

INSTALLATION VENDOR AGREEMENT

This **INSTALLATION VENDOR AGREEMENT** (this “**Agreement**”) is entered into this ___ day of _____, 202__ by and between _____, a _____ having its principal place of business located at _____ (“**Vendor**”) and **PALLET RACK AVENGER.COM, INC.**, a Florida corporation, and **ALLPOINTS WAREHOUSING EQUIPMENT COMPANY. dba GOT-RACK.COM**, a Florida corporation, both having its principal place of business located at 5210 Causeway Blvd., Tampa, Florida 33619 (collectively, the “**Company**”).

Background

- A. "The Company" manufactures and sells warehouse material handling equipment and systems.
- B. Vendor is engaged in the business of providing installation and tear down services for warehouse material handling equipment and systems.
- C. Vendor and "the Company" desire to enter into an agreement for the purpose of setting forth the terms and conditions upon which Vendor will perform certain installations or tear downs of warehouse material handling equipment and systems for "the Company" customers.

Terms and Conditions

For the reasons described above, in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, Vendor and "the Company" hereby agree as follows:

1. **Scope of Work.**

1.1 **The Work.** Vendor agrees to perform all of the installation work (the “**Work**”) set forth on any Purchase Order (“**PO**”) issued by "the Company" and accepted by Vendor and all Work set forth on any Change Orders related to such PO and issued in accordance with Section 1.3. Except for materials to be provided by "the Company", as set forth in the PO or any applicable Change Order, Vendor agrees to provide all labor, materials, supervision, equipment, machinery, tools, security, transportation, disposal, and any other items necessary to timely and fully complete the Work. Vendor shall perform all Work in strict compliance with the specifications set forth in this Agreement, the PO and any applicable Change Order. Vendor shall perform certain duties before, during and at the end of every project as set forth in the PO and any applicable Change Order. Such duties include, but are not limited to, taking a beginning inventory, building a sample bay or unit per the print, and having the "the Company" customer sign and date certain documents. If Vendor fails to perform any aspect of the Work as set forth in this Agreement, the PO or any applicable Change Order, Vendor’s compensation will be reduced by the amount of any additional charges incurred by "the Company" to correct such Work. In

addition, if Vendor performs any installation activity knowing it involves a recognized error, inconsistency or omission, Vendor shall assume responsibility for such performance and shall bear all costs for correcting such errors, inconsistencies, or omissions affecting the Work.

1.2 **Time of Commencement and Completion.**

1.2.1 Vendor shall begin the Work as set forth in the applicable PO, and subject to authorized adjustments, Vendor shall complete the Work not later than the completion date set forth in the applicable PO. If Vendor fails to timely perform the Work, Vendor shall be liable to "the Company" for all damages and deadline penalties occasioned by such failure.

1.2.2 If performance by Vendor is prevented or delayed as a direct result of riot, insurrection, fire, act of God, operation of law, governmental regulation or order affecting the Company, or any other cause beyond Vendor's control, an extension of one (1) working day in the time limited for completion of the Work will be allowed to Vendor for each working day lost due to such cause, provided Vendor, within one (1) day after the beginning of such delay, gives written notice to "the Company" of such delay and the reason for it. Such causes shall not include a strike or other work stoppage due to picketing or a labor dispute of any kind by any workers performing the Work.

1.2.3 "The Company" shall not be liable to Vendor for any claims of any nature resulting from delays caused by "the Company", and the parties agree that Vendor's sole remedy in such event shall be an extension of time to complete the Work.

1.3 **Change Orders.** "The Company" may order changes in the Work ("**Change Orders**") consisting of additions, deletions or modifications, which may result from conditions or circumstances brought to "the Company"'s attention by Vendor. In such circumstances, the Vendor's compensation and time for completion will be adjusted pursuant to the Change Order. All Change Orders shall be written and signed by "the Company" and Vendor before Vendor commences the Work set forth in the Change Order.

1.4 **Safety Precautions.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall take all necessary precautions for the safety of, and shall provide all necessary protection and training to prevent damage, injury or loss to (i) all employees involved with the Work and other persons who may be affected thereby, (ii) all the Work and all materials and equipment installed (or to be installed) by Vendor or performed by Vendor, and (iii) other property at the installation site or adjacent thereto. Vendor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. All accidents related to personnel or equipment must be reported to "the Company" immediately. If Vendor allows unsafe work practices to occur, "the Company" may suspend Vendor from completing the Work.

1.5 **Conditions at the Installation Site.** At all times, Vendor shall keep the installation site free from accumulation of waste, materials or rubbish caused by Vendor's

operations and shall at all times keep and maintain a neat and orderly work area as required by "the Company". At the completion of the Work, Vendor shall remove all such waste, materials and rubbish from and about the installation site, as well as Vendor's tools, installation equipment, machinery and surplus materials. If Vendor fails to comply with the provisions of this Section, upon two (2) days' written notice, "the Company" may, at its option, remove or cause to be removed the waste, materials or rubbish or Vendor's tools, installation equipment, machinery and surplus materials, and any costs incurred by "the Company" in such removal shall be an offset against and reduce amounts due Vendor under this Agreement.

