**Please Refresh Your Browser:** When visiting goaccela.com**/tos**, please refresh your browser to ensure you are viewing the latest public version and not a previously saved local ("cached") copy.

**Your Trust, Our Transparency:** The Accela Team is committed to open-standards (like the Uniform Commercial Code (UCC) herein), open-terms (like those shared publicly and equitably across all clients herein), and open-reinvestments at goaccela.com**/whatsnew**.

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**Accela Distribution & Warehousing LLC. ("ADW"),** a Maryland limited liability company.
**Accela Worldwide Solutions Inc. ("AWS"),** a Maryland corporation.
**ADW and AWS** are affiliated but separate legal entities and may be referred to collectively as **"Accela"**.
**"Client"** is any party engaging ADW or AWS for, or receiving, applicable Services.

Revised **September 2, 2026.** The effective date of each revised provision for each Client is determined by the applicable effective-date and transition provisions stated herein. For an existing Client, a revised provision shall not apply before the date on which that provision becomes effective for that Client as provided herein, and different provisions may become effective on different dates where expressly provided herein. Until then, the version or provision previously applicable to that Client shall continue to govern. Nothing in this revision modifies any rights, obligations, liabilities, claims, defenses, limitations, or remedies arising from an event, act, omission, loss, damage, or occurrence before the applicable revised provision becomes effective for the Client, regardless of when such matter is discovered, reported, asserted, investigated, or resolved. Such matters shall remain governed by the agreement and terms applicable when the underlying event, act, omission, loss, damage, or occurrence arose. **Background:** This document governs Services between Accela and Clients. The parties agree that rates, terms, and other unique commercial details may also be covered under a separate Rate Schedule and other formal contracts.

**Trucking and Warehouse "Receipt Terms and Conditions"** ——————————————————————————

- **Fairness and the Uniform Commercial Code ("UCC").** Accela prides itself on utilizing established commercial standards reflected in the Uniform Commercial Code, including Article 7 (Warehouse Receipts, Bills of Lading, and Other Documents of Title) and, where applicable, Article 9 (Secured Transactions), as adopted in the jurisdiction governing the applicable Services. This established commercial framework helps define the rights, responsibilities, and remedies of the parties in a fair and predictable manner.
- **Services and Service Model.** As a full-service warehousing company, ADW offers both Direct and Partner Services. (a) Service Model Selection (Select One): The services ("Services") provided under this Agreement for Client's merchandise ("Goods") at the Facility shall operate under the model indicated in the Client's specific Rate Schedule, chosen from the following options: [ ] Direct Service: Services are performed directly by ADW at the Facility, which is operated by ADW. [ ] Partner Service: Services are arranged by ADW as an intermediary and performed by a designated third-party Facility Operator. If the applicable Rate Schedule does not expressly identify a Service Model, the Service Model shall be determined by the actual manner in which the Services are performed: Direct Service shall apply where ADW operates the Facility and physically receives, stores, handles, or releases the Goods, and Partner Service shall apply where a designated third-party Facility Operator performs those physical warehousing functions as arranged by ADW. (b) Performance Based on Service Model: (i) If Direct Service is selected: ADW agrees to provide distribution and warehousing Services for Client at the Facility. ADW shall receive, store, handle, and release the Goods, acting as a warehouseman as described in UCC Article 7, subject to the terms herein. ADW reserves the right, consistent with its operational needs and reasonable warehousing practices, to move Goods within the Facility. ADW shall have discretion in selecting specific storage locations. ADW may agree to provide other specific services for Client pursuant to a separate written agreement. (ii) If Partner Service is selected: Client acknowledges ADW is not the physical warehouse operator, does not take possession of Goods as a bailee, and does not perform physical storage or handling tasks. For new Partner Service, prior to commencement of such Service, and for existing Partner Service, no later than the date this provision becomes effective for the applicable Client, ADW shall identify the designated Facility Operator and make the Facility Operator's then-applicable terms and conditions reasonably available to Client. Client's request for, acceptance of, or continued use of Partner Service after such terms have been made available constitutes Client's agreement to those applicable Facility Operator terms. In this Partner Service model, ADW acts as Client's logistics solutions partner and intermediary. ADW leverages its industry expertise, partner network relationships, and preferred partner pricing to identify, vet, and secure services with a suitable, designated third-party Facility Operator ("Facility Operator") to perform the required Services, including receiving, storing, handling, and releasing Goods, at the Facility. ADW's role encompasses serving as the Client's single point of contact, managing the commercial relationship and communications between the Client and the Facility Operator, coordinating service requirements based on Client needs, handling consolidated billing for arranged services and ADW's fees, and providing ongoing support and relationship management. References herein to operational actions ("receiving," "storing," "releasing" goods) shall mean actions performed by the Facility Operator, as arranged and coordinated by ADW. ADW may agree to arrange other specific services for Client pursuant to a separate written agreement. If Partner Service is selected, Client expressly agrees that during the Term of this Agreement and for a period of twenty-four (24) months immediately following its termination for any reason, Client shall not, directly or indirectly, solicit, contract with, or otherwise engage the specific designated third-party Facility Operator utilized by ADW under this Agreement to provide warehousing or substantially similar logistics services at the Facility location identified herein or otherwise, thereby circumventing ADW's relationship. In the event of a breach of this non-solicitation provision, Client shall be liable for liquidated damages equal to the greater of: (i) $50,000.00; or (ii) 50% of the gross revenue generated by the Facility Operator from the Client during the first twenty-four (24) months of direct engagement. Client acknowledges that Accela shall also be entitled to injunctive relief to immediately stop such unauthorized engagement, and Client shall pay all costs of enforcement, including reasonable attorney fees. Client agrees that all communications regarding the Services, operational matters, or any aspect of this Agreement related to the Facility shall be directed exclusively to ADW. Client shall refrain from contacting the Facility Operator or its personnel directly on such matters, ensuring ADW can effectively manage the relationship

and information flow. Client agrees that all requests for Facility visits must be submitted to, coordinated by, and approved by ADW prior to the visit. Client shall not contact the Facility Operator directly to arrange or conduct visits. Client acknowledges that ADW has invested effort in establishing and managing this partner relationship for the Client's benefit. (c) Removal of Goods. Upon not less than thirty (30) days' prior written notice to Client, ADW may require payment of all outstanding Charges and removal of any or all Goods from the applicable Facility. In Direct Service, if the Goods are not removed by the specified deadline, ADW may retain, sell, remove, return, or otherwise dispose of the Goods only to the extent permitted by applicable law, including applicable UCC lien-enforcement requirements, and Client shall remain responsible for all lawful storage, handling, removal, sale, disposal, and related costs. If ADW in good faith believes that Goods are about to deteriorate or decline in value to less than the amount of ADW's lien, or if the undisclosed quality or condition of Goods creates a hazard to persons, property, other goods, or the Facility, ADW may exercise any shorter notice, removal, return, sale, or disposition rights available under applicable law. In Partner Service, ADW may require Client to arrange removal of the Goods and may coordinate such removal with the Facility Operator. Any possession, lien, sale, disposal, or other enforcement rights of the Facility Operator shall be governed by applicable law and the Facility Operator's applicable terms. (d) Transportation Services: Client acknowledges that asset-based transportation and/or trucking services may be provided by Accela Worldwide Solutions Inc. ("AWS"), an affiliate of ADW. Any such services are separate from the warehousing Services provided under this Agreement and may be governed by additional, separate agreements or terms and conditions with AWS. Unless otherwise agreed by AWS, AWS may apply ADW's corresponding payment terms, rates, and charges to Transportation Services. For clarity, AWS and ADW are not affiliated with Accela Worldwide Logistics ("Accela Logistics").

