



Client Name: _____

Address: _____

Attention: _____

Title: _____

Contract Issue Date: _____

Effective Date: _____

Contract Term: _____

Quoted By: _____

Commodity: _____

PUBLIC WAREHOUSING AGREEMENT TERMS AND CONDITIONS

1) PAYMENT Sec. 1

a) Client hereby agrees that all amounts due for services purchased from OS LOGISTICS are payable to the following address:

Attention:
OS Logistics
6060 Boat Rock Blvd.
Suite 900
Atlanta, GA 30336

- b) Client hereby agrees that all invoices are to be paid in full within 30 (thirty) days from the date of invoice. If any amounts are not paid within said period, service charge of two (2)% per month of the outstanding amount shall be added to the sum due.
- c) Client agrees to pay, in the event its account becomes delinquent and is turned over to any attorney for collection, reasonable attorney's fees plus all court and attendant collection costs.
- d) Upon termination of services for whatever reason and prior to the removal of all of the goods from the warehouse, Client agrees to pay all open invoices in full.

2) ACCEPTANCE Sec. 2

- a) In the absence of written acceptance, the act of tendering goods described herein within 30 days from the proposal date shall constitute acceptance by Client of the contract rates and terms.
- b) If goods tendered do not conform to the description contained herein or conforming goods are tendered after 30 days from the proposal date without written acceptance, Warehouseman may refuse to accept such goods. If Warehouseman accepts such goods, Client agrees to rates as may be invoiced by Warehouseman and to all terms of this contract.
- c) This contract may be canceled by either party upon 90 days written notice and is canceled if no services are performed for a period of 90 days.

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3) SHIPPING TO AND FROM WAREHOUSE Sec. 3

- a) Depositor agrees that all Goods shipped to Warehouse shall identify Depositor on the bill of lading or other contract of carriage as the named consignee in care of Warehouse and shall not identify Warehouse as the consignee. If, in violation of this Contract, Goods are shipped to Warehouse as named consignee on the bill of lading or other contract of carriage, Depositor agrees to immediately notify carrier in writing, with copy of such notice to Warehouse that Warehouse named as consignee is the "in care of party" only and has no beneficial title or interest in the Goods. Furthermore, Warehouse shall have the right to refuse such Goods and shall not be liable for any loss, misconsignment, or damage of any nature to, or related to, such Goods. Whether Warehouse accepts or refuses Goods shipped in violation of this Section 2. Depositor agrees to indemnify and hold Warehouse harmless from all claims for transportation, storage, handling and other charges relating to such Goods, including undercharges rail demurrage, truck intermodal detention and other charges of any nature whatsoever.

4) TENDER FOR STORAGE Sec. 4

- a) Depositor represents and warrants that Depositor is lawfully possessed of the Goods and has the right and authority to store them with Warehouse. Depositor agrees to indemnify and hold harmless the Warehouse from all loss. Cost and expense (including reasonable attorneys' fees) which Warehouse pays or incurs as a result of any dispute or litigation, whether instituted by Warehouse or others, respecting Depositor's right, title or interest in the Goods. Such amounts shall be charges in relation to the Goods and subject to Warehouse's lien.
- b) All goods for storage shall be delivered at the warehouse properly marked and packaged for handling. Client shall furnish, at or prior to delivery, a manifest showing marks brands or sizes to be kept and accounted for separately, and the class of storage and other services desired. Otherwise, the goods may be stored in bulk or assorted lots at the discretion of Warehouseman.

5) STORAGE PERIOD AND CHARGES Sec. 5

- a) Unless otherwise agreed in writing. All charges for storage are per package or other agreed unit per month. When based on weight, rates are computed on gross weight.
- b) Storage charges become applicable upon the date that Warehouseman accepts care, custody and control of the goods, regardless of unloading date or date of warehouse receipt.
- c) Except as provided in paragraph (d) of this section, a full month's storage charge will apply on all Goods received between the first and 15th, inclusive of a calendar month; one-half month's storage charge will apply on all Goods received between the 16th and the last day, inclusive of a calendar month, and a full month's storage charge will apply to all Goods in storage on the first day of the next and succeeding calendar months. All 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.
- d) When mutually agreed in writing by the Warehouse and the Depositor, a storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding months. All storage charges are due and payable on the first day of the storage month.

6) TRANSFER TERMINATION OF STORAGE REMOVAL OF GOODS Sec. 6

Customer Initials: _____ Date: _____



- a) Instructions to transfer goods on the books of Warehouseman are not effective until delivered to and accepted by Warehouseman. All charges up to the time transfer is made are chargeable to Client. If a transfer involves re-handling the goods, such will be subject to a charge. When goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transit.
 - b) Warehouseman may, without notice, move goods within the warehouse in which such goods are stored.
 - c) Warehouseman may upon written notice to Client and any other person known by Warehouseman to claim an interest in the goods. Require the removal of any goods by the end of the next succeeding storage month. Such notice shall be given to the last known place of business of the person to be notified. If goods are not removed before the end of the next succeeding storage month, Warehouseman may sell them in accordance with the law.
- 7) WAREHOUSEMAN'S LIEN Sec. 7
- a) References within this Section 7 are made with respect to Chapter 810 ICS. Warehouseman will assert and perfect his lien to collect past due charges.
 - b) A Warehouseman has a lien against the bailor on the goods covered by a warehouse receipt or on the proceeds thereof in his possession for charges for storage or transportation (including demurrage and terminal charges), insurance, labor, or charges present or future in relation to the goods, and for expenses necessary for preservation of the goods or reasonably incurred in their goods whenever deposited and it is stated in the receipt that a lien is claimed for charges and expenses in relation to other goods have been delivered by the Warehouseman. But against a person to whom a negotiable warehouse receipt is duly negotiated a Warehouseman's lien is limited to charges in an amount or at a rate specified on the receipt or if no charges are so specified then to a reasonable charge for storage of the goods covered by the receipt subsequent to the date of the receipt.
 - c) The Warehouseman may also reserve a security interest against the bailor for a maximum amount specified on the receipt for charges other than those specified in subsection (b), such as for money advanced and interest. Such a security interest is governed by the Article on Secured Transactions (Article 9).
 - d) A Warehouseman's lien for charges and expenses under subsection (b) or a security interest under subsection (c) is also effective against any person who so entrusted the bailor with possession of the goods that a pledge of them by him to a good faith purchaser for value would have been valid but is not effective against a person as to whom the document confers no right in the goods covered by it under Section 7-503.
 - e) A Warehouseman's lien on household goods for charges and expenses in relation to the goods under subsection (b) is also effective against all persons if the depositor was the legal possessor of the goods at the time of deposit. "Household goods" means furniture, furnishings and personal effects used by the depositor in a dwelling.
 - f) A Warehouseman loses his lien on any goods which he voluntarily delivers or which he unjustifiably refuses to deliver.

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8) HAZARDOUS GOODS Sec. 8

- a) Client shall notify Warehouseman of the characteristics of any of Clients goods that (1) require special handling instructions. Materials equipment or precautions; (2) may be hazardous or dangerous to Warehouseman's employees or agents, whether by handling or exposure; (3) are defined as hazardous materials under any Federal, State or local law or regulation governing the environment, including, without limitation, The Resource Conservation and Recovery Act (RCRA) and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA); or (4) are or should be reasonably believed or known to be likely to cause damage to the Warehouse, Clients Goods, or to other goods that may be stored by Warehouseman.
- b) If, as a result of a quality or condition of the goods, of which Warehouseman had no notice at the time of deposit, the goods are a hazard to her property or to the warehouse or to persons, Warehouseman may dispose of the goods on reasonable notification to all persons known to claim an interest in the goods. If Warehouseman disposes of them in any lawful manner, he shall incur no liability by reason of such disposition. Pending such disposition or return of goods, Warehouseman may remove the goods from the warehouse and shall incur no liability by reason of such removal.

9) HANDLING Sec. 9

- a) Handling charges cover the ordinary labor involved in receiving goods at warehouse door, placing goods in storage and returning goods to warehouse door all during normal business hours. Handling charges are invoiced on receipt of goods.
- b) Unless otherwise agreed, extra labor and materials for unloading and loading goods will be subject to a charge. Additional expenses incurred by Warehouseman in receiving and handling damaged goods and additional expenses in unloading from or loading into vehicles not at warehouse door will be charged to Client.
- c) Labor and materials used in loading rail cars or other vehicles are chargeable to the Depositor.
- d) When Goods are ordered out in quantities less than in which received, the Warehouse may make an additional charge for each order or each item of an order.
- e) The Warehouse shall not be liable for any demurrage or detention. And delays in unloading inbound cars, trailers or other containers, or any delays in obtaining and loading cars, trailers or other containers for outbound shipment unless warehouse has failed to exercise reasonable care.

10) DELIVERY REQUIREMENTS Sec. 10

- a) Goods shall be delivered or transferred by Warehouseman only with instructions properly provided by Client. When negotiable receipt is outstanding goods may be delivered upon instructions by telephone in accordance with prior written authorization, but Warehouse shall not be responsible for resulting loss or error.
- b) When a negotiable receipt has been issued, no goods covered by that receipt shall be delivered or transferred on the books of Warehouseman unless the receipt is 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 upon order of competent jurisdiction and the posting of security approved by the court.
- c) When goods are ordered out, a reasonable time shall be given to Warehouseman to carry instructions and, if he is unable to do so because of acts of God, war, public enemies, seizure under

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legal process, strikes, lockouts, riots and civil commotions, or any reason beyond Warehouseman's control, or because of loss or destruction to goods, for which Warehouseman is not liable, or because of any other excuse provided to by law, Warehouseman shall not be liable for failure to carry out such instructions.

11) EXTRA SERVICES (SPECIAL SERVICES) Sec. 11

- a) Warehouse labor required for services other than ordinary handling and storage will be charged to Depositor.
- b) Special services requested by Depositor including but not limited to compiling of special stock statements; reporting marked weights, serial numbers or other data from packages; physical check of Goods; and handling transit billing will be subject to a charge.
- c) Dunnage, bracing, packing materials or other special supplies, may be provided for the Depositor at a charge in addition to Warehouse cost.
- d) By prior arrangement, Goods may be received or delivered during other than usual business hours, subject to a charge.
- e) Communication expense including postage, overnight delivery, or telephone may be charged to Depositor is such concern more than normal inventory reporting or if, at the request of Depositor, communications are made by other than regular United States Mail.

12) MINIMUM CHARGES Sec. 12

- a) A minimum handling charge per lot and a minimum storage charge per lot per month will be made. When a warehouse receipt covers more than one lot or when a lot is in assortment, a minimum charge per mark, brand, or variety will be made.
- b) A minimum monthly charge to one account for storage and/or handling will be made. This charge will apply also to each account when one customer has several accounts each requiring separate records and billing.

13) LIABILITY AND LIMITATION OF DAMAGES Sec. 13

- a) Warehouseman shall not be liable for any loss or injury to goods stored, however caused, unless such loss or injury resulted from the failure of Warehouseman to exercise such care in regard to the stored goods as a reasonable careful man would exercise under like circumstances and Warehouseman is not liable for damages which could not have been avoided by the exercise of such care.
- b) Goods are not insured by Warehouseman against loss or injury however cause.
- c) Client acknowledges that under the reasonably careful Warehouseman standard of (a), Warehouseman shall not be responsible for shrinkage or loss in weight nor for loss or damage to goods resulting from improper packing, insufficient cooperage, breakage, boxing, crating, wear and tear, rust, corrosion or inherent qualities of the goods. Nor under such standard shall Warehouseman be responsible or liable for loss of goods by leakage or through failure to detect same or for concealed damage. All goods stored at owner's risk of loss, damage or delay by acts of God, civil or military authority enemies of the government. Insurrections, riots, strikes, civil commotions, seizure under legal process, labor disputes. lockouts, or intentional or malicious acts of third persons or any other organized opposition, windstorm, cyclone, corruption, earthquakes,

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tidal waves, tornadoes or degradation or any cause beyond the control of Warehouseman.

- d) In the case of goods lost or damaged due to causes for which both parties agree that Warehouseman is responsible, the manufacturer's cost of the goods involved shall be the measure of damages, but in no instance shall Warehouseman's liability exceed 150 times the base storage rate on a package, cube or per cwt, basis or 25 cents per pound, whichever is less, unless excess valuation is declared by Client at the time the goods are stored, in which case an additional monthly charge will be made.
- e) Liability for Consequential Damages - Warehouseman shall not be liable for any loss of profit or special, indirect, or consequential damages of any kind arising from services or other activities performed pursuant to this Agreement.
- f) Liability for Miss-shipment and Charge backs - If Warehouseman negligently miss-ships goods, the Warehouseman shall pay the reasonable transportation charges incurred to return such goods to Warehouseman facility and the reasonable transportation charges to ship the proper product. If the consignee fails to return the goods, Warehouseman's maximum liability for the lost or damaged goods shall be as specified in damage limitation found in this agreement, and Warehouseman shall have no liability for damages due to the consignee's acceptance or use of the goods whether such goods be those of the Depositor or another.
- g) In the event that the Warehouseman is utilizing the Client's Warehouse Management System only, and the client has the ability to manipulate the inventory records without visibility and approval by the Warehouseman, then the Warehouseman will have no liability for inventory shrinkage.
- h) The Client and Warehouseman agree to an annual shrink and damage allowance of .5% (1/2 of 1%).
- i) Any forbearance by Warehouseman under provisions (a) through (h) above shall not be construed as a waiver of such provision; rather, the same shall remain in full force and affect.

14) NOTICE OF CLAIM Sec. 14

- a) Claims by Client and all other persons must be presented in writing to Warehouseman within a reasonable time and in no event longer than either 60 days after delivery of the goods by Warehouseman, or 60 days after Client or the last known holder of a negotiable warehouse receipt is notified by Warehouseman that loss or injury to the goods has incurred. Whichever time is shorter.
- b) No action may be maintained by Client or others against Warehouseman for loss or injury to the goods stored unless timely written claim has been given as provided in paragraph (a) of this and unless such action is commenced either within nine months after date of delivery by Warehouseman. Or within nine months after Client or the last known holder of a negotiable warehouse receipt is notified that loss or injury to part or all of the goods has occurred. Whichever time is shorter.
- c) When goods have not been delivered, notice may be given of known loss or injury to the goods by mailing a registered or certified letter to Client of record or to the last known holder of a negotiable warehouse receipt. Time limitation for presentation of claim in writing and maintaining of action after notice begin on the date of mailing of such notice by Warehouseman.

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15) IN EVENT OF CONFLICT Sec. 15

- a) Certain additional terms and conditions are detailed in Addendum A of this Agreement. In the event of any conflict between the terms and conditions on Addendum A and the terms and conditions stipulate here, the Public Agreement shall prevail. Nothing herein shall be construed to extend Warehouseman's liability beyond the standard of care specified in Section 13.
- b) Terms and conditions are noted on the standard Warehouseman's Receipt (Receipt) issued at delivery. In the event of conflict working between the Receipt and the Warehouse Agreement Terms and Conditions, the Receipt shall prevail.

16) SUCCESSORSHIP Sec. 16

- a) This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided neither party to this Agreement shall assign or sublet its interest or obligations herein, without the prior written consent of the other party.

17) GOVERNIN NG LAW AND JURISDICTION Sec. 17

- a) This Contract and the legal relationship between the parties hereto shall be governed by and construed in accordance with the substantive laws of the state where the facility is located. Including Article 7 of the Uniform Commercial Code as ratified in that state, notwithstanding its conflict of laws rules. Any lawsuit or other action involving any dispute, claim or controversy relating in any way to this Contract shall be brought only in the appropriate state or federal court in the state where the Facility is located.

18) ACCURATE INFORMATION Sec. 18

- a) Depositor will provide Warehouse with information concerning the Goods which is accurate. Complete and sufficient to allow Warehouse to comply with all laws and regulations concerning the storage, handling and transporting of the Goods. Depositor will indemnify and hold Warehouse harmless from all loss. Cost penalty and expense (including reasonable attorneys' fees) which Warehouse pays or incurs as a result of Depositor failing to fully discharge this obligation.

19) DOCUMENTS OF TITLE Sec. 19

- a) Documents of title including warehouse receipts may be issued in physical or electronic form at the option of the Warehouseman. Electronic invoices may be submitted by Warehouseman to Client without attaching these Standard Terms and Conditions. In such event, it is agreed that these Standard terms And Conditions will continue to apply.

Date:
Rick Gill
Vice President of Operations
OS Logistics

Date:
Name:
Title:
Company:

Customer Initials: _____ Date: _____