



Date: 27th May, 2023

This agreement ("Storage") is made by and between:

Engelmann Sensor GmbH
Rudolf Diesel Straße 24 28
69168 Wiesloch Baiertal
Germany

Hereinafter referred to as "**SERVICE SEEKER**"

and

Infinity Logistics F.Z.E

A company duly formed and registered under the laws of the Ajman, UAE, whose principal office is at Ajman Freezone, Gate 1 – Warehouse 34/35 hereinafter referred to as "**SERVICE PROVIDER**" for storage in facilities located in

JAFZA, W/H no: FA06,
Dubai UAE, United Arab Emirates

The SERVICE SEEKER and the SERVICE PROVIDER are hereinafter, collectively referred to as the "**Parties**" and each as a "**Party**".

Recitals

Whereas the SERVICE SEEKER is desirous of utilizing storage facility and the SERVICE PROVIDER is ready and willing to provide such services, in addition to the above; and

Whereas, the SERVICE PROVIDER has offered to provide the services in accordance with the terms and conditions set forth in this Agreement.

Now, therefore, the Parties agree as follows:

1. Definition: -

In this Agreement, words and expressions shall, unless the context otherwise requires, have the following meanings: -

"Services" means any required freight forwarding services as well as the warehousing services.

2. Scope of the Services: -

The SERVICE PROVIDER shall provide the Services in accordance with sound practice and diligence applicable to a service provider within the Freight Forwarding Industry and shall protect the interests of the SERVICE SEEKER in matters relating to the provision of the Services contained in the scope of work and rate structure and agrees to store all items in attached signed and stamped product list. The service is entitled for 3rd parties to enter and access the warehouse and remove stocked items for commercial use upon being authorized by the Service seeker.

3. The SERVICE PROVIDERS Obligations: -

The SERVICE PROVIDER shall provide storage facility for "Meters and other related spare parts" in their dedicated facility in Jebel Ali Free Zone.

Ensure that the goods are securely and properly packed in such condition as not to cause damage or injury or the likelihood of damage or injury to the property of SERVICE PROVIDER or to any other goods, whether by spreading of damp, infestation, leakage or the escape of fumes or substances or otherwise howsoever.

The SERVICE PROVIDER shall not be responsible for the deterioration of the products/goods in its custody because of the prolonged storage of the product/goods in the warehouse premises or when the cause of deterioration is not attributable to the SERVICE PROVIDER. However, SERVICE PROVIDER shall take all necessary measures to prevent any further harm and consult with SERVICE SEEKER as soon as possible to determine the further proceedings.

4. The SERVICE SEEKERS Obligations: -

The SERVICE SEEKER shall always:

Confirm 24 hours prior as to when the goods are arriving to be stored in SERVICE PROVIDER's warehouse before the delivery of the goods to the SERVICE PROVIDER.

Provide the SERVICE PROVIDER with all relevant information and documents about the nature of the goods and its properties, such that the product and handling can be managed safely and efficiently at the facility.

The contents of the consignment should be the same as those declared to Dubai Customs at the time of arrival to the SERVICE PROVIDER'S warehouse.

Abide by the prevailing security and access protocol requirements of SERVICE PROVIDER. These



may be required to change from time to time in response to specific / sensitive Ajman or Environmental, Health and Safety requirements.

The SERVICE SEEKER warrants and confirms that the SERVICE SEEKER has inspected the facility of SERVICE PROVIDER and is satisfied with the facility; and that the warehouse facility of SERVICE PROVIDER is suitable to store the goods of the SERVICE SEEKER and the space provided by SERVICE PROVIDER is convenient and proper for the storage of the goods.

The SERVICE SEEKER will not employ or offer to employ any SERVICE PROVIDER personnel, whilst under employment with SERVICE PROVIDER or within six months of the date on which any such personnel in question has left the employment of SERVICE PROVIDER, or within six months of the date on which this agreement was terminated without the prior consent of SERVICE PROVIDER.

Service SEEKER should ensure, goods are provided with respective DG Declaration where DG goods are concerned. SERVICE SEEKER should ensure all customs processes are as per Dubai /Ajman customs regulations. Restricted commodities or service lanes to be avoided by the service seeker. SERVICE SEEKER is responsible for the contents of the commercial invoice and the shipment. SERVICE SEEKER should ensure that all excesses and shortages are adjusted as per Dubai customs regulations.

