

**GLOBAL FREIGHT SOLUTIONS, INC.**  
**WAREHOUSE STORAGE AGREEMENT**  
**Version 1.4 Effective May 20, 2019**

**ACCEPTANCE – Sec. 1**

- (a) This contract (the “Contract”), including accessorial charges that may be related hereto, must be accepted within 30 days from the proposal date by signature of Depositor. In the absence of written acceptance, the act of tendering Goods described herein for storage or other services by Warehouse within 30 days from the proposal date shall constitute acceptance by Depositor. Depositor has had the opportunity to review and inspect the warehouse facility (“Facility”). Notwithstanding the time for acceptance stated above, if Depositor tenders Goods for acceptance at any time after executing this Contract, the terms of this Contract will govern the storage of such Goods unless Depositor has executed a substitute agreement or unless Warehouse has, in writing, waived or modified the terms of this Contract. For purposes of this Contract, “Warehouse” means Global Freight Solutions, Inc., a California corporation, and “Depositor” means the customer of Warehouse that stores Goods with Warehouse in accordance with this Contract and that becomes a party to this Contract in accordance.
  
- (b) In the event that Goods tendered for storage or other services do not conform to the description contained herein, or conforming Goods are tendered after 30 days from the proposal date without prior written acceptance by Depositor as provided in paragraph (a) of this section, Warehouse may refuse to accept such Goods. If Warehouse accepts such Goods, Depositor agrees to rates and charges as may be assigned and invoiced by Warehouse and to all terms of this Contract; provided, however, if Depositor tenders Goods for acceptance at any time after executing this Contract, the terms of this Contract will govern the storage of such Goods unless Depositor has executed a substitute agreement or unless Warehouse has, in writing, waived or modified the terms of this Contract.
  
- (c) Any Goods accepted by Warehouse shall constitute Goods under this Contract.
  
- (d) This Contract may be canceled by either party upon 30 days written notice and is canceled if no storage or other services are performed under this Contract for a period of 180 days.

**SHIPMENTS TO AND FROM WAREHOUSE – Sec. 2**

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.

### **TENDER OF GOODS – Sec. 3**

All Goods shall be delivered at the Facility properly marked and packaged for storage and handling. The Depositor shall furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired. All Goods must be free of insects, rodents, mold and odors that could potentially damage other products stored in the Warehouse. No hazardous materials of any nature or quantity will be permitted into the Warehouse.

### **STORAGE PERIOD AND CHARGES – Sec. 4**

- (a) Unless otherwise agreed in writing, all charges for storage are per package or other agreed unit per month.
- (b) The storage month begins on the date that Warehouse accepts care, custody and control of the Goods, regardless of unloading date or date of issue 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 the 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.
- (e) Customer agrees to pay GFS's invoices in accordance with the terms stated in the invoices or, if no such terms are stated, in accordance in accordance with GFS terms & conditions. Customer agrees that GFS will be entitled to an additional 1.5% of the outstanding amount in accruing interest for each month or fraction thereof from the invoice due date.

### **TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOOD – Sec. 5**

- (a) Instructions to transfer Goods on the books of the Warehouse are not effective until delivered to and accepted by Warehouse, and all charges up to the time transfer is made are chargeable to the Depositor. 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 transfer.

- (b) The Warehouse reserves the right to move, at its expense, any Goods in storage from the Facility in which they may be stored to any other of Warehouse's Facilities.
- (c) The Warehouse may, upon written notice of not less than 30 days to the Depositor and any other person known by the Warehouse to claim an interest in the Goods, require the removal of any Goods. 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 notice period, the Warehouse may sell them in accordance with applicable law.
- (d) If Warehouse in good faith believes that the Goods are about to deteriorate or decline in value to less than the amount of Warehouse's lien before the end of the 30-day notice period referred to in Section 5(c), the Warehouse may specify in the notification any reasonable shorter time for removal of the Goods and if the Goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law.
- (e) If as a result of a quality or condition of the Goods of which the Warehouse had no notice at the time of deposit the Goods are a hazard to other property or to the Facility or to persons, the Warehouse may sell the Goods at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the Goods. If the Warehouse after a reasonable effort is unable to sell the Goods it may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition, sale or return of the Goods, the Warehouse may remove the Goods from the Facility and shall incur no liability by reason of such removal.

#### **HANDLING – Sec. 6**

- (a) The handling charge covers the ordinary labor involved in receiving Goods at warehouse door, placing Goods in storage, and returning Goods to warehouse door. Handling charges are due and payable on receipt of Goods.
- (b) Unless otherwise agreed in writing, labor for unloading and loading Goods will be subject to a charge. Additional expenses incurred by the Warehouse in receiving and handling damaged Goods, and additional expense in unloading from or loading into cars or other vehicles not at warehouse door will be charged to the Depositor.
- (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, any 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.

- (f) Goods which are subject to damage through temperature or humidity changes or other causes incident to general storage will be received in general storage only at Depositor's risk for such damage as might result from general storage conditions.

#### **DELIVERY REQUIREMENTS – Sec. 7**

- (a) No Goods shall be delivered or transferred except upon receipt by the Warehouse of Depositor's complete written instructions. Written instructions shall include, but are not limited to, FAX, EDI, e-mail or similar communication, provided Warehouse has no liability when relying on the information contained in the communication as received. Goods may be delivered upon instruction by telephone in accordance with Depositor's prior written authorization, but the Warehouse shall not be responsible for loss or error occasioned thereby.
- (b) When Goods are ordered out a reasonable time shall be given the Warehouse to carry out instructions, and if it is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots or civil commotions, or any reason beyond the Warehouse's control, or because of loss of or damage to Goods for which Warehouse is not liable, or because of any other excuse provided by law, the Warehouse shall not be liable for failure to carry out such instructions and Goods remaining in storage will continue to be subject to regular storage charges. Additionally, if weather or other conditions present a risk to the shipment of Goods, Warehouse may, in Warehouse's sole discretion, refuse to release Goods for shipment unless and until Depositor has executed a written waiver satisfactory to Warehouse, releasing Warehouse from liability for damage to such Goods caused by weather or other conditions

#### **EXTRA SERVICES (SPECIAL SERVICES) – Sec. 8**

- (a) Warehouse labor required for services other than ordinary handling and storage will be charged to the 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 the Warehouse's 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 the Depositor if such concern more than normal inventory reporting or if, at the request of the Depositor, communications are made by other than regular United States Mail.
- (f) The Warehouse may provide at a specific charge, some or all software, hardware, data lines and personnel to map and transmit Electronic Data Interchange (“EDI”) documents, interface shipment data, manually input data, scan and generate retailer specified labels (bar code), engage in UPC numerology record and maintenance and credibility, and other ancillary services (including testing systems interfaces related to shipments of merchandise in an automated environment), and the Warehouse shall not be liable for any loss or injury to Goods, transactions, shipment data or business stipulations or the consequences of any contractual sales terms between the Depositor and other third parties including but not limited to retail trading or transportation partners. Neither the Warehouse nor its officers, directors, subcontractors or agents shall have any liability for any loss, claims or damages, direct, indirect or consequential (including but not limited to lost profits, business interruption, loss of business information, loss of sales or lost business of the depositor), chargebacks or other retailer penalties, incidental or other damages (real or imagined), arising out of or relating to the Warehouse engaging in EDI, data transmissions, bar code scanning, RFID, labeling or other retail compliance provisions on the depositor’s behalf regardless of whether any claim is based upon warranty, contract or tort. The Depositor shall be liable for any retailer chargebacks, penalties, fees or deductions, as a result of, or consequential to, the Warehouse’s efforts to perform said services on behalf of the Depositor, or in the execution of such services

**BONDED STORAGE – Sec. 9**

- (a) A charge in addition to regular rates will be made for merchandise in bond.
- (b) Where a warehouse receipt covers Goods in U.S. Customs bond, Warehouse shall have no liability for Goods seized or removed by U.S. Customs or by any other governmental agency.

**MINIMUM CHARGES – Sec. 10**

- (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.

**LIABILITY AND LIMITATION OF DAMAGES – Sec. 11**

- (a) WAREHOUSE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO



GOODS TENDERED, STORED OR HANDLED HOWEVER CAUSED UNLESS SUCH LOSS OR DAMAGE RESULTED FROM THE FAILURE BY WAREHOUSE TO EXERCISE SUCH CARE IN REGARD TO THEM AS A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES AND WAREHOUSE IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE.

- (b) THE GOODS ARE NOT INSURED BY WAREHOUSE AGAINST LOSS OR DAMAGE HOWEVER CAUSED. THE DEPOSITOR AND/OR THE BENEFICIAL OWNER OF THE GOODS IS RESPONSIBLE FOR PROCURING AND MAINTAINING ITS OWN INSURANCE TO PROTECT THE GOODS.
- (C) THE DEPOSITOR DECLARES THAT DAMAGES ARE LIMITED TO 10X THE MONTHLY STORAGE BILLING INVOICE PROVIDED, HOWEVER, THAT SUCH LIABILITY MAY AT THE TIME OF ACCEPTANCE OF THIS CONTRACT AS PROVIDED IN SECTION 1 BE INCREASED UPON DEPOSITOR'S WRITTEN REQUEST ON PART OR ALL OF THE GOODS HEREUNDER IN WHICH EVENT AN ADDITIONAL MONTHLY CHARGE WILL BE MADE BASED UPON SUCH INCREASED VALUATION.
- (D) WHERE LOSS OR DAMAGE OCCURS TO TENDERED, STORED OR HANDLED GOODS, FOR WHICH WAREHOUSE IS NOT LIABLE, THE DEPOSITOR SHALL BE RESPONSIBLE FOR THE COST OF REMOVING AND DISPOSING OF SUCH GOODS AND THE COST OF ANY ENVIRONMENTAL CLEANUP AND SITE REMEDIATION RESULTING FROM THE LOSS OR DAMAGE TO THE GOODS.
- (E) ASSEMBLY, QUALITY CONTROL, INSPECTIONS, REWORKING, SEWING, MENDING, REPAIRING, PACKAGING, RECOUPING, LABELING, FIXING OR MANUFACTURING SERVICES PERFORMED BY THE WAREHOUSE (INCLUDING FURNITURE ASSEMBLY)(COLLECTIVELY, "WORKMANSHIP") IS WARRANTED BY THE WAREHOUSE TO BE PERFORMED SUBSTANTIALLY IN ACCORDANCE WITH WRITTEN DESIGNS, PLANS OR INSTRUCTIONS RENDERED BY THE DEPOSITOR. THE PARTIES AGREE AND RECOGNIZE THAT COMPONENT PARTS MAY SUFFER BREAKAGE IN THE COURSE OF ASSEMBLY, REWORKING OR MANUFACTURING AND THAT THE DEPOSITOR ASSUMES ALL RISKS FOR LOSS BY SUCH BREAKAGE OCCURRING DURING THE NORMAL ASSEMBLY PROCESS - EXCLUDING GROSS NEGLIGENCE BY THE WAREHOUSE OR ITS EMPLOYEES, SUBCONTRACTORS, OR AGENTS. IF THE WORKMANSHIP PERFORMED BY THE WAREHOUSE RESULTS IN DEFECTIVE FINAL PRODUCTS AS A RESULT OF IMPROPER ASSEMBLY (NOT SUBSTANTIALLY ACCORDANCE WITH PRE-AGREED WRITTEN SPECIFICATIONS FROM DEPOSITOR) THEN THE WAREHOUSE WILL REPLACE SAID DEFECTIVE WORKMANSHIP IF DEPOSITOR RETURNS THE GOODS AT ITS EXPENSE. WAREHOUSE'S WORKMANSHIP WARRANTY

DOES NOT INCLUDE THE COST OF FACTORY SUPPLIED MATERIALS OR PARTS REPLACEMENT, TRANSPORTATION, CUSTOMS CLEARANCE, RECOUPING, PACKAGING, CHARGE BACKS OR RETURNS INCURRED IN RETAILING OR OTHER INCIDENTALS, WHICH RISK IS BORNE SOLELY BY THE DEPOSITOR.

- (F) WAREHOUSE ASSUMES NO RISKS OF PRODUCT LIABILITY FOR DEPOSITOR (OR ITS CUSTOMERS) NOR DOES WAREHOUSE PROVIDE DEPOSITOR WITH PRODUCT LIABILITY INSURANCE. AS THE PRODUCTS, PACKAGING AND MATERIALS UTILIZED ARE ALL OF DEPOSITOR'S DESIGN AND SELECTION, THE DEPOSITOR ASSUMES ALL RISKS ASSOCIATED THERETO, INCLUDING ANY IDEAS, PROCESSES, PACKAGING, OR MATERIALS THAT WAREHOUSE MAY SUGGEST FOR POSSIBLE CONSIDERATION IN THE DEPOSITOR'S SELECTION DECISION. THE DEPOSITOR SHALL INDEMNIFY WAREHOUSE AND SAVE AND HOLD HARMLESS FROM ALL LIABILITY AND CLAIMS, DEMANDS, DAMAGES, AND COSTS OF EVERY KIND AND NATURE, INCLUDING ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF INJURY TO OR DEATH OF PERSONS (INCLUDING EMPLOYEES, SUB CONTRACTORS OR AGENTS) AND DAMAGE TO ANY AND ALL PROPERTY INCLUDING LOSS OF USE THEREOF RESULTING FROM OR IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT OR THE PRODUCTS RESULTING THEREOF; EXCEPTING ONLY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE WAREHOUSEMAN. DEPOSITOR SHALL, UPON REQUEST OF WAREHOUSEMAN, DEFEND AND SATISFY ANY AND ALL SUITS OF JUDGMENTS ARISING FROM WORK PERFORMED OR PRODUCTS RESULTING FROM WORK PERFORMED UNDER THIS CONTRACT INCLUDING ALL THIRD PARTY CLAIMS. WAREHOUSEMAN DOES NOT WARRANT THE QUALITY OR INTEGRITY OF COMPONENTS OR PARTS SUPPLIED BY DEPOSITOR'S VENDORS OR FACTORIES. WAREHOUSEMAN WILL EXERCISE GOOD JUDGMENT IN REPORTING DEFECTIVE MATERIALS RECEIVED FROM VENDORS TO DEPOSITOR IN A TIMELY MANNER AND AWAIT DISPOSITION INSTRUCTIONS.
- (G) DEPOSITOR ASSUMES ALL RESPONSIBILITY FOR RETURNS AND/OR CHARGEBACKS FROM ITS RETAILERS OR OTHER CUSTOMERS. DEPOSITOR WILL NOT CHARGE BACK WAREHOUSE FOR ANY AMOUNTS ACCEPT AS MUTUALLY AGREED IN WRITING. DEPOSITOR ASSUMES RESPONSIBILITY FOR ALL RETURNS AND MAY NOT SHIP GOODS BACK TO WAREHOUSE WITHOUT PRIOR WRITTEN CONSENT OF THE WAREHOUSE. DEPOSITOR MAY SEPARATELY CONTRACT WITH WAREHOUSE TO REWORK OR REPACKAGE ANY RETURNED MERCHANDISE.



- (H) WITHOUT LIMITING THE GENERALITY OF THE OTHER PROVISIONS OF THIS ARTICLE 11, THE DEPOSITOR AGREES THAT THE WAREHOUSE IS NOT RESPONSIBLE FOR LOST SALES, MARKET CONDITIONS, OR OTHER BUSINESS TRENDS OR CONDITIONS (REAL OR IMAGINED); FOR THE QUALITY OR CLEANLINESS OF GOODS OR PACKAGING OR FOR MISUNDERSTANDINGS OR LACK OF CUSTOMER SERVICE RELATED TO GOODS THAT MAY HAVE BEEN STORED OR HANDLED BY THE WAREHOUSE HEREUNDER. DEPOSITOR FURTHER HOLDS THE WAREHOUSE HARMLESS FOR ROUTINGS, SCHEDULING, MISSED DELIVERIES, FREIGHT CHARGES, C.O.D. COLLECTIONS, TRANSPORTATION RELATED CLAIMS AND THEIR PROCESSING, MISDELIVERIES, SHORTAGES AND DAMAGES (CONCEALED OR OTHERWISE) AND THE SOLVENCY AND DEPENDABILITY OF CARRIERS AS IT MAY RELATE TO THE PRE WAREHOUSE OR POST WAREHOUSE INLAND TRANSPORTATION SERVICES FOR DEPOSITOR'S GOODS, WHICH MAY BE ANCILLARY TO SUCH STORAGE OR HANDLING BY THE WAREHOUSE.

**NOTICE OF CLAIM AND FILING OF SUIT; BINDING MEDIATION OR ARBITRATION – Sec. 12**

- (a) Claims by the Depositor and all other persons must be presented in writing to the Warehouse within a reasonable time, and in no event any later than the earlier of: (i) 60 days after delivery of the Goods by the Warehouse or (ii) 60 days after Depositor is notified by the Warehouse that loss or damage to part or all of the Goods has occurred.
- (b) No lawsuit or other action may be maintained by the Depositor or others against the Warehouse for loss or damage to the Goods unless timely written claim has been given as provided in paragraph (a) of this section and unless such lawsuit or other action is commenced by no later than the earlier of: (i) nine months after date of delivery by Warehouse or (ii) nine months after Depositor is notified that loss or damage to part or all of the Goods has occurred.
- (c) When Goods have not been delivered, notice may be given of known loss or damage to the Goods by mailing of a letter via certified mail or overnight delivery to the Depositor. Time limitations for presentation of claim in writing and maintaining of action after notice begin on the date of mailing of such notice by Warehouse.
- (d) ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE BREACH THEREOF SHALL BE SUBMITTED BY EITHER PARTY UPON WRITTEN NOTICE TO FINAL AND BINDING ARBITRATION AND OR MEDIATION, WITH A MUTUALLY AGREED ARBITRATION ASSOCIATION OR MEDIATION FACILITATOR, BASED IN LOS ANGELES COUNTY, CALIFORNIA (FOR CALIFORNIA TRANSACTIONS), IN



ACCORDANCE WITH THE THEN-CURRENT RULES OF THE MUTUALLY AGREED ARBITRATION ASSOCIATION OR MEDIATION FACILITATOR. ARBITRATION/MEDIATION COSTS SHALL BE SHARED EQUALLY BY THE PARTIES AND THE OUTCOME SHALL BE BINDING AND ENFORCEABLE BY COURT HAVING COMPETENT JURISDICTION. PRE-ARBITRATION OR PREMEDIATION DISCOVERY SHALL BE DETERMINED BY THE MUTUALLY AGREED ARBITRATION ASSOCIATION OR MEDIATION FACILITATOR UPON REQUEST OF ANY PARTY AND MANAGED BY ANY ARBITRATOR OR MEDIATOR APPOINTED FOR THAT PURPOSE. THIS ARBITRATION/MEDIATION PROVISION SHALL NOT WAIVE, MODIFY, OR OTHERWISE AFFECT IN ANY WAY THE WAREHOUSE ABSOLUTE AND UNQUALIFIED RIGHT TO TERMINATE THE BAILMENT OF GOODS STORED AT ITS PREMISES, OR TO SATISFY ITS RIGHTS TO EXECUTE A LIEN FOR MONEYS DUE ON ACCOUNT, AS ESTABLISHED BY THESE TERMS AND CONDITIONS, OR UNDER ANY WAREHOUSING OR SERVICES CONTRACT IN EFFECT BETWEEN THE PARTIES, OR THE PROVISIONS OF CALIF. UNIFORM COMMERCIAL CODE § 7206, 7209 AND 7210 (FOR CA TRANSACTIONS), OR ACTIONS UNDERTAKEN BY GFS PURSUANT TO CALIFORNIA CIVIL CODE § 3051.5.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS DESCRIBED IN THIS SECTION TO ARBITRATION OR MEDIATION AS PROVIDED ABOVE .

### **LIABILITY FOR CONSEQUENTIAL DAMAGES – Sec. 13**

WAREHOUSE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFIT OR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

### **LIABILITY FOR MISSHIPMENT – Sec. 14**

If Warehouse negligently misships Goods, the Warehouse shall pay the reasonable transportation charges incurred to return the misshipped Goods to the Facility. If the consignee fails to return the Goods, Warehouse's maximum liability shall be for the lost or damaged Goods as specified in Section 11 above, and Warehouse 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.

### **MYSTERIOUS DISAPPEARANCE – Sec. 15**

Warehouse shall be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance of Goods only if Depositor establishes such loss occurred because of Warehouse's failure to exercise the care required of Warehouse under Section 11 above. Any presumption of conversion imposed by law shall not apply to such loss and a claim by Depositor of conversion must be established by affirmative evidence that the Warehouse converted the Goods to the Warehouse's own use.

## **RIGHT TO STORE GOODS – Sec. 16**

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. In no event shall Warehouse be named as the titleholder or named consignee of any Goods stored.

## **ACCURATE INFORMATION – Sec. 17**

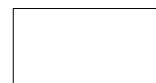
Depositor will provide Warehouse with information concerning the Goods which is accurate, complete and sufficient to allow Warehouse to comply with all laws and regulations concerning the storage, handling and transporting of the Goods. Depositor will indemnify and hold Warehouse harmless from all loss,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

## **SEVERABILITY AND WAIVER – Sec. 18**

- (a) If any provision of this Contract, or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected thereby but shall remain in full force and effect.
- (b) Warehouse's failure to require strict compliance with any provision of this Contract shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this Contract.
- (c) The provisions of this Contract shall be binding upon the heirs, executors, successors and assigns of both Depositor and Warehouse; contain the sole agreement governing Goods tendered to the Warehouse; and, cannot be modified except by a writing signed by Warehouse and Depositor.

## **LIEN – Sec. 19**

Warehouse shall have a general warehouse lien for all lawful charges for storage and preservation of the Goods; also for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing cooperating, and other charges and expenses in relation to such Goods, for the balance on any other accounts that may be due, and for reasonable attorney's fees incurred by the Warehouse in the exercising of the warehouse lien. 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. In order to protect its lien, Warehouse reserves the right to require advance payment of all charges prior to shipment of Goods. Nothing in this Contract shall be construed to diminish in any way Warehouse's statutory or



common law lien rights pursuant to applicable law (including, without limitation, Section 7-209 of the California Commercial Code). Warehouse may refuse to release or ship any Goods until all charges and expenses related to such Goods have been paid in full. The Depositor holds the Warehouse harmless and releases absolutely and forever the Warehouse from any claims, suits, actions or causes of actions or attorney's fees incurred by the Depositor in connection with the Warehouse exercising liens rights and the final disposition of the Depositor's Goods hereunder.

**DOCUMENTS OF TITLE - Sec.20**

Documents of title, including warehouse receipts, may be issued either in physical or electronic form at the option of the parties.

**GOVERNING LAW AND JURISDICTION – Sec. 21**

This Contract and the legal relationship between the parties hereto shall be governed by and construed in accordance with the substantive laws of California (including, without limitation, Article 7 of the California Commercial Code), 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 solely and exclusively in the state or federal courts located in Los Angeles, California.

**ELECTRONIC SIGNATURE- Sec. 22**

This Contract may be executed and delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date