- **Introduced Partners; Referral Protection and Non-Circumvention.** Accela may from time to time identify, disclose, recommend, or introduce Client to third-party warehouses, carriers, logistics providers, service providers, facilities, or other business partners with whom Accela has developed a commercial, referral, alliance, commission, or other business relationship (each, an "Introduced Partner"). An Introduced Partner includes a party whose identity, facility, capabilities, availability, pricing opportunity, contact information, or potential business relationship is first identified or introduced to Client by Accela, whether orally or in writing, including by email, telephone, text message, meeting, proposal, quotation, referral, or other communication. Client acknowledges that Accela's relationships with Introduced Partners, and the business opportunities resulting from Accela's introductions, constitute valuable commercial relationships developed by Accela. Accordingly, during Client's relationship with Accela and for twenty-four (24) months following Accela's introduction of an Introduced Partner, Client shall not, directly or indirectly, circumvent Accela by contracting with, purchasing services from, or otherwise engaging an Introduced Partner for the same or substantially related services or business opportunity introduced by Accela in a manner designed to avoid or reduce compensation, commissions, fees, markups, or other economic benefit otherwise payable to Accela. This restriction applies whether such business is conducted directly by Client or indirectly through an affiliate, parent, subsidiary, related entity, agent, intermediary, or other person acting on Client's behalf. Client may engage an Introduced Partner directly where Accela or the Introduced Partner expressly authorizes such direct engagement, provided that any applicable referral, commission, alliance, or other compensation payable to Accela remains protected. If Client breaches this provision, Client shall be responsible for the commissions, referral fees, markups, or other compensation Accela would reasonably have received from the Introduced Partner or otherwise earned from the circumvented business, together with reasonable costs of enforcement and attorneys' fees. Accela shall also be entitled to seek an accounting of business conducted with the Introduced Partner and any other remedies available at law or in equity, including injunctive relief where appropriate. This provision shall not apply to an Introduced Partner with whom Client demonstrates, through contemporaneous written records, that Client had an active direct commercial relationship involving substantially similar services during the twelve (12) months immediately preceding Accela's first introduction or disclosure of that Introduced Partner.
- **Rates and Charges.** Client agrees to pay all charges stated in the applicable Rate Schedule, these Terms, and applicable VAS charges. Transition for Revised Rates and Charges. Notwithstanding the general effective date of these Terms, any increase to standard publicly posted rates or charges first introduced in a revision shall become effective for existing private commercial Clients on the later of: (i) the stated effective date of that revision; or (ii) fifteen (15) days after the revision is first posted at www.goaccela.com/tos, unless otherwise agreed in writing or permitted by an applicable Rate Schedule or other agreement. Such revised rates and charges may apply to new Clients or new Services beginning on or after the stated effective date of the applicable revision. Unless otherwise expressly agreed in writing, ADW may revise recurring storage, handling, account, or other standard rates upon at least fifteen (15) days' advance notice. For private commercial Clients, Accela may provide such advance notice of changes to standard publicly posted rates and charges by posting the revised rate, charge, or applicable revision at www.goaccela.com/tos (or any successor URL designated by Accela), identifying the applicable effective date, and Client expressly agrees that such advance posting constitutes the parties' agreed method of notice for purposes of this provision. Changes to rates or charges established specifically in a Client's Rate Schedule shall remain subject to any modification or notice requirements expressly stated in that Rate Schedule or another applicable written agreement. Accela may additionally provide notice by email, invoice, Rate Schedule, service communication, or other written or electronic communication, but separate individualized notice of changes to standard publicly posted rates and charges shall not be required unless required by applicable law, the governing procurement contract, or another written agreement. Client acknowledges that www.goaccela.com/tos is Accela's official location for its current Receipt Terms and Conditions and applicable publicly posted rates and charges and agrees to review the posted information periodically and before requesting, accepting, or continuing Services. No increase subject to the foregoing fifteen (15) day notice period shall become effective for an existing private commercial Client before the effective date applicable to that Client under this provision. Client's continued request for, acceptance of, or use of Services on or after that effective date constitutes acceptance of the revised rate or Charge. Pricing is based upon the volumes, pallet characteristics, SKU counts, throughput, turnover, labor requirements, service levels, forecasts, and other operating information supplied by Client or reasonably anticipated by ADW. If those assumptions materially change, ADW may adjust the applicable recurring rates upon the same

fifteen (15) days' advance notice to reasonably reflect the changed scope or cost of Services. Government-imposed charges, taxes, tariffs, fuel-related charges, third-party pass-through costs, and Client-requested, extraordinary, or unplanned Services may be adjusted or charged when incurred or communicated without the foregoing fifteen-day period. Corrections of clerical, typographical, calculation, billing, or other inadvertent errors or omissions may be made by Accela at any time, including corrections to Rate Schedules, invoices, statements, and other documents. The foregoing notice requirement does not restrict Accela's right to correct such errors or omissions. Client is responsible for maintaining current authorized-contact information and for periodically reviewing www.goaccela.com/tos. References to that URL in Accela emails, email signatures, invoices, Rate Schedules, or other service communications provide additional continuing notice of the location of Accela's applicable Terms and publicly posted rates and charges. If the applicable Rate Schedule does not state an initial or renewal term, Services shall continue month-to-month and either party may terminate upon thirty (30) days' written notice. If Client is a governmental entity, any modification of rates or charges shall be subject to applicable procurement law and the governing procurement contract, and nothing herein shall bind a governmental Client to a unilateral rate modification where prohibited by applicable law.

