LOGISTICS SERVICES AGREEMENT

This **Logistics Services Agreement** (the **"Agreement"**) is entered into as of **[Effective Date]** (the **"Effective Date"**), by and between:

BlueSky Logistics Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at **[Address]**, India (hereinafter, **"Logistics Provider"** or **"Carrier"**, which expression shall include its successors and permitted assigns); **AND**

GreenMart Exports Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at **[Address]**, India (hereinafter, **"Client"** or **"Shipper"**, which expression shall include its successors and permitted assigns).

The Logistics Provider and the Client may be referred to individually as a **"Party"** and collectively as the **"Parties."**

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1. RECITALS

1.1 **Business Need.** The Client is engaged in the manufacture, trade and/or export/import of goods and requires professional logistics, warehousing, customs clearance and transportation services in India and internationally.

1.2 **Service Capability.** The Logistics Provider is in the business of multimodal transportation, freight forwarding, warehousing, distribution, and customs brokerage, and represents that it has the expertise, resources and licenses to provide such services.

1.3 **Purpose.** The Parties desire to set forth terms and conditions under which the Logistics Provider shall provide the Services (defined below) to the Client.

NOW, THEREFORE, in consideration of the mutual promises, the Parties agree as follows.

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2. DEFINITIONS AND INTERPRETATION

2.1 **Definitions.** Unless the context otherwise requires:

- **"Affiliate"** means, with respect to a Party, any entity controlling, controlled by, or under common control with such Party.

- **"Applicable Law"** means all laws, statutes, rules, regulations, notifications, ordinances, court orders and directives of competent governmental authorities in force from time to time.

- **"Bill of Lading (B/L)"** means a document evidencing receipt of goods for shipment and terms of carriage.

- **"Business Day"** means any day other than Saturday, Sunday or a public holiday in the place where an obligation is to be performed.

- **"Claim"** means any demand, claim, suit, action, proceeding, fine or penalty.

- **"Confidential Information"** has the meaning set forth in Clause 17.

- **"Consignment"** means a shipment of goods tendered by the Client and accepted by the Logistics Provider for carriage or handling under a single set of shipping documents.

- **"Dangerous Goods"** means goods classified as hazardous under Applicable Law or the IATA, IMO or ADR rules.

- **"Force Majeure Event"** has the meaning set forth in Clause 21.

- **"KPI"** means Key Performance Indicators described in **Annexure B**.

- **"Lane"** means a defined origin–destination pair with an agreed transit SLA per **Annexure G**.

- **"Loss"** means loss, damage, theft, shortage or deterioration of goods.

- **"Personal Data"** means any information relating to an identified or identifiable natural person, processed under this Agreement.

- **"POD"** means Proof of Delivery, physical or electronic, evidencing delivery completion.

- **"Services"** means the logistics services described in Clause 3 and further detailed in the Annexures.

2.2 **Interpretation.** Headings are for convenience only; references to Clauses/Annexures are to this Agreement; **including** means *including without limitation*; words importing the singular include the plural and vice versa; references to *writing* include email.

2.3 **Order of Precedence.** In the event of conflict: (a) a duly executed Change Order (Annexure J), then (b) this Agreement body, then (c) Annexures, then (d) any SOPs/Specifications referenced.

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3. SCOPE OF SERVICES

3.1 **Core Services.** The Logistics Provider shall provide, on a non-exclusive basis:
a) **Transportation & Freight Forwarding:** Domestic road/rail and international air/sea forwarding, first/last-mile, consolidation/deconsolidation.
b) **Customs & Trade Compliance:** Import/export clearance, documentation, duty payment facilitation, drawback/FTA support.
c) **Warehousing & Distribution:** Receiving, put-away, storage, inventory control, order picking, packing, dispatch, cross-dock.
d) **Value-Added Services (VAS):** Kitting, labeling, barcoding, repacking, palletization, returns processing (RTO/RTV).
e) **Technology & Visibility:** API/EDI integration, status events (Pickup, In-Transit, OFD, Delivered, Exception), ePOD, dashboards.
f) **Insurance Assistance & Claims Support** as per Clauses 12 and Annexure D.

3.2 **Exclusions.** Unless specifically agreed in writing: (i) dangerous goods carriage; (ii) temperature-controlled transport; (iii) bonded warehousing; (iv) project cargo/heavy lift; (v) live animals; (vi) cash-on-delivery handling. Any such services require prior written approval and may entail special rates, SOPs and insurances.

