

AXIOM PREP
TRADING TERMS AND CONDITIONS OF SERVICE

1. **APPLICABILITY.** These Trading Terms and Conditions of Service (“**Terms**”) shall govern and apply to any and all Services, as that term is defined herein, which are provided by FCFBA, LLC, d/b/a Axiom Prep a limited liability company organized and existing under the laws of the State of Georgia (“**Axiom**”) and all shipments or deliveries which are made by or to Axiom on behalf of the Client. Trade custom, trade usage, past performance, and history of dealings are all superseded by these Terms and shall not be used to interpret or otherwise modify these Terms.
2. **ACCEPTANCE.** The Client accepts these Terms by: (i) signing and returning Axiom’s Quote; (ii) by acknowledgment through the Axiom Client Portal; (iii) by sending or authorizing any other individual or entity to send, any Goods or Merchandise to Axiom; (iv) by submitting instructions to Axiom or any third party to ship or send any Goods or Merchandise to Axiom; (v) by providing Axiom with the Client’s credentials for any Sales Platform Accounts; (vi) by Client paying Axiom for any Services; or, (vii) Client utilizing any Services provided by Axiom.

3. DEFINITIONS:

For the purposes of these Terms the following definitions shall apply:

- a. “**Axiom Client Portal**” shall be defined as the electronic gateway made available by Axiom to the Client through which a collection of digital files, services, and information is available and may be accessed over the Internet through a web browser or otherwise.
- b. “**Axiom Prep Center**” shall be defined as the Axiom facilities located at 367 Curie Drive, Alpharetta, GA 30005, but such location is subject to change upon reasonable advanced notice to Client.
- c. “**Carrier**” shall be defined as the shipping company utilized to make deliveries of any Goods or Merchandise on the Client’s behalf by Axiom.
- d. “**Client**” shall be defined as any individual or entity who sends Goods, as that term is defined herein, to Axiom for processing or creates an Axiom Client Portal for the purposes of utilizing any Services offered by Axiom.
- e. “**Customers**” shall be defined as the individuals or entities to whom the Client has sold Merchandise who then ship or otherwise deliver such Merchandise to Axiom.
- f. “**Goods**” shall be defined as the Merchandise which is received by Axiom from any Customers or other individual or entity on behalf of the Client which is to be processed by Axiom for the Client for sale on any Sales Platform, returned to Amazon FBA, or otherwise disposed of by Axiom for Client.

- g. **“FBA”** shall be defined as the service known as “Fulfillment by Amazon” which is a service offered by Amazon in which the Client participates which allows the Client to utilize certain Amazon fulfillment centers for making sales to the Client’s customers.
 - h. **“Merchandise”** shall be defined as any products, goods, or other items received by Axiom on behalf of the Client.
 - i. **“Purchasers”** shall be defined as the individuals or entities who buy the Goods which have been delivered to Axiom for the benefit of the Client for resale on eBay, Etsy, or through another Sales Platform Account, as may be approved by the Client.
 - j. **“Quote”** shall be defined as the document provided to Client by Axiom which outlines the fees for the Services to be provided by Axiom to Client.
 - k. **“Sales Platform Account”** shall be defined as any site on which Axiom will receive returned Goods on behalf of the Client and/or any platform on which Axiom will list for sale the Good or products of Client for sale, including, but not limited to, Etsy, eBay and Amazon.
 - l. **“Seller Central”** shall be defined as the portal for accessing the Client’s Amazon seller account.
 - m. **“Services”** shall be defined as all labor, services, work, materials and other incidentals which are required or otherwise provided by Axiom to process the Goods of the Client and as may further be defined in the onboarding letter and/or quote provided by Axiom to the Client.
 - n. **“Welcome Letter or Initial Letter”** shall be defined as the document provided by Axiom to Client outlining the specific Services which shall be provided by Axiom to the Client. This Letter is subject to change upon notice from Axiom to Client as may be posted in the Axiom Client Portal or otherwise delivered to Client.
4. **SCOPE OF WORK.** Axiom will provide the services as provided in the Welcome Letter to the Client. The Parties may, from time to time, amend this Scope of Work, by Axiom posting a notice of change in the Scope of Work in the Axiom Client Portal and providing Client with reasonable advanced notice of such changes. Axiom Prep will process reimbursements in strict compliance with Amazon's terms of service, specifically in accordance with Amazon’s FBA Inventory Reimbursement Policy for: Customer Return Claims and Removals Claims.
5. **ACCESS TO SALES PLATFORM ACCOUNTS.** The Client hereby agrees that they shall provide Axiom with requested access to all of the Client’s Sales Platform Accounts on which the Client authorizes Axiom to provide Services for their behalf, including but not limited to Etsy, eBay, Walmart and Amazon accounts (collectively, as defined above, **“Sales Platform Accounts”**). Specifically, Client shall provide Axiom access to the Client’s Seller Central portal on Amazon, as an authorized user to act on behalf of the Client. Axiom will operate, or cause to be operated, each Sales Platform Account, which shall feature the

Client's name and any identifying trademarks for the benefit of Client. Axiom shall, consistent with the provisions of the Initial Letter, determine, in their reasonable discretion, the design, functionality, aesthetic and content of any Sales Platform Accounts and any material changes thereto, but will take into consideration the Client's requests and preferences in this regard; provided that if the Client notifies Axiom that it objects, in its reasonable discretion, to any design or content on any of the Client's Sales Platform Account, then Axiom shall promptly remove or modify, or cause to be removed or modified, such design or content and the Parties shall work in good faith on mutually agreed upon design, functionality and aesthetics of the Sales Platform Accounts. The Client shall provide Axiom with the price for all Goods to be sold on the Sales Platform Accounts. The Axiom agrees that it will not create, develop or maintain any Sales Platform Accounts for the benefit of Client without the express prior authorization of the Client. Axiom Prep will access and utilize Client's Sales Platform Accounts to the extent necessary to perform the agreed-upon duties. This access is granted solely for the purpose of fulfilling the services outlined in our agreement. All employees and workstations at Axiom will be monitored by supervisors to ensure compliance and security. Monitoring will include screen recording, visual monitoring, and the generation of usage and security reports. Upon the client's request, Axiom will provide the names of the employees who access the Client's Sales Platform Accounts.

Required Permissions for FBA Shipments and Reimbursements:

- **Fulfillment Programs:** View and Edit
- **Inventory Planning:** View and Edit
- **Manage FBA Inventory and Shipments:** View and Edit
- **Image Uploading:** View and Edit
- **Fulfillment Reports:** View
- **Manage Your Cases:** View and Edit

For instructions on Amazon Authorization visit: [Axiom Prep Client Dashboard](#)

For instructions on eBay Authorization visit: [Axiom Prep Client Dashboard](#)

6. RELEASE FOR LIABILITY FOR USE OF THE SALES PLATFORM ACCOUNTS.

Client, on behalf of himself individually, and any heirs, assigns, employees, officers, directors, shareholders, members, managers, employees, Customers, Purchasers, successors, representatives, attorneys, or agents (herein collective "**Client Releasing Parties**") does hereby release and forever quitclaim and discharge Axiom and their heirs, attorneys, trustees, affiliates, predecessors, successors, representatives, insurers, assignees, principals, agents, employees, employers, officers, managers, directors, members, companies, administrators, and all persons or entities acting by, through, or in any way on behalf of Axiom or for whom Axiom may have been acting (hereinafter "**Axiom Released Parties**") from any and all claims, debts, defenses, fees, fines, liabilities, costs, attorney's fees, actions, suits at law or equity, demands, contracts, expenses, damages, whether general, specific or punitive, exemplary, contractual or extra-contractual, and causes of action of any kind or nature which the Client Releasing Parties may now have or claim to have against the Axiom Released Parties (hereinafter "**Claims**") in relation to the use of the Client's Sales Platform Account, or any other obligations, including without limitation all Claims which in any way, directly or

indirectly, or in any other way arises from or connected with the Services provided by Axiom to Client or Purchasers through the Client's Sales Platform Accounts.

