

**Pacific Coast Container Inc.,  
DBA, PCC Logistics**

**WAREHOUSE SERVICES AGREEMENT –  
TERMS AND CONDITIONS**

This Customer Services Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022 (“Effective Date”) by and between **Pacific Coast Container, Inc. dba, PCC Logistics**, a California corporation with a primary address of 432 Estudillo Ave, San Leandro, CA 94577 (“**PCC Logistics**”), and

, a corporation or entity, with a primary business  
address of \_\_\_\_\_ (“**Customer**”).

**Recitals**

**A.** PCC Logistics is a third-party intermediary with the necessary expertise and resources to arrange for the shipment and/or storage of various goods (the “Goods”) via the services described in this Agreement.

**B.** Customer desires to utilize the services of PCC Logistics to arrange for the shipment and/or storage of the Goods in accordance with the terms and conditions set forth in this Agreement.

**Agreement**

In consideration of the premises and mutual promises and conditions herein contained, it is agreed as follows:

**1. Services.**

In consideration of the mutual promises and conditions herein contained, it is agreed that in its capacity as a logistics company, PCC Logistics shall provide the below listed services, and other services agreed to in writing by the parties, required for the transportation and/or care of the Goods in international and domestic transit (the “Services”). Along with the general terms set forth in the main body of this Agreement, the terms specific to each Service provided to Customer by PCC Logistics are set forth in the attached Appendix or if the Customer tenders business without signature this Warehouse Service Agreement is in effect.

Warehousing Services.

(PCC Logistics) (Customer)

The warehousing services to be arranged by PCC Logistics, if any, are set forth in **Appendix A.**

Bonded Storage Service.

(PCC Logistics) (Customer)

Bonded Storage services to be arranged by PCC Logistics, if any, are set forth in **Appendix B.**

Rates and Charges.

(PCC Logistics) (Customer)

Customer shall pay PCC Logistics Rates & Charges set forth in **Appendix C.**

The Warehousing Services intended by both parties are set forth in the appendices attached to this Agreement which are initialed by both parties above and hereby incorporated by reference. In the event of a conflict or inconsistency between the terms of this Agreement and any of the Appendices, the terms of the Appendices shall control.

## **2. General Terms Related to Services.**

a. Compliance with Applicable Laws. Both Customer and PCC Logistics shall respectively comply with all applicable laws, rules and regulations relating to the performance of the Services.

b. Special Instructions. The parties acknowledge that special services or instructions may occasionally arise with respect to the Services. In such event, Customer shall provide PCC Logistics with written requests as to its needs for such special service, and PCC Logistics may provide the requested service upon payment by Customer of the associated charge for such services.

c. Control. PCC Logistics shall have sole and exclusive control over the manner in which PCC Logistics performs the Services, and PCC Logistics shall utilize such persons and/or entities as PCC Logistics deems necessary in connection therewith.

## **3. Acceptance Term and Termination.**

a. The term of this Agreement is for a (\_\_\_\_) year period commencing on the Effective Date set forth above. Either party can terminate this Agreement with a thirty (30) day written notice, even if there is no default.

b. Each party may terminate this Agreement, effective at the expiration of the thirty (30) day period immediately following notice and description of default to the defaulting party, in the event the default has not been cured to the reasonable satisfaction of the non-defaulting party within the thirty (30) day period. PCC Logistics may also terminate this Agreement at any time upon providing Customer ninety (90) days prior written notice.

c. Upon termination or expiration of this Agreement, PCC Logistics will, within thirty (30) days, provide Customer with an invoice for all Services for which PCC Logistics has not yet received payment, and Customer agrees to pay any undisputed amounts set forth in such invoice within thirty (30) days.

d. In the absence of written acceptance, the act of tendering Goods for storage or other services by PCC Logistics after the date set forth above shall constitute acceptance by Customer of this Agreement and serve as legal receipt for the Goods, and Customer shall be liable for payments to PCC Logistics accordingly.

e. The parties intend an ongoing relationship whereby Customer will deposit goods with PCC Logistics from time to time during the term of this Agreement. PCC Logistics shall not be required to issue separate warehouse receipts in each instance where Goods are received by PCC Logistics, and Customer waives any rights under California Commercial Code section 7202 to assert any claims or liability against PCC Logistics other than as set forth in this Agreement.

## **4. Independent Contractors.**

a. PCC Logistics agrees that the Services to be provided shall be arranged by PCC Logistics and performed by either PCC Logistics or a duly licensed warehousemen or other transportation providers (collectively, the "Independent Contractors") selected by PCC Logistics, pursuant to the terms of this Agreement. Customer understands and agrees that the Independent Contractors have exclusive control over their respective employees, and are not agents, employees, or authorized representatives of PCC Logistics.

b. When PCC Logistics utilizes Independent Contractors, PCC Logistics shall take reasonable efforts to ensure such Independent Contractors shall: (i) have such licenses and permits as are required by applicable governmental authority for the lawful provision of the sub-contracted services; and (ii) perform the Services pursuant to the requirements set forth in this Agreement.

c. PCC Logistics shall at all times during the term of this Agreement be responsible for payment to such Independent Contractors, including without limitation, freight charges and any other charges or compensation as required by applicable laws and regulations.

d. PCC Logistics shall be responsible for selecting the area within the facilities for storing the goods and may, without notice, move the goods within the facilities, but shall not, without Customer's prior

consent, move goods to another location for storage or transport purposes.

**5. Transportation Documents.** Customer shall deliver the Goods to the Facilities in a segregated manner, properly marked and packaged for handling. At or prior to delivery of the Goods, Customer shall furnish a manifest showing the Goods to be tendered for storage, with any instructions concerning storage, ancillary services, accounting, segregation, or any other requirements relating to the Goods. Customer agrees that if it fails to notify PCC Logistics in advance of the delivery of Goods then PCC Logistics shall have the right to refuse such Goods and shall not be liable or responsible for any loss, injury, or damage of any nature to, or related to, such Goods. If no instructions are provided by Customer to PCC Logistics, then PCC Logistics shall make its best judgment as to the proper storage of the goods and shall not be liable for any loss or damage caused thereby. Each shipment under this Agreement shall be evidenced by one or more transportation documents acceptable to PCC Logistics, which may include, but not be limited to, bills of lading, air waybills, ocean bills of lading, warehouse receipts manifests or any other documents purporting to control the custody and/or movement of the Goods (collectively, the "Transportation Documents"), showing the kind, quantity and condition of the Goods received and delivered by PCC Logistics or its Independent Contractors at the loading and unloading points, respectively. Except as provided herein, to the extent any term or condition of such Transportation Documents conflict in any way with any term or condition of this Agreement or the Appendices, this Agreement and the Appendices shall govern. In the event that PCC Logistics shall issue a through bill of lading to the ultimate destination, PCC Logistics shall be liable to Customer for loss or damage in accordance with the terms of this Agreement and the Appendices regardless of the number of separate contracts of carriage entered into by PCC Logistics with Independent Contractors if any.

**6. Non-Exclusivity.** and Independent Contractor Relationship. It is understood and agreed between the parties hereto that this Agreement is non-exclusive, and that PCC Logistics shall be free to accept goods from companies other than Customer and that Customer shall be free to utilize logistics services from companies other than PCC Logistics. The Parties acknowledge and agree that PCC Logistics is, and shall be at all times during the term of this Agreement, an independent contractor with respect to the services rendered hereunder for Customer.

**7. Title to and Risk of Loss of the Goods.** It is understood and agreed between the parties hereto that, unless otherwise expressly agreed to by PCC Logistics in this Agreement or the Appendices, PCC Logistics shall not acquire title to or assume risk of loss for any of the Goods on behalf of Customer, and shall not, in the course of providing the Services in accordance with this Agreement, acquire title to or assume risk of loss for, or be deemed to have acquired title to or assumed risk of loss for, the Goods.

