

PICKNPARCEL'S TERMS AND CONDITIONS OF CARRIAGE

(“Terms and Conditions”)

When ordering PickNParcel’s services you, as “Shipper”, are agreeing, on your behalf and on behalf of the receiver of the Shipment (“Receiver”) and anyone else with an interest in the Shipment that these Terms and Conditions shall apply.

“Shipment” means all documents or parcels that travel under one waybill and which may be carried by any means PickNParcel chooses, including air, road or any other carrier. A “waybill” shall include any Shipment identifier or document produced by PickNParcel or Shipper automated systems such as a label, barcode, waybill or consignment note as well as any electronic version thereof. Every Shipment is transported on a limited liability basis as provided herein. If Shipper requires greater protection, then Shipment Value Protection may be arranged at an additional cost. (Please see below for further information). “PickNParcel” means any member of the PickNParcel’s Network/Company.

1 ELIGIBILITY

Use and access to the Website and registration to be a Customer is available to all persons who have attained the age of majority i.e. is or above 18 years of age, can be legally bound, is of sound mind and who are not disqualified or declared incompetent under the Indian Contract Act, 1872. A minor i.e. under the age of 18 years, you shall not register as a user of the Website and shall not access, transact on or use the Website. If a minor wish to use, access, transact or use the Website, such use, access or transact shall be made by your parents or your legal guardian. PickNParcel reserves the right to terminate your membership and/or refuse to provide you with access to the Website if it is brought to PickNParcel’s notice or if it is discovered that you are under the age of 18 years. PickNParcel does not take any kind of responsibility if any of the conditions are not complied with.

2 CUSTOMS CLEARANCE

PickNParcel may perform any of the following activities on Shipper’s or receiver’s behalf in order to provide its services:

- a. Complete any documents, amend product or service codes, and pay

any duties, taxes or penalties required under applicable laws and regulations (“Customs Duties”),

- b. Act as Shipper’s forwarding agent for customs and export control purposes and as Receiver solely for the purpose of designating a customs broker to perform customs clearance and entry and
- c. Redirect the Shipment to Receiver’s customs broker or other address upon request by any person who PickNParcel believes in its reasonable opinion to be authorized.

3 UNACCEPTABLE SHIPMENTS

A Shipment is deemed unacceptable if:

- no customs declaration is made when required by applicable customs regulations,
- it contains counterfeit goods, animals, bullion, currency, gem stones; weapons, explosives and ammunition; human remains; illegal items, such as ivory and narcotics,
- it is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), ADR (European Road Transport Regulation on dangerous goods) or other relevant organization (“Dangerous Goods”),
- its address is incorrect or not properly marked or its packaging is defective or inadequate to ensure safe transportation with ordinary care in handling,

it contains any other item which PickNParcel decides cannot be carried safely or legally

4 DELIVERIES AND UNDELIVERABLE

Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Receiver’s address given by Shipper but not necessarily to the named Receiver personally. Shipments to addresses with a central receiving area will be delivered to that area.

PickNParcel may notify Receiver of an upcoming delivery or a missed delivery. Receiver may be offered alternative delivery options such as delivery on another day, no signature required, redirection or collection at a PickNParcel’s Service Point. Shipper may exclude some delivery options on request.

If the Shipment is deemed to be unacceptable as described in Section 3, or it has been undervalued for customs purposes, or Receiver

cannot be reasonably identified or located, or Receiver refuses delivery or to pay Customs Duties or other Shipment charges, PickNParcel shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against Customs Duties, Shipment charges and related administrative costs with the balance of the proceeds of a sale to be returned to Shipper. PickNParcel shall have the right to destroy any Shipment which any law prevents PickNParcel from returning to Shipper as well as any Shipment of Dangerous Goods.

5 INSPECTION

PickNParcel has the right to open and inspect a Shipment without notice for safety, security, customs or other regulatory reasons.

6 SHIPMENT CHARGES AND FEES

PickNParcel's Shipment charges are calculated according to the higher of actual or volumetric weight per piece and any piece may be re-weighed and re-measured by PickNParcel to confirm this calculation.

Shipper, or the Receiver when PickNParcel acts on Receiver's behalf, shall pay or reimburse PickNParcel for all Shipment or other charges due, or Customs Duties owed for services provided by PickNParcel or incurred by PickNParcel on Shipper's or Receiver's behalf. Payment of Customs Duties may be requested prior to delivery.

If PickNParcel uses its credit with the Customs Authorities or advances any Customs Duties on behalf of a Receiver who does not have an account with PickNParcel, PickNParcel shall be entitled to assess a fee.

7 PICKNPARCEL'S LIABILITY

The Carrier shall not be liable for any loss arising due to:

- a. any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, riot, strike or civil commotion
- b. damage of any property whatsoever or any loss or expenses whatsoever, resulting or arising therefrom, or any consequential

loss or any legal liability of whatsoever nature, directly or indirectly, caused or contributed to by, or arising from:

- i. ionizing radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
 - ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c. damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic.
 - d. delay, loss of market, or consequential loss of any kind
 - e. any consequence of wear and tear, frost, damp, mildew, rust, vermin, moth, insect, inherent vice, depreciation or deterioration (unless directly consequent upon fire, theft or overturning or collision of the conveying vehicle)
 - f. breakage of glass, china or other articles of a similar nature, bruising and scratching of furniture, leakage, spillage or electrical or mechanical derangement (unless directly consequent upon fire, theft or overturning or collision of the conveying vehicle)
 - g. damage due to clerical errors or omissions of property delivered wholly or partly to the wrong consignee.
 - h. damage due confiscation, requisition, embargo, nationalisation or destruction by any Government or Local Authority or inadequate or inaccurate documentation
 - i. in the case of damage to any part of a machine consisting (when complete for sale or use) of several parts, any claim other than for the value of the part damaged and for charges incidental to replacement thereof
 - j. theft, or any attempt thereat, of non-ferrous metals, wines spirits, tobacco, cigarettes, cigars, domestic audio and television equipment and domestic appliances

8 LIABILITY OF THE CARRIER

- a. The Carrier shall be liable for loss or damage by reason of theft or any attempt thereat (except as provided for by clause 7 (j) of these conditions or in respect of any item covered by any other clause herein.
- b. The Carrier shall only be liable for any loss or damage to goods for non-delivery if it is proved that the loss, damage, non-delivery or mis delivery occurred whilst the goods were in the actual custody of the Carrier, under its actual control, and that such loss, damage, non-delivery was due to the negligence or default of the Carrier. In the

event of the Carrier providing a vehicle for transporting the goods accompanied by an employee or the servant of the Customer then such goods and any personal effects of such employee or servant shall be solely at the risk of the Customer and the Carrier shall incur no liability of any kind in respect thereof

- c. The Carrier shall only be liable for any noncompliance or mis compliance with instruction given by the Customer if it is proved that the same was caused by the negligence or default of the Carrier
- d. Without prejudice to the generality of the foregoing, the Carrier shall be under no liability whatsoever arising from any delay, which is not due to the negligence or default of the Carrier
- e. Save as aforesaid, the Carrier shall be under no liability whatsoever, howsoever arising and whether in respect of or in connection with any goods or any instructions, business advice, information, service, or otherwise.

9 LIMITATION OF LIABILITY

- a) To the maximum extent permitted by applicable law, in no event shall PickNParcel be liable for any direct, indirect, incidental, punitive, special or consequential damages, for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever arising out of or in any way related to the use or inability to use the website and any loss or damage arising out of or in relation to acts of god or act of third party that is beyond the control of PickNParcel.
- b) The liability of the PickNParcel shall be limited to local currency 100 in respect of any one consignment of goods for any one Customer for any loss or damage to any goods arising by reason of any accident, theft (or any attempt thereat) or negligence of PickNParcel.
- c) The PickNParcel shall not be liable for any loss of any part of any consignment of goods (whether comprising one or more packages or parcels), or for the loss or non-delivery of the whole of any consignment of goods, or for damage or delay or detention thereof or any part thereof, however caused unless PickNParcel is advised thereof in writing of the general nature of the loss or damage or mis delivery (as the case may be) within 5 working days of the loss, damage or mis delivery occurring and a qualified claim is made within 28 days after the occurrence. "Working days" shall

mean Saturdays to Thursdays (inclusive) but excluding Bank holidays and Public holidays.

10 CLAIMS

All claims must be submitted in writing to PickNParcel within thirty (30) days from the date that PickNParcel accepted the Shipment, failing which PickNParcel shall have no liability whatsoever. Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith.

