GEODIS Bangladesh Ltd. Standard Trading Conditions

PRELIMINARY ARTICLE: PURPOSE AND SCOPE OF APPLICATION

The purpose of the present STC is to define the terms and conditions under which our Company, as a transportation and logistics service provider, acting in any capacity whatsoever (freight forwarder, carrier, warehouse owner, carrier’s agent, customs broker, handling operator, representative), shall perform any activities or services connected to the physical movement of the Goods from any origin to all destinations within or outside the jurisdiction of the Company. In addition to this, the present STC includes applicable taxes such as VAT/sales taxes, customs duty and other government taxes and /or statutory charges imposed with respect to the provision of Services, which shall be paid by the Merchant. The Merchant agrees to pay and indemnify and hold Company harmless from and against all franchise, duties, VAT and business taxes together with penalties, fines or interest thereof, imposed by any taxing authority with respect to the Goods including but not limited to their transportation and customs declaration.

Notwithstanding anything to the contrary, Company shall be entitled to adjust the Rates and Charges in the event of an increase of cost to the Company in providing the Services which arises as a consequence of (i) significant changes in the market rates, change of volumes/destination mix, fuel surcharge (as detailed under 3.2), changes in freight forwarder rates, eg (ii) any increase in duties, taxes, levies, deposits and outlays whatsoever levied by any government authority (iii) emergency surcharges to recover costs associated with temporary emergency situations prevailing in the Company’s own behalf (as Principal).

The Company shall pass on to the Merchant one hundred percent (100%) of any fuel surcharge, including but not limited to the Bunker Adjustment Factor (BAF) and /or Fuel Rate Adjustment imposed by its transportation carrier, and if any other surcharge is imposed pursuant to any law and/or any agreement between Company and its transportation carriers.

With respect to the fuel surcharge applied by the air carrier involved in the air leg of the journey, the applicable calculation schedule in annexure, the Company will apply the applicable Fuels Fuel Surcharge available upon request. With respect to the fuel surcharge applied by the shipping carriers without the relevant calculation schedule in annexure, the Company will apply the applicable BAF /& fuel surcharge adjusted quarterly and available upon request.

3. Unless otherwise expressly agreed, the Rates and Charges are valid for Services during the hours of standard business days of the Company. The Services shall include public holidays and weekends. Any service not listed in the Purchase Order and quoted for in the price list shall be considered as additional or exceptional and shall be quoted by case and after written approval by the Merchant.

4. The Merchant shall pay to Company all sums immediately due and unless otherwise agreed by the parties, in writing, no later than 30 days from the date of issuance of the invoice without any deductions, withholding, counterclaim or set-off or otherwise. When the Company is instructed to collect freight, duties, fees, charges, or other expenses from any person other than Merchant, Merchant shall remain responsible for the payment of the same. On any amounts overdue to Company, Merchant shall be entitled to interest calculated at 0.05% per day.

5. If the Purchase Order is terminated for any reason, any sums payable for the Services preceding the date of termination shall become immediately due and payable without deduction or demand on account of any claim, counterclaim or set-off.

6. All amounts due to Company will be invoiced and are payable in USD and if any amount is required to be converted, such amount shall be converted at a date prior to the date on which the Company invoice is issued. Company is entitled to change a currency conversion premium when converting receivables into USD if Company is required to convert a currency in a country where USD are not payable. Any currency exchange expenses and any associated bank or currency charges shall be borne by Merchant.

7. Company may appoint any of its branch office to invoice, settle and collect any amount due by the Merchant under these STC and Merchant agrees with the appointment with regards to the said invoicing, settlement, and collection.

8. The provision of the Services shall not create undue hardship over the Company. In such case, the Company may be entitled to (i) ask for a revision of its Rates and Charges in order to restore the equilibrium of the relationship by written notice in a form of registered letter containing the information necessary to prove the existence of the undue hardship, or (ii) terminate the contract with the Merchant by giving written notice within 10 working days. The provisions of Article 12 above, provided that the parties were not able to find an agreement on the Rates and Charges during the period of 3 (three) months starting from the day of receipt of the registered letter described in the Article 3.8.1 above.

4. WARRANTY

4.1 The Merchant entering into any transaction or business with the Company hereby expressly warrants that it is the owner or the authorized agent of the other and that it is authorized to accept these STC not only for itself but for the owner.

4.2 Merchant will provide all shipment documentation and transportation, or any other required documentation for the particular Services, as established by the applicable laws and regulations in force in the relevant territories in which the Services are performed. Merchant further warrants that all such information is completed by or on behalf of the Merchant is complete and accurate and that each Good in the shipment is properly described in the transport documents or in any other documents.

4.3 Merchant will provide accurate information concerning any Party, including any third Party, from whom Company is to pick up any shipment. In relation to such receiver or third Party, Merchant shall be responsible for any costs or losses incurred due to confusion, refusal to accept, insolvency or refusal to pay.

4.4 Merchant warrants that it will comply fully with all commodity restrictions, security, information, customs, packaging and labelling requirements for each service, as established by the applicable laws and regulations in force in relevant territories in which the Services are performed or to be performed.

4.5 Merchant warrants that it will comply fully with all customs, import, export and other laws and regulations applicable. Merchant will provide Company with accurate customs commodity codes, full Good descriptions, values, origin of all Goods.

4.6 Merchant shall indemnify and hold Company harmless in respect of Hazardous Materials not disclosed to such, improperly packaged, missing appropriate accompanying documentation, or misslabeled, or any that are transported according to any service for which they are not specifically pre-approved by the Company. The Company shall be released from all liability with respect to any claims or damages or claim or damage to the property or to any other Goods would or may cause pollution of the environment or harm to human health, whether by spreading of dump, inflation, leakage or the escape of fumes or substances or otherwise however.

4.7 Merchant warrants that before presentation of the Goods for collection, the Merchant will inform the Company in writing of any special peculiarities necessitated, weight or condition of the Goods or of any statutory duties specific to the Goods with which the Company may need to comply.

4.8 Should the Company in his capacity of charterer or shipper become liable in connection with carriage of Merchant's Goods by sea, to pay general average contribution to the ship-owner or the carrier or become exposed to claims from third party. For reasons stated above, the Merchant shall defend, indemnify and hold harmless the Company in respect of any claims of a general average nature, including any claims or demands formarting or security or any claim or demand, for the loss or damage of or to any part of the Goods or for the delay or the non-delivery or for the non-arrival of the Goods or for any other loss or damage or injury to the property of the Company or to any other Goods would or may cause pollution of the environment or harm to human health, whether by spreading of dump, inflation leakage or the escape of fumes or substances or otherwise however.

5. RATES & CHARGES – PAYMENT TERMS

5.1 The Rate and Charges as set out in the Company price list and/or in the Purchase Order are incorporated herein and excludes applicable taxes such as VAT/sales taxes, customs duty and other government taxes and /or statutory charges imposed with respect to the provision of Services, which shall be paid by the Merchant. The Merchant agrees to pay and indemnify and hold Company harmless from and against all franchise, duties, VAT and business taxes together with penalties, fines or interest thereof, imposed by any taxing authority with respect to the Goods including but not limited to their transportation and customs declaration.

5.2 The Company will be entitled to adjust the Rates and Charges in the event of an increase of cost to the Company in providing the Services which arises as a consequence of (i)
the Company provide such security as may be required by the Company.

4.10 If at any time the Company reasonably considers that the carriage of the Goods should not be undertaken or continued or only continued after affecting any necessary Incidental Matters or incurring additional expense or risk, the Company shall be entitled to:

a) abandon the carriage of such cargo or to effect such additional incidental matters and incur such additional expense or risk, as may be reasonably necessary in order to enable the carriage to be effected or further effected; and

b) be reimbursed by the Merchant for the cost of all such additional Incidental Matters and all such additional expense incurred.

4.11 Merchant shall indemnify and hold harmless the Company for any expenses, costs, loss or damage arising out of its failure to comply with any applicable laws or regulations and for its breach of the warranties and obligations stated out in this clause.

5. COMPANY’S RESPONSIBILITY

Company undertakes that it has, and shall maintain during the term of this STC, all authorities, registrations, licenses, permits and insurances required by law, and shall provide such security as may be required by the Company.

6. LIABILITY

6.1. Company shall only be liable to Merchant in respect of the direct physical loss or damage to Goods. The Company shall not be liable for delays and for indirect or consequential loss or damage including but not limited to special damages caused by procurement of substitute goods or Services, loss of opportunity or future business, loss of profit, loss of income, loss of goodwill, costs of production, production line stoppage and even if the risk of such loss or damage was brought to the attention of the Company. Further, the Company shall have no liability for false or inaccurate indications, a false or inaccurate description or specific indications essential to the proper performance of the operation, inherent vice of the Goods; error, omission or fault of Merchant; Force Majeure event or any regulatory constraints, in particular linked to the nature of the Goods and any other cause or event which the Company is unable to avoid by due diligence.

6.2. Merchant acknowledges and agrees that the transit times stated in the Purchase Order, if any, do not constitute a time guarantee. Company will use its best commercial endeavors to enable that the Goods arrive within reasonable time.

6.3. The Merchant acknowledges that inherent in the nature of storing, handling, and transporting Goods is the possibility of difference between the actual physical quantity of the Goods in Company’s possession and the quantity recorded. Such loss could have occurred by undetected short supply, pick error, non-recorded minor damages and other causes. Any such difference can lead to the Merchant suffering loss or “value shrinkage”. Merchant agrees to a 0.5% shrink allowance, based on the value of Goods stored for a period of one year for loss due to damage, mysterious disappearance or other inventory shrink. Value of Goods will equal manifested cost plus, plus freight charges and applicable taxes. Shrink allowance will be applied against the net results of the physical inventory and cycle count adjustments made during the one-year period.

6.4. Company shall be responsible for any and all loss or damage to the Goods that occurs while the Goods are in the care, custody or control of Company or any subcontractor engaged by Company subject always to the liability limits herein provided.

6.5. General

6.5.1 Where the Company acts as agent, the Company shall not be liable for the loss of the Merchant incurred through the acts or omissions of third parties unless and except to the extent that the loss is caused by the negligence of the Company subject always to the benefits of the exceptions and liability limitations under these STC.

6.5.2 Where the Company acts as Principal, subject always to the benefits of the exceptions and liability limitations under these STC, the liability of Company for loss and damage to the Goods shall be determined as below:

a) For Goods transported by vessels that are arranged by Company, the liability of Company for loss or damage sustained while in the possession of the vessel or during the voyage will be limited to the liability limits of the vessel.

b) If the Company has agreed to seal the Container, then the Company shall not be liable for loss or damage otherwise than by hidden vice to the extent that the loss is caused by the negligence of the Company subject always to the benefits of the exceptions and liability limitations under these STC.

6.6. Company is liable for proven fault, if any, for any claim arising from customs broker services be limited to USD 50.00 per entry or the amount of brokerage fees paid by Company on Merchant’s behalf, whichever is less not to exceed 75,000 SDR in the aggregate.

6.6.1 Except in so far as otherwise provided by mandatory laws and regulations, notwithstanding any other provision of this STC, the Company’s liability whether arising from negligence, failure or otherwise shall always be limited up to 100,000,000 SDR per occurrence and 1,000,000 SDR in the aggregate.

6.7. Any loss or damage that occurs during the period of the ancillary services to transport (including but not limited to transit, consolidation, cross docking) but not during transportation shall be deemed to have occurred during the transportation portion of the services and therefore be subject to the liability limits of the relevant transportation service.

6.8. In light of the limitations of liability applied by Company, Company recommends that the Merchant arranges cargo insurance to protect its own and other’s interests. Company can arrange cargo insurance, after written agreement.

7. CONTAINERS

7.1. If a Container has not been packed or stuffed by the Company, the Company shall be liable for loss of or damage to the contents if caused by:

a) the manner in which the Container has been packed or stuffed,

b) the unsuitability of the contents for carriage in Containers, unless the Company has approved the suitability,

c) the unsuitability or defective condition of the Container,

d) the fact that the Container is not sealed at the commencement of the Carriage, except where the Company has agreed to seal the Container.

7.2. Where the Company is instructed to provide a Container, in the absence of a written request to the contrary, the Company is not under an obligation to provide a Container of any particular type or quality. The Merchant warrants that it will return the empty Container in a clean and cargo worthy condition to the following address: 1234 Main Street, Box A, B, C or D, for the following purpose: always, days 7 for general containers and 5 days for other containers. The Merchant agrees and acknowledges that the Merchant will pay any Container detention charges to the Company as agent for the owners of the Containers always, days 7, for general containers and 5 days for other containers. The Merchant agrees and acknowledges that the Merchant will pay any Container detention charges to the Company as agent for the owners of the Containers.

