



उत्तर प्रदेश UTTAR PRADESH

DL 121018

AGREEMENT FOR TRANSPORTATION

This AGREEMENT FOR TRANSPORTATION is hereby entered at Greater Noida on this Dated: **01 Dec 2016** by and between:

Auctus E-Recycling Solution Pvt. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at A-3/3, Pusta Road, Bhajanpura, Delhi – 110 053 and having its factory situated at Greater Noida hereinafter called as 'AUCTUS' (which expression shall unless repugnant to the contest or meaning thereof be deemed to include its legal representatives, agents, executors and assignees) of the FIRST PART;

AND

Satyam Cargo Movers a proprietorship/partnership firm/company, having its registered office at Main Noida-Dadri Road Village-Chalera sector-44 Noida Distt. G.B. Nagar UP. Hereinafter called as 'TRANSPORTER' (which expression shall unless repugnant to the contest or meaning thereof be

For SATYAM CARGO MOVERS


Proprietor

AUCTUS E-RECYCLING SOLUTIONS PVT. LTD.


DIRECTOR

deemed to include its legal representatives, agents, executors and assignees) of the OTHER PART;

WHEREAS:

AUCTUS is engaged in the business of recycling of consumer durable home appliances, viz., Air Conditioners, Refrigerators, Color Televisions, Washing Machines, Microwave Ovens, Vacuum Cleaners etc. all over India. AUCTUS collects the hence generated electronic waste from all over India and recycled the same in UP.

The TRANSPORTER is engaged in the business of providing door to door surface transportation services through its Carrier Vehicles for the goods all over India.

For the purposes of distribution of goods the transporter has offered his services for transporting the goods/products from AUCTUS's locations.

The "AUCTUS" has agreed to and accepted the offer of the "Transporter".

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITION:

- (i) **"Goods"** shall mean all the electronic waste and other property handed over to the transporter for the purposes of transportation from one place to another as per the written instructions of the company from time to time.
- (ii) **"Service"** shall mean the transportation of goods at any time during the term from one place to another in India including making all arrangements for loading of the goods from the

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transportation vehicle as per the instructions and within the time period stipulated by AUCTUS.

2. TERM

The term of the Agreement is 24 months with effect from Dated:- 01/12/2016 and will be valid till Dated:-30/11/2018.

3. CONSIDERATION

(i). The parties hereto agree that the rate for transportation shall be as per the details provided in **Annexure 'A'** attached hereto and shall remain fixed for the term of the Agreement. The payments shall be made by AUCTUS to the transporter subsequent to the actual delivery made by the transporter in accordance with the instructions of AUCTUS.

(ii). Payment shall be made to transporter within 30 days from date of submission of our e Invoice & soft copies of proof of delivery.

(iii). AUCTUS reserves the right to seek damages from the transporter in case of delay in receipt of Proof of delivery beyond the following schedule.

4. REPRESENTATIONS AND WARRANTIES

(a) The Transporter hereby agrees that:

(i) It has all the necessary authority to enter into this Agreement and to consummate the transactions contemplated herein. This Agreement created a binding and legally enforceable Agreement on the Transporter and the transporter has the requisite rights, powers and

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titles to grant and convey to AUCTUS the covenants, commitments and undertakings set forth herein.

- (ii) It has the capacity to perform the services through its fleet of transportation vehicles consisting of multiple transportation vehicles in proper conditions as per the requirements of the Motor Vehicle Act and the permits and the vehicle insurance required for carrying goods are valid and subsisting. In the event the transportation vehicle owned or controlled by the transporter for providing the service are not adequate at any time to service AUCTUS, the Transporter shall at its own cost make arrangement for additional transportation vehicles directly through third parties.
- (iii) The representations and warranties of the transporter herein neither omits any material fact nor is misleading and no condemnation proceedings, litigation or attachments or administrative actions or any other matters are pending or threatened against the transporter.

5. COVENANTS OF TRANSPORTER

The Transporter hereby agrees, covenants and undertakes that:

- (i) Transporter shall provide the service within the time period specified by AUCTUS and the services shall include inter-city and interstate services on the routes covered by this Agreement.
- (ii) Transporter shall adhere to all the instructions of AUCTUS and shall take due care as a bailee to deliver to the representative of the company upon reaching the destination the goods being transported in the same condition in which they were handed over by AUCTUS.

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- (iii) Transporter shall make arrangement for the transportation vehicle within 24 hours of receiving notice of the company and make delivery of the goods through it's designated route under our service network and transit as shared and agreed to AUCTUS. In the event of any delay in making available the services as contemplated herein the company shall have right to, at its sole option, appoint any other transporter as it shall deem fit and the difference in freight cost, if any will be recovered from the transporter,
- (iv) Transporter shall keep all the permits subsisting during the term for providing service in any parts of India.
- (v) Transporter shall be liable for paying all taxes for transportation of goods including road tax, service tax, octroi or any other tax levied by any of the state governments and further the transporter shall be liable for all the expenses relating to the service.
- (vi) Transporter shall not have any right or interest in the goods being transported and irrespective of any dispute between the parties hereto shall not have any lien or any other right to withhold the goods and the delivery of the goods shall be made by the transporter within the stipulated time. In the event of failure of the transporter to deliver the goods within stipulated time,
- (vii) Transporter shall not have any right to seek or claim any damages or indemnity from AUCTUS with respect to any liability arising in the course of providing the service and further in the event of any accidents, the transporter shall be solely liable for the same with respect to Damages.

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- (viii) Transporter shall not carry nor did permit to be carrying any other material in the transportation vehicles other than the AUCTUS material.

6. DAMAGES

If the transporter fails to deliver the goods to the representative of AUCTUS in the same condition as it had taken possession of the same from AUCTUS or deliver the goods to any person other than the representative of AUCTUS, AUCTUS shall have the right to withhold all the payments due to the transporter and claim damages for the same.

7. EXCLUSIVITY

Transporter hereby agrees that this Agreement is not on an exclusive basis and AUCTUS shall have the right and the discretion to use the services offered by other transporter.

8. INDEMNITY

Transporter hereby indemnifies and agrees to keep indemnified and harmless AUCTUS and its directors, officers, employees and agents, from and against any and all claims, causes of action, liabilities and consequences (including attorneys fees) which arise directly from any breach of this Agreement or any negligent or willful act, omission or misconduct of, or by the Agent or any of its personnel or agents, which has not received AUCTUS written approval.

9. INTELLECTUAL PROPERTY WARRANTY.

The rights with respect to the intellectual property of the products of AUCTUS shall vest with AUCTUS and Transporter shall not be authorized to use the same for any purpose without the prior written permission of AUCTUS.

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10. SEVERABILITY

In the event that anyone or more provisions of this Agreement shall be deemed to be illegal or unenforceable, such illegality or unenforceability shall not affect any of the remaining legal and enforceable provision hereof, which shall be construed as if such illegal or unenforceable provision or provisions had not been inserted.

11. ASSIGNMENT

Transporter shall not assign or transfer this Agreement or any of their rights and obligations hereunder without the prior written approval of "AUCTUS".

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and may not be changed or amended, except in a separate writing signed by both the parties. This Agreement also supersedes any other prior arrangement or agreement hereto before made by the parties with respect to the subject matter hereof.

13. LEGAL STATUS OF THE PARTIES

This agreement shall not be construed as a partnership or agency between the parties hereto and the "Transporter" shall have no authority or power to bind AUCTUS or to contract in the name of and create any liability against AUCTUS in any way for any purpose.

14. NOTICES

For SATYAM CARGO MOVERS

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Any notice or other communication required or permitted to be given shall be in writing and sent through registered post acknowledgement duly addressed to the respective parties.

15. GOVERNING LAW & TERMINATION

This Agreement shall be governed by the laws of India.

The term of this Agreement is 2 years with effect from Dated:-01/12/2016 and is renewable on written mutual consent of both the parties. This Agreement may be terminated by either party, without cause, by giving the other party 30 days prior written notice.

16. JURISDICTION

Any matter/ issue arise by and between the parties shall be subject to the exclusive jurisdiction of the courts situated at Delhi only.
the date and year mentioned hereinbefore.

WITNESSES;

1.

Auctus E-Recycling Solution Pvt. Ltd.

AUCTUS E-RECYCLING SOLUTIONS PVT. LTD.

DIRECTOR

2.

Satyam Cargo Movers.

For Sat

MOVERS

Proprietor

For SATYAM CARGO MOVERS

Proprietor