

# Self shipment

## (Terms of use)

Amended on 2nd Jan 2016

### Delivery

1. Seller shall be responsible for end-to-end delivery of the product till the location specified by the buyer.
  2. Seller shall deliver the products to the buyer within the committed timelines.
  3. A request for early or late delivery by the buyer will be entertained at the sole discretion of the seller on a case to case basis. However, sellers are required to hold the product for a minimum of 5 days from the committed delivery SLA to account for any schedule changes. Constructionwale.com will be in no way responsible for the costs incurred due to change in the delivery SLA.
  4. A request for early or late delivery by the seller will be entertained at the sole discretion of the buyer on a case to case basis.
  5. Seller shall be penalized for breach in the following cases:
    - o In case of late delivery without the consent of buyer, a penalty of 2.5% of the value of product will be charged;
    - o If the seller cancels the order at any stage, a penalty of 2.5% of the value of product will be charged;
  6. Seller shall update the tracking ID for each shipment on the seller panel for delivery either directly or through a third party logistics service provider.
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1. Seller shall be solely responsible for packaging, delivery, installation, re-packaging, uninstallation and reverse logistics of products under Large Shipment category.
  2. Such packaging, delivery, installation, re-packaging, uninstallation and reverse logistics may be carried out either directly by the seller or through a third party appointed by the seller.
  3. Parties hereby agree that Constructionwale.com shall not be responsible for any loss, damage, costs or liabilities that may arise as a consequence of the delivery, installation, packaging, re-packaging, uninstallation, reverse logistics or any post-sale service provided by the seller to the buyer. Seller agrees to indemnify Constructionwale.com against any damage suffered by Constructionwale.com as a consequence of any breach or claims on Constructionwale.com with respect to such services provided by the seller.
  4. Seller agrees to observe the instructions and guidelines determined by Constructionwale.com with respect to shipment and regularly update the status of shipment against every order on the seller dashboard. The status may be updated as 'dispatched', 'delivered', 'installed' etc. (as appropriate).

5. Constructionwale.com reserves the right, at its sole discretion, to change, modify, add, or remove portions of this policy at any time and without any prior written notice to the Seller. It is the responsibility of the Seller to review this policy periodically for updates/changes.

## Installation

1. Seller shall be responsible for installation of the product, either directly or through the manufacturer, at buyer's location.
2. Seller shall be penalized for breach in the following cases:
  - In case seller does not raise the service ticket to the manufacturer within 24 hours after 'delivered' in the seller Portal, a penalty of Rs. 100 will be charged for breach. (National and festival holidays exempted);
  - In case of failure of the seller to get the product installed, a penalty of Rs. 500 will be charged after breach (120 hrs after date of delivery).
3. On request of the buyer, seller shall extend the installation date up to a maximum of 7 days from the date of delivery of the product to the buyer. A request for installation after 7 days from the date of delivery shall be entertained at the sole discretion of the seller on a case to case basis.
4. In case of failure of the manufacturer to install the product, the seller shall ensure that the product is installed either directly or through a third party and the warranty shall continue to be effective.

## Reverse Logistics

1. Seller shall be solely responsible for arranging the technician visit, uninstallation (if required), repackaging, pick up & reverse logistics of the product from buyer's location in case of returns or replacement
2. Once a return or replacement request is raised by the buyer, Constructionwale.com customer support will intimate the seller about such request. Seller shall arrange for a technician visit to buyer's location within 3 business days from the date of intimation.
3. If the seller is unable to arrange for a technician visit within the agreed timeline, return request will be approved and processed by Constructionwale.com.
4. Customer will be refunded the entire amount of the product in case of failure of the seller to arrange for reverse pick up within 10 days from the day customer raises a return request.

## Code of Conduct

Seller shall comply and ensure that its logistic partner complies (seller and its logistics partner hereinafter collectively referred to as the "Parties") with the following Code of Conduct at all times.

## 1. Compliance with Applicable Laws and Anti-Bribery

Parties must comply with all applicable laws and regulations ("applicable laws and regulations"). Constructionwale.com has no tolerance for bribery or corruption in any aspect of its business. Constructionwale.com's policy prohibits engaging in any form of corruption, bribery, kickback, extortion, embezzlement or money laundering. Constructionwale.com is committed not only to complying with all applicable laws and regulations regarding such activities but also to acting with integrity and the highest ethical standards. Parties shall not participate in, facilitate or permit any form of corruption, bribery, kickback, extortion, embezzlement or money laundering, whether with respect to public officials or to any other person. Parties shall comply strictly with all applicable laws and regulations and with Constructionwale.com's policy set forth herein.

## 2. No Discrimination or Harassment

Parties shall not discriminate in hiring or employment practices on the basis of race, national origin, gender, age, sexual orientation, citizenship, marital status, disability, veteran status or religion. Parties shall provide a workplace free from unlawful harassment. Parties shall comply with all applicable laws and regulations regarding employment, including but not limited to such laws and regulations related to minimum wage, maximum work hours, overtime and benefits. Contractors shall only employ individuals who are above the minimum working age as set forth in applicable laws and regulations.

## 3. Safe Work Environment

Parties shall maintain a safe and sanitary workplace that includes appropriate protective equipment, and is in compliance with applicable environmental, health and safety laws, rules and regulations. Constructionwale.com recognizes the importance of our environment and natural resources, and advises the Parties to embrace the responsibility to society for prudently using natural resources and preventing harm to the environment. Parties shall comply with applicable environmental laws and regulations, including but not limited to obtaining required environmental permits, providing required environmental reports, properly controlling air, land and water emissions and properly disposing of chemicals and waste products.

## 4. Intellectual Property

Parties shall respect the intellectual property rights of others and shall comply with applicable laws and regulations related to patents, copyrights, trademarks and trade secrets.

## 5. Confidential and Proprietary Information

Parties shall safeguard Constructionwale.com's confidential and proprietary information. This obligation includes using commercially reasonable means to safeguard information technology systems on which Constructionwale.com's information is stored or transmitted. In addition, Parties shall refuse any improper access to confidential or proprietary information of any other company, including our competitors and customers.

### Additional Obligations

1. Parties shall provide details of its ownership, registered address, services offered, fare structure, insurance liabilities and contact details of duly appointed grievance redressal officer.
2. Parties shall ensure that its personnel provide service with reasonable skill and care to ensure delightful customer experience.
3. The personnel appointed by the Parties to deliver the shipment ("Personnel") should carry his identity card containing his/her photo and police helpline number prominently displayed.
4. The Personnel should have undergone background verification check (mandatorily PCC and criminal record check) and should be physically and mentally fit to discharge the service. They should not be under the influence of drugs or alcohol while delivering the shipment.
5. Training to the Personnel:
  - a) Parties shall mandatorily impart on-boarding training to the Personnel which would include but not limited to providing delightful customer experience, special training for dealing with women and children;
  - b) Refresher program mandatory once every calendar year which would include gender sensitization and delivery etiquette.
6. The Personnel under no circumstances shall:
  - a) Contact customer beyond the provision of delivery services;
  - b) Misbehave with customer while delivering shipment;
  - c) Misuse or share any information provided by the shipper;
  - d) Harass/stalk/bully customers through email, messages, call or any online or offline medium;
  - e) Be involved in loss or theft of goods and cash;
  - f) Provide wrong update on shipment and pick up status;
  - g) Be rude with the customers; and/or

h) Violate the delivery terms.

7. Constructionwale.com reserves the right to audit for ensuring that the expected service standards are met. This audit will include but not be limited to:

- a) Drug testing of Personnel
- b) Training imparted to the Personnel
- c) Background Verification of the Personnel

8. Personnel with responsibility of driving vehicle:

a) The Personnel should carry driving license, registration certificate, company id card containing the name and photograph of the Personnel.

b) The Personnel should have undergone background verification check (mandatorily PCC and criminal record check) and he should be physically and mentally fit to discharge the service. Personnel should not be under the influence of drugs or alcohol while on service.

c) The Personnel should be mandatorily provided training about the expected set of behaviour.

d) The Personnel responsible for driving the vehicle shall under no circumstances do the following:

- Gain access to customer's information;
- Cause loss or theft of goods and/or cash; and
- Interact with the customers beyond what is necessary under his/her scope of work

e) Constructionwale.com reserves the right to do auditing to ensure that the expected service standards are met. This audit will include but not be limited to:

- Drug testing of Personnel
- Training imparted to Personnel
- Background Verification of Personnel