

TERMS AND CONDITIONS - WAREHOUSING

1. Cargo Maxx Logistics, Inc. ("WAREHOUSER"), agrees to store goods at such locations as may be agreed on between WAREHOUSER and CUSTOMER. All goods for storage shall be delivered at WAREHOUSER's warehouse properly marked and packaged for storage. CUSTOMER shall provide a manifest showing marks, brands, or sizes to be kept and accounted for separately and the storage and other services desired. CUSTOMER may inspect goods stored at WAREHOUSER's facilities at any time during normal business hours. If goods tendered for storage or other services do not conform to the description on the front of this warehouse receipt, WAREHOUSER may refuse to accept such goods. If WAREHOUSER, accepts such goods, CUSTOMER agrees to pay all rates and charges applicable to those goods, even if this warehouse receipt has not been amended to include such non-conforming goods.
2. CUSTOMER agrees not to ship goods to WAREHOUSER as the named consignee. If goods are shipped to WAREHOUSER as named consignee, CUSTOMER shall defend, indemnify and hold WAREHOUSER harmless from any and all claims for charges, costs, fees (including attorneys' fees), expenses, loss, damage or injury unpaid charges demanded or assessed by the carrier or any other party in connection with goods so shipped or which WAREHOUSER may incur in connection with or as a result of the delivery of such goods to WAREHOUSER as consignee or in connection with or as a result of CUSTOMER's failure or refusal to comply with the terms of this section.
3. Charges become applicable upon the date that WAREHOUSER accepts care, custody and control of the goods, regardless of unloading date or date of issue of warehouse receipt. All charges are due and payable in advance on the first day of the month, unless otherwise agreed in writing.
4. Instructions to transfer goods on the books of the WAREHOUSER are not effective until delivered in writing to and accepted by WAREHOUSER, and all charges up to the time transfer is made are chargeable to the CUSTOMER of record. If a transfer involves rehandling the goods, that rehandling will be subject to a charge. When goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer. WAREHOUSER, may, without notice, move goods within the warehouse in which they are stored. If the goods are a hazard to other property or to the warehouse or to persons, WAREHOUSER may take whatever action may be necessary in WAREHOUSER's opinion to eliminate or mitigate that hazard, including disposal or sale of the goods. Pending such disposition, sale or return of the goods, WAREHOUSER, may remove the goods from the warehouse and shall incur no liability by reason of such removal.
5. The handling charge covers the ordinary labor involved in receiving goods at warehouse door, placing goods in storage, and returning goods to warehouse door. WAREHOUSER shall not be liable for demurrage, delays in unloading inbound vehicles or delays in obtaining and loading vehicles for outbound shipment unless WAREHOUSER has failed to exercise reasonable care. Labor required for services other than ordinary handling and storage will be charged to the CUSTOMER. Special services requested by CUSTOMER 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 billing will be subject to a charge. Dunnage, bracing, packing materials or other special supplies may be provided by WAREHOUSER for CUSTOMER at a charge in addition to WAREHOUSER's cost. By prior arrangement, goods may be received or delivered during other than usual business hours, subject to a charge by WAREHOUSER. Communication

expenses including postage, fax, telegram, or telephone, will be charged to the CUSTOMER if such concern more than normal inventory reporting or if, at the request of the CUSTOMER, communications are made by other than regular United States mail.

6. WAREHOUSER, will assess a charge in addition to regular rates for merchandise in bond. Where a warehouse receipt covers goods in U.S. Customs bond, that receipt shall be void upon the termination of the storage period fixed by law.

7. Payment of WAREHOUSER's invoice is due within 30 days of the date of that invoice. Finance charges of 1-1/2% per month will be added on all invoiced amounts outstanding after 30 days from date of invoice. CUSTOMER, consignor and consignee will be responsible for payment of all costs, expenses and fees (including attorneys' fees) incurred by WAREHOUSER to collect amounts invoiced. CUSTOMER, consignor and consignee agree to these terms by requesting WAREHOUSER to perform all or any part of the services described in this document or by accepting any services (including storage or delivery of shipments) from WAREHOUSER. WAREHOUSER, shall have a lien against any and all goods in possession of WAREHOUSER, or any of its agents to secure payment of its charges, which lien may be enforced or foreclosed in any way permitted by law.