

## Terms and Services

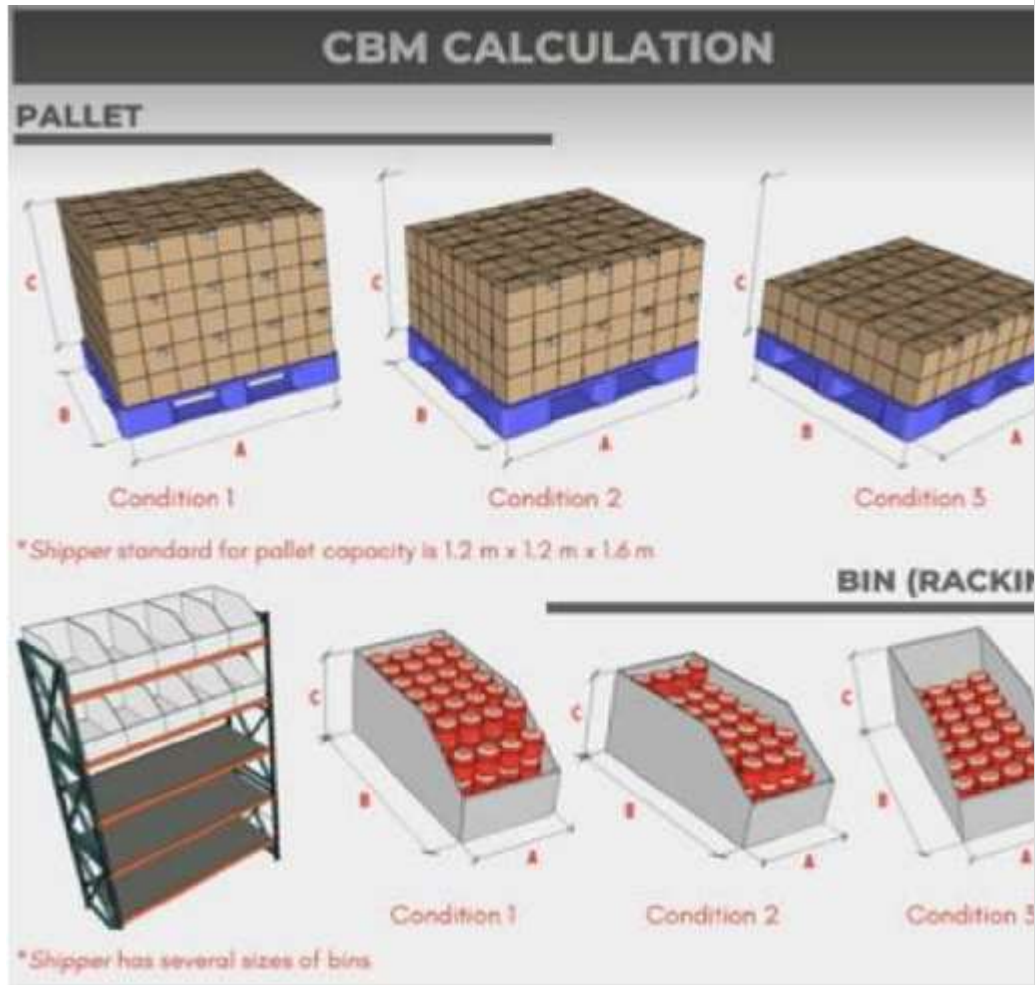
| Item 项目                      | Details 细节   |
|------------------------------|--|
| Cut Off Hours<br>截止时间        | <b>Warehouse 仓库</b><br>Monday - Friday 10am - 4pm<br>周一至周五 早上10点-下午4点 (印尼时间)<br>Saturday 10am - 2pm<br>周六 早上10点-下午2点 (印尼时间)<br>Exclude Sundays, Public Holiday<br>不包括周日, 印尼公共假日  |
| Standard Temperature<br>普通温度 | Dry Room 普通房 : < 35 C<br>Cool Room 凉房: 23-26 C<br>Chiller 制冷机房 : 1-6 C<br>Cold Storage 冷藏 : -20 - -10 C<br><br><i>*Temperature might fluctuates</i>  |
| <b>Operations Scope 运营范围</b> |  |
| <b>HANDLING 处理</b>           |  |
| Unloading 卸货                 | <p>Shipper is not held accountable for unloading or loading goods between the delivery vehicle and Shipper's warehouse.<br/>           Shipper不负责在送货车和Shipper仓库之间卸货或装货。</p> <p>However, if the client requests assistance with unloading or loading goods from or to the delivery vehicle, Shipper may impose the relevant unloading/loading cost, also known as TKBM cost, based on the the current market rate and/ or the necessary manpower and equipment for the task.<br/>           但是, 如果客户要求协助从交付车辆上卸载或装载货物, Shipper可以根据当前市场价格和/或任务所需的人力和设备, 征收相关的卸载/装载成本, 也称为卸货人员成本。</p> <p>This charge applies unless the agreement explicitly includes it as part of the Shipper's scope of work.<br/>           此费用适用, 除非协议明确将其作为Shipper工作范围的一部分。</p> |
| Inbound 入库                   | <p>Inbound activities includes:<br/>           入库活动包括:</p> <ol style="list-style-type: none"> <li>Receiving at Inbound Area 在入库区接货</li> <li>Standard Checking 标准检查</li> <li>SKU Code labeling (if needed) SKU 标签 (如果需要)</li> <li>Putaway 上架</li> </ol>   |