- a. Waiver of Liability for Negative Feedback/Review.** For the avoidance of all doubt the Client and the Client Released Parties hereby specifically and unequivocally release the Axiom Released Parties for any liability for any Claims or otherwise which may be related to any negative feedback or reviews which may be left on one or more of the Client's Sales Platform Accounts, including any negative action which may be taken against the Client or the Client's Sales Platform Account by the host of such Sales Platform Account, including, but not limited to, any temporary or permanent suspension of Client's use of the Sales Platform Account, the temporary or permanent reduction in the Client's ability to use the Sales Platform Account, and/or any fines or increase in fees or charges which may be levied against the Client by the host of the Sales Platform Accounts.
- b. Waiver of Liability for Mislabeled or Misbranded Goods.** For the avoidance of all doubt, the Client Released Parties hereby specifically and unequivocally release the Axiom Released Parties for any liability for any Claims or otherwise which may be related to an error in any posting or listing on any Sales Platform Accounts by Axiom. The Client acknowledges and agrees that Axiom may rely upon all boxes, branding, labels, and packaging found on any of the Goods in making any posting on any Sales Platform Accounts. The Client specifically assumes any and all responsibility for all such boxes, branding, labeling, and packaging found on or for any of the Goods sent to Axiom. Moreover, Client agrees that they shall check any listing made by Axiom on all Sales Platform Accounts for accuracy and if any discrepancy exists between the listing and the Goods, it shall be the Client's responsibility to promptly notify Axiom. The Client's failure to notify Axiom of any discrepancy or error shall release Axiom from any liability for such discrepancy or error in the listings.
- c. Waiver of Liability for Account Health.** For the avoidance of all doubt, the Client Released Parties hereby specifically and unequivocally release the Axiom Released Parties for any liability for any Claims or otherwise which may be related to the "account health" of any of the Client's Sales Platform Accounts. For purposes of these Terms, "account health" shall mean the status of the Client's account with the host of the Sales Platform Account.

- 7. RELEASE FOR LIABILITY FOR SECURITY BREACHES.** Axiom agrees to implement and maintain policies, procedures, technical, physical, and administrative safeguards designed to maintain the security and confidentiality of all information received from the Client, including, but not limited to the Client's login information for all Sales Platform Accounts, however Axiom cannot control the access or security on such third party platforms. The Client acknowledges and agrees that Axiom shall not be responsible for the privacy practices or security of any Sales Platform Accounts. The Client Releasing Parties hereby releases the Axiom Released Parties from any and all Claims or liability which may be related to any security breach, loss of data, or irreparable damage, including but not limited to monetary loss or injury to Client's reputation, that may occur as a result of the

Client's use of any Sales Platform Accounts. The Client Releasing Parties agree to indemnify and hold harmless the Axiom Released Parties, as that term is defined herein, from any data loss or other damages which may occur as the result of the use of any Sales Platform Accounts, regardless if such loss or damage is alleged to have occurred as a result of the intentional acts or negligence of Client, any Axiom Released Party, or any third party.

- 8. SHIPPING COSTS AND INSURANCE.** All shipping labels for any Goods sent to Purchasers or back to any Sales Platform Account hosts are generated through the Client's Sales Platform Accounts. Where applicable, the Client has selected the means and method by which any shipments are sent, including, but not limited to, whether the Client would like for any shipments to be made with insurance that may be provided by any carrier. The Client will be solely responsible for making the election to ship any Goods or Merchandise with or without insurance and indicate so on their Sales Platform Accounts. Axiom will, where applicable, provide shipping materials only to facilitate any required shipment. Axiom does not provide any insurance or any other warranty or guarantees for any shipments, and the Client has agreed to accept all responsibility for insuring any shipments. Where applicable, the Client may receive an invoice from the host of the Sales Platform Accounts for the shipping of any Goods or Merchandise. The Client acknowledges and agrees that the Client is solely responsible for any and all costs associated with all shipments and insurance which may be prepared and sent by Axiom on the Client's behalf.
- 9. RELEASE OF LIABILITY FOR DAMAGES IN SHIPMENT:** The Client Releasing Parties hereby expressly and unequivocally release the Axiom Released Parties from any liability relating to any Claims related to lost packages, damage to any packages in shipment, or any missing parts or components that may occur during transportation of any Goods from Axiom's Prep Center or other location to the destination as requested by Client or the Purchaser. Client further agrees to hold the Axiom Released Parties free from any liability, including financial responsibility, for any damages or loss to any Goods or shipment incurred, regardless of whether damages or loss are caused by the alleged negligence on the part of the Axiom Released Parties and/or the Carrier utilized by Axiom, as Client selected the shipping method through their Sales Platform Accounts. Client's sole and exclusive remedy for any packages lost or damaged in shipment shall be against the Carrier and subject to any insurance that the Client may have elected to purchase. If the Client has not elected to purchase insurance with the Carrier, the Client shall assume all risk for all shipments of Goods or Merchandise. If the Client would like Axiom to purchase insurance for any shipment sent by Axiom to any Purchasers through the Carrier, Client must specifically advise Axiom of which shipments should be insured and agree to assume responsibility for the cost of such insurance. Client hereby acknowledges and agrees that Client shall look exclusively to such insurance or the Carrier for any losses or claims of damage for any Goods alleged to have been damaged in shipment.
- 10. INTELLECTUAL PROPERTY DISCLOSURE.** Client warrants that all Merchandise and Goods do not and shall not infringe on the patent, trademark, copyright, trade secret or other intellectual property rights (collectively "**Intellectual Property**") of a third party. Client hereby acknowledges and agrees that Client will not deliver to Axiom any products for sale on behalf of Client which Client knows or has been advised may be subject to an Intellectual

Property infringement claim. Client agrees to fully disclose to Axiom any claims or allegations of Intellectual Property infringement related to any Goods which have been delivered to Axiom for sale to Purchasers.

11. **INTELLECTUAL PROPERTY INDEMNITY.** To the fullest extent permitted by law, Client shall defend, indemnify, and hold the Axiom Released Parties harmless from and against any and all claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods provided to Axiom for sale or transportation under these Terms. If Axiom's sale or delivery of any Goods or Merchandise provided by Client is enjoined based on an Intellectual Property infringement claim, Client shall, at its own expense, either procure for Axiom the right to continue to sell or transport the Goods or Merchandise or, Client shall, at the election of Axiom, and at Client's sole expense, arrange for the infringing Goods or Merchandise to be picked up from Axiom or otherwise destroyed. This indemnity clause shall survive the termination of these Terms.

12. **ACCOUNTING INFORMATION.** Axiom shall prepare and provide to Client an interactive and regularly updated inventory information for all of the Client's Goods which Axiom has in its possession for sale. This inventory shall be available through the Axiom Client Portal.

13. **CHARGES/BILLING.**

a. The charges associated with the use of our services are provided on the pricing sheet that the client receives electronically. The client will also receive any updates to Axiom Prep's pricing structure to the email address stored on file. It is the responsibility of the client to update Axiom Prep with current contact information. By engaging with our services, the client agrees to pay the assigned fees outlined in the pricing sheet. However, it is important to note that additional fees may apply as appropriate, which may include but are not limited to:

1. **Cost of Boxes:** Fees associated with the procurement and use of boxes for packaging purposes.
2. **Additional Storage/Pallet Storage:** Charges incurred for additional storage space or pallet storage beyond the allotted space included in the standard service package.
3. **Admin Fees:** Administrative fees related to processing, documentation, or other administrative tasks deemed necessary for the provision of services.
4. **Holding Fees:** Fees applied for the storage or holding of inventory beyond the agreed-upon timeframe.
5. **Transfer Fees:** Charges associated with the transfer of inventory between locations or facilities.
6. **Shipping Label Generation Fees:** Fees for the generation and provision of shipping labels for outgoing shipments.

- b. Additional charges may be owed by the Client as provided in the pricing sheet, or as otherwise provided by Axiom to the Client in advance for any additional Services which may be provided on the Client's behalf.
- c. Axiom bills on the first day of each month and will send Client an electronic invoice to the email address on file for Client. All invoices are due within ten (10) days from the date of the invoice. The Client is responsible for updating their email address with Axiom Prep as needed. Failure to pay any invoice as and when due shall result in the Client's account with Axiom being in default. Such default shall result in Axiom ceasing to provide any further Services to Client until the account is no longer in default. See 16. Payment Terms and Inventory Handling.
- d. Axiom shall assess interest on all invoices at the rate of eighteen percent (18%) per annum for all invoices which remain unpaid after thirty (30) days from the invoice date.
- e. All reasonable costs of collection incurred by Axiom in attempting to collect the past due indebtedness of any Client, including out-of-pocket expenses, insufficient funds expenses, administrative and record-keeping costs, reasonable attorney's fees, and all service charges and costs shall be the responsibility of the Client.

