Cold Storage Warehouse and Fulfillment
Terms & Conditions

SECTION 1 – INTRODUCTION. RLS Cold Storage, Inc. and RLS Packaging, L.L.C. ("**Operator**") shall provide warehousing, storage, handling, delivery, and related services (as described in the Contract Rate Quotation (the "**Quote**") incorporated herein) (the "**Services**") for the goods described in the Quote (the "**Goods**"), up to the number of pallets identified in the Quote on behalf of the depositor named in the Quote ("**Depositor**") pursuant to these terms and conditions, together with the quotations, terms, and conditions contained in the Quote and accessorial charges that may be attached hereto (collectively, this "**Contract**"). Depositor shall provide Operator with an annual forecast of Depositor's maximum Goods storage requirements at the Facility for each Contract Year (as defined below) by no later than 3 months prior to the commencement of the applicable Contract Year. Operator shall provide the Services in its warehouse facility identified in the Quote ("**Facility**"). If Operator provides additional services, it shall provide them (a) for additional fees determined by Operator in its sole discretion, and (b) solely as agent for Depositor, and not as a bailee or warehouse operator.

SECTION 2 – ACCEPTANCE. (a) This Contract is accepted and commences upon the earlier of (i) Depositor's signature to the Quote and (ii) Depositor's tender of Goods for storage or other services by Operator (such date being the "**Commencement Date**"). The Contract may be amended from time to time without notice to Depositor, as if fully set forth herein and therein except as otherwise expressly set forth on the face of this Agreement. If the Contract is amended so that the Sections referred to in this Contract change, such Section references should be read in accordance with the amended Contract.

(b) The "**Initial Term**" of the Contract shall begin on the Commencement Date and continue in full force and effect until the day before the 12-month anniversary of the Commencement Date, unless earlier terminated in accordance with the terms of this Contract. The term of the Contract shall automatically renew for successive 12-month periods following the Initial Term (each a "**Renewal Term**"), unless earlier terminated by Operator in accordance with the terms of this Contract or Depositor upon written notice to Operator at least 6 months' prior to the expiration of the then-current Contract Year. Each period of 12 consecutive months during the Initial Term and each one-year Renewal Term is a "**Contract Year**". The Initial Term and all Renewal Terms, if any, constitute the Term of this Agreement.

(b) Depositor has had the opportunity to review and inspect the Facility.

(c) In the event that Goods tendered for storage or other services do not conform to the description contained herein, or conforming Goods are tendered after 30 days from the proposal date without prior written acceptance by Depositor, Operator may refuse to accept such Goods. If Operator accepts such Goods, Depositor agrees to rates and charges as may be assigned and invoiced by Operator and to all terms of this Contract.

(d) Any Goods accepted by Operator shall constitute Goods under this Contract.

(e) This Contract may be canceled by Operator upon 30 days written notice and is canceled if no storage or other services are performed under this Contract for a period of 180 days.

SECTION 3 – TENDER FOR STORAGE. (a) Depositor agrees that all Goods for storage shall be delivered to the Facility in a segregated manner, properly marked and packaged for storage and handling.

(b) Depositor shall furnish, at or prior to delivery, a manifest showing marks, brands or sizes to be kept and accounted for separately and the class of storage and other services desired. Otherwise, the Goods may be stored in bulk or assorted lots in freezer, cooler or general storage at the discretion of Operator and at the applicable storage rate.

(c) Operator 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 Operator.

(d) Receipt and delivery of the Goods shall be made without sorting except by special arrangement which may be subject to a charge.

(e) Unless otherwise agreed to in writing, Operator shall store and deliver Goods only in the packages in which they are originally received and shall not segregate Goods by production code date.

(f) Depositor shall be responsible for all shipping, handling, and other charges assessed by carriers and/or third parties in connection with the delivery and/or other shipment of the Goods to and from the Facility and any other location.

(g) Depositor acknowledges that Operator will only issue non-negotiable warehouse receipts.

