



www.kingsfineartdecor.com

T: 404-355-8995 F: 404-355-4115

KINGS

"The Designer's Resource"

WAREHOUSE SERVICES & STORAGE AGREEMENT

March 2024

Introduction. Kings includes 60 days of complimentary storage on purchases of art, floor items and custom merchandise where Kings has acted as the purchasing agent for the customer. After 60 days, the storage fees described below will apply.

Kings is also pleased to offer its warehouse services, including Receiving, Inspection and Storage, to its clients in instances where it is not the intermediary for the customer with the vendor. Kings provides these services on a first come, first serve basis. Kings reserves the right to refuse merchandise or discontinue the service to any Customer at any time in its sole discretion.

The terms upon which Kings offers the Warehouse Services and related fees are subject to change without notice.

Receiving Manifest/Inventory. It is the customer's responsibility to provide Kings with a manifest or inventory list at the time of purchase, but no later than the date of shipment, to avoid issues at the time of delivery to Kings. Additional fees will be incurred if we do not have the following information at a minimum: Vendor, Item #, Description, Quantity Ordered, Project Name.

Delivery Address. When providing your Vendors with our Shipping Address, please ensure all deliveries are uniquely identified with your Customer Name, the Job Name and any additional Sidemark that may be useful when pulling the job at the time of pick-up. An example is:

XYZ DESIGN/999 PARK/BEDROOM 2

Please use the following address format for items shipped to Kings:

KINGS FINE ART & DECOR ATTN: YOUR CUSTOMER NAME/JOB NAME/OPTIONAL SIDEMARK 1200 MENLO DR NW STE A, ATLANTA, GA 30318-4170

Items that arrive without the proper identification are subject to a special handling fee and restocking fee once identified.

Warehouse Operating Hours. Our warehouse hours are Monday through Friday, 10 a.m. to 4:30 p.m. We are closed most major Federal Holidays and during the week between Christmas and New Years. Deliveries and pickups outside these hours/days may be accommodated solely at the discretion of Kings and may be subject to additional fees.

Freight Collect/C.O.D. We regret that we are unable to accept inbound items subject to Freight Collect or C.O.D.

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Receiving. The receipt of shipments and deliveries of customer items not purchased through Kings will incur a Receiving Fee equal to a <u>Base Receiving Fee</u> *plus* an <u>Additional Receiving Fee</u>. Base Receiving Fees are calculated per item. The Additional Receiving Fee is calculated on the basis of the box or container in which the item(s) arrived.

As part of this service, Kings will notify the customer of any visible damage to the exterior of the packaging with photographic documentation.

For an additional fee, Kings will file a damage claim on behalf of the Customer, subject to the timely receipt of the required information from the Customer to make such claim.

Inspection Upon Receipt. When contracting for Receiving with Inspection, Kings will open each package and inspect each item for hidden damage and advise the customer with photographic documentation.

For an additional fee, Kings will file a damage claim on behalf of the Customer, subject to the timely receipt of the required information from the Customer to make such claim.

Unwrapped/Unprotected, Odd-Shaped & Oversized Items. For a fee, Kings will blanket wrap Customer items that do not arrive boxed or otherwise protected. Odd-shaped items packaged in packaging where one or more angles is not a right angle is considered odd shaped, e.g. rug, drapery hardware and fabric, among others.

When not purchased through Kings, Kings reserves the right, in its sole discretion, to refuse any item with (1) a single dimension greater than 96", (2) a combined L + W + H larger than 216", or (3) weighing greater than 150lbs. In the case that such oversized or odd shaped item is accepted by Kings, the fee will be provided on a case-by-case basis. You are urged to advise Kings if such items are part of the proposed inventory to be received to avoid problems at the time of delivery.

Insurance. Kings maintains property and workmen's compensation insurance on its warehouse and personnel. Customer items are insured up to an aggregate value of \$10,000. If you require additional insurance, an insurance rider can be obtained for a fee.

Antiques/Vintage/Original Art/Items with a Value over \$2,500. Customers are requested to identify any antiques, vintage items, original art or any other item with a value equal to or greater than \$2,500. Customers are advised to obtain an insurance rider for these items. Kings expressly disclaims any responsibility for damage to items identified hereby which are not insured.

Receiving of Knocked Down ("KD") Items/Assembly Services. Kings will receive and inspect KD items, but given the number of pieces and parts, the maximum Receiving and Inspection fee will be charged regardless of size. If Assembly Services are not contracted, Kings will only verify that the hardware is present, not that the correct or sufficient amount of hardware is included.

Upon the written request of the Customer, Kings will assemble KD items for an hourly fee.

Damaged Items/Returns/Replacements. In the case that the Customer does not request that Kings file a damage claim, the Customer or their agent must collect the item promptly. Please refer to **Customer/Customer's Agent Pickup** below. Kings will process returns of damaged or

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undamaged items for an additional fee for the administration of paperwork associated with returns, including producing Bills of Lading, Labeling of Boxes, Etc.

Replacement Items will be subject to a separate Receiving and, if applicable, Inspection Fee. Damaged items and items to be returned, but which are not collected after one (1) month will be considered abandoned and disposed of at the sole discretion of Kings.

Storage. The receiving fee paid on each item includes up to 30 days of storage of the item. Storage fees are accrued monthly, or portion thereof, until the item is collected by the Customer or their agent. Fees are calculated by the cubic foot. There is a 1 cubic foot minimum.

Delivery/Installation. We regret that we are currently unable to offer delivery or installation services.

Customer/Customer's Agent Pickup. In order to ensure the availability of Kings' personnel for pickups by Customers or their agents, the date and time of the pickup must be agreed in advance, subject to a minimum of 48 hours' written notice, and then only if such date and time are agreeable to Kings.

It is the Customer's or agent's responsibility to have blankets and straps available at the time of loading. Kings does not provide these items and does not have them for sale.

Kings does not charge a "dock fee" or any fees to pull items and have them staged for pick-up. Notwithstanding the foregoing, an additional fee shall be due in the case of any pickups that are unscheduled or which otherwise do not adhere to the advance notice requirement.

Pick-Up Cancellations. A cancellation of a previously scheduled pick-up is permitted with a minimum of 24-hours' written notice. Cancellations within 24 hours will be charged a cancellation fee. Rescheduling of pickups shall be considered a new Pickup, subject to the preceding notice requirements. A rush fee will be charged if the rescheduled pickup is within 48 hours of the original pickup date and time. Please note that re-warehousing items already prepared for pick-up will be done on an hourly basis.

Fees. The fees for receiving, inspection, storage and other services described elsewhere in this Agreement are shown in the list of Warehouse Services Fees.

Notifications. Please ensure a valid email address for receiving notifications has been provided.

- (a) Receiving & Inspection. Customer will be notified by email at the email address specified of the arrival of items at our warehouse. Kings sends receiving notifications as quickly as possible, but these may be delayed based on the volume. In general, an email is sent with information on arrivals. If any damage is observed externally, or, following inspection for hidden damage, internally, Customer will be advised by email.
- (b) *Invoicing*. Each month, Customer will be notified by email at the email address specified of new invoices. Each email contains a link to pay via ACH at no additional cost. Payments by Credit Card incur an additional fee. The amount of the invoice is due upon receipt.

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WAREHOUSE/POSSESSORY LIEN

PURSUANT TO GEORGIA CODE § 11-7-209 (2022), AS AMENDED, CUSTOMER HEREBY ACKNOWLEDGES THAT THE FAILURE TO PAY ANY STORAGE RENT OR OTHER CHARGES ARISING FROM THE PROVISION OF WAREHOUSE SERVICES BY KINGS SHALL BE CONCLUSIVELY DEEMED A DEFAULT UNDER THIS WAREHOUSE SERVICE & STORAGE AGREEMENT. CUSTOMER'S PERSONAL PROPERTY IN OR ON THE PREMISES OF KINGS WILL BE SUBJECT TO A WAREHOUSE LIEN IN FAVOR OF KINGS FROM THE DATE STORAGE RENT AND/OR OTHER WAREHOUSE FEES ARE DUE AND UNPAID, INCLUDING EXPENSES REASONABLY INCURRED IN THE SALE OF SUCH PERSONAL PROPERTY, AND COLLECTION OF ANY AMOUNTS DUE HEREUNDER. CUSTOMER'S PERSONAL PROPERTY MAY BE SOLD TO SATISFY SUCH LIEN IF CUSTOMER IS IN DEFAULT UNDER THIS AGREEMENT FOR A PERIOD OF MORE THAN SIXTY (60) DAYS. THIS REMEDY IS CUMULATIVE WITH AND IN ADDITION TO EVERY REMEDY GIVEN HEREUNDER. OR NOW OR HEREAFTER EXISTING IN EQUITY OR AT LAW. ACCEPTANCE BY KINGS OF PAYMENT LESS THAN ALL AMOUNTS IN CONNECTION WITH SUCH DEFAULT SHALL NOT CONSTITUTE A CURE OF SUCH DEFAULT NOR A WAIVER BY KINGS OF ANY OF ITS RIGHTS OR REMEDIES IN CONNECTION WITH SUCH DEFAULT. NO ACT OR CONDUCT OF KINGS SHALL BE DEEMED TO CONSTITUTE AN ACCEPTANCE BY KINGS OF THE SURRENDER OF THE WAREHOUSE LIEN ON THE PERSONAL PROPERTY OF CUSTOMER UNLESS KINGS HAS EXECUTED A WRITTEN ACKNOWLEDGEMENT THEREOF.

AGREEMENT & ACKNOWLEDGEMENT OF TERMS & CONDITIONS

I, the undersigned, represent that I am authorized in my capacity to bind and sign for the named Customer. I acknowledge that I have had the opportunity to review Kings' Terms & Conditions and Notice of Limitation of Liability in its entirety on King's website at www.kingsfineartdecor.com, or have received a written copy of the terms and conditions by sending a request via certified mail return receipt requested at Kings, Attn: Danielle King, 1200 Menlo Dr NW, Atlanta, GA 30318-4170. I acknowledge and agree to be bound by and abide by Kings' Terms and Conditions and Notice of Limitation of Liability in its entirety and as amended from time to time at Kings' sole and absolute discretion and updated on Kings' website. I understand and agree that Kings is under no obligation to notify me of changes to its terms and conditions and that I must periodically monitor Kings' website to ensure my compliance.

ACCEPTED ON BEHALF OF CUSTOMER NAME OF CUSTOMER: BY: PRINTED NAME & TITLE: DATE:

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WAREHOUSE SERVICES FEES

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Base Receiving Fee: \$11.50 per item PLUS an Additional Receiving Fee by Size of Item or Box according to the table below:

Size in Inches (L + W + H)	Additional Receiving Fee
Less than 36"	\$0
36" and less than 72"	\$5.75
72" and less than 108"	\$11.50
Greater than 108" or Odd-Shaped*	\$16.50

^{*}Greater than 150 lbs and/or 216"...only if acceptable to Kings in its sole discretion, and may be subject to additional fee.

Base Inspection Fee: \$5.75 per item PLUS an Additional Inspection Fee by the contents of the Box according to the table below. This is a per item fee for the contents of each Box:

Size in Inches (L + W + H)	Additional Inspection Fee
Less than 36"	\$0
36" and less than 72"	\$5.75
72" and less than 108"	\$11.50
Greater than 108" or Odd-Shaped*	\$16.50

*Greater than 150 lbs and/or 216"...only if acceptable to Kings in its sole discretion, and may be subject to additional fee. Storage Rate:\$1.50 per cubic foot per 30-day period Crated or Pallet: \$10/Item Undocumented Receipt of Items: \$35/Item KD Assembly: \$125/hour Unscheduled/Rush Pick-up: \$100/instance Cancellations within 24 hours: \$50/instance Re-Warehousing: \$125/hour Blanket Wrap: \$10/item Damage Claim (Visible/Hidden):\$10/item Returns: \$10/item Additional Insurance:Please Inquire



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WAREHOUSE SERVICES AGREEMENT EXHIBIT A

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WAREHOUSE SERVICES NEW ACCOUNT FORM

TNERSHIP, LLC):
BUSINESS:
ZIP
_PHONE:
CELL:
PHONE:
CELL:
PHONE:
CELL: