

## **BUSINESS ASSOCIATE AGREEMENT**

This Agreement made and entered into at Jaipur, on dated [ \_\_\_\_\_ ]

By and between

**SVG Express Services Pvt Ltd**, a Company registered under the provisions of Companies Act, 1956, and having its Registered Office at K-403, Gokul Garden, Thakur Complex, Kandivli(East), Mumbai-400101 and its Rajasthan Local Office at Plot No.C-114-F, Road No8, VKI Area, Jaipur-302013 (hereinafter referred to as “**SVG**”) which term shall, unless repugnant to the subject to context, be deemed to include its successors and permitted assigns) on the ONE PART:

AND

[ \_\_\_\_\_ ](Name), a sole proprietor having its registered office/ permanent address at (Shop Name and Address)[ \_\_\_\_\_ ]

[ \_\_\_\_\_ ], Sale ID \_\_\_\_\_, (hereinafter referred to as “**ASSOCIATE**” which term shall, unless repugnant to the subject or context, be deemed to include its/their heirs, legal representatives, administrators, assigns, successors and permitted assigns) on the OTHER PART;

### **RECITALS**

Whereas, SVG is engaged in the business activity of effecting and coordinating courier and freight services both on an international and national scale and has acquired substantial expertise, experience and reputation therefrom and

Whereas, SVG owns, possesses, controls, and/or otherwise is in a position to provide and to grant to the ASSOCIATE technical information, know-how, assistance, services and marketing rights in respect of the “Outbound Consignments” (as defined in Article I hereof) and

Whereas, ASSOCIATE is desirous of receiving said, technical information, know-how, assistance, services and marketing rights, from SVG for the purposes of operating and marketing the Outbound Consignments in the city of \_\_\_\_\_

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, CONDITIONS AND COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO, HEREBY AGREE AS FOLLOWS:

## **ARTICLE I DEFINITIONS**

In this Agreement, unless repugnant to the subject or context, the following terms shall have the meanings respectively assigned to them hereunder:

- 1.1 “**Affiliate**” shall mean any entity which controls, is controlled by or under common control with a party to this Agreement.
- 1.2 “**Air Waybill**” shall mean the bill of carriage duly authorized and or supplied by SVG for the purpose of booking shipments by the ASSOCIATE.
- 1.3 “**Air Waybill Charge**” shall mean the amount due and payable by the ASSOCIATE to SVG per air waybill.
- 1.4 “**Business Plan**” shall mean the plan prepared by the ASSOCIATE and submitted to SVG at the beginning of each year, which shall include an operational plan including the operational inputs proposed, sales plan for each product and the expected revenue.
- 1.5 “**COD (Cash On Delivery)**” shall mean the cost of the shipment as declared by shipper to be recovered from consignee.
- 1.6 “**Delivery Rates**” shall mean the rates specified in **SCHEDULE I and II** attached hereto charged to the ASSOCIATE by SVG for international and domestic shipments, respectively, picked up within the Territory.
- 1.7 “**Express Products**” shall mean time sensitive shipments to be delivered to the consignee within a prescribed period of time (e.g. intercity, domestic, international etc).
- 1.8 “**Line-Haul**” shall mean the routes on which shipments travel from the Transfer Point out of the Territory and likewise the routes on which shipments from out of the Territory travel to the Transfer Point.
- 1.9 “**Outbound Consignments**” shall mean those time sensitive express and freight shipments sold by the ASSOCIATE in the Territory under the SVG name for delivery to any destination in the national or international network.
- 1.10 “**Technical Know-How**” shall mean the information (digital or physical) relating to the operation and marketing of the Outbound Consignment.
- 1.11 “**Territory**” shall mean the city of \_\_\_\_\_
- 1.12 “**Transfer Point**” shall mean the location/s as specified by SVG for giving/accepting shipments from the ASSOCIATE.
- 1.13 “**TOPAY**” shall mean the freight or transportation charges to be recovered from the consignee as per the instructions of consignor.