3.3 **Volume Forecasting.** The Client shall provide a rolling **90-day forecast** (monthly buckets) and an **updated weekly 4-week forecast** (by Lane, piece count, weight/volume). Variance > **±20%** may trigger capacity re-planning and rate review per Clause 10.

3.4 **SLAs & SOPs.** The Parties shall operate per **Annexure B (SLAs)** and **Annexure F (SOPs/Packaging)**; deviations require a Change Order.

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4. ORDERING, PICKUP, HANDOVER

4.1 **Booking.** Client shall submit pickup requests via the agreed system/API at least **[X] hours** before pickup cut-off, including shipment details (SKU, HS code if export, weights/dims, hazard class if any, Incoterms).

4.2 **Tender & Handover.** Goods shall be tendered at the agreed dock with accurate documentation. The Logistics Provider may refuse non-compliant or improperly packed goods (Clause 7).

4.3 **Cut-offs & Missed Pickups.** Cut-offs per **Annexure G**. Missed pickups caused by the Logistics Provider shall count as SLA misses; caused by the Client shall not.

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5. DELIVERY, POD & EXCEPTIONS

5.1 **Delivery Windows.** Delivery within the **agreed time window** per Lane. Where time-definite services apply, windows and buffers are in **Annexure G**.

5.2 **POD.** ePOD (receiver signature, timestamp, geotag, images) to be available within **24 hours** post-delivery; paper POD within **5 Business Days** upon request.

5.3 **Exceptions.** The Logistics Provider shall record exceptions (address closed, consignee unavailable, damage observed, partial delivery) and notify the Client within **2 hours** of occurrence for urban deliveries and **same day** for upcountry deliveries, with corrective actions and revised ETA.

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6. WAREHOUSING & INVENTORY CONTROL

6.1 **Facility Standards.** Warehouses shall meet safety, fire, pest control and security standards per **Annexure F** and Applicable Law.

6.2 **Inventory Accuracy.** Target ≥ **99.5%** by unit count and ≥ **98.5%** by value measured monthly. Discrepancy investigation reports within **5 Business Days**.

6.3 **Cycle Counts & Stock Takes.**
a) **Cycle Counts:** ABC frequency—A: monthly; B: quarterly; C: semi-annual.
b) **Annual Stock Take:** Joint physical verification; variances reconciled with cause analysis and corrective actions.

6.4 **Loss Prevention.** CCTV coverage, controlled access, seal management, exception logging, tamper-evident packaging. Incidents to be reported within **24 hours** with remedial plan.

6.5 **Handling & Storage Conditions.** Goods stored per SOP (temperature/humidity if applicable). Non-conforming goods quarantined pending Client instruction.

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7. PACKAGING, LABELING & COMPLIANCE OF GOODS

7.1 **Client Responsibility.** Client shall ensure goods are **properly packed**, labeled, and compliant with carriage, handling and legal requirements.

7.2 **Non-Conformance.** The Logistics Provider may (i) refuse handover; or (ii) rectify packaging at **cost-plus [X]%**, subject to Client approval (email suffices in urgent cases).

7.3 **Legal Compliance.** Client warrants no shipment contains contraband, counterfeit, prohibited items, or sanction-violating goods. Client shall provide accurate HS codes, values and origin declarations.

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8. DANGEROUS GOODS / TEMPERATURE CONTROL (IF APPLICABLE)

8.1 **Prior Approval Required.** Carriage of DG or temperature-controlled goods requires prior written approval, special SOPs and rates.

8.2 **Client Undertakings.** Client shall provide MSDS, DG declarations, proper labels/UN numbers, calibrated data loggers for temperature lanes (if applicable).

8.3 **Liability.** Breach of DG/temperature SOPs by Client shall exclude Logistics Provider's liability for resulting Loss.

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9. TECHNOLOGY, INTEGRATION & DATA

9.1 **Interfaces.** Parties shall integrate via **API/EDI** per **Annexure E** for orders, status, POD, billing events and returns.

9.2 **Data Quality.** Client will ensure completeness/accuracy of master data (SKU, pack sizes, weights/dims, consignee addresses, GSTIN). Bad data-caused failures shall not count as SLA misses.

