

Local Appendix

deugro (USA), Inc. General Terms and Conditions of Service

These Terms and Conditions of Service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders Services and issues a document containing Terms and Conditions governing such Services, the Terms and Conditions set forth in such other document(s) shall govern those Services to the extent of any conflict with the Terms and Conditions set forth herein.

1. Definitions

- (a) "Company" shall mean deugro (USA), Inc., its subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person or entity for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these Terms and Conditions of Service to all such agents or representatives;
- (c) "Documentation" shall mean all information received directly or indirectly from the Customer, whether in paper or electronic form;
- (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier;"
- (e) "Services" shall mean any work undertaken by the Company on behalf of the Customer, as evidenced by a Scope of Work or other written document or communication that accompanies, references, or provides a link to these Terms and Conditions.
- (f) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, brokers, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

2. **The Company as agent.** The Company acts as the "agent" of the Customer for the purpose of performing Services in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services or other logistics services, both domestically and internationally, in any capacity other than as a carrier.

3. Limitation of Actions.

- (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within thirty days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by the Customer.
- (b) All suits against the Company must be filed and properly served on the Company as follows:
 - (i) For claims arising out of ocean transportation, within one year from the date of the loss;
 - (ii) For claims arising out of brokering domestic motor carrier transportation, within two years from the date the Company provides written notice that it has disallowed any portion of the claim;
 - (iii) For claims arising out of air transportation, within two years from the date of the loss;
 - (iv) For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five days from the date of liquidation of the import entry(s);
 - (v) For all other claims of any other type, within two years from the date of the loss or damage.

(c) Notwithstanding the foregoing provisions of this Section 3, to the extent 49 U.S.C. §14706 (the "Carmack Amendment") applies to the Services, all claims for cargo loss, damage, or delay, shall be filed in accordance with 49 C.F.R. § 370 and the Company's reasonable claim procedures to the extent in accordance with applicable law. Any such claim must be filed in writing and received by the Company within nine months of the date of delivery, or, in the case of lost cargo, of the date cargo should have been delivered. Written notice of apparent or patent loss or damage shall be provided to the Company immediately upon delivery and, in no event later than three days following delivery, and written notice of concealed or latent loss or damage shall be provided to the Company immediately upon discovery and, to the extent reasonably practicable, no later than fifteen days following delivery; provided, however, no such notice requirement shall reduce the mandatory minimum time for filing a claim or suit, to the extent such is prohibited by applicable law. Any civil action resulting from a claim governed by this subsection must commence no later than two years from the date the Company provides written notice that it has denied or disallowed all or a portion of such claim.

4. No Liability for The Selection or Services of Third Parties and/or Routes.

Unless Services are performed by persons or firms engaged pursuant to express written instructions from the Customer, the Company shall use reasonable care in its selection of third parties, or in selecting the means, route, and procedure to be followed in the handling, transportation, clearance, and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render Services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such Services nor does the Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the

Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

- 5. **Quotations Not Binding.** Quotations as to fees, rates of duty, freight charges, insurance premiums, or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements for handling or transportation of the shipment are agreed to between the Company and the Customer.
- 6. **Reliance on Information Furnished.**
 - (a) The Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection ("CBP"), other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on the Customers behalf.
 - (b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation, delivery orders, and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by the Customer; the Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete, or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export, or enter the goods.
 - (c) The Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that the Company is entitled to rely on the accuracy of such weights and to countersign or endorse it as agent of the Customer in order to provide the certified weight to the steamship lines. The Customer agrees that it shall indemnify and hold the Company harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable statements of the weight provided by the Customer or its agent or contractor on which the Company relies.
 - (d) The Customer acknowledges that it is required to advise the Company in advance of its intention to tender hazardous material goods and that it will otherwise comply with all federal and international hazardous material regulations.
- 7. **Declaring Higher Value to Third Parties.** Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at the Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.
- 8. **Insurance.** Unless requested to do so in writing and confirmed by the Company to the Customer in writing, the Company is under no obligation to procure insurance on the Customer's behalf; in all cases, the Customer shall pay all premiums and costs in connection with procuring requested insurance.
- 9. **Disclaimers; Limitation of Liability.**
 - (a) Except as specifically set forth herein, the Company makes no express or implied warranties in connection with its Services;
 - (b) In connection with all Services performed by the Company, the Customer may obtain additional insurance coverage for cargo loss or damage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering Services for the covered transaction(s).
 - (c) In all events, the Company's liability shall be limited to the following:
 - (i) where the claim arises from activities other than those relating to customs business, fifty United States Dollars (USD \$50.00) per shipment or transaction, or
 - (ii) where the claim arises from activities relating to "Customs business," fifty United States Dollars (USD \$50.00) per entry or the amount of brokerage fees paid to the Company for the entry, whichever is less;
 - (d) In no event shall the Company be liable or responsible for consequential, indirect, incidental, statutory, or punitive damages, even if it has been put on notice of the possibility of such damages, or for the acts of third parties.
 - (e) With respect to domestic transportation, the Company shall not be liable for a motor carrier's failure to maintain insurance or for the accuracy of any documentation furnished by a motor carrier to the Company or the Customer evidencing said coverage.
- 10. **Advancing Money.** All charges must be paid by the Customer in advance unless the Company agrees in writing to extend credit to the Customer; the Company's granting of credit to the Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.
- 11. **Indemnification/Hold Harmless.** The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, costs, penalties and/or attorneys' fees arising from the importation or exportation of the Customer's merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export, or security data supplied by the Customer or its agent or representative, which violates any Federal, State, and/or other laws or regulations, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines, and/or expenses, including but not limited to reasonable attorneys' fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit, or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company. Such indemnification and hold harmless shall include all claims and costs arising directly or indirectly as a result of actions the Company is required to take pursuant to customs regulations to report to CBP when the Company separates from or cancels representation of the Customer as a result of determining, in the Company's sole discretion, that the Customer is intentionally attempting to use the Company to defraud the U.S. Government or commit any criminal act against the U.S. Government.
- 12. **C.O.D. or Cash Collect Shipments.** The Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (C.O.D.," shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit, and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

