

STANDARD TERMS AND CONDITIONS FOR WAREHOUSING

Acceptance – SEC 1

The act of tendering goods described herein for storage or other services, including but not limited to warehousing, import, export, outturn or transport by CARGO TRANSPORT INC shall constitute acceptance by the customer of the terms and conditions set forth herein

Shipping to CARGO TRANSPORT INC – SEC 2

Customer agrees not to ship goods to CARGO TRANSPORT INC as the named consignee. If, in violation of this agreement, goods are shipped to CARGO TRANSPORT INC as named consignee, Customer agrees to notify carrier, with copy of such notice to CARGO TRANSPORT INC that CARGO TRANSPORT INC is a warehouse and has no beneficial title or interest in such property. Customer further agrees to indemnify and hold harmless CARGO TRANSPORT INC from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention, or charges of any nature, in connection with goods so shipped. Customer further agrees that, if it fails to notify carrier as required by the preceding sentence, CARGO TRANSPORT INC shall have the right to refuse such goods and shall not be liable or responsible for any loss, injury, or damage of any nature to, or related to, such goods.

Tender of Goods to CARGO TRANSPORT INC- SEC 3

All goods shall be delivered to CARGO TRANSPORT INC marked and packaged for handling. The Customer 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.

Storage Period and Charges – SEC 4

Storage charges are billed in advance on the first day of each month. All other charges will be billed in accordance with the customary practice of CARGO TRANSPORT INC

Transfer, Termination of Storage, Removal of Goods – SEC 5

- a) Instructions to transfer goods on the books of CARGO TRANSPORT INC are not effective until delivered to and received by CARGO TRANSPORT INC, and all charges up to the time transfer is made are chargeable to the Customer of record. If a transfer involves rehandling the goods, such rehandling will be subject to a charge at CARGO TRANSPORT INC standard rates.
- b) CARGO TRANSPORT INC reserves the right to move, at its expense, 14 days after notice is sent by email, or facsimile, or electronic mail to the Customer of record, any goods in storage from the warehouse in which they may be stored to any other of its warehouses. CARGO TRANSPORT INC will store the goods at, and may without notice move the goods within and between, any one or more of the warehouse buildings which comprise its warehouse complex.
- c) If as a result of a quality or condition of the goods which CARGO TRANSPORT INC was not placed on written notice of at the time the goods were tendered to CARGO TRANSPORT

INC, the goods are determined by CARGO TRANSPORT INC to be a hazard to other property or to the warehouse or to persons, CARGO TRANSPORT INC may sell the goods at public or private sale, without advertisement on reasonable notification to all persons known to claim an interest in the goods. The sale will not occur until at least fifteen (15) days after notice to Customer, unless the goods are perishable. If the goods are perishable the sale may occur immediately upon notice to the Customer. If CARGO TRANSPORT INC, after reasonable effort is unable to sell the goods, or can not complete a sale, it may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition, sale, or return of the goods, CARGO TRANSPORT INC may remove the goods from the warehouse and shall incur no liability by reason of such removal.

- d) Customer agrees that when CARGO TRANSPORT INC releases goods to Customer or its authorized representative, including any common carrier or bailee engaged by Customer, that CARGO TRANSPORT INC will have no further obligation or responsibility or Customer for the goods. A signed receipt to CARGO TRANSPORT INC without exception as to loss or damage shall be conclusive evidence that the goods were not lost or damaged while in the possession of CARGO TRANSPORT INC
- e) Customer agrees that goods which have been cleared by US Customs for release must be picked up within 30 days unless alternative arrangements for storage are made with CARGO TRANSPORT INC. Goods not picked up by Customer within thirty days shall be deemed abandoned and subject to the provision set forth below.
- f) Lien. CARGO TRANSPORT INC shall have a lien upon any and all property deposited by Customer for all charges for all services, and costs incurred in the preservation of property, and for all charges and expenses for notice and advertisement of sale and the sale of the property where Customer has defaulted on its obligations to CARGO TRANSPORT INC or has otherwise breached the terms and conditions of this agreement. This lien may be enforced at any time by public or private sale of the goods in accordance with the provisions of the Uniform Commercial Code without judicial hearing.

Handling – SEC 6

- a) The handling charge covers the ordinary labor involved in receiving goods at warehouse door, placing goods in storage, and returning goods to warehouse door.
- b) Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge at the agreed upon rates. Additional expenses incurred by CARGO TRANSPORT INC in receiving and handling damaged goods, and additional expense in unloading from or loading into cars or trailers or other containers not at the warehouse door will be charged to the Customer at the customary rates.
- c) CARGO TRANSPORT INC shall not be liable for demurrage or detention, delays in unloading inbound cars, trailers, or other containers, or delays in obtaining and loading cars, trailers, or other containers for outbound shipment unless CARGO TRANSPORT INC has failed to exercise reasonable care.

Delivery Requirements – SEC 7

- a) No goods shall be delivered or transferred except upon receipt by CARGO TRANSPORT INC of complete written instructions. Written instructions shall include, but not limited to, FAX, EDI, Email, or similar communication. However, when no negotiable receipt is outstanding, goods may be delivered upon instruction by telephone in accordance with a prior written authorization, but CARGO TRANSPORT INC shall not be responsible for loss or error occasioned thereby.
- b) When Customer requests goods from the warehouse, a reasonable time shall be given CARGO TRANSPORT INC to carry out the applicable instructions, and if unable to do so because of acts of God, war, public enemies, seizure under legal process, riots and civil commotion, or any reason beyond CARGO TRANSPORT INC control, or because of loss or destruction of goods for which CARGO TRANSPORT INC is not liable, or because of any other excuse provided by law, CARGO TRANSPORT INC shall not be liable for failure to carry out such instructions.

Extra Services (Special Services) – SEC 8

Warehouse label required for services other than ordinary handling and storage will be charged to the Customer at the customary rates of CARGO TRANSPORT INC

Liability and Limitation of Damages – SEC 9

- a) In consideration of the rate charged, it is agreed that the liability of CARGO TRANSPORT INC shall be that of an ordinary bailee. CARGO TRANSPORT INC shall undertake to exercise reasonable care in the storage, transport and handling of the goods. CARGO TRANSPORT INC is not an insurer of the goods and will be liable only for loss or damage caused by its failure to exercise reasonable care in providing the requested services. Customer acknowledges that it should maintain its own insurance on its goods for loss or damage while in the possession of CARGO TRANSPORT INC and that such insurance shall be for the benefit of Customer and CARGO TRANSPORT INC

In the event that CARGO TRANSPORT INC fails, for any reason, to exercise reasonable care in providing the services requested, Customer agrees that the liability of CARGO TRANSPORT INC shall be limited to \$.50 cents per pound not to exceed \$500.00 per total shipment or warehouse receipt unless a higher value is declared by the Customer and rates for increased valuation paid by Customer in accordance with the standard rates of CARGO TRANSPORT INC

Where damage occurs to goods, for which CARGO TRANSPORT INC is not liable, the Customer shall be responsible for the cost of removing and disposing of such goods and the cost of any environmental cleanup and site remediation resulting from the loss or injury of goods.

Notice of Claim and Filing of Suit – SEC 10

- a) Claims by the Customer and all other persons must be presented in writing to CARGO TRANSPORT INC within a reasonable time, and in no event longer than 90 days after

delivery of the goods or notification to the Customer that loss or damage to part of all of the goods have occurred, whichever time is shorter.

- b) No action may be maintained by the Customer or others against CARGO TRANSPORT INC for loss or damage to the goods stored unless such action is commenced nine months after delivery of the goods or notification to the Customer that loss or injury to part or all of the goods has occurred, whichever time is shorter.
- c) When goods have not been delivered or there is loss or damage to goods, notice may be given of known loss or injury to the goods by FAX, EDI, Email, regular mail, or similar communication.

Liability for Consequential Damages – SEC 11

CARGO TRANSPORT INC shall not be liable for any loss of profit or special, indirect, or consequential damages of any kind

Liability for Misshipment – SEC 12

If CARGO TRANSPORT INC negligently misships goods, through the sole fault of CARGO TRANSPORT INC it shall pay the reasonable transportation charges to redeliver the goods, up to \$500.00. If the consignee fails to return the goods, CARGO TRANSPORT INC maximum liability shall be for the lost or damaged goods as specified in Section 9 above. In no event will CARGO TRANSPORT INC be liable for any associated costs, damages, chargebacks, or expenses.

Mysterious Disappearance – SEC 13

CARGO TRANSPORT INC shall not be liable for loss of goods due to inventory shortage or unexplained or mysterious disappearance of goods unless Customer establishes such loss occurred because of CARGO TRANSPORT INC's failure to exercise the care required of CARGO TRANSPORT INC under Section 9 above and merchandise shortages are more than 10% of goods received by CARGO TRANSPORT INC. CARGO TRANSPORT INC shall be entitled to offset any overage on other items which are held for the account of Customer. Customer agrees that no shortage will constitute conversion in the absence of evidence that the goods were actually converted by CARGO TRANSPORT INC

Right to Store Goods – SEC 14

Customer represents and warrants that Customer has lawful possession of the goods and has the right and authority to tender those goods to CARGO TRANSPORT INC. Customer agrees to indemnify and hold harmless CARGO TRANSPORT INC from all loss, cost and expense (including reasonable attorneys' fees) which CARGO TRANSPORT INC pays or incurs as a result of any dispute or litigation, whether instituted by CARGO TRANSPORT INC or others, respecting Customer's right, title, or interest in the goods. Such amounts shall be charged in relation to the goods and subject to CARGO TRANSPORT INC's lien.

Accurate Information - SEC 15

Customer will provide CARGO TRANSPORT INC with information concerning the goods, which is accurate, complete, and sufficient to allow CARGO TRANSPORT INC to comply with all laws and regulation concerning the storage, handling, and transporting of the goods. Customer will indemnify and hold CARGO TRANSPORT INC harmless from all loss, cost, penalty, and expense (including reasonable attorneys' fees) which CARGO TRANSPORT INC pays or incurs as a result of Customer failing to fully discharge this obligation. Customer shall inform CARGO TRANSPORT INC in writing of any change of address of Customs.

Severability and Waiver – SEC 16

- a) If any provision of these terms and conditions, or any application thereof, should be construed or held to be void, invalid, or unenforceable, by order, decree, or judgement of a court of competent jurisdiction, the remaining provisions of this receipt shall not be affected thereby but shall remain in full force and effect
- b) CARGO TRANSPORT INC failure to require strict compliance with any provision of these terms and conditions shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of these terms and conditions.
- c) These terms and conditions shall be binding upon the Customer's heirs, executors, successors, and assigns, contain the sole agreement governing goods stored with CARGO TRANSPORT INC and cannot be modified except by writing signed by CARGO TRANSPORT INC