

Terms and Conditions

Consignments entrusted to Criticalog India Private Limited (Criticalog) by you (hereinafter referred to as consignor) for shipment/transportation on agreed terms and conditions as specified below :

- The consignor acknowledges that the terms and conditions will be binding on the consignor and Criticalog.
- The consignor warrants that he is the owner or the authorized agent of the owner of the goods / articles transported and accepts these present terms and conditions.
- The consignor warrants to Criticalog that the description of the consignment/goods/articles as noted on this consignment note confirms accurately to the actual content thereof and it does not contravene the provisions of the Indian Postal Act or any other applicable law.
- It is expressly understood by the Parties that all shipments agreed to be delivered by Criticalog are on "SAID TO CONTAIN BASIS" i.e. Criticalog shall be under no obligation to verify the description and contents of the shipments declared by the consignor. The consignor shall undertake to make proper, true, fair, correct and factual declaration regarding description and value of Shipments.
- Criticalog shall have the right to open / inspect the consignment at the time of booking or during transit.
- At the time of booking parcels, the consignor will be required to provide a declaration stating the value of the consignment and the detailed description of materials in the consignment and the same shall be binding on the consignor.
- Criticalog reserves the right to alter, at any point of time, in its sole discretion, the terms and conditions pertaining to any promotions, offers and discounts offered to the consignor at the time of booking the order.
- Criticalog will use the consignor / consignee information as shared, to update and inform the consignor / consignee through SMS, Whatsapp and/ or email regarding the delivery status of the product and obtain feedback from the consignor / consignee regarding the said service only so as to improve the customer experience with Criticalog. Further, Criticalog or its affiliates may share promotional information or offers regarding the services provided by Criticalog only at the option of the user and at all times the user shall be in its right to opt out from receiving such information.

- Consignors will be solely liable for the details entered at the time of booking a shipment and will also be required to upload a government approved ID card. Criticalog does not bear any liability for the said information.
- All shipments are booked by Criticalog in good faith in respect of the contents thereof. The consignment shall not contain any items or materials which are prohibited/ banned, dangerous, hazardous or considered contraband by any applicable law. In the event of the shipment containing any items or material as aforesaid, the consignor agrees and undertakes to fully indemnify Criticalog for any loss, damages, costs, expenses, penalties, fines, liability thereof by Criticalog with regard to the said item or material. Further, consignor agrees to indemnify and hold the Criticalog harmless for any loss, damages, costs, expenses, penalties, fines, liabilities, of any nature whatsoever incurred or suffered by Criticalog due to any acts or omissions, breach of applicable law and/ or customer/ third party claims solely attributable to the consignor.
- Weekend days, holidays, bank holidays, delays caused by security reasons, force majeure events or any other delay beyond Criticalog's reasonable control will not be considered as part of door to door delivery TATs/timelines. The route and the method by which Criticalog transports shipments shall be its sole discretion.
- The consignor shall not book any consignment containing any of the following items - fragile items, highly perishable food items, LEDs, LCDs, plasma, OLED and any kind of television screens, liquid product, livestock, perishables, live plants, flammable items (firecrackers, oil cans, adhesives, paint cans), explosives (arms, ammunition, fireworks, flares, gunpowder, airbag inflators), fire extinguishers, platinum, gold, silver, artificial jewelry, gem, precious, semi-precious metals or stones in any form including bricks, alcohol/tobacco/ medicines/drugs/poisonous goods, toxic and infectious items, high capacity batteries such as car batteries, generator batteries, machinery parts containing oil, grease, fuel or batteries, corrosive items (acids, chemicals), radioactive material, Indian postal articles such as stamps and articles like coins, banknotes, currency notes, Sodexo or securities of any kind payable to bearer, traveler's cheques, gambling devices, lottery tickets, pornographic material, dry ice used for packaging or temperature control, organs or body parts, any diagnostic specimens, and other items considered contraband under the Indian Postal law ("Notified Items").
- Further, consignors will not hand over any secure documents including but not restricted to education certificates, passport, Aadhar Cards, bank statements, credit cards, debit cards, bank cheques and / or currency items, passports

amongst other documents- ("Restricted Documents"). Criticalog is not licensed to carry Restricted Documents and shall have no liability in such cases if such documents are handed over for delivery by the consignor.

- Pick up Cut off timings: The pick-up requests raised prior to 4 pm will be attempted for pick up on the same day, whereas the pick-up requests raised post 4 pm will be attempted for pick up on the next working day.
- The consignor must inform Criticalog before the scheduled pick-up in case of their unavailability at the scheduled time.

• In case of 3 failed pickup attempts, the pick-up request will be canceled by Criticalog, and the refund will be processed to the original mode of payment by Criticalog subject to the bank's refund guidelines. Please refer to the claim section for further details.

- Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the consignee's address as provided by the consignor but not necessarily to the named consignee personally. Shipments to addresses with a central receiving area will be delivered to that area only.
- If the consignee refuses delivery or the shipment is deemed to be unacceptable, or it has been undervalued for customs purposes, or if the consignee is not reasonably identified or located, Criticalog will make reasonable efforts to return the shipment to the consignor's address at the consignor's cost only. If Criticalog is unable to return the said shipments due to reasons attributable to the consignor alone or due to any reason beyond the control of Criticalog, the shipment may be released, disposed of by Criticalog, without incurring any liability/penalty whatsoever in this regard. Further, Criticalog will bear no liability for the same towards the consignor or any third party.
- Unless and until otherwise specified, the delivery shall be made at the address mentioned in the consignment.

• In the event of a failed pickup, the entire logistics charge / booking amount shall be refunded to the consignor's original mode of payment within 15 working days.

- In the event of non-delivery of a shipment, the consignor can opt for the shipment to be returned. Consignors will be liable Criticalog reserves for the reverse movement charges. For the same, the return address is set as the same address registered as the sender's/consignor's address at the time of booking.
- The consignee of the shipment may give special instructions to deliver the Shipment to another location other than consignee's address (for example to a neighboring address or another drop off location) or the consignee may indicate

their wish to collect the Shipment from a location approved by Criticalog, only if the same is agreeable to Criticalog. These special delivery instructions, will incur additional charges and the following provisions shall apply:

- a. The provision of any delivery receipt on which the alternative delivery location is listed shall constitute proof of delivery of the shipment.
 - b. Criticalog shall not be liable for any loss, damage or delay in any way specifically as a result of its performance of customer is / consignee is special delivery instructions
- The consignee may authorize Criticalog and Criticalog may accept to the following
 - a. to leave shipments without signing the acknowledgment of receipt at the delivery address due to the unavailability of any individual to collect the shipment.
 - b. to deliver in the letterbox/locker box In such cases, Criticalog will provide proof of delivery, on request, and will not be held liable for any loss or damage of any shipment.
- Weight: If found that the actual weight of the shipment is more than the designated value mentioned at the time of booking, Criticalog may contact the consignor to collect the deficit amount. Criticalog will be at liberty to return the shipment if Criticalog does not hear from the consignor or the balance payment is not made within 3 working days by the consignor. The decision of Criticalog in this regard will be final and binding.
- It is not possible to entertain any request for updating the delivery address once the shipment leaves the city of origin. However, consignors can make a change of contact details if duly communicated to Criticalog through the support ID. Any change in such information may lead to increasing the delivery timelines which will be the sole liability and responsibility of the consignor alone. Criticalog reserves its right to refuse the booking of any consignment without assigning any reason whatsoever.
- The consignor shall be solely responsible for all costs and expenses (GST, excise and other charges leviable by the Central / State / Local governments) and also for all costs consequent to any penalty, action, proceedings in relation to the consignment. The aforesaid costs and charges and all other levies and duties shall be payable by the consignor failing which Criticalog shall be within its rights to withhold the delivery of the consignment or forfeit the consignment entirely if required.