SERVICE PROVIDER hereby confirms and agrees that the remuneration under the Annexure represents the entire amount the SERVICE PROVIDER is entitled to under this Agreement, provided that the SERVICE SEEKER does not require or request the SERVICE PROVIDER to undertake any Services not listed in this Agreement.

Upon expiry of one -year fixed period, the Parties may negotiate an adjustment of the remuneration stated under this Annexure for future assignments in good faith, provided that the remuneration does not adequately reflect the volume of the Services related to the management of the goods at the facility. In this respect, the Parties shall consider the following aspects:

- a) Handling becoming more difficult
- b) SERVICE SEEKERS preparation for delivery requirements change.

5. Liability and Limitation

In the case of claims for loss or damage to goods the SERVICE SEEKER shall arrange insurance to cover the goods against all risks to the full insurable value thereof.

All products stored for service seeker will be genuine brands and no fake products will be stored in service provider's facility.

For Excise cargo all duty, Excise tax and Vat should be pre-paid prior to cargo arrival at service provider's facility.

If service seekers cargo has expiry dates service seeker has to remove the cargo from service providers facility prior to expiry of cargo, if cargo is not removed all the charges related to destruction of cargo will be borne by the service seeker.

6. Effective Date

The effective date of this Agreement shall be 01/06/2023

7. Term and Termination

This Agreement shall be effective for a period for 6 months (starting 1st June, 2023)

This contract may be terminated by either party with not less than 30 days prior written notice. (If terminated by either party for any unforeseen reason within the Contractual Period, the shifting charges to another yard/warehouse would be the responsibility of the SERVICE SEEKER)

The re-instating cost of any changes made in racking or warehouse as per the requirement of SERVICE SEEKER at the time of entering into the contract will be borne by the SERVICE SEEKER at the time of termination of contract by either party.

8. Working hours (warehousing facility)

Our normal working hours are from 09:00 hours to 18:00 hours (Monday to Friday)

9. Insurance and Indemnity

Except upon the express instructions given in writing by the SERVICE SEEKER and confirmed by the SERVICE PROVIDER, the SERVICE PROVIDER does not insure the goods and the SERVICE SEEKER shall arrange insurance to cover the goods against all risks to the full insurable value thereof.

The SERVICE PROVIDER excludes liability and the SERVICE SEEKER and their insurers hereby waive their rights of recovery against the service provider and its agents for any claim relating to loss, damage or deterioration of the cargo.

It should be noted that:

- a. The SERVICE PROVIDER shall not be responsible to verify the contents of the cartons given to the SERVICE PROVIDER by the SERVICE SEEKER for storage. However, the SERVICE PROVIDER shall immediately inform the SERVICE SEEKER of any obvious defects of the goods.
- b. The SERVICE SEEKER shall notify the SERVICE PROVIDER of damage, if any, to the goods before goods are dispatched from warehousing SERVICE PROVIDER'S facility.
- c. SERVICE PROVIDER shall be entitled to sub-contract any service related to security, cleaning, maintenance, repair and other services and works at the premises where the goods are located.

10. Ownership of Merchandise

The SERVICE SEEKER warrants that it is either the owner of the goods or that it is authorized by such owner to store the goods.

Ownership of the goods always remains with the SERVICE SEEKER or with the company or person represented by the SERVICE SEEKER.

If a transfer of ownership is made in the name of Service provider, the ownership of the cargo will



remain with the SERVICE SEEKER. Any liability in the terms of fines, duty, demurrage or any outstanding payment towards any government or private entity will be borne by the SERVICE SEEKER.

11. Payments

The SERVICE PROVIDER shall issue invoices at the end of each month. The SERVICE SEEKER shall affect payment within 30 days to the **SERVICE PROVIDER** upon submission of invoice. Invoices will be issued in UAE Dirham. Disputes, if any, on the invoice must be notified to the SERVICE PROVIDER in writing by the SERVICE SEEKER within 10 days after receipt of the invoice otherwise SERVICE PROVIDER has right to reject dispute. No claim for loss or damage will be entertained until all charges have been paid for the services. The amount of any claims may not be deducted from the amount owed to SERVICE PROVIDER.

In the event of nonpayment by the principal namely **Engelmann Sensor GmbH**, the local authorized partner **Smart Energplus Fz LLC** will be liable to settle all outstanding bills as and when due.

In the event of termination of contract and /or vacating the warehouse, SERVICE SEEKER need to settle all outstanding bills in advance before removing the cargo from the warehouse.

The service provider shall be entitled to a lien on the goods as security for payment of all sums due from the service seeker and storage charges shall continue to accrue on goods detained under the lien.

All invoices shall be addressed to:

All payments to be made by service seeker.

12. Technical and Legal Representatives

The following persons shall be deemed to be the authorized representatives of the Parties and contact persons about issues arising about this Agreement:

For;

CEO

Engelmann Sensor GmbH
Rudolf Diesel Straße 24 28
69168 Wiesloch Baiertal
Germany

For;

Managing Director

Infinity Logistics Fze
Warehouse 34-35, C1 Block, Gate 1
Ajman Freezone
United Arab Emirates





Key Accounts Manager: -

- | | | |
|-------------------|---|-----------------------|
| 1. Contact Person | : | Benedikt Held |
| 2. Service Seeker | : | Engelmann Sensor GmbH |

Key Accounts Manager: -

- | | | |
|---------------------|---|--------------------------|
| 1. Contact Person | : | Nikshith Shetty |
| 2. Service provider | : | Infinity Logistics F.Z.E |

13. Non-Disclosure

Engelmann Sensor GmbH will enter into a contractual agreement with Infinity Logistics F.Z.E for storage of BTU Meters and spare parts. Engelmann Sensor GmbH will not approach the appointed partner, or any other vendor related to this business directly for any services related to this business. Engelmann Sensor GmbH agrees not to visit the partner or conclude business without the permission Of Infinity Logistics F.Z.E

14. Invoicing

Invoices to (Engelmann Sensor GmbH c/o Smart Energplus Fz LLC) will be as follows:

- Storage Invoice - Will be issued monthly.
- 5% Vat excluded and will be charged as per FTA regulations. (Taxes as may be applicable)
- The SERVICE SEEKER must be registered with FTA.
- All cargo relating to excise, will be dealt on case to case basis and are subject to prior approval from SERVICE PROVIDER.
- Excisable cargo will not be stored under SERVICE PROVIDER'S name or ownership and the same to be on the SERVICE SEEKER'S name.



- Any penalty / fines/ Duty or Taxable pay-outs applicable must be borne by the SERVICE SEEKER.
- If any fines or penalties because of improper documentation provided by SERVICE SEEKER, the same will be invoiced accordingly to the SERVICE SEEKER.
- Additional handling requirements if any, will be invoiced separately on case-to-case basis (For e.g. IT facilities, additional labor etc.)

Agreed rates as per Annexure 1.

Engelmann Sensor GmbH
Rudolf Diesel Straße 24-28
69168 Wiesloch-Baiertal

Michael Keuthen

CEO
Engelmann Sensor GmbH
Rudolf Diesel Straße 24 28
69168 Wiesloch Baiertal
Germany



Nipin Narayan

Managing Director
Infinity Logistics Fze
W/H 34-35, C1 block, Gate 1
Ajman Free Zone
United Arab Emirates

ANNEXURE 1

Warehousing Charges for Engelmann Sensor GmbH c/o

Minimum Storage Charges	:	AED 540 upto 15 CBM
Additional Storage	:	AED 1 PER CBM PER DAY
Handling In	:	AED10/CBM
Handling Out	:	AED 10/CBM

Add On Services

Clearance	:	AED 250 per Clearance
Gate Pass (In)	:	AED 75
Gate Pass (Out)	:	AED 75
Inventory Management (CRM)	:	AED 1300 / Month
Inventory Management (Manual)	:	AED 750 / Month
Insurance	:	Minimum AED 375 or 2.5% of Invoice Value


 smartest metering technology
Engelmann Sensor GmbH
 Rudolf Diesel Straße 24-28
 69168 Wiesloch, Germany



Michael Keuthen

CEO
Engelmann Sensor GmbH
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 69168 Wiesloch Baiertal
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Nipin Narayan

Managing Director
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