
- **POLICY**

Payment and refunds policy establishes the terms and conditions of the following:

- Any of the payments to be made to Arena Cargo And Logistics India Private Limited.
- Refunds in the form of credits for future matches (if any) required to be made to you, with respect to the Payment made by you to Arena, for the services provided by Arena.
- Arena may revise and amend this refund and Cancellation Policy from time to time.

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- All payments made to Arena online services will be made through an electronic and automated collection and remittance service (the Payment Gateway) hosted on the site through payment gateway service providers.
 - Arena makes no representation of any kind, express or implied, as to the operation of the Payment Gateway. You expressly agree that your use of the Payment Gateway is entirely at your own risk.

- **REFUND POLICY**

The procedure adopted for payments to Arena is as follows:

- You will have to make a payment of the prescribed service fee to confirm your interest for a service provided by Arena. Upon the successful payment of the fee (Payment?), a receipt containing the details of the Payment will be generated;
- Once the payment is complete, Arena does not Guarantee to provide refund, if you later decide to cancel the order.
- Our effort is to try and offer you the best possible service in a timely manner and to your satisfaction. Once order is confirmed, and the payment is made Arena reserves its right to hold that payment.

- **LIMITATION OF LIABILITY**

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- In no event shall Arena be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, data or other intangible losses arising out of or in connection with the access to, use of, or reliance on the Payment Gateway services.

- Arena assumes no liability whatsoever for any monetary or other damage suffered by you on account of:
 - The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway.
 - Any interruption or errors in the operation of the Payment Gateway.
- You agree, understand and confirm that personal data including without limitation details relating to debit card/credit card transmitted over the internet is susceptible to misuse, theft and/or fraud and that Arena has no control over such matters. Arena does not represent or guarantee that the use of the Payment Gateway will not result in theft and/or unauthorized use of data over the internet.

- **BANKING DETAILS**

- The records of Arena and/or the Payment Service Provider, generated by the transactions arising out of the use of Arena? service, including the time the transaction is recorded, shall be conclusive proof of the genuineness and accuracy of the transaction.
- The details provided by you for use of the Payment Gateway will be correct and accurate and you shall not use a debit/credit card/ net banking which is not lawfully owned by you.
- You further agree and undertake to provide correct and valid debit/credit card / net banking details.
- In default of the above conditions, Arena shall be entitled to recover the amount of the transaction from you. Further, Arena also reserves the right to initiate any legal action for recovery of cost / penalty or any other measures, as it may deem fit.

- **GOVERNING LAW AND JURISDICTION**

This Policy shall be governed by the laws of India, without giving effect to the principles of conflict of law provisions thereof. Further, the courts at Delhi NCR shall have exclusive jurisdiction for all matters related to, arising out of or in connection with this Policy.

Quote Terms & Conditions:

This quotation is valid from the issue date through the stated validity date.

This quotation is not binding until expressly accepted by the customer. The Arenay entity issuing this quotation may update or amend this quotation at any time prior to the acceptance by the customer.

This quotation may be rescinded after customer's acceptance in the event the quotation was affected by a system error or in the event of changes occurring in relation to mode of transport, currency exchange rates, third party freight rates, insurance premiums or any third party charges applicable to the goods or any change in the parameters on which the quotation was based.

This quotation applies to general cargo only. Cargo requiring special handling such as, but not limited to, hazardous goods, perishable cargo, oversized cargo, overweight containers, and non-stackable cargo, may be subject to additional charges.

Cargo pickup and/or delivery is based on regular service during normal business hours. Additional requirements such as, but not limited to, after hours delivery, tailgate delivery, appointment delivery, hand load/unload, inside delivery, residential delivery, rush delivery, multiple stops, diversion miles, and deliveries requiring special equipment, may be subject to additional charges.

For air freight shipments where TSA Known Shipper rules and regulations apply, quotation applies to Known Shippers only. Additional charges may apply to Unknown Shippers.

Unless otherwise stated, quotation is exclusive of the following costs, which will be invoiced to the customer to the extent applicable:

- any taxes, export and import customs duties, excise taxes, VAT, and other fees levied on the cargo being exported/imported
- fees for the processing of letters of credit
- fees in connection with any legalization, notarization, or other certified attestation required
- fees in connection with quarantine-related measures imposed by destination country including Seasonal measures for Brown marmorated stink bug (BMSB).

Customer has sole responsibility for any demurrage, inspection, storage, detention and/or third party pass-through charges or costs or costs resulting from a force majeure event.

Quotation is subject to General Carrier Adjustment (GCA), dependent on market conditions, fuel surcharges, weight surcharges, fumigation charges, or other surcharges without prior notice as per carrier terms.

Transit times are for general cargo only. Transit times are subject to carrier delays, schedule changes, or upliftment, and carriers reserve the right to transship goods.

Quotation is subject to empty equipment availability, space availability, cargo acceptance, and confirmation at time of booking.

Final shipment price is based on the actual or cubic dimensional weight, whichever is greater as determined by the carrier. Any changes in the weight whether volumetric or actual will result in rate adjustments.

Any cargo that is mis-declared at time of quote, the quote will become void and any costs / fines relating to the unsuitable nature of the cargo will be for the shipper's account.

At Arena 's discretion, interest may apply to any amounts which may become overdue for which payment has not been received. Agility reserves the right to on charge any and all costs associated to the process of recovering any monies owed outside of agreed terms.

All business is transacted subject to the Arena Cargo And Logistics India Private Limited services not covered by these conditions, the terms and conditions of the local freight forwarding association in the origin country or any similar standard industry terms shall apply.

IMPORTANT NOTE: The worldwide outbreak and spread of COVID-19 (Coronavirus) is resulting in constant and often drastic changes in the supply chain. These can involve, amongst other things, changes to rescheduling and access to services, changes to rates and operations and changes in availability of carriers and space.

As a result, the terms of this quotation in respect of freight space, service availability, rates and schedules may differ from the terms agreed in a contract with you. By accepting this quotation, you accept that the terms hereunder will amend the terms of the contract with you with respect to this particular service, and you waive any contractual formalities in connection with such amendment. Save as set out, all other terms and conditions of the contract shall remain unchanged.