

Supplier Contract #3

Supplier Information:

- Supplier Name: Greenfield Logistics LLC
- Contact Details:
 - Address: 789 Commerce Lane, Dallas, TX 75201
 - Phone Number: (214) 555-6543
 - Email: info@greenfieldlogistics.com
- Primary Contact Person:
 - Name: Michael Lee
 - Phone Number: (214) 555-8765
 - Email: mlee@greenfieldlogistics.com

Contract Details:

- Contract Number/ID: 2024-003-GFL
- Contract Start Date: September 1, 2024
- Contract End Date: August 31, 2025
- Contract Renewal Terms: This contract will automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least 45 days before the end of the current term.
- Termination Clauses: Either party may terminate this contract with 75 days' written notice, or immediately if there is a material breach by the other party.

Scope of Work:

- Description of Goods/Services Provided: Freight and logistics services, including warehousing and distribution.
- Specifications and Standards: Services must comply with ISO 28000 standards for supply chain security.
- Delivery Schedules: Weekly deliveries and distributions.
- Key Performance Indicators (KPIs): 97% on-time delivery rate, 99% inventory accuracy.

Pricing and Payment Terms:

- Pricing Structure:
 - Freight Services: \$500 per shipment
 - Warehousing: \$10 per pallet per month
 - Total Contract Value: \$800,000
- Payment Terms: Net 30 days from the date of invoice.
- Invoicing Procedures: Invoices to be submitted to finance@clientcompany.com on the 15th of each month.
- Discount Terms: 1.5% discount for payments made within 10 days of invoice date.

Performance Metrics:

- Service Level Agreements (SLAs): 97% on-time delivery, 99% inventory accuracy.
- Performance Reviews and Reporting Requirements: Bi-monthly performance reviews and monthly reports.
- Penalties for Non-Performance: 2% deduction from the monthly invoice for each percentage point below the SLA threshold.
- Incentives for Exceeding Performance: 1% bonus for each percentage point above the SLA threshold, up to 4%.

Compliance and Risk Management:

- Regulatory Compliance Requirements: Supplier must comply with all relevant DOT and FMCSA regulations.
- Risk Management Provisions: Supplier must maintain a risk management plan and provide a copy to the client upon request.
- Confidentiality Clauses: Supplier agrees to keep all confidential information private and not disclose it to third parties.

- Insurance Requirements: Supplier must maintain comprehensive logistics liability insurance coverage of at least \$3,000,000.

Amendments and Changes:

- Process for Contract Amendments: Amendments must be agreed upon in writing by both parties.
- Change Order Procedures: All changes must be documented and approved by both parties.
- Record of Any Amendments: All amendments will be recorded and attached as appendices to this contract.

Dispute Resolution:

- Dispute Resolution Mechanism: Any disputes will be resolved through mediation first, then arbitration if necessary.
- Jurisdiction and Governing Law: This contract is governed by the laws of the State of Texas.

Confidentiality and Intellectual Property:

- Confidentiality Agreements: Supplier agrees to sign a separate confidentiality agreement.
- Intellectual Property Rights: Any IP developed under this contract belongs to the client.
- Data Protection Clauses: Supplier must comply with all data protection laws and policies.

Termination Conditions:

- Conditions for Termination by Either Party: Either party may terminate the contract with 75 days' written notice or immediately if there is a material breach.
- Notice Period for Termination: 75 days written notice.
- Obligations Upon Termination: Supplier must return all confidential information and cease using any IP of the other party.

Warranties and Indemnities:

- Warranty Periods and Conditions: 12-month warranty on all logistics services provided.
- Indemnity Clauses: Supplier agrees to indemnify and hold harmless the client against any claims arising from Supplier's breach of this contract.

Force Majeure:

- Definition of Force Majeure Events: Includes natural disasters, war, acts of terrorism, and other events beyond control.
- Obligations of Parties During Force Majeure: Both parties must notify each other and take reasonable steps to mitigate the impact.

Appendices and Schedules:

- Appendix A: Pricing Schedule
- Appendix B: Detailed Specifications
- Appendix C: KPIs and SLAs

Signatures:

For the Supplier:

Michael Lee
Operations Manager
September 1, 2024
For the Client:

Emily White
Logistics Director
September 1, 2024