

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

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

Revised and effective **May 14, 2025**. This version supersedes all prior terms, including those of January 1, 2024.

**Background Effective:** This document governs Services between ADW and Clients. The parties agree that rates, terms, and other unique commercial details are covered under a separate Schedule of Rates agreement ("Rate Schedule").

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**Warehouse Receipt Terms and Conditions**

- **Fairness and The Nationwide (50+ US States & Territories) Uniform Commercial Code (UCC).** ADW 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 ADW 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. (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. 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 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, are governed by separate agreements and/or terms and conditions with AWS; and are not included in this Agreement. For clarity, AWS and ADW are not affiliated with Accela Worldwide Logistics ("Accela Logistics").
- **Rates and Charges.** Client agrees to pay ADW the rates and charges as detailed in the Rate Schedule and for other services as needed, requested, or communicated by ADW to the Client, such charges shall be based upon ADW's Rate Schedule in effect at the time such charge accrues, or the service is performed. The Rate Schedule shall be provided to the Client and may be obtained by the Client from time to time upon written request to ADW. Rates and information detailed in the Rate Schedule are provided on a best-efforts basis and are subject to change, and correction for inadvertent errors, or omissions. Rates and charges for additional services shall be billed as such services are performed as communicated ad-hoc to the Client. Client's request for, or acceptance of, such additional services constitute agreement to pay the communicated ad-hoc charges. If ADW notifies the Client of an additional service and its charge in writing, it will be understood that Client agrees to the service and charge, allowing ADW to proceed and invoice accordingly, provided Client does not object in writing within 24 business hours of receiving the notice.
- **Payment.** All charges are net, due and payable without offset or deduction. All payments shall be made thirty (30) days from the date of invoice. Payments not received within thirty (30) days plus a (3) 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 ADW, including reasonable attorney fees.

- **Description and Rights to Goods.** Client represents and warrants to ADW that there is no potential health, safety or environmental hazardous associated with the storage and handling of the Goods tendered to ADW under this Agreement. All Goods shall be delivered to ADW by Client properly marked and packaged for handling. ADW 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 ADW). In the event ADW is required to exercise its lien, Client shall be responsible for all necessary and reasonable costs incurred by ADW 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) ADW of and from any claim by others relating to ownership, storage and release of the goods, and/or any other services provided by ADW.
- **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 ADW. The Client acknowledges and agrees that ADW has no obligation to verify the quantity, content, condition or quality of the goods delivered to ADW 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 ADW 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 ADW), 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 ADW: Client agrees to indemnify, defend, and hold harmless ADW, 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 ADW'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 ADW 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 by the 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 Warehouse Receipts, 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 ADW's acceptance of Goods or commencement of Services, regardless of formal signature by Client on this specific document, provided a Rate Schedule is in effect. (c) Modification by Continued Use: Client agrees that its continued use of Services after receiving written notice from ADW 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. ADW endeavors to make the most current version of these Warehouse Receipt Terms and Conditions available for review on its website, and via shortlink URL currently anticipated to be at [www.goaccela.com/adwucc](http://www.goaccela.com/adwucc) (or any successor URL ADW may designate). Client acknowledges that while ADW strives to keep this online version up-to-date, it is the Client's responsibility to proactively request from ADW and confirm they are referencing the latest official version of these Terms applicable to their Services, and to consult ADW regarding any perceived discrepancies.
- **Confidentiality, Severability, and Corrections.** Client and ADW agree to maintain confidentiality of information contained in or related to this Agreement. ADW'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 Warehouse Receipt Terms and Conditions, the Rate Schedule (which includes the Schedule of Rates and other client-specific terms), and any Release Order issued in connection herewith, constitute the entire agreement between ADW 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 ADW 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 ADW, which consent ADW may grant or withhold in its sole discretion. ADW 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 ADW 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 ADW and to authorize ADW to process such personal data for the purpose of performing the Services. ADW 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 Warehouse 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 ADW 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 ADW 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 ADW. Except for actions initiated by ADW 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 ADW. The award may be entered as a judgment of a court of record in the county where the award is made. The Client and ADW shall share equally the cost of arbitration. Client and ADW agree that disputes arising from this Agreement will be settled by binding arbitration, with Client selecting an arbitrator, ADW selecting an arbitrator and with a representative chosen by each party jointly selecting a third arbitrator. At its sole discretion, ADW, 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 ADW and acknowledged in writing by ADW. Notice of any change of address of the Client must be given by the Client to ADW in writing and acknowledged in writing by ADW on the following monthly statement and no notice of any change of address shall be valid or binding against ADW if given in any other manner.