

**503 Broadway
Letchworth
Hertfordshire SG6 3PT**

Tel: 01462 417666

Email: planning@stratalogistics.com

Web: www.stratalogistics.com



Dear Sirs

Many thanks for your enquiry regarding subcontract haulage work for Strata Logistics Ltd. Detailed below are our terms of business. Please note that all bookings made are on a job rate basis and daily rates are specifically excluded unless providing traction services where rates will be based on a fixed daily amount plus mileage once over a specific distance. Such amounts to be confirmed in writing in advance of any booking.

Once you have read and are happy with the terms please sign electronically as per the Adobesign link. Please also supply copies of the following documents:

Operator Licence Certificate of
Incorporation Vat certificate
Letterhead with bank details or copy bank statement Public
and Employers Liability Certificate
Goods in Transit Insurance Certificate Vehicle
insurance certificate

As soon as we have received these we will issue further documentation to assist you with the day to day processes that will enable you to operate efficiently whilst working with us. In the meantime if you have any further questions please don't hesitate to call me on 07500 885622

Regards

Paul White

Director

Tel: 01462 417666

Email: planning@stratalogistics.com

Web: www.stratalogistics.com



CONTRACT FOR THE TRANSPORT OF GOODS – TERMS OF ENGAGEMENT

Between: Strata Logistics

Company Name: Strata Logistics Limited
Incorporated in England under company number: 09043761
Registered Address: 503 Broadway, Letchworth, Hertfordshire, SG6 3PT
Hereinafter “Strata Logistics”

And

The Supplier

Company Name:
Incorporated in England under company number:
Registered Address:
Hereinafter “The Supplier”

Strata Contact: Paul White

Position: Managing Director

Tel: 01462 417666

Email: paul@stratalogistics.com

WHEREAS

This Agreement stipulates the terms and conditions under which The Supplier and Strata Logistics will operate in respect of provision by The Supplier of haulage services (the “Services”) to Strata Logistics various operational sites (hereinafter “Sites” or a “Site”) as informed to The Supplier by Strata Logistics from time to time. A Supplier is deemed to be any company or individual providing haulage and/or traction services to Strata Logistics either directly or to any one of its clients. Restrictive covenants herein relate only to the client locations to which the supplier has physically carried out services under the instruction of Strata Logistics. Strata Logistics shall at all times have the right of assignment of this contract and all invoices to a third party, including but not limited to, any associated company whether by Director or Shareholder association. Strata Logistics (whether directly or via assignment) shall at all times retain the right of offset against sums due to The Supplier from Strata Logistics or any of its associated companies. The Supplier agrees to Strata Logistics or its associated companies having the right to contra any sums due to them from the Suppliers account. The acceptance and/or execution of any booking shall be deemed acceptance of the terms herein.



GENERAL OPERATIONAL TERMS

The Supplier agrees to the following general terms :

- All jobs are offered on a same day delivery, one way basis unless otherwise stated at time of booking.
- Strata will not be liable for cancellation charges on jobs cancelled with more than 8 hours notice. No cancellation payments will be due where an alternative job/s has been offered within the 8 hour period leading up to the original booking.
- The Supplier cannot claim waiting time or return to works payments if arriving late nor can they claim for time in advance of a booking time.
- Consequential losses are expressly excluded eg payment for cancellation of job 2 where delays existed on job 1. No job will attract both cancellation and waiting time – only one or the other to be advised by Strata at the time.
- Drivers must check the stock being collected prior to signing any dispatch note. Strata will deduct from the Supplier the value of any missing stock howsoever it occurs. Under no circumstances should drivers sign for loads before being loaded.
- All loads must be checked for security prior to leaving collection point – this includes condition of the pallets – customers often refuse to unload damaged pallets.
- On receipt of pods and/or traction runsheets Strata Logistics will send a weekly electronic report, detailing all loads delivered, with values upon which your invoice should be based. Ancillary charges will be advised weekly. Unsupported claims for ancillary payments will be dismissed after 20 working days have passed since supporting evidence was requested.
- Where a driver is refused site access due to missing PPE no compensation payments will be due on any part of that job.

1. OPERATION OF THE AGREEMENT

Subject to the terms hereof, Strata Logistics appoints 'The Supplier' as a supplier of the Services to support Site Operations for haulage within the United Kingdom. In no way does Strata Logistics agree to, nor may it commit to, any certain or minimum volume of Services and Strata Logistics may at any time discontinue requests for Services in respect of any Site. Strata Logistics may also wish to add Sites to this Agreement. Any such additions shall be agreed in writing. In absence of a signed agreement for such an event then default rates will apply as detailed in Appendix 1. With respect to the provision of the Services, the agreed rates are set out in the Appendix 1. Additional rates may be added to Appendix 1 by Strata Logistics with the agreement of 'The Supplier'. In circumstances where a Supplier is given exclusivity to a certain site such exclusivity will not apply in circumstances where the supplier is unable to cover all bookings from that location. Strata will only supplement the Suppliers vehicles for the period the supplier is unable to cover full volume provided such inability does not continue for more than 14 days. Any further inability will result in exclusivity being withdrawn.

2. DURATION

Unless terminated earlier, this Agreement shall continue for a minimum term of 1 year with effect from the date of first supply. Should the parties agree to continue on with this Agreement, or should they require more time after the minimum term to discuss new terms, this Agreement shall remain in



force until either party serves the other with written notice of termination, and such notice must be served at least one month in advance of the desired termination date.

3. **RATES**

Haulage / traction rates as at the commencement of the Agreement are agreed on a job by job basis prior to commencement. Haulage rates shall be inclusive of the cost of fuel, labour and insurance. 'The Supplier' warrants that it shall have in place at all times all risk insurance cover which shall include, but shall not be limited to, cover against all reasonable risks associated with the provision of the Services as contemplated by this Agreement including;

Employers Liability - £10m Public

Liability - £2m

Goods in Transit - £6500 per tonne in accordance with RHA 'conditions of carriage'.

'The Supplier' shall provide Strata Logistics with details of its insurance cover, as Strata Logistics may reasonably request from time to time together with all reasonable evidence that premiums under such cover have been duly paid within 5 business days of such a request.

4. **'THE SUPPLIER' TRANSPORT OBLIGATIONS**

'The Supplier' shall provide the Services in accordance with the Service Level Schedule with all due care and skill in accordance with the provisions of this Agreement and at all times operate in a legally compliant manner with respect to operators licence, insurance and any other statutory requirements. Failure to operate within insurance and operators licence will result in immediate termination and suspension of payments whilst any losses and damages are established. Subcontracting is strictly forbidden with Strata prior approval.

Upon receipt of a request from Strata Logistics for provision of the Services ("Specific Job Request"), where 'The Supplier' is unable to supply the haulage services to Strata Logistics for any reason whatsoever: - it shall notify Strata Logistics immediately (no later than 30 minutes after initial request) and suggest an alternative solution for provision of such haulage services ("Alternative Solution")

'The Supplier' shall indemnify and keep Strata Logistics indemnified for all injury, loss or damage occurring to any person or property and against all actions, demands, claims, expenses, or charges made against Strata Logistics where such injury, damage or loss is due directly or indirectly (whether through negligence or otherwise) to acts or omissions or 'The Supplier', its employees, contractors, servants sub-contractors or agents or any such loss or damage results from any breach by 'The Supplier' or its 'Partners' of its obligations to Strata Logistics under this Agreement.

By entering into this agreement 'The Supplier' agrees to abide by all appropriate environmental, health and safety and other policies as may be applicable in the course of carrying out its duties and at all times act in a professional manner in effecting delivery of goods to client depots or locations.

5. **STRATA LOGISTICS OBLIGATIONS**

Strata Logistics agree to: -

- (1) use all reasonable endeavours to supply 'The Supplier' with such information as 'The Supplier' may reasonably require to enable 'The Supplier' to fulfil its obligations under this Agreement;
- (2) advise, 'The Supplier' as soon as practicable of any changes in Specific Job Request requirements and orders.

6. **PAYMENT TERMS**

Invoices and/or self bill invoices are payable on a nett 30 day basis within 3 working days of the end of the month following the month in which the self bill invoice was issued or received.

Should the supplier have already been paid for a queried run then the Supplier agrees to reimburse Strata for any overpayment within 7 days. Strata shall at all times retain the right of offset.

In addition the Supplier shall be expected to operate load tracking activities using their own hardware but with cloud based software provided free of charge by Strata. An early payment scheme is available whereby payment can be made within 7 days of the self bill date subject to an early payment discount of 2% of the gross invoice value. The Supplier may opt in and out of the early payment scheme at any time without notice.

7. **TERMINATION**

'The Supplier' and its associated companies (whether such association is by shareholder, director or other officer whether current or within a period of 6 months post termination) agree without reservation not to, for a period of 6 months after the termination of this agreement, trade with, approach or contact the 'End Client' or any staff or customer of the 'Client' for any business or employment purpose. In the event that 'The Supplier' trades with the 'End Client' either directly or indirectly then the Supplier agrees to reimburse Strata Logistics with 5% of the resulting turnover for a period of 12 months or £10000.00, whichever value is higher. Strata Logistics may terminate this Agreement with immediate effect without prejudice to any rights or obligations incurred prior to that date where the Supplier: -

- commits a material breach of this Agreement which is not capable of remedy, or in the case of a breach that can be remedied fails to resolve such breach within 7 days of notification;
- becomes insolvent; or
- enters into compulsory or voluntary liquidation (other than for the purpose of amalgamation or reconstruction), has an administration order or winding up petition issued against it or a receiver or administrative receiver is appointed over some or all of its assets,
- ceases, or threatens to cease, to carry on business; or
- is reasonably suspected to be subject to any of the events mentioned above

In addition, Strata Logistics shall be entitled to terminate this Agreement (or any part thereof)

- on 1 months' notice at any time.
- Immediately if 'The Supplier' be negligent in the provision of the Services.
- Immediately if 'The Supplier' fails or refuses after written instruction to provide the Services reasonably and properly required of it hereunder;
- Immediately if 'The Supplier' conduct itself in any manner which in the reasonable opinion of Strata Logistics, brings or is likely to bring Strata Logistics into disrepute by association
- Immediately if 'The Supplier' fails to maintain adequate insurance and a valid operators licence or operates in breach of the licence held.

Where any of the above events apply, any amounts due to be paid by Strata Logistics to 'The Supplier' will be held in dispute and subject to contra whilst any losses or claims are quantified. In any case this period will not exceed 26 weeks from the date of termination.



The parties shall take all such steps as shall be necessary to agree a plan for the orderly handover of the Services, such that the Services can be carried on with the minimum of interruption and inconvenience to either party;

- 'The Supplier' will immediately upon demand deliver up to Strata Logistics any goods in its possession.
- 'The Supplier' shall not have any right of possession over the goods nor shall 'The Supplier' be entitled to assert any lien (at common law or otherwise) over the goods

8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Agreement is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement.

9. CONFIDENTIALITY

The parties undertake not at any time for any reason whatsoever to disclose or permit to be disclosed to any third party, or otherwise make use of or permit to be made use (for purposes other than the proper execution of this Agreement) of any trade secrets or confidential information relating to the other's business affairs or finances which comes into its possession pursuant to this Agreement. This obligation shall not apply (1) to information which may properly come into the public domain other than through a breach of this Agreement; (2) a disclosure of such information to employees, agents and advisers of either party or any of its group companies who need to know the information for the purposes of this Agreement; and (3) any disclosure of such information which are required under law or rules of any regulatory body. This clause shall survive termination of the Agreement for a period of three (3) years.

10. TUPE

There is no requirement for Transfer of Undertakings (Protection of Employment) within this agreement.

11. DAMAGES

The Supplier will indemnify Strata Logistics in respect of contract, tort (including negligence) or otherwise for incidental, special, indirect, or consequential loss or damage, any loss of profit (direct or indirect), loss of sales, loss of goodwill or reputation, loss of business, third party claims, pure economic loss arising out of or in connection with the performance or non-performance of its obligations under this Agreement including such damages as may be reasonably foreseeable at the date hereof. The limit that each party will be responsible to the other party shall be no more than £100,000.00.

12. PERFORMANCE

If performance of this Agreement or of any obligation by either party is prevented through any cause arising from or due to circumstances beyond its reasonable control, it shall upon giving notice to the other indicating the cause and likely duration of non-performance

(a) be excused from such performance to such extent and for such period as may be reasonably necessary in the circumstances; and



(b) have no responsibility for the financial or other consequences of non-performance. The parties shall consult together as soon as practicable after receipt of the aforementioned notice with the object of reaching agreement on any means by which the cause or consequence of non-performance may be overcome or alleviated.

In the event non-performance continues for a period of one (1) calendar month, either party may forthwith terminate this Agreement.

13. POST TERMINATION

The expiration or determination of this Agreement howsoever arising shall not operate to affect such other provisions hereof as are expressed to operate or have effect hereafter and shall be without prejudice to accrued rights or remedies of the parties.

14. NOTICES

Any notice, consent or other communication required to be given by 'The Supplier' to Strata shall be transmitted to: - Strata Logistics Ltd, 503 Broadway, Letchworth SG6 3PT

Tel: 01462 417666

E-Mail: planning@stratalogistics.com

Any notice, consent or other communication required to be given by Strata Logistics to 'The Supplier' under this Agreement shall be conveyed by post or email to the Suppliers registered office or such email address as is considered the normal communication channel relied upon by both parties

Any such notice, consent or other communication shall be deemed to have been served if:

- (a) sent by post, upon the expiration of three days from posting;
- (b) sent by means of direct transmission at the time of sending.

15. RECORD KEEPING

'The Supplier' shall at all times ensure it keeps full and proper records and all the documents relating to the transaction affecting the services for a minimum period of 2 years and in any case as required by law. This should include but not be limited to vehicle tachograph records, run sheets and email instructions and variations.

16. WAIVERS

No waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

17. ENFORCEMENT

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.



18. DISPUTES

Any dispute arising under or in connection with this Agreement or as to the rights and liabilities of the parties hereto, or as to construction or interpretation hereof shall be settled by an amicable effort of both parties senior management. In the event the attempt at settlement has failed, the dispute shall finally and exclusively be referred to arbitration by a single arbitrator appointed by agreement between the parties or (in default) nominated on the application of either party by the Road Haulage Association, in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof.

19. ENTIRE AGREEMENT

This Agreement shall govern the relationship between the parties and constitutes the entire agreement between the parties as to the subject matter hereof and replaces and extinguishes all prior agreements, arrangements and undertakings with respect to the subject matter. No other terms or conditions which either party might purport to incorporate or introduce shall be valid, and no variation or amendment to this Agreement shall be effective and binding unless such variation or amendment is made in writing and signed on behalf of both parties.

20. GOVERNING LAW

This Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

I confirm I am authorised to sign this Agreement for and on behalf of the Supplier.

Signed on behalf of the Supplier: