



TERMS & CONDITIONS

Applicable from 1st May 2025

IMPORTANT NOTICE

These Conditions EXCLUDE LIABILITY on the part of Rico Logistics Limited (including its subsidiaries) and its employees or agents for loss, damage and delay in certain circumstances; LIMIT LIABILITY to stated amounts where liability is accepted and REQUIRE NOTICE OF CLAIMS within strict time limits. You should note these Conditions carefully and where necessary obtain insurance cover in order to protect their interests.

1. APPLICATION

- 1.1 These Conditions apply to the carriage of Shipments originating from UK/Europe/ Northern Ireland, and between and within countries and territories of Europe, UK, Northern Ireland or any other country/location wherein Rico Logistics Limited or its subsidiaries is providing Services. For further information on any part of TVS SCS's Services, see tvsscs.com.
- 1.2 These Conditions apply to all Shipments tendered by You to TVS SCS. These Conditions do not apply to Shipments tendered to any other entities of TVS SCS which is not the subsidiary of Rico Logistics Limited.
- 1.3 The international carriage of a Shipment by air will be subject to the Montreal Convention or the Warsaw Convention, as applicable. The international carriage of a Shipment by road will be subject to the CMR, as applicable. Services carried domestically (between specified locations within one country) are subject to the laws of that country, these Conditions, and any applicable TVS SCS domestic Surcharges.
- 1.4 The latest online version of these Conditions published and maintained on TVS SCS.com prevails and supersedes any older or other versions of the Conditions. You, by tendering Services to TVS SCS, agrees to the Conditions in force at that time. TVS SCS reserves the right to unilaterally amend or supplement these Conditions at any time.
- 1.5 In case of conflict between these Conditions and any other TVS SCS documentation the following priority is given:
 - 1.5.1 any Service Agreement;
 - 1.5.2 these Conditions;
 - 1.5.3 any Surcharge, including or Fuel Surcharge;
 - 1.5.4 any Tariff Rate;
 - 1.5.5 any other TVS SCS documentation, including but not limited to, any quote, waybill, manifest, or shipping documentation.

For the avoidance of doubt, any conflict between a Service Agreement and these Conditions, a Service Agreement will prevail.

- 1.6 These Conditions prevail to the extent that they do not conflict with the applicable Convention(s), or other mandatorily applicable laws, including applicable local market regulations. No terms and conditions of the Customer shall apply to TVS SCS, unless explicitly agreed by TVS SCS in writing.
- 1.7 The Services available may be modified or suspended by TVS SCS from time to time. Such modification or suspension applies to Shipments tendered to TVS SCS after that date. Details of current Services are available on TVS SCS.com
- 1.8 In these Conditions, all decisions of TVS SCS are made at the sole discretion of TVS SCS. **2.**

DEFINITIONS

The following terms will have the meanings as given below, except where the context otherwise requires:

Actual Profile	means any Shipments tendered to TVS SCS by You over a period of time, as specified by TVS SCS;
Base Charges	means the initial charges made for the Shipment or storage of your Goods;
Commencement Date	means the date that you tender Your first Shipment to TVS SCS;
Conditions	means this document, and any subsequent published versions as available at TVS SCS.com;



Controllable Event	means an event that could be reasonably prevented by TVS SCS;
Courier Services	refers to the professional collection, transportation, and delivery of documents, parcels, packages, or goods on behalf of a customer, conducted in accordance with agreed service levels. These services may include, but are not limited to, sameday delivery, next-day delivery, time-specific deliveries, and specialised handling requirements.

TVS SCS IFM Limited

TVS SCS IFM Limited, formerly Rico Logistics Ltd (Company No 02869014) is a trading subsidiary of the TVS Logistics Investment UK Limited,
New Registered Address: Logistics House, Buckshaw Avenue, Chorley, Lancashire PR6 7AJ, UK |
1A, Stockley Works, Horton Road, West Drayton UB7 8HX, UK.

Finance Department

+44 (0)1753 567313 |

The scope encompasses local, national, and international deliveries as specified in the applicable service agreement;

Dangerous Goods	shall have the meaning given to it in clause 8.1;
Exchange	means a lock box, the lock box may be either manual (key operated) or electronic (device operated);
Force Majeure Event	shall have the meaning given to it in clause 28;
Fuel Surcharge	means our standard fuel surcharge, details of which can be found at TVS SCSscs.com
Forward Stock Location FSL	means a satellite storage area; or
Goods	means any items consigned by You for storage in our locations;
In Boot	means a satellite location that is a vehicle boot;
Initial Term	the minimum duration of any Service Agreement between TVS SCS and You, being that period specified in the Service Agreement in default of which being the period expiring no less than 36 months from the Commencement Date;
Projected Profile	means the information you supplied to TVS SCS prior to the commencement of services, and on which we have based our Base Charges and Surcharges;
PUDO	means a satellite location where You or Your agents collect Shipments from or return Shipments to;
Return Shipment	means a Shipment that we are returning to Your premises;
Services	Services shall mean any services provided by TVS SCS as per Your instructions;
Service Agreement	means a document which accompanies these terms containing special terms of these Conditions and which more fully describes the Services to be provided to You;
Shipment	means one or more items, moving on a single shipment instruction;
SLA	means any and all service level agreements, as defined in any Service Agreement;
Surcharges	means additional charges for sending certain Shipments through TVS SCS, details of which can be found in your Service Agreement or at TVS SCSscs.com;

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Tariff Rate	means our standard charges, details of which can be found at TVS SCSs.com or which have been provided to you;
Technology Tower or TCT	Controlmeans our customer contact centre who deal with initial queries relating to a Shipment;
Trace	refers to our IT platform;
TVS SCS or We	Rico Logistics Limited (Company Registration No. 02869014) or its subsidiary which is providing services;
You or Your or Customer	the individual, company, partnership or similar business organisation whose details appear on the Service Agreement as TVS SCSs' customer or who contract with TVS SCS for the provision of Services. Your shall be construed accordingly.

3. APPOINTMENT

- 3.1 You appoint TVS SCS to provide the Services to You from the Commencement Date or the date of the first Shipment being tendered by You to TVS SCS.
- 3.2 You hereby appoint TVS SCS to the extent permissible by law as its sole provider of the Services set out in any Services Agreement within the Territory in consideration of the Fees.
- 3.3 Notwithstanding clause 18 the earliest any Services Agreement may be terminated is following the Initial Term as specified in any Services Agreement, or in the event of no Services Agreement being signed, by giving 90 days' written notice by either party.
- 3.4 In performing the services TVS SCS shall be an independent contractor and nothing in this Agreement shall create any relationship of agency, employment or partnership between the parties and thereby no party shall be authorised to bind the other except as expressly permitted by this Agreement.

4. CHARGES & PAYMENT

- 4.1 In consideration for the timely and proper performance of the Services and all other obligations hereunder You agree to pay the Charges to TVS SCS in accordance with this Clause 4, any Service Agreement and any Surcharge as applicable.
- 4.2 The Charges are, unless expressly stated otherwise in any Service Agreement, exclusive of value added tax, which may change from time-to-time as set by the local territory government.
- 4.3 Base Charges will be reviewed and amended in accordance with your Service Agreement. If Base Charges are increased in line with the Service Agreement, but not at a level that covers all reasonably demonstrated increase in costs realised by TVS SCS, TVS SCS may apply a supplementary increase to the Base Charges to recover this amount.
- 4.4 Surcharges, including our Fuel Surcharge, will be amended from time to time at the sole discretion of TVS SCS.
- 4.5 If any Base Charges or Surcharges are not confirmed in a Service Agreement, you will be charged based on our Tariff Rate, details of which are available at TVS SCSs.com.
- 4.6 TVS SCS may, at its sole discretion, make changes to Base Charges and Surcharges in the event local government changes to national minimum wage, total employment costs or legislation such that the change increases TVS SCS operating costs. Changes under this clause may be implemented with 28 days' written notice to the Customer.
- 4.7 You are responsible for the payment of all duties and taxes and all fees and surcharges related to TVS SCS's disbursement of duties and taxes if a payment in not received. If You fail to make the necessary arrangements for the payments of duties and taxes, Shipments may be returned to You at Your cost. TVS SCS assume no responsibility for Shipments abandoned in customs, and such Shipments will be considered undeliverable.
- 4.8 All sums payable by either party under these Conditions shall be paid in Pounds Sterling. From time to time, the parties may agree that the prices for the Services be quoted and invoiced in other currencies, it being always accepted that a reasonable additional margin be applied to render TVS SCS harmless for any currency risk (if relevant).
- 4.9 All charges are payable to TVS SCS within thirty (30) days from the invoice date. The invoice will be deemed accepted if the Customer does not dispute or reject it within ten (10) business days from the date of receipt.

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- 4.10 The payment against the invoices shall be made in the form of BACS, CHaPs/ Swift Pay/ Direct Debit as mutually agreed between the Parties.
- 4.11 You shall send the remittance advices ahead or at time of payment to remittance@tvsscs.com to ensure accurate allocation of funds.
- 4.12 Interest calculated at an annual rate of 8% above Bank of England base rate from time to time will accrue daily and may be charged to the Customer by TVS SCS on overdue amounts from the day the invoice becomes overdue. In addition to the same, TVS SCS shall also have the right to suspend the Services or withhold the goods/exercise right to lien in the event of nonpayment of services.
- 4.13 You hereby agree and acknowledge that TVS SCS shall have the right to conduct credit limit review and if the outstanding balance exceeds the approved credit limit, you shall be liable to pay the difference, failing which TVS SCS shall have the right to suspend the Services unless the difference amount is not paid.
- 4.14 You shall have no right to set-off any payments against any liability unless mutually agreed between the parties.
- 4.15 In the event that changes in applicable laws, regulations, or statutory requirements result in increased costs that directly affect the charges set out in these terms and conditions, TVS SCS reserves the right to adjust such charges accordingly. Any adjustments will be documented in writing and communicated to you, accompanied by a detailed explanation of the changes. The revised charges will take effect no earlier than seven days after you have been notified.

5. DISTRIBUTION SERVICES

- 5.1 TVS SCS will collect Shipment(s) from the collection point that You agree on each Collection Day and/or deliver Shipment(s) to the delivery point that you specify when booking a Shipment with TVS SCS.
- 5.2 You will clearly label all Shipments that TVS SCS collect on your behalf. You will ensure all labels conform with Our requirements (further details can be found at TVS SCS.com). If Your labels do not conform with these requirements, We can charge You an appropriate administration fee (see Surcharges). We may return the Shipment(s) to You to be labelled properly. In the event that a delay is caused by Your failure to clearly label a shipment, TVS SCS will not be responsible for any delay in delivery, our Obligations to achieve a stated SLA in our Service Agreement(s), or any other Obligation We have under this Agreement.
- 5.3 If You book a Return Shipment, we may either provide You with a label to affix to the Shipment, or we will supply and affix the label to the Shipment on collection.
- 5.4 When TVS SCS collect a Shipment from You or Your nominated place of collection either:
- 5.4.1 TVS SCS may scan this Shipment on collection. This will generate a POC and will act as confirmation we have received this Shipment; or
- 5.4.2 TVS SCS may scan this Shipment on receipt of the collection vehicle at one of our Sites.

If a Shipment has been booked by You but has not been scanned into Our network, this Shipment will be marked as nothing to collect. TVS SCS has no liability for loss for any Shipment that has not been receipted into our network. For the avoidance of doubt a booking **does not** create liability for the Shipment in our network.

- 5.5 When We deliver a Shipment, TVS SCS will record a POD. Such POD will indicate that a delivery was made successfully and in accordance with these Conditions.
- 5.6 In the event that:
- 5.6.1 TVS SCS are delivering your Shipment to an **Exchange** (either an app, electronic or lock box) You should not leave any Parcel unattended anywhere on or near an Exchange other than in a fully secured Lock Box, App Box, Electronic Box or Virtual Box. You are responsible for the timely collection of each Parcel once delivered to the agreed Exchange.
- 5.6.2 TVS SCS are delivering your Shipment to a **PUDO or FSL**, Your agent should present their engineer ID card on arrival, quote all Trace tracking numbers to be collected. You are responsible for the timely collection of each Parcel once delivered to the agreed PUDO or FSL. Shipments will be held for five working days before being returned to You.
- 5.6.3 TVS SCS are delivering your Shipment to an **In Boot** location, Your agent should ensure the vehicle scanning plaque is easily visible. You or Your agent will receive a delivery alert which will include Trace tracking numbers delivered. Any issues must be reported to Technology Control Tower in a timely manner.

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- 5.6.4 TVS SCS are delivering your Shipment to a **PUDO** location due to the original **In Boot** location being unavailable, Your agent should present their engineer ID card and quote all Trace tracking numbers due for collection. Shipments will be held for five working days before being returned to You.
- 5.6.5 TVS SCS are delivering your Shipment to a **Fixed Site** location, Your agent should ensure the location scanning plaque is easily visible. You or Your agent will receive a delivery alert which will include Trace tracking numbers delivered. Any issues must be reported to Technology Control Tower in a timely manner.
- 5.7 If TVS SCS cannot deliver a Shipment because:
- 5.7.1 In the case of a **Force Majeure Event**, we will arrange for delivery of Your Shipment on the next available Business Day.
- 5.7.2 in the case of an **Exchange**, insufficient App and/or Electronic Boxes are available, TVS SCS will return the Parcel to a Distribution Centre and contact You;
- 5.7.3 in the case of an **Exchange**, You have not collected earlier Parcels to ensure sufficient capacity for the delivery of a later Parcel, TVS SCS will return the Parcel to a Distribution Centre. You will be charged the original Shipment Fee plus an administration fee;
- 5.7.4 we are unable to deliver a Shipment due to **Your acts or omissions**, for example (but without limitation) Your Shipment is too large. We reserve the right to charge You a the original Shipment Fee plus an administration fee;
- 5.7.5 in the case of a delivery to a **Fixed Site**, same day, next day or any other Services as maybe available from time to time, TVS SCS are unable to deliver your Shipment because either TVS SCS are unable to reasonably identify or locate the consignee or the recipient refuses to accept delivery of your Shipment. You will pay the costs of such return, plus an administration fee.
- In all the above 5.7.2 to 5.7.5 TVS SCS will return the Shipment to Your nominated collection location.
- In the event of a failure to deliver a Shipment under this Clause 5.7, You may from time-to-time request TVS SCS redeliver a Shipment Same Day, to a different location, or via a different method, for example (but without limitation) Courier Services. TVS SCS will act with reasonable endeavours to facilitate such requests. You will be liable for all additional costs realised by TVS SCS because of these requests. All requests must be made in writing. TVS SCS will not accept verbal requests for changes to Shipments.
- 5.8 If TVS SCS cannot collect a Shipment because:
- 5.8.1 we are unable to collect your Shipment due to a Controllable Event, we will arrange for collection of Your Shipment on the next Business Day. No additional Charges will be levied for this Shipment;
- 5.8.2 we are unable to collect your Shipment due to a Force Majeure Event, we will arrange for collection of Your Shipment on the next Business Day. An additional Charge maybe levied for this Shipment to cover any increased costs;
- 5.8.3 when We arrive to collect the Shipment, the Shipment is unavailable for collection, you will be charged a nothing to collect Surcharge;
- 5.8.4 when We arrive to collect the Shipment, the Shipment does not confirm to the specifications in any Service Agreement we have and / or the Shipment is not clearly labelled, we may refused to collect Your Shipment and you will be charged a nothing to collect Surcharge.
- 5.9 You must not use any PUDO, FSL or Exchange for storage of any goods unless agreed by You and TVS SCS. You must not affix anything to the outside or inside of a PUDO, FSL or Exchange location. In the event that You or Your agent operating on Your behalf causes damage (including but not limited to affixing any material) to a PUDO, FSL or Exchange location you will be charged for the remediation of such damage to the prior condition, plus a site damage fee of at least seven hundred and fifty pounds (£750). Any site damage fee is uncapped and will be charged at the reasonable cost to restore the site to its original condition prior to the damaged caused by You or Your agent.
- 5.10 Once Shipments are delivered to a PUDO, FSL or Exchange, we will hold these Shipments available for collection by You, or Your users, for an agreed period (typically, but not limited to, number of Business Days) following the date of delivery of your Shipment. If a Shipment remains uncollected after the agreed period we reserve the right to charge You a Surcharge for the additional storage time per day or per part of (details of which can be found in our standard Surcharge document and/or your Service Agreement). Either party may at its sole discretion request that or send the Shipment back to Your Collection Location, in such circumstances You will be liable for additional Charges to return such Shipments.
- 5.11 If a Shipment is found to be overweight, defined as any item exceeding a gross weight of 25 kilograms, You will be charged at our sole discretion either an overweight Surcharge or a pallet delivery charge, in addition to the original delivery charge.
- 5.12 If a Shipment is found to be oversized, as defined in our Surcharges, you will be charged an additional handling surcharge as stated in either Your Service Agreement or our standard Surcharges.
- 5.13 Any additional charge above the Base Charges made by TVS SCS under clauses 5.11 and 5.12 is at the sole discretion of TVS SCS.



6. COURIER SERVICES

- 6.1 All Courier Services shall be performed in compliance with applicable laws, regulations, and industry standards, including but not limited to the secure handling and transport of sensitive, hazardous, or temperature-controlled items. Where required, the customer must provide accurate documentation and declare any special handling needs, including for dangerous or regulated goods, to ensure compliance with relevant safety and regulatory frameworks.
- 6.2 For next-day or international deliveries booked through the ParcelChoice service, separate terms and conditions shall apply, which are accessible via [<https://www.tvsscs.com/courierservices/wp-content/uploads/2025/04/ParcelChoice-Terms-Conditions.pdf>]. However, next-day or international shipments handled directly by the Courier Services network shall be governed by these terms and conditions.
- 6.3 These terms and conditions are additional to those stated in the other sections and shall be read in conjunction with those stated herein. In the event of conflict of any other terms and conditions stated herein with other sections, these terms and conditions shall prevail.
- 6.4 Where TVS SCS has agreed to perform Courier Services in respect of any Shipment of yours; you will be responsible for providing us with details of:
- The address from which the Consignment is to be collected and the name of a person(s) at such address responsible for the relevant Consignment (the "Collection Address");
 - The address to which the Consignment is to be delivered (the "Delivery Address");
 - The name of the intended recipient (the "Recipient");
 - The date on which (and, where applicable, the time at which) the Consignment is to be collected;
 - Your desired delivery date (and, where applicable, the desired delivery time) (the "Target Date");
 - Any relevant telephone numbers and other contact details;
 - Any other information reasonably requested by us.
- 6.5 You will ensure that all information provided to us is accurate and complete in all material respects.
- 6.6 TVS SCS shall not be responsible for any delay or error in the Courier Services caused by any inaccuracy in or omission from such information.
- 6.7 TVS SCS shall be solely responsible for the selection and allocation of personnel to perform the Courier Services.
- 6.8 TVS SCS reserves the right to use persons other than its employees to perform the Courier Services and may sub-contract any of its obligations arising hereunder without your prior written consent of the Customer.
- 6.9 You shall procure that TVS SCS' personnel who perform the Courier Services are allowed access to the Collection Address and the Delivery Address for the purpose of carrying out the Courier Services.
- 6.10 You shall ensure that the Recipient is aware of and willing to accept delivery of the Consignment and shall procure that the Recipient provides TVS SCS, courier delivering the Consignment with an appropriate written acknowledgement of receipt. TVS SCS shall make only one attempt to deliver the Consignment, during normal working hours, on a normal working day.
- 6.11 TVS SCS shall use all reasonable endeavours to deliver the Consignment by the Target Date but cannot guarantee delivery dates or times and time of delivery shall not be of the essence of this Agreement.
- 6.12 Delivery of the Consignment will be taken to have occurred when the Consignment is tendered for delivery to the Recipient at the Delivery Address.
- 6.13 TVS SCS shall not be responsible for any delay or failure in delivery due to:
- The Recipient being unavailable or unwilling to accept delivery of the relevant Consignment;
 - You and/or the Recipient having failed to obtain any necessary documents, licences or authorisations, or having failed to pay any applicable taxes, duties or other charges, for such delivery;
 - The confiscation of the Consignment by any customs or other competent authority; or
 - Any other cause or circumstance beyond the reasonable control of TVS SCS.
- 6.14 If delivery of the Consignment is not possible for any reason, TVS SCS shall be entitled at its option to:
- Arrange the storage the Consignment until delivery can be effected (or until the Customer or the Recipient, by prior arrangement with TVS SCS, collects the Consignment from the storage location);
 - Return, or instruct the relevant carrier to return, the Consignment to the Customer;
 - Where such failure to deliver is due to any act or omission of the Customer or the Recipient, the Customer shall be liable for the full charges for the relevant Courier Services together with all costs and expenses incurred by TVS SCS as a result of taking the steps set out above (including without limitation the costs of storage, insurance and/or returning the Consignment to the Customer).
- 6.15 Liability for Courier Services shall be as follows:

TVS SCS' maximum liability per claim in contract, tort, negligence or otherwise arising out of, or in connection with, any one event or series of related events arising under this Agreement for the damage or loss of any goods in transit shall be limited according to

- a) For domestic road carriage within the UK and EIRE, TVS SCS' liability for physical loss of, mis-delivery of, or damage to goods in transit shall be limited to the lesser of:
 - (i) the value of the goods actually lost, mis-delivered or damaged; (ii) the cost of repair or reconditioning of the affected goods; or (iii) £1,300 Sterling per tonne of the gross weight of the goods actually lost, mis-delivered or damaged.;
- b) The Montreal Convention or the Warsaw Convention for Goods in international air transit;
- c) The CMR (Convention of International Carriage of Goods by Road signed on 19th of May 1956) rules for international road transit and
- d) The Brussels Convention 1924 as amended by the Hague Visby amendments for carriage of goods by water.
- e) Other country equivalent for intra country road shipments and/or International transit not covered by CMR or in the absence of such forwarding terms, the Supplier's liability shall be limited in case of loss or damage to the goods to 8.33 SDR per kilo of gross weight of the affected part of the shipment
- f) TVS SCS' maximum liability per claim in contract, tort, negligence or otherwise arising out of, or in connection with, any one event or series of related events arising under this Agreement for the damage or loss of any goods in storage (for the avoidance of doubt PUDO movements are transit) shall be limited to 2 SDR per kilogram of the gross weight of the goods lost or damaged, subject to a maximum aggregate liability of €1,000 per contract year.
- g) TVS SCS shall not accept liability for any loss of or damage to any part of the Consignment which consists of the following items: glass; Precious metals, Jewellery; Currency/vouchers/tickets; or Spirits/alcohol or tobacco products.
- h) TVS SCS's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the lesser of £5,000 or the fees payable hereunder in respect of the Courier Services in question and TVS SCS shall not be liable for any loss of income or profits, loss of contracts or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.
- i) Title to and risk in the Consignment shall remain with the Customer until delivery to the Delivery Address. The Customer shall be responsible for effecting and maintaining appropriate insurance in respect of the Consignment whilst in transit or storage.
- j) While raising claim against TVS SCS, Customer shall comply with the timelines stated in clause 11.5.

7. WAREHOUSE SERVICES

- 7.1 You undertake that when presenting the Goods for warehousing, you will have securely and properly packed the Goods in accordance with industry best practices, any statutory regulations or official standards.
- 7.2 It is Your responsibility to notify TVS SCS in writing of any special precautions that need to be taken in the storage of Goods, and/or any statutory duties TVS SCS may need to undertake on Your behalf to comply with any relevant laws or instructions from professional or statutory bodies.
- 7.3 You must ensure Goods must be always packaged as to not cause damage or injury to the property of TVS SCS, our employees or agents, whether this is through leakage, spreading of damp, escape of fumes or substances, infestation or any other damage whatsoever.
- 7.4 Unless agreed otherwise in a Service Agreement, you warrant that no Goods constitute "Waste" as defined in the Environmental Protection Act 1990.

8. DANGEROUS GOODS

- 8.1 It is Your responsibility to identify and notify TVS SCS of any Dangerous Goods that are contained in any Shipment or Goods. Dangerous Goods are classified by the United Nations Recommendations on the Transport of Dangerous Goods, the International Civil Aviation Organization (ICAO), the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), the International Air Transport Association (IATA), and applicable laws and regulations.
- 8.2 TVS SCS must have expressly agreed in writing to carry these Dangerous Goods as part of a Service Agreement, which must have been signed by both parties prior to the Shipments being tendered to TVS SCS. If any such goods are delivered to TVS SCS without obtaining written consent and/or such marking, or if in the opinion of the carrier the goods are or are liable to become of a dangerous, noxious, hazardous, flammable or damaging nature they may at any time or place be unloaded, destroyed, disposed of abandoned or rendered harmless without compensation to the merchant and without prejudice to the carrier's right to freight and TVS SCS shall be under no liability to make any general average contribution in respect of such goods.
- 8.3 Certain Shipments may be allowed to be shipped by one form of shipment, but refused by others, for example a Shipment may be allowed by Road but not by Air. See Your Service Agreement for any restrictions on agreed Dangerous Goods Shipments.
- 8.4 All Shipments containing Dangerous Goods must comply with all applicable laws and regulations, including the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air and the IATA Dangerous Goods Regulations, which needs to be complied by you.
- 8.5 You are responsible for identifying, classifying, packaging, marking, labelling and completing documentation for dangerous goods Shipments, in compliance with all applicable international treaties, laws and regulations. You are also responsible for ensuring the Recipient complies with all applicable treaties, laws and regulations. Each Shipment must be accompanied by appropriate Dangerous Goods documentation (e.g. the IATA Shipper's Declaration for Dangerous Goods form) when required.
- 8.6 If You fail to prepare dangerous goods in accordance with this clause 8.5 this may result in an undeliverable Shipment. In this instance You will be liable for Surcharges related to the disposal or onward delivery of such Shipment.



9. PROHIBITED GOODS

9.1 TVS SCS prohibits the following items for shipment to any destination and You agree not to ship the same, unless expressly agreed otherwise by TVS SCS (additional restrictions may apply depending on origin and destination, subject to local laws and taxes):

- 9.1.1 Firearms, weaponry (including knives), ammunition and their parts. This includes, but is not limited to, guns, flick knives, butterfly knives, swordsticks, knuckledusters, and tasers;
- 9.1.2 3-D printing machines designed, or that function exclusively, to manufacture firearms;
- 9.1.3 Explosives, fireworks and other items of an incendiary or flammable nature;
- 9.1.4 Items resembling a bomb, hand grenade, or other explosive device or weapon. This includes, but is not limited to, inert products such as replicas, toy guns, novelty items, training aids and works of art;
- 9.1.5 Military items originating from any country in which an export control license is required;
- 9.1.6 Human corpses, human organs or body parts, human or animal embryos, cremated or disinterred human remains;
- 9.1.7 Live animals, including insects and pets;
- 9.1.8
- 9.1.9 Animal carcasses, dead animals, or animals that have been mounted. This includes, but is not limited to, animal furs, ivory and ivory related products, and fauna;
Plants and plant material, including cut flowers;
- 9.1.10 Perishable foodstuffs, and foods and beverages requiring refrigeration or other environmental control;
- 9.1.11 Pornography and obscene material. This includes, but is not limited to, manikins (including sex dolls);
- 9.1.12 Money, including cash and cash equivalents (e.g. negotiable instruments, endorsed stocks, bonds and cash letters), collectible coins and stamps;
- 9.1.13 Lottery tickets and gambling devices, where prohibited by law;
- 9.1.14 Hazardous waste, including used hypodermic needles and syringes, or other medical, organic and industrial waste;
- 9.1.15 Wet ice (frozen water);
- 9.1.16 Counterfeit goods, including goods under a trademark that is identical to or substantially indistinguishable from a registered trademark, without the approval or oversight of the registered trademark owner (also commonly referred to as “fake goods” or “knock-offs”);
- 9.1.17 Marijuana, including marijuana intended for recreational or medicinal use, and marijuana-derived cannabidiol (CBD), any product with any amount of tetrahydrocannabinols (THC) and synthetic cannabinoids
- 9.1.18 Raw or unrefined hemp plants, or their subparts (including hemp stalks, hemp leaves, hemp flowers and hemp seeds);
- 9.1.19 Tobacco and tobacco products, including but not limited to cigarettes, cigars, loose tobacco, smokeless tobacco, hookah or shisha; and
- 9.1.20 Electronic cigarettes and their component parts, any other similar device that relies on vaporization or aerosolization, and any non-combustible liquid or gel, regardless of the presence of nicotine, that can be used with any such device.

9.2 In addition to those items listed in clause 9.1, TVS SCS prohibits the shipment of the following:

- 9.2.1 Any item where the carriage, importation or export of which is prohibited by any law, statute or regulation; unless such item is licensed and/or authorised by the relevant government agency.
- 9.2.2 Any item that would require special licenses on the part of TVS SCS.
- 9.2.3 Under-declared, excisable shipments, that would either attract additional customs charges or exceed the amount permissible by local laws for import or export from a specific territory.
- 9.2.4 Dangerous Goods, except for those permissible under Clause 9 (Dangerous Goods) of these Conditions.
- 9.2.5 Packages that are wet, leaking or omit an odour of any kind.

9.3 Any Shipment sent by You and rejected under the above restrictions will be returned to You. TVS SCS reserves the right to charge administration surcharges and the cost of the return to You.

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9.4 Whether or not TVS SCS was aware of the nature of the goods, the Customer shall indemnify the carrier against all claims, losses damages, liabilities or expenses arising in consequence of the carriage of such goods. Nothing contained in this clause shall deprive TVS SCS of any of its rights provided for elsewhere in this Agreement.

10. VARIATION TO PROFILE

10.1 We reserve the right at any time to check the Actual Profile of your Shipments against Your stated Projected Profile as set out any Services Agreement. To the extent there is any variation between the two We reserve the right to:

10.1.1 charge You additional sums determined at our sole discretion; and / or

10.1.2 increase Your Charges, providing you have failed to tender to TVS SCS your Projected Profile and we have provided seven (7) calendar days' notice in writing of the changes.

11. IN TRANSIT OR STORAGE COVER AND CLAIMS

11.1 For Shipments tendered to TVS SCS under the section 5 (Distribution Services) that are made up of loose items only, TVS SCS provide insurance for the damage or loss of each individual Shipment (for the avoidance of doubt a Shipment may contain one or more parcels) at the lesser of either: (a) the cost price of the Goods, or (b) £20.

11.2 For Shipments tendered to TVS SCS under the section 5 (Distribution Services) and/or under section 6 Courier Services that are for a pallet delivery or collection, TVS SCS provide insurance for the damage or loss of each individual Shipment (for the avoidance of doubt a Shipment may contain one or more pallets) at the lesser of either: (a) the cost price of the Goods, or (b) £1,300 per 1,000 kilograms of product, pro-rata for the weight of the damaged or loss part of a Shipment.

11.3 For Goods tendered to TVS SCS under the Section 7 (Warehousing Services), TVS SCS provide insurance for the damage or loss of these Goods at the maximum of either: (a) the cost price of the Goods, or (b) £100 per 1,000 kilograms of product, pro-rata for the weight of the damaged or loss part of the Goods,.

11.4 If You tender multiple Services to TVS SCS a claim may only be made against 11.1, 11.2 or 11.3. If multiple claims are made by You for the same Shipment these will be rejected by TVS SCS.

11.5 You must notify TVS SCS of your intention to claim against the cover provided in Clause 11 within seven calendar days from the date of the original due date for delivery (11.1 and 11.2) or within seven calendar days from the date TVS SCS notified You of any damage or potential loss of any Goods in storage (under section 6 of these Conditions). You must formally submit in writing your claim under clause 11.1 to 11.3 within 14 days from the date of the original due date for delivery (11.1 and 11.2) or within seven calendar days from the date TVS SCS notified You of any damage or potential loss of any Goods in storage (under section 6 of these Conditions).

11.6 You must submit evidence of any claim including the following information:

11.6.1 for claims made under 11.1 to 11.3 you must submit evidence of the cost price of the Shipment or Goods; and

11.6.2 for claims made under 11.2 to 11.3 you must submit evidence of the weight of the Shipment or Goods.

11.7 If You fail to fulfil Your obligations under clauses 11.5 or 11.6, TVS SCS will not be liable for the Shipment or Goods to which the claim relates.

11.8 You acknowledge that TVS SCS does not provide full insurable value for Shipments or Goods and it is Your responsibility to make arrangements to ensure that all Shipments or Goods are suitably insured (including all duties and taxes).

Time Limit for claims to be defined.

12. WARRANTY AND INDEMNITIES

12.1 TVS SCS hereby warrants and agrees that the Services will:

12.1.1 strictly comply with all applicable laws and regulations;

12.1.2 be carried out in a manner consistent with industry standards.

12.2 TVS SCS will indemnify You against all direct losses, damages, injury, costs and expenses (including legal expenses) awarded against or incurred or paid by You as a result of or in connection with:

12.2.1 the infringement or alleged infringement of any third party intellectual property rights except to the extent that it is caused by any act or omission of the Customer;

12.2.2 any gross negligent, careless or reckless act or wilful omission of TVS SCS or its employees in supplying, and/or delivering the Services; and

12.2.3 any breach of this Agreement by TVS SCS.

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12.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

12.4 Nothing in this Agreement limits or excludes the liability of either party:

- 12.4.1 for death or personal injury resulting from negligence; or
- 12.4.2 for any damage or liability incurred as a result of fraud or fraudulent misrepresentation; or
- 12.4.3 for any liability in respect of title to parts or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982; or
- 12.4.4 for any damage or liability incurred as a result of gross negligence; or
- 12.4.5 for any damage or liability incurred as a result of the infringement of any third party rights; or
- 12.4.6 for any damage caused by wilful and deliberate default of obligations hereunder.

12.5 Subject to Clause 12.4 above:

12.5.1 neither party shall be liable for:

- 12.5.2 loss of profits; or
- 12.5.3 loss of business; or
- 12.5.4 depletion of goodwill and/or similar losses; or
- 12.5.5 loss of anticipated savings; or
- 12.5.6 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses (except Your payments to TVS SCS).

12.6 TVS SCS's total aggregate liability in contract, tort (including negligence or breach of statutory duty), data breach, misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of these Conditions or any Services Agreement shall be limited to the lower of £25,000 or the annual Charges paid by You in respect of each Year.

12.7 Excluding Your payment obligation, Your total liability under these Conditions or any Services Agreement (excluding the Charges) shall be limited to £25,000 in respect of each year.

12.8 Each party shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer.

13. Title and Risk

Notwithstanding anything to the contrary elsewhere in this terms and conditions, nothing shall be considered to be transfer of Risk and Title in the Goods from the Customer to TVS SCS and the risk and title in the Goods shall always be with the Customer.

14. CONFIDENTIALITY

14.1 Both parties shall provide to the other on a regular basis information and forecasts as are necessary for the performance of the Services.

14.2 Both parties shall use all reasonable endeavours to ensure that, except with the consent of the other, all information whether of a technical, financial or commercial nature made available by one to the other under or pursuant to this agreement shall be kept confidential by their respective directors, employees and agents both during and after the term of this agreement unless:

- 14.2.1 disclosure is necessary for complying with this agreement; or
- 14.2.2 such information has become public knowledge without the fault of the party wishing to disclose such information; or
- 14.2.3 such information has been disclosed by a third party entitled to make such disclosure; or
- 14.2.4 disclosure is necessary for complying with any applicable statute or regulation or the rules or requirements of any relevant stock exchange or relevant regulatory authority (subject to the party wishing to disclose such information making all reasonable endeavours to inform the other party of the nature and details of the disclosure and the identity of the party to which the information is to be disclosed, prior to any disclosure).

14.3 The parties shall use any confidential information disclosed to them in connection with this agreement solely for the purpose of performing their respective obligations under this agreement and for no other purpose.

15. GENERAL INSURANCE

15.1 TVS SCS shall at its own expense effect and maintain with an insurance company of high reputation: employers liability insurance and public liability insurance; for a sum and range of cover that is appropriate in the circumstances; but in any event not to be less than: Employers Liability £10m; Public Liability £10m.

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15.2 You shall at Your own expense effect and maintain with an insurance company of high reputation: employers liability insurance and public liability insurance; for a sum and range of cover that is appropriate in the circumstances; but in any event not to be less than: Employers Liability £10m; Public Liability £10m.

15.3 You will be responsible for procuring insurance for the goods which have been given to us for providing services.

16. DATA PROTECTION

16.1 TVS SCS will receive Personal Data relating to the operatives in connection with this Agreement. This Personal Data will include the Operatives' name and work schedule and, in some cases, their address. The Personal Data will be processed by TVS SCS acting as a Data Processor on behalf of the Customer, who is the Data Controller.

16.2 Where Personal Data is Processed by TVS SCS under or in connection with this Agreement, TVS SCS shall:

16.2.1 not Process, transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than:

16.2.1.1 as required to meet the Customer's lawful, documented and reasonable instructions (which shall unless otherwise agreed be to process Personal Data as necessary to provide the services under this Agreement); or

16.2.1.2 as required to comply with an EU or Member State law to which TVS SCS is subject, in which case TVS SCS shall (to the extent permitted by law) inform the Customer of that legal requirement before Processing that Personal Data;

16.2.2 upon becoming aware of a Personal Data Breach:

16.2.2.1 notify the Customer without undue delay; and

16.2.2.2 co-operate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of that Personal Data Breach, provided in each case that the Customer shall reimburse the TVS SCS in full for all costs (including for internal resources and any third party costs) reasonably incurred by TVS SCS in performing the obligations under this Clause 16.2.2 to the extent the Personal Data Breach was not caused by TVS SCS;

16.2.3 upon receiving any request, complaint or communication relating to the Customer's obligations under the Data Protection Laws (including but not limited to any requests, complaints or communications from Data Subjects):

16.2.3.1 notify the Customer without undue delay (and in any event within 7 days);

16.2.3.2 cooperate with the Customer and take such reasonable commercial steps as are directed by the Customer to enable the Customer to comply with any exercise of rights by a Data Subject under any Data Protection Laws in respect of Personal Data processed by TVS SCS under the Agreement or comply with any assessment, enquiry, notice or investigation under any Data Protection Laws, provided in each case that the Customer shall reimburse TVS SCS in full for all costs (including for internal resources and any third party costs which have been approved in advance by the Customer) reasonably incurred by TVS SCS performing its obligations under this Clause 16.2.3;

16.2.4 implement the technical, physical and organisational measures set out in the Customer's data protection and security policies in conjunction with the Customer;

16.2.5 ensure that its employees who may have access to the Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality and comply at all times with the provisions of this Clause 16;

16.2.6 not authorise any sub-contractor to process the Personal Data ("sub-processor") other than with the prior written consent of the Customer provided that the Customer consents to the appointment of sub-processors who may from time to time be engaged by TVS SCS in relation to the provision of the Services who in each case are subject to terms between the Supplier and the sub-processor which are no less protective than those set out in this Clause 16.2 and provided that no Personal Data is processed outside of the EEA; and

16.2.7 subject to the requirements of any applicable exit plan cease processing the Personal Data within 90 days upon the termination or expiry of this Agreement or, if sooner, the service to which it relates and as soon as possible thereafter, either return, or securely wipe from its systems (to the extent possible), the Personal Data and any copies of it or of the information it contains.

16.3 TVS SCS shall make available to the Customer such further reasonable information and (as applicable) co-operate in the conduct of any audit or review exercise, as the Customer may reasonably require providing assurance that TVS SCS are in compliance with the obligations set out in this Clause 15, provided always that this requirement shall not oblige TVS SCS to provide or permit access to information concerning:

16.3.1 TVS SCS's internal pricing information;

16.3.2 information relating to TVS SCS's other customers;

16.3.3 any of the TVS SCS's non-public external reports; or

16.3.4 any internal reports prepared by TVS SCS's internal audit function. Further a maximum of one audit or review may be activated under this Clause in any twelve (12) month period.

17. INTELLECTUAL PROPERTY

To the extent that any Shipments or Goods are manufactured or supplied to Your designs or specifications, or where You have initiated paid design or research and development work relating to these Conditions, ownership of such works, designs, data, inventions and improvements including all



intellectual property rights shall belong solely to You and TVS SCS will, upon request, take all necessary steps to vest such rights as are held by TVS SCS and, to the extent that it is able to do so, procure that any moral rights in relation thereto are waived.

18. TERMINATION

18.1 Either party may terminate these Conditions forthwith by written notice to the other without prejudice to any accrued right or remedy of either party if:

18.1.1 the other party commits a material breach of these Conditions which in the case of a breach capable of remedy shall not have been remedied within thirty days of the receipt by the other of a notice from the innocent party identifying the breach in sufficient detail and requiring its remedy; or

18.1.2 the other party is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a bona fide solvent reconstruction or amalgamation) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator or administrative receiver appointed or has passed a resolution for its winding up or has an order made by any court of law for its winding-up or for an administration order or ceases for any reason to carry on business.

19. ASSIGNMENT

19.1 These Conditions are personal to the Parties and, subject to Clause 21.2, neither Party shall assign, transfer, sub-contract, sub-license or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written agreement of the other Party.

19.2 TVS SCS may subcontract any part or parts of the Services at our sole discretion, provided that the Services will be provided by TVS SCS in accordance with these Conditions and any Services Agreement.

20. NON-SOLICITATION

20.1 Unless such employee is or has left the employment of that party through reasons of redundancy, neither party shall (except with the prior written consent of the other) during the term of these Conditions solicit the services of any senior staff of the other party who have been engaged in the provision of the Services or the management of these Conditions or any significant part thereof either as principal, agent, employee, independent contractor or any other form of employment or engagement other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of the other party.

