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Your Trust, Our Transparency: The Accela Team is committed to open-standards (like the National UCC herein), open-terms (like those shared publicly and equitably across all clients herein), and open-reporting of our 2022-2025 reinvestments at goaccela.com/whatsnew

Accela Distribution & Warehousing LLC. ("ADW", "Accela"), a Maryland limited liability company.

Accela Worldwide Solutions Inc. ("AWS", "Accela"), a Maryland corporation.

"Client" is any party engaging Accela for, or receiving, Services.

Revised and effective **March 17 2025**. This version supersedes all prior terms.

Background: This document governs Services between Accela and Clients. The parties agree that rates, terms, and other unique commercial details may also be covered under a separate Rate Schedule and other formal contracts.

Trucking and Warehouse "Receipt Terms and Conditions"

- **Fairness and The Nationwide (50+ US States & Territories) Uniform Commercial Code (UCC).** Accela prides itself on using National Commercial Standards that have been adopted, in some form, by all 50+ US States and Territories (Nationwide Uniform Commercial Code (UCC) of Article 7 (Warehouse Receipts, Bills of Lading, and Other Documents of Title, et al.) and Article 9 (Secured Transactions, et al.)) inside our agreements. This established legal framework allows Accela to operate fairly and predictably, nationwide, clearly defining responsibilities and liabilities for all parties.
- **Services and Service Model.** As a full-service warehousing company ADW offers both Direct and Partner Services. (a) Service Model Selection (Select One): The services ("Services") provided under this Agreement for Client's merchandise ("Goods") at the Facility shall operate under the model indicated in the Client's specific Rate Schedule, chosen from the following options: [] Direct Service: Services are performed directly by ADW at the Facility, which is operated by ADW. [] Partner Service: Services are arranged by ADW as an intermediary and performed by a designated third-party Facility Operator. (b) Performance Based on Service Model: (i) If Direct Service is selected: ADW agrees to provide distribution and warehousing Services for Client at the Facility. ADW shall receive, store, handle, and release the Goods, acting as a warehouseman as described in UCC Article 7, subject to the terms herein. ADW reserves the right, consistent with its operational needs and reasonable warehousing practices, to move Goods within the Facility. ADW shall have discretion in selecting specific storage locations. ADW may agree to provide other specific services as agent for Client upon written agreement or need. (ii) If Partner Service is selected: Client acknowledges ADW is not the physical warehouse operator, does not take possession of Goods as a bailee, and does not perform physical storage or handling tasks. In this Partner Service model, ADW acts as Client's logistics solutions partner and intermediary. ADW leverages its industry expertise, partner network relationships, and preferred partner pricing to identify, vet, and secure services with a suitable, designated third-party Facility Operator ("Facility Operator") to perform the required Services (including receiving, storing, handling, and releasing Goods) at the Facility. ADW's role encompasses serving as the Client's single point of contact, managing the commercial relationship and communications between the Client and the Facility Operator, coordinating service requirements based on Client needs, handling consolidated billing for arranged services and ADW's fees, and providing ongoing support and relationship management. References herein to operational actions ("receiving," "storing," "releasing" goods) shall mean actions performed by the Facility Operator, as arranged and coordinated by ADW. ADW may agree to arrange other specific services as agent for Client upon written agreement or need. If "Partner Service" is selected: Client expressly agrees that during the Term of this Agreement and for a period of twelve (12) months immediately following its termination for any reason, Client shall not, directly or indirectly, solicit, contract with, or otherwise engage the specific designated third-party Facility Operator utilized by ADW under this Agreement to provide warehousing or substantially similar logistics services at the Facility location identified herein or otherwise, thereby circumventing ADW's relationship. Client agrees that all communications regarding the Services, operational matters, or any aspect of this Agreement related to the Facility shall be directed exclusively to ADW. Client shall refrain from contacting the Facility Operator or its personnel directly on such matters, ensuring ADW can effectively manage the relationship and information flow. Client agrees that all requests for Facility visits must be submitted to, coordinated by, and approved by ADW prior to the visit. Client shall not contact the Facility Operator directly to arrange or conduct visits. Client acknowledges that ADW has invested effort in establishing and managing this partner relationship for the Client's benefit. (c) Removal of Goods (Applies to both models): Upon not less than thirty (30) days' prior written notice to the Client (and any other party known by ADW to claim an interest in the Goods), ADW may require the removal of any or all Goods from the Facility and demand immediate payment of all outstanding Charges owed to ADW, for any reason, with or without cause. Such notice shall be sufficient if delivered in person, by email, or by certified mail to the last known address of the person(s) to be notified. (d) Transportation Services: Client acknowledges that asset-based transportation and/or trucking services may be provided by Accela Worldwide Solutions Inc. ("AWS"), an affiliate of ADW. Any such services are separate from the warehousing Services provided under this Agreement, and may be governed by additional, separate agreements or terms and conditions with AWS. Services by AWS, carry payment terms, rates, and charges starting equal to ADW unless otherwise agreed to by AWS. For clarity, AWS and ADW are not affiliated with Accela Worldwide Logistics ("Accela Logistics").
- **Rates and Charges.** Client agrees to pay all charges as detailed in Rate Schedules and Receipt Terms and Conditions, including any applicable Value-Added Services (VAS), in effect on the date of invoicing as needed, requested, or communicated by Accela to the Client. These documents may be obtained upon written request and are provided on a best-efforts basis subject to change and correction for inadvertent errors or omissions, at any time. Unless otherwise agreed in writing, services are billed at the rates published

