



## Terms and Conditions - Version 14.0 – MAY 2023

**STARTUP LOGISTICS LIMITED**, registered in England and Wales, 12555709, whose registered office is at Unit 8, Child's Court Farm, Ashampstead Common, Berkshire, RG8 8QT (STARTUP LOGISTICS) operates with the following Terms and Conditions in relation to services provided for storage, contract packing and distribution and ad-hoc services that may be provided from time to time.

STARTUP LOGISTICS will provide services to its customers (**The Client**) using any of its own or associated network depots or its own or subcontracted transport partners. These Terms and Conditions will be issued to The Client prior to commencing operations and will be deemed as incorporated within 9 days of their submission by post or within 7 days of their submission by email, and any subsequent additions or amendments will be made only by agreement by STARTUP LOGISTICS and The Client in writing.

### **STARTUP LOGISTICS LIMITED Obligations, Liability in Respect of Loss, Attachment/Termination of Liability and Insurance provision in respect of loss– Storage and Picking and Packing**

1. STARTUP LOGISTICS does not insure the Stock and The Client shall self-insure or make arrangements to cover the Stock for all insurable risks to their full insurable value with any right for the insurer to bring a subrogated claim against the Company being excluded.

For the avoidance of doubt physical loss/damage does not include loss of market, delay, loss of profit, consequential loss or any other indirect losses. No liability will be accepted for any losses when acting under the The Client's instruction or any failure by The Client to notify STARTUP LOGISTICS LIMITED of any goods attracting any special hazard or instruction to ensure the safety and safe keeping of the product. Our attachment of liability for the stock starts for inward goods from the moment the goods are unloaded from the conveying method of transportation at our premises and terminates when loaded onto the conveying method of transportation for outward journey. 2. STARTUP LOGISTICS will guarantee a SKU picking accuracy of 98% against available stock from Monday to Friday.

3. If STARTUP LOGISTICS cannot demonstrate that the stock is at the correct level following picking, then STARTUP LOGISTICS will reimburse The Client for any errors above 1% of aggregate monthly volumes at a rate of £1.50 per kg or stock cost, whichever is the lower, based on the average weight of The Client's stock and on the condition that there has been a material loss suffered by The Client relating to the stock errors in question (i.e. the stock

is not fit for re-sale, has been lost or has to be disposed of). 4. Claims for shortages at depot level or by transport companies will not be accepted if the stock audit trail shows that the stock on site is at the correct levels.

5. Claims for damages will not be accepted if the stock has left the premises in good order and the collection driver has not specifically stated that there is a problem with the stock at the time of the collection. 6. All claims are to be made in writing to STARTUP LOGISTICS within 14 days of the date of loss. **7. No deductions are to be made against payments to STARTUP LOGISTICS for claims that have not been agreed by STARTUP LOGISTICS in writing and therefore no payments may be held back resulting from claims.**

8. Any claims for contract packing errors will be restricted to the STARTUP LOGISTICS invoice value of the contract packing job relating to the day(s) in question that the packing services have been provided. 9. All claims should be notified to STARTUP LOGISTICS in writing and these will be administered in accordance with STARTUP LOGISTICS' claims procedure.

10. Any bespoke packaging required by The Client will be purchased by The Client and held at STARTUP LOGISTICS' depot with a monthly storage charged to The Client.

#### **STARTUP LOGISTICS LIMITED Obligations, Liability in Respect of Loss, Insurance provision in respect of loss – Distribution**

1. Goods which require a pallet delivery for which STARTUP LOGISTICS is organising and paying for the transport of *will not be insured by STARTUP LOGISTICS and arrangements will need to be made by the client to protect the Stock in transit.*

2. Goods which are shipped using one of the national courier networks like Yodel, DPD, Royal Mail, APC, TNT etc will not be insured and STARTUP LOGISTICS will not accept any liability for any loss or damage.

**3. In the event of a claim being made against transport services arranged for and paid for by STARTUP LOGISTICS, any claim should be made in writing to STARTUP LOGISTICS within 14 days of delivery date. No deductions should be made against payments to STARTUP LOGISTICS for claims that have not been agreed by STARTUP LOGISTICS in writing and therefore no payments should be held back to STARTUP LOGISTICS as a result from these claims.**

#### **General Liability**

1. No consequential losses or any other type of liability outside of these Terms & Conditions will be accepted by STARTUP LOGISTICS, e.g. Retailer recall costs.

2. These Terms & Conditions supersede all prior agreements and understandings relating to its subject matter and shall be governed according to English law and under the jurisdiction of English courts. 3. Should these Terms & Conditions be translated into any other language the English version shall prevail for all interpretation purposes.

4. STARTUP LOGISTICS will only be liable for any physical loss &/or damage to the stock held on the stock system under to a limit of £500 per tonne and

5. Out of date products will be disposed of immediately and charged for at standard list rates. 6. Stock may be held in quarantine for up to 7 days before charges apply.