13. **Past-Due Amounts; Costs of Collection.** Any past-due charges shall accrue an additional interest charge of 10% per annum of the past-due balance, or the maximum interest rate allowed by law, whichever is less, in addition to all collection costs, including reasonably attorneys' fees incurred by the Company.
14. **General Lien and Right to Sell Customer's Property.**
 (a) The Company shall have a continuing lien on any and all property and documents relating thereto of the Customer coming into the Company's actual or constructive possession, custody, or control or enroute, which lien shall survive delivery, for all charges, expenses, or advances owed to the Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. Customs duties, transportation charges, and related payments advanced by the Company shall be deemed paid in trust on behalf of the Customer and treated as pass through payments made on behalf of the Customer for which the Company is acting as a mere conduit.
 (b) The Company shall provide written notice to the Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; the Customer shall notify all parties having an interest in its shipment(s) of the Company's rights and/or the exercise of such lien.
 (c) Unless, within thirty days of receiving notice of lien, the Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of the Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, the Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to the Customer.
15. **No Duty to Maintain Records for Customer.** The Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for the Customer.
16. **Obtaining Binding Rulings, Filing Protests, Etc.** Unless requested by the Customer in writing and agreed to by the Company in writing, the Company shall be under no obligation to undertake any pre- or post-Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.
17. **No Duty to Provide Licensing Authority.** Unless requested by the Customer in writing and agreed to by the Company in writing, the Company shall not be responsible for determining licensing authority or obtaining any license or other authority pertaining to the export from or import into the United States.
18. **No Duty to Serve as a Party to the Transaction.** Unless requested by the Customer in writing and agreed to by an officer of the Company in writing, the Company shall not be construed as a party to any transaction including but not limited to manufacturer, seller, buyer, importer, importer of record, exporter, with any attendant obligations or responsibilities pertaining to the export from or import of merchandise into the United States or transactions in connection therewith.
19. **Preparation and Issuance of Bills of Lading.** Where the Company prepares and/or issues a bill of lading, the Customer or its agent shall supply to the Company, and the Company shall be under no obligation to specify thereon, the marks necessary to identify the goods; the number of pieces, packages and/or cartons; the quantity, weight, and apparent condition of the goods; etc. Unless specifically requested to do so in writing by the Customer or its agent and the Customer agrees to pay for same, the Company shall rely upon and use on any bill of lading or shipping document the information supplied by the Customer.
20. **No Modification or Amendment Unless Written.** These Terms and Conditions of Service may only be modified, altered, or amended in writing signed by both the Customer and the Company; any attempt to unilaterally modify, alter or amend same shall be null and void.
21. **Compensation of the Company.** The compensation of the Company for its Services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall additionally pay the expenses of collection and/or litigation, including reasonable attorneys' fees, as set forth in Section 13 herein.
22. **Force Majeure.** The Company shall not be liable for losses, damages, delays, wrongful or missed deliveries, or nonperformance, in whole or in part, of its responsibilities under these Terms and Conditions of Service, resulting from circumstances beyond the control of either the Company or its sub-contractors, including but not limited to: (i) acts of God, including flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) breaches of cyber security including but not limited to cyber outages or attacks; (iv) incidents or deteriorations to means of transportation, (v) embargoes, (vi) civil commotions or riots, (vii) defects, nature or inherent vice of the goods; (viii) acts, breaches of contract, or omissions by the Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (ix) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license or transportation permit; or (x) strikes, lockouts, or other labor conflicts. In such event, the Company reserves the right to amend any tariff or negotiated freight or logistics rates, on one day's notice, as necessary to provide the requested services.
23. **Severability.** In the event any Section(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, the remainder hereof shall remain in full force and effect. The Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.
24. **Governing Law; Consent to Jurisdiction and Venue.** These Terms and Conditions of Service and the relationship of the parties shall be construed according to the laws of the State of Texas without consideration of principles of conflict of law. The Customer and the Company:
 (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Texas;

- (b) agree that any action relating to the Services performed by the Company, shall only be brought in said courts located in Harris County, Texas;
 (c) consent to the exercise of in personam jurisdiction by said courts over it, and
 (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

Special Terms Governing ISPM 15-Related Services

These Special Terms Governing ISPM15-Related Work are in addition to, and supplement, the Terms and Conditions of Service and all other terms and conditions agreed between the Parties. Collectively, these documents constitute a legally binding contract between the "Company" and the "Customer".

