

ODDLE LOGISTICS TERMS OF SERVICE

1. GENERAL

- 1.1. These terms ("**Logistics Terms**") apply to Oddle Logistics services ("**Oddle Logistics**") .If you access and/or use Oddle Logistics, you hereby acknowledge and agree that these terms are expressly incorporated into the Merchant Terms of Service made available at www.oddle.me/terms. If there is any conflict or inconsistency between the Logistics Terms and the Merchant Terms of Service, these Logistics Terms shall prevail.
- 1.2. All terms and references used in the Merchant Terms of Service and which are defined in the Merchant Terms of Service, shall have the same meaning or construction in these Logistics Terms.
- 1.3. We also may from time to time publish additional fees, surcharges, policies, guidelines, rules, and conditions applicable to your use of Oddle Logistics at <https://help.oddle.me/en/collections/2416043-logistics-service> ("**Logistics Guidelines**"). You agree to comply with the Logistics Guidelines which are incorporated by reference into these Terms. If there is any conflict or inconsistency between the Logistics Guidelines, the Logistics Terms and the Merchant Terms of Service, the Logistics Guidelines shall prevail.

2. SERVICE

- 2.1. Merchants can engage Oddle Logistics through the Platform in order to enable the delivery of Orders ("**Delivery**") to their Customers. Oddle Logistics is limited to the collection, transportation and delivery of the Order.
- 2.2. The Merchant acknowledges and agrees that Oddle and its Partners shall not be liable for any Merchant's Products save as expressly set out in these Logistics Terms.
- 2.3. Oddle and its Partners shall take reasonable endeavours to:
 - 2.3.1. deliver the Products to such recipients as may be instructed by the Merchant;
 - 2.3.2. prevent loss or damage to the Products; and
 - 2.3.3. deliver the Products in accordance with the estimated delivery schedules.

3. RESPONSIBILITY OF MERCHANT

- 3.1. The Merchant shall:
 - 3.1.1. provide clear, accurate and complete instructions for the performance of the Delivery. In the event that there is any inaccuracy and/or discrepancy between the instructions provided by the Merchant in connection with the Delivery, and the actual performance of the Delivery, the Merchant shall be solely responsible for bearing all extra costs arising from the difference;
 - 3.1.2. ensure that all relevant Products for an Order are available for collection by our Partners at such time as may be indicated on the Platform, or as otherwise notified by Oddle to the Merchant or the Merchant Restaurant (collectively, "**Designated Collection Time**"). The Merchant shall further ensure that the Partners are not required to wait for more than ten

(10) minutes from the Designated Collection Time to collect an Order at the Merchant Restaurant ("**Wait Time**"). Additional Fees (as set out in **Annex A**) will apply if the Wait Time exceeds ten (10) minutes; and

- 3.1.3. ensure that the right Products for an Order are properly packaged in such manner so as to be suitable for delivery and to protect against any spillage or damage in the course of delivery;
 - 3.1.4. ensure that the Products for an Order are passed to our Partners in the appropriate condition;
 - 3.1.5. ensure that each Order is correctly labelled with the Order number and recipient name, contact number and address, and that the correct Order is passed to our Partner. Any additional trips required due to missing/wrong items will be charged to the Merchant according to **Annex A**. In such cases, Oddle and its Partners shall not be held liable for any complaints or demands for refund or any compensation; and
 - 3.1.6. not engage our Partner's drivers/riders directly or indirectly within a period of twelve (12) months after the Order has been completed.
- 3.2. With respect to the Order, the Merchant represents and warrants that the Merchant shall comply with all applicable laws and regulations with respect to the packaging, handling and storage of the Products. Oddle and its Partners may, in its sole discretion, refuse to accept any Products that are dangerous, hazardous, or in violation of applicable laws.
- 3.3. The Merchant acknowledges and agrees that Oddle and its Partners are not liable or responsible for providing any protective service for the Products, including ensuring that the Products are delivered at a specific or recommended temperatures (e.g. sushi). The Merchant accepts that the Delivery shall be performed at the Merchant's sole risk.

4. FEES

- 4.1. In the event that the Merchant requests for Oddle Logistics for any Order, Merchant shall, in addition to the Fees payable for the use of the Platform and our Services, pay the Fees as set out in **Annex A** to Oddle. The Fees in **Annex A** are charged on a per Order basis.
- 4.2. Allocation of vehicle type might differ due to the delivery distance between the pickup point and destination point, weight and size of the Order items, as well as the availability of riders and drivers ("**Partners**"). In the event that a different vehicle other than the selected vehicle is used due to delivery distance (as stated on our Logistics Guidelines) and/or unavailability of Partners, Merchant will be charged accordingly based on the vehicle assigned to the Delivery. Oddle shall be entitled to have the final say on the choice of vehicle used for the delivery of each Order, and the Merchant shall not challenge Oddle's decision.
- 4.3. In the event that Oddle determines that the weight and size of the Order items exceed the specified weight and size limits associated with a particular vehicle selected by the Merchant, Oddle is entitled to:
 - 4.3.1. change the vehicle type used for the Order, and impose such additional price differential associated with the re-assigned vehicle type. In such event, Oddle shall not be responsible for any late delivery associated with the Order;
 - 4.3.2. perform the Delivery for the Order, but with the help of an additional person, and impose such additional fees as set out in **Annex A** (including the differential fees); or

- 4.3.3. decline to perform the Delivery. In such event, the Merchant shall bear 50% of the Fees if the driver/rider is present on the Merchant's Restaurant.
- 4.4. Oddle may modify the Fees at any time on written notice to Merchant, including email or notification via the Merchant Account on the Platform) and such modification shall be in effect (7) days after such notice. In the event that our partners implement surcharges that were not previously in place within a period that is shorter than the above, the modified Fees will be in effect immediately after such notice.

5. LIMITATION OF LIABILITY

- 5.1. Without prejudice to the Merchant Terms of Service, Oddle and its Partners are not liable for any failure or delay in the performance of its obligations, or any Losses whatsoever, arising out of or in connection with the following events:
 - 5.1.1. The Merchant's failure to comply with its obligations as set out in Clause 3 above;
 - 5.1.2. Traffic events such as traffic jams, road repairs, detours due to road closure, flooded roads;
 - 5.1.3. Bad weather conditions and natural disaster;
 - 5.1.4. Car accidents involving the Partner's driver/rider;
 - 5.1.5. Long-distance orders that require an hour journey by driving only, not including time needed to transport items into the vehicle; and
 - 5.1.6. Other unforeseen events arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunctions of utilities, computer (hardware or software) or communication service, accidents, labor disputes, acts of civil or military authority, or governmental actions
 - 5.1.7. In addition to the foregoing, you specifically acknowledge and agree that we and our Partners are not liable for any reputational damages or losses arising out of or in connection with any delivery-related issues.
- 5.2. Oddle and its Partners shall not be liable for any delay or non-delivery arising out of or in connection with the detainment of the Products by any government authorities.

6. DELIVERY INCIDENT & COMPENSATION

- 6.1. Incident reports must be submitted within three (3) calendar days from the Delivery date with Order details, photos (where required by Oddle) and description of the incident ("**Incident**"), in such form and method as may be prescribed by Oddle.
- 6.2. Reports that are submitted after three (3) calendar days will not be processed.
- 6.3. Oddle and its Partners will investigate the Incident to ascertain the causes and sequence of events. In the event that the Partner is solely responsible for the late Delivery, Oddle shall determine an appropriate compensation for the Merchant at its sole discretion, in accordance with our then-prevailing policies. Oddle has the sole discretion to determine if the compensation shall take the form of cash, or credits with equivalent monetary value.
- 6.4. Oddle and its Partners will not be liable for any Losses whatsoever if:
 - 6.4.1. The Customer has signed on proper delivery; or
 - 6.4.2. The Incident report furnished by the Merchant does not come with a detailed description and/or picture of the damaged items to the satisfaction of Oddle.
- 6.5. Any compensation and/or compensation policy offered by Oddle to the Merchant, as set out in **Annex B**, is independent from the Merchant's compensation policy or service recovery practices to its own Customers. Oddle shall in no event be required to compensate and/or reimburse the Merchant and/or its Customer based on how the Merchant compensates a Customer or otherwise responds to a Customer complaint.

Annex A

ODDLE LOGISTIC PRICE SHEET

Basic Fee	Vehicle type ¹			
Distance	Bike	Distance	Car	Van
0km-3km	Base fare \$13.00 (before GST) \$14.17 (after GST)	0km-10km	\$21.00 (before GST) \$22.89 (after GST)	\$37.00 (before GST) \$40.30 (after GST)
3km-22km	Base fare + \$0.36 (before GST) \$0.3852 (after GST) for every km from the first km	Above 10km	\$23.00 (before GST) \$25.07 (after GST)	
Above 25km	Car will be assigned In the event that a Bike is assigned, bike fare will be applied			

Please refer to our detailed delivery fee guide [here](#).

Other Fees	
Delivery to restricted zones ¹	This refers to the additional charge for delivery to restricted zones \$15.00 (before GST) \$16.20 (after GST)
Cancellation Surcharge	Basic fees apply for delivery requests that are canceled by Merchant within 30 minutes from the expected food pickup time, after being matched to a driver
Holiday Surcharge ²	Additional \$4.00 (before GST) \$4.36 (after GST) for delivery fulfilled on public holiday eves, public holidays and observed public holidays
Weekend Surcharge ²	Additional \$3.00 (before GST) \$3.27 (after GST) for delivery fulfilled on Fridays, Saturday and Sunday Not applicable when public holiday falls on a weekend.
Dynamic Surcharge	Additional charges of \$0.50 to \$2.00 will be applied depending on the availability of drivers.

Please refer to <https://help.oddle.me/en/collections/2416043-logistics-service> for more information on our support service, list of restricted zones¹ and surcharges².

Annex B

ODDLE COMPENSATION POLICY

Incident type	Required information	Compensation
Food Damage	Order's information, image and value of damaged item(s)	Up to 100% value of the damaged item(s)
Missing Items	Order's information and value of missing item(s)	100% value of the missing item(s)
Food not delivered to the customer after being picked up	Order's information and incident description	100% of the order value and delivery fee
*Late delivery in less than 10 minutes	Order's information	No compensation
*Late delivery from 11 - 20 minutes	Order's information and customer's receiving time	10% of the order value excluding delivery fee
*Late delivery from 21 - 30 minutes	Order's information and customer's receiving time	30% of the order value excluding delivery fee
*Late delivery from 31 - 60 minutes	Order's information and customer's receiving time	50% of the order value excluding delivery fee
*Late delivery by more than 60 minutes	Order's information and customer's receiving time	100% of the order value and delivery fee

*For late delivery, the compensation that applies will be calculated from the end of the delivery window, i.e. for an order that is to be delivered between 12 - 12.30pm and is actually delivered at 1pm, it will qualify under the "Late delivery from 21-30 minutes" incident type.

Compensations, if applicable, shall be in the form of credit notes, and the payments will be processed in fortnightly cycles.

Claims are limited to one claim per delivery order, settlement of which shall be full and final settlement for all loss or damage in connection therewith.

Provided that Oddle is satisfied that the user's claim is justified, Lalamove's liability for any loss of or damage to the delivery item shall be capped to the value of the delivery item or \$300, whichever is lower.