**8. Rates and Charges.**

a. Invoice. Customer shall pay PCC Logistics, at the address shown on PCC Logistics' invoice, the rates and charges described in Appendix C, Price Quote, or other Appendices, attached hereto, and incorporated herein, and any other amount which becomes due and payable under this Agreement. Except as otherwise provided in the Appendices, payment shall be due from Customer within fifteen (15) days from the date of invoice by PCC Logistics, and if the payment is not made within fifteen (15) days, Customer agrees that interest shall accrue daily and be payable to PCC Logistics at the interest rate of one and one-half percent (1½%) per month, together with any and all collection costs, including attorney fees. The parties agree that any payments made hereunder are made in payment of debts incurred in the ordinary course of business and are made according to ordinary business terms.

b. Overcharge and Undercharge Claims. No action or claim to recover any overcharge or undercharge for Services may be brought by either party more than one hundred and eighty (180) days after receipt of the initial invoice.

c. Offset. Customer may not offset against amounts owed to PCC Logistics hereunder.

d. Spot Quotes. The parties understand that additional services and charges other than those initially set forth herein may periodically arise. In those circumstances, PCC Logistics shall spot quote the requested services in writing, which will become the applicable rate upon PCC Logistics receiving written acceptance of the spot quote from Customer (written acceptance includes e-mail from a representative of Customer). Upon request from Customer, PCC Logistics shall include with its invoice for the spot quote a copy of the written acceptance. Unless the spot quote and the written acceptance clearly indicate that the services provided and the applicable rate are to be on an extended basis (e.g., for the remainder of the Agreement term), the spot quote will apply only to the immediate services provided. Services provided pursuant to spot quotes will be subject to the terms of this Agreement and the

Appendices.

**9. Independent Contractor's Operations.** Unless Customer provides its own trailers or containers, PCC Logistics or the Independent Contractors shall, at their sole cost and expense, furnish all equipment necessary or required for the performance of the Services. PCC Logistics or Independent Contractors shall have full control of its personnel and shall perform the Services as an independent contractor.

**10. Insurance by PCC Logistics.** PCC Logistics shall at all times during the term of this Agreement have and maintain in full force and effect the types and amount of insurance coverage set forth below:

- a. Commercial general liability insurance for bodily injury and property damage in the amount of \$1,000,000 per occurrence.
- b. Warehouseman's legal liability insurance in the amount of \$1,000,000 per occurrence; and
- c. Worker's compensation insurance in accordance statutory law.

At the request of Customer, PCC Logistics shall deliver to Customer certificates of insurance.

**11. Cargo Loss or Damage.**

a. Warehouseman Liability.

(i) PCC Logistics shall ensure that warehousemen assume liability for any loss or injury to the Goods, however caused, if such loss or injury resulted from the failure by such warehousemen to exercise such care in regard to the Goods as a reasonable careful person would exercise under similar circumstances, and PCC Logistics shall not be liable for damages that could not have been avoided by the exercise of that standard of care. Additionally, any such liability shall be subject to the liability limitations set forth in Appendix A.

a. PCC Logistics Liability.

(i) In the event PCC Logistics does not issue the Transportation Document or is acting as an air or ocean freight forwarder or property broker, PCC Logistics shall not have liability for any loss or damage of Goods, all such liability shall be borne by the applicable Independent Contractors in accordance with the terms of this Agreement.

(ii) In no event shall PCC Logistics be liable to Customer for loss of profits or business, or any indirect, special, consequential, or punitive damages.

(iii) PCC Logistics shall not be liable for loss of goods due to inventory shortage or unexplained or mysterious disappearance of Goods unless Customer establishes such loss occurred because of PCC Logistics' failure to exercise the care required under section 11 above. Any presumption of conversion imposed by law shall not apply to such loss and a claim by Customer of conversion must be established by a preponderance of the evidence that PCC Logistics converted the Goods.

(iv) Where loss or injury occurs to stored Goods, for which PCC Logistics is not liable, Customer shall be responsible for the cost of removing and disposing of such Goods and the cost of any environmental clean-up and site remediation resulting from the loss or injury to the Goods.

b. Claims Procedures. The following provisions and claims handling procedures will apply during the term of this Agreement with respect to any cargo loss or damage to the Goods:

(i). Claims Handling Procedures. Any claim made by Customer against PCC Logistics for loss or damage to the Goods will be handled in the following manner:

a. Customer shall notify PCC Logistics promptly once Customer

discovers a possible cargo loss or damage claim. The parties agree that Customer shall have 60 Days and or two (2) months after delivery of the shipment of Goods or, if no delivery, the scheduled delivery date, to file a written claim for loss or damage to the shipment. The term "written claim" means delivering a written claim or notice of claim which reasonably notifies PCC Logistics that loss or damage has occurred to the shipment of Goods, and the nature of the problem.

b. Each claim filed against PCC Logistics will be promptly investigated by PCC Logistics. PCC Logistics will pay each claim, decline payment with explanation, or make a compromise settlement offer, or reasonably request additional information in writing, within ninety (90) days after the receipt of the claim by Customer.

c. Any action at law to recover any cargo claim shall be instituted by Customer against PCC Logistics no later than one (1) year after a written declination of claim has been delivered to Customer by PCC Logistics.

d. Customer shall not off-set cargo claims against freight charges without PCC Logistics' written permission.

e. If governing law mandates a longer period of time for notice of a claim or time in which to file suit, such longer period of time will control.

(ii). Salvage. Any salvage value will be deducted from Customer's claim against PCC Logistics for the loss or damage. If Customer chooses to not sell or allow the sale of Goods for salvage, the reasonable salvage value shall be deducted from the claim amount due Customer. With respect to the handling of any damaged Goods, PCC Logistics agrees that Customer shall have the right to dispose of or destroy such Goods within ninety (90) business days of Customer providing PCC Logistics with written notice of PCC Logistics' right to inspect the damaged Goods. CUSTOMER agrees to provide PCC Logistics with an inspection notification form with pertinent information regarding the damage and the location where the Goods may be inspected if so desired by PCC Logistics.

(iii). Liability During Storage of Goods. If PCC Logistics, due to no fault of its own, is unable to deliver a shipment of Goods or if a shipment of Goods is refused by the consignee, PCC Logistics' liability as a warehousemen, shall commence upon non-delivery.

(iv). Limitations of Liability. In entering into this Agreement, Customer understands that the Goods will likely move pursuant to PCC Logistics' and/or Independent Contractors limitations of liability, and that Customer's rights to pursue PCC Logistics and/or Independent Contractors for full actual loss or damaged Goods may be limited or prohibited by contractual terms and/or applicable law. Neither PCC Logistics nor Independent Contractors shall be liable for service delays. Unless responsibility is expressly assumed in writing by PCC Logistics, Customer shall be responsible for procuring and reinstating any additional insurance coverage to reduce or eliminate any potential loss exposure.

**12. Indemnification by Customer**. Customer will indemnify, defend, and hold PCC Logistics harmless from and against any and all Claims with respect to:

a. any liabilities, claims, suits, actions, fines, damages, losses, costs, expenses (including reasonable attorney's fees), damage to or destruction of tangible property, and/or illness, injury or death to any person, arising out of Customer's acts or omissions, negligence or default, improper performance or non-performance of its obligations hereunder; and

b. any violation by Customer of applicable laws or regulations, or breach of the terms of this Agreement or the Appendices.