at the time of invoicing, regardless of when the service was performed. Updated rates apply to all uninvoiced services upon posting or written notice. It is the Client's responsibility to confirm the current Rate Schedule, Receipt Terms and Conditions, including any applicable VAS, before needing, requesting, or receiving services. Client's request, need for (at both Client's and Accela's discretion), or acceptance of, such services, constitute an agreement to pay the associated charges.

- **Value-Added Service ("VAS") Accessorials.** In addition to the rates specified in Client's primary Rate Schedule, Clients may request or incur charges for additional services, commonly known as accessorials. These Value-Added Service (VAS) accessorials cover the cost of the additional labor, materials, time, and equipment required to service Clients accounts. Unlike many "public" stockholder-driven warehouses that apply rates unevenly and negotiate privately based on what they think the Clients can afford; Accela's employee-driven philosophy is that pricing should be transparent, justified, and equitable for all. Therefore, the rates listed below are our standard charges with full transparency and justification. This value-added service accessorial list is not exhaustive, and Accela may provide existing and additional services on an ad-hoc basis and cost; charges for unlisted services will be communicated to the Client.
- **No Brokerage Authority; Carrier/Agent Capacity.** Accela is not a property broker and holds no brokerage authority. We provide Services either (a) as a motor carrier under our operating authority or (b) as a disclosed agent for an authorized asset-based motor carrier or logistics company. For agency moves, the named carrier/logistics company is the principal and bears all carrier obligations (including cargo liability); Accela's role is limited to agent services (relationship management, quoting, etc.). Shipping documents for agency moves must identify the principal as "Carrier" and may identify Accela as "Agent."
- **General Billing Policies**
 - **Hourly Services:** All services billed by the hour have a 1-hour minimum charge and are billed in 30-minute increments thereafter for 1 employee.
 - **Standard Hours:** Defined as Monday through Friday, 7 AM EST – 3 PM EST, excluding Holidays.
 - **Non-Standard Hours:** All hours outside of Standard Hours; including Weekends, Overtime, Holidays, etc.
 - **Non-Standard Hours Multiplier:** 1.6x the Standard Hours rate.
 - **Cut-Off Time:** Standard order cut-off is 3:00 PM EST for next business-day shipment; after which orders are Same-Day.
 - **Partner Service:** For Partner Service (rather than Direct Service), VAS accessorials may be Cost + 25%, the standard rates herein, or an ad-hoc basis and cost depending on the service.
 - **Discounts:** Discounts, rate adjustments, and other promotions may be offered, modified, or cancelled at Accela's sole discretion at any time and without prior notice.
- **Section 1: Warehouse Orders, Appointments, & Transportation**
 - **Same-Day Rush Order:** Starts at \$100 per occurrence.
 - **Justification:** Applies to orders received after the 3:00 PM EST cut-off, or any order requiring same-day shipment. This VAS covers the operational disruption required to re-prioritize an unplanned event, which affects already planned workflows, the accommodation of which has a cascading effect on existing client orders.
 - **Same-Day Rush Order Modification/Cancellation:** Starts at \$100 per occurrence.
 - **Justification:** Applies to changes or cancellations made after the 3:00 PM EST cut-off on the business day prior to shipment.
 - **Missed Appointment ("No Show", Late Cancel, Reschedule):** Starts at \$100 per occurrence.
 - **Justification:** Applies when a scheduled truck does not arrive, is cancelled, or rescheduled with less than 4 hours' notice. This VAS covers the costs of the pre-allocated labor, equipment, dock slot, staging, space, and time lost that other clients could have used.
 - **Late/Early to Appointment:** Starts at \$100 per occurrence.
 - **Justification:** Applies when a truck arrives more than 30 minutes before/after its scheduled appointment without providing at least 2 hours of advance notice. This VAS covers the operational disruption required to re-prioritize available warehouse loading dock and dock doors to accommodate nonpunctual shipments. **Note:** The fee is doubled after 2 hours late/early, due to higher impact.
 - **No Appointment / Unscheduled "Work In":** Starts at \$150 per occurrence.
 - **Justification:** Applies to trucks that arrive without an appointment scheduled by the previous day's 3:00 PM EST cut-off, Same-Day Rush Orders, etc. This VAS covers the operational disruption required to re-prioritize an unplanned event, which affects already planned workflows, the accommodation of which has a cascading effect on existing client orders and limited warehouse loading dock and dock door space. An unscheduled arrival is more disruptive than a late / early truck. A late/early truck has a planned slot, and labor has been allocated. A "no appointment" truck requires stopping planned workflow and assigning new resources.
 - **Excess Dwell Time:** Starts at \$65 per hour.
 - **Justification:** Billed per hour after the initial 2 free hours for a live load/unload. Time begins at the scheduled appointment.
 - **Drop and Hook:** Priced ad-hoc per need, per move; please contact us.
 - **Justification:** Applies to the one-way process of a CDL/DOT licensed and complaint driver and truck moving trailers between dock doors, inter-yard, etc.

- **Daily Trailer Rental (Dry):** Our tiered pricing model is designed to pass volume discount savings onto Clients; renting more trailers gives you access to a lower daily rate per unit, starting at \$75 per day (1 trailer), \$99 per day (2 trailers), \$119 per day (3 trailers); priced ad-hoc per needs.
 - **Justification:** Daily rates reflect the higher operational churn and revenue uncertainty of short-term flexible usage; discounts are available for longer term leases across annual and monthly. Pricing includes DOT-required asset expenses of annual licensing, required maintenance (tires, brakes, inspections), etc.
- **Live Load/Unload Detention - AWS:** After 1 hour free time per stop, starts at \$50 (Dry) / \$75 (Reefer) per hour, billed by the hour.
 - **Justification:** Detention compensates the dispatch resources, professional CDL driver, equipment (truck, trailer, and fuel), lost revenue opportunity, and knock-on scheduling / hours-of-service costs required after free time. Free time begins at the scheduled appointment time or actual arrival time, whichever is later. After the free time expires, detention accrues and is billed in hourly increments. AWS caused delays (equipment failure, HOS resets, etc.) are excluded from detention. If AWS equipment is detained at a facility for 4 hours or more past the scheduled appointment time, AWS reserves the right to, at its sole discretion: (A) Consider the load a "Driver-Ordered Unload" and have the freight returned to its origin or taken to a nearby facility at the client's expense. (B) Consider the load a "Truck Order Not Used" (TONU) and bill the client the standard TONU fee, in addition to any detention accrued.
- **Truck Order Not Used (TONU) (Trucking, AWS):** Starts at \$245 (Dry) / \$295 (Reefer) per instance and applies if (A) the load is cancelled, refused, turned away, or otherwise not tendered to AWS on the original shipment date (B) AWS is detained at a shipment facility for 4 hours or more past the appointment. Discounts may be applied for shorter haul (minimum) lanes at AWS's discretion.
 - **Justification:** TONU compensates the dispatch resources, professional CDL driver, equipment (truck, trailer, and fuel), lost revenue opportunity, and knock-on scheduling / hours-of-service costs required for canceled, not-ready, or otherwise unavailable scheduled load. The client is responsible for ensuring that a load is cancelled in writing to AWS at least 24 hours prior to the original appointment.
- **Additional Pick-Ups, Stop-offs, etc. (Trucking, AWS):** Starts at \$75 each.
 - **Justification:** Depending on the volume and Pick-Up/Stop-off details, your rate may be different! Our base line-haul rate assumes one origin and one destination with continuous transit. Any additional stop-offs or pick-ups add: A) extra miles, B) additional planning and coordination, C) driver time, D) waiting, E) freight handling, and F) documentation that are not included in the base rate. This recovers those incremental costs of extra services while keeping the base line-haul rate as low as possible.
- **Storage Minimum ("Mini"):** Priced per client needs, per month (by details such as pallet width/height, stackability, number of SKUs, pick requirements, turnover frequency, temperature, etc.); please contact us.
 - **Justification:** Clients pay either their monthly Storage Minimum or their actual first of the month Storage if higher – never both for the same space. In this way, a Mini is only a monthly Storage revenue floor ('minimum'), not a surcharge; in that regard, we anticipate clients offsetting their monthly Mini with their first of the month Storage to where it won't affect clients. **For example: (A) If** your first of the month Storage is below your Mini, you pay the Mini only; **(B) If** your first of the month Storage is above your Mini, you pay the Storage only.
 - Storage Minimums fund readiness (the power, utilities, compliance, and labor) to be ready to serve your account every day; those costs don't drop to zero when clients have a light month, and instead of unexpected "surge" fees on spiky volumes, a Minimum smooths volatility so the facility can be ready on most normal notice. A Storage Minimum is not a space reservation ("Reserved Capacity"), which is a surcharge available separately for exclusive reserved space for a pre-defined number of pallets, based on clients' requests.
- **Reserved Capacity:** Priced per client needs, per month (by details such as pallet width/height, stackability, number of SKUs, pick requirements, turnover frequency, temperature, etc.); please contact us.
 - **Justification:** A surcharge for exclusive reserved capacity for a pre-defined number of pallets, offering a Service Level Agreement (SLA) pro-rata credit of the Reserved Capacity fee if we fail to provide them, as measured by the WMS's peak-day pallets on hand, within the entire affected calendar month; excluding non-conforming goods, less than 48 hours' notice/forecast, and force majeure.
- **Section 2: Handling & Labor**
 - **Labor No-Equipment (Standard Hours):** Starts at \$56 per hour, billed by the hour.
 - **Justification:** For general requests not covered by another line item, popular examples:
 - **Physical Inventory Counts** (Requested by the client outside of routine cycle counts, etc.)
 - **Product Capture** (Manually recording identifiers when not part of the standard receiving process (e.g., serial numbers, lot codes, expiration dates, etc.), etc.
 - **Labor and Equipment (Standard Hours):** Starts at \$80 per hour, billed by the hour.
 - **Justification:** For special projects requiring a forklift or other machinery including:
 - **Relocating Goods at Clients request**