SECTION 4 – SHIPMENTS TO AND FROM OPERATOR. Depositor agrees that all Goods shipped to Operator shall identify Depositor on the bill of lading or other contract of carriage as the consignee, in care of Operator, and shall not identify Operator as the consignee. If, contrary to this requirement, Goods are shipped to Operator as consignee or shipped from Operator as named shipper or consignor on the bill of lading or other contract of carriage, Depositor agrees to immediately notify carrier in writing, with copy of such notice to Operator, that Operator named as consignee is the "in care of party" only and has no beneficial title or interest in the Goods. Furthermore, Operator 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 Operator is incorrectly identified as named consignee, or Depositor fails to notify carrier of the incorrect identification on the bill of lading or other contract of carriage, under no circumstances shall Operator be considered the consignee for purposes of identifying the "importer" under 21 U.S.C. § 384a. The parties further agree that, regardless of whether Operator is named as an "agent" for purposes of 21 U.S.C. § 350d or receives notification from the U.S. government with respect to confirmation of Operator's status as "agent" under 21 U.S.C. § 350d, under no circumstances shall Operator be an agent for purposes of identifying the "importer". Operator shall not be responsible for complying with or performing the duties required of an "importer" under 21 U.S.C. § 384a. Whether Operator accepts or refuses Goods shipped in violation of this Section, Depositor agrees to indemnify and hold Operator 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, costs 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.

SECTION 5 – TERMINATION OF STORAGE. (a) Operator may, upon written notice, require the prompt removal of the Goods, or any portion thereof, from the Facility within a stated period. Such notice shall be given to the last known place of business of the person to be notified. If said Goods are not removed promptly, Operator may, without liability: (i) remove the Goods from the Facility; (ii) sell the Goods at public or private sale without advertisement on reasonable notification to any person known to claim an interest in the Goods; (iii) return Goods freight collect, or (iv) dispose of Goods. Pending such disposition, sale or return of the Goods, Operator may remove the Goods from the Facility and shall incur no liability by reason of such removal.

(b) If, in the good faith opinion of Operator, Goods may be about to deteriorate or decline in value to less than the amount of Operator's lien, Operator may remove such Goods and if the Goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law.

(c) If as a result of a quality or condition of the Goods of which Operator had no notice at the time of deposit, the Goods are a hazard to other property or to the Facility or to persons.

(d) In addition to Operator's termination of storage as set forth above and in addition to any remedies that may be provided under this Contract, Operator may terminate this Contract with immediate effect upon written notice to Depositor, if: (i) Depositor fails to pay any amount when due under this Contract; (ii) Depositor has not otherwise performed or complied with its obligations under any of the provisions contained in this Contract, in whole or in part; (iii) Depositor becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; (iv) the Goods are a hazard to other property within the Facility or to the Facility itself or to persons as a result of the quality or condition of the Goods of which Contract had no notice at the time of deposit; or (v) the Goods are about to deteriorate or decline in value to less than the amount of Operator's general warehouse lien before the end of the next succeeding storage month.

(e) If, after a reasonable effort, Operator is unable to sell the Goods pursuant to its lien or this Section 5, Operator may dispose of the Goods in any lawful manner and shall incur no liability by reason of such disposition.

(f) Depositor shall release Operator from any and all claims related to any actual or threatened loss, costs, penalties, claims, liability, expenses (including, but not limited to, reasonable attorney's fees and transportation, storage, handling, undercharges, rail demurrage, truck/intermodal detention, and other charges) ("**Liability**") related to the Goods pursuant to this Section 5 and shall indemnify, defend, and hold Operator harmless from any liabilities related to the same.

(g) Notwithstanding the foregoing, in connection with the termination of this Contract, Operator shall provide Depositor with an invoice for the estimated final charges for all expenses and Services up to and including the remaining minimum monthly balance storage fees (and remaining minimum weekly fulfillment order fees, if applicable) for the remainder of the term of the Contract (the "**Estimated Final Invoice**") prior to the termination date and Depositor shall pay such Estimated Final Invoice before Operator will be required to release the Goods. Promptly after the termination date, Operator shall issue an invoice to Depositor based on the actual final charges for Services (the "**Actual Final Invoice**") to true up the Estimated Final Invoice to the Actual Final Invoice and Depositor shall pay any balance due Operator on receipt of the Actual Final Invoice or Operator shall remit any overpayment to Depositor at the time it issues the Actual Final Invoice.

SECTION 6 – STORAGE LOCATION. (a) The Goods shall be stored, at Operator's sole discretion, at any one or more buildings at the Facility. Operator may, without notice, move the Goods within and between, any one or more of the warehouse buildings which comprise the Facility.

(b) Upon 10 days written notice to Depositor, Operator may move the Goods to any other warehouse operated by Operator.

SECTION 7 – STORAGE CHARGES. (a) Unless otherwise agreed in writing, all charges for storage are per package or other agreed unit per month as per available space.

(b) Storage charges commence upon the date that Operator accepts care, custody, or control of the Goods, regardless of unloading date or date the warehouse receipt is issued or Contract is executed.

(c) If storage rates are quoted on a "SPLIT MONTH BASIS" the storage month shall be a calendar month. A full month's storage charge will apply to all Goods received between the 1st and 15th, inclusive, of a calendar month. One half month's storage charge will apply on all Goods received between the 16th and last day, inclusive, of a calendar month. A full month's storage charge shall apply on the 1st day of the next calendar month and each month thereafter on all Goods then remaining in storage.

(d) If storage rates are quoted on an "ANNIVERSARY BASIS" the storage month or storage week shall extend from date of receipt in one calendar month to, but not including, the same date of the next month or same day of the week for the next week, as applicable. If there is no corresponding date in the next month or day in the next week, the storage month shall end on the last day of said next month or next week. A full month's or week's storage charge shall apply on receipt of Goods, and an additional monthly or weekly storage charges shall apply on each successive storage month or week on all Goods then remaining in storage.

(e) Operator's storage and other charges are set forth in the Quote or other document issued by Operator to Depositor and/or Operator's tariff and may be increased on 30 days' notice.

(f) Unless Operator specifies otherwise, all storage charges are fully earned and are due and payable on the 1st day of storage for the initial month and thereafter on the 1st day of each storage month.

(g) Rates quoted by weight will, unless otherwise specified, be computed on gross weight.

SECTION 8 – HANDLING CHARGES. (a) Unless otherwise specified, handling charges cover only the ordinary labor involved in receiving Goods at the Facility door, placing Goods in storage and returning Goods to the Facility door during Operator's normal business hours. Handling charges are due and payable on receipt of Goods.

(b) Unless otherwise specified, a charge in addition to the regular handling charges will be made for labor for unloading and loading Goods and any work performed by Operator other than as specified in Section 8(a).

(c) Labor and materials used in loading rail cars or other vehicles are chargeable solely to Depositor.

(d) When Goods are ordered out in quantities less than in which received, Operator may make an additional charge for each order or each item of an order.

(e) Delivery by Operator of less than all units of any lot shall be made without subsequent sorting except by special arrangement which may be subject to an additional charge.

SECTION 9 – TRANSFER; DELIVERY. (a) Instructions by Depositor to transfer Goods to the account of another are not effective until accepted by Operator. Charges will be made for each transfer, and if a transfer involves re-handling the Goods, such 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.

(b) No Goods shall be delivered or transferred except upon receipt by Operator of Depositor's complete written instructions. Written instructions shall include, but are not limited to, FAX, EDI, E-Mail or similar communication, provided Operator has no liability when relying on the information contained in the communication as received. Goods may be delivered upon instruction by telephone or electronically in accordance with Depositor's prior written authorization, but Operator shall not be responsible for loss or error occasioned thereby. Operator shall not be liable for failure to carry out such instructions and Goods remaining in storage will continue to be subject to regular storage charges.

(c) Operator shall have a reasonable time to make delivery after Goods are ordered out and shall have a minimum of 10 business days after receipt of a delivery order in which to locate any misplaced Goods.

(d) If Operator is unable, due to any cause beyond its control, to effect delivery before expiration of the then current storage period, the Goods may, at Operator's discretion, be subject to storage charges for each succeeding storage period.

(e) Upon termination of the storage relationship for any reason, Operator may refuse to deliver the Goods until it has been fully paid for all charges then due regardless of the payment terms otherwise applicable to such charges.

SECTION 10 – CHARGES, OTHER SERVICES, AND RATE ADJUSTMENTS. (a) All amounts due to Operator not paid within 30 days from the due date are subject to an interest charge, from the date said charge became due until paid, at the lesser of 2% per month or the maximum amount allowed by law. Any dispute as to the amount of the invoice shall be claimed in writing within 30 days from the date of invoice. Depositor shall reimburse Operator for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Contract or at law (which Operator does not waive by the exercise of any rights hereunder), Operator shall be entitled to suspend the release of any Goods or cease performance of any services if Depositor fails to pay any amounts when due hereunder. In addition, Operator reserves the right to require payment in full of all amounts owed by Depositor in advance of the release of the related Goods. Depositor shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Operator, whether relating to Operator's breach, bankruptcy, or otherwise. If Operator in its reasonable discretion determines that Depositor's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Operator's other rights, it may without liability or penalty (i) accelerate all amounts due hereunder and (ii) modify the payment terms, including requiring Depositor to make advance payment of all storage charges prior to shipment of Goods.

