

## SHIPMENT AGGREGATION SERVICES AGREEMENT

Shipway Technology Private Limited (“**Shipway**”) provides Services to the Users (“you”) through our Site and the Shipway Platform. In addition to the terms of this Shipping Aggregation Services Agreement (“**SASA**”), the provision of Services is subject to the Terms of Service] (“**ToS**”), Policies , Pricing and Billing Policies [hyperlink] , Data Processing Agreement (“**DPA**”) [hyperlink] and other policies as specifically mentioned in this SASA (collectively, the “**Policies**”), all of which are incorporated herein by reference (collectively, the “**Agreement**”). If there is any conflict between the TOS and the Policies, the TOS will take precedence. If you have executed a separate working agreement (“**Working Agreement**”) with Shipway, the Services will be governed by the Agreement, except as modified by the terms of such Working Agreement.

BY REGISTERING FOR AN ACCOUNT OR ACCEPTING THESE TERMS ONLINE OR BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, ACCEPTED AND AGREED TO, AND HAVE THE LEGAL CAPACITY AND AUTHORITY TO AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE THE SERVICES OR THE SHIPWAY PLATFORM.

Please note that Shipway reserves the right to update/ amend these ToS, SOPs, Policies or the DPA included by reference at any time and at its sole discretion, therefore You may periodically review the panel and the website to see the updates or revised terms. The revised terms will be effective as of the time it is posted but will not apply retroactively. Your continued use of the Services constitutes your acceptance of such ToS, SOPs, Policies or the DPA as may be amended from time to time.

### 1.1. DEFINITIONS:

Unless defined elsewhere in this Agreement, capitalized terms set out in the Agreement are defined as set forth in **Appendix A**.

### 1.2. SERVICES:

- 1.2.1. Shipway will (i) provide access to an online dashboard or platform to book shipments, (ii) aggregate and provide shipping options through various third-party courier companies, logistics service providers, transporters and carriers (“**Partners**”) through its Platform (iii). Facilitate pickup and delivery of goods via its Partners (iv) collect COD Amounts and remit the same to Your designated bank and (v) Provide tracking and service support related to shipment status. All Services will be provided as per the operating procedures set out in the relevant SOP published], which is incorporated herein by reference.
- 1.2.2. You may access and use the Services only for lawful purposes. All rights, title, and interest in and to the Services (including all Intellectual Property relating to the Services and in the Shipway Platform) will remain with and belong exclusively to Shipway. You will not: (a) sublicense, resell, rent, lease, transfer, assign, timeshare, or otherwise commercially exploit or make the Services available to any third party; (b) use the Services in any unlawful manner (including without limitation in violation of any data, privacy) or (c) you will comply with the obligations set out under the terms of this SASA, ToS, SOP, Policies and the DPA or (d) interfere with or disrupt the integrity, security or performance of the Services;
- 1.2.3. You will strictly use the automated system through its account on the Platform for generating the pickup and move the shipment only on the Airway Bill number generated by Shipway. In addition, You will not book / ship two or more shipments against a single AWB number or send multi packet shipments, and any breach of this condition by You (whether intentional breach or not) will give right to Shipway to claim the concerned expenses (including the freight amount of all the shipments) However, this restriction will not be applicable if You has activated MPS (multi packet shipments) services with Shipway.

### 1.3. FEES AND PAYMENT

- 1.3.1. Fees: In consideration of the Services rendered under this Agreement, you will pay the Fees as set out in the [Pricing and Billing Policies](#).
- 1.3.2. Changes to Fees: You acknowledge and agree that due to the nature of the Services, the Fees may be subject to change. Shipway may pass through to you any surcharges charged by the Partners including but not limited to surcharge in relation to fuel, dangerous goods, peak season. If the Partners impose surcharges, Shipway will pass through such surcharges and provide the same notice, if any, that Shipway receives. Notwithstanding the foregoing, in the event any of the Partners are impacted by

a Force Majeure Event, Shipway may, in its discretion, change other Fees upon thirty (30) days' prior written notice to you. Any Fee changes will only apply to Orders completed after the effective date of such change. Your continued use of the Services following the effective date of any Fee increase will mean you accept and agree to pay the increased Fees. If any change to the Fees is unacceptable to you, you have the right to terminate the Agreement as per A.9 herein.

