

SERVICE LEVEL AGREEMENT

 removal + storage



INTRODUCTION

Frachtmeister Internationale Speditionen GmbH (hereafter referred to as “**Frachtmeister International** or **FMI**”) is fully committed to compliance and quality. In order to ensure this commitment in daily business, we have adopted policies that apply to employees, suppliers and moving partners worldwide (hereafter referred to as „Agents“). This document describes what we expect from our business partners while providing services on our behalf. If you have any questions or comments regarding this document, please contact us.

Scope of validity and purpose:

Confidentiality and Data Protection

The Agent confirms agreement with FMI data protection policy (available on www.frachtmeister.com) as well with all applicable laws and regulations. The focal points of the policy are extracted hereafter:

- The Agent agrees to treat all information provided by FMI confidentially when performing services on behalf of FMI and shall not, without prior consent from FMI, disclose or permit disclosure of such confidential information to any third party.
- The Agent agrees to use confidential information solely for the purpose of fulfilling its obligations under this agreement. The Agent ensures to safeguard all confidential information of FMI with at least the same level of care as the Agent uses to protect its own confidential information.
- The Agent agrees not to use or disclose FMI confidential information for its own benefit or the benefit of others.
- The Agent will maintain security controls over resources it provides on behalf of both FMI and its clients; these controls must protect the confidentiality, privacy, integrity and accessibility of FMI and its client’s information.

Anti-Bribery and Corruption

Being a member of FIDI, FMI conducts business with a commitment to acting professionally, fairly and with the utmost integrity. We require all individuals and companies who provide services for or on

behalf of FMI to do so ethically and in full compliance with antibribery and corruption (ABC) laws, including the FIDI ABC Charter (available on <https://www.fidi.org/about-fidi/fidis-commitments/anti-bribery-and-anti-corruption-charter>) and any local or other applicable laws. All our suppliers, whether FIDI members or not, are obliged to accept the terms and to work in compliance with the FIDI ABC Charter and to inform FMI in case of failure to comply. It is the Agent's responsibility to ensure that any person who will be performing services for or on behalf of FMI, including any subcontractors, will fully comply with these laws, rules and regulations.

SERVICES

Commencement of Services

Agent agrees to provide to FMI and FMI hereby agrees to engage the Agent to provide the services defined below and as specifically described in each order initiation.

Origin Agent Services If the order initiation requires Origin Agent Services, the Agent agrees to provide the following services to FMI:

1) Survey

Agent shall initiate contact with each transferee within one (1) business day after receipt of the order initiation to schedule a survey with the transferee and to perform the following in connection therewith:

- a) Agent shall acknowledge to FMI in writing receipt of survey request and keep FMI posted about scheduling details immediately after appointment is confirmed with the transferee.
- b) Agent shall perform each survey free of charge for FMI.
- c) Prior to the survey, Agent shall confirm to FMI that the transferee's policy, shipping allowance, if any, mode of transport, country specific shipping restrictions and list of prohibited articles have been received.
- d) Agent shall immediately notify the company in writing of any goods which constitute prohibited articles under applicable laws and regulations.
- e) In case the survey results exceed the transferee's shipping allowance, Agent shall inform FMI immediately in writing providing details of the excess.
- f) Within two (2) business days of completing the survey, Agent shall provide FMI with all survey results and charges to pack and handle the shipment. Any extra charges applicable, such as parking permits, long carry, crates, external elevator/hoisting etc. have to be mentioned specifically.
- g) Agent shall provide information regarding routing, selected carrier and transit time for packing/loading, export clearance process, line-haul to port of exit and freight up to POE/AOE.
- h) It is recommended that Agent provides a copy of each survey to FMI including a detailed inventory / cube sheet.
- i) Agent agrees that the margin for error for each survey shall not exceed ten percent (10%).

2) Packing & Loading

Agent shall complete the packing, loading and securing of each shipment in accordance with FIDI/FAIM standards, including but not limited to:

- a)** Obtain optimum density by using all available space and disassembling commonly disassembled goods.
- b)** Create legible packing list identifying all goods in the shipment with an accurate description of carton contents and full identification of appliances and electrical items (including make, model and serial number). If applicable, a full identification of wine/alcohol is also required.
- c)** All furniture must be listed using standard exceptions denoting condition at time of packing.
- d)** Crew leaders must print their name and sign the inventory list (packing list) in the corresponding section reserved for contractor/carrier/representative.
- e)** Inventory numbers must be attached to or written on the exterior of the wrapping/packing materials.
- f)** Under no circumstances is a PBO (Packed by Owner) to be accepted, listed on an inventory or included in a shipment. Any carton presented by a transferee to a packing crew as PBO must have its contents thoroughly inspected and a complete description of the contents entered on the carton and inventory ensuring that the carton contains no restricted items and poses no threat to the safety or security of a ship, plane, or other vehicle on which it is to be transported.
- g)** If a shipment is not loaded at the transferee's residence, the location and date of loading is to be written at the top of the first page of the descriptive inventory.
- h)** When more than one (1) pack day is required, packing materials, debris and waste, as well as empty cartons must be removed from the transferee's residence at the conclusion of each day.
- i)** Any repacking outside the transferee's residence must be approved by FMI.
- j)** Any costs relating from damage to the property and its surroundings or other kind of third party liability claims have to be borne by the Agent.

3) Documentation

- a)** Export procedures must only be initiated at origin after FMI has given a formal authorization ("green light") to proceed. Unless otherwise instructed in writing and upon receiving our authorization to ship, you can book the ocean/air freight service at origin. Additionally, our consignment instructions must be strictly followed. In particular, FMI reserves the right to instruct the Agent to book freight under its own freight contract as „freight collect“.
- b)** Agent has to submit the shipping pre-advice and confirmation of pick-up with final weight and dimensions within two (2) business days of final loading of the shipment. Where required by SOLAS provisions, the agent agrees to submit a weight certificate that is compliant with SOLAS requirements. Additionally, Agent must provide the piece count, sailing/flight details and follow strictly the indicated consignment instructions. AWB/OBL draft is to be submitted for approval by FMI.
- c)** Agent agrees that any deviation from the survey and quoted charges or weight will be communicated in writing immediately (or at the latest within one (1) business day of shipment loading) for approval and prior to shipment release. All additional charges arising from a deviation that has not been approved in advance may be denied by FMI.

4) Permanent Storage

a) Agent shall arrange secure storage site(s) as necessary for permanent and/ or temporary storage lots. Additionally, Agent must provide storage in date, exact storage location and contact person.

b) Invoicing for permanent storage lots has to be submitted on a monthly basis.

Destination Agent Services

If the order initiation requires Destination Agent Services, Agent agrees to provide the following services to FMI:

1) Arrival & Customs Clearance

a) Agent shall notify FMI in writing within two (2) business days of freight arrival at destination.

b) Unless otherwise agreed by parties in writing, agent shall arrange for customs clearance, either directly or by using a customs broker:

I. Agent shall process the shipment through local government customs in accordance with local law and jurisdiction, apply for “duty-free customs entry” for used personal and household effects shipments and diplomatic goods.

II. Agent shall prepay port charges on behalf of the transferee and invoice the transferee directly unless otherwise communicated.

III. Agent shall notify FMI in writing of any duties, taxes or inspections within twenty-four (24) hours for approval.

IV. Agent shall present back-up documentation for any additional charges that have to be paid (duties & taxes, THC, port charges, demurrage & detention, bonded warehouse etc.).

V. Agent shall immediately notify FMI in writing of scheduled or actual customs clearance process.

VI. If local customs representatives have inspected the shipment, Agent shall report to FMI in writing within twenty-four (24) hours.

VII. Any additional and customer related instructions must be adhered to without exception.

2) Drayage from Sea / Airport of Arrival

a) Agent shall co-ordinate drayage from the sea/airport, unless provided by the steamship line.

b) Agent shall verify all container seals upon arrival and at time of delivery to ensure each container has not been opened or tampered with during transit. If any container seals do not match or have been broken, the Agent has to notify FMI immediately in writing.

c) Agent shall notify FMI in writing as soon as the shipment is received at the Agent’s warehouse.

3) Destination Delivery Service

Agent shall perform the following in connection with delivery of the shipment to its final destination:

a) Agent shall notify FMI in writing of the scheduled delivery date.

b) Agent shall notify FMI in writing of any delays, damages, or losses to the goods during the transport within two (2) business days of Agent’s discovery of same, and such delays, damages or losses will also be noted on the inventory or delivery receipt. If shipment has suffered water

damage, or shows signs of mold or mildew, Agent shall not deliver the shipment and contact FMI.

c) It is the Agent's responsibility to verify access conditions at delivery prior to the delivery taking place. In case additional charges from parking permits or similar will result, charges can only be approved with back-up documentation from local authorities.

d) Unless otherwise agreed by the company in writing, the Agent shall schedule delivery of the shipment to the destination address, unpack and remove the debris on same day. Any corresponding additional charges not approved by FMI in writing will be understood to be for the account of the transferee.

e) Agent shall deliver appropriate shipping documents to the transferee at time of delivery, including copies of the descriptive inventory.

f) Transferees declining unpacking services must state and sign this on the delivery documents. FMI must be informed of this immediately.

g) If transferee requires reassembly of disassembled items (i.e. tables, desk units, shelf units), that do not require special tools or third party services, this must be completed by the Agent.

h) Uncrating at no additional charges.

i) Agent must use check lists/bingo sheets or inventories any time the shipment moves from the original shipping container into another container, storage container, truck etc. Any deviation between the inventory piece count and actual piece count must be reported in writing to FMI immediately.

j) In case any special services are required upon delivery to clients address and unless otherwise instructed by FMI, Agent must bill transferee directly for the extra charges.

k) Agent shall forward all "Delivery Documents" to FMI within three (3) business days of delivery of the shipment to the transferee. "Delivery Documents" include the signed inventory, the signed delivery receipt provided by FMI, notification of damage or loss, and Agent's invoice.

l) Agent shall offer basic claims assistance to the transferee and immediately notify FMI of same.

m) Agent will take all necessary steps to avoid third party charges such as demurrage, detention, port/customs storage etc. In case such charges are unavoidable, Agent shall take all necessary steps to keep them as low as possible.

n) Any costs relating from damage to the property and its surroundings or other kind of third party liability claims have to be borne by the Agent.

o) The Agent acknowledges that FMI shall not be invoiced any kind of additional administration fee for outlay of costs, payment collection with the shipper etc.

Billing Procedures

1) Agent shall submit an invoice to FMI within ten (10) days after the completion of services rendered for processing and payment. Back-up documentation for any additional charges needs to be attached to the invoice. Failure to do so may result in short- or nonpayment of invoices.

2) All payments under this agreement are to be made in either Euro or according to what was expressly agreed between the parties. FIDI payment rules will always be considered. Invoices must be issued to FMI.

Insurance

Agent shall purchase and maintain during the term of this agreement comprehensive general liability insurance coverage, including personal injury, property damage, of at least one million Euro (1.000.000,00 €) per occurrence. Agent is responsible for maintaining limits of all risk property insurance that is adequate to cover full insurance value of all shipments.

Terms and Termination

This agreement shall be effective as of the date noted on the statement of compliance and shall continue until terminated as provided herein. Either party may terminate this agreement, with or without cause, by giving the other party at least thirty (30) days prior written notice of termination.

Notwithstanding the foregoing, upon giving notice of termination of this agreement, Agent shall not be entitled to request and FMI shall not commence any further order initiations. At FMI's sole option and written instruction, Agent will complete any services in progress as of the date that any such notice is given. FMI shall compensate Agent with respect to all services rendered in accordance with the terms and conditions of this agreement, which obligation shall not be affected by any termination.

Statement of Compliance

We / I hereby confirm that we / I have read and understood this Service Level Agreement provided by Frachtmeister International "FMI" in full. On behalf of my company, I agree to abide by all requirements laid out in this document.

Company Name:

Printed Name:

Position in Company:

Signature:

Place, Date:
