

Standard Terms & Conditions

3PL WAREHOUSING, FULFILLMENT, AND TRANSPORTATION SERVICES

1: GENERAL

The Supply Chain Management & Third-Party Logistics Agreement and/or Purchase Order (collectively the "Services Agreement"), together with these terms and conditions, and any quotes, estimates, attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively, the "Contract"), constitute the entire and exclusive agreement between Banneker Supply Chain Solutions, Inc. ("Warehouse" or "Seller") and the customer ("Depositor" or "Buyer") identified in the Contract. These Standard Warehouse Terms and Conditions contain general provisions that apply to all commercial (specifically not Aerospace/U.S. Department of Defense related) Services and Products that Depositor purchases. THESE TERMS AND CONDITIONS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE SELLER.

2: DEFINITIONS

When used in these Terms & Conditions and any accompanying Contract, the following terms shall have the following meanings:

- a) "Warehouse", "The Warehouse" or "The Warehouse Company" specifically refers to Banneker Supply Chain Solutions, Inc.
- b) "Depositor", "Customer", "Consigner", or "Shipper" specifically refers to the Customer who will be purchasing services from the Warehouse.
- c) "Product" or "Material" specifically refers to all products at any stage of completion, documents, records, or other material stored by The Warehouse Company for the Depositor.
- d) "Quote" specifically refers to Banneker provided pricing that reflects a Firm-Fixed Price offer based specifically and explicitly on the identifiable and quantifiable information and/or data provided by the Customer. The information used may also include general assumptions made by Banneker regarding the project's unknown variables including, but not limited to, material costs, labor, resources, effort, and duration. Should significant and materially different changes be realized prior to, during or after implementation/execution after

award, the Customer will be invoiced on actual costs incurred and services delivered.

- e) "Estimate" specifically refers to Banneker provided pricing that reflects an estimated price based on Banneker's quantitative assessment of the information, data and expected outcome as defined by the Customer. The information used may also include general assumptions made by Banneker regarding the project's unknown variables including, but not limited to, material costs, labor, resources, effort, and duration. The Estimate modifier assumes a +/- 15% indication of accuracy. Should significant and materially different changes be realized prior to, during or after implementation/execution after award, the Customer will be invoiced on actual costs incurred and services delivered.
- f) "Rough Order-of-Magnitude (ROM) Estimate" specifically refers to Banneker provided pricing that reflects a price estimate based on Banneker's quantitative assessment of the information, data and expected outcome as defined by the Customer. The information used may also include general assumptions made by Banneker regarding the project's unknown variables including, but not limited to, material costs, labor, resources, effort, and duration. The ROM Estimate modifier assumes a +/- 50% indication of accuracy. Should significant and materially different changes be realized prior to, during or after implementation/execution after award, the Customer will be invoiced on actual costs incurred and services delivered.

3: ACCEPTANCE

- a) This Contract, including accessorial charges that may be attached hereto, must be accepted within 30 days from the proposal date by signature of DEPOSITOR. In the absence of written acceptance, the act of tendering GOODS described herein for storage or other services by WAREHOUSE shall constitute acceptance by DEPOSITOR. DEPOSITOR has had the opportunity to review and inspect the warehouse facility ("FACILITY").

- b) If GOODS tendered for storage or other services do not conform to the description contained herein, or conforming GOODS are tendered after 30 days from the proposal date without prior written acceptance by DEPOSITOR as provided in paragraph (a) of this section, WAREHOUSE may refuse to accept such GOODS. If WAREHOUSE accepts such GOODS, THE DEPOSITOR agrees to rates and charges as may be assigned and invoiced by WAREHOUSE and to all terms of this Contract.
- c) Any GOODS accepted by WAREHOUSE shall constitute GOODS under this Contract.
- d) This Contract may be canceled by either party upon 90 days written notice and is canceled if no storage or other services are performed under this Contract for a period of 180 days.

4: WAREHOUSE RECEIPTS & SHIPMENTS

DEPOSITOR agrees that all GOODS shipped to and from WAREHOUSE shall identify DEPOSITOR on the bill of lading or other contract of carriage as the named consignee, in care of WAREHOUSE, and shall not identify WAREHOUSE as the consignee. If, in violation of this Contract, GOODS are shipped to WAREHOUSE as named consignee on the bill of lading or other contract of carriage, DEPOSITOR agrees to immediately notify carrier in writing, with copy of such notice to WAREHOUSE, that WAREHOUSE named as consignee is the "in care of party" only and has no beneficial title or interest in the GOODS. Furthermore, WAREHOUSE shall have the right to refuse such GOODS and shall not be liable for any loss, mis-consignment, or damage of any nature to, or related to, such GOODS. The parties agree that, regardless of whether WAREHOUSE is incorrectly identified as named consignee, or DEPOSITOR fails to notify carrier of the incorrect identification on the bill of lading or other contract of carriage, under no circumstances shall WAREHOUSE be considered the consignee for purposes of identifying the "importer" under 21 U.S.C. § 384a. The parties further agree that, regardless of whether WAREHOUSE is named as an "agent" for purposes of 21 U.S.C. § 350d or receives notification from the U.S. government with respect to confirmation of WAREHOUSE'S status as "agent" under 21 U.S.C. § 350d, under no circumstances shall WAREHOUSE be an agent for purposes of identifying the "importer." WAREHOUSE shall not be responsible for complying with or performing the duties required of an "importer" under 21 U.S.C. § 384a. Whether WAREHOUSE accepts or refuses GOODS shipped in

violation of this Section, DEPOSITOR agrees to indemnify and hold WAREHOUSE harmless from all claims for transportation, storage, handling, and other charges relating to such GOODS, including undercharges, rail demurrage, truck/intermodal detention, and any fines, penalties, costs, and expenses (including attorney's fees) and other charges of any nature whatsoever.

DEPOSITOR shall not, at any time, store with WAREHOUSE material considered to be highly flammable, unstable explosive, toxic or otherwise dangerous or unsafe to store or handle, or any material which is regulated under the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Conservation and Liability Act or any other federal or state law or regulation relating to the environment. WAREHOUSE may refuse to accept materials for storage for reason of the DEPOSITOR'S failure to comply with WAREHOUSE'S operational procedures. The DEPOSITOR declares that all premises where the WAREHOUSE has staff performing services or making deliveries to shall be free of all hazardous substances and any other hazardous or dangerous conditions.

5: TENDER OF GOODS

All GOODS shall be delivered to the FACILITY in a segregated manner, properly marked and packaged for storage and handling. The DEPOSITOR shall furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired. WAREHOUSE is not a guarantor of the condition of such GOODS under any circumstances, including, but not limited to hidden, concealed, or latent defects in the GOODS. Concealed shortages, damage, inherent vice, or tampering will not be the responsibility of WAREHOUSE. Product packaging may either be contractually referenced to an industry standard, defined by the Contract terms (i.e., statement of work, diagrams, etc.) or may be a simple, undefined contract reference. Commercial packaging will be utilized for all items unless it is shown that commercial packaging cannot provide adequate protection and preservation. WAREHOUSE'S general receiving requirements are as follows:

- a) Cleanliness – Items shall be free of excessive dirt and other contaminants.
- b) Preservation and Cushioning – Items shall be protected from corrosion and physical damage.
- c) Pallets – Must be of suitable construction to enable product transport. Damaged and unsafe skids will be considered non-conforming. Goods

may be re-palletized at the discretion of the WAREHOUSE and additional fees may apply.

- d) Unit Package – Shall be designed and constructed to contain the contents with no damage.
- e) Package Quantity – The unit pack quantity shall be one part, set, or assembly.
- f) Proper Marking/Labeling: Each shipment received at the Warehouse must be legibly, durable, and clearly identified/labeled with a shipping memo that shall include:
 - i. Customer Name
 - ii. Contract/Purchase Order Number
 - iii. Department (as applicable)
 - iv. Item Identification (i.e., SKU)
 - v. Unit and intermediate container marking.