### **Returns**

When a return is sent back to STARTUP LOGISTICS either because the customer wasn't in, the item was damaged in transit or for some other reason. STARTUP LOGISTICS will inform The Client and it is The Client's responsibility to inform the customer and organise a replacement. The cost of the replacement product and shipping charges will be covered by The Client.

### **Contract Term**

A six month contract with three months written notice is required. Notice may be given by either party to these Terms & Conditions. Any contract with STARTUP LOGISTICS is secured against a client's listings with its customer(s). Breach of notice period without agreement by STARTUP LOGISTICS may result in STARTUP LOGISTICS charging The Client 30% of the average weekly contract value (based on the previous three months trading with The Client) for the remainder of the contract term that is not honoured.

### **Records & Archiving**

STARTUP LOGISTICS' will adhere to all GDPR regulations and shred all paperwork in line with the following archiving time frames (from date of creation).

1. Accounts – Seven Years.
2. Quality Assurance documentation, Stock Control records, POD's – seven Years.

### **Payment Terms**

1. Invoices will be raised monthly by STARTUP LOGISTICS and sent by email to The Client. 2. The invoices will detail the exact nature of the charges and extra detail may be provided on separate sheets where necessary. 3. STARTUP LOGISTICS invoicing week finishes on a Friday and invoices will be dated the Friday of each week. 4. In the absence of a separate agreement on payment terms, our standard payment terms will be net monthly in sterling only (end of month following the month that work is undertaken and invoiced). This will be taken by Direct Debit.

### **General Terms**

No debt due to STARTUP LOGISTICS' International by The Client may be assigned to any other party without express written agreement by STARTUP LOGISTICS'.

STARTUP LOGISTICS will notify The Client of any modifications to these Terms and Conditions in writing by fax, email or post.

## Charges

Charges are as agreed or quoted to The Client. Additional charges for work outside of the Operational Brief(s) agreed will be in accordance with STARTUP LOGISTICS' standard price list or revised quote(s) as appropriate. All charges are subject to review and change. Any changes will be notified to The Client in writing. All charges quoted are exclusive of VAT unless otherwise stated. A summary of STARTUP LOGISTICS' charges are below (excluding VAT).

MONTHLY MANAGEMENT AND STORAGE			
Management Fee - Upto 10 sku's	£	189	Dedicated Account Support - manage flow of orders / integration
Management Fee - Over 10 sku's	£	289	Dedicated Account Support - manage flow of orders / integration
Storage - Pallets	£	4.95	(full or part) Per Week
Storage - Shelf Locations	£	1.75	(full or part) Per Week
Storage - Bin Locations	£	0.90	(full or part) Per Week

GOODS INBOUND			
Goods In			
Per inbound - shipment / includes parcels	£	20	First 2 pallets included, £2.50 for each additional pallet

ORDER PROCESSING - ONLINE DTC			
Order charge @ £1	£	1	(£0.25 additional applicable if you need batch code traceability)
Picking charge per SKU	£	0.35	Per sku not UNIT.
Courier			As per tab UK couriers
Courier surcharges			As per tab UK couriers

ORDER PROCESSING - BUSINESS TO BUSINESS / LARGER TRADE ORDERS			
Order charge @ £1	£	1	(£0.25 additional applicable if you need batch code traceability)
Labour	£	23	Per hour for building trade orders and pallets

PALLET DELIVERIES			
Economy (2-3 days) Full Pallet	£	59	(additional £25 per pallet for timed)
Next Day Full pallet	£	69	(additional £25 per pallet for timed)

PACKAGING			
Using customers branded boxes	£	-	Free
Small box	£	0.65	
Medium	£	0.89	
Large	£	1.39	
Extra large	£	2.10	
Single Bottle Pack	£	1.69	

WAREHOUSE VALUE ADDED / CHARGES			
Labour charge (per hour)	£	23	Building kits
Amazon Kit builds	£	25	Includes printing labels
Weekend surcharge applicable (per hour)	£	40	Saturday / Sunday
Provision of Pallets	£	5	For large orders
Leaflets	£	0.10	
Gift notes	£	1	
Shrink wrapping	£	2	
Customer services (per hour)	£	40	
Sourcing of product		10%	Eg: sourcing of boxes/materials cost +
Duties / Taxes sent to non UK		10%	Costs plus
Unloading containers		£390	20 ft
Unloading containers		£590	40 ft
Parcel arriving not booked in	£	20	
Pallet arriving not booked in	£	50	
Additional Pallets not booked in per pallet	£	50	

***These Terms and Conditions have been read, understood and***

***agreed by both parties.*** Authorised signatory of STARTUP LOGISTICS

LIMITED

Sign:

Print:

Date:

Authorised signatory of Client:

Sign: COMPANY NAME

Print:

Date: