

MERCHANT AGREEMENT

This Merchant Agreement (“Agreement”) is between **RAJ SOLUTIONS**, a company incorporated under the Companies Act, 1956, having its registered office at **F-53, AGRASEN TOWER, CENTRAL SPINE, VIDHYADHAR NAGAR, JAIPUR-302039**, offering ‘Logistics Management Services’, under the name ‘B’ (hereinafter referred to as “RAJ SOLUTIONS” or “we” or “Raj solutions” or “Service Provider” or “First Party”, and you (company/ individual/ firm/ partnership/ body corporate), together with any company or other business entity you are representing, if any (hereinafter collectively referred as “Merchant” or “You” or “User” or “Second party”) together with the User referred jointly as the “Parties” and individually as a “Party”)

Whereas, the word “seller” refers to the business owner booking shipments with the second party.

Whereas, the word “Customer” refers to the consignee/Addressee person.

Whereas, this Agreement comes into effect when you register to use the Services (as defined below), or click on “Continue” box, and accept the terms and conditions provided herein. By registering or clicking on the ‘Continue’ box, you signify your absolute, irrevocable and unconditional consent to all the provisions of this Agreement in its entirety. This Agreement constitutes a legally binding agreement between second party and RAJ SOLUTIONS (Raj solutions).

Whereas, this Agreement defines the terms and conditions under which you’re allowed to use the Raj solutions’s website (“Website”) and Raj solutions’s mobile application (“Mobile App”), and how RAJ SOLUTIONS will treat your account while you are a member.

Whereas, This Agreement, among other things, provides the terms and conditions for use of the Services, primarily through a web-based practice management software hosted and managed remotely through the Website/Mobile App, Raj solutions does not physically attribute to any service provided.

Whereas, 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.

Whereas, the word “seller” refers to the business owner booking shipments with the second party.

Whereas, the word “Customer” refers to the consignee/Addressee person.

This Agreement comes into effect when you register to use the Services (as defined below) or click on the “Continue” box and accept the terms and conditions provided herein. By registering or clicking on the “Continue” box, you signify your absolute, irrevocable, and unconditional consent to all the provisions of this Agreement in its entirety. This Agreement constitutes a legally binding agreement between you and **RAJ SOLUTIONS**.

This Agreement defines the terms and conditions under which you are permitted to use the website (“Website”) and mobile application (“Mobile App”) of RAJ SOLUTIONS, and how RAJ SOLUTIONS will manage your account while you are a registered user. If you have any questions regarding these terms, you may contact us at the official support email provided by RAJ SOLUTIONS.

You are advised to read this Agreement carefully. You expressly represent and warrant that you shall not avail the Services if you do not understand, agree to become a party to, and abide by all the terms and conditions specified herein. Any violation of this Agreement may result in legal liability.

The Website/Mobile App and the online/offline services of RAJ SOLUTIONS or its affiliates provide access to a platform that facilitates a convenient form of e-commerce, enabling you to use logistics services as per your requirements within India and in countries designated by RAJ SOLUTIONS from time to time (“Services”).

This Agreement, among other things, sets forth the terms and conditions governing the use of the Services, primarily through a web-based platform hosted and managed via the Website/Mobile App.

This Agreement is an electronic record in accordance with the provisions of the Information Technology Act, 2000, and is generated by a computer system; therefore, it does not require any physical or digital signatures. This Agreement is published in compliance with Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011, which require the publication of rules, regulations, privacy policy, and terms of use for access to or usage of the website and services.