NONCONFORMING MATERIAL: If incoming material does not meet the standards identified in SECTION 5: TENDER OF GOODS, the material may be physically segregated and placed on an inbound hold. Material on hold will be restricted from putaway, delivery or other activity unless Depositor issues written authorization (i.e., email) to either accept material “as is” or identify other steps to be taken (i.e., return-to-vendor, material disposition, re-pack, etc.). Should additional services be required to bring material to an acceptable level, an additional fee(s) may be applied. If material is received at Warehouse Facility in such a state that it poses a significant risk to the safety of Warehouse personnel, material handling equipment or general warehouse environment (i.e., broken skids), Warehouse will take the necessary steps to bring the material to an acceptable putaway condition. This may result in the performance of additional value-added services (i.e., re-packing) for which additional fee(s) may be applied.

6: STORAGE PERIOD AND CHARGES

- a) Unless otherwise agreed in writing, all charges for storage are per package or other agreed unit per month as per available space.
- b) The storage month begins the month that the WAREHOUSE accepts care, custody, and control of the GOODS, regardless of unloading date or date of issue of warehouse receipt.
- c) All charges are due and payable Net 15 days after the invoice has been sent by the WAREHOUSE to the designated customer point of contact. Unless otherwise agreed and documented, a full month’s storage charge will apply on all GOODS received between the first and last day of a calendar month.
- d) Any invoice or scheduled payment greater than 10 days are subject to a 1.5% fee per month, 18%

per annum. Any dispute as to the amount of the invoice shall be claimed in writing and following the claims or damage dispute process. THE DEPOSITOR may not offset payment of invoices under any circumstances without the prior written consent of WAREHOUSE.

- e) All base rates increased annually (annual escalator) on the anniversary of effective date by 3.00% during the contract and/or services term, unless otherwise agreed in writing. Baneker Terms & Conditions shall apply.

7: TRANSFER, STORAGE TERMINATION, AND REMOVAL OF GOODS

- a) Instructions to transfer GOODS on the books of the WAREHOUSE are not effective until delivered to and accepted by WAREHOUSE, and all charges up to the time transfer is made are chargeable to the DEPOSITOR. If a transfer involves re-handling the GOODS, such will be subject to a charge. When GOODS in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer.
- b) The WAREHOUSE reserves the right to move, at its expense, 14 days after notice is sent by certified mail or overnight delivery to the DEPOSITOR, any GOODS in storage from the FACILITY in which they may be stored to any other of WAREHOUSE’S facilities. WAREHOUSE will store the GOODS at the Facility and may without notice move the GOODS within and between any one or more of the warehouse buildings which comprise the FACILITY identified on the front of this Contract.
- c) WAREHOUSE reserves the right to require advance payment of all past, present, and future charges prior to removal of the GOODS from the Facility.
- d) The WAREHOUSE may, upon written notice of not less than 30 days to the DEPOSITOR and any other person known by the WAREHOUSE to claim an interest in the GOODS, require the removal of any GOODS. Such notice shall be given to the last known place of business of the person to be notified. If GOODS are not removed before the end of the notice period, the WAREHOUSE may sell them in accordance with applicable law.
- e) If WAREHOUSE in good faith believes that the GOODS are about to deteriorate or decline in value to less than the amount of WAREHOUSE’S

lien before the end of the 30-day notice period referred to in Section 5(c), the WAREHOUSE may specify in the notification any reasonable shorter time for removal of the GOODS and if the GOODS are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law.

- f) If as a result of a quality or condition of the GOODS of which the WAREHOUSE had no notice at the time of deposit the GOODS are a hazard to other property or to the FACILITY or to persons, the WAREHOUSE may: i) sell the GOODS at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the GOODS, ii) return GOODS freight collect, or iii) dispose of GOODS. Pending such disposition, sale or return of the GOODS, the WAREHOUSE may remove the GOODS from the FACILITY and shall incur no liability by reason of such removal.
- g) If, after a reasonable effort, WAREHOUSE is unable to sell the GOODS pursuant to this Section 5, WAREHOUSE may dispose of the GOODS in any lawful manner and shall incur no liability by reason of such disposition. Any associated costs pertaining to the disposition, sale or return of the Goods will be billed to the DEPOSITOR upon completion.