Customer shall not have a duty of indemnification to the extent that the Claims arise due to the negligent or willful act or omission of PCC Logistics. Customer shall not be liable for any incidental, special, exemplary, consequential, or punitive damages, whether direct or indirect, including but not limited to loss of income, opportunity, or profits, in excess of the limitations of liability contained herein, regardless of whether Customer agrees that such damages might be incurred.

**13. Information Systems and Proprietary Information.**

a. Information Services Provided. Any management information system or computer hardware or software used or supplied by PCC Logistics in connection with the Services provided under this Agreement is and will remain PCC Logistics' exclusive property. Neither the use or any access to such systems or property by the Customer will convey to Customer any use, license, or ownership rights in PCC Logistics' property.

b. Proprietary Information. The parties agree and understand that they have or may gain confidential and proprietary information and trade secrets (the "Proprietary Information") of the other party during the term of this Agreement. The parties agree that all Proprietary Information of one party known or obtained by the other shall be kept confidential and shall not be disclosed or permitted to be disclosed to any third party without prior written authorization from the other party or unless otherwise required by law. For purposes of this provision, Proprietary Information shall include, but not be limited to, trade secrets, technical information including computer software and systems, report formats, pricing and financial information, customer lists, service providers list / contact information, and management information systems.

**14. Hazardous Material Transportation. Customer shall provide PCC Logistics and the Independent Contractors with advance written notice of the proposed shipment of any hazardous material, as that term is used and defined in the Hazardous Material Transportation Act, 49 U.S.C. § 5101, et seq. or any other applicable statute, regulation, or other law ("Hazardous Material"). Prior to the transportation, Customer shall provide PCC Logistics and the Independent Contractors with a current Material Safety Data Sheet, or any other Hazardous Material document required to be prepared and provided by Customer or its agent for the Hazardous Material shipment. Customer shall indemnify, defend and hold harmless PCC Logistics and the Independent Contractors, their officers, directors, employees, agents and insurers, against all claims, liabilities, losses, fines, reasonable attorney fees and other expenses arising out of or related to, exposure to or release of any Hazardous Material, including without limitation, fines or expenses relating to the removal or treatment of Hazardous Material or any other remedial action pertaining to the Hazardous Material under federal, state or foreign law, if (i) Customer fails to provide the notice required by this provision prior to tendering the Hazardous Material to the Independent Contractors, (ii) the contact, exposure or release resulted from the improper packaging or loading or other acts or omissions of the Customer, its employees or agents, or (iii) the contact, exposure or release occurred subsequent to the transport or storage of the Hazardous Material by PCC Logistics or the Independent Contractors.**

**15. Force Majeure.** Neither party, nor any Independent Contractors utilized to provide Services under this Agreement, will be liable to the other for failing to perform or discharge any obligation of this Agreement where such failure is caused by acts of God, labor disorders, fire, weather, closing of public highways, government interference and other causes beyond the affected parties' control.

**16. Accurate Information.** Customer shall provide PCC Logistics and the Independent Contractors with complete, accurate and timely information regarding the Goods to be transported or stored. Customer shall indemnify, defend, and hold harmless PCC Logistics and the Independent Contractors, their officers, directors, employees, agents, and insurers, against all claims, liabilities, losses, fines, reasonable attorney fees and other expenses arising out of or caused by incomplete, inaccurate and/or untimely information being provided by Customer to PCC Logistics and/or the Independent Contractors regarding the Goods to be transported or stored.

**17. Miscellaneous.**

a. Successors and Assigns. This Agreement is binding and for the benefit of both parties and their respective successors and permitted assigns. Neither party may assign this Agreement without the written consent of the other party, except PCC Logistics may, without consent, assign this Agreement to a subsidiary or other related company.

b. Waiver. Either party's failure to strictly enforce any provision of this Agreement will not be construed as a waiver of that provision or is excusing the other party from future performance.

c. Notices. All notices required or permitted under this Agreement must be in writing (unless otherwise indicated in this Agreement) either telefaxed, sent via overnight courier, hand delivered or sent via certified mail, return receipt requested, postage prepaid, to the address or telefax number set forth below. Telefaxes, overnight courier and hand delivered notices will be effective upon actual receipt. Certified mail notices will be effective on the third business day after the mailing date.

d. Entire Agreement Severability. This Agreement represents the entire agreement of the parties with respect to its subject matter, and supersedes all prior proposals, agreements, oral representations, memoranda, or understandings with respect to this Agreement or its subject matter. Any future modification, representation, agreement, understanding or waiver will be binding only if in writing signed by the parties sought to be bound. The parties' intent that this Agreement constitutes the complete and exclusive statement of its terms and that no extensive evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement. If any term of provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement or any other application of such term or provision shall not be affected thereby.

e. Appendices. Each appendix to this Agreement will become a part of and subject to this Agreement upon execution by both parties.

f. Applicable Law. The provisions of this Agreement shall be construed and interpreted according to the laws of the State of California. All civil actions filed as a result of any dispute arising out of this Agreement shall be submitted to JAMS San Francisco office, to be arbitrated by an arbitrator on the JAMS San Francisco panel under its rules then in force. Both parties shall be bound by the arbitration decision, and judgment upon such decision may be entered in any federal or state court of competent jurisdiction. The prevailing party shall recover reasonable fees and costs as determined by the arbitrator. The parties agree that any such arbitration award may be entered as a final Judgment in the Superior Court of California, County of Alameda. If any provision in this Agreement violates any applicable law, that provision will be ineffective to the extent of the violation without invalidating any other provision of this Agreement.

g. Signatures. The parties have executed this Agreement as of the date set forth above by their authorized representatives. Please note that if this Agreement is not fully executed by both parties, the act of the Customer tendering goods to PCC Logistics for services shall constitute the Customer's acceptance of the original terms set forth herein.

h. Electronic Imaging. The parties intend to allow for the electronic imaging and storage of this Agreement, and the admissibility into evidence of such an image in lieu of the original paper version of this Agreement. The parties stipulate that any computer printout of any such image of this Agreement shall be considered to be an "original" under the applicable court or arbitral rules of evidence when maintained in the normal course of business and shall be admissible as between the parties to the same extent and under the same conditions as other business records maintained in paper or hard copy form. The parties agree not to contest, in any proceeding involving the parties in any judicial or other forum, the admissibility, validity, or enforceability of any image of this Agreement because of the fact that such image was stored or handled in electronic form.

i. Survival. Sections 11, 12, 13, 14, 15 and 16 shall survive the termination or expiration of this Agreement.

**PCC Logistics**

**Customer**

**Pacific Coast Container Inc., dba, PCC Logistics**

By:

By:

Title:

Title:

Address:

Address:

Address:

Address:

Phone No.:

Fax No.:

Phone No.:

Fax No.:

**APPENDIX A**

**Warehousing Services**

**1. Warehouse and Storage Services.** Contingent upon both parties having initialed their mutual intent in Section 1 of the main body of this Agreement or if the Customer tenders business without signature this Warehouse Service Agreement is in effect to have PCC Logistics provide such services, PCC Logistics or its Independent Contractors shall provide warehousing and storage services to, and for the benefit of, Customer in accordance with the terms of this Appendix.

**2. Shipping.** Customer agrees not to ship Goods to PCC Logistics as a named consignee. If, in violation of this Agreement, Goods are shipped to PCC Logistics as named consignee, Customer agrees to notify the delivering carrier in writing prior to such shipment, with a copy of such notice to PCC Logistics, that PCC Logistics named as consignee is a warehouseman and has no beneficial title or interest in such property. Customer further agrees to indemnify and hold harmless PCC Logistics from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention, or charges of any nature, in connection with Goods to shipped. Customer further agrees that, if it fails to notify the delivering carrier as required by this provision, PCC Logistics shall have the right to refuse such Goods and shall not be liable or responsible for any loss, injury, or damage of any nature of, to, or related to such Goods. Customer agrees that this Agreement will be binding on Customer's representatives, successors, and assigns.

