

MASTER MERCHANT SHIPPING & LOGISTICS SERVICES AGREEMENT

Electronic Record • Click-Wrap Agreement • Validated under Information Technology Act, 2000

LEGAL NOTICE (ELECTRONIC CONTRACT): This document is an electronic record published in accordance with Rule 3(1) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 and the Information Technology Act, 2000. By clicking “I AGREE”, “ACCEPT & CONTINUE”, registering an account, or dispatching parcels via the ShipKia dashboard/APIs, you (hereinafter referred to as the “Merchant” / “User”) unconditionally agree to be bound by all terms herein executed with **Buopso Private Limited** (operating the brand “ShipKia”, hereinafter referred to as the “Platform” / “Company”).

1. ELECTRONIC EXECUTION & CONSENT TO DIGITAL CONTRACT

1.1. Click-Wrap Validity: In terms of Section 10A of the Information Technology Act, 2000, contracts formed through electronic means and affirmative acts (including clicking an “I Agree” button) are legally valid, binding, and enforceable in courts of law.

1.2. Audit Trail & Metadata Proof: ShipKia logs the Merchant’s affirmative acceptance via metadata, including registered User ID, IP address, timestamp, device identifier, and registered email address, which shall serve as conclusive evidentiary proof of execution.

2. PLATFORM NATURE, INTERMEDIARY ROLE & “SAID TO CONTAIN” BASIS

2.1. Intermediary Status: ShipKia operates strictly as a technology intermediary under Section 79 of the Information Technology Act, 2000, facilitating logistics aggregation. Actual transit and last-mile deliveries are carried out solely by independent Third-Party Logistics Partners (“3PL Partners”).

2.2. Bailee Status & No Insurer Liability: ShipKia and its 3PL partners act strictly as bailees and not as insurers or common carriers under the Carriage by Road Act, 2007. All consignments are accepted strictly on a “SAID TO CONTAIN” (STC) basis without any duty or expectation to inspect contents, merchantability, or value.

3. PRODUCT LEGITIMACY, IP PROTECTION & LIQUIDATED DAMAGES SCHEDULE

3.1. Authenticity Warranty & Brand Impersonation: The Merchant warrants that all goods dispatched are genuine, authorized, and non-infringing. Selling, misrepresenting, or shipping counterfeit items, replicas, brand knockoffs, or goods under another registered entity’s brand name without explicit written license is strictly prohibited.

3.2. Indefinite COD Freeze & Court Order Prerequisite: If ShipKia receives any notice, cease-and-desist, trademark/copyright infringement complaint, consumer fraud notification, police notice, or regulatory inquiry from a brand owner, registered entity, or statutory authority regarding parcels shipped by the Merchant:

- ShipKia shall have the absolute right to **immediately freeze and withhold 100% of the Merchant’s accumulated and upcoming COD remittances** and wallet balances;
- Withheld funds shall remain locked in an escrow account and shall NOT be released under any circumstances until the Merchant produces a **certified copy of a final, non-appealable Judgment or Order from a Competent Indian Court of Law** explicitly directing their release;
- ShipKia may terminate the account, cancel pending manifests, and share all KYC, billing, and dispatch records with the authorities or complaining brand owner.

3.3. Specific Liquidated Damages Schedule: The Merchant agrees that breaches involving fraudulent or unauthorized shipments cause severe reputational and legal harm, entitling ShipKia to debit liquidated damages directly from the Merchant’s ledger/COD:

- **Counterfeit / Fraudulent Shipments:** Up to ₹10,000/- per shipment towards estimated legal/investigative costs plus up to ₹1,00,000/- per incident for loss of goodwill and platform reputation;
- **System & Weight Abuse:** ₹1,00,000/- for creating duplicate accounts or engaging in intentional systemic weight under-reporting;
- **Offline AWB & Docket Bypass:** ₹1,000/- per physical docket moved outside the automated panel, and up to ₹10,000/- for shipping multi-packets under a single AWB without MPS activation;
- **Government Prohibited / Red Zone Dispatch:** ₹10,000/- per shipment for dispatching non-essential goods into government-declared containment/curfew zones.

4. PACKAGING STANDARDS, BRANDED TAPES & TRANSIT BREAKAGE DISCLAIMER

4.1. Mandatory Packaging & Branded Tape: The Merchant must pack consignments in heavy-duty multi-ply corrugated boxes with adequate inner cushioning. Merchants are strictly required to seal all packages with **custom branded/engraved tamper-evident tape**. If generic transparent/brown tape is used, ShipKia and 3PL partners disclaim all liability for pilferage, tampering, or shortages.

4.2. Inner Breakage & Liquid Disclaimer: No claims shall be entertained for internal breakage, denting, liquid spillage, or melting if the outer package is delivered intact. Fragile or liquid items without specialized protection are carried strictly at the Merchant’s risk.

5. MANDATORY EVIDENCE STANDARDS: MANIFESTS, CLAIMS & POD RULES

5.1. Mandatory Signed Manifest Proof: Any claim for non-connectivity, lost parcels, or pickup disputes **must be accompanied by a physical manifest sheet signed and stamped by the courier pickup rider within 3 calendar days of pickup**. In the absence of a valid signed manifest, claims are summarily rejected.

