

Welcome to our website. By browsing our website and using our services as mentioned on our website you are agreeing to comply with and be bound by the following terms and conditions of use, which govern Vonken technologies Private Limited relationship with you in relation to this website and the Services provided by us.

In the event there is a conflict between the terms and conditions specified herein and the provisions of any other document executed between the parties hereto, the terms and conditions specified herein would prevail.

## DEFINITIONS

The following definitions apply to the terms and conditions set out below that govern this contract of Carriage between you and us.

- "We", "us", "our", "Carrier", "QUIFERS" shall refer to Vonken technologies Private Limited (owner of the website), its employees, authorised agents and its independent contractors and the entities that carry or undertake to carry the consignment hereunder or perform any other services incidental thereto on its behalf.
- "You", "your", "consignor" shall refer to the sender, consignor or consignee of the Consignment, holder of this Consignment Note, receiver and owner of the contents of the Consignment or any other party having a legal interest in those contents, as the case may be.
- "Carriage" means and includes the whole of the operations and services undertaken by us in connection with the Consignment.
- "Consignment" means any package, parcel, satchel, or freight which is or are given to and accepted by us for carriage under our Consignment Note.
- "Delivery" means the tender of the consignment to the consignee or intimation about the arrival of the consignment.
- "Prohibited Items" means any goods or materials, the Carriage of which is prohibited by any law, rule or regulation of India.
- "Dangerous Goods" means goods classified as dangerous as per ICAO T.I., IATA DGR, IMDG-Code, ADR or other national regulations for transport.
- "Receiver" or "Consignee" shall refer to the recipient or addressee or the consignee of the Consignment.

## USER(S) ELIGIBILITY

User(s) means any individual or business entity/organization that legally operates in India or in other countries, uses and has the right to use the Services provided by QUIFERS. The Services provided by QUIFERS is a technology based service which enables the hiring of mini-trucks by customers for a point to point service, or for time and usage based service within city limits, through the internet and / or mobile telecommunications devices. Our Services are available only to those individuals or

companies who can form legally binding contracts under the applicable law. Therefore, user(s) must not be a minor as per Indian Law; i. e. user(s) must be at least 18 years of age to be eligible to use our Services.

QUIFERS advises its users that while accessing the web site, they must follow/abide by the related laws. QUIFERS is not responsible for the possible consequences caused by your behaviour during use of web site. QUIFERS may, in its sole discretion, refuse the service to anyone at any time.

## **USER(S) AGREEMENT**

This agreement applies to user(s) if user(s) are visitors, registered - free or paid user(s) who access the web site for any purpose. It also applies to any legal entity which may be represented by you under actual or apparent authority. User(s) may use this site solely for their own personal or internal purposes.

This agreement applies to all QUIFERS Services offered on the web site, collectively with any additional terms and condition that may be applicable to the specific service used/accessed by user(s). In the event of a conflict or inconsistency between any provision of the terms and conditions mentioned herein with those of the particular service, the provisions of the terms and conditions applicable to such specific Services shall prevail.

## **AMENDMENT TO USER(S) AGREEMENT**

QUIFERS may change, modify, amend, or update this agreement from time to time without any prior notification to user(s) and the amended and restated terms and conditions of use shall be effective immediately on posting. If you do not adhere to the changes, you must stop using the service. Your continuous use of the Services will signify your acceptance of the changed terms.

## **INTELLECTUAL PROPERTY RIGHTS**

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QUIFERS reserves the right, in its sole discretion and without any obligation, to make improvements to, or correct any error or omissions in any portion of the Service or the website.

### **Trademark**

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### **Copyright**

All content on this web site is the copyright of QUIFERS except the third party content and link to third party web site on our website.

Systematic retrieval of QUIFERS content to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from QUIFERS is prohibited.

In addition, use of the content for any purpose not expressly permitted in this Agreement is prohibited and may invite legal action. As a condition of your access to and use of QUIFERS's Services, you agree that you will not use the web site service to infringe the intellectual property rights of others in any way. QUIFERS reserves the right to terminate the account of a user(s) upon any infringement of the rights of others in conjunction with use of the QUIFERS service, or if QUIFERS believes that user(s) conduct is harmful to the interests of QUIFERS, its affiliates, or other users, or for any other reason in QUIFERS's sole discretion, with or without cause.

## **LINKS TO THIRD PARTY SITES**

Links to third party sites are provided by web site as a convenience to user(s) and QUIFERS has not have any control over such sites i.e content and resources provided by them.

QUIFERS may allow user(s) access to content, products or Services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise) to such Third Party's web site. You are cautioned to read such sites' terms and conditions and/or privacy policies before using such sites in order to be aware of the terms and conditions of your use of such sites. QUIFERS believes that user(s) acknowledge that QUIFERS has no control over such third party's site, does not monitor such sites, and QUIFERS shall not be responsible or liable to anyone for such third party site, or any content, products or Services made available on such a site.

## TERMINATION

Most content and some of the features on the web site are made available to visitors free of charge. However, QUIFERS reserves the right to terminate access to certain areas or features of the web site at any time for any reason, with or without notice. QUIFERS also reserves the universal right to deny access to particular users to any/all of its Services without any prior notice/explanation in order to protect the interests of QUIFERS and/or other visitors to the web site. QUIFERS reserves the right to limit, deny or create different access to the web site and its features with respect to different user(s), or to change any of the features or introduce new features without prior notice.

## TERMS & CONDITIONS FOR USE OF OUR SERVICE

The following Terms & Conditions shall apply to customers utilising the Services offered by the Company for the hiring of mini-trucks:

The customer shall pay the fare (as agreed), parking charges, additional night surcharge (where applicable) and any fee or levy presently payable or hereinafter imposed by the law or required to be paid for availing of the mini-truck Services.

The customer agrees and accepts that the use of the Services provided by the Company is at the sole risk of the Customer, and further acknowledges that the Company disclaims all representations and warranties of any kind, whether express or implied.

The customer shall ensure that he/she will not indulge in any of the following activities while availing the service:

- Soiling or damaging the body and/or any other interiors of the mini-truck.
- Misusing, soiling or damaging any of the devices (technical/non-technical) in the truck.

- Asking the driver to break any Traffic/RTO/City Police and/or government rules for any purpose. The driver has the right to refuse such a request by the customer. The driver also has the right to refuse such a pick-up.
- Pressurizing the driver to overload truck with the consignment than the allowed limit.

The Customer shall indemnify Company from and against and in respect of any or all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnity basis) claims, demands, actions and proceedings which Company may incur or sustain directly or indirectly from or by any reason of or in relation to the use or proposed use of the Services by the Customer and shall pay such sums on demand on the Company.

The Company is hereby authorized to use the location based information provided by any of the telecommunication companies when the Customer uses the mobile phone to make a mini-truck booking. The location based information will be used only to facilitate and improve the probability of locating a mini-truck for the Customer.

The Company shall be entitled to disclose to all companies within its group, or any government body as so required by the law or by directive or request from any government body, the particulars of the Customer in the possession of Company in any way as Company, in its absolute discretion, deems fit or if it considers it in its interests to do so.

The Company shall be entitled at any time without giving any reason to terminate the booking of the truck done by the Customer.

In case of lost items inside the Company during the journey, Company will try to locate the items on a "best-effort" basis but is not responsible for the same in case of loss or damage to the same.

Any complaint in respect of the Services or the use of the mini-truck, the Customer has to inform Company of the same in writing within 24hours of using the mini-truck or the Services of Company.

The Company shall not be liable for any conduct of the drivers of the mini-trucks. However, the Company encourages you to notify it of any complaints that you may have against the driver that you may have hired using the Company's Services.

The Company shall be entitled to add to, vary or amend any or all these terms and conditions at any time and the Customer shall be bound by such addition, variation or amendment once such addition, variation or amendment are incorporated into these terms and conditions at Company's website at [www.QUIFERS.com](http://www.QUIFERS.com) on the date that Company may indicate that such addition, variation or amendment is to come into effect.

All the calls made to the Company's call centre are recorded by the Company for quality and training purposes.

## **DISCLAIMER**

It is expressly made clear to you hereby that the Company does not own any mini-truck nor does it directly or indirectly employ any drivers for the vehicle. Mini-trucks and drivers are all supplied by third parties and the Company disclaims any and all liability in respect of the drivers and the mini-trucks alike.

The Company have right to use the customer contact information for its own marketing purposes. The Company may send regular SMS updates to the mobile numbers registered with it.

The courts of Mumbai, India shall have the sole and exclusive jurisdiction in respect of any matters arising from the use of the Services offered by Company or the agreement or arrangement between Company and the Customer.

## **YOUR ACCEPTANCE OF OUR TERMS AND CONDITIONS**

By giving us your consignment you accept our terms and conditions set out in the consignment note and/or the contract of carriage and/or the contract for the performance of other services on behalf of yourself and/or anyone else who has an interest in the consignment or the performance of other services irrespective of whether you have signed the front of our consignment note or not. Our terms and conditions also cover and can be invoked by anyone we use or sub-contract to collect, transport, deliver your consignment or perform other services as well as our employees, directors and agents. Only one of our authorised officers may agree to a variation of these terms and conditions in writing. When you give us the consignment with oral or written instructions that conflict with our terms and conditions we shall not be bound by such instructions.

## **YOUR OBLIGATIONS**

- You warrant, undertake and guarantee to us:
  - The contents of the consignment (including but not limited to weight and number of items) have been properly described on our consignment note and that the Consignment Note is complete in all respects and the documents as required for the Tran consignment including invoice, permits are enclosed with the Consignment Note.
  - That the contents of the Consignment are not Prohibited Items and/or are not restricted by the applicable regulations and that you will supply to us any Dangerous Goods declaration that is needed, properly and accurately in accordance with all applicable laws, rules and regulations and neither you nor the consignee is a person or organisation with whom we or you may not legally trade under any applicable laws or regulations.
  - That all statements and information and documents provided by you relating to the Consignment will be true and correct and you acknowledge that in the event that you make untrue or fraudulent statement about the Consignment or any of its contents, you would risk a civil claim and/or criminal prosecution the penalties for which may include forfeiture and

sale. You agree to indemnify us and hold us harmless from any claims that may be brought against us or our agents arising from the information provided by you.

- We are authorised to deliver the goods at the address mentioned on the Consignment Note and without prejudice to the foregoing it is expressly agreed that we shall be conclusively presumed to have delivered the goods in accordance with this contract. We will be sending the delivery confirmation by SMS/e-mails, no-response within 24 hours would be considered as an affirmative to the delivery.
- You have declared the correct weight of the consignment and you will provide any special equipment we may need to load or unload the consignment on or off our vehicles.
- When you have asked us to charge the receiver or a third party and the receiver or third party does not pay us you will promptly settle our invoice together with an administration fee in full within 7 days of us sending you the invoice
- All applicable laws and regulations have been complied with by you.
- You agree to indemnify us and hold us harmless from any liabilities we may suffer or any costs, damages or expenses, including legal costs, we incur either to you or to anyone else arising out of you being in breach of any of these warranties, representations and guarantees, even if we inadvertently accept a consignment that contravenes any of your obligations.
- You certify that all statements and information you provide relating to the transportation of the consignment will be true and correct. You acknowledge that in the event that you make untrue or fraudulent statements about the consignment or any of its contents you risk a civil claim and/or criminal prosecution the penalties for which include forfeiture and sale of your consignment. To the extent that we may voluntarily assist you in completing the required customs and other formalities such assistance will be rendered at your sole risk. You agree to indemnify us and hold us harmless from any claims that may be brought against us arising from the information you provide to us and any costs we will incur regarding this, and pay any administration fee we may charge you for providing the services described in this condition.
- The customer agrees and acknowledges that the use of the Services offered by Company is at the sole risk of the customer and that Company disclaims all representations and warranties of any kind, whether express or implied as to condition, suitability, quality, merchantability and fitness for any purposes are excluded to the fullest extent permitted by law. Without prejudice to the above, the Company makes no representation or warranties that:
  - The Services will meet the customer's requirements/
  - The Services will be uninterrupted, timely, secure, or error-free.
  - The Company shall not be responsible or liable for any loss or damage, howsoever caused or suffered by the Customer arising out of the use of truck service offered by Company or due to the failure of Company to provide Services to the Customer for any reason whatsoever including but not limited to the Customer's non-compliance with the Services' recorded voice instructions, malfunction, partial or total failure of any

network terminal, data processing system, computer tele-transmission or telecommunications system or other circumstances whether or not beyond the control of Company or any person or any organization involved in the above mentioned systems.

- The Company will not be liable for any damages of any kind arising from the use of the Service offered by the Company, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.
- There shall be extra charges for far off locations & toll charges as well.
- The customer shall make an alternate arrangement if the mini-truck has not reached due to any reason.
- We are not liable if we do not fulfill any obligations towards you at all as a result of:
  - Circumstances beyond our control such as (but not limited to):
    - Acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost or other natural calamities or disasters
    - Force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions.
    - National or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery.
    - Latent defects or inherent vice in the contents of the consignment.
    - Criminal acts of third parties such as theft and arson.
  - Your acts or omissions or those of third parties such as:
    - You being in breach of (or any other party claiming an interest in the consignment causing you to breach) your obligations under these terms and conditions.
  - The contents of the consignment consisting of any article that is a prohibited item even though we may have accepted the consignment by mistake.

## **DANGEROUS GOODS / SECURITY**

- Dangerous Goods
  - We do not carry, nor perform other services regarding, goods which are in our sole opinion Dangerous Goods including, but not limited to, those specified in the regulations, guidelines, technical instructions, codes applicable to us and our business or to the transport of, or the performance of other services regarding, Dangerous Goods.
  - We may at our discretion accept some Dangerous Goods for carriage, or for the performance of other services, in some locations if you have been accorded the status of an approved customer and this must be given by us in writing before your consignment can be accepted. Your Dangerous Goods will only be accepted if they comply with the applicable regulations and our requirements. Details of our requirements together with the procedure for applying for approved customer status are available from



our nearest office and a dangerous goods surcharge will be invoiced to you upon acceptance of your consignment.

- **Prohibited Items:** We do not accept consignments that contain prohibited items.
- We accept consignments only upon your declaration of the type and value of the consignment (“said to contain” basis). We have no responsibility whatsoever as to the correctness of description, type or value thereof and you agree to indemnify us and hold us harmless from any claims that may be brought against us arising out of or relating to such declaration provided by you and any costs we will incur relating thereto.

## REJECTED CONSIGNMENTS

If the receiver refuses to accept delivery we will try to contact you and agree the appropriate next action. You agree to pay us any costs we incur in forwarding, disposing of or returning the consignment and our charges (if any) for the agreed appropriate next action

## CLAIMS BROUGHT BY THIRD PARTIES

You undertake to us that you shall not permit any other person who has an interest in the consignment to bring a claim or action against us arising out of Carriage even though we may have been negligent or in default and if a claim or action is made you will indemnify us against the consequences of the claim or action and the costs and expenses we incur in defending it.

The above mentioned terms and conditions of use and/or Agreement and the Privacy Policy constitute the entire agreement between the User(s) and QUIFERS with respect to access to and use of the web site and the Services offered by QUIFERS, superseding any prior written or oral agreements in relation to the same subject matter herein.

## DISCLAIMER

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In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this

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