

## STORAGE TERMS AND CONDITIONS

These Storage Terms and Conditions ("Terms") are issued by **PALLETIZED TRUCKING INC.** ("Licensor"), and govern all storage, yard space, warehouse space, freight handling, and related services provided to the **CUSTOMER** identified in any quote, rate confirmation, work order, invoice, email quote, or other service communication ("Licensee"), unless and until a separate written agreement signed by both parties governs the same services. By accepting a quote, requesting services, tendering goods/equipment for storage or handling, moving any property onto Licensor's premises, paying any invoice, or continuing to use the storage area after receipt of these Terms, Licensee agrees to be bound by these Terms.

Applicability; Acceptance by Performance. These Terms apply to all storage and related services provided by Licensor, including yard storage, warehouse storage, freight staging, loading/unloading, and related handling services, whether quoted by email, text, rate sheet, proposal, invoice, or other written communication. Licensor may provide these Terms by email, hyperlink, attachment to a quote, attachment to an invoice, customer portal, or other written notice. Licensee accepts these Terms by accepting a quote, requesting services, delivering goods or equipment to Licensor's premises, using or occupying the Storage Area, paying any invoice, or continuing to use the Storage Area after receiving these Terms, even if Licensee does not sign a separate storage license agreement.

Quote, Storage Area, and Service Details. The applicable quote, proposal, email quote, work order, or invoice issued by Licensor (each, a "Quote Document") identifies the applicable storage location, pricing, unit of measure, and any special service terms. The storage area may be designated by Licensor by map, email description, on-site direction, marking, or other written or verbal designation confirmed by subsequent invoice or communication (the "Storage Area"). Unless expressly stated otherwise in writing, storage billing may fluctuate based on actual space occupied, including reasonable drive lanes, access lanes, and operational spacing required for safe access and handling.

Term of Agreement. The term for services under these Terms begins on the earlier of (a) the date Licensee first occupies or uses the Storage Area, (b) the date Licensee first tenders property for storage or handling, or (c) any effective date stated in the applicable Quote Document (the "Effective Date"). Unless otherwise stated in the Quote Document, services are provided on a month-to-month basis and continue until terminated by either party upon thirty (30) days' written notice; provided, however, Licensor may suspend services or terminate earlier upon an Event of Default as provided herein.

Invoices and Payment. Unless otherwise detailed in the applicable Quote Document, the first invoice may be due and payable prior to move-in, and all subsequent invoices are due in advance on the first (1st) day of each calendar month during the Term. The License Fee and all other charges are payable without notice or demand and shall not be subject to counterclaim or setoff. If any payment is not paid within five (5) days of the due date, interest may accrue on the unpaid amount at the lesser of eighteen percent (18%) and the maximum lawful rate. Licensor's invoices issued consistent with the Quote Document and these Terms are evidence of the agreed rates and charges unless Licensee disputes an invoice in writing within five (5) business days of receipt and states the basis for the dispute.

Utilities. If utilities are consumed, including but not limited to, water, electric, and gas, such expenses will be billed to Licensee at cost plus 15%.

Use of Storage Area. The Storage Area shall be used only for the purposes approved by Licensor and stated in the applicable Quote Document, and for no other purpose without Licensor's prior written consent. Licensee shall comply with all applicable laws, rules, and regulations and shall not create or permit any nuisance, unsafe condition, or unlawful use. Licensor may issue site rules, safety requirements, access procedures, and operating instructions by posted notice, email, text, or other written communication, and such rules are incorporated into these Terms.

Transportation. Licensor shall have the first right of refusal to provide transportation services onto and off of Licensor's premises, to Licensee for all of Licensee's transportation needs. Such first right of refusal shall be at the sole discretion of Licensor and the value of such services shall be based on Licensor's quote or another third-party transportation service provider's legitimate written estimate to Licensee.

Freight Handling Services. Licensor may provide freight handling services including loading and unloading of goods, as requested by Licensee. Where applicable, the rates for such services shall be as set forth in the Storage Handling Rate Sheet. If nothing is attached to the quote and Licensee requests such services, the rates shall be based on Licensor's then current standard rates. Licensor shall not be liable for any damage caused by the inherent nature of the equipment or as a result of adhering to Licensee's instructions or orders. Licensor's liability for damages occurring during loading and unloading shall be limited to the limits detailed in the Limitation of Liability paragraph below. Loading and unloading activities shall be conducted during normal business hours (Monday to Friday, 8 AM to 5 PM) and must be scheduled in advance with Licensor.

Insurance. Licensee shall obtain and maintain, at its sole cost, all insurance required by Licensor or reasonably necessary for Licensee's operations and property, including coverage for loss or damage to Licensee's property and liability arising from Licensee's use of the Storage Area and premises. Certificates of insurance shall be furnished to Licensor upon request and before move-in when required. Licensee's failure to provide certificates of insurance before move-in shall not waive Licensee's insurance obligations or transfer risk to Licensor. All policies shall be written with carriers, coverages, limits, and insurer ratings reasonably acceptable to Licensor.

Inspection of Storage Area. Licensor or its agents or employees shall have the right to inspect the Storage Area at any reasonable time but shall not have a duty to maintain or repair the same whatsoever. Licensee has inspected the Storage Area and hereby acknowledges Licensee's acceptance of the same "AS IS - WHERE IS" for use by Licensee as herein contemplated. Licensee shall comply with the Licensor's and Licensor Related Parties' rules, regulation, policies and procedures with respect to Licensee's use of the Storage Area. Licensee shall comply with all federal, state and local laws and ordinances while using the Storage Area.