**3. Tender for Storage.** All Goods for storage shall be delivered at the warehouse properly marked and packaged for handling. Customer shall furnish, at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept or accounted for separately.

**4. Storage Rates and Charges.**

a. All storage charges are per pallet, carton or other unit per month agreed to by the parties.

b. Storage charges become applicable upon the date that PCC Logistics accepts care, custody, and control of the Goods, regardless of unloading date or date of issuance of warehouse receipt. A full month's storage charge will apply on all Goods received. 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. Customer shall pay PCC Logistics interest at that of 12% per annum on any late payment, together with any and all collection costs, including reasonable attorney fees, incurred by PCC Logistics. A full month's storage charges will apply to all Goods in storage on the first day of the next and succeeding calendar months.

c. Rates: See attached Appendix C – Price Quote.



## **5. Transfer, Termination of Storage, Removal of Goods.**

a. Instructions to transfer Goods in storage are not effective until delivered to and accepted by PCC Logistics, and all charges up to the time transfer is made are chargeable to the Customer. If the transfer involves rehandling the Goods, there will be additional charges assessed by PCC Logistics. 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. PCC Logistics reserves the right to move, at its expense, ten (10) days after notice is sent by certified or registered mail to the Customer, any Goods in storage from the last warehouse in which they may be stored to any other of his warehouses. PCC Logistics may, without notice, move Goods within the warehouse in which they are stored.

c. PCC Logistics may, upon written notice to Customer, require the removal of any Goods by the end of the next succeeding storage month. Such notice shall be given to the last known place of business or abode of Customer. If the Goods are not removed before the end of the next succeeding month, PCC Logistics may sell them in accordance with applicable state law.

d. PCC Logistics shall have a general warehouse lien for all lawful charges for storage and preservation of the Goods; also, for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing cooperating, and other charges and expenses in relation to such Goods, and for the balance on any other accounts that may be due. PCC Logistics further claims a general warehouse lien and all applicable statutory, general or common law liens for all such charges, advances, and expenses with respect to any other Goods stored by the Customer in any other facility owned or operated by PCC Logistics. In order to protect its lien, PCC Logistics reserves the right to require advance payment of all charges prior to shipment of Goods. Unless expressly stated otherwise in writing, PCC Logistics will not subordinate its lien to any lender, financial institution, or any other third party

e. If, as a result of a quality or condition of the Goods of which PCC Logistics had not noticed at the time of deposit, the Goods are a hazard to other property or to the warehouse or to persons, PCC Logistics may sell the Goods at public sale or private sale without advertisement or reasonable notification to Customer. If PCC Logistics, after a reasonable effort, is unable to sell the Goods it may dispose of them in any lawful manner and shall incur no liability by reasons of such disposition. Pending such disposition, sale or return of the Goods, PCC Logistics may remove the Goods from the warehouse and shall incur no liability by reason of such removal.

## **6. Handling.**

a. Warehouse handling rates and charges as shown in Appendix C include, but are not limited to, receipt of Goods at the warehouse door, placement of Goods in storage, and return of Goods to the warehouse door.

b. Any labor, equipment or materials used by PCC Logistics to load the Goods in any vehicle are chargeable to Customer.

c. PCC Logistics shall not be liable for demurrage, delays in unloading inbound shipments, or delays in obtaining, and loading vehicles for outbound shipments, unless PCC Logistics has failed to exercise reasonable care.

d. If, as a result of the unusual nature of the weight and dimensions of appliances, bulky articles, floor loaded food products, carton or bagged Goods, or delivery, the delivery driver cannot or will not place items on PCC Logistics' dock, PCC Logistics may assist the driver with unloading. Labor furnished by PCC Logistics under those circumstances is chargeable to Customer as a handling charge.

e. If Customer inspects his Goods while in storage, Customer will assume liability for the Goods for any injury, death or property damage.

f. Customer agrees not to store any flammables, hazardous wastes, alcoholic beverages, or high valued items (i.e., jewelry) under this Appendix.