- 1.3.3. **Pricing Quotations:** Pricing quotations accepted through the Shipway Platform are estimates based on the best information available to Shipway at the time. All monetary amounts stated in this Agreement and the Platform will be in INR, unless otherwise specified. The Fees you will be required to pay will depend on a number of factors including the quantity and nature of the goods for fulfillment, delivery locations and Partner Charges. Shipway does not accept liability for any Partner shipping rate discrepancies due to inaccurate or incomplete information provided by you, including incorrect dimensions or weight.
- 1.3.4. **Invoice and Payments:** Shipway will raise an invoice for the Services as per terms mentioned in [Pricing and Billing Policies](#).
- 1.3.5. **Claims and Settlement:** As per [SOP](#)
- 1.3.6. **Consequence of Failure or Delay in Payment:** If You fail to pay the full invoice amount or any portion thereof, within the time period mentioned above, Shipway will have the right to deduct the unpaid dues from the COD Amount in the possession of Shipway or its Partners. Shipway will, thereafter, remit the remaining COD Amount after deductions, subject to reconciliation and completion of all the shipments and transactions pertaining to Your account. In the event, the COD Amount falls short of the outstanding amount payable by You, You will within 15 (Fifteen) days' pay the outstanding amount to Shipway, and until the payment of the entire outstanding amount, Shipway will retain the custody of (and subsequently dispose within 30 days of retention) Your shipments which are in the possession of Shipway or its Partners. In the event of any delay in payment of outstanding amount by You (as required under this clause), Shipway will 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.
- 1.3.7. **Pre Paid Model:** You have the right to avail Pre paid Services. In such case, You will agree to deposit an amount in their respective account on the Platform to use the Services as per the prepaid model. You agree that Fees and Charges payable in consideration of the Services will automatically get deducted from Your available credit after the shipment is picked up or RTO initiated. Shipway will issue an invoice which will get auto adjusted (if applicable) against the credit in Your account in the following conditions:
- 1.3.7.1. If the invoice amount is more than the credit available in Your account: You will agree that in case where the invoice amount is more than the credit in their account, You will only be able to place an order for shipment after crediting their account with requisite value required to match the invoice amount.
- 1.3.7.2. If the invoice amount is less than the credit available in Your account: You will agree that in case where the invoice amount raised is less than the credit in their account, the freight invoice amount will be automatically adjusted from their credit (if not already adjusted) and will be marked as paid. If as on the date of issuance of the invoice, freight invoice amount has already been adjusted from the credit in their account, the invoice will be generated with marked as paid.
- 1.3.8. You will agree that it will be your responsibility to verify the invoices and inform Shipway within 7 (seven) working days in case of any disputes regarding the contents of the invoice.
- 1.3.9. **Reimbursement of Taxes, Chargebacks, and Related Fees:** You acknowledge that you are responsible for, and agree to reimburse Shipway for, all sales taxes, transportation taxes, reversals, chargebacks, claims, fees, fines, penalties and other liabilities which may be incurred by Shipway and its Partners, as applicable, in connection with the Services. The aforementioned charges will be posted to your Account within fifteen (15) days of Shipway's knowledge of such charges. Carrier and retail chargebacks may be subject to additional administrative fees as specified in the Policies.

