

# WAREHOUSING SERVICES AGREEMENT

This Warehousing Services Agreement (the "Agreement") is made and entered into this day of \_\_\_\_\_, 20\_\_\_\_ by and between WMI LOGISTICS, INC., a California corporation ("Warehouse") and \_\_\_\_\_ ("Depositor").

The initial term of this Agreement shall be for one year, commencing November 6 2019, and shall renew automatically November 5 2020 upon mutual agreement.

## ACCEPTANCE - SEC.1

The act of tendering goods described herein for storage or other services, including but not limited to warehousing, import, export, outturn or transport by WMI LOGISTICS INC shall constitute acceptance by the customer of the terms and conditions set forth herein.

## SHIPPING TO WMI LOGISTICS INC - SEC.2

Customer agrees not to ship goods to WMI LOGISTICS INC as the named consignee. If, in violation of this agreement, goods are shipped to WMI LOGISTICS INC as named consignee, Customer agrees to notify carrier, with copy of such notice to WMI LOGISTICS INC, that WMI LOGISTICS INC is a warehouse and has no beneficial title or interest in such property. Customer further agrees to indemnify and hold harmless WMI LOGISTICS INC from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with goods so shipped. Customer further agrees that, if it fails to notify carrier as required by the preceding sentence, WMI LOGISTICS INC 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

## TENDER OF GOODS TO WMI LOGISTICS INC - SEC.3

All goods shall be delivered to WMI LOGISTICS INC marked and packaged for handling. The Customer 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

## STORAGE PERIOD AND CHARGES – SEC.4

Storage charges are billed in advance on the first day of each month. All other charges will be billed in accordance with the customary practice of WMI LOGISTICS INC

## TRANSFER TERMINATION OF STORAGE. REMOVAL OF GOODS - SEC.5

(a) Instructions to transfer goods on the books of WMI LOGISTICS INC are not effective until delivered to and received by WMI LOGISTICS INC, and all charges up to the time transfer is made are chargeable to the Customer of record. If a transfer involves rehandling the goods, such rehandling will be subject to a charge at WMI LOGISTICS INC's standard rates.

(b) WMI LOGISTICS INC reserves the right to move, at its expense, 14 days after notice is sent by mail, or facsimile or electronic mail to the Customer of record, any goods in storage from the warehouse in which they may be stored to any other of its warehouses. WMI LOGISTICS INC will store the goods at, and may without notice move the goods within and between, any one or more of the warehouse buildings which comprise its warehouse complex

(c) If as a result of a quality or condition of the goods which WMI LOGISTICS INC was not placed on written notice of at the time the goods were tendered to WMI LOGISTICS INC, the goods are determined by WMI LOGISTICS INC to be a hazard to other property or to the warehouse or to persons, WMI LOGISTICS INC may sell the goods at public or private sale, without advertisement on reasonable notification to all persons known to claim an interest in the goods. The sale will not occur until at least fifteen(15) days after notice to Customer, unless the goods are perishable. If the goods are perishable the sale may occur immediately upon notice to the Customer. If WMI LOGISTICS INC, after a reasonable effort is unable to sell the goods, or can not complete a sale, it may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition, sale, or return of the goods, WMI LOGISTICS INC may remove the goods from the warehouse and shall incur no liability by reason of such removal

d) Customer agrees that when WMI LOGISTICS INC releases goods to Customer or its authorized representative, including any common carrier or bailee engaged by Customer, that WMI LOGISTICS INC will have no further obligation or responsibility to Customer or for the goods. A signed receipt to WMI LOGISTICS INC without exception as to loss or damage shall be conclusive evidence that the goods were not lost or damaged while in the possession of WMI LOGISTICS INC

(e) Customer agrees that goods which have been cleared by U.S. Customs release must be picked up within 30 days unless alternative arrangements for storage are made with WMI LOGISTICS INC. Goods not picked up by Customer within thirty(30)days shall be deemed abandoned and subject to the provision set forth below