- **De-slating/Delaying**
 - **Pallet Shrink-wrapping and Banding**
 - **Driver Assist**
- **Rework/Restack/Sort/Picking:** Starts at \$100 per hour, billed by the hour.
 - **Justification:** For correcting shifted loads, sorting mixed pallets, restacking Goods to meet shipping requirements. Does not apply if the issue was caused by our warehouse.
- **Non-palletized Floor-Loaded Trailers (Hand-Unload + Palletization):** Starts at \$895 per trailer, or Cost + 25%.
 - **Justification:** For the labor-intensive process of hand-unloading, palletizing, and shrink wrapping non-palletized floor-loaded trailers. Often this process requires 4-5 trained staff, at least 1 shrink wrapper, and at least 1 forklift; non-inclusive of shrink-wrap, materials cost, et al. At times, flexible staffing solutions for specialized temporary and skilled labor may be required to meet client's needs; it is important the process be done safely and timely to prevent truck/trailer excess dwell time cost, available staff operational issues, and available dock door space issues.
- **Section 3: Specialized Services & Materials**
 - **Dry Cross-Docking:** Starts at \$100 per load (up to 26 pallets).
 - **Justification:** For services that require immediate coordination of inbound and outbound shipments.
 - **Refrigerated Cross-Docking:** Starts at \$175 per load (up to 26 pallets).
 - **Justification:** For cross-dock services requiring temperature-controlled staging and handling.
 - **Bring-to-Temperature:** Starts at \$10 per pallet, billed by the full load.
 - **Justification:** For your goods safety and the safety of other clients around your goods, inbound goods must meet required storage temperatures ("temps") or they put extra stress on the refrigeration systems and surrounding products by requiring active cooling. A bring-to-temperature fee applies when an inbound goods temperature exceeds Frozen: 0 °F target temp +2 °F; Cooler: Client target temp +3 °F. Temperatures are verified at receiving on a sample. Goods ≥ 10 °F above target temp may be placed on QA hold or refused at Accela's discretion.
 - **Trash/Dunnage Disposal:** Starts at \$75 per load.
 - **Justification:** For disposal of dunnage, shrink-wrap, pallets, damaged goods, etc.; including both the labor and environmentally regulated and compliant trash disposal service (dumpster, hauling, landfill) cost.
 - **Supplies & Materials:** Starts at Cost + 25%, or as communicated.
 - **Justification:** For any necessary supplies not covered elsewhere (e.g., special labels, placards, non-standard pallets).
- **Section 4: Administrative & Account Fees**
 - **Document Customization:** Starts at \$35 per hour, billed by the hour.
 - **Justification:** For our talented teams time, efforts, IT, and the knock-on scheduling effects creating or modifying documents outside of our standard templates requires (example: custom packing slips, commercial invoices, etc.).
 - **Base Account Support Plan (BASP):** Starts at \$6.50 per day, billed monthly as a 30-day average.
 - **Justification:** Our pricing is based on an Activity-Based Costing (ABC) model, which is a standard, transparent practice in the 3PL industry recognized by Industry authorities like the International Warehouse Logistics Association (IWLA) and the Warehousing Education and Research Council (WERC). This model separates:
 - Base Fixed Costs: The essential systems, administrative personnel (AR/AP), and admin support including Inventory Controls, Paperwork (BOLs), Billing System (Consolidated Invoicing), Warehouse Management System (WMS) if applicable, Audit Readiness (Fire, FDA, USDA: Logs, SOPs, Training Confirmations), Cybersecurity, Records Retention Data Backups, and more required to maintain your account.
 - Transactional Variable Costs: Including Storage, Handling, Value-Added Services, Trucking, and more; built upon that essential "Base" Fixed Cost.
 - BASP becomes effective on the Service Commencement Date and continues month-to-month while the account is active ("Activation"). If no inventory, no Storage Minimum, no Reserved Capacity, and no activity for an entire calendar month, the fee is waived upon written request ("Suspension"). If average active SKUs or monthly orders exceed thresholds, that clients' BASP may be adjusted.
- **Payment Terms.** All charges are net, due and payable without offset or deduction. All payments shall be made thirty (30) days from the date of invoice unless otherwise agreed to by Accela. Payments not received within Payment Terms plus a (3) calendar day grace period from the date of invoice shall constitute default and be assessed at the rate of 2% per month until paid together with any and all collection costs incurred by Accela, including reasonable attorney fees.
- **Description and Rights to Goods.** Client represents and warrants to Accela that there is no potential health, safety or environmental hazardous associated with the storage and handling of the Goods tendered to Accela under this Agreement. All Goods shall be delivered to Accela by Client properly marked and packaged for handling. Accela may, at its sole discretion, reject any shipment of Goods that it deems to be improperly marked, packaged or contains any hazardous material (unless specifically agreed to by Accela). In the event

Accela is required to exercise its lien, Client shall be responsible for all necessary and reasonable costs incurred by Accela including, but not limited to, reasonable attorney fees. The Client warrants that it is the owner and/or has lawful possession of the goods and has sole legal right to store and thereafter direct the release and/or delivery of such goods. The Client agrees to indemnify and hold harmless (including legal fees and costs) Accela of and from any claim by others relating to ownership, storage and release of the goods, and/or any other services provided by Accela.

- **Client Warranties and Responsibilities.** In addition to the warranties set forth, the Client warrants that the information as to count, weight, description and condition of the goods set forth on any delivery document is accurate and complete and may be relied upon by Accela. The Client acknowledges and agrees that Accela has no obligation to verify the quantity, content, condition or quality of the goods delivered to Accela for storage. The Client further warrants that all individual packages, pieces and items are clearly marked. Client Responsibilities and Indemnification: (a) Liability for Charges and Damages: Client is liable for, and agrees to pay, all rates, charges, expenses, and costs (including costs related to collection or enforcement) arising under this Agreement ("Charges"). Client is also directly liable for any damages, losses, or expenses incurred by Accela or the Facility Operator resulting from Client's breach of this Agreement, the nature or condition of the Goods (unless accurately disclosed and accepted by Accela), improper packaging provided by Client or its agents/shippers, or any negligent or wrongful act or omission of Client or its representatives. (b) Indemnification of Accela: Client agrees to indemnify, defend, and hold harmless Accela, its officers, employees, agents, and (if Partner Service is selected) the designated Facility Operator, from and against any and all claims, liabilities, demands, losses, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees) ("Claims") arising directly or indirectly from, or asserted by third parties (including but not limited to the shipper, legal owner, or consignee of the Goods) in connection with: (i) Any breach by Client of its warranties, representations, or obligations under this Agreement; (ii) The nature, character, condition, or packaging of the Goods; (iii) Any inaccurate information provided by Client regarding the Goods; (iv) Any act or omission of Client, its employees, agents, or carriers relating to the Goods or Services provided hereunder; or (v) The storage, handling, release, delivery, or condition of the Goods, except to the extent such Claims are proven by final judgment to result solely from Accela's failure to meet its standard of care as defined in the "Liability and Standard of Care" section herein (considering the applicable Service Model).
- **Warehouseman's Lien and Security Interest.** The rights regarding liens and security interests depend on the Service Model selected for this Agreement: (a) If Direct Service is selected: ADW shall possess all rights of a warehouseman, including a statutory warehouseman's lien under applicable law. Additionally, Client grants ADW a contractual security interest under the Uniform Commercial Code (UCC). Both the lien and security interest cover all Goods tendered and their proceeds, securing all charges and expenses owed to ADW ("Charges"). (b) If Partner Service is selected: Client acknowledges that the designated Facility Operator holds the statutory warehouseman's lien for its services rendered at the Facility. To secure payment of all Charges owed solely to ADW, Client grants ADW a separate contractual security interest under the UCC covering all Goods tendered and their proceeds. Charges Secured: In either scenario (a) or (b), "Charges" secured by ADW's applicable lien and/or security interest include, but are not limited to, storage, preservation, handling, money advanced, interest, insurance, transportation, labor, weighing, cooperating, other charges and expenses related to the Goods, plus reasonable legal fees and costs incurred in collecting charges or defending litigation concerning the Goods. Enforcement and Perfection: ADW may enforce its applicable lien and/or security interest rights as permitted by law. Client agrees to execute any documents reasonably required by ADW to perfect its contractual security interest.
- **Liability and Standard of Care.** ADW's liability and the applicable standard of care depend on the Service Model selected. (a) If Direct Service is selected: ADW shall exercise the degree of care regarding the Goods that a reasonably careful warehouseman would exercise under like circumstances ("Reasonable Care"). ADW shall be liable as a warehouseman under applicable law for loss or damage resulting directly from its failure to exercise Reasonable Care, subject to the limitations stated herein. (b) If Partner Service is selected: ADW shall exercise reasonable care only in arranging the Services with the designated Facility Operator. The Facility Operator bears the responsibility for exercising Reasonable Care regarding the Goods during physical storage and handling operations. ADW's liability is limited solely to damages directly caused by its own gross negligence or willful misconduct in arranging the Services (e.g., negligent selection of the partner or providing incorrect instructions). ADW is not liable for the acts or omissions of the Facility Operator or its personnel during operations. Any liability of the Facility Operator is governed by their terms or applicable law and is passed through by ADW only to the extent recoverable from such Facility Operator. ADW does not act as a bailee in the Partner Service scenario. Risks Assumed by Client: Regardless of the Service Model, Goods are stored at Client's sole risk of loss or damage resulting from: Acts of God; seizure or acts of civil or military authority; insurrection, riot, strike, labor disturbance, or enemies of the government; the inherent nature, defect, or vice of the Goods; inadequate packaging provided by Client or shipper; inherent wear and tear; latent defects; or any other cause beyond the reasonable control of the party required to exercise Reasonable Care (ADW under Direct Service, the Facility Operator under Partner Service). This includes specific perils such as sprinkler leakage, fire, flood, pests, or temperature fluctuations unless directly caused by a failure to exercise Reasonable Care by the responsible party. Limitation of Liability Amount: Should ADW be found liable for any reason under either Direct Service or Partner Service, ADW's total liability per occurrence for any loss, damage, shortage, or mis-delivery shall be strictly limited to the lesser of: (i) The actual manufacturer's cost of the specific affected Goods; OR (ii) Ten times (10x) the monthly storage rate charged by ADW applicable to the specific lost or damaged pallet(s) or unit(s). This financial limitation is Client's sole and exclusive monetary remedy against ADW and applies regardless of the cause, including any negligence attributable to ADW or, in the Partner Service scenario, negligence attributable to the Facility Operator for which liability might pass through ADW. Declared Value: Client declares that the aggregate manufacturer's cost of all its Goods stored at the Facility under this Agreement will not exceed \$1,000,000 on any single day. Client acknowledges that the rates charged do not include insurance or valuation coverage beyond the limitation stated above. Liability limits may potentially be increased only upon Client's prior written request, ADW's express written agreement, and Client's payment of applicable additional charges determined by ADW. No Consequential Damages: In no event shall ADW be liable for

any special, incidental, punitive, or consequential damages, including but not limited to lost profits, lost sales, or business interruption damages, however caused. Insurance Obligation: Client is responsible for maintaining appropriate 'all-risk' property insurance coverage for the full value of the Goods.

- **Client's Insurance Obligations.** Client agrees to indemnify and hold harmless Accela and related companies harmless against loss of any kind except as provided under Warehouseman's Legal Liability coverage. Client shall at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance, or Client shall elect to self-insure any portion thereof: (a) All-Risk Property Damage insurance insuring the Goods in an amount not less than the actual Replacement Cost thereof, subject to any commercially reasonable deductible amounts as determined solely by Client, and (b) Cargo Insurance on an all risk basis for any and all transportation exposures, whether related to an owned vehicle or a third-party contract or common carrier, in an amount not less than the actual replacement value thereof, subject to any commercially reasonable deductible amounts as determined solely by Client.
- **Events of Force Majeure.** Neither party shall be liable to the other for failure to perform its obligations under this Agreement if prevented from doing so because of an act of God, fire, flood, war, civil disturbance, interference by civil or military authority or other causes beyond their responsible control of the parties; however, no monetary obligations will be excused by Events of Force Majeure.
- **Term, Binding Acceptance, and Modification.** (a) Term and Termination: The specific initial term, renewal terms, and conditions for termination of Services shall be governed and documented either formerly or informally by a separate Rate Schedule. (b) Binding Acceptance: Client agrees to all conditions stated herein ("Terms") and acknowledges that specific rates, the operational term, and termination provisions are detailed in the Rate Schedule. Client's acceptance of these Terms occurs by tendering Goods for Services, accepting any document referencing these Terms (including Receipts, Terms and Conditions, Warehouse Bills of Lading, Invoices, or Services emails), or permitting Goods to be stored or handled pursuant to the Rate Schedule and these Terms. These Terms become binding upon the Client's use of Services, Accela's acceptance of Goods or commencement of Services, regardless of formal signature by Client. (c) Modification by Continued Use: Client agrees that its continued use of Services after receiving written notice from Accela detailing modifications to these Terms (including, but not limited to, changes to rates or terms applicable during the month-to-month continuation period) shall constitute Client's binding acceptance of such modifications. (d) Online Accessibility of Terms: Accela endeavors to make the most current version of these Receipt Terms and Conditions available for review on its website, and via shortlink URL currently anticipated to be at www.goaccela.com/tos (or any successor URL Accela may designate). Client acknowledges that while Accela strives to keep this online version up-to-date, it is the Client's responsibility to proactively request from Accela and confirm they are referencing the latest official version of these Terms applicable to their Services, and to consult Accela regarding any perceived discrepancies or ambiguity.
- **Confidentiality, Severability, and Corrections.** Client and Accela agree to maintain confidentiality of information contained in or related to this Agreement. Accela's failure to insist upon the strict compliance with any provision hereof shall not constitute a waiver or estoppel of its right to demand strict compliance. If any provision hereof is found to be invalid, illegal and/or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall remain intact.