(b) Operator shall supply dunnage, bracing, packing materials, fastenings, and other special supplies at Depositor's request or where it deems it appropriate on outbound shipments and the cost thereof is chargeable to Depositor.

(c) Depositor shall indemnify, defend, and hold Operator harmless from any Liability asserted by any third-party. Operator shall not be liable to Depositor for any demurrage or detention, any delays in unloading inbound cars, trailers or other containers, or any delays in obtaining and loading cars, trailers or other containers for outbound shipment unless such detention or demurrage charge or delay was caused solely by Operator's failure to exercise reasonable care as determined by industry practice.

(d) An additional charge will be made for bonded storage. Where a warehouse receipt covers Goods in U.S. Customs bond, Operator shall have no liability for Goods seized or removed by U.S. Customs.

(e) Operator may assess an additional charge when Goods, designated for cooler or freezer storage, are received at temperatures more than 15 degrees Fahrenheit above the applicable room temperature. Operator shall not be responsible for blast freezing Goods unless Depositor specifically requests such services in writing.

(f) All storage, handling and other services may be subject to minimum charges as agreed upon by the parties.

(g) Depositor shall reimburse Operator for the cost of all pallets supplied by Operator.

(h) Operator may charge Depositor an energy surcharge in the event of an increase in Operator's energy costs by providing Depositor with no less than 30 days prior notice.

(i) Operator shall not be responsible for chargebacks of any kind.

(j) All rates and charges set forth in the Quote shall be maintained without change during the Initial Term. At the start of each Renewal Term, all rates and charges shall increase by the greater of (i) five percent (5%) or (ii) the percentage change in the Producer Price Index for Final Demand Less Foods (BLS Series ID WPUFD49106, not seasonally adjusted), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, for the most recent 12-month period for which data has been published as of the date Operator issues notice of the increase. Operator shall provide Depositor at least thirty (30) days' written notice of each increase. Operator may, in its sole discretion, apply a lesser increase or waive an increase for any Contract Year, and doing so shall not waive Operator's right to the full increase in any later Contract Year.

(k) Depositor acknowledges that the rates and charges set forth in Quote or otherwise applicable during the Initial Term are based on the Client Profile Analysis. In the event of a material difference between Depositor's actual performance under this Contract and the Client Profile Analysis, Operator reserves the right to adjust the Rates and Charges in the Quote to reasonably account for such material difference.

SECTION 11 – LIMITATION OF LIABILITY AND DAMAGES. (a) Operator shall not be liable for any loss or destruction of or damage to Goods tendered, stored or handled, however caused, unless such loss, destruction or damage resulted from Operator's failure to exercise such care in regard to the Goods as a reasonably careful person would exercise under like circumstances. Operator shall not be liable for any loss or destruction of or damage to Goods that could not have been avoided by the exercise of such care. Depositor hereby agrees that Operator is entitled to a loss allowance that must be exceeded prior to Operator having liability for any loss, damage, or shortages of Goods (the "**Allowance**"). The Allowance will be 99.5% of the annual throughput of the Facility. Throughput means the aggregate sum of the total number of cases of Depositor's Goods received in the Facility plus the total number of cases of Depositor's Goods shipped out of the Facility, divided by two. Overages and shortages of goods will be netted against one another to determine the net value. A claim may only be filed in the event of a net shortage.

(b) Operator and Depositor agree that Operator's duty of care referred to in Section 11(a) does not extend to providing a sprinkler system at the Facility or any portion thereof.

(c) Unless specifically agreed to in writing, Operator shall not be required to store Goods in a humidity-controlled environment or be responsible for tempering Goods.

(d) **IN THE EVENT OF LOSS OR DESTRUCTION OF OR DAMAGE TO GOODS FOR WHICH OPERATOR IS FINALLY ADJUDICATED TO BE LEGALLY LIABLE, CONSIDERING THE ALLOWANCE, DEPOSITOR DECLARES THAT OPERATOR'S LIABILITY SHALL BE LIMITED TO THE LESSER OF THE FOLLOWING: (i) THE ACTUAL COST TO DEPOSITOR OF REPLACING, OR REPRODUCING THE LOST, DAMAGED, AND DESTROYED GOODS TOGETHER WITH TRANSPORTATION COSTS TO OPERATOR, (ii) THE FAIR MARKET VALUE OF THE LOST, DAMAGED, AND DESTROYED GOODS ON THE DATE DEPOSITOR IS NOTIFIED OF SUCH LOSS, DAMAGE AND DESTRUCTION, (iii) 50 TIMES THE MONTHLY STORAGE CHARGE APPLICABLE TO SUCH LOST, DAMAGED AND DESTROYED GOODS, (iv) $0.50 PER POUND FOR SAID LOST, DAMAGED, AND DESTROYED GOODS. PROVIDED, HOWEVER THAT WITHIN A REASONABLE TIME AFTER RECEIPT OF THIS CONTRACT, DEPOSITOR MAY REQUEST, IN WRITING, AN INCREASE IN OPERATOR'S LIABILITY ON PART OR ALL OF THE GOODS IN WHICH CASE AN INCREASED CHARGE WILL BE MADE BASED UPON SUCH INCREASED VALUATION; FURTHER PROVIDED THAT NO SUCH REQUEST SHALL BE VALID UNLESS MADE BEFORE LOSS OR DESTRUCTION OF OR DAMAGE TO ANY PORTION OF THE GOODS HAS OCCURRED.**

(e) Operator's liability referred to in Section 11(d) shall be Depositor's exclusive remedy for any claim or cause of action whatsoever relating to loss or destruction of or damage to Goods and shall apply to all claims including inventory shortage and mysterious disappearance claims unless Depositor proves by affirmative evidence that Operator converted the Goods to its own use. Depositor waives any right to rely upon any presumption of conversion imposed by law.

(f) Where loss or damage occurs to tendered, stored, or handled Goods, for which the Operator is not liable, Depositor 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 damage to the Goods.

(g) If Operator negligently mis-ships Goods, Operator, at its option, shall pay the reasonable transportation charges to return the mis-shipped Goods to the Facility or the value of the mis-shipped Goods based upon Section 11(d). Operator shall have no liability whatsoever for any damages due to the consignee's acceptance or use of the Goods.

SECTION 12 – CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL OPERATOR BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE WHATSOEVER AND HOWEVER ARISING, INCLUDING, WITHOUT LIMITATION, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY PROVISION OF THIS CONTRACT OR OTHERWISE ARISING FORM THE RELATIONSHIP OF THE PARTIES, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY DEPOSITOR OR COULD HAVE BEEN REASONABLY FORESEEN BY EITHER PARTY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

SECTION 13 – RECALL. In the event a recall, field alert, product withdrawal, or field correction ("**Recall**") may be necessary with respect to any Goods provided under this Contract, Depositor shall immediately notify Operator in writing. Operator will not act to initiate a Recall without the express prior written approval of Depositor unless otherwise required by applicable laws. All costs associated with any Recall shall be borne solely by Depositor. Depositor shall indemnify and hold harmless Operator from any and all Liabilities which Operator pays or incurs as a result of a Recall.

SECTION 14 – NOTICE OF CLAIM AND FILING OF SUIT. (a) Operator shall not be liable for any claim of any type whatsoever including, without limitation, any claim for loss or destruction of or damage to Goods by Depositor or others unless such claim is presented, in writing, within a reasonable time, not exceeding the earlier of (i) 60 days after delivery of Goods by Operator or (ii) 60 days after Depositor learned or, in the exercise of reasonable care, should have learned of such loss or destruction of or damage to the Goods or the basis for any other claim against Operator. Each claim must contain information necessary to identify the Goods affected, the basis for liability and the amount of the alleged loss or damage, as well as all appropriate supporting documentation.

(b) As a condition precedent to filing any lawsuit or other action, Depositor shall provide Operator with a reasonable opportunity to inspect the Goods which are the basis of Depositor's claim.

(c) **NO LAWSUIT OR OTHER ACTION MAY BE MAINTAINED BY DEPOSITOR OR OTHERS AGAINST OPERATOR UNLESS A TIMELY WRITTEN CLAIM HAS BEEN MADE AS PROVIDED IN SECTION 13(a) AND UNLESS SUCH LAWSUIT OR OTHER ACTION IS COMMENCED WITHIN THE EARLIER OF (i) NINE (9) MONTHS AFTER DELIVERY OF GOODS BY OPERATOR OR (ii) NINE (9) MONTHS AFTER DEPOSITOR LEARNED OR, IN THE EXERCISE OF REASONABLE CARE, SHOULD HAVE LEARNED OF THE LOSS OR DESTRUCTION OF OR DAMAGE TO THE GOODS OR THE BASIS FOR ANY OTHER CLAIM AGAINST OPERATOR.**

(d) When Goods have not been delivered, notice may be given of known loss or damage to the Goods by mailing of a letter via certified mail or overnight delivery to the Depositor. Time limitations for presentation of claim in writing and maintaining of action after notice begin on the date of mailing of such notice by Operator.

SECTION 15 – DISCLAIMER; INSURANCE. Operator does not represent or warrant that the Facility or the contents of the Facility cannot be destroyed by fire or any other cause. Operator will not be required to maintain a watchman or a sprinkler system, and Depositor acknowledges that Operator's failure to do so will not constitute negligence under this Contract or otherwise. Goods are not insured by Operator and the storage rates do not include insurance on the Goods. Depositor shall procure and maintain all-risk property insurance for the full replacement value of the Goods at all

times during the term of the Contract.

SECTION 16 – LIEN. Operator shall have a general warehouse lien against the Goods and on the proceeds thereof for all charges for storage, handling, transportation (including detention, demurrage and terminal charges), insurance, labor and other charges present or future with respect to the Goods, advances or loans by Operator in relation to the Goods and for expenses necessary for the preservation of the Goods or reasonably incurred in their sale pursuant to law. Operator further claims a general warehouse lien on the Goods for all other such charges, advances, and expenses due Operator or any related entity from Depositor for property stored by Depositor in any warehouse owned or operated by Operator or any related entity wherever located. Operator reserves the right to require advance payment of all charges prior to releasing Goods regardless of otherwise applicable payment terms. Unless expressly stated otherwise in writing, Operator will not subordinate its lien to any lender, financial institution, or any other third party.

SECTION 17 – FORCE MAJEURE. Neither party shall be liable to the other for default in the performance or discharge of any duty or obligation under this Contract, except for Depositor's obligation to pay for services rendered by Operator, when caused by acts of God, hurricanes, tidal waves, flood, tornadoes, cyclone, wind storm, earthquake, public enemy, civil commotion, strikes, labor disputes, work stoppages or other difficulties within the workforce, failure to provide power by the utility provider, intentional or malicious acts of third persons or any other organized opposition, cyber-attacks, viruses, corruption, depredation, accidents, explosions, fire, water sprinkler leakage, moths, vermin, insect, seizure under legal process, embargo, prohibition of import or export of Goods, closure of public highways, railways, airways or shipping lanes, governmental interference, order, regulation, or other action(s) by governmental authority, national, regional, or local emergency(ies), plague, epidemic, pandemic, outbreaks for infectious disease or any public health crisis, including but not limited to compliance with related practices required or recommended by governmental or health organizations or other contingency(ies), similar or dissimilar to the foregoing, beyond the reasonable control of the party. Upon the occurrence of such an event the party seeking to rely on this provision shall promptly give written notice to the other party of the nature and consequences of the cause. If the cause is one which nevertheless requires Operator to continue to protect the Goods, Depositor agrees to pay the storage or similar charges associated with Operator's obligation during the continuance of the force majeure. All Goods are stored, handled, and transported at Depositor's sole risk of loss, damage, or delay caused by any of the above.

SECTION 18 – AUTHORITY. Depositor represents and warrants that it is lawfully possessed of the Goods, has the right and authority to store them with Operator, and direct the release and/or delivery of the Goods. Except for Operator's general warehouse lien, Depositor shall always be and remain the owner of the Goods that the Goods are in the custody of Operator. Depositor agrees to indemnify and hold harmless Operator from Liabilities that Operator pays or incurs as a result of any dispute or litigation, whether instituted by Operator or others, respecting Depositor's right, title, or interest in the Goods. Such amounts shall be charges in relation to the Goods and subject to Operator's warehouse lien.

SECTION 19 – ACCURATE INFORMATION. Depositor represents and warrants to Operator that there are no known potential health, safety and/or environmental hazards associated with the storage and handling of the Goods that have not been disclosed to and acknowledged by Operator. Notwithstanding, Depositor will provide Operator with information concerning the Goods that is accurate, complete, and sufficient to allow Operator to comply with all laws and regulations concerning the storage, handling, and transporting of the Goods. Depositor will indemnify and hold Operator harmless from all Liabilities that Operator pays or incurs as a result of Depositor failing to fully discharge this obligation.

SECTION 20 – INVENTORIES. Operator will take no more than one (1) physical inventory per Contract Year, as requested by Depositor in writing at least thirty (30) days in advance, at Depositor's sole cost and expense. Representatives of Depositor and Operator personnel, as well as any independent auditor or designee, may be present when any physical inventory is taken.

SECTION 21 – NOTICES. All notices that are required to be given or may be given pursuant to the terms of this Contract shall be in writing and shall be sufficient in all respects if delivered in person, mailed by registered or certified mail (return receipt requested), or sent by commercial expedited delivery service, to the addresses listed in this Section or such other address as any Party hereto shall have designated by notice in writing to the other Party hereto. Any notice to be given by a Party may be given by any attorney(s) then authorized to receive copies of notices hereunder. Any notice or other communication shall be deemed given when received or requested. Copies of all notices to Operator shall also be sent to: Flaster Greenberg PC, 1810 Chape Ave West, Cherry Hill, NJ 08002.

Operator:	**Depositor**:
102 High Street W, #100	The address indicated for such entity in the Quote.
Glassboro, NJ 08028	
Attn: Chief Financial Officer and Chief Commerical Officer	

SECTION 22 – CONFIDENTIALITY. (a) The parties shall keep in confidence and not disclose to any third party (i) the terms of this Contract, 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 information 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) Operator will maintain and enforce safety and physical security procedures with respect to its possession and maintenance of Confidential Information that comport with the standard of care outlined in Section 11(a) of this Contract, and which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, removal, or access of Confidential Information. Operator 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 23 – WAIVER, SEVERABILITY AND ASSIGNMENT. (a) Operator's failure to insist upon strict compliance with any provision of this Contract shall not constitute a waiver of or estoppel to later demand strict compliance with said provision or to insist upon strict compliance with all other provisions of this Contract.

(b) In the event any Section of this Contract or part thereof shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Sections and parts shall not, in any way, be affected or impaired thereby.

(c) Depositor shall not assign or sublet its interest or obligations herein, including, but not limited to, the assignment of any monies due and payable, without the prior written consent of Operator.

SECTION 24 – DOCUMENTS OF TITLE. Documents of title, including warehouse receipts, may be issued either in physical or electronic form at the option of the parties.

SECTION 25 – GOVERNING LAW AND JURISDICTION. This Contract and the legal relationship between the parties hereto shall be governed by and construed in accordance with the substantive laws of the state of New Jersey, including Article 7 of the Uniform Commercial Code, notwithstanding its conflict of laws rules. Any lawsuit or other action against Operator involving any dispute, claim or controversy relating in any way to this Contract must be brought in the appropriate state or federal court in the State or Commonwealth where the Facility is located.

SECTION 26 – ENTIRE AGREEMENT. This Contract (including the Contract Rate Quotation and the warehouse receipts) constitute the entire understanding between the parties with respect to the subject matter hereof and supersede all other understandings and negotiations with respect thereto. This Contract may be amended only by a writing signed by both parties. Any provision of this Contract may be waived only by a writing signed by the party to be charged by such waiver. No course of dealing between the parties shall be effective to amend or waive any provision of this Contract. The terms of this Contract supersede and replace the preprinted terms and conditions of any non-negotiable warehouse receipts that may be issued by Operator to Depositor in relation to the Goods.

SECTION 27 - NO THIRD PARTY BENEFICIARES. This Contract shall be binding upon and inure solely to the benefit of the parties and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract.

SECTION 28 – INDEPENDENT STATUS. Operator is an independent contractor engaged by Depositor to perform warehouse services regarding the Goods. Nothing in this Agreement shall make either party the legal representative or agent of the other nor shall either party have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of or on behalf of, the other party.

SECTION 29 – WAIVER OF JURY TRIAL. **EACH PARTY ACKNOLWEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS CONTRACT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS CONTRACT, AND THE TRANSACTIONS CONTEMPLATED HEREBY.**

SECTION 30 - SURVIVAL. Subject to the limitations and other provisions of this Contract, any provision that, in order to give proper effect to its intent, should survive expiration or termination of this Contract, shall survive the expiration or earlier termination of this Contract.

SECTION 31 - CAPTIONS. The captions in this Contract are for reference only and shall not limit or affect the interpretation hereof.