|  |  |
|--|--|
| <p>Outbound 出库</p>                                 | <p>Outbound activities includes:<br/>         出库活动包括：</p> <ul style="list-style-type: none"> <li>a. Picking 拣货</li> <li>b. Packing with agreed consumables 使用约定耗材包装</li> <li>c. Handover to 3PL 移交给第三方物流</li> </ul> <p>Outbound order logic is based on FIFO method, otherwise stated in Proposal (LOP) or Agreement (LOA).<br/>         出库订单逻辑基于先进先出法(FIFO), 提报价 ( LOP) 或协议 ( LOA) 中另有规定。</p>   |
| <p>General Terms of Charges 一般收费条款</p>             | <p>(1) Handling rates are applicable for regular operational hours. Sundays, Public Holiday charges are to be agreed prior to activities being executed.<br/>         装卸费率适用于正常工作时间。星期天、公共假日费用在活动开始前商定。</p> <p>(2) Shipper standard rates only cover general goods handling. Special handling, including but not limited to Dangerous Goods (DG), short expiry goods (&lt;8 months shelf life from inbound), non-halal F&amp;B, alcohol, shall be consulted and confirmed by Shipper. Special handling is subject to additional charge.<br/>         Shipper标准费率仅涵盖一般货物处理。Shipper应咨询并确认特殊处理，包括但不限于危险货物、短有效期货物（从入库起保质期&lt;8个月）、非清真食品和饮料、酒精。特殊处理需额外收费。</p> <p>(3) Any variations to the agreed T&amp;C is subject to additional charge.<br/>         对约定条款条件的任何变更都将收取额外费用。</p> <p>(4) Any requested activities that are cancelled in less than 24 hours notice, client is liable to pay the equivalent charges.<br/>         任何要求的活动在24小时内被取消，客户有责任支付同等费用。</p> <p>(5) Any orders cancelled once the picking process has started is subject to outbound fees.<br/>         提货流程开始后取消的任何订单都将收取出库费。</p> |
| <p><b>Adhoc Handling</b><br/>         临时处理</p>     |  |
| <p>Value Added Service (VAS)<br/>         附加费用</p> | <p>Value Added Services (VAS) may be subject to additional charges. List of VAS available in Shipper is as follows:</p> <ul style="list-style-type: none"> <li>1. Bundling/unbundling</li> <li>2. Insurance</li> <li>3. Special gift packaging/ gift card insertion</li> <li>4. Additional labeling on packages</li> <li>5. Sortation of fruit/vegetables/other goods based on quality standards</li> <li>6. TKBM (Loading / unloading labour)</li> <li>7. Forklift</li> <li>8. Repackaging</li> <li>9. Postal services for copy of Proof of Delivery (POD)</li> <li>10. Cash on Delivery(COD)/Cash on Pick up (COP)</li> <li>11. Promotions and marketing simple activities during delivery of goods</li> <li>12. Licensing/certification administration</li> <li>13. Printing of additional receipts/invoices,</li> </ul>  |