8: HANDLING

- a) The handling charge covers the ordinary labor involved in receiving GOODS at warehouse door, placing GOODS in storage, and returning GOODS to warehouse door. Handling charges are due and payable on receipt of GOODS.
- b) Unless otherwise agreed in writing, labor for unloading and loading GOODS will be subject to a charge. Additional expenses incurred by the WAREHOUSE in receiving and handling damaged GOODS, and additional expenses in unloading from or loading into cars or other vehicles not at the warehouse door will be charged to the DEPOSITOR.
- c) Labor and materials used in loading rail cars or other vehicles are chargeable to the DEPOSITOR.
- d) When GOODS are ordered out in quantities less than in which received, the WAREHOUSE may make an additional charge for each order or each item of an order.
- e) DEPOSITOR shall indemnify, defend, and hold WAREHOUSE harmless from all loss, costs,

penalties, claims, expenses (including reasonable attorney's fees) for transportation, storage, handling, and other charges related to the GOODS, including but not limited to undercharges, rail demurrage, truck/intermodal detention, and other charges, asserted by any third-party. WAREHOUSE shall not be liable to DEPOSITOR for any demurrage or detention, any delays in unloading inbound cars, trailers or other containers, or any delays in obtaining and loading cars, trailers, or other containers for outbound shipment unless WAREHOUSE has failed to exercise reasonable care as determined by industry practice.

9: DELIVERY REQUIREMENTS

- a) No GOODS shall be delivered or transferred except upon receipt by the WAREHOUSE of the DEPOSITOR'S complete written instructions. Written instructions shall include, but are not limited to, EDI, E-Mail, or similar electronic communication, provided WAREHOUSE has no liability when relying on the information contained in the communication as received.
- b) GOODS may be delivered upon instruction by telephone or electronically in accordance with DEPOSITOR'S prior written authorization, but the WAREHOUSE shall not be responsible for loss or error occasioned thereby.
- c) The WAREHOUSE shall not be liable for failure to carry out such instructions and GOODS remaining in storage will continue to be subject to regular storage charges. When GOODS are ordered out, a reasonable time shall be given to the WAREHOUSE to carry out instructions.

10: EXTRA SERVICES (SPECIAL SERVICES)

- a) WAREHOUSE labor required for services other than ordinary handling and storage as defined in the Services Agreement will be charged to the DEPOSITOR.
- b) Special services requested by DEPOSITOR including but not limited to compiling of special stock statements; reporting marked weights, serial numbers, or other data from packages; physical check of GOODS; and handling transit billing will be subject to a charge.
- c) Dunnage, bracing, packing materials or other special supplies may be provided for the DEPOSITOR at a charge in addition to the WAREHOUSE'S cost.

- d) By prior arrangement, GOODS may be received or delivered during other than usual business hours, subject to a charge.
- e) Communication expense including postage, overnight delivery, or telephone may be charged to the DEPOSITOR if such concern more than normal inventory reporting or if, at the request of the DEPOSITOR, communications are made by other than regular United States Mail.
- f) WAREHOUSE will take physical inventories and cycle counts as requested by DEPOSITOR, at DEPOSITOR'S expense. Representatives of the DEPOSITOR and WAREHOUSE personnel, as well as any independent auditor or designee, may be present when any physical inventory is taken.

11: BONDED STORAGE

- a) A charge in addition to regular rates will be made for merchandise in bond.
- b) Where a warehouse receipt covers GOODS in U.S. Customs bond, WAREHOUSE shall have no liability for GOODS seized or removed by U.S. Customs.

12: MINIMUM CHARGES

- a) A minimum handling charge and a minimum storage charge per month will be made. When a warehouse receipt covers more than one lot or when a lot is in assortment, a minimum charge per mark, brand, or variety will be made.
- b) A minimum monthly charge to one account for storage and/or handling or other services will be made. This charge will apply also to each account when one customer has several accounts, each requiring separate records and billing.

13: LIABILITY AND DAMAGE LIMITATIONS

- a) WAREHOUSE shall not be liable for any loss or damage to GOODS tendered, stored, or handled however caused unless such loss or damage resulted from the failure by WAREHOUSE to exercise such care regarding them as a reasonably careful person would exercise under like circumstances. WAREHOUSE is not liable for damages which could not have been avoided by the exercise of such care. Warehouse shall only be held liable under instances of willful misconduct or gross negligence (defined as "the deliberate or reckless actions of senior management").
- b) GOODS are not insured by WAREHOUSE against loss or damage however caused. The depositor declares that normal deterioration and aging of all

materials occurs at a reasonable rate despite the presence of climatically controlled environments.

