

Reference clauses for drafting static terms of the transaction level contract

Version History

Version	Date	Description / Changes
0.1	2023-05-08	First Draft
0.2	2023-09-25	Second Draft
0.3	2023-11-03	Third Draft (incorporating comments from NPs)
1.0	2024-02-16	Fourth Draft
2.0	2024-04-09	Final Draft

Business Partnership Agreement

This Business Partnership Agreement is entered into between

Mahindra Logistics Limited, a company incorporated under the Companies Act, 2013 having its registered office at Mahindra Towers, P.K. Kurne Chowk, Worli , Mumbai : 400018 (hereinafter referred to as Logistics Service Provider or LSP), and

Seller or Buyer Network Participant that is part of the ONDC Network which is desirous of availing logistic services from LSP ((hereinafter referred to as Logistics Buyer).

XYZ and Logistics Buyer are hereinafter collectively referred to as the Parties and individually as the Party.

The terms and conditions provided hereinafter including the conditions exchanged between the Parties through the ONDC Protocol Specifications (Confirmation) will govern the relationship between the Parties.

1. All terms used herein, unless the context otherwise requires or unless specifically defined herein, shall have the meanings ascribed to them in the ONDC Network Policy or ONDC Network Participant Agreement, as the case may be.
2. **General Obligations:**
 - 2.1. Each Party will make payment or fulfil the Order specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.
 - 2.2. Either Party may change its account for receiving a payment by giving notice to the other Party at least five Business Days prior to the scheduled settlement date for the payment to which such change applies.
 - 2.3. All payments under this Agreement will be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by any applicable law, as modified by the practice of Competent Authority, then in effect and as permitted under the Confirmations.
3. **Logistics Buyer - Cancellation (Pre-Shipment - Pre RTS/Post RTS)**

Order Type	Cases	Case Description	Delivery Type	Resolution Remarks
All type of Order (OFD/Make to Order/Non-OFD)	Case 1 Pre RTS	Logistics Buyer requests cancellation - Before Order is marked for RTS	Hyperlocal & Intercity	Logistics Buyer will not be liable to pay any amount to LSP on cancellation of such orders.
	Case 2 Post RTS - Pre Pickup	Logistics Buyer requests cancellation - After Order is marked RTS but not picked up		Logistics Buyer will be liable to pay Rupees 20 to LSP on cancellation of such orders if the pickup TAT has not breached.

4. Logistics Buyer - Cancellation (Post-Shipment - Pre Delivery)

Order Type	Cases	Case Description	Delivery Type	Resolution Remarks
All type of Order (OFD/Make to Order/Non-OFD)	Case 1a Order Picked Up With No Pickup Breach)	Logistics Buyer requests cancellation - when the order is picked up by Logistics Service Provider within Promised Pickup time + 5 Minutes (15 minutes promised + 5 Extra Minutes)	Hyperlocal & Intercity	Logistics Buyer will be liable to pay quoted amount (Forward +RTO) to Logistics Service Provider on cancellation of such orders.
	Case 2a Order Picked up With Pickup Breach)	Logistics Buyer requests cancellation - when the order is picked up by Logistics Service Provider but not within Promised Pickup time + 5 Minutes (15 minutes promised + 5 Extra Minutes)		Logistics Buyer will not be liable to pay quoted amount (Forward +RTO) to Logistics Service Provider on cancellation of such orders

Order Type	Cases	Case Description	Delivery Type	Resolution Remarks
All type of Order (OFD/Make to Order/Non-OFD)	Case 1 ETA Breach	Logistics Buyer requests cancellation - when the order is shipped but not delivered within ETA + 10minutes	Hyperlocal & Intercity	Such shipments will not be cancelled but marked RTO in case buyer cancels the order. ETA breach is calculated based on 1st attempted date and exceptions due to unforeseen circumstances will be communicated to the customer in time and will not be counted as breach.

	Case 2 No ETA Breach	Logistics Buyer requests cancellation - when the order is shipped and is yet to be delivered within ETA + 10 Minutes		Logistics Buyer will be liable to pay the quoted amount (Forward +RTO) to the Logistics Service Provider on cancellation of such orders.
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5. Logistics Service Provider - Cancellation (Pre-Shipment - Pre RTS & Post RTS)

Order Type	Cases	Case Description	Delivery Type	Resolution Remarks
All type of Order (OFD/Make to Order/Non-OFD)	Case 1 Pre- RTS No ETA Breach	LSP requests cancellation - when the order is not marked RTS where ETA +10 Minutes is not impacted.	Hyperlocal & Intercity	Logistics Buyer will not be liable to pay any amount to LSP on cancellation of such orders.
	Case 2 Pre- RTS ETA Breach	LSP requests cancellation - when the order is not marked RTS where ETA + 10 Minutes time is impacted		Logistics Buyer will not be liable to pay any amount to LSP on cancellation of such orders.
	Case 3 Post-RTS - Pre Pickup No Promised Pickup Breach	Logistics Service Provider requests cancellation - After Order is marked for RTS but not picked up where ETA + 0 minutes time is not impacted		<p>If pickup failure is due to seller, LSPs could charge 10% if the order value is more than 250rupees, if the order value is less than 250rupees, LSPs could charge 25rupees of the pickup cost.</p> <p>If pickup failure is due to LSP, then for Non Made to order, there should be no liability as there is no loss to anyone- But for made to order products, Logistics Buyer will charge the LSP 50% of the order value or 125 amount.</p>
	Case 4 Post-RTS - Pre Pickup Promised Pickup Breach	Logistics Service Provider cancellation - After Order is marked for RTS but not picked up where ETA + 0 Minutes time is impacted		<p>If pickup failure is due to Logistics Buyer, LSPs could charge 25 rupees.</p> <p>If pickup failure is due to LSP, Logistics Buyer will not be liable to pay quote amount to Logistics Service Provider on cancellation of such orders.</p>

				But for made to order products, Logistics Buyer will charge the LSP 50% of the order value or 125 amount
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6. Logistics Service Provider - Cancellation (Post-Shipment - Pre Delivery)

Order Type	Cases	Case Description	Delivery Type	Resolution Remarks
All type of Order (OFD/Make to Order/Non-OFD)	Case 1	Logistics Service Provider requests cancellation - when the order is picked up but not delivered.	Hyperlocal & Intercity	Logistics Buyer will not be liable to pay quote amount to LSP on cancellation of such orders. For made to order products- Logistics Buyer will charge the LSP 50% of the order value or 125 amount For grocery products- LSP will not be liable to pay any amount to Logistics Buyer.

7. Other Commercial terms:

Order type	Cases	Case description	Delivery type	Resolution remarks
All type of Order (OFD/Make to Order/Non-OFD)	Pickup attempts	# Pickup attempts by the LSP	Hyperlocal	Max 2 attempt will be done to pick up the shipment.
All type of Order (OFD/Make to Order/Non-OFD)	Pickup attempts	# Pickup attempts by the LSP	Intercity	Max 2 attempts will be done to pick up the shipment.
All type of Order (OFD/Make to Order/Non-OFD)	Pickup attempts	Reverse pickup attempts	Intercity	Max 1 attempts will be done to pick up the shipment from the customer

All type of Order (OFD/Make to Order/Non-OFD)	Delivery attempts (Forward + RTO + return)	# delivery attempts by the LSP	Hyperlocal	Max 1 attempt will be done to deliver the shipment, after which the shipment will be marked RTO.
All type of Order (OFD/Make to Order/Non-OFD)	Delivery attempts (Forward + RTO + return)	# delivery attempts by the LSP	Intercity	Max 1 attempts will be done to deliver the shipment, after which the shipment will be marked RTO.
	Settlement Window	T+1 days	Hyperlocal Intercity	
	Settlement Basis	On Delivery/ on Return Expiry	Hyperlocal Intercity	
	Proof of Delivery	Delivery + 1 days	Hyperlocal	
	Proof of Delivery	Delivery + 1 days	Intercity	

- a. **Failed RTO:** Logistics Buyer will not be liable to pay the cost of forward shipping, the cost of reverse shipping to the LSP. Also, the LSP will be liable to pay the cost of product or the amount capped as maximum liability of the LSP exchanged in the Confirmation, whichever is lower

8. Refund/Return/Replacement (Post Delivery)

Order Type	Cases	Case Description	Delivery Type	Resolution Remarks
OFD/Make to Order	Case 1 - Wrong order status	The order has been incorrectly marked as delivered, even though the order has never been delivered. Items are lost by LSP and are not delivered.	Hyperlocal & Intercity	Basis the investigation conducted by Logistics Buyer and LSP to identify the source of the issue. Logistics Buyer, will not pay anything to the LSP. LSP will pay the accepted liability amount of the product/ order amount whichever is lower to the logistics buyer.

	Case 2a - Damage	OFD Order - Logistics Buyer raised issue for Quality of product delivered		Basis the investigation conducted by Logistics Buyer and LSP to identify the source of the issue. Logistics Buyer will not pay anything to the LSP. LSP will pay the accepted liability amount of the product/ order amount whichever is lower to the Logistics Buyer.
Non - OFD (Returnable/Non Returnable Product)	Case 1	The order has been incorrectly marked as delivered, even though the order has never been delivered. Items are lost by LSP and are not delivered.	Hyperlocal & Intercity	Basis the investigation conducted by Logistics Buyer and LSP to identify the source of the issue. If the issue source lies with the LSP, Logistics Buyer will not pay anything to the LSP. LSP will either return the shipment back to the Logistics Buyer or will return whatever amount of the product to the Logistics Buyer. If an item is lost LSP will pay the accepted liability amount of the product/ order amount whichever is lower to the Logistics Buyer.
	Case 2	Buyer raised issue for Quality of product delivered		Basis the investigation conducted by Logistics Buyer and LSP to identify the source of the issue. If the issue source lies with the LSP, Logistics Buyer will not pay anything to the LSP. LSP will pay the accepted liability amount of the product/ order amount whichever is lower to the Logistics Buyer. .

- a. Weight Disputes: In case of a mismatch between the weight of consignment as gauged by the Logistics Service Provider and the weight reported by Logistics Buyer:
 - i. If the weight of the consignment as per the LSP is more than what Logistics Buyer have specified at the time of placing the logistics order, the LSP reserves the right to charge Logistics Buyer for any such additional weight
 - ii. If the weight of the consignment as per the LSP is less than what Logistics Buyer have specified at the time of placing the logistics order, LSP reserve the right to provide a discount to Logistics Buyer for the difference.
- b. Insurance: Logistics Buyer may insure the shipments from point of origin to point of final destination at its own cost. LSP will not be liable for insuring the product.

9. Issue Resolution Response TAT

Logistics Service Provider expects closure within the below timelines for respective Issue Sub Category listed in the IGM framework ([Link](#)). If the Logistics Service Provider needs more information for closure of issue then the time to closure shall be calculated from the time of response by the Logistics Buyer to the need for information request from the LSP.

Category	Sub Category	ENUMs	Expected time to Resolve/Completed (ETC)
ORDER	Order not received	ORD01	60 Minutes
	Quality issue	ORD02	NA
	Delayed delivery	ORD03	20 minutes
ITEM	Missing items	ITM01	60minutes
	Quantity issue	ITM02	NA
	Item mismatch	ITM03	60minutes
	Quality issue	ITM04	NA
	Expired item	ITM05	NA
FULFILMENT	Wrong delivery address	FLM01	10 minutes
	Delay in delivery	FLM02	5 Minutes
	Delayed delivery	FLM03	5 Minutes
	Packaging	FLM04	5 minutes
	Buyer not found	FLM05	10 minutes
	Seller not found	FLM06	10 minutes
	Package info mismatch	FLM07	NA
	Incorrectly marked as delivered	FLM08	5 Minutes
AGENT	Agent behavioural issue	AGT01	30 minutes
	Buyer behavioural issue	AGT02	30 minutes

PAYMENT	Refund not received	PMT01	24 Hours
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- a. In the event that Logistics Service Provider do not adhere to the aforementioned timelines, Logistics Buyer will be entitled to take necessary actions, which may include resolution in favour of the Buyer. Logistics Buyer shall be entitled to deduct the settlement amount from the payout to the LSP for such order.
- b. In case of hyperlocal delivery, Logistics Buyer should raise the issue within 1 days of promised TAT
- c. In case of intercity delivery, Logistics Buyer should raise the issue within 1 days of promised TAT

10. Representations and warranties:

Each Party represents and warrants to the other Party that:

- 10.1. it is duly organised and validly existing under the laws of India and has the full requisite right, power, and authority (corporate or otherwise) to enter into this Agreement and to deliver or perform the acts required of it under this Agreement;
- 10.2. they have read, understood and agree to comply with the terms specified in this document along with the Confirmation exchanged between the Parties, and the same shall form a legal, valid and binding contract between the Parties with respect to this transaction;
- 10.3. it has and shall maintain all necessary statutory and regulatory permissions, approvals, licences, consents or permits, from any third parties including any regulatory or government body as required by applicable law or regulations, that is necessary for the running and operation of its establishment for the conduct of its operations;
- 10.4. it has and shall maintain all the title and ownership, licence, or right to use, as applicable, in all the IPR associated with it to use, distribute, or otherwise exploit in all manners permitted by this Agreement and/or the ONDC Network Policy;
- 10.5. all information submitted by the Parties is truthful, lawful and accurate, as on the date of this Agreement;
- 10.6. it has complied with or will ensure and will continue to ensure compliance with all conditions provided under the Applicable Laws in order to enable it to lawfully enter into and exercise its rights and perform its obligations under this Agreement;
- 10.7. the fulfilment or compliance with the terms and provisions hereof, will not conflict with, or result in a breach of the provisions of any agreement, instrument, order, judgement, decree, statute, law, rule, or regulation to which they are subject to or the IPRs of

any third party, or require any consent, approval or other action by any court, tribunal, administrative or Competent Authority, or result in a violation of any law, regulation, administrative order or judicial order applicable to it or its business or assets;

- 10.8. it shall not make any statement to defame or disparage the other Party or adversely affect the other Party's reputation, except when such statement is truthful and is reasonably necessary for the Party to enforce or defend its rights under this Agreement, or is required by a court of law, mediator, arbitrator or regulatory or legislative body with jurisdiction to order the Party to make such statement;
- 10.9. it shall comply with the ONDC Network Agreement and ONDC Network Policy or any other policies as prescribed by ONDC; and
- 10.10. all services will be performed in a professional manner consistent with the industry standards reasonably applicable to such services.
- 10.11. LSP shall be responsible for clearance of vehicles and consignments at check-posts and state border entry points during the transportation of the goods during the provision of their Services. LSP shall ensure accurate and complete documentation is carried during the transportation as may be required under the Applicable Law.

11. INDEPENDENT PARTIES:

- 11.1. The Parties agree that they are independent parties and are not, or shall not claim to be, an agent / representative of the other Party. It is understood between the Parties that neither Party is the legal representative of the other Party.
- 11.2. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or, employer and employee between the Parties.
- 11.3. Each Party including their staff/employees, agents, personnel have no authority/ right to bind the other Party in any manner and each Party shall not do any act, deed or thing which has the effect of binding the other Party or creating any obligation and / or liability upon the other Party otherwise than as specifically provided herein.
- 11.4. Each Party shall be solely liable for all acts of its staff / employee /End User that may cause any actual and / or potential damage, loss or injury to the other Party.

12. REFERRAL FEES, INVOICING AND PAYMENTS:

- 12.1. In consideration of the services rendered by us pursuant to this Agreement, LSP will charge a Fees as agreed between the Parties in its Confirmation.
- 12.2. The Fees shall be paid excluding goods and service tax or any other tax applicable from time to time on providing of the Services and such other deductions as permissible under this Agreement.
- 12.3. In case the payment from the Buyer is collected by LSP, LSP will settle the amount with Logistics Buyer after deducting the Fees as per the settlement terms agreed between the Parties in their Confirmation.
- 12.4. Logistics Buyer shall be solely responsible for payment of goods and services tax as per the applicable law to LSP and LSP shall be solely responsible for payment of goods and services tax to the appropriate authorities.
- 12.5. Logistics Buyer will provide a unique reference number against the Order placed by the Buyer and the same will be used as the reference to raise the invoice for payment of fees.
- 12.6. Each Party shall use its own infrastructure, manpower, personnel, and other facilities and bear its own expenses for the performance of the terms hereof.
- 12.7. Except for costs incurred under Clause 13.1, it is agreed that each Party shall bear the costs of their respective legal costs in connection with the execution of this Agreement.

13. Indemnity and Limitation of Liability

- 13.1. Either Party ("Indemnifying Party") hereby agrees to indemnify, defend and hold the other Party, its director, officers, employees, service providers, and agents ("Indemnified Party") harmless from and against claims, demands, actions, liabilities, costs, interest, injuries, losses, judgments, fines penalties, proceedings, action or demand, damages, and expenses of any nature whatsoever (including all legal and other costs, charges and expenses) incurred or suffered by the Indemnified Party, arising out of or in connection with any or all of the following:
 - 13.1.1. any wrongful or negligent act or omission of the Indemnifying Party, including but not limited to, sharing incorrect or incomplete information with the Indemnified Party in connection with a transaction on the ONDC Network;

- 13.1.2. any breach by Indemnifying Party of its obligations, undertakings, warranties or covenants under this Agreement or the ONDC Network Policy or the ONDC Network Participant Agreement;
 - 13.1.3. any breach of Applicable Law by the Indemnifying Party;
 - 13.1.4. Breach of data or corruption of data or information whether due to any system failure or negligent performance or non-performance of the other Party or its employees, agents, representatives etc. or for any reason whatsoever attributable to that Party; and
 - 13.1.5. any third party action or claim made against the Indemnified Party, by reason of any actions undertaken/omission to take any action by the Indemnifying Party under this Agreement.
 - 13.1.6. any breach of or non-observance or partial observance of applicable laws, and judicial / quasi-judicial orders governing the Services;
 - 13.1.7. disclosure of the Confidential Information inconsistent with the terms of this Agreement
- 13.2. Each Party shall be liable for any loss or damage caused to shipments that are attributable to any acts of commission or omission of such Party or its employees, agents, assigns, third-parties engaged by it or other representatives to the extent of the value of the goods or services involved or as mutually decided in its Confirmation.
- 13.3. Notwithstanding the above, each Party shall independently be liable for the services offered by it to the End Users, Buyers and other Network Participants, as per the relevant terms and conditions of each Party.

14. Data Protection

- 14.1. The Parties may share Personal Data of its End Users for fulfilling Order placed by the Buyers (Specified Purpose).
- 14.2. Each Party (and shall procure that its employees shall) comply with all Data Protection Legislation and such compliance shall include, but not be limited to, compliance to any rules, orders, or notification (where applicable) under the Data Protection Legislation.

- 14.3. For the purpose of this Agreement, “Data Protection Legislation” means all legislation and regulations relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual including (without limitation):
- 14.3.1. The Information Technology Act, 2000 (as amended from time to time), including the rules framed thereunder or any other legislation including the Digital Personal Data Protection Act, 2023;
 - 14.3.2. All other guidelines or codes of conduct relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual issued by any Competent Authority;
 - 14.3.3. Any other Applicable Law solely relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual.
 - 14.3.4. “Personal Data” shall have the same meaning as ascribed to it under the Information Technology Act, 2000 (as amended from time to time) or the Digital Personal Data Protection Act, 2023, whichever is in effect.
- 14.4. Each Party agrees to only undertake processing of Personal Data in accordance with applicable law. Parties grant each other the right to take such steps in the processing of Personal Data on behalf of each other as are reasonably necessary for their performance obligations under this Agreement.
- 14.5. For the purposes of this Agreement, the Parties shall not process or transfer any Personal Data to any third-party unless necessary for the performance under this Agreement.
- 14.6. Parties shall at all times have appropriate technical and organisational measures in place:-
- 14.6.1. to prevent unauthorised or unlawful processing of any Personal Data;
 - 14.6.2. to protect any Personal Data against accidental loss, destruction or damage;
 - 14.6.3. to include taking reasonable steps to ensure the reliability of its employees/contractor having access to the Personal Data;
and

- 14.6.4. having regard to the state of technological development and the cost of implementing those measures so as to ensure a level of security appropriate to:- (i) the harm that may result from breach of those measures; and (ii) the nature of the Personal Data to be protected.
- 14.6.5. If either Party receive a request from any person for access to Personal Data or any other request relating to obligations under the Data Protection Legislation, the other Party shall provide full co-operation and assistance in relation to any such complaint or request only to the extent necessary under Data Protection Legislation
- 14.7. Each Party agrees to not process Personal Data shared by the other Party for purposes other than the Specified Purpose. Processing of Personal Data for purposes other than the Specified Purpose can only be done after obtaining an explicit consent from the End User.

15. Confidential Information

- 15.1. Each Party acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed, including all documents, data, papers, statements, any business / customer information, trade secrets and processes of the other Party relating to such Party's business practices, in connection with this Agreement or otherwise, is deemed by such disclosing Party and shall be considered at all times to be confidential and proprietary information of such Disclosing Party (Confidential Information);
- 15.2. The Receiving Party shall ensure that Confidential Information is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the Disclosing Party. The Receiving Party confirms that Confidential Information will be safeguarded by the Receiving Party and the Receiving Party will take all necessary action to protect Confidential Information against misuse, loss, destruction, alterations or deletions thereof.
- 15.3. Receiving Party shall restrict disclosure of the Confidential Information solely to those persons with a need to know and not disclose it to any other person and advise those persons and ensure of their obligations with respect to the Confidential Information.
- 15.4. The provisions of this Clause shall be applicable and binding on the Parties, except to the extent that such Confidential Information (i) is already in the public domain; (ii) is required or requested to be disclosed under any applicable law or by any judicial/regulatory body; (iii) was previously known or already in the lawful possession of the Receiving Party, prior to disclosure by the Disclosing Party or the Customers; or (iv) has been independently developed / obtained by the Receiving Party without reference to any Confidential Information furnished by the Disclosing Party or the Customers.

15.5. Notwithstanding anything herein contained, Clause 15.2 shall survive a term of 3 (three) years from the termination of this Agreement or for such period as required under Applicable Law, whichever is longer.

15.6. If the Receiving Party is directed by court order or other legal or regulatory request or similar process to disclose information recorded on any documents or any of the Disclosing Party's Confidential Information, the Receiving Party shall within reasonable time possible notify the Disclosing Party in writing, in sufficient detail upon receipt of such court order, legal or regulatory request or similar process, in order to permit the Disclosing Party to make an application for an appropriate protection order (which the Disclosing Party may pursue at its own expenses).

16. Intellectual Property: All intellectual property rights of the Parties including without limitation trademarks, trade name, logo, copyrights, advertising copy, material, graphics, and etc., shall remain the sole property of the respective Parties. It is understood by the Parties that the usage of the other Party's name and logo shall be solely used for the purpose of this Agreement and will be subject to prior written approval of the respective Party on the terms to be stipulated by such Party. It is hereby clarified that any usage of name and logo and/or any other intellectual property rights of a Party shall not create any right, title or interest in respect of such name, logo or intellectual property in favour of the Party using the same.

17. Performance Exceptions

17.1. **Force Majeure:** If any Party to this Agreement is unable to meet its obligations under this Agreement as a result of flood, earthquake, storm, other acts of God including fire, derailment, accident, strike, lockout, explosion, war, insurrection, riot, embargo, terrorist activity, epidemic, pandemic, act of government or governmental agency or other similar cause beyond the reasonable control ("Force Majeure") of the parties, such party will be excused from performing its obligations for the duration of the Force Majeure.

17.2. Both parties shall adopt reasonable security measures commensurate with the industry standards and as mandated by Applicable Law, however, both Parties' application, services and/or services/applications of third-party service providers may not be fully uninterrupted or error free or free from any virus or other malicious, destructive or corrupting code/program. Neither Party shall be responsible or liable for any loss or damage (including loss of revenue, income, or profits), caused to the other Party, on account of any interruption or issues which are not in control of the Party.

17.3. If either Party is unable to meet its obligations under this Agreement as a result of a disruption in the ONDC Network, such party will be excused from performing its obligations for the duration of the disruption

- 17.4. The Party affected by such a Force Majeure event shall promptly notify the other Party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of this Agreement, and as of the date of that notification, the Party affected may suspend the performance of this Agreement until the cause of the delay ends. If the period of the suspension exceeds 30 days, then at any time after 30 days of suspension, either Party may terminate this Agreement by and upon giving notice to the other Party.

18. Governing Law

- 18.1. Each Party agrees that any dispute or claim relating to, the enforceability of, or the termination of this agreement is to be governed by and construed in accordance with the laws of India and the Parties submit to the non-exclusive jurisdiction of courts as provided in the Confirmation.
- 18.2. The Parties hereto shall initially attempt to resolve all claims, disputes or controversies arising under, out of or in connection with this Agreement by conducting good faith negotiations amongst themselves. If the Parties are unable to resolve the matter following good faith negotiations, within a period of 30 (thirty) days) the Parties shall settle the dispute as provided under this Agreement

19. Miscellaneous

- 19.1. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. Each of the parties acknowledges that in entering into this Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in this Agreement) and waives all rights and remedies which might otherwise be available to it in respect thereof, except specifically provided under the policies of ONDC and under the applicable law. Nothing in this Agreement will limit or exclude any liability of a party for fraud.
- 19.2. Amendments. An amendment, modification or waiver in respect of this Agreement will only be effective if in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system.
- 19.3. Survival of Obligations. It is agreed that such provisions and obligations which, by their very nature, survive the termination of this Agreement, shall continue to be binding on the Parties.

- 19.4. No Waiver of Rights: A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.
- 19.5. Headings: The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.
- 19.6. Dispute resolution: All disputes arising out of this agreement, including any question regarding its existence, validity or termination, which cannot be amicably resolved within 15 days of being brought to attention, and if such dispute is not resolved, the dispute shall be referred to the courts in :Karnataka and Delhi".
- 19.7. Intellectual property: Parties agree to not breach the intellectual property rights of either party. if parties become aware of such any possible infringement in the course of this agreement, the party will immediately notify the aggrieved party of the same in writing.

20. Demurrage:

All the shipments, picked by the LSP from Buyer will be returned to Logistics Buyer at the location specified by Logistics Buyer. In case of non-acceptance of such shipments by Logistics Buyer except for reasons such as damage of the shipment where such damage is attributable solely to the acts or omissions of the LSP, LSP reserves the right to levy suitable demurrage charges for extended storage of such shipments for any period exceeding 7 days from initiation of the return of shipments and up to 45 days from such date

21. Dangerous and restricted goods:

In cases where Logistics Buyer, as the logistics buyer, is booking liquids or chemicals, then Logistics Buyer will share with the LSP the chemical compositions of the product along with the concentration of each component. Additionally, if Logistics Buyer are booking any hazmat product in the shipment, it is Logistics Buyer's responsibility to share with the LSP the composition and flammable categorization for each product. Furthermore, should there be a breach of the terms outlined in this clause on Logistics Buyer's part, Logistics Buyer should be aware that the LSP will not be held liable for any resulting damage or loss. Logistics Buyer are also obligated to indemnify, defend, and hold harmless the LSP against any claims, demands, actions, liabilities, costs, interest, damages, penalties, or expenses of any nature whatsoever, including all legal and other associated costs, charges, and expenses, incurred or suffered by the LSP due to such a breach. Logistics Buyer shall also be liable to pay the LSP an amount of INR 25,00,000 (Rupees Twenty-Five Lakhs) ("Penalty") per instance if Logistics Buyer book any Shipment containing Goods provided

under Annexure 1 to the LSP without intimating the LSP or by sharing an incorrect/inaccurate description of such shipment with the LSP. LSP will have the right to adjust the penalty against any amount owed to the Logistics Buyer.

Annexure: 01

Dangerous Goods :

Indicative list

1. Oil-based paint and thinners (flammable liquids) Industrial solvents
2. Insecticides, garden chemicals (fertilisers, poisons) Lithium batteries
3. Magnetised materials
4. Machinery (chain saws, outboard engines containing fuel or that have contained fuel)
5. Fuel for camp stoves, lanterns, torches or heating elements Automobile batteries Infectious substances
6. Any compound, liquid or gas that has toxic characteristics Bleach
7. Flammable adhesives Arms and ammunitions
8. Dry ice (Carbon Dioxide, Solid) Pressurised Containers
9. Narcotic Substances

Restricted Items :

1. Uncrossed (bearer) drafts / cheque, currency and coins.
2. Firearms, explosives and military equipment.
3. Any pornographic material.
4. Poison
5. Hazardous and radioactive material Foodstuff and
6. Liquor
7. Hazardous chemical item

Annexure :02

Logistics service provider obligations:

1. The service provider shall impart appropriate and reasonable training to its delivery personnel to provide the services.
2. The LSP shall immediately remove from providing the services, any delivery personnel upon instructions of the client, if the client acting on information collected by, has reasonable basis to prove that such delivery personnel is unfit to provide the services envisaged in the agreement.
3. Whenever a request for any data in respect of delivery, returns, reverse pickup of the products is received from Logistics Buyer, the LSP shall provide such data to the client within a period of 5 business days from the date of request. The LSP shall also provide data of the delivered products containing such particulars such as date and time of delivery etc. and in case of undelivered shipments, the reason for failure to deliver to client within 5 days from the date of scheduled delivery/return.

Annexure : 03**Logistics buyer obligations:**

1. Logistics Buyer shall ensure that the manifest shared for initiation of the delivery services is correct and complete in all respects as per the format shared by the service provider.
2. Logistics Buyer shall provide all the instructions/approvals regarding delivery and returns that are required for the performance of the services like ack or nack on the protocol.
3. " SAID to CONTAIN BASIS " - LSP shall be under no obligation to verify the description and contents of the shipments declared by the Logistics Buyer. Logistics Buyer shall undertake to make proper, true, fair ,correct and factual declaration regarding description and value of the shipments. Further, LSP are not responsible in any way whatsoever for the sellerability of the shipment.
4. The LSP has the right however, to inspect any shipment consigned by Logistics Buyer to ensure all the items are capable of carriage to the destination within the standard operating procedure and handling methods.

