

## WAREHOUSE SERVICES TERMS AND CONDITIONS – October 2025

### 1. Definitions

- **Warehouse Operator:** Cal Hono, the cold storage facility warehouse operator.
- **Depositor:** The individual or entity, including any agents, contractors, or representatives acting on behalf of the depositor, that delivers goods to the warehouse operator for storage.
- **This Agreement:** This warehouse services terms and conditions entered into by and between the warehouse operator and the depositor.
- **Warehouse:** The cold storage facility operated by the warehouse operator, for the storage of perishable and temperature-sensitive goods.
- **Goods:** Perishable, frozen, refrigerated, or temperature-controlled items delivered by the depositor to the warehouse operator.
- **Receipt:** The document issued by the warehouse operator, either in paper or electronic form, acknowledging receipt of the goods for cold storage.
- **Cold Storage:** Storage of goods in temperature-controlled environments, typically below ambient temperature, including refrigeration and freezing.

### 2. Acceptance of Goods

- The warehouse operator will only accept goods for cold storage that are adequately packaged, packed, and labeled to ensure proper handling and storage.
- Goods must be in a condition that complies with all applicable health, safety, and food standards (e.g., FDA and USDA regulations).
- The warehouse operator reserves the right to inspect the goods for contamination, spoilage, or improper packaging, packing and labeling, before accepting them.
- If goods are rejected for cold storage, the warehouse operator will notify the depositor immediately, and the depositor must arrange for the removal or disposal of the goods at the depositor's expense.
- The warehouse operator is not required to accept any minimum quantity of goods from the depositor. The warehouse operator is free to accept or reject goods in its sole discretion.

### 3. Warehouse Operator's Responsibilities

- The warehouse operator will maintain the cold storage temperatures at or below 10°F for frozen goods and at or below 40°F for chilled goods. The

warehouse operator is not liable for cold storage temperature fluctuations caused by factors beyond its control, including but not limited to, power outages, mechanical failures, or force majeure events.

- The warehouse operator will perform regular inspections and maintenance of its refrigeration and freezer systems to minimize risks.
- The warehouse operator will comply with all health and safety regulations and maintain appropriate hygiene standards in its cold storage areas.

#### **4. Depositor's Responsibilities and Representations and Warranties**

- The depositor must provide a detailed inventory of the goods, including a detailed description, the required storage temperatures, expiration dates (if applicable), and any special handling instructions.
- The depositor must inform the warehouse operator in writing prior to delivery, for any goods that (i) require special storage or handling, (ii) are dangerous or hazardous, (iii) are perishable, temperature controlled, keep from freezing, chilled or frozen (including the required temperature ranges), (iv) are live animals, (v) are art objects, bank bills, coins, currency, drafts, notes, valuable papers, precious metals, precious stones, antiques or any other rare, old, precious or semi-precious articles of extraordinary value in excess of \$100 per pound, (vi) are commodities, transportation of which is subject to commodity specific permitting requirements, or (vii) are restricted commodities including, but not limited to, tobacco products, hemp, vaping products, pharmaceuticals, or controlled substances. The warehouse operator is not required to accept tender or storage of any of the foregoing goods unless it specifically accepts in writing prior to delivery. For avoidance of doubt, the warehouse operator reserves the right to refuse tender or storage of any or all of the foregoing goods.
- The depositor must ensure that the goods are packed, packaged, and labeled in a manner that preserves the goods' integrity and protects the goods from contamination or damage while in cold storage.
- The depositor shall comply with all applicable federal, state and local laws, regulations, rules and ordinances.
- The depositor warrants that the goods are fit for cold storage, comply with applicable food safety standards, and are free from contaminants or defects.
- The depositor warrants the accuracy and completeness of all information, instructions and description relating to the goods, including the nature, description, special characteristics, marks, number, weight, volume and

quantity, etc., all of which the warehouse operator shall rely on to handle and store the goods.

## **5. Payment Terms**

- Cold storage fees will be charged based on the space occupied by the goods, the weight, or other factors outlined in the warehouse operator's rate schedule.
- Fees may vary depending on the temperature requirements (refrigerated or frozen) and the specific handling needs of the goods.
- Payment is due within the terms specified on the invoice. Failure to pay within the agreed terms may result in a general lien being placed on the goods.
- The warehouse operator may adjust fees with prior notice based on changes in operational costs, including energy costs, labor, and regulatory or governmental requirements.

## **6. Limitations of Liability**

- The warehouse's liability for loss, damage, or spoilage of goods shall be limited to \$0.50 per pound, unless otherwise agreed upon in writing.
  - The warehouse operator shall not be liable for spoilage, loss, or damage to goods arising from:
    - The depositor's failure to properly package or label goods.
    - Inherent defects or perishability of the goods.
    - Power outages, mechanical failures, or other events beyond the control of the warehouse operator (e.g., natural disasters, governmental orders, pandemics).
- Liability for loss, damage, and spoilage of the goods. In no event shall the warehouse operator's liability for loss, damage, or spoilage of the goods exceed \$0.50 per pound. The remedies set forth in this section shall be the depositor's sole and exclusive remedy and the warehouse operator's entire liability for any loss, damage, or spoilage of the goods.

## **7. Lien and Right of Sale**

- If payment is not received within the agreed timeframe, the warehouse operator reserves the right to sell or dispose of the goods in accordance with applicable law to recover the unpaid charges. The warehouse

operator will notify the depositor before taking any action to sell or dispose of the goods.

- The warehouse operator reserves the right to retain possession of the goods stored under a general warehouse lien for any outstanding charges, including storage fees, handling fees, and any other applicable costs.
- The depositor grants the warehouse operator a security interest in its goods stored in the warehouse. The depositor acknowledges that the warehouse operator has and shall have a general lien on its goods in the warehouse. The goods will be subject to a claim of lien in favor of the warehouse operator and may be sold to satisfy the lien for the depositor's default on any unpaid charges, including any other amounts due under this Agreement.
- In the event that the warehouse operator employs legal counsel to foreclose any lien, the depositor agrees to pay the warehouse operator's attorneys' fees, court costs, interests, and collection costs.
- The warehouse operator reserves all other rights and remedies allowed by law to recover unpaid charges.

#### **8. Termination of Warehouse Storage Services**

- Either party may terminate the warehouse storage services in this Agreement by providing reasonable written notice
- The depositor must arrange for the removal of the goods from the warehouse by the Termination Date.
- If the depositor fails to remove the goods by the Termination Date, the warehouse operator may continue to charge storage fees or, at its discretion, arrange for the removal and disposal of the goods at the depositor's expense.

#### **9. Inspection and Access to Goods**

- The depositor or their authorized representative may inspect the goods stored at the warehouse during regular business hours, subject to providing three (3) business days' written notice to the warehouse operator.
- The warehouse operator may limit access to cold storage areas to ensure safety, preservation of the goods, and the efficient operation of the warehouse.
- The warehouse operator reserves the right to refuse access if there are outstanding charges or if access would disrupt warehouse operations.

## 10. **Handling and Special Services**

- Additional handling services, such as loading, unloading, inventory management, repackaging, or sorting, are available upon request and may incur additional fees.
- Any special handling requirements (e.g., strict temperature controls during transport, quarantine procedures) must be communicated to the warehouse operator and agreed to in writing.
- The warehouse operator is not responsible for performing special services unless specifically contracted to do so.

## 11. **Indemnification**

- The depositor shall defend, indemnify, and hold the warehouse operator and its employees and agents harmless from and against any claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) caused by and resulting from (i) the negligence or intentional misconduct with the performance of its obligations under this Agreement, (ii) its violation of applicable laws or regulations, (iii) its compliance with or reliance on information or instructions provided by or on behalf of the depositor, (iv) any claims seeking to impose liability on the warehouse operator with respect to cargo loss, damage, destruction, or delay, (v) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or intentional acts or omissions of the depositor; (vi) inaccurate or incomplete information provided by the depositor regarding the nature of the goods or storage requirements, or (vii) breach of any term, condition, representation, warranty, or covenant in this Agreement.

## 12. **Governing Law and Jurisdiction**

- This Agreement and any rights, remedies, or obligations shall be governed by and construed in accordance with the laws of the state of California without regard to the conflict's provisions.
- Any disputes arising under this Agreement will be subject to the exclusive jurisdiction of the state and federal courts in Los Angeles County, state of California.

## 13. **Force Majeure**

- The warehouse operator shall not be liable for failure or delay in the performance of obligations hereunder if performance by the warehouse operator is affected or prohibited by any cause beyond the warehouse operator's reasonable control, including without limitation, fire, flood, earthquake, exposure, epidemic, pandemic, sabotage, labor strife, civil unrest, riot, war, invasion, hostilities, embargoes or blockades, weather conditions, acts of the public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, material equipment repairs, fuel shortages, governmental regulations, or governmental requests as requisition for national defense, or requests of governmental officials and any events beyond the control of the warehouse operator.

#### **14. Assignment**

- The depositor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the warehouse operator. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement.

#### **15. Successors and Assigns**

- This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

#### **16. No Third-Party Beneficiaries**

- This Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any value whatsoever under or by reason of this Agreement.

#### **17. Severability**

- If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this

Agreement of invalidate or render unenforceable such term or provision in any other jurisdiction.

**18. Notices**

- All notices between the warehouse operator and the depositor must be in writing and sent via email, fax, or postal mail to the addresses provided in the warehouse receipt or to such other address that the receiving party may designate from time to time in accordance with this section.
- Notices will be deemed received on the date of delivery if sent by email or fax, or three days after mailing if sent by postal mail.

**19. Conflicting Terms and Conditions**

- It is the parties' intent that this Agreement shall exclusively control the relationship of the parties, and in the event of any inconsistency between any other documents and this Agreement, this Agreement shall control.