



## Warehousing Services Terms

Rev 2026-04-27

These Warehousing Services Terms (“Warehousing Services Terms”) set forth the additional terms and conditions that apply to Pellera’s performance of warehousing services for Client as further specified in a statement of work (a “Statement of Work” or “SOW”). These Warehousing Services Terms supplement the Professional Services Terms or other effective written agreement in place between Pellera and Client governing Pellera’s performance of professional services (the “Agreement”). These Warehousing Services Terms, together with the applicable Statement of Work and the Agreement, exclusively govern Pellera’s provision of services. In the event of a conflict with respect to Pellera’s performance of Warehousing Services, the conflict will be resolved in accordance with the following order of priority: a) the applicable Statement of Work; b) these Warehousing Services Terms; and c) the Agreement.

### 1. DEFINITIONS

- 1.1 **“Customer Goods”** means equipment and materials that Customer owns or designates for storage/integration under the Statement of Work hereunder.
- 1.2 **“Release”** means Customer’s instruction to ship Customer Goods from the Warehouse.
- 1.3 **“Warehousing Services”** means the receiving, storage and outbound delivery of Customer Goods, as expressly described in the applicable Statement of Work. Warehousing Services do not include transportation services, inventory planning, forecasting, consulting, design, engineering, data processing, hosting, or any other services not expressly set forth in the applicable Statement of Work.
- 1.4 **“Term”** shall mean the effective period of the Statement of Work that references these Warehousing Services Terms.
- 1.5 **“Warehouse”** means Pellera’s facility(ies) within the United States or Canada. Customer acknowledges that Pellera may utilize third-party warehouse facilities not owned by Pellera.

### 2. SERVICES

- 2.1 **Receiving & Storage.** Pellera shall perform the Warehousing Services as further described in the applicable Statement of Work. Pellera will receive, count, and store Customer Goods at the Warehouse, segregated and clearly identified as Customer property. Upon Customer’s request, Pellera will provide a written inventory report showing (a) receipts, (b) on-hand by SKU/serial/bin, and (c) outbound shipments by destination.
- 2.2 **Outbound Deliveries (SLA).** Upon a request for Release, Pellera will ship applicable Customer Goods in accordance with the Statement of Work.
- 2.3 **Customer Control; No Planning Responsibility.** Customer retains sole responsibility for determining (i) the quantity, composition, configuration, and timing of Customer Goods delivered to the Warehouse; (ii) the duration of storage; and (iii) the timing and ship-to destination of Releases. Pellera’s obligations are limited to performing the Warehousing Services expressly set forth in the Statement of Work. Pellera has no responsibility for inventory planning, deployment sequencing, capacity forecasting, or the commercial or operational suitability of Customer’s storage or delivery decisions.

### 3. TITLE; RISK; INSURANCE

- 3.1 **Title.** Title to Customer Goods passes to Customer upon delivery of such Customer Goods to the Warehouse.
- 3.2 **Risk of Loss.** Except as expressly provided herein, Pellera shall bear risk of physical loss or damage to Customer Goods only to the extent caused by Pellera’s failure to exercise commercially reasonable care while such Customer Goods are in Pellera’s direct care, custody, and physical control, commencing on the date of delivery of the Customer Goods to the Warehouse. Risk of loss transfers to Customer upon delivery of the Customer Goods to Customer’s designated ship-to location.
- 3.3 **Insurance; Customer Obligations.** During the Term, Pellera shall maintain insurance coverage of the types customarily maintained by providers of warehousing and logistics Warehousing Services of a similar size and nature.

Prior to delivery of any Customer Goods to the Warehouse, Customer shall provide Pellera, in writing, with (a) the manufacturer part numbers for all Customer Goods; and (b) the fair market value for each item. Customer acknowledges that Pellera will rely exclusively on the reasonable fair market values when determining applicable insurance coverage. Customer Goods for which Customer has not provided fair market value may be excluded from Pellera’s insurance coverage.

- 3.4 **Valuation for Loss.** Pellera’s insurance coverage shall apply only up to the reasonable, fair market value of the Customer Goods. Pellera shall have no obligation to verify, determine, or adjust the accuracy, fair market value, or depreciation of Customer-provided valuations.



For loss of or damage to Customer Goods for which Pellera is liable under these Warehousing Services Terms, Pellera shall, at its election, either (a) replace such Customer Goods with comparable items of similar age and condition, or (b) credit Customer an amount equal to the lesser of (i) the original invoice value of the affected Customer Goods or (ii) the fair market value of such Customer Goods at the time of loss. The remedy provided herein is conditioned upon Customer's compliance with Section 3.3 and promptly providing Pellera with all documentation reasonably requested.

#### 4. FEES; BILLING; CAPACITY

**4.1 Invoicing on Shipment to Warehouse.** When Customer requests Warehousing Services in connection with the purchase of Customer Goods from Pellera, the terms and conditions regarding the purchase and sale of such Customer Goods shall be as specified in Pellera's quote. As such, invoicing for newly acquired Customer Goods shall occur upon shipment of such Customer Goods to the Warehouse unless otherwise specified in the Pellera quote. Pellera shall invoice Customer for applicable Warehousing Service fees in accordance with the applicable Statement of Work.

**4.2 Deliveries.** Fees for the Warehousing Services are as described in the Statement of Work.

**4.3 Payment Terms.** Payment terms are governed by the Agreement. The Warehousing Services provided hereunder are separate and distinct from any sale of products by Pellera. Product sales, including pricing, title passage, payment terms, and all commercial terms governing such sales, shall be exclusively governed by the applicable Pellera quote. Warehousing related fees, including storage, handling, and any related charges, are governed by the terms of the applicable Statement of Work and shall not modify or supplement the terms applicable to product sales. Customer's obligations to pay warehousing charges are independent of, and in addition to, any obligations arising from Customer's purchase of products.