Damage to Storage Area. Licensee shall promptly repair all damages caused by Licensee's use of the Storage Area. Licensee shall quit and surrender the Storage Area, when this Agreement is terminated, in a clean and sanitary condition and in as good condition as of the Effective Date, reasonable wear and tear excepted. Licensee shall neither permit nor suffer waste in the Storage Area.

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Assignment. Licensee shall not assign or delegate this Agreement nor permit any total or partial assignment or delegation thereof by operation of law, or in equity.

Taxes. Licensee shall be liable for and shall promptly pay all personal property taxes levied against personal property, inventory, equipment and all other taxable property located within the Storage Area. In compliance with the Texas Tax Code Section 22.04, Licensor must provide an annual report to Harris County Appraisal District that includes a list of entities which were leasing space on our premises for storage purposes as of January 1 of any given year. Because of this, HCAD may assess personal property tax to entities which may not be the legal owner of certain personal property. As a storage customer, it is Licensee's responsibility to provide the requisite documentation to HCAD to correct any discrepancies. If any such taxes for which Licensee is liable are levied against Licensor or Licensor's property, Licensee shall pay to Licensor, upon demand, such taxes.

Access to Storage Area. Notwithstanding anything herein to the contrary, Licensor may regulate Licensee access to the Storage Area and premises for safety, security, operations, weather, emergencies, maintenance, compliance, or other reasonable business purposes. Licensor may also move, reposition, or relocate Licensee property within the premises if reasonably necessary for safety, access, emergency response, compliance, or operations, and any resulting handling charges may be billed at Licensor's then-current rates unless caused solely by Licensor's negligence.

Default. An "Event of Default" occurs if (a) Licensee fails to pay any License Fee or other charge when due, (b) Licensee breaches any other provision of these Terms or the applicable Quote Document and fails to cure within any cure period provided by Licensor, or (c) Licensee abandons property, becomes insolvent, or otherwise jeopardizes safe or lawful operations on the premises. Upon an Event of Default, Licensor may, in addition to any other rights and remedies available at law or in equity: (i) suspend services and or access to the Storage Area to the extent reasonably necessary to protect persons, property, and Licensor's interests; (ii) terminate storage services and require removal of Licensee's property; (iii) relocate Licensee's property at Licensee's cost and risk to the extent reasonably necessary for safety or operations; (iv) recover unpaid charges, interest, collection costs, and reasonable attorneys' fees to the extent permitted by law; and (v) exercise any applicable statutory, contractual, possessory, or common law rights and remedies.

Limitation of Liability. Except for Licensor's negligence, Licensee shall indemnify, protect, defend and hold harmless the Licensor and its agents, members and lenders, from and against any and all claims and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Storage Area by Licensee, including without limitation, any claims or damages arising out of the Release of Hazardous Substances. If any action or proceeding is brought against Licensor by reason of any of the foregoing matters, Licensee shall upon notice defend the same at Licensee's expense by counsel reasonably satisfactory to Licensor and Licensor shall cooperate with Licensee in such defense. Licensor need not have first paid any such claim in order to be defended or indemnified. Licensee hereby waives any and all claims against Licensor and releases Licensor from any and all liability whatsoever arising out of or resulting from the use of the Storage Area by Licensee or its employees, guests or invitees. It is expressly agreed and understood that the Licensor shall not be liable for any damage or injury to persons or property from any cause relating to or arising out of the use of the Storage Area by Licensee or its agents, guests or other invitees. In addition to the foregoing, Licensor shall have no responsibility, at any time, to secure or otherwise patrol the Storage Area, when such area is generally occupied and secured by Licensee. Unless otherwise agreed to in writing, Licensee acknowledges that Licensor's obligations hereunder do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of any persons or property within or about the Storage Area. Licensee shall be solely responsible for any and all loss or damage to the property of Licensee, its employees, guests, invitees and other persons utilizing the Storage Area during the Term of this Agreement, from any cause or circumstance that may occur.

Without limiting the foregoing, Licensee shall defend, indemnify, and hold harmless Licensor, its affiliates, employees, and agents from and against every claim, demand, cause of action, loss, cost, damage, fine, penalty, or expense (including reasonable attorneys' fees): (a) in excess of \$250,000 that is connected in any way with loss of or damage to cargo or other property occurring during transloading or handling services, and (b) in excess of \$500,000 that is connected in any way with the loss or damage to cargo or other property occurring during storage services, except to the extent caused by Licensor's intentional misconduct. If Licensee shall recover a money judgment against Licensor, such judgment shall be satisfied only out of the right, title, and interest of Licensor in the Storage Area as the same may then be encumbered and neither Licensor nor any person or entity comprising Licensor shall be liable for any deficiency.

Liens. It is specifically understood and agreed by Licensee and Licensor that neither the execution of this Agreement nor the use of the Storage Area by Licensee shall be deemed to create or vest in the Licensee any interest in the land which is the subject of this Agreement. Licensee shall not permit any mechanic's notice of intention or contract to be filed in connection with material or labor claimed to have been furnished to the Storage Area on Licensee's behalf.

Non-Waiver. No failure by Licensor to insist upon the strict performance of any covenant, License, term or condition of this License, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, License, term or condition. No consent, or waiver, express or implied, by Licensor to or of any breach of any covenant, condition or duty of Licensee shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty, unless in writing signed by Licensor.

Notice. Every notice or other communication required or permitted under these Terms may be delivered by hand, nationally recognized overnight carrier, certified mail, email, or other written electronic communication to the contact information provided by Licensee in any Quote Document, invoice, or other communication, and shall be deemed received upon delivery or transmission, or attempted delivery if refused, unless the sender receives a delivery failure notice. Delivery of these Terms by email, hyperlink, attachment to a quote or invoice, portal posting, or other written electronic communication is effective notice.