

MERCHANT AGREEMENT

This Merchant Agreement (“Agreement”) is entered into between **you** (an individual, company, firm, partnership, or body corporate), along with any associated company or business entity you represent, collectively referred to as the “Merchant,” “you,” or “User”; and **Vidaxl Ecommerce Pvt Ltd.**, a company incorporated under the Companies Act, 2013, with its registered office at B 17 SECTOR 3 NOIDA 201301 UP, offering logistics management services under the brand name “QwikNex” (hereinafter referred to as “we,” “QwikNex,” or the “Company”). Collectively, the Merchant and QwikNex are referred to as the “Parties” and individually as a “Party.”

BACKGROUND

This Agreement comes into effect from the date and time you register to use the Services (as defined below). Click the “**Continue**” button, signify your acceptance of the terms and conditions outlined herein, and registration to use the services.

By clicking “**Continue**,” button, you provide your absolute, irrevocable, and unconditional consent to all provisions of this Agreement in their entirety. This Agreement constitutes a legally binding contract between you and QwikNex, governing the terms and conditions under which you may use QwikNex’s website i.e., <https://www.QwikNex.com/> (hereinafter referred to as “Website”). It also outlines how QwikNex will manage your account while you remain a user. For any questions regarding these terms, you can contact us at hello@QwikNex.com.

In a Case, where you are under 18 years of age, a minor, or not of legal majority in accordance with the Majority Act, 1875, it shall be deemed that you are using the Website and Services under the Agreement with the knowledge and guidance of your parents or guardians, and your parents or guardians shall be liable to adhere to the terms and conditions mentioned herein.

Please read this Agreement carefully. By availing the Services and Clicking “**Continue**,” button, you expressly represent and warrant that you understand, agree to, and shall abide by all the terms and conditions stated below. If you disagree or do not understand these terms, you shall not use the Services and Clicking “**Continue**,” button. Any violation of this Agreement may result in legal consequences for you.

The Website and QwikNex’s online and offline services, along with those of its affiliates, provide a platform designed to facilitate convenient e-commerce logistics services. These services enable you to connect with a logistics provider who meets your logistics needs within India by QwikNex from time to time (“Services”).

This Agreement outlines the terms and conditions for using the Services, which are primarily offered through a web-based practice management software hosted and managed remotely via the Website.

This Agreement is an electronic record under the Information Technology Act, 2000, created by a computer system and requiring no physical or digital signatures. It is published in compliance with Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011, which mandates the publication of rules, privacy policies, and terms of usage for accessing websites and services.

QwikNex reserves the right to amend, modify, or revise the terms of this Agreement at any time without prior notice. QwikNex shall provide the revised or amended terms and conditions to you within a month of such amendment, revision, or modification. Your continued use of the Services after any such changes, without raising any objections within 7 days, shall indicate your agreement to the amended revised, or modified terms and conditions, and you shall be bound by the same.

Any additional terms, conditions, standard operating procedures (SOPs), service-level agreements (SLAs), terms of use, disclaimers, and other policies related to general or specific aspects of this Agreement, the Website, or the Services shall form an integral part of this Agreement. Any violation of these additional provisions shall be treated as a breach of this Agreement. Information regarding such additional terms, conditions, SOPs, SLAs, terms of use, disclaimers, and other policies can be accessed on the Website.

Access to the Services is granted solely at the discretion of QwikNex.

1. **USER ACCOUNT USAGE**

- This Agreement serves as a master agreement governing the relationship between the Parties with respect to one or more business-to-business (B2B) or business-to-consumer (B2C) services offered by QwikNex to the User. These services are subject to the terms and conditions outlined in **Annexure-A (QwikNex Service Specifications)**. QwikNex grants the User the right to access and view the content available on the Website solely for the purposes of placing orders, receiving, delivering, and communicating in accordance with this Agreement.
- The content of the Services, including but not limited to information, text, graphics, images, logos, button icons, software code, designs, and the collection, arrangement, and assembly of content on the Website, is owned by QwikNex and protected under copyright, trademark, and other applicable laws. The User agrees not to modify, reproduce, display, publicly perform, distribute, or otherwise use QwikNex Content in any way without prior written consent/approval from QwikNex. QwikNex affirms that all

content on the website is exclusively owned and created by QwikNex. To the best of its knowledge, there are no pending disputes before any court regarding the ownership of the content or the trademarks represented on the website.

- The User shall not transfer or share their login credentials or right to use the Services with any third party, including through sublicensing, leasing, assignment, or any other form of transfer, whether by operation of law or otherwise. The User is solely responsible for individuals' acts who have been authorized by the User to use the Services and must ensure compliance with the terms and conditions of this Agreement by all such authorized users. Any violation of this Agreement by an authorized user will be considered a violation by the User, and QwikNex will not bear any liability or responsibility for such violations.

- Multiple users are strictly prohibited from sharing/using a single login account. The User agrees to maintain the confidentiality of their passwords and login credentials used to access the Services.

- The User further agrees to provide accurate, complete, and up-to-date information to QwikNex always. If registering with a phone number, the User warrants that the phone number is registered in their name and may be required to provide supporting documentation to verify ownership. If any information provided by the user is found to be false or incorrect, QwikNex reserves the right to immediately terminate this agreement and seek compensation for any losses or damages incurred.

- The User agrees not to use the Services for any unauthorized or unlawful purposes and must not impersonate any other person. Services must be used solely for purposes that comply with:
 1. the terms and conditions outlined in this Agreement, and
 2. any applicable laws, regulations, or guidelines in the relevant jurisdictions, including laws governing the export of goods, data, or software to and from India or other applicable countries (In the case where the user avails services for cross-border transactions).

- The User agrees not to access or attempt to access any Services by any means other than the interface provided by QwikNex, unless explicitly authorized under a separate agreement with QwikNex.
- The User shall refrain from engaging in any activities that interfere with or disrupt the Services, or the servers and networks connected to the Services.
- The User acknowledges and agrees that the User shall solely be responsible for any breach of their obligations under this Agreement and for any resulting consequences, including loss or damage suffered by QwikNex due to such breaches. QwikNex bears no liability for the User's non-compliance and further QwikNex reserves the right to claim any losses or damages in against of any breach of any obligation by the User under this Agreement.
- The User expressly acknowledges and agrees that their use of the Services is at their sole risk. The Services are provided on an "as is" and "as available" basis. Any customizations or modifications will be provided solely at QwikNex's discretion.
- You agree that this Agreement and the Services provided by QwikNex are subject to modification or removal by QwikNex in accordance with changes in government regulations, policies, or applicable local laws.

2. FEES AND PAYMENT TERMS

- Subject to the provisions of this Agreement, the User agrees to pay QwikNex the fees and other amounts specified in this Agreement or as otherwise agreed upon by the Parties.
- QwikNex may introduce new services with additional fees and charges or revise fees and charges for existing services at its sole discretion. Fees applicable before the provision of services, as amended by QwikNex from time to time, shall apply.
- If the User subscribes to any subscription-based paid service, they authorize QwikNex to charge the applicable fees at the start of each subscription period or at such intervals as

applicable to the said service. The User also authorizes QwikNex to modify the fee structure as required and agrees to comply with the revised fee structure.