7.3. The Merchant shall defend, indemnify and hold harmless the Company against all liability, loss, damage, costs and expenses arising from one or more of the matters referred to in Article 7.1, including but not limited to all charges and liabilities arising in connection with the use of any Container or Containers including repair, cleaning, shores, coiling costs and or detention charges. The Merchant’s indemnity will include any reasonable costs, either administrative or legal fees, incurred in recovering from the Merchant any amounts owing, pursuant to this indemnity.

8. FORCE MAJEURE

8.1 Neither Party shall be liable for damage to Goods or delays and/or defaults due to causes beyond its control and without its fault or negligence, including, but without limiting: acts of God, of the public enemy; fire or explosion; flood; actions of the elements; war; total or partial failure of transportation, delivery facilities or suppliers; acts or requests of any governmental authority; public health emergency of international concern, such as contagion, pandemic and epidemic; or any cause beyond its control, including without limitation, delays in the acts or omissions of any Parties other than Company or Merchant, whether or similar to the foregoing provided that the Party whose performance is affected gives written notice of its Force Majeure to the other Party within ten (10) days of its first occurrence (any such event, a “Force Majeure Event”). In the event of a Force Majeure Event, the Merchant shall compensate Company for all Services provided during the period of the Force Majeure Event. If the Force Majeure Event exceed a thirty (30) day period, the other Party in its discretion may have the right to terminate the STC by giving the other Party fifteen (15) days written notice of its intent to terminate the STC.

9. LIEN

9.1 In addition to all other remedies Company shall have the right to impose retention or lien, or other right to retain possession, sell, or otherwise dispose of Merchants’ Goods, documentation or property in transit, stored or otherwise within the possession or control of Company for satisfaction of any amounts owed by Merchant.

9.2 For the purposes of these STC, the Company shall be deemed to have custody and possession of the Goods whether the Goods are in the actual physical custody and possession of the Company or of any of its subcontractors, servants or agents, and whether or not the Company is in possession of any documents of title relating to the Goods. The Merchant and the Company agree that the Company has possession of the Goods even if the Goods are in the possession of the Company’s subcontractors, servants or agents.

10. SUBCONTRACTORS

10.1 Merchant acknowledges that the Services rendered will be provided by a global network of the Company including its own contractors, sub-contractor or agents and Company perform the Services in cooperation and collaboration with such other duly appointed subcontractor.

10.2 The Company has complete freedom to decide upon the means and procedure to be followed in the handling and storage of Goods and is entitled and authorized to engage subcontractors to perform all or any of the functions of the required of the Company upon such terms and conditions as the Company in its absolute discretion may determine or require. The Merchant acknowledges that the clause will be made against any and every sub-contractor or agent of the Company which imposes or attempts to impose upon any of them any liability whatsoever in connection with the Goods. If any such claim should nevertheless be made, the Merchant undertakes to indemnify the Company against all consequences thereof.

11. COMPLIANCE WITH LAWS

11.1 Either Party agrees to comply with the applicable provisions of any country, federal, provincial and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder and any provisions, representations or agreements, or contractual clauses required thereby to be included or incorporated herein, or by reference or by operation of law in this STC, including but not limited to anti-money laundering, anti-corruption, anti-bribery Laws and export control laws and regulations in each country and region of operation.

11.2 The Merchant represents and warrants, that he will solely bear the damages/risk resulting from any breach of duties under this Clause and this STC and agrees to indemnify Company (or any of Company’s sub-contractors) against any claims, suits, actions, losses, damages or expenses (including, but not limited to) fines, damages etc. resulting from the Merchant’s non-compliance therewith, whether this was intentional or the result of negligence, or resulting from the Merchant’s failure to provide all information requested or needed by Company in order to comply with above laws and regulations.

12. EXPORT CONTROL

12.1 Merchant (together with its affiliates) shall comply with all applicable export control laws and
12. In case that for any of the above-mentioned reasons an export license or permit is required, it is Merchant’s responsibility to obtain it and provide a copy to Company.

12.3 Merchant shall screen consignees/end users prior to any shipment to avoid any shipments to denied Parties (per end local legal entities).

12.4 Merchant represent and warrant, that he will solely bear the damages/results resulting from any breach of duties under these STC and/or applicable export control laws and regulations and agrees to indemnify Company (or any of Company’s sub-contractors) against any and all damages and risks resulting from such breach of duties to the Merchant’s non-compliance therewith, whether this was intentional or the result of negligence, or resulting from Merchant’s failure to provide all information requested or needed by Company in order to comply with such laws and regulations.