5.2. Strict Claim Windows & Negative POD Remarks:

- **Damage / Pilferage / Tamper / Fake Delivery:** Must be reported within **48 hours** of delivery/RTO receipt with continuous 360-degree unboxing video proof. Crucially, the consignee **must record explicit negative remarks on the physical/digital POD copy** upon delivery; claims without negative POD remarks are invalid;
- **POD Request Window:** Proof of Delivery requests must be raised within **72 hours** of delivery/RTO;
- **Lost Consignments:** Written notice must be lodged within **30 calendar days** of pickup.

5.3. Buyer Snatching Disclaimer: ShipKia is not responsible for any loss or unpaid COD amounts resulting from end-buyers forcibly snatching parcels from delivery riders. The Merchant shall bear full responsibility to resolve such criminal incidents and initiate police actions independently.

6. REVERSE LOGISTICS (RVP): CLOSED-BOX VS. OPEN-BOX QC PICKUPS

6.1. Closed-Box Reverse Pickups: ShipKia and 3PL partners accept closed-box return packages without opening or verifying the contents. Neither ShipKia nor the courier partner shall be liable for discrepancies in item condition, quality, or incorrect product returns by the end-buyer.

6.2. Quality Check (QC) Pickups: In cases where specialized Quality Check (QC) / Open-Box reverse pickups are enabled, the courier rider performs visual verification solely against superficial parameters (e.g., brand, outer tags, intact seal) agreed in standard operating procedures.

7. ACCOUNT MODELS, ROLLING CREDIT & INVOICING RULES

7.1. Prepaid & Rolling Credit Postpaid Accounts: Services operate on a prepaid recharge model or, upon approval, a secured postpaid rolling credit limit. ShipKia reserves the right to adjust drawn credit limits directly from upcoming COD remittances.

7.2. Negative Wallet, Right of Set-Off & 18% Interest: In the event of a negative balance, ShipKia may pause manifest creation, exercise a general contractual lien under Section 171 of the Indian Contract Act, and set off outstanding amounts from upcoming COD remittances. Negative balances unpaid beyond 14 days attract interest at **18% per annum** plus legal recovery costs.

7.3. 30-Day Auto-Adjustment from COD: ShipKia reserves the right to automatically adjust and deduct any pending freight invoices outstanding for more than thirty (30) days directly from the Merchant's available COD remittances without requiring separate consent.

7.4. Wallet Refund Surcharge & 3-Year Expiry: Inactive wallet credit balances with no booking activity for **three (3) continuous years** shall be permanently forfeited.

8. WEIGHT CALCULATION & DISCREPANCY DISPUTE RESOLUTION

8.1. Charged Weight: Freight is billed on the higher of Dead Weight or Volumetric Weight based on the courier partner's specific divisor: Standard Air / Surface: $(L \times W \times H) / 5000$ • Specialized Surface: $(L \times W \times H) / 4500$ • Cross-Border Express: $(L \times W \times H) / 6000$.

8.2. Auto-Acceptance Window: Weight differences reported by couriers are auto-debited. The Merchant has **seven (7) calendar days** to dispute the discrepancy on the dashboard with photographic scale proof. Uncontested weight updates after 7 days are deemed irreversibly accepted.

9. CASH ON DELIVERY (COD) REMITTANCE & 365-DAY FORFEITURE

9.1. Remittance Cycle & Handling Fee: ShipKia remits net collected COD amounts to the Merchant's verified bank account based on the agreed cycle (e.g., T+2 to T+4 working days post delivery confirmation), less applicable COD handling fees and GST.

9.2. 24-Hour Buyer Dispute SLA: The Merchant must resolve customer complaints/disputes within 24 hours of notification, failing which ShipKia may hold COD remittances until resolved.

9.3. 365-Day Unclaimed COD Forfeiture: If COD funds cannot be remitted within 365 calendar days due to reasons unattributable to ShipKia (such as invalid bank details, unresponsiveness, or suspended KYC), the Merchant irrevocably waives all claims and the funds shall be permanently forfeited.

10. NDR, RTO & ABANDONED GOODS LIQUIDATION

10.1. Delivery Attempts & RTO Liability: Couriers make up to three (3) delivery attempts. RTO orders incur 100% of both forward and return freight charges.

10.2. Abandoned RTO Liquidation: If an RTO parcel is returned to the hub and the Merchant refuses delivery, provides an invalid address, or fails to collect it within **thirty (30) days** (or 10 days post first RTO failure), ShipKia reserves the right to auction, liquidate, or destroy the goods to recover handling/storage dues.

11. CROSS-BORDER & INTERNATIONAL SHIPMENTS

11.1. No Return-to-Origin (No RTO) & Zero COD: Cross-border international shipments carry no Cash on Delivery facility and have no provision for Return to Origin (RTO). Undeliverable or customs-rejected international shipments will be destroyed or liquidated at the destination hub at the Merchant's sole expense.