## **7. Extra Services.**

a. Warehouse labor required for services other than ordinary handling and storage will be charged to the Customer.

b. Special service requested by the Customer, 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 additional charges to the Customer.

c. Dunnage, bracing, packing material or other special supplies will be provided for the Customer at charges in addition to the PCC Logistics' cost.

a.

d. By prior agreement, Goods may be received or released during other than usual business hours subject to a charge.

e. Communication expense, including postage, telegrams, telefax, or telephone will be charged to Customer if such concern more than normal inventory reporting or if, at the request of the Customer, communications are made by other than regular United States mail.

f. Rates: See attached Appendix C.

## **8. Liability.**

a. PCC Logistics shall not be liable for any loss or injury to Goods however caused unless such loss or injury resulted from the failure by PCC Logistics to exercise such care in regards to them as a reasonably careful person would exercise under like circumstances and PCC Logistics is not liable for damages which could not have been avoided by the exercise of such care.

b. Goods are not insured by PCC Logistics for loss or injury however caused.

c. Unless boxes, pallets, or other concealed containers are packaged by PCC Logistics, PCC Logistics shall not be liable for any loss or damage.

d. PCC Logistics shall not be liable for damages due to mold, mildew, cracking of joints or veneer, pad imprints or surface blemishes due to wax or polish build-up.

e. In consideration of the rates specified in Appendix C, Customer declares that damages are limited to \$0.50 per pound with a maximum of \$50.00 per shipment. These limitations apply unless a higher value is declared with said higher value agreed to in writing by PCC Logistics and supplemental insurance is purchased prior to the time of receipt of the Goods at PCC Logistics facilities.

f. Customer, for itself and its insurers, hereby waives all claims against PCC Logistics for loss or damage to Goods, however caused, to the extent that such loss or damage claim exceeds the amount of the deductible on the insurance carried by Customer for the stored Goods.

**9. Claims Procedures.** The procedures and obligations relating to the reporting of loss or damage to Goods and the handling of resulting claims are set forth in the main body of this Agreement.

## **10. Miscellaneous.**

a. Customer shall notify PCC Logistics of the characteristics of any of Customer's products that may in any way be likely to cause damage to PCC Logistics' premises or to other products that may be stored by PCC Logistics.

b. PCC Logistics may refuse to accept any Goods that, because of infestation, contamination, or damage, might cause infestation, contamination, or damage to PCC Logistics' premises or to other Goods in the custody of PCC Logistics and shall immediately notify Customer of such refusal and PCC Logistics shall have no liability for any demurrage, detention, transportation, or other charges by virtue of such refusal.

## **APPENDIX B**

### **Bonded Storage Services**

1. **Bonded Storage:** A charge in addition to regular rates will be made for merchandise in bond.
  - a) Where a warehouse receipt covers Goods in U.S. Customs bond, PCC Logistics shall have no liability for Goods seized or removed by U.S. Customs.
  - b) Minimum Charges - A minimum handling charge per lot and a minimum storage charge per lot per month will be made. When a warehouse receipt covers more than one lot or when a lot is in assortment, a minimum charge per mark, brand, or variety will be made.
  - c) A minimum monthly charge to one account for storage and/or handling will be made. This charge will apply also to each account when one customer has several accounts, each requiring separate records and billing.

## **APPENDIX C**

### **Rates and Charges**

Customer shall pay PCC Logistics in accordance with the following Price Quotation at the address shown on PCC Logistics' invoice, the rates and charges described attached: