

Exhibit-1

“EICI STANDARD TERMS & CONDITIONS”

to the EXPRESS TERMINAL SERVICES AGREEMENT (hereinafter “**Agreement**”)

STANDARD TERMS AND CONDITIONS FOR AVAILING FACILITIES AND SERVICES RENDERED BY EXPRESS INDUSTRY COUNCIL OF INDIA (EICI) directly and through its contracted vendors, AT THE EXPRESS TERMINAL LOCATED AT **CHENNAI** (hereinafter “**EXPRESS TERMINAL**”)

WHEREAS the Express Company has executed an Agreement for availing of the services of EICI at the EXPRESS TERMINAL and hereby agrees to comply with this Exhibit 1 to the said Agreement which contains the STANDARD TERMS AND CONDITIONS.

By signing a copy of these standard terms and conditions for availing facilities and services, the Express Company hereby undertakes and agrees to be legally bound to the following Terms and Conditions:

1. Compliance with STANDARD TERMS & CONDITIONS

1.1 The Express Company hereby agrees, represents, warrants and undertakes to comply with these standard terms and conditions for availing facilities and services at the Express Industry Council of India, Express Terminal (hereinafter “**EICI STANDARD TERMS & CONDITIONS**”)

1.2 If there is a conflict between these EICI STANDARD TERMS & CONDITIONS and any other document, then in effect, these EICI STANDARD TERMS & CONDITIONS for availing facilities and services shall supersede and prevail. These terms and conditions shall supersede all prior understandings, oral, written or otherwise and may not be altered or modified unless specifically agreed to in writing.

1.3 EICI has been appointed as the Custodian of the Express Terminal by the Commissioner of Customs as the “**Custodian**” in the customs notified area for the receipt storage, examination and customs clearance of the goods imported/exported through Courier/Express mode as per Courier Import and Exports Clearance Regulations, 1998, and the Courier Imports and Exports (Electronic Declaration and Processing) Regulations, 2010 as applicable and as amended from time to time, at the Express Terminal in accordance with the Public Notices issued by customs from time to time and as a custodian it provides facilities and services to express companies enabling them to process their import and export express shipments at the Express Terminal in compliance with all applicable regulations and laws including inter alia customs and security regulations.

1.4 EICI shall directly and through its sub-contractors render the Services under the EICI STANDARD TERMS & CONDITIONS and the Express Terminal Services Agreement in a good, workmanlike manner in accordance with the best practices of the industry and accepted standards as may be applicable to such services.

2. FACILITIES AND SERVICES

2.1 Facilities and Services may be rendered by EICI directly or through its duly appointed vendors and shall inter alia include:

- (a) terminal, storage and processing (tsp); such services may include:
 - i. use of express terminal facilities or its services
 - ii. movement of express material within the Express Terminal

- iii. loading and unloading,
- iv. storage of shipments in warehouses or the Express Terminal if held by Customs for completion of any Customs clearance formalities

(b) presence of customs officers as provided and deputed by the Commissioner of Customs, Government on cost recovery basis or otherwise;

(c) x-ray machine usage and screening

(d) any other facilities or services that the Express Company may avail from EICI, not described herein, from time to time

2.2 By availing the above services as listed in 2.1 above (hereinafter : **“Facilities and Services”**) of the Express Industry Council of India (EICI) at the Express Terminal you agree to all the terms of these EICI STANDARD TERMS & CONDITIONS.

3. Warranties and Representations of the Express Company:

The Express Company warrants and represents as under:

3.1 It has the requisite and necessary regulatory approvals as may be required including inter alia registration as an Authorized Courier with customs, service tax and other tax authorities and has all the other necessary regulatory approvals which are current and valid and shall always be kept valid while availing the Facilities and Services of EICI;

3.2 It has taken all necessary action to authorize the execution, delivery and performance of this Agreement;

3.3 This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

3.4 It undertakes that it shall be responsible for ensuring that all its employees and all personnel and entities acting on their behalf at the Express Terminal shall comply with these Terms and Conditions and all applicable Government laws, rules, regulations at all times while availing the Facilities and Services from EICI;

3.5 It shall, while availing the Facilities and Services of EICI at the Express Terminal, at all times adhere to and be bound by the applicable laws, rules, regulations and procedures including but not limited to security rules and regulations issued by BCAS, Customs laws, import and export laws and other applicable government regulations while bringing and handling the shipments within the Express Terminal including inter alia the laws applicable to prohibited and or restricted shipments;

3.6 It shall be responsible for availing the Facilities and Services at the Express Terminal in accordance and compliance with customs laws and procedures, other applicable laws and directions issued by customs from time to time and no Dangerous Goods or prohibited goods and goods that may endanger the safety of the Express Terminal shall be brought in to the Express Terminal;

3.7 Under no circumstances will EICI be liable to the customers of the Express Company for any claims arising out of this Agreement and the same will lie against the Express Company which shall settle them directly with their customers in accordance with their terms and conditions executed with their customers. EICI shall not be responsible for any loss or damage not brought to its notice by the Express Company in writing, after the shipment has left the Express Terminal premises.

3.8 Express Company shall keep EICI indemnified against all claims, losses, liabilities from the customers of the Express Company or any third party arising out of or in connection with the acts of omission and commission of the Express Company or the consignor/consignee in the course of availing the services at the Express Terminal.

4. Obligations of the Express Company

The Express Company shall fulfill the following obligations relating to shipments brought to the Express Terminal:

4.1 Express Company will only avail the services at the Express Terminal during the validity of its Authorized Courier license issued by Customs.

4.2 Express Company undertakes to ensure that each shipment that is brought in the Express Terminal is properly marked, labeled, addressed, and packed to ensure efficient handling with ordinary care in handling.

4.3 The import and export goods shall be segregated and consolidated separately (in the case of documents) in identifiable courier company bags as may be applicable in accordance with the extant customs regulations, including inter alia with appropriate labels, in the following categories namely:-

- a. Documents
- b. Samples and free gifts
- c. Dutiable or commercial goods (Import goods only)

All shipments and packages of import or export goods shall bear a declaration from the consignor regarding the contents of the package and value thereof.

4.4 The authorized agent of the Express Company carrying goods at the airport shall file a statement immediately on arrival of the import goods with the proper officer.

4.5 Express Company shall ensure proper labelling, marking and packaging of all goods for import or export in accordance with Customs and IATA Rules.

4.6 Express Company shall ensure compliance with all applicable government regulations while bringing shipments in to and removing shipments from the Express Terminal after compliance with customs requirements including seeking Let Export Order for Export shipments and Out of Charge for Import shipments.

4.7 Payment of all customs duties/ taxes/charges/cess/levies and interest or penalties imposed or levied by the airport operator, customs or government authorities in connection with the provision of the Facilities and Services herein by EICI or its vendor, shall be borne by the Express Company over and above the charges mentioned in the tariff.

4.8 Express Company shall be responsible for all claims by government regulators or agencies for fines, penalties, sanctions or other remedies arising from or in connection with their failure to comply with its regulatory/legal and compliance requirements with respect to their customer's shipments;

4.9 In case of occurrence of any incident at the Express Terminal on account of the import or export shipment attributable to the Express Company or its employees, customers, agents, customers or any one acting on their behalf, EICI shall be entitled to solely hold the Express Company responsible and appropriate action as deemed fit by EICI may be taken.

4.10 Express Company shall put its customers to notice regarding compliance with all laws including inter alia security and customs rules and regulations.

4.11 The authorized agent/signatory of the Express Company shall sign the weight acceptance sheet with details of name and ID number in token of accepting the details recorded on the sheet.

4.12 Express Company shall ensure that express bags/pieces are 100% security screened.

4.13 Express Company shall ensure all its staff entering the Express Terminal have valid passes issued by the appropriate competent authority, i.e. CISF/BCAS/Customs/AAI/DIAL/MIAL/AI-SATS etc as the case may be.