#### **4 REPRESENTATIONS, WARRANTIES AND COVENANTS**

4.1 Shipway represent, warrant, and covenant that

4.1.1 Shipway has the legal authority and capacity to enter into this Agreement.

4.2 You represent, warrant, and covenant that:

- 4.2.1 You have the legal authority and capacity to enter into this Agreement and that this Agreement has been signed by an authorized person of the company and it will constitute a duly binding obligation upon You. You have obtained all necessary statutory approvals, permissions and licenses to undertake the business in relation to the Shipments.
- 4.2.2 You shall be the legal owner of the Shipments, including any underlying Intellectual Property rights, and/or have lawful possession of the Shipments and have unencumbered right to deal with the Shipments as intended under this Agreement.
- 4.2.3 You will ensure that there are no potential health, safety, or environmental hazards associated with the Shipments;
- 4.2.4 You will ensure that the Shipments are not mislabeled, misbranded, adulterated (including adulteration by any insect or other hazardous infestation);
- 4.2.5 You will ensure that the information set forth on any shipment or delivery document, including information as to count, weight, description, and condition of the Shipments, is accurate and complete and may be relied upon by Shipway;
- 4.2.6 You will ensure that the Shipments do not comprise any items which are prohibited by the applicable Prohibited and Restricted Items Policy. You hereby agree that it will not book / handover any good/shipment which is banned, restricted, illegal, prohibited, stolen or infringing of any third party rights, or which contains any cash, jewelry (excluding artificial jewelry), gold, silver, diamond, platinum, other precious metals, precious stones, currency, bullion, and financial and security instruments, or any reactive, hazardous or dangerous items/goods which are in breach of any Applicable Law or of the packaging / transportation guidelines of the concerned Partner; in which cases Shipway and/or the logistic partner will not be liable for the delivery of any such goods / products.
- 4.2.7 Your activities related to the promotion, sale, and distribution of the Shipments comply with all applicable laws; they do not contain or comprise of any of the following: (i) products that exploit or abuse children, including images or depictions of child abuse or sexual abuse, or that present children in a sexual manner; (ii) products that promote hate, violence, or discrimination against people based on race, ethnicity, color, national origin, religion, age, gender, sexual orientation, disability, medical condition, or veteran status; (iii) products that contravene, or that facilitate, or promote activities that contravene, the laws or regulations of the jurisdictions in which you operate or do business or to which your product is to be shipped or stored, including the jurisdictions in which our warehouses are holding any of your products in inventory; (iv) products that infringe or may infringe on the patent, copyright, trademark, or other Intellectual Property rights or privacy rights of others; (v) products which contain or which are intended to transmit viruses or other malware or which are designed or intended to illegally or in an unauthorized manner gain entry to, harm, or disrupt the data or operation of our or a third party's computing devices, networks, systems, infrastructure, or the like; (vi) products that contain personally identifiable information or confidential information, such as, but not limited to, credit card numbers, confidential national ID numbers, account passwords, medical records, employment records or the like, unless you comply with the DPA and have prior written consent from the person to whom the information belongs or who is otherwise authorized to provide such consent; (vii) products that promote self-harm; or (viii) products that imply or promote support or funding of, or membership in, a terrorist organization.
- 4.2.8 You will ensure that the correct and complete description of the destination/address as well as all the relevant information/details and documents (including but not limited to the e- way bill number and valid GST invoice) are mentioned/provided by You while booking/handing over a shipment. In case any incomplete/incorrect information or documents are provided by You, the shipment may be returned from origin and the shipping charges (both forward and RTO charges) will be levied, in addition to any damages/taxes imposed by the statutory authorities, if any, in the transit of such shipment. Such charges will be irreversible and no claim for the return of such charges will be entertained by SHIPWAY.
- 4.2.9 You 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, You will provide a valid e-way bill ( both for forward and/or RTO shipment) to SHIPWAY, within 7 days from the date of the good(s)/shipment(s) being shipped or marked as 'RTO Initiated' on User's dashboard. In case You 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 SHIPWAY and/or its courier vendor(s) will not be held liable for any liability in relation thereto.
- 4.3 Notwithstanding anything provided contrary in this Agreement, You hereby: (i) agree that You have voluntarily submitted the various KYC information and documents (including but not limited to Aadhaar card/OTP, PAN card, voter id, passport, driving license, GST certificate, income tax returns, entity details, etc.) and requisite information as required by Shipway from time to time; (ii) provides its consent for verification of the information and documents submitted to Shipway in order to establish its genuineness in the manner permitted by applicable laws; and (iii) provides its consent and further authorizes

Shipway to share its relevant details and documents (including but not limited to business/registered name(s), phone number(s), address(es), email-id(s), PAN card, bank account details, KYC documents, etc.) with the concerned entity for processing of insurance claims and with the concerned judicial authority, court, police, complainant, etc. (as the case may be) in the event of a complaint been filed against You or dispute been raised in relation to the shipment(s) made by You

- 4.4 You shall not transfer or share (including by way of sublicense, lease, assignment or other transfer, including by operation of law) your log-in or right to use the Service to any third party. You shall be solely responsible if You have authorized a third party to use the Services and for ensuring that all of such third parties 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 third party shall be deemed to be a violation thereof by You, towards which Shipway shall have no liability or responsibility. Your access to use the Services will be solely at the discretion of Shipway.