**4.4 Post-Termination Storage Rates.** Following termination or expiration of the applicable SOW for any reason, storage fees shall increase to one hundred twenty-five percent (125%) of the then current storage rates, effective beginning thirty (30) days after termination, and shall continue to accrue until all Customer Goods are removed from the Warehouse.

#### 5. WARRANTIES; OEM PASS-THROUGH

**5.1 OEM Warranties.** OEM warranties commence upon delivery to the Warehouse unless the OEM program specifies otherwise.

**5.2 DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL WAREHOUSING SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND PELLERA DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE FOREGOING, PELLERA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE.

PELLERA DOES NOT WARRANT THE RESULTS OF ANY WAREHOUSING SERVICES, AND MAKES NO WARRANTY WITH RESPECT TO CUSTOMER GOODS. ANY THIRD PARTY OR OEM WARRANTIES RELATING TO CUSTOMER GOODS ARE PROVIDED SOLELY BY THE APPLICABLE OEM OR THIRD PARTY AND NOT BY PELLERA.

#### 6. LIMITATION OF LIABILITY

**6.1 CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM FOR DAMAGES ARISING FROM PELLERA'S PERFORMANCE OF WAREHOUSING SERVICES, AND PELLERA'S MAXIMUM LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE AS FOLLOWS:**

**6.1.1** IN THE EVENT OF LOSS OR DAMAGE TO CUSTOMER GOODS FOR WHICH PELLERA IS RESPONSIBLE AS CONTEMPLATED IN SECTION 3.2, THE REMEDIES IN SECTION 3.4 SHALL APPLY; AND

**6.1.2** FOR ALL OTHER DAMAGES ARISING FROM PELLERA'S PERFORMANCE OF WAREHOUSING SERVICES, PELLERA'S MAXIMUM LIABILITY SHALL BE LIMITED TO A REFUND OF THE AGGREGATE AMOUNTS PAID TO PELLERA PURSUANT TO THE APPLICABLE SOW (IF RECURRING, SIX (6) MONTHS' CHARGES SHALL APPLY TO THE FOREGOING CALCULATION). UNDER NO CIRCUMSTANCES WILL PELLERA OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBCONTRACTORS, SUPPLIERS, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND OR FOR LOSS OF PROFITS, REVENUE, OR DATA WHETHER IN AN ACTION ARISING IN CONTRACT, TORT, STATUTE OR OTHERWISE, EVEN IF PELLERA HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.

#### 7. TERMINATION

**7.1 Termination.** The parties' termination rights for the applicable Statement of Work shall be governed by the Agreement.



**7.2 Effect of Termination.** Upon termination or expiration of the applicable SOW, Customer shall promptly issue Release instructions for all Customer Goods, and Pellera will ship such Customer Goods in accordance with Customer's written instructions.

Pellera may withhold Release of Customer Goods until all outstanding amounts are paid in full. Customer shall remain responsible for all costs, losses, and expenses arising from any failure to timely issue Release instructions for Customer Goods, including any costs incurred by Pellera in connection with storage, handling, transportation, or disposition of such Customer Goods, as further described in Section 7.3.

**7.3 Abandoned or Stranded Customer Goods.** If Customer fails to issue Release instructions for any Customer Goods within thirty (30) days following termination or expiration of the applicable SOW, or otherwise fails to respond to Pellera's written requests regarding disposition of such Customer Goods, Pellera may, at Pellera's sole discretion, elect to: (a) continue storing such Customer Goods subject to applicable storage and handling fees, payable by Customer; (b) arrange return shipment at Customer's expense; or (c) deem such Customer Goods abandoned and dispose of them in a commercially reasonable manner. Customer shall remain responsible for all accrued charges and reasonable costs associated with storage, handling, transportation, or disposal.

## 8. MISCELLANEOUS

### 8.1 Canadian Customers.

**8.1.1 CA Taxes.** Customer shall be responsible for all applicable Canadian taxes, including without limitation GST/HST, provincial sales taxes (if applicable), and any other governmental charges imposed on the Warehousing Services or on Customer Goods stored in Canada. Pellera shall not be responsible for determining Customer's tax obligations and shall collect and remit taxes only as required under applicable Canadian tax legislation.

**8.1.2 Quebec Language Compliance (If Applicable).** If Customer is located in the Province of Quebec or if Customer Goods are stored or distributed within Quebec, the Parties confirm that they have expressly requested that these Warehousing Services Terms and all related documents, including invoices and notices, be drafted in the English language only, as permitted by applicable law.

*Les parties confirment qu'elles ont expressément exigé que la présente convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais seulement.*

**8.2 No implied bailment obligations.** The Parties agree that Pellera's obligations with respect to Customer Goods are solely as expressly set forth in the applicable Statement of Work and these Warehousing Services Terms, and no additional duties or obligations shall be implied by law, including any heightened duties arising under bailment or similar doctrines.

**8.3 Import/Export.** Unless expressly agreed in writing (i) Customer Goods stored under these Warehousing Services Terms shall not cross any international border; (ii) Pellera has no obligations related to customs clearance, brokerage, importation, exportation, duty assessment, tariff classification, or trade compliance filings; and (iii) Customer remains solely responsible for ensuring that any inbound shipments of Customer Goods comply with all import requirements. Pellera shall have no liability for delays or costs arising from Customer's failure to comply with customs or trade compliance obligations.