- c) In the event of loss or damage to the GOODS for which WAREHOUSE is legally liable, DEPOSITOR declares that WAREHOUSE'S liability for damages are limited to the amount identified in the Services Agreement and in no instance shall any one claim exceed the limit of WAREHOUSE'S liability insurance, provided, however, that such liability may at the time of acceptance of this Contract as provided in Section 3 be increased upon DEPOSITOR'S written request on part or all of the GOODS hereunder in which event an additional monthly charge will be made based upon such increased valuation.
- d) The limitation of liability referred to in Section (c) above shall be DEPOSITOR'S exclusive remedy against WAREHOUSE for any claim or cause of action whatsoever relating to loss, damage, and/or destruction of the GOODS and shall apply to all claims including inventory shortage and mysterious disappearance claims unless DEPOSITOR proves by affirmative evidence that WAREHOUSE converted the GOODS to its own use. Any presumption of conversion imposed by law shall not apply.
- e) Where loss or damage occurs to tendered, stored, or handled GOODS, for which WAREHOUSE is not liable, the DEPOSITOR shall be responsible for the cost of removing and disposing of such GOODS and the cost of any environmental cleanup and site remediation resulting from the loss or damage to the GOODS.
- f) The DEPOSITOR waives all subrogation rights against warehouse in the loss or injury to goods stored at WAREHOUSE and agrees to fully indemnify and hold harmless WAREHOUSE, its officers, directors, shareholders, employees and agents for any liability, cost of expense, including litigation expenses and reasonable attorney's fees, that the warehouse may suffer or incur as a result of claims, demands, costs or judgments against it arising out of the warehouse's possession of customer's stored product.

14: NOTICE OF CLAIM & FILING OF SUIT

- a) Claims by the DEPOSITOR and all other persons must be presented in writing to the WAREHOUSE within a reasonable time, and in no event any later than the earlier of: (i) 60 days after delivery of the GOODS by the WAREHOUSE or (ii) 60 days after

DEPOSITOR is notified by the WAREHOUSE that loss or damage to part or all the GOODS has occurred. Each claim must contain information necessary to identify the GOODS affected, the basis for liability and the amount of the alleged loss or damage, as well as all appropriate supporting documentation.

- b) No lawsuit or other action may be maintained by the DEPOSITOR or others against the WAREHOUSE for loss or damage to the GOODS unless timely written claim has been given as provided in paragraph (a) of this section and unless such lawsuit or other action is commenced by no later than the earlier of: (i) nine months after date of delivery by WAREHOUSE or (ii) nine months after DEPOSITOR is notified that loss or damage to part or all of the GOODS has occurred.
- c) When GOODS have not been delivered, notice may be given of known loss or damage to the GOODS by mailing a letter via certified mail or overnight delivery to the DEPOSITOR. Time limitations for presentation of claim in writing and maintaining of action after notice begin on the date of mailing of such notice by WAREHOUSE.

14: LIABILITY FOR CONSEQUENTIAL DAMAGES

With respect to any claim arising from or related to this agreement, or otherwise arising from the relationship of the parties, in no event will WAREHOUSE be liable for special, indirect, exemplary, punitive, or consequential damages of any kind, including but not limited to lost profits, lost sales, or damages due to business interruption, regardless of whether such damages were foreseeable, or WAREHOUSE had notice of the possibility of such damages.

15: LIABILITY FOR MIS-SHIPMENT, CHARGEBACKS AND MYSTERIOUS DISAPPEARANCE

- a) If WAREHOUSE negligently mis-ships GOODS, the WAREHOUSE shall pay the reasonable transportation charges incurred to return the mis-shipped GOODS to the FACILITY. If the consignee fails to return the GOODS, WAREHOUSE'S maximum liability shall be for the lost or damaged GOODS as specified in Section 11 above, and WAREHOUSE shall have no liability for damages due to the consignee's acceptance or use of the GOODS whether such GOODS be those of the DEPOSITOR or another.
- b) WAREHOUSE shall not be responsible for chargebacks of any kind.

- c) WAREHOUSE shall be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance of Goods only if DEPOSITOR establishes such loss occurred because of WAREHOUSE'S failure to exercise the care required of WAREHOUSE under Section 13 above. Any presumption of conversion imposed by law shall not apply to such loss and a claim by DEPOSITOR of conversion must be established by affirmative evidence that the WAREHOUSE converted the Goods to the Warehouse's own use.
- d) All claims made pursuant to this Section must be compliant with the requirements in the terms and conditions and master WSA.

16: RECALL

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

17: FORCE MAJEURE

Neither party shall be liable to the other for default in the performance or discharge of any duty or obligation under this Contract, except for DEPOSITOR'S obligation to pay for services rendered by WAREHOUSE, when caused by acts of God, hurricanes, tidal waves, flood, tornadoes, cyclone, wind storm, earthquake, public enemy, civil commotion, strikes, labor disputes, work stoppages or other difficulties within the workforce, failure to provide power by the utility provider, intentional or malicious acts of third persons or any other organized opposition, cyber-attacks, viruses, corruption, depredation, accidents, explosions, fire, water sprinkler leakage, moths, vermin, insect, seizure under legal process, embargo, prohibition of import or export of GOODS, closure of public highways, railways, airways or shipping lanes, governmental interference, order, regulation, or other action(s) by governmental authority, national, regional, or local emergency(ies), plague, epidemic, pandemic, outbreaks for infectious disease or any public health crisis, including but not limited to compliance with related practices required or recommended by governmental or health organizations (including but not limited to quarantine or

other employee restrictions) or other contingency(ies), similar or dissimilar to the foregoing, beyond the reasonable control of the affected party. Upon the occurrence of such an event the party seeking to rely on this provision shall promptly give written notice to the other party of the nature and consequences of the cause. If the cause is one which nevertheless requires WAREHOUSE to continue to protect the GOODS, DEPOSITOR agrees to pay the storage or similar charges associated with WAREHOUSE'S obligation during the continuance of the force majeure. All GOODS are stored, handled, and transported at DEPOSITOR'S sole risk of loss, damage, or delay caused by any of the above.

18: RIGHT TO STORE GOODS

DEPOSITOR represents and warrants that DEPOSITOR lawfully possessed the GOODS and has the right and authority to store them with WAREHOUSE. DEPOSITOR agrees to indemnify and hold harmless the WAREHOUSE from all loss, cost, and expense (including reasonable attorneys' fees) which WAREHOUSE pays or incurs because of any dispute or litigation, whether instituted by WAREHOUSE or others, respecting DEPOSITOR'S right, title, or interest in the GOODS. Such amounts shall be charged in relation to the GOODS and subject to WAREHOUSE'S line.

19: ACCURATE INFORMATION

DEPOSITOR represents and warrants to WAREHOUSE that there is no known potential health, safety and/or environmental hazards associated with the storage and handling of the GOODS that have not been disclosed to and acknowledged by WAREHOUSE. Notwithstanding, the DEPOSITOR will provide WAREHOUSE with information concerning the GOODS which is accurate, complete, and sufficient to allow WAREHOUSE to comply with all laws and regulations concerning the storage, handling, and transporting of the GOODS. DEPOSITOR will indemnify and hold WAREHOUSE harmless from all loss, cost, penalty, and expense (including reasonable attorneys' fees) which WAREHOUSE pays or incurs because of DEPOSITOR failing to fully discharge this obligation.

20: CONFIDENTIALITY

- a) "Confidential Information" means all information furnished or disclosed, in whatever form or medium, whether written or oral, furnished directly or indirectly by the disclosing party or any of its directors, officers, employees, agents, attorneys, accountants, advisors or other representatives, which information the disclosing party has not released publicly, and which a disclosing party considers confidential and/or in which the disclosing party has a proprietary interest.
- b) The Parties shall keep in confidence and not disclose to any third party (i) the terms of this Contract, and (ii) any confidential or proprietary information ("Confidential Information" or "CI") that either learns about the other Party, such as, but not limited to, the rates, value, origin, destination, or consignee of any GOODS or shipment made hereunder. The Parties may disclose such terms and information to the extent required by law, to obtain financing, to substitute service providers to the extent necessary to provide such substitute service, or to auditors retained for the purpose of assessing the accuracy of freight bills.
- c) WAREHOUSE will maintain and enforce safety and physical security procedures with respect to its possession and maintenance of CI that comport with the standard of care, and which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, removal, or access of CI. The Warehouse will not be liable for any breach of security or unauthorized access affecting Confidential Information, which could not be avoided by the exercise of such reasonable care.
- d) CI includes, but is not limited to, information concerning inventory warehousing management, logistics, inventory management plans, vendor relationships, finances, processes, procedures, software, marketing, pricing, contracts, customer lists and other information otherwise made known to or derived by the recipient or their representatives:
- i. from any inspection, examination or other review of books, records, devices, processes, or production methods of the disclosing party,
 - ii. from communications with the directors, officers, employees, agents, or representatives of the disclosing party,
 - iii. during visits to the parties' premises, or
 - iv. through disclosure or discovery in any other manner.
- e) CI does not include information which is prior to or after receipt thereof (i) was or becomes publicly known without disclosure, or (ii) was or is acquired from a third party who, in providing such information, has not thereby breached any