13. COVID-19 RELATED EVENTS

13.1 Notwithstanding anything herein contained in this STC, if at any time the performance of the Service is or is likely to be affected by a Risk Area, Company may at its sole discretion choose to refuse, suspend, amend, cancel and/or terminate the Service whether or not the Service has been commenced. Under the above circumstances, (but any time before the commencement of the Services, Company may give notice to Merchant proposing to amend the part or all of the Services subject to agreement of the Parties; (ii) cancelling the offer, and/or this STC; and/or (iii) cancelling such part of the Services likely to be affected by the Risk Area with no liability whatsoever relating to non-performance of the Services, the cancellation and/or termination of the offer or STC or otherwise being legally responsible for any loss, damage and/or delay arising therefrom.

13.2 If Services have commenced, either Party will notify the other Party of the performance of the Service being or likely to be affected by the Risk Area and Company will propose an alternative solution. If within 30 days Parties can agree on a mutually acceptable alternative solution and on costs associated to such solution, in writing, Company will implement such alternative solution. If no alternative solution can be found, or if the Parties cannot agree on the alternative solution and/or its associated costs, either Party may terminate the whole or part of the Services or this STC without otherwise being legally responsible for any loss, damage and/or delay arising therefrom.

13.3 In any event, Company shall be entitled to full compensation on the Services or part of the Services performed for the Merchant and unless otherwise agreed by the Parties, Merchant shall pay any additional cost resulting from the above mentioned circumstances.

14. RIGHT TO UNILATERALLY AMEND AND SUSPEND THE STANDARD TERMS AND CONDITIONS AND SERVICES

14.1 Merchant acknowledges and agrees that Company may amend this STC from time to time without necessarily notifying Merchant.

14.2 Company may at its sole discretion choose to refuse, suspend, amend, cancel and/or terminate the Services whether or not the Service has been commenced.

15. PERSONAL DATA PROTECTION AND IT SECURITY

15.1 The Merchant undertakes to comply with regulations pertaining to the protection of personal information and hereby expressly agree to comply with the GDPR Data Protection Agreement, conditions that can be consulted on https://goods.com/privacy. The Merchant will be able to exercise all of its rights and obligations regarding the personal data protection in accordance with those conditions.

15.2 In the event of a cyber-attack or other form of illegal breach of the information systems of the Company or any of its subcontractors (an "Illegal Data Breach") that results in any confidential information, trade secrets or information protected by the law of the other party being accessed or released, notice shall be given to Company in writing. In any event, the Company or its subcontractors will be liable to the Merchant for the use or disclosure of any such information in connection with such Illegal Data Breach, provided that the Merchant of the Illegal Data Breach, as the case may be, had commercially reasonable security measures in place to protect its information systems at the time of the Illegal Data Breach.

16. ASSIGNMENT

Neither Party shall assign any of the Purchase Order governed by these STC without the express written consent of the other Party provided that nothing will prevent Company from assigning or subcontracting any part of the Services to any of its affiliates, subsidiaries, third Party duly appointed by Company. The rights and liabilities set forth in these STC will be binding on Company and Merchant and their respective successors and approved assignees.

17. INDEPENDENCE OF THE PARTIES

The Company is an independent contractor and Merchant shall not in any manner supervise, direct or control Company’s performance under these STC. Company shall be responsible and control Merchant’s employees. No person employed by either Party to these STC shall be held or construed to be an employee of the other Party for any purpose. Nothing in these STC shall be construed as giving either Party control over the managerial practices, financial administration or personnel practices, policies or procedures of the other Party.

18. TERMINATION AND SURVIVAL

18.1 Either Party may immediately terminate the whole or any part of the Purchase Order, without liability to the other Party, in any of the following events: (a) filing of a voluntary petition in bankruptcy or business reorganization; (b) filing of an involuntary petition in bankruptcy; or business reorganization; (c) appointment of a receiver or trustee; or (d) execution of an assignment for the benefit of creditors, provided that such petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such event, or (e) the party is required to pay non disputed invoices, (f) change of control of the other Party (g) material breach on the part of the other Party that has not been remedied within the written notice period when such breach could have been cured. For the purpose of this clause, “control” means the ability to direct the business affairs whether by virtue of contract, ownership of shares or otherwise howsoever

18.2 Upon termination of the Purchase Order, the Company shall notify Merchant of all outstanding invoices and the Merchant agrees to immediately pay those invoices in full without deduction. Expiry, termination or cancellation of the Services under any Purchase Order shall not affect any right and/or obligation, which expressly or by its nature survives such expiry, termination or cancellation, including but not limited to representations, warranties, confidentiality obligations, intellectual property rights and accrued rights.

19. INSURANCE

Merchant, at its cost and expense, shall provide and keep in effect during the provision by Company of the Services, an all Risks Property insurance (or equivalent coverage) covering the full replacement cost of all Goods placed in the Warehouse with a waiver of recourse of the Merchant and its insurer against Company and its insurer for the risk of fire, water damage, flood, explosion, storm, earthquake, theft by breaking or similar risks arising to the Goods in the Warehouse.

Subject to Merchant’s prior request and in respect with local or international rules governing the insurance services, Company will take out on behalf of Merchant a cargo insurance covering the damages occurring during the Services.

The purchase of such insurance is subject to 1) provision by Merchant of any proof of the value of the shipment to the Company no later than 5 (five) working days before the Goods are handed over to Company; 2) the confirmation by Company of the request with the payment of any eventual supplemental sum (if the case requires) 3) the declaration by the Merchant that it does not already have a cargo insurance for the concerned Goods, and 4) in the event of loss or damage to such shipment during domestic or international transport services by road, Company will pay a sum not exceeding the declared sum, unless it proves that the sum is greater than Merchant’s actual interest in delivery at destination.

This insurance will apply as a full risks insurance. It comes into effect as the Goods are taken in charge by Company or its Subcontractors and remains in effect while they are put at the disposal of the Merchant at the delivery place. Company has the right to refuse such additional coverage if the Merchant already has a cargo insurance.

Damages occurring during loading and unloading operation are also covered when they are performed by Company and/or its subcontractor.

20. RENOUNCEMENT

Should of the Goods fail to be delivered to the Merchant, for whatever reason, or have been compensated for by the Company, or have been recovered while it was deemed to be lost, the Company shall seek instructions from the Merchant on the concerned Goods by any means. Without any response from the Merchant within 15 days, the Goods shall be considered as abandoned by the Merchant to the Company, without any notice being required, which entitled the latter to freely dispose of it, in accordance with the applicable laws on disposal of abandoned property.

21. TIME BAR

Unless otherwise agreed differently by the Company in writing or in the applicable Bill of Lading, all the Company’s liabilities shall be relieved within 9 months from the date the Goods were delivered or should have been delivered by the Company or from the date the consignee was entitled to demand the Goods to have been lost due to the failure of the delivery.

22. MISCELLANEOUS

Any of the Rights and Defences conferred on Company by these Conditions shall be in addition to and without prejudice to all other Rights and Defences available to it (whether contained in these Conditions or under statute or otherwise available in law).

No omission or delay on the part of Company in exercising any of its Rights and Defences shall operate as a waiver, or consent nor shall any single or partial exercise of Company by any such Rights and Defences preclude the further or other exercises thereof or the exercise of any other Rights and Defences which it has or may have.

No servant or agent of Company has authority to waive or vary any provision of these Conditions, unless such waiver or variation is in writing and signed by a duly authorized person or director of Company.

23. ELECTRONIC SIGNATURES

Each Party hereto is entitled to rely upon and accept as an original, this Agreement, any document or communication delivered by facsimile, pdf, email or other electronic transmission (each, a “Communication”) which is in good faith believed has been signed via original or electronic signature by the other Party and such Communication shall have the same force and effect as an original signature. Electronic signature shall include versions or an original signature on a document electronically signed transmitted versions (e.g., via pdf) of an original signature and electronic signatures included on documents accessed from electronic and/or mobile devices via signature Services such as DocSign and AdobeSign. Notwithstanding the foregoing, either Party may at any time require that an original document to be submitted to that Party in lieu of, or in addition to, any such Communication.

24. GOVERNING LAW AND JURISDICTIONS

These STC will be governed by and interpreted according to the laws of Bangladesh, Any dispute arising from or in connection with this Contract shall be submitted to the exclusive jurisdiction of the competent court of Dhaka.