1. Definitions.

- (a) "ISPM15" shall mean International Standards for Phytosanitary Measures No. 15.
 (b) "Wood Packing Materials" or "WPM" shall mean all hardwood or softwood packaging materials created using glue, heat, pressure, or a combination of the three, used to support, protect, or carry an item. WPM includes, without limitation, all pallets, skids, crates, bracing, dunnage, and all other wood components that are thicker than 0.24 in. (6 mm).

2. Special Provisions Governing Shipments Subject to ISPM15.

(a) Point of Origin.

- (i) The Company provides point of origin services to mitigate the risk of ISPM15 non-compliant WPM being included in shipments which it provides Services. If the Customer declines these services, or if the Customer retains services related to WPM at the point of origin from any provider other than the Company, the Company shall not be liable for any loss associated with a finding by CBP that WPM in a given shipment is non-compliant with ISPM15.
 (ii) The Company warrants that the Services to be provided under this Section shall be performed in a professional manner conforming to generally accepted industry standards and practices. The Customer agrees that the Company's liability under this Section 2(a) shall be limited to the lesser of (1) the remuneration received in respect of affected Services, or (2) the actual damage suffered by the Customer.
 (iii) Nothing contained in this provision shall be construed as a warranty on the part of either Party that a particular action or non-action by any government entity will occur.

(b) Non-Compliance Remediation.

- (i) The Company provides services to assist its customers with handling, coordinating, and remediating shipments that have been designated by CBP as non-compliant with ISPM15. If the Company begins its involvement with a given shipment at the point of ISPM15 non-compliance, the Company shall not be liable for any loss or damage sustained by the shipment prior to the point of the Company's retention.
 (ii) The Company exercises reasonable care in the provision of Services under this Section, but makes no warranty concerning, and shall not be liable for, any impact the chemicals used in the remediation process may have on a given shipment.
 (iii) Nothing contained in this Section shall be construed as a warranty on the part of either Party that a particular action or non-action by any government entity will occur.
 (iv) In no event shall the Company's liability under this Section 2(b) exceed the remuneration received for the Services provided, less all non-reimbursable outlays.

Special Terms Governing Services Consisting in Transportation Via Railroad

These Special Terms apply to Services involving the transportation of Goods by Rail and are in addition to, and supplement, the Terms and Conditions of Service and all other terms and conditions agreed to by the Parties. These Special Terms shall prevail over all other terms and conditions agreed to by the Parties in case of any inconsistency or conflict of provisions. Collectively, these documents constitute a legally binding contract between the "Company" and the "Customer".

1. Definitions.

- (a) "Goods" shall mean the totality of the property for which the Customer requires Transportation by rail.
 (b) "Services," as used in these Special Terms and Conditions, shall mean any scope of work undertaken by the Company on behalf of the Customer consisting of transportation of the Goods by rail and any other applicable modes of transportation and/or services utilized in the commission of the transportation of the Goods by rail.
 (c) "Load Date" means the date of loading instructed by the Customer and confirmed in writing by the Company, subject to space and equipment availability at the time of the shipment;
 (d) "Rescheduling" means the timely re-setting of the Load Date;
 (e) "Set-Back Charges" mean the penalties to be paid to the Company by the Customer in case of Rescheduling;
 (f) "Cancellation Charges" mean the penalties to be paid to the Company by the Customer in case of cancellation of the Services;
 (g) "Usage Rate" is the rate agreed by the Parties for the performance of the Services;
 (h) "Car" means railroad car used for the specific performance of transportation via railroad.

2. Special Provisions Governing Services Consisting in Transportation Via Railroad

(a) Railcar Availability.

- (i) Railcars are available on a first-come, first-served basis, with limited railcar series available. The Customer should provide all necessary shipment details to the Company at least eight (8) weeks prior to the Load Date if the Company is required to arrange railcar services.

(b) Clearance.

- (i) The Customer must provide drawing with the center of gravity clearly marked.
 (ii) The Customer must allow at least eight (8) weeks for the rail carrier to process clearance. The Company shall not be liable for any delay resulting from delayed clearance of the rail carrier.
 (iii) Final clearance by the rail carrier determines the shipments routing, equipment utilized, special handling requirements (if any), and other special requirements (for example, requirement to utilize any special trains, idlers, etc.).

Any change in Services required due to the final clearance may result in additional charges to be paid by the Customer.

(c) Counterweight.

(i) The Company's assessment(s) regarding need for counterweights is subject to change based upon additional information received during finalization of transport plans. If the Company did not anticipate a counterweight would be necessary for the Services but later determines such will be required and/or necessary, the Customer shall additionally pay the Company the cost incurred by the Company for the counterweight plus five percent (5%).

(d) Rail Improvement.

(i) Unless specified in writing by the Company on the quotation, the quotation issued to the Customer by the Company assumes no rail improvements are required based upon the latest rail siding survey. If the Company determines rail improvements are required, the Customer shall additionally pay the Company the cost incurred by the Company for the rail improvements plus five percent (5%).

(e) Police Escorts and Public Utilities.

(i) Police estimates and public utility costs provided in the Company's quotation to the Customer are merely estimates. If the final cost of such services exceed the estimated amount, the Customer shall additionally pay the Company the additional costs incurred by the Company for such services plus five percent (5%).

(f) Exclusions.

(i) Unless otherwise specified in writing by the Company on the quotation, the quotation excludes the below listed services and/or items. If it is later determined that one or more of services and/or items provided below is required, the Customer will be required to pay the additional costs charged to it by the Company for the Company's provision of such additional services and/or items:

- Rail car tie-down/securing;
- Transloading site fees/rent (if applicable, the site will be subject to review, inspection, and acceptance by rail and property management);
- Special train fees;
- Special switch fees;
- Bridge engineering, structural evaluation, and/or inspection;
- Bridge or culverts that would require jumper bridges; and
- Detention

(g) Setting Load Date / Rescheduling / Cancellation Charges.

(i) Once confirmed in writing by the Company, the Load Date becomes binding, subject to Rescheduling upon:

- Space & equipment availability;
- Final drawings.
- The carrier's approval of the final packing list, cargo specifications, cargo weight, cargo dimensions, and/or cargo volume;
- State, city, and county permit approvals; and
- Rail clearance;

(ii) The Customer may request Rescheduling free of charge only one-time, provided that the Rescheduling is requested in writing at least ten days prior original Load Date and that the Rescheduling does not postpone the original Load Date for longer than ten days.

(iii) Any Rescheduling for a reason(s) identified in Subsection (g) (i) above, successive Rescheduling, and any first Rescheduling by the Customer which does not meet the preconditions established in Subsection (g) (ii) above, shall be subject to the following Set-Back Charges:

Adjustment Range Rate	Basis
10 - 15 days	50% Initial 30 Day Usage Rate
16 - 29 days	75% Initial 30 Day Usage Rate
30 - 44 days	100% Initial 30 Day Usage Rate
45 days or beyond	daily prorated rate based on 30 Day Usage Rate.

(iv) If the Services are cancelled by the Customer while the Car is already enroute to the designated place of loading, the Customer shall be required to pay the Company a Cancellation Charge in amount of fifty percent (50%) of initial thirty days Usage Rate. If the Services are cancelled by the Customer after the Car has reached the designated place of loading, the Customer shall be required to pay the Company a Cancellation Charge in amount of one hundred percent (100%) of initial thirty-day Usage Rate.

(h) Cargo Insurance.

(i) Cargo insurance for Goods is not provided by the Company unless duly requested in writing by the Customer and confirmed in writing by the Company. If requested, it is understood and agreed that any cargo insurance will be placed on behalf of and at costs of the Customer. The Customer shall pay the Company for all premiums and costs incurred in connection with procuring the requested cargo insurance.

(i) Liability.

(i) The Company shall be liable for damage or loss of Goods to the extent such damage or loss arises from the gross negligence, omission, fraud or willful misconduct of the Company. Unless in the case of gross negligence, omission, fraud, or willful misconduct, the Company's liability shall be limited to USD 250,000.00 for any claims arising from the Services described in these Special Terms and Conditions.

(ii) In connection with all Services performed by the Company, the Customer may obtain additional liability coverage, up to the actual or declared value of the Goods, by requesting such coverage and agreeing to make payment to the Company therefor, such request must be made in writing and confirmed in writing by the Company prior to rendering Services for the covered transaction(s). The tariff concerning the additional liability coverage upon request are the following:

	Liability Limitations	Surcharge Premium
Tariff I	Basis Liability as per T&Cs Limited to USD \$250,000	No surcharge premium
Tariff II	Increased Liability to USD \$500,000	USD \$2,000
Tariff III	Increased Liability to USD \$750,000	USD \$2,500
Tariff IV	Increased Liability to USD \$1,000,000	USD \$3,000
Tariff V	Increased Liability to USD \$1,500,000	USD \$4,000

Tariff VI	Increased liability to USD \$2,000,000	USD \$6,000
Tariff VII	Increased Liability to USD \$2,500,000	USD \$8,000
Tariff VIII	Increased Liability to USD \$3,000,000	USD \$10,000

It is understood and agreed that the above limitation of liability amounts that might be required on request by the Customer shall be only considered for covering the Company's liability as per above, and not as cargo insurance coverage.

(j) Trucking Transport.

(i) Unless specified in writing by the Company on the quotation, the Services do not include trucking transport from the rail siding. If the quotation does not specify trucking transport or if the transportation exceeds the mileage provided on the quotation, the Customer will incur and be obligated to pay the Company additional charges.

(ii) Any truck loading and unloading cost is based upon two (2) free hours for loading and two (2) free hours for unloading. The Customer will incur and be obligated to pay the Company additional costs for any additional loading and/or unloading time required.

(iii) Unless specified by the Company in writing on the quotation, the cost quoted by the Company for trucking transport excludes any bridge or culverts that would require jumper bridges and any detention. If such Services are required, the Customer will incur and be obligated to pay the Company additional costs.

