

## **Accellatrans, Inc. Warehouse Storage Terms and Conditions**

Accellatrans, Inc., as an independent contractor, agrees to provide warehousing services for Customer pursuant to these general terms and conditions set forth below and agreed to by Accellatrans, Inc. and Customer Accellatrans, Inc.'s rate confirmation sheet and on Accellatrans, Inc.'s warehouse receipt to be issued by warehouse upon receipt of goods, which items are incorporated herein by reference.

### **A. Acceptance**

- a. This contract and rate confirmation sheet including accessorial charges endorsed on or attached hereto must be accepted within 30 days from the proposal date by signature of Customer.

### **B. Warehousing Services**

- (1) **Handling.** The handling rates set forth on the rate confirmation sheet cover the ordinary labor involved in receiving goods at the warehouse door, placing goods in storage, and returning goods to the warehouse door. All goods for storage or handling shall be delivered to 980A Bourne Avenue, Savannah (Chatham County), Georgia 31408. All carriers must check in with the office upon arrival to Accellatrans, Inc. Goods delivered to Accellatrans, Inc. shall be properly packaged and marked for storage and handling. Customer shall provide prior to delivery or at the time of delivery of goods documentation indicating marks, brands, SKU's, sizes, photographs, labels or other unique identifiers necessary to keep goods separately accounted for. Said documentation shall indicate the class of storage and other services required. **THE CUSTOMER REPRESENTS AND WARRANTS TO ACCELLATRANS, INC. THAT THE GOODS DO NOT AND SHALL NOT BE OR CONTAIN CHEMICALS, HAZARDOUS MATERIALS, EXPLOSIVES OR ACCELERANTS OR FIREARMS.** Charges included on the rate confirmation sheet are estimates based on preliminary information provided by the Customer. Accellatrans, Inc. reserves the right to revise charges upon arrival of the cargo, physical inspection of the goods or upon project scope and/or dimensional changes. If a revision is deemed necessary, Accellatrans, Inc. will issue a change order and approval will be required prior to commencing any work. Accellatrans, Inc. reserves the right to refuse to accept goods for storage or other services that do not conform to the description(s) contained in the preliminary information provided to Accellatrans, Inc. or the rate confirmation sheet. Customer covenants and agrees not to ship goods to Accellatrans, Inc. as the named consignee. In the event that, in violation of this agreement, goods are shipped to Accellatrans, Inc. as named consignee, Customer shall notify the carrier of goods in writing prior to shipment, with a copy of the notice sent to Accellatrans, Inc., that Accellatrans, Inc is a warehouseman and has no beneficial title or interest in goods. Further, Customer shall indemnify Accellatrans, Inc. against any and all claims for unpaid transportation charges, including under charges, demurrages, detention charges, or charges of any other nature, in connection with goods shipped. In the event that Customer fails to notify the carrier in accordance with this provision, Accellatrans, Inc. shall have the right to refuse goods and shall not be liable or responsible for any loss, injury, or damage to goods. All handling charges are due and payable on receipt of goods.
- (2) **Special Handling.** Unless otherwise agreed, the following services shall be subject to an additional charge: Special labor requirements for unloading and loading goods exceeding the usual labor requirement included in the handling charges; Receipt and handling of damaged goods; Unloading from or loading into rail cars or other vehicles not at the warehouse door; Labor and materials used in loading and unloading rail cars or other vehicles; Handling of goods ordered out in quantities less than which received; Palletizing; Stretch and shrink wrapping; Container Drayage. Accellatrans, Inc. shall not be liable for demurrage, delays in unloading inbound cars, or delays in obtaining and loading cars for outbound shipments unless Accellatrans, Inc. has failed to exercise reasonable care. Special services, including but not limited to the following, shall be provided by Accellatrans, Inc to Customer subject to additional charge: Warehouse labor required for services, including loading and unloading, other than that required for ordinary handling and storage; Receipt of delivery of goods, by prior arrangement, in other than usually business hours; Provision of dunnage, bracing, packing materials, or other special supplies; Communication services, including postage, teletype, telegram, or telephone, if the services concern more than normal inventory reporting or if, at the request of Customer, communications are made by other than regular United States mail; Compiling of special stock statements; Reporting marked weights, serial numbers, or other data from packages; Physical check of goods; Handling transit billing.
- (3) **Storage.** A full month's storage charge will apply on all goods received between the first and the 31st, inclusive, of a calendar month, and a full month's storage charges will apply to all goods in storage on the first day of the next and succeeding calendar months. All such storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of the calendar month.
- (4) **Movement.** Accellatrans, Inc. reserved the right to move, at the Accellatrans, Inc.'s expense, thirty (30) days after notice sent by United States mail to Customer or to the last known holder of a negotiable warehouse receipt covering such goods, any goods in storage from the warehouse in which they may be stored to any other of Accellatrans, Inc.'s warehouses. If, however, Customer or holder takes delivery of the goods in lieu of transfer, no storage charge shall be made for the current storage month. Accellatrans, Inc. may, without notice, move goods within the warehouse in which they are stored.

