

1. Warehousing Services

1.1. Unless otherwise agreed in writing, Supplier shall provide warehousing services that include the following: (a) receipt and inspection of goods upon arrival at the warehouse; (b) storage of goods in a manner that ensures their safety, security, and preservation; (c) inventory management, including regular stock counts and reporting; (d) picking, packing, and preparation of goods for dispatch; (e) loading and unloading of goods; (f) coordination of transportation for inbound and outbound shipments; (g) handling of returns and damaged goods in accordance with Buyer's policies ("Services").

2. Service Standards

2.1. Supplier must ensure that the Services are performed to meet the express requirements of the Agreement. In the event Supplier fails to meet any of the SLAs agreed upon in the Contract Details Sheet, Supplier shall incur the penalty for each instance of non-compliance.

2.2. Supplier hereby acknowledges and agrees that it shall have no right to impose any lien, security interest, or any other type of encumbrance on the goods, property, or assets of Buyer that are in its possession or custody as a result of the execution of this Agreement. Supplier shall not take any action that would create or permit to exist any lien, encumbrance, or claim against Buyer's goods, property, or assets. In the event that any lien or encumbrance is imposed contrary to this provision, Supplier shall promptly take all necessary actions to remove such lien or encumbrance at its own expense.

3. Inventory Management

3.1. Supplier shall implement and maintain an inventory management system that is compatible with Buyer's systems and provides real-time visibility of stock levels. Supplier shall maintain accurate and up-to-date records of all goods stored in the warehouse, including details of quantities, locations, and any movements of goods. It shall conduct regular physical inventory counts and reconcile with its records, and shall immediately notify Buyer of any discrepancies.

4. Reporting and Communication

4.1. Supplier shall provide Buyer with regular reports on the status of the Services, including inventory levels, stock movements, and any issues or incidents that have occurred. Supplier shall maintain open and effective communication with Buyer, promptly informing Buyer of any matters that may affect the performance of the Services.

5. Health, Safety and Security

5.1. Supplier is solely responsible for the health, safety, and security of its personnel, the personnel of the Buyer group, any other personnel and the general public with respect to the performance of the Services. Supplier shall comply with all reasonable requests from Buyer concerning health, safety, and security relating to the performance of the Services. It shall implement and maintain appropriate security measures to protect the goods in its care under this Agreement from theft, damage, and unauthorized access.

6. Insurance

6.1. Supplier must ensure it has, during the Agreement and until expiry of the corresponding limitation period for such claim-types, insurance of the types and amounts consistent with good business practice for the type of Services offered herein, including the following: (a) commercial general liability; (b) commercial property; (c) warehousemen legal liability; (d) business interruption; (e) equipment breakdown; (f) cyber liability; (g) transportation insurance; (h) commercial auto insurance; (i) employer liability; (j) workers' compensation; (k) employee dishonesty; (l) stock and inventory; (m) flood and earthquake insurance; (n) and any other legally mandated insurances.

6.2. Unless Buyer agrees in writing otherwise, insurance policies must name Buyer and its affiliates as additional insured parties. The policies must include waiver of subrogation rights against Buyer and Buyer's affiliates as well as their contractors, agents, officers, directors, and employees.

7. Indemnity - Liability

7.1. Supplier must indemnify and defend Buyer and Buyer's Affiliates (including their respective directors, officers and employees) in respect of all losses, costs, claims and liabilities which relate to or arise from: (a) Supplier's breach of the Agreement; (b) personal injury or death of any person caused by Supplier; or (c) any and all third party claims, demands or litigation arising in respect of the Services. Buyer will have the right to conduct or participate in any related litigation and Supplier will not enter into any settlement that would impose obligations or restrictions on Buyer without Buyer's prior written consent.

7.2. Buyer's liability for any claims arising under this Agreement shall be limited to the total Charges paid by Buyer during the six months preceding the event giving rise to the liability. In no event shall any party be liable to the other for any indirect, incidental, consequential, or punitive damages, including loss of profits or business interruption, arising out of or related to this Agreement.