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agreement, or acted in derogation of any confidential relationship with either party.

- f) Neither party shall have any obligation with respect to any other information disclosed to it by the other party. All information not meeting the requirements of this Section shall be considered non-confidential, provided, however, that the existence and terms of this Agreement shall be treated as CI of both parties.

21: SEVERABILITY, WAIVER & ASSIGNMENT

- a) If any provision of this Contract, or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree, or judgment of a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected but shall remain in full force and effect.
- b) WAREHOUSE'S failure to require strict compliance with any provision of this Contract shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this Contract.
- c) The provisions of this Contract shall be binding upon the heirs, executors, successors and assigns of both DEPOSITOR and WAREHOUSE; contain the sole agreement governing GOODS tendered to the WAREHOUSE; and cannot be modified except by mutual agreement in writing.
- d) DEPOSITOR shall not assign or sublet its interest or obligations herein, including, but not limited to, the assignment of any monies due and payable, without the prior written consent of WAREHOUSE.

22: LIEN

WAREHOUSE shall have a general warehouse lien for all lawful charges for storage and preservation of the GOODS; also, for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing cooperating, and other charges and expenses in relation to such GOODS, and for the balance on any other accounts that may be due. WAREHOUSE further claims general

warehouse line for all such charges, advances, and expenses with respect to any other GOODS stored by the DEPOSITOR in any other facility owned or operated by WAREHOUSE. To protect its lien, WAREHOUSE reserves the right to require advance payment of all charges prior to shipment of GOODS. Unless expressly stated otherwise in writing, WAREHOUSE will not subordinate their lien to any lender, financial institution, or any other third party.

23: DOCUMENTS OF TITLE

Documents of title, including warehouse receipts, may be issued either in physical or electronic form at the option of the parties. Any inconsistencies between the terms of the warehouse receipt and these Terms shall be governed by these Terms.

24: ORDER OF PRECEDENCE

Any conflict between documents attached to/included with the Contract, the provisions of any Contract shall be resolved by application of the following order of precedence, the first taking precedence over the last:

1. Master Warehouse Services Agreement (WSA).
2. Written provisions on the face of the Master Service Pricing Schedule (MSPS).
3. Banneker Terms and Conditions (latest revision).
4. Statement(s) of Work and any Attachments.
5. Specifications and standards of Depositor (subject to Banneker review and acceptance).

25: GOVERNING LAW AND JURISDICTION

This Contract and the legal relationship between the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Rhode Island, including Article 7 of the Uniform Commercial Code as ratified in that state, aside its conflict of laws rules. Any lawsuit or other action involving any dispute, claim or controversy relating in any way to this Contract shall be brought only in a state or federal court in the State of Rhode Island

THE ABOVE TERMS AND CONDITIONS ARE HEREBY ACCEPTED AND HEREIN AGREED TO.

(Tendering of goods constitutes acceptance of Banneker rates, terms, and conditions)

Company _____ Banneker Supply Chain Solutions, Inc. _____
Name & Title _____
Date _____
Signature _____



DELIVERING ON OUR
PROMISES SINCE 1991

Banneker Supply Chain Solutions, Inc.
25 John A Cummings Way, Suite 2 Woonsocket, RI 02895 | 401-534-0027
Standard Terms & Conditions (Jan-2023) | 3PL Warehousing & Fulfillment Services