



Standard Contract Terms and Conditions for Merchandise Warehouses

Approved and promulgated by the American Warehouse Association, October 1968. Revised and promulgated by the International Warehouse Logistics Association, January 1998, November 2008, May 2015, and October 2020, January 2026.

ACCEPTANCE – Sec. 1

- a) This Contract, including accessorial charges that may be attached 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”).
- 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 above, 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.
- 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 and from 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, mis-consignment, or damage of any nature to, or related to, such GOODS. The parties agree that, regardless of whether WAREHOUSE is incorrectly identified as named consignee, or DEPOSITOR fails to notify carrier of the incorrect identification on the bill of lading or other contract of carriage, under no circumstances shall WAREHOUSE be considered the consignee for purposes of identifying the “importer” under 21 U.S.C. § 384a. The parties further agree that, regardless of whether WAREHOUSE is named as an “agent” for purposes of 21 U.S.C. § 350d or receives notification from the U.S. government with respect to confirmation of WAREHOUSE’S status as “agent” under 21 U.S.C. § 350d, under no circumstances shall WAREHOUSE be an agent for purposes of identifying the “importer.” WAREHOUSE shall not be responsible for complying with or performing the duties required of an “importer” under 21 U.S.C. § 384a. Whether WAREHOUSE accepts or refuses GOODS shipped in violation of this Section, DEPOSITOR agrees to indemnify, defend, 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 any fines, penalties,

costs and expenses (including attorneys' fees), and other charges of any nature whatsoever, resulting from DEPOSITOR'S failure to comply with the requirements of this Section.

TENDER OF GOODS – Sec. 3

All GOODS shall be delivered at the FACILITY in a segregated manner, properly marked and packaged for storage and handling. 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. WAREHOUSE is not a guarantor of the condition of such GOODS under any circumstances, including, but not limited to hidden, concealed, or latent defects in the GOODS. Concealed shortages, damage, inherent vice or tampering will not be the responsibility of 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. WAREHOUSE may accept GOODS at the FACILITY as per available space.
- 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) Unless otherwise agreed in writing, 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 parties, 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) DEPOSITOR agrees to pay the invoices as submitted, without deduction or hold back. Any invoice over 30 days past due may be assessed a service charge of 2% APR per month or a charge otherwise permitted by law. Any dispute as to the amount of the invoice shall be claimed in writing within 30 days from date of invoice. WAREHOUSE shall have the right to stop services and hold GOODS at the FACILITY in the event that DEPOSITOR'S invoices are past due. DEPOSITOR shall pay all costs of collections and legal expenses, including but not limited to reasonable attorneys' fees and court costs, incurred by WAREHOUSE to collect any outstanding amounts owed. DEPOSITOR may not offset payment of invoices under any circumstances without the prior written consent of WAREHOUSE.
- f) On the first of each calendar month, DEPOSITOR shall submit to WAREHOUSE projected volume forecasts of the throughput of GOODS for the next succeeding storage month, together with any anticipated or known changes to the scope of services. Pricing is based on data provided as of the effective date of this Contract and should, for whatever reason, volume and or activity reduce/increase, WAREHOUSE shall have the right to adjust rates and charges.

TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS – Sec. 5

- a) Instructions to transfer GOODS on the books of WAREHOUSE are not effective until delivered to and accepted by WAREHOUSE, and all charges up to the time transfer is made are chargeable to 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) WAREHOUSE reserves the right to move, at its expense, 14 days after notice is sent by certified mail or overnight delivery to DEPOSITOR, any GOODS in storage from the FACILITY in which they may be stored to any other of WAREHOUSE'S facilities. WAREHOUSE will store the GOODS at the FACILITY and may, without notice, move the GOODS within and between, any

one or more of the warehouse buildings which comprise the FACILITY identified on the front of this Contract.

- c) WAREHOUSE may, upon written notice of not less than 30 days to DEPOSITOR and any other person known by 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 dispose of or 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 above, 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 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: i) sell the GOODS at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the GOODS, ii) return GOODS freight collect, or iii) dispose of GOODS. Pending such disposition, sale or return of the GOODS, WAREHOUSE may remove the GOODS from the FACILITY and shall incur no liability by reason of such removal.
- f) WAREHOUSE may terminate this Contract with immediate effect if DEPOSITOR becomes insolvent, files a petition for bankruptcy or commences or has commenced against it any proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors ("Bankruptcy"). Upon DEPOSITOR'S Bankruptcy, DEPOSITOR agrees to identify WAREHOUSE as a Secured Creditor and Critical Vendor in any Bankruptcy Proceeding.
- g) Upon termination of this Contract, for any reason, all outstanding invoices issued by WAREHOUSE are immediately due and owing. WAREHOUSE may also require advance payment of charges for any projected future amounts due prior to removing GOODS from the FACILITY.
- h) If, after a reasonable effort, WAREHOUSE is unable to sell the GOODS pursuant to this Contract, WAREHOUSE may dispose of the GOODS in any lawful manner, at DEPOSITOR'S expense, and WAREHOUSE shall incur no liability by reason of such disposition.

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.
- b) Unless otherwise agreed in writing, labor for unloading and loading GOODS will be subject to a charge. Additional expenses incurred by 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 DEPOSITOR.
- c) Labor and materials used in loading rail cars or other vehicles are chargeable to DEPOSITOR.
- d) When GOODS are ordered out in quantities less than in which received, WAREHOUSE may make an additional charge for each order or each item of an order.
- e) WAREHOUSE shall not be liable to DEPOSITOR or any third-party 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. DEPOSITOR shall indemnify, defend, and hold WAREHOUSE harmless from all liabilities, loss, costs, penalties, claims, and expenses (including reasonable attorneys' fees) for transportation, storage, handling, and other charges related to the GOODS, including but not limited to undercharges, rail demurrage, truck/intermodal detention, and other charges, asserted by any third-party.

DELIVERY REQUIREMENTS – Sec. 7

No GOODS shall be delivered or transferred except upon receipt by 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 may rely on the information contained in the communication as received, and WAREHOUSE shall not be liable for any loss or error due to following DEPOSITOR'S instructions. DEPOSITOR is responsible for any required EDI system integration. GOODS may be delivered upon instruction by telephone or electronically in accordance with DEPOSITOR'S prior written authorization. When GOODS are ordered out, a reasonable time shall be given to WAREHOUSE to carry out instructions.

EXTRA SERVICES (SPECIAL SERVICES) – Sec. 8

- 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 to DEPOSITOR at an additional charge.
- d) By prior arrangement, GOODS may be received or delivered during other than usual business hours, subject to a charge.
- e) WAREHOUSE will take physical inventories and cycle counts as requested by DEPOSITOR, at DEPOSITOR'S expense. Representatives of DEPOSITOR and WAREHOUSE personnel, as well as any independent auditor or designee, may be present when any physical inventory is taken.

MINIMUM CHARGES – Sec. 9

- a) A minimum handling charge per lot and a minimum storage charge per lot per month may 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 may 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. 10

- 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. WAREHOUSE is not liable for damages which could not have been avoided by the exercise of such care.
- b) IN THE EVENT OF LOSS OR DAMAGE TO THE GOODS FOR WHICH WAREHOUSE IS LIABLE, DEPOSITOR DECLARES THAT WAREHOUSE'S LIABILITY FOR DAMAGES IS LIMITED TO _____ PER _____, AND IN NO INSTANCE SHALL ANY ONE CLAIM EXCEED THE LIMIT OF WAREHOUSE'S LIABILITY INSURANCE. However, such liability may be increased upon DEPOSITOR'S written request on part or all of the GOODS hereunder, *provided* that such request is made prior to loss or damage to such GOODS, in which event an additional monthly charge will be made based upon such increased valuation.
- c) The limitation of liability referred to above shall be DEPOSITOR'S exclusive remedy against WAREHOUSE for any claim or cause of action whatsoever relating to loss or damage to the GOODS and shall apply to all claims unless DEPOSITOR proves by affirmative evidence that WAREHOUSE converted the GOODS to its own use.
- d) In the event of loss or damage to the GOODS, 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) WAREHOUSE'S insurance provides coverage only where WAREHOUSE is liable for loss or damage to GOODS due to WAREHOUSE'S failure to exercise reasonable care as outlined herein. DEPOSITOR, at its option, is responsible for obtaining and maintaining its own insurance to cover the GOODS.

NOTICE OF CLAIM AND FILING OF SUIT – Sec. 11

- a) Claims by the DEPOSITOR and all other persons must be presented in writing to the WAREHOUSE no later than the earlier of: (i) 60 days after delivery of the GOODS by the WAREHOUSE, or (ii) 60 days after DEPOSITOR is notified that loss or damage to part or all of the GOODS has occurred. Each claim must contain information necessary to identify the GOODS affected, the basis for liability and the amount of the alleged loss or damage, as well as all appropriate supporting documentation.
- 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 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.

LIABILITY FOR CONSEQUENTIAL DAMAGES – Sec. 12

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL WAREHOUSE OR ANY OF ITS AFFILIATES AND REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO DEPOSITOR OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SALES, LOST REVENUES, BUSINESS INTERRUPTION, DIMINUTION OF VALUE, OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS CONTRACT, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT WAREHOUSE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

LIABILITY FOR MIS-SHIPMENT AND CHARGEBACKS – Sec. 13

- a) If WAREHOUSE negligently mis-ships GOODS, WAREHOUSE shall have the option to either: (i) pay the reasonable transportation charges incurred to return the mis-shipped GOODS to the FACILITY, or (ii) pay the damage limit for lost or damaged GOODS as specified above. If the consignee fails to return the GOODS, WAREHOUSE'S maximum liability shall be for the lost or damaged GOODS as specified above, and WAREHOUSE shall have no liability for damages due to the consignee's acceptance or use of the GOODS.
- b) WAREHOUSE shall not be responsible for chargebacks of any kind.
- c) Any and all claims made pursuant to this Section must be in compliance with the requirements in NOTICE OF CLAIM AND FILING OF SUIT section.

RECALL – Sec. 14

In the event a recall, field alert, product withdrawal or field correction (together, "Recall") may be necessary with respect to any GOODS provided under this Contract, DEPOSITOR shall immediately notify WAREHOUSE in writing. WAREHOUSE will not act to initiate a Recall without the express prior written approval of DEPOSITOR unless otherwise required by applicable laws. The cost of any Recall shall be borne by DEPOSITOR. DEPOSITOR shall indemnify, defend, and hold WAREHOUSE harmless from all liabilities, loss, costs, penalties, claims and expenses (including reasonable attorneys' fees) which WAREHOUSE pays or incurs as a result of a Recall.

FORCE MAJEURE – Sec. 15

Neither party shall be liable to the other for default in the performance or discharge of any duty or obligation under this Contract, except for DEPOSITOR'S obligation to pay for services rendered by WAREHOUSE, when caused by acts of God, hurricanes, tidal waves, flood, tornadoes, cyclone, wind storm, earthquake, public enemy, civil commotion, strikes, labor disputes, work stoppages or other difficulties within the workforce, failure to provide power by the utility provider, intentional or malicious acts of third persons or any other organized opposition, cyber-attacks, viruses, corruption, depredation, accidents, explosions, fire, water sprinkler leakage, moths, vermin, insect, seizure under legal process, embargo, prohibition of import or export of GOODS, closure of public highways, railways, airways or shipping lanes, governmental interference, order, regulation, or other action(s) by governmental authority, national, regional, or local emergency(ies), plague, epidemic, pandemic, outbreaks for infectious disease or any public health crisis, including but not limited to compliance with related practices required or recommended by governmental or health organizations (including but not limited to quarantine or other employee restrictions) or other contingency(ies) beyond the reasonable control of the affected party. Upon the occurrence of such an event the party seeking to rely on this provision shall promptly give written notice to the other party of the nature and consequences of the cause. If the cause is one which nevertheless requires WAREHOUSE to continue to protect the GOODS, DEPOSITOR agrees to pay the storage or similar charges associated with WAREHOUSE'S obligation during the continuance of the force majeure. All GOODS are stored, handled, and transported at DEPOSITOR'S sole risk of loss, damage, or delay caused by any of the above.

RIGHT TO STORE GOODS – Sec. 16

DEPOSITOR represents and warrants that: (i) DEPOSITOR is lawfully possessed of the GOODS, (ii) has the right and authority to store the GOODS with WAREHOUSE, and (iii) no other party claims any interest in the GOODS. DEPOSITOR shall not transfer or otherwise assign its interest in the GOODS to any third party bank, lender or financial institution without WAREHOUSE'S express written consent. DEPOSITOR agrees to indemnify, defend and hold harmless the WAREHOUSE from all liabilities, loss, costs, penalties, claims, and expenses (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.