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|-----------------------------------|--|
|                                   | <p>14. Extra stock take etc.</p> <p>增值服务 ( VAS) 可能会收取额外费用Shipper提供的VAS列表如下 :</p> <ol style="list-style-type: none"> <li>1. 组装/分拆</li> <li>2. 保险</li> <li>3. 特殊礼品包装/礼品卡插页</li> <li>4. 包装上的附加标签</li> <li>5. 根据质量标准对水果/蔬菜/其他商品进行分类</li> <li>6. TKBM (装卸人工)</li> <li>7. 叉车</li> <li>8. 重新包装</li> <li>9. 邮寄送达证明副本 ( POD)</li> <li>10. 货到付款/货到付款</li> <li>11. 商品交付期间的促销和营销简单活动</li> <li>12. 许可证/认证管理</li> <li>13. 额外收据/发票的打印</li> <li>14. 额外盘点等</li> </ol> <p>Client should inform Shipper at least three (3) working days prior to the live date of additional request.<br/>客户应在额外请求的生效日期前至少三 ( 3) 个工作日通知Shipper。</p> |
| Urgent / First Inbound<br>紧急/首次入库 | <p>First inbound deliveries are not subject to Standard SLA<br/>首次入库交付不受标准服务级别协议的约束</p> <p>Urgent inbound may subject to additional charge<br/>紧急入库可能需要额外收费</p>  |
| Extended Support<br>扩展支持          | <p>Support beyond usual Operational Time is subject to additional charges unless explicitly mentioned in Proposal (LOP) or Agreement (LOA).<br/>除非报价 ( LOP) 或合同 (LOA) 中明确提及, 否则超出正常运行时间的支持将收取额外费用。</p>   |
| Overtime<br>加班                    | <p>Overtime work is subject to additional charge and shall be agreed in Proposal (LOP) or Agreement (LOA) prior to execution.<br/>加班需收取额外费用, 并应在执行前在报价 ( LOP) 或合同 (LOA) 中达成一致。</p>   |
| Damaged Products<br>不良品           | <p>Damaged goods are to be reported to client upon finding / receiving. Shipper will then store them in quarantine area.<br/>不良品的货物应在发现/收到后向客户报告。Shipper将把它们存放在隔离区。</p> <p>Damaged goods will be classified into three (3):<br/>1. Unidentified SKU - need to be identified/resolved in 1x24 hours<br/>2. Dispute damage or not - need to resolve in 1x24 hours<br/>3. Regular damage - 2 days to be picked up<br/>损坏的货物将分为三 ( 3) 类 :</p>  |

|                                    |   |
|------------------------------------|---|
|                                    | <p>1.无法识别的SKU-需要在1x24小时内识别/解决</p> <p>2.争议是否损坏-需要在1x24小时内解决</p> <p>3.定期损坏-需要2天才能修复</p>   |
|                                    | <p>Client to pick up the goods in max of two (2) working days after the report is submitted. After two (2) working days, quarantine area storage will be charged to client</p> <p>客户在提交报告后最多两（2）个工作日内提货。两（2）个工作日后，隔离区存储将向客户收取费用</p>   |
|                                    | <p>If deemed necessary (not limited to no response from client, client does pick up goods), Shipper will dispose the goods and cost will be charged to client without prior agreement. Client will be charged for the incurred costs.</p> <p>如果认为有必要（不限于客户没有回应，客户确实提货），Shipper将处理销毁货物，费用将在没有事先同意的情况下向客户收取。客户将承担由此产生的费用。</p> |
|                                    | <p>For any mishandling and temperature damage caused by Shipper above the agreed KPI / threshold, it is Shipper's responsibility to payback 100% COGS for goods value after the threshold is exceeded.</p> <p>对于Shipper造成的任何不当处理和温度损坏超过约定的KPI/阈值，Shipper有责任在超过阈值后为货物价值偿还100%的货物销售成本。</p>                                    |
|                                    | <p>For damaged goods not caused by Shipper, it will not impact Shipper's KPI and falls under client's responsibility</p> <p>对于非Shipper造成的损坏货物，不会影响Shipper的KPI，并由客户负责</p>  |
| High Value Goods<br>高价品            | <p>Any high value goods / high risk of theft that require secure storage is subject to additional charge.</p> <p>任何需要安全储存的高价值商品/高盗窃风险商品都将收取额外费用。</p>  |
| <b>Product Positioning</b><br>产品定位 |   |
| Availability<br>可用性                | <p>Storage availability is to be confirmed at least D-3 before inbound. Shipper does not guarantee space in Shared Warehouse, unless space is defined and paid upfront.</p> <p>入库前至少要确认三天前的存储可用性。Shipper不保证共享仓库中的空间，除非空间已定义并预付。</p>   |
| Unit - P<br>Definition<br>单位-P定义   | <p>Count of pallet rack or storage system where a pallet can be stored, ensuring proper organization and maximizing space utilization in a warehouse or distribution facility.</p> <p>可存放托板的托盘货架或存储系统的计数，确保仓库或配送设施中的适当组织并最大限度地提高空间利用率。</p>  |
| Unit - C<br>Definition<br>单位-C定义   | <p>The volume of the bin/pallet used to manage the product positioning of the goods</p> <p>用于管理货物产品定位的库位/托盘的体积</p>  |
| Bin Definition<br>货架定义             | <p>Method of organizing and storing goods or items within a warehouse, distribution center, or other storage facility using individual bins or containers. It involves dividing the available storage space into designated bins or compartments to hold and categorize different products or materials.</p>                |

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|                              | <p>在仓库、配送中心或其他储存设施内使用单独的库位或容器组织和储存货物或物品的方法。它包括将可用的存储空间划分为指定的箱子或隔间，以存放和分类不同的产品或材料。</p>   |
| <p>Storage size<br/>存储规模</p> | <p>Standard pallet size is <b>1.2 m x 1.2 m x 1.6 m (max height)</b><br/>标准托板尺寸为<b>1.2 m x 1.2 m x 1.6 m (最大高度)</b></p> <p>Bin size is but not limited to: <b>380 mm x 600 mm x 350 mm</b><br/>库位尺寸包括但不限于：<b>380毫米x 600毫米x 350毫米</b></p> <p>Max SKU per bin = 2<br/>每个库位的最大SKU=2<br/>Max SKU per pallet = 4<br/>每个托板的最大SKU=2</p> <p><b>Separate per bin, pallet, CBM definition</b><br/>每个库位、托板、立方米定义单独</p>   |
| <p>Charges<br/>收费</p>        | <p><b>B2C Tiered Pricing 2023</b><br/><b>a. Charge is based on quantity of pieces stored in Shipper warehouse after 45 days.</b></p> <p><b>B2C分层定价2023</b><br/><b>a.费用基于45天后储存在Shipper仓库的件数。</b></p> <p><b>Non-standard B2C Pricing 2023</b><br/>a. Unit - C is calculated based on the bin/pallet dimension used at Shipper and not as per dimension of SKU.<br/>b. Shipper takes the maximum number of utilized Unit - C on the particular billing period and roundup the number to the nearest integer/unit.<br/>c. Rounding up is applied after adding up the total Unit - C of each type of product positioning unit used (pallet/bin).<br/>d. Product positioning usage per month is based on the associated proposal. For "Actual", process follows point (a), (b), and (c) above. (e.g. 1.4 CBM is rounded up to 2 CBM), while "Defined" follows the size mentioned in LOP.</p> <p>非标准B2C定价2023<br/>a.单位-C是根据Shipper使用的库位/托板尺寸计算的，而不是根据SKU的尺寸计算的。<br/>b.Shipper取特定计费期间使用的最大单位数-C，并将该数字四舍五入到最接近的整数/单位。<br/>c.四舍五入是在将使用的每种类型的产品定位单元（托板/库位）的总单元-c相加后应用的。<br/>d.每月的产品定位使用情况基于相关提案。对于“实际”，流程遵循上文第（a）、（b）和（c）点。（例如，1.4煤层气四舍五入为2煤层气），而“定义”遵循LOP中提到的大小。</p> |



**CONSUMABLES**  
消耗品

**Non-standard B2C Tiered Pricing 2023:**

**2023年非标准B2C（企业对消费者）分层定价：**

Rates includes consumables of bubble wrap up to 2 plies only for the outer packaging on outbound (excl. bigger than large size), otherwise stated in LOP.

价格包括仅用于出口外包装（不包括大于大尺寸的外包装）的2层气泡包装耗材。报价中另有规定。

**B2C Tiered Pricing 2023**

**B2C分层定价2023**

Rates includes consumables of bubble wrap up to 2 plies.

价格包括最多2层的气泡包装耗材。

Standard B2C  
B2C（企业对消费者）标准

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|---|---|
| Standard B2B<br>B2B (企业对企业) 标准                | No consumables included in Shipper rates, otherwise stated in LOP.<br>Shipper费率中不包括耗材·报价中另有说明。  |
| Additional Request<br>附加要求                    | Additional charges to be paid by client for any requests that have not been agreed in the Proposal which are not in Shipper standards.<br>对于报价中未达成一致且不符合Shipper标准的任何请求·客户将支付额外费用。   |
|   | Client should inform Shipper at least seven (7) working days prior to the live date of additional request.<br>客户应在额外请求的生效日期前至少七 (7) 个工作日通知Shipper。  |
| <b>STANDARD CHECK 标准检查</b>                    |   |
| Scope (FIFO)<br>范围 (先进先出)                     | The standard procedure for checking goods in the Shipper warehouse involves conducting an external visual inspection to verify their condition, without opening any packaging. This verification is performed based on the inbound unit of measure (UoM)<br>Shipper仓库检查货物的标准程序包括在不打开任何包装的情况下进行外部目视检查以验证其状况·此验证基于入库计量单位进行<br><br>Identified damage product within the carton in the future will be treated using damage product flow (highlighted to client and wait for client feedback)<br>后续纸箱内发现的损坏产品将按照损坏产品流程进行处理 (通知客户并等待客户反馈) |
| Scope (FEFO)<br>范围 (先过期先出)                    | For First-Expired-First-Out (FEFO) client types, the Shipper assumes the responsibility of verifying the expiry date on the outer carton. However, any discrepancies or variations in product expiry dates within the carton are not the Shipper's responsibility<br>对于先过期先出 (FEFO) 客户类型·Shipper负责验证外纸箱上的有效期·但是·纸箱内产品有效期的任何差异或变化都不是Shipper的责任   |
| Supplier Damage<br>供应商损坏                      | Supplier damage to be excluded from Shipper service KPI. Supplier damage is to be reported as Berita Acara Kejadian ("BAK") and sent to client within 1 working day<br>供应商损坏将从Shipper服务KPI中排除。供应商损坏应作为事件记录进行报告·并在1个工作日内发送给客户  |
| <b>ORDER PROCESSING 订单处理</b>                  |   |
| Soft Data Sharing to Shipper<br>Shipper的软数据共享 | Client to process inbound / outbound orders through Customer Facing Portal / Aloshop / integrations.<br>客户通过租户网址/Aloshop/API 处理入库/出库订单。   |

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| <b>EXIT<br/>PROCESS 退仓<br/>流程</b>             |   |
| <b>Bulk Outbound<br/>批量出库</b>                 | <p>Outbound of more than 70% current stocks triggers exit warning. Client is liable to pay due invoices before Shipper performs the outbound activities.<br/>超过70%的现有库存出库会触发退仓警告。客户有责任在Shipper进行出境活动之前支付到期发票。</p> <p><b>Non-B2C Standard Pricing 2023:<br/>2023年非B2C标准定价：</b><br/>As per outbound fee in Proposal (LOP) and per agreed terms in LOA.<br/>根据报价（LOP）中的出库费用和LOA中约定的条款。<br/>For GMV Method - Outbound to be charged based on the retail rate of Goods (if available) or B2C Tiered Pricing 2023<br/>对于GMV方法-根据商品零售价格（如有）或B2C分层定价向出库收取费用2023</p> |
| <b>Additional Consumables<br/>其他消耗品</b>       | <p>Return to Vendor excludes consumables. Additional charge applies for client's requests.<br/>退回供应商不包括消耗品。根据客户的要求收取额外费用。</p>   |
| <b>Exit during Contract Period<br/>合同期内退仓</b> | <p>Penalty of 15% additional charge on top of outbound fee is applicable, otherwise agreed in LOA.<br/>除出库费外，还可收取15%的额外费用。LOA中另有约定。</p>   |
|   |   |



