

Service Agreement - Nationwide Transportation & Distribution Service (NTDS)

Dated:.....

Between

1. Nationwide Transportation Distribution Service (NTDS) Registered in England with number Whose registered office is a corporation organised and existing under the laws of England.
2. Registered in England with number Whose registered office is a corporation organised and existing under the laws of England.

Background

NTDS wishes to appoint to provide, and has agreed to provide, certain services to NTDS in accordance with this Agreement.

It is agreed:

..... hereby appoints NTDS, and NTDS shall provide Warehousing services to in accordance with this Agreement.

By signing this Service Agreement agrees that it has contracted NTDS to provide the Warehousing services and it agrees to be bound by terms of this agreement.

Signed:

Appendix - Systems infrastructure, software and related support.

NTDS MintSoft warehouse management system (WMS) will be used in conjunction with IT systems.

NTDS will provide internet access to its WMS if required by

..... Will send, via electronic interface, product, pre-advice (or purchase order) and pick (or sales order) data files. NTDS will return, via electronic interface, receipt, shipment and adjustment data files.

NTDS will be responsible for its network infrastructure.

NTDS will maintain adequate disaster recovery precautions, including off-site duplicate servers.

NTDS will provide IT support in respect of its systems 24 hour a day. NTDS will provide first and second level support 24 hours a day and endeavour to fix any problems within 4 hours.

Very serious problems should therefore be resolved within 8 hours.

NTDS will endeavour to maintain a 99.9% system uptime KPI, excluding planned maintenance.

It is possible to define the turnaround changes/development requests in general as each one would need to be assessed first. As an example however, a minor change to a despatch note will usually take one day, including ending proof to And testing.

NTDS generally does not charge for report changes or new reposts and endeavours to make such changes within 5 working days. However complex changes and developments would be chargeable to , after prior written agreement, at a rate of £100 per day (excluding VAT).

Schedule 1 - General terms and conditions.

1. Definitions

1.1 Agreement means the signature page, this general terms and conditions and any other terms and appendices attached hereto.

Client Employee(s) means the employees of (or any Client Service Provider) whose principal purpose was to provide services which are fundamentally the same as the Warehousing Services to prior to the Services Commencement Date and who listed in this Agreement which, for the avoidance of doubt, will not inside agency employees.

Client Service Provider means any third party providing any of the Warehousing Services for prior to the commencement of this Agreement.

NTDS Contractor means any third party to which we subcontract any of the Warehousing Services under this Agreement.

Employee Liabilities means all claims, including but not limited to, claims for wages, redundancy payments, protective awards or failure to inform and consult awards, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, age, marital status, civil partnership, gender reassignment, pregnancy, maternity sexual orientation, race (including colour, nationality, ethnic or national origin), religion or belief (or lack thereof) or disability discrimination, claims for equal pay, claims for harassment, working time, unlawful detriment, a protected disclosure, minimum wage, compensation for less favourable treatment of part-time workers fixed term employees and agency employees or workers and any claims (whether in tort, contract or statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and legal and other costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission, Health and Safety Executive or other enforcement, regulatory or supervisory body and the reasonable costs of implementing any requirements which may arise from such investigation)

Employment Particulars means full and accurate details regarding identity and:

- A. Their ages, dates of commencement of employment, dates of continuous employment and gender;
- B. Details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- C. The identity of the employer of relevant contracting party;
- D. Their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, policies and redundancy payments.
- E. The ages, salaries, profit sharing, bonus schemes (whether contractual or not and whether discretionary or not)
- F. Details of other employment related benefits, including medical insurance, life assurance, permanent health insurance, travel insurance, pension or other retirement benefit schemes, share option or share save schemes, financial products and company car schemes or car allowances applicable to them;
- G. Any outstanding or potential contractual, statutory or other Employment Liabilities in respect of such individuals;
- H. Details of any individuals on long term sickness absence (of one month continuous absence or more or the equivalent in agreement) parental leave, shared parental leave, maternity, adoption or surrogacy leave or other authorised long term absence.

I. Copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees) offer letters, letters of provision or changes in terms (including but not limited to salary rise);

J. Any other employee liability information which is not covered by the information set above as such terms is defined in Regulation 11 of the Employment Regulations;

Employment Regulations means as the content requires the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) Amended Regulations 2014 or the legislation enacted in any Member State of the European Community or in any State within the European Economic Area giving effect to the appropriate all of the foregoing as amended or replaced from time to time.

Force Majeure means any act of God, war, fire, flood, explosion, failure of public utilities or civil commotion, or any other circumstances beyond a party's reasonable control, not including the default of the either party's suppliers or subcontractors;

Losses means losses, damages, liabilities (including any liability to taxation), claims costs, fines, penalties and legal and other professional fees and expenses;

Redundancy Coasts means statutory and/or contractual redundancy payments, accrued but untaken holiday pay and pay in lieu of notice;

Service Line means either the Warehousing Services or the Additional Services as Applicable;

Service Schedule means Schedule 2 attached to this Agreement relating to the Warehousing Services to be provided by NTDS to

Services Commencement Date means the date on which NTDS (or any NTDS contractor) commences the provision of the Warehousing Services under this Agreement;

Term shall have the meaning set out in Clause 5. 1;

NTDS Employees means those individuals engaged or employed at any time by NTDS (or any NTDS Contractor) in the provision of the Warehousing Services and/or the Additional Services;

Interpretation

1.2 In this Agreement, unless otherwise specified:

A. Any references to a Schedule to this Agreement includes a reference to the Appendices to the Schedule (unless expressly stated to the contrary);

B. Headings are for ease of reference only and shall not be taken into account in construing this Agreement;

C. References to this Agreement or any other document shall be construed as references to this Agreement or that other document, as amended, varied, novated, supplemented or replaced from time to time; and

D. References to a party are references to a party to this Agreement including that party's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

2. Services

2.1 NTDS shall provide the Warehousing Services set out in Schedule 2 attached to this Agreement.

3. Service Schedule

3.1 So that there is no doubt, it is agreed that the Warehousing Services will be subject to the terms of Schedule 2 and that Schedule 2 shall apply upon NTDS accepting the applicable goods into store and until such time as they tendered for collection.

4. Exclusivity

4.1 NTDS shall be the sole and exclusive provider of the Services or any similar services for all of Finished goods warehouse operations based in the UK.

5. Terms

5.1 This Agreement shall commence on theDATE.... And, subject to the provisions of Clause 6, shall continue for a period of twenty four (24) from that date. Either party may, by giving a minimum of six (6) months notice in writing to the other party, terminate this Agreement at the end of that twenty four (24) month period. In the event of notice not being given to terminate at the end of that twenty four (24) month period, this Agreement shall continue thereafter until such time as either party terminates this Agreement by giving a minimum of six (6) months notice in writing to the other party (the "terms").

6. Termination

6.1 A reasonable attempt must be made to restore service.

6.2 Termination of the Warehousing Services to be 6 months in writing.

6.3 Upon termination of the Warehousing Services, the entire Agreement shall automatically terminate.

7. Charges

7.1 The charges for the Warehousing Services shall be as set out in Schedule 2.

7.2 NTDS shall be entitled to charge interest as set out in Schedule 2 on any amount of each invoice which is not paid on or before the due date for payment.

7.3 shall not be entitled, by reason of any-off, counter-claim, abatement or other similar deduction, to withhold payment of any amount to NTDS.

8. Liability

8.1 Any Liability arising from provision of the Warehousing Services and/or any default in connection with this Agreement shall be subject to the limitations and exclusions of liability applicable to the Warehousing Services as set out in Schedule 2.

9. Confidentiality

9.1 Each party shall treat as confidential all information obtained from the other party pursuant to this Agreement and shall not without the prior written consent of NTDS, use or copy such information.

a. By the receiving party's employees or subcontractors who need to know the same solely for the purposes of this Agreement and who have undertaken to observe the confidentiality obligations in relation to such information which are equivalent to those set out in this Clause;

b. The receiving party's auditors and professional advisers;

9.2 The Receiving party undertakes to ensure that the persons and bodies mentioned in Clauses 11.1 (a) and 11.1 (b) are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and agree to keep it confidential.

9.3 The parties shall not make any announcement about nor disclose the existence or any terms of this Agreement without the prior written consent of each other.

9.4 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this Agreement.

10. Data Protection

10.1 The parties agree to comply with their respective obligations under the Data Protection Act 1998.

11. Insurance

11.1 Without prejudice to NTDS rights under this Agreement, shall throughout the term take out and maintain adequate insurance for all stock involved in the provision of the Services including while such stock is in transit and while such stock is on NTDS premises.

11.2 shall throughout the term take out and maintain adequate insurance for all equipment provided by in relation to the provision of the Services.

12. Dispute Resolution

12.1 The parties will attempt in good faith to resolve any dispute arising out of or in relation to this Agreement promptly.

12.2 Any dispute between the parties arising out of or relating to this Agreement, shall be in the first instance referred by either party to the parties Contract Managers.

12.3 If any dispute cannot be resolved by the Contract Managers within a maximum of 7 days (Or longer is agreed with both parties) after it has been referred under Clause 12.2, that dispute shall be referred to the parties Directors for resolution.

12.4 If any dispute cannot be resolved by the Directors within a maximum of 21 days (Or longer is agreed with both parties) after it has been referred under Clause 12.3, then the dispute shall be determined by the English courts and the parties submit to the exclusive jurisdiction of those courts for that purpose.

12.5 Save as expressly permitted herein, the parties shall fulfil their respective obligations under this Agreement insofar as is possible regardless of any outstanding dispute regarding the functionality or performance of the Services (without prejudice to the rights and obligations of either party).

13. Force Majeure

13.1 Neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by Force Majeure. Subject to the party so delayed promptly notifying the other party in writing of the reasons for the delay, the likely duration of the delay, the steps being taken to remedy it and a time estimate for the period required to remedy it, the performance of that party's obligations shall be suspended during the period that those circumstances persist and that party shall be granted an extension of time for performance of its obligations equal to the period of delay.

14. Rights of Third Parties

14.1 Save as otherwise stated, this Agreement does not, by virtue of the Contracts (Right of Third Parties) Act 1999 or otherwise, confer any rights or benefits on any person or class of person existing now or in the future, who is not a party to this Agreement.

15. Invalidity

15.1 If at any time any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

16. Law

16.1 The parties shall be governed by the laws of England.

17. Amendments

17.1 No variation or amendment to this Agreement shall be effective unless the variation or amendment is agreed in writing and signed by the duly authorised representatives of each party.

18. Whole Agreement

18.1 This Agreement sets out the entire agreement between the parties, and supersedes any previous agreement between them in relation to the subject matter of this Agreement.

18.2 Save as otherwise stated, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

19. Notices

19.1 Any notice or other communication to be given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be delivered by hand, sent by prepaid first class post, or sent by facsimile to address or facsimile transmission number given in Clause 19.2 (or such other address or facsimile transmission number as may be notified to in writing to the other party from time to time).

19.2 The addresses and numbers of the parties for the purposes of Clause 19.1 are:

A. Address :
Attention :
Copy to :

(b) NTDS

20. Receipt

20.1 Any notice or other communication given or made under this Agreement shall be deemed to have received as follows:

- a. If deliveries by hand, at the time of actual delivery.
- b. If posted, on the second Business Day following the day on which it was despatched by first class post or;
- c. If sent by facsimile transmission, with a confirmed receipt of transmission from the receiving machine, on the day on which transmitted;
- d. Provided that a notice given in accordance with the above but received on a day which is not a Business Day, or after normal business hours in the place of receipt, shall be deemed to have been received on the next Business Day at the commencement of normal business hours in the place of receipt.

21. Survival

21.1 All Clauses above shall survive the termination of this Agreement. Save as expressly set out in this Agreement, termination of this Agreement shall be without prejudice to any other rights or remedies either party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of either party including those which are intended to come into force upon termination.

Schedule 2

Services Agreement - Warehousing and Other Related Services

The terms and conditions set out in the Schedule 2 (including the Appendices to this Schedule 2) shall apply to the provision of Warehousing Services as described in this Schedule 2. Schedule 1 (General terms and conditions) shall also apply to the Warehousing Services.

1. Definitions

1.1 For the purposes of Appendix 3(1) below, "Company" shall mean "NTDS" and "Customer" shall mean the "Client".

1.2 Additional Services means the services in addition to the Warehousing Services set out in Appendix 2(2).

Warehousing Services means the warehousing services and other related services to be provided by NTDS to As more fully described in Appendix 2(2) of this Schedule 2.

2. General

2.1 In the event of any conflict between this Schedule 2 and Schedule 1 (General terms and conditions), this Schedule 2 shall prevail.

2.2 In the event of any conflict between this Schedule 2 and the Signature Page, this Schedule 2 shall prevail.

2.3 In the event of conflict between this Schedule 2 (excluding Appendix 2(1) and Appendix 2(1) this Schedule 2 shall prevail.

2.4 In the event of conflict between Appendix 2(1) and Schedule 1 (General terms and conditions), Schedule 1 shall prevail.

3. UKWA Contract Conditions For Logistics 2014

3.1 The following amendment to the UKWA Contract Conditions For Logistics 2014 (the conditions) is agreed:

3.1.1 Clause 6.2 is amended so as to read "The Customer will pay demurrage at the Company's standard rate (or a reasonable rate set by the Company to deliver the Goods is delayed for more than 120 minutes beyond the time reasonably needed for loading or unloading; and demurrage and storage charges if delivery if refused"

4. Warehousing Services

4.1 NTDS shall provide the Warehousing Services set out in Appendix 2(2).

5. Charges

5.1 The charges for the Warehousing Services are out in Appendix 2(3).

6. Termination

6.1 Either party may terminate the Schedule immediately at any time by giving written notice to the other if;

- a. The other party is in material breach of this Schedule which, if capable of remedy, it has failed to remedy within 28 working days of written notice from the terminating party requiring it to do so and specifying its intention to terminate; and/or The other party resolves to go into voluntary liquidation (other than a members voluntary winding up the purposes of a reconstruction of its affairs), presents or has presented against itself a winding up petition, is dissolved, comes to a compromise or arrangement with its creditors, has a liquidator, administrator, receiver, manager or administrative receiver or other

encumbrance appointed to, or unable or admits its inability to pay its debts as they fall due or suffers any event analogous to any of the above in any jurisdiction.

6.2 Either party may, by giving a minimum of six (6) months notice in writing to the other party, terminate this Agreement at the end of that twenty four (24) month period. In the event of notice not being given to terminate at the end of that twenty four (24) month period, this Agreement shall continue thereafter until such time as either party terminates this Agreement by giving a minimum of six (6) months notice in writing to the other party (the “terms”).

7 Consequences of termination

7.1 Immediately on the termination of this Schedule in accordance with its terms from whatever reason:

a. [REDACTED] shall pay any money properly due under this Schedule in accordance with the terms of this Agreement up to and including the date of termination.

b. Each party shall destroy or deliver, at the other party’s election, all copies of any confidential information supplied by or on behalf of the other party pursuant to this Agreement which are in the former party’s possession or control at the date of termination.

7.2 Termination of this Schedule shall be without prejudice to any other rights or remedies to which a party may be entitled under this Agreement or at law as a result of or in relation to any breach or other event which gives rise to such termination, and shall not affect any other accrued rights or liabilities of either party as at the date of termination.

7.3 The value of management fees payable to NTDS during the required termination notice period under this Schedule shall not be less than 90% of the value of the management fees payable for the twelve (12) months immediately preceding the month in which termination notice is tendered.

7.4 Clauses 1 and 2 shall survive the termination of this Schedule.

8 Key Performance Indicators (KPI’s)

8.1 NTDS shall perform the Warehousing Services in accordance with the KPI’s set out in Appendix 2(4).

9 Reporting

9.1 The parties have agreed to provide the reports set out in Appendix 2(5) upon the timescales set out in therein.

10. Systems Infrastructure, Software and Related Support

10.1 The systems infrastructure, software and related support to be provided by the parties to enable NTDS to perform the Warehousing Services is set out in Appendix 2(6)

Appendix 2(2) - Warehousing Services

NTDS shall provide the following warehousing and other related services to [REDACTED]:

- a. Product intake;
- b. Put-away;
- c. Picking and despatch; and
- d. Any associated warehouse administration services, including internal audit and security services.

More particularly, the warehousing services will encompass the following:

Product Intake

- [REDACTED]. Will advise NTDS of expected volumes on a weekly basis, a minimum of one week prior to arrival. These timescales can be flexed, dependent on weekly volumes involved.

- Goods will be unloaded and separated by purchase order number or as otherwise advised by the client.
- A full count will be carried out against each purchase order at carton level. If the quantity fails to correspond with paperwork, a second count will be carried out and verified by the operations supervisor. Any count discrepancies will be recorded on the delivery paperwork/manifest before signing and the nominated client contact will be informed.
- A 100% unit count will be undertaken upon intake.
- All stock must have a barcode which can be read by our barcode scanners. Any stock that is not barcoded will need to be barcoded prior to being received into stock.
- All paperwork will be completed by NTDS administration department.

Put-away

- The product will be receipted onto NTDS warehouse system (Mintsoft) and assigned to an appropriate pick location.
- Stock will be stored in one location/carton racking on a mezzanine floor.

Picking and Despatch

- Picking requests are to be generated by And sent electronically to NTDS system Mintsoft. All B”B order requests must be sent a minimum of 24 hours prior to despatching.
- Picks should provide the following information: Customer name, address, SKU code, order number, description, quantity, size and colour.
- NTDS will determine the location of stock and each picker will be given specific orders to complete so as to ensure accountability.
- If stock required at short notice i.e arriving the same day, it will be identified by you as a ‘Special Pick’ and will take priority over the normal schedule and volume agreed, if requested and confirmed in writing or email by the nominated contact (or via the electronic systems in use).
- Out of stock items will be highlighted to Stock Control; these will be checked and if confirmed will be reported to you for decisions to be made as to any actions required.
- All paperwork will be completed by NTDS’s warehouse administration department.
- Once goods are picked, visually checked before they will be packed in the nominated packaging, labelled and prepped ready for despatch.
- Despatches will be out-loaded onto your nominated/agreed carriers on a daily basis.
- NTDS can also offer preferential rates via other couriers if required.
- “Proof of Delivery” documents will be made available at your request.
- All paperwork will be completed by NTDS’s warehouse administration department.

Stock Control

- NTDS will arrange to count stock via a process. All locations will be covered at least twice per annum or as per agreed.
- Any full stock counts required by you and/or any third party nominated by you will be facilitated by NTDS, subject to timing of any such full stock counts being agreed in writing between the parties at least 7 days in advance of any proposed count date. All costs incurred in relation to or in connection with such full stock counts being wholly borne by

Warehouse Administration

Warehouse administration will be responsible for the following;

- Generation/confirmation of all intake receipts.
- Generation/confirmation of all pick and despatches.
- Stock count reporting.

- System updates with agreement from you.
- KPI reporting.

The provision of the warehousing and other related services set out above in this Appendix 2(2) shall be subject to

- a. Providing all information in the required format specified by NTDS (e.g pre-advice, pick requests) to enable it to perform the services.
- b. Complying with such credit terms as NTDS may advise to From time to time.
- c. Complying with all other obligations set out in Appendix 2(1) relevant to the provision of warehousing and other related services by NTDS to

Appendix 2(3) - Charges

1. Charges

1.1 The charges for the Warehousing Services shall be calculated on the basis of:

- a. "Open Book" Costs being:
 - (i) Actual direct and indirect costs incurred by NTDS in providing the Warehouse Services, including any IT & HR overhead allocations, and shall be subject to the Annual Budget set out in Annex A and the Operational Parameters set out in Annex C to this Appendix 2(3) and
 - (ii) the costs incurred in respect of all materials used and/or consumed in the provision of the Warehousing Services;
- b. "Non-Open Book" Costs - being such annual rent for the warehouse space and central overhead allocations as agreed in writing by the parties and
- c. An agreed monthly management fee of 8% of all agreed direct, indirect, materials, annual rent, allocated IT & HR overhead costs and agreed central overhead costs incurred in relation to the Warehousing Services for the immediately preceding month.

2. Payment

2.1 NTDS shall invoice:

- Monthly in arrears in respect of all charges, including the monthly management fee, for the Warehousing Services.
- Monthly in arrears in respect of all charges for any Additional Services and/or in respect of any other amounts chargeable by and/or due to NTDS under this Agreement.
- Quarterly in arrears in respect of any amounts accruing to NTDS under Clause 3 of this Appendix 2(3).

2.2 [REDACTED]. Shall pay all invoices issued by NTDS within 30 days of the date of each invoice subject to NTDS having sole discretion and right to vary the number of days credit granted to [REDACTED]. At anytime.

3. Saving Scheme

3.1 NTDS shall use reasonable endeavours to improve its performance of Warehousing Services and to identify cost savings.

3.2 Where the actual total cost of sales for any quarter period is less than the budgeted or any later agreed forecasted "Total Cost of Sales" flexed to reflect actual throughput units volumes for the same quarter period set out in Annex A to this Appendix 2(3), or for the same quarter period of any annual budget or of any later agreed forecast for any subsequent year, as applicable, then [REDACTED]. Shall pay NTDS 50% of the difference between that quarter's actual total cost of sales and the budgeted or any later agreed forecasted "Total Cost of Sales" flexed to reflect actual throughput unit volumes for the same quarter period. Such amounts shall be paid by [REDACTED]. To NTDS within 30 days of any invoice for such amounts being issued by NTDS.

3.3 Where the actual total overheads for any quarter period is less than the budgeted or any later agreed forecasted "Total Overheads" for the same quarter period set out in Annex A to this Appendix 2(3), or for the same quarter period in annual budget or of any later agreed forecast for any subsequent year, as applicable, then [REDACTED]. Shall pay NTDS 50% of the difference between that quarter's actual total overheads and the budgeted or of any later agreed forecasted "Total Overheads". Such amounts shall be paid by [REDACTED]. To NTDS within 30 days of any invoice for such amounts being issued by NTDS.

Annex A - Annual Budget

1. The parties shall agree on an Annual Budget for the Warehousing Services each year prior to each anniversary of the Agreement. The Annual Budget for the period ending [REDACTED]. Is set out in Annex B and is based upon the working practice of each party in existence at the date of this Agreement as required to meet the operational parameters set out in Annex C.
2. Save in relation to the Annual Budget for the period ending [REDACTED]. Which is set out in Annex B, where the parties fail to agree an annual budget prior to the commencement of the relevant year to which such budget relates, the actual costs for the immediate preceding twelve months shall form the basis for that year's budgets. Save the such actual costs shall be adjusted to take into account:
 - a. The variable cost changes due to changes in forecast volumes estimated by NTDS.
 - b. Annual pay awards.
 - c. Any changes in working practices of either party occurring in the previous twelve months.
 - d. The impact of the introduction of new legislation and/or changes in existing legislation on any of the charges/costs for the Warehousing Services.
 - e. Changes to the Retail Price Index.
3. Where the parties agree Additional Services following commencement of this Agreement budgets for such services, together with revisions to existing Annual Budget, shall be agreed in writing by the parties prior to the commencement of such Additional Services.

Volumes to be handled outside these parameters may require additional labour, the incremental cost of which will be borne by [REDACTED]. Having been agreed in advance in writing with NTDS.

Goods received by No later than 24 hours after arrival (or an additional working day allowed if required to be subject to further qualitative or quantitative checks) subject to stock arriving at NTDS in compliant manner and within the parameters set out in this Appendix.

All deliveries to be booked into NTDS's depot to be notified a minimum of five working days in advance. Booked deliveries will be the basis on which resources and associated costs are planned. Bookings at shorter notice can be handled but may have an effect on other parameters or incur additional cost to

Annex C - Operational Parameters

Average stockholding of units/ maximum of SKU's at any time.

Maximum returns level of 40% of web units.

Maximum of Web orders per month.

Average unit per Carton -

Space -

The above mentioned activity level parameters form the premise upon which Charges have been formulated and within which the services are to be provided by In the initial 12 months of any proposal/agreement operating.

Intake/Putaway

intake/putaway volumes :

Max weekly volume:

QC Checking:

Appendix 2(4) - Key Performance Indicators (KPIs)

1. After the elapse of the first three months of the Agreement, provision of the Warehousing Services by NTDS shall be provided in accordance with the KPIs.
2. KPIs will be reviewed by both parties on each anniversary date of the Agreement No changes to the KPIs shall be made unless agreed in writing by both parties.