USER ACCOUNT & OBLIGATIONS

- A.** Merchant shall provide true, accurate, complete and up-to-date information at the time of registration and shall be solely responsible for maintaining the accuracy of such information at all times.
- B.** Merchant shall be solely responsible for maintaining the confidentiality and security of its login credentials, including username and password. Any activity performed through the Merchant’s account shall be deemed to have been performed by the Merchant.
- C.** Sharing, transferring, sublicensing, or allowing unauthorized access to the account or login credentials to any third party is strictly prohibited.
- D.** Merchant agrees that it shall not, directly or indirectly:
 - 1. Use the platform for any unlawful, illegal, fraudulent, or unauthorized purpose;
 - 2. Upload, submit, or transmit any false, misleading, or incorrect information;
 - 3. Misuse, exploit, or attempt to manipulate the platform, system, pricing, or services;
 - 4. Interfere with or disrupt the platform’s operations, servers, or network;
 - 5. Attempt to gain unauthorized access to any part of the platform, other user accounts, or company systems;
 - 6. Use the services in violation of any applicable laws, rules, or regulations.
- E.** In case of any breach of the above obligations, the Company shall have the right to suspend or terminate the Merchant’s account without prior notice, in addition to taking appropriate legal action.

NOW THIS AGREEMENT WITNESS AS UNDER:

1. Scope of Services:

- (i) The Service Provider shall allocate and send (“Delivery Personnel”) to the location(s) mutually agreed with the second party everyday/the requested day to pick up the Consignments from the second party for providing the Delivery Services, as per the delivery schedules agreed between the Parties under this Agreement. The Parties shall mutually increase the number of the Delivery Personnel allocated for any designated collection location in the event, quantities of the Consignments to be picked up increases and if the existing allocation of Delivery Personnel are not sufficient to fulfil the requirement of the second party. A detailed Scope of Work, including reverse pickups is provided in **ANNEXURE 1**.
- (ii) After picking up of such Consignments from the designated locations of the second party, the Service Provider shall deliver such Consignments to the Customers as per the timelines shared and agreed between The Second Party and the Service Provider.
- (iii) Delivery Personnel shall pick up and load the Consignments with reasonable care to prevent the Consignments from being pressed, wrinkled and/or damaged.

2. Term and Termination:

- (i) Term:

The duration of this Agreement is for a period of eleven months commencing from Today (“Effective Date”) i.e. when you electronically agree to this agreement. The Term may be extended for a further period(s) on mutual consent and if the business is in continuation between the Parties.
- (ii) Termination:
 - a) Either Party may terminate this Agreement without cause at any time by providing the other Party prior written notice of Fifteen (15) days.
 - b) Either Party may terminate this Agreement upon written notice to the other in the event that:
 - (i) The other Party commits a material breach of the Agreement and fails to cure such default to the non-defaulting Party’s reasonable satisfaction within thirty (30) days after receipt of notice; or

- (ii) The other Party becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditors' rights or otherwise ceases to conduct business in the normal course.

(iii) **Consequences of Termination:**

- a) The termination of this Agreement (for whatever reason) shall not affect the respective rights and liabilities of the Parties here to accrued prior to such termination.
- b) All clauses of this Agreement including this Clause 2 which are express, or which by implication are, intended to survive the termination of this Agreement shall so survive and continue in full force and effect notwithstanding the termination of this Agreement.
- c) Subject to the terms of this Agreement, in the event of termination, The Second Party shall pay the amount for the Delivery Services availed by it till the effective date of such termination as per the terms of this Agreement.
- d) Wallet amount shall be transferable. After clearance of all disputes, adjustments, and outstanding dues, the remaining wallet balance shall be transferred/refunded immediately upon written request from the Second Party.
- e) Yet, Raj solutions holds the right to hold the wallet amount in case of any fraudulent activity detected by the carrier. This amount may only be used only on the discretion of Raj solutions Management.