## General Terms

### PT Pakde Solusi Digital (Pakde By Shipper)

1. Clients can only go live after LOA is signed.
2. Exceptions to go live without LOA imply possibility for account freeze if LOA is not signed within thirty (30) days of go live.
3. Taxes shall be applicable and tax rates may change in accordance with the applicable tax regulations.
4. The Invoice cycle is monthly
5. This proposal is non-binding and subject to the LOA
6. Shipper is not responsible for any illegal goods or unregistered distribution license from BPOM and/or related authorities which are being stored/transported by the Client through Shipper Warehouse and Fleet services. The consequences of any illegal act will have to be borne by the Client alone.
7. Client to release Shipper from all responsibilities when client can prove relevant certification of goods (including but not limited to BPOM, SNI, etc).
8. Shipper has the right to remove, destroy and/or dispose of goods that do not have a license / permit at the expense of the client.
9. Any medical testing including but not limited to Covid-19 (PCR/ Antigen,etc.) testing requirement for manpower is excluded from this proposal and is the Client's responsibility.
10. Shipper has the right to refuse any handling that does not follow the Shipper service standard or SLA as mentioned in the Scope of Work (including but not limited to oversized packages, oversized weight limits, etc.)
11. The charges associated with Loading and Unloading of Goods are excluded from the pricing mentioned in this proposal. If the loading/ unloading service is availed by the client, the TKBM charges shall be borne by Client as per the standard Shipper pricing for this service.
12. For offboarding, the freezing period is 2 days for final invoice calculation to the client.
13. Fulfillment price may change due to changes in Government Regulation. Shipper to give advance notice of at least 30 calendar days before the price increase becomes effective.
14. The Shipper Standards in the LOP is subject to update.
15. If client is using GMV model calculation and there is outbound request from client for any purposes, Shipper will charge that outbound as per GMV model calculation. If no price is found for some items, we will use Shipper outbound standard rate.
16. Pakde Solusi Digital provides warehousing services which is an object of withholding tax article 23
17. Shipper bears no responsibility for any special, incidental, indirect, or consequential damages of any kind whatsoever. These damages may include, but are not limited to, loss of business profit, business interruption, loss of business information, or any other financial loss. Regardless of the circumstances, Shipper's liability is strictly limited to its warehouse services.

## Shipper Express Warehouse General Terms

1. Shipping rate is taken based on destination and dimension or weight of the package. In the event where dimension or weight is not matched with the data shared by client, actual rate will be used.
2. Additional charges will be applied for remote areas
3. Return is subject to additional fee and will be charged to the client.
4. Claims are only **valid for a maximum of 7 days** after receipt.
5. Claim **does not apply if the damage is caused by the sender.**
6. For **cashless shipment**, clients must provide Shopee Express and Lazada express shipping labels.
7. Shipping fee will be billed to the client in case of rejection by the recipient.
8. For international shipping, the price listed does not include custom (Bea cukai)
9. For international shipping, Airway Bill (AWB) will be updated after the goods arrive in Jakarta
10. For international shipping, the price listed does not include fuel surcharge, VAT and emergency surcharge
11. Client to provide all necessary documents related to the purpose of shipment (if required).

| Price for Table Loading/Unloading |                      |              |                 |                                     |               |
|-----------------------------------|----------------------|--------------|-----------------|-------------------------------------|---------------|
| Fleet Type                        | Volume Capacity (kg) | CBM Capacity | Manpower Needed | Manpower Price (per person per day) | TKBM Price    |
| Blindvan                          | 1,000                | 3            | 1               | IDR 220,000                         | IDR 220,000   |
| CDE                               | 2,000                | 6            | 1               | IDR 220,000                         | IDR 220,000   |
| CDD                               | 4,000                | 12           | 2               | IDR 220,000                         | IDR 440,000   |
| Fuso                              | 8,000                | 24           | 3               | IDR 220,000                         | IDR 660,000   |
| Wingbox                           | 15,000               | 45           | 4               | IDR 220,000                         | IDR 880,000   |
| Container 20 ft                   | 20,000               | 33           | 5               | IDR 220,000                         | IDR 1,100,000 |
| Container 40 ft                   | 29,000               | 76           | 5               | IDR 220,000                         | IDR 1,100,000 |

*\*These numbers are indicative in nature. The pricing for TKBM will be charged on actuals.*