



CUSTOMER TERMS AND CONDITIONS

These terms and conditions (these “Terms”) apply to the purchase of services from Stord LLC, a Georgia limited liability company (referred to as “Stord”, “us”, “we”, or “our” as the context may require) by any customer of Stord (“Customer”, “you”, or “yours”). Stord and Customer shall sometimes be referred to herein as a “Party” or the “Parties”.

1. **Services.** Stord connects you with various warehousing and storage facilities (“Facilities”) for the purpose of arranging storage of your goods (the “Services”). Stord facilitates the transaction between you and the Facilities, but is not a party to any agreement between you and any Facility as it relates to the storage of your goods. It is understood by the Parties that Stord is not actually performing the transportation or storage of the Customer’s goods but will be arranging for the storage of Customer’s goods with Facilities. In arranging Services for the Customer, Stord shall not be responsible for packaging, handling, loading or unloading of goods which shall instead be the responsibility of the Customer and/or the underlying carrier selected by the Customer to transport the goods. Stord reserves the right, in its sole discretion, to refuse the provision of Services at any time. Stord is not a broker, agent, creditor or insurer for you. Stord has no control over the conduct of, or any information provided by, a Facility, and Stord hereby disclaims all liability in this regard to the fullest extent permitted by applicable law. Stord does not guarantee the proper storage by any Facility nor the proper transport by any transportation services provider. We do not personally endorse any Facility, and we make no guarantee, explicit or implied, that any information provided by a Facility is accurate. **We expressly disclaim any liability or responsibility for the proper storage of the Customer’s goods.**

2. **Rate Quotes.** The Customer shall be liable for all charges payable on account of the Services provided to the Customer. Such charges may include any charges made by the Facilities, and all fees, duties, assessments, fines and taxes. Stord reserves the right to amend or adjust charges and to re-invoice the Customer in the following events: (i) if the original quoted amount was based upon incorrect information provided by the Customer; or (ii) if additional services by the Facility were required. Any dispute by the Customer of any invoice issued by Stord shall be made in writing, specifically indicating the nature of the dispute and made within 30 days from the date of the invoice. In the event Stord does not receive timely written notice of the dispute, the charges will be conclusively presumed to be valid.

3. **Customer Representations and Warranties to Stord.** The Customer represents and warrants that at all times, it will be in compliance with all applicable laws, rules, and regulations, including applicable laws relating to customs, import and export and that it has proper title to the goods. Any individual or entity acting on behalf of the Customer warrants and represents that he, she or it has the right to act on behalf of and legally bind the Customer. Stord assumes no liability for any loss or expense due to the failure of the Customer to comply

with this paragraph and Customer shall defend, indemnify and hold Stord harmless for any claims or damages resulting from violation of this paragraph, including attorney's fees and costs incurred by Stord.

4. **Indemnification.** Subject to these Terms, the Customer ("Indemnifying Party") shall indemnify, defend and hold harmless Stord and its representatives, officers, directors, employees, agents, affiliates, successors and assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under these Terms and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, "Losses"), arising out of or resulting from any claim of a third party alleging: (a) any negligent or more culpable act or omission of Indemnifying Party or its personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under these Terms; (b) any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent acts or omissions of Indemnifying Party or Indemnifying Party's personnel; (c) any failure by Indemnifying Party or its personnel to comply with applicable laws; or (d) breach or non-fulfillment of any representation, warranty or covenant under these Terms by Indemnifying Party or Indemnifying Party's personnel.

5. **Limitations of Liability.** Stord is not liable for any losses or damages caused by: (i) the act, default or omission of a Facility, the Customer or any other party who claims interest in the goods; (ii) a violation by the Customer of any provision of these Terms or any agreement with a Facility, including, improper or insufficient packing, securing or marking; (iii) failure to observe any of the rules relating to warehousing and storage under certain conditions; (iv) acts of God, public enemies, public authorities, war, riots, strikes, labor disputes, shortages, weather conditions or mechanical delay or failure of equipment; or (v) the acts or omissions of any third party; or (vi) the selection of a Facility for the storage of Customer's goods. IN NO EVENT SHALL STORD BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE WHATSOEVER AND HOWEVER ARISING, INCLUDING, WITHOUT LIMITATION, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN BY CUSTOMER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL STORD'S AGGREGATE LIABILITY UNDER THESE TERMS EXCEED THE TOTAL OF THE AMOUNTS PAID TO STORD BY THE CUSTOMER FOR THE SERVICES RENDERED HEREUNDER OR \$200, WHICHEVER IS LESS.

6. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, STORD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION,

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE PROVISION OF SERVICES HEREUNDER.

7. **Non-Solicitation.** The Customer and Facilities shall not solicit each other or otherwise circumvent the Services provided by Stord for a period of one (1) year following the date the Customer and Facility were introduced through the provision of Services. This Section shall survive any termination or expiration of these Terms.

8. **Attorneys' Fees.** Should any legal proceeding be commenced between the Parties concerning these Terms, or the rights and duties of the Parties, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to costs, expenses and reasonable attorneys' fees.

9. **Binding Nature of Agreement; Assignment.** In the event of a conflict between these Terms and any other terms or agreements then in effect, these Terms shall apply and shall take precedence in the interpretation of the rights and obligations of the Parties. Customer is responsible for requesting and reviewing agreements with the Facilities. Stord is not obligated to provide copies of such agreements, or any information contained therein, to Customer. These Terms shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns, except that no Party may assign, delegate or transfer any of its obligations under these Terms without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld. These Terms shall be binding on the Parties upon Customer's acknowledgment of its intent to be bound thereby, as evidenced by its acceptance of Services provided by Stord.

10. **No Other Parties to Benefit.** These Terms are made for the sole benefit of the Parties hereto and their successors and permitted assigns. Except as expressly provided herein, no other person or entity is intended to or shall have the rights or benefits hereunder, whether as third-party beneficiaries or otherwise.

11. **Remedies.** In the event of a breach of these Terms or any term hereof by any Party, the other Party shall have all rights and remedies available at law, in equity, or under these Terms, except as otherwise limited herein.

12. **Governing Law; Forum; Venue.** These Terms are deemed executed, delivered and performed in the State of Georgia, and the substantive laws of the State of Georgia and federal law as applied in Georgia without reference to choice of law principles, shall govern its interpretation and enforcement. Any action brought to interpret or enforce any provisions of these Terms, or otherwise relating to or arising from these Terms, shall be commenced and maintained in the state or federal courts in the City of Atlanta, Fulton County, Georgia, and each Party consents to jurisdiction and venue in such courts for such purposes.

13. **Modification; Waiver; Complete Agreement.** No provision of these Terms shall be amended, waived or modified except by an instrument in writing signed by the Parties hereto. These Terms contain the entire agreement between the Parties hereto with respect to the

matters covered herein. These Terms supersede all agreements or documents entered into between the Parties.

14. **Severability; Integration.** The inapplicability or unenforceability of any provision of these Terms shall not limit or impair the operation or validity of any other provision of these Terms. These Terms and the documents incorporated into these Terms by reference, constitutes and embodies the full and complete understanding and agreement of the Parties hereto and supersedes all prior understandings, whether oral or written. No representation, promise, inducement or statement of intention has been made by any Party hereto which is not contemplated by or embodied in these Terms, and no Party hereto shall be bound by or liable for any alleged misrepresentation, promise, inducement or statement of intention not so set forth.