



## Services Agreement

This master services agreement (“Agreement”) is made [18/02/2022] (“Effective Date”) between:

- (1) **SJ Henderson Fulfilment Ltd**, a company registered in Northern Ireland (NI660195), with registered company address at 10 Nicholsons Road, Kilkeel, Newry, County Down, Northern Ireland, BT34 4JN (“SJ Henderson”); and
- (2) **AGEO WHOLESALE UK LIMITED**, Windsor House, 26 Mostyn Avenue, Llandudno, United Kingdom, LL30 1YY (“Client”).

SJ Henderson and Client together are the “Parties”.

### RECITALS

SJ Henderson accepts goods for warehousing, picking, packing, order fulfilment, carriage, distribution and other services subject to the terms of this Agreement; and

Client desires to engage SJ Henderson to perform such services.

**NOW IT IS AGREED** as follows:

#### 1. Definitions

In this Agreement the following words shall have the following meanings:

“Data Protection Law” means all applicable laws, rules and regulations, including without limitation, the General Data Protection Regulation 2016/679, relating to the protection of Personal Data.

“Fees” means the fees for Services set out at Appendix 2;

“Personal Data” means any information that, alone or in combination with other data, could be used to identify an individual;

“Services” means storage, warehousing, order processing, picking, packing, dispatch and tracking services to be provided by SJ Henderson under this Agreement together with any other services which SJ Henderson provides or agrees to provide to the Client;

“Service Levels” means the service levels that SJ Henderson is required to achieve when providing the Services, as set out at Appendix 1; and

“Service Level Credits” shall mean the credits payable for Service Level defaults as set out at Appendix 1;

“Service Level Defaults” shall mean when SJ Henderson’s performance of a specific Service Level fails to meet the applicable Minimum Service Level as set out at Appendix 1;

“SJ Henderson Facilities” means the warehouse located at 10 Nicholsons Road, Kilkeel, Newry, County Down, Northern Ireland, BT34 4JN.

## **2. Services**

- 2.1 SJ Henderson shall provide the Services to Client for the Fees subject to the provisions of this Agreement.
- 2.2 SJ Henderson will receive and store goods on the Client's behalf and will prepare such goods for shipment directly to the Client's customers ("Customers") upon instructions by the Client. SJ Henderson will receive and process Customer exchanges and returns.
- 2.3 In respect of each new Service required by Client, SJ Henderson and Client shall agree on a quote (i) setting out the Services to be performed by SJ Henderson, any specifications and the Fees payable; and (ii) incorporating the terms and conditions of this Agreement which shall govern the provision of the Services by SJ Henderson for Client (“**Order**”).
- 2.4 SJ Henderson will use reasonable endeavours to provide the Services and will perform with reasonable care and skill and in accordance with generally recognised commercial practices and standards, and where applicable in accordance with the Service Levels detailed at Appendix 1.
- 2.5 If SJ Henderson fails to achieve any Service Levels, SJ Henderson shall, as soon as reasonably practicable, (i) perform a root-cause analysis to identify the cause of such failure, (ii) provide Customer with a report detailing the cause of, and procedure for correcting, such failure, and (iii) upon Customer’s approval of such procedure, implement such procedure.
- 2.6 SJ Henderson will provide regular reports, including tracking details and stock deduction (as appropriate), to Client on dispatched goods.
- 2.7 SJ Henderson personnel will be available to provide support and account management services Monday to Friday from 7am to 5pm, excluding public holidays in Northern Ireland.
- 2.8 SJ Henderson shall provide the Services from the SJ Henderson Facilities.
- 2.9 SJ Henderson shall be free to use such subcontractors or agents as it may at its absolute discretion choose to appoint.
- 2.10 SJ Henderson shall at all reasonable times during this Agreement allow the Client, or its representatives, access by prior appointment to SJ Henderson Facilities in order to examine, inspect and count all or any of the Client’s goods warehoused there.
- 2.11 With respect to Client’s goods stored at SJ Henderson Facilities, title to such goods shall at all times remain with the Client. All goods and documents in the possession, custody and control of SJ Henderson or its agents shall be subject to a general lien for undisputed Fees payable at any time, in respect of the Services provided by SJ Henderson. If the undisputed Fees are not paid within twenty-one (21) days after a notice in writing by SJ Henderson to Client, SJ Henderson is entitled to sell or dispose of the goods and the proceeds of sale shall be applied in satisfaction of costs and expenses of the sale or disposal and the undisputed Fees due to SJ

Henderson and such sale or disposal (as the case may be) shall be a full discharge of any liability of the Company in respect of such Goods. In the event that the proceeds of sale are insufficient to satisfy all undisputed Fees due to SJ Henderson, SJ Henderson shall be entitled to recover from Client all undisputed Fees which remain outstanding.

- 2.12 SJ Henderson does not accept any of the following goods for storage, fulfilment or dispatch and no liability shall arise in respect of them to the Client:
- 2.12.1 goods which are, or may become, dangerous, hazardous, noxious, explosive, radioactive or damaging to itself or other property;
  - 2.12.2 firearms, living organisms, cash, frozen or perishable food;
  - 2.12.3 goods prohibited by law or regulation of any government or public authority of any jurisdiction where the goods are carried;
  - 2.12.4 goods which SJ Henderson deems unsafe or not in a suitable condition for storage or packing or otherwise unsuitable for the Services offered by SJ Henderson; and
  - 2.12.5 goods tendered by Client which do not conform to the description or specification as provided in an Order or otherwise agreed by SJ Henderson.
  - 2.12.6 goods on which Client has not paid all applicable duties, levies, taxes or other similar governmental or statutory requirement in connection with the import, export and/or delivery of such goods.
- 2.13 Should Client nevertheless provide any such goods to SJ Henderson to handle or deal with, Client will be liable for all loss or damage caused in connection with such goods and will indemnify SJ Henderson against all losses, damage, liabilities, costs, claims and expenses arising in connection with such goods and such goods may be destroyed or otherwise dealt with at SJ Henderson's sole discretion, so long as the goods are in the custody or under the direction of SJ Henderson.

### **3. Client Obligations**

- 3.1 Client represents, warrants and agrees that:
- 3.1.1 it is either the owner of the goods or has lawful possession of the goods and all right and authority to store them with SJ Henderson and to direct the release and/or delivery of the goods to Customers;
  - 3.1.2 all goods are appropriately marked and packed for storage and handling by SJ Henderson;
  - 3.1.3 all information provided to SJ Henderson to perform the Services, including Customer orders and delivery details, is accurate, true, complete and provided in the specified and correct format;
  - 3.1.4 title in goods will not pass from Client, or legal owner of the goods where Client is an agent, until delivery;
  - 3.1.5 it is the importer of record in relation to its goods and SJ Henderson is not the importer; it will obtain all necessary import or export licences or permits; it will pay all necessary duties, levies or taxes to which goods are liable on entering or leaving any country; and it will comply with all statutory, regulatory and policy rules and reporting requirements relating to the import, export or movement of its goods (including, but not limited to, Trader Support Service registration and reporting as required by the UK Government).

- 3.1.6 comply with all laws and regulations affecting manufacture, sale, packaging and labelling of its goods.
- 3.2 Client shall make available all of its Customer orders in a format and manner as directed by SJ Henderson and shall permit access by SJ Henderson systems to Client systems for the sole purpose of accessing such orders.
- 4. Pricing and Payment**
- 4.1 Client shall pay the Fees for the Services set out at Appendix 2, as updated from time to time in accordance with section 4.6 below.
- 4.2 SJ Henderson shall issue invoices for Services every two weeks in arrears and SJ Henderson shall have the right to request an amount by way of deposit.
- 4.3 Client shall pay each invoice in full via direct debit on the due date noted on each invoice, or, in the case of a deposit request by SJ Henderson, Client shall pay such deposit immediately and in advance of Services being performed.
- 4.4 In the event Client fails to pay on the due date, SJ Henderson has:
- 4.4.1 the statutory right to charge costs and interest on late payments as provided in the Late Payment of Commercial Debts (Interest) Act 1998;
  - 4.4.2 the right to suspend the provision of Services until all Fees due are paid; and
  - 4.4.3 the right to enforce the lien as detailed above at section 2.11.
- 4.5 Client shall not have the right to set-off or counterclaim against SJ Henderson in order to justify withholding payment of any amount in whole or in part.
- 4.6 SJ Henderson shall have the right from time to time to increase Fees for various reasons including, without limitation, to take account of changes to the Services requested by Client in the original Order, in line with inflation according to the CPI index, or for increases in costs of performing Services (e.g. raw materials, postal or freight costs, labour or third party SJ Henderson costs).
- 5. Term and Termination**
- 5.1 This Agreement shall be for the agreed minimum period set out at Appendix 3 ("Initial Term"). The Initial Term will be renewed automatically for periods of the same duration of the Initial Term ("Renewal Term"), unless either party provides written notice of non-renewal at least [30] days prior to the end of the then-current term. SJ Henderson must provide written notice of any renewal price increase at least [45] days prior to commencement of the Renewal Term.
- 5.2 In the event Client wishes to terminate this Agreement for convenience and without cause at any point after the Initial Term, Client shall provide at least sixty (60) days written notice to SJ Henderson and pay early termination charges which shall be equal to the amount of monthly rental charges and administration charges payable for the remainder of the Renewal Term, and in no event, will Client be entitled to terminate in accordance with this section 5.2 during the Initial Term.

- 5.3 SJ Henderson may terminate this Agreement immediately upon the occurrence of any of the following events:
- 5.3.1 Client fails to pay any amount due by the due date;
  - 5.3.2 Client is in material or persistent breach of any section of this Agreement and the breach, if capable of remedy, has not been remedied within 30 days after receipt by Client of a SJ Henderson notice requiring remediation of the breach; and
  - 5.3.3 Client is subject to insolvency or bankruptcy or is otherwise unable to pay its debts.
- 5.4 Upon termination, Client shall pay all sums due, including those on a final invoice provided by SJ Henderson to settle and close the account; and ensure that all goods owned by Client are removed from SJ Henderson Facilities. In the event that Client's goods are not removed from SJ Henderson Facilities within seven (7) days, SJ Henderson is entitled to dispose of such goods at Client's cost.

## **6. Confidentiality and Data Protection**

### **6.1 Confidential Information**

- 6.1.1 Each Party ("Receiving Party") shall keep the confidential information of the other Party ("Disclosing Party") confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party shall only use the confidential information of the Disclosing Party for performing the Receiving Party's obligations under the Agreement. The Receiving Party shall inform its officers, employees, agents and subcontractors of the Receiving Party's obligations under the provisions of this section 6, and ensure that the Receiving Party's officers, employees, agents and subcontractors meet the obligations.
- 6.1.2 The obligations of section 6.1.1 shall not apply to any information which:
- 6.1.2.1 was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Disclosing Party;
  - 6.1.2.2 is, or becomes, publicly available through no fault of the Receiving Party;
  - 6.1.2.3 is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
  - 6.1.2.4 was developed by the Receiving Party (or on its behalf) who had no direct access to, or use or knowledge of the confidential information supplied by the Disclosing Party; or
  - 6.1.2.5 is required to be disclosed by order of a court of competent jurisdiction.
- 6.1.3 This section 6 shall survive termination of this Agreement.

### **6.2 Data Protection**

- 6.2.1 Client will comply with its obligations under Data Protection Law in relation to all personal data sent to SJ Henderson and Client shall indemnify SJ Henderson in respect of any and all claims, demands, actions, liabilities, damages and expenses which SJ Henderson may suffer or incur as a result of Client's breach of any such legislation.
- 6.2.2 For the purposes of Data Protection Law, Client is the "data controller" and SJ Henderson is the "data processor". SJ Henderson only processes and retains personal data in accordance with Client's instructions and will only process personal data for the purpose of performing the Services.

- 6.2.3 SJ Henderson shall:
- 6.2.3.1 ensure that it has in place appropriate and proportionate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected;
  - 6.2.3.2 ensure that all personnel who have access to and/or process personal data are bound by contractual and/or statutory obligations to keep any personal data confidential,
  - 6.2.3.3 co-operate and assist the Client, at the Client's cost, in responding to any complaint, request, notice or communication ("third party request") from a Data Subject and in ensuring compliance with its obligations under the Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 6.2.3.4 provide such co-operation, assistance and information to the Client as may be reasonably required, without undue delay, to enable the Client to comply with any third party request or to complete any data protection impact assessment as reasonably required by the Client from time to time pursuant to the Data Protection Law;
  - 6.2.3.5 notify the Client within one working day of becoming aware of a Personal Data breach; and
  - 6.2.3.6 co-operate with and assist the Client in taking all reasonable measures that are required in response to any Personal Data breach, as reasonably requested by the Client, including to remedy or mitigate the effects of any Personal Data breach.
- 6.2.4 Upon completion of the Services the Client will provide SJ Henderson with instructions for the return or destruction of Client's Personal Data.

## **7. Limitation of Liability and Indemnity**

### **7.1 Limitation of Liability.**

- 7.1.1 SJ Henderson's total and aggregate liability, in contract, tort or otherwise arising, shall not exceed an amount equal to the Fees paid in the twelve (12) months immediately preceding any claim.
- 7.1.2 SJ Henderson shall not be liable for any loss or damage arising in the event of non-delivery due to incorrect address provided; or for failure to or delay in performing its obligations caused by any act or omission of the Client or any of its agents, subcontractors or employees; or arising out of circumstances that are beyond the reasonable control of SJ Henderson.
- 7.1.3 SJ Henderson shall not be liable to Client for any loss of profit, loss of revenue, loss of sale, loss of opportunity, loss of contract, business interruption, loss of information, loss of goodwill or reputation (in each case whether direct or indirect), nor for any indirect or consequential loss arising under or in connection with this Agreement.
- 7.1.4 The limitations and exclusions of liability shall not apply to death or personal injury caused by negligence of SJ Henderson or damage or liability incurred by Client as a result of fraud or fraudulent misrepresentation by SJ Henderson.
- 7.1.5 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

7.2 Indemnity

7.2.1 Client shall indemnify and keep SJ Henderson indemnified from and against any damage, loss, liability, costs and expenses incurred by SJ Henderson arising directly or indirectly from Client's fraud, negligence, breach, failure or delay to perform any of its obligations under this Agreement or arising from the content of any of the Client's goods.

**8. Insurance**

8.1 Client goods are stored and dispatched by SJ Henderson at the entire risk of Client and SJ Henderson accepts no liability for loss or damage to the goods however such damage may be caused. Client shall bear full responsibility for insuring its own goods. SJ Henderson shall maintain insurance in respect of SJ Henderson Facilities and its normal business activities.

**9. General provisions**

9.1 Entire Agreement. This Agreement, along with all appendices and other attachments hereto, is the entire agreement of the Parties and supersedes all previous and contemporaneous communications, representations, agreements or prior proposals regarding the subject matter hereof. No terms contained in any invoice or similar transactional document (other than an Order issued by SJ Henderson) shall be deemed to amend this Agreement.

9.2 Severability. If any provision (or part of a provision) of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable or illegal, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. If any invalid, unenforceable or illegal

9.3 No Waiver. The waiver by either Party of a breach or violation of any provision of this Agreement or any Order shall not constitute a waiver of any subsequent breach or violation hereof. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is address and to the circumstances for which it is given.

9.4 Force Majeure. Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to such Party's negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof.

9.5 Relationship of Parties. SJ Henderson is an independent contractor and not an employee, agent, joint venture, or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and either SJ Henderson or any employee, agent or subcontractor of SJ Henderson.

9.6 Third Party Rights. This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns).

9.7 Governing Law. This Agreement (including all Orders) shall be interpreted, construed and enforced in accordance with the laws of Northern Ireland. Each Party hereby agrees to submit

to the exclusive personal jurisdiction of the courts located Northern Ireland in the event of a dispute arising out of or under this Agreement.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date above.

**SJ Henderson Fulfilment Ltd**

**Signature**

By: \_\_\_\_\_

Print Name: STEPHEN HENDERSON

Title: DIRECTOR

Date: 21 FEBRUARY 2022

**Client: AGEO WHOLESALE UK LIMITED, Juan Martínez Cifuentes**

By: **Signature** \_\_\_\_\_

Print Name: Juan Martínez Cifuentes **JUAN MARTINEZ** \_\_\_\_\_

Title: DIRECTOR

Date: 21 FEBRUARY 2022

**Client: AGEO WHOLESALE UK LIMITED, Jose Piqueras-Ruiz**

By: **Signature** \_\_\_\_\_

Print Name: Jose Piqueras-Ruiz **JOSE PIQUERAS RUIZ** \_\_\_\_\_

Title: DIRECTOR

Date: 21 FEBRUARY 2022

## Appendix 1

### Service Level Calculations:

Service Level	Calculation
Inbound receipt to put-away	Total inbound quantity which have been put-away on time within a month / total inbound quantity received within a month x 100%
Pick accuracy	(Total units with shorts + total units wrong) / total units picked x 100%
Order fill rate	Total orders filled properly / orders received within the month x 100%
Goods inventory accuracy by location and units	locations counted in error / total located counted x 100%  units counted in error / total units counted x 80%
Damaged or lost goods inventory	Total damaged or lost quantity in a year / average yearly inventory of goods x 100%

### Service Credits:

Service Level	Assumptions	Minimum Service Level	Service Level Credit
Inbound receipt to put-away	<p>same working day if cargo received before 12pm</p> <p>Next working day if cargo received after 12pm</p> <p>Maximum 30 standardized pallets; if number of pallets exceeds 30, additional ones roll over to the next day</p>	99%	<p>1.0%</p> <p>See note below</p>
Pick accuracy	Only based on Client's Customer complaints received within one (1) month after date when carrier picks up order from dispatch location	99%	<p>1.0%</p> <p>See note below</p>
Order fill rate	N* + 0 working day if orders drop before 10am	99%	<p>1.0%</p> <p>See note below</p>

	<p>N* + 1 working day if orders drop at or after 10am</p> <p>* N = date of orders dropped</p>		
<p>Goods inventory accuracy by location and units</p>	<p>Inventory is considered accurate if it meets the following criteria:</p> <ol style="list-style-type: none"> <li>1. The quantity in the system = the quantity at physical location</li> <li>2. The location in system matches the physical location</li> </ol>	99%	<p>1.0%</p> <p>See note below</p>

**Note:**

**Service Level Credits will apply on a monthly basis as follows:**

**For each Service Level Default with respect to the applicable Service Level, SJ Henderson will credit the following monthly invoice by 1% of the Fees paid in the month in which the Service Level Default occurred.**

**Service Level Credits will be waived for the first ninety (90) days after commencement of the Services.**



## Appendix 2

### Fees

Service	Unit of Measure (UOM)	Unit price	Monthly Charge
Administration charge	Per month	£ 35 /week	£
Storage	per cubic metre	£ 3 /week	£
Freight	Per shipment	n/a	Based on actual shipments in month
Picking and packing fee	Per shipment	£1.90 per first pick £0.50 per pick thereafter	Based on actual shipments in month
Parcel in fee	Per import	£3 /pallet in and out £1.50 /parcel in	Based on actual import/export in month
Adhoc Labour	Per Hour	£25/hour	

**Appendix 3**

**Term**

[12 months]

-End-



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**Issuer** SJ Henderson Fulfilment Ltd

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**Parties involved with this document**

Document processed	Party + Fingerprint
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**Audit history log**

Date	Action
Mon, 21st Feb 2022 12:35:19 UTC	The envelope has been signed by all parties. (2.155.74.116)
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Mon, 21st Feb 2022 12:31:02 UTC	Juan Martinez Cifuentes signed the envelope. (2.155.74.116)
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Mon, 21st Feb 2022 11:31:30 UTC	Document emailed to grupomarpasi@gmail.com (35.177.181.119)
Mon, 21st Feb 2022 11:31:30 UTC	Sent the envelope to Juan Martinez Cifuentes (grupomarpasi@gmail.com) for signing. (109.147.225.245)
Mon, 21st Feb 2022 11:29:31 UTC	Jose Piqueras has been assigned to this envelope (109.147.225.245)
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