Special Terms Governing Warehousing and Storage Services

These Special Terms apply to Services involving warehousing and storage, and are in addition to, and supplement, the Terms and Conditions of Service all other terms and conditions agreed to by the Parties. These Special Terms shall prevail over all other terms and conditions agreed to by the Parties in case of any inconsistency or conflict of provisions.

1. Definitions.

(a) "Contract" shall mean, within these Special Terms Governing Warehousing and Storage Services, these Terms and Conditions, together with the Terms and Conditions of Service and the Offer.

(b) "Offer" means the Company's quotation provided to the Customer for the Services.

(c) "Services," as used in these Special Terms and Conditions, shall mean any scope of work undertaken by the Company on behalf of the Customer consisting of the Company's provision of warehousing and storage services.

(d) "Stored Goods" or "Goods" means the property tendered to the Company by the Customer for which the Company has agreed to provide the Services.

(e) "Replacement Cost" shall mean the lower of the Customer's actual manufacturing or acquisition cost to replace the lost or damaged Stored Goods at their pre-loss condition, less salvage value, if any.

2. Acceptance.

(a) The Contract must be accepted by signature of the Customer within thirty days from the proposal date set forth on the Offer. In the absence of written acceptance, the act of tendering the Goods for Services by the Company within thirty days from the proposal date shall constitute acceptance by the Customer.

(b) If the Goods tendered for Services do not conform to the description as stated on the Offer, or if conforming Goods are tendered after thirty days from the proposal date set forth in the Offer without prior written acceptance by the Company, then the Company may refuse to accept such Goods. If the Company accepts such Goods, the Customer expressly agrees to all terms of the Contract and to any rates and charges that the Company will invoice, regardless of whether such rates and charges are in accordance with the offer.

3. Ownership of Goods.

(a) The Customer warrants that it is the lawful owner and/or has lawful possession of the Goods tendered for storage. The Customer warrants that it has sole legal rights to store the Goods tendered, to release the Goods, and to instruct the Company regarding delivery or disposition of the Goods. The Customer agrees to notify all Parties acquiring any interest in the Goods of the terms and conditions of the Contract and further agrees to indemnify and hold the Company (including its officers, directors, parent and affiliated companies, employees, servants and agents) harmless from any claim by third parties relating to the ownership, storage, handling, or delivery of the Goods, or from any Services provided by the Company under the Contract. Such indemnification shall include any legal fees or costs incurred by the Company as a result of any claim by a third party, regardless of whether or not litigation is actually filed.

4. Storage.

(a) Pursuant to the terms and conditions of the Contract, the Company agrees to receive, store, and release the Goods in accordance with the Customer's reasonable written instructions.

(b) **Shipment to Warehouse.** The Customer agrees that all Goods shipped to the Company not using the Company's freight forwarding services shall identify the Customer on the bill of lading or other contracts of carriage as the named consignee, in care of the Company, and shall not identify the Company as the consignee. If, in violation of this provision, the Goods are shipped to the Company as named consignee on the bill of lading or other contract of carriage, the Customer agrees to immediately notify carrier in writing, with copy of such notice to the Company, that the Company named as consignee is the "in care of party" only and has no beneficial title or interest in the Goods. Furthermore, the Company shall have the right to refuse such Goods and shall not be liable for any loss or damage of any nature to, or related to, or mis consignment of, such Goods. Whether the Company accepts or refuses the Goods shipped in violation of this Section, the Customer agrees to indemnify and hold the Company (including its officers, directors, parent and affiliated companies, employees, servants and agents) harmless from all claims for transportation, storage, handling, and other charges relating to such Goods, including undercharges, truck/intermodal detention and other charges of any nature whatsoever.

(c) **Delivery Appointments.** The Customer is required to ensure that all transportation carriers utilized for delivery of the Goods to the Company's warehouse for Services shall schedule delivery by appointment with the Company twenty-four hours prior to delivery of the Goods. By prior arrangement, the Goods may be received or delivered during other than usual business hours, subject to an additional charge to be paid by the Customer. The Customer recognizes that failure on the part of the Customer to schedule delivery appointments may result in delays in the unloading and receipt of products tendered for storage.

