

ShipRocket Registration Form



Business Owner NAME:	
Alternative Contact Person 1	
Contact Number:	
Email id:	
WORK PHONE:	
CELL PHONE:	
Email Id:	
Name of the Company:	
Complete Address:	
Pin Code:	
Pick Up Address	
Pick Up Pin Code:	
Nature of Products:	
PAN Number:	
Sales Tax Number:	

Details for Clients sending International Shipping

IEC Code	
TAN Number	
Nature of products being shipped	
Email id:	

MERCHANT AGREEMENTSHIPROCKET™PLATFORM AND LOGISTICS MANAGEMENT SOLUTION

M/s. BigFoot Retail Solutions Pvt. Ltd, a Company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 81A, Road Number 41, Punjabi Bagh (West), New Delhi 110026 hereinafter called “BFRS” AND “SERVICE PROVIDER” offering Logistics Management Services branded as ShipRocket

AND

_____ a company incorporated and existing under the provisions of Companies Act of 1956 and having its registered office at(hereinafter referred to as “CLIENT or LICENSEE or MERCHANT” which means and include, unless repugnant to the context or meaning thereof , its affiliates, assigns, liquidators, successors and permitted assigns) of the OTHER PART.

This Merchant User Agreement (“Agreement”) is between you, the user, together with any company or other business entity you are representing, if any (hereinafter called collectively, “client “or “Merchant”), and BigFoot Retail Solutions Pvt. Ltd. Solutions Pvt. Ltd. a company registered under the Companies Act, 1956 and having registered office at 81A Road Number 41, Punjabi Bagh (West), New Delhi 110026 and its product logistics management services Shiprocket™.

This Agreement comes into effect when you register for use of Shiprocket™ services or sign an application for utilizing services of Shiprocket™. By Registering or signing with Shiprocket™, you signify your absolute and unconditional consent to all the provisions of this agreement in its entirety.

This agreement constitutes a legally binding agreement between the Licensee/ Merchant and BFRS. You are advised to read this Agreement carefully. If you are not in agreement with any of the terms and conditions, you should not use this Service and should notify the same to Bigfoot Retail Solutions Pvt. Ltd.

1. Scope of Services

- 1.1. BFRS or BFRS’s Logistics partner shall pick up shipments on behalf of BFRS from its clients locations as communicated to BFRS at the time of client sign up.
- 1.2. The tracking number and logistics partner would be assigned by an automated process based on the pickup and delivery pin code and type of shipment.
- 1.3. Clients shall provide/display prominently on package the shipping label having full details of the Order Number, consignee details, product details, return address i.e. the shipping address and the Gross Value and Collectable Value (Net value) to be collected in case of

- COD (Cash on Delivery) shipments. The Shiprocket backend panel platform from BFRS shall enable the CLIENT take a print of the shipping label with all the details and the same shall be pasted on the package before the handover to the Logistics partner happens.
- 1.4. The shipment will be handed over to the Logistic partner by the client on the behalf of BFRS in a tamper proof packing of their brand along with the COD Order Form pasted on the shipment.
 - 1.5. Either Party may terminate this Agreement with or without cause by giving the other Party thirty (30) days prior written notice of its intention to do so.
 - 1.6. All claims must be notified to BFRS in writing within 30 days from the date of acceptance of the shipment, Failing which M/s Merchant ("CLIENT") forfeits and waives its right for/to such claim.
 - 1.7. In case of violation of Clause 2.10 of this Agreement by M/s Merchant ("CLIENT"), BFRS can discontinue the service after giving 7 days' notice to M/s Merchant ("CLIENT") in writing. However, in case of failure by M/s Merchant ("CLIENT") to pay outstanding dues of BFRS. BFRS, at its discretion, may discontinue the services with immediate effect.
 - 1.8. In case of shipments booked under COD (Cash on Delivery), BFRS's logistics partner shall collect Cash, as per the instructions of M/s BFRS from the Consignee as per the details mentioned on the COD Order and remit/reimburse the amount to M/s BFRS which then forth would be reimbursed to the client.
 - 1.9. The Client on its behalf shall keep BFRS indemnified against all duties, taxes, Octroi, cess, clearance charges and any other charge/levy by whatsoever name called, levied on shipments In event of such charges being levied by any government authority, the same can be claimed from the client against the challan /respite of the same. Client shall keep BFRS indemnified against any loss, damage, costs, expenses arising out of any action or proceedings initiated by any authority (judicial or regulatory of the like) on account of any act/omissions on its part.
 - 1.10. The Client will be solely responsible to comply with all statutory requirements (State and Central Laws/Statutes) applicable in relation to booking, sale and transportation of the shipments carried and delivered by the logistics partners of BFRS in pursuance of this agreement.
 - 1.11. It is expressly understood by the parties to the agreement that BFRS is a mere Service Provider to the client and not in any other capacity whatsoever it may be called. It is further agreed to by the parties to the agreement that BFRS is not performing any activity or job or providing service on behalf of the client which is tantamount to Seller or Retailer and or Stockiest/Distributor. The complete activity performed by BFRS under this agreement is based on specific instructions given by the client as part of the scope defined and from time to time.
 - 1.12. BFRS through its logistics partners shall provide web based (online) tracking solutions for all shipments.
 - 1.13. BFRS's Logistics partner, at the time of receiving the shipments from client, will use Air Waybill provided to them by BFRS through its logistics management software ShipRocket. It is agreed between the parties hereto that at all times for BFRS and its logistics partner, the Consignor/ Shipper in the Air Waybill shall be the Client who is shipping the goods and not the Original Shipper or customer of BFRS. It is clearly understood that BFRS's liability, if any, and to the extent agreed herein, shall extend only to CLIENT. The CLIENT shall be fully liable to its customers and neither BFRS nor any of their logistics partner, shall have any direct or indirect connection/ relationship or responsibility/obligation to BFRS's customers, in any manner whatsoever.

- 1.14. CLIENT must ensure 100% security of all shipments which have been picked up from its customers by BFRS's logistics partners as per BFRS's security procedures as explained and informed to it before executing this agreement. CLIENT confirms that the CLIENT is fully aware of the items prohibited on BFRS or BFRS's logistics partner network for carriage and undertakes that no such prohibited items of shipment shall be handed over to BFRS's logistics partners for carriage by its customers.
- 1.15. CLIENT undertakes to fully indemnify and hold COURIER COMPANY OR BFRS harmless in case of any breach of security procedures by the BFRS and / or by its customers.

2. OBLIGATIONS OF THE MERCHANT

- 2.1. Merchant shall be responsible for proper; tamper proof and damage proof packing of the products.
- 2.2. Merchant shall be ready with the packed order when the courier person comes to receive the shipment, all pick-ups should be logged before the cut off time as directed by the customer support team of BFRS, and no pick up beyond the cutoff time of the logistics partner shall be possible.
- 2.3. Merchant should collect receipt(s) of the signed copy of the shipping manifest; it is the proof of handover of shipment to the courier companies.
- 2.4. Merchant should strictly only use the automated system for generating the pickup and move the shipment only on the AWB number generated from the ShipRocket administration panel provided during signup by the client for shipping services. If the merchant moves the shipment through the physical shipping docket or physical airway bill number a penalty of INR. 1000.00 shall be charged per airway bill number issued.
- 2.5. Merchant should properly paste and insert the invoice, in and on the package.
- 2.6. This service is only for single pick up location i.e. the orders will be picked by the courier companies from only one location which has been registered by the client.
- 2.7. Merchant undertakes to fully indemnify and hold COURIER COMPANY OR BFRS harmless (**not liable**) in case of any breach of security procedures by the merchant(s), merchant's employees or its vendors.
- 2.8. Reverse pick up of orders should be the responsibility of the client, in case a reverse pick-up is requested by the merchant the same shall be charged a fixed fee of INR 20.00 additional to the reverse freight charges which are equal to the delivery freight charges as mentioned in the proposal.
- 2.9. When Shipment coming back as RTO (return to origin) is due to failed COD or failed delivery it is Merchant's/client's responsibility to change the status of the order to RTO received and intimate BFRS in with the Reverse Airway bill number.
- 2.10. The Merchant shall not book / handover or allows to be handed over any Product which is banned, restricted, illegal, prohibited, stolen, infringing of any third party rights, hazardous or dangerous or in breach of any tax laws or contains any cash, jewelry (excluding artificial jewelry), gold, silver, diamond, platinum, precious metals, precious stones, currency, bullion, letters and financial and security instruments and Service Provider shall not be liable for the Delivery of any such Products. Without prejudice to the generality of the aforesaid, an indicative list of the banned or prohibited Products is given in Annexure I. In the event Merchant hands over or provides the aforesaid Products to the Service Provider then Service Provider shall not be responsible and shall not be liable for any loss, damage, theft or misappropriation of such Products even if Service Provider or Delivery Personnel has the knowledge of the same and even if such loss, damage, theft or

misappropriation is caused due to any reason attributable to Service Provider or Delivery Personnel.

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

3. FEES:

- 3.1. The merchant here by agrees that the applicable shipping base rate will be charged as per the current prevailing rate mentioned on the following webpage at any time or day <http://www.shiprocket.in/shiprocket-shipping-rates/> .
- 3.2. BFRS will charge service charge percentage over and above the shipping base rate, the applicable service charge as per the different plans of ShipRocket and KartRocket mentioned on the official website www.shiprocket.in
- 3.3. Other applicable charges over and above the shipping base rates and ShipRocket service charge like COD charges, Fuel Surcharge and other fees are as mentioned on <http://www.shiprocket.in/shiprocket-shipping-rates/>
- 3.4. Any changes in the base rate mentioned <http://www.shiprocket.in/shiprocket-shipping-rates/> will be informed to the client via email on admin messenger, and prevailing rates as published on <http://www.shiprocket.in/shiprocket-shipping-rates/> will be applicable.
- 3.5. Service tax and other taxes are applicable as per taxation law.
- 3.6. **Volumetric weight will be charged on L X B X H/5000 in cms. Freight is calculated on the basis of volumetric weight or actual weight whichever is higher.** Dead/Dry weight or volumetric weight whichever is higher should be taken while calculating the rates.

4. TERMS OF PAYMENT:

- 4.1. BFRS shall issue an invoice to the Merchant at the start of each calendar month for the Delivery Services that have been rendered in previous month with the terms of this Agreement.
- 4.2. **The Merchant shall pay to BFRS within Seven (7) days from the date of submission of the invoice.**
- 4.3. It will be the responsibility of the Merchant to verify the invoices and inform the Service Provider within 5 (five) days in case of any disputes regarding the contents of the invoice.
- 4.4. If for any reason the Merchant defaults in making the payments against invoices issued by BFRS, then notwithstanding any other rights and remedies that BFRS may have in contract, at law (including common law) or in equity, the Merchant shall pay liquidated damages to Service on the invoiced amounts that are not paid by the Merchant on the due date of such payment(s) from the due date till the date of payment, **at rate equivalent to 1% above the State Bank of India's prime lending rate (which shall be the rate prevailing on the due date).**
- 4.5. **For any claims by the merchant like wrong freight being applied, Cash on Delivery missing, pilferage, in transit damage- the signed copy of the manifest sheet of the pick up against which the courier company has received the shipment has to be submitted along with the claim request. Without the signed manifest the request shall not be considered valid.**

5. Returns/RTO of the Products

- 5.1. Products which are not accepted by the Customer for any reason whatsoever will be returned to the Merchant at the location(s) as specified by the Merchant.
 - 5.2. **RTO (return to origin) charges would be same as the agreed shipping rates.**
 - 5.3. Returns will be initiated by the logistics partners for all products which are not accepted by the Customer for any reason whatsoever. **The Merchant will ensure that such products are accepted at the location(s) specified by the Merchant and share the Airway bill number against which the shipment returned to the Merchant/client.**
 - 5.4. In case of non-acceptance of the RTO shipment by the Merchant, BFRS reserves the right to levy suitable demurrage charges for extended storage of such products for any period exceeding 7 (seven) days from initiation of the Returns and up to 45 (Forty Five) days from such date. In case of non-acceptance of the Products beyond 45 (forty five) days, BFRS has the right to dispose such products and the Merchant will forfeit all claims in this regard towards the Service Provider.
6. **Reverse Pickups:**
- 6.1. "Reverse Pickup" means collection of the Products by Service Provider from the Customer's address as specified by the Merchant and the delivery of such products at a location mutually agreed between the Parties.
 - 6.2. Reverse pick-up requested by the merchant shall be charged a **fixed fee of INR 20.00** additional to the reverse freight charges which are equal to the delivery freight charges as mentioned in the proposal.
 - 6.3. The BFRS and BFRS's logistics partners shall not be responsible for verifying the contents of the products handed over by the Customer to its delivery Personnel. The Packaging of such products shall also be the sole responsibility of the Customer. The Packaging should be good enough to ensure no damage in transit. The sole responsibility of the contents of the packed consignment shall lie with the end customer. The BFRS and BFRS's logistics partners shall be, in no way, responsible for any shortage or damage of such consignments unless the same is caused solely due to the gross negligence of the Service Provider.
 - 6.4. It is the responsibility of the merchant/client that on receipt of the shipment initiated through reverse pickup, share the AWB number on which the logistics partner has delivered the shipment.
7. **Liability for "Forward Delivery":**
- 7.1. Notwithstanding anything contrary contained in this Agreement, the maximum liability if any is limited to whatever compensation the logistics partner offers to BFRS in event of a claim by the merchant, provided such claim is raised by the Merchant within one (1) month from the date of such damage or loss or theft. Any claims by the merchant should be submitted along with the copy of the signed shipping manifest,
 - 7.2. All claims must be notified to BFRS in writing within 7 days from the date of acceptance of the shipment, failing which the merchant forfeits and waves its rights for such claim.
8. **Good till cancelled:**
- 8.1. KartRocket and ShipRocket services stay active till 15 days from the date of the last unpaid invoice, the Merchant shall be charged for the period for which the invoice has been raised. The merchant must request termination before the next billing cycle starts and/or the next invoice, is generated, or the cancellation request does not count. There is **no pro-rated refund** of remaining service period in the current billing cycle. The customer can request for termination by simply writing an email to accounts@kartrocket.com with the following information and request of termination

- name of the user,
- name of the store
- reason for termination

9. **TERMINATION:**

- 9.1. BFRS can discontinue the service after giving 7 days' notice to Merchant ("CLIENT") in writing. However, in case of failure by Merchant ("CLIENT") to pay outstanding dues of BFRS, BFRS, at its discretion, may discontinue the services with immediate effect.
- 9.2. In the event of any termination of this Agreement, Merchant shall promptly and forthwith make payments of all the Fees accrued or due to the Service Provider

10. **LIMITATION OF LIABILITY**

10.1.

UNDER NO CIRCUMSTANCES WILL SERVICE PROVIDER, DELIVERY PERSONNEL OR ANY DIRECTOR, OFFICER, EMPLOYEE, AGENT OR CONTRACTOR OF SERVICE PROVIDER BE LIABLE TO THE MERCHANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY LOSSES OR DAMAGES ARISING FROM THE AGREEMENT, UNDER TORT, COMMON LAW OR UNDER PUBLIC POLICY, EVEN IF MERCHANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS AND BE LIABLE FOR ANY LOSS OF DATA OR ANY INTERRUPTION OF ANY MERCHANT PROPERTY DUE TO ANY CAUSE.


10.2.

THE PARTIES AGREE THAT THE FOREGOING REPRESENTS A FAIR ALLOCATION OF RISKS BETWEEN THE PARTIES AND IT IS AN ESSENTIAL ELEMENT FOR PARTIES TO ENTER INTO THIS AGREEMENT.

11. **FORCE MAJEURE:**

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

11.2. If an Event of Force Majeure occurs, neither party shall be responsible for any damage, increased costs or loss which the other party may sustain by reason of such a failure or delay of performance, and such failure or delay shall not be deemed a breach of this Agreement. The Prevented Party shall take reasonable means to minimize or remove the effects of an Event of Force Majeure and, within the shortest reasonable time, attempt to resume performance of the obligations delayed or prevented by the Event of Force Majeure.

<p>BIGFOOT RETAIL SOLUTIONS PVT.LTD.</p> <p>Sign:  Director</p> <p>Name: Gautam Kapoor</p> <p>Title: Chief Operating Officer</p> <p>DATED:</p>	<p>Merchant</p> <p>M/s.....</p> <p>Sign:</p> <p>Name:</p> <p>Title:</p> <p>DATED:</p>
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Merchant Check Mark the plan you wish to enroll for:

(Refer the plans in Annexure 2)

Check Here	Plan name
<input type="checkbox"/>	Amazon Only
<input type="checkbox"/>	ShipRocket- Economy
<input type="checkbox"/>	ShipRocket- Growth
<input type="checkbox"/>	ShipRocket- Enterprise
<input type="checkbox"/>	Already using KartRocket platform

ANNEXURE I

List of banned or prohibited Products

Dangerous Goods

- Oil-based paint and thinners (flammable liquids)
- Industrial solvents
- Insecticides, garden chemicals (fertilizers, poisons)
- Lithium batteries
- Magnetized materials
- Machinery (chain saws, outboard engines containing fuel or that have contained fuel)
- Fuel for camp stoves, lanterns, torches or heating elements
- Automobile batteries
- Infectious substances
- Any compound, liquid or gas that has toxic characteristics
- Bleach
- Flammable adhesives
 - Arms and ammunitions
 - Dry ice (Carbon Dioxide, Solid)
- Any Aerosols, liquids and/or powders or any other flammable substances classified as Dangerous Goods for transport by Air

Restricted Items

- Precious stones, gems and jewellery
- Uncrossed (bearer) drafts / cheque, currency and coins
- Poison
- Firearms, explosives and military equipment.
- Hazardous and radioactive material
- Foodstuff and liquor
- Any pornographic material
- Hazardous chemical items

Annexure 2:

Info: At ShipRocket we believe in complete transparency towards our merchants and as a result we share our **transfer/base rates** provided to us by the logistics partner. Also to be noted is that the logistics partners **change their base rate and Fuel Surcharge** from time to time and any such change shall imply to your logistics charges too (the same shall be informed to you). Shiprocket is committed to provide its merchants with the best possible shipping rates and for this we are in a constant mode of negotiation with our logistics partners. Kindly go through ShipRocket **Service charges applicable over and above the freight charges** mentioned below in the T&C section.

For current applicable charges are published on <http://www.shiprocket.in/shiprocket-shipping-rates/>.

Terms of Shipping:

- a) The merchant here by agrees that the applicable shipping base rate will be charged as per the current prevailing rate mentioned on the following webpage at any time or day <http://www.shiprocket.in/shiprocket-shipping-rates/>.
- b) BFRS will charge, service charge percentage over and above the shipping base rate, the applicable service charge as per the different plans of ShipRocket and KartRocket mentioned website.
- c) Other applicable charges over and above the shipping base rates and ShipRocket service charge like COD charges, Fuel Surcharge and other fees are as per mentioned on <http://www.shiprocket.in/shiprocket-shipping-rates/>.
- d) Any changes in the base rate mentioned <http://www.shiprocket.in/shiprocket-shipping-rates/>. Will be informed to the client via email on admin messenger, and prevailing rates as published on <http://www.shiprocket.in/shiprocket-shipping-rates/>. will applicable.
- e) Service tax and other taxes are applicable as per taxation law.
- f) Merchants signing up for the only Amazon plan will be limited to only process order imported from their Amazon panel. Amazon Merchants cannot use the ShipRocket panel to process any order apart from the order they have received on their Amazon Merchant panel.
- g) In Amazon Only Plan, the merchant is required to deposit a minimum of Rs. 3000 as a security deposit which will let him/her to use 50 Air way bill numbers (which also means 50 orders where the merchant has not re-assigned multiple Air Way Bill numbers to an order). For clients having more than 50 orders, they have to top-up their account with additional security applicable at Rs. 3000 per every 50 consecutive orders. Also please note that this amount is just a security deposit the freight bills will be raised separately as per the shipments done by the merchant and has to paid by the merchant as per point "t".

- h) The security deposit as per above point (g) is refundable after a period of 6 months if not utilized against orders shipped. For refund of the security deposit it is required that all the shipment done by the merchants have been billed BFRS and the all the pending bills of the merchants are paid in full.
- i) Please note that the security deposit as per above point (g) is not an advance payment and shall not be deducted against the billed shipping charges. The amount will stay as security and will only be deducted incase the merchant does not release the said amount as per the terms of payment mentioned in the agreement.
- j) **Volumetric weight will be charged on L X B X H/5000 in cms. Freight is calculated on the basis of volumetric weight or actual weight whichever is higher.** Dead/Dry weight or volumetric weight whichever is higher should be taken while calculating the rates.
- k) Maximum limit should not exceed Rs. 15,000.00/- for COD shipments.
- l) Freight bills shall be raised twice every month, and the same shall be adjusted against the total COD collected, the balance shall be remitted to your as per point "S" below.
- m) In case of pre-paid shipment or no COD receipt for adjusting the freight bill, a credit period of 7 days shall be extended to the clients to pay the outstanding freight Invoice.
- n) Service tax shall be charged extra as actual (presently 12.36%).
- o) Reconciliation of COD amount, Freight charges, deliveries and returns would happen at the end of every month and an NOC would be signed off for better accounting procedure.
- p) All shipment should follow the standard operating procedures provided by BFRS and its logistics partners.
- q) It is mandatory for all merchants to have an Open Transit Marine Insurance Policy as you will be shipping high value consignments otherwise the consignments will be booked on owner's risk.
- R) MERCHANT SHOULD STRICTLY ONLY USE THE AUTOMATED SYSTEM FOR GENERATING THE PICKUP AND MOVE THE SHIPMENT ONLY ON THE AWB NUMBER GENERATED FROM THE SHIPROCKET ADMINISTRATION PANEL PROVIDED ON/ DURING SIGNUP BY THE CLIENT FOR SHIPPING SERVICES. IF THE MERCHANT MOVES THE SHIPMENT THROUGH THE PHYSICAL SHIPPING DOCKET OR PHYSICAL AIRWAY BILL NUMBER A PANELTY OF INR. 1000.00 SHALL BE CHARGED PER AIRWAY BILL NUMBER ISSUED.**
- s) **Remittance of COD amount would be as follows**
COD payment will be remitted twice every month (in case the below dates are weekends or bank holidays the remittance will happen on the following day)
1st remittance between 15-18th of every month.
2nd remittance between 3rd to 6th of the next month.

* Please note: the remittance will only include payments which has been received from the courier company in the remittance cycle before the date of our remittance by KartRocket/ShipRocket.

* Any queries in relation to COD remittance should be raised as a ticket on srs@kartrocket.com.

t) Shipping bills (in case the below dates are weekends or bank holidays the billing will happen on the following day)

1st invoice: will be on 2nd week of every month (payable within 7 days)

2nd Invoice: will be on 4th week of every month (Payable within 7 days)

* Any queries in relation to freight bills should be raised as a ticket on srs@kartrocket.com

* Shipping details on the invoice can be viewed by easily copy pasting the link on the bottom of the invoice.

u) Reverse pick requested by the merchant shall be charged a fixed fee of INR 20.00 additional to the reverse fright charges which are equal to the delivery freight charges as mentioned in the proposal.

v) All extra charges like Octroi Clearance, taxes, duties, clearance charges, cess, or any other charges levied on BigFoot Retail for the shipments done by the merchant/client. Big Foot Retail shall provide consolidated bills of all these charges at the end of every month.

w) All claims must be notified to BFRS in writing within 15 days from the date of acceptance of the shipment, Failing which Merchant (“CLIENT”) forfeits and waives its right for such claim.

x) The Client on its behalf shall keep BFRS indemnified against all duties, taxes, Octroi, cess, clearance charges and any other charge/levy by whatsoever name called, levied on shipments In event of such charges being levied by any government authority, the same can be claimed from the client against the challan /respice of the same. Client shall keep BFRS indemnified against any loss, damage, costs, expenses arising out of any action or proceedings initiated by any authority (judicial or regulatory of the like) on account of any act/omissions on its part.

y) **For any claims by the merchant the signed copy of the manifest sheet of the pick up against which the courier company has received the shipment has to be submitted along with the claim request. Without the signed manifest the request shall not be considered valid.**

z) Said To Contain Basis & Inspection: It is expressly understood by and between the Parties that all Products agreed to be delivered by BFRS or its logistics partners are on “SAID TO CONTAIN BASIS” i.e. BFRS or its logistics partners shall be under no obligation and is not expected to verify the description and contents of the Products declared by the Merchant on the docket and as such, the Merchant shall undertake and ensure to make proper, true, fair, correct and factual declaration on the docket regarding description and value of Products. Further, the Service Provider is not responsible in any way whatsoever for the Merchantability of the Product.