14. WAIVER OF WARRANTY: EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL SERVICES TO BE PROVIDED BY AXIOM HEREUNDER ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. CLIENT RECOGNIZES THAT THE "AS IS" CLAUSE OF THIS AGREEMENT IS AN IMPORTANT PART OF THE BASIS OF THIS AGREEMENT, WITHOUT WHICH AXIOM WOULD NOT HAVE AGREED TO ENTER INTO THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, AXIOM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, TERMS OR CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PROFESSIONAL SERVICES, INCLUDING ANY, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT REGARDING THE SERVICES PROVIDED HEREUNDER SHALL BE DEEMED A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF AXIOM WHATSOEVER. IN NO EVENT SHALL AXIOM BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO: LOST PROFITS; REVENUE OR SAVINGS; WAIVER BY CLIENT, WHETHER INADVERTENT OR INTENTIONAL, OF CLIENT'S ATTORNEY-CLIENT PRIVILEGE THROUGH CLIENT'S DISCLOSURE OF LEGALLY PRIVILEGED INFORMATION TO AXIOM; OR THE LOSS, THEFT, TRANSMISSION OR USE, AUTHORIZED OR OTHERWISE, OF ANY DATA, EVEN IF CLIENT OR AXIOM HAVE BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, AXIOM'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LAST TWO (2) MONTHS OF FEES PAYABLE BY CLIENT UNDER THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT THE COMPENSATION PAID BY IT UNDER THIS AGREEMENT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT AXIOM WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. THIS PARAGRAPH SHALL NOT APPLY TO EITHER PARTY WITH RESPECT TO A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS.

The Parties specifically acknowledge and agree that the limitation of liability contained herein is not intended to act as a penalty, but rather are solely intended to compensate for damages which may otherwise be uncertain. This is the Client's only remedy regardless of the legal theory used to establish or otherwise may be used to find Axiom liable.

15. **RISK OF LOSS.** Client assumes all risk of loss for Goods and Merchandise, including casualty loss, prior to and after delivery of the Goods or Merchandise to Axiom. Client specifically releases Axiom from any and all liability for any Goods or Merchandise which may be lost, damaged, or otherwise while in the possession of Axiom or stored at the Axiom Prep Center. The Client understands and acknowledges that if the Goods or Merchandise are damaged, lost, stolen, or destroyed for any reason or by any cause, including but not limited to acts of God, nature, weather, fire, theft, or otherwise, the Client's only recourse will be through any insurance which the Client has secured to cover, at Client's sole expense, for such Goods or Merchandise.

16. PAYMENT TERMS/INVENTORY HANDLING

- a. Axiom Prep Center values transparency and clarity in our business dealings with clients. As such, we would like to outline our payment terms and procedures for handling inventory in accordance with our Terms of Service:
- b. **Payment Due Date:** Clients are required to make payments within 10 days of receiving an invoice from Axiom Prep Center. Failure to do so may result in the following actions:
- c. **Discontinuation of Services:** If payment is not made within 30 days, Axiom Prep Center reserves the right to discontinue the processing of new inbound inventory and halt all order fulfillment across all platforms.
- d. **Additional Storage/Holding Fees:** Clients understand that additional storage or holding fees may apply to items that Axiom Prep Center is required to store after 30 days of an unpaid invoice.
- e. **Disposal of Inventory:** After 60 days of nonpayment, Axiom Prep Center at its own discretion may dispose of the client's inventory. This includes items that are abandoned, unclaimed, or deemed unsuitable for return to the seller.

- f. Identification of Packages:** Clients are responsible for providing appropriate identifying information on packages sent to Axiom Prep Center, such as client name or client business name. Failure to do so may result in delays or difficulties in processing inventory.
- g. Claiming Inventory:** Clients have 30 days to claim any inventory that arrives without identifying information. It is the responsibility of the client to make Axiom Prep aware of any inventory that arrives without the client's identifying information. After this period, Axiom Prep Center reserves the right to dispose of the inventory.
- h. Additional Fees:** Clients understand that additional storage fees and handling fees may apply to process or forward inventory to another location should the client claim the inventory after the initial 30-day period.
- i. Return of Inventory to Client's Home:** If a client wishes to have inventory returned to their home, it is their responsibility to provide Axiom Prep with an appropriate return address. Additionally, the client will be charged an associated pick and pack fee, to be determined by Axiom Prep, in addition to a shipping label generation fee, also determined by Axiom Prep. Please note that if the client fails to make payment after receiving the final invoice within 14 days, additional storage fees will apply. If the client fails to make payment within 30 days of the final invoice Axiom Prep reserves the right to dispose of the inventory.
- j. Non-Acceptance of Grocery Items:** Axiom Prep does not accept any grocery items for storage or handling. Any grocery items received by Axiom Prep will be disposed of at the expense of the client. It is the responsibility of the client to ensure that no grocery items are included in shipments sent to Axiom Prep.
- k. Refusal of Dangerous or Inappropriate Goods:** Axiom Prep reserves the right to refuse any goods that are deemed to be dangerous or inappropriate for storage or handling. Such items may include but are not limited to hazardous materials, flammable substances, illegal goods, or items that pose a safety risk to our staff or facilities. The client will have the option to arrange for the disposal of the goods at their expense or to have the goods returned to them at their expense.
- l. Cancellation of Services:** Axiom Prep reserves the right to terminate services with any client at any time, for any reason. In the event of termination, Axiom Prep will provide the client with written notice of termination and will cease providing services promptly thereafter. In the event of cancellation of services by Axiom Prep or the client, the following terms apply:

- m. Immediate Cessation of Services:** Axiom Prep reserves the right to immediately cease processing inventory and fulfilling orders across all platforms upon cancellation of services.
- n. Responsibilities of the Client:** The client is responsible for immediately removing all listings created by Axiom Prep and revoking any user permissions granted to Axiom Prep across all platforms.
- o. Return of Inventory:** The client is responsible for all pick and pack fees, boxes, and shipping label generation fees required to return their inventory to the address provided by the client. These fees will be determined by Axiom Prep.
- p. Shipment of Inventory:** Axiom Prep will ship out the client's inventory following receipt of payment and resolution of all outstanding balances.
- q. Disposal of Inventory:** If payment of the final invoice is not received within 30 days, Axiom Prep reserves the right to dispose of the client's inventory.
- r. Request for Return of Disposal Inventory:** If a client wishes to have any inventory listed under the "Disposal" tab returned to their home, they must make Axiom Prep aware within 30 days of the item being processed. The client must provide an appropriate address for the item(s) to be shipped to. If no claim is made for inventory listed under the "Disposal" tab within 30 days of the item being processed by Axiom Prep, Axiom Prep reserves the right to dispose of the inventory.
- s.** By utilizing Axiom Prep Center's services, clients acknowledge and agree to abide by these payment terms and inventory handling procedures outlined in our Terms of Service.

17. **DISPOSAL MANIFEST** Axiom Prep will provide a Disposal Manifest upon the client's request, confirming that specified inventory items have been disposed according to applicable laws and standards.

18. **WAIVER FOR RISK OF LOSS.** Client acknowledges and agrees that Axiom has made no warranty or representation of any kind regarding the storage or security of the Goods or Merchandise which are sent to the Axiom Prep Center. The Client further acknowledges and agrees that Axiom will have no responsibility for the safekeeping of the Goods or Merchandise and that such storage does not create any related obligations on the part of Axiom. The Client agrees to assume full responsibility for, and risk of, property damages for all Goods which may be stored at Axiom's Prep Center or otherwise held by Axiom.

19. **RELEASE FOR RISK OF LOSS.** The Client does hereby release, acquit, forever discharge, and covenant not to sue any Axiom Released Parties, as previously defined herein, from any and all liability to Client for any Claims related to the loss, theft, damage (including mold or mildew), destruction, claim, demands, costs, and expenses (including attorney fees),

in connection with the Client's Goods or Merchandise which may be stored at Axiom's Prep Center or otherwise held by Axiom.

20. **WAIVER OF RIGHTS UNDER BAILMENT LAW.** Client hereby specifically and unequivocally waives any rights they may have and release Axiom from any obligations that they may have under the laws which may pertain to the safety and keeping of property under any applicable laws which pertain to bailment, specifically as may be contained in O.C.G.A. §44-12-40 et seq., including, to the extent such may apply, but not limited to O.C.G.A. §44-12-43, §44-12-44, §44-12-64, and §44-12-112. Axiom shall have no duty of diligence or other liability for any Goods or Merchandise, even if any such Goods or Merchandise are lost or damaged and the loss or damage was a consequence of Axiom's negligence.
21. **INSURANCE.** Client shall maintain property damage, liability insurance, insurance against loss, theft, or damage to the Goods and Merchandise in an amount no less than the Casualty Value of the Goods or Merchandise, or in such other amount as may be acceptable to Client with each such insurance policy naming Axiom as an additional insured thereof. Client shall provide Axiom with a Certificate of Insurance upon request. Client acknowledges and agrees that Axiom will not insure the Goods or Merchandise against damage, theft, casualty, or loss of any kind.
22. **TIME TO BRING SUIT; VENUE; GOVERNING LAW.** Any lawsuit or other legal proceeding arising out of or relating to these Terms, whether based upon contract, tort, negligence, or otherwise, must be brought no later than one year from the date of the event which caused the loss, or damage or the shortest period of time allowed by law. These Terms and any other agreements by and between the Parties are made and entered into in Forsyth County, Georgia. Any legal proceeding arising out of or relating to these Terms or any other agreements between the Parties must be brought in the Courts of Forsyth County, Georgia. The Parties specifically acknowledge and agree that the laws of the State of Georgia shall govern and apply to these Terms and any other agreements between the Parties regardless of choice-of-law rules.
23. **SURVIVAL.** Any provisions of these Terms that impose continuing obligations upon a Party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of the business relationship between the Parties, shall remain in force and effect after such expiration or termination for so long as intended.
24. **ENTIRE AGREEMENT.** It is agreed by the Parties hereto that the terms, covenants and conditions of these Terms shall prevail in the event of any conflict, inconsistency or ambiguity between these Terms and any other agreement, instrument or document to which Axiom and Client are a party. These Terms contain the entire written understanding between them respecting the subject matter herein. There are no representations, agreements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of these Terms which are not fully expressed herein.
25. **AMENDMENTS.** These Terms may not be amended, modified or supplemented except in a writing by Axiom with notice provided to the Client. No trade custom, trade usage, past

performance, or history of dealings between the Parties shall supersede these Terms and shall not be used to interpret or otherwise modify these Terms.

26. **NOTICES.** All notices required or permitted herein shall be given in writing and shall be delivered if to Client, via the Client Portal, otherwise via an independent courier company, overnight delivery with tracking, sent by certified or registered mail, return receipt requested, postage prepaid and addressed to the Parties at the addresses set forth below or at such other addresses as may be designated in writing from time to time by a party hereto to the other party hereto:

If to Axiom: Attn: Kevin M. Cleveland, 367 Curie Drive, Alpharetta, GA 30005

If to Client: The Client's address as found in the Axiom Client Portal

(or such other addresses as may be furnished by the Parties.)

All notices, properly addressed and sent in accordance with this Section, shall be deemed delivered three business days after such notice has been placed for delivery with an approved carrier, or the date of confirmed delivery, whichever occurs sooner.

27. **WAIVER.** No failure on the part of either Party hereto to exercise, and no unreasonable delay by either Party hereto in exercising, any right hereunder, shall operate as a waiver hereof, nor shall any single or partial exercise of any right by either party hereto exclude any other or future exercise thereof or the exercise of any other right. To be effective, all waivers must be in writing and signed by an authorized officer of the Party to be charged. Client specifically waives any claims or cause of action for fraud in the inducement or execution related hereto.
28. **SEVERABILITY.** Whenever possible, each provision of these Terms shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of these Terms or any application thereof is determined to be illegal, invalid or unenforceable in any respect under present or future laws in effect during the duration of these Terms, the legality, validity or enforceability of the remaining provisions of these Terms shall not be affected thereby, and in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of these Terms a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid and enforceable. Neither Party shall assert or claim that these Terms or any provision hereof is void or voidable if such Party performs under these Terms without prompt and timely written objection.
29. **INTERPRETATION; CONSTRUCTION.** The captions are for convenience of reference only and have no force in the interpretation or construction of these Terms. The neuter includes the masculine or feminine gender, and the singular includes the plural wherever the context requires. Each term of these Terms is a condition to be fully performed. The rule of construction that ambiguities are resolved against the drafting party does not apply in interpreting these Terms.

30. AUTHORIZED SIGNATORIES; ELECTRONIC AND DUPLICATE COPIES. The individuals signing any documents or agreements on behalf of Client are authorized signatories, and have the full power to enter into such agreements and accept these Terms on behalf of Client, and to make the representations and warranties contained in these Terms or any other agreement. Delivery of any signed agreement or document by facsimile or other electronic means is as binding as delivery of an originally signed document or agreement. These Terms and any other agreement or documents arising out of or relating to these Terms may be delivered, stored, or reproduced by electronic or mechanical means. An electronic version of these Terms or any other agreement between the Parties is legally equivalent to the original for all purposes, including litigation. Any agreement or document between the Parties may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.