(5) **Delivery.** Goods shall be delivered or transferred only on receipt by Accellatrans, Inc. of complete instructions properly signed by Customer. When no negotiable warehouse receipt is outstanding, goods may also be delivered on instructions over the telephone in accordance with a prior written authorization, but Accellatrans, Inc. shall not be responsible for loss or error occasioned by such delivery. When goods are ordered out, a reasonable time shall be given to Accellatrans, Inc. to carry out instructions. In the event that Accellatrans, Inc. is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots, or any other reason beyond Accellatrans Inc.'s control, because of loss or destruction of goods for which Accellatrans, Inc. is not liable, or because of any other excuse provided by law, Accellatrans, Inc. shall not be liable for failure to carry out such instruction, and goods remaining in storage shall continue to be subject to regular storage charges. In the event that a negotiable warehouse receipt has been issued, no goods covered by that receipt shall be delivered, or transferred on the books of Accellatrans, Inc., unless the receipt, properly endorsed, is surrendered for cancellation or for endorsement of partial delivery. If a negotiable receipt is lost or destroyed, delivery of goods may be made only on order of a court of competent jurisdiction and the posting of security approved by the court. Instructions by Customer to Accellatrans, Inc. to transfer goods on the books of Accellatrans, Inc. are not effective until delivered to and accepted by Accellatrans, Inc. and all charges up to the time transfer is made are chargeable to Customer. If a transfer involved rehandling goods, such rehandling shall be subject to a charge.

**A. Liability and Limitations.** Accellatrans, Inc. shall not be liable for any loss or damages to goods stored however caused which could not have been avoided by the exercise of that care which is a reasonably careful person would exercise under like circumstances. Accellatrans, Inc. maintains a warehouse legal liability insurance policy, and goods stored with Accellatrans are not insured by Accellatrans, Inc. against loss or injury however caused, except as may be covered by said warehouse legal liability policy. Accellatrans, Inc. is not liable for loss or damage to handled property resulting in fire, water, collapse or improvements, settling, pipe breakages, animals or insects, weather conditions or the elements, nor shall Accellatrans, Inc. be liable for any delay loss or damage resulting from strike, tumult, insurrection, acts or governmental authorities, force majeure, or acts of God. Accellatrans, Inc.'s liability for all damages for goods handled by Accellatrans, Inc. is limited to the greater of the proceeds paid under Accellatrans, Inc.'s warehouse legal liability policy or fifty (50) times the monthly storage rate for the square footage of those goods with respect to which damages were incurred or suffered; provided, however that such liability may, at or before the Customer agrees hereto, be increase in writing on all or part of the goods to be stored hereunder, in which event an additional monthly charge will be charged. No party shall be entitled to special, incidental, indirect, punitive, or consequential damages. (3) Notice of claim, filing of suit; liens. Notice of a claim by the Customer and any other person must be made in writing and delivered to Accellatrans, Inc. before the earlier of (i) 60 days after delivery of the goods by Accellatrans, Inc. or (ii) 60 days after the Customer of record or the last known holder of a warehouse receipt is notified by Accellatrans, Inc. that loss or injury to part or all of the goods has occurred. No action may be maintained by the Customer or others against Accellatrans, Inc. for damages with respect to goods handled by Accellatrans, Inc. unless a timely notice of claim has been given to Accellatrans, Inc. as provide in the preceding sentence and such action is filed in court before the earlier of (i) nine months after the date of delivery of the goods by Accellatrans, Inc. or (ii) nine months after the Customer of record or the last known holder of a warehouse receipt is notified that loss or injury to part or all of the goods has occurred. When goods have not been delivered, notice may be given of loss or injury to the goods by mailing a registered or certified letter to the Customer of record or the last known holder of a warehouse receipt. Time limitations for presentation of a claim in writing and maintaining of action after notice being 3 days after the date of mailing of such notice by Accellatrans, Inc.

**B. Payment.** Amounts due to Accellatrans shall be paid timely without setoff or offset, and amounts not timely paid shall accrue interest at the rate of one and one half percent (1.5 %) of the past due amount per month from the date due until the date paid. Customer shall pay all costs of collection actually incurred by Accellatrans, Inc., including but not limited to reasonable attorneys fees and related costs. Legal proceedings concerning nonpayment for services rendered shall be brought in the state of federal courts located in the country and state where the warehouse is located, and each party consents to the personal jurisdiction and venue of such courts for such matters. Accellatrans, Inc. may be entitled to a statutory lien from time to time on goods in Accellatrans, Inc. possession, in which case such lien shall be not only for charges and expenses in relation to goods then in Accellatrans, Inc. possession but also for charges and expenses in relation to other goods which may previously have been released by Accellatrans, Inc. No lien waiver by Accellatrans, Inc. shall be valid unless made in writing signed by Accellatrans, Inc.

**C. Termination/Miscellaneous.** These terms and conditions shall apply for the period of one year from the time initially agreed to and shall be automatically renewed for successive periods unless canceled in a signed writing. Notwithstanding the forgoing, either party may terminate the handling service aspect of this agreement or the warehousing services aspect of this agreement upon twenty (20) days written notice to the other party. All covenants shall survive termination. These terms, along with any items into which these terms have been incorporated or which are incorporated herein, comprise the complete and entire agreement concerning the subject matter hereof, and may not be modified other than in agreement signed by Accellatrans, Inc. and Customer. These terms and conditions shall be interpreted and construed under Georgia law (except where superceded by applicable federal law), without reference to the conflicts or choice of law provisions thereof, and shall

not be construed against any party as the drafter. Once these general terms and conditions are agreed to, then, until termination of this agreement in the manner provided for above, they shall apply to all services thereafter provided by Accellatrans, Inc. or for Customer. Once these general terms and conditions are agreed to, then, until termination of this agreement in the manner provided for above, they shall apply to all services thereafter provided by Accellatrans, Inc. or for Customer, whether provided under the foregoing rate confirmation sheet or other or future rate confirmation sheets, and regardless of whether these general terms and conditions are attached to such other or future rate confirmation sheets.