



SERVICE CONTRACT

signed in agreement with the Terms and Conditions of the **automated** application available in its up-to-date form on the <https://www.freetimeslot.com/terms> website, governing the relationship not in line with or as an addition to the terms of the Terms and Conditions,

by **[CLIENT'S COMPANY NAME]**

with registered office address:

[CLIENT'S REGISTERED OFFICE ADDRESS]

company number:

[CLIENT'S COMPANY NUMBER]

VAT number:

[CLIENT'S VAT NUMBER]

represented by:

[CLIENT'S REPRESENTATIVE]

hereinafter referred to as '**Client**'

and

by **Automated Supply Chains Ltd.**

with registered office address:

Third Floor, 207 Regent Street, W1B 3HH London,
United Kingdom

company number:

08590745

VAT number:

GB176144796

represented by:

Mr. Domonkos NYÁRI

hereinafter referred to as '**Service provider**'

hereinafter mutually referred to as '**Parties**', on the below mentioned date and place, with the following conditions:



1. Terms of use

Parties agree that the form and nature of the Services provided may change over time, therefore Service provider commits to inform Client and its partners (including but not limited to carriers, freight forwarders, clients, suppliers) using the Services at the latest 15 calendar days before the implementation of such changes.

2. Service fees

Time slot booking related fees:

As per Client’s decision, service fees are payable to Service provider either by Client or the respective partner of Client using the Services. In case of a standalone use, the number of bookings is calculated, while if bookings are based on transport orders sent by file upload or B2B interface, the number of transport orders is taken into consideration. Transaction-based service fees are calculated per transaction.

If service fees are paid by Client:

Number of bookings per month (at all CLIENT’S COMPANY NAME sites combined)*	Price per booking (EUR, excluding VAT)
0-500	TBD
501-1,000	TBD
1,001-1,500	TBD
1,501-2,000	TBD
2,001-2,500	TBD
2,501-5,000	TBD
5,001-10,000	TBD
10,001-15,000	TBD
15,001-25,000	TBD
25,001-50,000	TBD

If time slot booking related service fees are paid by Client’s partners:

In case – as per Client’s decision – Client’s partners using the Services pay for the transactions in the **automated** application, the cost of such bookings is 0.60 EUR + VAT per booking.

The above service fees are independent of the number of users, sites and schedules in Client’s **automated** account.

Daily, weekly, monthly reports e-mailed to Client on transactions, user guides and trainings via screen sharing are provided to Client free of charge.

Transport order processing fees:



Free of charge.

Spot transport order processing fees:

1% of the winner carrier's quoted price, payable by the shipper.

SMS related fees:

Monthly lump sum fee of the SMS communication via the application between the site/shipper and its partners (or their drivers): 25 EUR + VAT.

SMS-sending between the site/shipper and its partners (or their drivers): 0.25 EUR + VAT per SMS.

Fees are charged in EUR.

Fees exclude VAT.

3. Invoicing, terms of payment

Parties agree on monthly post-payment for the Services with a payment term of 30 calendar days from the date of invoice, via bank transfer.

Invoicing schedule: monthly.

Invoice format: electronic invoices (PDF attachments sent via e-mail).

In case Client's partners using the Services pay for the transactions in the **automated** application, they have to pay for their credits in advance, by credit card (in the application) or by bank transfer.

Service provider's bank information:

Owner of the bank account: Automated Supply Chains Ltd.

Bank: Deutsche Handelsbank

IBAN: DE22700111106050501157

SWIFT: DEKTDE7GXXX



4. Late payment

In case of late payment Service provider applies a late payment fee of 1/365 of the prevailing basic interest rate of the Bank of England for each day of late payment.

5. Term of the Contract

The present Contract between Parties enters into force on [DATE] and is valid for an indefinite period.

6. Termination

The present Contract may be terminated by either Party with 30 days' notice, in written form, duly communicated to the other Party.

7. Jurisdiction

In case of violation of the terms of the present Contract, Parties are liable according to the laws of England.

8. Modification of the terms

Parties agree that any part of the terms of the present Contract may be changed only by mutual written agreement of the Parties.



The Parties signed the present Contract after reading and understanding it. By signing the Contract the Parties declare that its content corresponds to their will in its entirety.

The present Contract consists of five pages, was prepared in two identical copies, one copy corresponding each Party.

London, [DATE]

.....
[CLIENT'S COMPANY NAME]
Represented by:
[NAME]
[POSITION]

.....
Automated Supply Chains Ltd.
Represented by:
Mr. Domonkos NYÁRI
CEO