

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.

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 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 Company on behalf of Customer, as evidenced by a Scope of Work or other written document that accompanies these Terms and Conditions.
- (f) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, 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. 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 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 Customer.
- (b) All suits against Company must be filed and properly served on 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 of loss;
 - (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 entry(s);
 - (v) For all other claims of any other type, within two years from the date of the loss or damage.

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, 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 Company assume responsibility or liability for any actions(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 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 are agreed to between the Company and the Customer.

6. Reliance on Information Furnished.

- (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, 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 Customers behalf.
- (b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation 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 Customer; 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 all information required to import, export or enter the goods.
- (c) 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 Company is entitled to rely on the accuracy of such weights and to countersign or endorse it as agent of 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) Customer acknowledges that it is required to advise 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 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 to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, 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, Company makes no express or implied warranties in connection with its Services;
- (b) In connection with all Services performed by the Company, Customer may obtain additional insurance coverage for 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 Company for the entry, whichever is less;
- (d) In no event shall 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, 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 Company or Customer evidencing said coverage.

10. Advancing Money. All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a 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, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, 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 attorney's 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.
- 12. C.O.D. or Cash Collect Shipments.** 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. Costs of Collection.** In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Company.
- 14. General Lien and Right to Sell Customer's Property.**
- Company shall have a continuing lien on all property and documents relating thereto of Customer coming into Company's actual or constructive possession, custody or control or enroute, which lien shall survive delivery, for all charges, expenses or advances owed to 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.
 - Company shall provide written notice to 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; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.
 - Unless, within thirty days of receiving notice of lien, 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 Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, 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 Customer.
- 15. No Duty to Maintain Records for Customer.** 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 Customer.
- 16. Obtaining Binding Rulings, Filing Protests, etc.** Unless requested by Customer in writing and agreed to by Company in writing, 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 Customer in writing and agreed to by the Company in writing, 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. Preparation and Issuance of Bills of Lading.** Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.
- 19. No Modification or Amendment Unless Written.** These Terms and Conditions of Service may only be modified, altered, or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.
- 20. Compensation of 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 pay the expenses of collection and/or litigation, including a reasonable attorney fee.
- 21. Force Majeure.** Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the

control of either 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) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts. In such event, 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 service.

22. Severability. In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. 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.

23. 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. Customer and Company:

- irrevocably consent to the jurisdiction of the United States District Court and the State courts of Texas;
- agree that any action relating to the Services performed by Company, shall only be brought in said courts;
- consent to the exercise of *in personam* jurisdiction by said courts over it, and
- 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, 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.

- "ISPM15" shall mean International Standards for Phytosanitary Measures No. 15.
- "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.

- Company provides point of origin services to mitigate the risk of ISPM15 non-compliant WPM being included in its shipments. If Customer declines these services, or if Customer retains services related to WPM at the point of origin from any provider other than Company, Company shall not be liable for any loss associated with a finding by U.S. Customs and Border Patrol (CBP) that WPM in a given shipment is non-compliant with ISPM15.
- 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. 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 Customer.
- 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.

- Company provides services to assist customers with handling, coordinating, and remediating shipments that have been designated by CBP as non-compliant with ISPM15. If Company begins its involvement with a given shipment at the point of ISPM15 non-compliance, Company shall not be liable for any loss or damage sustained by the shipment prior to the point of Company's retention.
- 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.
- 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.
- In no event shall 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. These Special Terms are in addition to, and supplement, 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 Customer requires Transportation by rail.
- (b) "Services" shall mean any Scope of Work consisting of transportation of Goods
- (c) "Load Date" means the date of loading instructed by the "Customer" and confirmed in writing by the Company;
- (d) "Rescheduling" means the timely re-setting of the Load Date;
- (e) "Set-Back Charges" mean the penalties to be paid by Customer in case of re-setting of the Load Date;
- (f) "Cancellation Charges" mean the penalties to be paid by 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) Setting Load Date / Rescheduling / Cancellation Charges.
 - (i) Once confirmed in writing by the Company, the Load Date becomes binding and subject to Rescheduling only upon request in writing.
 - (ii) Load date can be subject to Rescheduling free of charge only one time and only in case the Rescheduling would be required in writing at least 10 days prior original Load Date and postponed for not longer than 10 days from the original Load Date.
 - (iii) Every successive Rescheduling or first Rescheduling not fulfilling above pre-conditions 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 en-route for reaching designated place of loading, the Customer shall be due to pay a Cancellation Charge in amount of 50% of initial 30 days Usage Rate. If the Services are cancelled by the Customer after the Car already reached designated place of loading, the Customer shall be due to pay a Cancellation Charge in amount of 100% of initial 30 days Usage Rate.
- (b) Liability.
 - (i) Cargo Insurance for Goods is not provided by Company unless duly requested in writing by the Customer. If requested, it is understood and agreed that the cargo insurance will be placed on behalf of and at costs of the Customer.
 - (ii) Company shall be liable for damage or loss of Goods up to the extent these damages and costs arise out of gross negligence, omission, fraud or willful misconduct of the Company. Unless in the case of gross negligence, omission, fraud, or willful misconduct, the maximum liability of the Company shall be limited to USD 250,000.00 for the Goods.
 - (iii) In connection with all Services performed by the Company, 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 therefor, which request must be 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 Customer shall be only considered for covering Company's liability as per above and not as cargo insurance coverage.

Special Terms Governing Warehousing and Storage Services

These Special Terms apply to Services involving the warehousing and storage. These Special Terms are in addition to, and supplement, 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 Company's service quotation (the "Offer").
- (b) "Stored Goods" means the property tendered to Company by Customer for which Company has agreed to store.
- (c) "Replacement Cost" shall mean the lower of Company'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 within 30 days from the proposal date set forth on the Offer by signature of Customer. In the absence of written acceptance, the act of tendering Goods for storage by Company within 30 days from the proposal date shall constitute acceptance by Customer.
- (b) If Goods tendered for storage or other services do not conform to the description as stated on the Offer, or conforming Goods are tendered after 30 days from the proposal date without prior written acceptance by Customer as provided in Section 3.1, then Company may refuse to accept such Goods. If Company accepts such Goods, then Customer agrees to rates and charges that Company will invoice and to all terms of the Contract.

3. Ownership of Goods.

Customer warrants that it is the lawful owner and/or has lawful possession of the Goods tendered for storage. Customer warrants that it has sole legal rights to store Goods tendered, to release Goods, and to instruct Company regarding delivery or disposition of the Goods. 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 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 Goods, or from any other services provided by Company under the Contract. Such indemnification shall include any legal fees or costs incurred from 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, Company agrees to receive, store, and release the Goods in accordance with Customer's reasonable written instructions.
- (b) Shipment to Warehouse. Customer agrees that all Goods shipped to Company not using Company's freight forwarding services shall identify Customer on the bill of lading or other contracts of carriage as the named consignee, in care of Company, and shall not identify Company as the consignee. If, in violation of this provision, Goods are shipped to Company as named consignee on the bill of lading or other contract of carriage, Customer agrees to immediately notify carrier in writing, with copy of such notice to Company, that Company named as consignee is the "in care of party" only and has no beneficial title or interest in the Goods. Furthermore, 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 misconsignment of, such Goods. Whether Company accepts or refuses Goods shipped in violation of this provision, Customer agrees to indemnify and hold 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. Customer is required to ensure that all transportation carriers utilized for delivery of Goods to Company's warehouse for storage shall schedule delivery by appointment with Company 24 hours prior to delivery of Goods. By prior arrangement, Goods may be received or delivered during other than usual business hours, subject to a charge. Customer recognizes that failure on the part of Customer to schedule delivery appointments may result in delays in the unloading and receipt of products tendered for storage.
- (d) Palletization. If Company determines that the original palletization of Goods must be broken down for storage purposes, Company shall be authorized to break down the pallets without further notice required to Customer.
- (e) Storage Location. Company will store the Goods at its discretion indoors or outdoors as stated in the Offer. The identification of any specific location within Company's warehouse complex does not guarantee that Goods shall be stored therein. Upon 10 days' prior notice provided to Customer, Company may at its own expense, remove Goods to any other warehouse complex operated by Company.
- (f) Release of Stored Goods. Company shall use all reasonable efforts to release the Stored Goods to Customer or its designee within a reasonable time after Company's receipt of Customer's written instructions to do so (each, a "Release Order"), provided that all charges have been paid in full. Company may without liability rely on any information contained in any instructions or other communication from Customer. 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 Goods on the books of 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 Company. The depositor of record shall be responsible for all charges up to the time the actual transfer of the applicable Goods is made. When Goods in storage 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. Standard services are limited to the ordinary labor involved in receiving tendered Goods at Company's warehouse door, placing Goods in storage, and returning Goods (that are to be dispatched from the Warehouse) to warehouse door. Company may provide additional services to Customer as requested and as agreed. Additional charges may apply whenever 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; whenever physical inventories are requested by Customer; when providing dunnage, bracing, packing materials or other special supplies; and whenever additional services are requested that are not explicitly included in the monthly storage charge quoted to Customer. All additional charges will be provided to Customer and will be invoiced to Customer in addition to any storage charges due.

5. Termination of Storage.

Company reserves the right to terminate storage and to require the removal of the Goods, or any portion thereof, by giving Customer 30 days advance written notice. 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 charges. If the Goods are not so removed, Company may exercise its rights under applicable law including but not limited to selling the Goods.

6. Customer Warranties and Tender for Storage.

- (a) 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. Company will not accept Goods that are not properly packaged or which, in the reasonable opinion of Company, are not suitable for movement or storage within the warehouse.
- (b) 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) Company's receipt and delivery of a LOT (or partial LOT) shall be made without subsequent sorting except by special arrangement and subject to a charge.
- (d) Hazardous Materials. Unless otherwise made known to Company in writing and accepted by Company, Customer warrants that the Goods are not considered hazardous materials and/or dangerous goods at the time the Goods are tendered to Company. If hazardous materials and/or dangerous goods are tendered for storage and specifically accepted by Company, a notation shall be so made on the face of the Offer. 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, to accurately and sufficiently describe the Goods, (ii) 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 (iii) provide 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 Customer breaches any of the foregoing warranties related to tender of hazardous materials or dangerous goods, or otherwise delivers any such unfit Goods to Company, Company shall be entitled to exercise all available remedies including the immediate destruction or removal of the Goods from the warehouse without notice to Customer. In the event of the foregoing breach of Customer warranties, Customer shall be liable for all expenses costs, losses, damages, fines, penalties or other expenses of any sort incurred by 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 storage, Customer shall supply such information and documents as are necessary to comply with all laws, rules and regulations. For all Goods, Customer shall provide to 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 Company, Customer shall indemnify Company for all consequences of such failure.
- (f) Compliance. 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.

Customer may, subject to Company's security and insurance regulations and other reasonable limitations, have access to the Goods at any reasonable time, provided at least 48 hours written notice is given and provided Customer or its authorized representative is accompanied by an employee of Company, whose time shall be an additional charge to Customer.

8. Storage Charges.

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 Customer, then 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 Customer and 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 are due and payable monthly, in advance. Company will issue the monthly statement in advance to Customer and Customer shall pay Company within 30 days of the invoice date unless otherwise agreed by the Parties in writing. All invoices not paid within 30 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 higher), 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 Company does not waive by the exercise of any rights hereunder), Company shall be entitled to suspend the release of any Goods or cease performance of any services if Customer fails to pay any amounts when due hereunder and such failure continues for 30 days following written notice thereof. In addition, if it becomes necessary for Company to utilize a collection agency and/or an attorney to collect any unpaid amount owed or to assist in effectuating its warehousing lien, 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. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Company.

10. Lien Rights.

Company shall have a general warehouse lien on the Goods tendered by Customer, on the proceeds from the sale thereof and on any and all property belonging to Customer in Company's possession, custody or control to secure Company's payment of all charges, advances or amounts of any kind due to Company under the Contract (including charges for storage, handling, transportation, forwarding, demurrage, terminal charges, weighing cooping, insurance, interest, labor, and any other charges incurred). Company may refuse to surrender possession of the Goods until all charges or debts are paid in full. If such amounts remain unpaid for 30 days after Company's demand for payment, Company may sell the Goods at public auction or private sale or in any other manner reasonable and shall apply the proceeds of such sale to the amounts owed and the expenses of such sale, including attorneys' fees. Customer remains responsible for any deficiency outstanding to Company.

11. Liability.

- (a) 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. Company is not liable for damages which could not have been avoided by the exercise of such care. Company and Customer agree that 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 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 freight or any defects thereof; inherent vice of the goods; loss in quality or the perishable qualities of the merchandise; drainage; dampness; rust; contact with or odors from other goods; loss in weight; insufficient cooperation; 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 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 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 Customer or any of its employees, agents, carriers or subcontractors.
- (a) In no event shall 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 Company and Customer with respect to such articles.
- (b) Where loss or damage occurs to tendered, stored or handled Stored Goods, for which Company is not liable, 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
- (c) If company negligently misships Goods to the wrong address, 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, Company's maximum liability shall be for the lost or damaged Goods as specified in Section 5 below (Liability) 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

Company shall be liable for loss of Stored Goods due to inventory shortage or unexplained or mysterious disappearance of Stored Goods only if Customer establishes such loss occurred because of Company's failure to exercise the care required of Company under Section 11.(a) 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 Company's computer records is payable by Company at the rate stated in Section 5 below (Limitations). Any presumption of conversion imposed by law shall not apply to such loss and a claim by Customer of conversion must be established by affirmative evidence that Company converted the stored Goods to Company's own use.

13. Limitations.

In the event of loss or damage to the Stored Goods for which Company is legally liable, 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 written acceptance at Company's sole discretion if (i) Customer declared a higher value for such Goods; (ii) Customer made a written request to Company to purchase insurance; (iii) Company agreed in writing to purchase insurance for the Goods at Customer's benefit, and (iv) Customer has paid the supplementary charge in accordance with the terms of the Contract.

(a) In no event shall Company's aggregate liability in connection with warehousing and storage services, including but not limited to, Company's liability under the preceding sentence, exceed the total of the amounts paid to Company for warehousing and storage services rendered hereunder in the 12 months preceding the claim or \$ [50,000], whichever is less.

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

14. Insurance.

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

15. Temperature or Humidity Controlled Storage.

Unless specifically agreed to in writing, Company shall not be responsible for storage of the Goods in a temperature or humidity-controlled environment. Customer knowingly accepts that the Goods will be warehoused in a nontemperature/humidity-controlled environment. 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. Company will furthermore not be responsible for losses or damages incurred to perishable Goods, unless otherwise agreed to in writing prior to tender of the Goods for storage.

16. Inspection & Security.

All shipments are subject to inspection by Company; by 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, Company is not obligated to perform such inspection except as mandated by law. Further, Company reserves the right to unilaterally reject any shipment 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. 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 60 days after 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 Company with respect to the Goods shall be forever waived unless commenced within nine (9) months after Customer knew, or should have known by the exercise of reasonable care, about such loss or damage.

(c) Any and all claims against 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 Company and 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 Customer and Company regarding the storage of the Goods and 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 Customer and an officer of 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. 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 Company shall be automatically extended to all parent, subsidiary, and affiliated entities and all subcontractors of 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