



ZERO^o
DEGREES LOGISTICS

SERVICE LEVEL AGREEMENT

ZERO DEGREES LOGISTICS PTY LTD

SERVICE LEVEL AGREEMENT

Last updated: 15 February 2024

1) Introduction

- a) Company Overview:
Zero Degrees Logistics, henceforth referred to as "ZDL," stands as a prominent logistics entity dedicated to surpassing industry standards. Established with a commitment to excellence, ZDL has solidified its position as a leading logistics provider, specializing in the transportation of frozen, chilled, and dry goods.

2) Core Attributes of ZDL:

- a) Reliability: ZDL is synonymous with reliability, ensuring the safe and efficient transportation of goods in optimal conditions.
- b) Expertise: Backed by a team of logistics experts, ZDL possesses the knowledge and experience to meet the diverse needs of clients.

3) Mission Statement:

- a) "At Zero Degrees Logistics, our mission is to redefine logistics through unwavering commitment to quality, innovation, and client satisfaction. We strive to set new benchmarks in the transportation of temperature-sensitive goods."

4) Service Scope:

- a) ZDL's service offerings are characterized by versatility and comprehensiveness, encompassing a wide array of supply chain solutions.

5) Specialized Services:

- a) Temperature-Controlled Storage: ZDL takes pride in state-of-the-art facilities tailored for maintaining precise temperature conditions, ensuring the integrity of goods throughout the storage period.
- b) Staffing Solutions: ZDL provides staffing solutions that align with the unique demands of the logistics industry, ensuring a seamless and efficient workforce.
- c) Pick-packing: Our pick-packing services are designed to streamline order fulfillment, enhancing operational efficiency for our clients.

6) Geographical Coverage:

- a) ZDL extends its services across various geographical domains, including:
- i) Local Operations: Serving immediate regions with a focus on swift and localized logistics solutions.
- ii) Regional Presence: ZDL extends its reach to cover broader regional areas, ensuring comprehensive logistics support.
- iii) Interstate Logistics: With a robust network, ZDL caters to interstate logistics needs, facilitating seamless goods transportation across state borders.

7) Commitment to Excellence:

- a) ZDL is dedicated to upholding the highest standards in every facet of its operations. Our commitment to excellence is reflected in our ability to adapt to evolving industry dynamics and consistently deliver unparalleled logistics solutions.

8) General Terms and Conditions

- a) Disclaimer:

By engaging with Zero Degrees Logistics (ZDL) services, users implicitly agree to the following terms and conditions:

b) **Limitation of Liability:**

Direct, Indirect, or Consequential Damages: ZDL shall not be held liable for any direct, indirect, or consequential damages arising from errors or the use of information available on its platforms. Users acknowledge that they use ZDL's services at their own risk.

9) Service Modifications:

a) **Correction of Errors:**

ZDL reserves the right to correct errors and make modifications to its services at any time without prior notice. While ZDL strives to provide accurate and up-to-date information, users are encouraged to verify critical details independently.

10) Governing Law and Jurisdiction:

The following terms govern any claims and disputes related to ZDL's services:

a) **Legal Framework:**

Applicable Laws: Claims and disputes related to ZDL's services are exclusively governed by the laws of New South Wales, Australia, where ZDL's primary operations are conducted.

b) **Jurisdiction:**

i) **Exclusive Local Courts:**

All parties involved in any claims or disputes agree to submit exclusively to the jurisdiction of the local courts where ZDL operates. This ensures a fair and efficient resolution process tailored to the local legal framework.

ii) **Harmony with Local Laws:**

Adherence to Local Laws: ZDL operates with due respect to local laws and regulations, and users are expected to comply with the applicable legal frameworks in the regions where ZDL provides its services.

11) Mutual Understanding:

a) **Consensual Agreement:**

By utilizing ZDL's services, users acknowledge the consensual agreement to resolve any disputes or claims through the designated local courts. This approach ensures a fair and transparent legal process aligned with the local legal system.

12) Quality of Service

a) **Operational Hours:** At Zero Degrees Logistics (ZDL), our commitment to excellence extends to our operational hours:

13) Continuous Service:

a) **24/7 Operations:** ZDL operates around the clock, 24 hours a day, 7 days a week. This includes holidays, ensuring an uninterrupted and reliable supply chain for our clients.

14) Timely and Reliable Supply Chain:

a) **Consistent Availability:** ZDL's constant operational presence is designed to provide clients with a dependable and timely service. Whether day or night, our teams are ready to meet your logistics needs.

15) Customer Focus:

- a) ZDL places paramount importance on understanding and meeting our customers' needs:
- b) **Customer-Centric Approach:**

- i) Emphasis on Service: ZDL adopts a customer-centric approach, placing a strong emphasis on providing unparalleled service to our clients.

16) Exceeding Expectations:

- a) Customer Satisfaction: Our dedicated and professional team is committed to not only meeting but exceeding customer expectations. We understand that exceptional service is the cornerstone of a successful partnership.
- b) Responsive Solutions:
 - i) Efficient Problem Resolution: ZDL is proactive in addressing customer concerns and queries. Our goal is to provide efficient and effective solutions, ensuring a smooth and satisfactory experience for our clients.
- c) Continuous Improvement:
 - i) Feedback Integration: ZDL values customer feedback as a crucial component for continuous improvement. We actively seek input from our clients to enhance our services and tailor them to their evolving needs.

17) Packing, Loading, and Unloading/Delivery

- a) Zero Degrees Logistics is not responsible for packing unless requested in writing by you.
- b) If Zero Degrees Logistics is required to pack, load, or unload Goods, it is at your risk, and while all care is taken, no liability is accepted.
- c) Delivery is deemed complete if a signed receipt or delivery docket is obtained at the delivery address.
- d) If delivery is not taken, Zero Degrees Logistics may store the Goods without notice, constituting delivery, and you shall reimburse

for any storage costs incurred.

18) Insurance

- a) Zero Degrees Logistics has no obligation to insure the Goods, unless agreed otherwise in writing

19) Lien

- a) Goods are held by Zero Degrees Logistics subject to a general lien for moneys due for services rendered and under this Contract. If a lien remains unsatisfied within seven (7) days of notice, Zero Degrees Logistics may, at its discretion, sell the Goods, applying the proceeds to satisfy the lien and related charges, with any surplus accounted to you.

20) Dangerous or Frail Goods etc.

- a) Before providing Services, you shall provide full details of any dangerous Goods or frailty affecting the method of service provision. Zero Degrees Logistics may, for reasonable cause, refuse to carry out any service or part thereof.
- b) Perishable Goods may be disposed of or destroyed at your expense if deemed objectionable, unwholesome, or a source of danger or contamination by Zero Degrees Logistics.

21) Indemnity

- a) You agree to indemnify and hold Zero Degrees Logistics harmless from and against: (a) any loss or damage to our property or any third-party's property arising from the carriage of the Goods, except for normal wear and tear and unless the loss or damage was due to our fault; (b) any loss, damage, claim, or expense arising from your breach of this Contract or your inaccurate description or

advice regarding the weight or other qualities or characteristics of the Goods.

22) Storage

- a) If the Services include non-temporary or incidental storage by Zero Degrees Logistics, it will be at our discretion. Goods may be stored at any place and at any time and may be removed from any place stored to any other place.
- b) You are responsible for insuring the Goods, and we will not affect any such insurance unless on your prior written instructions and at your sole expense.

23) The foregoing terms and conditions apply mutatis mutandis to storage.

- a) Cold Storage Transport
 - i) If the Services involve cold storage transport, Zero Degrees Logistics shall adhere to industry best practices for the preservation and transportation of temperature-sensitive goods.
 - ii) Zero Degrees Logistics will maintain cold storage facilities at appropriate temperatures, ensuring the integrity and quality of perishable goods during transportation.
 - iii) All equipment and vehicles used for cold storage transport will be regularly inspected, calibrated, and maintained to meet industry standards and regulatory requirements.
 - iv) In the event of a temperature deviation or equipment malfunction during cold storage transport, Zero Degrees Logistics will take immediate corrective action to minimize any potential impact on the quality of the goods.

24) Delivery Process

- a) Zero Degrees Logistics will process the delivery of Goods in accordance with the agreed-upon schedule, ensuring timely and efficient transportation.
- b) The delivery process includes loading, transportation, unloading, and any other relevant steps necessary for the safe and secure transportation of the Goods.
- c) Zero Degrees Logistics will provide you with regular updates on the status of the delivery, including any unforeseen delays or issues that may arise during transit.
- d) In the event of any damage or loss during the delivery process, Zero Degrees Logistics will follow an established claims process to address and resolve such incidents promptly.

25) Confidentiality

- a) Data Handling:
 - i) At Zero Degrees Logistics (ZDL), the confidentiality of your information is our top priority
- b) Stringent Confidentiality Measures:
 - i) Non-Disclosure Commitment: ZDL is committed to maintaining the confidentiality of any information obtained during the provision of our services.
- c) Protection of Confidential Information:
 - i) No Third-Party Disclosure: ZDL will not, under any circumstances, disclose confidential information to third parties without explicit consent from the client.
- d) Data Security Measures:
 - i) Secure Handling: ZDL employs robust data handling practices to ensure the security and confidentiality of all sensitive information.

26) Assignment and Nomination:

- a) ZDL recognizes the importance of flexibility in service delivery:

27) Assignment Possibilities:

- a) Flexibility for Efficiency: ZDL reserves the right to assign or transfer its rights and obligations under this agreement. This includes the option to nominate a suitable entity to carry out specific aspects of the service provision.

28) Client Consideration:

- a) No Detriment to Clients: In cases of assignment or nomination, ZDL ensures that such actions will not result in any detriment to the client. The objective is to maintain the efficiency and quality of service provision.

29) Termination of Service

- a) Notice Period:
 - i) ZDL values transparency and flexibility in our partnership:

30) Mutual Termination Option:

- a) Thirty-Day Notice: Either party has the right to terminate services by providing a minimum of 30 days' notice. This allows for a smooth transition and the opportunity to make alternative arrangements.

31) Refunds:

- a) ZDL maintains a transparent policy regarding service termination:

32) Non-Refundable Termination:

- a) No Refunds: Upon the termination of services, ZDL does not issue refunds. This policy is in place to ensure clarity and consistency.

33) Electronic Communication

- a) Communication Methods:
 - i) At Zero Degrees Logistics (ZDL), we prioritize efficient and secure communication:
- b) Agreed Communication Channels:
 - i) Mutual Agreement: The involved parties mutually agree to communication methods, including but not limited to email, instant messaging, and other electronic means.

34) Web Security:

- a) ZDL emphasizes the importance of secure electronic communication:

35) User Responsibility:

- a) Ensuring Security: Users are responsible for ensuring the security of electronic communication. This includes implementing appropriate safeguards such as secure passwords, encryption, and updated antivirus software.

36) Secure Data Transmission:

- a) Data Encryption: ZDL employs industry-standard encryption protocols to ensure the secure transmission of sensitive information during electronic communication.

37) Force Majeure

- a) Unforeseen Events:
 - i) ZDL acknowledges the unpredictability of certain events:
- b) Exemption from Liability:
 - i) Beyond Reasonable Control: ZDL shall not be held liable for any delays or failures in performance caused by events beyond its reasonable control. These may include but are not limited to acts of nature,

governmental actions, and unforeseen technical issues.

38) Complete Agreement

- a) Entire Agreement:
 - i) ZDL values transparency and clarity in its partnerships:

39) Comprehensive Understanding:

- a) Superseding Prior Agreements: These terms constitute the entire agreement between ZDL and the client, superseding any prior agreements, whether written or verbal.

40) Additional Terms:

- a) ZDL recognizes the diversity of services and content:

41) Service-Specific Terms:

- a) Possibility of Additional Terms: In addition to these general terms, specific services or third-party content may be subject to additional terms. Users are encouraged to review and adhere to these additional terms as applicable.

42) Agreement Unaffected by Unenforceable Term

- a) Validity:
 - i) ZDL maintains a commitment to contractual integrity:
- b) Preserving Validity:
 - i) Ensuring Enforceability: If any term within these agreements is deemed invalid or unenforceable, it does not affect the validity or enforceability of the remaining terms. The unaffected terms continue to be valid and enforceable.

43) Changes to Terms

- a) Modifications:
 - i) ZDL prioritizes transparency in its relationship with clients:
 - b) Transparent Modifications:
 - i) Right to Modify: ZDL reserves the right to make changes to these terms. Any modifications will be effective immediately upon posting on our platforms. Users are encouraged to regularly review these terms to stay informed of any updates.
-