- **Value-Added Service ("VAS") Accessorials.** In addition to the rates specified in Client's primary Rate Schedule, Clients may request or incur charges for additional services, commonly known as accessorials. These Value-Added Service (VAS) accessorials cover the cost of the additional labor, materials, time, and equipment required to service Clients' accounts. Accela's employee-driven philosophy is that pricing should be transparent, justified, and equitable across Clients. Therefore, the rates listed below are our standard charges, accompanied where applicable by an explanation of their purpose and cost basis. This Value-Added Service accessorial list is not exhaustive, and Accela may provide existing and additional services on an ad hoc basis; charges for unlisted services will be communicated to the Client.
- **No Brokerage Authority; Carrier and Agent Capacities.** AWS and ADW shall provide or arrange Transportation Services only in the legal capacity identified in the applicable transportation document. AWS may provide Transportation Services as a motor carrier under AWS's operating authority and, when doing so, accepts and legally binds itself to perform the transportation in that capacity. ADW is not a property broker and holds no brokerage authority. ADW may act as a disclosed bona fide agent of an identified authorized motor carrier when acting pursuant to a valid agency relationship and within the scope of that carrier's direction and applicable law. For such agency moves, the principal motor carrier shall be identified as "Carrier," ADW may be identified as "Agent," and the principal carrier shall bear the applicable carrier obligations, including cargo liability. Neither ADW nor AWS shall hold itself out as a property broker or undertake activities requiring property-broker authority unless and until the applicable entity obtains such authority.

**GENERAL BILLING POLICIES**

- **Hourly Services:** All services billed by the hour have a 1-hour minimum charge and are billed in 30-minute increments thereafter for 1 employee.
- **Standard Hours:** Defined as Monday through Friday, 7 AM – 3 PM Eastern Time, excluding Holidays.
- **Non-Standard Hours:** All hours outside of Standard Hours; including Weekends, Overtime, Holidays, etc.
- **Non-Standard Hours Multiplier:** 1.6x the Standard Hours rate.
- **Cut-Off Time:** Standard order cut-off is 3:00 PM Eastern Time for next business-day shipment; after which orders are Same-Day.
- **Partner Service:** For Partner Service (rather than Direct Service), VAS accessorials may be Cost + 25%, the standard rates herein, or an ad-hoc basis and cost depending on the service.
- **Discounts:** Limited-duration discounts and promotions expire automatically according to their stated terms. Unless otherwise expressly agreed in writing, any modification or cancellation of an ongoing discount that results in an increase to a recurring standard Charge shall be subject to the applicable notice period stated in the Rates and Charges provision.

**SECTION 1: WAREHOUSE ORDERS, APPOINTMENTS, & TRANSPORTATION**

- **Same-Day Rush Order:** Starts at **$100/occurrence.**
    - **Justification:** Applies to orders received after the 3:00 PM Eastern Time cut-off, or any order requiring same-day shipment. This VAS covers the operational disruption required to re-prioritize an unplanned event, which affects already planned workflows, the accommodation of which has a cascading effect on existing client orders.
- **Same-Day Rush Order Modification/Cancellation:** Starts at **$100/occurrence.**
    - **Justification:** Applies to changes or cancellations made after the 3:00 PM Eastern Time cut-off on the business day prior to shipment.
- **Missed Appointment ("No Show", Late Cancel, Reschedule):** Starts at **$145/occurrence.**
    - **Justification:** Applies when a scheduled truck does not arrive, is cancelled, or rescheduled with less than 4 hours' notice. This VAS covers the costs of the pre-allocated labor, equipment, dock slot, staging, space, and time lost that other clients could have used.
- **Late/Early to Appointment:** Starts at **$100/occurrence.**
    - **Justification:** Applies when a truck arrives more than 30 minutes before/after its scheduled appointment without providing at least 2 hours of advance notice. This VAS covers the operational disruption required to re-prioritize available warehouse loading dock and dock doors to accommodate nonpunctual shipments. **Note**: The fee is doubled after 2 hours late/early, due to higher impact.
- **No Appointment / Unscheduled "Work In":** Starts at **$195/occurrence.**
    - **Justification:** Applies to trucks that arrive without an appointment scheduled by the previous day's 3:00 PM Eastern Time cut-off. This charge may apply in addition to a Same-Day Rush Order charge where both conditions independently occur,

because the charges address separate operational disruptions. This VAS covers the operational disruption required to re-prioritize an unplanned event, which affects already planned workflows, the accommodation of which has a cascading effect on existing client orders and limited warehouse loading dock and dock door space. An unscheduled arrival is more disruptive than a late / early truck. A late/early truck has a planned slot, and labor has been allocated. A "no appointment" truck requires stopping planned workflow and assigning new resources.

- **Excess Dwell Time:** Starts at **$65/hour.**
  - **Justification:** Billed per hour after the initial 2 free hours for a live load/unload. Time begins at the scheduled appointment.
- **Drop and Hook:** Priced ad-hoc per need, per move; please contact us.
  - **Justification:** Applies to the one-way process of a CDL/DOT licensed and compliant driver and truck moving trailers between dock doors, inter-yard, etc.
- **Daily Trailer Rental (Dry):** Pricing <u>includes</u> (a) DOT-required asset expenses, including annual licensing, inspections and (b) required maintenance including tires, brakes, and other costs associated with maintaining roadworthy trailer equipment. Our <u>Tiered Pricing Model</u> is designed to pass volume discount savings onto Clients; renting more trailers provides lower effective per-trailer pricing, starting at **$75/day total** (for 1 trailer), **$99/day total** (for 2 trailers), **$119/day total** (for 3 trailers); Pricing more trailers, longer-term rentals, and other requirements is quoted ad-hoc based on needs.
  - **Justification:** Daily rates reflect the higher operational churn and revenue-uncertainty of short-term, daily-flexible usage; discounts are available for longer-term commitments that reduce revenue-uncertainty.
- **Live Load/Unload Detention - AWS:** After 1 hour free time per stop, starts at **$65/hour (Dry) and $85/hour (Reefer)**.
  - **Justification:** Detention compensates the dispatch resources, professional CDL driver, equipment (truck, trailer, and fuel), lost revenue opportunity, and knock-on scheduling / hours-of-service costs required after free time. Free time begins at the scheduled appointment time or actual arrival time, whichever is later. After the free time expires, detention accrues and is billed in hourly increments. AWS caused delays (equipment failure, HOS resets, etc.) are excluded from detention. If AWS equipment is detained at a facility for 4 hours or more past the scheduled appointment time, AWS reserves the right to, at its sole discretion: (A) Consider the load a "Driver-Ordered Unload" and have the freight returned to its origin or taken to a nearby facility at the client's expense. (B) Consider the load a "Truck Order Not Used" (TONU) and bill the client the standard TONU fee, in addition to any detention accrued.
- **Truck Order Not Used (TONU) (Trucking, AWS):** Starts at **$245/instance (Dry) and $295/instance (Reefer)** and applies if: (A) the load is cancelled, refused, turned away, or otherwise not tendered to AWS on the original shipment date; and may also be applied, at AWS's discretion, if (B) AWS is detained at a shipment facility for four (4) hours or more past the scheduled appointment. Discounts may be applied for shorter-haul (minimum) lanes at AWS's discretion.
  - **Justification:** TONU compensates the dispatch resources, professional CDL driver, equipment (truck, trailer, and fuel), lost revenue opportunity, and knock-on scheduling / hours-of-service costs required for canceled, not-ready, or otherwise unavailable scheduled load. The client is responsible for ensuring that a load is cancelled in writing to AWS at least 24 hours prior to the original appointment.
- **Additional Pick-Ups, Stop-offs, etc. (Trucking, AWS):** Starts at **$95/occurrence.**
  - **Justification:** Depending on the volume and Pick-Up/Stop-off details, your rate may be different! Our base line-haul rate assumes one origin and one destination with continuous transit. Any additional stop-offs or pick-ups add: A) extra miles, B) additional planning and coordination, C) driver time, D) waiting, E) freight handling, and F) documentation that are not included in the base rate. This recovers those incremental costs of extra services while keeping the base line-haul rate as low as possible.
- **Storage Minimum ("Mini"):** Priced per client needs, per month (by details such as pallet width/height, stackability, number of SKUs, pick requirements, turnover frequency, temperature, etc.); please contact us.
  - **Justification:** Clients pay <u>either</u> their monthly Storage Minimum <u>or</u> their actual first of the month Storage if higher – <u>never both</u> for the same space. In this way, a Mini is only a monthly Storage revenue floor ('minimum'), <u>not a surcharge</u>; in that regard, we anticipate clients offsetting their monthly Mini with their first of the month Storage <u>to where it won't affect clients</u>. **For example: (A) If** your first of the month Storage is below your Mini, you pay the Mini <u>only</u>; **(B) If** your first of the month Storage is above your Mini, you pay the Storage <u>only</u>.
  - Storage Minimums fund readiness (the power, utilities, compliance, and labor) to be ready to serve your account every day; those costs don't drop to zero when clients have a light month, and instead of unexpected "surge" fees on spiky volumes, a Minimum smooths volatility so the facility can be ready on most normal notice. A Storage Minimum is not a space reservation ("Reserved Capacity"), which is a surcharge available separately for exclusive reserved space for a pre-defined number of pallets, based on clients' requests.
- **Reserved Capacity**: Priced per client needs, per month (by details such as pallet width/height, stackability, number of SKUs, pick requirements, turnover frequency, temperature, etc.); please contact us.
  - **Justification:** A surcharge for exclusive reserved capacity for a pre-defined number of pallets, offering a Service Level Agreement (SLA) pro-rata credit of the Reserved Capacity fee if we fail to provide them, as measured by the WMS's peak-day pallets on hand, within the entire affected calendar month; excluding non-conforming goods, less than 48 hours' notice/forecast, and force majeure.