- Criticalog reserves the right to refuse delivery of consignment if proper acknowledgment, such as, signature, government ID card if required etc. is not given by the consignee. Further, the consignor is required to share the address of the consignee given along with the pin code and the telephone number to enable prompt delivery and easy identification.
- The consignor understands and accepts that the shipment shall be carried by Criticalog from the point of booking to the delivery address based on the address and pin code of the consignee along with the correct credentials of the consignee. For any rerouting / redirection, the consignor shall be liable to pay additional charges as applicable.
- The consignor has agreed to obtain the services of Criticalog at the consignor's own risk.
- While Criticalog will endeavor to exercise its best efforts to provide expeditious delivery of the consignment in accordance with regular delivery schedules, Criticalog shall not under any circumstances be liable for delay or for consequences arising out of delay of the said consignment, regardless of the cause for delay.
- Criticalog shall not be liable for any delay in pickup, mis-delivery, non-delivery or loss or damage to it caused on account of an act of God, force majeure and or circumstances like strikes, riots, political and other disturbances or accidental fire, accident of vehicle carrying the goods explosions or any other cause reasonably beyond the control of Criticalog.
- The consignor should ship only a single package per airway bill number. If the consignor hands over multiple packages against a single airway bill number, Criticalog will not be liable for losses, damages or delays. In such a case Criticalog reserves the right to cancel the pick up at doorstep and Criticalog's decision will be final and binding.

- **Parcels moved via Surface (road) mode:**

- a. Cannot exceed 50 kgs in charged weight.

- b. Criticalog calculates charged weight as higher of:

- Volumetric weight - which is calculated as $L \times B \times H$ (in cm) / 5000.
 - Dead Weight - physical weight of the parcel as measured by a standard weighing scale.

- The parcel is usually moved as per the mode of transport selected by the consignor at the time of booking. However, Criticalog reserves the right to

change the mode of transport basis rules and restrictions of delivery. Parcel moved via express mode :

- a. The package, including the weight of the packaging, must not weigh more than 25kg in total, whether it's based on its actual weight or its volume.
- b. The contents of the parcel permitted for express movement are further restricted to not contain any Notified Items or Restricted Documents. If these items i.e., any Notified Items or Restricted Documents are found in the consignments booked for Express movement, the items might be forfeited, disposed off or moved via Surface without any pre-notification or liability of Criticalog.

- Criticalog Limited does not bear the responsibility to return or inform customers after the parcel has been picked or/and delivered., ask for the return of the package.
- The contents of the package should adhere to the size and weight declaration by the customer made while completing the booking in the app. In case of any deviation, Criticalog reserves the right to refuse pickup at the doorstep or to refuse to connect the same further in the network.

Dangerous Products

- Oil-based paint and thinners (flammable liquids)
- Industrial solvents
- Insecticides, garden chemicals (fertilizers, poisons)
- Lithium batteries
- Magnetized materials
- Machinery (chain saws, outboard engines containing fuel or that have contained fuel)
- Fuel for camp stoves, lanterns, torches or heating elements
- Automobile batteries
- Infectious substances
- Any compound, liquid or gas that has toxic characteristics
- Bleach
- Flammable adhesives

- Arms and ammunition
- Dry ice (Carbon Dioxide, Solid)
- Any other material suspected potential dangerous for movement by air

Restricted Items

- Precious stones, gems and jewelry
- Uncrossed (bearer) drafts / cheques, currency and coins
- Poison
- Firearms, explosives and military equipment.
- Hazardous and radioactive material
- Foodstuff and liquor
- Any pornographic material
- Hazardous chemical item
- Any other item deemed unfit for air movement
- Any claim (including for loss or damage) in respect of the consignment shall be made in writing within three (3) days from the date of receipt and sent to support@criticalog.com. In the case of damaged shipments, the consignor and / or consignee needs to share 3 photos of the damaged shipment, packaging along with the description of the damage along with damage remark on POD. In absence of any such claims, made within the period stipulated here, Criticalog shall not be liable for the same.
- When claiming for refund against a loss or damage, the consignor must verify his / her identity as the original sender/consignor of the parcel. Criticalog may ask for relevant information to identify credibility in this case. In case credibility is not established by Criticalog, the refund request will not be entertained.
- Criticalog will be liable to compensate for any loss or damage of a shipment (not containing any Notified Items or Restricted Documents) in transit to the extent of "issuance of COF (Certificate of Facts).
- **Reverse liability** - In the event of mis-declaration of the product where the product causes damage to itself or any other related goods while under carriage, the consignor shall be liable for any damages related to the product including consequential damages.

Void liability - In the event of mis-declaration of the product, Criticalog shall not be liable for either the logistics charge nor the declared value of goods and will be in it's right to forfeit such shipment.

- Under no circumstances will Criticalog or any of its director, officer, employee, agent or contractor be liable to the consignor or consignee for any indirect, incidental, consequential, special or exemplary losses or damages, mis-delivery, non-delivery of consignment for any reason whatsoever. More particularly, Criticalog shall not be liable for any loss of income, profits, interests and other consequential losses.
- **Refund period** - All claims and refunds shall be resolved within 30 - 45 working days from the day the claim has been raised. The decision of Criticalog in this regard will be final and binding.
- In case the consignor is contacted by Criticalog for furnishing additional details required to process compensation payout towards loss or damage of the shipment (in accordance to the liability limit only), Criticalog will not be liable for payment if the details requested are not provided within 14 calendar days from the date on which the initial e-mail is sent to the consignor. The additional details requested may include (but are not limited to) photos to prove damage to the shipment and / or bank details of the consignor to which the payout needs to be credited.
- **Blocking of access** - The consignor acknowledges and agrees that Criticalog may block his/her access to its services, in whole or in part, at any time and for any reason, at Criticalog's sole discretion, without prior notice or liability. Such reasons may include, but are not limited to, violation of these terms and conditions, applicable law, or Criticalog's policies, misuse of Criticalog's services, security risks, or fraudulent activities. Criticalog may restore the consignor's access at its sole discretion.

Incorrect Weight Declaration

1. The consignor undertakes that they will make all reasonable efforts to correctly estimate the weight of the shipment and declare the correct weight slab. If Criticalog identifies that the shipment weight has been under-declared to a lower weight slab, then Criticalog has the right to seek compensation for the additional undeclared weight through various means, in its sole discretion, not restricted to holding the shipment.

Things to be taken into consideration while packing are as follows:

1. Measure the dimension of the product to select the appropriate size box/flyer / envelope.
 2. Weigh the item to select the strength of the box/flyer required.
 3. Wrap the product with 2 layers of bubble wrap before putting it inside the box/flyer.
 4. If packing multiple products, pack individual products in bubble wrap.
 5. Place the goods inside the box and check if any void space is left inside the box.
 6. In case of any void space, it must be filled with filler material like air cushions/air pouches/crumbled paper/cardboard inserts (used as dividers for packing multiple products) to restrict the movement of the product packed inside the box.
 7. Make sure the product is surrounded with the filler material around it with the product being placed in the center of the box.
 8. After closing the flaps of the box, apply H - taping on the box by sealing the center and edge seams of the box.
 9. Customer must shake the box to check whether the product packed inside is moving or not. If it is moving, then add more filler material to restrict its movement inside the box.
- Criticalog's liability for packaging is limited to providing outer/secondary packaging only to provide support to its customers. The use of Criticalog provided packaging is not a guarantee that an item is sufficiently packaged for transportation. The liability for proper packaging continues to be fully on the consignor.
 - Inner Packaging is the packaging material that first envelops the product and holds it. For example, suitable packing materials are bubble wrap, rolled corrugated cardboard, etc. For very delicate contents such as glass, we recommend using five or six-ply bubble wrap. You should only use crumpled newspapers as filling material for products that are not particularly delicate or fragile in nature. Outer Packaging is the original packaging / the packaging in which it was sold and is not to be considered suitable for sending the parcel.
 - Criticalog does not provide special handling stickers for packages bearing the tag "Fragile", Package orientation markings (e.g., "UP" arrows or "This End Up"), or any other similar markings.
 - Criticalog will not entertain any claims for shipments damaged due to poor Inner Packaging (as defined hereinafter).

- In case of damage caused to a shipment due to poor packaging, Criticalog will not be liable for any compensation.
- Arbitration - All disputes, differences, claims or questions between Criticalog and consignor or anybody claiming through or on behalf of the consignor shall be referred to arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 or statutory modification or re-enactment thereof for the time being in force
- The arbitration proceedings shall be held and conducted in Bengaluru. The award of the arbitrator shall be final, compulsive and binding upon the parties.
- Subject to the provisions of arbitration clause hereinabove the courts in Bengaluru shall have the executive jurisdiction to deal with all disputes and matters regarding performance or non-performance of obligations under or in respect of transaction covered by this consignment.