## **5 CONSEQUENCE OF DEFAULT**

- 5.1 In the event You are found to be in breach of the Terms of this Agreement, Shipway may, without prejudice any additional liabilities, at its sole discretion,
- 5.1.1 Refuse to provide / continue Services in relation to the Shipments.
- 5.1.2 Immediately suspend Services and provide 15 days to cure any defect or default by You.
- 5.1.3 Terminate this Agreement as per **Article 9**
- 5.2 Notwithstanding any stated above, Shipway will have the right to withhold COD and the Shipments in its possession and the possession of its Partners until the breach is cured or the damages are duly recovered by Shipway.
- 5.3 In the event of breach of the terms of this Agreement, You would be liable to reimburse Shipway all costs, damages or losses suffered by Shipway or its Partner that arises out of such breach or misrepresentation.. You will be liable to pay any costs that may be incurred by Shipway or its Partners towards repair, reinstatement, cleaning or sanitizing or replacing any machinery or equipment at the Partner's Facilities on account of damages caused due to Your Shipments. This may include the costs incurred for storage and transportation of Your Shipments, storage and transportation of other affected Shipments and/or third party property, return or destruction of Your Shipments, delay or non-shipment of any affected Shipments, replacement of any affected Shipments or third party property, pest control, hazard remediation and/or cleaning of Shipway's Facilities, legal costs in the event of an investigation into or court proceedings arising from the damage caused by the Your Shipments, and any other reasonably incurred expenses caused by your failure to meet any of the above compliance obligations.

IF YOU DO NOT REMOVE YOUR GOODS WITHIN THIRTY (30) DAYS OF RECEIVING A REQUIRED REMOVAL NOTICE, SHIPWAY MAY DISPOSE OF THE INVENTORY LISTED IN THE REQUIRED REMOVAL NOTICE AND MAY CHARGE YOU A REASONABLE DISPOSAL FEE. YOU WILL NOT BE ENTITLED TO ANY DAMAGES OR REIMBURSEMENT FOR THE VALUE OF GOODS DISPOSED OF BY SHIPWAY IF YOU DO NOT PROMPTLY REMOVE THE GOODS UPON SHIPWAY'S WRITTEN REQUEST IN ACCORDANCE WITH THIS CLAUSE.

- 5.3.1 In the event Shipway is found to be in breach of the Terms of this Agreement, You may, without prejudice any additional liabilities, at its sole discretion terminate this Agreement as per **Article 9**. Shipway shall be liable for all losses and costs to the extent as expressly agreed in this Agreement. Shipway shall not be liable for any other implied costs or liabilities.
- 5.4 All claims of liabilities and damages shall be settled through settlement procedures as set out in SOP.

## **5.5 LIMITATION OF LIABILITIES AND DISCLAIMERS**

### **5.1 Limitation of Liability:**

- 5.1.1 In no event will the total aggregate liability of Shipway 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 will exceed the aggregate amount of INR 2,500 per shipment or the declared value of the product, whichever is lower.

*Notwithstanding anything contrary contained in this Agreement, the maximum liability of SHIPWAY per shipment will be as follows for all couriers except India Post:: (i) Rs. 2,500/- (Indian Rupees Two Thousand Five Hundred Only) or the order*

*value, whichever is lower, if the shipment was damaged, lost & theft during forward journey; or (ii) Rs. 2,000/- (Indian Rupees Two Thousand Only) or 50% of the order value, whichever is lower, in case the shipment was damage, lost & theft during RVP (Reverse Pick up) journey; or (iii) Rs. 2,500/- (Indian Rupees Two Thousand Five Hundred Only) or 80% of the order value, whichever is lower, in case the shipment was damage, lost & theft during RTO journey, towards You under this Agreement, provided that such claim is raised by You 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 You forfeits and waves its rights for such claim. Any claims by You should be submitted within the specified time period along with the copy of the signed shipping manifest.*