1.6 **Damage at the Installation Site.** Vendor shall be responsible for all damage to the installation site, building contents, customer lift equipment, "the Company" lift equipment, rental lift equipment, and all other damage caused by the negligence or misconduct of Vendor or Vendor's employees or agents. The cost of repair or replacement caused by such damage shall be an offset against and reduce amounts due Vendor under this Agreement. Vendor shall report all damage to "the Company" immediately, and "the Company" will document all damage.

1.7 **Vendor's Conduct at Installation Site.** All employees and agents of Vendor who perform the Work at the installation site shall conduct themselves in an appropriate manner and shall present themselves as a "the Company" at all times while performing the Work. At no time shall the Vendor accept any compensation for any additional work requested by the Customer that is not on the PO. If a Customer requests additional work not represented in the PO, the Vendor must contact the Project Manager at "the Company" immediately.

1.8 **Quality Standards.** Vendor agrees to furnish efficient business administration and supervision, to furnish at all times an adequate supply of properly qualified workers and proper quality materials, and to perform the Work in the best way and in the most expeditious manner consistent with the interests of "the Company" and the customer and to insure that the "the Company" customer receives a quality installation. Vendor agrees to furnish all materials and to perform the Work in a good and workmanlike manner and in compliance with all applicable federal, state and local laws, rules, regulations and requirements.

2. **Vendor's Compensation and Payment.**

2.1 **Compensation.** In consideration of Vendor's performance of the Work and subject to "the Company"'s full satisfaction and acceptance of the Work, "the Company" shall pay to Vendor an amount equal to the compensation set forth on the applicable PO, plus or minus any applicable adjustments to Vendor's compensation due to a Change Order, and plus applicable sales, consumer, use and other similar taxes (collectively, the "**Vendor's Compensation**"). Vendor's Compensation may only be changed by a written Change Order signed by the parties in accordance with Section 1.3. Notwithstanding any provision of this Agreement to the contrary, "the Company" may withhold payments or set off payments to Vendor on account of: (i) defective Work which is not remedied, (ii) violation or deadline penalties assessed to "the Company", (iii) failure of Vendor to make payments properly to its agents or subcontractors, if any, or for labor, materials or equipment, (iv) damage to the installation site, building contents, customer lift equipment, "the Company" lift equipment, rental lift equipment, and all other

damage caused by the negligence or misconduct of Vendor, its employees or agents, or (v) failure to timely carry out the Work in accordance with this Agreement.

2.2 **Payment of Compensation.** After Vendor completes the Work set forth in a PO and any applicable Change Order, Vendor shall submit the following to "the Company":

(a) An invoice for the Work set forth on the PO and Change Order, if any. Such invoice shall include a description of such Work and the location of the installation site and must match the total compensation set forth on the PO and applicable Change Order, if any.

(b) Signed and dated drawings of the samples built.

(c) No less than 10 Photos of completed installation to be submitted to the Project Manager at "the Company" or its assignee. Pictures need to include all material including: uprights, beams, foot plates, rack repair etc. and any and all related installation material associated with the project PO.

(d) Daily customer sign off sheet filled out completely and signed and dated by the Customer. "the Company" will provide the customer sign off sheet to Vendor.

(e) Final customer sign off sheet filled out completely and signed and dated by the Customer. Customer must check the box on the sign off sheet that indicates that the Work is one hundred percent (100%) complete. "the Company" will provide the customer sign off sheet to Vendor.

"The Company" shall process Vendor's Compensation ten (10) days after it receives all the information set forth above. "the Company" shall then issue a check for the amount of Vendor's Compensation on the next succeeding Friday and Vendor may pick up such check on the following Monday.

3. **Independent Contractor.**

3.1 The parties agree that the relationship of Vendor to "the Company" shall be that of an independent contractor. Nothing contained herein or inferable here-from shall be deemed or construed (a) to make Vendor the agent, servant, or employee of "the Company", or (b) to create any partnership, joint venture, or other association between Vendor and "the Company". Any provision of this Agreement which may appear to give "the Company" the right to direct Vendor as to the details of doing the Work or to exercise any measure of control over the Work shall mean only that the Work is being performed and results accomplished by Vendor according to the terms of this Agreement, the PO, and the Change Order, if applicable.

3.2 Vendor shall pay all employment, payroll, and employee withholding taxes imposed upon it as an employer in connection with the performance of this Agreement and will furnish evidence, when required by "the Company", showing that all such payments required to be made have been paid. If Vendor does not present such evidence, "the Company" may pay

such amounts and offset or reduce such amounts from amounts due Vendor under this Agreement.

4. **Subcontractors.** Vendor shall furnish to "the Company" the name, address, bid and description of services for any subcontractor that Vendor intends to utilize in connection with the Work. All such subcontractors shall be subject to the prior approval of "the Company". The subcontracting of any of the Work shall not relieve Vendor of any of its liabilities or responsibilities under this Agreement. All subcontractors must be properly licensed by all governmental agencies or other regulatory authorities having jurisdiction over the Work. If, at any time, "the Company" objects to a subcontractor, based on the subcontractor's performance of the Work, behavior, acts or omissions upon the customer's premises, such subcontractor will be promptly terminated by Vendor and removed from the installation site. Vendor is liable for all claims and damages arising from the acts or omissions of any subcontractor or its employees or agents.

5. **Warranties.**

5.1 Vendor warrants to "the Company" that all Work will be free from faults and defects, and that all Work will be in conformance with this Agreement, the applicable PO and Change Order, if any. Any Work not conforming to these requirements shall be considered defective.

5.2 Vendor guarantees and warrants the Work against all defects of workmanship, and guarantees that such Work shall be in strict compliance with this Agreement, the PO and the Change Order, if applicable, for the period of time specified in the PO and Change Order. If no guarantee is called for in the PO or by the Change Order, Vendor's guarantee shall be for a period of one (1) year from the date of final acceptance of the Work by "the Company", such guarantee to include all costs of repairing and replacing the Work and other parts of the installation site damaged by the failure of Vendor's Work to comply strictly with this Agreement, the PO, and any Change Order, if applicable. Vendor further agrees to indemnify and save harmless "the Company" from all claims resulting from or arising out of such defects of workmanship, or failure of its Work to comply strictly with this Agreement, the PO and any Change Order, if applicable. This guarantee is in addition to any other guarantees and warranties provided by law.

5.3 Vendor agrees to turn the Work over to "the Company" in good condition and free and clear from all claims, encumbrances and liens for labor, services, or materials, and to protect and save harmless "the Company" from all claims, encumbrances and liens growing out of the performance of the Work, and should Vendor, during the progress of the Work, or at any time thereafter, fail to pay for all labor, services and materials used or purchased for use in the performance of the Work, "the Company" may, at its option, and without notice to Vendor, pay all such claims and charge the amounts thereof. In the event that any lien or claim of lien is filled or made against the property of the Company or any customer of the Company, Vendor shall immediately cause such lien to be released, terminated or dismissed of record, at the Vendor's sole cost. In the event suit is filed by any person, firm or corporation asserting a claim or lien for labor, services or materials used or purchased for use in the Work. Vendor will, at its

own cost and expense, including attorney's fees, pay for the defense of such suit and pay the judgement rendered therein and indemnify "the Company" or any customer of the Company from all cost, expenses and damages, including reasonable attorney's fees, occasioned thereby.

The provisions of this Section shall survive the termination of this Agreement for any reason.

6. **Indemnification**. In addition to any other indemnification obligation set forth in this Agreement and to the fullest extent permitted by law, Vendor shall indemnify, defend, protect and hold harmless "the Company" and its officers, directors, employees and agents, and their respective successors and assigns (collectively, "**Indemnities**"), for, from and against any and all claims and liabilities (including, without limitation, claims and liabilities relating to personal injury, bodily injury or property damage), arising out of or in any way related to the negligence or willful misconduct of Vendor or its employees, agents or subcontractors in connection with the performance of this Agreement or the Work, even if such claims or liabilities are caused in part by the negligence of any Indemnitee. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts or other employees' benefit acts. The provisions of this Section shall survive the termination of this Agreement for any reason.

7. **Insurance**. Vendor shall, at its sole expense, maintain in effect at all times during the full term of its Work under this Agreement and as otherwise required under the PO, insurance coverages with limits not less than those set forth below with insurers acceptable to "the Company" and under forms of policies satisfactory to "the Company". None of the requirements contained herein as to types, limits or "the Company"'s approval of insurance coverage to be maintained by Vendor is intended to and must not in any manner limit, qualify or quantify the liabilities and obligations assumed by Vendor under the Agreement or otherwise provided by law.

7.1 **Workers' Compensation**: Statutory Limits. Employer's Liability - \$500,000. This policy shall include a Waiver of Subrogation in favor of "the Company".

7.2 **Commercial General Liability**: In an amount not less than \$1,000,000 in respect of injuries to or death of any person, and in an amount of not less than \$1,000,000 in respect of any one accident or event, and in an amount of not less than \$1,000,000 in respect of property damaged or destroyed. This policy shall list "the Company" as an additional insured, contain cross-liability and severability of interest endorsements, state that this insurance is primary insurance as regards any other insurance carried by "the Company".

7.3 **Comprehensive Automobile Liability**. Bodily Injury - \$1,000,000 per person, \$1,000,000 per occurrence. Property Damage - \$1,000,000 per occurrence, or equivalent. This policy shall be on a standard form written to cover all owned, hired and non-owned automobiles. This policy shall be endorsed to include "the Company" as an additional insured, contain cross liability and severability of interest endorsements, and state that this insurance is primary insurance as regards any other insurance carried by "the Company".

7.4 **Other Requirements**.

