WAREHOUSING AGREEMENT

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This Warehousing Agreement (the “Agreement”) is effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Company"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [COMPANY NAME]** (the "Warehousing Company"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

For good and valuable consideration, the receipt and legal sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

WHEREAS the Company wishes to warehouse the Property with the Warehousing Company and the Warehousing Company has accepted to warehouse the Property for the Company the whole upon the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained (the adequacy of which consideration parties hereto hereby covenant and agree as follows):

1. **GENERAL**
   1. **Definitions**

The terms defined herein shall have, for all purposes of this agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires.

“Property” means the [SPECIFY] contained therein shipped by or on behalf of the Company to Warehousing Company, which Property is to be dealt with by the Warehousing Company as set forth herein.

* 1. **Entire Agreement**

This Agreement, including the Schedules hereto, together with the agreements and other documents to be delivered pursuant hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein or therein. No supplement, amendment, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

* 1. **Headings**

The Article and Section headings contained herein are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof and shall not be considered part of this Agreement.

* 1. **Applicable Law**

This Agreement shall be governed by [YOUR COUNTRY LAW] of the State/Province of [STATE/PROVINCE], relevant and applicable to this agreement. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of that State/Province with respect to any matter arising hereunder.

1. **STORAGE OF PROPERTY**
   1. **Storage at Warehousing Company‘s Premises**

Warehousing Company shall store the Property at its premises located at [ADDRESS] (the “Premises”). Warehousing Company hereby represents to the Company that the Premises are leased by Warehousing Company from [NAME OF LANDLORD] (the “Landlord”), whose address for notice pursuant to such lease is:

[LANDLORD’S ADDRESS]

Warehousing Company acknowledges that the Company will give notice to the Landlord of the Company’s ownership of the Property in the form of Schedule [SPECIFY] hereto.

* 1. **Undertaking regarding Property**

Warehousing Company hereby undertakes to keep the Property warehoused separate at all times throughout the term of this Agreement and any renewal hereof from all property of Warehousing Company or any third party other than the Company located in or on the Premises. Warehousing Company further undertakes that it shall give the Company [NUMBER] days written notice prior to moving or relocating the Property from the Premises and furthermore that it shall not return, release or deliver physical possession of the Property or allow physical possession of the Property to be returned, released or delivered to any person or entity except in conformity with the provisions hereof and with the prior written consent of the Company.

1. **TREATMENT OF PRODUCT**
   1. **Title**

Title to the Property shall remain in and with the Company at all time throughout the term of this Agreement and thereafter, and Warehousing Company shall keep the Property free of any hypothecs, privileges, liens, mortgages, charges, pledges and encumbrances of any kind whatsoever. Warehousing Company shall not remove, cover, or otherwise render invisible the identification of the the property of the Company, including, without limitation, the purchase order number, serial number, stock number, description and [SPECIFY IF NEEDED] marked by the Company.

* 1. **Shipment of Property**

Upon receipt of expressed written instructions from the Company in conformity with Section [NUMBER] hereof, Warehousing Company shall ship the Property as identified in such written communication to the customer of the Company named therein, at the cost of the Company.

* 1. **Order from Consignee’s Client**

In the event that Warehousing Company receives an order from one of its own customers for the Property, Warehousing Company shall offer to purchase such number and type of [SPECIFY] as may be required by its customer from the Company by means of a written offer communicated to the Company by telecopier in conformity with Section 4.3 hereof. The Company may, in its sole discretion and arbitrarily, either accept or refuse Warehousing Company‘s offer to purchase such number and type of Chains.

* 1. **Acceptance by the Company**

In the event that the Company accepts Warehousing Company‘s offer to purchase [SPECIFY], it shall communicate such acceptance to Warehousing Company in writing in conformity with Section [NUMBER] hereof. Such type and quantity of the Property may then be removed by Warehousing Company from inventory only for immediate resale to its client.

* 1. **Payment of purchase price**

The purchase price in respect of any such sale of [SPECIFY] by the Company to Warehousing Company for the purpose of immediate resale by Warehousing Company to its client, as set forth herein above, shall be paid by Warehousing Company to the Company within [NUMBER] of days of receipt by Warehousing Company of the Company’s written acceptance of Warehousing Company‘s offer to purchase such [SPECIFY].

* 1. **Risk, insurance, standard of care**

All risk with respect to loss or damage to the Property shall remain with the Company, and the Company shall obtain and maintain such insurance coverage in respect of the Property against such risks as it shall, within its sole discretion, deem necessary. Notwithstanding the foregoing, Warehousing Company shall safely keep the Property for the Company, shall take all reasonable care to protect the Property from loss or damage, and shall return the Property to the Company upon the termination of this Agreement, whether by expiry of the term or otherwise, in as good condition as when received. In the event that the Property is lost or damaged through the negligence of Warehousing Company, his agents or servants, Warehousing Company shall pay to the Company the cost of having the Property repaired, or in the event of its loss, the cost of its replacement at such time.

1. **RENT AND TERM**
   1. **Term**

The term of this Agreement shall commence on the date hereof and shall, subject to its renewal as hereinafter set forth, end on the [NUMBER] anniversary date hereof. The Company may, at its sole option, renew the present Agreement for an additional one-year term on the same terms and conditions as set forth herein, upon [NUMBER] months prior written notice to such effect to Warehousing Company in conformity with Section [NUMBER] hereof.

* 1. **Rental**

In consideration of the storage by Warehousing Company of the Property, the Company shall pay Warehousing Company rental in the amount of [AMOUNT] per month, for each month of the initial term of this agreement and any renewal hereof, commencing [DAY OF MONTH]. No rent shall be payable by the Company to Warehousing Company in respect of any storage of the Property by Warehousing Company hereunder prior to [DATE], notwithstanding the commencement of the term hereof prior to such date. In the event of the termination of this Agreement prior to the completion of any month of such term, the rental amount provided for hereinabove shall be pro-rated to the number of days of such month prior to the termination of the Agreement.

* 1. **Termination by the Company**

The Company may, in its sole discretion, terminate this agreement, without prior notice or delay, upon the occurrence of any of the following events:

* + 1. Warehousing Company‘s breach of any of the terms or conditions of this agreement, including, without limitation, the removal of all or any part of the Property by Warehousing Company otherwise than as permitted by Article [NUMBER], or Warehousing Company‘s failure to pay for [SPECIFY/PROPERTY] purchased by Warehousing Company from the Company within [NUMBER] days as required by Section [NUMBER] hereof;
    2. Warehousing Company becoming insolvent or being unable to pay its debts as they generally fall due;
    3. Warehousing Company making an assignment for the benefit of creditors or filing a petition in bankruptcy or making a proposal under the [YOUR COUNTRY] Bankruptcy [ACT/LAW/RULE];
    4. Warehousing Company being adjudicated insolvent or bankrupt or petitioning or applying to any tribunal for any receiver, trustee, liquidator or sequestrator of or for Warehousing Company or any of its property;
    5. Company becomes aware of any commencing proceeding relating to Warehousing Company or its property under any [YOUR COUNTRY LAW] or statute of any jurisdiction whether now or hereafter in effect, providing for the reorganization, arrangement or readjustment of debt, dissolution, winding-up, adjustment, composition or liquidation (a “Proceeding”); or
    6. Any proceeding being commenced against Warehousing Company, or any receiver, trustee, liquidator or sequestrator of or for Warehousing Company or any of its property being appointed, provided such appointment is not vacated within [NUMBER] days of its being made.
  1. **Termination by Warehousing Company**

Warehousing Company may, in its sole discretion, terminate this agreement, upon Warehousing Company days’ prior written notice to the Company, in the event that the Company does not pay any amount of the rent specified in Section 4.1 hereof due and owing by the Company to [NUMBER] within such [NUMBER] day notice period.

* 1. **Effect of termination**

Upon termination of this Agreement for any reason whatsoever, Warehousing Company shall return to the Company all the Property currently in the possession of Warehousing Company and immediately pay all amounts owing by it to the Company. The Company shall, upon receipt of the Property from Warehousing Company, pay all amounts owed to Warehousing Company.

* 1. **No compensation for termination**

The Company shall not, by reason of the termination of this agreement, be liable to Warehousing Company for compensation, reimbursement or damages on account of loss of prospective profits on anticipated sales of [SPECIFY] or on account of expenditures, investments or commitments in connection with the storage of the Property or sale thereof by Warehousing Company to its clients.

1. **MISCELLANEOUS**
   1. **Successors and Assigns**

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

* 1. **Notice**

Any notice required or permitted to be given hereunder shall be given by registered mail, postage prepaid, or by delivery to the party for whom it is intended, addressed as follows:

* + 1. to the Company:

[YOUR COMPANY NAME]

[YOUR COMPLETE ADDRESS]

Attention: [INDIVIDUAL NAME]

Telecopier number: ([FAX NUMBER]

* + 1. to the Warehousing Company:

[COMPANY NAME]

[COMPLETE ADDRESS]

Attention: [INDIVIDUAL NAME]

Telecopier number: ([FAX NUMBER]

* 1. **Execution in Counterparts**

The parties hereby agree that this agreement may be executed in counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

* 1. **Time of the essence**

Time shall be of the essence of this Agreement and of each and every party hereof.

* 1. **No waiver**

No waiver by any party or any breach by any other party of its covenants, obligations and agreements hereunder shall be a waive of any subsequent breach of any other covenant, obligation or agreement, nor shall any forbearance to seek a remedy for any breach be a waiver of any rights or remedies with respect to such or any subsequent breach.

* 1. **Severability**

In the event that any clause, condition or term, or any part thereof, contained in this Agreement shall be unenforceable or prohibited by [YOUR COUNTRY LAW] or by any present or future provincial or federal legislation, then such clause, condition, term or part thereof, shall be amended and is hereby amended so as to be in compliance with said legislation or [YOUR COUNTRY LAW] but, if such clause, condition or term, or any part thereof cannot be amended so as to bring it in compliance with any such legislation or [YOUR COUNTRY LAW] , that such clause, condition, term or part thereof shall be severable from this agreement, and all the other clauses, terms and conditions or parts thereof contained herein shall remain unimpaired.

* 1. **Relationship of parties**

Nothing in this Agreement shall be deemed in any way or for any purpose to cause to the parties hereto partners in the conduct of any business or otherwise. Warehousing Company is and shall remain at all times an independent contractor and shall have no authority to bind the Company, with respect to the sale of [SPECIFY] or otherwise.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

# **COMPANY WAREHOUSING COMPANY**

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title