

ESTES FORWARDING WORLDWIDE, LLC WAREHOUSING TERMS AND CONDITIONS

SECTION 1. INTRODUCTION

The terms contained in the Estes Forwarding Worldwide, LLC (EFW) Warehousing Terms and Conditions are subject to change without notice. In tendering the goods for warehousing, the Depositor and any other Party with interest in the goods being stored (or anyone claiming by, through or on behalf of such Parties) agree to these terms and conditions. Unless there is a Warehousing Agreement signed by EFW and the Depositor, all Parties agree that the EFW Terms and Conditions shall apply to all Warehousing activities/services. If there is a conflict between these terms and conditions and the terms and conditions on any Estes Forwarding Worldwide, LLC transit documentation, the terms and conditions contained herein shall control. Should any provision(s) of these terms and conditions for any reason be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of any remaining provisions, conditions or terms. Any failure to enforce or apply a term, condition or provision shall not constitute a waiver of that term, condition or provision in the future.

NO PERSON OR PARTY OTHER THAN A CORPORATE EXECUTIVE OF ESTES FORWARDING WORLDWIDE, LLC SHALL BE AUTHORIZED TO CHANGE OR MODIFY THESE TERMS. EXCEPT FOR MODIFICATIONS TO THE TERMS POSTED ON THE WEBSITE, ANY SUCH MODIFICATION MUST BE IN WRITING AND SIGNED BY AN AUTHORIZED CORPORATE EXECUTIVE OF ESTES FORWARDING WORLDWIDE, LLC.

SECTION 2. ACCEPTANCE OF GOODS, RATES AND CHARGES

Rates and charges for public warehousing services will be set forth in writing, agreed upon and signed by both EFW and Depositor. EFW reserves the right to increase rates and charges upon a 30-day prior written notice to DEPOSITOR. Payment for EFW's performance shall be paid to EFW by DEPOSITOR within thirty (30) days after the receipt by DEPOSITOR of EFW's invoice.

SECTION 3. SHIPPING

DEPOSITOR agrees that all goods shipped to and from EFW shall identify DEPOSITOR on the bill of lading or other contract of carriage as the named consignee, in care of EFW, and shall not identify EFW as the consignee. If, in violation, goods are shipped to EFW as named consignee on the bill of lading or other contract of carriage, DEPOSITOR agrees to immediately notify carrier in writing, with copy of such notice to EFW, that EFW named as consignee is the "in care of party" only and has no beneficial title or interest in the goods. FURTHERMORE, EFW shall have the right to refuse such goods and shall not be liable for any loss, mis-consignment, or damage of any nature to, or related to, such goods. The parties agree that, regardless of whether EFW is incorrectly identified as named consignee, or DEPOSITOR fails to notify the carrier of the incorrect identification on the bill of lading or other contract of carriage, under no circumstances shall EFW be consigned as the consignee for purposes of identifying the "importer" under 21 U.S.C Section 384a. The parties further agree that, regardless of whether EFW is named as an "agent" for purposes of 21 U.S.C. 350d or received notification from the

U.S. government with respect to confirmation of EFW's status as "agent" under 21 U.S.C. Section 350d, under no circumstances shall EFW be an agent for the purposes of identifying the "importer". EFW shall not be responsible for complying with or performing the duties required of an "importer" under 21 U.S.C. section 384a. Whether EFW accepts or refuses goods shipped in violation of this Section 3, DEPOSITOR agrees to indemnify and hold EFW harmless from all claims for transportation, storage, handling and other charges relating to such goods, including undercharges, rail demurrage, truck/intermodal detention, and any fines, penalties, cost and expenses (including attorney's fees) and other charges of any nature whatsoever, resulting from DEPOSITOR's failure to comply with the requirements of this Section 3.

SECTION 4. TENDER FOR STORAGE

All goods shall be delivered at the FACILITY in a segregated manner, properly marked and packaged for storage and handling. The DEPOSITOR shall furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired. EFW is not a guarantor of the condition of such goods under any circumstances, including, but not limited to hidden, concealed, or latent defects in the goods. Concealed shortages, damage, inherent vice or tampering will not be the responsibility of EFW.

SECTION 5. STORAGE PERIOD AND CHARGES

- (A) Storage charges become applicable upon the date that EFW accepts care, custody and control of the goods, regardless of unloading date or date of issue of EFW receipt.
- (B) Unless otherwise stated in a Schedule, storage rates and charges shall be computed and are due and payable as follows:
 - a. Goods received during the month shall be assessed on a prorated basis.
 - b. A full month's storage charge will apply to all goods in storage on the first day of the next and succeeding calendar months. All storage charges are due and payable on the first day of storage for the initial month, and thereafter on the first day of the calendar month.
 - c. Any invoice over 30 days past due may be assessed a service charge of 2% APR per month or a charge otherwise permitted by law. Any dispute as to the amount of the invoice shall be claimed in writing within 30 days from date of invoice. DEPOSITOR may not offset payment of invoices under any circumstances without prior written consent of EFW.