11.2. Terminal Electronic Status & Mailbox Deliveries: The final electronic scan shared by the international carrier serves as conclusive Proof of Delivery (POD). Deliveries completed via open porch, doorstep, or mailbox per destination carrier standards are classified as fully delivered.

12. GST, E-WAY BILL OBLIGATIONS & TAX INDEMNITY

The Merchant is solely responsible for generating valid Tax Invoices, proper HSN codes, and mandatory **E-Way Bills** (for consignments $\geq$ ₹50,000 or applicable state thresholds). The Merchant indemnifies ShipKia against 100% of tax penalties, confiscations, entry taxes, or flying squad fines resulting from defective documentation.

13. BANNED, RESTRICTED & HAZMAT ITEMS

The Merchant strictly warrants that consignments contain no prohibited or dangerous goods under the Aircraft Act, Explosives Act, Arms Act, NDPS Act, or Wildlife Protection Act. Prohibited items include:

Category	Prohibited / Restricted Items
Hazardous & Flammable	Explosives, firearms, fireworks, flammable liquids/gases, corrosive chemicals, radioactive substances.
Controlled & Illegal	Narcotics, psychotropic substances, contraband, unregulated pharmaceutical formulations.
Valuables & Financial	Currency notes, bearer negotiable instruments, precious metals/stones (except under insured declaration).
Wildlife & Antiques	Animal skins, horns, tusks (Wildlife Protection Act, 1972), unregistered antiquities (Antiquities Act, 1972).

14. TIERED LIABILITY CAPS & CERTIFICATE OF FACTS (COF) SETTLEMENT

14.1. Tiered Liability Caps: ShipKia's maximum liability per shipment is capped as follows:

- **Forward Transit:** Up to ₹2,500/- or order value (whichever is lower);
- **Reverse Pickup (RVP) Transit:** Up to ₹2,000/- or 50% of order value (whichever is lower);
- **RTO Return Transit:** Up to ₹2,500/- or 40% of order value (whichever is lower).

14.2. Certificate of Facts (COF) Option: For high-value lost/damaged shipments, upon merchant request within 7 days, ShipKia's sole obligation shall be to procure a Certificate of Facts (COF) from the 3PL carrier to enable the Merchant's direct insurance claim, in lieu of direct financial compensation.

14.3. Claim Settlement via Wallet Credit: Where a claim is determined by ShipKia, in its sole discretion, to be valid and payable in accordance with the tiered liability caps set out in Clause 14.1, the approved claim amount shall be credited to the Merchant's ShipKia wallet balance as recharge credit, to be utilised solely towards future freight charges and other amounts payable under this Agreement. Such credited amount shall not be eligible for cash withdrawal, bank transfer, or adjustment against COD remittances, and shall be subject to the wallet credit expiry provisions set out in Clause 7.4. ShipKia shall notify the Merchant of the credited amount and the corresponding claim reference on the Merchant's dashboard.

15. FORCE MAJEURE & TURNAROUND TIME (TAT) DISCLAIMER

Dashboard TATs are non-binding estimates. Neither party is liable for transit disruptions resulting from acts of God, extreme weather, floods, earthquakes, riots, strikes, civil unrest, regional blockades, server outages, or governmental restrictions.

16. 36-MONTH 3PL NON-SOLICITATION COVENANT & RESELLER PROHIBITION

16.1. Non-Solicitation: The Merchant covenants that during the term of this Agreement and for a period of **thirty-six (36) months thereafter**, it shall not directly or indirectly solicit, induce, or contract with any 3PL logistics partner, vendor, or account manager introduced via ShipKia.

16.2. Reseller Prohibition: The Merchant shall not use ShipKia services as an unauthorized freight broker, over-the-counter (OTC) reseller, or franchise of courier partners (including Blue Dart, Delhivery, etc.).

17. DATA PROTECTION & STATUTORY GRIEVANCE REDRESSAL

17.1. DPDP Act Compliance: Consignee PII is processed solely as a Data Processor under the Digital Personal Data Protection Act.

17.2. Grievance Officer (IT Rules, 2021): Compliance Legal Officer • Buopso Private Limited (ShipKia Logistics) • Email: grievance@shipkia.com • Support: support@shipkia.com • Acknowledgment within 24 hours, resolution within 15 days.

18. DISPUTE RESOLUTION, 90-DAY LIMITATION & RULE OF CONSTRUCTION

18.1. Governing Law & Arbitration: Governed by Indian law. Disputes resolved by a Sole Arbitrator in New Delhi / Gurugram under the Arbitration and Conciliation Act, 1996. Exclusive court jurisdiction: Gurugram / New Delhi.

18.2. 90-Day Limitation Period: Any legal claim or arbitration against ShipKia must be instituted within **ninety (90) calendar days** of the cause of action, failing which it is permanently waived.

18.3. Exclusion of Contra Proferentem: This Agreement shall be construed fairly according to its terms and without any presumption or rule of construction against the drafting party.

18.4. Severability: Unenforceability of any single clause shall not affect the remaining agreement.