(f) Lien. WMI LOGISTICS INC. shall have a lien upon any and all property deposited by Customer for all charges for all services, and costs incurred in the preservation of property, and for all charges and expenses for notice and advertisement of sale and the sale of the property where customer has defaulted on its obligations to WMI LOGISTICS INC or has otherwise breached the terms and conditions of this agreement. This lien may be enforced at any time by public or private sale of the goods in accordance with the provisions of the Uniform Commercial Code without judicial hearing

## **HANDLING - SEC.6**

- (a) The handling charge covers the ordinary labor involved in receiving goods at warehouse door, placing goods in storage, and returning goods to warehouse door.
- (b) Unless otherwise agreed, labor for unloading and loading goods subject to a charge at the agreed upon rates. Additional expenses incurred by WMI LOGISTICS INC in receiving and handling damaged goods, and additional expense in unloading from or loading into cars or trailers or other containers not at warehouse door will be charged to the Customer at the customary rates.
- (c) WMI LOGISTICS INC shall not be liable for demurrage or detention, delays in unloading inbound cars, trailers or other containers, or delays in obtaining and loading cars; trailers or other containers for outbound shipment unless WMI LOGISTICS INC has failed to exercise reasonable care.

## **DELIVERY REQUIREMENTS – SEC.7**

- (a) No goods shall be delivered or transferred except upon receipt by WMI LOGISTICS INC of complete written instructions. Written instructions shall include, but are not limited to, FAX, EDI, Email, or similar communication. However, when no negotiable receipt is outstanding, goods may be delivered upon instruction by telephone in accordance with a prior written authorization, but WMI LOGISTICS INC shall not be responsible for loss or error occasioned thereby.
- (b) When Customer requests goods from the warehouse, a reasonable time shall be given WMI LOGISTICS INC to carry out the applicable instructions, and if unable to do so because of acts of God, war, public enemies, seizure under legal process, riots and civil commotion, or any reason beyond WMI LOGISTICS INC's control, or because of loss or destruction of goods for which WMI LOGISTICS INC is not liable, or because of any other excuse provided by law, the WMI LOGISTICS INC shall not be liable for failure to carry out such instructions

## **EXTRA SERVICES ( SPECIAL SERVICES ) – SEC.8**

Warehouse labor required for services other than ordinary handling and storage will be charged to the Customer at the customary rates of WMI LOGISTICS INC

## **LIABILITY AND LIMITATION OF DAMAGES -SEC.9**

- (a) In consideration of the rate charged, it is agreed that the liability of WMI LOGISTICS INC shall be that of an ordinary bailee. WMI LOGISTICS INC shall undertake to exercise reasonable care in the storage, transport and handling of the goods. WMI LOGISTICS INC is not an insurer of the goods and will be liable only for loss or damage caused by its failure to exercise reasonable care in providing the requested services. Customer acknowledges that it should maintain its own

insurance on its goods for loss or damage while in the possession of WMI LOGISTICS INC and that such insurance shall be for the benefit of Customer and WMI LOGISTICS INC.

In the event that WMI LOGISTICS INC fails, for any reason to exercise reasonable care in providing the services requested, Customer agrees that the liability of WMI LOGISTICS INC shall be limited to \$.50 cents per pound not to exceed \$500 per total shipment or warehouse receipt unless a higher value is declared by the Customer and rates for increased valuation paid by Customer in accordance with the standard rates of WMI LOGISTICS INC

Where damage occurs to goods, for which the WMI LOGISTICS INC is not liable, the Customer 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 injury of goods

#### **NOTICE OF CLAIM AND FILING OF SUIT – SEC.10**

(a) Claims by the Customer and all other persons must be presented in writing to WMI LOGISTICS INC within a reasonable time, and in no event longer than 90 days after delivery of the goods or notification to the Customer that loss or damage to part or all of the goods have occurred, whichever time is shorter

(b) No action may be maintained by the Customer or others against the WMI LOGISTICS INC for loss or damage to the goods stored unless such action is commenced nine months after delivery of the goods or notification to the Customer that loss or injury to part or all of the goods has occurred, whichever time is shorter.

(c) When goods have not been delivered or there is loss or damage to goods notice may be given of known loss or injury to the goods by FAX, EDI, Email, regular mail or similar communication.

#### **LIABILITY FOR CONSEQUENTIAL DAMAGES – SEC.11**

WMI LOGISTICS INC shall not be liable for any loss of profit or special, indirect or consequential damages of any kind.

#### **LIABILITY FOR MISSHIPMENT – SEC.12**

If WMI LOGISTICS INC negligently misships goods through the sole fault of WMI LOGISTICS INC it shall pay the reasonable transportation charges to redeliver the goods, up to \$500. If the consignee fails to return the goods, WMI LOGISTICS INC's maximum liability shall be for the lost or damaged goods as specified in Section 9 above. In no event will WMI LOGISTICS INC be liable for any associated costs, damages, chargebacks or expenses.

#### **MYSTERIOUS DISAPPEARANCE – SEC.13**

WMI LOGISTICS INC 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 WMI LOGISTICS INC's failure to exercise the care required of WMI LOGISTICS INC under Section 9 above and merchandise shortages are more than 10% of goods received by WMI LOGISTICS INC. WMI LOGISTICS INC shall be entitled to offset any overage on other items which are held for the account of Customer. Customer agrees that no shortage will constitute conversion in the absence of evidence that the goods were actually converted by WMI LOGISTICS INC

#### **RIGHT TO STORE GOODS – SEC.14**

Customer represents and warrants that Customer has lawful possession of the goods and has the right and authority to tender those goods to WMI LOGISTICS INC. Customer agrees to indemnify and hold harmless WMI LOGISTICS INC from all loss, cost and expense (including reasonable attorneys' fees) which WMI LOGISTICS INC pays or incurs as a result of any dispute or litigation, whether instituted by WMI LOGISTICS INC or others, respecting Customer's right, title or interest in the goods. Such amounts shall be charges in relation to the goods and subject to WMI LOGISTICS INC's lien.

#### **ACCURATE INFORMATION - SEC.15**

Customer will provide WMI LOGISTICS INC with information concerning the goods, which is accurate, complete and sufficient to allow WMI LOGISTICS INC to comply with all laws and regulations concerning the storage, handling and transporting of the goods. Customer will indemnify and hold WMI LOGISTICS INC harmless from all loss, cost, penalty and expense (including reasonable attorneys' fees) which WMI LOGISTICS INC pays or incurs as a result of Customer failing to fully discharge this obligation. Customer shall inform WMI LOGISTICS INC in writing of any change of address of Customer.

#### **SEVERABILITY and WAIVER - SEC.16**

- (a) If any provision of these terms and conditions, 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 receipt shall not be affected thereby but shall remain in full force and effect.
- (b) WMI LOGISTICS INC's failure to require strict compliance with any provision of these terms and conditions shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of these terms and conditions.
- (c) These terms and conditions shall be binding upon the Customer's heirs, executors, successors and assigns; contain the sole agreement governing goods stored with the WMI LOGISTICS INC; and, cannot be modified except by a writing signed by WMI LOGISTICS INC.

**SPECIAL COMMITMENT - SEC.17**

If Depositor select Dump-On-Site way to discard the useless products, WMI LOGISTICS INC need get permission from customer then only can use it in own warehouse as office suppliers and confirm will not resell depositor's good online or retail to make profit, if occur, WMI LOGISTICS INC should immediate destruction and should bear legal responsibility.

**DEPOSITOR:**

**WAREHOUSE:**

	WMI LOGISTICS, INC.
Attn:	Roland Tsai
Address:	1365 S. Parkside Pl.
City/State/Zip:	Ontario, CA 91761
Phone No.:	Phone No.: 909-923-7388
Fax No.:	Fax No.: 909-923-7267
Email:	Email: roland@wmilogisticsinc.com

**PAYMENT TERM**

WMI Logistics INC agrees to submit to Customer\_\_\_\_\_ the invoices for all last month services provided together with proof at the beginning of every month, Customer agrees to pay all such invoices within 15 days of receipt without offset unless agreed to otherwise in writing.

**SERVICE RATE SHEET AS ENCLOSED.**

WMI LOGISTICS, INC.  
("WAREHOUSE")

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
("DEPOSITOR")

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_