- (d) **Palletization.** If the Company determines that the original palletization of the Goods must be broken down for storage purposes, the Company shall be authorized to break down the pallets without further notice required to the Customer.
- (e) **Storage Location.** The Company will store the Goods indoors or outdoors as specified in the Offer or, if not specified in the Offer, at its discretion. The identification of any specific location within the Company's warehouse complex does not guarantee that the Goods shall be stored therein. Upon ten days' prior notice provided to the Customer, the Company may at its own expense, remove the Goods to any other warehouse complex operated by the Company.
- (f) **Release of Stored Goods.** The Company shall use all reasonable efforts to release the Stored Goods to the Customer or its designee within a reasonable time after the Company's receipt of the Customer's written instructions to do so (each, a "Release Order"), provided that all charges have been paid in full. The Company may without liability rely on any information contained in any instructions or other communication from the Customer. The Customer shall be responsible for all shipping, handling, and other charges assessed by carriers and other third parties in connection with the delivery and/or other shipment of the Goods. A Release Order providing instructions to transfer the Goods on the books of the Company to any other depositor of goods in the Company's warehouse will not be effective until such Release Order is delivered to and accepted by the Company in writing. The depositor of record shall be responsible for all charges up to the time the actual transfer of the applicable the Goods is made. When the Stored Goods are transferred from one party to another through issuance of a new warehouse receipt, a new storage date for the transferee will be established effective on the date of transfer.
- (g) **Additional Services and Changes.** Services are limited to the ordinary labor involved in receiving tendered Goods at the Company's warehouse door, placing Goods in storage, and returning the Goods (that are to be dispatched from the Company's warehouse) to the Company's warehouse door. The Company may provide additional services to the Customer as requested and as agreed. Additional charges may apply whenever: the Goods are pulled but not used for distribution or release; compiling of special stock statements; palletizing; reporting marked weights, serial numbers, or other data from packages; physical inventories are requested by the Customer; when providing dunnage, bracing, packing materials, or other special supplies; and additional services are requested that are not explicitly included in the monthly storage charge quoted to the Customer in the Offer. All additional charges will be provided to the Customer and will be invoiced to the Customer in addition to any storage charges due.
- 5. Termination of Storage.**
The Company reserves the right to terminate Services and to require the removal of the Goods, or any portion thereof, by giving the Customer thirty days advance written notice. The Customer shall be responsible for payment of all charges attributable to said Goods within the stated period and for removing the Goods from the warehouse upon payment of all such charges. If the Goods are not so removed, the Company may exercise its rights under applicable law, including but not limited to selling the Goods.
- 6. Customer Warranties and Tender for Storage.**
- (a) The Customer warrants that the Goods are properly marked, packaged, labeled, and classified for handling and are fit for storage and any transportation as may be required. The Company will not accept Goods that are not properly packaged or which, in the reasonable opinion of the Company, are not suitable for movement or storage within the warehouse.
- (b) The Customer shall furnish at or prior to delivery a manifest showing marks, brands, or sizes to be accounted for separately and the class of storage desired, if applicable.
- (c) The Company's receipt and delivery of a LOT (or partial LOT) shall be made without subsequent sorting except by special arrangement and subject to an additional charge.
- (d) **Hazardous Materials.** Unless otherwise made known to the Company and accepted by the Company in writing, the Customer warrants that the Goods are not considered hazardous materials and/or dangerous goods at the time the Goods are tendered to the Company. If hazardous materials and/or dangerous goods are tendered for Services and specifically accepted by the Company, a notation shall be so made on the face of the Offer. The Customer warrants that the Goods shall be limited to the permissible materials and quantities in the then current regulations, and agrees to (i) properly classify the Goods, (ii) to accurately and sufficiently describe the Goods, (iii) pack and mark the Goods so as to comply in all respects with such regulations governing the handling or storage of hazardous materials and/or dangerous goods, and (iv) provide the Company with all necessary or useful information for the safe storage and handling of the Goods including but not limited to, whenever applicable, Material Safety Data Sheets and/or Product Safety Data Sheets. If the Customer breaches any of the foregoing warranties related to tender of hazardous materials or dangerous goods, or otherwise delivers any such unfit Goods to the Company, the Company shall be entitled to exercise all available remedies including the immediate destruction or removal of the Goods from the warehouse without notice to the Customer. In the event of the foregoing breach of the Customer warranties, the Customer shall be liable for all expenses costs, losses, damages, fines, penalties or other expenses of any sort incurred by the Company in connection with the removal, or destruction, or handling of the Goods and shall indemnify Company (including its officers, directors, parent and affiliated companies, employees, servants and agents) against all amounts, liabilities, claims, or damages arising in connection with the Goods.
- (e) **Information from Customer.** For all Goods tendered for Services, the Customer shall supply the Company with all such information and documents as are necessary to comply with all laws, rules and regulations. For all Goods, the Customer shall provide to the Company all documents or information necessary or useful for the safe and proper warehousing, handling, storage, and transportation (if any) of the Goods. If all such information and documents are not fully, accurately, and timely provided to the Company, the Customer shall indemnify the Company for all consequences of such failure.
- (f) **Compliance.** The Customer warrants its compliance with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws, as well as with the U.S. Foreign Corrupt Practices Act and similar laws related to anti-corruption and anti-bribery.
- 7. Access and Inspection.**
The Customer may, subject to the Company's security and insurance regulations and other reasonable limitations, have access to the Goods at any reasonable time, provided at least forty-eight hours written notice is given to the Company and provided the Customer or its

authorized representative is accompanied by an employee of the Company, whose time shall be an additional charge to the Customer.

8. Storage Charges.

The Customer shall pay the storage charges and service fees at the rates set forth in the Offer. The quoted rates are based on the assumptions identified in the Offer. In the event the information therein changes, is untrue or differs greatly from the description provided by the Customer, then the Company reserves the right to amend the Offer or immediately terminate the Contract. All charges are exclusive of all sales, use, and excise taxes, and any other similar taxes. Unless otherwise agreed between the Customer and the Company, all Goods are stored on a month-to-month basis, and charges are per calendar month. Any charges applicable to incoming Goods will be billed as of the date for which the Company accepts care, custody and control of the Goods, regardless of unloading date or date of issue of the Offer.

9. Payment Terms & Collection Expenses.

Warehousing and storage charges for the Services are due and payable monthly, in advance. The Company will issue the monthly statement in advance to the Customer and the Customer shall pay the Company within thirty days of the invoice date unless otherwise agreed by the Parties in writing. All invoices not paid within thirty days of invoice date will be subject to a late fee of 1.5% per month, or the maximum rate then allowable pursuant to applicable law (whichever is lower), calculated and compounded daily, from the date due until paid in full. Without prejudice to other remedies available under the Contract or at law (which the Company does not waive by the exercise of any rights hereunder), the Company shall be entitled to suspend the release of any of the Goods or cease performance of any Services if the Customer fails to pay any amounts when due hereunder and such failure continues for thirty days following written notice thereof. In addition, if it becomes necessary for the Company to utilize a collection agency and/or an attorney to collect any unpaid amount owed or to assist in effectuating its warehousing lien, the Customer shall be obligated to pay the collection agency fees and/or attorney fees, and expenses including court costs incurred, regardless of whether litigation is actually filed. The Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with the Company.

10. Lien Rights.

The Company shall have a general warehouse lien on the Goods tendered by the Customer, on the proceeds from the sale thereof and on any and all property belonging to the Customer in the Company's possession, custody or control to secure the Company's payment of all charges, advances or amounts of any kind due to the Company under the Contract (including charges for storage, handling, transportation, forwarding, demurrage, terminal charges, weighing cooping, insurance, interest, labor, and any other charges incurred). The Company may refuse to surrender possession of the Goods until all charges or debts are paid in full. If such amounts remain unpaid for thirty days after the Company's demand for payment, the Company may sell the Goods at public auction or private sale or in any other reasonable manner and shall apply the proceeds of such sale to the amounts owed and the expenses of such sale, including attorneys' fees. The Customer remains responsible for any deficiency outstanding to Company's.

11. Liability.

- (a) The Company shall not be liable for any loss or destruction of or damage to the Stored Goods, however caused, unless such loss, damage or destruction resulted from Company's failure to exercise such care in regard to the Stored Goods as a reasonably careful person would exercise under like circumstances. The Company is not liable for damages which could not have been avoided by the exercise of such care. The Company and the Customer agree that the Company's duty of care referred to herein shall not extend to providing a sprinkler system at the warehouse complex or any portion thereof. In no event shall the Company be liable for any loss, damage, deterioration, or delay in the delivery caused by:
- (i) flood, wind, storm, earthquake or other acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical or equipment failures; cyber-attacks; corruption of electronically transmitted data; civil commotions; hazards incidents to a state of war; acts of terrorism; acts or omissions of customs or quarantine officials; acts of carriers related to security; the nature of the Goods or any defects thereof; inherent vice of the Goods; loss in quality or the perishable qualities of the Goods; drainage; dampness; rust; contact with or odors from other goods; loss in weight; insufficient cooeping; insufficient boxing, crating or packing; ordinary wear and tear in handling; fires; vermin; moths; mice; frost or change of weather; leakage or failure to detect the same; sprinkler leakage, steam, heating or corruption, rust, decay or water or other damages resulting from defects in the structure of the warehouse, including the water system, sewer, drainage, electricity, or other causes beyond its control;
 - (ii) fragile articles injured or broken, unless packed by the Company's employees and unpacked by them at the time of delivery;
 - (iii) pilferage or theft, unless such loss or damage is caused by the failure of the Company to exercise such ordinary care required by law;
 - (iv) concealed damage, or for losses incurred due to the concealed damage of the Stored Goods; and
 - (v) the negligence or intentional misconduct of the Customer or any of its employees, agents, carriers or subcontractors.
- (b) In no event shall the Company be responsible for loss or damage to documents, stamps, securities, artwork, heirlooms, jewelry or other articles of high and unusual value unless a special agreement in writing is made between the Company and the Customer with respect to such articles.
- (c) Where loss or damage occurs to tendered, stored or handled Stored Goods, for which the Company is not liable, the Customer shall be responsible for the cost of removing and disposing of such Stored Goods and the cost of any environmental clean-up and site remediation resulting from the loss or damage to the Stored Goods
- (d) If the Company negligently misships the Goods to the wrong address, the Company shall pay the reasonable transportation charges incurred to return the misshipped Goods to the Company's warehouse. If the consignee fails to return the Goods, the Company's maximum liability for the lost or damaged Goods shall be as specified in Section 13 below (Limitations) and Company shall have no liability for damages due to the consignee's acceptance or use of the Goods whether such Goods be those of Customer or another.

12. Mysterious Disappearance

The Company shall be liable for loss of Stored Goods due to inventory shortage or unexplained or mysterious disappearance of Stored Goods only if the Customer establishes such loss occurred because of the Company's failure to exercise the care required of the Company under Section 11 above (Liability). A discrepancy rate of 1.0% ("Allowance") is acceptable on the total inventory value at the time of any physical inventory count, not to exceed \$1,000 annually. Any missing merchandise over and above this rate according to

the Company's computer records is payable by the Company at the rate stated in Section 13 below (Limitations). Any presumption of conversion imposed by law shall not apply to such loss and a claim by the Customer of conversion must be established by affirmative evidence that the Company converted the Stored Goods to the Company's own use.