- **Integration.** The headings used are for convenience of reference only and may not be construed so as to give any substantive meaning. These Receipt Terms and Conditions, the Rate Schedule (which includes the Schedule of Rates and other client-specific terms), any Release Order issued in connection herewith, and any Warehouse Bill of Lading issued by Accela or its affiliates for the Goods stored hereunder, constitute the entire agreement between Accela and the Client regarding the Services, and supersede all prior or contemporaneous discussions, representations, and agreements, whether oral or written. This collective Agreement may not be altered or amended unless in writing and signed by authorized representatives of both Accela and Client.
- **Assignment.** Client may not assign its rights or delegate its duties under this Agreement or any part thereof without the prior written consent of Accela, which consent Accela may grant or withhold in its sole discretion. Accela reserves the right to assign this Agreement, in whole or in part, to any affiliate or in connection with any merger, consolidation, reorganization, or sale of all or substantially all of its assets or business to which this Agreement relates, without the requirement of Client consent.
- **Relationship of Parties.** The relationship of Accela and Client under this Agreement is solely that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- **Data Protection and Privacy.** Each party agrees to comply with all applicable data protection and privacy laws and regulations with respect to any personal data processed in connection with this Agreement. Client warrants that it has all necessary rights and has obtained all necessary consents to provide personal data to Accela and to authorize Accela to process such personal data for the purpose of performing the Services. Accela shall process such personal data only for the purpose of performing the Services, or as otherwise instructed by Client in writing, or as required by applicable law.
- **Law, Claims, Forum, Arbitration.** This Receipt shall be construed in accordance with, and governed by, the laws of the state in which the Facility is located. The Client shall notify Accela in writing of any loss, damage, shortage, failure to deliver and/or mis-delivery of goods within two (2) business days after the discovery by the Client of such loss, damage, shortage, failure to deliver and/or mis-delivery. The Client must retain and permit Accela to inspect the goods relating to such claim. Any lawsuit or arbitration proceeding must be commenced within six (6) months following the date such claim arose. Failure to comply with any of the foregoing shall preclude the Client from maintaining any claim or suit against Accela. Except for actions initiated by Accela solely to collect unpaid Charges, any other dispute or claim arising out of or for the breach of this Agreement or in connection with any goods stored hereunder, whether founded in tort or contract, shall be settled by arbitration under the arbitration laws of the jurisdiction in which the Facility is located and under the rules of the American Arbitration Association, provided, however, that upon any such arbitration, the arbitrator may not vary, modify

or disregard the provisions contained herein, including those respecting the declared or agreed valuation of the goods and the limitation of liability of Accela. The award may be entered as a judgment of a court of record in the county where the award is made. The Client and Accela shall share equally the cost of arbitration. Client and Accela agree that disputes arising from this Agreement will be settled by binding arbitration, with Client selecting an arbitrator, Accela selecting an arbitrator and with a representative chosen by each party jointly selecting a third arbitrator. At its sole discretion, Accela, may forego mandatory arbitration and instead seek a collection action to recover any monies owed by Client under this Agreement.

- **Documents, Notices, Change of Address.** Receipts, invoices, reports, notices and related documents may be delivered to Client by electronic means to the most recent email address used, in place of sending hard copy versions. Client may change its email address for electronic delivery by written notice to Accela and acknowledged in writing by Accela. Notice of any change of address of the Client must be given by the Client to Accela in writing and acknowledged in writing by Accela on the following monthly statement and no notice of any change of address shall be valid or binding against Accela if given in any other manner.