

Terms of Business for Warehousing, Storage, and Related Services (UK)

1. Agreement to Terms and Conditions.

It is agreed that the Company's Warehouse Receipt of Terms and Conditions shall govern the dealings between the Company and the Customer for all warehousing and storage services. It is furthermore agreed that the Company's Warehouse Receipt of Terms and Conditions are electronically published at <http://www.finalsteplogistics.co.uk> and may be amended by the Company from time to time, without notice. In the event of any conflict between these Warehouse Receipt of Terms and Conditions as printed herein and the electronically published Warehouse Receipt of Terms and Conditions, the electronically published version shall control. It is expressly understood that this Warehouse Receipt of Terms and Conditions does not cover or apply to any rights, obligations, terms or conditions of the freight forwarding, customs brokerage or other services that Company has provided or may provide to the Customer; and that those separate services shall be governed by their respective Terms and Conditions which are provided separately and are posted on the above referenced website. By paying the deposit on the opening of the account. The Customer agrees with the Warehouse Receipt of Terms and Conditions and agree to be bound by the terms here within.

2. Definitions

The "Company" refers to the warehousing/storage provider.

The "Customer" refers to the party contracting the Company.

The "Goods" refers to the items stored and/or handled.

"Distribution Services" refers to the delivery or transport of stored Goods.

"Installation Services" refers to on-site assembly, fitting, or setup of Goods.

3. Ownership of Goods.

Customer warrants that it is the lawful owner and/or has lawful possession of the Goods tendered for storage. Customer warrants that it has sole legal rights to store Goods tendered, to release Goods, and to instruct Company regarding delivery or disposition of the Goods. Customer agrees to notify all parties acquiring any interest in the Goods of the terms and conditions of this Warehouse Receipt and further agrees to indemnify and hold Company harmless from any claim by third parties relating to the ownership, storage, handling or delivery of Goods, or from any other services provided by Company under this Warehouse Receipt. Such indemnification shall include any legal fees or costs incurred from any claim by a third party, regardless of whether or not litigation is actually filed.

4. Storage.

4.1 Under the terms and conditions of this Warehouse Receipt, Company agrees to receive, store, and release the Goods in accordance with Customer's reasonable instructions.

- 4.2 If the Company determines that the original palletization of Goods must be broken down for storage purposes, the Company shall be authorised to break down the pallets without further notice required to the Customer.
- 4.3 Storage Location. The Company will store the Goods at its discretion at any one or more buildings at Company's warehouse location identified on the front side of this Warehouse Receipt. The identification of any specific location with the Company's warehouse complex does not guarantee that Goods shall be stored therein. Upon ten (10) days prior notice provided to the Customer, the Company may at its own expense, remove Goods to any other warehouse complex operated by Company.
- 4.4 Any site visits by customers must be booked in advance with a minimum of 48 hours notice as the company will need to notify any other customers which we store goods from to obtain permission.
- 4.5 The Company may provide additional services to Customer as requested and as agreed. Additional handling charges will apply whenever Goods are picked for distribution or re-lease, whenever physical inventories are requested by Customer, and whenever additional services are requested that are not explicitly included in the monthly storage charge quoted to the Customer. Such additional charges will be provided to Customer and will be invoiced to Customer in addition to any storage charges due.
- 4.6 Pallets. Standard UK Pallets L100cm x W120cm x H100cm as described and anything exceeding this will be identified and charged as an oversized pallet.
- Oversized Pallets L240cm x W120cm x H100CM 2.2CBM as described and anything exceeding this will be charged at an additional rate to be disclosed by the Company.
- 4.7 Chargeable Services. Additional service charges may be applied at any given time. This can include but not be limited to:
- a. stock taking- weekly stock takes as well as intake stock takes can be carried out and may be chargeable at a set fee.
 - b. ID Tagging- for condition checks is chargeable and will be at charged via the number of ID Tags allocated by the Company.
 - c. picking and loading for third party couriers will incur a fee which will be determined by the Company and invoiced to the Customer
 - d. missing booking slots – booking slots must be booked in advance of at least 3 days prior and any missed booking slots can be charged to the Customer by the Company. We can accept bookings in advance of the 3 days as long as the goods relate to orders which will be delivered and installed by the Company and require urgent booking slots.
- 4.7 The Company reserves the right to refuse any incoming shipments which will exceed any agreed limits of stock if not notified in advance.

