

**Warehouse Service Agreement
Standard Terms and Conditions**

Article 1: Premises

Section 1.1 – Premises: WMT hereby agrees to provide Customer with warehouse space (“Premises”). WMT agrees to provide labor and material handling equipment to handle the Customer’s product on the Premises.

Article 2: Term

Section 2.1 – Original Term: The original term of this Agreement shall be month to month. Cancellation of the term of this agreement shall be given in writing no less than 30 days.

Article 3: Fees

Section 3.1 – Charges:

Terms are Net 30 Days from receipt of invoice. Subject to annual rate modification based on market conditions.

For rates and charges, please see Rate Sheet.

Article 4: Releases

Section 4.1 – Mutual Releases: WMT hereby releases and discharges Customer, its parent, subsidiary and affiliate companies, their respective agents and employees, of and from all liability to WMT and anyone claiming by, through or under WMT by subrogation or otherwise on account of any loss or damage caused by or arising out of any fire or other casualty, however caused. Customer hereby releases and discharges WMT, and any other persons, firms, and corporations having interest in the Premises, their agents and employees, of and from all liability to Customer and to anyone claiming by, through or under Customer by subrogation or otherwise on account of any loss or damage to Customer’s product caused by or arising out of any fire or other casualty, except to the extent caused by the negligence or misconduct of WMT, its employees or agents.

Article 5: Indemnities

Section 5.1 – LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE OR UTILIZATION OF FACILITIES, LOST SALES OR OPPORTUNITY COSTS, RESULTING FROM THE PARTY’S PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROHIBITION ON THE FOREGOING TYPES OF DAMAGES SHALL APPLY WHETHER THE DAMAGES ARE CHARACTERIZED AS “CONTRACT DAMAGES,” “TORT DAMAGES” OR OTHERWISE.

a. WMT’s liability for any loss, destruction, or damage to Commodities, whether received by WMT for warehouse services or arranged for transportation by WMT, is (i) limited to the extent of its own negligence or willful misconduct while such Commodities are under WMT’s care, custody or control; and (ii) subject to all limitations as set forth herein and, in each SOW, hereunder.

WMT Logistics, Inc.
Warehouse-Management-Transportation

b. WMT shall not be liable for any loss, destruction, or damage to Customer's Commodities while in the care, custody, control or possession of any WMT storage, Trucking, air, rail services including non-WMT motor carriers.

c. WMT shall not be liable in any event for: (1) shrinkage or loss of weight of any Commodities; (2) physical loss or destruction, or damage to Commodities resulting from improper packing, breakage, boxing, crating, wear and tear or inherent qualities of the Commodities; (3) any damages for untimely delivery whatsoever and/or, (4) loss of Commodities by leakage or through failure to detect same or for concealed damage.

d. In the event of any liability of WMT hereunder for loss of or damage to Commodities, the maximum liability of WMT for such loss shall be the manufacturer's cost of the Commodities, provided however, that CUSTOMER AGREES THAT WMT'S MAXIMUM LIABILITY FOR LOSS OF OR DAMAGE TO THE COMMODITIES SHALL NOT EXCEED A MAXIMUM OF TEN THOUSAND DOLLARS (\$10,000) PER OCCURRENCE, OR SUCH LESSER AMOUNT AS MAY BE PROVIDED IN A SOW.

e. WMT shall have no liability, or obligation to indemnify Customer, for any claims arising from Customer's import or export compliance responsibilities or for import or export related Services provided under this Agreement at Customer's direction, including any fines, duties, penalties or other claims by Customer or any third party, including any governmental or regulatory body, arising out of or in connection with such Services, and Customer will, at WMT's first written request, fully defend (including payment of WMT's reasonable attorneys' fees and costs), indemnify and hold harmless WMT from and against such claims, except to the extent such claims were caused by WMT's acts or omissions. Without limitation to the foregoing, for shipments requiring a U.S. State Department or Commerce Department export license, Customer agrees that it remains liable for and will hold WMT, its officers, directors, employees, and agents, harmless from and against all claims, damages, liabilities, actions, losses, costs and expenses of any nature whatsoever in any manner arising out of Customer's failure to comply with U.S. law applicable to the exportation, re-exportation, or transfer of such shipments.

Section 5.2 – Acts of God: Notwithstanding anything to the contrary contained in this agreement, if the Premises shall at any time during the term hereof be damaged or destroyed by fire, earthquake or other casualties or acts of God, WMT or Customer may terminate this Agreement.

Section 5.2 – Warehouse General Lien: Warehouse shall have a general warehouse lien for all lawful charges for storage and preservation of the Goods; any amounts due under this Agreement or a SOW, and for the balance on any other accounts that may be due. Warehouse further claims a general warehouse lien for all such charges, advances, and expenses with respect to any other Goods stored by the Depositor in any other facility owned or operated by Warehouse. To protect its lien, Warehouse reserves the right to require advance payment of all charges prior to shipment of Goods.

Article 6: Insurance

Section 6.1 – Insurance:

a. At all times during the Term of this Agreement, WMT and Customer shall maintain insurance of the types and amounts specified below or in the amount required by law, whichever is greater, and shall furnish one another with certificates of insurance evidencing such insurance on request:

1. Worker's Compensation Insurance as required by applicable law or regulation.
2. Employer's Liability Insurance of at least One Million Dollars (\$1,000,000) per person/per occurrence/per occupational disease.
3. Commercial Automobile Liability Insurance with limits of liability for any auto of not less than One Million Dollars (\$1,000,000) per occurrence, or in such greater amount as may be required by regulatory bodies having jurisdiction.
4. Commercial General Liability Insurance written on a current ISO standard form or its equivalent, providing extended coverage, including without limitation blanket contractual liability; personal injury and advertising liability; fire legal liability; broad form property damage liability, including completed operations; additional persons insured (employees); and extended bodily injury coverage; with limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence.

b. Certificates of insurance evidencing the required coverage and limits shall provide that if any of the above-described policies be canceled before the expiration date thereof, notice will be given in accordance with the policy provisions. Each party to this Agreement shall furnish to the other copies of any endorsements subsequently issued which amend coverage or limits.

Article 7: Termination

Section 7.1 – Termination for Convenience: Customer may without cause, and without penalty, at any time, terminate this Agreement. Customer shall provide WMT with thirty (30) days prior written notice of its election to terminate for convenience. WMT may without cause, and without penalty, at any time, terminate this Agreement. WMT shall provide the customer with thirty days (30) prior written notice of its election to terminate for convenience.

Section 7.2 – Obligations for Early Termination: In the event of early termination of this Agreement, the Monthly Storage Minimum rates will apply. WMT will invoice the customer for warehouse Storage for any time remaining between the early termination date of this agreement.

a. In the event of early termination of this Agreement, all unpaid Start-Up costs will become due and payable to WMT on the date said agreement terminates. In the event any Start-Up costs remain unpaid **after** the termination of said agreement, a quantity of inventory, corresponding in approximate value to the unpaid Start-Up costs, will be withheld from final shipment until said Start-Up costs are paid in their entirety.

Article 8: Miscellaneous

Section 8.1 – Notices: Notices and demands required or permitted to be given hereunder shall be given in person or by registered or certified mail and shall be addressed, if to WMT, at the above address, or the last known address of WMT; if to Customer, at such address as Customer shall designate by written notice to WMT. Notwithstanding the foregoing, any notices that are required to be given to Customer hereunder concerning matters of insurance, including but not limited to certificates of insurance and notices of policy modifications, cancellation, termination or expiration, shall be given by in person or by registered or certified mail and shall be addressed to Customer at the address above. Notices and demands shall be deemed to have been given when delivered in person or mailed, unless specifically provided otherwise herein.

Section 8.2 – Successors: All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns, who shall be entitled to enforce any or all of the provisions of the Agreement or shall have any rights hereunder whatsoever.

Section 8.3 – Exhibits: All exhibits referred to in and attached to this Agreement are hereby made a part of this Agreement.

Section 8.4 – Marketing: WMT may, with Customer's permission, use Customer's company name or Logo for any marketing campaigns, which rights shall terminate upon termination of this Agreement.

Section 8.5 – Governing Law: This agreement is governed by the laws of the State of California.

Section 8.6 – Severability: If any clause, provision, or paragraph of this Agreement is ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or enforce ability of such clause, provision or paragraph will not affect any of the remaining clauses, provisions or paragraphs hereof.
