

SPECIFIC CONDITIONS X7 – WAREHOUSING AND CONFIGURATION SERVICES

These Specific Conditions govern the Warehousing and Configuration Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the “Conditions”) and Specific Conditions X3 – Standard Operational Services (“Specific Conditions X3”), which shall be deemed to be incorporated into the Contract for the performance of any Warehousing and Configuration Services provided under these Specific Conditions.

1. DEFINITIONS

1.1. Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:

“Bonded Stock”	means Customer-owned equipment for the sole use of the Customer;
“Configuration and Staging Services”	means as defined in paragraph 5;
“Consignment”	means Goods contained in one parcel or Goods on a single pallet sent at one time in one load by and for the same Customer from a single address to another single address;
“Distribution Services”	means as defined in paragraph 6;
“Goods”	means hardware and all products, equipment, parts or spares to be distributed, stored and/or collected by the Company in connection with the Warehousing and Configuration Services;
“Goods in Transit”	means the period that Goods are in the care and/or under the responsibility of the carrier or transport agent;
“Warehousing and Configuration Services”	means the services provided by the Company to the Customer in accordance with these Specific Conditions;
“Warehousing Services”	means as defined in paragraph 4;
“Warehouse Management System (WMS)”	means management software provided and used by the Company to manage Goods; and
“User”	means an authorised user who is permitted by the Customer to use or access the Warehousing and Configuration Services.

1.2. All other capitalised terms, which are not defined in paragraph 1.1, shall have the meanings stated in the Conditions and/or Specific Conditions X3.

2. COMMENCEMENT DATE

2.1. The Commencement Date of the Warehousing and Configuration Services is the date specified as such in the Order Form, or if no date is specified, the Effective Date.

3. MINIMUM TERM

3.1. The Minimum Term of the Warehousing and Configuration Services shall be as set out in the Order Form, or if no Minimum Term is specified, twelve (12) months from and including the Commencement Date.

4. WAREHOUSING SERVICES

4.1. This paragraph 4 shall apply where it has been specified in the Order Form that the Company is providing Warehousing Services.

4.2. The Company shall maintain and operate an appropriate primary warehouse or warehouses and off-site additional warehousing for the purposes of storing and distributing Goods and recovering or collecting Goods.

4.3. The Company shall provide Warehousing Services which will be limited to:

- 4.3.1. providing secure warehousing facilities for the total number of new devices specified in the Order Form;
- 4.3.2. providing and maintaining a Warehouse Management System which will provide a view of stock holding, management reporting and tracking of stock by serial number (if applicable) within the warehouse. The Company reserves the right to change, at its cost, its management software from time to time at its sole discretion;
- 4.3.3. using reasonable endeavours to ensure that all Goods delivered to the warehouse before 14:00 on a Business Day shall be visually inspected and fully booked-in to the WMS, including being labelled with an item code and serial number (if applicable), by the end of the Business Day that they have been properly received as ‘Goods In’. This excludes Goods that are subject to a discrepancy process and have been placed in a quarantine location or otherwise held at receipt;
- 4.3.4. providing stock management processes to complete perpetual inventory checks on a scheduled basis, which will be made available to the Customer on request;
- 4.3.5. providing information relevant to lost or missing items, and general inventory discrepancies, which where identified, shall be shared with the Customer on request;
- 4.3.6. employing an advanced shipping notification (“ASN”) receipting process. The Customer will ensure that the Customer’s third-party suppliers use and provide ASNs when Goods are dispatched;
- 4.3.7. quarantining incoming Goods where such Goods have not met the required standard, for example, where they have failed visual inspection, contain additional or have missing components or peripherals, and/or where it is unclear how they should be processed. Such quarantined Goods will be deemed non-available until reviewed by the Company and the discrepancy reported to the Customer if necessary. The Customer will issue instructions on how the Company should process the quarantined Goods within three (3) Business Days of the Goods being booked into quarantine. Quarantined Goods will then be processed following normal business rules;
- 4.3.8. picking Goods via a pick list following receipt of an instruction from the Customer, which will subsequently, manually be raised on WMS. Where necessary, the Company will pick Goods by unique serial numbers; and
- 4.3.9. packing Goods ready for shipment. Goods required to fulfil a request will be placed into a container for onward shipment. The Company will use either neutral packaging or Customer-provided packaging materials according to the Customer’s choice provided that reasonable notice is given to the Company. The Company will support the use of protective and secure materials according to business rules as agreed between the parties if no staging is required.