21. NOTICE

21.1 Any notice or other document to be given under these Conditions shall be in writing and shall be deemed to have been duly given if left at or sent by hand, by registered post or by email to a party at the address set out above or such other address as one party may from time to time designate by written notice to the other.

21.2 Any notice given under these Conditions must be sent from and delivered to a Person Of Suitable Authority, for the purpose of these Conditions a "Person Of Suitable Authority" is at director level or above, or in the case of You, also copied to Your company secretary.

22. ENTIRE AGREEMENT

22.1 These Conditions constitutes the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements between the parties relating to the subject matter of these Conditions. Neither party shall be entitled to rely on any agreement, understanding or arrangement, which is not expressly contained in these Conditions other than as expressly stated herein.

22.2 Each party acknowledges that, in entering into these Conditions, it does not rely on any statement, representation, assurance or warranty ("Representation") of any person (whether a party to these Conditions or not) other than as expressly set out in these Conditions. Each party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract.

22.3 Nothing in this clause shall limit or exclude any liability for fraud.

23. VARIATIONS

23.1 No change may be made to these Conditions. Changes to any Service Agreement must be agreed in writing signed by duly authorised representatives of both parties.

24. WAIVER

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24.1 No failure or delay on the part of either of the parties to exercise any right or remedy under these Conditions and any Service Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be.

24.2 Except where expressly provided otherwise, the rights of the Parties under these conditions shall be without prejudice to the Parties' rights and remedies at law and the Parties shall not be bound to exercise any such rights and remedies in any particular sequence.

25. RELATIONSHIP OF PARTIES

25.1 A The relationship of the parties is that of independent contractors dealing at arm's length and, except in relation to the Agency, nothing contained in these Conditions, and no action taken by the parties pursuant to these Conditions, shall constitute or shall be construed so as to constitute, any relationship between the parties of partnership or of principal/agent or of employer/employee, nor are the parties hereby engaging in a joint venture, association or other co-operative venture, and accordingly, except pursuant to the Agency, neither of the parties shall have any right or authority to act on behalf of the other nor to bind the other by contract or otherwise.

25.2 Neither of the Parties will represent itself, and each Party will ensure its employees do not represent themselves, as being employees, partners or agents of the other Party and, except pursuant to the Agency, nothing in these Conditions constitutes either Party or its employees as employees, partners or agents of the other Party or creates any employment, partnership or agency for any purpose.

26. ILLEGALITY

26.1 If any provision or term of these Conditions shall properly become or properly be declared illegal, invalid or unenforceable for any reason whatsoever such term or provision shall be divisible from these Conditions and shall be deemed to be deleted from these Conditions provided always that if such deletion substantially affects or alters the commercial basis of the Conditions then that clause shall be deemed to be replaced by a legal clause of similar substance and effect to the deleted clause.

27. CAPACITY

27.1 A The parties agree and warrant that they have full corporate power to enter into this Agreement and to carry out their respective obligations.

28. RIGHTS OF THIRD PARTIES

28.1 These Conditions does not in any way whatsoever entitle a person who is not a party to it (including, without any limitation, any employee, officer, agent, representative, or subcontractor of either party) to enforce any term, which expressly, or by implication, confers a benefit on him pursuant to the Contract (Rights of Third Parties) Act 1999.

29. FORCE MAJEURE

29.1 If either party's performance under these Conditions is negatively affected by any events beyond the control of respective party, including without limitation an act of God, fire, act of government or state of war, flood, earthquake, insurrection, or country-wide embargo or any other cause beyond its reasonable control ("Event"), that party is obliged to notify the other of the circumstances and the length of time which it estimates the Event will subsist.

29.2 Neither party is deemed to be in breach of these Conditions or liable to the other for non-performance, to the extent that it has delayed or not performed due to the occurrence of an Event provided always that the affected party mitigates the effect of such Event as far as is reasonably possible.

29.3 If an Event prevents either party from performing any of its obligations for more than 10 consecutive Working Days or for a period exceeding 15 Working Days in aggregate in any given three (3) month period, the non-defaulting party will be entitled to terminate these Conditions immediately on written notice to the other party without incurring liability.

30. DATA RETENTION

30.1 TVS SCS will keep electronic records of Shipments for a minimum of six months from the original delivery date of the Shipment, or for six months from the departure from storage of any Goods.

31. TRANSFERRING EMPLOYEES

31.1 TVS SCS warrants that it shall use its reasonable endeavours to ensure that none of its employees' principal purpose shall be to provide the Services to the Customer. TVS SCS shall inform the Customer in writing as soon as is reasonably practicable in the event any of its employees spend more than 50% of their time working on the Customer's account.

31.2 If, on commencement of these Conditions, a claim for TUPE is made by the previous service provider (meaning an entity who formally provided the Customer with services similar to the services provided hereunder (or some of them)), the Customer indemnifies TVS SCS for any and all costs (meaning, but not limited to, losses, damages, liabilities, claims, penalties, costs and expenses (including legal and other professional expenses)) relating to such

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claim. In addition, in the event a TUPE claim is successful TVS SCS may reasonably adjust the Charges for the Services in the event that TVS SCS can demonstrate an increased cost to deliver Your Services as a result.

- 31.3 If, on termination of this Agreement, any contract of employment relating to any of TVS SCSSCS's employees has effect or is claimed to have effect as if originally made between the Customer or a successor company (meaning an entity who provides the Customer with services similar to the services provided hereunder (or some of them) following termination of this Agreement) and that person, You indemnify TVS SCS for any and all costs (meaning, but not limited to, losses, damages, liabilities, claims, penalties, costs and expenses (including legal and other professional expenses)) relating to such claim.

32. GOVERNING LAW AND JURISDICTION

- 32.1 These Conditions shall be governed by and construed in accordance with English Law and each party hereby submits to the exclusive jurisdiction of the English Courts. In the event if the Services have been availed from TVS SCS entity outside the United Kingdom, the laws will be as per the laws of the country where Rico Logistic Limited's subsidiary entity is located, and the courts situated in the location where registered office of such subsidiary is situated will have an exclusive jurisdiction.