


WAREHOUSE TERMS (Revision: 12.12.2023)	DATED: 12.12.2023	 Page 1 of 2
Continental Resources, Inc., and Customer	CONTRACT NO: ONLINE	
CONFIDENTIAL		

WAREHOUSE TERMS

These Warehouse Terms (the "Agreement") are made by and between **Continental Resources, Inc.**, and its affiliates ("**ConRes**") and the ("**Customer**" or "**Company**") utilizing the ConRes warehouse facility and/or services through the warehouse facility located at 175 Ledge Street, Nashua, NH 03060. Unless otherwise agreed to in writing by Customer and ConRes, this Agreement shall govern any and all goods (e.g. equipment, product, components, materials) utilizing the ConRes warehouse facility and subject to all the terms, provisions and conditions set forth herein.

Definitions

1. "Customer" means the customer, company or person named on this Agreement utilizing the ConRes warehouse facility and/or services through the warehouse facility.
2. "Customer Owned" means any Products already owned by Customer.
3. "Customer Purchased" means any Products which are purchased or intended to be purchased through ConRes.
4. "Products" means any third-party products which are Customer Purchased or Customer Owned and delivered to ConRes and then warehoused by ConRes for Customer in connection with an existing or future order or Services request.
5. "Services" means any services performed by ConRes for Customer on the Products while the Products are in the warehouse.

Warehousing Fees / Payment Terms / Invoicing:

1. FEE = **Reference Separate ConRes quote, order, or statement of work.**
 - a. To be invoiced in advance or in advance of each month if the fee is monthly; or,
 - b. Customer will be invoiced for Products upon delivery as defined in section 5.
2. Payment Terms = NET30 (Pending Credit Approval) unless otherwise agreed upon in writing.
3. Taxes.
 - a. Customer shall be responsible for the payment of any applicable Federal, state, and local taxes due in connection with this Agreement, except for corporate income taxes of ConRes. This shall include any taxes due at time of invoice or any taxes that may come due once the transaction is complete.
 - b. Such taxes will be added to each invoice, as may be required by law, and shall be paid by the Customer.
 - c. If the Customer claims an exemption from its obligation to pay any such taxes, it shall be Customer's responsibility to provide ConRes with a valid tax exemption certificate.
 - d. If the Customer is taxable then the Customer must either:
 - i. Customer can inform ConRes that they will self-assess, and no taxes will be invoiced. This will require an official letter or email that is signed/sent by an officer of the Customer preferably an officer in the TAX or Accounting department.
 - ii. Pay the applicable tax in advance with a written specification stating where the Products will be shipped to from our warehouse.

NOTE THE FOLLOWING:


- ⇒ Once invoiced this shipping list cannot be modified.
- ⇒ This is due to the TAX being collected and paid to the taxing authority in the specified jurisdiction.

Product Inventory:

1. Reference ConRes quote, order, or statement of work; or,
2. Separate exhibit with detailed Products list (if so provided).
3. ConRes will confirm that all Products received in the warehouse match the referenced quote, order, statement of work, or exhibit.

Warehousing NOTES: **GENERAL**

1. Upon expiration or termination of this Agreement, the Customer shall be responsible for arranging collection of its Products.
 - a. ConRes will continue to charge fees for all Products remaining in its warehouse (or otherwise not collected by the Customer).
 - b. Additionally - any Products that remain in the warehouse after the expiration or termination of the Warehouse Period and following 10 days written notice to the customer, ConRes shall be entitled at its option to either:
 - i. Remove Products and/or resell the Products.
 - ii. Destroy or dispose of the Products.
 - iii. Ship the Products to the Customer (at the customer's expense).
 - iv. Customer shall be responsible for all fees accrued to continue to warehouse the Products past the defined Warehouse Term and the Customer shall also be responsible for any costs to remove, resell, or dispose of the Products if the Customer fails to collect them.
 - c. The Customer shall indemnify and hold ConRes harmless from any and against all losses, costs, damages, and expenses whatsoever incurred or suffered by ConRes as a result of a breach of this representation and warranty.
2. ConRes shall not be liable to the Customer for any indirect or consequential loss or damage (including without limit any loss of profits, loss of revenue, liabilities incurred by the Customer to third parties, expenses related to time spent, loss of or damage to data or loss of goodwill) or any special loss or damage, costs, expenses or other claims for consequential compensation whatsoever incurred or suffered by the Customer and in every case howsoever caused or arising (and whether caused by negligence or misconduct of ConRes, its employees or agents, or otherwise).

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Additional Warehouse NOTES

1. In addition to the **Warehouse NOTES: GENERAL** the following **Warehousing NOTES** shall also apply based upon the Products being **CUSTOMER PURCHASED** or **CUSTOMER OWNED**.
2. Any inconsistency between the **Warehouse NOTES: GENERAL**, and the **Warehousing NOTES** for **CUSTOMER PURCHASED** or **CUSTOMER OWNED**, the **Warehousing NOTES** for **CUSTOMER PURCHASED** or **CUSTOMER OWNED** shall prevail.

Warehousing NOTES: CUSTOMER PURCHASED

1. ConRes shall bear the risk of loss and damage caused by Products stored by ConRes while in the custody or control of ConRes.
2. Products shall be deemed to have been delivered to the Customer's custody and control upon loading on the Customer's vehicle or the Customer carrier's vehicle(s). Customer shall be required to sign delivery documentation from time to time. Any claims for short delivery or any discrepancies must be made within 5 days of collection or delivery by ConRes. ConRes shall (acting reasonably) be entitled to assume that anybody signing on behalf of the Customer or upon delivery at the delivery address notified by the Customer is authorized to do so.
3. The Customer shall indemnify and hold ConRes harmless from any and against all losses, costs, damages, and expenses whatsoever incurred or suffered by ConRes as a result of a breach of this representation and warranty.

Warehousing NOTES: CUSTOMER OWNED

1. ConRes shall bear the risk of loss and damage caused by Products while in the custody or control of ConRes unless such loss or damage is the sole result of Customer's negligence.
 - a. ConRes' liability for loss or damage caused to the Products while in the custody or control of ConRes, shall not exceed the replacement value at wholesale level for each lost or damaged Product.
 - b. Notwithstanding, in no event shall ConRes' liability exceed the value of any compensation paid to ConRes by its insurers so long as that amount is at least equal to the replacement value at wholesale level for each lost or damaged Product.
2. The Products will be deemed to be in ConRes' custody and control when the Products are physically received for storage.
3. Products shall be deemed to have been returned to the Customer's custody and control upon loading on the Customer's vehicle or the Customer carrier's vehicle(s). Customer shall be required to sign delivery documentation from time to time. Any claims for short delivery or any discrepancies must be made within 5 days of collection or delivery by ConRes. ConRes shall (acting reasonably) be entitled to assume that anybody signing on behalf of the Customer or upon delivery at the delivery address notified by the Customer is authorized to do so.
4. The Customer represents and warrants to ConRes that the Products delivered by Customer for storage:
 - a. Will NOT in any way be dangerous, hazardous or of a combustible nature or be perishable goods.
 - b. Have been lawfully purchased through authorized sources.
 - c. Are in compliance with any Import & Export laws and regulations in all applicable geographies.
 - d. The Customer shall indemnify and hold ConRes harmless from any and against all losses, costs, damages, and expenses whatsoever incurred or suffered by ConRes as a result of a breach of this representation and warranty.