## **2. GRANT OF RIGHT**

- 2.1 SVG hereby appoints ASSOCIATE as its non-exclusive Business ASSOCIATE in the Territory to provide such services, perform such functions and fulfill such duties as may be provided for in this Agreement.
- 2.2 If this Agreement is terminated for any reasons, prior to the normal expiry date, then and in such an event, all rights and license granted to ASSOCIATE hereunder shall cease and ASSOCIATE shall forthwith cease to use and return to SVG immediately all the Technical Know How and all information/confidential information and rights received from SVG.
- 2.3 The ASSOCIATE, its directors, shareholders and partners shall be precluded throughout the term of this Agreement and for a period of twelve (12) months after its termination, for whatever reason, from performing any activity as mentioned in this Agreement either in their own capacity or from any other organization or entity which competes or intends to compete with SVG in the Territory, unless SVG has given its prior written consent.

### **3. TRADEMARKS**

- 3.1 Upon entering into a license Agreement with SVG, ASSOCIATE shall be permitted to sell all domestic, international and cargo products hereunder, under the trade name SVG and its trademarks. ASSOCIATE shall not be entitled to, and shall not, use or register on its own SVG trade names, brand names or any other similar name or simulation or contraction thereof. The ASSOCIATE shall also not be entitled to use, nor register on its own behalf the trade names, brand names or any other similar name or simulation of SVG.
- 3.2 The ASSOCIATE shall however be entitled to append its name, or the name of its firm as “Authorised Service Provider of SVG” in that order.

### **4. LOCAL EXPRESS**

In the event of the ASSOCIATE starting a local express facility, the ASSOCIATE shall be solely responsible for the same, and SVG shall have nothing to do with the said activity. The term local express shall mean “providing express services within the local limits of the city or Territory alone.” Any Express activity beyond such limits will not be considered as local express and will have to be routed through the network of SVG. ASSOCIATE shall not use the name “SVG” in connection with the provision of these local services nor may ASSOCIATE represent itself as ASSOCIATE with SVG for such local express facility without written approval from SVG.

### **5. PAYMENTS, REPORTS AND RECORDS**

- 5.1 On receipt of invoice, the recipient shall make payment of the same within 15 (fifteen) days towards payment of invoice. Failure of payment will entitle the recipient, notwithstanding any other legal rights, to charge interest at the rate of 24% per annum for the period extending from the date when payment becomes due to the date of actual payment.
- 5.2 The parties shall within fourteen (14) days of end of each quarter agree in writing all amounts due to each other including resolving any dispute between them over any amount due.
- 5.3 The rates shall be renegotiated by the parties yearly in the month of December. Should the parties fail to reach an agreement as to the new rates before the commencement of any year or within thirty (30) days of its commencement, the rates shall remain same as the previous year.

#### **5.4 TAXES AND CONSIDERATION CLAUSE:**

The service fee/ price/ consideration is exclusive of Goods and Services Tax ('GST') / other indirect taxes and cess, as may be applicable and to be billed separately. Other taxes to be charged shall be specifically stated. GST include CGST, SGST, IGST, UTGST or any other tax under this nomenclature that may be imposed by the government from time to time. Appropriate taxes, if prescribed by GST Legislation to be charged and recovered by the ASSOCIATE along with the invoice.

#### **5.6 Payment Terms**

1. It shall be the obligation of the ASSOCIATE to properly pay and discharge the tax burden and to timely file the tax returns so as to enable SVG to claim the input tax credit on the services taken from the ASSOCIATE Company could modify payment term subject to fulfillment of certain conditions. Due to any act or omission on the part of ASSOCIATE in case any input tax credit is not received or short received by SVG the same shall be recovered from the ASSOCIATE. Further in case the total amount of credit is in excess of the output liability of SVG then in such an event SVG reserves the right to recover the same from the ASSOCIATE.
2. The ASSOCIATE shall upload data on the portal within timeline prescribed by the GST Legislation. In case data is not uploaded by ASSOCIATE, resulting in non-receipt of input tax credit or short receipt of input tax credit by SVG. SVG shall recover the same from ASSOCIATE by deducting the said amount from his invoice / bill.
3. In case of One Time ASSOCIATE, SVG shall retain an amount equivalent to the amount of GST paid/payable under the GST Legislation to the ASSOCIATE. On compliance of the applicable provisions of GST on the portal by ASSOCIATE and upon SVG receiving the benefit of input tax credit, it shall release the amount retained to the ASSOCIATE.
4. In case any amount is paid in advance by SVG, any differential amount which SVG is obligated to pay to the statutory authorities as per GST legislation, the same shall be either recovered separately from the ASSOCIATE or shall be adjusted from the amounts payable to the ASSOCIATE from the pending invoices.
5. In case of failure on the part of GST compliances on the part of ASSOCIATE due to which SVG is called upon to pay such amount, the same shall be recovered from the ASSOCIATE.

#### **5.7 Indemnity Clause**

To Indemnify SVG against any cost incurred (including but not limited to tax, interest, penalty) due to non-compliance or delay in compliance of GST law by the ASSOCIATE, an amount equal to amount payable / forgone by SVG shall be recovered from the ASSOCIATE .

## **6. TERM**

- 6.1 This Agreement shall be effective on the date of the execution of this Agreement (“Effective Date”). The Agreement shall be valid, legal and binding from the Effective Date unless terminated by either Party in accordance with this Agreement and thereafter it will stand terminated subject to the provisions of clause 6.2 of this Agreement.
- 6.2 After the prescribed term of this Agreement, if this Agreement is not renewed and neither party expresses and communicates to the other party its intention in writing to not renew this Agreement then this Agreement shall be deemed to be continued under same terms and conditions unless otherwise decided and communicated in writing by either party to other party.

## **7. TERMINATION**

- 7.1 SVG may terminate this Agreement by written notice if there is a direct or indirect change in the ownership, shareholding, re-constitution or change in control of the ASSOCIATE. In such an event parties may execute a fresh agreement to continue the business relationship in which case the ASSOCIATE shall provide all the required supporting documents in this regard.
- 7.2 In case of breach of the provision of clause 11 or sub-clause 12.1.1 of this agreement by the ASSOCIATE, SVG shall have a right to immediately terminate this agreement without prejudice to the exercise of any other rights it may have against the ASSOCIATE in terms of this agreement.
- 7.3 Either of the parties may terminate the Agreement immediately upon written notice if the other becomes insolvent or bankrupt or in the opinion of the other party wishing to terminate gives the impression that it is likely to go insolvent or bankrupt.
- 7.4 Either party may terminate the Agreement at will upon giving not less than thirty (30) days prior written notice to the other party.
- 7.5 Notwithstanding anything contained anywhere in this agreement, in the event of default of performance of any of the services as specified under **SCHEDULE V and VI** written hereunder or the service provided herein is in contravention of any law, as may be applicable from time to time, or industry practice, SVG will provide a written notice describing in detail the nature of default. Following receipt of such notice, the ASSOCIATE will have an opportunity to improve upon the service performance or to remedy the default if any, as the case may be within Fifteen (15) days of receipt of the notice. If the default/service performance is not cured/improved upon within the given period, then SVG would be entitled to terminate this Agreement forthwith without providing any further written notice for the same.
- 7.6 In the event of termination, the parties shall render a final account to the other of all outstanding amounts and the net outstanding amount shall be paid within fifteen (15) days of the rendering of the account.

- 7.7 Upon termination, the ASSOCIATE shall return to SVG within seven (7) days of the termination all sales, marketing and operational material in its possession (all materials bearing SVG intellectual property).
- 7.8 Upon termination, the ASSOCIATE shall cease to use any stationery, signs, notices, announcements and printed matter which states or leads to infer that it is authorized by SVG as its ASSOCIATE and shall not thereafter make use of SVG name, trademark, logo or other device. If ASSOCIATE is found using directly or indirectly the name of SVG as ASSOCIATE with ASSOCIATE's business after termination or expiry of this Agreement, as the case may be, then SVG will be entitled to recover damages @ Rs. 10,000 (Rupees Ten Thousand only) per day of default from the ASSOCIATE.

## **8. INDEMNIFICATION AND LIABILITY**

- 8.1 The ASSOCIATE shall indemnify and keep indemnified SVG against any expenses, cost, claims, loss, damages or penalties incurred by SVG, howsoever occasioned, including any damage or loss caused to any third parties, arising out of any acts or omissions on the part of the ASSOCIATE and/or its staff-members.
- 8.2 The ASSOCIATE shall indemnify and keep indemnified SVG from and against payment of all fees, taxes and levies and other such liabilities whether past, present or future to the State and/or Central Government, Municipal Corporation or any other Government body or authority or person in respect of the any activity/operation arising out of this Agreement and keep SVG indemnified against all costs, charges, expenses that SVG may incur on account of failure on the part of ASSOCIATE to discharge its liabilities.
- 8.3 In case of international shipments on CHARGES COLLECT basis, the ASSOCIATE will keep SVG compensated/indemnified against non-payment of courier / freight charges payable by the consignee. The ASSOCIATE also undertakes to pay to SVG over and above the courier/ freight charges, customs duties and clearance charges and other taxes, if any, applicable according to the laws of the destination country.
- 8.4 ASSOCIATE also confirms that even in the event of ASSOCIATE not being able to collect the amounts due from the consignee within the agreed time for any reason whatsoever, the ASSOCIATE shall compensate and indemnify for the charges as per the international charges collect tariff plus an amount of 20% as service charges plus customs duties, clearance charges and taxes as has been paid by SVG or its representative in respect of the said consignment.
- 8.5 Neither party shall be liable for any special or consequential loss suffered by the other party (including but not limited to loss of profit or loss of opportunity) arising from any breach of the other party and/or negligence of the other party.
- 8.6 Limitation of Liability:-
- Our maximum liability for the damage, loss, theft or misappropriation of any Shipment during the transit period shall be INR 2000.00 or the actual aggregate value of the product, whichever is lower.
  - For any loss or theft or misappropriation of any Shipment with a value above INR 2000.00 we shall provide you a COF only.

## **9. SUB-LICENSING AND ASSOCIATION WITH OTHER ASSOCIATES OF SVG**

ASSOCIATE shall not sub-license to any third party in the Territory the technical information, rights and licenses acquired by it hereunder, except when the terms and conditions of such sub-license are previously agreed upon in writing by all parties involved, i.e. such Third party, ASSOCIATE and SVG. Further the ASSOCIATE shall never have any association or arrangement direct or indirect with any other ASSOCIATE of SVG independent of SVG and violation of this clause will entitle SVG to terminate the Agreement without giving any notice in advance.

## **10. SALES, MARKETING AND OBLIGATIONS OF THE PARTIES**

- 10.1 Each of the parties shall perform its obligations as set forth in **SCHEDULE V, VI and VII** attached hereto relating to Outbound Consignments or as may be informed by SVG through mail or any written communication.
- 10.2 The parties at all times keep each others consignments in its possession and under its control safe from theft, loss, weather and all other dangers and shall ensure consignments are not delayed or detained unnecessarily by any government officials in the Territory.
- 10.3 The ASSOCIATE shall duly perform, observe, abide by and otherwise comply with all Government or Statutory laws as applicable to the said activities/operations from time to time and for the time being in force and so far as to the extent they are required to be observed, performed or complied by it.
- 10.4 SVG will provide specialized Know How as to information technology for providing computerized feed back to clients all over the country. The ASSOCIATE, will need to invest independently in compatible hardware and to recruit software competent personnel to manage the said activity in close co-ordination with SVG.
- 10.5 The ASSOCIATE agrees to diligently use its best efforts to maximize sales in the Territory, and to spend as much time and money as may be reasonable to promote the sale of Outbound Consignments in the Territory.
- 10.6 The ASSOCIATE agrees to comply with all of the SVG specifications, standards, policies and operating circulars and procedures as SVG may prescribe from time to time in writing relating to the manner in which the sales, service support and marketing of Outbound Consignments is to be performed.
- 10.7 The ASSOCIATE shall ensure that it shall at all times have a sufficient number of customer service staff to meet the demands of the Outbound Consignments.
- 10.8 The ASSOCIATE agrees that the SVG products and services provided by it shall be of a high quality and further agrees to promptly correct any deficiencies therein brought to its attention by SVG.
- 10.9 The ASSOCIATE shall notify SVG every month the data concerning the volume, sales and pricing of its services and also shall supply any information reasonably requested by SVG concerning the same.
- 10.10 The ASSOCIATE agrees and undertakes to use its best efforts to promote the sales of the products and services in the Territory and to develop the market to mutual advantage of SVG and the ASSOCIATE.
- 10.11 The ASSOCIATE shall give 30 days prior written notice/information to SVG in case the ASSOCIATE wants to change the office location from the one agreed under the terms of this agreement or change in the name of ASSOCIATE mentioned under this agreement. The ASSOCIATE shall also provide supporting documents for the change in location or change in name within 7 days of such change to SVG.