<u>**SECTION 2: HANDLING & LABOR**</u>

- **Labor No-Equipment (Standard Hours):** Starts at **$56/hour**, billed by the hour.
  - **Justification:** For general requests not covered by another line item, popular examples:
    - **Physical Inventory Counts** (Requested by the client outside of routine cycle counts, etc.)
    - **Product Capture** (manually recording identifiers when not part of the standard receiving process, e.g., serial numbers, lot codes, expiration dates, etc.).
- **Labor and Equipment (Standard Hours):** Starts at **$80/hour**, billed by the hour.
  - **Justification:** For special projects requiring a forklift or other machinery including:
    - **Relocating Goods at Client's request**
    - **De-slatting/Delayering**
    - **Pallet Shrink-wrapping and Banding**
    - **Driver Assist**
- **Rework/Restack/Sort/Picking:** Starts at **$100/hour**, billed by the hour.
  - **Justification:** For correcting shifted loads, sorting mixed pallets, restacking Goods to meet shipping requirements. Does not apply if the issue was caused by our warehouse.
- **Non-palletized Floor-Loaded Trailers (Hand-Unload + Palletization):** Starts at **$895/trailer or Cost + 25%.**
  - **Justification:** For the labor-intensive process of hand-unloading, palletizing, and shrink wrapping non-palletized floor-loaded trailers. Often this process requires 4-5 trained staff, at least 1 shrink wrapper, and at least 1 forklift; non-inclusive of shrink-wrap, materials cost, et al. At times, flexible staffing solutions for specialized temporary and skilled labor may be required to meet client's needs; it is important the process be done safely and timely to prevent truck/trailer excess dwell time cost, available staff operational issues, and available dock door space issues.

**SECTION 3: SPECIALIZED SERVICES & MATERIALS**

- **Dry Cross-Docking:** Starts at **$195/load** (up to 26 pallets).
  - **Justification:** For services that require immediate coordination of inbound and outbound shipments.
- **Refrigerated Cross-Docking:** Starts at **$395/load** (up to 26 pallets).
  - **Justification:** For cross-dock services requiring temperature-controlled staging and handling.
- **Bring-to-Temperature:** Starts at **$10/pallet**, billed by the full load.
  - **Justification:** For your goods safety and the safety of other clients around your goods, inbound goods must meet required storage temperatures ("temps") or they put extra stress on the refrigeration systems and surrounding products by requiring active cooling. A bring-to-temperature fee applies when an inbound goods temperature exceeds Frozen: 0 °F target temp +2 °F; Cooler: Client target temp +3 °F. Temperatures are verified at receiving on a sample. Goods ≥ 10 °F above target temp may be placed on QA hold or refused at Accela's discretion.
- **Trash/Dunnage Disposal:** Starts at **$75/load**.
  - **Justification:** For disposal of dunnage, shrink-wrap, pallets, damaged goods, etc.; including both the labor and environmentally regulated and compliant trash disposal service (dumpster, hauling, landfill) cost.
- **Supplies & Materials:** Starts at **Cost + 25% or as communicated.**
  - **Justification:** For any necessary supplies not covered elsewhere (e.g., special labels, placards, non-standard pallets).
- **Pest / Infestation Response & Remediation:** Third-party costs at Cost + 25%, plus ADW's separately incurred labor, materials, equipment, transportation, disposal, administrative, and facility-remediation charges.
  - **Justification:** Applies when Client's Goods, packaging, pallets, or inbound transportation equipment are reasonably suspected of introducing, contributing to, or materially exacerbating insects, pests, infestation, or related contamination. Charges may include inspection, sampling, pest-control services, fumigation or treatment, quarantine, segregation, rehandling, relocation, cleaning, sanitation, disposal, protection or treatment of affected goods or areas, and other reasonable remediation measures necessary to protect the Facility, personnel, other clients, and inventory. Client responsibility is subject to the applicable Pest, Infestation, and Remediation provision herein.

