

CONTAINER SOLUTIONS



Service Agreement

This agreement made between Container Solutions ("The Seller") and ("The Buyer")

Key Terms

1) SERVICE

The Seller agrees to provide The Buyer with the services described below in exchange for the rates outlined in your quote.

2) RESPONSIBILITIES OF THE SELLER

The Seller will sort items in the container, place each different item on separate pallets in an agreed upon pattern. The completed pallets will be wrapped enough to hold them together for normal movement around the warehouse and will be staged just outside the container. The Seller is responsible for cleaning up any mess that they create, placing garbage in a nearby trash can, but is not expected to sweep or empty said trash can.

3) RESPONSIBILITIES OF THE BUYER

The Buyer is responsible for providing The Seller with the size of container to be unloaded, as well as the carton count and sku sort count at least 12 hours prior to the arrival of workers. The workers, upon arrival at the work location, are to be provided with pallets, stretch wrap, a working pump truck, paperwork detailing the contents of the container, and be designated a suitable staging area promptly.

4) STAFF

The Buyer agrees not to employ any of The Seller's staff directly or indirectly, outside of this agreement while the two parties are doing business and for a period of 18 months after this agreement is terminated, by any party, for any reason unless written approval is given.

5) TERMS OF PAYMENT

The Seller invoices weekly for the containers completed the previous week. Payment can be made by electronic funds transfer, cheque or credit card. 30 day terms are offered to new customers with a completed credit application. A 2% "delayed payment" fee may be charged, at the discretion of The Seller, if an invoice is not paid in full by the due date. This initial 2% "delayed payment" fee is then added upon each recurring 30 day period until the full amount is paid.

6) RECOVERY COSTS

In the event that attorneys' fees or other collection costs are incurred to enforce payment or other terms of this contract, the defaulting party shall pay all costs, expenses, attorneys' fees, etc., resulting from the enforcement of this agreement.

7) TERMINATION

Either party may terminate this agreement for any reason, at any time, by giving 2 weeks written notice to the other party.