- 10.12 SVG shall decide the requirements of training of ASSOCIATE personnel in selling Outbound Consignments and the training shall be conducted at the location designated by SVG and at such time and for such duration as SVG may decide. The ASSOCIATE shall be responsible to the traveling expenses of the trainee. The traveling expenses of the trainer shall be shared equally between the parties.

## **11. CONFIDENTIALITY**

- 11.1 ASSOCIATE agrees that all information, whether written or oral, including but not limited to know-how, standards, instructions, procedures, notes or methods of business or such confidential or proprietary information which SVG may disclose to ASSOCIATE pursuant to the terms of this Agreement, shall be received and held by them on a strictly confidential basis and shall be used solely for the purposes of this Agreement and except as provided in this Agreement, may not be disclosed to any person or business entity whatsoever.
- 11.2 ASSOCIATE will not, without SVG's express written permission, make or have made, or permit to be made, copies of any of the information other than those necessary for its use hereunder.
- 11.3 The Technical Know-How, procedures and documents furnished here under be deemed to be and shall remain the property of SVG.
- 11.4 SVG shall designate an individual or individuals who shall have authority to consider and decide upon any request from the ASSOCIATE with regards to consents, permission or approvals as contemplated in Para's in 11.1 and 11.2 above.
- 11.5 Neither the expiry of this Agreement, nor the early termination thereof for any reason whatsoever shall release either party from any of its obligations under 11.1, 11.2, 11.3 above.

## **12. MISCELLANEOUS**

### **12.1 Supply of stationery, Airway bills etc.**

- 12.1.1 AWB will be generated online during the bookingn and if manual AWB requires then it shall be provided by SVG.
- 12.1.2 SVG may also make available, all other stationery (manifests, challans, marketing material including document sleeves etc.) on a cost basis, for which purposes, the ASSOCIATE would have to raise periodic indents.
- 12.1.3 Associate is expected to participate in marketing activities in order to grow the business in his local market from time to time at a cost sharing basis.

### **12.2 Additional Documents**

Each party hereto shall promptly execute and deliver such additional documents as are reasonably required by the other party hereto for the purpose of implementing this agreement provided that no such document shall be inconsistent with the provisions hereof.

- 12.3 **Independent Contractors:** - The relations between parties for all the purposes of this agreement or matters arising from this Agreement shall be that of independent contractors and nothing contained herein, shall constitute either party the agent of the other.



- 12.4 **Arbitration:** - The Parties hereby expressly agree that if any dispute or difference arises in connection with this Agreement, the same be referred for Arbitration by a single Arbitrator to be appointed by SVG. The award of the Arbitrator aforesaid (hereinafter referred to as “Arbitral Award”), shall be final and binding on the parties. It is also expressly agreed that neither party shall have the right to approach the court for any interim relief pending the grant of Arbitral Award as above. The venue of the Arbitration shall be Mumbai or Jaipur and the Arbitration proceedings shall be conducted in English language.
- 12.5 **Jurisdiction:** - Notwithstanding the place of signing of the agreement, the Parties expressly agree that Courts of competent jurisdiction at Mumbai shall have exclusive jurisdiction in all matters of dispute arising hereunder and objection regarding jurisdiction shall not be raised by either party.
- 12.6 **Force Majeure:** - Neither party to this Agreement shall be liable for any failure or delay on its part in performing any of its obligations under this Agreement or for any loss, damage, costs, charges and expenses incurred or suffered by the other party by reason thereof if such failure or delay shall be the result of the arising out of force majeure conditions and, provided that the party claiming force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfill and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- 12.7 **Assignment and sub-contracting:** - The Associate shall itself perform its obligations under this addendum and the said principal agreement. For any kind of sub-contracting/ assignment, Associate needs the prior written approval of SVG
- 12.8 **Waiver:** - No express waiver or assent by either party to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or assent to any other breach of or default in the same or any other term or condition hereof.
- 12.9 **Construction:** - This Agreement sets forth the entire Agreement and understanding between the parties with respect to the subject matter hereof.
- 12.10 **Applicable Law:** - This Agreement shall be construed and enforced according to the laws of the Republic of India.
- 12.11 **Amendments:** - This Agreement shall not be amended, altered or modified except by an instrument on writing expressly referring to this Agreement and signed by the parties hereto.
- 12.12 **Representations and Authority:** - Each party represents and warrants that it is permitted by its respective corporate charters and incorporating documents to enter, and are not restrained, prevented or inhibited (by way of contract or arrangement to which they are a party) from entering into this Agreement and undertaking the obligations herein.
- 12.13 **Notices:** Except as specifically provided herein, all notices required hereunder shall be in writing and shall be given by personal delivery, facsimile, international courier service of recognized reputation or by registered postage prepaid, return receipt requested, to the parties at their respective addresses first set forth above, or to any party at such other addresses as shall be specified in writing by such party to the other parties. All notices shall be deemed effective upon personal delivery, or one business day following receipt by facsimile, or seven days following deposit in the mail or three business days following deposit with any international courier service of recognized reputation.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set and subscribed their respective hands the day and the year first hereinabove written.

For **SVG Express Services Pvt Ltd**

For \_\_\_\_\_

Authorized Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Authorized Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

## SCHEDULE I

### CHARGES PAYABLE BY THE ASSOCIATE ON DOMESTIC / OUTBOUND SHIPMENTS

#### 1- Freight Rates for EXPRESS (By Surface): Ex JAIPUR

Delhivery Commercial- Surface					
	Within City	Regional (Single Connection and less than 500kms)	Metro-Metro	Rest of India	North East, HP, PORT Blair, J & K
Weight Slabs	Zone A	Zone B	Zone C	Zone D	Zone E
0-250 gm	32	40	45	45	54
Additional 250 gms till 500 gms	5.5	6.0	9	10	12
Additional 500 gm till 5kg	10	15.5	22	31	40
Additional 1kg Above 5kg	17	25	35	52	57
GST as applicable by the government norms					

#### 2-Freight Rates for EXPRESS (By Express): Ex JAIPUR

Delhivery Commercial- Express					
	Within City	Regional (Single Connection and less than 500kms)	Metro-Metro	Rest of India	North East, HP, PORT Blair, J & K
Weight Slabs	Zone A	Zone B	Zone C	Zone D	Zone E
0-250 gm	32	40	50	55	66
Additional 250 gms till 500 gms	5.5	6.0	12	17	17
Additional 500 gm till 5kg	10	15.5	45	47	55
Additional 1kg Above 5kg	17	25	75	88	95
GST as applicable by the government norms					

Please note:

- 1) Above rates are excluding GST.
- 2) Rates are for shipments to be dropped at respective SVG Centres/ SVG suggested Drop Locations – Branches Or Jaipur HUB.
- 3) Weight Measurement: Dead Weight or Volumetric, whichever is higher. For volumetric weight calculation, all sides are measured in cm.(LxBxH/5000). In case of difference in weight, the weight captured by SVG Automated dimming machine will be treated final.
- 4) Special Zones - North-east, Assam & Jammu-Kashmir
- 5) SVG will launch volume based incentives from time to time. We will share communication for this separate

## **SCHEDULE II**

### **CHARGES PAYABLE BY THE ASSOCIATE ON INTERNATIONAL OUTBOUND SHIPMENTS – TO BE LAUNCHED SHORTLY**

#### **SVG OPERATIONAL OBLIGATIONS**

1. Ensure that the consignor or his representative signs the airway bill which is complete in all respects in legible writing and also any other related documents
2. Ensure that the shipment is properly packed to protect against risk of loss or damage.
3. Ensure necessary security checks are done on the shipment to ensure that it does not contain goods prohibited as per terms of carriage.
4. Sending pre alert of the consignment prior to the schedule time of arrival of flight at the destination.

## **SCHEDULE IV**

### **OBLIGATIONS FOR OUTBOUND CONSIGNMENTS**

#### **ASSOCIATE OPERATIONAL OBLIGATIONS:**

1. Ensure that the consignor or his representative signs the airway bill which is complete in all respects in legible writing and also any other related documents
2. Ensure that the consignment is properly packed to protect against risk of loss or damage.
3. Ensure necessary security checks are done on the consignment to ensure that it does not contain goods prohibited as per terms of carriage.
4. Sending pre alert of the consignment prior to the schedule time of arrival of flight at the destination.

#### **SVG OPERATIONAL OBLIGATIONS (INTERNATIONAL):**

1. Receive the shipment at the transfer point after clearance.
2. Sort, bag, manifest and forward consignment to the SVG gateway.
3. Alert the shipment in INFOAXS
4. Provide the ASSOCIATE details of proof of delivery within the specified time period agreed hereto in writing separately and in the format agreed.
5. Supply any other information as requested by the ASSOCIATE within 24 hours of request.

#### **SVG OPERATIONAL OBLIGATIONS (DOMESTIC):**

1. Receive the shipment at the transfer point after clearance.
2. Check the consignments to ensure they are undamaged and in good condition.
3. In case of transshipment sort, bag, manifest and forward consignment.
4. Providing the initial report to the ASSOCIATE as required within one hour of clearing of shipment.

5. Deliver the consignment to the consignee shown on the airway bill and taking proof of delivery (POD) on the POD copy of the airway bill. The proof of delivery should clearly show the name of the signatory, the date and time of delivery and damage to contents of shipment if any.
6. Provide the ASSOCIATE with the proof of delivery within the time agreed separately in writing and in the format set out. Also providing any other information as desired by any SVG office within 24 hours of request.
7. If it is not possible to deliver any Outbound Consignment before the close of the office hours, to raise a Non-delivery Report (NDR) within the time frame agreed in writing separately and in the format set out.
8. Collect tax from the consignee if any.
9. Ensuring where an Outbound Consignment is not delivered on first attempt an agreed number as agreed separately in writing is made. Ensure at all time to hire competent and suitable personnel who at all times shall be present in neat and clean appearance.
10. Maintain sufficient fleet of vehicle in good condition to affect deliveries.

## **SCHEDULE V**

### **GENERAL OBLIGATION OF THE ASSOCIATE**

#### **1. CARRIAGE OF PROHIBITED, BANNED AND ILLICIT CONSIGNMENTS**

**ASSOCIATE** shall physically verify and inspect the Shipment and the same to be compulsorily mentioned under the Contents column of the airway bill. Declared value of the consignment shall also be mentioned under the declared value column of the airway bill and a copy of the invoice shall be attached as supporting. List of prohibited items attached for the reference.

- l. A self-attested copy of any of the following document(s) shall be compulsorily collected from the shipper/consignor and shall be attached with the airway bill as a proof of identity and residence:
  - a. Voter Identity Card
  - b. Valid Passport
  - c. Driving License
  - d. PAN Card and Ration card
  - e. PAN Card and residential electricity/telephone bill copy
  - f. Any other document(s) confirming the proof of identity and residential address of the shipper/consignor.

### **Franchise - DO's and DON'T's**

#### **1. When in doubt, ASK!!!!**

For any help with respect to the booking process / Operational Challenges / Invoicing, please reach out to [Support.Svg@svgjpr.com](mailto:Support.Svg@svgjpr.com)

2. The system gives the suggested price and TAT for any shipment. Do not make any false promises.

3. Please follow the list of 'Prohibited / Restricted' items. We are not allowed the transport these shipments via our network

4. Ensure shipment is properly packed - if required, use tape / box / sleeve for packaging as required. We have a responsibility of safe transit.

5. Please remember to take a photo of the id card. Enter the correct id card number while booking the shipment
6. Always provide the AWB no. to your customer for tracking the shipment.
7. Terms and conditions with respect to the 'Insurance and Liability' will be updated from time to time. In case of any doubt, please reach out to the support team
8. For any franchise queries – please reach out to 0141-4201521 or support.svg@svgjpr.com

## **List of Prohibited / Restricted Items**

The consignor shall not book any consignment containing any the following nor can DPL carry any of the following items - LEDs, LCDs, plasma, OLED and any kind of television screens, Liquid products of any volume, Livestock, perishables, live plants, Flammable items (firecrackers, oil cans, adhesives, paint cans), Explosives (arms, ammunition, fireworks, flares, gunpowder, airbag inflators), Fire extinguishers, Platinum, gold, silver, artificial jewellery, gem, precious, semi-precious metals or stones in any form including bricks, Alcohol/tobacco/medicines/drugs/poisonous goods, Toxic and infectious Items, High capacity batteries such as car batteries, generator batteries, Machinery parts containing oil, grease, fuel or batteries, Corrosive items (acids, chemicals), radioactive material, Indian postal articles such as stamps and articles like Coins, Banknotes, Currency notes, Sodexo or securities of any kind payable to bearer, travelers cheque, Gambling devices, , lottery tickets, Pornographic material, Passport, Dry ice used for packaging or temperature control and other items considered contraband under the Indian Postal law



- Precious stones, gems and jewelry



- Uncrossed(bearer cheques) drafts/cheques
- Currency and coins



- Poison



- Oil-based paint
- Thinners (flammable liquids)
- Industrial solvents



- Insecticides
- Garden chemicals (fertilizers, poisons)



- Machinery (chain saws, outboard engines containing fuel or that have contained fuel)



- Any compound, liquid or gas that has toxic characteristics



- Automobile batteries
- Lithium batteries



- Arms and ammunitions



- Magnetized materials
- Infectious substances
- Bleach
- Flammable adhesives



- Firearms, explosives and military equipment.



- Fuel for camp stoves, lanterns, torches or heating elements



- Dry ice (carbon dioxide, solid)

II. Noncompliance with the above operational guidelines shall result in summary seizure of such consignment by SVG besides the imposition and recovery of penalty and damages from the **ASSOCIATE**.

III. In case the consignment on reasonable suspicion turns out to contain prohibited, banned or illicit material the same will be handed over to police/law enforcement authorities for necessary action.

## 2. DISCREPANCY IN WEIGHT

In case of any discrepancy in dense/volumetric weight, the weight taken by our SVG will be deemed to be final and charges will be billed to the **ASSOCIATE'S** account accordingly.

The **ASSOCIATE** should therefore ensure that weights are mentioned on the airway bills accurately at the time of booking so that there should be no discrepancy in weight of shipments traveling to SVG's hubs/offices for final connections/deliveries.

## 3. ADC NOC FOR ALL CHEMICAL / PHARMA SHIPMENTS

SVG will accept only those chemical / pharma shipment if the following documents accompany the **ASSOCIATE**.

1-3 Set original invoices should be on shipper letter head with stamp - Mandatory

2-16 points MSDS report should be on shipper stamp and signature

3-lab analysis report should be with stamp and signature

4-Non-hazardous Declaration on shipper's letter head

5-ADC NOC certificate in original

IN CASE THE **ASSOCIATE** CANNOT PRODUCE THE ADC NOC SVG CAN PROCURE THE SAME ON THE **ASSOCIATES** BEHALF BUT FOR A FEE OF Rs.350/- PER NOC

**4. BOOKING THE SHIPMENTS FROM OUTSIDE THE REGION**

**ASSOCIATE** is not permitted to book consignments or to undertake any other business activity which is outside the territorial boundary of business assigned to him, in case of failure on the part of **ASSOCIATE**, SVG will charge full tariff for all shipment originating from outside the agreed region.

**Document Required**

- **Signed agreement**
- **2 address proof:- Aadhar Card & Vote rid Card/Passport/Driving License**
- **1 Passport size photo**
- **Pan Card**
- **Bank Detail (Cancel Cheque)**
- **SHOP Name & address proof (Complete)**