9.3 **Security.** Logistics Provider shall implement industry-standard information security controls (access control, encryption in transit/at rest, backups, patching) and notify security incidents involving Client data within **72 hours** with remediation plan.

9.4 **Personal Data.** Each Party shall process Personal Data strictly for performance of this Agreement in accordance with Applicable Law; additional terms in **Annexure I (Data Protection Addendum)**.

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10. PRICING, SURCHARGES & ADJUSTMENTS

10.1 **Rate Card.** Base rates, minimum charges, and Lane-wise transit SLAs are set out in **Annexure A** and **Annexure G**.

10.2 Fuel Surcharge (FSC). FSC shall be **indexed monthly** to the published diesel index **[index reference]**, adjustable per formula in **Annexure A**.

10.3 Peak & Extraordinary Surcharges. Peak (festive or season), emergency, regulatory or force majeure-driven surcharges may apply with **7 days' notice** (or shorter where mandated by law).

10.4 Re-rates. Where booked weight/dims differ from actuals, the higher of **actual** or **volumetric** weight applies; re-rates and re-weigh evidence to be shared via portal/API.

10.5 Change in Law. Material cost impact of new/changed taxes, tolls, road permits or compliance obligations shall be discussed in good faith and documented via Change Order.

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11. INVOICING, TAXES & PAYMENT

11.1 Billing Cycle. Invoices to be raised **weekly** (transport) and **monthly** (warehousing) with shipment-wise backup, ePOD links and rate references.

11.2 Payment Terms. Net 30 days from invoice date. Disputed amounts to be notified within **10 Business Days**; undisputed portions payable on time.

11.3 Set-off & Credits. Client may set-off approved **SLA credits/penalties** per **Annexure C** against payable invoices following monthly reconciliation.

11.4 Taxes. All rates are **exclusive of GST** and other applicable taxes; GST to be charged as per law. Each Party is responsible for its own taxes on income.

11.5 Late Payment. Interest at **18% p.a.** (or maximum permitted by law) on overdue amounts after **7-day** cure notice.

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12. INSURANCE

12.1 Client Cargo Insurance. Client shall procure **cargo insurance** (all-risk or named perils) unless the Parties agree in writing for the Logistics Provider to place insurance on Client's behalf (cost pass-through + admin fee in **Annexure D**).

12.2 Provider Liability Insurance. Logistics Provider shall maintain **carrier liability/warehouseman's legal liability** insurance with limits not less than **INR [X] Crores** and provide certificates upon request.

12.3 Claims Procedure. Loss/damage incidents to be notified by Client within **7 calendar days** of delivery (or discovery for concealed damage) with required documentation; Logistics Provider to acknowledge within **2 Business Days** and resolve per **Annexure D** timelines.

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13. LIMITATION OF LIABILITY

13.1 Cap. Subject to Clause 13.3, Logistics Provider's aggregate liability in any **Contract Year** shall not exceed the **total fees paid by Client in that Contract Year** or **INR [X] Crores**, whichever is lower.

13.2 **Exclusion of Consequentials.** Neither Party shall be liable for **indirect, incidental, punitive or consequential** damages (including loss of profits, loss of business, loss of goodwill).

13.3 **Carriage Limits.** For Loss to cargo during carriage/handling, liability is limited to the lesser of: (i) **actual invoice value** of lost/damaged goods; or (ii) **INR [X] per kg/[Y] SDR per kg** (as applicable), unless additional declared value coverage is procured.

13.4 **No Liability Where…** Logistics Provider shall not be liable where Loss arises due to: improper packing by Client, inherent vice, act/omission of Client or consignee, force majeure, seizure by authorities, or concealed damage with intact seals/signs.

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14. INDEMNITY

14.1 **By Logistics Provider.** The Logistics Provider shall indemnify and hold harmless the Client and its Affiliates from third-party Claims **to the extent** arising from: (a) death/bodily injury or property damage caused by the negligence or willful misconduct of the Logistics Provider; (b) violation of Applicable Law by the Logistics Provider; (c) breach of confidentiality/security obligations.

14.2 **By Client.** The Client shall indemnify and hold harmless the Logistics Provider from Claims arising from: (a) breach of law regarding the goods, export controls or sanctions; (b) inaccurate or incomplete documentation or data; (c) packaging or labeling defects provided by Client.

14.3 **Procedure.** Indemnified Party shall promptly notify; Indemnifying Party controls the defense; cooperation to be provided; no settlement causing admission/fines without consent.

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15. COMPLIANCE & ETHICS

15.1 **Legal Compliance.** Each Party shall comply with all Applicable Laws, including **transport, customs, GST, labor, safety**, and **environmental** regulations.

15.2 **Anti-Bribery & Sanctions.** Each Party shall comply with anti-bribery/anti-corruption laws and international sanctions; no facilitation payments.

15.3 **Trade Controls.** Client warrants that goods are not destined to restricted parties/end-uses; will provide export control classifications on request.

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16. SUBCONTRACTING & PERSONNEL

16.1 **Subcontracting.** Logistics Provider may subcontract to **approved carriers/agents** listed in **Annexure K** (as updated), remaining **primarily liable** for performance.

16.2 **Personnel Standards.** Personnel shall be qualified, trained, and compliant with site safety; background checks where required; PPE to be provided; intoxication zero-tolerance.

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17. CONFIDENTIALITY

17.1 **Obligation.** Each Party shall keep Confidential Information secret, use it solely to perform this Agreement, and restrict disclosure to need-to-know recipients bound by equivalent obligations.

17.2 **Exclusions.** Information that is public, already known without breach, or independently developed is excluded; legally compelled disclosure permitted with prior notice.

17.3 **Survival.** Confidentiality survives **5 years** post-termination (trade secrets indefinitely).

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18. INTELLECTUAL PROPERTY & BRANDING

18.1 **Ownership.** Each Party retains IP in its systems, software, logos and materials. No license granted except as necessary to perform.

18.2 **Marketing.** Use of the other Party's name/logo requires prior written consent; no public announcements without approval.

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19. GOVERNANCE, REPORTING & AUDIT

19.1 **Governance Cadence.**
a) **Weekly Ops Review:** exceptions, backlogs, hub performance.
b) **Monthly Service Review:** KPIs, root causes, CAPA, billing disputes.
c) **Quarterly Business Review (QBR):** strategy, cost savings, innovations, roadmap (format in **Annexure L**).

19.2 **Reports.** Daily status, weekly exception summary, monthly KPI scorecard and penalty/credit calculation per **Annexure B/C**.

19.3 **Audit Rights.** With **10 Business Days** notice, Client may audit processes/records during business hours, not more than **twice per year**, subject to reasonable confidentiality and security.

19.4 **Record Retention.** Shipment and billing records retained for **7 years** (or longer if required by law).

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20. DISPUTE RESOLUTION & GOVERNING LAW

20.1 **Good Faith Discussion.** Disputes shall first be escalated per **Annexure H (Escalation Matrix)** for **30 days**.

20.2 **Arbitration.** Failing settlement, disputes shall be finally resolved by **arbitration** under the **Arbitration and Conciliation Act, 1996** by **a sole arbitrator** mutually appointed (or appointed per law failing agreement). **Seat/venue: Bengaluru, India**. **Language:** English.

20.3 **Interim Relief.** Nothing prevents a Party from seeking interim injunctive relief from competent courts.

20.4 **Governing Law.** Laws of **India** govern this Agreement.

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21. FORCE MAJEURE

21.1 **Definition.** Events beyond reasonable control including natural disasters, strikes (excluding workforce strikes of the affected Party), riots, war, epidemic, cyber-attacks, acts of government.

21.2 **Notice & Mitigation.** Affected Party shall notify within **5 days**, use reasonable efforts to mitigate, and keep the other Party informed.

21.3 **Long Duration.** If a Force Majeure Event continues for **>60 days**, either Party may terminate without liability (save accrued amounts).

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22. TERM, TERMINATION & EXIT

22.1 **Term. 36 months** from Effective Date, auto-renewing for **12-month** periods unless either Party gives **90-day** non-renewal notice.

22.2 **Termination for Convenience.** Either Party may terminate on **90 days'** written notice (post first 12 months).

22.3 **Termination for Cause.** Immediate termination for uncured material breach after **30-day** cure period, insolvency, or repeated SLA failure per **Annexure C** thresholds.

22.4 **Exit & Transition.** On termination/expiry, Logistics Provider shall: (a) continue Services for **up to 60 days** if requested; (b) hand over data, inventory, and open claims; (c) cooperate in transition to a new provider. Reasonable transition fees per **Annexure A**.

22.5 **Survival.** Clauses **11, 12, 13, 14, 15, 17, 18, 19, 20, 23, 24** survive termination.

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23. NOTICES

23.1 **Method.** Notices must be in writing and delivered by hand, courier, or email to the addresses below (or as updated in writing):

- **Client:** [Name/Title, Address, Email]
- **Logistics Provider:** [Name/Title, Address, Email]

23.2 **Deemed Receipt.** Hand/courier: upon delivery; email: next Business Day if sent before 6:00 pm recipient time.

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24. MISCELLANEOUS

24.1 **Entire Agreement.** This Agreement (including Annexures) is the entire agreement and supersedes prior discussions.

24.2 **Amendments.** Only by a written instrument signed by both Parties (or Change Order per **Annexure J**).

24.3 **Assignment.** Neither Party may assign without consent, except to Affiliates or as part of a merger/sale of all or substantially all assets (with notice).

24.4 **Change of Control.** A Party shall notify the other within **30 days** of a change of control.

24.5 **Independent Contractors.** Parties are independent; no partnership, joint venture or agency is created.

24.6 **Severability.** If any provision is invalid, the rest remains effective; Parties shall substitute a valid provision closest to original intent.

24.7 **Waiver.** Failure to enforce is not a waiver; any waiver must be in writing.

24.8 **Counterparts & e-Signatures.** May be executed in counterparts; electronic signatures are valid.

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25. SIGNATURES

For **BlueSky Logistics Private Limited**
Name: _____ Title: _____ Date: _____

For **GreenMart Exports Private Limited**
Name: _____ Title: _____ Date: _____

ANNEXURES (DETAILED)

You can paste these after the Agreement body. They add pages quickly and give real operational depth.

Annexure A — Rate Card, Surcharges & Payment Matrices

A1. Transport Rates (Illustrative):

Lane	Mode	Min Charge	Per Kg (≤10kg)	Per Kg (>10kg)	Volumetric (LxWxH/5000)	Transit SLA
Chennai → Bengaluru	Road	₹150	₹12	₹10	As applicable	D+1
Bengaluru → Hyderabad	Road	₹150	₹12	₹10		D+1
Mumbai → Delhi	Road	₹250	₹14	₹12		D+2
Chennai → Frankfurt (Air)	Air	₹1,200	₹280	₹240	LxWxH/6000	D+4

A2. Warehousing Charges:

- Storage: **₹[X] per pallet/week** or **₹[Y] per CBM/week** (whichever higher)

- Inbound handling: **₹[X] per carton**; Outbound pick/pack: **₹[X] per order + ₹[Y] per line**

- VAS (label/barcode/kitting): **₹[X] per unit**

A3. Surcharges & Adjustments:

- Fuel Surcharge (FSC): **[Index name]** baseline **[Base value]**; FSC = **Base × (Index/ Base − 1)**

- Peak Season Surcharge: **₹[X] per kg** (notice 7 days)

- Remote/ODA: **₹[X] per shipment**; To-Pay/Collect handling: **₹[X] per shipment**

A4. Payment Matrices & Transition Fees:

- Transition/exit support: **₹[X]/hour** (PM/IT resources)

- Storage beyond free period at destination: **₹[X]/day** after **[Y]** free days

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Annexure B — Service Levels (SLAs) & KPIs

B1. Transport KPIs:

- On-Time Pickup (OTP) ≥ **96%** (within scheduled window)

- On-Time Delivery (OTD) ≥ **95%** (within delivery window)

- Damage Ratio ≤ **0.3%** of consignments

- First Attempt Success Rate (FASR) ≥ **92%**

- ePOD Availability ≤ **24 hours** post-delivery (≥ **99%** coverage)

B2. Warehousing KPIs:

- Inventory Accuracy (unit) ≥ **99.5%**; (value) ≥ **98.5%**

- Order Fulfillment Accuracy ≥ **99.2%**

- Dock to Stock ≤ **8 hours** average

- Cycle Count Completion: 100% per schedule; Variance closure ≤ **5 Business Days**

B3. Reporting & Cadence:

- Daily dispatch & exception report; Weekly SLA summary; Monthly KPI scorecard with penalty/credit computation.

Annexure C — Penalties, Credits & Earn-Back

C1. Penalty Schedule (Illustrative):

- OTD shortfall: **1% of monthly transport bill** for every **1%** below target, capped at **10%**

- OTP shortfall: **0.5% per 1%** below target, capped at **5%**

- ePOD latency breaches: **₹[X] per consignment** beyond 24 hours (cap **₹[Cap]/month**)

C2. Late Delivery Penalty (Per Consignment):

- **5% of shipment value per day of delay**, capped at **20%** of shipment value (excluding Client-caused or FM events)

C3.   Earn-Back   Mechanism:
If three consecutive months meet/exceed all KPIs, **50%** of cumulative penalties in the prior 3 months convert to **service credits** usable within the next quarter.

C4.   Repeated   Breach   &   Step-In:
3 consecutive months below **two or more** KPIs triggers a **Corrective Action Plan (CAPA)**; **6 months** persistent shortfall allows partial termination of affected Lanes or full termination for cause.

Annexure D — Insurance & Claims Protocol

D1. Coverage:

- Client cargo insurance recommended; Provider maintains legal liability policies per Clause 12.

D2. Notification & Documents:

- Notify within **7 days**; submit: invoice, packing list, photos, ePOD, survey (if required), claim form.

D3. Resolution Timelines:

- Acknowledge **2 Business Days**; Investigate **10 Business Days**; Settle/deny with reasons **30 Business Days** from complete file.

D4. Salvage & Mitigation:

- Parties to cooperate in salvage, subrogation; Client to mitigate further loss upon discovery.

Annexure E — Technical Integration (API/EDI) Specifications

E1. Events & Endpoints:

- **Create Order, Cancel Order, Status Push (Pickup, In-Transit, OFD, Delivered, Exception), ePOD URL, Invoice Events.**

E2. Security:

- OAuth2/API keys, TLS 1.2+, IP allowlisting, retry with idempotency keys.

E3. SLAs:

- Status push latency ≤ **15 min** average; API availability ≥ **99.5%** monthly.

E4. Data Model (Illustrative):

```
{
  "order_no": "GMX-2025-000123",
  "consignee": {"name": "...", "address": "...", "pin": "....", "gstin": "..."},
  "pieces": 12, "weight": 85.4, "dims": {"l": 40, "w": 30, "h": 25, "uom": "cm"},
  "cod": false, "service": "surface_express", "lane": "BLR→HYD"
}
```

Annexure F — SOPs, Packaging & Handling

- Pallet standards (ISPM-15 for exports), stacking limits, strap/wrap requirements.
- Label format (SSCC/GS1), barcodes, carton markings (SKU, batch/expiry if applicable).
- Returns (RTO/RTV) workflow, quarantine process for damages/defects.

Annexure G — Lanes, Transit Times & Cut-offs (Illustrative)

Lane	Mode	Pickup Cut-off	Dispatch Frequency	Transit SLA	Delivery Window
Chennai → Bengaluru	Road	14:00	Daily (Mon–Sat)	D+1	09:00–18:00
Bengaluru → Hyderabad	Road	14:00	Daily (Mon–Sat)	D+1	09:00–18:00
Mumbai → Delhi	Road	12:00	Daily (Mon–Sat)	D+2	09:00–18:00
Chennai → Frankfurt	Air	10:00 (D-1)	3× weekly	D+4	09:00–17:00

Annexure H — Escalation Matrix

- **Level 1 (Daily Ops):** Ops Lead ↔ Client Dispatch Lead (response ≤ 2h)
- **Level 2 (Weekly):** City Manager ↔ Regional SCM (response ≤ 8h)
- **Level 3 (Monthly):** National Ops Head ↔ Head of Logistics (response ≤ 1 BD)
- **Executive Escalation:** COO ↔ Director SCM (as needed)

Annexure I — Data Protection Addendum (DPA)

- Purpose limitation, confidentiality, security controls, subcontractor (processor) controls, breach notification (≤ **72 hours**), data subject requests handling, retention & deletion, cross-border transfer safeguards.

Annexure J — Change Control Procedure

- Change Request (CR) format, impact assessment (cost, SLA, timeline), approval workflow, versioning, effective date, rollback plan.

Annexure K — Approved Subcontractors List

- Fleet partners, air/sea carriers, customs brokers—names, scope, regions, audit date.

Annexure L — Governance & QBR Template

- KPI dashboard, root-cause deep dives, savings/CI pipeline, risk register, roadmap, action tracker with owners/dates.