13. Limitations.

In the event of loss or damage to the Stored Goods for which the Company is legally liable, the Company's liability shall be limited to: the lesser of the repair or "Replacement Cost" of the lost or damaged Stored Goods, subject to a maximum of fifty cents (\$.50) per pound. Such liability may be increased by the Company's written acceptance at the Company's sole discretion if (i) the Customer declared a higher value for such Goods; (ii) the Customer made a written request to the Company to purchase insurance; (iii) the Company agreed in writing to purchase insurance for the Goods at the Customer's benefit, and (iv) the Customer has paid the supplementary charge in accordance with the terms of the Contract.

(a) In no event shall the Company's aggregate liability in connection with warehousing and storage services, including but not limited to, the Company's liability under the preceding sentence, exceed the total of the amounts paid to the Company for warehousing and storage services rendered hereunder in the twelve months preceding the claim or \$ 50,000 USD, whichever is less.

(b) The Customer hereby waives and releases, for itself and its insurers, any and all rights of recovery, claims, actions, or causes of action against the Company, including its agents, contractors, officers, and employees, for loss of or damage to the Goods that are within the Allowance (defined in Section 12) or beyond the limitation contained in this Section 13.

14. Insurance.

Unless specifically agreed to in writing by the Company, the Company will not insure the Stored Goods while in storage and the storage rates or charges billed to the Customer do not include any insurance on the Stored Goods. Accordingly, it is the sole responsibility of the Customer to make sure the Stored Goods are insured. The Customer covenants that no insurer shall hold any right of subrogation against the Company (its officers, directors, parent and affiliated companies, employees, servants and agents).

15. Temperature or Humidity Controlled Storage.

Unless specifically agreed to in writing, the Company shall not be responsible for storage of the Goods in a temperature or humidity-controlled environment. The Customer knowingly accepts that the Goods will be warehoused in a nontemperature/humidity-controlled environment. The Company will not be responsible for any loss or damage to the Goods that result from fluctuations in temperature range or in humidity levels of the warehouse. The Company will furthermore not be responsible for losses or damages incurred to perishable Goods, unless otherwise agreed to in writing by the Company prior to tender of the Goods for storage.

16. Inspection & Security.

All shipments are subject to inspection by the Company; by the Company's Carriers for any transportation services provided, if any; and by any duly authorized government or regulatory entities, including but not limited to the U.S. Transportation Security Administration, U.S. Customs and Border Protection, and like entities. Notwithstanding the foregoing right to inspect shipments, the Company is not obligated to perform such inspection except as mandated by law. Further, the Company reserves the right to unilaterally reject any Goods that it deems unfit for transport, or for storage under the Contract, after inspection.

17. Notice of Claim and Filing Suit.

(a) Notice of Claim. The Company shall not be liable for any claim whatsoever for any loss, damage, or destruction of the Goods unless it is timely filed, in writing, within a maximum of sixty (60) days after the Customer knew, or should have known by the exercise of reasonable care, of such loss or damage.

(b) Time Bar. Any lawsuit or other claim against the Company with respect to the Goods shall be forever waived unless commenced within nine (9) months after the Customer knew, or should have known by the exercise of reasonable care, about such loss or damage.

(c) Any and all claims against the Company unrelated to Goods must be filed and properly served on Company within six (6) months.

18. Notices.

All written notices herein may be transmitted by any commercially reasonable means of communication providing delivery receipt to the sender, and shall be directed to the Company and the Customer at the address set forth on the Offer, unless otherwise instructed by either party in writing.

19. Merger; Waiver; Severability; etc.

The Contract (as defined above) constitutes the entire understanding between the Customer and the Company regarding the storage of the Goods and the Services provided. The Contract supersedes all prior or contemporaneous verbal or written negotiations, statements, representations, or agreements. The Contract may not be modified except for a written agreement between the Customer and an officer of the Company. If any section or portion of the Contract is held by any court to be illegal or unenforceable it shall not affect the legality or enforceability of the remaining provisions or terms and conditions therein. The Company's failure to insist upon strict compliance with any provision of the Contract shall not constitute a waiver or estoppel to later demand strict compliance thereof and shall not constitute a waiver of or estoppel to insist upon strict compliance with all other provisions of the Contract. The use of headings in the Contract are for ease of reference only.

20. Assignment.

Neither Party may assign its rights or delegate its duties and obligations under this Agreement to any other person or entity without the prior written consent of the other; provided, however, that either Party may assign the Contract to an affiliate or a successor-in-interest upon notice to the other party without consent.

21. Third-Party Beneficiaries.

The Contract is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein shall confer upon any other person or entity any legal or equitable right or remedy; except that all limitations and defenses to liability granted to the Company shall be automatically extended to all parent, subsidiary, and affiliated entities and all subcontractors of the Company and the owners, directors, officers, employees, and agents of each of the foregoing.

22. Counterparts.

The Offer may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A PDF or other electronically transmitted signature shall be treated as an original signature hereunder.

END OF DOCUMENT