

# **Logistics Agreement**

Concluded between the company

**xxxxxx**

hereinafter referred to as „Client“ and

**DAILY SERVICE GMBH  
GEWERBESTRASSE 6  
A-4481 ASTEN**

hereinafter referred to as “Contractor” as follows:

## **I. Preamble**

The client is a producer of high-quality food products. For these products, fast, reliable and high-quality logistics services are required. The contractor is a logistics service provider specializing in temperature-controlled and sensitive logistics and has been storing, picking, and transporting temperature-controlled goods on a large scale for years.

## **II. Subject matter of the contract**

This contract governs the legal framework for the planning and execution of regular logistics by the contractor on behalf of the client to their customers (hereinafter referred to as ‚customer‘).

### **III. Establishment of a warehouse / Transportation to and from production**

The client establishes a warehouse at the contractor's premises and enters into a warehouse agreement with the contractor as per Annex 1, the provisions of which govern the delivery and storage of goods in the warehouse.

As part of the logistics services, goods can also be transported on behalf of the client to and from a production or inventory warehouse. Delivery points include the warehouse of the contractor or other agreed-upon recipients with the client.

### **IV. Withdrawal**

The contractor is authorized, upon receipt of withdrawal orders and other instructions from the client, to remove stored goods from the warehouse for delivery to its customers and to transfer ownership of the goods to the customer on behalf of the client.

Any distribution agreement concluded with the client remains unaffected. Within the scope of this logistics contract, the contractor assumes no responsibility for collection or invoicing on behalf of the client to the customer of the goods. This is handled through a separate distribution agreement.

At regular intervals, specifically once a week, the contractor is required to provide the client with a statement (withdrawal proof) detailing the goods withdrawn from the warehouse during the preceding period.

### **V. Responsibilities of the contractor**

The goods delivered free to the contractor's warehouse by the client remain in the custody of the contractor until further transport. The contractor stores these goods in accordance with a separate warehouse agreement. Upon receipt of orders from the client, the contractor is responsible for picking and transporting the goods from its warehouse to the client's customers according to the instructions.

It is noted that the contractor is not obligated to engage in active sales activities, advertising campaigns, or any other sales promotion initiatives.

The contractor does not operate in the market as a manufacturer, distributor or seller and thereby exempts itself from the legal obligations associated with such roles. Therefore, the client agrees to fully indemnify and hold harmless the contractor from any claims arising from the execution of a transaction (with the customer), except where the claims against the contractor result from a product defect caused by a failure to fulfil the contractual obligations owed by the contractor to the client.

Outgoing obligations are only relevant for the contractor insofar as they relate to internal control measures and the supportive duty to provide information during food investigations conducted by the food police.

The contractor is authorized to fully or partially subcontract the performance of the services to third parties. In such cases, the contractor must ensure that these subcontractors also meet all specified requirements.

## **VI. Responsibilities of the Client**

The client is obligated to provide all necessary data required for picking, storage and onward transportation.

The transmission of order data for a withdrawal request to the contractor is primarily to be done electronically.

Goods for withdrawal orders are always picked from the current open pallet. An exception to this rule occurs when a withdrawal order is equal to or greater than the quantity of a full pallet of the respective item, in which case the client explicitly agrees to access the full pallet.

All other orders are considered miscellaneous orders and should be directed to customer service. This includes specific requests for certain batches, minimum shelf life items, promotional items retrieval orders from the delivery point, and waste disposal orders or similar requests.

## **VII. Remuneration**

To compensate for the costs incurred under this contract, the contractor is entitled to remuneration according to the latest applicable price list.

Furthermore, the client is obligated to reimburse all expenses and disbursements made by the contractor for the benefit of the client to the extent that they are deemed necessary under the circumstances.

## **VIII. Exclusivity**

Exclusivity of services is explicitly not agreed upon.

## **IX. Duration of the contractual relationship**

This logistics contract begins on [start date] and continues indefinitely. It may be terminated by either party with a notice period of 6 months, sent by registered mail, to the end of a quarter.

If the warehouse agreement is terminated for any reason, this contract also terminates at the same time without the need for separate notice.

This does not affect the right of both parties to terminate the contract with immediate effect for good cause (e.g., insolvency or breach of material contractual obligations).

## **X. Choice of law, jurisdiction**

Unless this contract or mandatory legal provisions stipulate otherwise, the current version of the Austrian Freight Forwards' Standard Terms and Conditions (AÖSP) shall apply to this contract and to all contracts concluded within the scope of this contract.

For all disputes arising from this contractual relationship, the contracting parties agree to the application of Austrian law (excluding any conflict of law rules, in particular, the IPRG) and the jurisdiction of the competent court for Linz.

## **XI. Miscellaneous**

There are no verbal side agreements to this contract. Amendments or supplements to this contract require the written form. Exemptions through verbal agreements are not valid.

In case of inconsistencies between this logistics agreement, the general delivery terms, and the warehouse contract, it is agreed that the content of the logistics agreement shall prevail over the warehouse contract and the general delivery terms.

In the event of the invalidity of one or more provisions of this contract, the validity of the remaining contractual provisions shall remain unaffected. In this case, the contracting parties undertake to promptly agree on a provision that comes economically closest to the invalid provision. The contracting parties undertake to fully transfer rights and obligations from this contractual relationship to any potential individual or collective successors in interest.

Attachment:

- 1 Terms of delivery
- 1 Storage contract
- 1 distribution agreement

**This English translation is provided for informational and comprehension purposes only. In the event of any inconsistencies or discrepancies between the English translation and the original version in German, the original version in German shall prevail and shall be authoritative for the interpretation and enforcement of this Agreement.**