

LOGISTICS SERVICES AGREEMENT

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This Logistics Services Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CUSTOMER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [CUSTOMER ADDRESS] ("**Customer**"); and

[PROVIDER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [PROVIDER ADDRESS] ("**Provider**").

Customer and Provider are each a "**Party**" and together the "**Parties**."

Recitals. Customer requires warehousing, fulfillment, transportation, and related logistics services for its goods, and Provider operates facilities and a transportation network capable of providing those services. The Parties wish to set out the scope of the logistics services, the performance standards that govern them, and the allocation of risk for goods in Provider's care. In consideration of the mutual promises below, the Parties agree as follows.

1. Services and Facilities

1.1 Services. Provider will provide the logistics services described in **Schedule A (Statement of Services)** (the "**Services**"), which may include inbound receiving, storage and warehousing, inventory management, order fulfillment, pick-and-pack, transportation, freight forwarding, and returns processing.

1.2 Goods. "**Goods**" means the products, inventory, and materials Customer tenders to Provider for handling under this Agreement, as described in Schedule A. Customer will not tender hazardous, perishable, oversized, or regulated Goods unless Schedule A expressly provides for them and Provider has agreed to handle them.

1.3 Facilities. Provider will perform the Services from the facility or facilities identified in Schedule A. Provider will not relocate the Goods to a different facility without prior written notice to Customer, except temporarily in an emergency to protect the Goods.

1.4 Standard of performance. Provider will perform the Services in a professional and workmanlike manner consistent with generally accepted standards in the logistics industry and in compliance with all laws applicable to its performance.

1.5 Customer responsibilities. Customer will provide accurate Goods data, packaging, labeling, advance shipping notices, and order instructions, and will ensure that all Goods are properly described and lawful to ship. Provider may rely on the data and instructions Customer provides.

2. Receiving, Storage, and Inventory

2.1 Receiving. Provider will receive and inspect inbound Goods for apparent damage and count, and will note discrepancies between the advance shipping notice and the Goods actually received. Provider's receipt is

conditional on a reasonable inspection and does not waive claims for concealed shortage or damage.

2.2 Storage. Provider will store the Goods under the conditions stated in Schedule A and exercise reasonable care to protect the Goods from loss, damage, and deterioration while in its custody.

2.3 Inventory records. Provider will maintain accurate inventory records and provide Customer access to inventory data through the system identified in Schedule A. The Parties will reconcile inventory at the intervals stated in Schedule A.

2.4 Inventory shrinkage. Provider is responsible for inventory shrinkage in excess of the tolerance stated in Schedule A, valued in accordance with Section 6, except to the extent caused by inaccurate Customer data, concealed defects, or causes beyond Provider's reasonable control.

2.5 Title and security interest. Title to the Goods remains with Customer at all times. Provider holds the Goods as bailee and acquires no ownership interest, but may assert any warehouse lien available under applicable law for unpaid, undisputed charges relating to the Goods.

3. Fulfillment and Transportation

3.1 Order fulfillment. Provider will pick, pack, and ship orders in accordance with the order processing standards and cut-off times stated in Schedule A.

3.2 Carrier selection. Provider will arrange transportation using the carriers and service levels stated in Schedule A, or as reasonably selected by Provider where Customer has not specified, and will tender Goods to carriers in a manner consistent with the carriers' requirements.

3.3 Shipping documentation. Provider will prepare accurate shipping documentation based on the data Customer provides, including bills of lading, packing lists, and required export or customs documents where the Services include international shipment.

3.4 Delivery. Risk of loss for Goods in transit passes in accordance with the applicable carrier terms and the delivery terms stated in Schedule A. Provider is responsible for loss or damage occurring while the Goods are in Provider's custody at its facility.

3.5 Returns. Where the Services include returns processing, Provider will receive, inspect, and disposition returned Goods in accordance with Schedule A and Customer's returns policy.

4. Performance Standards

4.1 Service levels. Provider will perform the Services in accordance with the key performance indicators and service levels in **Schedule B (Service Levels)**, which may include order accuracy, on-time shipment, receiving turnaround, and inventory accuracy.

4.2 Measurement and reporting. Provider will measure its performance against each service level and provide Customer a written performance report at the intervals stated in Schedule B, with reasonable supporting data.

4.3 Corrective action. For any material or repeated service level failure, Provider will, at no additional charge, investigate the root cause and provide a written corrective action plan, then implement it diligently.

4.4 Service credits. Where Schedule B provides for service credits, Customer is entitled to those credits for a service level failure. Service credits are an agreed incentive mechanism and not Customer's exclusive remedy for a failure that also constitutes a material breach.

5. Charges and Payment

5.1 Charges. Customer will pay the charges stated in **Schedule C (Rate Card)**, which may include storage, handling, pick-and-pack, transportation, accessorial, and value-added service fees. Unless Schedule C says otherwise, charges are stated in **[CURRENCY]** and are exclusive of taxes and pass-through carrier charges.

5.2 Pass-through charges. Provider may pass through actual carrier freight, fuel surcharges, duties, and similar third-party charges, with supporting documentation on request.

