
WAREHOUSING TERMS AND CONDITIONS

These Warehousing Terms and Conditions (“Warehousing Terms”) govern all warehousing-related services provided by **RGR Global Logistics, LLC** (“RGR”), including, but not limited to, storage, order fulfillment, packaging, labeling, inventory control, cross-docking, transloading, and any other related services (collectively, “Warehousing Services”) involving any commodities, equipment, or goods (“Goods”). Warehousing Services may be performed through various means, including, without limitation, the use of warehouses, containers, trailers, or storage lots (collectively, the “Warehouse,” which term shall include the owner or lessor thereof, as applicable).

These Warehousing Terms are intended to supplement and be read in conjunction with RGR’s General Terms and Conditions (“General Terms”) in effect as of the date these Warehousing Terms are executed by the entity or individual identified below (“Customer”). In the event of any conflict between the General Terms and these Warehousing Terms, the Warehousing Terms shall control solely with respect to the Warehousing Services.

By signing these Warehousing Terms, whether by physical or electronic signature, Customer acknowledges and agrees to be bound by both the General Terms and these Warehousing Terms. The General Terms are available at www.rgrlogisticsusa.com, or a copy will be provided upon request.

The term of these Warehousing Terms shall continue for so long as RGR is providing Warehousing Services to the Customer, or for as long as the Customer’s Goods remain in a Warehouse as a result of RGR’s performance of Warehousing Services, whichever period is longer.

- **Company shall arrange for the storage of Customer’s Goods at a Warehouse.** Customer agrees to be bound by the terms and conditions of such Warehouse, which are incorporated herein by reference, and a copy of which shall be made available to Customer upon request. **Customer represents and warrants** that it lawfully possesses the Goods, has the full right and authority to store them, and will identify itself as the consignee on the applicable bill of lading or other contract of carriage (“BOL”), using the designation “in care of” the Warehouse. Under no circumstances shall Customer identify the Company or the Warehouse as the consignee.
- **Customer shall provide a timely and accurate description of the Goods**, including any special handling, storage, or security requirements. Customer shall ensure that all Goods are properly marked, labeled, and packaged for storage and handling. Prior to delivery, Customer shall furnish a complete manifest identifying the types, marks, brands, or sizes of the Goods to be stored and accounted for separately, along with the requested class of storage and any additional services desired. **Company or Warehouse reserves the right to refuse acceptance of any Goods** that do not conform to the description or requirements provided by Customer, or for any other reason, in

their sole discretion, without incurring any liability as result of such refusal.

- **Company shall invoice Customer for Warehousing Services** in accordance with the rates, charges, and provisions mutually agreed upon by the parties or, where applicable, as set forth in the Warehouse's terms and conditions. All such rates and charges are subject to adjustment based on prevailing market conditions or the condition of the Goods. Customer shall not withhold or offset any amounts due to Company under any circumstances.

If:

- (i) Customer fails to make timely payments owed to Company;
- (ii) Customer breaches these Warehousing Terms or the General Terms;
- (iii) the Goods are at risk of deterioration or a decline in value; or
- (iv) the Goods pose a risk to persons or property within the Warehouse,

then **Company or Warehouse may, in their sole discretion and without liability**, exercise any form of lawful self-help ("Self Help"), including, without limitation, public or private sale, relocation, transfer, return, or disposal of the Goods.

Customer expressly waives any statutory notice or advertisement requirements related to the sale or disposal of the Goods in the event of Self Help. In such instances, Company or Warehouse shall provide a minimum of five (5) business days' prior written notice to Customer by U.S. Mail or overnight courier, with a courtesy copy via email, using the most recent contact information on file. It is the Customer's sole responsibility to update Company with any change in mailing or email address.

Customer hereby waives and releases Company and Warehouse from any and all claims, liabilities, or damages arising from the exercise of Self Help. Customer shall be responsible for all costs and expenses incurred by Company and/or Warehouse in connection with Self Help, which may be deducted from the proceeds, if any, realized from the sale or other disposition of the Goods.

- **Warehouse shall not be liable for any loss or damage to Goods** that are tendered, stored, or handled, however caused, unless such loss or damage is the direct result of Warehouse's failure to exercise the level of care that a reasonably prudent person would exercise under similar circumstances. **Warehouse shall not be liable for any loss or damage that could not have been avoided by the exercise of such reasonable care. Goods are not insured by Warehouse or Company** against loss or damage, regardless of cause. It is the sole responsibility of Customer to obtain and maintain adequate insurance coverage for the Goods at all times. **In the event that** Goods are lost or damaged and **Warehouse is not liable**, Customer shall be responsible for all associated costs, including but not limited to the **removal and disposal** of such Goods and any **environmental cleanup or site remediation** resulting from such loss or damage. Neither Company nor Warehouse shall bear any liability for **Goods seized, detained, or removed by U.S.**

Customs or the customs authorities of any other jurisdiction in which the Goods are stored.

- **Company is a broker or transportation intermediary** and does not operate as a warehouse or carrier. Company will not, under any circumstance, be held liable for loss, damage, or delay to Customer's Goods in performance of the Warehousing Services. For all other claims, Company's liability is limited to the amount Customer paid Company in the preceding one (1) month for Warehousing Services. Neither Company nor Warehouse will be liable for any loss of profit, special, indirect, or consequential damages of any kind.
- **All claims for loss, damage, or delay of Goods** by Customer or any other party must be submitted in writing to Warehouse within a reasonable time, and **in no event later than the earlier of:**
 - (a) **thirty (30) days after delivery of the Goods** by Warehouse or Company, or
 - (b) **thirty (30) days after Customer receives notice** of the loss or damage to all or any portion of the Goods.

Failure to timely submit a written claim in accordance with this provision shall constitute a full waiver of such claim.

- **No lawsuit or legal action may be brought by Customer or any other party** against Warehouse for loss or damage to the Goods unless:
 - (a) a **timely written claim** has been submitted in accordance with these Warehousing Terms, and
 - (b) such **lawsuit or action is commenced no later than the earlier of:**
 - (i) **three (3) months from the date of delivery** of the Goods by Warehouse or Company, or
 - (ii) **three (3) months from the date Customer is notified** of the loss or damage to all or any part of the Goods.

Company may, at its discretion, assist Customer in the processing of claims related to the Goods; however, such assistance shall not constitute an admission of liability by Company or Warehouse.

- **Warehouse shall have a general warehouse lien** on the Goods for all **lawful charges** incurred for storage and preservation, including but not limited to charges for money advanced, accrued interest, insurance, transportation, labor, weighing, coopering, and any other services or expenses relating to such Goods. This lien shall also secure the balance of any other accounts due from Customer, whether or not related to the specific Goods at issue.

The lien shall extend to any other Goods of Customer stored at any facility owned, leased, or operated by Warehouse, regardless of whether such Goods are stored at the same location or under the same storage agreement.

To protect its lien rights, **Company may, at its sole discretion, require advance payment** of all charges prior to accepting Goods for transportation or storage.

- **Customer, Company, and Warehouse shall not be liable to one another for any failure or delay in the performance of their obligations** under these Warehousing Terms to the extent such failure or delay is caused by events beyond the reasonable control of the affected party, including, but not limited to: **fire, flood, natural disaster, war, acts of terrorism, embargo, labor strike, civil unrest, governmental action or inaction, or the intervention of any governmental authority.**

Such relief shall apply **only if** the affected party:

- (a) **uses commercially reasonable efforts to perform its obligations despite the event,** and
- (b) **provides prompt written notice** to the other parties of the existence and expected duration of the force majeure event.

Performance shall resume as soon as reasonably practicable once the force majeure condition has ended.

- **Customer will indemnify, defend, reimburse, and hold Company and Warehouse harmless** from any and all claims or liability of any kind related to or arising out of the Warehousing Services, Customer's breach of the Warehousing Terms or General Terms, and Customer's negligence or willful misconduct. Customer will pay all reasonable attorney's fees and costs (including court costs) incurred by Company and/or Warehouse performing Self Help or enforcing the Warehousing Terms or General Terms.
- **Warehouses arranged by Company are Company's accounts,** and Customer will make no contact with Warehouses except the minimum level of contact necessary to comply with these Warehousing Terms and completion of the Warehousing Services. If these Warehousing Terms are terminated for any reason, Customer will not solicit Warehousing Services, directly or indirectly, from the Warehouse for a period of twelve (12) months after the termination date of these Warehousing Terms. This Section will not apply to Warehouses for whom Customer has (without the assistance of, introduction by, or involvement in any way of Company) performed Warehousing Services in the twelve (12) months immediately preceding the effective date of these Warehousing Terms. These Warehousing Terms may be terminated by either party on thirty (30) days prior written notice, and during such thirty-day period, Customer must remove all Goods from the Warehouse.

The parties, through their duly authorized representatives, agree that these Warehousing Terms may be signed by electronic means, and by their electronic endorsement through Company's designated system or their physical signature, the parties intend to sign these Warehousing Terms and acknowledge that they have read these Warehousing Terms entirely; understand the Warehousing Terms; have had the opportunity to consult with legal counsel regarding the Warehousing Terms; and knowingly, voluntarily, and willfully enter into these Warehousing Terms without any duress or coercion of any kind.