SECTION 6. TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS

- A) Instructions to transfer goods on the books of EFW shall not be effective until said instructions are delivered to and accepted by EFW, and all charges up to the time transfer is made shall be chargeable to DEPOSITOR. If a transfer involves the rehandling of goods, it will be subject to rates and charges shown in a separate writing mutually agreed upon. When goods in storage are transferred from one party to another through issuance of a new EFW receipt, a new storage date is established on the date of such transfer.
- B) EFW reserves the right to move, at its expense, 14 days after notice is sent by certified mail, electronic mail or overnight delivery to the DEPOSITOR, any goods in storage from the facility in which they may be stored to any other of EFW's facilities. EFW will

store the goods at the facility and may without notice move the goods within and between, any one or more of the EFW buildings which comprise the facility.

- C) EFW reserves the right to require advance payment of all past, present, and future charges prior to the removal of the goods from the facility.
- D) EFW may, upon written notice of not less than 30 days to the DESPOSITOR and any other person known by EFW to claim an interest in the goods, require the removal of any goods. Such notice shall be given to the last known place of business of the person to be notified. If goods are not removed before the end of the notice period, EFW may sell them in accordance with applicable law.
- E) If EFW in good faith believes that the goods are about to deteriorate or decline in value to less than the amount of EFW's lien before the end of the 30 day notice period referred to in Section 6(d), then EFW may specify in the notification any reasonable shorter time for removal of the goods and if the goods are not removed, EFW may sell them at public sale held one week after a single advertisement or posting as provided by law.
- F) If as a result of a quality or condition of the goods of which EFW had no notice at the time of deposit the goods are a hazard to other property or to the facility or to persons, EFW may: i) sell the goods at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the goods, ii) return goods freight collect, or iii) dispose of goods. Pending such disposition, sale or return of the goods, EFW may remove the goods from the facility and shall incur no liability by reason of such removal.
- G) If, after a reasonable effort, EFW is unable to sell the goods pursuant to this Section 6, EFW may dispose of the goods in any lawful manner and shall incur no liability by reason of such dispute.

SECTION 7. HANDLING

- A) The handling charge covers the ordinary labor involved in receiving goods at EFW's door, placing goods in storage, and returning goods to EFW's door. Handling charges are due and payable upon receipt.
- B) Additional expenses incurred by EFW in loading or unloading cars or vehicles shall be at the rates shown in writing as otherwise mutually agreed upon.
- C) Labor and materials used in loading rail cars or other vehicles are chargeable to the DEPOSITOR.
- D) When goods are ordered out in quantities less than in which received, EFW may make an additional charge for each order or each item of an order.
- E) DEPOSITOR shall indemnify, defend, and hold EFW harmless from all loss, costs, penalties, claims, expenses (including reasonable attorney's fees) for transportation, storage, handling, and other charges related to the good, including but not limited to undercharges, rail demurrage, truck/intermodal detention and other charges, asserted by any third party.
- F) EFW shall not be liable to DEPOSITOR for any demurrage or detention, any delays in unloading inbounds cars, trailers or other containers, or any delays in obtaining and loading cars, trailers, or other container for outbound shipment unless EFW has filed to exercise reasonable care as determined by industry practice.

SECTION 8. DELIVERY REQUIREMENTS

A) No goods shall be delivered or transferred except upon receipt by EFW of complete instructions properly signed by DEPOSITOR. However, when no negotiable receipt is outstanding, goods may be delivered or transferred upon instruction received by telephone or EDI or other agreed upon method of communication, but EFW shall not be responsible for loss or error occasioned thereby except as caused by EFW's negligence.

B) When goods are ordered out, a reasonable time shall be given to EFW to carry out instructions, and if EFW is unable to because of acts of Gods, war, public enemies, seizure under legal process, strikes, lockout, pandemic, riots and civil commotion, or any other reason beyond EFW's reasonable control, or because of loss or destruction of goods for which EFW is not liable, or because of any other excuse provided by law, EFW shall not be liable for failure to carry out such instructions provided, however, goods remaining in storage will continue to be subject to regular storage charges as provided for herein.

SECTION 9. EXTRA AND SPECIAL SERVICES

A) EFW labor required for services other than ordinary handling and storage must be authorized by DEPOSITOR in advance. Rates and charges will be provided for herein or as mutually agreed by the parties hereto.

B) Special services requested by DEPOSITOR including but not limited to compiling of special stock statements; reporting marked weights, serial numbers, or other data from packages; physical check of goods; and handling transit billing will be subject to a charge.

C) Dunnage, bracing, packing materials or other special supplies used in cars or vehicles are chargeable to DEPOSITOR any may be provided at a mutually agreed upon charge in addition to EFW's cost.

D) By prior written arrangement, goods may be received or delivered during other than usual business hours, subject to reasonable charge.

E) Communication expense including postage or telephone will be charged to DEPOSITOR if such expense is the result of more than normal inventory reporting or if, at the request of DEPOSITOR, communications are made by other than regular First Class United States Mail.

SECTION 10. BONDED STORAGE

A) A charge in addition to regular rates will be made for merchandise in bond.

B) Where a EFW receipt covers goods in U.S. Customs bond, such receipt shall be void upon the termination of the storage period fixed by law.

SECTION 11. INBOUND SHIPMENTS

EFW may refuse to accept any goods that, because of infestation, contamination, or damage, might cause infestation, contamination, or damage to EFW's premises or to other goods in the custody of EFW and shall immediately notify DEPOSITOR of such refusal and shall have no liability for any demurrage, detention, transportation or other charges by virtue of such refusal.

SECTION 12. LIABILITY AND LIMITATION OF DAMAGES

A) EFW shall not be liable for any loss or injury to goods stored however caused unless such loss or injury resulted from the failure by EFW to exercise such care in regards to them as a reasonably careful a person would exercise under like circumstances. EFW is not liable for damages which could not have been avoided by the exercise of such care.

B) Goods are not insured by EFW against loss or damage however caused.

C) In the event of loss or damage to the goods for which EFW is legally liable, DEPOSITOR declares that EFW's liability for damages are limited to 0.50 per pound, and in no instance shall any one claim exceed \$25,000 per occurrence, provided, however, that such liability may at the time of acceptance be increased upon DEPOSITOR's written request on part or all of the goods hereunder in which event an additional monthly charge will be made based upon such increased valuation.

D) The limitation of liability referred to in section (C) above shall be DEPOSITOR'S exclusive remedy against EFW for any claim or cause of action whatsoever relating to loss, damage, and/or destruction of the goods and shall apply to all claims including inventory shortage and mysterious disappearance claims unless DEPOSITOR proves by affirmative evidence that EFW converted the goods to its own use. Any presumption of conversion imposed by law shall not apply.

C) Where loss or injury occurs to stored goods, for which the EFW is not liable, the DEPOSITOR shall be responsible for the cost of removing and disposing of such goods and the cost of any environmental clean-up and site remediation resulting from the loss or injury to goods.

SECTION 13. NOTICE OF LOSS AND DAMAGE, CLAIM FILING OF SUIT

A) Claims by DEPOSITOR must be presented in writing to EFW not longer than either sixty (60) days after delivery of goods by EFW or sixty (60) days after DEPOSITOR is notified by EFW that loss or injury to part or all the of the goods has occurred, whichever time is shorter.

B) No action may be maintained by DEPOSITOR against EFW for loss or injury to the goods stored unless timely written claim has been given and provided in paragraph (A) of this Article and unless such action is commenced either within nine (9) months after the date of delivery by EFW or within nine (9) months after DEPOSITOR is notified that loss or injury to part or all of the goods has occurred, whichever is shorter.

C) When goods have not been delivered, notice may be given or known loss or injury to the goods by the mailing of a registered or certified letter to DEPOSITOR.

D) Time limitations for presentation of claim in writing and maintain of action after notice begin on the date of mailing of such notice by EFW.

SECTION 14. LIABILITY FOR CONSEQUENTIAL DAMAGES

With respect to any claim arising from or related to these Terms and Conditions, or otherwise arising from the relationship of the parties, in no event will EFW be liable for special, indirect, exemplary, punitive, or consequential damages of any kind, including but not limited to lost profits, lost sales, or damages due to business interruption, regardless of whether such damages were foreseeable or EFW had notice of the possibility of such damages.

SECTION 15. LIABILITY FOR MIS-SHIPMENT

If EFW negligently mis-ships goods, EFW shall pay the reasonable transportation charges incurred to return the mis-shipped goods to EFW. If the consignee fails to return the goods, EFW's maximum liability shall be for the lost or damaged goods as specified in Section 12 above, and EFW shall have no liability for damages due to the consignee's acceptance or use of the goods whether such goods be those of the DEPOSITOR or another.

SECTION 16. RECALL

In the event of recall, field alert, product withdrawal or field correction (together, "Recall") may be necessary with respect to any goods, DEPOSITOR shall immediately notify EFW in writing. EFW will not act to initiate a Recall without the express prior written approval of DEPOSITOR unless otherwise required by applicable laws. The cost of any Recall shall be borne by DEPOSITOR. DEPOSITOR shall indemnify and hold harmless EFW from all cost, loss, penalty, and expense (including reasonable attorneys' fees) which EFW pays or incurs as a result of Recall.

SECTION 17. RIGHT TO STORE GOODS

DEPOSITOR represents and warrants that DEPOSITOR (or its customers) is lawfully possessed of the goods and/or had the right and authority to store them with EFW. DEPOSITOR agrees to indemnify and hold harmless EFW from all loss, cost, and expense (including reasonable attorneys' fees) which EFW pays or incurs as a result of any dispute or litigation, whether instituted by EFW or others, respecting DEPOSITOR's right, title or interest in the goods. Such amounts shall be charged in relation to the goods and subject to EFW's lien.

SECTION 18. ACCURATE INFORMATION

DEPOSITOR will provide EFW with information concerning the stored goods which is accurate, complete and sufficient to allow EFW to comply with all laws and regulations concerning storage, handling and transportation of the stored goods. DEPOSITOR will indemnify and hold harmless from all loss, cost, penalty and expense (including reasonable attorneys' fees) which EFW pays or incurs as a result of DEPOSITOR failing to fully discharge this obligation.

SECTION 19. CONFIDENTIALITY

A) The parties shall keep in confidence and not disclose to any third party (i) the EFW Warehousing Terms and Conditions, and (ii) any confidential or proprietary information ("Confidential Information") that either learns about the other party, such as, but not limited to, the rates, value, origin, destination, or consignee of any goods or shipment made hereunder. The parties may disclose such terms and conditions to the extent required by law, to obtain financing, to substitute service providers to the extent necessary to provide such substitute service, or to auditors retained for the purpose of assessing the accuracy of freight bills.

B) EFW will maintain and enforce safety and physical security procedures with respect to its possession and maintenance of Confidential Information that comply with industry standards, which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, removal or access of Confidential Information. EFW will not be liable for any breach of security or unauthorized access affecting Confidential Information which could not be avoided by the exercise of such reasonable care.

SECTION 20. NOTIFICATION OF PRODUCT CHARACTERISTICS

DEPOSTIOR shall notify EFW of characteristics of any of DEPOSITOR's products that may in any way be likely to cause damage to EFW's premises or to other products that may be stored by EFW.

SECTION 21. LIEN

EFW shall have a general EFW lien for all lawful charges for storage and preservation of the goods; also, for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing cooperating, and other charges and expenses in relation to such goods, and for the balance on any other accounts that may be due. EFW further claims a general EFW lien for all such charges, advances, and expenses with respect to any other goods stored by the DEPOSITOR in any other facility owned or operated by EFW. In order to protect its lien, EFW reserves the right to require advance payment of all charges prior to shipment of goods. Unless expressly stated otherwise in writing, EFW will not subordinate its lien to any lender, financial institution, or any other third party.

SECTION 22. DOCUMENTS OF TITLE

Documents of title, including EFW receipts, may be issued either in physical or electronic form at the option of the parties. Any inconsistencies between the terms of the EFW receipt and the EFW Warehousing Terms and Conditions shall be governed by these terms and conditions.

SECTION 23. GOVERNING LAW AND JURISDICTION

The EFW Warehousing Terms and Conditions and the legal relationship between the parties hereto shall be governed by and construed in accordance with the substantive laws of the state where the facility is located, including Article 7 of the Uniform Commercial Code as ratified in that state, notwithstanding its conflict of laws rules. Any lawsuit or other action involving any dispute, claim or controversy relating in any way to these terms and conditions shall be brought only in the appropriate state or federal court in the state where the facility is located.

SECTION 24. SEVERABILITY AND WAIVER

A) If any provision of this receipt, or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree, or judgment of a court of competent jurisdiction, the remaining provisions of these Terms and Conditions shall not be affected thereby but shall remain in full force and effect.

B) EFW's failure to require strict compliance with any provision of the EFW Warehousing Terms and Conditions shall not constitute a waiver of estoppel to later demand strict compliance with that or any other provision(s) of the EFW Warehousing Terms and Conditions.

C) The provisions of EFW Warehousing Terms and Conditions shall be binding upon the DEPOSITOR's heirs, executors, successors and assigns; contain the sole agreement governing goods stored with EFW; and. Cannot be modified except by writing signed by EFW.

SECTION 25. ADDITIONAL TERMS AND CONDITIONS

- **An annual increase of 2% will be applied to all rates on at the beginning of each calendar year.**
- **Payment terms are Net 30.**

SECTION 26.

The EFW Warehousing Terms and Conditions constitutes the entire understanding between DEPOSITOR and EFW, and no working arrangements, instructions, or operating manuals intended to facilitate the effective carrying out of the EFW Warehousing Terms and Conditions shall in any way affect the liabilities of either party as set forth herein.