5.3 Invoicing and payment. Provider will invoice Customer **[WEEKLY / MONTHLY / AS STATED IN SCHEDULE C]**. Customer will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date.

5.4 Disputed charges. Customer will pay all undisputed amounts on time and will notify Provider in writing of any disputed amount within **[NUMBER]** days of the invoice date. The Parties will resolve disputed amounts in good faith.

5.5 Late payment and lien. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law. Provider may exercise any warehouse or carrier lien available under applicable law for unpaid, undisputed charges, subject to the notice requirements of that law.

5.6 Taxes. Customer is responsible for all sales, use, and similar taxes arising from the Services, except taxes based on Provider's net income.

6. Loss, Damage, and Liability for Goods

6.1 Provider's care. Provider will exercise reasonable care in the custody and handling of the Goods. Provider is liable for loss of or damage to the Goods while in its custody to the extent caused by Provider's failure to exercise reasonable care.

6.2 Valuation and limit. Unless the Parties agree in writing to a higher declared value and a corresponding charge, Provider's liability for loss of or damage to Goods is limited to the lesser of Customer's actual cost of the affected Goods or **[e.g. \$0.50 per pound or the amount stated in Schedule C]**. This valuation limit reflects the charges and the Parties' allocation of risk and does not apply to loss caused by Provider's gross negligence or willful misconduct.

6.3 Claims. Customer must give Provider written notice of any claim for loss or damage within **[NUMBER, e.g. 30]** days after Customer discovers or should have discovered the loss, and must file any suit within the period required by applicable law. Failure to give timely notice bars the claim to the extent Provider is prejudiced.

6.4 Excluded causes. Provider is not liable for loss or damage caused by inherent vice of the Goods, inadequate packaging or labeling by Customer, inaccurate Customer data, acts of the carrier in transit, or events beyond Provider's reasonable control.

7. Insurance

7.1 Provider insurance. Provider will maintain, at its expense, commercial general liability, warehouse legal liability or bailee coverage, workers' compensation, and automobile liability insurance in the amounts stated in Schedule A or otherwise commercially reasonable for the Services.

7.2 Customer insurance. Customer is responsible for insuring the full value of its Goods against loss or damage, and will look first to its own cargo or property insurance for any loss, except to the extent the loss is covered by Provider's liability under Section 6.

7.3 Certificates and waiver. Each Party will provide certificates of insurance on request. To the extent of insurance actually carried, each Party waives subrogation against the other for insured losses, except for losses caused by gross negligence or willful misconduct.

8. Confidentiality and Data

8.1 Confidential Information. "Confidential Information" means non-public information disclosed by one Party to the other that is marked confidential or that a reasonable person would understand to be confidential, including pricing, volumes, customer lists, and order data.

8.2 Obligations. The receiving Party will use Confidential Information only to perform under this Agreement, protect it with at least reasonable care, and disclose it only to personnel and advisors who need it and are bound by comparable obligations.

8.3 Customer data. Customer owns all order, inventory, and customer data provided to or generated by Provider on Customer's behalf. Provider may use such data only to perform the Services and will maintain reasonable safeguards to protect it.

9. Term and Termination

9.1 Term. This Agreement begins on the Effective Date and continues for an initial term of [NUMBER] year(s), after which it renews for successive [NUMBER]-year periods unless either Party gives written notice of non-renewal at least [NUMBER, e.g. 60] days before the end of the then-current term.

9.2 Termination for cause. Either Party may terminate on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 30] days after written notice describing the breach.

9.3 Termination for convenience. Either Party may terminate for convenience on [NUMBER, e.g. 90] days' prior written notice.

9.4 Removal of Goods. On termination, Customer will arrange to remove the Goods within [NUMBER, e.g. 30] days and pay all undisputed charges through removal. Provider will reasonably cooperate in an orderly transition of the Goods.

9.5 Survival. Sections 5 (for amounts accrued), 6, 7, 8, 10, and 11, and any others that by their nature should survive, survive termination.

10. Indemnification and Limitation of Liability

10.1 By Customer. Customer will defend and indemnify Provider against third-party claims arising from the nature of the Goods, inaccurate Customer data, Customer's instructions, or Customer's breach of this Agreement, subject to Section 10.4.

10.2 By Provider. Provider will defend and indemnify Customer against third-party claims arising from Provider's negligence, willful misconduct, or breach of this Agreement, subject to Section 10.4.

10.3 Procedure. The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation.

10.4 Limitation of liability. Except for indemnification obligations, breach of confidentiality, and a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and Provider's liability for loss of or damage to Goods is governed by Section 6.

11. General Provisions

11.1 Independent contractors. The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

11.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

11.3 **Dispute resolution.** Before filing suit, the Parties will attempt in good faith to resolve any dispute through senior-management discussion within [NUMBER] days of written notice. [OPTIONAL: arbitration clause — discuss with counsel.]

11.4 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

11.5 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

11.6 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, including labor disputes, transportation disruptions, and natural disasters, provided it gives prompt notice and uses reasonable efforts to mitigate.

11.7 **Entire agreement; amendment.** This Agreement, together with its Schedules, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

11.8 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

11.9 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CUSTOMER

PROVIDER

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE]

Title: [TITLE]

Date: _____

Date: _____

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