## 5.2 Disclaimer:

- 5.2.1 It is expressly understood by the Parties that all the Shipments agreed to be delivered through Shipway are on "SAID TO CONTAIN BASIS"; i.e.; Shipway will be under no obligation to verify the description and contents of the Shipments declared by You. You will take reasonable steps to ensure to make proper, true, fair, correct and factual declaration regarding the description and value of the Shipments. You acknowledge and agree that the Partner has the right to inspect any shipment consigned by You to ensure that all the items are capable of carriage to the destination within the standard operating procedure and handling methods. At no point in time will Shipway take any liability or warrant that any particular Shipment to be delivered is capable of carriage without infringing the law of any state of the country from, to or through which the product may be carried. Shipway and its Partners reserves the right to refuse to deliver the products that do not conform to these terms and conditions without assigning any reasons whatsoever.
- 5.2.2 Shipway will bear no liability for any of the Shipments that it deems to have inadequate or improper packaging. You will ensure that the packaging of the Shipments is safe, proper and adequate to withstand the normal transportation and environmental hazards and in compliance with the minimum standards as applicable and shared by Shipway and/or Partners from time to time.
- 5.2.3 The Services may be temporarily unavailable for scheduled maintenance, unscheduled emergency maintenance or due to other causes beyond our reasonable control ("**Service Disruption**"). Shipway will use reasonable efforts to ensure a Service Disruption does not occur during Peak Season. Shipway will aim to provide advance notice of any Service Disruption to you and endeavor to resolve the Service Disruption as efficiently as possible. Shipway will not be liable for any such unavailability or disruption of Services.
- 5.2.4 Shipway will not be responsible for any loss (including loss of COD amounts) in case of forcible snatching by Your buyer/customer. Such incidents/cases will be Your responsibility and the You will be liable to initiate actions to resolve such incidents, if any, on its own, including but not limited to legal processes as well as to reimburse the losses (if any) to the concerned Partner or personnel of the Partner.
- 5.2.5 Shipway shall not be liable for any claim of loss or damages that has not been submitted to Shipway terms & conditions.
- 5.2.6 Shipway and the Protected Entities will not be liable for (i) any loss of credit, penalties or other regulatory liabilities due to any act or omission by You (ii) any damage to the shipment caused due to inadequate packaging by You ; (iii) damage the packaging where the contents are in good order (iii) any reason that is not attributable or beyond the control of Shipway and/or its Partner such as force majeure events ; (iv) seizure or detentions in the course of transit by competent authorities and in relation to whether any product to be delivered is capable of carriage without infringing the law of the place from or through which the product may be carried and reserved; and (v) fraudulent or unauthorised transactions by Your customer, invalid transactions identified by the issuing bank for digital COD payments
- 5.2.7 In no event will Shipway be liable to You for any special, exemplary, incidental, or consequential damages, or for any direct or indirect loss of profits, loss of goodwill, whether arising out of contract, tort (including negligence), strict liability or otherwise, resulting from or related to this Agreement, irrespective of whether You knew or should have known of the possibility of any such damages and the total liability.
- 5.3 It is hereby informed and agreed that SHIPWAY and/or its courier vendor(s) will not be responsible for any damage to the shipments which include liquid or fragile items/products (including but not limited to liquid cosmetic, beauty products, and perishable and glass items) or any other item mentioned under the Indicative List
- 5.4 The Protected Entities will 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 or Partners 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 by

Your or third parties, or for damages associated with the Service, or equipment that it does not furnish, or for damages that result you're Your operation provided systems, equipment, facilities or services that are interconnected with the Service.

- 5.5 Notwithstanding anything contrary provided in this Agreement, in no event, including but not limited to negligence, will Shipway, 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, including but not limited to loss to business or lost sales, even if such Protected Entity has been advised of the possibility of such damages.

## **6 INDEMNIFICATION**

- 6.1 You will defend, indemnify, and hold harmless Shipway and the Protected Entities from and against any claims, actions or demands, liabilities (including court costs and attorneys’ fees), tax obligations, fines, and penalties, including without limitation reasonable accounting fees and expenses, arising or resulting from or in connection with: (a) your breach of this Agreement; (b) any actual or alleged infringement of a third party’s Intellectual Property rights associated with Your Content; (c) your negligence, fault, omissions, or willful misconduct; (d) your fraud or misrepresentation in connection with the Services; (e) any product liability, infringement, or mislabeling claim arising from your Shipments; or (f) your misuse of the Services (“**Claims**”). Shipway will provide notice to you of any Claim. Shipway reserves the right to assume the exclusive defense and control of any response to any Claims which are subject to indemnification under this clause. In such case, you agree to cooperate with any reasonable requests assisting Shipway’s defense of such Claim. In addition, you agree to cooperate and provide information to Shipway to assist with any investigation, proceedings, intervention or enforcement action by a regulatory body or enforcement authority relating to activities carried out pursuant to this Agreement. This indemnity will include all Claims in tort, contract, by statute or otherwise, Claims for personal injury (including death) and actual or tangible property damage that arise out of or in connection with this Agreement or the provision of Services to you. The indemnity provided by you in this clause will be reduced only to the extent the loss is caused or has been contributed to by Shipway’s willful misconduct or gross negligence