- The User guarantees that the billing credentials provided by User for any purchases from QwikNex will be accurate and that User will not provide any billing credentials that are not lawfully owned by User.
- The User agrees to pay all subscription fees, service fees, and other fees applicable to the use of Services or any other services beyond the scope of this Agreement. The User shall not, directly or indirectly, circumvent the fee structure.
- The User is solely responsible for the payment of all applicable taxes, legal compliance, statutory registrations, and reporting under applicable law. QwikNex is not responsible for the User's taxes, legal compliance, or statutory obligations.
- Unless otherwise specified, all fees are exclusive of taxes, and Goods and Services Tax (GST) or other applicable taxes will be levied on every purchase/service, as per the prevailing law. That the QwikNex shall submit the collected tax from the User to the concerned department, in due course of time.
- The Payment process will be considered complete only upon receipt of the full fees and all other charges in QwikNex's designated bank account.
- If applicable, QwikNex will raise invoices for the Services and any freight charges once a month (typically at the end of the month). These invoices will be available in the billing/payments section of the User's dashboard on the QwikNex platform.
- The User is required to clear invoices within ten (10) days from the date of issue. Payment terms for pre-paid accounts are detailed in Clause 4 of **Annexure-A**.

- If the User fails to pay the full invoice amount or any other payable charges within the specified time frame, QwikNex reserves the right to:
- Retain (and subsequently adjust the outstanding amounts/charges within 30 days of retention from) the amounts received from the end customer of the User through the cash on delivery method (hereinafter referred to as “COD Amount”),
- Retain and forfeit the amounts received from the User or User’s customers
- Retain the custody and forfeit of the user’s shipments held by QwikNex’s logistics vendors and dispose of them after providing the user with a 30-day period to make the balance payment to QwikNex. In cases where the shipment contains perishable products, QwikNex may dispose of them after granting the user a 3-day period to clear the outstanding amount.
- The QwikNex shall levy an interest at the rate of 18% per annum on the balance/outstanding amount to the User from the due date until payment is made in full.

(iv) Forfeit any security deposit provided by the User, if applicable.

- The User agrees to pay freight charges (both forward and RTO charges) as soon as a shipment is picked up or RTO is initiated by QwikNex’s courier vendor. QwikNex reserves the right to recover such charges for shipments that have been picked up, shipped, or are RTO but not yet invoiced. This may include retaining/adjusting COD Amounts or using other agreed methods.
- If the User closes their account with QwikNex or this Agreement expires or terminates, QwikNex shall have right to deduct outstanding fees and freight charges due upon the User, from the COD Amount immediately and remit the remaining balance of COD Amount within ten (10) days to the User, subject to reconciliation and completion of shipments and transactions pertain to the User Only. If the COD Amount is insufficient and falls short in regards of the Outstanding fees and freight charges pending against the User, then the User shall liable to pay the remaining outstanding amount/fees and fright charges within five (5) days from the date of closure/expiration/termination of account,

failing which QwikNex shall reserve the right to recover the balance outstanding amount and freight charges as mentioned in clause 2.11 of this agreement.

- Subject to the Clauses of this agreement, for any claims by the User regarding non-connectivity of the shipment (i.e. where the User is claiming that the shipment has been picked up but not connected) – the signed copy of the manifest sheet of the pick up against the disputed shipment has to be submitted along with the claim request by the User within 3 (three) days from the pickup date. Without the signed manifest any such request shall not be considered valid.
- The User agrees that in case of shipments booked under Cash on Delivery (“COD”), QwikNex’s logistics vendor shall deliver the shipment, collect cash from the customer as per the shipping label details, and remit/reimburse the amount to QwikNex. QwikNex shall then remit/ reimburse the amount to the User as per Clause 3.8 of **Annexure-A**. In this regard it is clarified that:
 - The User appoints QwikNex as their authorized agent for collection of COD amount.
 - QwikNex shall receive certain consideration as per this agreement for acting as the User’s agent.
 - QwikNex holds no title to the goods for which the COD amount is collected, subject to the clauses of this agreement. QwikNex reserves the right to deduct freight charges and outstanding fees from COD Amounts before remitting the balance to the User.
 - QwikNex may, at its sole discretion, allocate a credit limit to the User for the Services, which can be used within a specified period.
 - QwikNex reserves the right to modify the fee structure by providing notice via the User’s dashboard or email. If the User does not object to such notice, the revised fee structure will be deemed accepted and applied.

- To process payments, QwikNex may require details of the User's bank account, credit card, or other financial information. The User is responsible for maintaining the confidentiality of this information.

3. LIMITATION OF LIABILITY

- QwikNex shall not be responsible or liable in any manner to the Users for any losses, damages, injuries, or expenses incurred by the Users because of any action taken by QwikNex, where the User has provided consent for the same.
- QwikNex does not provide or make any representation, warranty, or guarantee, express or implied, regarding the Services. QwikNex does not verify any content or information provided by Users and, to the fullest extent permitted by law, disclaims all liability arising out of the User's use of or reliance upon the Services.
- Notwithstanding anything to the contrary in this Agreement, under no circumstances, including but not limited to negligence, shall QwikNex or any of its directors, officers, employees, agents, content providers, or service providers (collectively referred to as 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 inability to use, the Services or the related content, materials, and functions, the User's provision of information via the Services, lost business, or lost sales, even if such Protected Entity has been advised of the possibility of such damages.
- In no event shall the total aggregate liability of the Protected Entities to a User for all damages, losses, and causes of action (whether in contract or tort, including but not limited to negligence or otherwise) arising from the terms and conditions of this Agreement or a User's use of the Services exceed, in total, INR 5,000 (Indian Rupees Five Thousand) only in the case of Business to Business (B to B) and INR 2,000/- (Indian Rupees Two Thousand Only) in the case of Business to Consumer (B to C).

- The Protected Entities shall not be liable for any failure on the part of the User to provide agreed Services. Additionally, the Protected Entities shall not be liable for any activity concerning the Services provided to a User.

- The Protected Entities shall not be liable for any act or omission of any other person/entity furnishing a portion of the Service or for any act or omission of a third party, including vendors participating in the Services. This includes unauthorized interception of communications, breaches of privacy attributable to the acts or omissions of the User or third parties, damages associated with the Service or equipment not furnished by QwikNex, or damages resulting from the operation of User-provided systems, equipment, facilities, or services interconnected with the Service.

- QwikNex shall not be responsible for any loss, including the loss of COD amounts, in the event of forcible snatching by the buyer/customer of the User. Such incidents shall be the sole responsibility of the User, who must take actions to resolve these incidents, including but not limited to legal proceedings, as well as reimburse any losses to the concerned logistics vendor or its personnel, if any.

- The User agrees to resolve any disputes raised by buyers within 24 hours of such disputes being raised. Failure to resolve such disputes within the stipulated time frame shall entitle QwikNex to withhold the COD amount remittance until the disputes are resolved by the User.

4. GENERAL REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other that:

1. It possesses all necessary rights, powers, and authority to enter into and fulfill its obligations under this Agreement; and

1. The execution, delivery, and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of the Applicable Laws or any covenant, contract, agreement, arrangement,

understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

1. There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial, or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any impairment of its ability to perform any of its obligations under this Agreement;

1. It has no knowledge of any violation or default with respect to any order, writ, injunction, or decree of any court or any legally binding order of any Government Authority which may result in any adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement

1. All licence and registration with government authority in order to perform its obligation under this agreement and during the term of this agreement, Parties shall make sure to renew licence if any license expiry during the term of this agreement

1. All relevant and connected information pertaining to this Agreement has been shared, and no information has been withheld/ concealed from either party at the time of executing this Agreement.

5. **INDEMNITY**

- The User (“Indemnifying Party”) agrees to indemnify, defend, and hold QwikNex, along with its affiliates, officers, directors, employees, contractors, sub-contractors, consultants, licensors, third-party service providers, agents, and representatives (“Indemnified Party”), harmless from and against any claims, demands, actions, liabilities, costs, interest, damages, and expenses of any kind (including all legal and

other associated costs and charges) incurred or suffered (directly or indirectly) by the Indemnified Party, arising out of:

- the Indemnifying Party's access to or use of the Services;
- any violation of this Agreement or the terms of use of the Services by the Indemnifying Party (and/or its officers, directors, and employees);
- any violation of applicable law by the Indemnifying Party (and/or its officers, directors, and employees);
- any wrongful or negligent act or omission by the Indemnifying Party (and/or its officers, directors, and employees);
- any third-party action or claim made against the Indemnified Party because of actions undertaken by the Indemnifying Party (and/or its officers, directors, and employees); and
- any duties, taxes, octroi, cess, clearance charges, or any other charges/levies imposed on shipments.
- QwikNex shall promptly notify the User of any such claim, loss, liability, or demand. In addition to the obligations outlined above, the User agrees to provide QwikNex with all reasonable assistance, at the User's expense, in defending against such claims, losses, liabilities, damages, or costs.

6. COMPLIANCE WITH LAWS

Each Party shall, at all times and at its own expense:

1. fully comply with all applicable laws (including state and central, custom laws and statutes) that are currently in effect or may come into effect, in relation to its performance under this Agreement;

1. pay all fees and charges mandated by such applicable laws; and

1. ensure the continuous validity and effectiveness of all licenses, permits, authorizations, registrations, and qualifications required by any authority to fulfill its obligations under this Agreement.

7. **CONFIDENTIAL CLAUSE**

- **Disclosing Party:** Disclosing party is a party who disclose their confidential information to other party. Disclosing party can be a Manufacturer or Owner, it depends upon the confidential information. That who belongs to the confidential information. Belonging person or a disclosing person is a disclosing party.

- **Receiving Party:** Receiving party is a party who receive the confidential information which belongs to the other party and receive from the other party. Receiving party can be a Manufacturer or Owner, it depends upon the who receive the confidential information of other.

- The Receiving Party recognizes that in the course of its discussions with the Disclosing Party it shall be privy to Confidential Information relating to the Disclosing Party. Accordingly, the Receiving Party agrees and undertakes:

1. That the Receiving Party shall not, without the prior written permission of the Disclosing Party, directly or indirectly disclose or cause to be disclosed any Confidential Information to any third party;

 1. That the Receiving Party shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;

 1. That the Receiving Party shall promptly inform the Disclosing Party of any accidental disclosure of Confidential Information and shall take all steps, together with the Disclosing Party, to retrieve and protect the Confidential Information; and

 1. That the Receiving Party shall use the Confidential Information only for the purpose for which it was provided and shall not profit from the same in any unauthorized manner.
- The Receiving Party shall strictly adhere to the provisions mentioned above except:

(a) To the extent that such Confidential Information is already in the public domain, other than by breach of this Agreement;

(b) To the extent that such Confidential Information is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the Receiving Party is subject or with whose instructions it is customary to comply under notice to the Disclosing Party;

(c) In so far as it is disclosed to the concerned employees, parent company, subsidiary company and consultants of the Receiving Party only by making NDA Agreement by above said persons with the intimation to the disclosing party, provided that the Receiving Party shall procure that such persons treat such Confidential Information as confidential; and

(d) To the extent that any of such Confidential Information was previously known or already in the lawful possession of the Receiving Party, prior to disclosure by the Disclosing Party.

- The Receiving Party shall not, except as and to the extent required, make any copies or reproduce the Confidential Information. Such copies or reproductions shall be subject to the terms and conditions of this Agreement and the Receiving Party shall take such steps as are necessary to restrict access to and protect the confidentiality of such copies or reproductions of the Confidential Information.
- The Obligation enumerated under this provision shall survive the termination of this Agreement and shall remain in force for a period of 5 years from the date of termination.

8. INTELLECTUAL PROPERTY RIGHTS

- All trademarks, copyrights, designs and patents under the name QwikNex, hereinafter referred to as the 'Intellectual Property.'
- The QwikNex represents that all Intellectual Property is owned solely by the QwikNex and that no other person has title, interest, or ownership in the Intellectual Property. The QwikNex also represents that no disputes regarding title or ownership of the Intellectual Property are pending before any court or authority.
- The QwikNex and User mutually agree that the User shall have no right to use the Intellectual Property for any purpose or activity not governed by this agreement. In the case of violation and infringement under this clause, the User shall be liable for losses and damages (including potential profit) and shall be subject to the Indemnification Clause under this agreement.
- The User shall not use any intellectual property not authorized under this Agreement. In the event that the User uses any intellectual property not authorized under this

agreement, the User shall be liable for any claims, costs, damages, and interest for infringement of any third party's right on the intellectual property.

- The QwikNex and User agree that the right to use Intellectual Property under this Agreement is a restricted and non-exclusive right. Under this agreement, the QwikNex shall not infer any right, title, interest, or ownership to the User, except for the right to use, which is also subject to the terms and conditions of this agreement.

9. NON-SOLICITATION

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

10. TERMS AND TERMINATION

- This Agreement shall come into force from the date of execution, or the User starts procuring Services in any form or capacity and shall remain in effect as long as the User is utilizing any of the Services in any form or capacity, until terminated by either Party in accordance with the provisions of this Agreement.
- The User may request the termination of this Agreement at any time with a 30 (thirty) day prior written notice, subject to the provisions in the annexure for the Services undertaken. During this notice period, QwikNex will investigate and verify the fulfillment of any ongoing Services and pending dues related to fees or any other amount payable by the User. The User shall be obligated to clear any dues with QwikNex for any Services availed under this Agreement. QwikNex shall not be liable to the User or any third party for the termination of the User's access to the Services, due to non-payment of dues within stipulated times or any other grounds mentioned under this agreement.

- QwikNex reserves the right to immediately terminate this Agreement in cases where:-
 1. The User breaches any terms and conditions of this Agreement;
 1. QwikNex believes, at its sole discretion, that the User's actions may cause legal liability for the User or QwikNex or are contrary to the terms of use of the Services or the terms of this Agreement; and
 1. QwikNex deems it necessary for its own convenience, without providing any reason.
- Once temporarily suspended, indefinitely suspended, or terminated, the User shall not continue to use the Services under the same account, a different account, or re-register under a new account, unless explicitly permitted by QwikNex.

11. INSURANCE CLAUSE:

11.1 The User, at their discretion, may obtain appropriate insurance to adequately cover the risks associated with the Services under this Agreement or any shipment handled by QwikNex or its affiliates. QwikNex shall not be responsible for any loss or damage to products related to the Services or shipments carried out by QwikNex or its affiliates under this Agreement.

11.2 The User and QwikNex agree that QwikNex shall charge a mutually agreed percentage of the total shipment value or the total value of the products shipped by QwikNex or its affiliates under this Agreement, solely in consideration of issuing a Certificate of Freight to the User. The exact percentage shall be determined mutually by the parties at the time of booking the Services. It is hereby represented by QwikNex and expressly acknowledged by the User that the aforesaid charge is levied solely for the issuance of the Certificate of Freight in cases of any loss or damages to the User. This charge shall not be construed as an insurance premium, and QwikNex shall not be liable to compensate the User for any loss or damage merely on the basis of such payment/Charges in the present clause.

11.3 Notwithstanding anything contained in Clauses 1.1 and 1.2, the User may opt for insurance coverage provided by QwikNex along with the Services under this Agreement, at an additional cost payable by the User to QwikNex. The User may avail of this insurance coverage

to mitigate risks associated with products under shipment by QwikNex or its affiliates during the provision of Services under this Agreement.

The User may opt for insurance coverage only at the time of booking the Services through the QwikNex website and shall not be eligible to avail of such coverage after the booking confirmation. Under this insurance coverage, QwikNex shall cover up to 90% of the total value of the products in transit by QwikNex or its affiliates. In consideration of this insurance coverage, QwikNex shall charge the User a mutually agreed percentage of the total shipment value or the total value of the products shipped by QwikNex or its affiliates under this Agreement, as an insurance coverage fee. Under the Insurance Coverage, QwikNex takes the carrier's risk and settles claims up to a maximum of 90% of the cost of goods in the event of loss or damage.

The insurance coverage fee may be revised by QwikNex with prior notice to the User. If the User does not raise any objection within three (3) days of such revision, the revised insurance coverage fee shall be deemed final and same accepted by the User

12. CANCELLATION CLAUSE:

- The User may cancel the Services or the booking of Services under this agreement within 24 hours of the booking confirmation. In such a case, QwikNex shall refund the full booking amount or any advance payment made by the User to the User's Wallet account, which is maintained on QwikNex's website and accessible through the User's Dashboard. However, the refunded amount in the User's Wallet account cannot be withdrawn or transferred; it can only be used to purchase or avail of Services provided by QwikNex
- If the user cancels the Services or the booking of Services under this agreement after 24 hours of confirmation, QwikNex shall not be liable to refund any amount, and the User shall have no right to claim any refund for such cancellation.

13. MISUSE OF THE SERVICES:

QwikNex may restrict, suspend, or terminate the account of any User who abuses or misuses the Services. Misuse includes creating multiple or false profiles, infringing any Intellectual Property rights, violating any of the terms and conditions of this Agreement, or any other behavior that QwikNex, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, QwikNex has adopted a policy of terminating accounts of Users who, in QwikNex's sole discretion, are deemed to be repeat infringers of any terms of use even

after being warned by it. QwikNex may also restrict, deactivate, suspend, or terminate the account of any User upon the request/instructions of QwikNex's courier vendor.

14. GOVERNING LAW AND JURISDICTION:

This Agreement shall be governed by and construed in accordance with the Laws of India and Delhi shall have the exclusive jurisdiction over any matter relating to, in connection with, or arising out of, this Agreement

15. SEVERABILITY

If any provision of this agreement is rendered void, illegal, or unenforceable in any respect under Applicable Law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. Should any provision of this agreement be or become unenforceable, the parties shall use reasonable endeavors to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.

16. FORCE MAJEURE

- For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstances, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this agreement [(other than an obligation to pay money)] [(other than an event or circumstances that results in a party's not having sufficient funds to comply with an obligation to pay money)], except that a Force Majeure Event will not include [a strike or other labour unrest that affects only one party, an increase in prices, or a change in law].
- If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this agreement (the "Non-performing Party") will be excused from performing those obligations, on condition that (1) the Non-performing Party used reasonable efforts to perform those obligations, (2) the Non-Performing Party's inability to perform those obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstances giving

rise to the Force Majeure Event, and (3) the Non-Performing Party complies with its obligations.

- Upon the occurrence of a Force Majeure Event, the Non-Performing Party shall promptly intimate the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter the Non-Performing Party shall update that information as reasonably necessary. During a Force Majeure Event, the Non-Performing Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

17. AMENDMENT CLAUSE:

Subject to the provisions and clauses of this agreement, this Agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties.

18. HEADING CLAUSE:

The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision of this Agreement.

19. ASSIGNMENT:

This Agreement and the rights and obligations under this Agreement shall not be assigned in part or whole, by User to a third party unless the prior written approval of the QwikNex.

20. ENTIRE AGREEMENT

This Agreement, the annexures, and any other documents entered into or delivered as contemplated in this Agreement, set out the entire agreement and understanding between the

Parties with respect to the subject matter hereof. Unless otherwise decided by QwikNex, the annexures containing specific terms of use supersede all general terms of the Agreement, previous letters of intent, heads of terms, prior discussions, and correspondence exchanged between the Parties in connection with the Agreement referred to herein. Similarly, unless otherwise decided by QwikNex, the SOPs/SLAs issued in furtherance of this Agreement shall supersede the provisions of this Agreement and the annexures.

21. NO PARTNERSHIP OR AGENCY

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

22. NO WAIVER:

No waiver of any provision of this agreement, or consent to any departure from it by any party shall be effective unless it is in writing. No default or delay on the part of any party in exercising any right, powers, or privileges operates as a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges.

23. INDIRECT AND CONSEQUENTIAL LOSSES

Save as expressly provided otherwise in this Agreement, Parties shall be liable under or in connection with this Agreement for any loss of income, loss of profits, loss of contracts, or for any indirect or consequential loss or damage of any kind, in each case howsoever arising and whether caused by tort (including negligence), breach of contract, or otherwise.

24. CONTACT INFORMATION

- If any User has any questions, issues, or complaints regarding any of our Services, please contact our customer service at hello@QwikNex.com.

- The User hereby agrees and provides their consent to receive communications, correspondences, updates, notifications, etc., from QwikNex through email, SMS, WhatsApp, and any other mode as agreed by the Parties from time to time. The Parties agree that such communications, correspondences, updates, notifications, etc., will be legally binding on them.
- Notwithstanding anything contrary provided in this Agreement, the User hereby:
 - agrees that they have voluntarily submitted 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 QwikNex from time to time;
 - provides their consent for the verification of the information and documents submitted to QwikNex in order to establish their genuineness in the manner permitted by applicable laws; and
 - provides their consent and further authorizes QwikNex to share their 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 insurance claims and with the concerned judicial authority, court, police, complainant, etc. (as the case may be) in the event a complaint has been filed against the User or a dispute has been raised in relation to the shipment(s) made by the User.

25. INTERPRETATION

- Unless the context of this Agreement otherwise requires:
- headings and bold typeface are only for convenience and shall be ignored for the purpose of interpretation;

- other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement;
- references to this Agreement shall be deemed to include any amendments or modifications to this Agreement, as the case may be;
- the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be;
- references to a particular section, clause, paragraph, sub-paragraph, or schedule, exhibit, or annexure shall be a reference to that section, clause, paragraph, sub-paragraph, or schedule, exhibit, or annexure in or to this Agreement;
- reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented, or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
- a 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;
- references in the singular shall include references in the plural and vice versa; and
- references to the word “include” shall be construed without limitation.

Annexure – A

1. Scope of Services

- QwikNex is the author and owner of its logistics software and platform (the “QwikNex Platform”), providing users with an automated shipping panel integrated with multiple courier vendors.
- The user acknowledges that QwikNex provides logistics services for domestic shipments, while the actual pickup and delivery of shipments are carried out by QwikNex’s subcontracted logistics vendors.
- The user agrees that shipments will be picked up by QwikNex’s logistics vendors from the user’s designated locations as provided at the time of sign-up.
- The tracking number and logistics vendor will be assigned through an automated process based on the pickup and delivery pin code and the type of shipment.
- Users must ensure that each package prominently displays a shipping label containing complete details, including the order number, consignee information, product details, return address, gross value, and collectable value (net value) in the case of Cash on Delivery (COD) shipments. The QwikNex backend panel from QwikNex will enable users to print the shipping label with all necessary details, which must be affixed to the package before handing it over to the logistics vendor.
- The user agrees that any shipment handed over to QwikNex’s logistics vendors must be securely packed in tamper-proof packaging under the user’s brand.
- The user is solely responsible for ensuring compliance with all applicable statutory requirements (State and Central Laws/Statutes) related to the booking and sale of shipments carried and delivered by QwikNex’s logistics vendors under this agreement.

- It is expressly understood by both parties that QwikNex functions purely as a service provider to the user and holds no other capacity. Furthermore, QwikNex is not acting as a seller, retailer, stockist, or distributor on behalf of the user. All activities performed by QwikNex under this agreement are based on the specific instructions provided by the user as part of the defined scope of services.
- QwikNex reserves the right to offer web-based (online) tracking solutions for all shipments through its logistics vendors.
- The user acknowledges that QwikNex's logistics vendors will use the "Air Waybill" provided by QwikNex through its logistics management software, QwikNex, when receiving shipments. It is agreed that for both QwikNex and its logistics vendors, the "**Consignor/Shipper**" mentioned in the Air Waybill will always be the user shipping the goods. The user fully accepts that QwikNex's liability, if any, will extend only to the user and not to the user's customers. QwikNex and its logistics vendors will have no direct or indirect connection, relationship, responsibility, or obligation toward the user's customers in any manner whatsoever.
- The user confirms that they are fully aware of the items prohibited from carriage on QwikNex's or QwikNex's logistics vendor network and undertakes not to hand over any such prohibited items for shipment.

2. **Obligations of the User**

- The user is responsible for ensuring that all products are properly packed in a tamper-proof and damage-proof manner.
- The user shall use high-quality tapes engraved with their trademark/name, rather than generic tapes (such as brown, plain, or transparent tapes) for packaging and sealing shipments. If generic tapes are used, QwikNex shall bear no responsibility for any pilferage, damage, alteration, tampering, or leakage of the goods/shipments. The entire liability shall rest with the user.

- The user must have the packed order ready when the courier personnel arrive for pickup. All pickup requests must be logged before the cutoff time specified by QwikNex's customer support team. No pickups will be possible beyond the logistics vendor's designated cutoff time. The user is responsible for coordinating with the courier company personnel for pickup arrangements. The User shall record and prepare a video of the packaging and boxing process of the concerned shipment goods and materials, including a video capturing the measurement of the shipment box, prior to Pick-Up. Likewise, the User shall also record a video of the unboxing and measurement of the same shipment immediately upon delivery or drop-off of the consignment. The User shall submit these boxing and unboxing videos as supporting evidence in the event of any claim relating to missing or mismatched products and goods. However, it is hereby expressly clarified that the User shall not be entitled to any compensation for loss or damage solely on the basis of such videos, unless the same is duly verified and approved through QwikNex's claim assessment process, and subject to the other terms and conditions of the present Agreement.
- The user shall collect signed receipts of the shipping manifest as proof of shipment handover to the courier companies.
- The user shall strictly use the automated system for generating pickups and must only dispatch shipments using the Airway Bill (AWB) number generated through the QwikNex administration panel provided during signup. If the user dispatches a shipment using a physical shipping docket or a physical AWB number instead, a penalty of ₹1,000/- (Rupees One Thousand only) per AWB number issued shall be charged.

Additionally, the user shall not book or ship multiple shipments under a single AWB number or send multi-packet shipments. Any violation of this condition, whether intentional or not, will entitle QwikNex to recover the related expenses (including the freight amount of all shipments) and impose liquidated damages of up to ₹1,000/- per incident/shipment (along with applicable GST) from the user. However, this restriction shall not apply if the user has activated Multi-Packet Shipment (MPS) services or B2B shipments with QwikNex and has opted for Secure Shipment services.

- The User shall affix the invoice on the package/shipment prior to handing it over the shipment to the logistics vendor, in the case of B2C (Business-to-Consumer) transactions. In the case of B2B (Business-to-Business) transactions, the User shall provide the invoice along with all necessary supporting documents to the Carrier at the time of Pick-Up. The

invoice must be in full compliance with all applicable laws, including but not limited to GST-related rules and regulations.

- The user acknowledges that the service is limited to locations already registered in the user's panel. Orders will only be picked up from locations that have been pre-registered by the user.
- In the case of a reverse pickup request (applicable only to domestic orders), the user shall bear full responsibility for the process. The reverse pickup will be subject to a fixed fee, in addition to the reverse freight charges, which shall be equal to the delivery freight charges as specified in the proposal.
- The user agrees not to book or hand over any goods/shipments that are banned, restricted, illegal, prohibited, stolen, or infringe on third-party rights. Additionally, the user shall not send shipments containing cash, jewelry (excluding artificial jewelry), gold, silver, diamonds, platinum, precious metals, precious stones, currency, bullion, financial and security instruments, or any reactive, hazardous, or dangerous items/goods that violate applicable laws or the packaging/transportation guidelines of the concerned courier vendor. In such cases, QwikNex shall not be liable for the delivery of these shipments. An indicative list of dangerous and restricted goods is provided in **Annexure-B**.
- If the user hands over any of the aforementioned restricted goods/shipments to QwikNex or its courier vendors, QwikNex and its logistics partners shall not be responsible for any loss, damage, theft, or misappropriation of such shipments, even if service providers or delivery personnel are aware of the contents. The user further undertakes that, if any shipped goods fall within the banned/restricted categories (including hazardous or dangerous goods in violation of applicable laws or courier vendor guidelines), the user shall indemnify QwikNex and its logistics partners against all related issues, losses, and damages.

Additionally, QwikNex reserves the right to:

- Retain custody of such shipments (including opening, inspecting, and disposing of them within 30 days of retention).

- Impose damages/charges (including applicable GST and freight charges) of ₹1,00,000/- (Rupees One Lakh only) per incident/shipment or any other amount determined at QwikNex's sole discretion.

Furthermore, the user shall not hand over counterfeit or fraudulent products/shipments to QwikNex or its courier vendors. Any violation of this condition will attract the consequences outlined in **Annexure-B**.

The consequences of shipping non-essential items in government-prohibited areas and disputed shipments/cases are also detailed in **Annexure-B**.

- **Shipping of Documents:** If the user intends to use the QwikNex platform for shipping documents, letters, or similar items, the user must agree to specific terms and conditions for document shipping with QwikNex. In the absence of such agreed terms, document-related orders/shipments will be processed in accordance with the prevailing terms and conditions of QwikNex.
- The user understands, agrees, and acknowledges that QwikNex, through its logistics vendors, acts solely as a bailee of the goods/products and cash and is not an insurer of the same. The user expressly waives all rights and claims against QwikNex and its logistics vendors related to insurance principles.
- In case of a damaged, pilfered, tampered, pressed, or leaked shipment, the receiver must mention negative remarks on the Proof of Delivery (POD) copy to be eligible for a claim. If no such remarks are explicitly recorded on the POD copy stating the specific damage, pilferage, tampering, pressing, or leakage, QwikNex shall not entertain any claim at any point in time.
- Claims for any damage, pilferage, tampering, or leakage of a booked article, good, or shipment shall be considered only if the outer packaging, as done by the shipper, is visibly damaged, altered, or tampered with. If the outer packaging remains intact, no claims for internal damage, pilferage, tampering, or leakage shall be entertained by QwikNex.
- Any disputes related to damage, pilferage, tampering, leakage, non-receipt of delivery, or fake delivery must be raised within **48 hours** of receipt/delivery of the shipment.

Additionally, requests for a shipment's POD will not be entertained beyond **72 hours** from delivery or Return to Origin (RTO) of the shipment.

- The user must ensure that the destination address, as well as all relevant details and documents (including but not limited to the **e-way bill number and a valid GST invoice**), are correctly provided while booking or handing over a shipment. If any incorrect or incomplete information or documents are provided, the shipment may be returned to the origin, and the user shall be liable for both forward and RTO shipping charges. Additionally, any damages, penalties, or taxes imposed by statutory authorities during transit due to incorrect documentation shall be borne by the user. These charges are **non-refundable**, and no claim for reimbursement will be entertained. Furthermore, QwikNex reserves the right to levy damages/charges (including applicable GST) of ₹1,00,000/- (Rupees One Lakh only) per shipment, or any other amount at its sole discretion, in case of a breach of this clause.
- If the value of the goods/shipment is **₹50,000/- or more**, then an **e-way bill is mandatory**, the user must provide a valid e-way bill (for both forward and/or RTO shipments) at the time of Pickup to the Courier agent. If the user fails to provide the required e-way bill at the time of Pickup, the shipment shall not proceed further and may be marked as **"Disposed"**, and QwikNex shall not be held responsible for any claims.

3. Fees

- The User agrees that the applicable shipping rate will be charged as per the rates agreed upon in writing/email communication or as per the prevailing rates mentioned on the live calculator link in the User's admin panel.
- QwikNex reserves the right to apply additional charges over and above the base shipping rates and QwikNex service charges, including COD charges and other applicable fees, as reflected on the live calculator link in the User's admin panel.
- QwikNex has the right to modify the rates mentioned on the live calculator link in the User's admin panel at its discretion.

- Goods and Services Tax (GST) and other applicable taxes shall be levied as per prevailing taxation laws.
- Volumetric weight is calculated using the formula $L \times B \times H / 5000$ in B2C shipment and formula $L \times B \times H / 4500$ in B2B shipment for all courier companies. Additional charges, such as address correction charges, if applicable, shall be charged separately. The chargeable weight will be determined based on either the **dead/dry weight or volumetric weight, whichever is higher**. (Measurement shall be calculated in Centimeter)
- If the declared weight of a shipment is found to be less than the actual weight, the shipping charges will be revised accordingly. The User will be notified of the weight discrepancy on the dashboard and given **seven (7) working days** to either accept or reject the updated weight. If the User accepts the revised weight, it will be billed accordingly. If the User rejects the updated weight, billing will be paused until the issue is resolved. However, if the User neither accepts nor rejects the updated weight within **seven (7) working days**, it will be automatically accepted. For the purposes of this clause, “working days” refers to days when QwikNex is open for business, excluding **Saturdays, Sundays, and holidays declared by QwikNex**.
- If QwikNex determines that the User is shipping (or has shipped) goods/shipments where the declared weight is lower than the actual weight, QwikNex reserves the right to **retain custody** of such shipments and dispose of them within **30 days of retention**. Additionally, QwikNex may levy damages/charges (including applicable GST) of **₹1,00,000/- (Rupees One Lakh only) per shipment**, or any other amount at its sole discretion.
- Unless otherwise agreed by the parties, **remittance of COD amounts** to the User shall be processed within **15 (fifteen) days** from the delivery date of the shipment, subject to the **remittance cycle followed by QwikNex**, which is currently **on the 1st and 15th day of every month**.

- The COD amount will **not** be paid (or must be refunded by the User, if already paid) for shipments originally booked on COD but later modified.
- If a COD amount has already been remitted to the User due to an incorrect “delivered” status updated by the courier vendor, QwikNex reserves the right to **deduct the same from future COD payments**. Additionally, if QwikNex is unable to remit the COD amount to the User within **365 days** from the due date due to reasons not attributable to QwikNex (including incorrect bank details provided by the User), the User waives all rights and claims to the unpaid COD amount, and QwikNex shall have the unconditional right to **forfeit such unclaimed COD amounts after 365 days**.

Any queries related to **COD remittance** must be raised via a support ticket at hello@QwikNex.com. For any claims made by the User, a **signed copy of the manifest sheet** (as proof of pickup by the courier company) must be submitted along with the claim request. Without a signed manifest, the claim request will not be considered valid.

- Said to contain basis & inspection: It is expressly agreed between the parties that all products delivered by QwikNex or its logistics vendors are on a **“SAID TO CONTAIN BASIS”**. This means that QwikNex and its logistics vendors are **not obligated or expected to verify the description or contents** of the shipment as declared by the User on the docket. The User must ensure that all declarations on the docket regarding **description, value, and type of shipment** (including prepaid, replacement, or gift shipments) are accurate, truthful, and complete. QwikNex shall not be held responsible in any way for the **merchantability or authenticity** of the products shipped.

4. **Prepaid Account Terms & Conditions**

- The User agrees to deposit an amount into their respective account to use QwikNex’s services under the **prepaid model**. This Clause **4** shall apply **only** to prepaid accounts.
- The User may recharge their account by clicking on the **Recharge Link** in the **User Admin Panel** and selecting an amount based on their business requirements. This amount can be utilized for both **air and surface shipping**.
- QwikNex reserves the right to **activate** the User’s account upon receipt of the shipping credit.

- The User agrees that the **shipment weight** will be **automatically deducted** from their available credit. As per QwikNex's logistics norms, a **minimum chargeable weight of 0.5 kg (or in multiples)** shall apply for air shipping. While courier companies may have different weight charge policies, the **final charges** will be adjusted from the User's **QwikNex wallet balance** after shipment pickup.
- QwikNex will issue an invoice, which will be automatically adjusted against the credit in the User's account under the following conditions:

(I) If the invoice amount exceeds the available credit:

- The freight invoice will be marked as **unpaid** and will remain visible in the **User Panel and Invoice History**.
- If the invoice remains unpaid, the User's **shipping services will be suspended**.
- To continue using QwikNex's services, the User must **recharge their account** to cover both the outstanding invoice and the new shipping limit.

(II) If the invoice amount is less than the available credit:

- The invoice amount will be **automatically adjusted** from the credit balance and marked as **paid**.
- The User may continue using QwikNex services with the remaining credit.
- If the freight invoice has already been adjusted from the credit balance, it will be generated and marked as **paid**.
- The User is responsible for verifying their invoices and notifying QwikNex within **five (5) working days** in case of any disputes regarding invoice contents.
- For any **claims** related to incorrect freight charges, missing COD amounts, pilferage, or in-transit damage, the **signed manifest sheet** (as proof of shipment pickup) must be submitted with the claim request. Claims without a **signed manifest** will not be considered valid.
- If, due to any reason (including but not limited to **weight discrepancies**), the User's QwikNex **wallet balance becomes negative**, QwikNex reserves the right to **hold, retain, or adjust COD amounts** from the User's shipments.

- The credit balance in the **QwikNex wallet** will remain available for **shipment bookings for up to 3 years** from the date of the last shipment. If no shipments are booked for a continuous period of **3 years**, QwikNex shall have the **unconditional right** to forfeit the remaining credit balance after the **expiry of 3 years** from the last shipment date.
- The User may request a **refund** of their **QwikNex wallet balance**. Such refunds will be processed under the following conditions:
 - The refund will be made **only to the original source/mode of payment**.
 - The User must provide **necessary KYC documents** to process the refund.
 - QwikNex reserves the right to:
 - **Reject** refund requests where the requested refund source differs from the original payment source.
 - **Levy a surcharge** if the refund is requested to a source different from the original payment method.
 - **Charge penalties** if QwikNex determines that the wallet was used for fraudulent or illegal activities.

4A. Secured Postpaid Accounts with Rolling Credit

4A.1 This clause applies **only to secured postpaid accounts with rolling credit** and does not apply to normal prepaid accounts.

4A.2 Users may recharge their account by clicking on the **Recharge Link** in the **User Admin Panel** and selecting an amount based on their business needs. This credit can be used for both **air and surface shipping**.

4A.3 QwikNex reserves the right to **activate** the User's account after receiving the initial shipping credit. QwikNex may then grant a **rolling credit limit** based on the User's shipping activity. Users may also **increase their credit limit** beyond the standard limit by recharging their account/wallet.

4A.4 QwikNex reserves the right to **adjust the utilized credit limit** from the User's **upcoming remittance payments**.

4A.5 The User agrees that shipment weight will be **automatically deducted** from their available credit. For air shipping, the **minimum chargeable weight is 0.5 kg (or in multiples)**.

While courier companies may apply different weight charges, the final charge will be **adjusted from the User's QwikNex wallet balance** after shipment pickup.

4A.6 QwikNex will issue an invoice, which will be automatically adjusted against the credit balance under the following conditions:

(I) If the invoice amount exceeds the available credit:

- The freight invoice will be marked as **unpaid** and will remain visible in the **User Panel and Invoice History**.
- If the invoice remains unpaid, the User's **shipping services will be suspended**.
- To continue using QwikNex services, the User must **recharge their account** to cover the outstanding invoice and new shipping limit.

(II) If the invoice amount is less than the available credit:

- The invoice amount will be **automatically adjusted** from the credit balance and marked as **paid**.
- The User may continue using QwikNex services with the remaining credit.
- If the freight invoice has already been adjusted from the credit balance, it will be generated and marked as **paid**.

4A.7 The User is responsible for verifying invoices and notifying QwikNex within **five (5) working days** in case of any disputes regarding invoice contents.

4A.8 For any **claims** related to incorrect freight charges, missing COD amounts, pilferage, or in-transit damage, the **signed manifest sheet** (as proof of shipment pickup) must be submitted with the claim request. Claims without a **signed manifest** will not be considered valid.

4A.9 If, due to any reason (including but not limited to **weight discrepancies**), the User's **QwikNex wallet balance becomes negative**, QwikNex reserves the right to **hold, retain, or adjust COD amounts** from the User's shipments.

4A.10 The credit balance in the **QwikNex wallet** will remain available for **shipment bookings for up to 3 years** from the date of the last shipment. If no shipments are booked for a continuous period of **3 years**, QwikNex shall have the **unconditional right** to forfeit the remaining credit balance after the **expiry of 3 years** from the last shipment date.

5. Returns / Return to Origin (RTO) Policy

- QwikNex reserves the right to **return shipments** to the User if they are not accepted by the end customer for any reason.

- QwikNex reserves the right to apply **Return to Origin (RTO) charges** as per the prevailing rates, which can be accessed via the **live calculator link** available in the **User Admin Panel**.
- The User must ensure that all **returned shipments** are accepted at the designated location(s) specified by them and must provide the corresponding **Airway Bill (AWB) number** against which the shipment is being returned.
- If the User fails to accept the **RTO shipment** or is **unreachable**, QwikNex reserves the right to levy **demurrage or incidental charges** for the extended storage of such products beyond **seven (7) business days** from the initiation of the return, up to a maximum period of **forty-five (45) days**.
- If the User **fails to accept the returned shipment** within **ten (10) days** from the first RTO undelivered date or the first RTO delivery attempt, QwikNex shall have the right to **dispose of the shipment**.
- The User will **forfeit all claims** over such products and will also be responsible for paying **disposal charges** along with all other applicable fees (including demurrage or incidental charges).
- Additionally, in such cases, QwikNex shall have the right to:
 - **Retain and adjust** any outstanding amounts/charges from the **COD Amounts** payable to the User within **30 days of retention**.
 - **Retain and dispose of** any shipments of the **defaulting User** that are in the possession of **QwikNex's logistics vendors**, within **30 days of retention**.
 - **Forfeit any security deposit** of the **defaulting User** (if applicable) held by QwikNex.

6. Reverse Pickups

- “Reverse Pickup” refers to the collection of products by QwikNex from the customer’s specified address and their delivery to a location mutually agreed upon by both parties.
- The User acknowledges that in the event of a reverse pickup request, the associated charges will be applied at the prevailing rates.

- QwikNex and its logistics partners will not be responsible for verifying the contents of shipments handed over by customers to the delivery personnel, including:
- **Return to Origin (RTO) shipments** – shipments returned in the same condition as originally dispatched by the User.
- **Closed box reverse pickup shipments** – shipments that have been opened and subsequently repacked by the customer.

The packaging of such shipments remains the sole responsibility of the customer and must be secure enough to prevent damage in transit. The end customer bears full responsibility for the contents of the packed consignment. QwikNex and its logistics partners will not be liable for any shortages or damages unless caused by QwikNex's gross negligence.

7. **Liability for Forward Delivery**

- Subject to the provisions of this Agreement, QwikNex's maximum liability per shipment shall be capped at INR 1,000/- (Indian Rupees One Thousand only) in respect of any claim that is not otherwise covered under any other clause of this Agreement and is raised by the User. All claims must be submitted within the timelines specified under this Agreement, and in any event, no later than thirty (30) days from the date of shipment pickup. Failure to submit the claim within the stipulated period shall result in forfeiture of the User's right to raise any such claim. Each claim must be accompanied by a copy of the signed shipping manifest and any other documents as may be reasonably required by QwikNex for verification and processing.

8. **Clarifications regarding claims:**

9. If the User raises a claim for damage, loss, or theft, QwikNex will compensate the lesser of INR 1,000/- or the product value of the shipment. However, if the User submits a request within 7 days of the loss/damage declaration for a Certificate of Facts (COF) from the courier company, QwikNex will facilitate the COF but will not be liable for compensation.

1. Compensation for damaged shipments will be determined based on the percentage of damage relative to the total product value.

1. If the User has already received a claim amount due to an incorrect shipment status, and the shipment is later located and delivered or returned, the User must refund the credited claim amount. This may be deducted from the User's wallet, future COD settlements, or other available funds.

- The User must notify QwikNex in writing within:
 - **48 hours** of delivery for claims related to damage, pilferage, tampering, leakage, or fraudulent delivery.
 - **30 days** from the pickup date for claims related to loss or theft.
- QwikNex and its courier partners shall not be liable for any damages to shipments containing liquids or fragile items, including but not limited to liquid cosmetics, beauty products, perishable goods, and glass items.

9. Termination

QwikNex's services remain active for **10 (ten) days** from the date of the last unpaid invoice. The User will be charged for the period covered by the invoice. To avoid additional charges, termination must be requested **before** the next billing cycle begins or before a new invoice is generated. Cancellation requests submitted after an invoice is generated will not be considered for the current billing cycle.

No pro-rated refunds will be provided for the remaining service period in an ongoing billing cycle.

To request termination, the User must email **hello@QwikNex.com** with the following details:

- User's name
- Store name & Company ID
- Reason for termination

Annexure – B

Indicative list

Dangerous Goods:

1. Oil-based paint and thinners (flammable liquids)
2. Industrial solvents
3. Insecticides, garden chemicals (fertilizers, poisons)
4. Lithium batteries
5. Magnetized materials
6. Machinery (chain saws, outboard engines containing fuel or that have contained fuel)
7. Fuel for camp stoves, lanterns, torches or heating elements
8. Automobile batteries
9. Infectious substances
10. Any compound, liquid or gas that has toxic and/or infectious characteristics
11. Bleach
12. Flammable adhesives
13. Arms, ammunitions or any weapon with blade (including but not limited to air guns, flares, gunpowder, firework, knives, swords and antique weaponry)
14. Dry ice (Carbon Dioxide, Solid)
15. Any Aerosols, liquids and/or powders or any other flammable substances classified as Dangerous Goods for transport by Air
16. Alcohol
17. Tobacco and tobacco related products
18. Electronic cigarettes
19. Ketamine

Restricted Items:

1. Precious stones, gems and jewellery (including but not limited to antiques bullion (of any precious metal), diamonds, gold, silver, platinum, trophies related to animal hunting, semi-precious stones in any form (including bricks)
2. Uncrossed (bearer) drafts / cheque, currency and coins
3. Poison
4. Firearms, explosives and military equipment.
5. Hazardous and radioactive material
6. Foodstuff and liquor
7. Any pornographic material.
8. Any Hazardous chemical items (including but not limited to radioactive material, special chemicals, material, equipments and technologies (SCOMET) items, hazardous/chemical waste, corrosive items (acids), machines parts containing oil, grease, toner)
9. Any Plants and its related products (including but not limited to oxidizing substances, sand/soils/ores, sandalwood, wood, wood pulp, edible oils, de-oiled groundnut, endangered species of plants and its parts, asbestos)
10. Any Drugs and Medicines (including but not limited to cocaine, cannabis, LSD, morphine, opium, psychotropic substances, and such other drugs, poisonous goods, contraband (such as illegal/illicit and counterfeit drugs)
11. Any Animals and Human Body related items/product (including but not limited to live stock, cremated or disinterred human being's remains, human being and any animal embryos, human being and any animal remains, human being and any animals corpses, organs/body parts of human being and any animals)

QwikNex's Policy on Counterfeit and Fraudulent Shipments

QwikNex is committed to conducting all business activities in strict compliance with applicable industry regulations and Indian laws, while upholding the highest ethical standards. In line with this commitment, QwikNex maintains a zero-tolerance policy regarding counterfeit or fraudulent products/shipments, including those misrepresented in origin or quality, as well as fake, cloned, or duplicate items.

If QwikNex determines that you or your customer are involved in shipping or selling (or have shipped) counterfeit or fraudulent products/shipments—such as counterfeit electronic devices, including but not limited to mobile phones, smartwatches, and similar products—QwikNex reserves the right to:

1. a) **Seize** such products/shipments;
2. b) **Report** the incident to the relevant government authorities or police;
3. c) **Blacklist** you or your customer from conducting business with QwikNex;
4. d) **Impose liquidated damages** of up to ₹10,000 per counterfeit/fraudulent shipment (amount to be determined at QwikNex's sole discretion), along with applicable GST, to cover estimated legal expenses, or actual expenses if they exceed this threshold;
5. e) **Levy additional liquidated damages** of up to ₹1,00,000 (plus applicable GST) for reputational and goodwill loss suffered by QwikNex (amount to be determined at QwikNex's sole discretion);
6. f) **Charge a security deposit** (amount to be determined at QwikNex's sole discretion) to cover potential future losses arising from counterfeit/fraudulent shipments, and withhold/adjust the entire COD amount of yours or your customer's funds held by QwikNex or its courier partners;
7. g) **Seize all products** belonging to you or your customer that are in QwikNex's custody or with its courier partners and, without prior notice, dispose of them after a period of 30 (thirty) days from the date of seizure.

QwikNex's Policy on Disputed Shipments and Shipping Restrictions

1. Disputed Shipments

QwikNex reserves the right, at its sole discretion, to impose damages/charges (along with applicable GST) on you for shipments or cases that are disputed by courier companies, your customers, or any third party (including government authorities or departments). The amount of such damages/charges shall be determined solely by QwikNex and may vary on a case-by-case basis.

2. Shipping Non-Essential Items in Government-Restricted Areas

If QwikNex determines that you are shipping (or have shipped) non-essential items/products into restricted or prohibited areas—such as red zones or containment zones designated by the Central or relevant State Governments of India—QwikNex reserves the right to:

- Levy a penalty or liquidated damages of ₹10,000 per shipment (plus applicable GST) to cover estimated legal expenses and reputational or goodwill loss suffered by QwikNex, or
- Recover actual damages, losses, or expenses if they exceed the ₹10,000 threshold, as determined at QwikNex's sole discretion.