5. CONFIGURATION AND STAGING SERVICES

- 5.1. This paragraph 5 shall apply where it has been specified in the Order Form that the Company is providing Configuration and Staging Services.
- 5.2. Configuration and Staging Services will be provided against specific requirements as specified in the Order Form.
 - 5.2.1. The Company shall provide Configuration and Staging Services which will be limited to:
 - (a) asset tagging; and
 - (b) build deployment against specific requirements as specified in the Order Form.
 - 5.2.2. The Company will use reasonable endeavours to resolve issues resulting from failed configuration requests (including but not limited to images not deploying or corrupt software). Should the Company not be successful in resolving the issues, the Customer will assist the Company with their resolution. Any information concerning additional or missing items or peripherals, damage and/or poor or insufficient packaging, will be reported to the Customer if deemed necessary by the Company at its sole discretion.
 - 5.2.3. Items requiring configuration will be limited per day to the number of site delivery batches as specified in the Order Form.

6. DISTRIBUTION SERVICES

- 6.1. This paragraph 6 shall apply where it has been specified in the Order Form that the Company is providing Distribution Services.
- 6.2. The Company shall provide the following Distribution Services:
 - 6.2.1. delivery of the Goods;
 - 6.2.2. collections of the Goods; and
 - 6.2.3. tracking the Goods from dispatch to the end delivery point where the Goods are delivered by the Company.
- 6.3. Delivery shall be deemed to have taken place:
 - 6.3.1. at the point at which proof of delivery has been obtained where the Goods are delivered by the Company; or
 - 6.3.2. at the point at which the Goods are handed over to the Customer (or their nominated representative) where the Goods are collected by the Customer.
- 6.4. The Distribution Services will be provided on a next Business Day basis unless agreed otherwise in the Order Form.

7. CUSTOMER OBLIGATIONS

- 7.1. The Customer shall:
 - 7.1.1. provide reasonable assistance to and comply with reasonable requests from the Company in all matters relating to the Warehousing and Configuration Services; and
 - 7.1.2. provide the Company with any information and materials as the Company may reasonably request in order to provide the Warehousing and Configuration Services and the Customer shall ensure that such information is and remains accurate in all material respects.

8. LIABILITY

- 8.1. The Customer must notify the Company of any loss of or damage to the Goods within fifteen (15) days of the date of receipt of the Goods and must provide any additional supporting documents or evidence as the Company may request within such further deadlines as notified by the Company. If the Customer fails to comply with the provisions of this paragraph, the Company shall not be liable for any loss or damage to the Goods.
- 8.2. In the event of a claim for damage to the Goods, the Customer must ensure that the Consignment and its packaging is held for inspection at a location within the United Kingdom and the Customer shall provide photographic evidence of the damage and/or loss.
- 8.3. Any agreed payment in respect of any claim for loss and/or damage by the Company shall be in full and final settlement of any such claim.
- 8.4. The Company reserves the right to replace or repair the lost or damaged Goods in settlement of a claim
- 8.5. The Company may be liable for loss of or damage to Goods in Transit on the outward journey to a consignee and for loss of, but not damage to, Goods on the inward journey from a consignor to the Company, except in circumstances where Goods are returned as a non-delivery in which case the Company may also be liable for loss of or damage to Goods in Transit on the inward journey.
- 8.6. The Company's liability for loss of or damage to Goods in Transit will be limited to:
 - 8.6.1. £350.00 per consignment for Goods in Transit on the outward journey; and/or
 - 8.6.2. £350.00 per consignment for Goods in transit lost on the inward journey from a consignor to the Company.

9. CHARGES

- 9.1. The agreed Charges for Warehousing Services, Configuration and Staging Services and/or Distribution Services are as identified in the Order Form.
- 9.2. Where the Warehousing Services, Configuration and Staging Services and/or Distribution Services requested are in excess of the specified quantities as stated in the Order Form, the fulfilment of such services by the Company shall be subject to the Company's reasonable additional Charges for fulfilling the excess services on a time and materials basis at the Company's standard rates or in accordance with any agreed rates as provided in the Order Form.