ACCURATE INFORMATION – Sec. 17

DEPOSITOR represents and warrants to WAREHOUSE that there are no known potential health, safety, or environmental hazards associated with the storage and handling of the GOODS that have not been disclosed to and acknowledged by WAREHOUSE. Notwithstanding, 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, defend, and hold WAREHOUSE harmless from all liabilities, loss, costs, penalties, claims, and expenses (including reasonable attorneys' fees) which WAREHOUSE pays or incurs as a result of DEPOSITOR failing to fully discharge this obligation.

CONFIDENTIALITY AND IT – Sec. 18

- a) The Parties shall keep in confidence and not disclose to any third party (i) the terms of this Contract, and (ii) any confidential or proprietary information (“Confidential Information”) that either learns about the other Party, such as, but not limited to, the rates, value, origin, destination, or consignee of any GOODS or shipment made hereunder. The Parties may disclose such terms and information to the extent required by law, to obtain financing, to substitute service providers to the extent necessary to provide such substitute service, or to auditors retained for the purpose of assessing the accuracy of freight bills.
- b) WAREHOUSE will maintain and enforce reasonable safety and physical security procedures with respect to its possession and maintenance of Confidential Information, which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful

destruction, loss, alteration or unauthorized disclosure, removal or access of Confidential Information. WAREHOUSE will not be liable for any breach of security (e.g., viruses, worms, trojan horses, or other undesirable data) or unauthorized access (e.g., hackers).

- c) DEPOSITOR is responsible for complying with any applicable privacy laws with respect to DEPOSITOR'S or DEPOSITOR'S customer's data.
- d) WAREHOUSE'S Warehouse Management System ("WMS") is recognized as the system and inventory of record. WAREHOUSE provides the WMS, IT Services, and any specific project or product "AS IS" and makes no warranties, expressed or implied, including but not limited to, the implied warranty of merchantability or fitness for a particular purpose associated with the WMS or functionality of such systems or any IT services provided.

SEVERABILITY, WAIVER, and ASSIGNMENT – Sec. 19

- 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.
- d) DEPOSITOR shall not assign or sublet its interest or obligations herein, including, but not limited to, the assignment of any monies due and payable, without the prior written consent of WAREHOUSE.

LIEN – Sec. 20

WAREHOUSE shall have a general spreading warehouse lien against all GOODS in its possession for all accrued and unpaid charges under this Contract, including without limitation any past, present, and future charges for: storage and preservation of the GOODS, handling, fulfillment, labor, money advanced, interest, insurance, transportation, weighing, transportation, small parcel charges, real estate obligations, and any other charges and expenses for services provided hereunder or in relation to such GOODS, and for the balance on any other accounts that may be due. This lien also secures payment of all such charges, fees, expenses, and other obligations related to any other goods previously stored by DEPOSITOR, even if such other goods are no longer in WAREHOUSE'S possession. DEPOSITOR acknowledges and agrees that the WAREHOUSE'S lien shall continue in effect until all obligations under this Contract have been paid in full including, without limitation, any unamortized capital expenditures, start-up costs, future minimum charges, etc. through the expiration of the term of this Contract. In order to protect its lien, WAREHOUSE explicitly reserves the right to accelerate payment terms and require the advance payment of all such accrued and future charges prior to termination of this Contract and removal of any GOODS from the FACILITY. WAREHOUSE'S lien shall continue in effect until all outstanding obligations under this Agreement have been paid in full. Unless expressly stated otherwise in writing, WAREHOUSE will not subordinate its lien to any lender, financial institution, or any other third party.

LIABILITY OF THIRD PARTIES - Sec. 21

DEPOSITOR authorizes WAREHOUSE, at WAREHOUSE'S option, to select and engage third parties to perform services under this Contract, including but not limited to carriers, trucking companies, forwarders, packers, and others. DEPOSITOR'S GOODS may be entrusted to such entities subject to all limitations of liability for loss, damage, expense, or delay and to all rules, regulations, requirements, and conditions of those entities. WAREHOUSE is only liable for loss, damage, expense, or delay while

GOODS are under WAREHOUSE'S care, custody, and control. WAREHOUSE shall under no circumstances be liable for any loss, damage, expense, or delay when said GOODS are in the custody, possession, or control of third parties.

GOVERNING LAW AND JURISDICTION – Sec. 22

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.

DEPOSITOR ACKNOWLEDGES THE LIMITATION OF LIABILITY AND DAMAGES.

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Privacy Policy and Terms of Use

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By using www.IWLA.com, you acknowledge that you have read this Privacy Policy and agree to accept and be bound by its terms. If you do not agree to the terms of this Privacy Policy, please do not use www.IWLA.com.

Personal Information: Collection and Use

If you provide us with your email address or other information we may retain and use that data solely for the purpose of sending you relevant information: new product and association announcements, transactional information, and other pertinent promotional materials.

If IWLA's customer information practices change at any time in the future, we will post the policy changes to www.IWLA.com. If you are concerned about how your information may be used, periodically review www.IWLA.com.

Customers may prevent their information from being used for purposes other than those for which it was originally collected by contacting IWLA Headquarters.

Disclosure of Personal Information

IWLA will not, without your consent, disclose any personal identification information about you as an individual user to any third party. When necessary we may use your personal information to ensure compliance with company policies and applicable law.

Finally, IWLA reserves the right to disclose information in special cases when we have reason to believe that disclosing this information is necessary to identify, contact, or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) IWLA's rights or property, other visitors, or anyone else who could be harmed by such activities.

IWLA also reserves the right to disclose visitor or list member information when we believe in good faith that the law requires it.

Aggregate Information

From time to time, we may collect general, non-personal, statistical information about the use of www.IWLA.com, such as how many visitors visit a specific page, how long they stay on that page, and which hyperlinks, if any, they click on.

IWLA also collects and reports aggregate statistical information on the open rates and response rates generated by the email campaigns we send. We collect this information through the use of technologies such as "IP addresses," which are discussed in greater detail below.

We collect this information to enhance the website experience and provide information that is valued by our visitors and customers. Please be assured that this aggregate data will in no way personally identify you, or any other visitors to www.IWLA.com.

IP Addresses

An IP address is a number that is automatically assigned to your computer whenever you use the web. Web servers automatically identify your computer by its IP address. IWLA collects IP addresses for purposes of system administration, to report aggregate information, and to track the use of www.IWLA.com.

When visitors request pages from www.IWLA.com or click on a link in an email sent by IWLA, our servers log the visitor's IP address. We reserve the right to use IP addresses to identify a visitor when it will enhance the user's experience or if we feel it is necessary to enforce compliance with www.IWLA.com policies or to protect IWLA, www.IWLA.com, its visitors, or others.

Cookies

IWLA uses cookie technology consistent with industry standards. IWLA does not disclose or sell any information obtained through the use of these cookies to other companies. IWLA reserves the right to use cookies on certain pages for the sole use of tracking website/page hits, performance, and to recognize returning users. Any information obtained through the use of cookies is intended to make the user's web experience easier. We also use this information for site performance analysis. Please check this privacy policy for any changes regarding this matter.

Security

We use industry-standard encryption technologies when transferring and receiving sensitive data exchanged with the IWLA website. We have appropriate security measures in place in our physical facilities to protect against the loss, misuse, or alteration of information that we have collected from you at our site.

While IWLA strives to protect your personal information and privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to us online and cannot be responsible for the theft, destruction, or inadvertent disclosure of your personal information.

II. Terms of Use

Please carefully review these terms of use before using this site and documents. By accessing or using the website of the IWLA, you acknowledge that you have read, understood and accept these terms of use.

A. No legal advice: No attorney-client relationship

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The materials contained in this website have been prepared for advertising, marketing, and general informational purposes only and are not legal advice. As noted above, this information is not intended to create, nor does the receipt of such information constitute, an attorney-client relationship. Readers should not act upon this information without seeking professional counsel.

C. Circular 230 Disclosure

Any tax information or written tax advice contained in this site is not intended to be and cannot be used by any taxpayer for the purpose of avoiding tax penalties that may be imposed on the taxpayer. This statement is made pursuant to U.S. Treasury Regulations governing tax practice.

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