## **7 INSURANCE.**

- 7.1 You agree that Shipway and its Partners are not liable for your Shipments beyond the Limitations of Liability set forth in Article 6 herein. Neither Shipway nor its subcontractors provide insurance for your Shipments.

## **8 TERM AND TERMINATION**

- 8.1 This Agreement will come into force on and from the execution date of this SASA and will be binding until terminated by either Party as per Article 9 herein.
- 8.2 Either Party may terminate this Agreement by giving 30 (thirty) days prior written notice. During this notice period, Provided however that this Agreement will continue to be valid and binding on any Shipments that were initiated by You until the effective date of this SASA. You will be obligated to pay all fees and consideration to SHIPWAY Services availed under this Agreement within 30 days of effective date of termination of this Agreement.
- 8.3 Shipway will have a right to suspend its Services to You in the in the event
- 8.3.1 You fail to make payment of Fees for consecutive 2 invoices as per the terms of this Agreement.
- 8.3.2 You fail to cure any breach of the terms of this Agreement within 15 days of notice from Shipway.

Shipway will not be liable for any losses caused to You either directly or indirectly on account of suspension of Services by Shipway.

## **9 CONFIDENTIALITY AND DATA PROTECTION**

- 9.1 The terms of ToS , Privacy Policy and the DPA in this regard are incorporated herein by reference.

## **10 INTELLECTUAL PROPERTY RIGHTS**

- 10.1 You explicitly acknowledge that the Intellectual Property rights in all the materials that have been developed by Shipway and provided to You and any material created and developed by You for the performance of Services under the terms of this Agreement, will vest with Shipway. Notwithstanding anything stated herein, the terms of ToS in this regard are incorporated herein by reference and shall be binding upon You.

## 11 GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1 The terms of ToS in this regard are incorporated herein by reference and shall be binding upon You.

## 12 MISCELLANEOUS

- 12.1 **Exclusive Remedy:** To the extent permitted by law and subject to any non-excludable rights, the goods damage cap set forth in this section will be your sole and exclusive remedy against shipway for any claim or cause of action whatsoever relating to loss, damage, and/or destruction of goods, and will apply to all claims, including goods shortage or any other claims relating to the services (including conversion or theft claims).
- 12.2 **Severability:** The invalidity or unenforceability of any provision in this Agreement will 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.
- 12.3 **Force Majeure:** Neither Party will be liable for any failure or delay in performance of any obligation, under this Agreement to the extent that such failure or delay is due to a Force Majeure Event. The Party having any such cause will promptly notify the other Party about the nature of such cause and the expected delay. If, however, it is not feasible for a Party to prevent the occurrence of the Force Majeure Event as a result of which that Party is prevented from performing its obligation for more than 30 (thirty) days due to such Force Majeure Event (“**Aggrieved Party**”), the other Party may decide to release the Aggrieved Party from performing its obligation hereunder or may modify the relevant provisions of this Agreement affected by the Force Majeure Event so long as the Force Majeure Event continues, in order to enable the Aggrieved Party to perform its other obligations hereunder as so modified. However, in the event, Force Majeure Event continues for a period of more than 60 (sixty) days, the **Aggrieved Party** may terminate this Agreement with a notice to the other Party.
- 12.4 **No Partnership:** Nothing in this Agreement (or any of the arrangements contemplated herein) will 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 except as laid down otherwise in this Agreement, or entitle any Party to commit or bind another Party in any manner. You understand, agree and acknowledge that SHIPWAY through its logistics partners is a mere bailee of the goods/products, cash and is not an insurer of the same. You hereby expressly and specifically waive all its rights and claims against Shipway and its Logistics Partners arising out of or in relation to the principles of insurance.
- 12.5 **Waivers:** failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement will 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 will 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.
- 12.6 **Notices:**

