**Logistics Services Contract**

The Logistics Services Contract (referred to as the “Contract”) is entered and made effective on [INSERT THE COMPLETE DATE OF THE EFFECTIVITY OF THE CONTRACT] (referred to as the “Effective Date”).

BY AND BETWEEN

[INSERT THE NAME OF THE LOGISTICS COMPANY](referred to as the “Logistics Company”) a [INSERT THE TYPE OF BUSINESS OF THE COMPANY, EX. CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP] duly formed under the [SPECIFY UNDER WHAT LAW THE ENTITY IS REGISTERED] and the primary place of business located at [INSERT THE COMPLETE LOCATION OF THE COMPANY, INCLUDING ITS CITY, STATE AND ZIP CODE].

AND

[INSERT THE CLIENT COMPANY’S NAME](referred to as the Client Company”) a [INSERT THE TYPE OF BUSINESS OF THE CLIENT COMPANY, EX. CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP] duly formed and under the [SPECIFY UNDER WHAT LAW THE ENTITY IS REGISTERED] and the primary place of business located at [INSERT THE COMPLETE LOCATION OF THE COMPANY, INCLUDING ITS CITY, STATE AND ZIP CODE].

The Logistics Company and the Client Company are hereby referred to as the “Parties” in this Logistics Services Contract.

The Parties Affirms the following:

1. [INSERT THE NAME OF THE LOGISTICS COMPANY] and [INSERT THE NAME OF THE CLIENT COMPANY] enters into this Contract for the sole purpose in providing [INSERT THE NAME OF THE CLIENT COMPANY] assistance when it comes to transportation, storage of Client Company’s products in the Logistics Company’s warehouse and the distribution of Client Company’s products to different parts of [INSERT THE LOCATION WHEREIN THE CLIENT COMPANY’S PRODUCTS ARE MAINLY DISTRIBUTED].
2. [INSERT THE NAME OF THE LOGISTICS COMPANY] declares that it has sufficient knowledge when it comes to the storage, distribution and overall safekeeping of the products of [INSERT THE NAME OF THE CLIENT COMPANY].
3. [INSERT THE NAME OF THE CLIENT COMPANY]’S main industry is to [INSERT THE MAIN INDUSTRY OF THE CLIENT COMPANY] wherein it will seek assistance from [INSERT THE NAME OF THE LOGISTICS COMPANY] to safe keep and distribute its product to different parts of [INSERT THE LOCATION WHERE THE PRODUCTS OF THE CLIENT COMPANY IS MAINLY DISTRIBUTED].
4. That both Parties agree that in engaging in this Logistics Services Contract, both Parties have reciprocal obligations to one another.
5. In engaging such, the Parties agree to follow and respect the provisions in this Logistics Services Contact.

Now Therefore, with consideration to the mutual covenants and promises of the Parties stipulated herein on this Logistics Services, the Parties hereby adhere to the following:

TERMS AND DEFINITIONS

The following are the terms used in this Agreement including their definitions and corresponding interpretations:

1. Products - shall mean the goods produced by [INSERT THE NAME OF THE CLIENT COMPANY].
2. Components - shall mean the composition of the products of the Client Company. The Company must know the components of the products of the Client Company so as to separate the hazardous products and safe keep them properly according to their composition.
3. Distribution - shall mean the dissemination of the Client Company’s products in the area, specifically in [INSERT THE LOCATION OR LOCATIONS WHEREIN THE PRODUCTS OF THE CLIENT COMPANY WILL BE DISTRIBUTED].
4. Standard Metrics- shall mean the standard test in order for the product to pass the quality assurance team.
5. Transportation - shall mean the transferring of the Client Company’s products from point A to point B.
6. Performance - shall mean the carrying out of the task of either the Client Company or the Company.
7. Claims - shall mean the loss and damage of [INSERT THE NAME OF THE CLIENT COMPANY]’S products.
8. Arbitration - shall mean the method of settling the disputes between Parties.
9. [INSERT OTHER TERMS AND INTERPRETATIONS THAT MAY SEEM FIT FOR THIS LOGISTICS SERVICES CONTRACT].

PURPOSE OF THE LOGISTICS SERVICES CONTRACT

The Purpose of this Contract is mainly to assist [INSERT THE NAME OF THE CLIENT COMPANY] in safekeeping their products and to have an orderly distribution of those products from one place to another. Other than that, the following are the purposes of the Logistics Services Contract:

1. To ensure the safety of the products being manufactured by [INSERT THE NAME OF THE CLIENT COMPANY].
2. For the [INSERT THE NAME OF THE CLIENT COMPANY] to have convenience regarding the transportation of the products from one location to the other location.
3. For the [INSERT THE NAME OF THE CLIENT COMPANY] to easily disseminate the products.
4. For the [INSERT THE NAME OF THE COMPANY] to assist and support [INSERT THE NAME OF THE CLIENT COMPANY] in its foreign engagements.
5. [INSERT OTHER PURPOSES OF THE PARTIES IN ENTERING INTO THIS AGREEMENT].

NATURE OF THE BUSINESS AND THE AGREED SERVICES BY THE LOGISTICS COMPANY AND THE CLIENT COMPANY

The Logistics Company and the Client Company agrees to adhere the following provisions of the Logistics Services Contract on the nature of the business:

1. The Logistics Company agrees to safe keep the products of the Client Company. In order to protect such products, the Company will keep them in its warehouse which is also rented by the Client Company.
2. The Client Company agrees to hold a session for the Logistics Company to understand the components of the products and give instructions on how to handle them properly.
3. The Logistics Company agrees to follow the care instructions as instructed by the Client Company.
4. The Logistics Company agrees and assumes the risk of the transportation of the product from point A to point B.
5. The Logistics Company agrees to adhere to the standard metrics of the Client Company in handling the products.
6. [INSERT OTHER NATURE OF SERVICES PROVIDED BY THE COMPANY TO THE CLIENT COMPANY].

The Logistics Company and the Client Company agree to adhere to the provisions in this Contract as to the services to be rendered:

1. The Logistics Company agrees to safe keep the products of the Client Company.
2. The Logistics Company agrees to transport the products of the Client Company.
3. The Logistics Company agrees to disseminate the products to different retailers of the Client Company.
4. [INSERT OTHER SERVICES RENDERED BY THE COMPANY TO THE CLIENT COMPANY].

The execution of this Logistics Services Contract, [INSERT THE NAME OF THE COMPANY] is in full authority as to [INSERT IN WHICH AREA THE LOGISTICS COMPANY CAN PROVIDE OR CONTRIBUTE ON THE SUCCESS OF THE SERVICE BEING DELIVERED ALSO BY THE CLIENT COMPANY, EX., THE SAFE TRANSPORTING OF GOODS AND THE PRESERVATION OF SUCH PRODUCTS IN TRANSFERRING AND DISSEMINATING THE PRODUCTS]. [INSERT THE NAME OF THE CLIENT COMPANY], is in charge of [INSERT WHAT THE CLIENT COMPANY CAN CONTRIBUTE TO THE SUCCESS OF THIS CONTRACT, EX. MAKING SURE THAT THE STANDARD METRICS IS FOLLOWED].

ESSENTIAL QUALITIES OF THE PRODUCTS WHICH ARE THE END PRODUCTS OF THE SERVICES RENDERED BY BOTH PARTIES

The end products of the services as agreed by both the Logistics Company and the Client Company is subject to the following product metrics:

1. The Company must make sure that the products delivered from the Client Company is not defective.
2. The Company must conduct an inventory count and reconcile the inventory report with the Client Company.
3. The Company must check the label of the components of the products of the Client Company.
4. Hazardous products must be separated into another storage.
5. Each product must be properly stored in accordance with the instructions given by the Client Company.
6. In transporting the products, the Company must make sure that the proper handling must be followed.
7. In handling properly the products, the Company must make sure that the hazardous products must be separated from other products. Fragile products must be put in a box with protective tools inside so that it will not break inside the products.
8. When the Company transports the products, an inventory and status report of the products must be prepared by the Company to the Client Company.
9. Upon dissemination of the products to the retailers of the Client Company, [INSERT THE NAME OF THE COMPANY] must give a copy to [INSERT THE NAME OF THE CLIENT COMPANY] a transmittal report.

The end products of the Contracting Parties must be:

1. The products must be free of damage and spoilage.
2. If the products are damaged upon delivery of the Client Company to the Company, [INSERT THE NAME OF THE LOGISTIC COMPANY] must report the damage or the status of the delivered products right away to the [INSERT THE NAME OF THE CLIENT COMPANY].
3. The products also must be delivered together with its manual for proper care and maintenance while in the warehouse of [INSERT THE NAME OF THE LOGISTIC COMPANY].

BILLING TERMS AND AGREEMENT

The total Contract Price is [INSERT THE TOTAL CONTRACT PRICE]. The Parties agree that in paying such amount the following must be considered:

1. The Company must send an invoice to the Client Company. The invoice for the warehouse is separate from the invoice of the transporting the products and the distribution thereof.
2. The Invoice must be made monthly as long as this Logistics Services Contract exist between [INSERT THE NAME OF THE LOGISTIC COMPANY] and [INSERT THE NAME OF THE CLIENT COMPANY].
3. Within [INSERT THE PERIOD WHEREIN THE CLIENT COMPANY MUST PAY THE LOGISTIC COMPANY] after receiving the invoices from the Company, the Client Company must pay not later than [INSERT HOW MANY DAYS THE CLIENT IS ALLOWED TO PAY THE LOGISTIC COMPANY].
4. In circumstances wherein the Client Company shall incur delay in paying [INSERT THE NAME OF THE LOGISTIC COMPANY], a penalty of [INSERT THE AMOUNT OF THE PENALTY LEVIED IN THIS CONTRACT] must be paid.
5. It is to be understood that bonds and trust deposits are not considered as payment by the Client Company to the Logistic Company.
6. In the event that there is subrogation that will happen, the subrogation must be made under the laws of [INSERT THE LAW OF THE STATE WHEREIN SUBROGATION IS EXPLICITLY PROVIDED].
7. The payment of a penalty if there is any, shall form part of the next payment of the Client Company to the Logistic Company.

The compensation must be made in:

● In Check - provided that the check is not post-dated, in the instance that the check is post-dated, the Client Company must inform the Logistic Company first and the Logistic Company must give its consent to the other Party.

● It must be made in Cash - which can also be understood as bank transfer if the amount that is in consideration is huge and as agreed by the Parties and or Cash delivered directly to the office of the Logistic Company.

Any expenses incurred other than the stipulated services, but in the course of business by both Parties, the other expenses will be shouldered by [INSERT THE PARTY WHICH WILL BEAR ALL THE OTHER EXPENSES INCURRED IN RUNNING THE BUSINESS]. Other than that, the [INSERT THE PARTY WHO WILL BEAR THE OTHER EXPENSES] will bear all other expenses such as:

1. The cost arising from the maintenance of the products inside the warehouse of the Logistics Company.
2. The costs arising from the transportation of those products from point A to point B.
3. The expenses used in transporting the products.
4. The necessary licenses and permits in carrying out such tasks.
5. The expenses in registering the business in the different government agencies.
6. [INSERT OTHER COSTS THAT ARE APPLICABLE]

TAXES

During the course of the Logistics Services Contract between the Company and the Client Company, the [INSERT THE PARTY WHO WILL PAY THE TAXES INCURRED IN THE COURSE OF THE BUSINESS] will pay the imposed taxes.

DUTIES AND RESPONSIBILITIES OF [INSERT THE NAME OF THE LOGISTICS COMPANY]

The following duties and responsibilities must be adhered and carried out by [INSERT THE NAME OF THE LOGISTICS COMPANY]:

1. The Logistics Company must be mindful of the products delivered by the Client Company to its warehouse.
2. The Logistics Company must prepare and make the necessary reports to the Client Company.
3. The Logistics Company must send the Client Company its monthly invoice. The invoices must be separate as to the rental of the Client Company of its warehouse and the transportation of the Client Company’s products.
4. If there are products that are delivered which are damaged, the Logistics Company must send a report to the Client Company immediately.
5. The Logistics Company must inform the Client Company the status of transporting the products from time to time.
6. [INSERT OTHER DUTIES OF THE LOGISTICS COMPANY AS DEEMED APPROPRIATE].

DUTIES AND RESPONSIBILITIES OF THE [INSERT THE NAME OF THE CLIENT COMPANY]

[INSERT THE NAME OF THE CLIENT COMPANY] must adhere and carry out the following tasks and responsibilities:

1. The Client Company must bear all the other expenses arising from the transporting its products from one location to the other.
2. The Client Company must pay the Logistics Company just compensation for its assistance.
3. The Client Company must pay the Logistics Company in the event that the invoices are received.
4. The Client Company shall bear other expenses in carrying out the tasks.
5. The Client Company shall reconcile its inventory report to the Logistics Company’s inventory report.
6. The Client Company shall be given a copy of the transmittal report when the products are transferred.
7. The Client Company must check if the Logistics Company follows the Standard Metrics before the dissemination of the product.
8. [INSERT OTHER DUTIES AND RESPONSIBILITIES OF THE CLIENT THAT ARE APPROPRIATE].

PERIOD COVERED AND TERMINATION

The period covered in this Logistics Services Contract is [INSERT THE PERIOD COVERED IN THIS CONTRACT]. Within the period, the provisions provided in this Contract will continue and take full force between the agreed Parties.

The following are the circumstances that will be considered by the Parties as reasonable causes for the termination of this Contract:

1. The Logistics Services Contract shall be terminated in the event that the both Parties will cease in continuing such.
2. The Contract shall be terminated if one Party failed to carry out its task in the course of this Logistics Services Contract.
3. The Logistics Services Contract shall be terminated when an Act of God or an Act of Man is happening and neither party will not be able to carry out the tasks assigned to them.
4. The Logistics Services Contract shall be terminated when one Party through his fault or negligence will cause delay to the other Party.
5. [INSERT OTHER INSTANCES WHICH THE PARTIES WILL CONSIDER IN TERMINATING THE LOGISTICS SERVICES CONTRACT].

EFFECTS OF TERMINATING THIS LOGISTICS SERVICES CONTRACT

The following are the effects of terminating the Contract:

1. In the event that the Contract is terminated, all belongings of the Client Company must be properly returned.
2. Proper turnover of reports must be made by both Parties.
3. Reciprocal obligations must be carried out by both Parties.
4. If there are damages incurred, the damages done must be liquidated and pay the Party.
5. [INSERT OTHER EFFECTS OF TERMINATING THE LOGISTICS SERVICES CONTRACT].

INTELLECTUAL PROPERTIES

The Parties are in agreement that the [INSERT THE NAME OF THE PARTY WHO WILL OBTAIN THE INTELLECTUAL PROPERTY RIGHTS] shall obtain all the Intellectual Property rights of the products and or services being produced by [INSERT THE NAME OF THE PARTY WHO PRODUCES SUCH WORKS] including, but not limited to, the rights on copyright and trademark.

CONFIDENTIALITY AND NON-DISCLOSURE

Unless otherwise agreed to in advance and in writing, both Parties will not disclose, share, publish, assign, or sell any confidential Information to any third party about the business that they are engaged in and any confidential information of the other party.

The Parties of this Logistics Services Contract are the only entities entitled to the use of the information provided and shared through this Agreement.

WARRANTIES AND DISCLAIMERS

[INSERT THE NAME OF THE PARTY WHO WARRANTS] warrants the following for this Contract:

1. [SPECIFY THE WARRANTS OF THE PARTY WHO WILL WARRANT THE OTHER].

INDEMNIFICATION

The [INSERT THE NAME OF THE PARTY WHO WILL INDEMNIFY] concedes to indemnify, protect and to defend the [INSERT THE NAME OF THE OTHER PARTY] against any damages, claims, lawsuits and costs that may arise pertaining to the products and or services which include legal fees as a result of the any act that may be done by [INSERT THE NAME OF THE RESPONSIBLE PARTY].

FORTUITOUS CIRCUMSTANCES

In the event, there are circumstances that will happen that are unforeseen and if though foreseen, they are beyond the control of man, either Party shall be excused from any delay or failure in the performance required if caused by reasons of acts of God or any circumstances beyond the control of either party.

The obligation of the Parties are extended on a day to day basis depending on the circumstance or the event which caused the delay in the performance of either Party in carrying such task. When such events or circumstances have stopped, normal business will resume for the Logistics Company and the Client Company.

RELATIONSHIP OF THE PARTIES

The Parties are independent contractors of one another and are not in any way connected with each other in terms of employment relations. Either Party cannot claim any benefits that a normal employee may enjoy.

NOTICES

The Parties agree that in cases wherein notification is needed, the following measures must be observed:

1. Within [INSERT NUMBER][INSERT PERIOD], the Client Company must notify the Logistics Company of the dissatisfaction through [INSERT HOW THE CLIENT COMPANY MUST NOTIFY THE LOGISTICS COMPANY].
2. The Client Company shall provide the details of dissatisfaction which the Logistics Company failed to perform.
3. [INSERT OTHER NOTIFICATION MEASURES AS AGREED BY THE PARTIES].

ASSIGNMENT OF RIGHTS

Both [INSERT THE NAME OF THE LOGISTICS COMPANY] and [INSERT THE NAME OF THE CLIENT COMPANY] are not authorized to assign or to transfer any of its rights or obligations as specified on this Contract to any third party without the consent and the approval of the other.

SEVERABILITY

Should any provision of this Logistics Services Contract be held to be illegal, invalid or unenforceable, such provisions may be terminated or may be modified by the competent court. The remaining part will still take effect and shall remain in full force and shall be construed in accordance with the modified provision.

AMENDMENT CLAUSE

In the event that there are changes made to this Logistics Services Contract, either Party who made the changes must provide the variations in writing and notify the other party for [INSERT HOW MANY DAYS THE NOTIFICATION WILL LAST].

Any changes made verbally will not be honored but will retroact to the original provisions to this Logistics Services Contract.

MISCELLANEOUS

1. [STIPULATE THE MISCELLANEOUS PROVISIONS TO THIS LOGISTICS SERVICES CONTRACT].

GENERAL AGREEMENT

This Contract and all documents and information enclosed herein make up the whole agreement between [INSERT THE NAME OF THE COMPANY] and the [INSERT THE NAME OF THE CLIENT COMPANY] as regards the subject of this Logistics Services Contract. Any other agreements, representations and warranties made by the parties before or after the creation of this Contract will be deemed insignificant and non-existent making this Contract the only document to be referenced herein by the parties.

SETTLEMENT OF DISPUTES, GOVERNING LAW & ARBITRATION

1. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
2. This Agreement shall be governed by the laws of India. The Courts in Mumbai (City Name) shall have exclusive jurisdiction over the subject matter of this Agreement.
3. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
4. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai (City Name). The award passed in the arbitration proceedings shall be final and binding on both the parties.
5. The cost of arbitration proceedings shall be equally borne by both the parties.
6. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

IN WITNESS WHEREOF, and with the intention to be legally bound with each other, and with the appearance of the signature of both parties will render the acceptance of the terms and conditions of this Logistics Services Contract.

BY [INSERT THE NAME OF THE LOGISTICS COMPANY]:

Signature: [INSERT THE SIGNATURE OF THE POINT PERSON OF THE COMPANY]

Name: [INSERT THE NAME OF THE POINT PERSON]

Position: [INSERT THE POSITION OF THE POINT PERSON IN THE COMPANY]

BY [INSERT THE NAME OF THE CLIENT COMPANY]:

Signature: [INSERT THE SIGNATURE OF THE POINT PERSON OF THE CLIENT COMPANY]

Name: [INSERT THE NAME OF THE POINT PERSON]

Position: [INSERT THE POSITION OF THE POINT PERSON IN THE CLIENT COMPANY]

BY THE WITNESSES:

Signature: [INSERT THE SIGNATURE OF THE WITNESS]

Name: [INSERT THE NAME OF THE WITNESS]

Position: [INSERT THE POSITION OF THE WITNESS]

Signature: [INSERT THE SIGNATURE OF THE WITNESS]

Name: [INSERT THE NAME OF THE WITNESS]

Position: [INSERT THE POSITION OF THE WITNESS]