11 SHIPMENT VALUE PROTECTION

PickNParcel may be able to arrange Shipment Value Protection covering the value in respect of loss of or damage to the Shipment, provided that the Shipper so instructs PickNParcel in writing, including by completing the Shipment Value Protection section on the front of the waybill or by PickNParcel's automated systems and pays the applicable premium. Shipment Value Protection does not cover indirect loss or damage, or loss or damage caused by delays.

12 CIRCUMSTANCES BEYOND PICKNPARCEL'S CONTROL

PickNParcel is not liable for any loss or damage arising out of circumstances beyond PickNParcel's control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to PickNParcel; any act or omission by a person not employed or contracted by PickNParcel - e.g. Shipper, Receiver, third party, customs or other government official; "Force Majeure" - e.g. earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, civil commotion, or industrial action.

13 SHIPPER'S WARRANTIES AND INDEMNITIES

Shipper shall indemnify and hold PickNParcel harmless for any loss or damage arising out of Shipper's failure to comply with the following warranties and representations:

- All information provided by Shipper or its representatives is complete and accurate;

- The Shipment is acceptable for transport under Section 2 above;
- The Shipment was prepared in secure premises by reliable persons and was protected against unauthorized interference during preparation, storage and any transportation to PICKNPARCEL;
- Shipper has complied with all applicable customs, import, export, data protection laws, sanctions, embargos and other laws and regulations; and
- Shipper has obtained all necessary consents in relation to personal data provided to PICKNPARCEL including Receiver's data as may be required for transport, customs clearance and delivery, such as e-mail address and mobile phone number.

14 ROUTING

Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places.

15 GOVERNING LAW, JURISDICTION AND ARBITRATION

These conditions are governed by and construed in accordance with the laws of India. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Mumbai and no other court, over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions.

GOVERNING LAW & ARBITRATION

- a) This Agreement shall be governed by the laws of India. The Courts in Mumbai shall have exclusive jurisdiction over the subject matter of this Agreement.
- b) All disputes arising under or in relation to this Terms shall be referred to arbitration before a sole arbitrator. If the Parties fail to agree on the appointment of a sole arbitrator in the event of any dispute or differences arising out of or in connection with this agreement, then the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Section 29 B of [Indian] Arbitration and Conciliation

Act, 1996 (the “Act”). The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.

- c) The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai. The award passed in the arbitration proceedings shall be final and binding on both the parties.
- d) The cost of arbitration proceedings shall be equally borne by both the parties.
- e) Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

16 COMMUNICATIONS

When you send e-mails to us, you understand that you are communicating with us electronically. You consent to receive communications via electronic records from us periodically and as and when required. We may communicate with you by e-mail, SMS, phone call and / by any other mode of communication. However, we do not assure any confidentiality or security of information provided to us from your side.

17 INDEMNITY

You shall indemnify and hold PickNParcel, its subsidiaries, affiliates and their respective officers, directors, agents and employees harmless from any claim or demand, or actions including reasonable attorney's fees and expenses made by any third party or penalty imposed due to or arising out of your breach of these Conditions of Use or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party.

You hereby expressly release PickNParcel and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the advertisers and specifically waiver any claims or demands that you may have in this behalf under any statute, contract or otherwise.

18 SEVERABILITY

If any provision in this Terms becomes invalid or illegal or adjudged unenforceable, the provision shall be deemed to have been severed from this Terms and the remaining provisions of this Terms shall not, so far as possible, be affected by the severance.

19 WAIVER

The failure of the PickNParcel to enforce at any time any of the provisions of this Terms shall not be construed to be a waiver of its right, power, privilege or remedy or as a waiver of any preceding
The failure/breach on your behalf to comply with PickNParcel's conditions and we take no action, we will still be entitled use our rights and remedies in any other situation where you breach these conditions.

20 FORCE MAJEURE AND ACT OF THIRD PARTIES

The performance of any part of this agreement by PickNParcel shall be excused to the extent that such performance is hindered, delayed, or made impractical by flood, fire, war, or riot or any other cause beyond the reasonable control of PickNParcel or act of any third party beyond the control of PickNParcel including but not limited to hacking, data theft, unauthorized access to your account, impersonation, fraud, misrepresentation and so on.

21 ALTERATION OR AMENDMENTS TO THE CONDITIONS

PickNParcel can update, modify, suspend, discontinue or change any part of these Terms from time to time The revised Terms will be posted as notification here on this Website. Member/ Users are encouraged to periodically check this page to stay informed about changes to our Terms. The revised Terms will be effective from the modified date. You acknowledge and agree that it is your responsibility to review these Terms periodically and be aware of modifications. If you disagree to any of the changes to the Terms, please refrain from accessing, using or availing the services of the Website. Your continued access or use or availing of the Website following the posting of revised Terms will indicate your acceptance and acknowledgement of the changes and you will be bound by it.

22 NOTICES AND TAKE DOWN POLICY

This notice is specifically given that PickNParcel is not responsible for the contents. All notices to PickNParcel hereunder shall be in writing and shall be duly given if delivered personally or sent by registered mail, return receipt requested, or facsimile to the following Address or emailed to the following email id: support@picknparcel.com

B-413, 119 Business Point, Near Sahar Cargo Complex, Sahar Road, Andheri East, Mumbai – 400099

ADDITIONAL TERMS

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

PICKNPARCEL.COM may provide third party information and links to other websites that are not affiliates of or operated or controlled by PICK N PARCEL including but not limited to payment gateways or social networking websites. PICK N PARCEL is not responsible for any form of transmission, whatsoever, received by you from any third party website and accordingly does not make any representations concerning the privacy practices or other policies of such third party websites. Under no circumstances shall PICK N PARCEL be deemed to control or guarantee the accuracy, integrity, or quality of the information, data, text, software, sound, photographs, graphics, videos, cookies, messages or other materials available on such websites. Any user Information provided by you to such third party websites shall be governed in accordance with the privacy policies of such websites and it is

recommended that you review the privacy policy of such websites prior to using such websites.

PICK N PARCEL may collect personal information from our visitors on a voluntary basis. Personal information may include name, title, company, address, phone number, email address, and other relevant data.

PICK N PARCEL take no responsibility of the third party payment portals or websites and/or their contents listed on our website (www.picknparcel.com) and disclaim all our liabilities arising out of any or all third party websites.

We disclaim all liabilities and take no responsibility for any information that may be collect by third party websites.

IN NO EVENT WILL PICK N PARCEL OR IT'S REPRESENTATIVES BE LIABLE FOR ANY DAMAGES, ARISING OUT OF OR RELATED TO MISUSE OF PERSONAL INFORMATION OF THE CUSTOMER AND THE CUSTOMER IS SOLELY LIABLE FOR SUCH ACTS AND THEY ARE ADVISED NOT TO SHARE THEIR CONFIDENTIAL INFORMATION LIKE PICK N PARCEL PASSWORD, OTP, CREDIT/DEBIT CARD EXPIRY AND CVV WITH ANYONE EVEN THOUGH THEY CLAIM TO BE A PICK N PARCEL EMPLOYEE. NONE OF OUR EMPLOYEE WILL ASK FOR SUCH CONFIDENTIAL INFORMATION.

PICK N PARCEL takes no responsibility of the third party payment portals or websites and/or their contents listed on our website (www.picknparcel.com) and disclaim all our liabilities arising out of any or all third party websites. PICK N PARCEL does not store any payment related data such as Credit Card / Debit Card information, UPI handles etc.

No legal liabilities of any kind whatsoever arises from the operations part of PICK N PARCEL towards the technology development team of PICK N PARCEL

PICK N PARCEL processes all pick up and deliveries through reputed couriers empanelled with us. For most couriers you will also be able to track the shipment's exact location so that you are updated about when you will receive your product.

Customs delays are not liability of carriers or PNP, as customs can take their own time to process or any have any reason to hold / reject the shipment as per their governing policy.

PICK N PARCEL cannot guarantee that this web site shall be available on an uninterrupted basis and we will not be liable for any losses, costs or damages resulting from this web site not being accessible or for delays in access.

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This document is published in accordance with the provisions of Rule 3 (1) & (2) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, Privacy Policy and Terms for access or usage of PickNParcel Website.

I have read and understood the Terms and Conditions and I hereby, out of my free will, unconditionally accept to be bound by the same.

Last Modified: February, 2021

Further information is available on the PICKNPARCEL website (www.PickNParcel.com) or from PICKNPARCEL Customer Service.