3. Representations and Warranties:

Each Party hereby warrants and represents to and for the benefit of the other party that:

- (i) It has full power and capacity to enter into and perform its

obligations under this Agreement and has taken all necessary corporate and other actions to authorize the execution and performance thereof and this Agreement when executed will constitute valid and binding obligations on and against it, in accordance with its terms;

- (ii) It holds, at all times during the term of this Agreement, all licenses and/or consents necessary under all applicable statutes and regulations for it to perform or receive (as applicable) the Services hereunder and will register this Agreement with any appropriate body if required;
- (iii) it is not, at the time of entering into this Agreement, insolvent and knows of no circumstance which would entitle any creditor to appoint a receiver or petition for winding up or bankruptcy (as the case may be) or to exercise any other rights over or against its assets or any event analogous to any of the foregoing under the laws of any applicable jurisdiction;

4. Obligations of The Second Party:

- i. The Second Party shall make sure that the packaging and labelling of the products/consignments are in accordance with the applicable laws, including but not limited to Legal Metrology Act, 2009 and the Legal Metrology (Packaged Commodities) Rules, 2011, read in conjunction with all subsequent amendments.
- ii. The Second Party shall ensure that invoices are enclosed along with the Consignment packages, the invoice, must be in the format/ must have content, as prescribed under the jurisdictional GST Value Added Tax laws and/or Central Sales Tax laws or any other tax as imposed from time to time as deemed fit for the transaction.
- iii. The Second Party shall ensure that the Consignments handed over to the Service Provider are in a tamper proof, safe and proper packing to withstand the normal transportation and environmental hazards and also if the Consignments are in compliance with any other packaging requirements as per applicable laws. The Service Provider shall have the right to check and reject the Consignments, if the Consignments does not have adequate packaging. Notwithstanding anything contained herein, Service Provider shall not be liable or responsible for any loss or damages if The Second Party is not in strict compliance with this clause.

- iv. The Second Party shall notify to Service Provider the delivery schedules for all its operational areas in the territory.
- v. The Second Party shall, at its own expense obtain and maintain insurance policies to have insurance coverage for its Consignments.
- vi. The Second Party shall not book / handover or allow to be handed over any products which are banned, restricted, illegal, prohibited, stolen, infringing of any third party rights, hazardous or dangerous or in breach of any tax laws or any substance that violates any particular State Laws contains any cash, jewellery (excluding artificial jewellery made of semi-precious stones), gold, silver, diamond, platinum, precious metals, precious stones, currency, bullion, letters and financial and security instruments and Service Provider shall not be liable for the Delivery of any such products. Without prejudice to the generality of the aforesaid, an indicative list of the banned or prohibited products is given in ANNEXURE 2. In the event The Second Party hands over or provides the aforesaid products to the Service Provider then the Service Provider shall not be responsible and liable for any loss, damage, theft or misappropriation of such products even if Service Provider or Delivery Personnel has the knowledge of the same and even if such loss, damage, theft or misappropriation is caused due to any reason attributable to Service Provider or Delivery Personnel.
- vii. Contact details of Seller to be printed mandatorily on the shipping label. Additionally, customer support number of The Second Party, to be included in the shipping label –for the customer to reach out in case of product related disputes.
- viii. Two Customer Support numbers of The Second Party to be provided to the Service Provider, which should be accessible during Business Hours. In case of any product quality/refund related issues, Service provider/customer should be able to reach the helpline to immediately sort the issue out. Resolution needs to be necessarily provided within 4-6 hours.
- ix. The Second Party is solely liable for the products received at customer end. Service Provider is not liable for the product received by customer and should not be held responsible for issues like Product Mismatch, Fake product, Incomplete product etc. All fake products complaints 5 Complaints in a month from consignee or Any other statutory complaint) will ensure complete forfeit of COD amount & wallet recharge available in the system.

- x. That the Second Party will make sure to Check/Scan/X-Ray the shipment booked by the Seller Prior sending it to Service Provider and in Case any Illicit Material as included but not limited to Annexure 2 to this Agreement will be the Sole responsibility, Peril of the Second Party.
- xi. In case of repeated product issues, The Second Party shall immediately de-board the seller on the recommendation of Service Provider.
- xii. In case of shipments getting offloaded by Directorate General of Civil Aviation on account of Dangerous Goods, a penalty shall be levied upon The Second Party.
- xiii. In case Service Provider employees from Pickup/Delivery Hub are held at police stations, due to product related disputes shipped by Sellers, The Second Party will coordinate and support in resolving the issue within 12 hours from the incident report time to The Second Party. Penalty of INR 5000 may be levied on The Second Party on each month, for every 4 such instances within a calendar month.

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5. Obligations of Service Provider:

- (i) The Service Provider agrees that in the event any Consignment for delivery is marked as 'Cash on Delivery' (COD), it shall collect the invoice value of the Consignment against delivery of the Consignment to the Customer by cash or card through POS devices in favor of The Second Party ("Customer Payment"), which shall be remitted to The Second Party as per the remittance cycle. The Service Provider agrees that for the delivery of the Consignments indicated as COD, the Consignments will be delivered to the Customer only on receipt of the Customer Payment.
- (ii) The Service Provider shall from time to time provide The Second Party the list of pin codes of the areas lying within the Territory where Service Provider shall make the delivery of the Consignments. This

list shall be updated by the Service Provider as and when new service areas are added to the coverage under the scope of this Agreement.

- (iii) The Service Provider shall on real time basis provide uninterrupted interface for tracking Consignment information such that any and all requisite information is spontaneously available to The Second Party to satisfy Customers' queries with respect to delivery of Consignments.
- (iv) The Service Provider shall comply with all applicable laws in relation to the Delivery Services.

6. Fees and Payment Terms:

- (i) In consideration for the Services provided by the Service Provider under this Agreement, The Second Party shall pay Service Provider the service fee as detailed in Website of the First Party ("Service Fees"), which shall be inclusive of all applicable statutory payments, taxes, duties etc. Either present or future. The Second Party shall be entitled to with hold or deduct any taxes in accordance with Applicable Laws, if any.
- (ii) Service Provider shall raise an invoice on the Second Party by the Next month for the confirmed and duly acknowledged Delivery Services rendered during the previous month and the Second Party shall pay the same within 5 days of receipt of invoice.
- (iii) The Second Party shall pay the invoice value, in favor of the Service Provider, within 5 days from the date of receipt of invoice, every month.
- (iv) The Second Party shall not withhold the payment of Service Fee for any reason whatsoever including dispute with regard to the Delivery Services. The Parties agree that, in the event of any delay in the payment of Service Fees, Service Provider shall levy interest at the rate of 18% per annum or part thereof. Discrepancy can be raised within 3 days of receiving the invoice copy (Soft or hard whichever is received Earlier)
- (v) For all payments made by either Party under this Agreement, the following clauses on Taxes shall be applicable:

- a. All amounts due under this Agreement exclude any applicable indirect taxes including Central Goods and Services Tax, State Goods and Services Tax, Integrated Goods and Services Tax. Such amounts (including but not limited to service fee, damages, interest payments on overdue amounts) shall be charged additionally to The Second Party and The Second Party shall be required to pay such amounts.
- b. Each party shall be required to indemnify and hold harmless the other party, its promoters, officers, directors, employees, affiliates, agents, sub-contractors and other representatives from any losses, claims, demands, liabilities, suits, proceedings, penalties, costs or expenses of any kind (including, attorneys' fees and expenses) on account of violation of applicable indirect tax laws.

7. Wallet Deductions & Validity:

- (i) Raj solutions reserves the right to deduct amount on picked up basis from the recharge amount.
- (ii) Raj solutions reserves the right to deduct discrepancy amount from the wallet w.r.t charges of overweight , RTO and Other Charges.
- (iii) Complete disclosure will be given by Raj solutions to Merchant regarding the recharges, expense on per shipment along with the available balance.
- (iv) Any outstanding other than initial freight deduction will be auto adjusted from wallet amount within 7 days of sharing monthly invoice by Raj solutions.

8. Intellectual Property Rights

Each Party hereby acknowledges that all rights including all Intellectual Property Rights in the Intellectual Property of the Parties, and any data and/or material provided by one Party ("Providing Party") to the other Party shall remain the property of such Providing Party. Except as set forth in this Agreement, the recipient Party shall not have any right or title to any Intellectual Property Rights attached to such Intellectual Property belonging to the Providing Party and the recipient Party shall not claim any such rights or title.

- (i) Service Provider hereby grants The Second Party a non-exclusive, royalty-free, limited and non-transferable license to use, logo as available on the website for the purpose of provision of the Services as an advertisement material on its website in the manner as contemplated under this Agreement only with a prior consent of the Service Provider from time to time.

9. Confidentiality:

- (i) The Second Party agrees that any confidential information provided by the service provider to the The receiving/ Second party ("Recipient") shall keep in strict confidence and shall not, without the prior written consent of the disclosing/First Party (the "Discloser"), use for a purpose other than for the purpose of this Agreement or disclose to any third party any information relating to this Agreement and its terms including but not limited to any information related to Discloser's business howsoever acquired, directly or indirectly, trade secrets, the information or data received from Discloser or any other data pertaining to Discloser that may come into Recipient's possession in any form during the course of performance of the Services including information having commercial value, any intellectual property of Discloser including but not limited to the use of any name, trademarks of Discloser and other information of a confidential nature acquired in the course of dealings between the parties under this Agreement ("Confidential Information Upon expiration or early termination of this Agreement, the Recipient shall promptly return to Discloser all materials, in tangible form, containing the Confidential Information, including all copies thereof and the Recipient shall destroy or erase any information maintained by the Recipient by electronic means.
- (ii) The above provisions of confidentiality shall not apply to Confidential Information that (i) is at the date hereof, or hereafter becomes, public knowledge through no fault of the Recipient; or (ii) is known to Recipient at the time of disclosure to Recipient by Discloser as evidenced by written records of Recipient, or (iii) has been rightfully received by Recipient from a third Party who is authorized to make such disclosure or (iv) has been independently developed by the Recipient without the use of or access to any information or data of the Discloser.

- (iii) Confidential Information may be disclosed by the Recipient to any governmental or other statutory or regulatory body pursuant to any applicable or relevant law or regulations only to the extent necessary for the purposes contemplated by this Agreement, or as is required by law, and subject in each case to the Recipient using its best endeavors to ensure that the person in question keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.

10. Indemnity:

The Second Party shall indemnify the Service Provider and its Affiliates, directors, representatives and employees against any and all damages, losses, fines, proceedings, actions, suits, fees, costs (including reasonable attorney's fee) or other claims arising out of, or related in any way to, any of its acts or omissions, whether committed by it, its employees, agents or representatives arising out of gross negligence, fraud or willful misconduct of The Second Party, violation of applicable laws, breach of any confidentiality obligations, infringement of intellectual property rights.

The Second Party shall keep Service Provider indemnified in whole against all and any non-compliances relating to non-payment of all duties, taxes, cess, clearance charges and any other charges/ levy by whatsoever name called, levied on the Consignments. The Second Party shall keep Service Provider indemnified against any direct or indirect loss, damage, costs, expenses arising out of any action or any Criminal/ Civil proceedings initiated by any statutory authority on account of any act/omissions on its part.

Service Provider agrees to immediately notify The Second Party in writing of any third-party claim in any suit, pleading, demand letter, or other notice served on The Second Party; and agrees to co-operate in a reasonable manner with The Second Party and at the expense of The Second Party, with respect to the defense and disposition of such claim. The Second Party shall have control of the defense or settlement; provided, however, that The Second Party shall not enter into any settlement that obligates the Service Provider to take any action or incur any expense without the Service Provider's prior written consent, and further provided that the Service Provider shall have the right to be represented by independent counsel of its own choice, at the expense of second party, in connection with such claim or suit. In the event if The Second Party fails to defend such suit or claim, then the Service Provider, through the counsel of its own choice, shall, at the expense of the Indemnifying Party, shall have the right to conduct the defense of such claim.

11. Limitation of Liability:

In no event or under any circumstance shall Service Provider be liable to The Second Party or to any person claiming under or through it in contract, tort or otherwise for indirect, special, incidental, exemplary, punitive, or consequential damages of any kind whatsoever even if advised of the possibility of such damages. Notwithstanding anything contrary contained elsewhere in the Agreement, the total cumulative liability of Service Provider to The Second Party or to any person claiming under or through it shall not exceed INR 1000/- (Rupees One Thousand only) or the Invoice value of the Product whichever is less.

As pickup and successful delivery is the essence of service therefore, the service provider shall hold no liability to any loss/damages/penalties incurred on second party, in case the shipment of second party is not picked up by courier partner for any reason whatsoever.

Shipment shall be considered to be lost when the Service Provider is unable to Deliver the Shipment to The Customer within a period of 60 (Sixty) days) from date of handover to Service Provider in case of forward or date of pickup from customer in case of reverse shipments, including but not limited to cases where such delay is caused due to the Shipment being found untraceable, stolen, seized, hijacked, damaged, altered, or tampered with in any manner while under the custody of the Service Provider, other than when such delay is caused due to an Event of Force Majeure, or acts of government officials in discharge of their official duties. In the event any consignment is unclaimed/undelivered beyond the stipulated 30 days from the date of handover, the Service Provider shall be entitled to dispose of/liquidate such consignment in the manner as it deems fit at its sole discretion without any liability or responsibility to The Second Party or its seller(s) whatsoever.

- (i) Both parties agree and understands, in cases where The Second Party, their sellers or customer reject the Product or fails to take delivery of the Products as prescribed in the Agreement and if Second party have not made payments and dues as provided. Then Second Party hereby provide absolute right and liberty to the service provider,
 - (a) To dispose of the products by way of sale or transfer title of the Products to any third parties or otherwise as may be reasonable to those Product

12. Compliance with Laws:

Either Party hereby agrees that it shall comply with all applicable local laws, ordinances and codes including but not limited to State Goods & Services tax, Central Goods & services Tax Value Added Tax laws, Central Sales Taxes, Entry tax laws, Municipal and such other laws 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.

13. Relationship:

Except as contemplated in this Agreement each Party shall be deemed to be an independent contractor. This Agreement shall not constitute either Party as the agent, employee, partner or legal representative of the other Party for any purpose whatsoever. Neither Party is granted any express or implied right or authority to assume or to create any obligation or responsibility on behalf of or in the name of the other Party or to bind the same in any manner whatsoever.

14. Governing Law and Jurisdiction:

This Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties here to shall be governed by the laws of Rajasthan and shall be subject to the sole and exclusive jurisdiction of courts of Jaipur and High Court of Jaipur at Rajasthan. This Agreement is executed in English language which shall prevail over any translation thereof.

15. Assignment:

This Agreement cannot be assigned, delegated, sold or transferred, whether by operation of law or otherwise, by either party (other than to subsidiary of such party), without the prior written consent of the other party, and any attempted delegation or transfer of rights, duties or obligations under this Agreement without such written consent shall be void and of no effect.

16. Notice:

Any notice, approval, consent or other communication required or permitted under this Agreement shall be in writing, in English language, and shall be deemed to be validly given and effectively served upon when (1) delivered personally, (2) mailed by registered or certified mail as provided by the parties, or (3) transmitted by facsimile or a copy sent by Registered Indian Post or courier service to the parties at the addresses provided. Either party may change its address by giving written notice thereof to the other party. Notice given by a party's Counsel/Advocate shall be considered notice given by that party.

