Logistic-Service-XY Company

– DMA Logistics GmbH

Company XY COMPANY here in after referred to as "Customer", and the company DMA Logistics GmbH hereinafter referred to as the "Contractor", represented by general director Johann Sawazki, on the other hand have concluded the present contract as follows:

1. **Reception (commissioning) of the goods.** 
   1. Reception of the goods by the direct order at the FOT-warehouse of the supplier.

Contents of the order

* warehouse address
* contact person and telephone/fax number
* order number (orders, invoices, reference codes)
* positions and quantities of the load
* total volumes
* load status: customs-cleared, non-cleared
* insurance not covered! Vehicles and cars have to be insured by the owner!

* + 1. arrangement of the transportation
    2. after the terms of the delivery are set up and there are no external influences and additional directions from Customer, Contractor takes all the responsibility to deliver the products in time and in full quantities. Otherwise, the delivery of the rest of the load must be performed at the costs of CONTRACTOR.
    3. Accounting and informing of the Customer about the quantities of the received products and possible mismatches in the delivery documents of the supplier. Checking of the visual state of the package (jammed, wet, shocked or any other damages).
  1. Reception of the deliveries by the order of Customer in case of their delivery by the transport of the supplier only when the delivery is accompanied by the customs documents and invoices.

1. **Storage of the goods**
   1. The possibility to store for a long time (more than 1 month) and process the goods with EX1, T1 status. The applicable norms of storage conditions (such as temperature, humidity) are to be provided.

Keeping record of the current state of the warehouse with a possibility to present a report on demand.

* 1. CONTRACTOR by order of Customer carries out, division, grouping of cargoes in according with

invoice, makes full and partial shipment of the goods

* 1. Storage of Pallets and Cartons will be debit as per contract or offer.
  2. Storage of a Car/Vehicle normal EU-Size, no Vans or Trucks , 160,00 € per Month, each

starting month till 7 days 120,00 € within the seventh days a full month will be debit.

1. **Shipments**
   1. Preparation of all the necessary documents with coordination of Customer Obligatory check of the final accompanying documents and informing about the quantities and positions of the loaded goods (by email or by fax) before the shipment leaves.
   2. Optimal loading of the truck with a possibility to load without palettes and to compound the load out of various deliveries.
   3. Checking of the conformity of the loaded goods to the accompanying documents with coordination of Customer without damaging of the packages and according to the current warehouse charge rates.

Control of the absence (withdrawal, when necessary) of the accompanying documents from the supplier with the incorrect or redundant information (such as invoices, packing lists) with coordination of Customer

* 1. When necessary, shipping of only customs cleared shipments by express, avia transport or arrangement of the transport to deliver the shipment to the certain point of collection (a preparatory coordination with Customer concerning the prices, terms and other conditions must take place).

Notification of Customer in case of apparent in case of apparent inadequacy of the ordered by Customer transport to the normal conditions of delivery and transportation (apparently substandard carrier, ragged enclosure, absence or inconformity of the transport documents) as an additional control measure before the shipment leaves.

1. **Additional conditions**
   1. CONTRACTOR bears all the responsibility for the integrity and conformity of the quantities and complicity of the delivery to the transport documents of the supplier from the moment of reception till the moment of shipment to the indicated by the Customer address.
   2. Customer undertakes to pay all the scheduled costs before the estimated dates.

The Partners obey to keep commercial privacy, not to release if not agreed any commercial information concerning the prices, terms, amounts, quantities and specifications of the treated goods.

* 1. Any changes in the pre-arranged procedures of costs and work-schedule must be negotiated beforehand in 1 calendar month.

4.5 If Customer does not export the received by CONTRACTOR warehouse delivery within 1 calendar month, CONTRACTOR issues a bill for the following month according to the established charge rate for the warehousing.

**5. Juridical addresses and bank details of each party.**

**5.1.** **CONTRACTOR:** DMA Logistics GmbH

Max-Planck-Straße 1

D-59423 Unna / Germany

**Bank :** Deutsche Bank AG

Filiale Unna,

Bahnhofstraße 43

D-59423 Unna

Konto Nr.: 7144355, BLZ 440 700 24

SWIFT -CODE: DEUTDEDB440

BIC: DE71440700240714435500

**9.2. Customer:** XY COMPANY

XY STREET xxx

Xxxxx XY CITY

**Bank : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

SWIFT-CODE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BIC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The Contractor The Customer**

**Stamp Stamp**