer with NPPL.
- xvii. NPPL shall not entertain any disputes regarding damage/pilferage/tampering/leakage/non-receipt of delivery/fake delivery shall be entertained by NPPL, after a period of 72 hours from the receipt/delivery of the said article/goods/shipment. Further, NPPL shall not entertain any request for providing the POD of a shipment, after a period of 96 hours from the delivery/RTO of the shipment.
- xviii. The Customer hereby agrees that, 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 Customer shall provide a valid e-way bill (during the case of RTO) to NPPL, within 7 days from the date of the good(s)/shipment(s) being marked as 'RTO Initiated' on Customer dashboard. In case the User 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 NPPL and/or its Logistics Service Provider shall not be held liable for any liability in relation thereto.
- xix. 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 NPPL at any point of time.

- xx. 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/altere d/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 NPPL.

### 3) FEES

- i. The User hereby agrees that the applicable shipping rate will be charged as per the current prevailing rate mentioned on the “Calculator” link in User’s billing section.
- ii. NPPL reserves the right to apply other applicable charges over and above the shipping base rates and service charge like COD charges and other fees are as on the calculator link in User’s billing section. NPPL has rights to make any changes in the rate mentioned on the calculator link in User billing panel and prevailing.
- iii. GST and other taxes are applicable as per taxation law.
- iv. Volumetric weight will be charged on LXBXH/5000 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 by NPPL.
- v. In case the declared weight differs and is less than the actual weight, then shipping charges will be revised to actual weight. User 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, User accept the updated weight the same will get billed and if User reject the updated weight the same will not get billed and forwarded to the concerned team for rectification and resolution. Further, in case you do not accept or reject the updated weight, the same will be auto accepted in 7 (seven) days’ time period. In the event NPPL believes that you are shipping (or have shipped) goods/shipments wherein the declared weight differs and is less than the actual weight, then NPPL would inter-alia have the right to retain the custody of such shipments and to levy damages/charges (along with the applicable GST amount) on you of Rs. 2,00,000/- (Rupees two Lac only) per shipment or of such other amount as decided by NPPL in its sole discretion.
- vi. Remittance of COD amount would be made twice every week or early remittance as per applicability and agreed in terms, to the bank account notified by the Customer to the Company. In case the COD amount which is already remitted to the User due to wrong status (delivered) updated by Logistics Service Provider, the same amount shall be deducted from future COD payments or will be adjusted against the wallet balance. Further, in the event NPPL is not able to remit the COD amount to the User within a period of 365 days from the due date, due to any reason which is not attributable to NPPL (including incorrect bank details provided by the User), then the User hereby agrees to waive all its rights and claims against NPPL and its Logistics Service Provider

arising out of or in relation to nonpayment of the COD amount and NPPL shall have an unconditional right to forfeit such unclaimed COD amount after the expiry of said 365 days. Any queries in relation to COD remittance should be raised as a ticket on the Company portal.

In case COD remittance TAT is not agreed then it shall be considered T+8 days as default.

vii. For any claims by the User the signed copy of the manifest sheet of the pick-up against which the Logistics Service Provider has received the shipment has to be submitted along with the claim request. Without the signed manifest the request shall not be considered valid.

viii. In addition to any other remedies available at law or in equity, the Company may take necessary actions for recovery of dues from the Customer, in the manner it may deem fit and appropriate.

ix. Save as otherwise agreed by the Parties, remittance of the COD amounts to the User shall be done within 8 (eight) days from the delivery date of the concerned shipment to the bank account notified by the Customer to the Company, subject to the remittance cycle being followed by NPPL, which at-present is remittance on three days (Monday, Wednesday & Friday) in a week.

x. The COD amount will not be paid or will have to be refunded by the User (if already paid) for the shipments which were originally booked on COD, however which were subsequently modified.

xi. Said To Contain Basis & Inspection: It is expressly understood by and between the Parties that all products agreed to be delivered by NPPL or its logistics partners are on "SAID TO CONTAIN BASIS" i.e. NPPL or its logistics partners shall be under no obligation and is not expected to verify the description and contents of the products declared by the User on the docket and as such, the User shall undertake and ensure to make proper, true, fair, correct and factual declaration on the docket regarding description and value of products/shipments (including the value of the shipments which are prepaid/replacement/gift shipment). Further, NPPL is not responsible in any way whatsoever for the merchantability of the products.

#### **4) TERMS OF PAYMENT FOR PREPAID ACCOUNTS (If Applicable)**

i. Customer shall agree to deposit an amount in their respective account to use NPPL Services as per the prepaid model.

ii. Customer agrees to recharge their account and choose the amount according to your business needs and can use this amount for the shipment purpose.

iii. NPPL shall issue an invoice which will get auto adjusted (if applicable) against the credit in your account as the following conditions:

- a) If the invoice amount is more than the credit in Customer account - Customer shall agree that in case where the invoice amount is more than the credit in their account, the freight invoice will be marked as unpaid and it will constantly get reflected in panel and invoice history. If Customer fail to pay the invoice amount, then the shipping will be suspended. To continue using the Services, Customer need to recharge your account for the unpaid invoice as well the new shipping limit.
- b) If the invoice amount is less than the credit in your account - Customer shall agree that in case where the invoice amount raised is less than the credit in Customer account, the freight invoice amount will be automatically adjusted from credit balance in Customer account (if not already adjusted) and shall be marked as paid. The Customer shall then continue using the Services from the remaining credit amount.
- iv. Customer shall agree that it will be Customer's responsibility to verify the invoices and inform the NPPL within 5 (five) working days in case of any disputes regarding the contents of the invoice.
- v. For any claims by the Customer like wrong freight being applied, Cash on Delivery missing, pilferage, in transit damage - the signed copy of the manifest sheet of the pick up against which the courier company has received the shipment has to be submitted along with the claim request. Without the signed manifest the request shall not be considered valid.
- vi. If due to any reason (including but not limited to the reason of weight discrepancy), the balance amount of the Customer in the wallet becomes negative, then NPPL shall inter-alia have the right to hold/retain the COD Amounts for the shipments of the Customer.
- vii. User shall agree that with the shipment weight, it will automatically get deducted from your credit weight. As per the norms of NPPL logistics, you will be charged a minimum of 0.5 kgs (or in multiples) for your air shipping. Please note that the weight charges applied by the courier companies may differ but however such charges shall be adjusted in/from your NPPL wallet limit on your NPPL account after pick up of the shipment.
- viii. The credit balance in the wallet shall be available for booking shipments only for a period of 1 years from the last shipment date. In case, the Customer does not book any shipment for a continuous period of 1 years, then NPPL shall have an unconditional right to forfeit such credit balance in the wallet after the expiry of 1 years from the last shipment date.
- ix. The Parties shall reconcile the amount payable to the Company, every week/every month, by settling the COD shipment payment (as applicable) and Prepaid shipment payment.
- x. The Customer agrees to pay the entire amount payable to the NPPL as per the terms and condition specified in the Agreement, within the stipulated time period, despite any ongoing queries/concern as specified in the Agreement. Upon the resolution of such queries/concern, in the favour of the Customer, the NPPL shall issue/provide a "Credit Note" to the Customer and the

same can be utilized by the Customer for any further Services required to be provided by the Company.

xi. The Customer can request NPPL to refund the credit balance of the wallet. Any such refund request shall be subject to refund being made to the original source/mode of payment and the standard time of 45 business working days will take to process such refund. Further, NPPL reserves a right to: (i) deny any request to refund the credit balance to a source being different from the original source/mode of payment; (ii) levy a surcharge (as per its sole discretion) to refund the credit balance to a source being different from the original source/mode of payment; and/or (iii) levy appropriate damages/charges (as per its sole discretion) in case NPPL is of the opinion that the wallet is being/has been used by the User for any unscrupulous/illegal activities or for purposes other than for payment to NPPL.

## **5) TERMS OF PAYMENT FOR SECURED POSTPAID ACCOUNTS WITH CREDIT LIMIT**

i. NPPL reserves the right to grant a rolling credit limit to the User on the basis of shipment shipped by User.

ii. NPPL reserves the right to adjust the used credit limit amount from the upcoming remittance of the User.

iii. Customer agrees that the Shipment charges will automatically get deducted from the Credit limit based on the shipment weight mentioned by the Customer on the panel while booking the shipment. In case weight charges applied by the Logistics Service Provider may differ in that cases charges will be adjusted in/from the wallet limit on your account even the after pick up of the shipment.

iv. NPPL shall issue an invoice which will get auto adjusted (if applicable) against the credit in Customer's account as the following conditions:

a) If the invoice amount is more than the credit in Customer account - Customer shall agree that in case where the invoice amount is more than the credit in their account, the freight invoice will be marked as unpaid and it will constantly get reflected in panel and invoice history. If Customer fail to pay the invoice amount, then the shipping will be suspended. To continue using the Services, Customer need to recharge your account for the unpaid invoice as well the new shipping limit.

b) If the invoice amount is less than the credit in your account - Customer shall agree that in case where the invoice amount raised is less than the credit in Customer account, the freight invoice amount will be automatically adjusted from credit balance in Customer account (if not already adjusted) and shall be marked as paid. The Customer shall then continue using the Services from the remaining credit amount.

- v. Customer shall agree that it will be Customer's responsibility to verify the invoices and inform NPPL within 5 (five) working days in case of any disputes regarding the contents of the invoice.
  
- vi. For any claims by the Customer like wrong freight being applied, Cash on Delivery missing, pilferage, in transit damage - the signed copy of the manifest sheet of the pick up against which the courier company has received the shipment has to be submitted along with the claim request. Without the signed manifest the request shall not be considered valid.
  
- vii. If due to any reason (including but not limited to the reason of weight discrepancy), the balance amount of the Customer in the wallet becomes negative, then NPPL shall inter-alia have the right to hold/retain the COD Amounts for the shipments of the Customer.
  
- viii. The Parties shall reconcile the amount payable to the Company, every week/everymonth, by settling the COD shipment payment (as applicable) and Postpaid shipment payment.
  
- ix. The Customer agrees to pay the entire amount payable to the NPPL as per the terms and condition specified in the Agreement, within the stipulated time period, despite any ongoing queries/concern as specified in the Agreement. Upon the resolution of such queries/concern, in the favors of the Customer, the NPPL shall issue/provide a "Credit Note" to the Customer and the same can be utilized by the Customer for any further Services required to be provided by the Company.
  
- x. The credit balance in the NPPL wallet shall be available for booking shipments only for a period of 3 years from the last shipment date. In case, the User does not book any shipment for a continuous period of 3 years, then NPPL shall have an unconditional right to forfeit such credit balance in the NPPL wallet after the expiry of 3 years from the last shipment date.

## **6) RETURNS/RTO OF THE PRODUCTS**

- i. NPPL reserves the right to returned to the User, the products which are not accepted by the customer for any reason whatsoever, at the location(s) as specified by the User.
  
- ii. Return to Origin ("RTO") Charges would be apply same as agreed shipping rates.
  
- iii. Customer shall agree that the returns will be initiated by the Logistics Service Provider for all products which are not accepted by its customer for any reason whatsoever. You will ensure that such products are accepted at the location(s) specified by Customer and share the Airway bill number against which the shipment returned to the Customer.
  
- iv. In case of non-acceptance of the RTO shipment by the Customer or in case the Customer is not reachable for RTO shipment, NPPL 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 (fortyfive) business working days from such date. In case of non-acceptance of the products beyond 45 (forty-five) business working days, NPPL has the right to dispose such products and the Customer will forfeit all claims in this regard towards the NPPL also Customer will be required to pay charges for disposing the product, along with all other charges (including demurrage/incidental charges). Further in such a case, NPPL shall inter-alia have the right to: (a) retain the COD Amounts of the defaulting Customer; and/or (b) retain the custody of the shipments of the defaulting Customer which are in the possession of NPPL Logistics Service Provider(s); and/or (c) forfeit the security deposit amount of the defaulting Customer (if any) lying with NPPL.

## **7) REVERSE PICKUP**

i. "Reverse Pickup" means collection of the Customer's shipments by LogisticsService Provider from the consignee's address as specified by the Customer and the delivery of such products at a location mutually agreed between the Parties.

ii. Reverse pick-up requested by the Customer shall be charged same as agreed shipment rate.

iii. The Company and Logistics Service Provider shall not be responsible for verifying the contents of the shipments handed over by its Customer to the Logistics Service Provider. The packaging of the shipments 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 Customer. NPPL and Logistics Service Provider 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 Logistics Service Provider.

iv. It is the responsibility of the Customer that on receipt of the shipment initiated through reverse pickup, share the AWB number on which the Logistics Service Provider has delivered the shipment within 7 days with the Company.

v. Notwithstanding anything contrary contained in this Agreement, the maximum liability of NPPL per shipment will be INR 2000 (Indian Rupees two Thousand) or order value received from Logistics Service Provider whichever is lesser in case of a claim under the reverse pickup (due to any reason including damage, lost, theft, etc.) by the Customer, provided that such claim is raised by the Customer 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 Customer forfeits and waves its rights for such claim. Any claims by the Customer should be submitted within the specified time period along with the copy of the signed shipping manifest.

## **8) LIABILITY FOR "FORWARD DELIVERY"**

i. Notwithstanding anything contrary contained in this Agreement, the maximum liability of NPPL per shipment will be INR 5000 (Indian Rupees Five Thousand) or order value received from Logistics Service Provider whichever is lesser in case of a claim under this Agreement (due to any

reason including damage, lost, theft, etc.) by the Customer, provided that such claim is raised by the Customer 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 Customer forfeits and waves its rights for such claim. Any claims by the Customer should be submitted within the specified time period along with the copy of the signed shipping manifest.

In relation to the above, it is clarified that:

- a) in case of a claim under this Agreement by the User (due to any reason including damage, lost, theft, etc.), NPPL shall only be liable to pay INR 5000 or the product value of the shipment, whichever is less, except in cases where NPPL 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 Logistics Service Provider. In such a case, NPPL shall only be required to arrange the COF from the concerned Logistics Service Provider, and will not be liable to pay any compensation to the Customer;
  - b) in relation to claims for damage 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
  - c) the claim amount already credited to the Customer on account of incorrect status or shipment shall be refunded by the Customer (by way of deduction from the wallet, future COD amounts or otherwise) in case the concerned shipment has been traced and delivered/RTO delivered to the User.
- ii. The Customer agrees that all claims relating to: (i) damage to the shipment must be notified to NPPL in writing within forty-eight (48) hours of the delivery of shipment; and (ii) loss/theft of the shipment must be notified to NPPL in writing within thirty (30) days of the shipment pickup date.
- iii. It is hereby informed and agreed that NPPL and/or its Logistics Service Provider shall not be responsible for any damage to the shipments which include liquid items/products (including but not limited to liquid cosmetic and beauty products).

## **9) Termination**

NPPL services stay active till 10 (ten) days from the date of the last unpaid invoice, the User shall be charged for the period for which the invoice has been raised. The User must request termination before the next billing cycle starts and/or the next invoice, is generated, or the cancellation request does not count. There is no pro-rated refund of remaining service period in the current billing cycle.

The customer can request for termination by an email to [hello@nimbuspost.com](mailto:hello@nimbuspost.com) in with the following information and request of termination:

o name of the User;

o name of the store & Company ID; and

o reason for

o termination.

## **ANNEXURE B**

### **INDICATIVE LIST OF DANGEROUS GOODS:**

- i. Oil-based paint and thinners (flammable liquids)
- ii. Industrial solvents
- iii. Insecticides, garden chemicals (fertilizers, poisons)
- iv. Lithium batteries;
- v. Magnetized materials;
- vi. Machinery (chain saws, outboard engines containing fuel or that have contained fuel) ;
- vii. Fuel for camp stoves, lanterns, torches or heating elements ;
- viii. Automobile batteries;
- ix. Infectious substances;
- x. Any compound, liquid or gas that has toxic characteristics ;
- xi. Bleach;
- xii. Flammable adhesives;
- xiii. Arms and ammunitions (including air guns) ;
- xiv. Dry ice (Carbon Dioxide, Solid);
- xv. Any Aerosols, liquids and/or powders or any other flammable substances classified as Dangerous;
- xvi. Goods for transport by Air;
- xvii. All IATA Restricted Items and Dangerous goods;
- xviii. Commodities banned by Law at any time without prior notice ;
- xix. Precious & Semi-Precious Items (Artificial Jewellery Allowed)

### **Restricted Items:**

- i. Precious stones, gems and jewellery
- ii. Uncrossed (bearer) drafts / cheque, currency and coins;
- iii. Poison

- iv. Firearms, explosives and military equipment.
- v. Hazardous and radioactive material
  
- vi. Foodstuff and liquor
  
- vii. Any pornographic material
  
- viii. Hazardous chemical items
  
- ix. Pregnancy Kit

**Counterfeit or Fraud Products/Shipments::** It is the policy of NPPL to conduct all business activities in compliance with the rules and regulations applicable to the industry and laws of India, with the highest ethical standards. In this regard, NPPL 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).

Accordingly, in the event NPPL believes that any of the customer are shipping (or have shipped) counterfeit or fraud product/shipment (including any counterfeit electronic product, not limited to mobile phones, smart watches and likewise products), would inter alia have the right:

- i. to seize such product/shipment,
  
- ii. to report the incident to the appropriate government authority/police station
  
- iii. to blacklist customer from trading/doing business with NPPL
  
- iv. to levy liquidated damages of upto Rs. 20,000 per counterfeit/fraud shipment and applicable GST amount on said damages, on account of estimated legal expenses which will be spent by NPPL or actual expenses in case the actual amount exceeds the above threshold of Rs.20,000/-
  
- v. to levy liquidated damages of upto Rs. 2,00,000 (and applicable GST amount on said damages) on customer (amount to be decided by NPPL at its sole discretion) on account of causing reputational and goodwill loss to NPPL,
  
- vi. to levy/charge a "security deposit" of an appropriate amount (amount to be decided by NPPL at its sole discretion) from you so as to cover any future losses which NPPL may incur on account of counterfeit/fraud shipment made by Customer
  
- vii. to block/retain the entire COD amount of Customer lying with NPPL/its Logistics Service Provider(s)
  
- viii. to seize all the products of customer lying with NPPL/its Logistics Service Provider(s) and also to dispose such products (without any intimation) after a period of 90 days from the date of seizure; and/or

ix. to forfeit the entire security deposit amount lying with NPPL.

**10) Disputed Shipments/Cases:**

NPPL, in its sole discretion, shall have the right to levy damages/charges (along with the applicable GST amount) on you in relation to shipments/cases which have been disputed by the courier companies, your customers or by any third party (including any governmental authority/department). The amount of said damages/charges shall be decided by NPPL in its sole discretion and may vary from case to case.

**11) Shipping Non-Essential Items in Government Prohibited Areas**

In the event NPPL believes that the Customer are 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 NPPL would inter-alia have the right to levy penalty or liquidated damages on Customer of Rs. 20,000 per shipment (along with applicable GST amount) on account of estimated legal expenses which will be spent by NPPL and for causing of reputational and goodwill loss to NPPL, or the actual damages/losses/expenses in case the actual amount exceeds the above minimum threshold of Rs.20,000/-, as may be determined at the sole discretion of NPPL.