17. Severability:

In the event that any provision of this Agreement shall be deemed by any court having jurisdiction thereon to be illegal, invalid or unenforceable, it shall in no way affect or prejudice the legality, validity or enforceability of any other term or condition of this Agreement. If any provision of this Agreement shall be deemed by such court to be unenforceable because such provision is too broad in scope, such provision shall be construed to be limited in scope to the extent such shall deem necessary to make it enforceable, and if any provision shall be deemed inapplicable by any such court to any person or circumstances, it shall nevertheless be construed to apply to all other persons and circumstances. Freight Charges will be charged or deducted as per the Zone matrix available at Raj solutions Panel. Raj solutions reserves the right to amend zone as per the serviceability at any time.

18. 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 on mutual consent by both the Parties.
- (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.

19. Entire Agreement:

This Agreement together with all Recitals, Annexures, (Standard Operating Procedures which are updated/amended time to time) 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.

20. Counterfeit or Fraud Products, Illicit/ Restricted Shipments:

It is the policy of RAJ SOLUTIONS 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, RAJ SOLUTIONS 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 RAJ SOLUTIONS believes that you or any of your customer are shipping/selling (or have shipped) counterfeit or fraud product/shipment (including any counterfeit electronic product, not limited to mobile phones, smart watches and likewise products), RAJ SOLUTIONS 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 you/your customer from trading/doing business with RAJ SOLUTIONS
- (iv) to levy liquidated damages of up-to Rs.50,00,000/-per counterfeit/fraud / Restricted shipment (amount and counterfeit/fraud shipment to be decided by RAJ SOLUTIONS at its sole discretion) and applicable GST amount, on account of estimated legal expenses which will be spent by RAJ SOLUTIONS or actual expenses in case the actual amount exceeds the above threshold of Rs.50,00,000/-,
- (v) Further to levy liquidated damages of up-to Rs. 1,00,000 (and applicable GST amount) on you/your customer (amount to be decided by RAJ SOLUTIONS at its sole discretion) on account of causing reputational and goodwill loss to RAJ SOLUTIONS,
- (vi) to levy/charge a “security deposit” of an appropriate amount (amount to be decided by RAJ SOLUTIONS at its sole discretion) from you so as to cover any future losses which RAJ SOLUTIONS may incur on account of counterfeit/fraud shipment made by you,
- (vii) to block/retain the entire COD amount of yours/your customer lying with RAJ SOLUTIONS/ its courier partner,
- (viii) to seize all the products of yours/your customer lying with RAJ SOLUTIONS/its courier partner and also to dispose such products (without any intimation to you) after a period of 20 days from the date of seizure; and/or
- (ix) to forfeit the entire security deposit amount lying with RAJ SOLUTIONS.

ANNEXURE 1

Scope of Work

Forward services–

- 1) Raj solutions Service provider shall make 3 delivery attempts and shall update unsuccessful attempt through API updates. The Second Party shall provide alternate instructions for further attempt if any to service provider within 24 hours of unsuccessful attempt made. If a customer rejects the order in the first attempt, no further attempt will be made. In case The Second Party convinces the consumer to accept the shipment, instruction will be provided to Service provider, and the shipment shall be reattempted for delivery while the total number of attempts is less than or equal to three. This order can be included in the NDR and post The Second Party confirmation can be RTO back.

For undelivered orders apart from customer reject (call not responding/ not available at location), at least three attempts have to be made. The Second Party can reschedule the attempts to delivery, basis input from customer, up to maximum of 2 times.

- 2) The Raj solutions service provider will attempt to pick-up shipments 3 times, beyond which if the same has not been handed over, the shipment will be marked as 'Pickup cancelled'.
- 3) Proof of Delivery – Proof of delivery will be available and be shared in case of disputes, if raised within 48 hours of delivery to customer/seller.
- 4) The Raj solutions service provider will not deliver to the end customer in case the shipment packaging is found to be tampered with or if damaged in transit. The customer has the right to reject the shipment if the outer packaging is found tampered with or damaged. However, once the shipment has been handed over to the customer, the service provider will not be liable for any dispute claim.
- 5) The User agrees that the shipments shall be picked up by Raj solutions's logistics partner from the Users' locations as communicated to Raj solutions at the time of your signup.
- 6) Raj solutions reserves the right to provide web based(online)tracking solutions for all shipments through its logistics partners.

User shall be ready with the packed order when the courier person comes to receive the shipment, all pick-ups should be logged before the cut off time as directed by the customer support team of Raj solutions, and no pick up beyond the cut-off time of the logistics partner shall be possible. User agrees that they shall contact the Courier Company personnel for the pickup arrangements.

- 7) User shall collect receipt(s) of the signed copy of the shipping manifest; it is the proof of handover of shipment to the courier companies.
- 8) User shall agree that the Service is only for locations already registered on User's user panel i.e. the orders will be picked by the courier companies from only such locations which have been registered by the User
- 9) The Second Party agree that volumetric weight will be charged on $\frac{L \times B \times H}{5000}$ in Air & $\frac{L \times B \times H}{4500}$ in surface. Freight is calculated on the basis of volumetric weight or actual weight whichever is higher. Dead/Actual or volumetric weight whichever is higher should be taken while calculating the Freights.
- 10) In case the COD amount which is already remitted to the User due to wrong status (delivered) updated by courier partner, the same amount shall be deducted from future COD payments. Further, it can be deducted from existing COD amount and from Wallet as well.

ANNEXURE 2

RESTRICTED/ILLICIT ITEMS	
• Live or dead animals	• Drugs/Tobacco/Alcohol/Betel Nut Products
• Illegal narcotic substances	• Firearms (including parts) and Ammunition
• Fake/dummy/game/toy weapons, paint ball (Including Archery and Shooting Games)	• Guns, BB guns, antique weapons, swords, knives etc.
• Items that could be used as weapons, decorative swords, kitchen knives etc.	• Human remains (including ashes)
• Furs and skins (untreated)	• Indecent goods & pornography
• Any noxious substance	• Plants/Seeds
• Bullion	• Cash or Currency
• Payment cards, traveller cheques, etc. (Cards having magnetic strips or chips)	• Jewellery
• Precious metals & stones	• Works of Art
• Antiques	• Items of a fragile nature
• Packages that are wet, leaking or emit any liquid which can damage other shipments	• Foodstuff & Perishable goods
• Any inadequately packaged item	• Corrosive Materials (Acid, Bases & Chemicals in Any Form)
• Glue & Adhesive products (containing flammable liquid or quick drying)	• Aerosol cans (e.g. Hair spray, Deodorants, Insecticides, Pesticides-Domestic or industrial)
• Alarm devices (gas or battery powered)	• Appliances & Electronic Items (containing batteries)
• Asbestos	• Batteries (contained in any appliance, made of lithium or Dry/Wet cell & battery fluids)
• Blasting caps	• Bleach
• Vehicular Fluids (Brake fluid, Engine Oil, Fuel, Lubricants, etc)	• Fire lighter & Flint Lighters & Cigarette lighters
• Firearms	• Fireworks (e.g. Skyrockets, sparklers, crackers)

• Flammable liquids and flammable solids (e.g. Perfume, etc)	• Gas (e.g. Propane, butane, hydrogen, helium, camping gas, cylinder full or empty)
• Camphor	• Disinfectants
• Dyes	• Essential oils (e.g. Eucalyptus, tea tree)
• Varnish (e.g. Removers, thinners, paints)	• Fertilizers
• Fire extinguishers	• Opium Derivative Drugs (Codeine, Morphine, Heroin, Oxycodone, Etc)
• Any item whose carriage is prohibited by any law, statute or regulations of the state/country of origin or destination, or of any state/country through which the shipment may transit.	• Radioactive Material
• Counterfeit goods or fake items	• Marble items, Ceramic items
• Sedative medicine	