

APPENDIX IA
Depot Services

The Customer shall deliver to the Premises Containers (which may or may not be loaded with Cargo) and/or Equipment, and the Company shall provide deposit and storage facilities in respect of such Containers and/or Equipment. In particular, the Company shall:

1. ensure that the Premises are adequately equipped and maintained for Containers and/or Equipment;
2. ensure that Containers are:
 - (a) stored on paved and level ground;
 - (b) stacked only on corner posts; and
 - (c) handled by maintained equipment and all relevant safety procedures, regulations and laws are adhered to;
3. make available such Containers and/or Equipment to the Customer (or a shipper, consignee, road haulier, rail operator or other representative appointed by the Customer ("**Appointed Representatives**")) when instructed to do so by the Customer via the EDI system (or, where the EDI system is not available, via email) (where a Container and/or Equipment is to be made available to its Appointed Representatives the Customer shall issue a delivery order via the EDI system (or, where the EDI system is not available, via email));
4. maintain written records stating to whom Containers are released (including driver and Vehicle details);
5. in the event that any Container and/or Equipment delivered to the Company contains dunnage, rubbish or other packing material residue from previous cargo loads, remove and dispose of such (and the Company may charge the Customer for the same);
6. if instructed by the Customer, clean any Containers and/or Equipment, including dry sweeping and/or cold water washing prior to being made available to the Customer (or its Appointed Representatives);
7. at the time of delivery of Containers and/or Equipment from the Customer (or its Appointed Representatives) to the Company, or the release of Containers and/or Equipment from the Company to the Customer (or its Appointed Representatives), inspect (jointly with the party delivering to or picking up the Container and/or Equipment from the Premises) the Container and/or Equipment and complete an equipment receipt and inspection report ("**Inspection Report**"), which shall specify the conditions of the Container and/or Equipment and any damage, defects or similar issues noted at the time of such inspection;
8. provide copies of Inspection Reports to the Customer via the EDI system (or, where the EDI system is not available, via email), and the Company and the Customer shall be bound by the Inspection Report (and any person re-delivering or picking up any Container and/or Equipment on behalf of the Customer is deemed to be an appointed representative of the Customer);
9. maintain written records of all movements of Containers and/or Equipment within the Premises and, where requested by the Customer, shall such records shall be provided to the Customer via the EDI system (or, where the EDI system is not available, via email);
10. discharge or load from/to Vehicles from/to the Premises, and prepare interchange receipts (where required);
11. if instructed by the Customer, maintain an inventory of the Customer's seals, and maintain a written record of such seals supplied for export Containers;
12. provide security at the Premises, including a gate system;
13. if instructed by the Customer, ground or mount Containers;
14. in respect of any reefer Containers delivered to the Premises:
 - (a) plug and unplug reefer Containers, and provide electricity supply, attachment and detachment of gensets;
 - (b) provide appropriate computer equipment and software in order to download and print necessary data from reefer Containers datalogger and computer control system, provided that, if required, the Customer shall provide specific software to be used by the Company;
 - (c) monitor the temperatures of Cargo whilst full reefer Containers are at the premises in accordance with the Customer's written instructions and/or procedures;
 - (d) report any fault or malfunction to the Customer as soon as reasonably practicable upon discovery; and
 - (e) if instructed by the Customer, perform pre-trip inspections of reefer Containers in accordance with the Customer's written instructions and/or procedures before releasing reefer Containers to the Customer (or its Appointed Representatives).

APPENDIX IB

Maintenance and Repair Services

The Customer shall deliver to the Premise empty Containers and/or Equipment, and the Company shall provide maintenance and repair facilities and services in respect of such Containers and/or Equipment. In particular, the Company shall:

1. provide sufficient maintenance and repair capacity;
2. submit estimates and work orders via the EDI system (or, where the EDI system is not available, by email), to the Customer for maintenance and repair of Containers (excluding reefer Containers) and/or Equipment within twenty-four (24) hours of such Container and/or Equipment arriving at the Premises;
3. enter any Containers and/or Equipment scheduled for maintenance and repair into the EDI system (or, where the EDI system is not available, recorded electronically);
4. if instructed by the Customer in writing, carry out repairs on Containers and/or Equipment, including but not limited to all welding, paint, and foam work, in each case in accordance with the relevant approved work order and the written instructions and procedures provided by the Customer;
5. if requested by the Customer in writing, use reasonable endeavours to repair Containers and/or Equipment on a first-in/first-out (FIFO) basis;
6. provide tracking of any repairs via the EDI system (or, where the EDI system is not available, by email) in a format and at the times agreed with the Customer;
7. use reasonable endeavours to finalise any repairs of Containers and/or Equipment within fourteen (14) days;
8. for a period of six (6) months after re-delivery of any repaired Containers and/or Equipment to the Customer, guarantee against any defects in the repairs carried out which are due to defects in the materials used by the Company;
9. identify any other damage to Containers and/or Equipment not covered in any estimate or work order and notify the Customer of such damage within forty-eight (48) hours of its discovery;
10. if requested by the Customer in writing, provide:
 - (a) in respect of reefer Containers, pre-trip inspection ("PTI") forms duly completed and signed by the technician responsible for the repairs performed (which shall include the relevant Containers and/or Equipment unit numbers), and any reefer Container must pass such PTI tests before being labelled with a valid PTI sticker; and
 - (b) written confirmation of repairs that have been completed.
11. in respect of spare parts:
 - (a) use reasonable endeavours to provide all spare parts necessary to meet any work order approved by the Customer and maintain a stock of spare parts;
 - (b) provide a price list of Company-supplied parts, which is to be approved by the Customer within seven (7) days of receipt;
 - (c) [not to charge the Customer for the core value(s) of any reefer Container parts holding such core value(s) when acquired and supplied by the Contractor, and the Customer Line undertakes not to claim reimbursement for core value(s) from the part manufacturer(s) (for the purpose of this paragraph, "core value" shall mean the value assigned to a part that exceeds the actual price of the part which is deposited by the Company to the manufacturer and reimbursed by the manufacturer upon return of the part);]
 - (d) not use reconditioned parts, unless such parts are reconditioned by the original manufacturer only with an extended warranty and the use of such parts is expressly approved by the Customer in writing;
 - (e) [return core or warranty parts holding a core value and parts for reconditioning/repair to the original manufacturer as soon as possible, or at least on a monthly basis;]
 - (f) provide adequate storage facilities for any spare parts provided by the Customer; and
12. in respect of replaced defective parts:
 - (a) properly label and/or tag such parts with the relevant Container ID and unit serial number;
 - (b) if instructed by the Customer in writing:
 - (i) return such parts to the nearest suppliers' parts warehouse on a monthly basis; and
 - (ii) hold such parts for inspection by the relevant supplier's field service managers or dealers; and
 - (c) provide a report on a monthly basis on defective parts that have been replaced under the relevant work orders.