



**LIMITLEX TECHNOLOGIES**  
NIGERIA LIMITED

Limitlex House,  
Umuahia, Abia State, Nigeria.

TP: +234 7052004934

EM: [info@limitlextechnologies.com](mailto:info@limitlextechnologies.com)

WB: [www.limitlextechnologies.com](http://www.limitlextechnologies.com)

## CARTLEX DELIVERY PARTNER POLICY

### Introduction

**Cartlex**, a logistics product under **Limitlex Technologies**, partners with third-party logistics companies ("Delivery Partners") to provide reliable services across our commerce ecosystem. This Policy sets the binding terms, responsibilities, and standards expected from all Delivery Partners.

### Scope of Partnership

- **Service Coverage:** Delivery Partners must ensure full coverage of assigned cities/territories, with adequate rider/driver capacity to meet order volumes.
- **Relationship:** Partners operate independently and are responsible for their own teams and operations.
- **Standards Commitment:** Partners must integrate with **Cartlex** systems and meet service quality across Food, Mart, Fresh, Pharmacy, and Parcel modules.
- **Non-Exclusivity:** This partnership is non-exclusive unless otherwise stated in a written agreement.
- **Compliance:** Partners must fully comply with all local and national laws (e.g., insurance, labor laws, licenses) and indemnify **Cartlex** for any violations.
- **Data Privacy:** Customer and vendor data must be handled confidentially, used solely for Cartlex orders, secured, and reported if compromised.
- **Communication:**
  - \* **Maintain a designated point-of-contact for Cartlex operations.**
  - \* **Riders should contact customers professionally when necessary.**
  - \* **Immediately inform Cartlex of delivery failures or other critical incidents.**
- **Reporting & Feedback:** Report major incidents, accept performance feedback, and cooperate during audits or reviews.

### Partner Responsibilities

**Timeliness:** Orders must be picked up and delivered punctually per **Cartlex** Service Level Agreement, SLAs. Dispatch riders promptly.

**Professionalism:** Staff must behave courteously, dress neatly, carry identification, and avoid any harassment or unprofessional conduct.

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**Branding:** Co-branded materials (uniforms, delivery boxes) must be maintained and used appropriately, protecting **Cartlex's** brand image.

**Rider Safety:** Riders must obey traffic laws, wear safety gear, and operate safely. Accidents must be reported immediately. Zero tolerance for alcohol/drug use.

By following this Policy, Delivery Partners ensure a high standard of service, protect the **Cartlex** brand, and build a sustainable, professional partnership.

### Service Standards

To ensure reliable and high-quality delivery services, all partners must strictly adhere to the following:

- **Timely Deliveries:** Meet defined delivery windows per category (e.g., food: 45–60 mins). Consistently late orders may result in penalties. Maintain ≥95% on-time rate.
- **Order Acceptance:** Orders must be accepted/declined within the app's time limit. High acceptance and low cancellation rates are expected.

### Special Package Handling:

- **Food:** Use insulated bags, maintain hygiene.
- **Groceries/Fresh Items:** Prevent spoilage/damage.
- **Pharmacy:** Follow ID verification where applicable. Maintain confidentiality.
- **Parcels:** Ensure secure and direct delivery.
- Follow all **special instructions** (e.g., fragile, allergies).
- **Service Completion:** Deliver correct items on time and in good condition. Address delivery failures as per **Cartlex** protocol.
- **Product Inspection:** Be conscious and aware whilst picking up products and ask questions if situations feel odd, and report feedback to support.
- **Issue Escalation:** Immediately reporting disruptions (e.g., accidents, delays, safety issues) to **Cartlex** support is mandatory.

### Rider Registration

All riders must be fully registered and verified on **Cartlex** before onboarding:

**Individual Rider Profile:** Create via app or partner dashboard. Include ID, contact, photo.

- **ID Verification:** Submit government-issued ID and company-issued ID/letter.
- **Qualification Checks:** Riders must have valid licenses and clean records.
- **Training:** Riders must complete orientation on app use, delivery handling, and standards.
- **Secure Login:** Riders receive individual credentials. No sharing allowed.
- **Identification:** Riders must carry company and/or **Cartlex ID** during all deliveries.

### Commission & Payment Terms

Transparent revenue sharing and weekly payouts:

#### - Revenue Split:

- **Food, Mart, Fresh, Pharmacy:** 70% **Partner** / 30% **Cartlex**. *(per order delivery)*
- **Parcel:** 75% **Partner** / 25% **Cartlex**. *(per order delivery)*
- **Weekly Payouts:** Paid to designated bank account or source, one of two days weekly.
- **Reporting:** Monthly performance and payout reports provided. Discrepancies once noticed must be raised within 5 business days from payment date.

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**- Adjustments to :**

- Deductions for failed/cancelled orders or customer compensation.
- Penalties may apply for ongoing poor performance.
- Bonuses possible for high volume or quality.

**- Invoicing & Tax:** Partners may issue invoices if required. **Cartlex** may withhold taxes as per law.

**- Currency & Charges:** Payouts in local currency; partner bears bank charges for every received fund from **Cartlex**.

## **Technology Use**

Efficient use of **Cartlex** systems is mandatory:

- **Platform Usage:** All delivery ops must run via **Cartlex** app/dashboard.
- **Real-Time Updates:** Riders must update order status promptly at all key points.
- **GPS Tracking:** Enabled during active deliveries. Riders must not disable location tracking.
- **Device Requirements:** Partner to equip riders with compatible, internet-enabled devices.
- **Credential Security:** No shared access. Notify **Cartlex** of any security breaches.
- **Platform Misuse:** Unauthorized data use, integration, or manipulation is prohibited.
- **Tech Support:** Issues must be reported to **Cartlex**. Our Technical Team would be in place to support your queries.
- **Compliance & Updates:** App must be kept updated. Partners must adopt new tools/features quickly.

## **Term & Termination**

This section defines the partnership duration and termination procedures to ensure a fair and transparent exit process:

**- Commencement & Duration:** Agreement starts upon onboarding and mutual acceptance of this Policy. It remains valid indefinitely unless otherwise stated or terminated by either party.

**- Voluntary Termination:** Either party may terminate with a minimum 30-day written notice (via official email). Notice must state the intent and effective date. Both parties should cooperate during the notice period for smooth disengagement.

**Termination for Cause:** Immediate termination is allowed for material breach, including:

- Repeated service failures or customer complaints
- Fraud or platform misuse
- Breach of confidentiality or vendor poaching
- Illegal conduct or brand/reputation damage
- Failure to fulfill critical obligations (e.g., rider registration, platform use)
- Unresolved financial issues or insolvency

**Cartlex** will issue a notice of breach and allow a 7-day cure period where applicable before effecting termination.

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## Confidentiality & Non-Solicitation

To protect sensitive business data and relationships:

- **Confidential Info:** All non-public business, customer, and vendor data must remain strictly confidential. Internal access must be controlled and protected.
- **Permitted Use:** Data may only be used for fulfilling **Cartlex** deliveries. Unauthorized use for marketing, database building, or personal gain is prohibited.
- **Legal Disclosure:** If legally compelled, the partner must notify **Cartlex** (where permitted) and limit disclosure to the required minimum.
- **Non-Solicitation:** Partner must not poach **Cartlex** vendors, clients, or use data to offer external services during the partnership and for 12 months after termination.
- **Non-Poaching:** No hiring or solicitation of **Cartlex** staff without prior written approval during and for 12 months post-partnership.
- **Publicity:** No public statements, media use, or references to **Cartlex** without prior approval.
- **Data Return:** Upon termination, all confidential data must be returned or securely destroyed with proof.
- **Enforcement:** Breaches may result in legal action, including injunctive relief.

## Dispute Resolution & Legal Framework

Outlines how disputes are addressed and the applicable law:

- **Negotiation First:** All disputes must first be addressed in good faith via written notice and discussions.
- **Escalation:** If unresolved within 14 days, disputes escalate to senior management.
- **Arbitration/Mediation:** If agreed separately, disputes will follow binding arbitration or mediation processes.
- **Governing Law:** Nigerian law applies. Courts in Nigeria (e.g., Federal or State High Court) have jurisdiction if not resolved via arbitration.
- **Injunctive Relief:** Either party may seek urgent court action to prevent harm, especially regarding confidentiality or IP breaches.
- **Legal Compliance:** Both parties must comply with all laws and avoid illegal practices or corrupt conduct.
- **Entire Agreement:** This Policy and any signed agreements form the complete understanding between the parties. Amendments must be in writing.
- **Severability:** If any part is invalid, the rest remains enforceable.

## Disclaimer

This Policy is subject to periodic review and updates at the discretion of **Cartlex**. Continued participation constitutes acceptance of any amendments. It does not create an employment or agency relationship. All rights reserved.

Crafted By  
Chukwu Kelechi Michael  
**Business Operations**  
**Limitlex Technologies**

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