5. Payment Terms

Payment Terms & Collection Expenses. Warehousing and storage accounts are due and payable monthly, in advance. The Company will issue monthly invoices in advance and the Customer shall pay the Company within 7 days of the invoice date unless otherwise agreed by the Parties in writing. All invoices not paid within 7 days of invoice date will be subject to a late fee of 8% per month, or the maximum rate then allowable pursuant to applicable law. If it becomes necessary for Company to utilize a collection agency and/or an attorney to collect any unpaid amount owed or to assist in effectuating the lien provisions herein, the Customer shall be obligated to pay the collection agency

fees and/or attorney fees, and expenses including court costs incurred, regardless of whether litigation is actually filed.

The company minimum level storage agreement is weekly this is also the company default for but not limited to out of contact, out of agreement or short hold stock where there is no agreement for warehousing in place. This price is made aware to the customer before making any choice on the company standard storage options.

The company standard storage options are pre-purchase of space based on the pallet sizes in the terms of business and pricing is agreed for set level of storage. It is then the customers' responsibility to remain within the purchase limit at all times or to inform the company of any changes on the account which affect storage levels, services and discounts on use of combined services. If the customer fails to inform the company of changes of levels or services used, then the company can carry out a review and alter pricing and discounts previously offered to the customer to reflect the actual storage level or services used. If the customer doesn't agree to the new rates and levels suggested by The Company then the account will default to weekly rates to be used until there is a new agreed level in place or the customer returns to the agreed levels and service use before the review took place.

The Company will carry out account reviews on stock levels and stock limits which will determine pricing. Any increase in stock requirement adjustments made to the stock levels will be backdated and charged accordingly. Any reduction in stock levels by the customer will require 30 days written notice to the Company. The minimum reduction must be in line with original baseline for which was agreed and deposit paid against.

The company holds the right to change prices based on the account review and usages of services when they change.

It is the customers responsibility to inform the company of number of pallets spaces needed at all times, The Company will provide a live stock list via the stock management portal and carry out a weekly stock take to make sure this is up to date. Pallets numbers are based on stock levels at the time of stock take and the inbound stock for the week equalling the space required. The customer agrees that they will stay within their limits and it is the responsibility of the customer to monitor live levels via the stock management portal. If the customer exceeds the agreed running limits, they will be charged for all additional pallets over and the company will show the number of pallets on invoice for the breach of limits.

If combined service usage level changes from agreed use of services which discount has been used the discount can be removed with no notice period if the intended use of services is not met.

6. Discounts

Distribution Discount: Customers using the Company's distribution services will receive a discount on storage charges based on how much they are distributing.

Installation Discount: Customers using both distribution and installation services will receive an additional discount on total service charges when using combined services. The level of discount is based on services used and up take.

Discounts are applied monthly and subject to continued use of the respective services, stock holding and levels.

Discount rates are given on combined service use, pricing to customers do not need to show level of discount or full start price on services provided as the price provided to the customer is based on the information the customer provides on intended and ongoing service usage. A customer can request in writing a full non discounted price list or ask for invoices to show full pricing and the level of service discount they are getting based on combined service up take levels.

Discounts can also be removed or changed if the customer account has been flagged by the company accounts department for continued late payments.

7. Term & Termination

Termination of Storage. The Company reserves the right to terminate storage and to require the removal of the Goods, or any portion thereof, by giving Customer sixty (60) days advance written notice. Customer shall be responsible for payment of all charges attributable to said Goods within the stated period and for removing the Goods from the warehouse upon payment of all charges. If the Goods are not so removed, the Company may exercise its rights under applicable law including but not limited to selling the Goods.

The customer must give ninety (90) days advance written notice if the customer wishes to terminate storage with the company. Customer shall be responsible for payment of all charges attributable to said Goods within the stated period at the current rate. The customers may remove up to 75% of the goods which are stored within this 90 day period but 25% must remain until all outstanding payments of all invoices has been received. If the Goods are not removed, the Company may exercise its rights under applicable law including but not limited to selling the Goods

Any deposit will be returned within 30 days after the termination date once the account has been closed.

8. Customer Warranties

Goods are owned or controlled by the Customer.

Goods are legal, safe, and non-hazardous unless agreed otherwise in writing.

9. Optional Insurance Offering.

The Company does not insure the Goods while in storage and the storage rates or charges billed to Customer do not include any insurance on the Goods. The Goods will therefore not be insured for any loss or damage, and the limitation of Liability set forth in paragraph 9 shall apply in all circumstances where the Company is legally liable for such loss or damage, unless the Customer has requested in writing that Company obtain insurance for the Customer's benefit, and the Customer has paid the required premium to Company for such additional insurance. Except as provided above, the Company will not obtain insurance on the Goods for Customer's benefit while the Goods are being stored at the Company's facility.

10. Lien Rights.

The Company shall have a lien on the Goods tendered by the Customer and upon any and all property belonging to the Customer in Company's possession, custody or control for all charges, advances or amounts of any kind due to the Company under this Warehouse Receipt or under any

prior or subsequent invoices issued to the Customer by the Company (including charges for storage, handling, transportation, demurrage, terminal charges, insurance, labour, and any other charges incurred). The Company shall have a lien on the Goods and may refuse to surrender possession of the Goods until all charges or debts are paid in full. If such amounts remain unpaid for 30 days after the Company's demand for payment, the Company may sell the Goods at public auction or private sale or in any other manner reasonable, and shall apply the proceeds of such sale to the amounts owed. The Customer remains responsible for any deficiency outstanding to the Company.

11. Liability.

a. The Company shall not be liable for any loss or destruction of or damage to the Goods, however caused, unless such loss, damage or destruction resulted from the Company's failure to exercise such care in regard to the Goods as a reasonably careful person would exercise under like circumstances. The Company is not liable for damages which could not have been avoided by the exercise of such care. The Company and Customer agree that the Company's duty of care referred to herein shall not extend to providing a sprinkler system at the warehouse complex or any portion thereof.

b. In no event shall the Company be liable for any loss or damage caused by:

1. acts of God; public authorities acting with actual or apparent authority; strikes; labour disputes; weather; mechanical or equipment failures; cyber-attacks; civil commotions; hazards incident to a state of war; acts of terrorism; acts or omissions of customs or quarantine officials; acts of carriers related to security; the nature of the freight or any defects thereof; inherent vice of the goods; perishable qualities of the merchandise; fires; frost or change of weather; sprinkler leakage; floods; wind; storm; insects; public enemies; or other causes beyond its control;
2. fragile articles injured or broken, unless packed by the Company's employees and unpacked by them at the time of delivery;
3. pilferage or theft, unless such loss or damage is caused by the failure of the Company to exercise such ordinary care required by law; and
4. concealed damage, or for losses incurred due to the concealed damage of the Goods.

c. Monetary Maximum Liability: In the event of loss or damage to the Goods for which the Company is legally liable, the Company's liability shall be limited to actual value of the Goods, subject to a maximum of GBP £0.50 per pound of Goods stored, subject to a per occurrence maximum of £100.00, unless Customer declared a higher value for the Goods and the Company agrees in writing to purchase insurance for the Goods at the Customer's benefit, and the Customer has paid the supplementary charge in accordance with the terms herein.

d. In no event shall the Company be responsible for loss or damage to documents, stamps, securities, artwork, heirlooms, jewellery or other articles of high and unusual value unless a special agreement in writing is made between the Company and the Customer with respect to such articles.

e. NO CONSEQUENTIAL DAMAGES. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF THE COMPANY'S DUTIES, NEGLIGENCE LIABILITY WITHOUT FAULT OR ANY OTHER LEGAL THEORY OR BASIS, SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, STATUTORY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF MARKET, LOSS OF INCOME, DAMAGES ARISING FROM LOSS, ATTORNEY'S FEES OR PUNITIVE DAMAGES, WRONG DELIVERY, OR DAMAGE TO PROPERTY, LOSS OF USE OF GOODS, COST OF

SUBSTITUTED GOODS, DELAYED DELIVERY OR FAILURE TO ATTEMPT DELIVERY, WHETHER OR NOT COMPANY HAD KNOWLEDGE THAT SUCH DAMAGES OR LOSSES MIGHT OCCUR.

12. Governing Law

These terms are governed by the laws of England and Wales. Disputes shall be settled in the English courts.

*Final Step Logistics
is the trademark used by:
FSL Holdings Enterprise Limited
Company Registration No. 12828212
VAT Registration No. 358 1856 65