7.4.1 Evidence of the insurance coverage required to be maintained by Vendor under this Agreement, represented by Certificates of Insurance issued by the insurance carrier(s) or an authorized agent of the insurance carrier (s) and signed by an agent or other authorized individual of each applicable insurer, must be furnished to "the Company" prior to Vendor starting Work and as coverage renews; provided, however, that any action or failure to act by "the Company" in requesting, obtaining or requiring Vendor to furnish the Certificates of Insurance as contemplated herein shall not constitute a waiver of Vendor's obligation to maintain the insurance policies and coverages required under this Agreement nor shall such action or failure to act constitute approval of or acquiescence in a breach by Vendor hereunder. Certificates of Insurance shall specify the activities of Vendor at the installation site and shall show the insured status of "the Company" mentioned above. Such Certificates of Insurance shall state that "the Company" will be notified in writing sixty (60) days prior to cancellation, material change, or non renewal of insurance. Certified copies of Vendor's policies will be furnished to "the Company" upon request. Timely renewal policies must be provided to "the Company" as the coverage renews.

7.4.2 Insurance similar to that required of Vendor shall be provided by or on behalf of all subcontractors to cover their operations performed under this Agreement; provided, however, that the requirements in this agreement regarding the limits of such insurance may be adjusted by the Company in accordance with each subcontractor's operations. Vendor shall in any event be held responsible for any modifications in these insurance requirements as they apply to subcontractor. Vendor shall maintain Certificates of Insurance for all other insurance policies provided by its subcontractor, enumerating, among other things, the insured status of "the Company" as required herein, and shall provide to "the Company" a copy of each Certificate of Insurance from each subcontractor before that subcontractor is permitted to begin Work on the installation site.

8. **Confidentiality**. Vendor acknowledges and agrees that this Agreement and its terms and conditions and the information that it and its subcontractors will have access to and will obtain pursuant to this Agreement relating to "the Company" and "the Company"'s business interests, "the Company"'s processes, materials, and methods related to the material handling equipment and systems, the scope of the Work, "the Company"'s customers, and all of the drawings, specifications, engineering documents, and other documents concerning the performance of the Work (collectively, "**Confidential Information**") constitutes valuable, special, and unique and proprietary assets of "the Company" and shall remain confidential. Vendor agrees to maintain the confidentiality and shall require its directors, officers, employees, representatives and subcontractors ("**Affiliates**") to maintain the confidentiality of all Confidential Information that may be made available or disclosed to it or its Affiliates during the term of this Agreement; provided however, that Confidential Information shall not include any information that: (a) becomes generally available to the public other than as a result of a breach of this Agreement by Vendor or its Affiliates; (b) was available to Vendor on a non-confidential basis prior to its disclosure by "the Company"; or (c) becomes available to Vendor on a non-confidential basis from a source other than "the Company" who Vendor reasonably believes is not bound by a legal

or contractual obligation not to disclose such Confidential Information. Without limiting the foregoing, Vendor shall utilize reasonably prudent procedures designed to prevent disclosure to others of the Confidential Information received from "the Company". Vendor agrees that it will not disclose the Confidential Information without the prior written consent of "the Company", except for disclosures (i) that may be required by law, (ii) that may be required by Vendor to enforce its rights under this Agreement, and (iii) to Vendor's Affiliates and other representatives and agents that Vendor reasonably believes need to know such Confidential Information to perform obligations hereunder. Vendor and its Affiliates shall not use the Confidential Information to discuss, publicize, advertise, promote or otherwise seek clients for itself or its Affiliates. The Confidential Information shall be and shall remain the property of "the Company", and Vendor shall promptly deliver to "the Company" or destroy at "the Company"'s direction the originals and all copies of the Confidential Information, whether supplied to it by "the Company" or produced by it or its Affiliates, upon termination of this Agreement for any reason or upon completion of the Work, if applicable. Before any disclosure of the Confidential Information is made pursuant to a legal requirement, Vendor shall, if permitted by applicable laws or regulations, give advance written notice of such disclosure to "the Company" so that "the Company" may seek a protective order against such disclosure. In the absence or unavailability of any such protective order, Vendor hereby agrees to take all reasonable and lawful actions to seek confidential treatment for such disclosure and, to the extent practicable, to minimize the extent of such disclosure. The provisions of this Section shall survive the termination of this Agreement for any reason. Vendor shall be responsible for any breach of this section by its Affiliates, representatives and agents.

9. **Covenant Not To Compete.** For the duration of this Agreement and for a two (2) year period after the last installation or tear down performed for "the Company", Vendor shall not, and Vendor covenants that its Affiliates, shall not, without the prior written consent of "the Company", engage in, or become interested in (whether as an owner, principal, partner, stockholder, lender or other investor, director, officer, employee, joint venturer, salesman, sole proprietorship, consultant, contractor, agent, or otherwise) any business which is in competition with "the Company"'s business, or perform additional installation or tear down work for any customer of the Company or any affiliate of a customer of the Company.

10. **Termination and Suspension.**

10.1 "The Company" may terminate this Agreement if Vendor: (i) refuses or fails to supply enough properly skilled workers; (ii) fails or neglects to carry out the Work; (iii) fails to make payment to subcontractors for materials or labor in accordance with respective agreements between Vendor and the subcontractors; (iv) disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; (v) abandons the Work; or (vi) otherwise materially breaches a provision of this Agreement. When any of the above reasons exist, "the Company" may, without prejudice to any other rights or remedies of "the Company", and after giving Vendor written notice of such reason and providing Vendor twenty-four (24) hours to cure such reason, terminate the services of Vendor.

10.2 "The Company" may immediately terminate this Agreement by written notice to Vendor if the Vendor becomes insolvent, makes a general assignment for the benefit of creditors, admits in writing its inability to pay its debts, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occurs, Vendor shall immediately notify "the Company" of its occurrence.

10.3 "The Company" may, at any time, suspend or terminate for any or no reason this Agreement, any part of the Work, or all remaining Work by giving written notice to Vendor specifying the termination of this Agreement or all or the part of the Work to be suspended or terminated and the effective date of suspension or termination. Vendor shall continue to work on the part of the Work not suspended or terminated. If any part of the Work is so suspended or terminated, Vendor shall be entitled to payment for the Work completed in accordance with this Agreement.

10.4 Either party may terminate this Agreement in its entirety for any reason thirty (30) days after the terminating party provides written notice to the other party of its intent to terminate this Agreement. Notwithstanding such termination, Vendor shall continue to perform the Work set forth in any PO and any applicable Change Order that was issued by "the Company" and accepted by Vendor prior to the issuance of the written notice to terminate. All applicable terms of this Agreement will remain in full force and effect until the completion of all such Work.

10.5 In the event "the Company" terminates this Agreement pursuant to section 10.1 or section 10.2, "the Company" may, without prejudice to any other rights or remedies of "the Company", finish the Work by whatever reasonable method "the Company" may deem expedient. In the event that "the Company" terminates this Agreement pursuant to section 9.1 or section 10.2, Vendor shall not be entitled to receive any payment under this Agreement until the Work is finished completely, and, upon such completion, if the unpaid portion of the amount to be paid to Vendor under this Agreement exceeds the total amount of all charges, expenses and damages sustained by "the Company" as a result of completing the Work or as a result of such default by Vendor, such excess amount shall be paid by "the Company" to Vendor within sixty (60) days. To the extent the total costs to the Company of completing the Work, including compensation for additional professional services and expenses, together with the total amount of the charges, expenses and damages sustained by "the Company" resulting from such a default by Vendor exceed the amount otherwise to be paid to Vendor under this Agreement, such excess amount shall be paid by Vendor to the Company within sixty (60) days. Vendor's obligation for payment pursuant to this Section 10.5 will survive termination of this Agreement.

11. **General Provisions.**

11.1 **Choice of Law.** The laws of the State of Florida (without giving effect to its conflict of law principles) shall govern all matters arising out of or relating to this Agreement and all of the transactions contemplated hereby, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. The forum

selected for any proceeding or suit related to a dispute between the parties arising out of or relating to this Agreement or the transactions contemplated hereby shall be in a federal or state court of competent jurisdiction located in Hillsborough County (the “**Designated Courts**”). Each party consents to the exclusive jurisdiction of the Designated Courts for the purpose of all legal actions and proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Vendor hereby submits to personal jurisdiction of the Courts of the State of Florida. Each party agrees that the exclusive choice of forum set forth in this Section does not prohibit the enforcement of any judgment obtained in the Designated Courts in any other appropriate forum.

11.2 **Attorneys’ Fees and Costs.** In the event of a breach by either party to this Agreement and commencement of a subsequent legal action in a Designated Court, or in the event legal counsel is consulted as a result of any such breach or in anticipation of any such prospective legal action, the prevailing party in any such dispute shall be entitled to reimbursement of reasonable attorneys’ fees and expenses.

11.3 **Notice.** Any requests, notices or other communication to a party to this Agreement that is permitted or required hereunder may be delivered by hand, by facsimile or other form of written electronic transmission, by first class mail, postage prepaid, or by a nationally recognized overnight delivery service and shall be addressed by the sender to Vendor or "the Company" at their respective addresses first listed above or to such other address as a party may hereafter furnish to the other party in writing.

11.4 **Further Action.** Each party hereto agrees to take all further action, and to execute, acknowledge, and deliver any other documents, which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

11.5 **Amendment.** The parties may not amend this Agreement orally. The parties may amend this Agreement only by a written agreement signed by all of the parties to this Agreement.

11.6 **No Waiver.** No waiver of any provision of this Agreement, and no consent to any departure by any party from the terms and conditions of this Agreement, shall be effective unless such waiver or consent is given in writing by the party against whom such waiver or consent is sought to be enforced (in which case the waiver or consent shall be effective only in the specific instance, and only for the specific purpose, for which it was given). No failure or delay by a party in exercising any right or remedy, or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, shall operate as a waiver or estoppel of any right or remedy of such party hereunder, or limit or prevent the subsequent enforcement of any provision of this Agreement by such party.

11.7 **Integration.** This Agreement together with all applicable POs and Change Orders constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties’ agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of

dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

11.8 **Severability**. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

11.9 **Assignment**. Except as otherwise provided herein, neither party shall delegate its duties nor assign its rights under this Agreement, whether in whole or in part, without the prior written consent of the other party; provided, however, "the Company" may assign its rights under this Agreement in connection with the sale of substantially all of its assets, or a merger, consolidation or other reorganization between "the Company" and another entity. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and permitted assignees of the parties.

11.10 **Counterparts**. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other form of electronic transmission shall be as effective as executing and delivering this Agreement in the presence of the other party to this Agreement.

11.11 **Descriptive Headings**. The titles and captions preceding the text of the sections of this Agreement are inserted solely for convenient reference and neither constitutes a part of this Agreement nor affects its meaning, interpretation, or effect.

11.12 **Authority**. Each individual executing this Agreement on behalf of an entity represents and warrants that (a) he or she is duly authorized to execute and deliver this Agreement on behalf of the entity; (b) the entity has all requisite power and authority to execute, deliver and perform under this Agreement; (c) the execution, delivery and performance by the entity has been duly authorized by all necessary action, corporate or otherwise, on the part of the entity; (d) the entity has obtained all consents, permits, approvals and authorizations required by applicable governmental authorities in connection with the performance of its obligations under this Agreement; and (e) this Agreement is binding upon the entity.

11.13 **Time of the Essence**. Time is of the essence of this Agreement.

* * *

[Signatures begin on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the dates set forth below.

Witnesses:

“Vendor”

[print name]

By: _____

Print Name: _____

[print name]

Title: _____

Date: _____

“The Company”

**PALLET RACK AVENGER.COM, INC.,
GOT-RACK.COM, ALLPOINTS
WAREHOUSING EQUIPMENT, INC.**

[print name]

By: _____

Print Name: _____

[print name]

Title: _____

Date: _____



CONTRACTOR RESPONSIBILITIES ACQUISITION DISMANTLE GUIDE

Got-Rack.com requires dismantling to follow the best practice industry standards. Racks will be dismantled by components and will not be knocked down as units or sections. All components will be stacked, banded, and bundled according to written procedures herein.

UPRIGHT BUNDLING GUIDELINES

Uprights will be bundled in lots of 15 pieces of like depth, height, and color standing on sides. Damaged and stickered uprights will be separated from non-damaged uprights and bundled separately. **Upright bundles will have banding straps located at horizontal brace points to avoid column damage.**



NON-STICKERED
Bundle non-stickered uprights together

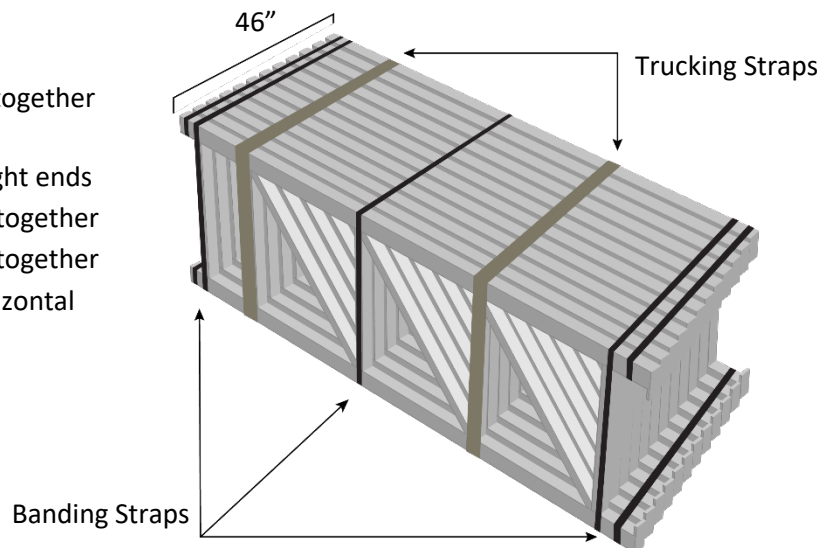


STICKERED
Bundle all stickered uprights together



DAMAGED
Do not bundle or ship without Got-Rack authorization*

- Band all bundled column legs and ends together (4 bands)
- Use 3 banding straps at center and upright ends
- 3" column uprights - bundle 15 uprights together
- 4" column uprights - bundle 11 uprights together
- Align trucking straps to the uprights horizontal bars



Signature _____

Print Name _____

Date _____

BEAM BUNDLING GUIDELINES

Beams will be bundled in lots of 30 pieces of like length, face height, and color; 15 beams per layer/2 layers high per bundle. Bottom layer clips down and top layer clips up. Banding straps to be located at bundle ends just inside of the end connector. Bundles will be no more than 48" deep for side-by-side loading on standard flatbed trucks. **All damaged and stickered beams will be separated from non-sticker beams and bundled separately.**



NON-STICKERED
Bundle non-stickered
beams together



STICKERED
Bundle all stickered
beams together

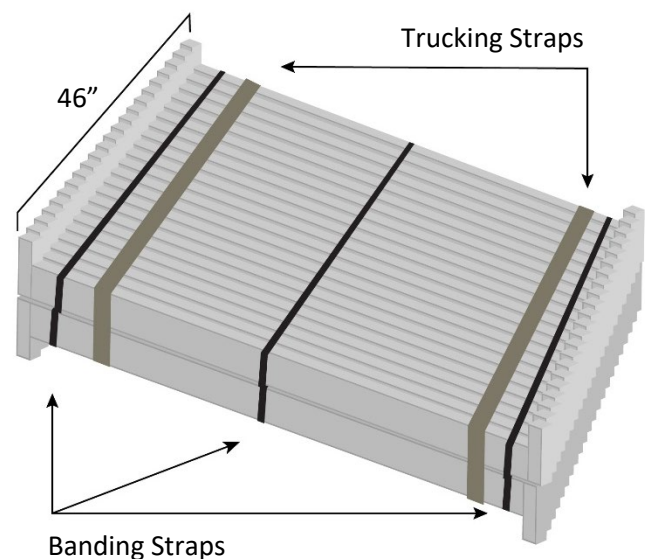


DAMAGED
Do not bundle or ship without
Got-Rack authorization*

Teardrop and Roll-Form Style

- Use 3 banding straps at center and beam ends
- Bundle 30 beams together (2 layers /15 beams per layer)
- Bottom layer - clips down
- Top layer - clips up
- Separate and bundle all damaged and stickered like items
- Bundle all similar colors together
- Bundle all styles together; IE Teardrop, Keystone, T-Bolt etc.

Bundle 30 beams together (2 layers /15 beams per layer), Bottom layer - clips down, Top layer - clips up



Structural Bolt-On Style

- Use 3 banding straps at center and beam ends
- Bundle 50 beams together (2 layers/25 beams per layer)
- Bottom layer - clips down
- Top layer - clips up
- Separate and bundle all damaged and stickered like items
- Bundle all similar colors together
- Bundle all styles together; IE Teardrop, Keystone, T-Bolt etc.

Signature

Print Name

Date

WIRE DECK BUNDLING GUIDELINES



NON-STICKERED
Bundle non-stickered
deck together



DAMAGED
Do not bundle or ship without
Got-Rack authorization*

- Use 4 banding straps at ends/2 straps front to back and 2 straps side to side
- Bundle 44 deck pieces stacked up and down interlocking waterfall edges
- Bundles not to exceed 48” tall
- Separate and bundle all damaged and stickered like items



**WOOD SUPPORT & ACCESSORY
BUNDLING GUIDELINES**

- Use 4 banding straps at ends/2 straps front to back and 2 straps side to side
- Bundles not to exceed 48” tall
- Bundles not to exceed 2,500 pounds
- Separate and bundle all damaged and stickered items
- Do not bundle or ship without Got-Rack authorization*



PALLET SUPPORTS/CROSSBARS

- Use 4 banding straps at ends/2 straps front to back and 2 straps side to side
- Bundles not to exceed 48” tall
- Bundles not to exceed 2,500 pounds
- Separate and bundle all damaged and stickered items
- Do not bundle or ship without Got-Rack authorization*

Signature

Print Name

Date

PALLET TRAYS AND CARTS BUNDLING GUIDELINES

To be separated and put into acceptable containers of a manageable size, palletized, and banded for easy transport.



Trays for Carts

- Place 4 banding straps at ends
- In bundles of 20 trays/interlock 2 trays together (flipped and rotated)
- Bundles not to exceed 48" tall
- Separate and bundle all damaged and stickered like items
- Do not bundle or ship without Got-Rack authorization*

Cart Trays

- Place 4 banding straps at ends
- Bundles not to exceed 48" tall
- Separate and bundle all damaged and stickered like items
- Do not bundle or ship without Got-Rack authorization*

HARDWARE IF APPLICABLE

To be separated and put into acceptable containers of a manageable size, palletized, and banded for easy transport.

Signature

Print Name

Date

LOADING GUIDELINES

- All trucks will be loaded to 45,000 lbs.
- All trucks will be loaded to maximum legal height requirements being up to 13'6" from ground level to top of load
- Trucks are to be loaded if possible, with a mix of components so as not to ship an underweight load
- **Mandatory - Pictures of loaded truck and a completed bill of lading showing all items and total weight of shipment are to be sent via text message or e-mail to the Acquisition Manager in charge for approval and release of shipment prior to departure from the facility**

FACILITY GUIDELINES

- All anchors will be to flush to floor
- All anchors holes will be filled with an approved Epoxy filler (Prologis Only)
- All dismantle areas will be left broom swept clean
- All trash will be disposed of properly

REPORTING GUIDELINES

- Got-Rack.com daily installers sign-off sheets are to be completed and sent via text or e-mail to the Acquisition Manager in charge daily
- Daily sign-off sheets are to be signed by both the contractor and client
- Any delays, in the scope of work must be noted on the daily sign-off sheet
- Any changes or additions to the original scope of work must be approved by the Acquisition Manager in charge and also noted on the daily sign-off sheet
- A final daily sign-off sheet showing the project is 100% complete must be submitted along with final pictures of 100% completion

FINAL SIGN-OFF SHEET AND PHOTOS OF COMPLETED PROJECT IS REQUIRED

Signature

Print Name

Date



LOADING GUIDELINES

- All trucks will be loaded to 42,000 lbs. minimum and up to 45,000 lbs. maximum
- All trucks will be loaded to maximum legal height requirements being up to 13'6" from ground level to top of load
- Trucks are to be loaded if possible, with a mix of components so as not to ship an underweight load
- Pictures of loaded truck and a completed bill of lading showing all items and total weight of shipment are to be sent via text message or e-mail to the Acquisition Manager in charge for approval and release of shipment prior to departure from the facility

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Signature

Print Name

Date



Material Acquisitions Standards Guide

All acquisitions must be proposed with accurate measurements (refer to measurement guides below), digital photos, item quantities, and pallet positions before a transaction can take place.
 *Pictures of racking style and profile are required for each different component on site.

BEAMS

Figure 1



Measure clip height, beam face height, and beam step height.

Figure 2



To measure beam length, measure from the inside post of upright to upright. Do not include the clip end in measurement if it is installed in racking.

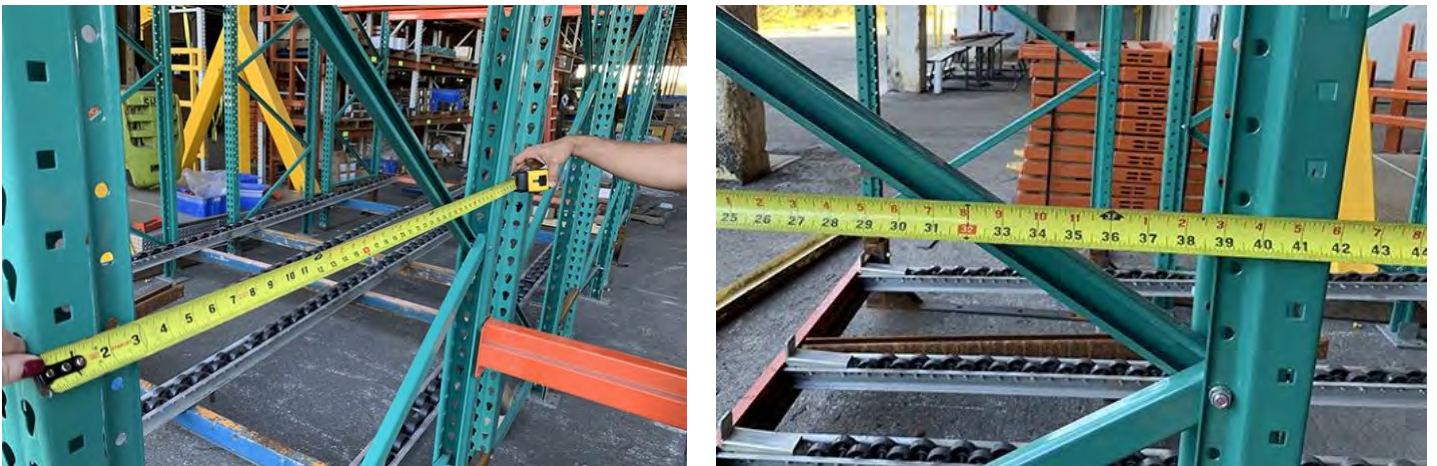
UPRIGHTS

Figure 3



Measure upright height, length, column face and depth. Measure upright height from the top end of upright to the floor plate.

Figure 4



Measure upright depth from the front of the upright face to the rear face of back uprights.

FOOTPLATES

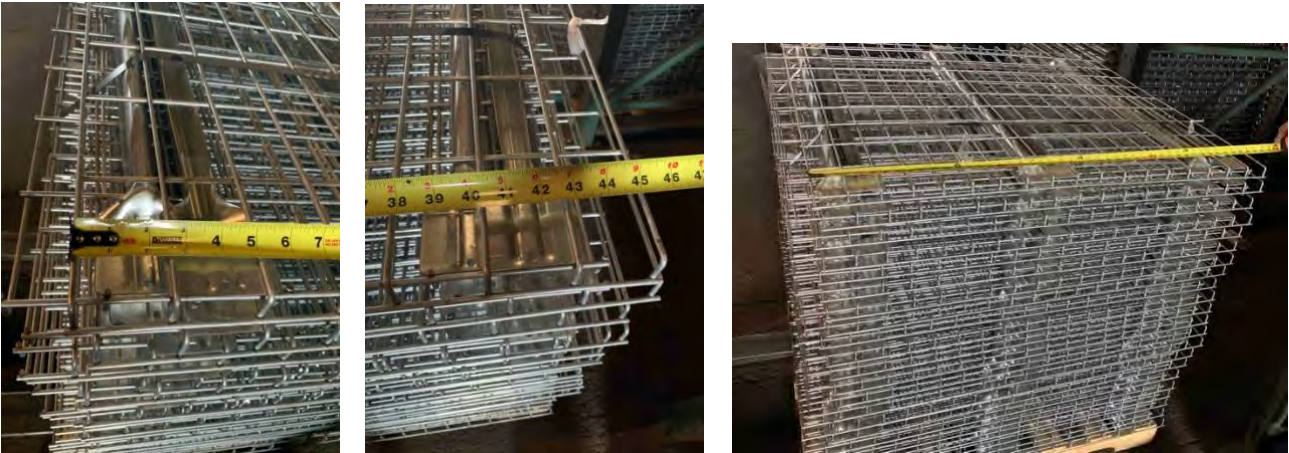
Figure 5



Measure the footplate depth and width.

WIRE DECK

Figure 6



Measure wire deck depth and width.