## **ANNEXURE-A: DEFINITIONS AND INTERPRETATION**

1. **Definitions:** In this Agreement, including in the recitals hereof, the following words, expressions and abbreviations will have the following meanings, unless the context otherwise requires:
  - 1.1. “Agreement” means this SASA Agreement, TOS, DPA, Policies, SOPs and SLAs issued pursuant to this Agreement.
  - 1.2. "Applicable Law(s)" means any applicable law, rule, regulation, ordinance, order, treaty, judgment, notification, decree, bye-law, governmental 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 and will include any of the foregoing, injunction, permit or decision of any central, state or local, municipal government, authority, agency, court having jurisdiction over the matter in question.
  - 1.3. “Customer” means the end consumer of Users to whom You goods / products are being delivered by Shipway through its Logistics Partner.”
  - 1.4. “COD Amount” shall mean amount received from the end customer of yours’ through cash on delivery method
  - 1.5. “DPA” shall mean Data Processing Agreement as published [here](#), may be modified from time to time.
  - 1.6. “Partner” means third-party courier partners handling the delivery and shipments of User goods/products to the Customers on behalf of You, and collecting the Shipments from the Customer’s doorstep for and on behalf of User, in case of return of the goods/products, and delivering them to You, subject to the terms and conditions of this Agreement.
  - 1.7. “**Platform**” will mean the logistics software hosted on [www.shipway.in](http://www.shipway.in) and/or ‘Shipway’ mobile application, providing its users an automated shipping panel service integrated with the Partners.
  - 1.8. “**Pricing and Billing Policies**” shall mean policies of Shipway as published [here](#), may be modified from time to time.
  - 1.9. “**Policies**” shall mean policies of Shipway as published here as may be modified from time to time.
  - 1.10. “**ToS**” shall mean Terms of Services published [here](#) , as may be modified from time to time
  - 1.11. “**Reverse Pickup**” means collection of the products by logistics service providers of SHIPWAY from the customer’s address as specified by You and the delivery of such products at a location mutually agreed between the Parties.
  - 1.12. “**SASA**” shall mean this Shipping Aggregation Services Agreement.
  - 1.13. “**Service(s)**” shall mean services as set out in A.2.1 of this SASA.
  - 1.14. “**Shipway Platform**”
  - 1.15. “**SOPs**” Standard Operating Processes as published [here](#), may be modified from time to time
  - 1.16. “**URO**” shall mean Unidentified Receiving Order
  - 1.17. “**Working Agreement**” shall mean
2. **Interpretation:** Unless the context of this Agreement otherwise requires:
  - 2.1. Words using the singular or plural number also include the plural or singular number, respectively.
  - 2.2. Reference to the word “include” or “including” will be construed without limitation.
  - 2.3. Reference to this Agreement will be deemed to include any amendments or modifications to this Agreement, as the case may be.
  - 2.4. Reference to an “amendment” includes a supplement, modification, novation, replacement or re- enactment and



“amended” is to be construed accordingly.

- 2.5. Reference to a particular section, clause, paragraph, sub-paragraph or schedule, exhibit or annexure will be a reference to that section, clause, paragraph, sub- paragraph or schedule, exhibit or annexure in or to this Agreement.
- 2.6. An “authorization” includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration.
- 2.7. The headings and bold typeface in this Agreement are inserted for convenience of reference only and are to be ignored in construing and interpreting this Agreement.
- 2.8. The words ‘hereof’, ‘herein’, and ‘hereto’ and words of similar import when used with reference to a specific clause or sub-clause in this Agreement will refer to such clause or sub-clause in this Agreement and when used otherwise than in connection with specific clauses, sub-clauses will refer to this Agreement as a whole.
- 2.9. Any provision of this Agreement must not be interpreted against any Party solely on the ground that the Party was responsible for the preparation of this Agreement or that provision, and the doctrine of contra proferentem does not apply vis-à-vis this Agreement.
- 2.10. Reference to any law will be deemed to include any bye-laws, licenses, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that law; and will be construed as referring to any law which replaces, re-enacts, amends or consolidates such law (with or without modification) at any time.