

MITSUBISHI LOGISTICS AMERICA CORPORATION
Standard Terms and Conditions for Warehousing Services

1. Definitions

(a) "Company" shall mean Mitsubishi Logistics America Corporation, its subsidiaries, related companies, agents and/or representatives;

(b) "Customer" shall mean the person for which the Company is rendering services, including transferees of the Goods while in storage, as well as its 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(ies) of these terms and conditions of services to all such agents or representatives;**

(c) "Goods" shall mean the articles tendered by Customer to Company for storage.

2. Acceptance of Goods

(a) Company accepts goods subject to these terms and conditions of services. By tendering goods to Company, Customer acknowledges and accepts these terms and conditions and the quotation(s) of price(s) set forth on this document or, if no price(s) are set forth on this document, in Company's tariff or price sheets, which are incorporated herein by reference.

(b) Customer warrants to Company that the description of the Goods and all of their particulars furnished by Customer are correct and accurate and Customer shall indemnify Company against all losses and liabilities arising from any inaccuracy.

3. Shipping

(a) Customer agrees not to ship goods to Company as the named consignee. If, in violation of this agreement, goods are shipped to Company as named consignee, Customer agrees to notify carrier in writing prior to such shipment, with copy of such notice to the Company, that Company named as consignee is a warehouseman and has no beneficial title or interest in such property, and Customer further agrees to indemnify and hold harmless Company 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 next preceding sentence, Company 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.

4. Tender for Storage

(a) All goods for storage shall be delivered at the warehouse or storage facility properly marked and packaged for handling. 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.

5. Storage Period and Charges

- (a) All charges for storage are per package or other agreed unit per month.
- (b) Storage charges become applicable upon the date that Company accepts care, custody and control of the goods, regardless of unloading date or date of issue of warehouse receipt.
- (c) Except as provided in paragraph (d) of this section, a full month's storage charge will apply on all goods received between the first and the 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, and 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.
- (d) When mutually agreed by the Company and Customer, a storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding months. All storage charges are due and payable on the first day of the storage month.

6. Transfer, Termination of Storage, Removal of Goods

- (a) Instructions to transfer goods on the books of the Company are not effective until delivered to and accepted by Company, 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 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) Company reserves the right to move, at its expense, 14 days after notice is sent by certified or registered mail to the customer of record or to the last known holder of the negotiable warehouse receipt, any goods in storage from the warehouse in which they may be stored to any other of his warehouses; but if such customer or holder takes delivery of his goods in lieu of transfer, no storage charge shall be made for the current storage month. Company may, without notice, move goods within the warehouse in which they are stored.
- (c) Company may, upon written notice to the customer of record and any other person known by Company to claim an interest in the goods, require the removal of any goods by the end of the next succeeding storage month. Such notice shall be given to the last known place of business or abode of the person to be notified. If goods are not removed before the end of the next succeeding storage month, Company may sell them in accordance with applicable law.
- (d) If Company in good faith believes that the goods are about to deteriorate or decline in value to less than the amount of Company's lien before the end of the next succeeding storage month, Company may specify in the notification any reasonable shorter time for removal of the goods and in case the goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law.

(e) If as a result of a quality or condition of the goods of which Company had no notice at the time of deposit the goods are, or become a hazard to other property or to the warehouse or to persons, Company 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. If Company after a reasonable effort is unable to sell the goods 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, Company may remove the goods from the warehouse and shall incur no liability by reason of such removal.

7. Handling

(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. Handling charges are due and payable on receipt of goods.

(b) Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge. Additional expenses incurred by Company in receiving and handling damaged goods, and additional expense in unloading from or loading into cars or other vehicles not at warehouse door will be charged to Customer.

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

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

(e) Company shall not be liable for demurrage, delays in unloading inbound cars, or delays in obtaining and loading cars for outbound shipment unless Company has failed to exercise reasonable care.

(f) Unless otherwise specified, a charge in addition to the regular handling charges will be made for any work performed by Company other than specified herein.

8. Delivery Requirements

(a) No goods shall be delivered or transferred except upon receipt by Company of complete instructions properly signed by Customer. However, when no negotiable receipt is outstanding, goods may be delivered upon instructions by telephone in accordance with a prior written authorization, but Company shall not be responsible for loss or error occasioned thereby.

(b) When a negotiable receipt has been issued no goods covered by that receipt shall be delivered, or transferred on the books of Company, unless the receipt, properly endorsed, is surrendered for cancellation, or for endorsement of partial delivery thereon. If a negotiable receipt is lost or destroyed, delivery of goods may be made only upon order of a court of competent jurisdiction and the posting of security approved by the court as provided by law.

(c) When goods are ordered out, a reasonable time shall be given Company to carry out instructions, and if it is unable because of acts of God, war, public enemies, seizure under legal

process, strikes, lockouts, riots and civil commotions, or any reason beyond Company's control, or because of loss or destruction of goods for which Company is not liable, or because of any other excuse provided by law, Company 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.

9. Bonded Storage

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

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

10. Minimum Charges

(a) A minimum handling charge per lot and minimum storage charge per lot per month will be made. When a warehouse receipt covers more than one lot or when a lot is in assortment, a minimum charge per mark, brand, or variety will be made.

(b) A minimum monthly charge to one account for storage and/or handling will be made. This charge will apply also to each account when one customer has several accounts, each requiring separate records and billing.

11. Inbound Shipments

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

12. Liability and Limitation of Damages

(a) COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO GOODS STORED HOWEVER CAUSED UNLESS SUCH LOSS OR INJURY RESULTED FROM THE FAILURE BY COMPANY TO EXERCISE SUCH CARE IN REGARD TO THEM AS A REASONABLY CAREFUL MAN WOULD EXERCISE UNDER LIKE CIRCUMSTANCES AND COMPANY IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE.

(b) GOODS ARE NOT INSURED BY COMPANY AGAINST LOSS OR INJURY HOWEVER CAUSED.

(c) IN THE EVENT OF LOSS, DAMAGE OR DESTRUCTION TO GOODS FOR WHICH THE COMPANY IS LEGALLY LIABLE CUSTOMER DECLARES THAT COMPANY'S LIABILITY SHALL BE LIMITED TO THE FOLLOWING: \$0.10 PER POUND SUBJECT TO A MAXIMUM OF \$50.00 PER CLAIM, WHICHEVER IS LESS FOR SAID LOST, DAMAGED, AND/OR DESTROYED GOODS; AND FOR ANY AND ALL DAMAGES OTHER THAN LOSS OF, OR DAMAGE OR DESTRUCTION TO GOODS SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF PAYMENTS TO BE PAID TO COMPANY

BY CUSTOMER FOR THE SERVICES; PROVIDED, HOWEVER THAT CUSTOMER MAY, UPON WRITTEN REQUEST BY CUSTOMER AND CONFIRMATION OF SUCH REQUEST BY COMPANY IN WRITING, INCREASE COMPANY'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, DAMAGE OR DESTRUCTION TO ANY PORTION OF THE GOODS HAS OCCURRED.

(d) THE COMPANY'S LIABILITY REFERRED TO IN THIS SECTION 12 SHALL BE CUSTOMER'S EXCLUSIVE REMEDY AGAINST COMPANY FOR ANY CLAIM OR CAUSE OF ACTION WHATSOEVER RELATING TO LOSS, DAMAGE AND/OR DESTRUCTION OF GOODS AND SHALL APPLY TO ALL CLAIMS INCLUDING INVENTORY SHORTAGE AND MYSTERIOUS DISAPPEARANCE CLAIMS UNLESS CUSTOMER PROVES BY AFFIRMATIVE EVIDENCE THAT COMPANY CONVERTED THE GOODS TO ITS OWN USE. CUSTOMER WAIVES ANY RIGHTS TO RELY UPON ANY PRESUMPTION OF CONVERSION IMPOSED BY LAW. IN NO EVENT SHALL CUSTOMER BE ENTITLED TO INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

13. Notice of Claim and Filing of Suit

(a) Claims by Customer and all other persons must be presented in writing to Company within a reasonable time, and in no event longer than either 60 days after delivery of the goods by Company or 60 days after customer of record or the last known holder of a negotiable warehouse receipt is notified by Company that loss or injury to part or all of the goods has occurred, whichever time is shorter.

(b) No action may be maintained by Customer or others against Company for loss or injury to the goods stored unless timely written claim has been given as provided in paragraph (a) of this section and unless such action is commenced either within nine months after date of delivery by Company or within nine months after customer of record or the last known holder of a negotiable warehouse receipt is notified that loss or injury to part or all of the goods has occurred, whichever time is shorter.

(c) When goods have not been delivered, notice may be given of known loss or injury to the goods by mailing of a registered or certified letter to the customer of record or to the last known holder of a negotiable warehouse receipt. Time limitations for presentation of claim in writing and maintaining of action after notice begin on the date of mailing of such notice by Company.

14. General Lien on Any Property

Company shall have a general lien on any and all property (and documents relating thereto) of Customer, in its possession, custody or control or en route, which shall survive delivery, for all claims for charges, expenses or advances incurred by Company in connection with any services provided for Customer, and if such claim remains unsatisfied for 30 days after demand for its payment is made, Company may sell at public auction or private sale, upon 10 days written notice,

sent by registered mail (R.R.R.) to Customer, the Goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to Company, including but not limited to the administrative expenses of sale. Any surplus from such sale shall be transmitted to Customer, and Customer shall be liable for any deficiency in the sale.

15. No Responsibility for Governmental Requirements

It is the responsibility of Customer to know and comply with the marking and packaging requirements of the U.S. Department of Transportation, the regulations of the U.S. Food and Drug Administration and the Environmental Protection Agency, and all other requirements, including regulations of Federal, state and/or local agencies, pertaining to the Goods. Company shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the Goods because of the failure of Customer to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to Customer by any such agency.

16. Liability For Misshipment

If Company negligently misships goods, Company shall pay the reasonable transportation charges incurred to return the misshipped goods to the 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 above, 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 the Customer or another.

17. Mysterious Disappearance

Warehouseman 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 Company's failure to exercise the care required of Company under Section 13 above. 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 goods to Company's own use.

18. Right To Store Goods

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

19. Accurate Information

Customer will provide Company with information concerning the stored goods which is accurate, complete and sufficient to allow Company to comply with all laws and regulations concerning the storage, handling and transporting of the stored goods. Customer will indemnify and hold

Company harmless from all loss, cost, penalty and expense (including reasonable attorneys' fees) which Company pays or incurs as a result of Customer failing to fully discharge this obligation.

20. 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.

21. No Modification or Amendment Unless Written

These terms and conditions of services 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.

22. Severability

In the event any Section(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.