**SECTION 4: ADMINISTRATIVE & ACCOUNT FEES**

- **Document / Administrative Customization:** Starts at **$40/hour**, billed in 30-minute increments with a 30-minute minimum, notwithstanding the general hourly minimum above.
  - **Justification:** For our team's time, effort, and scheduling impact associated with creating or modifying documents outside our standard templates (e.g., custom packing slips, commercial invoices, etc.).
- **IT, WMS, EDI, API, Integration, or Technical Services:** Starts at **$95/hour** or quoted ad hoc.
  - **Justification**: Applies to requested technical work outside standard account support, including WMS configuration, EDI or API mapping and integration, system setup, troubleshooting, testing, validation, data-related work, and related implementation or technical support.
- **Base Account Support Plan (BASP):** Starts at **$6.50/day**, billed monthly as a 30-day average.
  - **Justification:** Our pricing is based on an Activity-Based Costing (ABC) model, which is a standard, transparent practice in the 3PL industry recognized by Industry authorities like the International Warehouse Logistics Association (IWLA) and the Warehousing Education and Research Council (WERC). This model separates:
    - Base Fixed Costs: The essential systems, administrative personnel (AR/AP), and admin support including Inventory Controls, Paperwork (BOLs), Billing System (Consolidated Invoicing), Warehouse Management System

(WMS) if applicable, Audit Readiness (Fire, FDA, USDA: Logs, SOPs, Training Confirmations), Cybersecurity, Records Retention Data Backups, and more required to maintain your account.
    - Transactional Variable Costs: Including Storage, Handling, Value-Added Services, Trucking, and more; built upon that essential "Base" Fixed Cost.
  - BASP becomes effective on the Service Commencement Date and continues month-to-month while the account is active (“Activation”). If no inventory, no Storage Minimum, no Reserved Capacity, and no activity for an entire calendar month, the fee is waived upon written request (“Suspension”). If average active SKUs or monthly orders exceed applicable thresholds, that Client’s BASP may be adjusted.
- **Payment Terms.** All Charges are net and payable without offset or deduction within thirty (30) days after the invoice date unless otherwise agreed in writing. Any dispute concerning an invoice must be submitted to ADW in writing within thirty (30) days after the invoice date, identifying the specific disputed Charge and basis for the dispute. Undisputed amounts remain payable when due. Subject to applicable law, if any undisputed amount remains past due, ADW may suspend Services, decline additional Goods, require advance payment for future Services, and exercise its warehouse lien and other available rights. Past-due amounts may accrue a service charge of two percent (2%) per month or the maximum amount permitted by applicable law, whichever is less, together with reasonable collection costs and attorneys' fees. Where Client is a governmental entity, mandatory statutory or procurement-contract payment and late-interest provisions shall control over any inconsistent provision herein.
- **Description and Rights to Goods.** Client represents and warrants to Accela that there are no known or reasonably suspected health, safety, environmental, pest, infestation, contamination, or other material hazards associated with the Goods or their storage and handling that have not been disclosed to and expressly accepted by Accela in writing. All Goods shall be delivered to Accela by Client properly marked and packaged for handling. Accela may, at its sole discretion, reject any shipment of Goods that it deems to be improperly marked, packaged or contains any hazardous material (unless specifically agreed to by Accela). In the event Accela is required to exercise its lien, Client shall be responsible for all necessary and reasonable costs incurred by Accela including, but not limited to, reasonable attorney fees. The Client warrants that it is the owner and/or has lawful possession of the goods and has sole legal right to store and thereafter direct the release and/or delivery of such goods. The Client agrees to indemnify and hold harmless (including legal fees and costs) Accela of and from any claim by others relating to ownership, storage and release of the goods, and/or any other services provided by Accela.
- **Pests, Infestation, and Remediation.** Client acknowledges that certain commodities, including flour, grain, meal, cereals, seeds, nuts, spices, animal feed, and other dry or agricultural products, may contain or harbor insects, eggs, larvae, mites, rodents, vermin, or other pests or infestation conditions that may be latent, concealed, dormant, or not reasonably detectable by ordinary receiving inspection (“Pest Condition”). Client is responsible for appropriate inspection, sampling, testing, treatment, and determination that the Goods, their packaging and pallets, and inbound transportation equipment are suitable for storage. Client shall immediately disclose to ADW in writing any known or reasonably suspected Pest Condition affecting the Goods or any related lot, shipment, supplier, origin facility, or transportation equipment. ADW's acceptance, inspection, or storage of Goods does not constitute a representation or certification that the Goods are pest-free and does not waive Client's obligations under this Section. If ADW, or the Facility Operator in Partner Service, discovers or reasonably suspects a Pest Condition in, on, emanating from, or reasonably attributable to Client's Goods, packaging, pallets, or inbound transportation equipment, ADW may take any commercially reasonable action necessary to protect persons, the Facility, other property, other customers' goods, or regulatory and food-safety compliance. Such action may include refusing or suspending receipt or handling; inspection or testing; segregation, quarantine, or relocation; engaging a licensed pest-control or other qualified professional; fumigation or other treatment; cleaning or sanitation; returning Goods; and, where permitted by applicable law, removing, destroying, selling, or otherwise disposing of affected Goods. ADW need not await Client instructions where ADW reasonably determines that delay could increase the risk or extent of infestation, contamination, loss, damage, or regulatory noncompliance. ADW shall not be liable for loss or damage resulting from commercially reasonable protective action taken under this Section except to the extent caused by ADW's failure to exercise the applicable standard of care required by law. To the fullest extent permitted by law, if a Pest Condition is introduced, caused, contributed to, or materially exacerbated by Client's Goods, packaging, pallets, or inbound transportation equipment, Client shall be directly responsible for and shall reimburse ADW for all reasonable costs, charges, expenses, and losses arising therefrom, including inspection and testing; pest-control services; fumigation and treatment; quarantine and segregation; rehandling and relocation; cleaning, sanitation, and remediation of the Facility, equipment, or affected areas; disposal and waste charges; transportation; additional labor and administrative coordination; regulatory or professional services; reasonable costs incurred to protect, inspect, treat, relocate, or remediate other customers' goods; and reasonable loss of use of affected warehouse areas while remediation is performed. In Partner Service, Client shall likewise be responsible for reasonable corresponding charges and costs assessed by the Facility Operator attributable to the Pest Condition. Client shall indemnify, defend, and hold harmless ADW, its affiliates, officers, employees, agents, and, where applicable, the Facility Operator from and against third-party claims, liabilities, losses, damages, fines, penalties, costs, and expenses, including reasonable attorneys' fees, arising from such Pest Condition, except to the extent caused by ADW's failure to exercise its applicable standard of care. A determination by a licensed pest-control professional or other qualified expert that Client's Goods, packaging, pallets, or inbound transportation equipment are a probable source or material contributor to a Pest Condition shall constitute a reasonable basis for ADW to take immediate protective action and allocate resulting remediation Charges to Client, subject to adjustment if subsequently established evidence demonstrates otherwise. All amounts payable under this Section constitute Charges under this Agreement and, in Direct Service, shall be subject to ADW's warehouse lien to the fullest extent permitted by applicable law. Client's obligations under this Section shall survive removal of the Goods and expiration or termination of Services.
- **Client Warranties and Responsibilities.** In addition to the warranties set forth, the Client warrants that the information as to count, weight, description and condition of the goods set forth on any delivery document is accurate and complete and may be relied upon by

Accela. The Client acknowledges and agrees that Accela has no obligation to verify the quantity, content, condition or quality of the goods delivered to Accela for storage. The Client further warrants that all individual packages, pieces and items are clearly marked. Client Responsibilities and Indemnification: (a) Liability for Charges and Damages: Client is liable for, and agrees to pay, all rates, charges, expenses, and costs (including costs related to collection or enforcement) arising under this Agreement ("Charges"). Client is also directly liable for any damages, losses, or expenses incurred by Accela or the Facility Operator resulting from Client's breach of this Agreement, the nature or condition of the Goods (unless accurately disclosed and accepted by Accela), improper packaging provided by Client or its agents/shippers, or any negligent or wrongful act or omission of Client or its representatives. (b) Indemnification of Accela: Client agrees to indemnify, defend, and hold harmless Accela, its officers, employees, agents, and (if Partner Service is selected) the designated Facility Operator, from and against any and all claims, liabilities, demands, losses, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees) ("Claims") arising directly or indirectly from, or asserted by third parties (including but not limited to the shipper, legal owner, or consignee of the Goods) in connection with: (i) Any breach by Client of its warranties, representations, or obligations under this Agreement; (ii) The nature, character, condition, or packaging of the Goods; (iii) Any inaccurate information provided by Client regarding the Goods; (iv) Any act or omission of Client, its employees, agents, or carriers relating to the Goods or Services provided hereunder; or (v) The storage, handling, release, delivery, or condition of the Goods, except to the extent such Claims are proven by final judgment to result solely from Accela's failure to meet its standard of care as defined in the "Liability and Standard of Care" section herein (considering the applicable Service Model).

- **Warehouse Lien.** The rights regarding warehouse liens depend upon the applicable Service Model. (a) Direct Service. To the fullest extent permitted by applicable UCC Article 7, ADW shall have a general warehouse lien against all Goods covered by a warehouse receipt or storage agreement, and against proceeds thereof in ADW's possession, for all present and future Charges and expenses lienable under applicable law relating to such Goods, including storage, transportation, demurrage and terminal charges, insurance, labor, handling, preservation, and expenses reasonably incurred in the lawful sale or disposition of the Goods. Client expressly agrees that, to the fullest extent permitted by applicable law, ADW's lien shall also secure similar Charges and expenses relating to other Goods deposited by Client, whether or not such other Goods remain in ADW's possession. (b) Partner Service. If Partner Service is selected, Client acknowledges that the designated Facility Operator may possess statutory or contractual warehouse lien rights under applicable law and the Facility Operator's applicable terms. Because ADW does not take possession of the Goods or act as the warehouseman under the Partner Service model, nothing in this Section is intended to create a statutory warehouseman's lien in favor of ADW where such lien does not otherwise arise under applicable law. Charges owed directly to ADW remain contractual obligations of Client. (c) Enforcement. In the Direct Service model, ADW may retain possession of Goods subject to its warehouse lien and may enforce such lien in accordance with applicable law. Client shall remain responsible for all lawful Charges and reasonable expenses incurred in preserving the Goods and enforcing ADW's rights. ADW shall not be required to subordinate or waive its warehouse lien except pursuant to a written agreement expressly signed by ADW. In the Partner Service model, any lien held by the Facility Operator shall be governed by applicable law and the Facility Operator's applicable terms.
- **Liability and Standard of Care.** ADW's liability and the applicable standard of care depend on the Service Model selected. If Partner Service applies, Client may request information reasonably available to ADW regarding the designated Facility Operator before use of that Facility. Client's request for, acceptance of, or continued use of Partner Services constitutes acceptance of ADW's selection of the designated Facility Operator for purposes of ADW's arrangement role, but nothing herein shall waive or disclaim any duty of care that may not lawfully be waived or disclaimed. (a) If Direct Service is selected: ADW shall exercise the degree of care regarding the Goods that a reasonably careful warehouseman would exercise under like circumstances ("Reasonable Care"). ADW shall be liable as a warehouseman under applicable law for loss or damage resulting directly from its failure to exercise Reasonable Care, subject to the limitations stated herein. (b) If Partner Service is selected: ADW shall exercise reasonable care only in arranging the Services with the designated Facility Operator. The Facility Operator bears the responsibility for exercising Reasonable Care regarding the Goods during physical storage and handling operations. ADW's liability is limited solely to damages directly caused by its own gross negligence or willful misconduct in arranging the Services (e.g., negligent selection of the partner or providing incorrect instructions). ADW is not liable for the acts or omissions of the Facility Operator or its personnel during operations. Any liability of the Facility Operator is governed by their terms or applicable law and is passed through by ADW only to the extent recoverable from such Facility Operator. ADW does not act as a bailee in the Partner Service scenario. Risks Assumed by Client: Regardless of the Service Model, Goods are stored at Client's sole risk of loss or damage resulting from: Acts of God; seizure or acts of civil or military authority; insurrection, riot, strike, labor disturbance, or enemies of the government; the inherent nature, defect, or vice of the Goods; inadequate packaging provided by Client or shipper; inherent wear and tear; latent defects; or any other cause beyond the reasonable control of the party required to exercise Reasonable Care (ADW under Direct Service, the Facility Operator under Partner Service). This includes specific perils such as sprinkler leakage, fire, flood, pests, or temperature fluctuations unless directly caused by a failure to exercise Reasonable Care by the responsible party. Limitation of Liability Amount: Should ADW be found liable for any reason under either Direct Service or Partner Service, ADW's total liability per occurrence for any loss, damage, shortage, or mis-delivery shall be strictly limited to the lesser of: (i) The actual manufacturer's cost of the specific affected Goods; OR (ii) Ten times (10x) the monthly storage rate charged by ADW applicable to the specific lost or damaged pallet(s) or unit(s). This financial limitation is Client's sole and exclusive monetary remedy against ADW and applies regardless of the cause, including any negligence attributable to ADW or, in the Partner Service scenario, negligence attributable to the Facility Operator for which liability might pass through ADW. Declared Value: Client declares that the aggregate manufacturer's cost of all its Goods stored at the Facility under this Agreement will not exceed $1,000,000 on any single day. Client acknowledges that the rates charged do not include insurance or valuation coverage beyond the limitation stated above. Liability limits may potentially be increased only upon Client's prior written request, ADW's express written agreement, and Client's payment of applicable additional charges determined by ADW. No Consequential Damages: In no event shall ADW be liable for any special, incidental, punitive, or consequential

damages, including but not limited to lost profits, lost sales, or business interruption damages, however caused. Insurance Obligation: Client is responsible for maintaining appropriate 'all-risk' property insurance coverage for the full value of the Goods.

- **Mis-Shipment and Customer Chargebacks.** If ADW negligently mis-ships Goods, ADW shall have the option to either: (i) pay the reasonable transportation charges incurred to return the mis-shipped Goods to the Facility; or (ii) treat the affected Goods as lost or damaged subject to the applicable limitation of liability stated herein. If the consignee fails to return the Goods, ADW's maximum liability shall remain subject to the applicable limitation of liability, and ADW shall have no liability for damages arising from the consignee's acceptance or use of the Goods. ADW shall not be responsible for retailer, distributor, customer, compliance, administrative, or other chargebacks imposed upon Client except where ADW expressly agrees otherwise in writing. Claims under this Section are subject to the Law, Claims, Forum, Arbitration, and Government Contracts provision herein.
- **Product Recall.** In the event any product recall, field alert, market withdrawal, field correction, or similar action (collectively, a “Recall”) may be necessary with respect to Goods, Client shall immediately notify ADW in writing. Except where required by applicable law, ADW shall not initiate a Recall without Client's express prior written authorization. Client shall be responsible for the reasonable costs incurred by ADW in connection with a Recall and shall indemnify, defend, and hold harmless ADW from third-party claims, liabilities, penalties, costs, and expenses arising from the Recall, except to the extent resulting directly from ADW's failure to exercise the applicable standard of care. Any indemnification obligation of a governmental Client shall apply only to the extent permitted by applicable law.
- **Client’s Insurance Obligations.** Client agrees to indemnify and hold harmless Accela and related companies harmless against loss of any kind except as provided under Warehouseman’s Legal Liability coverage. Client shall at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance, or Client shall elect to self-insure any portion thereof: (a) All-Risk Property Damage insurance insuring the Goods in an amount not less than the actual Replacement Cost thereof, subject to any commercially reasonable deductible amounts as determined solely by Client, and (b) Cargo Insurance on an all risk basis for any and all transportation exposures, whether related to an owned vehicle or a third-party contract or common carrier, in an amount not less than the actual replacement value thereof, subject to any commercially reasonable deductible amounts as determined solely by Client. Client and its insurers hereby waive all rights of subrogation against Accela and the Facility Operator for any loss or damage to Goods covered by Client’s insurance policies.
- **Events of Force Majeure.** Neither party shall be liable to the other for failure to perform its obligations under this Agreement if prevented from doing so because of an act of God, fire, flood, war, cyber-attacks, third-party software or cloud service outages, telecommunications failures, civil disturbance, interference by civil or military authority or other causes beyond the reasonable control of the parties; however, no monetary obligations will be excused by Events of Force Majeure.
- **Term, Binding Acceptance, and Modification.** (a) Term and Termination: The specific initial term, renewal terms, and conditions for termination of Services shall be governed by the applicable Rate Schedule or other written agreement. If no initial or renewal term is stated, Services shall continue month-to-month as provided in the Rates and Charges provision. (b) Binding Acceptance: Client agrees to all conditions stated herein (“Terms”) and acknowledges that specific rates, the operational term, and termination provisions are detailed in the Rate Schedule. Client's acceptance of these Terms occurs by tendering Goods for Services, accepting any document referencing these Terms (including Receipts, Terms and Conditions, Warehouse Bills of Lading, Invoices, or Services emails), or permitting Goods to be stored or handled pursuant to the Rate Schedule and these Terms. These Terms become binding upon the Client’s use of Services, Accela's acceptance of Goods or commencement of Services, regardless of formal signature by Client. (c) Modification by Advance Posting and Continued Use: Except for changes governed by a different notice period expressly stated in these Terms or a separate written agreement, Accela may modify these Terms prospectively by posting the revised Terms at www.goaccela.com/tos (or any successor URL designated by Accela), identifying the applicable revised effective date. For existing private commercial Clients, any such modification shall become effective on the later of: (i) the stated effective date of the revision; or (ii) thirty (30) days after the revised Terms are first posted at that location. The revised Terms may apply immediately to new Clients whose Services commence on or after the stated effective date. Client expressly agrees that such advance posting constitutes the parties’ agreed method of notice of modifications to these Terms and agrees to review the posted Terms periodically and before requesting, accepting, or continuing Services. The version previously applicable to an existing Client shall continue to govern until the revised Terms become effective for that Client. Client may discontinue Services in accordance with the applicable termination provisions if Client does not wish to accept a prospective modification. Client’s request for, acceptance of, or continued use of Services on or after the date the revised Terms become effective for that Client constitutes Client’s acceptance of the revised Terms. Accela may additionally provide notice of modifications by email, email signature, invoice, Rate Schedule, service communication, or other written or electronic communication, but separate individualized notice shall not be required unless required by these Terms, applicable law, the governing procurement contract, or another written agreement. No modification under this subsection shall retroactively modify any rights, obligations, liabilities, claims, defenses, limitations, or remedies arising from an event, act, omission, loss, damage, or occurrence before the revised Terms become effective for the applicable Client. This subsection does not apply where a separate written agreement expressly requires modification by mutual written agreement. For a governmental Client, this subsection applies only to the extent permitted by applicable law and the governing procurement contract. (d) Online Accessibility and Continuing Notice of Terms: Accela shall endeavor to maintain its current Receipt Terms and Conditions at www.goaccela.com/tos (or any successor URL designated by Accela), together with the applicable revised effective date. Client acknowledges and agrees that this URL is Accela’s official location for its publicly posted Terms, that such Terms may be revised prospectively from time to time in accordance with subsection (c), and that Client is responsible for reviewing the posted Terms periodically and before requesting, accepting, or continuing Services. References to this URL in Accela emails, email signatures, invoices, Rate Schedules, service communications, or other documents provide additional continuing notice of the location and potential prospective revision of Accela’s Terms.

- **Shipments To and From Facility.** Client shall cause shipping documents for Goods delivered to or removed from the Facility to identify Client or Client's designated party as the shipper, consignee, or owner as appropriate, with ADW identified only as the warehouse or "in care of" party. ADW's acceptance of Goods shall not give ADW beneficial title or ownership in the Goods or make ADW the importer of record, consignee for beneficial ownership purposes, seller, purchaser, or owner of the Goods. Client shall be responsible for transportation charges, demurrage, detention, customs obligations, duties, taxes, and other charges arising from Client's failure to properly identify the parties to a shipment.
- **Delivery Instructions; Electronic Communications; Inventory Records.** ADW may rely upon release orders, shipping instructions, EDI transmissions, emails, API or other electronic instructions, and other communications reasonably appearing to originate from Client or an authorized representative. Client is responsible for maintaining accurate authorized-contact information and for safeguarding credentials used to transmit instructions to ADW. ADW shall not be liable for loss or error resulting from accurately following such instructions except to the extent caused by ADW's failure to exercise reasonable care. Unless otherwise expressly agreed in writing, ADW's Warehouse Management System ("WMS") shall constitute the operational inventory system and inventory of record for Goods in ADW's custody, subject to correction of manifest errors. Client is responsible for reviewing inventory reports and promptly notifying ADW in writing of apparent discrepancies.
- **Confidentiality, Severability, and Corrections.** Each party shall protect the other party's non-public confidential or proprietary information using reasonable care and shall use such information only in connection with the Services. Confidential Information does not include information that: (i) is or becomes publicly available through no breach of this Agreement; (ii) was lawfully known by the receiving party without confidentiality obligation; (iii) is lawfully received from a third party; or (iv) is independently developed without use of the other party's Confidential Information. Either party may disclose information to the extent required by law, subpoena, court order, government procurement or public-records requirements, insurers, professional advisers, auditors, lenders, or service providers having a legitimate need to know. Accela's failure to insist upon the strict compliance with any provision hereof shall not constitute a waiver or estoppel of its right to demand strict compliance. If any provision hereof is found to be invalid, illegal and/or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall remain intact.
- **Government Client Savings Provision.** Notwithstanding anything in these Terms to the contrary, if Client is a governmental entity, no provision of these Terms shall require Client to indemnify, defend, or hold harmless another person; agree to binding arbitration or another binding extrajudicial dispute-resolution process; accept a prohibited jurisdiction or venue; be bound by a term or condition unknown to Client at the time of contracting; accept a unilateral modification; be bound by electronic acceptance by a person without authority; limit liability in a manner prohibited by law; or otherwise undertake an obligation prohibited by applicable law or the governing procurement contract. Any such provision shall apply only to the fullest extent permitted by applicable law, and all mandatory governmental procurement, contracting, appropriation, claims, and dispute-resolution requirements shall control over any inconsistent provision herein.
- **Integration**. The headings used are for convenience of reference only and may not be construed so as to give any substantive meaning. These Receipt Terms and Conditions, the applicable Rate Schedule, any Release Order issued in connection herewith, and any Warehouse Bill of Lading issued by Accela or its affiliates for the Goods stored hereunder collectively constitute the agreement between Accela and Client regarding the Services governed by the applicable version of these Terms and, subject to the effective-date and transition provisions herein, supersede all prior or contemporaneous discussions, representations, and agreements, whether oral or written. Except for modifications expressly permitted under the Rates and Charges or Modification by Advance Posting and Continued Use provisions of these Terms, this Agreement may be altered or amended only by a writing signed by authorized representatives of both Accela and Client. If a separately executed written agreement expressly conflicts with these Terms regarding the method by which rates or other provisions may be modified, the separately executed written agreement shall control.
- **Assignment**. Client may not assign its rights or delegate its duties under this Agreement or any part thereof without the prior written consent of Accela, which consent Accela may grant or withhold in its sole discretion. Accela reserves the right to assign this Agreement, in whole or in part, to any affiliate or in connection with any merger, consolidation, reorganization, or sale of all or substantially all of its assets or business to which this Agreement relates, without the requirement of Client consent.
- **Relationship of Parties.** Except where ADW expressly acts as a disclosed bona fide agent of an identified motor carrier as provided in the "No Brokerage Authority; Carrier and Agent Capacities" provision herein, the relationship between Accela and Client under this Agreement is solely that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency between Accela and Client, or as creating any partnership, joint venture, other form of joint enterprise, employment, or fiduciary relationship between them. Neither Accela nor Client shall have authority to contract for, represent, or bind the other in any manner whatsoever. Any disclosed agency relationship between ADW and an identified motor carrier shall be limited to the scope expressly applicable to that relationship and shall not create an agency relationship between ADW and Client.
- **Data Protection and Privacy.** Each party agrees to comply with all applicable data protection and privacy laws and regulations with respect to any personal data processed in connection with this Agreement. Client warrants that it has all necessary rights and has obtained all necessary consents to provide personal data to Accela and to authorize Accela to process such personal data for the purpose of performing the Services. Accela shall process such personal data only for the purpose of performing the Services, or as otherwise instructed by Client in writing, or as required by applicable law.
- **Law, Claims, Forum, Arbitration, and Government Contracts.** This Receipt shall be construed in accordance with, and governed by, the laws of the state in which the Facility is located. The Client shall notify Accela in writing of any loss, damage, shortage, failure to deliver and/or mis-delivery of goods within two (2) business days after the discovery by the Client of such loss, damage, shortage, failure to deliver and/or mis-delivery. The Client must retain and permit Accela to inspect the goods relating to such claim. Any lawsuit or arbitration

proceeding must be commenced within six (6) months following the date such claim arose. Failure to comply with any of the foregoing shall preclude the Client from maintaining any claim or suit against Accela. Transportation Claims. Notwithstanding the foregoing, claims arising from Transportation Services performed by AWS shall be governed by the applicable transportation documents and mandatory federal or state transportation law. The foregoing warehouse claim notice, inspection, and action-period requirements shall not shorten or supersede any minimum claim-filing, notice, or action period applicable to Transportation Services under mandatory law. Nothing in these Terms shall shorten any minimum claim-filing, notice, or action period required by applicable law. To the extent an applicable transportation document or mandatory law requires or permits a different claims, forum, or dispute-resolution procedure, that procedure shall control over any inconsistent provision herein. Except for actions initiated by Accela solely to collect unpaid Charges, any other dispute or claim arising out of or for the breach of this Agreement or in connection with any goods stored hereunder, whether founded in tort or contract, shall be settled by arbitration under the arbitration laws of the jurisdiction in which the Facility is located and under the rules of the American Arbitration Association, provided, however, that upon any such arbitration, the arbitrator may not vary, modify or disregard the provisions contained herein, including those respecting the declared or agreed valuation of the goods and the limitation of liability of Accela. The award may be entered as a judgment of a court of record in the county where the award is made. The Client and Accela shall share equally the cost of arbitration. Client and Accela agree that disputes arising from this Agreement will be settled by binding arbitration, with Client selecting an arbitrator, Accela selecting an arbitrator and with a representative chosen by each party jointly selecting a third arbitrator. At its sole discretion, Accela may forego mandatory arbitration and instead seek a collection action to recover any monies owed by Client under this Agreement. Government Contracts. Notwithstanding the foregoing, if Client is a governmental entity and applicable law, regulation, or the governing procurement contract prohibits binding arbitration or requires a particular claims, administrative, judicial, forum, or dispute-resolution procedure, the applicable mandatory requirements shall control over any inconsistent provision herein. No governmental Client shall be deemed to have agreed to binding arbitration or another provision prohibited by applicable law merely by accepting or continuing Services.

- **Documents, Notices, Change of Address**. Receipts, invoices, reports, notices and related documents may be delivered to Client by electronic means to the most recent email address used, in place of sending hard copy versions. Client may change its email address for electronic delivery by written notice to Accela and acknowledged in writing by Accela. Notice of any change of address of the Client must be given by the Client to Accela in writing and acknowledged in writing by Accela on the following monthly statement and no notice of any change of address shall be valid or binding against Accela if given in any other manner.