4.14 Express Company shall ensure immediate and effective communication with EICI/AAI/MIAL/AISATS and DIAL.

5. Charges

5.1 Express Company shall use the Facilities and Services provided by EICI at the Express Terminal, for clearing of goods being imported and exported and shall pay for the same as per the Tariff enclosed as Exhibit II which may be modified from time to time or in case of other services as per the Invoice for the same raised in accordance with the terms of this Agreement.

5.2 EICI shall levy Charges for Customs cost recovery, Facilitation, Terminal Storage Processing as the case may be and which may include inter alia :

- i. terminal Storage and Processing charges
- ii. terminal handling
- iii. Customs cost recovery charges
- iv. electricity charges,
- v. insurance premium,
- vi. security charges,
- vii. electronic data interchange and electronic data interchange service centre charges,
- viii. value added network service charges,
- ix. licence fee
- x. demurrage charges for any other services not mentioned here

5.3 In consideration of use of Facilities and Services as provided by EICI at the Express Terminal, the Express Company shall pay the Charges for the Facilities and Services availed as per the rates enclosed with this Agreement as Exhibit 2, which may be subject to change from time to time as per the terms of this Agreement.

5.4 No extra charges will be payable for providing the facilities and services at night, on Sunday, and government holidays.

5.5 The Express Company, in order to avail the Facilities and Services, shall at all times maintain an interest free adjustable security deposit for a minimum amount equal to the average charges for 7 days for the Facilities and Services which shall be determined by EICI (hereinafter "**Security Deposit**") based on the volume of shipments processed by the Express Company which shall be paid in advance. This Security Deposit, may be adjusted against any unpaid invoices and which remain unpaid beyond 7 days from the date of Invoice for availing the Facilities and Services. The interest free adjustable Security Deposit may be tendered to EICI in accordance with clause 6.4 below. Express Company may also avail the services at the Express Terminal by making payments prior to availing the Facilities and Services subject to depositing the sum in the EICI Bank account in advance.

5.6 The above tariff is subject to change and all changes will be intimated to the users in advance by way of a Notice on the EICI Notice Board at the Express Terminal and the EICI website www.eiciindia.org.

6. Accounting and settlement

6.1 EICI shall invoice the Express Company for all charges related to Facilities and Service provided to the Express Company at the Express Terminal.

6.2 The invoice provided by EICI shall specify:

- The name and address of each party,
- The services invoiced, ,
- The relevant taxes as applicable over and above such charges,
- The payment due date if applicable,
- The interest rate chargeable in case of late payment.

6.3 Payment shall be made within 7 days from the date of receipt of invoice.

6.4 Express Company shall make the payment for Security Deposit and Invoices in accordance with one of the two options listed below:

Option 1. Express Company shall at all times maintain an interest free adjustable Security Deposit with EICI equivalent to 1 week average billing.

- a. Interest free adjustable Security deposit amount is payable in advance by cheque or by deposit in EICI Bank account
- b. Deposit Amount to be maintained is equivalent to 1 week average billing
- c. Payment shall be made in prior to availing the Facilities and Services by the following modes:
 - (i) By online transactions through ICICI Bank in advance before clearing the shipments
 - (ii) Payment by Cheque/DD on daily basis for daily transactions

Please note in case payments are not made in advance or there is a delay on account of non clearance of cheques etc, then EICI shall have the right to adjust the same from the Security Deposit to ensure that at no point is the Security Deposit amount less than the mandatory amount equal to 7 days average billing. In case the Security Deposit amount falls below the mandatory amount equal to 7 days billing cycle then the services shall be suspended for such Express Company till such time that the Security Deposit amount is maintained.

Option 2. Maintain an interest free adjustable Security Deposit with EICI equivalent to minimum of 1 month or more than 1 month's average billing cycle.

- a. Interest free adjustable Security Deposit amount to be paid in advance in the form of irrevocable Bank Guarantee in favour of EICI or advance payment by cash or cheque to be deposited in EICI Bank account.
- b. Bank Guarantee/Deposit Amount to be maintained with EICI should be equivalent to 1 months' average billing
- c. Undertaking to pay bill raised by EICI within 7 working days
- d. Express Company to issue cheques from their company's official bank account only
- e. In case Invoices are not cleared within 7 days EICI shall encash the Bank Guarantee or the Security Deposit
- f. Please note in case payments are not made in advance or there is a delay on account of non clearance of cheques etc, then EICI shall have the right to adjust the same from the Security Deposit to ensure that at no point is the Security Deposit amount less than the mandatory amount equal to 7 days average billing. In case the Security Deposit amount falls below the mandatory amount equal to 7 days billing cycle then the services shall be

suspended for such Express Company till such time that the Security Deposit amount is maintained.

All payments to be made only to EICI Bank account through normal Banking channels and No payments are to be made to any employee of EICI under any circumstances.

Express Company may indicate payment option at the time of execution of this Agreement.

7. Duties & taxes

7.1 Express Company shall be responsible for paying all charges including the applicable custom duties, service tax or any other applicable taxes for availing the Facilities and Services and shall promptly pay the sum due by the due date upon receipt of the invoice.

7.2 In case of violation of Section 7.1 herein or any of the terms of these EICI STANDARD TERMS & CONDITIONS the Express Company shall keep EICI indemnified against all penalties and fines, taxes, and our lawyers' fees and legal costs, attributable to the Express Company.

8. Limitation of Liability

8.1 EICI shall not be liable for loss, damage, delay, shortage, mis-delivery, non-delivery of a shipment of an Express Company on account of:

- a) misinformation or failure to provide information in connection with shipments by Express Company;
- b) the shipment comprising cash, currency, or other prohibited items;
- c) improper packaging, marking and labeling of a shipment.

8.2 **Force Majeure:** in case strike, fire or any natural calamities etc. occur, which are beyond control of the parties, thereafter EICI shall not be responsible if it is unable to render Facilities and Services as per the terms and conditions of this agreement.

8.3 Express Company shall indemnify, defend and hold EICI harmless from and against any liabilities incurred by EICI as a result of the breach of applicable laws by Express Company or claims against EICI by personnel engaged by Express Company.

8.4 EICI shall not be providing any cargo liability or all-risk insurance except insurance cover as required as per customs regulations acting as a custodian.

8.5 EICI shall not be liable for acts or omissions by the Express Company, including inter alia incorrect declaration of cargo, securing, marking and labeling, or incorrect address of the shipment, improper or insufficient packing; or for the acts or omissions of the employees agents or any third party acting on behalf of the Express Company or anyone else with an interest in the shipment. Also, EICI shall not be liable to any third party if Express Company violates any of the EICI STANDARD TERMS AND CONDITIONS.

9. Liability and indemnity of Express Company

9.1 Express Company shall indemnify EICI against all loss, damages, claims direct and/or arising out of the acts and/or omissions by or on behalf of the Express Company or its employees or arising from any import/export shipment brought into the Express Terminal by or at the behest of the Express Company as per the terms of this Agreement.

9.2 Express Company shall indemnify, defend and hold EICI harmless from and against any liabilities incurred by EICI as a result of the breach of applicable laws by Express Company or by

the customer's of the Express Company including from claims against EICI raised by personnel engaged by Express Company or its subcontractors.

10. LEGAL RESPONSIBILITY

In the performance of its obligations under this Agreement, Express Company shall:

- (i) not indulge into any activity that would be misleading, false, defamatory, unlawful or otherwise prejudicial to the interest of EICI;
- (ii) comply with all the applicable statutes as applicable to EICI or as may be applicable for availing the Facilities and Services under this Agreement. EICI shall not be liable in any manner whatsoever for any non-compliance on part of Express Company of the applicable laws and in the event of any adverse claim of whatsoever nature arising thereof, the entire burden shall be strictly borne by the Express Company;
- (iii) maintain all requisite records, registers, account books, documentation etc. which are obligatory under any applicable law in connection with availing the Facilities and Services at the Express Terminal and shall provide such information as may be required under any law to any authority or to EICI promptly upon request.

11. TERMINATION

11.1 That if at any time, Express Company commits a violation of any law or in the opinion of EICI commits a material breach of any provision of these EICI Standard Terms and Conditions, EICI shall have the right to immediately bar such Express Company from availing the Facilities and Services till such time that such violation or breach is rectified to the satisfaction of the EICI Board.

11.2 That if at any time, Express Company's authorization to operate at a Customs station is suspended, revoked or cancelled or not renewed, then the Express Company shall immediately inform EICI in writing and thereafter cease to avail the Facilities and Services of EICI, till such time that the suspension, revocation, cancellation is reversed and the Authorized Courier License is restored or renewed as the case may be. After such renewal or restoration of License, the Express Company shall inform EICI in writing before availing the Facilities and Services of EICI. In case the Express Company fails to so advise EICI in writing about such events as mentioned above which affect the ability of the Express Company to transact business at the Express Terminal, then EICI shall have the right to immediately bar such Express Company from availing the Facilities and Services till such time that such violation or breach is rectified to the satisfaction of EICI.

11.3 In the event of the Agreement or part there of being terminated by Notice or otherwise, such termination by Notice or otherwise shall not entitle the other Party for any claim whatsoever on this account including inter alia termination compensation. However the termination of this Agreement by any Party shall not absolve that Party from any liability incurred to the other Party till the date of such termination.

11.4 Any dispute arising out of this Agreement shall be subject to Mumbai jurisdiction. In case of any dispute between Express Company and EICI, the dispute shall be resolved by mutual consultation and mediation within 30 days and in case of failure to resolve, it shall be referred to arbitration by a single arbitrator mutually nominated by the disputing parties in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time and the award shall be binding on both the Parties. The seat of arbitration shall be Mumbai (India) and the proceedings shall be in English. Each Party shall bear its individual cost for the proceedings including the costs for their lawyers.

12. Notice

All important public communications will be put up on the Public Notice Board in the EICI premises and the EICI website www.eici.org which the Express Companies shall be responsible for checking the same regularly. Notices by one Party to the other Party which are specific to that Party shall be deemed effective when addressed and delivered in accordance with the terms and conditions of the Agreement.

13. General

13.1 EICI STANDARD TERMS AND CONDITIONS together with the Express Terminal Services Agreement along with the exhibits contain the entire understanding between the parties in respect of the subject matter hereof, and supersedes all other prior agreements, addendums, letters, representations and undertakings, whether oral or written.

13.2 If any term or condition of these EICI STANDARD TERMS AND CONDITIONS shall to any extent be or become invalid or unenforceable the remainder of the EICI STANDARD TERMS AND CONDITIONS shall not be affected thereby and all other terms and conditions shall be valid and enforceable to the fullest extent permitted by law.

13.3 The Express Company nor any person acting on its behalf will give, promise to give, or offer to give, any loan, gift, donation, payment or other item of value directly or indirectly to or for the benefit of any Indian government official or political party, or to the employee's of the EICI or its vendors to obtain or retain business or to secure any improper advantage for the Express Company in the course of availing the Facilities and Services at the Express Terminal. .

13.4 Nothing in this Agreement is or is intended to create or constitute a partnership or joint venture between the Parties.

13.5 This Agreement is personal to the Express Company and may not be assigned in whole or in part by the Express Company without the express written consent of EICI.

13.6 The Parties agree that this Agreement shall be legally binding on the Express Company and shall be executed by the duly authorized signatory of the Express Company.

13.7 No amendment or waiver of any of the provisions of this Agreement shall be binding on EICI unless made in writing and signed by EICI.

13.8 Except as otherwise agreed, the Parties agree to keep the terms of this Agreement strictly confidential except for any disclosure required to be made by law and except for any disclosure required for the purpose of implementing the provisions of the Agreement, provided that a similar duty of confidentiality is imposed on any party to whom any information is disclosed.

13.9 This Agreement has been executed by the Parties hereto of their own free will, without any coercion and undue influence and shall be valid and legally binding on both Parties from the date above written.

13.10 This Agreement shall be governed by and construed in accordance with the laws of India.

Signed on the _____ day of _____, 2015

at _____ :

for and on behalf of Express Company

Name of Express Company :

Name of Authorized Signatory :

Designation :

Signature :

Express Company Seal